



## Wellfleet Selectboard

**Note: Start Time of 7pm**

The Wellfleet Selectboard will hold a public meeting on **Tuesday, May 28, 2019, at 7:00 p.m. at the Wellfleet Senior Center, 715 Old Kings Highway, Wellfleet, MA 02667**. *It is anticipated that the meeting will be recorded by the Town. Anyone else desiring to record the meeting may do so only after notifying the chair and may not interfere with the conduct of the meeting in doing so.*

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

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

**II. Public Hearing(s)**

- A. Approval of new GPS point #5 to correct inaccuracy in current Shellfishing Policy and Regulations, Appendices B and C. [Shellfish Constable]
- B. Approval of updating of Appendix B Latitude and Longitude Coordinates from degrees (obsolete) to today's standard of decimals. [Shellfish Constable]

**III. Appointments/Reappointments**

- A. **Special Police Officers** [Chief Fisette]
- B. **Energy Committee** – Suzanne Ryan-Ishkanian
- C. **Recycling Committee** – Christine Wisniewski

**IV. Use of Town Property**

- A. **Indian Neck Beach, September 7 from 5-6pm** – Daniel Burns
- B. **Baker Field, August 5-9, 12-16 from 1-3pm and August 19-23 from 9am-12pm** – Neal Nichols
- C. **Various locations and times** – Wellfleet SPAT
- D. **Mayo Beach, June 29 from 2:30-3:30** – Kathleen Marucci
- E. **Various locations, May 1-November 1** – Fun Seekers
- F. **White Crest, June 1-Labor Day** – Sacred Surf School
- G. **Baker Field, July 13 from 12-3pm** – Pamela Berrio
- H. **Mayo Beach, September 21 from 1-5pm** – Walter Baron

**V. Business**

- A. Mass. Shellfish Officers Assn. presentation of Deputy Constables of the Year award to Asst. Constable for propagation Johnny Mankevetch and Deputy Constable Chris Manulla
- B. Review and discussion about shellfish nursery upweller analysis report [Shellfish Constable]
- C. Acceptance of SPAT Grant award to Wellfleet Shellfish Department in the amount of \$17,700 [Shellfish Constable]
- D. Discussion of Selectmen's Policy on Marijuana Dispensaries [Chair]
- E. Discussion of HDYLTA Trust [Chair]
- F. Marijuana Host Community Agreement for The Old Bank [Zachary Ment]
- G. Change charge, committee size of Dredging Task Force [Chair]
- H. Change committee size of Parking Task Force [Denny O'Connell]
- I. Appointment of Jay Norton as alternate to the Joint Transportation Commission [DPW Director]
- J. Joint representation for Town and Housing Authority [TA]
- K. Personnel Contracts and MOU Approvals [TA]

- 1) Communications Union
- 2) Police Chief
- 3) Police Lieutenant
- VI. Selectboard Reports**
- VII. Town Administrator's Report**
- VIII. Topics for Future Discussion**
- IX. Correspondence and Vacancy Report**
- X. Minutes**
  - A. March 26, 2019
  - B. May 14, 2019
- XI. Adjournment**



## BOARD OF SELECTMEN

AGENDA ACTION REQUEST  
Meeting Date: April 9, 2019

II

### PUBLIC HEARINGS – A

<b>REQUESTED BY:</b>	Principal Clerk
<b>DESIRED ACTION:</b>	Approval of new GPS point #5 to correct inaccuracy in current Shellfishing Policy and Regulations, Appendices B and C
<b>PROPOSED MOTION:</b>	I move to approve new GPS point #5 to correct inaccuracy in current Shellfishing Policy and Regulations, Appendices B and C.
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____





## BOARD OF SELECTMEN

AGENDA ACTION REQUEST  
Meeting Date: May 28, 2019

II

### PUBLIC HEARINGS – B

<b>REQUESTED BY:</b>	Principal Clerk
<b>DESIRED ACTION:</b>	Approval of updating of Appendix B Latitude and Longitude Coordinates from degrees (obsolete) to today's standard of decimals
<b>PROPOSED MOTION:</b>	I move to approve updating Appendix B Latitude and Longitude Coordinates from degrees (obsolete) to today's standard of decimals.
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____



TOWN OF WELLFLEET  
PUBLIC HEARING

In accordance with MGL Chapter 130 Sections 52, 57, 58, 60, and 68 and all applicable Town Shellfish Regulations, notice is hereby given that the Wellfleet Board of Selectmen will hold a public hearing on Tuesday, May 28, 2019 at 7:00 p.m. in the Wellfleet Council on Aging to consider the following:

- Approve new GPS point #5 to correct inaccuracy in current Shellfishing Policy and Regulations, Appendices B and C.
- Approval of updating of Appendix B Latitude and Longitude Coordinates from degrees (obsolete) to today's standard of decimals

Recommendation of the Shellfish Constable will be available in the Administration Office.

WELLFLEET BOARD OF SELECTMEN







# Wellfleet Shellfish Department



300 Main Street, Wellfleet, Massachusetts 02667

## MEMORANDUM

DATE: May 7, 2019

TO: Town of Wellfleet Selectboard Members

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

Dear Selectboard Members:

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

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

Please see revisions attached.

Thank you,

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

Nancy Civetta  
Shellfish Constable

[wellfleet-ma.gov/shellfish-department](http://wellfleet-ma.gov/shellfish-department)

Phone (508) 349-0325

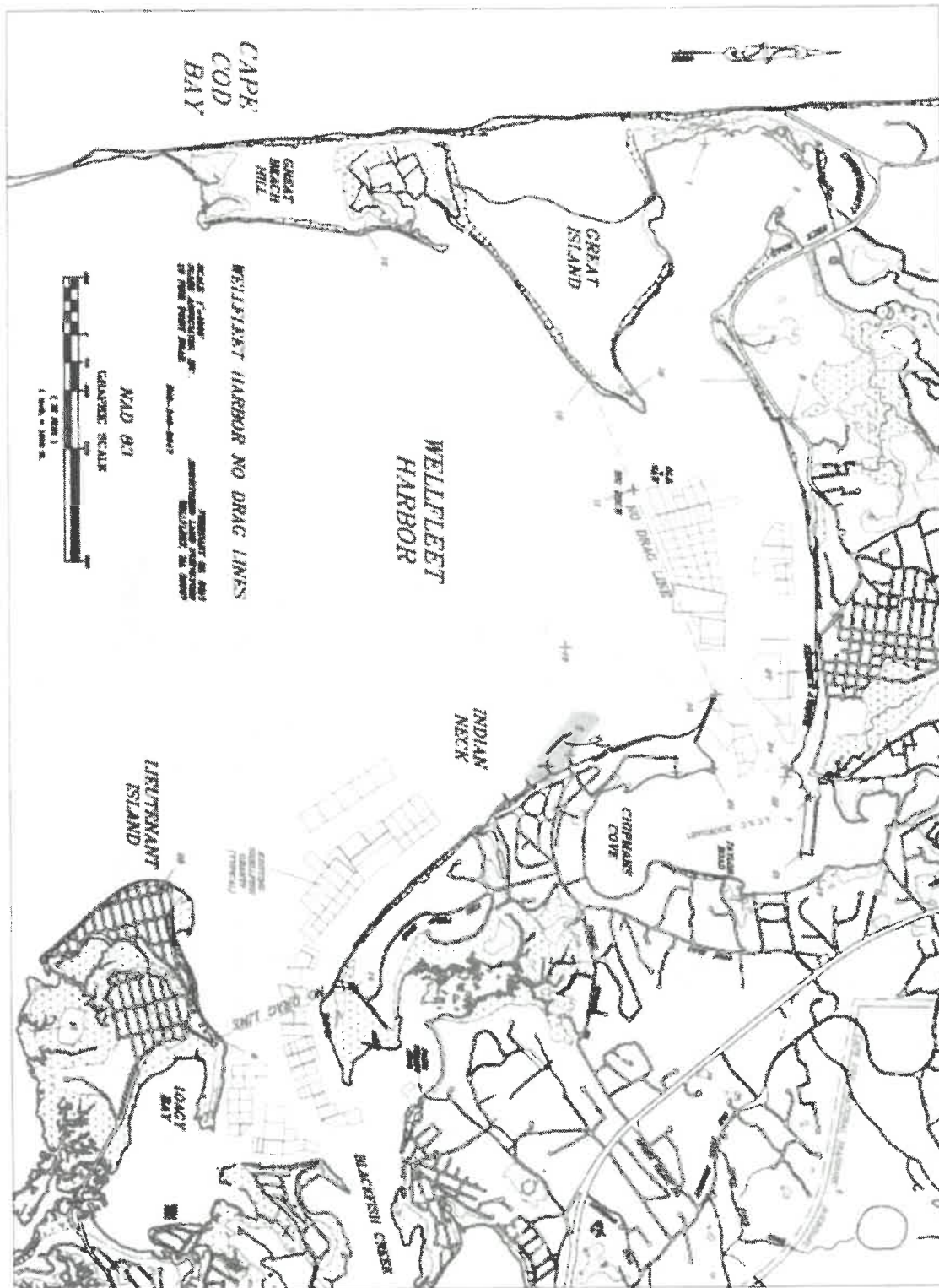


Fax (508) 349-0305

# APPENDIX B

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

APPENDIX C: Wellfleet Harbor/No Drag Lines



ALL REVISED TO DECIMAL SYSTEM  
APPENDIX B

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



## BOARD OF SELECTMEN

AGENDA ACTION REQUEST

Meeting Date: May 28, 2019

# III

### APPOINTMENTS/REAPPOINTMENTS - A

<b>REQUESTED BY:</b>	Police Chief
<b>DESIRED ACTION:</b>	Appointment/Reappointment of Special Police Officers
<b>PROPOSED MOTION:</b>	<p><b>I move to approve the reappointments of full-time police officers</b></p> <ul style="list-style-type: none"><li>• Laecio De Oliveira</li><li>• Mark Braun</li><li>• Nicholas Daley</li><li>• Edward Garneau</li><li>• Jeremiah Valli</li><li>• Robert Pimentel</li></ul> <p>for a term beginning July 1, 2019 and ending June 30, 2020</p> <p><b>I move to approve the appointment/reappointments of special police officers</b></p> <ul style="list-style-type: none"><li>• Leslie Reynolds</li><li>• W. Russell Hughes</li><li>• Seth DiGiacomo</li><li>• Christopher Hartsgrove</li><li>• Eric Trudeau</li><li>• Kristy Pressey</li><li>• Christopher Anderson</li><li>• Meghan Farrell</li><li>• Ryan Wright</li></ul> <p>for a term beginning July 1, 2019 and ending June 30, 2020</p> <ul style="list-style-type: none"><li>• I move to approve the reappointment of special police officers Scott Higgins</li><li>• Marc Spigel</li><li>• Desmond Keogh</li><li>• John Szucs</li></ul> <p>for a term beginning July 1, 2019 and ending June 30, 2020.</p> <p><b>I move to approve the appointment of Community Service Officer, Evangeline Cakounes, for a term beginning July 1, 2019 and ending June 30, 2020.</b></p>
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s): _____
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____



Town of Wellfleet  
Police Department

May 15, 2019

To: Board of Selectmen  
From: Chief Ronald L. Fisette

Subject: SPECIAL POLICE OFFICERS APPOINTMENT / REAPPOINTMENT

Due to the large portion of Wellfleet being part of the National Park it is common for law enforcement personnel of the National Park Service assist us in different law enforcement ventures. This provides us the opportunity for co-jurisdiction and a valuable resource that has flourished over the past twenty plus years.

I request the following individuals be appointed / reappointed as a Special Police Officer:

Appointment Period:                      July 1, 2019 through June 30, 2020

Leslie Reynolds	Christopher Hartsgrove	Christopher Anderson
W. Russell Hughes	Eric Trudeau	Meghan Farrell
Seth DiGiacomo	Kristy Pressey	Ryan Wright

Respectfully submitted for your information and consideration.



Ronald L. Fisette,  
Chief of Police

cc: Dan Hoort, Town Administrator  
Jennifer Congel, Assistant Town Clerk

Town of Wellfleet  
Police Department

May 10, 2018

To: Board of Selectmen  
From: Chief Ronald L. Fisette

Subject: FULL TIME POLICE OFFICERS REAPPOINTMENT

Full time police officers require annual appointments for the first 5 years of their career, and thereafter they are tenured and require no further appointments.

I request the following individuals be reappointed as a Full Time Police Officer:

Appointment Period: July 1, 2019 through June 30, 2020

<u>Officer:</u>	<u>Initial Appointment</u>
Laecio De Oliveira	8/26/2015
Mark Braun	4/04/2016
Nicholas Daley	10/19/2017
Edward Gameau	12/04/2017
Jeremiah Valli	3/26/2018
Robert Pimentel	2/25/2019

Respectfully submitted for your information and consideration.



Ronald L. Fisette,  
Chief of Police

cc: Dan Hoort, Town Administrator  
Jennifer Congel, Assistant Town Clerk



Town of Wellfleet  
Police Department

May 15, 2019

To: Board of Selectmen  
From: Chief Ronald L. Fisette

Subject: SPECIAL POLICE OFFICERS REAPPOINTMENT

I request the following individuals be reappointed as a Special Police Officer:

Appointment Period: July 1, 2018 through June 30, 2019

Scott Higgins

Marc Spigel

Desmond Keogh

John Szucs

Respectfully submitted for your information and consideration.



Ronald L. Fisette,  
Chief of Police

cc: Dan Hoort, Town Administrator  
Jennifer Congel, Assistant Town Clerk

Town of Wellfleet  
Police Department

May 15, 2019

To: Town Administrator Dan Hoort, (Parking Clerk)  
From: Chief Ronald L. Fisette

Subject: COMMUNITY SERVICE OFFICER APPOINTMENT

I request the following individuals be appointed as a Community Service Officer and be authorized to write parking tickets:

Appointment Period:            July 01, 2019 through June 30, 2020

Evangeline Cakounes

Respectfully submitted for your information and consideration.



Ronald L. Fisette,  
Chief of Police



## BOARD OF SELECTMEN

AGENDA ACTION REQUEST  
Meeting Date: May 28, 2019



### APPOINTMENTS/REAPPOINTMENTS - B

<b>REQUESTED BY:</b>	<b>Principal Clerk</b>
<b>DESIRED ACTION:</b>	<b>Appointment of Suzanne Ryan-Ishkanian to the Energy and Climate Action Committee</b>
<b>PROPOSED MOTION:</b>	<b>I move to appoint Suzanne Ryan-Ishkanian to the Energy and Climate Action Committee for a 3-year term.</b>
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____

The charge of the Wellfleet Energy and Climate Change Committee is to reduce the community's contribution to climate change, with a focus on ensuring our energy infrastructure is cleaner, leaner, and more resilient, and to prepare, coordinate and execute mitigation actions and adaptation strategies that anticipate and respond to the effects of climate change. This will include:

- Establishment of energy and emissions inventories for the Town and the setting of goals for energy and emissions reductions.
- Assessment of the scope for energy conservation and for renewable energy use in Town buildings and by Town transport.
- Recommendation of feasible projects for energy conservation and for renewable energy use.
- Review of Town by-laws to promote energy conservation and renewable energy use
- Educational outreach for Wellfleet citizens
- Formulate and advance mitigation and adaptation strategies as outlined in the 2018 Wellfleet Comprehensive Plan Section 10 on Climate Change Mitigation and Adaptation Strategies.  
Educate and engage residents and businesses on expected climate change hazards and impacts and mitigation opportunities.

The Energy Committee will work in cooperation with other Town Board and Committees, as well as with Town employees, in carrying out its charge. This will include but not be limited to cooperation and liaison with the:

- a) Building and Needs Assessment Committee in assessing the efficiency of energy use in existing and new Town buildings,
- b) Conservation Commission in carrying out planned actions,
- c) Natural Resources Advisory Board,
- d) Friends of the Herring River,
- e) Shellfish Advisory Board,
- f) Open Space Committee,
- g) Planning Board in assessing the efficacy of Town by-laws.

The Committee will also seek the cooperation and assistance of relevant governmental agencies, non-profit organizations, businesses and the public.





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

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

FILL OUT THE FORM BELOW and mail it to:  
Wellfleet Selectmen's Office, Town Hall, 300 Main Street, Wellfleet, MA 02667

Name Suzanne Ryan-Ishkarian Date 5/13/19  
Mailing Address Po Box 93  
Si Wellfleet 02663  
Phone (Home) 774-208-8627 Phone (Business) \_\_\_\_\_  
e-mail: Suzeryan01@gmail.com

Please describe briefly any work experience, including volunteer service, that you feel would be useful to the Town: I have grant writing experience  
and currently volunteers as a member of  
the Wellfleet Global Covenant of Mayors for  
Climate + Energy with Robert Shapiro and Carol Magenau

Please add any other information that you think may be useful, including education or other formal training, specialized courses, professional licenses or certifications, etc.: \_\_\_\_\_  
Trained in grant writing and research

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

MAY 15 2019





## BOARD OF SELECTMEN

AGENDA ACTION REQUEST  
Meeting Date: May 28, 2019

III

### APPOINTMENTS/REAPPOINTMENTS - C

<b>REQUESTED BY:</b>	<b>Principal Clerk</b>
<b>DESIRED ACTION:</b>	<b>Appointment of Christine Wisniewski to the Recycling Committee.</b>
<b>PROPOSED MOTION:</b>	<b>I move to appoint Christine Wisniewski to the Recycling Committee for a term to expire on June 30, 2020.</b>
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____

**Recycling Committee Charge:** The Board of Selectmen shall appoint a Recycling Committee charged with recommending ways to develop and promote recycling and waste reduction activities in the Town of Wellfleet. Eleven members shall be appointed to three-year overlapping terms.







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

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

FILL OUT THE FORM BELOW and mail it to:

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

□ Name Christine Wisniewski Date \_\_\_\_\_

Mailing Address P.O. Box 3102  
Wellfleet MA 02667

Phone (Home) \_\_\_\_\_ (cell) 978-590-1084

E-mail chris@saving-stories.com

□ Please describe briefly any work experience, including volunteer service, that you feel would be useful to the Town: I am passionate about protecting the

environment on the Cape. I work part time for The  
Dolphin Fleet, volunteer for Audubon and am focused  
on reducing waste & encouraging recycling in our  
community.

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

APR 18 2019

□ Committees/Boards of Interest: 1) Recycling Committee





## BOARD OF SELECTMEN

AGENDA ACTION REQUEST  
Meeting Date: May 28, 2019

IV

### USE OF TOWN PROPERTY – A

<b>REQUESTED BY:</b>	Principal Clerk
<b>DESIRED ACTION:</b>	Approval of the use of Indian Neck Beach by Daniel Burns on September 7, 2019.
<b>PROPOSED MOTION:</b>	I move to approve the use of Indian Neck Beach by Daniel Burns on September 7, 2019 from 5 pm to 6 pm subject to the conditions, if any, as listed on the application form for a fee of \$110.
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____



APPLICATION FOR PERMIT TO USE TOWN OWNED PROPERTY

TOWN OF WELLFLEET  
300 MAIN STREET  
WELLFLEET, MA 02667

Applicant Daniel Burns Affiliation or Group Not Applicable  
Telephone Number 315-729-7814 Mailing Address 4504 Waltham Drive  
Email address daniel.burns.jr@gmail.com Manlius, NY 13104  
Town Property to be used (include specific area) Indian Neck Beach

Date(s) and hours of use: September 7 2019 5-6PM

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

Wedding Ceremony. Persons involved: range of 12-20. No equipment is anticipated. No parking arrangements are anticipated. No food or beverage service is needed.

Fees will be charged by the applicant

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

None requested

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

Action by the Board of Selectmen:

Approved as submitted  
Approved with the following condition(s):

Disapproved for following reason(s):

Date: APR - 1 2019



Processing Fee: \$50.00



Fee: (\$110)

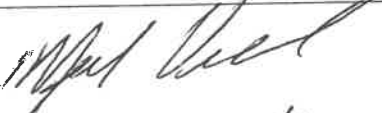

*paid*


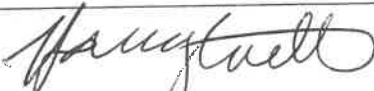
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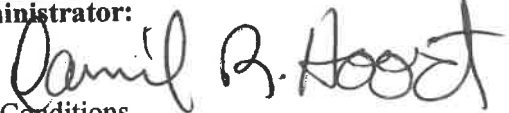
**APPLICANT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSPECTIONS**

<b>Health/Conservation Agent:</b>  Comments/Conditions:  Permits/Inspections needed:		<b>Inspector of Buildings:</b>  Comments/Conditions:  Permits/Inspections needed:	
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<b>Police Department:</b>  Comments/Conditions:  072 4/4/18	<b>Fire Department:</b>  Comments/Conditions: 4/3/19 OK
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<b>DPW:</b>  Comments/Conditions OK 4/25/19	<b>Community Services Director:</b>  Comments/Conditions: 
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<b>Harbormaster:</b>  Comments/Conditions 	<b>Shellfish:</b>  Comments/Conditions OK
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<b>Recreation:</b>  Comments/Conditions 	<b>Town Administrator:</b>  Comments/Conditions
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## BOARD OF SELECTMEN

AGENDA ACTION REQUEST  
Meeting Date: May 28, 2019

IV

### USE OF TOWN PROPERTY – B

<b>REQUESTED BY:</b>	Principal Clerk
<b>DESIRED ACTION:</b>	Approval of the use of Baker Field by Neal Nichols on August 5-9, 12-16, and 19-23, 2019.
<b>PROPOSED MOTION:</b>	I move to approve the use of Baker Field by Neal Nichols on August 5-9 and 12-16, 2019 from 1 pm to 3 pm and August 19-23 from 9 am to 12 pm subject to the conditions, if any, as listed on the application form, for a fee of \$110.
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____





APPLICATION FOR PERMIT TO USE TOWN OWNED PROPERTY

TOWN OF WELLFLEET  
300 MAIN STREET  
WELLFLEET, MA 02667

Applicant NEAL NICHOLS JR Affiliation or Group ARTIST

Telephone Number 774-722-2358 Mailing Address PO BOX 738

Email address GEOGRAPHYGAMESHOW@YAHOO.COM N. EASTHAM, MA 02651

Town Property to be used (include specific area) BAKERS FIELD, WELLFLEET.

BENCH NEAR SKATEPARK; OCCASIONAL TABLE UNDER TENT

Date(s) and hours of use: 5-9 AUG, 12-16 AUG 1-3 PM; 19-23 AUG 2019; 9-12 AM

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

DRAWING LESSONS; MATERIALS PROVIDED TO STUDENTS (PENCIL-PAPER-ERASER-SHARPENER)  
WORK IS CONDUCTED AT TABLE, NO EQUIPMENT REQUIRED. PARENTS DROP STUDENTS OFF,  
AND PICK UP AFTER CLASS SESSION. SINCE 2006; AVERAGE ENROLLMENT HAS BEEN 2-5 KIDS;  
OPEN TO AGE 5-ADULT. \$180 M-F; LOW INCOME STUDENTS GRANTED FREE CLASS. NO PRICING  
INCREASES HAVE BEEN MADE SINCE 2006; AS TO MAINTAIN ACCESS TO ALL INTERESTED,  
Describe any Town services requested (police details, DPW assistance, etc.)

NO ASSISTANCE IS NECESSARY;

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

Action by the Board of Selectmen:

Approved as submitted

Approved with the following condition(s): \_\_\_\_\_

Disapproved for following reason(s): \_\_\_\_\_

Date: \_\_\_\_\_



Processing Fee: \$50.00 paid





Fee: (110)


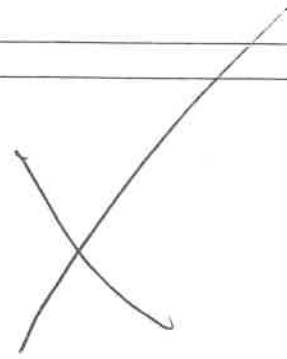
MAY - 2 2019



(over)

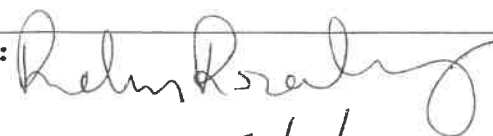
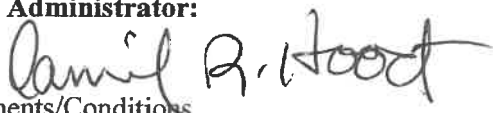
**APPLICANT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSPECTIONS**

<b>Health/Conservation Agent:</b>  Comments/Conditions:  Permits/Inspections needed:		<b>Inspector of Buildings:</b>  Comments/Conditions:  Permits/Inspections needed:	
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<b>Police Department:</b>  Comments/Conditions:   5/6/18	<b>Fire Department:</b>  Comments/Conditions:   5/7/2018
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<b>DPW:</b>  Comments/Conditions		<b>Community Services Director:</b>  Comments/Conditions:	
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<b>Harbormaster:</b>  Comments/Conditions		<b>Shellfish:</b>  Comments/Conditions	
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<b>Recreation:</b>  Comments/Conditions 5/7/2019  OK Neal is an excellent art teacher, his classes are well received by the public	<b>Town Administrator:</b>  Comments/Conditions
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EACH YEAR SINCE 2006; I HAVE OFFERED DRAWING CLASSES IN WELFLEET DURING THE FIRST THREE WEEKS OF AUGUST. EACH SESSION BUILDS THE STUDENTS ABILITY TO UNDERSTAND AND COMPREHEND THE BASIC ELEMENTS OF DRAWING AND PERSPECTIVE. THE BREAKDOWN IS AS FOLLOWS:

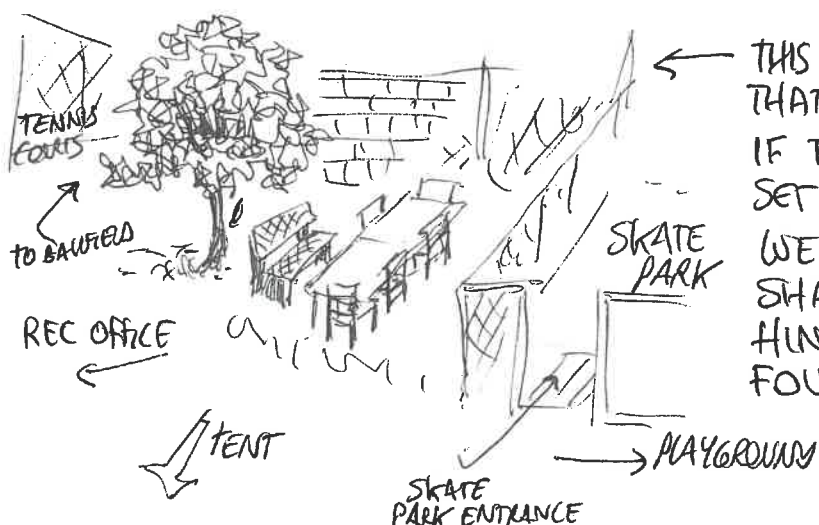
DAY 1, MONDAY - STUDENTS ARE ISSUED SUPPLIES THEY WILL KEEP AFTER THE WEEKLONG COURSE, AND DRAW A RENDITION OF "A HOUSE," THIS INITIAL DRAWING IS KEPT FOR THEM UNTIL FRIDAY AS TO PROVE THE LEVELS OF PROGRESS. "ONE POINT PERSPECTIVE" IS INTRODUCED, AND A SIMPLE AT HOME PRACTISE IS GIVEN.

DAY 2; TUESDAY - A BASIC CRITIQUE OF WORK INTERACTIVE WITH STUDENTS, EXAMPLES SHOWN; AND "TWO POINT PERSPECTIVE" IS INTRODUCED,

DAY 3; WEDNESDAY; CRITIQUE, AND PRACTISE DRAWING TECHNIQUES; HENCE TONE, SHADOW, TEXTURE, ETC.. AND SUPPLIED "TEDDY BEARS" BECOME STILL LIFE MOTIF, AS TO AVOID OUTWING IMAGE, AND APPLY TECHNIQUE AND SKILL TO THE DRAWING.

DAY 4; THURSDAY; RETURN TO THE HOUSE/PERSPECTIVE MOTIF APPLYING THE ADDED SKILLS FROM WEDNESDAY'S DRAWING IN TONE, SHADOW, ETC; INTRODUCTION TO DETAIL IS ALSO APPLIED.

DAY 5; FRIDAY; STUDENTS ARE BRIEFED ON THE REVIEW OF WEEK'S WORK, AND ILLUSTRATE THE FINAL DRAWING OF "A HOUSE". THE ORIGINAL WORK FROM MONDAY IS RETURNED; ALONG WITH A CERTIFICATE OF COMPLETION; HENCE ENDING THE SESSION CHAPTER.



← THIS IS A PERFECT "OUT OF THE WAY" AREA THAT HAS BEEN SUCCESSFUL.

IF TENT IS OPEN; TABLE (FOLDING) IS SET UP AT STAGE END; PUBLIC IS WELCOME TO ALSO USE TENT FOR SHADE, ETC. NEVER HAS BEEN A HINDRANCE. THIS WILL BE THE FOURTEENTH CONSECUTIVE YEAR OF MY DRAWING CLASSES.





**BOARD OF SELECTMEN**

AGENDA ACTION REQUEST  
Meeting Date: May 28, 2019

**IV**

**USE OF TOWN PROPERTY – C**

<b>REQUESTED BY:</b>	<b>Principal Clerk</b>
<b>DESIRED ACTION:</b>	<b>Approval of the use of various locations by Wellfleet SPAT.</b>
<b>PROPOSED MOTION:</b>	<p>I move to approve the use of Mayo Beach Aquaculture lease area, with Indian Neck Aquaculture lease area as a secondary location, and the Mayo Beach, Town Pier, and Indian Neck public parking areas, on the following dates and times:</p> <ul style="list-style-type: none"> <li>• Saturday, June 8 – 9:30 am</li> <li>• Sunday, June 9 – 10:30 am</li> <li>• Thursday, June 20 – 7:45 am</li> <li>• Friday, July 5 – 7:30 am</li> <li>• Saturday, July 6 – 8:30 am</li> <li>• Monday, July 8 – 10:15 am</li> <li>• Tuesday, July 9 – 11:00 am</li> <li>• Wednesday, July 31 – 5:15 pm</li> <li>• Saturday, August 3 – 7:15 am</li> <li>• Monday, August 5 – 9:00 am</li> <li>• Thursday, August 29 – 4:30 pm</li> <li>• Friday, August 30 – 5:15 pm</li> </ul> <p>subject to the conditions, if any, as listed on the application form for a fee of \$20 per event.</p>
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s): _____
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____



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

**TOWN OF WELLFLEET  
300 MAIN STREET  
WELLFLEET, MA 02667**

**Applicant:** Wellfleet SPAT, 501(c)(3) Corporation  
Wellfleet Shellfish Promotion and Tasting, Inc.

**Affiliation or Group:** Wellfleet SPAT

**Telephone Number:** 508-349-3499

**Mailing Address:**

Wellfleet SPAT  
P.O. Box 2156

**Email address:** michele@wellfleetspat.org

Wellfleet, MA, 02667

**Town Property to be used (include specific area):**

- Mayo Beach Aquaculture lease area as primary location
- Indian Neck Aquaculture lease area as back-up or secondary location
- Mayo Beach, Town Pier and Indian Neck public parking areas

**Date(s) and hours of use:**

- Saturday, June 8 - 9:30 am
- Sunday, June 9 - 10:30 am
- Thursday, June 20 - 7:45 am
- Friday, July 5 - 7:30 am
- Saturday, July 6 - 8:30 am
- Monday, July 8 - 10:15 am
- Tuesday, July 9 - 11:00 am
- Wednesday, July 31 - 5:15 pm
- Saturday, August 3 - 7:15 am
- Monday, August 5 - 9:00 am
- Thursday, August 29 - 4:30 pm
- Friday, August 30 - 5:15 pm

MAY 15 2019

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

Wellfleet SPAT is a non-profit organization chartered in 2002 with the sole purpose of sustaining Wellfleet's vital shellfishing and aquaculture industries. SPAT achieves this goal through grant activities, educational programs and awareness building events. In an effort to achieve these goals, SPAT will like to hold a series of Shellfish Farm Tours again this summer.

This program is intended to educate the public about all aspects of shellfishing. Participants will learn about seed collection and development, various cultivation methods and practices, predators and other risks of production and harvest techniques that safely transport product to wholesale dealer for retail distribution. Attendees will leave with a renewed understanding of what is involved in the production of shellfish as a sustainable food source and key part of a healthy marine eco-system.

The proposed tours will be held on Mayo Beach at the farm of Irving and Jake Puffer. This location is ideal for parking and allows participants to learn about seed collection and both clam and oyster cultivation. We would like to request permission to hold programs in Indian Neck as back-up or alternate location should the need arise.

A SPAT naturalist will lead the tours by interpreting the process and what people are seeing. A shellfish harvester will meet the group and make a short presentation about what it is like to farm in the water, their unique growing methodology and harvest location and what makes Wellfleet shellfish so special.

These tours are limited to 25 people to keep the number of guests to a manageable number. Fee is \$10 per person, children 12 and under are free. Pre-registration will be required.

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

No Town services are required for this activity however SPAT will coordinate with Beach and Recreation Director and the Shellfish Constable to confirm exact tour locations and times.

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

**Action by the Board of Selectmen:**

\_\_\_\_\_ Approved as submitted

\_\_\_\_\_ Approved with the following condition(s): \_\_\_\_\_

\_\_\_\_\_ Disapproved for following reason(s): \_\_\_\_\_

Date: \_\_\_\_\_

Processing Fee: \_\_\_\_\_ \$50.00 \_\_\_\_\_

Fee: 20 per event

(over)



**APPLICANT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSPECTIONS**

<b>Health/Cons. Agent Signature:</b> Comments/Conditions: Permits/Inspections needed:	<b>Inspector of Buildings Signature:</b> Comments/Conditions: Permits/Inspections needed:
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<b>Police Dept. Signature:</b> Comments/Conditions: 5/16/19 OK	<b>Fire Dept. Signature:</b> Comments/Conditions: 5/21/19 OK
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<b>DPW Signature:</b> Comments/Conditions: OK 5/21/19	<b>Beach Dept. Signature:</b> Comments/Conditions:
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<b>Shellfish Constable Signature:</b> Comments/Conditions: Asst. Constable John Mankevitch will be speaking with these tours as his schedule allows.	<b>Harbormaster Signature:</b> Comments/Conditions:
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<b>Recreation Dept. Signature:</b> Comments/Conditions:	<b>Town Administrator:</b> Comments: Daniel R. Hoort
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## BOARD OF SELECTMEN

AGENDA ACTION REQUEST  
Meeting Date: May 28, 2019

IV

### USE OF TOWN PROPERTY – D

<b>REQUESTED BY:</b>	<b>Principal Clerk</b>
<b>DESIRED ACTION:</b>	<b>Approval of the use of Mayo Beach by Kathleen Marucci on June 29, 2019.</b>
<b>PROPOSED MOTION:</b>	<b>I move to approve the use of Mayo Beach by Kathleen Marucci on June 29, 2019 from 2:30 pm to 3:30 pm subject to the conditions, if any, as listed on the application form for a fee of \$110.</b>
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____



APPLICATION FOR PERMIT TO USE TOWN OWNED PROPERTY

TOWN OF WELFLEET  
300 MAIN STREET  
WELFLEET, MA 02667

Applicant Kathleen Marucci

Affiliation or Group \_\_\_\_\_

Telephone Number 617.851.0815

Mailing Address 205 Lexington St

Email address Kathleenmarucci@gmail.com

Newton Ma 02466

Town Property to be used (include specific area) Mayo Beach

Date(s) and hours of use: 6/29/19 2:30-3:30

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

Wedding Ceremony, 75 people attending -> (No chairs), Arch w/Flowers, 2 person band. Cars will park a perk since reception is at The Holden Inn

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

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

Action by the Board of Selectmen:

\_\_\_\_\_ Approved as submitted

\_\_\_\_\_ Approved with the following condition(s): make other arrangements for parking

\_\_\_\_\_ Disapproved for following reason(s): \_\_\_\_\_

Date: \_\_\_\_\_

APR 29 2019

Processing Fee: \$50.00 paid

Fee: \_\_\_\_\_ (\$110)

**APPLICANT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSPECTIONS**

<b>Health/Conservation Agent:</b> <i>[Signature]</i> Comments/Conditions: <i>OK</i> Permits/Inspections needed:	<b>Inspector of Buildings:</b> Comments/Conditions: Permits/Inspections needed: <i>[Large X]</i>
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<b>Police Department:</b> <i>[Signature]</i> 4/30/19 Comments/Conditions: <i>OK</i>	<b>Fire Department:</b> <i>[Signature]</i> Comments/Conditions: 5/2/19 <i>OK</i>
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<b>DPW:</b> <i>[Signature]</i> Comments/Conditions <i>OK 5/6/19</i>	<b>Community Services Director:</b> Comments/Conditions: <i>[Large X]</i>
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<b>Harbormaster:</b> <i>Michael Plawgan</i> Comments/Conditions Make other arrangements for parking. Pier at this time will be very busy. Mayo Beach would be a good option.	<b>Shellfish:</b> <i>[Signature]</i> Comments/Conditions It is during low tide, so stay away from tire tracks because trucks will be accessing the grants.
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<b>Recreation:</b> Comments/Conditions	<b>Town Administrator:</b> Comments/Conditions <i>[Signature]</i>
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## BOARD OF SELECTMEN

AGENDA ACTION REQUEST  
Meeting Date: May 28, 2019

# IV

### USE OF TOWN PROPERTY – E

<b>REQUESTED BY:</b>	Principal Clerk
<b>DESIRED ACTION:</b>	Approval of the use of various locations by Fun Seekers from May 1 to November 1, 2019.
<b>PROPOSED MOTION:</b>	I move to approve the use of Chipman Cove, Indian Neck, Long Pond, Great Pond, White Crest, and Gull Pond from May 1 to November 1, 2019 subject to the conditions, if any, as listed on the application form for a fee of \$500.
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____





APPLICATION FOR PERMIT TO USE TOWN OWNED PROPERTY

TOWN OF WELLFLEET  
300 MAIN STREET  
WELLFLEET, MA 02667

Applicant Eric Gustafson Affiliation or Group Fun Seekers  
Telephone Number 774-722-0764 Mailing Address 2480 Old Kings Hwy  
Email address info@funseekers.org Wellfleet, MA 02667  
Town Property to be used (include specific area) Chipman Cove, Indian Neck  
Long Pond, Great Pond, White Crest, Gull Pond see below  
Date(s) and hours of use: May 1 - Nov 1 2019

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

Activities are Surfing, Stand up Paddle, Windsurfing, Kitesurfing  
Equipment used is relevant to each sport, 1-10 clients. Parking  
is per Wellfleet regulations, yes, fees will be charged

\* Per Suzanne, would like to use Gull before and after sticker requirements  
Also, before 9am and after 5pm in season  
Describe any Town services requested (police details, DPW assistance, etc.)

None

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

Action by the Board of Selectmen:

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

Date: MAY 20 2019

Processing Fee: \$50.00 paid  
Fee: \_\_\_\_\_

(over)

**APPLICANT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSPECTIONS**

<b>Health/Conservation Agent:</b>  Comments/Conditions:  Permits/Inspections needed:	<b>Inspector of Buildings:</b>  Comments/Conditions:  Permits/Inspections needed:
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<b>Police Department:</b> <i>[Signature]</i> Comments/Conditions:  5/21/19.	<b>Fire Department:</b> <i>[Signature]</i> Comments/Conditions:  5/21/19
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<b>DPW:</b> <i>[Signature]</i> Comments/Conditions:  OK 5/21/19	<b>Community Services Director:</b> <i>[Signature]</i> Comments/Conditions:  OK - Use of Gull Pond before 6/15 and after 9/2. Before 9am and after 5pm in Summer
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<b>Harbormaster:</b>  Comments/Conditions:	<b>Shellfish:</b>  Comments/Conditions:
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<b>Recreation:</b>  Comments/Conditions:	<b>Town Administrator:</b> <i>[Signature]</i> Comments/Conditions:
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## BOARD OF SELECTMEN

AGENDA ACTION REQUEST  
Meeting Date: May 28, 2019

# IV

### USE OF TOWN PROPERTY – F

<b>REQUESTED BY:</b>	Principal Clerk
<b>DESIRED ACTION:</b>	Approval of the use of White Crest by Sacred Surf School from June 1 to September 2, 2019.
<b>PROPOSED MOTION:</b>	I move to approve the use of White Crest by Sacred Surf School from June 1 to September 2, 2019 subject to the conditions, if any, as listed on the application form for a fee of \$500.
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____



APPLICATION FOR PERMIT TO USE TOWN OWNED PROPERTY

TOWN OF WELLFLEET  
300 MAIN STREET  
WELLFLEET, MA 02667

Applicant Sacred Surf School Affiliation or Group \_\_\_\_\_  
Telephone Number 508-514-1555 Mailing Address 1900 State Hwy  
Email address SacredSurfSchool@gmail.com Freetown, MA  
Town Property to be used (include specific area) Whitcrest Beach

Date(s) and hours of use: June 25<sup>th</sup> - Labor Day

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

Surf Lessons  
\$75 - ~~100~~ per person lessons  
2 - 10 people





Describe any Town services requested (police details, DPW assistance, etc.)  
Parking stickers for instructors



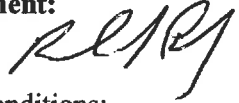
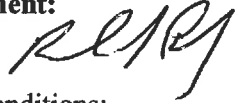
NOTE TO APPLICANTS: All applications must be accompanied by a non refundable \$50.00 processing fee. Applications must be received at least 30 days prior to the first event date to insure that all reviews can be completed prior to the event. This application is only for permission to use Town property.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





Action by the Board of Selectmen:  
\_\_\_\_\_ Approved as submitted  
\_\_\_\_\_ Approved with the following condition(s): \_\_\_\_\_  
\_\_\_\_\_ Disapproved for following reason(s): \_\_\_\_\_

Date: \_\_\_\_\_ Processing Fee: \$50.00 paid  
Fee: \_\_\_\_\_


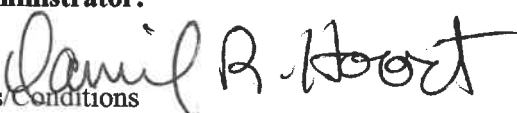
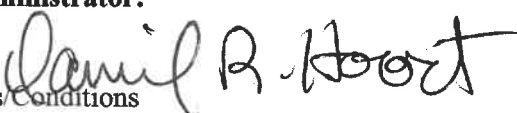
**APPLICANT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSPECTIONS**

<b>Health/Conservation Agent:</b>  Comments/Conditions:   Permits/Inspections needed: 	<b>Inspector of Buildings:</b>  Comments/Conditions:   Permits/Inspections needed: 
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<b>Police Department:</b>  Comments/Conditions:  5/21/19	<b>Fire Department:</b>  Comments/Conditions:  5/21/19
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<b>DPW:</b>  Comments/Conditions:  OK 5/21/19	<b>Community Services Director:</b>  Comments/Conditions:  OK.
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<b>Harbormaster:</b>  Comments/Conditions: 	<b>Shellfish:</b>  Comments/Conditions: 
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<b>Recreation:</b>  Comments/Conditions: 	<b>Town Administrator:</b>  Comments/Conditions: 
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## BOARD OF SELECTMEN

AGENDA ACTION REQUEST  
Meeting Date: May 28, 2019

IV

### USE OF TOWN PROPERTY – G

<b>REQUESTED BY:</b>	Principal Clerk
<b>DESIRED ACTION:</b>	Approval of the use of Baker Field by Pamela Berrio on July 13, 2019.
<b>PROPOSED MOTION:</b>	I move to approve the use of Baker Field by Pamela Berrio on July 13, 2019 from 12 pm to 3 pm subject to the conditions, if any, as listed on the application.
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):
<b>VOTED:</b>	Yea ____ Nay ____ Abstain ____





APPLICATION FOR PERMIT TO USE TOWN OWNED PROPERTY

TOWN OF WELLFLEET  
300 MAIN STREET  
WELLFLEET, MA 02667

Applicant PAMELA BERRIO Affiliation or Group \_\_\_\_\_  
Telephone Number 508-742-7222 Mailing Address P.O. Box 934  
Email address PAMBERRIO@HOTMAIL.COM EASTHAM, MA 02642  
Town Property to be used (include specific area) Daker Field ?

Date(s) and hours of use: JULY 13, 2019 12 PM - 3 PM

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

CELEBRATION OF LIFE - AROUND 25 PEOPLE, NOT REALLY SURE  
WILL BRING TABLES + CHAIRS AND BRING SANDWICHES, SALADS AND  
SODA'S IN COOLERS - NO FEES WILL BE CHARGED -

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

NO SERVICES REQUESTED - WILL CLEAN UP + BRING TRASH  
WITH US

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

Action by the Board of Selectmen:

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

Date: 5/15/19 Processing Fee: \$50.00 paid  
Fee: \_\_\_\_\_

**APPLICANT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSPECTIONS**

<b>Health/Conservation Agent:</b>  Comments/Conditions:  Permits/Inspections needed:	<b>Inspector of Buildings:</b>  Comments/Conditions:  Permits/Inspections needed:
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<b>Police Department:</b> <i>[Signature]</i> 5/21/19 Comments/Conditions: <del>OK</del> OK	<b>Fire Department:</b> <i>[Signature]</i> 5/21/19 Comments/Conditions: OK
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<b>DPW:</b> <i>[Signature]</i> Comments/Conditions OK 5/21/19	<b>Community Services Director:</b>  Comments/Conditions:
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<b>Harbormaster:</b> <i>[Signature]</i> Comments/Conditions OK	<b>Shellfish:</b>  Comments/Conditions
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<b>Recreation:</b> <i>[Signature]</i> Comments/Conditions 5/21/19 Either location is fine	<b>Town Administrator:</b> <i>[Signature]</i> Comments/Conditions
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## BOARD OF SELECTMEN

AGENDA ACTION REQUEST

Meeting Date: May 28, 2019

IV

### USE OF TOWN PROPERTY – H

<b>REQUESTED BY:</b>	Principal Clerk
<b>DESIRED ACTION:</b>	Approval of the use of Mayo Beach by Walter Baron on September 21, 2019.
<b>PROPOSED MOTION:</b>	I move to approve the use of Mayo Beach by Walter Baron on September 21, 2019. from 1 pm to 5 pm subject to the conditions, if any, as listed on the application.
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____



APPLICATION FOR PERMIT TO USE TOWN OWNED PROPERTY

TOWN OF WELFLEET  
300 MAIN STREET  
WELFLEET, MA 02667

Applicant WALTER BARON Affiliation or Group OLD WHARF DORY CLUB  
Telephone Number 508-349-2383 Mailing Address 170 OLD CHEQUESSETT N.K.R  
Email address WALTER@OLDWHARF.COM WELFLEET, MA 02667  
Town Property to be used (include specific area) MAYO BEACH

Date(s) and hours of use: SEPT. 21, 2019 - 1 to 5 PM

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

7TH ANNUAL WELFLEET ROWING RENDEZVOUS  
A GATHERING OF PEOPLE AND BOATS. FREE.  
PARKING AT PIER + MAYO BEACH.

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

USE OF BOAT RAMP AT MARINA

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

Action by the Board of Selectmen:

\_\_\_\_\_ Approved as submitted

\_\_\_\_\_ Approved with the following condition(s): \_\_\_\_\_

\_\_\_\_\_ Disapproved for following reason(s): \_\_\_\_\_


Date: MAY 21 2019



Processing Fee: \$50.00



Fee: \_\_\_\_\_

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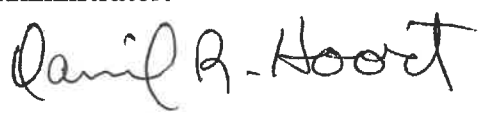
**APPLICANT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSPECTIONS**

<b>Police Department:</b>  <b>Comments/Conditions:</b> 5/20/19	<u>OK</u>	<b>Fire Department:</b> RECEIVED 5/27/19 <b>Comments/Conditions:</b> OK
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<b>Health:</b>  <b>Comments/Conditions:</b> 	<b>Building:</b>  <b>Comments/Conditions:</b> 
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<b>DPW:</b>  <b>Comments/Conditions:</b> 	<b>Harbormaster:</b>  <b>Comments/Conditions:</b> OK
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	<b>Town Administrator:</b>  <b>Comments/Conditions:</b>
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## BOARD OF SELECTMEN

AGENDA ACTION REQUEST  
Meeting Date: May 28, 2019

V

### BUSINESS – A

<b>REQUESTED BY:</b>	<b>Shellfish Constable</b>
<b>DESIRED ACTION:</b>	<b>Mass. Shellfish Officers Assn. presentation of Deputy Constables of the Year award to Asst. Constable for propagation Johnny Mankevetch and Deputy Constable Chris Manulla.</b>
<b>PROPOSED MOTION:</b>	N/A
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):
<b>VOTE:</b>	Yea _____ Nay _____ Abstain _____







# Wellfleet Shellfish Department



300 Main Street, Wellfleet, Massachusetts 02667

TO: MSOA Officers

December 11, 2018

RE: Nomination for Assistant/Deputy Constable of the Year

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Dear MSOA Officers:

I would like to jointly nominate an Assistant and a Deputy Constable for this award, due to the incredible support, guidance and mentorship I have received from both Assistant Constable "Johnny Clam" Mankevetch and Deputy Constable Chris Manulla. Together, I would like to say that we have created a very strong Wellfleet Shellfish Department over these last 16 months since I started as Wellfleet's Shellfish Constable.

Johnny Clam has been teaching me more than just the realm of the job itself: He has dedicated hours to educating me about human nature and mother nature. Human nature as he shares his insights on fishermen and how our work supports them, but also how our decisions and actions affect the resource we are responsible for managing. His teachings on mother nature encompass not only the life cycle of shellfish and how we strive to create a sustainable tomorrow, but also the nuances of how weather affects the tide, shellfish-predator relationships, the importance of water quality, and all of the other water fowl and sea life that are interwoven into our purview. He is truly a mentor. John had a clear vision for the Town's propagation program and used his extensive knowledge and experience to jumpstart the department's propagation relaunch. He takes the pulse of fishermen and growers to help direct our efforts. His passion and expertise are valuable assets to the Town, to me as Constable and to the shellfishing community at large.

Chris has been sharing his long experience (18 years!) in the department with me to help train me for my duties and responsibilities. Chris's level head and ability to think through complicated issues and arrive at a plan for implementation have provided important guidance and modeling for me as I learn the intricacies of this position and its jurisdictional oversight. He has gone above and beyond the call of duty to teach me how to ring oysters, check limits, monitor boats while fishing and at unloading, navigate our Carolina skiff, retrieve buoys (good thing it wasn't a person or they would have drowned!) and the nuances of how to create solid working relationships on a day to day basis. It is clear how seriously he takes his job and the integrity of our department in sustainably managing our shellfish resources. His expertise and historical knowledge is a clear asset to our efforts. The Town is fortunate to have such a dedicated and experienced employee.

[wellfleet-ma.gov/shellfish-department](http://wellfleet-ma.gov/shellfish-department)

Phone (508) 349-0325



Fax (508) 349-0305

The best thing I can say about my first year on the job is the incredible relationships I have built, especially with Johnny and Chris. We have really clicked together. Our motto is "To propagate and preserve!" The renewed energy in our department is contagious, and there's a lot of enthusiasm on the flats right now. We get inspired by our shellfishing community, their insights, their feedback, their generosity. Our goal is to make sure that Wellfleet's shellfish reputation is upheld and that our shellfish – and therefore, our community – prosper. Johnny and Chris have risen above all expectations to turn this goal into a reality. I feel they deserve to be recognized as Assistant and Deputy Constables of the Year.

Thank you for your consideration of this nomination.

Sincerely,

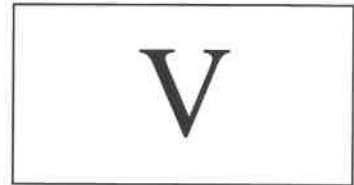
A handwritten signature in cursive script that reads "Nancy Civetta".

Nancy Civetta  
Shellfish Constable  
Town of Wellfleet



# BOARD OF SELECTMEN

AGENDA ACTION REQUEST  
Meeting Date: May 28, 2019



## BUSINESS – B

<b>REQUESTED BY:</b>	<b>Shellfish Constable</b>
<b>DESIRED ACTION:</b>	<b>Review and discussion about shellfish nursery upweller analysis report.</b>
<b>PROPOSED MOTION:</b>	<b>TBD</b>
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):
<b>VOTE:</b>	Yea _____ Nay _____ Abstain _____





**A preliminary analysis of options for the installation  
of an upweller shellfish nursery system for  
the Town of Wellfleet.**

Prepared by:  
TAG Engineering LLC  
PO Box 558  
Woods Hole, MA 02543

8 May 2019

Upweller nurseries are an effective means to nursery rear small shellfish seed to a size that allows for transfer to a field growout location or for release into the wild to enhance local fisheries. Traditionally, upweller use initiates with seed (all shellfish seed can effectively be reared through upwelling) that is in the range of ~2 mm in size (retained on a 1 mm screen) and can stay in the system until they achieve a targeted size to accommodate their transfer, conventionally ~25 mm (1 inch) for oysters and 12-15 mm (~3/4 inch for quahogs). As such, the upweller represents the transition of shellfish seed from the controlled confines of the hatchery to the open environmental conditions of the field. The time frame for utilization of the upweller is normally early June through September for oysters and through October for quahogs, unless an alternative nursery system is available for transfer as the quahog seed gets to a targeted size, e.g. 7-8 mm for quahog nursery trays or netted raceways in the field.

An upweller is based on a pumped flow system that is designed to force food-laden ambient seawater to flow from the bottom to the top through a bed of shellfish seed that are retained on a screen (Figure 1). An upweller system can be installed in a variety of situations ranging from tanks in a building supplied with pumped seawater to a floating raft where the seed are held in a bin (aka silo) with a mesh bottom and suspended in the water column. In the land-based case, the flow is generated upstream to the tank system by a centrifugal pump placed in or near the water source while the raft-based system has an axial flow pump located on the downstream side of the bins. In both cases, the flow is driven by a change in the static head between the tank and the bin in the land-based system and the bin and the discharge trough in the floating system.

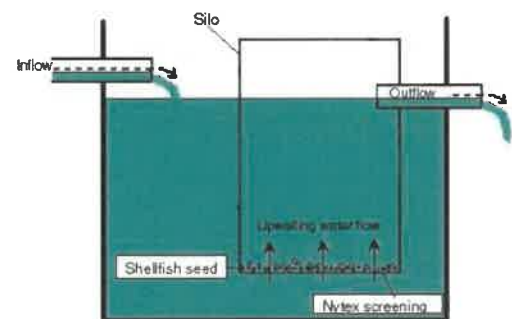


Figure 1. A schematic of the general design of an upweller where the flow is constrained to enter the seed containing bin from the bottom and discharge at the top of the bin.

Installation of an upweller requires the following basic components:

- Bins (Silos): a solid cylinder or square structure with a mesh screen on the bottom and an outlet pipe installed in the side wall of the bin.
  - Although there is little data available on stocking density of shellfish seed in the bins, some general recommendations can be made with respect to the capacity of a bin to hold seed. These data are necessary to allow for a measurement of the number of bins, or alternatively the surface area of bin bottom, required to hold the targeted volume or count of seed.
- Tank (Discharge Trough): A container that can hold water that allows for a head differential to develop between tank and bin that drives the flow of water through the system.

- In the event of a land-based upweller, the tank is on the upstream side of the bins and must be of a sufficient volume to allow for the placement of the number of bins required to hold the target amount of seed.
- In the event of a floating raft upweller, the tank is on the downstream side of the bins and must be of a sufficient size to allow for the water being discharged from the bins to flow unimpeded to the pump.
- Pump: to generate the head differential that causes seawater to flow through the system.
  - In a land-based system, a centrifugal pump is commonly used with the suction side in a standing water body and the discharge side dumping into the tank.
  - In a raft-based system, the axial pump is located within the discharge trough and is continually emptying the trough through a port in the tank wall or base.

In discussion with the Town of Wellfleet Shellfish Department, TAG Engineering LLC was tasked with considering potential sites for the installation of an upweller system that could be used for the nursery culture of oyster (*Crassostrea virginica*) and quahog (*Mercenaria mercenaria*) seed from approximately 2 mm through to a size where they can be moved to a field operation. The potential location for the placement of the upweller system was in the vicinity of the Wellfleet Town Pier (Figure 2) and included the following specific sites:

- 3 Kendrick Avenue,
- Former Shellfish Shack,
- Parking area at the foot of the L-Pier.
- A floating upweller somewhere in the dock system of the Town Marina,



Figure 2. The four locations under consideration for installation of an upweller system in Wellfleet with bathymetry contours adjusted to the MLLW datum (defined in the body of this report) (M. Borrelli, unpublished data).

Also included in Figure 2 is the bathymetry of the waters adjacent to the selected sites identified for evaluation (unpublished data from M. Borrelli, Coastal Geologist, Center for Coastal Studies, Provincetown, MA)). These data are reported in NAVD 88 units adjusted to mean lower low water (MLLW). MLLW is defined as the average of the lower low water height of each tidal day observed over the 19 years National Tidal Datum Epoch. More simply, it is the average minimum tidal depth likely to be encountered.

As a target count, the starting seed number was set at 1 million individuals of each species with the end product being 25 mm oyster seed and 12-15 mm quahog seed. Based on a survey of successful upwellers in Massachusetts and Rhode Island, the average stocking density and flow characteristics for holding oysters and clams in an upweller are listed in Table 1. It should be noted that the data collected from the Floating Upweller System (FLUPSY) is a maximal estimate of these characteristics given the high water flow associated with the FLUPSY. Using these data, the number of bins required to culture each set of shellfish seed, based on a variety of bin sizes commonly used for upwellers in the region, is included in Table 2. In addition, the calculated and suggested flow per bin is also presented in Table 2. Resulting in a total suggested flow rate of ~200 gpm through each tank (a composite of 8-10 bins) for a land-based system and 800 gpm in a FLUPSY.

### Engineering Options for the Upweller Facility:

Upweller systems are currently available as turn-key systems from a number of vendors in the region. Two systems that were identified as appropriate for a land-based upweller facility are manufactured by Hooper's Island Oyster Company (Cambridge, MD) and Barren Island Oyster Company (Hooper's Island, MD; Figure 3). Hooper's Island Oyster Company also manufactures and sells a standard scale FLUPSY (Figure 4). Specification sheets for these three

Oysters (use Commercial FLUPSY Information)		
area of a silo (cm <sup>2</sup> )	3,716	cm <sup>2</sup>
combined silo area (x8)	29,729	cm <sup>2</sup>
Stocking density	1,000,000	individuals
<b>Target density</b>	<b>33.6</b>	<b>Individuals/cm<sup>2</sup></b>
<b>Velocity</b>	<b>1.74</b>	<b>cm/s</b>

Quahogs (avg based on Leavitt survey of FLUPSYs)		
area of a silo (cm <sup>2</sup> )	3,301	cm <sup>2</sup>
combined silo area (x8)	26,408	cm <sup>2</sup>
Stocking density	700,000	individuals
<b>Target density</b>	<b>26.5</b>	<b>Individuals/cm<sup>2</sup></b>
<b>Velocity</b>	<b>1.72</b>	<b>cm/s</b>

Table 1. Summary of the stocking density and flow characteristics of successful upweller measured in Massachusetts and Rhode Island.

Bin dimensions	Bin Shape	Bin surface area (cm <sup>2</sup> )	Number of bins required		Calculated flow per bin (lpm)	Calculated flow per bin (gpm)
			Oyster	Clam		
14" diameter	round	993.1	30	38	103	27.2
16" diameter	round	1297.2	23	29	135	35.6
18" diameter	round	2026.8	15	19	210	55.6
22" diameter	round	2452.5	12	15	255	67.2
24" diameter	round	2918.6	10	13	303	80.0
36" diameter	round	6566.9	5	6	682	180.1
12" x 12"	square	929.0	32	41	96	25.5
17" x 17"	square	1864.5	16	20	194	51.1
24" x 24"	square	3,716.1	8	10	386	101.9

Table 2. Estimates of the number of bins required and the flow rate per bin to rear 1 million oyster or clam seed. The three bin sizes highlighted in blue represent bins currently available in turnkey systems.



Figure 3. A typical land-based upweller configuration (Barren Island Oyster Company).



systems are included in Appendix A at the end of this document. While it is not complicated to construct either a land-based upweller or FLUPSY, with plans routinely available, we will use the turn-key systems to evaluate the cost benefit of the various installations proposed.

Although the FLUPSY contains all engineering required, the land-based systems require additional construction in terms of the installation of pump(s) along with intake and discharge piping. Given the limitations of centrifugal pumps to lift water on the suction side, it is often specified that pumps for upwellers are submersible types to eliminate the issue of priming (self-priming pumps would not be available for the proposed configurations) and the lift constraints (generally the maximum lift for a centrifugal pump is ~15 feet elevation). As an example of an appropriate pump for use with a land-based upweller, we have had very good results with the Tsurumi line of submersible pumps and the model 80TM23.7 would provide the flow needed for the proposed design. Specifications for the Tsurumi 80TN23.7 pump is included in Appendix B.

Included in the cost analysis will be all engineering components costs along with the shellfish seed costs. It is assumed that the labor costs to maintain the various systems will be approximately the same given that the number of seed is constant among all of the options; therefore, labor cost was not included in the analysis.

With these data in mind, TAG Engineering reviewed the four site options for installing a seed upweller for the Town of Wellfleet Shellfish Department and considered, as a fifth option, the purchase of “large seed” that meet the requirements of the final product specified in this study and are available from commercial vendors.

#### **Option 1: 3 Kendrick Avenue (Figure 5):**

A quick survey of the building located on site suggests that it is structurally sound and there will be enough floor space to accommodate the tanks required to house the entire upweller system plus the mechanical components (pumps and piping). In estimating the floor space needed to house enough tanks in this building, assuming that the facility utilized 22” round bins (Barren Island system; based on Table 2) that would require 12 bins for the oysters and 15 bins for the clams. If a single tank (approximately 6 ft W x 11 ft L) houses 10 bins, it results in a total of 3 tanks



Figure 4. A typical FLUPSY configuration (Hooper's Island Oyster Company).



Figure 5. Building at 3 Kendrick Avenue.

needed. If the bins were 17" x 17" square (Hooper's Island system) then a single tank would also house 10 bins resulting in a total of 4 tanks required. A potential layout for the system will be designed once a final decision has been made with respect to the location of the facility.



Figure 6. Proposed pathways for the installation of the intake lines for each of the three proposed land-based upweller systems. The respective paths are coded as **red** for 3 Kendrick Avenue, **green** for the Shellfish Shack and **magenta** for the dock-based system.

As a first cut in considering an upweller facility for 3 Kendrick Avenue, the primary concern is availability of enough water from the harbor to supply the flow required. Based on the bathymetry of the surrounding waters (Figure 6), it would require a run of approximately 1,070 feet of piping for the intake structures (red line) if one overlays a reasonable depth, estimated at an additional 8 feet, to allow boat traffic, over the 3 foot high intake structure. Given this depth requirement, the piping would have to extend out into the channel far enough to achieve an overall depth of ~11 feet. The distance from the rear of the building at 3 Kendrick Avenue to the shoreline is ~170 feet and the additional distance to the depth required is estimated to be a minimum of 900 feet. An additional consideration for the intakes is that one must install redundant seawater lines to the building; thereby compounding each installation cost, as the lines would have to be buried below the sediment surface to minimize the risk of damage to the lines from activity on the surface or the interference of other shoreside activities in the area. Given the long intake span and the depth limitations, pumps to drive this system would consist of redundant shore-based centrifugal pumps capable of each delivering 400-600 gpm to the shore side facility. As noted above, a problem with the use of shore side centrifugal pumps is their lack

of ability to draw water on the suction side. Centrifugal pumps are physically limited to lifting water no more than 15 feet during priming and we suspect that the elevation of the building will exceed the ability of the pump to prime without additional engineering to assist with the task (i.e. a vacuum priming system). With this land-based system, the priming limitation is compounded by the frictional losses of moving water through the 1,070 feet of piping to the building. These factors combined will add an extra cost to the installation.

As an alternative to shore-based centrifugal pumps, submersible pumps solve the problem of priming and would be much more effective at pushing water the 1,070 feet to the building in the volume required. However, utilizing submersible pumps involves installing the pumps at depth in a configuration that would allow for easy removal for seasonal maintenance and the additional expense of installing an electrical feed to the off-shore site.

A final consideration for the subsurface installation of pumps and intake lines across the dune field and into the navigational channel is the permitting required to complete this installation. While TAG Engineering cannot provide a detailed analysis of the permitting hurdles that would have to be surmounted to allow this installation to proceed, it is safe to say that they would be significant. From federal oversight of navigable waters to local management for wetland protection and including withdrawal and discharge of seawater, a number of permits would need to be applied for and received before the construction can occur.

**Option 2: the Shellfish Shack (Figure 7):**

The shellfish shack is in an advanced state of disrepair and the structural integrity of the building will need to be assessed before we can confidently recommend that this facility be utilized as an upweller site. Given the projected footprint of the tanks required for a land-based upweller, there appears to be adequate space to install a system in the existing building. Also, because both 3 Kendrick Avenue and the Shellfish Shack are built on concrete slabs, they both can accommodate the weight of the upweller systems, which can be considerable given the volume of water held in the tanks.



Figure 7. Former Shellfish Department Office.

Many of the limitations identified for 3 Kendrick Avenue are also true for the Shellfish Shack. The piping distance from the building to the shoreline is 170 feet and an additional ~780 feet to the 11 foot submersion depth contour (Figure 6, green line). The permitting and pumping requirements for this structure will be almost identical to those described above.

**Option 3: Parking area at the base of the L-Pier (Figure 8):**

Many town supported land-based upweller systems on Cape Cod are constructed for operation in an outside exposed area, e.g. Falmouth and Yarmouth, with little impact on their operation or efficacy. Due to the normal schedule for operation (June through October), it is permissible to run the system exposed to the elements. The only real hindrance is the risk of human tampering with the equipment or seed contained in the system. However, this can be remedied by installing deterrents to tampering with locked covers over the bins and the pumps, if the pumps are located on land. Similar to the previous two building-based upwellers, having the system located in such a public space opens up the potential for strong educational and outreach activities to promote the town's shellfish propagation program. Therefore, all three locations are very attractive in terms of public access.



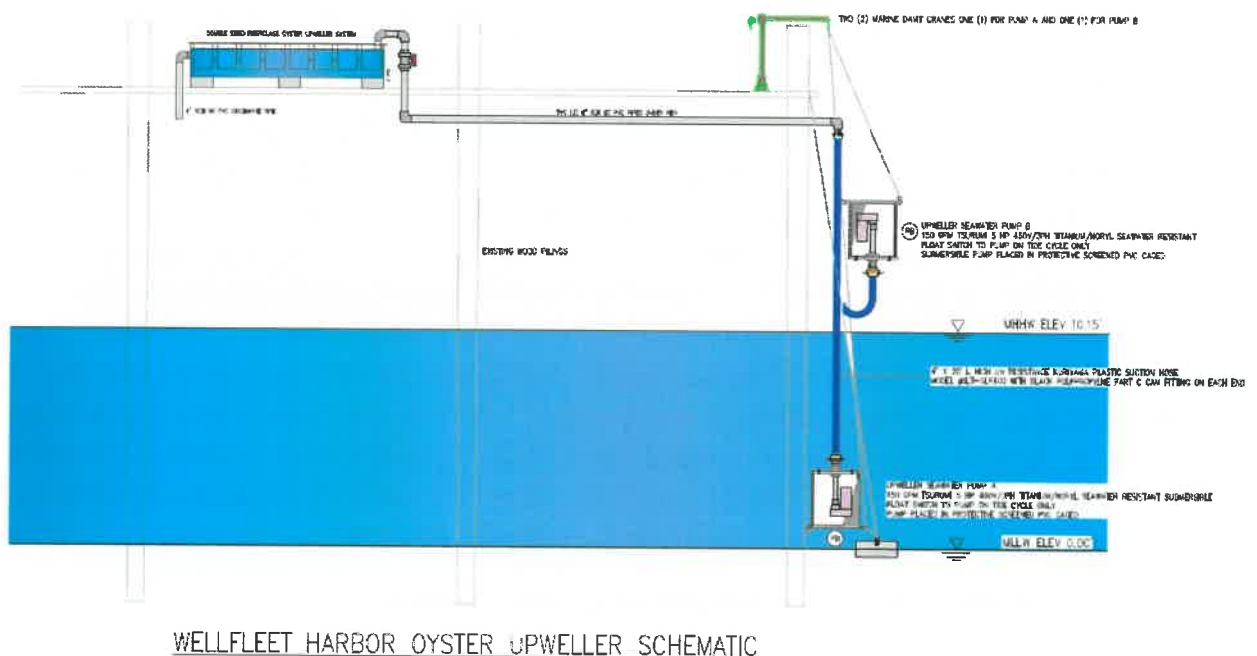
Figure 8. A view of the parking area suggested for installation of a land-based upweller at the foot of the L-Pier in Wellfleet.

Locating the upweller system (3 to 4 - 10 ft troughs) at the base of the L-pier would open up an alternative option for the pump supply to the tanks, although the tanks would occupy most of the designated parking spaces in that area. Rather than rely on land-based centrifugal pumps with their inherent limitations and the additional priming system, with this location one could drive the flow with submersible pumps. By using submersible pumps, you eliminate the need for priming the pumps as they are naturally primed by sitting in the seawater source. A submersible centrifugal pump takes advantage of the inherent properties of the pump to push water on the discharge side more effectively than to suck water from the suction side. Using submersible pumps offers a much more economical means to drive the system and having access to the positioning of the L-pier into the channel (to some degree) with deeper water at its outboard end and an electrical feed easily accessible, makes this configuration an attractive option.

However, the limitation of reduced depth of the water in the vicinity of the pier is troubling. Based on the bathymetry of the area (Figure 6), there appears to be a small area on the outboard side at the end of the L-pier that would allow for the installation of submersible pumps. The measured water depth in the vicinity of the pier at this point is estimated at -4.3 feet at MLLW. It appears that the area surrounding this location is exceedingly shallow if not dry during moon-low spring tides and further observation is required to assure that the identified location is, in fact, deep enough to allow for installation of submersible pumps as obviously a submersed pump cannot move water if its suction port is not submerged. Depending on the type of pump selected and the installation design, the submersible pump would need to be elevated off the substrate surface with a foot or two of submersion depth at all times for continuous operation. This may be achieved at the L-pier location.

A further alternative to this proposed design could be to engineer the pump system to allow for intermittent pumping of the seawater. If the pump is automatically switched off when the depth of the water at the dock receded below a set minimum level and the upweller tanks were configured to drain completely should the water flow stop, TAG suggests that this configuration could be installed at the L-pier location. We base this assumption on the system not being shut off for more than an hour or two on those tidal cycles of excessively low water (potentially 4 to 8 tides per moon cycle) and, if this is the case, it should not impact the overall growth and production of the shellfish seed.

If this design were selected, the piping run would be from the parking area at the foot of the dock to some location on the outboard side of the second section of the L-pier (Figure 6, magenta line). This would be a pipe run of ~140 ft through the first section of the dock and an additional ~130 ft to get to the deepest depth available within the vicinity of the outer dock. An additional benefit for this design is that the pipe support infrastructure is already in place as much of the pipe would be hung off the existing pier pilings. In contrast, both of the buildings would require extensive excavation through the dune field and across the beach to lay the pipe for the seawater supply and discharge to/from the buildings. The permitting of the dock-based upweller would be significantly less demanding than for the other land-based systems proposed. Also, the ability to use the existing infrastructure to support the installation of the electrical power (460V, three-phase) required for the pumps would reduce the installation cost. A very preliminary schematic of the L-pier concept is provided in Figure 9.



TAG ENGINEERING LLC  
WOODS HOLE, MA  
MARCH 6 2019

Figure 9. A draft schematic of the design of an upweller located at the foot of the L-Pier located at the Town Dock in Wellfleet, MA. The exact details of the pumps and placement of tanks and piping will be determined following further discussion with all interested parties and additional details on bathymetry of the dock area.

#### **Option 4: Floating Upweller System (FLUPSY) at the Town Marina:**

A FLUPSY is a commonly used upweller design that is quite different from the land-based upweller. Instead of the bins being suspended in a tank and the seawater supplied on the upstream side of the system, a FLUPSY hangs the bins in open water and the water is withdrawn from a discharge trough on the downstream side of the system (Figure 10). With this design, the entire floating raft system can be installed in a marina slip or alongside a dock, as long as there is shore power available to operate the pump and enough water depth.

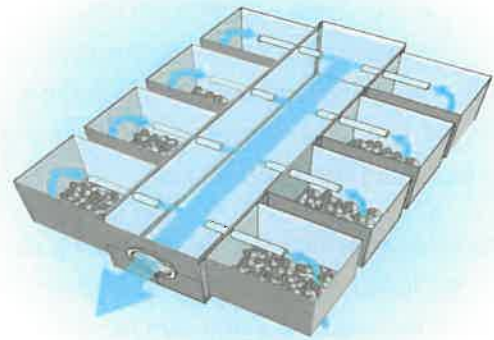


Figure 10. The inner workings of a FLUPSY where the bins are suspended in the water column and the pump discharges water from the downstream side of the

The conventional FLUPSY is an 8' by 20' raft that supports 8 bins (~2 foot cubes) and is powered by a ½ hp axial flow pump (Powerhouse Ice Eater ® with approximately 60 lbs of thrust). The flow through this system is ~800 gpm due to the lack of need to lift water by pump but rather the pump pushes water out of the system without lifting it. In commercially available FLUPSYs, the advertized capacity of this configuration is 1 million oyster seed. Based on TAG's experience, the capacity of the commercial FLUPSY for quahogs is approximately 700,000 to hold them to a 12-15 mm size. With these capacities, it would be necessary to maintain 3 of these raft systems in three marina slips at the Town Marina to provide the projected number of seed to be cultured.

While the concept of utilizing three FLUPSYs is attractive, given their relatively low cost (~\$10,000 each as a turnkey system), the most significant drawback is the location where they will be held. As is true of the entire marina dock system in Wellfleet, the depth of the water is limiting as to where one can deploy these systems. A normal operating FLUPSY requires about 3-4 feet of depth at the lowest tide to ensure that the bins hanging in the water column do not come into close proximity to the bottom. If that should happen, the potential for drawing sediment into the bin and smothering the shellfish seed in place is very high. At the least, the food quality passing through the shellfish bed will be poor supporting slower growth and, at the worst, the shellfish will die due to disrupted feeding and extended hypoxic conditions. Therefore, unless a site is located that will allow for the deployment of 3 FLUPSYs with enough depth to provide a continuous flow of clean water without sediment, this is not a viable option.

#### **Option 5: Buying large seed and planting it out immediately:**

As shellfish aquaculture expands in the Commonwealth, the availability of "large seed" is becoming more common. "Large seed" is described as 1" (25 mm) juvenile oysters or ¾" (12-15 mm) quahog seed, where both species are capable of being planted directly into the field at the acquired size without any nursery culture. The purchase of large seed as an option for the Town

of Wellfleet minimizes the effort and risk of rearing the shellfish seed from a smaller size; however, the cost of the risk assumed by the commercial nursery operator is reflected in the higher cost for purchasing the seed (Table 3).

SIZE (mm)		PRICE (Per 1,000 SEED) - Includes Cash/Check Discount		
Sieve Size (mm)	Size Range of Seed Actual Size in Millimeters (mm)	Quahog <i>M.Mercenaria</i>	Oyster * <i>C.Virginica</i>	Surfdam <i>S.Solidissima</i>
R-1.5	2.0 – 3.2	\$13.00	\$11.25	\$12.00
R-2	3.2 – 4.2	\$15.50	\$13.00	\$15.00
R-3	4.2 – 5.3	\$18.00	\$18.00	\$17.00
R-4	5.3 – 8.0	\$22.50	\$23.50	\$22.00
R-6	8.0 – 11.0	\$28.00	\$31.00	\$26.00
R-8	11.0 – 16.4	\$35.00	\$39.00	—
R-12	15.0 – 20.0	\$52.00	\$52.00	—
R-3/4	20.0 – 25.0	\$65.00	\$65.00	—

Table 3. An example of a 2019 price list for a variety of oyster seed sizes, including large seed (Aquacultural Research Corporation, Dennis, MA).

#### Cost Analysis:

To provide a full assessment of the options available to the Town of Wellfleet for supplying oyster and quahog seed for resource enhancement in town waters, a preliminary estimate of capital construction costs and operational costs for 10 years of seed production is provided in Table 4. The 10-year interval was selected as that is a conservative estimate of the life-expectancy of the upweller systems in terms of major components (i.e. pumps and/or rafts). For the purpose of this analysis, a 25% mortality rate is built into the initial four options.

Options 1 and 2, installation within one of the two available buildings, were nearly identical in their engineering requirements for the upweller system and resulted in the largest capital costs for construction (\$103,635 for 3 Kendrick Avenue with the Shellfish Shack costing slightly less at \$100,035). The high capital costs are driven primarily by the long run of piping (2x 1,000+ ft for intake and 250 ft for discharge) that would be required to gain a reasonable source of pumped seawater. These cost estimates do not include the actual costs for renovating either building structure to allow for the installation to happen.

Option 3, the capital cost of installation at the foot of the L-pier was considerably less than the other land-based options (\$51,010) due to the shorter runs of intake and discharge piping and the presence of the pier infrastructure to allow for support of the piping system.

Option 4 (FLUPSY) resulted in the lowest capital construction cost (\$31,850) as the primary investment was the purchase of three turn-key systems that are ready to be sited and the marina slips commonly used are already available for FLUPSY operations.

From an operational perspective (primarily electrical costs, system maintenance and seed purchase), Options 1 through 3 costs for operating the shellfish production system over a ten year interval were identical (\$283,780) as the two primary costs, seed purchase and electrical power costs, were the same. The FLUPSY operational costs were slightly lower than the previous three (\$264,570) due to the reduced electrical power needs for pumping. Option 5 (Large Seed) was three-times more costly than all of the other options (\$877,500) due to the significant increase in cost of the seed purchase.

Estimate of costs for each upweller option			Land-based upwellers		FLUPSY	Large Seed
			3 Kendrick Ave or Shellfish Shack	L-Pier		
Item	# units	Estimated Unit Cost	Total cost	Total cost	Total cost	Total cost
<b>Equipment</b>						
Upweller tanks with bins	3	\$7,345	\$22,035	\$22,035		
5 hp centrifugal or submersible pump	3	\$5,000	\$15,000	\$15,000		
Extra Power Cord (600 ft)	600	\$10/ft	\$6,000			
FRP Intake Strainer	2	\$2,500	\$5,000			
Pump Electrical Disconnects	2	\$500	\$1,000	\$1,000		
6" HDPE Pipe w/ installation	1070'	\$15/ft	\$32,100			
6" HDPE Pipe w/ installation (on pier)	270'	\$12.50/ft		\$3,375		
6" Precast pipe ballast	60	\$200	\$12,000			
4" Flex Hose	2 x 25'	\$30		\$1,500		
S/S Davit for dock	1	\$2,500		\$2,500		
8" HDPE discharge pipe	250'	\$30	\$7,500			
8" HDPE discharge pipe (on pier)	130'	\$20		\$2,600		
FLUPSY	3	\$9,950			\$29,850	
<b>Installation</b>						
Pump Electrical Panel	1	\$2,000	\$2,000	\$2,000	\$2,000	
1-Phase to 3-Phase converter	1	\$1,000	\$1,000	\$1,000		
<b>Subtotal: Capital costs</b>			\$103,635	\$51,010	\$31,850	\$0
<b>Operational (150 days per year x 10 years)</b>						
Electrical power (submersible pumps)	137.6 kwh/d	\$0.20/kwh	\$41,280	\$41,280		
Electrical power (FLUPSY)	51.9 kwh/d	\$0.20/kwh			\$15,570	
Replacement pump (FLUPSY Ice Eater)	10	\$650			\$6,500	
<b>Seed cost (x 10 years)</b>						
2mm oyster seed	1000 x 10	\$11.25	\$112,500	\$112,500	\$112,500	
2mm quahog seed	1000 x 10	\$13	\$130,000	\$130,000	\$130,000	
25mm oyster seed	750 x 10	\$65/1,000				\$487,500
15mm quahog seed	750 x 10	\$52/1,000				\$390,000
<b>Subtotal: Operational costs</b>			\$283,780	\$283,780	\$264,570	\$877,500
<b>Total cost: capital construction and 10 years operation</b>			\$387,415	\$334,790	\$296,420	\$877,500

Table 4. An analysis of the estimated capital costs for the installation of the 5 options for producing shellfish seed for enhancement in the Town of Wellfleet. Additionally, an estimate of the operational costs for 10 years of operations to produce annual amounts of 750,000 juvenile oysters (valve length = 1" (25mm) and 750,000 quahogs (valve length = ¾" (15mm) are included. These cost estimates are based on TAG's best approximation of current costs for the component parts (excluding labor) and have been compiled for comparison purposes only. An estimate of true cost for each installation is dependent on the finalized design of each facility and may be greater than that described in this table.



## **Conclusions:**

In order to further enhance the shellfish resources in Wellfleet waters, the Shellfish Department initiated an analysis of the application of upweller nursery technology to rear small shellfish post-set (2 mm oysters and clams) to a size that allows for direct release into the waters of the town. While upweller nursery systems are a standard tool in rearing shellfish seed, the application of the technology requires careful analysis as the potential application of the technology is a site-specific decision. Based on a preliminary assessment of the installation of a shellfish upweller at four locations in the vicinity of the town pier and compared to the option of purchasing the seed in a size ready for field release, the following summary review is presented.

- Options 1 and 2: both buildings are in advanced stages of disrepair and will require considerable expense to upgrade them to a point to allow installation of an upweller nursery. Installing 1,000 feet or more of piping to supply and 250 ft to discharge seawater from the facility will be expensive and difficult to permit through the coastal dune field and beach. The land-based centrifugal pump system will require extra engineering to ensure correct operation as a vacuum prime system may be required. The installation capital costs, over and above the building renovation, are almost twice as costly as Option 3 and three times as much as Option 4. Overall, a preliminary assessment suggests that neither of these facilities would be a viable option for the installation of the nursery system, driven primarily by the lack of ready access to seawater.
- Option 3: installing the nursery system at the foot of the L-pier is the most logical location for a land-based system. To do so would take away the parking at the base of the pier as the tanks will require a relatively large foot print. Submersible pumps for this system will be more easily installed and operated with adequate support structure associated with the dock infrastructure as will the discharge piping. The primary drawback may be the lack of depth of water adjacent to the dock to allow for the installation of submersible pumps (further investigation is required), although an intermittent pumping schedule (governed by the tidal cycle) may be able to counter this deficiency.
- Option 4: FLUPSYs offer the most cost-effective means to rear the shellfish seed proposed. However, their extra water depth requirement may prohibit their installation anywhere in the vicinity of the Town Dock system. The bathymetry in the vicinity of the marina suggests that there is not enough water depth in that area to support the FLUPSY concept. If an alternative site with adequate water depth could be identified, the FLUPSY design would be the most cost-effective technology to adopt.
- Option 5: the purchase of field ready large seed is the simplest and easiest means to enhance local shellfish stocks; however, the cost is approximately triple the cost of installing and operating three FLUPSYs for 10 years and doubles the L-pier option; however, the labor (not considered in this analysis) is significantly reduced with this option.

Overall, one option that was not discussed in this report is the continued addition of cultch into the waters of Wellfleet to allow the natural productivity of local waters to provide oyster seed for enhancement purposes. While this option will not help the stocks of quahogs in town waters, the natural oyster productivity of the Harbor and surrounds might lead one to conclude that it is not cost effective to rear and release oyster seed from a nursery. The Town of Wellfleet Shellfish

Department sustains an active annual cultching program that is an effective tool for enhancing oyster resources in the waters of Wellfleet.

The one drawback to utilizing natural oyster set is the variability from year to year in the success of recruiting young-of-the-year oysters to the distributed cultch. Annual variability in natural oyster recruitment is impacted by a variety of conditions, including larval survival, natural predator population fluctuations, overwintering ice damage to young-of-the-year oyster spat and other factors, where all can dramatically alter the natural oyster seed supply in any given year. While it would be prudent to continue to allow Mother Nature to provide oyster seed for the waters of Wellfleet via the cultching program, if the variability in natural oyster sets is of concern then continuing to explore the installation of an upweller nursery is appropriate. A multifaceted shellfish enhancement program provides more stability to the overall success of the shellfish harvest through the variety of enhancement methods.

Natural oyster sets do not influence the stocks of quahogs in Wellfleet waters. If the Shellfish Department believes that continuing enhancement of quahog seed is an important effort then it would be sensible to explore an upweller nursery to culture smaller quahog seed from hatcheries for outplanting at a larger size. The Shellfish Department currently supports a quahog enhancement effort that includes planting under nets so the addition of an upweller to their current efforts would assist in reducing costs for quahog seed while allowing the Department to expand their efforts in quahog enhancement.

It should be noted that a publically available upweller system is an extremely effective means to conduct education on our natural resources. In our experience, people are fascinated by the small shellfish seed commonly held in upwellers and are open to conversations on the conservation of marine resources. By placing an upweller in an area frequented by visitors and maintaining it on a daily basis (as is required), Wellfleet has an opportunity to expand the awareness and appreciation of our wealth of natural resources on Cape Cod. This is an often overlooked but valuable asset to a shellfish enhancement program that is conducted in public view.

In closing, should the Town of Wellfleet decide to continue on with the installation of an upweller nursery for shellfish enhancement, the most viable option appears to be the installation of the upweller at the foot of the L-Pier. With good design, the upweller could be installed at a relatively low cost due to the presence of the existing dock infrastructure, have access to an adequate amount of seawater based on depth profiles along the outboard side of the outer pier, have the utilities nearby to allow for installation and maintenance of the system, avoid the cost of building upgrades and excessive permitting requirements, and provide an easily accessible platform for public education.

**Addendum to the initial report:**

Upon completion of the initial analysis, a sixth option was suggested originating from a small study reported by Joshua Reitsma (Cape Cod Cooperative Extension/Woods Hole Sea Grant) in the newsletter “SEMAC Tidings” published by the Southeast Massachusetts Aquaculture Center (Volume 9, Issue 1, Fall 2017 – Appendix C). As an alternative to the use of an upweller in nursery culture, the researchers investigated the use of an adaptation to the conventional oyster bag by inserting a very small mesh liner (0.75 mm spat bag) to the 9 mm mesh oyster bag. The smaller mesh nursery bag system allowed the culturist to place small (2 mm) oyster seed in bags that could be installed in conventional oyster growout structures and held there until the seed grew to a size that allowed the oysters to be transitioned to the conventional oyster bag.

A cost analysis of this technology as an alternative to growing oysters in an upweller or to purchasing large seed was completed as an addendum to this report and is included in Table 5.

Estimate of costs for each upweller option			Land-based upwellers				Nursery Bags	
			3 Kendrick Ave or Shellfish Shack	L-Pier	FLUPSY	Large Seed	Rack & Bag	Cage
Item	# units	Estimated Unit Cost	Total cost	Total cost	Total cost	Total cost	Total cost	Total cost
<b>Equipment</b>								
<b>Upwellers</b>								
Upweller tanks with bins	3	\$7,345	\$22,035	\$22,035				
5 hp centrifugal or submersible pump	3	\$5,000	\$15,000	\$15,000				
Extra Power Cord (600 ft)	600	\$10/ft	\$6,000					
FRP Intake Strainer	2	\$2,500	\$5,000					
Pump Electrical Disconnects	2	\$500	\$1,000	\$1,000				
6" HDPE Pipe w/ installation	1070'	\$15/ft	\$28,500					
6" HDPE Pipe w/ installation (on pier)	270'	\$12.50/ft		\$3,375				
6" Precast pipe ballast	60	\$200	\$12,000					
4" Flex Hose	2 x 25'	\$30		\$1,500				
S/S Davit for dock	1	\$2,500		\$2,500				
8" HDPE discharge pipe	250'	\$30	\$7,500					
8" HDPE discharge pipe (on pier)	130'	\$20		\$2,600				
<b>FLUPSY</b>								
FLUPSY Raft	3	\$9,950			\$29,850			
<b>Nursery Bags</b>								
Rack & Bag	100	\$65					\$6,500	
10-bag Cage	50	\$150						\$7,500
0.75 mm Spat Bag	500	\$165/50					\$1,650	\$1,650
9 mm Oyster Bag	500	\$6					\$3,000	\$3,000
<b>Installation</b>								
Pump Electrical Panel	1	\$2,000	\$2,000	\$2,000	\$2,000			
1-Phase to 3-Phase converter	1	\$1,000	\$1,000	\$1,000				
<b>Subtotal: Capital costs</b>			\$100,035	\$51,010	\$31,850	\$0	\$11,150	\$12,150
<b>Operational (150 days per year x 10 years)</b>								
Electrical power (submersible pumps)	137.6 kwh/d	\$0.20/kwh	\$41,280	\$41,280				
Electrical power (FLUPSY)	51.9 kwh/d	\$0.20/kwh			\$15,570			
Replacement pump (FLUPSY Ice Eater)	10	\$650			\$6,500			
<b>Seed cost (x 10 years)</b>								
2mm oyster seed	1000 x 10	\$11.25	\$112,500	\$112,500	\$112,500		\$112,500	\$112,500
2mm quahog seed	1000 x 10	\$13	\$130,000	\$130,000	\$130,000			
25mm oyster seed	750 x 10	\$65/1,000				\$487,500		
15mm quahog seed	750 x 10	\$52/1,000				\$390,000		
<b>Subtotal: Operational costs</b>			\$283,780	\$283,780	\$264,570	\$877,500	\$112,500	\$112,500
<b>Total cost: capital construction and 10 years operation</b>			\$383,815	\$334,790	\$296,420	\$877,500	\$123,650	\$124,650

Table 5. Cost analysis as developed for Table 4, with the addition of the 6<sup>th</sup> option of utilizing nursery bags.

In terms of the structures required to house the nursery bags, two different holding systems were considered, a rack and bag system and a bottom cage system. The rack and bag used conventional rebar racks fabricated to hold 5 oyster bags on a single table top. The bottom cage was configured as a 2 x 5 cage that would hold 10 nursery bags in a single unit. Overall, given the density of oyster seed recommended per bag (2,000 seed per bag), it was determined that a total of 500 nursery bags would be required to house the 1,000,000 oyster seed projected for this study.

In analyzing the cost benefit of the nursery bag system compared to the other options discussed (Table 5), two caveats need to be considered with this analysis.

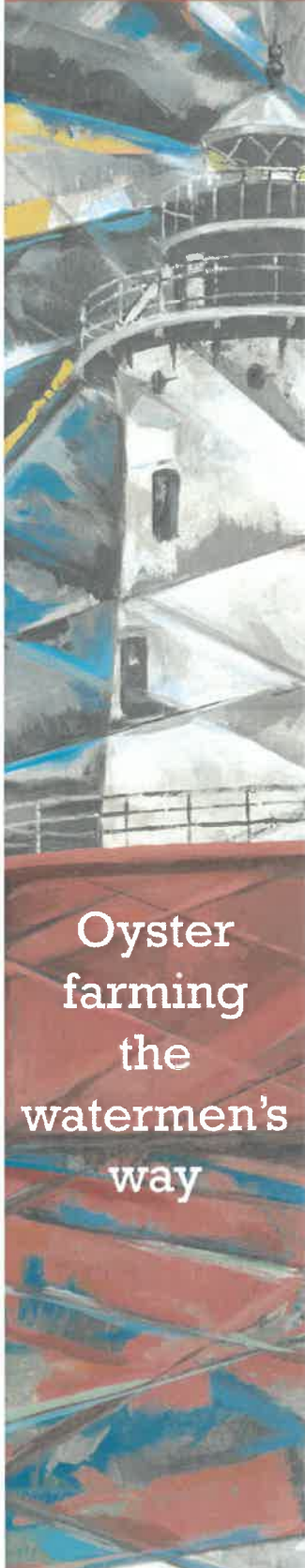
First, this technology is reported for handling oyster seed only. While it may also be applicable to small quahog seed, the nursery bag alternative was not tested for quahog seed in the initial report and is of unknown efficacy. Therefore, to compare like uses of the technologies, it would be reasonable to divide the costs of the original five options approximately in half, as the initial five options were calculated for rearing equal amounts of both oysters and quahogs. While not an ideal means to compare the technologies, it will provide a ball park estimate of the cost of all technologies for comparison purposes.

Second, labor was not included in the previous discussion as it was assumed that the labor cost of operating the various upweller technologies would be approximately equal across all systems, given the similarity in operations. The one exception was addressed in the purchase of large seed where no labor was invested for the maintenance of large seed as that cost is built into the purchase price. However, in analyzing the cost of the nursery bag system, the labor is expected to be significantly higher than for operating an upweller. This factor was noted in the original technical note, where the author reports "It should be noted, scale of production is an important consideration as an upweller will become more efficient as the quantity of nursery bags needed grows with the farm size." It is estimated that the maintenance of 500 nursery bags with fine mesh screens, regardless of the holding system, would result in the necessity to add a minimum of one (and maybe more) full time technician with the sole responsibility of cleaning the bags clear of fouling through the 2-3 months of holding the seed in the nursery system. This estimate is based on the anticipated rate of fouling on the very small mesh (0.75 mm) associated with spat bags. In contrast, it is estimated that 9-10 hours per week of maintenance time would be required to manage an entire upweller system of similar capacity.

Upon comparison of the additional nursery bag technology with the previous five options, it is evident that the initial capital investment cost of the nursery bag system is less expensive than the alternatives. However, the estimated significant increase in labor costs for maintaining the nursery bag system would suggest that nursery bag culture is not as advantageous as initially thought. Furthermore, the lack of evaluation of the nursery bag system for growing quahog seed hinders a complete analysis of this option as an alternative to the original five options. Therefore, we continue to conclude that, should the Town of Wellfleet decide to invest in a shellfish nursery system for enhancement of oyster and quahog stocks in town waters, the most likely technology would be installation of an upweller system located at the foot of the L-pier.

**Appendix A: Information on turn-key upweller systems available from Hooper's Island Oyster Company (Cambridge, MD).**

OYSTER  
AQUACULTURE  
NURSERY  
EQUIPMENT



Oyster  
farming  
the  
watermen's  
way

# Upweller/Downweller

High efficiency, low maintenance

## Description

Hoopers Island Oyster Co's upgraded nursery tanks now have fiberglass silos. Our new fiberglass silos replace the PVC pipe silo series. This maximizes the surface area which increases stocking densities and eliminates the need for PVC pipe risers. The new design increases flow rates, translating to faster growth rates for your farm. Our tank has been specially designed in-house for high efficiency and low maintenance. This new design features a deeper sloped bottom and 4" drain to allow for quick and easy cleaning. The tank is elevated by stands and includes 12 silos. Our tanks allow for upwelling and downwelling, whichever is needed, and arrive ready to use with your pumps/plumbing.

Constructed of fiberglass, each unit includes a tank, silos, protective bottom guard and trough.

## Specifications

- 10'6" x 5'2" Tank
- 10'6" x 10" trough
- (12) 17x17" silos equipped with nylon mesh and protective bottom guard

## Price

Unit Cost                      \$7,345  
Additional Silos\*            \$ 245 each

*\*available in various mesh sizes*

## Benefits

- Tanks with a sloped bottom and 4" drain for quick and easy cleaning
- Use as a static or flow through system
- High efficiency and low maintenance

## Terms

- Lead time is approximately 15 days from placing a 50% deposit
- Extended Spring lead time due to order volume
- Full payment required prior to shipping
- Add 3% for credit card orders



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(410) 397-3664 • [www.Hoopersisland.com](http://www.Hoopersisland.com)

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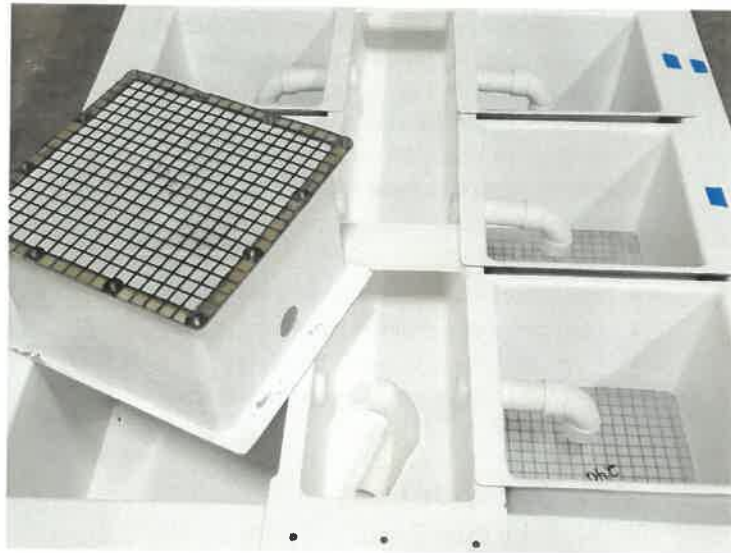
# Upweller/Downweller

High efficiency, low maintenance

## Stocking Density

- 17x17-inch Silo – .5 liter/silo
  - 1mm seed = 600,000 per silo
  - 2mm seed = 270,000 per silo

*One millimeter (1 mm) of growth is expected per week, however, growth rates vary depending on many factors including environmental conditions.*



Oyster  
farming  
the  
watermen's  
way

OYSTER  
AQUACULTURE  
NURSERY  
EQUIPMENT

# Floating Upweller

Maximum efficiency, minimum maintenance.

## Description

Hoopers Island Oyster Co's floating upwellers are specially designed in-house for low maintenance and high efficiency. The unique design incorporates a basket/silo combination to allow easy access to your seed and extend the animals further down into the water column creating more water pressure and higher water flow. Water flow from individual silos is dumped into a centrally located trough with a well and mounted pump to eliminate cavitation.

## Features

All components are constructed on a fiberglass mold using industrial grade fiberglass and polyester resin. Products are finished on both sides with a polyester gel coat. Our tank upweller and floating upweller combo can handle 1-2 million seed per season. Production can be increased by adding additional floating upwellers.

## Benefits

- Easy access to seed for cleaning & grading
- Low maintenance/High efficiency
- Extends oysters further into water column to increase water pressure and float rates

## Unit Components

- ¾ HP Ice Eater Pump
- 8 Silo/Basket Combinations
- One trough
- Two 4'x8'x1' floating dock floats
- One 8'x20' deck

## Complete Unit Price

- Closed Deck \$9,950
- Pick up in Cambridge or we ship worldwide*

## Terms

- Lead time is approximately 30 days from placing a 50% deposit
- Extended Spring lead time due to order volume
- Full payment required prior to shipping
- Add 3% for credit card orders



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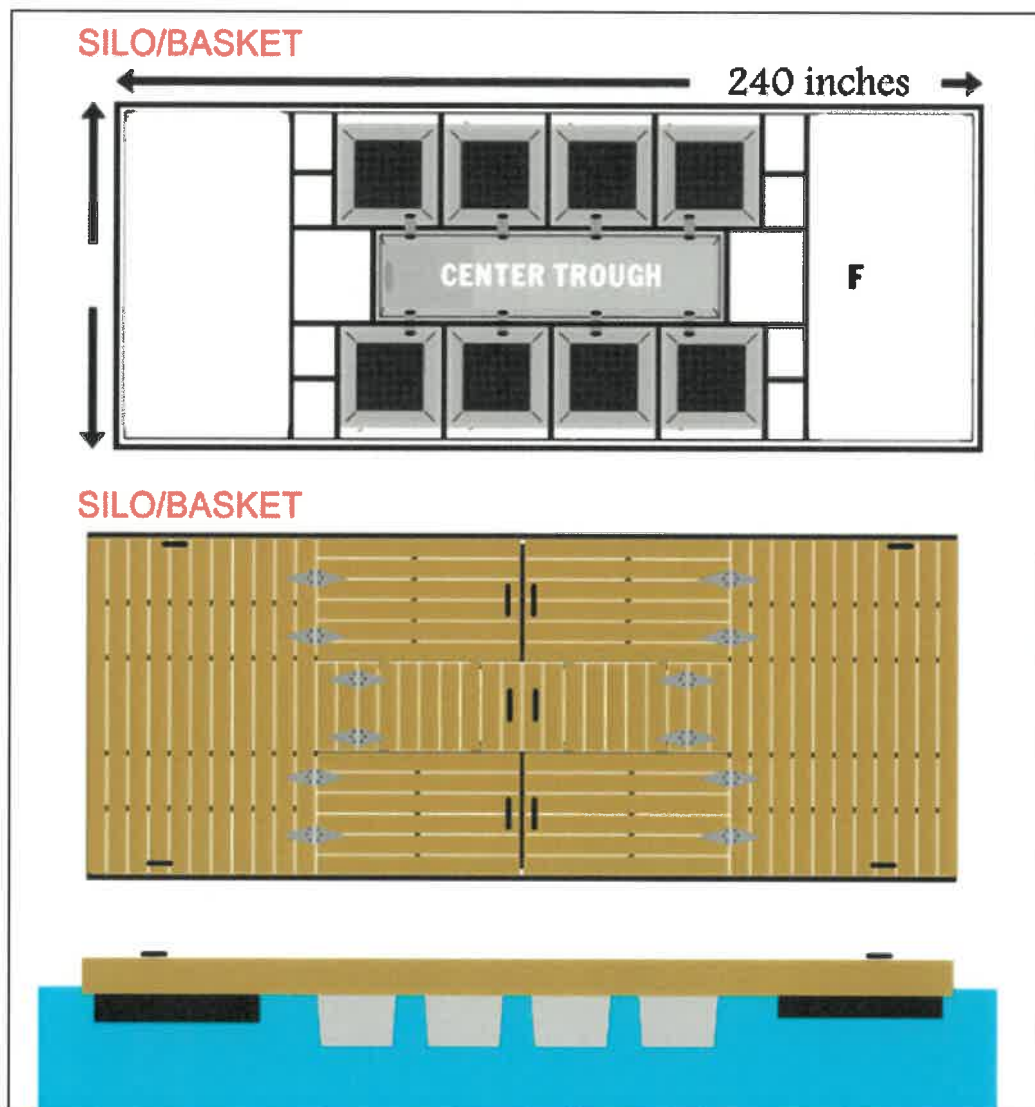
# Floating Upweller

Maximum efficiency, minimum maintenance.

## Stocking Density

- 6 liter/silo
  - 4mm = 60,000 per silo
  - 6mm = 30,000 per silo
  - 8mm = 18,000 per silo
  - 12mm = 3,600 per silo

One millimeter (1mm) of growth is expected per week, however, growth rates vary depending on many factors including environmental conditions.



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**Appendix B: Information on a 5 hp submersible pump that has been an effective system for seawater applications.**

# VANCS Series



The **VANCS SERIES** submersible pump is designed for handling raw sewage, wastewater, industrial and commercial sump pump applications. The **VANCS SERIES** has a proven track record for offering long life in both continuous and intermittent sump applications. With the pump made of complete molded resin material and all other parts coming in contact with the pump liquid in either 304 SS or Titanium.

- Residential, commercial, industrial, effluent, wastewater and site drainage.
- Chemical spill containment
- Raw water supply from rivers or lakes.
- **For TM Series: Titanium components increases corrosion resistance in a wide variety of applications. Ideal use for salt wastewater, site drainage and bilge pumps**
- **Automatic Operation and Auto Alternating Operation are available**

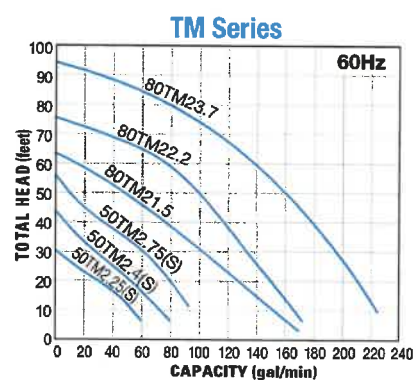
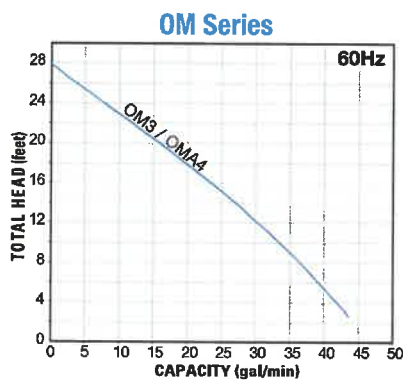
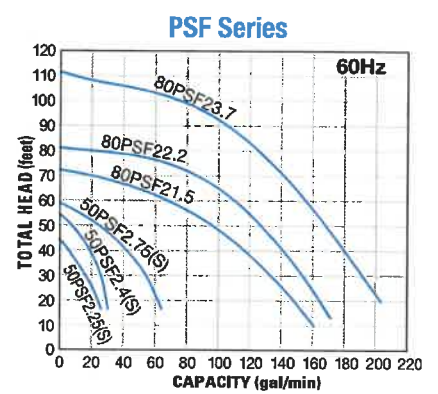
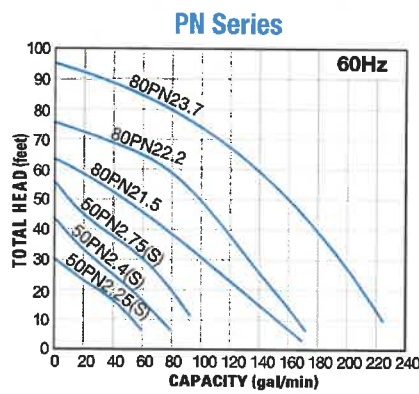
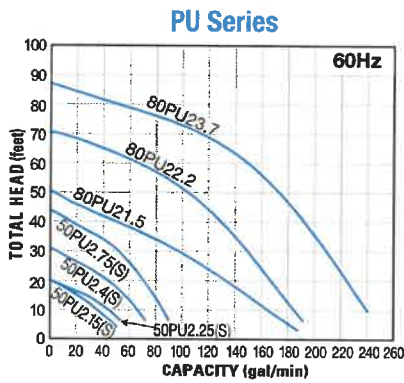


## ☑ AUTO DUPLEXING - MADE SIMPLE

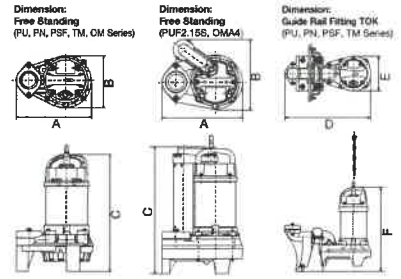
VANCS Series pumps are available with automatic duplexing capabilities eliminating the need for a duplexing control panel\*. The auto-alternating model has three floats and can be identified by the suffix "W". Refer to standard specifications for availability and model numbers. It is available in the same output range of the automatic pumps.

\*Note: Must be installed in accordance with all National or Local Electrical or Building Codes.

## ■ Performance Curves



# Specifications



S.S = Synchronous Speed  
 \* Rated Current 440V

OM Series	Single Phase Model	Motor Output (HP)	Rated Current (A)		S.S. (RPM)	Discharge Size (in.)	Dimensions (in.)			Max. Solids Dia. (in.)
			115V	230V			Free Standing Models			
			A	B			C			
OM3	1/5	3.2	1.6	3600	1.5	8	5 1/2	12 7/16	0.394	
OMA4	1/5	3.2	1.6	3600	1.5	8	7	12 5/8	0.394	

PU Series	Single Phase Model	Motor Output (HP)	Rated Current (A)				S.S. (RPM)	Discharge Size (in.)	Dimensions (in.)						Max. Solids Dia. (in.)
			115V		230V				Free Standing Models			TOK Guide Rail Models			
			A	B	C	D			E	F					
(TOK)50PU2.15S	1/5	3.2	1.6	3600	2	8 7/8	6 1/16	14 13/16	16 13/16	6 1/16	16 1/8	1.38			
(TOK)50PU2.25S	1/3	4.6	2.3	3600	2	9 5/16	6 3/8	14 3/16	17 3/16	6 3/8	15 3/16	1.38			
(TOK)50PU2.4S	1/2	5.8	2.9	3600	2	9 5/16	6 3/8	14 3/16	17 3/16	6 3/8	15 3/16	1.38			
(TOK)50PU2.75S	1	9.2	4.6	3600	2	9 5/16	6 3/8	14 15/16	17 3/16	6 3/8	16	1.38			

PN Series	Single Phase Model	Motor Output (HP)	Rated Current (A)				S.S. (RPM)	Discharge Size (in.)	Dimensions (in.)						Max. Solids Dia. (in.)
			115V		230V				Free Standing Models			TOK Guide Rail Models			
			A	B	C	D			E	F					
(TOK)50PN2.25S	1/3	4.6	2.3	3600	2	9 5/16	6 3/8	14 3/16	17 3/16	6 3/8	15 3/16	0.394			
(TOK)50PN2.4S	1/2	5.8	2.9	3600	2	9 5/16	6 3/8	14 3/16	17 3/16	6 3/8	15 3/16	0.394			
(TOK)50PN2.75S	1	9.2	4.6	3600	2	9 5/16	6 3/8	14 15/16	17 3/16	6 3/8	16	0.394			

PSF Series	Single Phase Model	Motor Output (HP)	Rated Current (A)				S.S. (RPM)	Discharge Size (in.)	Dimensions (in.)						Max. Solids Dia. (in.)
			115V		230V				Free Standing Models			TOK Guide Rail Models			
			A	B	C	D			E	F					
(TOK)50PSF2.25S	1/3	4.6	2.3	3600	2	9 5/16	6 3/8	14 3/16	17 3/16	6 3/8	15 3/16	0.315			
(TOK)50PSF2.4S	1/2	5.8	2.9	3600	2	9 5/16	6 3/8	14 3/16	17 3/16	6 3/8	15 3/16	0.315			
(TOK)50PSF2.75S	1	9.2	4.6	3600	2	9 5/16	6 3/8	14 15/16	17 3/16	6 3/8	16	0.315			

TM Series	Single Phase Model	Motor Output (HP)	Rated Current (A)				S.S. (RPM)	Discharge Size (in.)	Dimensions (in.)						Max. Solids Dia. (in.)
			115V		230V				Free Standing Models			TOK Guide Rail Models			
			A	B	C	D			E	F					
50TM2.25S	1/3	4.6	2.3	3600	2	9 5/16	6 3/8	14 3/16	N/A	N/A	N/A	0.394			
50TM2.4S	1/2	5.8	2.9	3600	2	9 5/16	6 3/8	14 3/16	N/A	N/A	N/A	0.394			
50TM2.75S	1	9.2	4.6	3600	2	9 5/16	6 3/8	14 15/16	N/A	N/A	N/A	0.394			

Appendix C: Tech Talk section of the SEMAC newsletter (SEMAC Tidings, Volume 9, Issue 1, Fall 2017) discussing the use of nursery bags.

# SEMAMAC TIDINGS

SOUTHEASTERN  
MASSACHUSETTS  
AQUACULTURE  
CENTER

SEMAMAC



VOLUME 9 ISSUE 1

FALL 2017

## Board of Directors

Michael Maguire, Co-chair  
Cape Cod Cooperative Extension  
Dr. Judith McDowell  
Woods Hole Sea Grant (alternate)

Rick Karney, Co-chair  
Martha's Vineyard Shellfish Group  
Dave Grunden (alternate)

Chris Sherman  
MA Aquaculture Association

Ed Baker  
Finfish Culturist  
Dr. Wayne Miller (alternate)  
Keith Wilda (alternate)

Dale Leavitt  
Roger Williams University

Scott Lindell  
Woods Hole Oceanographic  
Institution

Conrad Caia  
Shellfish Constable, Yarmouth

Richard Kraus  
Aquacultural Research Corporation

Andrew Cummings, Wellfleet  
Shellfish Culturist  
Joel Fox (alternate)

Chris Gargiulo, Cotuit  
Shellfish Culturist

Gregg Morris, Duxbury  
Shellfish Culturist  
John Brawley (alternate)

Jennifer Mullin, Barnstable  
Shellfish Culturist

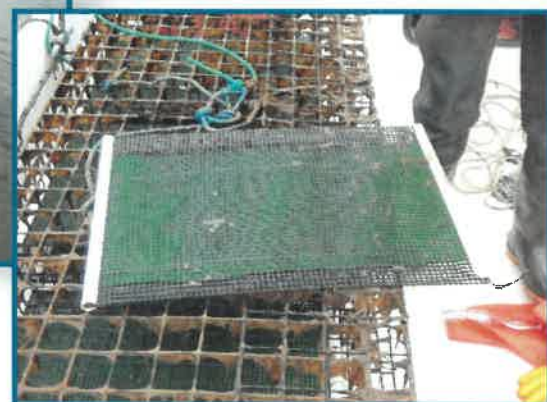
## TECH TALK

### Experiences Starting Small Oyster Seed Without an Upweller

By way of Joshua Reitsma

Upwellers have become so standard in oyster farming over recent years it seems small oyster seed is considered to have poor nursery survival unless an upweller is used. While juvenile oysters may be most vulnerable to predation and the elements at their smallest size there may still be viable alternatives to upwelling systems. Initial research from Auburn University in Alabama has indicated transferring seed to nursery bags at small sizes can improve growth without sacrificing survival of the seed (Taylor et al. 2013). To further demonstrate the potential for upwelling alternatives, two trials at growing small oyster seed with and without upwellers in several MA growing areas were attempted.

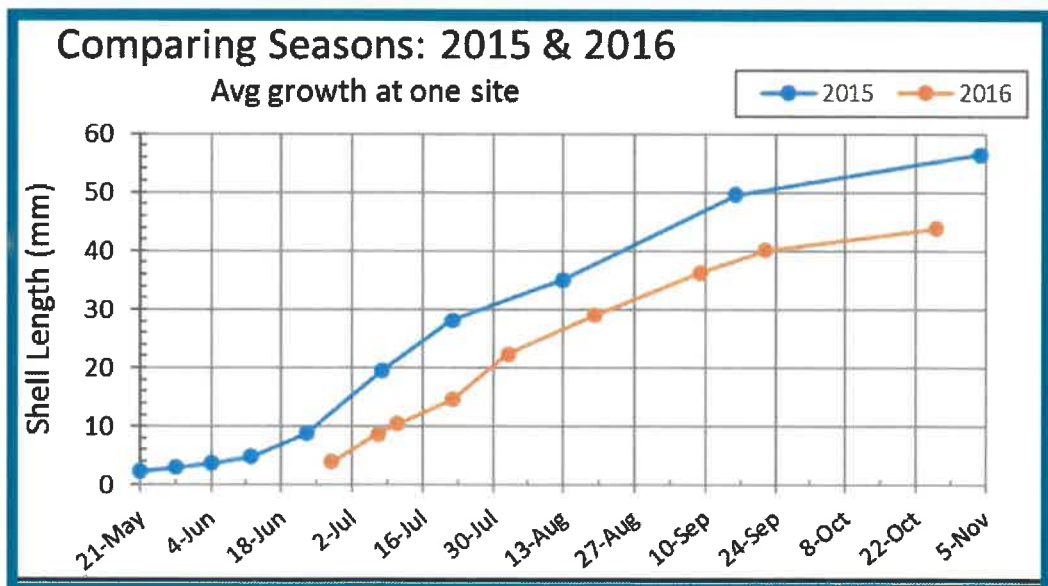
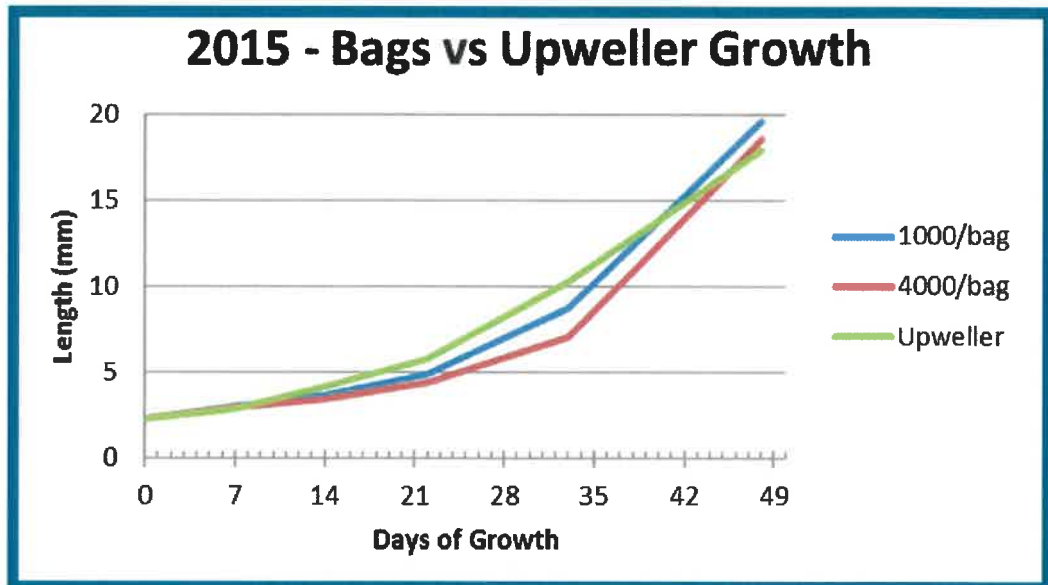
The 2015 field trial began with obtaining oyster seed at an average length of 2.3mm ( $\pm 0.4$ mm) on 5/20/2015, while the 2016 trial started with oyster seed at an average length of 4mm ( $\pm 0.8$ mm) on 6/28/2016. In each year the oyster seed were deployed in at least one traditional upweller, and field nursery bags at different densities. The nursery bags consisted of a 0.75mm (green) spat bag within a 9mm mesh ADPI bag to add structure and allow the spat bags to lay flat without any folding or crumpling of the spat bag. The 2016 trial also added a second bag system fabricated out of stitched fiberglass window screen ( $\sim 1$ mm mesh) to make 2 pouches laid flat inside an ADPI bag just like the spat bag system. The seed bags were flipped and measured weekly.



## TECH TALK

Oyster growth in both years had oysters exceeding  $\frac{1}{2}$ " (12mm) within 3-7 weeks depending on site, year, and starting size. Upweller comparisons showed a slight growth advantage early before reaching about 10mm in length, thereafter oysters grew just as well or faster in bags compared to upwellers. The yield of surviving oyster seed is one area where the upweller seemed to provide consistently better results. While some nursery bag trials provided yield at or close to 100% of stocking number, particularly with the window screen, results in the nursery bags were more inconsistent than with the upwellers. Regardless, the yield and growth performance was good enough to consider this an alternative to buying larger seed at 2-5 times the price or invest in the more expensive infrastructure.

Starting with 3-4mm oyster seed seems a viable alternative to upwellers in smaller or beginning farm operations if seed are handled carefully. It should be noted, scale of production is an important consideration as an upweller will become more efficient as the quantity of nursery bags needed grows with farm size. Window screen bags worked just as well if not better than spat bags in field deployment of small seed and can be custom designed fairly easily to allow easier handling. The results indicated not to exceed 2000 oyster seed per spat bag (1.11 oysters per cm<sup>2</sup>), except for maybe the very early phase of growth, but if the 2000 seed can be further subdivided as was done with the window screen pouches (1.67 oysters per cm<sup>2</sup>) both growth and yield per unit of surface area improved. Getting seed at a time of year when temperature and food in the water spurs rapid growth will also limit time needed in the small mesh which can foul over quickly, growth was much more rapid in June for us.









## BOARD OF SELECTMEN

AGENDA ACTION REQUEST

Meeting Date: May 28, 2019

V

### BUSINESS – C

<b>REQUESTED BY:</b>	<b>Town Administrator</b>
<b>DESIRED ACTION:</b>	<b>Acceptance of SPAT Grant award to Wellfleet Shellfish Department in the amount of \$17,700</b>
<b>PROPOSED MOTION:</b>	<b>I move to approve the acceptance of the SPAT Grant award to the Wellfleet Shellfish Department in the amount of \$17, 700.</b>
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):
<b>VOTE:</b>	Yea _____ Nay _____ Abstain _____





# Wellfleet Shellfish Department



300 Main Street, Wellfleet, Massachusetts 02667

## PROPOSAL REQUESTING FUNDING FOR COMMUNITY RECREATIONAL SHELLFISHING PROGRAM

**Date:** May 1, 2019  
**To:** Wellfleet SPAT Board of Directors via Michele Insley, Executive Director  
**From:** Nancy Civetta, Shellfish Constable, and John Mankevetch, Assistant Shellfish Constable for Propagation, Town of Wellfleet  
**Re:** Wellfleet Shellfish Department Community Recreational Shellfishing Program

Dear SPAT board of directors:

Given your new direction and efforts to help the collective shellfishing community and Wellfleet Harbor overall, we come to you with a funding request for our new recreational shellfishing program. We are initiating this program to create a robust recreational shellfishery for our community and visitors and to ensure a sustainable shellfishery overall for Wellfleet Harbor by establishing rotational spawning sanctuaries.

We will be closing to shellfishing an area of approximately 12 acres at Burton Baker Beach from about May 30 until September 16, 2019. This area is within the boundaries of the town's "recreational only" shellfishing area. It will allow us to concentrate a variety of propagation efforts there, including:

- planting 50-100 bushels of contaminated relay quahogs (a state program that mandates a closure until Sept. 16 to ensure that clams can spawn and add to our natural shellfish resources)
- placing about 15,000 pounds of whole sea clam shell as cultch to provide habitat for oyster spat (a cost-effective way to ensure future generations of oysters)
- adding tens of thousands of juvenile oysters (seed) to attract oyster spat (which we will begin collecting ourselves on Chinese hats this year)

To do this, we will need to invest in shellfish inputs as well as equipment for implementation and ongoing services, such as outfitting our cultch barge, hauling sea clam cultch and buying Chinese hats for collecting oyster spat. In the coming years, we can implement rotational closures back and forth between the current proposed area and another zone within the recreational only area near the breakwater.

**The total we are requesting is \$17,700.**

In 2018, Wellfleet was first in the commonwealth of Massachusetts for shellfish sales, representing more than \$6.8M to local shellfishermen and highlighting the importance of this industry as a year-round economic engine for the town. In 2018, from June-

Phone (508) 349-0325



Fax (508) 349-0305

September alone, when recreational shellfishing is allowed on Sundays and Wednesdays only at the Indian Neck recreational area, a total of 1,237 recreational users harvested about 80,000 oysters and about 25,000 clams. It is clear that many people in our community derive joy from recreational shellfishing. SPAT's support of these efforts will assist the Wellfleet Shellfish Department in creating a sustainable shellfishery for our community into the future.

I am attaching our 2018 Annual Report, as well as a document about the benefits of sea clam cultch and a map of the spawning sanctuary area.

The Wellfleet Shellfish Department thanks you for your consideration. We would welcome the opportunity to come speak with you about our plans in more detail. As always, John Mankevetch and I are available to answer any questions you may have.

Sincerely,



Nancy Civetta  
Shellfish Constable  
617-901-7193

John Mankevetch  
Assistant Shellfish Constable for Propagation  
508-962-0691



March 22, 2019

Nancy Civetta, Shellfish Constable  
Wellfleet Shellfish Department  
300 Main Street  
Wellfleet, MA 02667

Dear Nancy,

On behalf of the entire Board of Directors of Wellfleet SPAT, Shellfish Promotion and Tasting, Inc., I am pleased to inform you that the Wellfleet Shellfish Department has been awarded a SPAT Community Grant in the amount of \$17,700 in support of the department's new recreational shellfishing initiative. SPAT values this program and how it fosters appreciation of the commercial industry, encourages people to interact with the environment and promotes tourism. In short, we enthusiastically support the recreational shellfishing program, as it is a benefit to everyone.

Please consider this grant as a contribution to the 2019 shellfishing season. By accepting this award, the Wellfleet Shellfish Department agrees to the following:

- Planting 50-100 bushels of contaminated relay quahogs and instituting rotational closures/spawning sanctuary
- Placing an estimated 15,000 pounds of whole sea clam cultch in the harbor to provide habitat for oysters spat
- Collecting oyster seed on Chinese hats to distribute in the harbor
- Recognize SPAT's support of this program with signage at recreational harvest areas, at the WSD office or as appropriate
- Quarterly reporting of the success and/or challenges of this new initiative

Please do keep SPAT in mind for future collaborations. We applaud and encourage the efforts of the Wellfleet Shellfish Department toward creating a sustainable shellfishery. Thank you again for efforts to support the shellfishing community of Wellfleet.

Sincerely,

Michele Insley  
SPAT Executive Director

Wellfleet SPAT, Shellfish Promotion and Tasting, Inc. • P. O. Box 2156 • Wellfleet, MA 02667  
508.349.3499 • [www.wellfleetspat.org](http://www.wellfleetspat.org)





# TOWN OF WELLFLEET

300 MAIN STREET WELLFLEET MASSACHUSETTS 02667

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

[www.wellfleet-ma.gov](http://www.wellfleet-ma.gov)

BOARD OF  
SELECTMEN

TOWN  
ADMINISTRATOR

ASSISTANT  
TOWN ADMINISTRATOR

Board of Directors

Michele Insley, Executive Director

Wellfleet SPAT

P. O. Box 2156

Wellfleet, MA 02667

May 28, 2019

We want to thank all of you for your ongoing commitment to enhancing the Town of Wellfleet's shellfishing programs to the benefit of all in our community.

When we look back over the past four years of our renewed collaboration, we see a testament to the strength of your nonprofit organization and its dedication to its mission to "sustain Wellfleet's shellfishing and aquaculture industries." Kudos for all your hard work, dedication and perseverance. We are grateful to be closely partnering with SPAT on its events and promotions, and especially to be receiving such generous and targeted financial support.

In 2016, SPAT provided \$15,000 to help fund our benthic mapping project of Wellfleet Harbor with the Center for Coastal Studies. In 2017, you awarded the Shellfish Department a \$12,000 grant to help jumpstart its propagation efforts to buy oyster and clam seed destined for both the recreational and commercial fisheries. In 2018, you donated \$10,000 to the Town's dredging fund for Wellfleet Harbor, and now in 2019, \$17,700 to fund the Shellfish Department's recreational shellfishing programs.

The total of this grant funding from SPAT is close to \$55,000! We are humbled and thankful and look forward to continuing to work together to create a sustainable fishery into the future to the benefit of all our residents and visitors, as well as our harbor's shellfish resources and waters.

Sincerely,

Janet Reinhart  
Chair

Kathleen Bacon  
Vice Chair

Michael DeVasto  
Clerk

Helen Miranda Wilson

Justina Carlson







## BOARD OF SELECTMEN

AGENDA ACTION REQUEST  
Meeting Date: May 28, 2019

V

### BUSINESS – D

<b>REQUESTED BY:</b>	<b>Town Administrator</b>
<b>DESIRED ACTION:</b>	<b>Discussion of Selectmen's Policy on Marijuana Dispensaries</b>
<b>PROPOSED MOTION:</b>	<b>TBD</b>
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):
<b>VOTE:</b>	Yea _____ Nay _____ Abstain _____





## BOARD OF SELECTMEN

AGENDA ACTION REQUEST  
Meeting Date: May 28, 2019

V

### BUSINESS – E

<b>REQUESTED BY:</b>	<b>Town Administrator</b>
<b>DESIRED ACTION:</b>	<b>Discussion of HDYLTA</b>
<b>PROPOSED MOTION:</b>	<b>TBD</b>
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):
<b>VOTE:</b>	Yea _____ Nay _____ Abstain _____





## BOARD OF SELECTMEN

AGENDA ACTION REQUEST  
Meeting Date: May 28, 2019



### BUSINESS – F

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





# Board of Selectmen

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## Request for Placement on Agenda

Name: Zachary Ment

Address: 4 Bridge Lane, Truro MA 02666

Company or Organization Representing: The Old Bank, LLC

Phone Number: 508-514-1212

Email Address: zac@theoldbankwellfleet.com

Specific Request: That the Board consider and approve a Host Community Agreement for a Retail Marijuana Establishment "RME" at 10 Main Street, including language that would allow The Old Bank LLC to "co-locate" a Registered Marijuana Dispensary "RMD" at the same location when it becomes economically and legally viable for it to do so.

And, a "letter of non-opposition for a The Old Bank, LLC to operate a RMD at the same location.

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**To be Filed out by Dept.**

Applicant Notified: \_\_\_\_\_ Date of Hearing: \_\_\_\_\_

Date Request Completed: \_\_\_\_\_





The Old Bank, LLC  
PO Box 553  
Truro, MA 02666

RE: Request for Host Community Agreement

Dear Ms. Reinhart and Members of the Select Board:

I would like to reiterate my request that the Board execute a Host Community Agreement for a Retail Marijuana Establishment for The Old Bank LLC at its proposed location of 10 Main Street.

I completely understand that the board has been authorized to limit the number of Marijuana Establishments they license in the town pursuant to Section 47 of Wellfleet's general by-laws:

*Marijuana Establishment Bylaw A. The number of licenses for registered, retail "Marijuana Establishments", as defined by G.L. Chapter 94G, Section 1, may be limited or granted at the discretion of the Selectboard, serving as the Licensing Board, provided that the minimum number of establishments licensed shall not be less than 20% of the number of liquor licenses presently issued within the Town for the retail sale of alcoholic beverages not to be drunk on the premises where sold (pursuant to G.L. Chapter 138, section 15).*

However, please consider the following factors in your deliberation over placing a hard limit on the number of Host Agreements you are willing to sign.

1. **The existence of a Host Agreement is not the same thing as licensing a Marijuana Establishment. And there are currently ZERO (0) Marijuana Establishments licensed in Wellfleet.** Furthermore, all five (5) Host Agreements that have been negotiated by the Town (including this one) are conditional on receiving all state and local approvals, including being issued a business license from the Select Board itself. Statewide, less than 50% of executed Host Agreements end up being approved by all applicable state and local authorities<sup>1</sup>. And there are other business factors that could leave an establishment with a Host Agreement unable open its doors<sup>2</sup>.

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<sup>1</sup> Data provided by the Cannabis Control Commission shows the number of withdrawn state license applications= 260 approved = 144 under review = 259). Under the Medical Use of Marijuana Program which has a longer track record, 49 Dispensaries were approved for sale, but 64 have submitted applications that included a "letter of non-opposition" (the predecessor document to the Host Agreement) more than 2 years ago, but failed to open their doors.

Sources: <https://opendata.mass-cannabis-control.com/stories/s/eteq-dp5h>  
<https://www.mass.gov/files/documents/2019/05/17/rmd-status-through-may-15-2019.pdf>

<sup>2</sup> For example, Nature's Alternative was granted the second Host Agreement this Board approved, but they could not successfully negotiate a lease with thier landlord at the old general store. They were able to find another suitable location, and their change of address was approved by the Board, but that may not happen next time a lease falls through.

Therefore, a decision not to sign this Host Agreement solely based on the fact that you have already signed 4 may not be compliant with your mandate to *license at least three* per Section 47 of the Town's general by-laws.

- 2. Refusing to execute enough Host Agreements could unintentionally limit the Zoning Board of Appeals' (ZBA) discretion to grant special permits based on the specifics of each proposal's net effect on the Town and its neighborhood.** Section 8.4.2 of Wellfleet's zoning by-law prohibits the ZBA from "grant[ing] a special permit unless it finds that the benefits of the proposal to the town will outweigh any adverse effects on the Town and the neighborhood..." In effect, with less qualified applicants in receipt of a Host Agreement, the ZBA would reasonably feel extra pressure to grant an application over the legitimate objections of neighbors in order to satisfy the documented will of the Town and the State Law requiring three or more Marijuana Establishments to be licensed in Wellfleet.

I appreciate Ms. Wilson's point at our last meeting that the ZBA is and should be independent from the Select Board. To her point, limiting the pool of qualified applicants by restricting the number of Host Agreements so close to the mandated three would put undue pressure on the ZBA's ability to use its own process and discretion for the good of the Town. My suggestion was simply that if the Board believed that the benefit to the Town of a 4th or 5th, or 6th Marijuana Dispensary is unlikely to outweigh its benefits, it could express that opinion in a letter to the ZBA, which could become a factor for the ZBA to consider at their discretion. Under that scenario, it is unclear whether this Board would have to relinquish some control over *exactly* how many such establishments could legally operate in the town; perhaps you could limit the number of establishments to receive an actual business license. But wouldn't limiting dispensaries based on the relative quality of their location, vehicular and pedestrian safety, their business plan, the viability of their plan to service our year-round population, and so on, be better for the people of Wellfleet than limiting them on a quasi-first-come-first-serve-basis?

- 3. At the time of my original request for a Host Agreement, only two (2) such agreements had been executed by the Town and no limit had been established.** Please consider whether it is fair, or wise, to decide on a new policy to limit the number of outstanding Host Agreements before first considering whether to execute this Host Agreement on its own merits.

My original request for a Host Agreement was submitted to Town staff on March 7, 2019, 1:34 PM.<sup>3</sup> My original inquiry to town staff was made in mid-February and the official request for hearing was made before the deadline to be added to the March 12th

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<sup>3</sup> Please see the attached request for hearing, letter to the Board and email correspondence with Town Staff

meeting. However, I was scheduled for a later hearing date of March 26th. Town staff explained that the reasons for the later hearing date were:

1. the "hearing agenda was full" , and
2. I was being placed "on the same agenda as other applicants out of fairness to them." <sup>4</sup>

When my request for hearing was added to the agenda for March 26th, the agenda item was listed as "presentation" rather than a request for a Host Agreement, at the unilateral discretion of Town staff despite the fact that the Agreement is nearly identical to other such agreements already executed by the Select Board. In fact, an effectively identical agreement to the one I am requesting was on that agenda-and approved by the Board. That applicant had indeed presented at an earlier meeting and was the 4th applicant to present. However,

1. their original presentation materials were not submitted before the deadline to submit materials for a Select Board hearing,
2. were (and have still) not been made available to the public; and
3. their Host Agreement was the third (3rd) Host Agreement signed by the Board, despite being the fourth (4th) to present. This is in direct conflict with some Board member's implied assertion that because I was the 5th applicant to present my business plan, I should be considered the 5th applicant for licensure.

At the March 26, 2019 hearing, The Board directed Town staff to come back to the Board with an agreement mutually agreed to by Town Staff and The Old Bank, LLC for the Board to consider specifically "at its next meeting [on April 9, 2019]". <sup>5</sup>

Despite my clear willingness to sign the agreement as written (and previously agreed to with other parties), and going into Town Hall to request that the agreement be added to the agenda every day from April 1st to 5th, I was not placed on the April 9th meeting as requested. And, in the interim period, two other host agreements were executed by the Board:

1. A change of address approval to effectively reinstate a previously signed Host Agreement with Nature's Alternative, and
2. An entirely new Host Agreement with The Grateful Mind, the 4th to be signed.<sup>6</sup>

My request, had it been granted, would have been the 3rd to be executed by the Board. There was no policy in practice to require an applicant to present and then come back in the order they presented. The Board was aware of my request for a Host Agreement

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<sup>4</sup>Direct quote from town staff via telephone and email correspondence

<sup>5</sup> Timestamp 2:00:30 - 2:01:02 of the meeting video recording

<sup>6</sup> The Board had previously agreed to sign a host agreement with The Grateful Mind, but had never executed a specific agreement. At that meeting, the board both heard and voted to grant a Host Agreement at the same meeting, in further contrast to the assertion that my request was not considered when I first requested it, based on past precedence.

when it decided to execute two others, at a hearing I had requested to be on but was not. Only after that, did the Board decide to discuss a limit on how many such agreements it would sign. No other request for Host Agreement was even delayed based on that discussion, despite the fact that every member of the Board has stated in one way or another, that they approve of my business proposal.

The Select Board has clear authority to execute this agreement at their discretion. Setting a policy to limit the number of such agreements to less than 5, at this point, would be using that discretion to effectively deny me the opportunity to pursue the sustainable year-round business that I presented to you in March, chasing another young family out of Wellfleet at the benefit of large multinational corporations.

In closing, I would like to remind the Board that I am proposing to restore and revitalize a vacant property to create a business designed to serve a documented local need, and likely to create good local jobs. My business plan is considerate to our sensitive coastal environment, my neighbors and the Town. No product or customers will be visible from the exterior of the building that I have designed with utmost respect to its historic character. There will be no neon lights nor any other bright signage. No odors, nor loud noises would be produced. Neither loitering nor public use of our products would be tolerated, and I intend to support local educational programs to combat teen drug use and abuse of more dangerous drugs. If there are other stores that get through the rigorous permitting process, allowing customers another option will relieve traffic concerns at the other such establishments in the Town. I have no illusions about the business and political challenges ahead of me. All I need is for you to vote to sign the contract you requested I bring to you over 2 months ago, so that I can continue to pursue my dream.

I look forward to moving past this confusion, and (with a lot of hard work and good luck) becoming a productive member of Wellfleet's business community.

Thank you again for your time and consideration,



Zachary Ment

Founder,  
The Old Bank LLC

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

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

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

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

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

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

**1. Recitals**

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

**2. Annual Payments**

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

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

**A. Community Impact Fee**

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

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

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

**B. Additional Costs, Payments and Reimbursements**

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

**C. Annual Reporting for Host Community Impact Fees**

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

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

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

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

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

### **4. Local Taxes**

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

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



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

## **5. Security**

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

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

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

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

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

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

## **7. Additional Obligations**

### **A. Permitting**

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

#### B. Retained Authority of the Municipality

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

#### C. Annual Reporting

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

#### D. Annual Inspections

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

#### E. Limitations on Other Uses

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

#### F. Improvements to the Property

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

## **8. Re-Opener/Review**

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

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

## **9. Municipal Support**

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

## **10. Term**

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

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

### **11. Successors/Assigns**

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

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

### **12. Notices**

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

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

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

### **13. Severability**

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

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

**14. Governing Law**

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

**15. Entire Agreement**

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

**16. Amendments/Waiver**

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

**17. Headings**

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

**18. Counterparts**

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

**19. Signatures**

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

## **20. No Joint Venture**

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

## **21. Nullity**

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

## **22. Indemnification**

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

## **23. Third-Parties**

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

## **24. Termination**

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

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

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

TOWN OF WELLFLEET

THE OLD BANK LLC

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

---

Zachary Ment  
Founder







## BOARD OF SELECTMEN

AGENDA ACTION REQUEST  
Meeting Date: May 28, 2019

V

### BUSINESS – G

<b>REQUESTED BY:</b>	Chair
<b>DESIRED ACTION:</b>	Change charge, committee size of Dredging Task Force
<b>PROPOSED MOTION:</b>	TBD
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):
<b>VOTE:</b>	Yea _____ Nay _____ Abstain _____





## BOARD OF SELECTMEN

AGENDA ACTION REQUEST

Meeting Date: May 28, 2019

V

### BUSINESS – H

<b>REQUESTED BY:</b>	<b>Parking Task Force, Denny O'Connell</b>
<b>DESIRED ACTION:</b>	<b>Change the committee size of Parking Task Force</b>
<b>PROPOSED MOTION:</b>	<b>I move to increase the authorized membership from 8 to 9 members.</b>
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):
<b>VOTE:</b>	Yea _____ Nay _____ Abstain _____





# Board of Selectmen

## Request for Placement on Agenda

Name: Dennis O'Connell  
Address: P.O. Box 2121, Wellfleet MA 02667  
Company or Organization Representing: Parking Task Force II (PTF)  
Phone Number: 508-349-2162  
Email Address: dennyoc@comcast.net

Specific Request: Per vote of PTF meeting of May 15, 2019,  
the PTF requests the SB vote to increase  
the authorized membership from 8 to 9 members and  
that the SB appoint Bruce Ketcher to the PTF  
Request for May 28 meeting of SB

To be Filed out by Dept. \_\_\_\_\_

Applicant Notified: \_\_\_\_\_ Date of Hearing: \_\_\_\_\_

Date Request Completed: \_\_\_\_\_





## BOARD OF SELECTMEN

AGENDA ACTION REQUEST  
Meeting Date: May 28, 2019

V

### BUSINESS – I

<b>REQUESTED BY:</b>	<b>DPW Director</b>
<b>DESIRED ACTION:</b>	<b>Appoint of Jay Norton as alternate to the Joint Transportation Commission</b>
<b>PROPOSED MOTION:</b>	<b>I move to appoint Jay Norton as the alternate for Mark Vincent to the Joint Transportation Commission.</b>
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):
<b>VOTE:</b>	Yea _____ Nay _____ Abstain _____





## Courtney Butler

---

**From:** Dan Hoort  
**Sent:** Thursday, May 9, 2019 9:34 AM  
**To:** Courtney Butler  
**Cc:** Mark Vincent  
**Subject:** FW: CCJTC

Courtney,

Please put this on the 05/28/19 agenda.

Dan

---

**From:** Mark Vincent <Mark.Vincent@wellfleet-ma.gov>  
**Sent:** Wednesday, May 8, 2019 12:23 PM  
**To:** Dan Hoort <Dan.Hoort@wellfleet-ma.gov>  
**Cc:** Jay Norton <Jay.Norton@wellfleet-ma.gov>  
**Subject:** CCJTC

Dan, Could you have the selectman vote to make Jay Norton my new alternate to the Joint Transportation Commission? Brian Carlson is currently my alternate.  
Thanks Mark





## BOARD OF SELECTMEN

AGENDA ACTION REQUEST  
Meeting Date: May 28, 2019

V

### BUSINESS – J

<b>REQUESTED BY:</b>	<b>Town Administrator</b>
<b>DESIRED ACTION:</b>	<b>Joint representation for Town and Housing Authority</b>
<b>PROPOSED MOTION:</b>	
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):
<b>VOTE:</b>	Yea _____ Nay _____ Abstain _____



## Courtney Butler

---

**From:** Dan Hoort  
**Sent:** Thursday, May 23, 2019 9:55 AM  
**To:** Courtney Butler  
**Subject:** FW: Wellfleet: Sexton v. Town and WHA

Please use this e-mail chain for joint representation agenda item.  
Thanks,  
Dan

---

**From:** Carolyn M. Murray <CMurray@k-plaw.com>  
**Sent:** Thursday, February 28, 2019 4:38 PM  
**To:** Dan Hoort <Dan.Hoort@wellfleet-ma.gov>  
**Subject:** RE: Wellfleet: Sexton v. Town and WHA

Hi, Dan,

Yes, there is a possibility, although at the moment it appears remote. Our title expert does not believe that the Sextons own the property, although he also believes the Town may have taken one parcel for nonpayment of taxes but then conveyed a different parcel to the WHA.

If the Court decided that the Sextons own the property that the Town took by tax title and later conveyed to the WHA, the Sextons will be entitled to damages in the form of compensation for the loss of the property or perhaps the Sextons would want to take back possession of the property, in which case they would want the structure on the site removed. In either scenario, the Sextons are awarded damages to be paid collectively by the defendants, at which point the defendants likely look to one another to see who should be held liable. If the WHA or the Community Development Corp. are assessed any damages, I suspect they would turn to the Town for selling them the wrong parcel, and our interests diverge. Bear in mind that the title insurer is involved in the case, and I assume they will bear the brunt of any damages.

Another option is for us to assume dual representation at this time, and when or if our interests diverge, we can cease representing both and the Town and/or the WHA can find other counsel, similar to the Herring River restoration project.

Let me know if you want to discuss.

Thank you,

Carolyn M. Murray, Esq.  
KP | LAW  
101 Arch Street, 12th Floor  
Boston, MA 02110  
O: (617) 654 1726  
F: (617) 654 1735  
C: (617) 257 9581  
[cmurray@k-plaw.com](mailto:cmurray@k-plaw.com)  
[www.k-plaw.com](http://www.k-plaw.com)

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dissemination of this communication is strictly prohibited. If you have received this communication in error, please delete all electronic copies of this message and attachments thereto, if any, and destroy any hard copies you may have created and notify me immediately.

---

**From:** Dan Hoort [<mailto:Dan.Hoort@wellfleet-ma.gov>]  
**Sent:** Thursday, February 28, 2019 10:23 AM  
**To:** Carolyn M. Murray <[CMurray@k-plaw.com](mailto:CMurray@k-plaw.com)>  
**Subject:** RE: Wellfleet: Sexton v. Town and WHA

If there is a possibility that in the future our interests may not be aligned I don't think we should go forward with joint representation. Can you think of a possibility whereby our interests may not be aligned?

Dan

---

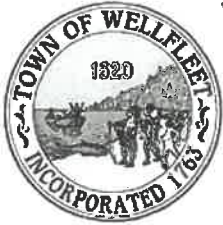
**From:** Carolyn M. Murray <[CMurray@k-plaw.com](mailto:CMurray@k-plaw.com)>  
**Sent:** Wednesday, February 27, 2019 10:41 AM  
**To:** Dan Hoort <[Dan.Hoort@wellfleet-ma.gov](mailto:Dan.Hoort@wellfleet-ma.gov)>  
**Subject:** Wellfleet: Sexton v. Town and WHA

Dan,

You may recall that a few months ago, we talked about whether we could represent the Town and the Housing Authority in this case, and we discussed the fact that the parties' interests are aligned now but there is the possibility of a future conflict between the parties. Peter Freeman, attorney for the WHA, has asked us the status of this discussion. Could we add this to our agenda for March 12?

Carolyn M. Murray, Esq.  
KP | LAW  
101 Arch Street, 12th Floor  
Boston, MA 02110  
O: (617) 654 1726  
F: (617) 654 1735  
C: (617) 257 9581  
[cmurray@k-plaw.com](mailto:cmurray@k-plaw.com)  
[www.k-plaw.com](http://www.k-plaw.com)

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## BOARD OF SELECTMEN

AGENDA ACTION REQUEST  
Meeting Date: May 28, 2019

# VIII

### BUSINESS – K

<b>REQUESTED BY:</b>	<b>Town Administrator</b>
<b>DESIRED ACTION:</b>	<b>Personnel Contracts and MOU Approvals</b>
<b>PROPOSED MOTION:</b>	<b>I move to approve the attached MOU with the Communications Union for fiscal years 2020, 2021, and 2022 and to authorize the signatures on the contract with this MOU incorporated.</b>
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):
<b>VOTE:</b>	Yea _____ Nay _____ Abstain _____





## **Memorandum of Understanding**

This understanding is for the period of July 1, 2019 through June 30, 2022 and is the basis for a three-year contract between the Town of Wellfleet (Town) and the Wellfleet Communications Union (Union).

### **ARTICLE 23: PAY SCALE**

**Section 1.** Full-time telecommunicators shall be paid bi-weekly, based upon the schedules set forth in Attachment A to this contract, which is incorporated herein by reference.

**Section 2.** The Town may waive the probationary pay period and place an employee at a rate of pay at Step 1, Step 2 or Step 3 if, in the discretion of the Town, the employee has prior working experience as a telecommunicator and clerk-telecommunicator.

**Section 3.** Employees hired on or before December 31<sup>st</sup> shall receive their first step increase on July 1<sup>st</sup> of the following year and every July 1<sup>st</sup> thereafter. Employees hired on or after January 1<sup>st</sup> shall receive their first step increase on the first July 1<sup>st</sup> following one full year of employment and every July 1<sup>st</sup> thereafter.

### **ARTICLE 24: EDUCATION INCENTIVE PROGRAM**

Permanent full-time telecommunicator or clerk-telecommunicator shall be eligible for the following incentive program:

\$500.00 dollars for up to and including each (2) day course.

\$600.00 dollars for each course over (2) days but not to include a full semester.

\$800.00 dollars for each full semester course at an educational facility or online.

### **Article 25: LONGEVITY**

Delete the existing article on Longevity and replace it with the following:

- All regular full-time employees shall receive a longevity bonus, based on anniversary date, according to the following schedule: \$375 after five (5) years of continuous service and an additional \$50 per year for each subsequent year. \$700 after ten (10) years of continuous service with an additional \$100 per year for each subsequent year. The longevity bonus shall be paid on the first payroll following the anniversary date to those who qualify by length of continuous service.
- After ten (10) years of continuous employment, any employee who terminates employment with the town and is eligible for longevity bonus shall receive longevity payment for any time earned up to said date of termination of employment. Earned

bonus will be paid at time of termination and shall be prorated if termination date does not coincide with anniversary date.

- Upon the death of an employee who is eligible for a longevity bonus under this article, payment shall be made to his/her estate.

**Agreed upon this 28<sup>th</sup> day of May, 2019.**



**Daniel R. Hoort**  
**Wellfleet Town Administrator**



**Ilene Davis**  
**Wellfleet Communications Union**

**WELLFLEET SELECTBOARD**

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

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

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

<sup>3</sup>  
\_\_\_\_\_  
**Helen Miranda Wilson**

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

<sup>4</sup>

**ATTACHMENT A: PAY SCALE – FULL-TIME EMPLOYEES**

**DISPATCHERS**

	<b><u>FY 2020</u></b>	<b><u>FY 2021</u></b>	<b><u>FY 2022</u></b>
<b>Step 1</b>	\$46,432.51	\$47,593.33	\$48,783.16
<b>Step 2</b>	\$48,765.54	\$49,984.67	\$51,234.29
<b>Step 3</b>	\$51,267.27	\$52,548.95	\$53,862.68
<b>Step 4</b>	\$52,292.62	\$53,599.93	\$54,939.93
<b>Step 5</b>	\$53,338.47	\$54,671.93	\$56,038.73
<b>Step 6</b>	\$54,405.23	\$55,765.36	\$57,159.49
<b>Step 7</b>	\$55,493.33	\$56,880.66	\$58,302.68
<b>Step 8</b>	\$56,603.21	\$58,018.29	\$59,468.74
<b>Step 9</b>	\$57,735.27	\$59,178.65	\$60,658.12

**CLERK 1/DISPATCHERS**

	<b><u>FY 2020</u></b>	<b><u>FY 2021</u></b>	<b><u>FY 2022</u></b>
<b>Step 1</b>	\$56,840.08	\$58,261.08	\$59,717.61
<b>Step 2</b>	\$61,635.40	\$63,176.28	\$64,755.69
<b>Step 3</b>	\$64,345.72	\$65,954.36	\$67,603.22
<b>Step 4</b>	\$65,632.64	\$67,273.46	\$68,955.29
<b>Step 5</b>	\$66,945.29	\$68,618.93	\$70,334.40
<b>Step 6</b>	\$68,284.21	\$69,991.32	\$71,741.10
<b>Step 7</b>	\$69,649.89	\$71,391.14	\$73,175.92





## BOARD OF SELECTMEN

### AGENDA ACTION REQUEST

Meeting Date: May 28, 2019

# VII

## TOWN ADMINISTRATOR'S REPORT

This report is for the period May 11, 2019 through May 24, 2019.

1. General
  - Sexual Harassment Training for Staff on Volunteers is scheduled for June 6th.
  - Town Administrator's office has had 14 contacts by media in last three weeks on preparation for summer season and sharks.
2. Fiscal Matters
  - None
3. Meetings
  - May 11 – NBC Rhode Island interview re: Sharks
  - May 11 – DCR & DOT meeting in Wellfleet re: Rail Trail
  - May 13 – NBC Boston interview re: Sharks
  - May 16, 17 & 20 – Vacation Days
  - May 21 – Meeting with Planning Bd Chair re: Town Planner
  - May 21 – Meeting with Mayo Creek Restoration Cte Chair
  - May 21 – Dredging Task Force
  - May 22 – Meeting with resident regarding Senior Center
  - May 23 – Local Comprehensive Plan Committee meeting
  - May 23 – Selectboard meeting
  - May 23 – Conference call re: Open Meeting Law complaint
  - May 24 – Conference call re: Herring River MOU IV
4. Complaints.
  - Use of Senior Center for Seababies program.
5. Miscellaneous.
  - Town web site update in progress
6. Personnel Matters:
  - Open position: DPW Facilities Manager
  - Open position: DPW Custodial
  - Open position: Assistant Town Administrator
  - Open position: Asst Town Collector/Town Treasurer





# BOARD OF SELECTMEN

AGENDA ACTION REQUEST

Meeting Date: May 28, 2019

**VIII**

## TOPICS FOR FUTURE DISCUSSION

Requested by:	Topic:	Requested to be on:



# BOARD OF SELECTMEN

AGENDA ACTION REQUEST  
Meeting Date: May 28, 2019

IX

## CORRESPONDENCE AND VACANCY REPORT

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

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

Requesting Appointment: No applications on file

### Cable Advisory Committee (5 members)

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

Requesting Appointment: No applications on file

### Charter Review Committee (7 members)

Vacant Positions	Appointing Authority	Length of Term
1 Position	Moderator	1 year

Requesting Appointment: No applications on file

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

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

Requesting Appointment: No applications on file

### Comprehensive Wastewater Management Planning Committee (7 Members)

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

Requesting Appointment: No applications on file

### Conservation Commission (7 Members)

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

Requesting Appointment: No applications on file

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

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

Requesting Appointment: No applications on file

### Energy Committee (11 members total)

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

Requesting Appointment: **One Application on file**

1 BOS Rep BOS Term

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

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

Requesting Appointment: No applications on file

### Herring Warden (1 Warden, 1 Assistant Warden)

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

Requesting Appointment: No applications on file





# BOARD OF SELECTMEN

## AGENDA ACTION REQUEST

Meeting Date: May 28, 2019

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### Human Rights Commission (1 Representative)

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

Requesting Appointment: No applications on file

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

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

Requesting Appointment: No applications on file

### Natural Resources Advisory Board (At least 3 Members)

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

Requesting Appointment: No applications on file

### Open Space Committee (7 Members)

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

Requesting Appointment: No applications on file

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

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

Requesting Appointment: No applications on file

### Planning Board (7 members)

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

Requesting Appointment: No applications on file

### Recycling Committee (7 members)

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

Requesting Appointment: One application on file

### Shellfish Advisory Board (7 members + 2 alternates)

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

Requesting Appointment: One application on file

### Social and Human Services Committee (5 members)

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

Requesting Appointment: No applications on file



## BOARD OF SELECTMEN

AGENDA ACTION REQUEST  
Meeting Date: May 28, 2019

X

### MINUTES – A

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

### MINUTES – B

<b>REQUESTED BY:</b>	<b>Executive Assistant</b>
<b>DESIRED ACTION:</b>	<b>Approval of work meeting minutes</b>
<b>PROPOSED MOTION:</b>	<b>I move to approve the work meeting minutes of May 14, 2019 as amended.</b>
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____

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

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

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

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

**ANNOUNCEMENTS, OPEN SESSION AND PUBLIC COMMENT**

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

**BUDGET PRESENTATIONS**

***Nauset Regional School District***

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

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

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

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

*Minutes of the Selectboard meeting of March 26, 2019. Amendments in red.*

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

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

## **DISCLOSURE REVIEWS**

### ***Rebecca Noble – Bike and Walkways Committee***

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

Noble said that even though her husband owns a **bike-path bicycle business** and their property is near the proposed path, it will not be a factor in her being able to research and make recommendations as a member of the committee.

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

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

Wilson said her impression of Noble and her husband's focus was on the safety of **having a bike-path the proposed location for the path's extension**. She thought Noble could do a good job on this Committee and having spoken with her, she finds her point of view very much on behalf of the Town and that she will in no way have her finances affected **by where the path extension is located**. Wilson said there is an appearance of conflict, but nothing that would substantially affect her ability to serve on the Committee. Wilson said she wants Noble's expertise on the committee. **She noted that Noble had her own business, unrelated to bicycles.**

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

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

Wilson moved that the Selectboard determine that her financial interest is not so substantial as to be deemed likely to affect the integrity of the services which the Town may expect from Rebecca Noble. Houk seconded, and the motion carried 4-1, with Bacon opposing.

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

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

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

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

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

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

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

Bacon moved that the Selectboard determine that her financial interest is not so substantial as to be deemed likely to affect the integrity of the services which the Town may expect from Nancy Civetta. Wilson seconded, and the motion carried 5-0.

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

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

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

Bacon moved that the Selectboard determine that her financial interest is not so substantial as to be deemed likely to affect the integrity of the services which the Town may expect from Nancy Civetta. Carlson seconded, and the motion carried 5-0.

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

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

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

Houk seconded, and the motion carried 5-0.

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

## **LICENSES**

### ***Seasonal License Renewals***

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

Carlson seconded, and the motion carried 5-0.

### ***Common Victualler***

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

Bacon seconded, and the motion carried 5-0.

### ***Weekly Entertainment***

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

Carlson seconded, and the motion carried 5-0.

### ***Automatic Amusement***

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

## **APPOINTMENTS/REAPPOINTMENTS**

### ***Comprehensive Wastewater Management Planning Committee***

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

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

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

Wilson seconded, and the motion carried 5-0.

### ***Dredging Task Force***

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

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

Houk seconded, and the motion carried 5-0.

### ***Dredging Task Force***

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

Wilson said there are only 5 members and that staff is there for support. Reinhart said the Board would be changing the charge to remove two alternates.

### ***Historical Commission***

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

Carlson moved to appoint Merrill Mead-Fox to the Historical Commission for a 2-year term.

Bacon seconded, and the motion carried 5-0.

### ***Appointment of Special Police Officers***

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

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

## **BUSINESS**

### ***Summer Surf Instruction Discussion***

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

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

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

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

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

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

Audience member Felix suggested looking at the participant liability waiver.

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

### ***Marijuana Host Community Agreement [CCC Wellfleet RE, LLC]***

David Pike and his attorney John Kenney were present.



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Carlson asked about funding. Ment said he has met a lot of people in his career in the industry and he has spoken with investors. He said the company he works for now is fully aware of his plans and if he receives an HCA he will take a step back from his role with that company. He said he does not have any investors currently, but he has spoken with them and he has some of his own savings he is investing. Carlson asked about Ment's personal reason for wanting to go into the business. Ment explained that he saw the benefits marijuana provided to his mother when she was ill with breast cancer and wanted to be able to provide that same relief for others. Ment explained medical vs marijuana, saying they will supply medical quality marijuana, but one does not have to have a medical card to purchase it. Carlson said she is looking for people who have commitment to the

business, beyond financial, because it is that kind of passion that results in good business actors who can join the community and help Wellfleet make a responsible transition in this area.

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

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

Wilson said the Board ~~cannot~~ **refuse to enter into an HCA only after 3 have already been approved, have less than three HCAs,** according to the article passed at Town Meeting last year.

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

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

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

Wilson moved to accept the presentation of The Old Bank, LLC.

Bacon seconded, and the motion carried 5-0.

### ***Wellfleet Shellfish Association Request for Letter of Support***

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

The letter is in opposition of a bill going before the MA legislature that will **allow mandate** the legal **sale ownership** of aquaculture licenses by right in the state of MA, by any entity, which could result in consolidating of the industry, as well as **take-away compromising** the Board's **right discretion** to issue licenses.

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

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

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

Wilson noted the language in the bill makes it mandatory to **sell own** licenses, ~~not an option through purchase at inheritance~~.

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

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

There was no discussion.

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

Bacon seconded, and the motion carried 5-0.

***Approve Eversource Petition for Conduit on Old Chequessett Neck Road***

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

***Finalize and Close the 2019 Annual Town Meeting warrant***

***Article 38: Balloon Reduction Bylaw***

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

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

Wilson seconded, and the motion carried 5-0.

***Article 1: FY 2020 Operating Budget***

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

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

Bacon seconded, and the motion carried 5-0.

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

Bacon seconded, and the motion carried 5-0.

*Article 12: Wellfleet Harbor Dredging*

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

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

Carlson seconded, and the motion carried 5-0.

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

*Article 23: Purchase of Parcel 17 on Map 34*

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

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

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

Bacon seconded, and the motion carried 5-0.

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

There was no second, and the motion failed.

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

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

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

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

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

Wilson said the Finance Committee would be discussing the article 13 and it would be recorded.

*Article 36: Water Resources Director*

Hoort noted that on their March 4 meeting, the Board voted to insert and recommend the article requesting a Water Resource Director 4-1 and referenced possible amended language. Hoort said

himself, Wilson, Powers, Alex Hay, and Hilary Greenberg-Lemos met to discuss what they wanted to do with the article. Hoort said he encouraged the group to consider that the Town might want to request funding to move forward with this concept but does not think the Board is fully sure what they would like to do with this position.

Hoort provided an amended version to the article Wilson put forward on March 4. The article is asking for funding for support for the Water Commissioners and the Comprehensive Wastewater Management Committee. It could be determined after Town Meeting exactly what this position or support was going to look like. **He said it was hard to know at this point, how much money would be needed for what.** Reinhart noted the many revisions and that this is a complex article.

Wilson said when the group met, they arrived at the version Hoort presented and she supports it. **She had a reservation about the summary which she felt should represent accurately what support already existed.**

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

Wilson said, that of the \$500,000 appropriated for the CWMPC at Town Meeting, there is \$69,742.13 left in Wastewater Committee fund. Reinhart asked if the Water Commissioners and Wastewater Committee had input. Members Jim Hood and Curt Felix were present from both committees, respectively. Carlson said getting a consultant is a great first step in addressing the issue.

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

Wilson agreed with Hoort, **about Greenberg-Lemos wanting to wait on creating the proposed new position and** said that Greenberg-Lemos has informed her the most about the various needs of her department. Wilson suggested the amount be \$80,000 or \$60,000 but not \$120,000. She said the \$69,000 appropriated for the CWMPC could not be used for the Water Commissioners.

Jim Hood, Chair of Water Commissioners, said that in 2011 the Town reduced Whitewater's contract by half to 4 hours of work a day. Hood said the system's limitation with water is that there is a 4-inch main that comes down from the redundant water supply at Coles Neck, which will not supply more than 40,000 gallons/day safely and that the proposed housing at Lawrence Road will put that over 40,000. He said at some point that water main will need to be replaced. He was in favor of insuring that they can secure funds.

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

*Minutes of the Selectboard meeting of March 26, 2019. Amendments in red.*

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

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

Bacon moved to recommend and insert Article 35, Water Resources Director, in the Warrant as amended by eliminating item 2 into the warrant.  
Wilson seconded, and the motion carried 5-0.

Wilson discussed the summary of the article. Wilson wanted to change the line from saying that the "Town does not currently have any capacity to implement a state and federally required wastewater plan" to saying that it does not have some capacity. Wilson ~~discussed the need to include the phrase "Water Clerk"~~ said that the Commissioners have a Water Clerk and about \$100,000 if this budget is approved.

Powers said the position is titled a Committee Secretary, not a Water Clerk, which is a full-time position with many responsibilities within the Union. Hoort said he will work with Powers and Wilson to reflect this correctly.

Wilson moved to approve the summary for article 35 as amended.  
Bacon seconded, and the motion carried 5-0.

#### *Article 44; Petitioned Article: Bike Trail Extension*

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

Wilson moved to reconsider the board's recommendation on article 44.  
There was no second and the motion failed.

*Close the 2019 Annual Town Meeting warrant*  
There was no discussion.

Reinhart moved to close the 2019 Annual Town Meeting, Annual Town Election warrants.  
Wilson seconded, and the motion carried 5-0.

## **SELECTBOARD REPORTS**

There were no reports.

## **TOWN ADMINISTRATOR'S REPORT**

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

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

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

#### **TOPICS FOR FUTURE CONCERN**

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

#### **CORRESPONDENCE AND VACANCY REPORT**

##### **MINUTES**

*February 12, 2019 – Executive Session*

*February 19, 2019*

*February 25, 2019*

*February 26, 2019 – Executive Session*

*March 4, 2019*

*March 12, 2019*

No action, all minutes postponed.

#### **ADJOURNMENT**



*Minutes of the Selectboard meeting of March 26, 2019. Amendments in red.*

**Bacon moved to adjourn.**

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

Respectfully submitted,

Courtney Butler,  
Secretary

**Public Records Material of 3/26/19**

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



# DRAFT

## Wellfleet Selectboard Meeting Tuesday, May 14, 2019 at 7pm Wellfleet Senior Center

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

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

### **REORGANIZATION OF THE SELECTBOARD**

Chair Reinhart welcomed new Selectmen Michael DeVasto. Reinhart asked for a vote, but Wilson asked the Board to consider a number of options first. Wilson mentioned one option being continuity, keeping Reinhart as Chair, but asked the Board members who was willing to be Chair, Bacon and Reinhart responded. Wilson then asked Bacon and Reinhart if they had discussed this prior to the meeting, they said no.

Reinhart asked for a nomination for Chair. Carlson said that Reinhart had been an incredible Chair but everyone who serves deserves an opportunity to serve in that role should they want.

Carlson nominated Bacon for Chair.  
There was no second.

DeVasto nominated Reinhart for Chair.  
Bacon seconded, and the motion carried 4-0-1, with Wilson abstained.

Wilson said both Bacon and Reinhart had the capacity to be good Chairs, but she felt torn and loyal to both.

Wilson nominated Bacon for Vice Chair.  
Carlson seconded, and the motion carried 4-1.

DeVasto will serve as Clerk.

**Reinhart presented Anwyn Davis with a certificate of appreciation for her efforts in the organization of a beach cleanup at Newcomb Hollow Beach on May 4, 2019.**

Chair Reinhart called the meeting to order at 7:09 p.m.

### **ANNOUNCEMENTS, OPEN SESSION AND PUBLIC COMMENT**

- Wilson said thank-you to Maria Burke who served on the Historical Commission
- Bacon attended the Stop the Bleed Training along with Wilson and expressed her thanks to the Wellfleet Fire Department and Justin Kinshaw for the excellent training session.
- Audience member Curt Felix congratulated the Town for the wise decisions made at the Annual Town Meeting and all the work that went into it.
- Felix expressed his concern over an e-mail sent by Selectboard member Wilson prior to the town election.

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- Wilson responded to the concern raised by Mr. Felix.
- Carlson stated she believed the Board should have a communications protocol and would like to see that matter on a future working group agenda.

### **PUBLIC HEARINGS**

#### ***Kevin Coakley – Commercial Shellfish License***

Bacon asked Coakley why he missed the deadline for the application. Coakley said his only excuse was his age. Carlson asked Civetta if she was recommending Coakley's application. Civetta said that it was the Board's decision, but she did not see any detriment to other fishermen if Coakley's request, and the request of the other applicants before the Board this evening, were approved.

Wilson said there is no wiggle room in the 3 hardship conditions noted in REGULATION 6.1.4 Hardship Exemption. Carlson said she could not take away someone's livelihood. Carlson agreed. Reinhart said she felt that the term "The Board of Selectmen may at its discretion grant permits after January 31<sup>st</sup> if the applicant demonstrates **all three** of the conditions" allowed the Board to use its discretion. Wilson did not agree.

- Bacon moved to approve the commercial shellfish license hardship exemption for Kevin Coakley, per the Shellfish Constable's recommendation to the Board.
- Carlson seconded, and the motion carried 3-1, with Wilson opposed and DeVasto recused.

#### ***Gerald Auch – Commercial Shellfish License***

Auch was not present. Wilson said as the Shellfish Regulatory Board, the Board could change its regulations, but did not feel comfortable adjusting them on a case by case basis.

- Bacon moved to approve the commercial shellfish license hardship exemption for Gerald Auch, per the Shellfish Constable's recommendation to the Board.
- Carlson seconded, and the motion carried 3-1, with Wilson opposed and DeVasto recused.

Civetta noted that she did not recommend Coakley or Auch but does recommend Costa. Audience member Matthew Parent said that Auch has had his license for over 40 years and is getting older, but he needs the license for his livelihood.

#### ***Mark Costa – Commercial Shellfish License***

Wilson read aloud Costa's reasons for needing the exemption, which were housing issues that forced him to move out of Wellfleet, 1/3 of his income comes from shellfishing which he needs to support his family, and that he has held a permit for many years. Civetta noted how these three situations met the conditions of the hardship exemption and recommends Costa's license.

Costa said he was able to move his family back to Wellfleet. Bacon asked Costa if his living situation was now stable. Costa said that yes, he has signed a year-long lease at Drummer's Cove and sees it going longer than that. Bacon told Costa that should he foresee his family in this situation again, or should any resident, to not hesitate to reach out to the Board or the Housing Authority.

- Bacon moved to approve the commercial shellfish license hardship exemption for Mark Costa, per the Shellfish Constable's recommendation to the Board.
- Carlson seconded, and the motion carried 4-0, with DeVasto recused.

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## ***Matthew Parent – Shellfish Grant Renewal***

Parent presented his request for a grant renewal.

Bacon asked Parent where his grant was located, if he was a wild picker or farmer, and how long he had been shellfishing. Parent said his grants are located on Egg Island and Old Wharf Road, he is a farmer, and has been doing this for 18 years. He said he has also been a wholesale distributor for years.

Reinhart noted that Parent owes some grant fees. Parent said he would take care of them tomorrow at Town Hall. Wilson asked Parent if he was aware the Board could deny his request because he hadn't paid his fees yet. Parent said yes, and he would take care of it tomorrow.

Parent noted that this request is to ensure both of his leases expire at the same time.

- Wilson moved to renew shellfish grant license #733 for a 4-year period, to run concurrent with grant #04-03, for Matthew Parent.
- Bacon seconded, and the motion carried 4-0, with DeVasto recused.

## ***Robert LaPointe – Shellfish Grant Renewal***

LaPointe was present, but there was no discussion.

- Bacon moved to renew shellfish grant license #01-02ext. to expire April 6, 2024, to run concurrent with grant #2006-01 and #2006-01ext., for Robert LaPointe.
- Wilson seconded, and the motion carried 4-0, with DeVasto recused.

## ***Request from the Bookstore and Restaurant to Change Closing Time from 1:00 am to 2:00 am***

Albert DeNapoli, attorney, and Carol Parlante, owner and operator, were present. DeNapoli noted a public need for the restaurant to change their hours, citing the rush of local workers who come after their shifts are finished.

Reinhart asked if this request was for the Bombshelter or the Bookstore and Restaurant upstairs. DeNapoli said the one license covers both establishments, but the Restaurant closes at 10. Reinhart asked if this was a seasonal or year-round request. DeNapoli said year-round but they could always come back to adjust it. Carlson asked to clarify the types of workers. DeNapoli said mostly restaurant and hotel workers. Carlson said this would be a seasonal request then, DeNapoli said these workers come in year-round.

Carlson asked about the risk of overserving. DeNapoli said that is a risk at any time, but the establishment has never had an issue with overserving. DeNapoli noted that people may not feel as rushed to drink as many drinks between 11:30pm and 2:00am as they do between 11:30 and 12:30am.

Wilson noted that if the neighbors were okay with it, of which the Board had received no complaints, then she was okay with it.

DeVasto said he was concerned about the rush the business will see between 1:00 and 2:00 am, not knowing if other establishments were open that late in the area. DeVasto agreed with DeNapoli's

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statement that people will drink more in the shorter time period between arriving at the bar after work and last call. Bacon concurred with previous statements and shared concerns about Wellfleet having the only establishment open until 2:00am.

Audience member Trudy Vermehren noted that this could be on a trial basis. She noted that this would probably be the only establishment with this request, and if it does or does not go well will predict if there will be more requests.

Wilson said that her willingness to try the change in hours is because the parking area does not allow for the types of neighborhood disturbances that other establishments might.

Audience member Ken Hogue asked if the PD should have input on this matter. No one from the PD was present. Reinhart said she felt comfortable moving forward with approving the request on a trial basis.

- Carlson moved to approve the request from the Bookstore and Restaurant to change the closing time for its hours of operations from 1:00 am to 2:00 am, on a provisional basis through Monday, September 2<sup>nd</sup>, 2019.
- Bacon seconded, and the motion carried 5-0.

### **TOWN MEETING/TOWN ELECTION REPORT AND DISCUSSION**

Town Moderator, Danny Silverman, said that Town Meeting went very well. He noted the benefit of Boards and Committees broadcasting their meetings. Silverman

Silverman said he had suggestions for the future. The first being to consider moving to 2 Town Meetings a year, regularly scheduling a Fall Town Meeting. This would reduce the Warrant size. Wilson was opposed to this idea. There was further discussion.

Reinhart noted that Silverman's letter to the Board can be found online. It can be found on the Selectmen's page in the Agenda and Meeting Packet for this meeting, and on the Moderator's page.

Bacon noted asking for two Town Meetings as wishful thinking, saying it would be difficult to get quorum. She said there is a way to move business along faster, including gaging the feel audience and reading the motions aloud only once. Carlson said it would be a big change and there are many steps needed to evaluate it. She noted that a lot of people left the second night of Town Meeting this year. Carlson said she wanted to leave having two meetings as an option. Carlson also said she appreciated Silverman's recommendation for providing childcare.

Wilson thanked Silverman for his debrief. She recommended having contact with Town Counsel sooner in the Town Meeting process.

Reinhart said she would like to have a working meeting on this.

Audience member Jude Ahern thanked Mia Baumgarten, who indexed the Town Meeting recordings by article. Ahern then asked about Question 11 on the 2019 Annual Town Election Ballot, referring back to the Annual Town Meeting when voters were informed of an error in the question. Hoort

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responded to Ahern that this has been discussed and would not be discussed again tonight, as it was not on the agenda.

## LICENSES

### *Bol Organic Acai Bowls – Business License*

No one from Bol was present.

Bacon said she thought the location was changing and would like to know where to.

Vermehren said she spoke with the owner, who is out of town, and that she will be staying in the same location under the Lighthouse Restaurant. Bol will be open 8-3, Weds-Sun in June.

- Bacon moved to approve the business license for Bol Organic Acai Bowls.
- Wilson seconded, and the motion carried 5-0.

## APPOINTMENTS/REAPPOINTMENTS

### *Energy Committee*

Carol Magenau presented her reasons for wanting to be on the Energy Committee. She noted the committee's recent name change to include Climate Change and her interests in fighting that issue.

- Carlson moved to appoint Mary "Carol" Magenau to the Energy and Climate Change Committee for a 3-year term.
- Bacon seconded, and the motion carried 5-0.

## USE OF TOWN PROPERTY

### *Town Hall Lawn – May 27, 2019*

Lewis Andujar from the American Legion Post presented the request for use of Town Hall Lawn on Memorial Day. Reinhart noted the rain location as the Congregational Church.

- Bacon moved to approve the use of Town Hall by the American Legion Post on May 27, 2019 from 8 am to 11 am subject to the conditions, if any, as listed on the application form for a fee of \$0.
- Wilson seconded, and the motion carried 5-0.

### *Swap Shop – May 25, 2019*

Harriet Korim presented the request for use of the Swap Shop on May 25 for their annual yard sale. The proceeds go toward a scholarship fund for students in Wellfleet and neighboring areas who demonstrate their concern for the environment. Cape Cool is accepting donations.

- Bacon moved to approve the use of the Swap Shop by Cape Cool (Harriet Korim) on May 25, 2019 26<sup>th</sup> from 8 am to 3:30 pm subject to the conditions, if any, as listed on the application form, waving the fee of \$110.
- Wilson seconded, and the motion carried 5-0.

### *Town Hall Lawn – July 21, 2019*

No one from Audubon was present. Bacon said she read the application and it looks like a good fundraiser to take place.

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- Bacon moved to approve the use of Town Hall by MA Audubon (Rand Burkert) on July 21, 2019 with a rain date of July 28<sup>th</sup> from 3:30 pm to 7:30 pm subject to the conditions, if any, as listed on the application form, waving the fee of \$110.
- Wilson seconded, and the motion carried 5-0.

### **BUSINESS**

#### ***Approval of June 7<sup>th</sup>, 2019 as “Piece of Peace Day in Wellfleet” Proclamation***

Karen Pagano and Emma from the Wellfleet Peace Club presented their request for the proclamation. Emma read quotes from students that showed why they “are peace.”

Pagano noted there are two clubs now, Peace Club and Peace Pollinators Club.

- Reinhart moved to proclaim June 7<sup>th</sup>, 2019 as “Piece of Peace Day in Wellfleet”.
- Carlson seconded, and the motion carried 5-0.

#### ***Celebration of May as Bike Month***

Christine O’Campbell and Ned Oliver from the Bike and Walkways Committee presented their request. The request comes from Mass Bike who has asked towns throughout the Commonwealth to proclaim May as Bike Month.

- Reinhart moved to proclaim May 2019 as Bike Month as requested by the Bike and Walkways Committee.
- Bacon seconded, and the motion carried 5-0.

#### ***Certificate of Appreciation for Anwyn Davis – Beach Clean Up***

This item was addressed at the beginning of the meeting.

#### ***Approval of Parking Lot Lease for 1120 Cahoon Hollow Road***

Hoort said this is a renewal of the lease with the Beachcomber, which worked very well last year. Wilson noted section 4.3, asking it to include “marked as such”, regarding the 5 spaces reserved for Town Beach Staff. Bacon said Suzanne Grout Thomas makes sure they are designated. Wilson noted in section 2 “on or about November 1<sup>st</sup>” asking if it was normal to have “on or about”. Hoort said this was executed the same as last year. Reinhart said “on or about” was fine, other Board members agreed.

DeVasto asked if the reservation of spots for resident beach stickers was included in the lease. Hoort said no, they had been doing that as a courtesy. He shared reservations about this. Reinhart said the only lease about 15 spots to the Beachcomber. Bacon said the Board moved in this direction to remove liability from the Town.

- Bacon moved to approve the parking lot lease for 1120 Cahoon Hollow Road and to authorize the Town Administrator to sign the lease.
- Wilson seconded, and the motion carried 5-0.



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### ***Approval of New GPS Point #5 to Correct Inaccuracy in Current Shellfishing Policy and Regulations, Appendices B and C, and Approval of Updating Appendix B Latitude and Longitude Coordinates from Degrees (Obsolete) to Today's Standard of Decimals.***

This item should have been posted as a public hearing and was not discussed.

Postponed.

### ***Reappointment of Andrew Ryan as Seasonal Deputy Shellfish Constable***

Civetta introduced Ryan to the Board and said his season would run from July 1 through October 27, 2019 and May 15, through June 30, 2020. Ryan was happy to be back.

- Bacon moved to reappoint Andrew Ryan as seasonal deputy shellfish constable for the periods July 1, through October 27, 2019 and May 15, through June 30, 2020.
- Wilson seconded, and the motion carried 4-0, with DeVasto recused.

### ***Discussion of Limits on Marijuana Dispensaries***

Reinhart said the Board has 4 currently signed Host Community Agreements. She said she spoke with the Cannabis Control Commission who told her it was up to the Town to decide how many establishments they would like to have.

Carlson read the 2018 Town Warrant Article which says “the number of licenses for registered, retail “Marijuana Establishments”, as defined by G.L Chapter 94G, Section 1 , may be limited or granted at the discretion of the Selectboard, serving as the Licensing Board, provided that minimum number of establishments licensed shall not be less than 20% of the number of such establishments liquor licenses presently issued within the Town for the retail sale of alcoholic beverages not to be drunk on the premises where sold (pursuant to G.L. Chapter 138, Section 15).”

Wilson said the percentage requires them to have at least 3 establishments. She noted that having more establishments will create more competition. Wilson asked her fellow Board members about having at least 5.

Reinhart said the Board has agreed they want local preference and both Ment and Robicheau are locals. Reinhart said all the locations being looked at – the Old Bank, the South Wellfleet General Store, and the Dunkin Donuts plaza – could use an economic boost. Carlson said she is in favor of local preference, but not in favor of having 5 establishments in town. Carlson asked about the HCA with Nature’s Alternative, who is not local, and if the Board was locked into these. Reinhart said she spoke with the Cannabis Control Commission who told her the Board was not locked into the agreement until the shop opened.

Bacon said she thought an overture was made to limit it to 3. Wilson said an overture was never voted on. Bacon shared concerns about the number of establishments in town and their owners. Bacon cited a Boston Globe article that suggests there are 3 large corporations who are obtaining HCAs in order to monopolize the marijuana industry.

Bacon said she wants to speak with KP Law about the binding contract, and what the Town is committing itself to when entering into the HCAs. Wilson noted that the state is the licensing authority, not the Town. There was further discussion.

## DRAFT

Reinhart asked the Board members to say the number of establishments they would like to have and whether or not they would like local preference. Bacon and Carlson said they would like only 2, but since the Town must have at least 3, then 3. They would also local preference for at least 2 of those 3. Wilson said she would stop at 4. DeVasto said he would like to issue the same number as the number of liquor licenses. He noted viability and providing competition, saying that limiting the number to too few will not allow natural competition to take place. DeVasto asked about requesting that businesses be open year-round.

Wilson requested a copy of the Massachusetts's General Law regarding marijuana dispensaries.

Audience member Zachary Ment noted that an HCA is far from a license and that the Board does not issue licenses. He discussed the lengthy process to obtain a license from the state.

Audience member Ken Hogue said this was a tough issue and everyone wants to know what this will look like down the road. He said that no one has this answer and also recommended thinking about people who need medicinal marijuana, and what is good for the people of the Town. He noted that it is easier to start with a smaller number and increase it rather than the opposite.

Audience member Tim Sayer agreed that starting small is good as well, suggesting they stick with the 4 HCAs issued. He also concurred with Bacon's previous statement about large corporations monopolizing the industry, saying they have big money backing them and asked the Board to think of what is best for the Town.

Audience member Steve (?) asked if there was a policy for issuing HCAs.

Reinhart asked Hoort to ask KP Law how the Board can set limits to have local preference and if they can negate an HCA they have signed.

Wilson said she thought local preference referred to hiring local employees and asked to clarify that. Wilson said she was concerned that residents with medical needs will not be able to get their prescriptions if there are too many recreational establishments.

Carlson noted pros and cons of the industry. There was further discussion.

DeVasto said he was not opposed to a limit but said there should be policies and procedures in place to approve HCAs to limit the Town's liability. Bacon noted the need for medical marijuana in Town and that none of the HCAs that have come before them, since the group from Old Wharf Road in 2016, plan to offer medical marijuana. She noted that the Board was in favor of the Old Wharf Road group because they were planning to be a medical marijuana dispensary.

There was further discussion. Hoort will follow up with KP Law to get answers to the Board's questions.

### ***Marijuana Host Community Agreement for The Old Bank***

Zachary Ment and Trudy Vermehren presented their request for approval of an HCA.

## DRAFT

Bacon asked Reinhart how long she and Vermehren had been friends, citing that Reinhart may need to recuse herself. Vermehren is the proposed CFO of The Old Bank. Reinhart and Vermehren have known each other for over 30 years. Reinhart said that she has no personal interest in this and there is no conflict of interest.

Wilson asked Reinhart if she or anyone in her immediately family had any financial interest in The Old Bank. Reinhart said no. Wilson said she understood how there can be an appearance of a conflict of interest and it was best to just ask Reinhart on the floor. DeVasto noted the “rule of necessity” saying that in such a small town, no business would get done as all Board members know everyone in Town. DeVasto said he appreciated it being brought up.

Wilson said that she would like to wait to approve this, since it would be the 5<sup>th</sup> agreement. She apologized to Ment and thanked him for his patience. Carlson, Bacon, and Carlson agreed and did not feel comfortable voting at this time.

Reinhart asked Ment if the HCA was needed to submit his application to the State. Ment said yes, he cannot submit his application to the State without it. Ment shared his frustrations with having to wait and asked the Board to approve his request. Reinhart noted the hard process and that the Board said they would prefer someone local the last time Ment was present. She said she would like to move forward with the HCA to allow Ment to get the process going for his application.

Wilson said asking Ment to wait for the next meeting while they get answers from KP Law to their questions from this evening. Vermehren and Ment shared frustrations that other HCA applicants were put on agendas prior to their request.

Reinhart reminded the Board that the HCA is not a guarantee the business will open. DeVasto said that Ment seemed to be the candidate the Board is looking for and wanted to move forward with the approval. Carlson said she would like to wait for the legal questions to be answered prior to moving forward. Vermehren said she understands the Board’s questions but asked the Board to have a discussion to help answer any further questions they have that may help move this forward.

Bacon said the consensus of the Board is that Ment is exactly what they want but they want answers to their questions. There was further discussion. Vermehren and Ment said they were fine with coming back in two weeks.

- The board took no action.

### ***DCR Announcement Discussion***

Hoort said the Board did not need to act on this, because the official notice went out in February, so the 120-day notice period is not necessary. Bacon asked why the Board was not informed that this came in in February. Hoort said it did not go directly to him. Reinhart said she got the notice in the mail. Wilson said there was confusion when Selectboard members get letters individually addressed to them and asked in the future that all correspondence gets opened and shared with the Board. Hoort said Town employees do not open mail addressed specifically to individual members. Wilson asked that members are alerted when notices come in for them. Hoort agreed.

## DRAFT

Reinhart apologized for not reading and sharing the letter in a timely fashion. Wilson said this discussion was about the Amsler property. Wilson discussed the plans and issues around the DCR's proposed uses of the property.

Wilson asked Hoort when the 120-day waiver ended, Hoort said June 30<sup>th</sup> and at that point they hope to enter the purchase-and-sale.

Hoort described the plan. Oliver and O'Campbell made comments regarding the DOT and DCR's plan. Wilson

- Wilson moved to ask the Town Administrator to contact DOT and DCR and ask them to meet with the Town in a public meeting as soon as possible to discuss this project.
- DeVasto seconded, and the motion carried 5-0.

### *Eversource Petition for Conduit on Cahoon Hollow Road*

Bacon asked when this would occur, hoping it was not happening during a busy holiday weekend. Hoort said it would not be occurring during a busy time for tourists.

- Wilson moved to allow Eversource Energy to install conduit on Cahoon Hollow Road.
- DeVasto seconded, and the motion carried 5-0.

### **SELECTBOARD REPORTS**

Wilson discussed the Herring River MOU, entering into its 4<sup>th</sup> year.

### **TOWN ADMINISTRATOR'S REPORT**

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

1. General
  - Sexual Harassment Training for Staff and Volunteers is planned for June 2019.
2. Fiscal Matters
  - None
3. Meetings
  - April 9 – Select board meeting
  - April 10 – Town managers meeting on Shark Mitigation grant
  - April 10 – Herring River MOU conference call
  - April 10 – HDYLTA Trust public forum
  - April 11 – Cape & Islands Town Managers lunch
  - April 16 – Herring River MOU conference call
  - April 16 – Pre-town meeting public forum
  - April 17 – Pre-town meeting conference call with town counsel and moderator
  - April 18 – Select board meeting
  - April 22 – Select board meeting
  - April 22 – Town meeting
  - April 23 – Town meeting
  - April 25 – Meeting to discuss Local Comprehensive Plan re-start
  - May 7 – Meeting to discuss ATA replacement and town planning needs
  - May 8 – Town hall Finance Department meeting
  - May 8 – Meeting regarding insurance renewal

# DRAFT

- May 9 – Meeting with housing to discuss 95 Lawrence Road
- 4. Complaints.
  - none.
- 5. Miscellaneous.
  - Food Truck Request for Bids closes May 10<sup>th</sup>
  - Town web site update in progress
- 6. Personnel Matters:
  - Open position: DPW Facilities Manager
  - Open position: DPW Custodial
  - Open position: Assistant Town Administrator
  - Open position: Asst Town Collector/Town Treasurer
  - Town Accountant started on May 13<sup>th</sup>

## TOPICS FOR FUTURE DISCUSSION

- Carlson would like how we represent ourselves to the outside world, specifically in terms of the 208 Plan to be on a work group meeting agenda
- Wilson would like to see a joint meeting between the Shellfish Advisory Board, the Comprehensive Wastewater Planning Committee and the Selectboard
- Wilson would like to see the HDYLTA Purchase and Sale agreement signed as soon as possible
- Reinhart would like a discussion on marijuana to be on a working group agenda
- Bacon asked that Department Heads come before the Board to provide updates and discuss issues their departments face.
- Bacon would also like to see Committees come before the Board to have an open dialogue with the Board.
- Bacon would like the Arbor Committee to come back before the Board to discuss tree plantings.
- Bacon asked about the town parking lot at Commercial and Bank Street and the status of the fence relocation.

## CORRESPONDENCE AND VACANCY REPORT

No discussion.

## MINUTES

*March 19, 2019 – Work Meeting*

*March 21, 2019 – Work Meeting*

*March 26, 2019 – Regular Meeting*

*April 9, 2019 – Regular Meeting*

*April 22, 2019 – Regular Meeting*

The minutes of March 19, March 21, April 9, and April 22, 2019 were amended by Wilson and provided to Butler and the Board. The amended minutes of the March 26, 2019 meeting will be approved at the next meeting.

- Wilson moved to approve the minutes of March 19, 2019; March 21, 2019; April 9, 2019; and April 22, 2019 as amended.

## DRAFT

- Carlson seconded, and the motion carried 5-0.

### ADJOURNMENT

- Wilson moved to adjourn.
- Carlson seconded, and the meeting adjourned at 11:20pm

Respectfully submitted,

Courtney Butler,  
Secretary

### Public Records Material of 5/14/19

1. Application for Commercial Shellfish Licenses (hardship exemptions) for Kevin Coakley, Gerald Auch, and Mark Costa
2. Shellfish Grant Renewal papers for Matthew Parent and Robert LaPointe
3. Request from the Bookstore and Restaurant to change the closing time from 1:00 am to 2:00 am
4. Memorandum from the Town Moderator – Town Meeting/Town Election Report
5. Business License Application – Bol Organic Acai Bowls
6. Appointment Papers for Mary “Carol” Magenau
7. Use of Town Property Applications for Town Hall Lawn and Swap Shop
8. Piece of Peace Day Proclamation
9. May as Bike Month Proclamation
10. Parking Lot Lease for 1120 Cahoon Hollow Road
11. Shellfishing Policy and Regulations, Appendices B and C, Appendix B Latitude and Longitude Coordinates
12. Reappointment papers and DMF letter for Andrew Ryan (Seasonal Deputy Shellfish Constable)
13. Marijuana Host Community Agreement – The Old Bank
14. DCR letter and 120-day waiver form (land acquisition)
15. Eversource Petition for Conduit on Cahoon Hollow Road papers
16. Town Administrator’s Report
17. Correspondence and Vacancy Report