



Wellfleet Selectboard

Note: Start Time of 6pm

The Wellfleet Selectboard will hold a public meeting on **Tuesday, January 12, 2021, at 6:00 p.m.** **This meeting will be held via Zoom Video Conference** in accordance with the temporary suspension and enhancement of the Open Meeting Law requirements by Governor Baker. Instructions for a Zoom video conference meeting which also allows phone dial-in are given below:

1. Watch a livestream on Wellfleet's YouTube Channel located at the following link:
www.youtube.com/c/wellfleettownmedia.
2. Join the meeting hosted in Zoom by using the following link:
<https://us02web.zoom.us/j/84075685035?pwd=U2d2L1FSWXV6RFNyQnJVNU1UL1gvZz09>
3. Audio, video, chat, and screen sharing functions will be disabled during the public session. Request to participate by using the "raise hand" function. **Meeting ID: 840 7568 5035 | Passcode: 229238**
 - a. Raise hand in smartphone app – touch bottom of your screen and select "more" - hit "raise hand" button
 - b. Raise hand on computer – hit "participants" button on bottom of screen – hit "raise hand" button on bottom of participants panel
 - c. Please make sure you properly identify yourself before speaking, rename yourself by selecting the participants button and choosing "more" (or by holding down on your name on a smartphone app) and selecting "rename" - full, legal names only.
 - d. Please join the meeting on time.
4. You may also listen to the meeting by calling in on a phone to +1 929 205 6099 and enter **Meeting ID: 840 7568 5035 | Passcode: 229238** Landline callers can participate by **dialing *9 to raise their hand**.
5. You may submit questions and comments to the Town using the following email:
executive.assistant@wellfleet-ma.gov Comments made during the meeting via e-mail will be sent to Selectboard members AFTER the meeting.
6. Meeting materials are attached to this agenda, available online at Wellfleet-ma.gov. It is recommended that phone participants access materials in advance of the meeting.
7. **Please follow the following general instructions:**
 - a. Keep your phone muted at all times when not talking; no one is allowed to unmute themselves during the meeting.
 - i. Selectboard meetings are NOT interactive. If public comments are allowed that's all, comments only, not questions.
 - ii. If the Chair is allowing comments during the meeting the number of comments will be limited and may be **no longer than one minute**.
 - b. Do not use speakerphone; do not use Bluetooth devices; mute all background noise.
 - c. Please do not speak until the Chair asks for public comments or questions and you have been recognized by the moderator and unmuted.
 - d. After the business section is complete no public comments are permitted. Future agenda items are from the Selectboard, no one else.
8. 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 Comments

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

- II. Public Hearings**
 - A. Beach regulations – Suzanne Thomas
 - B. Comcast License Renewal
 - C. Barnstable County Information Technology Contract Renewal
 - D. Amend Seasonal Liquor License Van Rensselaer’s
 - E. Closure of Bait and Tackle
- III. Licenses**
 - A. Renewal of Annual Liquor Licenses [Principal Clerk]
- IV. Board/Committee Appointments and Updates**
 - A. Steve Oliver – Planning board
 - B. Steve Blanchard – Rights of Public Access
 - C. Conflict of Interest Disclosure for Ryan Curley
- V. Business**
 - A. Summer Officer Program Chief Hurley
 - B. Wellfleet Affordable Housing Trust Town Counsel Request Harry Terkanian
 - C. Harbor Management Plan John Riehl
 - D. Spring Tax insert for Shellfish Department
 - E. Fuel Efficient Vehicle Policy – Ryan Curley
 - F. Obtaining Legal Opinions – Ryan Curley
 - G. Accounting update; Selectboard Investigation
- VI. COVID-19 Updates and Recommendations**
- VII. Selectboard Reports**
- VIII. Town Administrator’s Report**
- IX. Topics for Future Discussion**
- X. Correspondence and Vacancy Reports**
 - A. Letter to Selectboard from Bradley Sverid
 - B. Letter to Selectboard from Planning Board
 - C. Letter to Selectboard from Bill Dugan
- XI. Adjournment**



SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: January 12, 2021

II

PUBLIC HEARING(S) – A

REQUESTED BY:	Suzanne Thomas Director of Wellfleet Beaches
DESIRED ACTION:	Amend Beach Rules and Regulations
PROPOSED MOTION:	I move to approve the amended beach rules and regulations
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____

**TOWN OF WELLFLEET
BEACH RULES AND REGULATIONS**

**Amended 12/18/00, 02/24/03, 01/27/04, 05/11/04, 06/13/06, 06/26/07, 03/24/09, 1/26/10,
2/22/11, 8/14/2012, 2/26/2013, 4/22/2014, 5/10/2016, 4/11/2017, 1/23/2018, 6/11/2019,
12/8/2020**

1. Authority

The Board of Selectmen of the Town of Wellfleet, MA, has adopted the following rules and regulations pertaining to the use of all Town-owned landing places and beaches within the Town of Wellfleet pursuant to the provisions of Mass. General Laws, Chapter 88, Section 19, Chapter 21, subsection (1) and Chapter 90B, Section 15(b) and any amendments thereof.

2. Purpose and Intent

The purpose and intent of these regulations is to establish requirements for the orderly use of the bathing beaches and associated parking areas owned by the Town of Wellfleet to protect the health and safety of the public and to preserve and protect the resource areas covered by these regulations. A list of the applicable bathing beaches within the Town of Wellfleet is attached hereto and incorporated by reference herein.

3. Definitions

“**Summer season**” is the period between the third Saturday in June through Labor Day between the hours of 9:00 am and 5:00 pm. (amended 02/27/07)

“Town owned beaches and landings requiring stickers

[Newcomb Hollow](#)
[Cahoon Hollow](#)
[White Crest Beach](#)
[Maguire Landing at LeCount Hollow](#)
[Gull Pond](#)
[Long Pond](#)
[Great Pond](#)
[Duck Pond](#)
[Burton Baker Beach](#)
[Indian Neck](#)
[Powers Landing](#)
[Duck Harbor](#)
[Terminus of Chequessett Neck Road, aka The Gut](#)

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4. Parking

Any motor vehicle parked at a Town landing place or beach or on Nauset Road in the marked area during the summer season must clearly display a valid parking permit.

B. The permit must be attached to the upper part of the exterior of the rearmost side window on the driver’s side of the vehicle.

C. Any motor vehicle without a rear side window shall clearly display its permit on the upper portion

of the driver's side window.

D. Vehicles with removable tops and windows may place the sticker in the lower left corner of the windshield in front of the driver.

DE. Parking permits will not be issued to Dealer Plates.

EF. Parking without a valid permit may be authorized only by the Director of Community Services. (amended 02/24/03, 01/27/04, 11/20/09)

FG. All Town landing places and beaches shall be closed to parking between the hours of midnight and one half hour before sunrise each day from June 1 to October 1 except to those persons actively engaged in fishing.

GH. No trailers or overnight campers are allowed to park in beach areas or Town parking areas between midnight and one half hour before sunrise from June 1 to October 1, except for those persons actively engaged in fishing.

5. Prohibitions

A. Fishing or surf casting, water skiing and use of personal watercraft are prohibited within 500 feet of all Town landing areas during the summer season. Personal watercraft are prohibited in any Town-owned parking lots or on any Town- owned beaches (amended 01/27/04)

B. Surfing is prohibited during the summer season on the guarded portion of the beaches at Newcomb Hollow, Cahoon Hollow or Maguire Landing at LeCount Hollow when the lifeguards are on duty. Surfing is permitted during the summer season on the guarded portion of the beach at White Crest. (amended 03/24/06)

C. Hang gliding and para-gliding are prohibited at any Town beach or landing, adjacent dunes and parking lots from April 15th through October 1. (amended 06/26/07)

D. Using, launching, landing or operating an unmanned aircraft from, above or on land, or waters associated with any of the Town of Wellfleet bathing beaches is prohibited at all times by private individuals and entities except as approved in writing by the Town Administrator. The term "unmanned aircraft" means a device that is used or intended to be used for flight in the air without the possibility of direct human intervention from within or on the device and the associated operational elements and components that are required for the pilot or system or system operator in command to operate or control the device (such as cameras, sensors, communication links). This term includes all types of devices that meet this definition (e.g. model airplanes, quadcopters, drones) that are used for any purpose including recreation or commerce.

E. Garbage, litter and recycling of all kinds must be deposited in the specified containers or carried from the area with you.

F. The use of soap, shampoo, detergents or cleaning substances is prohibited in all fresh water ponds.

G. All persons using Town beaches at any time shall be properly attired.

H. No rafts or other floatation devices may be used at any ocean beach without the permission of the lifeguard(s) on duty during the summer season. (amended 01/27/04)

H. Climbing on all dunes and coastal banks is prohibited except along designated access routes to the

beach.

I. Alcoholic beverages [and the consumption thereof](#) are prohibited on all Town property. (General By-Laws, Article VII, Section 19)

6. Animals

A. No domesticated animals [are allowed to may](#) be left in any parked vehicles in any beach parking lot or in any beach area or on Nauset Road during the summer season.

B. The owner or person in charge of any domesticated animal that defecates on any Town of Wellfleet owned property shall promptly remove the fecal matter and dispose of it in a place where it will not cause pollution either directly or indirectly of any pond, wetland, groundwater or coastal water.

C. All domesticated animals must be leashed at all times on Town beaches and landings between May 15th and October 15th.

D. Domesticated animals are not allowed on the lifeguarded portions of Newcomb Hollow, Cahoon Hollow, White Crest and Maguire Landing at LeCount Hollow between the hours of 9am and 5pm during the summer season except to walk from the parking lot to a point beyond the end of the guarded beach.

E. Domesticated animals are never allowed on the following salt water beaches and landings: Burton Baker, Indian Neck and Nauset Road, Mayo Beach and Powers Landing.

F. Domesticated animals shall be kept away from bathers at all town landings and beaches at all times.

G. Domesticated animals are not allowed in the following freshwater ponds or on the beaches of these ponds: Gull Pond, Long Pond, Great Pond, Duck Pond, Higgins Pond, the Sluiceway, Spectacle Pond, or Dyer Pond from May 15th through October 15th. (amended 03/24/09)

7. Lessons and Events

A. Permission to Use Town Property must be obtained from the Wellfleet [Board of Selectmen Selectboard](#) to use a Town beach or landing for the purposes of:

- giving lessons of any kind
- conducting canoe or kayak tours
- [holding events](#)
- [dropping off rental equipment which includes but is not limited to canoes, kayaks and SUP Boards.](#)

Liability insurance naming the Town of Wellfleet as an additional insured in the amount of \$1,000,000 is required. A fee may be required by the [Board of Selectmen Selectboard](#). All surfing lessons and surfing competitions shall be limited to White Crest Beach and adjacent parking lots. (amended 06/13/06, 03/24/09)

B. Activities at Gull Pond are limited to:

- a. Swimming Lessons conducted by the Recreation Department
- b. Extended Day Summer Recreation conducted by the Recreation Department
- e. ~~Supervised canoe and kayak tours by the Cape Cod National Seashore or by the Mass~~ [Audubon](#)

8. Enforcement Penalties

A. Whoever violates any provision of these rules and regulations may, in the discretion of officers of Wellfleet Police Department, the Director of Community Services, Harbormaster, Assistant Harbormaster, Shellfish Constable, Deputy Shellfish Constables and Animal Control Officer be penalized by a non-criminal complaint pursuant to the provisions of M.G.L Chapter 40, Section 21D and be subject to a fine according to the schedule listed below. If the payment for such a fine is not received by the Town within three weeks from the date of the violation, the violator shall lose the right to obtain or use a Wellfleet Beach Fire Permit or a Wellfleet Beach Parking Permit until such time that the fine and any attendant interest are fully paid. A violation of each specific rule or regulation shall be deemed a separate offense, and each day on which a violation occurs or continues shall be deemed a separate offense, subject to the penalties stated herein. (03/24/09, 1/26/10, 8/14/2012, June 11, 2019)

Schedule of Fines

First Offense:	Written Warning
Second Offense:	\$ 75
Third and each subsequent offense	\$125
No Beach Permit	\$75
Unauthorized Beach Permit	\$75
Beach Parking Regulations	\$75
Handicapped Parking	\$300

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Section 6 Animal Violation Schedule of Fines

First Offense	\$50
Second Offense	\$100
Third Offense	\$300
Fourth or subsequent offense	\$500

MGL Part 1, Title XX, Chapter 140 Section 173A

Beach

- Beach Permit - Resident
- Seasonal
- Two Week Visitor
- One Week Visitor
- Three Day Visitor
- Daily Parking Fee

	2011	2012	2013	2014	2015
Beach Permit - Resident	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 25.00
- Seasonal	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00
- Two Week Visitor	\$ 130.00	\$ 130.00	\$ 140.00	\$ 140.00	\$ 150.00
- One Week Visitor	\$ 75.00	\$ 75.00	\$ 80.00	\$ 80.00	\$ 85.00
- Three Day Visitor	\$ 40.00	\$ 40.00	\$ 45.00	\$ 45.00	\$ 50.00
Daily Parking Fee	\$ 10.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00

- Beach Permit - Resident
- Seasonal
- Two Week Visitor
- One Week Visitor
- Three Day Visitor
- Daily Parking Fee

	2016	2017	2018	2019	2020
Beach Permit - Resident	\$ 25.00	\$ 25.00	\$ 25.00	\$ 30.00	\$ 30.00
- Seasonal	\$ 250.00	\$ 250.00	\$ 250.00	\$ 300.00	\$ 300.00
- Two Week Visitor	\$ 150.00	\$ 160.00	\$ 170.00	\$ 170.00	\$ 180.00
- One Week Visitor	\$ 85.00	\$ 85.00	\$ 90.00	\$ 90.00	\$ 95.00
- Three Day Visitor	\$ 50.00	\$ 50.00	\$ 55.00	\$ 55.00	\$ 60.00
Daily Parking Fee	\$ 20.00	\$ 20.00	\$ 20.00	\$ 30.00	\$ 30.00

PROPOSED FEES

- Beach Permit - Resident
- Seasonal
- Two Week Visitor
- One Week Visitor
- Three Day Visitor
- Daily Parking Fee

	2021	2022	2023	2024	2025
Beach Permit - Resident	\$ 30.00	\$ 30.00	\$ 35.00	\$ 35.00	\$ 35.00
- Seasonal	\$ 300.00	\$ 325.00	\$ 325.00	\$ 350.00	\$ 350.00
- Two Week Visitor	\$ 180.00	\$ 190.00	\$ 190.00	\$ 200.00	\$ 200.00
- One Week Visitor	\$ 95.00	\$ 100.00	\$ 100.00	\$ 105.00	\$ 105.00
- Three Day Visitor	\$ 60.00	\$ 65.00	\$ 65.00	\$ 70.00	\$ 70.00
Daily Parking Fee	\$ 30.00	\$ 30.00	\$ 30.00	\$ 30.00	\$ 30.00

The traditional pattern is to raise Resident Stickers once every five years and to raise Visitor stickers every other year.



SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: January 12, 2021

II

PUBLIC HEARING(S) - B

REQUESTED BY:	Mike Trovato Assistant Town Administrator
DESIRED ACTION:	Renew License for Comcast Contract
PROPOSED MOTION:	I move to renew the Comcast License Contract
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____

DRAFT

RENEWAL

CABLE TELEVISION LICENSE

FOR

**THE TOWN OF WELLFLEET,
MASSACHUSETTS**

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WELLFLEET RENEWAL LICENSE

INTRODUCTION

WHEREAS, Comcast of Southern New England, Inc., (hereinafter "Licensee"), is the duly authorized holder of a renewal license to operate a cable television system in the Town of Wellfleet, Massachusetts (hereinafter the "Town"), said license having commenced on November 20, 2009;

WHEREAS, Licensee filed a written request for a renewal of its license by letter dated March 13, 2017 in conformity with the Cable Communications Policy Act of 1984 ("Cable Act") and filed a renewal proposal dated July 19, 2019;

WHEREAS, there has been an opportunity for public comment, as required by Section 626(h) of the Cable Act;

WHEREAS, the Issuing Authority has determined that the financial, legal, and technical ability of Licensee is reasonably sufficient to provide services, facilities, and equipment necessary to meet the future cable-related needs of the community, and desires to enter into this Renewal License with Licensee for the construction and continued operation of a cable system on the terms and conditions set forth herein; and

WHEREAS, the Town's Administrator, as the Issuing Authority, finds that Licensee has complied with the terms of its previous license.

NOW THEREFORE, after due and full consideration, the Issuing Authority and Licensee agree that this Renewal License is issued upon the following terms and conditions:

ARTICLE 1
DEFINITIONS

SECTION 1.1 - DEFINITIONS

For the purpose of this Renewal License, capitalized terms, phrases, words, and abbreviations shall have the meanings ascribed to them in the Cable Communications Policy Act of 1984, as amended from time to time, 47 U.S.C. §§ 521 et seq. (the “Cable Act”), and Massachusetts General Laws Chapter 166A (M.G.L.c.166A), as amended from time to time, unless otherwise defined herein.

(a) Access Provider – shall mean the person, group or entity, for non-profit, designated by the Issuing Authority for the purpose of operating and managing the use of Public, Educational and Governmental Access funding, equipment and channels on the cable television system in accordance with this Renewal License and 47 U.S.C. 531.

(b) Basic Cable Service – shall mean the lowest tier of service which includes the retransmission of local television broadcast signals.

(c) Cable Act – shall mean the Cable Communications Policy Act of 1984, Public Law No. 98-549, 98 Stat. 2779 (1984), 47 U.S.C. 521 et. seq., amending the Communications Act of 1934, as further amended by the 1992 Cable Consumer Protection and Competition Act, Public Law No. 102-385 and the Telecommunications Act of 1996, Public Law No. 104-458, 110 Stat. 56 (1996) and as may be further amended.

(d) Cable Division – shall mean the Competition Division of the Massachusetts Department of Telecommunications and Cable established pursuant to Massachusetts General Laws Chapter 166A (M.G.L. Chapter 166A) or its successor

(e) Cable Service – shall mean the one-way transmission to subscribers of (i) video programming, or (ii) other programming service, and subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

(f) Cable System or System – shall mean the facility owned, constructed, installed, operated and maintained by Licensee in the Town of Wellfleet, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designated to provide cable service which includes video programming and which is provided to multiple subscribers within a community, but such term does not include (a) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (b) a facility that serves subscribers without using any public right-of-way; (c) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Cable Act, except that such facility shall be considered a cable system (other than for purposes of section 621(c) of the Cable Act) to the extent such facility is used in the transmission of video programming directly to subscribers unless the extent of such use is solely to provide interactive on-demand services; or (d) an open video system that complies with section 653 of this title, or (e) any facilities of any electric utility used solely for operating its electric utility systems.

(g) Drop – shall mean the coaxial cable that connects a home or building to the Subscriber Network

(h) Effective Date – shall mean November 1, 2020

(i) FCC – shall mean the Federal Communications Commission or any successor governmental entity.

(j) Franchise Fee – shall mean the payments to be made by Licensee to the Issuing Authority, the Town of Wellfleet and or any other governmental subdivision, such as an Access Provider, which shall have the meaning as set forth in Section 622(g) of the Cable Act.

(k) Gross Annual Revenues – means the Cable Service revenue derived by the Grantee from the operation of the Cable System in the Franchise Area to provide Cable Services, calculated in accordance with generally accepted accounting principles (“GAAP”). Cable Service revenue includes monthly basic, premium and pay-per-view video fees, leased access fees, advertising and home shopping revenue, installation fees and equipment rental fees. Gross Revenue shall not include refundable deposits, bad debt,

late fees, investment income, programming launch support payments, advertising sales commissions, nor any taxes, fees or assessments imposed or assessed by any governmental authority.

(l) Issuing Authority – shall mean the Town Administrator of the Town of Wellfleet, Massachusetts, or the lawful designee thereof.

(m) Licensee – shall mean Comcast of Southern New England, Inc., or any successor or transferee in accordance with the terms and conditions in this Renewal License.

(n) License Fee – shall mean the payments to be made by Licensee to the Issuing Authority, the Town of Wellfleet and or any other governmental subdivision, which shall have the meaning as set forth in M.G.L.c. 166A, § 9.

(o) Modulator shall mean CATV modulator or equivalent device used for video signal transport.

(p) Multichannel Video Programming Distributor – shall mean a person such as, but not limited to, a cable operator, a multichannel multipoint distribution service, a direct broadcast satellite service, or a television receive-only satellite program distributor, who makes available for purchase, by subscribers or customers, multiple channels of video programming.

(q) Normal Operating Conditions – shall mean those service conditions which are within the control of the Franchisee. Those conditions which are not within the control of the Franchisee include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of the Franchisee include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the Cable System.

(r) Outlet – shall mean an interior receptacle that connects a television set to the Cable Television System.

(s) PEG Access User – shall mean a Person utilizing the Cable Television System, including all related facilities for purposes of production and/or transmission of PEG Access Programming as opposed to utilization solely as a Subscriber.

(t) Person – shall mean any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for profit, but shall not mean the Issuing Authority.

(u) Public, Educational and Government (PEG) Access Programming – shall mean non-commercial programming produced by any Wellfleet residents or organizations, schools and government entities and the use of designated facilities, equipment and/or channels of the Cable System in accordance with 47 U.S.C. 531 and this Renewal License.

(v) Public Buildings – shall mean those buildings owned or leased by the Issuing Authority for municipal government administrative purposes, and shall not include buildings owned by Issuing Authority but leased to third parties or buildings such as storage facilities at which government employees are not regularly stationed.

(w) Public Way – shall mean the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, way, lane, public way, drive, circle or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the Issuing Authority in the Town of Wellfleet, which shall entitle Licensee to the use thereof for the purpose of installing, operating, repairing, and maintaining the Cable System. Public Way shall also mean any easement now or hereafter held by the Issuing Authority within the Town of Wellfleet for the purpose of public travel, or for utility or public service use dedicated for compatible uses, and shall include other easements or rights-of-way as shall within their proper use and meaning entitle Licensee to the use thereof for the purposes of installing, operating, and maintaining Licensee's Cable System over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and pertinent to the Cable System.

(x) Renewal License or License – shall mean this Agreement and any amendments or modifications in accordance with the terms herein.

(y) Signal – shall mean any transmission which carries Programming from one location to another.

(z) Standard Installation – shall mean the standard one hundred fifty foot (150') aerial Drop connection to the existing distribution system.

(aa) Subscriber – shall mean a Person or user of the Cable System who lawfully receives Cable Service with Licensee's express permission.

(ab) Subscriber Network – shall mean the trunk and feeder signal distribution network over which video and audio signals are transmitted to Subscribers.

(ac) Town – shall mean the Town of Wellfleet, Massachusetts.

(ad) Trunk and Distribution System – shall mean that portion of the Cable System for the delivery of Signals, but not including Drop Cable(s) to Subscriber's residences.

(ae) Video Programming or Programming – shall mean the programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

ARTICLE 2

GRANT OF RENEWAL LICENSE

SECTION 2.1 - GRANT OF RENEWAL LICENSE

(a) Pursuant to the authority of M.G.L. c. 166A, and the Cable Act the Issuing Authority hereby grants a non-exclusive Renewal License to Comcast of Southern New England, Inc., a Delaware Corporation, authorizing and permitting Licensee to construct, operate and maintain a Cable System in the Public Way within the municipal limits of the Town of Wellfleet. Nothing in this License shall be construed to prohibit Licensee from offering any service over its Cable System that is not prohibited by federal or state law.

(b) This Renewal License is granted under and in compliance with the Cable Act and M.G.L.c. 166A, and in compliance with all rules and regulations of the FCC and the Cable Division in force and effect during the period for which this Renewal License is granted.

(c) Subject to the terms and conditions herein, the Issuing Authority hereby grants to Licensee the right to construct, upgrade, install, operate and maintain a Cable System within the Public Way.

SECTION 2.2 - TERM: NON-EXCLUSIVITY [SEE M.G.L.c. 166A §3(d) and 13]

The term of this non-exclusive Renewal License shall be for a period of ten (10) years and shall commence on December 1, 2020, following the expiration of the current license, and shall expire at midnight on November 30, 2030.

SECTION 2.3 - POLE AND CONDUIT ATTACHMENT RIGHTS [SEE M.G.L.c. 166 §22-25]

Pursuant to M.G.L.c. 166, §§22-25, permission is hereby granted to Licensee to attach or otherwise affix including, but not limited to cables, wire, or optical fibers comprising the Cable System to the existing poles and conduits on and under public streets and ways, provided Licensee secures the permission and consent of the public utility companies to affix the cables and/or wires to their pole and conduit facilities. By virtue of this License the Issuing Authority grants Licensee equal standing with power and telephone utilities in the manner of placement of facilities on Public Ways.

SECTION 2.4 - RENEWAL [SEE M.G.L.c. 166A §13]

(a) In accordance with the provisions of federal law, M.G.L.c. 166A, § 13 and applicable regulations, this Renewal License shall be subject to additional renewals for the periods not to exceed ten (10) years or such other periods as allowed by law.

(b) In accordance with applicable law, any such renewal or renewals shall be upon mutual written agreement by Licensee and the Issuing Authority and shall contain such modified or additional terms as Licensee and the Issuing Authority may then agree.

SECTION 2.5 - RESERVATION OF AUTHORITY

Nothing in this Renewal License shall (A) abrogate the right of the Issuing Authority to perform any public works or public improvements of any description, (B) be construed as a waiver of any codes or ordinances of general applicability and not specific to the Cable System, Licensee, or this License, or (C) be construed as a waiver or release of the rights of the Issuing Authority in and to the Public Ways. This License is a contract and except as to those changes which are the result of the Issuing Authority's lawful exercise of its general police power, the Issuing Authority may not take any unilateral action which materially changes the explicit mutual promises in this License. Any changes to this License must be made in writing signed by the Licensee and the Issuing Authority. Any conflict between this License and any Issuing Authority ordinance or regulation that is not generally applicable, shall be resolved by a Court of appropriate jurisdiction. Notwithstanding any other provision of this License, Licensee reserves the right to challenge provisions of any ordinance, rule, regulation, or other enactment of the Issuing Authority that conflicts with its contractual rights under this License, either now or in the future.

SECTION 2.6 - NON-EXCLUSIVITY OF LICENSE

(a) Licensee acknowledges and agrees that the Issuing Authority reserves the right to grant one or more additional licenses or other authorizations to other Cable Service providers or wireline based video service providers within the Town for the right to use and occupy the Public Ways or streets within the

Issuing Authorities jurisdiction. If any such additional or competitive license or other authorization is granted by the Issuing Authorities which, in the reasonable opinion of Licensee, contains more financially favorable or less burdensome terms or conditions than this Renewal License, including, but not limited to: franchise fees; payment schedules, insurance; system build-out requirements; performance bonds or similar instruments; public, education and government access channels and support; customer service standards; required reports and related record keeping; and notice and opportunity to cure breaches; the Issuing Authority agrees that it shall amend this Renewal License to include any more favorable or less burdensome terms or conditions.

(b) In the event an application for a new cable television license or other authorization is filed with the Issuing Authority, proposing to serve the Town, in whole or in part, the Issuing Authority shall serve a copy of such application upon any existing Licensee or incumbent cable operator by registered or certified mail or via nationally recognized overnight courier service within a reasonable time thereafter.

(c) To the extent allowed by applicable law(s), the grant of any additional cable television license(s) or other authorization shall be on equivalent terms and conditions as those contained in this Renewal License.

(d) The issuance of additional license(s) shall be subject to all applicable federal and state laws, including M.G.L.c. 166A and applicable regulations promulgated thereunder.

(e) In the event that Licensee believes that any additional license(s) or other authorization has been granted on terms or conditions more favorable or less burdensome than those contained in this Renewal License, the Issuing Authority shall convene a public hearing on such issue, within not more than thirty (30) days of receipt of a hearing request from Licensee. Along with said written request, Licensee shall provide the Issuing Authority with written reasons for its belief. At the public hearing, the Issuing Authority shall afford Licensee an opportunity to demonstrate that any such additional license(s) or other authorization are on terms more favorable or less burdensome than those contained in this Renewal License. Licensee shall provide the Issuing Authority with such financial or other relevant information as is reasonably requested.

(f) Should Licensee demonstrate that any such additional license(s) or other authorizations have been granted on terms and conditions more favorable or less burdensome than those contained in this Renewal License, the Issuing Authority shall make equitable amendments to this Renewal License within a reasonable time.

(g) In the event that Licensee demonstrates that an existing or future Cable Service provider or wireline based video service provider in the Town has been provided relief by the Issuing Authority from any obligation of its license, then Licensee shall be awarded an equivalent amount of relief from the material obligations herein. Such relief shall be in writing and in the form of an amendment to this License. The Issuing Authority shall convene a public hearing on the issue within sixty (60) days of Licensee's notification to the Issuing Authority requiring such relief, unless otherwise mutually agreed to. License shall provide reasons for its belief in the notification. At the public hearing, the Issuing Authority shall afford Licensee an opportunity to demonstrate that any existing or future service providers in the Town have been provided relief by the Issuing Authority from any obligation of its cable television license or other similar lawful authorization. Licensee shall provide the Issuing Authority with such financial or other relevant information as is reasonably requested to justify its belief; provided, however, that the parties' counsel mutually and reasonably deem said information is non-proprietary.

ARTICLE 3

SYSTEM SPECIFICATIONS AND CONSTRUCTION

SECTION 3.1 - AREA TO BE SERVED [SEE M.G.L.c. 166A §3(a)]

(a) Licensee shall upon request make Cable Service available to every residential dwelling unit within the Town where the minimum density is at least fifteen (15) dwelling units per aerial mile and twenty (20) dwelling units per underground mile providing however, that any request for plant extension is measured from the existing Trunk and Distribution System and Licensee is able to obtain from property owners any necessary easements and/or permits in accordance with Cable Act. Licensee shall make service available to multiple dwelling units (MDU) upon request and where economically feasible and providing that Licensee is able to obtain from the property owners any necessary easements, permits and agreements to provide Service to said MDU. Subject to the density requirement, Licensee shall upon request offer Cable Service to all new homes or previously unserved homes located within one hundred fifty feet (150') of Licensee's Trunk and Distribution System. For non-Standard Installations Licensee shall offer said Service within ninety (90) days of a Subscriber requesting such for aerial installations and one hundred eighty (180) days, weather permitting, of a Subscriber requesting such for underground installations. With respect to areas of the Town which are currently served by Licensee from a contiguous cable television system or currently unserved but could be served by abutting Town(s) served by Licensee, Licensee shall have the option to serve such areas from its cable television system in such abutting Town.

(b) Installation costs shall conform with the Cable Act. Any dwelling unit within an aerial one hundred fifty feet (150 ft.) of the Trunk and Distribution System shall be entitled to a Standard Installation rate in accordance with applicable federal and state laws. Underground installs are considered non-standard installations. All non-standard installations shall be provided at a rate established by the Licensee in accordance with applicable federal and state laws.

(c) Provided Licensee has at least ninety (90) days' prior written notice concerning the opening of residential subdivision trenching, or of the installation of conduit for the location of utilities, it shall install

its cable in such trenching or conduits or may seek permission to utilize alternative trenching or conduits within a comparable time frame. If a substantial quantity of cable is required for a large subdivision and said quantity is not in stock, Licensee shall be allowed additional time for said installation. The Issuing Authority, or its designee, shall exercise reasonable efforts to have the Planning Board and developers give timely written notice of trenching and underground construction to Licensee. Developer shall be responsible for the digging and back-filling of all trenches.

SECTION 3.2 - SUBSCRIBER NETWORK

Licensee shall maintain a Cable Television System, fully capable of providing Cable Service in accordance with applicable law.

SECTION 3.3 - PARENTAL CONTROL CAPABILITY

(a) Pursuant to applicable law, upon request, and at no separate, additional charge, Licensee shall provide Subscribers with the capability to control the reception of any channel on the Cable System.

(b) The Issuing Authority acknowledges that the parental control capability may be part of a converter box and Licensee may charge Subscriber for use of said box.

SECTION 3.4---EMERGENCY ALERT OVERRIDE CAPACITY

Licensee shall comply with the FCC's Emergency Alert System ("EAS") regulations.

ARTICLE 4

TECHNOLOGICAL AND SAFETY STANDARDS

SECTION 4.1 - SYSTEM MAINTENANCE [SEE M.G.L.c. 166A §5]

(a) In installing, operating and maintaining equipment, cable and wires, Licensee shall avoid damage and injury to trees, structures and improvements in and along the routes authorized by the Issuing Authority, except as may be approved by the Issuing Authority if required for the proper installation, operation and maintenance of such equipment, cable and wires.

(b) The construction, maintenance and operation of the Cable System for which this Renewal License is granted shall be done in conformance with all applicable state and federal laws, ordinances, codes and regulations of general applicability and the rules and regulations of the FCC as the same exist or as same may be hereafter changed or amended.

(c) Operating and maintenance personnel shall be trained in the use of all safety equipment and the safe operation of vehicles and equipment. Licensee shall install and maintain its equipment, cable and wires in such a manner as shall not interfere with any installations of the Town or any public utility serving the Town.

(d) All structures and all equipment, cable and wires in, over, under, and upon streets, sidewalks, alleys, and public rights of ways of the Town, wherever situated or located shall at all times be kept and maintained in a safe and suitable condition and in good order and repair.

SECTION 4.2 - REPAIRS AND RESTORATION [SEE M.G.L.c. 166A §5(g)]

Whenever Licensee takes up or disturbs any pavement, sidewalk or other improvement of any public right of way or public place, the same shall be replaced and the surface restored in as good condition as possible as before entry as soon as practicable. If Licensee fails to make such restoration within a reasonable time, the Issuing Authority may fix a reasonable time for such restoration and repairs, and shall notify Licensee in writing of the restoration and repairs required and the time fixed for the performance

thereof. Upon failure of Licensee to comply within the time specified, the Issuing Authority may cause proper restoration and repairs to be made and the expense of such work shall be paid by Licensee upon written demand by the Issuing Authority. Prior to such repair or restoration the Town shall submit a written estimate to Licensee of the actual cost of said repair or restoration.

SECTION 4.3 - CABLE LOCATION

(a) In all areas of the Town where all of the transmission and distribution facilities of all public or municipal utilities are installed underground, Licensee shall install its Cable System underground, provided that such facilities are actually capable of receiving the Licensee's cable and other equipment without technical degradation of the Cable System's signal quality.

(b) In all areas of the Town where public utility lines are aerially placed, if subsequently during the term of the Renewal License such public utility lines are required by the Issuing Authority or State to be relocated aerially or underground, Franchisee shall similarly relocate its Cable System if it is given reasonable notice and access to the public and municipal utilities facilities at the time that such are placed underground. Any costs incurred by Licensee for relocating the Cable System shall be entitled to reimbursement of such relocation costs in the event public or private funds are raised for the project and made available to other users of the Public Way. In the event that funds are not made available for reimbursement, Licensee reserves the right to pass through its costs to Subscribers.

(c) Nothing in this Section shall be construed to require Licensee to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

SECTION 4.4 - TREE TRIMMING [SEE M.G.L.c. 166A §5(a)]

In installing, operating and maintaining equipment, cable and wires, Licensee shall avoid all unnecessary damage and injury to trees, structures and improvements in an along the routes authorized by this License.

SECTION 4.5 – STRAND MAPS

Licensee shall maintain a complete set of strand maps of the Town, which will show those areas in which its facilities exist. The strand maps will be retained at Licensee’s primary place of business, located at _____, and will be available to the Issuing Authority for inspection by the Issuing Authority upon written request.

SECTION 4.6 - BUILDING MOVES [SEE M.G.L.c. 166 §39]

(a) In accordance with applicable laws, Licensee shall, upon the written request of any Person holding a building moving permit issued by the Town, temporarily raise or lower its wires to permit the moving of the building(s). Licensee shall be given not less than thirty (30) days’ advance written notice to arrange for such temporary wire changes. The cost to raise or lower wires shall be borne by the Person(s) holding the building move permit.

(b) Licensee shall have the right to seek reimbursement under any applicable insurance or government program for reimbursement.

SECTION 4.7 - DIG SAFE [SEE M.G.L.c. 82 §40]

Licensee shall comply with applicable “dig safe” provisions pursuant to M.G.L.c. 82, § 40.

SECTION 4.8 - DISCONNECTION AND RELOCATION [SEE M.G.L.c. 166 §39]

(a) In accordance with applicable law, Licensee shall, at its sole cost and expense, protect, support, temporarily disconnect, relocate in the same street, or other Public Right of Ways, or remove from any street or any other Public Ways and places, any of its property as required by the Issuing Authority by reason of traffic conditions, public safety, street construction, change or establishment of street grade, or the construction of any public improvement or structure by any Town department acting in a lawful governmental capacity.

(b) In requiring Licensee to protect, support, temporarily disconnect, relocate or remove any portion of its property, the Issuing Authority shall treat Licensee the same as, and require no more of Licensee, than any other similarly situated utility.

(c) In either case, Licensee shall have the right to seek reimbursement under any applicable insurance or government program for reimbursement. All cable operators or public or municipal utility companies shall be treated alike if reimbursed for such costs by the Town.

SECTION 4.9 - EMERGENCY REMOVAL OF PLANT

(a) If, at any time, in case of fire or disaster in the Town, it shall be necessary in the reasonable judgment of the Issuing Authority to cut or move any of the wires, cable or equipment of the Cable Television System, the Town shall have the right to do so without cost or liability, provided however that, wherever possible, the Issuing Authority shall give Licensee written notice and the ability to relocate wires, cable or other equipment.

(b) In either case, Licensee shall have the right to seek reimbursement under any applicable insurance or government program for reimbursement. All cable operators or public or municipal utility companies shall be treated alike if reimbursed for such costs by the Town.

SECTION 4.10 – PROHIBITION AGAINST RESELLING OF SERVICE

No Person shall resell, without the express prior written consent of Licensee, any Cable Service, program or signal transmitted over the Cable System by Licensee.

ARTICLE 5
PROGRAMMING

SECTION 5.1 - BASIC CABLE SERVICE

Licensee shall make available a Basic Cable Service tier to all subscribers in accordance with 47 U.S.C. 534.

SECTION 5.2 - PROGRAMMING

(a) Pursuant to 47 U.S.C. 544, Licensee shall maintain the mix, quality and broad categories of Video Programming as set forth in **Exhibit A**. Pursuant to federal law, all Video Programming decisions, excluding PEG Access Programming, are at the sole discretion of Licensee.

(b) Licensee shall comply with 76.1603(c) of the FCC Rules and Regulations as well as 207 CMR 10.02 of the Massachusetts Cable Television Division Rules and Regulations regarding notice of programming changes.

SECTION 5.3 - STEREO TV TRANSMISSIONS

All Broadcast Signals that are transmitted to Licensee's headend in stereo shall be transmitted in stereo to Subscribers.

SECTION 5.4 – CABLE CHANNELS FOR COMMERCIAL USE

Pursuant to 47 U.S.C. 532, Licensee shall make available channel capacity for commercial use by persons unaffiliated with Licensee. Rates for use of commercial leased access channels shall be negotiated between Licensee and the commercial user in accordance with federal law.

ARTICLE 6

PEG ACCESS CHANNEL(S) AND SUPPORT

SECTION 6.1 - PEG ACCESS CHANNEL(S)

(a) Use of a video channel for PEG Access Programming shall be provided in accordance with federal law, 47 U.S.C. 531, and as further set forth below. Licensee does not relinquish its ownership of or ultimate right of control over a channel by designating it for PEG use. A PEG Access User – whether an individual, educational or governmental user – acquires no property or other interest by virtue of the use of a channel so designated, and may not rely on the continued use of a particular channel number, no matter how long the same channel may have been designated for such use. Licensee shall not exercise editorial control over any public, educational, or governmental use of a PEG Access Channel, except Licensee may refuse to transmit any Public Access program or portion of a Public Access program that contains obscenity, indecency, or nudity pursuant to Section 611 of the Cable Act. The Issuing Authority shall be responsible for developing, implementing, interpreting and enforcing rules for PEG Access Channel use which shall ensure that PEG Access Channel(s) and PEG Access equipment will be available on a first-come non-discriminatory basis.

(b) Licensee shall designate three (3) channel(s) for a PEG Access Programming purposes. A PEG Access Channel may not be used to cablecast for-profit, political or commercial fundraising programs in any fashion. Unused capacity may be utilized by Licensee subject to the provisions set forth in subsection (c) below.

(c) In the event the Issuing Authority or other PEG Access User elects not to fully program it's Channel(s) with original PEG Access Programming, Licensee may reclaim any unused time on those channels, following six (6) months' written notice to the Issuing Authority.

SECTION 6.2 - PEG ACCESS PROVIDER

Beginning on the Effective Date, the Access Provider shall provide services to PEG Access Users and the Town as follows:

- (1) Schedule, operate and program the PEG Access channels provided in accordance with Section 6.3 below;
- (2) Manage the annual funding, pursuant to Section 6.4 below;
- (3) Purchase, maintain and/or lease equipment, with the funds allocated for such purposes in Section 6.4 below;
- (4) Conduct training programs in the skills necessary to produce PEG Access Programming;
- (5) Provide technical assistance and production services to PEG Access Users;
- (6) Establish rules, procedures and guidelines for use of the PEG Access Channels;
- (7) Provide publicity, fundraising, outreach, referral and other support services to PEG Access Users;
- (8) Assist PEG Access Users in the production of Video Programming of interest to Subscribers and issues, events and activities; and
- (9) Accomplish such other tasks relating to the operation, scheduling and/or management of the PEG Access Channels, facilities and equipment as appropriate and necessary.

SECTION 6.3 PEG ACCESS CABLECASTING

(a) In order that PEG Access Programming can be cablecast over Licensee’s downstream PEG Access Channel, all PEG Access Programming shall be modulated, then transmitted from an origination location listed in **Exhibit B** to Licensee-owned headend or hub-site on a Licensee-owned upstream channel made available, without charge, to the Town for its use. At Licensee-owned headend, said PEG Access Programming shall be retransmitted in the downstream direction on one Licensee-owned Subscriber Network downstream PEG Access Channels.

(b) Licensee shall provide and maintain all necessary switching and/or processing equipment located at its hub-site or headend in order to switch upstream signals carrying PEG Access Programming

from the location listed in **Exhibit B** to the designated Licensee-owned Subscriber Network downstream PEG Access Channel.

(c) Licensee shall own, maintain, repair and/or replace any Licensee-owned headend or hub-site audio and/or video signal processing equipment. The Town and/or PEG access provider shall own, maintain, repair and/or replace studio and/or portable modulators and demodulators. The demarcation point between Licensee's equipment and the Town's or PEG Access provider's equipment shall be at the output of the Town's and/or the PEG Access provider's modulator(s) or equivalent device at any of the origination locations in **Exhibit B**.

(d) Subject to written request and payment by the Town or its Access Provider as set out herein, the Licensee shall, within thirty-six (36) months of the Effective Date of this License, purchase, install and operate standard definition serial digital interface (SD/SDI) equipment at the PEG Access video return hub for three (3) SD PEG Access Channels and high definition interface equipment for one (1) HD PEG Access Channel. Said equipment shall be used for transport of said PEG Access signal(s) to Comcast's headend facility to enable the Issuing Authority, its designee(s) and/or the Access Provider to cablecast their PEG Access Programming over the Subscriber Network PEG Access Downstream Channels. The Licensee shall provide the Town with an invoice for the cost of the project. Prior to making any payment to the Licensee, the Licensee shall provide the Issuing Authority with a written invoice detailing the cost for said serial digital interface equipment. The Licensee shall own, maintain and repair and/or, if necessary, replace, said equipment for the entire term of this Renewal License

SECTION 6.4 – PEG ACCESS SUPPORT

(a) Licensee shall provide a Franchise Fee to the Issuing Authority, or its designee, for PEG Access purposes, equal to five percent (5%) of its Gross Annual Revenues, less applicable License Fees and assessments from any state or other governmental agencies. Said Franchise Fee shall be used for salaries, operating and other expenses related to PEG Access programming operations, equipment and/or facilities.

Said five percent (5%) Franchise Fee shall be made to the Issuing Authority, or its designee, on a quarterly basis. The first payment shall be made on February 15, 2021 for the period of the effective date through December 31, 2020. Quarterly thereafter, Licensee shall provide payments each February 15th, May 15th, August 15th and November 15th based on revenues from the previous calendar quarter. The final payment shall be made on February 15, 2031 for the period of October 1, 2030 through October 31, 2030.

(b) In addition to the payments detailed in Section (a) above the Licensee shall provide a total of One Hundred Twenty-Seven Thousand Eight Hundred Dollars (\$127,800) to the Issuing Authority for PEG Access equipment/facilities purposes as follows:

- I. Twelve Thousand Seven Hundred Eighty Dollars (\$12,780) payable to the Issuing Authority within ninety (90) days of the Effective Date of this Renewal License; and annually thereafter;
- II. Annual payments of Twelve Thousand Seven Hundred Eighty Dollars (\$12,780) payable to the Issuing Authority on November 1, 2021 through November 1, 2029. The tenth and final payment will be the November 1, 2029 payment.

(c) In addition to the payment in sub-paragraph (b) above, Licensee will provide a one-time payment of Four Thousand Nine Hundred Seventy Dollars (\$4,970) to assist in the costs of connecting a new or relocated studio.

SECTION 6.5 - PROGRAMMING EXCLUSIVITY AND NON-COMPETITION

The Issuing Authority, or its designee, agrees that it will not use its designated PEG Access channel(s), equipment, or other facilities to provide for-profit commercial services which have the effect of competing with Licensee's business. In addition, any Video Programming produced under the provisions of this Article 6 shall not be commercially distributed to a competing Multichannel Video Programming Distributor without the written consent of Licensee.

SECTION 6.6 – INTERCONNECTION WITH COMPETING CABLE LICENSEE

In the event a License is issued by the Issuing Authority to a competing Licensee, the competing Licensee may not connect its system to Licensee's Cable System for purposes of obtaining PEG Access Programming from the Licensee's PEG Access channels without the prior written consent of Licensee.

SECTION 6.7 - PEG ACCESS PROGRAMMING INDEMNIFICATION

The Issuing Authority and/or the Access Provider shall indemnify the Licensee for any liability, loss or damage it may suffer due to violation of the intellectual property rights of third parties or arising out of the content of programming aired on any PEG channel and from claims arising out of the Issuing Authority's rules for or administration of PEG Access Programming.

SECTION 6.8 – CONNECTION TO NEW OR RELOCATED STUDIO

In the event that the Access Provider studio is moved to a new site, Licensee agrees to relocate all necessary connections from the old studio to the new or relocated studio at no cost to the Issuing Authority.

ARTICLE 7

CUSTOMER SERVICE AND CONSUMER PROTECTION

SECTION 7.1 - CUSTOMER SERVICE/CUSTOMER SERVICE OFFICE

Licensee shall comply with all customer service regulations of the FCC (47 CFR §76.309), and the regulations of the Massachusetts Department of Telecommunications and Energy, Cable Division, governing billing practices, at 207 CMR §10.01, et. seq., as they exist or as they may be amended from time to time. Likewise, Licensee shall comply with the customer service regulations promulgated by the Cable Division as they exist or as they may be amended from time to time.

Sixty (60) months from the Effective Date of this Renewal License, the Licensee shall continue to maintain, operate and staff, a full-time customer service office within the Town of Wellfleet, open for walk-in business Monday through Friday, during Normal Business Hours, for the purpose of, among other things, receiving monthly bill collections, installation and change of service and service call requests, exchanging/replacing customer equipment, receiving all customer inquiries and Complaints, made in person, including without limitation, those regarding billing, Service, installation, equipment malfunctions; and answering general inquiries.

SECTION 7.2 - CONSUMER COMPLAINT PROCEDURES [SEE M.G.L.c. 166A §10]

Complaints by any Person as to the operation of the Cable System may be filed in writing with the Cable Division or with the Issuing Authority, each of which shall within ten (10) days forward copies of such complaints to the other. The Issuing Authority and the Cable Division shall be notified by Licensee on forms to be prescribed by the Cable Division not less than annually, of the complaints of subscribers received during the reporting period and the manner in which they have been met, including the time required to make any necessary repairs or adjustments.

SECTION 7.3 - PROTECTION OF SUBSCRIBER PRIVACY

Licensee shall comply with applicable federal and state privacy laws and regulations, including 47 U.S.C. 551.

SECTION 7.4 - EMPLOYEE IDENTIFICATION CARDS

All of Licensee's employees, including repair and sales personnel, entering private property shall be required to carry an employee identification card issued by Licensee.

ARTICLE 8

PRICES AND CHARGES

SECTION 8.1 - PRICES AND CHARGES

(a) All rates, fees, charges, deposits and associated terms and conditions to be imposed by Licensee or any affiliated Person for any Cable Service as of the Effective Date shall be in accordance with applicable FCC's rate regulations [47 U.S.C. 543]. Before any new or modified rate, fee, or charge is imposed, Licensee shall follow the applicable FCC and State notice requirements and rules and notify affected Subscribers, which notice may be by any means permitted under applicable law. Nothing in this Renewal License shall be construed to prohibit the reduction or waiver of charges in conjunction with promotional campaigns for the purpose of attracting or retaining Subscribers.

(b) The Issuing Authority acknowledges that under the Cable Act, certain costs of Public, Educational and Governmental ("PEG") Access and other license/franchise requirements may be passed through to the Subscribers in accordance with federal law.

ARTICLE 9
REGULATORY OVERSIGHT

SECTION 9.1 - INDEMNIFICATION

Licensee shall indemnify, defend and hold harmless the Issuing Authority, its officers, employees, and agents from and against any liability or claims resulting from property damage or bodily injury (including accidental death) that arise out of Licensee's construction, operation, maintenance or removal of the Cable System, including, but not limited to, reasonable attorney's fees and costs, provided that the Issuing Authority shall give Licensee timely written notice of its obligation to indemnify and defend the Issuing Authority within the timely receipt of a claim or action, sufficient to avoid entry of a default judgment against the Issuing Authority. If the Issuing Authority determines that it is necessary for it to employ separate counsel, the costs for such separate counsel shall be the responsibility of the Issuing Authority.

SECTION 9.2 – INSURANCE

(a) Licensee shall carry Commercial General Liability insurance throughout the term of this Renewal License and any removal period pursuant to M.G.L.c. 166A, § 5(c) with an insurance company authorized to conduct business in Massachusetts protecting, as required in this Renewal License, Licensee and listing the Town as an additional insured, against any and all claims for injury or damage to persons or property, both real and personal, caused by the construction, installation, operation, maintenance or removal of its Cable System. The amount of such insurance against liability for personal injury and property damage shall be no less than One Million Dollars (\$1,000,000) as to any one occurrence. The amount of such insurance for excess liability shall be Five Million Dollars (\$5,000,000) in umbrella form. (b) Licensee shall carry insurance against all claims arising out of the operation of motor vehicles in the amount of One Million Dollars (\$1,000,000) combined single limit for bodily injury and consequent death and property damage per occurrence;

(c) All insurance coverage, including Workers' Compensation, shall be maintained throughout the period of this Renewal License. All expenses incurred for said insurance shall be at the sole expense of Licensee.

(d) Licensee shall provide the Issuing Authority upon request with certificate(s) of insurance for all policies required herein upon expiration of policies.

SECTION 9.3 - PERFORMANCE BOND

(a) Licensee has submitted and shall maintain throughout the duration of this Renewal License and any removal period pursuant to M.G.L.c. 166A, § 5(c) a performance bond in the amount of Fifty Thousand Dollars (\$50,000) running to the Town with a surety company satisfactory to the Issuing Authority to guarantee the following terms:

- (1) the satisfactory completion of the installation and operation of the Cable System in the time schedule provided herein and otherwise of M.G.L.c. 166A, § 5(a), (m) and (n);
- (2) the satisfactory restoration of pavements, sidewalks and other improvements in accordance with M.G.L.c. 166A, § 5(g);
- (3) the indemnity of the Town in accordance with M.G.L.c. 166A, § 5(b); and
- (4) the satisfactory removal or other disposition of the Cable System in accordance with M.G.L.c. 166A, § 5(f).

SECTION 9.4 - LICENSE FEES

(a) During the term of the Renewal License the annual License Fee payable to the Issuing Authority shall be the maximum allowable by law, per Subscriber served as of the last day of the preceding calendar year, payable on or before March 15th of the said year. Pursuant to M.G.L.c. 166A, § 9, this fee is currently fifty cents (\$.50) per Subscriber

(b) In accordance with Section 622(b) of the Cable Act, Licensee shall not be liable for a total financial commitment pursuant to this Renewal License and applicable law in excess of five percent (5%) of its Gross Annual Revenues; provided, however, that said five percent (5%) shall include (i) the PEG Access Annual Support (Section 6.4, and (ii) any amounts included in the term “Franchise Fee” pursuant to Section 622(g)(1) of the Cable Act), but shall not include the following: (i) PEG Access Capital Support (Section 6.4(B)); (ii) interest due herein to the Issuing Authority because of late payments; and (iii) any other exclusion to the term “Franchise Fee” pursuant to Section 622(g)(2) of the Cable Act.

(c) All payments by Licensee to the Town pursuant to this Section shall be made payable to the Town unless otherwise agreed to in writing by the parties.

SECTION 9.5 - REPORTS

(a) Licensee shall file annually with the Cable Division on forms prescribed by the Cable Division, a sworn statement of its revenues and expenses for official use only. In addition, Licensee shall also file with the Cable Division, a financial balance sheet and statement of ownership which shall be supplied upon written request of the Issuing Authority. These requirements shall be subject to the regulations of the Cable Division.

(b) In addition, Licensee shall maintain for public inspection all records required by the FCC and as specified in 47 CFR §76.305 in the manner prescribed therein.

(c) Upon written request, Licensee shall make available to the Issuing Authority all reports required by this section, and subject to requirements of confidentiality for proprietary information.

SECTION 9.6 - EQUAL EMPLOYMENT OPPORTUNITY

Licensee is an Equal Opportunity Employer and shall comply with applicable FCC regulations with respect to Equal Employment Opportunities.

SECTION 9.7 - REVOCATION OF LICENSE

The License issued hereunder may, after due written notice and hearing per Section 9.8 (Notice and Opportunity to Cure), be revoked by the Issuing Authority or the Cable Division for any of the following reasons:

- (a) For false or misleading statements in, or material omissions from, the application submitted under M.G.L.c. 166A, § 4;
- (b) For failure to file and maintain the performance bond as described in Section 9.3 (Performance Bond) or to maintain insurance as described in Section 9.2 (Insurance);
- (c) For repeated failure to comply with the material terms and conditions herein required by M.G.L.c. 166A, §5;
- (d) For repeated failure, as determined by the Cable Division, to maintain signal quality pursuant to the standards provided for by the FCC and/or Cable Division;
- (e) For any transfer or assignment of the Renewal License or control thereof without consent of the Issuing Authority in violation of Section 9.9 herein; and
- (f) For failure to complete construction in accordance with the provisions of the Renewal License.

SECTION 9.8 - NOTICE AND OPPORTUNITY TO CURE

In the event that the Issuing Authority has reason to believe that Licensee has defaulted in the performance of any or several material provisions of this Renewal License, except as excused by Force Majeure, the Issuing Authority shall notify Licensee in writing, by certified mail, of the material provision or provisions which the Issuing Authority believes may have been in default and the details relating thereto. Licensee shall have thirty (30) days from the receipt of such notice to:

- (a) respond to the Issuing Authority in writing, contesting the Issuing Authority's assertion of default and providing such information or documentation as may be necessary to support Licensee's position; or

(b) cure any such default (and provide written evidence of the same), or, in the event that by nature of the default, such default cannot be cured within such thirty (30) day period, to take reasonable steps to cure said default and diligently continue such efforts until said default is cured. Licensee shall report to the Issuing Authority, in writing, by certified mail, at forty-five (45) day intervals as to Licensee's efforts, indicating the steps taken by Licensee to cure said default and reporting Licensee's progress until such default is cured.

(c) In the event that (i) Licensee fails to respond to such notice of default; and/or (ii) Licensee fails to cure the default or to take reasonable steps to cure the default within the required forty-five (45) day period; the Issuing Authority or its designee shall promptly schedule a public hearing no sooner than fourteen (14) days after written notice, by certified mail, to Licensee. Licensee shall be provided reasonable opportunity to offer evidence, question witnesses, if any, and be heard at such public hearing.

(d) Within thirty (30) days after said public hearing, the Issuing Authority shall issue a written determination of its findings. In the event that the Issuing Authority determines that Licensee is in such default, the Issuing Authority may determine to pursue any lawful remedy available to it.

(e) In the event that (i) the Issuing Authority fails to issue a written reply within 30 days accepting or rejecting Licensees' response pursuant to 9.8(a) above; (ii) the Issuing Authority fails to issue a written acknowledgement after Licensee's notice that it cured said default pursuant to 9.8(b) above; and/or (iii) the Issuing Authority fails to schedule a public hearing no later than thirty (30) days of having sent a written notice consistent with Section 9.8(c) above and/or (iv) the Issuing authority fails to issue a written determination within thirty (30) days after the public hearing pursuant to Section 9.8(d) above, then the issue of said default against Licensee by the Issuing Authority shall be considered null and void.

SECTION 9.9 – LIQUIDATED DAMAGES

For the violation of any of the following material provisions of this Renewal License, liquidated damages shall be paid by the Licensee to the Town, subject to Section 9.8 (*Notice and Opportunity to Cure*) above. Any such liquidated damages shall be assessed as of the date that the Licensee receives written notice, by certified mail, pursuant to Section 9.8 (*Notice and Opportunity*

to Cure) above, of the provision(s) which the Issuing Authority believes to be in default, unless cured pursuant to Section 9.8 (*Notice and Opportunity to Cure*) above.

1. For failure to extend service to any resident in accordance with Article 3 (*Area to be Served*) herein, One Hundred and Fifty Dollars (\$150.00) per day, for each day that such non-compliance continues.
2. For failure to comply with the FCC's Customer Service Obligations, 47 CFR §76.309, and the Massachusetts Department of Telecommunications and Energy ("DTE"), Cable Division, Billing Practices Regulation, 207 CMR §10.01 et seq., as each may from time to time be amended, and in compliance with Sections 7.1 and 7.2. Fifty Dollars (\$50.00) for each day that any such non-compliance continues.
3. For failure to operate and maintain the Cable Television System, in accordance with Section 4.1 (*System Maintenance*) herein, Fifty (\$50.00) per day, for each day such non-compliance continues.
4. For failure to comply with the PEG access commitments contained in Article 6 (*PEG Access Channels and Support*) herein, Fifty (\$50.00) per day, for each day such non-compliance continues longer than 30 days.
5. For failure to maintain the bonds and insurance required by Sections 9.2 and 9.3 (*Insurance and Bonds*) herein, One Hundred Dollars (\$100.00) per day, for each day of non-compliance.

All similar violations or failures from the same factual events affecting multiple Subscribers shall be assessed as a single violation, and each violation or a failure may only be assessed as a single material violation.

SECTION 9.10 - TRANSFER OR ASSIGNMENT

In accordance with applicable law, this Renewal License or control hereof shall not be transferred or assigned without the prior written consent of the Issuing Authority, which consent shall not be arbitrarily

or unreasonably withheld. The consent of the Issuing Authority shall be given only after a hearing upon written application therefor on forms prescribed by the Cable Division. Pursuant to 207 CMR 4.01(2), a transfer or assignment of a license or control thereof between commonly controlled entities, between affiliated companies, or between parent and subsidiary corporations, shall not constitute a transfer or assignment of a license or control thereof under M.G.L.c.166A Section 7. Under 207 CMR 4.00, an “affiliated company” is any person or entity that directly or indirectly or through one or more intermediaries, controls, is controlled by, or is under common control with another person or entity. The application for consent to an assignment or transfer shall be signed by Licensee and by the proposed assignee or transferee or by their representatives, evidence of whose authority shall be submitted with the application. Within thirty (30) days of receiving a request for consent, the Issuing Authority shall, in accordance with State and FCC rules and regulations, notify Licensee in writing of the additional information, if any, it requires to determine the legal, financial, technical and managerial qualifications of the transferee or new controlling party. If the Issuing Authority has not taken action on Licensee’s request for consent within one hundred twenty (120) days after receiving such request, consent shall be deemed given.

SECTION 9.11 - REMOVAL OF SYSTEM

Upon termination of this Renewal License or denial of any renewal hereof by passage of time or otherwise in accordance with applicable law and after all appeals from any judicial determination are exhausted and final, Licensee shall remove its supporting structures, poles, transmission and distribution systems and other appurtenances from the streets, ways, lanes, alleys, parkways, bridges, highways, and other public and private places in, over, under, or along which they are installed and shall restore the areas to their original condition. If such removal is not completed within six (6) months of such termination, the Issuing Authority or property owner may deem any property not removed as having been abandoned. Notwithstanding the above, Franchisee shall not be required to remove its Cable System, or to relocate the Cable System, or to sell the Cable System, or any portion thereof as a result of termination, denial of

renewal, or any other lawful action to forbid or disallow Franchisee from providing Cable Service, if the Cable System is actively being used to facilitate any other services not governed by the Cable Act.

SECTION 9.12 - INCORPORATION BY REFERENCE

(a) All presently and hereafter applicable conditions and requirements of federal, state and generally applicable local laws, including but not limited to M.G.L.c. 166A, and the rules and regulations of the FCC and the Cable Division, as they may be amended from time to time, are incorporated herein by reference, to the extent not enumerated herein. However, no such generally applicable local laws, rules, regulations and codes, as amended, may alter the obligations, interpretation and performance of this Renewal License to the extent that any provision of this Renewal License conflicts with or is inconsistent with such generally applicable local laws, rules or regulations.

SECTION 9.13 - NO THIRD PARTY BENEFICIARIES

Nothing in this Renewal License is intended to confer third-party beneficiary status on any member of the public to enforce the terms of this Renewal License.

ARTICLE 10
MISCELLANEOUS

SECTION 10.1 - SEVERABILITY

If any section, subsection, sentence, clause, phrase, or other portion of this Renewal License is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect.

SECTION 10.2 - FORCE MAJEURE

If for any reason of force majeure Licensee is unable in whole or in part to carry out its obligations hereunder, said Licensee shall not be deemed in violation or default during the continuance of such inability. Unless further limited elsewhere in this Renewal License, the term "force majeure" as used herein shall have the following meaning: strikes; acts of god; acts of public enemies, orders of any kind of the government of the United States of America or of the Commonwealth of Massachusetts or any of their departments, agencies, political subdivisions, or officials, or any civil or military authority; insurrections; riots, epidemics; landslides; lightning; earthquakes; tornados; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts, environmental restrictions, arrests; civil disturbances; explosions; partial or entire failure of utilities; unavailability of materials and/or essential equipment, environmental restrictions or any other cause or event not reasonably anticipated or within Licensee's control.

SECTION 10.3 - NOTICES

(a) Every notice to be served upon the Issuing Authority shall be shall be sent by certified mail, nationally recognized overnight courier service or other means as allowed by applicable law and providing for a receipt as proof of delivery to the following address or such other address as the Issuing Authority may specify in writing to Licensee.

Town of Wellfleet
Mr. Peter Lombardi, Town Administrator
2198 Main Street
Wellfleet, MA 02631-3701

(b) Every notice served upon Licensee shall be delivered or sent by certified mail (postage prepaid) or nationally recognized overnight courier service to the following address or such other address as Licensee may specify in writing to the Issuing Authority.

Comcast Cable Communications, Inc.
Attn: Government Relations
181 Ballardvale St.
Wilmington, MA 01887

with copies to:

Comcast Cable Communications, Inc.
Attn: Vice President, Government Relations
676 Island Pond Road
Manchester, NH 03109

Comcast Cable Communications, Inc.
Attn: Government Affairs
One Comcast Center
Philadelphia, PA 19103

(c) Delivery of such notices shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of receipt.

SECTION 10.4 - ENTIRE AGREEMENT

This instrument contains the entire agreement between the parties, supersedes all prior agreements or proposals except as specifically incorporated herein, and cannot be changed without written amendment signed by the Issuing Authority and the Licensee.

SECTION 10.5 - CAPTIONS

The captions to sections throughout this Renewal License are intended solely to facilitate reading and reference to the sections and provisions of the Renewal License. Such sections shall not affect the meaning or interpretation of the Renewal License.

SECTION 10.6 - WARRANTIES

Licensee warrants, represents and acknowledges that, as of the Effective Date of this Renewal License:

- (a) Licensee is duly organized, validly existing and in good standing under the laws of the State;
- (b) Licensee has the requisite power and authority under applicable law and its by-laws and articles of incorporation and/or other organizational documents, is authorized by resolutions of its Board of Directors or other governing body, and has secured all consents which are required to be obtained as of the date of execution of this Renewal License, to enter into and legally bind Licensee to this Renewal License and to take all actions necessary to perform all of its obligations pursuant to this Renewal License;
- (c) This Renewal License is enforceable against Licensee in accordance with the provisions herein;
and
- (d) There is no action or proceedings pending or threatened against Licensee which would interfere with performance of this Renewal License.

SECTION 10.7 - APPLICABILITY OF RENEWAL LICENSE

All of the provisions in this Renewal License shall apply to the Town, Licensee, and their respective successors and assigns.

WITNESS OUR HANDS AND OFFICIAL SEAL, THIS _____ DAY OF November, 2020.

TOWN OF WELLFLEET, MA
By: SELECTBOARD

Michael DeVasto, Chair

Janet Reinhart, Vice-Chair

Justina Carlson, Member

Helen Miranda Wilson, Member

Ryan Curley, Member

COMCAST OF SOUTHERN NEW ENGLAND, INC.
By:

Tracy L. Pitcher, Sr. Vice President
Greater Boston Region

#736688/WELL/0026

EXHIBIT A

PROGRAMMING

Licensee shall provide the following broad categories of Video Programming:

- News Programming;
- Sports Programming;
- Public Affairs Programming;
- Children's Programming;
- Entertainment Programming; and
- Local Programming.

EXHIBIT B

VIDEO ORINATION LOCATIONS

- (1) Wellfleet Elementary School (Hub), 100 Lawrence Road;
- (2) Wellfleet Public Library, 55 West Main Street;
- (3) Preservation Hall, 355 Main Street;
- (4) Senior Center, 715 Old King's Highway;
- (5) Wellfleet Town Hall, 300 Main Street.



SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: January 12, 2021

II

PUBLIC HEARING(S) – C

REQUESTED BY:	Assistant Town Administrator
DESIRED ACTION:	Barnstable County IT Contract Renewal
PROPOSED MOTION:	I move to approve the renewal of contract with Barnstable County Information Technology
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____



Barnstable County


Regional Government of Cape Cod

William Traverse
Director of Information Technology
wtraverse@barnstablecounty.org
508-744-1244



Information Technology Department

MEMORANDUM

DATE: November 20th, 2020
TO: Maria Broadbent, Town Administrator, Town of Wellfleet
Mike Trovato, Assistant Town Administrator, Town of Wellfleet
FROM: William Traverse, Director, Barnstable County IT 
SUBJECT: Renewal and Reconstitution of BCIT Annual Service Contract

Background: For the better part of the past decade, the Town of Wellfleet and the Barnstable County Information Technology Department (BCIT) have been engaged in a regional services agreement to provide the Town with essential information technology related support. These services range from general technical support and infrastructure management, to strategic and project planning.

This agreement allows the Town to leverage the collective skillsets from an entire department of experienced municipal IT personnel who are well versed in the special requirements involved with supporting IT for government entities. Highlights of services provided to Wellfleet by BCIT include but are not limited to:

- Town-wide on-site and remote support for employees.
- 24x7 incident response and monitoring for critical outages and security events.
- Project planning, coordination with contractors as needed.
- Management and oversight of licensing and software subscriptions.
- Deployment and management of network infrastructure and workstations.
- Service migrations, cost consolidation and strategic recommendations.

This service arrangement has proven to be successful and mutually beneficial since its original signing in 2012. However, the underlying agreement materials have languished and need to be updated to reflect the current working arrangement more accurately and transparently.

The reconstituted service agreement presented to Town administration in November of 2020 is based upon a new contract framework now being used for BCIT service arrangements with towns and provides the means to easily plug-in existing service levels needed by the Town of Wellfleet.

In summary, this new agreement is the formalization of an existing and much-needed service arrangement. The provisions within the new agreement do not change the services relied upon in any way, with a monthly cost increase of less than 2%. Most importantly, it will create a more flexible and transparent service relationship to better serve the Town going forward.

Please do not hesitate to reach out with any questions or concerns you may have.



William Traverse, Director, Barnstable County IT
www.barnstablecounty.org/it

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Barnstable County

Regional Government of Cape Cod

William Traverse
Director of Information Technology
wtraverse@barnstablecounty.org
508-744-1244



Information Technology Department

Exhibit B

BCIT Statement of Work "Operational IT Support"

INTERMUNICIPAL AGREEMENT

FOR INFORMATION TECHNOLOGY SERVICES BETWEEN BARNSTABLE COUNTY AND THE TOWN OF WELFLEET

BCIT Operational IT Support:

Wellfleet seeks to engage Barnstable County IT Department referred to herein as "BCIT" to provide IT related services as further defined in this agreement. The outline of these services and the selection of those chosen by Wellfleet constitute the entire agreement and financial obligations between both parties. The IT Related Services being offered by BCIT to Wellfleet include but are not limited to:

- On-Site IT Support Services
- Remote IT Support Services
- IT staff augmentation
- Custom-tailored support staff assignments
- Break Fix – IT Support 7X24 Incident Response

BCIT SLA – Service Level Agreement:

Barnstable County IT Department commits to meeting specific standards when providing IT support. These standards include but are not limited to:

- 15-minute confirmation response for service & support incidents
- Provide estimated time to resolution from trouble & support tickets to critical outages
- On-hand spares for select critical equipment to assure optimum uptime & business continuity
- 4 hour on-site emergency dispatch

BCIT Operational IT Support Prerequisites:

In order for BCIT to properly assume the role of IT Support and meet our Service Level Agreement obligation to Wellfleet, detailed information must be collected regarding the IT services and operations we are chartered to support through this engagement. If an insufficient level of existing information is currently possessed by BCIT, or has been provided by Wellfleet personnel, an additional discovery work may be necessary through a strategic assessment process as determined in this document under "IT Support Engagement Requirements"

BCIT Service & Support Offering

BCIT Support is tracked and monitored through our automated support ticketing system, Wellfleet will be provided with access to our ticketing system that will allow them 24-hour access to our support desk. Support requests may be initiated by phone, email, or on web portal. Inquiries regarding existing or previous requests may be submitted through the same means. Emergency or off-hours support request must be submitted via phone call and must be clearly confirmed to be an emergency verbally at that time. All support requests are logged, and escalations are based on the critical nature of the service requests as defined below.

www.barnstablecounty.org/it

Page 1 of 3

3195 Main Street, Barnstable, MA 02630

p. (508) 744-1250

f. (508) 362-4136





Barnstable County

Regional Government of Cape Cod

William Traverse
 Director of Information Technology
 wtraverse@barnstablecounty.org
 508-744-1244



Information Technology Department

All support and service requests initiated by Wellfleet must follow established procedures as communicated by BCIT to appropriate personnel within the Town of Wellfleet to ensure proper handling and assignment. Wellfleet will be given the opportunity to include the contact names and titles of personnel within their entity that can initiate service request or support tickets. BCIT shall not be bound to SLA or event escalations for service or support requests that have not been properly entered into the support ticketing system by Wellfleet personnel, or for requests that necessitate the use of an outside vendor by choice of the Town.

Ticket and corresponding support requests are date and time stamped and will be properly assigned and tracked through resolution and closure. Email notifications will be sent automatically with details when tickets are updated. Wellfleet Administration may be provided a detailed report of all IT support tickets and time entries by request. Billing for IT support will take place monthly unless otherwise arranged. BCIT will notify the Town and plan accordingly should the allowance of support hours near exhaustion within a given month. If allowed beyond that limit, additional hours will be provided at the regular rate. If necessary BCIT will initiate a change order process with Wellfleet to accommodate regular over-utilization or other desired service changes. Other specific or specialized services may require a separate scope of work under a separate engagement, as noted in this document under "Specialized Services and Major Projects".

BCIT Resolution Path for Maintenance and Support Issues

Severity	Initial Response Goal	Activity	Resolution Method
Critical (24/7 Support)	15 Minutes	Continuous effort	patch/workaround
High	1 hours	Continuous during business hours	patch/workaround
Medium	4 business hours	Business hours	patch or fix
Low	48 business hours	As remaining time allows	As required

Service Level Error/Trouble Classification

Critical	High	Medium	Low
A catastrophic error within the entities environment under areas covered in SLA which causes a complete (100%) loss of a major service. Example: Production Systems are inaccessible.	A non-catastrophic Error within the entities environment under areas covered in SLA that causes significant degradation of business functionality or customer access (50%+ loss of aggregate functionality).	A non-catastrophic Error within the entities environment under areas covered in SLA that: (i) has an impact on operations but not considered to significantly impact overall delivery of services or performance, and (ii) causes less than 50% percent degradation of performance. Example: Multiple users encountering problems.	Means an Error within the entities environment under areas covered in SLA that: (i) has minimal current impact on the user; and (ii) causes a malfunction of a non-essential product feature.





Barnstable County

Regional Government of Cape Cod

William Traverse
Director of Information Technology
wtraverse@barnstablecounty.org
508-744-1244



Information Technology Department

Specialized Services and Major Projects:

Occasionally the Town may require dedicated or specialized services outside of regular support options within this engagement. In such cases, these needs can be itemized under a scope-of-work using "Exhibit C: Specialized IT Projects" within the contract framework and agreed upon separately.

IT Support Engagement Requirements:

Sufficient information collected or provided in support of the SLA being requested through IT discovery or assessment process: Y/N

Additional information required prior to engagement: Y/N If selected Yes, a scope of work and resulting deliverable through (Exhibit A) Strategic IT Assessment will be required and attached.

IT Support Costs:

Wellfleet requested IT on-site support estimated hours per month (minimum) at a billable rate of \$95.00 per normal business hour. Additional hours may be delivered at the same rate as permitted.

Total monthly estimate IT On-Site Support Hours Total (monthly)

IN WITNESS WHEREOF, the parties have caused this instrument to be signed by their individual representatives, whose signatures are hereto affixed.

BARNSTABLE COUNTY
Barnstable County Commissioners:

Date: _____

Barnstable County Administrator:

Date: _____

WELLFLEET
Wellfleet Selectboard

Date: _____

Town Administrator:

Date: _____



**INTERMUNICIPAL AGREEMENT
FOR INFORMATION TECHNOLOGY SERVICES BETWEEN BARNSTABLE COUNTY
AND
THE TOWN OF WELLFLEET**

This Agreement is made and entered into this __ – day of _____, 20__, in accordance with the provisions of Massachusetts General Laws, Chapter 40, section 4A, by and between the County of Barnstable, a Massachusetts governmental unit with a mailing address of 3195 Main Street, Barnstable, Massachusetts (hereinafter referred to as “Barnstable County”), and the Town of Wellfleet, a Massachusetts municipal corporation with a business address of 300 Main Street Wellfleet, MA 02667 (hereinafter referred to as "Wellfleet").

PART I RECITALS

WHEREAS, Barnstable County and Wellfleet have determined that they share a need for information technology services;

WHEREAS, Barnstable County and Wellfleet have determined that the sharing of the benefits and costs of information technology services would be beneficial to both communities;

WHEREAS, this Agreement shall provide for the terms, conditions and liabilities of the parties with respect to these services, including but not limited to terms of cooperation and obligations of each municipality relative to the cost of the services described herein; and

WHEREAS, each of the parties has been authorized to enter into this Agreement in accordance with G.L. c. 40, §4A, as evidenced by the execution of this Agreement by the Wellfleet Select Board and the Board of County Commissioners of Barnstable County.

NOW THEREFORE, in consideration of the promises and mutual benefits to be derived by the parties hereto, Barnstable County and Wellfleet agree as follows:

PART II SCOPE OF SERVICES

Barnstable County IT Department shall provide Wellfleet with information technology support services and deliverables, as selected and more clearly indicated and described in any applicable Exhibits & Statements of Work for Wellfleet attached hereto and incorporated herein.

PART III GENERAL PROVISIONS

- A. **Term.** The term of this Agreement shall commence on the Effective Date and, unless sooner terminated in accordance with this Agreement, shall continue for one year thereafter, provided, however, that if the Services have not been completed in accordance with the terms of this Agreement within one year, the term shall be extended month-to-month until the Services have been so completed.
- B. **Services.** Barnstable County will perform the Services as described in this Agreement, including all applicable Exhibits and Statements of Work attached hereto. At Wellfleet's request, Exhibits shall be supplemented by Barnstable County which supplements shall be as agreed by Wellfleet, with additional detail regarding the Services, project phases, pricing, the work product to be generated by such Services and provided to Wellfleet ("Deliverables"), personnel designated, delivery dates and acceptance criteria for each Deliverable, and the payment schedule. Unless otherwise agreed in writing, Barnstable County's proposal for the Services ("Statement of Work") is hereby incorporated by reference. If any terms of the Proposal conflict with the other provisions of this Agreement, such other provisions will take precedence.
- C. **Acceptance.** The Deliverables shall be subject to acceptance in writing by Wellfleet. Unless a different period is specified in Exhibits, Wellfleet shall have thirty (30) days from receipt of a Deliverable to accept or reject same. Payment shall not be due until Wellfleet has accepted the applicable Deliverable to which an invoice applies.
- D. **Change Control.** Barnstable County shall not make changes to the scope of the Services, nor perform services for which it will request additional compensation not set forth in this Agreement, without Wellfleet prior written approval. The parties will follow a mutually-agreed change control process. At a minimum, Barnstable County will document for review by Wellfleet and approval any oral requests by Wellfleet personnel that Barnstable County believes will result in a change in the scope of the Services outlined herein.
- E. **Termination.** This Agreement may be terminated by either party by giving written notice to the other party. If the Agreement is terminated by Barnstable County, it shall provide Wellfleet with written notice and Wellfleet and Barnstable County shall, within fourteen (14) days of receipt by Wellfleet of such notice from Barnstable County, jointly agree on a schedule for winding down services provided herein. Said schedule shall allow Wellfleet at least thirty (30) days to make alternative service arrangements.
- F. **Assignment.** No party shall assign, sublet or otherwise transfer its rights under this Agreement, in whole or in part, without the prior written consent of the other party.

- G. Modifications.** This Agreement shall not be modified or amended except by a written document by the parties. Unless a provision of this Agreement specifies otherwise, any modifications or amendments shall be executed by the Select Board for Wellfleet and the Barnstable County Commissioners.
- H.** Any employees of Barnstable County performing services pursuant to this Agreement shall not be considered employees of Wellfleet for any purpose and such employees shall remain employees of the Barnstable County for purposes of employee compensation and benefits, including insurance, liability insurance and workers' compensation insurance. While in transit to, returning from and providing services for Wellfleet pursuant to this Agreement, employees of Barnstable County shall have the same rights of defense, immunity and indemnification that they would otherwise have under the law if they were acting within the scope of their employment under the direction of Barnstable County. Barnstable County shall be solely responsible for providing to, and maintaining for, each of its employees who provide services pursuant to this Agreement the same indemnification, defense, right to immunity, employee benefits, death benefits, workers' compensation or similar protection and insurance coverage that would be provided to those employees if they were performing similar services in Barnstable County's jurisdiction.
- I.** To the extent permitted by law, Barnstable County agrees to defend, indemnify, defend and hold harmless Wellfleet from any claims, demands, suits or judgments by third parties which may arise out of the negligent activities of Barnstable County or its employees, including travel, while providing services pursuant to this Agreement, and Barnstable County shall maintain appropriate insurance coverage for liability arising from the subject matter of this Agreement. To the extent permitted by law, Wellfleet agrees to defend, indemnify, defend and hold harmless Barnstable County from any claims, demands, suits or judgments by third parties which may arise out of the negligent activities of Wellfleet or its employees arising from the performance of Wellfleet's obligations under this Agreement.
- J.** Any and all notices, or other communications required or permitted under this Agreement, shall be in writing and delivered by hand, by electronically, or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the parties at the addresses set forth herein or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when received by the recipient when delivered by hand or electronically mail, when deposited with the U.S. Postal Service when delivered by mail or, when deposited with the delivery service, if sent by private overnight or other delivery service.
- K.** Barnstable County, by and through its Information Technology Department staff shall maintain separate, accurate and comprehensive records of all services performed for each of the parties hereto. Barnstable County shall maintain accurate and comprehensive records of all costs incurred by or on account of its provision of service to Wellfleet, and all reimbursements and contributions received

from Wellfleet.

- L. The obligations and conditions set forth in this Agreement may be waived only by a writing signed by the party waiving such obligation or condition. Forbearance or indulgence by a party shall not be construed as a waiver, nor limit the remedies that would otherwise be available to that party under this Agreement or applicable law. No waiver of any breach or default shall constitute or be deemed evidence of a waiver of any subsequent breach or default.
- M. This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and all parties hereto submit to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.
- N. The paragraph headings and titles herein are for convenience only, are no part of this Agreement and shall not affect the interpretation of this Agreement.
- O. If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.
- P. This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral.

PART IV PAYMENT FOR SERVICES

- A. Wellfleet shall compensate Barnstable County for the Services & Deliverables as described on the Statement of Work "attached" and/or any documents or materials referenced and incorporated as part of this agreement.
- B. The service period shall commence and expire at the dates set forth under this Agreement and may optionally be further constrained as detailed under Part III of this Agreement.
- C. The Fee, service details, or terms may be adjusted by an amendment to this Agreement for any subsequent time periods or portions thereof as may be mutually agreed-to by the parties.
- D. The Fees for services shall be invoiced according to the agreed upon and signed Exhibits and Statements of Work attached hereto according to their Schedule of Values as defined.

IN WITNESS WHEREOF, the parties have caused this instrument to be signed by their individual representatives, whose signatures are hereto affixed.

BARNSTBLE COUNTY
Barnstable County Commissioners:

Date: _____

Barnstable County Administrator:

Date: _____

TOWN OF WELLFLEET
Wellfleet Selectboard:

Date: _____

Town Administrator:

Date: _____



SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: January 12, 2021

II

PUBLIC HEARINGS - D

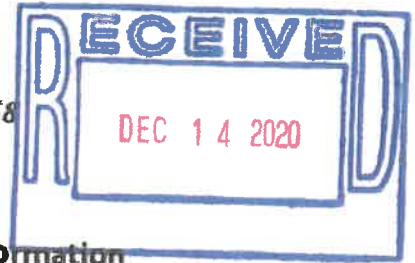
REQUESTED BY:	Principal Clerk
DESIRED ACTION:	Amend Seasonal Liquor License Van Rensselaer's
PROPOSED MOTION:	TBD
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____

**TOWN OF WELLFLEET
PUBLIC HEARING**

In accordance with M.G.L. Chapter 138, notice is hereby given that a virtual public hearing will be held on Tuesday, January 12, 2021 at 6:00 p.m. to consider the following:

- **Application received December 14, 2020 from Van Rensselaer's, Peter Hall, manager to amend the seasonal liquor license to permanently add two patio areas and the front entrance. Descriptions will be available in the Selectmen's packet.**

WELLFLEET BOARD OF SELECTMEN



AMENDMENT-Change or Alteration of Premises Information

Change of Location

- Chg of Location/Alteration of Premises Application
- Financial Statement
- Vote of the Entity
- Supporting financial records
- Legal Right to Occupy
- Floor Plan
- Abutter's Notification
- Advertisement

Alteration of Premises

- Chg of Location/Alteration of Premises Application
- Financial Statement
- Vote of the Entity
- Supporting financial records
- Legal Right to Occupy
- Floor Plan
- Abutter's Notification
- Advertisement

1. BUSINESS ENTITY INFORMATION

Entity Name		Municipality	ABCC License Number
V.R%'s Inc d/b/a Van Rensselaer's		Town of Wellfleet	00015-RS-1348

Please provide a narrative overview of the transaction(s) being applied for. Attach additional pages, if necessary.

Requesting permission for the service of alcoholic beverages to additional outside patio areas to the right and left of our existing covered deck on the southern side of our building and to our entry way pagoda in the northeast corner of the building. Occupancy to be maintained at 150 we are licensed for.

APPLICATION CONTACT
 The application contact is the person who should be contacted with any questions regarding this application.

Name	Title	Email	Phone
Peter Hall	President	vrhall@comcast.net	508-349-2127

2. ALTERATION OF PREMISES

2A. DESCRIPTION OF ALTERATIONS

Please summarize the details of the alterations and highlight any specific changes from the last-approved premises.

adding an 42 X 20 foot outdoor patio in the southeast corner, and a 32 X 18 foot outdoor patio to our southwest corner of the building-with entrances from the existing abutting covered patio and-from the perimeter, allowing access to the bathrooms, kitchen, & dining rooms, securing the patio areas with concrete barriers.

2B. PROPOSED DESCRIPTION OF PREMISES

Please provide a complete description of the proposed premises, including the number of floors, number of rooms on each floor, any outdoor areas to be included in the licensed area, and total square footage. You must also submit a floor plan.

Three dining rooms, including lounge and central bar area, outside deck with awning or roof, handicap accessible entryway in northeast corner, outdoor patios in both the southeast & southwest areas abutting the covered deck with access through the deck doors and outside perimeter. Partial basement under building & small storage shed in rear of building

Total Sq. Footage	6072	Seating Capacity	150	Occupancy Number	150
Number of Entrances	3	Number of Exits	4	Number of Floors	1

AMENDMENT-Change or Alteration of Premises Information

3. CHANGE OF LOCATION

3A. PREMISES LOCATION

Last-Approved Street Address

Proposed Street Address

3B. DESCRIPTION OF PREMISES

Please provide a complete description of the premises to be licensed, including the number of floors, number of rooms on each floor, any outdoor areas to be included in the licensed area, and total square footage. You must also submit a floor plan.

Total Sq. Footage

Seating Capacity

Occupancy Number

Number of Entrances

Number of Exits

Number of Floors

3C. OCCUPANCY OF PREMISES

Please complete all fields in this section. Please provide proof of legal occupancy of the premises. (E.g. Deed, lease, letter of intent)

Please indicate by what means the applicant has to occupy the premises

Lease

Landlord Name

Landlord Phone

Landlord Email

Landlord Address

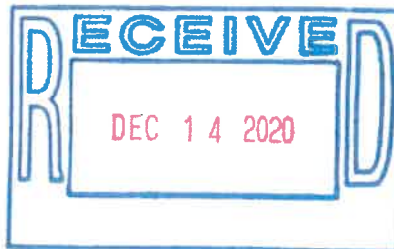
Lease Beginning Date

Rent per Month

Lease Ending Date

Rent per Year

Will the Landlord receive revenue based on percentage of alcohol sales? Yes No



Handwritten signature

4. FINANCIAL DISCLOSURE

Associated Cost(s): (i.e. Costs associated with License Transaction including but not limited to: Property price, Business Assets, Renovations costs, Construction costs, Initial Start-up costs, Inventory costs, or specify other costs):

Associated Cost(s): \$20000.00 in permitting, landscaping, concrete barriers & as needed

SOURCE OF CASH CONTRIBUTION

Please provide documentation of available funds. (E.g. Bank or other Financial institution Statements, Bank Letter, etc.)

Name of Contributor	Amount of Contribution
Peter V. R. Hall	\$10000.00
V.R.'s Inc	\$10000.00
Total	\$20000.00

SOURCE OF FINANCING

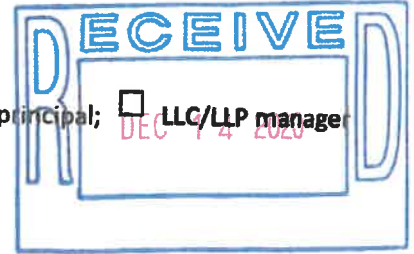
Please provide signed financing documentation.

Name of Lender	Amount	Type of Financing	Is the lender a licensee pursuant to M.G.L. Ch. 138.
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No



[Handwritten signature]

APPLICANT'S STATEMENT



I, Peter V. R. Hall the: sole proprietor; partner; corporate principal; LLC/LLP manager
Authorized Signatory
of V.R.'s Inc d/b/a Van Rensselaer's
Name of the Entity/Corporation

hereby submit this application (hereinafter the "Application"), to the local licensing authority (the "LLA") and the Alcoholic Beverages Control Commission (the "ABCC" and together with the LLA collectively the "Licensing Authorities") for approval.

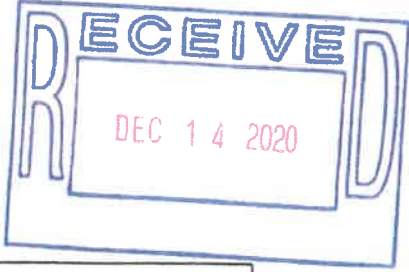
I do hereby declare under the pains and penalties of perjury that I have personal knowledge of the information submitted in the Application, and as such affirm that all statements and representations therein are true to the best of my knowledge and belief. I further submit the following to be true and accurate:

- (1) I understand that each representation in this Application is material to the Licensing Authorities' decision on the Application and that the Licensing Authorities will rely on each and every answer in the Application and accompanying documents in reaching its decision;
- (2) I state that the location and description of the proposed licensed premises are in compliance with state and local laws and regulations;
- (3) I understand that while the Application is pending, I must notify the Licensing Authorities of any change in the information submitted therein. I understand that failure to give such notice to the Licensing Authorities may result in disapproval of the Application;
- (4) I understand that upon approval of the Application, I must notify the Licensing Authorities of any change in the ownership as approved by the Licensing Authorities. I understand that failure to give such notice to the Licensing Authorities may result in sanctions including revocation of any license for which this Application is submitted;
- (5) I understand that the licensee will be bound by the statements and representations made in the Application, including, but not limited to the identity of persons with an ownership or financial interest in the license;
- (6) I understand that all statements and representations made become conditions of the license;
- (7) I understand that any physical alterations to or changes to the size of the area used for the sale, delivery, storage, or consumption of alcoholic beverages, must be reported to the Licensing Authorities and may require the prior approval of the Licensing Authorities;
- (8) I understand that the licensee's failure to operate the licensed premises in accordance with the statements and representations made in the Application may result in sanctions, including the revocation of any license for which the Application was submitted; and
- (9) I understand that any false statement or misrepresentation will constitute cause for disapproval of the Application or sanctions including revocation of any license for which this Application is submitted.
- (10) I confirm that the applicant corporation and each individual listed in the ownership section of the application is in good standing with the Massachusetts Department of Revenue and has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

Signature: [Handwritten Signature]

Date: 12/11/2020

Title: President



CORPORATE VOTE

The Board of Directors or LLC Managers of Entity Name

duly voted to apply to the Licensing Authority of and the City/Town

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on Date of Meeting

For the following transactions (Check all that apply):

- Alteration of Licensed Premises
- Change of Location
- Other

"VOTED: To authorize

Name of Person

to sign the application submitted and to execute on the Entity's behalf, any necessary papers and do all things required to have the application granted."

For Corporations ONLY

A true copy attest,

A true copy attest,

Corporate Officer / LLC Manager Signature

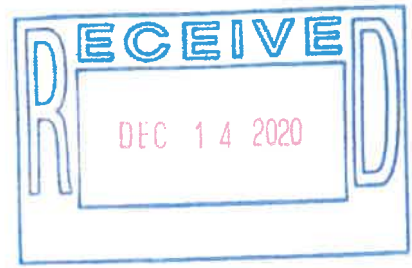
Corporation Clerk's Signature

PETER V. R. HALL
(Print Name)

PETER V. R. HALL
(Print Name)



The Commonwealth of Massachusetts
 Alcoholic Beverages Control Commission
 95 Fourth Street, Suite 3, Chelsea, MA 02150-2358
 www.mass.gov/abcc



RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION
 MONETARY TRANSMITTAL FORM

AMENDMENT-Change or Alteration of Premises Information

APPLICATION SHOULD BE COMPLETED ON-LINE, PRINTED, SIGNED, AND SUBMITTED TO THE LOCAL LICENSING AUTHORITY.

ECRT CODE: RETA

Please make \$200.00 payment here: [ABCC PAYMENT WEBSITE](#)

PAYMENT MUST DENOTE THE NAME OF THE LICENSEE CORPORATION, LLC, PARTNERSHIP, OR INDIVIDUAL AND INCLUDE THE PAYMENT RECEIPT

ABCC LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY)

ENTITY/ LICENSEE NAME

ADDRESS

CITY/TOWN STATE ZIP CODE

For the following transactions (Check all that apply):

- New License
- Transfer of License
- Change of Manager
- Change of Officers/Directors
- Change of Ownership Interest
- Change Corporate Name
- Change of DBA
- Alteration of Licensed Premises
- Change of Location
- Other
- Change of Class (i.e. Annual / Seasonal)
- Change of License Type (i.e. club / restaurant)
- Change of Category (i.e. All Alcohol/Wine, Malt)
- Issuance/Transfer of Stock/New Stockholder
- Change Corporate Structure (i.e. Corp / LLC)
- Change of Hours
- Pledge of Collateral (i.e. License/Stock)
- Management/Operating Agreement

THE LOCAL LICENSING AUTHORITY MUST MAIL THIS TRANSMITTAL FORM ALONG WITH COMPLETED APPLICATION, AND SUPPORTING DOCUMENTS TO:

Alcoholic Beverages Control Commission
 95 Fourth Street, Suite 3
 Chelsea, MA 02150-2358

Payment Confirmation

YOUR PAYMENT HAS PROCESSED AND THIS IS YOUR RECEIPT

Your account has been billed for the following transaction. You will receive a receipt via email and via text message.



Processed Successfully.

INVOICE #: 1244006, 1200, 12/11/2020 2:06:15 PM EDT

FILING FEES-RETAIL	V.R.'s Inc d/b/a Van Rensselaer's	\$200.00
		\$200.00

Total Convenience Fee: **\$4.70**

Date Paid: **12/11/2020 2:06:15 PM EDT**

Total Amount Paid: **\$204.70**

Payment On Behalf Of

License Number or Business Name:
V.R.'s Inc d/b/a Van Rensselaer's

Fee Type:
FILING FEES-RETAIL

Billing Information

First Name:
Peter

Last Name:
Hall

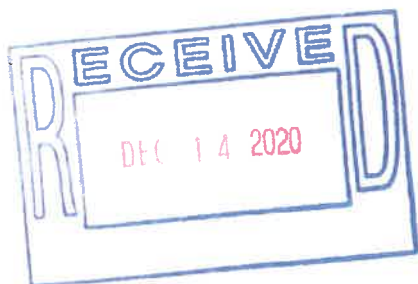
Address:
935 State Hwy

City:
S. Wellfleet

State:
MA

Zip Code:
02663

Email Address:
vrhall@comcast.net



**Peter V.R. Hall
General Manager
Van Rensselaer's Restaurant & Raw Bar
PO Box 535
South Wellfleet, Ma. 02663
vrhall@comcast.net
508-349-2127**



December 9, 2020

**Peter V. R. Hall
President
V. R.'s Inc.
1019 State Highway, Route 6
South Wellfleet, Ma. 02663-0535**


On this date, the board of Directors unanimously votes for V.R.'s Inc. DBA Van Rensselaer's Restaurant & Raw Bar to apply for an alteration to our existing Common Victualer License for all kinds of Alcoholic Beverages #00015-RS-1348 for the property at 1019 State Highway, Route 6, Wellfleet, Ma. 02663-0535. Asking to be allowed to permanently add alcoholic service on a 42 foot X 20 foot area (replacing 4 parking spaces) in the southeast corner (abutting the covered porch, and a 32 foot front X 18 foot area (currently 3 parking areas) in the southwest corner abutting the porch, which we plan to place tables with umbrellas/~~and or a tent~~ on and have a concrete barrier. ~~We plan to~~ make sure our occupancy overall does not exceed the 150 person one we possess.

Voted and signed today December 9 2020


Peter V. R. Hall, President V.R.'s Inc


Peter V. R. Hall, Secretary V.R.'s Inc


Peter V. R. Hall, Treasurer V.R.'s Inc


Peter V. R. Hall, 100 % stockholder V.R.'s Inc

SEASONAL

LICENSE

00015-RS-1348

ALCOHOLIC BEVERAGES

THE LICENSING BOARD OF

The.....Town.....of.....Wellfleet.....

MASSACHUSETTS

HEREBY GRANTS A

COMMON VICTUALER

License to Expose, Keep for Sale, and to Sell

All Kinds of Alcoholic Beverages

To Be Drunk On the Premises

ToV.R.'s, Inc., d/b/a Van Rensselaer's.....

Peter VR Hall, Manager.....

on the following described premises 1019 Route 6

Three dining rooms, including lounge, outside deck with overhead awning or roof,
partial basement used for storage with exit in front, middle left side and small
storage shed located behind building. Total seating is 150.

This license is granted and accepted upon the express condition that the licensee shall, in all respects, conform to all the provisions of the Liquor Control Act, Chapter 138 of the General Laws, as amended, and any rules or regulations made thereunder by the licensing authorities. This license expires November 30, 2020, unless earlier suspended, cancelled or revoked.

IN TESTIMONY WHEREOF, the undersigned have hereunto affixed their official signatures thistwenty fourth.....day ofMarch.....20 20.....

The Hours during which Alcoholic Beverages may be sold are

From ...8:00 am.-.1:00 am.....

Sundays 10:00 am - 1:00 am.....

..Memorial Day & Thanksgiving:.....

12 noon - 1:00 am.....

.....

.....

Handwritten signatures of three board members

LICENSING BOARD

THIS LICENSE SHALL BE DISPLAYED ON THE PREMISES IN A CONSPICUOUS POSITION WHERE IT CAN EASILY BE READ

Town of Wellfleet, Massachusetts

TEMPORARY LICENSE

On June 6, 2020, Governor Charlie Baker declared that the Commonwealth had entered Phase II of its reopening plan. According to the Governor and the Executive Office of Housing and Economic Development, licensees for on-premises consumption of alcohol may commence outdoor seated service, provided food is prepared on-site under a retail food permit issued by a municipal authority pursuant to 105 CMR 590.000.

This is to certify that the Board of Selectmen of the Town of Wellfleet has granted a temporary license to:

VR's, Inc. dba Van Rensselaer's




DESCRIPTION OF OUTDOOR PREMISES:

Additional area to include a screen door and steps to existing porch with umbrellas or a tent over the areas.

FOR THE SALE OF:

This license is granted and accepted upon the express condition that the license shall, in all respects form to all the provisions of the Liquor Control Act, Chapter 138 of the General Laws as amended, and any rules or regulations made thereunder by the Board of Selectmen.

IN TESTIMONY WHEREOF, the undersigned have hereunto affixed their official signatures on June 9, 2020

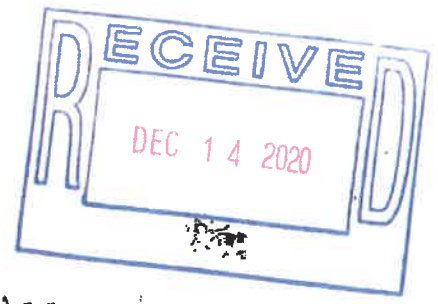




Select Board

Expires: November 1, 2020 or until the order is rescinded, whichever comes first

December 18th, 2020

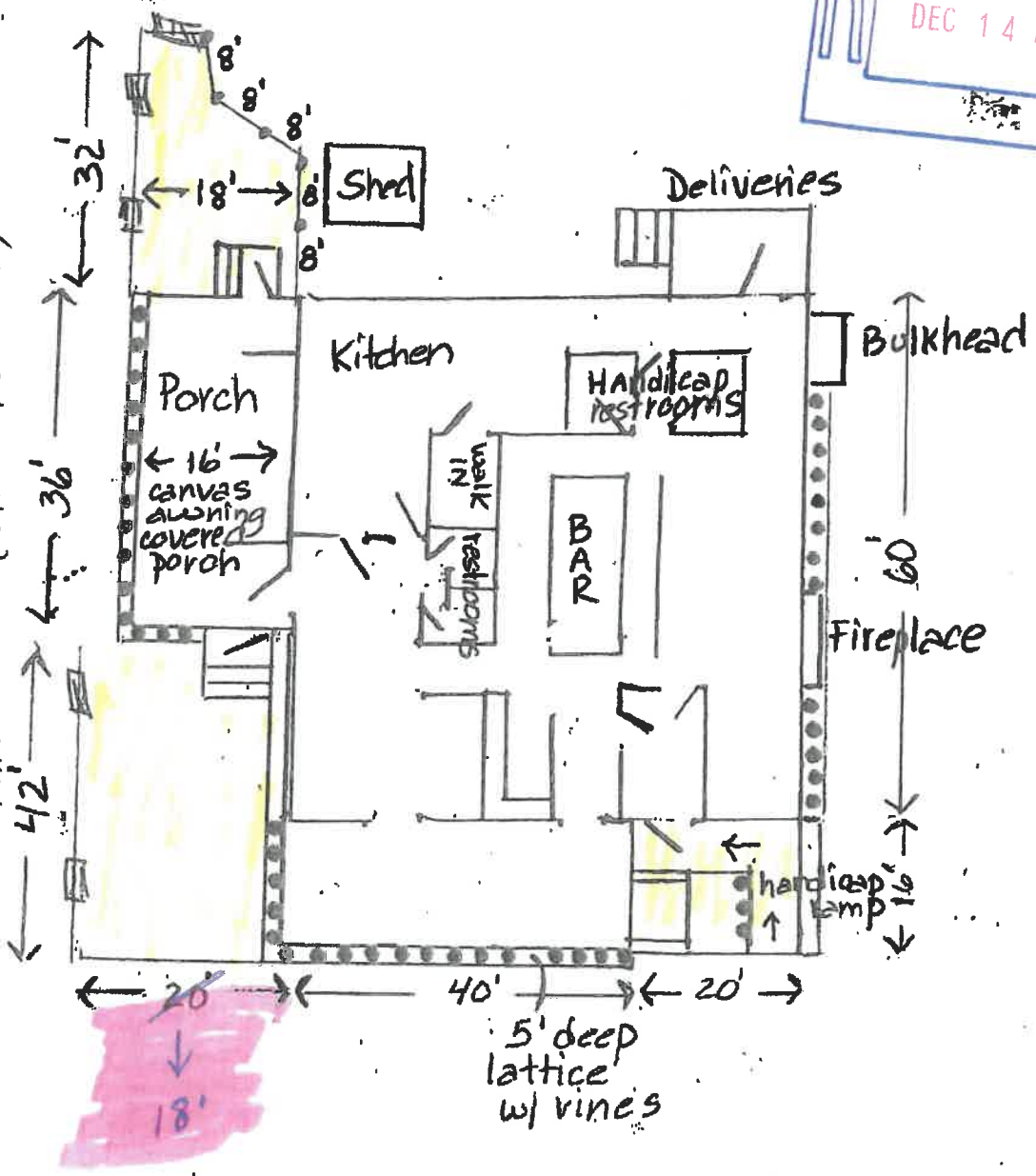
- AREAS BEING ASKED TO MAKE PERMANENT ON LICSA



MOTEL POOL FIELDS + MOTEL
MOTEL RIGHT OF WAY
P. HALL'S (V.I.R.'S PROPERTY)

ENTRANCE
NO DOORS

WEST



H
I
R
O
N

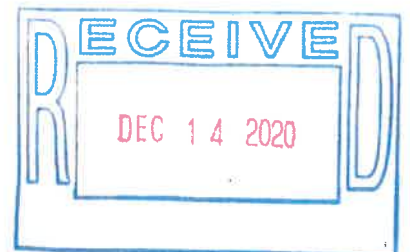
EAST

State Highway Rt 6

MW

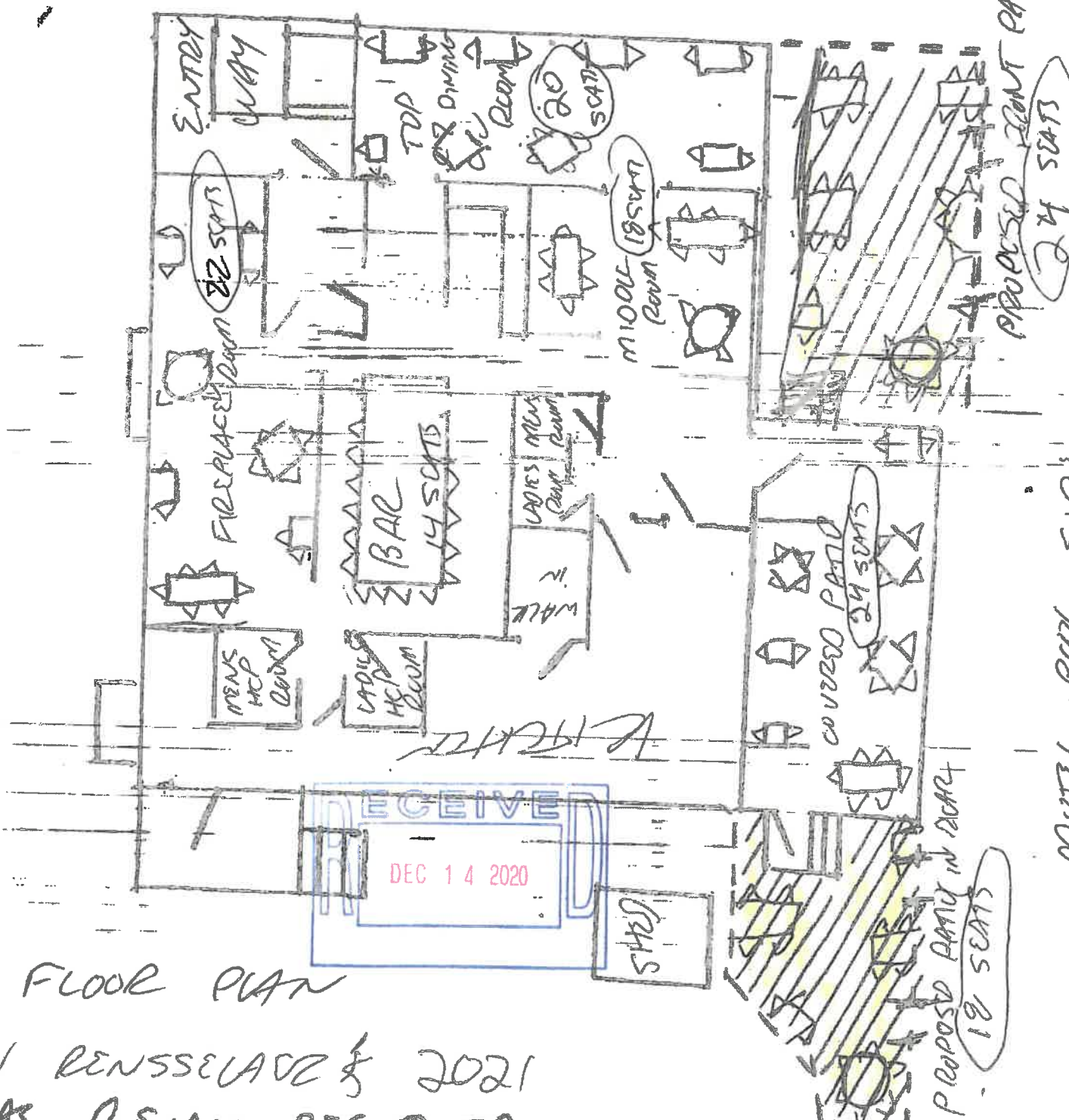


AREAS BEING REQUESTED TO ADD
TO LIQUOR LICENSE



HIGHWAY ROUTE 6

PROVINCETOWN SIDE



FLOOR PLAN

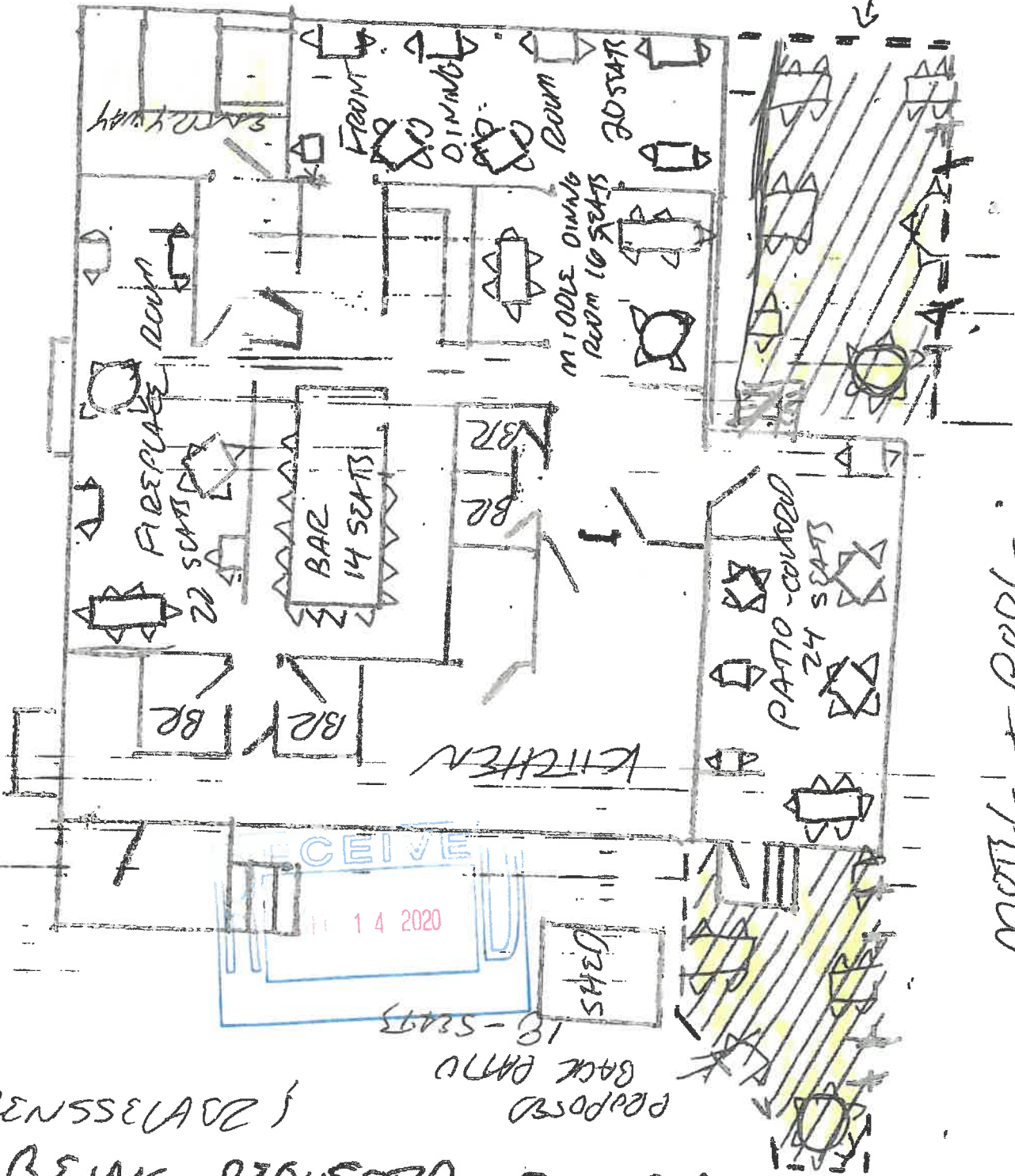
VAN RENSSELAER & 2021 AREAS BEING REQUESTED TO ADD TO LIQUOR LICENSE

150 SEATS ALLOWED AS SHOWN 140 (SET-UP FOR COVID-19 SOCIAL DISTANCING)

HIGHWAY

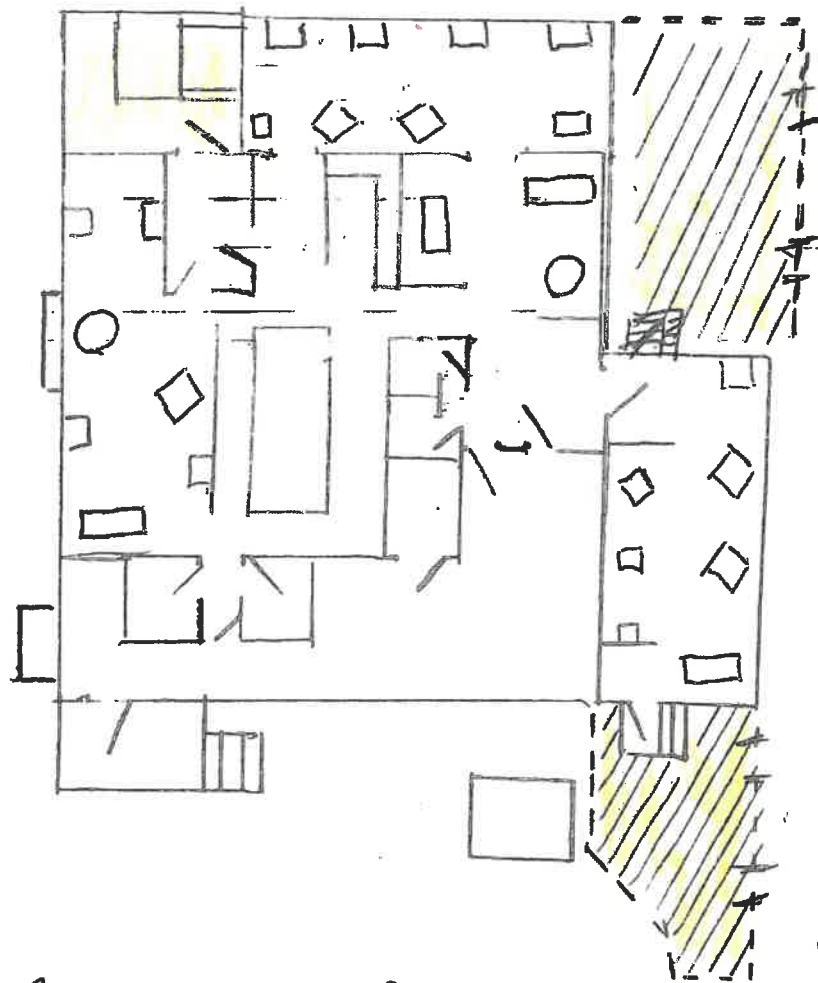
FRONT PART
24 SEATS
PROPOSED

NORTH - CROWN SIDE

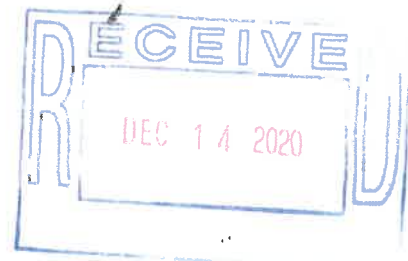


VAN RENSSSELAER'S
 AREAS BEING REQUESTED TO ADD
 TO LIQUOR LICENSE - FLOOR PLAN
 150 SEATS ALLOWED

NORTH - SIDE



AREAS BEING REQUESTED TO ADD
TO LIQUOR LICENSE

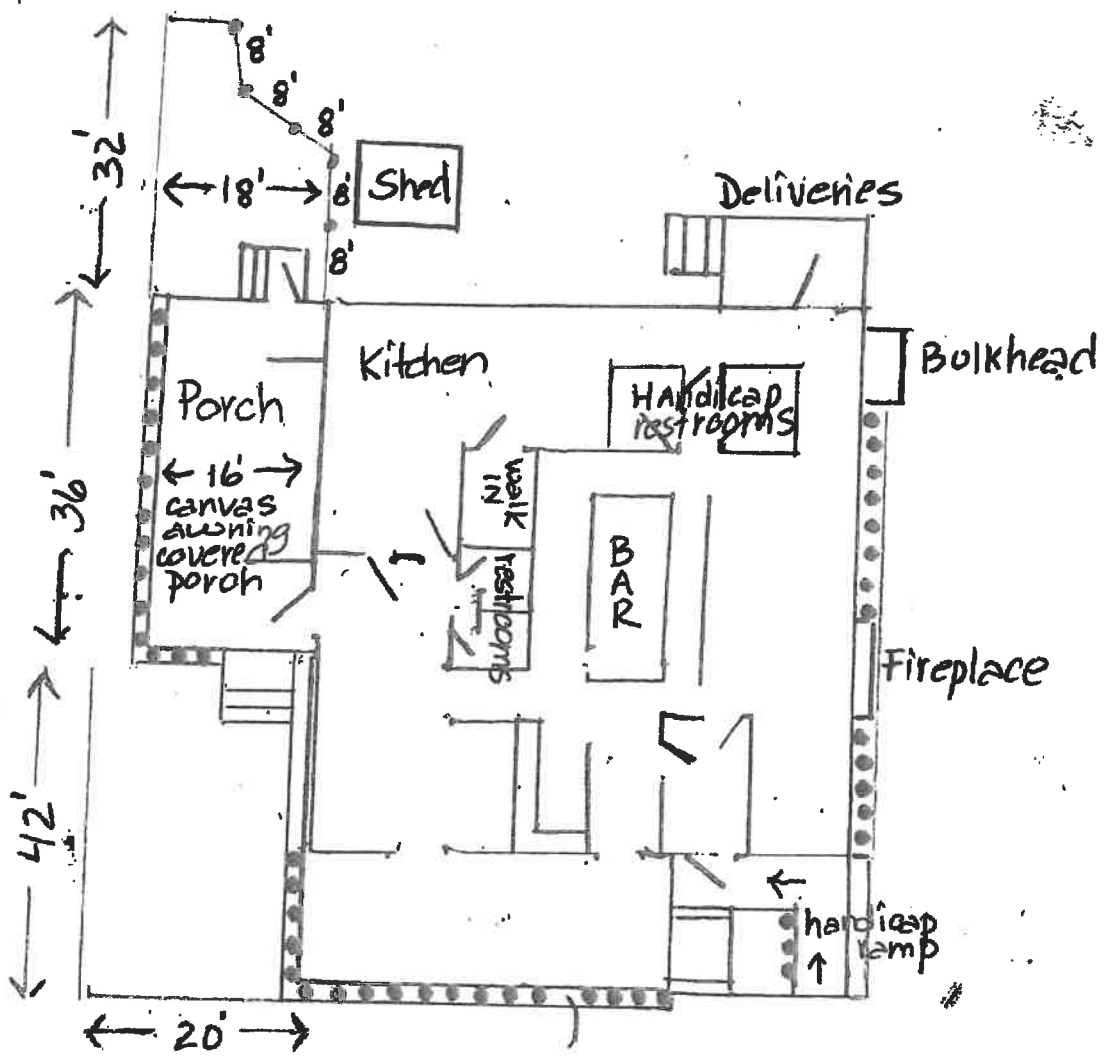


December 9TH 2020

WEST

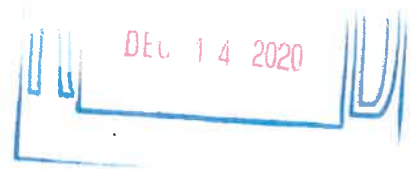
SOUTH

NORTH



EAST

State Highway Rt 6



COMMERCIAL LEASE



This Lease Agreement (this "Lease") is dated as of June 01, 2020, by and between Peter Hall ("Landlord"), and V.R.'s Inc d/b/a Van Rensselaer's Restaurant & Raw Bar ("Tenant"). The parties agree as follows:

PREMISES. Landlord, in consideration of the lease payments provided in this Lease, leases to Tenant Restaurant & Lounge located at 1019 State highway, Route 6, S. Wellfleet, Ma. 02663-0535 (the "Premises") located at 1019 State Highway, Route 6, Wellfleet, MA 02667.

TERM. The lease term will begin on January 01, 2020 and will terminate on December 31, 2025.

LEASE PAYMENTS. Tenant shall pay to Landlord monthly installments of \$5,833.33, payable in advance on the fifteenth day of each month. Lease payments shall be made to the Landlord at 20 Duck Marsh Lane, PO box 535, N. Eastham, Massachusetts 02651-0893. The payment address may be changed from time to time by the Landlord.

POSSESSION. Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing. At the expiration of the term, Tenant shall remove its goods and effects and peaceably yield up the Premises to Landlord in as good a condition as when delivered to Tenant, ordinary wear and tear excepted.

USE OF PREMISES. Tenant may use the Premises only for Restaurant & Lounge, as allowed by the Town of Wellfleet, Ma. The Premises may be used for any other purpose only with the prior written consent of Landlord, which shall not be unreasonably withheld. Tenant shall notify Landlord of any anticipated extended absence from the Premises not later than the first day of the extended absence.

EXCLUSIVITY. Landlord shall not directly or indirectly, through any employee, agent, or otherwise, lease any space within the property (except the Premises herein described), or permit the use or occupancy of any such space whose primary business activity is in, or may result in, competition with the Tenants primary business activity. The Landlord hereby gives the Tenant the exclusive right to conduct their primary business activity on the property.

PARKING. Tenant shall be entitled to use 60 parking space(s) for the parking of the Tenant's customers'/guests' motor vehicle(s).

PHAM

PROPERTY INSURANCE. Landlord and Tenant shall each maintain appropriate insurance for their respective interests in the Premises and property located on the Premises. Landlord shall be named as an additional insured in such policies. Tenant shall deliver appropriate evidence to Landlord as proof that adequate insurance is in force issued by companies reasonably satisfactory to Landlord. Landlord shall receive advance written notice from the insurer prior to any termination of such insurance policies. Tenant shall also maintain any other insurance which Landlord may reasonably require for the protection of Landlord's interest in the Premises. Tenant is responsible for maintaining casualty insurance on its own property.

LIABILITY INSURANCE. Tenant shall maintain liability insurance on the Premises in a total aggregate sum of at least \$2,000,000.00. Tenant shall deliver appropriate evidence to Landlord as proof that adequate insurance is in force issued by companies reasonably satisfactory to Landlord. Landlord shall receive advance written notice from the insurer prior to any termination of such insurance policies.

RENEWAL TERMS. This Lease shall automatically renew for an additional period of 12 months per renewal term, unless either party gives written notice of termination no later than 90 days prior to the end of the term or renewal term. The lease terms during any such renewal term shall be the same as those contained in this Lease except that the lease installment payments shall be \$7,000.00 per month.

MAINTENANCE. Tenant shall have the responsibility to maintain the Premises in good repair at all times during the term of this Lease.

UTILITIES AND SERVICES. ~~Tenant shall be responsible for all utilities and services incurred in connection with the Premises.~~

TAXES. Taxes attributable to the Premises or the use of the Premises shall be allocated as follows:

PERSONAL TAXES. Tenant shall pay all personal taxes and any other charges which may be levied against the Premises and which are attributable to Tenant's use of the Premises, along with all sales and/or use taxes (if any) that may be due in connection with lease payments.

TERMINATION UPON SALE OF PREMISES. Notwithstanding any other provision of this Lease, Landlord may terminate this lease upon 90 days' written notice to Tenant that the Premises have been sold.

DEFAULTS. Tenant shall be in default of this Lease if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation within 5 days (or any other obligation within 10 days)

PHM

PHM

after written notice of such default is provided by Landlord to Tenant, Landlord may take possession of the Premises without further notice (to the extent permitted by law), and without prejudicing Landlord's rights to damages. In the alternative, Landlord may elect to cure any default and the cost of such action shall be added to Tenant's financial obligations under this Lease. Tenant shall pay all costs, damages, and expenses (including reasonable attorney fees and expenses) suffered by Landlord by reason of Tenant's defaults. All sums of money or charges required to be paid by Tenant under this Lease shall be additional rent, whether or not such sums or charges are designated as "additional rent". The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.

LATE PAYMENTS. For each payment that is not paid within _____ days after its due date, Tenant shall pay a late fee equal to 5 % of the required payment.

HOLDOVER. If Tenant maintains possession of the Premises for any period after the termination of this Lease ("Holdover Period"), Tenant shall pay to Landlord lease payment(s) during the Holdover Period at a rate equal to the normal payment rate set forth in the Renewal Terms paragraph.

CUMULATIVE RIGHTS. The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

REMODELING OR STRUCTURAL IMPROVEMENTS. Tenant shall have the obligation to conduct any construction or remodeling (at Tenant's expense) that may be required to use the Premises as specified above. Tenant may also construct such fixtures on the Premises (at Tenant's expense) that appropriately facilitate its use for such purposes. ~~Such construction shall be undertaken and such fixtures may be erected only with the prior written consent of the Landlord which shall not be unreasonably withheld.~~ Tenant shall not install awnings or advertisements on any part of the Premises without Landlord's prior written consent. At the end of the lease term, Tenant shall be entitled to remove (or at the request of Landlord shall remove) such fixtures, and shall restore the Premises to substantially the same condition of the Premises at the commencement of this Lease.

ACCESS BY LANDLORD TO PREMISES. Subject to Tenant's consent (which shall not be unreasonably withheld), Landlord shall have the right to enter the Premises to make inspections, provide necessary services, or show the unit to prospective buyers, mortgagees, tenants or workers. However, Landlord does not assume any liability for the care or supervision of the Premises. As provided by law, in the case of an emergency, Landlord may enter the Premises without Tenant's consent. During the last three months of this Lease, or any extension of this Lease, Landlord shall be allowed to display the usual "To Let" signs and show the Premises to prospective tenants.

PHM

PHM

INDEMNITY REGARDING USE OF PREMISES. To the extent permitted by law, Tenant agrees to indemnify, hold harmless, and defend Landlord from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which Landlord may suffer or incur in connection with Tenant's possession, use or misuse of the Premises, except Landlord's act or negligence.

DANGEROUS MATERIALS. Tenant shall not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might substantially increase the danger of fire on the Premises, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of Landlord is obtained and proof of adequate insurance protection is provided by Tenant to Landlord.

COMPLIANCE WITH REGULATIONS. Tenant shall promptly comply with all laws, ordinances, requirements and regulations of the federal, state, county, municipal and other authorities, and the fire insurance underwriters. However, Tenant shall not by this provision be required to make alterations to the exterior of the building or alterations of a structural nature.

MECHANICS LIENS. Neither the Tenant nor anyone claiming through the Tenant shall have the right to file mechanics liens or any other kind of lien on the Premises and the filing of this Lease constitutes notice that such liens are invalid. Further, Tenant agrees to (1) give actual advance notice to any contractors, subcontractors or suppliers of goods, labor, or services that such liens will not be valid, and (2) take whatever additional steps that are necessary in order to keep the premises free of all liens resulting from construction done by or for the Tenant.

~~**DISPUTE RESOLUTION.** The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.~~

Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire dispute or is unavailable, any outstanding issues will be submitted to final and binding arbitration under the rules of the American Arbitration Association. The arbitrator's award will be final, and judgment may be entered upon it by any court having proper jurisdiction.

SUBORDINATION OF LEASE. This Lease is subordinate to any mortgage that now exists, or may be given later by Landlord, with respect to the Premises.

ASSIGNABILITY/SUBLETTING. Tenant may not assign or sublease any interest in the Premises, nor effect a change in the majority ownership of the Tenant (from the ownership existing

P HML

MM

at the inception of this lease), nor assign, mortgage or pledge this Lease, without the prior written consent of Landlord, which shall not be unreasonably withheld.

NOTICE. Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

LANDLORD:

Peter Hall
20 Duck Marsh Lane, PO box 893
N. Eastham, Massachusetts 02651-0893

TENANT:

V.R.'s Inc d/b/a Van Rensselaer's Restaurant & Raw Bar
Po Box 535
S. Wellfleet, Massachusetts 02663

Such addresses may be changed from time to time by any party by providing notice as set forth above. Notices mailed in accordance with the above provisions shall be deemed received on the third day after posting.

GOVERNING LAW. This Lease shall be construed in accordance with the laws of the Commonwealth of Massachusetts.

ENTIRE AGREEMENT/AMENDMENT. This Lease Agreement contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

SEVERABILITY. If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

WAIVER. The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

P. Hall

[Signature]

BINDING EFFECT. The provisions of this Lease shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors and assigns.

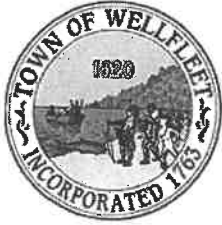
This Commercial Lease is executed and agreed to by:

Peter V R Hall _____

Peter V R Hall
Pvrhall.vr@gmail.com
December 11, 2020 at 11:35 am
Recorded at IP 76.19.224.33


Waiting for signature

Peter Hall
12/11/2020 11:35 AM



SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: January 12, 2021

II

PUBLIC HEARING(S) - E

REQUESTED BY:	Principal Clerk
DESIRED ACTION:	Closure of Bair and Tackle Restaurant
PROPOSED MOTION:	
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____

**TOWN OF WELLFLEET
PUBLIC HEARING**

In accordance with M.G.L. Chapter 138, notice is hereby given that the Wellfleet Board of Selectmen will hold a virtual public hearing on Tuesday, January 12, 2021 at 6:00 p.m. to consider the following:

- **Request received from Beth Andreoli to close the Block and Tackle from December to March.**

WELLFLEET BOARD OF SELECTMEN

The Block & Tackle

Beth Andreoli
Patrick Pokras

545 State Highway
Wellfleet, MA 02667
774-383-3967
info@theblockandtackle.com

Wellfleet Board of Selectmen
300 Main Street
Wellfleet, MA 02667

December 14, 2020

Dear Wellfleet Board of Selectmen,

We would like to request an extended closure for The Block & Tackle restaurant at 545 State Highway, Wellfleet. This year due to COVID we made the decision to do take-out and outdoor dining only. This of course has been a struggle financially.

We have every confidence that had it been "normal" times and we were open indoors our plans for winter activities; live music, sports and indoor events would be enough for us to survive the slow winter months.

As we have never been open inside since we took over, it is more than a "flip of a switch" to open up indoors especially with the risks to staff and patrons. Our intention is and has been to be year-round with little to no winter break, this year financially we are not able to make it work. Unfortunately, due to being a new business we were not eligible for the PPP loan nor have we received any other COVID relief which would have helped us make it through the winter. We have diligently applied for every grant we have come across.

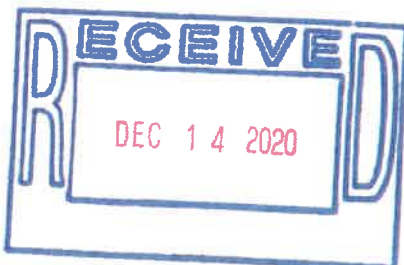
We would like to close on December 27th and stay closed for January and February, begin reopening in March. During our break we will take the time to prepare the restaurant for indoor dining.

Thank you for considering this request.

Sincerely,

Beth Andreoli

Beth Andreoli
Patrick Pokras





SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: January 12, 2021

III

LICENSES

REQUESTED BY:	Principal Clerk
DESIRED ACTION:	Renewal of Seasonal Liquor Licenses
PROPOSED MOTION:	I move to approve the renewal of the annual liquor licenses as presented in the packet and by the Principal Clerk: Blackfish Variety Blue Willow Fine Foods The Block and Tackle Ceraldi C Shore Cumberland Farms Dent Donuts Emack & Bolio's Flying Fish Café Fox and Crow Café Harbor Stage Company JB's Pizza Bar and Grill Mac's Seafood Market Mac's Seafood Takeout Mac's Shack Maurice's Campground PB Boulangerie Bistro PJ's Family Restaurant Wellfleet Beachcomber Wellfleet Harbor Actors Theater Wellfleet Marketplace The Wicked Oyster



SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: January 12, 2021

III

LICENSES

REQUESTED BY:	Principal Clerk
DESIRED ACTION:	Renewal of Seasonal Licenses – Weekday Entertainment
PROPOSED MOTION:	I move to approve the renewal of the annual licenses as presented in the packet and by the Principal Clerk: Flying Fish Café Harbor Stage Company PB Boulangerie Bistro Wellfleet Beachcomber Wellfleet Harbor Actors Theater Wellfleet Preservation Hall The Wicked Oyster
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):



SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: January 12, 2021

III

LICENSES

REQUESTED BY:	Principal Clerk
DESIRED ACTION:	Renewal of Seasonal Licenses – Sunday Entertainment
PROPOSED MOTION:	I move to approve the renewal of the annual licenses as presented in the packet and by the Principal Clerk: Harbor Stage Company PB Boulangerie Bistro Wellfleet Beachcomber Wellfleet Preservation Hall The Wicked Oyster
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):



SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: January 12, 2021

III

LICENSES

REQUESTED BY:	Principal Clerk
DESIRED ACTION:	Renewal of Seasonal Licenses – Class 2
PROPOSED MOTION:	I move to approve the renewal of the annual licenses as presented in the packet and by the Principal Clerk: Wellfleet Service Center
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):



SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: January 12, 2021

IV

BOARD/COMMITTEE APPOINTMENTS & UPDATES – A

REQUESTED BY:	Principal Clerk
DESIRED ACTION:	Appointment of Steve Oliver to the Planning Board
PROPOSED MOTION:	I move to approve Steve Oliver as an alternate member to the Planning Board for a three year term
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____



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

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

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

Name Steve Oliver Date 12/01/2020

Mailing Address _____

Wellfleet, MA 02667

Phone (Home) (508) 349-9375 (cell) _____

E-mail none

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

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

Committees/Boards of Interest: 1) Planning Board

2) _____

3) _____

DEC 2020



SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: January 12, 2021

IV

BOARD/COMMITTEE APPOINTMENTS & UPDATES – B

REQUESTED BY:	Principal Clerk
DESIRED ACTION:	Appointment of Steve Blanchard to the Rights of Public Access Committee
PROPOSED MOTION:	I move to approve Steve Blanchard as a member to the Rights of Public Access Committee for a three year term
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____



TOWN OF WELLFLEET
APPLICATION FOR TOWN BOARDS & COMMITTEES MEMBERSHIP

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

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

□ Name STEVE BLANCHARD Date Nov 30, 2020

Mailing Address ~~XXXXXXXXXXXX~~
WELLFLEET MA 02667

Phone (Home) 508 349 9886 (cell) 413 281 5829

E-mail JSTEVENSBLANCHARD@GMAIL.COM

□ Please describe briefly any work experience, including volunteer service, that you feel would be useful to the Town: BUILT SAMPLE WEB SITE FOR WELLFLEET LIBRARY EARLY 2012

IN THE BERKSHIRES: TECH ADVISORY SUDBRIDGE BOWL ASSOCIATION
MEMBER, TREASURER & PRESIDENT OF BERKSHIRE MUSEUM PHOTOGRAPHY CLUB
TECH SUPPORT FOR BERKSHIRE FAMILY HISTORY ASSOCIATION

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

RETIRED ELECTRICAL & SOFTWARE ENGINEER

□ Committees/Boards of Interest: 1) RIGHTS OF PUBLIC ACCESS COMMITTEE
2) _____
3) _____



SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: January 12, 2021

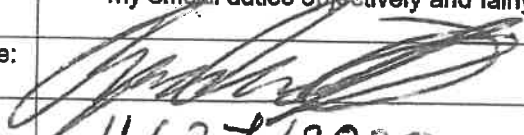
IV

BOARD/COMMITTEE APPOINTMENTS & UPDATES – B

REQUESTED BY:	Ryan Curley
DESIRED ACTION:	Conflict of interest disclosure
PROPOSED MOTION:	TBD
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____

**DISCLOSURE OF APPEARANCE OF CONFLICT OF INTEREST
AS REQUIRED BY G. L. c. 268A, § 23(b)(3)**

PUBLIC EMPLOYEE INFORMATION	
Name of public employee:	Ryan D. Curley
Title or Position:	Select Board Member
Agency/Department:	Town of Wellfleet
Agency address:	286 Main St. Wellfleet, MA, 02667
Office Phone:	508-349-0300
Office E-mail:	bos@wellfleet-ma.gov
	<p>In my capacity as a state, county or municipal employee, I am expected to take certain actions in the performance of my official duties. Under the circumstances, a reasonable person could conclude that a person or organization could unduly enjoy my favor or improperly influence me when I perform my official duties, or that I am likely to act or fail to act as a result of kinship, rank, position or undue influence of a party or person.</p> <p>I am filing this disclosure to disclose the facts about this relationship or affiliation and to dispel the appearance of a conflict of interest.</p>
APPEARANCE OF FAVORITISM OR INFLUENCE	
Describe the issue that is coming before you for action or decision.	Ongoing litigation involving the Town of Wellfleet and Chellise L. Sexton ("Sexton").
What responsibility do you have for taking action or making a decision?	As a member of the Wellfleet Selectboard, I may take part in discussions in regards to ongoing litigation. In these discussions the Selectboard might direct the town's legal council to pursue or not pursue legal remedies.
Explain your relationship or affiliation to the person or organization.	Sexton had filed suite against my aunt and uncle Robert L. Paine and Shelia L. Paine over title to the campground (then known as Paine's Campground, now Wellfleet Hollow) they owned and an adjacent residential property between 1999 and 2017. Neither I nor any of my immediate family held an interest in the property that my aunt and uncle held to my knowledge. All litigation in the Sexon vs. Paine cases have been resolved. Additionally to my knowledge no member of my family, immediate or otherwise, holds an interest in the title of the land that the Town holds and Sexton is questioning.
How do your official actions or decision matter to the person or organization?	As a member of the Wellfleet Selectboard, I may take part in discussions in regards to ongoing litigation. In these discussions the Selectboard might direct the Town's legal council to pursue or not pursue legal remedies.

Optional: Additional facts – e.g., why there is a low risk of undue favoritism or improper influence.	I have had no contact with Sexton. I have not been a party to any litigation involving Sexton nor a witness in any previous cases.
If you cannot confirm this statement, you should recuse yourself.	WRITE AN X TO CONFIRM THE STATEMENT BELOW. <input checked="" type="checkbox"/> X Taking into account the facts that I have disclosed above, I feel that I can perform my official duties objectively and fairly.
Employee signature:	
Date:	11/26/2020

Attach additional pages if necessary.

Not elected to your public position – file with your appointing authority.

Elected state or county employees – file with the State Ethics Commission.

Members of the General Court – file with the House or Senate clerk or the State Ethics Commission.

Elected municipal employee – file with the City Clerk or Town Clerk.

Elected regional school committee member – file with the clerk or secretary of the committee.



SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: January 12, 2021

V

BUSINESS - B

REQUESTED BY:	Chief Michael Hurley
DESIRED ACTION:	Summer Officer Program
PROPOSED MOTION:	I move to approve the summer officer program as presented to the board by Chief Hurley
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____

Town of Wellfleet
Police Department

December 21, 2020

To: Wellfleet Select Board
From: Chief Michael P. Hurley

Subject: Phasing out Reserve/Summer Officer Program

Back in 2018 during the budget process, retired Chief Fisetta advised the Select Board and Finance Committee that the Reserve Officer Program was in jeopardy of being phased out. This past budget year, I informed the Select Board this process was still moving forward and as a result we were seeing a decline in applications. For the summer of 2020, the department only received a handful of applications leaving half the positions unfilled.

During the busy summer months (and now even busier off-season) the Reserve Officer program has allowed us to increase staffing to handle the influx of calls for service, traffic and beach issues. With the phasing out of this program, I am concerned that the current full-time staff (14 officers which include myself and the Lieutenant) will not be enough personnel to handle our current call volume. In addition, this upcoming year we have two marijuana dispensaries opening in town. Both are in areas that have large traffic volume and parking issues that will be of concern (Rt 6 & Main St and Rt 6 & LeCount Hollow Rd). Finally, we still don't know what impact to police services these dispensaries will have.

The following is the wording in the Commonwealth's Police Reform bill waiting to be finalized; "s.2963 Section 102 – Reserve Officers will be "grandfathered in" on day one – but will need to complete additional unidentified training, within one to three years – depending on your last name." By creating a single standard of training, Massachusetts will effectively eliminate the ability to obtain the needed Reserve academy which is required to work part-time. This will effectively end auxiliary and reserve officer programs in Massachusetts.

In order to stay ahead of current staffing concerns and the time needed to hire and train a new officer (12-18 months), I would recommend reallocating monies from the special officer line to full time S&W to hire an additional officer. This will put us at 15 full-time academy trained officers by 2022 which should help alleviate the loss of the summer staff. From that point we would need to evaluate staffing levels once the program is permanently eliminated and what effect it has on operations.



SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: January 12, 2021

V

BUSINESS - B

REQUESTED BY:	Harry Terkanian
DESIRED ACTION:	Request for communication with town counsel for Wellfleet Affordable Housing Trust
PROPOSED MOTION:	TBD
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____



TOWN OF WELLFLEET

Wellfleet Affordable Housing Trust

To: Wellfleet Selectboard
From: Harry Sarkis Terkanian, Chair
Subject: Request for Assistance of Town Counsel Regarding Possible Trust Bylaw and Declaration of Trust Provisions
Date: December 29, 2020
Copy: Trustees, file

The Trustees of the Wellfleet Affordable Housing Trust, established by vote of the Town under Article 31 of the 2020 Annual Town Meeting adjourned on September 12, 2020 met on December 18, 2020 and December 28, 2020 in part to consider provisions to include in a town bylaw and declaration of trust for the Trust.

The trustees based their deliberations on the Town of Grafton, Mass bylaw (<https://www.grafton-ma.gov/sites/g/files/vyhlf4461/f/uploads/article35.pdf>) and declaration of trust (<https://www.grafton-ma.gov/sites/g/files/vyhlf4461/f/uploads/declaration.pdf>). These documents had been identified as useful models by the Massachusetts Housing Partnership.

At the December 28, 2020 meeting the trustees adopted two motions as follows:

1. It was moved by Ms. McIlroy, seconded by Mr. Sorkin, and unanimously voted by roll call vote (7 – 0) that the bylaw should be based on the Town of Grafton bylaw with the following modifications: provide for seven trustees, a majority of whom shall be Wellfleet residents with staggered terms; and deletion of the Town of Grafton provision concerning removal of trustees.
2. It was moved by Mr. Sorkin, seconded by Ms. Rule Aggers and unanimously voted by roll call vote (7 – 0) that the declaration of trust should be based on the Town of Grafton affordable housing declaration of trust with the following modifications: (1) inclusion of all of the section 55C powers; (2) add to the trust purposes “support” along with “create and preserve” housing; (3) add to trust purposes support for “workforce housing” defined as for families with up to 120% of AMI; (4) remove the Grafton provision on removal of trustees; and (5) specify that the trustees may meet as necessary to discharge trust business but in no event shall meet less frequently than quarterly.

The trustees now seek approval of the Wellfleet Selectboard for assistance of town counsel in preparing a draft bylaw and declaration of trust for further review, discussion and comment and possible action on the bylaw by an upcoming town meeting.



SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: January 12, 2021

V

BUSINESS - C

REQUESTED BY:	John Riehl, NRAB
DESIRED ACTION:	Discuss and vote on Harbor Management Plan
PROPOSED MOTION:	TBD
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____



TOWN OF WELFLEET

300 MAIN STREET WELFLEET MASSACHUSETTS 02667

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

www.wellfleet-ma.gov

Wellfleet Board of Selectmen

December 14 2020

Selectboard Members –

We, as Natural Resources Advisory Board Members, are pleased to submit to the Selectboard the third Harbor Management Plan (HMP).

We welcome any comments and questions. We have requested time at a Selectboard meeting to discuss this further with you.

This HMP differs from earlier versions in two ways:

> It is shorter.

First of all, this is because – as noted in the opening chapter – there is much good work on-going. We saw no need to comment on this, having confidence in the working teams. Second, as we reviewed the 2006 HMP, we felt that it was too complicated and un-focused. We preferred to emphasize a few key, new issues.

> It is on-line.

One benefit of this is that a reader can directly link to key documents without the need to search through a long written list. Secondly, periodic revisions or updates of this plan would be much easier. We could have a “living” plan, without waiting another 15 years for a revision.

Sincerely,

John Riehl, Chair

For the NRAB

TOWN OF WELLFLEET

HARBOR MANAGEMENT PLAN

January 2021

WELLFLEET HARBOR MANAGEMENT PLAN – iii

NATURAL RESOURCES ADVISORY BOARD

Town of Wellfleet, MA



By:

John Duane
Tom Flynn
Laura Hewitt
John Riehl
Tom Slack

December 2020

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Introduction

This is the third Harbor Management Plan (HMP), after those of 1995 and 2006.

We are encouraged by the progress in the past 25 years. We have two useful Harbor management plans. We have the formation of the Friends of Herring River. We have 18 years of Wellfleet Harbor Conferences. Both the Wellfleet Conservation Trust and the Mass Audubon Wellfleet Bay Sanctuary have contributed to the harbor's wellbeing. Other non-profits such as the Provincetown Center for Coastal Studies (CCS) and the Association to Preserve Cape Cod (APCC) are active here. The Cape Cod National Seashore (CCNS) owns much of the western harbor and Herring River: it is active in conservation science and policy. We have excellent work by many Town committees. The goal of this plan is to suggest ways to continue forward.

In the [1995 Harbor Management Plan](#), the key issue was harbor cleanliness. This was addressed in years following by a nearly universal adoption of Massachusetts Environmental Code Title V septic systems.

The [2006 Harbor Management Plan](#) also had a focus on harbor water quality, due then to excess nitrogen. A second key issue was tidal restoration of marshes that were isolated by diking, especially the Herring River and Mayo Creek estuaries.

Work on several of the issues from 1995 and 2006 is on-going. We recommend as high priorities that these projects be supported to completion:

- Nitrogen. The Comprehensive Waste Water Planning Committee (CWWCP) is working on a plan.
- Herring River restoration. The project is in the midst of the permitting process.
- Mayo Creek restoration. A draft plan needs implementation.
- Harbor dredging. Not a priority in 2006 but became one due to cost and scheduling issues. A good plan is in place which needs to be fully implemented.

In addition, there are some important new initiatives, which merit Town support:

- Shoreline Protection – New regulations are being drafted by the Conservation Commission
- Coastal Resiliency. A four Town shoreline management project is underway; the Wellfleet representative is the Town Conservation Agent, Hillary Greenberg-Lemos. An [initial report](#) has been issued by CCS.

In the longer term, a broad-based Town Climate Change Committee is warranted – comprised of staff and citizens. It will not be possible to separate conservation issues from shellfishing issues from health issues from shoreline structures issues. Consider, for example, Mayo Beach. From the harbor inland there are: shellfish grants, tidal flats, the beach itself, parking, Kendrick Road, private homes and Mayo Creek marshes. A broad view is needed.

There are four chapters in the 2021 HMP:

1. Climate Change and its effect of the harbor – especially sea level rise and temperature increase. We note that this key issue was not even mentioned in 1995 or 2006.
2. Dredging. This is perhaps better known as “after-dredging”. The goal is to find ways to minimize future dredging and to make better use of dredge “spoils”.
3. Shellfishing. A review of steps that might be considered to enable the wild shellfish populations in the harbor to flourish, as an environmental and commercial benefit.
4. Survey of Wellfleet Harbor Marine Resources. This is an update of the 1972 [“CurleyReport”](#). The goal is to provide a useful basis for tracking harbor changes.

Finally, we are of course aware of possible social consequences of climate change. For example, increased tidal flooding of road and uplands including east Commercial Street, Mayo Beach and Lieutenant Island is likely. These concerns are outside the scope of this report: we note that adequate Town planning is needed to minimize damages.

Introduction Recommendations

- Emphasize and complete key on-going projects, as listed.
 - Action by: Selectboard, and appropriate Town committees and staff
- Create a Climate Change Committee of staff and citizens to oversee and co-ordinate response to climate change and sea level rise.
 - Action by: Selectboard

Chapter 1 - Climate Change

Climate change has become a major new issue for the Town. Climate change, due to global warming, is a well-established fact. All the scientific evidence – and common sense – indicates that the effects will more consequential over the coming years.

Wellfleet Harbor will see several consequences:

- Sea Level Rise
- Increased winds and storms
- Increased rainfalls
- Warmer harbor waters
- More acidic harbor waters

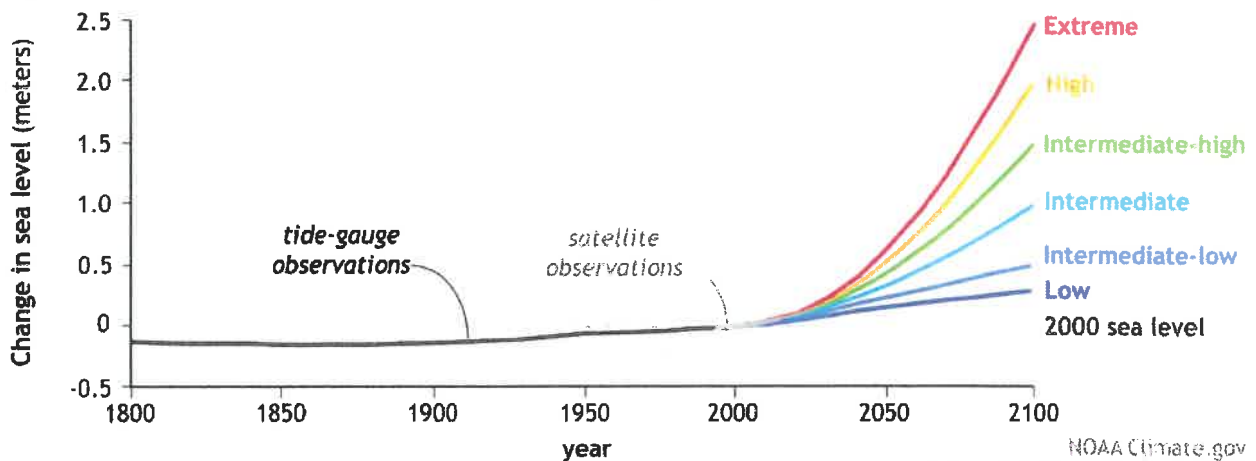
The consequences of warmer and more acidic harbor waters are mostly felt by the shellfishing community. These are discussed in a separate chapter.

Sea Level Rise

Sea level rise is perhaps the most dramatic new issue facing the Town. Because of both warmer sea waters and glacial melting, sea levels are rising globally. In addition, Cape Cod has been geologically sinking, which augments the effect.

Some NOAA predictions are shown in the following graph courtesy NOAA:

Possible future sea levels for different greenhouse gas pathways



NOAA Climate.gov
Adapted from Sweet et al., 2017

There is a wide range of long-term predictions. Recently, the more dramatic of these (Extreme – High) predictions seem more likely.

We note however that, for all the models, the largest rise in sea level is predicted for 2030 and beyond. This is important. The good news is that we thus have some time to plan and take steps to limit local consequences of climate change.

Sea level rise will increase tidal flooding of the salt marshes of the harbor. Salt marshes are critical sources of nutrients and life for the harbor, so any loss of marshes or their efficiency would be a major concern for Wellfleet Harbor.

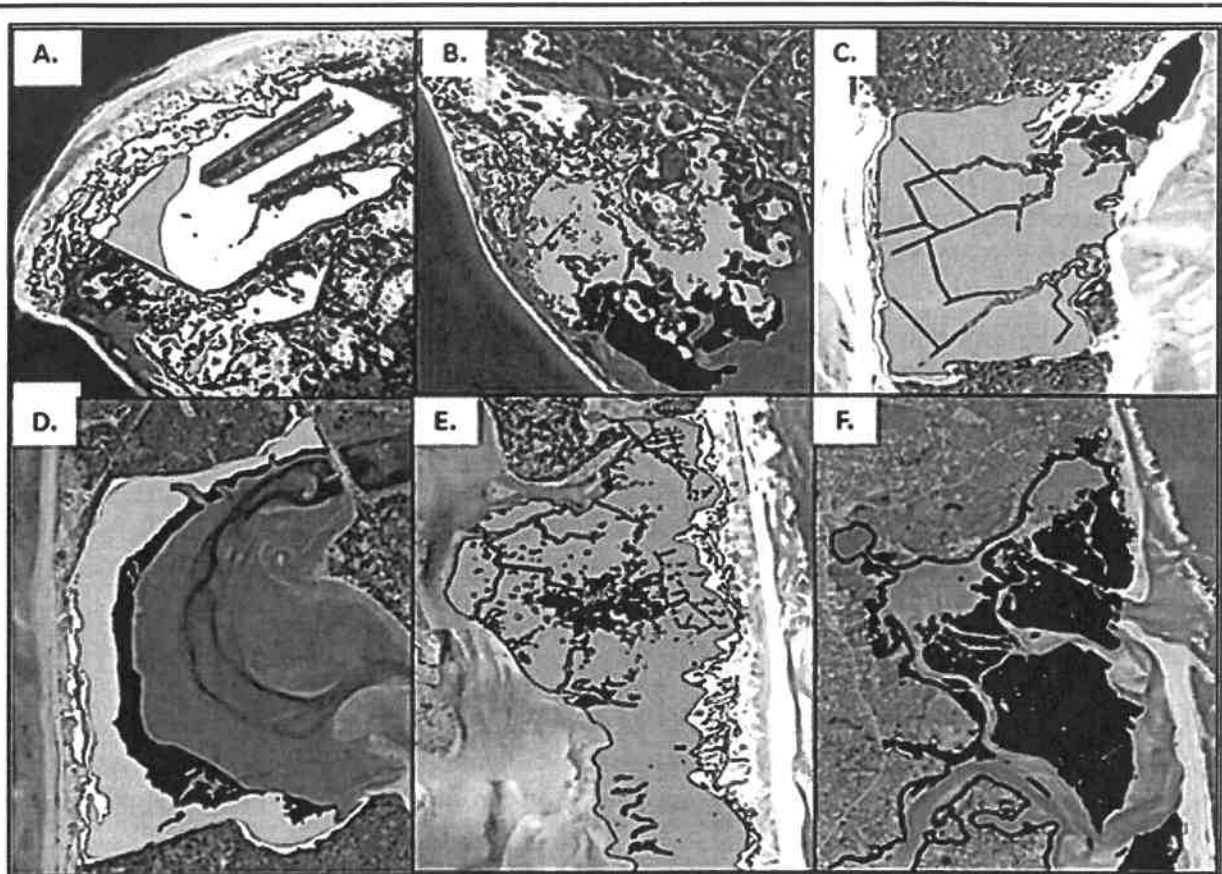
Normally, salt marshes maintain their elevation above sea level by retaining silt and other sediments carried by flood tides. Existing salt marshes have been able to keep pace with historical sea level rise by migrating inland.

The prediction and understanding of the effects of sea level rise on salt marshes is an active area of research. Techniques from sophisticated modelling to field science, such as the use of the lead-210 isotopes to measure the historical rates of salt marsh elevations. An example of a local application of this technology is available from the [United States Geological Service \(USGS\)](#).

The research laboratories at CCNS have underway a program of regular salt marsh monitoring. This work is led by Dr. Steve Smith. The work includes measures of salt marsh elevations (hypsoetry), vegetative changes and predictions of the ability of local salt marshes to sustain sea level rise as a flooded marsh edge meets adjoining inland dunes.

- [Salt marsh monitoring](#)
- [Salt marsh migration](#)
- [Salt marsh elevation growth](#)

The work has been tested on marshes owned by the Cape Cod National Seashore, such as Middle Meadow and Nauset Marsh. Similar results have been obtained by research on the Newbury Great Marsh in Essex County sponsored by The Trustees of Reservations (TToR).



Estimations of marsh changes without land-use or slope constraints in a 1-m Sea Level Rise (SLR) scenario. Black polygons are marshes that have been lost, gray polygons are present-day marshes, and white polygons are potential marsh habitats with landward migration. A. Hatches Harbor, B. West End, C. Middle Meadow, D. Gut, E. Pleasant Bay, F. Nauset; PB and NS figures show only portions of those systems to provide adequate resolution. The work is based on marshes owned by the Cape Cod National Seashore.

Marshes bordered with gradual dune slopes have a better chance of sustaining sea level rise, at least in the short term. From the Gut (site D), we can see predicted loss of marshland is at least somewhat compensated by a small upland increase. However, a marsh such as in Nauset Harbor (site F), which sits in the center of the estuary, is predicted to be lost entirely.

Important marsh vegetative changes are also observed. High marsh salt marsh hay (*Spartina patens*) is being replaced by low marsh to Cordgrass (*S. alterniflora*). The consequence is a loss in marsh biodiversity.

Salt marsh monitoring should be extended to north and east side Wellfleet harbor marshes, such as Duck Creek, Blackfish Creek and Lt. Island (see Recommendations).

There are several additional specific concerns:

- As we have already seen around Wellfleet Harbor, shoreline armoring by revetments prevents this. However, thus far, shorelines with gradual slopes have been mostly left in a natural state. The Conservation Commission is evaluating changes in regulations that will help preserve all these shorelines. These regulations deserve Town support.
- It is also important to consider restoration of the upland reaches of some salt estuaries, even if the area is small. These would provide additional expansion space for the harborside estuaries and marshes. Three possibilities are Blackfish Creek, east of Route 6, Trout Brook (which, as named, has been the home to Sea Trout breeding ground) and Fox Island.
- Salt marshes in the south of the harbor, such as on Lt. Island, lack dune backing and are also more open to shoreline erosion. Actual marsh protection using low lying breakwaters or oyster reefs to help protect against wind shoreline erosion should be kept in mind. Local examples are Provincetown and Winthrop.
- A further remediation strategy requires using harbor or other sediments to replenish or accelerate the raising of salt marsh elevations to keep pace with sea level rise. The technology is known as “thin layer deposition – TLD”. Examples of work are at the: [Prime Hook Refuge in Delaware Bay](#), and in [Rhode Island](#). This topic directly connects to a long-term dredging strategy and is discussed in that chapter.

Finally, Wellfleet has about 1250 acres of salt marshes. Restoration of the Herring River and Mayo Creek will add dike protected 1100 acres to this. In a sense we have an insurance policy. However, a major change in the long-term balance between south and north harbor may produce consequences that are hard to predict.

Wind and Storms

Increasing global temperatures will lead to increases in wind energy and velocity. This may manifest itself particularly in increased storm frequency and intensity. For the harbor, the main consequence will likely be increased marsh and shoreline erosion. The risk would be greatest near the south end of the harbor, such as Lt. Island and Jeremy Point.

A program to monitor at these locations for wind and wave energy is warranted.

Precipitation Increase

The predictions for New England are a climate change driven increase of about 10% in precipitation, primarily as rain. There are two expected consequences.

First, there will be an increase in fresh water flow into the harbor from all upland sources, tending to decrease harbor salinity. There is also an increased contamination concern. A review of the Town's culverts system is recommended.

Second, ground water levels in the aquifers under Wellfleet will rise. Operations of septic systems will be adversely affected, leading to potentially greater nitrogen flows into harbor waters. This issue is under consideration by the Town Board of Health.

There are many references and people who have provided ideas and results for this plan. We wish to especially acknowledge the [report by Dr. Seth Tuler](#), working with an ad hoc town committee. Though focused on shellfishing, the report has broad harbor applicability. The report is still timely, even if dated 2015.

Coastal Resiliency Program, through the efforts of the Town Conservation Agent. This deserves our full support.

Climate Change - Recommendations

- Monitor current and past growth rates of marshes in Wellfleet – determine which marshes are at greatest risk
 - Action by: NRAB

- Investigate ways to protect and restore existing marshes, including use of dredge sediments
 - Action by: NRAB, Dredging Task Force

- Support Cons Com proposal for protecting upland slopes and ACEC lands to allow marsh migration
 - Action by: Selectboard, NRAB

- Restore (smaller) marshes as available to optimize inland migration options
 - Action by: NRAB, Conservation Agent

Chapter 2 – Dredging

Wellfleet's Marina is a busy center of activity in the Town, as has always been the case since colonial times.

Wellfleet Harbor is a shoaling harbor. At no time did deep-water vessels have full access to the harbor. Smaller ships did come into the Duck Creek harbor at high tides, before the RR dike was finished (about 1875). A navigable harbor is essential for numerous economic and recreational reasons including the marina, commercial fishing, aquaculture, tourism, boating safety (and others).

It follows that dredging of Wellfleet Harbor has become crucial to maintain harbor utility. Dredging takes place in the main south channel, the mooring basin at Chipman's Cove, at the marina and in the north marina channel. These basins naturally fill with sediments, requiring periodic dredging.

However, due to costs and permitting issues, it is not certain that the current system can be relied upon in the future.

Dredging spoils have usually been deposited in deep water of Cape Cod Bay well away from the harbor. This has been seen to be the most efficient, economical, and - presumably - the safest way of dealing with the dredged material. Dredge spoils have also been used in the past for wetlands fill – for example in Chipman's Cove – but this is now prohibited by wetlands regulations. (see HMP 1, page 79)

However, spoils can be used in other ways. The Town of Truro uses dredged material from Pamet Harbor to replenish the Town Beach erosion. In Wellfleet, spoils from Keller's Corner that are deposited at the L-shaped pier are regularly moved back to their initial location.

There are several options for using local spoils for marsh replenishment. The obvious targets are the marshes of Duck Creek, Mayo Creek, and the Cove, as these were the natural sites for tidal sediment depositions before development of the marina.

The goal is to replace dredging in a way that allows local control and lower costs for needed harbor dredging.

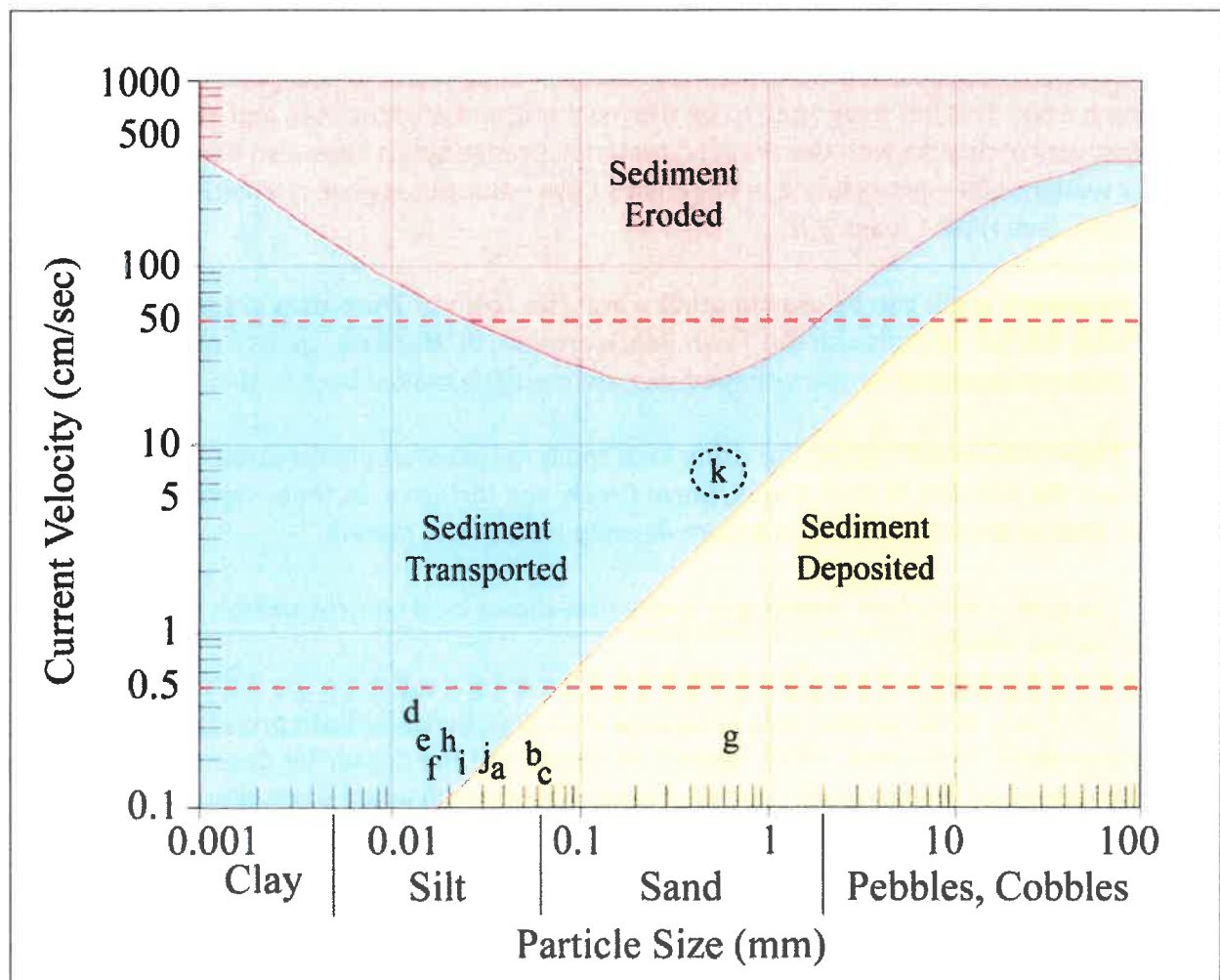
A first step in this project was to analyze dredging spoils, for both project planning and permitting needs. To this end, NRAB sponsored research at the Center for Coastal Studies (CCS) about the nature of dredge spoils (so-called black mayonnaise) in the north marina channel.

Dr. Agnes Mittermyer was the lead author of the report. Funding was agreed to by the Town at the Annual Town Meeting in 2016. The report provides answers to these questions: where is it?, what is it?, how thick is it?, where does it come from?, and how does it move?

A terminology note: the term “black custard” is preferred by the study authors for the material in Wellfleet harbor. (Elsewhere, the term “black mayonnaise” has been used to refer to a toxic material).

“**Black Custard**” is a flocculated material, composed of silts and clay, bound in part by natural harbor organic algae. Our black custard consists of 70% fine grain sediment and 30% marine organic matter. The black color is from iron compounds. The odor was shown to be the result of hydrogen sulfide, a normal marsh gas produced due to oxygen deprivation. No toxic organic or inorganic ingredients were found, so it is possible to consider broad options for use of this material for beach or marsh replenishment.

The particle size of the deposits is very sensitive to local tidal current flows: small currents lead to small particles and vice versa. Particle size data is shown in the figure below, taken from the report. All of the samples were taken around the Marina pier except k (at the Gut) and g (at the Mayo Creek outfall). The lower dotted line is boat basin current velocities, the upper line is away from the basin. The data show the current velocities needed to transport sediments.



With these results, it makes sense to reconsider alternatives to north channel dredging..

Currently, the tidal flow rates in the north marina channel are very low. Higher flow rates are needed to transport the black custard. This could involve a yearly pumping of accumulated spoils from the north channel to the flow channel of Duck Creek. Restoration of Mayo Creek could provide also two benefits: deposition of black custard on the marsh during flood tides and increased flows during ebb.

Additional sediment transfer modelling will be necessary, as originally suggested in the report by Dr. Graham Geise, et al. in the 1995 Harbor Plan, including the effect of the railroad dike and the partial restoration of Mayo Creek.

A second option for inner harbor dredge spoils would be “Thin Layer Placement” (TLP), a system of spraying a slurry of dredged material over marshes. As mentioned in Chapter 2, this process has been used to restore marshland in a number of southern and Atlantic Coast states. Extensive review of the current status of this method is available in Army Corps of Engineering websites. However, this is a new technology, needing significant developments, both for engineering and permitting. An advantage of the Duck/Mayo Creek estuary is that it would be possible to use the natural tidal cycle for deposition.

Spoils from immediately south of the marina – into Chipman’s Cove – have not been studied in detail. They are likely to be very similar to those in the north channel and could be used for salt marsh elevation in the Cove.

Further south in the harbor – such as Blackfish Creek – the use of TLD or other similar technologies is not obvious. It is critical there that the way for marsh migration inland be preserved. From the main channel, south of the breakwater out towards the bay, the spoils are mainly sand. (See the [Bourne Engineering Report](#). These spoils could be used for sandy shoreline restorations, as already used in Truro.

Of course, maintenance dredging and spoils transport is always a possibility with a Town owned or shared dredge if these other options are not practical.

Dredging - Recommendations

- Provide a grant to study feasibility of using dredge spoils from Wellfleet harbor to replenish marsh erosion, either directly or by using Thin Layer Deposition (TLD). Modelling will be required. Follow developments of TLD technology.
 - Action by: Dredging Task Force, NRAB

- Work with Center for Coastal Studies (CCS) and Association to Preserve Cape Cod (APCC), in evaluating potential cost/benefit of removing the old railroad bridge and other infrastructure modifications.
 - Action by: NRAB

- Work with Dredge Task Force in reviewing feasibility of maintenance dredging, including possible purchase or sharing of a dredge, training, permitting, etc.
 - Action by: Selectboard

Chapter 3 - Shellfishing

Shellfishing has been and remains an important part of Wellfleet's social and economic life. It is the living for many residents. Continued success of the enterprise demands good management and a sound harbor environment.

As the historical work in the "Belding" report shows, management has failed in the past. Strong continuing leadership from the Shellfish Advisory Board and Shellfish Constable will continue to be needed.

Much of what NRAB could contribute to this discussion was already anticipated by a Climate Change Working Group Report, authored by Dr. Seth Tuler, 2015, already referenced in the Introduction. It is still a key reference, which NRAB supports.

Climate change will result in several changes in the harbor environment that may affect shellfishing:

- warmer harbor waters
- more acidic harbor waters, due to increased CO₂ dissolving in the harbor to create higher carbonic acid (H₂CO₃) levels
- sea level rise itself with a risk of deeper waters for shellfish access
- new species entering the harbor that may compete with the current fauna
- increased precipitation could lead to an increase in contaminants from road run-off and septic systems.

Warmer Harbor Waters

Climate change will lead to gradually warmer waters in the harbor. Shellfish can well adapt to these conditions: there is an important shellfish business on the south shore of Cape Cod, in Long Island sound, and in Chesapeake Bay. Historically, these bays have been the source for Wellfleet shellfish. It is important that our seed stocks continue to reflect this diversity, allowing normal biological processes to compensate for climate change.

Another warm water effect may be "phenology", a mis-match in the timing of shellfish breeding and spat release phyto-plankton blooms. We recommend monitoring of these blooms as part of monitoring harbor health.

Harbor Acidity

Shellfish shells are basically calcium carbonate, which dissolves in acid waters. This leads to thinner, fragile shells. Increasing atmospheric carbon dioxide dissolved in harbor water will lead to increasing acidity due to the formation of carbonic acid.

As noted, genetic diversity is needed to allow Wellfleet oysters to adapt and make sufficiently strong shells.

Sea Level Rise

In areas where the shoreline is dominated by revetments, sea level rise may lead to deeper average tidal depths. Shellfish harvesting directly from boats may then become more important.

New Species

Not all changes are expected to be harmful. Blood & Razor Clams, Blue-claw Crabs and increases in Bay Scallops can open new markets.

Harvesting Bay Scallops is a very profitable business. In the [1995 Harbor Management Plan](#) results of an experiment to enhance Bay Scallops was reported. For three years, dragging was prohibited in an area of the lower harbor. The result reported was an increase in Bay Scallops and their habitat, eelgrass.

This experiment should be repeated with a longer-term point of view, both for the scallops and for overall harbor health.

Impact from Increased Precipitation

Climate change predicts increased rainfall in the northeast. This will lead to an increase in ground-water levels and road run-off. The rise in ground water levels may also impact performance of even Title V septic systems.

Water quality in the inner harbor is also diminished by high nitrogen levels. Completion of the comprehensive waste-water program is essential.

All of these effects could lead to contamination of harbor waters with a consequent risk to shellfish. An overall review and plan to respond to the above issues is needed.

Other Items to Consider:

Harbor Shellfish Resources

We need to monitor the health of Wellfleet wild shellfish populations on a long term, regular basis. The last time this was done was in 1975.

NRAB is working with partners to re-start this program. The sites for sampling will need to be distanced from aquaculture locations to be sure that it is broad harbor health that is measured.

Plastics

Wellfleet shellfishers are properly worried about micro-plastics contamination of products. This has not been observed in Wellfleet harbor to date; it is a future risk.

As part of a harbor and cleanliness project, the Shellfish Department and Board are undertaking a project to reduce the use of plastic in shellfishing operations. However, should microplastics be found in local shellfish, obtaining a clean product for market would require a new technology.

Shellfish Reefs

A concern for Wellfleet harbor is that a combination of sea level rise and wind speeds would threaten salt marshes. A possible solution, in part, would be the establishment of a reef barrier that would protect a marsh. In fact, "oyster reefs" have been used as protective barriers. There have even been trials on Cape Cod sites, in Bourne.

If barriers of either sort are deemed necessary, the Shellfish Department would have to be closely involved in design, permitting and use.

Shellfishing - Recommendations

- Continue to ensure genetic diversity in Wellfleet shellfish, in response to warmer and more acidic waters
 - Action by: Shellfish Advisory Board (SAB), Shellfish Department
- Prioritize programs to reduce risk to harbor water quality due to sea level rise and increased rainfall negatively affecting road run-off and septic performance
 - Action by: Board of Health, Comprehensive Waste-water Committee
- Take advantage of positive trends such as Blood Clams & increased Bay Scallop opportunities
 - Action by: Shellfish Department
- An updated Shellfish Management Plan is needed.
 - Action by: Shellfish Advisory Board, NRAB support

Chapter 4 - Wellfleet Harbor Marine Resources

A major goal of NRAB is to help ensure that Wellfleet harbor remains a clean and productive site for residents and those who earn their living directly from harbor waters.

Monitoring of harbor waters and biology is an important part of achieving this goal. Back in 1972, the Division of Marine Fisheries produced a comprehensive report to this end entitled "A Study of the Marine Resources of Wellfleet Harbor". The lead author was John R. Curley, so we refer to it as the [Curley Report](#)

One of the recommendations of the report was that the survey be repeated every 10 years. This was clearly not done. We recommend a renewal of the report, which would provide a guide for an action plan based on nearly 50 years of changes.

The Curley report has a number of sections:

- Harbor morphology
- Benthic fauna
- Water quality: temperature, oxygen, pH
- Finfish, both bait and sport
- Shellfish
- Marine and Marsh vegetation
- Other harbor monitoring,
- Economics of Harbor related activities

Harbor Morphology

The original Curley report has a basic but still useful depth contour map of the harbor. A more detailed [study of the benthic harbor habitat](#) was issued in 2019 by the Center for Coastal Studies, under the direction of Dr. Mark Borelli.

Benthic fauna

The same study which surveyed harbor morphology also reported on benthic life in the harbor.

Water Quality

Extensive [water quality testing](#) is on-going, lead by Dr. Amy Costa at The Center for Coastal Studies. Crucially, this data also contains information on harbor nitrogen and phosphorous, the importance of which has become better understood in recent years.

Finfish

In the original Curley report, nine finfish stations were established. Sampling used a 60' beach seine and an otter trawl in deeper water. Data was collected monthly.

Key baitfish were Silversides, Mummichog and Striped Killifish. Winter Flounder, Alewife, and Menhaden were also significant among the larger fish. Interestingly, neither Bluefish nor Striped Bass were found. This was attributed to those species' ability to avoid the sampling nets rather than absence from harbor waters.

Work on finfish populations is already well underway. The Center for Coastal Studies (CCS), Owen Nichols as lead scientist, is completing field work for a study of baitfish. A final report is being written. [This work was funded by a Palladino Fellowship from the Friends of Herring River.]

A follow-up proposal has been prepared, also by CCS, for a larger project to sample the harbor for commercial and sport fish.

Finally, for many years the Friends of Herring River has sponsored a volunteer count of the Spring herring run in the river. A summary of data follows:

Year	Fish Counted	Count Sessions	Statistical Estimate	First Sighting	Last Sighting	Peak Count	Peak Date
2009	1663	235	22,000	7-Apr	25-May	131	18-Apr
2010	744	265	12,500	4-Apr	30-May	61	7-Apr
2011	645	340	9,500	9-Apr	26-May	111	27-Apr
2012	1192	465	11,700	19-Mar	24-May	122	9-Apr
2013	2035	383	25,000	6-Apr	26-May	220	26-Apr
2014	4903	325	60,000	9-Apr	26-May	320	14-Apr
2015	1561	303	18,000	11-Apr	25-May	208	26-Apr
2016	1379	347	12,900	28-Mar	18-May	143	26-Apr
2017	673	284	8,000	7-Apr	18-May	177	11-Apr
2018	2426	304	27,000	11-Apr	25-May	288	29-Apr
2019	3244	318	46,000	7-Apr	27-May	214	8-May
2020	1591	485	13,200	27-Mar	21-May	81	30-Apr

Restoration of the Herring River will provide a major opportunity for change: data from that project will continue to be important.

Shellfish

There is extensive shellfish data in the Curley report, especially for Quahog and Oyster. We also have data from the early 1900's due to the research of Dr. David Belding. Very useful commercial data is compiled annually by the Shellfish Constable.

However, a direct comparison with modern data for the purpose of monitoring overall harbor health will be difficult. There have been two significant changes in the intervening 45 years:

- The use of aquaculture for commercial shellfishing has become a key part of the shellfishing business. Many of the test sites in the earlier study are now used for aquaculture.

Sites will need to be identified that are wild growth only: the Fresh Brook estuary, west side location along Great Island south to Jeremy Point, and parts of the Gut.

- Cultching has become a widely used and effective tool to encourage shellfish propagation. The study could compare cultched and native sites that are adjacent or nearly so: Chipmans Cove and the Gut are possibilities.

These changes have benefitted shellfish populations in the harbor. Aquaculture provides a source for "spat" – young oysters and clams. Cultching provides habitat for oyster spat to adhere and grow.

However, in order to use shellfish information to monitor long term general harbor quality, we will need to effectively start over. Therefore, comparisons back to Curley, or even David Belding's works will be difficult. Probably, we will need more repetitions of shellfish data. Co-operation with the Shellfish Constable and SAB will be essential.

Sampling decisions that need to be considered are:

- Cultched versus totally wild sampling sites;
- Harbor east (where most of the marshes are located) versus harbor west (fewer marshes) and harbor north (protected waters) versus harbor south (open waters);
- The Curley report took no mid-harbor samples. Dragging for shellfish is an important tool for the shellfish business in Wellfleet. For mid-harbor data to be useful, some short-term designation of dragging sanctuaries would be needed.

Marine life

Shellfish live on phytoplankton. The abundance of these microscopic algae is critical to the populations of shellfish. In addition, the blooms of phytoplankton relative to spat release by breeding shellfish is important. This is the phenomenon called “phenology”. So, measures of phytoplankton blooms compared to shellfish spat release could be a critical measure of the health of the harbor.

Marsh Vegetation

Monitoring salt marsh vegetation changes is discussed under the “Climate Change” chapter.

Harbor Economics

We will include most recent numbers (excepting 2020) from the Shellfish Department, Harbormaster, and Recreation Department.

Other Harbor Monitoring

There is already underway various harbor monitoring projects, of great value, which deserve support:

- Diamond-backed Terrapins, Horseshoe Crabs: Wellfleet Bay Wildlife Sanctuary

Note: Horseshoe Crab populations in the harbor are greatly reduced; these crabs greatly benefit shellfishing beds. We need to work further with the Division of Marine Fisheries on a strategy to build populations in Wellfleet harbor.

- Black Eels; Wellfleet Bay Wildlife Sanctuary

Note: there is a spring migration monitoring site at the Wellfleet Bay Sanctuary. This monitoring should be expanded; for example to Hawes Pond and the Herring River

- Birds : perhaps the most interesting data could be obtained in the winter; for examples, Eider eat small shellfish; Loons and Merganser eat small fish.

A conclusion from this summary is that many of the monitoring test data already exists or is currently underway. The biggest gap is for larger, sport fish. The main resulting challenge will be to put the range of results together in a useful report.

Wellfleet Harbor Marine Resources – Recommendations

- Complete and report results of a renewed monitoring of Wellfleet Harbor, with an appropriate action plan.
 - Action by: NRAB

Summary of Recommendations

Introduction

- Emphasize and complete key on-going projects, as listed.
 - Action by: Selectboard, and appropriate Town committees and staff
- Energy Committee co-operation with other Towns on Cape Cod and in Massachusetts to take advantage of the pioneering greenhouse gas reduction work done here.
 - Action by: Energy Committee

Climate Change

- Monitor current and past growth rates of marshes in Wellfleet – determine which marshes are at greatest risk
 - Action by: NRAB
- Investigate ways to protect and restore existing marshes, including use of dredge sediments
 - Action by: NRAB, Dredging Task Force
- Support Cons Com proposal for protecting upland slopes and ACEC lands to allow marsh migration
 - Action by: Selectboard, NRAB
- Restore (smaller) marshes as available to optimize inland migration options
 - Action by: NRAB, Conservation Agent

Dredging

- Provide a grant to study feasibility of using dredge spoils from Wellfleet harbor to replenish marsh erosion, either directly or by using Thin Layer Deposition (TLD). Modelling will be required. Follow developments of TLD technology.
 - Action by: Dredging Task Force, NRAB, CCNS – Cape Cod National Seashore
- Work with Center for Coastal Studies (CCS) and Association to Preserve Cape Cod (APCC), in evaluating potential cost/benefit of removing the old railroad bridge and other infrastructure modifications.
 - Action by: NRAB
- Work with Dredge Task Force in reviewing feasibility of maintenance dredging, including possible purchase or sharing of a dredge, training, permitting, etc.
 - Action by: Selectboard

Shellfishing

- Continue to ensure genetic diversity in Wellfleet shellfish, in response to warmer and more acidic waters
 - Action by: Shellfish Advisory Board (SAB), Shellfish Department
- Prioritize programs to reduce risk to harbor water quality due to sea
 - level rise and increased rainfall negatively affecting road run-off and septic performance
 - Action by: Board of Health
- Take advantage of positive trends such as Blood Clams & increased Bay Scallop opportunities
 - Action by: SAB, Shellfish Department

Monitoring of Wellfleet Harbor Marine Resources [“Curley Report”]

- Complete and report results of a renewed monitoring of Wellfleet Harbor, with an appropriate action plan.
 - Action by: NRAB



SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: January 12, 2021

V

BUSINESS - D

REQUESTED BY:	Shellfish Constable – Nancy Civetta
DESIRED ACTION:	Approve a \$5 increase in shellfish permits and tax insert for the Spring of 2021
PROPOSED MOTION:	I move to approve the increase in fee and for the shellfish insert to be placed in the spring tax bills
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____



Are you looking for a fun family activity? Do you love oysters and clams? Come harvest your own! The Town of Wellfleet sells recreational shellfishing permits so people who love to eat local shellfish can experience gathering their own. Residents and taxpayers (proof required) get reduced rates on permits: Annual Resident: \$60.00 (or \$65.00 if BOS approves) and Annual Senior Resident: \$20.00 (or \$25.00 if BOS approves). From June 1 to Sept. 30, Indian Neck's three access points boast lots of oysters and quahog clams. Before June 1 and starting again Oct. 1, many more areas in Wellfleet are open to recreational harvest, with Chipman's Cove being a hot spot. Apply online here:

<https://wellfleetstickers.townhall247.com:8090/>

You'll need your license plate number and car information, email address, cell phone number and copies of proof of residency or taxpayer status. Call 508-349-0325 to learn more.



SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: January 12, 2021

V

BUSINESS - E

REQUESTED BY:	Ryan Curley
DESIRED ACTION:	Adaption of Fuel-Efficient Vehicle Policy
PROPOSED MOTION:	I move to adopt the Fuel Efficient Vehicle Policy as written.
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____

~~Board of Selectmen~~ **Selectboard**

Fuel Efficient Vehicle Policy

Adopted August 5, 2014 as Policy 2014-2

DEFINITIONS

Combined city and highway MPG (EPA Combined fuel economy): Combined Fuel Economy means the fuel economy from driving a combination of 43 percent city and 57 Percent highway miles and is calculated as follows:

$$=1/((0.43/City\ MPG)+(0.57/highway\ MPG))$$

Drive System: The manner in which mechanical power is directly transmitted from the drive shaft to the wheels. The following codes are used in the drive field:

- AWD = All Wheel Drive: 4 -wheel drive automatically controlled by the vehicle power train system
- 4WD = 4-Wheel Drive: driver selectable 4-wheel drive with 2-wheel drive option
- 2WD = 2-Wheel Drive

Heavy-duty vehicle: A vehicle with a manufacturer's gross vehicle weight rating (GVWR) of more than 8,500 pound

POLICY STATEMENT

In an effort to reduce the Town of Wellfleet's fuel consumption and energy costs the ~~Board of Selectmen~~ **Selectboard** hereby adopts a policy to purchase only fuel efficient **hybrid electric** vehicles to meet this goal.

PURPOSE

To establish a requirement that the Town of Wellfleet purchase only fuel efficient **hybrid electric** vehicles for municipal/school use whenever such vehicles are commercially available and practicable.

APPLICABILITY

This policy applies to all divisions and departments of the Town of Wellfleet.

GUIDELINES

All departments/divisions shall purchase only fuel-efficient **hybrid electric** vehicles for municipal use whenever such vehicles are commercially available and practicable. The Town of Wellfleet will maintain an annual vehicle inventory for ALL vehicles and a plan for replacing any non-

QUESTIONS / ENFORCEMENT

All other inquiries should be directed to the department/division responsible for fleet management and/or fleet procurement. This policy is enforced by the Town Administrator and/or his/her designee.

To: Selectboard
From: Maria T. Broadbent, Town Administrator
Date: January 12, 2021
Re: Fuel efficient vehicles policy

After reviewing the Green Communities Fuel efficient vehicles-Criterion 4 and the proposed updates to the Town's 2014 policy, I have the following comments:

- The Green Communities, GC, program does not require hybrid electric or plug-in hybrid vehicles. It does require that vehicles meet EPA fuel efficiency standards, but it does not dictate that the vehicles cannot be fueled solely by combustion engines. Infrastructure to support plug-ins would be required to support the use of these vehicles.
- The Policy would need to extend to the Wellfleet Elementary School.
- Under the guidance provided by GC, the fuel efficiency ratings are set to ensure that at least five or more automatic transmission models of mass production are available for sale in Massachusetts (all from affordable brands; no luxury brands).
- The list of exempt vehicles should be extended to off-road vehicles and motorcycles.
- As the delivery time for some vehicles can be as much as a year, there are concerns about the lag time for delivery. It may be worth adding a bid requirement that vehicles must be available for delivery within six months, the normal amount of time it takes for standard vehicles to be delivered.
- There are concerns that the servicing of hybrid and plug-in hybrid vehicles may not be readily available on the Outer Cape. It may be worth adding language to bids that service of said vehicles must be available within the same number of miles from Wellfleet as for standard vehicles.

Comments from staff:

Health/Conservation Agent:

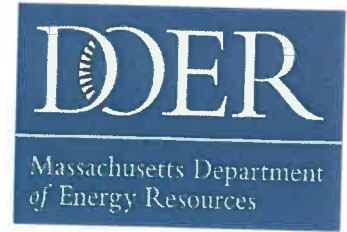
I am ok with the fuel-efficient vehicle policy. It contains the terms when available and when practicable. Leaves some discretion.

Fire Chief:

I have concerns with respect to the Fuel-Efficient Vehicle Policy as amended. The Fire Department needs to have four (4) wheel drive vehicles for emergency response as a result of winter driving conditions, the abundance of dirt roads that are poorly (or not even) maintained throughout Town, soft (sand) road surfaces, etc. We currently have three (3), four-wheel drive vehicles used daily for staff emergency response (the Chief's command vehicle, the Fire Prevention Officer's vehicle and the squad (pickup truck).

Any policy that restricts the purchase of our response vehicles to “purchase only fuel efficient hybrid electric vehicles” is not practical, nor, is it safe for emergency responders as it severely limits our ability to procure the needed four (4) wheel drive vehicles. I have priced a hybrid electrical SUV that would replace the Chief’s command vehicle and at State Bid the cost is double (around \$68,000 – 70,000) than that of the exact same vehicle with the traditional gasoline engine.

While the goal of this policy is admirable, Department heads must be allowed flexibility in order to make the most appropriate decisions with respect to operations, vehicle purchase price and practicality purposes.



INTRODUCTION

Criterion Four of the Green Communities Program states that communities must purchase only fuel-efficient vehicles for municipal use whenever such vehicles are commercially available and practicable. The purpose behind this criterion is to reduce carbon dioxide emissions by municipal vehicles, which has a positive impact on the environment and saves municipalities money.

As background, the US Environmental Protection Agency's Green Vehicle Guide states that:

Vehicles with lower fuel economy create more carbon dioxide - the most prevalent greenhouse gas - than vehicles with higher fuel economy. Every gallon of gasoline your vehicle burns puts about 20 pounds of carbon dioxide into the atmosphere because air has weight and mass, and it takes a lot of it to burn a gallon of gasoline. One of the most important things you can do to reduce your contribution to global warming is to buy a vehicle with higher fuel economy. The difference between 25 miles per gallon and 20 miles per gallon can amount to the prevention of 10 tons of carbon dioxide over a vehicle's lifetime. Buying a more fuel-efficient vehicle will also help to reduce our nation's dependence on fossil fuels. And of course, you will save money by having to fuel up less often.

COMPLIANCE

To meet this criterion, municipalities need to adopt by action of the local official or body with authority to enact municipal policies a written Fuel-Efficient Vehicle Policy that requires municipal departments and divisions to purchase only fuel-efficient vehicles (**See Appendix A, model policy**). Both general government and school districts are required to enact a fuel-efficient vehicle policy for a municipality to meet this requirement, and letters documenting adoption must be provided and signed by the appropriate municipal authorities, as noted below. Letters from other municipal officials are not acceptable.

For letters from the general government and school district:

- **General Government** – The general government must provide a letter from the Chief Executive Officer of the city or town stating that it has adopted the Fuel-Efficient Vehicle Policy. The Chief Executive Officer is defined as the manager in any city having a manager and in any

UPDATED - 2/28/2020

"Purchase of Light Duty Vehicles – Passenger Cars, SUVs, Trucks, Vans, SSVs and PPVs," located in www.commbuys.com

***NOTE:** The EPA maintains a database on vehicle fuel efficiency that is updated occasionally throughout the year, as new models are released. As increasing numbers of fuel efficient vehicle models are released, the minimum combined MPG requirements of Criterion 4 will be revised upwards. **Thus, cities and towns must check the Criterion 4 Guidance for updates prior to ordering new vehicles.**

In order to encourage efficient driving practices, municipalities should implement a monitoring system to record miles driven, fuel consumption, etc. for each vehicle in every department. A monitoring system will help facilitate the municipality's reduction in aggregate energy consumption. If a municipality provides fuel for fleet vehicles, it should consider using a universal fleet card that provides a monitoring system for tracking fuel use.

VEHICLE RECYCLING

Recycling of vehicles – i.e., moving a previously purchased and used vehicle from one municipal department to another municipal department in need of a vehicle is only allowed if the vehicle being recycled to a new department is more fuel efficient than the vehicle it is replacing.

EXEMPTIONS

Vehicles that are exempt from the municipal Fuel Efficient Vehicle Policy include off-road vehicles, motorcycles and heavy-duty vehicles. Heavy-Duty vehicles are defined as having a manufacturer's gross vehicle weight rating (GVWR) of more than 8,500 pounds. Examples include fire engines, ambulances, and some public works vehicles.

In addition, police cruisers are exempt from this criterion due to market availability; however, **municipalities must commit to purchasing fuel efficient cruisers when they become commercially available.** Police and fire department administrative vehicles **MUST** meet fuel efficient requirements.

Emergency Response vehicles that are under 8,500 pounds and for which fuel efficient models are available are **NOT** exempt.

PLEASE NOTE: *If a vehicle is found on www.fueleconomy.gov, then it has a GVWR of less than 8,500 pounds, is **NOT** a heavy-duty vehicle and is **NOT** exempt.*

ALTERNATIVE COMPLIANCE

If a municipality has a vehicle fleet composed of all exempt vehicles (e.g. heavy-duty vehicles and/or police cruisers), it must propose alternative means of reducing vehicle fuel consumption in order to comply with this criterion. Examples of Alternative Compliance include having in place policies and programs that reduce vehicle fuel consumption such as: the installation of idle-reduction devices on police cruisers and/or trucks, installation of electric vehicle charging stations, after-market hybrid conversion of existing vehicles, fleet right-sizing, adoption of an anti-idling policy, and/or use of alternative fuels such as biodiesel blends from B-5 to B-20 for heavy duty fleets. While DOER encourages policies such as these for all

APPENDIX A

This model policy was prepared to assist cities and towns in developing a fuel efficient vehicle policy. This model policy is intended for illustration purposes. Communities are free to utilize the format provided.

Municipality / School District	
FUEL EFFICIENT VEHICLE POLICY	
Effective Date	
Revisions	
Board of Selectman Approval Date	
School Superintendent Approval Date	

DEFINITIONS

Combined city and highway MPG (EPA Combined fuel economy): Combined Fuel Economy means the fuel economy from driving a combination of 43 percent city and 57 Percent highway miles and is calculated as follows:

$$=1/((0.43/City\ MPG)+(0.57/highway\ MPG))$$

Drive System: The manner in which mechanical power is directly transmitted from the drive shaft to the wheels. The following codes are used in the drive field:

- AWD = All Wheel Drive: 4 -wheel drive automatically controlled by the vehicle power train system
- 4WD = 4-Wheel Drive: driver selectable 4-wheel drive with 2-wheel drive option
- 2WD = 2-Wheel Drive

Heavy-duty vehicle: Vehicles with a manufacturer’s gross vehicle weight rating (GVWR) of more than 8,500 pounds

POLICY STATEMENT

In an effort to reduce the (city/town/school district/other local entity)’s fuel consumption and energy costs the (policy making body) hereby adopts a policy to purchase only fuel efficient vehicles to meet this goal.

UPDATED - 2/28/2020

Ford	Focus	2014	07/2014	2WD	N	NE	32	Assessors
International	Dump Truck	2011	09/2011	RWD	Y	Exempt	N/A	Sander/Snowplowing

NOTE: Departments/Divisions may use EPA combined MPG estimates or actual combined MPG.

Appendix B

Sample town adoption letter

Letter must be on Town Letterhead

MA Department of Energy Resources
Green Communities Division
100 Cambridge Street – Suite 1040
Boston, MA 02114

{date of letter}

At a public Board of Selectmen meeting held on [DATE], the Board of Selectmen voted to adopt the attached Fuel Efficiency Vehicle Policy.

Thank you.

Signature and Typed Name of Chair

Appendix D

This model policy was prepared to assist cities and towns in developing an alternative compliance fuel efficient vehicle policy. This model policy is intended for illustration purposes. Communities are free to utilize the format provided.

(city/town/school district/other local entity name) **Alternative Compliance Fuel Efficient Vehicle Policy**

FEVP Effective Date	
Date of Municipal Approval	
Date of Board of Selectmen Approval	
Date of School Superintendent Approval	

INTRODUCTION

Criterion Four of the Green Communities Program states that a Green Community must purchase fuel efficient vehicles for municipal use, including schools, whenever such vehicles are commercially available and practicable. (city/town/school district/other local entity name) currently owns XX vehicles for municipal use. All vehicles fall into the exempt status according to the Green Community's Criterion 4 guidance. (city/town/school district/other local entity name) has adopted this Fuel Efficient Vehicle Policy (FEVP) to purchase the most fuel efficient vehicles for all departments/divisions whenever they become commercially available.

This policy is established to reduce the consumption of fossil fuels, which in turn will have a positive impact on the environment and save tax dollars. Under this policy (city/town/school district/other local entity name) hereby establishes a monitoring system to help facilitate the municipality's reduction in vehicle consumption. (city/town/school district/other local entity name) XX will establish and oversee the monitoring system in conjunction with the town and school officials and staff as appropriate.

ALTERNATIVE COMPLIANCE

(city/town/school district/other local entity name) has all exempt vehicles (see attachment A, vehicle inventory). Therefore, (city/town/school district/other local entity) is seeking Alternative Compliance for Criterion 4 based on the following actions **(must select at least two)**:

- 1) The annual miles driven (or hours used) and total fuel consumption will be determined starting in the municipal fiscal years of 2020, beginning on July 1, 2019. (city/town/school district/other local

UPDATED - 2/28/2020

(city/town/school district/other local entity name) will maintain an annual vehicle inventory for all vehicles and a plan for acquiring any non-exempt vehicles that meet, at a minimum, the fuel efficiency ratings contained in the most recent guidance for Criterion 4 published by the MA Department of Energy Resources' Green Communities Division. The fuel efficiency ratings contained therein are based on the most recently published US Environmental Protection Agency combined city and highway MPG ratings for vehicles. The most recent Green Communities Guidance for Criterion 4 will be checked for updates prior to ordering replacement vehicles.

Exemptions

- Heavy-duty vehicles: examples include fire-trucks, ambulances, and some public works trucks that meet the definition of heavy-duty vehicle.
- As of the adoption date (above) police cruisers are exempt from this criterion due to lack of widespread availability. However, **we commit to purchasing fuel efficient police cruisers, when they become commercially available.** Police and fire department administrative vehicles are NOT exempt and must meet fuel efficient requirements.

Inventory

An inventory of all Town vehicles is contained in Attachment A and shall be updated on an annual basis.

FUEL EFFICIENT VEHICLE REPLACEMENT PLAN

Vehicles shall be replaced when they are no longer operable and will not be recycled from one municipal department to another unless the recycled replacement vehicle is more efficient than the vehicle it is replacing. In addition, when replacing exempt vehicles, the function of the vehicle will be reviewed for potential replacement with a more fuel efficient vehicle, including a fuel efficient non-exempt vehicle.

The Vehicle Inventory will be reviewed on an annual basis along with the Green Communities Criterion 4 Guidance to plan for new acquisitions as part of planning for the new fiscal year budget.

DEFINITIONS

Combined City and Highway MPG (EPA Combined fuel economy): Combined Fuel Economy means the fuel economy from driving a combination of 43 percent city and 57 percent highway miles and is calculated as follows:

$$\text{Combined City and highway MPG} = \frac{1}{\left(\frac{0.43}{\text{CityMPG}}\right) + \left(\frac{0.57}{\text{HighwayMPG}}\right)}$$

ATTACHMENT B

This sample policy was taken from the MA DEP's idling reduction toolkit, found at <http://www.mass.gov/dep/air/community/depikit.doc>.

(city/town/school district/other local entity name) **ANTI-IDLING POLICY**

This policy applies to [Insert target audience: residents, municipal fleet, school] vehicles operated by or within the town/city of [name of municipality].

OBJECTIVES

- 1) To eliminate unnecessary idling of vehicles in order to reduce the community's exposure to exhaust from gasoline and diesel engines.
- 2) To educate and inform municipal employees and residents about the health and environmental effects of gasoline and diesel exhaust.

PURPOSE

Idling vehicles pollute the air and present several health and environmental hazards. Gasoline and diesel vehicles produce carbon monoxide, carbon dioxide, volatile organic compounds (VOCs) and oxides of nitrogen (NOx). Carbon monoxide causes respiratory distress and in high concentrations can be lethal; carbon dioxide is a primary contributor to global warming; and VOCs and NOx form ozone, ground-level smog and impair lung function. In addition, diesel exhaust contains fine particulate matter, which the U.S. Environmental Protection Agency has designated as a likely carcinogen. The elderly, chronically ill and children are all particularly vulnerable to these health effects because their lung function is respectively decreased, impaired or still in development.

In addition, Massachusetts General Law (MGL Chapter 90, Section 16A) and the Massachusetts Department of Environmental Protection (DEP) idling reduction regulation (310 CMR 7.11(1)(b)) both prohibit unnecessary vehicle idling by stating that the engine must be shut down if the vehicle will be stopped for more than five minutes. Exemptions include: 1) the vehicle is being serviced and the idling is required to repair the vehicle; or 2) the vehicle is making deliveries and needs to keep its engine running (to power refrigerators, for example); and, 3) the vehicle's accessory equipment needs to be powered, such as a fork lift or a truck's rear dump bed, or a wheelchair lift in a bus or van. To provide additional protections for children, MGL Chapter 90, Section 16B further restricts unnecessary idling in school zones.

In order to reduce the health and environmental effects of vehicle exhaust, comply with the state's idling reduction regulation and law, and decrease our use of fuel by reducing unnecessary idling, the following actions shall be implemented to the maximum extent practicable:

[Municipality would insert specific actions it will implement in its Idling Reduction Campaign such as: posting of signs in public areas, educating municipal employees and residents, establishing best management practices for municipal vehicle operations, etc.]

This policy is hereby approved by the [Governing Body], this [date], to eliminate unnecessary idling.

Signature: _____
Authorized Official



SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: January 12, 2021

V

BUSINESS - F

REQUESTED BY:	Ryan Curley
DESIRED ACTION:	Discuss and vote on obtaining legal opinions from town counsel
PROPOSED MOTION:	TBD
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____

~~BOARD OF SELECTMEN~~ **Selectboard**

Date of Revision: 2/12/96

Policy on Obtaining Legal Opinions

Reaffirmed: 6/4/01

Original Date: August 29, 1995
1995-3

10/22/2020

In order to better conserve the Town's limited financial resources and enable the ~~Board of Selectmen~~ **Selectboard** to remain informed; and furthermore to improve the expediency and quality of our system of obtaining legal advice from Town Counsel, the ~~Board of Selectmen~~ **Selectboard** requests the following procedure be observed by all department heads and chairs of appointed Town boards and commissions:

Requests for legal opinions from Town Counsel shall be submitted to the Town Administrator **and the Selectboard** in writing. **Either the Town Administrator or a majority vote of the Selectboard may approve a request.** If approved, requests will be forwarded to Town Counsel. Town Counsel will likewise respond with a written legal opinion whenever possible.

In the event that an emergent situation exists, a verbal request and response, followed by a written request and response, will be acceptable.



SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: January 12, 2021

V

BUSINESS - G

REQUESTED BY:	Chair Michael DeVasto
DESIRED ACTION:	Discuss accounting and an update on the selectboard investigation
PROPOSED MOTION:	TBD
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____



SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: January 12, 2021

VI

COVID-19 UPDATES AND RECOMMENDATIONS

REQUESTED BY:	Chief Michael Hurley
DESIRED ACTION:	Discuss the CARES Act
PROPOSED MOTION:	TBD
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____

Rebekah Eldridge

From: Michael Hurley
Sent: Friday, January 8, 2021 1:59 PM
To: Rebekah Eldridge
Subject: FW: CARES Act

Michael P. Hurley
Chief of Police
Wellfleet Police Department
36 Gross Hill Road
Wellfleet, MA 02667
Phn: (508) 349 – 3702
Fax: (508) 349 – 7683

From: Michael Hurley
Sent: Friday, January 8, 2021 12:14 PM
To: Maria T Broadbent <maria.broadbent@wellfleet-ma.gov>; Rebekah Eldridge <Rebekah.Eldridge@wellfleet-ma.gov>
Cc: Rich Pauley <rich.pauley@wellfleet-ma.gov>; Heather Michaud <heather.Michaud@wellfleet-ma.gov>
Subject: CARES Act

Maria,

I have circled back in the CARES Act reconciliation request for rounds one and two to recoup costs that FEMA is not covering from past expenses (3/23/20 to 9/15/20). That total is \$123,734.25 and will bring the remaining available monies left to the town down to \$42,433. With the passing of the second stimulus bill the original CARES Act monies allocated for the town (\$240,610) has been extended to 12/31/21 from 12/30/20.

\$240,610	Award amount
\$60,271	Round 1 reimbursement amount (June 2020)
\$14,172	Round 2 reimbursement amount (September 2020)

I have received additional Covid-19 spending that has occurred since September from the schools (approx. \$30,000) and the COA (not sure yet on amount). These amounts have already been charged to the respective department's expense budgets. What is your pleasure moving forward, do you want me to enter in the new expenses for reimbursement? We have until 12/31/21 to spend the remaining \$42,433.

As an FYI, the town's application submitted to FEMA on October 8, 2020 is still listed as pending on the portal. There seems to be no information on when an answer may come on those monies. The request was for \$88,000 which if all items were accepted the town would receive 75% of that amount. I am not anticipating that as FEMA has made it known publicly that some PPE items are no longer being covered. I am hoping to hear some status on the application this month.

Any questions, please don't hesitate to reach out.

Mike



SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: January 12, 2021

VII

SELECTBOARD REPORTS

Reported by:	Topic:



SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: January 12, 2021

VIII

TOWN ADMINISTRATOR'S REPORT

To: Board of Selectmen
From: Maria T. Broadbent, Town Administrator
Subject: Town Administrator's Report
Date: January 8, 2021

See Attached



TOWN OF WELFLEET

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

To: Board of Selectmen
From: Maria T. Broadbent, Town Administrator
Subject: Town Administrator's Report
Date: January 8, 2021

This report is for the period November 7, 2020 through November 20, 2020.

1. General

- Town Hall remains closed to the public, except by appointment only, as precaution to the COVID-19 virus. Town staff is available by appointment.
- The updated COVID-19 Mandatory Safety Standards and Workplace Training Manual based on guidance from the Commonwealth, and the Board of Health and feedback from the Selectboard, has been distributed to staff.
- Governor Baker's orders to reduce occupancy of public buildings has been extended to January 24. Supervisors continue to monitor the safety of staff and to encourage work from home when appropriate.
- Police, Fire and dispatch/matrons begin vaccinations starting Tuesday at 10am. This will last approximately a week or so to spread staff out in the event there are any reactions, fever or fatigue.

2. Fiscal Matters

- The Department of Revenue has granted an extension to April 16 for the submission of the FY2019/2020 Schedule A.
- The FY20 audit will begin the week of February 8. A extension of the scope has been requested to audit enterprise and trust funds.
- Cashflow issues are no longer a concern.
- The adopted budget has been inputted into Vadar and year-to-date budget status reports can now be produces
- Reconciliations are now being done between the Treasurer's records and bank statements.
- The Town received a \$12,000 Municipal Road Safety grant

3. Meetings – Most meetings are via conference call/Zoom

- December 8-MA DPT- Status of bike trail projects
- December 9-School Department-Nauset Regional High School construction
- December 9-Dredging pre-construction meeting
- December 14-Brian Carlstom-Quarterly check-in
- December 14-Police Dept.-2022 Budget

TOWN ADMINISTRATOR'S REPORT TO THE SELECTMEN

- December 14-Fire Dept.-2022 Budget
- December 15-Emergency Management Team Meeting
- December 15-Health/Conservation/Inspections-2022 Budget
- December 16-Finance Team-2022 budget
- December 16-Shellfish/Harbor-2022 budget
- December 16-Finance Team-2022 budget
- December 17-Human Services/Beach/Rec-2022 budget
- December 17-Municipal Power Supplier Bid evaluation
- December 17-Library -2022 budget
- December 17-Herring River Executive Team
- December 23-Town Clerk-2022 budget
- December 29-Public Works-2022 budget

4. Personnel Matters:

- Rebekah Eldridge has been promoted to Executive Assistant to the Town Administrator.
- The Assistant Town Clerk, Committee Secretary to the planning Board, Board of Water Commissioners, Finance Committee, and Board of Health, Water Clerk position will be posted internally.
- The Harbormaster position has been posted and shared with the Massachusetts Harbormasters Association for circulation.
- The Assistant Town Administrator position has been posted.



SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: January 12, 2021

IX

TOPICS FOR FUTURE AGENDAS

Requested by:	Topic:	Requested to be on:



SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: January 12, 2021

X

CORRESPONDENCE AND VACANCY REPORTS

- A. Letter from Bradley Sverid; owner Southfleet Motor Inn
- B. Letter from Wellfleet Planning Board
- C. Letter from Bill Dugan, Wellfleet Resident

January 4, 2021

Re: Dec. 14, 2020 Application by Peter Hall of Van Rensselaer's Restaurant to permanently add two patio areas and the front entrance

To: THE WELLFLEET BOARD OF SELECTMEN

For safety and privacy concerns , I have to disagree with the two patios becoming permanent. The driveway going to the 20 unit back building of the Southfleet Motor Inn has been compromised and has become more difficult for large delivery trucks, large buses, boats with trailers and every now and then a loaded semi truck delivery to enter and exit. The only way for them to exit is to back out. There are also a large number of customers walking and coming and going through with their vehicles.

The outdoor pool area has since become less private. Customers have become uncomfortable with people eating at the patios while they are swimming and sunning at the outdoor pool.

Due to the COVID-19 protocol of last spring, I had agreed to the two temporary patio areas in question and will still agree to as temporary for the 2021 season.

Submitted by,

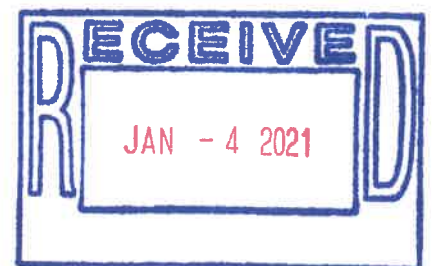
Bradley Sverid



Owner Southfleet Motor Inn

CELL# 774-722-2125

ALSO WOULD LIKE TO SEE THE ZOOM MEETING ON 1/12/2021



Dear Selectboard and Town Administrator Broadbent,

The Planning Board has had several discussions about the issue of climate change. The Board recognizes that this is a fundamental issue for the town to address. We believe that climate action is a crucial set of highly complex activities that must be approached comprehensively with care, thoughtfulness, and all due speed. Based on the nearly unanimous passage of the Climate Emergency declaration at the most recent Town Meeting, the Board understands that this is an issue the citizens of the Town want to see addressed as a top priority:

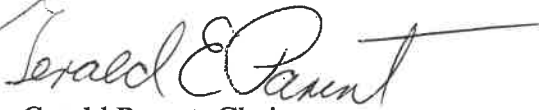
“The Town of Wellfleet recognizes that the climate emergency, driven by human activity including energy consumption and land use practices and leading to global warming, rising seas, deadly storms, dangerous heat waves, acidifying oceans, and melting ice sheets, poses an imminent threat to the health, safety and economic security of the residents of the Town. The Town of Wellfleet therefore adopts as its policy the objective of reducing net greenhouse gas emissions from human activity within and by the Town to zero at the earliest technically and economically feasible time, and directs that all officers and departments of the Town take such measures within the scope of their respective responsibilities and authority as may be necessary and prudent to facilitate such policy and objective.”

There are two basic categories of efforts: Adaptation and Mitigation. The Board is not specifically advocating for the following in this letter but we do believe they are worthy of study and consideration by responsible Town departments and Boards/Committees. Adaptation is reacting to climate change through activities such as raising roads, revising zoning by-laws and building codes, increasing drainage requirements, restricting renovation and building in newly flood-prone areas, and general retreat from sea level rise. Mitigation is essentially reducing our carbon footprint through activities such as adopting a net-zero stretch code, increased energy efficiency town-wide (municipal, residential, business), and developing local renewable energy production. As a result of the scope of these and other challenges and given our responsibilities defined in the Wellfleet Home Rule charter Section 8.6.2: “The Planning Board shall make recommendations to the Town Meeting and to the Town Administrator on all matters concerning the physical, economic, and environmental development of the town” we urge the SelectBoard and Town Administrator to address these issues as a top priority.

We recommend that the Selectboard and Town Administrator establish a high level and meaningful town-wide mechanism to plan for and institute a comprehensive approach to address climate change. This might take the form of a standing Climate Action Task Force or another Town body. We also believe that the Town should consider creating a new position that is responsible for overall Town Planning and Climate Action coordination.

We are aware that climate action work is currently underway by the Energy and Climate Action Committee, the Conservation Commission, and several town Departments. These are all excellent activities, but we believe that the deep and broad nature of climate change affects everyone in town, all town departments, and is very likely the most complex challenge the town has ever faced. Simply put, we need to do more and do so with pace in a coordinated way. We appreciate your consideration of this proposal and look forward to additional discussion.

Sincerely,

A handwritten signature in cursive script that reads "Gerald Parent". The signature is written in black ink and is positioned above the printed name.

Gerald Parent; Chair

Wellfleet Planning Board

Voted at the meeting of January 6, 2021 5-1

To: Wellfleet Board of Selectmen

As a citizen and taxpayer, I am very concerned about the following aspects of the proposed Nauset Regional High School (NRHS) reconstruction and expansion:

- 1) **FINANCE COMMITTEE MEMBERS ESTIMATE COST OF CHOICE PROGRAM AT MORE THAN \$2 MILLION PER YEAR.** Bob Renn of the Orleans Finance Committee has estimated that the net cost of the Choice Program to Nauset taxpayers is \$2.2 million per year. Bob Young of the Brewster Finance Committee has estimated this net cost for the Choice Program and tuition pupils to be \$3.6 million per year in operating costs. Furthermore, the NRS budget is \$6 million greater than the average budget of the 11 Massachusetts regional schools that have an average of 270 fewer pupils than Nauset has. (i.e., these regional schools are approximately the size that Nauset would be if we phased-out the Choice Program, and their average budget is \$6 million less than Nauset's budget.) The NRSC should phase down the Choice Program by ceasing to accept Choice Pupils until we reach the state average participation rate of 1.7%. Nauset high school was at a 23% participation rate in FY 2020. The NRS budget could be phase down as the number of Choice pupils declined. No layoffs would be needed because the normal attrition rate would exceed payroll declines.
- 2) **A NEW HIGH SCHOOL FOR 600 PUPILS WOULD COST \$50 MILLION LESS THAN THE NRSC PROPOSAL.** Why are we proposing to construct a larger high school to accommodate pupils who do not live in the 4 Nauset towns? Half of the best high schools in Massachusetts are smaller schools averaging less than 600 pupils. Bigger is not better. Bigger is just more expensive.
- 3) **PUPILS FROM OUTSIDE NAUSET PAY NOTHING FOR CONSTRUCTION COSTS.** These Choice Program pupils and the pupils from Truro and P-town will not have to pay anything toward the cost of the proposed high school reconstruction, which includes the enlargement of the high school by 20%. The pupils who do not live in the Nauset District increase the cost of the proposed high school reconstruction by \$50 million. A 600-pupil school would cost \$81 million. If Truro and P-town vote to join the NRSD and pay their fair share of all costs, which I would welcome, we can add space for their pupils.
- 4) **NAUSET WILL CONTINUE TO BE ELIGIBLE FOR STATE AID.** In order to be eligible for state aid schools must do 2 things: 1) have a school project and plan that meets a real need, and 2) that plan must conform to the standards adopted by the MSBA. The state has already told us that we meet the first condition, as our high school is old enough to be replaced and that one option is to build a new high school. As long as our future plans conform to MSBA standards, we will continue to be eligible for state aid. The state does not punish schools for finding less expensive ways to meet their school needs. We need to back up and put together a new, fair and responsible school construction plan. The fact that we just went through this planning process for a 905-pupil school, means that some of the work has already been done and this would

Recommendation:

- 1) Vote to “not recommend” that the town meeting approve the NRSC proposal to renovate and enlarge the NHS. This is the only way we will get to vote for the “right size” high school with all parties paying their fair share of the costs.**

Bill Dugan, Wellfleet duganfinancial@gmail.com

(P.T. treasurer of NRS from 2015 - June 2018)



SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: January 12, 2021

XI

ADJOURNMENT

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