



Wellfleet Selectboard

Note: Start Time of 7pm

The Wellfleet Selectboard will hold a public meeting on **Tuesday, August 27, 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. Announcements, Open Session and Public Comments

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

II. Public Hearings

- A. Request from Winslow's Tavern to Extend Seasonal Liquor License to January 1, 2020
- B. Application received from Richard Goldberg to Transfer Shellfish Grant License #2001-08 from Richard Goldberg to Richard Goldberg and Dave Seitler
- C. Change to Shellfish Regulations 7.19.5. Overwintering of Equipment on Grants

III. Appointments/Reappointments

- A. Building Needs and Assessment Committee – Reappointment, Harry Terkanian
- B. Cape Cod Commission – Richard Elkin
- C. Local Comprehensive Planning Committee – Bonnie Shepard, Planning Board Rep.

IV. Use of Town Property

- A. Mayo Beach from June 29 to September 10, 2020 – Della Spring
- B. Memorial Garden on September 1 from 4-6PM – Trudy Vermehren
- C. Great Pond on September 7 from 6-10 AM – Jay Critchley/Provincetown Swim for Life

V. Business

- A. Local Comprehensive Planning Committee Designation [Suzanne Grout Thomas]
- B. Arthur Medici Memorial [Suzanne Grout Thomas]
- C. Suicide Awareness Prevention Week Proclamation
- D. Approval of Tax Inserts – Housing, Tax Assistance, & Cemetery Commission
- E. Approval of Pilot Agreement – Coles Neck Solar
- F. HDYLTA discussion
- G. Selectboard FY 2020 Goals Update [TA]
- H. Open Meeting Law Complaints (2) filed by Jude Ahern – Discuss, deliberate and take appropriate action to respond to same
- I. Support for ZBA decision on Old Kings Hwy special permit for Habitat for Humanity [Wilson]
- J. Selectboard input on Comcast License Agreement negotiations [Wilson]

VI. Selectboard Reports

VII. Town Administrator's Report

VIII. Topics for Future Discussion

IX. Correspondence and Vacancy Report

X. Minutes

- A. July 17, 2019 – Work Meeting
- B. July 23, 2019 – Regular Meeting

XI. Adjournment



BOARD OF SELECTMEN

AGENDA ACTION REQUEST
Meeting Date:

II

PUBLIC HEARINGS – A

| | |
|-------------------------|--|
| REQUESTED BY: | Principal Clerk |
| DESIRED ACTION: | Extension of Seasonal Liquor License for Winslow's Tavern to January 1, 2020 |
| PROPOSED MOTION: | I move to approve the extension of a Seasonal Liquor License for Winslow's Tavern to January 1, 2020. |
| ACTION TAKEN: | Moved By: _____ Seconded By: _____ Condition(s): |
| VOTED: | Yea _____ Nay _____ Abstain _____ |

TOWN OF WELLFLEET
PUBLIC NOTICE

In accordance with M.G.L. Chapter 138, notice is hereby given that the Wellfleet Board of Selectmen will hold a public hearing on Tuesday August 27, 2019 at 7:00 p.m. in the Wellfleet Council on Aging, 715 Old Kings Highway to consider the request from Winslow's Tavern, Tracey Barry Hunt, Manager to extend the seasonal liquor license to January 1, 2020.

WELLFLEET BOARD OF SELECTMEN



August 7, 2019

Wellfleet Select Board

Winslow's Tavern would like to extend their seasonal liquor license to January 1st, 2020 this year. We would like to keep the upstairs tavern open in the fall and early winter - Thursday night, Friday night, all day Saturday and Sunday until December 31st. Please let us know if you require further information.

Thank you for consideration of this request.

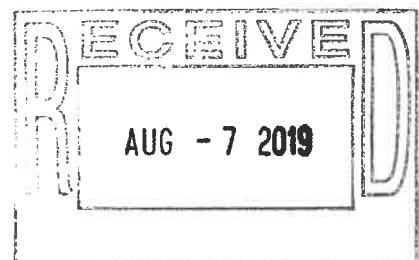
A handwritten signature in black ink, appearing to read "Tracey Barry Hunt". The signature is fluid and cursive, with the first name being the most prominent.

Tracey Barry Hunt, General Manager/Owner

774-722-7311

508-349-6450

winslowstavern@mac.com





BOARD OF SELECTMEN

AGENDA ACTION REQUEST
Meeting Date:

II

PUBLIC HEARINGS – B

| | |
|-------------------------|---|
| REQUESTED BY: | Principal Clerk |
| DESIRED ACTION: | Transfer of Shellfish Grant License #2001-08 from Richard Goldberg to Richard Goldberg and Dave Seitler |
| PROPOSED MOTION: | I move to transfer Shellfish Grant License #2001-08 from Richard Goldberg to Richard Goldberg and Dave Seitler, as recommended by the Shellfish Constable. |
| ACTION TAKEN: | Moved By: _____ Seconded By: _____ Condition(s): |
| VOTED: | Yea ____ Nay ____ Abstain ____ |

TOWN OF WELLFLEET
PUBLIC HEARING

In accordance with MGL Chapter 130 Sections 52, 57, 58, 60, and 68 and all applicable Town Shellfish Regulations, notice is hereby given that the Wellfleet Board of Selectmen will hold a public hearing on Tuesday, August 27, 2019 at 7:00 p.m. in the Wellfleet Council on Aging to consider the following:

- Application received July 30, 2019 from Richard Goldberg to transfer shellfish grant license # 2001-08 from Richard Goldberg to Richard Goldberg and Dave Seitler.

Recommendation of the Shellfish Constable will be available in the 08/23/19 Selectman packet.

WELLFLEET BOARD OF SELECTMEN



Wellfleet Shellfish Department



300 Main Street, Wellfleet, Massachusetts 02667

July 30, 2019

To: Town of Wellfleet Selectboard
Re: Recommendations
From: Nancy Civetta, Shellfish Constable

I received an application from Richard Goldberg on July 30, 2019 to transfer shellfish grant license #2001-08 from Richard Goldberg to Richard Goldberg and Dave Seitler.

This grant has been a challenge to farm due to mud taking over from lack of dredging and sand migration from the breakwater. Richard hopes Dave will have the resources (and the energy of youth!) to deal with these challenges and make the grant more productive.

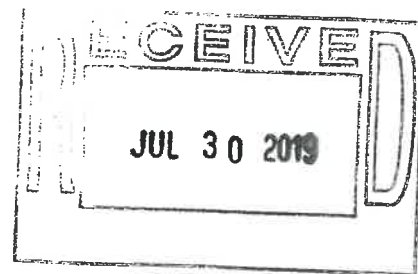
I recommend that the grant #2001-08 be changed from Richard Goldberg to Richard Goldberg and Dave Seitler.

Attached please find all related paperwork.

Respectfully submitted,

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

Nancy Civetta
Shellfish Constable



TOWN OF WELFLEET SHELLFISH DEPARTMENT
CHECK LIST FOR AQUACULTURE LEASE APPLICANT

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

Applicant is 18 years of age or older.

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

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

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

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

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

OR,

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

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

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



BOARD OF SELECTMEN

AGENDA ACTION REQUEST
Meeting Date:

II

PUBLIC HEARINGS – C

| | |
|-------------------------|---|
| REQUESTED BY: | Principal Clerk |
| DESIRED ACTION: | Change to Shellfish Regulations 7.19.5 |
| PROPOSED MOTION: | I move the approve the changes to section 7.19.5 of the Wellfleet Shellfish Regulations and Appendix D as recommended by the Shellfish Constable. |
| ACTION TAKEN: | Moved By: _____ Seconded By: _____ Condition(s): |
| VOTED: | Yea _____ Nay _____ Abstain _____ |

Courtney Butler

From: Nancy Civetta
Sent: Monday, August 12, 2019 1:29 PM
To: Jeanne Maclauchlan; Courtney Butler
Subject: BOS hearing addition for 8/27/19
Attachments: overwintering form update 8-2018.docx

Hi Jeanne and Courtney,

Courtney, Can you please add to the 8/27 BOS agenda a hearing to change the shellfishing regulations as follows and attached?

Jeanne, can you please advertise?

7.19.5. Overwintering of Equipment on Grants

Racks, rebar or u hooks used to secure nets on a licensed area must either be securely fastened to within ~~eight inches (8")~~ **four to six inches (4"-6")** off the bottom or removed by January 15, or before ice prevents removal, whichever comes first. **All metal condos must be removed.** Any licensee who wishes to overwinter racks on their grant must obtain and sign an agreement form available from the Shellfish Department. In parts of the harbor where there may be a risk of silt covering overwintered racks on a licensed area, the Constable may waive the height requirement in 7.18.5 after a visit to the specific site and documenting the adjustment on the Agreement Form.

Plus Appendix D as attached.

Thank you,
Nancy

Nancy Civetta
Shellfish Constable
Town of Wellfleet
C: 617-901-7193
O: 508-349-0325
E: nancy.civetta@wellfleet-ma.gov
300 Main St.
Wellfleet, MA 02667
Check for news and updates on [Facebook](#).

APPENDIX D:

FORM OF AGREEMENT

I, _____

agree to remove all metal racks, rebar or u hooks used to secure nets, or anything constructed of metal that is not securely fastened to within 8" 4-6" to the bottom by January 15th, or before ice prevents removal, whichever comes first.

If I decide to store racks on my grant(s) over the winter, I agree to the following conditions:

1. All racks shall be tagged with the owner's name and grant number.
2. An accurate number of racks being left on the grant will be provided on this agreement form.
3. All such racks must be pumped down to within 8" 4-6" of the bottom.
4. Any racks that are damaged during the winter must be cleaned up by March 1st or when the departure of ice allows, whichever comes first.
5. I understand that I am solely liable for any damage my equipment may cause to other aquaculturists or the public.
6. Failure to adhere to these conditions can result in suspension or revocation of my grant license, in accordance with Section 11 of the Wellfleet Shellfishing Policy and Regulations.

Grant license(s) #: _____

Number of racks to be overwintered:

Signature _____

Date:



Wellfleet Shellfish Department



300 Main Street, Wellfleet, Massachusetts 02667

MEMORANDUM

DATE: August 22, 2019

TO: Town of Wellfleet Selectboard Members

RE: Changes to Wellfleet Shellfishing Policy and Regulations re: overwintering

Dear Selectboard Members:

The Shellfish Advisory Board recently voted to recommend changing our overwintering regulations (see documents in your packet). However, the Wellfleet Shellfish Department does not think these changes go far enough. While we fully support the removal of all condos by January 15th or before ice arrives, whichever comes first, which the SAB voted in, we believe that we need to greatly reduce the amount of racks that are left out through the winter, and we need to accurately understand exactly what gear is left out and what gets damaged or lost by winter weather. We know you have heard similar concerns from the Harbormaster and the Marina Advisory Committee.

BACKGROUND:

We have 134 licensed areas that are farmed as 90+ grants in Wellfleet Harbor, almost double the farms of any other coastal community in the Commonwealth. Shellfish farmers are granted the privilege to farm in Wellfleet waters, and the use of steel as part of their operations is also a privilege. Shellfish farmers have been allowed to leave rebar racks with oysters on them during the winter, but to do so, they must sign an agreement with the department listing out how many racks they are leaving out and assuming responsibility for clean-up and damages. We know that winter weather will bring ice to our harbor, whether for a day or a month, and we can never predict where it will hit, only that it will. The ice can do significant damage by distorting and transporting racks around the harbor.

At the request of the Shellfish Advisory Board, we conducted a survey to understand how many racks are used in Wellfleet Harbor. The ballpark figure is more than 11,000 during the peak summer growing period. Last year, about half of the shellfish farmers in town (44) left out a total of approximately 3,000 racks (about 25% of racks). For the past two years, the department has conducted a gear clean-up day in February (in addition to the one that Shellfish Advisory Board sponsors in May) with great success: more than two tons of gear has been collected by shellfishermen each year in February.

We are a multi-use harbor supporting commercial shellfish draggers, charter fishing boats, sailboats, power boats, jet skis, water skiers, kayakers, paddleboarders and more. All of these users have the right to safely operate in our waters. Distorted and lost racks can pose a danger to other harbor users. Wellfleet prides itself as a community of all types of different shellfish farmers with small and large business operations. The Shellfish Department wanted to find a solution that honored that, yet respected all harbor users,

wellfleet-ma.gov/shellfish-department

Phone (508) 349-0325



Fax (508) 349-0305

while allowing for a year-round oyster market and seed storage in the water rather than in a pit. We believe our proposals will allow for that. We hope that it is also an amount of gear that a shellfish farmer could take off in one or two tides should we see a forecast for significant ice.

It has been and will continue to be a challenge for our three-person year-round department to oversee grants through the overwintering process pre- and post-ice, especially with the new proposals we are making. However, it needs to be done, and while the department will need to micromanage the overwintering process, we do not see it as a negative; it is simply a re-prioritization of our workload. It is important to note that we are also taking all of our aquaculture gear in and pitting our seed oysters – a large propagation effort, and we patrol and monitor very busy fall and winter fisheries, with dozens of commercial shellfishermen spread out from Duck Creek to Lt. Island, as well as recreational harvesters who can fish from Chipman's Cove south to Lt. Island. Accurate grant oversight is a necessity, and I recognize that there has been some deficiency in the department's capacity to date. Therefore, we may require more manpower in the future, especially with the additional overwintering grant inspections we are proposing both before and after the ice.

RATIONALE FOR PROPOSED CHANGES

Attached are the Shellfish Department's proposed changes to regulation 17.9.5 and Appendix D (overwintering contract). We have also included a list of options discussed at the June 13 Shellfish Advisory Board meeting as well as ideas given to the Shellfish Department during its grant inspections so far.

In addition to more detailed information that we will collect and then inspect, we are proposing that farmers leave out no more than 100 racks on their contiguously farmed grants. That limit alone, based on last year's numbers, will bring down the amount of racks overwintered in the harbor by close to 2,000 racks, resulting in only about 1,000 racks being left out. We feel that this will significantly improve the situation.

An item that we bring to you for discussion is the collection of fees for overwintering racks. We spoke with the Center for Coastal Studies which often gets grants to do ghost fishing gear clean-ups. They told us it costs \$3,000/day plus extra money to look at images for a salvage company to come in and conduct deep water gear clean-up. With that in mind, we thought that farmers who choose to leave racks out should contribute money to fund that potential future deep-water clean-up effort.

I would ask you to discuss these proposals in full at the hearing on August 27, with feedback from the shellfishing community, and take a vote contingent on approval by Town Counsel. I look forward to hearing your concerns and answering your questions.

Thank you.



Nancy Civetta, Shellfish Constable

PROPOSED 7.19.5 REGULATION CHANGE

7.19.5. Overwintering of Equipment on Grants

All condos/hotels/stackable cages must be removed by January 15th, or before ice prevents removal, whichever comes first. All holding cages, plastic trays, oyster grow bags and/or u hooks used to secure nets, or anything constructed of metal on a licensed area, must be securely fastened to the bottom and all racks must be pushed down to be flush with the bottom by January 15th, or before ice prevents removal, whichever comes first. No more than 100 racks will be allowed to be overwintered per farm (contiguous licensed areas farmed together). Racks, rebar or u hooks used to secure nets on a licensed area must either be securely fastened to within eight inches (8") of the bottom or removed by January 15, or before ice prevents removal, whichever comes first. Any licensee who wishes to overwinter racks or other aquaculture gear such as clam nets, holding cages, plastic trays, oyster grow bags, etc. on their grant must obtain and sign an agreement form **Overwintering Contract available from the Shellfish Department (see **Appendix D**). In parts of the harbor where there may be a risk of silt covering overwintered racks on a licensed area, the Constable may waive the height requirement in 7.18.5 after a visit to the specific site and documenting the adjustment on the Agreement Form.**

APPENDIX D:

**OVERWINTERING CONTRACT
FORM OF AGREEMENT**

I, _____

will remove all condos from my grant(s), but choose to overwinter other aquaculture gear as outlined below. I will securely fasten all holding cages, plastic trays, oyster grow bags and/or u hooks used to secure nets, or anything constructed of metal to the bottom and push all racks down to ~~agree to remove all metal racks, rebar or u hooks used to secure nets, or anything constructed of metal that is not securely fastened to within 8"~~ **to be flush with the bottom by January 15th, or before ice prevents removal, whichever comes first.**

~~If I decide to store racks on my grant(s) over the winter,~~ I agree to the following conditions:

1. **All racks shall equipment, including racks, holding cages, plastic trays, oyster grow bags and any other equipment used to store oysters, will be tagged with the owner's my name and grant number.**
2. **An accurate number of clam nets and racks, holding cages, plastic trays, oyster grow bags, etc. being left on the grant will be is provided on this agreement form.**
3. **I will pump all such racks must be pumped down to within 8" of be flush with the bottom. I will only leave out 100 or less racks per farm (contiguous licensed areas farmed together).**
4. **I agree to pay a contingency fee of \$XX per rack to go towards any gear clean up that the Town may need to undertake in the future.**
5. **I will allow Wellfleet Shellfish Department staff to inspect my grant for compliance, whether or not I am present, as soon as I turn in this agreement, and again, after any ice leaves.**
6. **I hereby delegate _____ to be responsible for what happens on my grant in the case that I become unavailable or unreachable due to illness, travel or other. Cell phone: _____ Email: _____**
7. **I will inform the Shellfish Department of exactly how many clam nets, racks, holding cages, plastic trays, oyster grow bags, etc. I lost or that were damaged as soon as the ice departs my grant area.**
8. **I will spare no effort or expense to recuperate my gear, I will participate in beach clean up days, and I will undertake no commercial activity until I have recuperated all of my lost equipment and demonstrated it to the Shellfish Department.**
9. **I agree to clean up any aquaculture gear that is damaged or lost during the winter must be cleaned up by March 1st or when the departure of ice allows, whichever comes first.**
10. **I understand that I am solely liable for any damage my equipment may cause to other aquaculturists or the public.**
11. **I understand that failure to adhere to these conditions can result in suspension or revocation of my grant license, in accordance with Section 11 of the Wellfleet Shellfishing Policy and Regulations.**

Grant license(s) #: _____

Number of clam nets to be overwintered:

Number of racks to be overwintered (not more than 100):

Number of holding cages to be overwintered:

Number of plastic trays to be overwintered:

Number of oyster grow bags to be overwintered:

Number of other items to be overwintered (please describe):

Signature _____

Date:

**SHELLFISH ADVISORY BOARD MEETING 6-13-19 OVERWINTERING
DISCUSSION**

NO CHANGES

- Fine for found racks
- Bonded
- Fee to overwinter racks
- Enforcement of 8" rack
- Inspection of all gear to be overwintered
- Accurate reporting of lost gear comparing to agreement turned in
- Push all the way into the bottom
- Limit number of racks you can leave out
- Strict deadline for removal of lost gear
- No commercial activity until all lost gear is cleaned up

EVERYTHING OFF INCLUDING CLAM NETS

OVERWINTERING IDEAS JULY-AUGUST 2019

In 2019, 3,000 racks were left out on 44 grants as documented on overwintering agreements. We need to be able to supply markets year-round. Are there other ways?

Over the past few weeks, Wellfleet Shellfish Dept. has been conducting grant inspections, during which we have been collecting feedback from grant holders about overwintering options. Following is a list of the feedback we have received to date.

- Take everything off.
- People need to find a place to put their racks as part of their business planning.
- Whatever you leave out has to be able to be taken off in one tide no matter what the tide height.
- If you're going to go away and nobody will be there to take care of your gear if any ice should come in, then you can't leave anything out.
- Put the racks flush with the bottom so the ice can't get underneath them; put racks down to within an inch of the bottom; push racks down to 4-6" from the bottom.
- Leave oysters out in bags pinned to the ground or bottom crop them, but no racks or cages. Maybe use trays.
- WSD should conduct a second winter grant inspection for all those who submit overwintering agreements.
- WSD should conduct grant inspections right after the ice to determine how much gear was lost.
- No one should be allowed to leave gear out unless there is enforcement and citations and triple damages to others.
- People who want to leave gear out, should have to deposit money into a recovery fund.
- Find a place on the West Side to overwinter oysters.



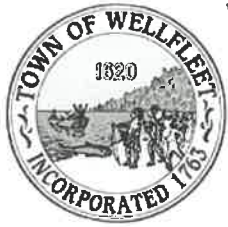
BOARD OF SELECTMEN

AGENDA ACTION REQUEST
Meeting Date:

III

APPOINTMENTS/REAPPOINTMENTS – A

| | |
|-------------------------|--|
| REQUESTED BY: | Principal Clerk |
| DESIRED ACTION: | Reappointment of Harry Terkanian to the Building Needs and Assessment Committee |
| PROPOSED MOTION: | I move to reappoint Harry Terkanian to the Building Needs and Assessment Committee for a one-year term. |
| ACTION TAKEN: | Moved By: _____ Seconded By: _____ Condition(s): |
| VOTED: | Yea _____ Nay _____ Abstain _____ |



BOARD OF SELECTMEN

AGENDA ACTION REQUEST
Meeting Date:

III

APPOINTMENTS/REAPPOINTMENTS – B

| | |
|-------------------------|---|
| REQUESTED BY: | Principal Clerk |
| DESIRED ACTION: | Appointment of Richard Elkin to the Cape Cod Commission |
| PROPOSED MOTION: | I move to appoint Richard Elkin as the Wellfleet representative to the Cape Cod Commission. |
| ACTION TAKEN: | Moved By: _____ Seconded By: _____ Condition(s): |
| VOTED: | Yea _____ Nay _____ Abstain _____ |



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

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

FILL OUT THE FORM BELOW and mail it to:

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

Name Richard Elkin Date 07/31/2019
Mailing Address [REDACTED]
S Wellfleet, MA
Phone (Home) [REDACTED] Phone (Cell) [REDACTED]
e-mail: dickelkin@gmail.com

Please describe briefly any work experience, including volunteer service, that you feel would be useful to the Town: Chair, Energy Committee; Wellfleet representative to Cape Light compact, CoFounder of Nauset Neighbors, Board of directors, Village-to-Village Network.

Please add any other information that you think may be useful, including education or other formal training, specialized courses, professional licenses or certifications, etc.: BS, Engineering, PhD Mathematics, Engineering Fellow – Raytheon company; Systems engineering manager, Raytheon

Committees/Boards of Interest: 1) Cape Cod Commission, Wellfleet representative
2) _____
3) _____

1875

1875

1875



BOARD OF SELECTMEN

AGENDA ACTION REQUEST
Meeting Date:

III

APPOINTMENTS/REAPPOINTMENTS – C

| | |
|-------------------------|--|
| REQUESTED BY: | Principal Clerk |
| DESIRED ACTION: | Appointment of Bonnie Shepard to the Local Comprehensive Planning Committee |
| PROPOSED MOTION: | I move to appoint Bonnie Shepard as the Planning Board representative to the Local Comprehensive Planning Committee. |
| ACTION TAKEN: | Moved By: _____ Seconded By: _____ Condition(s): |
| VOTED: | Yea _____ Nay _____ Abstain _____ |



BOARD OF SELECTMEN

AGENDA ACTION REQUEST
Meeting Date:

IV

USE OF TOWN PROPERTY – A

| | |
|-------------------------|---|
| REQUESTED BY: | Principal Clerk |
| DESIRED ACTION: | Approval of the use of Mayo Beach from June 29 to September 1, 2020 by Della Spring |
| PROPOSED MOTION: | I move to approve the use of Mayo Beach from June 29 to September 1, 2020 by Della Spring, per the conditions, if any, as listed on the application form for a fee of \$200. |
| 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

Applicant Della Spring Affiliation or Group n/a

Telephone Number [REDACTED] Mailing Address [REDACTED]

Email address della.spring28@gmail.com [REDACTED]

Town Property to be used (include specific area) Mayo Beach (to left, closer to pier than to old lighthouse)

Date(s) and hours of use: June 29 - Sept 10, 2020

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.

Yoga on the beach - for residents + tourists, drop in class @ \$15pp. Typically I have between 8 - 28 students, depending on week and weather. No equipment needed, parking in mayo lot.

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

none needed

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:

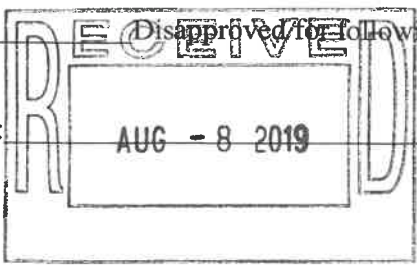
Proof of Insurance Required

Approved as submitted

Approved with the following condition(s): _____

Disapproved for following reason(s): _____

Date:



Processing Fee: \$50.00 paid

Fee: 200

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: |
|--|---|

| | |
|--|--|
| Police Department: Comments/Conditions: <i>Phone okay</i> | Fire Department: Comments/Conditions: <i>Phone okay</i> |
|--|--|

| | |
|--|--|
| DPW: Comments/Conditions: <i>Phone OK</i> | Community Services Director: Comments/Conditions: <i>Phone okay</i> |
|--|--|

| | |
|--|---|
| Harbormaster: Comments/Conditions: <i>X</i> | Shellfish: Comments/Conditions: <i>X</i> |
|--|---|

| | |
|---|--|
| Recreation: Comments/Conditions: <i>OK [Signature]</i> | Town Administrator: Comments/Conditions: <i>[Signature]</i> EIOS 8 - 0UA |
|---|--|



BOARD OF SELECTMEN

AGENDA ACTION REQUEST

Meeting Date:

IV

USE OF TOWN PROPERTY – B

| | |
|-------------------------|--|
| REQUESTED BY: | Principal Clerk |
| DESIRED ACTION: | Approval of the use of Memorial Garden on September 1 from 4-6 PM by Trudy Vermehren |
| PROPOSED MOTION: | I move to approve the use of the Memorial Garden on September 1 from 4-6 PM by Trudy Vermehren, per the conditions, if any, as listed on the application form. |
| 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

19-31

Applicant Trudy Vermeheer Affiliation or Group _____

Telephone Number [REDACTED] Mailing Address [REDACTED]

Email address trudy10@mac.com [REDACTED]

Town Property to be used (include specific area) Memorial Garden

Date(s) and hours of use: 4-6 PM Sunday Sept 1, 2019

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.

25-50 people, no outside equipment needed.
No food or pets allowed. Towel ceremony to
celebrate the life of Mia Surro.

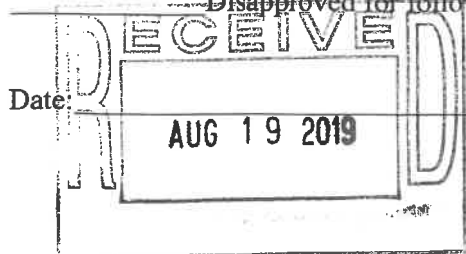
Describe any Town services requested (police details, DPW assistance, etc.)

None

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:
_____Proof of Insurance Required_____
_____Approved as submitted_____
_____Approved with the following condition(s):_____

Disapproved for following reason(s): _____



Processing Fee: \$50.00
Fee: _____

APPLICANT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSPECTIONS

| | |
|---|---|
| Health/Conservation Agent: Comments/Conditions: Phone okay Permits/Inspections needed: _____ | Inspector of Buildings: Comments/Conditions: Phone okay Permits/Inspections needed: _____ |
|---|---|

| | |
|---|---|
| Police Department: Comments/Conditions: Phone okay | Fire Department: Comments/Conditions: Phone okay |
|---|---|

| | |
|---|--|
| DPW: Comments/Conditions: Phone okay | Community Services Director: Comments/Conditions: X |
|---|--|

| | |
|---|--|
| Harbormaster: Comments/Conditions: X | Shellfish: Comments/Conditions: X |
|---|--|

| | |
|---|--|
| Recreation: Comments/Conditions: X | Town Administrator: Comments/Conditions: Daniel R. Hoort 0105 10 004 |
|---|--|



BOARD OF SELECTMEN

AGENDA ACTION REQUEST
Meeting Date:

IV

USE OF TOWN PROPERTY – C

| | |
|-------------------------|---|
| REQUESTED BY: | Principal Clerk |
| DESIRED ACTION: | Approval of the use of Great Pond on September 7 from 6-10 AM by Jay Critchley |
| PROPOSED MOTION: | I move to approve the use of Great Pond on September 7 from 6-10 AM by Jay Critchley, per 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 _____ |

Suzanne Thomas

From: Jay Critchley <reroot@comcast.net>
Sent: Tuesday, August 06, 2019 4:16 PM
To: Suzanne Thomas
Subject: Swim permit application. Suzanne, please let me know you receive

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

Applicant: Jay Critchley Affiliation or Group: Provincetown Swim for Life
Telephone Number: [redacted] Mailing Address: [redacted]
Email address: jay@thecompaq.org [redacted]
Town Property to be used (include specific area): Great Pond
Date(s) and hours of use: September 7, 2019. 6-10AM.

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 applicants.
The 32nd Provincetown Swim for Life & Paddler flotilla will sponsor a Satellite Swim at Great Pond. The swim has raised \$65M for AIDS, women's health & the community for the Lower Cape & beyond. About 50 swimmers, 12+ Kayakers & Lifeguards, parking at COA.

Describe any Town services requested (police details, DFW assistance, etc.)
The event will comply with necessary town suggestions and requirements. Thank you.





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 insure that all reviews can be completed prior to the event. This application is only for permission to use Town property. Any additional licenses, such as food service permit, etc., may be required and it is the applicant's responsibility to secure the same.

Action by the Board of Selectmen:
 Approved as submitted
 Approved with the following condition(s): [redacted]
 Disapproved for following reason(s): [redacted]

Date: [redacted] Processing Fee: \$50.00
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: |
|--|---|

| | |
|---|--|
| Police Department:  Comments/Conditions:  OK. | Fire Department:  Comments/Conditions:  OK |
|---|--|

| | |
|--|---|
| DPW: Comments/Conditions | Community Services Director: SG Thomas 8/13/19 Comments/Conditions: OK - This is an offshoot of our very popular Water Aerobics Instructor who swims in the Swim 4 Life |
|--|---|

| | |
|---|--|
| Harbormaster: Comments/Conditions | Shellfish: Comments/Conditions |
|---|--|

| | |
|---|---|
| Recreation: Comments/Conditions | Town Administrator: Comments/Conditions Concerned about the over-use of the pond |
|---|---|



BOARD OF SELECTMEN

AGENDA ACTION REQUEST
Meeting Date:



BUSINESS – A

| | |
|-------------------------|---|
| REQUESTED BY: | Suzanne Grout Thomas |
| DESIRED ACTION: | Local Comprehensive Planning Committee Designation |
| PROPOSED MOTION: | I move to designate the Local Comprehensive Plan Working Group as the Local Comprehensive Planning Committee with a membership of 9 members, including 1 representative from the DPW, Community Services, Library, Housing Authority, Planning Board, School Committee, and the Building Needs and Assessment Committee. |
| ACTION TAKEN: | Moved By: _____ Seconded By: _____ Condition(s): |
| VOTED: | Yea _____ Nay _____ Abstain _____ |

Courtney Butler

From: Suzanne Thomas
Sent: Tuesday, August 13, 2019 11:30 AM
To: Courtney Butler
Cc: Dan Hoort; Janet Reinhart (personal)
Subject: RE: LCPC

Good Morning,

At this point, we do not know what our quorum is because there is no definition of the number of members on this working group. Or do we not need to worry because we are a working group? We operate under the lens of the OML and personally I would be more comfortable being a committee with a set membership/quorum. We have important work to do to finish this and it was difficult to impossible to schedule them this summer. If possible, could the SB morph this working group (Local Comprehensive Plan Committee) into a committee on 8/27? There is the unresolved issue of a Planning Board representative in that the SB declined to appoint Bonnie Shepherd.

Thank you, Suzanne

From: Courtney Butler <Courtney.Butler@wellfleet-ma.gov>
Sent: Friday, August 09, 2019 9:33 AM
To: Suzanne Thomas <Suzanne.Thomas@wellfleet-ma.gov>
Subject: LCPC

Here is what I found:

2/9/16 BOS Meeting:

Assistant Town Administrator Brian Carlson explained the importance of appointing a working group for the update of the Local Comprehensive Plan and added Martha Hevnor and Martha Gordon to the proposed list of committee members.

MOTION 215-444: *Bruinooge moved and Murphy seconded to appoint Brian Carlson, Martha Gordon, Martha Hevnor, Suzanne Thomas, Paul Lindberg, Mac Hay, Mary Beth Rodman, Janet Lesniak, Nancy Rea, Jan Morrissey, Elaine McIlroy and Jennifer Wertkin to the Local Comprehensive Plan Working Group. Discussion ensued. Wilson expressed concerns about the even number of people and the fact that there is no representative with strong environmental background and recommended postponing decision until next meeting. Pilcher said that his only concern was the large number of the group, but there is always the possibility that some people will drop off and others can be added if willing to serve. The motion passed 5-0.*

There is no recording of that meeting online, and that's as detailed as the minutes get.

Interesting though It's called the LCPWG

Courtney Butler

Executive Assistant to the Town Administrator

Town of Wellfleet

300 Main Street

Wellfleet, MA 02667

Telephone: (508) 349-0300

Fax: (508) 349-0305

Office Hours: 8am-12pm, 1pm-4pm M-F

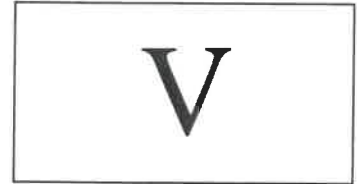
Courtney.Butler@wellfleet-ma.gov





BOARD OF SELECTMEN

AGENDA ACTION REQUEST
Meeting Date:



BUSINESS – B

| | |
|-------------------------|---|
| REQUESTED BY: | Suzanne Grout Thomas |
| DESIRED ACTION: | Arthur Medici Memorial |
| PROPOSED MOTION: | I move to authorize the purchase and installation of a memorial for Arthur Medici at Newcomb Hollow Beach. |
| ACTION TAKEN: | Moved By: _____ Seconded By: _____ Condition(s): |
| VOTED: | Yea _____ Nay _____ Abstain _____ |

To: Selectboard

From: Suzanne Grout Thomas, Director of Community Services

Date: August 21, 2019

Re: proposed memorial at Newcomb Hollow

It is almost the one year anniversary of the death of Arthur Medici at Newcomb Hollow and for all that time there has been an informal memorial in his memory created by people leaving candles, rocks, flip flops, one piece of slate with his name and dates and other less appropriate donations. I propose that the Town place a memorial boulder with a plaque at Newcomb Hollow in his memory.

I contacted his Aunt, who lives in Massachusetts, who communicated this idea to his parents who live in Brazil. They support it and would like a Bible verse on the plaque. With the Town Administrator's assistance, Town Counsel was consulted and has provided the Town with language on doing so.

Attached to this memo are the following documents:

- A. June 3 email from the Dan Hoort to me supporting my idea.
- B. June 5 letter to Marisa Medici, Arthur's Aunt
- C. June 11 email from Marisa Medici to me
- D. June 21 email from Carolyn Murray outlining the parameters that would permit the Town to use a Bible verse
- E. July 16 email to Marisa Medici with the suggested verse and wording
- F. July 31 email response from Marisa Medici with the verse preferred by Arthur's parents

A long time summer resident who manages an historic cemetery in Connecticut has offered to source the boulder and the plaque once you approve the proposal.

I would like to have a dedication ceremony at Newcomb Hollow on September 22. The tide is low mid-day if people want to do a paddle out as well.

A handwritten signature in cursive script, reading "Suzanne", written in black ink.

A-

Suzanne Thomas

From: Dan Hoort
Sent: Monday, June 03, 2019 1:46 PM
To: Suzanne Thomas
Cc: Bob Devaney
Subject: RE: Arthur Medici permanent memorial



I personally love the idea. I think the Selectboard would be on board as well. You may recall Janet wanted to do a bench or something like it in his memory.

Dan

—Original Message—

From: Suzanne Thomas <Suzanne.Thomas@wellfleet-ma.gov>
Sent: Monday, June 3, 2019 1:09 PM
To: Dan Hoort <Dan.Hoort@wellfleet-ma.gov>
Cc: Bob Devaney <centercemetery@sbcglobal.net>
Subject: Arthur Medici permanent memorial

Dan,

A long time summer Resident of Wellfleet has offered to help with a permanent memorial at NH for Arthur Medici. He's the manager of an historic cemetery in CT and volunteers his time with our Cemetery Commission. Because we do memorial benches, I thought a memorial boulder with a brass plaque would be appropriate. I'd love to replace the tattered and ever changing memorial that is there now. Do you think the Selectboard would entertain this?

Suzanne

Suzanne Grout Thomas
Director of Community Services
Town of Wellfleet
www.wellfleet-ma.gov



FILE COPY

TOWN OF WELLFLEET

Suzanne Grout Thomas
Director of Community Services
715 Old Kings Highway
Wellfleet, MA 02667
suzanne.thomas@wellfleet-ma.gov
508-349-0324
Cell: 774-353-7456

B

June 5, 2019

Marisa Medici

[REDACTED]

Revere, MA 02151

Dear Ms. Medici,

We haven't met but my name is Suzanne Grout Thomas and I am the Director of Community Services for the Town of Wellfleet. The Wellfleet Beach Program falls under my department and I am writing to ask you for the contact information for Arthur Medici's parents. I want to write to them and find out if they are agreeable to a permanent monument being created for Arthur at Newcomb Hollow. If it would be easier for you to pass on this letter to them, please do so.

The Town would pay for the monument, which would be a large rock set at the head of the path to the beach at Newcomb Hollow with a plaque honoring Arthur. I would like to speak to his parents about not only if they are agreeable to this but also, if they are willing, about the wording on the plaque. People going to and coming from the beach would be reminded of Arthur and his love of Newcomb Hollow. I hope to have a dedication ceremony in September and to have Arthur's family and friends be present as well as all those who have been so connected to this loss over the last year. I have enclosed my business card that has not only my mailing address but my email and my cell phone numbers.

I appreciate your cooperation in this request and hope to hear from you or Arthur's parents, in the near future.

Yours truly,

Suzanne Grout Thomas



Suzanne Thomas

From: Marisa Medici <mmedici77@gmail.com>
Sent: Tuesday, June 11, 2019 10:10 PM
To: Suzanne Thomas
Subject: Returning your letter - Arthur Medici



Hi, Suzanne!

I've received your letter and I really appreciate how the entire community of Wellfleet shows their feelings about what happened to my nephew.

As you know, his parents live in Brazil, and I'm the intermediate between here and there.

I spoke with them as soon as I got your letter and they were very happy with this gesture.

They said that anything positive involving Arthur's name is welcome.

They are really happy for that.

Regarding the words that you will engrave on it, you can email me and I'll share with them, and if you don't mind, it will be very interesting to put a bible's verse. If this is possible to include, I can send to you which one.

Thank you again,
Marisa Medici

Sent from my iPhone

D

Suzanne Thomas

From: Suzanne Thomas
Sent: Friday, June 21, 2019 12:53 PM
To: Dan Hoort
Subject: Re: Wellfleet: Question regarding bible verse on public property

Thank you. I'll ask his Aunt to let me know which verse they're thinking of to see if it will pass the tests.

Suzanne



Suzanne Grout Thomas
Director of Community Services
Town of Wellfleet
www.wellfleet-ma.gov

> On Jun 21, 2019, at 11:21, Dan Hoort <Dan.Hoort@wellfleet-ma.gov> wrote:

>
> See below. Probably up to the Selectboard.
>
> Dan

> —Original Message—

> From: Carolyn M. Murray <CMurray@k-plaw.com>
> Sent: Friday, June 21, 2019 11:11 AM
> To: Dan Hoort <Dan.Hoort@wellfleet-ma.gov>
> Subject: Wellfleet: Question regarding bible verse on public property

> Hi, Dan,

> I think this request from the family is probably fine, although I would like to see the Bible verse first to confirm that it is appropriate.

>

> As you know, displays with religious connotations on public property invokes First Amendment issues. These displays can be legal under applicable constitutional principles, however, they must pass constitutional muster by not violating the First Amendment's Establishment Clause, which mandates government "neutrality" towards religion. To evaluate whether or not particular religious displays violate the First Amendment establishment clause, courts look to two Supreme Court tests, the Lemon test and the endorsement test.

>

> The Lemon test analyzes the following factors: 1) did the state actor have a secular purpose in posting the speech; 2) was the primary effect of the action to advance or promote religion; and 3) was there excessive entanglement between government and religion in the given activity? The government conduct must survive all three of these prongs if the action is to survive constitutional muster.

>

> The endorsement test asks as follows: did the state actor subjectively intend to promote religion through its actions, and would the reasonable observer interpret the actions of the state as an endorsement of religion?

>

> Under both tests, I think the proposed memorial is probably fine, in my opinion.

>

> Let me know if you have any further questions.

>

> Thanks,

>

> Carolyn M. Murray, Esq.

> KP | LAW

> 101 Arch Street, 12th Floor

> Boston, MA 02110

> O: (617) 654 1726

> F: (617) 654 1735

> C: (617) 257 9581

> cmurray@k-plaw.com

E

Suzanne Thomas

From: Suzanne Thomas
Sent: Tuesday, July 16, 2019 10:27 AM
To: [REDACTED]
Cc: Dan Hoort
Subject: Memorial to Arthur



Marisa,

I've been thinking about what could go on the plaque on Arthur's memorial stone. Please share this with Arthur's family to see if they are comfortable with it. Thank you for working with me on this.

In Memoriam - Arthur G. Medici

July 8, 1992 ~ September 15, 2018

“He is the Maker of heaven and earth,
the sea, and everything in them—
he remains faithful forever. **Psalm 146:6**

Sincerely, Suzanne

Suzanne Grout Thomas
Director of Community Services
Town of Wellfleet
715 Old Kings Highway
Wellfleet, MA 02667
508-349-0324
774-353-7456
suzanne.thomas@wellfleet-ma.gov
www.wellfleet-ma.gov

Please think of the environment before printing this e-mail.

F

Suzanne Thomas

From: Marisa Medici
Sent: Wednesday, July 31, 2019 9:01 PM
To: Suzanne Thomas
Subject: Arthur's Memorial



Hi, Suzanne!
I hope everything is well!

I'm sorry taking too long to reply your email but I was waiting for Arthur's parents to confirm what they'd like to do it.

They'd like to use a verse from the Bible which was marked in Arthur's Bible and he always mentioned this verse as his magic verse.

This is the verse:

"Jesus said to her: I am the resurrection and the life. The one who believes in Me, even if he dies, will live." John 11:25

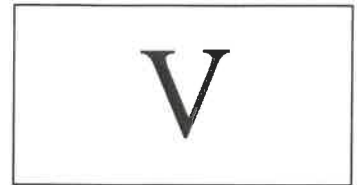
Suzanne, thank you so much for what you've done. Helping us to pass this endless moment.
From the deep of my heart, thank you!
Marisa Medici

Sent from my iPhone



BOARD OF SELECTMEN

AGENDA ACTION REQUEST
Meeting Date:



BUSINESS – C

| | |
|-------------------------|--|
| REQUESTED BY: | Cape and Islands Suicide Prevention Coalition |
| DESIRED ACTION: | Signing of Proclamation of Suicide Awareness Prevention Week |
| PROPOSED MOTION: | I move to sign the Proclamation declaring the week of September 8th to 15th, 2019 as Suicide Prevention Awareness Week. |
| ACTION TAKEN: | Moved By: _____ Seconded By: _____ Condition(s): |
| VOTED: | Yea _____ Nay _____ Abstain _____ |

Lisa Forhan, Co-Chair
Melissa Maguire, Co-Chair



P. O. Box 119
Barnstable, MA 02630

July 2, 2019

Dear Board of Selectmen:

Each year, we lose more than thirty Cape & Island residents to suicide. For each of these suicide deaths, it is estimated more than thirty people are affected, six of them profoundly. Suicide is a public health issue in our communities; and it is preventable.

In recognition of National Suicide Prevention Month, the Cape & Islands Suicide Prevention Coalition is once again seeking to have the week of September 8th -15th, 2019 named "Suicide Prevention Awareness Week" in all of the Cape and Islands towns.

We aim to recognize this painful and often hidden part of our communities, to demonstrate our commitment to suicide prevention, and to send a message of hope to those struggling, grieving, or affected in any way by suicide. We know that by decreasing the stigma that surrounds suicide, we increase the likelihood that someone will reach out for help.

Please accept this proclamation request for the selectman's agenda for an early September or late August meeting (Sample proclamation wording is attached) we appreciate your consideration for this request, and look forward to hearing from you.

The proclamation can be emailed to me at suicideprevention@capecoalition.com or mailed to me at: Cape and Islands Suicide Prevention Coalition, P.O. Box 119, Barnstable, MA 02630

Warm Regards,

Frances Bassett
Training & Office Coordinator
Cape & Islands Suicide Prevention Coalition

*PROCLAMATION
SUICIDE PREVENTION WEEK*

WHEREAS, in the United States, one person dies by suicide every 12 minutes and 121 people die by suicide each day; and

WHEREAS, 20 veterans die by suicide each day; and

WHEREAS, suicide is the second leading cause of death for Massachusetts residents ages 15-44 and the suicide rate on the Cape and Islands is 1.4 times higher than the State average; and

WHEREAS, suicide is a tragic and disruptive event for families and communities ~ it is estimated that annually, there are 6.3 million suicide loss survivors who have lost a loved one to suicide; and

WHEREAS, suicide is a public health issue and a community concern, and through increased education and awareness of the issue a great number of suicides can be prevented;

THEREFORE, we do hereby officially designate the week of September 08 - 14, 2019 as "*SUICIDE PREVENTION WEEK*" in the Town of Orleans MA, Barnstable County.



BOARD OF SELECTMEN

AGENDA ACTION REQUEST
Meeting Date:



BUSINESS – D

| | |
|-------------------------|---|
| REQUESTED BY: | Town Administrator |
| DESIRED ACTION: | Approval of Tax Inserts |
| PROPOSED MOTION: | <p>1) I move to approve the Housing Authority 2019 tax bill insert.</p> <p>2) I move to approve the Taxation Aid Committee 2019 tax bill insert.</p> <p>3) I move to approve the Cemetery Commission 2019 tax bill insert.</p> |
| ACTION TAKEN: | Moved By: _____ Seconded By: _____ Condition(s): |
| VOTED: | Yea _____ Nay _____ Abstain _____ |

SUPPORT THE WELLFLEET BUY DOWN PROGRAM

Making homes affordable to sustain and support our Community

The **Buy Down Program**, offered by your Housing Authority, has been providing grants to help qualified first-time home buyers of moderate means to purchase a home of their own – in Wellfleet. The program only applies to existing homes in Town; *no new building or impact on neighborhoods!* Plus, all the homes are deed restricted so they will stay affordable forever.

We are now working on our 7th Buy Down home – **so far, all six prior homes have gone to young people!** They include families with children, a teacher, shell fishing men and women, a Town employee, people working for local nonprofits, a graphic designer and a chef. But to continue this great program, *we need your financial support.*

Please **GIVE** to the **Wellfleet Affordable Housing Trust Fund**. Make your tax-deductible contribution payable to the *Wellfleet Affordable Housing Trust Fund* and mail separately from your tax bill to: Wellfleet Housing Authority, 300 Main Street, Wellfleet, MA 02667. **Thank you.**

Name (Please print)

Mailing Address

Amount

Over, please

REQUEST FOR CONTRIBUTIONS TO THE WELLFLEET TAXATION AID FUND

The Wellfleet Taxation Aid Fund Committee would like to thank the many Wellfleet homeowners, both residents and non-residents, who have generously supported the Fund over the years with their voluntary donations. No public funds are involved in this program. We just completed our sixth year of granting awards to residents who need assistance in order to pay their property taxes. The Committee made nearly \$19,000 in awards.

Residents are eligible if: 1) they are age 55 or older, or 2) are disabled without regard to age, and have annual income less than \$40,000 for an individual or \$55,000 for a household. **If you need assistance or know anyone who does, please look for details in next spring's tax bills.**

We continue to expand the number of applicants, and are thus preparing for our next award cycle with greater financial need than in the past. **Please consider making a contribution when you pay this fall's property tax bill. Donations are tax deductible, and no amount is too small.** You will be helping your neighbors who need assistance paying their property tax bills.

WELLFLEET CEMETERIES NEED YOUR HELP!

Please consider a tax-deductible contribution to help us in our ongoing efforts to restore and maintain Wellfleet's cemeteries.

Many stones and monuments, a part of our history, are in desperate need of restoration and repair. If lost, they are gone forever.

The task of repairing damaged and deteriorated monuments is overwhelming with our limited budget. The Cemetery Commission receives no Town funding. The only funds received are from the sale of plots & 2 grants from the Community Preservation Fund, which must pay for all care, including mowing, road maintenance, annual clean-ups, prior limited stone restorations, and repairs and any tree removal.

Cemeteries are irreplaceable and sacred places. They are outdoor museums as well as important tracts of open space. We would very much appreciate your contribution to this ongoing, long term project to restore and document Wellfleet's history.

No amount is too small, and all contributions are fully tax-deductible. Donations may be added to your tax check, or a separate check to the Town of Wellfleet, Attn: Cemetery Gift Fund, 300 Main St., Wellfleet, MA 02667.

Name (please print)

Mailing address

Amount donated



BOARD OF SELECTMEN

AGENDA ACTION REQUEST

Meeting Date:

V

BUSINESS – E

| | |
|-------------------------|---|
| REQUESTED BY: | Town Administrator |
| DESIRED ACTION: | Approval of Pilot Agreement – Coles Neck Solar |
| PROPOSED MOTION: | I move to approve the agreement and authorize the Town Administrator to sign it. |
| ACTION TAKEN: | Moved By: _____ Seconded By: _____ Condition(s): |
| VOTED: | Yea ____ Nay ____ Abstain ____ |

TOWN of WELLFLEET

AGREEMENT FOR PAYMENT IN LIEU OF TAXES UNDER M.G.L. c. 59, § 38H(b)

THIS AGREEMENT FOR PAYMENT IN LIEU OF TAXES UNDER M.G.L. c. 59, § 38H(b) (this “Agreement”) is made and entered into as of August 27, 2019 by and between COLES NECK SOLAR, LLC (“Developer”) and the TOWN OF WELLFLEET, a municipal corporation duly established by law and located in Barnstable County, Commonwealth of Massachusetts (the “Town”). Developer and the Town may also be referred to collectively as the “Parties,” and individually as a “Party.”

WHEREAS, Developer plans to build, own and operate a solar photovoltaic facility (such facility, as further defined below, the “Project”), on an approximately 7.2 acre parcel of land located on Coles Neck Road, Massachusetts, owned by the Town and leased to Developer, as such parcel is shown on Assessor’s Map 7, Lot 24 and 28, a copy of which map is included in Exhibit A (the “Property”);

WHEREAS, it is the intention of the Parties that Developer make annual payments to the Town for the term of this Agreement in lieu of real and personal property taxes for the Property and Project in accordance with G.L. c.59, §38H(b) and any and all regulations promulgated pursuant thereto; and

WHEREAS, except as provided herein, the Parties intend that, during the term of the Agreement, as long as Developer timely makes payments due hereunder, Developer will not be assessed for real and personal property taxes for the Property and Project, and this Agreement will provide for the exclusive payments in lieu of such taxes during the term hereof; provided, however, that this Agreement does not include and shall not affect any other taxes or fees that may be owed now or in the future by Developer, including, but not limited to, taxes for personal property other than the Project, which taxes, if any, shall continue to be assessed by the Town in accordance with applicable laws and regulations.

NOW THEREFORE, in exchange for the mutual commitments and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Payment in Lieu of Real and Personal Property Taxes. Developer agrees to make annual payments to the Town in lieu of real and personal property taxes for the Property and Project for a period of twenty (20) consecutive fiscal years (each fiscal year, July 1-June 30). Each annual payment will be in the amount of \$12,500 per megawatt (“MW”) direct current (“DC”). Assuming a Project nameplate capacity of 0.90783 MW (DC) and 0.700 MW alternating current (“AC”), annual payments shall be as set forth in Exhibit B (each such payment, an “Annual Payment”), subject to adjustment under Paragraph 2 for changes in such capacity. Each Annual Payment will be paid on a fiscal year basis in four (4) equal (or, in the Town’s reasonable discretion in order to conform payments to the Board of Assessor’s valuation of the Project, slightly unequal) quarterly installments, each of which shall be due on or before August 1, November 1, February 1, and May 1 (each a “Quarterly Payment Date”) of each fiscal year. Each quarterly payment amount and due date will be noted on a tax bill to be issued by the

TOWN of WELLFLEET

Town to the Developer, provided that any failure of the Town to issue such a bill shall not relieve Developer of its obligation to make timely payments hereunder, and provided further that if no bill is issued, Developer shall be in compliance with its payment obligations if it makes all quarterly installments (for which no bill has been issued by the Town) in equal installments by the Quarterly Payment Dates.

Annual Payments shall commence with the first quarterly installment being due on the first August 1 that is on or, if not on, following the date of the Town's issuance of the first building or electrical permit for the Project (the "Commencement Date"); and shall end with the last quarterly installment being due on May 1 of the twentieth (20th) fiscal year after the Commencement Date.

Other than as expressly set forth in this Agreement, Developer agrees that the Annual Payments will not be reduced for any reason (including without limitation on account of a depreciation factor, revaluation or reduction in the Town's tax rate, or legislative action fixing or otherwise setting taxes or payments in lieu thereof for photovoltaic solar facilities), and the Town agrees that the Annual Payments will not be increased (including on account of an inflation factor, revaluation or increase in the Town's tax rate or assessment percentage beyond that anticipated by the Parties). Developer hereby waives, during the term of this Agreement, any rights it may have otherwise had in the absence of this Agreement to seek, for any reason and in any forum, an abatement or reduction of taxes assessed for the Property and Project, and therefore, hereby waives any such rights with respect to any payments in lieu of taxes assessed in accordance with the provisions of this Agreement.

2. Adjustments to Annual Payments. Adjustments to Annual Payments shall be made, if at all, only in accordance with this Paragraph 2.

- a. DC Nameplate Capacity Changes. If, as of the date that the Project is mechanically complete (i.e., fully installed and awaiting authorization from the electric utility to commence commercial operation; hereinafter, the "Mechanical Completion Date"), the installed DC nameplate capacity of the Project (the "DC Capacity") is more or less than the DC Capacity set forth above, the Annual Payments reflected in Exhibit B shall be increased (if more) or decreased (if less) by the unit price of \$12.50/KW (DC) for each KW change in DC Capacity. If after such date, as a result of the addition, replacement, or enhancement of Project equipment, improvements or other property, the DC Capacity is increased, the Annual Payments shall be increased for each KW increase in DC Capacity.
- b. AC Nameplate Capacity Changes. If after the Mechanical Completion Date, as a result of the addition, replacement, or enhancement of Project equipment, improvements or other property the installed AC nameplate capacity of the Project ("AC Capacity") increases, the Annual Payments reflected in Exhibit B shall be increased by a unit price of \$8.75/KW (AC) for each KW change in AC Capacity. In the event that both the AC Capacity and DC Capacity increase as a result of the addition, replacement or enhancement of the same Project equipment, improvements

TOWN of WELLFLEET

or other property, the unit price (DC or AC) resulting in the largest increase in Annual Payments shall apply.

- c. Notice of Mechanical Completion Date and Changes in Capacity. Within fourteen (14) days following the Mechanical Completion Date, Developer shall provide written notice to the Town certifying that date and the DC Capacity and AC Capacity of the Project as installed as of that date. Within fourteen (14) days of the addition, replacement, or enhancement of Project equipment, improvements or other property resulting in a change in AC/DC Capacity, Developer shall provide written notice to the Town describing, in reasonable detail, the equipment, improvements or other property added, replaced, or enhanced; the resulting change in AC/DC Capacity; and a proposed adjustment to Annual Payments in accordance with Paragraph 2.

3. Inventory. Attached to this Agreement as Exhibit C is a State Tax Form 2 (Form of List) for the Project, representing a preliminary inventory (the "Inventory") of all major Project equipment, together with estimated fair cash values. Only property necessary or incidental to the production of electricity shall be included in the Project. Notwithstanding anything to the contrary in this Agreement, the Project, and thus the Annual Payments hereunder, shall not include (i) buildings or, (ii) excluding the Project, improvements constituting "Real Property," as defined in M.G.L. c. 59, § 2A(a).

Within thirty (30) days after the Mechanical Completion Date, Developer shall submit an updated Inventory if different from the Inventory in Exhibit C, using State Tax Form 2 (Form of List). Developer will update the Inventory annually as of January 1 of each year, and an updated written Inventory, referred to as an Annual Inventory Update, will be provided to the Town on or before February 1 of each year. The Town, its officers, employees, consultants, agents and attorneys will have the right periodically, during normal business hours and upon reasonable advance notice to Developer, to inspect the Project and review documents in possession of Developer that relate to the Project and the Inventory to verify the Inventory and Developer's compliance with this Agreement. Any failure of Developer to include all equipment and personal property on any Inventory or updated Inventory shall constitute a material breach of this Agreement, subject, however, to cure pursuant to Paragraph 14(c) of this Agreement.

In addition, the Developer shall, upon signing this Agreement, provide the Town with a copy of Developer's interconnection application filed with the local electric utility (or if such application has not been filed, within fourteen (14) days after it is filed), and a copy of its interconnection agreement with such utility within fourteen (14) days after it has been signed by the utility and Developer. Developer shall also provide the Town any future amendments to such application or interconnection agreement within fourteen (14) days after the amendments to the application are filed by the Developer and the amendments to the interconnection agreement are signed by the utility and Developer. Furthermore, Developer shall provide the Town a copy of as-built drawings of the Project stamped by a professional engineer licensed in the Commonwealth of Massachusetts.

TOWN of WELLFLEET

4. Payment Collection. In addition to such rights and remedies available in this Agreement, all statutory rights and remedies available to the Town for the collection of taxes shall also be available to the Town for the collection of Annual Payments hereunder, including, but not limited to, the rights and remedies provided in G.L. c. 59 and G.L. c. 60, and all such rights and remedies are hereby reserved notwithstanding anything to the contrary herein. Accordingly, for example, if and to the extent deemed necessary by the Town for assessment or collection of Annual Payments, the Project may, at the Town's election, be deemed personal property unintentionally omitted from annual assessment under G.L. c. 59, § 75, or "Real Property," as defined in G.L. c. 59, § 2A(a). All late payments from Developer shall accrue interest at 14 percent per annum. Furthermore, if Developer breaches its payment obligations under this Agreement and fails to cure such breach under Paragraph 14(a), Developer shall pay the reasonable attorneys' fees, court and other costs incurred by the Town in the collection of the unpaid amounts.

5. Tax Status. The Town agrees that during the term of this Agreement and for so long as Developer makes timely payments hereunder, the Town will not assess Developer for any real and personal property taxes for the Property and Project, and the Town agrees that, except as expressly set forth herein, this Agreement will exclusively govern the payments of such taxes (and payments in lieu of such taxes) that Developer will be obligated to make to the Town with respect to the Project, provided, however, that this Agreement will not affect any other taxes owed by the Developer, including, but not limited to, taxes for any personal property not incorporated into the Project, which taxes, if any, shall be assessed by the Town in accordance with applicable laws and regulations.

6. Assignment. Developer shall not assign this Agreement in whole or in part without the advance written consent of the Town, which shall not be unreasonably withheld or conditioned, except that Developer may (i) collaterally assign the Agreement to an entity providing financing for construction, operation or maintenance of the Project with advance written notice to the Town, provided that Developer shall not be relieved of its obligations hereunder; or (ii) with advance written notice to the Town, assign the Agreement to an entity no less creditworthy than Developer to whom Developer has sold or transferred all its interests in the Project, provided that, upon an assignment under clause "ii," above, Developer shall be deemed as having represented and warranted to the Town that the assignee has the financial ability to comply with all obligations of Developer hereunder; and provided further that, notwithstanding the foregoing, other than a collateral assignment under clause "i," above, Developer shall not assign this Agreement to any person or entity that is not eligible to enter into this Agreement under G.L. c. 59, § 38H(b), or who is unable to make all the representations and warranties of Developer contained herein.

7. Invalidity. The Parties understand and agree that this Agreement shall be void and unenforceable if (a) this Agreement, or any material portion of this Agreement, is determined or declared by a court or agency of competent jurisdiction to be illegal, void, or unenforceable; (b) Developer is determined or declared by a court or agency of competent jurisdiction to not be a "generation company" or "wholesale generation company" as those terms are used and/or defined in G.L. c. 59 § 38H(b), and G.L. c. 164 § 1; and/or (c) this Agreement has not been approved by Town Meeting. In the event this Agreement is declared void in accordance with this Paragraph

TOWN of WELLFLEET

7, any payments due and/or made to the Town before the date of such declaration shall be and remain property of the Town, and to the extent permitted by law, shall be deemed full satisfaction of the taxes in lieu of which they were made.

8. Notices. All notices, consents, requests, or other communications provided for or permitted to be given hereunder by a Party must be in writing and will be deemed to have been properly given or served upon the personal delivery thereof, via courier delivery service, or by mail in a manner of delivery that results in a confirmation of receipt, such as certified mail or federal express. Such notices shall be addressed or delivered to the Parties at their respective addresses shown below.

To: Developer
Coles Neck Solar, LLC
c/o Ameresco, Inc.
111 Speen Street Suite 410
Framingham, MA 01701
Attn: Vice President – Solar Grid-Tie

To: Town of Wellfleet

Town Administrator
300 Main Street
Wellfleet, MA 02667

Any such addresses for the giving of notices may be changed by either Party by giving written notice as provided above to the other Party. Notice given by counsel to a Party shall be effective as notice from such Party.

9. Applicable Law. This Agreement will be made and interpreted in accordance with the laws of the Commonwealth of Massachusetts without regard to the law of “conflicts of laws.” The Parties each consent to the jurisdiction of the Massachusetts courts or other applicable agencies of the Commonwealth of Massachusetts regarding any and all matters, including interpretation or enforcement of this Agreement or any of its provisions. Venue for all litigation brought hereunder shall be (solely) in the state courts of the county in which the Town is located. Developer agrees to accept service of process, including civil complaints, by certified mail at the address indicated in Paragraph 8 (Notices).

10. Force Majeure. As used herein, an event of Force Majeure is an event beyond the reasonable control of the Parties, and includes, without limitation, the following events:

- a. Acts of god including floods, winds, storms, earthquake, fire or other natural calamity;
- b. Acts of War or other civil insurrection or terrorism; or
- c. Taking by eminent domain by any governmental entity of all or a portion of the

TOWN of WELLFLEET

Property or the Project.

In the event that a Force Majeure occurs during the term of this Agreement that renders the Project wholly or substantially unable to produce electricity for a period of more than ninety (90) days, Developer may, at its election, terminate the Agreement following expiration of such 90-day period by written notice to the Town, provided that such termination shall be effective no earlier than the end (June 30) of the fiscal year in which said notice is received by the Town, and provided further that the Project will thereafter be assessed and taxed as if this Agreement does not exist.

Notwithstanding the foregoing or any Force Majeure event, Developer shall continue to make Annual Payments without abatement or reduction until this Agreement is terminated, if at all, in accordance with this Paragraph 10.

11. Certification of Tax Compliance. Pursuant to G.L. c. 62C, § 49A, Developer hereby certifies under pains and penalties of perjury that it has complied with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

12. Covenants, Representations and Warranties of Developer.

- a. During the term of the Agreement, Developer will not do any of the following:
1. convey by sale, lease, assignment or otherwise any interest in the Property or Project to any tax-exempt entity or organization, including without limitation a charitable organization pursuant to G.L. c.59, § 5 (Clause Third);
 2. fail to pay the Town all amounts due hereunder when due in accordance with the terms of this Agreement;
 3. seek, for any reason, an abatement or reduction of any of the amounts assessed in accordance with the terms of this Agreement, and Developer hereby waives, during the full term of this Agreement, any rights it may have otherwise had to seek such an abatement or reduction; or
 4. seek to amend or terminate this Agreement on account of the enactment of any law or regulation or a change in any existing law or regulation the intent or effect of which is to fix or limit in any way the method for calculating payments-in-lieu-of-taxes for renewable energy facilities.

TOWN of WELLFLEET

b. Developer represents and warrants:

1. It is a corporation or other business entity duly organized, validly existing and in good standing under the laws of the state in which it was formed, and if a foreign corporation, is registered with the Massachusetts Secretary of State, and has full power and authority to carry on its business as it is now being conducted.

2. This Agreement constitutes the legal, valid and binding obligation of Developer enforceable in accordance with its terms, except to the extent that the enforceability may be limited by applicable bankruptcy, insolvency or other laws affecting other enforcement of creditors' rights generally or by general equitable principles.

3. It has taken all necessary action to authorize and approve the execution and delivery of this Agreement.

4. The person executing this Agreement on behalf of Developer has the full power and authority to bind it to each and every provision of this Agreement.

5. Developer is a "generation company" or "wholesale generation company" as those terms are used and defined in G.L. c. 59, § 38H(b) and G.L. c. 164 § 1.

6. Developer does not qualify for a manufacturing classification exemption pursuant to G.L. c. 59, § 5(16)(3).

7. The documents and information furnished by Developer to the Town in connection with this Agreement, including but not limited to the Inventory and any update thereto, is true, accurate and complete in all material respects.

8. The performance of Developer's obligations under this Agreement will not violate or result in a breach or default of any agreement or instrument to which Developer is a party or to which Developer is otherwise bound.

13. Entire Agreement. The Parties agree that this is the entire, fully integrated Agreement between them with respect to payments in lieu of taxes for the

TOWN of WELLFLEET

Property and Project, and that there are no third party beneficiaries to this Agreement.

14. Termination by Town. Notwithstanding anything to the contrary in this Agreement, the Town may terminate this Agreement on thirty (30) days written notice to Developer if:

- a. The Developer fails to make timely payments required under this Agreement, unless such payment is received by the Town within the 30-day notice period with interest as stated in this Agreement, provided, however, that the Town may nonetheless terminate this Agreement if such failure occurs more than three times in any rolling 365-day period, even if each such failure is cured within the 30-day notice period;
- b. The Developer or the person that owns 100 percent of the ownership interests in Developer has filed, or has had filed against it, a petition in Bankruptcy, or is otherwise insolvent;
- c. The Developer otherwise materially breaches this Agreement, unless such breach is cured within the 30-day notice period, including payment to the Town of any damages arising from such breach, provided, however, that the Town may nonetheless terminate this Agreement if Developer materially breaches this Agreement more than three times in any rolling 365-day period, even if each such breach is cured within the 30-day notice period; and/or
- d. The Developer's representations set forth in Paragraph 12 were untrue, inaccurate, or incomplete in material respects at the time they were made.

15. Payment of Town Costs. Upon execution of this Agreement, the Developer shall pay the Town by bank or certified check, or wire transfer, the lump-sum amount of \$5,000, representing payment of costs and expenses, including attorneys' fees, incurred by the Town in the negotiation of this Agreement.

16. Developer's federal tax identification number: 04-3512838

TOWN of WELLFLEET

Executed under seal by the undersigned as of the day and year first written above, each of whom represents that it is fully and duly authorized to act on behalf of and bind its principals.

DEVELOPER

By: _____

Title: _____

Date: _____

WELLFLEET SELECTBOARD

Janet Reinhart

Helen Miranda Wilson

Justina Carlson

Kathleen Bacon

Michael DeVasto

TOWN of WELLFLEET

EXHIBIT A

Legal Description:

The Property:

TOWN of WELLFLEET

EXHIBIT B

Annual Payments Schedule

TOWN of WELLFLEET

EXHIBIT C

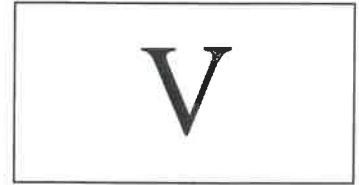
Inventory

(State Tax Form 2)



BOARD OF SELECTMEN

AGENDA ACTION REQUEST
Meeting Date:



BUSINESS – F

| | |
|-------------------------|---|
| REQUESTED BY: | Town Administrator |
| DESIRED ACTION: | HDYLTA Discussion |
| PROPOSED MOTION: | |
| ACTION TAKEN: | Moved By: _____ Seconded By: _____ Condition(s): |
| VOTED: | Yea _____ Nay _____ Abstain _____ |

BUSINESS – G

| | |
|-------------------------|---|
| REQUESTED BY: | Town Administrator |
| DESIRED ACTION: | Selectboard FY 2020 Goals Update |
| PROPOSED MOTION: | |
| ACTION TAKEN: | Moved By: _____ Seconded By: _____ Condition(s): |
| VOTED: | Yea _____ Nay _____ Abstain _____ |

SELECTBOARD GOALS 2020

JANET REINHART

1. Dredging – continue and start a maintenance plan
2. Parking – continue support
3. Housing – continue support
4. Wastewater – continue support
5. Harbor/Marina Plan
 - a. Shellfish Shack
 - b. Public/Private plan for improvement
 - c. Parking
 - d. Bathrooms
 - e. Climate mitigation
6. Fiber Optics/Cell Tower/Consultant
7. Bike Trails and Bike Lanes

SELECTBOARD GOALS 2020

KATHLEEN BACON

1. Decide on Shellfish Shack and former COA building
2. Continue to develop RFP for housing at 95 Lawrence Road
3. Pursue the feasibility of a cell transmission tower at the northeast corner of the Transfer Station
4. Work with the Board of Water Commissioners to pursue a grant for maintenance and cleaning of the Water Tower
5. Work with the NRAB and the DPW for solutions to flooding mitigation on commercial street
6. Work more diligently on integrating climate change mitigation as a focus for all Town departments

SELECTBOARD GOALS 2020

HELEN MIRANDA WILSON

1. Get the harbor dredged and set up a way to have maintenance dredging occur.
2. Recruit full membership for regulatory committees and other municipal groups.
3. Continue to improve ongoing communication between all municipal groups (including staff). When a jurisdictional overlap occurs, have related committees and personnel informed.
4. Continue to improve the public process with support for compliance, including training for committee members. Research and organize workshops for same.
5. Negotiate/discuss with the NPS land swaps or shared use of land.
6. Include sea level rise and climate change when considering all long-term land-use decisions. Every time.
7. Decide (again) what to do with the old shellfish shack.



BOARD OF SELECTMEN

AGENDA ACTION REQUEST
Meeting Date:

V

BUSINESS – H

| | |
|-------------------------|---|
| REQUESTED BY: | Town Administrator |
| DESIRED ACTION: | Open Meeting Law Complaint filed by Jude Ahern |
| PROPOSED MOTION: | Discuss, deliberate, and take appropriate action to respond to same. |
| ACTION TAKEN: | Moved By: _____ Seconded By: _____ Condition(s): |
| VOTED: | Yea _____ Nay _____ Abstain _____ |



OPEN MEETING LAW COMPLAINT FORM

Office of the Attorney General
One Ashburton Place
Boston, MA 02108

Please note that all fields are required unless otherwise noted.

Your Contact Information:

First Name: Judith Last Name: Ahern

Address: [REDACTED]

City: South Wellfleet State: MA Zip Code: 02663

Phone Number: [REDACTED] Ext. _____

Email: jude@judeahern.com

Organization or Media Affiliation (if any): N/A

Are you filing the complaint in your capacity as an individual, representative of an organization, or media?

(For statistical purposes only)

Individual Organization Media

Public Body that is the subject of this complaint:

City/Town County Regional/District State

Name of Public Body (including city/town, county or region, if applicable): Town of Wellfleet Selectboard

Specific person(s), if any, you allege committed the violation: Justina Carlson, Wellfleet Selectboard member; Janet Reinhart, Wellfleet Selectboard Chair; and Dan Hoort, Wellfleet Town Administrator

Date of alleged violation: 7/16/19

RECEIVED
2019 AUG 16 P 12:56
TOWN CLERK
TOWN OF WELLFLEET

Description of alleged violation:

Describe the alleged violation that this complaint is about. If you believe the alleged violation was intentional, please say so and include the reasons supporting your belief.

Note: This text field has a maximum of 3000 characters.

Janet Reinhart, Chair Wellfleet Selectboard, stated at a working meeting on May 23, 2019, that Board of Health agent, Hillary Greenberg-Lemos, had its full support to invite to a future Selectboard meeting: MA State Department of Environmental Protection officials, the Director of the Association for the Preservation of Cape Cod, the Cape Cod Commission, the consultant Scott Horsley, numerous relevant committees and the shellfishing community (thus scheduled around the tide) to discuss Wellfleet's wastewater planning. (See attached)

There is a lot of misinformation surrounding Wellfleet's wastewater management "208 Plan" so the purpose of this meeting was to bring everyone together in one room so that all could hear about the process directly from the State to distinguish facts from fear mongering. It was an important meeting because of its subject matter but also because it involved coordinating several people from off Cape. Greenberg-Lemos scheduled the meeting in early July for Tuesday, July 16 from 12-1:30pm in the basement of the fire station.

I believe that Selectboard member, Justina Carlson, did not want this meeting public. On record she has stated that she does not think individuals from Wellfleet should speak with the DEP but that Wellfleet should instead appear united. She was more concerned about shielding Curt Felbr, a friend and member of the Local Comprehensive Wastewater Management Committee, from challenging questions from the shellfishing community than informing the Public. She did not want this meeting to be well attended so not (not) coincidentally, somebody forgot to post it or tell most of the relevant committees. ONLY because one citizen on Facebook told people about the meeting that anyone was there other than those who were invited to speak and the Selectboard. When that citizen called Town Hall on the Friday before to ask what time this meeting was, she was incorrectly told by Town Administrator Executive Assistant, Courtney Butler, that it started at 1pm so she had to call the fire station to clarify the correct time of 12pm. The fact that over fifty people showed up despite no public notice reflects how important this issue is to the people of Wellfleet.

In further violation of OML, all five Selectboard members attended the July 16th meeting. Two expressed opinions on matters within the body's jurisdiction to a quorum of members, even if nobody responded directly.

Further evidence that this was a deliberate violation of OML is because even on Monday, July 15th, there was no attempt to rectify the situation and either get the word out or postpone the meeting. Instead, the day after the meeting, the Selectboard briefly discussed it when Helen Wilson trivialized the situation as, "Somebody said to me they couldn't find it" and then scoffed at the suggestion that a town employee was not doing their job of posting public meetings. Wilson did make a point to be on the record to remind the Public that "we (Selectboard) are not legally required to post (meetings) on the website however we all expect it to be posted there...and a couple times it didn't get on the website as soon as it did in the glass case in town hall (which it has to) and sometimes that can result in confusion."

I believe the Selectboard and the Town Administrator went back and forth about this meeting for weeks and when they could not legally circumvent OML, decided to create confusion and then distance itself as the public body calling the meeting and instead refer to it not as a "meeting" but rather an "informational session".

What action do you want the public body to take in response to your complaint?

Note: This text field has a maximum of 500 characters.

I want to know who is responsible for not posting this meeting. I want the Selectboard to change the Town bylaws or charter to legally require the Town to post public meetings on its website not just in a glass case in the upstairs hallway of Town Hall. I want all Selectboard WORKING meetings video recorded. I want Justina Carlson to resign from her appointed position as Wellfleet's representative to the Cape Cod and Islands Water Protection Fund or guarantee that all of her interactions with that entity are recorded and all correspondence be readily available for public inspection.

Review, sign, and submit your complaint

I. Disclosure of Your Complaint.

Public Record. Under most circumstances, your complaint, and any documents submitted with your complaint, is considered a public record and will be available to any member of the public upon request.

Publication to Website. As part of the Open Data Initiative, the AGO will publish to its website certain information regarding your complaint, including your name and the name of the public body. The AGO will not publish your contact information.

II. Consulting With a Private Attorney.

The AGO cannot give you legal advice and is not able to be your private attorney, but represents the public interest. If you have any questions concerning your individual legal rights or responsibilities you should contact a private attorney.

III. Submit Your Complaint to the Public Body.

The complaint must be filed first with the public body. If you have any questions, please contact the Division of Open Government by calling (617) 963-2540 or by email to openmeeting@state.ma.us.

By signing below, I acknowledge that I have read and understood the provisions above and certify that the information I have provided is true and correct to the best of my knowledge.

Signed: _____

Date: _____

For Use By Public Body

Date Received by Public Body:

For Use By AGO

Date Received by AGO:



OPEN MEETING LAW COMPLAINT FORM

Office of the Attorney General
One Ashburton Place
Boston, MA 02108

Please note that all fields are required unless otherwise noted.

RECEIVED

2018 AUG 19 P 1:55

Your Contact Information:

First Name: Judith Last Name: Ahern

Address: [REDACTED]

City: South Wellfleet State: MA Zip Code: 02663

Phone Number: [REDACTED] Ext.

Email: jude@judeahern.com

Organization or Media Affiliation (if any):

Are you filing the complaint in your capacity as an individual, representative of an organization, or media?

(For statistical purposes only)

Individual Organization Media

Public Body that is the subject of this complaint:

City/Town County Regional/District State

Name of Public Body (including city/town, county or region, if applicable): Town of Wellfleet Selectboard

Specific person(s), if any, you allege committed the violation:

Date of alleged violation: Fall 2018-present

Description of alleged violation:

Describe the alleged violation that this complaint is about. If you believe the alleged violation was intentional, please say so and include the reasons supporting your belief.

Note: This text field has a maximum of 3000 characters.

On November 14, 2018 and April 11, April 29 and July 19, 2019 and I made a formal public records request for the Executive Session minutes regarding 3 Kendrick Avenue in Wellfleet, MA, a controversial property the Town has expressed an interest in buying. Our RAO/Town Clerk never responded.

On July 24, 2019 Town Administrator Dan Hoort wrote: "The Selectboard did not approve the release of minutes relating to the discussion of 3 Kendrick Avenue because that matter is still an ongoing deliberation. Once the Board believes 3 Kendrick Avenue has been settled and no further deliberation or possible action will occur regarding the property those minutes will be released. The Town now considers your public records request for those minutes to be closed and will have no further comment."

I would like to know why the Town is still considering purchasing 3 Kendrick Avenue? Who is doing the negotiating and how does the owners' simultaneous Use of Town Property negotiations with the Town affect negotiations involving the purchase of 3 Kendrick Avenue.

These negotiations started just after Special Town Meeting in September 2018 and it's been far to long with no information shared about this important issue and seemingly no progress no explanation as to why it is still ongoing.

What action do you want the public body to take in response to your complaint?

Note: This text field has a maximum of 500 characters.

To release the minutes and all supporting Public Documents immediately and stop any discussions about Use of Town Property until the Public knows what else has been negotiated with the owners who are trying to influence public policy through outrageous demands nobody will agree to if allowed public input.

Review, sign, and submit your complaint

I. Disclosure of Your Complaint.

Public Record. Under most circumstances, your complaint, and any documents submitted with your complaint, is considered a public record and will be available to any member of the public upon request.

Publication to Website. As part of the Open Data Initiative, the AGO will publish to its website certain information regarding your complaint, including your name and the name of the public body. The AGO will not publish your contact information.

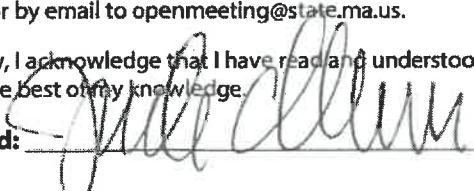
II. Consulting With a Private Attorney.

The AGO cannot give you legal advice and is not able to be your private attorney, but represents the public interest. If you have any questions concerning your individual legal rights or responsibilities you should contact a private attorney.

III. Submit Your Complaint to the Public Body.

The complaint must be filed first with the public body. If you have any questions, please contact the Division of Open Government by calling (617) 963-2540 or by email to openmeeting@state.ma.us.

By signing below, I acknowledge that I have read and understood the provisions above and certify that the information I have provided is true and correct to the best of my knowledge.

Signed: 

Date: 

For Use By Public Body
Date Received by Public Body:

For Use By AGO
Date Received by AGO:



BOARD OF SELECTMEN

AGENDA ACTION REQUEST
Meeting Date:

V

BUSINESS – I

| | |
|-------------------------|--|
| REQUESTED BY: | Wilson |
| DESIRED ACTION: | Support for ZBA decision on Old Kings Highway special permit for Habitat for Humanity |
| PROPOSED MOTION: | I move to support the ZBA's decision to grant a Comprehensive Permit under Chapter 40B to Habitat for Humanity to build four affordable housing units at the property on Old Kings Highway. |
| ACTION TAKEN: | Moved By: _____ Seconded By: _____ Condition(s): |
| VOTED: | Yea _____ Nay _____ Abstain _____ |

Courtney Butler

From: Sharon Inger <ingers@comcast.net>
Sent: Friday, August 9, 2019 11:11 AM
To: Board of Selectmen; Kathleen Bacon (personal); Justina Carlson (personal); Janet Reinhart (personal); Helen M. Wilson (personal)
Subject: Appeal of the Habitat for Humanity Comprehensive Permit for Old King's Highway

August 9, 2019

To: Wellfleet Select Board

From: Sharon Inger, Chair – Zoning Board of Appeals

As you know, the Wellfleet Zoning Board recently granted a Comprehensive Permit under 40B to Habitat for Humanity to build four badly needed affordable housing units on a lot along Old Kings Highway. The abutters have recently appealed this decision to Superior Court.

The ZBA respectfully urges the Select Board to fully support the Comprehensive Permit. This requires authorizing Town Counsel to give a full-throated and aggressive opposition to the appeal taken by abutters. We know that authorizing Town Counsel to actively and aggressively oppose the appeal and support the permit will be costly, but any meaningful support for affordable housing will necessarily cost money. We do not believe that it will be enough to merely authorize Town Counsel to appear and monitor the appeal, thereby leaving it to the not-for-profit organization, Habitat for Humanity, to fight a group of well financed abutters.

This is the third time that a permit has been granted to build affordable housing at the site – once previously by the ZBA pursuant to 40B and once by the Planning Board pursuant to WZBL 6.28. Likewise, this is the third time the abutters have appealed the affordable housing in their neighborhood. They have a right to appeal, but we believe that the Town badly needs the affordable housing and should have its counsel actively oppose the appeal. As you know, Wellfleet ranks last on the Cape in its stock of affordable housing with only 2 percent of its housing stock classified as affordable.

The Zoning Board took great care with this case. Habitat made a number of changes to the proposal to accommodate neighbors' concerns, and the Zoning Board gave the neighbors every opportunity to be heard. Additionally, Town Counsel attended and participated in all the hearings for this comprehensive permit, thoughtfully guided the ZBA through the process, and prepared the comprehensive permit which is now on appeal. Therefore, we believe Town Counsel will be especially able to effectively support the issuance of the comprehensive permit on the appeal. We urge you to authorize the expenditure required to have Town Counsel actively participate in the defense of the Comprehensive Permit.

Thank you for your consideration.

Sharon Inger

Wellfleet Housing Authority
Wellfleet Local Housing Partnership
300 Main Street
Wellfleet, MA

August 21, 2019

To the Wellfleet Selectboard,

We are writing in support of the ZBA's request to have Town Counsel represent and vigorously defend the Town and the ZBA in the appeal of the 40B permit issued to Habitat for Humanity of Cape Cod to build four affordable homes on Old Kings Highway.

We know the Selectboard appreciates how desperately we need decent, affordable Community and Workforce Housing in Wellfleet. Homes at a reasonable price that will help attract and keep young families in our School and in our Town. That's exactly what these four homes represent.



This is the third time a permit has been issued to Habitat to develop this property and it's the third time the neighbors have appealed. We believe most strongly that the Selectboard must defend the Town's right to issue a 40B permit and to meet the obligation to help create decent affordable places to live for its residents.

From what we observed and understand about the process, the ZBA, working closely with Town Counsel, followed the necessary procedures and met the requirements for a 40B permit. The ZBA certainly allowed all the neighbors to have ample input as well as trying to address their concerns. Surely, we should not leave it solely to the local Habitat, a non-profit, to shoulder the responsibility for defending our rights.

As the ZBA has requested, the Board of Selectmen should direct Town Counsel to aggressively represent and defend the Town's rights in opposing this appeal.

Thank you.

Members of the Wellfleet Housing Authority



(Sarah Pechukas)

Members of the Wellfleet Local Housing Partnership





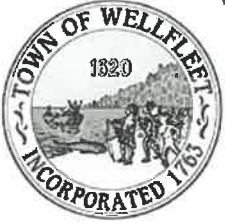
BOARD OF SELECTMEN

AGENDA ACTION REQUEST
Meeting Date:

V

BUSINESS – J

| | |
|-------------------------|--|
| REQUESTED BY: | Wilson |
| DESIRED ACTION: | Selectboard input on Comcast License Agreement negotiations |
| PROPOSED MOTION: | |
| ACTION TAKEN: | Moved By: _____ Seconded By: _____ Condition(s): |
| VOTED: | Yea _____ Nay _____ Abstain _____ |



BOARD OF SELECTMEN

AGENDA ACTION REQUEST

Meeting Date:

VI

SELECTBOARD REPORTS



BOARD OF SELECTMEN

AGENDA ACTION REQUEST

Meeting Date:

VII

TOWN ADMINISTRATOR'S REPORT

This report is for the period July 20, 2019 through August 23, 2019.

1. General

- Continue educating residents on FY 2020 Affordable Housing Tax exemption

2. Fiscal Matters

- Started FY 2021 CIP process
- Started FY 2021 Budget process
- Hired outside CPA firm to assist until we have Town Accountant

3. Meetings

- July 23 – Conference call re new accounting software
- July 23 - Selectboard meeting
- July 26 – Town Accountant interview
- July 29 – One Cape
- July 30 – One Cape
- August 2 – Town Accountant interview
- August 5 – COMCAST license renewal meeting
- August 5 – 7 – Auditors in town hall
- August 6 – Meeting regarding Energy Committee grants
- August 6 – Meeting with Friends of Herring River
- August 12 – Meeting regarding COMCAST on Lt. Island
- August 13 – Meeting with FinCom Chair
- August 13 – Cable Advisory Committee meeting
- August 19 – Herring River update meeting with Seashore Superintendent
- August 20 - Public Hearing regarding COMCAST renewal
-

4. Complaints.

- Complaint from visitor because they were told they can't park on the side of the road.
- Complaint regarding shellfish activity at Chipman's Cove Town Landing and its effect on the beach. Referred to Conservation Commission.
- Open Meeting Law complaint from Jude Ahern

5. Personnel Matters:

- Open position: Town Accountant



BOARD OF SELECTMEN

AGENDA ACTION REQUEST
Meeting Date:

IX

CORRESPONDENCE AND VACANCY REPORT

Board of Health (5 Members)

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

Requesting Appointment: No applications on file

Building and Needs Assessment Committee (5 Members)

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

Requesting Appointment: No applications on file

Bylaw Committee (3 Members)

| | | |
|------------------|----------------------|----------------|
| Vacant Positions | Appointing Authority | Length of Term |
| 1 Position | Moderator | 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

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

Conservation Commission (7 Members)

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

Requesting Appointment: No applications on file

Council on Aging (11 Members)

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

Requesting Appointment: No applications on file

Cultural Council (no more than 15 Members)

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

Requesting Appointment: No applications on file

Finance Committee (9 members, 2 alternate)

| | | |
|-----------------------|----------------------|----------------|
| Vacant Positions | Appointing Authority | Length of Term |
| 1 Position | Town Moderator | 3 years |
| 2 Alternate Positions | | 3 years |

Requesting Appointment: No applications on file



BOARD OF SELECTMEN

AGENDA ACTION REQUEST

Meeting Date:

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 |
| 1 Position | Board of Selectmen | 3 years |

Requesting Appointment: No applications on file

Planning Board (7 members)

| | | |
|------------------|----------------------|--------------------------|
| Vacant Positions | Appointing Authority | Length of Term |
| 1 Position | Board of Selectmen | 2 years to complete term |

Requesting Appointment: No applications on file

Recycling Committee (7 members)

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

Requesting Appointment: No applications on file

Shellfish Advisory Board (7 members + 2 Alternates)

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

Requesting Appointment: No applications on file

Zoning Board of Appeals (5 members + 4 Alternates)

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

Requesting Appointment: No applications on file



BOARD OF SELECTMEN

AGENDA ACTION REQUEST
Meeting Date:

X/XI

MINUTES

| | |
|-------------------------|--|
| REQUESTED BY: | Executive Assistant |
| DESIRED ACTION: | Approval of meeting minutes |
| PROPOSED MOTION: | I move to approve the minutes of the July 17, 2019 work meeting and the July 23, 2019 regular meeting as amended. |
| ACTION TAKEN: | Moved By: _____ Seconded By: _____ Condition(s): |
| VOTED: | Yea _____ Nay _____ Abstain _____ |

ADJOURNMENT

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

DRAFT
Amendments in red

Work Meeting
Wellfleet Selectboard Meeting
Wednesday, July 17, 2019, at 1 pm
Wellfleet Town Hall, 300 Main Street, Wellfleet MA 02667

Selectboard Members Present: Chair Janet Reinhart, Michael DeVasto, Helen Miranda Wilson, Kathleen Bacon, and Justina Carlson

Also Present: Dan Hoort, Town Administrator; Courtney Butler, Executive Assistant to the Town Administrator; and Police Lt., Michael Hurley

Reinhart moved to open the meeting at 1:00 pm. As this is a work meeting, the Board will not hear from the public until the end, at the Chair's discretion.

Discussion of Selectboard's Policy on Marijuana Establishments

Reinhart said the purpose of this discussion is to establish criteria for obtaining a Host Community Agreement (HCA). Hoort and Wilson provided the Board with their own drafts.

Wilson clarified the Selectboard's Policy on Policies, saying the Board is in between steps one and two. Wilson said she thought the Board would be signing off on a draft document today. Hoort said he would like to hear what the Board would like the policy to look like and then he will work with Town Counsel to formulate it.

Reinhart read Hoort's suggestions aloud. These included local preference, year-round business, **for at least 10 months of the year**, preference, location, impact on character of Wellfleet, economic vitality, and hours of operation.

The Board agreed they would like to have a section that allows local preference for owners/operators of establishments. The Board discussed preferring businesses that will be open year-round. DeVasto expressed concerns for businesses that operate seasonally, saying he would like it to be a requirement. The remaining Board members agreed with DeVasto.

Reinhart said she felt all the applications that have come before them are on properties that are underutilized and would like to see more of that. She said she would not like to see establishments in places that are problematic or causes traffic. Bacon said she would like to include language that defers to the Zoning Board of Appeals (ZBA) to handle site plans and permitting. **Wilson said that this was already under the ZBA's jurisdiction.** There was further discussion.

Janet Morrisey, ZBA member, noted that there is only a by-law for medical marijuana, not recreational, establishments. DeVasto said he would like to leave language in the policy that allows the Board discretion when deciding who to grant an HCA to. Bacon said she would like to confer with KP Law before putting language in the policy that could open the door for a lawsuit

DRAFT
Amendments in red

in the future. Wilson said she was not in favor of telling businesses which location they can and cannot use. Reinhart said the Board would not direct a business where they can operate but could make recommendations. Carlson suggested letting the ZBA and Department Heads provide feedback on the policy once it has gone to them for review. Bacon and Wilson were against including this type of criteria.

Reinhart said the impact on the character of Wellfleet would be up to the ZBA. Reinhart said the Board has discussed economic vitality with every applicant that has appeared before them thus far – asking about jobs, construction, etc. Bacon said that, as far as economic vitality goes, the Board has established they would be collecting a 3% tax as well. Reinhart said the hours of operation would be set by the ZBA also.

Wilson began reading her suggestions for the policy's criteria:

The Selectboard shall consider the following criteria prior to entering into a Community Host Agreement:

- *Whether all necessary material, including the Host agreement document, has been submitted with the request to enter into a Host Community Agreement by noon on the Thursday before the Selectboard will act on it at a scheduled meeting;*
- *Whether the business will operate seasonally or year around, with preference being given to those that are committed to being open year around;*
- *Whether the business will offer medical marijuana and/or adult use “recreational marijuana”;*
- *The location of the establishment;*
- *The number of Host Community Agreements the Selectboard has already signed, as allowed by the Town Meeting vote;*
- *The number of other such establishments already in existence in the Town or/and in the surrounding area;*
- *Whether the business will be owned and managed by residents of the area, with preference for local owners and managers.*

Wilson asked Hoort to include reference to the Town Meeting vote on this in the policy. Reinhart asked the Board how many HCAs they would like to see – Bacon said 3, Carlson said 3, DeVasto said more than 3, and Wilson said she would not like to put a limit. Carlson said she felt having a limit would give the policy more teeth. Reinhart asked the Board who would like to have a number in the policy and who wouldn't. Everyone except Wilson wanted a number. There was further discussion.

Hoort said the Board could set a limit and also say that each year they will review that policy. Reinhart suggested choosing to limit to 5 establishments right now, with an annual renewal of their application.

DRAFT
Amendments in red

There was further discussion.

The Board asked Hoort to go forward in discussions with KP Law.

DeVasto reiterated that getting a HCA does not guarantee that an establishment will open, as not all businesses with HCAs will be permitted through the state.

Audience member John Morrisey asked if the public could comment later down the road at a regular meeting. Reinhart said yes. **Wilson disagreed and said the Board could express opinions to other committees but cannot direct them.**

Audience member Bob Costa said it's the Board's discretion to direct the other committees and boards who may decide in this matter.

Reinhart asked the audience to send comments via email to the Board, so the Board can review them before their next meeting.

Discussion of Use of Town Property Policy Revision

Reinhart said the Board discussed at a previous meeting having a standard form for people who use Town property seasonally or daily, that includes a map of the parcel, and provides language for an agreement between the two parties. This agreement would be annual and include management, clean-up commitments and other terms of use.

Wilson said there is a Use of Town Property policy already, but not all members of the Board had it in front of them.

Reinhart moved to postpone this discussion.
Wilson seconded, and the motion carried 5-0.

Discussion of Transparency and Trust

Wilson said almost never has she experienced anybody trying to obscure the public process or manipulate it for negative, corrupt, or controlling reasons. She said it is important to consider thinking about who needs to know about things and communicating with them in an ongoing way.

Carlson mentioned the community's concern with the Board's transparency and interest of public trust. DeVasto said he thought the Board has been transparent and have not done anything intentional to hide things.

Audience member Moe Barocas said the concern of trust is not around the Open Meeting Law, it is about the HDYLTA purchase and how it was handled. Wilson recused herself at the mention of the

DRAFT
Amendments in red

HDYLTA purchase and left the room. He said there are still questioned about what is being purchased and answers have not been provided. There was further discussion.

Audience member Roland Blair asked why complaints and concerns were not addressed with each individual. Reinhart said that she has told the public to contact her if there is an issue on numerous occasions. Reinhart reiterated that she is always open to discuss matters with, and so is Mr. Hoort. Wilson returned to the meeting.

DeVasto said that his experience on the Board so far has been one of trust and transparency. He said the Board wants to be transparent and trusted by the community, and he hopes the Board gives that impression to the community.

Adjournment

Wilson moved to adjourn.

DeVasto seconded, and the meeting adjourned at **3:02 pm**.

Respectfully submitted,

Courtney Butler,
Executive Assistant to the Town Administrator

DRAFT
Amendments in red

Wellfleet Selectboard Meeting
Tuesday, July 23, 2019 at 7pm
Wellfleet Senior Center

Selectboard Members Present: Chair Janet Reinhart; Helen Miranda Wilson; Justina Carlson; Michael DeVasto

Regrets: Kathleen Bacon (absent due to work)

Also Present: Town Administrator Dan Hoort; Executive Assistant Courtney Butler; Shellfish Constable Nancy Civetta

Chair Reinhart called the meeting to order at 7:00 p.m.

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.

- Wilson announced vacancies on the Board of Health (1), the Conservation Commission (2), and the Cape Cod Commission (1). Those interested in the Cape Cod Commission, or any of these vacancies, may contact the Selectboard via the Town website or Wilson at 508-349-3746.
- Butler asked the public, that if they receive any emails from Town staff that ask them to download a shared document and seems suspicious, to please them mark as spam and delete. Additionally, if any Town staff think they may have been compromised, please change your Microsoft password immediately and contact IT.

PUBLIC HEARINGS

To Amend Section 1, Definitions, Resident and Section 6.4.7 South Lieutenant Island

Civetta presented these requests, saying that The Shellfish Advisory Board recently reviewed and recommended changes to two sections of our regulations:

1. Definition of "Resident" to include a one-year domicile requirement. **The text would then read:** *A declared resident of the Town of Wellfleet. Written proof that Wellfleet is the domicile as well as the legal residence of the applicant shall be required to the satisfaction of the Shellfish Constable and Board of Selectmen. Domicile will be established after one year of residency in Wellfleet is demonstrated. Proof of legal residence may include voter registration, automobile registration, driver's license, income tax filings, census data, or passport.*

Wilson gave some history of the SAB's drafting of this regulation and mentioned a query from Town Counsel about evidence of domicile.

Civetta said this suggestion came to her from fishermen. Reinhart asked if the Town wanted more than 1 proof of residency. Civetta said yes, she asks the Town staff for confirmation via voter registration, excise tax, property assessments, etc.

Audience member Bob Costa asked why it was only a 1-year residency, not longer. Civetta said this was what most other coastal communities do. Costa said the investment of a year's residency to get a shellfish permit is minimal and should be more. Wilson said she understood Costa's thought, **but**

DRAFT
Amendments in red

this is what can happen when someone's residency is in question, in terms of verification. DeVasto said this was the standard for college admissions and other standard applications for services, and if one is committed to living here, they should be permitted to work here too. Carlson asked Costa if he was considering the need to support the younger people in Town, through supporting the industry and affordable housing; Costa nodded "yes" in reply. Carlson said these fall under the type of community we are trying to be.

1. Lieutenant Island South closure from June 1 to Sept. 30 to only apply to the harvest of oysters, so that clams may continue to be harvested. 6.4.7 South Lieutenant Island South Lieutenant Island will be closed for the taking of oysters shellfish from June 1st through September 30th.

Civetta said this suggestion also came to her from quahog fishermen. She said there are a lot of pools in the area where clams live there and asked if there was any issue with them going there. Civetta said she may need to have separated, north and south patrols at all times to accommodate this change. Wilson said **the previous constable had not felt it was possible during the summer**, she had spoken with Civetta about this; Civetta said it will be a lot of work, but her staff can do it.

- Wilson moved to amend Section 1, Definitions of Resident and Section 6.4.7 South Lieutenant Island in the current Shellfish Regulations as proposed by the Shellfish Constable.
- Carlson seconded, and the motion carried 3-0, with DeVasto recused.

Application received from Indian Neck Sea Farms to renew shellfish grant licenses #85-D, 85D-A and 85-D-AB for a ten-year period

Todd Mindrebo, the grant holder, **who also owns the property**, pointed out that the grant is for Indian Neck Sea Farms, Inc. Mindrebo said he has farmed these acres for 30 years, land that he is now selling to the Town in the HDYLTA Trust purchase. He had no further comments.

Civetta said this was a very productive farm and recommended the renewal.

- Wilson moved to renew shellfish grant licenses #85-D, #85D-A, and #85-D-AB to Indian Neck Sea Farms, Inc. for a ten-year period, per recommendation of the Shellfish Constable.
- Carlson seconded, and the motion carried 3-0, with DeVasto recused.

APPOINTMENTS/REAPPOINTMENTS

Wellfleet Representative to the Cape Cod Water Protection Collaborative – Justina Carlson

Wilson noted she was incorrect, at an early meeting, when she said the Board could not appoint Carlson; this is not a committee under the Board's supervision, so they may appoint Carlson.

- Wilson moved to appoint Justina Carlson as the Wellfleet Representative to the Cape Cod Water Protection Collaborative.
- DeVasto seconded, and the motion carried 3-0, with Carlson recused.

Wellfleet Representative to Cape Cod Municipal Health Group – Treasurer Miriam Spencer

DRAFT
Amendments in red

Spencer was not present. Hoort said this group is run by Outer Cape Health and the Treasurer is usually the representative. With Rosemary's retirement in January, this will allow Spencer to serve in her place.

- Carlson moved to appoint Miriam Spencer as the Wellfleet Representative to the Cape Cod Municipal Health Group.
- Wilson seconded, and the motion carried 4-0.

USE OF TOWN PROPERTY

Newcomb Hollow Beach – Gary Evangelista

This application was withdrawn by the applicant. No action taken.

BUSINESS

Shellfish Industry Letter of Support

Reinhart said this was a letter from the Board to object to the legislation, proposed by House Bill H746. Wilson said the Wellfleet Shellfishermen's Association already wrote a letter about this and hoped the Shellfish Advisory Board would too, with similar language. Wilson said she received help from Senator Cyr's office in preparing the letter.

DeVasto said this bill was proposed by the Massachusetts Aquaculture Association (MAA) and would allow grant-holders the legal right to sell their licenses on the open market to the highest bidder, putting the licensing authority (the Board) in a prickly situation.

The draft Selectboard letter opposes the changing of "may" to "shall" in H746: An Act relative to shellfish aquaculture licenses, GL Chapter 130, §57 and 58. This change would allow anyone to sell their license at anytime to any party.

Carlson said a relatively small, nongovernmental group, the MAA that was lobbying to change the law, is attempting to reduce the authority of a town's Home Rule Charter affect with the Towns and commodify public land.

Wilson said she also spoke with Chris Schillaci, from the MA Division of Marine Fisheries **while drafting the letter**. She said there if are towns who **want to allow the ownership of licenses**, support this legislation change and they can do so legally **under the existing law**. She said she does not see the need to change the legislation for the whole state.

- Wilson moved to approve a Letter of Support with regard to H746: An Act relative to shellfish aquaculture licenses, to send it to the legislation and House Committee and to other towns, and to authorize the Board to sign it.
- Carlson seconded, and the motion carried 4-0.

HDYLTA Trust Update

Wilson, DeVasto, and Carlson recused themselves and left the room. With Bacon absent, only the Chair was present in the room. There was no quorum. Hoort said a purchase-and-sale agreement was signed and everything is progressing as hoped. He said a surveyor was hired, along with an

DRAFT
Amendments in red

appraiser. Both are expected to be done by Labor Day. Civetta said she saw Coastal Engineering doing work on Monday.

Audience member Sheila Lyons asked if, since the purchase-and-sale agreement was signed, the transaction was complete. Hoort said the only remaining contingency is the survey, which is being completed. At that point, there will be no

Costa asked if the matter could ever be discussed publicly. Hoort said that Carlson is not legally required to recuse herself, but she chose to this evening; when Carlson, Bacon, and Reinhart are in the room, there is quorum.

Lyons continued to ask questions regarding the process.

Audience member Moe Barocas said he thought the audience should get a more detailed update about the sequence of events. He said he was not happy with the lack of transparency. He asked the Board to form a task force of people that the Board can meet with in private and give them to ask questions regarding the sequence of events. Barocas said the town is losing confidence in the Board. He asked for this to be on the next agenda.

Wilson, Carlson, and DeVasto returned to the table.

Social Media Policy for Committees and Staff

Carlson said she was inspired at the MMA conference, and how other towns use visual social media to help communicate what is going on and increase transparency. She is suggesting the Town embarks on a process for how the Town can use social media.

Reinhart said this sounds good. Carlson said she will continue to do work on it.

Butler said she has discussed this with Carlson and thinks it is a good idea. She said that this is a more digital, instant age and the website can only do so much. She provided that her background with the National Park Service, taught her how to appropriately manage such government-run accounts.

The Board agreed it was a good idea to move forward with this idea.

Request from the Wellfleet Arbor Committee to Accept and Plant a Tree on Town Hall Lawn

Wilson said the Arbor Committee had previously presented a whole plan to redesign Town Hall Lawn. She said this plan was pulled and residents asked to keep the spruce trees, which were kept. Wilson said the Maple tree, which had to come down, provided essential shade and the lawn is now lacking shade.

Shelley Robinson, a part-time resident, said she was sad to see the Maple tree gone from the front of Town Hall. Robinson had donated an American Elm to another community. Robinson provided the Board with information from the Elm Institute, from which she is looking to order the tree from.

DRAFT
Amendments in red

Tim Callis, from the Wellfleet Arbor Committee (WAC), presented the request. Callis said he put a stake in the ground, with permission from the DPW Director, to mark the suggested location of the Elm; it is 10 feet from the fire hydrant and 9 from the curb of the east side driveway.

Robinson said she has experience with the Elm Institute, which is in Keene, New Hampshire. She said she worked with them to plant an Elm in Sleepy Hollow, NY in 2009. Reinhart said there have been a number of trees lost in Wellfleet. She said trees are good, providing oxygen and shade, and that she is in favor of this.

Carlson asked about Dutch Elm Disease. Robinson said the purpose of the Institute is to grow the trees to be resistant to Dutch Elm Disease. Carlson asked how tall it can get and if it would conflict with the spruces. Callis said the elm will get to about 60 feet tall, with a spread of 35 feet. Carlson asked about the roots affecting the driveway or buckling the sidewalk. Callis said the driveway has always been buckled, and this can happen. He said that, with the tree being 10 feet from the sidewalk, it should not cause in an issue, but that perhaps in 100 years it could be a problem.

Wilson thanked Robinson for the offer of her donation, saying it is a legacy. Wilson asked who would water the tree. Callis said the Arbor Committee will water the tree, but that the DPW also waters plants. Wilson asked what the cost for planting the tree was; Callis said he had not done that assessment yet. Wilson asked if the shipping cost was included; Robinson said she is looking into potentially splitting the cost of shipping with a Truro resident who is also buying a tree.

Callis said that, now that he has the Board's support, he will work to get more information. Robinson said the Institute has only 12, 20-foot trees left, and she would like to order it for planting in September.

DeVasto said he was in favor of this and enjoys elm trees. He said the vision for the entire Town Hall lawn needs to be addressed at some point.

Carlson thanked Robinson and Callis for their efforts but felt the issue with the Spruces hit a nerve with townspeople. She said the design of the Town Hall lawn is something that should be left up to the voters, or another acceptable form of outreach.

Costa thanked Robinson for her offer. He suggested the Board do research on American elms and questioned whether they will grow so big that they will shade the spruces. He also said their roots can cause the buckling in the sidewalk.

Robinson, with a smile, said the best time to plant a tree, was 20 years ago.

- Wilson moved to approve the request of the Arbor Committee to accept and plant the donation of an American liberty elm tree from Shelley Robinson on the Town Hall Lawn in an appropriate spot.
- Reinhart seconded, and the motion carried 3-1, with Carlson opposed.

SELECTBOARD REPORTS

DRAFT
Amendments in red

- Wilson said there was a very productive meeting with officials from the DEP, the Cape Cod Commission, and the Association to Preserve Cape Cod about the 208 Plan. The video recording is on the Town website.

TOWN ADMINISTRATOR'S REPORT

This report is for the period July 6, 2019 through July 19, 2019.

1. General
 - Searching for Town Accountant
 - Continue educating residents on the FY 2020 Affordable Housing Tax exemption
2. Fiscal Matters
 - Started FY 2021 CIP Process
 - Hired outside CPA firm to assist us until we have a Town Accountant
3. Meetings
 - July 8 – Assistant Town Administrator interviews
 - July 9 – Selectboard meeting
 - July 10 – Discussion of direction of Mayo Creek Restoration
 - July 11 – Finance Committee meeting
 - July 15 – Housing Task Force meeting
 - July 16 – Meet with CPA firm to help us manage until we have new Town Accountant
 - July 16 – Wastewater meeting
4. Complaints.
 - None
5. Personnel Matters:
 - Open position: Assistant Town Administrator (interviews in progress)
 - Open position: Town Accountant (interviews scheduled)

TOPICS FOR FUTURE DISCUSSION

- DeVasto asked to discuss Town Hall Lawn maintenance.
- Reinhart asked to have another the HDYLTA Trust Purchase update.
- Butler asked to discuss the compilation of the packet – condensing it and conserving paper.

CORRESPONDENCE AND VACANCY REPORT

MINUTES

July 9, 2019

- Wilson moved to approve the minutes of the July 9, 2019 meeting as amended.
- DeVasto seconded, and the motion carried 4-0.

ADJOURNMENT

Bacon moved to adjourn.

Wilson seconded, and the meeting adjourned at 8:25 pm.

DRAFT
Amendments in red

Respectfully submitted,

Courtney Butler,
Secretary

Public Records Material as of 7/19/19

1. Public Hearing Papers - To amend section 1, Definitions, Resident and section 6.4.7 South Lieutenant Island; and Application received from Indian Neck Sea Farms to renew shellfish grant licenses #85-D, 85D-A and 85-D-AB for a ten-year period
2. Use of Town Property Applications from Gary Evangelista
3. Shellfish Letter Industry Letter of Support
4. Request from Arbor Committee to Accept and Plant a Tree on Town Hall Lawn
5. Town Administrator's Report
6. Correspondence and Vacancy Report
7. Letter from Carole Ridley re: Response to Comments made at June 25, 2019 Meeting, re: Herring River MOU
8. Draft minutes for July 9, 2019

