



## Wellfleet Selectboard

### **Note: Start Time of 7pm**

The Wellfleet Selectboard will hold a public meeting on **Tuesday, July 14, 2020, at 7:00 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](http://www.youtube.com/c/wellfleettownmedia).
2. Join the meeting hosted in Zoom by using the following link:  
<https://zoom.us/j/96621076450?pwd=bU9Wcm9HN3J4VnJnTnlqYmVOVzFoQT09>
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: 966 2107 6450 Password: 230518**
  - 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 **the Meeting ID: 966 2107 6450 and Password: 230518**. 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](mailto: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](http://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.

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### **I. Announcements, Open Session and Public Comments**

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

### **II. COVID-19 Updates and Recommendations**

- A. July 4 weekend recap
- B. Annual Town Meeting [Moderator]
- III. **SPAT Update [Carlson]**
- IV. **Business**
  - A. FY20 Year-end budget transfers [Town Accountant]
  - B. Seasonal Taxpayer Meeting Date
  - C. Assignment of signing warrants task [Wilson]
  - D. Thank you letter to Bruce Katcher [Reinhart]
  - E. Wellfleet Transfer Station Agreement
  - F. Maintaining archive of virtual meetings during this time [Wilson]
  - G. Review of 2020 Annual Town Meeting Warrant
  - H. Approval of Lease for Cahoon Hallow Parking Lot
- V. **Selectboard Reports**
- VI. **Town Administrator's Report**
- VII. **Topics for Future Discussion**
- VIII. **Correspondence and Vacancy Reports**
- IX. **Minutes**
  - A. June 23, 2020
  - B. July 7, 2020
- X. **Adjournment**



# SELECTBOARD

AGENDA ACTION REQUEST  
Meeting Date: July 14, 2020

II

## COVID-19 UPDATES AND RECOMMENDATIONS – A

<b>REQUESTED BY:</b>	<b>Police Chief</b>
<b>DESIRED ACTION:</b>	<b>July 4<sup>th</sup> Weekend Recap</b>
<b>PROPOSED MOTION:</b>	N/A
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____



To: Chief Michael Hurley

From: Lieutenant Kevin M. LaRocco

Date: July 06, 2020

Subject: July 4<sup>th</sup> weekend update on Cahoon Hollow Beach

Chief,

This past weekend was busy at Cahoon Hollow Beach, several of our officer's remained on location for over 10 hours each day due to traffic issues, no parking available, commercial bus, Ubers and taxi drop off. In addition, we had 2 officers posted at the beach, one Harwich officer with an ATV.

Beachcomber parking lot filled each day before 9:00 am. Officer Spiegel, Officer Flaxman and I coordinated and organized drop offs as well as we could. The number below only indicates commercial vehicles. At all times of the day citizens were seen walking from all directions of local roads. The observation was no other beaches in the Town of Wellfleet were at full capacity.

- Friday July 3<sup>rd</sup> – 6 School bus drop offs
- Saturday July 4<sup>th</sup> – 16 School bus drop offs
- Sunday July 5<sup>th</sup> – 3 School bus drop offs
- Extremely large unknown amount of Taxi, Ubers

We received one complaint regarding Officer's not wearing face masks. At the time of the complaint, the officers were not near others. At any time, an officer encountered a citizen, they immediately put their face covering on. Overall, I was present all weekend and the Beachcomber staff did a great job reminding patrons to put face mask on while in parking lot.

We encountered one verbal domestic halfway up the hill from the Beachcomber in the woods with a young couple. This was verbal only and the couple were cooperative and moved along.

Multiple times we located males urinating in the woods in the area of Cahoon Hollow Road and Ocean View Drive. Any encounters were lectured, warned and moved along. In addition, Officer Spiegel reminded large groups of this expectation when they were waiting for transportation. We did receive one written complaint addressed to you from the property owner on Ocean View Drive.

Regarding alcohol being consumed in public on Ocean View Drive, several encounters were observed from several different officers. The citizens were apologetic and complied with our requests to spill out their beverage. Overall, visitors complied, and this was not a significant issue.

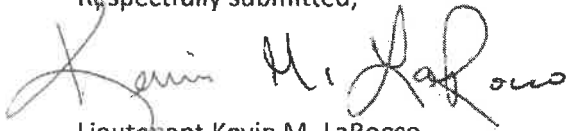
Saturday July 4<sup>th</sup> continued all day with large crowds, at approximately 3:57 pm Officer Kannally (Harwich PD) on his ATV was flagged down regarding a disturbance further down the beach. Once on location, Officer Kannally advised Sergeant Clark of a fight in progress and a large unruly crowd of over

60 people over the beach radio. Sergeant Clark attempted to call our dispatch to advise and request back up, although radio signal would not go through. All other Officers heard was static on radio. At this time, myself, Officer Daley and Spigel headed down to the beach to check on Officers. Once we were able to get radio service with the portable beach radios, Officers at the fight were requesting all officers due to the unruly crowd. Sergeant Turner, Officer Valli and two National park rangers were dispatched as well. We requested Eastham and Truro to respond for any pending calls in Town. Officers were able to de-escalate the crowd where we ended up escorted and cleared over 60 beach goers off the beach.

The outcome and the way our officers handled this weekend was exceptional. This last incident was a serious officer safety issue. We need to improve our radio service and/or get repeaters on our beaches. I would like to continue finding ways to get two ATV's for the Police Department. As we have spoken in the past regarding ATV's, these are well needed.

I do not believe anything we do will stop people from coming to Cahoon Hollow Beach, the School Bus drop offs and Ubers will continue to come. If we decide to ban drop offs all together, this would cause more traffic issues on Ocean View Drive and would cause the need for even more additional resources.

Respectfully submitted,

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

Lieutenant Kevin M. LaRocco



## SELECTBOARD

AGENDA ACTION REQUEST  
Meeting Date: July 14, 2020

II

### COVID-19 UPDATES AND RECOMMENDATIONS – B

<b>REQUESTED BY:</b>	Moderator
<b>DESIRED ACTION:</b>	Annual Town Meeting – Date
<b>PROPOSED MOTION:</b>	<p>In accordance with Section 2-6-1 of the Wellfleet Charter, and in light of the Selectboard's March 17th emergency declaration regarding the COVID-19 virus, I move to rescind the vote of April 28, 2020 which set October 5, 2020 as the date of the Wellfleet Annual Town Meeting and schedule the Wellfleet Annual Town Meeting for Saturday, September 12, 2020, at 10AM with a rain date of Sunday, September 13, 2020.</p>
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____





**Wellfleet 2020 Annual Town Meeting**  
**Current conditions, planning concerns and recommendations**

**Overall planning conditions and objectives**

- Town Meeting was postponed until early fall to allow time for planning and preparation for a safe meeting while the threat of Covid19 remains a concern. Given the continued uncertainty about contagion, including airborne contagion, and the limited options available for meeting spaces in Wellfleet, an outdoor meeting venue offers the best compromise between safety and logistical challenges. This is consistent with the recommendations from most public health officials. It's possible that some voters might not be comfortable attending any large gathering, even an outdoor meeting. Consideration should be given to reducing the quorum so that a lack of a quorum doesn't prevent the meeting being held. But plans still need to be made for attendance by normal (or even greater than normal) number of voters.

**Timing**

- **Concerns:**
  - An outdoor meeting is best conducted during daylight hours.
  - The tentative date of October 5 is a Monday. A weekday daytime meeting would disadvantage working voters.
  - A weekend meeting during daylight hours is more readily accessible to a wide range of voters.
  - An earlier fall date might improve the chances of favorable weather conditions.
- **Recommendations:**
  - **That the meeting be called for Saturday, September 12, 2020, beginning at 10 AM.**
  - **That a rain date be provided for. Sunday, September 13 is recommended for a rain date.**

**Location**

- **Concerns:**
  - The meeting venue needs to be large enough to accommodate the anticipated number of attendees (voters, town officials, non-voting observers) while maintaining safe distances between individuals or household groups.
  - The venue needs adequate space for check-in lines, aisles for attendees to access seating areas, nearby parking (including handicap accessible parking) and restroom facilities, as well as provision for some shelter / shade
  - The venue should be in a familiar location within town, not too exposed to wind.
- **Recommendation:**
  - **That the meeting be held at the Wellfleet Elementary ballfield.**

## Seating

- **Concerns:**
  - Chairs need to be placed to maintain a minimum 6' spacing.
  - Aisles need to be a minimum of 14' wide to allow two-way passage while maintaining space between walking and seated individuals.
  - Even with a reduced quorum, seating must be available for a larger number of attendees. Towns which have had outdoor town meetings this spring have found that the number of attendees is often higher than historical averages at their normal indoor meetings (this may well be in response to pent-up desire for some social interaction after months of social isolation).
  
- **Recommendations:**
  - **That the DPW mark the ballfield with chalk lines for seating areas and aisles.**
  - **That the check-in area be marked with aisles, directional arrows and lines indicating 6' spacing.**
  - **That the town rent chairs with enough seating for 350 (voters and non-voters).**
  - **That chairs be placed in pairs, with a minimum 6' radius around each pair.**
  - **That aisles in the seating area be marked with lines, directional arrows and signage.**
  - **That seats and tables for Selectboard, FinCom, Town Clerk and Town Accountant be set up to maintain adequate distance between individuals.**
  - **That separate seating areas be provided for those who can't or won't wear a face mask.**
  - **That non-voters remain outside the ballfield fence and be seated in a separate area**

## Shelter

- **Concerns:**
  - Tenting the entire venue to provide shelter in the event of rain is likely to be prohibitively expensive. A rain date is a more realistic alternative.
  - While daytime temperatures in September day aren't likely to be as hot as mid-summer, provision should be made for some shelter from the sun for vulnerable individuals.
  
- **Recommendation:**
  - **That the town contract for a large tent to provide shelter for a portion of the voters in attendance. If possible, a tent capacity of at least 100 seats, spaced as required, would be provided.**
  - **That 2 small tents also be provided for the audio equipment and operators and for the check-in registrars.**
  - **That voters be advised to bring hats and water.**

## Safety and sanitation

- **Concerns:**
  - Screening for entrants would provide some reassurance to other attendees.
  - Distancing must be maintained between attendees during check-in and throughout the meeting.
  - Face masks or coverings will be required of all attendees.
  - Toilet facilities and hand-washing or sanitizing facilities must be provided.
  
- **Recommendations:**
  - **That meeting attendees' temperature be checked by fire dept. personnel with infrared temperature sensors as voters are waiting to be checked in.**
  - **That masks be required of all voters and non-voters. That masks be available and provided for anyone who arrives without one.**
  - **That attendees who can't (for medical reasons) or who refuse to wear a mask be seated in a separate area, appropriately distanced from the rest of the attendees and from one another.**
  - **That volunteer "greeters and seaters" be used to guide voters and non-voters to seating areas. That the Recreation Dept. be asked to help recruit and supervise volunteers.**
  - **That police dept. personnel help in reminding voters to maintain distancing while moving around the venue, waiting to check-in, and leaving the meeting.**
  - **That the town contract with its vendor provide a sufficient number of portable toilets and handwashing stations. That at least one accessible unit be provided. It may be possible to reposition some units from other locations after Labor Day.**

## Quorum

- **Concerns:**
  - The virus is unlikely to be contained in the next several months.
  - Voters may be uneasy attending even an outdoor meeting.
  - The logistics of planning this meeting are complex, and every effort should be made to ensure a quorum so that business can be conducted.
  
- **Recommendation:**
  - **That the town take advantage of the provisions of the Commonwealth's emergency legislation to reduce the quorum to 100. This will require a published hearing by the Selectboard, approval of the Moderator, and notification by the Town Clerk to the Attorney General.**

## Audio

- **Concerns:**
  - Audio equipment must be adequate for all voters to hear the presentations and debate.
  - The equipment currently used by the town for town meetings is likely not adequate for use in a large outdoor venue.
- **Recommendations:**
  - **That the town contract with a vendor to provide and operate the audio equipment for town meeting.**
  - **That individual microphones be provided for the Moderator, for each Selectboard member, for the Town Administrator, Town Counsel, and for the members of Finance Committee.**
  - **That wireless microphones be provided for voters to speak to motions. That volunteer runners be used to bring microphones to speakers who will remain at their seated positions. That runners will sanitize microphones between speakers.**

## Visuals

- **Concerns:**
  - Video slide presentations for a large outdoor venue would require multiple large screens. This is financially and logistically impractical for this meeting.
  - Historically, town meeting was conducted without visual presentations. It's only within the past 2 decades or so that visual presentations have become the norm.
  - As with other accommodations, this meeting will have to be conducted without visual presentation.
  - The inability to use slide presentations does impose a burden on presenters and voters who use visuals to support their points.
- **Recommendations**
  - **That the town not try to replicate the experience of an indoor meeting and that we conduct this meeting without the use of video slide presentations.**
  - **That the town print a motions booklet containing the wording of all motions for distribution to voters as has been done for the past several meetings.**
  - **That the town use printed materials to explain any proposals that require more than a verbal presentation.**
  - **That the town make duplication services available for free in advance of the meeting voters who wish to support their presentation with visuals. Because there is a cost associated with duplicating a large number of printed materials, that the town place a reasonable limit on the number of pages allowed to be printed for any one voter.**
  - **That the town record the meeting on video for viewing soon after for those voters who can't attend or are not comfortable attending a large gathering.**

## Check-in procedures

- **Concerns:**
  - Historically, check-in has been a relatively slow procedure with lines of voters in close proximity to one another.
- **Recommendations:**
  - **That additional check-in stations be staffed if possible (a minimum of 3 check-in stations is recommended).**
  - **That check-in tables be spaced to maintain adequate distance between different groups of voters.**
  - **That plastic shielding and/or face shields be provided to separate registrars from voters.**
  - **That spacing be maintained by voters in line to check-in. That markings and signage be used to give visual clues to maintain spacing.**
  - **That volunteers and/or police dept. staff help enforce distancing.**
  - **That fire dept. staff take temperatures of all attendees by non-contact thermal sensors. That they also have masks available to those who need them as well as bottled water to distribute to attendees.**

## Voting procedures

- **Concerns:**
  - Most town meeting votes are conducted by voice vote.
  - An outdoor venue will make it impossible to judge a voice vote accurately.
- **Recommendations:**
  - **That voting be conducted by a show of raised cards. If the vote cannot be determined visually, that a counted vote of raised cards be taken by tellers.**
  - **That on check-in, voters be given both a voter card and a larger, highly visible card (ideally, a piece of fluorescent or brightly colored construction paper or cardboard).**

## Traffic, parking and crowd control

- Concerns:
  - Handicap parking will be required.
  - Parking at the school for town meeting is normally “self-regulated”.
  - If the daytime outdoor venue draws a larger than normal number of voters, the Police Dept. may need to assist with traffic and parking.
  - Exit of voters from the meeting will need to be managed to maintain distancing.
  
- Recommendations:
  - **That the spaces facing the ballfield be marked and reserved as handicap parking. That part of the parking area next to the ballfield (former site of the temporary police station) also be reserved as additional handicap parking.**
  - **That police dept. staff assist with traffic control and advising attendees where to park.**
  - **That, at the conclusion of the meeting, seating areas be “dismissed” in a staggered manner to prevent a bottleneck of voters leaving the meeting.**
  - **That police personnel assist with traffic exiting Lawrence Road to Rt 6 as usual following town meetings.**

## Warrant

- Concerns:
  - The warrant needs to be printed and mailed to every voter, per Charter.
  - Lead time for printing and mailing the warrant is about 5 weeks.
  - The use of consent agendas for groups of non-controversial articles has been a successful procedure in past town meetings.
  - Even with ideal conditions, conducting a meeting in this venue, at this time and in this manner is untried, so every effort should be made to minimize the amount of business necessary to be conducted.
  
- Recommendations:
  - **That the warrant be structured to reduce the length of the meeting as much as possible by postponing non-essential actions to a future meeting and by combining articles into consent agendas where possible.**
  - **If the Selectboard is in general agreement with this proposal to hold the ATM outdoors on September 12, that they commit to this date and close the warrant no later than their scheduled meeting on July 28. This will allow adequate time for printing and mailing the warrant.**

## Community engagement

- **Concerns:**
  - Conducting our ATM outdoors during the day on a Saturday represents a major change to our town meeting procedures.
  - Educating all participants on what to expect will be crucial to ensure that the meeting is conducted safely and with the usual opportunity for open debate and deliberation.
- **Recommendations:**
  - **Once the Selectboard commits to a date, that a major public information campaign be mounted so that voters know what to expect when they attend town meeting.**
  - **That print media, radio, social media, and the town's website all be used to publicize the date, venue and procedures for this town meeting.**
  - **That at least one, and perhaps several, virtual pre-town meetings be held, both for the usual reasons that we have a pre-town meeting and for additional opportunities to educate voters about how this ATM will be conducted.**

## Action items

- **Town Administrator's office**
  - Complete work to assemble the warrant and send to printer once date is set
  - Prepare motions booklet for distribution to voters
- **Selectboard**
  - Commit to date and close and post the warrant
  - Make recommendations on warrant articles
- **Town Clerk**
  - Assign additional registrars or check-in clerks if possible
  - Provide visual ballot cards and warrant booklet
- **Health Agent**
  - Review suggested procedures and make recommendations for any changes necessary to ensure safety for all participants
- **DPW**
  - Contract for tent and chairs
  - Mark field for chair spacing, aisles, entrance(s) and exit(s)
  - Make signage as required
  - Arrange for portable toilets and handwashing stations
- **Fire Dept**
  - Take temperatures at check-in line; provide masks to attendees if necessary
  - Distribute bottled water to attendees with assistance from volunteers
  - Staff an ambulance for standby at the meeting
  - Provide portable generator for audio equipment power supply
- **Police Dept**
  - Provide traffic and parking control before and after meeting
  - Help ensure that attendees maintain distancing; help with mask distribution
- **Media Operations Manager**
  - Contract with vendor to provide audio equipment and operators
  - Record meeting for viewing by voters who can't or don't want to attend
- **Moderator**
  - Assist with public education and outreach in advance of the meeting
  - Work with town departments to coordinate meeting preparations
  - Conduct pre-town meetings as necessary
  - Conduct the Annual Town Meeting
- **Volunteers**
  - Help with seating attendees after check-in and distribution of masks and water
  - Act as runners to bring microphones to voters and decontaminate after each use
- **Spiritual Advisors**
  - Pray to whoever or whatever you believe in for good weather!





## SELECTBOARD

AGENDA ACTION REQUEST  
Meeting Date: July 14, 2020

III

### SPAT UPDATE

<b>REQUESTED BY:</b>	<b>Selectwoman Carlson</b>
<b>DESIRED ACTION:</b>	<b>Update</b>
<b>PROPOSED MOTION:</b>	N/A
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____





## SELECTBOARD

AGENDA ACTION REQUEST  
Meeting Date: July 14, 2020

IV

### BUSINESS – A

<b>REQUESTED BY:</b>	<b>Town Accountant</b>
<b>DESIRED ACTION:</b>	<b>FY20 Year-end budget transfers</b>
<b>PROPOSED MOTION:</b>	<b>Move to approve the FY 2020 year-end transfers as recommended by the Town Accountant and Town Administrator.</b>
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____





# TOWN OF WELFLEET

300 MAIN STREET WELLFLEET MASSACHUSETTS 02667  
Tel (508) 349-0300 Fax (508) 349-0305  
www.wellfleetma.org

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## MEMORANDUM

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To: Wellfleet Selectboard  
Wellfleet Finance Committee

CC: Staff Department Heads

From: Dan Hoort, Town Administrator

Subject: Annual Year-end Budget Transfers

Date: July 3, 2019

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Town meeting voters approve a budget by department in April at the Annual Town Meeting for the upcoming fiscal year. Department Heads are instructed that budgets must be followed. While it may be acceptable for a line item in a department to be over if it may be covered by another line item that has a surplus it is not acceptable for the overall department's budget to be in deficit. The Administration and staff Department Heads take this very seriously.

The Commonwealth of Massachusetts realizes that not all activities and events are within our control and have provided a mechanism to transfer funds from one department where a surplus may exist to another department where a deficit exists. On or before July 15th of each year the Selectboard and Finance Committee must approve year-end transfers from the prior year. The recent Municipal Modernization Act changed some of the requirements of these transfers, but the basics remain.

### **M.G.L Chapter 44, Section 33(b)**

A town may, by majority vote at any meeting duly held, transfer any amount previously appropriated to any other use authorized by law. **Alternatively, the selectmen, with the concurrence of the finance committee or other entity established under section 16 of chapter 39, may transfer within the last 2 months of any fiscal year, or during the first 15 days of the new fiscal year to apply to the previous fiscal year, any amount appropriated,** other than for the use of a municipal light department or a school department, to any other appropriation.

(emphasis added)

Year-end budget transfers should be rare. Staff requests for a year-end budget transfer must provide a detailed explanation of the reason for the deficit. Only when staff has provided a detailed explanation for the deficit will the transfer requests be presented to the Selectboard and Finance Committee.

The Selectboard normally has a regularly scheduled meeting on or before July 15<sup>th</sup>, the Finance Committee usually has to schedule a special meeting on or before July 15<sup>th</sup> to approve the transfers.



## Courtney Butler

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**From:** Gene Ferrari  
**Sent:** Tuesday, June 2, 2020 10:59 AM  
**To:** Dept. Heads; Mike Trovato; Jane Tesson  
**Subject:** FISCAL Y/E SCHEDULE

Like it happens every year, June 30 is creeping up on us. This year, June 30 falls on a Tuesday, so the adjustments to payroll should be minimal. From a fiscal perspective, this will require a split payroll for one day. In addition, July 3 is a holiday, which shorts us a day of preparation/reconciliation. We are asking that **all payrolls be submitted to the Accountant's office no later than 12:00 PM on Tuesday, June 30th**. Year-end payroll is extremely time consuming, so please make every effort to get your payrolls in as early as possible.

### ENCUMBRANCES:

Please begin to monitor your FY20 expenses. Per MGL, the only monies that can be encumbered from your FY20 budgets are items or services ordered prior to June 30 for which you have not received the invoice. Note that this does NOT pertain to normal utility bills - phone, electric, etc. **All June 30<sup>th</sup> invoices are due into our office no later than Wednesday, July 15<sup>th</sup> at 12:00 PM.** For any invoices that have not arrived by that time, you will need to submit a letter requesting a holdover to pay those bills. You **must be specific** in your letter and or attachment stating what, and to whom, the invoice is for and the dollar amount. A copy of an invoice/purchase order from the vendor showing the order was placed on or prior to June 30<sup>th</sup> will suffice.

Example: Please encumber \$185.81 - XYZ Printing - forms.

In addition, all requests for encumbrances must be received in our office at the same time - **July 15<sup>th</sup> at 12:00 PM** along with your bills.

Thank you in advance for your cooperation in making year end go as smoothly as possible. If you should have any questions please feel free to contact our office.

*Gene Ferrari*

*Town Accountant  
Wellfleet, MA*

☎ (508) 349-0303

✉ **Internet:** [gene.ferrari@wellfleet-ma.gov](mailto:gene.ferrari@wellfleet-ma.gov)





## Courtney Butler

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**From:** glferrari@verizon.net  
**Sent:** Friday, July 10, 2020 10:48 AM  
**To:** Courtney Butler; Dan Hoort  
**Subject:** Fwd: 2020  
**Attachments:** 2020 Expense.xls

Courtney,

Attached is what I have now regarding Y/E transfers. Again, departments have until next Wednesday to get 'final' 2020 invoices in, as well as any encumbered requests. Column H is what prompted those departments to go in deficit, without talking to dept. heads.

Right now, there is \$804 K available. Again, final bills and encumbered requests will eat into that. This being my first rodeo in Wellfleet, I can only guess that the \$804 will be reduced to \$300 K after bills and encumbrances. At that point (next Wednesday), I can transfer money to cover deficits. The transfer will NOT reduce the estimated \$300 K, because the spreadsheet reflects the net amount.

*Gene Ferrari*

☎ (978) 407-3093

✉ [Internet: glferrari@verizon.net](mailto:glferrari@verizon.net)

-----Original Message-----

From: Gene Ferrari <Gene.Ferrari@wellfleet-ma.gov>  
To: glferrari@verizon.net <glferrari@verizon.net>  
Sent: Thu, Jul 9, 2020 12:01 pm  
Subject: 2020

*Gene Ferrari*

*Town Accountant  
Wellfleet, MA*

☎ (508) 349-0303

✉ [Internet: gene.ferrari@wellfleet-ma.gov](mailto:gene.ferrari@wellfleet-ma.gov)



	2020 Budget	2020 Expenses	2020 In Process	2020 Encumbered	Available	
Moderator	\$600	(\$320)	\$0	\$0	\$280	
Constables	\$100	\$0	\$0	\$0	\$100	
Audit	\$23,000	(\$5,000)	\$0	(\$18,000)	\$0	
Selectmen	\$16,870	(\$30,214)	\$0	\$0	(\$13,344)	TM Search
Town Admin	\$279,175	(\$230,713)	\$0	\$0	\$48,462	
General Admin	\$150,453	(\$154,188)	\$0	\$0	(\$3,735)	
Fincom	\$300	(\$189)	\$0	\$0	\$111	
Reserve	\$87,202	(\$16,500)	\$0	\$0	\$70,702	
Accounting	\$156,117	(\$160,160)	\$0	\$0	(\$4,043)	
Assessor	\$178,642	(\$177,524)	\$0	\$0	\$1,118	
Treasurer	\$224,693	(\$227,484)	\$0	\$0	(\$2,791)	
Legal	\$105,000	(\$160,657)	(\$9,336)	\$0	(\$64,993)	
IT	\$160,000	(\$148,491)	\$0	\$0	\$11,509	
Tax Title	\$11,000	(\$5,342)	\$0	\$0	\$5,658	
Clerk	\$64,544	(\$84,803)	\$0	\$0	(\$20,259)	clerk/pt labor
Elections	\$11,504	(\$11,584)	\$0	\$0	(\$80)	
Conservation	\$3,630	(\$2,039)	\$0	\$0	\$1,591	
Planning	\$10,435	(\$614)	\$0	\$0	\$9,821	
ZBA	\$1,756	(\$1,952)	\$0	\$0	(\$196)	
Open Space	\$1,500	\$0	\$0	\$0	\$1,500	
Herring	\$2,500	(\$2,200)	\$0	\$0	\$300	
Shellfish	\$241,673	(\$256,352)	\$0	\$0	(\$14,679)	holiday/vaca
S/F Prop	\$46,000	(\$20,274)	\$0	(\$23,220)	\$2,506	
S/F Advisory	\$100	\$0	\$0	\$0	\$100	
Cham/Commerce	\$10,000	(\$10,000)	\$0	\$0	\$0	
NRAB	\$1,150	(\$300)	\$0	\$0	\$850	
Housing	\$5,000	(\$1,646)	\$0	\$0	\$3,354	
Town Report	\$14,050	\$0	\$0	\$0	\$14,050	
Consultant	\$20,000	(\$20,955)	\$0	\$0	(\$955)	
Police	\$1,579,638	(\$1,611,762)	\$0	\$0	(\$32,124)	academy
Comm/Dispatch	\$388,864	(\$374,146)	\$0	\$0	\$14,718	
Fire	\$1,718,883	(\$1,603,730)	\$0	\$0	\$115,153	
Building	\$227,593	(\$223,809)	\$0	\$0	\$3,784	
EMS	\$5,000	(\$1,564)	\$0	\$0	\$3,436	
Traffic	\$6,250	(\$3,241)	\$0	\$0	\$3,009	
Schools	\$2,697,701	(\$2,358,699)	(\$35,574)	\$0	\$303,428	
Nauset	\$3,149,995	(\$3,151,061)	(\$155)	\$0	(\$1,220)	
CC Tech	\$255,136	(\$252,499)	\$0	\$0	\$2,637	
DPW Facilities	\$340,950	(\$309,914)	\$0	\$0	\$31,036	
DPW	\$1,213,132	(\$1,112,452)	\$0	\$0	\$100,680	

	2020 Budget	2020 Expenses	2020 In Process	2020 Encumbered	Available	
Highway	\$92,900	(\$69,787)	\$0	\$0	\$23,113	
Snow/Ice	\$128,180	(\$68,432)	\$0	\$0	\$59,748	
Street Lights	\$10,600	(\$8,651)	\$0	\$0	\$1,949	
Transfer Station	\$322,850	(\$313,541)	\$0	\$0	\$9,309	
Recycling	\$1,275	(\$65)	\$0	\$0	\$1,210	
BOH	\$190,679	(\$186,987)	\$0	\$0	\$3,692	
Human Services	\$305,000	(\$196,086)	(\$3,250)	\$0	\$105,664	
COA	\$256,754	(\$274,752)	(\$2,076)	\$0	(\$20,075)	P/T labor
Vet Services	\$29,335	(\$29,981)	\$0	\$0	(\$646)	
Library	\$482,244	(\$463,657)	\$0	\$0	\$18,587	
Recreation	\$326,906	(\$320,890)	\$0	\$0	\$6,016	
Comm Svc Direct	\$170,667	(\$128,025)	\$0	\$0	\$42,642	
Historical	\$2,600	(\$1,759)	\$0	\$0	\$841	
Holiday Celeb	\$1,200	(\$1,200)	\$0	\$0	\$0	
Cultural Council	\$2,000	(\$300)	\$0	\$0	\$1,700	
Beach	\$327,589	(\$427,318)	\$0	\$0	(\$99,729)	seasonal
Debt Service	\$1,418,271	(\$1,764,390)	\$0	\$0	(\$346,119)	P/D bond
Short Term	\$25,150	\$0	\$0	\$0	\$25,150	
Assessments	\$459,040	(\$244,855)	\$0	\$0	\$214,185	
Retirement	\$1,247,696	(\$1,247,696)	\$0	\$0	\$0	
Workers Comp	\$115,000	\$0	\$0	\$0	\$115,000	
Unemployment	\$25,000	(\$11,167)	\$0	\$0	\$13,833	
Health	\$1,379,027	(\$1,331,177)	\$0	\$0	\$47,850	
Life	\$6,500	(\$5,319)	\$0	\$0	\$1,181	
Medicare	\$149,974	(\$122,119)	\$0	\$0	\$27,855	
Health Stipends	\$45,000	\$38,217	\$0	\$0	\$83,217	
Health Equity	\$19,000	(\$20,509)	\$0	\$0	(\$1,509)	
Prop/Liab	\$312,000	(\$423,194)	\$0	\$0	(\$111,194)	premium chg
<b>Projects:</b>						
Coastal Resil.				(\$5,000)	(\$5,000)	
Shellfish Permit				(\$5,200)	(\$5,200)	
<b>TOTALS</b>	<b>\$21,262,573</b>	<b>(\$20,356,015)</b>	<b>(\$48,371)</b>	<b>(\$49,400)</b>	<b>\$804,747</b>	
Water Enterprise	\$280,861	(\$261,344)	(\$6,566)	\$0	\$19,517	
Marina Enterprise	\$906,530	(\$790,572)	\$0	\$0	\$115,958	



## SELECTBOARD

AGENDA ACTION REQUEST

Meeting Date: July 14, 2020

IV

### BUSINESS – B

<b>REQUESTED BY:</b>	Chair
<b>DESIRED ACTION:</b>	Seasonal Taxpayer Meeting Date
<b>PROPOSED MOTION:</b>	
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____





## SELECTBOARD

AGENDA ACTION REQUEST

Meeting Date: July 14, 2020

IV

### BUSINESS – C

<b>REQUESTED BY:</b>	Selectwoman Wilson
<b>DESIRED ACTION:</b>	Assignment of warrant-signing task
<b>PROPOSED MOTION:</b>	I move to designate _____ to be the member of the Selectboard to be the sole signer of warrants.
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____







# SELECTBOARD

AGENDA ACTION REQUEST  
Meeting Date: July 14, 2020

IV

## BUSINESS – D

<b>REQUESTED BY:</b>	<b>Selectwoman Reinhart</b>
<b>DESIRED ACTION:</b>	<b>Thank you letter to Bruce Katcher</b>
<b>PROPOSED MOTION:</b>	
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____





# SELECTBOARD

AGENDA ACTION REQUEST  
Meeting Date: July 14, 2020

**IV**

## BUSINESS – E

<b>REQUESTED BY:</b>	<b>Town Administrator</b>
<b>DESIRED ACTION:</b>	<b>Wellfleet Transfer Station Agreement</b>
<b>PROPOSED MOTION:</b>	<b>I move to approve the contract and authorize the Town Administrator to sign the contract.</b>
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____





Reference No. \_\_\_\_\_

This Agreement for Professional Services (hereinafter "Agreement") is effective this \_\_\_\_\_ day of \_\_\_\_\_ 2020, between GHD Inc. (hereinafter "GHD") and Town of Wellfleet, MA (hereinafter "Client").  
In consideration of the mutual promises set forth herein, GHD and Client agree as follows:

1. **Scope of Work:** GHD shall perform the work assigned to it by Client's contract representative. The scope of work is set forth in Exhibit "A" attached hereto and made a part of this Agreement.
2. **Payment for Services:**
  - (a) Client shall pay GHD for services rendered on a lump sum basis in accordance with the fee schedule set forth in Exhibit "B" attached hereto and made a part of this Agreement.
  - (b) GHD shall be reimbursed for all expenses incurred in connection with its services hereunder, including but not limited to reasonable travel and living expenses; long distance telephone charges; information technology; telecopy charges; printing and reproduction costs; photographic expenses; advertising for bids; special delivery and express charges; costs of providing and maintaining site offices, supplies and equipment; and all necessary and incidental costs associated with subcontracts where appropriate.
  - (c) Unless otherwise agreed, GHD will invoice Client monthly. Payment of GHD invoices shall be due upon receipt by Client and are past due 30 days from invoice date. Invoices not paid within 30 days shall be subject to an assessed interest charge of eighteen percent (18%) per year, calculated monthly. In the event that Client disputes an invoice, Client shall notify GHD in writing within 30 days of the invoice date identifying the cause of the dispute, and paying when due that portion of the invoice not in dispute. If the parties are unable to resolve the dispute within 60 days of filing the notice of dispute, the parties may elect to settle the dispute by arbitration. Interest shall not accrue on any disputed amount.
3. **Insurance:** GHD carries the insurance coverage set forth in Exhibit "C" attached hereto and made a part of this Agreement.
4. **Client-Furnished Information:**
  - (a) Client shall be responsible for, and GHD may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Client to GHD pursuant to this Agreement. GHD may use such Client-furnished information in performing services.
  - (b) Client shall, if requested by GHD, review any designs, drawings, plans, specifications, reports, bids, proposals and other information provided by GHD. Client shall make decisions within a reasonable time and carry out its other responsibilities in a timely manner so as not to delay the work of GHD. Client shall give prompt written notice to GHD whenever Client observes or



otherwise becomes aware of any development that may affect scope or timing of GHD's services, or any defect in the work by GHD.

- (c) At the request of GHD, Client shall provide GHD with the following information to the extent such information is in Client's possession and is pertinent to the services:
- i) all criteria and full information as to Client's requirements; copies of all design and construction standards which Client will require to be included in GHD's work; copies of Client's standard terms, conditions, and related documents for GHD to include in bidding documents, when applicable; and
  - ii) any other available information pertinent to the project, including reports and data relative to previous designs or investigations; environmental, geological, and geotechnical conditions of the project site and all surrounding area at or adjacent to the project site; and insofar as such information is not available, Client agrees to pay GHD for the cost of obtaining the same.
- (d) Client shall be responsible for providing information regarding the location of all subsurface structures at the project site including but not limited to pipes, tanks, sewer and utilities (power, phone, cable, gas, water, etc.).

Upon GHD's review of Client-supplied information and compliance with written notice requirements to all public utilities concerning the possible location of underground utilities, and following the on-site marking or notification in writing to the GHD from such public utilities, in addition to other indemnity provisions in this Agreement, to the extent not prohibited by law, Client shall defend, indemnify, and hold GHD harmless from and against all costs, liability, loss, and expense whatsoever (including, without limitation, consequential damages, attorneys' fees, court costs, and expenses) arising out of any act or omission of GHD, its agents, contractors, subcontractors, and/or employees, relating in any way to subsurface structures, to the extent GHD's acts or omissions cause or contribute to: (i) any disruption of service to users or damage for business interruption or loss of revenues or profits; (ii) any damage to or destruction of any subsurface structure; (iii) any injury or damage to property or injury to or the death of any persons; (iv) any other economic loss; (v) any other damage or liability whatsoever; or (vi) the assertion or filing of any claim, cause of action, or judgment whatsoever relating to such matters.

- (e) GHD shall be responsible for the technical accuracy of its services and documents resulting therefrom, and Client shall not be responsible for discovering deficiencies therein. GHD shall correct such deficiencies without additional compensation, except to the extent such action is directly attributable to deficiencies in information provided by Client or the project site owner and GHD relied on such information.
5. **Confidentiality:** GHD shall not disclose any confidential information relating to Client without the prior written consent of Client, except as required by applicable law, regulation, or legal process, or as may be required by emergency situations. In the event GHD is requested pursuant to, or required by applicable law, regulation, or legal process to disclose any confidential information, GHD will



notify Client of the circumstances requiring such disclosure and will refrain from such disclosure for the maximum period of time allowed by law so that Client may seek a protective order or other appropriate remedy to protect the confidentiality of the information.

6. **Independent Contractor and Subcontracting:** The parties acknowledge and agree that GHD shall be an independent contractor and shall have responsibility for and control over the means of providing its services. GHD shall have the right to use subcontractors as GHD deems necessary to assist in the performance of services. GHD shall not be required to employ any subcontractor unacceptable to GHD.
7. **Site Access:** Client shall provide right-of-entry and access as needed by GHD and necessary permissions in order for GHD to perform work under this Agreement. In the event that Client does not own or control the project site, Client shall obtain permission from the project site owner for a right-of-entry as needed by GHD, and its employees, agents and subcontractors to perform the services called for in this Agreement. GHD and its employees, agents and subcontractors will comply with all known health and safety requirements of the project site owner which may be imposed upon GHD as a condition of its right-of-entry.
8. **Hazardous Materials:**
  - (a) GHD shall have the primary responsibility of determining if known or potential health or safety hazards exist on or near the project site upon which services are to be performed by GHD or its subcontractors, with particular reference to hazardous substances or conditions. To the extent that such information is in its possession, Client shall disclose it to GHD prior to the commencement of work. If hazardous conditions or substances are discovered by GHD during the performance of its services which it could not have reasonably discovered prior to the commencement of work, or which Client had in its possession and failed to disclose, and if the existence of such substances or conditions materially changes the nature or conduct of GHD's work or responsibilities at the project site, Client and GHD shall seek to agree on an equitable adjustment to GHD's work to reflect such changes. If the parties are unable to agree on such adjustments, this Agreement may be terminated by GHD in accordance with the termination provisions of this Agreement.
  - (b) In the event GHD performs any services for Client that involves the taking of samples, GHD shall preserve such samples obtained from the project site as it deems necessary for the project, but not longer than 45 days after the issuance of any document that includes data obtained from such samples. GHD shall arrange for the disposal of samples containing hazardous materials on behalf of the Client, which may consist of returning the samples to the project site, and Client agrees to pay GHD for the cost of returning or disposing of such samples. Samples shall remain the property of the Client.
9. **Standard of Care:** GHD warrants that its services shall be performed, within the limits prescribed by Client, in the manner consistent with the level of care and skill ordinarily exercised by members of GHD's profession under similar circumstances. No other warranties or representations of any kind, either expressed or implied, are included or intended by this Agreement or in any proposal, contract, report, opinion or other document in connection with this project.



**10. Indemnity:**

(a) GHD:

Subject to the limitation of liability set out in subparagraph 10(c) below, GHD agrees to indemnify and hold harmless Client (including its officers, directors, employees and agents) from and against any and all losses, damages, liabilities and expenses (including reasonable legal fees and reasonable costs of investigation) resulting from or arising out of (a) failure of GHD to comply in material respects with federal, state, and local laws and regulations applicable to services undertaken by GHD hereunder; (b) breach by GHD of warranties or other provisions hereunder; or (c) any injury or death of any person (including employees and agents of Client and GHD), or damage or loss or destruction of any property (including property of Client and GHD and their respective employees and agents) resulting from or arising out of negligence or willful misconduct on the part of GHD in performing services hereunder, except to the extent any losses, damages, liabilities or expenses result from, are attributable to, or arise out of (i) any negligence or willful misconduct of Client; (ii) any delay attributable to Client's conduct; or (iii) any breach by Client of any warranties or other provisions hereunder.

(b) Client:

Subject to the limitation of liability set out in subparagraph 10(c) below, Client agrees to indemnify and hold harmless GHD (including its officers, directors, employees, agents, and subcontractors) from and against any and all losses, damages, liabilities and expenses (including legal fees and reasonable costs of investigation) resulting from or arising out of (a) any negligence or willful misconduct of Client; (b) any breach by Client of any warranties or other provisions hereunder; or (c) any condition existing at the project site prior to the arrival of GHD of which GHD had no actual knowledge and over which GHD had no control; provided, however, that such indemnification shall not apply to the extent any losses, damages, liabilities or expenses result from or arise out of (i) any negligence or willful misconduct of GHD; (ii) any delay attributable to GHD's conduct; or (iii) any breach by GHD of any warranties or other provisions hereunder.

(c) Limitation of Liability:

For any damage caused by negligence, including errors, omissions or other acts; or for any damages based in contract; or for any other cause of action; GHD's liability, including that of its employees, agents, directors, officers and subcontractors, shall not exceed \$1,000,000, except as to damage resulting from the gross negligence or willful misconduct of GHD.

Client's liability to GHD, except as to damage resulting from Client's gross negligence or willful misconduct, including that of its employees, agents, directors, officers and contractors, will be limited to \$1,000,000.

(d) GHD and Client recognize and agree that GHD has neither created nor contributed to the existence of any hazardous, radioactive, toxic, irritant, pollutant or otherwise dangerous substance or condition at the project site. Accordingly, in the event of any claim against GHD





arising out of such pre-existing conditions or alleged conditions, Client agrees to defend, indemnify and hold GHD harmless from and against such claim(s), unless such claims arise out of the gross negligence or willful misconduct of GHD, including that of its employees, agents, directors, officers or subcontractors.

Notwithstanding anything contained herein to the contrary, in no event shall either party be liable to the other under this Agreement or otherwise for any punitive, indirect or consequential damages, including, but not limited to loss of use, loss of revenue or loss of profits.

11. **Intellectual Property:** All documents including drawings and specifications prepared or furnished by GHD are instruments of service in respect of the Project and GHD shall retain an ownership and property interest therein whether or not the Project is completed.

Client may make and retain copies for information and reference in connection with use or occupancy of the Project by Client. Any reuse or modification without written verification or adaptation by GHD for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to GHD.

12. **Termination:**

- (a) Client reserves the right to terminate the project at any time. In the event of such termination, Client shall pay GHD for all services performed and expenses incurred to the effective date of termination. In addition, Client shall pay GHD a reasonable amount for services and expenses directly attributable to termination, such as costs of terminating subcontracts, demobilization costs, and other related close-out costs.
- (b) GHD shall have the right to terminate its obligations pursuant to this Agreement under the following circumstances:
  - i) In the event of a breach of any obligation of Client, except payment of disputed amounts as provided in subparagraph 2(c) of this Agreement; or
  - ii) If GHD is unable, for any reason beyond its control, to perform its obligations pursuant to this Agreement in a safe, lawful or professional manner.
- (c) In the event that either circumstance described in subparagraphs 12(b)(i) or 12(b)(ii) above occurs, GHD shall notify Client of pertinent conditions and recommend appropriate action. If within 30 days of such notice the circumstances described in subparagraphs 12(b)(i) or 12(b)(ii) above have not been remedied or cured, GHD may terminate its Agreement hereunder. In the event of termination, GHD shall be paid for services performed to the date of termination plus reasonable termination expenses.

13. **Third Party Beneficiaries.** This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties.

14. **Dispute Resolution:** Notwithstanding the provisions regarding payment of disputed amounts as provided in subparagraph 2(c) of this Agreement, both parties agree in good faith to attempt to



resolve amicably, without litigation, any dispute arising out of or relating to this Agreement or the work to be performed hereunder. Following notification of a dispute, the parties shall have five (5) business days from the date of notification to begin negotiations and fifteen (15) business days from the notification date to complete negotiations, unless otherwise agreed in writing. In the event that any dispute cannot be resolved through direct discussions, the parties agree to endeavor to settle the dispute by mediation. The parties shall have forty-five (45) calendar days within which to commence the first mediation session following the conclusion of their good faith negotiations or expiration of the time within which to negotiate. Either party may make a written demand for mediation, which demand shall specify the facts of the dispute. The matter shall be submitted to a mediator mutually selected by the parties. The mediator shall hear the matter and provide an informal nonbinding opinion and advice in order to help resolve the dispute. The mediator's fee shall be shared equally by the parties. If the dispute is not resolved through mediation, the matter may be submitted to the judicial system, in the courts of general jurisdiction where the Project is located, in which event all litigation and collection expenses, witness fees, court costs and reasonable legal fees shall be paid to the prevailing party.

- 15. **Records and Audit:** Client shall have the right, upon reasonable advance notice, to audit all records associated with the services performed and with the charges invoiced to Client pursuant to this Agreement. Such records shall be open to inspection and audit by authorized representatives of Client during normal business hours at the place where such records are kept until the completion or termination of this Agreement and for a minimum of 3 years thereafter. GHD shall require its subcontractors to similarly maintain records and to permit the inspection and audit of such records by Client upon similar conditions and time periods. Audit rights shall not extend to the profit margin and the make-up of GHD's rates, except for that portion of the services priced on a cost reimbursable basis.
- 16. **Notice:** Notices pertaining to this Agreement shall be in writing and deemed to have been duly given if delivered in person, by overnight courier, or by facsimile with electronic confirmation to the respective party designated below, or at such other address as may be changed by either party by giving written notice thereof to the other pursuant to this paragraph:

**GHD:**

**Client**

GHD Inc.

Attention: Marc R. Drainville  
Address: 1545 Iyannough Road  
Hyannis MA, 02601

Attention: \_\_\_\_\_  
Address: \_\_\_\_\_

Email: marc.drainville@ghd.com  
Telephone: 774-470-1634  
Facsimile: \_\_\_\_\_

Email: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

- 17. **Successors and Assignment:** Client hereby agrees that this Agreement may be assigned to another entity within the GHD group of companies that will be directly or indirectly wholly owned by



GHD Group Pty Ltd. (a "Related Entity"). Any such Related Entity shall assume all of GHD's liabilities, duties and obligations in, to, and under this Agreement. Client hereby agrees that this assignment may be effected without any further notice or action on the part of GHD. Upon request, Client agrees to execute and deliver any further documents as may be reasonably requested by GHD or its successor to evidence such consent and/or assignment.

18. **Severability and Survival:** The parties agree that, in the event one or more of the provisions of this Agreement should be declared void or illegal, the remaining provisions shall not be affected and shall continue in full force and effect. The parties also agree that the obligations and representations contained within this Agreement shall survive the termination of this Agreement.
19. **Governing Law:** This Agreement shall be governed by the laws of the State in which the project site is located.
20. **Entire Agreement:** This Agreement, including all attached Exhibits and documents referenced in those Exhibits, constitutes the complete and final Agreement between GHD and Client. It supersedes all prior or contemporaneous communications, representations, undertakings or understandings of the parties, whether oral or written, relating to the scope of work or services and subject matter of this Agreement, except to the extent that such prior communications have explicitly been incorporated into the Agreement or one of the attached Exhibits. Modifications of this Agreement shall not be binding unless made in writing and signed by an authorized representative of each party.



# Agreement for Professional Services

IN WITNESS WHEREOF, GHD and Client have caused this Agreement to be executed by their duly authorized representatives effective the day and year first written above:

**GHD:**

GHD Inc.

Marc R. Drainville  
(signature)

Marc R. Drainville  
(printed name)

Vice President  
(title)

I have the authority to bind the company

**Client:**

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(printed name)

\_\_\_\_\_  
(title)

I have the authority to bind the company



# Agreement for Professional Services

Exhibit "A"  
Scope of Work

## **Engineer's Services**

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GHD shall provide Basic and Additional Services for the Wellfleet Transfer Station (Site) as set forth below.

### **PART 1 – BASIC SERVICES**

- A. Project Kickoff Meeting. Meet with the Client to review project purpose, scope of services, deliverables, schedule, milestones, and other relevant project information. Discharge technologies shall be discussed at this meeting.
- B. Evaluate available data provided by the Client related to the Wellfleet Transfer Station to identify potential data gaps.
- C. Evaluate the existing groundwater monitoring well data and geographic location at the Site and provide recommendations on future monitoring well placement to further evaluate groundwater flow conditions, if needed. Installation of any wells recommended as part of this task will be conducted as part of a future amendment.
- D. Conduct subsurface investigations at the Site, including:
  - i. Conduct one (1) test pit evaluation and percolation test in the targeting effluent infiltration area at the Site. The Client shall excavate the required test pit using a Client-provided backhoe.
  - ii. Install one (1) soil boring with detailed soil characterization (completed as a 2-inch diameter monitoring well) at the test location. The monitoring well will be used to characterize local groundwater mounding impacts from the hydraulic load testing. The Client shall provide access to the test area for boring equipment and hydraulic load testing.
  - iii. Complete one (1) hydraulic load test at the Site. The Client shall provide backhoe and staff to create access to the infiltration area and to install and remove the infiltration ring. The Client shall provide water to conduct the test. The hydraulic load testing will consist of up to three (3) activities, or tests, including:
    - One (1) 8-hour day to saturate the soils in the infiltration ring;
    - One (1) 8-hour day of falling head test; and
    - One (1) 8-hour day of static head test.
  - iv. Estimate the hydraulic capacity for the infiltration area to accept treated effluent flows. Analyze field investigation data to determine the estimated hydraulic capacity of the site to recharge treated wastewater (effluent) flow. The hydraulic capacity shall be based on the infiltration test results obtained through the hydraulic load testing. The estimate shall be based on a single effluent discharge technology (open sand beds).
  - v. Evaluate potential downgradient nutrient migration to potential sensitive receptors, including private drinking water wells and the Herring River, through a numerical groundwater flow modeling evaluation.
    - i) Utilize the most recent (as of the Agreement execution date) existing USGS regional groundwater flow model for the Cape Cod Aquifer System, augmented as outlined below, to model the potential advective migration of effluent wastewater recharge from the proposed effluent recharge site to potential downgradient receptors, including freshwater bodies and coastal estuaries.

- a) Develop a sub-regional model for the project area using telescopic mesh refinement of the USGS regional model. The sub-regional model will encompass watersheds within the Town of Wellfleet, Massachusetts and watersheds partially located in the Town of Wellfleet, Massachusetts. The sub-regional model also will include wellfields that may be affected by the proposed groundwater recharge scenarios.
  - b) Review the calibrated input parameters of the USGS regional model in the Site vicinity, and then evaluate opportunities to calibrate the refined sub-regional model to a more detailed Site-specific set of monitoring well data (as available) and coastline features in the vicinity of the new proposed effluent recharge area.
  - c) Develop the sub-regional model to incorporate provided Site-specific data from on-Site borings, local hydrogeological investigations, long-term average water level data, and water well pumping rates, based on data provided by the Client.
  - d) Refine the model grid of the USGS regional model to develop the sub-regional model with increased resolution in the Site vicinity consisting of a model grid spacing of 100 by 100 feet, or as reasonable based on the available data. Modify the boundary conditions of the sub-regional model consistent with the revised model grid.
- ii) Conduct a particle tracking analysis to evaluate the potential migration of effluent-impacted groundwater to all potential downstream receptors. Evaluate one (1) flow scenario related to effluent recharge based on anticipated effluent flow rate (provided by the Client), surface area of the proposed effluent infiltration area (estimated by GHD), and anticipated effluent nitrogen concentration (provided by the Client).
  - iii) Develop particle track maps to provide a visual representation of migration to potential downgradient receptors.
  - iv) Conduct a groundwater mounding analysis to assess the impact of effluent recharge on local groundwater elevations.
- E. Progress Meeting. Meet with the Client to review findings of field investigations and nutrient advective migration modeling results.
- F. Complete Report. Prepare a draft report summarizing the findings of the field investigations and nutrient advective migration modeling. Comments received within 30 days of the draft report submittal shall be incorporated into the final report, as appropriate.

## **PART 2 – ADDITIONAL SERVICES**

Additional services that could be provided under further authorizations include the following:

- Conceptual layout and/or design of the effluent disposal system.
- Surveys.
- Installation of additional monitoring wells (one monitoring well installation is included in the Scope of Services).
- Solute transport simulations to estimate attenuation processes (e.g., advection, dispersion, dilution from groundwater recharge (due to precipitation infiltration), biodegradation or decay, retardation, etc.).
- Field testing and analysis for disposal technologies other than open sand beds.

### **PART 3 - OWNER RESPONSIBILITIES**

The following will be required from the OWNER:

- Available planning documents and data related to the Site including any available basemaps for the Site and surrounding region (in digital format).
- Available existing monitoring well and pumping well completion details (in digital format).
- Historical groundwater monitoring data (in digital format).
- Provide comments on draft documents.
- Provide access to the test area for boring equipment (including removal of trees, if necessary) and equipment required to install infiltration ring.
- Provide a water source for the hydraulic load testing, hosing between the water source and test area, and flow metering equipment for the water source
- Equipment and staff to excavate test pit and infiltration ring pit.





# Agreement for Professional Services

## Exhibit "B" Fee Schedule

This is **EXHIBIT B**, consisting of one page, referred to in and part of the **Agreement between Client and GHD for Professional Services**.

**Payments to GHD for Services**

---

**PART 1 – PAYMENTS TO GHD FOR SERVICES**

CLIENT shall pay GHD a lump sum fee of Forty Nine Thousand Five Hundred Dollars and Zero Cents (\$49,500.00) for Basic Services set forth in Exhibit A.

**PART 2 - PERIOD OF SERVICE**

Basic Services set forth in Exhibit A are anticipated to be complete within six (6) months of receiving an Executed Agreement



# Agreement for Professional Services

Exhibit "C"  
Insurance



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/22/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Willis of Massachusetts, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	<b>CONTACT NAME:</b> PHONE (A/C No. Ext): 1-877-945-7378      FAX (A/C No.): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
<b>INSURED</b> GHD Inc. 4747 N. 22nd Street, Suite 200 Phoenix, AZ 85016	<b>INSURER A:</b> Allied World Assurance Company US Inc      19489	
	<b>INSURER B:</b> Zurich American Insurance Company      16535	
	<b>INSURER C:</b> Beazley Insurance Company Inc      37540	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** W13952898      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	0310-4497	12/01/2019	12/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY    Cell Ded: \$500 <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY    Comp Ded: \$250	Y	Y	BAP 3757423-04	07/01/2019	07/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Hired Physical Damag \$ 100000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED      RETENTION \$	Y	Y	0310-4498	12/01/2019	12/01/2020	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC 0380936-04	07/01/2019	07/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability			V29594190101	12/01/2019	12/01/2020	Each Claim: \$2,000,000 Aggregate: \$2,000,000


DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Insured status can be granted as above only where required by written contract.

General Liability policy can be Primary and Non-contributory with any other insurance in force for or which may be purchased by Additional Insured where required by contract or agreement.

Waiver of Subrogation can be applied as above in favor of Certificate Holder where required by contract or agreement.

Umbrella/Excess Liability Follows Form over General Liability, Auto Liability and Employer's Liability.

<b>CERTIFICATE HOLDER</b>  To Whom It May Concern-GHD Inc	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  



## SELECTBOARD

AGENDA ACTION REQUEST  
Meeting Date: July 14, 2020

IV

### BUSINESS – F

<b>REQUESTED BY:</b>	Selectwoman Wilson
<b>DESIRED ACTION:</b>	Maintaining archive of virtual meetings during this time
<b>PROPOSED MOTION:</b>	
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____





## SELECTBOARD

AGENDA ACTION REQUEST  
Meeting Date: July 14, 2020

IV

### BUSINESS – G

<b>REQUESTED BY:</b>	<b>Town Administrator</b>
<b>DESIRED ACTION:</b>	<b>Review of 2020 Annual Town Meeting Warrant</b>
<b>PROPOSED MOTION:</b>	
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____







**ANNUAL TOWN MEETING**  
**Monday, October 5, 2020, 7:00 pm**  
**Wellfleet Elementary School**  
**100 Lawrence Road**

**&**

**SPECIAL TOWN ELECTION WARRANT**  
**DATE: To be determined**  
**Wellfleet Senior Center**

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## **FINANCIAL & PROPOSITION 2½ TERMS**

Chapter 59, section 21C of the Massachusetts General Laws is commonly referred to as Proposition 2½ (Prop. 2½) or the Tax Limiting Law for Cities and Towns in Massachusetts.

**LEVY:** The property tax levy is the revenue a Town can raise through real and personal property taxes. The property tax levy is the largest source of revenue for the Town.

**LEVY CEILING:** This is the maximum the levy can be. The ceiling equals 2.5% of the Town's full and fair cash value. The levy limit is equivalent to a tax rate of \$25.00.

**LEVY LIMIT:** The maximum the levy can be in a given year. The limit is based on the previous year's levy limit plus certain allowable increases, such as debt exclusions.

**LEVY LIMIT INCREASE:** The levy limit automatically increases each year by 2.5% of the previous year's levy limit.

**NEW GROWTH:** New construction and new parcel subdivision may also increase the Town's levy limit.

**OVERRIDE:** A community can permanently increase its levy limit by successfully voting at a referendum to exceed the limits. A community may take this action as long as it is below the levy ceiling.

**DEBT EXCLUSION:** This type of override ballot question can be placed on a referendum by a two-thirds vote of the Selectboard. If a majority of the voters approve the ballot question, the Town's levy limit is increased only for the amount voted at the referendum for the life of that debt only. The levy limit increase may exceed the Town's levy ceiling.

**DEBT SERVICE:** The repayment cost, usually stated in annual terms and based on an amortization schedule, of the principal and interest owed on any particular bond issue.

**ENCUMBRANCE:** A reservation of funds to cover obligations chargeable to but not yet paid from a specific appropriation account.

**CAPITAL OUTLAY EXPENDITURES EXCLUSION:** This type of override ballot question can be placed on a referendum by a two-thirds vote of the Selectboard. If a majority of the voters approve the ballot question, the additional amount for the payment of the capital project cost is added to the levy limit or levy ceiling only for the year in which the project is being undertaken.

**CONTINGENT VOTES:** Chapter 59, section 21C (m) permits a Town Meeting to appropriate funds contingent upon passage of a referendum question (OVERRIDE/DEBT EXCLUSION). A contingent vote does not automatically result in an override referendum. An override referendum can only be called by the Selectboard. If a referendum is called by the Selectmen, it must take place within forty-five days of the Town Meeting vote.

## TOWN MEETING PROCEDURES

A quorum of 6% of the Town's registered voters must be present in order to conduct business. (Charter: Sect. 2-1-3)

Voters are identified by voter cards, issued when they check in with the registrars at the beginning of the meeting.

Only voters may participate in voice votes. In case of a counted vote, voters will be identified by their voter cards.

Non-voters who have been admitted to the meeting must sit in the section designated for them. Nonvoters who may wish to speak must identify themselves and may address the meeting only by permission of the Moderator. (Charter: Sect. 2-1-2).

No voter will be allowed to speak until recognized by the Moderator.

Voters may only speak twice to any motion or amendment unless authorized by the Moderator. The provisions of this clause shall not apply to a) the person making the motion under an Article, and b) those persons required to be in attendance under the provisions of Charter Section 2-7-5. (Charter: Sect. 2-7-8).

All motions, including all amendments, must be in writing and be legible. Exceptions for very simple motions or amendments are at the discretion of the Moderator. (General Bylaws: Sect. II-2)

Zoning Bylaws	2/3 majority
To incur debt	2/3 majority
To transfer or sell Town land	2/3 majority
To approve charter amendments	2/3 majority
To pay unpaid bills of a prior fiscal year	4/5 majority at an Annual Town Meeting 9/10 majority at a Special Town Meeting

The order of consideration of the Articles as printed in the Warrant may be changed only by a two-thirds vote. (Charter: Sect. 2-7-4)

Some other common motions which require more than a simple majority to pass:

A motion to reconsider must be made at the same session as the vote it seeks to reconsider. It can only be made after some intervening business and must be made within one hour of the vote to be reconsidered. It is debatable to the same extent as the motion it seeks to reconsider, and it requires a majority vote. (Charter: Sect. 2-7-9).

## FINANCE COMMITTEE STATEMENT

### A Statement to the Voters from the Wellfleet Finance Committee

To the voters and citizens of the Town of Wellfleet:

With just a few exceptions, the FY 2021 budgets and Warrant Articles represent a relatively non-controversial set of budgetary challenges for the town compared to the number of requests in FY 2020 that required votes in favor of new borrowing and overrides.

As in previous years, the Finance Committee (FinCom) held numerous meetings to vet the budgets of nearly every town department, along with some of the larger future projects that will impact town finance in the coming years.

Once again, what struck us particularly is how so many issues affecting Wellfleet's financial health *cannot* be viewed simply on an annualized basis – but which require a multi-year perspective to understand their true cost and benefit to the town.

These include major capital and operational outlays for harbor dredging, water/wastewater management, public works, police/fire staffing and housing. Equally important, however, are the costs associated with initiatives whose value is less easily calculated like the modernization of the regional school system, investments in the economic vitality of the town for young families and quality-of-life services that all residents can share together year-round.

To that end, the FinCom has developed a Strategic Planning perspective for financial matters for major issues that have the potential to disrupt *future* budgets. Because some of these costs are still speculative, the FinCom's goal is to give voters and their representatives another tool to help in setting long-term town priorities before they emerge in annual budgets.

The FinCom is an advisory board to Town Meeting, the Selectboard and the Town Administrator. Finance Committee meetings are recorded on video and broadcast on local cable access as well as being available on demand through the Town website. All members of the public are encouraged to attend our meetings in person or view them online.

Respectfully submitted,  
Fred Magee, Chair  
Wellfleet Finance Committee

Current Finance Committee members are: Kathy Granlund, Janet Loewenstein, Linda Pellegrino, Stephen Polowczyk, Robert Wallace, Jeff Tash and Ira Wood. Sarah Robin also serves as an Alternate member.

**ANNUAL TOWN MEETING WARRANT**

Monday, October 5, 2020

The Commonwealth of Massachusetts

To either of the Constables in the Town of Wellfleet in the County of Barnstable:

**GREETINGS:**

In the name of the Commonwealth of Massachusetts you are hereby required to notify and warn the inhabitants of the Town of Wellfleet qualified to vote in Town Affairs, to meet in the WELLFLEET ELEMENTARY SCHOOL, 100 LAWRENCE ROAD in Wellfleet on the 5<sup>th</sup> day of October, 2020, at seven o'clock in the evening, then and there to vote upon the following Articles:

<b>Article #</b>	<b>Page #</b>	<b>Description</b>
1	8	Operating Budget
2	8	FY 21 Capital Budget
3	15	Marina Enterprise
4	15	Water Enterprise
5	15	CIP Nauset School Renovations
6	16	Wellfleet Employee Association
7	16	Non-union & Other Personnel
8	16	Fire Dept Staff- Override
9	17	Fire Dept Training
10	17	Water System Upgrade
11	18	CPC-Housekeeping
12	18	CPC- Rental Assistance Program
13	18	CPC- Housing Buy Down Program
14	19	CPC- Housing Institute 2020
15	19	CPC- Museum Phase 2 Historic Restoration
16	20	CPC- Cemetery Restoration Phase 3
17	20	Climate Change matching grant funds
		<b><u>Finance Articles Consent Agenda</u></b>
18	21	Chapter 90 Funds
19	21	OPEB-Town
20	21	Marina Ent Stabilization
21	22	Cable Access Television
22	22	Shellfish Revolving Fund
		<b><u>Other Articles – Bylaw Amendments</u></b>
23	22	Petitional article - Bylaw Amendment - plastic bottle ban
24	23	Bylaw Amendment – change town meeting start time
25	24	Petitioned article - Bylaw Amendment – Climate Policy
		<b><u>Other Articles – Disposition of Town Owned Land</u></b>
26	24	Disposition of Town-owned property-Map 14, parcel 30
27	25	Disposition of Town-owned property-Map 20, parcels 11, 12 and 16
28	25	Disposition of Town-owned property-Map 35-1, parcels 201, 209 and 210
29	25	Authorize of Easement - Water Line Easement for 925 Chequessett Neck Rd
		<b><u>Unclassified Articles</u></b>
30	26	High Toss Road
31	26	Municipal Affordable Housing Trust
32	27	Petitioned article - Resolution to Change the State Flag/Seal of Massachusetts
		<b><u>Other Articles - Consent Agenda</u></b>
33	28	Dispose of Personal Property
34	28	Town Collector
35	29	DEP Liability
36	29	Nauset local contributions
		<b><u>Closing Articles</u></b>
37	29	Closing Articles
38	29	Closing Articles

**SECTION I: BUDGET ARTICLES**

**ARTICLE 1: FY 2021 Operating Budget.** To see if the Town will vote to raise and appropriate and/or transfer from available funds such sums of money necessary to fund the Fiscal Year 2021 Town Operating Budget and fix the salaries and compensation of all elected officers (appendix E) of the Town for Fiscal Year 2021 or do or act anything thereon.

(Requested by the Selectboard)

**Selectboard:** Recommends 4-0.

**Finance Committee:** Recommends 8-0 with two exceptions  
Shellfish Dept and Shellfish Propagation were both recommended 7-0-1.

**SUMMARY:** This Article requests approval of the Fiscal Year 2021 Operating Budget (See Appendix A) This Article also sets the salaries of elected officials (appendix E) as per the budget and approves the budgets of the two regional school districts.

**ARTICLE 2: FY 2021 Capital Budget.** To see if the Town will vote to raise and appropriate and/or transfer from available funds such sums of money necessary to fund the Fiscal Year 2021 Town Capital Budget (Appendix B), and that to meet this appropriation the Town Treasurer, with the approval of the Selectmen, be and hereby is authorized to borrow for those purposes itemized in said Appendix B as being funded through borrowing under and pursuant to M.G.L. Chapter 44, Sections 7 and 8, or pursuant to any other enabling authority, to issue bonds or notes of the Town therefor, and further, to authorize any premium received by the Town upon the sale of any bonds or notes approved by this vote, less any such premium applied to the payment of the costs of issuance of such bonds or notes, to be applied to the payment of costs approved hereunder in accordance with M.G.L. c. 40, §20, thereby reducing by a like amount the amount authorized to be borrowed to pay such costs, or to do or act anything thereon.

(Requested by the Selectboard)

**Article 2A: FY 2021 Debt Service**

Raise and appropriate the sum of \$1,692,286 to fund the FY 2021 debt service budget as listed in appendix B, the Capital Budget, or to do or act anything thereon.

**Selectboard:** Recommends 0-0.

**Finance Committee:** Recommends 0-0.

**SUMMARY:** This article requests town meeting voters authorize the payment of \$1,692,286 in debt service for the FY 2021 fiscal year.

**Article 2B: Shellfish Department Pick-up Truck**

Transfer from the Shellfish Fund the sum of \$36,495 to be expended under the Town Administrator and the Shellfish Constable for the purchase of a replacement pick-up truck for the Shellfish Department, and costs related thereto.

**Selectboard:** Recommends 0-0.

**Finance Committee:** Recommends 0-0.

**SUMMARY:** This article requests town meeting voters authorize the transfer of funds from the Shellfish Fund to pay for the cost of a replacement pick-up truck for the Shellfish Department.



**Article 2C: Replace two Police Cruisers**

Raise and appropriate, transfer from available funds or borrow \$100,000 to purchase two replacement vehicles for the Police Department, and costs related thereto.

**Selectboard:** Recommends 0-0.

**Finance Committee:** Recommends 0-0.

**SUMMARY:** This article requests authorization to purchase two replacement police vehicles pursuant to the Department's vehicle replacement plan.

Effect on Property Taxes: It is expected that these funds would be borrowed as a debt exclusion. The cost of \$100,000 would be borrowed over five years and would add \$1.1 cents to the tax rate in the first year and would cost the owner of a median priced (\$538,524) single-family home \$5.81.

**Article 2D: Replace Fire & Rescue Command Car 81**

Raise and appropriate, transfer from available funds or borrow \$55,000 to replace the Fire and Rescue Command Car 81, and costs related thereto.

**Selectboard:** Recommends 0-0.

**Finance Committee:** Recommends 0-0.

**SUMMARY:** This article requests authorization to replace the Fire & Rescue Command Car 81.

Effect on Property Taxes: It is expected that these funds would be borrowed as a debt exclusion. The cost of \$55,000 would be borrowed over five years and would add \$0.6 cents to the tax rate in the first year and would cost the owner of a median priced (\$538,524) single-family home \$3.20.

**Article 2E: Replace Fire & Rescue Equipment on Forestry 90**

Raise and appropriate, transfer from available funds or borrow \$40,000 to replace equipment on the Forestry 90 vehicle for the Fire & Rescue Department, and costs related thereto.

**Selectboard:** Recommends 0-0.

**Finance Committee:** Recommends 0-0.

**SUMMARY:** This article requests authorization to replace equipment on the Forestry 90 vehicle for the Fire & Rescue Department.

Effect on Property Taxes: It is expected that these funds would be borrowed as a debt exclusion. The cost of \$40,000 would be borrowed over five years and would add \$0.4 cents to the tax rate in the first year and would cost the owner of a median priced (\$538,524) single-family home \$2.33.

**Article 2F: Replace Fire & Rescue EMS Equipment**

Raise and appropriate, transfer from available funds or borrow \$80,000 to replace EMS equipment for the Fire & Rescue Department, and costs related thereto.

**Selectboard:** Recommends 0-0.

**Finance Committee:** Recommends 0-0.

**SUMMARY:** This article requests authorization to replace EMS equipment for the Fire & Rescue Department.

Effect on Property Taxes: It is expected that these funds would be borrowed as a debt exclusion. The cost of \$80,000 would be borrowed over five years and would add \$0.9 cents to the tax rate in the first year and would cost the owner of a median priced (\$538,524) single-family home \$4.65.

**Article 2G: Replace 2004 Public Works Pick-up Truck**

Raise and appropriate, transfer from available funds or borrow \$60,000 to replace a 2004 DPW Pick-up truck, and costs related thereto.

**Selectboard:** Recommends 0-0.

**Finance Committee:** Recommends 0-0.

**SUMMARY:** This article requests authorization to replace a 2004 DPW Pick-up truck.

Effect on Property Taxes: It is expected that these funds would be borrowed as a debt exclusion. The cost of \$60,000 would be borrowed over five years and would add \$0.6 cents to the tax rate in the first year and would cost the owner of a median priced (\$538,524) single-family home \$3.49.

**Article 2H: Replace 2004 Public Works Backhoe**

Raise and appropriate, transfer from available funds or borrow \$168,000 to replace a 2004 DPW Backhoe, and costs related thereto.

**Selectboard:** Recommends 0-0.

**Finance Committee:** Recommends 0-0.

**SUMMARY:** This article requests authorization to replace a 2004 DPW Backhoe.

Effect on Property Taxes: It is expected that these funds would be borrowed as a debt exclusion. The cost of \$168,000 would be borrowed over five years and would add \$1.8 cents to the tax rate in the first year and would cost the owner of a median priced (\$538,524) single-family home \$9.77.

**Article 2I: Build Equipment Storage Shed at Transfer Station**

Raise and appropriate, transfer from available funds or borrow \$230,000 to build an equipment storage shed at the Transfer Station, and costs related thereto.

**Selectboard:** Recommends 0-0.

**Finance Committee:** Recommends 0-0.

**SUMMARY:** This article requests authorization to build an equipment storage shed at the Transfer Station in order to extend the life of equipment currently stored outside in the elements.

Effect on Property Taxes: It is expected that these funds would be borrowed as a debt exclusion. The cost of \$230,000 would be borrowed over fifteen years and would add \$1.1 cents to the tax rate in the first year and would cost the owner of a median priced (\$538,524) single-family home \$6.10.

**Article 2J: Public Works-Replace Guard Shack and Build Canopy Extension at Transfer Station**

Raise and appropriate, transfer from available funds or borrow \$55,000 to replace the Guard Shack and extend the canopy at the Transfer Station, and costs related thereto.

**Selectboard:** Recommends 0-0.

**Finance Committee:** Recommends 0-0.

**SUMMARY:** This article requests authorization to replace the Guard Shack and extend the canopy at the Transfer Station.

Effect on Property Taxes: It is expected that these funds would be borrowed as a debt exclusion. The cost of \$55,000 would be borrowed over five years and would add \$0.6 cents to the tax rate in the first year and would cost the owner of a median priced (\$538,524) single-family home \$3.20.

**Article 2K: Replace Baker Field Recreation Area Backstops**

Raise and appropriate, transfer from available funds or borrow \$35,000 to replace the backstops at the Baker Field Recreation area, and costs related thereto.

**Selectboard:** Recommends 0-0.

**Finance Committee:** Recommends 0-0.

**SUMMARY:** This article requests authorization to replace the backstops at the Baker Field Recreation Area. At this time the project is expected to be funded by the Recreation Fund.

**Article 2L: Repair and Improve the Beach Bathrooms**

Raise and appropriate, transfer from available funds or borrow \$30,000 to repair and improve the bathrooms at the ocean side beaches, and costs related thereto.

**Selectboard:** Recommends 0-0.

**Finance Committee:** Recommends 0-0.

**SUMMARY:** This article requests authorization to repair and make improvements to the beach restrooms. At this time the project is expected to be funded by the Beach Fund.

**Article 2M: Replace Bandstand Awning at the Pier**

Raise and appropriate, transfer from available funds or borrow \$25,175 replace the bandstand awning at the Pier, and costs related thereto.

**Selectboard:** Recommends 0-0.

**Finance Committee:** Recommends 0-0.

**SUMMARY:** This article requests authorization to replace the bandstand awning at the Pier. At this time the project is expected to be funded by the Recreation Fund.

**Article 2N: Replace Swap Shop Building at the Transfer Station**

Raise and appropriate, transfer from available funds or borrow \$65,000 to replace the swap shop building at the Transfer Station, and costs related thereto.

**Selectboard:** Recommends 0-0.

**Finance Committee:** Recommends 0-0.

**SUMMARY:** This article requests authorization to replace the swap shop building at the Transfer Station.

Effect on Property Taxes: It is expected that these funds would be borrowed as a debt exclusion. The cost of \$65,000 would be borrowed over ten years and would add \$0.4 cents to the tax rate in the first year and would cost the owner of a median priced (\$538,524) single-family home \$2.24.

**Article 2O: Nauset Regional School District Capital Improvements**

Raise and appropriate, transfer from available funds or borrow \$71,000 to fund capital improvements at the Nauset Regional School District, and costs related thereto.

**Selectboard:** Recommends 0-0.

**Finance Committee:** Recommends 0-0.

**SUMMARY:** Article 2O request authorization to fund capital improvements at the Nauset Regional School District.

Effect on Property Taxes: It is expected that these funds would be borrowed as a debt exclusion. The cost of \$71,000 would be borrowed over five years and would add \$0.8 cents to the tax rate in the first year and would cost the owner of a median priced (\$538,524) single-family home \$4.13.

**Article 2P: Wellfleet Elementary School Playground Replacement**

Raise and appropriate, transfer from available funds or borrow \$250,000 to fund capital improvements at the Nauset Regional School District, and costs related thereto.

**Selectboard:** Recommends 0-0.

**Finance Committee:** Recommends 0-0.

**SUMMARY:** Article 2P request authorization to fund the replacement of the playground equipment at the Wellfleet Elementary School.

Effect on Property Taxes: It is expected that these funds would be borrowed as a debt exclusion. The cost of \$250,000 would be borrowed over fifteen years and would add \$1.2 cents to the tax rate in the first year and would cost the owner of a median priced (\$538,524) single-family home \$6.63.

**Article 2Q: Wellfleet Elementary School Fire Suppression Study**

Raise and appropriate, transfer from available funds or borrow \$110,000 to fund a study of a potential fire suppression system at the Wellfleet Elementary School, and costs related thereto.

**Selectboard:** Recommends 0-0.

**Finance Committee:** Recommends 0-0.

**SUMMARY:** Article 2Q request authorization to fund a study of a potential fire suppression system at the Wellfleet Elementary School.

Effect on Property Taxes: It is expected that these funds would be borrowed as a debt exclusion. The cost of \$110,000 would be borrowed over five years and would add \$1.2 cents to the tax rate in the first year and would cost the owner of a median priced (\$538,524) single-family home \$6.40.

**Article 2R: Wellfleet Elementary School Computer Replacements**

Raise and appropriate, transfer from available funds or borrow \$25,000 to fund computer replacements at the Wellfleet Elementary School, and costs related thereto.

**Selectboard:** Recommends 0-0.

**Finance Committee:** Recommends 0-0.

**SUMMARY:** Article 2R request authorization to fund and replace computers at the Wellfleet Elementary School.

Effect on Property Taxes: It is expected that these funds would be borrowed as a debt exclusion. The cost of \$25,000 would be borrowed over three years and would add \$0.4 cents to the tax rate in the first year and would cost the owner of a median priced (\$538,524) single-family home \$2.24.

**Article 2S: Public Works-Substation Roof Replacement**

Raise and appropriate, transfer from available funds or borrow \$15,000 to replace the substation roof, and costs related thereto.

**Selectboard:** Recommends 0-0.

**Finance Committee:** Recommends 0-0.

**SUMMARY:** Article 2S request authorization to replace the substation roof.

Effect on Property Taxes: It is expected that these funds would be borrowed as a debt exclusion. The cost of \$15,000 would be borrowed over five years and would add \$0.2 cents to the tax rate in the first year and would cost the owner of a median priced (\$538,524) single-family home \$0.87.

**Article 2T: Public Works-Lt. Island Road Improvements**

Raise and appropriate, transfer from available funds or borrow \$150,000 to make improvements to Lt. Island Road, and costs related thereto.

**Selectboard:** Recommends 0-0.

**Finance Committee:** Recommends 0-0.

**SUMMARY:** Article 2T request authorization to make improvements to Lt. Island Road.

Effect on Property Taxes: It is expected that these funds would be borrowed as a debt exclusion. The cost of \$150,000 would be borrowed over ten years and would add \$1.0 cents to the tax rate in the first year and would cost the owner of a median priced (\$538,524) single-family home \$5.16.

**Article 2U: Public Works-Duck Creek Revetment Engineering**

Raise and appropriate, transfer from available funds or borrow \$50,000 for the Duck Creek Revetment Engineering project, and costs related thereto.

**Selectboard:** Recommends 0-0.

**Finance Committee:** Recommends 0-0.

**SUMMARY:** Article 2U request authorization for the Duck Creek Revetment Engineering project.

Effect on Property Taxes: It is expected that these funds would be borrowed as a debt exclusion. The cost of \$50,000 would be borrowed over five years and would add \$0.5 cents to the tax rate in the first year and would cost the owner of a median priced (\$538,524) single-family home \$2.91.

**Article 2V: Beach Department-Portable Repeaters**

Raise and appropriate, transfer from available funds or borrow \$40,000 to place portable repeaters at the ocean side beaches, and costs related thereto.

**Selectboard:** Recommends 0-0.

**Finance Committee:** Recommends 0-0.

**SUMMARY:** Article 2V request authorization to place portable repeaters at the ocean side beaches to improve cell phone capacity.

Effect on Property Taxes: The repeaters may be paid for out of the Beach Fund, if they are not the cost of \$40,000 would be borrowed over five years and would add \$0.4 cents to the tax rate in the first year and would cost the owner of a median priced (\$538,524) single-family home \$2.33.

**ARTICLE 3: FY 2021 Marina Enterprise Budget.** To see if the Town will vote to raise and appropriate and/or transfer from available funds such sums of money necessary to fund the Fiscal Year 2021 Marina Enterprise Fund Budget or do or act anything thereon.

***Majority vote required.***

(Requested by the Selectboard)

**Selectboard:** Recommends 4-0.

**Finance Committee:** Recommends 0-0.

**SUMMARY:** This Article requests approval of the Fiscal Year 2020 Marina Services Enterprise Fund Budget. (See Appendix C)

**ARTICLE 4: FY 2021 Water Enterprise Budget.** To see if the Town will vote to raise and appropriate and/or transfer from available funds such sums of money necessary to fund the Fiscal Year 2021 Water Enterprise Fund Budget or do or act anything thereon.

***Majority vote required.***

(Requested by the Selectboard)

**Selectboard:** Recommends 4-0.

**Finance Committee:** Recommends 0-0.

**SUMMARY:** This Article requests approval of the FY2021 Water Enterprise Fund Budget.  
(See Appendix D)

**ARTICLE 5: Capital Improvement–Nauset High School Renovations.**

To see if the Town will approve the \$131,825,665 borrowing authorized by the Nauset Regional School District, for the purpose of paying costs of renovating and adding to Nauset Regional High School, located at 100 Cable Road, North Eastham, Massachusetts, including the payment of all costs incidental or related thereto (the “Project”), which school facility shall have an anticipated useful life as an educational facility for the instruction of school children of at least 50 years and for which the District may be eligible for a school construction grant from the Massachusetts School Building Authority (“MSBA”), said amount to be expended at the direction of the Nauset High School Building Committee. The MSBA’s grant program is a non-entitlement, discretionary program based on need, as determined by the MSBA, and any Project costs the District incurs in excess of any grant approved by and received from the MSBA shall be the sole responsibility of the District and its member municipalities. Any grant that the District may receive from the MSBA for the Project shall not exceed the lesser of (1) Forty three point thirty nine percent ( 43.39%) of eligible, approved project costs, as determined by the MSBA, or (2) the total maximum grant amount determined by the MSBA.

***Two-thirds vote required***

**Selectboard:** Recommends 4-0.

**Finance Committee:** Recommends 0-0.

**SUMMARY:**

Effect on Property Taxes: Wellfleet’s estimate 13% share of the net cost (after 43.39% MSBA reimbursement) borrowed over twenty-five years at an estimated interest rate of 4.25% would add 35.3 cents to the tax rate in the first year and would cost the owner of a median priced (\$538,524) single-family home \$189.95.

**SECTION II: ADDITIONAL FINANCIAL ARTICLES**

**ARTICLE 6: Wellfleet Employee Association (WEA) Contract.** To see if the Town will vote to raise and appropriate and/or transfer from any available source of funds an amount of money sufficient to fund the first year of a collective bargaining agreement between the Town of Wellfleet and the Wellfleet Employee Association, Units A, B and C beginning July 1, 2020 or do or act anything thereon.

***Majority vote required.***

(Requested by the Selectboard)

**Selectboard:** Recommends 4-0.

**Finance Committee:** Reserve recommendation until town meeting.

**SUMMARY:** Town Meeting approval is required to fund the 1<sup>st</sup> year of a collective bargaining agreement.

**ARTICLE 7: Non-Union and Other Personnel Salaries & Compensation.** To see if the Town will vote to raise and appropriate and/or transfer from available funds such sums of money necessary to fund wage and salary adjustments for non-union and other personnel beginning July 1, 2020, or do or act anything thereon.

***Majority vote required.***

(Requested by the Selectboard)

**Selectboard:** Recommends 4-0.

**Finance Committee:** Reserve recommendation until town meeting.

**SUMMARY:** This appropriation funds wage and salary adjustments for non-union and other personnel.

**ARTICLE 8: Additional Fire Department Positions –** To see if the Town will vote to raise and appropriate and/or transfer from any available source of funds \$148,000, or any other sum for the purpose of funding two new Firefighter/EMT/Paramedic position; provided, however that no sums shall be expended hereunder unless and until the Town shall have voted to assess an additional \$148,000 in real estate and personal property taxes pursuant to the provisions of G. L. c. 59, §21C (Proposition 2 ½), or do or act anything thereon.

***Majority vote required.***

(Requested by the Selectboard  
and the Fire Chief)

**Selectboard:** Recommends 4-0.

**Finance Committee:** Recommends 8-0

**SUMMARY:** This article would fund the cost of adding two additional Firefighter/EMT/Paramedic. Funding, if approved, would be through a 2 ½ override. Costs for each position include starting salary of each position (\$53,213), uniforms and protective clothing (\$1,900), holiday and call back costs (\$6,900) and an estimate of benefits and training costs (\$11,987). The total payroll, with estimated benefits and training costs of one position is \$74,000.

Effect on Property Taxes: The cost of \$74,000 would add 6.5 cents to the tax rate and would cost the owner of a median priced (\$538,524) single-family home \$35.12.

**ARTICLE 9: Funding for Paramedic Training Program.** To see if the Town will vote to raise and appropriate and/or transfer from available funds the sum of \$10,000, or any other sum, for the purpose of creating and funding a paramedic training fund to pay for medic training for future Wellfleet Fire and Rescue staff, provided, or do or act anything thereon.

***Majority vote required***

**Selectboard:** Recommends 4-0.

**Finance Committee:** Recommends 8-0.



**SUMMARY:** This article would fund a paramedic training program for the Wellfleet Fire and Rescue Department with the intent to improve recruiting and retention for the Department. Paramedics who left the department in their first year of employment would be required to reimburse the Town for the full cost. Paramedics who left the department in their 2<sup>nd</sup> year would be required to reimburse the Town for 2/3 of the costs and those who left in their 3<sup>rd</sup> year would be required to reimburse the Town for 1/3 of the costs.

**ARTICLE 10: Water System Upgrade.** To see if the Town will vote to appropriate a sum of money, not to exceed \$3,843,438 for the purpose of planning, designing and construction of a new water main, bidding and bid documents and related infrastructure from the Gristmill Way well field to improve the hydraulic flow of water from the Town's secondary water source, the Gristmill Way wells, and for the payment of all other costs incidental and related thereto, and that to meet this appropriation the Town Treasurer, with the approval of the Selectmen be and hereby is authorized to borrow said amount under and pursuant to Chapter 44, Section 8 of the General Laws, or pursuant to any other enabling authority including the Massachusetts Water Pollution Abatement Trust, and to issue bonds or notes of the Town therefore; provided, however that no sums shall be borrowed or expended hereunder unless and until the Town shall have voted to exclude the amounts necessary to pay debt service on any bonds or notes issued pursuant to this vote from the limits of Chapter 59, Section 21C of the Massachusetts General Laws (Proposition 2 ½) or take any other action in relation thereto.  
*Two-thirds vote required.*

**Selectboard:** Recommends 0-0.

**Finance Committee:** Recommends 0-0.

**Board of Water Commissioners:** Recommends 0-0.

**Housing Authority:** Recommends 3-0.

**Local Housing Partnership Recommends:** 6-0

**SUMMARY:** This article requests appropriation of funds for planning, designing and construction of an upgraded water main from the Gristmill Way well. The cost will be reduced and offset by any grants received for the project. The project is needed to enable the development of the housing development at 95 Lawrence Road.

**ARTICLE 11: Community Preservation** To see if the Town will vote to hear and act on the report of the Community Preservation Committee on the Fiscal Year 2021 Community Preservation budget and to appropriate from the Community Preservation Fund estimated annual revenues a sum of \$27,133.13 to meet the administrative expenses and all other necessary and proper expenses of the Community Preservation Committee for Fiscal Year 2021; and further to appropriate from Community Preservation Fund estimated revenues a sum of \$51,650 for open space debt service; a sum of \$2,616.25 to reserve for open space; a sum of \$54,266.25 to reserve to for community housing; and further to reserve for future appropriation a sum of \$54,266.25 for historic resources as recommended by the Community Preservation Committee, as well as a sum of \$352,730.65 to be placed in the 2021 Budgeted Reserve for general Community Preservation Act purposes, or do or act anything thereon.

*Majority vote required.*

(Requested by  
The Community Preservation Committee)

**Selectboard:** Recommends 5-0.

**Finance Committee:** Recommends 8-0.

**Community Preservation Committee:** Recommends 6-0.

**SUMMARY:** This is an annual CPC housekeeping article. Out of a total projected revenue figure of \$542,662.53 for Fiscal Year 2021, \$27,133.13 is the 5% of estimated for administrative expenses, as provided by the Community Preservation Act. Open Space's 10% is allocated as the funding source for Land Bank debt service in the capital budget. There is a remainder of \$2,616.25 to be placed in an Open Space Reserve after debt service has been met. Community Housing's 10%, and Historic Resources' 10% are reserved respectively for housing and historic preservation purposes. The balance of \$352,730.65 is reserved for approved CPA projects in any category including Recreation.

**ARTICLE 12: Community Preservation - Rental Assistance Program**

To see if the Town will vote, pursuant to MGL c.44B, to appropriate \$65,023.00 from the Community Preservation Fund budgeted housing reserve and \$99,977.00 from the Community Preservation Fund Balance for a total of \$165,000.00 to the Wellfleet Housing Authority for the purpose of promoting and supporting community housing to provide funding for rental assistance to qualified Wellfleet households for one to three years, or do or act anything thereon.

*Majority vote required.*

(Requested by  
The Community Preservation Committee)

**Selectboard:** Recommends 5-0.

**Finance Committee:** Recommends 8-0.

**Community Preservation Committee:** Recommends 6-0.

**Housing Authority:** Recommends 3-0.

**Local Housing Partnership:** Recommends 6-0.

**Summary:** Using existing housing in Wellfleet, the program will continue to serve the community need for affordable rentals. The program provides subsidies to landlords to bring rental rates down to affordable levels for income qualified applicants. Applicants are expected to pay 30% of their income toward the rent, and the subsidy makes up the difference.

**ARTICLE 13: Community Preservation - Housing Buy Down Program**

To see if the Town will vote, pursuant to MGL c.44B, to appropriate \$85,891.00 from the Community Preservation Fund Fiscal Year 2021 estimated annual revenues and \$99,109.00 from the Community Preservation Fund Balance for a total sum of \$185,000.00 for the purpose of providing funds through the Wellfleet Housing Authority and the Wellfleet Local Housing Partnership for the purpose of promoting and supporting community housing by offering assistance with the purchase of workforce housing for low and moderate, income eligible first-time homebuyers within the Town of Wellfleet and to authorize the Selectboard to enter into a grant agreement to set forth the terms and conditions thereof, or do or act anything thereon.

*Majority vote required.*

(Requested by  
The Community Preservation Committee)

**Selectboard:** Recommends 5-0.

**Finance Committee:** Recommends 8-0.

**Community Preservation Committee:** Recommends 6-0.

**Housing Authority:** Recommends 3-0.

**Local Housing Partnership Recommends: 6-0**

**SUMMARY:** The Housing Authority and the Local Housing Partnership have already successfully helped six first time homeowners with buy downs of Wellfleet homes. This will offer a seventh opportunity for a qualified local family to purchase a home which will be kept affordable in perpetuity through a deed restriction.

**ARTICLE 14: Community Preservation - Housing Institute 2020**

To see if the Town will vote, pursuant to MGL c.44B, to appropriate from the Community Preservation Fund Fiscal Year 2021 estimated annual revenues, the sum of \$7,500.00 be granted to the Community Development Partnership sponsored Lower Cape Housing Institute in Fiscal Year 2021 for the support of community housing, and to authorize the Selectboard to enter into a grant agreement to set forth the terms and conditions thereof, or do or act anything thereon.

*Majority vote required.*

(Requested by  
The Community Preservation Committee)

**Selectboard:** Recommends 5-0.

**Finance Committee:** Recommends 8-0.

**Community Preservation Committee:** Recommends 6-0.

**Housing Authority:** Recommends 3-0.

**Local Housing Partnership Recommends: 5-1**

**SUMMARY:** The Community Development Partnership (CDP) is offering the Lower Cape Housing Institute for a fourth year. The CDP is seeking contributions from the eight participating towns towards the costs of continued training and technical assistance to develop better understanding of Community Housing needs and to support the town in meeting its housing production goals. Sessions are free to Town officials and other interested parties.

**ARTICLE 15: Community Preservation - Museum Phase 2 Historic Restoration**

To see if the Town will vote, pursuant to MGL c.44B, to appropriate \$100,660.00 from the Community Preservation historic preservation reserve and the sum of \$249,340.00 from the Community Preservation Fund Fiscal Year 2021 estimated annual revenues for a total sum of \$350,000.00 for Phase 2 historic restoration of the mid-section of 262 Main Street by the Wellfleet Historical Society, thereby supporting historic preservation, and to authorize the Selectboard to enter into a grant agreement to set forth the terms and conditions thereof or do or act anything thereon.

*Majority vote required.*

(Requested by  
The Community Preservation Committee)

**Selectboard:** Recommends 5-0.

**Finance Committee:** Recommends 8-0.

**Community Preservation Committee:** Recommends 6-0.

**SUMMARY:** The restoration of the mid-section of 262 Main Street will allow the Wellfleet Historical Society and Museum to open the connection between the East wing and the original museum area and provide greater accessibility to the first floor of the museum. The Historical

Society has completed the permanent Historical Preservation Restriction agreement for the museum.

**ARTICLE 16: Community Preservation - Cemetery Restoration Phase 3**

To see if the Town will vote, pursuant to MGL c.44B, to appropriate from the Community Preservation Fund Fiscal Year 2021 estimated annual revenues the sum of \$10,000 to contribute to the cost of, and thereby support, for the historic restoration of gravestones in most need of repair at the Pleasant Hill/Oakdale Cemetery, or do or act anything thereon.

*Majority vote required.*

(Requested by The Community Preservation Committee)

**Selectboard:** Recommends 5-0.

**Finance Committee:** Recommends 8-0.

**Community Preservation Committee:** Recommends 4-2.

**SUMMARY:** This is the continuation of a multi-part cemetery restoration plan presented by the Wellfleet Cemetery Commissioners. Many stones and monuments in our cemeteries are in desperate need of restoration and repair. Future generations should be able to experience Wellfleet's history through the final resting places of town families over the past few centuries.

**ARTICLE 17: Matching Grant Funding** To see if the Town will vote to raise and appropriate or transfer from available funds up to \$50,000 for the purpose matching funds secured by grants, or do or act anything thereon.

*Majority vote required.*

(Requested by The Selectboard and the Energy and Climate Change Committee)

**Selectboard:** Recommends 5-0.

**Finance Committee:** Recommends 7-1.

**Energy and Climate Change Committee:** Recommends 0-0.

**SUMMARY:** This article will allow various Town departments, committees and boards to secure grants that require a matching contribution from the Town.

**FINANCE CONSENT AGENDA**  
**Voted on Together as part of a consent agenda**

**ARTICLE 18: Chapter 90 Road Repairs.** To see if the Town will vote to raise and appropriate and/or transfer from available funds \$248,219 in anticipation of reimbursement to be received pursuant to General Laws, chapter 90 as amended; said funds to be expended to repair and resurface Town roads and to carry out other authorized projects under the direction of the Department of Public Works, or do or act anything thereon.

*Majority vote required.*

(Requested by the Selectboard)

**Selectboard:** Recommends 5-0.

**Finance Committee:** Recommends 8-0.

**SUMMARY:** This Article will allow the Town to contract for paving services and other authorized projects in anticipation of receiving State reimbursement.

**ARTICLE 19: Other Post-Employment Benefits (“OPEB”) Appropriation.** To see if the Town will vote to transfer from free cash the sum of \$100,000, or any other sum, to be added to the Town’s Other Post-Employment Benefits Liability Trust Fund or do or act anything thereon.

***Majority vote required.***

(Requested by the Selectboard)

**Selectboard:** Recommends 5-0.

**Finance Committee:** Recommends 8-0.

**SUMMARY:** This amount will help to fund the Town’s share of future health insurance costs for current employees and retirees. As of June 30, 2016, the actuarial valuation of Wellfleet’s unfunded liability for these costs was \$7,987,654. The audited fund balance in the OPEB Trust Fund as of June 30, 2018 (\$1,475,735) plus the amount approved at the 2018 ATM for deposit in FY 2019 (\$250,000) sums up to an approximate balance of \$1,725,735.

**ARTICLE 20: Marina Enterprise Stabilization Fund** To see if the Town will vote to transfer from the Marina Parking fund the sum of \$10,000, or any other sum, for the purpose of contributing to the Marina Enterprise Stabilization Fund, or do or act anything thereon.

***Majority vote required.***

(Requested by the Selectboard)

**Selectboard:** Recommends 5-0.

**Finance Committee:** Recommends 8-0.

**SUMMARY:** By a majority vote the Town may appropriate into this fund in any year an amount not to exceed ten percent of the prior year’s tax levy. These funds are a reserve for future capital improvements to the Marina. The audited fund balance as of June 30, 2018 was \$40,368. Adding the FY 2019 contribution (\$10,000) and the contribution requested by this article would bring the account to approximately \$60,368.

**ARTICLE 21: Transfer to LCCATV Fund** To see if the Town will vote to transfer from the Cable Receipts Fund the sum of \$157,016 to fund local television access programming for the operation of the two local access television channels, 99 and 22, or do or act anything thereon.

***Majority vote required.***

(Requested by the Selectboard)

**Selectboard:** Recommends 5-0.

**Finance Committee:** Recommends 8-0.

**Cable Advisory Committee:** Recommends 0-0.

**SUMMARY:** This article provides funding for the local government programming (channel 22) and Lower Cape Community Access Television (channel 99). COMCAST, through your cable TV bills, provides the funding to the cable receipts fund.

**ARTICLE 22: Shellfish Revolving Fund Spending Limit.** To see if the Town will vote to establish a spending limit for FY2021 of \$40,000 for the Shellfish Revolving Fund established pursuant to MGL Chapter 44, Section 53E½.

*Majority vote required.*

**Selectboard:** Recommends 5-0.

**Finance Committee:** Recommends 0-0.

**Shellfish Advisory Board:** Recommends 0-0.

**SUMMARY:** The purpose of this article is to establish the spending limit for the Shellfish Revolving Fund which was established for propagation efforts. The Shellfish Department's propagation efforts include the seeding of quahogs and oysters in all Wellfleet waterways which also contributes to improving water quality and natural oyster set in our harbor to benefit growers and spat collectors. This revolving fund takes the responsibility for funding the shellfish department's budget line 180 out of the taxpayer's pockets and puts it in the hands of those who make their living in the shellfish industry and those who harvest shellfish recreationally. The Shellfish Propagation Revolving Fund revenues will be derived from shellfish grant revenue and permit fees. The Revolving Fund expenditures may be used for the propagation, cultivation, protection and study of shellfish only.

### **SECTION III: CHARTER AMENDMENTS, GENERAL BYLAWS and ACCEPTANCE of STATUTES**

#### **ARTICLES**

#### **ARTICLE 23: Commercial Single-Use Plastic Water Bottle Ban.**

To see if the Town will vote to adopt the following as a general by-law and to insert it into the Code of the Town of Wellfleet, Massachusetts.

##### **Section 1. Sale of Single-use Plastic Water Bottles**

Effective on September 1, 2021, it shall be unlawful to sell non-carbonated, unflavored drinking water in single-use plastic bottles of less than one gallon in the Town of Wellfleet. Enforcement of this regulation will begin September 1, 2021.

##### **Section 2. Definitions**

A single-use plastic bottle is a beverage container made from any type of plastic resin.

##### **Section 3. Exemptions**

Sales or distribution of non-carbonated, unflavored drinking water in single-use plastic bottles occurring subsequent to a declaration of emergency (by the Emergency Management Director or other duly authorized Town, County, Commonwealth or Federal official) affecting the availability and/or quality of drinking water to residents of the Town shall be exempt from this bylaw until seven days after the declaration has ended.

##### **Section 4. Enforcement**

Enforcement of this article shall be the responsibility of the Town Manager or his/her designee. The Town Manager shall determine the inspection process to be followed, incorporating the process into other Town duties as appropriate.

Any establishment conducting sales in violation of this article shall be subject to a non-criminal disposition fine as specified in G. L. Chapter 40 21D. The following penalties apply:

- First violation: Written warning
- Second violation: \$150 fine

- Third and subsequent violations: \$300 fine

Each day a violation continues constitutes a separate violation, incurring additional fines. Any such fines collected shall be payable to the Town of Wellfleet.

All businesses will be routinely inspected until the Town Manager deems the inspection to no longer be required.

*Majority vote required.*

(Petitioned Article)

**Selectboard:** Reserves recommendation.

**Recycling Committee:** Recommends 0-0.

**Bylaw Committee:** Recommends 2-0 with the following amendment:

Change Section 4 to replace Town Manager with Town Administrator in the three places it is listed.

**SUMMARY:** Single-use plastic bottles impact environmental health, and the health and longevity of other species, who may ingest plastic as food. Ultimately, plastic re-enters the human food chain where the adverse consequences are both known and emerging. Plastics pollute and impact our environment across their lifecycle from production to use to disposal.

Over 1,500 single-use plastic water bottles are used and discarded in the U.S. per second. Elimination of the use of single-use plastic water bottles will have a significant impact on future plastic-based pollution including the nation's greenhouse gas footprint and is consistent with protection of the natural environment in Wellfleet, Barnstable County, our nation and our earth, which we have a common responsibility to protect and steward.

**ARTICLE 24: Proposal to Amend Town of Wellfleet General Bylaw.**

To see if the Town will vote to amend its General Bylaws Article I, section 1, Town Meeting, by adding the text shown in **bold** and deleting the text shown as ~~strike through~~ below such that the bylaw, as amended shall read:

**Section 1.** Annual Town Meetings shall be opened at **6:00** ~~7:00~~ o'clock in the evening, **unless otherwise determined by the Selectboard.** Special Town Meetings may be opened at **6:00** ~~7 or 7:30~~ o'clock in the evening, **unless otherwise determined by the Selectboard.** ~~at the discretion of the Selectmen.~~

*Majority vote required.*

(Requested by the Selectboard)

**Selectboard:** Recommends 5-0.

**Bylaw Committee:** Recommends 2-0

**Recycling Committee:** Recommends 0-0

**SUMMARY:** The change is to see if the people of Wellfleet would prefer an earlier start time to Town Meetings. The hope is that an earlier start time will allow for meetings that do not last as long into the evening, with meetings ending potentially no later than 9PM.

**ARTICLE 25: Proposal to Amend Town of Wellfleet General Bylaw.**

To see if the Town will vote to adopt the following as a general bylaw and to insert it into ARTICLE VII of the By-laws of the Town of Wellfleet, Massachusetts as Section 39:

**Section 39 Climate Policy**

The Town of Wellfleet recognizes that the climate emergency, driven by human activity including energy consumption and land use practices and leading to global warming, rising seas, deadly storms, dangerous heat waves, acidifying oceans, and melting ice sheets, poses an imminent threat to the health, safety and economic security of the residents of the Town. The Town of Wellfleet therefore adopts as its policy the objective of reducing net greenhouse gas emissions from human activity within and by the Town to zero at the earliest technically and economically feasible time, and directs that all officers and departments of the Town take such measures within the scope of their respective responsibilities and authority as may be necessary and prudent to facilitate such policy and objective.

***Majority vote required.***

(Petitioned Article)

**Selectboard:** Reserves recommendation 4-0-1.

**Bylaw Committee:** Does NOT recommend 2-0.

**Recycling Committee:** Recommends 0-0

#### **SECTION IV: ZONING BY LAW AMENDMENT ARTICLES**

None.

#### **SECTION V: DISPOSITION OF TOWN PROPERTY ARTICLES**

**ARTICLE 26: Disposition of Town Land to Kate Clemens-Nowack and Jim Nowack.** To see if the Town will vote to transfer care, custody, management and control of Assessors Map 30, Parcel 14 Town owned property from the board or commission currently having custody thereof and from the purpose for which said property is currently held, to the Selectboard for the purpose of selling upon such terms as the Selectboard deems to be in the best interest of the Town, to Kate Clemens-Nowack and Jim Nowack, or to do or act anything thereon.

***Two-thirds vote required.***

**Selectboard:** Recommends 4-0-1.

**Open Space Committee:** Reserve recommendation until town meeting.

**Planning Board:** Recommends 3-2-1.

**Conservation Commission:** Reserve recommendation until town meeting.

**Natural Resources Advisory Board:** Recommends 0-0.

**SUMMARY:** This 2.00 acre parcel of land is land-locked and abuts the Clemens-Nowack and Nowack property.

**ARTICLE 27: Disposition of Town Land to Conservation Commission.** To see if the Town will vote to transfer care, custody, management and control of Assessors Map 20, Parcels 11, 12, and 16, Town owned properties along Kendrick Avenue from the board or commission currently having custody thereof and from the purpose for which said property is currently held, to the Wellfleet Conservation Commission for open space purposes, or to do or act anything thereon.

***Two-thirds vote required.***

**Selectboard:** Recommends 4-0-1

**Open Space Committee:** Recommends 0-0.

**Planning Board:** Recommends 5-0.

**Conservation Commission:** Reserve recommendation until town meeting.

**Natural Resources Advisory Board:** Recommends 5-0.



**SUMMARY:** These three properties are located west of the Mayo Beach and are each classified as Coastal Dune, Coastal Beach and Barrier Beach. They contain 1.84 acres and are all within the Areas of Critical Environmental Concern (ACEC) and the Flood Zone.

**ARTICLE 28: Disposition of Town Land to Conservation Commission.** To see if the Town will vote to transfer care, custody, management and control of Assessors Map 35-1, Parcels 201, 209, and 210, Town owned properties along the north shore of Blackfish Creek from the board or commission currently having custody thereof and from the purpose for which said property is currently held, to the Wellfleet Conservation Commission for open space purposes, or to do or act anything thereon.

*Two-thirds vote required.*

**Selectboard:** Recommends 4-0-1.

**Open Space Committee:** Recommends 0-0.

**Planning Board:** Recommends 5-0.

**Conservation Commission:** Reserve recommendation until town meeting.

**Natural Resources Advisory Board:** Recommends 5-0.

**SUMMARY:** These properties abut Blackfish Creek and include classifications of Barrier Beach, Coastal Dune and Salt Marsh. Parcel 209 is a 1.58 acre wetland area. Parcel 210 is a 7.41 acre area, 5.73 are tidal and 1.66 upland beach area. Parcel 201 is a .02 acre Town water access path. All are within the Areas of Critical Environmental Concern (ACEC) and the Flood Zone.

**ARTICLE 29: Authorize of Easement - Water Line Easement for 925 Chequessett Neck Road**

To see if the Town will vote to convey an easement under and around Chequessett Neck Road to and adjacent to the premises located at 925 Chequessett Neck Road, for the installation, use, repair and maintenance of water lines extending from a well located at 680 Chequessett Neck Road, Wellfleet, Massachusetts 02667, as shown on the sketch plan entitled "Sewage Disposal System," dated August 18, 1987; attached as Exhibit A (the "Sketch Plan"), to include the right to locate, install, use, repair and maintain such pipes and appurtenances as shall be necessary to maintain the connection to the well located at 680 Chequessett Neck Road, Wellfleet, Massachusetts 02667.

*Two-thirds vote required.*

**Selectboard:** Recommends 0-0.

**SUMMARY:** The owner of 925 Chequessett Neck Road currently has water lines under Chequessett Neck Road that connect the home to the well which is located across the street. This easement would allow the owner to maintain, repair and replace the current water lines as needed.

**SECTION VI: UNCLASSIFIED ARTICLES**

**ARTICLE 30:**

To see if the Town will vote to accept as a town way the road known as High Toss Road, between Pole Dike Road and Rainbow Lane, also known as Way 672, as heretofore laid out by the Selectboard and shown on a plan entitled "Plan of Land, High Toss Road," dated April 6, 2020, prepared by Outermost Land Survey, Inc., and on file with the Town Clerk, and to authorize the Selectboard to acquire on

behalf of the Town by gift, purchase, or eminent domain an easement to use High Toss Road, as herein described, for all purposes for which public ways are used in the Town of Wellfleet, and drainage, utility, access, and/or other easements related thereto, or do or act anything thereon.

*Majority vote required.*

**Selectboard:** Recommends 5-0.

**SUMMARY:** This Article authorizes the Town to secure title to High Toss Road between Pole Dike Road and Rainbow Lane, also known as Way 672. The Town has maintained this section of road for years, but does not have clear title to the land.

### **ARTICLE 31: Wellfleet Municipal Affordable Housing Trust Authorization**

To see if the Town will vote to rescind their decision establishing an Affordable Housing Trust Fund under 2004 Annual Town Meeting article 44 and establish in its place a Municipal Affordable Housing Trust Fund relative to M.G.L. Chapter 44B, section 55C and to transfer all funds from the existing Affordable Housing Trust Fund to the Municipal Affordable Housing Trust Fund, or do or act anything thereon.

*Majority vote required.*

**Selectboard:** Recommends 0-0.

**Housing Authority:** Recommends 0-0.

**Local Housing Partnership:** Recommends 0-0.

**SUMMARY:** The Massachusetts Municipal Affordable Housing Trust Fund legislation enacted in 2005 and revised in 2016 sets more consistent and clearer guidelines for the use of funds to create, preserve and support affordable housing initiatives than our current trust fund that was created by special legislation in 2006.

### **ARTICLE 32: Resolution in Support of Changing the State Flag & Seal of Massachusetts**

Whereas the history of the State of Massachusetts is replete with instances of conflict between the European Colonists and the Native Nations of the region, who first extended the hand of friendship to the Colonists on their shores in 1620, and helped them to survive starvation during the settlers' first winters on their land;

Whereas members of the Native Nation for whom the State of Massachusetts is named were ambushed and killed by Myles Standish, first commander of the Plymouth Colony, in April of 1623, barely two years after the Pilgrims arrived on their shores;

Whereas the naked Colonial broadsword brandished above the head of the Native man on the Massachusetts State Flag and Seal is modeled over Myles Standish's own broadsword, borrowed from the Pilgrim Hall in Plymouth by the illustrator Edmund Garrett in 1884;

Whereas the belt binding the Native's cloak on the Flag and Seal is modeled after a belt worn by Metacomet, known to the English as King Philip, who was among the Wampanoag leaders who resorted to a mutually destructive war in 1675-76 in defense of Native lands against Euro-Colonial encroachment;

Whereas the proportions of the body of the Native man in the Flag and Seal were taken from a Native skeleton kept in Winthrop, the bow modeled after a bow taken from a Native man shot and killed by a

colonist in Sudbury in 1665, and his features taken from a photograph of an Ojibwe chief from Great Falls, Montana, considered by the illustrator to be a “fine specimen of an Indian” though not from Massachusetts;

Whereas the history of relations between Massachusetts since Colonial times and the Native Nations who continue to live within its borders includes the forced internment of thousands of so-called ‘praying Indians’ on Deer Island, in Boston Harbor, where they died by the hundreds of exposure in 1675, their subsequent enslavement in Boston, Bermuda, and the Caribbean Islands, the offering of 40 pounds of sterling as bounty for the scalps of Native men, women and children in Massachusetts beginning in 1686, increased to 100 pounds sterling for the scalps of Native adult males by 1722, half that amount for Native women and children;

Whereas Native Nations within the boundaries of Massachusetts were kept in a state of serfdom, and their members legally considered incompetent wards of the state until the nonviolent action of the so-called Mashpee Rebellion of 1833 led to the granting of Native self rule by the Massachusetts legislature in 1834, as if the sovereign right of Native self-government was the Massachusetts legislature’s to confer;

Whereas Native Americans were legally prohibited from even stepping foot into Boston from 1675 until 2004, when that law was finally repealed;

Whereas the 400<sup>th</sup> anniversary of the landing of the Euro-Colonists at Plymouth Plantation, which gave rise to the long chain of genocidal wars and deliberate policies of cultural destruction against Native Nations of the this continent, is approaching in the year 2020, affording every citizen of the Commonwealth a chance to reflect upon this history and come to a new awareness of a better relationship between the descendants of the Euro-Colonial immigrants and the Native Nations of the Commonwealth;

Whereas the land area now known as the Town of \_\_\_\_\_ shares a rich Native history with modern tribal Nations like the Mohican, the Abenaki, and tribal groups like the Sokoki and the Pocumtuck and the Wampanoag who frequented this area for thousands of years before the first colonial settlers arrived.

Now, therefore, **BE IT RESOLVED** that the Town of \_\_\_\_\_ hereby adopts this resolution in support of H.2776 and S.1877, a “**Resolve Providing for the creation of a Special Commission relative to the Seal and Motto of the Commonwealth,**” and requests that Representative Paul Mark and Senator Jo Comerford continue their strong advocacy and support for the aforementioned Resolve (H.2776 and S.1877) in the General Court, and that the Joint Committee on State Administration and Regulatory Oversight, after holding a public hearing on the Resolve report it out favorably, and if the legislation shall pass that the governor shall sign it and work with members of the General Court to ensure its enactment.

*Majority vote required.*

**Selectboard:** Recommends 4-0-1.

**SECTION VII: STANDARD ANNUAL ARTICLES**  
**Voted on Together as part of a consent agenda**

**ARTICLE 33:** To see if the Town will vote to authorize the Town Administrator or his designee to dispose of the following articles of personal property by trade in or sale, or do or act anything thereon. .

*Majority vote required.*

None at time of printing.

**Selectboard:** Recommends 5-0.

**SUMMARY:** This Article authorizes the Town Administrator or his designee to dispose of surplus/outdated supplies and equipment over \$1,500 in value during the fiscal year. All money received for the disposal of such goods is to be placed in the General Fund, as appropriate. Any credit for trade in value will be applied against the purchase of the replacement vehicle.

**ARTICLE 34:** To see if the Town will vote in accordance with G. L. c. 41, §38 to authorize the Town Collector to use all means for collecting taxes, which the Treasurer may use when appointed Collector, or do or act anything thereon.

*Majority vote required.*

**Selectboard:** Recommends 5-0.

**SUMMARY:** This Article authorizes the Town Collector when appointed to use all pertinent sections of the Massachusetts General Laws to collect taxes due.

**ARTICLE 35:** To see if the Town will vote to assume liability in the manner provided by G. L. c. 91, §29 and 29A, as most recently amended, for damage that may be incurred for work to be performed by the Department of Environmental Protection of Massachusetts for improvement, development, maintenance and protection of tidal and non-tidal rivers and streams, great ponds, harbors, tidewaters, foreshores and shores along a public beach, excluding the Herring River and Herring River Dike, in accordance with G. L. c. 91, §11, and to authorize the Selectmen to execute and deliver a bond of indemnity therefore to the Commonwealth, or do or act anything thereon.

*Majority vote required.*

**Selectboard:** Recommends 5-0.

**SUMMARY:** The Commonwealth requires that the Town annually assume all liability for damages that may occur when work is performed by the Massachusetts Department Environmental Management within tidal and non-tidal waterways within the Town.

**ARTICLE 36:** To see if the Town will vote pursuant to the provisions of G. L. c. 71, §16B, to reallocate the sum of the Town's required local contributions to the Nauset Regional School District in accordance with the Nauset Regional School District Agreement, rather than according to the formula of the Education Reform Act, so-called, for fiscal year 2020, or do or act anything thereon.

*Majority vote required.*

**Selectboard:** Recommends 5-0.

**SUMMARY:** This annual request would apportion the operating budget of the Nauset Regional School District on a per pupil basis, rather than the Education Reform Act Formula. The Article will apportion the Nauset Regional School District Assessment for Fiscal 2020 to the four-member Towns based on their proportionate enrollment within the school district. This is the method provided within the inter-municipal agreement approved by the four Towns establishing the Nauset Regional School District and has been applied in each of the past fifteen years by Town Meeting vote.

**SECTION IX: STANDARD CLOSING ARTICLES**

**ARTICLE 37:** To hear reports of the Selectmen, Town Officers, and all other Committees and to act thereon, or do or act anything thereon.

**Selectboard:** Recommends 5-0.

**ARTICLE 38:** To act on any other business that may legally come before the meeting.

**Selectboard:** Recommends 5-0.

**SUMMARY:** Moderator's appointments are made under this article.

**SPECIAL TOWN ELECTION WARRANT**

**Monday, Date TBD**

The Commonwealth of Massachusetts

To either of the Constables in the Town of Wellfleet in the County of Barnstable:

**GREETINGS:**

In the name of the Commonwealth of Massachusetts you are hereby required to notify and warn the inhabitants of the Town of Wellfleet qualified to vote in Town Affairs, to meet at the **WELLFLEET SENIOR CENTER, 715 OLD KING'S HIGHWAY in Wellfleet on Monday the 4<sup>th</sup> day of May, 2020, between twelve o'clock noon and seven o'clock p.m.**, then and there to vote for the election of the following Town officers: one Moderator for one year; two for Selectboard for three years; one for the Wellfleet Elementary School Committee for three years; two for the Board of Library Trustees for three years; one for the Cemetery Commission for three years; one for the Housing Authority for five years and two for Constable for three years. Also, to vote on the following questions:

**Question 1: Nauset Regional High School Renovations**

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

**Question 2:**

Shall the Town of Wellfleet be allowed to assess an additional \$148,000 in real estate and personal property taxes for the purposes of funding two new full time Firefighter/EMT/Paramedic position, including benefits and all other costs incidental or related thereto, for the fiscal year beginning July first, 2020?

**Question 3:**

Shall the Town of Wellfleet be allowed to exempt from the provisions of Proposition two and one-half, so-called, the amounts required to pay for the bond issued in order to purchase, outfit, and equip two replacement police cruisers for the Police Department, and all other costs incidental or related thereto?

**Question 4:**

Shall the Town of Wellfleet be allowed to exempt from the provisions of Proposition two and one-half, so-called, the amounts required to pay for the bond issued in order to purchase, outfit, and equip a replacement command vehicle for the Fire and Rescue Department, and all other costs incidental or related thereto?

**Question 5:**

Shall the Town of Wellfleet be allowed to exempt from the provisions of Proposition two and one-half, so-called, the amounts required to pay for the bond issued in order to replace the equipment on the Forestry 90 vehicle for the Fire and Rescue Department, and all other costs incidental or related thereto?

**Question 6:**

Shall the Town of Wellfleet be allowed to exempt from the provisions of Proposition two and one-half, so-called, the amounts required to pay for the bond issued in order to replace EMS equipment for the Fire and Rescue Department, and all other costs incidental or related thereto?

**Question 7:**

Shall the Town of Wellfleet be allowed to exempt from the provisions of Proposition two and one-half, so-called, the amounts required to pay for the bond issued in order to equip and replace a 2004 Pick-up truck for the Department of Public Works, and all other costs incidental and related thereto?

**Question 8:**

Shall the Town of Wellfleet be allowed to exempt from the provisions of Proposition two and one-half, so-called, the amounts required to pay for the bond issued in order to equip and replace a 2004 Backhoe for the Department of Public Works, and all other costs incidental and related thereto?

**Question 9:**

Shall the Town of Wellfleet be allowed to exempt from the provisions of Proposition two and one-half, so-called, the amounts required to pay for the bond issued in order to build and furnish an equipment storage shed at the Wellfleet Transfer Station for the Department of Public Works, and all other costs incidental and related thereto?

**Question 10:**

Shall the Town of Wellfleet be allowed to exempt from the provisions of Proposition two and one-half, so-called, the amounts required to pay for the bond issued in order to build and furnish a replacement guard shack and to extend the protective canopy at the Wellfleet Transfer Station for the Department of Public Works, and all other costs incidental and related thereto?

**Question 11:**

Shall the Town of Wellfleet be allowed to exempt from the provisions of Proposition two and one-half, so-called, the amounts required to pay for the bond issued in order to replace the backstops at the Baker Field Recreation area, and all other costs incidental and related thereto?

**Question 12:**

Shall the Town of Wellfleet be allowed to exempt from the provisions of Proposition two and one-half, so-called, the amounts required to pay for the bond issued in order to replace the bandstand awning at the bandstand on the municipal pier, and all other costs incidental and related thereto?

**Question 13:**

Shall the Town of Wellfleet be allowed to exempt from the provisions of Proposition two and one-half, so-called, the amounts required to pay for the bond issued in order to build and furnish a replacement building for the Wellfleet Swap Shop at the Wellfleet Transfer Station for the Department of Public Works, and all other costs incidental and related thereto?

**Question 14:**

Shall the Town of Wellfleet be allowed to exempt from the provisions of Proposition two and one-half, so-called, the amounts required to pay for the bond issued in order to fund the Nauset Regional School district's Fiscal Year 2021 capital improvement plan, and all other costs incidental and related thereto?

**Question 15:**

Shall the Town of Wellfleet be allowed to exempt from the provisions of Proposition two and one-half, so-called, the amounts required to pay for the bond issued in order to replace the playground equipment at the Wellfleet Elementary School, and all other costs incidental and related thereto?

**Question 16:**

Shall the Town of Wellfleet be allowed to exempt from the provisions of Proposition two and one-half, so-called, the amounts required to pay for the bond issued in order to fund a study of a fire suppression system at the Wellfleet Elementary School, and all other costs incidental and related thereto?

**Question 17:**

Shall the Town of Wellfleet be allowed to exempt from the provisions of Proposition two and one-half, so-called, the amounts required to pay for the bond issued in order to replace the computer equipment at the Wellfleet Elementary School, and all other costs incidental and related thereto?

**Question 18:**

Shall the Town of Wellfleet be allowed to exempt from the provisions of Proposition two and one-half, so-called, the amounts required to pay for the bond issued in order to replace a roof at the substation for the Department of Public Works, and all other costs incidental and related thereto?

**Question 19:**

Shall the Town of Wellfleet be allowed to exempt from the provisions of Proposition two and one-half, so-called, the amounts required to pay for the bond issued in order to fund repairs and improvements to Lt. Island Road for the Department of Public Works, and all other costs incidental and related thereto?

**Question 20:**

Shall the Town of Wellfleet be allowed to exempt from the provisions of Proposition two and one-half, so-called, the amounts required to pay for the bond issued in order to fund an engineering study of the Duck Creek revetment for the Department of Public Works, and all other costs incidental and related thereto?



**APPENDIX A & B**  
**ARTICLES 1 & 3**  
**FY 2021 OPERATING & CAPITAL BUDGETS SUMMARY**

The Fiscal Year 2021 Operating Budget generally provides for the continuation of all services delivered during the previous fiscal year. A breakdown of the entire budget showing expenditures requiring Town Meeting approval and revenue estimates follows.

APPROPRIATIONS	FY2018	FY2019	FY2020	FY2021
Operating Budget	\$17,946,134	\$18,359,787	\$19,039,847	\$20,303,924
Capital Debt Service	\$1,820,602	\$1,828,966	\$1,871,735	\$1,692,296
Capital Expenditures	\$826,276	\$670,267	\$255,319	\$221,650
Articles (estimated)	\$540,158	\$464,720	\$528,157	\$865,484
Other: Overlay, Cherry Sheet	\$510,740	\$516,476	\$555,000	\$554,986
<b>TOTAL:</b>	<b>\$21,643,910</b>	<b>\$21,841,216</b>	<b>\$22,250,058</b>	<b>\$23,480,906</b>

**FUNDING SOURCES**

Allowable Tax Levy	\$18,942,672
Receipts Reserved	\$ 1,887,457
<u>Other Local Receipts, Chapter 90, etc.</u>	<u>\$ 2,650,777</u>
<b>Total</b>	<b>\$23,480,906</b>

The Capital Budget in article 3 includes debt service (principal and interest payments due during the fiscal year on outstanding debt) and capital expenditures which do not require borrowing.

**OPERATING BUDGET**  
**FISCAL YEAR 2021**  
**APPENDIX A**

APPENDIX A

	FY 19 Actual	FY 20 Budget	FY 21 Dept Head	FY 21 Town Admin	FY 21 FinCom	FY 21 Selectboard
<b>GENERAL GOVERNMENT</b>						
<b>114 - MODERATOR</b>						
Salaries & Wages	200	200	225	225	225	225
Operating Expenses	20	400	400	400	400	400
Total	220	600	625	625	625	625
<b>115 - CONSTABLES</b>						
Salaries & Wages	50	100	100	100	100	100
Total	0	100	100	100	100	100
<b>121 - AUDIT</b>						
Operating Expenses	21,900	23,000	22,900	22,900	22,900	22,900
Total	21,900	23,000	22,900	22,900	22,900	22,900
<b>122 - SELECTMEN</b>						
Salaries & Wages	12,500	12,500	12,500	12,500	12,500	12,500
Operating Expenses	4,215	4,370	4,370	4,370	4,370	4,370
Total	16,715	16,870	16,870	16,870	16,870	16,870
<b>123 - TOWN ADMINISTRATOR</b>						
Salaries & Wages	212,906	247,696	246,092	246,092	246,092	246,092
Operating Expenses	2,677	11,350	11,350	11,350	11,350	11,350
Total	215,583	259,046	257,342	257,342	257,342	257,342
<b>124 - GENERAL ADMINISTRATION</b>						
Salaries & Wages	124,734	129,053	132,532	132,532	132,532	132,532
Operating Expenses	22,330	21,400	21,800	21,800	21,800	21,800
Total	147,064	150,453	154,332	154,332	154,332	154,332
<b>131 - FINANCE COMMITTEE</b>						
Operating Expenses	198	300	300	300	300	300
Total	198	300	300	300	300	300
<b>132 - RESERVE FUND</b>						
TRANSFERS	6,344	87,202	89,500	89,500	89,500	89,500
Total	6,344	87,202	89,500	89,500	89,500	89,500
<b>135 - TOWN ACCOUNTANT</b>						
Salaries & Wages	143,431	145,727	167,188	167,188	167,188	167,188
Operating Expenses	7,451	10,390	10,390	10,390	10,390	10,390
Total	150,882	156,117	177,578	177,578	177,578	177,578
<b>141 - ASSESSOR'S OFFICE</b>						
Salaries & Wages	122,226	127,572	128,181	128,181	128,181	128,181
Operating Expenses	45,667	51,070	66,940	66,940	66,940	66,940
Total	167,893	178,642	195,121	195,121	195,121	195,121
<b>145 - TREASURER/COLLECTOR</b>						
Salaries & Wages	179,408	181,982	193,460	193,460	193,460	193,460
Operating Expenses	33,427	43,615	46,945	46,945	46,945	46,945
Total	212,835	225,597	240,405	240,405	240,405	240,405

OPERATING BUDGET  
FISCAL YEAR 2021

APPENDIX A

	FY 19 Actual	FY 20 Budget	FY 21 Dept Head	FY 21 Town Admin	FY 21 FinCom	FY 21 Selectmen
<b>151 - LEGAL SERVICES</b>						
Operating Expenses	118,499	105,000	125,000	125,000	125,000	125,000
Total	118,499	105,000	125,000	125,000	125,000	125,000
<b>153 - COMPUTERIZATION</b>						
Operating Expenses	148,702	160,000	198,500	198,500	198,500	198,500
Total	148,702	160,000	198,500	198,500	198,500	198,500
<b>158 - TAX TITLE</b>						
Operating Expenses	0	11,000	11,000	11,000	11,000	11,000
Total	0	11,000	11,000	11,000	11,000	11,000
<b>161 - TOWN CLERK</b>						
Salaries & Wages	36,585	51,350	84,660	84,660	84,660	84,660
Operating Expenses	5,985	13,194	11,820	11,820	11,820	11,820
Total	42,570	64,544	96,480	96,480	96,480	96,480
<b>162 - ELECTIONS/REGISTRATION</b>						
Salaries & Wages	6,758	5,320	5,535	5,535	5,535	5,535
Operating Expenses	2,853	6,184	6,200	6,200	6,200	6,200
Total	9,611	11,504	11,735	11,735	11,735	11,735
<b>171 - CONSERVATION COMMISSION</b>						
Operating Expenses	3,267	3,630	3,630	3,630	3,630	3,630
Total	3,267	3,630	3,630	3,630	3,630	3,630
<b>174 - PLANNING BOARD</b>						
Operating Expenses	1,486	10,435	10,435	10,435	10,435	10,435
Total	1,486	10,435	10,435	10,435	10,435	10,435
<b>176 - ZONING BOARD OF APPEALS</b>						
Operating Expenses	1,011	1,756	1,756	1,756	1,756	1,756
Total	1,011	1,756	1,756	1,756	1,756	1,756
<b>177 - OPEN SPACE COMMITTEE</b>						
Operating Expenses	0	1,500	1,500	1,500	1,500	1,500
Total	0	1,500	1,500	1,500	1,500	1,500
<b>178 - HERRING WARDEN</b>						
Salaries & Wages	2,200	2,200	2,400	2,400	2,400	2,400
Operating Expenses	0	300	300	300	300	300
Total	2,200	2,500	2,700	2,700	2,700	2,700
<b>179 - SHELLFISH</b>						
Salaries & Wages	209,987	220,053	239,526	230,398	230,398	230,398
Operating Expenses	18,499	21,620	29,060	29,060	29,060	29,060
Total	228,486	241,673	268,586	259,458	259,458	259,458
<b>180 - SHELLFISH CONSERVATION/PROPAGATION</b>						
Operating Expenses	45,996	46,000	46,000	6,000	6,000	6,000
Total	45,996	46,000	46,000	6,000	6,000	6,000

OPERATING BUDGET  
FISCAL YEAR 2021

APPENDIX A

	FY 19 Actual	FY 20 Budget	FY 20 Dept Head	FY 20 Town Admin	FY 20 FinCom	FY 20 Selectmen
<b>181 - SHELLFISH ADVISORY COMMITTEE</b>						
Operating Expenses	0	100	100	100	100	100
Total	0	100	100	100	100	100
<b>182 - CHAMBER OF COMMERCE</b>						
Operating Expenses	10,000	10,000	10,000	10,000	10,000	10,000
Total	10,000	10,000	10,000	10,000	10,000	10,000
<b>183 - NATURAL RESOURCE ADVISORY BD</b>						
Operating Expenses	771	1,150	1,150	1,150	1,150	1,150
Total	771	1,150	1,150	1,150	1,150	1,150
<b>189 - HOUSING AUTHORITY</b>						
Operating Expenses	3,000	5,000	5,000	5,000	5,000	5,000
Total	3,000	5,000	5,000	5,000	5,000	5,000
<b>195 - TOWN REPORTS &amp; WARRANTS</b>						
Operating Expenses	16,377	14,050	16,500	16,500	16,500	16,500
Total	16,377	14,050	16,500	16,500	16,500	16,500
<b>196 - CONSULTANCY</b>						
Operating Expenses	9,838	20,000	20,000	20,000	20,000	20,000
Total	9,838	20,000	20,000	20,000	20,000	20,000
Total-General Gov't	1,581,498	1,807,769	1,985,145	1,936,017	1,936,017	1,936,017
<b>DEPARTMENT OF PUBLIC SAFETY</b>						
<b>210 - POLICE</b>						
Salaries & Wages	1,301,305	1,461,003	1,473,893	1,473,893	1,461,003	1,473,893
Operating Expenses	117,099	118,635	131,135	131,135	118,635	131,135
Total	1,418,404	1,579,638	1,605,028	1,605,028	1,579,638	1,605,028
<b>215 - COMMUNICATIONS/DISPATCHERS</b>						
Salaries & Wages	317,573	349,303	380,067	380,067	349,303	380,067
Operating Expenses	20,193	23,200	26,600	26,600	23,200	26,600
Total	337,766	372,503	406,667	406,667	372,503	406,667
<b>220 - FIRE</b>						
Salaries & Wages	1,222,006	1,379,816	1,574,543	1,526,860	1,574,543	1,574,543
Operating Expenses	175,444	218,297	254,470	254,470	254,470	254,470
Total	1,397,450	1,598,113	1,829,013	1,781,330	1,829,113	1,829,013
<b>241 - Building Department</b>						
Salaries & Wages	213,187	215,243	220,157	220,157	220,157	220,157
Operating Expenses	8,268	12,300	9,357	9,357	12,300	9,357
Total	221,455	227,543	229,514	229,514	229,514	229,514
<b>291 - EMERGENCY MANAGEMENT</b>						
Operating Expenses	2,618	5,000	5,000	5,000	5,000	5,000
Total	2,618	5,000	5,000	5,000	5,000	5,000
<b>293 - TRAFFIC/PARKING CONTROL</b>						
Salaries & Wages	2,000	2,000	2,250	2,250	2,250	2,250
Operating Expenses	1,210	4,250	5,250	5,250	5,250	5,250
Total	3,210	6,250	7,500	7,500	6,250	7,500
Total-Public Safety	3,380,903	3,789,047	4,082,722	4,035,039	4,082,722	4,082,722

FISCAL YEAR 2021	FY 19	FY 20	FY 21	FY 21	FY 21	FY 21
	Actual	Budget	Dept Head	Town Admin	FinCom	Selectmen
<b>EDUCATION</b>						
<b>300 - ELEMENTARY SCHOOL</b>						
Budget Estimate	2,482,925	2,697,701	2,765,144	2,765,144	2,791,238	2,791,238
Total	2,482,925	2,697,701	2,765,144	2,765,144	2,791,238	2,791,238
<b>301 - NAUSET REGIONAL SCHOOL DISTRICT</b>						
NRSD ASSESSMENT	2,850,944	3,150,114	3,228,867	3,228,867	3,212,395	3,212,395
Total	2,850,944	3,150,114	3,228,867	3,228,867	3,212,395	3,212,395
<b>302 - CAPE COD REG TECH HS DISTRICT</b>						
OTHER ASSESSMENTS	268,755	255,136	261,514	261,514	264,214	264,214
Total	268,755	255,136	261,514	261,514	264,214	264,214
<b>TOTAL EDUCATION</b>	<b>5,602,624</b>	<b>6,102,832</b>	<b>6,255,525</b>	<b>6,255,525</b>	<b>6,267,847</b>	<b>6,267,847</b>
<b>DEPARTMENT OF PUBLIC WORKS</b>						
<b>417 - DPW FACILITIES</b>						
Operating Expenses	379,935	340,950	340,950	340,950	340,950	340,950
Total	379,935	340,950	340,950	340,950	340,950	340,950
<b>420 - DPW OPERATIONS</b>						
Salaries & Wages	908,135	1,019,501	1,086,525	1,086,525	1,086,525	1,086,525
Operating Expenses	142,090	149,550	164,450	164,450	164,450	164,450
Total	1,050,225	1,169,051	1,250,975	1,250,975	1,250,975	1,250,975
<b>422 - DPW HIGHWAYS</b>						
Operating Expenses	92,900	92,900	92,900	92,900	92,900	92,900
Total	92,900	92,900	92,900	92,900	92,900	92,900
<b>423 - DPW SNOW REMOVAL</b>						
Salaries & Wages	40,583	45,000	45,000	45,000	45,000	45,000
Operating Expenses	67,200	83,180	83,180	83,180	83,180	83,180
Total	107,783	128,180	128,180	128,180	128,180	128,180
<b>424 - DPW STREET LIGHTS</b>						
Operating Expenses	4,736	10,600	10,600	10,600	10,600	10,600
Total	4,736	10,600	10,600	10,600	10,600	10,600
<b>433 - DPW TRANSFER STATION</b>						
Operating Expenses	269,627	323,350	352,350	323,350	352,350	352,350
Total	269,627	323,350	352,350	323,350	352,350	352,350
<b>434 - RECYCLING COMMITTEE</b>						
Operating Expenses	50	775	775	775	775	775
Total	50	775	775	775	775	775
<b>Total Public Works</b>	<b>1,905,256</b>	<b>2,065,806</b>	<b>2,176,730</b>	<b>2,176,730</b>	<b>2,176,730</b>	<b>2,176,30</b>

**OPERATING BUDGET**

APPENDIX A

FISCAL YEAR 2021

	FY 19	FY 20	FY 21	FY 21	FY 21	FY 21
	Actual	Budget	Dept Head	Town Admin	FinCom	Selectmen
<b>HUMAN SERVICES</b>						
<b>510 - HEALTH/CONS</b>						
Salaries & Wages	160,858	164,050	166,819	166,819	166,819	166,819
Operating Expenses	18,646	26,629	37,934	37,934	37,934	37,934
Total	179,504	190,679	204,753	204,753	204,753	204,753
<b>520 - HUMAN SERVICES</b>						
Grants	205,000	305,000	305,000	305,000	305,000	305,000
Total	205,000	305,000	305,000	305,000	305,000	305,000
<b>541 - COUNCIL ON AGING</b>						
Salaries & Wages	197,753	209,629	216,684	216,684	216,684	216,684
Operating Expenses	39,265	47,125	52,125	52,125	52,125	52,125
Total	237,018	256,754	268,809	268,809	268,809	268,809
<b>542 - COUNCIL ON AGING BOARD</b>						
Operating Expenses	0	0	0	0	0	0
Total	0	0	0	0	0	0
<b>543 - VETERAN's SERVICES</b>						
OTHER ASSESSMENTS	16,829	17,335	17,800	17,800	17,800	17,800
VETERANS BENEFITS	6,469	12,000	12,000	12,000	12,000	12,000
Total	23,298	29,335	29,800	29,800	29,800	29,800
Total Human Services	644,820	781,768	808,362	808,362	808,362	808,362
<b>CULTURE AND RECREATION</b>						
<b>610 - LIBRARY</b>						
Salaries & Wages	333,405	357,944	362,419	362,419	362,419	362,419
Operating Expenses	118,858	124,300	145,300	145,300	145,300	145,300
Total	452,263	482,244	507,719	507,719	507,719	507,719
<b>630 - RECREATION</b>						
Salaries & Wages	233,180	250,564	267,604	267,604	267,604	267,604
Operating Expenses	75,344	76,342	81,379	81,379	81,379	81,379
Total	308,524	326,906	348,983	348,983	348,983	348,983
<b>660 - COMMUNITY SERVICES DIRECTOR</b>						
Salaries & Wages	90,271	94,917	97,342	94,666	94,666	94,666
Operating Expenses	594	75,750	75,750	75,750	75,750	211,899
Total	90,865	170,667	173,092	170,416	170,416	306,565
<b>690 - HISTORICAL COMMISSION</b>						
Operating Expenses	486	2,600	2,600	2,600	2,600	2,600
Total	0	2,600	2,600	2,600	2,600	2,600
<b>692 - HOLIDAY CELEBRATIONS</b>						
Operating Expenses	1,200	1,200	1,200	1,200	1,200	1,200
Total	1,200	1,200	1,200	1,200	1,200	1,200
<b>696 - Cultural Council</b>						
Operating Expenses	2,000	2,000	2,000	2,000	2,000	2,000
Total	2,000	2,000	2,000	2,000	2,000	2,000
<b>699 - Beach Program</b>						
Salaries & Wages	303,470	269,189	319,125	319,125	319,125	319,125
Operating Expenses	120,723	66,400	66,760	66,760	66,760	66,760
Total	424,193	327,589	385,885	385,885	385,885	385,885
Total Culture & Rec.	1,279,531	1,313,206	1,421,479	1,418,803	1,418,803	1,554,952

OPERATING BUDGET  
FISCAL YEAR 2021

APPENDIX A

	FY 19 Actual	FY 20 Budget	FY 21 Dept Head	FY 21 Town Admin	FY 21 FinCom	FY 21 Selectmen
<b>INTEREST ACCOUNTS</b>						
Short Term Loan Prin/Int	0	25,000	25,000	25,000	25,000	25,000
R/E TAX REFUND INTEREST	166	150	150	150	150	150
Total Interest Accounts	166	25,150	25,150	25,150	25,150	25,150
<b>UNCLASSIFIED ACCOUNTS</b>						
<b>911 - RETIREMENT ASSESSMENT</b>						
Barnstable County Retirement	1,256,352	1,247,696	1,260,173	1,322,558	1,406,577	1,406,577
<b>912 - Workers Compensation</b>						
Injury Claims	102,547	115,000	115,000	115,000	115,000	115,000
<b>913 - Unemployment Compensation</b>						
Claims	19,532	25,000	25,000	25,000	25,000	25,000
<b>914 - Group Health Insurance</b>						
Premiums	1,224,468	1,379,027	1,379,027	1,379,027	1,379,027	1,379,027
<b>915 - Group Life Insurance</b>						
Premiums	5,507	6,500	6,500	6,500	6,500	6,500
<b>916 - Town Share Medicare</b>						
Tax Payments	123,720	126,000	129,090	131,040	131,040	131,040
<b>917 - Health Insurance Stipend</b>						
Employee Stipends	6,837	45,000	67,500	40,000	40,000	40,000
<b>940 - Miscellaneous</b>						
Tax Work off Program	17,500	19,000	19,000	19,000	19,000	19,000
<b>945 - Property/Liability Insurance</b>						
Premiums	324,008	312,000	330,000	330,000	330,000	330,000
<b>990 - Inter fund Transfers</b>						
Transfers	0	0	0	0	0	0
<b>Payroll Contract Adjustments</b>						
Salaries & Wages	0	0	0	0	0	0
Total Unclassified Accts	3,080,471	3,275,223	3,325,290	3,368,125	3,452,144	3,452,144
<b>OPERATING BUDGET TOTAL</b>						
	17,475,103	19,311,753	20,067,192	20,015,466	20,305,613	20,305,613

FY 2021 CAPITAL BUDGET

APPENDIX B

<u>Department</u>	<u>Request</u>	<u>FY 2021</u>	<u>Funding Source</u>
179 Shellfish Dept.	Pick-up Truck	\$36,495	Shellfish Fund
210 Police	Police cruisers (2)	\$100,000	Borrow
220 Fire & Rescue	Replace command car	\$55,000	Borrow
220 Fire & Rescue	Replace Forestry 90 equip	\$40,000	Borrow
220 Fire & Rescue	Replace EMS Equip.	\$80,000	Borrow
300 Elementary School	Replace Playground	\$250,000	Borrow
300 Elementary School	Study of Fire Suppression	\$110,000	Borrow
300 Elementary School	Replace computers	\$25,000	Borrow
<u>301 Nauset Regional School District</u>			
Wellfleet share (13%) of Nauset Reg. School District		\$71,000	Borrow
417 Facilities-Town Bldg.	Town Hall railing	\$6,000	Borrow
417 Facilities-Town Bldg.	Bathroom upgrades	\$5,000	Borrow
417 Facilities-Town Bldg.	Trans Station Equip. Storage	\$230,000	Borrow
417 Facilities-Town Bldg.	Trans Station canopy	\$40,000	Borrow
417 Facilities-Town Bldg.	Trans Station guard shack	\$15,000	Borrow
417 Facilities-Town Bldg.	Sub Station roof	\$15,000	Borrow
417 Facilities	Baker Field backstops	\$35,000	Borrow
417 Facilities	Beach Bathroom upgrades	\$30,000	Beach Fund
417 Facilities	Bandstand awning replace	\$25,175	Borrow
417 Facilities	Swap Shop building	\$65,000	Borrow
417 Facilities	Lt. Island Bridge	\$150,000	Borrow
417 Facilities	Duck Creek Revetment	\$50,000	Borrow
417 Facilities	Beach repeaters	\$40,000	Beach Fund
420 DPW Equipment	Pick-up Truck '04'	\$60,000	Borrow
420 DPW Equipment	Backhoe '04'	\$168,000	Borrow

**Total** **\$1,786,670**

**Funding Sources:**

**Beach Fund**           **\$70,000**  
**Shellfish Fund**       **\$36,495**  
**Borrow-Debt Exclusion** **\$1,680,175**



**DEBT SERVICE**

**710 Debt Service**

	<u>FY 2020</u>		<u>FY 2021</u>	
	Principal	Interest	Principal	Interest
Library Roof	\$15,000	\$300	<b>\$5,000</b>	<b>\$75</b>
Muni Building Church	\$35,000	\$1,550	<b>\$40,000</b>	<b>\$600</b>
Senior Center	\$50,000	\$4,250	<b>\$45,000</b>	<b>\$3,075</b>
Muni Water GOB 1	\$15,000	\$1,500	<b>\$15,000</b>	<b>\$1,125</b>
Muni Water SRF	\$50,000	\$2,755	<b>\$54,334</b>	<b>\$1,546</b>
Landfill Closure	\$105,000	\$18,900	<b>\$100,000</b>	<b>\$16,350</b>
Septic County Non	\$10,000		<b>\$10,000</b>	
Fire Station property	\$40,000	\$5,650	<b>\$35,000</b>	<b>\$4,725</b>
Fire Station Design #1	\$5,000	\$650	<b>\$5,000</b>	<b>\$525</b>
Landfill Closure #2	\$5,000	\$950	<b>\$5,000</b>	<b>\$825</b>
Uncle Tim's Bridge	\$10,000	\$2,350	<b>\$10,000</b>	<b>\$2,100</b>
Fire Station Design #2	\$15,000	\$2,850	<b>\$15,000</b>	<b>\$2,475</b>
Fire Station Construction	\$390,000	\$88,050	<b>\$385,000</b>	<b>\$78,375</b>
Wastewater MWPAT	\$8,817	\$3,331	<b>\$9,008</b>	<b>\$3,155</b>
Various Projects (01/16 Bond)	\$230,000	\$35,595	<b>\$175,000</b>	<b>\$30,995</b>
Police Station	\$305,000	\$213,073	<b>\$305,000</b>	<b>\$200,873</b>
CC Tech High School	\$160,364		<b>\$132,125</b>	
BAN payoff (sidewalks)	\$40,000	\$800	<b>\$0</b>	<b>\$0</b>
<b>Total</b>	<b>\$1,489,181</b>	<b>\$382,554</b>	<b>\$1,345,467</b>	<b>\$346,819</b>

<b>FY 2021</b>	<b>Total \$1,692,286</b>
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Land Bank Purchases Paid from CPC Funds

	<u>FY 2019</u>		<u>FY 2020</u>	
Geiger Land	\$20,000	\$600	\$20,000	\$600
Chavchavadze Land	\$30,000	\$1,350	\$30,000	\$4,725

Enterprise Fund Debt Service

	<u>FY 2019</u>		<u>FY 2020</u>	
Marina Enterprise	\$105,000	\$21,750	\$105,000	\$19,125
Water Enterprise	\$55,036	\$54,701	\$55,734	\$53,298

APPENDIX C ARTICLE 4  
FY 2021 MARINA SERVICES ENTERPRISE FUND BUDGET

The Marina operates from May 15<sup>th</sup> to October 15<sup>th</sup>. The enterprise fund is self-supporting. The Marina Enterprise Fund will reimburse the General Fund \$55,300 for Marina expenses carried in the general operating budget such as employee salaries and benefits and the cost of shared employees.

FY 2021 Estimated Revenues	
Mooring and Slip Fees	320,000
Fuel Sales	160,000
Dockage	55,000
Other Income	15,000
Parking-seasonal	30,000
Waterways Fund	2,000
Beach Fund	10,000
Shellfish Fund	5,000
Marina Enterprise Fund Retained Earnings	56,461
<u>Total Revenues</u>	<u>653,461</u>

FY 2021 Estimated Expenditures	
Salaries and Wages	212,661
Operating Expenditures	221,375
Capital Outlay (Debt Service)	124,125
Reserve	40,000
<u>Reimburse General Fund costs</u>	<u>55,300</u>
<u>Total Expenses</u>	<u>653,461</u>

## MARINA ENTERPRISE FUND

## APPENDIX C

	FY 2019	FY 2020	FY 2021	FY 2021	FY 2021
	Actual	Budget	Dept Head	Town Admin	Selectmen
<b>PERSONNEL</b>					
Salaries & Wages	177,759	179,269	179,269	179,269	179,269
Overtime	7,499	2,000	2,000	2,000	2,000
Holiday/Longevity	198	2,875	2,875	2,875	2,875
<b>TOTAL PERSONNEL</b>	<b>172,152</b>	<b>184,144</b>	<b>184,144</b>	<b>184,144</b>	<b>184,144</b>
<b>OPERATING EXPENSES</b>					
Services	30,569	34,450	25,350	25,350	25,350
Supplies	149,758	156,700	167,000	167,000	167,000
Other Charges	5,466	7,125	7,825	7,825	7,825
Small Equipment	1,976	1,200	1,200	1,200	1,200
<b>TOTAL OPERATING EXPENSES</b>	<b>187,769</b>	<b>199,475</b>	<b>201,375</b>	<b>201,375</b>	<b>201,375</b>
<b>CAPITAL OUTLAY</b>					
Engineering, Marina Rehab	6,980	20,000	20,000	20,000	20,000
Rehab Debt Service, Principal	110,000	105,000	105,000	105,000	105,000
Rehab Debt Service, Interest	23,900	21,750	19,125	19,125	19,125
<b>TOTAL CAPITAL OUTLAY</b>	<b>163,163</b>	<b>146,750</b>	<b>144,125</b>	<b>144,125</b>	<b>144,125</b>
<b>RESERVE</b>	<b>12,556</b>	<b>40,000</b>	<b>40,000</b>	<b>40,000</b>	<b>40,000</b>
<b>GENERAL FUND COSTS</b>					
Health/Life Insurance	33,000	33,000	33,000	33,000	33,000
Pension	9,000	9,000	9,000	9,000	9,000
Shared Employees	9,200	9,200	9,200	9,200	9,200
Building/Liability Insurance	4,100	4,100	4,100	4,100	4,100
<b>TOTAL GEN. FUND COSTS</b>	<b>55,300</b>	<b>55,300</b>	<b>55,300</b>	<b>55,300</b>	<b>55,300</b>
<b>MARINA ENTERPRISE TOTAL</b>	<b>614,791</b>	<b>625,669</b>	<b>653,461</b>	<b>653,461</b>	<b>653,461</b>

APPENDIX D ARTICLE 5  
FY 2021 WATER SERVICES ENTERPRISE FUND BUDGET

The Water Services Enterprise Fund is intended to be self-supporting when approximately 500 users are connected to the system and using Town water. An appropriation of \$119,463 is necessary to adequately fund the Water Enterprise Fund operations. The Water Enterprise Fund will reimburse the General Fund \$5,000 for Water Enterprise expenses carried in the general operating budget such as employee salaries and benefits and the cost of shared employees.

FY 2021 Estimated Revenues	
Water use charges	115,000
Other Revenues	49,200
<u>General Fund transfer</u>	<u>119,463</u>
<u>Total Revenue</u>	<u>283,663</u>
FY 2021 Expenses	
Salaries and Wages	18,182
Operations	152,450
Debt Service	109,031
Expenses in the operating budget	5,000
<u>Total Expenses</u>	<u>283,663</u>

WATER ENTERPRISE FUND  
FISCAL YEAR 2021

APPENDIX D

	FY 2019	FY 2020	FY 2021	FY 2021	FY 2021
	Actual	Budget	Dept Head	Town Admin	Selectboard
<b>PERSONNEL</b>					
Secretary and Clerk	8,752	21,533	21,533	21,533	21,533
<b>TOTAL PERSONNEL</b>	<b>8,752</b>	<b>21,533</b>	<b>21,533</b>	<b>21,533</b>	<b>21,533</b>
<b>OPERATING EXPENSES</b>					
Utilities-Electricity	8,646	12,000	12,000	12,000	12,000
Services-Whitewater, Inc	84,352	80,642	83,500	83,500	83,500
Services-Whitewater Contingency	5,487	25,000	25,000	25,000	25,000
Services-Environmental Partners	0	4,500	0	0	0
Services-Other	12,939	5,500	17,050	17,050	17,050
Supplies	9,854	10,600	10,600	10,600	10,600
Other Charges	2,372	6,350	1,927	1,927	1,927
<b>TOTAL OPERATING EXPENSES</b>	<b>123,650</b>	<b>144,592</b>	<b>150,077</b>	<b>150,077</b>	<b>150,077</b>
<b>DEBT SERVICE</b>					
Principal & Interest	110,442	109,736	109,031	109,031	109,031
<b>TOTAL DEBT SERVICE</b>	<b>110,442</b>	<b>109,736</b>	<b>109,031</b>	<b>109,031</b>	<b>109,031</b>
<b>SHARED EMPLOYEES</b>	<b>5,000</b>	<b>5,000</b>	<b>5,000</b>	<b>5,000</b>	<b>5,000</b>
<b>WATER ENTERPRISE TOTAL</b>	<b>247,844</b>	<b>280,861</b>	<b>283,663</b>	<b>283,663</b>	<b>283,663</b>

*SALARY/WAGE LIST*

APPENDIX E

<b>POSITION</b>	<b>UNION</b>	<b>FY 2020 SALARY/WAGES</b>	<b>FY 2021 SALARY/WAGES</b>
Treasurer	C	\$70,000	\$73,000
Assessor (35 hrs)	W	\$75,952	N
Assessor's Data Collector (35 hrs)	W	\$26.45	N
Assistant DPW Director	W	\$43,366	N
Assistant Health/Conservation Agent	W	\$26.10	N
Assistant Librarian - Children's (35 hrs)	W	\$30.77	N
Assistant Librarian – Tech. Services (35 hrs)	W	\$28.68	N
Assistant Recreation Director	W	\$27.99	N
Assistant Shellfish Constable	W	\$30.91	N
Assistant Town Accountant (35 hrs)	W	\$34.08	N
Assistant Town Clerk (35 hrs)	W	\$26.02	N
Beach Canoe/Small Boat Manager	W	\$5,125	N
Call - Lieutenant/Paramedic	W	\$35.75	N
Call - EMT	W	\$17.78 – \$26.73	N
COA Office Assistant (35 hrs)	W	\$23.80	N
COA Office Manager (35 hrs)	W	\$31.70	N
COA Outreach Coordinator (35 hrs)	W	\$30.82	N
Committee Secretary (18 hrs)	W	\$25.80	N
Committee Secretary/Water Clerk (40 hrs)	W	\$22.58	N
Committee Secretary BOH (10 hrs/month)	W	\$22.58	N
Community Service Director (35 hrs)	W	\$88,858	N
DPW Administrative Assistant (40 hrs)	T	\$27.11	\$28.19
Deputy Shellfish Constable	W	\$25.15	N
Health/Conservation Agent	W	\$82,259	N
Health/Building Clerk (20 hrs)	W	\$24.43	N
Fire Department Admin Assistant (40 hrs)	W	\$28.84	N
Health/Building Admin Assistant (35hrs)	W	\$27.44	N
Inspector of Buildings (40hrs)	W	\$83,325	N
Town Clerk	C	\$71,791	N
Library Assistants (19 hrs)	W	\$18.96-\$22.49	N
Asst Library Director	W	\$31.64	N
Library Director (35 hrs)	W	\$78,898	N
Principal Clerk (35 hrs)	W	\$26.69	N
Recreation Director	W	\$69,464	N
Shellfish Constable	W	\$77,588.68	N
Town Accountant (35 hrs)	W	\$100,000	N
Town Collector	C	\$70,000	\$73,000
Assistant Treasurer	W	\$25,630.8	N
Library Outreach Coordinator (35 hrs)	W	\$23.47	N
Clerk/Dispatcher	CU	\$69,649.89	\$71,391.14
Dispatchers	CU	\$46,432.51 - \$57,735.27	\$47,593.33 - \$
DPW Building/Grounds Custodian	T	\$50,888	\$53,443
DPW Driver/Laborer I/Operator	T	\$48,557 - \$53,738	\$51,019 - \$56,408
DPW Heavy Equipment Operator	T	\$55,298 - \$59,000	\$59,070 - \$61,360
DPW Facilities Foreman	T	\$66,708	\$69,896

DPW Heavy Truck Driver/Mechanic Asst.	T	\$59,520	\$62,421
DPW Transfer Station Working Forman	T	\$63,948	\$67,546
DPW Mechanic	T	62,900.96	\$65,428
DPW Highway Foreman	T	\$63,281	\$67,372
DPW Gate Attendant	T	\$46,615	\$48,999
Harbormaster	T	\$78,143	\$82,309
Assistant Harbormaster	T	\$53,931	\$57,128
Fire Captain/Paramedic	F	\$82,186.31	\$84,033.62
Fire Lt./Paramedic	F	\$69,744.38 - \$74,711.93	\$71,139.27 - \$75,471.65
Firefighter/Paramedic	F	\$53,000 - \$67,061.91	\$54,060 - \$68,403.15
Elementary School Teachers P/T & F/T	S	\$32,945 - 97,134	N
Elementary School - Secretary to Principal	S	\$61,633	N
Elementary School - Librarian 40%	S	\$31,112	N
Elementary School Custodians	S	\$37,366 - \$60,212	N
Elementary School Nurse	S	\$90,033	N
Elementary School Education Assistant	S	\$7,623 - 42,476	N
Elementary School Secretary	S	\$37,572	N
Elementary School Cafeteria	S	\$13367 - 32,888	N
Town Administrator	C	\$140,000	\$142,800
Assistant Town Administrator	C	\$95,000	N
Executive Assistant to the Town Administrator	C	\$56,990	N
DPW Director	C	\$115,734	\$117,470
Elementary School Principal <i>includes long./mileage</i>	C	\$121,821	N
Fire Chief	C	\$120,020	\$122,720
Police Chief	C	\$137,536	\$141,663
Police Lieutenant	C	\$122,369	N
Wellfleet After School Child Care	S	\$7896 - \$16,740	N
Town Treasurer /Collector	C	\$77,338	N
Police Officer	P	\$58,369 - \$94,778	N
Police Sergeant	P	\$77,084 - 91,098	\$80,987 - 94,778
COA Van Drivers	PB	\$16.00/HR	N
COA Exercise Instructor	PB	\$24.80/HR	N
COA Cook	PB	\$24.00/HR	N
CPC Coordinator (9hrs/wk)	PB	\$29.50/HR	N
Police Matron	PB	\$16.53 - 22.73/HR	N
Relief Dispatcher	PB	\$15.70 - 16.01N	N
Special Police Officer	PB	\$15.15 - 20.00/HR	N
School Crossing Guard	PB	\$32.31	\$32.31
Electrical, Plumbing/Gas & Alternate Inspector	\$25/HR	\$38 /Inspection	\$38/inspection

C = Contract

CU = Communicators Union

E = Elected

T = Teamsters Union

W = Wellfleet Employees Association

N = Ongoing contract negotiations

P = Police Federation

PB = Personnel Board

S = School Union

F = Firefighters Union

PRSR STD  
U.S. POSTAGE  
**P A I D**  
CCP & DF, MA  
PERMIT NO. 15





## SELECTBOARD

AGENDA ACTION REQUEST  
Meeting Date: July 14, 2020

# IV

### BUSINESS – H

<b>REQUESTED BY:</b>	<b>Town Administrator</b>
<b>DESIRED ACTION:</b>	<b>Approval of Lease for Cahoon Hollow Parking Lot</b>
<b>PROPOSED MOTION:</b>	<b>I move to approve the lease for the Cahoon Hollow Parking Lot and authorize the Town Administrator to sign it.</b>
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____



## PARKING LEASE

THIS PARKING LEASE (this "Lease") is made as of July 14, 2020, by and between the Town of Wellfleet, a Massachusetts municipal corporation, with an address of 300 Main Street, Wellfleet, Massachusetts 02667 ("Landlord"), and Beachside Management, LLC, a Massachusetts limited liability company, with an address of 1120 Cahoon Hollow Road, Wellfleet, Massachusetts 02667 ("Tenant").

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

WHEREAS, Landlord issued a Request for Proposals seeking proposals for the lease of the Lot for the contracted season, or approximately May 1, 2020 through November 1, 2020, upon payment of a lump sum fee for the exclusive rights to operate the Lot; and

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

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

1. Premises

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

2. Term

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

3. Rent

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

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

4. Use of Premises

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

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

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

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

4.5. At all times during the Term, Tenant shall maintain a turnaround for use by emergency vehicles. The size and location of the turnaround shall be approved by the Fire Chief and Police Chief prior to the commencement of operations. In the event Tenant desires to alter the location of the turnaround, Tenant must notify the Fire Chief and Police Chief, who must approve any such alteration. Failure to maintain the turnaround for emergency vehicles shall constitute an automatic breach of this Lease.

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

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

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

## 5. Condition of the Lot

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

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

## 6. Landlord's Obligations

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

7. Indemnification

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

8. Insurance

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

9. Casualty: Taking

If a substantial part of the Lot is damaged by fire or other casualty, or is taken by any entity by right of eminent domain, then Landlord and Tenant shall have the right to terminate this Lease by providing the other with written notice thereof. Any such termination shall be effective thirty (30) days after the date of notice thereof. For the purposes of this Section, "substantial part" shall be defined as that portion of the Lot

which if damaged or taken by eminent domain would materially affect the use of the Lot for the permitted purposes. In the event of a taking by eminent domain, Landlord shall have, and hereby reserves and excepts, and Tenant hereby grants and assigns to Landlord, all rights to recover for damages to the Lot and the leasehold interest hereby created, and to compensation accrued or hereafter to accrue by reason of such taking or damage. Tenant covenants to deliver such further assignments and assurances thereof as Landlord may from time to time request, hereby irrevocably designating and appointing Landlord as its attorney-in-fact to execute and deliver in Tenant's name and behalf all such further assignments thereof.

10. Event of Default; Landlord's Remedies

In the event that:

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

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

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

11. Miscellaneous

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

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

Landlord

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

Tenant

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

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

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

11.5. As a material inducement for Landlord and Tenant to enter into this Lease, both Landlord and Tenant acknowledge and agree that this shall be construed as though the covenants herein between Landlord and Tenant are completely independent and not dependent and Tenant hereby expressly waives the benefit of any currently existing or hereinafter enacted statute or caselaw to the contrary and agrees that if Landlord fails to



perform its obligations set forth herein, Tenant shall not be entitled to make any repairs or perform any acts hereunder at Landlord's expense or to any setoff of the Rent or other amounts owing hereunder against Landlord or terminate this Lease as a result of Landlord's failure to perform or refraining from performing any covenant or obligation of Landlord hereunder.

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

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

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

[Remainder of Page Left Intentionally Blank]

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

TOWN OF WELLFLEET,  
By Its Town Administrator

BEACHSIDE MANAGEMENT, LLC

\_\_\_\_\_  
Daniel R. Hoort

By: \_\_\_\_\_  
Todd E. Le Bart, Manager

As authorized by the Wellfleet Selectboard  
at a duly posted meeting held on Tuesday,  
July 14, 2020



# SELECTBOARD

AGENDA ACTION REQUEST  
Meeting Date: July 14, 2020

VII

## SELECTBOARD REPORTS

<b>Reported by:</b>	<b>Topic:</b>



## SELECTBOARD

AGENDA ACTION REQUEST  
Meeting Date: July 14, 2020

VIII

# TOWN ADMINISTRATOR'S REPORT

To: Board of Selectmen  
From: Dan Hoort, Town Administrator  
Subject: Town Administrator's Report  
Date: July 10, 2020

This report is for the period June 20, 2020 through July 10, 2020.

1. General

- Portable Toilets Contract signed.
- Town buildings remain closed as precaution to the COVID-19 virus. Town staff is available by appointment.
- Following Governor Baker's directive staff has been directed to continue to work from home whenever possible.
- Staff members sharing an office alternate their time in the office

2. Fiscal Matters

- Monitoring events as they relate to finances.

3. Meetings – All meetings are via conference call

- June 23 – Selectboard meeting
- June 23 - Selectboard/Emergency Management Team (EMT)
- July 1 – Comcast negotiation for contract renewal
- July 1 – Herring River meeting regarding High Toss Road
- July 7 – Selectboard meeting to execute portable restrooms contract
- July 7 – Meeting with new Selectboard member to review budget

4. Complaints.

- None, other than usual

5. Personnel Matters:

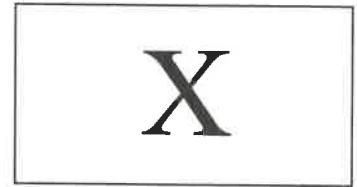
- Open position – Assistant Town Collector/Treasurer.





## SELECTBOARD

AGENDA ACTION REQUEST  
Meeting Date: July 14, 2020



# CORRESPONDENCE AND VACANCY REPORTS

*Friday, June 19, 2020 – Friday, July 10, 2020*

**Letters (emails):**

6/19	Jeanne Maclauchlan	ABCC
6/20	Dan Hoort	TA Contract for Maria Broadbent
6/20	Edward Goldman	Hole in road
6/21	Ryan Curley	Meals Tax
6/22	David Thompson & Jane Turano-Thompson	Town Pier Walk Concerns
6/22	Dave Delcegno	Town Restrictions
6/22	Hannah Chanatry	Confirmation for WBUR News - Maguire Landing, residents only
6/22	Carol Magher	For Mr. DeVasto: beach drop off concern
6/24	Janet Reinhart	Seasonal Taxpayer Meeting
6/24	Dan Hoort	FW: Maria Broadbent Contract
6/24	Nancy Civetta	Shellfish Crier: Hats in the Cove, cultching and SAB meeting
6/24	Courtney Butler	FW: MSA Economic Recovery Webinar Follow Up & Evaluation
6/25	Mike Trovato	Broadbent Contract
6/25	Lilli Green	Fwd.: Fw: For Immediate Release: License Plate Grant Funds Available for COVID-19 Recovery and Resiliency Projects
6/26	Dan Hoort	Town meeting update
6/26	Joan Zukas	Masks
6/26	Julie Wilson	Face masks
6/26	Michele Olem	Commercial Limited Access Menhaden Fishery Trip
6/27	MA Division of Marine Fisheries	Limit Reduced to 25,000 Pounds
6/29	Dan Hoort	Fwd.: March for Black Lives
6/29	Lilli Green	Fwd.: Fw: For Immediate Release: Cape Cod Commission receives major investment to support the regional community
6/29	Eva Murray	Notice of Remote MEPA Consultation Session: EEA #16235 Pleasant Point Marine Bulkhead Replacement Project- WELLFLEET
6/29	MMA	Register for 3rd MSA Leadership Conference Webinar July 15
6/30	Zack Dixon	SAB May Minutes
6/30	Hillary Lemos	Updated Travel Guidance



## SELECTBOARD

### AGENDA ACTION REQUEST

Meeting Date: July 14, 2020

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7/1	Helen Miranda Wilson	Land Transfers for Road Encroachment
7/1	Michael DeVasto	Meeting 7/7/20
7/1	Dan Hoort	FY 2021 budget update
7/1	Dan Hoort	NRHS BC Meeting Agenda and Link
7/1	Jude Ahern	OML 2020-75 Wellfleet Planning Board.pdf
7/1	Dawn Book	Email address for the Chair
7/2	Lilli Green	Assembly of Delegates Journal
7/3	Dan Hoort	update
7/6	Mike DeVasto	Portable restrooms
7/6	Dan Hoort	ATM warrant as of 07.01.2020
7/6	Griffin Colopy	Wedding on Beach License
7/6	Judith Cumber	Masks
7/7	Alice Iacuesa	Resignation from Marina Advisory Committee
7/7	Martha Field	Cahoon Hollow and Funk Bus
6/26	Anne and Evelyn Yudowitz	Transfer/Beach Stickers
7/9	Ryan Curley	Town website is down
7/10	Helen Miranda Wilson/Barbara Brennessel	Fwd: Pandemic issues this weekend
7/10	Dan Hoort	FW: revised final
7/10	MA Division of Marine Fisheries	Notice of Virtual Public Hearing: Closure of Cape Cod Canal to Commercial Striped Bass Fishing

#### **Federal State Local:**

7/7	Secretary of the Interior	PILT program
7/7	MA Department of Elementary and Secondary Education	Interim 1/12 <sup>th</sup> budget for FY21

#### **Board & Committee Minutes:**

6/19	Chris Bates	Notice of (ZBA) Decision – Cape Cod Cannabis
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#### **Notices:**

7/1	J.C. Ellis Design Company, Inc.	Request for Determination of Applicability – 36 Wigwam Street
6/15	Cape Cod Engineering, Inc.	Environmental Notification Form – 170, 174, 180 & 186 Pleasant Point Road



# SELECTBOARD

## AGENDA ACTION REQUEST

Meeting Date: July 14, 2020

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Date: July 9, 2020  
To: Board of Selectmen  
From: Jeanne Maclauchlan  
Re: Vacancies on Town Boards

### **Board of Health (5 members, 2 alternates)**

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

Requesting Appointment: No applications on file

### **Board of Water Commissioners**

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

Requesting Appointment: No applications on file

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

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

Requesting Appointment: No applications on file

### **Bylaw Committee (3 Members)**

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

Requesting Appointment: No applications on file

### **Cable Advisory Committee (5 members)**

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

Requesting Appointment: No applications on file

### **Commission on Disabilities (up to 7 Members)**

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

Requesting Appointment: No applications on file

### **Conservation Commission (7 Members + 2 alternates)**

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

Requesting Appointment: No applications on file

### **Council on Aging (11 Members)**

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

Requesting Appointment: No application on file





# SELECTBOARD

## AGENDA ACTION REQUEST

Meeting Date: July 14, 2020

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### **Cultural Council** (no more than 15 Members)

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

### **Finance Committee** (9 members, 2 alternate)

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

### **Marina Advisory Committee** (7 Members, 2 Alternates)

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

### **Personnel Board** (4 members + TA + FinCom Rep)

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

### **Planning Board** (7 members + 2 alternates)

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

### **Recycling Committee** (7 members)

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

### **Shellfish Advisory Board** (7 members + 2 Alternates)

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

### **Zoning Board of Appeals** (5 members + 4 Alternates)

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





# SELECTBOARD

AGENDA ACTION REQUEST

Meeting Date: July 14, 2020

# XI

## MINUTES

<b>REQUESTED BY:</b>	<b>Executive Assistant</b>
<b>DESIRED ACTION:</b>	<b>Approval of meeting minutes</b>
<b>PROPOSED MOTION:</b>	<b>I move to approve the minutes of June 23, 2020, in draft, as printed.</b>  <b>I move to approve the minutes of July 7, 2020, in draft, as printed.</b>
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):
<b>VOTED:</b>	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, June 23, 2020 at 7pm  
Zoom Virtual Meeting**

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

**Also Present:** Town Administrator Dan Hoort; Executive Assistant Courtney Butler; **Police Chief Michael Hurley**

Chair Reinhart called the meeting to order at 7:00 p.m. This meeting was held via Zoom and the recording is available on the Town website.

**REORGANIZATION OF THE SELECTBOARD**

Reinhart nominated Michael DeVasto for Chair; Wilson nominated herself.

- Reinhart moved to appoint Michael DeVasto as Chair of the Board for the next year.
- Wilson seconded and the motion carried 4-0, with Curley abstained.
  
- DeVasto moved to appoint Janet Reinhart as Vice Chair of the Board for the next year.
- Wilson seconded and the motion carried 4-0, with Curley abstained.
  
- Reinhart moved to appoint Ryan Curley as Clerk of the Board for the next year.
- Wilson seconded and the motion carried 4-0, with Curley abstained.

Congratulations to our new officers!

**ANNOUNCEMENTS, OPEN SESSION AND PUBLIC COMMENT**

- Reinhart shared that Richmond Bell passed away on June 14 and shared many accolades in his memory.
- Chief Hurley asked everyone to be patient with the traffic and police who are working to dilute it, particularly in the area of Ocean View Drive.
- Chief Hurley also reminded everyone that fireworks are illegal.

**DISCUSSION OF COVID-19; UPDATES AND RECOMMENDATIONS**

Reinhart asked for a recap of the 10AM call of the Emergency Management Team; Chief Hurley said that it was decided that the meetings will now take place on the 3<sup>rd</sup> Tuesday, and the next meeting is on July 21.

DeVasto said that indoor seating has been allowed in restaurants, and that he was surprised by this. DeVasto thanked the restaurant owners for providing their services and asked everyone to be patient with them. DeVasto noted the Board’s June 16<sup>th</sup> vote to permit Maguire Landing to resident/non-resident taxpayers only.

Audience member Lilli-Ann Green, the Wellfleet Representative to the Barnstable County Assembly of Delegates spoke of resources available through the County and State.

**BOARD/COMMITTEE APPOINTMENTS AND UPDATES**

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

***Annual Reappointment of Members***

Wilson asked that all reappointments be provided the State Ethics and Open Meeting Law Training; Butler said the Town Clerk will handle it.

- Wilson moved to reappoint the Committee and Board members as listed on the Reappointments List from the Principal Clerk to the respective committees and boards as listed for terms as listed.
- DeVasto seconded and the motion carried 5-0.

***Committee Update - Energy and Climate Action Committee***

Dick Elkin presented the update along with Suzanne Ryan. Ryan said that in 2020, the Committee applied for 2 grants – the Green Energies Community Grant and the Municipal Vulnerability Programs – which are now being reviewed. Elkin discussed the goal to reduce Green House Gas Emissions in relation to the new Nauset Regional High School. There was further discussion.

Curley asked to have a member of the Nauset Regional School Building Committee present at a future meeting.

- Wilson moved to have the Energy and Climate Action Committee send the memorandum, as presented in the packet for this meeting, to be drafted as a letter to the Nauset Regional School Building Committee, with acknowledgement of the Board’s support.
- Carlson second, and the motion carried

David Mead-Fox presented an overview of the proposed Net-Zero Action on the Outer Cape plan, which was presented in this packet and is available as public record. This plan suggests forming a Net-Zero Task Force which would be composed of town officials, stakeholders, and advocates.

Wilson asked why the solar panel at the Landfill is not turned on; Mead-Fox said there was a hold up in land court.

**BUSINESS**

***Discussion of Town Administrator Hoort’s Last Day***

Hoort said that he would like to push his retirement date back to July 31. He said that Maria Broadbent would not start until September 1 and that he’d be available as a resource to Town staff in the interim. The Board was amendable to the July 31 date.

- DeVasto moved to extend Dan Hoort’s contract until the 31<sup>st</sup> of July.
- Wilson seconded, and the motion carried 5-0.

***Discussion of COVID-19 Effect on Town Budget***

Hoort said this is a very hard conversation to have. He said he has looked at using Free Cash or the Stabilization Fund to cover exorbitant expenses, but none of the ones he has thought of is a great solution. Hoort said there could be a deficit of \$1 Million. There was further discussion.

DeVasto said there was \$1.2 Million in the Stabilization Fund and \$833,000 in Free Cash; he said that if this wasn’t an emergency, then he did not know what was. He agreed with Hoort that budget cuts seems premature. Wilson said that the OPEB (other postemployment benefits) not be touched. She suggested asking Union employee members to see if they have any ideas for proposals that do not include furlough.

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

Reinhart said a good place to start would be with the Finance Committee, who is meeting tomorrow. She suggested discussing this again on July 8. There was further discussion. Curley asked how much the portable toilets were going to cost this year; Hoort said about \$250,000 and that last year, it was \$42,000. With respect to pay cuts, Curley said that he did not feel comfortable cutting staff salaries without cutting the Board’s small pay too. Wilson said the Board needs to keep meeting on the budget and asked it to be recurring as an agenda item.

DeVasto asked about the CARES Act Funds; Hoort said the Town has already been reimbursed once and that cleaning and maintenance of portable toilets is also covered under these funds.

***Approval of July 2020 Budget by Selectboard***

Hoort said that he asked the Department Heads to produce budgets for July – September and those will need to be approved by the Board. He then presented the proposed July 2020 budget at a total of \$3,518,822.

- Carlson moved to approve the July 2020 budget as presented by the Town Administrator in the amount of \$3,518,822.
- Wilson seconded and the motion carried 5-0.
  
- Wilson moved to approve the July 2020 Enterprise Fund Budget in the amount of \$61,5000 and the Water Enterprise Fund in the amount of \$28,6000, as presented by the Town Administrator, per Section 5 of An Act to Address Challenges Faced by Municipalities and State Authorities Resulting from COVID-19, Chapter 53 of the Acts of 2020.
- Reinhart seconded and the motion carried 5-0.

***Approval of Contract for New TA Maria Broadbent***

There was no discussion.

- Reinhart moved to approve a three-year contract with Maria Broadbent to serve as the new Wellfleet Town Administrator, as amended.
- Wilson seconded and the motion carried 5-0.

**SELECTBOARD REPORTS**

- Carlson: attended the Cape Cod Water Protection Collaborative meeting
- Wilson: attended an MMA webinar
- Wilson : attended the COVID Community Needs Task Force meeting

**TOWN ADMINISTRATOR’S REPORT**

This report is for the period June 6, 2020 through June 19, 2020.

**1. General**

- Portable Toilets RFP are due June 24<sup>th</sup>.
- Working on final town meeting warrant for approval by the Selectboard over the summer.
- Town buildings remain closed as precaution to the COVID-19 virus. Town staff is available by appointment.
- Following Governor Baker’s directive staff has been directed to continue to work from home whenever possible.
- Staff members sharing an office alternate their time in the office

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

2. Fiscal Matters
  - FY 21 budget and CIP requests are under review. FY 20 budget will be used until FY 21 budget is approved.
3. Meetings – All meetings are via conference call
  - June 8 – Selectboard meeting
  - June 9 - Selectboard/Emergency Management Team (EMT)
  - June 9 – Selectboard regular meeting
  - June 10 – Wellfleet Chamber of Commerce
  - June 10 – Board of Health meeting
  - June 10 – Selectboard executive session
  - June 11 – Emergency Management Team meeting
  - June 11 – Cape Cod Commission – Herring River DRI hearing
  - June 17 – Finance Committee chair
  - June 19 – Selectboard Chairs and Town Administrator’s meeting
4. Complaints.
  - None, other than usual
5. Personnel Matters:
  - Open position – Assistant Town Collector/Treasurer.

**TOPICS FOR FUTURE DISCUSSION**

- Curley: NRSB member present plans for school and energy usage plans
- Curley: address response rate to the Census
- Curley: Bike path
- Reinhart: COVID-19 budget
- Wilson: designation of member to sign the Warrants
- DeVasto: Health Agent update with regard to restaurant seating

**CORRESPONDENCE AND VACANCY REPORTS**

There were no comments.

**MINUTES**

Wilson said, speaking in regard to her tradition of reviewing and amending minutes, said that the minutes can be approved as a draft and that she will not be reviewing them in the future. She did not review any of the minutes provided to her for tonight and that there was an audio recording of these all as well.

- Reinhart moved to approve the minutes of May 26, June 2, June 4, June 8, June 9, and June 16, 2020 as drafts and release them.
- Carlson seconded, and the motion carried 3-1-1 with Wilson opposed and Curley abstained.

**ADJOURNMENT**

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

The meeting adjourned at 9:12pm.

Respectfully submitted,



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

Courtney Butler,  
Secretary

Public Records Documents available as of 6/23/2020:

1. List of Board and Committee members for reappointment
2. Memo from the Energy and Climate Action Committee, re: Net-Zero Construction at Nauset Regional High School
3. Memo from the Energy and Climate Action Committee, re: Draft Net-Zero Action on the Outer Cape
4. Memo from Dan Hoort, re: Plan for Addressing Financial Impact of COVID-19 virus
5. Town Administrator’s Report
6. Correspondence report
7. Draft minutes of the May 26, June 2, June 4, June 8, June 9, and June 16, 2020 \



**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, July 7, 2020 at 11am  
Zoom Virtual Meeting**

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

**Also Present:** Town Administrator Dan Hoort; Assistant Town Administrator Mike Trovato; Executive Assistant Courtney Butler; Beach Administrator Suzanne Thomas

Chair DeVasto called the meeting to order at 11:05 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 public comments.

**REVIEW & APPROVAL OF M.A FRAZIER CONTRACT FOR PORTABLE RESTROOMS**

DeVasto asked the members of the Board if they had any questions; Wilson asked Hoort why the contract ended in March 2021. Hoort said the start of the season is considered April, so the contract runs per season. Wilson asked the cost of paying an outside service to clean the public restrooms after the season is over; Thomas said there is a schedule of portable toilets and the only one after Labor Day are at Bakers Field, Power’s Landing, and previously one at the Elementary School. Thomas said that most of the cost is incurred in July and August, and it is a per unit, per day cost. Hoort said there is a strong likelihood the Town could be reimbursed for the extra expenses, during COVID.

DeVasto said this was a Request for Proposal (RFP) and the current facilities are very old, and not well ventilated. Curley asked about restrooms being placed in areas where there are pre-existing bathrooms in good condition; he asked if any of the beaches or other locations require portable bathrooms beyond Sept. 7. Hoort, in response to the use of portable vs. standing restrooms, said that this recommendation came from the State, but very late in the game. He said the Town could not change gears. Thomas said that traditionally the DPW leaves bathrooms open until Columbus Day Weekend, and since the State’s guidance has changed, they will remove portable toilets on Sept. 7 and leave the standing bathrooms open until Columbus Day. She noted that there will be more stringent cleaning guidelines in place at that time.

Carlson was in favor of the contract and said it was important, since it is already July 7, to sign the contract. Reinhart did not have any further comments but that she was told by someone how clean the facilities at Duck Harbor were. Wilson clarified that this bid, with M.A.Frazier, was the lowest and best bid; Hoort said yes, there was one other bid which was higher.

- Reinhart moved to accept and approve the contract for M.A. Frazier, for the portable toilets, for the dates listed in the contract.
- Wilson seconded, and the motion carried 5-0.
  
- Wilson moved to authorize the Town Administrator to sign the contract with M.A. Frazier, Ent., Inc.
- DeVasto 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.**

**ADJOURNMENT**

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

The meeting adjourned at 11:30am.

Respectfully submitted,

Courtney Butler,  
Secretary

Public Records Documents available as of 7/7/2020:

1. 2020-2021 Portable Restroom Contract between the Town of Wellfleet and M.A. Frazier, Ent., Inc.



## SELECTBOARD

AGENDA ACTION REQUEST

Meeting Date: July 14, 2020

# XII

## ADJOURNMENT

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

