



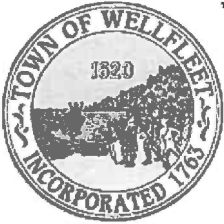
RECEIVED  
TOWN OF WELLFLEET

2017 JUN 23 AM 8:00

## Board of Selectmen

**The Wellfleet Board of Selectmen will hold a public meeting on Tuesday, June 27, 2017 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.** Joseph Gray and Louis Doucette to transfer shellfish grant license #755 from Joseph Gray and Louis Doucette to Joseph Gray and Rachael Aurelie Finn.
- III. Appointments/Reappointments**
  - A.** Appointment of Shellfish Constable/ discussion of Shellfish Department
  - B.** Appointment of Mia Baumgarten to the Housing Authority to June 30, 2020.
  - C.** Appointment of Janet Haymowitz to the Cultural Council with term to June 30, 2020.
- IV. Use of Town Property**
  - A.** Request of the Wellfleet Chamber of Commerce to use the Marina parking lot, Holbrook Avenue, Main Street and East Commercial Street for Annual Holiday Parade on July 4, 2017 from 8 am to 10 am.
  - B.** Request of Lee Wotherspoon/Quiet Mind Studio to offer yoga classes at the Marina Bandstand from July 3 to August 28, 2017, 5:15 pm – 7:00 PM.
  - C.** Request of Katherine Weeks/Sugar Surf Cape Cod for surf lessons White Crest Beach during low tide from June 20 to October, 2017.
- V. Licenses**
  - A.** Food Truck and Common Victualer's License for Provincetown Pilgrim Properties, LLC/S. Rome
- VI. Business**
  - A.** Review and approve a Conservation Restriction on part of the Hamblen Farm [D. O'Connell]
  - B.** Request for a sign on Town Hall lawn to promote the Wellfleet Town Hall Common Project and permission for traffic island acknowledgement sign(s) [Wellfleet Arbor Group]
  - C.** Discussion of Water and Wastewater and direction for the future: Joint meeting with Board of Water Commissioners & Comprehensive Wastewater Management Planning Committee.
  - D.** Approval of contract with a CDBG grant administrator to work with program income
  - E.** Acceptance of Mass Department of Energy Resources (DOER) Green Communities Division Competitive Grant award of \$120,432 and sign contract.
- VII. Town Administrator's Report**
- VIII. Topics for Future Discussion**
- IX. Correspondence and Vacancy Report**
- X. Minutes [June 13, 2017]**
- XI. Adjournment**



## BOARD OF SELECTMEN

AGENDA ACTION REQUEST  
Tuesday, June 27, 2017

# II

### PUBLIC HEARING(S)

<b>REQUESTED BY:</b>	Joseph Gray and Louis Doucette
<b>DESIRED ACTION:</b>	Approve a shellfish grant transfer
<b>PROPOSED MOTION:</b>	I move to approve the request of Joseph Gray and Louis Doucette to transfer shellfish grant license #755 from Joseph Gray and Louis Doucette to Joseph Gray and Rachael Aurelie Finn.
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s): _____
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____

TOWN OF WELFLEET  
PUBLIC HEARING

In accordance with MGL Chapter 130 Sections 52, 57, 58, 60, and 68 and all applicable Town Shellfish Regulations, notice is hereby given that the Wellfleet Board of Selectmen will hold a public hearing on Tuesday, June 27, 2017 at 7:05 p.m. in the Wellfleet Council on Aging to consider the following:

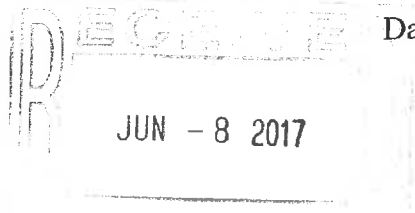
- Application received June 8, 2017 from Joseph Gray and Louis Doucette to transfer shellfish grant license # 755 from Joseph Gray and Louis Doucette to Joseph Gray and Rachel Aurelie Finn.

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

WELFLEET BOARD OF SELECTMEN

APPLICATION FOR TRANSFER OF SHELLFISH GRANT LICENSE

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



Date: APRIL 23, 2017

I/We hereby request transfer of Shellfish Grant License # 755

From LOUIE DOUCETTE, Joseph Gray

To RACHAEL AURELIE FINN

Said grant license is located at Mayo Beach, in Wellfleet, MA

and consisting of 2 acres, as shown on a plan prepared

by Slide and dated \_\_\_\_\_

X Joseph W. Gray X for Louie Doucette

X Joseph W. Gray  
X 3045 BROWNSNECK ROAD  
WELLFLEET

X 20 FRANKLIN LN  
WELLFLEET

X (508) 349-3673  
X (508) 246-4876

X (508) 349-1957  
X (508) 246-9957

X Rachael A. Finn  
Signature(s)

X RACHAEL AURELIE FINN  
Name(s)

X 30 OLD PIER RD.  
Mailing Address  
WELLFLEET, MA 02667

X (508) 237-3077  
Telephone

X rafinn349@gmail.com  
Email

X \_\_\_\_\_

X \_\_\_\_\_



## BOARD OF SELECTMEN

AGENDA ACTION REQUEST  
Tuesday, June 27, 2017

# III

### APPOINTMENTS/REAPPOINTMENTS

<b>REQUESTED BY:</b>	BOS
<b>DESIRED ACTION:</b>	Appointment of Shellfish Constable
<b>PROPOSED MOTION:</b>	I move to appoint _____ as Shellfish Constable for a term of three years subject to contract negotiations.
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____



## BOARD OF SELECTMEN

### AGENDA ACTION REQUEST

Tuesday, June 27, 2017

# III

## APPOINTMENTS/REAPPOINTMENTS

<b>REQUESTED BY:</b>	Mia Baumgarten
<b>DESIRED ACTION:</b>	Fill a vacancy on the Housing Authority
<b>PROPOSED MOTION:</b>	Pursuant to MGL, c. 121B, section 5 I move to appoint Mia Baumgarten to the Housing Authority with a term for three years from June 30, 2017 to June 30, 2020.
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):  
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____



**TOWN OF WELLFLEET**  
**APPLICATION FOR TOWN BOARDS & COMMITTEES MEM.**

No  
Vacancy

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

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

☐ Name Mia Baumgarten Date 6/19/17  
Mailing Address P.O. Box 755  
Wellfleet, MA 02667  
Phone (Home) — (cell) 617-275-6277  
E-mail miabaumgarten@gmail.com

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

I have worked for international corporations and for  
small local businesses, and I have both a diverse  
set of skills and a vested interest in the town community.

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

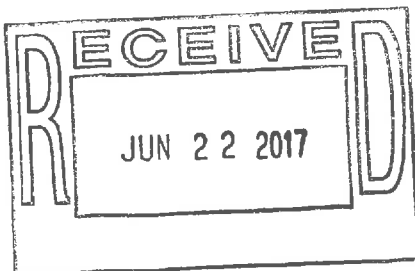
I moved back to Wellfleet because I want  
to be part of a vibrant community of young  
people who will help keep Wellfleet the unique,  
beautiful place it is for generations to come.

☐ Committees/Boards of Interest: 1) \_\_\_\_\_

Wellfleet Housing Authority

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

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



## Michaela Miteva

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**From:** Joseph Powers  
**Sent:** Tuesday, June 20, 2017 11:44 AM  
**To:** Michaela Miteva  
**Subject:** RE: Appt. of Mia Baumgarten to Housing Authority

Hi Michaela:

As Dan has identified below, the specific statute that covers this appointment process is:

MGL, c.121B, section 5 which states:

“...the board of selectmen shall appoint, in writing, a person by a majority vote to fill such vacancy for the unexpired term.”

As such, the item on the 6/27/2017 should expressly state the term to be filled (eg, “for a term of three years”, etc.).

Please let me know if you have any additional questions or need more information.

Joe

**Joseph F. Powers, MMC/CMMC**  
**Town Clerk**  
Town of Wellfleet  
300 Main Street  
Wellfleet, MA 02667  
Phone: (508) 349-0301  
Fax: (508) 349-0317



**From:** Michaela Miteva  
**Sent:** Tuesday, June 20, 2017 11:34 AM  
**To:** Joseph Powers <Joseph.Powers@wellfleet-ma.gov>  
**Subject:** FW: Appt. of Mia Baumgarten to Housing Authority

Joe – Below is what I have. The state called Dan yesterday, we have not received the official notice yet.

**From:** Dan Hoort  
**Sent:** Monday, June 19, 2017 3:39 PM  
**To:** Michaela Miteva <[Michaela.Miteva@wellfleet-ma.gov](mailto:Michaela.Miteva@wellfleet-ma.gov)>  
**Subject:** Appt. of Mia Baumgarten to Housing Authority

Michaela,



The Board of Selectmen approved Mia Baumgarten's appointment to the Wellfleet Housing authority on December 13, 2016. The governor has failed to act on that appointment. According to the Municipal Modernization Act (see below) the Selectmen may now make that appointment. Mia's application is with the 12/13/16 packet, please use that for the 06/27/17 agenda.

From the state's web site on the Municipal Modernization bill:

**Housing Authority Appointments (Section 216) Changes state law to allow a municipality to make the appointment to a Housing Authority if the State does not fill the vacancy within 120 days**

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

## Michaela Miteva

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

# Mia Baumgarten

45 Pier Road • Wellfleet, MA 02667 • 617.275.6277 • [miabaumgarten@gmail.com](mailto:miabaumgarten@gmail.com)

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## Additional Experience

<b>Jewelry Studio of Wellfleet</b> <b>Sales Associate/Jeweler's Assistant</b>	Wellfleet, MA	August 2016 – present
<b>Munson's Chocolates</b> <b>Retail Sales Associate</b>	West Hartford, CT	September 2013 – January 2014
<b>Ann Taylor</b> <b>Retail Sales Associate</b>	West Hartford, CT	September 2013 – January 2014
<b>Comprehensive Psychiatric Associates</b> <b>Office Assistant</b>	Wellesley, MA	December 2010 – April 2011
<b>The Juice</b> <b>Hostess/Server</b>	Wellfleet, MA	June – August 2009
<b>Jules Besch Stationers</b> <b>Solo Sales Clerk</b>	Wellfleet, MA	June – August 2009, 2008
<b>Gardens by Settie</b> <b>Landscaper</b>	Wellfleet, MA	May – June 2008
<b>Abiyoyo</b> <b>Retail Sales Associate</b>	Wellfleet, MA	June – August 2007, 2006

## Michaela Miteva

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**From:** Elaine McIlroy <emcilroy@comcast.net>  
**Sent:** Monday, December 5, 2016 3:45 PM  
**To:** Board of Selectmen  
**Cc:** Michaela Miteva; Dan Hoort  
**Subject:** Letter of Support for WHA State appointee  
**Attachments:** WHA intent letter.pdf; Mia Baumgarten - resume.pdf

Dear Board,

On behalf of the Wellfleet Housing Authority I am asking that a member of the Board write a letter of support to Gov. Baker recommending Mia Baumgarten to succeed Martha Gordon as the State appointed member for a five year term on the Wellfleet Housing Authority. After a productive term that ends on January 20, 2017, Ms. Gordon is stepping down and we are excited to have an accomplished member of our younger generation, eager and able to serve.

In order to get Mia appointed the WHA needs to submit letters of support to the Governor. Drafts of Mia's letter of interest and her resume are included here and the draft of the WHA letter is being sent in a separate email. I would like to send off a packet to the Governor as soon as possible. Please contact me with any questions and please put me on the next possible agenda if necessary to fulfill this request.

Sincerely,  
Elaine McIlroy,  
Chairman, WHA  
617-947-1269

December 5, 2016

Governor Charles Baker  
Office of the Governor  
Room 280  
Boston, MA 02133

Dear Your Excellency,

On behalf of the Wellfleet Housing Authority, I am writing to recommend Mia Baumgarten to fill the five year term as the Governor's appointee to the Wellfleet Housing Authority. The term of Martha Gordon, the current State appointee, ends January 20, 2017, and she will be stepping down after a very productive term. We are grateful for her service and are pleased to have an excellent new candidate to recommend to fill the position.

In a town with the average price of a home exceeding \$600,000 and one of the oldest populations in the State, Mia Baumgarten is an accomplished young woman, with a young family, who is committed to working to bring more affordable opportunities to our workforce and all in need of safe, secure housing to insure a vibrant, diverse and healthy community.

After working for several years in various capacities with media outlets and non profit organizations in Massachusetts, writing, researching, editing, producing and handling many technical details, she and her husband were able to move to Wellfleet, where she spent summers, to raise their family.

A graduate of Weston High School and Emerson College, Mia brings with her a wealth of skills that would greatly benefit the Wellfleet Housing Authority. She has excellent writing skills, is proficient in many areas of technology and social media. Combining these skills with her connection to Wellfleet 's younger demographic, will be an immense help in our mission of outreach to promote, create and preserve affordable housing in Wellfleet.

We highly recommend Mia Baumgarten to be your appointee to the Wellfleet Housing Authority as of January 21, 2017 and have enclosed her letter of interest, her resume, and letters of support. Thank you for your consideration. Wishing you all the best in the New Year.

Sincerely,

Elaine McIlroy, Chairman, Wellfleet Housing Authority  
[emcilroy@comcast.net](mailto:emcilroy@comcast.net)  
617-947-1269

11/30/16

Dear Ms. McIlroy,

I would like to submit myself as a candidate to fill the imminent vacancy within the Wellfleet Housing Authority. I believe that my skills and experience, combined with my passion for keeping the delicately balanced ecosystem of our community healthy and vibrant, make me an ideal applicant for the position.

I have lived in Wellfleet off and on for over ten years. My parents live here, as do most of my friends, and last summer my husband and I were finally able to move here permanently. We have had the great good fortune to acquire a house in town, and we are determined to raise our family here, in the peace and beauty of the National Seashore.

But many of my friends and neighbors are struggling to afford even rental housing, and have very little hope of buying homes of their own in Wellfleet. And it is these people—many of whom are young, in their twenties and thirties—who truly make the town what it is. Fishermen, waitresses, nurses, artists, the men and women who work the oyster grants and tend local gardens, who care for the sick and the elderly, are slowly being pushed out of living where they love.

I see it firsthand, and it breaks my heart to watch the vitality of Wellfleet being slowly drained by a lack of affordable homes. I can't build houses, but I have years of experience in writing, strategizing, and creating media for nonprofits, and I have a strong desire to help in any way I can to staunch this tragic exodus. I believe that in working with the Wellfleet Housing Authority, I could make a true contribution.

Thank you for your time and consideration.

Best,

Mia

# Mia Baumgarten



45 Pier Road • Wellfleet, MA 02667 • 617.275.6277 • miabaumgarten@gmail.com

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## Skills

Understanding and articulating the needs of the client in a warm and professional manner; learning on the job, remaining calm and focused in a busy work environment, taking direction when needed and assuming it when necessary.

Excellent writing (promotional, content, technical), proofreading, copyediting, and graphic design abilities.

Working within a nonprofit environment dedicated to garnering and distributing resources for a singular cause; combining technology, writing skills, and passion to fulfill company needs.

Delivering creative projects and services tailored to specific needs and desires of clients ranging from large corporations to small, independent groups; working in collaborative environments (reporting staff, cinematic field and post, theatrical crews, television writing).

Proficiency in **Microsoft Office, Final Cut Pro, Adobe Photoshop, Final Draft Pro, Motion, Soundtrack Pro, DVD Studio Pro, Adobe Encore, Compressor**; working with **film and digital still and motion cameras; smartphones, tablets, laptops (Apple, Windows, and Linux)**; experience with **Adobe Premiere, Maya, GarageBand, Color, Adobe Dreamweaver**.

Years of experience in:

Performing to an exacting standard under the intense pressure of a live television environment; working with a team to seamlessly integrate skill sets; troubleshooting unsupported technologies within minutes in order to perfect an on-air product.

Acting as a staff writer on the internal ESPN technical operations newsletter, researching, comprehending, and compressing vast amounts of highly complex knowledge into informative, engaging pieces.

Stage management on a professional level, coordinating a diverse group of actors and technicians to produce high-caliber performances (while also acting as lighting designer and set builder).

Organization, installation, implementation, and maintenance of both analog and cutting-edge digital technologies including lighting, cameras, studio sets, cables, signal flow, routing; extensive infrastructure buildouts to support nationally televised productions.

Studio and field shooting, technical directing, producing, lighting, audio recording and mixing; post-production editing, animating, rendering, and color correcting for informative, entertaining and journalistic pieces ranging from under a minute to 25 - 30 minutes.

Scriptwriting short PSAs and comedic skits as well as long-form television pilots and short documentaries.



## BOARD OF SELECTMEN

AGENDA ACTION REQUEST  
Tuesday, June 27, 2017

III

### APPOINTMENTS/REAPPOINTMENTS

<b>REQUESTED BY:</b>	Janet Haymowitz
<b>DESIRED ACTION:</b>	Fill a vacancy on the Cultural Council
<b>PROPOSED MOTION:</b>	I move to appoint of Janet Haymowitz to the Cultural Council with term to June 30, 2020.
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s): _____
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____





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

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

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

☐ Name Janet Hymowitz Date 6/15/17

Mailing Address P.O. Box 821  
Wellfleet, MA 02667

Phone (Home) \_\_\_\_\_ (cell) 603-493-3047

E-mail janet.hymowitz@gmail.com

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

I am an artist who has had three exhibitions in Wellfleet at  
Preservation Hall (2015, 2016) and at the Wellfleet Public Library (2013).  
I am currently a house manager for the Harbor Stage Theater and a  
member of the Friends of the Library.

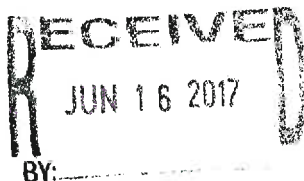
☐ Please add any other information that you think may be useful, including education or other formal training, specialized courses, professional licenses or certifications, etc.: \_\_\_\_\_

Art student since 2008 at Sharon Arts Center, Sharon NH and at  
Chatham Center for the Arts  
M.Ed. in early childhood education - retired teacher

☐ Committees/Boards of Interest: 1) Wellfleet Cultural Council

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

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



BY: \_\_\_\_\_



## BOARD OF SELECTMEN

AGENDA ACTION REQUEST  
Tuesday, June 27, 2017

# IV

### USE OF TOWN PROPERTY

<b>REQUESTED BY:</b>	Laura Henry for the Wellfleet Chamber of Commerce
<b>DESIRED ACTION:</b>	Approve use of Town property request
<b>PROPOSED MOTION:</b>	I move to approve the request of the Wellfleet Chamber of Commerce to use the Marina parking lot, Holbrook Avenue, Main Street and East Commercial Street for Annual Holiday Parade on July 4, 2017 from 8 am to 10 am with no use fee and conditions as listed on the use form.
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s): _____
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____

17-34

TOWN OF WELFLEET  
APPLICATION FOR PERMIT TO USE TOWN OWNED PROPERTY

Applicant Lara Henney

Affiliation or Group Welfleet Chamber of Commerce

Telephone Number 508-349-2510

Mailing Address Box 571

Email address info@welfleetchamber.com Welfleet, MA 02667

Town Property to be used (include specific area) Pier parking lot to assemble,

Parade route: Holbrook Ave, Main Street, E. Comm'l. St.

Date(s) and hours of use: Tuesday, July 4th, 2017 - 8 AM - 10 AM

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

Annual holiday parade.

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

Services as recommended by Police Chief Fisetle,  
Fire Chief Pauley, and DPW Director Mark Vincent.

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

Action by the Board of Selectmen:

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

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

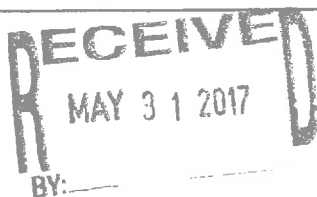
\_\_\_\_\_ Disapproved for following reason(s): \_\_\_\_\_

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

Processing Fee: \$50.00

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

(over)



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

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

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

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

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

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



## BOARD OF SELECTMEN

AGENDA ACTION REQUEST  
Tuesday, June 27, 2017

# IV

### USE OF TOWN PROPERTY

<b>REQUESTED BY:</b>	Lee Wotherspoon/Quiet Mind Studio
<b>DESIRED ACTION:</b>	Approve use of Town property request
<b>PROPOSED MOTION:</b>	I move to approve the request of Lee Wotherspoon/Quiet Mind Studio to use the Marina the Marina bandstand for yoga classes from July 3 to August 28, 2017 from 5:15 pm to 7 pm with \$350 use fee and conditions as listed on the use form.
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s): _____
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____

17-36

APPLICATION FOR PERMIT TO USE TOWN OWNED PROPERTY

TOWN OF WELLFLEET  
300 MAIN STREET  
WELLFLEET, MA 02667

Applicant LEE WOTHERSPOON

Affiliation or Group Quiet Mind Studio

Telephone Number 508-349-2429

Mailing Address 44 Cypress St.

Email address lee@quietmindstudio.com

Wellfleet MA 02667

Town Property to be used (include specific area) Bandstand stage only at town pier.

Date(s) and hours of use: Mondays July 3 - Aug 28 5:15pm - 7pm

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.

Small yoga class for adults only. All participants on bandstand deck with certified, insured instructor. Participants pay \$12-17/class. Deck size will limit participation and parking needs. Anticipate 5-10 cars

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

NONE requested nor required

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

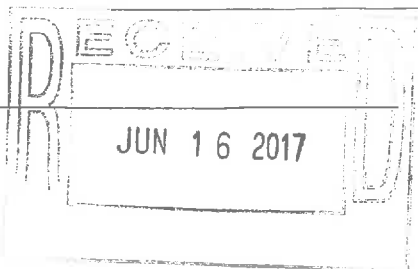
Action by the Board of Selectmen:

\_\_\_\_ Approved as submitted

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

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

Date:



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

\$50.00

paid

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

(over)

APPLICANT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSPECTIONS

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

*[Handwritten signature and 'X' mark in Health/Conservation Agent section]*

*[Handwritten signature, 'OK', and '6-22-17' in Inspector of Buildings section]*

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

*[Handwritten signature, '6/22/17', and 'OK' in Police Department section]*

*[Handwritten 'phone ok' and '6/23' in Fire Department section]*

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

*[Handwritten signature and '6/23/17' in DPW section]*

*[Handwritten 'X' mark in Community Services Director section]*

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

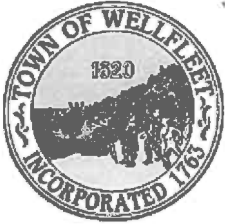
*[Handwritten 'phone ok' in Harbormaster section]*

*[Handwritten 'X' mark in Shellfish section]*

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

*[Handwritten 'phone ok' and '6/23/17' in Recreation section]*

*[Handwritten signature 'Amel R. Hoot' in Town Administrator section]*



## BOARD OF SELECTMEN

AGENDA ACTION REQUEST  
Tuesday, June 27, 2017

# IV

### USE OF TOWN PROPERTY

<b>REQUESTED BY:</b>	Katherine Weeks/Sugar Surf Cape Cod
<b>DESIRED ACTION:</b>	Approve use of Town property request
<b>PROPOSED MOTION:</b>	I move to approve the request of the Katherine Weeks/Sugar Surf Cape Cod to use the White Crest Beach for surf lessons from June 20 to October, during low tide with \$350 use fee and conditions as listed on the use form.
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):  
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____



17-35

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

Applicant

Katherine Weeks

Affiliation or Group

Sugar Surf Cape Cod

Telephone Number

508240 4166

e-mail address

WeeksKaty@gmail.com

Mailing Address

PO BOX 1553 WellFleet MA 02667

Date(s) of use

June 20 - October

Hours of use

Low Tides

Estimated Attendance

daily

Is this a commercial venture requiring insurance?

yes

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

Sugar Surf Cape Cod provides surf lessons for people ages 6 and up at white crest Beach June - October. We also run The YMCA Summer Surf Camps. Fees: \$5.00 for private \$15.00 for double and \$65.00 for 3 or more people for 1.5 hr lesson.

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

No assistance needed

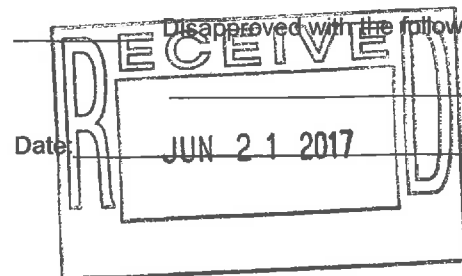
**NOTE TO APPLICANTS:** All applications must be accompanied by a non-refundable \$50.00 processing fee. Applications must be received at least 30 days prior to the first event date to insure that all reviews may be completed prior to the event. This application is only for permission to use Town property.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

Action by the Board of Selectmen:

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

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

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



Processing Fee: \$50.00

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

paid

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

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

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

*Richard Pauley, Jr. (#)*

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

*OK. SG. Tanno 6/21/17*  
*This ~~company~~ <sup>young lady</sup> and her company*  
*are a benefit to all young*  
*female servers/students.*

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

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

*Camille R. Hood*

*THIS IS ALL*



## BOARD OF SELECTMEN

AGENDA ACTION REQUEST  
Tuesday, June 27, 2017

V

### LICENSES

<b>REQUESTED BY:</b>	Stephen Rome / Provincetown Pilgrim Properties, LLC
<b>DESIRED ACTION:</b>	Approve CV and Food Truck Licenses
<b>PROPOSED MOTION:</b>	I move to approve the request of Stephen Rome/ Provincetown Pilgrim Properties, LLC dba Kung Fu Dumplings for Common Victualler's and Food Truck License at 2520-A Route 6, Wellfleet, MA 02667.
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):  
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____

General CV 2037  
FS 3042  
FT 1703

TOWN OF WELFLEET  
300 MAIN STREET  
WELFLEET, MA 02667

2017

Fee 150  
BOH Fee 100  
Processing Fee 50  
TOTAL \$300.00

Business Name/Map/Lot Pronuncetown Pilgrim Properties LLC  
DBA. King Fu Donuts  
Mailing Address 418 Commercial St  
Town/State/Zip Pronuncetown, MA 02657  
Business Street Address 2520-A, Rt. 6  
Business Telephone No. 941-350-1194 Federal ID Number (Mandatory) 46-4838936  
Manager Stephen Rome E-Mail Address StephenRome@me.com

1. Applicant is (a) an: Individual L.L.C.
2. If applicant is an individual or partnership please answer below:

Applicant #1

a. Tel. No. 941-350-1194  
b. Name Stephen Rome  
c. Street Address 418 Commercial St. P-town, MA 02657  
d. Mailing Address \_\_\_\_\_

Applicant #2

a. Tel. No. \_\_\_\_\_  
b. Name \_\_\_\_\_  
c. Street Address \_\_\_\_\_  
d. Mailing Address \_\_\_\_\_

3. If applicant is a corporation or trust, please answer below:

List the titles of all officers and manager:

Title

Full Name

Home Address

Title	Full Name	Home Address
Partner	Stephen Rome	6 Cabral Farm Rd. N. Duro, MA 02652

4. Corporate or Trust Name Pronuncetown, Pilgrim Properties LLC  
Corporate Mailing Address 418 Commercial St. P-town, MA 02657  
Corporate Tel. No. 941-350-1194
5. Anticipated Opening Date: Year Round \_\_\_\_\_ Seasonal June - Sept.

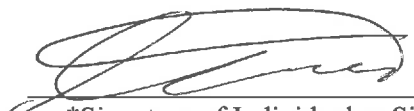
6. Fully describe type of business conducted (i.e. retail, restaurant, food, gallery): Food Truck
7. Seating Capacity N/A Hours of Operation 11-8
8. Special conditions or Restrictions required by Zoning Board of Appeals, Board of Selectmen or Board of Health.  
Please attach copies:

9. Fully describe premises to be licensed including number of rooms and square footage: \_\_\_\_\_

10. Has any person in this application ever had his/her license revoked or cancelled? NO

If yes, state for each name the date and reasons why the license was revoked or cancelled: \_\_\_\_\_

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

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

Pronhetown Pilgrim Properties LLC  
\_\_\_\_\_  
Corporate Name (Mandatory if Applicable)

46-4838936  
\_\_\_\_\_  
Federal Identification No. **MANDATORY**

07/09/17  
\_\_\_\_\_  
Date of Application

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

FOR OFFICE USE ONLY BELOW THIS LINE

Department Head or Designee Signatures

Police Dept.	_____	Date	_____	Comment	<u>See Email</u>
<del>Fire Dept.</del>	<del>_____</del>	<del>Date</del>	<del>5/18/17</del>	<del>Comment</del>	<del>NOT APPROVED - No Suppression</del>
Tax Collector	<u>W. J. Sullivan</u>	Date	<u>6/22/17</u>	Comment	_____
Bldg. Inspector	<u>Joe P. R.</u>	Date	<u>06-22-16</u>	Comment	<u>Truck to be Moved off Site Daily</u>
Health	_____	Date	_____	Comment	_____

Date Received 6/9/17 Fee Received 300 By (initials) SWM Date Issued \_\_\_\_\_

Regulations for the operation of Food Trucks.

The undersigned hereby applies for a Food Truck License in accordance with the provisions of Town of Wellfleet Board of Selectmen Regulations.

(PLEASE TYPE OR PRINT CLEARLY)

Name of Applicant: *Stephen Kane*  
D.O.B: 05/24/1984

Date: 05/23/2017

Drivers. License Number: S79154931

Fed.ID #: 46-4838936

Mass Division of Motor Vehicles Lic Number: D28170

Business Address: 293 Commercial St. Provincetown, MA 02657

Home Address: 418 Commercial St. Provincetown, MA 02657

Business Telephone: 774-538-7106

Cell Phone: 941-350-1194

Name of Operation: Provincetown Pilgrim Properties LLC DBA Kung Fu Dumplings

Plan Review and/or Preliminary Approval (Required for Approval)

Reviewing Department	Signature of Approving Authority	Date of Plan Review/Approval
Building Department:	<i>[Signature]</i>	06-22-17
Health Department:	<i>[Signature]</i>	6/9/17
Police Department	<i>[Signature]</i>	6/9/17
Fire Department:	<i>[Signature]</i>	

Regulations for the operation of Food Trucks.

PROVIDE THE FOLLOWING INFORMATION WITH RESPECT TO EACH LOCATION:

What will be the hours of operation? 11AM - 7PM

Time(s) of Peak Customer Activity N/A

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

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

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

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

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

Location(s)	2520-A Route 6 Wellfleet, MA 02667

I the undersigned state that the information provided in this application, and associated attachments, is true and accurate to the best of my knowledge:

Signature:



Printed Name: Stephen Rome

Date: 05/23/2017

Note: No Food Truck License will be approved until the applicant addresses all issues and/or concerns to the satisfaction of the Board of Selectmen; and no Food Truck License will be issued until all required inspections have been conducted, permits granted, and final approvals given.

=====

FOR OFFICE USE ONLY

Final Permits/Approvals Granted (Required Before TFL will be Issued)

Approving Department	Yes	No	If "No," Reason Why	Date of Final Approval
Building Department:				
Health Department:				
Police Department:				
Fire Department:				

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

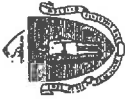
*Take care of your license.  
Lost license will not be replaced.*

Fee: \$60.00  
Display \$2.00

**No 124217 A**

Licensee: STEPHEN ROME

6 CABRAL FARM ROAD  
NORTH TRURO, MA 02652



Expires: 05/21/18

**The Commonwealth of Massachusetts**

DIVISION OF STANDARDS  
ONE ASHBURTON PLACE, BOSTON

Date of Birth: 05/24/84

Date 05/22/17

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

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

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

*[Signature]*  
Director of Standards

**THIS LICENSE IS NOT TRANSFERABLE**

Signature of Licensee





MASSACHUSETTS DEPARTMENT OF REVENUE  
PO BOX 7044  
BOSTON, MA 02204-7044  
CONTACT CENTER  
(617) 887-6367

Letter ID: L2057166336  
Notice Date: May 23, 2017  
Account ID: MLS-10651092-008

## SALES TAX ON MEALS AND BEVERAGES REGISTRATION CERTIFICATE



PROVINCETOWN PILGRIM PROPERTIES LLC  
KUNG FU DUMPLINGS FOOD TRUCK  
418 COMMERCIAL ST  
PROVINCETOWN MA 02657-2417

Attached below is your Sales Tax on Meals and Beverages Registration Certificate (Form MT-1). Cut along the dotted line and display at your place of business. You must report any change of name or address to us so that a correct MT-1 can be issued.

At any time, you can log into your MassTaxConnect account at [mass.gov/masstaxconnect](http://mass.gov/masstaxconnect) to view and re-print a copy of this certificate.

DETACH HERE



**MASSACHUSETTS DEPARTMENT OF REVENUE**  
**Sales Tax on Meals and Beverages Registration Certificate**

**Form MT-1**

**This registration must be posted and visible at all times.**

PROVINCETOWN PILGRIM PROPERTIES LLC  
2520A STATE HWY RTE 6  
WELLFLEET MA 02667-8952

**Account ID:** MLS-10651092-008  
**Certificate Number:** 499675136

This certifies that the taxpayer named above is registered under Chapters 62C and 64H of the Massachusetts General Laws to sell meals and beverages at the address shown above. This registration is non-transferable and may be suspended or revoked for failure to comply with state laws and regulations.

**Effective Date:** June 1, 2017

## AGREEMENT FOR LEASE

Agreement entered into this 30 day of April 2017, by and between **Stephen Rome dba Kung Fu Dumplings, 418 Commercial St Provincetown , MA, 02657**, hereinafter referred to as Lessee. B C Realty Trust, 2520-A Route 6, Wellfleet, MA 02667, hereinafter referred to as Lessor.

WITNESSETH that in consideration of rent and covenants herein contained on the part of the Lessee to be paid, performed and observed, the Lessor does hereby let, lease, and devise unto the Lessee as follows;

### PREMISES

The leased premises consist of **one of the six designated parcels for an open air market, which has been approved by the Town of Wellfleet Zoning Board of Appeals**, located at **2520-A Route 6 Wellfleet, MA, 02667** as described on Assessors Map # 23 & Parcel # 34.

### TERM

This lease shall be for a term of **5 Months** commencing on the **15<sup>st</sup>** day of **May, 2017** and ending on the **31<sup>st</sup>** Day of **October, 2017**

### RENT

The Lessee shall pay to the Lessor, a rent rate of **\$ 6,000.00**. Per season, payable in advance and defined 3 Equal Payments of \$2,000.00, unless the vendor actually removes their unit, cart, table or any form of doing business, so that a new vendor can take possession of said space which was occupied by said vendor. Rental period shall Beginning **15<sup>st</sup> day of May, 2017** and concluding on the **31** of **October, 2017**

### UTILITIES

The Lessee shall pay for all Lessees' utilities, including but not limited to oil, gas, and electricity, and hold the Lessor harmless from any failure to pay such utilities.

### USE OF THE LEASED PREMISES

The Lessee shall use the lease premises only for commercial food cart service, at this time. The Lessee agrees that they will be solely responsible for keeping clean of the premises, providing all trash cans and containers for waste and that they will remove all trash to the locale town dump at their cost, daily.

### **MAINTENANCE OF PREMISES**

The Lessee agrees to maintain the leased premises in the same condition as they are at the commencement of the term or as they may be during the term of this lease. Damage by fire and other casualty are the only exception. Lessee acknowledges that the leased premises are now in good order.

### **Mechanic's Liens**

The Lessee shall not make any structural alterations to the leased premises, but may make non-structural alterations with a written agreement between Lessor and the Lessee. All such allowed alterations shall be at Lessee expense and be in such allowed alterations shall be at Lessee expense and be in quality at least equal to present condition. Lessee shall not permit mechanic's liens to remain on the leased premises for labor and material furnished to the Lessee or claimed to have been furnished to the Lessee in connection with work of any character performed or claimed to have been performed at the direction of Lessee and shall cause any lien to be released of record forthwith without cost to Lessor. Any alteration or improvements made by the Lessee shall become the property of the Lessor at the termination of occupancy as provided herein.

### **ASSIGNMENT- SUBLEASING**

The Lessee shall not assign or sublet the whole or any part of the leased premises without written consent from the Lessor.

### **SUBORDINATION**

This lease shall be subject and subordinate to; any and all mortgages: deeds of trust and other instrument in the nature of a mortgage, now or at any time hereafter; a lien or liens on the property of which the leased premises are a part and the Lessee shall, when requested, promptly execute and deliver such written instrument as shall be necessary to show the subordination of this lease to said mortgages, deeds of trust, or other such instruments in the nature of a mortgage.

### **LESSEE'S LIABILITY INSURANCE**

Lessee shall name be to, cover the business operation of their food cart business and they shall have and named Lessor in additional coverage for the Lessor protection from any harm due to their business operation and that they shall provide the Lessor a copy of the policy, prior to the commencement of their business.

### **CONTINGENCY**

This lease is contingent upon of approval of Wellfleet town boards.

### **FIRE, CASUALTY, EMINENT DOMAIN**

In the event that the whole or any part of the demised premises shall be taken by action of the Town or other public authority, for any street or other public use, or shall be destroyed or damaged by fire or other cause, or shall suffer any direct or consequential damage for which the Lessor or Lessee shall be entitled to compensation, then this lease

and the term hereof shall terminate at the election of the Lessee. If the Lessee does not elect to so terminate this lease, in the event of any such taking, destruction, or damage of the demised premises rendering the demised premises or any part thereof unfit for use and occupation by the lessee, then a just proportion of the rent herein before reserved, according to the nature and extent of the injury sustained by the demised premises, or in the case of such taking, what may remain thereof, shall be put in proper condition for use and occupation by the Lessee.

#### **QUIET AND ENJOYMENT**

The Lessor covenants and agrees that in consideration for the rents and covenants on ;the part of the Lessee to be paid, performed and observed, that the Lessor, so long and said rents and covenants are so paid, preformed, and observed in a timely fashion by the Lessee, shall leave the Lessee in quiet enjoyment of the premises herein demised.

#### **VACANCY WRITTEN NOTIFICATION**

The Lessee agrees, as a condition of the lease, to notify the Lessor in writing whenever the Lessee intends not to occupy the premises. Said written notification must be via certified U.S. mail or be hand delivered to Lessor at least (7) days prior to Lessee's departing the premises. If the Lessee Desires to store their cart on the property during this period the Lessee agrees to hold the Lessor harmless for any damage that may take place.

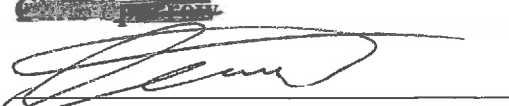
#### **SEPARABILITY**

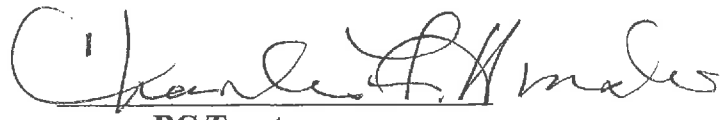
In the event any paragraph of this lease shall be held invalid, or illegal, the remainder of this lease shall remain in full force and effect and binding upon the Lessor and Lessee.

In Witness Whereof, the Lessor and Lessee have hereunto set their hands and seal this

30 day of April 2017

CFH

  
\_\_\_\_\_  
Stephen Rome

  
\_\_\_\_\_  
BC Trust  
By: Charles F. Amsler

## Jeanne Maclauchlan

---

**From:** Rich Pauley  
**Sent:** Thursday, June 22, 2017 1:40 PM  
**To:** Jeanne Maclauchlan; Dan Hoort  
**Cc:** stephenrome@me.com; Justin Post; Joe Cappello; Theresa Townsend; Brian Carlson  
**Subject:** FW: Food truck regulations  
**Attachments:** 2017 06-19 Stephen Rome .pdf

Hello Jeanne and Dan,

I inspected the Kung Fu Dumpling food trailer this afternoon and it now meets the requirements of the Massachusetts Comprehensive Fire Safety Code. An approved automatic fire suppression system has been installed in the unit as required.

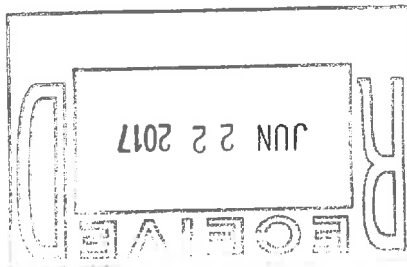
I am approving Mr. Rome's food truck license application for his food trailer.

As always, don't hesitate to contact me with any questions. Thank you.

Rich

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

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



-----Original Message-----

**From:** Dan Hoort  
**Sent:** Tuesday, June 20, 2017 1:05 PM  
**To:** Stephen Rome <stephenrome@me.com>  
**Cc:** Brian Carlson <Brian.Carlson@wellfleet-ma.gov>; Rich Pauley <rich.pauley@wellfleet-ma.gov>  
**Subject:** RE: Food truck regulations

Mr. Rome,

Your application has been withdrawn from the Selectmen's meeting on June 27th. The Fire Chief has not signed your permit because you have failed to comply with the Massachusetts Comprehensive Fire Safety Code. Specifically your unit is not protected with an automatic fire suppression system. Please see the attached.

Dan

Daniel R. Hoort  
Town Administrator  
Town of Wellfleet  
300 Main Street

Wellfleet, MA 02667  
(508) 349-0300

-----Original Message-----

From: Stephen Rome [mailto:stephenrome@me.com]  
Sent: Monday, June 19, 2017 1:17 PM  
To: Dan Hoort <Dan.Hoort@wellfleet-ma.gov>  
Subject: Re: [Wellfleet MA] Food truck regulations

Thank you very much. Here is an underlining concern about the price of the application and the fact that a common Vic license is required for a food truck. And that sunbird paid \$250, the online application says \$50 and I was required to pay \$300. I think that this is something that should be taken care immediately. The discrepancies are unacceptable and I like to know where my money is going.

Stephen Rome  
(941) 350-1194

> On Jun 19, 2017, at 12:32 PM, Dan Hoort <Dan.Hoort@wellfleet-ma.gov> wrote:

>

> I understand your frustration. It is my intent to look at and hopefully revise some of our practices in town. I want the Town of Wellfleet to be more user and business friendly. When a business wants to operate in town we should be doing what we can to make it a positive experience. We aren't there yet, but I'm working on it.

>

> Sorry you have not had a good experience, I hope that if you go through it again next year it will be a better experience.

>

> Dan

>

> -----Original Message-----

> From: Stephen Rome [mailto:stephenrome@me.com]  
> Sent: Monday, June 19, 2017 12:30 PM  
> To: Dan Hoort <Dan.Hoort@wellfleet-ma.gov>  
> Subject: Re: [Wellfleet MA] Food truck regulations

>

> I get that it's just that they were not asked any questions and it feels that I am being held to different standards. It's not a big deal I just would like some equality and the requirements are holding me back by at least a month.

>

> Stephen Rome  
> (941) 350-1194

>

>> On Jun 19, 2017, at 12:20 PM, Dan Hoort <Dan.Hoort@wellfleet-ma.gov> wrote:

>>

>> Because you are not Sunbird you need a license in your own name. Anyone going to that location would need the license. The license goes to the operator of the business, not the location.

>>

>> Hope that helps,

>> Dan

>>

>>

>> -----Original Message-----

>> From: Stephen Rome [mailto:stephenrome@me.com]

>> Sent: Monday, June 19, 2017 12:18 PM

>> To: Dan Hoort <Dan.Hoort@wellfleet-ma.gov>

>> Subject: Re: [Wellfleet MA] Food truck regulations

>>

>> It's not about the approval it's about the discrepancies. There was already a license given to the sunbird for that location.

>>

>> Stephen Rome

>> (941) 350-1194

>>

>>> On Jun 19, 2017, at 11:47 AM, Dan Hoort <Dan.Hoort@wellfleet-ma.gov> wrote:

>>>

>>> Hi Stephen,

>>>

>>> The Selectmen must approve a food truck application, there is nothing I can help with on that. And the Zoning Board of Appeals must approve a special use permit for the truck to be located on private property. It's in the zoning regulations so I'm unable to change anything on that. If both the Selectmen and Zoning Board of Appeals approve your application you should be good to go.

>>>

>>> Dan

>>>

>>> Daniel R. Hoort

>>> Town Administrator

>>> Town of Wellfleet

>>> 300 Main Street

>>> Wellfleet, MA 02667

>>> (508) 349-0300

>>>

>>>

>>>

>>> -----Original Message-----

>>> From: Stephen Rome [mailto:Stephenrome@me.com]

>>> Sent: Thursday, June 15, 2017 9:11 PM

>>> To: Dan Hoort <Dan.Hoort@wellfleet-ma.gov>

>>> Subject: [Wellfleet MA] Food truck regulations

>>>

>>> Message:

>>>

>>> I would rather speak to you in person or on the phone about this situation, but I will start with his message. I have attached 2 images to this message.

>>> The first is the current application for food trucks in Wellfleet, the second is a message I received from the owner of the sunbird food truck. I was charged \$300 for my application, I also tried to start the process of making my food truck license in the beginning of may, I had everything that was required by the application and was told by the health inspector that I needed more and that there are new regulations that were not on the application that needed to be for filled. I am on the agenda for the 26th of June selectmen's meeting, but I have already lost 2 months of business per the instructions posted on the town website. If you have time please get back to me so we can solve this issue. My cell is 941-350-1194

>>>

# Wellfleet Fire Department



10 Lawrence Road, Wellfleet, MA 02667

Richard J. Pauley, Jr.  
Fire Chief

Phone: (508) 349-3754  
Fax: (508) 349-0318

June 19, 2017

Mr. Stephen Rome  
Kung Fu Dumplings  
418 Commercial Street  
Provincetown, MA 02657

*RE: Request for Fire Department Approval for Food Truck License,  
Kung Fu Dumplings Food Truck and/or Trailer Unit*

Dear Mr. Rome

This letter is in reference to your request for this Department's approval for a food truck license for the Kung Fu Dumpling Food Truck and/or Trailer Unit.

Please be advised that this Department is not approving your license, as the food truck and/or trailer unit does not meet the minimum requirements of the Massachusetts Comprehensive Fire Safety Code, 527 CMR 1.00. Specifically, the food truck and/or trailer unit is not protected with an automatic approved fire suppression system in accordance with NFPA 96, *Standard for the Ventilation and Control and Fire Protection of Commercial Cooking Operations*, 527 CMR 1.00, Chapter 50.2.1.9.

You should recall that in May, 2016, I informed all food truck owners/occupants that this Department would allow for a one (1) year time frame to come into compliance with the requirements of the Massachusetts Comprehensive Fire Safety Code (please see attached).

As the one (1) year time frame has expired, all food trucks approved by this Department must first meet all applicable requirements of the Massachusetts Comprehensive Fire Safety Code prior to approval by the fire chief. Upon completion of the installation of the approved fire safety/suppression equipment, this Department will review and consider your food truck license application. Please don't hesitate to contact me with any questions or concerns.

Very truly yours,

Richard J. Pauley, Jr.  
Fire Chief  
Town of Wellfleet



# Wellfleet Fire Department



10 Lawrence Road, Wellfleet, MA 02667

Richard J. Pauley, Jr.  
Fire Chief

Phone: (508) 349-3754  
Fax: (508) 349-0318

## Food Truck/Trailer Requirements

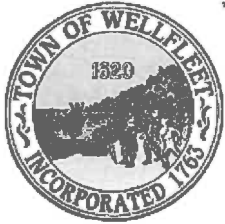
In accordance with 527 CMR 1.00 *Massachusetts Comprehensive Fire Safety Code*, the following shall apply to all Food Trucks and/or Trailers licensed in the Town of Wellfleet:

1. Cooking equipment used in Food Trucks and/or Trailers shall be protected with an approved automatic fire extinguishing equipment in accordance with NFPA 96, *Standard for Ventilation Control and Fire Protection of Commercial Cooking Operations* in accordance with 527 CMR 1, Chapter 50.2.1.9.
2. Fire extinguishing equipment shall include both an automatic fire extinguishing equipment and portable fire extinguisher(s) in accordance with 527 CMR 1, Chapter 50.4.4.1.
3. Hoods, grease removal devices, fan, ducts, etc. shall be cleaned a minimum of quarterly in accordance with 527 CMR 1, Chapter 50.5.4.
4. Only qualified individuals who hold a Certificate of Competency issued by the Massachusetts State Fire Marshal shall perform cleaning or inspection services of commercial kitchen equipment in accordance with 527 CMR 1, Chapter 50.5.6.2.1.1.
5. All interior surfaces of the exhaust system shall be accessible for cleaning and inspection purposes in accordance with 527 CMR 1, Chapter 50.2.1.8.

As there are additional requirements outlined in the Massachusetts Comprehensive Fire Safety Code, the Wellfleet Fire Department strongly encourages the owner/operator of any Food Truck and/or Trailer to meet with representatives of this Department prior to completing the required Town of Wellfleet Food Truck License Application.

For additional information or questions, please contact Lt. Joseph Cappello at [Joe.Cappello@wellfleet-ma.gov](mailto:Joe.Cappello@wellfleet-ma.gov), or Administrative Assistant Theresa Townsend at [Theresa.Townsend@wellfleet-ma.gov](mailto:Theresa.Townsend@wellfleet-ma.gov).

Richard J. Pauley, Jr.  
Fire Chief  
Town of Wellfleet  
05/17/2016



## BOARD OF SELECTMEN

AGENDA ACTION REQUEST  
Tuesday, June 27, 2017

# VI

### BUSINESS

<b>REQUESTED BY:</b>	Denny O'Connell – Wellfleet Conservation Trust
<b>DESIRED ACTION:</b>	Approve a conservation restriction
<b>PROPOSED MOTION:</b>	I move to approve the request of the Wellfleet Conservation Trust for a conservation restriction on part of Hamblen Farm as presented and sign the conservation restriction document.
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):  
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____



# Board of Selectmen

## Request for Placement on Agenda

Name: Dennis O'Connell

Address: Box 2121 - 02667

Company or Organization Representing: Wellfleet Conservation Trust

Phone Number: 508-349-2162

Email Address: dennyoc@comcast.net

Specific Request: Review, approval and signature for  
a new Conservation Restriction on part of  
the Hamblen Farm - Requested June 27, 2017 meeting  
The initial CR will be held by  
the Compact of Cape Cod Conservation Trusts, Inc. The  
CR will be transferred to Wellfleet Conservation  
Trust after approval by State Secretary of Energy  
and Environmental Affairs

To be Filed out by Dept. \_\_\_\_\_

Applicant Notified: \_\_\_\_\_ Date of Hearing: \_\_\_\_\_

Date Request Completed: \_\_\_\_\_



June 7, 2017

Mr. Daniel Hoort, Town Administrator,  
Town of Wellfleet  
- by electronic delivery -

Dear Mr. Hoort:

**RE: Request for Board of Selectmen approval of a Conservation Restriction (CR) on part of the Hamblen Farm**

On behalf of the Wellfleet Conservation Trust (WCT) and the Compact of Cape Cod Conservation Trusts (the Compact), I request that the Board of Selectmen review and approve the attached Conservation Restriction (CR) on a portion of the Hamblen Farm in Wellfleet. This is a standard CR, as you have reviewed before. This CR has been reviewed by the Conservation Commission. They are recommending your approval based on their Municipal Certificate citing the conservation values of the project.

As you may know the Anthony family has owned this historic homestead for many years. They would like to phase in preservation of the majority of the Hamblen Farm over a series of years. They will donate the CR to the Compact and will receive a tax credit for the donation. The Compact will subsequently assign the CR to WCT for permanent monitoring and enforcement.

I will attend your Board meeting when you are considering this CR proposal to present an overview and respond to any questions you may have.

Sincerely,

*R. Dennis O'Connell*

R. Dennis O'Connell, President  
Enclosures  
cc: Mark Robinson, the Compact

**Grantor: Cushman Anthony, Susan Anthony, Emily Anthony & David Smith**

**Grantee: The Compact of Cape Cod Conservation Trusts, Inc.**

**Property Address: 149 Hamblen Farm Road, Wellfleet**

**Grantor's Title: Barnstable Registry of Deeds Book 27771 Page 34**

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### **CONSERVATION RESTRICTION**

**Cushman Anthony**, for a 37.5 percent undivided interest, **Susan Anthony**, for a 25 percent undivided interest, **Emily Anthony**, for a 25 percent undivided interest, & **David Smith**, for a 12.5 percent undivided interest, c/o Susan Anthony, P.O. Box 1493, Wellfleet Massachusetts 02667, as their interests may appear, as tenants in common, their successors and assigns holding any interest in the Premises as hereinafter defined ("Grantor"), acting pursuant to Sections 31-33 of Chapter 184 of the Massachusetts General Laws, as a gift, for nominal consideration, grant to **THE COMPACT OF CAPE COD CONSERVATION TRUSTS, INC.**, a Massachusetts charitable corporation with an office at 36 Red Top Road, Brewster, Massachusetts 02631, and a mailing address of P.O. Box 443, Barnstable MA 02630 ("Grantee"), with quitclaim covenants, IN PERPETUITY and exclusively for conservation and limited agriculture purposes, the following described **CONSERVATION RESTRICTION**, on a tract of land, totaling approximately 1.84 acres, located in the Town of Wellfleet, County of Barnstable, Commonwealth of Massachusetts, said land being described in Exhibit "A" and shown on Exhibit "C", which are attached hereto, said land hereinafter referred to as the "Premises."

#### **I. 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 in its natural, scenic and undeveloped condition as set forth herein; and to prevent any use or change that would materially impair or interfere with the conservation and preservation values ("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 Division of Ecological Restoration has initiated the *Herring River Restoration Project*, supported by the Towns of Wellfleet and Truro, the Commonwealth and the National Park Service, which would restore almost 1,000 acres of wetlands around the Herring River estuary to more natural tidal flow and saltwater wetland habitats; 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 Critical Natural Landscape areas "critical for the long-term persistence of rare species and other Species of Conservation Concern, as well as a wide diversity of natural communities and intact ecosystems across the Commonwealth"; and,

WHEREAS, in 2004, 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, 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 the Herring River Estuary; 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

*HAMBLÉN FARM- I CONSERVATION RESTRICTION*  
*Wellfleet, MA*

lands, and natural habitat of fish, wildlife or plants and providing scenic enjoyment, outdoor recreation and education of the public;" and,

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 protect wetlands;
- 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 including a 50-foot hilltop;
2. lies within a BioMap2 Critical Natural Landscape Area;
3. lies within the Statewide Land Conservation Plan;
4. is ranked "High" for habitat protection priority in the Cape Wildlife Project;
5. maintains the Town of Wellfleet's rural character from Town roads;
6. is identified by the HRRP as a major private inholding within and abutting the river restoration area; and,
7. 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; and,

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 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:

## **II. PROHIBITED ACTS AND USES, EXCEPTIONS THERETO, AND PERMITTED USES**

A. Prohibited Acts and Uses. Subject to the exceptions set forth herein, 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, wind turbine, solar array, water tower, water storage tank, septic system, 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, boats, trailers, 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;



*HAMBLÉN FARM- I CONSERVATION RESTRICTION*  
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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 and Exceptions. The Grantor reserves the right to conduct or permit the following uses and activities on the Premises, but only if such uses and activities do not materially impair the conservation values or purposes of this Conservation Restriction:

1. a) Grantor has the right to build and maintain a well and associated pumps and piping provided such systems or utilities specifically are built and maintained to serve the c.1790 dwelling at 149 Hamblén Farm Road (as it exists now or as it may be modified or reconstructed) in the event that a qualified engineer or local regulatory authority determines that any portion of said utilities and systems cannot be sited on Grantor's other adjoining land beyond the Premises, owing to soil or hydrogeological conditions, and so certifies said opinion in writing to the Grantee, then that portion of said system or utility may be located in the Premises;  
b) Grantor has the right to build and maintain a subsurface sewage disposal system and associated piping, but only in the existing field area below the thirty (30) foot contour in the Premises, provided such systems or utilities specifically are built and maintained to serve the c.1790 dwelling at 149 Hamblén Farm Road (as it exists now or as it may be modified or reconstructed) in the event that a qualified engineer or local regulatory authority determines that any portion of said utilities and systems cannot be sited on Grantor's other adjoining land beyond the Premises, owing to soil or hydrogeological conditions, and so certifies said opinion in writing to the Grantee, then that portion of said system or utility may be located in the Premises;
2. Grantor has the right to create, use, and maintain cultivated gardens not exceeding 10,000 square feet total of fruits, fruit trees, vegetables, flowers or other plants for non-commercial purposes, but only within the mowed area allowed in Section II.B.12.b hereinbelow and not within one hundred (100) feet of a wetland; and, the right to plant and maintain any native trees or shrubs; and, the right to raise and keep bees so long as no access road is needed to serve the hive site;

3. 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;
4. The creation, modification, use, maintenance and abandonment of a foot trail, said trail shall not exceed four (4) feet in width and shall not be paved or otherwise surfaced;
5. 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 Premises and the remainder of the Grantor's adjoining land;
6. The control and removal of invasive species and poison ivy and other noxious plants in a manner designed to affect the targeted species and to avoid damage to non-target species and water quality;
7. 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;
8. The clean-up of trees felled by storms including the orderly stacking of logs resulting from said clean-up, though it is preferred that some deadfall remain as den trees;
9. 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;
10. 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;

11. 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;
12.
  - a) The right to maintain, remove, replace and restore the existing c.1812 historic horse barn on the Premises, so long as it is not expanded by more than ten (10) percent of its existing ground surface footprint, as documented in Exhibit B, and so long as no habitable space is created within said barn;
  - b) The right to mow the field as desired around the barn to the current extent of said mowing, as documented in Exhibit B, and to extend clearing and mowing two hundred (200') feet north of the barn but only below the twenty (20) foot contour;
  - c) The right to keep no more than five (5) hoofed farm animals and twenty (20) domestic fowl in and around the horse barn, using the permitted mowed field areas for paddocking/pasturing, but not within one hundred (100) feet of the edge of any wetlands;
  - d) The interior of the horse barn may be used as storage for items prohibited in Section II.A.3 hereinabove;
13. In consultation with Grantee, the right to maintain, improve and expand the existing driveway along the southern boundary of the Premises, as needed for safe and adequate access to the Grantor's residence served by said driveway and for others entitled thereto. It is preferred that said driveway not be paved, but rather surfaced with pervious materials as it is now; the right to run utilities along the northern edge of said driveway, above ground or below ground, but not beyond fifty (50) feet of said driveway; The right, with Grantee's approval, to relocate said driveway and utilities elsewhere on the Premises, but not above the twenty-five (25) foot contour; and,
14. Any work undertaken in conjunction with the reserved rights mentioned above in this Section II.B. shall seek to minimize disturbance within the Premises. Upon completion of any site work performed in conjunction with this Section II.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 II.B shall be in compliance with all permitting requirements, the then-current Zoning By-Laws and/or Wetlands Protection By-Laws of the Town of Wellfleet, and all other applicable federal, state and local law, rules, regulations and permits. 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.

Failure of the Grantee to respond in writing within 60 days shall be deemed to constitute approval by Grantee of the request as submitted, so long as the request sets forth the provisions of this section relating to deemed approval after 60 days in the notice, the requested activity is not prohibited herein, and the activity will not materially impair the conservation values or purposes of this Conservation Restriction.

### **III. LEGAL REMEDIES OF THE GRANTEE**

A. 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 III.A.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 the conservation purposes set forth herein.

A.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).

A.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 III.A.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.

B. Legal Remedies of the Grantee. The rights hereby granted shall include the right to enforce this Conservation 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 their condition prior to the time of the injury complained of (it being agreed that the Grantee shall have no adequate remedy at law). , The rights hereby granted shall be in addition to, and not in limitation of, any other rights and remedies available to the Grantee for the enforcement of this Conservation Restriction. Grantee agrees to cooperate for a reasonable period of time prior to resorting to legal means in resolving issues concerning violations provided the Grantor ceases objectionable actions and Grantee determines there is no ongoing diminution of the conservation values of the Conservation Restriction.

Grantor covenants and agrees to reimburse to Grantee all reasonable costs and expenses (including reasonable counsel fees) incurred in enforcing this Conservation Restriction or in taking reasonable measures to remedy, abate or correct any violation thereof, provided that a violation of this Conservation Restriction is acknowledged by Grantor or determined by a court of competent jurisdiction to have occurred. 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 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.

C. Disclaimers of Liability

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.

D. Non-Waiver

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.

E. Access. The Conservation 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. 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.

G. Assignability

1. Running of the Burden. The burdens of this Conservation Restriction shall run with the Premises in perpetuity, and shall be enforceable against the Grantor and the successors and assigns of the Grantor holding any interest in the Premises.

2. Execution of Instruments. The Grantee is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Conservation Restriction; the Grantor, on behalf of themselves and their successors and assigns, appoint the Grantee their attorney-in-fact to execute, acknowledge and deliver any such instruments on their behalf. Without limiting the foregoing, the Grantor and their successors and assigns agree themselves to execute any such instruments upon request.

3. Running of the Benefit. The benefits of this Conservation Restriction shall run to the Grantee, shall be in gross and shall not be assignable by the Grantee, except in the following instances:

As a condition of any assignment, the Grantee shall require that the purpose of this Conservation Restriction continues to be carried out; that the Assignee is not an owner of the fee in the Property, and the Assignee, at the time of the assignment, qualifies under Section 170(h) of the Internal Revenue Code of 1986, as amended, and applicable regulations thereunder, and is a donee eligible to receive this Conservation Restriction



*HAMBLÉN FARM- I CONSERVATION RESTRICTION*  
*Wellfleet, MA*

under Section 32 of Chapter 184 of the General Laws of Massachusetts. Any assignment will comply with article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

H. Subsequent Transfers

The Grantor agrees to incorporate by reference the terms of this Conservation Restriction in any deed or other legal instrument which grants any interest in all or a portion of the Premises, including a leasehold interest and to notify the Grantee within twenty (20) days of such transfer. Failure to do any of the above shall not impair the validity or enforceability of this Conservation Restriction. Any transfer will comply with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

The Grantor shall not be liable for violations occurring after their ownership. Liability for any acts or omissions occurring prior to any transfer and liability for any transfer if in violation of this Conservation Restriction shall survive the transfer. Any new owner shall cooperate in the restoration of the Premises or removal of violations caused by prior owner(s) and may be held responsible for any continuing violations.

I. Estoppel Certificates

Upon request by the Grantor, the Grantee shall, within thirty (30) days 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 Conservation Restriction.

J. Non Merger

The parties intend that any future acquisition of the Premises shall not result in a merger of the Conservation Restriction into the fee. The Grantor agrees that it will not grant, and the Grantee agrees that it will not take title, to any part of the Premises without having first assigned this Conservation Restriction to a non-fee owner that is qualified under Section 170(h) of the Internal Revenue Code of 1986, as amended, and applicable regulations thereunder and is eligible to receive this Conservation Restriction under Section 32 of Chapter 184 of the General Laws of Massachusetts in order to ensure that merger does not occur and that this Conservation Restriction continues to be enforceable by a non-fee owner.

K. Notices

Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage pre-paid, addressed as follows:

To Grantor: Susan Anthony, P.O. Box 1493, Wellfleet MA 02667

To Grantee: The Compact of Cape Cod Conservation Trusts, Inc., P.O. Box 443, Barnstable MA 02630,

or to such other address as any of the above parties shall designate from time to time by written notice to the other or, if notice is returned to sender, to an address that is reasonably ascertainable by the parties.

#### **IV. GENERAL PROVISIONS**

A. Controlling Law. The interpretation and performance of this Conservation Restriction shall be governed by the laws of the Commonwealth of Massachusetts.

B. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Conservation Restriction shall be liberally construed in favor of the grant to effect the purpose of this Conservation Restriction and the policy and purposes of Massachusetts General Laws Chapter 184, Sections 31-33. If any provision in this instrument is found to be ambiguous, any interpretation consistent with the purpose of this Conservation Restriction that would render the provision valid shall be favored over any interpretation that would render it invalid.

C. Severability. If any provision of this Conservation Restriction or the application thereof to any person or circumstance is found to be invalid, the remainder of the provision of this Conservation Restriction shall not be affected thereby.

D. Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to this Conservation Restriction and supersedes all prior discussions, negotiations, understandings or agreements relating to the Conservation Restriction, all of which are merged herein.

#### **V. MISCELLANEOUS**

A. Pre-existing Public Rights. Approval of this Conservation Restriction pursuant to M.G.L. Chapter 184, Section 32 by any municipal officials and by the Secretary of Energy and Environmental Affairs 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.

B. 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 Registry of Deeds, 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.

C. Homestead. Grantor, individually and collectively, occupy a seasonal home adjoining the Premises not used or intended to be used as a principal residence of said Grantor. The Grantor hereby releases, agrees to waive, subordinate, and release any and all Massachusetts General Law Chapter 188 Homestead rights it may have in favor of this Conservation Restriction with respect to any portion of the Premises affected by this Conservation Restriction, and hereby agrees to execute, deliver and/or record any and all instruments necessary to effectuate such waiver, subordination and release. In all other respects, the Grantor reserves and retains any and all Homestead rights, subject to this Conservation Restriction, pursuant to M.G.L. c. 188 10 (e).

D. The Grantor agrees to subordinate all liens, mortgages, construction loans and home equity lines of credit to this Conservation Restriction.



*HAMBLLEN FARM- I CONSERVATION RESTRICTION*  
*Wellfleet, MA*

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

Attached hereto and incorporated herein are the following:

**Signatures:**

Grantor – Cushman Anthony, Susan Anthony, Emily Anthony & David Smith

Grantee - The Compact of Cape Cod Conservation Trusts, Inc.

Approval: Town of Wellfleet Board of Selectmen

Approval: Secretary, MA Executive Office of Energy and Environmental Affairs

**Exhibits:**

- A. Legal Description of the Premises
- B. Hamblen Farm Preliminary Subdivision Plan
- C. Conservation Restriction Sketch Plan
- D. Baseline Study *(to be done)*

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

*HAMBLLEN FARM- I CONSERVATION RESTRICTION*  
*Wellfleet, MA*

Executed under seal this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**Grantor: Cushman D. Anthony, Susan Anthony, Emily Anthony & David Smith**

\_\_\_\_\_  
**Cushman D. Anthony**

\_\_\_\_\_  
**Susan Anthony**

\_\_\_\_\_  
**Emily Anthony**

\_\_\_\_\_  
**David Smith**

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss. \_\_\_\_\_, 2017

Then personally appeared the above-named **Cushman Anthony, Susan Anthony, Emily Anthony & David Smith**, and proved to me through satisfactory evidence of identification, which was personal knowledge, to be the persons whose names are signed on the document, and acknowledged the foregoing instrument to be their free act and deed, before me.

\_\_\_\_\_  
Mark H. Robinson, Notary Public  
My commission expires: 24 July 2020

ACCEPTANCE OF GRANT

At a meeting duly held on \_\_\_\_\_, 2017, The Compact of Cape Cod Conservation Trusts, Inc. voted to accept the foregoing Conservation Restriction from Cushman Anthony, Susan Anthony, Emily Anthony & David Smith.

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

By: \_\_\_\_\_  
Leonard W. Johnson, President

By: \_\_\_\_\_  
Henry Lind, Treasurer

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss. \_\_\_\_\_, 2017

Then personally appeared the above-named Leonard W. Johnson, 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.

\_\_\_\_\_  
Mark H. Robinson, Notary Public  
My commission expires: 24 July 2020

*HAMBLEN FARM- I CONSERVATION RESTRICTION*  
*Wellfleet, MA*

APPROVAL OF SELECTMEN

At a public meeting duly held on \_\_\_\_\_, 2017, 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 Cushman Anthony, Susan Anthony, Emily Anthony & David Smith to The Compact of Cape Cod Conservation Trusts, Inc.

TOWN OF WELLFLEET  
BOARD OF SELECTMEN

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

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

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss. \_\_\_\_\_, 2017.

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:

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 Cushman Anthony, Susan Anthony, Emily Anthony & David Smith 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: \_\_\_\_\_, 2017.

\_\_\_\_\_  
Matthew A. Beaton, Secretary  
Executive Office of Energy and  
Environmental Affairs

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss. \_\_\_\_\_, 2017.

Then personally appeared the above-named Matthew A. Beaton, Secretary, Executive Office of Energy and Environmental Affairs, and proved to me through satisfactory evidence of identification, which was \_\_\_\_\_, to be the person whose name is signed on the document and acknowledged to me that 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:

CONSERVATION RESTRICTION  
on Land owned by  
Cushman Anthony, Susan Anthony, Emily Anthony & David Smith  
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 1.84 acres of land, more or less, and is all of the tract of land shown as “**Conservation Restriction, A = 80,109 sq. ft.±, 1.84 ac.±,**” on a sketch plan of land entitled, “*Sketch of Land under Conservation Restriction at Hamblen Farm in Wellfleet made for prepared for Cushman D. Anthony et al & Wellfleet Conservation Trust, Scale 1” = 80’, January 28, 2016, Slade Associates, Inc., Registered Land Surveyors, 10 Pine Point Road, Wellfleet MA 02667, Wellfleet Atlant Sh. 12, Pcl. 47, #149 Hamblen Farm Road,*” a reduced copy of the latter is attached hereto as a sketch on Exhibit C.

The Grantor’s remaining land adjoining the Premises is not subject to this Conservation Restriction. It is shown as “Remaining Land (Unrestricted) 24.00 acres ± Total” on the sketch in Exhibit C attached hereto.

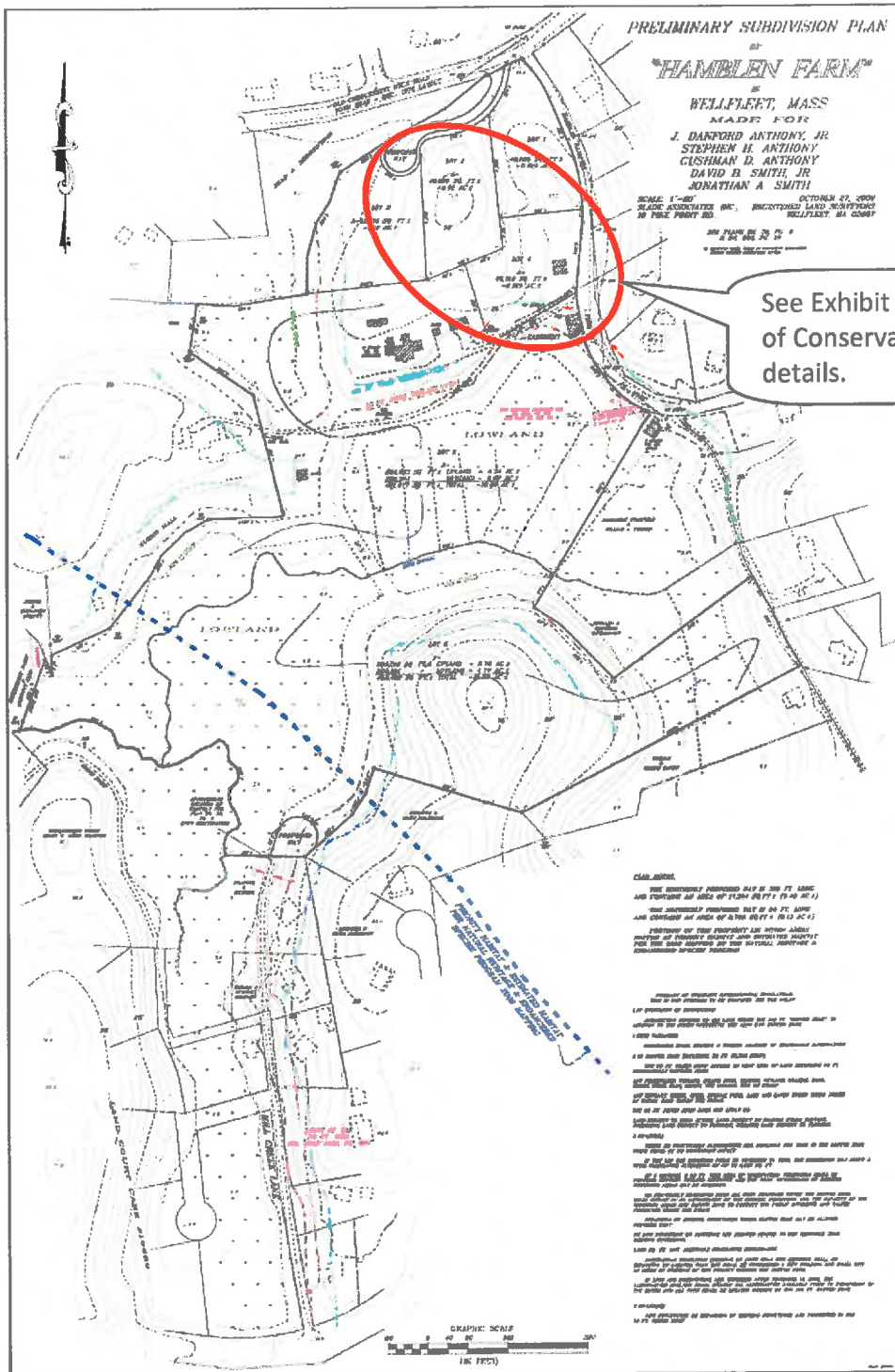
For Grantor’s title, see Barnstable Registry of Deeds Book 27771 Page 34.

Street Address: 149 Hamblen Farm Road, Wellfleet MA.

Town of Wellfleet Assessor’s Map 12 Parcel 47 (portion)

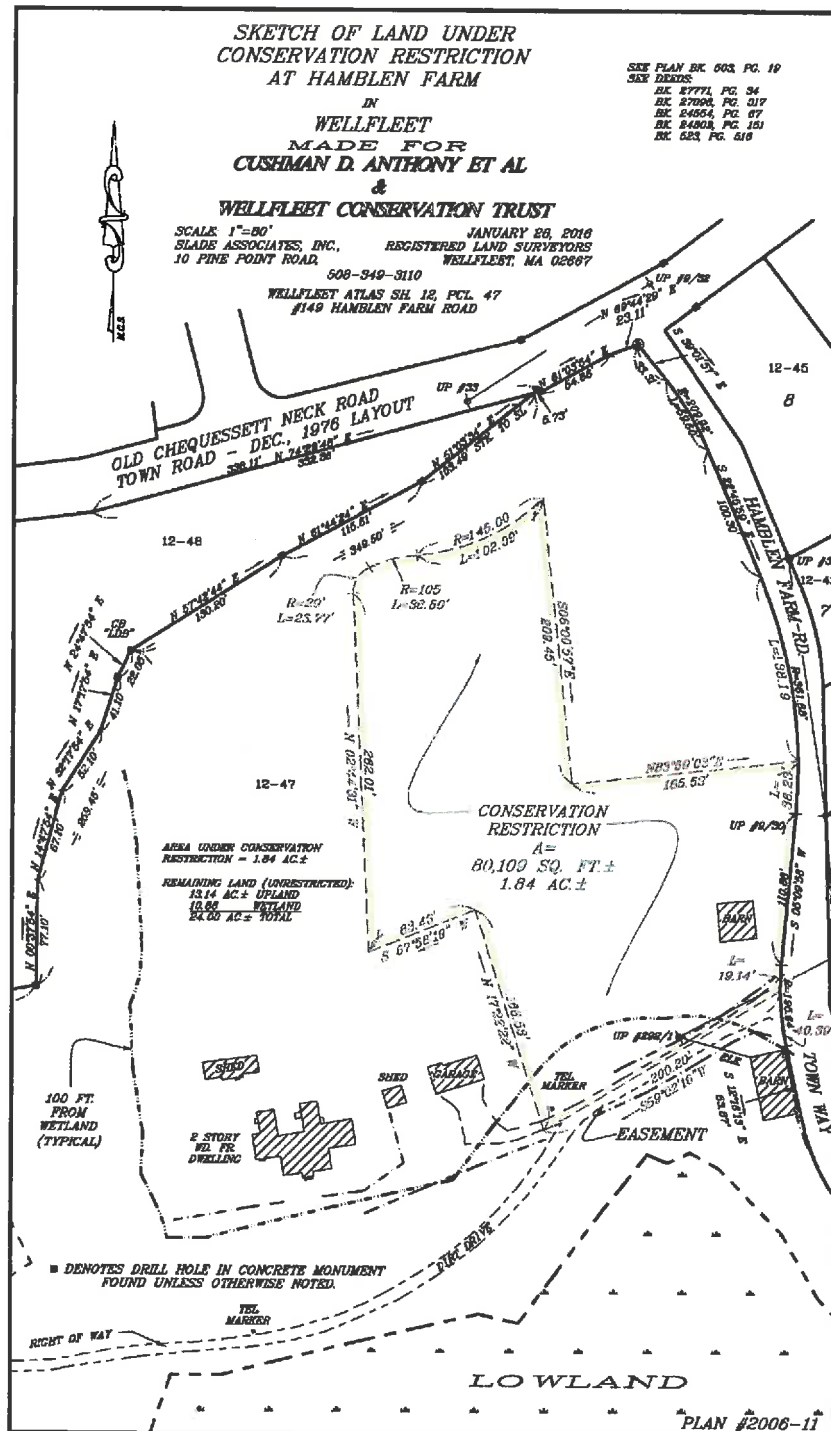
HAMBLEN FARM- I CONSERVATION RESTRICTION  
Wellfleet, MA

EXHIBIT B  
GRANTOR'S PROPERTY



HAMBLÉN FARM- I CONSERVATION RESTRICTION  
Wellfleet, MA

EXHIBIT C  
SKETCH OF THE PREMISES in GRANTOR'S PROPERTY





*HAMBLÉN FARM- I CONSERVATION RESTRICTION*  
*Wellfleet, MA*

**EXHIBIT D**  
**BASELINE and NATURAL RESOURCES**  
**INVENTORY for CONSERVATION RESTRICTION**

*[to be done]*



## BOARD OF SELECTMEN

AGENDA ACTION REQUEST  
Tuesday, June 27, 2017

VI

### BUSINESS

<b>REQUESTED BY:</b>	Wellfleet Arbor Group
<b>DESIRED ACTION:</b>	Approve a request to place a sign on Town Hall lawn to promote the Town Hall Common Project.
<b>PROPOSED MOTION:</b>	I move to approve the request of Wellfleet Arbor Group for a sign on Town Hall lawn to promote the Wellfleet Town Hall Common Project.
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):  
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____



## BOARD OF SELECTMEN

AGENDA ACTION REQUEST  
Tuesday, June 27, 2017

# VI

### BUSINESS

<b>REQUESTED BY:</b>	Board of Water Commissioners and Comprehensive Wastewater Management Planning Committee
<b>DESIRED ACTION:</b>	Discuss the future of water and wastewater in Town and provide direction to the BWC and CWWMPC
<b>PROPOSED MOTION:</b>	TBD
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):   
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____



Board of Selectmen  
Board of Water Commissioners  
Comprehensive Wastewater Management Committee  
Joint Meeting  
June 27, 2017

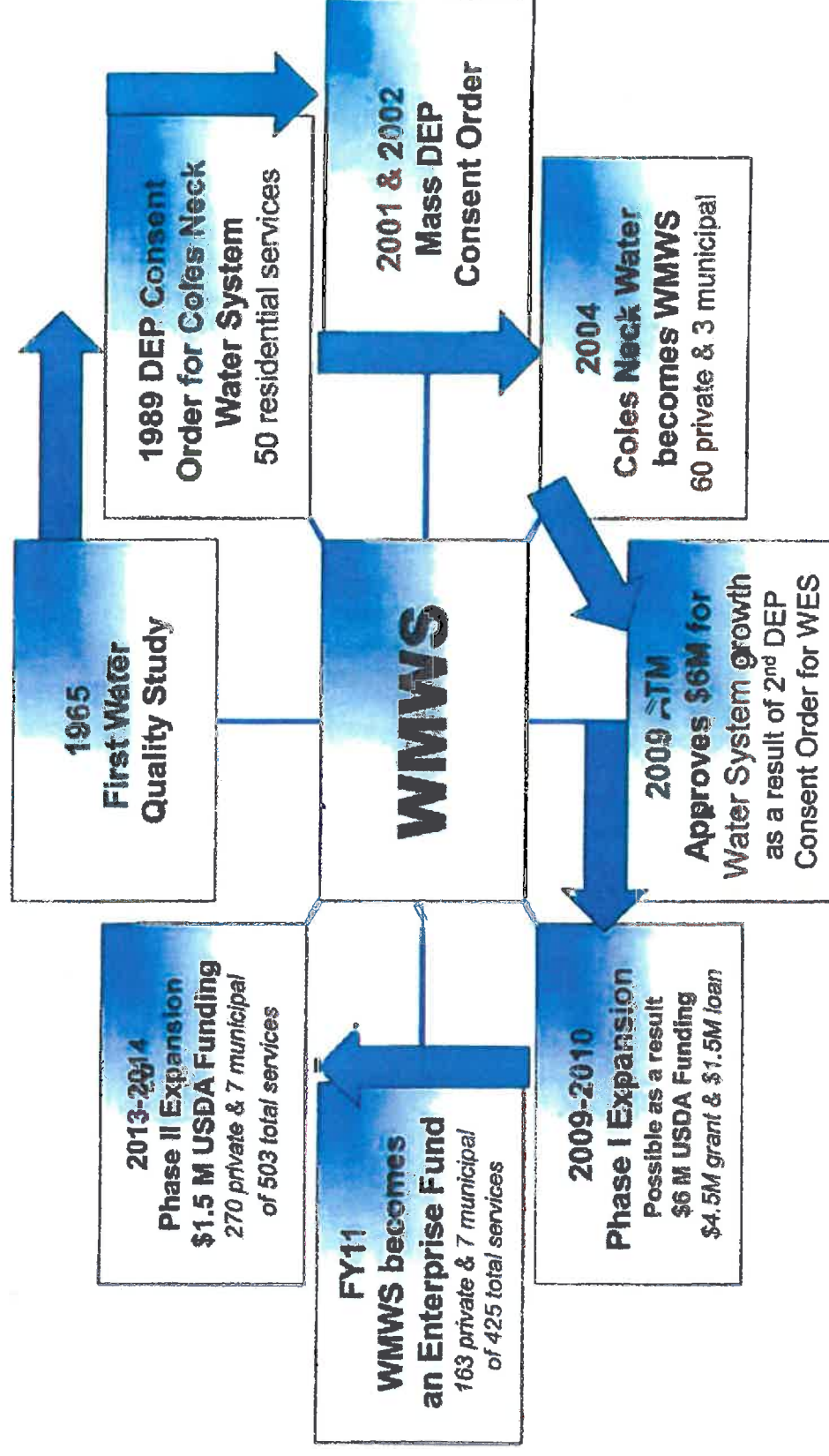
**Board of Water Commissioners Meetings Material**

- Chart - History of the Water System
- Chart - Map of Existing Water System
- I. Strategic Questions and Opportunities
- II. BWC-Situation Analysis
- III. Town of Wellfleet Charter  
Section 8-8-1 through 8-8-7
- IV. BWC Mission Statement
- V. WMWS History-Key Highlights
- VI. Fact Sheet: WMWS
- VII. Exhibit: WMWS Master Plan 2003
- VIII. Memorandum: Request for Warrant Article for Town Water Quality Management

**Board of Water Commissioners:**

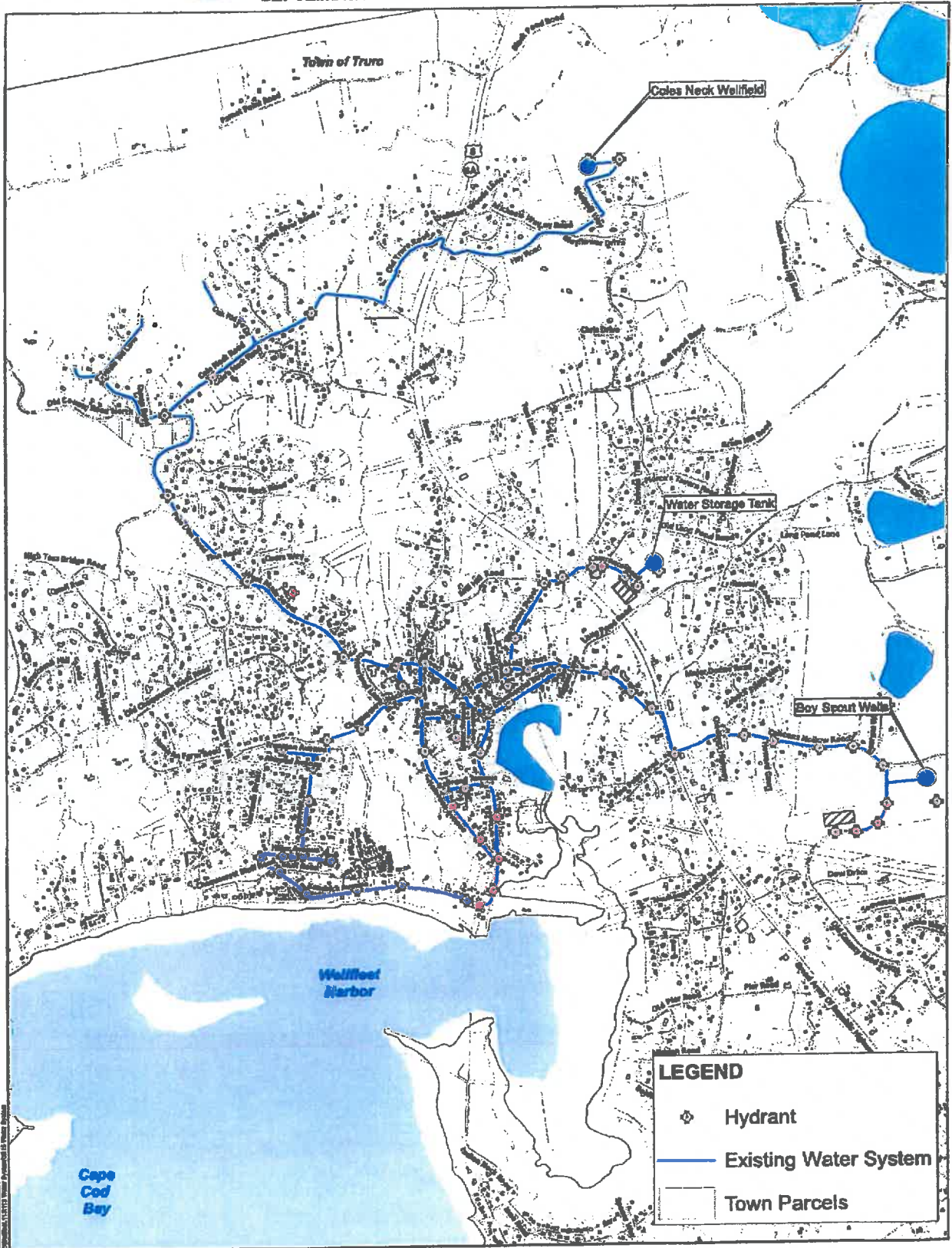
Chair Justina Carlson  
Curt Felix  
Neil Gadwa  
James Hood  
Catharie Nass

# History of the Water System





**TOWN OF WELLFLEET, MA  
EXISTING WATER SYSTEM  
(WITH HYDRANTS)  
SEPTEMBER 2015**





Board of Selectmen  
Board of Water Commissioners  
Joint Meeting  
June 27, 2017

## I. Key Strategic Questions and Opportunities

What is the Town's position on resident homeowners that either lack water capacity or don't have potable water?

To what extent should we pursue alternative distributed or "out of the box" approaches for Wellfleet's municipal water provision?

For the Town of Wellfleet, with approximately 75% of residents with good well water quality, is expansion is most likely and properly done on an opportunistic and needs based approach?

Should we look at expansion for economic development?

Should we consider expansion to service up Chequessett to assist with Herring River mitigation alternatives at the golf course?

Should we consider expansion for salinity, nitrates, contaminants of emerging concern, iron any or all?

What should we do for a long-term capital and maintenance plan?

What is the strategy for Coles Neck repair and replacement?

What is our emergency management plan in the event of terrorist or contamination event?

### **Financial - Enterprise Fund**

Given the issues in the financial model, do you feel the WMWS should continue as an Enterprise Fund, with a mandate to be financially self-sustaining?



### **Financial - Funding Mechanism**

The current system demonstrates that a water system funded entirely by voluntary contribution cannot be self-sustaining. What funding mechanism for future expansion should the Town pursue and recommend to voters.

Should Wellfleet's water system be funded through 100% taxpayer contribution, betterment assessment, or a mix of both.

### **Financial - Level of Debt Assumption**

What is a feasible level of debt Wellfleet can assume for expansion of the Wellfleet Municipal Water System. What is a feasible level of expenditure for future WMWS expansion.

### **Traditional Master Plan: Update 2003 EPG Plan**

Should the Master Plan essentially represent an update of the 2003 Master Plan, and the same approach towards the Water System

### **Master Plan: Alternative Approaches/Technologies**

These might include: neighborhood based, needs based systems with localized wells and/or water filtration systems. Especially out of the box ideas like supplying water from our system to those who would like a "Poland springs" solution in the case of a single bad or marginal well.

Other options could be cluster systems for an affected group of residents, using the clean-up technology appropriate for the water quality problem. Falmouth is recently undergoing a surface water distribution system, utilized for groundwater treatment.

### **Cost-of-Service Option**

One way to provide a natural expansion approach is to provide pricing for extensions much like gas utilities. The main idea is to provide a price for the expansion to a location so that the area involved can work to assess whether others would help pay the cost or the interested party would undertake the expense with the potential of refunds if or as future customers connect to the paid-for main extension.

### **Needs Based Expansion**

As the Town of Wellfleet, has approximately 75% of properties with good well water quality, expansion is most likely and properly done on an opportunistic and needs based approach.

A need base expansion plan seems consistent with Town Meeting desires and would most likely address:

- Excess nitrates



- Excess sodium
- Inadequate supply (poor flow residential and commercial)
- Others (Potential salt intrusion at Chequessett due to Herring River Restoration or other similarly affected residents)

### **Master Plan: Salinity and Climate Change**

Given that the State does not regulate for salinity levels, does the WMWS have the requirement to provide Town Water to citizens whose wells have high salinity?

Given that rising sea levels may well effect areas of the Town, what should be the Town of Wellfleet's policy towards installing water system pipes in areas that are (a) in a flood zone (b) at demonstrated risk of significant erosion and salinity intrusion in the future.

How should the Board assess the impact of climate change on future Water System expansion?

## **II. Board of Water Commissioners Situation Analysis**

What has become inescapably clear to the Board is that the complex nature of the Wellfleet Municipal Water System's financial model; near and long term Master Plan; and system management can be best addressed with full time professional expertise. This will require advanced education qualifications, ideally in areas such as: engineering, finance, and public utility management.

Functional areas of concern include:

### **Financial Model/Budget Function**

The Wellfleet Municipal Water System (WMWS) has operated under a mandate to be a financially self-sustaining Enterprise Fund since it was established in FY 2011. The water system is available to 503 properties, but currently only 263 have elected to participate due to voluntary connection model. The WMWS Enterprise fund was self-sustaining from 2011-2016, but subsequently has faced financial challenges. This is partially because the current financial model was designed with the expectation that 90%-100% of the abutters will connect within 10 years.

The current financial model offers deferred connections spread over 10-year payment plans, yet the System was financed with two loans payable over 40 years. *This will result in revenue shortage after the 10-year customer connection loans are retired.*

The Board of Water Commissioner's recent analysis also uncovered problems, concerns and questions including:

- Inadequate debt coverage
- Inadequate capital reserve

- Hook-ups below overly optimistic projections (actual vs. projection)
- Rate structure that discourages use of excess capacity
- Rate structure and hook-up fee structure that does not encourage new hook-ups
- No reserve, planning or insurance for catastrophic event
- No formal planned maintenance program
- No plan for aging Cole's Neck upgrades/replacement

Water usage fees need optimization to expand customer participation:

- Analyze similar small public water systems to find out if/how they are able to operate entirely on rates and fees, without taxpayers' contribution.
- Analyze if there a way to re-structure the existing financial model or rate structure that will lead to a financially stable and self-sustaining system. Determine how should the Enterprise Fund best budget and plan for the Water System's maintenance and insurance requirements.

## Master Plan

*What has become inescapably clear to the Board of Water Commissioners is that the issue of long term planning for the expansion of the current system is beyond the expertise of a Board of volunteers.*

*After working diligently to understand Wellfleet's near and long range water system needs, the Board of Water Commissioners has determined that Wellfleet is best served by hiring a Department level professional with sufficient and relevant professional expertise to guide the Board and the Town of Wellfleet in this function.*

## Management of the Current System Infrastructure

The Board's responsibility has been to oversee the development and operation of the system. While Town Administration handles responsibility for managing the Wellfleet Municipal Water System, the Board remains involved.

*Due to the expectation the WMWS Enterprise Fund is financially self-sustaining, staff resources were significantly cut since 2009, even as the system grew. Total contract staffing (Financial Consultant and Administrative) were \$39,000 in 2009.*

*Given that the WMWS is the second newest in the State, a realistic management and staffing plan was never developed. Total Personnel expenditure for the FY 2017 budget is \$25,000 to run Wellfleet's largest infrastructure investment.*

The Board but is not able on a volunteer/part time basis to address these needs. The Water system (and Wastewater needs) are no different than fire and police public safety, department of public works or Marina operations.

A \$7 million dollar capital investment cannot be run by volunteers. It most certainly can be

overseen by the Board, as this is a standard system for accountability in many public and private organizations. *It is unprecedented to have a Board responsible for day to day operations.*

### Management of the Future System Infrastructure

Any future Water System expansion will require significant management and staffing challenges the current Board of Water Commissioners is not equipped to handle.

## III. Town of Wellfleet Charter

### Section 8-8-1 - 8-8-7

Adopted April 29, 1985 Amended May 2, 1988 Amended May 1, 1989 Amended May 4, 1992  
Amended April 29, 1996 Amended May 1, 2000 Amended May 2, 2005 Amended May 5, 2008  
Amended May 5, 2014 Amended May 4, 2015

**Section 8-8 Water Commissioners 8-8-1** A Board of Water Commissioners consisting of five members shall be appointed by the Board of Selectmen for three-year overlapping terms.

**8-8-2** The Board of Water Commissioners shall have charge and control of all Wellfleet Municipal Water Systems subject to the lawful bylaws and requirements approved by affirmative vote of the Town Meeting. (emphasis added.) The Board of Water Commissioners shall have all the powers, responsibilities and authority granted by M.G.L. Chapters 40 and 41 and relevant regulations contained in the Code of Massachusetts Regulations to Board of Selectmen acting as Water Commissioners or to elected Board of Water Commissioners except that the Board of Water Commissioners shall not have the powers of eminent domain nor enter into contracts.

**8-8-3** The Board of Water Commissioners shall establish and maintain the rules, regulations and policies of the Town's Municipal Water Systems.

**8-8-4** The Board of Water Commissioners shall develop policies for all Wellfleet Municipal Water Systems and after consultation with the Town Administrator and the DPW Director provide direction to the Department of Public Works relating to the Town's Municipal Water Systems through the Town Administrator.

**8-8-5** Notwithstanding the provisions of paragraph 5-3-2 (h) of this Charter, except under emergency conditions, no tract relating to the Town's Municipal Water Systems shall be executed without prior approval of the Board of Water Commissioners.

**8-8-6** The Board of Water Commissioners shall:

(a) correspond with the Federal, state or county agencies relating to the Town's Municipal Water Systems unless prohibited by contractual or statutory provisions; ~~(b)~~ (b) review all other

correspondence with Federal, state or county agencies relating to the Town's Municipal Water Systems;

(c) receive copies of all correspondence from these agencies relating to the Town's Municipal Water Systems as soon as they are received by any Town official, board, commission or committee.

Correspondence from the Board of Health is exempt from these provisions.

**8-8-7 The Board of Water Commissioners shall be responsible for long range planning for the provision of municipal water services.** (emphasis added.) The Board shall prepare any long range plans for Wellfleet Municipal Water Systems required by the Massachusetts Department of Environmental Protection. The Board of Water Commissioners shall consult with the Board of Selectmen, the Board of Health, the Conservation Commission, the Planning Board and the Town Administrator in the preparation of any long range plans. Any such plans shall be filed with the Town Clerk. Any costs relating to the preparation of these plans may be included in the operating costs of the Wellfleet Municipal Water Systems or the Board may request a corresponding appropriation from the Town Meeting.

#### IV. BWC Mission Statement

- Participate in implementing master plan in feasible, appropriate ways to meet the needs of town residents for potable water through public, sustainable systems.
- Interact with other town government entities (e.g. BOS, TA, DPW, BOH, etc.)
- Maintain and expand, as needed, rules and regulations for town's water systems.
- Conduct surveys, public forums and hearings.
- Serve as lead agency in the town for preserving water resources; serve as the advocate for conservation and wise use.
- Ensure the methodical collection and maintenance of data on town's various water sources including both public systems and private wells.
- Set water use parameters of public systems including fees and rates.
- Determine future local and regional impacts on town's water systems and quality of the resource. Develop options for responding to these impacts.
- Make recommendations to appropriate town government entities.

- Provide representation for Wellfleet on regional water groups as appropriate.

## V. Wellfleet Municipal Water System History

### Key Highlights

- Prior to 2004, the WMWS was handled by the DPW, overseen by the BOS acting as the Board of Water Commissioners
- The Board of Water Commissioners was created in 2004 by Town Meeting vote. At that time, the WMWS served 50 Coles Neck connections, 4 Municipal buildings, and several businesses abutting the Marina. DPW continued to handle it. WhiteWater continued to serve as Water Operator.
- In 2009, a major expansion known as Phase I expansion was approved by voters as part of a second MA DEP consent order to include the Wellfleet Elementary School, Police, and the then-new Fire Station. It became an Enterprise Fund.
- Phase I expansion was completed in 2009. The Enterprise Fund was predicated on voluntary connections, and promised to be financially self-sustaining. *Staffing was 100% outsourced to WhiteWater as Water Operator, a consulting Financial Manager and a consulting Office Manager. Total Internally Yearly Personnel expenditure: \$39,000*
- Following Phase I expansion, the Board of Water Commissioners co-chairs resigned.
- From 2009-2012, the WMWS office/admin function was handled by three different admin staff members, plus Whitewater who handled the function for three months, then resigned.
- Since 2012 the WMWS office functions and the Board of Water Commissioners functions have stabilized.
- In 2013-2014, another USDA grant/loan opportunity was made possible, funding the Phase II expansion. Staff was not increased.
- **FY 2018 Internal Personnel expenditure: \$25,000.**

Subsequently, the Board of Water Commissioners identified problems with the self-sustaining Enterprise Fund model. Until the model was fixed, it became problematic to accept funding for future expansion. The Board did learn of funding opportunities, brought them to the Board of Selectmen, who voted that until the model was fixed and the Town had a Capital Plan, it was not prudent to accept low interest loans and add to the Town's debt.

However, it is the unanimous vote of the current, and long serving Board of Water Commissioners that the Town's best interests will be served hiring a Department level

not prudent to accept low interest loans and add to the Town's debt.

However, it is the unanimous vote of the current, and long serving Board of Water Commissioners that the Town's best interests will be served hiring a Department level professional to manage the current infrastructure, and help envision and plan the future infrastructure, and oversee the WMWS.



## FACT SHEET: WELLFLEET MUNICIPAL WATER SYSTEM

### Wellfleet Municipal Water System: History

Wellfleet's public water system dates back to 1989, and was known as the Coles Neck Water System. It was developed due to a Mass DEP consent order: the Town was under State mandate to provide potable water to 63 residences with contaminated wells from the Wellfleet land field.

In 2004, the Coles Neck Water System became Wellfleet Municipal Water System (WMWS) in 2004, as a result of a second Mass DEP consent order obligating the Town to provide public water to municipal buildings with compromised water quality.

In 2010 the system expanded by adding 400 properties having the option to voluntarily connect to the water system. Phase I expansion added two new municipal wells, a pumping station, an elevated water storage tank and new paving to downtown streets.

The 2010 Phase I expansion was possible due to the Town receiving American Reinvention and Recovery Act funding in the amount of \$6M provided by the US Department of Agriculture. The funding was \$4.5M in grants and \$1.5M was in low interest loan.

In 2013-2014 funding from the USDA made the second phase of the WMWS possible by providing \$500K grant and \$1M low interest loan. Phase II expansion added 73 new properties with potential to connect to the public water main and constructed a culvert on Chequesett Neck Road.

The WMWS represents the Town's largest infrastructure investment. The two most recent expansions totaling \$7.5M were 70% grant funded by the US Department of Agriculture. Since FY 2011 the WMWS has been an Enterprise Fund with separate accountability from the General Fund. Since it was established as an enterprise fund the system has been able to survive without general tax obligation contribution.

### Wellfleet Municipal Water System: Financial Model

From 2004-2010 the WMWS was administered by the DPW. It was funded by a \$100K annual contribution from the Town of Wellfleet General Fund. Estimated annual cost: \$100K, taxpayer funded. Whitewater was contracted as Water Operator.

In 2010, as part of the 2010 Phase I expansion, the current financial model was initiated. The WMWS became an Enterprise Fund. The General Fund contribution was removed. The WMWS was expected to be financially self-sustaining entirely by voluntary connection fees, water usage fees. The initial financial model projected a 90%-100% sign-up rate in Phase I, with additional expansion projected.

**Semi-annual billing for water usage. Water Rates, for the Billing Period April 2016 – November 2016 (2.5% annual increase)**

Base Service Fee: \$80.77 (does not include water usage)

\$ 1.34 per thousand gallons from 1000 to 20,000 gallons

\$ 6.46 per thousand gallons from 20,000 to 35,000

\$ 9.15 per thousand gallons from 35,000 to 60,000

\$ 10.77 per thousand gallons from 60,000 to 85,000

\$ 13.46 per thousand gallons from 85,000 up

**Connection Fees (See Also Abutter Incentives/Discounts)**

Single Family Home**:	\$10,000
All other uses where service pipe is 2" or less	\$16,000
All other uses where service pipe is greater than 2" up to & including 4"	\$42,000
All other uses where service pipe is greater than 4"	quote
Fire Protection Tap	\$1000

**PHASE I ABUTTER CONNECTION DISCOUNTS:**

1. The discount and the Deferred Payment financing term are based on the date the Connection Application Form is received (date-stamped) by the Water System.
2. To preserve Discount rate, even if connection to Water System does not occur immediately, Consumer must pay the Base Service Fee as billed.
3. The SYSTEM CONNECTION FEE is discounted according to the following schedule for PHASE I abutters.

YR #	Date of New Service Application	Discount	Single Family (Description Code from Assessors data base)	Non-Single Family with 1" or 2" Service	Non-Single Family with 3" or 4" Service
1	7/1/2010 – 6/30/2011	50%	\$5,000	\$8,000	\$21,000
2	7/1/2011 – indefinitely	40%	\$6,000	\$9,600	\$25,200

**DEFERRED PAYMENT FINANCING FOR PHASE I (NO EXPIRATION DATE)**

Phase I abutter can finance the connection fee at the interest rate that the Water System pays (currently 2.375% fixed annual interest).



1. The financing terms for the Water System Connection Fee are based on the date the New Service Application is received (date-stamped) by the BWC office.
2. Deferred payments with interest will be due and payable annually, even if there is no water use during the billing period. (Possible reasons are a) delay in service installation and b) no actual water use).
3. Annual bills for the deferred payment of principal and interest are mailed 30 days before the due date.
4. Outstanding Balance can be paid in full at any time without penalty.
5. Term of Deferred payments is 10 years unless Consumer elects less. Longer term is possible with BWC approval.

#### PHASE II ABUTTER DISCOUNTS:

1. The discount and the Deferred Payment financing term are based on the date the Connection Application Form is received (date-stamped) by the Water System.
2. To preserve Discount rate, even if connection to Water System does not occur immediately, Consumer must pay the Base Service Fee as billed.
3. The SYSTEM CONNECTION FEE is discounted according to the following schedule for PHASE II abutters.

YR #	Date of New Service Application	Discount	Single Family (Description Code from Assessors data base)	Non-Single Family with 1" or 2" Service	Non-Single Family with 3" or 4" Service
1	7/1/2013 – 9/30/2014	50%	\$5,000	\$8,000	\$21,000
2	7/1/2014 – indefinitely	40%	\$6,000	\$9,600	\$25,200

#### DEFERRED PAYMENT FINANCING FOR PHASE II (NO EXPIRATION DATE)

Phase II abutters can finance the connection fee at the interest rate that the Water System pays (currently 2.75% fixed annual interest).

1. The financing terms for the Water System Connection Fee are based on the date the New Service Application is received (date-stamped) by the BWC office.
2. Deferred payments with interest will be due and payable annually, even if there is no water use during the billing period. (Possible reasons are a) delay in service installation and b) no actual water use).
3. Annual bills for the deferred payment of principal and interest are mailed 30 days before the due date.
4. Outstanding Balance can be paid in full at any time without penalty.

5. Term of Deferred payments is 10 years unless Consumer elects less. Longer term is possible with BWC approval.

VII

# WELLFLEET MUNICIPAL WATER SYSTEM MASTER PLAN) PREPARED BY ENVIRONMENTAL PARTNERS (Dec 2003)

STAGE Description & COST	What does this stage give us & why would we implement this?
<b>STAGE 1: Municipal Buildings</b> <b>\$1.4 million</b> Completed May 2004 (DEP permitted withdrawal = Supply: 20,000 gpd aver & max Hydraulic: 8000 gpd aver)	<ul style="list-style-type: none"> <li>57 hookups (35 Cole's Nk + 9 Municipal + 13 Cole's Nk reserved).</li> <li>Abutters equal 301 (57 + 244).</li> <li>Potential unmet demand of 244 connections because abutters to new water main have right to connect, if capacity exists.</li> <li>Complies with DEP Administrative Consent Order to provide potable water to 4 Municipal Buildings and Marina (5 buildings).</li> </ul>
<b>STAGE 2: Relocate Well at Cole's Neck Site</b> such that DEP requirement for 400' Zone of Contribution is met. <b>\$40,000 - \$50,000</b> (DEP permitted withdrawal = Supply: 100K gpd aver, 250K max Hydraulic: 15K gpd aver, 37.5K gpd max)	<ul style="list-style-type: none"> <li>79 hookups (22 more than Stage 1).</li> <li>Abutters equal 301.</li> <li>Potential unmet demand of 222 connections (301 - 79).</li> <li>Actual withdrawal limited to 15,000 gpd average and 20,000 gpd maximum due to limitations of the 4" water main from well to Pole Dike Road and the lack of a water storage tank.</li> <li>Supplies some, but not all, of the 50 private property owners who have petitioned to connect.</li> </ul>
<b>STAGE 3: Water Tower</b> <b>\$1 million</b> (DEP permitted withdrawal = Supply: 100K gpd aver, 250K max Hydraulic: 20K gpd aver, 50K gpd max)	<ul style="list-style-type: none"> <li>111 hookups (32 more than Stage 2).</li> <li>Abutters equal 301.</li> <li>Potential unmet demand of 190 connections (301 - 111).</li> <li>Provides Fire protection to village and surrounding area.</li> <li>Satisfies DEP requirement for above ground water storage. (DEP Guidelines &amp; Policies for Public Water Systems Section 8.2).</li> <li>Meets continuing demand from property owners with water sources that are undrinkable and a risk to public health.</li> </ul>
<b>Cumulative</b> <b>Stage 2 - 3 Cost: \$1.05 mil</b>	
<b>STAGE 4: New Well at former Boy's Scout camp near Dyer Pond</b> <b>\$1.63 million</b> (DEP permitted withdrawal = Supply: 200K gpd aver, 500K max Hydraulic: 40K gpd aver, 100K gpd max)	<ul style="list-style-type: none"> <li>240 hookups (129 more than Stage 3).</li> <li>Abutters are increased by a 100 to 401.</li> <li>Potential unmet demand of 161 connections (401 - 240).</li> <li>Satisfies DEP regs for a redundant water supply (310CMR 22.21(3)).</li> </ul>
<b>Stage 2 - 4 Cost: \$2.68 mil</b>	
<b>STAGE 5: New Cole's Neck Water Main</b> <b>\$895,000</b> (DEP permitted withdrawal = Supply: 200K gpd aver, 500K max Hydraulic: 100K gpd aver, 250K gpd max)	<ul style="list-style-type: none"> <li>627 possible hookups (387 more than Stage 4)</li> <li>Abutters are increased by 74 to 475.</li> <li><u>Capacity exceeds</u> potential demand by 152 connections (627 - 475)</li> <li>Pumping capacity and pressure is no longer hampered by the limitation of the 4" water main between the well site and the beginning of the water sys extension (Corner of Pole Dike Rd &amp; Cole's Nk Rd).</li> </ul>
<b>Stage 2 - 5 Cost: \$3.575 mil</b>	
<b>STAGE 6: Holbrook Ave Area</b> Install add'l water mains <b>\$535,000</b> (DEP permitted withdrawal = same as Stage 5.)	<ul style="list-style-type: none"> <li>627 possible hookups (same as Stage 5).</li> <li>Abutters are increased by 78 to 553.</li> <li><u>Capacity exceeds</u> potential demand by 74 connections (627 - 553).</li> </ul>
<b>Stage 2 - 6 Cost: \$4.11 million</b>	
<b>STAGE 7: New Well at site of Wellfleet by the Sea</b> <b>\$2.084 million</b> (DEP permitted withdrawal = Supply: 400K gpd aver, 1 M gpd max Hydraulic: 200K gpd aver, 450K gpd max) (200,000 gpd average capacity)	<ul style="list-style-type: none"> <li>1272 possible hookups (645 more than Stage 6). (1272 - 57 = 1215.)</li> <li>Abutters are increased by 73 to 626.</li> <li><u>Capacity exceeds</u> potential demand by 646 connections.</li> <li>Implement if demand exceeds 553 connections (Stage 6)</li> </ul>
<b>Stage 2 - 7 Cost: \$6.194 mil</b>	
<b>STAGE 8: Cent Dist Expansion</b> <b>\$2.515 million</b> (DEP permitted withdrawal = same as Stage 7) Water mains are constructed in 3 adjacent areas of the Central Dist.	<ul style="list-style-type: none"> <li>1272 possible hookups (same as Stage 6)</li> <li>Abutters are increased by 253 to total of 879.</li> <li><u>Capacity exceeds</u> potential demand by 393 connections.</li> <li>Implement if demand exceeds 553 connections (Stage 6).</li> </ul>
<b>Stage 2 - 8 Cost: \$8.604 million</b>	

VIII

**Memorandum**

**To:** Wellfleet Board of Selectmen  
Town Administrator

**From:** Comprehensive Wastewater Management Committee  
Wellfleet Board of Water Commissioners

**Date:** March 13, 2017

**RE:** Request for Warrant Article for Town Water Quality Management

For the last several months, the two Town boards have discussed the creation of new department head level position to oversee Water System operation and planning, as well as estuary water quality as required in the EPA "208" wastewater settlement agreement which designates the Town of Wellfleet as the legal management entity for Wellfleet Harbor.

Both boards feel the professional full time expertise such a position would entail, is beyond the scope of services the volunteer boards can provide, to properly administer these functions. Given that these are among the largest Town assets and that the regulatory and planning requirements are becoming increasingly complex, we see no better alternative, for example within another department, and that these two functions within a Water Quality function, together clearly warrant a senior level position.

This provides the formal recommendation, voted on March 13, by the Wastewater Committee, for a proposed Warrant Article and to be voted on by the Board of Water Commissioners on March 20, 2017.

It is a consensus of both Committees that the \$7 million Water System and Harbor Water which is the lifeblood of both our Tourist economy and Shellfish Industry are desperately in need of professional full time management.

The proposed position and attached scope of responsibilities, for your review and discussion, would create an interdisciplinary position with a high level of interaction with DPW, Health and Conservation, Shellfish Department and Town Administration, both in support of on-going activities and to leverage synergies in carrying out these very important functions going forward in an era of restrictive and declining town revenues.

Based on preliminary discussions, we would expect the salary, given the scope, would need to be in the \$80-\$95k range to be competitive with the required skill sets, but offer both a salary range and a job description as merely a framework to undertake more detailed discussions with the BOS and Town Administrator to consider our recommendations.

Sincerely,

Wellfleet Comprehensive Wastewater Management Committee

## **Harbor and Surface Water Quality – Scope of Responsibilities**

### **Annual Water Quality Report – Compliance with CWA/DEP/CCC regulations**

- Submit Comprehensive Waste Water Management Plan
- Manage Water Management Agency (WMA) as designated under “Approved 208 Plan”
- Obtain and monitor Wellfleet Harbor Watershed Permit (see attached requirements)

### **Monitoring of Water Quality Compliance Projects**

- Oyster Restoration – 7 sites
- Oyster Population Monitoring (density/nitrogen removal)
  - Aquaculture population/productivity/harvest assessment
  - Wild harvest/habitat productivity assessment
- Storm Water Management
- Herring River Project
- Mayo Creek Project
- Adaptive Management Projects
- GUPAC/ Ponds Freshwater considerations
- Septic IA’s
- Contaminants of emerging concern
- Drinking water impacts
- Cluster/Satellites Marina District or other high impact areas

### **Water Quality Monitoring**

- YSI Meter
  - Real-time reporting
  - Oyster Industry Value Add monitoring response
- Provincetown Center & Other Data Collection

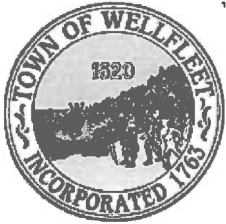
### **Grant Writing/Funding Support**

Knowledgeable of Federal and State funding sources. Grant writing experience.

**Elements of a watershed permit for a Water Management Agency:**

- i. Load allocation between communities
- ii. Inclusion of schedule for action:
  - 1. Where plan exists: inclusion of plan as listed in CWMP/208 watershed plan
  - 2. Where no plan exists: inclusion of a schedule for the development of a plan and implementation measures
- iii. 5 year increments, with check in on progress on water quality and adjustments based on water quality results
- iv. 5 year review and ability to make changes in upcoming phases based on changes in water quality or technology performance
- v. Enforceability by state and other communities within the watershed
- vi. Protection for community meeting obligations from being assigned allocated load from a non-compliant party to the permit.





## BOARD OF SELECTMEN

AGENDA ACTION REQUEST  
Tuesday, June 27, 2017

VI

### BUSINESS

<b>REQUESTED BY:</b>	Alice Boyd/Bailey Boyd Associates
<b>DESIRED ACTION:</b>	Approve contract for CDBG grant administrationp
<b>PROPOSED MOTION:</b>	I move to approve the request of Bailey Boyd Associates for \$5,000 for FY 2018 CDBG grant administrator to work with program income.
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):  
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____





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

**To:** Brian Carlson, Asst. Town Administrator  
**From:** Alice Boyd, CDBG Grant Administrator  
**Subject:** CDBG Program Income Update  
**Date:** June 20, 2017

In recent years the town of Wellfleet has been the beneficiary of \$200,675 in program income derived from the repayment of housing rehab loans. Regulations regarding the use and management of program income have changed and require that the town take action to reconcile the account with the Commonwealth's Grant Management System (OCDGMS) and follow a different protocol for the use of these funds. Additionally there is some program income that can be moved to free cash as the town generated under \$35k in FY16.

The following is the proposal regarding updating the towns' OCDGMS system and assisting the town with any expenditures of program income so that Wellfleet a) recaptures funds owed to the town; b) pays DHCD the required annual 2%; and c) brings the town back into compliance with state and federal regulations. This work could be done in-house however I don't believe that anyone has been trained on the OCDGMS platform, which is somewhat complex. Payment for any work done with program income is an eligible CDBG program income expense and is paid directly from program income via the warrant process.

### PHASE ONE:

**1) Reconcile PI account on OCDGMS:** The town needs to come into compliance and reconcile the program income designated bank account to the OCDGMS system for the past five years. This requires access to bank statements for this time period and input into the OCDGMS system on a month-by-month basis.

*Time estimate: 4 - 8 hours total*

**2) Provide Warrant Requests for Transfers:** The town can recapture approximately \$21,000 from FY16 program income payments as the threshold of \$35k was not met if

you wish. We can also go through previous years to see if the town can recapture any additional funds.

*Time estimate: One hour*

**3) Set up programs for the use of funds:** Once the town determines if/how they wish to use the program income funds we must set this up on the system which includes working with DHCD to open an old grant, attaching the new program to a grant once approved (this requires submitting a narrative, budget, getting BOS approval, dealing with DHCD, etc.) complete an Environmental Review, advertise and submit to DHCD and Mass Historic, secure project approval, and submit any other required documentation

*Time estimate: 15 hours*

**4) Input Beneficiary Statistics & Monthly Payments:** Payments for approved programs require input into the system including beneficiary information on the specific project, monthly payments based upon the selected project(s). This information can be entered into the system quickly and requires coordination with the Town Accountant and Town Treasurer.

*Time estimate: 8 hours total*

**5) Quarterly Reports:** These go to DHCD and provide a full narrative, statistics on each beneficiary, etc. Quarterly Reports are required through the completion of any funded program income project.

*Time estimate: 3 hours per report*

**6) Project Close-out:** At the completion of a project the town is required to reconcile all payment and statistics on the ocdgms system for the current project and proceed through the close-out process which includes securing a letter from the BOS, providing the town's annual audit, then going through the two part final close-out process with DHCD.

*Time estimate: 3 hours per project*

**7) Audit, if any,** is billed by the hour. DHCD knows us very well so there's a good chance that they won't come out to audit.

Grant Administration is an eligible expense and cannot exceed 18% of the available funds per annum. I'm estimating that the town would have to authorize an expense of \$5,000 to get the outlined work complete and maintain a project over the course of one year.

Please don't hesitate to get in touch with any questions. It makes sense for the town to use program income for eligible projects like the creation of new affordable housing but do so within the confines of CDBG regulations to avoid audit findings and fines.



## BOARD OF SELECTMEN

AGENDA ACTION REQUEST  
Tuesday, June 27, 2017

# VI

### BUSINESS

<b>REQUESTED BY:</b>	ATA
<b>DESIRED ACTION:</b>	Accept Mass Department of Energy Resources (DOER) Green Communities Division Competitive Grant Funding
<b>PROPOSED MOTION:</b>	I move to accept the \$120,432 funding offered by Mass Department of Energy Resources (DOER) Green Communities Division Competitive Grant and sign the award contract.
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____

**From:** Pfister, Jane (ENE) [<mailto:jane.pfister@MassMail.State.MA.US>]

**Sent:** Wednesday, June 21, 2017 5:16 PM

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

**Cc:** Pickering, Seth (ENE) <[seth.pickering@state.ma.us](mailto:seth.pickering@state.ma.us)>; Town Administrator <[townadministrator@wellfleet-ma.gov](mailto:townadministrator@wellfleet-ma.gov)>

**Subject:** WELLFLEET Competitive Grant Contract Documents

Dear Brian,

Congratulations! The Department of Energy Resources (DOER) Green Communities Division has approved a Competitive Grant award of **\$120,423** to fund:

- \$77,629.50, Police —DOAS with VFD
- \$2,228.25, Police—Split heat pump
- \$9,206.50, Police—Wall insulation
- \$25,372.00, Police Station—Roof Insulation
- \$5,442.00, Police Station—Interior Lighting
- \$489.52, Police Station—Exterior Lighting
- \$55.23, Police Station—Lighting Controls

Please note that, due to the competitive nature of this grant program, **the use of these funds is restricted to the specifically approved projects** listed above. I have also attached the award letter.

Please note also that there is some flexibility to shift funds between the individual approved projects, within the parameters of your overall grant award. If you anticipate the need to shift funds from one approved project to another, please contact me before proceeding. Likewise, please contact Jane if you anticipate not expending your full grant award due to project cancellation or postponement.

Wellfleet may have provided estimated figures for incentives from your gas and/or electricity utility provider. With specific projects identified for funding, DOER asks Wellfleet to set up a meeting with your gas and/or electricity utility representative AND your Regional Coordinator to explore available incentives and the process and timing of applications. Your Regional Coordinator will confirm that this meeting has taken place.  
(Contingency #1)

The contract document is attached with three additional files (Contractor Authorized Signatory Listing.doc, EFT\_FORM.pdf, Request for Taxpayer Identification Number and Certification (W-9).doc). These comprise the contract between DOER and the Town of Wellfleet.

If nothing needs to change on either the W-9 or EFT forms (since a previous designation or competitive contract), please confirm that by email. It is the policy of DOER to sign only one original contract, so please send just one original of each signed document or page to me at the address below.

DOER will return a scanned signed contract to you for town records when it has been entered into the state's system and has been assigned a Contract ID number.

**Please review these documents carefully.** Let me know if you have any questions or propose making changes. Pay particular note of the contract end date

I draw your attention to the following elements in these contract documents to review and consider:

#### **I. THE STANDARD CONTRACT (page 1)**

- The Anticipated Start Date or **Effective Date** is the latest signature date (this will be the **date when DOER signs** the returned contract forms). No obligations have been incurred prior to the Effective Date in order to be eligible to be paid by competitive grant funds for approved project work. Contract End Date is **May 31, 2018**.

## II. COMMONWEALTH TERMS AND CONDITIONS

- Please fill out Page 2 of 2 completely (this is the 7th page of the attached document) and return the original signed page, same Authorized Signature as page one of the Standard Contract.

## VI. ATTACHMENT C – SCOPE OF GRANT AWARD

- Please review all the contingencies carefully.
- DOER will require confirmation that the town has applied for all gas and electric rebates available for eligible energy conservation or efficiency measures. Grantee is required to have documentation from utilities regarding rebates before selection and installation of products.
- Disbursement of Funds schedule; 25%, 50%, and 25% after completion, site inspection, approval of a final grant report.

## VII. ATTACHMENT D – BUDGET

- **Grant funds budgeted over one Fiscal Year. Please contact me if this is not acceptable.**

Please return **one copy of all signed documents to me by mail. That will be a minimum of 5 signed original pages**; standard contract form page 1, Commonwealth Terms and Conditions, page 2, Authorized Signatory Listing, Mass version of W9, and EFT form. I would appreciate an email when they are in the mail so I can look for them.

**As soon as DOER has signed the returned contract, I will email the Town with the Effective Date, so obligation may be incurred and work may begin on approved projects.**

I look forward to working with you in the future. Please contact me if you have any questions or concerns.

Best Regards,  
Jane

**Jane Pfister, Grant Coordinator**  
**Green Communities Division**

Massachusetts Department of Energy Resources  
100 Cambridge Street, Suite 1020, Boston, MA 02114  
O: 617-626-1194 F: 617-727-0030



# COMMONWEALTH OF MASSACHUSETTS

## CONTRACTOR AUTHORIZED SIGNATORY LISTING



**CONTRACTOR LEGAL NAME :**  
**CONTRACTOR VENDOR/CUSTOMER CODE:**

**INSTRUCTIONS:** Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In addition to this listing, any state department may require additional proof of authority to sign contracts on behalf of the Contractor, or proof of authenticity of signature (a notarized signature that the Department can use to verify that the signature and date that appear on the Contract or other legal document was actually made by the Contractor's authorized signatory, and not by a representative, designee or other individual.)

**NOTICE:** *Acceptance of any payment under a Contract or Grant shall operate as a waiver of any defense by the Contractor challenging the existence of a valid Contract due to an alleged lack of actual authority to execute the document by the signatory.*

For privacy purposes **DO NOT ATTACH** any documentation containing personal information, such as bank account numbers, social security numbers, driver's licenses, home addresses, social security cards or any other personally identifiable information that you do not want released as part of a public record. The Commonwealth reserves the right to publish the names and titles of authorized signatories of contractors.

AUTHORIZED SIGNATORY NAME	TITLE

I certify that I am the President, Chief Executive Officer, Chief Fiscal Officer, Corporate Clerk or Legal Counsel for the Contractor and as an authorized officer of the Contractor I certify that the names of the individuals identified on this listing are current as of the date of execution below and that these individuals are authorized to sign contracts and other legally binding documents related to contracts with the Commonwealth of Massachusetts on behalf of the Contractor. I understand and agree that the Contractor has a duty to ensure that this listing is immediately updated and communicated to any state department with which the Contractor does business whenever the authorized signatories above retire, are otherwise terminated from the Contractor's employ, have their responsibilities changed resulting in their no longer being authorized to sign contracts with the Commonwealth or whenever new signatories are designated.

\_\_\_\_\_  
Signature

Date:

Title:

Telephone:

Fax:

Email:

[Listing can not be accepted without all of this information completed.]

A copy of this listing must be attached to the "record copy" of a contract filed with the department.

**COMMONWEALTH OF MASSACHUSETTS  
CONTRACTOR AUTHORIZED SIGNATORY LISTING**

Issued May  
2004



**CONTRACTOR LEGAL NAME :  
CONTRACTOR VENDOR/CUSTOMER CODE:**

---

**PROOF OF AUTHENTICATION OF SIGNATURE**

**This page is optional and is available for a department to authenticate contract signatures.  
It is recommended that Departments obtain authentication of signature for the signatory  
who submits the Contractor Authorized Listing.**

**This Section MUST be completed by the Contractor Authorized Signatory in presence of notary.**

Signatory's full legal name (print or type):

Title:

**X** \_\_\_\_\_

Signature as it will appear on contract or other document (**Complete only in presence of notary**):

**AUTHENTICATED BY NOTARY OR CORPORATE CLERK (PICK ONLY ONE) AS FOLLOWS:**

I, \_\_\_\_\_ (NOTARY) as a notary public certify that I witnessed  
the signature of the aforementioned signatory above and I verified the individual's identity on this date:

\_\_\_\_\_, 20 \_\_\_\_.

My commission expires on:

AFFIX NOTARY SEAL

I, \_\_\_\_\_ (CORPORATE CLERK) certify that I witnessed the  
signature of the aforementioned signatory above, that I verified the individual's identity and confirm the individual's  
authority as an authorized signatory for the Contractor on this date:

\_\_\_\_\_, 20 \_\_\_\_.

AFFIX CORPORATE SEAL



# COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the [Executive Office for Administration and Finance \(ANF\)](#), the [Office of the Comptroller \(CTR\)](#) and the [Operational Services Division \(OSD\)](#) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors may not require any additional agreements, engagement letters, contract forms or other additional terms as part of this Contract without prior Department approval. Click on hyperlinks for definitions, instructions and legal requirements that are incorporated by reference into this Contract. An electronic copy of this form is available at [www.mass.gov/osc](http://www.mass.gov/osc) under [Guidance For Vendors - Forms](#) or [www.mass.gov/osd](http://www.mass.gov/osd) under [OSD Forms](#).

<b>CONTRACTOR LEGAL NAME:</b> Town of Wellfleet (and d/b/a):		<b>COMMONWEALTH DEPARTMENT NAME:</b> Department of Energy Resources <b>MMARS Department Code:</b> ENE 1000	
<b>Legal Address: (W-9, W-4,T&amp;C):</b> 300 Main Street, Wellfleet, MA 2667		<b>Business Mailing Address:</b> 100 Cambridge Street, Suite 1020, Boston, MA 02114	
<b>Contract Manager:</b> Daniel Hoort		<b>Billing Address (if different):</b>	
<b>E-Mail:</b> townadministrator@wellfleet-ma.gov		<b>Contract Manager:</b> Jane Pfister	
<b>Phone:</b> 508-349-0300	<b>Fax:</b> 508-349-0305	<b>E-Mail:</b> <a href="mailto:jane.pfister@state.ma.us">jane.pfister@state.ma.us</a>	
<b>Contractor Vendor Code:</b> VC6000192030		<b>Phone:</b> 617-626-1194 <b>Fax:</b> 617-727-0030	
<b>Vendor Code Address ID (e.g. "AD001"):</b> AD001. (Note: The Address Id Must be set up for <a href="#">EFT</a> payments.)		<b>MMARS Doc ID(s):</b>	
<b>RFR/Procurement or Other ID Number:</b> PON-ENE-2017-020			
<input checked="" type="checkbox"/> <b>NEW CONTRACT</b> <b>PROCUREMENT OR EXCEPTION TYPE:</b> (Check one option only) <input type="checkbox"/> <b>Statewide Contract</b> (OSD or an OSD-designated Department) <input type="checkbox"/> <b>Collective Purchase</b> (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> <b>Department Procurement</b> (includes State or Federal grants <a href="#">815 CMR 2.00</a> ) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> <b>Emergency Contract</b> (Attach justification for emergency, scope, budget) <input type="checkbox"/> <b>Contract Employee</b> (Attach <a href="#">Employment Status Form</a> , scope, budget) <input type="checkbox"/> <b>Legislative/Legal or Other:</b> (Attach authorizing language/justification, scope and budget)		<input type="checkbox"/> <b>CONTRACT AMENDMENT</b> Enter Current Contract End Date <u>Prior</u> to Amendment: _____, 20____. Enter Amendment Amount: \$ _____. (or "no change") <b>AMENDMENT TYPE:</b> (Check one option only. Attach details of Amendment changes.) <input type="checkbox"/> <b>Amendment to Scope or Budget</b> (Attach updated scope and budget) <input type="checkbox"/> <b>Interim Contract</b> (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> <b>Contract Employee</b> (Attach any updates to scope or budget) <input type="checkbox"/> <b>Legislative/Legal or Other:</b> (Attach authorizing language/justification and updated scope and budget)	
The following <b>COMMONWEALTH TERMS AND CONDITIONS (T&amp;C)</b> has been executed, filed with CTR and is incorporated by reference into this Contract. <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services			
<b>COMPENSATION:</b> (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <input type="checkbox"/> <b>Rate Contract</b> (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> <b>Maximum Obligation Contract</b> Enter Total Maximum Obligation for total duration of this Contract (or <b>new</b> Total if Contract is being amended). <b>\$120,423.</b>			
<b>PROMPT PAYMENT DISCOUNTS (PPD):</b> Commonwealth payments are issued through <a href="#">EFT</a> 45 days from invoice receipt. Contractors requesting <b>accelerated</b> payments must identify a PPD as follows: Payment issued within 10 days ____% PPD; Payment issued within 15 days ____% PPD; Payment issued within 20 days ____% PPD; Payment issued within 30 days ____% PPD. If PPD percentages are left blank, identify reason: <input checked="" type="checkbox"/> agree to standard 45 day cycle ____ statutory/legal or Ready Payments ( <a href="#">G.L. c. 29, § 23A</a> ); ____ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See <a href="#">Prompt Pay Discounts Policy</a> .)			
<b>BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT:</b> (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) The purpose of this contract is to award a grant to the town of Wellfleet under the Green Communities Competitive Grant Program for FY 2018 in the amount of one hundred twenty thousand four hundred twenty-three dollars (\$120,423) to fund energy conservation measures in municipal facilities including Police Station. The energy conservation measures funded by this grant are: dedicated outside air system with variable frequency drive, split heat pumps, insulation, interior and exterior lighting upgrades and lighting controls.			
<b>ANTICIPATED START DATE:</b> (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> 1. may be incurred as of the <b>Effective Date</b> (latest signature date below) and <b>no</b> obligations have been incurred <b>prior</b> to the <b>Effective Date</b> . <input type="checkbox"/> 2. may be incurred as of _____, 20____, a date <b>LATER</b> than the <b>Effective Date</b> below and <b>no</b> obligations have been incurred <b>prior</b> to the <b>Effective Date</b> . <input type="checkbox"/> 3. were incurred as of _____, 20____, a date <b>PRIOR</b> to the <b>Effective Date</b> below, and the parties agree that payments for any obligations incurred prior to the <b>Effective Date</b> are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
<b>CONTRACT END DATE:</b> Contract performance shall terminate as of <b>May 31, 2018</b> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
<b>CERTIFICATIONS:</b> Notwithstanding verbal or other representations by the parties, the <b>"Effective Date"</b> of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached <a href="#">Contractor Certifications</a> (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable <a href="#">Commonwealth Terms and Conditions</a> , this Standard Contract Form including the <a href="#">Instructions and Contractor Certifications</a> , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in <a href="#">801 CMR 21.07</a> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
<b>AUTHORIZING SIGNATURE FOR THE CONTRACTOR:</b>  X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature)  Print Name: <u>Dennis Murphy</u> Print Title: <u>Chair, Board of Selectmen</u>		<b>AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:</b>  X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature)  Print Name: <u>Stephen A. White</u> Print Title: <u>Chief Operating Officer</u>	





# COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



## INSTRUCTIONS AND CONTRACTOR CERTIFICATIONS

The following instructions and terms are incorporated by reference and apply to this Standard Contract Form. Text that appears underlined indicates a "hyperlink" to an Internet or bookmarked site and are unofficial versions of these documents and Departments and Contractors should consult with their legal counsel to ensure compliance with all legal requirements. Using the Web Toolbar will make navigation between the form and the hyperlinks easier. Please note that not all applicable laws have been cited.

**CONTRACTOR LEGAL NAME (AND D/B/A):** Enter the **Full Legal Name** of the Contractor's business as it appears on the Contractor's **W-9** or **W-4 Form** (Contract Employees only) and the applicable **Commonwealth Terms and Conditions**. If Contractor also has a "doing business as" (d/b/a) name, BOTH the legal name and the "d/b/a" name must appear in this section.

**Contractor Legal Address:** Enter the Legal Address of the Contractor as it appears on the Contractor's **W-9** or **W-4 Form** (Contract Employees only) and the applicable **Commonwealth Terms and Conditions**, which must match the legal address on the 1099 table in MMARS (or the Legal Address in HR/CMS for Contract Employee).

**Contractor Contract Manager:** Enter the authorized Contract Manager who will be responsible for managing the Contract. The Contract Manager should be an Authorized Signatory or, at a minimum, a person designated by the Contractor to represent the Contractor, receive legal notices and negotiate ongoing Contract issues. The Contract Manager is considered "Key Personnel" and may not be changed without the prior written approval of the Department. If the Contract is posted on **COMMBUYS**, the name of the Contract Manager must be included in the Contract on COMMBUYS.

**Contractor E-Mail Address/Phone/Fax:** Enter the electronic mail (e-mail) address, phone and fax number of the Contractor Contract Manager. This information must be kept current by the Contractor to ensure that the Department can contact the Contractor and provide any required legal notices. Notice received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any written legal notice requirements.

**Contractor Vendor Code:** The Department must enter the **MMARS Vendor Code** assigned by the Commonwealth. If a Vendor Code has not yet been assigned, leave this space blank and the Department will complete this section when a Vendor Code has been assigned. The Department is responsible under the **Vendor File and W-9s Policy** for verifying with authorized signatories of the Contractor, as part of contract execution, that the legal name, address and Federal Tax Identification Number (TIN) in the Contract documents match the state accounting system.

**Vendor Code Address ID:** (e.g., "AD001") The Department must enter the MMARS Vendor Code Address ID identifying the payment remittance address for Contract payments, which MUST be set up for EFT payments PRIOR to the first payment under the Contract in accordance with the **Bill Paying** and **Vendor File and W-9** policies.

**COMMONWEALTH DEPARTMENT NAME:** Enter the full Department name with the authority to obligate funds encumbered for the Contract.

**Commonwealth MMARS Alpha Department Code:** Enter the **three (3) letter MMARS Code** assigned to this Commonwealth Department in the state accounting system.

**Department Business Mailing Address:** Enter the address where all formal correspondence to the Department must be sent. Unless otherwise specified in the Contract, legal notice sent or received by the Department's Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address for the Contract Manager will meet any requirements for legal notice.

**Department Billing Address:** Enter the Billing Address or email address if invoices must be sent to a different location. Billing or confirmation of delivery of performance issues should be resolved through the listed Contract Managers.

**Department Contract Manager:** Identify the authorized Contract Manager who will be responsible for managing the Contract, who should be an authorized signatory or an employee designated by the Department to represent the Department to receive legal notices and negotiate ongoing Contract issues.

**Department E-Mail Address/Phone/Fax:** Enter the electronic mail (e-mail) address, phone and fax number of the Department Contract Manager. Unless otherwise specified in the Contract, legal notice sent or received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any requirements for written notice under the Contract.

**MMARS Document ID(s):** Enter the MMARS 20 character encumbrance transaction number associated with this Contract which must remain the same for the life of the Contract. If multiple numbers exist for this Contract, identify all Doc IDs.

**RFR/Procurement or Other ID Number or Name:** Enter the Request for Response (RFR) or other Procurement Reference number, Contract ID Number or other reference/tracking number for this Contract or Amendment and will be entered into the Board Award Field in the MMARS encumbrance transaction for this Contract.

### NEW CONTRACTS (left side of Form):

Complete this section **ONLY** if this Contract is brand new. (Complete the **CONTRACT AMENDMENT** section for any material changes to an existing or an expired Contract, and for exercising options to renew or annual contracts under a multi-year procurement or grant program.)

**PROCUREMENT OR EXCEPTION TYPE:** Check the appropriate type of procurement or exception for this Contract. Only one option can be selected. See **State Finance Law and General Requirements, Acquisition Policy and Fixed Assets**, the **Commodities and Services Policy** and the **Procurement Information Center (Department Contract Guidance)** for details. **Statewide Contract (OSD or an OSD-designated Department).** Check this option for a Statewide Contract under OSD, or by an OSD-designated Department.

**Collective Purchase approved by OSD.** Check this option for Contracts approved by OSD for collective purchases through federal, state, local government or other entities.

**Department Contract Procurement.** Check this option for a Department procurement including state grants and federal sub-grants under **815 CMR 2.00** and **State Grants and Federal Subgrants Policy**, Departmental Master Agreements (MA). If multi-Department user Contract, identify multi-Department use is allowable in Brief Description.

**Emergency Contract.** Check this option when the Department has determined that an unforeseen crisis or incident has arisen which requires or mandates immediate purchases to avoid substantial harm to the functioning of government or the provision of necessary or mandated services or whenever the health, welfare or safety of clients or other persons or serious damage to property is threatened.

**Contract Employee.** Check this option when the Department requires the performance of an **Individual Contractor**, and when the planned Contract performance with an Individual has been classified using the **Employment Status Form** (prior to the Contractor's selection) as work of a Contract Employee and not that of an Independent Contractor.

**Legislative/Legal or Other.** Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Supporting documentation must be attached to explain and justify the exemption.

### CONTRACT AMENDMENT (Right Side of Form)

Complete this section for any Contract being renewed, amended or to continue a lapsed Contract. All Contracts with available options to renew must be amended referencing the original procurement and Contract doc ids, since all continuing contracts must be maintained in the same Contract file (even if the underlying appropriation changes each fiscal year.) "See **Amendments, Suspensions, and Termination Policy**."

**Enter Current Contract End Date:** Enter the termination date of the Current Contract being amended, even if this date has already passed. (Note: Current Start Date is not requested since this date does not change and is already recorded in MMARS.)

**Enter Amendment Amount:** Enter the amount of the Amendment increase or decrease to a Maximum Obligation Contract. Enter "no change" for Rate Contracts or if no change.

**AMENDMENT TYPE:** Identify the type of Amendment being done. Documentation supporting the updates to performance and budget must be attached. **Amendment to Scope or Budget.** Check this option when renewing a Contract or executing any Amendment ("material change" in Contract terms) even if the Contract has lapsed. The parties may negotiate a change in any element of Contract performance or cost identified in the RFR or the Contractor's response which results in lower costs, or a more cost-effective or better value performance than was presented in the original selected response, provided the negotiation results in a better value within the scope of the RFR than what was proposed by the Contractor in the original selected response. Any "material" change in the Contract terms must be memorialized in a formal Amendment even if a corresponding MMARS transaction is not needed to support the change. Additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in **801 CMR 21.07**, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

**Interim Contracts.** Check this option for an Interim Contract to prevent a lapse of Contract performance whenever an existing Contract is being re-procured but the new procurement has not been completed, to bridge the gap during implementation between an expiring and a new procurement, or to contract with an interim Contractor when a current Contractor is unable to complete full performance under a Contract.

**Contract Employee.** Check this option when the Department requires a renewal or other amendment to the performance of a Contract Employee.

**Legislative/Legal or Other.** Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Attach supporting documentation to explain and justify the exemption and whether Contractor selection has been publicly posted.

### COMMONWEALTH TERMS AND CONDITIONS

Identify which **Commonwealth Terms and Conditions** the Contractor has executed and is incorporated by reference into this Contract. This Form is signed only once and recorded on the Vendor Customer File (VCUST). See **Vendor File and W-9s Policy**.

### COMPENSATION

Identify if the Contract is a **Rate Contract** (with no stated Maximum Obligation) or a **Maximum Obligation Contract** (with a stated Maximum Obligation) and identify the





# COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



**Maximum Obligation.** If the Contract is being amended, enter the new Maximum Obligation based upon the increase or decreasing Amendment. The Total Maximum Obligation must reflect the total funding for the dates of service under the contract, including the Amendment amount if the Contract is being amended. The Maximum Obligation must match the MMARS encumbrance. Funding and allotments must be verified as [available and encumbered](#) prior to incurring obligations. If a Contract includes both a Maximum Obligation component and Rate Contract component, check off both, specific Maximum Obligation amounts or amended amounts and Attachments must clearly outline the Contract breakdown to match the encumbrance.

## PAYMENTS AND PROMPT PAY DISCOUNTS

Payments are processed within a 45 day payment cycle through EFT in accordance with the Commonwealth [Bill Paying Policy](#) for investment and cash flow purposes. Departments may NOT negotiate accelerated payments and Payees are NOT entitled to accelerated payments UNLESS a prompt payment discount (PPD) is provided to support the Commonwealth's loss of investment earnings for this earlier payment, or unless a payments is legally mandated to be made in less than 45 days (e.g., construction contracts, Ready Payments under [G.L. c. 29, s. 23A](#)). See [Prompt Pay Discounts Policy](#). PPD are identified as a percentage discount which will be automatically deducted when an accelerated payment is made. Reduced contracts rates may not be negotiated to replace a PPD. If PPD fields are left blank please identify that the Contractor agrees to the standard 45 day cycle; a statutory/legal exemption such as Ready Payments ([G.L. c. 29, § 23A](#)); or only an initial accelerated payment for reimbursements or start up costs for a grant, with subsequent payments scheduled to support standard EFT 45 day payment cycle. Financial hardship is not a sufficient justification to accelerate cash flow for all payments under a Contract. Initial grant or contract payments may be accelerated for the first invoice or initial grant installment, but subsequent periodic installments or invoice payments should be scheduled to support the Payee cash flow needs and the standard 45 day EFT payment cycle in accordance with the Bill Paying Policy. Any accelerated payment that does not provide for a PPD must have a legal justification in Contract file for audit purposes explaining why accelerated payments were allowable without a PPD.

## BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

Enter a brief description of the Contract performance, project name and/or other identifying information for the Contract to specifically identify the Contract performance, match the Contract with attachments, determine the appropriate expenditure code (as listed in the [Expenditure Classification Handbook](#)) or to identify or clarify important information related to the Contract such as the Fiscal Year(s) of performance (ex. "FY2012" or "FY2012-14"). Identify settlements or other exceptions and attach more detailed justification and supporting documents. Enter "Multi-Department Use" if other Departments can access procurement. For Amendments, identify the purpose and what items are being amended. Merely stating "see attached" or referencing attachments without a narrative description of performance is insufficient.

## ANTICIPATED START DATE

The Department and Contractor must certify WHEN obligations under this Contract/Amendment may be incurred. Option 1 is the default option when performance may begin as of the [Effective Date](#) (latest signature date and any required approvals). If the parties want a new Contract or renewal to begin as of the upcoming fiscal year then list the fiscal year(s) (ex. "FY2012" or "FY2012-14") in the Brief Description section. Performance starts and encumbrances reflect the default [Effective Date](#) (if no FY is listed) or the later FY start date (if a FY is listed). Use Option 2 only when the Contract will be signed well in advance of the start date and identify a specific future start date. Do not use Option 2 for a fiscal year start unless it is certain that the Contract will be signed prior to fiscal year. Option 3 is used in lieu of the [Settlement and Release Form](#) when the Contract/Amendment is signed late, and obligations have already been incurred by the Contractor prior to the [Effective Date](#) for which the Department has either requested, accepted or deemed legally eligible for reimbursement, and the Contract includes supporting documents justifying the performance or proof of eligibility, and approximate costs. Any obligations incurred outside the scope of the [Effective Date](#) under any Option listed, even if the incorrect Option is selected, shall be automatically deemed a settlement included under the terms of the Contract and upon payment to the Contractor will release the Commonwealth from further obligations for the identified performance. All settlement payments require justification and must be under same encumbrance and object codes as the Contract payments. Performance dates are subject to [G.L. c.4, § 9](#).

## CONTRACT END DATE

The Department must enter the date that Contract performance will terminate. If the Contract is being amended and the Contract End Date is not changing, this date must be re-entered again here. A Contract must be signed for at least the initial duration but not longer than the period of procurement listed in the RFR, or other solicitation document (if applicable). No new performance is allowable beyond the end date without an amendment, but the Department may allow a Contractor to complete minimal close out performance obligations if substantial performance has been made prior to the termination date of the Contract and prior to the end of the fiscal year in which payments are appropriated, provided that any close out performance is subject to appropriation and funding limits under state finance law, and CTR may adjust encumbrances and payments in

the state accounting system to enable final close out payments. Performance dates are subject to [G.L. c.4, § 9](#).

## CERTIFICATIONS AND EXECUTION

See [Department Head Signature Authorization Policy](#) and the [Contractor Authorized Signatory Listing](#) for policies on Contractor and Department signatures.

**Authorizing Signature for Contractor/Date:** The Authorized Contractor Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under ["Anticipated Contract Start Date"](#). Acceptance of payment by the Contractor shall waive any right of the Contractor to claim the Contract/Amendment is not valid and the Contractor may not void the Contract. **Rubber stamps, typed or other images are not acceptable.** Proof of Contractor signature authorization on a [Contractor Authorized Signatory Listing](#) may be required by the Department if not already on file.

**Contractor Name /Title:** The Contractor Authorized Signatory's name and title must appear legibly as it appears on the [Contractor Authorized Signatory Listing](#).

**Authorizing Signature For Commonwealth/Date:** The [Authorized Department Signatory](#) must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under ["Anticipated Start Date"](#). **Rubber stamps, typed or other images are not accepted.** The Authorized Signatory must be an employee within the Department legally responsible for the Contract. See [Department Head Signature Authorization](#). The Department must have the legislative funding appropriated for all the costs of this Contract or funding allocated under an [approved Interdepartmental Service Agreement \(ISA\)](#). A Department may not contract for performance to be delivered to or by another state department without specific legislative authorization (unless this Contract is a Statewide Contract). For Contracts requiring Secretariat signoff, evidence of Secretariat signoff must be included in the Contract file.

**Department Name /Title:** Enter the Authorized Signatory's name and title legibly.

## CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified, subject to any required approvals. The Contractor makes all certifications required under this Contract under the pains and penalties of perjury, and agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein:

**Commonwealth and Contractor Ownership Rights.** The Contractor certifies and agrees that the Commonwealth is entitled to ownership and possession of all "deliverables" purchased or developed with Contract funds. A Department may not relinquish Commonwealth rights to deliverables nor may Contractors sell products developed with Commonwealth resources without just compensation. The Contract should detail all Commonwealth deliverables and ownership rights and any Contractor proprietary rights.

**Qualifications.** The Contractor certifies it is qualified and shall at all times remain qualified to perform this Contract; that performance shall be timely and meet or exceed industry standards for the performance required, including obtaining requisite licenses, registrations, permits, resources for performance, and sufficient professional, liability; and other appropriate insurance to cover the performance. If the Contractor is a business, the Contractor certifies that it is listed under the [Secretary of State's website](#) as licensed to do business in Massachusetts, as required by law.

**Business Ethics and Fraud, Waste and Abuse Prevention.** The Contractor certifies that performance under this Contract, in addition to meeting the terms of the Contract, will be made using ethical business standards and good stewardship of taxpayer and other public funding and resources to prevent fraud, waste and abuse.

**Collusion.** The Contractor certifies that this Contract has been offered in good faith and without collusion, fraud or unfair trade practices with any other person, that any actions to avoid or frustrate fair and open competition are prohibited by law, and shall be grounds for rejection or disqualification of a Response or termination of this Contract.

**Public Records and Access** The Contractor shall provide full access to records related to performance and compliance to the Department and officials listed under [Executive Order 195](#) and [G.L. c. 11, s.12](#) seven (7) years beginning on the first day after the final payment under this Contract or such longer period necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Contractor can not claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor's own expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under [950 C.M.R. 32.00](#).

**Debarment.** The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the federal or state government under any law or regulation including, [Executive Order 147](#); [G.L. c. 29, s. 29F](#); [G.L. c.30, § 39R](#); [G.L. c.149, § 27C](#); [G.L. c.149, § 44C](#); [G.L. c.149, § 148B](#) and [G.L. c.152, s. 25C](#).

**Applicable Laws.** The Contractor shall comply with all applicable state laws and regulations including but not limited to the applicable [Massachusetts General Laws](#); the





# COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



Official [Code of Massachusetts Regulations](#); [Code of Massachusetts Regulations](#) (unofficial); [801 CMR 21.00](#) (Procurement of Commodity and Service Procurements, Including Human and Social Services); [815 CMR 2.00](#) (Grants and Subsidies); [808 CMR 1.00](#) (Compliance, Reporting and Auditing for Human And Social Services); [AICPA Standards](#); confidentiality of Department records under [G.L. c. 66A](#); and the [Massachusetts Constitution Article XVIII](#) if applicable.

**Invoices.** The Contractor must submit invoices in accordance with the terms of the Contract and the Commonwealth [Bill Paying Policy](#). Contractors must be able to reconcile and properly attribute concurrent payments from multiple Departments. Final invoices in any fiscal year must be submitted no later than August 15<sup>th</sup> for performance made and received (goods delivered, services completed) prior to June 30<sup>th</sup>, in order to make payment for that performance prior to the close of the fiscal year to prevent reversion of appropriated funds. Failure to submit timely invoices by August 15<sup>th</sup> or other date listed in the Contract shall authorize the Department to issue an estimated payment based upon the Department's determination of performance delivered and accepted. The Contractor's acceptance of this estimated payment releases the Commonwealth from further claims for these invoices. If budgetary funds revert due to the Contractor's failure to submit timely final invoices, or for disputing an estimated payment, the Department may deduct a penalty up to 10% from any final payment in the next fiscal year for failure to submit timely invoices.

**Payments Subject To Appropriation.** Pursuant to [G.L. c. 29 § 26](#), [§ 27](#) and [§ 29](#), Departments are required to expend funds only for the purposes set forth by the Legislature and within the funding limits established through appropriation, allotment and subsidiary, including mandated allotment reductions triggered by [G.L. c. 29, § 9C](#). A Department cannot authorize or accept performance in excess of an existing appropriation and allotment, or sufficient non-appropriated available funds. Any oral or written representations, commitments, or assurances made by the Department or any other Commonwealth representative are not binding. The Commonwealth has no legal obligation to compensate a Contractor for performance that is not requested and is intentionally delivered by a Contractor outside the scope of a Contract. Contractors should verify funding prior to beginning performance.

**Intercept.** Contractors may be registered as Customers in the Vendor file if the Contractor owes a Commonwealth debt. Unresolved and undisputed debts, and overpayments of Contract payments that are not reimbursed timely shall be subject to intercept pursuant to [G.L. c. 7A, s. 3](#) and [815 CMR 9.00](#). Contract overpayments will be subject to immediate intercept or payment offset. The Contractor may not penalize any state Department or assess late fees, cancel a Contract or other services if amounts are intercepted or offset due to recoupment of an overpayment, outstanding taxes, child support, other overdue debts or Contract overpayments.

**Tax Law Compliance.** The Contractor certifies under the pains and penalties of perjury tax compliance with [Federal tax laws](#); [state tax laws](#) including but not limited to [G.L. c. 62C, G.L. c. 62C, s. 49A](#); compliance with all state tax laws, reporting of employees and contractors, withholding and remitting of tax withholdings and child support and is in good standing with respect to all state taxes and returns due; reporting of employees and contractors under [G.L. c. 62E](#), withholding and remitting [child support](#) including [G.L. c. 119A, s. 12](#); [TIR 05-11](#); [New Independent Contractor Provisions](#) and applicable [TIRs](#).

**Bankruptcy, Judgments, Potential Structural Changes, Pending Legal Matters and Conflicts.** The Contractor certifies it has not been in bankruptcy and/or receivership within the last three calendar years, and the Contractor certifies that it will immediately notify the Department in writing **at least 45 days prior** to filing for bankruptcy and/or receivership, any potential structural change in its organization, or if there is **any risk** to the solvency of the Contractor that may impact the Contractor's ability to timely fulfill the terms of this Contract or Amendment. The Contractor certifies that at any time during the period of the Contract the Contractor is required to affirmatively disclose in writing to the Department Contract Manager the details of any judgment, criminal conviction, investigation or litigation pending against the Contractor or any of its officers, directors, employees, agents, or subcontractors, including any potential conflicts of interest of which the Contractor has knowledge, or learns of during the Contract term. Law firms or Attorneys providing legal services are required to identify any potential conflict with representation of any Department client in accordance with Massachusetts Board of Bar Overseers (BBO) rules.

**Federal Anti-Lobbying and Other Federal Requirements.** If receiving federal funds, the Contractor certifies compliance with federal anti-lobbying requirements including [31 USC 1352](#); other federal requirements: [Executive Order 11246](#); [Air Pollution Act](#); [Federal Water Pollution Control Act](#) and [Federal Employment Laws](#).

**Protection of Personal Data and Information.** The Contractor certifies that all steps will be taken to ensure the security and confidentiality of all Commonwealth data for which the Contractor becomes a holder, either as part of performance or inadvertently during performance, with special attention to restricting access, use and disbursement of personal data and information under [G.L. c. 93H](#) and [c. 66A](#) and [Executive Order 504](#). The Contractor is required to comply with [G.L. c. 93I](#) for the proper disposal of all paper and electronic media, backups or systems containing personal data and information, provided further that the Contractor is required to ensure that any personal data or information transmitted electronically or through a portable device be properly encrypted using (at a minimum) [Information Technology Division \(ITD\) Protection of Sensitive Information](#), provided further that any Contractor having access to credit card or banking information of Commonwealth customers certifies that the Contractor is PCI compliant in accordance with the [Payment Card Industry Council Standards](#) and shall provide confirmation compliance

during the Contract, provide further that the Contractor shall immediately notify the Department in the event of any security breach including the unauthorized access, disbursement, use or disposal of personal data or information, and in the event of a security breach, the Contractor shall cooperate fully with the Commonwealth and provide access to any information necessary for the Commonwealth to respond to the security breach and shall be fully responsible for any damages associated with the Contractor's breach including but not limited to [G.L. c. 214, s. 3B](#).

**Corporate and Business Filings and Reports.** The Contractor certifies compliance with any certification, filing, reporting and service of process requirements of the [Secretary of the Commonwealth](#), the [Office of the Attorney General](#) or other Departments as related to its conduct of business in the Commonwealth; and with its incorporating state (or foreign entity).

**Employer Requirements.** Contractors that are employers certify compliance with applicable state and [federal employment laws](#) or regulations, including but not limited to [G.L. c. 5, s. 1](#) (Prevailing Wages for Printing and Distribution of Public Documents); [G.L. c. 7, s. 22](#) (Prevailing Wages for Contracts for Meat Products and Clothing and Apparel); [minimum wages and prevailing wage programs and payments](#); [unemployment insurance](#) and contributions; [workers' compensation and insurance](#), [child labor laws](#), [AGO fair labor practices](#); [G.L. c. 149](#) (Labor and Industries); [G.L. c. 150A](#) (Labor Relations); [G.L. c. 151](#) and [455 CMR 2.00](#) (Minimum Fair Wages); [G.L. c. 151A](#) (Employment and Training); [G.L. c. 151B](#) (Unlawful Discrimination); [G.L. c. 151E](#) (Business Discrimination); [G.L. c. 152](#) (Workers' Compensation); [G.L. c. 153](#) (Liability for Injuries); [29 USC c. 8](#) (Federal Fair Labor Standards); [29 USC c. 28](#) and the [Federal Family and Medical Leave Act](#).

**Federal And State Laws And Regulations Prohibiting Discrimination** including but not limited to the [Federal Equal Employment Opportunity \(EEO\) Laws](#) the [Americans with Disabilities Act](#); [42 U.S.C. Sec. 12101, et seq.](#), the [Rehabilitation Act](#); [29 USC c. 16 s. 794](#); [29 USC c. 16 s. 701](#); [29 USC c. 14, 623](#); the [42 USC c. 45](#); (Federal Fair Housing Act); [G.L. c. 151B](#) (Unlawful Discrimination); [G.L. c. 151E](#) (Business Discrimination); the Public Accommodations Law [G.L. c. 272, s. 92A](#); [G.L. c. 272, s. 98](#) and [98A](#), [Massachusetts Constitution Article CXIV](#) and [G.L. c. 93, s. 103](#); [47 USC c. 5, sc. II, Part II, s. 255](#) (Telecommunication Act); Chapter 149, [Section 105D](#), [G.L. c. 151C](#), [G.L. c. 272, Section 92A](#), [Section 98](#) and [Section 98A](#), and [G.L. c. 111, Section 199A](#), and [Massachusetts Disability-Based Non-Discrimination Standards For Executive Branch Entities](#), and related Standards and Guidance, authorized under Massachusetts Executive Order or any disability-based protection arising from state or federal law or precedent. See also [MCAD](#) and [MCAD links and Resources](#).

**Small Business Purchasing Program (SBPP).** A Contractor may be eligible to participate in the SBPP, created pursuant to [Executive Order 523](#), if qualified through the SBPP COMMBUYS subscription process at: [www.commbuys.com](#) and with acceptance of the terms of the SBPP participation agreement.

**Limitation of Liability for Information Technology Contracts (and other Contracts as Authorized).** The [Information Technology Mandatory Specifications](#) and the [IT Acquisition Accessibility Contract Language](#) are incorporated by reference into Information Technology Contracts. The following language will apply to Information Technology contracts in the U01, U02, U03, U04, U05, U06, U07, U08, U09, U10, U75, U98 object codes in the [Expenditure Classification Handbook](#) or other Contracts as approved by CTR or OSD. Pursuant to Section 11. Indemnification of the Commonwealth Terms and Conditions, the term "other damages" shall include, but shall not be limited to, the reasonable costs the Commonwealth incurs to repair, return, replace or seek cover (purchase of comparable substitute commodities and services) under a Contract. "Other damages" shall not include damages to the Commonwealth as a result of third party claims, provided, however, that the foregoing in no way limits the Commonwealth's right of recovery for personal injury or property damages or patent and copyright infringement under Section 11 nor the Commonwealth's ability to join the contractor as a third party defendant. Further, the term "other damages" shall not include, and in no event shall the contractor be liable for, damages for the Commonwealth's use of contractor provided products or services, loss of Commonwealth records, or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth. In no event shall "other damages" exceed the greater of \$100,000, or two times the value of the product or service (as defined in the Contract scope of work) that is the subject of the claim. Section 11 sets forth the contractor's entire liability under a Contract. Nothing in this section shall limit the Commonwealth's ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specifically reference Section 11 of the Commonwealth Terms and Conditions. In the event the limitation of liability conflicts with accounting standards which mandate that there can be no cap of damages, the limitation shall be considered waived for that audit engagement. These terms may be applied to other Contracts only with prior written confirmation from the Operational Services Division or the Office of the Comptroller. The terms in this Clarification may not be modified.

**Northern Ireland Certification.** Pursuant to [G.L. c. 7 s. 22C](#) for state agencies, state authorities, the House of Representatives or the state Senate, by signing this Contract the Contractor certifies that it does not employ ten or more employees in an office or other facility in Northern Ireland and if the Contractor employs ten or more employees in an office or other facility located in Northern Ireland the Contractor certifies that it does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief; and it promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal



# COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



discrimination; and the Contractor is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

**Pandemic, Disaster or Emergency Performance.** In the event of a serious emergency, pandemic or disaster outside the control of the Department, the Department may negotiate emergency performance from the Contractor to address the immediate needs of the Commonwealth even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

**Consultant Contractor Certifications** (For Consultant Contracts "HH" and "NN" and "U05" object codes subject to [G.L. Chapter 29, s. 29A](#)). Contractors must make required disclosures as part of the RFR Response or using the [Consultant Contractor Mandatory Submission Form](#).

**Attorneys.** Attorneys or firms providing legal services or representing Commonwealth Departments may be subject to [G.L. c. 30, s. 65](#), and if providing litigation services must be approved by the Office of the Attorney General to appear on behalf of a Department, and shall have a continuing obligation to notify the Commonwealth of any conflicts of interest arising under the Contract.

**Subcontractor Performance.** The Contractor certifies full responsibility for Contract performance, including subcontractors, and that comparable Contract terms will be included in subcontracts, and that the Department will not be required to directly or indirectly manage subcontractors or have any payment obligations to subcontractors. .

## EXECUTIVE ORDERS

For covered Executive state Departments, the Contractor certifies compliance with applicable [Executive Orders](#) (see also [Massachusetts Executive Orders](#)), including but not limited to the specific orders listed below. A breach during period of a Contract may be considered a material breach and subject Contractor to appropriate monetary or Contract sanctions.

**Executive Order 481. Prohibiting the Use of Undocumented Workers on State Contracts.** For all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, Departments, divisions, councils, bureaus, and offices, now existing and hereafter established, by signing this Contract the Contractor certifies under the pains and penalties of perjury that they shall not knowingly use undocumented workers in connection with the performance of this Contract; that, pursuant to federal requirements, shall verify the immigration status of workers assigned to a Contract without engaging in unlawful discrimination; and shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker

**Executive Order 130. Anti-Boycott.** The Contractor warrants, represents and agrees that during the time this Contract is in effect, neither it nor any affiliated company, as hereafter defined, participates in or cooperates with an international boycott (See [IRC § 999\(b\)\(3\)-\(4\)](#), and [IRS Audit Guidelines Boycotts](#)) or engages in conduct declared to be unlawful by [G.L. c. 151E, s. 2](#). A breach in the warranty, representation, and agreement contained in this paragraph, without limiting such other rights as it may have, the Commonwealth shall be entitled to rescind this Contract. As used herein, an affiliated company shall be any business entity of which at least 51% of the ownership interests are directly or indirectly owned by the Contractor or by a person or persons or business entity or entities directly or indirectly owning at least 51% of the ownership interests of the Contractor, or which directly or indirectly owns at least 51% of the ownership interests of the Contractor.

**Executive Order 346. Hiring of State Employees By State Contractors** Contractor certifies compliance with both the conflict of interest law [G.L. c. 268A specifically s. 5 \(f\)](#) and this order; and includes limitations regarding the hiring of state employees by private companies contracting with the Commonwealth. A privatization contract shall be deemed to include a specific prohibition against the hiring at any time during the term of Contract, and for any position in the Contractor's company, any state management employee who is, was, or will be involved in the preparation of the RFP, the negotiations leading to the awarding of the Contract, the decision to award the Contract, and/or the supervision or oversight of performance under the Contract.

**Executive Order 444. Disclosure of Family Relationships With Other State Employees.** Each person applying for employment (including Contract work) within the Executive Branch under the Governor must disclose in writing the names of all immediate family related to immediate family by marriage who serve as employees or elected officials of the Commonwealth. All disclosures made by applicants hired by the Executive Branch under the Governor shall be made available for public inspection to the extent permissible by law by the official with whom such disclosure has been filed.

**Executive Order 504. Regarding the Security and Confidentiality of Personal Information.** For all Contracts involving the Contractor's access to personal information, as defined in [G.L. c. 93H](#), and personal data, as defined in [G.L. c. 66A](#), owned or controlled by Executive Department agencies, or access to agency systems containing such information or data (herein collectively "personal information"), Contractor certifies under the pains and penalties of perjury that the Contractor (1) has read Commonwealth of Massachusetts Executive Order 504 and agrees to protect any and all personal information; and (2) has reviewed all of the Commonwealth [Information Technology Division's Security Policies](#). Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under this Contract, for all state agencies in the Executive Department, including all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the

Contractor shall: (1) obtain a copy, review, and comply with the contracting agency's Information Security Program (ISP) and any pertinent security guidelines, standards, and policies; (2) comply with all of the Commonwealth of Massachusetts Information Technology Division's "[Security Policies](#)"; (3) communicate and enforce the contracting agency's ISP and such Security Policies against all employees (whether such employees are direct or contracted) and subcontractors; (4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information to which the Contractor is given access by the contracting agency from the unauthorized access, destruction, use, modification, disclosure or loss; (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract, and any breach of these terms may be regarded as a material breach of this Contract; (6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information (collectively referred to as the "unauthorized use"): (a) immediately notify the contracting agency if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting agency to determine the scope of the unauthorized use; and (c) provide full cooperation and access to information necessary for the contracting agency and the Contractor to fulfill any notification requirements. Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth may exercise any and all contractual rights and remedies, including without limitation indemnification under Section 11 of the [Commonwealth's Terms and Conditions](#), withholding of payments, Contract suspension, or termination. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including and without limitation, those imposed pursuant to G.L. c. 93H and under [G.L. c. 214, § 3B](#) for violations under M.G.L. c. 66A.

**Executive Orders 523, 524 and 526.** Executive Order 526 (Order Regarding Non-Discrimination, Diversity, Equal Opportunity and Affirmative Action which supersedes [Executive Order 478](#)). [Executive Order 524](#) (Establishing the Massachusetts Supplier Diversity Program which supersedes Executive Order 390). [Executive Order 523](#) (Establishing the Massachusetts Small Business Purchasing Program.) All programs, activities, and services provided, performed, licensed, chartered, funded, regulated, or contracted for by the state shall be conducted without unlawful discrimination based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status (including Vietnam-era veterans), or background. The Contractor and any subcontractors may not engage in discriminatory employment practices; and the Contractor certifies compliance with applicable federal and state laws, rules, and regulations governing fair labor and employment practices; and the Contractor commits to purchase supplies and services from certified minority or women-owned businesses, small businesses, or businesses owned by socially or economically disadvantaged persons or persons with disabilities. These provisions shall be enforced through the contracting agency, OSD, and/or the Massachusetts Commission Against Discrimination. Any breach shall be regarded as a material breach of the contract that may subject the contractor to appropriate sanctions.





# COMMONWEALTH TERMS AND CONDITIONS

This Commonwealth Terms and Conditions form is jointly issued by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) for use by all Commonwealth of Massachusetts ("State") Departments and Contractors. *Any changes or electronic*

*alterations by either the Department or the Contractor to the official version of this form, as jointly published by ANF, CTR and OSD, shall be void.* Upon execution of these Commonwealth Terms and Conditions by the Contractor and filing as prescribed by the Office of the Comptroller, these Commonwealth Terms and Conditions will be incorporated by reference into any Contract for Commodities and Services executed by the Contractor and any State Department, in the absence of a superseding law or regulation requiring a different Contract form. Performance shall include services rendered, obligations due, costs incurred, commodities and deliverables provided and accepted by the Department, programs provided or other commitments authorized under a Contract. A deliverable shall include any tangible product to be delivered as an element of performance under a Contract. The Commonwealth is entitled to ownership and possession of all deliverables purchased or developed with State funds. Contract shall mean the Standard Contract Form issued jointly by ANF, CTR and OSD.

**1. Contract Effective Start Date.** Notwithstanding verbal or other representations by the parties, or an earlier start date indicated in a Contract, the effective start date of performance under a Contract shall be the date a Contract has been executed by an authorized signatory of the Contractor, the Department, a later date specified in the Contract or the date of any approvals required by law or regulation, whichever is later.

**2. Payments And Compensation.** The Contractor shall only be compensated for performance delivered and accepted by the Department in accordance with the specific terms and conditions of a Contract. All Contract payments are subject to appropriation pursuant to M.G.L. C. 29, §26, or the availability of sufficient non-appropriated funds for the purposes of a Contract, and shall be subject to intercept pursuant to M.G.L. C. 7A, §3 and 815 CMR 9.00. Overpayments shall be reimbursed by the Contractor or may be offset by the Department from future payments in accordance with state finance law. Acceptance by the Contractor of any payment or partial payment, without any written objection by the Contractor, shall in each instance operate as a release and discharge of the State from all claims, liabilities or other obligations relating to the performance of a Contract.

**3. Contractor Payment Mechanism.** All Contractors will be paid using the Payment Voucher System unless a different payment mechanism is required. The Contractor shall timely submit invoices (Payment Vouchers - Form PV) and supporting documentation as prescribed in a Contract. The Department shall review and return rejected invoices within fifteen (15) days of receipt with a written explanation for rejection. Payments shall be made in accordance with the bill paying policy issued by the Office of the Comptroller and 815 CMR 4.00, provided that payment periods listed in a Contract of less than forty-five (45) days from the date of receipt of an invoice shall be effective only to enable a Department to take advantage of early payment incentives and shall not subject any payment made within the forty-five (45) day period to a penalty. The Contractor Payroll System, shall be used only for "Individual Contractors" who have been determined to be "Contract Employees" as a result of the Department's completion of an Internal Revenue Service SS-8 form in accordance with the Omnibus Budget Reconciliation Act (OBRA) 1990, and shall automatically process all state and federal mandated payroll, tax and retirement deductions.

**4. Contract Termination Or Suspension.** A Contract shall terminate on the date specified in a Contract, unless this date is properly amended in accordance with all applicable laws and regulations prior to this date, or unless terminated or suspended under this Section upon prior written notice to the Contractor. The Department may terminate a Contract without cause and without penalty, or may terminate or suspend a Contract if the Contractor breaches any material term or condition or fails to perform or fulfill any material obligation required by a Contract, or in the event of an elimination of an appropriation or availability of sufficient funds for the purposes of a Contract, or in the event of an unforeseen public emergency mandating immediate Department action. Upon immediate notification to the other party, neither the Department nor the Contractor shall be deemed to be in breach for failure or delay in performance due to Acts of God or other causes factually beyond their control and without their fault or negligence. Subcontractor failure to perform or price increases due to market fluctuations or product availability will not be deemed factually beyond the Contractor's control.

**5. Written Notice.** Any notice shall be deemed delivered and received when submitted in writing in person or when delivered by any other appropriate method evidencing actual receipt by the Department or the Contractor. Any written notice of termination or suspension delivered to the Contractor shall state the effective date and period of the notice, the reasons for the termination or suspension, if applicable, any alleged breach or failure to perform, a reasonable period to cure any alleged breach or failure to perform, if applicable, and any instructions or

restrictions concerning allowable activities, costs or expenditures by the Contractor during the notice period.

**6. Confidentiality.** The Contractor shall comply with M.G.L. C. 66A if the Contractor becomes a "holder" of "personal data". The Contractor shall also protect the physical security and restrict any access to personal or other Department data in the Contractor's possession, or used by the Contractor in the performance of a Contract, which shall include, but is not limited to the Department's public records, documents, files, software, equipment or systems.

**7. Record-keeping And Retention, Inspection Of Records.** The Contractor shall maintain records, books, files and other data as specified in a Contract and in such detail as shall properly substantiate claims for payment under a Contract, for a minimum retention period of seven (7) years beginning on the first day after the final payment under a Contract, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving a Contract. The Department shall have access, as well as any parties identified under Executive Order 195, during the Contractor's regular business hours and upon reasonable prior notice, to such records, including on-site reviews and reproduction of such records at a reasonable expense.

**8. Assignment.** The Contractor may not assign or delegate, in whole or in part, or otherwise transfer any liability, responsibility, obligation, duty or interest under a Contract, with the exception that the Contractor shall be authorized to assign present and prospective claims for money due to the Contractor pursuant to a Contract in accordance with M.G.L. C. 106, §9-318. The Contractor must provide sufficient notice of assignment and supporting documentation to enable the Department to verify and implement the assignment. Payments to third party assignees will be processed as if such payments were being made directly to the Contractor and these payments will be subject to intercept, offset, counter claims or any other Department rights which are available to the Department or the State against the Contractor.

**9. Subcontracting By Contractor.** Any subcontract entered into by the Contractor for the purposes of fulfilling the obligations under a Contract must be in writing, authorized in advance by the Department and shall be consistent with and subject to the provisions of these Commonwealth Terms and Conditions and a Contract. Subcontracts will not relieve or discharge the Contractor from any duty, obligation, responsibility or liability arising under a Contract. The Department is entitled to copies of all subcontracts and shall not be bound by any provisions contained in a subcontract to which it is not a party.

**10. Affirmative Action, Non-Discrimination In Hiring And Employment.** The Contractor shall comply with all federal and state laws, rules and regulations promoting fair employment practices or prohibiting employment discrimination and unfair labor practices and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability, handicap, sexual orientation or for exercising any rights afforded by law. The Contractor commits to purchasing supplies and services from certified minority or women-owned businesses, small businesses or businesses owned by socially or economically disadvantaged persons or persons with disabilities.

**11. Indemnification.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, including the Department, its agents, officers and employees against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement or other damages that the State may sustain which arise out of or in connection with the Contractor's performance of a Contract, including but not limited to the negligence, reckless or intentional conduct of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall at no time be considered an agent or representative of the Department or the State. After prompt notification of a claim by the State, the Contractor shall have an opportunity to participate in the defense of such claim and any negotiated settlement agreement or judgment. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph. Any indemnification of the Contractor shall be subject to appropriation and applicable law.

**12. Waivers.** Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach.

**13. Risk Of Loss.** The Contractor shall bear the risk of loss for any Contractor materials used for a Contract and for all deliverables, Department personal or other data which is in the possession of the Contractor or used by the Contractor in the performance of a Contract until possession, ownership and full legal title to the deliverables are transferred to and accepted by the Department.

**14. Forum, Choice of Law And Mediation.** Any actions arising out of a Contract shall be governed by the laws of Massachusetts, and shall be brought and maintained in a State or federal court in Massachusetts which shall have exclusive jurisdiction thereof. The Department, with the approval of the Attorney General's



## BOARD OF SELECTMEN

AGENDA ACTION REQUEST  
Tuesday, June 27, 2017

VII

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## TOWN ADMINISTRATOR'S REPORT



# TOWN OF WELLFLEET

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

To: Board of Selectmen  
From: Dan Hoort, Town Administrator  
Subject: Town Administrator's Report  
Date: June 23, 2017

This report is for the period June 10 through June 23, 2017.

1. General

- Working on resolution regarding terrapin turtles for dredging.
- Looking for a charging station installation proposals to bring to BOS.

2. Fiscal Matters

- Nothing new.

3. Meetings

- June 11 – Attended Cyr & Peake town hall forum
- June 12 – Attended legislative meeting in Barnstable on room occupancy tax
- June 12 – Met with Jay Ash, Secretary of Housing and Economic Development, Representative Peake and the dredging task force
- June 14 – Police Union negotiations
- June 15 – Lunch with Truro Town Manager
- June 15 – Meeting with members of WEA to explain their contract
- June 19 – Attended committee and board training
- June 21 – Library Staff meeting
- June 21 – Meeting with Pleasant Point representatives
- June 22 – 2017 Oysterfest pre-planning meeting
- June 22 – Police Building Committee meeting
- June 23 – Charter Review Committee

4. Complaints.

- Neighbor complaint regarding items too close to road

5. Miscellaneous.

- Planning for a fall (late October) economic vitality summit with business community and interested Wellfleet residents.

6. Personnel Matters:

- Lenny Croteau is retiring as Assistant Harbormaster in July. We wish him all the best.

[illegible]





## BOARD OF SELECTMEN

AGENDA ACTION REQUEST  
Tuesday, June 27, 2017

IX

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# CORRESPONDENCE AND VACANCY REPORT

Date: June 23, 2017  
To: Board of Selectmen  
From: Jeanne Maclauchlan  
Re: Vacancies on Town Boards

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

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

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

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

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

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

**Conservation Commission (7 Members)**

Vacant Position	Appointing Authority	Length of Term
1 Position	Board of Selectmen	1 year to complete term
1 Position		2 years to complete term
Requesting Appointment: One application on file		

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

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

**Energy Committee (11 members total)**

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

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

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

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

## Vacant Positions

Appointing Authority

## 1 Assistant Position

## Board of Selectmen

Requesting Appointment: No applications on file

### Length of Term

3 years

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

## Vacant Positions

Appointing Authority

## 2 Positions

## Board of Selectmen

Requesting Appointment: No applications on file

### Length of Term

3 years

### Planning Board (7 members)

## Vacant Positions

### Appointing Authority

## 1 Position

## Board of Selectmen

Requesting Appointment: No applications on file

### Length of Term

2 years to complete term

### Recycling Committee (11 members)

## Vacant Positions

Appointing Authority

## 2 Positions

## Board of Selectmen

Requesting Appointment: One application on file

### Length of Term

3 years

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

## Vacant Positions

### Appointing Authority

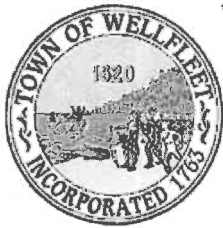
## 1 Alternate Position

## Board of Selectmen

Requesting Appointment: No applications on file

### Length of Term

3 years



## BOARD OF SELECTMEN

AGENDA ACTION REQUEST  
Tuesday, June 27, 2017

X

### MINUTES

<b>REQUESTED BY:</b>	Executive Assistant
<b>DESIRED ACTION:</b>	Approval of meeting minutes
<b>PROPOSED MOTION:</b>	I move to approve the minutes of June 13, 2017 as printed/as amended.
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____



**DRAFT**  
**Wellfleet Board of Selectmen**  
**Minutes of June 13, 2017**  
**Wellfleet Senior Center**

**Present:** Selectmen Dennis Murphy, Chair, Kathleen Bacon, Helen Miranda Wilson and Jerry Houk; Town Administrator Dan Hoort, Assistant Town Administrator Brian Carlson;

**Regrets:** Janet Reinhart

Chairman Murphy called the meeting to order at 7:00 PM.

**Announcements, Open Session and Public Comment**

- Bacon thanked everyone who participated at the Memorial Day ceremony at the Congregational Church.
- Wilson announced that on June 19 there will be a training session on Open Meeting Law and Conflict of Interest Law from 5:30 pm to 7:30 pm at the Library.
- Hoort announced that applications for the Herring River Restoration Project Stakeholders Group will be available on the web site, and interested parties should apply.

Murphy opened the public hearings at 7:05 pm.

**Public Hearing: Hardas Corp to amend the underground fuel storage license at 2619 State Highway, Route 6. Said amended license will provide for the storage of 20,000 gallons (continued from May 23)**

**MOTION 217-373:** Bacon moved and Wilson seconded to approve the application of Hardas Corp to amend the underground fuel storage license at 2619 State Highway, Route 6. Said amended license will provide for the storage of 20,000 gallons. Houk wanted to make sure that the new tanks will have all the necessary protections. Bacon asked if chargers for electric vehicles will be considered. Hardas will check if this will be possible. The motion passed 4-0.

**Public Hearing: Application of Wellfleet Harbor Actors Theater for a One-day All Alcohol License for a special event on July 24, 2017**

**MOTION 217-374:** Wilson moved and Bacon seconded to approve the application of Wellfleet Harbor Actors Theater for a One-day All Alcohol License for a special event on July 24, 2017. The motion passed 4-0.

The public hearings were closed at 7:08 pm.

**Appointment of Jed Foley to the Recycling Committee with a term ending June 30, 2020.**  
Jed Foley expressed his interest to serve on the Recycling Committee.

**MOTION 217-375:** Bacon moved and Wilson seconded to appoint Jed Foley to the Recycling Committee with a term ending June 30, 2020. The motion passed 4-0.

**Appointment of Christine Shreves to the Recycling Committee with a term ending June 30, 2020.**  
Lydia Vivante recommended the appointment of Christine Shreves to the Recycling Committee.

**MOTION 217-376:** Bacon moved and Wilson seconded to appoint Christine Shreves to the Recycling Committee with a term ending June 30, 2020.

**Appointment of Deborah Freeman to the Conservation Commission with a term ending June 30, 2020.**  
Deborah Freeman expressed her interest to serve on the Conservation Commission.

**MOTION 217-377:** Bacon moved and Wilson seconded to appoint Deborah Freeman to the Conservation Commission with a term ending June 30, 2020. The motion passed 4-0.

**Reappointment of Joseph Powers to the position of Wellfleet Town Clerk for a term of three years from July 1, 2017 to June 30, 2020.**

**MOTION 217-378:** Wilson moved and Bacon seconded to reappoint Joseph Powers as the Town Clerk for a 3-year term ending June 30, 2020. The motion passed 4-0.

**Reappointment as Special Police Officers**

**MOTION 217-379:** Bacon moved and Wilson seconded to reappoint Leslie Reynolds, Craig Thatcher, Christopher Hartsgrove, Christopher Anderson, W. Russell Hughes, Ryan Peterson, Timothy Morrison, Eric Trudeau, Seth DiGiacomo and Megan Farrell from July 1, 2017 through June 30, 2018. The motion passed 4-0.

**Board/Committee/Commission Reappointments as listed in the meeting packet.**

**MOTION 217-380:** Wilson moved and Bacon seconded to reappoint the incumbents to serve on Town Boards/Committees/Commissions with terms and names as listed in the meeting packets. The motion passed 4-0.

**Use of Town Property: AIM Thrift Shop to use Town Hall driveway on July 29, 2017 (rain date August 5) from 8:30 am to 10 am for the 9<sup>th</sup> Annual AIM Art Sale.**

**MOTION 217-381:** Wilson moved and Bacon seconded to approve the request of AIM Thrift Shop to use Town Hall driveway on July 29 (rain date August 5) from 8:30 am to 10 am for the 9<sup>th</sup> Annual AIM Art Sale with no use fee and with conditions as listed on the use form. The motion passed 4-0.

**Use of Town Property: Old Wharf Dory Co to use Mayo Beach on September 23, 2017 from 11 am to 3 pm for the 5<sup>th</sup> Annual Wellfleet Rowing Rendezvous**

Walter Baron presented his request for the 5<sup>th</sup> Annual Rowing Rendezvous on September 23 at Mayo Beach. Bacon spoke very highly of the event and encouraged the public to participate.

**MOTION 217-382:** Bacon moved and Houk seconded to vote to approve the request of Old Wharf Dory Co to use Mayo Beach on September 23 from 11 am to 3 pm for the 5<sup>th</sup> Annual Wellfleet Rowing Rendezvous with no use fee and with conditions as listed on the use form. The motion passed 4-0.

**Use of Town Property: SICKDAY, Inc/Olaf Valli to use Whitecrest Beach 6/1/17-12/31/ for surfboard, skimboard, bodyboard, SUP lessons, beach clean-ups and basic waterman instruction.**

**MOTION 217-383:** Wilson moved and Bacon seconded to approve the request of SICKDAY, Inc/Olaf Valli to use Whitecrest Beach from June 1 to December 31, 2017 for surfboard, skimboard, bodyboard, SUP lessons, beach clean-ups and basic waterman instruction with a use fee of \$350 and with conditions as listed on the use form. The motion passed 4-0.

**Use of Town Property: Charlene Moske Weber to use Maguire Landing Beach from June 30 to August 25, 2017 from 7:30 am to 8:45 am for a morning boot-camp.**

**MOTION 217-384:** Wilson moved and Bacon seconded to approve the request of Charlene Moske Weber to use Maguire Landing Beach from June 30 to August 25, 2017, 7:30 am to 8:45 am for morning boot-camp work-out sessions with no use fee and with conditions as listed on the use form. The motion passed 4-0.

**Licenses: Weekday Entertainment License for KB Kitchens, Inc. DBA C Shore**

Wilson appreciated the fact that the entertainment request is until 10 pm.

**MOTION 217-385:** Bacon moved and Wilson seconded to approve the request for entertainment license for KB Kitchens, Inc. DBA C Shore. The motion passed 4-0.

**Business: Police Building. Committee Update and Change Order #4<sup>1</sup>**

Harry Terkanian and Richard Pomroy explained the request for Change Order #4 for improvements to the temporary Police Station facility. Terkanian said that most of the costs are part of the current budget, and the rest will come out of the contingencies fund (\$6,800).

**MOTION 217-386:** Wilson moved and Bacon seconded to approve Change Order #004 for the Police Station Renovation Project dated June 6, 2017 for \$33,322.32 as presented. The motion passed 4-0.

Terkanian talked about the temporary parking facility and recommended paving it with available funds from the DPW and Police Station budget. This way the parking will remain available for public use when the temporary facility is no longer in use. Murphy opened a discussion about drainage at the parking lot. Lydia Vivante suggested using gray stone instead of asphalt pavement. Terkanian confirmed that the budget is on track, and there are even some savings in certain areas. The estimated cost for the lift will be around \$175,000, and the final cost will be available by the end of the week. Pomroy proposed splitting the cost for the lift into materials, labor and the budgeted allowance to avoid delays of the project.

**Business: Approval of Joint Representation by KP Law<sup>2</sup>**

Hoort explained why an approval for joint representation by KP Law with the Town of Truro in regards with the Herring River Restoration Project is needed, and answered Wilson's question about the joint representation for the towns of Wellfleet and Truro. Murphy suggested checking if there are more qualified firms with experience in this field and wanted to see an end date to this joint representation. He wanted to know the hourly rates for proper budgeting. Terkanian explained that this is not a contract to hire KP Law, but just a disclosure consent for joint representation. Terkanian stated this will not in any way obligate the Town to hire KP Law for a representation with this project. Houk said that KP Law has multiple attorneys who specialize in different areas and supported the joint representation.

**MOTION 217-387:** Bacon moved and Wilson seconded that the Board of Selectmen consent to joint representation in consultation on behalf of the Towns of Wellfleet and Truro with the other parties to the Memorandum of Understanding ("MOU") between Wellfleet, Truro and the National Park Service, the Friends of Herring River, and their counsel, regarding the permitting and implementation of the Herring River Restoration Project, and advice to the Towns relative thereto. The motion passed 4-0.

**Business: Recycling Committee Update**

Lydia Vivante, Marla Rice and Keri Purcell gave an update on the activities of the Recycling Committee. Wilson did not support the proposed dumpsters and suggested considering what Sandwich has done. Bacon supported Rice's proposal<sup>3</sup>. Rice gave background information about her work with the Recycling Committee on this proposal and the public space recycling. She asked the Board of Selectmen to authorize the TA to investigate a single stream recycling and to have the TA and DPW work with other Town officials on this. She proposed implementing a pilot program on Main Street by installing six containers to test it. Purcell answered Murphy's question about recycling trends. Vivante said that single serve container vendors should be required to install recycling receptacles at the site, and felt that there is a need to educate the public on recycling. Purcell reminded that recycling is the law and it is required by the State and the EPA. Bacon wanted to know if funding can be found for July and August for the Main Street pilot. Hoort informed the Board that the Assistant DPW Director Paul Lindberg is working on putting together a plan that might work for Wellfleet. He said that there will be a need to try out few things to determine what works and what does not. Wilson felt that the beaches are in the biggest need for recycling receptacles.



Purcell said that there may be RDP funds for recycling receptacles. The discussion concluded with no action taken by the Board.

**Business: Petition General Court on room occupancy tax and on real estate transfer tax<sup>4</sup>**

Hoort explained that these two requests are because of Articles 44 and 45 that were approved at 2017 Annual Town Meeting.

**MOTION 217-388:** Wilson moved and Bacon seconded to file legislation for 2017 Annual Town meeting article number 44 as presented by the Town Clerk. The motion passed 4-0.

**MOTION 217-389:** Wilson moved and Bacon seconded to file legislation for 2017 Annual Town meeting article number 45 as presented by the Town Clerk. The motion passed 4-0.

**Business: Code enforcement of property at 2207 Route 6**

Curt Felix expressed his frustration about the obstacles he has been dealing with code enforcement issues at his business location at 2207 Route 6. He explained the recent occurrence with the promotional truck at his location and the resulting interference by his neighbor and the Planning Board chair. He said that the Planning Board chair is not impartial to him and therefore he asked the Board of Selectmen for help with this re-occurring pattern of harassment. Bacon said that the promotional truck was denied by the Board of Selectmen to give out the promotional product, and Felix went against the will of the Board. Felix responded to Wilson's question about the Building Inspector's visit by saying that when the Building Inspector came, he did not find any violation. Murphy asked Felix if he would like to file a formal complaint against the Chair of the Planning Board. Felix confirmed that this was the reason for him to come in front of the Board. Houk spoke highly of the improvements Felix has done at the location and said that he would support licensing him again. He said that there have been no complaints about the Sunbird in the past. Murphy suggested working with the Town Administrator to find a way on how to address this matter and following the proper procedures. The discussion concluded with no action taken by the Board.

**Business: Extension of the Herring River Restoration Project DRI public hearing period with the Cape Cod Commission<sup>5</sup>.**

**MOTION 217-390:** Bacon moved and Wilson seconded to approve the request for extension of the Herring River Restoration Project DRI public hearing period with the Cape Cod Commission to April 7, 2018 and to authorize the Chair of the Board of Selectmen to sign the extension. The motion passed 4-0.

**Business: Protocol for renewal of business licenses**

Murphy said that he had requested this to come up with a protocol for business license renewals to streamline the meetings. Wilson said that there are different types of businesses and she agrees that renewals for some businesses can be streamlined if there was a check list. Bacon suggested to request all applicants to be present when they are asking to use Town property. Wilson said that the renewals should be on the agenda for the community to voice concerns if there are any. Hoort wanted to better understand if the check list would be for every license or only for food trucks. Wilson said that the check list should be for all business license renewals. The discussion concluded with the mutual understanding that in the future each renewal request will be accompanied with a check list prepared by the Principal Clerk.

**Business: Vote to approve and adopt the 2016 Wellfleet Hazard Mitigation Plan Resolution<sup>6</sup>**

ATA Brian Carlson said that this request to approve the 2016 Wellfleet Hazard Mitigation Plan Resolution is the final step of a year-long process, and if approved would allow the Town to receive FEMA grants.

**MOTION 217-391:** Bacon moved and Wilson seconded to approve & adopt the 2016 Wellfleet Hazard Mitigation Plan Resolution as presented. The motion passed 4-0.



**Business: 4<sup>th</sup> of July parade discussion**

Wilson suggested that the Board of Selectmen not be in the 4<sup>th</sup> of July Parade this year as a group, but could participate individually. The rest of the Selectmen did not oppose this idea.

**Business: Extension of the charge of the Mayo Creek Restoration Committee**

John Riehl presented his request for extension of the charge of the Mayo Creek Restoration Committee for one additional year.

**MOTION 217-392:** Bacon moved and Wilson seconded to extend the term of the Mayo Creek Restoration Committee for one additional year to June 30, 2018 as requested. The motion passed 4-0.

**Business: Authorize the TA to sign contracts for up to \$25,000**

Hoort said that he is bringing this as an option to make the meeting more efficient by eliminating the need to present small contracts for approval by the Board. Wilson agreed with this request, but asked for ongoing updates for contracts signed by the TA and asked Hoort to prepare a MOU about this discussion.

**MOTION 217-393:** Bacon moved and Wilson seconded to authorize the Town Administrator to sign contracts for up to \$25,000 under the discussed conditions. The motion passed 4-0.

**Town Administrator's Report<sup>7</sup>**

Wilson asked Hoort for a report by the screening committee for the Shellfish Constable's vacancy.

**Topics for Future Discussion**

- Wilson: Outreach to chairs of boards and committees about the upcoming training session at the Library;
- Wilson and Bacon: a decision about the old shellfish shack needs to be made soon.
- Wilson –requested a briefing about the comments by the DPU on the CLC.

**Correspondence<sup>8</sup> and Vacancy<sup>9</sup> Report**

Murphy complimented the new format of the correspondence report.

**Minutes**

Bacon and Wilson offered corrections to the minutes.

**MOTION 217-373:** Wilson moved and Bacon seconded to approve the minutes of May 16, 2017<sup>10</sup> as amended by Wilson. The motion passed 4-0.

**MOTION 217-374:** Wilson moved and Bacon seconded to approve the minutes of May 23, 2017<sup>11</sup> as amended by Wilson. The motion passed 4-0.

**Adjournment & Executive Session:** Murphy moved and Wilson seconded pursuant to G.L. c. 30A, §21(a)(3), to discuss a strategy with respect to collective bargaining and litigation if the Chair declares that an open meeting may have a detrimental effect on the Town's bargaining and litigating position. The Board will review the status and strategy regarding:

**A.** Cumberland Farms, Inc. v. Dennis Murphy, et al. as the Board of Selectmen, Land Court C.A. No. 17 MISC 000247 (KCL);

**B.** Curran v. Town of Wellfleet, et al, 0 West Main Street (Barnstable Superior Court.

**MOTION 217-375:** Murphy moved to adjourn the public meeting at 9:15 pm and go in executive session for the above stated reasons, and not reconvene in public session. The motion passed by a roll call vote where each Murphy, Wilson, Bacon and Houk said “Aye”.

Respectfully submitted,

Michaela Miteva, Executive Assistant

### **Public Records Materials**

- <sup>1</sup> Change Order #004 request for Police Station Renovation Project
- <sup>2</sup> Consent form for Joint Representation by KP Law for Wellfleet and Truro for the HRRP
- <sup>3</sup> Proposal by Marla Rice for recycling containers at various locations
- <sup>4</sup> Town clerk memos on petition for Article 44 and 45, 2017 ATM
- <sup>5</sup> Herring River Restoration Project DRI public hearing period with the Cape Cod Commission.
- <sup>6</sup> Hazard Mitigation Plan Resolution
- <sup>7</sup> TA Report of 6/9, 2017
- <sup>8</sup> Correspondence Report of June 13, 2017
- <sup>9</sup> Vacancy report of June 9, 2017
- <sup>10</sup> Draft minutes of May 16, 2017
- <sup>11</sup> Draft minutes of May 23, 2017