



## Wellfleet Selectboard

### **Note: Start Time of 6pm**

The Wellfleet Selectboard will hold a public meeting on **Tuesday, February 23, 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](http://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 participant's 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](mailto: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](http://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. COVID-19 Updates and Recommendations**
  - A. Health Agent Hillary Greenberg-Lemos to give any vaccine updates
- III. Public Hearings**
  - A. Comcast License Renewal
  - B. Granting of hardship exemption for commercial shellfishing permit to Jackie Bassett – Shellfish Constable Civetta
  - C. Approval of Grant Transfer – Shellfish Constable Civetta
- IV. Board/Committee Appointments and Updates**
  - A. Disclosure of appearance of conflict of Interest – Peter Cook
- V. Business**
  - A. Review and Discussion of Appointment of Assistant Town Administrator
  - B. Update from the Cape Cod Commission – Kristy Senatori
  - C. Proposed Warrant Article for Town Meeting – National Resources Advisory Board
  - D. Reconsideration of disposition of town property map until the review schedule as specified in Policy on Disposition of Town-owned Land is followed. – Board Member Curley
  - E. Discussion on Right to Farm – Chair DeVasto
  - F. Discussion on if the selectboard would like to continue the Cahoon Hollow Lease – Suzanne Grout Thomas
  - G. Discussion of Use of Town Property moving forward – Town Administrator Broadbent
- VI. Selectboard Reports**
- VII. Town Administrator’s Report**
- VIII. Topics for Future Discussion**
- IX. Correspondence and Vacancy Reports**
  - A. Letter of gratitude for rec program/Becky Rosenberg – Rachel & Liam Rowland
- X. Minutes**
  - A. January 26, 2021 - amended
  - B. February 9, 2021
- XI. Adjournment**



# SELECTBOARD

AGENDA ACTION REQUEST  
Meeting Date: January 12, 2021

II

## COVID-19 UPDATES AND RECOMMENDATIONS

<b>REQUESTED BY:</b>	<b>Health Agent Lemos &amp; Chair DeVasto</b>
<b>DESIRED ACTION:</b>	<b>Discuss any new updates and information</b>
<b>PROPOSED MOTION:</b>	<b>TBD</b>
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____



## SELECTBOARD

AGENDA ACTION REQUEST  
Meeting Date: February 23, 2021

III

### PUBLIC HEARINGS - A

<b>REQUESTED BY:</b>	<b>Town Administrator Broadbent</b>
<b>DESIRED ACTION:</b>	<b>Comcast License Renewal</b>
<b>PROPOSED MOTION:</b>	<b>I move to approve the signing of the Comcast License Agreement for the term of ten years dated from December 1, 2020 through November 30, 2030</b>
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____

**DRAFT**

**RENEWAL**

**CABLE TELEVISION LICENSE**

**FOR**

**THE TOWN OF WELLFLEET,  
MASSACHUSETTS**

**TABLE OF CONTENTS**

**INTRODUCTION ..... 4**

**ARTICLE 1 DEFINITIONS ..... 5**  
SECTION 1.1 - DEFINITIONS ..... 5

**ARTICLE 2 GRANT OF RENEWAL LICENSE ..... 10**  
SECTION 2.1 - GRANT OF RENEWAL LICENSE ..... 10  
SECTION 2.2 - TERM: NON-EXCLUSIVITY ..... 10  
SECTION 2.3 – POLE AND CONDUIT ATTACHMENT RIGHTS ..... 10  
SECTION 2.4 – RENEWAL ..... 11  
SECTION 2.5 - RESERVATION OF AUTHORITY ..... 11  
SECTION 2.6 - NON-EXCLUSIVITY OF LICENSE ..... 11

**ARTICLE 3 SYSTEM SPECIFICATIONS AND CONSTRUCTION ..... 14**  
SECTION 3.1 – AREA TO BE SERVED ..... 14  
SECTION 3.2 - SUBSCRIBER NETWORK ..... 15  
SECTION 3.3 - PARENTAL CONTROL CAPABILITY ..... 15  
SECTION 3.4—EMERGENCY ALERT OVERRIDE CAPATOWN ..... 15

**ARTICLE 4 TECHNOLOGICAL AND SAFETY STANDARDS ..... 16**  
SECTION 4.1 – SYSTEM MAINTENANCE ..... 16  
SECTION 4.2 – REPAIRS AND RESTORATION ..... 16  
SECTION 4.3 - CABLE LOCATION ..... 17  
SECTION 4.4 – TREE TRIMMING ..... 17  
SECTION 4.5 – STRAND MAPS ..... 18  
SECTION 4.6 – BUILDING MOVES ..... 18  
SECTION 4.7 – DIG SAFE ..... 18  
SECTION 4.8 – DISCONNECTION AND RELOCATION ..... 18  
SECTION 4.9 – EMERGENCY REMOVAL OF PLANT ..... 19  
SECTION 4.10 – PROHIBITION AGAINST RESELLING OF SERVICE ..... 19

**ARTICLE 5 PROGRAMMING ..... 20**  
SECTION 5.1 - BASIC CABLE SERVICE ..... 20  
SECTION 5.2 - PROGRAMMING ..... 20  
SECTION 5.3 - STEREO TV TRANSMISSIONS ..... 20  
SECTION 5.4 – CABLE CHANNELS FOR COMMERCIAL USE ..... 20

**ARTICLE 6 PEG ACCESS CHANNEL(S) AND SUPPORT ..... 21**  
SECTION 6.1 - PEG ACCESS CHANNEL(S) ..... 21  
SECTION 6.2 - PEG ACCESS PROVIDER ..... 22  
SECTION 6.3 - PEG ACCESS CABLECASTING ..... 22  
SECTION 6.4 – PEG ACCESS SUPPORT ..... 23  
SECTION 6.5 - PROGRAMMING EXCLUSIVITY AND NON-COMPETITION ..... 24  
SECTION 6.6 – INTERCONNECTION WITH COMPETING CABLE LICENSEE ..... 24  
SECTION 6.7 - PEG ACCESS PROGRAMMING INDEMNIFICATION ..... 25

**ARTICLE 7 CUSTOMER SERVICE AND CONSUMER PROTECTION ..... 26**  
SECTION 7.1 - CUSTOMER SERVICE ..... 26  
SECTION 7.2 – CONSUMER COMPLAINT PROCEDURES ..... 26  
SECTION 7.3 - PROTECTION OF SUBSCRIBER PRIVACY ..... 27  
SECTION 7.4 - EMPLOYEE IDENTIFICATION CARDS ..... 27

<b>ARTICLE 8 PRICES AND CHARGES</b> .....	<b>28</b>
SECTION 8.1 - PRICES AND CHARGES .....	28
<b>ARTICLE 9 REGULATORY OVERSIGHT</b> .....	<b>29</b>
SECTION 9.1 - INDEMNIFICATION .....	29
SECTION 9.2 - INSURANCE .....	29
SECTION 9.3 - PERFORMANCE BOND .....	30
SECTION 9.4 - LICENSE FEES.....	30
SECTION 9.5 - REPORTS .....	31
SECTION 9.6 - EQUAL EMPLOYMENT OPPORTUNITY.....	31
SECTION 9.7 - REVOCATION OF LICENSE.....	32
SECTION 9.8 - NOTICE AND OPPORTUNITY TO CURE .....	32
SECTION 9.9 - LIQUIDATED DAMAGES .....	
SECTION 9.10 - TRANSFER OR ASSIGNMENT .....	34
SECTION 9.11 - REMOVAL OF SYSTEM .....	35
SECTION 9.12 - INCORPORATION BY REFERENCE .....	36
SECTION 9.13 - NO THIRD PARTY BENEFICIARIES.....	36
<b>ARTICLE 10 MISCELLANEOUS</b> .....	<b>37</b>
SECTION 10.1 - SEVERABILITY .....	37
SECTION 10.2 - FORCE MAJEURE .....	37
SECTION 10.3 - NOTICES .....	37
SECTION 10.4 - ENTIRE AGREEMENT .....	38
SECTION 10.5 - CAPTIONS.....	38
SECTION 10.6 - WARRANTIES .....	39
SECTION 10.7 - APPLICABILITY OF RENEWAL LICENSE .....	39
<b>SIGNATURE PAGE</b> .....	<b>40</b>
<b>EXHIBIT A PROGRAMMING</b> .....	<b>41</b>
<b>EXHIBIT B VIDEO ORIGATION LOCATIONS</b> .....	<b>42</b>

**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 15<sup>th</sup>, May 15<sup>th</sup>, August 15<sup>th</sup> and November 15<sup>th</sup> 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



## SELECTBOARD

AGENDA ACTION REQUEST  
Meeting Date: February 23, 2021

III

### PUBLIC HEARINGS - B

<b>REQUESTED BY:</b>	Shellfish Constable Nancy Civetta
<b>DESIRED ACTION:</b>	Granting of hardship exemption for commercial shellfishing permit to Jackie Bassett
<b>PROPOSED MOTION:</b>	I move to approve granting Jackie Bassett a Hardship Exemption and to direct the Shellfish Constable to issue him a 2021 Commercial Shellfishing Permit.
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____

**TOWN OF WELLFLEET  
PUBLIC HEARING**

**In accordance with MGL Chapter 130 Section 52 and all applicable Wellfleet Shellfish Regulations, the Wellfleet Board of Selectmen will hold a virtual public hearing on Tuesday, February 23, 2021 at 6:00 p.m. to consider the following:**

- **application from Jackie Bassett for a Commercial Shellfish License, per Section 6.1.4 of the Shellfish Policies and Regulations.**

**WELLFLEET BOARD OF SELECTMEN**



# Wellfleet Shellfish Department



300 Main Street, Wellfleet, Massachusetts 02667

## MEMORANDUM

DATE: February 17, 2021  
TO: Town of Wellfleet Selectboard Members  
RE: Request received for commercial shellfishing permit hardship exemption from:  
Jackie Bassett

Dear Selectboard Members:

Jackie Bassett is requesting a hardship exemption because he was waiting for a check from the Lower Cape Outreach to cover the cost of his 2021 commercial shellfishing permit and forgot to notify the Shellfish Department of this and submit his application before the January 31, 2021 deadline. Here are the specifications outlined in our Wellfleet Shellfishing Policy and Regulations:

### REGULATION 6.1.4. Hardship Exemption

The Board of Selectmen may at its discretion grant permits after January 31<sup>st</sup> if the applicant demonstrates all three of the following conditions:

- 1) that unusual circumstances existed which would reasonably excuse a failure to file an application prior to February 1st, and
- 2) that a substantial hardship would be caused by the refusal of a permit, and
- 3) that the granting of the late permit would not affect the opportunity of applicants, who have applied in a timely manner, to harvest a reasonable quantity of shellfish.

Following is his letter and application. I believe that he meets all three of the above conditions.

- 1) He was waiting for a check and expected it to arrive before the deadline. It didn't arrive until February 8.
- 2) He states that he really will need it to make a living this year.
- 3) He has held a permit in the past, and I see no adverse effect on other shellfishermen.

N.B. Jackie Bassett did have his permit suspended for seven days in June of 2018 (BOS meeting of 6-12-18), but we have had no problems with him since then.

Thank you.

Nancy Civetta, Shellfish Constable

[wellfleet-ma.gov/shellfish-department](http://wellfleet-ma.gov/shellfish-department)  
Phone (508) 349-0325 Fax (508) 349-0305



I Jackie Bassett need to get my shellfishing Lic. to try to make it thru this Covid. I had my Lic last year but did not get a chance to use it so I was hoping that I could get it this year.

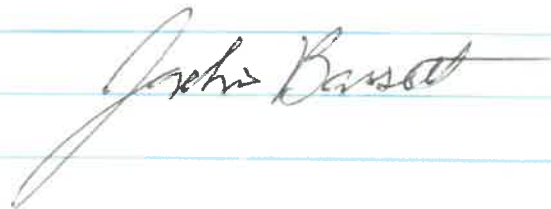
I got the money to the town hall in time but I forgot to fill out the paper for the Lic. So please this may mean eating or not this summer.

Thank you  
and

I hope you can do this  
for me!!!!

Sincerely

Jackie Bassett





TOWN OF WELLFLEET  
COMMERCIAL SHELLFISH APPLICATION

Please Print Legibly

Name: Jackie Bassett

Street Address: 37 Seamy side Farm way Wellfleet  South Wellfleet \_\_\_\_\_

I hereby make application for a Commercial Shellfish Permit, in accordance with Chapter 130, Section 52 of the Massachusetts General Laws. I also declare that the following facts are true and complete to the best of my knowledge:

1. I am a **domiciled** resident of the Town of Wellfleet (see definition on reverse side)

Yes  How Long? 53 years

PROOF OF RESIDENCY QUESTIONNAIRE:

a. My automobile is garaged at: \_\_\_\_\_ (street, town)

b. My Mass. Driver's license is issued to: \_\_\_\_\_ (street, town)

c. My Excise Tax is paid to the Town of: \_\_\_\_\_

d. My children attend school at: \_\_\_\_\_

e. My automobile is registered in: \_\_\_\_\_

f. My utilities are paid for property at: 37 Seamy side Farm way Wellfleet MA (street, town)

2. Mass. State Permit # (for sale of shellfish) 179255

3. Have you held a Commercial Shellfish Permit in the Town of Wellfleet?  
 yes  no If yes, for how long? off and on for my whole life

4. Do you hold a Commercial Shellfish Permit in any other town in the Commonwealth?  
 yes  no If yes, where? \_\_\_\_\_

5. Have you applied for a Commercial Shellfish Permit elsewhere in the Commonwealth?  
 yes  no If so, where? \_\_\_\_\_

6. Has any permit issued to you under the provisions of Chapter 130 of M.G.L. or the Town of Wellfleet's Shellfishing Policy and Regulations ever been suspended or revoked?  Jackie Bassett had his license suspended for 7 days at the 6.12.2018 BOS meeting. We have had no problems with him since.  
 yes  no If yes, give particulars \_\_\_\_\_

7. State the reason for wanting a Commercial Permit: To make a living (MC)

8. Present occupation: Shellfisherman & Carpenter

9. VEHICLE INFORMATION:

Year \_\_\_\_\_ Color \_\_\_\_\_ Make \_\_\_\_\_ Model \_\_\_\_\_  
Plate #/State \_\_\_\_\_ Commercial \_\_\_\_\_ Passenger \_\_\_\_\_

10. VESSEL INFORMATION

Type of Vessel:  Fishing Vessel  Barge  Raft/Float

Vessel Name, Registration Number: \_\_\_\_\_

Mailing Address: P.O. Box 487 Wellfleet MA 02667

Telephone No. 774-722-3827 Cell (Mandatory) 774-722-3827

Email (Mandatory) \_\_\_\_\_ Date of Birth: 9-20-67

Eye Color: Blue Hair Color: Brown Height: 5.9 Weight: 175

*Any intentional false answers to any of the above questions will be just cause for the revocation or non-issuance of a Commercial Shellfish Permit. In signing below, I take responsibility for understanding and operating under the laws, regulations and amendments thereto governing the taking of shellfish and attest that I have received some, but not all, of the useful website links to pertinent content on my printed permit form.*

Signature of Applicant: [Signature] Date: 2-12-2021  
*(Signed under penalty of perjury)*

Approved by: [Signature] Date: 2-17-2021  
*Shellfish Constable*

Note: Application is subject to a 30-day review period by the Board of Selectmen and Shellfish Constable.

**TOWN OF WELLFLEET SHELLFISH POLICIES AND REGULATIONS**

**Section 6. Commercial Shellfishing**

A commercial permit may be issued to any person fourteen (14) years of age or older, who is a domiciled resident of Wellfleet. Individuals aged fourteen (14) through sixteen (16) may be issued junior commercial permits. Only in the calendar year in which a person reaches fourteen (14) years of age may that person apply for a junior commercial permit at any time after the occurrence of that person's birthday. Residents over 65 may be issued senior permits. Any commercial permit will be revoked if the holder ceases to be a domiciled resident of Wellfleet. Commercial permits will not be issued to unnaturalized foreign born persons who have not resided in Barnstable County at least five (5) years prior to making application (MGL Chapter 130: Section 55).

Commercial Permit Fee Schedule  
Commercial - \$310.00, Senior Commercial - \$60.00, Junior Commercial - \$110.00, Eel Permit - \$3.00

Annual commercial permits will be issued from December 1 through January 31st of the permit year, subject to a thirty (30) day review of the application by the Shellfish Constable. Annual commercial permits are valid from Jan. 1 through Dec. 31. **Permits will only be issued after the applicant has shown proof of having a valid State commercial permit with a shellfish endorsement and a valid shellfish transaction card from the DMF. CMR 322 7.01 (2) g, i, k**

The Board of Selectmen may at its discretion grant permits after January 31st if the applicant demonstrates all three of the following conditions:

- that unusual circumstances existed which would reasonably excuse a failure to file an application prior to February 1st, and
- that a substantial hardship would be caused by the refusal of a permit, and
- that the granting of the late permit would not affect the opportunity of applicants, who have applied in a timely manner, to harvest a reasonable quantity of shellfish.

Resident - A declared resident of the Town of Wellfleet. Written proof that Wellfleet is the domicile as well as the legal residence of the applicant shall be required to the satisfaction of the Shellfish Constable and Board of Selectmen. Proof of legal residence may include voter registration, automobile registration, driver's license, income tax filings, census data or passport.



## SELECTBOARD

AGENDA ACTION REQUEST  
Meeting Date: February 23, 2021

III

### PUBLIC HEARING - C

<b>REQUESTED BY:</b>	Shellfish Constable Nancy Civetta
<b>DESIRED ACTION:</b>	Approval of Grant Transfer
<b>PROPOSED MOTION:</b>	I move to approve the transfer of grants 85E, 85 E-A and 85E-AB from Todd LeBart and Holly LeBart to Todd LeBart, Holly LeBart and Peter Brundage.
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s): _____
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____

TOWN OF WELLFLEET  
PUBLIC HEARING

In accordance with MGL Chapter 130 Sections 52, 57, 58, 60, and 68 and all applicable Town Shellfish Regulations, notice is hereby given that the Wellfleet Board of Selectmen will hold a virtual public hearing on Tuesday, February 23, 2021 at 6:00 p.m. to consider the following:

To transfer shellfish grant licenses #85E, 85E-A and 85E-AB from Todd and Holly LeBart to Todd and Holly LeBart and Peter Brundage.

Recommendation of the Shellfish Constable will be available in the 02/23/21 Selectman packet.

WELLFLEET BOARD OF SELECTMEN



# Wellfleet Shellfish Department



300 Main Street, Wellfleet, Massachusetts 02667

February 17, 2021

To: Selectboard  
Re: Recommendations  
From: Nancy Civetta, Shellfish Constable

I received an application on February 6, 2021 to transfer shellfish grant licenses #85E, #85E-A and #85E-A-B from Todd LeBart and Holly LeBart to Todd LeBart, Holly LeBart and Peter Brundage.

I recommend that grant licenses #85E, #85E-A and #85E-A-B be changed as described above. Peter has been involved in the shellfishing industry working on grants here for at least the past three years, and we have seen him in action on the LeBart grant as an employee. He is a hard worker, good communicator and detail-oriented and has the needed experience to be successful on his own.

As an aside for curiosity's sake, this grant used to be leased to Peter's father, Lowell Brundage (from 1986-1988), before it was leased to the LeBart's. File under: what goes around, comes around.

Attached please find all related paperwork.

Respectfully submitted,

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

Nancy Civetta  
Shellfish Constable

Phone (508) 349-0325



Fax (508) 349-0305

**APPLICATION FOR TRANSFER OF SHELLFISH GRANT LICENSE**



16/21

To: Town of Wellfleet Selectboard  
300 Main Street  
Wellfleet, MA 02667

I/We hereby request transfer of Shellfish Grant License # SSE, SSE-A, SSE-A-B  
~~11/19/95~~  
From TODD + HOLLY LEBART  
To TODD + HOLLY LEBART + PETER BRUNDRAGE  
Said grant license is located at INDIAN NECK in Wellfleet, MA  
and consisting of 1.1 + 2 + 1.87 = 4.97 acres. as shown on a plan prepared  
by ALBERT NICKERSON 10/1/85 and dated \_\_\_\_\_  
THOMAS MURZYLN 11/19/95  
SLADE ASSOC 11/1/85

Signature <u>[Signature]</u>	Signature <u>[Signature]</u>	Signature <u>[Signature]</u>
Name <u>TODD E. LEBART</u>	Name <u>Holly L LeBart</u>	Name <u>Peter Brundage</u>
Mailing Address <u>POB 108.2</u>	Mailing Address <u>POB 108.2</u>	Mailing Address <u>POB 108.2</u>
Telephone <u>508-237-2012</u>	Telephone <u>508-557-4042</u>	Telephone <u>714-722-1210</u>
Email <u>todd@thebeach.com</u>	Email <u>holly@thebeachworker.com</u>	Email <u>[Blank]</u>

*check on the license*

PETER BRUNDAGE

TOWN OF WELLFLEET SHELLFISH DEPARTMENT  
CHECK LIST FOR AQUACULTURE LEASE APPLICANT

Applicant is a domiciled resident of Wellfleet, as that is defined in Section 1 of our regulations.

Applicant is 18 years of age or older.

Approval of this application will not result in the applicant having more than 7 acres leased to them for aquaculture within the Town's waters.

All other licensees named to the grant have given written approval for the applicant to be included on their lease. If a corporation is the current lease holder, all persons who are members of the corporation must submit their written approval.

At this time, there are no more than three lease holders named to the lease.

N/A  If applicant is applying for a lease on private property other than their own, written permission from the owner has been provided.

The applicant has held and been documented by the Shellfish Department using a Wellfleet commercial shellfishing permit during a period of at least three (3) of the four (4) calendar years preceding the date of application for this license. Applicant shall submit copies of state-filed catch reports,

OR,

The applicant demonstrates experience in shellfish propagation and aquaculture, continuously, over at least three (3) years preceding the date of application, documented by the Shellfish Department.

The applicant has received and agreed in writing to comply with the current version of the Town's Shellfish Policy and Regulations.

The applicant acknowledges that s/he will also be held responsible to and will familiarize him/herself with [MGL Ch. 130](#) and [CMR 322](#), as well as the most recent [SEMAC Best Management Practices](#), [DMF's vibrio control plan](#), [National Shellfish Sanitation Program's Guide](#) and [DPH's Regulations for Fish and Fishery Products](#), as they apply to the harvest of shellfish governing his/her business operations.

To: Wellfleet Selectboard

From: Peter Brundage

Date: 2/15/21

I, Peter Brundage, agree to comply with the Town of Wellfleet's Shellfishing Policy and Regulations and assume full responsibility for understanding and adhering to all federal and state regulations as they apply to shellfish propagation, harvest and sales.

Sincerely,

A handwritten signature in black ink, appearing to read "Peter Brundage", with a long horizontal flourish extending to the right.



---

**HOLBROOK OYSTER RANCH, INC.**

30 Whereaway Lane    February 17, 2021  
Wellfleet, MA  
02667

To whom it may concern,

The purpose of this letter is confirm that Peter Brundage was employed by Holbrook Oyster between May and November, 2018. His work included all aspects of oyster farming, including but not limited to culling, sorting, re-bagging, market bagging, cutting bags, tying bags and lifting racks.

Sincerely yours,

A handwritten signature in black ink, appearing to read 'ZD' followed by a stylized flourish.

Zack Dixon  
Owner

To Whom it may concern.

My name is Richard H Blakeley and I am writing  
this on behalf of Peter Brundage whom I have known  
his entire life. He is a Wellfleet boy born and bred.  
Pete is currently fish for scallops out of New Bedford just  
like his dad did. Thankfully he is turning his hard work offshore  
into hard work on the grants in Wellfleet. I can't tell you  
how proud it makes me feel seeing these young  
gentlemen in the business of growing Wellfleet Oysters & Clams.  
I proudly put my support behind Pete in his efforts in  
this business with out youth in our business there is no  
future. I am  
Richard H Blakeley

02/1/21

To whom it may concern,

I employed Peter Brundage on my shellfish farm for six months, from June 2017 to December 2017.

-Jeremy Storer

A handwritten signature in blue ink, appearing to read 'J. Storer', with a long horizontal flourish extending to the right.



## SELECTBOARD

AGENDA ACTION REQUEST  
Meeting Date: February 23, 2021


IV

### BOARD/COMMITTEE APPOINTMENTS AND UPDATES

<b>REQUESTED BY:</b>	<b>Peter Cook – Wellfleet Bike and Walkways Committee</b>
<b>DESIRED ACTION:</b>	<b>Disclosure of Appearance of Conflict of Interest</b>
<b>PROPOSED MOTION:</b>	<b>I move that the Selectboard has determined that the financial interest of Peter Cook is not so substantial as to be deemed likely to affect the integrity of the services which the Town may expect from him as a member of the Bike and Walkways Committee. This disclosure is dated February 18, 2021</b>
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____

**DISCLOSURE BY NON-ELECTED MUNICIPAL EMPLOYEE OF FINANCIAL INTEREST  
AND DETERMINATION BY APPOINTING AUTHORITY  
AS REQUIRED BY G. L. c. 268A, § 19**

	<b>MUNICIPAL EMPLOYEE INFORMATION</b>
Name:	Peter D. Cook
Title or Position:	Member (volunteer, unpaid)
Municipal Agency:	Wellfleet Bike & Walkways Committee
Agency Address:	300 Main Street Wellfleet, MA 02667
Office Phone:	508-349-0300
Office E-mail:	bikeandwalkways@wellfleet-ma.gov
	My duties require me to participate in a particular matter, and I may not participate because of a financial interest that I am disclosing here. I request a determination from my appointing authority about how I should proceed.
	<b>PARTICULAR MATTER</b>
Particular matter  E.g., a judicial or other proceeding, application, submission, request for a ruling or other determination, contract, claim, controversy, charge, accusation, arrest, decision, determination, or finding.	The Bike & Walkways Committee is charged by the Selectboard as follows:  "To consider ways to provide safe areas for biking and walking."  Specifically: "1. To work with the Cape Cod National Seashore, the Towns of Provincetown and Truro and the Cape Cod Commission to establish the continuation of the bike trail northward into Provincetown. 2. To prepare a plan for future bike and walking routes throughout the town of Wellfleet."
Your required participation in the particular matter:  E.g., approval, disapproval, decision, recommendation, rendering advice, investigation, other.	The committee advises the Selectboard. I am one of five voting members of the committee. The committee will be evaluating alternative routes and other initiatives throughout Wellfleet in order to provide recommendations to the Selectboard.
	<b>FINANCIAL INTEREST IN THE PARTICULAR MATTER</b>
Write an X by all that apply.	<input type="checkbox"/> I have a financial interest in the matter. <input checked="" type="checkbox"/> My immediate family member has a financial interest in the matter. <input type="checkbox"/> My business partner has a financial interest in the matter. <input type="checkbox"/> I am an officer, director, trustee, partner or employee of a business organization, and the business organization has a financial interest in the matter. <input type="checkbox"/> I am negotiating or have made an arrangement concerning future employment with a person or organization, and the person or organization has a financial interest in the matter.

Financial interest in the matter	<p>Some alternative bike and walkway initiatives that the committee may discuss about properties owned by my immediate family members in Wellfleet. Specifically,</p> <p>1) My sister lives on Oriole Lane, abutting the former Amsler property where the DCR originally planned to terminate the Cape Cod Rail Trail. The DCR placed that plan on hold last year after the Selectboard wrote to Gov Baker opposing the plan in accordance with the 2019 Annual Town Meeting Article 44, as voted by the Town.</p> <p>2) My mother lives on East Main Street. The DOT/Town's preliminary designs include a sidewalk and shoulder lanes along a section of Main Street that runs past her property, as part of the Route 6-Main Street intersection reconstruction.</p> <p>Bike and walkway planning for Wellfleet will presumably create value for the entire town. However, it is reasonably foreseeable that recommending, or not recommending, a specific bike or walkway initiative near a family member's property may affect their financial interest by changing, either positively or negatively, their property value.</p> <p>Taking into account the facts I have disclosed above, I believe I can perform my official duties objectively and fairly, as I have sworn to do in my oath of office.</p>
Employee signature:	
Date:	18 February 2021

**DETERMINATION BY APPOINTING OFFICIAL**

	<b>APPOINTING AUTHORITY INFORMATION</b>
Name of Appointing Authority:	
Title or Position:	
Agency/Department:	
Agency Address:	
Office Phone:	
Office E-mail	
	<b>DETERMINATION</b>
Determination by appointing authority:	<p>As appointing official, as required by G.L. c. 268A, § 19, I have reviewed the particular matter and the financial interest identified above by a municipal employee. I have determined that the financial interest is not so substantial as to be deemed likely to affect the integrity of the services which the municipality may expect from the employee.</p>
Appointing Authority signature:	

Date:	
Comment:	

**Attach additional pages if necessary.**

**The appointing authority shall keep this Disclosure and Determination as a public record.**

**Form revised February, 2012**



## SELECTBOARD

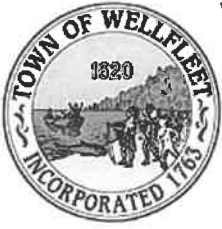
AGENDA ACTION REQUEST  
Meeting Date: January 12, 2021

V

### BUSINESS - A

<b>REQUESTED BY:</b>	<b>Town Administrator Broadbent</b>
<b>DESIRED ACTION:</b>	<b>Review and Discuss the appointment of the Assistant Town Administrator</b>
<b>PROPOSED MOTION:</b>	<b>TBD</b>
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____





# SELECTBOARD

AGENDA ACTION REQUEST  
Meeting Date: January 12, 2021



## BUSINESS – B

<b>REQUESTED BY:</b>	<b>Kristy Senatori – Cape Cod Commissions</b>
<b>DESIRED ACTION:</b>	<b>Senatori to give and update on Cape Cod Commissions</b>
<b>PROPOSED MOTION:</b>	<b>No action needed</b>
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____



## SELECTBOARD

AGENDA ACTION REQUEST  
Meeting Date: January 12, 2021

V

### BUSINESS - C

<b>REQUESTED BY:</b>	<b>Jon Riel – Natural Resource Advisory Board</b>
<b>DESIRED ACTION:</b>	<b>To approve a warrant article presented by the NRAB</b>
<b>PROPOSED MOTION:</b>	<b>I move to approve the warrant article that has been presented to the Selectboard by John Riehl asking to appropriate or transfer funds for the purpose of investigating and recommending practical engineering methods to reduce the scope and expense of future north channel harbor dredging, or do or act anything thereon</b>
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____

ATM – 2021 – NRAB Request

**ARTICLE XX:** To see if the Town will vote to raise and appropriate and/or transfer from available funds the sum of **\$25,000**, or any other sum, for the purpose of investigating and recommending practical engineering methods to reduce the scope and expense of future north channel harbor dredging, or do or act anything thereon.

**Board of Selectmen:**

**SUMMARY:** This article seeks funding for a study of Wellfleet's Marina to evaluate and develop an engineering and permit plan to replace Marina north channel dredging with a natural distribution of dredge spoils ("black custard") on to Duck Creek marshes.

(Request of the Natural Resources Advisory Board.)



## SELECTBOARD

AGENDA ACTION REQUEST  
Meeting Date: February 23, 2021

V

### BUSINESS - D

<b>REQUESTED BY:</b>	<b>Selectboard Member Curley</b>
<b>DESIRED ACTION:</b>	<b>Reconsideration of disposition of town property map until the review schedule as specified in Policy on Disposition of Town-owned Land is followed</b>
<b>PROPOSED MOTION:</b>	<b>I move to rescind the placement Map 30 Parcel 186, 188 and Map 42 Parcel 137, on the Annual Town Warrant and remand the proposed disposition to the Town Administrator and instruct the Town Administrator to follow to the Review Schedule as required in the Policy on the Disposition of Town-owned Land.</b>
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s): _____
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____

BOARD OF SELECTMEN  
Policy on Disposition of Town-owned Land  
Original Date: September 23, 2003  
2003-1

Revised:  
Reaffirmed:

### **Purpose**

This policy was developed to encourage thorough consideration of requests for transfer of ownership or control of Town-owned land. This policy will attempt to ensure that the process for consideration of any request will take place in an organized, logical and transparent manner, and that all requests will be treated consistently and fairly.

### **General Procedure**

The Board of Selectmen is responsible for all town-owned land that is not otherwise designated to the custody of another board, committee or department. Any town committee or board may petition the Board of Selectmen for recommendation of a specific parcel when they have a need or use for such land based on criteria which reflect the committee's or board's charge as authorized under the Town Charter or other applicable law. The Select Board will instruct the Town Administrator to review such application with all town boards, committees and departments so that they may be aware of such application and offer comments upon it. The Planning Board, because its charge overlaps other committees and boards, will provide its assessment after reviewing the inputs from other committees and boards. The Board of Selectmen shall take such comments into account in deciding whether to pursue the approval of the transfer by a Town Meeting vote.

### **Review Schedule**

1. Any request for disposition of Town-owned property shall be made in writing to the Board of Selectmen accompanied by appropriate maps, an explanation of the intended use and justification based on the committee's, board's or department's charge.
2. Within fourteen (14) days of receiving any request, The Board of Selectmen shall charge the Town Administrator to notify all committees, boards, departments and other potentially interested parties.
3. Any Town committee, board, department or other interested group will evaluate an application based on the charge that the reviewing committee has been given under the Town Charter or other applicable law.

4. Within forty-five (45) days of the Town Administrator's notice, any party wishing to comment on the proposal shall do so in writing, and shall file said written comments with the Town Administrator. The Town Administrator shall forward all comments to the Planning Board and Board of Selectmen. All comments received shall be available for inspection by the public at the Town Administrator's office.
5. The Planning Board will review the application and all comments and shall report to the Board of Selectmen, by way of the Town Administrator, within a period of 30 days from the receipt of the information from the Town Administrator.
6. Within fourteen (14) days of the receipt of comments from the Planning Board, the Town Administrator shall review the comments and make a recommendation to the Board of Selectmen.
7. Within thirty (30) days, the Board of Selectmen shall review the proposal, the comments received, the Town Administrator's recommendation, and shall make a final decision to approve the request and whether to place the request on the Town Meeting Warrant or take any other appropriate action.

**Recommended Timeline**

The following timeline is recommended for any proposal requiring *Annual* Town Meeting approval. It is recommended that submissions for this review process should be made at least sixteen (16) weeks prior to any Special Town Meeting.

<u>Deadline</u>	<u>Task</u>
November 15	Written proposal submitted to Board of Selectmen
December 1	Town Administrator notifies all committees, boards, departments and other potentially interested parties
January 15	45-day comment period ends and information conveyed to Planning Board
February 14	Planning Board Recommendation to Town Administrator and to Board of Selectmen
March 15	Board of Selectmen final decision to publish in Town Warrant



## SELECTBOARD

AGENDA ACTION REQUEST  
Meeting Date: January 12, 2021

V

### BUSINESS – E

<b>REQUESTED BY:</b>	Selectboard Chair DeVasto
<b>DESIRED ACTION:</b>	Review and Discuss the Right to Farm
<b>PROPOSED MOTION:</b>	TBD
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____

**§**  
**Right to farm declaration.**

**§ 1**  
**Legislative purpose and intent.**

**§ 2**  
**Definitions.**

**§ 3**  
**Right to farm declaration.**

**§ 4**  
**Disclosure notification.**



§ 5

**Resolution of disputes.**

§ 6

**Severability clause.**

§ 7

**Relationship to existing Bylaws, rules and regulations.**

§ 1

**Legislative purpose and intent.**

**A.**

The purpose and intent of this bylaw is to state with emphasis the right to farm accorded to all citizens of the commonwealth under Article 97 of the Constitution, and all state statutes and regulations thereunder, including but not limited to MGL c. 40A, § 3, paragraph 1; MGL c. 90, § 9, MGL c. 111, § 125A and MGL c. 128, § 1A. We the citizens of Wellfleet restate and republish these rights pursuant to the Town's authority conferred by Article 89 of the Articles

of Amendment of the Massachusetts Constitution ("Home Rule Amendment").

**B.**

This general bylaw encourages the pursuit of agriculture, promotes agriculture-based economic opportunities, and protects farmlands within the Town of Wellfleet by allowing agricultural uses and related activities to function with minimal conflict with abutters and Town agencies. This bylaw shall apply to all jurisdictional areas within the Town.

**C.**

This bylaw encourages the pursuit of homesteading in order to promote self sufficiency and food security. It further protects homestead farming within the Town of Wellfleet by allowing agricultural uses and related activities to function with minimal conflict with abutters and Town agencies. This bylaw shall apply to all jurisdictional areas within the Town.

## § 2

### **Definitions.**

#### **A.**

The word "farm" shall include any parcel or contiguous parcels of land, or water bodies used for the primary purpose of commercial agriculture, or accessory thereto.

#### **B.**

The word "homestead" shall include any parcel or contiguous parcels of land where a person and/or family cultivates the land and practices agriculture in order to become more self sufficient.

#### **C.**

The words "farming," "agriculture," "homesteading" or their derivatives shall include, but not be limited to, the following:

##### **1)**

Farming in all its branches and the cultivation and tillage of the soil;

##### **2)**

Dairying;

**3)**

Production, cultivation, growing, and harvesting of any agricultural, aquacultural, floricultural, viticultural, or horticultural commodities;

**4)**

Growing and harvesting of forest products upon forest land, and any other forestry or lumbering operations;

**5)**

Raising of livestock, including horses;

**6)**

Keeping of horses as a commercial enterprise; and

**7)**

Keeping and raising of poultry, swine, cattle, ratites (such as emus, ostriches and rheas) and camelids (such as llamas and camels), and other domesticated animals for food and other agricultural purposes, including bees and fur-bearing animals.

**D.**

"Farming" shall encompass activities including, but not limited to, the following:

**1)**

Operation and transportation of slow-moving farm equipment over roads within the Town;

**2)**

Control of pests, including, but not limited to, insects, weeds, predators and disease organism of plants and animals;

**3)**

Application of manure, fertilizers and pesticides;

**4)**

Conducting agriculture-related educational and farm-based recreational activities, including agri-tourism, provided that the activities are related to marketing the agricultural output or services of the farm;

**5)**

Processing and packaging of the agricultural output of the farm and the operation of a farmer's market or farm stand including signage thereto;

**6)**

Maintenance, repair, or storage of seasonal equipment, or apparatus owned or leased by the farm owner or manager used expressly for the purpose of propagation, processing, management, or sale of the agricultural products; and

7)

On-farm relocation of earth and the clearing of ground for farming operations.

§ 3

**Right to farm declaration.**

The right to farm is hereby recognized to exist within the Town of Wellfleet. The above-described agricultural activities may occur on holidays, weekdays, and weekends by night or day and shall include the attendant incidental noise, odors, dust, and fumes associated with normally accepted agricultural practices. It is hereby determined that whatever impact may be caused to others through the normal practice of agriculture is more than offset by the benefits of farming to the neighborhood, community, and society in general. The benefits and protections of this bylaw are intended to apply exclusively to those commercial agricultural and farming operations and activities conducted in accordance with generally accepted agricultural practices. Moreover, nothing in this Right to Farm Bylaw shall be deemed as acquiring any interest in land, or as imposing any land use regulation,

which is properly the subject of state statute, regulation, or local zoning law.

#### § 4

#### **Disclosure notification.**

Copies of the disclosure notification shall be prepared by the Town and included on a one-time basis with the mail out of Town real estate tax bills. Following the initial mail out, copies of the disclosure notification will be included on a continuing basis with the mail out of municipal lien certificates.

#### **DISCLOSURE NOTIFICATION:**

It is the policy of this community to conserve, protect and encourage the maintenance and improvement of agricultural and aquacultural resources for the production of food and other agricultural products and also for its natural and ecological value. This disclosure notification is to inform buyers or occupants that the property they are about to acquire or occupy lies within a town where farming activities occur. Such farming activities may include, but are not limited to, activities that cause attendant incidental noise, dust and odors associated with normally accepted agricultural practices. Buyers or occupants are also informed that any property within the Town may be impacted by commercial agriculture, aquiculture, and other farming activities.

## § 5

### **Resolution of disputes.**

#### **A.**

Any person who seeks to complain about the operation of a farm may, notwithstanding pursuing any other available remedy, file a grievance with the Selectboard, the Zoning Enforcement Officer, or the Board of Health, depending upon the nature of the grievance. The filing of the grievance does not suspend the time within which to pursue any other available remedies that the aggrieved may have. The Zoning Enforcement Officer or the Selectboard may forward a copy of the grievance to the Agricultural Advisory Council or its agent, which shall review and facilitate the resolution of the grievance, and report its recommendations to the referring Town authority within an agreed upon time frame.

#### **B.**

The Board of Health, except in cases of imminent danger or public health risk, may forward a copy of the grievance to the Agricultural Commission or its agent, which shall review and facilitate the resolution of the grievance, and report its recommendations to the Board of Health within an agreed upon time frame



## § 6

### **Severability clause.**

If any part of this bylaw is for any reason held to be unconstitutional or invalid, such decision shall not affect the remainder of this bylaw. The town of Wellfleet hereby declares the provisions of this bylaw to be severable.

## § 7

### **Relationship to existing Bylaws, rules and regulations.**

Notwithstanding anything contained herein to the contrary, nothing in this bylaw shall supersede any existing Town or National Seashore bylaw, zoning bylaw, rule or regulation and all such existing bylaws, rules and regulations shall continue in full force and effect.

# Massachusetts Association of Agricultural Commissions

[About MAAC](#)

[About AgComs](#)

[Events](#)

[Resources](#)

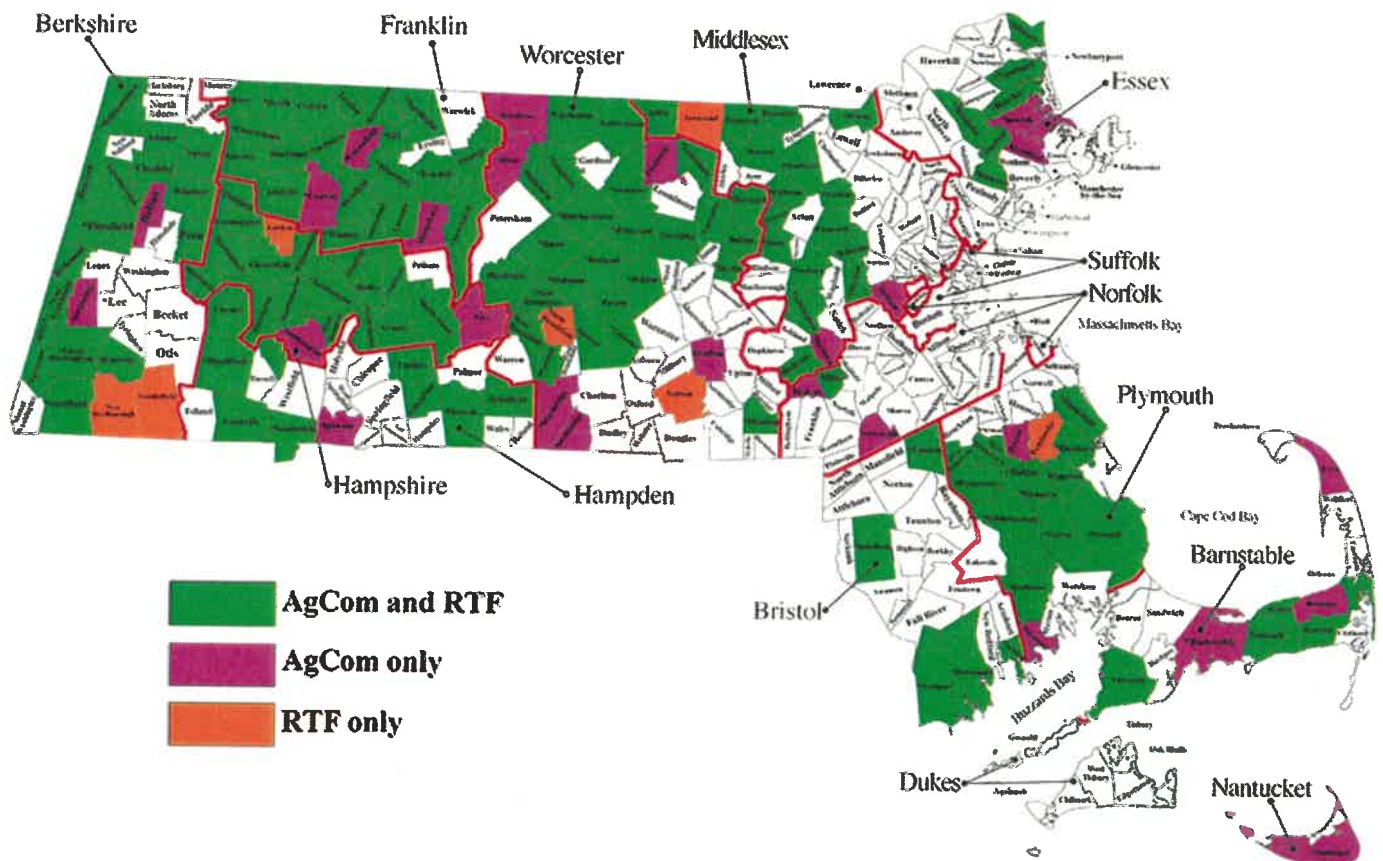
[Get Started](#)

## About AgComs: MA AgComs

As of May, 2017, there are 172 Agricultural Commissions within the Commonwealth of Massachusetts and there are 140 towns that have local Right to Farm Bylaws.

Select from the town listing found below to learn more details about a particular AgCom, view Right-to-Farm bylaws, AgCom formation bylaws, and more. Please note that not every town has information available. If your town has updated information, please [Let us know](#)

Note that if you click on the map below you get a larger version that will be easier to read.



An asterisk indicates that the AgCom is a member of MAAC

[Adams](#)

[\\*Greenfield](#)

[\\*Pittsfield](#)

<u>Agawam</u>	<u>*Groton</u>	<u>*Plainfield</u>
<u>Alford</u>	<u>Hadley</u>	<u>Plymouth</u>
<u>*Amherst</u>	<u>*Halifax</u>	<u>*Plympton</u>
<u>Ashburnham</u>	<u>Hamilton</u>	<u>*Princeton</u>
<u>Ashby</u>	<u>Hancock</u>	<u>*Rehoboth</u>
<u>*Ashfield</u>	<u>Hanson</u>	<u>Richmond</u>
<u>*Athol</u>	<u>Hardwick</u>	<u>*Rochester</u>
<u>*Barnstable</u>	<u>*Harvard</u>	<u>Rowe</u>
<u>*Barre</u>	<u>Harwich</u>	<u>*Rowley</u>
<u>Becket</u>	<u>*Hatfield</u>	<u>Royalston</u>
<u>*Belchertown</u>	<u>Hawley</u>	<u>*Rutland</u>
<u>*Berlin</u>	<u>*Heath</u>	<u>Salisbury</u>
<u>*Bernardston</u>	<u>*Holden</u>	<u>Sandisfield (RTF only)</u>
<u>*Blandford</u>	<u>*Holliston</u>	<u>Savoy</u>
<u>Bolton</u>	<u>*Hubbardston</u>	<u>*Sheffield</u>
<u>*Boxborough</u>	<u>Huntington</u>	<u>*Shelburne</u>
<u>*Boxford</u>	<u>*Ipswich</u>	<u>*Sherborn</u>
<u>Brewster</u>	<u>Kingston</u>	<u>Shutesbury</u>
<u>*Bridgewater</u>	<u>Lancaster</u>	<u>Southampton</u>
<u>Brimfield</u>	<u>Lanesborough</u>	<u>Southbridge</u>
<u>Brookfield</u>	<u>*Lee</u>	<u>*South Hadley</u>
<u>Buckland</u>	<u>*Leicester</u>	<u>*Southwick</u>
<u>*Carlisle</u>	<u>Leverett</u>	<u>Spencer</u>
<u>*Carver</u>	<u>Leyden</u>	<u>*Sterling</u>
<u>*Charlemont</u>	<u>*Lincoln</u>	<u>Stockbridge</u>
<u>Cheshire</u>	<u>*Littleton</u>	<u>*Stow</u>
<u>Chester</u>	<u>*Ludlow</u>	<u>*Sturbridge</u>
<u>Chesterfield</u>	<u>*Lunenburg</u>	<u>*Sudbury</u>

<a href="#"><u>Colrain</u></a>	<a href="#"><u>*Marshfield</u></a>	<a href="#"><u>Sunderland</u></a>
<a href="#"><u>Concord</u></a>	<a href="#"><u>Mattapoissett</u></a>	<a href="#"><u>Sutton (RTF only)</u></a>
<a href="#"><u>*Conway</u></a>	<a href="#"><u>Medway</u></a>	<a href="#"><u>*Templeton</u></a>
<a href="#"><u>Cummington</u></a>	<a href="#"><u>*Mendon</u></a>	<a href="#"><u>*Topsfield</u></a>
<a href="#"><u>Dalton</u></a>	<a href="#"><u>*Middleborough</u></a>	<a href="#"><u>Townsend (RTF only)</u></a>
<a href="#"><u>*Danvers</u></a>	<a href="#"><u>Middlefield</u></a>	<a href="#"><u>Truro</u></a>
<a href="#"><u>*Dartmouth</u></a>	<a href="#"><u>Millis</u></a>	<a href="#"><u>Ware</u></a>
<a href="#"><u>Deerfield</u></a>	<a href="#"><u>Monson</u></a>	<a href="#"><u>*Wendell</u></a>
<a href="#"><u>Dennis</u></a>	<a href="#"><u>*Montague</u></a>	<a href="#"><u>*West Boylston</u></a>
<a href="#"><u>*Dracut</u></a>	<a href="#"><u>Monterey</u></a>	<a href="#"><u>*West Bridgewater</u></a>
<a href="#"><u>Dunstable</u></a>	<a href="#"><u>Montgomery</u></a>	<a href="#"><u>West Brookfield</u></a>
<a href="#"><u>*Duxbury</u></a>	<a href="#"><u>*Nantucket</u></a>	<a href="#"><u>*West Stockbridge</u></a>
<a href="#"><u>*East Bridgewater</u></a>	<a href="#"><u>*New Braintree</u></a>	<a href="#"><u>*Westford</u></a>
<a href="#"><u>*Easthampton</u></a>	<a href="#"><u>*Newbury</u></a>	<a href="#"><u>Westhampton</u></a>
<a href="#"><u>*Easton</u></a>	<a href="#"><u>New Marlborough (RTF only)</u></a>	<a href="#"><u>*Westminster</u></a>
<a href="#"><u>*Egremont</u></a>	<a href="#"><u>*New Salem</u></a>	<a href="#"><u>*Weston</u></a>
<a href="#"><u>*Fairhaven</u></a>	<a href="#"><u>Newton</u></a>	<a href="#"><u>*Westport</u></a>
<a href="#"><u>Falmouth</u></a>	<a href="#"><u>North Brookfield (RTF only)</u></a>	<a href="#"><u>*Whately</u></a>
<a href="#"><u>Fitchburg</u></a>	<a href="#"><u>*Northampton</u></a>	<a href="#"><u>Wilbraham</u></a>
<a href="#"><u>*Foxborough</u></a>	<a href="#"><u>*Northfield</u></a>	<a href="#"><u>Williamsburg</u></a>
<a href="#"><u>Framingham</u></a>	<a href="#"><u>*Oakham</u></a>	<a href="#"><u>*Williamstown</u></a>
<a href="#"><u>*Gill</u></a>	<a href="#"><u>Orange</u></a>	<a href="#"><u>Winchendon</u></a>
<a href="#"><u>Goshen (RTF only)</u></a>	<a href="#"><u>Orleans</u></a>	<a href="#"><u>Windsor</u></a>
<a href="#"><u>Grafton</u></a>	<a href="#"><u>Paxton</u></a>	<a href="#"><u>Worthington</u></a>
<a href="#"><u>Granby</u></a>	<a href="#"><u>Pepperell</u></a>	<a href="#"><u>Yarmouth</u></a>
<a href="#"><u>Granville</u></a>	<a href="#"><u>Peru</u></a>	
<a href="#"><u>*Great Barrington</u></a>	<a href="#"><u>Phillipston</u></a>	

# Massachusetts Association of Agricultural Commissions

[About MAAC](#)

[About AgComs](#)

[Events](#)

[Resources](#)

[Get Started](#)



## About AgComs: Overview

### What is an Agricultural Commission (AgCom)?

A town agricultural commission (AgCom) is a standing committee of town government, created through a vote of Town Meeting and appointed by the Board of Selectmen or governing body of the town. AgComs represent the farming community, encourage the pursuit of agriculture, promote agricultural economic development and protect farmlands and farm businesses, and preserve, revitalize and sustain agricultural businesses and land. In some communities they focus on farmland preservation efforts, while in others they review regulatory proposals developed by other town boards (planning board, board of health, conservation commission, etc), or provide marketing coordination to assist all farms in town. Others have played key roles in mediating farmer/neighbor disputes, or simply providing referrals for farmers needing better information. By working within town government through an AgCom, farmers enhance their credibility, and are viewed as part of the problem-solving team.

### What does an AgCom do?

- Serves as a local voice advocating for farmers, farm businesses and farm interests
- Provides visibility for farming
- Works with other town boards about issues facing the town that affect agriculture
- Helps resolve farm related problems or conflicts
- Protects farmland and natural resources

### Who can start an AgCom?

Any local resident or group concerned about their communities' farming, farm businesses, growth, rural character, open space, etc. can start organizing support for an AgCom.

### Why are town AgComs formed?

Many towns trying to balance growth and quality of life issues are creating AgComs. The intent of an AgCom is simple: protect agricultural lands, preserve rural character, provide a voice for farmers, and encourage agricultural based businesses.

### Who can serve on an AgCom?

Anyone who is a resident of the town is eligible to sit on a town board or commission. However, the by-law created and passed by the town determines the number of members and composition of the commission. In towns with existing AgComs there are several types of members-voting, alternate, and advisory. Usually, the voting members are farmers. Each town should decide what type of membership and qualifications are appropriate for their community.

### Does an AgCom cost the town money?

Towns provide support for all committees-each town should decide what is an

appropriate budget for the AgCom. Existing AgCom budgets range from \$0 to \$1,000 per year.

### **Are AgComs regulatory?**

Unlike some other town committees, AgComs do not operate under any regulatory authority from the Commonwealth. While town conservation commissions implement the State Wetlands Protection Act and planning boards enforce the local zoning code, AgComs are created at Town Meeting to represent farming interests in the town-but they do not have any legal mandate or enforcement authority.

### **What are AgComs doing in Massachusetts?**

- Adopting local right-to-farm by-laws
- Raising monies for farmland protection and economic development
- Starting local farmer's markets
- Providing mediation and conflict resolution on farm related disputes within town
- Collaborating with other town boards on development proposals
- Educating town residents about the value of agriculture in the community
- Holding educational workshops on intergenerational transfer of property, Chapter 61 lands, farm viability, and Agricultural Preservation Restrictions
- Obtaining technical assistance on nonpoint source pollution, conservation farm planning, manure management, environmental stewardship

## DRAFT AGRICULTURAL COMMISSION WARRANT ARTICLE

### 1.0: Agricultural Commission

To see if the Town will vote to establish an Agricultural Commission to address and represent agricultural issues and interests in the Town of Wellfleet.

The duties and responsibilities of the Commission shall include, but not be limited to:

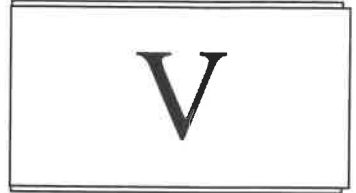
- ◆ Serving as facilitators for encouraging the pursuit of agriculture in Wellfleet;
- ◆ Promoting agriculture and aquaculture-based economic opportunities for the Town;
- ◆ Acting as mediators, advocates, educators, and/or negotiators in an advisory capacity on farming issues for established Town Committees and Departments;
- ◆ Working for the preservation of agriculture lands owned by the town;
- ◆ Pursuing all initiatives appropriate to creating a sustainable agriculture community.

Commission Organization: The Commission shall be comprised of five members, at least three of whom shall be engaged in the business of farming or related agricultural industries. The Selectboard shall appoint two members for a three year term; two members for a term of two years, and three years thereafter, and one member for a term of one year and three years thereafter. Three alternate members will also be appointed by the Board of Selectmen, each for one year terms. Any vacancy shall be filled by the Selectboard based on recommendations of the Commission.



# SELECTBOARD

AGENDA ACTION REQUEST  
Meeting Date: January 12, 2021



## BUSINESS - F

<b>REQUESTED BY:</b>	<b>Suzanne Grout Thomas – Director of Community Services</b>
<b>DESIRED ACTION:</b>	<b>To discuss and possibly approve to continue to lease Cahoon Hollow Parking Lot</b>
<b>PROPOSED MOTION:</b>	<b>I move to approve that the Town of Wellfleet continue to lease Cahoon Hollow Parking Lot</b>
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):
<b>VOTED:</b>	Yea ____ Nay ____ Abstain ____





# SELECTBOARD

AGENDA ACTION REQUEST  
Meeting Date: February 23, 2021



## BUSINESS - G

<b>REQUESTED BY:</b>	<b>Town Administrator Broadbent</b>
<b>DESIRED ACTION:</b>	<b>Discussion on the use of Town Property moving forward</b>
<b>PROPOSED MOTION:</b>	<b>I move to approve that the use of Town property be managed on a case by case basis until further notice</b>
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____



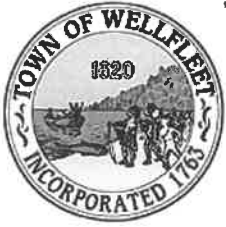
# SELECTBOARD

AGENDA ACTION REQUEST  
Meeting Date: January 12, 2021

VI

## SELECTBOARD REPORTS

<b>Reported by:</b>	<b>Topic:</b>



## SELECTBOARD

AGENDA ACTION REQUEST  
Meeting Date: January 12, 2021

VII

---

# TOWN ADMINISTRATORS REPORT

This report is for the period February 6, 2021 through February 19, 2021.

### 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.
- Supervisors continue to monitor the safety of staff and to encourage work from home when appropriate.
- In order to keep information flowing to the community about COVID vaccines and other related matters, Emergency Management Team meetings have been expanded to twice a month on the first and third Tuesdays at 10 am. The Selectboard will also include an update at the beginning of their meetings, held the second and fourth Tuesdays at 6 pm. A link to both these meetings, held via Zoom, can be found on the Town of Wellfleet's website.

### 2. Fiscal Matters

- The FY 2019/2020 audit began February 8. As is normal practice, the Auditors made random selections for expenditures, payroll, receivables, capital assets, and journal entries, all of which requires detailed documentation to be provided through a secure portal. Due to the Town's substantial reliance upon paper records, combined with the financial systems technological shortcomings, locating, organizing, and scanning this information is extraordinarily time consuming, and thus remains ongoing. The Town Accountant has been in contact with the Audit team regularly and reports they are slowly making progress in determining beginning and ending balances in conjunction with a host of necessary journal entry adjustments to reflect their determinations. Accounting is anticipating substantive management comments resulting from both the typical audit scope and expanded scope to include the Schedule A completion and other funds review.
- On February 17 the Town Administrator, Town Accountant, and Town Treasurer spoke with the assigned rating agency, S&P Global, regarding the upcoming bond sale totaling \$9,220,000 covering the following items; Lt. Island Road Repair (\$150,000), Fire & Rescue Equipment on Forestry 90 (\$40,000), Wellfleet Elementary School Fire Suppression Engineering (\$110,000), Water System Upgrade (\$1.34M), Harbor Dredging (\$7.5M), EMS Equipment (\$80,000). The Town expects to receive its rating on Monday, February 22.



## SELECTBOARD

AGENDA ACTION REQUEST  
Meeting Date: January 12, 2021

VII

- 
- The Town Accountant and Town Treasurer are working closely with Bonsai Logic, a provider of online transactions for certain Town departments, to correct and improve merchant servicing functionality (credit card processing). Furthermore, the Town Accountant is researching more robust customer facing platforms to better serve both the end user and the Town to offer, collect, and compile transactions such as beach stickers, permits, and slip fees. The Town, at present, leverages several different types of solutions, spanning multiple departments, which as the migration to online environments to conduct business has grown, these individually cultivated options are no longer sustainable from both a customer service or efficiency perspective.
  - The Town Accountant is scheduled to speak with the assigned IRS agent on February 25. The Town Auditors have been made aware of the situation and will be kept apprised of all activities.
3. Meetings – Most meetings are via conference call/Zoom
- February 8-Barnstable County Health Dept. plans for vaccination clinic
  - February 10-Provincetown Independent-communications policies
  - February 10-review of proposed budgets for Shellfish & Harbormaster
  - February 16-Police Union-collective bargaining agreement
  - February 16-Emergency Management Team Meeting
  - February 17-Standard & Poor's-bond rating
4. Personnel Matters:
- Interviews for 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 conducted shortly.
  - Interviews for the Harbormaster position have been conducted and recommendations of the interview panel will be forwarded, in confidence, to the selectboard.
  - Interviews for the Assistant Town Administrator position have been conducted and the recommendations of the interview panel have been forwarded, in confidence, to the selectboard.



# TOWN OF WELFLEET

300 MAIN STREET WELFLEET MASSACHUSETTS 02667

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

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

To: Board of Selectmen  
From: Maria T. Broadbent, Town Administrator  
Subject: Town Administrator's Report  
Date: February 19, 2021

This report is for the period February 6, 2021 through February 19, 2021.

## 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.
- Supervisors continue to monitor the safety of staff and to encourage work from home when appropriate.
- In order to keep information flowing to the community about COVID vaccines and other related matters, Emergency Management Team meetings have been expanded to twice a month on the first and third Tuesdays at 10 am. The Selectboard will also include an update at the beginning of their meetings, held the second and fourth Tuesdays at 6 pm. A link to both these meetings, held via Zoom, can be found on the Town of Wellfleet's website.

## 2. Fiscal Matters

- The FY 2019/2020 audit began February 8. As is normal practice, the Auditors made random selections for expenditures, payroll, receivables, capital assets, and journal entries, all of which requires detailed documentation to be provided through a secure portal. Due to the Town's substantial reliance upon paper records, combined with the financial systems technological shortcomings, locating, organizing, and scanning this information is extraordinarily time consuming, and thus remains ongoing. The Town Accountant has been in contact with the Audit team regularly and reports they are slowly making progress in determining beginning and ending balances in conjunction with a host of necessary journal entry adjustments to reflect their determinations. Accounting is anticipating substantive management comments resulting from both the typical audit scope and expanded scope to include the Schedule A completion and other funds review.
- On February 17 the Town Administrator, Town Accountant, and Town Treasurer spoke with the assigned rating agency, S&P Global, regarding the upcoming bond sale totaling \$9,220,000 covering the following items; Lt. Island Road Repair (\$150,000), Fire & Rescue Equipment on Forestry 90 (\$40,000), Wellfleet Elementary School Fire Suppression Engineering (\$110,000), Water System

## TOWN ADMINISTRATOR'S REPORT TO THE SELECTMEN

Upgrade (\$1.34M), Harbor Dredging (\$7.5M), EMS Equipment (\$80,000). The Town expects to receive its rating on Monday, February 22.

- The Town Accountant and Town Treasurer are working closely with Bonsai Logic, a provider of online transactions for certain Town departments, to correct and improve merchant servicing functionality (credit card processing). Furthermore, the Town Accountant is researching more robust customer facing platforms to better serve both the end user and the Town to offer, collect, and compile transactions such as beach stickers, permits, and slip fees. The Town, at present, leverages several different types of solutions, spanning multiple departments, which as the migration to online environments to conduct business has grown, these individually cultivated options are no longer sustainable from both a customer service or efficiency perspective.
- The Town Accountant is scheduled to speak with the assigned IRS agent on February 25. The Town Auditors have been made aware of the situation and will be kept apprised of all activities.

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

- February 8-Barnstable County Health Dept. plans for vaccination clinic
- February 10-Provincetown Independent-communications policies
- February 10-review of proposed budgets for Shellfish & Harbormaster
- February 16-Police Union-collective bargaining agreement
- February 16-Emergency Management Team Meeting
- February 17-Standard & Poor's-bond rating

### 4. Personnel Matters:

- Interviews for 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 conducted shortly.
- Interviews for the Harbormaster position have been conducted and recommendations of the interview panel will be forwarded, in confidence, to the selectboard.
- Interviews for the Assistant Town Administrator position have been conducted and the recommendations of the interview panel have been forwarded, in confidence, to the selectboard.



# SELECTBOARD

AGENDA ACTION REQUEST  
Meeting Date: January 12, 2021

VIII

## TOPICS FOR FUTURE DISCUSSION

Requested by:	Topic:	Requested to be on:



## SELECTBOARD

AGENDA ACTION REQUEST  
Meeting Date: January 12, 2021

IX

---

### **CORRESPONDENCE AND VACANCY REPORTS**

- **Letter of gratitude for Becky Rosenberg and the recreation department**
- **Vacancy report with packet**



## **Rebekah Eldridge**

---

**From:** R R <rlewis365@gmail.com>  
**Sent:** Thursday, February 11, 2021 12:04 AM  
**To:** Maria Broadbent  
**Cc:** Board of Selectmen; Suzanne Thomas  
**Subject:** Wellfleet Rec Program

To Whom It May Concern,

This letter is in gratitude for the Wellfleet Rec program and its leaders, those who work tirelessly and with joy to promote community and unity within the department and the town at large, most directly in my experience, Becky Rosenberg.

The Rec program was a source of delight for our daughter Nova, age 4 before the pandemic and since March has become even more vital and important. The way the children are encouraged, recognized and creatively instructed has been so important to continued connection in a time of change and uncertainty. The seemingly effortless way activities are conducted and made available to all is a testament to the deep roots of a small and enduring community, who understands children are some of its most important members, and a reminder of why so many want to live here.

Wellfleet Rec and Becky in particular, have been a continued bright spot and source of comfort, giving us as parents a sense of confidence, that our children are being seen and loved, and their safety continually attended to, in the best way possible. I know that we are not alone in feeling this way.

With deep gratitude,  
Rachel & Liam Rowland

Date: February 18, 2021  
To: Board of Selectmen  
From: Jeanne Maclauchlan  
Re: Vacancies on Town Boards

**Board of Health** (5 members, 2 alternates)

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

Requesting Appointment: No applications on file

**Board of Water Commissioners**

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

Requesting Appointment: No applications on file

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

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

Requesting Appointment: No applications on file

**Commission on Disabilities** (up to 5 Members)

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

Requesting Appointment: No applications on file

**Conservation Commission** (7 Members + 2 alternates)

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

Requesting Appointment: No applications on file

**Council on Aging** (11 Members)

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

Requesting Appointment: No applications on file

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

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

Requesting Appointment: No applications on file

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

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

Requesting Appointment: No applications on file

**Historical Commission** (7 members)

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

Requesting Appointment: No applications on file

**Marina Advisory Committee (7 Members, 2 Alternates)**

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

Requesting Appointment: No applications on file

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

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

Requesting Appointment: No applications on file

**Planning Board (7 members + 2 alternates)**

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

Requesting Appointment: No applications on file

**Recycling Committee (7 members)**

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

2 Alternate Positions  
Requesting Appointment: No applications on file

**Shellfish Advisory Board (7 members + 2 Alternates)**

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

Requesting Appointment: No applications on file

**Zoning Board of Appeals (5 members + 4 Alternates)**

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

1 Position  
Requesting Appointment: No applications on file



## SELECTBOARD

AGENDA ACTION REQUEST  
Meeting Date: January 12, 2021

X

## MINUTES

<b>REQUESTED BY:</b>	<b>Executive Assistant</b>
<b>DESIRED ACTION:</b>	<b>Approval of meeting minutes</b>
<b>PROPOSED MOTION:</b>	<b>I move to approve minutes of January 26, 2021 as amended. I move to approve the minutes of February 9, 2021 as printed</b>
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s): _____
<b>VOTED:</b>	Yea ____ Nay ____ Abstain ____

# DRAFT

*A full recording of the meeting is available on the town's website under board/committee recordings.*

## Wellfleet Selectboard Tuesday, January 26, 2021; 6 PM Virtual Meeting Minutes

**Members Present:** Michael DeVasto, Chair; Janet Reinhart, Vice-Chair; Justina Carlson, Ryan Curley, Helen Miranda Wilson

**Others Present:** Maria Broadbent, Town Administrator; Rebekah Eldridge, Secretary; Michael Hurley, Police Chief; Rich Pauley, Fire Chief; Kevin Coakley, Nancy Najmi, Gordon Kahn, James McAuliffe, Dan Silverman, Town Moderator; David Mead-Fox, Lili Ann Green, Tom Conrad, Nauset School Superintendent; Chris Easley, Building committee for the new high school; Jennifer Congel, Town Clerk; Heather Michaud, Town Accountant

Chair DeVasto called the meeting to order at 6:01 PM

### 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.

- Administrator Broadbent announced that the public works department had issued a denial in curb cut at the property off of Route 6 and Old Wharf Rd.
- David Mead-Fox made a few comments regarding the Assistant Town Administrator job that is currently posted. He explained that he feels very strongly that the person who fills this position needs to have strong capabilities in town planning and grant coordination. He stated that the town should seek to evolve towards two or three positions a town planner and an assistant town administrator. He continued stating this would be a critical impact on the town.
- Chief Rich Pauley addressed the Board and wished to recognize a few of his firefighter/paramedics that saved a town resident when that person went into cardiac arrest. The family sent a letter commended the EMS responders.
- Lilian Green was called on by Chair DeVasto. She agreed with Mead-Fox about having someone who is highly trained in planning and grant coordination. She continued informing the Board that the Cape Cod Commission recently passed the revisions to the regional policy plan and it will be coming to the Assembly of Delegates. Green gave more information on where to find out what the Assembly of Delegates is working on.

### II. **Licenses**

#### A. **Annual Renewal of Common Victualler Licenses**

Board member Wilson asked to take an abutter (Moby Dick's) out of the list as she doesn't vote on financial impacts with her abutters. Chair DeVasto agreed and asked for a motion

**Board Member Reinhart moved, Board Member Curley seconded; and it was voted unanimously to approve all Common Victualler Licenses as listed except for Moby Dick's; 5-0**

## DRAFT

*A full recording of the meeting is available on the town's website under board/committee recordings.*

**Board Member Reinhart moved, Board member Curley seconded; it was voted to approve Moby Dick's Common Victualler License. 4-1 (Wilson Recused)**

**B. Renewal of Weekday Entertainment Licenses**

**Board Member Reinhart moved, Board Member Curley seconded; it was voted unanimously to approve all weekday entertainment licenses as listed in the packet. 5-0**

**C. Renewal of Sunday Entertainment**

**Board Member Reinhart moved, Board Member Curley seconded; it was voted unanimously to approve all Sunday Entertainment Licenses as listed in the packet 5-0**

**D. Renewal of Class 2 License**

**Board Member Reinhart moved, Board Member Carlson seconded; it was voted unanimously to approve both Class 2 licenses as listed in the packets. 5-0**

### **III. Board/Committee Appointments and Updates**

**A. Kevin Coakley – Marina Advisory Committee**

Chair DeVasto asked Coakley to give some information about himself and why he would like to be a part of the Marina Advisory Committee. Coakley informed the Board that he has had a charter boat business for many years, and he is on the Dredging Task Force. He feels he can make a difference, and he wants to be supportive of the marina.

**Board Member Reinhart moved, Board Member Carlson seconded; and it was voted unanimously to approve Kevin Coakley to the Marina Advisory Committee. 5-0**

**B. Nancy Najmi – Recycling Committee**

Chair DeVasto asked Najmi to introduce herself and give the Board some information on why she would like to serve on the recycling committee. She stated she bought a home in Wellfleet 12 years ago and this past year moved full-time to Wellfleet. She has been a part of the Recycling Committee in the town she came from and was asked by the Chair of the Recycling Committee to become a board member.

**Board Member Reinhart moved, Board Member Carlson seconded; and it was voted to approve Nancy Najmi to the Recycling Committee. 5-0**

**C. Gordon Kahn – Historical Commission**

Kahn introduced himself to the Board and stated he recently moved to Wellfleet year-round and is an architect. He continued stating that he loves the history of Wellfleet and its unique identity.

**Board Member Reinhart moved, Board Member Wilson seconded; and it was voted unanimously to approve Gordon Kahn to the Historical Commission. 5-0**

## DRAFT

*A full recording of the meeting is available on the town's website under board/committee recordings.*

- D. James McAuliffe – Commission on Disabilities, Personnel Board, Council on Aging, Historical Commission**  
McAuliffe stated he didn't list the board/committees in order of which he would like to be on more. He explained that he would like to serve on the boards that need his services the most. He stated an important board to him is Commission on Disabilities, which he feels he is most experienced in. His second Board that he would like to serve on is the Historical Commission. He gave some background information on his experience in this area. Wilson expressed the need for Board members on the Personnel Board. McAuliffe expressed his desire to be on the Disabilities Commission and the Personnel Board.  
**Board Member Wilson moved, Board Member Curley seconded; and it was voted unanimously to approve James McAuliffe to the Commission on Disabilities, The Personnel Board, and the Historical Commission for terms appropriate to those committees. 5-0**

### IV. Business

- A. License Agreement Eversource – Administrator Broadbent**  
Broadbent informed the Board that the transfer station solar panels have been installed for some time but have not been connected to the grid. The connection to begin supplying electricity is being held up in land court. She explained it was a clerical error made back in the 1950s. She stated that the lease with Eversource enables the project to move forward and get the engineering done and the poles up. The lease has been reviewed by the town's counsel. The easement required for a connection to the grid is still waiting for the court's decision.  
**Board Member Curley moved; Board Member Reinhart seconded; it was voted unanimously to approve the license agreement with Eversource as written. 5-0**
- B. Fuel Efficient Vehicle Policy – Curley**  
Curley said the policy dates from 2014 and had not been updated since then. He made changes to the policy to respond to changes in the marketplace with greater availability of vehicles that meet or surpass the initial guidance and presented it to the Board. He went into detail about having the town's police cars become hybrid electric and concerns that were raised about the cost, but some of the costs will be offset by reduced fuel usage. Wilson gave some feedback on the policy and discussed what some Department Heads' comments were about moving towards fuel-efficient vehicles and amended the policy to make it clearer. Reinhart stated that the federal government will be releasing funds for municipalities to purchase fuel-efficient vehicles. Chief Pauley stated some concerns that he has three vehicles that have four-wheel drive and doesn't believe electric vehicles are practical in this circumstance. They continued to discuss the issue and give opinions. Lilly-Ann Green also commented that the townsfolk sent a clear message on this issue at the 2020 annual town meeting.  
**Board Member Wilson moved as amended, Board Member Reinhart seconded; and it was voted unanimously to adopt the Selectboard's Fuel Efficient Vehicle Policy as amended with the sentence added whenever such**

## DRAFT

*A full recording of the meeting is available on the town's website under board/committee recordings.*

**vehicles become commercially available and practicable at the end of the first paragraph.**

**5-0**

- C. Special Town Election March 30, 2021, School Building project, and how Wellfleet will vote –Town Administrator /Clerk/School Building Members/Superintendent.

Broadbent gave a summary of what this entails and asked the school officials and the clerk to give more and detailed information on this subject. Chris Easley was introduced by Chair DeVasto and gave a lengthy statement about the building project vote and the extension that was given to them by the state regarding their funding. There was further discussion on the town election for voting for the school project and the funding. All towns that are included in the Nauset School Systems will have the election on the same day. Wilson questioned who would be paying for the election. Easley informed Wilson and the Board that the building committee for the school is responsible for all costs associated with the district-wide election. Town Clerk Jennifer Congel explained to the Board that this isn't just a special town election, but a district-wide election, and the town has to decide if they want on the ballot for that day how the Town of Wellfleet will pay for the new school. Easley explained that without a town meeting, they are guaranteed the money for the project. There was further discussion on this topic. The Town Moderator, Dan Silverman, was asked his opinion about this, and he stated the March 30 vote is only to approve the building project. A separate vote will be taken on how the town will fund the project. He believes this part of the vote can be on the town warrant for the town meeting. The Board continued to discuss this project and how the voting would take place, what would happen if Wellfleet voted against this and other towns voted for it. It was discussed that they wait to decide on a special town election or add the vote to the March 30 election.

**No action was taken**

- D. Town Meeting Date – Chair DeVasto/Dan Silverman

Chair DeVasto asked Moderator Dan Silverman to discuss his recommendation to the Board delaying setting the date of the Annual Town Meeting. Silverman continued discussing with the Board not knowing how quickly the vaccine will roll out on Cape Cod and would like to try to do an outdoor meeting. He suggested to the Board June 5, 2021, is the Saturday after Memorial Day, and he explained there is enough time to have a town election before the end of the fiscal year. He continued stating that the sooner the Board sets the date, the easier it will be to acquire the resources to have an outdoor meeting. The Board discussed this further, with many members stating a preference for an outdoor meeting and setting the date. Chief Hurley Brought up the triathlon that usually takes place that weekend but stated he hasn't received any paperwork for this event but wanted to make the Board aware.



## DRAFT

*A full recording of the meeting is available on the town's website under board/committee recordings.*

**Board Member Wilson Moved, Board Member Curley seconded; and it was voted unanimously to approve the town meeting date be June 5, 2021**

- E. Open Space Committee's Charge and Purview – Curley**  
Board Member Curley asked to postpone this discussion to a later meeting because the Open Space Committee Members would like to be a part of the discussion. The Board agreed, and it will be placed on the February 9 meeting.
- F. The Fleet Fund Update – Dan Silverman**  
Chair DeVasto asked Silverman to discuss this subject. Silverman introduced the members of the fleet fund that were on the call. Paula Erickson, who is the president of the Fleet Fund and explained how it works and what they do within the community. She stated they provide a flexible, confidential source of funding to the community. She gave the website for the Fleet Fund and explained how to go about requesting support. The Board members expressed their gratitude.  
**No Action was taken**
- G. Harbor Dredging Update, lobbyist proposal review and request to fund the proposal. – Joe Aberdale**  
Chair DeVasto asked Aberdale to inform the Board of what he is asking and went into detail with his request. Aberdale informed the Board that the Harbor Dredging Project in Wellfleet is the largest dredging project in Massachusetts. He continued advising the Board that the expense with this project is high, and the need for more funds is great. He explained that multiple federal agencies have to sign off on the permit, and one agency is objecting, The National Marine Fisheries Service. Their position is that it is not an active mooring field and that rather than it being maintenance dredging, it is improvement dredging as they have a 50 year rule and the last time area 2 was dredged was in 1957. The cost for the dredging project will be significantly higher if area 2 is considered improvement rather than maintenance. He explained that several years back, the committee used a lobbyist to aid permitting for the dredging project. He continued explaining that there are certain restrictions for this committee to communicate with outside sources. He stated the Army Core of Engineers will not allow the Dredging Committee to communicate with The National Marine Fisheries. He explained that the Board has before them the contract with the lobbyist that they have worked with for the past five years and have a good relationship. He gave some background of how this lobbyist has helped the town with advice and securing funds for dredging. Once he finished his presentation, the Board had some questions, and they discussed the proposal. Town Administrator Broadbent questioned the Board about funding as there is no line item regarding a lobbyist. The Board discussed funding and asked Broadbent to see if she could locate the money for this proposal.

## DRAFT

*A full recording of the meeting is available on the town's website under board/committee recordings.*

**Board Member Reinhart moved; Board Member Carlson seconded; it was voted unanimously to approve the request to fund the lobbyist to obtain funds for the harbor dredging project. 5-0**

- H. Selectboard Investigation update from the state – Chair DeVasto/ Curley  
Chair DeVasto explained to the Board that Board Member Curley received information from the Attorney General's Office that appointing more than one person to create a subcommittee and subcommittees are subject to OML. Any interviews or discussions of the body would be subject to OML, and that was not the intent of the Board while investigating the town finances and might prevent people from speaking candidly. Chair DeVasto will be the lead Board member on the investigation, and it is at his discretion on who else he can use to further the investigation. The Board discussed this further. Chief Pauley recommended that Chair DeVasto involve former department heads.  
**Board Member Carlson moved; Reinhart Board Member seconded, and it was voted to amend the appointment of both members and appoint Chair Michael DeVasto as the main contact person for the investigation. 4-1 Wilson was against**

### V. COVID-19 Updates and Recommendations

- A. Chair DeVasto commented that there is community spread of the virus and the new strain of the Covid Virus is now in Massachusetts, and he is asking residents to be vigilant. This is not going away, and please continue to be cautious. Lili-Ann Green updated the Board that the county website is updated regularly and is giving information on the vaccine rollout. Chief Pauley notified the Board that all first responders are being vaccinated now.

### VI. Selectboard Reports

- A. Board Member Wilson announced that there will be another Massachusetts Shellfish Initiative Meeting January 29.  
B. Board Member Wilson would also like Administrator Broadbent to reach out to DOT to have a meeting and find out the status of the bike trail project.

### VII. Town Administrator's Report

- A. Town Administrator Broadbent informed the Board that her report mainly deals with town fiscal matters. She stated she and Town Accountant Michaud are going through contracts, what is in the Vardar system, and issuing 1099's. In the past, about 20 1099s were issued, and about 80 have been issued this time around. She also informed the Board that they are working on payroll and making it an easier format, and reducing data entry. She informed the Board that they are trying to figure out what the capabilities and limitations of the Vadar system are and that currently, it lacks the expandability that many other municipalities use and might involve additional costs at some point in the future. The town received chapter 90 funds to replace the backhoe so it will no longer be a CIP request and received a grant for a generator at the public works building. She updated the Board on the new hiring that the town will be doing

## DRAFT

*A full recording of the meeting is available on the town's website under board/committee recordings.*

and that there will be a committee for it. A town contact was discussed for each town board or committee. Board Member Carlson complemented Broadbent for her hiring technique and stated how pleased she was to see there was a hiring committee.

### **VIII. Topics for Future Discussion**

- A. Eldridge reported that she is continuing to keep a running record of all the Selectboard members' topics so they are able to discuss and handle them
- B. Board member Wilson spoke again about a meeting with DOR

### **IX. Correspondence and Vacancy Reports**

- A. Cardiac Arrest Save Letter – Chief Pauley
- B. Letter of appreciation – Suzanne Thomas
- C. Email from Arthur Parker regarding transfer of land
- D. Letter from Robert Kennedy – regarding real estate taxes

### **X. Minutes**

- A. January 12, 2021

**Board Member Reinhart moved; Board Member Carlson Seconded, and it was voted to approve the meeting minutes from January 12, 2021 4-0-1 (Board Member Wilson abstained)**

### **XI. Adjournment**

- A. **Board Member Reinhart moved, Board Member Wilson seconded, and it was voted unanimously to adjourn the meeting. 5-0**

**The meeting adjourned at 9:45 PM**

#### ***Public Records:***

*Applications for Marine Advisory Board, Recycling Committee; Historical Commission, Personnel Board, Disabilities Committee*

*License Agreement for Eversource*

*Fuel Efficiency Vehicle policy*

*Cardiac Arrest Save Letter*

*Letter of Appreciation*

*Letter from Robert Kennedy*

*Email from Arthur Parker*

*Town Administrators Report*

*Meeting Minutes*

# DRAFT

*A full recording of this meeting is available on the towns website under Covid 19 meeting recordings during the pandemic*

**Wellfleet Selectboard  
Virtual Meeting ~ Zoom  
Tuesday February 9, 2021  
Meeting Minutes**

**Members Present:** Michael DeVasto, Chair; Janet Reinhart, Vice Chair, Helen Miranda – Wilson, Justina Carlson, Ryan Curley

**Others Present:** Town Administrator Maria Broadbent; Rebekah Eldridge, Committee Secretary; Michael Hurley, Police Chief; Rich Pauley, Fire Chief; Hillary Lemos, Health Agent; Tonya Felix, Food Truck Applicant; Will Sullivan, Assistant Harbormaster; Joe Aberdale; Wellfleet Marine Advisory Committee; Denny O’Connell, Community member; Suzanne Thomas, Beach Director; Thomas Siggia, Member of the Historical Committee & the Thrift Shop; Jennifer Congel, Town Clerk; Dan Silverman, Town Moderator; Gary Sorkin, Member of the Wellfleet Housing Authority, Bruce Hurter, Chair of the Open Space Committee; Gregor McGregor, Attorney for the town; Carole Ridley, Attorney for the town of Wellfleet; Jessica Wall, Attorney at Anderson and Wall, Boston; Nancy Civetta; Shellfish Constable; Dan Robbins, Engineer for the upgrade of the towns gas tanks.

**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.

- Chief Pauley passed on his condolences to the Murphy family at the loss of Bruce Murphy who once served on the police department in the 70’s.
- Board Member Wilson announced that February 15, 2021 the Bike and Walkways Committee will hold a community forum to give updates as to where they are in working with DCR regarding the building of the new bike path.
- There was an announcement that the selectboard did have a quorum at the Shellfish Advisory Board meeting and it they didn’t realize all members would be there. It was in public and document.

**II. COVID-19 Updates and Recommendations**

**A.** Health Agent Hillary Lemos Greenberg will give updated information that has been given to her by the state health officials

- Health Agent Lemos began by telling that she sent 3 messages out to the community. She explained that she is trying to get all the information that she has as it comes into her from the state and let residents know how this is working. She went on to explain that there were slots at Outer Cape Health Services; but they filled up very quickly. She stated there are very little vaccine shots for residents but is hopeful to get more information from the state. She expects to see more vaccine in the coming months and will keep the community updated.

# DRAFT

*A full recording of this meeting is available on the towns website under Covid 19 meeting recordings during the pandemic*

- She explained that there are appointments off cape giving Fenway Park and Gillette Stadium in Foxboro Ma. She gave Barnstable's website for people to go into the site and register. She is available for questions of concerns.
- Board Member Curley asked about the residents that have a hard time using computers and how those residents can get help. Lemos stated she just needs to be told that people need the help. She stated that the COA is a great outreach for residents that have difficulty using the computer. Lemos gave the current active cases in Wellfleet which was 5.

### III. Licenses

- A. Chair DeVasto, discussed the license and stated this seems like a great place to have a food truck. He is in full support.
- Board member Wilson asked the applicant if she was far enough away from Mac's Seafood in feet. She stated she was.
  - Board Member Reinhart asked the applicant what her season would be, she stated that she would like to begin in April as she feels there is a need for food town at the pier for the fishermen. Reinhart stated she was concerned about Parking at the pier and could cause congestion. She stated that she will be doing online ordering so that there is less congestion and explained that she conducted a traffic study and after the Harbormaster's office the traffic tends to phase out.
  - Board Member Carlson stated she is in full support and isn't concerned with the parking as the surrounding restaurants use the pier for parking.
  - The Board discussed the use of town property fees. They explained that the truck can't be parked in the lot overnight. They went on to discuss the rules and regulations that can be found on the town's website. Board Member Wilson asked Eldridge to send out the bylaws to the board members and the applicant.
  - Audience member Aberdale stated his concern with this food truck. He gave examples with parking and boaters. They discussed this with him at great length.
  - The Board asked Assistant Harbormaster Sullivan, about this going out to bid and has it in the past? He explained that yes originally this was put out to bid and there were no bids submitted so they didn't do it again. Thomas questioned if something like this should always go out to bid? Chair DeVasto stated that it was out to bid and then went to application. Thomas made a comment stating she would like consistency with use of town property.
  - **Board Member Reinhart moved; Board Member Curley seconded; and it was voted the food truck application be approved, beginning April 15, 2021 through November 14, 2021, 5-0.**

# DRAFT

*A full recording of this meeting is available on the towns website under Covid 19 meeting recordings during the pandemic*

## IV. Use of Town Property

- A. Food Truck to use the pier. The Board discussed the issue of the food truck being parked at the pier overnight per the town's bylaws. The Board discussed the truck being on town property and had no objections.
- **Board Member Wilson moved, Board Member Reinhart seconded; and it was voted to approve the use of the Wellfleet Pier for the food truck operated by Tonya Felix between the hours 10am and 6pm from April 15<sup>th</sup> to November 14<sup>th</sup> as submitted in her application. 5-0.**

## V. Board/Committee Appointments and Update

- A. Thomas Siggia Appearance of Conflict of Interest – Historical Committee
- Siggia explained to the board that he works with the thrift shop and is a member of the historical committee and the thrift shop needed new windows and wanted them to know that as a member of the historical he would be the last vote for the updated windows. He stated he has no financial gain in replacing of the windows.
  - **Board Member Wilson moved, Board Member Reinhart seconded; and it was voted to allow Thomas Siggia's participation as a member of the Historical Commission on an application to the Historical Commission from the Aim Thrift Shop and to accept his disclosure of an appearance of conflict of interest, his conflict is no so substantial to get in the way of his acting for the town. 5-0.**

## VI. Business

- A. Discussion on Selectboard meeting procedures – Chair DeVasto
- Chair DeVasto explained to the Board Members that he put this on the agenda and wanted to discuss meeting times and introducing more structure regarding their meetings. He suggested that each Board member have an opportunity to speak with a time limit of two minutes giving each member a voice but not so much negotiation that the meeting goes longer than needed. He referenced Robert's Rules of Order. He stated his goal is to have the meetings not run over four hours.
  - The Board discussed this further, giving their opinions and ideas how to help the meetings move along quicker.
  - **The Board voted to approve Chair DeVasto's idea to move the meetings along faster. 4-1 (Wilson voted no)**
- B. Wellfleet to have a special town election to put the borrowing question out to voters on the same date (March 30, 2021) as the district wide vote or vote on borrowing at the annual town election

# DRAFT

*A full recording of this meeting is available on the towns website under Covid 19 meeting recordings during the pandemic*

- Clerk Congel, spoke and explained to the Board that the March 30<sup>th</sup> vote was voted and passed and will go forward but tonight she is asking the board to make a decision if Wellfleet will have a special election on the same date or move it to Town Meeting. She explained the district wide vote can take place at the town meeting or on the district wide vote.
  - The question before the board is whether they want the debt exclusion vote to happen on the March 30<sup>th</sup> vote or the floor of Town meeting in June. Chair DeVasto stated that knowing it doesn't have to go to the floor of town meeting he would be in favor of having that vote on the same day. Congel explained that there would be two separate ballots one for the school project itself and the other ballot is the debt exclusion ballot.
  - Board Member Wilson asked about the voting taking place in two separate places, Congel explained that it isn't possible to do the votes in two spaces, but the voting will be two separate ballots and separated when the voting takes place.
  - Dan Silverman the town moderator, stated he feels having the elections on the same day would be much less confusing for town residents. Silverman explained to the Board that they will need to do a special Warrant, Congel stated she had the warrant ready and would have it in the selectboard office for their signatures.
  - **Board Member Reinhart moved, Board Member Carlson seconded; and it was voted for Wellfleet to have a special town election to put the borrowing question out to the voters on the same date as the district wide vote on March 30, 2021. 5-0**
- C. Insert from DPW for Spring Tax Bill Notice of Re-Inspections of Private Paved Roads for Winter of 2021 – 2022
- Chair DeVasto asked if there were any members from the DPW to explain the insert. There were no employees from the DPW to explain the insert. The board discussed the inserts.
  - **Board Member Reinhart moved, Board Member Curley seconded; and it was voted to approve the insert from the DPW regarding re-inspections of private roads for winter of 2021-2022. 5-0.**
- D. Insert from Housing Authority for Spring Tax Bill Notice Re-Wellfleet Housing Angels
- **Board Member Reinhart moved, Board Member Wilson seconded; and it was voted to approve the Wellfleet Housing Authority's spring tax insert regarding the Wellfleet Housing Angels. 5-0.**
- E. Discussion of the Open Space Committee's charge and purview – Board Member Curley
- Board Member Curley went into an explanation that he has compared Wellfleet's practices regarding Open Space Committee, with surrounding towns including Brewster, Eastham, Orleans, Truro, &

# DRAFT

*A full recording of this meeting is available on the towns website under Covid 19 meeting recordings during the pandemic*

Provincetown. He stated that Wellfleet is the only town that regularly transfers town owned land into the care and custody of Conservation Commission. He stated that Truro asked their Conservation Trust to maintain the stewardship over six parcels in 2013 but the parcels are still owned and controlled by the town and their selectboard. Brewster has only transferred land to the state which were adjacent to Nickerson State Park.

- He continued that the way the Open Space Committee's charge is to recommend property for purchase and act as a break if the selectboard tries to sell many properties without review, and to maintain properties for recreation. He stated he hasn't seen any properties be recommended for purchase and his question to the Board if they should continue to allow properties to be recommended to be transferred to the care and custody of the Open Space Committee.
- Bruce Hurter stated that he would like for the board to look at the town's policies. He read the policy word for word to the Board Members. He stated in the town's policies a committee can ask the selectboard if they can move these properties, and there are several of them that they would love to see them given. Chair DeVasto questioned the need for the properties to be given to the Conservation Commission?
- The Board continued to discuss this with Hurter and other residents at great length. Going over rules and regulations from the town's charter and bylaws for the Conservation Commission. Chair DeVasto stated that the charge doesn't eliminate their ability to request this.
- **No Action Was Taken**

## F. Herring River Restoration Project; the signing of the contract with Chequessett Yacht and Country Club – Town Administrator Broadbent

- McGregor began stating that he was pleased that there has been a clean form from the Yacht Club officials signed and agreed upon. He went on to explain that this has been a ten year project to enlist the assistance and coordination and cooperation of the club to enhance the restoration project including economic value, tourism value, real estate value and useful and enjoyment of private and public property especially the free flowing river. This will enhance the eco system.
- The Board expressed their gratitude that this has finally come to an agreement and it is a mutually beneficial Agreement.
- There were some financial questions brought to the Board by McGregor; Chair DeVasto asked McGregor if he would like to discuss now or how they would go about voting. Wilson was concerned that the financials issues were not brought to the Board before the meeting. Ridley stated she wasn't aware of the conditions.



# DRAFT

*A full recording of this meeting is available on the towns website under Covid 19 meeting recordings during the pandemic*

- The Board continued discussion with the attorneys that were in attendance. Regarding the financial issues that were stated and grant funding.
  - **Board Member Reinhart moved, Board Member Carlson seconded; and it was voted to approve the signing of the Contract between the Town of Wellfleet and the Chequessett Yacht and Country Club. 5-0**
- G. Change the number of members of the Commission of Disabilities to five – Board Member Curley
- Board Member Reinhart stated that there is always a hard time to get people to be on this committee and moving to five members would need at least three members to be in attendance at all times.
  - Board Member Curley explained that is the number is reduced to five the commission will be able to meet, although not the ten times required but they will be able to meet.
  - **Board Member Reinhart moved, Curley seconded; and it was voted to approve the number of members on the Commission of Disabilities to five. 5-0**
- H. Article for Annual Town Meeting – Open Space Committee
- Hurter presented to the Board the article that they are looking to put in front of town meeting. Board Member Curley shared the screen of the maps showing the properties that they are looking to have the town give to the Conservation Commission. Hurter went on with his presentation on sea level rise with the parcels they are looking to have. He discussed marsh migration, sea dunes and conservation land.
  - The board discussed this at great length, discussing the land and the protection that it gives. Also discussing the need to approve the transfer. Issues were brought up about some of the land may be able to be built on and if it is transferred to the custody of the Conservation Commission the Commission can put regulations on the property that will effect many residents. Civetta commented that there is a lot of fishing there and at this time there is no vehicle access for shell fishing. She stated she would like to hear from the Conservation Commission. The discussion continued with the Board, Civetta, and residents. Chair DeVasto stated he wasn't in favor because the land is protected by the Wetland Protection Act.
  - **Board Member Reinhart moved, Board Member Wilson seconded; and it was voted to have this article put on the town meeting Warrant. 4-1. (Board Member Carlson was against)**
- I. Wellfleet Fuel System Slide Show Presentation – Daniel Robbins (project manager)
- Robbins began his presentation on the new tanks for the town of Wellfleet. He discussed the above and underground storage tanks. He gave advantages and disadvantages of having both the underground and

# DRAFT

*A full recording of this meeting is available on the towns website under Covid 19 meeting recordings during the pandemic*

- above ground tanks. He explained having the tanks underground protects the tanks regarding weather and flooding. Above ground tanks he explained the weather would be an issue and loss of fuel the town would know that the fuel was lost. He explained also lightning strikes could happen the above ground tanks.
- He explained that the fuel is currently located underground and is routed down onto the floating dock where it is then dispensed. With the new tanks he explained the fuel will be up on the pier and the pumps at the docks.
  - He presented to the board a slide show of pictures showing possible places for the tanks to go at the pier. Along with a slide show of pictures Robbins showed the Board maps and how the pier would look once the tanks are installed. His presentation was very detailed and informative to the public on how these tanks will work.
  - The board had some questions for Robbins, and they discussed the cost difference from above ground to below ground. There was no cost difference as the majority of the cost is the removal of the existing tanks. Safety issues were addressed and discussed. Having the tanks underground Robbins explained that it would be safer to pedestrians and tampering with.
  - There were questions on the tanks being an eyesore above the ground. Robbins explained that yes, the tanks are an eyesore. He also stated that the tanks would have to be secured based on the flood zone that they are in whether the tanks are above or below ground.
  - Board Member Wilson asked what the appropriation was at town meeting, the amount was \$500,000. Board Member Wilson went on to express why she felt above ground tanks were better for the town. Giving examples of leaks would be easier to find out about and then clean up. She stated she feels there is plenty of buildings surrounding the tank and it is somewhat sheltered.
  - It was discussed about when the project would begin? Robbins stated that as soon as the state fire marshal gave the go ahead it would happen rather quickly. Board Member Curley asked if there would be interruption in services? Robbins stated it would be about a month or less with service not being available.
  - Chair DeVasto recognized Joe Aberdale who had some questions for the Board and concerns stating maybe the size tank they are looking at might not be adequate for the needs of the town. They discussed this at great length and then asked Chief Pauley his thoughts or concerns regarding this. Chief Pauley stated that none of the fire department vehicles use the tanks to fill up at the pier. He went on to give his opinion on having an underground tank. He believes with respect to underground tank technology has come very far in the last 40 years. His main concern was

# DRAFT

*A full recording of this meeting is available on the towns website under Covid 19 meeting recordings during the pandemic*

dispensing the gas. He gave examples of explosions that mainly happen at the dispensing and the fact that the tank will be between three wooden buildings. He also discussed the traffic pattern with Mac's at the pier and the beach sticker office. He is not in favor of the location and would just ask the board to consider all the options.

- Board Member Reinhart asked if Will Sullivan had any concerns or a preference as to where the tanks should be located. He stated to the Board that his main concern is getting the old tanks out and the new tanks in.
- The board went on discussing the options of having the tank above ground and below ground. If there is a spill which would be easier to clean up.
- **Chair DeVasto moved, Board Member Reinhart seconded; and it was voted to approve the fuel tank system to be below ground at its current location. 5-0**

## **VII. Selectboard Reports**

- Board Member Reinhart stated that the coming Friday the Cape Cod Selectmen's Council Association will have their regular meeting, there will be speakers that come on and the cape's representatives will be at the meeting. Reinhart will bring up the transfer tax and get information to bring it back to the Board.
- Chair DeVasto explained that he attended the Shellfish Advisory Meeting as a resident and not a board member.

## **VIII. Town Administrator's Report**

- Town Administrator Broadbent gave an update on the town finances and the activities at town hall.
- Board Member Wilson discussed the ability to have a round table meeting with the bike and walkways committee and the state. Broadbent explained that when she contacted the state, they weren't willing to do a forum. She continued to express how she will still continue to work with the bike and walkways committee.

## **IX. Topics for Future Discussion**

- Discussion on having Transfer Tax when transferring town property - Reinhart
- Discussion on allowing the use town property moving forward - DeVasto
- Discussion on increasing fees for the town maybe increasing them as the town is well used. – Reinhart
- Discussion on Omaha Road issues – Curley
- Maria's six-month performance review – Curley
- Discussion on a follow up meeting about transfer of land to the Conservation Commission – Wilson

# DRAFT

*A full recording of this meeting is available on the towns website under Covid 19 meeting recordings during the pandemic*

- Discussion of the short-term rental tax allocation to housing issues – Chair DeVasto
- X. **Correspondence and Vacancy Reports**
  - A. Email from Jude Ahern regarding Carolyn Murry from KP Law
- XI. **Minutes**

January 26, 2021

  - Board Member Curley had some concerns with the minutes and would like to approve them as draft.
  - **Wilson moved, Reinhart seconded; and the motion failed to approve these minutes of January 26, 2021 as draft minutes. 3-2-1 (Carlson abstained, Curley no, DeVasto no)**
- XII. **Adjournment**
  - **Board Member Reinhart moved, Board Member Wilson seconded; and it was voted to adjourn. 5-0**
  - **The meeting adjourned 10:25pm**



# SELECTBOARD

AGENDA ACTION REQUEST  
Meeting Date: January 12, 2021

XI

## ADJOURNMENT

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