



## Wellfleet Selectboard

**Note: Start Time of 7pm**

The Wellfleet Selectboard will hold a public meeting on **Tuesday, September 24, 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. Change to Shellfish Regulations 7.19.5. Overwintering of Equipment on Grants [Continued from 08/27/19 BOS meeting]
- B. Review and approve new Section 8 Commercial Shellfishing: Dragging and Dredging regulations

**III. Presentation by Nauset Superintendent Tom Conrad on Building Project**

**IV. Board/Committee Appointments and Updates**

- A. Open Space Committee – Margaret Sagan
- B. Discuss, deliberate and take appropriate action to respond to letter from the Planning Board

**V. Business**

- A. Approve renewal of license agreement with Thomas J. Siggia and Cathy G. Siggia [TA]
- B. Marijuana Cultivation-Host Community Agreement - Patrick Kemple & Ennie MacDonald
- C. Review of Bookstore & Restaurant hour extension
- D. Dredging Update [TA]
- E. Finalize FY 2020 goals
- F. Approve FY 2021 Budget Policy [TA]
- G. Approve FY 2021 Annual Budget & 2020 Annual Town Meeting schedule [TA]
- H. Consent for Town Administrator to be involved in business activity related to a business he has owned since 2005 [TA]
- I. A resolution in support of a Future Act [Chair]

**VI. Selectboard Reports**

**VII. Town Administrator's Report**

**VIII. Topics for Future Discussion**

**IX. Vacancy Report**

**X. Minutes**

- A. September 10, 2019

**XI. Adjournment**





## BOARD OF SELECTMEN

AGENDA ACTION REQUEST  
Meeting Date: September 24, 2019

# II

### PUBLIC HEARINGS – A

<b>REQUESTED BY:</b>	<b>Principal Clerk</b>
<b>DESIRED ACTION:</b>	<b>Change to Shellfish Regulations 7.19.5 Overwintering of Equipment on Grants</b>
<b>PROPOSED MOTION:</b>	<b>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.</b>
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____

Bacon's comments from the 8/27/19 meeting: "She said this is a big regulation change and she is 100% in agreement with the Harbormaster and the Marina Advisory Committee on this. Bacon said she considers herself an environmentalist who has lived here all her life and is watching what this crap (equipment) is doing in our harbor and our waterways or what it is doing to the marine life. Bacon said she was very interested in seeing what the sonar study puts upon the bulkhead up at the pier and she thinks that everyone would be shocked at how much abandoned equipment is out on the water. She said she will not support leaving any kind of equipment out in the harbor or our waterways over the winter months where the Town gets ice. She said she will not support a regulation that does not state that – anybody that is a shellfishermen in Wellfleet – that every piece of equipment, every bag, every piece of rebar, every zip tie, has to have a name tag on it, she wants to know who it belongs to. She said this stuff is killing us – it is killing the marine life, it's killing our water quality. She said the shellfish industry has gone from picking in the wild, when she was growing up here, to an industry that is \$6.5 million dollars a year – let's get responsible. She asked the shellfish community to be responsible and respectful to the environment and the industry."





# Wellfleet Shellfish Department



300 Main Street, Wellfleet, Massachusetts 02667

## MEMORANDUM

DATE: September 20, 2019

TO: Town of Wellfleet Selectboard Members

RE: Revised proposed changes to Wellfleet Shellfishing Policy and Regulations re:  
overwintering

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Dear Selectboard Members:

The Shellfish Advisory Board again voted to leave the current regulations basically the same with the addition of removing all condos and the slight revision of pushing racks to within 4-6" from the bottom. The Wellfleet Shellfish Department still thinks these changes don't go far enough. We believe that we need to reduce the amount of racks that are left out through the winter and accurately understand exactly what gear is left out and what gets damaged or lost by winter weather.

That said, we feel that it is of paramount importance to allow for a year-round oyster industry because 1) the Wellfleet brand name can not afford to lose market share in an increasingly competitive environment, and 2) the shellfishing industry has always provided a way to make year-round income for our residents and that needs to continue. Leaving gear out with harvestable oysters allows farmers to take advantage of winter demand when less oysters are available, and this income is crucial to making a year-round living here.

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, 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.

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. 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 a fleet of boats operating in the harbor, dozens of commercial shellfishermen spread out in the intertidal areas from Duck Creek to Lt. Island, as well as recreational harvesters who can fish from Chipman's Cove south to Lt.

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Island. Accurate grant oversight is a necessity; therefore, we will require more manpower starting with our FY2021 budget, 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).

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 grants. The definition of a grant for this purpose shall be any combination of grants and/or extensions that share boundaries and are farmed together under the same license and same licensee(s). For example, two one-acre grants which share boundaries and are licensed to the same individual(s) would count as one grant. 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 (CCS) 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 would want to leave out more than 100 racks should contribute money for each additional rack they leave out to fund that potential future deep-water clean-up effort. We suggest perhaps \$5 a rack to go into a special clean up fund. Currently, the CCS has a grant to retrieve ghost fishing gear and has liaised with the Shellfish Dept. and will very likely do a sonar survey to determine the extent of aquaculture gear that will need to be grappled up and removed.

I would ask you to discuss these proposals in full at the hearing on September 24, 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. All gear must have shellstock on it. As soon as shellstock is sold and gear becomes empty, the gear must come off. No more than 100 racks will be allowed to be overwintered per grant, unless a fee of \$5 is paid for each additional rack. The definition of a grant for this purpose shall be any combination of grants and/or extensions that share boundaries and are farmed together under the same license and same licensee(s). For example, two one-acre grants which share boundaries and are licensed to the same individual(s) will count as one grant. 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 tag all of this gear and 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. **All equipment left out must contain live oysters. Once oysters have been sold and gear remains empty, I will bring it in and let the Shellfish Dept. know.**
3. **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.**
4. **I will pump all such racks must be pumped down to within 8" of be flush with the bottom.**
5. **I will only leave out 100 or less racks per grant as defined in section 7.19.5, and I agree to pay a contingency fee of \$5 per each additional rack over 100 to go towards any gear clean up that the Town may need to undertake in the future.**
6. **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.**
7. **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: \_\_\_\_\_**
8. **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.**
9. **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.**
10. **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.**
11. **I understand that I am solely liable for any damage my equipment may cause to other aquaculturists or the public.**



12. **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 racks over 100 to be overwintered:**

**XX racks times \$5/each = \$XX Fee due to the Town of Wellfleet**

**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:



## Courtney Butler

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**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](mailto:nancy.civetta@wellfleet-ma.gov)  
300 Main St.  
Wellfleet, MA 02667  
Check for news and updates on [Facebook](#).





# TOWN OF WELLFLEET

300 MAIN STREET WELLFLEET MASSACHUSETTS 02667  
Tel (508) 349-0300 Fax (508) 349-0305  
[www.wellfleet-ma.gov](http://www.wellfleet-ma.gov)

To: Wellfleet Selectboard

September 18, 2019

Cc: Daniel Hoort –Town Administrator  
Hillary Greenberg Lemos – Health & Conservation Agent  
Mike Flanagan - Harbormaster  
Joseph Aberdale , Chair - Marina Advisory Committee

From: The Wellfleet Shellfish Advisory Board

Re: Over-wintering gear in Wellfleet Harbor

To whom it may concern:

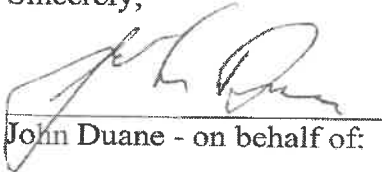
The Wellfleet Shellfish Advisory Board at its September 17, 2019 meeting voted to recommend the following change regarding over-wintering gear in Wellfleet Harbor. The board voted 6-1 in favor of requiring any racks left in harbor waters during winter months to be pumped to within 4 to 6 inches off the bottom, prior to ice out as agreed to in the signed over-wintering agreement.

Our board was also asked to comment on two other over-wintering recommendations:

- 1) Limiting the total number of racks allowed during winter months to 100 per lease.
- 2) Charging a fee to those licensees who choose to over-winter gear, to be placed in a town fund and used to help recover the significant cost incurred by the town for removal of any gear that becomes lost.

Our board voted unanimously against either of these two recommendations, and chose instead to encourage the Shellfish Department to enforce those regulations currently in place. This decision can be revisited in 12 months should lost gear become a continuing serious issue in the harbor. After much discussion, it was further decided that those who have successfully left racks in the harbor during the winter in years past should be allowed to continue doing so, provided their gear is within 4 to 6 inches off the bottom as per the signed over-wintering agreement. Much discussion took place regarding 4 to 6 inches versus pumping racks flush to the bottom, and it was ultimately decided that pumping racks flush to the bottom can prove problematic due to the variable bottom contours of some licensed areas. Experience also shows that racks pumped down properly tend not to move. This compromise will permit those who use racks to have access to product throughout the winter months, allowing for a continuous supply of product during the off-season when income can be scarce.

Sincerely,



John Duane - on behalf of:

The Wellfleet Shellfish Advisory Board

Dave Seitler - Chair, Chip Benton, Zack Dixon, John Duane  
Jacob Puffer, Tom Siggia, Rebecca Taylor



From: Joseph Aberdale <[josephaberdale@gmail.com](mailto:josephaberdale@gmail.com)>

Sent: Tuesday, August 6, 2019 6:00 PM

To: Shellfish Advisory Board <[SAB@wellfleet-ma.gov](mailto:SAB@wellfleet-ma.gov)>; Board of Selectmen <[BoS@wellfleet-ma.gov](mailto:BoS@wellfleet-ma.gov)>

Cc: Nancy Civetta <[Nancy.Civetta@wellfleet-ma.gov](mailto:Nancy.Civetta@wellfleet-ma.gov)>

Subject: MAC Motion

This is to inform you that the Marina Advisory Committee approved the following motion on July 24, 2019.

After a hearing on July 24, 2019, the Marina Advisory Committee supports the harbormaster's recommendation that the town require that all shellfish apparatus be removed prior to winter as the apparatuses remaining pose a threat to safety and navigation, as well as cause problems with the placement of moorings at the start of the boating season. The Marina Advisory Committee also recommends the mandatory placement of approved, uniform, ownership tags on all shellfish a

Holbrook Oyster, Inc  
30 Whereaway Lane  
Wellfleet, Ma 02667

September 19, 2019

Wellfleet Selectboard  
300 Main St.  
Wellfleet, Ma 02667

Dear Selectboard,

Holbrook Oyster is Zack Dixon, Jacob Dalby and Justin Dalby. We are writing this letter in the hope that our experience and perspective will be helpful in informing your decision.

We urge you to be conservative in your vote to change any regulations regarding the overwintering of shellfishing gear.

We've been ambitious over the last seven years in building our business and we have lots of gear out there. Leaving our gear out over the winter enables us and other farmers to supply oysters to our customers year round.

Last winter there was a lot of shellfishing gear moved around the harbor by ice. In reaction to that loose gear there are regulation change proposals in front of you.

The racks that got loose were the racks that were not sufficiently pumped down. The racks that were pushed down basically stayed put.

Take our farm as an example: 2% of our racks were affected by the ice, and we think we can do even better by being more thorough and pushing them down further.

*Enforcement of the 6 inch pump down height that has been recommended by the Shellfish Advisory Board would greatly reduce the risk of loose gear without harming the viability of the farmers who want to overwinter their gear and keep markets open year-round.*

Being able to overwinter gear is very important to our ability to be successful for two reasons. First is the obvious one of being able to have oysters in the



water and readily accessible. The second reason is logistics. Being a deep water grant out on Egg Island we have no access by truck. Everything we do is by boat. We also have a very short window during low tide. On many low tides, we can't even see our gear because it doesn't come out of the water. We can't pull a truck up to remove gear and we can't make multiple trips during a tide. That means that it would take us months to remove racks and bags. This would add on to the enormous amount of work already to be done during these fall months and create a financial and labor burden. It is unfeasible to get this done in such a short time.

In addition, the timing of this proposed rule change is problematic. The window between now and the time when gear would have to be removed leaves very little time to cope with such a drastic shift in policy. There are five sets of negative tides between now and January 15th, many of which are in the dark.

We are aware of the problem of last winters gear loss and we are dedicated to helping solve it. There is a simple solution that will create safety for the harbor and will not create undue hardship for the men and women that are out there providing Wellfleet oysters to the year round market. That solution is the enforcement of the 6" pump down rule that has been proposed by the Shellfish Advisory Board.

We ask the question; What damage has been done? The vast majority of aquaculturists are responsible and clean up after themselves. While I agree that preemptive action is smart and is sometimes necessary I would respectfully urge the select board to be conservative in their decision rather than extreme. Please think of the livelihood of the oyster farmers. Make a decision that least affects our ability to make a year round living. Namely, following the recommendation of the Shellfish Advisory Board.

Sincerely yours,

Zack Dixon

Jacob Dalby

Justin Dalby

To: The Selectboard

9/20/19

From: Bob Wallace, shellfish grower

Re: Overwintering of Gear

I am writing in regards to the overwintering of aquaculture gear on grants. What occurred last year was bad and largely avoidable. Most everyone removes 100% of their gear because their location doesn't allow them to take the risk. Past experience has shown them that the ice would take everything.

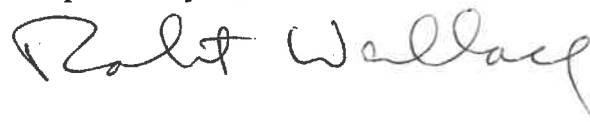
However, the few people that leave gear out have 1. Locations that usually spare them ice damage and 2. Need to leave inventory out there to sell their year around customers. Some growers have year around customers that like the consistency. Indeed, the reason you maintain a customer base is shipping ever week.

I agree that to be safe from damage gear should be flush to the ground. I bought racks that have no feet and easily get pushed down to be flush: I have had almost zero damage in ten years including last year. Actually the sand movement from the winter winds buries the racks even deeper.

No grower wants to leave gear in harm's way. Lost or damaged gear is too expensive to risk. Those who do so take the risk do so with some past experience and the need to have product to maintain their accounts.

I hope you consider these points in voting on the overwintering of shellfish gear.

Respectfully submitted,



Bob Wallace





# BOARD OF SELECTMEN

AGENDA ACTION REQUEST  
Meeting Date: September 24, 2019

II

## PUBLIC HEARINGS – B

<b>REQUESTED BY:</b>	Principal Clerk
<b>DESIRED ACTION:</b>	<b>Review and Approve New Section 8 Commercial Shellfishing: Dragging and Dredging Regulations</b>
<b>PROPOSED MOTION:</b>	<b>I move the approve the changes to section 8 of the Wellfleet Shellfish Regulations, Commercial Shellfishing: Dragging and Dredging, as recommended by the Shellfish Constable.</b>
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____





# Wellfleet Shellfish Department



300 Main Street, Wellfleet, Massachusetts 02667

## MEMORANDUM

DATE: September 20, 2019

TO: Town of Wellfleet Selectboard Members

RE: Proposed change to Wellfleet Shellfishing Policy and Regulations re: 20% bycatch

Dear Selectboard Members:

It was brought to my attention by a good portion of the fishermen who use draggers to harvest shellfish in Wellfleet Harbor that there are some deficiencies in our boat regulations and also some specifications that had always been in our regulations that had dropped out for some reason over the years but should be in there. They shared sincere concerns for the long-term sustainability of our deep-water shellfish resources.

Therefore, I researched old regulations dating back to 1987 and spoke with a few older fishermen to gain historical perspective on this. I did find that there were some gear specifications which indeed used to be in the regulations, but no longer were. I also found some of our current regulations were too vague and would be difficult to enforce. I spoke with more dragger fishermen to get their feedback and determined that there are quite a few boat regulations that should be clarified and discussed in a public forum, which we will do at an upcoming Shellfish Advisory Board meeting.

This is the public process at its best....fishermen bring concerns to the department, the department conducts initial background research and then brings it to a public forum for discussion and potential decision-making. After which, any revisions will be brought to you for review and a vote.

However, in my research, I realized that it would be impossible to correctly implement the intent of the following regulation regarding by-catch of shellfish species because there is no guidance as to what type of gear is used to harvest what type of shellfish. With bay scallop season opening up on October 1, I felt it would be important to at least define gear so that I am able to implement the regulation below. Without this kind of specificity, there is no way to enforce the regulation as currently written.

To arrive at the revision proposed below, I reviewed the bay scallop regulations for all other Cape Cod towns, Assistant Constable John Mankevetch attended the Mass. Shellfish Officers Assn. meeting and discussed bay scallop gear with the other constables there, and I spoke with a couple of older fishermen who had fished for bay scallops during their long shellfishing careers in Wellfleet to make sure I was not changing anything that had always

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been done. The proposed revision simply writes down in the regulations what has been a long-standing Wellfleet practice and is in line with how other towns define bay scallop gear.

I feel the following proposal is fair and specific. We are introducing it at a public hearing. I am sending it to all commercial permit holders today to make sure they are aware of it in advance and can plan to attend the public hearing to share their perspectives.

**8.4. By-catch Limited to 20%**

No vessel shall land more than twenty per cent (20%) of the permitted daily catch of any species of shellfish, as by-catch, other than such species which the gear used is designed to harvest. **Gear is defined as follows: an oyster dredge with teeth per specifications in 8.3 Size of Drag or Dredge shall be used to target oysters, a bay scallop dredge without teeth and a with a sweep chain shall be used to target bay scallops and a quahog dredge with a knife blade of no longer than 18 inches shall be used to target quahogs. Any variations of dredges must have prior approval of the Wellfleet Shellfish Constable.**

I hope that you will agree with my judgment and approve the above regulation change to allow the Wellfleet Shellfish Department to correctly implement its regulations.

Thank you,

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

Nancy Civetta  
Shellfish Constable



## BOARD OF SELECTMEN

AGENDA ACTION REQUEST  
Meeting Date: September 24, 2019

III

### PRESENTATION

<b>REQUESTED BY:</b>	<b>Nauset Superintendent, Tom Conrad</b>
<b>DESIRED ACTION:</b>	<b>Presentation on Building Project</b>
<b>PROPOSED MOTION:</b>	
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____



<b>Nauset Regional High School</b> <b>DESIGN MEETINGS WITH THE EDUCATIONAL LEADERSHIP TEAM AND FACILITIES WORKING GROUP</b> <small>All meetings held at NRHS - 100 Cable Road, Eastham</small>	
<b>SCHEMATIC DESIGN PHASE DESIGNER MEETING SCHEDULE - DRAFT (SEPTEMBER 04, 2019)</b>	
<b>Date</b>	<b>Agenda</b>
Sept 11, 2019 (Wednesday @ 3:00pm-5:00pm)	EDUCATIONAL LEADERSHIP TEAM MEETING <ul style="list-style-type: none"> <li>Review MSBA Space Template and discuss Schematic Design requirements</li> <li>Review Final Preferred Schematic Design (PSR) submitted Site Plan and Floor Plans</li> </ul>
Sept 18, 2019 (Wednesday @ 3:00pm-5:00pm)	EDUCATIONAL LEADERSHIP TEAM MEETING <ul style="list-style-type: none"> <li>Final confirmation of MSBA space template</li> <li>Review Site Plan with STIMSON Landscape Architects</li> </ul>
Sept 25, 2019 (Wednesday @ 3:00pm-5:00pm)	FACILITIES WORKING GROUP <ul style="list-style-type: none"> <li>Review Proposed Building Systems with Flansburgh, Vanderweil Engineers and Architectural Engineers</li> <li>Sustainability Overview and Discussion with Green Engineers</li> </ul>
<b>TBD</b>	TOWN DEPT. MEETINGS POLICE / FIRE / DWP PROJECT UPDATES <ul style="list-style-type: none"> <li>Provide an Overview of the Project and review the Site Plan and Floor Plans</li> </ul>
Oct 16, 2019 (Wednesday @ 3:00pm-5:00pm)	EDUCATIONAL LEADERSHIP TEAM MEETING <ul style="list-style-type: none"> <li>Review Community Spaces (i.e Auditorium/PAC, Cafeteria, Gynnasium)</li> <li>Review Commons Spaces and Department Offices</li> <li>Planning Strategies for Circulation, Adjancencies and Zoning</li> </ul>
Oct 16, 2019 (Wednesday @ 6:00pm-8:00pm) <b>TBD</b>	COMMUNITY FORUM No. <ul style="list-style-type: none"> <li>Project Overview</li> <li>Sustainability Workshop</li> </ul>
Oct. 23, 2019 (Wednesday @ 5:00pm-7:00pm)	FACILITIES WORKING GROUP <ul style="list-style-type: none"> <li>Review Exterior Envelope</li> <li>Review Mechanical Systems</li> </ul>
Oct 30, 2019 (Wednesday @ 3:00pm-5:00pm)	EDUCATIONAL LEADERSHIP TEAM MEETING & POLICE DEPARTMENT & FIRE DEPARTMENT <ul style="list-style-type: none"> <li>Review of Security Strategies and Systems</li> </ul>
Nov 13, 2019 (Wednesday @ 3:00pm-5:00pm)	EDUCATIONAL LEADERSHIP TEAM MEETING <ul style="list-style-type: none"> <li>Review Interior and Exterior Elevations</li> <li>Review Interior and Exterior Materials</li> </ul>
Dec 04, 2019 (Wednesday @ 6:00pm-8:00pm) <b>TBD</b>	COMMUNITY FORUM No. <ul style="list-style-type: none"> <li>Project Update</li> </ul>
Dec. 11, 2019 (Wednesday @ 3:00pm-5:00pm)	EDUCATIONAL LEADERSHIP TEAM MEETING <ul style="list-style-type: none"> <li>Review Final Floor Plans</li> <li>Review Final Site Plan</li> <li>Review Interior and Exterior Elevations</li> </ul>

## Timeline for the Nauset Regional High School Building Project

August 9, 2012 – Habeeb and Associates architects reviewed the Capital Asset Report that included the High School, Middle School and Central Office.

A Capital Asset Subcommittee was formed to review the report.

October 4, 2012 – The Capital Asset Subcommittee decided to work on years 1-3 in the Habeeb Report and this would go hand-in-hand with the capital plan.

October 10, 2013 – The Capital Asset Subcommittee aligning Habeeb Report with the 5 year capital plan. It was reported that FY16, 17 and 18 the costs are substantial. Towns were given the Habeeb Report.

October 9, 2014 – The Capital Asset Committee met with Habeeb and Associates Architects to review needs in the Region. Particular focus was given to the High School, which will need significant repairs/upgrades in the upcoming years. The High School is currently 44 years old and there are major plumbing, electrical and lighting issues among others things that will need to be addressed. Discussion was held on developing a plan to address and pay for those needs, including discussions with Town Officials and submitting SOI proposal to the MSBA.

November 13, 2014 – Chair O'Reilly thought a SOI, Statement of Interest to the MSBA, would be completed by April 2016, which will give time to talk to the four towns. On a motion by Ed Lewis, seconded by Jayne Fowler, it was voted unanimously to begin talks with the four members towns about a long-range, major renovation plan for the High School.

April 9, 2015 – Nauset Regional School Committee voted to submit a Statement of Interest (SOI) to the Massachusetts School Building Authority for replacement, renovation or modernization of school facility systems such as: heating and ventilation systems, electrical systems, mechanical systems, and fire protections systems and related costs and replacement of or addition to obsolete buildings in order to provide for a full range of programs consistent with state and approved local requirements, for example: renovation of science labs to include spaces for engineering and robotics, replacement/renovation of educational spaces for the visual and performing arts, modernization of the library/media center, and industrial arts classrooms, general refurbishment of classrooms and other spaces (school was built in 1972), and elimination of safety hazards in the school's concrete courtyard, outdoor lighting and failing siding. Such repairs and renovations will greatly extend the useful life of the school and allow us to meet the educational requirements of a modern curriculum for our students; and hereby further specifically acknowledges that by submitting this Statement of Interest Form, the Massachusetts School Building Authority in no way guarantees the acceptance or the approval of an application, the awarding of a grant or any other funding commitment from the Massachusetts School Building Authority, or commits the City/Town/Regional school District to filing an application for funding with the Massachusetts School Building Authority.

February 8, 2016 - Meeting with Town Administrators & Town Accountants regarding Statement of Interest

April 14, 2016 – Nauset Regional School Committee voted to authorize the submission of the SOI.

November 9, 2018 – A subcommittee was formed to develop a charge to the Nauset High School Building Committee.

December 14, 2018 – The Nauset Region School Committee approved the charge to the building committee.

February 1, 2018 – Nauset Regional School Committee voted to appoint and authorize on behalf of the District to execute and deliver the Feasibility Study Agreement between the district and the MSBA and any amendments thereto. It was further voted that the Superintendent was appointed and authorized by and on behalf of the District to make final, binding decisions with respect to the Project described in the feasibility Study Agreement, and any amendments thereto, on behalf of the District.

June 14, 2018 – Building Committee vacancies were replaced with new members.

OPM selection committee formed and ranks OPM candidates to submit to MSBA.

July 5, 2018 – MSBA and Building Comm. Representatives meet to review the results for the OPM selection process for the project.

July 17, 2018 – MSBA approves its selection of Daedalus Projects, Inc. for the project.

August 9, 2018 - Owner's Project Manager was selected. Educational subcommittee chair named, K. Tringale. Public Information committee will be headed by the Superintendent.

October 11, 2018 – Designer chosen by MSBA for the Building Project, Flansburg Associates.

November 8, 2018 – Tours scheduled by Principal Ellsasser at Nauset High School.

December 13, 2018 – Community Forums scheduled in every town for the month of January seeking input from the citizens in our communities.

March 14, 2019 – The Building Committee filed several scenarios of the renovations or additions to the project to MSBA. Feedback on the Educational Plan was sent to the High School. MSBA will not consider swimming pool.

May 9, 2019 - Educational Plan being created with staff having input into the process. The Building Committee narrowed design proposals to two; 4A (renovations of most of the property and demolition of cafeteria and E building and 4B (demolition of cafeteria and N Building) Option 4A is the favored design plan. The Committee voted a preliminary budget of \$140,000,000.

May 9, 2019 – Educational Plan submitted to MSBA for review and comment.

August 7, 2019 – MSBA accepted the project into the next phase, Schematic Design.

Total Project Budget

Nauset Regional High School

School Building Committee Reviewed on: 7/9/2019 REV 8/8/19

Total Project Budget: All costs associated with the project are subject to 963 CMR 2.16(5)		Estimated Budget	Scope Items Excluded from the Estimated Basis of Maximum Facilities Grant or Otherwise Ineligible	Estimated Basis of Maximum Total Facilities Grant <sup>1</sup>	REV 8/8/19
1	Feasibility Study Agreement				
2	OPM Feasibility Study	\$225,000	\$0	\$225,000	
3	A&E Feasibility Study	\$925,000	\$0	\$925,000	
4	Environmental & Site	\$150,000	\$0	\$150,000	
5	Other	\$0	\$0	\$0	
6	<b>Feasibility Study Agreement Subtotal</b>	<b>\$1,300,000</b>	<b>\$0</b>	<b>\$1,300,000</b>	<b>\$571,350</b>
7	Administration				
8	Legal Fees	\$15,000	\$15,000	\$0	\$0
9	Owner's Project Manager				
10	Design Development	\$250,000	\$0	\$250,000	
11	Construction Contract Documents	\$500,000	\$0	\$500,000	
12	Bidding	\$100,000	\$0	\$100,000	
13	Construction Contract Administration	\$2,650,000	\$0	\$2,650,000	
14	Closeout	\$125,000	\$0	\$125,000	
15	Extra Services	\$0	\$0	\$0	
16	Reimbursable & Other Services	\$0	\$0	\$0	
17	Cost Estimates	\$0	\$0	\$0	
18	Advertising	\$2,000	\$0	\$2,000	
19	Permitting	\$0	\$0	\$0	
20	Owner's Insurance	\$105,000	\$0	\$105,000	
21	Other Administrative Costs	\$0	\$0	\$0	
22	<b>Administration Subtotal</b>	<b>\$3,747,000</b>	<b>\$15,000</b>	<b>\$3,732,000</b>	<b>\$1,640,214</b>
23	<b>Architecture and Engineering</b>				
24	<b>Basic Services</b>				
25	Design Development	\$2,700,000	\$0	\$2,700,000	
26	Construction Contract Documents	\$3,400,000	\$0	\$3,400,000	
27	Bidding	\$600,000	\$0	\$600,000	
28	Construction Contract Administration	\$3,000,000	\$0	\$3,000,000	
29	Closeout	\$300,000	\$0	\$300,000	
30	Other Basic Services	\$200,000	\$0	\$200,000	
31	<b>Basic Services Subtotal</b>	<b>\$10,200,000</b>	<b>\$0</b>	<b>\$10,200,000</b>	
32	Reimbursable Services				
33	Construction Testing	\$120,000	\$0	\$120,000	
34	Printing (over minimum)	\$25,000	\$0	\$25,000	
35	Other Reimbursable Costs	\$0	\$0	\$0	
36	Hazardous Materials	\$200,000	\$0	\$200,000	
37	Geotech & Geo-Env.	\$125,000	\$0	\$125,000	
38	Site Survey	\$20,000	\$0	\$20,000	
39	Wetlands	\$0	\$0	\$0	
40	Traffic Studies	\$20,000	\$0	\$20,000	
41	<b>Architectural/Engineering Subtotal</b>	<b>\$10,710,000</b>	<b>\$0</b>	<b>\$10,710,000</b>	<b>\$4,707,045</b>
42	<b>CM &amp; Risk Preconstruction Services</b>				
43	Pre-Construction Services	\$300,000	\$0	\$300,000	\$131,850
44	Site Acquisition				
45	Land / Building Purchase	\$0	\$0	\$0	
46	Appraisal Fees	\$0	\$0	\$0	
47	Recording fees	\$0	\$0	\$0	
48	<b>Site Acquisition Subtotal</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
49	Construction Costs				
50	SUBSTRUCTURE				
51	Foundations	\$2,542,000	\$1,000,000		
52	Basement Construction	\$0	\$0		
53	SHELL				
54	SuperStructure	\$6,417,000	\$0		
55	Exterior Closure	\$13,403,000	\$0		
56	Exterior Walls	\$0	\$0		
57	Exterior Windows	\$0	\$0		
58	Exterior Doors	\$0	\$0		
59	Roofing	\$1,976,000	\$0		

Soft Cost Reimbursement		Estimated Budget	Excluded	Eligible Soft Costs	Category
ProRated 20% Exclusion					
\$0	-Administration				
\$0	-A/E Services				
\$0	-Miscellaneous Proj Costs				
\$15,917,000	Sum of Three Soft Costs				
\$3,972,000	-Administration		\$15,000	\$3,957,000	
\$11,785,000	-A/E Services		\$0	\$11,785,000	
\$2,815,000	-Site Acquisition			\$175,000	
\$2,805,500	-Miscellaneous Proj Costs			\$2,172,000	
	FFE				
	Owners Contingency				
	Total Eligible Soft Costs			\$18,089,000	
Construction Costs associated with Soft Cost Cap Calculation					
Estimated Budget					
\$300,000	-CM Preconstruction services			\$300,000	
\$111,700,440	-Construction Cost			\$111,700,440	
	-Construction Contingency				
	Total Construction Cost			\$112,000,440	
	20% Soft Cost Allowance				
	Reimbursable Soft Cost			\$22,400,088	
	Eligible minus Reimbursable			-\$4,311,088	
-If Eligible minus Reimbursable is negative OK.					
-If Eligible minus Reimbursable is positive enter value into Soft Costs that exceed 20% of Construction Cost below in the Ineligible column.					
Construction Budget \$111,700,440					
OPM Services					
Eligible Fees % of Total Construction OPM Value @ 3.50% Value > 3.5%					
\$3,850,000	\$3,850,000	3.45%	\$3,909,515	-\$59,515	
\$0	\$0	0.00%			
Designer Services					
Designer Value @ 10.00% Value > 10%					
#####	\$11,125,000	9.96%	\$11,170,044	-\$45,044	
\$660,000		0.59%			

76+77 + ←

Total Project Budget

Nauset Regional High School

School Building Committee Reviewed on: 7/9/2019 REV 8/8/19

Total Project Budget: All costs associated with the project are subject to 963 CMR 2.16(5)		Estimated Budget	Scope Items Excluded from the Estimated Basis of Maximum Facilities Grant or Otherwise Ineligible	Estimated Basis of Maximum Total Facilities Grant <sup>1</sup>	REV 8/8/19
60	INTERIORS				
61	Interior Construction	\$7,372,000	\$0		
62	Staircases	\$578,000	\$0		
63	Interior Finishes	\$6,866,000	\$0		
64	SERVICES				
65	Conveying Systems	\$480,000	\$0		
66	Plumbing	\$3,378,000	\$0		
67	HVAC	\$10,055,050	\$0		
68	Fire Protection	\$1,229,000	\$0		
69	Electrical	\$8,919,000	\$0		
70	EQUIPMENT & FURNISHINGS				
71	Equipment	\$1,322,000	\$0		
72	Furnishings	\$2,504,000	\$0		
73	SPECIAL CONSTRUCTION & DEMOLITION				
74	Special Construction	\$112,000	\$112,000		
75	Existing Building Demolition	\$2,111,390	\$0		
76	In-Bldg. Hazardous Material Abatement	\$2,190,000	\$0		
77	Asbestos Cont'g Floor Mat'l Abatement	\$300,000	\$300,000		
78	Other Hazardous Material Abatement	\$0	\$0		
79	BUILDING SITEWORK				
80	Site Preparation	\$9,563,000	\$0		
81	Site Improvements	\$0	\$0		
82	Site Civil / Mechanical Utilities	\$0	\$0		
83	Site Electrical Utilities	\$0	\$0		
84	Other Site Construction	\$0	\$0		
85	Scope Excluded Site Cost		\$4,119,716		
86	<b>Construction Trades Subtotal</b>	<b>\$81,317,440</b>	<b>\$5,531,716</b>		
87	Contingencies (Design and Pricing)	\$8,132,000	\$553,189		
88	D/B/B Sub-Contractor Bonds	\$1,445,000	\$98,298		
89	D/B/B Insurance	\$0	\$0		
90	D/B/B General Conditions	\$9,604,000	\$653,324		
91	D/B/B Overhead & Profit	\$0	\$0		
92	GMP Insurance	\$1,057,000	\$71,904		
93	GMP Fee	\$2,670,000	\$181,630		
94	GMP Contingency	\$2,189,000	\$148,909		
95	Escalation to Mid-Point of Construction	\$5,286,000	\$359,586		
96	Overall Excluded Construction Cost		\$24,816,796		
97	<b>Construction Budget</b>	<b>\$111,700,440</b>	<b>\$32,415,352</b>	<b>\$79,285,088</b>	<b>\$34,845,796</b>
98	Alternates				
99	Ineligible Work Included in the Base Project	\$0	\$0	\$0	
100	Alternates Included in the Total Project Budget	\$0	\$0	\$0	
101	Alternates Excluded from the Total Project Budget	\$0	\$0	\$0	
102	<b>Subtotal to be Included in Total Project Budget</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
103	Miscellaneous Project Costs				
104	Utility Company Fees	\$175,000	\$0	\$175,000	
105	Testing Services	\$0	\$0	\$0	
106	Swing Space / Modulars	\$2,500,000	\$2,500,000	\$0	
107	Other Project Costs (Mailing & Moving)	\$140,000	\$140,000	\$0	
108	<b>Misc. Project Costs Subtotal</b>	<b>\$2,815,000</b>	<b>\$2,640,000</b>	<b>\$175,000</b>	<b>\$76,913</b>
109	Furnishings and Equipment				
110	Furniture, Fixtures and Equipment	\$1,719,500	\$633,500	\$1,086,000	
111	Technology	\$1,086,000	\$0	\$1,086,000	
112	<b>FF&amp;E Subtotal</b>	<b>\$2,805,500</b>	<b>\$633,500</b>	<b>\$2,172,000</b>	<b>\$954,594</b>
113					
114	Soft Costs that exceed 20% of Construction Cost		\$0		

Site Cost Reimbursement = 8.0%

Direct Site Cost Excluded Eligible Site Costs

\$9,563,000 \$0 \$9,563,000 Eligible Site Costs

Direct Building Cost

\$67,041,050 \$5,363,284 Reimbursable Site Cost

Scope Excluded Site Cost \$4,199,716 Eligible minus Reimbursable

If Eligible minus Reimbursable is negative OK. No ineligible needed

If Eligible minus Reimbursable is positive enter value into Scope Excluded Site Cost

Construction Cost Reimbursement

\$2,111,390 Eligible Demo

\$2,190,000 Eligible Abatement

\$4,301,390 Total Eligible Demo & Abatement

\$430,153	D&P	10.00%	% of Trades	#DIV/0!	Total \$/sf
\$76,435	Bonds	1.78%	% of Trades	\$	359.81 Eligible \$/sf
\$0	Insurance	0.00%	% of Trades		
\$508,016	Gen Cond	11.81%	% of Trades		
\$0	O&P	0.00%	% of Trades		
\$55,911	GMP Ins	1.30%	% of Trades		
\$141,233	GMP Fee	3.28%	% of Trades		
\$115,790	GMP cont	2.69%	% of Trades		
\$279,610	Escalation	5.26%	% of Cumulative sum of Trades and Markups		

\$5,908,538 Marked Up Demo & Abatement

\$79,285,088 Eligible Construction Cost

220,350 Proposed GSF; Manually enter eligible area if less than total area

\$ 333 Reimbursable Construction Cost for New Construction \$/sf (subject to change)

\$ 73,376,550 Reimbursable Construction Cost

\$5,908,538 Marked Demo & Abatement

\$ 79,285,088 Reimbursable Construction Cost

\$0 Eligible Minus Reimbursable

If Eligible minus Reimbursable is negative OK. No ineligible entry needed

If Eligible minus Reimbursable is positive enter value into Overall Excluded Construction Cost

FFE Reimbursement

Funding Limits	Enrollment	Reimbursable Amount	Est'd Budget	Ineligible*
\$1,200 /student	905	\$1,086,000	\$1,719,500	-\$633,500
\$1,200 /student	905	\$1,086,000	\$1,086,000	\$0

\*If Ineligible is \$0 or negative OK.

\*If Ineligible Amount is positive enter value for each into Scope Excluded Cost.

5.88%

**Total Project Budget**

**Nauset Regional High School**

**School Building Committee Reviewed on: 7/9/2019 REV 8/8/19**

Total Project Budget: All costs associated with the project are subject to 963 CMR 2.16(5)		Estimated Budget	Scope Items Excluded from the Estimated Basis of Maximum Facilities Grant or Otherwise Ineligible	Estimated Basis of Maximum Total Facilities Grant <sup>1</sup>	REV 8/8/19
115	<b>Project Budget</b>	<b>\$133,377,940</b>	<b>\$35,563,852</b>	<b>\$97,674,088</b>	<b>42927761.73</b>

<b>Board Authorization</b>		
116	Design Enrollment	0
117	Total Building Gross Floor Area (GSF)	0
118	Total Project Budget (excluding Contingencies)	\$133,377,940
119	Scope Items Excluded or Otherwise Ineligible	\$35,563,852
120	Third Party Funding (Ineligible)	\$0
121	Estimated Basis of Maximum Total Facilities Grant <sup>1</sup>	\$97,814,088
122	Reimbursement Rate	43.95%
123	Est. Max. Total Facilities Grant (before recovery) <sup>1</sup>	\$42,989,292
124	Cost Recovery <sup>2</sup>	\$1,250,000
125	Estimated Maximum Total Facilities Grant <sup>1</sup>	\$41,739,292
126		

127	Construction Contingency <sup>3</sup>	\$5,585,022
128	Ineligible Construction Contingency <sup>3</sup>	\$4,468,018
129	"Potentially Eligible" Construction Contingency <sup>3</sup>	\$1,117,004
130	Owner's Contingency <sup>3</sup>	\$450,000
131	Ineligible Owner's Contingency <sup>3</sup>	\$0
132	"Potentially Eligible" Owner's Contingency <sup>3</sup>	\$450,000
133	Total Potentially Eligible Contingency <sup>3</sup>	\$1,567,004
134	Reimbursement Rate	43.95%
135	Potential Additional Contingency Grant Funds <sup>3</sup>	\$688,698
136	Maximum Total Facilities Grant	\$42,427,990
137	Total Project Budget	\$139,412,962

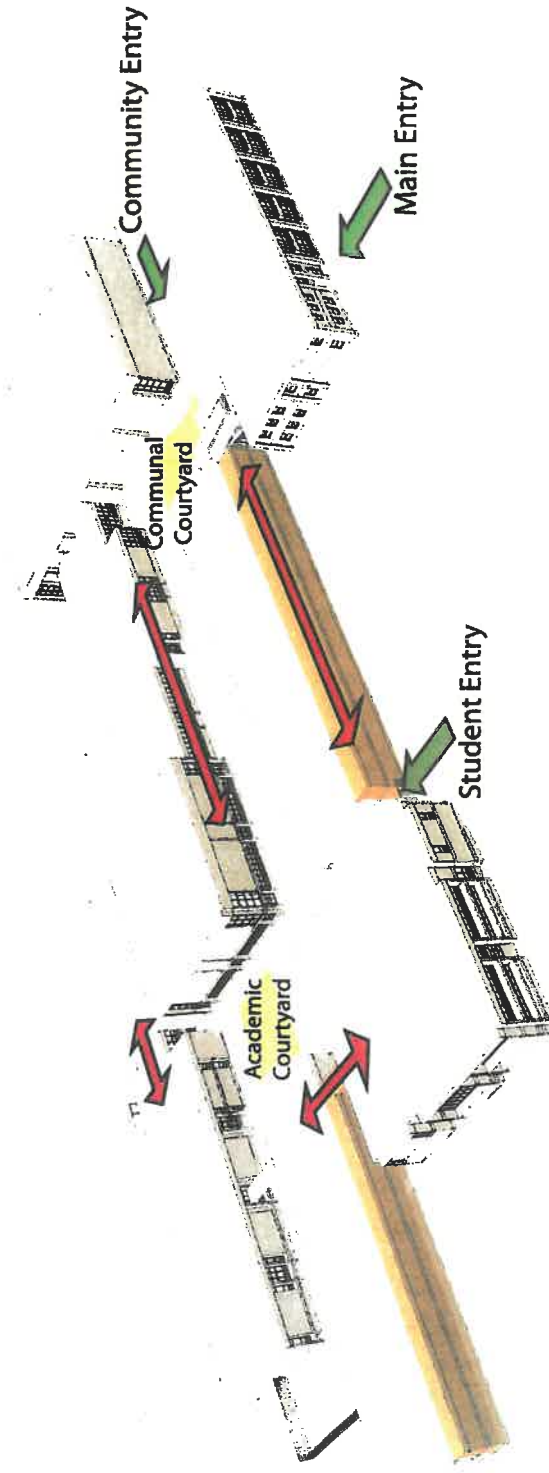
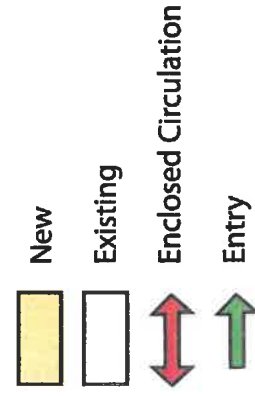
37.95 Reimbursement Rate Before Incentive Points  
 6.00 Total Incentive Points  
 43.95% MSBA Reimbursement Rate

1.00 (0-2) Maintenance  
 0.00 (0-1) CM @ Risk  
 0.00 (0-6) Newly Formed Regional School District  
 3.00 (0-5) Major Reconstruction or Reno/Reuse type in rounded to 2 decimal places  
 3.00 132,210 gsf Renovated or Existing to Remain  
 220,450 gsf Total at Conclusion of Project  
 0.00 (0-1) Overlay Zoning 40R and 40S  
 0.00 (0-0.5) Overlay Zoning 100 units or 50% of units 1,2, or 3 family structures  
 2.00 (0-2) Energy Efficiency - "Green Schools"  
 0.00 (5) Model Schools  
**6.00 Total Incentive Points**

**\$96,984,972 District Share**

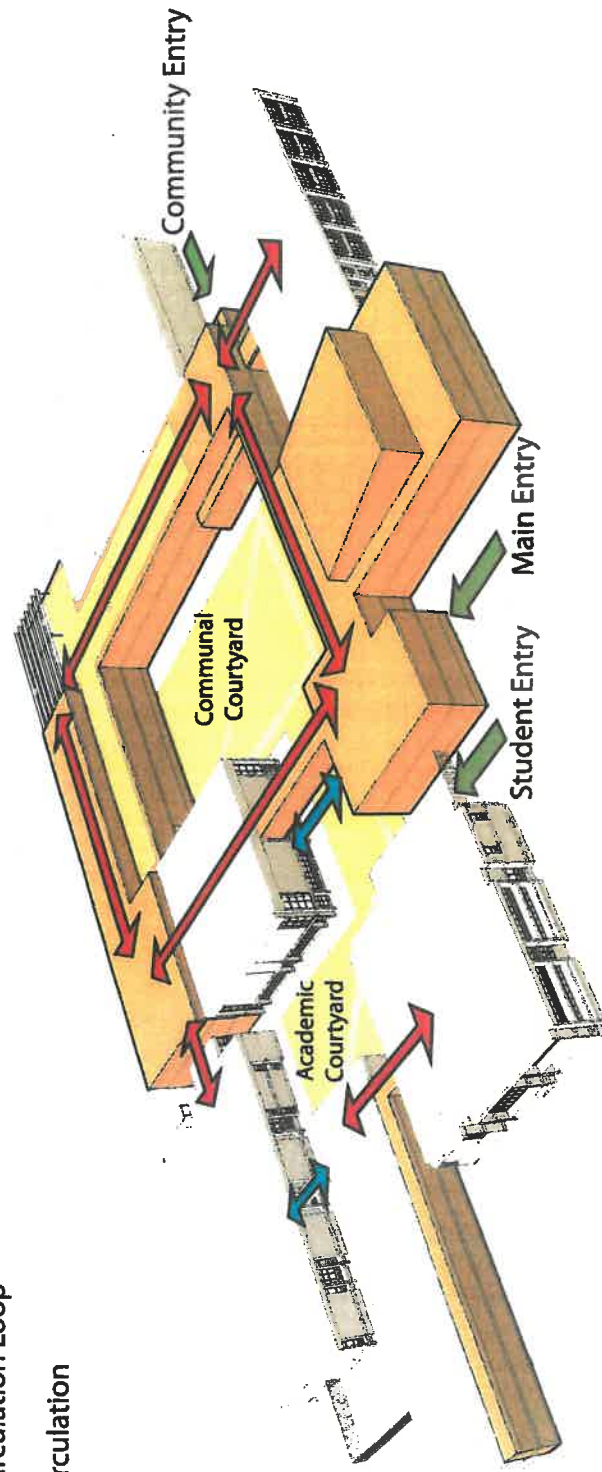
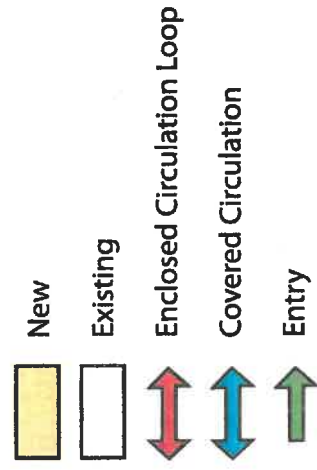
## Option 1: Code Upgrade

- Does not meet square footage required for Educational Program
- Not reimbursable by MSBA
- Does not meet Educational Vision
- Existing buildings too small to house new program; structural limitations
- New accessible circulation at buildings, A & E
- Full accessibility and code compliance throughout existing spaces



## Option 2 (4A): Addition/Renovation

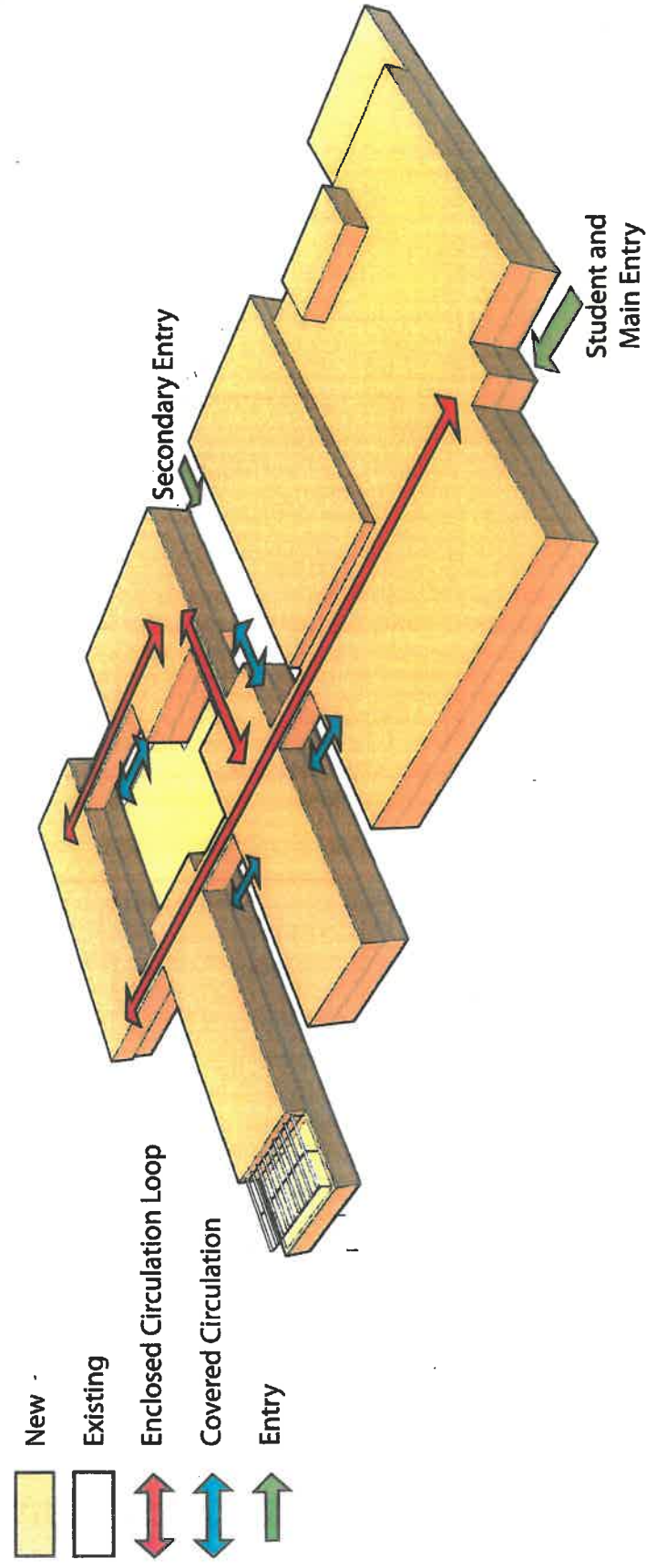
- Meets Educational Program and Vision
- Satisfies all space requirements by MSBA and District
- Retains 60% of existing buildings
- Maximum MSBA Reimbursement rate due to amount of existing building retained
- Lower site costs
- Removes buildings in poorest condition (E & F)
- Provides full accessibility throughout campus
- Improves courtyard spaces for academics and community use
- Improves visibility for Administration
- Moves areas of public use closer to parking areas





## Option 3 (7B): New Construction

- Meets Educational Program and Vision
- Buildable area is restricted between existing stadium and property line
- Remote location
- Entrance not highly visible
- Requires relocation of water main
- Major site and field replacement
- Within NHESP Priority Habitat Zone for rare species
- Lowest reimbursement due to New Construction
- High site cost to replace fields
- Highest cost per SF







## BOARD OF SELECTMEN

AGENDA ACTION REQUEST  
Meeting Date: September 24, 2019

# IV

### BOARD/COMMITTEE APPOINTMENTS AND UPDATES – A

<b>REQUESTED BY:</b>	<b>Principal Clerk</b>
<b>DESIRED ACTION:</b>	<b>Appointment of Margaret Sagan to the Open Space Committee</b>
<b>PROPOSED MOTION:</b>	<b>I move to appoint Margaret Sagan to the Open Space Committee for a one-year term.</b>
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____

#### **ATM 1987, Art. 51 [voice vote]**

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

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

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





**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 MARGARET (Peggy) SAGAN Date 7/30/19

Mailing Address [REDACTED]

WELL FLEET MA 02667

Phone (Home) \_\_\_\_\_ (cell) [REDACTED]

E-mail [REDACTED]@gmail.com

Please describe briefly any work experience, including volunteer service, that you feel would be useful to the Town: 30 years in educational publishing, managing the editorial, marketing, and research departments; 7 years at Mass Audubon HQ, coordinating the statewide volunteer program; volunteer for 10 years at Wellfleet Bay Wildlife Sanctuary. Organized fundraising events for Habitat for Humanity Greater Boston and Newton Conservators.

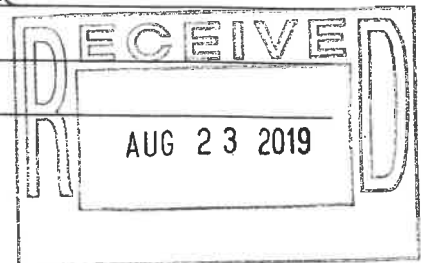
Please add any other information that you think may be useful, including education or other formal training, specialized courses, professional licenses or certifications, etc.:

Strong interest in the environment and conservation. Recently completed volunteer naturalistic training at Wellfleet Bay Wildlife Sanctuary. Effective team leader and team player. Wellfleet homeowner since 1996; full-time resident since May 2018.

Committees/Boards of Interest: 1) Open Space Committee

2) \_\_\_\_\_

3) \_\_\_\_\_







## BOARD OF SELECTMEN

AGENDA ACTION REQUEST  
Meeting Date: September 24, 2019

# IV

### BOARD/COMMITTEE APPOINTMENTS AND UPDATES – B

<b>REQUESTED BY:</b>	<b>Principal Clerk</b>
<b>DESIRED ACTION:</b>	<b>Discuss, deliberate and take appropriate action to respond to letter from the Planning Board.</b>
<b>PROPOSED MOTION:</b>	<b>Discuss, deliberate and take appropriate action</b>
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____





To the Selectboard:

On September 13, 2019, Dan Hoort informed Gerald Parent, Chair of the Planning Board, that Jude Ahern sent an email to you dated September 10, 2019 voicing her opposition to Mr. Parent's candidacy for the position as Wellfleet's representative to the Cape Cod Commission. In it, she stated "If this ridiculous idea [that Mr. Parent fill this vacancy] is pushed forward, I will start my assault on the Planning Board. Understood?"

We wish to voice our deep concern that this threat of an "assault" on our Board appears to have gone unaddressed by the Selectboard. We do not know what Ms. Ahern means by "assault." In our opinion, this could be construed as threatening violence or disruption of the Board's proceedings. We recognize that Ms. Ahern is free to voice her opposition to Mr. Parent's or any person's candidacy for a Board or committee vacancy. However, we believe that this opposition, or opposition to any appointment should not include the threat to "assault" this or any other Town Board or Committee. We serve as Board members on a voluntary basis. We devote considerable time and effort to fulfilling the Board's planning responsibilities to the highest degree possible. We do not believe that it is appropriate for any person to threaten an "assault" on a Board or committee for any reason including opposition to a member's candidacy for another committee or Board vacancy. We request that the Selectboard address this matter in an appropriate manner and advise us as to how it does so. We also request that this letter be included in the official Board packet for the Selectboard meeting Tuesday September 24, 2019.

Respectfully submitted,

Wellfleet Planning Board





# BOARD OF SELECTMEN

AGENDA ACTION REQUEST  
Meeting Date: September 24, 2019

V

## BUSINESS – A

<b>REQUESTED BY:</b>	<b>Town Administrator</b>
<b>DESIRED ACTION:</b>	<b>Approve Renewal of License Agreement with Thomas J. Siggia and Cathy G. Siggia</b>
<b>PROPOSED MOTION:</b>	<b>I move to approve the license agreement with Thomas and Cathy Siggia, owners of the property located at 325 Paine Hollow Road, for a two-year period ending September 30, 2021.</b>
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____



## LICENSE AGREEMENT

This License Agreement (this "License") is entered into as of this 1<sup>st</sup> day of October 2019, by and between the **Town of Wellfleet** (the "Town"), having an address of 300 Main Street, Wellfleet, MA 02667, and **Thomas J. Siggia and Cathy G. Siggia**, having an address of 325 Paine Hollow Road, Wellfleet, MA 02667 ("Licensor").

Whereas, the Licensor is the owner of the property located at 325 Paine Hollow Road, Wellfleet, Massachusetts, being Assessor's Map 35, Parcel 71 (the "Property");

Whereas, the Paine Hollow Town Landing, which provides public access to Paine Hollow, traverses the Property;

Whereas, the Town has requested Licensor's permission to utilize the Property, for members of the public to pass and repass, on foot and to bring small boats, to Paine Hollow, for swimming, boating, and other water activities;

Whereas, the Licensor is amenable to granting the Town and the public such access on the terms and conditions set forth below.

Now, Therefore, for good and valuable consideration, the parties agree as follows:

1. Use, Purpose, Term. The Licensor hereby grants the Town and members of the public a license to enter and traverse the Property, along Paine Hollow Road, by foot, for the purpose of swimming, boating and other water activities, at Paine Hollow. There shall be no commercial use of the Property. Said License shall commence on October 1, 2019 and terminate on September 30, 2021, unless sooner terminated under the provisions hereof. The Licensor may revoke this License, at any time, upon thirty (30) days written notice to the Town.

2. Consideration. In consideration for this License, the Town shall pay a fee of \$1.00 and shall bear all costs and expenses associated with the exercise of the rights granted hereunder, together with the observation and performance by the Town of all the obligations and covenants set forth within this License.

3. Condition of the Property. The Town accepts the Property in its "as is" condition for the purpose of this License, and acknowledges and agrees that the Licensor has made no representations or warranties regarding the fitness or condition of the Property, and acknowledges that such entry shall be at its sole risk. The Town acknowledges that the Licensor is not obligated to improve, repair, remove any trees or brush or other obstructions on the Property, secure the Property, and/or to undertake any other activity to enable the Town's or the public's use of the Property.

4. Town's Conduct. During the exercise of the rights hereby granted, the Town shall at all times conduct itself so as not to unreasonably interfere with the Licensor's use of the Property, obtain all necessary permits, and observe and obey all applicable federal, state and local laws, statutes, bylaws, regulations and permitting or licensing requirements. The Town shall promptly restore the Property to its condition prior to this License, and repair any damage caused to the Property resulting from any act, failure to act or negligence of the Town, or members of the public.

5. Insurance. The Town shall include the Licensor as an "additional insured" on its liability insurance.

6. Termination, Expiration. Upon the expiration or earlier termination of this License, the Town shall promptly restore and/or repair the Property, as close as reasonably possible, to its original condition. This obligation shall survive the expiration or termination of this License.

7. Right of the Licensor to Occupy the Property. The Licensor reserves the right and the Town shall permit the Licensor to occupy and use the Property at any time and for any and all purposes, except insofar as such use shall interfere with the Town's rights under this License.

8. Miscellaneous.

A. No Estate Created. This License shall not be construed as creating or vesting in the Town any estate in the Property, but only the limited right of use as hereinabove stated.

B. Survival of Terms and Provisions. All appropriate terms and provisions relating to the restoration of the Property affected hereby shall survive the expiration and/or termination of this License, in addition to the survival of other terms stated herein to so survive.

C. Governing Law. This License shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, and any and all legal actions brought in connection with this License shall be brought in courts within the Commonwealth of Massachusetts.

[Signature Page Follows]

In Witness Whereof, the parties hereto have caused this License Agreement to be executed as of the 24<sup>th</sup> day of September , 2019.

LICENSOR:

\_\_\_\_\_  
Thomas J. Siggia

\_\_\_\_\_  
Cathy G. Siggia

LICENSEE:

TOWN OF WELLFLEET,  
By Its Board of Selectmen

\_\_\_\_\_  
Janet Reinhart, Chair

\_\_\_\_\_  
Kathleen Bacon, Vice-Chair

\_\_\_\_\_  
Michael DeVasto, Clerk

\_\_\_\_\_  
Justina Carlson

\_\_\_\_\_  
Helen Miranda Wilson

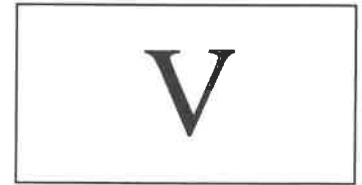






# BOARD OF SELECTMEN

AGENDA ACTION REQUEST  
Meeting Date: September 24, 2019



## BUSINESS – B

<b>REQUESTED BY:</b>	<b>Town Administrator</b>
<b>DESIRED ACTION:</b>	<b>Approval of Marijuana Cultivation – HCA – Patrick Kemple &amp; Ennie MacDonald</b>
<b>PROPOSED MOTION:</b>	<b>I move to approve the Marijuana Cultivation Host Community Agreement with Patrick Kemple and Ennie MacDonald, doing business as SunDog Cannabis Cape Cod, LLC, located at 165 Paine Hollow Road.</b>
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____



**Host Community Agreement**  
**Town of Wellfleet, Massachusetts**  
**and**  
**SunDog Cannabis Cape Cod, LLC**

This Host Community Agreement (“HCA”) is entered into this 24<sup>th</sup> day of September, 2019 (the “Effective Date”) by and between High Dune Craft Cooperative, LLC, a Massachusetts Limited Liability Company (“HDCC”), with a principal place of business at 23 Old Bridge Road, Truro, MA 02666 and the following individual Co-op Member: SunDog Cannabis Cape Cod, LLC, a Massachusetts limited liability company with a principal place of business of 165 Paine Hollow Rd., Wellfleet, MA 02667 (“SDCCC”) and the Town of Wellfleet, a Massachusetts municipal corporation with an address of 300 Main St., Wellfleet, MA 02667, (“the Town”) (hereinafter collectively the “Parties”).

WHEREAS, the HDCC and SDCCC wish to operate a licensed Craft Marijuana Cooperative (the “Operation”), as that term is defined by 935 CMR 500.001, for 515 square feet of cultivation canopy for adult use marijuana at 165 Paine Hollow Road, Wellfleet, Massachusetts (the Property”).

WHEREAS, HDCC has submitted an application for a Craft Marijuana Cooperative License from the Cannabis Control Commission (“CCC”) to allow SDCCC to cultivate and/or manufacture recreational marijuana at the Property.

WHEREAS, the SDCCC intends to provide certain benefits to the Town in the event that HDCC receives the requisite licenses from the CCC for the Operation, and any and all required local permits and approvals from the Town;

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

WHEREAS, the Town wishes to ensure that all proposed activities at the premises comply with existing statutes, regulations, bylaws or ordinances, and certifies that the premises is not within 500 feet of a pre-existing public or private school providing education in kindergarten or grades 1 through 12.

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

**1. Recitals**

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

## **2. Annual Payments**

In the event that HDCC obtains the requisite licenses and/or approvals from the CCC as may be required for the Operation, and receives any and all necessary and required permits and licenses of the Town, and at the expiration of any final appeal period related thereto, said matter not being appealed further, which permits and/or licenses allow HDCC and SDCCC to locate, occupy, and operate within the Town, then HDCC and SDCCC agree to provide the following Annual Community Impact Fee.

1. SDCCC shall make annual community impact payments, pursuant to 935 CMR 500, to the Town in the amount equal to one percent (1%) of gross sales of marketable products produced by SDCCC's cultivation and manufacturing operations located within the Town, which are marketed and sold by SDCCC, and not HDCC. The wholesale value of the marijuana and marijuana products produced by SDCCC shall be based on the wholesale value of the marijuana and marijuana products as determined by arms-length wholesale sales made by SDCCC during the year.
2. The HDCC shall pay an Annual Community Impact Fee in an amount equal to one percent (1%) of gross sales of marketable products sold on behalf of SDCCC for the cultivation and product manufacturing operations located within the Town of Wellfleet. The wholesale value of the marijuana and marijuana products sold by HDCC shall be based on the wholesale value of the marijuana and marijuana products as determined by arms-length wholesale sales made by HDCC during the year.
3. The Annual Community Impact Fee shall be made in quarterly installments, in arrears, per the Town's fiscal year (July 1 - June 30). The Annual Community Impact Fee for the first year of operation shall be prorated based on the number of months SDCCC is in operation. The initial payment of the Annual Community Impact Fee shall be due on the first day of the fourth (4<sup>th</sup>) month following the date SDCCC begins operations. Subsequent payments of the Annual Community Impact Fee shall be paid on a quarterly basis thereafter, due on the first day of the applicable month, for the term of the Agreement. The Operations shall be deemed to have commenced upon receipt of both an occupancy permit from the Building Commissioner, if necessary, and the issuance of a final license from the CCC.
4. The Annual Community Impact Fee shall continue for a period of five (5) years. At the conclusion of each of the respective five (5) year terms, the parties shall negotiate in good faith the terms of a new Annual Community Impact Fee as an Amendment to this Agreement; provided, however, that if the Parties are unable to reach an agreement on a successor Community Impact Fee, the Annual Community Impact Fee specified herein shall remain in effect and shall not be reduced below the amount set forth above until such time as the Parties negotiate a successor Community Impact Fee.

5. The Town shall use the above referenced payments in its sole discretion, but shall make a good faith effort to allocate said payments to offset costs related to road and other infrastructure systems, law enforcement, fire protection services, inspectional services, public health and addiction services and permitting and consulting services, as well as unforeseen impacts upon the Town.
6. HDCC and SDCCC acknowledge that time is of the essence with respect to its timely payment of all funds required under Section 2 of this Agreement. In the event that any such payments are not fully made with five (5) days of the date they are due, the Town shall provide the HDCC and SDCCC with written notice of such failure to make a timely payment. HDCC and SDCCC shall have a five (5) day period to cure such failure to make timely payment from the date of receipt of such notice. If HDCC and SDCCC fail to make full payment within such cure period, HDCC and SDCCC shall be required to pay the Town a late payment penalty equal to five percent (5%) of such required payments.
7. HDCC shall guaranty payment of the obligations of SDCCC to the Town under this Agreement, including, but not limited to, the financial payments due to the Town under Section 2.1.

A. Annual Reporting for Host Community Impact Fees

HDCC and SDCCC shall notify the Town when operations commence and shall annually submit financial statements to the Town Administrator no later than July 31, which shall include certification of itemized gross revenues for the previous calendar year, and all other information required to ascertain compliance with the terms of this Agreement. HDCC and SDCCC shall maintain books, financial records, and other compilations of data pertaining to the requirements of this Agreement in accordance with standard accounting practices and any applicable regulations or guidelines of the CCC. All records shall be kept for a period of at least seven (7) years. Upon request by the Town, HDCC and SDCCC shall provide the Town with the same access to its financial records (to be treated as confidential, to the extent allowed by law) as required by the CCC and Department of Revenue for purposes of obtaining and maintaining a license with the CCC.

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

shall be conducted in such a manner as not to interfere with HDCC and SDCCC's normal business activities.

### **3. Local Vendors and Employment**

To the extent such practice and its implementation are consistent with federal, state, and municipal laws and regulations, HDCC and SDCCC shall use their best efforts in a legal and non-discriminatory manner to give priority to hire Town residents and make reasonable efforts to utilize women-owned, minority-owned, and veteran-owned vendors within the Town. HDCC and SDCCC shall report annually to the Selectboard on the number of Wellfleet residents employed at the Establishment.

### **4. Local Taxes**

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

Notwithstanding the foregoing, (i) if real or personal property owned, leased or operated by HDCC or SDCCC is determined to be non-taxable or partially non-taxable, or (ii) if the value of such property is abated with the effect of reducing or eliminating the tax which would otherwise be paid if assessed at fair cash value as defined in G.L. c. 59, §38, or (iii) if HDCC or SDCCC is determined to be entitled or subject to exemption with the effect of reducing or eliminating the tax which would otherwise be due if not so exempted, then HDCC or SDCCC shall pay to the Town an amount which when added to the taxes, if any, paid on such property, shall be equal to the taxes which would have been payable on such property at fair cash value and at the otherwise applicable tax rate, if there had been no abatement or exemption; this payment shall be in addition to the payment made by HDCC or SDCCC under Section 2 of this Agreement.

### **5. Security**

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

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

### **6. Community Impact Hearing Concerns**

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

## **7. Additional Obligations**

### **A. Permitting**

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

### **B. Retained Authority of the Municipality**

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

### **C. Annual Reporting**

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

### **D. Annual Inspections**

HDCC and SDCCC agree that they will voluntarily submit to a minimum of one (1) annual inspection by the Police, Fire and Building Departments to ensure compliance with the terms of this Agreement and other local approvals. Said annual inspection shall not preclude the municipality or any of its departments from conducting inspections at other times during the year to address enforcement matters or respond to complaints. A reasonable provision of access to the

operations by local inspecting agents shall be provided in accordance with state regulations concerning access.

#### E. Limitations on Other Uses

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

### **8. Energy and Environmental Requirements**

HDCC and SDCCC shall (a) satisfy all minimum energy efficiency and equipment standards established by the Cannabis Control Commission and meet all applicable environmental laws, regulations, permits, and other applicable approvals; (b) adopt and use best management practices as determined by the Cannabis Control Commission's Energy and Environmental Working Group to reduce energy usage and consumption and operate SDCCC in compliance with best environmental practices with respect to cultivation, processing and manufacturing operations; and (c) ensure that lighting power densities for cultivation spaces does not exceed an average of 36 watts per gross square foot of active and growing canopy in accordance with all applicable CCC policies and regulations.

SDCCC's annual report to the Selectboard shall include information concerning SDCCC's energy use through by providing copies of SDCCC's annual energy bill. SDCCC shall additionally provide a copy of the energy bill for the year prior to the commencement of operations.

### **9. Water Consumption**

HDCC and SDCCC shall comply with the Cannabis Control Commission's Best Management Practice Guides for Water Use, with respect to soil health, watering methods, and water capture and reuse. To the extent SDCCC is using municipal water sources, SDCCC shall monitor and document water use, and report annually to the Select Board on the amount of water used for marijuana cultivation operations.

### **10. Waste Management Controls**

HDCC and SDCCC shall comply with the Cannabis Control Commission's Guidance on Cannabis Waste Management Requirements.

### **11. Pest Management**

HDCC and SDCCC shall comply with the Cannabis Control Commission's Guidance on Integrated Pest Management and shall apply chemical controls judiciously. Pesticides shall not be used as the primary method of pest control. "Minimum-risk (25(b))" pesticides for use in cannabis cultivation may be used in moderation.



## **12. Odor Control Technology**

HDCC and SDCCC shall ensure that odor from the operations do not constitute a nuisance to surrounding properties.

## **13. Municipal Support**

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

## **14. Term**

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

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

## **15. Successors/Assigns**

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

Events deemed an assignment include, without limitation: (i) HDCC or SDCCC's final and adjudicated bankruptcy whether voluntary or involuntary; (ii) HDCC or SDCCC's takeover or merger by or with any other entity; (iii) HDCC or SDCCC's outright sale of assets and equity, majority stock sale to another organization or entity for which the neither entity maintains a controlling equity interest; (iv) or any other change in ownership or status of HDCC or SDCCC; (v) any assignment for the benefit of creditors; and/or (vi) any other assignment not approved in advance in writing by the Town.

## **16. Notices**

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

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

With copy to: Town Counsel  
Carolyn Murray, Esq.  
KP Law, P.C.  
101 Arch Street, 12<sup>th</sup> Floor  
Boston, MA 02110

To SDCCC: SunDog Cannabis Cape Cod, LLC.  
Erin McDonald  
165 Paine Hollow Rd.  
Wellfleet, MA 02667

To HDCC: Stephanie Rein  
P.O. Box 688  
21 Holsberry Road  
Truro, MA 02666

With copy to: Michael C. Fee, Esq.  
Pierce & Mandell, P.C.  
11 Beacon Street, Suite 800  
Boston, MA 02108

## **17. Severability**

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

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

**18. Governing Law**

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

**19. Entire Agreement**

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

**20. Amendments/Waiver**

Amendments, or waivers of any term, condition, covenant, duty or obligation contained in this Agreement may be made only by written amendment executed by all signatories to the original Agreement, prior to the effective date of the amendment.

**21. Headings**

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

**22. Counterparts**

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

**23. Signatures**

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

**24. No Joint Venture**

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

## **25. Nullity**

This Agreement shall be null and void in the event that HDCC and SDCCC do not locate the Operations within the Town or relocates the Operations out of the Town. Further, in the case of any relocation out of the Town, HDCC and SDCCC agree that an adjustment of Annual Payments due to the Town hereunder shall be calculated based upon the period of occupation of the RME within the Town, but in no event shall the Town be responsible for the return of any funds provided to it by HDCC and SDCCC.

## **26. Indemnification**

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

## **27. Third-Parties**

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

## **28. Termination**

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

- A. If HDCC and SDCCC cease to operate, for any reason in the Town, then the Agreement shall no longer apply nor shall HDCC and SDCCC continue to pay an Annual Community Impact Fee or other payments related to this Agreement.

[SIGNATURE PAGE TO FOLLOW]

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

TOWN OF WELLFLEET

SUNDOG CANNABIS CAPE COD, LLC

---

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

---

Erin McDonald, Manager  
Hereunto duly authorized by a vote  
of the Board of Managers

HIGH DUNE CRAFT COOPERATIVE,  
LLC

---

Stephanie Rein, Manager





## BOARD OF SELECTMEN

AGENDA ACTION REQUEST  
Meeting Date: September 24, 2019

V

### BUSINESS – C

<b>REQUESTED BY:</b>	<b>Town Administrator</b>
<b>DESIRED ACTION:</b>	<b>Review of Bookstore &amp; Restaurant Hour Extension</b>
<b>PROPOSED MOTION:</b>	<b>Review, discussion. decision TBD.</b>
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____







TARLOW  
BREED  
HART  
RODGERS

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

August 22, 2019

Via E-MAIL [courtney.butler@wellfleet-ma.gov](mailto:courtney.butler@wellfleet-ma.gov) /

FEDERAL EXPRESS

Selectboard  
Town Hall - 300 Main Street  
Wellfleet, MA 02667  
ATTN: Ms. Courtney Butler

Re: Request for Change of Hours

Dear Members of the Selectboard:

In May of this year I had a hearing before the Selectboard at which the Board unanimously approved the extension of the hours for the licensee, Bookstore & Restaurant, Inc., from 1 a.m. to 2 a.m. At that time, the Board had suggested that it would have a review of the new hours at the end of August to see whether this will be something that would be made permanent.

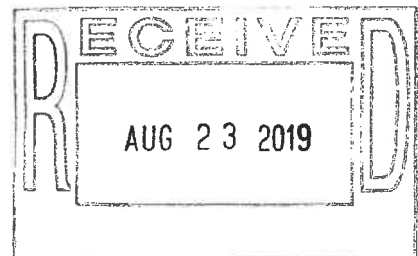
Accordingly, I am hereby requesting that this matter be put on the agenda for the Board's September 10<sup>th</sup> meeting for such a review and a determination as to a permanent change.

Thank you for your attention to this.

Very truly yours

Albert DeNapoli

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





**Town of Wellfleet  
Police Department**

September 16, 2019

To: Selectboard  
From: Chief Ronald L. Fisette

Subject: EXTENDED HOURS FOR THE BOMB SHELTER PUB

The Selectboard elected to extend the operating hours of the Bomb Shelter to 2:00 am for the summer on a trial basis. The following information is for your consideration if you wish to extend the trial period.

- Spoke with the ABC and they advised me that Wellfleet is the only town that has authorized the 2:00 am closing. If you extend it to one than you have to extend it to all as you can't be selective and discriminatory.
- We had one arrest at the Pub at 1:20 am of a patron who was intoxicated and wouldn't leave at the Pub's request. Officers had to intervene and use a Taser to make the arrest and bring him into custody.
- Other than the above, no noticeable changes in calls to service, i.e. noise complaint

Respectfully submitted for your information and consideration.



Ronald L. Fisette,  
Police Chief

cc: Dan Hoort, Town Administrator





## BOARD OF SELECTMEN

AGENDA ACTION REQUEST  
Meeting Date: September 24, 2019

V

### BUSINESS – D

<b>REQUESTED BY:</b>	<b>Town Administrator</b>
<b>DESIRED ACTION:</b>	<b>Dredging Update</b>
<b>PROPOSED MOTION:</b>	<b>Discussion only.</b>
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____



**September 17, 2019 from Craig Martin of the US Army Corps of Engineers**

From: Martin, Craig A CIV USARMY CENAE (US)

Sent: Tuesday, September 17, 2019 3:10 PM

To: Dan Hoort; Michael Flanagan

Subject: Wellfleet Harbor Federal Navigation Project - MA 401 Water Quality Certification UPDATE (UNCLASSIFIED)

CLASSIFICATION: UNCLASSIFIED

Good Afternoon Dan and Michael,

I just wanted to let you know that we finally received our MA 401 Water Quality Certification (WQC) from MADEP. We await a MA CZM consistency determination that generally follows shortly after the WQC and then we will have completed all our environmental permitting for the Federal dredging project. With this new information we will finalize the EA and incorporate the conditions of the permits into our design documents. My expectation is that we will be ready to solicit a contract for the dredging project in the late March/early April timeframe. This will line us up nicely for the selected dredging firm to be ready start on the first available dredging day on 1 October 2020.

Thanks,

Craig Martin

**September 13, 2019 from Wellfleet D.C. consultant Ray Bucheger**

Hi Dan:

I hope you are doing well. FYI, the Senate Appropriations Committee took up and passed its FY20 Energy and Water (E&W) Appropriations bill this week, following House action back in June. The Senate bill provides \$7.75 billion in annual funding for all USACE programs, which is \$750 million above FY19 levels and more than the \$7.355 billion included in the House-passed bill.

Unfortunately, it is unlikely that Congress will send any of the twelve FY20 appropriations bills to the President before the new fiscal year begins on October 1<sup>st</sup>, therefore, House and Senate leaders are preparing a Continuing Resolution (CR) that will keep the federal government operating into the new fiscal year. Negotiations are ongoing about when the CR would expire, but talks are coalescing around November 21. This means that a final E&W Appropriations bill is unlikely to be signed into law until closer to Thanksgiving, which also puts off the USACE work plan development process until late November/early December – the Corps of Engineers cannot assemble its FY20 work plan until Congress sends a completed FY20 E&W Appropriations bill to the President.

We will keep you updated as the process moves forward. Please let me know if you have any questions in the meantime.

Ray

**Ray Bucheger**







# BOARD OF SELECTMEN

AGENDA ACTION REQUEST  
Meeting Date: September 24, 2019



## BUSINESS – E

<b>REQUESTED BY:</b>	<b>Town Administrator</b>
<b>DESIRED ACTION:</b>	<b>Finalize FY 2020 Goals</b>
<b>PROPOSED MOTION:</b>	<b>I move to approve the Selectboard's FY 2020 Goals as presented/amended.</b>
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____



# Summary of FY20 Selectboard Goals

## Property and Buildings

- Harbor dredging and maintenance (JR) (HMW) (MD)
- Shellfish Shack (HMW) (KB)
- Plans for improvement (JR)
- Bike trails and lanes/path (JR) (MD) (HMW)
- Parking (JR)
- Assessment of all infrastructure and buildings – maintenance plan (MD)
- Town Hall Lawn (MD)

## Housing

- 95 Lawrence Road development (JR) (KB)
- Attainable housing - increase inventory for year-round market rate and affordable rentals. Also increase assistance to working domiciled residents to purchase homes. (MD)
- Support AADU program (JC)

## Economic Development

- Fiber Optics/Cell Tower/Utilities (JR) (KB)
- Local business/jobs (JC)

## Environment

- Climate mitigation (JR) (HMW) (KB) (MD)
- Flood mitigation (KB)
- Work with the National Park service to look at land swaps (HMW)
- Wastewater/Water (JR) (KB) (JC)
- Represent Wellfleet on CC Water Protection Collaborative and Fund (JC)

## General

- Board and Committee memberships (HMW)
- Improve ongoing communication and process for compliance with Boards and Committees (HMW) (JC)
- Recreation - Work with the national seashore to increase recreational opportunities including bike trails and parking areas. (MD) (HMW)

JR - Goals suggested by Select person Janet Reinhart

KB – Goals suggested by Select person Kathleen Bacon

MD – Goals suggested by Select person Michael DeVasto

JC – Goals suggested by Select person Justina Carlson

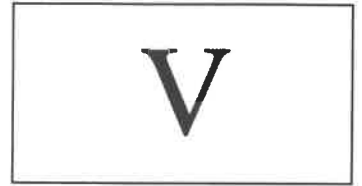
HMW – Goals suggested by Select person Helen Miranda-Wilson





# BOARD OF SELECTMEN

AGENDA ACTION REQUEST  
Meeting Date: September 24, 2019



## BUSINESS – F

<b>REQUESTED BY:</b>	<b>Town Administrator</b>
<b>DESIRED ACTION:</b>	<b>Approve FY 2021 Budget Policy</b>
<b>PROPOSED MOTION:</b>	<b>I move to approve the FY 2021 Budget Policy as presented by the Town Administrator.</b>
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____



**TOWN OF WELLFLEET  
BUDGET POLICY  
FISCAL YEAR 2021**

**It shall be the policy of the Town of Wellfleet that this Budget Policy articulates the Town's priorities and goals and provides an overview of the issues to be addressed during the Town of Wellfleet's budget process. This policy is adopted pursuant to Town Charter section 7-2-1 and Board of Selectmen's Policy 2013-02, Budget and Fiscal Management Policy.**

**BUDGET COMPLIANCE:** The Budget will be estimated in accordance with all applicable laws.

**BUDGET COMPONENTS:** The Budget shall be composed of the General Fund Operating Budget, the Marina Enterprise Fund Budget, the Water System Enterprise Fund Budget, the Capital Budget, the ten-year Capital Improvement Plan and any budget Articles proposed for the Annual Town Meeting Warrant. The Capital Budget shall consist of capital requests to be funded from available funds including the tax levy; capital requests to be funded by borrowing shall be set forth in separate articles. The Budget should include financial results for the previous year and the current year to date. Object codes and summaries should be consistent across all organizational units. The Budget shall also include detailed revenue estimates and projections which will be created with the input of the Department Heads and the Town Accountant.

**ENTERPRISE FUNDS:** The Town of Wellfleet shall propose budgets for the Enterprise Funds that are self-supporting without a property tax transfer and which shall also reasonably and accurately allocate indirect costs.

**CAPITAL BUDGET:** The Capital Budget is important because regular replacement of worn out or obsolete equipment and prompt maintenance of facilities are important steps to avoid larger future expenditures which can result from delayed replacement or maintenance. The Town of Wellfleet shall propose a Capital Budget for the upcoming Fiscal Year that will include all capital projects and items with an overall expenditure of at least \$5,000 and a life expectancy of greater than one year. Replacement of vehicles will be reviewed in accordance with the Board of Selectmen's Vehicle Rollover Policy.

Certain capital budget items may be funded by borrowing. When presenting any capital item whose funding source is borrowing to town meeting voters the warrant shall include the projected debt service cost in the first year and the total projected debt service costs (principal and interest) for the entire borrowing term.

**CAPITAL IMPROVEMENT PLAN:<sup>1</sup>** The Town of Wellfleet shall propose a five-year Capital Improvement Plan that will encompass any capital project or item with an overall expenditure of at least \$5,000 and a life expectancy of at least one year. Inclusive within the Capital Improvement Plan shall be a breakdown of the possible additional operational costs associated with the capital project or item, including whether additional personnel may be required. (The FY 2020 Capital Improvement Plan has been previously approved and can be found on the town web site.

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<sup>1</sup> See Town Charter section 7-5.

The Town Administrator will review and present the recommended FY 2021 Capital Improvement Plan with Department Heads during the fall budget planning process. The Finance Committee report on the FY 2021 Capital Improvement Plan shall be delivered by November 30<sup>th</sup>.

**BUDGET DEVELOPMENT:** Department Heads shall make appropriate and well-reasoned budget submittals to the Town Administrator by November 1, 2019. The Town Administrator shall submit his proposed budget to the Board of Selectmen and the Finance Committee on December 2, 2019.

Where personnel costs are unknown due to pending contract negotiations department budgets shall include personnel costs based on FY 2020 costs. Required salary adjustments will be proposed in a separate article or articles. For the FY 2021 budget this is Wellfleet Employee Association is the only collective bargaining up for renewal.

**PUBLIC MEETINGS ON THE PROPOSED BUDGET AND BUDGET APPROVALS:** The Town Board of Selectmen and the Finance Committee shall hold joint budget workshops at 7:00 p.m. on Tuesdays or Wednesdays in December and in January. Department Heads will only need to be present at budget workshops if requested by the Board of Selectmen, the Finance Committee or the Town Administrator. The Board of Selectmen shall approve its proposed budget by the end of January. The Board of Selectmen's proposed budget may be subject to modifications if subsequent additional or unexpected budget or revenue information, including regional school district assessments or adjustments to state revenue or charges, becomes available prior to the Annual Town Meeting. Any modifications to the budget will be dated and consolidated where possible. The Finance Committee shall hold at least one Public Hearing on the proposed budget and shall make its recommendations on the proposed budget by February 29, 2020.

**ADDITIONAL REQUESTED BUDGET AMOUNTS:** Additional requested budget amounts above the previous year's budget request are not encouraged but will be considered if justification for such additional amounts is included with the budget materials. Justification and any supporting documents shall be submitted by department heads as a separate submission. Priority will be given for requests that place a minimum reliance upon the property tax to fund these endeavors and for requests required to meet legal obligations of the Town of Wellfleet.

Requests for new or expanded programs or services or substantial increases in ongoing expenditures, programs and services shall be detailed on the FY 2021 Additional Budget Request form (attached) and included with the proposed budget.

**NON-PROPERTY TAX REVENUE SOURCES:** The Town of Wellfleet shall continue supporting the concept that user fees, reasonable sponsorships and other non-property tax revenues be utilized to help offset the property tax and, to the fullest extent practical, be devised to recoup the costs of supplying a particular service. The Town Administrator in preparation of the budget shall review current department fee structures and charges for services and propose modifications as deemed necessary and appropriate.

**BUDGET TIMETABLE:** Due dates and deadlines are specified in the "Fiscal 2021 Budget and 2020 Annual Town Meeting and Annual Town Election Schedule" to be adopted by the Board.



**THE BOARD OF SELECTMEN ADOPTS THE FOLLOWING FISCAL MANAGEMENT GOALS FOR FISCAL YEAR 2021:**

- To work towards presenting a balanced budget, within the constraints of Proposition 2 ½, without requesting an override.
  1. To limit the overall increase in the budgets recommended for the Wellfleet Elementary School and the Nauset Regional School District to 2.5% or less while acknowledging the actual Town of Wellfleet assessment for the Nauset Regional School District and the Cape Cod Regional Technical High School may be above or below that amount due to variances in student enrollment numbers.
  2. To limit the increase in the unclassified accounts budget to 8% or less while acknowledging that the increase in health insurance and the retirement assessment is not controlled by the Town of Wellfleet.
  3. To limit the Fiscal 2021 operating budget for expenditures other than education and unclassified accounts to 2.5% or less.
- The Selectmen's Budget and Financial Management Policy specifies annual capital expenditures (exclusive of items financed by borrowing) of between three and seven percent of the operating budget. The Fiscal 2021 capital budget, based on the same set of operating budget assumptions, should therefore be between \$571,195 and \$1,332,789.
- Not to authorize any new significant program without an identified financing source to pay for said program.
- Not to authorize any new full-time personnel beyond current authorized levels. However, if any such new personnel are funded the positions shall be valued at a cost that includes both salary and benefits.
- Any open positions will be evaluated and if needed, replaced with part-time or full-time employees as appropriate for the position.
- The maximum utilization of funds from all revenue sources to fund programs.
- Whenever possible and reasonable staff will cultivate productivity improvements that could lead to realized savings.
- Whenever possible and reasonable staff will investigate regional opportunities that could lead to realized savings.
- All staff and volunteers shall pursue grant funding to offset the cost to taxpayers for operations and special projects.
- The Town Administrator shall review regularly the methods of operation, program service delivery and expenditure of resources in the various Town departments to ensure maximum efficiency for the Town of Wellfleet.

- The town will continue to provide for an annual Other Post-Employment Benefits (“OPEB”) contribution.
- The Town has reached its policy goal of a Stabilization Fund balance equal to approximately 5.0% of the annual operating budget. The Town will continue to fund the Stabilization Fund to meet the 5% goal. Each year a transfer equal to 5% of the budget growth will be requested.
- To maintain the Finance Committee Reserve Fund at an amount equal to 0.5% of the operating budget. Because the unexpended Reserve Fund balance reverts to free cash at the end of each fiscal year it must be appropriated in full each budget cycle. The estimated appropriation required to meet this goal for FY 2021 is \$97,580.
- To maintain a free cash balance equal to approximately 4.5% of the operating budget. The estimated free cash balance required to meet this goal for FY 2021 is \$878,213.

# 210 Police Department FY 2021 Additional Budget Request

**Additional Amount Requested**

\$

**Budget Line Number**

Line # Account Description:

**One Time Only or Ongoing Expense?**

**Description of Program, Product or Service**

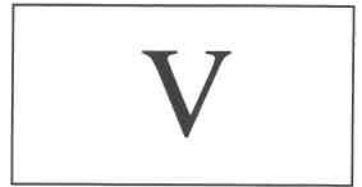
**Cost/Benefit Analysis**





# BOARD OF SELECTMEN

AGENDA ACTION REQUEST  
Meeting Date: September 24, 2019



## BUSINESS – G

<b>REQUESTED BY:</b>	<b>Town Administrator</b>
<b>DESIRED ACTION:</b>	<b>Approve FY 2021 Annual Budget and 2020 Annual Town Meeting Schedule</b>
<b>PROPOSED MOTION:</b>	<b>I move to approve the FY 2021 Annual Budget and 2020 Annual Town Meeting Schedule as presented by the Town Administrator.</b>
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____



## FY 2021 Annual Budget, 2020 Annual Town Meeting and Town Election Schedule

SEPTEMBER			
DATE	ACTION	WHO	Status
September 6, 2019	TA: Prepare draft for Selectboard of 1.) Budget & Annual Town Meeting Calendar; 2.) FY 2020 Budget Policy Statement; 3.) Five-year financial forecast for submission to BOS	TA	
September 24, 2019	<b>BOS MEETING:</b> Adoption of 1.) Annual Town Meeting Calendar and 2.) Budget Policy Statement. 2nd Review of 5 Year Financial Forecast	BOS	
September 30, 2019	Certify Free Cash	Accountant	
OCTOBER			
DATE	ACTION	WHO	Status
October 1, 2019	Distribute budget materials to department heads	Accountant	<b>DONE</b>
October 1, 2019	Distribute Capital Improvement Plan to Finance Committee ( <b>Charter 7-5-2</b> )	TA	
October 7, 2019	<b>BOS MEETING:</b> Issue FY2021 Budget Policy Statement ( <b>Charter Sec. 7-2-1</b> 'On or before the 31st of October of each year, the BOS shall prepare and issue a policy statement relating to the budget for the ensuing Fiscal Year.')	BOS/TA/ATA	
October 7, 2019	<b>BOS MEETING:</b> Set date for budget submission and distribute Budget Message per Budget Policy Statement (see above <b>Charter Sec 7-2-2</b> )	BOS/TA	
October 22, 2019	<b>BOS MEETING</b>	BOS	
October 23, 2019	<b>FINCOM MEETING: Review draft Annual Town Meeting calendar</b>	FinCom	
October 31, 2019	FINAL deadline date for BOS Budget Policy Statement and BOS/FinCom to set date for budget submission (see above <b>Charter Sec 7-2-2</b> )	FinCom	
NOVEMBER			
DATE	ACTION	WHO	
November 1, 2019	DEADLINE for submission of Operating Budget to TA	Dept Heads	
November 11-19, 2019	Individual Dept Head Meetings with TA. Alert FinCom liaison to Departments of specific meeting date	TA/EA/Dept Heads/FinCom	
November 26, 2019	<b>BOS MEETING:</b> Schedule joint FinCom BIG 5 Budget Review on December 18, 2018	TA/EA	
November 27, 2019	<b>FINCOM MEETING:</b>	FinCom	
November 30, 2019	Finance Committee submits their report on the Capital Improvement Plan to the Selectboard and Town Administrator ( <b>Charter 7.5.2</b> )	FinCom	
November 30, 2019	Finance Committee summary of the Capital Improvement Plan is published in local newspaper ( <b>Charter 7.5.3</b> )	Staff	
DECEMBER			
DATE	ACTION	WHO	STATUS
December 2, 2019	Request Annual Reports from officers, boards & committees	EA	
December 2, 2019	Submission of budget documents and budget message to BOS + FinCom. Include FY20 budget documents + message in BOS Packets	TA/ATA	
December 2, 2019	Budget materials made available to public	EA	
December 10, 2019	<b>BOS MEETING:</b> Distribute budget packets of the Big 5 Budgets	TA/EA	
December 10, 2019	Send memo requesting proposed ATM Articles + Transfer Requests to Dept + Committee Heads. Deadline for submission Jan 31, 2019	EA	
December 17, 2019	<b>SPECIAL JOINT BOS/FINCOM MEETING:</b> Joint BOS/FinCom Budget Review meeting of five largest Department Budgets	BOS/Dept Heads/FinCom	

December 27, 2019	2018 ANNUAL REPORT SUBMISSIONS DUE	All Depts/Bds/ Committees	
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JANUARY			
DATE	ACTION	WHO	STATUS
January 6, 2020	Develop 1st draft ATM Article Index	ATA/EA	
January 6, 2020	Update revenue estimates based on first 6 months of the current fiscal year	Accountant	
January 6, 2020	First day to obtain nomination papers for Town Election (last year 01/07/19)	Clerk	
January 14, 2020	<b>BOS MEETING:</b> Submit FY21 Regional School Budget Development Schedule to BOS with January 14, 2020 packets	TA	
January 14, 2020	<b>BOS MEETING:</b> Submit draft ATM Article Index to BOS	ATA/EA	
January 22, 2020	<b>FINCOM MEETING:</b> Dept Heads may be invited to attend to answer budget questions	Dept Heads	
January 31, 2020	Deadline to receive proposed ATM Articles + Transfer Requests from Department Heads + Committee Chairs	Dept + Committee Heads	

FEBRUARY			
DATE	ACTION	WHO	STATUS

February 5, 2020 <i>[ tentative date - confirm with School Committee ]</i>	School Committee Meeting - Final budget review + vote to approve FY2019 regional school budget	School Committee	
February 11, 2020	<b>BOS MEETING:</b> Review Elementary School, Tech School + NRSB Budget w FinCom at joint meeting	BOS/FinCom/School Reps	
February 11, 2020	TENTATIVE - Receive approved regional school budget	NRSB Business Manager	
February 12, 2020	Distribute placed Articles to Boards/Committees	EA	
February 25, 2020	<b>BOS MEETING:</b> Review draft of warrant, no action required	BOS	
February 26, 2020	<b>FINCOM MEETING:</b> Dept Heads may be invited to attend to answer budget questions	Dept Heads	
February 26, 2020	FINCOM to submit final budget recommendations to TA	FinCom	
February 28, 2020	Deadline for petitioned articles (" <u>Prior to March 1</u> " - Charter 2-4-2)	Registered Voters	

MARCH			
DATE	ACTION	WHO	STATUS
March 2, 2020	Submit Articles other than budget Articles to FinCom	BOS through TA/ATA	
March 2, 2020	<b>Submit Annual Town Report TO PRINTER</b>	EA	
March 6, 2020	Last day to obtain nomination papers for Town Election <b>(MGL c. 53, s. 9A)</b>	Clerk	
March 13, 2020	<b>FINAL Board/Committee recommendations due to TA's office in order to be printed in the ATM Warrant</b>	Boards and Ctes	
March 13, 2020	Deadline for certification to Town of NRSB and Cape Tech assessments (45 days before the earliest town meeting of a member town?)	Regional School Committees	
March 12, 2018	Last day to submit nomination papers to the Board of Registrars <b>(MGL c. 53, s.7)</b>	Clerk	
March 10, 2020	<b>BOS MEETING:</b> Final Article recommendations and vote on Warrant.	BOS	
March 3, 2020	Planning Board Public Hearing on Any Citizen Petition Zoning Changes	ATA	
March 16, 2020	Final Review of Warrant	TA/ATA/EA	

March 20, 2020	Constable to Sign Warrant (5 copies). Constable to post.	EA	
March 24, 2020	Regular BOS Meeting - BOS Sign Warrant (5 copies).	BOS	
March 25, 2020	<b>FINCOM MEETING</b>	FinCom	
March 27, 2020	Submit Warrant to printer	EA	
March 30, 2020	Last day to file nomination papers with the Town Clerk ( <b>MGL c. 53, s. 10</b> )	Clerk	
April 1, 2020	Last day to object to or withdraw nomination papers ( <b>MGL c. 53, s. 11</b> )	Clerk	
<b>APRIL</b>			
DATE	ACTION	WHO	STATUS
April 2, 2019	Last day to register to vote at ATM and Annual Town Election ( <b>MGL c. 51, ss 26, 28</b> )	Town Clerk	
April 13, 2020	Deadline for posting and mailing Warrants ("14 days prior to ATM" Charter 2-6-3)	Printer	
April 14, 2020	<b>BOS MEETING</b>	BOS	
April 14, 2020	Finalize Article Motions	TA/ATA/EA	
April 15, 2020	Moderator's conference call with Town Counsel to review and finalize Motions	Town Counsel	
April 15-17, 2020	Create Power Point Presentation with Articles and Motions for ATM	EA	
April 27, 2020	<b>FINCOM MEETING:</b> Special meeting immediately preceding ATM	FinCom	
April 27, 2020	<b>BOS MEETING:</b> Special meeting immediately preceding ATM	BOS	
April 27, 2020	ATM ("4th Monday in April" - Charter 2-6-1)	ALL	
April 28, 2020	<b>RESERVED FOR SECOND DAY OF ATM</b>	ALL	
<b>MAY</b>			
DATE	ACTION	WHO	STATUS
May 4, 2020	Annual Town Election ("First Monday after the 4th Monday in April" Charter 2-6-1)	Town Clerk	



## BOARD OF SELECTMEN

AGENDA ACTION REQUEST  
Meeting Date: September 24, 2019

V

### BUSINESS – H

<b>REQUESTED BY:</b>	<b>Town Administrator</b>
<b>DESIRED ACTION:</b>	<b>Consent for Town Administrator to be involved in business activity related to a business he has owned since 2005</b>
<b>PROPOSED MOTION:</b>	<b>I move to approve consent for the Town Administrator to be involved in business activity related to a business he has owned since 2005.</b>
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____



**Wellfleet Charter**

**Section 5.3 Duties**

5.3.2 The Town Administrator shall devote full working time to the duties of the office; shall not become a candidate for, or hold, any elected office while employed by the Town; and shall not engage in any business activity, except with the written consent of the Selectboard. . .

As Town Administrator I am a co-owner of the Somerset House Inn. This is unchanged since the day I was appointed to the position. My partner, Robert Klytta, manages and operates the business. My involvement includes doing the accounting for the business on the weekend. I may also be involved just to help my partner out as I would hope anyone would do for their significant other. That may include:

- Answering the telephone while at home if he’s away from the desk.
- Putting out the trash and recycling on Monday night for the Tuesday pickup
- Working in the garden which is my hobby
- Going to the grocery store if it helps him out
- Visiting with guests

I’m sorry that former Selectman Donovan now considers this an issue. Based on his recent personal attacks against me on social media and in the press the timing is not lost on me.

I respectfully request the Selectboard give written consent to my involvement in the business in which I am a co-owner.

We the Wellfleet Selectboard, consent for Town Administrator Dan Hoort to continue to be involved in a minor role in the business in which he is a co-owner, the Somerset House Inn.

**Agreed upon this 24<sup>th</sup> day of September, 2019.**

**WELLFLEET SELECTBOARD**

\_\_\_\_\_  
Janet Reinhart

\_\_\_\_\_  
Helen Miranda Wilson

\_\_\_\_\_  
Justina Carlson

\_\_\_\_\_  
Kathleen Bacon

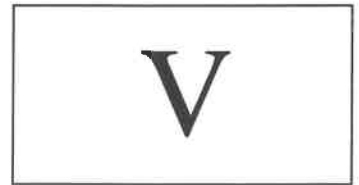
\_\_\_\_\_  
Michael DeVasto





# BOARD OF SELECTMEN

AGENDA ACTION REQUEST  
Meeting Date: September 24, 2019



## BUSINESS – I

<b>REQUESTED BY:</b>	<b>Chair</b>
<b>DESIRED ACTION:</b>	<b>Resolution in Support of a Future Act</b>
<b>PROPOSED MOTION:</b>	<b>I move to support the resolution of Future Act H.2849/S.1940, An Act for Utility Transition to Using Renewable Energy, as presented, and authorize the Board to sign it.</b>
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____





## **TOWN OF WELLFLEET**

### **Resolution in Support of An Act for Utility Transition to Using Renewable Energy (FUTURE Act) H.2849/S.1940**

**WHEREAS**, gas leaks contain 95% methane, a greenhouse gas that is 84 times more potent than carbon dioxide over a 20-year period; and

**WHEREAS**, the Town of Wellfleet, is a coastal community, and many coastal communities are experiencing adverse impacts as a result of global warming due to greenhouse gas emissions; and

**WHEREAS**, the Select Board of the Town of Wellfleet is committed to preparing for the impact of climate change; and

**WHEREAS**, climate scientists predict that these impacts of climate changes will accelerate and cause coastal areas to experience severe physical, ecological, economic and social impacts due to predicted rising air and water temperatures, altered precipitation patterns, significant sea level rise, greater coastal erosion, increased ocean acidification, and other changes; and

**WHEREAS**, sea level rise and other effects of climate change will threaten Wellfleet's ocean-dependent economy; and

**WHEREAS**, methane leaking into the atmosphere knows no town boundaries and affects adjacent towns and neighborhoods and towns where friends and relatives of Wellfleet residents live; and

**WHEREAS**, aging fracked gas infrastructure in other towns, including towns neighboring Wellfleet, poses serious health and safety risks as evidenced by the explosions in the Merrimack Valley in September of 2018; and

**WHEREAS**, gas companies have not significantly reduced the number of gas leaks and the volume of methane emissions since the passage of Chapter 149 of the Acts of 2014, An Act Relative to Natural Gas Leaks, requiring them to classify and repair leaks, and ratepayers still pay for the lost gas; and

**WHEREAS**, House H.2849/Senate S.1940, "An Act for Utility Transition to Using Renewable Energy" (FUTURE Act) improves public health and safety for all communities; and

**WHEREAS**, the FUTURE Act focuses on the problems with the distribution of natural gas in the Commonwealth, addressing not only the crumbling infrastructure and immediate safety concerns, but also creating a path forward by avoiding future stranded assets and permitting gas companies to distribute renewable thermal energy, including solar and geothermal, instead of explosive fossil fuel; and

**WHEREAS**, the FUTURE Act will empower municipalities to have stronger, safer, more transparent working relationships with the gas companies by improving coordination for gas leak repairs and strengthening safety standards, mandating that the gas companies notify the local fire

chief and police department within an hour of finding a dangerous leak, requiring that the gas companies and the Department of Public Utilities share maps, costs, and plans with municipalities and the public, and requiring that gas companies be audited annually for safety, performance, and leak reports; and

**WHEREAS**, the FUTURE Act will mandate that gas leaks within a specified distance of a school zone or building, or within the root zone of a tree, be fixed within 6 months;

**WHEREAS**, the FUTURE Act will give municipalities an effective voice in proceedings before the Department of Public Utilities by permitting municipalities to participate in adjudicatory hearings related to their service areas, and allowing individuals and municipalities to pursue remedies with the DPU as an alternative to the courts for claims for property damage incurred during gas company roadwork, as well as damage to trees from gas leaks; and

**WHEREAS**, the FUTURE Act will authorize municipalities to procure local or district energy services and to establish an energy microgrid; now therefore be it

**RESOLVED**, that the Wellfleet Select Board go on record in strong support of the FUTURE Act (H.2849/S.1940) and urge the Legislature to pass the bill during the 2019-2020 session; and be it further

**RESOLVED**, That the Town Clerk be and hereby is requested to forward suitably engrossed copies of this resolution to members of Wellfleet’s Legislative Delegation, as well as to House Speaker Robert DeLeo, Senate President Karen Spilka, and Governor Charlie Baker on behalf of the Wellfleet Select Board.

In the Town of Wellfleet  
Adopted by the affirmative vote of \_\_ members

Attest:- \_\_\_\_\_, Town Clerk

A true copy;

ATTEST:-

\_\_\_\_\_, Town Clerk



# MOTHERS OUT FRONT

**MOBILIZING FOR A LIVABLE CLIMATE**

## Our Mission

We build our power as mothers to ensure a livable climate for all children.

## Our Values

### Realizing and Building Power

- Together, we are powerful and we use our power to move decision makers to take actions that will ensure a healthy environment for all children.
- We are led by our membership. Leadership and decision making are shared across the movement, and the process and outcomes are made transparent to our members.
- We build collective and individual power by encouraging personal agency, learning and sharing, innovation and risk-taking.

### Building an Inclusive Community

- We are an inclusive movement where mothers' voices are front and center.
- Our work is impactful because we have a strong community built on relationships, kindness, mutual respect, and collaboration.

### Working for Climate Justice

- In all we do, we keep our mission of a livable climate for all children at the center of our work.
- We lift the voices of those who care for and nurture children so that we are heeded by those in power.
- We focus resources particularly in those communities who suffer the injustices of climate change and fossil fuel use today and have been historically marginalized.

### Persevering with Hope and Urgency

- We act with urgency because we know that climate change is a critical and encompassing challenge of our time.
- We maintain hope by working together on concrete solutions toward a livable climate for all children.
- We do not give up.





## BOARD OF SELECTMEN

AGENDA ACTION REQUEST  
Meeting Date: September 24, 2019

VI

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## SELECTBOARD REPORTS



## BOARD OF SELECTMEN

AGENDA ACTION REQUEST  
Meeting Date: September 24, 2019

VII

# TOWN ADMINISTRATOR'S REPORT

To: Board of Selectmen  
From: Dan Hoort, Town Administrator  
Subject: Town Administrator's Report  
Date: September 20, 2019

This report is for the period September 7, 2019 through September 20, 2019.

### 1. General

- Applications for FY 2020 Affordable Housing Tax exemption are now closed. (7 applicants, 6 qualified)
- Issuing Request for Bids for the Pavilion at Baker Field

### 2. Fiscal Matters

- FY 2021 CIP scheduled for delivery to BOS and FinCom on October 1st
- FY 2021 Budget in progress
- Finalizing submission of FY 2020 tax rate materials

### 3. Meetings

- September 9 – Meeting W.H.A.T
- September 10 - Selectboard meeting
- September 11 – Meeting on phone system update
- September 16 – Staff planning meeting
- September 17 – Site visit to inspect tennis courts
- September 19 – WEA negotiations

### 4. Complaints.

- none

### 5. Personnel Matters:

- Town Accountant starts on September 23<sup>rd</sup>
- DPW Mechanic Warren Silva has retired, our thanks to him for his years of service to the Town.



**BOARD OF SELECTMEN**

AGENDA ACTION REQUEST  
Meeting Date: September 24, 2019

**VIII**

**TOPICS FOR FUTURE AGENDAS**

Requested by:	Topic:	Requested to be on:



# BOARD OF SELECTMEN

AGENDA ACTION REQUEST  
Meeting Date: September 24, 2019

IX

## VACANCY REPORT

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

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

Requesting Appointment: No applications on file

### **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

### **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





# BOARD OF SELECTMEN

## AGENDA ACTION REQUEST Meeting Date: September 24, 2019

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### **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: **One application 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: September 24, 2019

X

### MINUTES

<b>REQUESTED BY:</b>	<b>Executive Assistant</b>
<b>DESIRED ACTION:</b>	<b>Approval of meeting minutes</b>
<b>PROPOSED MOTION:</b>	<b>I move to approve the minutes of September 10, 2019 as amended.</b>
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____

## DRAFT

### Wellfleet Selectboard Meeting Tuesday, September 10, 2019 at 7pm Wellfleet Senior Center

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

**Also Present:** Town Administrator Dan Hoort; Executive Assistant Courtney Butler; Community Services Director Suzanne Grout Thomas; Assessor Nancy Vail

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 that the Massachusetts Shellfish Initiative (MSI) will be holding a Strategic Planning session on September 18, from 7-8:30PM, at the Chatham Community Center.
- Hoort introduced the new Assistant Town Administrator, Mike Trovato.
- Grout Thomas announced the Flu Clinic, for ages 18 and older, will take place at the COA on October 4 from 2-4PM. Please call to make an appointment.
- Audience member Peter Cook, representing the Concerned Citizens for a Sensible Bikeway, told the Board that his group will be submitting a petition to Governor Baker to halt State plans for a Route 6 bike ways project **and to have the State and Town collaborate with better, safer alternatives**. The petition has 1,273 signatures. More information can be found at [www.wellfleetbikepetition.org](http://www.wellfleetbikepetition.org). **He cited a letter sent to the Selectboard from Bob Sloane, a former Massachusetts Secretary of Transportation, encouraging this to be further worked on by the Town, the NPS, and the DOT.**

#### **PUBLIC HEARING**

##### ***Tax Classification Hearing***

Vail presented the annual tax classification hearing, asking the Board to declare the tax rate for FY2020. She first asked the Board to decide if they would maintain a unified tax rate for both commercial and residential properties **and all other classes**. Currently, the split between the two classes is 96% residential and 4%. A shift would place an undue burden of 4% on Wellfleet taxpayers.

Wilson commented that neither she, nor anyone else, has any way of knowing the income of residents/nonresidents in Town. She also noted there is no way of ascertaining how much time a resident or nonresident spends in Wellfleet. Wilson said **residents** can save **much needed** money if they apply for an exemption. **She also knows of non-residents who have had their property tax go way up and that having a second home does not necessarily mean that someone is wealthy. It was pointed out that this comment applied to the residential exemption decision which came next on the agenda, not this one.**

## DRAFT

Carlson said she felt Vail's recommendation about keeping the residential and commercial rates the same was a good one. Wilson agreed.

- Bacon moved to make the Residential Factor the numeral 1 for FY2020.
- Wilson seconded, and the motion carried 5-0.

Vail said there is a residential exemption for those domiciled in Wellfleet. She said this raises the tax rate for all residents, but it is based on an average of the incomes and can be exempt up to 35%.

Carlson noted the high number of second homeowners and the benefit of this exemption for year-round residents. She said this exemption fits with Town goals to retain the middle class. Bacon said a residential exemption will be status quo in the future for coastal resort towns similar to Wellfleet in population which have a number of seasonal residents. She supports the exemption.

DeVasto noted that Wellfleet has one of the lower tax rates in the State. He noted the importance of the exemption and suggested the maximum of a 35% exemption. He said second home ownership has driven up the price of a home for residential families. Vail commented that a jump from 20% to 35%, while in the first year of the program, would be draconian. She noted last year's exemption was for \$832.56 **across the board, for residents. This was based on \$107,705, which was 20% of the average value of all residential properties.** This year's exemption amount would be for \$110,664 resulting in a bigger tax break for residents.

Reinhart asked Vail to describe the process for getting the exemption. Vail said last year, 900 exemptions were given, and those people were asked to bring their paperwork in. She noted that those who do not bring in their documents proving they are domiciled at their resident – the 1<sup>st</sup> page of their MA Tax Return, a copy of their driver's license, and vehicle registration **and other proof, if they only have a P.O. box** – they will not receive the exemption on their fall tax bill. Vail asked that everything be submitted within the next few weeks. Hoort noted that all of that information is on the front page of the Town's website. **She noted that the deadline for qualifying for an exemption is April 1<sup>st</sup>.**

DeVasto clarified that he did not mean that the exemption for 35% should take place immediately.

- Bacon moved to approve the adoption of a residential tax exemption of 20% for FY2020.
- Wilson seconded, and the motion carried 4-1, with Wilson opposed.

Vail presented the Open Space exemption. She noted there is no private open space that would benefit from this, as all open space land is owned by a public group such as the Conservation Trust. No action taken.

Vail presented the Small Business exemption. She noted that a small business is defined as one having less than 10 employees and an assessed value of less than \$1 million. She noted that all Wellfleet businesses are considered small under these parameters. No action taken.

Wilson noted that there was no recommendation from the Board of Assessors. Vail noted that she had learned that the Board of Assessors is not supposed to make recommendations on exemptions. Carlson thanked Vail for her memo.

## **DRAFT**

***Application received August 27, 2019 from Wellfleet SPAT for a one Day Beer and Wine license on Saturday October 12, 2019 from 5 to 8 pm.***

Reinhart asked to also take up SPAT's use of Town property request following their public hearing. The Board agreed.

Michele Insley and Katy Cushman, representing SPAT, presented their request for a one-day beer and wine license for the Art and Oyster Crawl.

Bacon asked if the galleries listed on the application would be serving alcohol. The galleries listed were the Burdick, the Cove, Left Bank, the Harmon and the Works. Insley said yes, they would be hosting beer and wine tastings. Each gallery will also feature a raw bar hosted by a local shellfishermen.

Carlson commented that it was great that SPAT was partnering with the galleries. Cushman said this attracted visitors who may not come during Oyster Fest Wellfleet. Reinhart asked how many restrooms would be provided. Insley said two to three, and they would like to leave them up through Oyster Fest weekend, keeping them locked in between the two events. Insley noted that the event was limited to 100 attendees. Grout Thomas noted that two to three port-a-potties was adequate for 100 attendees.

Bacon asked Hoort about leaving the restrooms up all week. She asked that they be locked during the week. Bacon congratulated Insley on hosting this event again this year.

- Wilson moved to approve a One Day Beer and Wine License on Saturday, October 12, 2019 from 5-8pm for SPAT at the Burdick, Cove, Left Bank, the Works, and Harmon galleries.
- DeVasto seconded, and the motion carried 5-0.

***(USE OF TOWN PROPERTY) Marina and Town Hall parking lots – SPAT on October 12, 2019 from 3-10***

Reinhart discussed the popularity of the holiday weekend and the need for many businesses to have parking during that time. Reinhart asked how many restrooms are provided for OysterFest. Insley said a lot but would have to look at a past invoice to confirm the number. Reinhart noted the benefit of asking attendees to carpool. Insley noted that last year SPAT used the Masons' parking lot, which provided a central location but also had some flaws. She noted the idea of parking at Town Hall, where restrooms and a tent would be placed as well. Reinhart asked Insley about placing the tent at the Masons' lot. Cushman noted that it would be beneficial for the Masons if people parked at their lot and made donations to do so.

Carlson asked about the need for a tent. Insley said the tent is a good gathering spot, where attendees are given information packets and split up to ensure the galleries have equal attendance throughout the night. Carlson noted that the tent would take away more parking spots, when placed with the restrooms as well. Reinhart asked to keep Town Hall parking available for the holiday weekend. DeVasto disagreed, saying parking is staggered throughout the Town. He asked how big the tent would be, Insley said 10' by 20'. Dennis O'Connell, from the Parking Task Force, said a standard parking space is 8' by 18' and that a 10' by 20' tent would only take up 4 spaces.

## DRAFT

Bacon said she has no problem with the request at all and agreed the tent as a central meeting spot was a good idea. Carlson said this is a great event for the galleries and other businesses in Town. Insley said that SPAT could use its own pop up tent, to simplify the matter. DeVasto agreed and suggested placing the port-a-potties in the parking spaces in front of the Customs House.

- Wilson moved to approve the use of Marina and Town Hall parking lots by Wellfleet SPAT on October 12, 2019 from 3-10 PM, per the conditions, if any, as listed on the application form for a fee of \$110.
- Bacon seconded, and the motion carried 5-0.

### APPOINTMENTS/REAPPOINTMENTS

#### *Cape Cod Commission – Dick Elkin or Gerald Parent*

Elkin presented his request to be on the Commission, reiterating his request from the August 27 meeting. He noted his interests in climate action and mitigation and the Herring River Restoration Project. Elkin said that he has made donations in the past to the Friends of the Herring River and contacted an Attorney of the Day at the **Ethics Commission** per Selectperson Wilson's request. They found no conflict of interest. Reinhart noted Elkin's effort on the Solarize Wellfleet program and having a solar array installed at the Transfer Station.

DeVasto asked Elkin about his background in systems engineering for Raytheon. Elkin said it entails learning quickly about diverse subjects and he has knowledge of many technologies. Wilson said she was impressed with his founding the Nauset Neighbors group. Elkin said it has provided 20,000 services to seniors in its 8 years in operation. Bacon noted that Elkin and his wife will be presented with the Barbara Gray Legacy award for their work with the organization.

Parent presented his request to be on the Commission. Carlson asked Parent why he wanted to be the Wellfleet Representative to the Commission. He said he has learned a lot during his 28 years on the Planning Board. Parent noted that the Planning Board has not had a full-time planner since Rex Peterson was the Town Planner. He said he felt his joining the Commission would be a two-way street, noting he could not only bring his skills to the Commission but also take away lessons from the Commission that could assist Wellfleet.

Reinhart noted that one of the Commission's concerns is transportation. She asked Parent his opinion on the Route 6 bike trail/bike lanes, and if it was a good idea to safely make accommodations for cyclists and pedestrians. Parent said he was involved in the early stages of planning with the Commission on the matter. He said he feels that Wellfleet could get more out of the Commission and that sidewalks and planning are a necessity.

Bacon said she was aware that the Commission approached the Planning Board about doing a District of Critical Planning and Concern (DCPC) in Wellfleet a few years ago. She noted Eastham's agreement that will redevelop Route 6 in Eastham and the Commission's efforts to help Eastham create a village setting. Bacon asked Parent why he and the Planning Board turned that opportunity down for Wellfleet when it was offered. Parent said Wellfleet looked at the DCPC and felt that at the particular time the downtown district and Route 6 was protected. He said the problem that arose in Eastham was when Town water was installed. He also noted that Eastham never had a center such as the one that Wellfleet has. Bacon noted 4 marijuana dispensaries going up on Route 6 and a larger Cumberland Farms and that a DCPC would have benefited the Town.

## DRAFT

Wilson thanked Elkin and Parent for applying. She asked Parent what his relationship with the Planning Board would be if he got the appointment. Parent said he hoped nothing would change. Wilson said she wanted to maintain the checks and balances between the Planning Board and the Commission, and therefore would not vote for Parent's appointment. She also noted that, at present, the most important issue for planning is climate change and that Elkin has experience with that.

Reinhart asked Parent his thoughts on the Herring River Restoration Project. Parent said he is not as informed on the subject as he is with other planning issues in Wellfleet. He said the objectives are good but is concerned with potential liabilities and lawsuits that could affect the Town if it is not handled properly, citing his concern that no major insurance company will back the Town currently. He said he was certainly not against it, and not in favor, but will keep an open mind and try to learn as much as possible.

Carlson asked Elkin if he would still plan to be on the Climate Action Committee. He said yes. Carlson said she was torn on choosing an appointee, noting Parent's experience with planning and utilizing resources for Wellfleet. She felt Parent was the stronger candidate for obtaining resources for the Town.

Wilson said she appreciated Parent's concern with representing Wellfleet but that most of the work of the Commission members is not in dealing solely with Wellfleet. Parent said the Planning Board has been trying to get the DOT to look at the traffic patterns in Wellfleet for years but has gotten nowhere on their own. He said he recognized that the role is to look at all Cape towns but he hopes to also look at Wellfleet with their clout to reanalyze some of Wellfleet's problem, as well as Dennis', Harwich's, and Yarmouth's.

DeVasto noted the difference in questions being asked of Parent and Elkin and asked that the candidates be able to answer the same questions. Wilson said she would like to hear Elkin's response to any questions that Parent was asked.

Audience member Steve Oliver said he worked with Parent for a long time on the Planning Board and that he has the best interest of the Town at heart and few people know Wellfleet as well as Parent.

Elkin said his focus was more Cape-wide with Wellfleet's concerns in mind.

- Wilson moved to appoint Richard Elkin as the Wellfleet Representative to the Cape Cod Commission to fill a term ending in 2021.
- DeVasto seconded, and the motion carried 4-1, with Carlson opposed.

### ***(USE OF TOWN PROPERTY) Ponds – Benten Niggel from May – August 2020***

Niggel asked that his request be taken up sooner in the agenda. Niggel presented his request, his business rents kayaks and paddleboards and drops them off at Town landings, ponds, bay beaches, or private residences.

Reinhart asked which ponds he would be using. Grout Thomas noted that for-profit activities are not permitted at Gull Pond, therefore he could not use Gull Pond. She said she had discussed this with

## DRAFT

Niggel previously. Bacon asked that Higgins and Williams ponds be added to the list of ponds Niggel could not use. Grout Thomas said there **could** only **be a** restriction on use of the **Town** landings at these locations.

Reinhart asked Niggel about the drop-off and pick-up processes for the rentals. He described the process for renting from him: a client asks to rent a kayak or paddleboard; they sign a waiver and ask Niggel for a full or half-day rental. He said that dropping off and picking up the equipment takes not much time at all. Niggel said that at no point are the kayaks or paddleboards left unattended and there has been no damage to the properties where they are used. Reinhart asked Niggel if he was looking to use the ponds, primarily. He said that often he delivers to private residences, ponds, and bayside beaches. Niggel said he operates primarily in Eastham.

Grout Thomas said that she wants to regularize the relationship with Niggel, who has **worked for a business that has** provided this service in the past. He has liability insurance that names the Town as the insured. She noted that his drop-off/pick-ups had gone unnoticed in the past, except at Gull Pond where, as she notified him that can't happen.

Wilson asked about the pick-up procedure, noting concern for kayaks being left unattended. Niggel said he negotiates the time slots with renters prior to dropping off the equipment and has not run into kayaks being left unattended. Wilson asked to have Gull, Higgins, and Williams ponds be restricted from use in this request. Grout Thomas said the restriction at Higgins and Williams ponds could only be for vehicle access at the sluice. Grout Thomas said the public landing at Higgins (the sluice) is a Town Landing with no permitted vehicular access.

DeVasto said he believed that the Board could only restrict Town Landings, not the sluice. He noted that there are already a lot of private kayaks at Gull and that anyone could potentially drag a kayak down the sluice at Higgins if they wanted to. DeVasto felt it did not make sense to be restricting a rental company at Higgins or Williams. Bacon noted that these ponds are fragile and there was a bacteria outbreak at Gull Pond and that people do find ways to get into the ponds even with the restrictions in place. She told Niggel that she knew he would do well with this business, even with the restrictions.

Reinhart asked Grout Thomas if she would like to have Higgins and Williams ponds restricted in further applications for dropping off equipment at these locations. Grout Thomas noted that Higgins and Williams are small enough, less than 10 acres, that the Town may not have authority over the activities at the ponds but does have authority to regulate activity the Town landings located at them. She noted that the odds of having a business portage kayaks and boards into Higgins is slim to none, but she would be fine in restricting the sluiceway even though it won't change the use.

Wilson **reported that she has received comments on the environmental destruction from the overuse of the sluice area;** she has heard from residents on these ponds. There was further discussion.

Carlson asked for clarification on where the Board was approving Niggel's use. She asked Niggel how many kayaks and boards he planned to have. He said there are 7 paddleboards, 4 single kayaks, and 2 tandem kayaks. Carlson commended Niggel's entrepreneurial efforts.



## **DRAFT**

Audience member Tim Sayre, who lives on Great Pond, asked the Board to remind Niggel to respectfully drop off kayaks at Town landings. **He described the way people send kayaks down hill alongside the stairs at Great Pond, damaging the vegetation.**

Reinhart asked that the fee be determined at a later time.

- Wilson moved to approve the use of Town landings at Wellfleet ponds, the Harbor, and Cape Cod Bay with the exception of the landings at Gull and Higgins Ponds, from May to August 2020 by Benton Niggel, per the conditions, if any, as listed on the application form for a fee to be determined.
- Bacon seconded, and the motion carried 5-0.

### ***Local Comprehensive Planning Committee – Suzanne Grout Thomas, Jennifer Wertkin, Jay Norton, Mac Hay, Janet Lesniak, Bonnie Shepard, Jay Horowitz, Janis Plaue***

Butler noted that the Housing Authority will choose a representative for appointment at their next meeting.

- Bacon moved to appoint Suzanne Grout Thomas, Jennifer Wertkin, Jay Norton, Mac Hay, Janet Lesniak, Bonnie Shepard, Jay Horowitz, and Janis Plaue to the Local Comprehensive Planning Committee for a two-year term.
- Wilson seconded, and the motion carried 5-0.

### ***Board of Health – Jed Foley***

Wilson thanked Foley for applying to the Board.

- Bacon moved to appoint Jed Foley to the Board of Health for a term to expire on June 30, 2022.
- DeVasto seconded, and the motion carried 5-0.

## **USE OF TOWN PROPERTY**

### ***Mayo Beach – Wellfleet Conservation Trust on October 14, 2019***

O’Connell presented the request, saying this event is part of the Coastsweep program. More information can be found at [www.wellfleetconservationtrust.org](http://www.wellfleetconservationtrust.org).

Bacon asked to have the fee waived.

- Bacon moved to approve the use of Mayo Beach by the Wellfleet Conservation Trust on October 14, 2019, from 8:30AM to 12 Noon per the conditions, if any, as listed on the application form, for no fee.
- DeVasto seconded, and the motion carried 5-0.

## **BUSINESS**

### ***Approval of Assistant Town Administrator contract***

Wilson asked that there be an administrator available at Town Hall at all times. Hoort said that is always the goal but it is not something that would be put into a contract.

## DRAFT

- DeVasto moved to approve the contract for the Assistant Town Administrator and authorize the Town Administrator to sign the contract.
- Wilson seconded, and the motion carried 5-0.

### ***Lower Cape Housing Institute Presentation***

Andrea Aldana, from the Community Development Partnership (CDP), presented information about the Lower Cape Housing Institute. A slideshow was provided to the Board and can be found on the Board's page on the website, in the agenda packet for this meeting. The Institute will take place on Wednesday evenings from Oct. 2 to Nov. 6 from 6:30 to 8:30 PM at the Eastham Library. Sessions include:

- October 2<sup>nd</sup>: The Lower Cape Housing Landscape
- October 9<sup>th</sup>: Municipal Planning for a Shared Community Vision
- October 16<sup>th</sup>: Setting Your Town Up for Success
- October 23<sup>rd</sup>: Zoning for Housing to Protect Open Space
- October 30<sup>th</sup>: Analyzing Optimal Locations
- November 6<sup>th</sup>: Crossing the Finish Line

Those interested in attending one or more sessions can register on the CDP website at [www.capecdp.org](http://www.capecdp.org)

Other upcoming events include:

- Lower Cape (Brewster, Chatham, Harwich, and Orleans) Peer Group Meeting on November 12 from 3-5PM at the Harwich Community Center.
- Outer Cape (Eastham, Wellfleet, Truro, and Provincetown) Peer Group Meeting on November 14 from 3-5PM at Preservation Hall. This meeting will look at Provincetown's Housing Strategies.

Reinhart commended Aldana and the CDP on all of their efforts.

### ***Selectboard Marijuana Policy Review***

Wilson asked that this be discussed after Town Counsel has looked at the draft policy. There was no discussion.

### ***Marijuana Cultivation-Host Community Agreement - Patrick Kemple & Ennie MacDonald***

Postponed, per Counsel's recommendation.

### ***Review of FY 2021 Budget Policy – draft, first reading***

Hoort said a lot of the policy stays the same from year to year. Wilson asked what an unclassified account was. Hoort said an unclassified account includes items such as health insurance, retirement assessment, and property insurance. Wilson asked if there could also be a bullet item in the policy asking Department Heads to look for grants. **Hoort said yes.** She also asked about the Finance Committee Reserve Fund and Free Cash Balance and if \$97,580 for the Reserve Fund and \$878,213 for Free Cash were appropriated at the 2019 Town Meeting. Hoort said the Reserve does get appropriated at Town Meeting and it will be included in the budget, but the Board was looking at the goals for 2021. He noted that the Free Cash Balance is something that the Town internally strives for and does not need a Town Meeting vote until an expenditure is being sought.

## **DRAFT**

Hoort said an approval for this Budget Policy will be sought at the next meeting.

### ***Review of FY 2021 Annual Budget & 2020 Annual Town Meeting schedule***

Hoort said this is a standard schedule and that he and Reinhart have discussed having a joint meeting with the Finance Committee as they have done in the past. He said the Committee will not approve budgets at this joint meeting but will be reviewing them with the Board.

Bacon asked Hoort when the start time for Selectboard meetings will change. Hoort said the first meeting in November.

### ***Selectboard FY2020 Goals Update***

Wilson noted she preferred to have the individual goals of the Selectboard members be included in the packets, not only the consolidated list of goals that Butler provided. Bacon agreed. Butler said she would provide individual goals to all members.

Wilson asked that her initials be added to the goals listed as under Property and Buildings, under “Bike trails and lanes/path” and under General “Recreation: Work with the national seashore to increase recreational opportunities including bike trails and parking areas”. She asked that her goal of “land use” under “Environment” be worded as “Work with the National Park Service to look at land swaps”.

Reinhart asked to have a work meeting to discuss flood mitigation, storm drainage, and other management plans. Bacon asked to include the Natural Resources Advisory Board and Conservation Commission in this.

Wilson noted that one of her goals was to “Include sea level rise and climate change when considering all long-term land-use decisions. Every time.” She noted that this includes Department Heads and Committees and Boards as well.

Carlson asked to discuss the goals at a future work meeting.

DeVasto noted there is a Coastal Resiliency Grant that is available as well.

## **SELECTBOARD REPORTS**

There were no reports.

## **TOWN ADMINISTRATOR’S REPORT**

This report is for the period August 24, 2019 through September 6, 2019.

1. General
  - Applications for FY 2020 Affordable Housing Tax exemption are now closed.
2. Fiscal Matters
  - FY 2021 CIP in progress
  - FY 2021 Budget in progress
  - Hired outside CPA firm to assist until we have Town Accountant
3. Meetings
  - August 27 – Meeting w resident regarding zoning issue

## **DRAFT**

- August 27 – Selectboard meeting
  - August 28 – Meeting w resident regarding COMCAST coverage
  - August 29 & 30 – vacation days
  - September 3 – Meeting with seasonal employee
  - September 5 – Opening ceremony at Wellfleet Elementary School
  - September 5 – Meeting w resident and building inspector regarding zoning issue
4. Complaints.
- none
5. Personnel Matters:
- Town Accountant to start on September 23<sup>rd</sup>
  - Assistant Town Administrator started working on September 3<sup>rd</sup>

Bacon asked Hoort if he had met with a resident who had a Zoning complaint. He said yes and that he set a meeting with the resident and the Building Inspector and a resolution is on the way.

DeVasto asked if it was in the Board's purview to discuss Zoning matters related to residents. Wilson noted that the matter came to the Board in a letter and so they could discuss the matter here, under Correspondence. DeVasto was also concerned with discussing neighbor disputes.

### **TOPICS FOR FUTURE DISCUSSION**

- Carlson asked to visit the Selectboard Goals at a future work meeting.
- Reinhart asked to schedule regular work meetings for the 3<sup>rd</sup> Tuesdays of the month during October – December.
- Carlson asked for a policy detailing how to address complaints by one resident against another.
- Bacon asked to discuss the status of the Town hiring a water consultant.
- Bacon asked for the Arbor Committee to come back with a plan for the Town Hall Lawn.
- Bacon and Wilson asked to discuss a policy for taping meetings, which was previously discussed at the June 25<sup>th</sup> meeting.
- Bacon noted that the 95 Lawrence Road Task Force will be coming forward with an RFP presentation in October or November.
- Wilson asked to discuss the vacancy of an Animal Control Officer.
- Wilson asked for an update on the electric vehicle charging stations at Town Hall.
- Reinhart asked for an update on dredging.
- DeVasto asked for a discussion about Article 44 and the request for the Board to write a letter in regard to the bike path, prior to the October meeting with the DCR and DOT.

### **CORRESPONDENCE AND VACANCY REPORT**

Wilson noted a letter received from a resident about a dog that has been barking frequently and causing a nuisance. She noted the Town Noise Bylaw and that the Police can respond to this issue and enforce that policy. Carlson said she is uncomfortable with the Board discussing this, saying that it is a one-sided detail of events and would like more information. Reinhart said a noise violation should be reported to the Police. Carlson said she was not sure this was a noise violation. There was further discussion. Hoort said he would follow up with Chief Fisette on this matter.

### **MINUTES**

## **DRAFT**

***August 27, 2019***

Bacon asked Butler to refer back to the recording and adjust her comments related to accurately reflect her statement, located in the last paragraph with regard to the *Changes to Shellfish Regulation 7.19.5. Overwintering of Equipment on Grants*.

Reinhart asked that her discussion about dredging, under Selectboard Reports – first paragraph, be amended to exclude stating that she met with GEI, as she only met with the Harbormaster.

- Wilson moved to approve the minutes of the August 27, 2019 as amended.
- Bacon seconded, and the motion carried 5-0.

### **ADJOURNMENT**

- Bacon moved to adjourn.
- Wilson seconded, and the meeting adjourned at 9:55 pm.

Respectfully submitted,

Courtney Butler,  
Secretary

### **Public Records Material as of 9/6/19**

1. Public Hearing Papers – Tax Classification Hearing and Application from SPAT for one-day Beer and Wine license on Saturday, October 12, 2019
2. Appointment Papers for Richard Elkin, Gerald Parent, Suzanne Grout Thomas, Jennifer Wertkin, Jay Norton, Mac Hay, Janet Lesniak, Bonnie Shepard, Jay Horowitz, Janis Plaue, and Jed Foley
3. Use of Town Property Applications from Wellfleet Conservation Trust, SPAT, and Benton Niggel
4. Assistant Town Administrator contract
5. Lower Cape Housing Institute presentation
6. Selectboard Marijuana Policy – draft
7. Marijuana Cultivation – Host Community Agreement with Patrick Kemple and Ennie MacDonald
8. Draft FY 2021 Budget Policy
9. Draft FY 2021 Annual Budget and 2020 Annual Town Meeting schedule
10. Selectboard FY 2020 Goals
11. Town Administrator's Report
12. Correspondence and Vacancy Report
13. Draft minutes for August 27, 2019





# BOARD OF SELECTMEN

AGENDA ACTION REQUEST  
Meeting Date: September 24, 2019

XI

## ADJOURNMENT

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

