



## Board of Selectmen

The Wellfleet Board of Selectmen will hold a public meeting on Tuesday, March 22, 2016 at 7:00 p.m. at the Wellfleet Senior Center, 715 Old Kings Highway, Wellfleet, MA 02667. It is anticipated that the meeting will be recorded by the Town. Anyone else desiring to record the meeting may do so only after notifying the chair and may not interfere with the conduct of the meeting in doing so.

- I. **Announcements, Open Session and Public Comment [7:00]** *Note: Public comments must be brief. The Board will not deliberate or vote on any matter raised solely during Announcements & Public Comment.*
- II. **Public Hearing(s) [7:05]**
  - A. **Food Truck Regulations** (*Continued from 3/15/16*)
  - B. **Public Hearing on Proposed Fee increases**
- III. **Licenses/Appointments/Reappointments/Use of Town Property**
  - A. **Licenses**
    - 1) **Liquor License Alteration:** Request from Barbara Boone, Manager of Chequessett Yacht and Country Club for alterations of licensed premises to include all of 680 Chequessett Neck Road
    - 2) **Seasonal Liquor License Renewals:** Wellfleet Beachcomber, Winslow's Tavern, Lighthouse Restaurant, The Wagner at Duck Creek, Bocce Italian Grill, Wellfleet Motel & Lodge, V.R.'s, Maurice's Campground, Wellfleet Marketplace, Wellfleet Wine & Spirits, Chequessett Yacht & Country Club, Flying Fish Café, Wellfleet Dairy Bar & Grill, Wellfleet Flea Market, The Juice, Catch of the Day, Mac's Shack, Pearl Restaurant, Harbor Stage Company, Bob's Sub n' Cone, Ceraldi
    - 3) **Common Victualers License Renewals:** Wellfleet Donuts, WHAT
    - 4) **Weekday Entertainment License:** WHAT
  - B. **Appointment to Special Police Officer:** Nicholas Daley, Kyle Kochanowicz and Desmond Keogh from May 1, 2016 to June 30, 2017
  - C. **Use of Newcomb Hollow Beach:** on May 1 and 2, 2016 8 am-9 am by Ryan Environmental Group to build a small temporary habitat for educational purposes; application fee paid, event fee TBD.
  - D. **Use of Whitecrest Beach parking lot** (Ocean View Dr. side): on June 25 (rain date July 16) and July 9 (rain date July 23), 5 pm-9 pm by Facebook group Trey Helliwell Remembered for two memorial live music concerts; application fee paid; event fee TBD.
- IV. **Business**
  - A. Final approval of 2016 annual town meeting and annual town election warrant. [TA]
  - B. Housing Authority request for transfer of Community Block Development Grant repayment funds. [Housing Authority]
  - C. Public comment on Herring River Restoration Project plans for High Toss Road. [Herring River Restoration Committee (HRRC)]
  - D. Letter of Support – Herring River Restoration Project – 2017 NOAA Grant Application [HRRC]
  - E. Request from the Town of Chatham for a letter supporting Chatham's position on ownership of Monomoy submerged lands. [TA]
  - F. Request for approval of a conservation restriction on property at Drummer Cove (Map 29, Parcel 382.) [Wellfleet Conservation Trust]
- V. **Future Concerns**
- VI. **Correspondence and Vacancy Report**
- VII. **Adjournment**

BOS Regulations for the operation of Food Trucks.

TOWN OF WELFLEET  
COMMONWEALTH OF MASSACHUSETTS

RULES AND REGULATIONS REGARDING THE OPERATION OF FOOD TRUCKS



Effective:

Local Licensing Authority: Wellfleet Board of Selectmen

BOS Regulations for the operation of Food Trucks.

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BOS Regulations for the operation of Food Trucks.

### **Protocol for issuing a Food Truck License**

The Town of Wellfleet, through the Board of Selectmen (the Board) and serving as the Licensing Board, regulates the retail sale of food or beverage from Food Trucks pursuant to Chapter 101 of the Massachusetts General Laws that governs so-called Hawkers, Peddlers and Transient Vendors. In addition, Food Truck Vendors (Mobile Food Vendors) are required to obtain a food service permit, pursuant to 105 CMR 590.000 State Sanitary Code – Minimum Sanitation Standards for Food Establishment and the Town Board of Health relevant regulations. For these purposes, a Mobile Food Vendor is defined as any person who travels from place to place upon public ways and dispenses food from a Food Truck. A Food Truck shall be defined as a readily movable trailer, cart or motorized wheeled vehicle, currently registered with the Mass Division of Motor Vehicles, designed and equipped to cook, prepare or serve food and shall include any food truck, food cart, canteen truck, catering truck, breakfast truck, lunch truck, lunch wagon, or any other mobile food vehicle.

Before granting a license to operate a Food Truck, the Board must determine if the public good requires it. In making this determination, the Board will consider the following:

- Traffic and pedestrian safety issues
- Impact on nearby parking, residences, and businesses
- Sanitation arrangements and conditions (Health Department Inspection and issuance of a permit shall be required)
- Noise, odors or other disruptions to the surrounding neighborhood
- Zoning compliance (Building Department signoff may be required)
- Fire safety (Fire Rescue Department sign off may be required)
- Hawkers and Peddlers license (obtained through the State and signed by the Police Department)
- Any other public safety issues, as identified by the Board of Selectmen
- The number of food trucks operating within the Town
- Previous issues with compliance or performance of the food truck vendor(s)

These regulations are intended to supplement and not usurp existing state law and regulations where applicable. Should these regulations conflict with state law or regulation, state law/regulation will control. In addition and where applicable, any Zoning Board of Appeals permit issued for private property or any contract entered into and authorized by the Town through a Request for Proposal public procurement process for use of public property for the operation of a Food Truck, shall supersede and have precedence over these regulations. At their discretion the Board of Selectmen may at any time cap the total number of Food Truck licenses issued.

The use and operation of a Food Truck is not regulated by the Zoning Bylaws of the Town. Rather, these regulations promulgated by the Board of Selectmen shall govern the use and operation of Food Truck activity within the Town of Wellfleet and shall use the following prequalifications:

## BOS Regulations for the operation of Food Trucks.

Food Trucks shall adhere to the following guidance for the use and operation within the municipality.

- Central District: Allowed when permitted and conditioned by the Board of Selectmen.
- Residential 1 District: Prohibited.
- Residential 2 District: Allowed when permitted and conditioned by the Board of Selectmen.
- National Seashore Park District: Allowed only on Town Property when permitted and conditioned by the Board of Selectmen.
- Commercial District: Allowed when permitted and conditioned by the Board of Selectmen.
- Commercial 2 District: Allowed when permitted and conditioned by the Board of Selectmen.

Each application for use and operation of a Food Truck shall be permitted and conditioned on a case by case basis and according to these established regulations.

### **Application requirements and procedure:**

Any person wishing to apply for a Food Truck License shall fully complete the application form supplied by the Town Administrator's office and follow the procedure below. Upon completion of the application review process, the applicant shall be scheduled for a public hearing before the Board of Selectmen.

**In order to facilitate the process of issuing a Food Truck license applications shall be received no later than April 15 each year. A Food Truck license shall expire on December 31.**

When determining whether to renew a Food Truck license, the Board of Selectmen will utilize the same criteria as set forth in these regulations. Renewal forms may be obtained from the Town Administrator's office and must update all previously filed statements and plans, as appropriate.

1. Submit completed Food Truck application with all approvals from Town Departments to the Principal Clerk in the Town Administrators Office with required fee.
2. The Town Administrators Office will schedule the application on an upcoming Board of Selectmen meeting agenda. This is a public hearing process and will require proper noticing in the newspaper.
3. The application will be heard by the Board of Selectmen and a decision rendered.
4. If approved, the permit will be issued by the Office of the Town Clerk.

### **Maintenance of order and decorum and cooperation with Town officials**

Any person to whom a Food Truck License is issued under these regulations shall ensure that order and decorum is maintained in the licensed area and immediate vicinity at all times, and shall cooperate in every respect with town officials including, but not limited to, representatives of the Board of Selectmen, the Fire Rescue and Police Departments, the Building Department, the Health Department, Board of Health, and Town Administration. The licensed area including any vehicles shall be available at all times for inspection by said officials or any other department or official of the town so directed by the Board of Selectmen.

### **Operating requirements for Mobile Food Vendors**

1. Licensees may only operate at specifically approved public or private locations (hereafter, the "licensed area"), at specifically approved times. If on Town property, Food Trucks shall be removed from the licensed area at the end of each day and are not permitted to remain overnight anywhere on Town property. For private locations, the Licensee shall provide written evidence with their application of the property owner's approval for use of that area. The license does not confer a right to operate without the written permission of the property owner. Food Trucks hired for private events on private property do not require a license from the Town of Wellfleet for the duration of the private event which shall not exceed 24 hours. Excluded from the operation of these regulations are events licensed by the Town of Wellfleet at which the event organizer proposes to have food trucks.
2. Licensees shall received approval of a written sanitation plan for the maintenance of the Food Truck from the Health Agent prior to receiving a food service license. This shall include but not be limited to the identification of a certified kitchen facility for cleaning, sanitation and food preparation.
3. If operations are located on a Town owned property the Licensees shall provide evidence of comprehensive liability insurance in the amount of at least \$1 million (single claim), and listing the Town of Wellfleet as an additional named insured.
4. Licensees shall not be permitted to operate within 200 feet of a licensed common victualler establishment without their written permission. Such permission shall not be required in instances where the licensee and the common victualler establishment share common ownership. The 200 feet distance shall be measured as the Board of Selectmen or its designee shall reasonably determine by measuring from the nearest property line to nearest property line and/or nearest Food Truck if the truck is located on a road.
5. Licensees shall not deploy any free-standing sign or flags unless specifically permitted by the Board of Selectmen and in compliance with local Zoning Bylaw. Applicability of Zoning Bylaw shall be determined by the Town Zoning Enforcement Officer.

BOS Regulations for the operation of Food Trucks.

6. Licensees shall not deploy tables or seating unless specifically permitted by the Board of Selectmen with permission from the Health Agent.
7. Food Trucks shall not be positioned so as to expose clients to vehicular traffic, or otherwise in an unsafe manner. Food Trucks on public property shall be parked on a hardened area such as a parking lot or packed surface and shall not be permitted on lawns or on vegetation. Any directive by a Police Officer in this regard shall be immediately complied with.
8. Licensees shall make specific provisions for potable water, electricity, electric lighting if operated at night, collection and proper removal of recycling, trash and wastewater.
9. Licensees shall ensure that the licensed area is kept clean, neat and sanitary at all times. Reliance on the use of municipal trash receptacles is not permissible. Upon request, proof of proper trash and wastewater disposal shall be submitted to the Health Agent.
10. No licensee or employee of the licensee shall consume any alcoholic beverage or unlawful controlled substance during the 4 hours preceding and while on duty.
11. No licensee or employee of the licensee shall be permitted to smoke while working as per Food Code regulations.
12. Operations are permitted between the hours of 7:00 a.m. but not later than 11:00 p.m., unless otherwise specified or as such hours of operation that may be authorized by State statute.
13. Licensees are required to obtain a Hawkers, Peddlers and Transient Vendors license for each manager/owner from the State of Massachusetts and signed by the Wellfleet Police Department. The state license must be current for the duration of the locally permitted and licensed operation. If at any time, the state license is revoked, suspended and/or not active the local license shall be void.
14. Licensees shall not be authorized to sell non-food novelty items such as: t-shirts, hats, toys, etc. A separate retail license must be obtained from the Licensing Authority to receive permission to sell non-food items.

#### **Amending a Food Truck License**

Licensees who want to amend their current Food Truck License shall make such a request in writing to the Town Administrator who has been granted authority to amend existing Food Truck licenses by the Board of Selectmen. Upon review by the Town Administrator or his/her designee a decision will be rendered within 14 days. If the amendment is determined to require to be heard by the Board of Selectmen then the request will be posted on the next available Board of Selectmen agenda.

#### **Violation, suspension, revocation or modification of a Food Truck License**

## BOS Regulations for the operation of Food Trucks.

Any violation of these regulations will be subject to a fine of \$50 (1st offense), \$100 (2<sup>nd</sup> offense) or \$300 (3rd and subsequent offenses). In addition, any violation may result in the immediate suspension of the license or removal of the Mobile Food Vendor's Food Truck or other vehicle at the owner's expense. Each day shall constitute a separate offense and if the circumstances warrant it in the judgment of the Police Department or other enforcement officer, in which case such suspension shall be reviewed by the Board of Selectmen at its next available public meeting scheduled in accordance with open meeting law requirements. A licensee may appeal any fine to the Board of Selectmen.

The Board of Selectmen may suspend, revoke or modify a Food Truck License if, after a public hearing, the Board finds that these regulations have been violated.

### **Application Instructions**

1. Fill-out and sign the application form and attachments. Applications are due by April 15<sup>st</sup> and shall expire on December 31<sup>st</sup>.
2. Include a detailed list of the intended locations for operation, including a sketch for each location showing how the mobile food vehicle is to be positioned. For each location also provide the proposed times of operation.
3. Obtain all applicable initial plan reviews and/or preliminary approvals from the Building, Health, Fire Rescue and Police Departments, and obtain Hawkers and Peddlers Licenses for each owner of a Food Truck from the Commonwealth of Massachusetts before application is submitted to the Town Administrator's office.
4. Deliver the completed and signed application form and attachments (e.g., list of intended locations for operation, tax certification, resumes, copies of Hawkers and Peddlers licenses, etc.), along with a payment for the local fixed fee for the license. The local fee for a Food Truck License is \$50.00.
5. For private locations, the Licensee shall provide written evidence of the property owner's approval for use of that location. The license does not confer a right to operate without the written permission of the property owner.
6. The Board of Selectmen may require the authorization by the applicant(s) and their employee(s) to process a Personal Criminal Record Information (CORI) check and Sex Offender Registry Information (SORI) check through the Police Department.
7. After the application materials are received and reviewed for completeness, an interview will be scheduled with the Town Administrator or the TA's designee to discuss the applicant's plans for operation. The applicant will then be required to appear before the Board of Selectmen for a public hearing. Staff in the Selectmen's Office will notify the applicant by telephone of the date and time of the public hearing at least 48 hours before the hearing.



BOS Regulations for the operation of Food Trucks.

8. The Board of Selectmen reserves the right to defer action on the license application until all issues and concerns raised by the Board are addressed by the applicant to the Board's satisfaction; and the Board also reserves the right to deny approval if the applicant fails to meet the application requirements, or does not/cannot resolve the issues and concerns raised by the Board.

9. The Board of Selectmen shall only approve the application once the applicant has obtained all required Health Department, Building Department, Police Department and Fire Rescue Department final approvals (i.e., permits, reviews and/or inspections) before the Food Truck License will be issued. If the applicant fails to obtain a required approval at any point in the process, the issuance of the License will be withheld until the issue or problem is resolved to the satisfaction of the appropriate body.

**Specific questions should be addressed to:**

Selectmen's Office, Jeanne Maclauchlan, Principal Clerk, 508-349-0300  
Building Department, Richard Stevens, Building Inspector, 508-349-0309  
Health Department, Hillary Greenberg-Lemos, 508-349-0308  
Fire Rescue Department, Theresa Townsend, Administrative Assistant, 508-349-3754  
Police Department, Ron Fisette, Chief of Police, 508-349-3702

Date Applied:

Date Approved:

Date Issued:

**Fee \$50.00**

3/16/2016

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BOS Regulations for the operation of Food Trucks.

Office Use Only	Fees Paid:	Tax Cert:	Resumes:	H&P Info:	Plan:	Interview:
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The undersigned hereby applies for a Food Truck License in accordance with the provisions of Town of Wellfleet Board of Selectmen Regulations.

(PLEASE TYPE OR PRINT CLEARLY)

Name of Applicant:

Date:

D.O.B:

Drivers. License Number:

Fed.ID #:

Business Address:

Home Address:

Business Telephone:

Cell Phone:

Name of Operation:

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

Reviewing Department	Signature of Approving Authority	Date of Plan Review/Approval
Building Department:		
Health Department:		
Police Department		
Fire Department:		

BOS Regulations for the operation of Food Trucks.

PROVIDE THE FOLLOWING INFORMATION WITH RESPECT TO EACH LOCATION:

What will be the hours of operation?

Time(s) of Peak Customer Activity

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

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

What provisions have been made for trash, wastewater, potable water, electric and recycling?

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

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

Location(s)

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

Signature:

Printed Name:

Date:

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

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FOR OFFICE USE ONLY

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

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

TOWN OF WELLFLEET  
PUBLIC NOTICE

Notice is hereby given that the Wellfleet Board of Selectmen will hold a public hearing on Tuesday, March 22, 2016 at 7:05 p.m. in the Wellfleet Council on Aging, 715 Old Kings Highway, to amend the fees of Various Departments. Copies of the proposed changes will be available in the Administration Office.

WELLFLEET BOARD OF SELECTMEN

ADMINISTRATION

	Current	Proposed FY 2017
Business License Filing Fee	\$20.00	\$50.00
Use of Town Property Filing Fee	\$20.00	\$50.00
Noise Bylaw Waiver		\$50.00
Registration	\$20.00	\$25.00
Taxi Cab	\$50.00	\$75.00
Taxi Operator/Driver	\$25.00	\$50.00
Auctioneers - year	\$15.00	\$40.00
Auctioneers - day	\$10.00	\$35.00
Automatic Amusement	\$20.00	\$30.00
Junk Collector	\$25.00	\$50.00
Entertainment - One Day	\$25.00	\$50.00
Entertainment - Sunday	\$25.00	\$50.00
Entertainment - Weekday	\$50.00	\$75.00
General Retail	\$50.00	\$75.00
Class II	\$100.00	\$125.00
Class IV	\$50.00	\$75.00
Flea Market	\$500.00	\$550.00
Charter Boat Booth	\$75.00	\$100.00
Liquor License Filing Fee	\$30.00	\$50.00
Annual - All Alcohol Restaurant	\$1,450.00	\$1,500.00
Annual - All Alcohol Package Store	\$1,450.00	\$1,500.00
Annual - Beer & Wine Restaurant	\$1,275.00	\$1,375.00
Annual - Beer & Wine Package Store	\$1,275.00	\$1,375.00
Seasonal - All Alcohol Restaurant	\$1,550.00	\$1,600.00
Seasonal - All Alcohol Innholder	\$1,550.00	\$1,600.00
Seasonal - All Alcohol Package Store	\$1,550.00	\$1,600.00
Seasonal - Beer & Wine Restaurant	\$1,400.00	\$1,450.00
Seasonal - Beer & Wine Package Store	\$1,400.00	\$1,450.00
Seasonal License Extension	\$100.00	\$125.00
One Day Beer & Wine	\$50.00	\$100.00
One Day All Alcohol	\$100.00	\$150.00

BUILDING

Current

Proposed

**RESIDENTIAL BUILDING FEES**

New Construction (new structures & additions)	.55 per sf or \$50. minimum	.65 per sq ft and \$55. minimum
Existing Structures (alterations & repairs)	.45 per sf or \$50. minimum	.55 per sf or \$55. minimum
New & Existing Unconditioned Space, Porch	.35 per sf or \$50. minimum	.40 per sf or 55. minimum
Decks	.20 per sf or \$50. minimum	\$55.00
Garage, Barn, Accessory, Shed over 120 sf	.20 per sf or \$50. minimum	\$55.00
Accessory, Shed 120 sf and under	\$50.00	\$55.00
Window/Door replacement, re-roofing, re-siding	50. +1% of construction value	\$55.00
Chimney, Wood Stove, Fireplace	\$50.00	\$55.00
Fire Sprinkler	\$50.00	\$55.00
Pool - above ground	\$100.00	\$115.00
Pool - in ground	100. plus .20 per sf	\$115.00 plus .25 per sf
Solar Panel	50. +1% of construction value	\$55.00
Wind Generation	50. +1% of construction value	\$55.00
Signs	50. + .20 per sf over 24 sf	\$55.00
Mechanical/Duct Work/Exhaust Hood	\$50.00	\$55.00
Retaining Wall, Foundation Wall, Trench	\$50.00	\$55.00
Awning, Tent, Temporary Construction Trailer	\$50.00	\$55.00
Demolition 300 sf and under	\$55.00	\$60.00
Demolition 301 sf and over	\$100.00	\$115.00
Moving Structures	.20 per sf or \$50. minimum	\$55.00
Dock, Float, Pier	100. + 1.20 per sf	\$115.00
Certificate of Occupancy - each unit	\$50.00	\$55.00
Re-Inspection	\$50.00	\$55.00
Emergency, Off Hour, Weekend Inspection	\$100.00	\$115.00

**COMMERCIAL BUILDING FEES**

New Construction (new structures & additions)	.60 per sf or \$50. minimum	.65 per sf or 55 minimum
Existing Structures (alterations & repairs)	.45 per sf or \$50. minimum	.55 per sf or 55. minimum
New & Existing Unconditioned Space, Porch	.35 per sf or \$50. minimum	
Decks	.20 per sf or \$50. minimum	
Garage, Barn, Accessory, Shed over 120 sf	.20 per sf or \$50. minimum	
Accessory, Shed 120 sf and under	\$50.00	
Window/Door replacement, re-roofing, re-siding	50. + 1% of construction costs	
Chimney, Wood Stove, Fireplace	\$50.00	
Fire Sprinkler	\$50.00	
Pool - above ground	\$100.00	
Pool - in ground	100. + .20 per sf	
Solar Panel	50. + 1% of construction costs	
Wind Generation	50. + 1% of construction costs	
Cell Tower	200. + .20 per linear foot	
Signs	100. +.20 per sf over 24 sf	
Mechanical/Duct Work/Exhaust Hood	\$50.00	
Retaining Wall, Foundation Wall, Trench	\$50.00	
Awning, Tent, Temporary Construction Trailer	\$50.00	
Demolition 300 sf and under	\$55.00	
Demolition 301 sf and over	\$100.00	
Moving Structures	.20 per sf or \$50. minimum	
Dock, Float, Pier	200. + 1.20 per sf	
Certificate of Occupancy - each unit	\$50.00	
Certificate of Occupancy - Hotels/Motels	50. + 5. per room	
Re-Inspection	\$50.00	
Emergency, Off Hour, Weekend Inspection	\$100.00	
Commercial Annual Inspection	\$50.00	

**BUILDING**

Current

Proposed

**ELECTRICAL/WIRING PERMIT FEES**

Residential & Commercial	\$60.00	
New & Temporary Service	\$60.00	
Re-Inspection	\$50.00	
Extra Inspection	\$50.00	
Emergency, Off Hour, Weekend Inspection	\$100.00	

**PLUMBING PERMIT FEES**

Residential & Commercial	60. + 10. per fixture	
Re-Inspection	\$50.00	
Emergency, Off Hour, Weekend Inspection	\$100.00	

**GAS PERMIT FEES**

Residential & Commercial	\$60. plus \$10. per fixture	
Re-Inspection	\$50.00	
Emergency, Off Hour, Weekend Inspection	\$100.00	

**ZBA APPLICATION FEES**

Change in Use Only (no construction)		\$85.00
Affordable Accessory Dwelling Unit	\$85.00	\$85.00
Residential Change in Use	\$60.00	\$85.00
Commercial/Business Change in Use	\$185.00	\$195.00
Construction of any sort:		
\$0 - \$1,000	\$85.00	\$90.00
\$1,001 - \$10,000	\$135.00	\$145.00
\$10,001 - \$50,000	\$185.00	\$195.00
\$50,001 - \$100,000	\$285.00	\$295.00
\$100,001 - \$250,000	\$385.00	\$395.00
\$250,001 - \$500,000	\$585.00	\$595.00
\$500,001 - \$1,000,000	\$1,035.00	\$1,045.00
\$1,000,001 - \$1,500,000	\$1,535.00	\$1,545.00
\$1,500,001 - and above	\$2,035.00	\$2,045.00
Amendment to Active Special Permit	\$85.00	\$90.00
Request for Extention to Special Permit	\$60.00	\$95.00
Appeal as Person Aggrieved	\$85.00	\$95.00

**GENERAL CONDITIONS**

Building Permit Renewal (10% of original fee for 6 mo	\$100.00	\$115.00
Replacement of Building Sign Off Card	\$25.00	\$35.00
Building Commissioner Opinion Letter	\$50.00	\$55.00
Building Permit Amended (all departments)	\$50.00	\$55.00
Not Calling For Required Inspection (all departments)	\$50.00	\$55.00
Covering Work Without Inspection (all departments)	\$100.00	\$115.00
Removal of Stop Work Order (all departments)	\$200.00	\$210.00

COUNCIL ON AGING

	Current	Proposed
Refundable Deposit	\$150.00	\$160.00
Building Use Fee (day)		
Great Pond (entire room)	\$300.00	\$310.00
Long Pond (1/2 big room with kitchen)	\$225.00	\$235.00
Duck (1/2 big room - no kitchen)	\$225.00	\$235.00
Health Room	\$175.00	\$185.00
Conference Room	\$175.00	\$185.00
Building Use Fee (hour-up to 4 hours)		
Great Pond (entire room-per hour)	\$50.00	\$55.00
Long Pond (1/2 big room with kitchen-per hour)	\$50.00	\$55.00
Duck (1/2 big room no kitchen-per hour)	\$50.00	\$55.00
Health Room (per hour)	\$30.00	\$35.00
Conference Room (per hour)	\$30.00	\$35.00
Building Monitor	\$30.00	\$35.00
Lost or Missing Key	\$50.00	\$55.00



FIRE DEPARTMENT

	Current	Proposed
Smoke & CO Alarm (single family)	\$35.00	\$45.00
Smoke & CO Alarm (multi family-per unit)	\$35.00	\$45.00
Fire Alarm System Type 1 (per dwelling)	\$150.00	\$160.00
Fire Alarm System Type 2 (per dwelling)	\$100.00	\$110.00
Annual Fire Alarm Testing Certificate	\$35.00	\$45.00
Above/Below Ground Fuel Storage >660 gallons	\$300.00	\$310.00
Black Powder Permit	\$35.00	\$45.00
Smokeless Powder Permit	\$35.00	\$45.00
Blasting Permit (per day/site)	\$35.00	\$45.00
Cannon/Mortar Firing (per day/site)	\$35.00	\$45.00
Underground Tank Removal (per tank)	\$75.00	\$85.00
LPG Comp Gas; Propane (tank < 2000 gallons)	\$35.00	\$45.00
LPG Comp Gas; Propane (tank > 2000 gallons)	\$75.00	\$85.00
Oil Burner (per burner)	\$35.00	\$45.00
Fuel Oil (up to 660 gallons storage per tank)	\$35.00	\$45.00
Fix Chemical Gas Existing System (per system)	\$35.00	\$45.00
Sprinkler System (per system, less than 21 heads)	\$35.00	\$45.00
Sprinkler System (per system, 21-50 heads)	\$75.00	\$85.00
Sprinkler System (per system, 51 or more heads)	\$150.00	\$160.00
Standpipe System (per system)	\$35.00	\$45.00
Flammable Storage (per site)	\$35.00	\$45.00
Flammable Decorations Certificate (per sample)	\$35.00	\$45.00
Tank Truck Inspection (per truck)	\$35.00	\$45.00
Re-Inspection Fee (per inspection)	\$35.00	\$45.00
Copy of Reports	10. plus .20-.50 page	
Public Records Search (1 hour minimum)	25. per hour	
Fireworks Display (per day, display)	\$75.00	\$85.00
Theatrical Special Effects (per day, display)	\$75.00	\$85.00
Brush Burning Annual Permit (1/15 - 5/1)	\$15.00	\$25.00
Smoke & CO Alarm (property transfer, per dwelling)	\$35.00	\$45.00
Open Air Fires other than Brush Burning	\$35.00	\$45.00
Waste Oil Tanks (per tank)	\$35.00	\$45.00
Miscellaneous Inspection (per inspection)	\$35.00	\$45.00
Miscellaneous Permit	\$35.00	\$45.00
Self Service Gas Station Plan (per site)	\$150.00	\$160.00
Work Performed Without Permit (double permit fee) +	\$50.00	
Permit Replacement Fee (no photo)	\$10.00	\$20.00
Dumpster or Rubbish Container > 6 cubic yards	\$25.00	\$35.00
Double Wall Oil Tank Waiver Permit	\$100.00	\$110.00

## SHELLFISH

	Current	Proposed
Recreational		
Resident	\$50.00	\$60.00
Senior Resident	\$10.00	\$20.00
Seasonal Resident	\$30.00	\$40.00
Non Resident	\$200.00	\$210.00
Seasonal Non Resident	\$75.00	\$85.00
Commercial		
Adult	\$300.00	\$310.00
Junior	\$100.00	\$110.00
Senior	\$50.00	\$60.00
Replacement Fee	\$10.00	\$20.00
Eel Permit	\$3.00	\$3.00
Filing Fee (per grant,transfer)	\$5.00	\$5.00
Grant Fee (per acre or portion)	\$25.00	\$25.00

Town Clerk

	Current	Proposed
Marriage License	\$40.00	\$50.00
Burial Permit	\$10.00	\$10.00
Professional Registration	\$20.00	\$50.00
Voter/Resident Extracts (resident)		\$10.00
Voter/Resident Extracts (non)		\$15.00
Street Listing/Resident Book (resident)		\$15.00
Street Listing/Resident Book (non)		\$25.00
Vital Records Correction (non-clerical)	10.00 - 20.00	\$25.00
Entering Amendment/illegitimate/legitimized	\$20.00	\$25.00
Entering Delayed Record of Birth	\$20.00	\$25.00
Certificate of Marriage/married outside Commonwealth	\$10.00	\$20.00
Abstract Copy or Record of Birth	\$10.00	
Abstract Copy or Record of Marriage	\$10.00	
Abstract Copy or Record of Death	\$10.00	
Document Certification (True Copy Attest - First Page)	\$10.00	\$10.00
Document Certification (each subsequent page)	\$2.00	\$2.00
Pole Locations, etc	\$25.00	\$50.00
Written Instrument or Declaration of Trust	\$20.00	\$25.00
Certified Vital Records	\$10.00	\$15.00
Cerified Copy of Business Certificate	\$5.00	\$10.00
Raffle Permit (local)	\$5.00	\$10.00
Raffle Permit (out of town)		\$15.00
Flammable Storage Permit	\$10.00	\$25.00
Dog License (spayed/neutered)	\$5.00	\$10.00
Dog License (intact)	\$10.00	\$15.00
Personal Kennel License (4-5 dogs)		\$100.00
Personal Kennel License (6-10 dogs)		\$125.00
Personal Kennel License (>10 dogs)		\$150.00
Replacement Dog Tag	\$5.00	\$5.00
Commercial Boarding or Training Kennel		\$300.00
Commercial Breeder Kennel		\$300.00
Veterinary Kennel		\$150.00
Dog License Late Fee	\$10.00	\$50.00

Town of Wellfleet  
Police Department

March 10, 2015

To: Board of Selectmen  
From: Chief Ronald L. Fisette

Subject: SPECIAL POLICE OFFICERS APPOINTMENT

I request the following individual(s) be appointed as a Special Police Officer.


Appointment Period:            May 1, 2016 through June 30, 2017

Nicholas Daley

Kyle Kochanowicz

Desmond Keogh

Respectfully submitted for your information and consideration.



Ronald L. Fisette,  
Chief of Police

cc: Harry Terkanian, Town Administrator

Police Officer Position; Full Time [ ] Part Time [X]

Communications Position; Full Time [ ] Part Time [ ]

## WELLFLEET POLICE DEPARTMENT SUMMARY SHEET OF APPLICANT'S INFORMATION

Applicant's Name: Daley Nicholas Geist  
(Last) (First) (Middle)

**The following information is a summary of information provided as part of a 10 page application packet. The entire application is available for your review if you so desire.**

### I PERSONAL HISTORY

Address: 28 Nathan Walker Road  
(Number & Street)  
Harwich MA 02645  
(City/Town) (State) (Zip)

### II EDUCATION

	School Name, Address and Phone Number	Graduated Yes/No	Number of Years Attended	Degree	Major
High School	Nauset Regional High School 100 Cable Road, Eastham, MA 02642 508-255-1505	Yes	4	Diploma	
Undergraduate	Cape Cod Community College 2240 Iyannough Rd W. Barnstable, MA 02668	Yes	2	Associates	Criminal Justice
Undergraduate	Bridgewater State University 131 Summer St Bridgewater MA 02324 508-531-1000	Yes	2	Bachelors	Criminal Justice
Graduate					

- b. Have you attended or are attending a Reserve Police Academy? Yes [ X ] No [ ] If yes, give details to include completion date: Plymouth Police Academy 7/2015
- c. Have you attended or are attending a Full Time Police Academy? Yes [ ] No [ X ] If yes, give details to include completion date: \_\_\_\_\_
- d. Do you have a First Responder certificate? Yes [ X ] No [ ] Exp. Date: 7/2018
- e. Do you have a CPR certificate? Yes [ X ] No [ ] Exp. Date: 7/2017

f. List any special abilities, interests, sports or hobbies along with degrees of proficiency:

\_\_\_\_\_

g. List any special equipment or computer systems with which you have experience.

Police Dispatch & Police Records System

**III EMPLOYMENT HISTORY**

Dates		Name, Address and Telephone of Employment	Rates of Pay		Supervisor's Name and Title
From Mo./Yr.	To Mo./Yr.		Start	Finish	
5/2015	Present	Wellfleet Police Department Community Service Officer Relief Dispatcher			Lt. Michael Hurley
Reason for Leaving: N/A Still working					

Dates		Name, Address and Telephone of Employment	Rates of Pay		Supervisor's Name and Title
From Mo./Yr.	To Mo./Yr.		Start	Finish	
7/2008	1/2015	Shaws 9 West Rd Orleans MA 508-240-1021	\$8.25	\$10.00	John Colbert Customer Ser Manager
Reason for Leaving: College					

Dates		Name, Address and Telephone of Employment	Rates of Pay		Supervisor's Name and Title
From Mo./Yr.	To Mo./Yr.		Start	Finish	
6/2012	9/2012	Dennis Police Department Bob Crowell Rd, S. Dennis MA 02660 508-394-1313	\$11.00	\$11.00	Chief Peter Dimatteo
Reason for Leaving: Summer Employment					

b. Have you ever been disciplined or forced to resign because of misconduct or unsatisfactory employment? Yes [ ] No [ X ] If yes, give details:

\_\_\_\_\_

c. Are you eligible for rehire with each of your former employers? Yes [ X ] No [ ] If no, please explain: \_\_\_\_\_

Police Officer Position; Full Time [ ] Part Time [X]

Communications Position; Full Time [ ] Part Time [ ]

## WELLFLEET POLICE DEPARTMENT SUMMARY SHEET OF APPLICANT'S INFORMATION

Applicant's Name: Kochanowicz Kyle Steven  
(Last) (First) (Middle)

**The following information is a summary of information provided as part of a 10 page application packet. The entire application is available for your review if you so desire.**

### I PERSONAL HISTORY

Address: 49 Stone Ridge Road  
(Number & Street)  
Brewster MA 02631  
(City/Town) (State) (Zip)

### II EDUCATION

	School Name, Address and Phone Number	Graduated Yes/No	Number of Years Attended	Degree	Major
High School	Nauset Regional High School 100 Cable Road, Eastham, MA (508) 255-1505	Yes	4	Yes	N/A
Undergraduate	Cape Cod Community College 2240 Iyannough Rd, Barnstable MA	No	1	No	Criminal Justice
Graduate	N/A				
Other					

- b. Have you attended or are attending a Reserve Police Academy? Yes [X] No [ ] If yes, give details to include completion date:  
Plymouth Reserve Police Academy completed in January 2016
- c. Have you attended or are attending a Full Time Police Academy? Yes [ ] No [X] If yes, give details to include completion date: \_\_\_\_\_
- d. Do you have a First Responder certificate? Yes [X] No [ ] Exp. Date: 1/21/2019
- e. Do you have a CPR certificate? Yes [X] No [ ] Exp. Date: 1/21/2018

f. List any special abilities, interests, sports or hobbies along with degrees of proficiency:

Fish, Go to Beach, Boating, be with Friends

g. List any special equipment or computer systems with which you have experience.

N/A

**III EMPLOYMENT HISTORY**

Dates		Name, Address and Telephone of Employment	Rates of Pay		Supervisor's Name and Title
From Mo./Yr.	To Mo./Yr.		Start	Finish	
2013	Present	Brewster Mobil Station Route 6A, Brewster MA (508) 896-6334	\$9.00	\$10.00	Frank Mason Owner
Reason for Leaving: Current Employment					

Dates		Name, Address and Telephone of Employment	Rates of Pay		Supervisor's Name and Title
From Mo./Yr.	To Mo./Yr.		Start	Finish	
5/2012	9/2012	Northside Restaurant (Went out of Business)	\$9.00	\$9.00	Kate & Arthur Owners
Reason for Leaving: Went out of Business					

Dates		Name, Address and Telephone of Employment	Rates of Pay		Supervisor's Name and Title
From Mo./Yr.	To Mo./Yr.		Start	Finish	
Reason for Leaving:					

b. Have you ever been disciplined or forced to resign because of misconduct or unsatisfactory employment? Yes [ ] No [ X ] If yes, give details:

c. Are you eligible for rehire with each of your former employers? Yes [ X ] No [ ] If no, please explain: \_\_\_\_\_



Police Officer Position; Full Time [ ] Part Time [X]

Communications Position; Full Time [ ] Part Time [ ]

# WELLFLEET POLICE DEPARTMENT SUMMARY SHEET OF APPLICANT'S INFORMATION

Applicant's Name: Keogh Desmond  
(Last) (First) (Middle)

**The following information is a summary of information provided as part of a 10 page application packet. The entire application is available for your review if you so desire.**

## I PERSONAL HISTORY

Address: 109 Carriage Lane  
(Number & Street)  
Barnstable MA 02630  
(City/Town) (State) (Zip)

## II EDUCATION

	School Name, Address and Phone Number	Graduated Yes/No	Number of Years Attended	Degree	Major
High School	Westland Row School College of Commerce Dublin Ireland	Yes	5	Certificate	NA
Undergraduate					
Graduate					
Other					

- b. Have you attended or are attending a Reserve Police Academy? Yes [ X ] No [ ] If yes, give details to include completion date: Reserve Intermittent Police Officer Training Completion 7/12/2015
- c. Have you attended or are attending a Full Time Police Academy? Yes [ ] No [ X ] If yes, give details to include completion date: \_\_\_\_\_
- d. Do you have a First Responder certificate? Yes [ X ] No [ ] Exp. Date: 2017
- e. Do you have a CPR certificate? Yes [ X ] No [ ] Exp. Date: 2017

- f. List any special abilities, interests, sports or hobbies along with degrees of proficiency:  
Swimming, Motorcycle, Carpentry, Tennis, Cycling
- g. List any special equipment or computer systems with which you have experience.  
Apple/Mac

**III EMPLOYMENT HISTORY**

Dates		Name, Address and Telephone of Employment	Rates of Pay		Supervisor's Name and Title
From Mo./Yr.	To Mo./Yr.		Start	Finish	
6/2015	Present	Self Employed in Real Estate			N/A
Reason for Leaving:					

Dates		Name, Address and Telephone of Employment	Rates of Pay		Supervisor's Name and Title
From Mo./Yr.	To Mo./Yr.		Start	Finish	
3/2010	6/2015	Owned & Operated Cape Cod Scenic Tours			N/A
Reason for Leaving: Sold Business					

Dates		Name, Address and Telephone of Employment	Rates of Pay		Supervisor's Name and Title
From Mo./Yr.	To Mo./Yr.		Start	Finish	
3/1985	3/2010	Self Employed Carpentry Business			N/A
Reason for Leaving: Started the Tour Business on Cape cod					

- b. Have you ever been disciplined or forced to resign because of misconduct or unsatisfactory employment? Yes [ ] No [ X ] If yes, give details:  
 \_\_\_\_\_
- c. Are you eligible for rehire with each of your former employers? Yes [ ] No [ ] If no, please explain: N/A

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

Applicant: Amy A Ryan

Affiliation or Group: Ryan Environmental Group

Telephone Number: 518-269-9023

Mailing Address: 6A Edgewood Terrace

Castleton, New York 12033

Town Property to be used (include specific area) Newcomb Hallow Beach, Wellfleet, MA

Date(s) and hours of use: May 1-2, 2016 to be used for approximately one hour per day; 8-9am

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

We are a private Environmental Studies Group, and we would like to request a permit for the use of town property at Newcomb Hallow Beach. We would like to build a small temporary habitat to reenact an indigenous life style for educational purposes. There will be fourteen people involved in this activity. We will bring all of our own supplies required to build the temporary habitat. We will bring and use the following equipment; tarps, saplings, string, a saw and a shovel. When we are finished we will leave the area in pristine condition as if we were never there. We will be carpooling to the area and therefore there will be a minimum of cars at the beach parking area. There will be no food or beverage served at the site. We are a private study group and this educational project is not open to the public. There will be no fee charged by applicant.

Action by the Board of Selectmen:

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

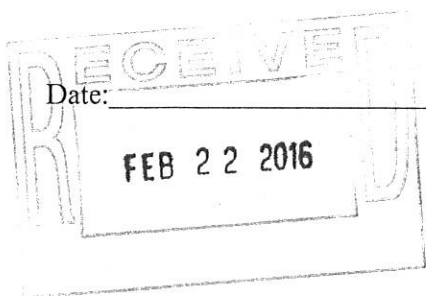
\_\_\_\_\_ Approved with the following condition(s): \_\_\_\_\_

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

Signatures of the Board

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

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




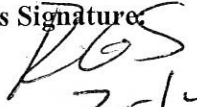
Date: \_\_\_\_\_



Processing Fee: paid


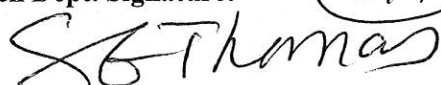
Fee: \_\_\_\_\_

(over)

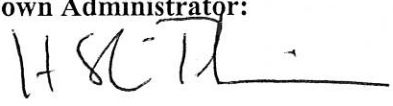
**APPLICANT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSPECTIONS**

<b>Health/Cons. Agent Signature:</b> 3/1/16  <b>Comments/Conditions:</b> OK <b>Permits/Inspections needed:</b>	<b>Inspector of Buildings Signature:</b>  <b>Comments/Conditions:</b> 3-1-16 OK <b>Permits/Inspections needed:</b>
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<b>Police Dept. Signature:</b> 2/23/16  <b>Comments/Conditions:</b> OK	<b>Fire Dept. Signature:</b> 2/24/16  <b>Comments/Conditions:</b> OK
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<b>DPW Signature:</b>  2/24/16 <b>Comments/Conditions:</b>	<b>Beach Dept. Signature:</b>  (OK) 3/2/16 <b>Comments/Conditions:</b> "Hollow" not "Hallow"
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	<b>Town Administrator:</b>  <b>Comments/Conditions:</b> 2015 \$100.00 event fee charged. #105 5 5 437
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recommended same fee, no conditions.

TOWN OF WELLFLEET  
APPLICATION FOR PERMIT TO USE TOWN OWNED PROPERTY

Applicant Henry Marcucella Facebook group: Trey Helliwell Remembered  
Affiliation or Group  
Telephone Number 617-201-4729 Mailing Address 266 Sidney Street  
Email address hmarcucella3@gmail.com Cambridge Ma 02139

Town Property to be used (include specific area) Whitecrest Beach parking lot on Ocean View Drive preferably on ocean side near designated no parking area

Date(s) and hours of use: Saturday June 25, 2016 5pm to 9pm with rain date: Saturday July 16, 2016 5pm to 9pm  
Saturday July 9, 2016 5pm to 9pm with rain date: Saturday July 23, 2016 5pm to 9pm

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

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

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

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

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

none Event uses public restrooms

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

Action by the Board of Selectmen:

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

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

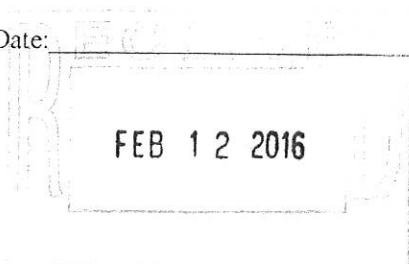
\_\_\_\_\_ Disapproved for following reason(s): \_\_\_\_\_

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

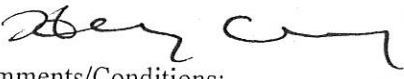
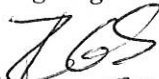
Processing Fee: 20.00 paid


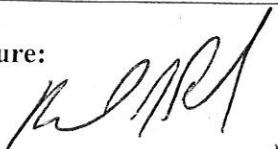
Fee: \_\_\_\_\_

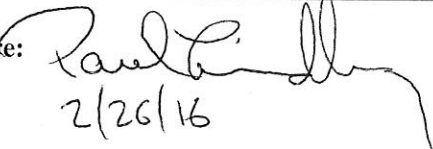

(over)

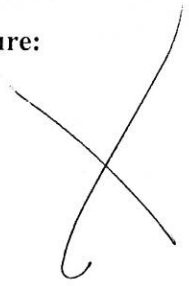
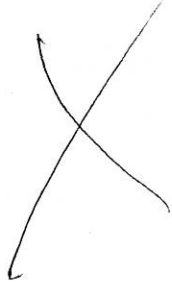


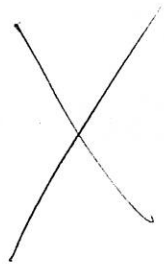
APPLICANT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSPECTIONS

<b>Health/Cons. Agent Signature:</b>  Comments/Conditions: Permits/Inspections needed:	<p>OK 3/1/16</p>	<b>Inspector of Buildings Signature:</b>  Comments/Conditions: Permits/Inspections needed:	<p>OK 3-1-16 OK</p>
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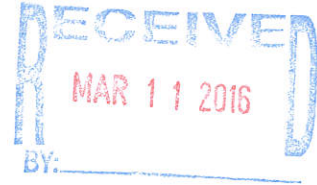
<b>Police Dept. Signature:</b>  Comments/Conditions: FYI Rain date 7/23 conflicts with surf competition - same as 2015 - not an issue	<p>OK</p>	<b>Fire Dept. Signature:</b>  Comments/Conditions:	<p>OK 2/23/16</p>
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<b>DPW Signature:</b>  2/26/16 Comments/Conditions: Trash and recycling is the responsibility of event staff.	<b>Beach Dept. Signature:</b>  3/2/16 Comments/Conditions: Same comment as DPW.
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<b>Shellfish Constable Signature:</b>  Comments/Conditions:	<b>Harbormaster Signature:</b>  Comments/Conditions:
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<b>Recreation Dept. Signature:</b>  Comments/Conditions:	<b>2015 Event Fee \$100.00</b> <b>Town Administrator:</b> In 2015 organizers provided portable toilets and was responsible for trash removal HSC 12
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To: Wellfleet Board of Selectmen  
From: Wellfleet Housing Authority  
Re: Request of BOS for Refunded CDBG monies  
Date: 3/11/16



A request of the Board of Selectmen to authorize the use of CDBG refunded monies to supplement the present rental assistance program.

In recent years the Wellfleet Housing Authority's rental assistance program has helped approximately 50 individuals and families with their housing needs. There are currently 10 individuals or families receiving assistance from this program. Several clients will soon run out of eligibility under the current program but have been determined to have a need for extended rental assistance.

The Wellfleet Housing Authority hereby requests \$75,000 in funding from the CDBG refunded monies to be disbursed over a period of three years for extended rental assistance to qualified applicants such as those referenced earlier. The requested amount includes administrative costs. The funds shall be administered by Bailey Boyd Associates under the guidelines established for their use.

Respectfully submitted,

Richard Ciotti  
Secretary



# TOWN OF WELLFLEET

300 MAIN STREET WELLFLEET MASSACHUSETTS 02667

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

[www.wellfleet-ma.gov](http://www.wellfleet-ma.gov)

BOARD OF  
SELECTMEN

TOWN  
ADMINISTRATOR

ASSISTANT  
TOWN ADMINISTRATOR

March 22, 2016

## DRAFT

Mr. Christopher D. Doley, Chief  
NOAA Restoration Center, NOAA Fisheries  
1315 East West Highway, Rm. 14873  
Silver Spring, MD 20910

ATTN: NOAA Coastal and Marine Habitat Restoration Project Applications

Re: Community-based Restoration Program Coastal and Marine Habitat Restoration Grants  
Funding Opportunity Number: NOAA-NMFS-HCPO-2016-2004800

Dear Mr. Doley:

The community of Wellfleet, elected officials and the Town administration continue to strongly support the restoration of the Herring River Estuary to its pre-1909 condition when the river was diked and normal tidal flow restricted, resulting in degradation of the historically vibrant tidal marsh.

The funding provided by NOAA previously under the 2013-2015 Coastal and Marine Habitat Restoration Project Grant, when combined with other federal, state and private funding, has allowed environmental and engineering studies to advance to nearly complete permit ready design of key infrastructure features. The Final Environmental Statement is scheduled to be published in June with a Record of Decision to follow. Additional funding is required to complete the permit ready designs and related later this year, with construction, depending on funding, to begin in 2018-2019.

The Town commits to the continued participation of Town elected officials and staff to work in close partnership with the other project proponents and Friends of Herring River as we move into this next phase of project activities.

We strongly endorse the application of Friends of Herring River and encourage NOAA to continue its support of this project by including it among the successful applicants to the NOAA Coastal and Marine Habitat Restoration Program.

Sincerely,

Paul Pilcher  
Chair, Wellfleet Board of Selectmen





# TOWN OF WELLFLEET

300 MAIN STREET WELLFLEET MASSACHUSETTS 02667

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

[www.wellfleet-ma.gov](http://www.wellfleet-ma.gov)

BOARD OF  
SELECTMEN

TOWN  
ADMINISTRATOR

ASSISTANT  
TOWN ADMINISTRATOR

February 12, 2013

Mr. Christopher D. Dooley, Chief  
NOAA Restoration Center, NOAA Fisheries  
1315 East West Highway, Rm. 14873  
Silver Spring, MD 20910  
ATTN: NOAA Coastal and Marine Habitat Restoration Project Applications

Re: FY 2013 Coastal and Marine Habitat Restoration Project Grants, Funding Opportunity Number:  
NOAA-NMFS-HCPO-2013-2003587

Dear Mr. Dooley:

The community of Wellfleet, elected officials and the Town administration strongly support the restoration of the Herring River Estuary to its pre-1909 condition when the river was diked. The Herring River, along with its flood plain, tributary streams and estuarine habitats within Wellfleet Harbor was once the largest tidal river and estuary complex on the Outer Cape. Restoration of the tidal connection between Herring River and the marine environment will reestablish a functional and healthy estuarine system with all of its accompanying environmental, social, economic values.

We are about to begin the development of a detailed restoration plan that will include all remaining design, engineering and permitting activities needed to implement the project. We strongly endorse the application of Friends of Herring River, an independent non-profit, to NOAA that will support the essential tasks as described in their application.

The Town is prepared to support Friends of Herring River in this project with in-kind match contributions of municipal employee time and resources devoted specifically to this work up to \$115,000 over the next three years.

We are hopeful that NOAA will select this project for funding so that we can further advance our restoration efforts.

Sincerely,

Berta Bruinooge  
Chair, Wellfleet Board of Selectmen



# Town of Chatham

Office of the Selectmen

Town Manager

549 Main Street

Chatham, MA 02633



Jill R. Goldsmith  
TOWN MANAGER  
[jgoldsmith@chatham-ma.gov](mailto:jgoldsmith@chatham-ma.gov)

## MEMORANDUM

Tel: (508) 945-5105  
Fax: (508) 945-3550  
[www.chatham-ma.gov](http://www.chatham-ma.gov)

TO: Honorable Cape Cod Selectmen and Councilors

FROM: Jill R. Goldsmith, Chatham Town Manager

DATE: March 10, 2016

SUBJECT: Monomoy National Wildlife Refuge; Update

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Very shortly we expect the US Fish and Wildlife Service (FWS) will finalize – via filing of a Record of Decision- and implement its new Comprehensive Conservation Plan (CCP) for the Monomoy National Wildlife Refuge. The Town of Chatham submitted lengthy comments, as did the Massachusetts Office of the Attorney General, opposing the FWS claim of jurisdiction and ownership over open waters and submerged lands on the western side of the Refuge. These near shore submerged lands are owned by the Commonwealth and together the Town and the Commonwealth have successfully managed resource utilization in this area for decades.

If the FWS claim is allowed to stand, it would forever cede ownership and management authority over the submerged lands and open waters to the FWS, abrogating the Town's and Commonwealth's historical authority. In other words, our fishermen and everyone else who uses these resources for recreational enjoyment and commercial enterprise would be subject to FWS authority and limitations on resource utilization. Chatham's elected officials profoundly disagree with this "taking" and have, therefore, determined to do everything possible to fight the FWS claim. The MA Attorney General has similarly conveyed in formal comments its objection to the FWS claim.

Because litigation is extremely costly and time consuming, members of Chatham's Board of Selectmen have met with our Federal elected officials to request that they sponsor legislation clarifying the Refuge boundary as an alternative to litigation. The legislative boundary clarification would simply codify that the Refuge boundary ends at mean low water on the western side. At this point we have not yet received a commitment from the Federal delegation to sponsor the legislation so we are asking all Cape towns to support our request for this solution by sending the attached letter. With your support, we are hopeful legislation will be introduced and advanced in Congress. Thank you in advance for your continued support.

cc: Chatham Board of Selectmen

*Attachment*



# TOWN OF WELLFLEET

300 MAIN STREET WELLFLEET MASSACHUSETTS 02667

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

[www.wellfleetma.org](http://www.wellfleetma.org)

## DRAFT

March 22, 2016

The Honorable Elizabeth A. Warren  
317 Hart Senate Office Bldg.  
Washington, DC 20510

The Honorable William R. Keating  
315 Cannon House Office Bldg.  
Washington, DC 20515

The Honorable Edward J. Markey  
255 Dirksen Senate Office Bldg.  
Washington, DC 20510

The Honorable Niki Tsongas  
1714 Longworth House Office Bldg.  
Washington, DC 20515

Dear Senators and Representatives:

We are writing in support of the request from the Town of Chatham (Town) and the Massachusetts Attorney General's Office that the U.S. Fish and Wildlife Service (Service) withdraw its illegal ownership claim over the submerged lands and open waters on the western side of Monomoy Island. The Service's new Comprehensive Conservation Plan for the Monomoy Refuge (Refuge) includes this unfounded claim. For decades the Town, and the Commonwealth, have been excellent stewards of the natural resources in that area and there is no valid justification for the Federal Government to engage in this taking.

If the Service continues with this claim, we understand that Chatham will request your sponsorship of legislation clarifying the western boundary of the Refuge as ending at mean low water. The Board of Selectmen of the Town of Wellfleet want you to know that we strongly support Chatham's request.

The Refuge is a natural treasure important to all of Cape Cod and the region and the Service has done a good job managing it. That is no justification, however, for the federal government to expand its ownership claim beyond Monomoy Island to the open waters and submerged lands.

We understand that the Attorney General's Office and Chatham are exploring the legal recourses available to them. However, litigation is very costly and a waste of taxpayer dollars at the local, state, and federal level especially if there is an alternative solution available. It should not be necessary for Chatham, or the Commonwealth, to engage in a potentially extensive legal battle with the federal government over lands illegally taken which is why the Wellfleet Board of Selectmen supports a legislative solution. Legislation would permanently resolve this dispute and eliminate any possibility of the issue arising in future Refuge management plan revisions.

We very much hope that you will support the Town of Chatham and agree to champion legislation to clarify the Refuge's boundary.

Sincerely,

Paul Pilcher, Chairman,  
Wellfleet Board of Selectmen

Dear Selectmen and Mr. Terkanian -

I request a slot on your March 22, 2016 agenda to review and seek your approval of the attached Conservation Restriction (CR) to be granted by the Wellfleet Conservation Trust (WCT) to the Wellfleet Conservation Commission (ConsCom) on the property called the Link Lot on Drummer Cove. This is a conventional CR procedure which we have successfully used on other properties, such as the Head of Duck Creek, when WCT has been able to qualify to receive State Partnership Grants. Although the State requires the grant of a CR to a qualified holder (ConsCom is), this fits nicely into our effective partnership between WCT and the ConsCom to jointly own and manage important conservation properties in Wellfleet.

This lot was acquired by WCT at the end of December 2015 after a very successful public capital campaign and successful grants from the state (pending) and three other private grant making institutions. The \$85,000 state grant is pending until the CR is consummated.

Your approval is required before we can submit the document for final approval by the Secretary for Energy and Environment of the Commonwealth. This document has been reviewed by the Secretary's staff and approved as to form. It has been accepted and approved by the ConsCom who have recommended it to you. I plan on attending your meeting and will be available to respond to any questions you may have.

By way of background, this is the same lot for which the Open Space Committee was seeking approval of the CPC recommended funding at the last Town Meeting, contingent on a state LAND grant.

Please advise if you have any questions. My telephone number is shown below.

Subsequent to your approval, **I request your signatures on the approval form at Page 15** on the attached CR.

Thank you  
Denny O'Connell, Wellfleet Conservation Trust  
508-349-2162

**Grantor: Trustees of the Wellfleet Conservation Trust**  
**Grantee: Town of Wellfleet**  
**Property Address: 170 Pond Avenue, Wellfleet MA**  
**Grantor's title: Deeds Book 29360 Page 94**

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### CONSERVATION RESTRICTION

R. Dennis O'Connell, Marcia D. Seeler, Richard Ciotti, Virginia G. Page, Donald Palladino, William Iacuesa, Susan H. Anthony, Mary Rogers, Gary J. Joseph, Peter R. Hall, Deborah Freeman, Susan Quigley, A. Mark Gabriele, and Dwight Estey, as **TRUSTEES of the WELFLEET CONSERVATION TRUST**, under a Declaration of Trust dated September 5, 1984, and recorded with the Barnstable County Registry of Deeds in Book 4811 Page 281, as amended, and in the Barnstable County Land Registration Office as Document No. 430,081 on Certificate of Title No. 109592, as amended, with a mailing address of P.O. Box 84, Wellfleet, MA 02667, its successors and assigns holding any interest in the Premises as hereinafter defined ("Grantor"), for nominal consideration, grants to **THE TOWN OF WELFLEET**, a Massachusetts municipal corporation, with a principal place of business at 300 Main Street, Wellfleet, Massachusetts, 02667, acting by and through its Conservation Commission, by authority of M.G.L. c.40, s.8C, its successors and permitted assigns ("Grantee"), with quitclaim covenants, **IN PERPETUITY** and exclusively for conservation purposes, the following described **CONSERVATION RESTRICTION**, on the entirety of three tracts of vacant land, totaling approximately 0.76 acres, located in the Town of Wellfleet, County of Barnstable, Commonwealth of Massachusetts, said parcel being described in Exhibit "A" and shown on Exhibit "A-1" both of which are attached hereto, said parcel hereinafter referred to as the "Premises."

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

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

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WHEREAS, the Massachusetts Natural Heritage and Endangered Species Program has identified the extensive Indian Neck to Lieutenant Island salt marsh system of Wellfleet Harbor as a Rare Species Habitat and Exemplary Natural Community and Estimated Habitat for Rare Wetlands Wildlife (particularly for the Threatened Diamondback Terrapin); and,

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 identified the Drummer Cove area as part of the Wellfleet Harbor “Noteworthy” Scenic Landscape in the Massachusetts Landscape Inventory; and,

WHEREAS, in 2010, the Massachusetts Department of Fish and Game and The Nature Conservancy’s Massachusetts Program published a report entitled *BioMap2: Preserving the Diversity of Massachusetts in a Changing World*, which identified Core Habitat areas “critical for the long-term persistence of rare species and other Species of Conservation Concern, as well as a wide diversity of natural communities and intact ecosystems across the Commonwealth,” and identified Critical Natural Landscape areas that complement Core Habitat areas; and,

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

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

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

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

WHEREAS, the Town of Wellfleet developed an Open Space and Recreation Plan (1998), which identified the town’s natural resource needs and established goals, including:

- Protect Wellfleet Harbor fisheries and recreational uses and scenic quality [by]...protecting land within watershed (map 20);
- Acquire, retain, preserve and protect a maximum of open space for the community and its natural and wildlife habitats (p.74);

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- Focus efforts on protection of lands adjacent to existing conservation land and lands within scenic and historic areas (p. 79); and,

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

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

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

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

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

- To preserve important natural habitats;
- To preserve a scenic view, e.g., a “window to the sea;”
- To protect marine water quality;
- To preserve and protect a trail, shoreline or beach;
- To prevent or limit construction in areas of natural resource value; and,

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

1. is comprised of pine-oak maritime woodlands habitat and fringing salt marsh in an Area of Critical Environmental Concern;
2. lies within an MNHESP Priority Habitat Area for rare species;
3. abuts a BioMap2 Core Habitat and Critical Natural Landscape;
4. lies within the Statewide Land Conservation Plan;
5. overlooks Drummer Cove’s Noteworthy Landscape;
6. is within an Area of Concern for Land Conservation;
7. lies within a Significant Natural Resources Area of the Regional Policy Plan;
8. maintains the Town of Wellfleet’s rural character and protects a trail along the shoreline and provides a public scenic view over salt water; and,
9. 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,



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WHEREAS, the Commonwealth of Massachusetts awarded a discretionary, competitive Conservation Partnership grant to the Grantor of \$85,000 in FY2016 to help the Grantor to purchase the Premises, owing to the environmental significance of the Premises; 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, the Town of Wellfleet has in recent years come under increasing pressure for development, and such development can destroy or otherwise severely impact the open character, natural resources, and scenic beauty of the area; and,

WHEREAS, the Grantor 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 consists of a municipality that is qualified to hold restrictions in perpetuity; and,

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

WHEREAS, the Grantee agrees by accepting this grant to honor the intentions of the Grantor stated herein and to preserve and protect in perpetuity the above-mentioned Conservation Values of the Premises for the benefit of this generation and the generations to come.

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

The terms of this Conservation Restriction are as follows:

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

- 1) Construction or placing or allowing to remain of any temporary or permanent building, structure, facility or improvement, including but not limited to any dwelling unit or habitable living space, tennis court, landing strip, mobile home, swimming pool, asphalt or concrete pavement, solar array, antenna, tower, windmill, water tower, water storage tank, well, or other structure or facility on, under or above the Premises;
- 2) Mining, excavating, or removing from the Premises of soil, loam, peat, gravel, sand, rock or other mineral resource or natural deposit from the Premises;

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- 3) Placing, filling, storing or dumping on the Premises of soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, tree cuttings generated off-site, waste or other substance or material whatsoever;
- 4) Cutting, removing or otherwise destroying trees, grasses or other vegetation;
- 5) Activities detrimental to drainage, water or soil conservation, erosion control or the quality of surface or ground water;
- 6) Any commercial recreation, commercial agriculture, or business or industrial use; any animal husbandry or horse paddocking or stables, paddocks, grazing areas or enclosures and the storage or dumping of manure or other animal wastes;
- 7) Hunting or trapping;
- 8) Any use inconsistent with conservation;
- 9) The use, parking or storage of motorcycles, motorized trail bikes, snowmobiles and all other motor vehicles, except as necessary by police, firemen or other governmental agencies in carrying out their lawful duties;
- 10) Activities detrimental to archaeological and historic resources, including but not limited to earth moving and the alteration of historic stone walls/cellar holes/features. An activity shall not be deemed to be detrimental to archaeological and historic resources if a description of the proposed activity and its location is submitted in writing with a plan of land (or assessors map) and a USGS map with the Premises outlined thereon, to Massachusetts Historic Commission ("MHC") and MHC issues a letter stating that the proposed activity is not within a resource area or is determined to not have an adverse effect on said resources;
- 11) Conveyance of a part or portion of the Premises alone, or division or subdivision of the Premises (as compared to conveyance of the Premises in its entirety which shall be permitted), it being the intent to keep the Premises in single ownership;
- 12) All development rights in the Premises are terminated and extinguished by this Conservation Restriction; and the Premises may not be used for the purpose of calculating the amount of Grantor's or any other land available for additional subdivision or calculating the building requirements on this or any other land owned by the Grantor or any other person; and,
- 13) Any other use of the Premises, which will materially impair its conservation values or purposes.

B. Reserved Rights. Notwithstanding the provisions of Section A above, the following uses and activities are permitted, but only if such uses and activities do not materially impair the purposes of this Conservation Restriction:

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- 1) The installation of temporary and permanent boundary monuments delineating the Premises; and the erection and maintenance of small signs and educational kiosks with respect to hunting, trespass, identity of Grantor and Grantee, the protected conservation values, and similar signs, so long as such signage is consistent with the purposes of this Conservation Restriction. Signage will be subject to any applicable regional or local approvals;
- 2) Active measures taken in order to prevent unauthorized dumping;
- 3) The creation, modification, use and abandonment of an upland foot trail, said trail shall not exceed six (6) feet in width and shall not be paved, and an informal foot trail between the toe of the coastal bank and the salt marsh;
- 4) The erection and maintenance of simple sitting benches;
- 5) The erection and maintenance of wooden split-rail or comparable open-faced (i.e., sight-pervious) fencing, no more than three (3) feet in height and designed so as not to impede free wildlife passage, in connection with the creation and maintenance of a foot trail and for boundary delineation purposes;
- 6) The right to control and remove invasive species in a manner designed to affect the targeted species and to avoid damage to non-target species and water quality;
- 7) In consultation with the Grantee, the pruning or cutting down of live trees and other vegetation as necessary to control or prevent an identified disease, infestation or other hazard to the health of the trees, and to create and maintain trails, all in conformance with accepted silvicultural management practices;
- 8) The clean-up of trees felled by storms across authorized trails including the orderly stacking of logs resulting from said clean-up, though it is preferred that some deadfall remain as den trees;
- 9) With Grantee's prior written permission, measures designed to restore native biotic communities, or to maintain, enhance or restore wildlife, wildlife habitat, or rare or endangered species;
- 10) The right to conduct archaeological activities, including without limitation archaeological research, surveys, excavation and artifact retrieval, but only (a) after written notification to and approval by Grantee, and (b) in accordance with an archaeological field investigation plan prepared by or on behalf of the Grantor and approved in advance of such activity, in writing, by the MHC State Archaeologist as required by Massachusetts General Laws. A copy of the results of any scientific investigation on the Premises is to be provided to the Grantee. Plans for restoration of the site of any archaeological activity shall be submitted to the Grantee in advance of restoration, and such restoration shall be conducted only in accordance with a plan approved by the Grantee; and,

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- 11) Any work undertaken in conjunction with the reserved rights mentioned above in this Section B. shall seek to minimize disturbance within the Premises and, to the extent possible, shall seek to avoid areas within BioMap2. Upon completion of any site work performed in conjunction with this Section B., any disturbed areas shall be restored substantially to match the conditions with respect to soil material, grade, and vegetated ground cover that existed prior to said work.

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

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

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

D.1. Proceeds. The Grantor and the Grantee agree that the grant of this Conservation Restriction gives rise to a property right, immediately vested in the Grantee, with a value that is equal to ten percent (10%) of the fair market value. For the purposes of this paragraph, said proportionate value shall remain constant. Proceeds must first be applied to satisfy the terms of any gift, grant or funding requirement. Grantee shall use any proceeds like a continuing trust for purposes similar to those set forth herein.

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

E. Access. The Conservation Restriction hereby conveyed does not grant to the Grantee, to the public generally, or to any other person any right to enter upon the Premises, except as otherwise provided herein, and except that there is hereby granted:

- 1) To the public, the right to enter the Premises, during the hours between sunrise and sunset, for passive recreation purposes only and subject to the terms of this Conservation Restriction and to reasonable rules of the Grantor. Visitors may be ejected at any time by the Grantor for failure to abide by such rules; and,
- 2) To the Grantee and its representatives are granted the right to enter the Premises (a) after reasonable notification, at reasonable times and in a reasonable manner for the purpose of inspecting the same to determine compliance with the provisions of this Conservation Restriction; and (b) after thirty (30) days prior written notice, to take any and all actions with respect to the Premises as may be necessary or appropriate, with or without order of court, to remedy, abate or enforce any violation hereof unless the Grantor has prior to the expiration of said thirty (30) days given written notice to the Grantee reasonably addressing all alleged violations and setting forth a reasonable plan to remedy any such alleged violation and has made reasonable efforts to cease the activity or to begin remediation.

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.

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

Grantee shall not, however, have the right to bring an action against Grantor with respect

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

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

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

G. Acts Beyond Grantor's Control. Nothing contained in this Conservation Restriction shall be construed to entitle the Grantee to bring any action against the Grantor, for any injury to or change in the Premises resulting from causes beyond the Grantor's control, including, but not limited to, fire, flood, storm, natural erosion, or from any prudent action taken by the Grantor, under emergency conditions to prevent, abate, or mitigate significant injury to the Premises resulting from such causes. Notwithstanding the foregoing, nothing herein shall preclude Grantor's and Grantee's rights to pursue any third party for damages to the Premises from vandalism, trespass, or any other violation of the terms of this Conservation Restriction. In the event of damage to the Premises from acts beyond Grantor's control, if Grantor and Grantee mutually agree that it is desirable that the Premises be restored, Grantor and Grantee will cooperate in attempting to restore the Premises if feasible.

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

The benefits of this Conservation Restriction shall run to the Grantee, shall be in gross

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and shall not be assignable by the Grantee, except in the following instances from time to time:

- (i) Grantor gives its prior approval to such assignment in writing, which approval shall not be unreasonably withheld,
- (ii) as a condition of any assignment, the Grantee requires that the purpose of this Conservation Restriction continue to be carried out,
- (iii) the assignee, at the time of assignment, qualifies under Section 170(h) of the Internal Revenue Code of 1986, as amended, and applicable regulations thereunder, and under Section 32 of Chapter 184 of the General Laws as a donee eligible to receive this Conservation Restriction directly; and,
- (iv) the Grantee complies with the provisions required by Article 97 of the amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

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

J. Termination of Rights and Obligations. Notwithstanding anything to the contrary contained herein, the rights and obligations under this Conservation Restriction of any party holding an interest in the Premises terminate upon transfer of that party's interest, except that liability for acts or omissions occurring prior to the transfer, and liability for the transfer itself if the transfer is a violation of this Conservation Restriction, shall survive the transfer. Any new owner of the Premises may be held responsible for existing violations made by prior owners of the Premises.

K. Estoppel Certificates. Upon request by the Grantor, the Grantee shall, upon thirty (30) days notice, execute and deliver to the Grantor any document, including an estoppel certificate, which certifies the Grantor's compliance with any obligation of the Grantor contained in this Conservation Restriction, and which otherwise evidences the status of this Conservation Restriction as may be requested by the Grantor.

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

diminish the conservation values of the Premises, and shall not affect its perpetual duration.

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

N. Miscellaneous Provisions

- 1) Controlling Law. The interpretation and performance of this Conservation Restriction shall be governed by the laws of the Commonwealth of Massachusetts.
- 2) Construction. Any general rule of construction to the contrary notwithstanding, this Conservation Restriction shall be liberally construed in favor of its purposes. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purposes of this 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 shall to any extent be held invalid, the remainder shall not be affected.
- 4) Entire Agreement. This obligation sets forth the entire agreement of the parties with respect to the Conservation Restriction and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Conservation Restriction, all of which are merged herein.
- 5) Joint Obligation. The obligations imposed by this Conservation Restriction upon the parties that together comprise "Grantor" shall be joint and several.
- 6) Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.
- 7) Excise. No Massachusetts deed excise tax stamps are required by Chapter 64D, Section 1, as a municipality is a party to this instrument.

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



*LINK LOT CONSERVATION RESTRICTION*  
*Wellfleet, MA*

Attached hereto and incorporated herein are the following:

Signatures:

Grantor – Wellfleet Conservation Trust  
Grantee - Town of Wellfleet  
Town of Wellfleet Board of Selectmen  
Secretary, MA Executive Office of Energy and Environmental Affairs

Exhibits:

- A. Legal Description of the Premises
- A-1. CR Sketch Plan
- B. Baseline Study

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

*LINK LOT CONSERVATION RESTRICTION  
Wellfleet, MA*

**Grantor:**

At a meeting duly held on \_\_\_\_\_ 2016, the Wellfleet Conservation Trust voted to grant the foregoing Conservation Restriction to the Town of Wellfleet and this grant is not a conveyance of all or substantially all of the assets of the Grantor.

\_\_\_\_\_  
R. Dennis O'Connell, President & Trustee  
Wellfleet Conservation Trust

\_\_\_\_\_  
Donald Palladino, Treasurer & Trustee  
Wellfleet Conservation Trust

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COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

\_\_\_\_\_, 2016.

Then personally appeared the above-named R. Dennis O'Connell, President & Trustee of the Wellfleet Conservation Trust, and Donald Palladino, Treasurer & Trustee of the Wellfleet Conservation Trust, 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 is duly authorized to act on behalf of said Trust, and further acknowledged the foregoing instrument to be the free act and deed of said Trust, before me.

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

*LINK LOT CONSERVATION RESTRICTION*  
*Wellfleet, MA*

ACCEPTANCE OF GRANT

At a public meeting held on \_\_\_\_\_, 2016, the Conservation Commission of the Town of Wellfleet, Massachusetts voted to accept, by authority of M.G.L. c. 40 Section 8C, the foregoing Conservation Restriction from the Wellfleet Conservation Trust.

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

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss. \_\_\_\_\_, 2016

Then personally appeared the above-named \_\_\_\_\_, the person whose name is signed on the document and proved to me through satisfactory evidence of identification, which was personal knowledge of identity, and who being by me duly sworn did say that he is the chair of the Conservation Commission and acknowledged the foregoing instrument to be his/her free act and deed on behalf of the Town of Wellfleet Conservation Commission, before me.

\_\_\_\_\_  
Notary Public  
My commission expires:

APPROVAL OF SELECTMEN

At a public meeting duly held on \_\_\_\_\_, 2016, the Selectmen of the Town of Wellfleet, Massachusetts voted to approve the acceptance of the grant of this Conservation Restriction from the Wellfleet Conservation Trust to the Wellfleet Conservation Commission, pursuant to M.G.L. Chapter 40, Section 8C, and also voted to approve, pursuant to M.G.L. Chapter 184, Section 32, the foregoing Conservation Restriction from The Compact of Cape Cod Conservation Trusts, Inc..

TOWN OF WELLFLEET  
BOARD OF SELECTMEN

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

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss. \_\_\_\_\_, 2016.

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:

*LINK LOT CONSERVATION RESTRICTION*  
*Wellfleet, MA*

APPROVAL BY SECRETARY OF ENERGY AND ENVIRONMENTAL AFFAIRS  
COMMONWEALTH OF MASSACHUSETTS

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

Date: \_\_\_\_\_, 2016

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

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss. \_\_\_\_\_, 2016.

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

\_\_\_\_\_  
Notary Public  
My commission expires:

*LINK LOT CONSERVATION RESTRICTION  
Wellfleet, MA*

CONSERVATION RESTRICTION  
on Land owned by  
Wellfleet Conservation Trust  
in Wellfleet, Massachusetts

EXHIBIT A  
Description of the Premises

The Premises subject to this Conservation Restriction is located in the Town of Wellfleet, County of Barnstable, Commonwealth of Massachusetts, and comprises approximately 0.76 acres of land, more or less, and is all of the land shown as:

**PARCEL I:** All of the land shown as Lot 6A and Lot 7B on Plan Book 643 Page 28; and,

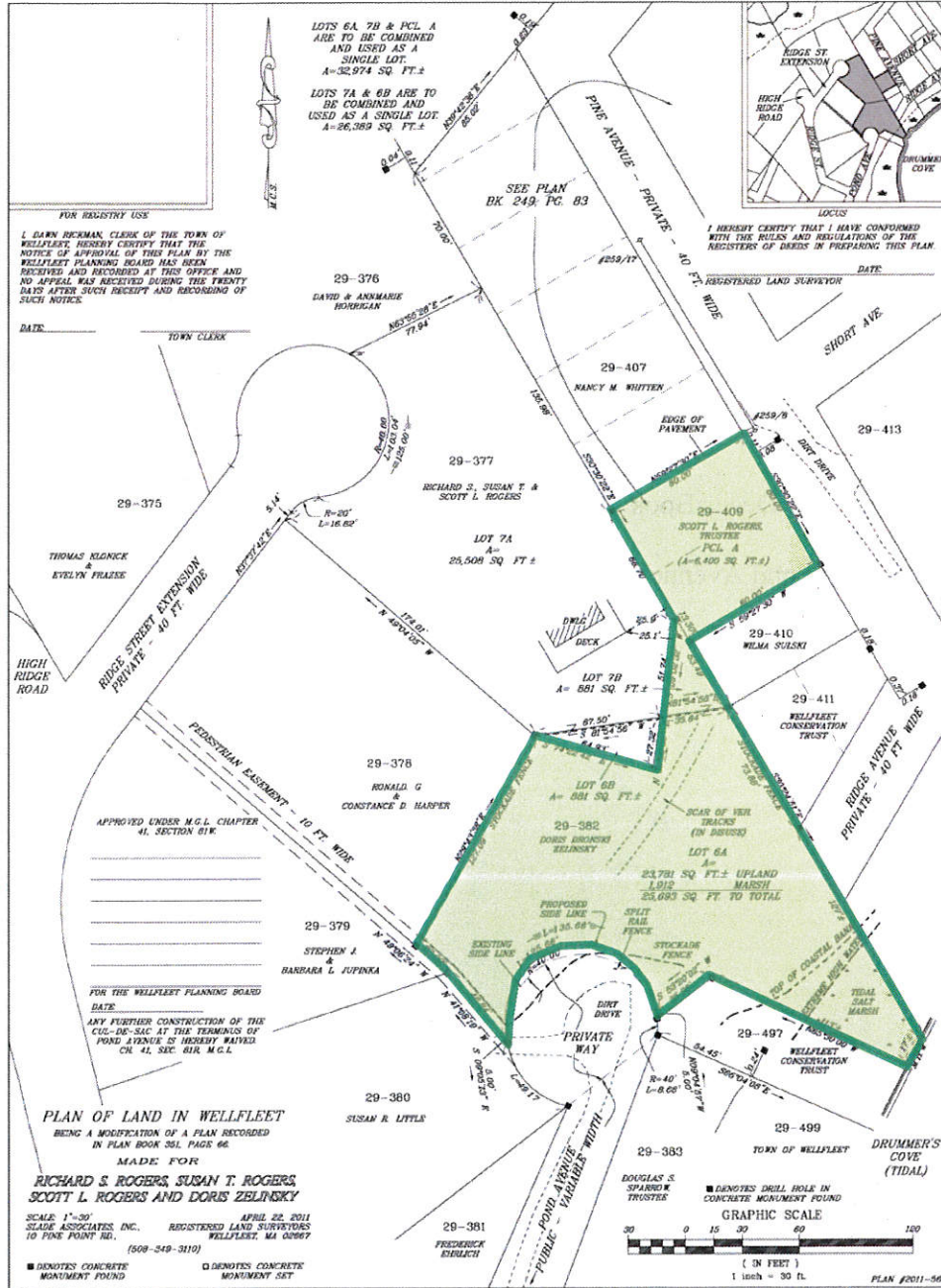
**PARCEL II:** All of the land shown as "Scott L. Rogers, Trustee, Pcl. A (A= 6400 s.f.+/-) on Plan Book 643 Page 28.

For Grantor's title, see Deeds Book 29360 Page 94.

Street Address: 170 Pond Avenue, Wellfleet MA.

LINK LOT CONSERVATION RESTRICTION  
Wellfleet, MA

EXHIBIT A-1  
SKETCH OF THE PREMISES



1/18/2016

## *Town of Wellfleet Committee Vacancies*

Date: March 17, 2016  
To: Harry Terkanian  
From: Jeanne Maclauchlan  
Re: Appointments to Town Boards

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

### **Bike & Walkways Committee (5 Members)**

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

### **Board of Health (5 members)**

Vacant Positions	Appointing Authority	Length of Term
1 Position	Board of Selectmen	3 years
Requesting Appointment: <b>One application on file</b>		

### **Board of Water Commissioners (5 members)**

Vacant Positions	Appointing Authority	Length of Term
1 Position	Board of Selectmen	2018 - length of term
Requesting Appointment: No applications on file		

### **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
2 Positions	Board of Selectmen	1 year
Requesting Appointment: No applications on file		

### **Cape Light Compact Governing Board (1 member, 1 alternate)**

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



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

Vacant Positions	Appointing Authority	Length of Term
4 Positions	Board of Selectmen	3 years

Requesting Appointment: No applications on file

**Cultural Council** (no more than 22 members)

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

Requesting Appointment: No applications on file

**Energy Committee** (11 members total)

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

Requesting Appointment: No applications on file

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

Vacant Positions	Appointing Authority	Length of Term
1 Alternate Position	Town Moderator	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	3 years

Requesting Appointment: **One application on file**

**Planning Board** (7 members)

Vacant Positions	Appointing Authority	Length of Term
1 Position	Board of Selectmen	5 years

Requesting Appointment: No applications on file

**Recreation Committee** (5 members)

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

Requesting Appointment: No applications on file

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

Vacant Positions	Appointing Authority	Length of Term
1 Position	Board of Selectmen	3 years
1 Alternate Position		

Requesting Appointment: No applications on file