



Wellfleet Selectboard

The Wellfleet Selectboard will hold a public meeting on **Tuesday, September 25, 2018, at 7:00 p.m. at the Wellfleet Senior Center, 715 Old Kings Highway, Wellfleet, MA 02667.** *It is anticipated that the meeting will be recorded by the Town. Anyone else desiring to record the meeting may do so only after notifying the chair and may not interfere with the conduct of the meeting in doing so.*

I. Announcements, Open Session and Public Comment

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

II. Public Hearings

- A. **SPAT** – Mac Hay two-day beer and wine license on Oct 5 & 6, 2018
- B. **Shellfish grant transfer** - #2000-05 from Chris Merl and Denice LaPierre to Chris Merl, Denice LaPierre and Ronald Butilier

III. Appointments/Reappointments

- A. **Zoning Board of Appeals** – Jessica Dalby (3-year alternate appointment)
- B. **Cable Advisory Committee** – Jennifer Wertkin (1-year appointment)

IV. Use of Town Property

- A. **Bakers Field** - Stephen Curley celebration of life for Sarah Curley (Oct 20, 3-8 pm)
- B. **Transfer Station** – Wellfleet Fire Department (WFD) fundraiser for the Muscular Dystrophy Association (October 7th, 9 am – 1 pm)

V. Business

- A. Review and approval of the conservation restriction on the land of 180 Bayberry Lane [Wellfleet Conservation Trust]
- B. Rescission of 7/24/18 vote forming of the Wastewater Management Authority (WMA)
- C. Review of Herring River Restoration Project legal representation [TA]
- D. Update on shark concerns [Chair]
- E. Approval of Inter-municipal agreement

VI. Town Administrator's Report

VII. Topics for Future Discussion

VIII. Correspondence and Vacancy Report

IX. Minutes (Draft from 9/11/18)

X. Adjournment

RECEIVED
2018 SEP 21 A 9:22
TOWN CLERK
TOWN OF WELFLEET



BOARD OF SELECTMEN

AGENDA ACTION REQUEST

August 14, 2018

II

PUBLIC HEARING – A. S.P.A.T.

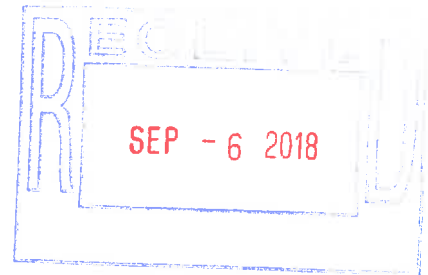
REQUESTED BY:	S.P.A.T.
DESIRED ACTION:	Approval of two-day beer and wine license on Oct 5 & 6, 2018
PROPOSED MOTION:	I move to approve a two-day beer and wine license for S.P.A.T. on October 5 and 6, 2018.
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s): _____
VOTED:	Yea _____ Nay _____ Abstain _____

TOWN OF WELLFLEET
PUBLIC HEARING

In accordance with M.G.L. Chapter 138, notice is hereby given that a public hearing will be held on Tuesday, September 25, 2018 at 7:00 p.m. at the Wellfleet Council on Aging to consider the following:

- Application received September 6, 2018 from S.P.A.T., Mac Hay for a two day Beer and Wine License on October 5 & 6, 2018. Beer and wine will be served and consumed in secure areas.

WELLFLEET BOARD OF SELECTMEN





BOARD OF SELECTMEN

AGENDA ACTION REQUEST
August 14, 2018

II

PUBLIC HEARING – B. Shellfish Grant Transfer

REQUESTED BY:	Chris Merl and Denice LaPierre
DESIRED ACTION:	Approve the transfer of grant #2005-05 from Chris Merl and Denice LaPierre to Chris Merl, Denice LaPierre and Ronald Butilier
PROPOSED MOTION:	I move to approve the transfer of grant #2005-05 from Chris Merl and Denice LaPierre to Chris Merl, Denice LaPierre and Ronald Butilier.
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s): _____
VOTED:	Yea _____ Nay _____ Abstain _____

TOWN OF WELLFLEET
PUBLIC HEARING

In accordance with MGL Chapter 130 Sections 52, 57, 58, 60, and 68 and all applicable Town Shellfish Regulations, notice is hereby given that the Wellfleet Board of Selectmen will hold a public hearing on Tuesday, September 25, 2018 at 7:00 p.m. in the Wellfleet Council on Aging to consider the following:

- Application received September 14, 2018 from Chris Merl and Denice LaPierre to transfer shellfish grant license #2000-05 from Chris Merl and Denice LaPierre to Chris Merl, Denice LaPierre and Ronald Butilier.

Recommendation of the Shellfish Constable will be available in the 09/25/18 Selectboard packet.

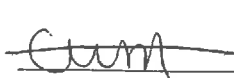
WELLFLEET BOARD OF SELECTMEN

APPLICATION FOR TRANSFER OF SHELLFISH GRANT LICENSE

Date: 8/15/2018

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

I/We hereby request transfer of Shellfish Grant License # 2000-05
From Christopher Merl + Denice Lapierre
To Christopher Merl and Ronald Butilier
Said grant license is located at Egg Island, in Wellfleet, MA
and consisting of 2.16 acres, as shown on a plan prepared
by SLADE ASSOCIATES and dated 4/11/2000

<u></u>	<u>Ronald Butilier</u>	
Signature	Signature	Signature
<u>Christopher Merl</u>	<u>Ronald Butilier</u>	<u>Denice Lapierre</u>
Name	Name	Name
<u>P.O. Box 1993</u>	<u>P.O. Box 783</u>	
Mailing Address	Mailing Address	Mailing Address
<u>Wellfleet MA 02667</u>	<u>Wellfleet MA 02667</u>	
<u>508 237-2632</u>	<u>774-722-1347</u>	
Telephone	Telephone	Telephone
<u>cmerl2000@yahoo.com</u>	<u>rbutilier@gmail.com</u>	
Email	Email	Email



Wellfleet Shellfish Department



300 Main Street, Wellfleet, Massachusetts 02667

September 14, 2018

To: Board of Selectmen
Re: Recommendations
From: Nancy Civetta, Shellfish Constable

On September 13, 2018, I received an application from Chris Merl and Denice Lapierre to transfer shellfish grant license #2000-05 from Chris Merl and Denice LaPierre to Chris Merl, Denice LaPierre and Ronald Butilier.

I recommend that the grant #2000-05 from Chris Merl and Denice Lapierre to Chris Merl, Denice Lapierre and Ronald Butilier.

Attached please find all related paperwork.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Nancy Civetta".

Nancy Civetta
Shellfish Constable





BOARD OF SELECTMEN

AGENDA ACTION REQUEST
August 14, 2018

III

APPOINTMENTS – A. Zoning Board of Appeals

REQUESTED BY:	Jessica Dalby
DESIRED ACTION:	Appoint Jessica Dalby to the Zoning Board of Appeals
PROPOSED MOTION:	I move to appoint Jessica Dalby as Alternate to the Zoning Board of Appeals for a three-year term expiring June 30, 2021.
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____



TOWN OF WELFLEET
APPLICATION FOR TOWN BOARDS & COMMITTEES MEMBERSHIP

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

FILL OUT THE FORM BELOW and mail it to:

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

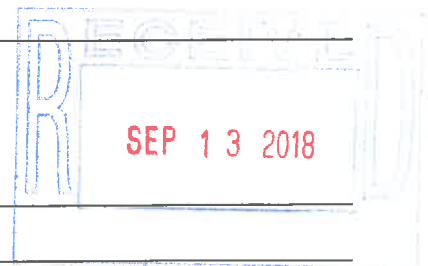
☐ Name Jessica Dalby Date 9/1/18
Mailing Address 75 Cassick Valley Rd #3
Wellfleet MA 0267
Phone (Home) 248-935-4578 (cell) _____
E-mail hearnjes@hotmail.com

☐ Please describe briefly any work experience, including volunteer service, that you feel would be useful to the Town: I am interested in becoming involved with the town.

I do not have much experience in zoning matters,
but I am able to study and learn the ^{zoning} town by laws
to become familiar with the terms

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

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





BOARD OF SELECTMEN

AGENDA ACTION REQUEST
August 14, 2018

III

APPOINTMENTS – B. Cable Advisory Committee

REQUESTED BY:	Jennifer Wertkin
DESIRED ACTION:	Appoint Jennifer Wertkin to the Cable Advisory Committee
PROPOSED MOTION:	I move to appoint Jennifer Wertkin to the Cable Advisory Committee for a one-year term expiring June 30, 2019.
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____



TOWN OF WELLFLEET
APPLICATION FOR TOWN BOARDS & COMMITTEES MEMBERSHIP

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

FILL OUT THE FORM BELOW and mail it to:

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

☐ Name Jennifer Wertkin Date 9/17/18

Mailing Address Library - 55 W. Main St. Wellfleet
Home - 20 Dory Lane, Eastham 02642

Phone (Home) work (508) 349-0310 (cell) (917) 617-0793

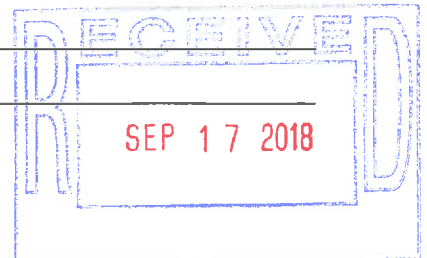
E-mail jennifer.wertkin@wellfleet-ma.gov

☐ Please describe briefly any work experience, including volunteer service, that you feel would be useful to the Town: I am the library director and have a background
in technology. ~~publicly~~ our building is home to many town committee &
board meetings that will potentially be recorded by the Gov't TV channel
plus we house the editing suite of the town's cable TV station.
I have sat in on cable advisory committee meetings & there
are issues that impact our building.

☐ 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 believe I have a lot to offer the committee because of my background.
~~I believe~~ I also have ideas regarding equipment & usage
within the library. Thank you!

☐ Committees/Boards of Interest: 1) cable advisory committee
2) _____
3) _____





BOARD OF SELECTMEN

AGENDA ACTION REQUEST

August 14, 2018

IV

USE OF TOWN PROPERTY – A. Bakers Field

REQUESTED BY:	Stephen Curley
DESIRED ACTION:	Approve the use of Bakers Field for Stephen Curley's celebration of life of Sarah Curley on October 20
PROPOSED MOTION:	I move to approve the use of town property by Stephen Curley at Bakers Field on October 20, from 3:00 pm to 8:00 pm, subject to the conditions, if any, as listed on the Application, for a fee of \$110.
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s): _____
VOTED:	Yea _____ Nay _____ Abstain _____

APPLICATION FOR PERMIT TO USE TOWN OWNED PROPERTY

TOWN OF WELFLEET
300 MAIN STREET
WELFLEET, MA 02667

18-32 approved
Sept 21

Applicant Stephen Curley Affiliation or Group _____
Telephone Number _____ Mailing Address Box 412
Email address nausetcarpenter@live.com S. Welfleet MA
Town Property to be used (include specific area) The Field by Mayo
Playground
Date(s) and hours of use: 10/20/18 3-8 PM

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

Celebration of Life for Sarah Curley
150 guests(+), tent, tables, chairs, food,
beer + wine, band, dance floor + Karaoke DJ
Parking @ Mayo Beach

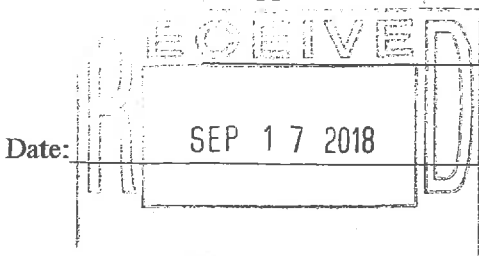
Describe any Town services requested (police details, DPW assistance, etc.)

A police officer if 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 ensure that all reviews can be completed prior to the event. This application is only for permission to use Town property. Any additional licenses, such as food service permit, etc., may be required and it is the applicant's responsibility to secure the same.

Action by the Board of Selectmen:

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



Processing Fee: \$50.00 paid
Fee: (110)

(over)

Health/Conservation Agent:

Comments/Conditions:

PRIVATE EVENT, NO FS PERMITS

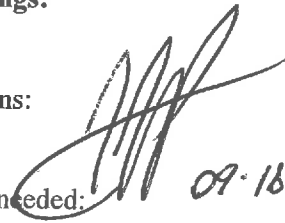
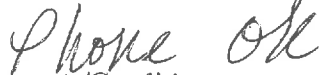
Permits/Inspections needed:

REQUIRED

Inspector of Buildings:

Comments/Conditions:

Permits/Inspections needed:


09-18-16**Police Department:**


Comments/Conditions:

Fire Department:

Richard J. Pauley, Jr. (#)

Comments/Conditions:

OK

DPW:

Comments/Conditions

Porta Potties required
9/18/16**Community Services Director:**

Comments/Conditions:

phone OK

Harbormaster:

Comments/Conditions

phone OK

Shellfish:

Comments/Conditions

**Recreation:**

Comments/Conditions

phone OK

Town Administrator:

Daniel R. Hoot

Comments/Conditions



BOARD OF SELECTMEN

AGENDA ACTION REQUEST
August 14, 2018

IV

USE OF TOWN PROPERTY – B. Transfer Station

REQUESTED BY:	Wellfleet Fire Department
DESIRED ACTION:	Approve the use of the Transfer Station for WPD's "fill the boot fundraiser" for Muscular Dystrophy Association.
PROPOSED MOTION:	I move to approve the use of town property by the Wellfleet Fire Department at the Transfer Station on October 7, from 9:00 am to 1:00 pm, subject to the conditions, if any, as listed on the Application.
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____

APPLICATION FOR PERMIT TO USE TOWN OWNED PROPERTY

TOWN OF WELLFLEET
300 MAIN STREET
WELLFLEET, MA 02667

Applicant Matthew Burns Affiliation or Group WFD
Telephone Number 774 216 9450 Mailing Address 120 Beach RD
Email address Matthewburns893@gmail.com Orleans, MA 02653
Town Property to be used (include specific area) Transfer Station

Date(s) and hours of use: 10/7/18 9am - 1pm

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.

Fill the boot fundraiser for the Muscular Dystrophy Association.
One Fire truck or ambulance parked at the transfer station w/
a table to collect money. 2-4 people involved. Signs leading
up to table/set-up.

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

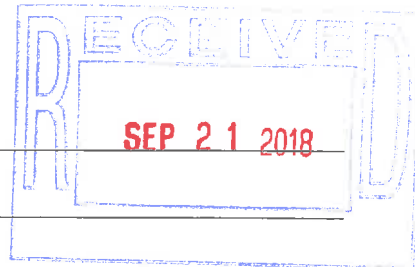
NOTE TO APPLICANTS: All applications must be accompanied by a non-refundable \$50.00 processing fee. Applications must be received at least 30 days prior to the first event date to ensure that all reviews can be completed prior to the event. This application is only for permission to use Town property.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

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

OK 9/21/18

OK 9/21/18

Police Department:	Fire Department:
Comments/Conditions:	Comments/Conditions:

OK 9/21/18

OK 9/21/18

DPW:	Community Services Director:
Comments/Conditions:	Comments/Conditions:

OK 9/21/18

OK 9/21/18

Harbormaster:	Shellfish:
Comments/Conditions:	Comments/Conditions:

OK 9/21/18

OK 9/21/18

Recreation:	Town Administrator:
Comments/Conditions:	Comments/Conditions:

OK 9/21/18

Daniel R. Hovet



BOARD OF SELECTMEN

AGENDA ACTION REQUEST
August 14, 2018

IV

BUSINESS – A.

Conservation Restriction at 180 Bayberry Lane

REQUESTED BY:	Wellfleet Conservation Trust
DESIRED ACTION:	Approve the conservation restriction at 180 Bayberry Lane
PROPOSED MOTION:	I move to approve the conservation restriction on the land of 180 Bayberry Lane as recommended by the Wellfleet Conservation Trust.
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s): _____
VOTED:	Yea _____ Nay _____ Abstain _____



SEP 20 2018

Board of Selectmen

Request for Placement on Agenda

Name: Dennis O'Connell

Address: P.O. Box 84, Wellfleet, MA 02667

Company or Organization Representing: Wellfleet Conservation Trust

Phone Number: 508-349-2162

Email Address: dennys@comcast.net

Specific Request: Select Board's review and approval
of a Conservation Restriction on the vacant
lot at 180 Bayberry Lane (Map 41, Lot 122)
See attached transmittal, the Conservation Restriction
Terms and maps.

To be Filed out by Dept.

Applicant Notified: _____ Date of Hearing: _____

Date Request Completed: _____



September 20, 2018

The Select Board
The Town Of Wellfleet
Wellfleet, MA 02667

- by hand delivery -

Dear Select Board Members:

Attached is documentation for a new Conservation Restriction (CR) on waterfront property at 180 Bayberry Lane (Map 41, Lot 122). This CR has been prepared for The Compact of Cape Cod Conservation Trusts (The Compact) to be the initial Grantee and the property owners, husband and wife, Dr Teresa Corcoran and Mr. John Grieb, to be the Grantors. This CR will be held by the Wellfleet Conservation Trust (WCT) after it has been implemented and assigned to us by The Compact. Due to state regulations in applying a Conservation Lands Tax Credit, and with their awareness, The Compact needs to enter the agreement and then assign it to WCT.

This CR is being placed on a 1.07 acre parcel of land owned by Dr. Corcoran and Mr. Grieb who own and live across the street at 181 Bayberry Lane. The land and its conservation and scenic values will be protected, into perpetuity, by this CR. The MA Division of Conservation Services has reviewed and approved the attached CR. The Wellfleet Conservation Commission has reviewed this CR and will be advising of its recommendation that you approve it. The ConsCom has also submitted a Municipal Certificate stating that the CR is in the public interest - Certificate enclosed. After the local approval by the Select Board, the final approval will be by Secretary Matthew Beaton of the Executive Office Energy and Environmental Affairs. Upon completion of all, the CR will be filed with the Barnstable Registry of Deeds. Stamped copies will be returned for your and the ConsCom files.

I have submitted a request for the subject to be on your September 25th meeting agenda. Specifically, from the Select Board we request:

1. Your review and approval of the CR. I plan to attend the meeting and will be available to respond to your questions, and
2. You signing your approval on page 18 and having one signature notarized. Upon completion of your signing and notarization, I would like to pick up the original so that we can submit the entire package to the State.

I attach a section of the Assessor's Map 41 (two different scales) so you can locate the property. It is an undeveloped, south-sloping coastal bank that abuts the flood plain of "Old Spring Creek", south of Lieutenant Island Road in South Wellfleet. It is within the Wellfleet Harbor Area of Critical Environmental Concern. The WCT is very pleased to see this land preserved by the CR.

If you need anything before the meeting, or wish to view the site, please let me know.

Sincerely,



R. Dennis O'Connell, President
508-349-2162 or dennyoc@comcast.net

cc: Dr. Teresa Corcoran and Mr. John Grieb
Mr. Mark H. Robinson, the Compact
Ms. Hillary Greenberg-Lemos, Health and Conservation Agent

Enclosures:

Conservation Restriction
Municipal Certification
Assessor's Map 41 (portion)

Grantor: Teresa R. Corcoran and John R. Grieb
Grantee: The Compact of Cape Cod Conservation Trusts, Inc.
Property Address: 180 Bayberry Lane, Wellfleet MA
Grantor's title: Barnstable County Registry of Deeds Book 29982, Page 305

CONSERVATION RESTRICTION

Teresa R. Corcoran and John R. Grieb, husband and wife, as tenants by the entirety, with a mailing address of 165 Bayberry Lane, Wellfleet, MA 02667, their successors and permitted 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, grants with QUITCLAIM COVENANTS to **THE COMPACT OF CAPE COD CONSERVATION TRUSTS, INC.**, a Massachusetts charitable corporation with an office at 36 Red Top Road, Brewster, MA 02631 and a mailing address of P.O. Box 443, Barnstable, MA 02630, its successors and permitted assigns ("Grantee"), for charitable consideration, IN PERPETUITY and exclusively for conservation purposes, the following **CONSERVATION RESTRICTION** (the "Restriction" or "Conservation Restriction"), on the entirety of a parcel of approximately 1.07 acres of vacant land located at 180 Bayberry Lane in the Town of Wellfleet, County of Barnstable, Commonwealth of Massachusetts, said parcel being described in Exhibit A and shown on Exhibit B, both of which are attached hereto, and hereinafter referred to as the Premises. The Grantor and Grantee, their successors and assigns, are bound by and subject to the terms and conditions of this Conservation Restriction.

Purpose. 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 is to assure that the Premises will be maintained in perpetuity for conservation purposes in a natural, scenic and undeveloped condition, to protect the upland and wetland habitats on the Premises, to preserve a scenic view, and to prevent any use that would impair or interfere with the conservation values of the Premises. The conservation of the Premises will yield a significant public benefit for the following reasons:

Conservation Land Tax Credit "CLTC" Program: The Grantor is authorized to receive a tax credit from the Conservation Land Tax Credit Program authorized under MGL Chapter 21A Section 2A, Chapter 509 Acts of 2008 Sections 1-4 as amended by Chapter 409 Acts of 2010 Sections 4-13 for the donation of this Conservation Restriction on the Premises, the Premises having been deemed eligible by the Executive Office of Energy and Environmental Affairs by letter dated 7 April 2017.

WELLFLEET MARSH (CORCORAN) CONSERVATION RESTRICTION
Wellfleet, MA

WHEREAS, in 1989 the Commonwealth of Massachusetts, through the authority of the Secretary of Environmental Affairs under Mass. General Law c. 21A, s. 2 (7), designated the Wellfleet Harbor ecosystem as a state Area of Critical Environmental Concern (“ACEC”); and,

WHEREAS, in 1981, the Massachusetts Department of Environmental Management designated an area in and surrounding Wellfleet Harbor as a Noteworthy landscape under its Scenic Landscape Inventory; and

WHEREAS, in 2001 the Massachusetts Department of Fisheries, Wildlife and Environmental Law Enforcement published a report entitled *BioMap: Guiding Land Conservation for Biodiversity in Massachusetts*, which identified critical habitat “areas, that if protected, would provide suitable habitat over the long term for the maximum number of Massachusetts’ terrestrial and wetland plant, animal species, and natural communities;” and,

WHEREAS, in 1998, the Massachusetts Natural Heritage and Endangered Species Program (“MNHESP”) published a report entitled *Our Irreplaceable Heritage: Protecting Biodiversity in Massachusetts*, which stated, “We believe that [there are] eight ecosystem types or natural community assemblages [that are] the most important targets for biodiversity conservation. They represent the most threatened or ecologically essential areas for rare plants and animals in Massachusetts,” (p. 29) and specifically identified coastal natural communities as standing out “as some of the most biologically diverse lands in the Commonwealth;” and,

WHEREAS, in 2003, 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

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, 2001, 2009 and 2015, which provided, *inter alia*:

- a Coastal Resources Goal to “preserve and manage coastal areas so as to safeguard and perpetuate their biological, economic, historic, maritime, and aesthetic values” (p.47); and to “maintain and improve coastal water quality to allow shellfishing and/or swimming in all coastal waters as appropriate, and to protect coastal ecosystems that support protected species and shellfish and finfish habitat (p.52)
- a Wetlands Goal to “preserve and restore the quality and quantity of inland and coastal wetlands on Cape Cod” (p. 58);
- a Wildlife and Plant Habitat Goal to “prevent loss or degradation of critical wildlife and plant habitat... and to maintain existing populations and species diversity” (p.64), and an Implementation Action “to identify and protect a continuous Capewide network of wildlife habitat areas and corridors of sufficient width and dimensions to be of value as wildlife habitat” (p.65);
- an Open Space and Recreation Goal to “preserve and enhance the availability of open space on Cape Cod and provide wildlife habitat... and protect the natural resources, scenery, groundwater quality, air quality, and character of Cape Cod” (p.69), and an Implementation Action “to protect significant natural and fragile areas....High

priority... given to... [r]are species habitat and other critical habitats... and [m]issing links between open space areas” (p.72); and

- a Heritage Preservation/Community Character Goal to “protect and preserve the important historic and cultural features of the Cape landscape... that are critical components of Cape Cod’s heritage” (p.135) and an Implementation Action to “inventory the region’s distinctive cultural landscapes... [and] to pursue preservation of significant resources through a variety of means such as land protection, preservation or conservation restrictions.”(p. 139); and,

WHEREAS, the Town of Wellfleet drafted a *Local Comprehensive Plan*, which identified the following conservation goals and objectives:

- 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;
- a Water Resources Goal of maintaining the quality and quantity of Wellfleet’s ground water and preserving and improving the ecological integrity of the Town’s marine and fresh surface waters; identifying Duck Creek as an area where water quality is poor and improvement of water quality a major goal;
- a Wetlands Goal of preserving and restoring the quality and quantity of inland and coastal wetlands on Wellfleet;
- a Wildlife and Plant Habitat Goal of preventing loss or degradation of critical wildlife and plant habitat, minimizing the impact of new development and redevelopment on wildlife and plant habitat and maintaining existing populations and species diversity; 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:

- Acquire, retain, preserve and protect a maximum of open space for the community and its natural and wildlife habitats (p.126);
- Focus efforts on protection of lands... within scenic and historic areas, and property just landward of salt marshes (p. 127); and

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

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

- To preserve and protect a shoreline;
- To prevent the cutting of trees;

WELLFLEET MARSH (CORCORAN) CONSERVATION RESTRICTION
Wellfleet, MA

- To protect marine water quality;
- To preserve important natural habitats;
- To prevent or limit construction in areas of natural resource value; and,

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

1. within MNHESP BioMap 2 Core Habitat area;
2. within MNHESP Estimated Habitats of Rare Wildlife;
3. within MNHESP Priority Habitats of Rare Species;
4. within the Wellfleet Harbor Area of Critical Environmental Concern;
5. within the Statewide Land Conservation Plan;
6. within a designated Significant Natural Resources Area of the 2015 Regional Policy Plan for rare wetland wildlife habitat and priority site for rare species and natural communities;
7. identified in the Barnstable County Regional Policy Plan as lying within a watershed where critical nutrient load has been determined or where there are documented water quality problems;
8. contains coastal bank, salt marsh and protects a tidal shoreline; and
9. which 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, these and other conservation values of the Premises, as well as its current uses and state of improvement, are described in a Baseline Documentation Report ("Baseline Report") prepared by Grantee with the cooperation of the Grantor, consisting of maps, photographs, and other documents and on file with the Grantee and referenced herein. The Baseline Report (i) is acknowledged by Grantor and Grantee to be a complete and accurate representation of the condition and values of the Premises as of the date of this Conservation Restriction, (ii) is intended to fully comply with applicable Treasury Regulations, and (iii) is intended serve as an objective information baseline for subsequent monitoring of compliance with the terms of this Conservation Restriction as described herein. Notwithstanding the foregoing, the parties may utilize any evidence of the condition of the Premises at the time of this grant other than the Baseline Report, should the Baseline Report be unavailable or if it does not adequately address the issues presented; and,

WHEREAS, accordingly, the Premises constitutes a significant natural area which qualifies as a "relatively natural habitat of fish, wildlife, or plants, or similar ecosystem," and protection of the Premises will meet the requirements of section 170(h)(4)(A)(ii) of the Internal Revenue Code of 1986, as amended, (the "Code"); and,

WHEREAS, accordingly, protection of the Premises will preserve open space pursuant to clearly delineated Federal, State, and local governmental 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, accordingly, the Premises provides for the “scenic enjoyment of the general public” from public navigable waters (Wellfleet Harbor) and protection of the Premises will therefore meet the requirements of Section 170(h)(4)(A)(iii)(I) of the Code; 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 the Grantee is not a private foundation within the meaning of Section 509(a) of the Internal Revenue Code; and,

WHEREAS, the Grantor intends, as owner of the Premises, to convey to the Grantee the right to preserve and protect the conservation values of the Premises in perpetuity, by retaining the Premises in their natural, scenic or undeveloped condition; 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 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 and to protect and enhance natural and scenic values of Cape Cod.

The terms of this Conservation Restriction are as follows:

I. PROHIBITED USES AND RESERVED RIGHTS

A. Prohibited Acts and Uses. Subject to the exceptions set forth herein, the Grantor will not perform or allow others to perform the following acts or uses, which are prohibited, in, on, over or under the Premises:

1. Construction or placing of any temporary or permanent building, structure, facility or improvement on, over or under the Premises, including but not limited to any dwelling unit or habitable living space, landing strip or helipad, mobile home, boats, swimming pool, tennis court, active recreational facility, dock, bulkhead, jetty, parking area, fence, shed or storage box, utilities, utility pole, fuel storage tank, wells, asphalt or concrete pavement, antenna, solar array, satellite receiving dish, tower, windmill, sewage or septage disposal system, or other temporary or permanent structure or facility on, under or above the Premises;
2. Construction of any new roads, driveways, maintained trails or paths through or

on the Premises, or the clearing of vegetation, or the addition, removal or movement of soil for such purpose;

3. Mining, excavating, dredging or removing from the Premises of soil, loam, peat, gravel, sand, rock or other mineral resource or natural deposit, and constructing, bulldozing, excavating or drilling of dikes, ditches, holes, swales or otherwise making topographical changes in the Premises;
4. Placing, filling, storing or dumping on the Premises of soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, wood or other vegetation cuttings or debris generated off site, manure or other animal wastes, waste or other substance or material whatsoever;
5. Planting or otherwise introducing or nurturing any non-native vegetation on the Premises;
6. Creation of a cultivated lawn or formal or cultivated gardens;
7. Any commercial or industrial use; any animal husbandry, grazing, or horse paddocking through the use of stables, paddocks, grazing areas or other enclosures;
8. Cutting, removing or otherwise destroying trees, grasses or other vegetation;
9. Activities detrimental to drainage, flood control, water or soil conservation, wildlife habitat, or archaeological conservation; Activities detrimental to erosion control or the quality of surface or ground water; any removal of soil;
10. The use, parking or storage of motorized trail bikes, motorcycles, all-terrain vehicles, snowmobiles, or any motorized vehicle except for emergency police and fire vehicles in pursuit of official duties;
11. Subdivision; 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), without the prior written consent of Grantee, it being the parties' mutual intent and desire to keep the Premises in single ownership; no portion of the Premises may be used towards building or development requirements on this or any other parcel; and,
12. Any other use of the Premises or activity thereon which is inconsistent with the purposes of this Conservation Restriction or which would materially impair its conservation values.

B. Reserved Rights and Exceptions. The Grantor reserves the right to conduct or permit the following uses and activities on the Premises provided such uses and activities do not

materially impair the conservation values or purposes of this Conservation Restriction:

1. The right to install temporary and permanent boundary monuments delineating the Premises; and the right to erect and maintain small signs denoting "Private Property," Erosion Control" and other admonitions; The erection, maintenance and replacement of signs with respect to trespass, trail access, identity and address of the then-owners, sale of the Premises, the Grantee's interest in the Premises, and the protected conservation values;
2. In accordance with best forestry management practices, selective minimal removal of brush, pruning and cutting to prevent, control or remove hazards, disease, insect or fire damage, or to preserve the present condition of the Premises, including vistas as documented in the Baseline Report, and existing trails.
3. The right to collect dead or downed timber (for personal consumption only) for firewood, but not to cut live timber for firewood; except live timber may be cut for disease control, storm cleanup, removal of non-native invasive plant species, safety reasons to prevent injury to persons or damage to property, and viewshed purposes as provided in Paragraph I.B.6 herein;
4. The right to convey the Premises in its entirety;
5. The right to maintain an existing footpath by pruning of vegetation (by hand tools only) to a width not to exceed two (2) feet; the right, subject to local regulation, to create timber-tie steps on said path, if needed for erosion control or safety purposes;
6. Selective cutting, trimming, pruning, limbing or crowning trees and other wood-stemmed vegetation on the Premises, subject to local regulation, to create or maintain scenic vistas to Wellfleet Harbor from existing or future dwellings located on the Grantor's land located at 165 Bayberry Lane (only); provided, that any such cutting, trimming, pruning, limbing or crowning is non-injurious to the survival of any tree, and in no case shall root systems be removed or disturbed by this practice; nor shall motorized vehicles be allowed on the Premises for this operation; no composting or brush storage on the Premises is allowed;
7. Archaeological Investigations. 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 Massachusetts Historic Commission ("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.

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 (e.g., on a Project Notification Form) with a plan of land (or assessors map) and a USGS map with the Premises outlined thereon, to 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 archaeological field investigation on the Premises, including metal detecting, digging, or artifact collecting, without approval of the MHC State Archaeologist (or appropriate successor official), and shall promptly report any such prohibited activity to the MHC State Archaeologist (or appropriate successor official). Grantor and Grantee shall include the prohibition against digging, artifact collecting, or metal detecting in any list of rules for visitors to the Premises

8. The right to conduct passive, non-motorized, recreational activities on the Premises, such as walking, picnicking and nature study by the Grantor and their invitees, and to store no more than two (2) non-motorized, hand-carried small craft, such as kayaks, on the Premises, but not on the marsh, so long as all such permitted recreational activities do not alter the landscape, do not degrade environmental quality, and do not involve commercial recreational activities;
9. Non-native or nuisance species. The removal of non-native or invasive species, the interplanting of native species, and the control of species in a manner that minimizes damage to surrounding, non-target species and preserves water quality;
10. Wildlife Habitat Improvement. With the prior written permission of Grantee, measures designed to restore native biotic communities, or to maintain, enhance or restore wildlife, wildlife habitat, or rare or endangered species including selective planting of native trees, shrubs and plant species;
11. Permits. The exercise of any right reserved by Grantor under this Paragraph B shall be in compliance with zoning, the Wetlands Protection Act, and all other applicable federal, state and local laws, rules, regulations, and permits. The inclusion of any reserved right requiring a permit from a public agency does not imply that the Grantee or the Commonwealth takes any position whether such permit should be issued; and,
12. Restoration. Any work undertaken in conjunction with the reserved rights mentioned above in this Section I.B shall seek to minimize impairment to the conservation values and purposes of this Conservation Restriction and shall seek to minimize impairment to the water quality of Wellfleet Harbor. Upon

completion of any site work performed in conjunction with this Section I.B, any disturbed areas shall be restored to match the conditions with respect to soil material, grade, and vegetated ground cover that existed prior to said work.

II ADDITIONAL PROVISIONS

A. Notice and Approval. Whenever notice to or approval by the Grantee is required under the provisions herein, including but not limited to the provisions of Paragraphs I.A.11 above, and excepting any provisions, including but not limited to the provisions of Paragraph II.G. below, wherein a different time frame specifically is prescribed, the Grantor shall notify the Grantee in writing 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 of this Conservation 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. Grantee's approval shall not be unreasonably withheld, but shall only be granted upon a showing that the proposed activity shall not impair the purposes of this Conservation Restriction.

B.1 Extinguishment. If circumstances arise in the future such as to render the purpose of this Conservation Restriction impossible to accomplish, this Conservation Restriction can be terminated or extinguished, whether in whole or in part, only by judicial proceedings in a court of competent jurisdiction, and after review 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 paragraph II.B.2 below, subject, however, to any applicable law that expressly provides for a different disposition of the proceeds. The Grantee shall use its share of the proceeds in a manner consistent with the conservation purposes set forth herein.

B.2 Proceeds. The Grantor and the Grantee agree that donation of this Conservation Restriction gives rise for purposes of this paragraph to a 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 paragraph, 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).

B.3 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 paragraph 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 paragraph II.B.2 above after complying with the terms of any gift, grant, or other funding requirements. The Grantee shall use its share of the proceeds in a manner consistent with the purposes of this grant.

C. 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 that 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 Premises to determine compliance with the provisions of this Conservation Restriction; and (b) to take any and all actions with respect to the Premises at the then fee owner's cost as may be necessary or appropriate, with or without order of court, to remedy, abate or enforce any violation hereof unless the Grantor has given written notice to the Grantee reasonably addressing all alleged violations and setting forth a reasonable plan to remedy any such alleged violation and has made reasonable efforts to cease the activity or to begin remediation.

There is, however, granted to the Grantee and the general public the right to enter the Premises from the marsh side only (which area is generally shown on the plan in Exhibit B as the 'Salt Marsh'), if otherwise permitted by law, and to walk the existing trail as shown on the Baseline Report to a sitting bench to be installed by the mutual cooperation of the Grantor and Grantee for scenic enjoyment of the seascape; this public right does not include any right to park or pass and repass on Bayberry Lane, so long as it is a private way.

The right of access by the Grantee includes the right to use any roads, easements, or rights of way the Grantor has, to access the Premises. Notwithstanding any public use of the Premises as permitted herein, neither the Grantor nor the Grantee assumes any obligation to maintain the Premises for public passive recreational use. Grantor and Grantee claim all the rights and immunities against liability for injury to the public to the fullest extent of the law.

D. Legal Remedies of the Grantee.

The rights hereby granted shall include the right to enforce this Restriction by appropriate legal proceedings and to obtain injunctive and other equitable relief against any violations, including without limitation relief requiring restoration of the Premises to its condition prior to the time of the injury complained of (it being agreed that the Grantee shall have no adequate remedy at law), and shall be in addition to, and not in limitation of, any other rights and remedies available to the Grantee. Grantee agrees to cooperate for a reasonable period of time prior to resorting to legal means in resolving issues concerning violations provided Grantor ceases objectionable actions and Grantee determines there is no ongoing diminution of the conservation values of the Conservation Restriction.

Grantor further agrees that, at the request of Grantee, Grantor will make reasonable efforts to deter and to remedy any violations and will cooperate with Grantee to enforce this Conservation Restriction against trespassers and such other third persons.

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.

If Grantee prevails in any action to enforce the terms of this Conservation Restriction, the Grantor, their successors and assigns, as the case may be, shall reimburse the Grantee for all reasonable costs and expenses (including attorney's fees) incurred in enforcing this Restriction or in taking reasonable measures to remedy or abate 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. If Grantor prevails in any action brought by Grantee to enforce the terms of this Conservation Restriction, the Grantee, its successors and assigns, as the case may be, shall reimburse the Grantor for all reasonable costs and expenses (not including attorney's fees) incurred in defending such action to enforce this Restriction, provided that a violation of this Conservation Restriction is acknowledged by Grantor or determined by a court of competent jurisdiction to have occurred.

D.1 Non-Waiver

Enforcement of the terms of this Conservation Restriction shall be at the discretion of Grantee. Any election by the Grantee as to the manner and timing of its right to enforce this Conservation Restriction or otherwise exercise its rights hereunder shall not be deemed or construed to be a waiver of such rights.

D.2 Disclaimer of Liability

By acceptance of this conservation restriction, the Grantee does not undertake any liability or obligation relating to the condition of the Premises pertaining to compliance with and including, but not limited to, hazardous materials, zoning, environmental laws and regulations, or acts not caused by the Grantee or its agents.

D.3 Acts Beyond the Grantor's Control

Nothing contained in this Conservation Restriction shall be construed to entitle the Grantee to bring any actions 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, flood, storm and earth movement, 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. The parties to this Conservation Restriction agree that in the event of damage to the Premises from acts beyond the Grantor's control, that if it is desirable and feasible to restore the Premises, the parties will cooperate in attempting to do so.

E. 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 Premises, 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 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.

F. 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 not less than twenty (20) days prior to the execution 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 his or her 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.

G. 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 or non-compliance with the terms of this Conservation Restriction.

H. 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 will continue to be enforceable by a non-fee owner.

I. Amendment

If circumstances arise under which an amendment to or modification of this Conservation Restriction would be appropriate, Grantor and Grantee may jointly amend this Conservation Restriction; provided that no amendment shall be allowed that will affect the qualification of this Conservation Restriction or the status of Grantee under any applicable laws, including Section 170(h) of the Internal Revenue Code of 1986, as amended, or Sections 31-33 of Chapter 184 of the General laws of Massachusetts. Any amendments to this conservation restriction shall occur only in exceptional circumstances. The Grantee will consider amendments only to correct an error or oversight, to clarify an ambiguity, or where there is a net gain in conservation value. All expenses of all parties in considering and/or implementing an amendment shall be borne by the persons or entity seeking the amendment. Any amendment shall be consistent with the purposes of this Conservation Restriction, shall not affect its perpetual duration, shall be approved by the Secretary of Energy and Environmental Affairs and if applicable, shall comply with the provisions of Art. 97 of the Amendments to the Massachusetts Constitution, and any gifts, grants or funding requirements. Any amendment shall be recorded in the Barnstable County District Registry of Deeds.

J. Effective Date

This Conservation Restriction shall be effective when the Grantor and the Grantee have executed it, the administrative Approvals required by Section 32 of Chapter 184 of the General Laws have been obtained, and it has been recorded in timely manner by the Grantee in the Barnstable Registry of Deeds.

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: Teresa R. Corcoran and John R. Grieb
165 Bayberry Lane, 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 that is reasonably ascertainable by the parties.

L. General Provisions

1. Controlling Law

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

2. 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.

3. 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.

4. 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.

5. Captions

The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

6. 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.

7. Homestead.

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).

8. Subordination.

The Grantor shall record at the appropriate Registry of Deeds all documents necessary to subordinate any mortgage, promissory note, loan, lien, equity credit line, refinance assignment of mortgage, lease, financing statement or any other agreement which gives rise to a surety interest affecting the Premises.

Included herewith and incorporated herein are the following:

1. Signatures of the Grantor, Grantee, Selectmen of the Town of Wellfleet, and the MA Secretary of Energy and Environmental Affairs
2. Exhibit A Legal Description
3. Exhibits B "Sketch Plan"

(The Remainder of this Page is left Intentionally Blank.)

WELLFLEET MARSH (CORCORAN) CONSERVATION RESTRICTION
Wellfleet, MA

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

Executed under seal this _____ day of _____, 2018.

Grantor:

By: _____
Teresa R. Corcoran

By: _____
John R. Grieb

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss. _____, 2018

Then personally appeared the above-named Teresa R. Corcoran and John R. Grieb, 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.

Notary Public

My commission expires:

ACCEPTANCE OF GRANT

At a meeting duly held on _____, 2018, THE COMPACT OF CAPE COD CONSERVATION TRUSTS, INC. voted to accept the foregoing Conservation Restriction from Teresa R. Corcoran and John R. Grieb.

Grantee:

THE COMPACT OF CAPE COD CONSERVATION TRUSTS, INC.

Leonard W. Johnson, President
The Compact of Cape Cod Conservation Trusts, Inc.

Henry Lind, Treasurer
The Compact of Cape Cod Conservation Trusts, Inc.

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss. _____, 2018

Then personally appeared the above-named Leonard W. Johnson, President, The Compact of Cape Cod Conservation Trusts, Inc. and Henry Lind, Treasurer, 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 each acknowledged he/she is duly authorized to act on behalf of said corporation, that the seal affixed to said instrument is the corporate seal of said corporation and each further acknowledged the foregoing instrument to be the free act and deed of said corporation, before me.

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

APPROVAL OF GRANT OF CONSERVATION RESTRICTION
BY BOARD OF SELECTMEN

We, the undersigned, being a majority of the Selectmen of the Town of Wellfleet, Massachusetts, hereby certify that at a public meeting duly held on _____, 2018, the Board of Selectmen voted to approve the grant of this Conservation Restriction from Teresa R. Corcoran and John R. Grieb to The Compact of Cape Cod Conservation Trusts, Inc., pursuant to Massachusetts General Law Chapter 184, Section 32.

TOWN OF WELLFLEET
BOARD OF SELECTMEN

_____	_____
_____	_____

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss. _____, 2018.

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 Teresa R. Corcoran and John R. Grieb 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.

Dated: _____, 2018

MATTHEW A. BEATON
Secretary of Energy and Environmental Affairs

COMMONWEALTH OF MASSACHUSETTS
SUFFOLK, ss:

On this _____ day of _____, 2018, before me, the undersigned notary public, personally appeared MATTHEW A. BEATON, and proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

CONSERVATION RESTRICTION
on Land owned by
Teresa R. Corcoran and John R. Grieb
in Wellfleet, Massachusetts

EXHIBIT A
Description of the Premises

Being Lots B-2 and C-1 as shown on a plan entitled in part: "Plan of Land in Wellfleet, Massachusetts, Redivision of Lots B and C as shown on Plan Book 585, Page 95 as surveyed and prepared for Harder Way Realty Trust and Bayberry Realty Trust, Scale 1" = 40' April 22, 2005, made by Bennett & O'Reilly, Inc. 1573 Main Street, P.O. Box 1667, Brewster, Massachusetts 02631" recorded with the Barnstable County Registry of Deeds, Plan Book 599, Page 83.

The Premises subject to this Conservation Restriction contains approximately 1.07 acre, more or less, and is further identified on a sketch plan attached hereto as Exhibit B.

For Grantor's title see deed recorded in the Barnstable County Registry of Deeds in Deed Book 29982, Page 305.

Street Address: 180 Bayberry Lane, Wellfleet MA.

Town of Wellfleet Assessor's Map 41, Parcel 122

**CONSERVATION RESTRICTION
MUNICIPAL CERTIFICATION**

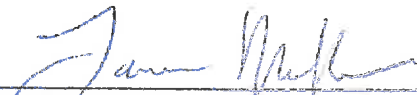


180 Bayberry Lane,
Wellfleet

We, the undersigned Conservation Commission of Wellfleet, MA, the holder and certifier, hereby certify that the proposed conservation restriction is in the public interest in that it:

1. lies 100% within a Massachusetts NHESP BioMap2 Core Habitat area;
2. is within a Massachusetts NHESP Priority Habitat of Rare Species as well as an Estimated Habitat of Rare Wildlife;
3. lies within the Wellfleet Harbor Area of Critical Environmental Concern;
4. is within the Statewide Land Conservation Plan;
5. consists of coastal wetlands (100-year floodplain, salt marsh and coastal bank); and,
6. is in an area identified by the Barnstable County Regional Policy Plan as one where critical nutrient load has been determined or where there are documented water quality problems.

Date: 9/19 2018

Signed:


Deborah Freeman



NOTES:

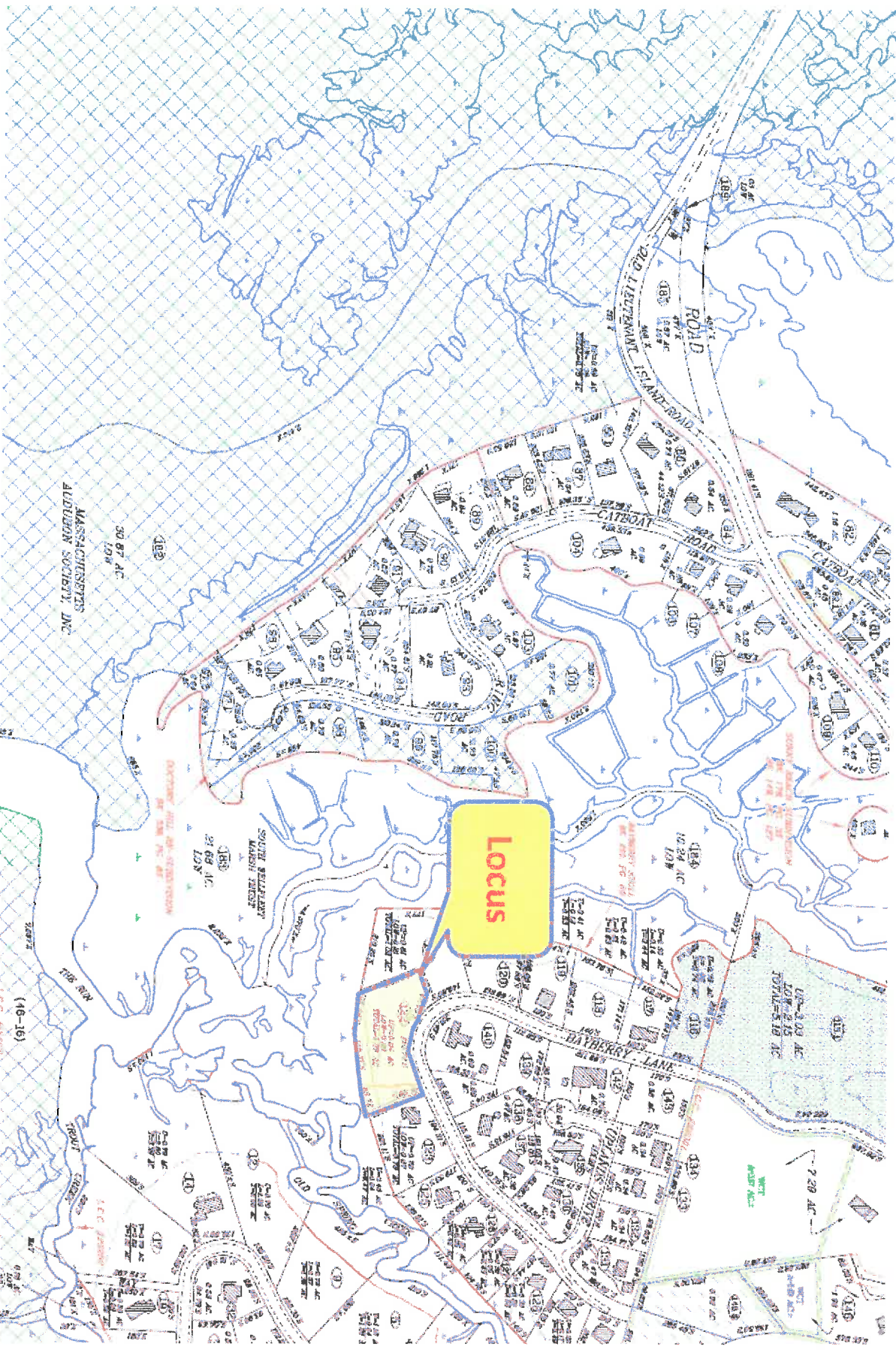
This certification by the conservation commission may be submitted separately from the application and filed with the submission of the executed conservation restriction, it being recognized that the applicant may want to submit the application with a draft copy of the conservation restriction for review prior to actual submission of the executed document.

Conservation restriction lands which overlap municipal boundaries must be approved and certified by the appropriate officials of both municipalities.

The commissioners' certification should state why the property is significant and why the conservation restriction is important.

SEND TO: Denise Pires, EOEEA, 100 Cambridge Street, 9th Floor, Boston MA 02114

with copy to the Selectmen and The Compact, P.O. Box 443, Barnstable MA 02630.



Locus

LOT 12
 U=0.79 AC.
 L=1.26
 T=2.05 AC.

LOT 9
 U=0.79 AC.
 L=0.57
 T=1.36 AC.

LOT 5
 U=1.12 AC.
 L=0.24
 T=1.36 AC.

LOT 121
 UP=0.81 AC.
 LOW=0.21
 TOTAL=1.02 AC.

LOT 122
 UP=0.84 AC.
 LOW=0.23
 TOTAL=1.07 AC.

LOT 123
 UP=0.72 AC.
 LOW=0.07
 TOTAL=0.79 AC.

LOT 125
 U=0.43 AC.
 L=0.04
 T=0.47 AC.

LOT 126
 U=0.37 AC.
 L=0.05
 T=0.42 AC.

LOT 127
 U=0.38 AC.
 L=0.05
 T=0.43 AC.

LOT 128
 U=0.39 AC.
 L=0.32
 T=0.71 AC.

LOT 140
 0.69 AC.

LOT 139
 0.69 AC.

LOT 138
 0.47 AC.

LOT 137
 0.38 AC.

LOT 120
 187.88 S
 5.69 E

LOT 121
 219.92 S
 146.80 S

LOT 122
 150.00 S
 47.45 S

LOT 123
 61.88 S
 87.67 S

LOT 125
 179.39 S
 169.33 S

LOT 126
 100 S
 183.37 S

LOT 127
 100 S
 187.14 S

LOT 128
 140 S
 128 X

LOT 139
 161.02 S
 116.05 S

LOT 138
 176.15 S
 140.75 S

LOT 137
 140.75 S
 100 S

LOT 126
 100 S
 183.37 S

LOT 127
 100 S
 187.14 S

LOT 128
 140 S
 128 X

LOT 140
 0.69 AC.

LOT 139
 0.69 AC.

LOT 138
 0.47 AC.

LOT 137
 0.38 AC.

LOT 126
 100 S
 183.37 S

LOT 127
 100 S
 187.14 S

LOT 128
 140 S
 128 X

LOT 139
 161.02 S
 116.05 S

LOT 138
 176.15 S
 140.75 S

LOT 137
 140.75 S
 100 S

LOT 126
 100 S
 183.37 S

LOT 127
 100 S
 187.14 S

LOT 128
 140 S
 128 X

LOT 140
 0.69 AC.

LOT 139
 0.69 AC.

LOT 138
 0.47 AC.

LOT 137
 0.38 AC.

LOT 126
 100 S
 183.37 S

LOT 127
 100 S
 187.14 S

LOT 128
 140 S
 128 X

LOT 139
 161.02 S
 116.05 S

LOT 138
 176.15 S
 140.75 S

LOT 137
 140.75 S
 100 S

LOT 126
 100 S
 183.37 S

LOT 127
 100 S
 187.14 S

LOT 128
 140 S
 128 X

LOT 140
 0.69 AC.

LOT 139
 0.69 AC.

LOT 138
 0.47 AC.

LOT 137
 0.38 AC.

LOT 126
 100 S
 183.37 S

LOT 127
 100 S
 187.14 S

LOT 128
 140 S
 128 X

LOT 139
 161.02 S
 116.05 S

LOT 138
 176.15 S
 140.75 S

LOT 137
 140.75 S
 100 S

LOT 126
 100 S
 183.37 S

LOT 127
 100 S
 187.14 S

LOT 128
 140 S
 128 X

LOT 140
 0.69 AC.

LOT 139
 0.69 AC.

LOT 138
 0.47 AC.

LOT 137
 0.38 AC.

LOT 126
 100 S
 183.37 S

LOT 127
 100 S
 187.14 S

LOT 128
 140 S
 128 X

LOT 139
 161.02 S
 116.05 S

LOT 138
 176.15 S
 140.75 S

LOT 137
 140.75 S
 100 S

LOT 126
 100 S
 183.37 S

LOT 127
 100 S
 187.14 S

LOT 128
 140 S
 128 X

LOT 140
 0.69 AC.

LOT 139
 0.69 AC.

LOT 138
 0.47 AC.

LOT 137
 0.38 AC.

LOT 126
 100 S
 183.37 S

LOT 127
 100 S
 187.14 S

LOT 128
 140 S
 128 X

LOT 139
 161.02 S
 116.05 S

LOT 138
 176.15 S
 140.75 S

LOT 137
 140.75 S
 100 S

LOT 126
 100 S
 183.37 S

LOT 127
 100 S
 187.14 S

LOT 128
 140 S
 128 X

LOT 140
 0.69 AC.

LOT 139
 0.69 AC.

LOT 138
 0.47 AC.

LOT 137
 0.38 AC.

LOT 126
 100 S
 183.37 S

LOT 127
 100 S
 187.14 S

LOT 128
 140 S
 128 X

LOT 139
 161.02 S
 116.05 S

LOT 138
 176.15 S
 140.75 S

LOT 137
 140.75 S
 100 S

LOT 126
 100 S
 183.37 S

LOT 127
 100 S
 187.14 S

LOT 128
 140 S
 128 X

LOT 140
 0.69 AC.

LOT 139
 0.69 AC.

LOT 138
 0.47 AC.

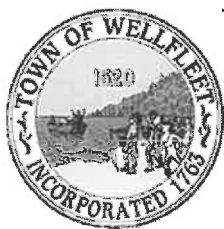
LOT 137
 0.38 AC.

LOT 126
 100 S
 183.37 S

LOT 127
 100 S
 187.14 S

LOT 128
 140 S

FOCUS



BOARD OF SELECTMEN

AGENDA ACTION REQUEST
August 14, 2018

IV

BUSINESS – B. **Wastewater Management Authority**

REQUESTED BY:	Justina Carlson
DESIRED ACTION:	Rescission of 7/24/2018 vote assigning a charge for the WMA
PROPOSED MOTION:	I move to rescind the vote of the Selectboard on July 24, 2018 assigning the charge for the Wastewater Management Authority.
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____



BOARD OF SELECTMEN

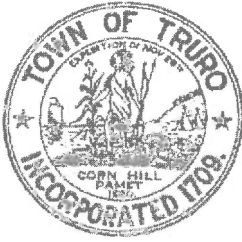
AGENDA ACTION REQUEST
August 14, 2018

IV

BUSINESS – C.

Herring River Restoration Project Legal Representation

REQUESTED BY:	TA
DESIRED ACTION:	Review of HRRP legal representation
PROPOSED MOTION:	
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____



TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666
Tel: 508-349-7004, Extension: 10 or 24 Fax: 508-349-5505

September 12, 2018

Wellfleet Selectboard
300 Main Street
Wellfleet, MA 02667

SEP 17 2018

Dear Members of the Wellfleet Selectboard,

At the September 11, 2018 meeting of the Truro Board of Selectmen, the Board voted unanimously to terminate joint legal counsel representation by KP Law for the Town of Truro and Wellfleet on the Herring River Restoration Project and to seek special counsel. Additionally, the Board objects to KP Law representing either Truro or Wellfleet on any matters relating to the Herring River Restoration Project from this point forward.

Furthermore, the Board voted unanimously not to participate in Herring River Executive Council meetings until new legal counsel representation is secured for both Truro and Wellfleet and said counsel can participate. During the discussion of this agenda item, the Board noted the importance of selecting new counsel in a timely manner so as to not impede the progress of this project.

On behalf of the Truro Board of Selectmen, I appreciate your cooperation in this matter.

Sincerely,

Robert Weinstein, Chair
Truro Board of Selectmen

Cc:
John Giorgio
KP Law
101 Arch Street
Boston, MA 02110

Superintendent Brian Carlstrom
Cape Cod National Seashore
99 Marconi Station Site Road
Wellfleet, MA 02667

DETERMINATION

It is determined, pursuant to Rule 1.7 of the Massachusetts Rules of Professional Conduct, that the Town of Wellfleet Board of Selectmen consents to KP Law, P.C., consulting 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 on behalf of the Town of Truro, notwithstanding that KP Law, P.C., also serves as Town Counsel and represents the Town of Wellfleet.

TOWN OF WELLFLEET

BOARD OF SELECTMEN,

Dennis Murphy, Chair

Janet Reinhart, Vice Chair

Kathleen Bacon, Clerk

Jerry Houk

Helen Miranda Wilson

Date: _____

584915/WELL/0001

October 14, 2015

Gregg J. Corbo
gcorbo@k-plaw.com

Hon. Paul S. Pilcher and
Members of the Board of Selectmen
Wellfleet Town Hall
300 Main Street
Wellfleet, MA 02667

Re: Determination and Consent Pursuant to Massachusetts Rules of Professional Conduct,
Rule 1.7 – Representation of the Towns of Wellfleet and Truro in Connection with
Memorandum of Understanding Regarding the Herring River Restoration.

Dear Members of the Board of Selectmen:

We have received requests from both the Town of Wellfleet and the Town of Truro, to review a proposed Memorandum of Understanding (“MOU”) between Wellfleet, Truro and the National Park Service, acting through the Superintendent of the Cape Cod National Seashore. Given that both Wellfleet and Truro have requested Kopelman and Paige to review the MOU, our intent is to undertake review of this agreement on behalf of both communities, and provide the same comments to both communities, simultaneously.

With respect to the firm’s ability to represent either town in the review of the proposed MOU, however, our relationship with each of the communities may create an interest that requires disclosure pursuant to the Rules of Professional Conduct applicable to members of the Massachusetts Bar. The Rules of Professional Conduct also require us to obtain the “informed consent” of both communities, after disclosure of adequate information and explanation about the risks of, and alternatives to, the proposed simultaneous representation before we can undertake such representation. In addition, while the State Ethics Commission has determined Kopelman and Paige, P.C. and its individual attorneys are not “municipal employees” pursuant to the Conflict of Interest Law, we provide this letter to dispel any appearance of conflict on the firm’s behalf in this matter.

MULTIPLE REPRESENTATION DISCLOSURE

The representation of multiple clients is regulated under the Massachusetts Rules of Professional Conduct. The relevant provision, Rule 1.7, states that an attorney may not represent multiple clients if doing so involves a concurrent conflict of interest. The standard for determining whether a concurrent conflict of interest exists is: (1) will the representation of one client be directly adverse to another client; or (2) is there a significant risk that the representation of one or more clients will be materially limited by our responsibilities to another client, a former

Hon. Paul S. Pilcher and
Members of the Board of Selectmen
October 14, 2015
Page 2

client, a third person, or our own personal interest. Even where a concurrent conflict of interest exists, we may still undertake the simultaneous representation if: we reasonably believe that we will be able to provide competent and diligent representation to each client; there is no legal prohibition on the simultaneous representation; the simultaneous representation does not involve the assertion of a claim by one client, against another, in a single piece of litigation or other proceeding before a tribunal; and each client gives informed consent, confirmed in writing.

I do not believe that our role as town counsel to Wellfleet and Truro, including any guidance we may provide to each of the towns relative to the MOU, creates a concurrent conflict of interest. Furthermore, even if a concurrent conflict of interest is present, I do not believe that our ability to provide competent and diligent representation to the Town of Wellfleet will be affected by our representation of Truro as town counsel, either generally, or with specific reference to the proposed MOU.

Reviewing the MOU on behalf of the two communities simultaneously will result in a cost savings to each town individually. The provision of uniform commentary on the proposed MOU to both towns, at the same time, will also ensure that both communities are on the same footing when it comes to considering whether or not to enter into the agreement.

Please note, however, that joint representation implicates our obligations as Town Counsel to each town, including confidentiality and the attorney-client privilege. As a result, if your single community does not agree to particular terms or conditions in the proposed agreement, we would not be able to negotiate on your behalf with the other community for language revisions, except through a general communication to both communities. In addition, should the towns ultimately enter into the MOU, if the communities becomes adverse to one another in connection with the implementation of that agreement in the future, we may be limited or precluded by the Rules of Professional Conduct from representing the towns against one another in relation to the agreement. I simply wanted to alert you to that possibility.

DETERMINATION

It is my belief that the firm's simultaneous representation of Wellfleet and Truro, for the purposes and under the conditions described in this letter, does not constitute a concurrent conflict of interest. It is my further belief that even if a concurrent conflict of interest exists, our ability to provide competent and diligent representation to the Town of Wellfleet will not be negatively impacted by our simultaneous representation of Truro as town counsel. It is, however, for you to determine, as the Appointing Authority, whether the representation described herein will not impair the integrity of this firm's services to Wellfleet, either generally, or with respect to review of the proposed MOU.

Hon. Paul S. Pilcher and
Members of the Board of Selectmen
October 14, 2015
Page 3

Therefore, I request that you, as the Appointing Authority for Town Counsel, consent to Kopelman and Paige, P.C.'s representation of the Town of Wellfleet in the review of the proposed MOU, as outlined in this letter, notwithstanding that the firm also serves as counsel to Truro. Should you so consent, I ask that you sign the enclosed acknowledgment of consent, as required by the Rules of Professional Conduct. Please sign the two originals provided, return one copy to me, and retain one copy for your records.

Thank you for your consideration. Please do not hesitate contact me with any questions you have in this regard.

Very truly yours,

Gregg J. Corbo

GJC/BAG/eon
Enc. Massachusetts Rule of Professional Conduct 1.7
Acknowledgment of Consent

531973/WELL/0001



BOARD OF SELECTMEN

AGENDA ACTION REQUEST
August 14, 2018

IV

BUSINESS – D. **Update on Shark Concerns**

REQUESTED BY:	Chair
DESIRED ACTION:	Update on Shark Concerns
PROPOSED MOTION:	
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____

Radu Luca

From: Dan Hoort
Sent: Thursday, September 20, 2018 9:23 AM
To: Board of Selectmen
Subject: Fwd: OpenCape and Events Involving Recent Shark Attacks
Attachments: SMS016 A4 Flyer Clever Buoy v17.pdf; ATT00001.htm; 180620 CA Clever Buoy Info Pack.pdf; ATT00002.htm

Sent from my iPhone

Begin forwarded message:

From: "Steve Johnston" <sjohnston@opencape.org>
To: "jgoldsmith@chatham-ma.gov" <jgoldsmith@chatham-ma.gov>, "Jacqueline Beebe" <jbeebe@eastham-ma.gov>, "cclark@town.harwich.ma.us" <cclark@town.harwich.ma.us>, "jkelly@town.orleans.ma.us" <jkelly@town.orleans.ma.us>, "David Panagore" <dpanagore@provincetown-ma.gov>, "rpalmer@truro-ma.gov" <rpalmer@truro-ma.gov>, "Dan Hoort" <Dan.Hoort@wellfleet-ma.gov>
Subject: OpenCape and Events Involving Recent Shark Attacks

Dear Outer Cape Town Managers,

The OpenCape staff and our Board of Directors were gravely concerned over the recent shark attacks, their tragic results and the potential impact these events will have on our region.

As an organization whose mission is dedicated to connectivity in an effort to drive economic development, growth, innovation and public safety, we feel compelled to offer our services in assisting with the effort to find a solution. I wanted to provide you with a quick update on the steps we have taken this week

Background

Prior to George Price's retirement, we had held significant talks with the National Seashore to outline possible solutions to a litany of issues, but with a particular focus on:

1. Creating a Fiber and Wireless communications system within the Park...that would address public safety, surveillance, resident connectivity, guest daily connectivity, etc
2. Offering connectivity for all NPS building and outposts
3. Utilizing fiber connectivity to create an early shark detection network that operates in conjunction with other organizations who are monitoring shark activity within or adjacent to the park

Approximately a week prior to the second attack we had reached out to Brian and Kathy at the Seashore to renew our discussions on helping meet the Seashore's needs

Steps we have taken this week

1. After the initial attack a few weeks ago we started looking at possible technological solutions to protect beaches. As such, we

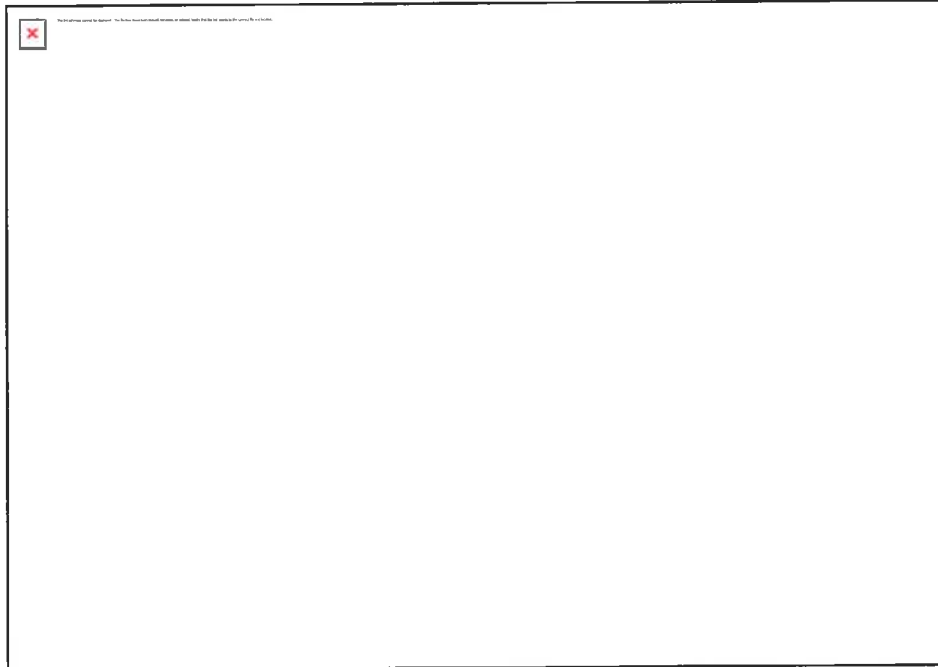
reached out to talk with the Founders of

Clever Bouy

www.sharkmitigation.com to see if it would mesh with our Fiber Network and allow us to convey timely and accurate messaging to lifeguards, beachgoers, surfers, scientist and emergency management teams.

We are pleased to report that their technology would mesh nicely with OpenCape (in Australia the buoys broadcast to a satellite, then the signal is distributed via a traditional fiber network) That would not be required here with the availability of OpenCape Fiber Network in proximity to these beaches.

You can learn a bit more about Clever Bouy here <https://www.youtube.com/watch?v=YYvmM6nNwhg>



Besides working with the Australian and South Wales Government, they are also currently launching a pilot program in NewportBeach, California.

We had a technical call this week with Ian from Clever Bouy and discussed how the bouys need to be anchored based on the shifting sands and rougher waters of the Eastern Seaboard, as well as, how the lower water temperatures would impact connectivity and functionality.

We have shared the information attached here to this email with the entire Cape & Islands Legislative Delegation, as well as, Brian and Kathy at the National Seashore.

Connectivity

Before anyone can suggest technological options we have to first address the overarching question of connectivity on the Outer Cape. This was the topic of discussion in today's Cape Cod Tech Committee's Infrastructure meeting. It has become fairly obvious that there really are two issues at work here.

1. How do we enhance communications within the National Seashore and on the OuterCape.
2. Then can we use that enhanced communication to take advantage of technologies or systems that may offer better opportunities to protect the beaches?

I wanted to alert you that as of today OpenCape is partnering with Centerline Communications, a national expert in DAS (Distributed Antenna Sytems) and Small Cell (they built Gillette Stadium's DAS Network for Verizon). Centerline's Founder and CEO lives in Sandwich, is a good friend, has worked on previous OpenCape initiatives and is equally vested in finding a solution.

Centerline and OpenCape have reached out to Brian and Kathy at the Seashore to offer our assistance in having them better understand how small cell or DAS may offer the level of connectivity they are seeking without the physical disruption or environmental damage associated with large tower construction (this is something we had discussed with George Price previously). We have employed this technology with some of the 70+ locations OpenCape already connects for AT&T and Centerline uses this for various deployments for Verizon, AT&T and Crown Castle.

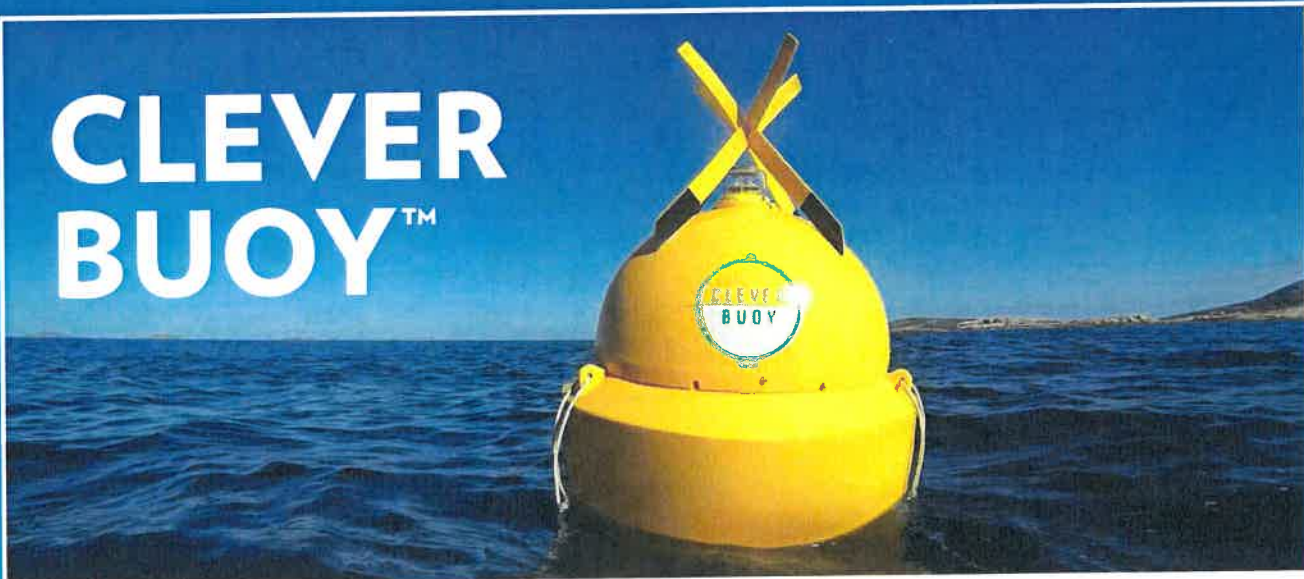
Certainly, we would make the same offer to you.....just so you are aware, educated and fully understand what your options are. We are here to help in any way we can.

Steven
Chief Executive Officer & Executive Director



Steven Johnston
3195 Main Street | Barnstable, MA 02630
Mobile: 508-524-5905 | Main: 508-362-2224
sjohnston@opencape.org | www.opencape.org

CLEVER BUOY™



Clever Buoy is a marine monitoring platform developed by Smart Marine Systems (SMS).

The system specialises in detecting large marine life using state of the art sonar and identification software systems to relay critical information to authorities responsible for beach safety.

The system is designed to be deployed beyond the surf zone and utilises multi beam sonar transducers that are mounted on the ocean floor coupled with newly developed detection software to scan for marine life. Clever Buoy™ creates a 'virtual net' at the deployment locations and once an object is detected in the area, the software interrogates the target's swimming pattern to determine the type of object and potential species. If the target is determined to exhibit shark like movement patterns, information is transmitted to lifeguards within seconds, notifying them of the target and the location via a real-time mobile application with automated notifications and warning information.

Clever Buoy™ is unique in the market as a viable commercially available shark mitigation method, using non-invasive technology solutions suitable to protect high intensity surf zones. The stability and robustness of the current Clever Buoy™ platform has been verified to sustainably operate in open ocean conditions 24 hours a day, 365 days a year, autonomously monitoring marine life and alerting the presence of large animals which could be a threat to beach users.



WHAT ARE THE BENEFITS OF THE SYSTEM?

- **Non-invasive technology** that is suitable to protect beaches by creating a virtual shark net to detect sharks and alert authorities.
- There is **no by catch or impact to marine life** from the Clever Buoy system.
- Sonar **detects all marine life** in the water column, therefore allowing Clever Buoy to detect all sharks in the coverage area including those that have not been tagged.
- Suitable to **protect high intensity surf zones**, with the ability to deploy immediately behind the surf zone in often extreme conditions.
- The cost structure is **economical and competitive** with alternative options on the market.
- **Real-time environmental monitoring** applications for wind, wave, water quality and other available sensors.




SMART MARINE SYSTEMS

www.smartmarinesystems.com




CLEVER BUOY CAPABILITIES AND OPTIONS



TELEMETRY SERIES

Real-time data integration for the following data metrics:


- TAG RECEIVER DATA
- METEOROLOGICAL DATA



ENVIRONMENTAL SERIES

Real-time data integration for the following data metrics:

- TAG RECEIVER DATA
- METEOROLOGICAL DATA
- WAVE & OCEAN DATA
- WATER QUALITY DATA



VIRTUAL NET SERIES

Real-time data integration for the following data metrics:

- TAG RECEIVER DATA
- METEOROLOGICAL DATA
- WAVE & OCEAN DATA
- WATER QUALITY DATA
- MARINE LIFE MONITORING



Endorsed by the Australian Professional Ocean Lifeguard Association Incorporated (APOLA) and Surfing Western Australia



Level 1, 31 Cliff Street, Fremantle,
Western Australia 6160
P: +61 1300 524 392

E: enquiry@smartmarinesystems.com

www.smartmarinesystems.com



SMART MARINE SYSTEMS

Information Pack

Clever Buoy™ Marine Monitoring System

June 2018



Clever Buoy™ Marine Monitoring System

Smart Marine Systems Ltd (SMS) is pleased to provide this information pack setting out a high-level overview of the Clever Buoy™ Technology.

The objective of this document is to assist the recipient in gaining a high-level understanding of the Clever Buoy™ Technology to ensure their understanding of the technology is factually and accurately correct.

1 Clever Buoy™ System Overview

Clever Buoy™ is an autonomous marine monitoring system developed by Australian company, Smart Marine Systems Ltd (SMS, formally Shark Mitigation Systems). The system is a real time ocean monitoring platform that collects marine environment and wildlife information and relays critical information to coastal authorities and beach safety personnel.

Extensive communications infrastructure has been built into the Clever Buoy™ system which allows the technology to be autonomous and fully self-sufficient whilst deployed at sea. This infrastructure can be paired with a range of data streams available for real-time transfer via the Clever Buoy™ system – which is the backbone for the provision of real-time warning alerts that renders Clever Buoy™ a viable beach safety solution.

Clever Buoy™ is available in three levels of equipment applications to meet the needs of varying data requirements, scaling upwards in the types of data and protection offered:

- **Telemetry Series** – weather data and acoustic tag data collection.
- **Environmental Series** – autonomous environmental data collection and acoustic tag data collection.
- **Virtual Net Series** – the all-inclusive Clever Buoy™ technology option encompasses the state of the art marine monitoring system developed by Smart Marine Systems, along with all the options above.

The monitoring system is designed to be deployed at beaches beyond the surf zone, as well as offshore and in more remote locations depending on the application. Clever Buoy™ provides a real-time, in-situ information transfer innovation for a range of data applications including marine life and oceanographic monitoring, meteorological patterns and countless other possibilities. This allows for constant streams of long-term monitoring data whilst deployed on the ocean, which has historically been hindered by labour-intensive and small-scale sampling due to the complex logistical nature of working at sea.

The non-invasive beach safety solution offered by Clever Buoy™ utilizes multi beam sonar transducers that are mounted on the ocean floor, coupled with newly developed detection software to scan for marine life. The system creates a “virtual net” at the deployment locations and once an object is detected in the area, the software interrogates the target’s swimming pattern to determine the type of object and potential species. If the target is determined to exhibit shark movement patterns, information is transmitted to lifeguards within seconds notifying them of the target and the location, via a real-time mobile application with automated notifications and warning information.

Clever Buoy™ is unique in the market as a viable commercially-available real-time data and beach safety solution, offering a suite of possibilities for marine monitoring, research and human co-existence with marine life. The state of the art ‘Virtual Net’ technology provides a totally non-invasive beach safety solution, suitable to protect high intensity surf zones, and is also available for applications in commercial diving and private resorts. Furthermore, the real-time data innovations provided by Clever Buoy™ technology opens a new world of knowledge about the ocean. The stability and robustness of the current Clever Buoy™ platform has been verified to sustainably operate in open ocean conditions 24 hours a day, 365 days a year, autonomously monitoring marine life and the environment, whilst alerting the presence of any large animals that pose a potential danger to human life.

2 Development of Clever Buoy™ Technology

In July 2014, SMS completed the build of a first-generation rapid prototype proof of concept of the Clever Buoy™, repurposing state of the art sonar hardware used in the oil and gas sector for marine mammal detection around oil rigs and tidal turbines in the North Sea. SMS trialled a refined system in Sydney Aquarium, and later in the Abrolhos Islands (Tiger Sharks) and Esperance (Great White Sharks) in Western Australia to capture a library of shark signatures which could be used to refine and improve the intuitive algorithm-based software.

A second-generation system was constructed in 2015/16 and focused on the improvement and development of the real-time monitoring system with the construction and live deployment at Australian beaches for extended periods.



Generation 1: Small / Temporary Clever Buoy™ Design

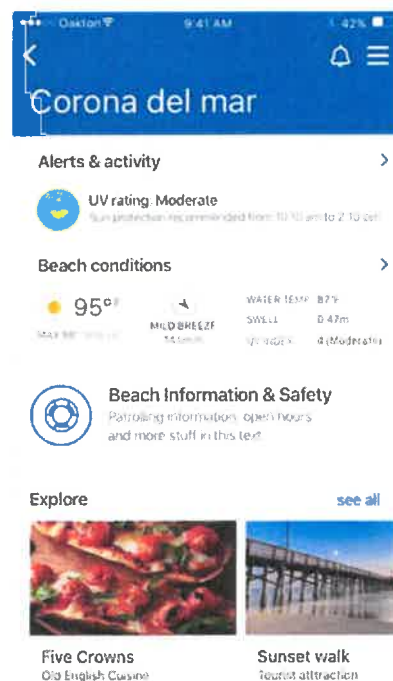


Generation 2: Large / Permanent Clever Buoy™ Design

Following further developments around the 2nd generation of the system to allow for the incorporation of multi-parameter environmental monitoring and telemetry, Smart Marine Systems now offer three tiers of installation options for Clever Buoy™:

1. Clever Buoy™ Telemetry Series

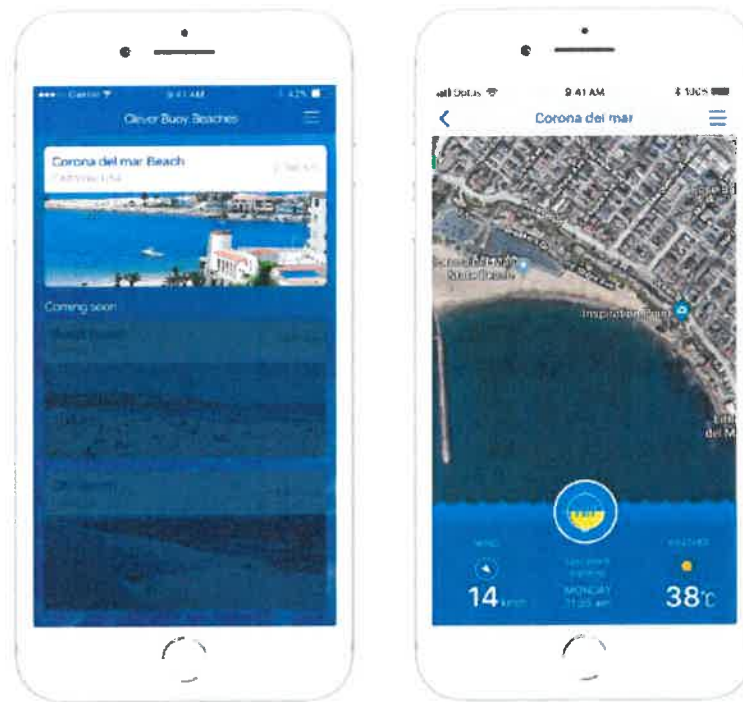
The Clever Buoy™ Telemetry Series is the base series and offers real time, localised environmental data for public beaches and points of interest for commercial, scientific and/or monitoring requirements. Available for continuous monitoring are water and air temperature, wind speed and direction, humidity (RH and AH), barometric pressure, wave and current data including height/strength, period and direction. The Telemetry Series also has fitted an Acoustic Tag Receiver providing real-time feeds of tracking data for tagged sharks and marine life.



2. Clever Buoy™ Environmental Series

The Clever Buoy™ Environmental Series offers all the features and benefits of the Telemetry Series, plus additional water quality monitoring parameters. Particularly popular for scientific and reporting applications, the additional features provide advanced monitoring for ecological and public concerns, as well as constant recording of the in-situ environmental conditions in localised areas.

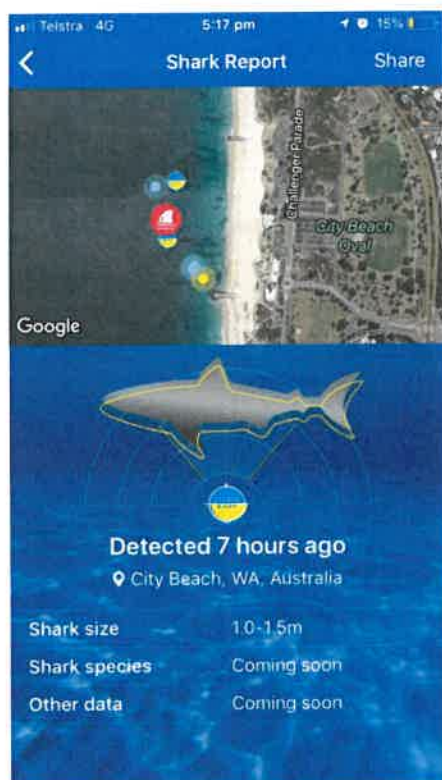
This data can be used to draw correlations between the presence/absence of animals and the prevailing environmental conditions of the area, which allows for the calculation of risk factors based on long-term environmental trends in the area.



3. Clever Buoy™ Virtual Net Series

The Virtual Net series is the top tier Clever Buoy™ Installation, with all features above tied into a holistic solution for 24/7, marine life monitoring and real time alerts. This is achieved via the deployment of an array of high-tech imaging sonars, which are coupled to our state of the art, machine learning identification software as described in sections 1-3. This provides a real time warning system for ALL sharks that swim through our Virtual Net, which is custom designed to suit each individual area to be protected. In addition, predictive analysis of data for season and ocean conditions is provided in the Virtual Net Series.

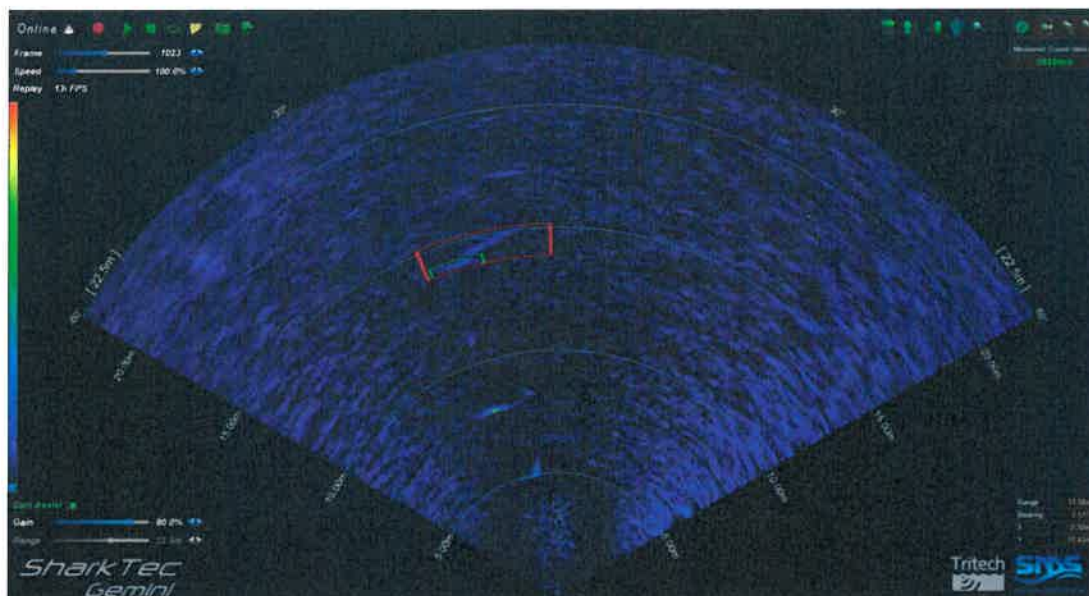
For interests in public safety, the Virtual Net Series is the recommended solution for holistic management and reporting of all large marine life entering the protected area.



3 Frequently Asked Questions

3.1 Why is it a 'Clever' buoy?

The Clever technology in the system enables the buoys to provide autonomous marine monitoring and distribute this information in real time to the end user. Clever Buoy™ is capable of collecting and transferring live information on a range of marine environmental attributes with minimal dependence on human resources, as the system has been fully automated. The system's unique capabilities are in its real-time data transfer innovation and wildlife monitoring software, which identifies large sharks and relays critical information to coastal authorities and personnel (lifeguards) responsible for beach safety.



3.2 How is it deployed?

Clever Buoy™ is designed to be flexible with every deployment fully customised to the unique characteristics and requirements of each location and data application, ensuring the system delivers the maximum coverage area possible, whilst maintaining the integrity of the virtual net and/or sampling area. The buoys are designed to be capable of a range of data sensor inputs, which are contained in the deployment area with information relayed via Clever Buoy™ communications.



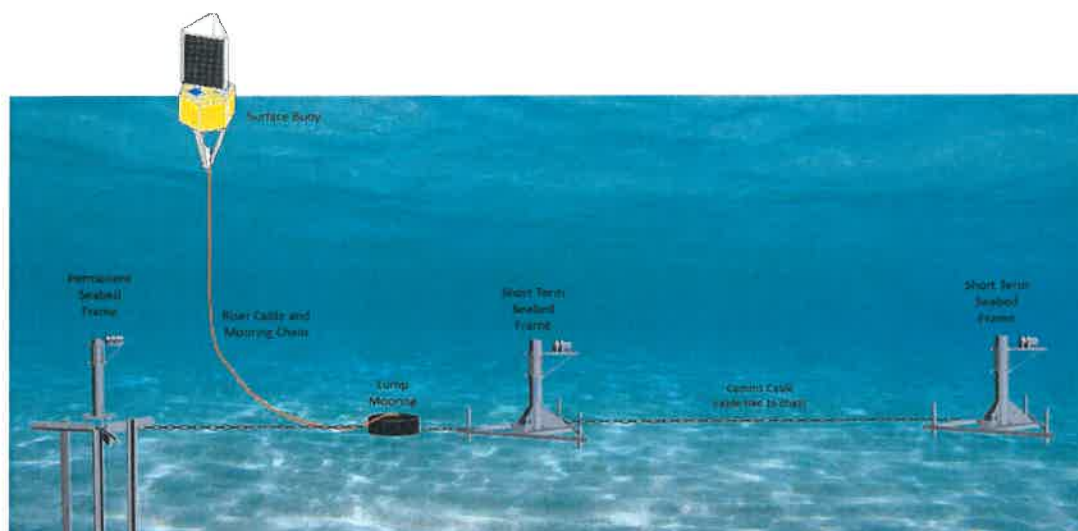
Piers - Shore Based Power & Communications

Bays or Breakwaters – Autonomous Buoys

Open Beaches – Autonomous Buoys

For Virtual Net installations, the sonar transducers are mounted on the sea floor and connected via subsea power and communications cabling. Clever Buoy™ has several different ground engagement solutions to ensure that the system can be deployed across various types of substrate, for temporary or permanent deployments on sand, rock or reef locations with negligible environmental impact. The

system has been deployed in extremely high swell and surf conditions and has sustained positioning and operation.



3.3 How does the “Virtual Net” work?

For beach safety solutions, each surface buoy is connected to multibeam imaging sonars which are mounted out of view on the sea floor, constantly scanning for marine life. Once an object is detected, the software interrogates the object’s size, swimming speed and pattern to determine the probability of it being a shark. When target is determined to exhibit shark like characteristics, information is instantaneously sent to lifeguards notifying them of the target and its location. Live data and information on the target is continually updated to assist lifeguards in making critical decisions about beach safety.

3.4 Will the Virtual Net differentiate between sharks and other moving objects?

The automated alert system is triggered only if an object exhibits shark like swimming characteristics when interrogated by the Clever Buoy’s software. In the development of Clever Buoy™, it was identified that sharks create a distinctive acoustic signature and swimming pattern which is different to other marine mammals such as dolphins, seals and sting rays. The sonar and software technology has the capability to discriminate moving objects in low visibility environments due to wave/swell turbidity and suspended sediments, and has learnt to ignore the turbulence left in the water from surface craft such as small boats. Clever Buoy™ will detect all movements within its detection zone but will only transmit alerts when the target is determined to have a high probability of being a shark.

3.5 Is there any environmental impact?

Clever Buoy™ is a non-invasive monitoring system, with the sonar transducers utilised by Clever Buoy™ operating at an acoustic frequency of 720kHz. This is significantly higher than the hearing frequency of current known marine life and multiple environmental studies have not identified any adverse impacts in all the testing completed to date. Scientific literature on marine noise confirms that the hearing ranges of most marine species are in the range 20Hz -1000Hz, which is more than 700 times lower than the operating frequency of the Clever Buoy™ sonar

3.6 Can the Clever Buoy™ differentiate between shark species?

The Clever Buoy™ software has been developed to monitor marine life and detect all shark species which are greater than 2m in length. The software can differentiate between sharks and other marine organisms such as dolphins and seals, however it cannot currently distinguish specific shark species. With further data collection and algorithm development, Clever Buoy™ hopes to be able to distinguish between the movement signatures of each predatory species of shark.

3.7 How do the lifeguards know that a shark has been detected?

The Clever Buoy™ Virtual Net series is delivered with a dedicated mobile application for Android and iOS devices. Lifeguards have real time access to the all the information they need at the touch of a button. The mobile application will show the probability, object size and timestamp of the alert with the respective colour status. If an object has been detected and triggers an alert, along with an audible alert, an additional push notification and text message will be sent to the lifeguard's mobile device to ensure the lifeguards are aware of the detection.



The mobile application also includes a map view, which displays geo-located target(s) and tracking information whilst in the object is within the field of view of the sonars. A final reporting page shows the last seven days of stored historical data allowing lifeguards to review events as needed.

The information can be received and viewed on all mobile devices including mobile phones and we are currently working on enriching the information for new generation smart watches.



4 Clever Buoy™ Deployments

The system was successfully trialled off Sydney's Bondi Beach in early 2016, a commercial deployment which delivered significant exposure for the New South Wales (NSW) Department of Primary Industries (DPI) Shark Management Strategy. The Clever Buoy™ system was embraced by the Bondi Lifeguards and integrated into operational beach management systems. Clever Buoy™ is now formally endorsed by the Australian Professional Ocean Lifeguard Association (APOLA).

Following the Bondi beach deployment, SMS was contracted by World Surf League (WSL) for deployment at the Jeffreys Bay, South Africa Championship Tour 2016 J-Bay Open event to provide detection and surveillance services for athletes (location of Australian surfer, Mick Fanning's shark attack in 2015). Additional WSL events include the 2017 Margaret River Championship Tour event in March 2017.

The system has also been utilised for a number of local WA events including the Rotto swim, Scarborough relay run and Busselton triathlon events, where it continues to offer an additional layer of protection for athletes with only their end goals on their mind.

In November 2016, Clever Buoy™ was independently tested as part of further collaborative research with NSW DPI on Great White Sharks. The trial was undertaken near Hawkes Nest, on the New South Wales Central Coast and utilised Baited Remote Underwater Video Stations (BRUVs) deployed in the field of view of the sonar beams and provided independent information about the existence and size of the sharks' present. The research independently confirmed that Clever Buoy™ successfully detected White Sharks and during the trial, observations of the behaviours of marine animals recorded on the BRUVs suggested that there was no evidence that they were affected by the presence of the Clever Buoy™ system.

The most recent beach safety and marine monitoring deployment of Clever Buoy™ was in Western Australia between December 2016 and April 2017. The state government approved the deployment of the system at City Beach, Western Australia. In addition to the standard Clever Buoy™ mobile application, the system was integrated seamlessly into the Western Australian government's SharkSmart alert system to provide real-time to alerts to the public as well as lifeguards and other agencies responsible for beach safety.



City Beach, Western Australia – Virtual Barrier

5 Clever Buoy™ Ongoing Development Status

The Clever Buoy™ system is constantly being improved and the future of the system's broader capability is significant.

The current generation of the Clever Buoy™ system now incorporates:

- An array of data collection sensors including water quality, wind/wave data, meteorological data and acoustic tag receivers for animal migration/tracking studies.
- Refinement of a modular design for the system, supporting an array of customised sonar transducers on the sea floor, communicating to a topside buoy with autonomous power, hardware and software and telemetry to shore;
- Refinement of the energy requirements and options developed around the power generation and battery requirements for each module;
- Development of an automated warning system utilising real-time mobile applications and notifications to ensure lifeguards receive the right information at the right time to reduce the risk of shark interactions;
- Development of customised sonar transducer modules adapted for deployment in shallow waters;
- Ongoing software development and continuous improvement.


The Clever Buoy™ team has incorporated additional real time monitoring features to the system that includes environmental monitoring for various research applications and governance of ecosystem health, public beach safety capabilities, commercial aquaculture monitoring and security, and many other exciting capabilities.

Rapid improvements in mobile devices and data transfer are permitting the flow of richer information and real-time capabilities for beach safety that will be distributed through devices such as the new generation of wearables and smart watches that consumers can now access.

Clever Buoy™ has also developed a highly effective, real time data collection platform for marine information. The systems 24 hours a day, 365 days a year operating capacity has created the opportunity for extremely valuable data to be collected and transmitted live to end-users. Given we know so little about the ocean, Clever Buoy offers an indispensable, world-first platform for long-term ocean monitoring which has never before been logistically possible.

Technology is progressing rapidly, and so is the development of Clever Buoy™.

REAL-TIME MARINE MONITORING



WEATHER DATA

ACOUSTIC TAG DATA

OCEAN ENVIRONMENTAL MONITORING

MARINE LIFE SONAR DETECTION AND ALERTING

SMDS
SMART MARINE SYSTEMS

CLEVER
BUOY

APPENDIX A: Clever Buoy™ Images

Generation 1 Clever Buoy™ – Short Term Small Scale Deployments



Generation 2 Clever Buoy™ – Long Term Permanent/Fixed Deployments



APPENDIX B: Supporting Documentation

Australian Professional Ocean Lifeguard Association (APOLA) Clever Buoy™ Endorsement



Australian Professional Ocean Lifeguard Association Incorporated

ABN 40 537 467 685

Web www.apola.com.au Email info@apola.asn.au Mobile 0408 855 267
PO Box 6700 COFFS HARBOUR PLAZA NSW 2450 AUSTRALIA

Mr Craig Anderson
Managing Director
Shark Mitigation Systems Ltd
Level 2, 55 Carrington Street
Nedlands WA 6009

Dear Mr Anderson

Endorsement of Clever Buoy Shark Detection System

The Australian Professional Ocean Lifeguard Association Incorporated (APOLA) is a non-profit professional association that is the peak professional association for Australian professional beach inspector ocean lifeguards.

Since 2014, APOLA has been monitoring the evolution of the Clever Buoy shark detection system developed by Shark Mitigation Systems Ltd (SMS).

Between February and April 2016, SMS undertook a pre-commercial trial of the Clever Buoy at Bondi Beach in Sydney, New South Wales.

Clever Buoy autonomously and selectively detects self-propelled, shark-like objects swimming off the beach, and sends an alert to onshore lifeguards via a purpose built application, providing location and probability of a shark.

APOLA member professional ocean lifeguards employed at Waverley Council were directly involved in the trial at Bondi. The Clever Buoy telemetry and alert application was housed in the central lifeguard tower at Bondi and monitored by professional ocean lifeguards.

The Bondi trial was an overwhelming success and demonstrated Clever Buoy's commercial viability, with Clever Buoy logging and alerting numerous shark detections, many of which were able to be positively validated through visual identification by the Bondi professional ocean lifeguards.

It is the Association view that the Clever Buoy shark detection system is currently the only commercially available detection system capable of deployment in high surf zones to provide real time information for lifeguards that will be of direct benefit to beach users.

At the annual ocean lifeguard industry forum held at Coffs Harbour NSW, on 29 April 2016, the Clever Buoy system was endorsed as a viable shark detection and alert solution for Australian beaches.

APOLA supports the rollout of Clever Buoy systems at patrolled beaches around the country.

Yours faithfully

John C Andrews

John Andrews

National Secretary/Treasurer

16 May 2016

Australian Professional Ocean Lifeguard Association Incorporated. (APOLA Inc.)

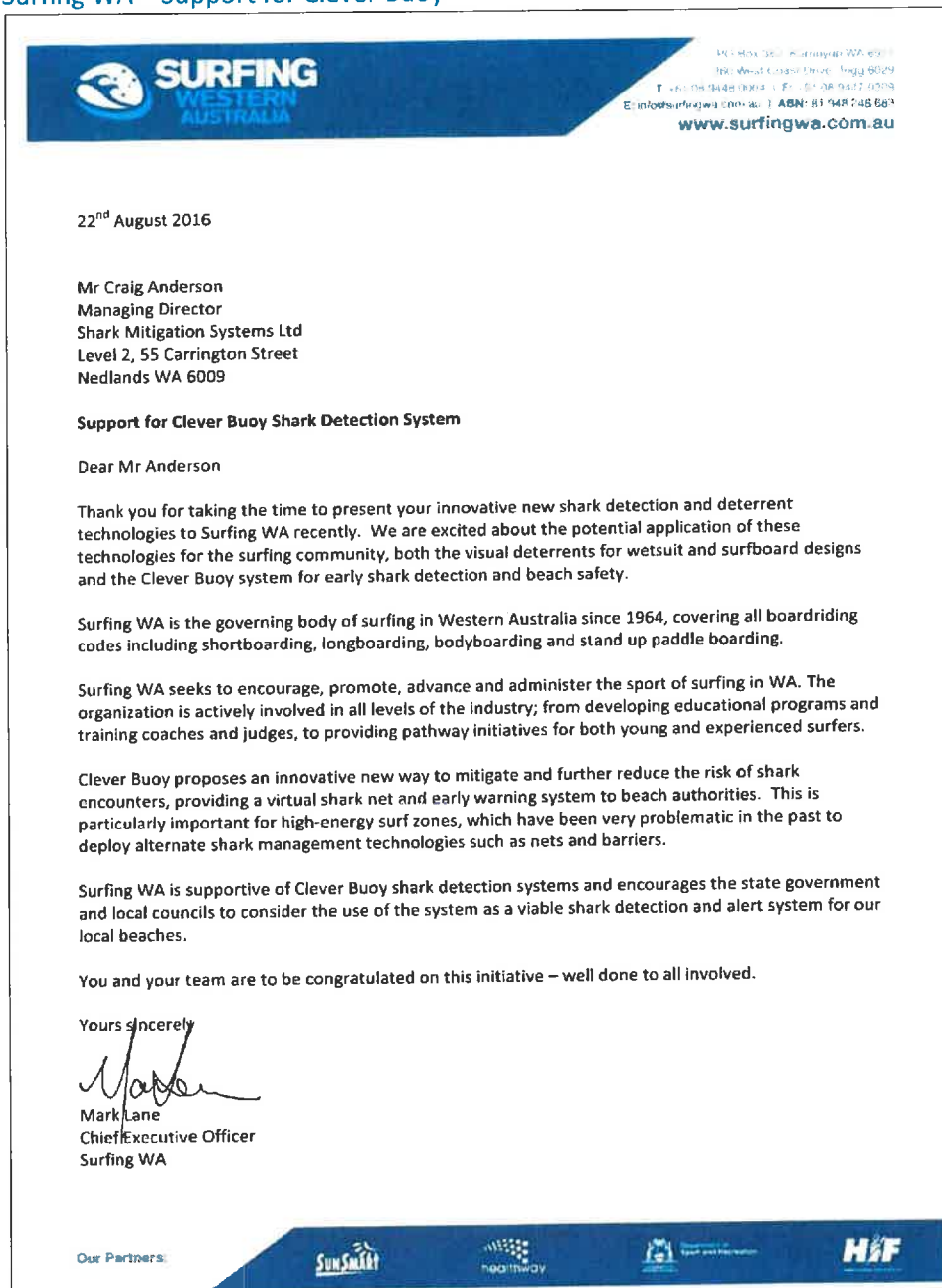
APOLA Inc is a non-profit professional association that is recognised as the peak professional association for Australian professional beach inspector ocean lifeguards. It promotes best practice in ocean water safety and beach management and coordinates professional ocean lifeguard activity in lifeguard training, community education, tourism support, public relations, regulation and risk management in consultation with Councils and their professional lifeguards. Typically Council professional ocean lifeguards wear the nationally endorsed workplace uniform for Council Professional Ocean Lifeguards which includes a long sleeve white workshirt with blue collar and cuffs with the word LIFEGUARD in block red on the front and back together with blue shorts or blue long pant, or full blue uniforms as seen on the popular award winning television series Bondi Rescue.

Essential television – BOND! RESCUE 8pm Mondays March - May Network 10

TV Logie Winners Most Popular Factual Program 2008, 2009, 2010, 2011, 2012 & 2013

NSW Water Safety Awards Winner - Outstanding Media Service to Water Safety 2007 and 2009

Surfing WA – Support for Clever Buoy™





BOARD OF SELECTMEN

AGENDA ACTION REQUEST
August 14, 2018

IV

BUSINESS – E. **Intermunicipal Agreement**

REQUESTED BY:	TA
DESIRED ACTION:	Approval of Intermunicipal Agreement
PROPOSED MOTION:	I move to approve the Intermunicipal Agreement as presented.
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____

INTER-MUNICIPAL AGREEMENT

This Inter-Municipal Agreement (IMA) (hereinafter "Agreement"), dated July 1, 2018, by and between the Town of Provincetown, acting through its Board of Selectmen (hereinafter "Provincetown"), the Town of Truro, acting through its Board of Selectmen (hereinafter "Truro"), the Town of Eastham, acting through its Board of Selectmen (hereinafter "Eastham"), and the Town of Wellfleet, acting by and through its Board of Selectmen (hereinafter "Wellfleet"), is entered into pursuant to G.L. c. 40 "A, upon the following terms and conditions:

WHEREAS, the Towns of Provincetown, Truro, Eastham and Wellfleet are all Outer Cape Cod municipalities;

WHEREAS, the Towns have determined that the sharing of personnel and equipment under certain circumstances will increase their ability to provide adequate and professional public services for their communities; and

WHEREAS, the Towns desire to enter into an agreement which sets forth mutually agreeable terms and conditions for the sharing of public employees and equipment.

NOW, THEREFORE, in consideration of these promises and the mutual covenants herein contained, Provincetown, Truro, Eastham and Wellfleet agree as follows:

I Scope of Coverage

Any Town may propose regionalizing services or make a request for assistance from another Town for any public purpose, including but not limited to services performed by or through the departments of health and conservation and/or inspectional services.

Each "Request" shall be initiated and approved by the Town Manager in Provincetown, the Town Manager in Truro, the Town Administrator in Eastham or by the Town Administrator in Wellfleet, or their designees, who shall hereinafter be referred to as the "Town Managers/Administrators", who shall then inform their respective Boards of Selectmen within seven (7) days.

Each Request shall be reduced to writing and include all pertinent information such as the nature, location, and expected duration of the event or situation giving rise to the request; the number and type of employees requested; the type of equipment and logistical support needed; the financial terms and method of allocating costs, the location to which the employees are to report; and the name of supervisor, and any other pertinent information. Each Request shall take effect upon signature of the Town Managers/Administrators.

The provisions of this Agreement shall not be construed as imposing an obligation on any Town to respond to a request for assistance by another Town or to provide services within the borders of another Town. The extent of assistance to be furnished under this Agreement shall be determined

solely by the Town Managers/Administrators, on a case-by-case basis, and it is understood and agreed that the assistance furnished under this Agreement may be recalled upon reasonable notice at the sole discretion of the Town Manager/Administrator of the Town providing the employees or equipment.

II Command and Control

All public employees rendering services in the other Town pursuant to this Agreement, shall report to the identified supervisor, and carry out the assigned responsibilities; however, they shall remain subject to the command and control of their employer. The Town Managers/Administrators will work together to coordinate the allocation of personnel to maximize efficiency and to avoid duplicate or conflicting commands.

Any equipment furnished shall, to the extent possible, be operated by the public employees of the Town providing the equipment.

All employment rights, compensation and benefits of public employees rendering services pursuant to this Agreement shall be the responsibility of the Town by which the public employee is regularly employed and such employees shall not be considered employees of the other Town for any purpose.

Each Town shall assume and be responsible for all of its own equipment costs, including but not limited to damage or loss of its own equipment and the use of fuel or other expendable supplies, provided, however, that the parties may agree to provide reimbursement under the circumstances of a particular request.

III Liability and Immunity

All immunities from liability enjoyed by the public employees of each Town within their own jurisdiction shall extend to their participation in rendering services under this Agreement outside its boundaries and such public employees shall maintain any rights of indemnification granted by law for any claims arising out of the actions taken within the scope of their employment.

Each Town agrees to assume its own liability for services provided under this Agreement and, to the extent permitted by law, each Town shall indemnify, defend and hold harmless the other Town from and against all claims, demands, liabilities, actions, causes of action, costs and expenses, including attorneys' fees, arising out of the actions of its public employees while performing services in the other Town.

Each Town shall provide and maintain throughout the term of this Agreement appropriate insurance coverage for liability for personal injury or property damage and all insurances for its employees and equipment, including health and workers' compensation.

IV. Term

This Agreement shall take effect on the date first written above and continue in effect for a period of twenty-five (25) years unless sooner terminated.

V. Miscellaneous

This Agreement is not intended to substitute or preclude any other agreements that may now or hereafter be in effect among the Towns with respect to the provision of mutual aid, nor does it supersede any other means of providing mutual aid.

This Agreement may only be amended or modified by written document signed by the Board of Selectmen in each Town.

This Agreement may be terminated by either party upon thirty (30) days written notice to the other party.

All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered or mailed, postage prepaid, certified mail, return receipt requested or by electronic mail to:

The Town of Eastham
Town Administrator
2500 State Highway
Eastham, MA 02642
jbeebe@eastham-ma.gov

The Town of Provincetown
Town Manager
260 Commercial Street
Provincetown, MA 02657
dpanagore@provincetown-ma.gov

The Town of Truro
Town Manager
24 Town Hall Road
Truro, MA 02666
rpalmer@truro-ma.gov

The Town of Wellfleet
Town Administrator
300 Main Street
Wellfleet, MA 02667
dan.hoort@wellfleet-ma.gov

This Agreement shall be governed in accordance with the laws of the Commonwealth of Massachusetts and any dispute hereunder shall be directed to the appropriate court within Barnstable County.

If any provision, section, phrase or word contained herein is determined by a court of competent jurisdiction to be unenforceable, for any reason, or beyond the scope of the statutory provisions of Chapter 40, Section 4A of the General Laws, as amended, then it is the intention of the parties that, for public purposes, the remaining provisions thereof shall continue in full force and effect.

Executed as a sealed instrument as of the day and year first written above.

Signature page to follow.

TOWN of EASTHAM
By its Board of Selectmen

Wallace F. Adams, II, Chair

Martin McDonald, Vice Chair

John F. Knight, Clerk

Aimee Eckman, Board Member

Jamie Rivers, Board Member

TOWN of TRURO
By its Board of Selectmen

Robert Weinstein, Chair

Maureen Burgess, Vice Chair

Janet W. Worthington, Clerk

Kristen Reed, Board Member

Paul Wisotzky, Board Member

TOWN of PROVINCETOWN
By its Board of Selectmen

Louise A. Venden, Chair

Thomas N. Donegan, Vice Chair

Cheryl L. Andrews, Board Member

Robert Anthony, Board Member

Lise King, Board Member

TOWN of WELLFLEET
By its Board of Selectmen

Janet Reinhart, Chair

Helen Miranda-Wilson, Vice Chair

Justina Carlson, Clerk

Kathleen Bacon, Board Member

Jerry Houk, Board Member



BOARD OF SELECTMEN

AGENDA ACTION REQUEST
August 14, 2018

VII



TOWN ADMINISTRATOR'S REPORT

To: Board of Selectmen
From: Dan Hoort, Town Administrator
Subject: Town Administrator's Report
Date: September 21, 2018

This report is for the period September 8, 2018 through September 22, 2018.

1. General

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

2. Fiscal Matters

- Tax rate has been set

3. Meetings

- September 10 – Dredging Task Force
- September 11 – 9/11 Ceremony at Wellfleet Fire Station
- September 11 – Selectboard meeting
- September 13 – Meeting with Nauset School Superintendent Tom Conrad
- September 13 – Staff meeting to discuss town meeting warrant articles
- September 15 – Celebration of Life service for Don Palladino
- September 17 – Meeting regarding Wellfleet Cultural District
- September 18 – County Assembly of Delegates Representative Lilli Green
- September 18 – Meeting to discuss lease of Cahoon Hollow parking lot
- September 18 – Meeting with representatives of Herring River Restoration Committee
- September 19 – Parking Task Force
- September 21 – Provincetown, Truro, Wellfleet, Eastham Town Managers/Administrators meeting with Cape Cod National Seashore Superintendent regarding response to shark attack
- September 22 – Police Station open house

4. Complaints.

- none.

5. Miscellaneous.

- Community Forum set for September 27th
- Open Meeting Law training being planned for October 22 or 24

6. Personnel Matters:

- Open position: Water Clerk/Committee Secretary (interviews complete)

[illegible]



BOARD OF SELECTMEN

AGENDA ACTION REQUEST

August 14, 2018

VIII

CORRESPONDENCE AND VACANCY REPORT

Date: September 6, 2018
To: Board of Selectmen
From: Jeanne Maclauchlan
Re: Vacancies on Town Boards

Building and Needs Assessment Committee (5 Members)

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

Cable Advisory Committee (5 members)

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

Commission on Disabilities (up to 7 Members)

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

Conservation Commission (7 Members)

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

Council on Aging Committee (At least 11 Members)

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

Cultural Council (no more than 15 members)

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

Energy Committee (11 members total)



BOARD OF SELECTMEN

AGENDA ACTION REQUEST

August 14, 2018

Vacant Positions	Appointing Authority	Length of Term
1 position	Board of Selectmen	1 year to complete term
1 BOS Rep	Board of Selectmen	BOS Term
Requesting Appointment: No applications on file		

Finance Committee (9 members, 2 alternate)

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

Herring Warden (1 Warden, 1 Assistant Warden)

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

Historical Commission (7 members)

Vacant Positions	Appointing Authority	Length of Term
1 Position	Board of Selectmen	1 year to complete term
Requesting Appointment: No applications on file		

Local Housing Partnership (5 Community Members)

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

Personnel Board (4 members + TA + FinCom Rep)

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

Planning Board (7 members)

Vacant Positions	Appointing Authority	Length of Term
2 Positions	Board of Selectmen	5 years
Requesting Appointment: No applications on file		

Zoning Board of Appeals (5 Members, 4 Alternates)

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

CORRESPONDENCE TO THE SELECTBOARD

September 11, 2018 – September 25, 2018

Letters/Emails:

9/12/18	Bob Weinstein – Truro Selectboard	Letter from Truro Selectboard re: HRRP
9/12/18	Jude Ahern	audio recordings
9/13/18	Susanna Deiss	Wellfleet National Seashore Homeowners Association statement
against offshore drilling in the Atlantic Ocean		
9/13/18	Osamu Kumasaka	Herring River Stakeholder Group meeting notice – Oct 11
9/14/18	Janice O’Connell	BCAD Meeting Notice – Sep 19, 2018
9/14/18	Sarah Cole – Coastal Engineering	Abutter Notification – MA Wetlands Protection Act
9/14/18	Nancy Civetta	Hats in the Cove, Shellfish Advisory Agenda, grant inspections
9/14/18	Helen Miranda Wilson	The Well Noise Complaint 9.8.18
9/14/18	Erica Chapman	The Well
9/15/18	Michael Walsh	Newcomb Hollow Beach
9/15/18	Nancy Civetta	Town Shellfish Crier
9/16/18	Eric Bibler	Preparedness for life-threatening consequences of shark attacks
9/16/18	Dan Hoort	Wellfleet Community Forum, Tuesday, 9/18
9/16/18	Paul Casilli	Letter to Cyr and Peake re: attack at Newcomb Hollow Beach
9/17/18	Wellfleet Cultural Council	2019 WCC Grant Proposals
9/17/18	Jude Ahern	Marina Advisory Committee Minutes
9/17/18	Dan Hoort	Marina Advisory Committee Minutes + public records requests
9/18/18	John Portnoy	Letter on Sharks for BOS
9/18/18	Dan Hoort	Emergency Preparedness and Town Forum, Thu Sep 27
9/18/18	Dan Hoort	2019 Annual Town Meeting
9/18/18	Willy Planinshek	Shark Solution
9/18/18	Andrea Aldana	Invitation to the 2018 Cape Housing Institute
9/18/18	Dan Hoort	Temporary Staff Resource – Town Clerk’s Office
9/18/18	Innis O’Rourke	Shark Tragedy
9/19/18	Willem Post	Replacing gasoline vehicles with EV’s in New England
9/19/18	Dan Hoort	Oysterfest Bicycle Parking
9/19/18	Suzanne Thomas	Reopening of beaches

9/19/18	Dan Hoort	Herring River Restoration Project Legal Representation
9/19/18	Suzanne Thomas	Preparedness for life-threatening consequences of shark attacks
9/19/18	Eric Bibler	Preparedness for life-threatening consequences of shark attacks
9/20/18	Dan Hoort	OpenCape and Events Involving Recent Shark Attacks
9/20/18	Dan Hoort	9/27 Community Forum
Internal Memos:		
9/14/18	Nancy Civetta	Shellfish grant transfer - #2000-05
Minutes:		
9/13/18	Local Housing Authority	8/16/18 meeting minutes
Fed/State/Local:		
9/12/18	MADMF	Wellfleet Inner Harbor Shellfish Transplant Opening
9/14/18	Marine Fisheries	Adjustment to Commercial Striped Bass Open Fishing Days
9/12/18	Town of Truro Selectboard	Herring River Restoration Project Legal Representation
9/18/18	Marine Fisheries	Notice of Public Hearing – Sep 19
9/18/19	Mass DOR	Tax Rate Approval Notification
Legal:		
9/12/18	KP Law	Chelise L. Sexton, et al. v. Town of Wellfleet, et al. – Town of
Wellfleet responses to Plaintiff's second request for production of documents		
Notices:		
9/17/18	Public Hearing 9/25/18	Shellfish grant transfer - #2000-05
9/6/18	Public Hearing 9/25/18	SPAT one-day beer and wine license
Applications:		
9/13/18	Jessica Dalby	ZBA
9/17/18	Jennifer Wertkin	Cable Advisory Committee
9/20/18	Sara Blandford	Social & Human Services Committee



BOARD OF SELECTMEN

AGENDA ACTION REQUEST
August 14, 2018

IX

MINUTES

REQUESTED BY:	Executive Assistant
DESIRED ACTION:	Approval of meeting minutes of September 11, 2018
PROPOSED MOTION:	I move to approve the minutes of September 11, 2018 as presented.
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____

DRAFT

Wellfleet Select Board Meeting Tuesday, September 11th, 2018, at 7 p.m. Wellfleet Senior Center, 715 Old Kings Highway, Wellfleet MA 02667

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

Also Present: Dan Hoort - Town Administrator, Joseph Powers – Assistant Town Administrator / Town Clerk, Radu Luca – Executive Assistant to the Town Administrator.

I. Announcements, Open Session and Public Comment

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

Janet Reinhart asked the audience to hold a moment of silence in remembrance of 9/11.

Wilson said there's a discussion on STM at the previous meeting and there is a substantial amount of information that was discussed at that meeting and encouraged the audience to watch the tape if they would like to have more information.

Bacon said that on Thursday evening, Sep 20th there would be a fundraiser at Chequessett Yacht Club to benefit the Montessori School.

Hoort said there will be an open house at the Police Station on Saturday, Sep 22 at 10 am. He also attended the moving commemoration for 9/11 at the Fire Station and the opening day ceremony at the Wellfleet Elementary School where they introduced the kindergarten class of 2031.

Sheila Lyons, President of the Wellfleet Community Forum, said that the WCF would be hosting a pre- Town Meeting forum to introduce the articles on Tuesday, Sep 18th at 7 pm.

Curt Felix said that he attended a meeting where the Cape Cod Commission discussed water and wastewater projects. Reinhart asked whether this was regarding the 208 Plan. Felix said this was pertaining to Water in general. Wilson said that all parties and Town departments involved should communicate all the time. She also said there should be a meeting between CWMC and the Conservation Commission and Board of Health to do outreach.

Anne Freyss from the Wellfleet Historical Commission said that the Historic Preservation Workshop would take place on Thursday, Sep 13 at Preservation Hall from 9-11:30 am.

Tom Cole said, on behalf of the Wellfleet Cable Advisory Committee, that they're renegotiating the license with Comcast and that he had been approached with concerns

DRAFT

about the services Comcast offers and he encouraged the audience to email him with concerns at TomCole@comcast.net.

II. Public Hearing 7:00pm

A. Tax Classification Hearing for FY 2019

Nancy Vail was present to speak on the memo she had sent to the Selectboard on this agenda item that was included in their packet for tonight's meeting.

The Board of Assessors recommends retaining the unified tax rate for all classes of property. The current split between classes is 96% residential and 4% commercial and personal property. The shift would place an undue burden on 4% of the Wellfleet commercial taxpayers. In order to retain the single tax rate, the Selectboard needs to vote to make the Residential Factor the numeral 1 for Fiscal Year 2019.

I move to make the Residential Factor the numeral 1 for FY2019.

Motion: Wilson

Second: Carlson

5-0-0. Motion carries.

Vail discussed the three options included in the memo to the Selectboard.

Option One:

There is a Residential Exemption available to those domiciled in Wellfleet. An exemption of ~~amount~~ up to 35% of the average residential assessment of the entire residential class could be deducted from the total assessed value of each domiciled taxpayers. The net effect is an increase in the tax rate for all residential taxpayers with almost all domiciled Wellfleet residents receiving a lower property tax bill and those not domiciled in Wellfleet receiving an increase in their property taxes.

The Board of Assessors does not recommend at this time and feels a community-wide discussion is warranted. Non-resident taxpayers also pay a personal property tax which domiciled taxpayers do not.

Option Two:

The "Open Space Exemption" allows up to 25% of the assessed value of land so designated to be exempt from taxation. The burden would be shifted to all other classes of property.

The Board of Assessors recommends no action. There is no need for an open space exemption at this time as several tax-friendly options are available for those interested in preserving all or part of their property as open space. Parcels that could qualify are currently involved in other programs that have satisfied any need to date.

Option Three:

DRAFT

Small Business Exemption - An amount up to 10% of the assessed value of a small business (less than 10 employees and an assessed value of less than \$1,000,000) may be deducted. The total deductions are then shifted to those businesses not classified as "small."

The Board of Assessors recommends no action. The majority of the town's businesses are "small." The additional burden would be shifted to a handful of taxpayers.

Reinahart asked the Selectboard whether they feel comfortable postponing a decision on this matter until the Board of Assessors held a public workshop.

Bacon said this conversation started four years before at the Library with Paul Pilcher, who is no longer with us, and this was his wish, to make the tax rate fairer here in our community.

Houk said that splitting the tax rate between non-residents and residents would be damaging to our community. Non-residents are the people shopping locally, patronizing local venues and supporting our Town departments, the Police and Fire departments and our schools. Houk said that, as a property owner, he is torn on deciding about this at this time even if it would save him a lot of money on property tax.

Wilson said there are several ways to prove that you're domiciled here in town. She asked who determined the criteria of residency for this purpose. Vail said that would be the Board of Assessors. Wilson also said we could do a 15% or 20% exemption and it would affect the non-residents less.

Houk said we should probably set up a tax exemption for people 45 or older. Hoort said that this matter is heavily regulated by the State and they're strict about including only elderly people and the disabled. Veterans are included under a separate exemption. With regard with how to enforce this, from his experience in Provincetown, said it was a lot of work for the Assessor's Office who looked at people's tax returns to determine domicile. Vail said there is a senior exemption of \$1,000 available through the Assessor's Office for people 65 and over.

Carlson advocated for a good tax policy and this shouldn't be a matter of us versus them and that the burden of \$200+ wouldn't be that substantial (88 cents / day) and that this is the right thing to do for Wellfleet.

Manny Smith, Chair of the Taxation Aid Committee, said that they made 18 awards this year. They are not allowed to award to taxpayers 55 and under. Most of the people that apply are quite needy and quite elderly. The age to qualify is 55, but Smith would lower it 25 if he could to make it work for every needy person in this town. Smith said he also started thinking about this matter in conversation with Paul Pilcher and he did an analysis back in 2012 based on data from Vail and presented it to the Selectboard and Finance

DRAFT

Committees at that time and the proposal never passed. Smith agreed with Carlson and said this is a good tax policy. It's unfair for a \$1mil home to be taxed at the same rate as a \$350K house, but that is how property taxes work. If we were to do a residential exemption of 20%, the tax rate could go up, but the total bill amount might go down for domiciled residents because of the exemption. He also said that keeping the same tax rate for everyone generates a regressive rate. Smith said this split tax is long overdue and urged the Selectboard to vote in favor of this proposal. Vail clarified and said that only three towns on the Cape passed this legislation and that people would qualify for this exemption based on virtual domicile.

Sheila Lyons said this piece of legislation is a tool to bring some justice and equity to a taxation system and that taxes are what help us allocate money towards getting things done in and operating as a community. She urged the Selectboard to vote in favor.

Susan Reverby, President of the Wellfleet Non-Resident Taxpayers' Association, said that, after being in meeting with Provincetown and Truro where this legislation had been adopted, this tax rate had caused an enormous amount of division. She also said that there is a movement in Truro for couples to split where they declare they're domiciled or where they claim their taxes. However, Reverby doesn't think this will be Wellfleet's case. She also shared with the board that what feels unfair is the fact that, the owners of two separate properties, assessed at the same value, one of them a resident and the other one a non-resident, would be taxed differently even if the resident might leave for a longer period of time in the winter.

Judy Wood, a non-resident taxpayer but not part of the association, said she is in support of this tax split, and that, for the highest valuation of \$1.5 mil an increase of \$35/month would not be that burdensome.

John Cumbler said that we have benefits as property owners here in town and that the community happened because of its residents who made things happen and work in town. He also said that having to pay a bit more in taxes as a resident is a privilege. It's only fair, if people who benefit from a tax exemption in the town where they live, that the people in the town where they own a second home should benefit of the same exemption. He also said he would welcome any second home-owner who would like to move to this town. He also said that currently it's difficult to introduce a progressive tax, but this would help us achieve that, especially since it's not an income tax, but a property tax associated with the value of their property.

Reinhart said that when she goes to meetings (in and out of town) everyone would ask what we could do for low-income people and the answer is always to implement the residential tax exemption, which is a great tool. Reinhart also added that other Cape towns would look at implementing this tax exemption and that next year there would probably be over 100 towns in the Commonwealth that would have implemented this.

DRAFT

Wilson said that it's difficult to make a correlation (unless the property has been recently purchased) between someone's income and the value of their property, because many people inherit the property or have been living at that property for years.

I move to approve the adoption of a residential tax exemption of 20% for FY2019.

Motion: Bacon Second: Carlson 3-2-0. Motion carries. Wilson and Houk opposed.

Discussion: Wilson said that would like to see the percentage go down at 18% and asked the Selectboard to meet everyone halfway. Bacon said that Provincetown just went up on the percentage and thinks that the 20% is a fair tax rate. Vail said that up until recently, the maximum percentage had been 20%, but it went up to 35%.

The Selectboard took at 5-minute break before discussing this agenda item.

III. Appointments/Reappointments

A. Board of Water Commissioners – Neil Gadwa (3-year reappointment)

I move to reappoint Neil Gadwa to the Board of Water Commissioners for a three-year term expiring June 30, 2021.

Motion: Wilson Second: Bacon 4-0-0. Motion carries. Houk was absent for this vote.

B. Parking Task Force – Roger Nelson (3-year appointment)

Reinhart said that at the previous Parking Task Force meeting, the committee agreed that they're comfortable with the amount of people currently on it.

The board took no action on this agenda item.

C. Wellfleet Historical Commission – Lucas Manning (filling in through June 30, 2019)

Luke Manning was present and spoke on why he would like to join the WHC. Wilson reminded Manning of the conflict of interest law. Bacon thanked Manning for his application and for serving on the Wellfleet Historical Commission and that it's always good to see younger people getting involved.

I move to appoint Lucas Manning to the Wellfleet Historical Commission for a three-year term expiring June 30, 2021.

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

DRAFT

IV. Use of Town Property

A. Coastal Bank at Pleasant Point – Barbara Wright (date TBD)

Barbara and Andrew Wright were present to represent the four properties on Pleasant Point. Barbara Wright also showed the Selectboard pictures of the area. The Wrights are requesting a one-time use of town property at Pleasant Point, in front of the four cottages, to conduct beach nourishment at the coastal bank in front of their bulkhead, as a requirement for closing on the property. A prior such beach nourishment was done in 1998.

Wilson said that the Wrights have an order of conditions approved by ConsCom.

Civetta said there seems to be a lot confusion on this matter. She addressed the beach nourishment at King Philip Rd that ended up in people's grants a few weeks later. Civetta is concerned that the sand put down at Pleasant Point would end up in people's grants at Pleasant Point and Blackfish Creek and she is concerned about the wellbeing of shellfish and wildlife in that area. Bacon asked the TA when the closing on that property would be. Hoort said that the Wrights were just granted an extension and that most likely the closing would happen before the end of the year. Bacon then said she would like to have this agenda item postponed until there are no more concerns pertaining to shellfishing and wildlife.

Wilson thanked Civetta for being present at the meeting and asked her whether the ConsCom was aware of what Civetta had mentioned. Civetta answered and said that she didn't know, that decision must've been taken before her time.

Hoort said he would speak with the Conservation Agent and the Shellfish Constable to find a solution on this matter.

No motion was made on this agenda item.

B. Public Parking at Marina and Town Hall Parking Lot - SPAT – The First Oyster Crawl (Friday, Oct 5, 2018, 3-10 pm)

Alfred Pickard and Katie Cushman were present to speak on behalf of SPAT and in favor of their two applications of the use of town property.

Bacon said that our restaurants usually depend on Columbus Day weekend business to do robust business and this might cut into restaurant revenue. Also, Bacon asked whether the parking at the Masonic Lodge would be utilized as well. Cushman said yes. Bacon also

DRAFT

suggested that SPAT considered a police detail as well. Cushman said that, in talking with the Police Chief, this is something to be considered.

Wilson said that Porchfest did not apply for the use of town property at the parking lots. Wilson also inquired as to why the individual venues are applying for liquor licenses. Pickard responded and said that SPAT already has a liquor license and that the coverage with this regard will be resting under SPAT's umbrella.

Carlson said that the Oysterfest has become very successful and would like to ask SPAT to think of ways to give back to the town. Cushman said that SPAT had been making donations over the last years: scholarships, donations to the Library, Shellfishing department, harbor dredging, etc.

Wilson said that SPAT is our cash cow for the shellfishing community. Civetta said that SPAT made a \$15K donation to the Shellfish Department to go towards seed, Chinese hats and other projects at Chipman's Cove. Also said SPAT does a lot to promote our shellfishing industry and educate people out there about our industry outside of the Oysterfest weekend.

The Selectboard expressed concerns pertaining to the use of town property and liability coverage.

I move to approve the use of town property at the public parking at the marina and town hall parking lot by SPAT for the first "Oyster Crawl" on Friday, October 5, 2018 from 3 to 10 pm, subject to the condition of having a police detail present at Bank and Commercial Street, and any other conditions, if any, as listed on the application, for a fee of \$100.

Motion: Wilson Second: Houk 2-3-0. Motion does not carry.
Reinhart, Wilson and Houk opposed because they opposed the presence of a police detail requirement.

I move to approve the use of town property at the public parking at the marina and town hall parking lot by SPAT for the first "Oyster Crawl" on Friday, October 5, 2018 from 3 to 10 pm, subject to the conditions, if any, if any, as listed on the application, for a fee of \$100.

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

C. Council on Aging Building and Parking Lot – SPAT – Wellfleet Shellfish at the Council on Aging (Saturday, Oct 6, 4-8 pm)

I move to approve the use of town property at the Council on Aging building and parking lot by SPAT for the "Wellfleet Shellfish at the Council on Aging" event on

DRAFT

Saturday, October 6, 2018 from 4 to 8 pm, subject to the conditions, if any, as listed on the application, for a fee of \$100.

Motion: Wilson

Second: Bacon

5-0-0. Motion carries.

D. Discussion of the use of Memorial Park

Wilson asked the Selectboard to postpone this agenda item until the ConsCom met and made their recommendation.

V. Business

A. Discussion of two alternate memberships to be added to the Wellfleet Historical Commission [Maria Burks]

Ann Freyss was present to speak in favor of this request.

I move to approve the addition of two alternate memberships to the Wellfleet Historical Commission.

Motion: Carlson

Second: Wilson

5-0-0. Motion carries.

B. Letter to MADMF requesting an extension to the date required for removal of spat collecting devices from Chipman's Cove [Shellfish Constable]

Bacon asked how this letter was different from last year. Civetta said that MADMF had requested more anecdotal data that has been included in the letter.

I move to approve the letter to MADMF requesting an extension on the date required for removal of spat collecting devices from Chipman's Cove as presented by the Shellfish Constable.

Motion: Bacon

Second: Wilson

5-0-0. Motion carries.

C. Review of FY 2020 Budget Policy – draft, first reading [TA]

Hoort said that items C., D., and E. are on the agenda tonight just to have them introduced to the Selectboard.

Reinhart said that she's impressed with the rate of passage of articles on town meeting floor, but is a bit concerned that the tax rate might go up.

D. Review of FY 2020 Annual Budget & 2019 Annual Town Meeting schedule [TA]

E. Review of Long Term Financial Forecast [TA]

DRAFT

Wilson said that this document is the best she's seen in seven years.

F. Review of Herring River Joint Representation [Wilson]

Wilson spoke about the memo received from the TA that was included in tonight's packet. She also said that when Wellfleet and Truro signed the MOU it was suggested that the two towns shared legal representation from KP | Law. Wilson asked the Selectboard if they thought it's a good idea for the two towns to have different legal representation and that this issue would come up before the Herring River Executive Council. Truro Selectboard discussed this issue at their meeting on the same night. Bacon said if Truro decided to go with different legal representation, we could retain KP | Law, if not, we could go with different legal representation, other than KP | Law.

Wilson asked the TA for his input. The TA said that this matter was brought before the Truro Selectboard by the Chair and that we should wait for Truro's decision on this.

VI. Town Administrator's Report

Houk said he was disappointment with our representative at KP | Law who handled the situation at Marconi (Note: The Town owns a large strip of land near Marconi Beach).

VII. Topics for Future Discussion

Houk asked whether we could address underground wiring throughout town, maybe propose a by-law similar to Nantucket's.

The board would like to address the noise complaints at the Well.

Bacon asked why DPW employees do not have Labor Day off like the rest of Town staff. Bacon asked about the parking lot and the pedestrian crosswalk at Banks and Commercial streets. She also inquired about the open meeting law seminar. Bacon would also like to invite the Recycling Committee and the DPW to come before the Selectboard and present an update on Pay As You Throw recycling.

Wilson would like to have a joint meeting with the BOH, CWMC, ConsCom, Shellfish and Cape Cod Commission and Horsley Whitten.

Wilson read the recent update from the Housing Authority, but it did not contain an update on the status of 95 Lawrence Road as a possible housing use.

Houk would like to discuss the MA Frazier portapotty issue in executive session.

Carlson said we need to have a Wastewater 208 Plan meeting.

DRAFT

Reinahart said that the Parking Task Force requested that a Planning Board member be appointed a member to the Force.

VIII. Correspondence and Vacancy Report

IX. Minutes (draft minutes from 8.28.2018)

I move to approve the minutes for August 28, 2018 as amended.

Motion: Wilson

Second: Bacon

5-0-0. Motion carries.

X. Adjournment

I move to adjourn.

Motion: Houk

Second: Bacon

5-0-0. Motion carries.

The meeting was adjourned at 9:30 pm.

Respectfully submitted,

Radu D. Luca,

Executive Assistant to the Town Administrator

Link to video here:

Public Records Materials of 9/11/18

1. Public Hearing Notice – FY 2019 Tax Classification (Sep 6)
2. Memo – Assessor to Selectboard re: Tax Classification Hearing (Sep 7)
3. Fact Sheet – Residential Exemption
4. Residential Exemption FY2019 – Town of Truro
5. Application – Roger Nelson to Parking Task Force (Sep 4)
6. Application – Lucas Manning to Wellfleet Historical Commission (Sep 7)
7. Use of Town Property – Barbara Wright at Pleasant Point (Sep 7)
8. Use of Town Property – SPAT at public parking at marina, town hall parking lot, COA parking lot, COA building
9. Email – WHC to Selectboard re: alternate membership (Sep 6)
10. Letter – Selectboard to MADMF re: deadline extension for removal of spat collecting devices from CCB 13 (Chipman's Cove)
11. Email – Diane Murphy (Barnstable County) to Shellfish Constable re: Wellfleet Harbor Water Temperatures (Sep 7)
12. Draft – FY2020 Budget Policy and Annual Town Meeting Schedule
13. Memo – TA to Selectboard re: Five-Year Financial Forecast (Sep 7)
14. Email – TA to Selectboard re: Towns of Truro and Wellfleet joint representation on HRRP (Sep 5)
15. Memo – TA Report (Sep 7)

DRAFT

- 16. Memo – Principal Clerk to Selectboard re: Vacancy Report (Sep 6)
- 17. Memo – Executive Assistant to Selectboard re: Correspondence Aug 28 – Sep 11
- 18. Draft – Selectboard minutes Aug 28, 2018



BOARD OF SELECTMEN

AGENDA ACTION REQUEST
August 14, 2018

X

ADJOURNMENT

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