



Wellfleet Selectboard

Note: Start Time of 6pm

The Wellfleet Selectboard will hold a public meeting on **Tuesday, December 8, 2020, at 6:00 p.m.** This meeting will be held via **Zoom Video Conference** in accordance with the temporary suspension and enhancement of the Open Meeting Law requirements by Governor Baker. Instructions for a Zoom video conference meeting which also allows phone dial-in are given below:

1. Watch a livestream on Wellfleet's YouTube Channel located at the following link:
www.youtube.com/c/wellfleettownmedia.
2. Join the meeting hosted in Zoom by using the following link:
<https://zoom.us/j/98788085014?pwd=VjN4bGtBaml4YmtGQjNiZEFUVk1QZz09>
3. Audio, video, chat, and screen sharing functions will be disabled during the public session. Request to participate by using the "raise hand" function. **Meeting ID: 987 8808 5014 | Passcode: 063835**
 - a. Raise hand in smartphone app – touch bottom of your screen and select "more" - hit "raise hand" button
 - b. Raise hand on computer – hit "participants" button on bottom of screen – hit "raise hand" button on bottom of participants panel
 - c. Please make sure you properly identify yourself before speaking, rename yourself by selecting the participants button and choosing "more" (or by holding down on your name on a smartphone app) and selecting "rename" - full, legal names only.
 - d. Please join the meeting on time.
4. You may also listen to the meeting by calling in on a phone to +1 929 205 6099 and enter **Meeting ID: 987 8808 5014 | Passcode: 063835** Landline callers can participate by **dialing *9 to raise their hand**.
5. You may submit questions and comments to the Town using the following email:
executive.assistant@wellfleet-ma.gov Comments made during the meeting via e-mail will be sent to Selectboard members AFTER the meeting.
6. Meeting materials are attached to this agenda, available online at Wellfleet-ma.gov. It is recommended that phone participants access materials in advance of the meeting.
7. **Please follow the following general instructions:**
 - a. Keep your phone muted at all times when not talking; no one is allowed to unmute themselves during the meeting.
 - i. Selectboard meetings are NOT interactive. If public comments are allowed that's all, comments only, not questions.
 - ii. If the Chair is allowing comments during the meeting the number of comments will be limited and may be **no longer than one minute**.
 - b. Do not use speakerphone; do not use Bluetooth devices; mute all background noise.
 - c. Please do not speak until the Chair asks for public comments or questions and you have been recognized by the moderator and unmuted.
 - d. After the business section is complete no public comments are permitted. Future agenda items are from the Selectboard, no one else.
8. It is anticipated that the meeting will be recorded by the Town. Anyone else desiring to record the meeting may do so only after notifying the chair and may not interfere with the conduct of the meeting in doing so.

I. Announcements, Open Session and Public Comments

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

II. Use of Town Property

- A. Wellfleet Shellfish Farmers Market at Marina Parking Lot – Shellfish Department
- III. Board/Committee Appointments and Updates**
 - A. Community Preservation Committee Annual Needs Hearing
 - B. Board of Trustees for the Municipal Housing Trust – Elaine McIlroy, Gary Sorkin, Kathleen Nagle, Sharon Rule-Agger, Harry Terkanian
 - C. Planning Board (alternate) – Steve Oliver
 - D. Disclosure of Conflict of Interest – Lydia Vivant, Historical Commission
- IV. Business**
 - A. Review, Approve and Sign the Contract with Environmental Partners for Engineering Services related to the Replacement of the Coles Neck Water Main and the Water System Expansion
 - B. Beach Rules and Regulations (amended) [Beach Director]
 - C. Five Year Fee Schedule (2022 to 2026) [Beach Director]
 - D. Summer 2020 Beach Report [Curley]
- V. Discussions and Updates on Town Finances**
 - A. Finances Update
 - B. Finances Investigation Update and Discussion
 - C. Vehicle Capital Improvement Plan Requests, Replacement Cycle, and Selectboard Policy on Vehicle Rollover [Curley]
- VI. COVID-19 Updates and Recommendations**
- VII. Selectboard Reports**
- VIII. Town Administrator’s Report**
- IX. Topics for Future Discussion**
- X. Correspondence and Vacancy Reports**
- XI. Minutes**
 - A. November 24, 2020
 - B. December 3, 2020
- XII. Adjournment**



SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: December 8, 2020

II

USE OF TOWN PROPERTY – A

REQUESTED BY:	Principal Clerk
DESIRED ACTION:	Wellfleet Shellfish Farmers Market at Marina Parking Lot – Shellfish Department
PROPOSED MOTION:	I move to approve the use of the Marina Parking Lot by the Wellfleet Shellfish Department on Saturdays from December 2020 through May 2021, subject to the conditions, if any, as listed on the application form for a fee of \$110.
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____

APPLICATION FOR PERMIT TO USE TOWN OWNED PROPERTY

TOWN OF WELLFLEET
300 MAIN STREET
WELLFLEET, MA 02667

Applicant WELLFLEET SHELLFISH DEPT. Affiliation or Group Town of Wellfleet
Telephone Number 508-349-0325 Mailing Address 300 MAIN ST.
Email address nailey.civetta@wellfleet.ma.gov WELLFLEET, MA 02667
Town Property to be used (include specific area) MARWA PARKING LOT

Date(s) and hours of use: 12-2pm on Saturdays: 12-12, 12-19, 12-26(7), 1-2(7), 1-9-20
1-16-2021, 1-23-2021, 1-30-2021, 2-6-2021, 2-13-2021, 2-20-2021, 2-27-2021, 3-6-2021, 3-13-2021,
Describe activity including purpose, number of persons involved, equipment to be used, parking arrangements, food/beverage service, etc. Also, please indicate if fees will be charged by applicant. 3-20-2021,
3-27-2021,
4-3-2021,
4-10-2021,
4-17-2021,
4-24-2021,
5-1-2021

This will be a farmers market with shellfish from local farmers and wild harvesters. They will sell shellfish from ice chests in their vehicles to the public. There maybe a limit of 10 shellfishermen/week. See attached proposal (not final approved yet)

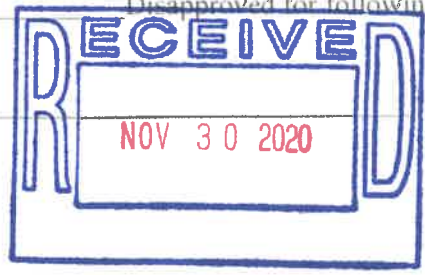
Describe any Town services requested (police details, DPW assistance, etc.)
We will work with Harbor masters to set up in location they prefer. We will work with Health Dept. on permits necessary. We hope we won't need police details.

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

Action by the Board of Selectmen:

_____ Proof of Insurance Required
_____ Approved as submitted
_____ Approved with the following condition(s): _____

_____ Disapproved for following reason(s): _____

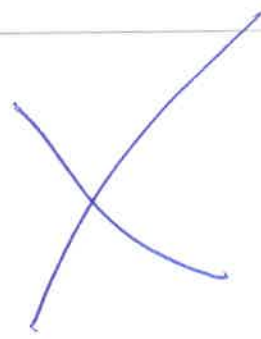


Date: _____ Processing Fee: \$50.00
Fee: \$110.00

APPLICANT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSPECTIONS

Health/Conservation Agent:
12/1/20
Comments/Conditions:
Working w/nancy to address
Permits/Inspections needed: various issues

Inspector of Buildings:
Comments/Conditions:
Permits/Inspections needed:

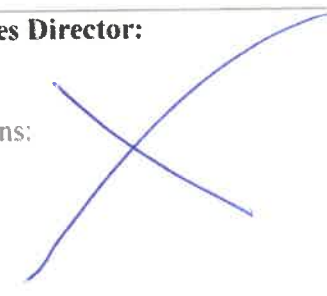


Police Department:
12/1/20
Comments/Conditions:
okay. Let them know of any
help needed w/potential
traffic concerns

Fire Department:
12/1/20
Comments/Conditions:
okay

DPW:
12/1/20
Comments/Conditions:
okay

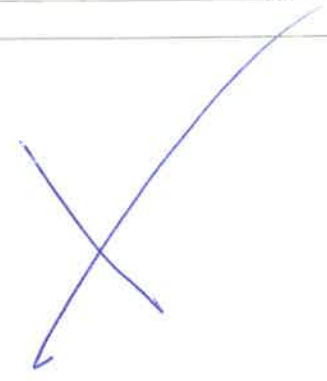
Community Services Director:
Comments/Conditions:



Harbormaster:
Comments/Conditions:
OK
Michael [Signature] 12/2/20

Shellfish:
Comments/Conditions:

Recreation:
Comments/Conditions:



Town Administrator:
Comments/Conditions:





Wellfleet Shellfish Department



300 Main Street, Wellfleet, Massachusetts 02667

To: Dan McKiernan, Director, Mass. Division of Marine Fisheries
Michael Moore, Director, Food Protection Program, Mass. Department of Public Health

CC: Jeff Kennedy, Shellfish Program Lead, Mass. Division of Marine Fisheries
Eric Hickey, Assistant Director, Food Protection Program, Mass. Department of Public Health

From: Nancy Civetta, Town of Wellfleet Shellfish Constable
John Mankevetch, Town of Wellfleet Assistant Shellfish Constable
Chris Manulla, Town of Wellfleet Deputy Shellfish Constable

Date: November 30, 2020

Re: Operations Plan for a series of direct sales events from shellfishermen to the public via a licensed wholesale dealer

The Town of Wellfleet Shellfish Department (WSD) has been speaking with shellfishermen in our community over these past months during the pandemic caused by COVID-19. The pandemic has affected oyster sales in particular, but many shellfishermen are feeling the decline in markets directly in their pockets. They are desperately looking for ways to make sales directly to consumers, which we know is not possible under current statute and regulations. We have been conducting preliminary analyses and through conversations with state personnel at the DMF and DPH and licensed shellfish dealers, we think we have discovered a pathway to achieving this goal within the structure of the current regulations.

We ask you to review the following implementation protocols and provide us with feedback. We propose weekly "Shellfish Farmers' Market" events (without shucked product) in compliance with DPH and DMF's joint Shellfish at Farmers' Markets Policy (SF-10). The events would take place from noon to 2 p.m. on Saturdays at the Wellfleet Town Pier starting as soon as possible (target: December 12) and tentatively concluding on Saturday, May 1, 2021. All shellfish harvester participants will have valid state shellfishing permits and be in good standing with the Shellfish Department and the Town of Wellfleet. Not only will these events help our shellfishing community financially, but they will also serve to strengthen the Wellfleet brand and provide the local community with enhanced access to high-quality protein that is locally and sustainably sourced.

1. The Wellfleet Shellfish Department will coordinate participation by shellfish harvesters, exploring limits on how many can participate and on how much shellfish can be sold each week.

wellfleet-ma.gov/shellfish-department

Phone (508) 349-0325



Fax (508) 349-0305

2. The Wellfleet Health Department will issue Temporary Food Service permits to shellfish harvesters for free.
3. On the Friday before, shellfish harvesters will deliver oysters and other shellfish directly from the harvest area to a licensed dealer in 100-count bags. The dealer will conduct a transaction in compliance with DPH's 105 CMR 500 regulations.
4. All DMF-required tagging regulations for harvested shellfish will be followed by shellfishermen and overseen by Wellfleet Shellfish Department. Trip level reports will be filed both by harvesters and the dealer as typical according to DMF 322 CMR 16 regulations.
5. The dealer will receive the shellfish, re-tag it and report it to the SAFIS database in full compliance with HACCP handling, temperature control and record-keeping standards. The dealer will charge the harvester \$5 per 100-count bag of oysters ensuring traceability and tracking harvest. (*We are waiting to hear about other product fees, i.e. quahogs, soft shells, etc.*).
6. On the Saturday morning of the event, the licensed, wholesale shellfish dealer will deliver each participant's own product to them at their vehicle at the Wellfleet Marina with an attached dealer tag. Each harvester will be required to sell the shellfish from ice-filled vats or coolers that meet the state standard of adequate icing.
7. The dealer will remain on site for the entire event, overseeing all operations, and assisting with any additional needs, shellfish sales, tracking logs, etc.
8. The Shellfish Department will inspect each shellfisherman and his/her product on ice for compliance.
9. Upon arrival, there will be a Town representative to direct vehicles to where the shellfishermen that they have pre-ordered from is located.
10. Buyers will be required to bring coolers with ice or ice packs in their trunks.
11. The Shellfish Department will make sure that all COVID-19 protocols are followed both by sellers and the general public that arrives to purchase shellfish.
 - COVID-19 protocols:
 - a. People will arrive in their vehicles and stay in their vehicles.
 - b. When they arrive at their shellfisherman of choice, they will pop open their trunks so the shellfisherman can put his/her product there.
 - c. The shellfisherman will accept payment through the driver's window (if they haven't already paid in advance) and collect information (name and town of residence) for a log for DMF traceability.
 - d. The driver will then exit the market.
12. Shellfish harvester responsibilities:
 - a. Initiate advance sales of their product through online means or via cell phone or social media sign up.
 - b. Keep a log with the dealer tag lot number, names and towns of residence for all purchasers and retain a copy in his/her records for 90 days.
 - c. Provide a copy of the above log to DMF and WSD each week. (*Is this necessary?*)
 - d. Retain dealer tags for 90 days.
 - e. Give each purchaser their contact information, whether handwritten or a business card or a tag attached to the bag of shellfish.

- f. Should a harvester have leftover product that s/he did not sell, we will ask them to fill out the DMF resubmergence paperwork (see attached) and keep them on a specific area of their grants for ten days under the strict supervision of the Shellfish Department, which will monitor in details all resubmergence activities.
 - g. Wild harvesters with leftover product will donate it to the WSD to put on our propagation bed or into an area currently closed to shellfish harvesting.
 - h. Outreach to family, friends and neighbors about their participation in the markets to inform them about their sales opportunities and requirements as well as protocols for attending the market, all sales methods and payment collection, and promotion of their participation, family story and product.
 - i. Commit to bringing only A Grade product to the market to uphold Wellfleet oyster and shellfish brand names and to provide consumers with the best experience possible to create loyalty to Wellfleet shellfish in their buying and dining habits from now on.
13. Shellfish harvesters will be allowed to put up small amounts of signage to promote their product, but everything must be sold out of the ice vats in their vehicles (tailgates as opposed to booths).
14. To ensure the success of these events, we will build a partnership of entities that can help us promote them.
- a. Wellfleet Shellfishermen's Assn., Wellfleet SPAT, Barnstable County Extension's Buy Fresh, Buy Local Program and the DMF Seafood Promotion Program have offered to help.
 - b. There are many Facebook pages in Wellfleet, as well as Buy Local Cape Cod Seafood and other fishermen pages where we can disseminate the information and protocols for the public.

We look forward to hearing your thoughts and thank you for your prompt attention!

Sincerely,



Nancy Civetta



Massachusetts Department of Public Health
Bureau of Environmental Health
305 South Street
Jamaica Plain, MA 02130-3597
(617) 983-6712 (617) 983-6770 - Fax

Food Protection Program Policies, Procedures and Guidelines

Issue: Shellfish at Farmer's Markets

No: SF-10

Background

Currently, the Massachusetts Regulation 105 CMR 500.000 and the *Supplemental Regulations for Fish and Fishery Products* at 105 CMR 500.020 and 500.021 prohibit the sale of shellfish at farmer's markets. However, the Massachusetts Department of Public Health (DPH) and the Massachusetts Division of Marine Fisheries (DMF) have agreed to establish a joint policy to allow wholesale shellfish dealers to obtain a Massachusetts retail seafood dealer permit and allow the sale of shellfish at farmer's markets.

The scope of the policy also includes aquaculturists who hold a wholesale dealer permit or aquaculturists who are supported, through a business relationship, by an existing licensed wholesale dealer. The vendors selling shellfish and/or other seafood products also are required to obtain a retail food permit from the local board of health (in accordance with Massachusetts 105 CMR 590.000 – *Minimum Sanitation Standards for Food Establishments*).

Massachusetts Regulations 105 CMR 500.021(B)(2) currently prohibit the sale of shellfish from vehicles. The regulations restrict the retail sale of shellfish to fixed facilities in order to establish an environment which will facilitate the recordkeeping of harvest areas and dates in the event of a foodborne illness outbreak or harvest closure order, and to prevent the sale of shellfish from vehicles that may sell in multiple locations.

In reference to *only* this farmer's market policy (SF-10) and in accordance with procedures outlined in this document, the Massachusetts DPH and DMF will allow wholesale dealers to sell shellfish at a farmer's market.

Wholesale dealers who sell shellfish at farmer's markets are required to hold a state "retail seafood dealer" permit, a permit which is jointly issued by the Massachusetts DMF and Massachusetts DPH. This permit may be approved by the Massachusetts DMF/DPH for multiple farmer's market locations and dates for one market season. In addition, a "retail food permit" (issued in accordance with 105 CMR 590.000) must be obtained from each local Board of Health in which the shellfish vendor intends to operate.

A local Board of Health may not license shellfish vendors at a farmer's market as a "mobile food operation," nor may the local Board of Health issue a retail food permit if the vendor does not have a state retail seafood dealer permit.

The Massachusetts DPH Food Protection Program (FPP) will provide technical assistance to industry and local Boards of Health who participate in the shellfish at farmer's market program.

Prior to final approval for a state retail food dealer permit, the FPP will conduct plan reviews and reviews of local Boards of Health vehicle inspections. After applying for the retail seafood dealer permit for the farmer's market, the vendor is also required to apply for a retail food permit (in accordance with 105 CMR 590.000) from the appropriate board of health.

The local Boards of Health have the primary responsibility for the enforcement of the state sanitary code at farmer's markets. The Massachusetts DPH and DMF may take further action to suspend or revoke permits or impose fines on retail/wholesale seafood dealer permit holders based on verification of the local Board of Health findings of non-compliance with 105 CMR 590.000. Failure to comply with all applicable regulations, permit conditions and the terms outlined regulation and in this policy (SF-10) may result in the suspension of a retail/wholesale dealer conditional permit to operate at farmer's markets. Local Boards of Health should immediately notify the Massachusetts DPH and/or the DMF of non-compliant operators, as well as the knowledge of shellfish vendors operating without valid current state permits.

Wholesale dealers (including aquaculturists) may apply for a state retail seafood dealer permit for farmer's markets if they have:

- A written operational and HACCP plan which has been reviewed by the Massachusetts Food Protection Program (FPP) and local Board of Health (BOH). This requirement is to ensure that the applicant has evaluated and minimized all food safety hazards associated with the activity.
- Complete documentation that:
 - (1) the FPP and BOH have determined that the applicant has a thorough record keeping system and identifies shellstock brought to market, sold at every market event, and returned to the facility after every event,
 - (2) the shellfish farmer has implemented operational and HACCP plans that control for food safety hazards. These plans must be reviewed and approved by the FPP and BOH,
 - (3) assures that the shellfish is transported in insulated and mechanical refrigeration, and
 - (4) the refrigeration, ice, or other approved temperature control is used at the farmer's market.

Additional materials required for approval include:

- Copy of the farmer's market contract that includes the market master contact information and telephone number.
- Seafood dealer emergency mobile telephone number.

- Vehicles used in the transport of wholesale seafood must be equipped with mechanical refrigeration, and be identified with the name and permit number of the permit holder (in accordance with 105 CMR 500.020(E)).
- Other information requested by DMF and/or DPH.

The local Board of Health retail food application review process must include (as applicable):

- Food source (approved sources). Applicants must hold a valid current wholesale dealer permit from the Massachusetts DMF. Any questions about the permit status may be directed to the Massachusetts DMF or DPH.
- Base of Operation (as noted on the wholesale dealer permit).
- The local Board of Health will determine what, if any, restrictions on food service and value-added service may be permitted by the vendors at the market, e.g., half shell/shucking for sampling and/or demonstration.
- Labeling: shellfish tags must be available and maintained for a minimum 90 days.
- Protection from contamination: including from the environment, people, other raw animal foods, ice source, toxic chemicals, dirty containers and the transportation vehicles.
- Protection from growth of micro-organisms (temperature control must be maintained at 41°F or below). Shellfish must be transported in insulated mechanical refrigeration. For display purposes at the farmer's market, potable ice or other adequate cooling devices may be used in lieu of mechanical refrigeration. Refrigeration units on vehicles are required. Note: shellfish that have been at markets may not be returned to grant sites after conclusion of the markets.
- Proper disposal of ice and melting ice water.
- Shellfish records (as evaluated by the local Board of Health and/or the FPP during the wholesale dealer inspections). Wholesale dealers must identify the shellfish harvested, sold and/or returned to the wholesale dealer location in ledgers, retain shellfish tags for a minimum of 90 days, and provide customers with receipts that identify the source and other harvest information as required by law.
- Cleanliness and maintenance of sanitary facilities, if the facilities are required by the local Board of Health.
- Determination of the level of operator knowledge based on code compliance performance. Any questions related to compliance history of a particular applicant may be referred to the DPH Seafood Unit at: 617-983-6712.
- Certification as a food protection manager is recommended, but not required.



**Massachusetts Division of Marine Fisheries
Return of Cultured Product to Permitted Aquaculturists by Original Dealer
(Form NOT to be used during Massachusetts *Vibrio* Control Season)**

Name of Aquaculture Permit Holder: _____

DMF Aquaculture Permit Number: _____

DMF Commercial Permit Number: _____

Name of Original Dealer Requesting to Return Shellfish: _____

Dealer Permit # of Original Dealer Requesting to Return Shellfish: _____

Reason provided for Return: _____

Original Harvest Date of Returned Shellfish: _____

Species of Shellfish: _____

Count of Returned Shellfish: _____

Original Harvest Area of Returned Shellfish: SGA: _____ Lease Site #: _____

Is the original harvest area currently in the Open _____ or Closed Status _____?

What is the date the shellfish will be returned to the original harvest site? _____

Will the shellfish be held at any land-based location other than the original dealer prior to return to the original harvest site? Yes _____ No _____. If Yes, where (physical address): _____

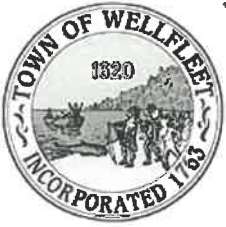
(Shellfish may only be held at land-based locations authorized on your DMF aquaculture permit for overwintering)

Method of tagging and segregation of returned shellfish: _____

I certify under pains and penalties of perjury that I will adhere to the following conditions:

1. All product shall be returned to the original harvest site or placed in an approved overwintering facility.
2. All product will be segregated and held on the original license site for no less than 10 days prior to harvest and sale to a wholesale dealer for consumption.

Electronic Signature: _____



SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: December 8, 2020

III

BOARD/COMMITTEE APPOINTMENTS AND UPDATES - A

REQUESTED BY:	Mary Rogers, CPC Coordinator
DESIRED ACTION:	Community Preservation Annual Needs Hearing
PROPOSED MOTION:	N/A – Discussion
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____

2020 NEEDS LIST

Community Housing

1. Continue work to create 120 units of affordable housing to meet the needs of low and moderate income residents to meet the State guideline of having 10% of year-round housing be affordable
2. Complete the development of up to 46 units of affordable rental housing at 95 Lawrence Road
3. Complete development of 8 units of rental housing on Paine Hollow Rd.
4. Complete development of 4 Habitat homes for ownership on Old King's Highway
5. Pursue development of one home on Freeman Ave. parcel
6. Seek Community Preservation Funds, other local, State and Federal funds, and grants to secure an adequate funding base for the Affordable Housing Trust Fund to support a range of housing initiatives
7. Identify and request Town owned land for development of community housing
8. Identify private land for purchase and development of ownership and rental homes.
9. Work with the Planning Board to develop an Accessory Dwelling Program (ADU) in addition to the existing AADU program to create more housing options.
10. Rally public support, understanding and creative involvement in affordable housing initiatives.

Historic Preservation

1. Historic Places
 - a) Comprehensive update of Wellfleet's historic properties binder 'Form B' inventory sheets – most sheets date from 1989
 - b) Signs identifying "Points of Historical Interest" (as seen from the Marina)
 - c) Locate and map historic brooks and springs
 - d) Wellfleet Schoolhouses: A Survey
 - e) Billingsgate Island (identify relocated buildings)
 - f) Explore options for preserving the former Cahoon Hollow U.S. Life Saving Station which is in danger of falling into the ocean. Note: this is a privately-owned historic building (Beachcomber)
2. New England Industries (Wellfleet and the Region)
 - a) Shipbuilding: Then and Now (document the region's vanishing wooden fishing [trawlers])
 - b) Cranberry Bogs: Then and Now (monograph)
 - c) Fire and Ice: Ice Houses and Finnish Saunas (monograph)
 - d) Create an online Historical Maps Room (paper copies, optional)
3. Cultural History
 - a) Update 2005 Guide to Monuments, Memorials, and Burying Grounds
 - b) Document Wellfleet's Native American Cultural History and
 - c) Identify and map local Paths, Cart Ways, Historic Vistas
 - d) A Survey of Local Slang / Place Names
 - f) Women's Christian Temperance Union water fountain at Town Hall (plaque)
 - g) Digitize Town of Wellfleet Photograph Collection

2020 NEEDS LIST

Open Space

1. Preserve threatened resources especially in ACEC land.
2. Protect regional water supply/aquifer.
3. Protect regional wetlands and bordering areas.
4. Protect shellfishing/wildlife habitat.
5. Preserve special and unique native vegetation.
6. Provide links with existing conservation land for wildlife corridors.
7. Protect from development and for limited and appropriate public access land near ocean, bay and ponds.
8. Seek land for passive recreation.
9. Continue to educate the population regarding the benefits of conservation, and the relationship between excessive growth and ground water quality, waste disposal, harbor health, natural resources and town character.

Recreation

1. Purchase stage for the Baker's Field Pavilion that is adequate for live and streaming classes and performances that is adjustable and adequate for uneven surfaces.
2. Replace the bandstand at the end of the pier.
3. Re-Seal the Basketball Courts.
4. Construct a Bocce/ Boule Court
5. Continue current programs while exploring new ways to serve the recreational needs of the town's citizens of various ages given current growth and changing demographics
 - Contribute to community efforts to construct a dog park
 - Contribute to regional effort to extend bike trail from Wellfleet-P-Town.
 - Contribute to regional effort to build a Community Center possibly encompassing the Towns of Wellfleet, Eastham and Orleans which could include an indoor swimming pool and indoor pickle ball courts.
6. Coordinate with town members, existing groups, departments and institutions in the active pursuit of recreational goals and needs.
 - Preserve and enhance Town owned ponds and ocean/bay beach facilities with water fountains, showers and/or foot showers.
 - Preserve and enhance historic walking trails and fire roads in and around town ponds, ocean/bay beaches & woodlands

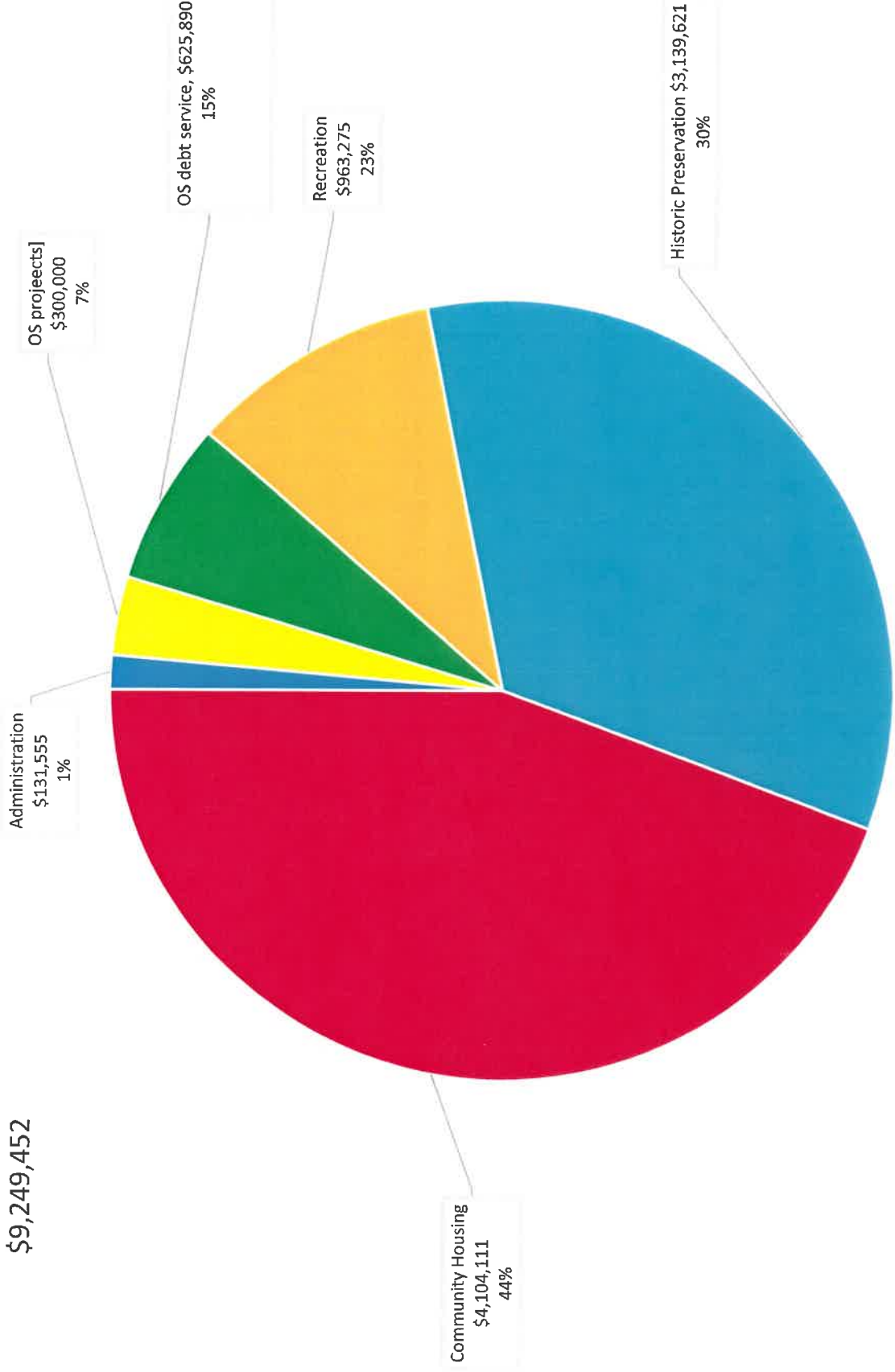
2021 Applications

Wellfleet CPC

grant #	project	applicant	category	request	approved amt	CPC date	TM date
21-01	Veterans Home (Dennis)	C & I Veterans Outreach Cent.	com. housing	\$ 50,000.00	\$ 15,000.00	11/18/2020	
21-02	Breuer House withdrawn for now	Modern House Trust	hist. pres	\$ 200,000.00	-	out for now	
21-03	New Aff Housing Trust Fund	Affordable Housing Authority	com. housing	\$ 500,000.00	\$ 500,000.00	10/21/2020	
21-04	CDP Housing Institute 4	CDP	com housing	\$ 7,500.00	\$ 7,500.00	10/21/2020	
21-05	Melville House Repair denied	Jim & Marcia Arnold	hist. pres	\$ 10,000.00	\$ -	denied	
21-06	Preservation of Ephemeral Artifacts	Wellfleet Historical Society	hist. pres	\$ 12,000.00	\$ 12,000.00	10/21/2020	
21-07	Baker's Field Pavilion Stage	Recreation Dept.	recreation	\$ 17,453.00	\$ 17,450.00	11/18/2020	
				\$ 796,953.00	\$ 551,950.00	total	

\$ 522,500.00	housing	95%
\$ 12,000.00	historical	2%
\$ 17,450.00	recreation	3%
551,950.00		

CPC Projects 2006-2020
\$9,249,452





SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: December 8, 2020

III

BOARD/COMMITTEE APPOINTMENTS AND UPDATES – B

REQUESTED BY:	Principal Clerk
DESIRED ACTION:	Appointment of Board of Trustees for the Municipal Housing Trust Fund
PROPOSED MOTION:	I move to appoint Elaine McIlroy, Gary Sorkin, Kathleen Nagle, Sharon Rule-Agger, Harry Terkanian to the Municipal Housing Trust Fund Board of Trustees, for a one-year term.
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____



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

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

FILL OUT THE FORM BELOW and mail it to:

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

Name Sharon Rule-Agger.

Date 12/3/2020

Mailing Address _____

Wellfleet, MA 02667

Phone (Home). N/A

(cell) 508-240-4121

E-mail rule.aggers@verizon.net

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

I have served on the Wellfleet Local Housing Partnership for several years. I regularly attend Wellfleet Housing Authority meetings as a guest.

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

I have a degree in Architecture. I have attended several rounds of the CDP Housing Institute and have stayed active in regional discussions.

Committees/Boards of Interest:1) Municipal Affordable Housing Trust Fund

Town of Wellfleet Boards and Committees

Bike & Walkway Committee	3 year term
Board of Assessors	3 year term
Board of Health	3 year term
Board of Water Commissioners	3 year term
Building and Needs Assessment	3 year term
* Bylaw Committee	3 year term
Cable Advisory Committee	1 year term
Cape Cod Commission	3 year term
*Cape Cod Regional Technical High School	(ATM)
*Charter Review Committee	(ATM)
Commission on Disabilities	3 year term
Community Preservation Committee	3 year term
Comprehensive Wastewater Management	3 year term
Conservation Commission	3 year term
Council on Aging	3 year term
Cultural Council	3 year term
Energy Committee	3 year term
* Finance Committee	3 year term (ATM)
Health Care Campus Committee	Indefinite
Historical Commission	3 year term
Housing Authority	5 year term (ATM)
Local Housing Partnership	1 year term
Marina Advisory Committee	2 year term
Natural Resources Advisory Committee	3 year term
Open Space Committee	1 year term
Personnel Board	3 year term
Planning Board	5 year term
Recreation Committee	3 year term
Recycling Committee	3 year term
Shellfish Advisory Board	3 year term
* Social and Human Services Committee	3 year term
Zoning Board of Appeals	3 year term

VACANCIES IN BOLD

* *Appointed by Moderator*

05/03/2018



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: Harry Sarkis Terkanian

Date: December 3, 2020

Mailing Address: _____

Wellfleet, MA 02667

Phone (Home): (508) 349-9077

(cell): (508) 737-6060

E-mail: harry@outermostsystems.com

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

Wellfleet Town Administrator 2013 – 2016; Acting Truro Town Planner 2017; Chair of Wellfleet Police Station Building Committee, member of Cape Cod Regional Technical HS Building Committee, member of Nauset Regional HS Building Committee.

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

MCPPO Certification (lapsed) – Massachusetts public procurement law and practice
Attorney (retired) - practice focused on real estate acquisition, financing, permitting, development and disposition

Committees/Boards of Interest: 1) Wellfleet Municipal Affordable Housing Trust

2) _____

3) _____



**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 Gary Sorkin Date December 2, 2020

Mailing Address _____
Wellfleet, MA 02667

Phone (Home) 508 349-7547 (cell) 978 505-9099

E-mail gary.sorkin21@gmail.com

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

Active on the Wellfleet Housing Authority and the Wellfleet Local Housing Partnership

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

Committees/Boards of Interest: 1) Wellfleet Housing Trust
2) _____
3) _____



**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 Elaine McIlroy Date December 3, 2020

Mailing Address _____
Wellfleet, MA 02667

Phone (Home) _____ (cell) 617-947-1269

E-mail emcilroy@comcast.net

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

I have served on the Wellfleet Housing Authority for the past 12+ years and would like to contribute what I have learned doing this work to the Trust to help meet the challenge of providing housing to support our community.

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

Committees/Boards of Interest: 1) Municipal Affordable Housing Trust
2) _____
3) _____



SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: December 8, 2020

III

BOARD/COMMITTEE APPOINTMENTS AND UPDATES - C

REQUESTED BY:	Principal Clerk
DESIRED ACTION:	Appointment of Steve Oliver to the Planning Board
PROPOSED MOTION:	I move to appoint Steve Oliver as an Alternate member to the Planning Board for a 3-year term.
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____



SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: December 8, 2020

III

BOARD/COMMITTEE APPOINTMENTS AND UPDATES – D

REQUESTED BY:	Town Clerk
DESIRED ACTION:	Approval of Disclosure of Conflict of Interest for Lydia Vivante
PROPOSED MOTION:	I move that the Selectboard has determined that the financial interest of Lydia Vivante is not so substantial as to be deemed likely to affect the integrity of the services which the town may expect from them as member of the Historical. The disclosure is dated December 2, 2020
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea ____ Nay ____ Abstain ____

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

PUBLIC EMPLOYEE INFORMATION	
Name of public employee:	Lydia Vivante
Title or Position:	Co-Chair (volunteer / unpaid)
Agency/Department:	Wellfleet Historical Commission
Agency address:	300 Main Street Wellfleet, MA 02667
Office Phone:	508 349 0300 (L. Vivante mobile: 508 237 3133)
Office E-mail:	wellfleethistoricalcommission@gmail.com
	<p>In my capacity as a state, county or municipal employee, I am expected to take certain actions in the performance of my official duties. Under the circumstances, a reasonable person could conclude that a person or organization could unduly enjoy my favor or improperly influence me when I perform my official duties, or that I am likely to act or fail to act as a result of kinship, rank, position or undue influence of a party or person.</p> <p>I am filing this disclosure to disclose the facts about this relationship or affiliation and to dispel the appearance of a conflict of interest.</p>
APPEARANCE OF FAVORITISM OR INFLUENCE	
Describe the issue that is coming before you for action or decision.	Review of AIM Thrift Shop window replacement proposal, 305 Main Street, Wellfleet, MA 02667 -- a historic structure within the Wellfleet Center Historic District.
What responsibility do you have for taking action or making a decision?	I serve on the Historical Commission. As co-Chair, I am responsible for posting the meeting and would also participate in the public meeting/review.
Explain your relationship or affiliation to the person or organization.	I serve on the AIM Thrift Shop Board of Directors and have volunteered at the Shop since 2008. AIM is a 501c3 nonprofit corporation.
How do your official actions or decision matter to the person or organization?	I would participate in the public meeting / review.

<p>Optional: Additional facts – e.g., why there is a low risk of undue favoritism or improper influence.</p>	<p>I have no financial or familial interest in the property in question. I do not share a lot line with 305 Main Street, nor can I see it from my house. Wellfleet's Demolition Delay bylaw does not define abutter, so I cite the Wellfleet Zoning Board of Appeals definition of abutter and Mass. General Law:</p> <p>ZBA 1) contiguous lots; 2) lots directly opposite on any public or private way; and 3) lots which abut directly abutting lots and which are within 300 feet of the property line of the property in question.</p> <p>MGLc40A §11 "Parties in interest" as used in this chapter shall mean the petitioner, abutters, owners of land directly opposite on any public or private street or way, and abutters to the abutters within three hundred feet of the property line of the petitioner as they appear on the most recent applicable tax list. . .</p>
<p>If you cannot confirm this statement, you should recuse yourself.</p>	<p>WRITE AN X TO CONFIRM THE STATEMENT BELOW.</p> <p><input checked="" type="checkbox"/> Taking into account the facts that I have disclosed above, I feel that I can perform my official duties objectively and fairly.</p>
<p>Employee signature:</p>	<p><i>Lydia Vainante</i></p>
<p>Date:</p>	<p><i>December 2, 2020</i></p>

Attach additional pages if necessary.

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

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

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

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

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



SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: December 8, 2020

IV

BUSINESS – A

REQUESTED BY:	Assistant Town Administrator
DESIRED ACTION:	Review, Approve and Sign the Contract with Environmental Partners for Engineering Services related to the Replacement of the Coles Neck Water Main and the Water System Expansion
PROPOSED MOTION:	I move to approve the contract with Environmental Partners and authorize the Town Administrator to sign it.
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____

OWNER-ENGINEER AGREEMENT

THIS AGREEMENT made this ____ day of _____ in the year Two Thousand and Twenty, between Environmental Partners Group, Inc., with a usual place of business at 1900 Crown Colony Drive, Suite 400, Quincy, MA 02169, hereinafter called the ENGINEER, and the Town of Wellfleet, acting by its Town Administrator, with a usual place of business at Town Offices, 300 Main Street, Wellfleet, MA 02267, hereinafter called the OWNER.

The ENGINEER and the OWNER, for the consideration hereinafter named, agree as follows:

1. Scope of Work

The Engineer shall furnish all labor, materials, equipment and insurance to perform all work required for the project known as Replacement of the Coles Neck Water Main and Water System Extension (the Project), in accordance with the Scope of Services set forth in Attachment A.

2. Contract Price

The Owner shall pay the Engineer for the performance of this Agreement, subject to any additions and deductions provided for herein, in current funds, the not to exceed sum of Two Hundred and Eighteen Thousand, Nine Hundred Dollars (\$218,900).

3. Commencement and Completion of Work

- A. It is agreed that time is of the essence of this Agreement. The Engineer shall commence and prosecute the work under this Agreement upon execution hereof and shall complete the work on or before July 1, 2021.
- B. Time as Essential Condition: It is understood and agreed that the commencement of and completion of the work are essential conditions of this Agreement. It is further agreed that time is of the essence for each and every portion of the Agreement wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the Agreement any additional time is allowed for the completion of any work, the new time fixed by such extension shall be of the essence of this Agreement. It is understood and agreed that the times for the completion of the work are reasonable, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.
- C. Progress and Completion: Engineer shall commence work promptly upon execution of this Agreement and shall prosecute and complete the work regularly, diligently and uninterruptedly at such a rate of progress as will insure completion within the stipulated number of calendar days.

4. Performance of the Work

A. Direction of the Work: The Engineer shall supervise and direct the Work, using his best skills and attention, which shall not be less than such state of skill and attention generally rendered by the engineering/design profession for projects similar to the Project in scope, difficulty and location. The Engineer shall be solely responsible for coordinating all portions of the Work under the Agreement.

B. Responsibility for the Work:

- (1) The Engineer shall be responsible to the Owner for the acts and omissions of his employees, subcontractors and their agents and employees, and other persons performing any of the Work under a contract with the Engineer. Consistent with the standard of care referenced in paragraph A. above, the Engineer shall be responsible for the professional and technical accuracy and the coordination of all designs, drawings, specifications, estimates and other work or services furnished by him or his consultants and subcontractors. The Engineer shall perform his work under this Agreement in such a competent and professional manner that detail checking and reviewing by the Owner shall not be necessary.
- (2) The Engineer shall not employ additional consultants not named in his proposal to the Owner, nor sublet, assign or transfer any part of his services or obligations under this Agreement without the prior approval and written consent of the Owner. Such written consent shall not in any way relieve the Engineer from his responsibility for the professional and technical accuracy and coordination of all data, designs, drawings, specifications, estimates and other work or services furnished under this Agreement.
- (3) All consultants must be registered and licensed in their respective disciplines if registration and licensure are required under the applicable provisions of Massachusetts law.
- (4) The Engineer and all consultants and subcontractors shall conform their work and services to any guidelines, standards and regulations of any governmental authority applicable to the type of work or services covered by this Agreement, including those of the Massachusetts Highway Department and the Department of Environmental Protection.
- (5) The Engineer shall not be relieved from his obligations to perform the Work in accordance with the requirements of this Agreement either by the activities or duties of the Owner in its administration of the

Agreement, or by inspections, tests or approvals required or performed by persons other than the Engineer.

- (6) Neither the Owner's review, approval or acceptance of, nor payment for any of the work or services performed shall be construed to operate as a waiver of any rights under the Agreement or any cause of action arising out of the performance of the Agreement.

C. Deliverables, Ownership of Documents: One (1) reproducible copy of all drawings, plans, specifications and other documents prepared by the Engineer shall become the property of the Owner upon payment in full therefor to the Engineer. Ownership of stamped drawings and specifications shall not include the Engineer's certification or stamp. Any re-use of such documents without the Engineer's written verification of suitability for the specific purpose intended shall be without liability or legal exposure to the Engineer or to the Engineer's independent professional associates, subcontractors or consultants. Distribution or submission to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as an act in derogation of the Engineer's rights under this Agreement.

D. Notices, Compliance With Laws:

- (1) The Engineer shall give all notices and comply with all federal, state and local laws, ordinances, rules, regulations and lawful orders of any public authority relating to the performance of the Work. The Engineer shall provide the Owner with reproductions of all permits, licenses and receipts for any fees paid.
- (2) If the Engineer observes that any of the Owner's design schemes, outlines or goals are at variance with applicable laws, statutes, codes and regulations in any respect, he shall promptly notify the Owner in writing, and any necessary changes shall be accomplished by appropriate modification.
- (3) In the performance of the Work, the Engineer shall comply with all applicable federal, state and local laws and regulations, including those relating to workplace and employee safety.

5. Site Information Not Guaranteed; Engineer's Investigation

Upon request of the Engineer, the Owner shall furnish to the Engineer available surveys, data and documents, if any, relating to the area which is the subject of the Scope of Work. All such information, including that relating to subsurface and other conditions, natural phenomena,

existing pipes, and other structures is from sources at present available to the Owner. All such information is furnished only for the information and convenience of the Engineer and is not guaranteed. It is agreed and understood that the Owner does not warrant or guarantee that the subsurface or other conditions, natural phenomena, existing pipes, or other structures will be the same as those indicated in the information furnished, and the Engineer must satisfy himself as to the correctness of such information. If, in the opinion of the Engineer, such information is inadequate, the Engineer may request the Owner's approval to verify such information through the use of consultants or additional exploration. In no case shall the Engineer commence such work without the Owner's prior written consent. Such work shall be compensated as agreed upon by Owner and Engineer.

6. Payments to the Engineer

- A. The Owner shall make payment to the Engineer, monthly, upon approval of the Engineer's requisitions therefor. All requisitions shall be in the same proportionate amount of the Contract Price as the proportion of the work completed to the total scope of work.
- B. If there is a material change in the scope of work, the Owner and the Engineer shall mutually agree to an adjustment in the Contract Price.
- C. If the Owner authorizes the Engineer to perform additional services, the Engineer shall be compensated in an amount mutually agreed upon, in advance, in writing. Except in the case of an emergency, the Engineer shall not perform any additional services until such compensation has been so established.

7. Reimbursement

Except as otherwise included in the Contract Price or otherwise provided for under this Agreement, the Engineer shall be reimbursed by the Owner: (a) at 1.1 times the actual cost to the Engineer of consultants retained to obtain information pursuant to Article 5 hereof or otherwise. No such reimbursement shall be made unless the rates of compensation have been approved, in advance, by the Owner; (b) at 1.1 times the actual cost of additional or specially authorized expense items, as approved by the Owner.

8. Final Payment, Effect

The acceptance of final payment by the Engineer shall constitute a waiver of all claims by the Engineer arising under the Agreement.

9. Terms Required By Law

This Agreement shall be considered to include all terms required to be included in it by the Massachusetts General Laws, and all other laws, as though such terms were set forth in full herein.

10. Indemnification

- A. General Liability: The Engineer shall indemnify and hold harmless the Owner from and against any and all claims, damages, losses, and expenses, including attorney's fees, to the extent arising out of the performance of this Agreement and to the extent the same relate to matters of general commercial liability, when such claims, damages, losses, and expenses are caused, in whole or in part, by the negligent acts or omissions of the Engineer or his employees, agents, subcontractors or representatives.
- B. Professional Liability: The Engineer shall indemnify and hold harmless the Owner from and against any and all claims, damages, losses, and expenses, including attorney's fees, arising out of the performance of this Agreement when such claims, damages, losses, and expenses are caused, in whole or in part, by the negligent acts, negligent errors or omissions of the Engineer or his employees, agents, subcontractors or representatives.
- C. No Limitation of Rights: The indemnification obligation of Engineer under this paragraph 10 is in addition to, and not in limitation of, any other rights and remedies available to the Owner under this Agreement, at law or in equity.

11. Insurance

- A. The Engineer shall at his own expense obtain and maintain a Professional Liability Insurance policy for errors, omissions or negligent acts arising out of the performance of this Agreement in a minimum amount of \$1,000,000.00.
- B. The coverage shall be in force from the time of the agreement to the date when all construction work for the Project is completed and accepted by the Owner. If, however, the policy is a claims made policy, it shall remain in force for a period of six (6) years after completion.

Since this insurance is normally written on a year-to-year basis, the Engineer shall notify the Owner should coverage become unavailable.

- C. The Engineer shall, before commencing performance of this Agreement, provide by insurance for the payment of compensation and the furnishing of other benefits in accordance with M.G.L. c.152, as amended, to all its employees and shall continue such insurance in full force and effect during the term of the Agreement.

- D. The Engineer shall carry insurance in a sufficient amount to assure the restoration of any plans, drawings, computations, field notes or other similar data relating to the work covered by this Agreement in the event of loss or destruction until the final fee payment is made or all data are turned over to the Owner.
- E. The Engineer shall also maintain public liability insurance, including property damage, bodily injury or death, and personal injury and motor vehicle liability insurance against claims for damages because of bodily injury or death of any person or damage to property.
- F. Certificates and any and all renewals substantiating that required insurance coverage is in effect shall be filed with the Agreement. Any cancellation of insurance, whether by the insurers or by the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the Owner at least fifteen days prior to the intended effective date thereof, which date shall be expressed in said notice.
- G. The Owner reserves the right to modify any conditions of this Article.

12. Notice

All notices required to be given hereunder shall be in writing and delivered to, or mailed first class to, the parties' respective addresses stated above. In the event that immediate notice is required, it may be given by telephone or facsimile, but shall, to the extent possible, be followed by notice in writing in the manner set forth above.

13. Termination

- A. Each party shall have the right to terminate this Agreement in the event of a failure of the other party to comply with the terms of the Agreement. Such termination shall be effective upon seven days' notice to the party in default and the failure within that time of said party to cure its default.
- B. The Owner shall have the right to terminate the Agreement without cause, upon ten (10) days' written notice to the Engineer. In the event that the Agreement is terminated pursuant to this subparagraph, the Engineer shall be reimbursed in accordance with the Agreement for all work performed up to the termination date.

14. Miscellaneous

- A. Royalties and Patents: The Engineer shall pay all applicable royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof, except that the Engineer shall not be responsible to the extent of any loss resulting directly from a particular design, process or the product of a particular manufacturer or

manufacturers where the same have been specified solely by the Owner, except that if the Engineer believes or has reason to believe that the design, process or product so specified is or may be an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the Owner in writing, and thereafter the Owner insists in writing on the use of the design, process or product specified.

- B. Assignment: The Engineer shall not assign or transfer any of its rights, duties or obligations under this Agreement without the advance written approval of the Owner, in its sole and absolute discretion.
- C. Governing Law: This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.
- D. Certification of Tax Compliance: By its execution of this Agreement, the Engineer certifies, pursuant to General Laws Chapter 62C, Section 49A and under the pains and penalties of perjury, that it has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals, the Owner by its authorized representatives who, however, incur no personal liability by reason of the execution hereof or of anything herein contained, as of the day and year first above written.

ENGINEER:

OWNER:

By its:

By: _____

Name:

Title:

Attachment A Scope of Services

Replacement of the Coles Neck Water Main and Water System Extension

ENVIRONMENTAL PARTNERS shall furnish the following engineering services in connection with Coles Neck Water Main Replacement and Water System Extension:

Task 1: Field Survey, Data Collection and Soils Investigation

Environmental Partners will retain a professional land surveyor to conduct a detailed survey along the proposed alignment approximately 10,100 feet in length as shown on the attached Figure, from the Coles Neck Wellfield along Old Hay Road to Route 6, Money Hill Road, Route 6, and on Briar Lane to the intersection with Main Street. The survey and field work will extend ten feet beyond the edge of the roadway and will include the following:

- Roadway (centerline, edges of pavement, sidewalks, curbing).
- Right of Way limits.
- Property lines from assessor records.
- Major existing property and building features such as stone walls, driveway limits, the front corners of the structure/dwelling on each adjacent lot, and trees (over 6" caliper)
- Underground utilities (identified by DIGSAFE), and Town-utilities marked by the DPW, and water mains and services marked by Whitewater Inc.
- Additional ground surface points to establish topography.
- Recording the locations and limits of wetlands, as determined by flagging placed by a wetland scientist retained by Environmental Partners.
- Visible surface utility features such as drain manhole covers, catch basins, and utility boxes/structures for electrical and telephone utilities.
- Invert measurements for existing drainage basins.

The soils investigation program will consist of the conducting geotechnical/soil borings at six locations along the alignment, including one boring to a depth of fifteen feet on the east and west side of the Route 6 crossing, where directional drilling is anticipated to be required install the water main. A permit application will be prepared and filed with MassDOT for permission to perform soil borings within the Route 6 Right of Way.

A geotechnical memorandum summarizing the soil investigation program will be prepared.

Environmental Partners will prepare a base plan from the survey data to be used for Task 2.

Task 2: Water Main Design, Permitting, Project Management and Funding Assistance Services

Engineering design, permitting and project management services shall include the following:

- Preparation of detailed engineering design plans and specifications for the installation of new ductile iron water main suitable for public bidding.
- Preparation of permit filings with the Conservation Commission, and Massachusetts Department of Transportation (MassDOT) for work within the Route 6 Right of Way.
- Preparation and submission of an Environmental Notification Form (ENF) to the Executive Office of Environmental Affairs under the Massachusetts Environmental Policy Act (MEPA) describing the project basis. It is assumed that the decision from the EOE office will not require the preparation of an Environmental Impact Report, given the limited impact of the project and that the water main is being located in already disturbed or paved roadways.
- Submission of the plans and specifications to the Massachusetts Department of Environmental (MADEP) Drinking Water Program, Southeast Regional Office, for approval prior to completing the design phase. Incorporation of comments from MADEP into the final plans and specifications.
- Attendance at one (1) hearing with the Conservation Commission to present the project, explain the proposed wetlands protection measures, and respond to questions.
- Preparation of construction cost estimates, based on recent and comparable projects.
- Assistance with providing documentation to the Town Administrator to support the grant and loan application filed with the MassWorks Infrastructure Program.
- Incorporation of specific town bidding and procurement requirements into the specifications, and paving requirements for local roads.
- Preparation of a bidding schedule. The intent is to complete the design and permitting tasks in order to commence the bidding phase by mid-April 2021, award the construction contract by end of May, and commence construction in June 2021.
- Three (3) meetings to review the progress of the design with the designated Town Representative(s), Board of Water Commissioners, Department of Public Works, and Whitewater Inc.

Task 3: Bidding Assistance

Environmental Partners will assist the Town with the public bidding process for the proposed water main project. This task will include:

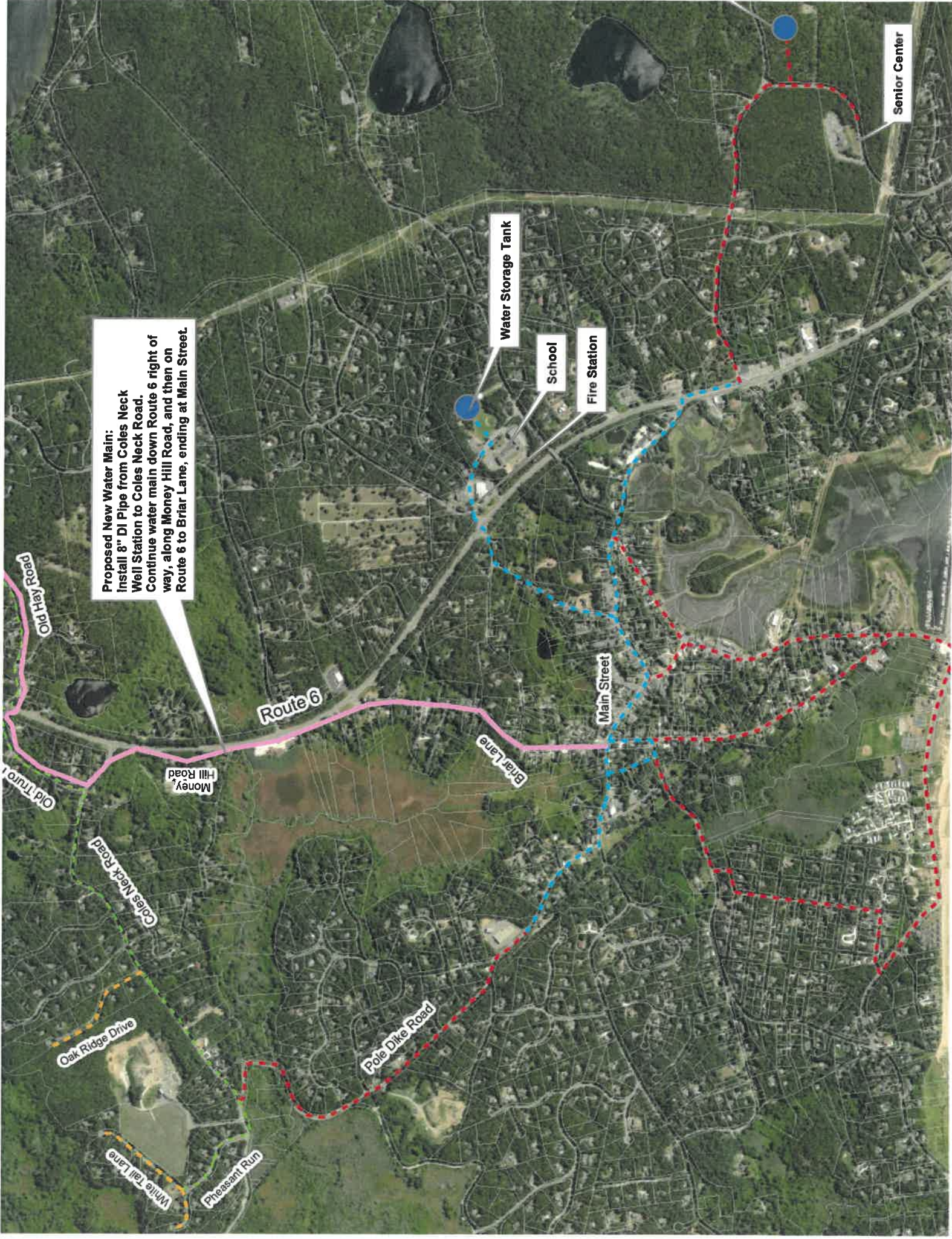
- Confirm the bidding timeline with the Town Administrator's office, and place the notice in the Central Register.
- Obtaining State Wage Rates for the construction work.
- Coordinate and complete public bidding advertising requirements in accordance with M.G.L. Chapter 30 Section 39M, including placing the Invitation to Bid in a local newspaper.
- Preparation and electronic distribution of public bid documents via the on-line bidding

platform using Project Dog. The cost for this service is included in the fee.

- Coordination of the bidding process including preparation of up to three (3) addenda and responding to questions from prospective bidders.
- Review and evaluation of bids to identify the lowest responsible and eligible bidder. This will include a review of references and preparation of a bid tabulation.
- Preparation of a letter with a recommendation to award the construction contract.
- Assistance with the preparation of the contract for execution with the contractor and the Town for the necessary performance and payment bonds, certificates of insurance and agreement forms.

Figure 1. Project Area

Proposed New Water Main:
Install 8" DI Pipe from Coles Neck Well Station to Coles Neck Road. Continue water main down Route 6 right of way, along Money Hill Road, and then on Route 6 to Briar Lane, ending at Main Street



Water Storage Tank

School

Fire Station

Senior Center

Route 6

Main Street

Briar Lane

Pole Dike Road

Oak Ridge Drive

Coles Neck Road

Money Hill Road

Pheasant Run

White Tail Lane

Old Hay Road

Old Truro



SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: December 8, 2020

IV

BUSINESS – B

REQUESTED BY:	Beach Director
DESIRED ACTION:	Beach Rules and Regulations (amended)
PROPOSED MOTION:	N/A – Discussion
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____

**TOWN OF WELLFLEET
BEACH RULES AND REGULATIONS**

**Amended 12/18/00, 02/24/03, 01/27/04, 05/11/04, 06/13/06, 06/26/07, 03/24/09, 1/26/10,
2/22/11, 8/14/2012, 2/26/2013, 4/22/2014, 5/10/2016, 4/11/2017, 1/23/2018, 6/11/2019,**

12/8/2020

1. Authority

The Board of Selectmen of the Town of Wellfleet, MA, has adopted the following rules and regulations pertaining to the use of all Town-owned landing places and beaches within the Town of Wellfleet pursuant to the provisions of Mass. General Laws, Chapter 88, Section 19, Chapter 21, subsection (1) and Chapter 90B, Section 15(b) and any amendments thereof.

2. Purpose and Intent

The purpose and intent of these regulations is to establish requirements for the orderly use of the bathing beaches and associated parking areas owned by the Town of Wellfleet to protect the health and safety of the public and to preserve and protect the resource areas covered by these regulations. A list of the applicable bathing beaches within the Town of Wellfleet is attached hereto and incorporated by reference herein.

3. Definitions

“**Summer season**” is the period between the third Saturday in June through Labor Day between the hours of 9:00 am and 5:00 pm. (amended 02/27/07)

“Town owned beaches and landings requiring stickers

Newcomb Hollow

Cahoon Hollow

White Crest Beach

Maguire Landing at LeCount Hollow

Gull Pond

Long Pond

Great Pond

Duck Pond

Burton Baker Beach

Indian Neck

Powers Landing

Duck Harbor

Terminus of Chequessett Neck Road, aka The Gut

4. Parking

Any motor vehicle parked at a Town landing place or beach or on Nauset Road in the marked area during the summer season must clearly display a valid parking permit.

B. The permit must be attached to the upper part of the exterior of the rearmost side window on the driver’s side of the vehicle.

C. Any motor vehicle without a rear side window shall clearly display its permit on the upper portion

of the driver's side window.

D. Vehicles with removable tops and windows may place the sticker in the lower left corner of the windshield in front of the driver.

~~DE.~~ Parking permits will not be issued to Dealer Plates.

~~EF.~~ Parking without a valid permit may be authorized only by the Director of Community Services. (amended 02/24/03, 01/27/04, 11/20/09)

~~FG.~~ All Town landing places and beaches shall be closed to parking between the hours of midnight and one half hour before sunrise each day from June 1 to October 1 except to those persons actively engaged in fishing.

~~GH.~~ No trailers or overnight campers are allowed to park in beach areas or Town parking areas between midnight and one half hour before sunrise from June 1 to October 1, ~~except for those persons actively engaged in fishing.~~

5. Prohibitions

A. Fishing or surf casting, water skiing and use of personal watercraft are prohibited within 500 feet of all Town landing areas during the summer season. Personal watercraft are prohibited in any Town-owned parking lots or on any Town- owned beaches (amended 01/27/04)

B. Surfing is prohibited during the summer season on the guarded portion of the beaches at Newcomb Hollow, Cahoon Hollow or Maguire Landing at LeCount Hollow when the lifeguards are on duty. Surfing is permitted during the summer season on the guarded portion of the beach at White Crest. (amended 03/24/06)

C. Hang gliding and para-gliding are prohibited at any Town beach or landing, adjacent dunes and parking lots from April 15th through October 1. (amended 06/26/07)

D. Using, launching, landing or operating an unmanned aircraft from, above or on land, or waters associated with any of the Town of Wellfleet bathing beaches is prohibited at all times by private individuals and entities except as approved in writing by the Town Administrator. The term "unmanned aircraft" means a device that is used or intended to be used for flight in the air without the possibility of direct human intervention from within or on the device and the associated operational elements and components that are required for the pilot or system or system operator in command to operate or control the device (such as cameras, sensors, communication links). This term includes all types of devices that meet this definition (e.g. model airplanes, quadrocoptors, drones) that are used for any purpose including recreation or commerce.

E. Garbage, litter and recycling of all kinds must be deposited in the specified containers or carried from the area with you.

F. The use of soap, shampoo, detergents or cleaning substances is prohibited in all fresh water ponds.

G. All persons using Town beaches at any time shall be properly attired.

H. No rafts or other floatation devices may be used at any ocean beach without the permission of the lifeguard(s) on duty during the summer season. (amended 01/27/04)

H. Climbing on all dunes and coastal banks is prohibited except along designated access routes to the

beach.

I. Alcoholic beverages and the consumption thereof are prohibited on all Town property. (General By-Laws, Article VII, Section 19)

6. Animals

A. No domesticated animals ~~are allowed to~~ may be left in any parked vehicles in any beach parking lot or in any beach area or on Nauset Road during the summer season.

B. The owner or person in charge of any domesticated animal that defecates on any Town of Wellfleet owned property shall promptly remove the fecal matter and dispose of it in a place where it will not cause pollution either directly or indirectly of any pond, wetland, groundwater or coastal water.

C. All domesticated animals must be leashed at all times on Town beaches and landings between May 15th and October 15th.

D. Domesticated animals are not allowed on the lifeguarded portions of Newcomb Hollow, Cahoon Hollow, White Crest and Maguire Landing at LeCount Hollow between the hours of 9am and 5pm during the summer season except to walk from the parking lot to a point beyond the end of the guarded beach.

E. Domesticated animals are never allowed on the following salt water beaches and landings: Burton Baker, Indian Neck and Nauset Road, Mayo Beach and Powers Landing.

F. Domesticated animals shall be kept away from bathers at all town landings and beaches at all times.

G. Domesticated animals are not allowed in the following freshwater ponds or on the beaches of these ponds: Gull Pond, Long Pond, Great Pond, Duck Pond, Higgins Pond, the Sluiceway, Spectacle Pond, or Dyer Pond from May 15th through October 15th. (amended 03/24/09)

7. Lessons and Events

A. Permission to Use Town Property must be obtained from the Wellfleet ~~Board of Selectmen~~ Selectboard to use a Town beach or landing for the purposes of:

- giving lessons of any kind
- conducting canoe or kayak tours
- holding events
- dropping off rental equipment which includes but is not limited to canoes, kayaks and SUP Boards.

Liability insurance naming the Town of Wellfleet as an additional insured in the amount of \$1,000,000 is required. A fee may be required by the ~~Board of Selectmen~~ Selectboard. All surfing lessons and surfing competitions shall be limited to White Crest Beach and adjacent parking lots. (amended 06/13/06, 03/24/09)

B. Activities at Gull Pond are limited to:

- a. Swimming Lessons conducted by the Recreation Department
- b. Extended Day Summer Recreation conducted by the Recreation Department
- ~~e.~~ Supervised canoe and kayak tours by the Cape Cod National Seashore or by the Mass Audubon

8. Enforcement Penalties

A. Whoever violates any provision of these rules and regulations may, in the discretion of officers of Wellfleet Police Department, the Director of Community Services, Harbormaster, Assistant Harbormaster, Shellfish Constable, Deputy Shellfish Constables and Animal Control Officer be penalized by a non-criminal complaint pursuant to the provisions of M.G.L Chapter 40, Section 21D and be subject to a fine according to the schedule listed below. If the payment for such a fine is not received by the Town within three weeks from the date of the violation, the violator shall lose the right to obtain or use a Wellfleet Beach Fire Permit or a Wellfleet Beach Parking Permit until such time that the fine and any attendant interest are fully paid. A violation of each specific rule or regulation shall be deemed a separate offense, and each day on which a violation occurs or continues shall be deemed a separate offense, subject to the penalties stated herein. (03/24/09, 1/26/10, 8/14/2012, June 11, 2019)

Schedule of Fines

<u>First Offense:</u>	<u>Written Warning</u>
<u>Second Offense:</u>	<u>\$ 75</u>
<u>Third and each subsequent offense</u>	<u>\$125</u>
<u>No Beach Permit</u>	<u>\$75</u>
<u>Unauthorized Beach Permit</u>	<u>\$75</u>
<u>Beach Parking Regulations</u>	<u>\$75</u>
<u>Handicapped Parking</u>	<u>\$300</u>

Section 6 Animal Violation Schedule of Fines

<u>First Offense</u>	<u>\$50</u>
<u>Second Offense</u>	<u>\$100</u>
<u>Third Offense</u>	<u>\$300</u>
<u>Fourth or subsequent offense</u>	<u>\$500</u>

MGL Part 1, Title XX, Chapter 140 Section 173A



SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: December 8, 2020

IV

BUSINESS – C

REQUESTED BY:	Beach Director
DESIRED ACTION:	Five Year Fee Schedule (2022 to 2026)
PROPOSED MOTION:	N/A – Discussion
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____

Beach

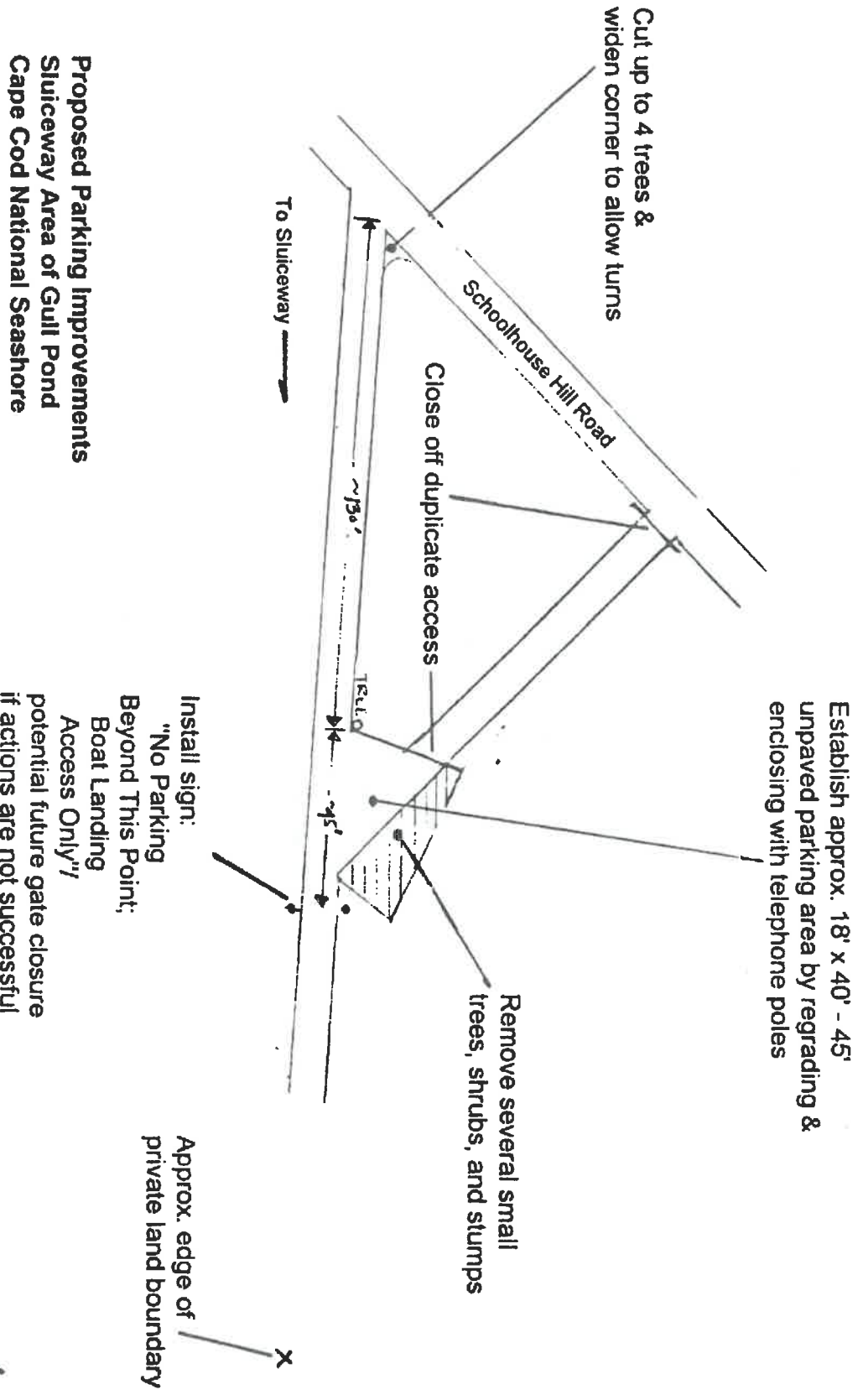
	2011	2012	2013	2014	2015
Beach Permit - Resident	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 25.00
- Seasonal	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00
- Two Week Visitor	\$130.00	\$130.00	\$140.00	\$140.00	\$150.00
- One Week Visitor	\$ 75.00	\$ 75.00	\$ 80.00	\$ 80.00	\$ 85.00
- Three Day Visitor	\$ 40.00	\$ 40.00	\$ 45.00	\$ 45.00	\$ 50.00
Daily Parking Fee	\$ 10.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00

	2016	2017	2018	2019	2020
Beach Permit - Resident	\$ 25.00	\$ 25.00	\$ 25.00	\$ 30.00	\$ 30.00
- Seasonal	\$250.00	\$250.00	\$250.00	\$300.00	\$300.00
- Two Week Visitor	\$150.00	\$160.00	\$170.00	\$170.00	\$180.00
- One Week Visitor	\$ 85.00	\$ 85.00	\$ 90.00	\$ 90.00	\$ 95.00
- Three Day Visitor	\$ 50.00	\$ 50.00	\$ 55.00	\$ 55.00	\$ 60.00
Daily Parking Fee	\$ 20.00	\$ 20.00	\$ 20.00	\$ 30.00	\$ 30.00

PROPOSED FEES

	2021	2022	2023	2024	2025
Beach Permit - Resident	\$ 30.00	\$ 30.00	\$ 35.00	\$ 35.00	\$ 35.00
- Seasonal	\$300.00	\$325.00	\$325.00	\$350.00	\$350.00
- Two Week Visitor	\$180.00	\$190.00	\$190.00	\$200.00	\$200.00
- One Week Visitor	\$ 95.00	\$100.00	\$100.00	\$105.00	\$105.00
- Three Day Visitor	\$ 60.00	\$ 65.00	\$ 65.00	\$ 70.00	\$ 70.00
Daily Parking Fee	\$ 30.00	\$ 30.00	\$ 30.00	\$ 30.00	\$ 30.00

The traditional pattern is to raise Resident Stickers once every five years and to raise Visitor stickers every other year.

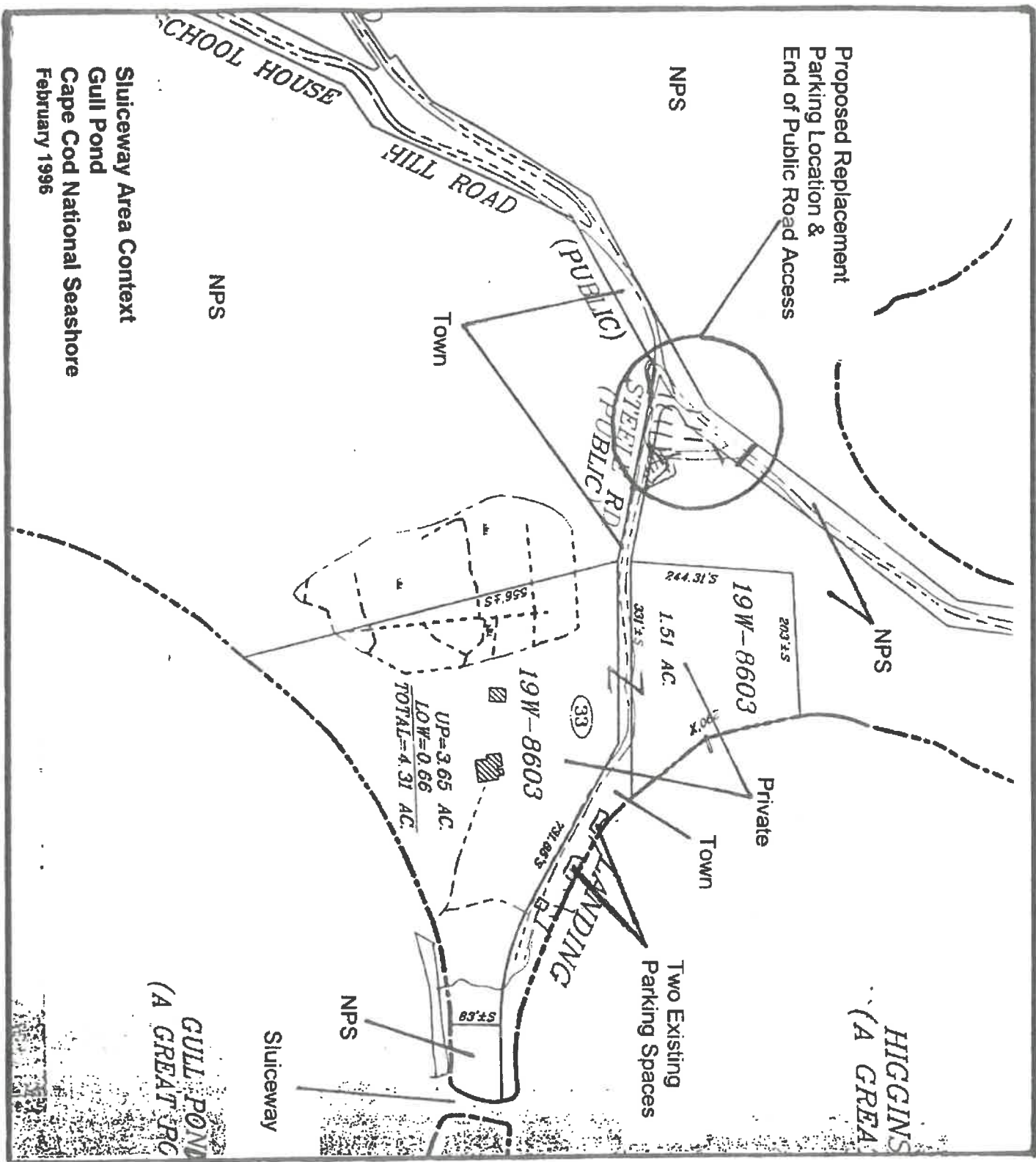


**Proposed Parking Improvements
 Sluiceway Area of Gull Pond
 Cape Cod National Seashore**

April 1996

1" = 40'





Sluiceway Area Context
 Gull Pond
 Cape Cod National Seashore
 February 1996



SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: December 8, 2020

IV

BUSINESS – D

REQUESTED BY:	Selectboard member Curley
DESIRED ACTION:	Summer 2020 Beach Report
PROPOSED MOTION:	N/A – Discussion
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____

To: Selectboard

From: Suzanne Grout Thomas, Director of Community Services

Date: December 1, 2020

Re: Summer of 2020



Highlights of the Summer of 2020

1. The Selectboard voted to not permit day parking at White Crest
2. Parking areas were reduced by 25%
3. All staff were issued PPE
 - a. Lifeguards were provided with face shields for an additional layer of protection when administering First Aid
 - b. Lifeguards were issued sufficient gloves to be worn every time a guard touched another person to administer First Aid
 - c. All staff were issued masks and required to wear them
 - d. Hand sanitizer was provided to each individual staff member
 - e. Wall dispensers were installed at the Beach Office
4. Numerous signs were installed at beaches
 - a. Mask while moving
 - b. COVID safety and hygiene rules
 - c. One way paths to and from the beaches where possible
5. Portable toilets and handwashing stations were in place at all beaches
6. Beach stickers were required as of May 23rd and only Resident Stickers were honored until the third Saturday in June
7. Beach stickers were required through September 27 per vote of the Selectboard
8. All Beach Sticker, Transfer Station Sticker and Shellfish Permits were sold online only to the extent possible
 - a. Approximately 5% of the sales were done by mail
 - b. The Beach Office was not open to the public
 - c. We established no contact pick up times from 8am to 9am; 11am to Noon and 3pm to 4pm daily
 - i. A plexiglass barrier was installed to protect the Sticker clerks from the folks picking up the stickers
 - ii. Masks were required for those who were picking up their stickers
 - iii. Initially, stickers were mailed out to Residents and Non-Resident Tax-payers.
 - iv. There were issues with mailing so in the beginning of July, we switched to pick up only.
9. Maguire Landing at LeCount Hollow was designated a Resident Sticker only beach by vote of the Selectboard
10. No Beach Fire Permits were issued in 2020
 - a. The CCNS did not issue Fire Permits
 - b. The Town of Truro did not issue Fire Permits
11. Revenue

- a. Despite the fact that there was no day parking, sales were up over 2019 and our net loss was approximately \$(154,515.00).

Issues that Arose during 2020

1. The Beachcomber/intersection of Ocean View Drive and Cahoon Hollow Road
 - a. Traffic
 - b. Busses
 - c. Safety concerns
2. Steele Road (access point to Higgins Pond and the Sluiceway)
 - a. Illegal parking
 - b. Blocking of private driveway of the single abutter
3. Post Labor Day sticker requirement
 - a. People were so abusive that I had to pull the parking lot people on September 15
 - b. Revenues did not cover expenses as anticipated
 - c. It became apparent that many people rented in Eastham or Truro after Labor Day and assumed they could use the Wellfleet Beaches

Recommendations for 2021

1. **Communications**
 - a. Purchase and install the repeaters funded at the ATM in September 2020
2. **Parking**
 - a. Reinstate day parking
 - b. Eliminate reduced parking capacity
3. **Beach Office**
 - a. Sell stickers online
 - b. Sell stickers by mail if absolutely necessary
 - c. Sell stickers to Residents in person up to July 1
 - d. Sell all Visitor stickers online only
4. **Canoe and Kayak Racks**
 - a. Replace all the canoe and kayak racks at Gull Pond with the single level racks like the racks on the Bayside.
 - b. Existing racks are getting to the end of their usable lifetime
 - c. People don't like the three levels or the spacing as well as they do on the newer racks
 - d. The DPW will construct the racks during the winter of 2020-2021
5. **Steele Road/The Sluiceway (January 11, 2021)**
 - a. Install gate at the "Triangle" where the access road to the Sluiceway begins
 - b. Erect additional signage along School House Hill Road and Steele Road "No Parking"
 - c. Install additional split rail to prevent illegal parking "opportunities"
 - d. The CCNS will install a Ponds Usage sign at the Higgins Pond access
 - e. The CCNS will reconfigure the three available parking spaces to accommodate longer vehicles and trucks at the Triangle
6. **Amend the Beach Rules and Regulations (hearing on January 11, 2021)**

- a. Add language requiring all businesses that drop off rental canoes, kayaks and SUP Boards to first apply for and receive Permission to Use Town Property, provide the required insurance coverage and pay the fee determined by the Selectboard
- b. Remove the Sluiceway from the list requiring stickers (this should have been done in 2016)
- c. Add language about sticker placement for vehicles with removable tops and windows

7. Beach Sticker Dates

- a. Reinstate the “Summer Season” as outlined in the Beach Rules and Regulations from the third Saturday in June through Labor Day

SEASONAL REVENUES 2019-2020

Stickers	Price	2019	Revenue 2019	2020	Revenue 2020	
Assignment	\$ 15.00	210	\$ 3,150.00	182	\$ 2,730.00	
Combo 1	\$ 55.00	2607	\$ 143,385.00	2656	\$ 146,080.00	
Combo 2	\$ 40.00	984	\$ 39,360.00	1145	\$ 45,800.00	
Combo 3	\$ 65.00	92	\$ 5,980.00	143	\$ 9,295.00	
Maps	\$ 10.00	39	\$ 390.00	2	\$ 20.00	
Replacements	\$ 5.00	179	\$ 895.00	248	\$ 1,240.00	
Resident Beach	\$ 30.00	2089	\$ 62,670.00	1953	\$ 58,590.00	
Visitor One Week	\$ 90.00	3456	\$ 311,040.00	3562	\$ 320,580.00	
Visitor Seasonal	\$ 300.00	102	\$ 30,600.00	193	\$ 57,900.00	
Visitor Three Day	\$ 55.00	1302	\$ 71,610.00	1144	\$ 62,920.00	
Visitor Two Week	\$ 170.00	748	\$ 127,160.00	793	\$ 134,810.00	
White Crest	\$ 30.00	6608	\$ 198,240.00	0	\$ -	
			\$ 994,480.00		\$ 839,965.00	\$ (154,515.00)

Dates for both years: 3/1/ to 9/30



SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: December 8, 2020

V

DISCUSSIONS AND UPDATES ON TOWN FINANCES – A

REQUESTED BY:	Town Administrator
DESIRED ACTION:	Finances Update
PROPOSED MOTION:	TBD
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____



SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: December 8, 2020

V

DISCUSSIONS AND UPDATES ON TOWN FINANCES – B

REQUESTED BY:	Chair
DESIRED ACTION:	Finances Investigation Update and Discussion
PROPOSED MOTION:	TBD
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____



SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: December 8, 2020

V

DISCUSSIONS AND UPDATES ON TOWN FINANCES – C

REQUESTED BY:	Selectboard member Curley
DESIRED ACTION:	Vehicle Capital Improvement Plan Requests, Replacement Cycle, and Selectboard Policy on Vehicle Rollover
PROPOSED MOTION:	I move for vehicle replacements to be referred back to town departments and for them to follow the Selectboard Rollover Policy and provide the required documentation.
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____

BOARD OF SELECTMEN

Policy on Vehicle Rollover

Original Date: October 28, 2008

2008-1

During the early years of the life of a vehicle (the length determined by the warrantee), the expense of ownership consists of monthly note payments, insurance premiums, tags and the cost of manufacturer's recommended servicing; i.e. oil, lube, fluids, tune ups and the price of labor to perform this preventive maintenance.

As a vehicle becomes more seasoned, the cost of operating and maintaining it (brakes, tires, clutch and other mechanical as well as electrical systems) increases. While this is happening, the trade-in value decreases.

At some point two decisions have to be made.

1. Do we continue pumping time and funds into keeping this vehicle running as intended or is it more cost-effective to replace it?
2. During the expected life of a replacement, is it more cost-effective to purchase or rent the replacement or subcontract the work?

To facilitate these decisions, effective October 28, 2008 requests for the replacement of Town vehicles must be supported with:

- ◆ Description of vehicle being replaced including Department ID# and VIN
- ◆ Purchase date of vehicle being replaced
- ◆ Base purchase price of vehicle being replaced
- ◆ Extras asses and cost (radio, lights, plow, etc.)
- ◆ Manufacturer's projected life-span of vehicle being replaced
- ◆ Primary use of the vehicle
- ◆ Secondary use; i.e. snow removal
- ◆ Base price quote of replacement
- ◆ Price quote for needed extras such as radios, plow, etc.
- ◆ Target date for replacement
- ◆ Manufacturer's expected normal lifespan of replacement
- ◆ Expected lifespan under Wellfleet conditions
- ◆ Projected trade in value of vehicle being replaced as of _____.
- ◆ Projected auction value of vehicle being replaced as of _____ if not traded in.
- ◆ Maintenance records including:
 1. Service performed, date of service performed, service provider if not DPW employee.
 2. Mileage and fuel consumption rate at date of service, engine hours at date of service
 3. Projected service requirements in next 12 months, and projected costs
- ◆ Cost of leasing replacement vehicle and terms
- ◆ Cost of renting replacement vehicle and terms
- ◆ Cost and terms of subcontracting the work

Attachment 1 is a suggested paper form for capturing and reporting the required data. It, or a modified format with the same content, is to be used until a software program can be implemented.

Rollover Decision

Attachment 1

Asset _____ ID# _____ VIN# _____
 Type _____ Plate _____ Condition _____
 Extent of Use _____ Purchase Date _____ Purchase Cost Base _____
 Mfg's Projected Life Span _____ yrs. Primary Use _____
 Anticipated Life Span _____ yrs. Secondary Use _____
 (based on NE weather & Salt)
 Mfg's expected mpg _____ Trade in or Auction Value as of _____ \$ _____

SERVICE RECORD

Date	Miles, Engine Hours, Fuel Used, Service Provided	Parts \$	Labor \$

PROJECTED SERVICE Next 12 Months (include down time & labor costs)

REPLACEMENT INFORMATION

Target Date for Replacement _____

Base Cost of Replacement \$ _____ Cost of Extras (detail) \$ _____

Quoted by _____ Date _____

OTHER

Cost of Insurance per Year
 Cost of Registration per Year
 Annual Note Payments
 Ownership Cost per Year

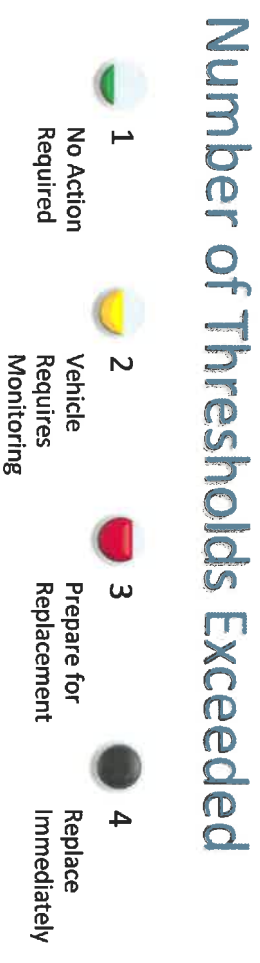
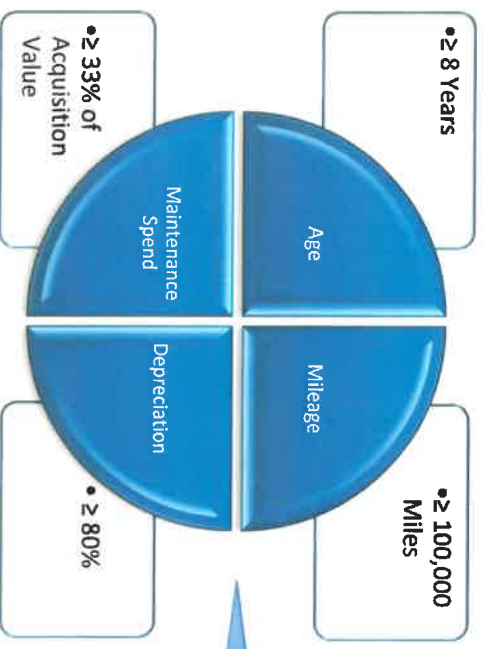
Rental Equivalent Cost Per Year

Rental Terms _____

Replacement Recommendation

Monitoring vehicle condition is a vital step in controlling repair spend, reducing downtime, and planning for asset replacement.

- OVM analyzes 4 key criteria to measure vehicle lifecycle
 - Age
 - Mileage
 - Life-to-date maintenance spend
 - Depreciation
- As criteria thresholds are met the lifecycle progresses
 - Assets identified as category 3 or higher have been marked for replacement and an acquisition plan should be formulated.





SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: December 8, 2020

VI

COVID-19 UPDATES AND RECOMMENDATIONS – A

REQUESTED BY:	Chair
DESIRED ACTION:	Updates and Recommendations
PROPOSED MOTION:	TBD
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____



SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: December 8, 2020

VII

SELECTBOARD REPORTS

Reported by:	Topic:



SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: December 8, 2020

VIII

TOWN ADMINISTRATOR'S REPORT

To: Selectboard
From: Maria T. Broadbent, Town Administrator
Subject: Town Administrator's Report
Date: December 4, 2020

This report is for the period November 7, 2020 through November 20, 2020.

1. General

- Town Hall remains closed to the public, except by appointment only, as precaution to the COVID-19 virus. Town staff is available by appointment.
- The updated COVID-19 Mandatory Safety Standards and Workplace Training Manual based on guidance from the Commonwealth, and the Board of Health and feedback from the Selectboard, has been distributed to staff.
- Supervisors continue to monitor the safety of staff and allow work from home when appropriate.

2. Fiscal Matters

- The tax bills have gone out and payments are being received and processed.
- A candidate for town accountant has been interviewed and a recommendation will be sent to the selectboard.
- Lisa Souve', the retired accountant from Brewster, continues to provide accounting services on an hourly basis while the Town finishes the hiring process for a permanent accountant.

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

- November 24-KP Law-re land court issues related to solar panel project
- December 2-KP Law -re possible change in town status re Omaha Road
- December 3-Paul Jahnige, DCR-re rail trail project
- December 3-Pete Cook & Rebecca Noble-re bike trail projects
- December 4- Tom Conrad, Supt of Schools -introduction

4. Personnel Matters:

- Courtney Butler, Executive Assistant to the Town Administrator is leaving to take another position. Rebekah Eldridge will be assisting with some of Courtney's duties while the position is being filled.
- Kevin McCarthy, DPW Foreman is leaving for another position. His position should be advertised next week
- The job description for the Harbormaster position is being updated and will be brought to the Personnel Board for review as soon as possible.



SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: December 8, 2020

TOPICS FOR FUTURE AGENDA ITEMS As of December 3, 2020

For future reference:

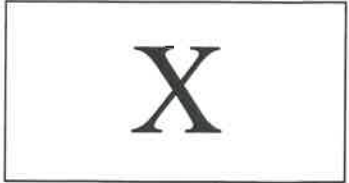
- Future new updates will be in **BOLD**
- Completed items will be dropped from list

Date	Issue	Update
8/11/20 (HMW)	Selectboard Correspondence	
8/11/20 (HMW)	Town Administrator Evaluation Plan and Process	
8/11/20 (MD)	Selectboard Social Media Policy	
8/25/20 (HMW)	Selectboard Polices – review, refine, edit	In process - Obtaining Legal Counsel and Fuel-Efficient Vehicle policies were asked to be forwarded to Boards and Committees by the TA at the 10/27 meeting.
9/8/20 (RC)	MEPA for Map 30, Parcel 14	
9/8/20 (HMW)	Abiding by OML/Conflict of Interest Discussion	
9/30/20 (RC)	Cemetery Commission update	
10/13/20 (MD)	Stairway from Historical Society	In process – acceptance of gift at 10/27/20 meeting, awaiting the “letter of agreement” for review
10/13/20 (JC)	Update from Comp. Wastewater Mgmt Planning Committee – oysters as nitrogen mitigators	
10/13/20 (RC)	Follow-Up with National Seashore about Woodland Fire Management	
10/13/20 (MD)	Local Media Policy	
10/13/20 (HMW)	Status of Roads in the Subdivision in Indian Neck Heights	
11/10/20 (JR)	Executive Session to go over all current cases in litigation	In process – working to schedule, potentially for Weds. 11/9
11/24/20 (MD)	Regulating abandoned/foreclosed properties	
11/24/20 (HMW)	Meeting about the Bike Trail with CCNS, B&W Committee, and Cape Cod Delegation	



SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: December 8, 2020



CORRESPONDENCE AND VACANCY REPORTS

Friday, November 20, 2020 through Friday, December 4, 2020

Letters (emails):

11/23	MA Division of Marine Fisheries	Public Comment Sought on Proposed Increase to 2021 Summer Flounder Period I (January 1 – April 22) Commercial Trip Limit
11/23	Nancy Civetta	Shellfish Crier: Last call for oyster buy-back, shellfish permits go on sale online Dec. 1, and other impt updates!
11/23	Courtney Butler (John Riehl)	Letter from NRAB
11/24	MA Division of Marine Fisheries	Public Comment Sought: 2021 Winter I Commercial Scup Limit
11/24	Hillary Lemos	Conservation Restrictions
11/24	Courtney Butler	Meetings to Schedule
11/24	Michael DeVasto	Selectboard Investigation Proposal Draft
11/24	Helen Miranda Wilson	Town policy on organic land management.
11/24	Courtney Butler	Correction to Charter Language in Packet
11/24	MA Division of Marine Fisheries	There's no better time than NOW to buy MA grown oysters!
11/24	Rebekah Eldridge	FY 2022 Wellfleet Finance Committee Final CIP recommendations
11/24	Courtney Butler	Documents for signature in your office
11/24	Jude Ahern	Re: Public Records Request: Chair Reinhart and TA Dan Hoort and CCC Wellfleet NV LLC and CCC Wellfleet RE LLC
11/24	Jude Ahern	Fwd: three quick things
11/25	Cape Cod Commission	Cape Cod Commission Reporter: November 2020
11/25	MMA	WLG Meeting Dec. 10, Allison Shapira is featured speaker
11/25	Nancy Civetta	Recreational Shellfishing Crier: 2021 enforcement and permits going on sale Dec. 1, and more
11/27	Janice O'Connell	Barnstable County Assembly of Delegates Meetings Scheduled for 12/2/20
11/28	Nancy Civetta	NEED YOUR INPUT NOW! on Shellfish Dept. Initiative for a weekly "Shellfish Farmers' Market" for ALL harvesters, including wild
11/28	Dan Morton	RE: NEED YOUR INPUT NOW! on Shellfish Dept. Initiative for a weekly "Shellfish Farmers' Market" for ALL harvesters, including wild
11/29	Chief Hurley	Strong low pressure will bring strong winds, heavy rain, and potential coastal flooding to southern New England on Mon-Tues UPDATED 330pm 11-28-20
11/30	Courtney Butler	Agenda items for 12/8 due by 12 Noon on 12/4
11/30	Courtney Butler	This Month in the Division of Open Government: Subcommittees and Working Groups
11/30	Helen Miranda Wilson	Fwd: Massachusetts Shellfish Initiative Task Force Scheduled for December 4th
11/30	MA Division of Marine Fisheries	Massachusetts Shellfish Initiative Task Force Scheduled for December 4th
12/1	Courtney Butler (Joe Aberdale)	FW: Memo to TA
12/1	MMA	WLG Meeting Dec. 10, Allison Shapira is featured speaker



SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: December 8, 2020

12/1	Courtney Butler	12/3 Selectboard Work Meeting agenda packet
12/1	MMA	Here's your December issue of The Beacon from the MMA
12/2	MMA	Get Inspired to Create Change at the WEMO Leadership Symposium
12/2	Nancy Civetta	Woods Hole Sea Grant Provides More Than \$19,000 in COVID-19 Related Rapid Response Grants to Support Cape Cod Municipal Shellfish Efforts
12/2	Hillary Lemos	FW: Emergency Filing for 1440 Chequessett Neck Road, Wellfleet
12/2	Nancy Civetta	Shellfish Crier: Call for Shellfish Farmers' Market Participants, Commercial Permit Sales Update, and more important news
12/2	Ryan Curley	Re: Emergency Filing for 1440 Chequessett Neck Road, Wellfleet
12/3	Ryan Curley	Brian Carlstrom Rail Trail Interview.
12/4	MMA	Early Bird Discount for MMA Annual Meeting Ends Jan 6 - Don't Miss Out!
12/4	MMA	Justina, Budget Conference Committee Reaches Agreement on FY21 State Spending Plan

Applications:

12/2	Elaine McIlroy	Municipal Housing Trust Fund
12/2	Gary Sorkin	Municipal Housing Trust Fund
12/2	Kathleen Nagle	Municipal Housing Trust Fund
12/3	Steve Oliver	Planning Board
12/3	Sharon Rule-Agger	Municipal Housing Trust Fund

Federal State Local:

12/3	Brian Carlstrom	NORA for Land in CCNS
12/3	MassWorks	MassWorks Water Grant

Board & Committee Minutes:

12/1	Chris Allgeier	WELLFLEET HARBOR DREDGING TASK FORCE - MINUTES OF MEETING, NOVEMBER 16, 2020
12/3	Joe Aberdale	Marina Advisory Committee Minutes November 4, 2020
12/3	Carol Ubriaco	attached WHC minutes of Nov. 4, 2020

Internal Memos:

11/20	Ryan Curley	Warrants
		W11242020 \$1,151,374.52
		11242020PR \$364,016.75
		total \$1,515,391.27
12/4	Ryan Curley	Warrants
		12082020PR \$401,494.93
		W12082020 \$426,377.41
		TOTAL \$827,872.34

Legal:

12/3	KP Law	Rispoli Ventures v ZBA
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SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: December 8, 2020

XI

MINUTES

REQUESTED BY:	Executive Assistant
DESIRED ACTION:	Approval of meeting minutes
PROPOSED MOTION:	I move to approve the minutes of November 24, 2020 as printed in draft. I move to approve the minutes of December 3, 2020 as printed in draft.
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____

DRAFT – A full audio recording of this virtual meeting can be found on the Town’s website under Wellfleet Town Media.

**Wellfleet Selectboard Meeting
Tuesday, November 24, 2020 at 6pm
Zoom Virtual Meeting**

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

Also Present: Town Administrator Maria Broadbent; Assistant Town Administrator Mike Trovato; Executive Assistant Courtney Butler; Police Chief Michael Hurley; Fire Chief Rich Pauley; Shellfish Constable Nancy Civetta; Treasurer Miriam Spencer; Media Operations Manager Mia Baumgarten; Acting Harbormaster William Sullivan

Chair DeVasto called the meeting to order at 6:00 p.m. This meeting was held via Zoom and the recording is available on the Town website.

ANNOUNCEMENTS, OPEN SESSION AND PUBLIC COMMENT

- Elaine McIlroy: if you have lost income due to COVID-19 or other reasons and need help paying rent, the Wellfleet Housing Rental Assistance and Emergency Housing Assistance Programs are available. Please contact the Homeless Prevention Council at 508-255-9667 or the Wellfleet Housing Authority at wellfleetaffordablehousing@gmail.com

MASSDEVELOPMENT PRESENTATION AND VOTE AUTHORIZING THE TOWN OF WELLFLEET TO PARTICIPATE IN THE MASSACHUSETTS COMMERCIAL PROPERTY ASSESSED CLEAN ENERGY PROGRAM (PACE)

Trovato presented the PACE program, administered by MassDevelopment, along with Wendy O’Malley of MassDevelopment. The presentation materials are available as a public record in the packet for this meeting. Curley asked about the betterment assessment; O’Malley said that municipalities do not pay property tax and are therefore not responsible for this.

Curley asked how many properties would be eligible, saying he could only think of a dozen. O’Malley said she does not think it would apply to many properties, but for those that it would, it would make a difference. She said that a request came in from a business in Town. Wilson asked about fees; O’Malley said there is a financing fee, dependent on the amount of the project financing. Carlson asked if the Town had any financial obligation; O’Malley said no, the Town would bill the businesses, but acts only as a pass-through.

There was further discussion about the PACE program.

- Reinhart moved to authorize the Town of Wellfleet to Participate in the Massachusetts Commercial Property Assessed Clean Energy Program (PACE).
- Wilson seconded, and the motion carried 5-0.

COVID-19 UPDATES AND RECOMMENDATIONS

Town Finances and Accounting Update [Town Administrator and Chair]

Spencer said that, since the weekend posting of the tax bills, over \$160,000 has been received in payments. DeVasto asked if the potential cash shortfall was a possibility; Spencer said that they are getting up to speed on paying bills and will be able to make a better determination when an Accountant is hired. Spencer said that Lisa Souve has been a great assistance in working through the financial issues.

DRAFT – A full audio recording of this virtual meeting can be found on the Town’s website under Wellfleet Town Media.

Curley asked if the Rooms Tax Payment was from September; Spencer said that it was a quarterly payment from June-August, the same payment she informed the Board of last time. Broadbent said the Department of Revenue’s (DOR) Division of Local Services (DLS) provides a free service to municipalities to investigate the finances. She said they would be able to come in during the Spring of 2021 and in the meantime, staff would continue to work on matters to prepare for their arrival. DeVasto agreed that having an Accountant in place first would be ideal. There was further discussion of enlisting the services of the DOR/DLS.

DeVasto asked about conducting a forensic audit; Broadbent said that would cost tens of thousands of dollars to learn what we already know. Broadbent recommended keeping the current assistance on hand, Rich Bienvenue and Souve, to aid in resolving problems. The Board agreed that getting an Accountant in place is critical and keeping the assistance of Bienvenue and Souve will aid in the process.

- Carlson moved to approve enlisting the services of the Massachusetts Department of Revenue Financial Review Services.
- Wilson seconded, and the motion carried 5-0.

DeVasto proposed a plan for the Financial Investigation, which the Board approved at the November 10, 2020 meeting. He suggested appointing two board members to begin the investigation, who would determine the need for further investigation or not. Wilson disagreed. Curley said the Board needed to do its due diligence and investigate and recommended hiring an outside agent. Carlson agreed with Curley and stated that it was important for Board members to be able to meet with staff members, confidentially. There was further discussion on how to conduct the investigation.

- DeVasto moved to appoint two Board members to speak with Department Heads and relevant staff to determine the need for further inquiry.
- Carlson seconded, and the motion 4-1, with Wilson opposed.

Appointments will be made at the following Selectboard meeting.

Other COVID-19 Updates and Recommendations

Wilson asked the Board if they felt the language was clear that masks must always be worn in public places. Reinhart said that Governor Baker has made it clear that masks are mandatory, regardless of social distancing capabilities. Wilson asked Broadbent if staff were complying, citing several reports of non-compliance. Carlson said she also received concerns.

BOARD/COMMITTEE APPOINTMENTS AND UPDATES

Comcast License Agreement - Bill Hewig and Cable Advisory Committee

Bill Hewig presented the License Agreement renewal. Reinhart asked about getting Town-wide Wi-Fi; Hewig said that is not something that Comcast offers. There was further discussion of Comcast services.

- Reinhart moved to approve and sign the Comcast Cable Television License Agreement for a ten-year period, beginning on December 1, 2020 and ending on November 30, 2030, and authorize the Selectboard to sign it.
- Wilson seconded, and the motion carried 5-0.

DRAFT – A full audio recording of this virtual meeting can be found on the Town’s website under Wellfleet Town Media.

Mark Washburn – Cable Advisory Committee

Washburn presented his reasons for wanting to join the Cable Advisory Committee, citing his professional experience in telecommunications.

- Reinhart moved to appoint Mark Washburn to the Cable Advisory Committee for a one-year term.
- Wilson seconded, and the motion carried 5-0.

Peter Cook – Bike and Walkways Committee

Cook presented his reasons for wanting to join the Bike and Walkways Committee, citing his professional experience in engineering and desire for a safe bike route in Town. Carlson asked Cook his opinion on the Bike Trail; Cook said he was part of the group who tried to voice opposition to the State’s proposal and said it was important to evaluate alternative routes. DeVasto said he met with this group, Wellfleet Concerned Citizens for a Sensible Bikeway, and said he felt someone with Cook’s background could serve the Committee well.

Kathleen Bacon, audience member, spoke against Cook’s appointment, stating that Cook has been a vocal opposition to the Rail Trail. Bacon also noted that Cook’s property abuts the Rail Trail and questioned his ability to be impartial, and felt the Committee was stacked with opposition. Cook said his sister owns property at one end of the proposed parking lot, on Oriole Lane, but this has not motivated his interest. There was further discussion of Cook’s appointment.

- Curley moved to appoint Peter Cook to the Bike and Walkways Committee to fill a term ending June 30, 2022
- Wilson seconded, and the motion carried 5-0.

Planning Board Member – 95 Lawrence Road Task Force

Olga Kahn, Planning Board member, presented her reasons for wishing to be appointed as the representative to the Task Force. This Task Force is typically appointed by the Town Administrator, but Broadbent, who is new in her position, did not feel comfortable making the appointment and asked the Board to do so.

- Reinhart moved to appoint Olga Kahn as the Planning Board member to the 95 Lawrence Road Housing Task Force.
- Wilson seconded, and the motion carried 5-0.

Conservation Restriction (CR) on 3.2 acres that is part of two contiguous lots off Old King’s Highway – Conservation Trust

Reinhart recused herself. Wilson thanked Reinhart for transferring this land to the Conservation Trust and protecting it. Dennis O’Connell, of the Wellfleet Conservation Trust, presented the Conservation Restriction, which he said is basically a contract. He noted that Reinhart will still be the landowner but will work with the Trust to conserve the land. DeVasto confirmed that this is a deed restriction; O’Connell said yes, and it will remain in place even if the property is sold. There was further discussion.

- Carlson moved to approve the conservation restriction on the land of 66 Old Kings Highway as recommended by the Wellfleet Conservation Trust.
- Wilson seconded, and the motion carried 4-0, with Reinhart recused.

LICENSES

Renewal of Annual Liquor Licenses [Principal Clerk]

DRAFT – A full audio recording of this virtual meeting can be found on the Town’s website under Wellfleet Town Media.

- Reinhart moved to approve the renewal of the Annual Liquor Licenses as presented in the packet and recommended by the Principal Clerk.
- Curley seconded, and the motion carried 5-0.

BUSINESS

Update on Fuel Tanks at Marina [Town Administrator]

Broadbent and Sullivan presented the update. Broadbent said that GEI, the engineering firm has completed 30% of its design. Sullivan said he has asked for renderings of what the above ground tanks would look like at the Marina. He said the contract is also to remove the current tanks and install the new tanks. There was further discussion.

Review, Discuss, and Approve Letter in Support of an Expanded Residential Tax Exemption Proposal [Curley]

Curley presented his petition to the General Court for an Expanded Residential Tax Exemption Program, this is not a letter. He said that if the Board approves this then the next step is for Town Meeting approval, followed by legislation from Senator Cyr and Representative Peake’s office.

- Curley moved to insert and support expanding residential property exemption: home rule petition in the 2021 Annual Town meeting Warrant and direct to the Town Administrator to draft the article.
- Wilson seconded, discussion:

Wilson agreed this was a good idea but was concerned that the Town needs to collect tax dollars, stating that exempting one group would put a burden on another group of taxpayers. She asked who would oversee continuity and monitoring the exemption. Curley said there was no registration for tracking AADUs and noted that Provincetown is the example to follow, as they have already instituted this program. There was further discussion.

- The motion carried 5-0.

Discussion of the Status of H746: An Act Relative to Shellfish (Cutler Bill) [Wilson]

Wilson said that this Bill has officially died in session, according to Representative Peake.

SELECTBOARD REPORTS

- Reinhart: thank you to committees for emailing the Board your minutes
- Wilson: attended State of the Harbor Conference

TOWN ADMINISTRATOR’S REPORT

Broadbent cited the \$3.8 Million grant the Town received to assist in the Water project, from MassWorks. DeVasto noted that the Executive Assistant position will be vacant later this month; Broadbent said she is working with Butler on the transition and will get the job posted soon.

This report is for the period November 7, 2020 through November 20, 2020.

1. General

- Town Hall remains closed to the public, except by appointment only, as precaution to the COVID-19 virus. Town staff is available by appointment.
- The Health/Conservation Agent has updated the COVID-19 Mandatory Safety Standards and Workplace Training Manual based on guidance from the Commonwealth, and the Board of Health and feedback from the Selectboard.

DRAFT – A full audio recording of this virtual meeting can be found on the Town’s website under Wellfleet Town Media.

2. Fiscal Matters

- The Town Treasurer worked with worked closely with the Eastham Finance Director to finish up the tax rate filing. Tax bills will be mailed on November 24 and will be due on December 24. The residential tax rate is \$7.86 which is up 1.1% from last year’s rate of \$7.75.
- Rich Bienvenue prepared a report of his findings while helping Town staff with the tax rate filing, including his recommendations going forward. That report is on the Selectboard’s November 24 agenda.
- Lisa Souve’, the retired accountant from Brewster, continues to provide accounting services on an hourly basis while the Town conducts a search for a permanent accountant.
- Staff recommends enlisting the services of the Department of Revenue’s Technical Assistance Team to conduct a free Finance Management Review. This should be conducted after the Town has permanently filled the accountant position.
- The Town has been awarded a \$2.5 million Mass Works grant to help pay for the water system expansion project approved at Town Meeting

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

- November 9-Selectboard & Brian Carlstrom, re Bike Trail options
- November 10-Open Gov permitting software options
- November 16-Congressional staff re Herring River Restoration project funding
- November 16-Chris Allgeier & Joe Aberdale-Dredging Task Force
- November 17-Piggyback dredging pre-bid conference
- November 17-Ben Zehnder, introduction
- November 18-Bill Traverse, Barnstable County IT support agreement
- November 19-DOR Technical Assistance Bureau
- November 19-Gerry Canter, Ameresco solar panel project
- November 20-GEI update on fuel tank project

4. Personnel Matters:

- The Town Accountant position has been advertised on the Town website and with relative professional organizations, with a closing date of November 20. A panel will be assembled to conduct interviews.

TOPICS FOR FUTURE DISCUSSION

- Reinhart: Executive Session for open litigation
- Wilson: meeting about Bike Trail with CCNS, Bike and Walkways Committee, and the Cape Cod Delegation
- DeVasto: regulating abandoned/foreclosed properties

CORRESPONDENCE AND VACANCY REPORTS

There was no discussion.

MINUTES

November 9, 2020

Curley provided an amendment.

- Reinhart moved to approve the minutes of November 9, 2020 as amended.
- Carlson seconded, and the motion carried 4-0-1, with Wilson abstained.

DRAFT – A full audio recording of this virtual meeting can be found on the Town’s website under Wellfleet Town Media.

November 10, 2020

- DeVasto moved to approve the minutes of November 10, 2020 as printed in draft.
- Carlson seconded, and the motion carried 4-0-1, with Wilson abstained.

ADJOURNMENT

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

The meeting adjourned at 9:27pm.

Respectfully submitted,

Courtney Butler,
Secretary

Public Records Documents available as of 11/24/2020:

1. Presentation materials for the Property Assessed Clean Energy (PACE) program;
2. Vote authorizing the Town of Wellfleet to Participate in the MA Commercial PACE Program;
3. Memo from Town Treasurer Miriam Spencer, dated November 19, 2020, re: Cashflow, FY21 Tax Bill & Staffing Update;
4. Memo from Town Administrator Maria Broadbent, dated November 20, 2020, re: Financial Management Review;
5. Memo from Rich Bienvenue, dated November 19, 2020, re: Comments and observations related to condition of the Town’s financial records;
6. Yarmouth Finance Department Interview Board Questions;
7. Comcast License Renewal Agreement, drafted by KP Law;
8. Memo from Town Administrator Maria Broadbent, dated November 2, 2020, re: DRAFT Comcast License Renewal;
9. Appointment papers for Mark Washburn, Peter Cook, and Olga Kahn;
10. Conservation Restriction papers from the Wellfleet Conservation Trust;
11. Email from Hillary Lemos, dated November 24, 2020, re: Conservation Restrictions;
12. Town policy on organic land management;
13. Annual Liquor License renewal paperwork;
14. Information about the Expanded Residential Tax Exemption program;
15. Email from Helen Miranda Wilson, dated November 19, 2020, re: H746 An Act Relative to Shellfishing;
16. Letter from the Selectboard to Joint Committee on Environment, Natural Resources and Agriculture, dated September 4, 2019, re: H746 An Act Relative to Shellfish Aquaculture Licenses;
17. Town Administrator’s Report;
18. Topics for Future Agendas;
19. Correspondence Report;
20. Vacancy Report;
21. Draft minutes of the November 9 and November 10, 2020 meetings.

DRAFT – A full audio recording of this virtual meeting can be found on the Town’s website under Wellfleet Town Media.

**Wellfleet Selectboard Meeting
Thursday, December 3, 2020, 2020 at 11 am
Zoom Virtual Meeting**

Selectboard Members Present: Janet Reinhart; Helen Miranda Wilson; Justina Carlson; Ryan Curley

Regret: Chair Michael DeVasto;

Also Present: Town Administrator Maria Broadbent; Assistant Town Administrator Mike Trovato; Executive Assistant Courtney Butler; Acting Harbormaster William Sullivan

Vice Chair Reinhart called the meeting to order at 11:03 a.m. This meeting was held via Zoom and the recording is available on the Town website.

ANNOUNCEMENTS, OPEN SESSION AND PUBLIC COMMENT

- There were no announcements or comments.

REVIEW, APPROVE, AND SIGN THE CONTRACT AWARDED TO CASHMAN DREDGING FOR THE HARBOR DREDGING

Trovato introduced the contract for the Wellfleet Harbor Dredging, in the amount of over \$2 million, with Cashman Dredging. He then introduced Dan Robbins, GEI Consultants, who assisted in the procurement process. Trovato noted that Cashman was the only bidder for the project, and GEI helped to qualify them for the award. Broadbent said that three companies showed up to the Pre-Bid Opening, but only Cashman ended up submitting a bid. Robbins said he verified Cashman’s references, and both provided good feedback. Wilson asked about a procurement procedure, regarding having a Project Manager; Broadbent confirmed that GEI will be serving in this capacity.

- Curley moved to approve the contract with Cashman Dredging and authorize the Town Administrator to sign it.
- Wilson seconded, and the motion carried 4-0.

The Board thanked everyone for their efforts on this project.

ADJOURNMENT

- Wilson moved to adjourn.
- Carlson seconded, and the motion carried 4-0.

The meeting adjourned at 11:7 a.m.

Respectfully submitted,

Courtney Butler,
Secretary

Public Records Documents available as of 12/3/2020:

1. Contract Agreement between d Cashman Dredging & Marine Contracting Company, LLC and the Town of Wellfleet;
2. Wellfleet Harbor Dredging Bid Review and Recommendations from GEI Consultants, dated November 30, 2020



SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: December 8, 2020

XII

ADJOURNMENT

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