



Wellfleet Selectboard

Note: Start Time of 6pm

The Wellfleet Selectboard will hold a public meeting on **Tuesday, February 9, 2021, at 6:00 p.m.** This meeting will be held via **Zoom Video Conference** in accordance with the temporary suspension and enhancement of the Open Meeting Law requirements by Governor Baker. Instructions for a Zoom video conference meeting which also allows phone dial-in are given below:

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

I. Announcements, Open Session and Public Comments

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

- II. 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
- III. Licenses**
 - A. Food Truck permit for Harbor
- IV. Use of Town Property**
 - A. Food Truck at the Harbor
- V. Board/Committee Appointments and Updates**
 - A. Thomas Siggia Disclosure of Conflict of Interest – Historical Committee
- VI. Business**
 - A. Discussion on Selectboard meeting procedures – Chair DeVasto
 - 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
 - C. Insert from DPW for Spring Tax Bill Notice of Re-Inspections of Private Paved Roads for Winter of 2021 – 2022
 - D. Insert from Housing Authority for Spring Tax Bill Notice Re-Wellfleet Housing Angels
 - E. Discussion of the Open Space Committee’s charge and purview – Board Member Curley
 - F. Herring River Restoration Project; the signing of the contract with Chequessett Yacht and Country Club – Town Administrator Broadbent
 - G. Change the number of members of the Commission of Disabilities to five – Board Member Curley
 - H. Article for Annual Town Meeting – Open Space Committee
 - I. Wellfleet Fuel System Slide Show Presentation – Daniel Robbins (project manager)
- VII. Selectboard Reports**
- VIII. Town Administrator’s Report**
- IX. Topics for Future Discussion**
- X. Correspondence and Vacancy Reports**
 - A. Email from Jude Ahern regarding Carolyn Murry from KP Law
- XI. Minutes**
 - January 26, 2021
- XII. Adjournment**



SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: February 9, 2021

II

COVID-19 UPDATES AND RECOMMENDATIONS

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



SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: February 9, 2021

III

LICENSES - A

REQUESTED BY:	Principal Town Clerk
DESIRED ACTION:	Food Truck License Application
PROPOSED MOTION:	I move to approve the Food Truck Application for 349 Cafe
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____

Town of Wellfleet
300 Main Street
Wellfleet, MA 02667

2018
2021

FOOD TRUCK LICENSE APPLICATION

Fee 150.00
BOH Fee 100.00
Processing Fee 50.00
TOTAL \$300.00

Business Name/Map/Lot 349 Cafe
Mailing Address 55 Old Bay Rd
Town/State/Zip wellfleet, ma. 02667
Business Street Address 55 Old Bay Rd Wellfleet, Ma 02667
Business Telephone No. 508-349-6228 Cell 508-958-5227 Federal ID Number 010529898
Manager Tonya M. Felix E-Mail Address tonyafelix@comcast.net

LICENSE TYPE:	Annual	▶ Seasonal
General	Class II	Retail Food
Charter Boat	Class IV	▶ Food Service
▶ Common Victualler	Automatic Amusement	Residential Kitchen
Sunday Entertainment	Taxi	Catering
Weekday Entertainment	Driver	CMT
▶ Food Truck	Trash Hauler	Bed & Breakfast

If applicant is an individual or partnership, please answer below:

a. Telephone _____
b. Name _____
c. Mailing Address _____

If applicant is a corporation or trust, please answer below:
List the titles of all officers and manager:

Title	Full Name	Home Address
_____	_____	_____
_____	_____	_____

Corporate or Trust Name _____
Corporate Mailing Address _____
Corporate Telephone _____

HEALTH DEPARTMENT
TOWN OF WELFLEET
DEC 31 2020
RECEIVED BY: *[Signature]*

PROVIDE THE FOLLOWING INFORMATION WITH RESPECT TO EACH LOCATION:

What will be the hours of operation? 10am to 6pm

Time(s) of Peak Customer Activity: 11am to 3pm

Est. Number of Customers at Peak Time(s): 40 - 50

Est. Number of Employees at Peak Time(s): 2

Water self contained on boat
electrical hook up on Pier
(for lights and 1 Fridge,
all cooking is Propane)

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

Trash can and recycling receptacles, clearly marked to be removed

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

Location(s) Town Pier, next to band stand

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

[Signature]
*Signature of Individual or Signature of Corporate Officer w/Title (Mandatory)

Corporate Name (Mandatory if Applicable)

010 52 9898
Federal Identification No.

Dec. 31st 2020
Date of Application

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

FOR OFFICE USE ONLY BELOW THIS LINE

Police [Signature] Date 1-19-21 Comment OK

Fire [Signature] Date 1/18/21 Comment OK, needs inspection upon arrival

Tax _____ Date _____ Comment _____

Building [Signature] Date 1-19-21 Comment _____

Health [Signature] Date 1/13/21 Comment OK, NEEDS INSPECTION UPON ARRIVAL

[Signature]
Harbor master

Received _____ By (initials) _____ Fee Received _____ Insurance _____ Date Issued _____

BOH #

CV #

FT #

Commonwealth of Massachusetts

Division of Standards

Hawker / Peddler

For current status visit www.mass.gov/fs/standards

**TONYA FELIX
55 OLD BAY ROAD
WELLFLEET MA 02667**

2021

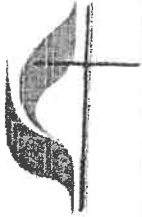
License No: HP0100245

Date of Issue: December 30, 2020

Date of Expiration: December 30, 2021


James P. Cassidy Jr., Director Division of Standards

This license is not transferable



Wellfleet United Methodist Church

246 Main Street, Wellfleet, MA 02667
(508) 349-7217 – info@wellfleetumc.org
Wellfleetumc.org – facebook.com/Wellfleet.UMC

Pastor, Sieglinde Rogers

Building Use Agreement

Contract Individual/Organization

Responsible Person: Tonya Felix O.B.A. 349 cafe
Address: 55 Old Bay Rd City: Wellfleet State: Ma
Zip: 02667 ^{Work} Home Phone: 508-349-6226 Cell Phone: 508-958-5227
Email: tonyafelix@Comcast.net

If renting space on behalf of an Organization, please provide the following information:

Organization's Name: _____
Address: _____ City: _____ State: _____
Zip Code: _____ Contact Person: _____ Phone: _____

Number of People Attending: 2
Number of Adult Supervisors (if applicable): 2

What rooms or areas of the facilities are to be used? Check all that apply.

/Sanctuary /Pierce Vestry (church hall) /Lower Hall (basement)
 /Memorial Hall (classrooms area) /Parking Lot /Other: _____
 /Kitchen (church hall) /Kitchen (basement)

Please indicate activities planned during use: _____

Storage of some staples for food truck

Prep for soup of stew on a limited basis

Is the planned event for:

/Profit /Non-Profit /Community-oriented /Family event

Days: M T W TH F S Time: starts: _____ ends: _____

Start Date: May 1st End Date: Nov 1st

Number of hours the area(s) will be in use (including set-up and clean up): _____

Do you need sound system:

/YES /NO /We'll bring our own equipment

Church's contact person: Rich Murphy

Phone: 508-246-3812 Email: RKMURPHY53@gmail.com
home 508-349-6671

INDEMNIFY/HOLD HARMLESS CLAUSE:

The contracting individual or organization agrees to indemnify and to hold Wellfleet United Methodist Church harmless from and against any damages, claims or demands arising out of or related to the use of church premises by any persons on the premises because of or related to the scheduled activity, regardless of possible hazards that an old facility as that of the Wellfleet United Methodist Church might present, and agrees to indemnify Wellfleet United Methodist Church for all expenses, including attorney fees, arising out of any claims.

CONTRACTING INDIVIDUAL/ORGANIZATION:

Agrees to closely supervise all activities on the premises, protect the property of Wellfleet United Methodist Church and observe the following rules:

- Our facilities are smoke free.
- No alcoholic beverages will be possessed, served, or consumed on the premises.
- Contracting individual(s) agree to pay for all damage (if any) and for cleaning expenses (if it is needed).
- Contracting individual(s) are responsible for taking the trash to the transfer station.
- Children must be supervised at all times for their own protection.
- This form must be completed, signed by contracting individual(s) or organization(s) and a church representative, and 30% deposit paid before the event is scheduled.
- Balance of fees due prior to event.
- Inappropriate behavior or use of the facilities in another way than determined in the agreement will be cause for immediate termination of this Building Use Agreement.
- Wellfleet United Methodist Church reserves the right to cancel any future scheduled use for any reason, and without cause.
- All ongoing long-term agreements expire annually on June 30. Building use after expiration requires a new agreement or an extension of the one in place.

WELLFLEET UNITED METHODIST CHURCH STRONGLY RECOMMENDS
THE CONTRACTING INDIVIDUAL/ORGANIZATION TO ACQUIRE INSURANCE
COVERAGE FOR THE PLANNED EVENT.

\$ 400. per month

Agreed Total Fees: \$ July+August as approved by: Board of Trustees
Amount of Deposit Received: \$ _____ Date Received: _____
Received By: _____ Check #: _____
Balance Due (prior to event): \$ _____

ADDITIONAL NOTES: * May & June - September & October rent
will be negotiated.

- * Some freezer storage will be utilized.
- * Dry storage is Requested. * minimal cooking expected.

I have received, reviewed, and agreed to be bound by the terms and conditions of
Wellfleet United Methodist Church's Building Use Agreement.

Signature: [Signature] Date: Dec. 12, 2020
CONTRACTING INDIVIDUAL/for ORGANIZATION: _____

Signature: [Signature] Date: Dec. 14, 2020
WELLFLEET UNITED METHODIST CHURCH REPRESENTATIVE

Hillary Lemos

From: Tonya Felix <tfelixwellfleet@gmail.com>
Sent: Tuesday, January 12, 2021 9:44 AM
To: Hillary Lemos
Cc: Douglas Guey-Lee
Subject: RE: Food truck
Attachments: food truck design.docx

Hi, no I did not get that email, sorry. But, I will answer them now) Attached is the design. The truck is being built as we speak and will be available for inspection of course before I open for operations. I am hoping to have it delivered by the first week in April. I guarantee it will meet all city and state code requirements) My intention is to open early and stay open late in the season to provide a delicious option for our local and increased population on the shoulder and in season months. Outdoor dining is going to remain a popular option for the foreseeable future.
Tonya

Where is the wastewater dumped? Do they have a contract to have it taken, or dumped at a campground?

I actually have a few options for this.

There is a grey water pump out at the marina. I have already spoken to harbormaster about using it, I am just awaiting the final information on that.

Grey water disposal can be done at, Maurice's Campground and several others on the lower cape. This is a pay as you go service no contract necessary.

Thirdly the most common place used for grey water disposal at the end of a shift is the commissary kitchen .Which is most likely my best and most convenient option.

You did not ask, but *cooking oil* will be pumped and recycled by on a regular schedule by *Baker's Commodities* .

Can we see the menu?

The menu is not finalized as yet , however I can tell you some items that will be on it ..

Breakfast:

Coffee, Waffle Doughnuts, breakfast bowls and sandwiches daily specials like a breakfast wrap. Including vegetarian options

Lunch:

Hot and cold sandwiches, Gourmet grilled cheese and Paninis, Ever had an apple and gouda grilled cheese? Or a panini with grilled chicken breast petso mayo , spinach and sun dried tomato?

Soup , Gumbo and Stews in the colder months. Gazpacho and cold cucumber soup in summer.

Daily Theme specials , Like Taco Tuesday, and Authentic Asian on Fridays

Of course there will be staples like Hamburgers, hot dogs , tater tot poutine and onion rings.

I however do not plan on any fried or raw seafood. I think we have that covered elsewhere!

Below is a list of equipment that will be on the truck.

ITEMS

New 2021 7X16TA 2 - 3x4' concession doors with glass and screens

White Concession Air Conditioned

Trailer

Commercial Rubber Flooring
Aluminum Interior Walls
SS Wall Behind Cooking Equipment
8ft Grease Hood with fire suppression and up-blast exhaust
24"
Griddle
24" Char griller
40 LB fryer
Panini Press
Two burner induction cook top
48" Stainless Steel prep tables
SS microwave shelf
4 - Stainless Steel counters 2 inside and 2 outside
3 Compartment sink
Hand wash sink
Hot water heater
40 Gallon Fresh Water tank
45 Gallon Grey Water tank
100 LB propane tank
50 Amp electrical service
2 - 3' ventilated shelves
outside electric and water hookups.
48" sandwich prep table
LAVELLA 9.0-cu ft Merchandiser Refrigerator Glass door
5.0 cf Chest Freezer
Fire Extinguisher

From: [Hillary Lemos](#)

Sent: Tuesday, January 12, 2021 8:45 AM

To: [tfelixwellfleet](#)

Subject: RE: Food truck

Hi Tonya:

I had sent some questions to Doug to forward to you. Did you get those?

Here they are below!

From: Hillary Lemos

Sent: Friday, January 8, 2021 11:32 AM

To: Douglas Guey-Lee <Douglas.Guey-Lee@wellfleet-ma.gov>

Subject: RE: 349 Cafe, Food truck application

A few questions and needs to convey:

Where is the wastewater dumped? Do they have a contract to have it taken, or dumped at a campground?

Can we see the menu?

We need a drawing of the food truck. And an inspection!

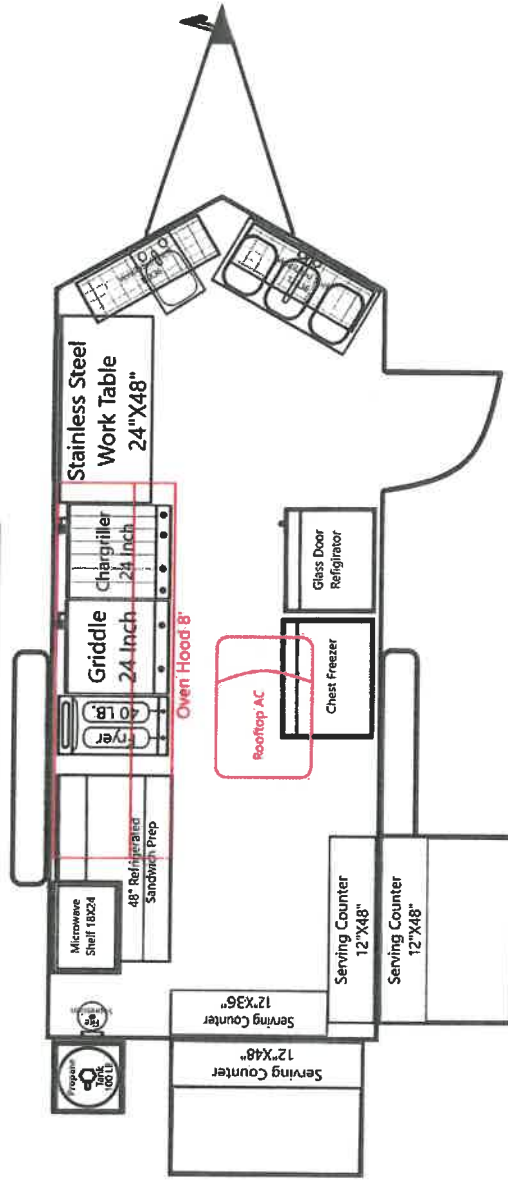
From: tfelixwellfleet <tfelixwellfleet@gmail.com>
Sent: Monday, January 11, 2021 1:24 PM
To: Hillary Lemos <Hillary.Lemos@wellfleet-ma.gov>
Subject: Food truck

Good afternoon , I just wanted to touch base about the application I submitted last week. I also want to make sure that you had all the information that you needed from me at this time.

Thank you,
Tonya Felix

Sent from my Sprint Samsung Galaxy S8.

7X16 Trailer



ITEMS

**New 2021
7X16TA White
Concession
Trailer**

2 - 3x4' concession doors with glass
Air Conditioned
Commercial Rubber Flooring
Aluminum Interior Walls
SS Wall Behind Cooking Equipment
8ft Grease Hood with fire suppression and up-blast
exhaust
24" Griddle
24" Char griller
40 LB fryer
48" Stainless Steel prep tables
SS microwave shelf
4 - Stainless Steel counters 2 inside and 2 outside
3 Compartment sink
Hand wash sink
Hot water heater
40 Gallon Fresh Water tank
100 LB propane tank
50 Amp electrical service
2 - 3' ventilated shelves
outside electric and water hookups.
48" sandwich prep table
LAVELLA 9.0-cu ft Merchandiser Refrigerator Glass door
5.0 cf Chest Freezer



SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: February 9, 2021

IV

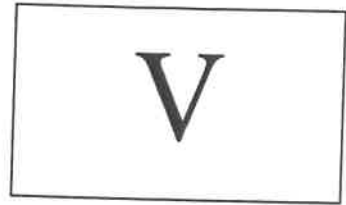
Use of Town Property

REQUESTED BY:	Tonya Felix
DESIRED ACTION:	Have the food truck parked at the pier next to the band stand
PROPOSED MOTION:	I move to approve the use of the Wellfleet pier by the bandstand for the food truck operated by Tonya Felix between the hours of 10am and 6pm
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s): _____
VOTED:	Yea _____ Nay _____ Abstain _____




SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: February 9, 2021



Board/Committee Appointments and Updates

REQUESTED BY:	Thomas Siggia – Historical Commission
DESIRED ACTION:	Disclosure of Conflict of Interest
PROPOSED MOTION:	I move to approve Thomas Siggia’s disclosure and find no conflict of interest.
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____

Optional: Additional facts – e.g., why there is a low risk of undue favoritism or improper influence.	I have no financial or familial interest in the property in question.
If you cannot confirm this statement, you should recuse yourself.	WRITE AN X TO CONFIRM THE STATEMENT BELOW. <input checked="" type="checkbox"/> Taking into account the facts that I have disclosed above, I feel that I can perform my official duties objectively and fairly.
Employee signature:	Thomas J Siggia 
Date:	02/02/2021

Attach additional pages if necessary.

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

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

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

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

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

Form revised July, 2012

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

PUBLIC EMPLOYEE INFORMATION	
Name of public employee:	Thomas Siggia
Title or Position:	Treasurer (volunteer / unpaid)
Agency/Department:	Wellfleet Historical Commission
Agency address:	300 Main Street Wellfleet, MA 02667
Office Phone:	508 349 0300 (T. Siggia mobil 518-935-3093)
Office E-mail:	wellfleethistoricalcommission@gmail.com
	<p>In my capacity as a state, county or municipal employee, I am expected to take certain actions in the performance of my official duties. Under the circumstances, a reasonable person could conclude that a person or organization could unduly enjoy my favor or improperly influence me when I perform my official duties, or that I am likely to act or fail to act as a result of kinship, rank, position or undue influence of a party or person.</p> <p>I am filing this disclosure to disclose the facts about this relationship or affiliation and to dispel the appearance of a conflict of interest.</p>
APPEARANCE OF FAVORITISM OR INFLUENCE	
Describe the issue that is coming before you for action or decision.	Review of AIM Thrift Shop window replacement proposal, 305 Main Street, Wellfleet, MA 02667 – a historic structure within the Wellfleet Center Historic District.
What responsibility do you have for taking action or making a decision?	I serve on the Historical Commission. As co-Chair, I participate in the public meeting/review. I do vote on topics.
Explain your relationship or affiliation to the person or organization.	I serve on the AIM Thrift Shop Board of Directors. Presently, I am the Vice President.
How do your official actions or decision matter to the person or organization?	I would participate in the public meeting / review and having voting authority.



SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: February 9, 2021

VI

Business - A

REQUESTED BY:	Chair DeVasto
DESIRED ACTION:	Discussion on Selectboard meeting procedures
PROPOSED MOTION:	TBD
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____

Staff Report
Resolution 22-2019
Commencing Verizon Franchise Renewal Negotiations

MEETING DATES: December 11, 2019 Town Meeting
FROM: Kerstin Harper, Town Clerk
RECOMMENDATIONS: Staff recommends approval

SUMMARY: The proposed resolution approves initiating franchise renewal negotiations with Verizon Maryland, LLC through the Prince George's County Intergovernmental Network Community Coordinating Committee (PGINCCC otherwise known as I-NET).

BACKGROUND: The Town entered into a franchise agreement with Verizon Maryland, LLC in February 2007. The agreement is up for renewal in February 2022.

Verizon notified the Town of its intent to initiate formal franchise renewal negotiations in a letter dated July 3, 2019. The Town must respond within 6 months of receipt of the notice of intent, i.e. January 3, 2020, whether it will enter into negotiations with Verizon.

Berwyn Heights is a member of the Prince George's County Intergovernmental Network Community Coordinating Committee, or I-NET. I-NET is a coalition of Prince George's County and its municipalities that provides a common framework for government, education and public safety institutions to share information and data via a secure scalable fiber-optic network.

I-NET negotiated the original 2007 Verizon franchise agreement as well as two Comcast franchise agreements on behalf of its members. I-NET will retain legal counsel to conduct the negotiations, paid for with a portion of I-NET membership fees.

OUTREACH:

No public outreach is required.

FISCAL IMPACT:

In FY 2020, Berwyn Heights' share of I-Net legal expenses for the ongoing Comcast franchise negotiations was budgeted at \$412.00. Berwyn Heights can expect to be billed a similar amount for Verizon franchise negotiations.

ENVIRONMENTAL IMPACT:

LEGAL/LIABILITY CONCERNS:

[Type here]

Staff Report
Ordinance No. 177-9

AN ORDINANCE TO AMEND THE FISCAL YEAR 2019/2020 BUDGET,
A BUDGET TRANSFER TO FUND THE ADDITIONAL AND UNFORSEEN REPAIRS TO THE
TOWN CENTER BUILDING.

MEETING DATES: February 24, 2020 Work Session- for discussion
March 11, 2020 - for introduction
April 8, 2020 - public hearing and adoption

PREPARED BY: Yvonne Odoi, Assistant to Town Manager

RECOMMENDATIONS: Staff recommends approval

SUMMARY: The proposed ordinance is to amend the FY20 budget and approve a transfer of funds from Code Compliance salaries account to the Town Center Repairs and Maintenance account to fund FY20 additional maintenance to the Town Center Building.

BACKGROUND:

In its Fiscal Year 2020 General Fund Budget, the Town Council approved a budget amount of \$15,030.00 for the maintenance and repair of the Town Center Building. This line item covers pest control quarterly services; fire alarm monitoring, repairs, maintenance, and annual inspection; fire extinguisher maintenance and inspections; elevator repairs, maintenance, testing and annual inspection; heating and air conditioning repairs and maintenance; and all other general maintenance for the entire building. In this fiscal year, there have been several unforeseen expenses that have caused this budget line to be overdrawn, the first being \$5,800 of repairs to the heating and air condition system. The second is was \$5,400 to repair the Senior Center handicap accessible front door. These two major repairs were not calculated as part of the anticipated budget and have caused a budget shortfall.

The following is anticipated maintenance expense for the remainder of the fiscal year.

Current budget overage -	\$2,330
Generator quarterly maintenance -	\$1016
Otis Elevator quarterly maintenance -	\$1,000
Kemco Alarm monitoring -	\$130
Cleaning Equipment (mops and brooms) -	\$750
Painting Project (Senior Lounge and hall) -	\$3,750
BH Day Prep (Kitchen, & floor stripping) -	\$1,640
Grease Inceptor servicing	\$650
Hood and duct system servicing	<u>\$750</u>
Total	\$12,016

This ordinance would allow the \$11,000.00 transfer from the Code salaries account to continue business as budget.

OUTREACH:

No public outreach is required.

FISCAL IMPACT:

Amend the approved FY20 General Fund Budget to appropriate the \$11,000 to be transferred. This FY20 General Fund Budget amendment transfers and appropriates \$11,000 from Code Salaries 525.220.001 to Town Center Repair and Maintenance 510.190.010. It should be noted that this line item was increase from \$11,000 to \$15,000 in the FY20 budget.



SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: February 9, 2021

VI

Business – B

REQUESTED BY:	Town Clerk
DESIRED ACTION:	Discussion on will Wellfleet have a special town election to put the borrowing question out to voters on the same date as the district wide vote (3/30/2021) or vote on the borrowing at the Annual Town Meeting
PROPOSED MOTION:	TBD
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____

Nauset Regional School District
Suggested Debt Exclusion Question for the Member Towns

Shall the Town of Wellfleet be allowed to exempt from the provisions of proposition two and one-half, so-called, the amounts required to pay its allocable share of the bonds issued by the Nauset Regional School District to pay costs of renovating and adding to Nauset Regional High School, located at 100 Cable Road, North Eastham, Massachusetts, including the payment of all costs incidental or related thereto?



OFFICIAL BALLOT
DISTRICT ELECTION
NAUSET REGIONAL SCHOOL DISTRICT
March 30, 2021

QUESTION

Do you approve of the vote of the Regional District School Committee of the Nauset Regional School District adopted on January 28, 2021, to authorize the borrowing of \$131,825,665 to pay costs of renovating and adding to Nauset Regional High School, located at 100 Cable Road, North Eastham, Massachusetts, including the payment of all costs incidental or related thereto, which vote provides, in relevant part, as follows:

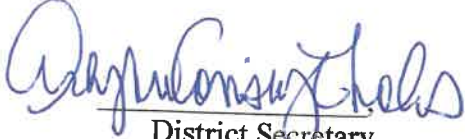
“VOTED: That the Nauset Regional School District (the “District”) hereby appropriates the amount of One Hundred Thirty-One Million Eight Hundred Twenty-Five Thousand Six Hundred Sixty-Five Dollars (\$131,825,665) for the purpose of paying costs of renovating and adding to Nauset Regional High School, located at 100 Cable Road, North Eastham, Massachusetts, including the payment of all costs incidental or related thereto (the “Project”), which school facility shall have an anticipated useful life as an educational facility for the instruction of school children for at least 50 years, and for which the District may be eligible for a school construction grant from the Massachusetts School Building Authority (“MSBA”), said amount to be expended at the direction of the School Building Committee. To meet this appropriation the District is authorized to borrow said amount, under and pursuant to G.L. c. 71, §16(n) and the District Agreement, as amended, or pursuant to any other enabling authority. The District acknowledges that the MSBA’s grant program is a non-entitlement, discretionary program based on need as determined by the MSBA, and any Project costs the District incurs in excess of any grant approved by and received from the MSBA shall be the sole responsibility of the District; provided further that any grant that the District may receive from the MSBA shall not exceed the lesser of (1) forty-three and thirty-nine hundredths percent (43.39%) of eligible, approved Project costs, as determined by the MSBA, and (2) the total maximum grant amount determined by the MSBA, and that the amount of borrowing authorized pursuant to this vote shall be reduced by any grant amount set forth in the Project Funding Agreement that may be executed between the District and the MSBA. Any premium received upon the sale of any bonds or notes approved by this vote, less any such premium applied to the payment of the costs of issuance of such bonds or notes, may be applied to the payment of costs approved by this vote in accordance with G.L. c. 44, §20, thereby reducing the amount authorized to be borrowed to pay such costs by a like amount.

If the District were to receive an MSBA grant in the amount of 43.39% of eligible, approved Project costs, it is anticipated that the net principal amount of this debt allocable to each member town of the District, exclusive of interest, would be approximately as follows:

<u>Member Town</u>	<u>Approximate Amount</u>	<u>Member Town</u>	<u>Approximate Amount</u>
Brewster	\$45,830,225	Orleans	\$18,157,605
Eastham	\$18,871,224	Wellfleet	\$12,290,135

The debt authorized by this vote of the Committee shall be submitted to the registered voters of the District's member towns for approval at a District-wide election to be held on Tuesday, March 30, 2021 in accordance with the provisions of Chapter 71, Section 16(n) of the General Laws and the District Agreement.

Yes _____ No _____


District Secretary
Nauset Regional School District



ELECTION WARRANT
The Commonwealth of Massachusetts

NAUSET REGIONAL SCHOOL DISTRICT

Barnstable, ss.

To the registered voters of the Towns of Brewster, Eastham, Orleans and Wellfleet,

GREETINGS:

You are hereby notified and warned that the inhabitants of the Towns of Brewster, Eastham, Orleans, and Wellfleet registered to vote in any of said Towns, said Towns being the member towns of the Nauset Regional School District, are to meet at their respective polling places, to wit,

In the TOWN OF BREWSTER at the Brewster Baptist Church, located at 1848 Main Street in said Town, in the TOWN OF EASTHAM at the Town Hall, located at 2500 State Highway in said Town, in the TOWN OF ORLEANS at the Orleans Senior Center (Council on Aging), located at 150 Rock Harbor Road in said Town, and in the TOWN OF WELFLEET at the Wellfleet Senior Center, located at 715 Old King's Highway in said Town,

on Tuesday, March 30, 2021, at 11:00 a.m., to vote by BALLOT on the following question:

“Do you approve of the vote of the Regional District School Committee of the Nauset Regional School District adopted on January 28, 2021, to authorize the borrowing of \$131,825,665 to pay costs of renovating and adding to Nauset Regional High School, located at 100 Cable Road, North Eastham, Massachusetts, including the payment of all costs incidental or related thereto, which vote provides, in relevant part, as follows:

“VOTED: That the Nauset Regional School District (the “District”) hereby appropriates the amount of One Hundred Thirty-One Million Eight Hundred Twenty-Five Thousand Six Hundred Sixty-Five Dollars (\$131,825,665) for the purpose of paying costs of renovating and adding to Nauset Regional High School, located at 100 Cable Road, North Eastham, Massachusetts, including the payment of all costs incidental or related thereto (the “Project”), which school facility shall have an anticipated useful life as an educational facility for the instruction of school children for at least 50 years, and for which the District may be eligible for a school construction grant from the Massachusetts School Building Authority (“MSBA”), said amount to be expended at the direction of the School Building Committee. To meet this appropriation the District is authorized to borrow said amount, under and pursuant to G.L. c. 71, §16(n) and the District Agreement, as amended, or pursuant to any other enabling authority. The District acknowledges that the MSBA’s grant program is a non-entitlement, discretionary program based on need as determined by the MSBA, and any Project costs the District incurs in excess of any grant approved by and received from the

MSBA shall be the sole responsibility of the District; provided further that any grant that the District may receive from the MSBA shall not exceed the lesser of (1) forty-three and thirty-nine hundredths percent (43.39%) of eligible, approved Project costs, as determined by the MSBA, and (2) the total maximum grant amount determined by the MSBA, and that the amount of borrowing authorized pursuant to this vote shall be reduced by any grant amount set forth in the Project Funding Agreement that may be executed between the District and the MSBA. Any premium received upon the sale of any bonds or notes approved by this vote, less any such premium applied to the payment of the costs of issuance of such bonds or notes, may be applied to the payment of costs approved by this vote in accordance with G.L. c. 44, §20, thereby reducing the amount authorized to be borrowed to pay such costs by a like amount.

If the District were to receive an MSBA grant in the amount of 43.39% of eligible, approved Project costs; it is anticipated that the net principal amount of this debt allocable to each member town of the District, exclusive of interest, would be approximately as follows:

<u>Member Town</u>	<u>Approximate Amount</u>	<u>Member Town</u>	<u>Approximate Amount</u>
Brewster	\$45,830,225	Orleans	\$18,157,605
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The debt authorized by this vote of the Committee shall be submitted to the registered voters of the District's member towns for approval at a District-wide election to be held on Tuesday, March 30, 2021 in accordance with the provisions of Chapter 71, Section 16(n) of the General Laws and the District Agreement."

Yes _____ No _____

The polls will be open from 11:00 a.m. to 7:00 p.m.

The District Secretary is hereby directed to serve this Warrant by posting an attested copy thereof in at least one public place in each of the Towns of Brewster, Eastham, Orleans, and Wellfleet, and by publishing a copy thereof at least once in a newspaper of general circulation in the District, said posting and publication to occur at least ten days before the day of election as aforesaid.

The District Secretary shall make due return of this Warrant with his or her doings thereon to the District Secretary, on or before the day of the election aforesaid.

[The balance of this page is intentionally blank.]

Given under our hands and the seal of the Nauset Regional School District this January 28, 2021.

Edmund Brooker
[Signature]
J. Schumacher
[Signature]
[Signature]

[Signature]
[Signature]
[Signature]

Nauset Regional School District School Committee

RETURN OF SERVICE

The undersigned, Secretary of the Regional District School Committee of the Nauset Regional School District, certify that at least 10 days prior to Tuesday, March 30, 2021, I posted or caused to be posted, a true and attested copy of this warrant in at least one public place in each of the Towns of Brewster, Eastham, Orleans, and Wellfleet (collectively, the District's "Member Towns"), and in addition, that I caused a copy of the within warrant to be published in a newspaper of general circulation within the Member Towns of the District on February 17, 2021, which date was also at least 10 days prior to Tuesday, March 30, 2021, all as required by Chapter 71, Section 16(n) of the General Laws.

[Signature]
District Secretary

DATE: January 28, 2021

A True Copy Attest:

[Signature]
District Secretary

DATE: January 28, 2021



Nauset Public Schools

78 Eldredge Park Way, Orleans MA 02653

Phone: 508-255-8800 • Fax: 508-240-2351 • <http://nausetschools.org>

Thomas M. Conrad
Superintendent of Schools

Keith E. Gauley
Assistant Superintendent

Mary E. Buchanan
Director of Student Services

Giovanna B. Venditti
Director of Finance and Operations

Eileen Belastock
Director of Technology

Nauset Regional School District
Suggested Votes for Proposed Addition/Renovation of NRHS

(Vote of the Regional School District School Committee)

I, the undersigned Secretary of the Nauset Regional School District School Committee (the "Committee") of the Nauset Regional School District, Massachusetts (the "District"), hereby certify that the following is a true copy of excerpts from the minutes of a special meeting of the Committee duly called and held on January 28, 2021 at 6:00 p.m. at the offices of the District, pursuant to due and proper notice of time, place and purpose of said meeting (the "Meeting") given to each member of the Committee. The meeting was attended by seven (7) of the nine (9) members of the Committee, constituting a quorum, which members were present and voting throughout; and the following vote was duly adopted by vote of seven (7) yeas, zero (0) nays and zero (0) abstentions:

“VOTED: That the Nauset Regional School District (the “District”) hereby appropriates the amount of One Hundred Thirty-One Million Eight Hundred Twenty-Five Thousand Six Hundred Sixty-Five Dollars (\$131,825,665) for the purpose of paying costs of renovating and adding to Nauset Regional High School, located at 100 Cable Road, North Eastham, Massachusetts, including the payment of all costs incidental or related thereto (the “Project”), which school facility shall have an anticipated useful life as an educational facility for the instruction of school children for at least 50 years, and for which the District may be eligible for a school construction grant from the Massachusetts School Building Authority (“MSBA”), said amount to be expended at the direction of the School Building Committee. To meet this appropriation the District is authorized to borrow said amount, under and pursuant to G.L. c. 71, §16(n) and the District Agreement, as amended, or pursuant to any other enabling authority. The District acknowledges that the MSBA’s grant program is a non-entitlement, discretionary program based on need as determined by the MSBA, and any Project costs the District incurs in excess of any grant approved by and received from the MSBA shall be the sole responsibility of the District; provided further that any grant that the District may receive from the MSBA shall not exceed the lesser of (1) forty-three and thirty-nine hundredths percent (43.39%) of eligible, approved Project costs, as determined by the MSBA, and (2) the total maximum grant amount determined by the MSBA, and that the amount of borrowing authorized pursuant to this vote shall be reduced by any grant amount set forth in the Project Funding Agreement that may be executed between the District and the

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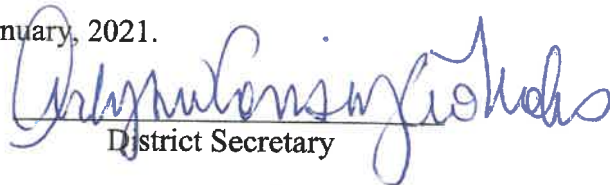
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Eastham	\$18,871,224	Wellfleet	\$12,290,135

The debt authorized by this vote of the Committee shall be submitted to the registered voters of the District's member towns for approval at a District-wide election to be held on March 30, 2021 in accordance with the provisions of G.L. c. 71, §16(n).

The warrant calling the District-wide election to be held on March 30, 2021, in the form presented to this meeting, is hereby approved, with such changes as bond counsel to the District shall approve prior to its posting."

WITNESS my hand as of this 29th day of January, 2021.


District Secretary

(District Seal)



SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: February 9, 2021

VI

Business - C

REQUESTED BY:	Department of Public Works
DESIRED ACTION:	Insert for the Spring Tax Bills regarding Inspections of Private Roads for Winter 2021-2022
PROPOSED MOTION:	I move to approve the insert by the DPW regarding inspections of Private Roads for the winter of 2021-2022
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s): _____
VOTED:	Yea _____ Nay _____ Abstain _____

Notice of Re-Inspections of Private Paved Roads for Winter of 2021 - 2022

Dear Private Paved Road Residents,

The Department of Public Works will be starting re-inspections of Private Paved Roads in April of 2021.

Improvements may include roadside brushing, canopy, pavement improvements and signage. We will list the deficiencies, if any, for each private paved road on the Town website on or by June 4, 2020.

If your road is deficient, you will have until October 1, 2021 to address and correct. Once corrected, please call the DPW at 508-349-0315 to schedule a final inspection, conducted by the Police, Fire and Department of Public Works.

The policy and list of roads included is listed on the Town of Wellfleet's website: www.wellfleet-ma.gov. Please note it is in the resident's best interest to comply with the requirements. Roads that are not in compliance will not be plowed or sanded, except in the case of an emergency, which is determined by the Fire or Police Departments.

As a reminder, the deadline to make improvements to your private paved road for snow removal and sanding for the upcoming winter 2021 - 2022 is October 1, 2021.

Please call 508-349-0315 with any questions and thank you for your cooperation.



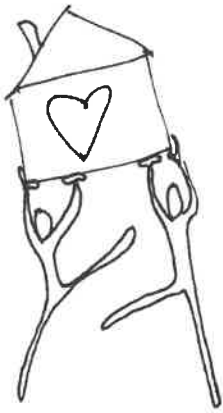
SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: February 9, 2021

IV

Business - D

REQUESTED BY:	Wellfleet Housing Authority
DESIRED ACTION:	Insert in the Spring tax bill regarding Wellfleet Housing Angels
PROPOSED MOTION:	I move to approve the Wellfleet Housing Authority's Spring Tax Bill Insert for the Housing Angels
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s): _____
VOTED:	Yea _____ Nay _____ Abstain _____



Be an Angel!

Wellfleet Needs Housing Angels!

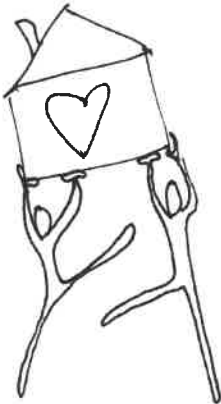
Wellfleet has a critical shortage of year-round housing.
This shortage is now much worse than ever.
We are losing our young families and middle class.

Desperate times call for generous measures!

Please consider a donation
or a reduced-price sale of vacant land or home
to the Wellfleet Affordable Housing Trust.

Send your check to: Wellfleet Affordable Housing Trust
300 Main Street, Wellfleet, MA 02667

For more information call: 508 419-4490
email: wellfleetaffordablehousing@gmail.com



Be an Angel!

Wellfleet Needs Housing Angels!

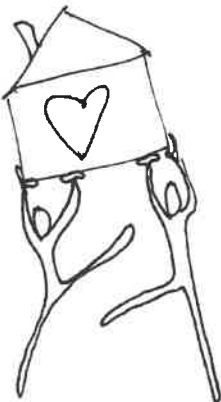
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email: wellfleetaffordablehousing@gmail.com



SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: February 9, 2021

VI

Business - E

REQUESTED BY:	Board Member Ryan Curley
DESIRED ACTION:	Discussion of the Open Space Committee's Charge and Purview
PROPOSED MOTION:	TBD
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____

Open Space Committee

ATM 1987, Art. 51 [voice vote]

Voted: to authorize the Board of Selectmen to appoint an Open Space Committee consisting of five (5) persons to effect a comprehensive survey of potential conservation and open space land in the Town of Wellfleet for the purpose of possible future acquisition and to survey Town-owned land holdings for the purposes of sale or retention, and to report recommendations for Town Meeting action to the Board of Selectmen.

Massachusetts General Law Chapter 293 of the Acts of 1998

An Act relative to the establishment of the Cape Cod Open Space Land Acquisition Program.

Town Election Nov. 3, 1998 [836 YES; 535 NO; 60 Blanks]

Question 5: "Shall an act passed by the general court in the year 1998 entitled 'An Act Relative to the Establishment of the Cape Cod Open Space Land Acquisition Program', to acquire open space and conservation land, provide bicycling and walking trails, enhance opportunities for recreation and protect public drinking water supplies, and to be funded by and additional excise on real property, but not affecting supplies, and to be funded by the additional excise on real property, but not affecting existing abatements and exemptions, and expiring on January 1, 2020, be accepted?"

Board of Selectmen, December 28, 1998 [voted 4-1]

The Board of Selectmen voted to appoint the Open Space Committee as the committee to handle the Land Bank Law with two non-voting liaisons from the Board of Selectmen.

ATM 1999, Art. 30 [voice vote]

To see if the Town will vote to authorize the Board of Selectmen to increase the membership of the Open Space Committee by two members and appoint the same.

ATM 2005 and Annual Town Election May 2, 2005 Question 5 [vote: 416 YES; 159 NO; 11 Blanks]

...to **replace** the Cape Cod Open Space Land Acquisition [Land Bank] Program with the Community Preservation Act...effective for the fiscal year beginning on July 1, 2005.



SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: February 9, 2021

VI

Business - F

REQUESTED BY:	Town Administrator Broadbent
DESIRED ACTION:	Approve the signing of the contract between the Town of Wellfleet and the Chequessett Yacht and Country Club
PROPOSED MOTION:	I move to approve the signing of the contract between the Town of Wellfleet and the Chequessett Yacht and Country Club
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____

AGREEMENT

between

SELECT BOARD OF THE TOWN OF WELLFLEET, MASSACHUSETTS

and

CHEQUESSETT YACHT AND COUNTRY CLUB, INC.

and

**GARY CARTER, JOHN WHALEN AND JOHN A. KETCHUM, TRUSTEES OF THE
CHEQUESSETT YACHT AND COUNTRY CLUB TRUST**

CONCERNING THE HERRING RIVER RESTORATION PROJECT

TABLE OF CONTENTS

1. Overall Summary and Structure of Agreement Regarding CYCC's Property.....	5
2. Performance of the Flood Mitigation Work and the Compatibility Work	6
3. CYCC as Co-Permittee.....	7
4. Commitments Prior to Obtaining All Project Permits and Funding.....	7
a. Town Commitments Prior to Obtaining All Project Permits and Funding.	8
i. Inclusion of CYCC in Project Permits.	8
ii. Pursuit of Funding and Permits.	8
iii. Project Funding.	8
1. The Flood Mitigation Work and Compatibility Work.....	9
2. Business Shutdown Costs.	9
3. Encumbrances as Appropriate.	9
b. CYCC Commitments Prior to Obtaining All Project Permits and Funding.....	9
i. CYCC Support of the Project.....	9
ii. Access to Property and Information.	9
iii. CYCC Estimate of Business Shutdown Costs.....	10
iv. CYCC Preparation of Best Management Practices Documentation.	10
v. Signature on Permit Applications; Agreement Not to Appeal; Releases.	10
5. Post-Permitting and Post-Funding Obligations if the Flood Mitigation Work and Compatibility Work Proceeds.	11
a. Town Post-Permitting and Post-Funding Obligations.....	11
i. Flow of Project Funding.....	11
ii. Business Shutdown Costs.....	11
b. CYCC Post-Permitting and Post-Funding Obligations	11
i. Undertaking Flood Mitigation Work and Compatibility Work	11
ii. Business Shutdown Costs.....	11

iii.	Construction Agreement and Other Later Agreements.	12
iv.	Fill For Flood Mitigation Work.....	12
v.	Compensation to the Project for the Compatibility Work.....	12
vi.	Land Encumbrance.....	12
vii.	Ongoing Agreement Not to Appeal.....	13
viii.	Inspection of Financial Records.....	13
ix.	Inspection of CYCC Property	13
x.	Insurance.....	14
xi.	Indemnification.....	14
6.	Contingency If the Flood Mitigation Work and Compatibility Work Do Not Receive Full Permitting and/or Funding.....	14
a.	Determination of Whether Contingency Plan Will Govern.....	14
b.	Construction of Permitted and Funded Work.....	15
7.	Working Relationships and Ongoing Consultation	15
8.	Term	15
a.	Effective Date.....	15
b.	Expiration Date.....	15
c.	Extensions.....	16
9.	Termination and Remedies.....	16
a.	Termination Before Project Permitting and Funding Are Complete.....	16
i.	Termination by the Town.....	16
ii.	Termination by CYCC	16
b.	Termination After Project Permitting and Funding Are Complete.....	17
10.	Municipal Authority.....	17
11.	Municipal Governance, Finance and Approvals.....	17
12.	Indemnification.....	17

13.	Reservation of Rights	17
14.	Dispute Resolution	18
15.	Governing Law	18
16.	Limitation on Money Damages and Recourse	18
17.	Compensation Adequate for CYCC	18
18.	No Third Party Beneficiaries	18
19.	No Interest in Land	18
20.	Survival.....	18
21.	Miscellaneous Provisions	19
a.	Voluntariness	19
b.	Amendment	19
c.	Assignment; Non-Transferrable	19
d.	Counterparts	19
e.	Binding	19
f.	Merger	19
g.	Severability.....	20
h.	Notices	20
i.	Headings	21
j.	Authority.....	21
APPENDIX A: CYCC Contingency Plan (“Contingency Plan”)		A-1
1.	Importance of Adaptive Management and the CYCC Contingency Plan	A-1
2.	Key Elements of the Contingency Plan and Operation of the Project	A-1
a.	Tide Gate Management Protocols	A-1
b.	Timing	A-1
c.	Mill Creek.....	A-1

d. Monitoring.....	A-2
e. Operation.....	A-2
f. Pump on CYCC Property to Manage Surface Water Levels in Mill Creek Sub-basin.....	A-3
g. Regulatory Approvals.....	A-3
h. Initial Tide Gate Setting of CNR and Mill Creek Water Control Structures.....	A-3
i. CYCC Cooperation Regarding Monitoring Data and Access.....	A-4
j. CYCC Potential Objections, Challenges and Appeals.....	A-4
k. Other Adaptive Management Measures and Further Refinement.....	A-4
3. Notice to CYCC.....	A-5
APPENDIX B: Summary of Water Level References.....	B-1
APPENDIX C: Cost Sharing for Flood Mitigation Work and Compatibility Work.....	C-1
1. Flood Mitigation and Compatibility Work Cost.....	C-1
2. Business Shutdown Costs.....	C-1
3. Total Cost.....	C-1
4. Flood Mitigation Cost.....	C-2
5. Compatibility Cost and Cost of Fill.....	C-2
6. Changes to Cost Allocation Spreadsheet.....	C-2
7. Taxes.....	C-2
APPENDIX D.....	D-1

AGREEMENT

This Agreement (the "Agreement") is entered into by and between the SELECT BOARD OF THE TOWN OF WELLFLEET, MASSACHUSETTS, a municipal corporation, with its primary address of 300 Main Street, Wellfleet, Massachusetts, 02667 (the "Town"), and the CHEQUESSETT YACHT AND COUNTRY CLUB, INC., a Massachusetts for profit organization, with its primary place of business at 680 Chequessett Neck Road Wellfleet, Massachusetts, 02667 (the "Corporation"), and the CHEQUESSETT YACHT AND COUNTRY CLUB TRUST, under Declaration of Trust dated October 7, 1978 and filed with the Barnstable County Registry District of the Land Court as Document No. 252530, with its primary place of business at 680 Chequessett Neck Rd, Wellfleet, Massachusetts 02667 (the "Trust", and together with the Corporation hereinafter collectively referred to as "CYCC"), on this ____ day of _____, 2021.

RECITALS

WHEREAS, the Herring River is a tidal river located in Wellfleet, Massachusetts that, through a large tidal estuary system, connects to the Cape Cod Bay;

WHEREAS, the Town owns the Chequessett Neck Road ("CNR") Dike, which currently controls tidal flow to the Herring River system, and the CNR Dike has included since approximately 1909 tidal gates that artificially restrict tidal flow in and out of the Herring River;

WHEREAS, the artificial restriction of tidal flow has impaired the waters of the Herring River and the proper functioning of the tidal estuary system, including tidal wetland habitat and salt marsh;

WHEREAS, to prevent ongoing degradation of the estuary, reclaim its ecological and environmental benefits, and replace an over- 40-year old waterfront structure with resilient infrastructure, the Town wishes to remove part of the existing CNR Dike and its tide gates and replace them with a bridge with water control structures and systems that can incrementally restore the natural tidal flow over time, and to take other appropriate steps to rebuild infrastructure and provide mitigation as necessary to facilitate this goal (the "Herring River Restoration Project" or the "Project");

WHEREAS, the Parties agree that this Agreement and the Project are in their mutual best interests;

WHEREAS, the Project has completed review under National Environmental Policy Act ("NEPA") and Massachusetts Environmental Policy Act ("MEPA") for the work that is described as Alternative D in the Final EIS/EIR and further described in the Development of Regional Impact Decision issued by the Cape Cod Commission (June 17, 2020), and the Project continues to be refined by further modeling and analysis, and includes work on the following water control structures and mitigation efforts:

(A) replacement of part of the existing CNR Dike with a new bridge and water control structure system;

- (B) new construction or alteration of other water control structures at the entrances to the Mill Creek and Upper Pole Dike Creek sub-basins;
- (C) removal of a portion of High Toss Road where it crosses the Herring River marsh;
- (D) mitigation work on the CYCC golf course, described in further detail below; and
- (E) restoring tidal flow to portions of the Herring River system, including partial tidal flow to the Mill Creek sub-basin, along with associated other activities such as work in roads, flood proofing and vegetation management;

WHEREAS, to accomplish the Town's goal, it has worked with the Cape Cod National Seashore ("CCNS"), coordinated with Project Partner Agencies (hereinafter defined), and received input from the Herring River Technical Team ("HRTT"), on permitting and coordination for the Project;

WHEREAS, the HRTT is an informal staff technical working group that provides technical input for Project-related decisions as necessary, and the HRTT consists of government staff from the Town, NOAA Restoration Center, the U.S. Fish and Wildlife Service, CCNS, the U.S. Department of Agriculture Natural Resources Conservation Service, and the Massachusetts Division of Ecological Restoration (collectively, the "Project Partner Agencies");

WHEREAS, the Project Partner Agencies represented on the HRTT have provided much of the planning and design funding for the Project to date;

WHEREAS, the Town is distinct from the Project Partner Agencies, and can only agree to perform tasks or take on responsibilities within the scope of its authority as a municipality;

WHEREAS, the Town and Project Partner Agencies propose to restore (and monitor restoration of) the approximately 570 acres associated with Phase 1 (described below) by opening water control structures on the new CNR bridge to a configuration (*i.e.*, number of gates opened and size of potential gate openings) at which mean high water will be increased to a modeled maximum mean high tide in Lower Herring River of 3.6 feet NAVD88 or a 2.5 feet NAVD88 during Mean High Water Spring (MHWS) in the Mill Creek subbasin, and this translates to restoring approximately 21 acres within the Mill Creek subbasin;

WHEREAS, Phase 1 shall include partial restoration of tides in the Mill Creek sub-basin, among other Project elements, and Phase 1 shall consist of two classes of project elements, as described below:

- Class 1 actions shall encompass all proposed infrastructure and flood prevention work that is, at the time of permit submittals, known to be necessary to complete Phase 1, including: construction of dikes with water control structures at Chequessett Neck Road, the mouth of Mill Creek, removal of part of High Toss Road that crosses the floodplain, elevation of certain low road sections to prevent flooding of roadways from maximum Phase 1 water levels, and low property mitigation work necessary to achieve Phase 1 tidal restoration, including elevation of the CYCC golf course to allow partial tidal restoration in the Mill Creek sub-basin or the contingent installation of pumps on the CYCC

property. All Phase 1 flood mitigation work on the CYCC Property is designed to mitigate against potential impacts on the CYCC Property (hereinafter defined) that are attributable to the Project and anticipated for the full scope of tidal restoration beyond Phase 1; and,

- Class 2 actions shall include marsh channel drainage improvements, vegetation management, sediment supplementation to increase marsh elevation, and other potential secondary management actions on the marsh plain to enhance ecosystem function in concert with tidal restoration which are currently unknown but will be resolved as tidal restoration progresses and the response of the system is evaluated under the project-wide adaptive management program;

WHEREAS, following completion of Phase 1 work and subject to permitting, the Project could include future work to increase water levels above the maximum water level approved in Phase 1;

WHEREAS, CYCC represents to the Town that the sole beneficiary of the Trust is the Corporation, which is a Massachusetts for-profit corporation in good standing, and it shall furnish to the Town such documentation as the Town from time to time may reasonably request confirming and maintaining that status;

WHEREAS, CYCC represents to the Town that the Trust is the owner of the real estate, and the Corporation is the owner of the personal property and operator of the business entities that constitute and comprise the public golf, tennis and sailing club (all of which are open to the public on a daily use basis) known as the Chequessett Yacht & Country Club and located within with Mill Creek sub-basin of the Herring River, with authority to enter into this Agreement, and it shall furnish to the Town such documentation as the Town from time to time may reasonably request confirming that ownership and entities, including but not limited to a trustees' certificate, a certificate of organization, organization bylaws, and names of officers, directors, and managers;

WHEREAS, without the mitigation efforts set forth in this Agreement, the Project may affect real property owned by CYCC located at 0 and 680 Chequessett Neck Road in Wellfleet, Massachusetts, shown as Lot 85 on Land Court Plan 10669-20, and more particularly described in Certificate of Title No. 78460 filed with the Barnstable County Registry District of the Land Court (the "CYCC Property");

WHEREAS, currently, portions of the CYCC golf course experience occasional flooding by groundwater and surface water in the area of Mill Creek, and because of the golf course's location, restoration of tidal flow to the Mill Creek sub-basin of the Herring River may cause tidal flooding of the lower fairways of the golf course, unless flood prevention measures are taken;

WHEREAS, the partial restoration of tidal flow to the Mill Creek sub-basin under Phase 1 will result in more acres of restoration than otherwise would be possible if tides were excluded from said sub-basin, resulting in a public benefit;

WHEREAS, Project representatives and the CYCC have engaged in a series of detailed discussions to address how the Project can perform mitigation work on the CYCC Property in a way that recognizes the public benefit conferred through the Project, and the potential benefits and risks to CYCC to perform the mitigation work;

WHEREAS, the Town recognizes and acknowledges that in order to achieve the public benefit of 21 restored acres in Mill Creek conferred through the Project, CYCC is both offering benefits such as the use of fill on site to reduce flood mitigation costs, decrease road and traffic risks and reduce air emissions, as well as taking on a risk to its operations to advance the public interest, and CYCC recognizes and acknowledges that the Flood Mitigation Work and Compatibility Work (hereinafter defined) poses substantial long-term benefits to CYCC;

WHEREAS, the Town and CYCC enter into this Agreement to set forth the nature of the understanding between the Town and CYCC concerning each other's Project responsibilities;

WHEREAS, at this early stage of the Project, details concerning Phase 1 Project funding and permitting are not yet final, and the Town and CYCC agree that further amendments and refinements to this Agreement may be necessary as the Project progresses;

WHEREAS, after Project funding and permitting are final, the Town and CYCC agree that a construction agreement and associated arrangements and protocols will be necessary, which the CYCC and Town mutually and reasonably agree are necessary or appropriate, for CYCC to supervise the completion of the work herein on the CYCC Property (hereinafter collectively the "CYCC Management");

WHEREAS, the Town enters into this Agreement on its own behalf as Project applicant, and making no promises in this Agreement on behalf of the Project Partner Agencies, or the Herring River Executive Council, which consists of members from the Town of Wellfleet and CCNS and was formed by the Final Memorandum of Understanding (MOU III) for the Herring River Restoration Project dated September 1, 2016 and amended in MOU IV (June 25, 2019) (the "Herring River Executive Council"), and;

WHEREAS, the Town and CYCC intend this Agreement to achieve the following goals:

- a. To implement the Project in a way that furthers the public interest, and is consistent with permit conditions and any grant or funding requirements of any public or private sector entities;
- b. To avoid and mitigate potential harm to CYCC that could be caused by increased flooding on the golf course now or in the future due to the Project, or by loss of revenue to CYCC due to construction and mitigation on CYCC Property;
- c. Address costs that will include design, permitting and construction of work described herein on the CYCC Property, to the extent now known; and
- d. Implement the obligations set forth herein as efficient as possible, minimizing the risks and costs for the environmental and other public benefits achieved.

AGREEMENTS

NOW THEREFORE, in consideration of the mutual agreements contained herein, the sufficiency of which are acknowledged, the Town and CYCC hereby agree as follows:

1. Overall Summary and Structure of Agreement Regarding CYCC's Property

Subject to the permitting and funding limitations in this Agreement, and consistent with the more specific terms set forth below, construction on the CYCC Property will occur on all nine holes of the golf course on the CYCC Property to (a) perform the flood mitigation work on lower golf course holes as described in Section 2 and thereby mitigate for potential Project-related impacts (the "Flood Mitigation Work"), and (b) reconstruct upland holes to make them compatible with lower golf course holes (the "Compatibility Work"). The Town will coordinate with Project Partner Agencies to take Best Efforts (defined below) to pursue permits and funding approving both the Flood Mitigation Work and the Compatibility Work (including the funding of the Business Shutdown Costs (*see Appendix C*)) proposed to occur on the CYCC Property. In the event that all permits and funding are made available to CYCC for Flood Mitigation and the Compatibility Work (and not otherwise), CYCC will provide in-kind public benefits as described in Appendix C. If the Flood Mitigation Work and the Compatibility Work cannot be completed due to permitting or funding constraints, then the Contingency Plan described in Section 6 shall be completed instead, unless consistent with the provisions of Section 6.a., CYCC elects to complete the Flood Mitigation Work and the Compatibility Work. As set forth in Sections 4.b.v and 5.b.vii, CYCC agrees that it will not file, fund or facilitate an appeal or any other challenge to any permit or funding application or approval for the Project as contemplated in this Agreement, and shall not oppose directly or indirectly, any such application or approval, provided such permit or funding application or approval is consistent with this Agreement.

"Best Efforts" as applied to the Town, means that the Town will work with Project Partner Agencies, consultants, experts, and other appropriate persons or entities to prepare and submit complete and adequately supported permitting and funding applications to regulators and funding entities that will incorporate the Flood Mitigation Work, the Compatibility Work, and the Business Shutdown Costs contemplated in this Agreement, work to raise funds for, and if funds are successfully raised, implement those plans in a timely manner (recognizing potential construction contingencies); and take in good faith all reasonable steps to achieve the objectives of this Agreement. "Best Efforts" shall not require the Town to (i) appeal any permits or approvals for the reason that they are inconsistent with this Agreement; (ii) pursue any federal, state, or local legislative or executive relief, other than required permits, to achieve the goals of this Agreement; (iii) guarantee the outcome of any votes or approvals from public bodies necessary or appropriate to accomplish the goals of this Agreement (iv) delay implementation of tidal restoration in the main Herring River basin, if adequate funding for that work is secured before securing funds necessary to implement the Flood Mitigation Work and Compatibility Work on CYCC Property; or (v) appropriate or spend any Town funds to fulfill the obligations of this Agreement.

CYCC agrees that it shall take in good faith all reasonable steps to achieve the objectives of this Agreement, including coordinating with Board members, staff, consultants, sharing relevant information and providing updates to the Town and Project Partner Agencies and their

consultants, and providing support for the Project in the permitting and funding process as set forth below.

2. Performance of the Flood Mitigation Work and the Compatibility Work

As set forth in, and pursuant to the terms of, this Agreement, the Project tasks to be performed or structures to be constructed and operated on CYCC's Property include the major elements below.

Flood Mitigation Work:

- Improvements to the CYCC golf course, including raising and renovating portions of the five lower fairways, tees, greens, roughs, sand traps and cart paths (Holes #s 1, 6, 7, 8 & 9), said improvements designed to mitigate against water levels up to the elevation 6.36 feet NAVD 88. This 6.36-foot elevation represents the modeled maximum mean water level that would occur under storm of record conditions with the Mill Creek Dike water control structures open 3 feet high and the CNR Dike water control structures open 10 feet high, and full Project restoration (beyond Phase 1) has occurred;¹
- Excavation and then returning to finished grade of one upland CYCC golf course hole (Hole #2) which will provide a portion of fill needed for the Project (approximately 250,000 cubic yards), to be used in raising the five lower holes of the golf course (approximately 180,000 cubic yards) and also for other Project-related needs outside of the CYCC Property (approximately 70,000 cubic yards);
- Installation of new irrigation on Holes #s 1, 6, 7, 8 & 9 and relocation of the practice area to an upland portion of the CYCC Property; and
- Clearing channels and managing natural vegetation on the course and in the Mill Creek sub basin as may be needed to augment restoration (some channels will be identified and cleared mechanically to improve drainage, and others will be cleared naturally as restoration proceeds).

Compatibility Work:

- Reconstruction of Holes #s 2, 3, 4, and 5 to make them suitable for golf course use and compatible with the Flood Mitigation Work. With respect to Hole 2, after excavation and returning to grade, the remaining work on this hole shall be considered a part of the Compatibility Work.

“Drainage Only” in Mill Creek:

- After the Mill Creek water control structure is built, but before the Flood Mitigation Work and Compatibility Work, or the Contingency Plan, are

¹ This Agreement incorporates several key water-level related measurements. A summary of those measurements is attached as Appendix B.

performed, the Mill Creek water control structure will be set and maintained in a “drainage only” configuration that will prevent tidal flow from entering Mill Creek.

- The details of this Flood Mitigation Work and Compatibility Work are attached as Appendix D.

Business Shutdown Costs:

- Consistent with the terms of this Agreement, Project funding applications shall include payment of the CYCC Business Shutdown Costs as set forth in Appendix C.

CYCC agrees that, consistent with the terms and conditions of this Agreement, it shall perform the CYCC Management and oversee the Flood Mitigation Work and Compatibility Work on the CYCC Property (in a supervisory role), through a mutually agreed-upon process to be further developed by the Parties, and subject to potential restrictions associated with Project permitting and funding, which are acceptable to CYCC and which may limit which entity performs the Flood Mitigation Work and Compatibility Work.

CYCC agrees that CYCC’s undertaking of the Flood Mitigation Work and Compatibility Work shall not be compensated, other than in ways specifically contemplated in this Agreement; it being expressly understood and agreed by the Town that CYCC’s role financially shall be limited to that of a supervisory role for the Flood Mitigation Work and both supervisory and financial contribution role for the Compatibility Work, (as set forth in Appendix C) and the Town agrees that no funds or credit of CYCC shall be requested, required, necessary or utilized therefore, other than as set forth in this Agreement or specifically authorized by CYCC. Additional specifics of the completion of the Flood Mitigation Work and Compatibility Work may be set forth in subsequent agreements between CYCC and the Town, or other entities, as they deem necessary or appropriate.

3. CYCC as Co-Permittee.

The Town shall propose that CYCC be named as a co-permittee for the following permits, plans and approvals for work to occur on the CYCC Property in connection with the Project (the “CYCC Property Permits”): Chapter 91 licenses and dredge permits and Wetlands Protection Act and Wellfleet Wetlands Protection Bylaw Orders of Condition. The scope of CYCC’s rights under such permits shall be limited to the bounds of the CYCC Property. If a permit to which CYCC is a co-permittee is appealed, CYCC shall share the costs of defense of such permits. As set forth in Section 6.a., if CYCC and the Town agree that CYCC may self-fund the Flood Mitigation Work and the Compatibility Work or the Contingency Plan, or other similar work, on CYCC’s Property, then CYCC may complete such work under the scope of existing permits.

4. Commitments Prior to Obtaining All Project Permits and Funding

The Parties agree and understand that, upon mutual agreement of the Parties, the Project design for work on the CYCC Property may change as the Project proceeds through funding and permitting and that the Parties’ respective ability to commit to any agreements or obligations

under this Agreement are limited based on what funding is available and what permit conditions are imposed. To account for these uncertainties, the Parties have categorized their commitments in this Agreement into those that apply *before* all Project permits and funding are obtained, set forth in this Section 4 below, and those that apply *after* all Project permits and funding are obtained, set forth in Section 5.

- a. Town Commitments Prior to Obtaining All Project Permits and Funding.
 - i. Inclusion of CYCC in Project Permits. All permit applications which include the Flood Mitigation Work and Compatibility Work or Contingency Plan, on the CYCC Property, shall be submitted to the CYCC for their review and approval prior to submittal to permitting authorities, and such approval shall not be unreasonably delayed or withheld. The Town will include the Flood Mitigation Work and Compatibility Work on the CYCC Property in all Phase 1 design, permitting, and funding requests for which the Town is an applicant and that concern the Flood Mitigation Work and Compatibility Work. The Town will not seek to impose, propose or otherwise support or cause, directly or indirectly, any conservation restriction or flood easement or other recorded instrument that would require the CYCC Property to be publicly accessible beyond the flowed Commonwealth tidelands that may currently exist on the CYCC Property or that would prevent the CYCC Property from continuing to be used as it is currently operated, including, without limitation, the golf course. If CYCC voluntarily elects to pursue conservation of its land, then the Town will provide information as necessary to CYCC.
 - ii. Pursuit of Funding and Permits. The Town will exercise Best Efforts and coordinate with Project Partner Agencies as necessary, to obtain funding for the Flood Mitigation Work and Compatibility Work (including the Business Shutdown Costs) from the Effective Date of this Agreement up to and until two (2) years after the last major permit concerning work on the CYCC Property is issued. The Parties agree that during this two-year period, the CNR and Mill Creek water control structures may be constructed and mitigation on other private properties may be completed, provided that such construction and mitigation, and the operation of such water-control structures, will not have any impact on the CYCC Property. The Parties agree that the precise amounts of funding will need to be updated before specific funding requests are made, and that later updates and refinements to this estimate may result in the Town seeking funding that reflects more accurate cost estimates. Reimbursement for Business Shutdown Costs is dependent on funding for the Project.
 - iii. Project Funding. The Parties recognize and agree that nothing in this Agreement shall be construed to require the Town to obtain permits or funding, except as specified in this Agreement; provided, however, the Town shall take Best Efforts to pursue funding as set forth below, and to

coordinate with Project Partner Agencies and funding agencies as set forth in this Agreement.

1. The Flood Mitigation Work and Compatibility Work.

The Town will take Best Efforts to pursue funding for the Flood Mitigation Work and Compatibility Work on the CYCC Property.

2. Business Shutdown Costs.

The Town will take Best Efforts to pursue funding for Business Shutdown Costs for the Project.

3. Encumbrances as Appropriate.

The Town will pursue funding for preparation of any necessary encumbrances concerning wetlands filling as described in Section 5.b.vi.

b. CYCC Commitments Prior to Obtaining All Project Permits and Funding.

i. CYCC Support of the Project. CYCC shall support the Project as a whole, provided (1) the Flood Mitigation Work and Compatibility Work or (2) the Contingency Plan on CYCC's Property as described in Section 6 is included and approved in the federal, state, regional and local permitting processes for which the Town or NPS is an applicant, as well as in pursuit of grants and other fundraising, and the Business Shutdown Costs are included in Project funding applications. Applications that include (1) the Flood Mitigation Work and Compatibility Work or (2) the Contingency Plan on CYCC's Property will be contingent on CYCC's prior review and approval of such applications (insofar as they pertain to work on CYCC's Property) to ensure consistency with this Agreement, and approval shall be reasonable and without delay. CYCC's support, contingent on the Project being in compliance with this Agreement, may include but not be limited to submission of supporting comment letters, public testimony, and supplemental information to public entities, interviews, and participation in public hearings, during the Project permitting or funding process.

ii. Access to Property and Information. CYCC shall grant to the Town or its designee(s) access to the CYCC Property at reasonable times and upon reasonable notice, which access shall not unreasonably interfere with the operation of the CYCC Property, and shall make financial and operational information available to the Town or such designee(s) (provided such designee signs a reasonable confidentiality agreement that is mutually agreeable to the Parties) as reasonably necessary or appropriate to prepare, file, present and complete Project permit and funding applications. Under no such circumstance shall the Town or any agent of the Town be allowed

to make any sort of alteration to the CYCC Property during their access unless authorized by CYCC in writing.

- iii. CYCC Estimate of Business Shutdown Costs. CYCC has provided, and shall continue to provide to the Town or its designee, a written estimate of business shut down costs (to be expressed as a range), to be verified by a third party accounting/business services professional at the Town's sole cost and expense, before submittal of any funding applications, and as the Town may request thereafter for continued verification (provided, however, in the event the Town requests verification more than once quarterly, such additional verification shall be at the Town's sole cost and expense).
- iv. CYCC Preparation of Best Management Practices Documentation. CYCC shall document its current best management practices to reduce nutrient loading, minimize pesticide, herbicide, rodenticide, fungicide, and fertilizer use, and protect and enhance wildlife and shellfish habitat, and shall provide to the Town information regarding the best management practices it plans to implement after completion of the Project to achieve the same goals. If permitting agencies or potential Project funding entities require or request, CYCC shall provide information regarding these practices as part of permit or funding applications and any subsequent compliance required in any permit or funding grant.
- v. Signature on Permit Applications; Agreement Not to Appeal; Releases. CYCC shall expeditiously review and execute all permit applications which strictly involve the CYCC Property, and are necessary or appropriate for the Project (including the Flood Mitigation Work and Compatibility Work, or Contingency Plan): (A) as the consenting owner of the CYCC Property; and, (B) as a co-permittee with respect to any permit applications which relate to Project work which will occur on the CYCC Property only. Such permit applications shall be executed as hereinabove provided within fourteen (14) days after receipt of said applications from the Town, contingent on CYCC's review and approval of permit applications as provided in Section 4.b.i above.

CYCC agrees that it shall not object to or file, fund, or facilitate an appeal or any other form of challenge to any permit or funding application or approval and shall not oppose directly or indirectly, any such application or approval, issued or obtained for the Project that includes the (1) Flood Mitigation Work and Compatibility Work or (2) the Contingency Plan. Except for any willful misconduct, negligence or breach of this Agreement by the Town, CYCC shall release the Town for any and all claims related to the effects of the Project resulting from tidal restoration up to a water level elevation a modeled maximum mean of 6.36 feet NAVD 88 on the CYCC Property.

5. Post-Permitting and Post-Funding Obligations if the Flood Mitigation Work and Compatibility Work Proceeds. If the Project obtains permits, funding, and binding, mutually acceptable agreements with all necessary or appropriate third parties to perform the full scope of Phase 1 of the Project, including the Flood Mitigation Work and Compatibility Work, then the Town and CYCC agree to undertake the tasks identified in this Section 5. If the Project does not obtain permits and funding that include the full scope of the Flood Mitigation Work and Compatibility Work, then the Parties shall follow the procedures set forth in Section 6 and follow contingency approach and Contingency Plan described in Section 6. The Parties agree that the post-permitting and post-funding obligations set forth in this Agreement may be amended, by mutual agreement of the Parties in writing, as the Project progresses and more information becomes available.

a. Town Post-Permitting and Post-Funding Obligations.

- i. Flow of Project Funding. The Town will coordinate with Project Partner Agencies to manage the timing and release of funding for the Flood Mitigation Work and Compatibility Work to CYCC to perform the Flood Mitigation Work and Compatibility Work in a way that reasonably minimizes construction delays and associated Business Shutdown Costs. However, the Parties agree that the Town's ability to organize and coordinate funds in such a manner may be constrained by funding and permitting restrictions or other regulatory requirements that affect the administration of the funds received.
- ii. Business Shutdown Costs. Following receipt of Project permits and approvals for funding, including, without limitation, the Business Shutdown Costs, but prior to commencement of the Flood Mitigation Work and Compatibility Work, the Town and CYCC will agree to a mutually acceptable schedule and process for submittal, documentation, verification and payment of Business Shutdown Costs to CYCC. It is expressly acknowledged by the Town that CYCC will be relying on the Project to timely manage cash flow to minimize further negative impact on CYCC through Business Shutdown Costs.

b. CYCC Post-Permitting and Post-Funding Obligations

i. Undertaking Flood Mitigation Work and Compatibility Work

Subject to potential restrictions on Project funding that may limit which entity performs the Flood Mitigation Work and Compatibility Work, CYCC shall perform the CYCC Management and oversee the Flood Mitigation Work and Compatibility Work (in a general contractor role) on CYCC's Property or, alternatively, the Contingency Plan.

ii. Business Shutdown Costs

CYCC shall submit updated and revised documentation of its business shutdown costs not less than nine (9) months before the Flood Mitigation

Work and Compatibility Work is undertaken. CYCC shall support its updated and revised business shutdown costs with quarterly financial information prepared by the CYCC's Certified Public Accountant and approved and signed by the CYCC's Board Treasurer and verified by a third party accounting/business services professional. CYCC shall be responsible for the costs of services of CYCC's Certified Public Accountant.

iii. Construction Agreement and Other Later Agreements.

CYCC shall cooperate with the Town to develop, finalize and execute a formal, mutually acceptable construction agreement (including, without limitation, with respect to the administration of funds that may be disbursed to CYCC for the Flood Mitigation Work and Compatibility Work) and associated arrangements and protocols, consistent with this Agreement, as the Parties deem necessary or appropriate for the Flood Mitigation Work and Compatibility Work. After funds for the Flood Mitigation Work and Compatibility Work are approved, but before such work begins and before any such funds are disbursed to CYCC, the Parties shall cooperate with each other to develop, finalize, and execute a formal Financial Agreement and associated arrangements and protocols as the Parties deem necessary or appropriate for the administration of funds that may be disbursed to CYCC for the Flood Mitigation Work and Compatibility Work.

iv. Fill For Flood Mitigation Work.

If the funding for the Flood Mitigation Work and Compatibility Work is obtained, and not otherwise, CYCC shall source the expected cubic yards of fill set forth in Appendix C from upland portions of the CYCC Property as identified in permit-level designs. Such fill will be used to perform the Flood Mitigation Work on CYCC Property and other off-property Project-related work. CYCC shall provide such fill in accordance with Appendix C. Excavation, hauling and use of such fill shall be at no cost to CYCC.

v. Compensation to the Project for the Compatibility Work.

CYCC shall provide the materials and services set forth in Appendix C, at the values set forth therein.

vi. Land Encumbrance.

CYCC shall agree to encumber areas of filled wetlands within the area of Flood Mitigation Work after such work occurs, and such encumbrance shall be written so as to allow active recreation, including, but not limited to, golf course use and related golf course improvements (including, without limitation, minor accessory structures) within encumbered areas..

The Town agrees not to seek in Project permits any encumbrance that requires public access on the CYCC Property.

vii. Ongoing Agreement Not to Appeal

CYCC agrees, on its own behalf, that after permits and funding are issued, it shall continue to not object to or file, fund, or facilitate any appeal or any other form of challenge to any permit or funding application or approval and shall not oppose directly or indirectly, any such application or approval, issued or obtained for the Project that include (1) the Flood Mitigation Work and Compatibility Work or (2) the Contingency Plan in compliance with this Agreement; provided the Town or any of the other Project Partner Agencies, are not in breach of this Agreement. Nothing shall prohibit CYCC from seeking any legal or equitable remedies to ensure validly issued permits and approvals for aspects of the Project which affect or protect the interests of CYCC are complied with, including, without limitation, enforcement of such permits and approvals that are issued for the Project. However, it is expressly understood and agreed that the Town's compliance with validly issued permits and approvals is not an express term and condition of this Agreement.

viii. Inspection of Financial Records.

CYCC agrees that it shall provide documentation showing that it has administered Project-related funds consistent with grant requirements, and shall provide such reasonably requested information to the Town, Project Partner Agencies, or their designees periodically throughout completion of construction of the Flood Mitigation Work and Compatibility Work, or the Contingency Plan.

CYCC shall furnish its financial records and documents concerning the Flood Mitigation Work and Compatibility Work, or the Contingency Plan (including, but not limited to, construction-related documents) as reasonably appropriate to ensure that CYCC expends and administers the funding it receives to perform the Flood Mitigation Work and Compatibility Work and the Contingency Plan in a manner consistent with grant funding requirements and Generally Accepted Accounting Principles.

ix. Inspection of CYCC Property

CYCC agrees that the Town, with adequate notice to CYCC and without unreasonable interference to the CYCC business operations, may visually inspect the CYCC Property to ensure that CYCC completes the Flood Mitigation Work and Compatibility Work or Contingency Plan as described in Project permits and this Agreement. Under no such circumstance shall the Town or any agent of the Town be allowed to make

any sort of alteration to the CYCC Property during their access, unless previously authorized in writing from the Club.

x. Insurance

At least sixty (60) days before the Flood Mitigation Work and Compatibility Work on CYCC's Property begin, CYCC shall submit to the Town information sufficient to demonstrate to the satisfaction of the Town that contractors hired by CYCC to complete the Work hold adequate insurance and bonding. CYCC shall provide suitable insurance, bonding, and/or other financial security and assurances in commercially reasonable amounts for a similar construction project.

xi. Indemnification.

By receiving funds to complete all or some of the Flood Mitigation Work and Compatibility Work, or the Contingency Plan, CYCC agrees that it will release, indemnify and hold harmless the Town and Project Partner Agencies against all claims arising out of, concerning, or in any way related to (1) CYCC's completion of the Flood Mitigation Work and Compatibility Work or the Contingency Plan and (2) CYCC's operation of any Project related elements on the CYCC Property; provided, however, the foregoing indemnification shall not apply to any claims arising out of, concerning, or in any way related to a breach of this Agreement.

6. Contingency If the Flood Mitigation Work and Compatibility Work Do Not Receive Full Permitting and/or Funding.

The Parties acknowledge that the regulatory approvals and funding for implementation of various Project elements depend on the actions of many others outside the Town and CYCC. Thus, despite the Town and Project Partner Agency's Best Efforts to secure permits and raise funds for Flood Mitigation Work and Compatibility Work concurrently with other Project Phase 1 activities, the Parties agree that a scenario may occur in which permits or funding do not fully authorize or fully fund the Flood Mitigation Work and Compatibility Work, but do authorize or fund other Project elements including the construction of the CNR bridge and water control structures and Mill Creek Dike. Thus, in this scenario, tidal restoration in the main Herring River basin could commence before the Flood Mitigation Work and Compatibility Work on the CYCC Property are completed. The Parties agree that if this scenario occurs, they will undertake the following contingent approach:

a. Determination of Whether Contingency Plan Will Govern.

The Town shall exercise Best Efforts and coordinate with Project Partner Agencies as necessary, to obtain funding for the Flood Mitigation Work and Compatibility Work (including the Business Shutdown Costs, *see Appendix C*) from the Effective Date of this Agreement up to and until two (2) years after the last major permit concerning work on the CYCC Property is issued, consistent with Section 4.a.ii. If, after that period, the Flood Mitigation Work and

Compatibility Work (including the Business Shutdown Costs) is not completely funded from third-party grants, then the Parties shall confer in good faith for sixty (60) days as follows: if the Flood Mitigation Work, Compatibility Work and Business Shutdown Costs have received partial, but not complete funding, but the construction of the Project's water control structures have received funding (see Section 4.a.ii. allowing such structures to be built), then the Parties may agree that either (A) CYCC may self-fund the remaining portion of the Flood Mitigation Work and Compatibility Work, if such self-funding can be obtained within one (1) year (provided, however, in the event CYCC elects to self-fund the remaining portion of the Flood Mitigation Work, CYCC may, at CYCC's election and in CYCC's sole discretion, and if allowed by permits, delay the Compatibility Work up to one (1) year after the Flood Mitigation Work is complete), or (B) propose a revised scope of mitigation consistent with available funding. If the Parties agree that neither (A) nor (B) is feasible, then the Contingency Plan and pump mitigation set forth in Appendix A shall govern.

b. Construction of Permitted and Funded Work

In this Contingency Plan scenario, the Town or Project Partner Agencies may construct and operate (consistent with Appendix A) all aspects of the Project (including the CNR and Mill Creek water control structures) authorized by permits and funding, other than the Flood Mitigation Work and Compatibility Work (which in this scenario lacks permits or funding).

7. Working Relationships and Ongoing Consultation

To ensure ongoing and effective communication, the Town and CYCC will communicate to periodically provide updates concerning Project permit applications and conditions, Project funding and related applications, Project design and mitigation on the CYCC Property, Project monitoring and monitoring plans, and any of the other topics addressed in this Agreement, including, without limitation, as least monthly meetings of key Project staff and periodic meetings of Project principals with CYCC staff in the first year following the Effective Date of this Agreement, and quarterly thereafter. In addition, the Town and Project Partner Agencies, as needed, will provide CYCC updates on funding status any restrictions on grants sought or funds secured, and provide CYCC data generated from the ongoing monitoring program.

8. Term

a. Effective Date

This Agreement shall be effective on the last date on which this Agreement is signed and delivered by the parties (the "Effective Date").

b. Expiration Date

This Agreement shall expire seven (7) years from its Effective Date, unless extended in writing by the Parties. The Parties acknowledge that any subsequent

agreements concerning funding or construction may supersede certain provisions of this Agreement.

c. Extensions

The Parties may extend the Expiration Date of this Agreement in writing. The Town and CYCC agree to negotiate in good faith an extension of this Agreement. If any party seeks to extend the Expiration Date, it shall provide notice to the other party ninety (90) calendar days in advance of the Expiration Date, unless waived.

9. Termination and Remedies.

a. Termination Before Project Permitting and Funding Are Complete

i. Termination by the Town

At any time before all Project permits and funds are obtained, the Town may, in its sole discretion, elect not to pursue permitting or funding for the Project and instead to discontinue its role in the Project. In such case, the Town will not pursue the Flood Mitigation Work and Compatibility Work on the CYCC Property, and will provide prompt notice to CYCC of a decision not to pursue the Flood Mitigation Work and Compatibility Work in accordance with the notice provisions of this Agreement. In this circumstance, provided the Town is not thereafter involved with the permitting or funding for the Project, CYCC shall not have any remedy against the Town or the Project Partner Agencies, in equity or at law, for the Town's decision not to move forward with the Project.

ii. Termination by CYCC

If, before all Project permits and funding are obtained (a) CYCC or the CYCC Property, or any portions thereof, are sold or subject to any bankruptcy proceedings; or (b) CYCC determines that it no longer wishes to have the Flood Mitigation Work and Compatibility Work included as part of the Project; then CYCC will provide prompt notice to the Town in accordance with the notice provisions of this Agreement. In such circumstances, the Town and the Project Partner Agencies shall not seek funding or permits to construct the Flood Mitigation Work and Compatibility Work on the CYCC Property, this Agreement shall be null and void, and CYCC shall return any funds that have not been spent or committed to the original funding entity immediately. In this circumstance, CYCC shall not have any rights or remedies against the Town or the Project Partner Agencies.

b. Termination After Project Permitting and Funding Are Complete

The Parties agree that if either the Town or CYCC seeks to terminate this Agreement after Project permits and funding are obtained, that the particular facts of what permits or amounts of funding have been obtained, and which obligations of this Agreement have been satisfied, are currently unknown. The Parties agree that in these currently unknown circumstances, after appropriate notice to the other party, CYCC shall cease the Flood Mitigation Work and Compatibility Work on CYCC Property immediately, take any necessary and reasonable efforts to stabilize the Flood Mitigation Work and Compatibility Work during construction, and return funds that have not been spent or committed immediately. The Parties would seek to resolve their disputes consistent with Section 14 of this Agreement (Dispute Resolution).

10. Municipal Authority.

As used in this Agreement, the "Town" shall mean the Town of Wellfleet as a municipal corporation, including its Board members, employees, agents, and consultants. Project Partner Agencies, other governmental entities, non-profit groups affiliated with the Project and their employees, agents, and consultants shall not be deemed to represent the Town and the Town makes no representation or warranty that it possesses any authority to bind such entities to any of the obligations set forth in this Agreement.

11. Municipal Governance, Finance and Approvals.

No terms in this Agreement shall be construed to obligate the Town to: (i) take any actions or approve any actions that would violate the requirements of the Massachusetts General Laws or municipal charter, bylaw, regulation, or contractual obligation with respect to municipal governance; (ii) appropriate any funds from the Town to fulfill the obligations of this Agreement or fund the Flood Mitigation Work and Compatibility Work without appropriate Town approval or vote; or (iii) approve any permit or approval applications submitted to Town departments or boards in furtherance of the Project. Nothing in this Agreement shall be construed as requiring the Town to appropriate any specific funds to fulfill its obligations; instead, the Town will use staff administrative time and the time of Town Board members to fulfill the obligations described herein.

12. Indemnification.

Unless this Agreement specifically states otherwise, no terms in this Agreement shall be construed to obligate either party to indemnify the other or any Project Partner Agencies with respect to the terms of this Agreement.

13. Reservation of Rights.

The Town and CYCC each reserve the right, either in law or equity, by suit, and complaint in the nature of specific performance, or other proceeding, to enforce or compel performance of any or all covenants in this Agreement. The Town and CYCC each further reserve all of their respective rights and defenses available at law concerning claims brought based on the design,

permitting, funding, or implementation of the Flood Mitigation Work and Compatibility Work or operation of the Project. Nothing in this Agreement shall deprive the Town or CYCC of any remedy, power, or authority which it has at law.

14. Dispute Resolution.

The Parties will use good faith efforts to resolve any disputes that may arise concerning this Agreement. If they so choose, the Parties may employ the use of a mediator or facilitator to seek to resolve differences. The Town or CYCC may bypass mediation and seek all available remedies if either party believes potential harm to be imminent, therefore warranting court intervention.

15. Governing Law.

Any litigation concerning the terms or performance of this Agreement shall take place in federal or state courts in the Commonwealth of Massachusetts. This Agreement shall be governed, construed and enforced under Massachusetts law, without respect to its choice of law rules.

16. Limitation on Money Damages and Recourse.

Except as provided explicitly in this Agreement, neither party shall be liable to the other for any ordinary, extraordinary, special, direct, indirect, exemplary, incidental, consequential, or punitive damages, lost profits, or business interruption damages of any character, resulting from, arising out of, in connection with, or in any way incident to, any act or omission of either party related to the provisions of this Agreement, irrespective of whether claims or actions for such damages are based upon contract, warranty, negligence, strict liability or any other theory at law or in equity. Any recourse of any party is limited to the recourses specified herein.

17. Compensation Adequate for CYCC.

CYCC agrees for itself and its successors and assigns that this Agreement represents full and complete compensation for the work described herein, and that it has no further claim of any kind on account thereof, except as expressly set forth in this Agreement.

18. No Third Party Beneficiaries

The Parties are the sole and exclusive beneficiaries of the Agreement, subject to its terms and to all applicable law.

19. No Interest in Land.

This Agreement does not constitute an interest in land and is not intended to run with the land or grant any property rights or exclusive privileges.

20. Survival

The terms of Sections 14, 15, 16 and 17 of this Agreement shall survive for six (6) years after termination of the Agreement.

21. Miscellaneous Provisions.

a. Voluntariness

The Parties have entered into this Agreement on the advice of counsel, voluntarily, and not as a result of any promise or representation except as set forth expressly herein, and not as a result of any duress or coercion by any person or entity.

b. Amendment

This Agreement may be amended only by written agreement signed by authorized representatives of both Parties.

c. Assignment; Non-Transferrable.

This Agreement, the rights and interests set forth in this Agreement, and any permits associated with this Agreement (i) shall not be sold, conveyed, assigned or transferred to any successor owner or interest holder of the CYCC Property or successor operator of CYCC, unless specifically approved by the Town in writing and with appropriate municipal authorizations; and (ii) shall not serve as collateral for any financing or borrowing interests. This Agreement, the rights and interests set forth in this Agreement, and any permits associated with work on the CYCC Property as described in this Agreement shall not be assigned by the Town without the prior written consent of CYCC.

d. Counterparts

This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

e. Binding

The Agreement shall be binding on and inures to the benefit of the Parties and their respective boards, board members, employees, directors, officers, agents, administrators, and personal representatives, as well as the Parties' successors and permitted assigns.

f. Merger

This Agreement constitutes the Parties' entire agreement and understanding with respect to its subject matter. There are no written or oral representations or understandings that are not fully expressed in this Agreement or the attached documents. This Agreement supersedes all prior negotiations and agreements.

g. Severability

If any provision of this Agreement or its application to any circumstances is declared invalid or unenforceable by the final ruling of a court of competent jurisdiction, the remaining provisions and their application to other circumstances shall not be affected. In place of such invalid or unenforceable provision, there shall be substituted a valid and enforceable provision that most nearly accomplishes the Parties' original intention.

h. Notices

All notices to be given pursuant to this Agreement shall be provided by certified U.S. mail, return receipt requested, with confirmatory copies sent by email the same day. Notice shall be deemed to have been received at the time of actual receipt of any email, three (3) business days after the date of any properly addressed notice sent by mail, as set forth below:

- If to the Town: Maria Broadbent
Town Administrator
Town of Wellfleet
300 Main Street
Wellfleet, MA 02667
(508) 349-0300
- With a copy to: Gregor I. McGregor, Esq.
Nathaniel Stevens, Esq.
McGregor & Legere, P.C.
15 Court Square, Suite 500
Boston, MA 02108
gimcg@mcgregorlaw.com
nstevens@McGregorLaw.com
- If to CYCC: Barbara Boone Scalcione
General Manager
Chequessett Yacht & Country Club
680 Chequessett Neck Road
Wellfleet, MA 02667
gm@cycc.net
- With a copy to: Eliza Cox, Esq.
Nutter McClennan & Fish LLP
1471 Iyannough Road
P.O. Box 1630
Hyannis, MA 02601
ECox@nutter.com

The Parties shall, at any time and from time to time, have the right to specify as their proper recipients and addresses for purposes of this Agreement any other address or addresses by giving five (5) days' written notice thereof to the other party in accordance with the provisions herein.

i. Headings

Headings in this Agreement are for reference purposes only and are not intended to interpret or limit this Agreement or any provision of it.

j. Authority

The signatories below represent that they are duly authorized to sign on behalf of and bind their respective parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date written below.

[Signatures on following page]

**SELECTBOARD OF THE
TOWN OF WELLFLEET**

As authorized and voted at a duly convened
meeting of the Selectboard on
_____, 2021:

Michael DeVasto, Chair

Janet Reinhart, Vice Chair

Justina Carlson, Member

Helen Miranda Wilson, Member

Ryan Curley, Clerk

**CHEQUESSETT YACHT
AND COUNTRY CLUB, INC.**

As authorized and voted at a duly convened
meeting of the Board of Directors

By: _____

President

Treasurer

Chair of the Board of Directors

Dated: _____

**CHEQUESSETT YACHT
AND COUNTRY CLUB TRUST**

As authorized and voted at a duly convened
meeting of the Trustees

By: _____

Trustee

Trustee

Dated: _____

APPENDIX A: CYCC Contingency Plan (“Contingency Plan”)²

This Appendix A memorializes key understandings and expectations between the Town and CYCC concerning the construction and operation of the Project and describes in detail the protocols that would apply to the Project if the Project does not receive necessary permits or funding to complete the Flood Mitigation Work and Compatibility Work on CYCC’s Property before commencing tidal restoration in the main Herring River basin (as set forth in Agreement Section 6). The Town and CYCC agree to pursue the steps below to the extent permissible under Project governance documents, but recognize that other entities (including but not limited to the Cape Cod National Seashore) may exercise control over structures or decisions discussed below.

1. Importance of Adaptive Management and the CYCC Contingency Plan

An adaptive management process is a keystone of the Project and is described in depth in Appendix C of the FEIS/FEIR and prospectively in permit applications to the Cape Cod Commission and other agencies. Appendix C of the FEIS/FEIR states that one of the fundamental objectives of the Project is the elimination and minimization of potential adverse impacts to private property, including the CYCC Property. This Contingency Plan is intended to protect CYCC from potential adverse impacts under a scenario where the Flood Mitigation Work and Compatibility Work cannot be undertaken.

2. Key Elements of the Contingency Plan and Operation of the Project

CYCC acknowledges that the Project is still developing a detailed framework and protocol for the adaptive management process, including its application to the CYCC Property. The Town and CYCC agree that the following measures are foundational, establishing a baseline for the Project, and will be operative as the Project is implemented:

a. Tide Gate Management Protocols. The Herring River Executive Council is responsible for “modifying or altering Project infrastructure water control structure openings.” As a member of the HREC, the Town will advocate for the adoption of tide gate management policies that are consistent with the terms of this Contingency Plan.

b. Timing. The Contingency Plan measures described in this Contingency Plan shall be in place prior to any potential impact from Phase 1 tidal restoration on the CYCC Property (i.e. based on project monitoring and/or project modeling of surface and/or groundwater indicating that the portions of the CYCC Property for which mitigation is proposed would potentially experience project-caused impacts from Phase 1).

c. Mill Creek. The Mill Creek water control structure tide gates will only be opened to initiate tidal restoration in that sub-basin after all necessary mitigation measures, including the golf course flood prevention work, have been implemented to prevent adverse impacts to CYCC. Under the contingency scenario, the Mill Creek water control structure tide gates will be

² This Contingency Plan Appendix A incorporates by reference all defined terms in the Agreement.

constructed and managed to allow drainage only and to prevent any tidal flow into the Mill Creek sub-basin. In addition, Class 1 actions include clearing of channels on property owned by CYCC and Cape Cod National Seashore to improve drainage in Mill Creek.

d. Monitoring. The Town, will develop a robust monitoring program, in cooperation with Project Partner Agencies as necessary, before any changes to tide range in the Herring River are implemented, capable of determining changes to tide range in the Herring River and seasonal variations in groundwater on the CYCC Property that are attributable to the Project. Project Partner Agencies have already initiated multi-year groundwater monitoring with U.S. Geological Survey to establish the range of baseline groundwater levels prior to initiation of restoration.

e. Operation. Once restoration of tidal flow in the Herring River basin has begun, if the monitoring program indicates that increasing tide range in the Herring River would result in groundwater increases on CYCC Property approaching predetermined baseline groundwater levels, the Town will coordinate with Project Partner Agencies to proactively evaluate and employ measures intended to prevent Project-related changes to groundwater from exceeding the baseline range. Monitoring data would be examined to determine actions that could allow increases to Herring River tide range while preventing adverse effects on the CYCC Property related to the Project. These actions, if necessary, could include adjusting the CNR and/or Mill Creek tide control structures to reduce Herring River mean water levels and maintain Mill Creek groundwater to within the baseline range, cleaning out trapped sediment from the sub-basin channel network to increase drainage, or improving drainage in Mill Creek.

The Town will, in coordination with Project Partner Agencies as necessary, ensure that (1) pre-construction activities (e.g., groundwater monitoring) will be undertaken with CYCC's cooperation, input and agreement, and (2) copies of all relevant reports (e.g., those describing measurements of groundwater and surface water elevations) will be provided to CYCC within fourteen (14) days.

f. Pump on CYCC Property to Manage Surface Water Levels in Mill Creek Sub-basin. If the Parties agree that completion of the Flood Mitigation Work and Compatibility Work is infeasible due to a lack of financing or permitting constraints, the Town will work with Project Partner Agencies to design, permit, fund and install a pump system designed to (1) augment drainage during major precipitation events, (2) prevent any project-caused damage to CYCC's golf course, and (3) maintain appropriate wetland hydrology. The pump will only be installed in this instance; it is not a part of the Flood Mitigation Work and Compatibility Work. If ultimately needed, the design of the pump system will be developed with input from CYCC and in compliance with permit conditions. The following parameters reflect a pump system capable of removing water in severe storm/rain conditions when high tides could temporarily limit freshwater drainage through the tide gates:

- i. Two pumps, including intake and discharge culverts, will be located on CYCC property near the Old Mill dike west of Hole 6. Water will discharge downstream from the new Mill Creek structure at the CYCC/NPS property line.
- ii. CYCC will have full access and control of the pumps with responsibility for operation and maintenance. The pumps will be designed to maintain water level in Mill Creek at 1.0ft NAVD88. Restrictions on seasonal use or frequency of pump operations will not be proposed by the Project.
- iii. The two pumps will be capable of removing a combined 9,000 gallons per minute, which exceeds the drainage capacity that would be needed for any previously recorded storm event.

g. Regulatory Approvals.

To ensure that impact prevention measures are effective and enforceable, for permit applications for which the Town is an applicant or co-applicant for work concerning CYCC, the Town will propose that the Adaptive Management Plan incorporate detailed conditions concerning hydrological monitoring and management in the Mill Creek sub-basin.

h. Initial Tide Gate Setting of CNR and Mill Creek Water Control Structures.

Consistent with the description set forth in Section 2, the Mill Creek water control structure will be completed and operational before tidal restoration begins, i.e., before tide gates at the Chequessett Neck Road bridge are configured to allow more tidal flow in and out of the Herring River system than occurs under current conditions. In the event that the Contingency Plan is not completed when tidal restoration begins, the tide gates on the Mill Creek water control structure will be closed to incoming tides. Freshwater will be able to drain out of Mill Creek through the tide gates. The Parties agree that the tide gates, in combination with the removal of vegetation and clearing of channels in Mill Creek and on CYCC property, will protect CYCC from inflowing tidal water and also improve Mill Creek drainage over current conditions experienced by CYCC.

Water control structures at the CNR bridge will be set initially in a position such that maximum water surface elevations in the main Herring River basin do not exceed pre-restoration conditions. The CNR bridge water control structures will be maintained at this initial setting for a minimum of one month, after which the Town and Project Partner Agencies may change the water control structure settings to increase water levels above pre-restoration conditions.

The Town agrees to provide CYCC with regular monitoring data so that CYCC can confirm that operation of the CNR Dike Tide Gates is proceeding in the manner anticipated by the Project Partner Agencies, including, but not limited to, with respect to groundwater. If CYCC determines from its own review of that monitoring data that the Project may be creating unanticipated impacts on the CYCC Property with respect to groundwater, it will notify the Town as soon as possible to discuss relevant data and conclusions, and proceed as appropriate.

i. CYCC Cooperation Regarding Monitoring Data and Access.

CYCC shall provide the Town and its designees access to the CYCC Property as required by and in accordance with this Agreement to administer the Project in accordance with the Contingency Plan, at reasonable times and upon reasonable notice, which access shall not unreasonably interfere with the operation of the CYCC Property. Under no such circumstance shall the Town or any agent of the Town be allowed to make any sort of alteration to the CYCC Property during their access.

j. CYCC Potential Objections, Challenges and Appeals.

If the contingent approach and Contingency Plan set forth in Section 6 and Appendix A are necessary, CYCC agrees that it will not object to permits or approvals that include the Contingency Plan. However, CYCC reserves all of its rights to object to, challenge, or appeal permits that: (a) differ from the Contingency Plan in ways that allegedly harm CYCC; or (b) or conditions that conflict with this Agreement or the Contingency Plan that allegedly harm CYCC.

k. Other Adaptive Management Measures and Further Refinement.

The Town will, coordinate with Project Partner Agencies as necessary to identify adaptive management actions that, if necessary, may be taken to prevent adverse effects to the CYCC Property related to changes in hydrologic conditions caused by the Project after the measures in this Contingency Plan are completed. Post-Contingency Plan adaptive management actions could include one or more of a variety of measures, such as:

- i. Reducing mean water levels in the main Herring River basin by modifying water control structure settings at the CNR Dike and/or the Mill Creek water control structure;
- ii. Improving drainage and lowering water levels in the Mill Creek sub-basin by increasing flow capacity of drainage channels; and
- iii. Improving drainage and lowering water levels in the Mill Creek sub-basin through the removal of phragmites and the use of additional pump(s).

The Town will, in coordination with Project Partner Agencies as necessary, develop further adaptive management strategies as necessary and appropriate to mitigate impacts to the CYCC Property. The above-cited adaptive management elements in Section 2(k)(i-iii) require further definition both as to substance and process.

Procedurally, in clarification of and in addition to the measures described in Section 2 above, the Town and CYCC agree:

- a. Pre-construction activities, e.g., groundwater monitoring and modeling, will be undertaken by the Town and Project Partner Agencies with CYCC's input and agreement.
- b. Copies of all relevant reports, e.g., those describing measurements of groundwater and surface water elevations, will be provided to CYCC within fourteen (14) days.
- c. Mitigation thresholds and any modifications thereto will be developed through a consultative process involving the Town, Project Partner Agencies, and CYCC, and established only with the agreement of all parties.
- d. This adaptive management plan will be included in the permitting documents submitted to various regulatory agencies.

3. Notice to CYCC.

The Town agrees to coordinate with the Herring River Executive Council to provide written notice (by email, with confirmation of delivery) to CYCC's general manager not later than thirty (30) days before any action is taken to increase the opening of the Chequessett Neck water control structures. In the case of an emergency situation, the Town shall coordinate with the Herring River Executive Council to provide notice as soon as possible.

APPENDIX B: Summary of Water Level References³

Water Level Term	Measurement	Significance
Extent of Phase 1 Restoration	Mean high tide level in the Lower Herring River Basin of 3.6 feet.	This water level represents the highest allocable annual mean high tide level in the Lower Herring River basin with full implementation of tidal restoration for Phase 1 of the Project.
Mitigation Level of Protection for CYCC Property	Water level of 6.36 feet NAVD 88 on the CYCC Property.	This 6.36-foot water level, based on a 100 year storm event, represents the modeled maximum mean water level associated with a storm of record event on the CYCC Property with the Mill Creek water control structures open 3 feet, and the CNR Dike water control structures open 10 feet high, under full Project restoration (beyond Phase 1). The Work on the CYCC Property has been designed to protect the CYCC Property up to this water level.

³ This Appendix B incorporates by reference all defined terms in the Agreement.

APPENDIX C: Cost Sharing for Flood Mitigation Work and Compatibility Work

The Project Partner Agencies have funded the engineering, design and permitting costs associated with golf course mitigation work as part of overall required mitigation planning for the Project. To date, design and permitting costs related to the golf course mitigation work exceed \$450,000. This work has generated permit level design plans to elevate the low golf course holes, and provide compatible renovation of the upland golf course holes and related features (as set forth in Cape Cod Commission DRI Application Appendix 8.H, attached hereto as Appendix D).

Under this agreement, the costs of constructing the golf course in accordance with Flood Mitigation Work and Compatibility Work will be shared among the parties as follows. These costs do not apply if the Contingency Plan must be implemented.

1. Flood Mitigation and Compatibility Work Cost.

Based on the above referenced golf course design plans, the design and engineering team of ESS and Maurer Associates estimates the total cost of constructing the proposed golf course renovation is \$5.1 million (2019 dollars). Costs are detailed on the spreadsheet incorporated into this Appendix titled, *CYCC Golf Course Construction Budget and Cost Allocation – 040820*. Assuming a 2022 construction start, 2019 costs are escalated at 4% per year for an adjusted cost of \$5.7 million. This assumes that the work would be bid as a private project.

2. Business Shutdown Costs.

Project funding will reimburse CYCC for any documented net operating loss incurred during golf course construction activity (the “Business Shutdown Costs”). The Business Shutdown Costs are estimated to be \$975,000 based on a financial model prepared by an independent third party expert, and to be updated with 2019 financial data to be provided by CYCC within thirty (30) days of the Effective Date of this Agreement and the results validated by both parties within thirty (30) days thereafter. The obligation to reimburse CYCC for Business Shutdown Costs is dependent on the ability of Project Partner Agencies to obtain grant funding for this purpose and on the ability of CYCC to provide documentation on costs as specified under this agreement.

3. Total Cost.

The total cost of the Flood Mitigation and Compatibility Work, plus Business Shutdown Costs, is estimated at \$6.7 million. (\$ 5.7 million + \$975,000 = \$6.7 million). This represents the total amount of funding the Town will seek for CYCC in this scenario. The Project bears 71% of total construction costs, or \$3.6 million (2019 dollars) adjusted to \$4 million (2022 dollars). CYCC assumes 29% of total construction costs, or \$1.4 million (2019 dollars) adjusted to \$1.6 million

(2022 dollars), as set forth in *CYCC Golf Course Construction Budget and Cost Allocation – 040820*.

4. Flood Mitigation Cost.

Subject to the availability of grant funding, the Town will seek \$4 million (2022) of the construction costs related to the golf course renovation work, as set forth in *CYCC Golf Course Construction Budget and Cost Allocation – 040820*.

5. Compatibility Cost and Cost of Fill.

The Parties will share the cost of the Mitigation and Compatibility Work as set forth in *CYCC Golf Course Construction Budget and Cost Allocation – 040820*. CYCC will contribute fill excavated from its property on the terms set forth in Section 5(b)(iv) of this Agreement. The fill excavated from CYCC property will be credited against the Club's cost obligation, as set forth in paragraph 3, as follows:

- **Fill for Offsite Work.** The Project requires up to 70,000 cyds for fill to elevate low roads outside of the CYCC Property. If not provided by CYCC, this fill would need to be purchased from another offsite source. The Project bears the cost of excavating and transporting the fill. The Project assigns a credit equal to 100% of the material value for 70,000 cyd of fill needed for offsite work. The material value of the fill in 2020 is \$10 per cyd, or \$11 per cyd in 2022, for a total of \$770,000 in 2022 dollars.
- **Fill for Onsite Work.** An estimated 180,000 cyds are needed to raise the low holes to a minimum of two feet above the fully restored MHWS elevation of 4.7 feet NAVD88. The Parties have agreed to this design elevation with input from the course design team, and this elevation is higher than the storm of record maximum tides. Approximated half of that amount (90,000 cyds) would elevate those holes so that they would no longer have a flooding problem under current conditions. The additional fill (another 90,000 cyds) needed to raise those holes above new tidal water levels is connected to the restoration. Therefore, the Project assigns a credit equal to 50% of the material value of the 180,000 cyds of fill at \$11 cyd or \$990,000 in 2022 dollars.

6. Changes to Cost Allocation Spreadsheet.

The Parties agree that the *CYCC Golf Course Construction Budget and Cost Allocation – 040820* spreadsheet may be updated as the Project seeks and obtains Project funds. If after the allocation schedule is finalized, costs increase, the Parties agree that they will each be responsible for any increased costs, consistent with the proportions reflected in *CYCC Golf Course Construction Budget and Cost Allocation – 040820* spreadsheet.

7. Taxes.

The Parties agree that CYCC is solely responsible for any tax liability that may be associated with work on the CYCC Property.

CYCC Golf Course Construction Budget and Cost Allocation - 040620

DESCRIPTION	Est. Quant.	Unit	Unit Price - Private	Total Private	Overall HRRP General Expense	Practice Fairway	HRRP				CYCC General Expense	Practice Fairway	CYCC					
							#6	#7	#8	#9			#1	#2	#3	#4	#5	
Golf Course Renovation Cost Allocation Split																		
Project Management - Construction (Passive/Non)	1.00	LS	62,000	62,000	34,100													
Initial Construction Support & Expenses (Main)	1.00	LS	65,000	65,000	35,750													
Permit Consulting Field Control, Staking & Expenses Split by hole per CP/Pr	1.00	LS	25,750	25,750	8,250													
Contract Performance Bond/Insurance 55% HRRP/45% CYCC	1.00	LS	16,000	16,000	5,250													
Groundwater Monitoring 55% HRRP/45% CYCC	1.00	LS	35,000	35,000	7,500													
Road Survey 100% HRRP	1.00	LS	7,500	7,500	8,300													
Construction Survey 55% HRRP/45% CYCC	1.00	LS	17,000	17,000	33,000													
Utilization 55% HRRP/45% CYCC	1.00	LS	60,000	60,000	2,500													
Design Control / Maint. 66% HRRP/34% CYCC	1.00	LS	5,000	5,000	29,700													
Drainage & Grading Road Road 100% HRRP	7,500.00	LF	6	45,000	18,800													
Clearing / Grubbing, Road Raising (excels only) 100% HRRP/5% will check	3.00	AC	8,200	18,600	83,700													
Fill Excavation & Haul 100% HRRP	13.50	AC	8,200	83,700	650,000													
Site Work, Connection, Rough Shaping 60.31% split	100.00	CY	4	60,000	115,000													
Finish and Final Shaping Split by hole per C/P areas	14.00	AC	2,000	28,000	28,000													
Drainage Structures & Winter Protection 100% HRRP	1.00	LS	1,161,500	1,161,500	85,000													
Base Irrigation System Installation, pipe, valves & field control split by hole per C/P areas	1.00	LS	100,000	100,000	65,000													
New Groundwater Supply 55% HRRP/45% CYCC	1.00	LS	60,000	60,000	33,000													
Pond Liner installed and anchored 55% HRRP/45% CYCC	1.00	LS	110,000	110,000	60,500													
New Vertical Turbine pump, Station 55% HRRP/45% CYCC	1.00	LS	50,000	50,000	27,000													
New Pumphouse, Intake, Wet Well, Power service 55% HRRP/45% CYCC	1.00	LS	40,000	40,000	22,000													
3-Phase Main Power 55% HRRP/45% CYCC	1.00	LS	300	4,500														
Cart Path Re-development (4' recycled concrete) Split by hole by C/P areas	6,500.00	LF	14	118,000	4,500													
Fairway Feature Development Split by hole by C/P areas	12.5	AC	950	11,675	5,650													
Green Contribution Split by hole by C/P areas	45,801.00	SF	6	274,806	1,896													
Tree Contribution Split by hole by C/P areas	68,209.00	SF	3	187,822	27,481													
Underlayment & Drainage Split by hole by C/P areas	2,700.00	SF	2	41,250	18,782													
Underlayment Installation Split by hole by C/P areas	2,700.00	T	25	68,750	4,125													
Regulation Station Split by hole by C/P areas	1.00	LS	75,000	75,000	12,500													
Spot Bed Preparation Split by hole by C/P areas	28.06	AC	2,200	61,732	250													
Spot Bed Preparation Split by hole by C/P areas	70,000.00	SF	1	50,400	5,040													
Grass - Green & Tee Split by C/P areas	2.62	AC	2,800	7,335	734													
Grass - Fairways & Rough Split by hole by C/P areas	25.44	AC	3,500	82,680	734													
Mulching Split by hole by C/P areas	28	AC	3,800	105,400	13,760													
Creek Drainage Improvement 100% HRRP	611	CY	40	24,650	6,170													
Minor Bridges (3) 100% HRRP	1	LS	20,500	20,500	67,500													
Marsh Reclamation (Swimming & Management Actions) 100% HRRP	1	LS	60,000	60,000	67,500													
Out of Play Proliferator & Shrub Planting Split by hole by C/P areas	0.5	AC	3,650	34,675	3,653													
Contingency 15%				4,255,768	3,853													
Sub Total				1,250,700	216,956	333,955	384,555	273,355	340,855	250,760	338,100	145,704	172,314	190,955	235,517	135,017	3,853	
Golf Course Renovation Total (2018)				2,251,128	29,132	89,230	69,204	61,354	46,767	61,038	28,137	31,188	34,188	42,333	24,103	24,103		
Escalate 2018 to 2022*				1,473,028	394,067	453,175	322,539	322,539	492,309	306,917	400,139	171,344	209,132	223,338	261,681	195,371		
Total CYCC				1,669,104	443,272	810,439	352,838	452,431	344,739	456,101	182,733	235,223	253,079	310,694	310,694	179,214		
Notes: (1) 4% Inflation per year was used to determine 2022 dollars				5,067,192	2019 \$	3,499,864	2019 \$	71%	71%	1,448,781	2019 \$	1,448,781	2019 \$	2019 \$	2019 \$	2019 \$		
(2) Does not include \$450,000 in design & permitting costs funded by the Project				5,698,654	2022 \$	4,049,132	2022 \$	71%	71%	1,627,342	2022 \$	1,627,342	2022 \$	2022 \$	2022 \$	2022 \$		
(3) Cost estimates may change due to design refinements																		

Notes: (1) 4% Inflation per year was used to determine 2022 dollars
 (2) Does not include \$450,000 in design & permitting costs funded by the Project
 (3) Cost estimates may change due to design refinements

APPENDIX D

Cape Cod Commission DRI Application Appendix 8.H



SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: February 9, 2021

VI

Business – G

REQUESTED BY:	Board Member Curley
DESIRED ACTION:	Approve to change the number of members on the Commission of Disabilities to five members
PROPOSED MOTION:	I move to approve the number of members on the Commission of Disabilities to five members.
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____

Part I ADMINISTRATION OF THE GOVERNMENT

Title VII CITIES, TOWNS AND DISTRICTS

Chapter 40 POWERS AND DUTIES OF CITIES AND TOWNS

Section 8J DISABILITY COMMISSION; POWERS AND DUTIES; MEMBERS;
TERMS

Section 8J. A city which accepts the provisions of this section by vote of its city council, subject to the provisions of its charter, or a town which accepts the provisions of this section at an annual or special town meeting, may establish a commission on disability, hereinafter called the commission, to cause the full integration and participation of people with disabilities in such city or town. Such commission shall (1) research local problems of people with disabilities; (2) advise and assist municipal officials and employees in ensuring compliance with state and federal laws and regulations that affect people with disabilities; (3) coordinate or carry out programs designed to meet the problems of people with disabilities in coordination with programs of the Massachusetts office on disability; (4) review and make recommendations about policies, procedures, services, activities and facilities of departments, boards and agencies of said city or town as they affect people with disabilities; (5) provide information, referrals, guidance and technical assistance to

individuals, public agencies, businesses and organizations in all matters pertaining to disability; (6) coordinate activities of other local groups organized for similar purposes.

Said commission shall keep records of its meetings and actions and shall file an annual report which shall be printed in the city or town annual report and shall have at least ten meetings annually.

Said commission shall consist of not less than 5 and not more than 13 members. In cities, the members shall be appointed by the mayor, subject to the provisions of the city charter except that in cities having a Plan D or Plan E form of government said appointments shall be by the city manager, subject to the provisions of the charter, and in towns they shall be appointed by the selectmen, except towns having a town manager form of government, in which towns appointments shall be made by the town manager, subject to the approval of the selectmen and except towns having a town council form of government, the town manager. A majority of said commission members shall consist of people with disabilities, one member shall be a member of the immediate family of a person with a disability and one member of said commission shall be either an elected or appointed official of that city or town. The terms of the first members of said commission shall be for one, two or three years, and so arranged that the term of one-third of the members expires each year, and their successor shall be appointed for terms of three years each. Any member of said commission may, after a public hearing, if so requested, be removed for cause by the appointing authority. A vacancy occurring otherwise than by expiration of a term shall be filled for the unexpired term in the same manner as an original appointment. The chairperson and other officers shall be chosen by a majority vote of said commission members.

Said commission may receive gifts of property, both real and personal, in the name of the city or town, subject to the approval of the city council in a city or the board of selectmen in a town, such gifts to be managed and controlled by said commission for the purposes of this section.



SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: February 9, 2021

VI

Business – H

REQUESTED BY:	Open Space Committee
DESIRED ACTION:	To approve the article to transfer care, custody, management, and control of three properties Map 28, Parcels 80, 82, 239 for purposes of Open Space Conservation or to do or act anything thereon.
PROPOSED MOTION:	I move to approve the article presented to the selectboard by the open space committee to be placed as a town meeting article
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____

Open Space Article for 2021 Town Meeting - Indian Neck

To see if the Town will vote to transfer care, custody, management and control of three properties shown on Assessor's Map 28 - Parcels 80, 82, and 239 for purposes of open space conservation or to do or act anything thereon.

All are properties just south of the Indian Neck Beach parking area at the end of Nauset Road. All parcels are within the Areas of Critical Environmental Concern (ACEC), contain areas of NHESP Estimated Habitats of Rare Wildlife and Priority Habitats of Rare Species, and are within the FEMA Flood Zone.

Parcel 82 is a 4.73 acre beach and dune property on the west side of Nauset Road and lies between Town Conservation land to the south and a Wellfleet Conservation Trust property to the north.

Parcel 80 is a 9.64 acre property - 8.43 upland and 1.21 lowlands on the east side of Nauset Road, and abuts the Chipman's Cove marsh on the east.

Parcel 239 is a 12.56 acre tidal flats and marsh lot in Chipman's Cove to the east of Parcel 80.



SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: February 9, 2021

VI

Business – I

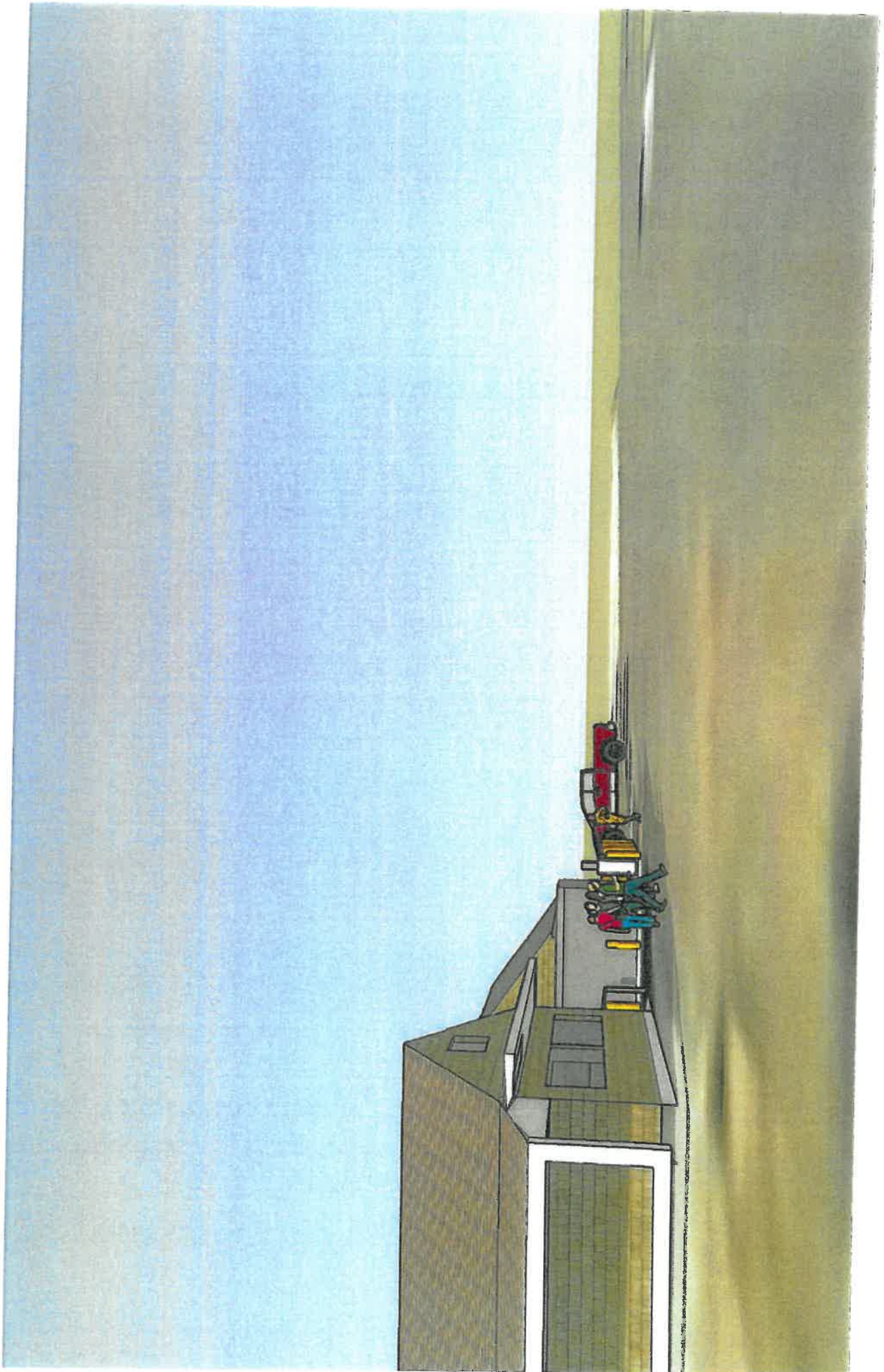
REQUESTED BY:	Daniel Robbins/Will Sullivan
DESIRED ACTION:	Approve the Wellfleet Fuel tank System and its location
PROPOSED MOTION:	I move to approve the Fuel Tank System and its location at the pier
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____



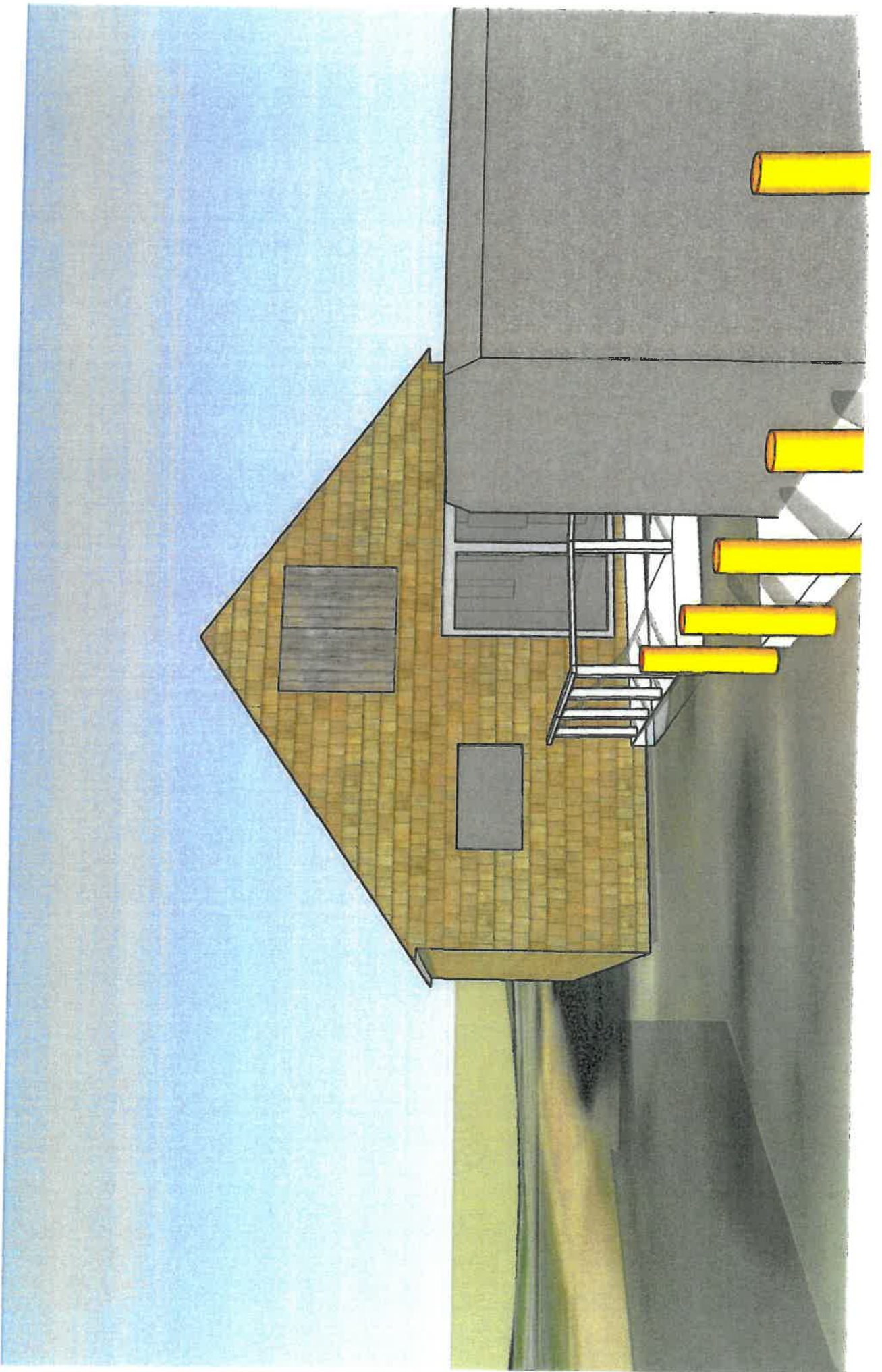






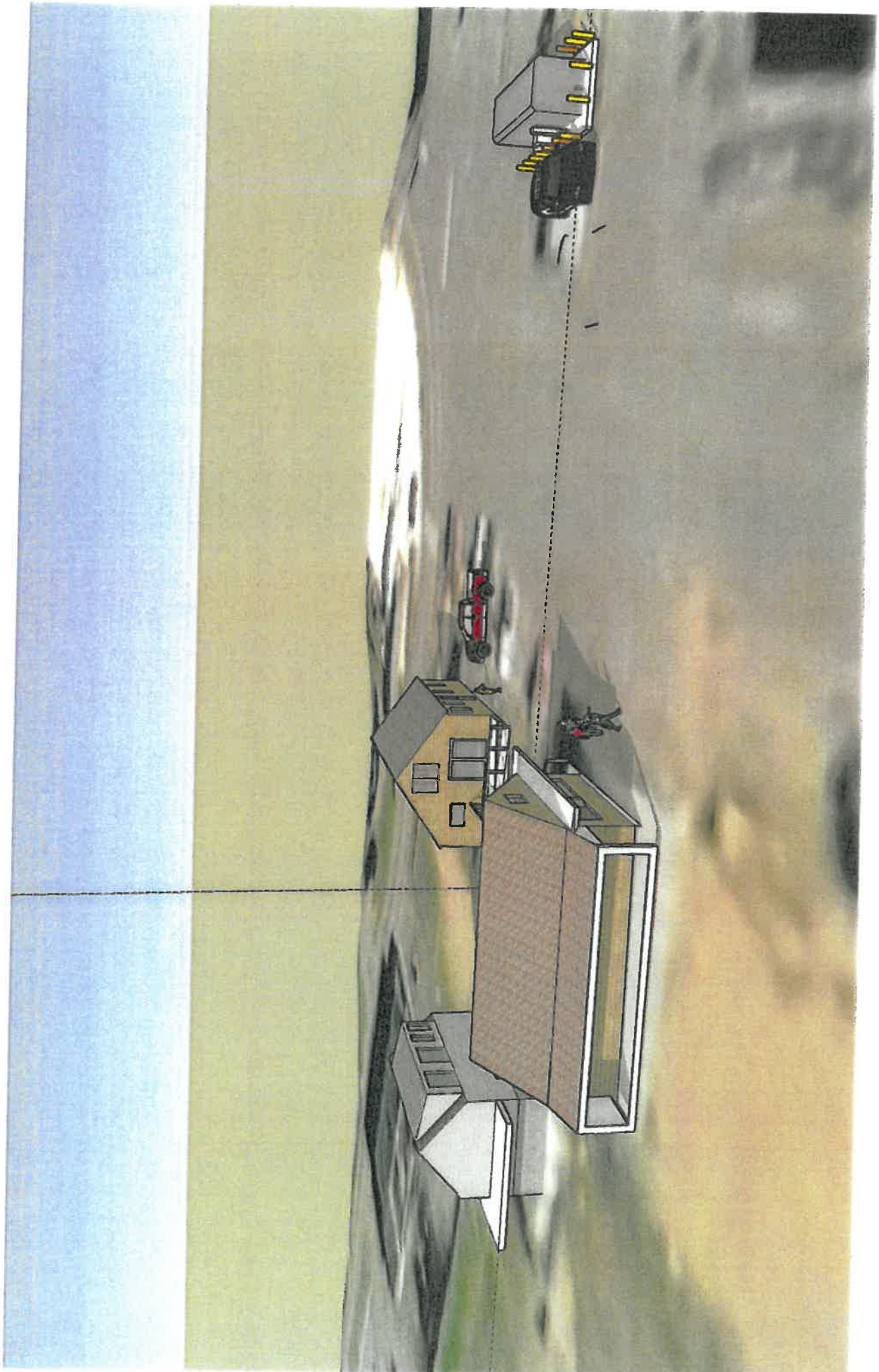


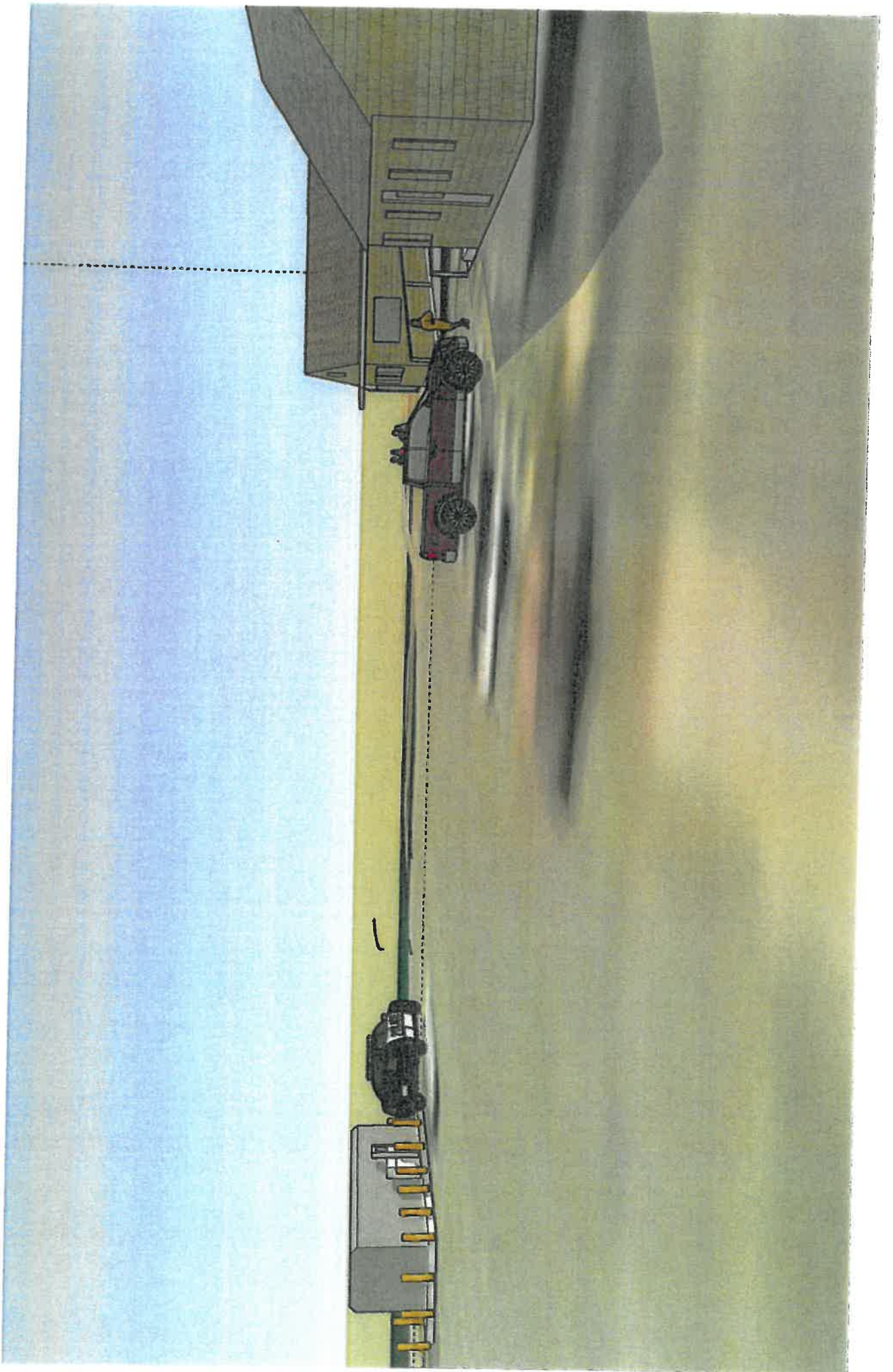


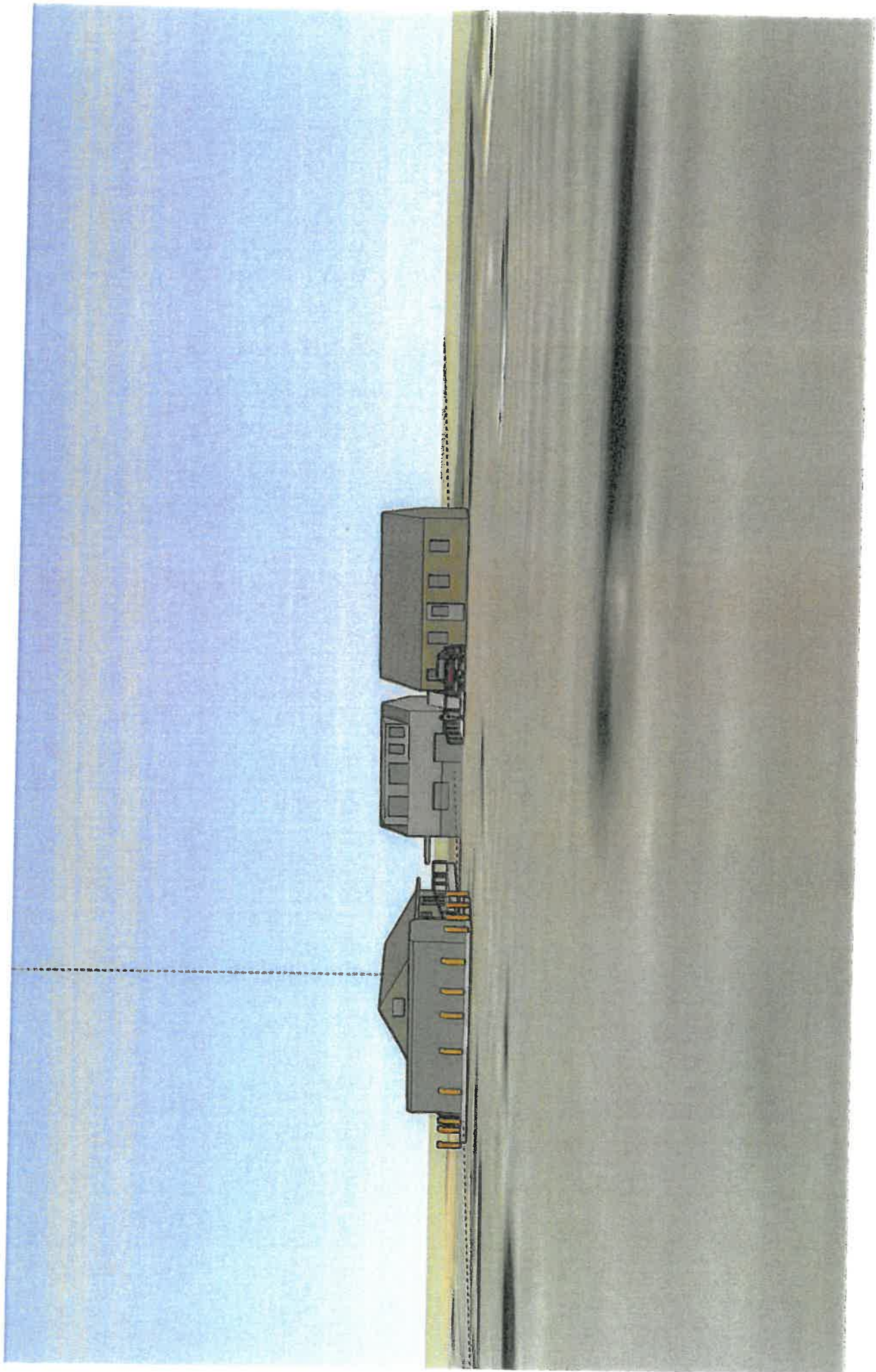


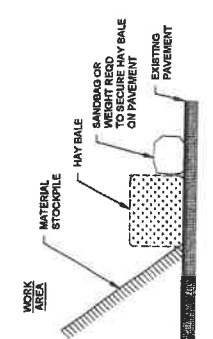
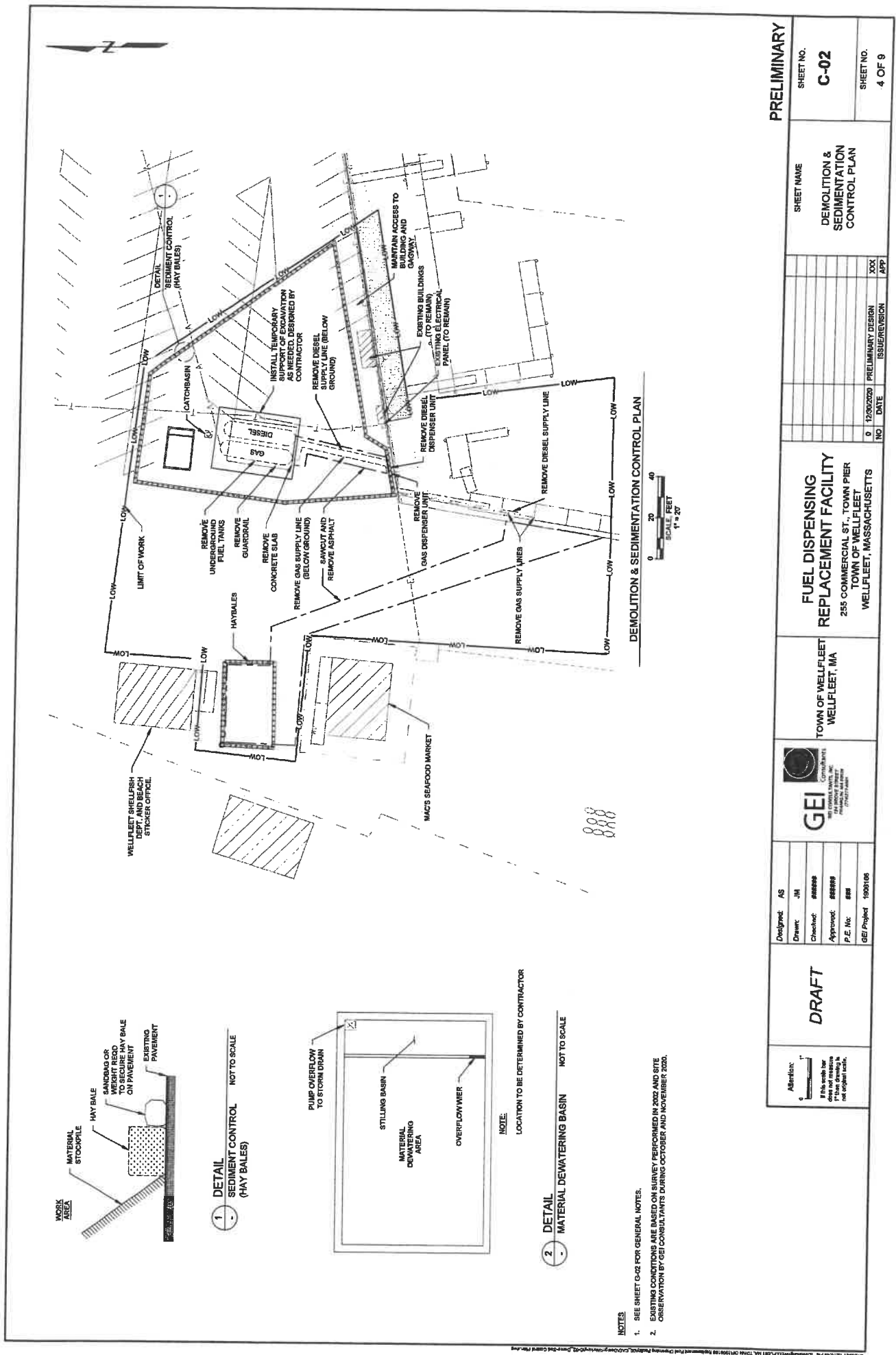




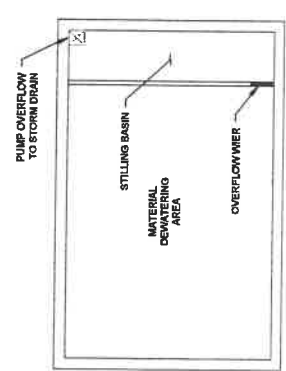








1 DETAIL SEDIMENT CONTROL (HAY BALES)
NOT TO SCALE



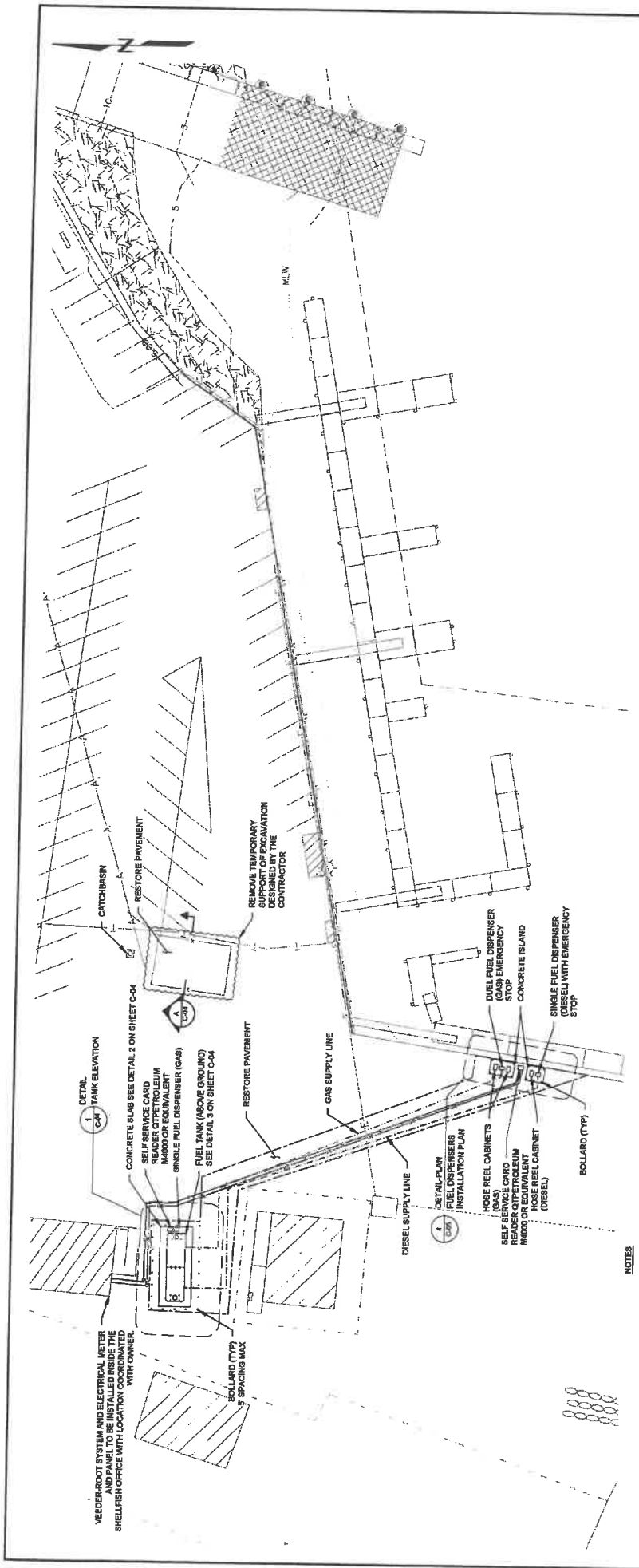
2 DETAIL MATERIAL DEWATERING BASIN
NOT TO SCALE

NOTES

- SEE SHEET C-02 FOR GENERAL NOTES.
- EXISTING CONDITIONS ARE BASED ON SURVEY PERFORMED IN 2002 AND SITE OBSERVATION BY G&I CONSULTANTS DURING OCTOBER AND NOVEMBER 2020.

PRELIMINARY	
SHEET NO. C-02	SHEET NO. 4 OF 9
DEMOLITION & SEDIMENTATION CONTROL PLAN	
FUEL DISPENSING FACILITY REPLACEMENT FACILITY	
285 COMMERCIAL ST., TOWN PIER TOWN OF WELFLEET WELFLEET, MASSACHUSETTS	
NO. 0	DATE 12/20/20
XXX	ISSUE/REVISION
APP	PRELIMINARY DESIGN

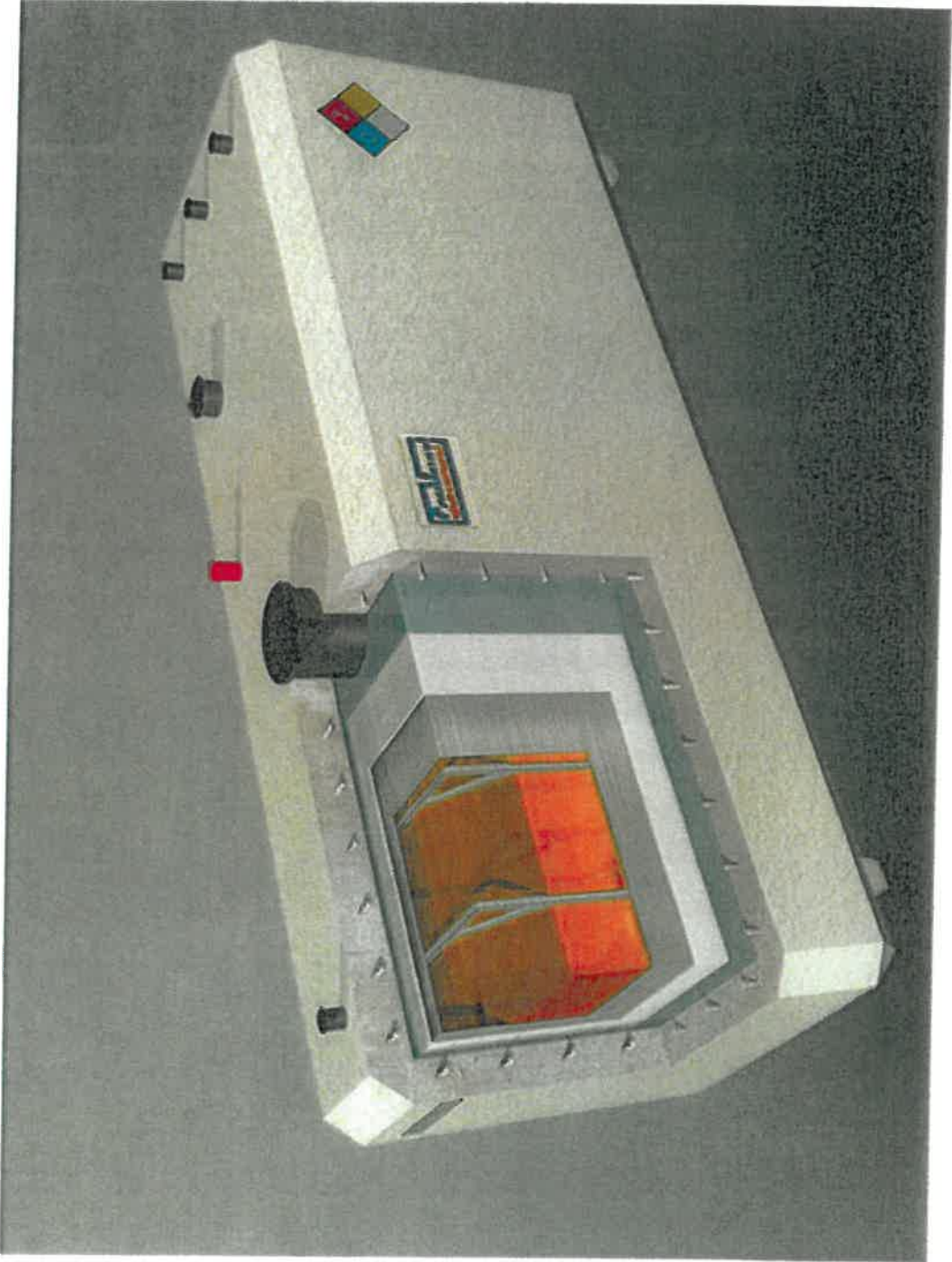
GEI Geotechnical Engineers, Inc. Professional Seal	Designated: AS	Drafted: JH	Checked: #000000	Approved: #000000	P.E. No: 888	GEI / Project: 1900108
	DRAFT					
<p>TOWN OF WELFLEET, MA</p> <p>WELFLEET, MA</p>						



FUEL SYSTEM UPGRADE PLAN
 1" = 20'
 SCALE, FEET

- NOTES**
- SEE SHEET C-02 FOR GENERAL NOTES.
 - EXISTING CONDITIONS ARE BASED ON SURVEY PERFORMED IN 2002 AND SITE OBSERVATIONS BY G&E CONSULTANTS DURING OCTOBER AND NOVEMBER 2020.

Attention: If this work has been checked by the engineer, it is not original work.	DRAFT	Designer: AS Drawn: JM Checked: #888888 Approved: #888888 P. E. No: #888888 G&E Project 1906109		TOWN OF WELFLEET WELFLEET, MA	FUEL DISPENSING REPLACEMENT FACILITY 255 COMMERCIAL ST., TOWN PIER WELFLEET, MASSACHUSETTS	SHEET NAME FUEL SYSTEM UPGRADE PLAN	SHEET NO. C-03
		PRELIMINARY DESIGN NO. DATE 0 12/20/2020	ISSUE/REVISION NO. DATE 000 APP	SHEET NO. 5 OF 9	PRELIMINARY		





Tank Level History Report

Created on UTC: 3/26/2019 3:22:21 PM
 Terminal: 141000-DANSTEST Tank: JNA
 Per Site: Desk From: 12:00:00 AM To: 3/26/2019 11:59:59 PM
 Start Date: 3/26/2019

Activity Date	Measurements	Fuel Received	Transactions	Volume Level	Disp	Loss
3/26/2019 9:06:43 AM			12.500	13456.270		
3/26/2019 9:04:45 AM			24.000	13468.270		
3/26/2019 9:00:53 AM			2.500	13492.770		
3/26/2019 8:06:03 AM			1.800	13485.270		
3/26/2019 8:58:03 AM			2.900	13497.070		
3/26/2019 8:00:00 AM	13500.000			13500.000		
3/26/2019 7:00:00 AM		3000.000		13600.220		
3/15/2019 8:44:43 AM			0.200	10109.220		
3/20/2019 4:59:50 PM			0.400	10109.430		
3/20/2019 11:47:03 AM			0.300	10109.830		
3/20/2019 11:45:35 AM			0.390	10110.210		
3/20/2019 11:39:03 AM			0.370	10110.600		
3/20/2019 11:33:56 AM			0.500	10111.070		
3/20/2019 11:05:41 AM			0.810	10111.870		
3/20/2019 10:38:48 AM			0.800	10142.180		
3/20/2019 10:28:12 AM			0.000	10143.080		
3/20/2019 10:23:30 AM			0.600	10143.040		
3/18/2019 9:48:03 AM			0.040	10143.700		
3/18/2019 9:47:31 AM			0.500	10144.400		

Sales Summarized by Card Type

Site: Desk Created on UTC: 3/26/2019 3:22:21 PM
 Terminal: 141000-DANSTEST Start Date: 3/26/2019 End Date: 3/26/2019

Card Type	Total Amount	Total Units	Total Count
AirCard	\$12.20	4.200	2
Proximity	\$151.53	59.430	3

Running Totals	Number of Sales: 5	Sales Total: \$163.73	Units Total: 43.730
-----------------------	---------------------------	------------------------------	----------------------------

Date	Project #	Station	Card Number
3/26/2019	100006	Chase	127431802
3/26/2019	100006	Chase	100000000000928
3/26/2019	100006	Chase	10000000000005002
3/26/2019	100001	Chase	127431802
3/26/2019	100002	Chase	127431802
3/26/2019			

Running Totals	Number of Sales: 5	Sales Total
-----------------------	---------------------------	--------------------

Siteminder Fuel Management software

Wellfleet Marina Fuel System Replacement
Preliminary Design Cost Estimate
2/3/2021

Item	Estimated Total
Site Prep	\$ 17,500.00
Removal of Existing Fuel Storage Tank	\$ 99,000.00
Installation of Above Ground Fuel Tank	\$ 98,500.00
Self Pay Fuel Management System	\$ 32,500.00
Verder Monitoring System	\$ 35,500.00
Product Handling	\$ 65,500.00
<i>Subtotal</i>	<i>\$ 348,500.00</i>
Mobilization	\$ 35,000.00
Contingency (20%)	\$ 77,000.00
Final Estimated Construction Cost	\$ 460,500.00
Annual Costs for Fuel Management System	\$ 1,500.00
Estimated Engineering Costs	
Regulatory Applications	\$ 8,985.00
Construction Phase	\$ 25,000.00



SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: February 9, 2021

VIII

TOWN ADMINISTRATOR REPORT

This report is for the period January 22, 2021 through February 5, 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.
- As of February 5, a new Massachusetts Vaccine Scheduling Resource Line has been established. By dialing 211, individuals 75 and older who do not have internet access or who are having difficulty with the online scheduling process can dial 211 to speak to a representative on the phone to get assistance with obtaining an appointment for a Covid-19 Vaccination at a MA Vaccination site in the Commonwealth. If no appointments are available callers will be placed on a call back list and will be called on a first come first served basis.

2. Fiscal Matters

- 36 1099s were issued by the February 1, 2021 IRS date. As a part of the vendor audit, W9s are actively being requested for identified vendors. The Accounting Department will be issuing a 1099 correction file to include other vendors meeting the \$600 threshold during calendar year 2020.
- The Accounting Department enrolled the Town of Wellfleet in the IRS Fire system and processed the 1099 submission electronically. The site processes combined state and federal 1099 data annually, if the entity is properly registered.
- A New Vendor Authorization procedure was issued to all Department Heads. This process will protect the Town moving forward from the present vendor list issues Accounting is working to improve. It requires a form to be completed and a valid W9 to be collected prior to any vendor being approved by the Town.
- The Treasurer was able to provide Harpers Payroll the data necessary to implement the new Town of Wellfleet employee portal. The portal has gone live, offering employees the opportunity to register and view paystubs and
-



SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: February 9, 2021

VIII

-
- W2s. Both Accounting and Treasury are thrilled to offer this option to employees, and we will continue to work with individuals during the implementation period.
- The FY 2019/2020 audit begins on Monday, 2/8/2021. Requested documentation, while voluminous, is steadily being uploaded into a secure portal. Accounting has communicated to Powers & Sullivan its desire to have a truly thorough audit, documenting any and all deficiencies against best practices and Town of Wellfleet policy. 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 Monday, 2/1/2021 Accounting received a correspondence from the IRS notifying the Town it has been selected for an audit of 2018.
3. Meetings – Most meetings are via conference call/Zoom
- January 27-AT&T-request for use of pole near Newcomb Hollow Beach
 - January 27- FinCom-review of proposed budget for DPW & Wastewater
 - February 2-Emergency Management Team Meeting
 - February 4-Wellfleet Chamber of Commerce-meet & greet
4. Personnel Matters:
- The Assistant Town Clerk, Committee Secretary to the planning Board, Board of Water Commissioners, Finance Committee, and Board of Health, Water Clerk position has been posted internally and externally.
 - Interviews for the Harbormaster position are being scheduled.
 - Interviews for the Assistant Town Administrator position has been conducted.



SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: February 9, 2021

IX

TOPICS FOR FUTURE AGENDAS

Requested by:	Topic:	Requested to be on:
Board Member Wilson	Discussion on having a resident only beach for summer 2021	No specific date was given
Board Member Reinhart	Department Head Work Meetings with the Selectboard to understand more of what is happening throughout the town.	No specific date was given but would like to start soon
Chair DeVasto	Discussion on The Right to Farm	No specific date was given
Board Member Wilson	Meeting with DOR to find out the status of the bike trail	As soon as a meeting could be set up



SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: February 9, 2021

X

CORRESPONDENCE AND VACANCY REPORTS

- **Email from Jude Ahern regarding Carolyn Murry from KP Law**

Rebekah Eldridge

From: Jude <jude@judeahern.com>
Sent: Thursday, February 4, 2021 1:36 PM
To: Board of Selectmen
Subject: McKinsey Settles for \$573 Million Over Role in Opioid Crisis - The New York Times

Dear Selectboard:

Does this influence the work Carolyn Murray is doing for KP Law to try to wrestle from the State these funds after having researched and quantified Wellfleet's cost of dealing with the opioid crisis? As some of you should recall, she appeared before you early last year or late 2019 to present her plan. I'd like an update please thank you.

Sincerely,

Jude

<https://www.nytimes.com/2021/02/03/business/mckinsey-opioids-settlement.html>

Sent from my iPhone

Rebekah Eldridge

From: Jude <jude@judeahern.com>
Sent: Thursday, February 4, 2021 2:08 PM
To: Board of Selectmen
Subject: Wellfleet joins opioid lawsuit - News - Wicked Local Wellfleet - Wellfleet, MA

It was early March 2019. Her research is public record of course.

<https://wellfleet.wickedlocal.com/news/20190321/wellfleet-joins-opioid-lawsuit>

Sent from my iPhone

Date: February 4, 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 7 Members)

Vacant Positions	Appointing Authority	Length of Term
5 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
2 Positions	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
2 Vacancies	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 Position	Board of Selectmen	2 years
1 Alternate Position		

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: February 9, 2021

XI

MINUTES

REQUESTED BY:	Executive Assistant
DESIRED ACTION:	Approval of meeting minutes for January 26, 2021
PROPOSED MOTION:	I move to approve the minutes of January 26, 2021 as printed in draft.
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	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; 6PM 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 6:01pm

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 made an announcement that the public works department has 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 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 member of the town when that person went into cardiac arrest.
- 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 are 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

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; and it was voted unanimously to approve all Common Victualler Licenses as listed except for Moby Dick's; 5-0

Board Member Reinhart moved, Board member Curley seconded; and 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; and 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; and 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; and 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 solar panels are in at the transfer station and have been. The connection to begin supplying electricity is being held up in land court. She explained it was a clerical error made back in the 1950's. She stated that the lease with Eversource enables the project to move forward and get poles up. The lease has been reviewed by the town's counsel. The easement is still waiting for the court's decision, so they can get the panels online.

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 gave information on the policy that hadn't been updated in a while. He made changes to the policy and presented it to the Board. He went into detail about having the town's police cars become electric and concerns that were raised about the cost. Wilson gave some feedback on the policy and discussed what some Department Heads comments were about moving towards fuel efficient vehicles. They agreed to make a few changes in the policy. 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.

Board Member Wilson moved, 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 vehicles become commercially available and practicable at the end of the first paragraph. 5-0

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

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 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 the 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 30th vote is only to approve the building project, a separate vote will be taken on how the town will fund for the project. He believes this part of the vote can be on the town warrant for 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 30th 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 it 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. 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.

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

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- E. Open Space Committee's Charge and Purview – Curley
Board Member Curley asked to post pone 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 9th 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 what he is asking and to go into detail with his request. Aberdale informed the Board that the Harbor Dredging Project in Wellfleet is the largest Dredging project in the state of Massachusetts. He continued informing the Board that the expense with this project is high, and the need for more funds if great. He explained that the federal level is not allowing the committee to dredge area 2 because they believe this isn't a necessary dredge it is an improvement not a need. He explained that several years back they committee used a lobbyist to secure funds for this part of the 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 that 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.

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 only one Board member can be appointed to be the lead person on the investigation. Board Member Curley explained that a subcommittee could be subject to open meeting law violation. Chair DeVasto will be the lead Board member on the investigation and Board

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Member Curley will work with him on the investigation but not be a lead person. The Board discussed this further.

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 are giving information on the vaccine roll out. 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 29th.
 - 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 the she and Town Accountant Michaud are going through contracts and 1099's. She also informed the Board that they are working on payroll and making it an easier format. She updated the Board on the new hiring that the town will be doing 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 will continue 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**

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

The meeting adjourned at 9:45pm

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



SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: February 9, 2021

XII

ADJOURNMENT

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