



## Wellfleet Selectboard

**Note: Start Time of 7pm**

The Wellfleet Selectboard will hold a public meeting on **Tuesday, June 11, 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. Amend the Beach Rules and Regulations: Penalties and Enforcement Sections [Beach Administrator]

**III. Committee Update – Parking Task Force**

**IV. Licenses**

A. Common Victualler/Food Truck – The Big Squeeze

B. Common Victualler/Food Truck/Business License – Leaside Café

**V. Appointments/Reappointments**

A. Wellfleet Representative on the Cape Cod Water Protection Collaborative – Curt Felix

B. Shellfish Advisory Board – Chip Benton

C. Parking Task Force – Bruce Katcher

D. Local Housing Partnership – Karen Kaminski

**VI. Business**

A. Option of one signature on warrant [TA]

B. Discussion of Use of Town-owned Property without permission [Chair]

C. Discussion of Selectboard appearance in 4<sup>th</sup> of July parade

D. Personnel Contracts and MOU Approvals [TA]

a) Teamsters Union

b) Firefighters Union

c) Police Chief

d) Police Lieutenant

e) Fire Chief

f) DPW Director

**VII. Selectboard Reports**

**VIII. Town Administrator's Report**

**IX. Topics for Future Discussion**

**X. Correspondence and Vacancy Report**

**XI. Minutes**

A. May 23, 2019 – Work Meeting

B. May 28, 2019 – Regular Meeting

**XII. Adjournment and Executive session –**

Move to adjourn to Executive Session Pursuant to G.L. c. 30A, §21(a)(3), to discuss strategy with respect to collective bargaining or litigation if an open meeting may have a detrimental effect on the bargaining or litigating position of the public body and the chair so declares:

A. Sexton v Town of Wellfleet and Wellfleet Housing Authority - Case No. 17 MISC 000728 (RBF)

Town of Wellfleet

1

BOS Agenda

Meeting materials are available on the Town of Wellfleet web site: <http://www.wellfleet-ma.gov>. Motions may be offered and votes may be taken by the Board on any agenda item except for Announcements & Public Comment





## BOARD OF SELECTMEN

AGENDA ACTION REQUEST  
Meeting Date: April 9, 2019

II

### PUBLIC HEARINGS – A

<b>REQUESTED BY:</b>	<b>Beach Administrator</b>
<b>DESIRED ACTION:</b>	<b>Amend the Beach Rules and Regulations: Penalties and Enforcement Sections</b>
<b>PROPOSED MOTION:</b>	
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____



## Courtney Butler

---

**From:** Nancy Civetta  
**Sent:** Friday, June 7, 2019 9:22 AM  
**To:** Courtney Butler  
**Cc:** Jeanne Maclauchlan  
**Subject:** RE: Beach Rules and Regulations Reorganization 2018 DRAFT.doc  
**Attachments:** Beach Rules and Regulations Reorganization 2018 DRAFT NC rev.doc

Hi Courtney,

I bolded my additions. I submit this for consideration by the BOS. I think it warrants discussion as it would represent a big change from where we are today. I will not be able to be at the BOS meeting, but I am open to whatever their feedback may be. We had a LOT of complaints last summer about dogs on bay beaches, which is what brought Suzanne and I to work on this with the Animal Control Officer. We do have problems of people not picking up after their dogs, although the nitrogen in urine is perhaps of greater concern to water quality and feeding shellfish. This said, I look forward to their thoughts on this sensitive subject. Walking dogs on the beach is a much-loved activity for both dogs and people. I hope the fact that Wellfleet accommodates this on the ocean National Seashore beaches and the Duck Harbor and Gut areas on Cape Cod Bay will make sense to all, but again, I am open to the perspective of others as long as we can ensure the health of the shellfish we produce here. It is a vital source of income for our community and the number one year-round industry in town.

Please submit this email as part of the packet.

Sincerely,  
Nancy

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



*Amendments by Beach Administrator and Shellfish Constable in red.*

**TOWN OF WELLFLEET  
BEACH RULES AND REGULATIONS**

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

**1. Authority**

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

**2. Purpose and Intent**

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

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

**4. Parking**

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

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

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

D. Parking permits will not be issued to Dealer Plates.

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

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

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

**5. Prohibitions**

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

B. Surfing is prohibited during the summer season on the guarded portion of the beaches at Newcomb Hollow, Cahoon Hollow or Maguire Landing at LeCount Hollow when the lifeguards are on duty. Surfing is permitted during the summer season on the guarded portion of the beach at White

*Amendments by Beach Administrator and Shellfish Constable in red.*

Crest. (amended 03/24/06)

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

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

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

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

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

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

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

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

## **6. Animals**

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

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

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

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

E. Domesticated animals are never allowed on the following salt water beaches and landings **due to the farming and wild harvesting of shellfish to be consumed raw**: Burton Baker, Indian Neck and Nauset Road, Mayo Beach and Powers Landing, **Duck Creek, Chipman’s Cove, Herring River, Field Point, Paine Hollow, Pleasant Point, Blackfish Creek, Old Wharf Point, Loagy**



*Amendments by Beach Administrator and Shellfish Constable in red.*

### **Bay and Lieutenant's Island.**

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

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

## **7. Lessons and Events**

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

- giving lessons of any kind
- conducting canoe or kayak tours
- holding events.

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

B. Activities at Gull Pond are limited to:

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

## **8. Enforcement Penalties**

### ~~A. Criminal Complaint~~

~~Whoever violates any of the above rules and regulations shall be punished by a fine of not more than fifty (\$50) for each offense. If the payment for such a fine is not received by the Town within three weeks from the date of the violation, the violator shall lose the right to obtain or use a Wellfleet Beach Parking Permit. A violation of each specific rule or regulation shall be deemed a separate offense and each day on which a violation occurs or continues shall be deemed a separate offense, subject to the penalties stated herein. (amended 03/24/09)~~

### ~~B. Non-Criminal Disposition~~

~~As an alternative to initiating criminal proceeding pursuant to subsection A above, the enforcing agent may dispose of a violation of these rules and regulations pursuant to the following procedures. Whoever violates any provision of these rules and regulations may, in the discretion of officers of the Wellfleet Police Department, the Director of Community Services, Beach Administrator, Beach Guard Captain, Head Lifeguard, Harbormaster, Assistant Harbormaster, Health and Conservation Agent, Assistant Health and Conservation Agent, Shellfish Constable, Deputy Shellfish Constables and Animal Control Officer or member of the Board of Selectmen be penalized by a non-criminal complaint pursuant to the provisions of M.G.L Chapter 40, Section 21D. or regulation as stated above shall be subject to a fine of not more than fifty (\$50) for each separate offense according to the schedule listed below. If the payment for such a fine is not received by the Town within three weeks from the date of the violation, the violator shall lose the right to obtain or use a Wellfleet Beach Fire Permit or a Wellfleet Beach Parking Permit. A violation of each specific rule or regulation shall be deemed a separate offense, and each day on which a violation occurs or continues shall be deemed a~~

*Amendments by Beach Administrator and Shellfish Constable in red.*

separate offense, subject to the penalties stated herein. (03/24/09. 1/26/10, 8/14/2012, **June 11, 2019**)

**Schedule of Fines**

<b>First Offense:</b>	<b>Written Warning</b>
<b>Second Offense:</b>	<b>\$ 75</b>
<b>Third and each subsequent offense</b>	<b>\$125</b>



## BOARD OF SELECTMEN

AGENDA ACTION REQUEST  
Meeting Date: June 11, 2019

III

### COMMITTEE UPDATE

<b>REQUESTED BY:</b>	<b>Parking Task Force</b>
<b>DESIRED ACTION:</b>	<b>Committee Update</b>
<b>PROPOSED MOTION:</b>	<b>TBD</b>
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____





## BOARD OF SELECTMEN

AGENDA ACTION REQUEST

Meeting Date: June 11, 2019

IV

### LICENSES – A

<b>REQUESTED BY:</b>	Principle Clerk
<b>DESIRED ACTION:</b>	Approval of Common Victualler and Food Truck licenses
<b>PROPOSED MOTION:</b>	I move to approve the Common Victualler and Food Truck license for The Big Squeeze.
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____





Town of Wellfleet  
300 Main Street  
Wellfleet, MA 02667

2019

**FOOD TRUCK LICENSE APPLICATION**

Fee 150.00  
BOH Fee 100.00  
Processing Fee 50.00  
**TOTAL \$300.00**

Business Name/Map/Lot The Big Squeeze, LLC

Mailing Address PO Box 20

Town/State/Zip Wellfleet, MA 02667

Business Street Address 70 Spring Valley Road

Business Telephone No. 781-308-8044 Cell 631-525-1634 Federal ID Number 82119006

Manager Megan Duffy & Nadia Bricault E-Mail Address thebigsqueezelle@gmail.com

**LICENSE TYPE:**

**Annual**

**▶ Seasonal**

General

Charter Boat

▶ Common Victualler

Sunday Entertainment

Weekday Entertainment

▶ Food Truck

Class II

Class IV

Automatic Amusement

Taxi

Driver

Trash Hauler

Retail Food

▶ Food Service

Residential Kitchen

Catering

CMT

Bed & Breakfast

If applicant is an individual or partnership, please answer below:

a. Telephone \_\_\_\_\_

b. Name \_\_\_\_\_

c. Mailing Address \_\_\_\_\_

If applicant is a corporation or trust, please answer below:

List the titles of all officers and manager:

Title                      Full Name                      Home Address

Owner                      Megan Duffy                      70 Spring Valley Road Wellfleet, MA 02667

Owner                      Nadia Bricault                      70 Spring Valley Road Wellfleet, MA 02667

Corporate or Trust Name The Big Squeeze, LLC

Corporate Mailing Address 15 Sherril Road Marshfield, MA 02050

Corporate Telephone 781-308-8044

PROVIDE THE FOLLOWING INFORMATION WITH RESPECT TO EACH LOCATION:

What will be the hours of operation? 8 am – 12 noon

Time(s) of Peak Customer Activity:

Est. Number of Customers at Peak Time(s):

Est. Number of Employees at Peak Time(s):

What provisions have been made for trash, wastewater, potable water, electric and recycling?  
Using the kitchen at Wellfleet United Methodist Church

LIST THE LOCATIONS WHERE THE MOBILE FOOD VEHICLE WILL BE DEPLOYED AND ATTACH A SKETCH OF HOW THE VEHICLE WILL BE POSITIONED AND OTHER DETAILS OF THE AREA TO BE LICENSED.

Location(s) Farmers Market at the Wellfleet United Methodist Church

I certify under the penalties of perjury that I, to the best knowledge and belief, have filed all state tax returns and paid all State taxes under law. I further certify that in the conduct of this business I will abide by all Town bylaws and regulations.

\_\_\_\_\_  
\*Signature of Individual or Signature of Corporate Officer w/Title (Mandatory)


\_\_\_\_\_  
The Big Squeeze, LLC  
Corporate Name (Mandatory if Applicable)

\_\_\_\_\_  
82119006  
Federal Identification No.

\_\_\_\_\_  
Date of Application

\*Approval of a contract or other agreement will not be granted unless this certification clause is signed by the applicant.  
\*\* Your social security number will be furnished to the MA Dept. of Revenue to determine if you have met tax filing or payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed or extended. This request is made under the authority of M.G.L. c. 62C s. 49A.


FOR OFFICE USE ONLY BELOW THIS LINE

Police  Date 5/30/19 Comment OK

Fire \_\_\_\_\_ Date \_\_\_\_\_ Comment \_\_\_\_\_

Tax \_\_\_\_\_ Date \_\_\_\_\_ Comment \_\_\_\_\_

Building \_\_\_\_\_ Date \_\_\_\_\_ Comment \_\_\_\_\_

Health  Date 6/5/19 Comment OK





## BOARD OF SELECTMEN

AGENDA ACTION REQUEST  
Meeting Date: June 11, 2019

IV

### LICENSES – B

<b>REQUESTED BY:</b>	<b>Principle Clerk</b>
<b>DESIRED ACTION:</b>	<b>Approval of Common Victualler, Food Truck, and Business Licenses</b>
<b>PROPOSED MOTION:</b>	<b>I move to approve the Common Victualler, Food Truck, and Business Licenses for Leaside Café.</b>
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____





Town of Wellfleet  
300 Main Street  
Wellfleet, MA 02667

201

### FOOD TRUCK LICENSE APPLICATION

Fee 150.0  
BOH Fee 100.0  
Processing Fee 50.0  
**TOTAL \$300.0**

Business Name/Map/Lot Leeside Cafe LLC

Mailing Address PO Box 715

Town/State/Zip Wellfleet MA 02667

Business Street Address 1175 Gross Hill Road

Business Telephone No 508 240 4999 Cell same Federal ID Number 0137266

Manager Murro Van Meter E-Mail Address mooroe@hotmail.com

**LICENSE TYPE:**

Annual

▶ Seasonal

General

Charter Boat

▶ Common Victualler

Sunday Entertainment

Weekday Entertainment

▶ Food Truck

Class II

Class IV

Automatic Amusement

Taxi

Driver

Trash Hauler

Retail Food

▶ Food Service

Residential Kitchen

Catering

CMT

Bed & Breakfast

If applicant is an individual or partnership, please answer below:

a. Telephone ~~508 240 4999~~

b. Name ~~Murro Van Meter~~ **N/A**

c. Mailing Address ~~PO Box 715~~

If applicant is a corporation or trust, please answer below:

List the titles of all officers and manager:

Title	Full Name	Home Address
<u>Owner</u>	<u>Murro Van Meter</u>	<u>105 Aunt Sallys Way 02667</u>

Corporate or Trust Name Leeside Cafe LLC

Corporate Mailing Address 715 - 02667

Corporate Telephone 508 240 4999

PROVIDE THE FOLLOWING INFORMATION WITH RESPECT TO EACH LOCATION:

What will be the hours of operation? 10AM-4PM

Time(s) of Peak Customer Activity: 1PM

Est. Number of Customers at Peak Time(s): 100

Est. Number of Employees at Peak Time(s): 2-3

What provisions have been made for trash, wastewater, potable water, electric and recycling? EV service Fraizer

LIST THE LOCATIONS WHERE THE MOBILE FOOD VEHICLE WILL BE DEPLOYED AND ATTACH A SKETCH OF HOW THE VEHICLE WILL BE POSITIONED AND OTHER DETAILS OF THE AREA TO BE LICENSED.

Location(s) concessions space in parking lot of Newcomb Hollow

I certify under the penalties of perjury that I, to the best knowledge and belief, have filed all state tax returns and paid all State taxes under law. I further certify that in the conduct of this business I will abide by all Town bylaws and regulations.



\*Signature of Individual or Signature of Corporate Officer w/Title (Mandatory)

Leslie Cafe LLC

Corporate Name (Mandatory if Applicable)

013726655


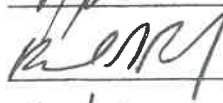


Federal Identification No.

May 10<sup>th</sup> 2019

Date of Application

\*Approval of a contract or other agreement will not be granted unless this certification clause is signed by the applicant. \*\* Your social security number will be furnished to the MA Dept. of Revenue to determine if you have met tax filing or payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed or extended. This request is made under the authority of M.G.L. c. 62C s. 49A.

FOR OFFICE USE ONLY BELOW THIS LINE

Police		Date	4/30/19	Comment	OK
Fire		Date	5/1/19	Comment	OK
Tax	N/A	Date		Comment	
Building		Date	04-30-19	Comment	as
Health		Date	4/30/19	Comment	OK

11/13

**SPECIAL STATE LICENSE**

**Hawker or Pedler**

*Take care of your license.  
Lost license will not be replaced.*

**No 126962 A**

Fee: \$60.00  
Display \$2.00

Licensee: **Murro Van Meter**

**105 Aunt Sally's Way  
WELLFLEET, MA 02667**

**The Commonwealth of Massachusetts**

**DIVISION OF STANDARDS  
ONE ASHBURTON PLACE, BOSTON**



**APR 22 2020**

Expires: .....

Date of Birth: ..... **12-2-76** .....

Date ..... **APR 23 2019** .....

*Above portion must be worn in a visible  
and conspicuous manner on outer clothing.*

**Be it known** unto all to whom these presents come, that the above-named person is hereby licensed to go about as a **HAWKER** or **PEDLER** in all the Cities and Towns in this Commonwealth, and to sell or expose for sale or barter any meats, butter, cheese, fish, fruits, vegetables, or other goods, wares or merchandise; except jewelry, furs, wines, spirituous liquors, small artificial flowers or miniature flags.

This license is not valid until after the licensee has endorsed his usual signature in the space provided in the margin hereof, and the license is dated and stamped with the official stamp or signature of the Director. The portion of the license indicating the license number, licensee's name and the date of expiration must be worn in a visible and conspicuous manner on outer clothing, otherwise he will be liable to the same penalty as if he had no license.

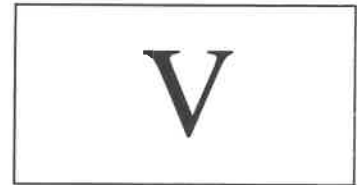
*James P. Cassidy Jr.*





## BOARD OF SELECTMEN

AGENDA ACTION REQUEST  
Meeting Date: June 11, 2019



### APPOINTMENTS/REAPPOINTMENTS - A

<b>REQUESTED BY:</b>	<b>Town Administrator</b>
<b>DESIRED ACTION:</b>	<b>Appointment of Curt Felix to the Cape Cod Water Protection Collaborative</b>
<b>PROPOSED MOTION:</b>	<b>I move to appoint Curt Felix as the Wellfleet Representative to the Cape Cod Water Protection Collaborative.</b>
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____







## BOARD OF SELECTMEN

AGENDA ACTION REQUEST

Meeting Date: June 11, 2019

V

### APPOINTMENTS/REAPPOINTMENTS - B

<b>REQUESTED BY:</b>	Principal Clerk
<b>DESIRED ACTION:</b>	Appointment of Chip Benton to the Shellfish Advisory Board
<b>PROPOSED MOTION:</b>	I move to appoint Chip Benton the Shellfish Advisory Board for a term to expire on June 30, 2021.
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____





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

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

FILL OUT THE FORM BELOW and mail it to:

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

Name Chip Benton Date 5-26-19

Mailing Address 16 C Burgess Lane  
Wellfleet

Phone (Home): NA (cell) 508 221 6014

E-mail NA

Please describe briefly any work experience, including volunteer service, that you feel would be useful to the Town: 12 years Shellfish Adv (1986-98), 50 years

commercial shellfishing in Wellfleet. Dragging, wild  
picking and grant work.

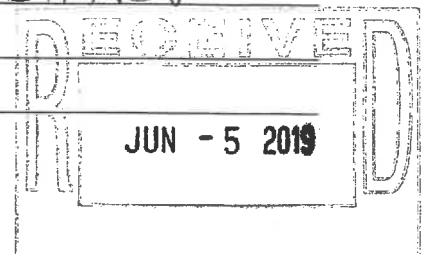
Please add any other information that you think may be useful, including education or other formal training, specialized courses, professional licenses or certifications, etc.:

50 years experience fishing in Wellfleet to earn  
a living - 12 years SAB attempting to maintain a sustainable  
shellfishery for the wild fisherman and hopefully my children.  
Now that all my children have had opportunities to wild  
fish I'd like to try to ensure my grandchildren will  
have a fair chance to make a living from the harbor

Committees/Boards of Interest: 1) SAB Shellfish Adv

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

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







## BOARD OF SELECTMEN

AGENDA ACTION REQUEST  
Meeting Date: June 11, 2019

V

### APPOINTMENTS/REAPPOINTMENTS - C

<b>REQUESTED BY:</b>	Principal Clerk
<b>DESIRED ACTION:</b>	Appointment of Bruce Katcher to the Parking Task Force.
<b>PROPOSED MOTION:</b>	I move to appoint Bruce Katcher to the Parking Task Force for a 3-year term.
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____





TOWN OF WELLFLEET  
APPLICATION FOR TOWN BOARDS & COMMITTEES MEMBERSHIP

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

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

Name BRUCE KATCHER Date 5/20/19

Mailing Address 24 UPLANDS DR  
WELLFLEET, MA 02667

Phone (Home) 508-349-0477 (cell) 781-424-2347

E-mail Bkatcher@CapeShores.com

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

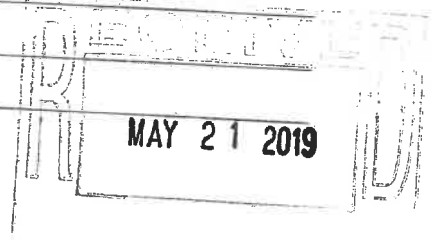
SURVEY EXPERTISE (EMPLOYEES, CUSTOMER, MEMBERS)

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

INDUSTRIAL/ORGANIZATIONAL PSYCHOLOGIST  
SURVEY EXPERTISE

Committees/Boards of Interest: 1) PARKING TASK FORCE  
2) \_\_\_\_\_  
3) \_\_\_\_\_

Town of Wellfleet Boards and Committees









## BOARD OF SELECTMEN

AGENDA ACTION REQUEST

Meeting Date: June 11, 2019

V

### APPOINTMENTS/REAPPOINTMENTS - D

<b>REQUESTED BY:</b>	Principal Clerk
<b>DESIRED ACTION:</b>	Appointment of Karen Kaminski to the Local Housing Partnership
<b>PROPOSED MOTION:</b>	I move to appoint Karen Kaminski to the Local Housing Partnership for a 1 year term.
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____





TOWN OF WELLFLEET
APPLICATION FOR TOWN BOARDS & COMMITTEES MEMBERSHIP

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

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

Name Karen E. Kaminski Date
Mailing Address P.O. box 1495
Wellfleet, Ma 02667

Phone (Home) 508-349-1111 Phone (cell) 201-410-8463

e-mail: Karen.e.kaminski@gmail.com

Please describe briefly any work experience, including volunteer service, that you feel would be useful to the Town: Marketing director at major pharmaceutical company managing multimillion dollar budgets. Member of 60 unit condominium board; directed residing and window replacement for all units: on budget and on time. Supervised landscaping contractor for grounds maintenance. Reconstructed one house and built a second here in Wellfleet using local contractors. Owned and managed multifamily buildings in Jersey City, N.J.

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

Committees/Boards of Interest: 1) Local Housing Partnership
2)
3)

MAY 28 2019





## BOARD OF SELECTMEN

AGENDA ACTION REQUEST  
Meeting Date: June 11, 2019

VI

### BUSINESS – A

<b>REQUESTED BY:</b>	<b>Town Administrator</b>
<b>DESIRED ACTION:</b>	<b>Option of one signature on warrant</b>
<b>PROPOSED MOTION:</b>	<b>I move to designate a member of the Selectboard to be the sole signer of warrants.</b>
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):
<b>VOTE:</b>	Yea _____ Nay _____ Abstain _____



## Courtney Butler

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**From:** Dan Hoort  
**Sent:** Monday, June 3, 2019 9:27 AM  
**To:** Courtney Butler  
**Subject:** 06/11/19

Helen suggested that the BOS vote on this at an upcoming meeting

Passed during 04/23/18 Annual Town Meeting

**ARTICLE 32:** Proposal to Amend Town of Wellfleet General Bylaws. To see if the Town will vote to amend its General Bylaws, Article III, section 5 by adding the text shown in **bold** and deleting the text shown as ~~strike through~~ below such that the bylaw, as amended shall read:

Section 5. No money shall be paid from the Town Treasury without a warrant or order therefore directed to the Treasurer. **Such warrant or order shall be signed by a majority of the Selectmen or by a member designated by the Board of Selectmen pursuant to M.G.L. Ch. 41, Section 56.** No money granted for special purpose shall be applied to any other use, unless by a vote of the Town, and no orders shall be drawn upon the Treasurer for any purpose not authorized by a vote of the Town or by the statutes of the Commonwealth. The orders drawn against any appropriation shall not exceed the same.

Ms. Miranda Wilson moved and it was seconded that the Town vote to amend its General Bylaws, Article III, section 5 as printed in the warrant in article 32.

A majority vote is required for adoption. The Moderator declared the motion carried on a voice vote.

**Daniel R. Hoort**  
**Town Administrator**  
**Town of Wellfleet**  
300 Main Street  
Wellfleet, MA 02667  
(508) 349-0300







# BOARD OF SELECTMEN

AGENDA ACTION REQUEST  
Meeting Date: June 11, 2019

VI

## BUSINESS – B

<b>REQUESTED BY:</b>	Chair
<b>DESIRED ACTION:</b>	<b>Discussion of Use of Town-Owned Property without Permission</b>
<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: June 11, 2019

VI

### BUSINESS – C

<b>REQUESTED BY:</b>	<b>Town Administrator</b>
<b>DESIRED ACTION:</b>	<b>Discussion of Selectboard's Appearance in July 4<sup>th</sup> Parade</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: June 11, 2019

# VI

## BUSINESS – D

<b>REQUESTED BY:</b>	Town Administrator
<b>DESIRED ACTION:</b>	Personnel Contracts and MOU Approvals
<b>PROPOSED MOTION:</b>	<ol style="list-style-type: none"><li>1. I move to approve the MOU for Teamsters Union and authorize the Selectboard to sign the contract.</li><li>2. I move to approve the MOU for Firefighters Union and authorize the Selectboard to sign the contract.</li><li>3. I move to approve the MOU for Police Chief and authorize the Selectboard to sign the contract.</li><li>4. I move to approve the MOU for Police Lieutenant and authorize the Selectboard to sign the contract.</li><li>5. I move to approve the MOU for Fire Chief and authorize the Selectboard to sign the contract.</li><li>6. I move to approve the MOU for the DPW Director and authorize the Selectboard to sign the contract.</li></ol>
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):
<b>VOTE:</b>	Yea _____ Nay _____ Abstain _____



**Town of Wellfleet  
and  
Teamsters Union Local No. 59  
Memorandum of Understanding  
Fiscal Year 2020, 2021 & 2022**

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 Teamsters Union Local No. 59 (Union) and is subject to approval by the Union and the Wellfleet Selectboard.

**Article 11: Holidays**

Add: Day After Thanksgiving.

**Article 13: Personal Days**

Change from one personal day to two personal days per year.

**ATTACHMENT 28: Wages**

<u>Position</u>	<u>Incumbent</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>
Facilities Foreman	Williams, P	\$66,708	\$69,896	\$72,692
Tran Station Foreman	Cicale	\$63,948	\$67,546	\$70,248
Gate Attendant	Delano	\$46,615	\$48,999	\$50,959
Heavy Equipment Operator	vacant	\$59,000	\$61,360	\$63,814
Highway Foreman	McCarthy	\$63,281	\$67,372	\$70,067
Mechanic	Silva	\$62,411	\$65,428	\$68,045
Driver Laborer Operator	Morris	\$48,557	\$51,019	\$53,060
Custodian/Grounds	Bragdon	\$50,368	\$52,382	\$54,478
Truck Driver/Asst. Mech.	Berry	\$59,520	\$62,421	\$64,917
Heavy Equip Op/Asst. Mech.	Pickard	\$55,298	\$59,070	\$61,433
Custodian	Parker	\$50,888	\$53,443	\$55,581
Driver/Laborer	Williams, R	\$53,738	\$56,408	\$58,664
Harbor Master	Flanagan	\$78,143	\$82,309	\$85,601
Asst. Harbor Master	Sullivan	\$53,931	\$57,128	\$59,413

**Article 31: Longevity (changed to be identical to WEA)**

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 the next four years, increase to \$700 on the tenth (10th) year with an additional \$100 annually added thereafter. The longevity bonus shall be paid on the first payroll following the anniversary date to those who qualify by length of continuous service.

Regular part-time employees and Part-time less than 20 hour employees shall be entitled to one half the longevity bonus paid to full-time employees.

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.

**Agreed upon this 11<sup>th</sup> day of June, 2019.**

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**Daniel R. Hoort**  
Wellfleet Town Administrator

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**Kevin McCarthy**  
Teamsters Union Local No. 59

**WELLFLEET SELECTBOARD**

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**Janet Reinhart**

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**Helen Miranda Wilson**

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**Justina Carlson**

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**Kathleen Bacon**

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**Michael DeVasto**



## Memorandum of Understanding

Replace Article XII Overtime Section 4. - Shift Continuation. With the following:

- In the event that an employee is required to work overtime at the conclusion of a shift, and that overtime does not exceed fifteen minutes, the employee will not be compensated for that overtime. If the employee works in excess of fifteen minutes, but, no more than thirty minutes, the employee will be compensated for thirty (30) minutes of over-time. At the thirty (30) minute mark the employee shall be compensated for one (1) hour of overtime. For all hours after the first hour, he/she will be compensated for the full hour.

Replace Article XII Overtime Section 5. – Pages. With the following:

- When a request is made for additional personnel for any type of *non-group call* or station coverage, any available union members may respond on the first request until the requested amount of personnel is met. Staffing of ambulance runs will be determined by the Officer in Charge of the shift or in their absence the senior paramedic on location.

Modify Article XII Overtime Section 6. - Off Duty Response. Replace the first and second paragraph with the following and modify the second paragraph:

- Whenever an employee is required or requested to return to work, that employee shall receive a minimum of two (2) hours pay at the rate of time and one half. Once the two (2) hour minimum has been reached, for all additional hours after the minimum for which the employee works, the employee will receive a full hour's pay at the rate of time and one half. This shall repeat until the employee is released by the O.I.C.
- In the event that an employee is called back to work after being released from a call by the O.I.C., and prior to the expiration of the two-hour minimum the employee shall not receive a second two-hour minimum but rather shall be paid a one-hour minimum. Once that one-hour minimum has been reached the employee will receive another one-hour minimum. This procedure shall repeat until the employee is again released from the call by the OIC.

Add the following Section to Article XVI – Injury Leave:

- Section 3. – Presumptions: The Employer shall recognize and apply the presumptions applicable to fire fighters as contained in Chapter 32, Sections 94, 94A and 94B as interpreted and applied by PERAC, CRAB and the courts in determining whether an employee's incapacity for duty shall be classified as line of duty pursuant to Chapter 41, Section 111F.



## Memorandum of Understanding

Create the following section under Article XXV Clothing :

- Section 4. Uniform Allowance: The Town shall make available for each employee, after successful completion of his/her probationary period and one year of duty, a maximum of \$400.00 for the purpose of replacing and/or maintaining such items of clothing (as outlined in Section 1.) All unused money, at the end of the fiscal year shall revert back to the Town. A uniform article destroyed or substantially damage in the line of duty, other than from normal wear and tear, shall be replaced by the Town at no cost to the employee.

Appendix A Wages Section 2. Private Details:

- Increase the rate to \$52.00 in year one then \$56.00 in year two then \$60.00 in year three.

Appendix A Wages Section 3. Out of grade pay add the following to the last paragraph:

- Time served in an acting capacity shall count towards the appropriate pay step and be calculated into the seniority of the officer position once they are officially appointed. While in an acting capacity the member shall receive the appropriate pay step equal to time served in the position.

Article XXVIII Tuition Reimbursement Section 2. Educational Incentive

- The Town shall annually compensate full-time firefighters for credits earned in prior years in July of a new fiscal year with the following stipends for courses which are completed with a passing grade of C or better, and which are relevant to a Fire Science/EMS degree. The courses shall be from any accredited Fire Science or EMS degree granting institution. The four stipend levels are not cumulative. Courses must be approved by the Fire Chief, otherwise they will not be eligible to be used as a course for the educational incentive. For newly hired members the stipend shall be paid in their first pay period and then annually in July.

Create Article

- Promotional Process
- The Fire Chief shall maintain a current promotional eligibility list. The test shall be given a minimum of once after three complete years have passed or within one year of the eligibility list falling below four eligible candidates. Candidates must retest during each open test to stay on the eligibility list.



## Memorandum of Understanding

- Any current fulltime member of the Department who has completed five (5) years of service within the Wellfleet Fire Department with minimum of three (3) as a full- time member or five (5) years full-time fire service with another fire department in Barnstable County and at least three (3) years full-time service in the Wellfleet Fire Department may be eligible to take the promotional test. If the above criteria would adversely limit the list of eligible candidates, the criteria can be modified upon agreement by the Union and the Chief.
- A notice of promotional testing shall be posted on the Department bulletin board for a minimum of ten days. The posting shall specify the qualifications required for the position, application instructions, Chief's interview, and a description of the testing process and grading procedure and materials or editions needed for testing. A minimum of thirty days will be allowed for the resume submission.
- The Promotional process will consist of a Written Exam, an Oral Board review consisting of no less than two union officers and a Chief's interview.
- The written promotional test shall be administrated by an independent recognized testing agency agreed upon by the Union and the Fire Chief. The Town of Wellfleet shall provide all testing materials free of charge to eligible candidates at least three months prior to the test date of the written portion of the exam.
- The interview process shall begin within two weeks of obtaining the written results. The interview portions shall be completed within thirty days.
- The written portion of the exam will constitute 40% of the final grade. The Oral Board Review will constitute 50% of the final grade with the Chief's interview making up the final 10%.
- Candidates who pass all three portions of the test with a minimum cumulative grade of 70% shall be considered as successfully passing the complete promotional process. All candidates may schedule time with the Fire Chief or his designee to review their grades on each portion of the test.
- The Chief shall post the top four candidates with their scores on an eligibility list.
- The Fire Chief shall review the promotion list and choose without prejudice the candidate the he/she feels will best serve the department in that capacity from the top four candidates.

### Add to the end of Article XI - Hours of work

- If the Town adjusts an employee's submitted time sheet the Town shall notify the employee in writing informing them of the changes and noting the reasons for the changes.



## Memorandum of Understanding

Include with Wage Scale:

- Certification level stipends will be added to the appropriate step to determine an employee's base wage. Step advancement shall take place on an employee's date of hire anniversary or date of promotion anniversary, an employee's base wage shall be adjusted at that time. Members shall have their wage adjusted to the appropriate pay scale on July 1<sup>st</sup> correlating to their step.

Article XXXI Training Hours In the second to last sentence Change *seminar days* to *voluntary training hours*.

Under Article XXV Clothing Section 1. Replace Jacket, Winter with:

- One (1) DOT approved winter coat with detachable liner

Article XI Hours of Work remove the following sentence:

- This provision shall go into effect six months after the implementation of this agreement unless the Town has implemented a suitable alternative.

Replace the first paragraph of Article XI Hours of Work with the following:

- The regular work schedule for employees shall be an average of forty-two (42) hours per week in an eight (8) week cycle. There are two work schedules for employees:
- One shall consist of one (1) twenty-four (24) hour day from 08:00 to 08:00, followed by two twenty-four hour days off (48 hours), and followed by one twenty-four hour day from 08:00 to 08:00, followed by four consecutive twenty-four hour days off (96 hours). For the purposes of vacation, personal, sick and other leaves, time off shall consist of twelve (12) hour shifts: (08:00 to 20:00 and 20:00 to 08:00)
- The second shall consist of four (4) ten and a half (10.5) hour shifts from 07:30 to 18:00, followed by three (3) twenty-four hour days off (72 hours) For the purposes of vacation, personal, sick and other leaves, time off shall consist of ten and a half (10.5) hour shifts.
- All accrual of vacation, personal, sick, and other leaves shall be in accordance with the other articles in the contract regardless of the shift the employee is assigned to. Time off will be allowed to be taken in two (2) hour increments. Alternative schedules may be implemented upon agreement of a majority of the employees and the Chief.

The following language shall be added to article XIV Vacation after the second to last paragraph:

- Only for the purpose of determining the pro-rated vacation hours owed for an employee who resigns, retires, is laid off or terminated, the formula shall be ((total hours the employee will be eligible for on their next yearly anniversary date/date of hire) divided by twelve)) multiplied by the number of complete monthly anniversary date/ date of hire worked between their last yearly anniversary date/date of hire and their employment ending.
- For example, employee eligible for 96 hours on their next yearly anniversary date/date of hire leaving 6 complete months after his or her last monthly anniversary date/date of hire will receive 48 pro-rated hours.  $96/12=8$   $8*6=48$  48 hours owed to the employee





## Memorandum of Understanding

Add the following to the end of Article XI Hours of Work:

- For determining the eight week cycle used to calculate the hours worked to achieve a 42 hour weekly payroll average, the following shall apply:
- When an agreed upon group change occurs, the eight week cycle shall start at the beginning of the pay period (Thursday to Wednesday) that the changes take place in.
- When an agreed upon shift change occurs from a 10.5 hour day shift to a 24 hour shift or a 24 hour shift to a 10.5 hour day shift the cycle shall start at the beginning of the pay period (Thursday to Wednesday) that the changes take place in.
- When a member is terminated or resigns the eight week cycle shall not apply and the member shall be paid for their actual scheduled hours completed over the two week payroll period with overtime paid for hours worked in excess of 84 hours during the pay period.
- If because of a group transfer an employee is scheduled to work forty-eight (48) consecutive hours or, more than five (5) consecutive days, the department shall provide leave without loss of pay or other benefits, of a minimum of one shift off equal to twenty-four (24) hours or ten and a half (10.5) hours depending on the shift the members is assigned to at the commencement of the transfer period to prevent the occurrence of the above-stated situations.

**For a member entering the Massachusetts Fire Academy:**

- The Thursday before a member is to enter the Massachusetts Fire Academy, he/she shall be designated to be on a special assignment and be taken off their regular shift. During the member's time in the Academy they shall be paid 42 hours weekly. Upon completion of the Academy he/she shall be assigned back to a regular shift, starting after the close of the pay week following their graduation. No hours shall be owed upon completion of the Academy. Members shall not be eligible for overtime while on special assignment without the Fire Chief's approval.

Modify the personal day language of Article XXI Personal Days

- One day's absence, twelve (12) hours, with pay shall be granted any employee, immediately upon completion of probation, and each year on July 1st for the purpose of transaction of business of a personal nature which is difficult to transact during normal working hours. Such leave must be requested in writing at least 48 hours prior to the dates selected, except in cases of emergencies. The request must be submitted to the supervisor and/or department head for approval. Requests for personal leave shall not be unreasonably refused, withheld, or denied.



## Memorandum of Understanding

- If a permanent full-time or permanent part-time employee does not utilize sick leave during any consecutive six-month period the employee shall be granted (1) *Earned Personal Day*, twelve (12) hours, which may be taken according to the guidelines noted above. The six month period shall start again once the *Earned Personal Day* is utilized. It shall be the responsibility of the employee to request and confirm the *Earned Personal Day* with his/her supervisor and/or department head.
- Personal days and earned personal days are not cumulative. One personal day and one earned personal day are allowed to be on the books at the same time.

Add the following to ARTICLE XXXI TRAINING:

- Travel time for classes will be capped at two (2) hours per day and deducted from the 60 hours.

Add new Article XXXVIII DRUG AND ALCOHOL POLICY.

To ensure a safe, healthful, and productive environment and to protect the general public and comply with the Federal Drug Free Workplace Act the Town of Wellfleet adopts this policy. The use or possession of alcohol while on duty shall be prohibited. The use, possession, solicitation for or sale of narcotics or other illegal drugs or prescription medication without a prescription on Town property is prohibited.

The Town has in place an Employee Assistance Program (EAP) and advises employees that they may consult with the EAP regarding any possible substance issues. The EAP program is confidential and the providers who work under that program are prepared to assist employees and will not provide confidential treatment/ medical information to the Town.

It is the goal of this policy to prevent and rehabilitate rather, than terminate the employment of workers who are abusing drugs or alcohol.

### PROHIBITED CONDUCTED

THE FOLLOWING CONDUCT BY MEMBERS OF THE BARGAINING UNIT IS PROHIBITED:

1. Unauthorized use, possession, manufacture, distribution, dispensation or sale of a controlled substance without a valid prescription, illegally used drug, drug paraphernalia or alcohol on Town property on Department business or Department vehicles or during working hours.
2. Being under the influence of an unauthorized controlled substance without a valid prescription, illegally used drug or alcohol on Department property, Department business on Department vehicles during working hours.
3. An employee shall not report for duty or remain on duty within four (4) hours of having consumed alcohol. An employee shall not report for duty or remain on duty with an alcohol concentration of 0.02 or greater.



## Memorandum of Understanding

4. Refusing consent to testing or refusing to submit a breath test or urine sample for testing.
5. Failure to notify the Department of any conviction under any drug statute.

### REFUSAL TO SUBMIT TO A TEST

An employee shall be considered to have refused to submit to a test under the policy when he or she:

Fails to provide adequate breath for testing without a valid medical explanation after receiving notice of the requirement to submit to a test;

Fails to provide a urine specimen for a controlled substance test without a valid medical explanation after receiving notice of the requirement to test;

Fails to proceed to the testing/collection site immediately after being informed of the requirement to be tested or leaves the site before the test is complete; or

Fails to follow the instructions of the collector/tester or complete the documents necessary to complete the test.

### DRUG TESTING

1. Whenever the Fire Chief, or, in his/her absence, the Deputy Fire Chief, has reasonable cause to believe that, based on objective facts and/or direct observations, a firefighter may have violated the Town's prohibitions concerning the use of controlled substances, the Fire Chief or the Deputy Fire Chief, after reporting to the Fire Station, may require the firefighter to submit to a drug screening test for the presence of controlled substances.

The authority to order a firefighter to submit to a drug screening test shall not be delegated to any other officer in the Fire Department.

#### Review

a. Notice of the order shall be given immediately to the firefighter, in writing, along with the basis for the order.

b. The firefighter may initiate a review of the order by advising the Fire Chief or Deputy Chief, in writing within 8 hours.

If a review is requested by the firefighter, the order shall be reviewed by a review committee. This committee will be comprised of the Fire Chief or his designee, a firefighter duly designated by the Union, and the Town Administrator or his designee. The order shall be reviewed by this committee not more than thirty two (32) hours after the order to submit to a drug screening test has been properly issued. The firefighter shall not be subjected to any drug screening tests during this review period.

d. If the review committee concludes that the testing is warranted, then the firefighter shall immediately, upon notification of the decision of the review committee, submit to such drug screening



## Memorandum of Understanding

tests as described in further sections of this policy. The firefighter shall be given the right to be accompanied by a Union representative.

e. If the review committee concludes that the testing is not warranted, then all records of the order of the Fire Chief shall be destroyed and the firefighter shall not submit to such drug screening tests. The decision of the review committee shall be binding and will not be subject to the grievance and arbitration provisions of the collective bargaining agreement.

Reasonable suspicion includes but is not limited to:

Specific observations concerning the appearance, behavior, speech, or body odors of the employee; observable phenomena such as direct observation of on-duty drug use or possession; a pattern of abnormal conduct, erratic behavior, or deteriorating work performance (including but not limited to: frequent absenteeism, excessive tardiness or frequent accidents not attributable to other factors and which appear to be related to drug abuse.)

Conviction for drug related offenses.

2. The testing procedure shall be conducted by a facility/agency authorized by the Department of Health and Human Services (DHHS) to conduct controlled substances testing under the Department of Transportation Regulations. All tests shall be conducted in accordance with the DOT Regulations (49 CFR Part 40) including but not limited to the right to have a split sample tested .

3. A firefighter will be found to have positive drug screening results if metabolites are found that are in excess of the metabolite levels found in 49 CFR 40.87 Volume 73, dated June 25, 2008 (Encl (1)).

4. On the first occasion of a positive finding of both the screening and confirmatory tests, or a refusal to test the firefighter shall be relieved of duty and placed on accrued sick, compensation, personal, and/or vacation leave. When a firefighter has exhausted his/her accrued sick, compensation, personal, and/or vacation time, he/she will be placed in a non-pay status. The firefighter shall remain on sick, compensation, personal, and/or vacation leave, or in a non-pay status until he/she is evaluated by a certified substance abuse counselor and completes an accredited substance abuse rehabilitation program or any other treatment as determined by the counselor. The cost of such a program shall be covered by the firefighter's health insurance program or the firefighter.

5. Discipline up to and including termination may result if the firefighter refuses to participate in such a rehabilitation program.

6. Before a firefighter may return to duty, he/she will have to submit to a "return-to-duty drug screening analysis". If the return-to-duty screening produces negative results, the firefighter may return to full duty.

7. A second offense under the provisions of this policy MAY subject the firefighter to termination from the Fire Department. Any disciplinary action taken under a second offense will be subject to the grievance procedure.





## Memorandum of Understanding

8. All records promulgated under this agreement shall be kept by the Fire Chief in a confidential file separate from his/her personnel file. Only the Fire Chief, the Fire Department Administrative Assistant (for clerical purposes only), the firefighter, or the firefighter's representative shall have access to that file.

9. If any screening test or confirmatory test results in a negative finding, all of the records for the test shall be destroyed and no further action taken against the firefighter concerning the test.

### ALCOHOL TESTING

Whenever the Fire Chief, or, in his/her absence, the Deputy Fire Chief, has reasonable cause to believe that, based on objective facts and/or direct observations, a firefighter may have violated the town's prohibitions concerning the use of alcohol, the Fire Chief or the Deputy Fire Chief, after the reporting to the Fire Station may require the firefighter to submit to a screening test for the presence of alcohol.

The authority to order a firefighter to submit to an alcohol screening test shall not be delegated to any other officer in the Fire Department.

Reasonable suspicion includes but is not limited to:

Specific observations concerning the appearance, behavior, speech, or body odors of the employee; observable phenomena such as direct observation of on-duty alcohol use or possession, a pattern of abnormal conduct, erratic behavior, or deteriorating work performance.

A firefighter is prohibited from reporting for duty or remaining on duty within four (4) hours of having consumed alcohol. A firefighter is also prohibited from reporting for duty or remaining on duty with an alcohol concentration of 0.02 or greater.

Alcohol testing is authorized under reasonable suspicion testing only when the observations are made during, or just preceding, or just after the period of the work day that the firefighter is required to be in compliance with the alcohol prohibitions.

1. The testing procedures shall be conducted by a facility/agency authorized to conduct breathe tests under the DOT Regulations (49 CFR Part 40). All tests shall be conducted in accordance with the DOT Regulations.
2. If the confirmatory test is positive, or there is a refusal to test, the firefighter shall be evaluated by a certified alcohol abuse counselor and any recommended treatment must be adhered to as per Section 4 and 5 of the Drug Testing Policy.
3. A second offense under the provisions of this policy may subject the firefighter to termination from the Fire Department. Any disciplinary action taken under a second offense will be subject to the grievance procedure.

End: (1) 49 CFR 40.87—Maximum Allowable Metabolite Limits

Subpart F - Drug Testing Laboratories



Memorandum of Understanding

§ 40.87 What are the cutoff concentrations for initial and confirmation tests?

(a) As a laboratory, you must use the cutoff concentrations displayed in the following table for initial and confirmation drug tests. All cutoff concentrations are expressed in nanograms per milliliter (ng/mL). The table follows:

Initial test analyte	Initial test cutoff <sup>1</sup>	Confirmatory test analyte	Confirmatory test cutoff concentration
Marijuana metabolites (THCA) <sup>2</sup>	50 ng/mL <sup>3</sup>	THCA	15 ng/mL.
Cocaine metabolite (Benzoylecgonine)	150 ng/mL <sup>3</sup>	Benzoylecgonine	100 ng/mL.
Codeine/ Morphine	2000 ng/mL	Codeine Morphine	2000 ng/mL. 2000 ng/mL.
Hydrocodone/ Hydromorphone	300 ng/mL	Hydrocodone Hydromorphone	100 ng/mL. 100 ng/mL.
Oxycodone/ Oxymorphone	100 ng/mL	Oxycodone Oxymorphone	100 ng/mL. 100 ng/mL.
6-Acetylmorphine	10 ng/mL	6-Acetylmorphine	10 ng/mL.
Phencyclidine	25 ng/mL	Phencyclidine	25 ng/mL.
Amphetamine/ Methamphetamine	500 ng/mL	Amphetamine Methamphetamine	250 ng/mL. 250 ng/mL.
MDMA/MDA <sup>5</sup>	500 ng/mL	MDMA MDA	250 ng/mL. 250 ng/mL.

<sup>1</sup>For grouped analytes (i.e., two or more analytes that are in the same drug class and have the same initial test cutoff):

**Immunoassay:** The test must be calibrated with one analyte from the group identified as the target analyte. The cross-reactivity of the immunoassay to the other analyte(s) within the group must be 80 percent or greater; if not, separate immunoassays must be used for the analytes within the group.



## Memorandum of Understanding

Alternate technology: Either one analyte or all analytes from the group must be used for calibration, depending on the technology. At least one analyte within the group must have a concentration equal to or greater than the initial test cutoff or, alternatively, the sum of the analytes present (i.e., equal to or greater than the laboratory's validated limit of quantification) must be equal to or greater than the initial test cutoff.

<sup>2</sup>An immunoassay must be calibrated with the target analyte,  $\Delta$ -9-tetrahydrocannabinol-9-carboxylic acid (THCA).

<sup>3</sup>Alternate technology (THCA and Benzoylecgonine): When using an alternate technology initial test for the specific target analytes of THCA and Benzoylecgonine, the laboratory must use the same cutoff for the initial and confirmatory tests (i.e., 15 ng/mL for THCA and 100ng/mL for Benzoylecgonine).

<sup>4</sup>Methylenedioxymethamphetamine (MDMA).

<sup>5</sup>Methylenedioxyamphetamine (MDA).

(b) On an initial drug test, you must report a result below the cutoff concentration as negative. If the result is at or above the cutoff concentration, you must conduct a confirmation test.

(c) On a confirmation drug test, you must report a result below the cutoff concentration as negative and a result at or above the cutoff concentration as confirmed positive.

(d) You must report quantitative values for morphine or codeine at 15,000 ng/mL, or above.



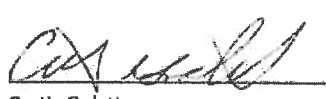
Memorandum of Understanding

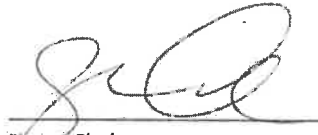
Section 5 Wage Scale

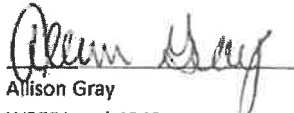
	FY 2020	FY 2021	FY 2022
<b>Firefighter</b>			
Step 1	\$53,000.00	\$54,060.00	\$55,141.20
Step 2	\$55,120.00	\$56,222.40	\$57,346.85
Step 3	\$57,324.80	\$58,471.30	\$59,640.72
Step 4	\$59,617.79	\$60,810.15	\$62,026.35
Step 5	\$62,002.50	\$63,242.55	\$64,507.40
Step 6	\$64,482.60	\$65,772.26	\$67,087.70
Step 7	\$67,061.91	\$68,403.15	\$69,771.21
<b>Lieutenant</b>			
Step 1	\$69,744.38	\$71,139.27	\$72,562.06
Step 2	\$72,185.44	\$73,273.45	\$74,738.92
Step 3	\$74,711.93	\$75,471.65	\$76,981.09
<b>Captain</b>			
Step 1	\$77,656.61	\$79,209.74	\$80,793.94
Step 2	\$79,986.31	\$81,586.04	\$83,217.76
Step 3	\$82,385.90	\$84,033.62	\$85,714.29
<b>Stipends</b>			
EMT	\$1,000.00	\$2,000.00	\$3,000.00
A-EMT	\$1,500.00	\$3,000.00	\$4,500.00
Paramedic	\$2,200.00	\$4,000.00	\$6,000.00

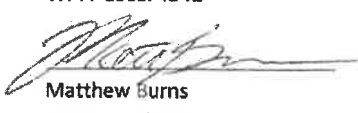
Agreed upon this \_\_\_ day of May, 2019.

  
 Daniel R. Hoot  
 Wellfleet Town Administrator

  
 Curtis Gelatt  
 WPPF Local 4342

  
 Shawn Clark  
 WPPF Local 4342

  
 Allison Gray  
 WPPF Local 4342

  
 Matthew Burns  
 WPPF Local 4342

WELLFLEET SELECTBOARD

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

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

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

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

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





**Town of Wellfleet  
and  
Police Chief Ronald L. Fisette  
Memorandum of Understanding  
Fiscal Year 2020, 2021 & 2022**

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 Police Chief Ronald L. Fisette subject to the approval of the Wellfleet Selectboard.

It is understood that Chief Fisette is expected to retire during the 2020 fiscal year.

**Section III - Salary**

Base Salary effective July 1, 2019	\$137,536
Base Salary effective July 1, 2020	\$141,663
Base Salary effective July 1, 2021	\$145,913

**Agreed upon this 11<sup>th</sup> day of June, 2019.**

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**Daniel R. Hoort**  
Wellfleet Town Administrator

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**Ronald L. Fisette**  
Wellfleet Police Chief

**WELLFLEET SELECTBOARD**

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**Janet Reinhart**

---

**Helen Miranda Wilson**

---

**Justina Carlson**

---

**Kathleen Bacon**

---

**Michael DeVasto**



**Town of Wellfleet  
and  
Police Lieutenant Michael Hurley  
Memorandum of Understanding  
Fiscal Year 2020, 2021 & 2022**

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 Police Lieutenant Michael Hurley subject to the approval of the Wellfleet Selectboard.

It is understood that Chief Fisetto is expected to retire during the 2020 fiscal year and Lieutenant Hurley will step into the role of Police Chief. A new contract will be negotiated for that purpose.

**Section IV - Compensation**

Base Salary effective July 1, 2019	\$122,369
Base Salary effective July 1, 2020	\$126,040
Base Salary effective July 1, 2021	\$129,821

**Agreed upon this 11<sup>th</sup> day of June, 2019.**

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**Daniel R. Hoort**  
Wellfleet Town Administrator

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**Michael Hurley**  
Wellfleet Police Lieutenant

**WELLFLEET SELECTBOARD**

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**Janet Reinhart**

---

**Helen Miranda Wilson**

---

**Justina Carlson**

---

**Kathleen Bacon**

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**Michael DeVasto**



**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE TOWN OF WELLFLEET  
and  
THE FIRE CHIEF**

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 Fire Chief Richard J. Pauley, Jr, subject to the approval of the Wellfleet Selectboard.

Said Contract is amended in the following respects:

**Section 2, Term**

The term of this extension to the Contract shall commence July 1, 2019 and shall continue in full force and effect until June 30, 2022.

**Section 4, Salary and Compensation**

Subject to annual appropriation by Town Meeting, the Town agrees to pay Pauley for services rendered under this agreement as follows:

July 1, 2019 through June 30, 2020	\$120,020
July 1, 2020 through June 30, 2021	\$122,720
July 1, 2021 through June 30, 2022	\$125,482

payable in installments at the same time as other employees of the Town are paid.

(Note: Base salary now includes the uniform allowance that was eliminated in Section 10)

**Section 6, Benefits and 111 F**

The Fire Chief shall be entitled to (25) twenty-five vacation days per year, effective July 1, 2019 and each July 1 thereafter for the term of this agreement. The Fire Chief may carry over up to five vacation days per year.

**Section 10, Expenses**

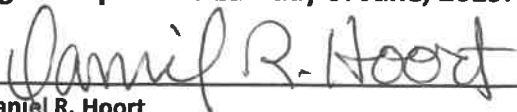
~~B. Effective each February 18, the Fire Chief shall be granted a uniform allowance in the amount of \$750. The Town will pay invoices for uniform items required by the Fire Chief up to this amount.~~

(Note: this amount shall be included in the base salary)

All other terms and conditions of the Contract are hereby ratified, confirmed and incorporated into this extension to said Contract as if set forth at length herein.



Agreed upon this 11<sup>th</sup> day of June, 2019.

  
\_\_\_\_\_  
Daniel R. Hoort  
Wellfleet Town Administrator

  
\_\_\_\_\_  
Richard J. Pauley  
Wellfleet Fire Chief

**WELLFLEET SELECTBOARD**

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

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

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

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

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





**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE TOWN OF WELLFLEET  
and  
THE FIRE CHIEF**

This understanding is for the period of February 18, 2019 through June 30, 2019 and is the basis for a five month contract between the Town of Wellfleet (Town) and the Fire Chief Richard J. Pauley, Jr, subject to the approval of the Wellfleet Selectboard. This five month contract extension shall have the effect of setting Chief Pauley's future contract on a fiscal year.

Said Contract is amended in the following respects:

**Section 2, Term**

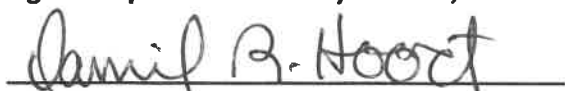
The term of this extension to the Contract shall commence retroactively to February 18, 2019 and shall continue in full force and effect until June 30, 2019.

**Section 4, Salary and Compensation**

A. Chief Pauley's annual compensation for services rendered under this agreement from February 18, 2019 through June 30, 2019 shall be \$112,519 payable in installments at the same time as other employees of the Town are paid.

IN WITNESS WHEREOF, the Town of Wellfleet, Massachusetts, has caused this Agreement to be signed and executed in its behalf by its Board of Selectmen and Town Administrator and Pauley has signed and executed this Agreement, both in duplicate.

Agreed upon this 11<sup>th</sup> day of June, 2019.



Daniel R. Hoort  
Wellfleet Town Administrator



Richard J. Pauley  
Wellfleet Fire Chief

**WELLFLEET SELECTBOARD**

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

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

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

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

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



**Town of Wellfleet  
and  
DPW Director Mark Vincent  
Memorandum of Understanding  
Fiscal Year 2020, 2021 & 2022**

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 DPW Director, Mark Vincent, subject to the approval of the Wellfleet Selectboard.

**Section IV - Salary**

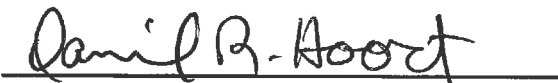
Base Salary effective July 1, 2019	\$112,363
Base Salary effective July 1, 2020	\$115,734
Base Salary effective July 1, 2021	\$117,470

**Section V – Benefits and Conditions of Employment**

Effective July 1, 2019, the DPW Director shall receive 30 (thirty) vacation days on each July 1st. Vacation shall not be allowed to accumulate or be carried over from year to year and must be used during the fiscal year it was earned. The DPW Director may request that the Town Administrator allow him to carry over a maximum of ten (10) vacation days per year. Upon termination of employment through retirement, resignation, disability or death, the Director or his estate will be paid at his current rate of pay for all vacation time earned but not taken.

(Note: This aligns with vacation time as set by Personnel Manual)

**Agreed upon this 11<sup>th</sup> day of June, 2019.**



**Daniel R. Hoort**  
Wellfleet Town Administrator

\_\_\_\_\_  
**Ronald L. Fiset**  
Wellfleet Police Chief

**WELLFLEET SELECTBOARD**

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

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

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

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

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





## BOARD OF SELECTMEN

AGENDA ACTION REQUEST  
Meeting Date: June 11, 2019

VII

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## SELECTBOARD REPORTS



## BOARD OF SELECTMEN

AGENDA ACTION REQUEST  
Meeting Date: June 11, 2019

VIII

# TOWN ADMINISTRATOR'S REPORT

This report is for the period May 25, 2019 through June 7, 2019.

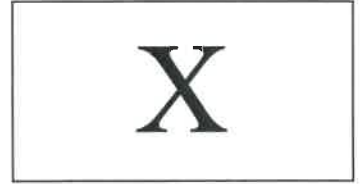
1. General
  - None
2. Fiscal Matters
  - None
3. Meetings
  - May 27 – Holiday
  - May 28 – Selectboard meeting
  - May 29 – Insurance renewal meeting
  - May 30 – WEA negotiations
  - May 30 – Interview Asst. Town Collector-Treasurer
  - May 31 – Meeting with Channel Operations Manager
  - June 3 – Meeting with Bond Counsel
  - June 3 – Conference call with Herring River legal counsel
  - June 4 – Economic Development Strategy Meeting w State officials in Chatham
  - June 5 – Meeting with Barnstable County Administrator Jack Yunits
  - June 6 – Sexual Harassment Training for staff and volunteers
  - June 7 – Town Hall finance department meeting
4. Complaints.
  - Concern about the danger of Main St/Holbrooke Ave/Brian Lane intersection.
5. Miscellaneous.
  - Town web site updated
6. Personnel Matters:
  - Open position: DPW Facilities Manager
  - Open position: Assistant Town Administrator (27 resumes received)
  - Open position: Asst Town Collector/Town Treasurer (4 resumes received)





## BOARD OF SELECTMEN

AGENDA ACTION REQUEST  
Meeting Date: June 11, 2019



### 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

#### **Cape Cod Commission**

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

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

#### **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

#### **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

#### **Human Rights Commission (1 Representative)**

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

Requesting Appointment: No applications on file

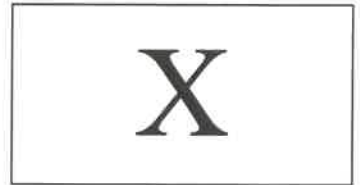




# BOARD OF SELECTMEN

## AGENDA ACTION REQUEST

Meeting Date: June 11, 2019



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### Local Housing Partnership (5 Community Members)

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

Requesting Appointment: **One application 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 Alternate Position	Board of Selectmen	1 year to complete term

Requesting Appointment: No applications on file

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

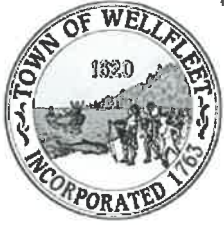
Vacant Positions	Appointing Authority	Length of Term
1 Position	Board of Selectmen	2 years to complete term

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: June 11, 2019

# XI

### MINUTES – A

<b>REQUESTED BY:</b>	Executive Assistant
<b>DESIRED ACTION:</b>	Approval of work meeting minutes
<b>PROPOSED MOTION:</b>	I move to approve the work meeting minutes of May 23, 2019 as amended.
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____

### MINUTES – B

<b>REQUESTED BY:</b>	Executive Assistant
<b>DESIRED ACTION:</b>	Approval of work meeting minutes
<b>PROPOSED MOTION:</b>	I move to approve the meeting minutes of May 28, 2019 as amended.
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____

**DRAFT**

**Work Meeting  
Wellfleet Selectboard Meeting  
Thursday, May 23, 2019, at 1 pm  
Wellfleet Town Hall, 300 Main Street, Wellfleet MA 02667**

**Selectboard Members Present:** Chair Janet Reinhart – Chair, Michael DeVasto – Clerk, Helen Miranda Wilson, and Justina Carlson

**Regrets:** Kathleen Bacon – Vice Chair

**Also Present:** Dan Hoort – Town Administrator; Courtney Butler – Executive Assistant to the Town Administrator; and Hilary Greenberg-Lemos – Health and Conservation Agent.

Reinhart moved to open the meeting with announcements, open session, and public comment at 1:00 pm.

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

There were no announcements or comments.

Reinhart noted that agenda items will be taken out of order to accommodate staffs' schedules.

**II. Approval of Bond Anticipation Note (BAN) for COA Vehicle.**

Miriam Spencer, Town Treasurer, and Jennifer Congel, Interim Town Clerk were present. The BAN for borrowing was approved at the 2017 Town Meeting. The money borrowed will be for the purchase of a van for the Council on Aging. Spencer, per Bond Counsel's request, asked the Board to sign the documents. Reinhart asked why it was taking two years for this to come to the Selectboard.

Hoort said after money is approved, the item goes out to bid with procurement. He said it does not make sense to borrow far in advance for a little amount as \$40,000, so a BAN is recommended.

Wilson asked which van this BAN was for. Hoort replied the COA van used to transport members.

Hoort introduced Spencer as the new Town Treasurer and Congel as the Interim Town Clerk.

- Reinhart moved to approve the Bond Anticipation Note for the Council on Aging vehicle.
- Wilson seconded, and the motion carried 4-0-0.

**III. Discussion of 208 Plan.**

Greenberg-Lemos was present to address the 208 Plan and the Comprehensive Wastewater Management Plan. Greenberg-Lemos said this plan began over ten years ago, contracting with

**DRAFT**

Environmental Partners Group (EPG). She said that \$500,000 was approved at Town Meeting to be used to work on the plan with EPG. Sampling was done in the mid-2000s.

Greenberg-Lemos noted that the 208 Plan and the Comprehensive Wastewater Management Plan are two separate plans. The 208 Plan is required of the Cape Cod Commission, is broader, and serves as a guidance document which is reported to the EPA. The Comprehensive Wastewater Management Plan is the individual plan for the Town of Wellfleet.

DeVasto asked if there was overlap between the 208 Plan and the Comprehensive Wastewater Management Plan. Greenberg-Lemos said yes, the 208 is a guidance document, and the Wastewater Plan shows the science and documentation of work being completed. She said we are in the process of completing this. Greenberg-Lemos said the Town is working with Scott Horsley, through a contract.

Greenberg-Lemos said that the Town has moved from the Wastewater Management Plan track to a Targeted Watershed Permit Plan. She said that both documents contain the same information and the process is still the same, and that the latter will result in a Watershed Permit. Wilson asked what Horsley was charging. Greenberg-Lemos said the contract was for \$9,600. Greenberg-Lemos noted estimates of other contracts at cost upwards of \$500,000. She noted that Horsley will help start the process and speak to DEP to understand everyone they are looking for in the Town's Plan.

Reinhart asked what had been done up to this point. Greenberg-Lemos said nothing has been submitted yet, because there is no written plan, short of the documents from EPG which need to be updated. Reinhart noted that to obtain the 208 funding, we must submit both a 208 Plan (A) and a contingency plan (B). Greenberg-Lemos said Horsley will be contracted for about a year to assist in Watershed Permit plan.

There was discussion about Horsley's contract and role.

Carlson raised concern about the lesser amount Horsley is charging, noting the other option of \$500,000, saying it was not enough for Horsley's level of experience. Greenberg-Lemos said that spending less on the contract allows for funds to be used in the future for related work, including sampling, use of equipment, and other needs.

DeVasto said that he spoke with Brian Dudley, MA DEP, and understands that Plan B is very important to Plan A, because it depicts the engineering of the Plan. Greenberg-Lemos concurred that this is a larger and more complex plan to complete. DeVasto noted that Dudley said Wellfleet is very far from receiving a Watershed Permit. Greenberg-Lemos said she speaks with Dudley often for various issues. She noted that a meeting with Brian and other DEP members would be beneficial to nail down what the Town needs to complete.

There was further discussion about the DEP process.

## DRAFT

DeVasto noted communication as an issue, citing information coming from different sources and being shared differently. Greenberg-Lemos said she only speaks with Dudley at the DEP, and there may be other people at DEP who have other ideas on Wellfleet's process, but she does not know who they are.

Greenberg-Lemos said there are a lot of talented, passionate, people in the community and involved in this process. She said there just needs to be clarification and communication as to what the Town wants to accomplish. Carlson noted being conscious of communications with the State and elected representatives, particularly because the Town would like to receive funding. There was further discussion about communication.

Reinhart asked about scheduling a meeting with Dudley and DEP, Horsley, the Wastewater Committee and Erin Perry and Andrew Gottlieb. Greenberg-Lemos said she would reach out to involved parties and invite them to a meeting. Wilson asked for communication with Boards and Committees that are involved as well. Reinhart told Greenberg-Lemos she has the Board's full support. DeVasto asked for further community outreach.

#### **IV. Discussion of limits on marijuana dispensaries.**

Hoort spoke with Town Counsel, KP Law to have questions from the Board's May 14<sup>th</sup> meeting answered. KP Law said that once an HCA is entered into, the Town is essentially is entering into a contract. Additionally, from the date of the agreement, the business has 2 years to open their doors. Hoort noted this as important, because issuing an HCA does not necessarily guarantee a shop opening. Hoort added the 2-year clause to the HCA being used currently.

Wilson said she spoke with someone from the Cannabis Control Commission who said the Board had the authority to limit the number of HCA's.

DeVasto noted that the Board cannot limit to any less than 4, because those HCAs have been issued and could potentially get licensed to open for business. Hoort said the Board has the power to limit the number of HCAs issued and also to adopt policies they'd like included in the agreement.

Wilson said the Board could decide not to enter into any more HCAs until they make these policies. Wilson, in discussion about local preference, said she was unsure that the Board could request that business owners have financial backing from local businesses.

There was question over who the licensing authority is. Hoort said the Selectboard only does the HCA, which defines the space in which the business will operate. Reinhart asked why the Town licensed for alcohol but not marijuana. Hoort said the Cannabis Control Commission was established to license marijuana establishments. Audience member Zachary Ment said that Wellfleet failed to create a zoning bylaw for marijuana establishments, all businesses looking to sell marijuana in Town need a retail business license, which is issued by the Town. Ment

**DRAFT**

also noted the Wellfleet Bylaws say that a special permit will not be issued if the business does not represent a net-positive for the Town.

Wilson asked if the HCA was binding the Board to provide the business license as well, but that answer is not clearly defined anywhere.

Reinhart said at least 5 HCAs should be allowed, citing the 4 already signed and 1 up for decision. 2 of these are business owners are local. Reinhart noted that the locations for these all need work and business to revive them.

Carlson said she is not thrilled with having 5 marijuana establishments in Town. She would like local preference and this factor is more important to her than limiting the number of HCAs at this point.

Reinhart asked about giving the HCA's a timeframe of 6 months to a year to inform the Board whether they will receive their state license or not. Hoort said an existing agreement cannot be modified. He suggested limiting the number of HCAs to 5 until the Board and Town Administrator have adopted a policy.

Wilson asked to not hold a vote with Bacon absent. She also noted keeping "at the Board's discretion", from the 2018 Town Meeting Vote, in the language of the policy.

Carlson agreed with Hoort's suggestion and reiterated her concern that the Board be allowed to enforce local preference. DeVasto requested a line in the policy to include that stores must operate year-round. Wilson suggested that business that have the ability to stay open year-round do stay open year-round.

Reinhart requested that a Discussion of Selectmen's Policy on Marijuana Dispensaries to the May 28<sup>th</sup> meeting.

**V. HDYLTA Purchase Update**

Carlson noted that, when discussing HDYLTA, she and DeVasto usually recuse themselves. Wilson noted the rule of necessity, and that in Bacon's absence, it would okay for them to stay for the conversation. The rule of necessity states that if a quorum cannot be met, due to members recusing themselves, that recusing members may participate in order to allow the Board to act.

The Board agreed, rather, to discuss this matter at their May 28<sup>th</sup> meeting.

XX moved to adjourn.

XX seconded, and the meeting adjourned at **3:35 pm**.

Respectfully submitted,

DRAFT

Courtney Butler,  
Executive Assistant to the Town Administrator





# DRAFT

## Wellfleet Selectboard Meeting Tuesday, May 28, 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; Police Chief Ronald Fisette; Assistant Constable Johnny Mankevetch; Deputy Constable Chris Manulla

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

### ANNOUNCEMENTS, OPEN SESSION AND PUBLIC COMMENT

- Wilson thanked Sharon Rule-Agger and Jim O'Connell for their years of service to the Housing Partnership and Shellfish Advisory Board, respectively.
- Hoort said the Town should say thanks to the members of the Charter Review Committee who have finished their work on revising the Charter. Members included Dennis O'Connell, Roger Putnam, Barbara Cary, Helen Miranda Wilson, Deborah Freeman, Harry S. Terkanian and Paul Cullity.
- Wilson mentioned the DCR bike project has a comment period until June 10<sup>th</sup>.
- Bacon informed viewers that Outer Cape Health Services in Wellfleet is have a ribbon cutting ceremony on June 14<sup>th</sup> at 8:30am.
- Carlson said that on Wednesday, May 29<sup>th</sup> there is a fundraiser for Paul Sousa at the Flying Fish.
- Police Chief Fisette introduced special officer Kyle Robbins.
- Fisette reminded viewers that the Special Olympics Torch Run was on Wednesday, May 29<sup>th</sup>.
- Fisette stated Memorial Day was busy in Town with no major incidents.
- Shellfish Constable Civetta informed viewers that Burton Baker Beach is closed to shellfishing and is tentatively expected to re-open in September.
- Recycling Committee Chair Vivante informed viewers of a community forum at the Senior Center on June 3<sup>rd</sup>. Forum is "What's going on in Recycling?"

Reinhart announced that some items may be taken out of order this evening, to accommodate guests' schedules.

### PUBLIC HEARINGS

#### *Approval of new GPS point #5 to correct inaccuracy in current Shellfishing Policy and Regulations, Appendices B and C.*

Civetta explained that in review of the regulations, it was brought to her attention that there were coordinates that were outdated or incorrect. She noted also that the use of degrees is obsolete, and it is important to conform with the standard of using decimals.

- Wilson moved to approve new GPS point #5 to correct inaccuracy in current Shellfishing Policy and Regulations, Appendices B and C.
- Bacon seconded, and the motion carried 5-0.

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***Approval of updating Appendix B Latitude and Longitude Coordinates from degrees (obsolete) to today's standard of decimals.***

- Wilson moved to approve updating Appendix B Latitude and Longitude Coordinates from degrees (obsolete) to today's standard of decimals.
- Bacon seconded, and the motion carried 5-0.

### **APPOINTMENTS/REAPPOINTMENTS**

#### ***Special Police Officers***

Chief Fiset presented the requests for appointment.

- Bacon moved to approve the reappointments of full-time police officers, the appointment/reappointments of special police officers, and the reappointment of special police officers Scott Higgins, Marc Spigel, Desmond Keogh, John Szucs
- Wilson seconded, and the motion carried 5-0.

#### ***Energy and Climate Action Committee***

- Wilson moved to appoint Suzanne Ryan-Ishkanian to the Energy and Climate Action Committee for a 3-year term and
- Bacon seconded, and the motion carried 5-0.

#### ***Recycling Committee***

Wilson asked why the term was only until June 30, 2020. Vivante said that Charles Tibidou had left and Wisniewski would fill in behind him as an alternate.

- Wilson moved to appoint Christine Wisniewski to the Recycling Committee for a term to expire on June 30, 2020.
- Bacon seconded, and the motion carried 5-0.

### **USE OF TOWN PROPERTY**

#### ***Indian Neck Beach, September 7***

Daniel Burns was not present. He sent a letter to the Board explaining his request.

- Bacon moved 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.
- Wilson seconded, and the motion carried 5-0.

#### ***Baker Field, August 5-9, 12-16, and August 19-23***

Neal Nichols was not present. This item was postponed.

#### ***Various locations and times – Wellfleet SPAT***

Michele Insley presented the request, noting the 2 primary locations for the Wellfleet Farm Tour.

Carlson asked if there was a fee for attending. Insley said that they will charge \$10 per person, with children under 12 free. Insley said they keep the number to 25 to provide more interaction with the attendees. Carlson asked if SPAT paid staff and if it was a profitable program. Insley said that they

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pay staff including a naturalist, and pay for rack cards, and that it is profitable even though all sessions do not completely fill.

Bacon asked how many cars were expected to park at Mayo Beach. Insley said there is usually only 7 cars, because people come in groups or walk in. Bacon asked Insley to track parking this summer. Denny O'Connell, Parking Task Force, noted that these are low-tide events when most parking is not happening at Mayo Beach anyway.

Wilson moved 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:

- 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

subject to the conditions, if any, as listed on the application form for a fee of \$20 per event. Bacon seconded, and the motion carried 5-0.

### ***Mayo Beach, June 29***

Marucci presented her request to hold her wedding on Mayo Beach on June 29, 2019 from 2:30 to 3:30 pm. Wilson asked about parking and Marucci noted that most guests will be staying at the Holden Inn and parking there. Civetta reminded Marucci to be on the look out for shellfishermen that day who may be accessing their grants.

- Carlson moved 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.
- Bacon seconded, and the motion carried 5-0.

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### *Various locations, May 1-November 1*

Bacon noted that Suzanne Grout-Thomas, Beach Administrator, said she would permit the use of Gull Pond prior to June 15<sup>th</sup> and that it may be used prior to 9am during the season. Bacon said she would like to remove this, per the request of the Gull Pond Association.

Wilson said the GPCA's problem is with paddleboarders using private property and disrupting the sluiceway. Bacon said she believed that for-profit businesses were banned on Gull Pond, which would include lessons. Bacon said approving this would raise concern to the residents. Reinhart said that Grout-Thomas is very aware of what is going on and that she has signed off on this use. Gustafson said the reason the ban came about because people were dropping off twenty boards at a time and leaving them. Reinhart noted this as well. Bacon said the Selectmen's Policy includes "all for-profit businesses".

There was further discussion.

- Wilson moved to approve the use of Chipman Cove, Indian Neck, Long Pond, Great Pond, White Crest Beach, 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 with proof of adequate insurance to be determined by the Town Administrator.
- DeVasto seconded, and the motion carried 4-1, with Bacon opposed.

### *White Crest, June 1-Labor Day*

Zach Pawa from Sacred Surf noted this is their 10<sup>th</sup> season. DeVasto asked about the request for Wellfleet Beach Stickers for instructors. Pawa said it was for 2 to 3 people and it has been done in the past with the Beach Department. Bacon asked about the switch to White Crest. Pawa said White Crest was the only beach that allowed non-resident parking.

- Bacon moved 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 with proof of adequate insurance to be determined by the Town Administrator.
- DeVasto seconded, and the motion carried 5-0.

### *Baker Field, July 13*

Pamela Berrio presented the request for a celebration of life.

- Wilson moved 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.
- Bacon seconded, and the motion carried 5-0.

### *Mayo Beach, September 21*

Walter Baron presented his request for the Wellfleet Rowing Rendezvous. He said there were 15 boats last year and 89 attendees. There is no fee for attendance, but lunch is provided.

- Carlson moved 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.
- Bacon seconded, and the motion carried 5-0.

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### BUSINESS

***Mass. Shellfish Officers Assn. presentation of Deputy Constables of the Year award to Asst. Constable for propagation Johnny Mankevetch and Deputy Constable Chris Manulla.***

Paul Bagnall, Edgartown Constable, presented the awards to Mankevetch and Manulla. He gave a background of the MSOA and shared his appreciation for the Department Staff. Chrissy Petitpas, area biologist from DMF thanked Mankevetch, Manulla, and Civetta for all of their efforts and work. Mankevetch and Manulla shared their thanks and appreciation for the Town's support in their careers and hard work.

Reinhart presented Mankevetch and Manulla with copies of the letters of support sent to the DMF by residents and Town staff.

### ***Review and discussion about shellfish nursery upweller analysis report***

Civetta said the report was completed to analyze the feasibility of using 2 buildings for an upweller. These were the old shellfish shack and 3 Kendrick Ave. Civetta noted that an upweller provides a nursery where seed can be purchased at a lower price and returned back into the wild. Civetta noted a third option, of doing the work on the ground with nursery bags.

Civetta said it would be a good use of Town resources to do something on the Pier. She noted this because the old shellfish shack and 3 Kendrick Avenue are off the table and that on-the-ground methods are not the best.

Reinhart said she supports this but heard that propagating our own seed would decrease genetic diversity of the shellfish. Civetta said the Town would be buying seed from a hatchery, and they have received funding to do so. She noted that this would not decrease the genetic diversity. Carlson said that seed from elsewhere does not produce the same kind of oyster, compared to the spat collected here.

DeVasto said he was not sure an upweller was needed with the amount of spat in the harbor. He also asked that the use of nursery bags not be discounted so soon. He discussed this further.

Civetta noted a problem with the nursery bags is staffing but would be willing to look into this. Carlson suggested asking the community to contribute to this by donating nursery bags.

Reinhart said this is an ongoing process and we will continue to hear feedback. Wilson asked how much the analysis cost. Civetta said around \$5,000. Wilson said it was worth every penny and thanked Civetta for having this done.

### ***Acceptance of SPAT Grant award to Wellfleet Shellfish Department in the amount of \$17,700***

Insley presented the \$17,700 community grant to support the recreational shellfishing program. It will be used to put out hat collecting devices and also support the Quahog Relay. Civetta said that this grant gave the Department the ability to double their Quahog order and to effectively cultch the barge.

Bacon thanked Insley and SPAT. Wilson asked the Board to write a letter thanking SPAT for the grant and Civetta noted it was written and awaiting their signatures.

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- Reinhart moved to approve the acceptance of the SPAT Grant award to the Wellfleet Shellfish Department in the amount of \$17,700.
- Wilson seconded, and the motion carried 5-0.

### *Discussion of Selectmen's Policy on Marijuana Dispensaries*

Wilson asked Bacon if she received all the documents from their May 23<sup>rd</sup> meeting. Bacon said yes. Hoort said the Board could make a motion to limit the number of HCA's and then direct the Town Administrator to come back with a policy on Host Community Agreements. He noted that after listening to their comments, he knows the Board would like local preference and a year-round business.

Carlson said she would like to approve the Old Bank and have a policy that limits the number of agreements to 3. Hoort said the HCA has been rewritten since the first one with different parameters, terminating the agreement after 2 years if the business does not open by that time.

DeVasto said he would like to put parameters on what is expected of the businesses. He asked if a policy could be set that sets parameters such as the use of an underutilized building. DeVasto noted Chief Fisette's report of the incidents over the holiday weekend being alcohol related.

Wilson said DeVasto's point about use of underutilized buildings would be under ZBA jurisdiction. She said local preference is an oversight for the Board. Wilson said she would not like to put a number in the policy. Wilson said she feels comfortable with the information received to answer their questions and would like to hear Ment's request. Carlson said she is concerned for people in Town who are not comfortable with having marijuana establishments and the Board has a responsibility to respect the community.

Bacon said she has wanted to go slow with this issue from the beginning, to see what the impact would be on the Town. She noted that she has always wanted local preference.

There was further discussion.

Reinhart asked the Board if it would be okay to keep the 4 current agreements, see the 5<sup>th</sup> applicant, and say unofficially that the Board will not be seeing anymore applicants until a policy is in place. Hoort said this was okay. Wilson would like discretion about having year-round businesses. DeVasto said he wanted to be weary of granting the success of people by limiting the number to too little, but also does not want the number of agreements to be unlimited. He also noted that 80% of voters approved the sale of recreational marijuana.

### *Discussion of HDYLTA Trust*

Carlson and Devasto recused themselves.

Wilson asked Bacon if she received all the documents from their May 23<sup>rd</sup> meeting. Bacon said yes. Wilson said the motion at Town Meeting allowed the Board to appropriate money for the purchase of the HDYLTA Trust land. She discussed the acreage in the land.

Wilson noted contingencies brought to the Board from the HDYLTA lawyer, Ed Englander, asking the beach to be named Roger Rowell, to not allow cultching, and to not allow any new grants. She disagreed with the latter two. Bacon said she was taken aback by Englander and the Trustees'

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request. She noted that the Town Meeting Voters approved the purchase of all the land, not only some of it. Bacon also disagreed with the contingencies preventing cultching and permitting of new grants.

Reinhart asked if this would be taken by a friendly taking. Hoort said that had not been discussed yet but he would imagine it is an option. Reinhart said that renaming the beach should be voted on by the Town. Reinhart asked what the Board's options were.

Hoort said he did not think the Trustees will back out if the lots they requested are not excluded. He also said he could ask the Trustees to provide more information about Robert Rowell. Hoort said that if the Board is not comfortable and say no to the contingencies, the purchase-and-sale will still go through.

Bacon agreed with Reinhart that the Town should have a say in naming the beach. Wilson disagreed, saying it would be an act of gratitude from the Town to the Trustees. Reinhart asked when the contingencies came into effect, Hoort said after Town Meeting and the purchase-and-sale agreement. Hoort said these contingencies act more as suggestions. There was further discussion.

Reinhart reread the contingencies and asked Bacon and Wilson for their input. Both were against the first, which excludes 5 acres from the sale. Bacon said she is opposed to all 3 suggestions. Reinhart asked about cultching. Civetta said cultching currently goes on in this area and it is a good place for cultching.

Bacon said she would not be opposed to honoring Robert Rowell with a bench or a plaque.

Hoort said he would take these comments back to the Trustees.

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

Wilson asked if language was changed in the HCA under Limitations of Other Uses to read "the company agrees that it will not "allow" onsite adult consumption of marijuana." DeVasto asked if Ment was planning to be open year-round. Ment said yes.

- Carlson moved to approve the Host Community Agreement with Zachary Ment, doing business as The Old Bank, LLC at 10 Main Street.
- Wilson seconded, and the motion carried 5-0.

### ***Change charge, committee size of Dredging Task Force***

Reinhart said the request is to eliminate the 2 alternate members. DeVasto asked why the need to get rid of the alternates. Reinhart said the members felt that the support from staff was enough.

- Bacon moved to eliminate the alternates from the Dredging Task Force.
- Wilson seconded, and the motion carried 5-0.

### ***Change committee size of Parking Task Force***

Dennis O'Connell was present from the Task Force. He said the increase will not change the quorum.

- Bacon moved to increase the authorized membership from 8 to 9 members for the Parking Task Force.
- Wilson seconded, and the motion carried 5-0.

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### ***Appointment of Jay Norton as alternate to the Joint Transportation Commission***

- Wilson moved to appoint Jay Norton as the alternate for Mark Vincent to the Joint Transportation Commission.
- Carlson seconded, and the motion carried 5-0.

### ***Joint representation for Town and Housing Authority***

Hoort said a lawsuit was filed against the Town, claiming the Town did not own a piece of land. The Housing Authority was also named as a defendant in the case. This request is to provide the same counsel, KP Law, to both the Town and Authority. Hoort said he will keep an eye on it at all times, ensuring that the Town and Authority have the same interests.

- Carlson moved that the Board agrees to have KP Law represent both the Housing Authority and the Town of Wellfleet in the Sexton lawsuit.
- Wilson seconded, and the motion carried 5-0.

### ***Personnel Contracts and MOU Approvals***

Hoort said he is only asking the Board to approve the Communications Union and the rest will be approved at the next meeting.

- Bacon moved 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.
- Reinhart seconded, and the motion carried 5-0.

## **SELECTBOARD REPORTS**

There were no reports.

## **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



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- 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

Reinhart asked about the complaint about the use of the Senior Center for Seababies program. Hoort said that the person who came to speak to him felt that Senior Centers should be used for Seniors, not for childcare. Reinhart said that many senior centers include younger children and that Seababies is separate but recognized the concern.

Wilson noted a meeting on May 9<sup>th</sup> with Hoort, Reinhart, and DCR, as well as a meeting for abutters on May 13<sup>th</sup>.

### **TOPICS FOR FUTURE DISCUSSION**

- Bacon requested DPW provide large signage at beaches for Carry In-Carry Out recycling policy
- Bacon asked about the actions or lack thereof of the Personnel Board
- Wilson recommended the Board re-send the Blasch property letter
- Wilson requested a discussion of the Board's appearance in the July 4<sup>th</sup> parade be on the next agenda
- Reinhart requested a discussion of those who use Town-owned property without approval be on the next agenda
- Carlson said that working meetings seemed to be very effective and suggested the Board schedule one each month.

### **CORRESPONDENCE AND VACANCY REPORT**

Hoort said that the composition of the Comprehensive Wastewater Planning Committee was set in 2010 and have now drifted from that.

### **MINUTES**

*March 26, 2019 – Regular Meeting*  
*May 14, 2019 – Regular Meeting*

The minutes of March 26 and May 14 were amended by Wilson and provided to Butler and the Board.

- Wilson moved to approve the minutes of March 26, 2019 as amended.
- Bacon seconded, and the motion carried 5-0.
- Wilson moved to approve the minutes of May 14, 2019 as amended.
- Bacon seconded, and the motion carried 5-0.

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## ADJOURNMENT

**Bacon moved to adjourn.  
Wilson seconded, and the meeting adjourned at 9:51pm**

Respectfully submitted,

Courtney Butler,  
Secretary

### **Public Records Material of 5/23/19**

1. Appointment Papers for Special Police Officers, Suzanne Ryan-Ishkanian, and Christine Wisniewski
2. Use of Town Property Applications for Indian Neck Beach, Baker Field, Various locations, Mayo Beach, and White Crest
3. Email from Dan Burns to Selectboard re: request for use of town property on September 7, 2019
4. Shellfish Nursery Upweller Analysis Report
5. Shellfishing Policy and Regulations, Appendices B and C, Appendix B Latitude and Longitude Coordinates
6. Marijuana Host Community Agreement – The Old Bank
7. Town Administrator Email re: Joint Representation for Town and Housing Authority
8. MOU Contract
9. Town Administrator's Report
10. Correspondence and Vacancy Report



## BOARD OF SELECTMEN

AGENDA ACTION REQUEST

Meeting Date: June 11, 2019

# XII

### ADJOURNMENT/EXECUTIVE SESSION

<b>REQUESTED BY:</b>	Chair
<b>DESIRED ACTION:</b>	Adjournment and Move into Executive Session
<b>PROPOSED MOTION:</b>	<p>I move to adjourn to Executive Session Pursuant to G.L. c. 30A, §21(a)(3), to discuss strategy with respect to collective bargaining or litigation if an open meeting may have a detrimental effect on the bargaining or litigating position of the public body and the chair so declares:</p> <p><b>A. Sexton v Town of Wellfleet and Wellfleet Housing Authority - Case No. 17 MISC 000728 (RBF)</b></p>
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____

