



Wellfleet Selectboard

Note: Start Time of 7pm

The Wellfleet Selectboard will hold a public meeting on **Tuesday, May 14, 2019, at 7:00 p.m. at the Wellfleet Senior Center, 715 Old Kings Highway, Wellfleet, MA 02667.** *It is anticipated that the meeting will be recorded by the Town. Anyone else desiring to record the meeting may do so only after notifying the chair and may not interfere with the conduct of the meeting in doing so.*

I. Reorganization of the Board of Selectmen

II. 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.

III. Public Hearings

- A.** Application from Kevin Coakley for a Commercial Shellfish License.
- B.** Application from Gerald Auch for a Commercial Shellfish License.
- C.** Application from Mark Costa for a Commercial Shellfish License.
- D.** Application from Matthew Parent to renew shellfish grant license # 733 for a 4-year period to run concurrent with grant # 04-03
- E.** Application from Robert LaPointe to renew shellfish grant license # 01-02ext to expire April 6, 2024 to run concurrent with 2006-01 and 2006-01ext.
- F.** Application from The Bookstore and Restaurant to change the closing time from 1:00 am to 2:00 am.

IV. Town Meeting/Town Election Report and Discussion [Moderator Dan Silverman]

V. Licenses

- A. Bol Organic Acai Bowls – Business License**

VI. Appointments/Reappointments

- A. Energy Committee – Mary “Carol” Magenau**

VII. Use of Town Property

- A. Town Hall Lawn** from 8-11 am on May 27, 2019 – American Legion Post
- B. Swap Shop** from 8-3:30 pm on May 25, 2019 – Harriet Korim
- C. Town Hall Lawn** from 3:30-7:30 pm on July 21, 2019 – Rand Burkert

VIII. Business

- A.** Approval of June 8th, 2018 as “Piece of Peace Day in Wellfleet” Proclamation [Karen Pagano]
- B.** Celebration of May as Bike Month [Bike and Walkways Committee]
- C.** Certificate of Appreciation for Anwyn Davis-Beach Clean-up [Chair]
- D.** Approval of parking lot lease for 1120 Cahoon Hollow Road [TA]
- E.** Approval of new GPS point #5 to correct inaccuracy in current Shellfishing Policy and Regulations, Appendices B and C, and Approval of updating Appendix B Latitude and Longitude Coordinates from degrees (obsolete) to today’s standard of decimals. [Shellfish Constable]
- F.** Reappointment of Andrew Ryan as seasonal deputy shellfish constable[Shellfish Constable]

- G. Discussion of limits on marijuana dispensaries [Chair]
- H. Marijuana Host Community Agreement for The Old Bank [Zachary Ment]
- I. DCR Announcement Discussion [TA]
- J. Approve Eversource petition for conduit on Cahoon Hollow Road

IX. Selectboard Reports

X. Town Administrator's Report

XI. Topics for Future Discussion

XII. Correspondence and Vacancy Report

XIII. Minutes

- A. **March 19, 2019** – Work Meeting
- B. **March 21, 2019** – Work Meeting
- C. **March 26, 2019** – Regular Meeting
- D. **April 9, 2019** – Regular Meeting
- E. **April 22, 2019** – Regular Meeting

XIV. Adjournment



BOARD OF SELECTMEN

AGENDA ACTION REQUEST
Meeting Date: April 9, 2019

III

PUBLIC HEARINGS – A

REQUESTED BY:	Principal Clerk
DESIRED ACTION:	Approval of Commercial Shellfish License hardship exemption
PROPOSED MOTION:	I move to approve the commercial shellfish license hardship exemption for Kevin Coakley, per the Shellfish Constable's recommendation to the Board.
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____

TOWN OF WELFLEET
PUBLIC HEARING

In accordance with MGL Chapter 130 Section 52 and all applicable Wellfleet Shellfish Regulations, the Wellfleet Board of Selectmen will hold a public hearing on Tuesday, May 14, 2019 at 7:00 p.m. in the Wellfleet Council on Aging, to consider the following:

- application received April 8, 2019 from Kevin Coakley for a Commercial Shellfish License, per Section 6.1.4 of the Shellfish Policies and Regulations.
- Application received February 28, 2019 from Matthew Parent to renew shellfish grant license # 733 for a 4 year period to run concurrent with 04-03.

WELFLEET BOARD OF SELECTMEN

TOWN OF WELFLEET
PUBLIC HEARING

In accordance with MGL Chapter 130 Section 52 and all applicable Wellfleet Shellfish Regulations, the Wellfleet Board of Selectmen will hold a public hearing on Tuesday, May 14, 2019 at 7:00 p.m. in the Wellfleet Council on Aging, to consider the following:

- application received April 29, 2019 from Mark Costa for a Commercial Shellfish License, per Section 6.1.4 of the Shellfish Policies and Regulations.

WELFLEET BOARD OF SELECTMEN

Nancy Civetta

From: Mark Costa <markscosta2007@gmail.com>
Sent: Thursday, May 2, 2019 5:48 PM
To: Nancy Civetta
Subject: Re: FW: mark costa

Follow Up Flag: Follow up
Flag Status: Flagged

To the Shellfish Constables, the board of Selectmen, and the town of Wellfleet, I Mark S. Costa of 45 Pine ave, Wellfleet Ma. hereby request a hardship exemption to obtain a commercial shellfish permit to harvest for wholesale to local markets. Due to a loss of a rental that i had for the last ten years due to the deaths of Joseph Minarick Sr. and his son Joe Jr. and no possible rentals in wellfleet , i had to relocate my family to the closest place i could find which put me in S. Chatham. It was very tough on my 3 kids having been raised in wellfleet and educated at Wellfleet Elementary their whole lives leaving us in a state of unknown. After only 4 months of living in Chatham i was blessed with an opportunity from the Jeff Rose Family to move my kids back to their hometown and back to where they are most familiar. I make a supplemental income on the flats of wellfleet which helps me when construction or offshore fishing can't make ends meet i can at least work a tide and provide enough to feed and keep the bills paid. I don't make all my income on the flats maybe a 1/4 to a 1/3 of it , but it certainly allows me to provide something when there is lack from other trades. My record on the flats has been good over the last 7 years of having a commercial permit and with the help of our constables and friends in the community i was taught to harvest a select wild oyster product that is a favorite at local markets. One thing I've learned over the years on Wellfleet flats is that we work together side by side to harvest and build a reputation and product that is has all our names on it and something that can be called the best in the world. Please consider my case and i hope to be providing for my family and to the local markets the iconic wild harvested Wellfleet Oyster.

Thank you! Mark S. Costa

TOWN OF WELLFLEET
PUBLIC HEARING

In accordance with MGL Chapter 130 Section 52 and all applicable Wellfleet Shellfish Regulations, the Wellfleet Board of Selectmen will hold a public hearing on Tuesday, May 14, 2019 at 7:00 p.m. in the Wellfleet Council on Aging, to consider the following:

- application received April 16, 2019 from Gerald Auch for a Commercial Shellfish License, per Section 6.1.4 of the Shellfish Policies and Regulations.
- To renew shellfish grant license # 01-02ext, Robert LaPointe, to expire April 6, 2024 to run concurrent with 2006-01 and 2006-01ext.

WELLFLEET BOARD OF SELECTMEN



Wellfleet Shellfish Department



300 Main Street, Wellfleet, Massachusetts 02667

MEMORANDUM

DATE: May 7, 2019
TO: Town of Wellfleet Selectboard Members
RE: Applications received for commercial shellfishing permit hardship exemptions
from: Kevin Coakley, Gerald Auch and Mark Costa

Dear Selectboard Members:

Three people have come to you to request a hardship exemption because they missed applying for their commercial shellfishing permits by the January 31, 2019 deadline. Here are the specifications outlined in our Wellfleet Shellfishing Policy and Regulations:

REGULATION 6.1.4. Hardship Exemption

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

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

Following are the letters submitted from the three applicants. While I recognize that you have the authority to use discretion in granting these requests, I firmly support Mark Costa's request as meeting **all three** of the above conditions as outlined in his letter.

- 1) He had a housing situation that forced him to move out of Wellfleet and spoke with Asst. Shellfish Constable John Mankevetch about this in December.
- 2) He reports that between a quarter and a third of his income comes from shellfishing, and he needs that income to support his family.
- 3) He has held a permit for many years and has been part of the active shellfishermen in town. I see no adverse effect on other shellfishermen.

Gerald Auch and Kevin Coakley have also held permits for many years now, and I see no adverse effect on other shellfishermen; however, they don't meet the regulation requirements. You have and I respect your discretion and only ask that you consider the precedent. Thank you.

Nancy Civetta, Shellfish Constable

wellfleet-ma.gov/shellfish-department

Phone (508) 349-0325



Fax (508) 349-0305

6.1.4. Hardship Exemption

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

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

I forgot the due date
and I am applying for a hardship
I have had a license in town
for about 40 years

Gerald Auch

APR 16 2019

TOWN OF WELLFLEET
PUBLIC HEARING

In accordance with MGL Chapter 130 Section 52 and all applicable Wellfleet Shellfish Regulations, the Wellfleet Board of Selectmen will hold a public hearing on Tuesday, May 14, 2019 at 7:00 p.m. in the Wellfleet Council on Aging, to consider the following:

- application received April 16, 2019 from Gerald Auch for a Commercial Shellfish License, per Section 6.1.4 of the Shellfish Policies and Regulations.
- To renew shellfish grant license # 01-02ext, Robert LaPointe, to expire April 6, 2024 to run concurrent with 2006-01 and 2006-01 ext.

WELLFLEET BOARD OF SELECTMEN

April 3, 2019

Dear Selectboard,

My name is Kevin Coakley and I am requesting that my commercial shellfish license be renewed, as I missed the deadline for renewal. I have purchased a license for the last ten years and forgot to renew it this past January. My only excuse is that I had a lot on my mind and am getting older.

I am hoping you will allow me to renew the commercial license and in the future, I will renew in a timely fashion.

Sincerely,

A handwritten signature in cursive script, appearing to read "Kevin Coakley", with a long horizontal flourish extending to the right.

Kevin Coakley

APR - 8 2019

TOWN OF WELLFLEET

COMMERCIAL

SHELLFISH PERMIT

2018

#C0A85F

\$310.00

Name: COAKLEY KEVIN

Address: 65 OLD WHARF RD

Town: WELLFLEET

State: MA Zip: 02667

Eyes	Hair	Height	Weight	Date of Birth	Month	Day	Year
BRO	GRY	59	195	10	15	1957	



Date Issued
12/29/2017



Under the authority of Mass. General Law 130, Section 52, the Wellfleet Board of Selectmen do hereby grant permission to the permit holder to take shellfish from the shores and tidal waters of the Town of Wellfleet, subject to any and all state and local laws and regulations governing such taking.

It is the responsibility of the permit holder to acquaint themselves with the laws, regulations and amendments thereto governing the taking of shellfish. By signing below, the permit holder acknowledges this responsibility and that s/he has been provided with some, though not all, of the pertinent links to these.

This permit is non-transferable. This permit must be carried at such times as the permit holder is engaged in the taking of shellfish.

Kevin Coakley
License expires **12/31/2018** unless otherwise noted
Not Valid until Signed





BOARD OF SELECTMEN

AGENDA ACTION REQUEST
Meeting Date: May 14, 2019

III

PUBLIC HEARINGS – B

REQUESTED BY:	Principal Clerk
DESIRED ACTION:	Approval of Commercial Shellfish License hardship exemption
PROPOSED MOTION:	I move to approve the commercial shellfish license hardship exemption for Gerald Auch, per the Shellfish Constable's recommendation to the Board.
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____



BOARD OF SELECTMEN

AGENDA ACTION REQUEST
Meeting Date: May 14, 2019

III

PUBLIC HEARINGS – C

REQUESTED BY:	Principal Clerk
DESIRED ACTION:	Approval of Commercial Shellfish License hardship exemption
PROPOSED MOTION:	I move to approve the commercial shellfish license hardship exemption for Mark Costa, per the Shellfish Constable's recommendation to the Board.
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____



BOARD OF SELECTMEN

AGENDA ACTION REQUEST
Meeting Date: May 14, 2019

III

PUBLIC HEARINGS – D

REQUESTED BY:	Principal Clerk
DESIRED ACTION:	Approval of Shellfish Grant Renewal
PROPOSED MOTION:	I move to renew shellfish grant license #733 for a 4-year period, to run concurrent with grant #04-03, for Matthew Parent.
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____



Wellfleet Shellfish Department



300 Main Street, Wellfleet, Massachusetts 02667

May 7, 2019

To: Select Board
Re: Grant Renewal Recommendations
From: Nancy Civetta, Shellfish Constable

On February 28, we received an application from Matt Parent to renew shellfish grant license #733 on Old Wharf Point for a period of four years in order that he can renew both of his grants at the same time moving forward. His other grant is #04-03 on Egg Island and will renew on April 27, 2023. Once this renewal is approved, he will owe a total of \$50 in 2019 grant fees.

I support and recommend this.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Nancy Civetta".

Nancy Civetta
Shellfish Constable

Phone (508) 349-0325



Fax (508) 349-0305

APPLICATION FOR RENEWAL OF SHELLFISH GRANT LICENSE

Date: 2-28-18

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

I/We hereby request renewal of Shellfish Grant License # 733, located at

old wharf rd, in Wellfleet MA and consisting of .94 acres.

and dated 8-7-2009, for a ~~(five)~~(ten) year period. 4 years, so both renew at the same time

I/We agree to pay to the Town Clerk, within thirty days after approval, the annual fee and \$1.00 for recording and \$ 4.00 for costs incurred by the Town of Wellfleet in granting said renewal.

Matthew Parent
Signature

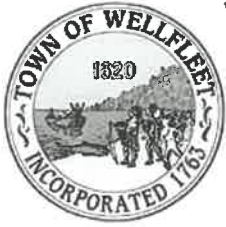
Matthew Parent
Name

P.O. Box 764
Mailing Address

Wellfleet, MA

508-360-9338
Telephone Number

FEB 28 2019



BOARD OF SELECTMEN

AGENDA ACTION REQUEST
Meeting Date: May 14, 2019

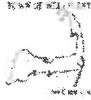
III

PUBLIC HEARINGS – E

REQUESTED BY:	Principal Clerk
DESIRED ACTION:	Approval of Shellfish Grant Renewal
PROPOSED MOTION:	I move to renew shellfish grant license #01-02ext. to expire April 6, 2024, to run concurrent with #2006-01 and #2006-01ext., for Robert LaPointe.
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____



Wellfleet Shellfish Department



300 Main Street, Wellfleet, Massachusetts 02667

May 7, 2019

To: Select Board
Re: Grant Renewal Recommendations
From: Nancy Civetta, Shellfish Constable

On April 17, we received an application from Bob LaPointe to renew shellfish grant license #01-02 ext on Field Point for a period of six years in order that he can renew all of his grants at the same time moving forward. His other grants are contiguous with this one. They are #2006-01 and #2006-01 ext and will renew on April 6, 2024. We had lost track of this one, and it should have been renewed in 2018, hence the six-year renewal. Once this renewal is approved, he will owe a total of \$200 in 2019 grant fees.

I support and recommend this renewal.

Respectfully submitted,

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

Nancy Civetta
Shellfish Constable

Phone (508) 349-0325



Fax (508) 349-0305

Jeanne Maclauchlan

From: Robert LaPointe <capesky@comcast.net>
Sent: Wednesday, April 17, 2019 6:11 AM
To: Jeanne Maclauchlan
Subject: Re: grant 01-02ext

Jeanne

Please have grant 01-02 ^{ext} renewed as per your email.
Thanks for all your help

Bob

Sent from my iPhone

On Apr 16, 2019, at 3:02 PM, Jeanne Maclauchlan <Jeanne.Maclauchlan@wellfleet-ma.gov> wrote:

Robert,

It has been brought to my attention that I didn't have your grant license 01-02ext on my spread sheet. That means I never notified you in 2018 that it needed to be renewed.

If it okay with you, I will have the BOS renew it for 6 years to end at the same time as your other grants. All I need is a letter from you requesting to renew it. Or, You can respond to this email and request it.

I'm sorry for any confusion.

Jeanne

Jeanne Maclauchlan
Principal Clerk
Town of Wellfleet
300 Main Street
Wellfleet, MA 02667
Telephone: (508) 349-0300
Fax: 508 349-0305
Office Hours: 8am-1pm, 2pm-4pm
jeanne.maclauchlan@wellfleet-ma.gov

APR 17 2019

APPLICATION FOR RENEWAL OF STATE LICENSE FOR REAL ESTATE BROKER

DATE: 11/1/2011

Mr. Board of Registrars
100 Main Street
Worcester, MA 01608

I hereby request renewal of my State License for Real Estate Broker for the period of 12 months from 11/1/2011 to 10/31/2012.

I am enclosing herewith the fee of \$100.00 for the renewal of my license.

I warrant that I am a resident of the Commonwealth of Massachusetts and that I am qualified to perform the duties of a real estate broker.



ROBERT LAPOINTE
Sales

30 THOMAS COLES LANE
WELLFLEET MA.
02667

774-722-4582
Worcester, MA



BOARD OF SELECTMEN

AGENDA ACTION REQUEST
Meeting Date: May 14, 2019

III

PUBLIC HEARINGS – F

REQUESTED BY:	Principal Clerk
DESIRED ACTION:	Approve request to change closing time
PROPOSED MOTION:	I move to approve the request from The Bookstore and Restaurant to change the closing time for its hours of operations from 1:00am to 2:00am.
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____

**TOWN OF WELLFLEET
PUBLIC HEARING**

In accordance with M.G.L. Chapter 138, notice is hereby given that a public hearing will be held on Tuesday, May 14, 2019 at 7:00 p.m. in the Wellfleet Council on Aging to consider the following:

- Application received April 26, 2019, from the Bookstore and Restaurant to change the hours of operation from 1:00 am to 2:00 am.

WELLFLEET BOARD OF SELECTMEN



TARLOW
BREED
HART
RODGERS

Albert A. DeNapoli
Direct Dial: (617) 218-2024
adenapoli@tbhr-law.com

April 26, 2019

Via E-MAIL jeanne.maclauchlan@wellfleet-ma.gov

FEDERAL EXPRESS

Board of Selectmen
Town Hall
300 Main Street
Wellfleet, MA 02667
ATTN: Ms. Jeanne Maclauchlan

Re: Request for Change of Hours

Dear Selectmen:

Please be advised that I represent the Bookstore & Restaurant, Inc., located at 50 Kendrick Ave, Wellfleet, MA 02667, which has operated at its present location for approximately 48 years.

On behalf of my client, I am requesting a change of the hours of operation under its all-alcohol license from 1 a.m. to 2 a.m. I understand that this request will be advertised and that this matter will be placed before the Board of Selectmen at its May 14th meeting for its review and determination.

I appreciate your attention to this. Should you have any questions before the hearing date, please feel free to contact me directly.

Very truly yours


Albert DeNapoli

AAD/sc
cc: Caroline J. Parlante
Patricia Saint James, Esq.

APR 26 2019



BOARD OF SELECTMEN

AGENDA ACTION REQUEST
Meeting Date: May 14, 2019

IV

TOWN MEETING/TOWN ELECTION REPORT AND DISCUSSION

REQUESTED BY:	Town Moderator and Town Clerk
DESIRED ACTION:	Discussion
PROPOSED MOTION:	TBD
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____

MEMO

DT: May 8, 2019

TO: Selectboard

FR: Dan Silverman, Town Moderator

RE: Post-Town Meeting comments

CC: Dan Hoort, Town Administrator

Joe Power, Town Clerk, Assistant Town Administrator

With the recent Annual Town Meeting fresh in mind, I have some thoughts on what went well, and what could be better.

Wellfleet's Town Meeting continues to function well, and voters take their responsibility for self-government seriously. Our Town Meeting has maintained a tradition of respect and patience, ensuring that voters have a chance to make their views heard and to ask questions in an atmosphere of vigorous but courteous civil discourse.

What's working well:

1. The organization of the warrant by general subject matter is both sensible and practical and should continue.
2. The clear statements of the tax effect of financial proposals are very helpful information for voters and should be included in all financial articles. If possible, the same information, even if only an estimate, could be included for the omnibus and capital budgets.
3. The use of a consent calendar continues to be an effective way to deal with non-controversial articles. I recommend that these articles continue to be placed at the end of the Warrant, to be dealt with quickly when voters are tired and patience grows shorter. I recommend that the Board look for other opportunities to group routine articles together. Other normally non-controversial items which might be considered for inclusion in a consent calendar include Chapter 90 Road Repair appropriations, transfers into Stabilization Funds, OPEB appropriations, and Cable Receipts transfers.
4. The motions booklet has been a major improvement in the Meeting's procedures. With the actual motions being made available to every voter, there's no need to repeat the verbatim reading of the motions. With the approval of both town counsel and bond counsel, the mechanics of making the motions might be improved further. If counsel approves, motions can take the form of: *"I move that the Town... (take a specific action) ... as printed in the motions booklet"*. Especially for motions authorizing borrowing or dealing with Town property, this could speed things up considerably.

5. Limiting debate to about three minutes per speaker per occurrence appears to provide enough time for most speakers to make their points effectively. I plan to continue this practice without being overly strict in enforcing it.
6. Guidelines for slide presentations have helped keep these to a reasonable length. The Moderator's advance review is also with an eye to visibility and legibility and will continue.
7. The new sound system is working very well and is welcomed by all meeting participants.
8. I recommend that the Board continue to make every effort to forward the warrant articles to the relevant Boards and Committees and legal counsel as early as possible so as to get the required recommendations back from them in time to be printed with the Warrant. Boards or Committees that have an interest in an article should have a chance to see that the article is what they expect. There should not be any surprises to the interested parties when the printed Warrant comes out. The use of amendments to achieve an end result that could have been included in the Warrant can raise questions of scope and adds procedural complexity that should be avoided whenever possible.
9. I recommend that the Moderator continue to have the opportunity to see the Warrant in draft form before it goes to press and have the opportunity to make suggestions that might avoid procedural conflicts. The same early review regarding the motions has been useful and should continue.

What could be better:

1. Most important, as there does seem to be a strong desire to limit Town Meetings to one night, I recommend strongly that the Board adopt the practice of holding a regular fall Town Meeting and divide the Town's business into two meetings.
 - a. The spring Annual Town meeting would be primarily for all budgetary considerations and other financial proposals. This would be consistent with the Charter (Section 2-6-1).
 - b. The fall Town Meeting would be primarily for bylaw changes (zoning or general), charter amendments, disposition of Town land, and other general articles. A regularly scheduled meeting could be scheduled for the fourth Monday in October without ever conflicting with Columbus Day, Oysterfest, Halloween, or Jewish holidays. It would also space the two meetings exactly 6 months apart.

- c. Neither meeting would be restricted as to subject matter. If there were an urgent matter, either financial or otherwise, it could be taken up at either meeting. A regularly scheduled fall meeting would reduce the intensity of work necessary to prepare for the spring meeting, with staff able to focus on the budgets and other financial proposals.
 - d. This division of Town Meeting would make it much more likely that each session could conclude all business in one night and might lead to a greater participation by a variety of age-groups.
 - e. With voters knowing well in advance when a fall Town Meeting was scheduled, achieving a quorum would be less likely to be a problem than when meetings are scheduled irregularly.
 - f. While there would be some additional costs (though no more than those years when we do have a fall Meeting anyway), this would help keep the Warrants to a reasonable length, give the Town an opportunity to deal with some issues in a more timely manner, and make it more likely that all meetings could conclude in one night.
2. I recommend that the Town find a way to offer childcare during Town Meetings to encourage participation by younger voters. Some of our neighboring Towns do this, and it should be offered in Wellfleet as well. Partnering with the Elementary School, and/or the PTA, the Town could hire teenagers qualified to babysit and perhaps a non-voting parent or teacher from another town to supervise. If the school could make one of the classrooms or the cafeteria available for childcare during the meetings, perhaps more younger parents would be able and encouraged to participate in the meetings. As Moderator, I would be eager and willing to help with investigating and implementing such a plan.
3. I recommend a bylaw change allowing an earlier start to Town Meeting. Currently, Article 1, Section 1 of our bylaws requires a 7:00 PM start for Annual Town Meetings and a 7:00 or 7:30 PM start for Special Town Meetings. I suggest that the Town be asked to amend this bylaw to allow flexibility on the Selectboard's part to determine the start time. This would allow trying an earlier start, and if not successful, a return to a 7 PM start without another bylaw change. The bylaw could be revised to read as follows: "*Annual and Special Town meetings shall be opened at such time as determined by the Selectboard, but in no case earlier than 6:00 PM.*"

4. While the motions booklet has made the projection system less important for understanding the motions themselves, it's still less than ideal for those proponents who wish to use slides to present an article. I'm not sure what technology could be used to project better, but it's worth investigating. The placement of the screens is problematic. I recommend that we find a way to use two screens at the center front of each section of the seating. I think this could be accomplished without too-large an expenditure and would be a great benefit to the voters.
5. Now that we have a good working sound system, we should investigate acquiring assistive-hearing devices for those with severe hearing loss who may be avoiding Town Meeting because they're unable to follow the debate.

Town Elections:

While not specifically the purview of the Moderator, as Town Elections are closely related to and an extension of Town Meeting, I have some thoughts regarding these as well.

1. The hours that the polls are open for Town Elections should mirror those of state and federal elections. It makes no sense, and in fact may be confusing, that Town election hours are from noon to 7 PM when other elections have polling hours from 7 AM to 8 PM. The incremental cost of additional polling hours should not be a consideration when we're talking about enfranchising as many voters as possible.
2. Similarly, though perhaps not quite as important, Monday voting is also divergent from most (though not all) state and federal elections, which normally take place on Tuesdays. Should we consider moving our Town elections to Tuesdays which would be more consistent with other elections?
3. I know that our Town Clerk, has some thoughts on these matters. Though I've thought about these two scheduling inconsistencies for a while, I'd defer to his greater knowledge and expertise in elections as to whether they'd make a significant difference in turnout.
4. With regard to this year's ballot questions, Town Counsel should be questioned as to why their review of the ballot questions didn't identify the problematic language in Question 11.



BOARD OF SELECTMEN

AGENDA ACTION REQUEST
Meeting Date: May 14, 2019

V

LICENSES

REQUESTED BY:	Principal Clerk
DESIRED ACTION:	Approve business license
PROPOSED MOTION:	I move to approve a business license for Bol Organic Acai Bowls.
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____



BOARD OF SELECTMEN

AGENDA ACTION REQUEST
Meeting Date: May 14, 2019



APPOINTMENTS/REAPPOINTMENTS - A

REQUESTED BY:	Principal Clerk
DESIRED ACTION:	Appointment of Mary “Carol” Magenau to the Energy Committee
PROPOSED MOTION:	I move to appoint Mary Magenau to the Energy Committee for a 3-year term.
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____

The charge of the Wellfleet Energy Committee is to investigate, study and recommend viable methods for achieving energy conservation and for utilizing renewable sources of energy within the Town. This will include:

- Establishment of energy and emissions inventories for the Town and the setting of goals for energy and emissions reductions.
- Assessment of the scope for energy conservation and for renewable energy use in Town buildings and by Town transport
- Recommendation of feasible projects for energy conservation and for renewable energy use
- Review of Town by-laws to promote energy conservation and renewable energy use
- Educational outreach for Wellfleet citizens

The Energy Committee will work in cooperation with other Town Board and Committees, as well as with Town employees, in carrying out its charge. This will include but not be limited to: a) cooperation with the Building and Needs Assessment Committee in assessing the efficiency of energy use in existing and new Town buildings, and b) assistance to the Town Planning Board in assessing the efficacy of Town by-laws. The Committee will also seek the cooperation and assistance of relevant governmental agencies, non-profit organizations, businesses and the general public.



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

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

FILL OUT THE FORM BELOW and mail it to:

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

Name Mary C. Magenan ("Carol") Date 4/25/19
Mailing Address PO Box 277
South Wellfleet MA 02663
Phone (Home) 508-349-6697 (cell) 508-237-8750
E-mail Carol.Magenan@gmail.com

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

I'm a retired academic librarian. I previously served on the COA Board, one year as Chair (or two?)

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

have Master's Degrees in Librarianship + Business, having taken statistics courses
wrote a successful grant application for Wellfleet Historical Society for CPC funds

Committees/Boards of Interest: 1) Energy Committee
2) _____
3) _____

APR 25 2019



BOARD OF SELECTMEN

AGENDA ACTION REQUEST
Meeting Date: May 14, 2019

VII

USE OF TOWN PROPERTY – A

REQUESTED BY:	Principal Clerk
DESIRED ACTION:	Approval of the use of Town Hall Lawn by the American Legion Post on May 27, 2019.
PROPOSED MOTION:	I move to approve the use of Town Hall Lawn by the American Legion Post on May 27, 2019 from 8 am to 11 am subject to the conditions, if any, as listed on the application form for a fee of \$_____.
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____

APPLICATION FOR PERMIT TO USE TOWN OWNED PROPERTY

TOWN OF WELFLEET
300 MAIN STREET
WELFLEET, MA 02667

19-13

Applicant Lewis B. Ardujar

Affiliation or Group American Legion Post 287

Telephone Number 508-240-3005

Mailing Address P.O. Box 950

Email address loumogy@comcast.net

Welfleet, MA 02667

Town Property to be used (include specific area) Front + Side lawn of Town Hall

Date(s) and hours of use: Monday May 27th 8:00 A.M. to 11:00 AM

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

Memorial Day Service. * DPW please set up chairs + dies + sound system for band + row of chairs for Post members

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

DPW (see above) *

NOTE TO APPLICANTS: All applications must be accompanied by a non refundable \$50.00 processing fee. Applications must be received at least 30 days prior to the first event date to ensure that all reviews can be completed prior to the event. This application is only for permission to use Town property. Any additional licenses, such as food service permit, etc., may be required and it is the applicant's responsibility to secure the same.

Action by the Board of Selectmen:

 Approved as submitted

 Approved with the following condition(s):

 Disapproved for following reason(s):


Date: APR - 5 2019




Processing Fee: \$50.00 paid


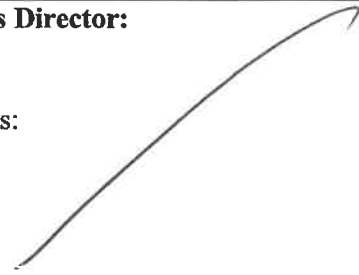
Fee: ~~\$110.00~~

(over)



APPLICANT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSPECTIONS

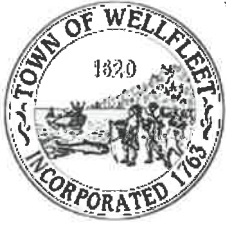
Health/Conservation Agent: Comments/Conditions: Permits/Inspections needed:	Inspector of Buildings: Comments/Conditions:  09.23.19 Permits/Inspections needed:
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Police Department:  4/8/2019 Comments/Conditions: OK	Fire Department:  4/21/19 Comments/Conditions: 
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DPW:  4/16/19 Comments/Conditions Please contact DPW the week before. OK	Community Services Director: Comments/Conditions: 
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Harbormaster: Comments/Conditions 	Shellfish: Comments/Conditions 
---	--

Recreation: Comments/Conditions 	Town Administrator:  Daniel R. Hoort Comments/Conditions APR - 2 2019
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BOARD OF SELECTMEN

AGENDA ACTION REQUEST
Meeting Date: May 14, 2019

VII

USE OF TOWN PROPERTY – B

REQUESTED BY:	Principal Clerk
DESIRED ACTION:	Approval of the use of the Swap Shop by Cape Cool (Harriet Korim) on May 25, 2019.
PROPOSED MOTION:	I move to approve the use of the Swap Shop by Cape Cool (Harriet Korim) on May 25, 2019 from 8 am to 3:30 pm subject to the conditions, if any, as listed on the application form for a fee of \$110.
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____

APPLICATION FOR PERMIT TO USE TOWN OWNED PROPERTY

TOWN OF WELLFLEET
300 MAIN STREET
WELLFLEET, MA 02667

19-14

Applicant Harriet Korim (Arndt) Affiliation or Group capecool.org
Telephone Number (508) 349 3532 Mailing Address Box 3040
Email address harriet@capecool.org Wellfleet MA 02667
Town Property to be used (include specific area) swap shop + parking surrounding

Date(s) and hours of use: Sat. May 25, 2019 8 AM - 3:30 PM
closed to public at 3 PM

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

27th annual Yard Sale at the Dump
all-volunteer-led fund-raiser for SEA (swap shop
ecology action) prize-fund for ^{local} graduating high school
seniors (for 24 years we paid no processing or other fees
using the shop our volunteers donated, raised & staffed

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

(for 24 yrs) we have always collaborated with Recycling
Committee and DPW

NOTE TO APPLICANTS: All applications must be accompanied by a non refundable \$50.00 processing fee. Applications must be received at least 30 days prior to the first event date to ensure that all reviews can be completed prior to the event. This application is only for permission to use Town property. Any additional licenses, such as food service permit, etc., may be required and it is the applicant's responsibility to secure the same.

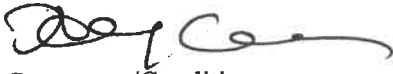


Action by the Board of Selectmen:


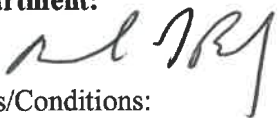

_____ Approved as submitted
_____ Approved with the following condition(s): _____
_____ Disapproved for following reason(s): _____

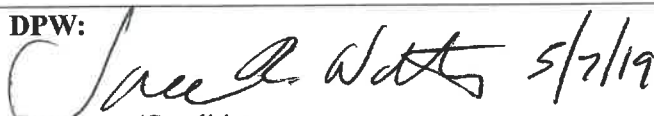
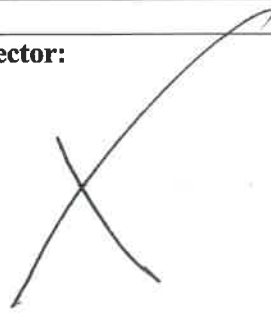
Date: APR 23 2019

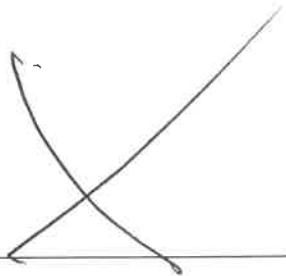

Processing Fee: \$50.00 paid
Fee: \$110.00



APPLICANT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSPECTIONS

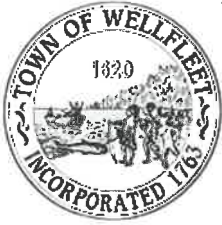
Health/Conservation Agent:  Comments/Conditions:  Permits/Inspections needed:	Inspector of Buildings: Comments/Conditions:  Permits/Inspections needed:
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Police Department:  Comments/Conditions: 4/30/19 011	Fire Department:  Comments/Conditions: 5/2/19 
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DPW:  Comments/Conditions: Please see attached requirements.	Community Services Director: Comments/Conditions: 
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Harbormaster: Comments/Conditions: 	Shellfish: Comments/Conditions: 
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Recreation: Comments/Conditions: 	Town Administrator: Comments/Conditions: 
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BOARD OF SELECTMEN

AGENDA ACTION REQUEST
Meeting Date: May 14, 2019

VII

USE OF TOWN PROPERTY – C

REQUESTED BY:	Principal Clerk
DESIRED ACTION:	Approval of the use of Town Hall Lawn by MA Audubon (Rand Burkert) on July 21, 2019.
PROPOSED MOTION:	I move to approve the use of Town Hall Lawn by MA Audubon (Rand Burkert) on July 21, 2019 from 3:30 pm to 7:30 pm subject to the conditions, if any, as listed on the application form for a fee of \$110.
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____

APPLICATION FOR PERMIT TO USE TOWN OWNED PROPERTY

19-15

TOWN OF WELLFLEET
300 MAIN STREET
WELLFLEET, MA 02667

Applicant Rand Burkert

Affiliation or Group MA Audubon / Food Forest ^{init.} of Cape Cod

Telephone Number 774-722-1708

Mailing Address Box 858

Email address randburkert@gmail.com

E. Orleans, MA 02643

Town Property to be used (include specific area) Lawn in front of Town Hall

Date(s) and hours of use: → July 21 2019 → alternative date July 28
3:30 PM - 7:30 PM (concert 4:30-7:00 PM) ^{setup + breakdown,}

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

I am organizing a series of ⁴ concerts to celebrate Cape Cod trees and to benefit MA Audubon (Long Pasture Wildlife Sanctuary), specifically to fund a yurt-structure to house a nature preschool program. This benefit would be 50% for Audubon / 50% for maintenance/care of Spruce Trees at Town Hall. There will be no tickets - donations will be received on a suggested donation basis. Musicians: Rand Burkert (Orleans)
Describe any Town services requested (police details, DPW assistance, etc.) Dylan Routhier + Chev Hardy (Harwich)

I would need only an extension cord from Town Hall for (low volume) amplification. Also, if possible, permission for families to picnic at the site. I will be responsible for sound equipment / tables / chairs + setup + breakdown.

NOTE TO APPLICANTS: All applications must be accompanied by a non refundable \$50.00 processing fee. Applications must be received at least 30 days prior to the first event date to ensure that all reviews can be completed prior to the event. This application is only for permission to use Town property. Any additional licenses, such as food service permit, etc., may be required and it is the applicant's responsibility to secure the same.

Action by the Board of Selectmen:

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

APR 18 2019

Date: _____


Processing Fee: \$50.00 *paid*



Fee: \$110.00



P.S. Since this event is free and half benefits Wellfleet/tree care, I ask that Selectmen consider waiving additional fee. (over)



(over)


APPLICANT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSPECTIONS

Health/Conservation Agent:  Comments/Conditions: <i>OK</i> Permits/Inspections needed:	Inspector of Buildings: Comments/Conditions: Permits/Inspections needed:
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Police Department:  Comments/Conditions: <i>4/30/19</i> <i>OK</i>	Fire Department:  Comments/Conditions: <i>5/2/19</i> <i>OK</i>
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DPW:  Comments/Conditions: <i>OK 5/6/19</i> <i>Event site will be responsible for trash and recycling</i>	Community Services Director: Comments/Conditions: 
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Harbormaster: Comments/Conditions 	Shellfish: Comments/Conditions 
--	---

Recreation: Comments/Conditions 	Town Administrator: Comments/Conditions <i>APR 18 2019</i>
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BOARD OF SELECTMEN

AGENDA ACTION REQUEST
Meeting Date: May 14, 2019

VIII

BUSINESS – A

REQUESTED BY:	Karen Pagano
DESIRED ACTION:	Proclamation of June 8th as “Piece of Peace Day in Wellfleet”
PROPOSED MOTION:	I move to proclaim June 8th as “Piece of Peace Day in Wellfleet.”
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTE:	Yea _____ Nay _____ Abstain _____



Board of Selectmen

Request for Placement on Agenda

Name: Karen pagano
Address: 8 Stable Path, Provincetown, MA 02657
Company or Organization Representing: Wellfleet Elementary School
Phone Number: 508.246.7248
Email Address: k1p8352@yahoo.com

Specific Request: The Wellfleet Elementary School would like to ask that Friday, June 7th, 2019 be proclaimed "Piece of Peace" Day in Wellfleet for our 2nd annual Peace Parade. I will try to bring students from the school to do a short presentation/request.

To be Filed out by Dept. _____

Applicant Notified: _____ Date of Hearing: 5/14/19

Date Request Completed: _____



BOARD OF SELECTMEN

AGENDA ACTION REQUEST
Meeting Date: May 14, 2019

VIII

BUSINESS – B

REQUESTED BY:	Bike and Walkway Committee
DESIRED ACTION:	Proclamation of May as Bike Month
PROPOSED MOTION:	I move to proclaim May 2019 as Bike Month.
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTE:	Yea _____ Nay _____ Abstain _____



Board of Selectmen

Request for Placement on Agenda

Name: WELLFLEET BIKE AND WALKWAYS COMMITTEE

Address: _____

Company or Organization Representing: BIKE + WALKWAYS COMMITTEE

Phone Number: _____

Email Address: _____

Specific Request: PER MASSBIKE, TOWNS ACROSS MA

ARE PROCLAIMING MAY AS BIKE MONTH.

PROCLAMATION ATTACHED.

To be Filed out by Dept. _____

Applicant Notified: _____ Date of Hearing: _____

Date Request Completed: _____

The Town of Wellfleet

Proclamation

Whereas, the bicycle is an economical, healthy, convenient, and environmentally sound form of transportation and an excellent tool for recreation and enjoyment of Wellfleet's scenic beauty; and

Whereas, throughout the month of May, the residents of Wellfleet and its visitors will experience the joys of bicycling through educational programs, races, commuting events, charity events, or by simply getting out and going for a ride; and

Whereas, Wellfleet's road and trail system attracts bicyclists each year, providing economic health, transportation, tourism, and scenic benefits; and

Whereas, creating a bicycling-friendly community has been shown to improve citizens' health, well-being, and quality of life, growing the economy of Wellfleet attracting tourism dollars, improving traffic safety, supporting student learning outcomes, and reducing pollution, congestion, and wear and tear on our streets and roads; and

Whereas, Wellfleet Bike and Walkways Committee, MassBike, the League of American Bicyclists, schools, parks and recreation departments, police departments, public health districts, hospitals, companies and civic groups will be promoting bicycling during the month of May 2019; and

Whereas, these groups are also promoting bicycle tourism year round to attract more visitors to enjoy our local restaurants, hotels, retail establishments, and cultural and scenic attractions; and

Whereas, these groups are also promoting greater public awareness of bicycle operation and safety education in an effort to reduce collisions, injuries, and fatalities and improve health and safety for everyone on the road; and

Now therefore, we, the Wellfleet Select Board, do hereby proclaim May 2019 as

Bike Month

in Wellfleet and I urge all residents to join me in this special observance

Signed this ___ day of May, 2019

Wellfleet Select Board _____



BOARD OF SELECTMEN

AGENDA ACTION REQUEST
Meeting Date: May 14, 2019

VIII

BUSINESS – C

REQUESTED BY:	Chair
DESIRED ACTION:	Presentation of Certificate of Appreciation to Anwyn Davis
PROPOSED MOTION:	TBD
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTE:	Yea _____ Nay _____ Abstain _____



BOARD OF SELECTMEN

AGENDA ACTION REQUEST
Meeting Date: May 14, 2019

VIII

BUSINESS – D

REQUESTED BY:	Town Administrator
DESIRED ACTION:	Approval of parking lot lease for 1120 Cahoon Hollow Road
PROPOSED MOTION:	I move to approve the parking lot lease for 1120 Cahoon Hollow Road and to authorize the Town Administrator to sign the lease.
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTE:	Yea _____ Nay _____ Abstain _____

PARKING LEASE

THIS PARKING LEASE (this "Lease") is made as of May 1, 2019, by and between the Town of Wellfleet, a Massachusetts municipal corporation, with an address of 300 Main Street, Wellfleet, Massachusetts 02667 ("Landlord"), and Beachside Management, LLC, a Massachusetts limited liability company, with an address of 1120 Cahoon Hollow Road, Wellfleet, Massachusetts 02667 ("Tenant").

WHEREAS, Landlord is the owner of a certain parking lot known as the Cahoon Hollow Beach public parking lot at 1140 Cahoon Hollow Road, being Tax Map 17, Lot 17, containing approximately 1.81 acres, and consisting of approximately 20-25 public parking spaces, located on the Atlantic Ocean, and connected to Ocean View Drive via a public way maintained by the Town (the "Lot"); and

WHEREAS, Landlord issued a Request for Proposals seeking proposals for the lease of the Lot for the contracted season, or approximately May 1, 2019 through November 1, 2019, upon payment of a lump sum fee for the exclusive rights to operate the Lot; and

WHEREAS, Tenant submitted the successful bid, and desires to lease the Lot, on the terms and conditions stated herein.

NOW THEREFORE, in consideration of the mutual promises herein contained, Landlord and Tenant agree as follows:

1. Premises

Landlord hereby leases to Tenant and Tenant accepts and leases from Landlord the Cahoon Hollow Beach public parking lot, for the sole purpose of providing parking for the public, subject to the reservation of five (5) parking spaces for Town beach staff, and on the other terms and conditions set forth herein. Tenant accepts the Lot in "as is" condition. The Town may access the lot for the purpose of maintaining the pedestrian walkway access or any other purpose in the interest of maintaining the lot with permission from the Tenant, such permission shall not be unreasonably withheld. The tenant shall be responsible for the collection and disposal of refuse generated from their business. The Tenant shall be responsible for using their best efforts to control storm water runoff and drainage from its property.

2. Term

This Lease shall commence on May 1, 2019 (the "Commencement Date") and expire on or about November 1, 2019 (the "Initial Term"), and, provided Tenant is then in compliance all the terms and conditions of this Lease, there shall be two (2) options to renew, each for a one (1) year term (each, an "Extension Term," together with the Initial Term, the "Term"), at the sole option of the Landlord, on mutually agreeable terms and conditions. Landlord shall give Tenant written notice on or before March 1, 2020 of its

option to exercise the first Extension Term, and on or before March 1, 2021 of its option to exercise the second Extension Term (assuming the first Extension Term has been exercised), whereupon Tenant shall have thirty (30) days to accept the offer of an Extension Term.

3. Rent

3.1. For the Initial Term, Rent shall be payable in two installments, the first, in the amount of \$25,000.00, shall be due and payable upon execution of this Lease, and the second, in the amount of \$25,100.00, shall be due and payable on or before July 1, 2019. In the event an Extension Term(s) is agreed to between Landlord and Tenant on mutually agreeable terms and conditions, the first installment payment shall be due and payable on or before April 15, 2020, and the second installment payment shall be due and payable on or before July 1, 2020. In the case of the second Extension Term, the first installment payment shall be due and payable upon or before April 15, 2021, and the second installment payment shall be due and payable on or before July 1, 2021.

3.2. Rent shall be made payable to Landlord at the address set forth above, or such other address as Landlord may direct. All payments becoming due under this Lease and not paid when due shall bear interest from the applicable due date until received by Landlord at an annual rate equal to the prime rate of interest charged from time to time by Bank of America or its successor, plus two percent (2%).

4. Use of Premises

4.1. Tenant shall use the Lot only for the parking of automobiles, motorcycles, SUV's, light vans and pick-up type trucks. Tenant may charge daily fees to members of the public, which fees shall be reasonable and in line with those fees charged for similar lots within the Town of Wellfleet, and the immediate environs, said fees subject to approval of the Landlord, which approval shall not be unreasonably withheld, conditioned or delayed.

4.2. Tenant shall not have the right to sublet or assign any of its rights under this Lease. Notwithstanding the foregoing, the Landlord acknowledges that the Tenant intends to provide the use of the Lot to members of the public.

4.3. Tenant shall reserve five (5) exclusive parking spaces for use by Town beach staff, who shall not be charged for the use of these spaces.

4.4. Tenant shall, at all times, maintain an appropriate number of portable restrooms at the Lot.

4.5. At all times during the Term, Tenant shall maintain a turnaround for use by emergency vehicles. The size and location of the turnaround shall be approved by the Fire Chief and Police Chief prior to the commencement of operations. In the event Tenant desires to alter the location of the turnaround, Tenant must notify the Fire Chief

and Police Chief, who must approve any such alteration. Failure to maintain the turnaround for emergency vehicles shall constitute an automatic breach of this Lease.

4.6. Tenant agrees that it shall not maintain, generate, allow or bring on the Lot or transport or dispose of on or from the Lot any Hazardous Waste, Hazardous Material, Oil or radioactive material, except that which is incidental to the operation of motor vehicles. As used herein, the terms "Hazardous Waste", "Hazardous Material", and "Oil" shall be defined as provided in Section 2 of Chapter 21C, Section 2 of Chapter 21D, and Section 2 of Chapter 21E of the General Laws of Massachusetts, and the regulations promulgated thereunder, as such laws and regulations may be amended from time to time. Tenant hereby agrees to indemnify and hold harmless Landlord, and those claiming by, through and under Landlord, from and against any and all liability, loss, damage, costs, expenses (including, without limitation, reasonable attorneys' fees and expenses), causes of action, suits, claims, demands or judgments of any nature in any way suffered, incurred, or paid as a result of any release or threatened release of oil or hazardous material as defined under federal, state or local law on or from the Lot which is caused by Tenant, its agents, employees, contractors, representatives, visitors, invitees or licensees. The provisions of this Section shall survive the expiration or earlier termination of this Lease.

4.7. Tenant may not make any modifications or alterations to the Lot, except with the written approval of Landlord, which approval shall not be unreasonably withheld, conditioned or delayed. Any such modifications or alterations shall be made at the sole expense of Tenant, and shall be the property of Landlord at the expiration or earlier termination of this Lease. The Tenant shall be responsible for maintaining the sand berm and split rail fence on the lot.

4.8. Tenant shall operate the Lot in accordance with any and all applicable bylaws, rules and regulations of the Town of Wellfleet and any and all applicable statutes, rules and regulations and policies of the Commonwealth of Massachusetts. Further, Tenant shall obtain any and all necessary permits and licenses from the Town of Wellfleet prior to commencement of operation at the Lot.

5. Condition of the Lot

5.1. The Tenant acknowledges and agrees that it accepts the Lot in "as is" condition, and that Landlord has made no representation or warranty, express or implied, regarding the fitness of the Lot for the intended purpose.

5.2. Landlord shall not be held liable and shall be held harmless from the effects of ongoing beach erosion at the Lot. The Landlord shall not be responsible for continued beach nourishment or maintenance of the beach or dune system at the Lot or the adjacent beach.

6. Landlord's Obligations

Landlord shall maintain the storm water controls for the public way which provides entrance to the Lot from Ocean View Drive.

7. Indemnification

During the Term of this Lease and thereafter so long as Tenant or its agents, contractors, employees, visitors and invitees occupy or use the Lot, except to the extent caused directly by the gross negligence or willful misconduct of Landlord, Tenant shall release, indemnify, defend and hold Landlord harmless from and against any and all liability for bodily injury, death, property damage of any kind or nature however caused, arising as a result of the use of the Lot by, or any act, omission or negligence on the part of, Tenant, its agents, employees, contractors, representatives, visitors, invitees or licensees, or anyone claiming by, through or under Tenant, in each case to the fullest extent permitted by applicable law. This indemnity and hold harmless agreement shall include indemnity against all costs, expenses, and liabilities incurred in or in connection with any such claim or proceeding brought thereon, and the defense thereof. To the maximum extent permissible by law, Tenant agrees to use and occupy the Lot at Tenant's own risk, and Landlord shall have no responsibility or liability for any loss or damage to the personal property of Tenant or any person claiming by, through or under Tenant. The provisions of this Section shall survive the expiration or earlier termination of this Lease.

8. Insurance

Tenant agrees to maintain in full force, from the Commencement Date until the expiration of the Term of this Lease and thereafter so long as Tenant or its agents, employees, contractor, representatives, visitors, invitees or licensees, or anyone claiming by, through or under Tenant, uses any part of the Lot, a policy of commercial general liability insurance. Each such policy shall be non-cancelable and non-amendable with respect to Landlord and Landlord's designees without thirty (30) days prior written notice to Landlord. The minimum limits of Tenant's commercial general liability insurance shall not be less than One Million Dollars (\$1,000,000.00) per occurrence for bodily injury. However, Landlord shall have the right to require Tenant to increase such limits by reasonable amounts. Landlord shall be named as an additional insured on all insurance policies. All required insurance shall be written with such companies qualified to do business in Massachusetts, as Tenant shall select and Landlord shall approve, which approval Landlord agrees not to withhold unreasonably. Certificates of all policies procured by Tenant in compliance with its obligations under this Lease shall be delivered to Landlord within ten (10) days from the execution of this Lease and thereafter at least thirty (30) days prior to the expiration of any such policy. Tenant, shall, further carry worker's compensation insurance in the amounts prescribed by law.

9. Casualty; Taking

If a substantial part of the Lot is damaged by fire or other casualty, or is taken by any entity by right of eminent domain, then Landlord and Tenant shall have the right to

terminate this Lease by providing the other with written notice thereof. Any such termination shall be effective thirty (30) days after the date of notice thereof. For the purposes of this Section, "substantial part" shall be defined as that portion of the Lot which if damaged or taken by eminent domain would materially affect the use of the Lot for the permitted purposes. In the event of a taking by eminent domain, Landlord shall have, and hereby reserves and excepts, and Tenant hereby grants and assigns to Landlord, all rights to recover for damages to the Lot and the leasehold interest hereby created, and to compensation accrued or hereafter to accrue by reason of such taking or damage. Tenant covenants to deliver such further assignments and assurances thereof as Landlord may from time to time request, hereby irrevocably designating and appointing Landlord as its attorney-in-fact to execute and deliver in Tenant's name and behalf all such further assignments thereof.

10. Event of Default; Landlord's Remedies

In the event that:

- (a) Tenant fails to pay Rent when due hereunder and such failure continues for ten (10) days after written notice from Landlord that the same is due,
- (b) Tenant fails to perform or observe any other term or condition contained in this Lease and such failure is not cured within thirty (30) days after written notice from Landlord, or
- (c) Tenant shall be declared bankrupt or insolvent according to law, or, if any assignment shall be made of Tenant's property for the benefit of creditors,

Then Landlord shall have the right thereafter, while such default continues, to re-enter and take complete possession of the Lot, to declare the Term of this Lease ended, and remove Tenant's effects, without prejudice to any remedies which might be otherwise used for arrears of Rent or other default. If Tenant shall default after reasonable notice thereof in the observance or performance of any conditions or covenants on Tenant's part to be performed or observed by virtue of any of the provisions of this Lease, Landlord without being under any obligation to do so and without thereby waiving such default, may remedy such default for the account and at the expense of Tenant. If Landlord makes any expenditures or incurs any obligations for the payment of money in connection with Tenant's default, including but not limited to, reasonable attorneys' fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations incurred shall be paid to Landlord by Tenant as additional rent.

Without limiting any of Landlord's rights and remedies hereunder, and in addition to all other amounts Tenant is otherwise obligated to pay, it is expressly agreed that Landlord shall be entitled to recover from Tenant all costs and expenses, including reasonable attorneys' fees, incurred by Landlord in enforcing this Lease from and after Tenant's default. In the event of the termination of this Lease, Tenant shall not be entitled to a refund of any installment of Rent paid pursuant to this Lease.

11. Miscellaneous

11.1. All rights and remedies of Landlord and Tenant set forth herein are in addition to all other rights and remedies available at law or in equity. All rights and remedies available hereunder or at law or in equity are expressly declared to be cumulative. The exercise by Landlord or Tenant of any such right or remedy shall not prevent the concurrent exercise of any other right or remedy hereunder or subsequent exercise of the same or any other right or remedy. No delay in the enforcement or exercise of any such right or remedy shall constitute a waiver of any default hereunder or of any of Landlord's or Tenant's rights or remedies in connection therewith. Neither Landlord nor Tenant shall be deemed to have waived any default hereunder unless such waiver is set forth in a written instrument. If Landlord or Tenant waives in writing any default, such waiver shall not be construed as a waiver of any covenant, condition or agreement set forth in this Lease except as to the specific circumstances described in such written waiver. Nothing contained in the Lease shall limit or prejudice the right of Landlord to prove and obtain in proceedings for bankruptcy or insolvency by reason of the termination of this Lease an amount equal to the maximum allowed by any statute or rule of law in effect at the time when, and governing the proceedings in which, the damages are to be proved.

11.2. Notice to either party shall be in writing and shall be validly given when hand-delivered with return receipt provided or sent by courier or express services guaranteeing overnight delivery or by certified mail return receipt requested, addressed to the address set forth in this Lease for each party, or such other address or such person as either party may specify in writing from time to time. A copy of any notice hereunder shall be sent to the Landlord or Tenant shall also be sent in the same manner to:

Landlord

KP Law, P.C.
101 Arch Street
Boston, MA 02110
Attn: Carolyn M. Murray, Esq.

Tenant

Law Offices of Bruce A. Bierhans, LLC
540 Main St. Suite 17
Hyannis, MA 02601
Attn: Bruce Bierhans

11.3. If any provision of this Lease or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

11.4. The provisions of this Lease shall be binding upon, and shall inure to the benefit of, the parties hereto and each of their respective successors and assigns, subject to the provisions hereof restricting assignment or subletting by Tenant.

11.5. As a material inducement for Landlord and Tenant to enter into this Lease, both Landlord and Tenant acknowledge and agree that this shall be construed as though

the covenants herein between Landlord and Tenant are completely independent and not dependent and Tenant hereby expressly waives the benefit of any currently existing or hereinafter enacted statute or caselaw to the contrary and agrees that if Landlord fails to perform its obligations set forth herein, Tenant shall not be entitled to make any repairs or perform any acts hereunder at Landlord's expense or to any setoff of the Rent or other amounts owing hereunder against Landlord or terminate this Lease as a result of Landlord's failure to perform or refraining from performing any covenant or obligation of Landlord hereunder.

11.6. Whenever Tenant requests Landlord to give any consent required under this Lease, Tenant shall reimburse Landlord for Landlord's documented, reasonable out of pocket costs to third parties incurred in reviewing the proposed action for which Tenant is requesting Landlord's consent, including without limitation reasonable attorneys' fees, within thirty (30) days after Landlord's delivery to Tenant of a statement of such costs. Notwithstanding the foregoing, Tenant may at any time request a statement from Landlord of Landlord's estimate of such costs incurred to date, along with an estimate of the remaining costs to completion, and although such statement and estimate shall not be binding on Landlord, Landlord shall use good faith efforts to be accurate. Tenant may at anytime notify Landlord that Tenant rescinds the request for consent, in which event Landlord shall immediately cease incurring review costs. Tenant will be obligated to make such reimbursement for review costs without regard to whether Landlord consents to any such proposed action.

11.7. This Lease may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document.

11.8. This Lease constitutes the entire agreement between the parties, superseding all prior oral and written communications between the parties, and shall be governed in all respects by the laws of the Commonwealth of Massachusetts. When required by the context of this Lease the singular shall include the plural, and vice versa, and each of the masculine, feminine and neuter genders shall include each of the others.

[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, Landlord and Tenant have signed this Lease under seal as of the day and year first above written.

TOWN OF WELLFLEET,
By Its Board of Selectmen

BEACHSIDE MANAGEMENT, LLC

Justina Carlson

By: 

Todd E. Le Bart, Manager

Janet Reinhart

Kathleen Bacon

Jerry Houk

Helen Miranda Wilson



BOARD OF SELECTMEN

AGENDA ACTION REQUEST
Meeting Date: May 14, 2019

VIII

BUSINESS – E

REQUESTED BY:	Town Administrator
DESIRED ACTION:	Approval of new GPS point #5 to correct inaccuracy in current Shellfishing Policy and Regulations, and approval of updating Appendix B.
PROPOSED MOTION:	<ol style="list-style-type: none">1. I move to approve new GPS point #5 to correct inaccuracy in current Shellfishing Policy and Regulations, Appendices B and C.2. I move to approve updating Appendix B Latitude and Longitude Coordinates from degrees (obsolete) to today's standard of decimals.
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTE:	Yea _____ Nay _____ Abstain _____



Wellfleet Shellfish Department



300 Main Street, Wellfleet, Massachusetts 02667

MEMORANDUM

DATE: May 7, 2019

TO: Town of Wellfleet Selectboard Members

RE: Revisions to Wellfleet Shellfishing Policy and Regulations Appendices B and C

Dear Selectboard Members:

We realized that the latitude and longitude of one of the shellfishing points in Appendix B and its associated "x" on the map in Appendix C in our regulations was specified incorrectly, although the description and references in the regulations themselves were accurate.

We brought it to the Shellfish Advisory Board for review. The board voted unanimously on April 16 to have it revised in the regulations, and they also asked that we change all of the Appendix B Latitude and Longitude Coordinates from degrees (obsolete) to today's standard of decimals.

Please see revisions attached.

Thank you,

A handwritten signature in blue ink, appearing to read "Nancy Civetta".

Nancy Civetta
Shellfish Constable

wellfleet-ma.gov/shellfish-department

Phone (508) 349-0325



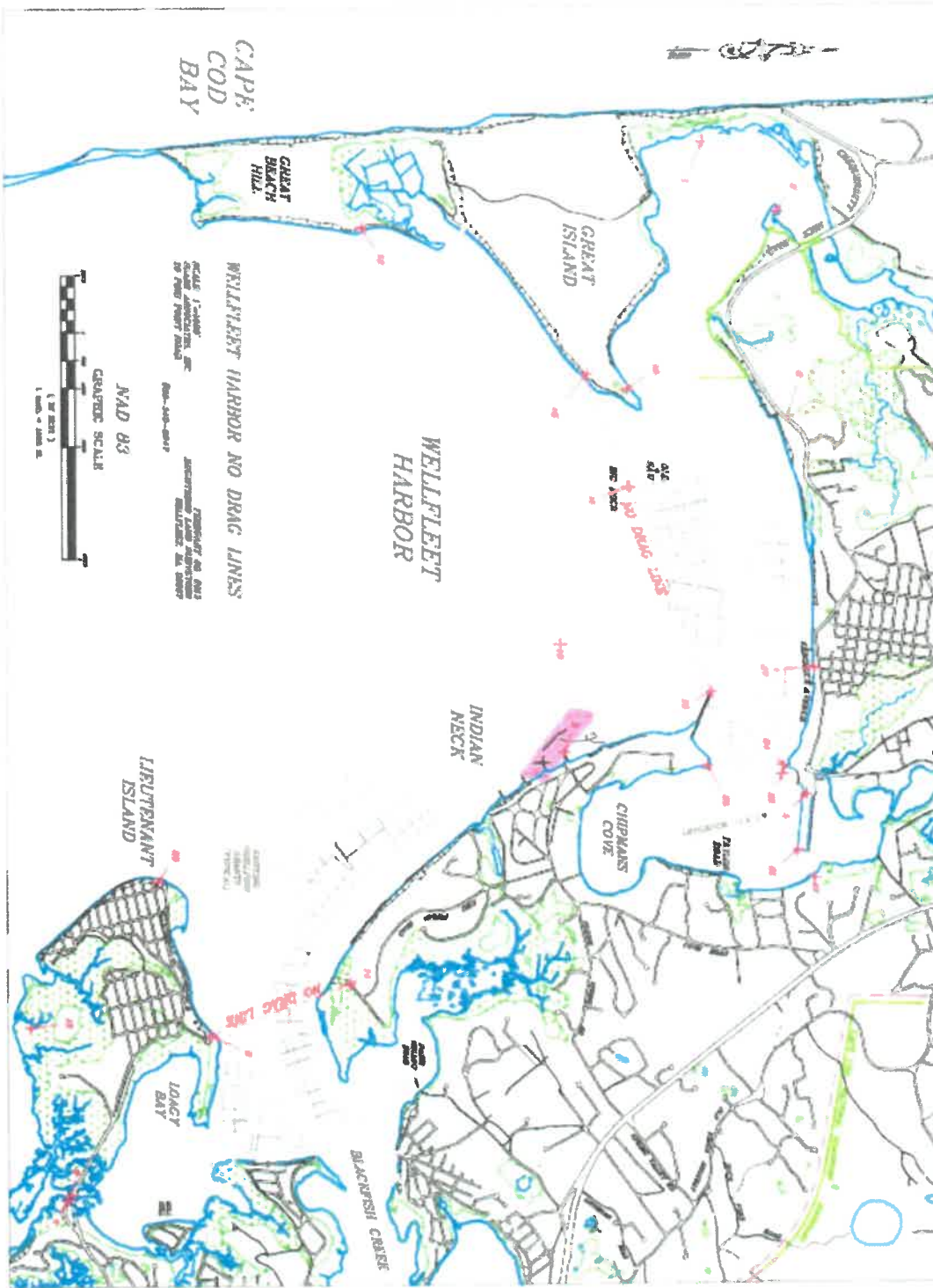
Fax (508) 349-0305

APPENDIX B



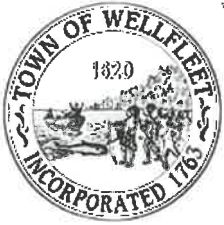
	Point	Latitude (N)	Longitude (W)
1	Boundary determined by the MA DMF, marked with poles on either side of the river	41°55.532'	070° 04.249'
2	Boundary determined by the MA DMF, marked with poles on either side of the river	41°55.747'	070° 03.974'
3	Eastern high point of the Town Boat Ramp	41°55.796'	070° 01.710'
4	Eastham/Wellfleet boundary marker on Billingsgate Island	41°52.317'	070° 04.000'
5	End of the first groin south of the Burton Baker Landing	41°55.095' 41.91717	070° 01.891' 070.030914
6	Lieutenant's Island Bridge	41°53.627'	070° 00.219'
7	Lieutenant's Island Bridge	41°53.617'	070° 00.200'
8	Lieutenant's Island Boathouse	41°54.054'	070° 00.823'
9	Main flagpole at the Chequessett Neck Country Club	41°55.766'	070° 03.175'
10	Navigational beacon (#14) at the seaward end of Indian Neck Breakwater	41°55.528'	070° 02.117'
11	Near the rocks known as Old Saw	41°55.301'	070° 02.919'
12	Official boundary marker in Hatches Creek	41°52.867'	070° 00.267'
13	Osprey nest pole on the southern end of Lieutenant's Island	41°53.519'	070° 00.871'
14	Parking lot at Fox Island, marked with a striped pole	41°54.452'	070° 01.012'
15	Point in Middle Meadow, marked with a striped pole	41°54.535'	070° 03.950'
16	Point near the #12 channel marker	41°55.091'	070° 02.317'
17	Point on the shore on the other side of the channel (across from Shirttail Point), marked with a striped pole	41°55.817'	070° 01.382'
18	Point on the tip of Great Island, marked with a striped pole (for Herring River)	41°55.301'	070° 03.297'
19	Point on the tip of Great Island, marked with a striped pole (for No Drag Line)	41°55.183'	070° 03.358'
20	Point on the tip of Indian Neck, marked with a striped pole	41°55.511'	070° 01.832'
21	Southeastern tip of Shirttail Point	41°55.768'	070° 01.493'
22	Southeastern tip of the L pier	41°55.727'	070° 01.786'
23	Southern tip of Jeremy Point	41°52.491	070° 03.818'
24	Southwestern tip of the L Pier	41°55.729'	070° 01.823'
25	Uncle Tim's Bridge	41°56.251'	070° 01.701'
26	Uncle Tim's Bridge	41°56.216'	070° 01.676'
27	US Geodetic and Coast Survey marker at the landward end of the third groin west of Mayo Beach	41°55.827'	070° 02.203'
28	Western edge of the house at the western tip of Lieutenant's Island	41°53.903'	070° 01.425'

APPENDIX C: Wellfleet Harbor/No Drag Lines



ALL REVISED TO DECIMAL SYSTEM
APPENDIX B

	Point	Latitude (N)	Longitude (W)
1	Boundary determined by the MA DMF, marked with poles on either side of the river	41.92553333	-70.07081667
2	Boundary determined by the MA DMF, marked with poles on either side of the river	41.92911667	-70.06623333
3	Eastern high point of the Town Boat	41.92993333	-70.02850000
4	Eastham/Wellfleet boundary marker on Billingsgate Island	41.87195000	-70.06666667
5	End of the first groin south of the Burton Baker Landing	41.91717000	-70.03151667
6	Lieutenant's Island Bridge	41.89378333	-70.03091400
7	Lieutenant's Island Bridge	41.89361667	-70.00333333
8	Lieutenant's Island Boathouse	41.90090000	-70.01371667
9	Main flagpole at the Chequessett Neck Country Club	41.92943333	-70.05291667
10	Navigational beacon (#14) at the seaward end of Indian Neck Breakwater	41.92546667	-70.03528333
11	Near the rocks known as Old Saw	41.92168333	-70.04865000
12	Official boundary marker in Hatches	41.88111667	-70.00445000
13	Osprey nest pole on the southern end of Lieutenant's Island	41.89198333	-70.01451667
14	Parking lot at Fox Island, marked with a striped pole	41.90753333	-70.01686667
15	Point in Middle Meadow, marked with a striped pole	41.90891667	-70.06583333
16	Point near the #12 channel marker	41.91818333	-70.03861667
17	Point on the shore on the other side of the channel (across from Shirttail Point), marked with a striped pole	41.93028333	-70.02303333
18	Point on the tip of Great Island, marked with a striped pole (for Herring River)	41.92168333	-70.05495000
19	Point on the tip of Great Island, marked with a striped pole (for No Drag Line)	41.91971667	-70.05596667
20	Point on the tip of Indian Neck, marked with a striped pole	41.92518333	-70.03053333
21	Southeastern tip of Shirttail Point	41.92946667	-70.02488333
22	Southeastern tip of the L pier	41.92878333	-70.02976667
23	Southern tip of Jeremy Point	41.87485000	-70.06363333
24	Southwestern tip of the L Pier	41.92881667	-70.03038333
25	Uncle Tim's Bridge	41.93751667	-70.02835000
26	Uncle Tim's Bridge	41.93693333	-70.02793333
27	US Geodetic and Coast Survey marker at the landward end of the third groin west of Mayo Beach	41.93045000	-70.03671667
28	Western edge of the house at the western tin of Lieutenant's Island	41.89838333	-70.02375000



BOARD OF SELECTMEN

AGENDA ACTION REQUEST
Meeting Date: May 14, 2019

VIII

BUSINESS – F

REQUESTED BY:	Town Administrator
DESIRED ACTION:	Reappointment of Andrew Ryan as seasonal deputy shellfish constable
PROPOSED MOTION:	I move to reappoint Andrew Ryan as seasonal deputy shellfish constable for the periods July 1, through October 27, 2019 and May 15, through June 30, 2020.
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTE:	Yea _____ Nay _____ Abstain _____



TOWN OF WELLFLEET

300 MAIN STREET WELLFLEET MASSACHUSETTS 02667

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

www.wellfleet-ma.gov

BOARD OF
SELECTMEN

TOWN
ADMINISTRATOR

ASSISTANT
TOWN ADMINISTRATOR

May 15, 2019

Dr. David Pierce
Director, Mass. Division of Marine Fisheries
251 Causeway St., Suite 400
Boston, MA 02114

RE: MGL Ch. 130, Section 98: Shellfish constables; appointment; powers and duties; notice of appointment

Dear Dr. Pierce:

This is to officially notify you as per MGL Ch. 130, Section 98: Shellfish constables; appointment; powers and duties; notice of appointment, that we, as the Select Board in the Town of Wellfleet, in the County of Barnstable, in the Commonwealth of Massachusetts, voted on May 14, 2019, to appoint Andrew B. Ryan to fulfill the duties and responsibilities of a full-time, seasonal Wellfleet Shellfish Department Constable.

Mr. Ryan will fulfill his duties and enforce the Commonwealth's 322 CMR 16, the Wellfleet Shellfishing Policy and Regulations and other state and federal shellfishing rules and regulations starting July 1, through October 27, 2019, and May 15, through June 30, 2020.

Respectfully,

The Wellfleet Select Board

Janet Reinhart, Chair

Helen Miranda Wilson, Vice Chair

Kathleen Bacon

Justina Carlson

Michael DeVasto



BOARD OF SELECTMEN

AGENDA ACTION REQUEST
Meeting Date: May 14, 2019

VIII

BUSINESS – G

REQUESTED BY:	Chair
DESIRED ACTION:	Discussion of limits on marijuana dispensaries
PROPOSED MOTION:	TBD
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTE:	Yea _____ Nay _____ Abstain _____



BOARD OF SELECTMEN

AGENDA ACTION REQUEST
Meeting Date: May 14, 2019

VIII

BUSINESS – H

REQUESTED BY:	Assistant Town Administrator
DESIRED ACTION:	Marijuana Host Community Agreement, The Old Bank, LLC
PROPOSED MOTION:	I move to approve the Host Community Agreement with Zachary Ment, doing business as The Old Bank, LLC at 300 Main Street.
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTE:	Yea _____ Nay _____ Abstain _____

**TOWN OF WELLFLEET AND
THE OLD BANK LLC
HOST COMMUNITY AGREEMENT**

This Host Community Agreement (“Agreement”) is entered into this ___ day of April, 2019 by and between THE OLD BANK, LLC, a Massachusetts Limited Liability Company with a principal address of 10 Main St, Wellfleet, MA 02667 (the “Company”), and the TOWN OF WELLFLEET, a Massachusetts municipal corporation with a principal address of 300 Main St, Wellfleet, MA 02667 (the “Town”) (Company and Town, collectively the “Parties”), acting by and through its Selectboard in reliance upon all of the representations made herein.

WHEREAS, the Company wishes to locate an approximately 2000 square foot Adult Use Retail Marijuana Establishment (“RME”) for the retail sales of adult use marijuana and marijuana products at a parcel of land located at 10 Main Street, Wellfleet, Barnstable County, Massachusetts, more accurately described by the deed recorded with the Barnstable County Registry of Deeds Book 26790, page 187 (the “Property”), in accordance with and pursuant to applicable state laws and regulations issued by the Cannabis Control Commission (“CCC”), or such other state licensing or monitoring authority, as the case may be (each a “Licensing Authority,” and collectively “Licensing Authorities”), including, but not limited to 935 CMR 500.000, and such approvals as may be issued by the Town in accordance with its Zoning Bylaws and other applicable local regulations; and

WHEREAS, the Company intends to provide certain benefits to the Town in the event that it receives the requisite licenses from the CCC or such other Licensing Authorities, as the case may be, to operate the RME and any and all required local permits and approvals from the Town;

WHEREAS, the parties intend by this Agreement to satisfy the provisions of G.L. c.94G, §3(d), applicable to the operation of the RME, such activities to be only done in accordance with the applicable state and local laws and regulations in the Town;

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and the Town agree as follows:

1. Recitals

The Parties agree that the above Recitals are true and accurate and that they are incorporated herein and made a part hereof.

2. Annual Payments

In the event that the Company obtains the requisite licenses and/or approvals from the Licensing Authorities, as may be required for the operation of the RME, and receives any and all necessary and required permits and licenses of the Town, and at the expiration of any final appeal period related thereto, said matter not being appealed further, which permits and/or licenses allow the Company to locate, occupy, and operate the RME in the Town, then the Company agrees to

provide the following Annual Payments as described in this Section 2; provided, however, that if the Company fails to secure any such other license and/or approval as may be required, or any of the required municipal approvals, the Company shall reimburse the Town for its legal fees associated with the negotiation of this Agreement.

A. Community Impact Fee

The Company anticipates that the Town will incur additional expenses and impacts on the Town's road and other infrastructure systems, law enforcement, fire protection services, inspectional services, and permitting and consulting services, as well as unforeseen impacts on the Town. Accordingly, in order to mitigate the financial impact on the Town and use of Town resources, the Company agrees to pay an Annual Community Impact Fee to the Town, in the amount and under the terms provided herein:

1. Company shall pay an Annual Community Impact Fee in an amount equal to three percent (3%) of the gross sales from marijuana and marijuana product sales at the RME (the "Annual Community Impact Fee"). The term "gross sales" shall mean the total of all sales transactions of the RME without limitation, whether wholesale or retail, and shall include but not be limited to all sales occurring at the RME, including the sale of adult use marijuana, marijuana infused products, paraphernalia, and any other products sold by the RME.
2. The Annual Community Impact Fee shall be made in quarterly installments, in arrears, per the Town's fiscal year (July 1 - June 30). The Annual Community Impact Fee for the first year of operation shall be prorated based on the number of months the RME is in operation. The initial payment of the Annual Community Impact Fee shall be due on the first day of the fourth (4th) month following the date the Company begins operations at the RME. Subsequent payments of the Annual Community Impact Fee shall be paid on a quarterly basis thereafter, due on the first day of the applicable month, for the term of the Agreement. The RME shall be deemed in operation upon receipt of both an occupancy permit from the Building Commissioner and the issuance of a final license from the CCC. The Annual Community Impact Fee shall continue for a period of five (5) years. At the conclusion of each of the respective five (5) year terms, the parties shall negotiate in good faith the terms of a new Annual Community Impact Fee as an Amendment to this Agreement; provided, however, that if the parties are unable to reach an agreement on a successor Community Impact Fee, the Annual Community Impact Fee specified in Paragraph 2.A.1 of this Agreement shall remain in effect and shall not be reduced below the amount set forth above until such time as the Parties negotiate a successor community impact fee.
3. With regard to any year of operation for the RME which is not a full calendar year, the applicable Annual Community Impact Fee shall be pro-rated accordingly.

4. The Town shall use the above referenced payments in its sole discretion, but shall make a good faith effort to allocate said payments to offset costs related to road and other infrastructure systems, law enforcement, fire protection services, inspectional services, public health and addiction services and permitting and consulting services, as well as unforeseen impacts upon the Town.

B. Additional Costs, Payments and Reimbursements

1. Permit and Connection Fees: The Company hereby acknowledges and accepts, and waives all rights to challenge, contest or appeal the Town's building permit fee and other permit application fees, sewer and water connection fees, and all other local charges and fees generally applicable and of the same rates and fees chargeable to other comparable commercial developments in the Town.
2. RME Consulting Fees and Costs: The Company shall reimburse the Town for any and all reasonable consulting costs and fees related to any land use applications concerning the RME, negotiation of this and any other related agreements, and any review concerning the RME, including, but limited to, planning, engineering, legal and/or environmental professional consultants and any related reasonable disbursements at standard rates charged by the above-referenced consultants in relation to the RME.
3. Other Costs: The Company shall reimburse the Town for the actual costs incurred by the Town in connection with holding public meetings and forums substantially devoted to discussing the RME and/or reviewing the RME and for any and all reasonable consulting costs and fees related to the monitoring and enforcement of the terms of this Agreement, including, but not limited to independent financial auditors and legal fees.
4. Late Payment Penalty: The Company acknowledges that time is of the essence with respect to its timely payment of all funds required under Section 2 of this Agreement. In the event that any such payments are not fully made with five (5) days of the date they are due, the Town shall provide the Company with written notice of such failure to make a timely payment. The Company shall have a five (5) day period to cure such failure to make timely payment from the date of receipt of such notice. If the Company fails to make full payment within such cure period, the Company shall be required to pay the Town a late payment penalty equal to five percent (5%) of such required payments.

C. Annual Reporting for Host Community Impact Fees

The Company shall notify the Town when the Company commences sales at the RME and shall annually submit annual financial statements to the Town Administrator no later than July 31, which shall include certification of itemized gross revenues for the previous calendar year, and all other information required to ascertain compliance with the terms of this Agreement. The Company shall maintain books, financial records, and other compilations of data pertaining to the

requirements of this Agreement in accordance with standard accounting practices and any applicable regulations or guidelines of the CCC. All records shall be kept for a period of at least seven (7) years. Upon request by the Town, the Company shall provide the Town with the same access to its financial records (to be treated as confidential, to the extent allowed by law) as it is required by the CCC and Department of Revenue for purposes of obtaining and maintaining a license for the RME.

During the term of this Agreement and for three (3) years following the termination of this Agreement the Company shall agree, upon request of the Town, to have its financial records examined, copied, and audited by an Independent Financial Auditor, the expense of which shall be borne by the Company. The Independent Financial Auditor shall review the Company's financial records for purposes of determining that the Annual Payments are in compliance with the terms of this Agreement. Such examination shall be made not less than thirty (30) days following written notice from the Town and shall occur only during normal business hours and at such place where said books, financial records and accounts are maintained. The Independent Financial Audit shall include those parts of the Company's books and financial records which relate to the payment, and shall include a certification of itemized gross sales for the previous calendar year, and all other information required to ascertain compliance with the terms of this Agreement. The independent audit of such records shall be conducted in such a manner as not to interfere with the Company's normal business activities.

3. Local Vendors and Employment

To the extent such practice and its implementation are consistent with federal, state, and municipal laws and regulations, the Company shall use its best efforts in a legal and non-discriminatory manner to give priority to local businesses, suppliers, contractors, builders and vendors in the provision of goods and services called for in the construction, maintenance and continued operation of the Establishment when such contractors and suppliers are properly qualified and price competitive and shall use its best faith efforts to hire Town residents and make reasonable efforts to utilize women-owned, minority-owned, and veteran-owned vendors within the Town. The Company shall report annually to the Selectboard on the number of Wellfleet residents employed at the Establishment.

4. Local Taxes

At all times during the Term of this Agreement, property, both real and personal, owned or operated by the Company shall be treated as taxable, and all applicable real estate and personal property taxes for that property shall be paid either directly by the Company or by its landlord and neither the Company nor its landlord shall object or otherwise challenge the taxability of such property and shall not seek a non-profit or agricultural exemption or reduction with respect to such taxes.

Notwithstanding the foregoing, (i) if real or personal property owned, leased or operated by the Company is determined to be non-taxable or partially non-taxable, or (ii) if the value of such property is abated with the effect of reducing or eliminating the tax which would otherwise be paid if assessed at fair cash value as defined in G.L. c. 59, §38, or (iii) if the Company is determined to

be entitled or subject to exemption with the effect of reducing or eliminating the tax which would otherwise be due if not so exempted, then the Company shall pay to the Town an amount which when added to the taxes, if any, paid on such property, shall be equal to the taxes which would have been payable on such property at fair cash value and at the otherwise applicable tax rate, if there had been no abatement or exemption; this payment shall be in addition to the payment made by the Company under Section 2 of this Agreement.

5. Security

To the extent requested by the Town's Police Department, and subject to the security and architectural review requirements of Department of Public Health and the CCC, or such other Licensing Authorities, as the case may be, the Company shall work with the Town's Police Department in determining the placement of exterior security cameras.

The Company agrees to cooperate with the Police Department, including but not limited to periodic meetings to review operational concerns, security, delivery schedule and procedures, cooperation in investigations, and communications with the Police Department of any suspicious activities at or in the immediate vicinity of the RME and with regard to any anti-diversion procedures.

To the extent requested by the Town's Police Department, the Company shall work collaboratively with the Police Department to implement a comprehensive diversion prevention plan to prevent diversion, such plan to be in place prior to the commencement of operations at the RME.

In the event the Town's Police Department deems it necessary for the protection of public safety, the Company shall hire a police detail at its own expense to address any queuing of vehicles and/or customers at the RME that presents a danger to public health and safety.

6. Community Impact Hearing Concerns

The Company agrees to employ its best efforts to work collaboratively and cooperatively with its neighboring businesses and residents to establish written policies and procedures to address mitigation of any concerns or issues that may arise as a result of its operation of the RME and which presents a clear disruption to the use of such neighboring business's or resident's property, including, but not limited to any and all concerns or issues that are raised at the Company's required Community Outreach Meeting relative to the operation of the RME. Said written policies and procedures, as may be amended from time to time, shall be reviewed and approved by the Selectboard prior to commencement of operations and shall be incorporated herein by reference and made a part of this Agreement, the same as if each were fully set forth herein.

7. Additional Obligations

A. Permitting

The obligations of the Company and the Town recited herein are specifically contingent upon the Company obtaining a license for operation of the RME in the Town, and the Company's receipt of any and all necessary local approvals to locate, occupy, and operate the RME in the Town.

B. Retained Authority of the Municipality

This agreement does not affect, limit, or control the authority of the Town boards, commissions, and departments to carry out their respective powers and duties to decide upon and to issue, or deny, applicable permits and other approvals under the statutes and regulations of the Commonwealth, the General and Zoning Bylaws of the Town, or applicable regulations of those boards, commissions, and departments or to enforce said statutes, bylaws, and regulations. The Town, by entering into this Agreement, is not thereby required or obligated to issue such permits and approvals as may be necessary for the RME to operate in the Town, or to refrain from enforcement action against the Company and/or the RME for violation of the terms of said permits and approvals or said statutes, bylaws, and regulations.

C. Annual Reporting

The Company shall file an annual written report with the Selectboard in connection with its annual financial submissions on July 31 of each year for purposes of reporting on compliance with each of the terms of this Agreement and shall, at the request of the Selectboard, appear at a regularly scheduled meeting to discuss the Annual Report.

D. Annual Inspections

The Company agrees that it will voluntarily submit to a minimum of one (1) annual inspection by the Police, Fire and Building Departments to ensure compliance with the terms of this Agreement and other local approvals. Said annual inspection shall not preclude the municipality or any of its departments from conducting inspections at other times during the year to address enforcement matters or respond to complaints. A reasonable provision of access to the RME by local inspecting agents shall be provided in accordance with state regulations concerning access to the RME.

E. Limitations on Other Uses

The Company agrees that it will not engage in the on-site social consumption of adult use marijuana and adult use marijuana products. The delivery of adult use marijuana and adult use marijuana products directly to consumers shall only be permitted in compliance with state law, subject to required local approvals and either amendment of this Agreement or negotiation of a new Host Community Agreement to address such use.

F. Improvements to the Property

The Company shall make capital improvements to the site at which the RME is located such that the property will match the look and feel of the Town, and be of construction standards at least at the quality of other nearby businesses. The Company agrees to comply with all laws, rules, regulations and orders applicable to the RME, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the performance of such work.

8. Re-Opener/Review

The Company or any “controlling person” in the Company, as defined in 935 CMR 500.002, shall be required to provide to the Selectboard notice and a copy of any other Host Community Agreement entered into for any marijuana establishment in which the Company, or any controlling person in the Company, has any interest and which is licensed by the CCC or DPH as the same type of establishment as the entity governed by this agreement.

In the event the Company or any controlling person enters into a Host Community Agreement for a retail marijuana establishment, either individually or as co-located uses, with another municipality located on Cape Cod, Nantucket and/or Martha’s Vineyard with a census population of less than 20,000 that contains financial terms resulting in payments of a Community Impact Fee or other payments totaling a higher percentage of gross sales for the same type of establishment than the Company agrees to provide the Town pursuant to this Agreement, then the parties shall reopen this Agreement and negotiate an amendment resulting in financial benefits to the Town equivalent or superior to those provided to the other municipality. The re-negotiation of the Host Community Agreement under this provision would not preclude the Company from operating during the negotiation of the successor agreement, provided the Company is in full compliance with all other terms of this Agreement.

9. Municipal Support

The Town agrees to submit to the CCC, or such other Licensing Authorities, as the case may be, the required certifications relating to the Company’s application for a license to operate the RME where such compliance has been properly met, but makes no representation or promise that it will act on any other license or permit request, including, but not limited to any zoning application submitted for the RME, in any particular way other than by the Town’s normal and regular course of conduct and in accordance with its rules and regulations and any statutory guidelines governing them.

10. Term

Except as expressly provided herein, this Agreement shall take effect on the date set forth above, and shall be applicable for as long as the Company operates the RME in the Town with the exception of the Community Impact Fee, which shall be subject to the five (5) year statutory limitations of G.L. c.94G, §3(d).

In the event the Company has not secured a final license from the CCC and all necessary local permits from the Town and commenced operations at the RME within two (2) years from the date this Agreement takes effect, this Agreement shall expire and the Company shall be required to negotiate a new Host Community Agreement in order to operate the RME within the Town. The Selectboard, in its discretion, may agree to an extension of the two (2) year expiration, for good cause, which shall include the time required to pursue or await the determination of an appeal of any permits required for the operation of the RME, the special permit or other legal proceeding.

11. Successors/Assigns

The Company shall not assign, sublet, or otherwise transfer its rights nor delegate its obligations under this Agreement, in whole or in part, without the prior written consent from the Town, and shall not assign or obligate any of the monies payable under this Agreement, except by and with the written consent of the Town. This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives.

Events deemed an assignment include, without limitation: (i) Company's final and adjudicated bankruptcy whether voluntary or involuntary; (ii) the Company's takeover or merger by or with any other entity; (iii) the Company's outright sale of assets and equity, majority stock sale to another organization or entity for which the Company does not maintain a controlling equity interest; (iv) or any other change in ownership or status of the Company; (v) any assignment for the benefit of creditors; and/or (vi) any other assignment not approved in advance in writing by the Town.

12. Notices

Any and all notices, consents, demands, requests, approvals or other communications required or permitted under this Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, and shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service, or, if sent by private overnight or other delivery service, when deposited with such delivery service.

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

To Licensee: The Old Bank, LLC
C/O Zachary Ment
10 Main Street
Wellfleet, MA 02667

13. Severability

If any term of condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless the Town would be substantially or materially prejudiced. Further, the Company agrees that it will not challenge, in any jurisdiction, the enforceability of any provision included in this Agreement; and to the extent the validity of this Agreement is challenged by the

Company in a court of competent jurisdiction, the Company shall pay for all reasonable fees and costs incurred by the Town in enforcing this Agreement.

14. Governing Law

This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, and the Company submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.

15. Entire Agreement

This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the Company and the Town with respect to the matters described herein. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

16. Amendments/Waiver

Amendments, or waivers of any term, condition, covenant, duty or obligation contained in this Agreement may be made only by written amendment executed by the Wellfleet Selectboard, or its designee and an authorized representative from The Grateful Mind, prior to the effective date of the amendment.

17. Headings

The article, section, and/or paragraph headings in this Agreement are for convenience of reference only, and shall in no way affect, modify, define or be used in interpreting the text of this Agreement.

18. Counterparts

This Agreement may be signed in any number of counterparts all of which taken together, each of which is an original, and all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing one or more counterparts.

19. Signatures

Facsimile or electronic signatures affixed to this Agreement shall have the same weight and authority as an original signature.

20. No Joint Venture

The Parties hereto agree that nothing contained in this Agreement or any other documents executed in connection herewith is intended or shall be construed to establish the Town, or the Town and any other successor, affiliate or corporate entity as joint ventures or partners.

21. Nullity

This Agreement shall be null and void in the event that the Company does not locate the RME in the Town or relocates the RME out of the Town; provided, however, that if the Company decides not to locate the RME in the Town, the Company shall reimburse the Town for its legal fees associated with the negotiation of this Agreement. Further, in the case of any relocation out of the Town, the Company agrees that an adjustment of Annual Payments due to the Town hereunder shall be calculated based upon the period of occupation of the RME within the Town, but in no event shall the Town be responsible for the return of any funds provided to it by the Company.

22. Indemnification

The Company shall indemnify, defend, and hold the Town harmless from and against any and all claims, demands, liabilities, actions, causes of actions, defenses, proceedings and/or costs and expenses, including attorney's fees, brought against the Town, their agents, departments, officials, employees, insurers and/or successors, by any third party arising from or relating to the development of the Property and/or RME. Such indemnification shall include, but shall not be limited to, all reasonable fees and reasonable costs of attorneys and other reasonable consultant fees and all fees and costs (including but not limited to attorneys and consultant fees and costs) shall be at charged at regular and customary municipal rates, of the Town's choosing, incurred in defending such claims, actions, proceedings or demands. The Company agrees, within thirty (30) days of written notice by the Town, to reimburse the Town for any and all costs and fees incurred in defending itself with respect to any such claim, action, proceeding or demand. To the extent that any of the Town's insurance policies provide coverage for any Claim to which indemnity is being sought hereunder, the Town shall be requested to first submit the Claim to its insurance carrier before seeking indemnity from the Company, and the Company shall only be required to indemnify the Town to the extent there is no coverage.

23. Third-Parties

Nothing contained in this agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Town or the Company.

24. Termination

This Agreement shall terminate at the time that either of the following occur:

A. If the Company ceases to operate, for any reason, an RME in the TOWN, then the Agreement shall no longer apply nor shall the Company continue to pay an Annual Community Impact Fee or other payments related to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

TOWN OF WELLFLEET

THE OLD BANK LLC

Janet Reinhart
Chair of the Selectboard
On behalf of the
Town of Wellfleet

Zachary Ment
Founder



BOARD OF SELECTMEN

AGENDA ACTION REQUEST
Meeting Date: May 14, 2019

VIII

BUSINESS – I

REQUESTED BY:	Town Administrator
DESIRED ACTION:	DCR Announcement Discussion
PROPOSED MOTION:	I move to waive (deny the waiver of) the 120-day notice period for the Department of Conservation and Recreation.
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTE:	Yea _____ Nay _____ Abstain _____



February 26, 2019

Select Board
Janet Reinhart, Chair
Town Hall
300 Main Street
Wellfleet, MA 02667

Dear Select Board:

In keeping with the provisions of 301 CMR 51.00, we would like to inform you that the Commonwealth of Massachusetts, acting through its Department of Conservation and Recreation (DCR) has under consideration the acquisition of an interest in approximately 0.77 acres of land, or other property interest therein, in the Town of Wellfleet. The property is currently developed with a commercial office building and a single-family home. The proposed use for the property will be a parking lot adjacent to the Cape Cod Rail Trail. Enclosed is a locus map marked "Exhibit A" which shows the property in which DCR is interested.

The applicable regulations require that an agency proposing to acquire property announce its intentions in public in a local forum. To comply with this requirement, we ask that the Select Board announce that the Commonwealth is considering this acquisition for the above-stated purposes at its next regularly scheduled meeting. The Board needs to take no formal action on its part. Please document the announcement on the enclosed form and return the form to DCR in the self-addressed envelope, enclosed for your convenience.

Should DCR decide to pursue this acquisition, it may be necessary to complete the transaction in less than the 120-day notice period otherwise required. We therefore ask that you agree to this reduction in time, and indicate your approval of the reduction on the waiver form enclosed herewith, and return it to DCR in the enclosed envelope.

Should you have any questions regarding this matter, kindly contact Sean Pierce, Director of Government Affairs at 617-626-4991. For your information, DCR has sent a similar notice to the Cape Cod Commission, Senator Julian Cyr, and Representative Sarah K. Peake. Thank you for your attention to this matter.

Sincerely,

Melissa P. McCarthy
Assistant General Counsel

/Enc.

Certified Mail No. 7015 1520 0002 7607 6317 Return Receipt Requested
DCR File #: P-000885

COMMONWEALTH OF MASSACHUSETTS · EXECUTIVE OFFICE OF ENERGY & ENVIRONMENTAL AFFAIRS

Department of Conservation and Recreation
251 Causeway Street, Suite 600
Boston MA 02114-2119
617-626-1250 617-626-1351 Fax
www.mass.gov/dcr



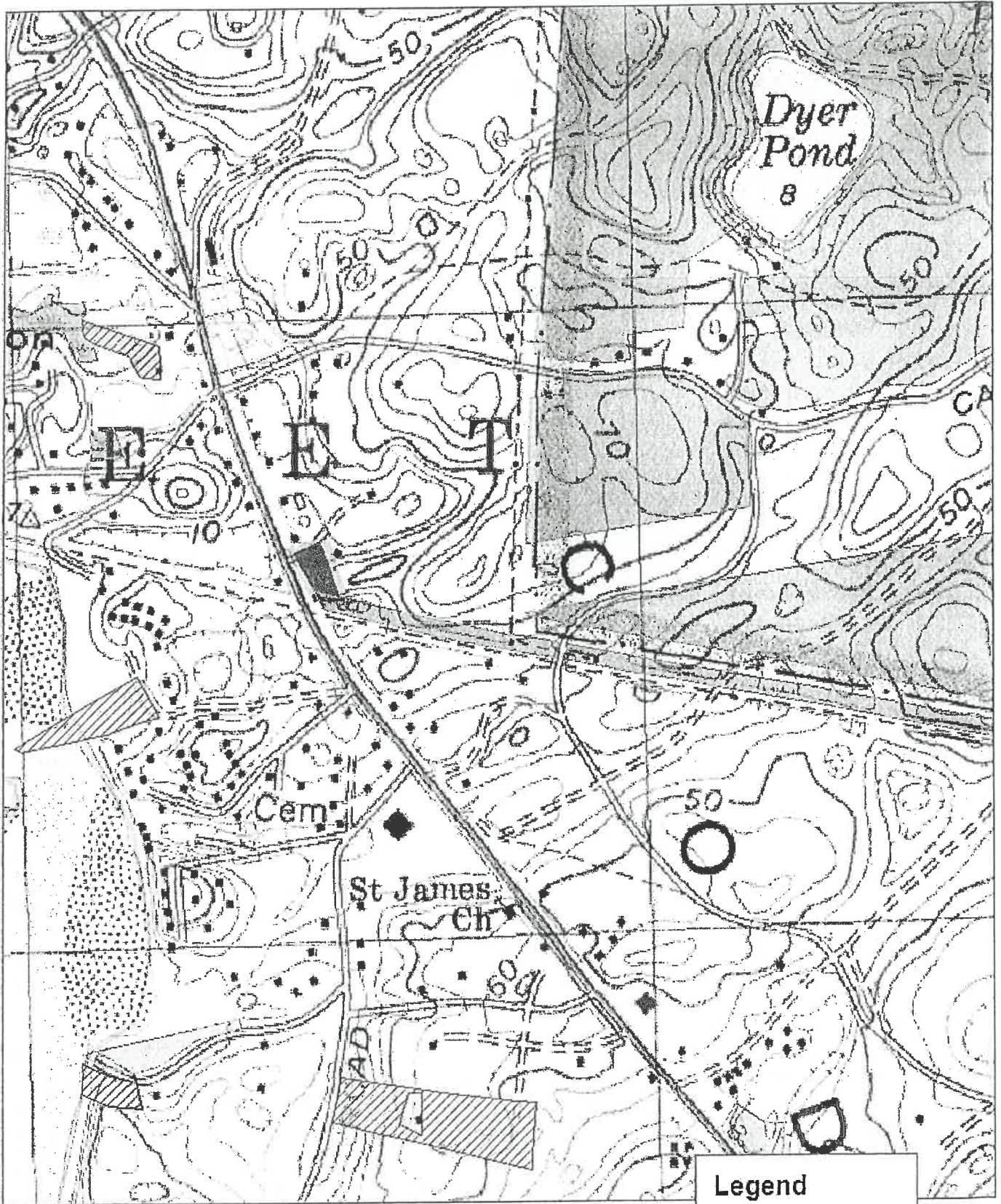
Charles D. Baker
Governor

Karyn E. Polito
Lt. Governor


Matthew A. Beaton, Secretary, Executive
Office of Energy & Environmental Affairs

Leo Roy, Commissioner
Department of Conservation & Recreation

Exhibit A



Legend

 Subject Parcel


CERTIFICATE OF ANNOUNCEMENT

**BIKE AND WALKWAYS COMMITTEE
TOWN OF WELLFLEET, MASSACHUSETTS**

I, Lisa Palladino, Member of the Bike and Walkways Committee of the Town of Wellfleet, Massachusetts, do hereby certify that on April 24, 2019, it was announced at a public meeting of the Bike and Walkways Committee that:

The Department of Conservation and Recreation might acquire an interest in a parcel of land located in Wellfleet as shown on the attached locus map marked as "Exhibit A."

Dated: April 24, 2019



Member

120 DAY WAIVER FORM

**SELECT BOARD
TOWN OF WELLFLEET, MASSACHUSETTS**

Pursuant to Code of Massachusetts Regulations Chapter 301 Section 51.0, et. seq., I, Janet Reinhart, Chair, Wellfleet, on behalf of the Select Board, hereby agree to waive the 120-day notice period as required by said section, as to a parcel of land of approximately .77 acres in the Town of Wellfleet as shown on Exhibit A attached hereto in which the Department of Conservation and Recreation is considering acquiring an interest.

Date: _____, 2019

Chair
Select Board



BOARD OF SELECTMEN

AGENDA ACTION REQUEST
Meeting Date: May 14, 2019

VIII

BUSINESS – J

REQUESTED BY:	Town Administrator
DESIRED ACTION:	Approval of Eversource petition for conduit on Cahoon Hollow Road.
PROPOSED MOTION:	I move to allow Eversource to install conduit on Cahoon Hollow Road.
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTE:	Yea _____ Nay _____ Abstain _____

**TOWN OF WELLFLEET
PUBLIC HEARING**

Notice is hereby given that a public hearing will be held on Thursday May 3, 2019 at 3:00 pm in the Town Hall Conference Room, on the petition of Eversource Energy to install approximately 36' of conduit/cable in the public way in Cahoon Hollow Road, Wellfleet. A copy of the petition is available for inspection in the Administration Office.

TO: Board of Selectmen

From: Principal Clerk

Date: May 3, 2019

RE: Conduit Hearing

A hearing was held on Thursday, May 3, 2019 at 3:00 p.m. in the Wellfleet Town Hall Conference Room, on the petition of Eversource Energy to install approximately 36' of conduit/cable in the public way in Cahoon Hollow Road in Wellfleet.

A copy of the minutes is attached.

I recommend that the Board vote to approve this petition.

April 16, 2019

Board of Selectmen
Town of Wellfleet
Town Hall
300 Main Street
Wellfleet, MA 02667

Dear Board Members:

Enclosed is a petition to install approximately 36 feet of conduit/cable in the public way in Cahoon Hollow Road, Wellfleet.

This proposed location (s) is to accommodate new underground service for the customer at 65 Cahoon Hollow Road. This petition will require a notice to abutters and a hearing.

Will you please present this petition before the Board for customary action and approval.

If you have any questions, please call me at 508-790-9022.

Warm Regards,



Jessica Elder
Right of Way Agent
EVERSOURCE ENERGY
Jessica.Elder@Eversource.com

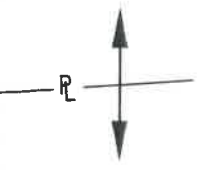
APR 18 2019

Plan to accompany petition of EVERSOURCE ENERGY to install approx. 36'± of 4" conduit to accommodate new underground service for #65 Cahoon Hollow Road.

PARCEL ID: 16-66.1
65 CAHOON HOLLOW RD
CAHOON HOLLOW ROAD LLC

PARCEL ID: 16-66-0
75 CAHOON HOLLOW RD
CAHOON HOLLOW ROAD LLC

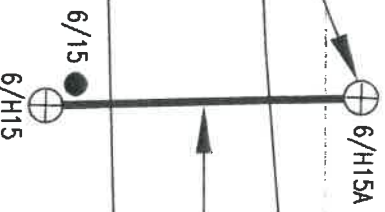
APPROX. R.O.W.



EDGE OF ROAD

EVERSOURCE
TO INSTALL
HANDHOLE #6/H15A

EDGE OF ROAD



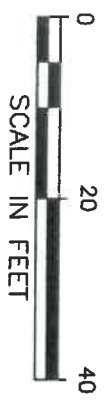
CAHOON HOLLOW RD

APPROX. R.O.W.

APPROX. 223' TO
OLD KING'S HWY

LEGEND

- ⊕ Proposed Hand Hole
- ⊕ Existing Hand Hole
- Proposed Conduit
- Existing Pole
- Pole with Riser



PARCEL ID: 16-3-0
70 CAHOON HOLLOW RD
RAMER, GERALDINE

BY YOUR USE OF THE INFORMATION CONTAINED IN THIS MAP YOU AGREE THAT NO WARRANTY OF ANY KIND IS MADE BY EVERSOURCE ENERGY WITH RESPECT TO THE INFORMATION, WHETHER NEAR ELECTRIC CONDUITS OR HANDHOLES ARE SHOWN OR NOT. EVERSOURCE ENERGY, ITS AGENTS, EMPLOYEES OR AGENTS COLLECTIVELY THE "NEAR ENTITIES" SHALL BE LIABLE FOR ANY LOSS OF, DAMAGE CAUSED IN WHOLE OR IN PART BY USE OF THIS INFORMATION, OR IN REDUCE FROM IT TO THE MAXIMUM EXTENT ALLOWED BY LAW, YOU AGREE BY YOUR ACCEPTANCE OF THE INFORMATION TO RELEASE, HOLD HARMLESS AND HOLD THE NEAR ENTITIES HARMLESS FROM ANY SUCH LOSS OR DAMAGE. THE INFORMATION MAY NOT REPRESENT A SURVEY. YOU MAY BE THE MOST COMPLETE AND IS SUBJECT TO CHANGE WITHOUT NOTICE. EVERSOURCE ENERGY AND ITS AGENTS, EMPLOYEES OR AGENTS, OTHER EXPRESSED OR IMPLIED WARRANTIES TO HOLD THE INFORMATION OR USE OF THE INFORMATION FOR OTHER THAN ITS INTENDED PURPOSES ARE PROHIBITED.

MASS. LAW

REQUIRES 72 HOURS ADVANCE NOTICE TO UTILITY COMPANIES BEFORE DIGGING BY ANYONE. CALL DIG-SAFE 1-888-344-7233

Plan #	2321868	<p>1165 MASSACHUSETTS AVE DORCHESTER, MASS. 02125</p>
Ward #		
Work Order #	2321868	Plan of CAHOON HOLLOW ROAD
Surveyed by:	-	WELLSFLEET
Research by:	PG	Showing PROPOSED HANDHOLE AND CONDUIT LOCATION
Plotted by:	PG	
Proposed Structures:	LM	
Approved:	A DEBENEDICTIS	Scale
#		1"=20'
		SHEET
		1 of 1
		Date
		MARCH 8, 2019



BOARD OF SELECTMEN

AGENDA ACTION REQUEST
Meeting Date: May 14, 2019

VI

TOWN ADMINISTRATOR'S REPORT

To: Board of Selectmen
From: Dan Hoort, Town Administrator
Subject: Town Administrator's Report
Date: May 14, 2019

This report is for the period April 7, 2019 through May 10, 2019.

1. General
 - Sexual Harassment Training for Staff and Volunteers is planned for June 2019.
2. Fiscal Matters
 - None
3. Meetings
 - April 9 – Select board meeting
 - April 10 – Town managers meeting on Shark Mitigation grant
 - April 10 – Herring River MOU conference call
 - April 10 – HDYLTA Trust public forum
 - April 11 – Cape & Islands Town Managers lunch
 - April 16 – Herring River MOU conference call
 - April 16 – Pre town meeting public forum
 - April 17 – Pre town meeting conference call with town counsel and moderator
 - April 18 – Select board meeting
 - April 22 – Select board meeting
 - April 22 – Town meeting
 - April 23 – Town meeting
 - April 25 – Meeting to discuss Local Comprehensive Plan re-start
 - May 7 – Meeting to discuss ATA replacement and town planning needs
 - May 8 – Town hall Finance Department meeting
 - May 8 – Meeting regarding insurance renewal
 - May 9 – Meeting with housing to discuss 95 Lawrence Road
4. Complaints.
 - none.
5. Miscellaneous.
 - Food Truck Request for Bids closes May 10th
 - Town web site update in progress
6. Personnel Matters:
 - Open position: DPW Facilities Manager
 - Open position: DPW Custodial
 - Open position: Assistant Town Administrator
 - Open position: Asst Town Collector/Town Treasurer
 - Town Accountant started on May 13th



BOARD OF SELECTMEN

AGENDA ACTION REQUEST

Meeting Date: May 14, 2019

X

CORRESPONDENCE AND VACANCY REPORT

Building and Needs Assessment Committee (5 Members)

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

Cable Advisory Committee (5 members)

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

Charter Review Committee (7 members)

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

Commission on Disabilities (up to 7 Members)

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

Comprehensive Wastewater Management Planning Committee (7 Members)

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

Conservation Commission (7 Members)

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

Cultural Council (no more than 15 Members)

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

Energy Committee (11 members total)

Vacant Positions	Appointing Authority	Length of Term
2 Positions	Board of Selectmen	3 years
Requesting Appointment:	One Application on file	
1 BOS Rep		BOS Term

Finance Committee (9 members, 2 alternate)

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



BOARD OF SELECTMEN

AGENDA ACTION REQUEST

Meeting Date: May 14, 2019

Herring Warden (1 Warden, 1 Assistant Warden)

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

Requesting Appointment: No applications on file

Human Rights Commission (1 Representative)

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

Requesting Appointment: No applications on file

Marina Advisory Committee (7 Members, 2 Alternates)

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

Requesting Appointment: No applications on file

Natural Resources Advisory Board (At least 3 Members)

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

Requesting Appointment: No applications on file

Open Space Committee

(7 Members)

Vacant Positions	Appointing Authority	Length of Term
1 Position	Board of Selectmen	1 year

Requesting Appointment: No applications on file

Personnel Board (4 members + TA + FinCom Rep)

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

Requesting Appointment: No applications on file

Planning Board (7 members)

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

Requesting Appointment: No applications on file

Recycling Committee (7 members)

Vacant Positions	Appointing Authority	Length of Term
1 Position	Board of Selectmen	1 year to complete term

Requesting Appointment: **One application on file**

Social and Human Services Committee (5 members)

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

Requesting Appointment: No applications on file



BOARD OF SELECTMEN

AGENDA ACTION REQUEST
Meeting Date: May 14, 2019

XII

MINUTES – A

REQUESTED BY:	Executive Assistant
DESIRED ACTION:	Approval of work meeting minutes
PROPOSED MOTION:	I move to approve the work meeting minutes of March 19, 2019 as amended.
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____

MINUTES – B

REQUESTED BY:	Executive Assistant
DESIRED ACTION:	Approval of work meeting minutes
PROPOSED MOTION:	I move to approve the work meeting minutes of March 21, 2019 as amended.
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____

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**Work Meeting
Wellfleet Select Board Meeting
Tuesday, March 19, 2019, at 1:00 p.m.
Wellfleet Town Hall, 300 Main Street, Wellfleet MA 02667**

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

Also Present: Dan Hoort - Town Administrator, Joseph Powers – Assistant Town Administrator, Courtney Butler – Executive Assistant.

Reinhart called the meeting to order at 1:00 pm.

There was no audience.

I. Announcements, Open Session, and Public Comment:

Houk asked if there was a list of residents on Lt. Island that could be provided to an interested party.

Houk said that the Planning Board has not met in a while due to lack of quorum because members are often not in the area during the winter months. Bacon noted this problem for the Energy Committee too. Houk suggested keeping in mind the residency of applicants when appointing Committee members.

Wilson suggested sending a letter to the Boards and Committees reminding them to work with members to ensure quorum. Hoort said he would add this to the agenda for next Tuesday's meeting.

II. Discussion of staffing needs. [Houk]

Houk suggested hiring a Town Planner. He said the Town should purchase Mac's at the Pier, 3 Kendrick Ave., and the WHAT building down by the pier and then leasing the properties to these businesses. He said the Town should plan for the future of Wellfleet. Reinhart noted the need to get a vision for the Town and said the Harbor could be much better utilized. She also noted the difficulty in hiring a Town Planner.

Wilson asked Powers what the job of Town Planner is and how the job is going so far for him. Powers said it can vary between municipalities. He first noted that he is the Assistant TA who has the responsibility for Planning Board and planning matters, and that he has no certifications. Powers noted that there are employees who work with Boards as part of their job. He asked the Board to be mindful of these employees and their reporting structure, when thinking of new positions. He said this in regard to Rebekah Eldridge who works with numerous Boards, including Planning and Water Commissioners.

Powers said that the position of Town planner is currently going well for him and he has encountered hardly any issues regarding Zoning Bylaws or planning issues. He also noted the

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Planning Board's inability to reach quorum. Powers recommended asking the Board what they would like to see in a Town Planner.

Carlson suggested a consultant who can assist in creating a master plan for the Town. Hoort noted Provincetown's organizational structure. They have a Community Planner and a Conservation Planner. There was discussion about previous roles held in Town and what a Town Planner's role should be.

There was discussion of previous efforts aimed to plan for the Town. Reinhart said she will keep Town Planner as one of her goal's and priorities for the next year. Bacon said it was important to complete the Local Comprehensive Plan first, and it will give us a stepping stone for the Town Planner position. She said the Housing Authority may be hiring a consultant and suggested sharing the consultant with the Authority. Reinhart suggested contacting the Cape Cod Commission for assistance.

Wilson asked if Hoort had found any other versions of the Local Comprehensive Plan. Hoort said no. Powers said he would look. Wilson suggested looking at what Power's is currently doing and what the Town needs a Planner to do right now. Houk said there had been a lot of good suggestions and he was glad this would be put on a future agenda.

III. Discussion of Town Meeting Warrant. [Hoort]

Hoort said the Dredging Committee met on Monday and they are requesting \$7.5 million for dredging. He said Wilson would be bringing another article that requests a large sum of money to their upcoming meeting. Wilson asked how these articles would impact taxes. Hoort provided a spreadsheet which showed that the impact in Year 1 on a Median Single-Family Home would be \$442.72.

Hoort said the Water Resource Director article was voted into the Warrant and that if the article is going to be changed, then a motion to reconsider would need to be made. He said he met with staff and Selectboard members to discuss this position further and there are still some questions about the structure of the position. He said he has drafted an article to better fit the current needs that this position would fill. He suggested bringing in a consultant to help determine the needs of the position in Town. Hoort said this would be included in next Tuesday's agenda. Wilson thanked Hoort for his efforts on redrafting the article and said that she wants this article to pass.

Carlson noted the amount of work the Wastewater Committee has done to comply with DEP regulations and the importance of hiring a permanent position. She said she was in support of hiring a consultant, but asked who would manage them, and said she thought more would get done with a permanent hire. Reinhart said she was under the impression this was all worked out and wanted to see the article. She suggested a meeting of all staff who are involved in water. Carlson said her opinion of what was best for the Town was to hire a staff who would be able to take on all the work coming down the line. Wilson agreed with Carlson about the need for staff. She said the employee would go under the Health and Conservation Department.

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Hoort said when he speaks of a consultant, he would like someone who is smart in this area to come in and structure the position based on needs displayed by the Boards and Town.

IV. Insert Ballot Questions into Warrant [Hoort]

Hoort provided members with 12 ballot questions to be inserted on the election warrant.

Wilson asked if the Water Resource Director article's name could be changed. Hoort said he would change this to make it more open-ended. Houk asked about the Buildings and Grounds funding and asked if the work would actually get done. Hoort said this was the intent, and the Town wouldn't ask for the money if they did not plan to complete the work.

Hoort said each of the questions, except for the Charter Amendment, had financial impact.

Question 1: Charter amendment.

Wilson noted this was voted on at last year's annual meeting and this was finalizing that process. Houk originally wanted to change language that implied that the Selectboard must request permission from the TA prior to talking to Town employees. Hoort said he talked with the Review Committee and discussed it but left it out from this year's article in fear of "muddying the waters" to get this approved next year. Houk seconded this, saying a Review Committee member told him the same.

Bacon moved to insert question 1 in to the April 29, 2019 election warrant as printed in the meeting packet.

Wilson seconded, and the motion carried 5-0.

Question 2: Firefighter/EMT/Paramedic position

There was no discussion.

Bacon moved to insert question 2 in to the April 29, 2019 election warrant as printed in the meeting packet.

Wilson seconded, and the motion carried 5-0.

Question 3: Aerial Ladder/Pumper Truck Purchase

Houk asked about the need for the truck. Reinhart noted that Chief Pauley has explained the need in the past. Hoort said it was the only truck that could get to large fires. Wilson said it is also a pumper truck.

Bacon moved to insert question 3 in to the April 29, 2019 election warrant as printed in the meeting packet.

Wilson seconded, and the motion carried 5-0.

Question 4: Streetsweeper Purchase

There was no discussion.

Reinhart moved to insert question 4 in to the April 29, 2019 election warrant as printed in the meeting packet.

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Carlson seconded, and the motion carried 5-0.

Question 5: Front-end Loader Purchase

There was no discussion.

Bacon moved to insert question 5 in to the April 29, 2019 election warrant as printed in the meeting packet.

Carlson seconded, and the motion carried 5-0.

Question 6: Refuse/Recycle Trailer

There was no discussion.

Carlson moved to insert question 6 in to the April 29, 2019 election warrant as printed in the meeting packet.

Wilson seconded, and the motion carried 5-0.

Question 7: Police Cruiser Purchase

There was no discussion.

Houk moved to insert question 7 in to the April 29, 2019 election warrant as printed in the meeting packet.

Wilson seconded, and the motion carried 5-0.

Question 8: Building and Grounds Improvements

There was no discussion.

Carlson moved to insert question 8 in to the April 29, 2019 election warrant as printed in the meeting packet.

Bacon seconded, and the motion carried 5-0.

Question 9: Universal Preschool

There was no discussion.

Houk moved to insert question 9 in to the April 29, 2019 election warrant as printed in the meeting packet.

Wilson seconded, and the motion carried 5-0.

Question 10: Shellfish Shack

There was no discussion.

Houk moved to insert question 10 in to the April 29, 2019 election warrant as printed in the meeting packet.

Bacon seconded, and the motion carried 5-0.

Question 11: Funding for Support for Water and Wastewater

Hoort noted a change in the language to include “for funding additional support for Water and Wastewater and all costs incidental and related thereto for the fiscal year beginning July 1st, 2019.”

Wilson asked if it could say “water related issues” to cover Water Commissioners and anything else that might come up. Bacon said Water Resources Director says this same thing. Hoort said he

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felt it was clear, but he would include it. Houk asked if there was a cost. Hoort said they would not know the cost until Thursday.

Wilson moved to insert question 11, as amended by the Town Administrator, in to the April 29, 2019 election warrant as printed in the meeting packet.

Carlson seconded, and the motion carried 5-0.

Question 12: 3 Kendrick Ave.

Hoort said if they'd like to have this on the Warrant, it would need to be voted on this week.

Reinhart said she was personally over this – buying the property. Wilson said she'd like to hit the pause button and not have it on the warrant. Hoort said they could take no action if they would like and have until Tuesday to make a final decision.

Houk said he wanted the question on the warrant. Carlson asked Houk if this was because of his vision for the waterfront. Houk said yes and he thought it could start by purchasing one piece of property. He noted that the article could also be withdrawn at Town Meeting. Bacon said her vision for the waterfront begins with dredging and she would like to start by asking taxpayers to make that commitment before agreeing to buying property.

There was further discussion about a vision for the waterfront.

Houk moved to insert question 12 in to the April 29, 2019 election warrant as printed in the meeting packet.

Carlson seconded, and the motion failed 3-2. Wilson and Bacon opposed, and the vote required 2/3 vote. (2/3 vote would've been 4 votes)

Wilson moved to adjourn.

Houk seconded, and the motion carried 5-0.

Meeting was adjourned at 2:12 pm.

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**Work Meeting
Wellfleet Select Board Meeting
Tuesday, March 21, 2019, at 12:30 p.m.
Wellfleet Town Hall, 300 Main Street, Wellfleet MA 02667**

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

Also Present: Dan Hoort - Town Administrator, Joseph Powers – Assistant Town Administrator, Courtney Butler – Executive Assistant, and Jennifer Congel – Assistant Town Clerk.

There was a full audience.

Reinhart called the meeting to order at 12:30 pm.

I. Announcements, Open Session and Public Comment.

There were no announcements or comments.

II. Discussion of the possible purchase of Map 34, Lot 17 from the HDYLTA Trust. Decision on inserting the ballot question and possible warrant article.

Carlson disclosed her relationship with a grant owner and said that her disclosure form is in the Office of the Town Clerk.

Reinhart said there would not be much discussion on this and it would go into further discussion on Tuesday at their regular meeting. Hoort said he was looking to have the Board insert the ballot articles.

Wilson said she did a lot of research on this. She said the trustee of HDYLTA Trust, Todd Mindrebo, needs a signed a purchase-in-sale agreement prior to placement on the Warrant, with contingencies. Wilson said this is not impossible even though we have only a month. She noted that if this does not get on the Warrant or pass at the ballot box, all bets are off. Wilson recommended getting this on the Warrant today and proceeding to carry on discussions later, given that it is time sensitive.

Reinhart and Wilson discussed exactly what Wilson was looking for from this meeting. Wilson said she would like the article to be placed, with the language provided to them, in the Warrant.

Bacon noted both ballot questions that are being discussed said that both questions being looked at today will have significant impact on residents. She said “nothing on the Town Meeting Warrant is so directly linked to the Town’s economic vitality than

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these two articles. I do wish the Warrant wasn't such a heavy financial lift. Can we do another year without a ladder truck, front-end loader, or streetsweeper? I cannot answer that question. But the approval of these two articles at Town Meeting and ultimately in the ballot box would give some assurance to the next generation of Wellfleet residents that we care."

Carlson noted Shellfish Constable Nancy Civetta's letter in support of the purchase of the property. The letter concludes with saying "the Town has an opportunity to ensure that small family farms will be the future of Wellfleet and that large out-of-town enterprises will not be able to monopolize Wellfleet's productive shellfish bottom." Carlson said the letter is eloquent and stated the issues clearly.

Hoort said a copy of the letter will be on the Town's website under 2019 Annual Town Meeting. Wilson said the other information the Board is looking at would be on the website as well.

Wilson said she worked with Civetta, Assessor Nancy Vail, and a number of other people. She said in the purchase, including 219.53 acres at \$3.4 million, an acre costs about \$15,000. She noted that two existing grants have already been sold for \$20,000/acre, and those owners own to the bottom. Wilson said the Town would also get a continuous mile of beach, Burton Baker Beach, that has a public landing. She said about 1/3 of the aquaculture acreage in Wellfleet is located within the HDYLTA Trust land. She also noted that the entire lot was useful because wild harvesting can occur there.

Audience member John Wolf said that he was not necessarily opposed to this article and noted that the Harbor dredging will be expensive. He also said that he was not clear on what happens if this is not purchased and asked that question.

Reinhart said that if these two articles go through, the tax impact, for a Median Income Family in Year 1, will be \$442 per year. HDYLTA would be \$81.62 of that, dredging is about \$262. She agreed with Wolf's question, about what happens if the Trust is not purchased, and asked him to keep it in mind.

Wilson said there are a number of people who have grants in the HDYLTA area who would like to buy them. She said if you own the bottom you can charge rent to anyone who has a license from the Town to farm. She said the taxes on the property are about to go up, because the appraisal has gone up. Wilson said she would like to protect the people with less money who are farming in that area. Wilson said she believed this was one thing that was a commons, at the heart of the Town, and for the well-being of the community. She said we should at least ask people if they would like to spend the money by putting it on the Warrant.

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Audience member Bob Wallace said that, it seemed to him, that if there was a purchase-in-sale agreement it puts the Town in a lesser position. He suggested everything that was non-shellfishable be given to the Conservation Trust and the Town negotiate a price for the rest of the land. He noted the owners would have to pay Capital Gains Tax, so donating half would be beneficial to them.

Reinhart asked if the land would still be drivable if donated to the Trust. Wallace said stipulations could be made. Wilson said the purchase-in-sale agreement protects the Town, and if it is not passed at Town Meeting then the Town does not have to pay it. Bacon said it ties our hands. Wilson agreed with Wallace, that the HDYLTA should donate some of the land, but did not know whether the Trust would agree or not to allow driving and picking in the wild. She said this was something that could be worked out after this.

Reinhart asked where the value of \$3.5 million, now down to \$3.4 million came from. Wilson said Mindrebo gave her the price after considering the prices of the grants. Reinhart asked if there were any comparable lots in New England being sold that this number was based on. Wilson said she felt it was a fair price but did not answer Reinhart's question.

Houk said Wallace had a good idea, but that the Board should speak with Town Counsel to find out their legal obligations. He also said the Finance Committee and Conservation Commission need to meet on this. Houk said he supported protection of the grants by the Trust, but this article will need to be pushed to residents who are not in the shellfish community.

Carlson asked Hoort if they could look at purchasing the land at \$3 million and then explore amortizing it over 40 years and accessing a betterment to grant holders. Hoort said it could be structured any way, but if it is being rented there is a certain price. He said the State would be the approving authority.

Audience member Janet Morrissey said she is in favor of protecting the community, but she is stunned at the price. She said the assessor's database shows that the property is valued at \$250,000.

Audience member Damien Parkington asked where MA State Law addresses these grants but asked about wild harvesting. He said he believed the public still had access through the lowland. Parkington said if it is established under a DMF grant, then the land enters protection through DMF law. He also agreed with the inflated price for the land.

Carlson said to the audience that there is a bill to privatize grants in front of the MA State Legislature. She said to take into account that the price is what the market will bear and the owners have already sold a couple of lots.

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Wilson addressed Parkington, saying the access is not for wild harvesting, it is access for aquaculture grants. She said the Conservation Commission (ConsCom) would sign off on the driving of the land, not the Conservation Trust.

Audience member John Morrissey said he hopes we go through a deliberative and thorough process before Town Meeting. He said he read in the newspaper that Civetta was quoted as saying there are 24 grants on the land now, 6 being operated by grant holders. He clarified that there are 18 people with grants on the land, but who do not own it.

Reinhart asked how many people would benefit, and how much money does each grant produce that makes the \$3.5 million would be cost effective. Wilson said there are a number of factors that determine the revenue for a grant, but a 1 acre grant it could make as much as \$70,000.

Morrissey asked how many grants were on the land currently, Wilson said 24. He asked Wilson how many of those 24 grants were owners. Wilson said 4 people are in HDYLTA, 2 lots have been sold, and there are 3 acres committed to another person – so 7 people own land in the HDYLTA area. Morrissey clarified that 17 grants are on the 250 acres the Town is looking at. Morrissey said this number would be valuable if we are going to purchase this land.

Audience member Mike DeVasto said yes, there are around 17 licensed sites that contain various acres worked by a number of people. DeVasto said Civetta could probably provide the exact number. Civetta was unable to attend today because she and other staff are at a MA Shellfish Constable meeting.

DeVasto said well over 10% of the Town is economically impacted by the industry, probably more than that when you look at the bigger picture. He said it is rare for a municipality to reclaim land that was once public land that has been privatized. DeVasto noted that an owner could limit public access at any moment if they wanted to. He said there is a value to be put on the grants, but there is more at issue here, such as public access. DeVasto said noted that he and a lot of other people are impacted by the industry economy.

Audience member Brett Morse said he attended a Mass Aquaculture Association (MAA) meeting and learned that there are big farms in other MA towns. He noted that there are very few wild fishermen left. He asked what was to keep a seafood company from buying the property and moving their employees here.

Audience member Brad Morrison thanked the Board for caring about the Shellfish community. He said the reason other people may not have bought the land yet is

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because the grants are only good if they have the Town license on them. He had concerns about buying lots that have grant holders on them currently.

Audience member Fred McGee asked if there was a timeframe that an answer needed to be provided to the owners. He also asked if the Town was in fact in negotiations with the Trust.

Reinhart told the audience to send letters with any concerns to the Board. She said there has been little negotiations. McGee noted the acronym stands for “How Do You Like Them Apples”. Reinhart asked Wilson to confirm that the Board was not in negotiations with HDYLTA. Wilson said negotiations could begin after this meeting and discussed how both the Town and HDYLTA wanted some sort of commitment from the other today.

Parkington encouraged the Board to come to a lesser number to bring to the voters. Bacon said to the audience that the question before the Board today is whether or not it gets inserted as a ballot question. She agreed with Houk to seek legal counsel. Bacon also said the Board needs to consider the price, and that the taxes will have a long life. She asked the audience if they supported the insertion of a ballot question or article on the Town Warrant. The audience, with the exception of a few, raised their hands.

Wallace said the acreage starts at the mean high water and the beach has been eroding greatly to the point where there is only beach at low tide. He said the HDYLTA Trust wants no more grants issued after the Town purchases it. Wilson said that most of the area is productive for wild fisheries and cannot have a grant. She said this constituency was brought up with Mindebro.

An audience member said it was pretty important to talk to Town Counsel and noted previous deeds to the property being “fuzzy” and asked if it could be subdivided. He asked if it created any ownership stake, and what the Town was actually buying. He asked HDYLTA for a commitment to only be in discussion with the Town.

Audience member Berta Bruinooge asked about the tax implication. Reinhart clarified that it was \$442 for the entire Warrant. Bruinooge asked what the figure was based on. Hoort said it was based on a median family income which was about \$525,000 and \$535,000. Bruinooge said it was misleading to throw out this number, since everyone’s taxes would be impacted different.

Reinhart welcomed the audience to the meeting on Tuesday. Reinhart asked for a motion. Powers noted the Scribner’s error and asked the Board to recognize it.

Wilson moved to place the article titled “Purchase of Parcel 17 of Map 34 of the Wellfleet Town Assessor’s Map” on the 2019 Annual Town Meeting Warrant with the recognized Scribner’s error.

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Bacon seconded, and the motion failed 3-1-1, with Houk opposed and Carlson abstaining. The vote requires 2/3, which would be 4 members approval.

Houk opposed because he wanted to wait until the meeting on Tuesday night, when he thought this was going to be discussed, and to hear from Town Counsel.

Bacon moved to insert the Purchase of Parcel 17 on Map 34 into the 2019 Election Warrant as printed in the packet.

Wilson seconded, and the motion carried 4-0-1, with Carlson abstaining.

Morrissey asked if there was a price listed in the article the Board just moved to insert into the Election Ballot. Reinhart said it noted the sum of \$3.4 million. Powers noted that the Warrant includes all necessary information pursuant to MA Department of Revenue policy.

Audience member Ed Miller asked if the owners, if the Town doesn't buy it, could put a restriction on the sale that could require the accessing of various shellfishing in perpetuity. Reinhart and Bacon said yes. Miller asked if the Board would be willing to ask the members of the Trust if they'd be willing to make such a stipulation. Reinhart said no, because they are not prepared to discuss this yet.

Hoort discussed the process going forward, now that the article has been inserted into the Election Ballot. That insertion provides the Town with funding, the article at Town Meeting provides for permission to do so. Hoort said he hasn't seen anything regarding a purchase-in-sale-agreement, and the only thing that has gone to Counsel was the Warrant Article and the Ballot Question to make sure they were in accordance.

When the purchase-in-sale-agreement was first brought up, it was to avoid what happened with 3 Kendrick Avenue. The agreement would assure that discussions of sale are only between HDYLTA and the Town.

III. Discussion of Dredging article for Town meeting. Decision on inserting the ballot question and possible warrant article.

Reinhart said the Town received notice that the President's budget for 2020 includes \$5 million for dredging the federal channel through the Army Corps of Engineers. She said there are three sections of dredging – the federal channel, the state channel, and the local channel. This article is for funding dredging of the state channel.

Reinhart said the state channel will cost \$10 million, and the State will only pay half. The Town is asking for \$7.5 million from voters. She said \$5 million will be to have ready to go when the State is ready to go, she noted the short window for dredging. The \$2.5 million is to show the Town can afford to maintain it after the dredge. Reinhart

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believed the dredging could begin as early as October 2019, but October 2020 was more realistic.

Hoort then noted that dredging companies are reserved three years out and it is important for us to commit. For the state channel, the earliest a company could come is 2021. He said it is also important to secure this money because we will most likely receive match funding from the state.

Morrissey asked when the money would be borrowed and when the bonds would go until. Hoort said if it was done in the Fall of 2021, the money is expended in the Fall of 2021 (fiscal year 2022), borrowing the money around May 2022, and taxes will increase in October in 2022.

Parkington asked if this plan was the same as the one considered last year. Reinhart said yes but it is asking the company to have their own equipment. She said Dennis Murphy has looked into the cost of renting the equipment. Hoort said the County has made mention that they may purchase dredge.

Audience member John Wolf said an offer was made to purchase used suction dredging equipment for Wellfleet from Mark Blasch and the spoiling could be dumped on his property. Reinhart said this was not the case. Wilson said there is an issue of the Conservation Commission denying the application for revetment. Bacon said a suction dredge cannot be used and the Town will always look at a mechanical dredge that has the necessary hydraulic output and there isn't this type of machine available. Reinhart said the dredging material may not be suitable to put on their beach property anyway.

Parkington asked if the money in the article could change. Reinhart said yes.

Carlson moved to place the article Wellfleet Harbor Dredging on the 2019 Annual Town Meeting Warrant.

Bacon seconded, and the motion carried 5-0.

Carlson moved to place the article Wellfleet Harbor Dredging on the 2019 Election Warrant.

Bacon seconded, and the motion carried 5-0.

Houk said he spoke to Mike Flanagan who spoke with a dredging company who could dredge the local channel for \$2 million.

IV. Adjournment

Houk moved to adjourn. Wilson seconded, and the motion carried 5-0.

Meeting was adjourned at 2:15 pm.



BOARD OF SELECTMEN

AGENDA ACTION REQUEST
Meeting Date: May 14, 2019

XII

MINUTES – C

REQUESTED BY:	Executive Assistant
DESIRED ACTION:	Approval of meeting minutes
PROPOSED MOTION:	I move to approve the minutes of March 26th, 2019 as amended.
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____

MINUTES – D

REQUESTED BY:	Executive Assistant
DESIRED ACTION:	Approval of meeting minutes
PROPOSED MOTION:	I move to approve the minutes of April 9th, 2019 as amended.
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____

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**Wellfleet Selectboard Meeting
Tuesday, March 26, 2019 at 6pm
Wellfleet Senior Center**

Selectboard Members Present: Chair Janet Reinhart; Kathleen Bacon, Justina Carlson, Jerry Houk, Helen Miranda Wilson

Also Present: Town Administrator Dan Hoort; Assistant Town Administrator/Town Clerk Joseph Powers, Executive Assistant Courtney Butler; Shellfish Constable Nancy Civetta; Human Services Director Suzanne Grout Thomas

Chair Reinhart called the meeting to order at 6:00 p.m.

ANNOUNCEMENTS, OPEN SESSION AND PUBLIC COMMENT

- Houk announced the Wellfleet Alzheimer Association Fundraiser at PB Boulangerie on April 15th from 4-7pm, tickets are \$35 and there will be raffle drawings.
- Houk congratulated John Mankevetch and Chris Manulla who were named Deputy Shellfish Constables of the Year by the Massachusetts Shellfish Association
- Houk thanked Mike Flanagan and Will Sullivan of the Harbormaster's office whose quick action saved the lives of two boaters.
- Hoort said he would be asking the Board to create a Gift Fund at their next meeting, for money to purchase the HDYLTA Trust land.
- Hoort mentioned that he would be hosting a Coffee with the TA at the Library on April 6th from 10am to 12noon to answer questions about the new room occupancy tax.
- Audience member Berta Bruinooge asked about the State's plan was to resurface Route 6.
- Audience member John Wolf asked about the new room occupancy tax.

BUDGET PRESENTATIONS

Nauset Regional School District

Superintendent Tom Conrad presented the District's budget for FY 20. John Easley and Giovanni Vinditti from the District were also present. Conrad thanked the Board and Hoort for their support and for also getting the WES Committee meetings filmed.

Conrad said they are watching demographics very closely and schools all over the Cape are working with an expert in the field. Conrad mentioned the redesign of NRHS and they are down to 6 options to choose from. Conrad said the cost is estimated at \$65 million right now. He said they will continue to host community information sessions.

Reinhart said she felt the District would do a good job of keeping costs down and making the facility useful for the everyone. Conrad concurred. Reinhart noted the lack of community centers on the Outer Cape, as well as the lack of childcare for employees. Conrad said a childcare center is in the works at Eastham Elementary for District employees.

Houk commented on the hiring issue faced by Fire Departments and suggested the high school encourage an EMT program for seniors interested in that career path. Conrad said he would raise this

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issue with the Fire Chiefs and knows that it is an opportunity for students to find good jobs on the Cape and serve the community.

Carlson asked about the adult education program at Nauset. Conrad said the Community Education program was based out of the middle school, but they see it expanding with the possibility of a new campus. Carlson said she had two children go through the Nauset school system, one that has graduated, and commended the staff.

DISCLOSURE REVIEWS

Rebecca Noble – Bike and Walkways Committee

Wilson explained a disclosure agreement saying that it asks the person being appointed by the Board to disclose any interest, financial or otherwise, that may cause a conflict. Wilson said she was impressed with Noble's perfect disclosure.

Noble said that even though her husband owns a bike path and their property is near the path, it will not be a factor in her being able to research and make recommendations.

Carlson said the Board received a letter from a citizen concerned about Noble's business conflict. Carlson said she agreed. Noble asked Carlson if she thought she would not be capable of following the charge of the Committee. Carlson said she did not think Noble was incapable, but worried about the appearance to the public.

Reinhart said there were two letters received. She noted that Noble has made all her disclosures and asked Noble to recuse herself when necessary.

Wilson said her impression of Noble and her husband's focus was on the safety of having a bike path. She said she thought Noble could do a good job on this Committee and having spoken with her, she finds her point of view very much on behalf of the Town and that she is in no way have her finances affected. Wilson said there is an appearance of conflict, but nothing that would substantially affect her ability to serve on the Committee. Wilson said she wants Noble's expertise.

Bacon asked how many meetings the Committee has had. Noble said 1, since they reached quorum and will have 1 tomorrow.

Ned Oliver, Committee member, said the Committee had been in limbo for a while but Noble has been a huge help. He said she is conscientious, and she has recused herself when possible. Oliver said it would be good for the Town to take advantage of her expertise and energy.

Wilson moved that the Board of Selectmen determines that the financial interest is not so substantial as to be deemed likely to affect the integrity of the services which the Town may expect from Rebecca Noble.

Houk seconded, and the motion carried 4-1, with Bacon opposing.

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Nancy Civetta – Fishermen’s Alliance and Wellfleet Shellfish Promotion and Tasting

Civetta said that she has been and always will act in the best interest of the Town, with feedback from the shellfishermen and the shellfishing public. She said she completed two forms – one for the Cape Cod Commercial Fishermen’s Alliance and one for SPAT. The Cape Cod Commercial Fishermen’s Alliance, one of the Mass Shellfish Initiative’s (MSI) steering committees, Civetta’s formal employer. Civetta was also appointed to SPAT’s Assessment’s Committee. She said she has not attended any meetings yet.

Wilson thanked Civetta for the disclosures. She said she is glad Civetta will serve on the Assessment Committee and represent the Town.

Reinhart noted it is hard to disassociate yourself from any sort of conflict of interest in a small town like Cape Cod.

Carlson thanked Civetta for her thoroughness and sincerity of past professional and volunteer commitments. She clarified that Civetta does not have any financial interest in the Fishermen’s Alliance. Civetta said she does not, that she is employed only by Wellfleet, that she loves her job, and this is her loyalty. Carlson said she believed the shellfishing community was lucky to have her and she was glad to have the chance to clear up any misunderstandings. Houk agreed with Carlson and said he felt Civetta will bring a lot to the Town. He said he was happy to have Civetta.

Audience member Jude Ahern thanked Civetta and said she was happy Civetta was the Constable. She then said that she asked about Civetta’s relationship with the Cape Cod Commercial Fisherman’s Alliance, not the MSI. Civetta said her disclosure is for the Fishermen’s Alliance and reiterated that the Alliance is on the steering committee for the MSI. She said she spoke with an ethics officer at the Constable training, spoke with an attorney of the day, and then submitted her papers. Civetta says she has not participated in any MSI meetings because she did not want there to be an appearance of conflict of interest.

Powers reminded all parties that tonight the Board was here to perform a “perfunctory administrative matter related to the disclosure of an appearance of a conflict of interest in accordance with MA General Law.” He said this is not an opportunity to talk about the reputation or conduct of the employee because they have certain rights under the law. Powers said that since the Board has chosen to be in full transparency, they simply need to decide if they feel that the disclosure is appropriate, and do they support the information disclosed.

Bacon moved that the Board of Selectmen determines that financial interest is not so substantial as to be deemed likely to affect the integrity of the services which the Town may expect from Nancy Civetta.

Wilson seconded, and the motion carried 5-0.

Civetta said she was a board member of SPAT as a volunteer, and she resigned once she took her Constable position. She continued to volunteer during Oyster Fest weekend of 2018, running the shuck-off as she has for several years, on her own time. Civetta said SPAT wants to support the Town and she would like to request funds to support propagation and barge safety equipment.

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Bacon clarified that Civetta is not paid for her services during Oyster Fest weekend. Civetta said that is correct and that she is also not typically scheduled to work for the Town on those days.

Wilson thanked Civetta for apply to SPAT for things the Town needs.

Bacon moved that the Board of Selectmen determines that financial interest is not so substantial as to be deemed likely to affect the integrity of the services which the Town may expect from Nancy Civetta.

Carlson seconded, and the motion carried 5-0.

Civetta asked about the extension of the Bay Scallop season. She said the procedure is for the Board to right a letter to petition the DMF to extend the season in Wellfleet waters for 2 weeks. She provided the Board with a draft letter to DMF, a letter from shellfishermen, and a table from the State showing the number of landings.

Bacon thanked Civetta and noted the urgency to get the letter out.

Bacon moved that the Board send a letter to Dr. Pierce with DMF with regard to extending the Bay Scallop season.

Houk seconded, and the motion carried 5-0.

Powers advised to put this as an agenda item for the next meeting, to allow for further discussion. Reinhart asked to put it on the website as well.

LICENSES

Seasonal License Renewals

Bacon moved to approve the renewal of seasonal licenses for the Wellfleet Beachcomber, Winslow's Tavern, Lighthouse Restaurant, Bocce Italian Grill, Wellfleet Motel and Lodge VR's, Maurice's Campground, Wellfleet Marketplace, Chequessett Yacht and Country Club, Flying Fish Café, Wellfleet Flea Market, Catch of the Day, Mac's Shack, The Pearl Restaurant, Harbor Stage Company, Bob's Sub N Cone, Ceraldi, Chequessett Yacht & Country Club Boathouse, and Liquor N More.

Carlson seconded, and the motion carried 5-0.

Common Victualler

Reinhart moved to approve the renewal of Common Victualler licenses for Bob's Sub N Cone, Lighthouse Restaurant, and Marconi Beach Restaurant.

Bacon seconded, and the motion carried 5-0.

Weekly Entertainment

Bacon moved to approve the renewal of a Weekly Entertainment license for Lighthouse Restaurant.

Carlson seconded, and the motion carried 5-0.

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Automatic Amusement

Wilson moved to approve the renewal of an Automatic Amusement license for Bob's Sub N Cone. Carlson seconded, and the motion carried 5-0.

APPOINTMENTS/REAPPOINTMENTS

Comprehensive Wastewater Management Planning Committee

Eben Kenney presented his reasons for wanting to be on the Comprehensive Wastewater Management Planning Committee (CWWMPC). He said he wanted to stay involved. He said he is also a member of the Wellfleet Shellfishermen's Association and learned about possible nitrogen mitigation through planting of oysters. He said he would like to contribute and learn at the same time.

Bacon said she was pleased that Kenney would share his insight, knowledge, and energy by joining the Committee. Wilson said she was also pleased and would send Kenney documents the Committee was currently working on. Carlson thanked Kenney for serving.

Bacon moved to appoint Eben Kenney to the Comprehensive Wastewater Management Planning Committee for a 2-year term.

Wilson seconded, and the motion carried 5-0.

Dredging Task Force

Reinhart commented on Felix's other involvement in Town. Wilson asked Felix to list these other involvements and Felix listed them as: The Cape Cod Water Protection Collaborative, Forum, CWWMPC, and Board of Water Commissioners. Curt Felix presented his reasons for wanting to be on the Dredging Task Force.

Carlson moved to appoint Curt Felix to the Dredging Task Force for a term to expire on June 30, 2021.

Houk seconded, and the motion carried 5-0.

Dredging Task Force

John Wolf had submitted his application for appointment. John Wolf asked why there were no alternate positions. Reinhart said the Force has ten people, staff and members included, and wanted to keep the number limited.

Wilson said there are 5 appointees. Reinhart said the Board would be changing the charge to remove two alternates.

Historical Commission

Merrill Mead-Fox presented here reasons for wanting to be on the Historical Commission. Bacon said she felt this was a good place for Mead-Fox to start. Wilson asked Mead-Fox if she had read the charge or attended meetings. Mead-Fox said yes.

Carlson moved to appoint Merrill Mead-Fox to the Historical Commission for a 2-year term. Bacon seconded, and the motion carried 5-0.

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Appointment of Special Police Officers

Chief Fisette was not present. Hoort said he would ask Fisette to bring the officers in to meet them at some point. Wilson noted they had a lot of information about the officers and one or two had already been working for the Town.

Wilson moved to appoint Michael Allen, Roshawn Groce, and Kyle Robbins as Special Police Officers for the appointment period May 13, 2019 through June 30, 2020. Bacon seconded, and the motion carried 5-0.

BUSINESS

Summer Surf Instruction Discussion

Grout Thomas said it is the time of year that surf schools apply for Use of Town Property. She noted the heightened awareness around sharks and wants to discuss the upcoming season. She said Nauset Beach in Orleans will not be permitting, but the Cape Cod National Seashore will.

Reinhart said she spoke with some instructors who want to continue teaching, and she trusts they will use their judgement. She noted a letter received by the Board from Sacred Surf School. She said she would like to continue the programs and suggested doing SUP in the harbor. Grout Thomas said she would also like to see the programs continue but is concerned about the amount of liability insurance required by the Town. She suggested increasing the insurance, Hoort agreed.

Wilson said she would prefer to have people who will be out on boards anyway to be educated. Bacon said she would like to see them to continue and asked if the same amount of schools would return. Grout Thomas said she thought so. Grout Thomas also said a video was created by the Shark Working Group that could be shown to surf students.

Bacon asked if the increased liability insurance will increase the cost of lessons for students. Grout Thomas said it could. Bacon said this is something that will need to be taken one year at a time.

Grout Thomas thanked the Board for their consideration. Carlson said she too wanted the schools to continue. She noted the letter from Sacred Surf saying that instructors will be first responders and surf schools provide a safe and structured activity in the water. Carlson noted her concern with the liability the Town would face if something were to happen.

Reinhart suggested a checklist of items, Grout Thomas added that these should include Stop the Bleed kits. Houk asked Hoort if they had received a letter from Town Counsel about this saying to proceed as usual. Hoort said what Counsel spoke of was that if the Town put something in the water that claims to “increase the safety” then the Town becomes liable. Wilson said this was the concern of presenting a false sense of safety and a protection to people from something the Town cannot really protect them from.

Audience member Felix suggested looking at the participant liability waiver.

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No action, summer surf instruction will continue as it has previously.

Marijuana Host Community Agreement [CCC Wellfleet RE, LLC]

David Pike and his attorney John Kenney were present.

Reinhart asked if this was a name change. Pike said no. The shop would be located at 1446 State Highway, the old South Wellfleet General Store.

Wilson asked Pike his thoughts on being a medical facility as well. Pike said they are interested in applying for a medical license but there is no guarantee. Pike said that in an effort to mitigate any potential failure, they will carry full line of products that are equitable to the medicinal version and have a 15% senior citizen discount for prescription. Wilson noted that not all medical marijuana cardholders are senior citizens. Pike said he would be happy to honor any discounts currently in place.

Audience member Nate asked if he could get the marijuana discount, since he is not a senior citizen. Pike said once operational, they would be happy to honor any discount.

Wilson noted Section E in the agreement that discusses the engagement of employees in the use of product on premise. She suggested changing the word from “engage” to “allow”. limitation on other uses. Pike said the state law prohibits anyone from smoking on the property. Hoort said the HCA in front of them is the standard language and if they would like to change it they could.

Houk asked if they were paying rent at the General Store site. Pike said yes. Houk asked Pike to not place any tables in front of the store that would allow for queueing outside.

Carlson asked Pike if he planned to open other locations. Pike said yes, in Mashpee. Carlson asked about hiring locally and Pike said they intend to hire locally and hope to work with local cultivators to sell their product as well. Carlson asked Pike what he thought would make him survive in a crowded field. He noted his prior business experience and also his personal interest with the success the product had for his son.

Wolf reiterated the importance of allowing and encouraging the local sourcing of product.

Audience member Berta Bruinooge said the parking lot is inadequate for a marijuana store. She suggested the Town require a traffic study. Reinhart said they would hire a police officer to handle traffic. Pike said he is endeavoring to work with the other businesses to allot parking spaces for their patrons.

Audience member Wayne Clough asked Pike where his other facilities were located and when he thought they would open. Pike said his other locations are in Brighton and Mashpee, with hopes to create a small grow facility in Mashpee. He said they hope to open by July.

Wilson noted 2 other establishments interested in opening in Wellfleet and that dispensaries on the Cape will be more available. She predicted that in a few years, dispensaries will not cause any more traffic than liquor stores do. Pike said his business model reflected the same.

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Houk said he spoke to the owner of the liquor store and that he is not opposed to the shop opening. He also said he did not expect a great traffic influx, with Provincetown and Eastham allowing retail shops as well.

Audience member Dick Elkin suggested getting a traffic light at that intersection. Reinhart said that had been mentioned before.

Bacon moved to issue a Host Community Agreement for CCC Wellfleet RE, LLC. Carlson seconded, and the motion carried 5-0.

Reinhart said the Board could implement a limit on the number of marijuana dispensaries in the community if they wanted to.

Marijuana Host Community Agreement, Change of Address [Nature's Alternative]

Hoort said he spoke with Attorney Zehnder and that since this is just an address change it was not necessary he and his client be here. Hoort said the Board could postpone this item if they would like to speak with Zehnder and his client.

The Board said they would Zehnder and his client present. Carlson said she had a lot of questions for Zehnder.

Clough asked where in the Dunkin' Donuts plaza they were going. Bacon said the salvage store.

Houk moved to postpone this agenda item. Wilson seconded, and the motion carried 5-0.

Presentation of an adult use of marijuana establishment – retail and medical dispensary [The Old Bank, LLC]

Zachary Ment presented his business plan for The Old Bank, LLC. He said he has lived in Truro for 10 years and that he currently works as the Vice President of Operations for a marijuana company in Boston seeking permits throughout the state and acquiring a cultivation facility in Fitchburg.

Reinhart asked about design plans. Ment said he reached out to staff in Town, including the Police and Fire Chiefs and the Health and Conservation Agent. He said he understood it was in a sensitive flood zone and the idea is to revitalize the building.

Reinhart asked about the marijuana supply. Ment said he hopes to increase the supply of medical marijuana, but the State requires vertical integration to dispense medical marijuana by name. Ment said he does not have those resources. He said his end goal is to co-locate and provide recreational and medical marijuana, with special attention given to medicinal users.

Carlson asked about funding. Ment said he has met a lot of people in his career in the industry and he has spoken with investors. He said the company he works for now is fully aware of his plans and if he receives an HCA he will take a step back from his role with that company. He said he does not have any investors currently, but he has spoken with them and he has some of his own savings he is

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investing. Carlson asked about Ment's personal reason for wanting to go into the business. Ment explained that he saw the benefits marijuana provided his mother when she was ill with breast cancer and wanted to be able to provide that same relief for others. Ment explained medical vs marijuana, saying they will supply medical quality marijuana, but one does not have to have a medical card to purchase them. Carlson said she is looking for people who have commitment to the business, beyond financial, because it is that kind of passion that results in good business actors who can join the community and help Wellfleet make a responsible transition in this area.

Reinhart noted that resident Trudy Vermehren is a partner in Ment's company. Bacon asked Ment if he was not the son-in-law of Roland Latender, the owner of the property. Ment said that yes, he was. Bacon clarified that Ment was in front of them to make a presentation, not receive an HCA. Bacon noted that the Board has agreed to enter into 3 HCAs already and that the Board may limit it at three.

Ment said he is married to Emily Latender and they met as lifeguards in Wellfleet. He noted his wife's family has deep roots in Wellfleet and that this is where he and his wife would like to live and work. Ment said this is an opportunity for them to do that.

Wilson said the Board cannot have less than three HCAs, according to the article passed at Town Meeting last year.

Ment asked for clarification of the process. Hoort said if the Board finds a business plan acceptable, they can ask staff to work out an HCA. He said the Bylaw allows the Board to limit the number of licenses in Town, but they have not voted on the number of licenses nor issued any licenses. Wilson asked for a discussion of the process and the Bylaw with the Board at their next meeting.

Carlson said she was impressed with the presentation, saying she hopes this is a company with deep local roots and hopes this is the way the industry will go in Wellfleet.

Bacon wished Ment the best in this endeavor. She noted that this process will take a long time to be final. Bacon said he will most likely need to provide a traffic study at the intersection and noted the wetland behind the property, saying that Ment may face hurdles with the Conservation Commission.

Wilson moved to accept the presentation of The Old Bank, LLC.
Bacon seconded, and the motion carried 5-0.

Wellfleet Shellfish Association Request for Letter of Support

Wilson commended the letter, written by the Wellfleet Shellfishermen's Association, and suggested asking the Shellfish Advisory Board to write a similar letter. Michael DeVasto said they were speaking with the Advisory Board.

The letter is in opposition of a bill going before the MA legislature that will allow the legal sale of aquaculture licenses by right in the state of MA, by any entity, leading to consolidation of the industry, as well as take away the Board's right to issue licenses.

Wilson volunteered to write the letter and have it ready to sign on April 9.

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Bacon asked for clarification that this bill would allow someone who is not a Wellfleet resident to purchase a license. DeVasto said yes. DeVasto said the bill is written and sponsored by the Massachusetts Aquaculture Association. Bacon said she spoke with Rep. Peake and that she said this bill could sit on the table for years and that she and other Cape cod Reps does not want it to go through.

Carlson said, for the viewers at home, that the letter is well written and talks about the impact of privatization on our local industry. Audience member Brett Morse thanked the Board for supporting the letter. He said he and Ginny Parker were going to the State House tomorrow to meet with Sarah Peake and being able to say the Board supports them in opposition of this bill means a lot.

Wilson noted the language in the bill makes it mandatory to sell licenses, not an option.

Houk asked DeVasto how other towns on the Cape were handling this. DeVasto said it is opposed by everyone he has talked to. He noted there are some aquaculturists who are for the bill, for financial reasons. Houk said he would ask a Harwich Selectmen to put it on the next agenda for the County Selectmen's meeting. DeVasto said any support would be appreciated.

Approval of drawing for five combination beach/transfer station stickers at the end of the Annual Town Meeting

There was no discussion.

Wilson moved to approve a drawing for five combination beach/transfer station stickers at the end of the Annual Town Meeting.

Bacon seconded, and the motion carried 5-0.

Approve Eversource Petition for Conduit on Old Chequessett Neck Road

The request is for Old Kings Highway, not Old Chequessett Neck Road. Because this was not posted correctly, there will be no action taken.

Finalize and Close the 2019 Annual Town Meeting warrant

Article 38: Balloon Reduction Bylaw

Bacon said approval was already given, there is just amendments to the language.

Bacon moved to insert Article 38, Balloon Reduction Bylaw, into the Warrant with the amended language.

Wilson seconded, and the motion carried 5-0.

Article 1: FY 2020 Operating Budget

Nauset Regional School District, at the request of the Town of Brewster, has included the school OPEB contribution within their annual budget. There is no financial impact to this decision, but it does require the Board to make the following motions:

Wilson moved to accept the revised operating budget in the amount of \$19,037,847 and to affirm the Board's recommendation of the Operating Budget, article 1 in the 2019 Annual Town Meeting

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Warrant.

Bacon seconded, and the motion carried 5-0.

Wilson moved to rescind the Board's vote to insert Other Post-Employment Benefits, "OPEB Appropriation – School," into the 2019 Annual Town Meeting Warrant.

Bacon seconded, and the motion carried 5-0.

Article 12: Wellfleet Harbor Dredging

Wilson read the article that is "to see if the Town will vote to appropriate the sum of \$7,500,000, or any other sum, for the purpose of paying all costs related to preventive maintenance dredging and for the payment of all other costs incidental and related thereto."

Wilson moved to recommend the article to fund the dredging of the Wellfleet Harbor as printed in the Warrant.

Carlson seconded, and the motion carried 5-0.

Bacon asked Hoort to explain that this will be a borrowing article, that won't be borrowed until it is needed. Hoort said that is correct.

Article 23: Purchase of Parcel 17 on Map 34

Wilson said she thought this should be article 13, not 23, because it fits in better near the dredging article. Reinhart said she wouldn't mind changing it. There was discussion about the placement of the article on the Warrant. Bacon said she understood the maneuvering of the warrant articles.

Wilson read the article, which is "to see if the Town will vote to appropriate the sum of \$3,400,000, or any other sum, for the purpose of paying all costs related to the purchase of land owned by the HDYLTA trust, for the purchase of Map 34, Lot 17, not including land owned deeded to others within the bounds of that lot."

Wilson moved to place article 23 as article 13 in the warrant.

Bacon seconded, and the motion carried 5-0.

Wilson moved to recommend article 13, the purchase of land from the HDYLTA Trust as printed in the warrant.

There was no second, and the motion failed.

Bacon said she supported this but felt there was a lot of homework and unpacking to do still. She said she has received significant concerns that raise a number of ways the Board could go about completing this purchase.

There was discussion about needing more time before deciding on their recommendation. Houk asked for legal consultation on the matter.

Bacon moved to reserve recommendation for this article until just before Town Meeting.

Wilson seconded, and the motion carried 4-0-1, with Carlson recusing.

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Audience member John Morrissey said there will be a Community Forum on April 10 at 7pm at the Library to discuss only the HDYLTA Trust land purchase. There will be a Pre-Town Meeting Forum on April 16 at 7pm at the COA.

Wilson said the Finance Committee would be discussing the article and it would be recorded.

Article 36: Water Resources Director

Hoort noted that on their March 4 meeting, the Board voted to insert and recommend the article requesting a Water Resource Director 4-1 and referenced possible amended language. Hoort said himself, Wilson, Powers, Alex Hay, and Hilary Greenberg-Lemos met to discuss what they wanted to do with the article. Hoort said he encouraged the group to consider that the Town would want to request funding to move forward with this concept but does not think the Board is not fully sure what they would like to do with this position.

Hoort provided an amended version to the article Wilson put forward on March 4. The article is asking for funding so that support for the water system and the Comprehensive Wastewater Management Committee, that it be determined after Town Meeting exactly what this position was going to look like. Reinhart noted the many revisions and that this is a complex article.

Wilson said when the group met, they arrived at the version Hoort presented and she supports it.

Bacon asked Hoort if the Town could use free cash to get a consultant as a starting point. Hoort said this was possible but that if they wait a year on this, and don't have the ability to bring someone on board to address the 208 plan or watershed permit, he does not know how negative the impact will be. Hoort said he is nervous of DEP moving quickly and the Town not having the funding when DEP is ready.

Wilson said, that of the \$500,000 appropriated at Town Meeting, there is \$69742.14 left in Wastewater Committee fund. Reinhart asked if the Water Commissioners and Wastewater Committee had input. Members Jim Hood and Curt Felix were present from both committees, respectively. Carlson getting a consultant is a great first step in addressing the issue.

Hoort said he was concerned that he and Wilson interpreted Greenberg-Lemos' remarks differently when she said the Town should wait. Hoort said he agrees that they should do more research before deciding, but not necessarily wait a whole year. He also said the \$69,000 left in the fund may have already been designated for a specific use at Town Meeting, but he would check the article.

Wilson agreed with Hoort and said that Greenberg-Lemos has informed her the most about the various needs of her department. Wilson suggested the amount be \$80,000 or \$60,000 but not \$120,000. She said the \$69,000 could not be used for the Water Commissioners.

Jim Hood, Board of Water Commissioners, said that in 2011 the Town reduced Whitewater's contract by half to 4 hours of work a day. Hood said the limitation with water is that there is a 4-inch main that comes down from the redundant water supply at Coles Neck, which will not supply more

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than 40,000 gallons/day safely and that the proposed housing at Lawrence Road will put that over 40,000. He said at some place that water main will need to be replaced.

Reinhart asked him to identify the need in the article. Hood said the project will need leadership and funding for that leadership.

Curt Felix, Board of Water Commissioners and Comprehensive Wastewater Management Planning Committee, said the article is about figuring out the best strategy for the Town to minimize its cost for wastewater and wastewater needs. He said there are substantial needs that the Town does not have its arms around yet. He said the money allocated at Town Meeting was for the Comprehensive Wastewater Plan specifically.

Reinhart asked Hood and Felix if they had any revisions. Felix said, that to keep it simpler for the public, to strike item number 2 which discusses analyzing the requirements of section 208. He noted that this is what the process is doing anyway, and it was redundant. Hood agreed.

Bacon moved to recommend and insert Article 35, water Resources Director, in the Warrant as amended by eliminating item 2.

Wilson seconded, and the motion carried 5-0.

Wilson discussed the summary of the article. Wilson wanted to change the line from saying that the “Town does not have any capacity to implement a state and federally required wastewater plan” to saying that it does not have enough capacity. Wilson discussed the need to include the phrase “Water Clerk”.

Powers said the position is for a Committee Secretary, which is a full-time position with many responsibilities within the Union. Hoort said he will work with Powers and Wilson to reflect this correctly.

Wilson moved to approve the summary for article 35 as amended.

Bacon seconded, and the motion carried 5-0.

Article 44; Petitioned Article: Bike Trail Extension

Wilson said she would like to invite DOT and DCR to come to Town Meeting. Hoort read the Petitioned Article as written in the draft warrant. Bacon said she was not changing her vote.

Wilson moved to reconsider the board’s recommendation on article 44.

There was no second and the motion failed.

Close the 2019 Annual Town Meeting warrant

There was no discussion.

Reinhart moved to close the 2019 Annual Town Meeting, Annual Town Election warrants.

Wilson seconded, and the motion carried 5-0.

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SELECTBOARD REPORTS

There were no reports.

TOWN ADMINISTRATOR'S REPORT

This report is for the period March 9, 2019 through March 22, 2019.

1. General
 - ATM warrant will go to printer on March 27th.
2. Fiscal Matters
 - None
3. Meetings
 - March 12 – Select board meeting
 - March 13 – Meeting with Wellfleet TV Channel Operations Manager
 - March 14 – Meeting re: Water Resource Director article
 - March 14 – Finance Department meeting
 - March 14 – Cape & Islands Town Managers meeting
 - March 18 – Dredging Task Force meeting
 - March 19 – Select board meeting
 - March 20 – Parking Task Force
 - March 21 – Select board meeting
 - March 22 – Teamsters negotiations with DPW Director
4. Complaints.
 - none.
5. Miscellaneous.
 - None
6. Personnel Matters:
 - Open position: DPW Facilities Manager
 - Soon to be open position: Town Accountant

Bacon said she heard great things about the new Assistant DPW Director.

TOPICS FOR FUTURE CONCERN

- Wilson gave a shout-out to Butler for her work.
- Wilson requested to vote to approve the Energy Committee's request for a new charge at the April 9th meeting.
- Bacon requested that a committee's charge be included when the Board is being asked to appoint a member to a committee.

CORRESPONDENCE AND VACANCY REPORT

MINUTES

February 12, 2019 – Executive Session

February 19, 2019

February 25, 2019

February 26, 2019 – Executive Session

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March 4, 2019

March 12, 2019

No action, all minutes postponed.

ADJOURNMENT

Bacon moved to adjourn.

Wilson seconded, and the meeting adjourned at 10:01 pm

Respectfully submitted,

Courtney Butler,
Secretary

Public Records Material of 3/26/19

1. Disclosure Papers for Rebecca Noble and Nancy Civetta
2. License Applications – Seasonal License Renewal, Common Victualler, Weekly Entertainment, and Automatic Amusement
3. Appointment Papers for Eben Kenney, Curt Felix, John Wolf, Merrill Mead-Fox
4. Special Police Officer Appointment Papers
5. Marijuana Host Community Agreement – CCC Wellfleet RE, LLC
6. Marijuana Host Community Agreement change of address papers – Nature’s Alternative
7. Presentation of an adult use of marijuana establishment – retail and medical dispensary – The Old Bank, LLC
8. 2019 Draft Annual Town Meeting Warrant articles as of March 26, 2019
9. Eversource Petition for Conduit on Old Chequessett Neck Road papers
10. Wellfleet Shellfish Association letter of support
11. Town Administrator’s Report
12. Correspondence and Vacancy Report

**Wellfleet Selectboard Meeting
Tuesday, April 9, 2019 at 6pm
Wellfleet Senior Center**

Selectboard Members Present: Chair Janet Reinhart; Kathleen Bacon, Justina Carlson, Jerry Houk, Helen Miranda Wilson

Also Present: Town Administrator Dan Hoort; Executive Assistant Courtney Butler; Shellfish Constable Nancy Civetta; Human Services Director Suzanne Grout Thomas; Police Chief Ronald Fisette; Fire Chief Richard Pauley; Recreation Director Becky Rosenberg; State Representative Sarah Peake

Chair Reinhart called the meeting to order at 6:00 p.m.

ANNOUNCEMENTS, OPEN SESSION AND PUBLIC COMMENT

- The Board and audience honored Selectman Jerry Houk for his many years of service to the Town of Wellfleet. **A cake was presented.**
- State Representative Sarah Peake presented Houk with a proclamation from the Massachusetts House of Representatives thanking him for his service.
- Houk thanked his daughter for the cake and his family members who were present and the Board for the pleasure of working with them.
- Houk reminded viewers of the April 15th benefit for the Alzheimer's Association.
- Town Administrator Hoort informed viewers that April 27th is Amnesty Day at the Wellfleet Transfer Station.
- Hoort also said that absentee ballots are now available for the 2019 Annual Town Election.
- Audience member Dick Elkin reminded viewers of two community forums coming up; April 10th at the Library to discuss the possible purchase of the HDYLTA Trust property and April 16th at the Senior Center with the Moderator to discuss the Annual Town Meeting Warrant.
- Audience member John Kartsounis spoke to his petitioned article, Article 43 which requests a ballot question for the 2020 Annual Town Election regarding seal and shark population.
- Hoort shared that corrected copies of Warrants are available at Town Hall.
- Hoort announced that absentee ballots for the Town Election are available until 5pm on April 26. Information can be found in Town Hall in the Clerk's Office or on the Town website.
- Chief Fisette announced that the contract with FEMA has been signed for the March 2018 storm.
- Chief Fisette announced a traffic alert near Cumberland Farms to install fire hydrants along Route 6. Route 6 will remain open, unless otherwise noted. The work will begin on Monday, April 15 and last for about 3 weeks.
- Chief Fisette announced that Telecommunicators Week begins on Sunday, April 14 and he thanked the dispatch staff for their excellent work.

APPOINTMENTS/REAPPOINTMENTS

Cultural Council

Al Mueller presented his reasons for wanting to be on the Cultural Council.

Wilson moved to appoint Al Mueller to the Cultural Council for a three-year term to expire June 30, 2022.

Carlson seconded, and the motion carried 5-0.

Bike and Walkways Committee

Bacon recused herself for this, due to a small business relationship. Tracey Barry Hunt presented her reasons for wanting to be on the Bike and Walkway Committee.

Carlson asked Hunt if she had a particular opinion on the bike trail issues. Hunt said she only started to get into the information within the last few weeks. Carlson asked Hunt if she could be impartial and Hunt said yes, she can evaluate things from many different angles.

Carlson moved to appoint Tracey Barry Hunt to the Bike and Walkway Committee for a three-year term to expire June 30, 2022.

Wilson seconded, and the motion carried 4-0-0, with Bacon recused.

Zoning Board of Appeals

Janet Morrisey presented her reasons for wanting to be on the Zoning Board of Appeals.

Wilson thanked Morrisey for being willing to serve. Houk said that if Putnam wanted Morrisey on the ZBA, he wanted her on the ZBA. Roger Putnam, Chairman of the ZBA, said Morrisey brings unique experience to the Board with her Planning Board experience and the ZBA will make use of her talents. Bacon noted the many contributions that Morrisey, and her husband, have made to Wellfleet.

Bacon also noted that boards and committees do the hard work to provide the Board with the information they need to make decisions and invited the audience to join one.

Wilson moved to appoint Janet Morrisey to the Zoning Board of Appeals for a two-year term to expire June 30, 2021.

Bacon seconded, and the motion carried 5-0.

USE OF TOWN PROPERTY

Baker's Field – May 25, 2019

There was no one from the PTA present, but this event is held annually by the PTA and is a fun event in the community.

Wilson moved to approve the use of Baker's Field by the Wellfleet PTA on May 25, 2019 with a rain date of May 26th from 7 am to 4 pm subject to the conditions, if any, as listed on the application form for a fee of \$0.

Bacon seconded, and the motion carried 4-0, with Houk absent for the vote.

Town Pier – July 31, 2019

Cheryl Crowell from Independence House presented a request for the use of town property. Independence House is a non-profit organization that helps victims of domestic abuse.

Bacon moved to approve the use of the Town pier by Independence House on July 31, 2019 with a rain date of August 7 from 7 to 9 pm, subject to the conditions, if any, as listed on the application form, for a fee of \$0.

Wilson seconded, and the motion carried 4-0, with Houk absent for the vote.

BUSINESS

Marijuana Host Community Agreement, Change of Address – Nature’s Alternative

Attorney Ben Zehnder and Nicholas Salvador, Nature’s Alternative, presented their request for a change of address. The original Host Community Agreement (HCA) was for 1446 State Highway, the old South Wellfleet General Store. The new location will be 2392 State Highway. Where Dunkin Donuts is located.

Carlson and Zehnder discussed whether this had previously been brought before the Board or not. Zehnder noted that he has been before the Board to request the HCA and that he sent a letter requesting the change of address.

Bacon requested to meet the members of the company who presented the original request for the HCA. Wilson asked if the corporation had changed hands, Salvador said they received new funding which has brought in additional individuals, but the original group that the Board met remains. Wilson asked if the CEO changed. Salvador said that the CEO the Board met previously is no longer in the role, but still works for the company, and that the company is restructuring. Wilson clarified that the restructuring is simply a personnel change, and that the company has not been sold. Salvador said that was correct. Wilson said that given the information that the business was not sold, she is okay with the change of address.

Zehnder reminded the Board that the HCA has already been signed and that tonight they are only seeking the Board’s approval of a change of address. Carlson shared her concern about the change of address and asked about the Board’s rights to take another look at the agreement. Zehnder described the process of the HCA and that the change of address came about due to the landlord seeking a higher rent from Nature’s Alternative. He noted that a change of address ~~did~~ **should** not constitute any concern for the operations of the business. Carlson said no, but that it showed that the business was in flux.

There was further discussion about the HCA process and the change of address.

Audience member Tim Sayer asked about the new funding mentioned by Salvador and if it was debt service and if the funding was from Boca Raton, FL. Salvador said it was a loan from a family trust located in Truro and they have no operational control.

Audience member Amy Wolf asked if this was to be a recreation facility, Zehnder said yes. Wolf asked if this would make 5 HCA’s in the Town. Hoort said there are 3 currently approved, 1 up for approval this evening, and 1 that is coming to the Board in the future.

Wolf asked about putting a limit on the number of HCAs on an upcoming agenda. Reinhart said this will come up in the future.

Wilson moved to approve the change of address on the Host Community Agreement with Nature's Alternative from 1446 State Highway to 2393 State Highway.

Houk seconded, and the motion carried 4-1-1, with Carlson opposed and Bacon abstained.

Wilson clarified the number of HCAs approved in town and asked for further consideration before approving more agreements. Bacon agreed with Wilson.

Reinhart clarified the Limitation on Number of Marijuana Dispensaries bylaw that was voted on at the 2018 Town Meeting, which says "the number of licenses for registered, retail "Marijuana Establishments", as defined by G.L Chapter 94G, Section 1 , may be limited or granted at the discretion of the Selectboard, serving as the Licensing Board, provided that minimum number of establishments licensed shall not be less than 20% of the number of [such establishments]sic liquor licenses presently issued within the Town for the retail sale of alcoholic beverages not to be drunk on the premises where sold (pursuant to G.L. Chapter 138, Section 15)." This vote does not limit the number of establishments to an exact number but leaves discretion with the Board.

Reinhart noted that an HCA does not guarantee a license from the state. There was further discussion about the number of establishments the Board would like to see in Town.

Marijuana Host Community Agreement – The Grateful Mind

Jason Robicheau presented his request for a Host Community Agreement. Robicheau and Hoort noted that the Board agreed voted to approve an HCA for Robicheau, but it was never signed, hence his presence here tonight. This marks the 4th agreement that the Board has committed to.

Audience member Zachary Ment, The Old Bank, LLC, whose proposed location for a marijuana facility is at the intersection of Route 6 and E. Main Street, noted his presentation at the March 26th meeting and asked for the same consideration as other HCA applicants.

Bacon said Robicheau did come before the Board previously, they heard his presentation, and agreed to enter into an HCA with him. She noted the Board agreed to an HCA with Robicheau because of the opportunity to give an individual local preference, which they have not had with larger investors and groups coming through town. Bacon said this brings up the issue of their commitment to the Town.

There was discussion about local preference and the number of businesses desired in Town.

Houk asked about the parking plan. Robicheau said that by the time he opens, there will be more stores marijuana facilities open and traffic may not be that heavy. He also said he could make arrangements with Funk Bus or could expand the lower parking lot. Robicheau also noted the concept of a mobile app to schedule appointments. He said he would be lucky to open by Christmas next year (2020).

Wilson moved to approve the Host Community Agreement with Jason Robicheau, as printed in the packet, doing business as The Grateful Mind at 15 Bank Street.

Carlson seconded, and the motion carried 5-0.

Wilson noted a needed correction on page 6, Section E, changing "engage" to "allow".

Wilson noted the “In the Office” section of the policy proposal, saying that double-sided printing does not work for everyone. There was discussion on current efforts in the communities on the Cape. Shreves noted that the Truro Selectboard has gone to electronic only communication and are issued tablets. Vivante said this was optional.

Bacon moved to approve the Zero Waste Policy recommended by the Wellfleet Recycling Committee as printed.

Wilson seconded, and the motion carried 5-0.

Revised Charge for Energy Committee

Dick Elkin presented the Energy Committee’s request for a revised charge. He said this change includes changing the Committee’s name to the Energy and Climate Action Committee. They are also seeking an addition of two members to make the membership 7 and a revised charge to include the Climate Action.

Wilson moved to change the name of the Wellfleet Energy Committee to the Wellfleet Energy and Climate Action Committee, increase the committee membership to seven (7) members and two (2) alternates, and modify its charge as shown below.

Bacon seconded, and the motion carried 5-0.

Hoort noted that this item is in the Warrant as well, and when it comes up at Town Meeting he will inform attendees the matter has already been taken care of.

Create Gift Fund for Town Purchase of HDYLTA Trust Land

Wilson noted that approving the creation tonight would open the Fund. If the article passes at Town Meeting, it will be available to accept donations.

Pursuant to Massachusetts General Laws Chapter 44, Section 53A, Wilson moved to establish a special gift fund to receive donations and other revenue for the purchase of the land from the HDYLTA Trust, the proceeds of which shall be used without further appropriation under the supervision of the Town Administrator and the Board of Selectmen.

Bacon seconded, and the motion carried 4-0, with Carlson recused.

Eversource Petition for Conduit on Old Kings Highway

There was no discussion.

Bacon moved to allow Eversource Energy to install conduit on Old Kings Highway.

Wilson seconded, and the motion carried 5-0.

Approval of Contract for Restroom Cleaning

There was no discussion.

Houk moved to approve the contract with Purrfect Cleaning for restroom cleaning and to authorize the Town Administrator to sign the contract.

Carlson seconded, and the motion carried 5-0.

Approval of Contract for VADAR Accounting Software

Possible Acceptance of a Van Donated to the Recreation Department

Rosenberg presented the request for the acceptance of the van. Rosenberg said if the Recreation Department can utilize the gifted van, even if for only one year, ~~at the recommendation of the DPW Director~~, it will assist in collecting data to determine usage. This data will inform decisions going forward about purchasing a new van or allocating funds to lease one as needed.

Reinhart asked how often the van might be used in the summer and winter. Rosenberg said it could be used every day in the summer but does not have the information for winter. Reinhart asked if they travel off-Cape. Rosenberg said they used to but no longer do. Rosenberg said the vision is for the van to pick students up from WES and take them to places in town such as the Library and Baker's Field.

Wilson asked who owned the van currently. Rosenberg said Nauset Regional High School owns the van and has leased it to the Department in the summertime for the past five years. Wilson noted DPW Director Mark Vincent's comments about the mileage and repair estimates – \$130,000 and \$2,500 respectively. Wilson asked if it was cost effective to take on this van and asked what the cost of a lease was. Rosenberg said \$100/week for the 7 weeks in summer.

Grout Thomas encouraged the acceptance of the van. She said it was unknown if Nauset's new vans would be leased, the cost to lease a newer van with similar specifications is higher than the repair work, and the ability to use the van year-round was desirable. Grout Thomas also noted the use of the elementary school as a community center and the need to transport students to those programs year-round.

Bacon supported the acceptance. Carlson agreed with Bacon and commended the efforts to use the elementary school as a community center.

Reinhart asked about purchasing a new van. Rosenberg said she would first like to use this van as a pilot to assess the needs and use of the van by the department.

Houk moved to approve the acceptance of a van donated to the Recreation Department
Wilson seconded, and the motion carried 5-0.

Approval of Zero Waste Policy

Lydia Vivante and Christine Shreves presented the Recycling Committee's proposal for a Zero Waste Policy. Vivante said the policy is "in recognition of the need to make more efficient use of our natural resources, reduce solid waste volume and disposal costs, create markets for the materials collected in recycling programs, and serve as a model for private and public institutions, the Town of Wellfleet is committed to a zero-waste policy that will phase out single-use plastic products. Wellfleet will instead purchase products which are *environmentally preferable* and/or made of recycled materials whenever such products meet quality requirements and are available at reasonable prices and terms."

Vivante shared current practices, such as the Committee's Community Cutlery program and water bottle filling stations located in Town buildings.

Hoort said this is being paid for by the Community Compact grant from the State. Wilson asked if this software would be better and how many staff would have to be retrained. Hoort said the Assessor's Department already work with it and the accounting department is familiar with the software as well. The contract will put the Accounting Department fully on VADAR software.

Bacon moved to approve the contract with VADAR for the new accounting software and to authorize the Town Administrator to sign the contract.

Carlson seconded, and the motion carried 5-0.

Approval of Contract for Portable Restrooms

Wilson asked if this went out to bid. Hoort said that it went through procurement.

Bacon moved to approve the contract with MA Frazier for portable restrooms and to authorize the Town Administrator to sign the contract.

Carlson seconded, and the motion carried 5-0.

SELECTBOARD REPORTS

None.

TOWN ADMINISTRATOR'S REPORT

This report is for the period March 23, 2019 through April 6, 2019.

1. General
 - ATM warrant being mailed on April 5th.
2. Fiscal Matters
 - None
3. Meetings
 - March 26 – Cape Cod Commission, Steve Tupper
 - March 26 – Selectboard meeting
 - March 27 – Insurance Renewal – Kaplansky Insurance
 - March 27 – Finance Committee meeting
 - March 28 – COMCAST license renewal meeting
 - April 1 – Meeting with Wellfleet TV Channel Operations Manager
 - April 3 – Lunch with Shellfish Constable regarding HDYLTA Trust
 - April 2 – Conference call with Town Counsel regarding HDYLTA Trust
 - April 4 – Staff beach communications meetings
 - April 4 – Meeting with Cumberland Farms regarding water main installation
 - April 6 – Coffee with Town Administrator regarding room occupancy tax
4. Complaints.
 - none.
5. Miscellaneous.
 - Procurement completed: 2019-2020 portable restrooms
6. Personnel Matters:
 - Open position: DPW Facilities Manager
 - Open position: Town Accountant (interviewed three candidates)

Bacon asked about the Coffee with the TA on April 6. Hoort said there were about 30 people there and it was a good discussion, he was very happy with the outcome.

TOPICS FOR FUTURE DISCUSSION

- Houk said the Town needs to look at hiring a Town Planner.
- Houk said that if we purchase 3 Kendrick Avenue in the future the Town should look at installing information boards with Town activities.
- Houk said the County dredge doesn't have Wellfleet on its schedule. The Town may need to look at purchasing its own dredging equipment.
- Houk said that those who are approved for the use of Town owned property should be paying rent to the Town.
- Wilson requested follow up with the Conservation Commission about an Eversource letter sent from the Board concerning the spraying of herbicides.

CORRESPONDENCE AND VACANCY REPORT

No discussion.

MINUTES

February 12, 2019 – Executive Session

February 19, 2019

February 25, 2019

February 26, 2019 – Executive Session

March 4, 2019

March 12, 2019

No action, all minutes postponed.

ADJOURNMENT

Houk thanked the Board and Town staff once more.

Bacon moved to adjourn.

Wilson seconded, and the meeting adjourned at 8:05pm

Reinhart moved to move into Executive Session pursuant to M.G.L.c. 30A, s21(a) for the following reasons:

- (2) To conduct strategy sessions in preparation for negotiations with non-union personnel or to conduct collective bargaining sessions or contract negotiations with non-union personnel.
 - a. Police Chief
 - b. Police Lt.
 - c. Fire Chief
 - d. DPW Director

- (3) To discuss strategy with respect to collective bargaining or litigation if an open meeting may have a detrimental effect on the bargaining or litigating position of the public body and the chair so declares.
 - a. Wellfleet Firefighters Union
 - b. Wellfleet Communications Union
 - c. Wellfleet Teamsters Union

- (6) To consider the purchase, exchange, lease or value of real estate, the chair declares than an open meeting may have a detrimental effect on the negotiating position of the public body.
 - a. Assessor's Map 17, parcel 34. Property owned by HDYLTA Trust

Wilson seconded.

Reinhart yea

Houk yea

Wilson yea

Bacon yea

Carlson yea

Respectfully submitted,

Courtney Butler,
Secretary

Public Records Material of 4/9/19

1. Appointment Papers for Al Mueller, Tracey Barry Hunt, and Janet Morrisey
2. Use of Town Property Applications for Baker's Field and Town Pier
3. Marijuana Host Community Agreement change of address papers – Nature's Alternative
4. Marijuana Host Community Agreement – The Grateful Mind
5. Email about possible acceptance of van donated to the Recreation Department
6. Energy Committee revised charge
7. Information about Gift Fund creation for purchase of HDYLTA Trust land
8. Eversource Petition for Conduit on Old Kings Highway papers
9. Purrfect Cleaning restroom cleaning contract
10. VADAR accounting software contract
11. MA Frazier portable restroom contract
12. Wellfleet Shellfish Association letter ~~of support~~ **to state officials**
13. Town Administrator's Report
14. Correspondence and Vacancy Report



BOARD OF SELECTMEN

AGENDA ACTION REQUEST
Meeting Date: May 14, 2019

IX

MINUTES – E

REQUESTED BY:	Executive Assistant
DESIRED ACTION:	Approval of meeting minutes
PROPOSED MOTION:	I move to approve the minutes of April 22nd, 2019 as amended.
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____

**Wellfleet Selectboard Meeting
Monday, April 22, 2019 at 6pm
Wellfleet Senior Center**

Selectboard Members Present: Chair Janet Reinhart; Kathleen Bacon, Justina Carlson, Jerry Houk, Helen Miranda Wilson

Also Present: Town Administrator Dan Hoort; Executive Assistant Courtney Butler; John Giorgio, KP Law;

Chair Reinhart called the meeting to order at 6:00 p.m.

ANNOUNCEMENTS, OPEN SESSION AND PUBLIC COMMENT

- Carlson asked about making a determination on Shellfish Constable Civetta's formal disclosure. Hoort said this could be discussed in open session. Giorgio said this could be determined today.

BUSINESS

Vote recommendations on Town Meeting warrant articles

Article 7: Fund Firefighters Union Contract

Bacon moved to recommend Article 7.

Wilson seconded, and the motion carried 4-0, with Houk absent.

Article 8: Fund Teamsters Union Contract

Bacon moved to recommend Article 8.

Carlson seconded, and the motion carried 4-0, with Houk absent.

Article 9: Fund Communications Union Contract

Bacon moved to recommend Article 9.

Wilson seconded, and the motion carried 4-0, with Houk absent.

Article 10: Non-Union And Other Personnel Salaries & Compensation

Bacon moved to recommend Article 10.

Wilson seconded, and the motion carried 4-0, with Houk absent.

Article 13: Purchase of Parcel 17 On Map 34

Hoort said the motion will read "a total of \$2 million to be offset by a \$1 million donation, leaving the Town with \$1 million."

Bacon moved to recommend Article 13, Purchase of Parcel 17 on Map 34 as amended.

Wilson seconded, and the motion carried 4-0, with Carlson absent.

Approval of Herring River MOU

Bacon moved to postpone the approval of the Herring River MOU.

Wilson seconded, and the motion carried 5-0.

MINUTES

February 19, 2019 – Work Meeting

February 25, 2019 – SAB/MSI Meeting

March 4, 2019 – Warrant Review Meeting

March 12, 2019 – Regular Meeting

Wilson moved to approve the minutes of the February 19, February 25, March 4, and March 12, 2019 as amended.

Bacon seconded, and the motion carried 5-0.

DETERMINATION ON SHELLFISH CONSTABLE'S DISCLOSURE BY MUNICIPAL EMPLOYEE OF FINANCIAL INTEREST

Bacon moved that the Board has determined that the financial interest is not so substantial as to be deemed likely to affect the integrity of the services which the town may expect from Nancy Civetta, Shellfish Constable. The disclosure is dated April 22, 2019.

Wilson seconded, and the motion carried 5-0.

ADJOURNMENT AND MOVE INTO EXECUTIVE SESSION

Bacon moved to adjourn.

Wilson seconded.

Roll Call Vote:

Reinhart yea

Houk yea

Wilson yea

Bacon yea

Carlson yea

The meeting adjourned at 6:12pm.

Respectfully submitted,

Courtney Butler,
Secretary

Public Records Materials as of 4/22/2019

- Disclosure of Nancy Civetta, Shellfish Constable / G.L.C 268A section 19