



## Wellfleet Selectboard

### Note: Start Time of 6pm

The Wellfleet Selectboard will hold a public meeting on **Wednesday, May 12, 2021, at 6:00 p.m.** **This meeting will be held via Zoom Video Conference** in accordance with the temporary suspension and enhancement of the Open Meeting Law requirements by Governor Baker. Instructions for a Zoom video conference meeting which also allows phone dial-in are given below:

1. Watch a livestream on Wellfleet's YouTube Channel located at the following link:  
[www.youtube.com/c/wellfleettownmedia](http://www.youtube.com/c/wellfleettownmedia).
  2. Join the meeting hosted in Zoom by using the following link:  
<https://us02web.zoom.us/j/85689604806?pwd=blplVFFBZzViQ0xNWkZKMm9iMVdrdz09>
  3. Audio, video, chat, and screen sharing functions will be disabled during the public session. Request to participate by using the "raise hand" function. **Meeting ID: 856 8960 4806 | Passcode: 611877**
    - a. Raise hand in smartphone app – touch bottom of your screen and select "more" - hit "raise hand" button
    - b. Raise hand on computer – hit "participants" button on bottom of screen – hit "raise hand" button on bottom of participants panel
    - c. Please make sure you properly identify yourself before speaking, rename yourself by selecting the participants button and choosing "more" (or by holding down on your name on a smartphone app) and selecting "rename" - full, legal names only.
    - d. Please join the meeting on time.
  4. You may also listen to the meeting by calling in on a phone to +1 929 205 6099 and enter **Meeting ID: 856 8960 4806 | Passcode: 611877** Landline callers can participate by **dialing \*9 to raise their hand.**
  5. You may submit questions and comments to the Town using the following email:  
[executive.assistant@wellfleet-ma.gov](mailto:executive.assistant@wellfleet-ma.gov) Comments made during the meeting via e-mail will be sent to Selectboard members AFTER the meeting.
  6. Meeting materials are attached to this agenda, available online at Wellfleet-ma.gov. It is recommended that phone participants access materials in advance of the meeting.
  7. **Please follow the following general instructions:**
    - a. Keep your phone muted at all times when not talking; no one is allowed to unmute themselves during the meeting.
      - i. Selectboard meetings are NOT interactive. If public comments are allowed that's all, comments only, not questions.
      - ii. If the Chair is allowing comments during the meeting the number of comments will be limited and may be **no longer than one minute.**
    - b. Do not use speakerphone; do not use Bluetooth devices; mute all background noise.
    - c. Please do not speak until the Chair asks for public comments or questions and you have been recognized by the moderator and unmuted.
    - d. After the business section is complete no public comments are permitted. Future agenda items are from the Selectboard, no one else.
  8. It is anticipated that the meeting will be recorded by the Town. Anyone else desiring to record the meeting may do so only after notifying the chair and may not interfere with the conduct of the meeting in doing so.
-

- I. *Announcements, Open Session and Public Comments***  
**Note:** Public comments must be brief. The Board will not deliberate or vote on any matter raised solely during Announcements & Public Comments.
- II. *COVID-19 Updates and Recommendations***
- Updates and Recommendations will be given when available.
- III. *Use of Town Property***
- A. Cape Cod Ocean Community/Heather Doyle - Newcomb Hollow Parking Lot (5 Total Days)
  - B. Old Wharf Dory Co./Walter Baron - Mayo Beach; 9/25/21 (11am – 4 pm)
  - C. Luise Geueke - Mayo Beach; 5/7/22 (1pm – 2:45 pm)
  - D. Ceraldi Restaurant/Michael Ceraldi - Parking Lot and grass area of 15 Kendrick Ave to have outdoor dining like last summer.
  - E. Susie Nielsen/Megan Hinton - Art installations at various locations 7/17/21 – 9/15/21
- IV. *Board/Committee Appointments and Updates***
- A. Elisabeth Salén - Local Housing Partnership
- V. *Business***
- A. Extension of Community Host Agreement – Cape Cod Cannabis/Ben Zehnder
  - B. Extension of Emergency Order pertaining to Maguire Landing and Beach Fire Permits – Suzanne Grout Thomas
  - C. Discussion of Town Meeting
    - Reconfirm Annual Town Meeting Date – Town
    - Reconfirm Annual Town Meeting Rain Dates
    - Reconfirm Annual Town Election
  - D. Annual Town Meeting- To approve 100-person quorum – Dan Silverman/Town Moderator
  - E. To discuss and possibly approve the June 26, 2021 Town Meeting Warrant
  - F. To discuss and possibly approve the Fiscal Year 2022 Budgets
- VI. *Selectboard Reports***
- VII. *Town Administrator’s Report***
- VIII. *Topics for Future Discussion***
- IX. *Correspondence and Vacancy Reports***
- X. *Minutes***
- April 13, 2021
  - April 20, 2021
  - April 27, 2021
  - April 28, 2021
  - April 29, 2021
- XI. *Adjournment***



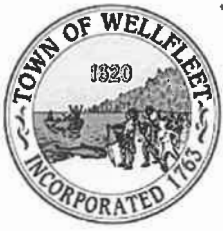
## SELECTBOARD

AGENDA ACTION REQUEST  
Meeting Date: May 12, 2021

II

### COVID-19 UPDATES AND RECOMMENDATIONS

<b>REQUESTED BY:</b>	<b>Chair DeVasto/Health Agent Lemos</b>
<b>DESIRED ACTION:</b>	<b>Discuss any new updates or information</b>
<b>PROPOSED MOTION:</b>	<b>TBD</b>
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____



## SELECTBOARD

AGENDA ACTION REQUEST  
Meeting Date: May 12, 2021

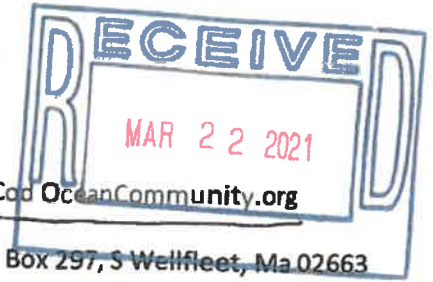
III

### USE OF TOWN PROPERTY ~ A

<b>REQUESTED BY:</b>	<b>Cape Cod Ocean Community/Heather Doyle</b>
<b>DESIRED ACTION:</b>	<b>To approve the use of Newcomb Hollow Parking lot for a total of 5 days</b>
<b>PROPOSED MOTION:</b>	<b>I move to approve the use of Newcomb Hollow Parking lot for the total of five days.</b>
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____

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

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



Applicant Heather L Doyle 

Affiliation or Group Cape Cod OceanCommunity.org

Telephone Number 508 524 9049

Mailing Address PO Box 297, S Wellfleet, Ma 02663

Email address Heatherinel@gmail.com

Town Property to be used (include specific area) Newcomb Hollow beach parking area.

Date(s) and hours of use: Saturday or Sunday Morning 3 hours. One in May, One in June One in July, one in August and one in September (5 Total).

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

No Food/Beverage considerations, no fee will be charged by applicant.

A refresher about us.

Cape Cod Ocean Community is a formal 501c3 , charity established here in Wellfleet in 2019. Our mission is to promote the use of technology to help surveillance, deterrence and detection of great white sharks using private funds to host project testing.

Furthermore, we service the public as a hub of information concerning White Shark surveillance, detection, and personal deterrence innovations globally. We do not charge for our services or for membership. As we are *not selling* these products, we merely help inform the public as to their potential benefits and bring devices with us for the public to see, as well as connect with others and discuss pros and cons. (Recordings of the winter webinar series can be found on our webpage) The local shops who carry these products appreciate we can create a peer to peer user group and help drive informed shoppers to their stores. The shop owners have a lot of things to sell, not just shark devices 😊.

In 2019, we held 2 information nights, one at the Charter Lighthouse School and one at Hog Island Brewery. They were both free of charge and very well attended with many concerned families and individuals coming to learn more about these technologies and about us. We also sponsored the Airband radio donation program where through an alliance with private pilots, sign draggers, US Coast Guard, MA State Police and Civil Air Patrol Pilots broadcast shark sightings near recreational areas as seen from their vantage to 122.85. Channel 122.85 is monitored by beach staff or just individuals after guarded hours. Our programs raise funds both for the radios we donate and the marketing campaign to now in 2021 more than 30 airports, Provincetown all the way to Norwood. Our pilot leaders in the Massachusetts aviation community will be taking this beyond Massachusetts in 2021. A perfect scenario as we incubate a program that is later adopted. We are one hundred percent volunteer and donations based. Our 2021 plans are to continue to trial technology innovations if and when permissible to enable "proof of concept" type work to help move the needle. More explicit plans will come to the town staff and elected officials as they mature in the weeks ahead.

The renewed 2021 ask.

In 2020 we appeared weekly at both the Bass River & Harwich Farmers' Markets following all Covid guidelines. We had had great response at these events both in widening our membership, supporting our programs via donations, and directing our visitors where to find more information on the topic of surveillance, deterrence and detection. Hastening human safety and perhaps influencing economic stability. Our website is constantly updated with worldwide news from our global partners on the topic, acting as a hub of information. We also helped Wellfleet with the funding and placement of the Arthur Medici Memorial Bench in September 2020. We are helpers, nothing more.

As in 2020, when the Selectboard graciously approved our Special Use Permit, we would like to host a mini-series of five events at a beach here in Wellfleet in 2020, in our backyard so to speak. We are also members in good standing of the Wellfleet Chamber of Commerce as well as 3 neighboring towns. We would like to send 3-5 experienced volunteers to a

10x10 tent in a parking lot. We would share information about our programs and perhaps give out a postcard directing visitors to our website. We have also had success directing people to our website via a QRC code which alleviates the constraint of paper, during covid cautions.

Attached please find the report we filed at the end of season with the BOS to summarize our 2020 experiences at Lacounts.

Describe any Town services requested (police details, DPW assistance, etc.)  
None – that we are aware of.

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

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

Action by the Board of Selectmen:

\_\_\_\_\_ Approved as submitted.  
\_\_\_\_\_ Approved with the following condition(s): \_\_\_\_\_  
\_\_\_\_\_

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

Date: 16 March 2021

Processing Fee: \$50.00

Fee: TBD

(over)

A final gift is around the current Shark Warning signage at Newcomb Hollow. After Arthur Medici died, one of the 2019 goals was 'improved signage' moving from a yellow tone sign previously used to now a red alert sign with more detail about frequencies during certain months. That signage is in place today at White Crest and Lacounts but was removed with the lifeguard stands in September at Newcomb Hollow.

I was quick aghast yesterday to see a pod of 5 young men, maybe 10 years old, swimming with wetsuits, and another 6, possibly even novice, surfers. Just 24 hours before I was sent footage of a predation less than 20 yards offshore at Newcombs recreational zone. If you don't live here and you don't follow social media do, they know the risks without the signage? If there is signage at some beaches not others, what do visitors conclude? While we know there are grave budgeting issues ahead in town Cape Cod Ocean Community are offering to fund and we are urgent to replace that sign, as a Red High alert indicator.

We appreciate our communication and relationship with the town through the Selectboard and staff, look forwards to hearing advise for a next step concerning the sign especially.

--  
Heather L Doyle  
978 270 7839

*Heather L Doyle*  
*Chair and*  
*Co-founder*

## COPY FROM 2020

### Wellfleet Selectboard & Suzanne Grout Thomas

Thank you again for the Special use permit approved for Cape Cod Ocean Community to share our safety message at the Wellfleet Beaches. We wanted to share a recap.

Our first session was 8 August as planned at Maguire landing/Lacounts. The weather started off iffy, but in Wellfleet style the sun made an appearance and so came the crowds. Attached are some photos in case we did not see you. Response was overwhelmingly warm. The session was staffed by our board members, and other stop ins from "subject matter experts", Covid restrictions were in effect. Many visitors knew about us and were happy to connect in person. Many people did later visit us online which was our vision. We held an hourly drawing ( no charge), and had many of technologies on hand for people to see, and ask questions. Some of these items were loaned to us from "Sick Day shop", Olaf Valli. Marc Spigal from the WPD also stopped by to assure our great reception. There were absolutely knowledge shares that day and we love being a source of information. As a share, many people asked "how severe is it, are there sharks today, how many are there?"

Our second session there was held on 30 August and due to a perfect summer day, we again greeted new people, and shared our messages.

After Labor Day we became aware that the Atlantic Great White Shark Conservancy who had been holding their booth at Newcomb Hollow each Saturday, would be wrapping up their season. We made a request to Suzanne Thomas to relocate from the 'town beach/Lacounts' over to Newcomb Hollow, and she agreed. However, due to staffing other events and some more iffy weather, we did not take advantage of that 3rd session and may hope to return in 2021.

As a further share we continue to mature our play book for how a town, or shore may take up an aerial surveillance program for Sharks using drones. We raised private funds and purchased a very sophisticated device with many key features to aid a shark watch. For example, a zoom and an alarm. The play book includes all elements of a such a program. We were also fortunate to collaborate with others to appreciate their lessons learned. The play book includes what to purchase and why, how to attain discounts, what accessories to include, some expectations to costs, how weather impacts visibility, maintenance best practice, strategy for placement & routing, training for both using the device and using this to watch for sharks in recreational areas, suggestions for staffing, and lastly some actual footage. As we complete this project including an external review, we will share with you. There is talk we could have our own shark task force to keep evolving our towns program and take advantage of townspeople who want to help.

As to using drones where permissible, we appreciate the complications and made it our business to be informed vs ignorant. We plan to perform our tests only as permissible and may from time to time ask for Special use to launch and land from a town parking area. Surveillance is over water of course, not land. There was great community support for this plan including from some of the beach safety staff. We hope to launch and FAQ to help speak to concerns and questions as part of our playbook. Improved human safety is always the goal. Remember we are all volunteers and have no personal gain.

While we appreciate the 'near real time' buoys we hope this technology will again mature over the winter. It is well understood these are in place to research, we appreciate that the lifeguards had the benefit of notifications from tagged shares in the recreational zone. A maturity element that seems critical is the operations for after guarded hours. The devices are still functioning in the water after hours, people are still in the water after hours. December 2019 Dr Skomal told me and others in an in-person meeting that the buoys could be engineered to alarm or light up perhaps taking advantage of the solar panels. We would hope you might join us to press for such a development.



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

<b>Health/Conservation Agent:</b>  Comments/Conditions: <i>okay</i>  Permits/Inspections needed:	<b>Inspector of Buildings:</b>  Comments/Conditions:  Permits/Inspections needed:
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<b>Police Department:</b>  Comments/Conditions: <i>OK MHA 4-3-2001</i>	<b>Fire Department:</b>  Comments/Conditions: <i>Re Kelly 3/23/2001</i>  <i>OK</i>
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<b>DPW:</b>  Comments/Conditions: <i>[Signature]</i>	<b>Community Services Director:</b>  Comments/Conditions: <i>SG Thomas</i>  <i>OK - dates + times + locations to be approved by CSD prior to events.</i>
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<b>Harbormaster:</b>  Comments/Conditions: <i>[Signature]</i>	<b>Shellfish:</b>  Comments/Conditions: <i>[Signature]</i>
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<b>Recreation:</b>  Comments/Conditions: <i>[Signature]</i>	<b>Town Administrator:</b>  Comments/Conditions: <i>[Signature]</i>
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## SELECTBOARD

AGENDA ACTION REQUEST  
Meeting Date: May 12, 2021

III

### USE OF TOWN PROPERTY ~ B

<b>REQUESTED BY:</b>	<b>Old Wharf Dory Co./Walter Baron</b>
<b>DESIRED ACTION:</b>	<b>To approve the use of Mayo Beach September 25,2021</b>
<b>PROPOSED MOTION:</b>	<b>I move to approve the use of Mayo Beach for the Date of September 25, 2021 from 11am to 4pm</b>
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____

APPLICATION FOR PERMIT TO USE TOWN OWNED PROPERTY

TOWN OF WELLFLEET  
300 MAIN STREET  
WELLFLEET, MA 02667

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

Date(s) and hours of use: 9/25/21 11:00AM - 4PM

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

8TH ALMOST ANNUAL WELLFLEET ROWING  
RENDEZVOUS - LAST TIME (2019) WE HAD ABOUT  
20 BOATS AND 80 PEOPLE, ROWING BOATS FROM THE  
BEACH. EVENT IS FREE.

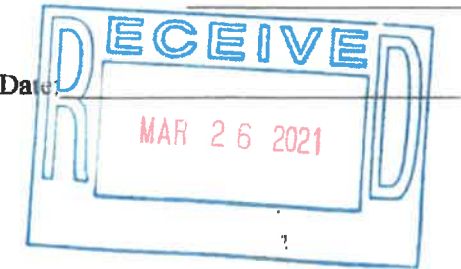
Describe any Town services requested (police details, DPW assistance, etc.)

USE OF BOAT RAMP

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

Action by the Board of Selectmen:

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



Date:

Processing Fee: \$50.00

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

(over)

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

**Health/Conservation Agent:**

Comments/Conditions:

Permits/Inspections needed:

X

**Police Department:**

Comments/Conditions:

*MAT 4-7-21*  
*OK*

**Inspector of Buildings:**

Comments/Conditions:

Permits/Inspections needed:

X

**Fire Department:**

Comments/Conditions:

*KPM 4-8-21*  
*OK*

**DPW:**

Comments/Conditions

X

**Community Services Director:**

Comments/Conditions:

X

**Harbormaster:**

Comments/Conditions

*[Signature]*  
*OK Based on State Guidelines*

**Shellfish:**

Comments/Conditions

X

**Recreation:**

Comments/Conditions

X

**Town Administrator:**

Comments/Conditions

X



## SELECTBOARD

AGENDA ACTION REQUEST  
Meeting Date: May 12, 2021

III

### USE OF TOWN PROPERTY ~ C

<b>REQUESTED BY:</b>	<b>Luise Geueke</b>
<b>DESIRED ACTION:</b>	<b>To approve the use of Mayo Beach on May 7, 2022</b>
<b>PROPOSED MOTION:</b>	<b>I move to approve the use of Mayo Beach to Luise Geueke on May 7, 2022 from 1pm to 2:45pm</b>
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____

APPLICATION FOR PERMIT TO USE TOWN OWNED PROPERTY

TOWN OF WELLFLEET  
300 MAIN STREET  
WELLFLEET, MA 02667

Applicant LUISE BELIEKE Affiliation or Group

Telephone Number 774-722-3931 Mailing Address 14 Rock St, Middleboro MA 02846

Email address lbelieke@gmail.com

Town Property to be used (include specific area)

main beach across from the bookstore restaurant

Date(s) and hours of use:

5/7/2022  
May 7th 2022 1pm - 2:45 (includes setup + break down)

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

purpose: marriage ceremony  
parking: public parking  
ceremony: 40-50 people

Ceremony @ 2 pm  
↑  
center to handle complete breakdown

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

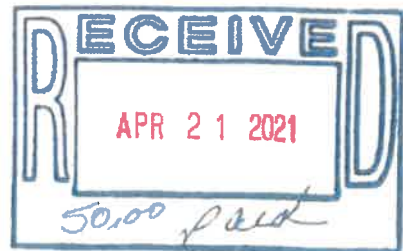
I don't think we'll need any services

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Action by the Board of Selectmen:

Approved as submitted

Approved with the following condition(s):



Fee - 110.00

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

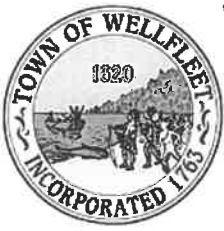
<b>Health/Conservation Agent:</b>	<b>Inspector of Buildings:</b>
Comments/Conditions: <i>okay - 5/5/21</i>	Comments/Conditions:
Permits/Inspections needed:	Permits/Inspections needed:

<b>Police Department:</b> <i>MMH</i>	<b>Fire Department:</b>
Comments/Conditions: <i>ok 5-5-21</i>	Comments/Conditions: <i>Rel Ray</i> <i>ok 4-26-2021</i>

<b>DPW:</b>	<b>Community Services Director:</b>
Comments/Conditions: <i>should not anticipate there being trash barrels provided by the town</i>	Comments/Conditions: <i>responsible for trash check tide schedule</i>

<b>Harbormaster:</b>	<b>Shellfish:</b>
Comments/Conditions: <i>X</i>	Comments/Conditions: <i>stay away from shellfish areas.</i>

<b>Recreation:</b>	
Comments/Conditions:	



## SELECTBOARD

AGENDA ACTION REQUEST  
Meeting Date: May 12, 2021

III

### USE OF TOWN PROPERTY ~ D

<b>REQUESTED BY:</b>	<b>Ceraldi Restaurant/ Michael Ceraldi</b>
<b>DESIRED ACTION:</b>	<b>To approve the use of parking lot and grass area of 15 Kendrick Ave.</b>
<b>PROPOSED MOTION:</b>	<b>I move to approve the use of 15 Kendrick Ave parking lot and grass area for outdoor dining like the summer of 2020</b>
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____



APPLICATION FOR PERMIT TO USE TOWN OWNED PROPERTY

TOWN OF WELLFLEET  
300 MAIN STREET  
WELLFLEET, MA 02667

Applicant CERALDi RESTAURANT

Telephone Number 718.869.1044 508.237.9811 Mailing Address 265 Freemans Way Brewster, MA 02631

Email address ceraldi@ceraldicapecod.com

Town Property to be used (include specific area) Parking Lot on east side & south back of building located at 15 Kendrick Ave. & Town Landing grass area

Date(s) and hours of use: May- October (weather dependent) On operating days during operating hours

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

To provide outdoor CERALDi dining experiences for patrons up to 28 people.

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

no town services requested

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

Action by the Board of Selectmen:

Proof of Insurance Required

Approved as submitted

Approved with the following condition(s):

Disapproved for following reason(s):

Date: 5/3/21

Processing Fee: \$50.00

Fee: TBD

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

<b>Health/Conservation Agent:</b>  Comments/Conditions: <i>okay 5/5/21</i> Permits/Inspections needed:	<b>Inspector of Buildings:</b>  Comments/Conditions: Permits/Inspections needed:
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<b>Police Department:</b> Comments/Conditions: <i>MAT DL 5-5-21</i>	<b>Fire Department:</b> Comments/Conditions: <i>PLP OK 5/5/2021</i>
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<b>DPW:</b> Comments/Conditions: <i>OK</i>	<b>Community Services Director:</b> Comments/Conditions: <i>Parking</i>
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<b>Harbormaster:</b> Comments/Conditions	<b>Shellfish:</b> Comments/Conditions <i>X</i>
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<b>Recreation:</b> Comments/Conditions <i>X</i>	
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BASKETBALL COURTS

# PARKING LOT

BEACH

GRASS

BLOCKADE WEST

15 Kendrick Ave  
Ceraldi Restaurant

DOOR TO HALLWAY RESTROOMS

RESTAURANT

KENDRICK AVE

FOOD & DRINK PASS  
TO GO

BLOCKADE EAST

DESIGNATED SOCIAL  
DISTANCING SQUARE  
AREAS FOR CUSTOMERS  
(28 Seats total)





# SELECTBOARD

AGENDA ACTION REQUEST  
Meeting Date: May 12, 2021

III

## USE OF TOWN PROPERTY ~ E

<b>REQUESTED BY:</b>	<b>Susie Nielsen/Megan Hinton</b>
<b>DESIRED ACTION:</b>	<b>To approve art installations at various locations around the Town of Wellfleet.</b>
<b>PROPOSED MOTION:</b>	<b>I move to approve the installation of art around various locations of the Town of Wellfleet from the dates of July 17, 2021 to September 15, 2021</b>
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____

APPLICATION FOR PERMIT TO USE TOWN OWNED PROPERTY

TOWN OF WELFLEET  
300 MAIN STREET  
WELFLEET, MA 02667

Applicant SUSIE NIELSEN / Megan Hinton Affiliation or Group FARM PROJECTS  
Telephone Number 617.650.9800 Mailing Address PO BOX 1703  
Email address SUSIE.NIELSEN@gmail.com Welfleet MA 02667  
Town Property to be used (include specific area) Near Inche Tims Bridge, near rail pilings  
across from the Mooney building, see attached.  
Date(s) and hours of use: Approx. 7/17 - 9/15

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

Site specific art installations that are meant to  
interact with the location. They will be human scale,  
safe and unobtrusive.

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

None.

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

Action by the Board of Selectmen:

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

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

Date:



Processing Fee: \$50.00

Fee: TBD

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

<b>Health/Conservation Agent:</b>  Comments/Conditions: <i>okay 5/5/21</i> Permits/Inspections needed:	<b>Inspector of Buildings:</b>  Comments/Conditions:  Permits/Inspections needed:
--	---

<b>Police Department:</b>  Comments/Conditions: <i>MMAH 5-5-21 dk</i>	<b>Fire Department:</b>  Comments/Conditions: <i>RPPJ 5/5/2022 br</i>
---	---

<b>DPW:</b>  Comments/Conditions: <i>okay</i>	<b>Community Services Director:</b>  Comments/Conditions: <i>f</i>
---	--

<b>Harbormaster:</b>  Comments/Conditions: <i>X</i>	<b>Shellfish:</b>  Comments/Conditions: <i>High tide?</i>
---	---

<b>Recreation:</b>  Comments/Conditions: <i>X</i>	
---	--

# Megan Hinton

To The Town of Wellfleet,

Susie Nielsen of Farm Projects gallery in Wellfleet, and I, visual artist Megan Hinton, are proposing to use town land for an outdoor series temporary sculpture this summer to stay installed from approximately July 15 to September 15. The images that follow show both private and public land where we would like to place three or four sculptures per site that speak to the culture, material, and spirit of Wellfleet as town that fosters art. The idea to place work outside of the typical gallery structure would allow a unique viewing experience for passersby on the landscape. The sculptures will be human scale, unobtrusive on the natural environment, and safely out of harm's way. The first two proposed town land sites are near Uncle Tim's Bridge and the other near the old rail pilings behind the Mooney Building. The third is at The Wellfleet Library and we can work with and seek permission from the library staff to place a piece in the grass yard on the front Main Street side. The final and fourth location is privately owned land in front of Mayo Beach where we have permission by the owners to make a site specific sculptural installation. I hope you will consider our proposal and will adhere to any guidelines or suggestions you may have.

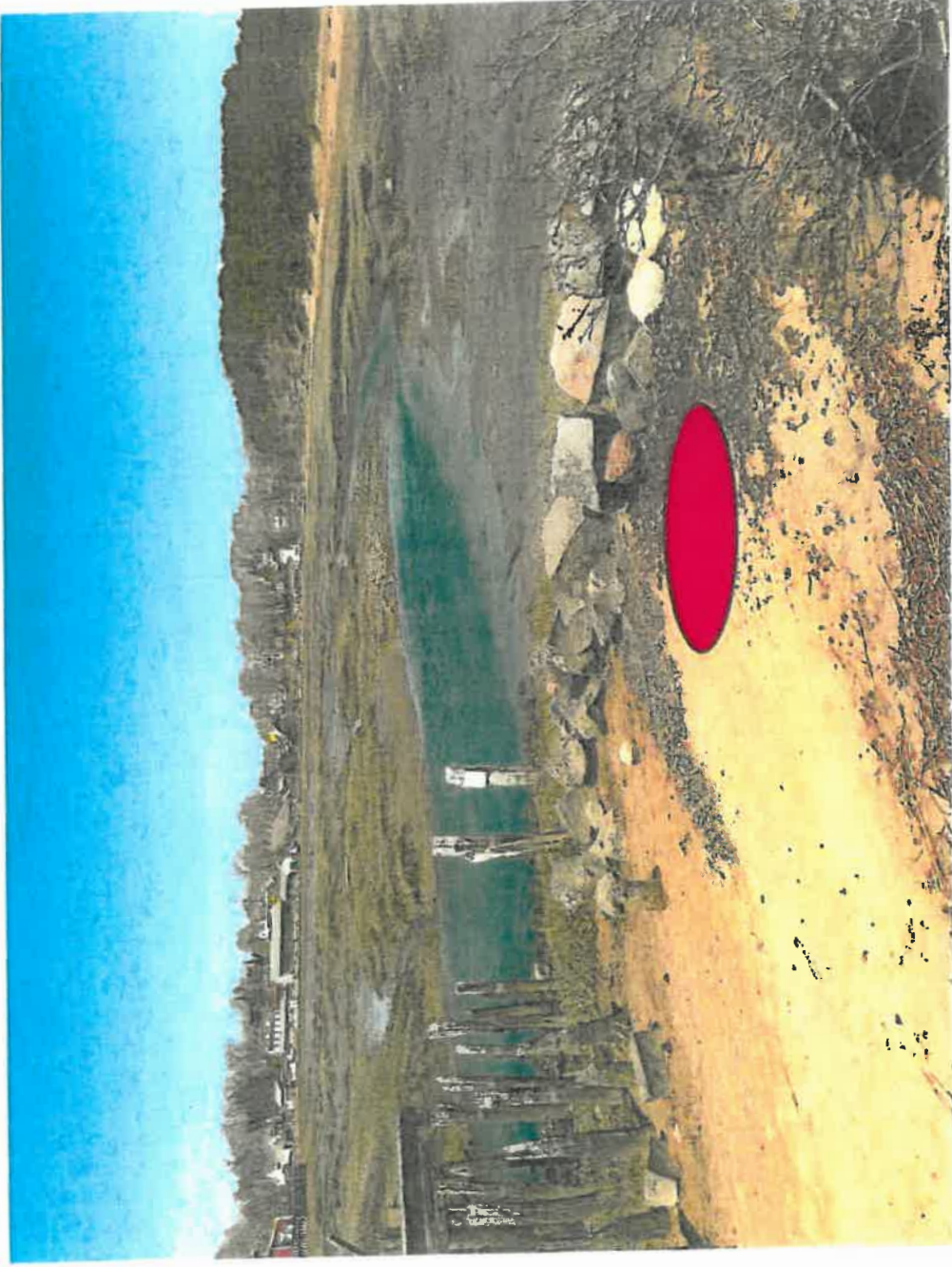
Sincerely,

Megan Hinton and Susie Nielsen

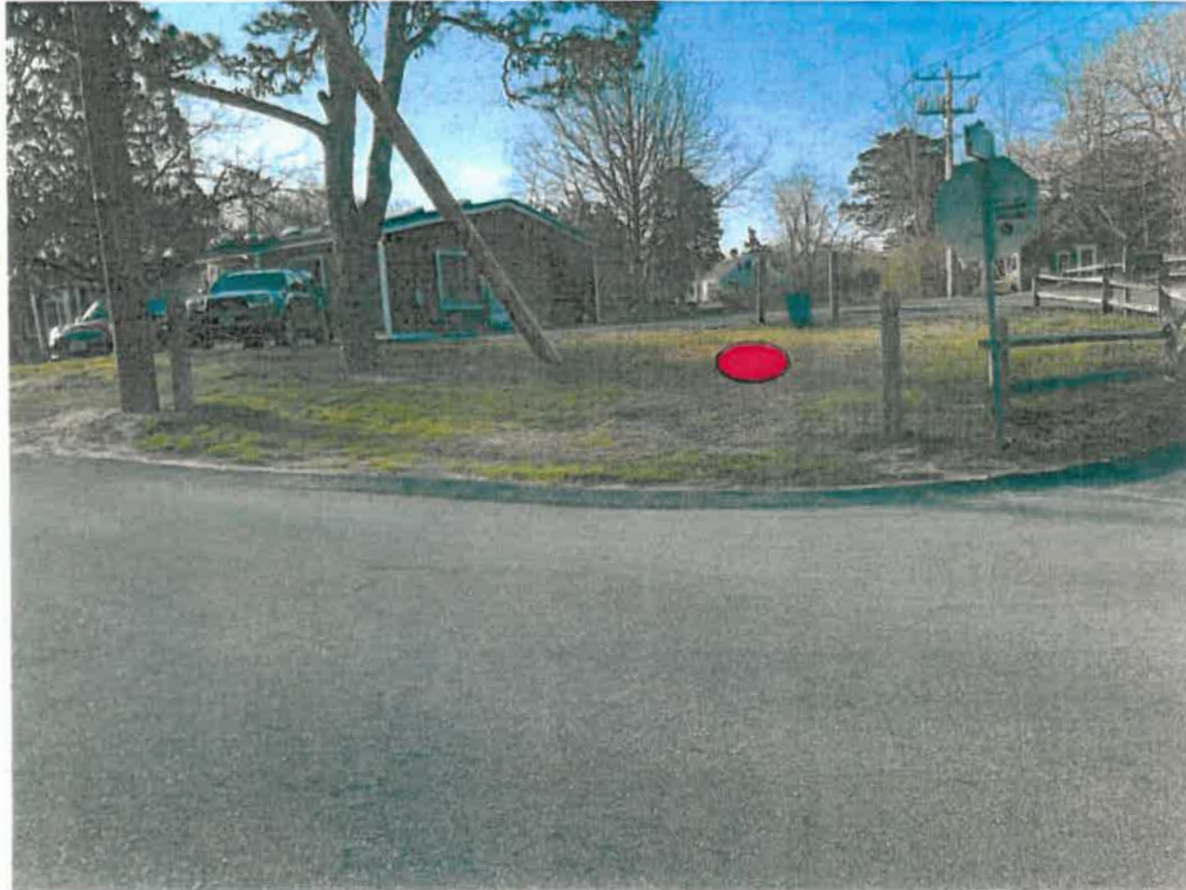


**Site #1 - near the footpath on Cannon Hill side  
of Uncle Tim's Bridge**

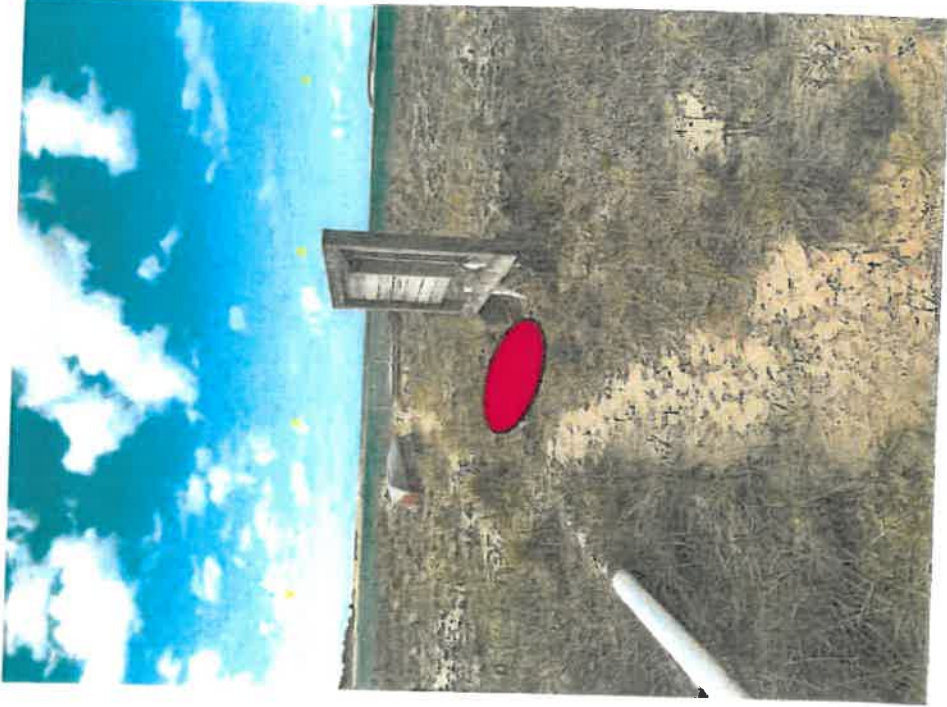




Site #2 - At the dilapidated rail pilings across the marsh from The Mooney Building



**Site #3 - At the front yard of the Library on the Main Street and Howland Lane corner**



**Site #4 - On privately owned land near  
Mayo Beach**



## SELECTBOARD

AGENDA ACTION REQUEST  
Meeting Date: May 12, 2021

IV

### BOARD/COMMITTEE APPOINTMENTS AND UPDATES

<b>REQUESTED BY:</b>	<b>Principal Clerk</b>
<b>DESIRED ACTION:</b>	<b>To appoint Elisabeth Salén to the Local Housing Partnership</b>
<b>PROPOSED MOTION:</b>	<b>I move to appoint Elisabeth Salén as a member of the Local Housing Partnership</b>
<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 Elisabeth Ann Salen Date 03-04-2021  
Mailing Address PO Box #75, South Wellfleet  
MA, 02663, USA  
Phone (Home) 508-237-2645 (cell)  
E-mail elisabeth.salen@hotmail.com

Please describe briefly any work experience, including volunteer service, that you feel would be useful to the Town: I am a shellfisherman in town, me

and my husband have our own grant and are raising two sons, 4 and 6 years old. Our experience with finding local and affordable housing in this town is something I hope can be useful.

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) \_\_\_\_\_



## SELECTBOARD

AGENDA ACTION REQUEST  
Meeting Date: May 12, 2021

V

### BUSINESS ~ A

<b>REQUESTED BY:</b>	<b>Cape Cod Cannabis/Ben Zehnder</b>
<b>DESIRED ACTION:</b>	<b>To approve the extension of the Community Host Agreement</b>
<b>PROPOSED MOTION:</b>	<b>I move to approve the extension of the Community Host Agreement as written in the updated agreement submitted by attorney Zehnder dated May 4, 2021</b>
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____



May 4, 2021

Michael DeVasto, Chair  
Wellfleet Select Board  
300 Main Street  
Wellfleet, MA 02667

Via hand delivery on May 5, 2021 and email to Rebekah Eldridge  
<Rebekah.Eldridge@wellfleet-ma.gov>

Re: Nature's Alternative Inc. / Request for Approval of Host Community Agreement

Dear Mr. DeVasto and Select Board Memebers:

I am writing to request that the Select Board approve a new Host Community Agreement for my client Nature's Alternative, Inc. ("NA"). As the Board is aware, NA entered into a Host Community Agreement dated December 11, 2018, which expired on its terms as NA did not commence operations within two years of that date.

Since December of 2018, NA has applied for and obtained Board of Appeals approval for operation at 2393 State Highway, has obtained a building permit and substantially completed its buildout, and is expected to receive Cannabis Control Commission approval to commence operations, possibly as early as May 13, 2021.

I have attached hereto in accordance with the Select Board's March 24, 2020 Town of Wellfleet Marijuana Host Community Agreement Policy, 8 copies of the following:

1. The recorded Board of Appeals Special Permit, which includes a description of the premises and a detailed operational description and operational conditions;
2. Ownership structure of NA as previously approved by the Select Board;  
and
3. A Proposed Host Community Agreement, in the form most recently approved by the Select Board for the Old Bank property at 10 Main Street.

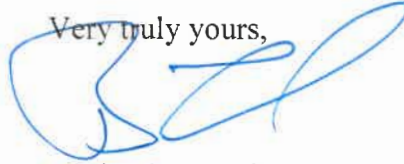
I ask that you place this matter on your May 12, 2021 agenda for review and

*A Legal Beacon since 1969*

action. I will plan on attending to answer any questions and will have available a representative of my client as well.

Thank you and my regards,

Very truly yours,

A handwritten signature in blue ink, appearing to read 'BEZ', with a large, stylized flourish extending to the right.

Benjamin E. Zehnder

BEZ/  
cc via email only:  
Rich Pauley, Acting Town Administrator  
Michael DeVasto  
client



**Zoning Board of Appeals**

**Town of Wellfleet**

**Town Hall**

**300 Main St. Wellfleet Ma 02667**

**Certification of the Town Clerk**

I, Jennifer Congel, Acting Town Clerk, Town of Wellfleet, Massachusetts, do hereby certify that

Twenty(20) days have elapsed since the filing with this office of the Decision of the

Wellfleet Zoning Board of Appeals in:

Special Permit 19-23

Nature's Alternative, Inc.

2393 State Highway.

Map 23, Parcel 211

Book 11494, Page 218

And that no notice of appeal of said decision has been filed with me, or if such appeal has been

Filed, it has been dismissed or denied.

Dated October 17, 2019

Signed Jennifer M Congel



WELLFLEET ZONING BOARD OF APPEALS

220 West Main St., Wellfleet, MA 02667

September 25, 2019

DECISION OF THE WELLFLEET ZONING BOARD OF APPEALS.

RECEIVED  
2019 OCT 17 P 2:14  
TOWN OF WELLFLEET

**19-23 Nature's Alternative, Inc.,** 2393 State Highway, Map 23, Parcel 211, Application for a Special Permit for retail marijuana use operation pursuant to the WZB s. 5.4.2 (Use Tables) and s. 5.4.13 (more than one principle use)

Pursuant to a Notice of Petition and Public Hearing, which was published in The Cape Codder newspaper on 08/23/19 and 09/30/19, and which was posted in the Town Hall from 08/29/19 to 09/12/19 and which was sent to abutters and parties in interest on 08/21/19, the public hearing of the petition cited above, for the property cited above, was held on Thursday, September 12, 2019 at 8:05 pm.

The Board consisted of Sharon Inger, Mick Lynch, Manny Heyliger, Bruce Drucker, and Jan Morrissey. Also in attendance were Board members Wil Sullivan and Reatha Ciotti. Attorney Ben Zehnder represented the applicant and provided an overview of the project. Ryder Wilcox were at the table. Attorney Zehnder stated there are a number of leased spaces in the building and the old antique store will be converted into the marijuana retail space. There will be no alterations to the building, other than the front facade of the building to provide a secure frontage to the facility. The corridors will provide access for delivery. He gave an overview of the interior space, identifying the employee areas, security, retail space, etc. There is a community host agreement with the town. Lisa Toomey, Cove Rd., questioned where the deliveries will be made, hours of operation, expressed concern with lighting facing her home, odor control, how will smoking outside in the parking park be secured, people "hanging around", as well as entrance and egress from the parking lot. The hours will be 9:00 am to 8:00 pm; deliveries will be either from the front door or side door which faces the Post Office. There will be down lighting. Nancy Sheldon stated the area will be monitored by cameras 24 hours and the police will frequently monitor the store/area. There will be no odor from the products since there is no cultivation and the products are packaged in plastic, and under displayed under glass in the store. There was no traffic study performed because it is the same use, and there are 4 entrances / exits near the Cove Road area. From the audience, Beth Singer stated the parking lot is also a school bus stop for both the am and pm (before and after school). She is concerned with the traffic danger and difficulty accessing Route 6. A letter of opposition from Jim and Marcia Arnold was read expressing concern with traffic, safety, and impaired drivers.

Wil Sullivan questioned the use of the school buses on the property and Attorney Zehnder stated the owner of the property had never restricted the use as long as the tenants didn't have any problems. Attorney Zehnder stated he didn't think the location of the marijuana store would impact the children since they could not purchase any products. Ms. Sheldon stated there will be a liaison with the police department to ensure they are always informed. There will be a parking person to direct traffic, and if necessary due to a large number of customers, sales will be an

appointment only schedule. The company will make arrangements with the tenants, police, and other agencies to ensure safety. Attorney Zehnder suggested a condition for a detailed police presence during the first month. He believed the turnover of people buying products would be approximately 15 minutes (in and out). Off-site parking could be made available if necessary. The company has to go the Cannabis Control Committee. Bruce Drucker stated most of the problems with traffic will be in the summer months and we cannot predict what will happen. He stated this is a political issue. He stated he feels the abutters should get together with the Selectmen to make sure the town works with the police, the owners, etc. and the funding received from the sales per the Host Agreement supports the efforts of the agencies. Attorney Zehnder stated a school bus stop doesn't have required limited distance to marijuana stores (schools have 500 feet). There are approximately 123 parking spots on the property. Jan Morrissey expressed concern with the number of accidents in the Cove Road area. She stated a traffic report was done and recommendations were made, but never implemented. She questioned the use of the outside door for entrance to the rest room, and Ms. Sheldon stated there will be security at both the doors to the store. Mick Lynch moved for Findings of Fact; seconded by Manny Heyliger; passed 5-0

In connection with the granting of this Special Permit, pursuant to Section 8.4.2 of the Bylaw, the Board found the benefits of the proposed use of the property as an Adult Use Marijuana Establishment for the operation of a marijuana retail establishment will outweigh any adverse effects on the Town, based on the following findings:

1. The property comprises approximately 101,192 square feet of land and 300 linear feet of frontage on Route 6 State Highway in the Commercial zoning district where 40,000 square feet of land and 200 feet of frontage are required.
2. The property is improved with a two-story brick commercial structure with approximately 16,833 square feet of floor area containing a Dunkin' Donuts establishment, hair salon, a former antique store, thrift store and self-storage units.
3. The structure is conforming as to lot coverage, height, and all building sideline setbacks save for the south side which is 25.3 feet from the sideline where 35 feet is required.
4. The property is nonconforming with regard to parking area setback requirements – the parking areas being 0 feet from Cove Road where 10' are required, and 15' from Route 6 where 35 feet are required.
5. The applicant proposes establishing a marijuana retail store in 3,130 square feet of the first floor presently the location of a retail antique store.
6. The use of the space as a retail store is not changing.
7. The remaining uses of the building are not changing.
8. The site plan shows 107 parking spaces where 77 are required.
9. The building is well set back from Route 6 – being 215.7 feet, and from Cove Road, being 76 feet.

10. The property provides two entrance / exits onto Route 6 and affords relatively straight and clear sight lines.
11. The property also provides entrances onto Cove Road and the adjacent Post Office / Theatre property, both of which provide nearby access to Route 6.
12. Retail sales of marijuana is not separately defined or regulated by the Wellfleet Zoning Bylaw but is rather a Retail Trade use permitted in the Commercial Zoning District by special permit.
13. The proposed use is not a change of use of the building, and therefore the Parking Requirement provisions of Section 6.3 and Landscaping requirements of Section 6.12 do not apply to this application
14. The proposal is projected to provide significant additional revenue to the Town of Wellfleet.
15. Route 6 provides adequate access and other public services to the property.
16. There is no reasonable likelihood of environmental damage from the proposal since the exterior of the building and the parking areas will remain the same.
17. The proposal will beneficially increase the diversity of services available locally as it will create a new and dynamic business.
18. There will be a seasonal increase in traffic due to numerous factors during the summer-tourist season but given the volume of traffic and use of Route 6 and adjoining roads, the increase is not projected to be significantly detrimental.
19. The proposal will create needed year-round employment as 18 employees at maximum shift are anticipated.
20. There will be no impact on any scenic views from the proposal.
21. The proposal provides for adequate delivery and service areas.
22. The proposal will not affect public access to or along the shoreline.
23. There were 3 objections to the application.
24. The proposal will not be substantially more detrimental to the neighborhood than current uses and structures at locus, and the applicant has demonstrated that the benefits of the proposal will outweigh any adverse effects on the Town and the vicinity after considering the Special Permit Granting Objectives as set forth in Section 8.4.2 of the Wellfleet Zoning Bylaws.

Bruce Drucker moved the Findings of Facts; seconded by Mick Lynch, passed 5-0. Mick Lynch

moved to grant the Special Permit with the following conditions; seconded by Manny Heyliger, passed 5-0.:

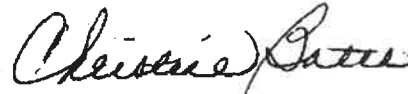
The Board grants this approval for a Special Permit subject to the following conditions:

1. The adult use Marijuana Establishment shall be permitted to operate between the hours of 9:00 a.m. and 8:00 p.m. for adult use marijuana retail purposes.
2. This Special Permit is limited to the operation of a facility as an adult use marijuana retail establishment for the sale of adult recreational marijuana and marijuana products directly to adult consumers.
3. The adult use marijuana retail establishment may not operate, and the Special Permit will not take effect, until the Applicant has obtained all final license approvals from the Cannabis Control Commission (the "CCC").
4. Prior to commencing operations on the Property for the sale of adult recreational marijuana and marijuana products, the Applicant shall provide the Building Commissioner, Health Agent, Fire Chief, Police Chief and the Board with a copy of the applicable Final License from the CCC for an adult use marijuana retail establishment.
5. The Applicant shall provide an annual report of its operations to the Board and other Town officials no later than January 31st of each year, including a copy of all current state licenses and demonstrating continued compliance with the conditions of this special permit. Any change in ownership of the property or change in management staff and individuals with key access to the marijuana establishment shall also be reported within 30 days of such change.
6. This Special Permit is not transferrable or assignable to another party or entity and shall remain exclusively with the Applicant for the operation of the facility as an adult use marijuana retail establishment for the sale of adult recreational marijuana and marijuana products directly to adult consumers. Events deemed a transfer or assignment of the Special Permit shall include, without limitation: (i) the Applicant's takeover or merger by or with any other entity; (ii) the Applicant's outright sale of assets and equity, majority stock sale to another organization or entity for which the Company does not maintain a controlling equity interest; (iii) or any other changes to a majority of the founding member ownership or status of the Applicant. A Special Permit may be transferred or assigned only with the approval of the Board in the form of an amendment to the Special Permit.
7. Smoking, burning and consumption of marijuana or marijuana infused products on the premises for personal or consumer use is prohibited.

8. The permit holder shall notify the Building Commissioner, the Health Agent, the Fire Chief, the Police Chief, and the Board in writing within forty-eight hours of the cessation of operation of the adult use marijuana retail uses or the expiration or termination of the license holder's Final License CCC.
9. The Special Permit shall lapse upon the expiration or termination of the Applicant's license by the Cannabis Control Commission.
10. There shall be a valid Host Community Agreement in effect at all times during the operation of the adult use marijuana retail establishment.
11. The Security Plan and Emergency Procedures shall be approved by the Police Chief and Fire Chief prior to commencing operations. Any changes to the Security Plan and Emergency Procedures shall be reported, in writing, to the Police Chief and Fire Chief within 14 days of such changes taking effect.
12. The Applicant shall provide to the Building Inspector and Chief of the Police Department, the name, telephone number and electronic mail address of a contact person in the event that such person needs to be contacted after regular business hours to address an urgent issue. Such contact information shall be kept updated by the permit holder.
13. No deliveries will be made to the facility from the Cove Road side of the property.
14. The applicant will employ a detail officer to control traffic for the first few months of operation or as deemed necessary by the chief of police.



Sharon Inger, Chair



Christine Bates, Committee Secretary

COMMONWEALTH OF MASSACHUSETTS  
TOWN OF WELLFLEET  
ZONING BOARD OF APPEALS

2019 OCT 17 P 2:14  
TOWN OF WELLFLEET

Certificate of Granting of Special Permit  
(Massachusetts General Laws, Chapter 40-A, Section 11)

The Zoning Board of Appeals of the Town of Wellfleet, Massachusetts hereby certifies a Special Permit has been granted to the following:

**Special Permit 19-23**

**Nature's Alternative, Inc.**

**2393 State Highway.**

**Map 23, Parcel 211**

**Book 11494, Page 218**

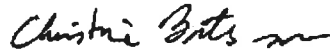
**Retail marijuana use operation and more than one principle use on property**

And the said Zoning Board of Appeals further certifies that the Decision attached hereto is a true and correct copy of its decision granting said Special Permit, and that copies of said Decision, and of all plans referred to in the Decision, have been filed with the Town Clerk.

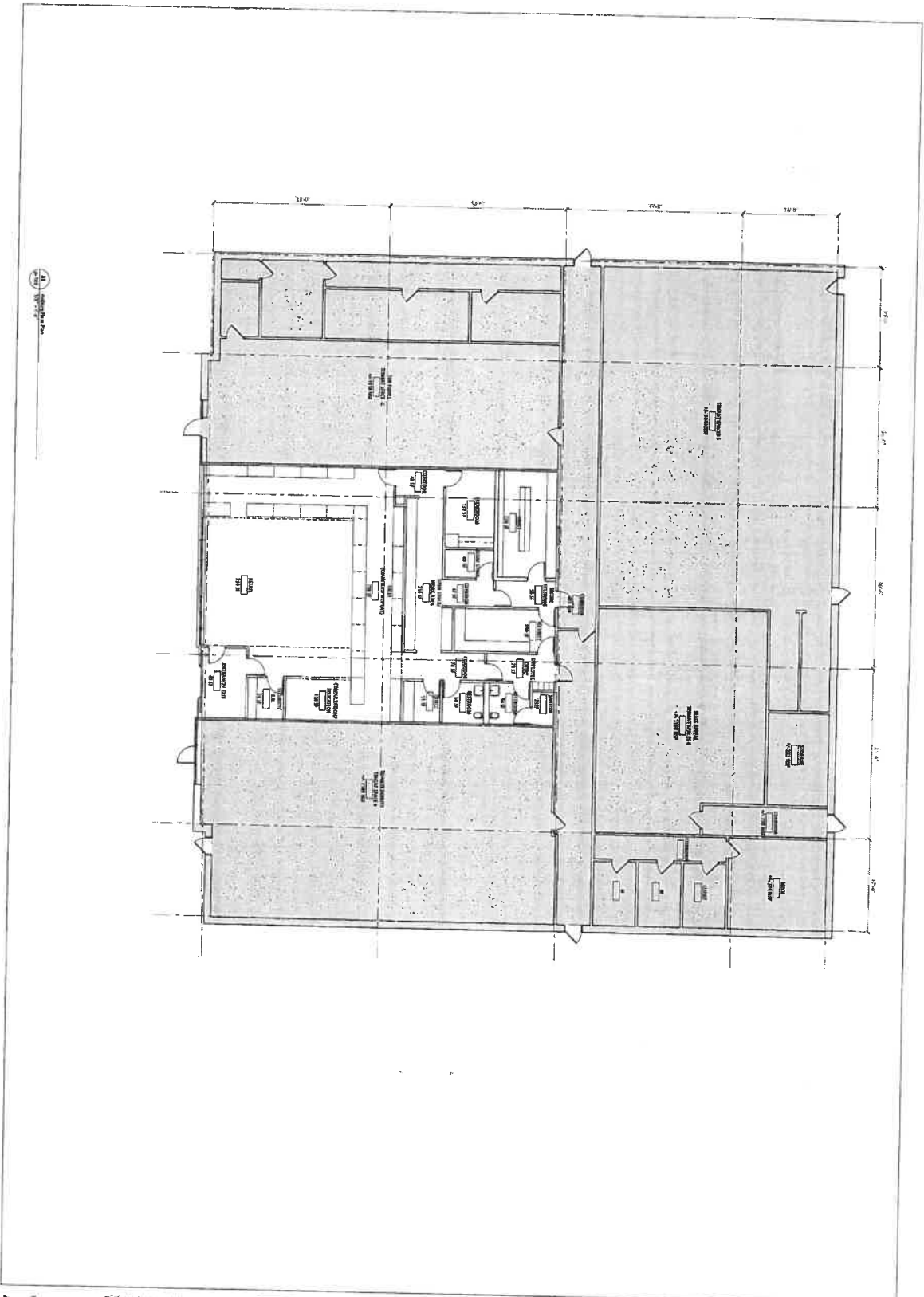
The Zoning Board of Appeals also calls to the attention of the owner and/or applicant that Massachusetts General Laws, Chapter 40-A, Section 11 (last paragraph) provides that no Special Permit, or any extension, modification or renewal thereof, shall take effect until the Decision bearing the certification of the Town Clerk that twenty days have elapsed after the Decision has been filed in the Office of the Town Clerk and no appeal has been filed or that, if such appeal has been filed, it has been dismissed or denied, is recorded in the Barnstable County registry of Deeds and indexed in the grantor index under the name of the owner of record and noted on the owner's certificate of title. The fee for such recording or registering shall be paid by the owner or the applicant.



Sharon Inger, Chair    Date



Christine A. Bates, Clerk



**LIB**  
 ARCHITECTS  
 Jennifer Loring Berghel  
 Savannah, RI  
 jberghel@libarch.com  
 www.libarch.com

Retail Space Renovation for  
**Nature's Alternative**  
 2367 Route 6  
 Wellfleet MA

Concept Design  
 Not for Construction  
 19 July 2018  
 Revisions

Proposed Building  
 Floor Plan

**A-100**



**Nature's Alternative, Inc. – Corporate and Operational Structure Since Organization on  
11/3/2017 – Prepared by Benjamin E. Zehnder 04-21-2020**

**November 3, 2017:**

President – Stuart Bernstein  
Treasurer – Ashley Esper  
Secretary – David Miller  
CEO – David Miller  
Directors – Stuart Bernstein, Ashley Esper, David Miller  
Equity Holders – N/A\*

**January 5, 2018:**

President – David Miller  
Treasurer – David Miller  
Secretary – Jeff Bilodeau  
CEO – David Miller  
Directors – David Miller, Jeff Bilodeau, David Couture, Michael Gookin  
Equity Holders – N/A\*

\*The organization was formed without ownership. Ownership was created upon stock transfer, Stuart Bernstein held equity for duration of transfer.

**December 14, 2018:**

President – Andrew J. Medeiros  
Treasurer – Nicholas Salvadore  
Secretary – Nicholas Salvadore  
CEO – Andrew J. Medeiros  
Director – Nicholas Salvadore  
Permitting and Licensing Consultant – David Miller  
Equity Holders – Medeiros Family Trust (majority), Patrick Casey, Nicholas Salvadore

**Current as of April 21, 2020 :**

President – Patrick J. Casey, III  
Treasurer – Nicholas Salvadore  
Secretary – Nicholas Salvadore  
CEO – Patrick J. Casey, III  
Director – Nicholas Salvadore  
Director – Patrick J. Casey, III  
Director – Jill E. Moniz  
Equity Holders:  
Stock Owned 99.99% by Aspen Blue, LLC, a Rhode Island limited partnership  
.01% by Andrew J. Medeiros.

Ownership of Aspen Blue, LLC is as follows:

Nicholas A. Salvadore	25.00%
-----------------------	--------



# TOWN OF WELLFLEET

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

June 29, 2020

To Whom It May Concern:

On April 28, 2020 the Wellfleet Selectboard voted unanimously to approve the corporate ownership of Nature's Alternative, Inc. by Aspen Blue, LLC (99.99%) and Andrew J. Medeiros (0.01%).

Aspen Blue, LLC (a Rhode Island LLC)  
72 Pine Street, Suite 1  
Providence, RI 02903  
Fed. ID# 84-1984766

Daniel R. Hoort  
Wellfleet Town Administrator

Patrick J. Casey, III	25.00%
Francesca Turner, LLC [1]	25.00%
Mal Salvadore	5.00%
Wilma Properties, LLC [2]	10.00%
Wolf Den Holdings LLC [3]	5.00%
Ralph Shuster Metals, Inc.	5.00%

The ownership of Francesca Turner, LLC [1] is as follows:

Jill E. Moniz	100%
---------------	------

The ownership of Wilma Properties, LLC [2] is as follows:

Andrew Wilkes	100%
---------------	------

The ownership of Wolf Den Holdings LLC [3] is as follows:

Frank Zaino, III	100%
------------------	------

The names, addresses, telephone numbers, email addresses, and, where relevant, corporate information for each applicant is as follows:

Aspen Blue, LLC (a RI domestic LLC):

RI Corporations ID 001695595; EIN 84-1984766

72 Pine Street, Suite 1

Providence, RI 02903

(401) 286-2119

[mwilkes85@gmail.com](mailto:mwilkes85@gmail.com) (Matthew Wilkes, VP Licensing & Compliance)

Nicholas A. Salvadore:

6 Betty Drive

Narragansett, RI 02882

(401) 500-7478

[nick.salvadore@gmail.com](mailto:nick.salvadore@gmail.com)

Patrick J. Casey, III:

3 Twin Oak Drive

Warwick, RI 02889

(401) 633-4984

[pjc3home@verizon.net](mailto:pjc3home@verizon.net)

Francesca Turner LLC (a RI domestic LLC):

RI Corporations ID 001703700

Attn.: Jill E. Moniz

97 Bluff Avenue

Edgewood, RI 02905  
(401) 640-4546  
[jill.e.moniz@gmail.com](mailto:jill.e.moniz@gmail.com)

Mal Salvadore:  
400 Reservoir Avenue  
Providence, RI 02907  
(401) 780-8680  
[masltd@aol.com](mailto:masltd@aol.com)

Wilma Properties, LLC (a RI domestic LLC):  
RI Corporations ID 000140170  
Attn.: Andrew Wilkes  
40 Quail Hollow Road  
Cranston, RI 02920  
(401) 241-5470  
[aw@awilx.com](mailto:aw@awilx.com)

Wolf Den Holdings, LLC:  
EIN 84-3301719  
Attn. Frank Zaino, III  
400 Putnam Pike, #J212  
Smithfield, RI 02917  
(401) 636-2000  
[fzaino@cec-engineering.com](mailto:fzaino@cec-engineering.com)

Ralph Shuster Metals, Inc.:  
EIN 04-2171488  
David Malkin, President  
909 N. Main Street  
Providence, RI 02904  
(401) 277-0300  
[davidm@dsmrealty.com](mailto:davidm@dsmrealty.com)

END

## Town of Wellfleet Marijuana Host Community Agreement Policy

All applicants seeking to execute an HCA with the Town shall appear before the Selectboard and present their plans for operation of a Marijuana Establishment. All materials must be received in the Town Administrator's office no later than noon on the Thursday preceding the Selectboard's Tuesday meeting. Applicant shall verify that all managers, directors, officers, investors, and others related to the establishment are free from any disqualifying criminal convictions. All investors shall be identified in the presentation. Applicant should provide the following:

1. Eight copies of the presentation to be given to the Selectboard
2. Eight copies of a site map of the property
3. Eight copies of a business summary of the proposed business (not to exceed four pages)

Should the Selectboard wish to proceed the Town Administrator will be directed to negotiate a Host Community Agreement with the applicant. A finalized Host Community Agreement will be brought back to the Selectboard at a subsequent meeting for approval and signature.

The Selectboard will consider the following when making a decision as to approving a Host Community Agreement.

- **Local** – The Town will give priority to businesses for which a majority of owners and operators include local proprietors. First priority to businesses primarily owned and operated by Wellfleet residents with second priority to those primarily owned and operated by residents of the Outer Cape (Provincetown, Truro and Eastham) and third priority to those primarily owned and operated by residents on the remainder of Cape Cod.
- **Year-round Business** – The Town requires that the business be open a minimum of ten months of the year.
- **Economic Vitality** – The opportunity for jobs for local residents and the use of local residents and businesses for construction and other business needs.
- **Medical vs Recreational Dispensary** – The Selectboard will give preference to those applicants who will dispense both medical and recreational marijuana.

**Host Community Agreement Decision:** The Selectboard may sign a Host Community Agreement with marijuana establishments at the conclusion of this process, however, the decision to sign a Host Community Agreement is solely at the discretion of the Selectboard. If the applicant's business plan does not meet the priorities established by the Board or is not considered sufficient by the Selectboard, the Board may decline to enter into a Host Community Agreement.

Prior to the opening the establishment the applicant will provide the Selectboard with an update not less than once a year.

**Zoning Board of Appeals -** The Board of Appeals shall be the Special Permit Granting Authority (SPGA) with the authority to hear and decide all applications for special permits, except for those special permits where the Planning Board is expressly designated as the SPGA. Registered Marijuana Dispensaries (medical) and Recreational Marijuana Dispensaries require a Special Permit to operate in the Town of Wellfleet. Section 8.4.2 of the Town's zoning bylaws (on Town's web site) describe the conditions the Board of Appeals will consider when making a decision on a Special Permit.

Premises and uses regulated by the **Board of Health**, such as “Medical Product Manufacturer” will require further application, fees and additional materials to be submitted to the Board of Health.

Adopted by the Wellfleet Selectboard on March 24, 2020

**TOWN OF WELFLEET AND  
NATURE'S ALTERNATIVE, INC.  
HOST COMMUNITY AGREEMENT**

This Host Community Agreement (“Agreement”) is entered into this \_\_\_ day of May, 2021 by and between NATURE’S ALTERNATIVE, INC., a Massachusetts corporation, and any successor in interest, with a principal office address of 20 Centerville Road, Warwick, RI 02886 (the “Company”), and the TOWN OF WELFLEET, a Massachusetts municipal corporation with a principal address of 286 Main St, Wellfleet, MA 02667 (the “Town”) (Company and Town, collectively the “Parties”), acting by and through its Selectboard in reliance upon all of the representations made herein.

WHEREAS, the Company wishes to locate an approximately 3,130 square foot Adult Use Retail Marijuana Establishment (“RME”) for the retail sales of adult use marijuana and marijuana products at a parcel of land with approximately approximately 101,192 square feet of land located at 2393 State Highway (Assessor’s Parcel ID 23-211), which is owned by the Cape Commerce Nominee Trust, J. Bruce MacGregor, Trustee, more accurately described by the deed recorded with the Barnstable County Registry of Deeds Book 11494, Page 218 (the “Property”), in accordance with and pursuant to applicable state laws and regulations issued by the Cannabis Control Commission (“CCC”), or such other state licensing or monitoring authority, as the case may be (each a “Licensing Authority,” and collectively “Licensing Authorities”), including, but not limited to 935 CMR 500.000, and such approvals as may be issued by the Town in accordance with its Zoning Bylaws and other applicable local regulations; and

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

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

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

**1. Recitals**

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

**2. Annual Payments**

In the event that the Company obtains the requisite licenses and/or approvals from the Licensing Authorities, as may be required for the operation of the RME, and receives any and all necessary and required permits and licenses of the Town, and at the expiration of any final appeal period

related thereto, said matter not being appealed further, which permits and/or licenses allow the Company to locate, occupy, and operate the RME in the Town, then the Company agrees to provide the following Annual Payments as described in this Section 2; provided, however, that if the Company fails to secure any such other license and/or approval as may be required, or any of the required municipal approvals, the Company shall reimburse the Town for its legal fees associated with the negotiation of this Agreement.

A. Community Impact Fee

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

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



3. With regard to any year of operation for the RME which is not a full calendar year, the applicable Annual Community Impact Fee shall be pro-rated accordingly.
4. The Town shall use the above referenced payments in its sole discretion, but shall make a good faith effort to allocate said payments to offset costs related to road and other infrastructure systems, law enforcement, fire protection services, inspectional services, public health and addiction services and permitting and consulting services, as well as unforeseen impacts upon the Town.

B. Additional Costs, Payments and Reimbursements

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

C. Annual Reporting for Host Community Impact Fees

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

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

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

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

### **4. Local Taxes**

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

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

## **5. Security**

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

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

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

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

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

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

## **7. Additional Obligations**

A. Permitting

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

B. Retained Authority of the Municipality

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

C. Annual Reporting

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

D. Annual Inspections

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

E. Limitations on Other Uses

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

F. Improvements to the Property

The Company shall make capital improvements to the site at which the RME is located such that the property will match the look and feel of the Town, and be of construction standards at least at

the quality of other nearby businesses. The Company agrees to comply with all laws, rules, regulations and orders applicable to the RME, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the performance of such work.

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

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

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

#### **9. Municipal Support**

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

#### **10. Term**

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

In the event the Company has not secured a final license from the CCC and all necessary local permits from the Town and commenced operations at the RME within two (2) years from the date this Agreement takes effect, this Agreement shall expire and the Company shall be required to

negotiate a new Host Community Agreement in order to operate the RME within the Town. The Selectboard, in its discretion, may agree to an extension of the two (2) year expiration, for good cause, which shall include the time required to pursue or await the determination of an appeal of any permits required for the operation of the RME, the special permit or other legal proceeding.

**11. Successors/Assigns**

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

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

**12. Notices**

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

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

To Licensee: Nature's Alternative, Inc.  
20 Centerville Road  
Warwick RI 02886  
By e-mail: m.wilkes@terps.com

Copy to: Benjamin E. Zehnder, Esq.  
La Tanzi, Spaulding & Landreth, LLP  
8 Cardinal Lane  
Orleans, MA 02653  
By email: bzehnder@latanzi.com

### **13. Severability**

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

### **14. Governing Law**

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

### **15. Entire Agreement**

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

### **16. Amendments/Waiver**

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

### **17. Headings**

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

### **18. Counterparts**

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

## **19. Signatures**

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

## **20. No Joint Venture**

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

## **21. Nullity**

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

## **22. Indemnification**

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

## **23. Third-Parties**

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



**24. Termination**

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

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

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

TOWN OF WELLFLEET

NATURE'S ALTERNATIVE, INC. by:

---

Michael DeVasto  
Chair of the Selectboard  
On behalf of the  
Town of Wellfleet

---

Patrick J. Casey, III  
President



## SELECTBOARD

AGENDA ACTION REQUEST  
Meeting Date: May 12, 2021

V

### BUSINESS ~ B

<b>REQUESTED BY:</b>	<b>Beach Director – Suzanne Grout Thomas</b>
<b>DESIRED ACTION:</b>	<b>To approve the extension of the Emergency Order pertaining to Maguire’s Landing and Beach Fire Permits</b>
<b>PROPOSED MOTION:</b>	<b>I move to approve the extension of the original Emergency Order regarding Maguire’s Landing and Beach Fire Permits for the summer of 2021</b>
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____



# SELECTBOARD

AGENDA ACTION REQUEST  
Meeting Date: May 12, 2021



## BUSINESS ~ C

<b>REQUESTED BY:</b>	<b>Dan Silverman/Town Moderator</b>
<b>DESIRED ACTION:</b>	<b>To reconfirm annual town meeting, rain dates and town election</b>
<b>PROPOSED MOTION:</b>	<b>I move to reconfirm that Wellfleet's annual town meeting will be held beginning at 10am on June 26, 2021 with the rain dates of June 27<sup>th</sup>, 28<sup>th</sup> &amp; 29<sup>th</sup> and the Annual Town Election to be held on June 30<sup>th</sup> at The Council On Aging from 12pm to 7pm</b>
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____



## SELECTBOARD

AGENDA ACTION REQUEST  
Meeting Date: May 12, 2021

V

### BUISNESS ~ D

<b>REQUESTED BY:</b>	<b>Dan Silverman/Town Moderator</b>
<b>DESIRED ACTION:</b>	<b>To approve a 100-person quorum for Town Meeting</b>
<b>PROPOSED MOTION:</b>	<b>I move to approve a 100-person quorum for the Annual Town Meeting on June 26, 2021</b>
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____



## SELECTBOARD

AGENDA ACTION REQUEST  
Meeting Date: May 12, 2021

V

### BUSINESS ~ E

<b>REQUESTED BY:</b>	<b>To discuss and possibly approve the June 26, 2021 Annual Town Meeting Warrant</b>
<b>DESIRED ACTION:</b>	<b>To discuss and possibly approve the annual town warrant</b>
<b>PROPOSED MOTION:</b>	<b>To Be Determined</b>
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____



**ANNUAL TOWN MEETING**

**Saturday June 26, 2021**

**10AM**

**Wellfleet Elementary School Ball Field**

**100 Lawrence Road**

**&**

**TOWN ELECTION**

**June 30, 2021**

**12PM-7PM**

**Wellfleet Senior Center**

**715 Old King's Highway**

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**FINANCIAL & PROPOSITION 2½ TERMS**

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

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

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

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

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

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

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

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

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

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

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

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



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**TOWN MEETING PROCEDURES**

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

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

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

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

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

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

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

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

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

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

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

**FINANCE COMMITTEE STATEMENT**

A Statement to the Voters from the Wellfleet Finance Committee

To the voters and citizens of the Town of Wellfleet:

The Finance Committee (FinCom) is an advisory board to the Selectboard, the Town Administrator and Town Meeting on financial matters of concern to the voters of the Town of Wellfleet.

These include major capital, staffing and operational outlays for the town's departments as well as the financial impact of large projects like harbor dredging, water/wastewater management and affordable housing.

In 2020, the FinCom has also become more focused on understanding the potential financial consequences to the town of the COVID-19, based on whether the pandemic lasts for a year or two or becomes a longer-term phenomenon that affects the financial profile of the town.

The Finance Committee is a volunteer committee of Wellfleet residents. The committee meets monthly (or more often as necessary) throughout the year to review budgets and issues that have financial implications for the town.

The FinCom makes its budget recommendations (pro and con) by casting votes at open meetings. Its opinions are made available in the Warrant at Town Meeting alongside those of the Selectboard and other appropriate boards.

On the occasions where its financial recommendations differ from those of the Selectboard, the FinCom is always prepared to explain its reasoning in response to questions from the voters.

We continue to work with the Selectboard and the Town Administrator to keep budgets transparent and understandable for the citizens of Wellfleet. Members of the public are encouraged to attend our meetings.

Respectfully submitted,

Fred Magee, Chair

Kathy Granlund, Linda Pellegrino, Stephen Polowczyk, Jenn Rhodes, Sarah Robin, Jeff Tash, Robert Wallace, Ira Wood

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**ANNUAL TOWN MEETING WARRANT**

Saturday June 26, 2021

The Commonwealth of Massachusetts

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

**GREETINGS:**

In the name of the Commonwealth of Massachusetts you are hereby required to notify and warn the inhabitants of the Town of Wellfleet qualified to vote in Town Affairs, to meet in the WELLFLEET ELEMENTARY SCHOOL, 100 LAWRENCE ROAD in Wellfleet on the 26<sup>th</sup> day of June 2021, at ten o'clock in the morning, then and there to vote upon the following Articles:

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<u>Article #</u>	<u>Page #</u>	<u>Description</u>
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#TODO TOC

SECTION I: BUDGET ARTICLES

**ARTICLE 1: FY 2022 Operating Budget.** To see if the Town will vote to raise and appropriate and/or transfer from available funds such sums of money necessary to fund the Fiscal Year 2022 Town Operating Budget (Appendix A) and fix the salaries and compensation of all elected officers (Appendix E) of the Town for Fiscal Year 2022 or do or act anything thereon.

*Majority Vote Required*

**Selectboard:**

**Finance Committee:**

**SUMMARY:** This Article requests approval of the Fiscal Year 2022 Operating Budget (See Appendix A) This Article also sets the salaries of elected officials (appendix E) as per the budget and approves the budgets of the two regional school districts.

**ARTICLE 2: FY 2021 Budget Transfers.** To see if the Town will vote to transfer from available funds and/or authorize the transfer from various line items within FY 2021 appropriations such sums of money necessary to supplement the operating of the various Town Departments; or to do or act anything thereon.

*(Requested by the Selectboard)*

*Majority Vote Required*

**Selectboard:**

**Finance Committee:**

**\*Insert spreadsheet of requests to date, if any, Appendix here**

**SUMMARY:** This article requests transfers and additional funding for the FY 2021 operating budget ending June 30, 2021. Additional requests may be added at Town Meeting.

**ARTICLE 3: FY 2022 Capital Budget.** To see if the Town will vote to raise and appropriate and/or transfer from available funds such sums of money necessary to fund the Fiscal Year 2022 Town Capital Budget (Appendix B), or to do or act anything thereon.

*(Requested by the Selectboard)*

**Selectboard:**

**Finance Committee:**

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**Commented [HT1]:** Include as part of Article 3

SECTION II: ADDITIONAL FINANCIAL ARTICLES

**Article 3B: Replace two Police Cruisers.** To see if the Town will vote to raise and appropriate, transfer from available funds or borrow to the sum of \$100,000 for the purchase of two replacement cruisers for the Police Department, and costs related thereto. And that to meet this appropriation the Town Treasurer, with the approval of the Selectboard, be and hereby is authorized to borrow said amount under and pursuant to M.G.L. c. 44, §7, or pursuant to any other enabling authority, and to issue bonds or notes of the Town therefor; provided, however that no sums shall be borrowed or expended hereunder unless and until the Town shall have voted to exclude the amounts necessary to pay debt service on any bonds or notes issued pursuant to this vote from the limits of M.G.L. c. 59, §21C (Proposition 2½). Any premium received upon the sale of any bonds or notes approved by this vote, less any such premium applied to the payment of the costs of issuance of such bonds or notes, may be applied to the payment of costs approved by this vote in accordance with M.G.L. c. 44, §20, thereby reducing the amount authorized to be borrowed to pay such costs by a like amount. Or to take any other action in relation thereto.

**Selectboard: Recommends 5-0**

**Finance Committee:**

**SUMMARY:** This article funds the replacement of two police cruisers in poor condition. Both are becoming significantly more expensive to maintain and frequently are out of service compromising the department’s emergency response capabilities.

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

**Commented [HT2]:** Also made to all borrowing articles.

**Article 3C: Replace Fire & Rescue Command Car 81.** To see if the Town will vote to raise and appropriate, transfer from available funds or borrow to the sum of \$58,000 to replace the Fire and Rescue Command Car 81, and costs related thereto. And that to meet this appropriation the Town Treasurer, with the approval of the Selectboard, be and hereby is authorized to borrow said amount under and pursuant to M.G.L. c. 44, §7, or pursuant to any other enabling authority, and to issue bonds or notes of the Town therefor; provided, however that no sums shall be borrowed or expended hereunder unless and until the Town shall have voted to exclude the amounts necessary to pay debt service on any bonds or notes issued pursuant to this vote from the limits of M.G.L. c. 59, §21C (Proposition 2½). Any premium received upon the sale of any bonds or notes approved by this vote, less any such premium applied to the payment of the costs of issuance of such bonds or notes, may be applied to the payment of costs approved by this vote in accordance with M.G.L. c. 44, §20, thereby reducing the amount authorized to be borrowed to pay such costs by a like amount. Or to take any other action in relation thereto.

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**Selectboard: Recommends 5-0**

**Finance Committee:**

**SUMMARY:** This article requests authorization to replace the Fire & Rescue Command Car 81. Command Car 81 is a 2013 Tahoe with significant rust and corrosion of its undercarriage.

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

**Article 3D: Public Works-Replace Guard Shack and Build Canopy Extension at Transfer Station.** To see if the town will raise and appropriate, transfer from available funds or borrow \$55,000 to replace the Guard Shack and extend the canopy at the Transfer Station, and costs related thereto. And that to meet this appropriation the Town Treasurer, with the approval of the Selectboard, be and hereby is authorized to borrow said amount under and pursuant to M.G.L. c. 44, §7, or pursuant to any other enabling authority, and to issue bonds or notes of the Town therefor; provided, however that no sums shall be borrowed or expended hereunder unless and until the Town shall have voted to exclude the amounts necessary to pay debt service on any bonds or notes issued pursuant to this vote from the limits of M.G.L. c. 59, §21C (Proposition 2½). Any premium received upon the sale of any bonds or notes approved by this vote, less any such premium applied to the payment of the costs of issuance of such bonds or notes, may be applied to the payment of costs approved by this vote in accordance with M.G.L. c. 44, §20, thereby reducing the amount authorized to be borrowed to pay such costs by a like amount. Or to take any other action in relation thereto.

**Selectboard: Recommends 5-0**

**Finance Committee:**

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

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



**Article 3E: Portable Radio Replacements (12 Mobile / 32 Portable).** To see if the Town will vote to raise and appropriate, transfer from available funds or borrow \$85,000 for the purchase of portable radio replacements for the Fire Department, and costs related thereto. And that to meet this appropriation the Town Treasurer, with the approval of the Selectboard, be and hereby is authorized to borrow said amount under and pursuant to M.G.L. c. 44, §7, or pursuant to any other enabling authority, and to issue bonds or notes of the Town therefor; provided, however that no sums shall be borrowed or expended hereunder unless and until the Town shall have voted to exclude the amounts necessary to pay debt service on any bonds or notes issued pursuant to this vote from the limits of M.G.L. c. 59, §21C (Proposition 2½). Any premium received upon the sale of any bonds or notes approved by this vote, less any such premium applied to the payment of the costs of issuance of such bonds or notes, may be applied to the payment of costs approved by this vote in accordance with M.G.L. c. 44, §20, thereby reducing the amount authorized to be borrowed to pay such costs by a like amount. Or to take any other action in relation thereto.

*2/3 Majority Vote Required*

**Selectboard: Recommends 4-0**

**Finance Committee:**

**SUMMARY:** This article requests authorization to purchase portable radio replacements for the Fire Department.

**Effect on Property Taxes:** If a debt exclusion is approved at the Town election these funds will be borrowed. The cost of \$85,000 would be borrowed over five years and would add \$0.008 to the tax rate in the first year and would cost the owner of a median priced (\$545,200) single-family home \$4.76.

**Article 3F: Emergency Response Vessel Replacement.** To see if the Town will vote to raise and appropriate, transfer from available funds or borrow the sum of \$290,000 for the purchase of an emergency response vehicle for the Marina Department, and costs related thereto. And that to meet this appropriation the Town Treasurer, with the approval of the Selectboard, be and hereby is authorized to borrow said amount under and pursuant to M.G.L. c. 44, §7, or pursuant to any other enabling authority, and to issue bonds or notes of the Town therefor; provided, however that no sums shall be borrowed or expended hereunder unless and until the Town shall have voted to exclude the amounts necessary to pay debt service on any bonds or notes issued pursuant to this vote from the limits of M.G.L. c. 59, §21C (Proposition 2½). Any premium received upon the sale of any bonds or notes approved by this vote, less any such premium applied to the payment of the costs of issuance of such bonds or notes, may be applied to the payment of costs approved by this vote in accordance with M.G.L. c. 44, §20, thereby reducing the amount authorized to be borrowed to pay such costs by a like amount. Or to take any other action in relation thereto.

*2/3 Majority Vote Required*

**Selectboard: Recommends 5-0**

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**Finance Committee:  
Marina Advisory Committee:**

**SUMMARY:** This article requests authorization to purchase a replacement emergency response vehicle for the Marina Department.

**Effect on Property Taxes:** If a debt exclusion is approved at the Town election these funds will be borrowed. The cost of \$250,000 would be borrowed over five years and would add \$0.022 to the tax rate in the first year and would cost the owner of a median priced (\$545,200) single-family home \$12.07.

**Article 3G: All-Terrain Forklift.** To see if the Town will vote to raise and appropriate, transfer from available funds or borrow the sum of \$60,000 for the purchase of an all-terrain forklift for the Marina Department, and costs related thereto. And that to meet this appropriation the Town Treasurer, with the approval of the Selectboard, be and hereby is authorized to borrow said amount under and pursuant to M.G.L. c. 44, §7, or pursuant to any other enabling authority, and to issue bonds or notes of the Town therefor; provided, however that no sums shall be borrowed or expended hereunder unless and until the Town shall have voted to exclude the amounts necessary to pay debt service on any bonds or notes issued pursuant to this vote from the limits of M.G.L. c. 59, §21C (Proposition 2½). Any premium received upon the sale of any bonds or notes approved by this vote, less any such premium applied to the payment of the costs of issuance of such bonds or notes, may be applied to the payment of costs approved by this vote in accordance with M.G.L. c. 44, §20, thereby reducing the amount authorized to be borrowed to pay such costs by a like amount. Or to take any other action in relation thereto.

***2/3 Majority Vote Required***

**Selectboard: Recommends 5-0**

**Finance Committee:**

**SUMMARY:** This article requests authorization to purchase an all-terrain forklift for the Marina Department.

**Effect on Property Taxes:** If a debt exclusion is approved at the Town election these funds will be borrowed. The cost of \$60,000 would be borrowed over five years and would add \$0.006 to the tax rate in the first year and would cost the owner of a median priced (\$545,200) single-family home \$3.55.

**Article 3I: Replacement ¾ ton Pick-up Truck & Plow.** To see if the Town will vote to raise and appropriate, transfer from available funds or borrow the sum of \$60,000 for the purchase of a replacement ¾ ton pick-up truck and plow for the Department of Public Works, and costs related

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thereto. And that to meet this appropriation the Town Treasurer, with the approval of the Selectboard, be and hereby is authorized to borrow said amount under and pursuant to M.G.L. c. 44, §7, or pursuant to any other enabling authority, and to issue bonds or notes of the Town therefor; provided, however that no sums shall be borrowed or expended hereunder unless and until the Town shall have voted to exclude the amounts necessary to pay debt service on any bonds or notes issued pursuant to this vote from the limits of M.G.L. c. 59, §21C (Proposition 2½). Any premium received upon the sale of any bonds or notes approved by this vote, less any such premium applied to the payment of the costs of issuance of such bonds or notes, may be applied to the payment of costs approved by this vote in accordance with M.G.L. c. 44, §20, thereby reducing the amount authorized to be borrowed to pay such costs by a like amount. Or to take any other action in relation thereto.

***2/3 Majority Vote Required***

**Selectboard:** Recommends 4-0

**Finance Committee:**

**SUMMARY:** This article requests authorization to purchase a replacement for a 2003 ¾ ton pick-up truck and plow package for the Department of Public Works.

**Effect on Property Taxes:** If adebt exclusion is approved at the Town election these funds will be borrowed. The cost of \$60,000 would be borrowed over five years and would add \$0.006 to the tax rate in the first year and would cost the owner of a median priced (\$545,200) single-family home \$3.55.

**Article 3J: Transfer Station Roll-Off Truck Replacement.** To see if the Town will vote to raise and appropriate, transfer from available funds or borrow the sum borrow the sum of \$240,000 for the purchase of a replacement transfer station roll-off truck for the Department of Public Works, and costs related thereto. And that to meet this appropriation the Town Treasurer, with the approval of the Selectboard, be and hereby is authorized to borrow said amount under and pursuant to M.G.L. c. 44, §7, or pursuant to any other enabling authority, and to issue bonds or notes of the Town therefor; provided, however that no sums shall be borrowed or expended hereunder unless and until the Town shall have voted to exclude the amounts necessary to pay debt service on any bonds or notes issued pursuant to this vote from the limits of M.G.L. c. 59, §21C (Proposition 2½). Any premium received upon the sale of any bonds or notes approved by this vote, less any such premium applied to the payment of the costs of issuance of such bonds or notes, may be applied to the payment of costs approved by this vote in accordance with M.G.L. c. 44, §20, thereby reducing the amount authorized to be borrowed to pay such costs by a like amount. Or to take any other action in relation thereto.

***2/3 Majority Vote Required***

**Selectboard:** Recommends 4-0

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**Finance Committee:**

**SUMMARY:** This article requests authorization to purchase a replacement transfer station roll-off truck for the Department of Public Works.

**Effect on Property Taxes:** If a debt exclusion is approved at the Town election these funds will be borrowed. The cost of \$240,000 would be borrowed over five years and would add \$0.022 to the tax rate in the first year and would cost the owner of a median priced (\$545,200) single-family home \$12.02.

**Article 3K: Public Works-Replace Guard Shack and Build Canopy Extension at Transfer Station.** To see if the Town will vote to raise and appropriate, transfer from available funds or borrow the sum borrow the sum borrow the sum of \$55,000 for the purchase of a replacement transfer station guard shack and new canopy extension for the Department of Public Works, and costs related thereto. And that to meet this appropriation the Town Treasurer, with the approval of the Selectboard, be and hereby is authorized to borrow said amount under and pursuant to M.G.L. c. 44, § 7, or pursuant to any other enabling authority, and to issue bonds or notes of the Town therefor; provided, however that no sums shall be borrowed or expended hereunder unless and until the Town shall have voted to exclude the amounts necessary to pay debt service on any bonds or notes issued pursuant to this vote from the limits of M.G.L. c. 59, §21C (Proposition 2½). Any premium received upon the sale of any bonds or notes approved by this vote, less any such premium applied to the payment of the costs of issuance of such bonds or notes, may be applied to the payment of costs approved by this vote in accordance with M.G.L. c. 44, §20, thereby reducing the amount authorized to be borrowed to pay such costs by a like amount. Or to take any other action in relation thereto.

**Selectboard: Recommends 5-0**

**Finance Committee:**

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

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

**Commented [HST3]:** Duplicates Article 3D, remove.

**Article 3L: Public Works Substation Roof Replacement, old S. Wellfleet Fire Station.** To see if the Town will vote to raise and appropriate, transfer from available funds or borrow to the sum of \$15,000 for the purchase of a replacement substation roof for the Department of Public Works, and costs related thereto. And that to meet this appropriation the Town Treasurer, with the approval

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of the Selectboard, be and hereby is authorized to borrow said amount under and pursuant to M.G.L. c. 44, §7, or pursuant to any other enabling authority, and to issue bonds or notes of the Town therefor; provided, however that no sums shall be borrowed or expended hereunder unless and until the Town shall have voted to exclude the amounts necessary to pay debt service on any bonds or notes issued pursuant to this vote from the limits of M.G.L. c. 59, §21C (Proposition 2½). Any premium received upon the sale of any bonds or notes approved by this vote, less any such premium applied to the payment of the costs of issuance of such bonds or notes, may be applied to the payment of costs approved by this vote in accordance with M.G.L. c. 44, §20, thereby reducing the amount authorized to be borrowed to pay such costs by a like amount. Or to take any other action in relation thereto.

***2/3 Majority Vote Required***

**Selectboard: Recommends 5-0**

**Finance Committee:**

**SUMMARY:** This article requests authorization to purchase of a replacement substation otherwise known as the old South Wellfleet Fire Station roof for the Department of Public Works.

***Effect on Property Taxes:*** If approved at the Town election these funds will be borrowed. The cost of \$15,000 would be borrowed over five years and would add \$ to the tax rate in the first year and would cost the owner of a median priced (\$545,200) single-family home \$.

**Article 3M: Keller’s Corner Revetment.** To see if the Town will vote to raise and appropriate, transfer from available funds or borrow the sum of \$50,000 for the purchase of engineering services of a revetment at Keller’s Corner for the Department of Public Works, and costs related there to meet this appropriation, the Town Treasurer, with the approval of the Selectboard, be and hereby is authorized to borrow said amount under and pursuant to M.G.L. c. 44, §7, or pursuant to any other enabling authority, and to issue bonds or notes of the Town therefor; provided, however that no sums shall be borrowed or expended hereunder unless and until the Town shall have voted to exclude the amounts necessary to pay debt service on any bonds or notes issued pursuant to this vote from the limits of M.G.L. c. 59, §21C (Proposition 2½). Any premium received upon the sale of any bonds or notes approved by this vote, less any such premium applied to the payment of the costs of issuance of such bonds or notes, may be applied to the payment of costs approved by this vote in accordance with M.G.L. c. 44, §20, thereby reducing the amount authorized to be borrowed to pay such costs by a like amount. Or to take any other action in relation thereto.

***2/3 Majority Vote Required***

**Selectboard: Recommends 3-0-1**

**Finance Committee:**

**Conservation Commission:**

**Natural Resources Advisory Board (NRAB):**

**SUMMARY:** This article requests authorization for the engineering of a revetment for Keller's Corner for the Department of Public Works.

**Effect on Property Taxes:** If a debt exclusion is approved at the Town election these funds will be borrowed. The cost of \$50,000 would be borrowed over five years and would add \$0.004 to the tax rate in the first year and would cost the owner of a median priced (\$545,200) single-family home \$2.41.

**Article 3N: Mayo Creek Revetment & Engineering.** To see if the Town will vote to raise and appropriate, transfer from available funds or borrow the sum of \$50,000 for the purchase of engineering services of a revetment for Mayo Creek for the Department of Public Works, and costs related thereto. And that to meet this appropriation the Town Treasurer, with the approval of the Selectboard, be and hereby is authorized to borrow said amount under and pursuant to M.G.L. c. 44, §7, or pursuant to any other enabling authority, and to issue bonds or notes of the Town therefor; provided, however that no sums shall be borrowed or expended hereunder unless and until the Town shall have voted to exclude the amounts necessary to pay debt service on any bonds or notes issued pursuant to this vote from the limits of M.G.L. c. 59, §21C (Proposition 2½). Any premium received upon the sale of any bonds or notes approved by this vote, less any such premium applied to the payment of the costs of issuance of such bonds or notes, may be applied to the payment of costs approved by this vote in accordance with M.G.L. c. 44, §20, thereby reducing the amount authorized to be borrowed to pay such costs by a like amount. Or to take any other action in relation thereto.

*2/3 Majority Vote Required*

**Selectboard: Recommends 5-0**

**Finance Committee:**

**SUMMARY:** This article requests authorization to purchase engineering services for replacing the revetment at Mayo Creek.

**Effect on Property Taxes:** If a debt exclusion is approved at the Town election these funds will be borrowed. The cost of \$50,000 would be borrowed over five years and would add \$0.004 to the tax rate in the first year and would cost the owner of a median priced (\$545,200) single-family home \$2.41.

**Article 3O: Repair and Resurface Mayo Beach Basketball Court.** To see if the Town will vote raise and appropriate, transfer from available funds or borrow the sum of \$12,750 to repair and resurface the Mayo Beach Basketball Court, and costs related thereto. And that to meet this

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appropriation the Town Treasurer, with the approval of the Selectboard, be and hereby is authorized to borrow said amount under and pursuant to M.G.L. c. 44, §7, or pursuant to any other enabling authority, and to issue bonds or notes of the Town therefor; provided, however that no sums shall be borrowed or expended hereunder unless and until the Town shall have voted to exclude the amounts necessary to pay debt service on any bonds or notes issued pursuant to this vote from the limits of M.G.L. c. 59, §21C (Proposition 2½). Any premium received upon the sale of any bonds or notes approved by this vote, less any such premium applied to the payment of the costs of issuance of such bonds or notes, may be applied to the payment of costs approved by this vote in accordance with M.G.L. c. 44, §20, thereby reducing the amount authorized to be borrowed to pay such costs by a like amount. Or to take any other action in relation thereto.

***2/3 Majority Vote Required***

**Selectboard: Recommends 3-0-1**

**Finance Committee:  
Recreation Committee:**

**SUMMARY:** This article requests authorization to fund repair and resurfacing the Mayo Beach Basketball Court.

***Effect on Property Taxes:*** If a debt exclusion is approved at the Town election these funds will be borrowed. The cost of \$12,750 would be borrowed over five years and would add \$XX to the tax rate in the first year and would cost the owner of a median priced (\$545,200) single-family home SXX.

**Article 3P: Replacement of Baseball Backstops at Baker’s Field.** To see if the Town will raise and appropriate, transfer from available funds or borrow the sum of \$35,000 to replace the backstops at Baker’s Field, and costs related thereto. And that to meet this appropriation the Town Treasurer, with the approval of the Selectboard, be and hereby is authorized to borrow said amount under and pursuant to M.G.L. c. 44, §7, or pursuant to any other enabling authority, and to issue bonds or notes of the Town therefor; provided, however that no sums shall be borrowed or expended hereunder unless and until the Town shall have voted to exclude the amounts necessary to pay debt service on any bonds or notes issued pursuant to this vote from the limits of M.G.L. c. 59, §21C (Proposition 2½). Any premium received upon the sale of any bonds or notes approved by this vote, less any such premium applied to the payment of the costs of issuance of such bonds or notes, may be applied to the payment of costs approved by this vote in accordance with M.G.L. c. 44, §20, thereby reducing the amount authorized to be borrowed to pay such costs by a like amount. Or to take any other action in relation thereto.

***2/3 Majority Vote Required***

**Selectboard: Recommends 5-0**

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**Finance Committee:  
Recreation Committee:**

**SUMMARY:** This article requests authorization to fund the replace of the backstops at Baker's Field which are in disrepair.

**Effect on Property Taxes:** If a debt exclusion is approved at the Town election these funds will be borrowed. The cost of \$35,000 would be borrowed over five years and would add \$XX to the tax rate in the first year and would cost the owner of a median priced (\$545,200) single-family home \$XX.

**Article 3Q: Replace Marina Bandstand Awning.** To see if the Town will vote to raise and appropriate, transfer from available funds or borrow to the sum of \$25,175 to replace the bandstand awning, and costs related thereto. And that to meet this appropriation the Town Treasurer, with the approval of the Selectboard, be and hereby is authorized to borrow said amount under and pursuant to M.G.L. c. 44, §7, or pursuant to any other enabling authority, and to issue bonds or notes of the Town therefor; provided, however that no sums shall be borrowed or expended hereunder unless and until the Town shall have voted to exclude the amounts necessary to pay debt service on any bonds or notes issued pursuant to this vote from the limits of M.G.L. c. 59, §21C (Proposition 2½). Any premium received upon the sale of any bonds or notes approved by this vote, less any such premium applied to the payment of the costs of issuance of such bonds or notes, may be applied to the payment of costs approved by this vote in accordance with M.G.L. c. 44, §20, thereby reducing the amount authorized to be borrowed to pay such costs by a like amount. Or to take any other action in relation thereto.

***2/3 Majority Vote Required***

**Selectboard: Recommends 5-0**

**Finance Committee:**

**SUMMARY:** This article requests authorization to fund the replacement of the bandstand awning.

**Effect on Property Taxes:** If a debt exclusion is approved at the Town election these funds will be borrowed. The cost of \$25,750 would be borrowed over five years and would add \$XX to the tax rate in the first year and would cost the owner of a median priced (\$545,200) single-family home \$XX.

**3R: Financial System Replacement.** To see if the Town will vote to raise and appropriate, transfer from available funds or borrow the sum of \$100,000 for the purchase of a financial systems replacement including both hardware and software for the General Administration Department, and costs related thereto. And that to meet this appropriation the Town Treasurer, with the approval of the Selectboard, be and hereby is authorized to borrow said amount under



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and pursuant to M.G.L. c. 44, §7, or pursuant to any other enabling authority, and to issue bonds or notes of the Town therefor; provided, however that no sums shall be borrowed or expended hereunder unless and until the Town shall have voted to exclude the amounts necessary to pay debt service on any bonds or notes issued pursuant to this vote from the limits of M.G.L. c. 59, §21C (Proposition 2½). Any premium received upon the sale of any bonds or notes approved by this vote, less any such premium applied to the payment of the costs of issuance of such bonds or notes, may be applied to the payment of costs approved by this vote in accordance with M.G.L. c. 44, §20, thereby reducing the amount authorized to be borrowed to pay such costs by a like amount. Or to take any other action in relation thereto.

***2/3 Majority Vote Required***

**Selectboard:**

**Finance Committee:**

**SUMMARY:** This article requests authorization to purchase a financial systems replacement including both hardware and software for the General Administration Department.

**Effect on Property Taxes:** If a debt exclusion is approved at the Town election these funds will be borrowed. The cost of \$100,000 would be borrowed over ten years and would add \$XX to the tax rate in the first year and would cost the owner of a median priced (\$545,200) single-family home \$XX

**Article S: Shelving – Only borrow for 2 years (Should be operating or capital outlay override)** To see if the Town will vote to raise and appropriate, transfer from available funds or borrow the sum of \$11,000 for the purchase of shelving for the Town Clerk Department, and costs related thereto. And that to meet this appropriation the Town Treasurer, with the approval of the Selectboard, be and hereby is authorized to borrow said amount under and pursuant to M.G.L. c. 44, §7, or pursuant to any other enabling authority, and to issue bonds or notes of the Town therefor; provided, however that no sums shall be borrowed or expended hereunder unless and until the Town shall have voted to exclude the amounts necessary to pay debt service on any bonds or notes issued pursuant to this vote from the limits of M.G.L. c. 59, §21C (Proposition 2½). Any premium received upon the sale of any bonds or notes approved by this vote, less any such premium applied to the payment of the costs of issuance of such bonds or notes, may be applied to the payment of costs approved by this vote in accordance with M.G.L. c. 44, §20, thereby reducing the amount authorized to be borrowed to pay such costs by a like amount. Or to take any other action in relation thereto.

**Commented [HT4]:** Should this be paid for from available funds rather than borrowed? If so move to Appendix B and delete article.

***2/3 Majority Vote Required***

**Selectboard:**

**Finance Committee:**

**DRAFT Warrant revised 05-06-2021 5:30 PM**

**SUMMARY:** This article requests authorization to purchase shelving for the Town Clerk.

**Effect on Property Taxes:** If a debt exclusion is approved at the Town election these funds will be borrowed. The cost of \$11,000 would be borrowed over two years and would add \$0.002 to the tax rate in the first year and would cost the owner of a median priced (\$545,200) single-family home \$1.36.

**Article 3T: Microfilm Town Records.** - Only borrow for 1 year (Should be operating or capital outlay override) To see if the Town will vote to raise and appropriate, transfer from available funds or borrow the sum of \$5,750 for the purchase of microfilming Town records for the Town Clerk Department, and costs related thereto. And that to meet this appropriation the Town Treasurer, with the approval of the Selectboard, be and hereby is authorized to borrow said amount under and pursuant to M.G.L. c. 44, §7, or pursuant to any other enabling authority, and to issue bonds or notes of the Town therefor; provided, however that no sums shall be borrowed or expended hereunder unless and until the Town shall have voted to exclude the amounts necessary to pay debt service on any bonds or notes issued pursuant to this vote from the limits of M.G.L. c. 59, §21C (Proposition 2½). Any premium received upon the sale of any bonds or notes approved by this vote, less any such premium applied to the payment of the costs of issuance of such bonds or notes, may be applied to the payment of costs approved by this vote in accordance with M.G.L. c. 44, §20, thereby reducing the amount authorized to be borrowed to pay such costs by a like amount. Or to take any other action in relation thereto.

**Commented [HT5]:** Should this be paid for from available funds rather than borrowed? If so move to Appendix B and delete article.

***2/3 Majority Vote Required***

**Selectboard:**

**Finance Committee:**

**SUMMARY:** This article requests authorization to pay for microfilming Town records for the Town Clerk.

**Effect on Property Taxes:** If a debt exclusion is approved at the Town election, these funds will be borrowed. The cost of \$5,750 would be borrowed over one year and would add \$0.002 to the tax rate in the first year and would cost the owner of a median priced (\$545,200) single-family home \$1.29.

**ARTICLE 3U: Amend Rate of Local Excise Tax on Short Term Rentals.** To see if the Town will vote to amend the applicable local excise tax rate imposed on occupancy pursuant to M.G.L. c. 64G, §3A to six (6.00%) percent, effective on January 1, 2022, or take any other action in relation thereto.

***Majority vote required.***

**Selectboard:**

**Finance Committee:**

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**SUMMARY:** This article proposes raising the tax on short term rentals and room occupancy taxes from the current rate of 4% to 6% effective this January 1<sup>st</sup>.

**ARTICLE 4: FY 2022 Marina Enterprise Budget.** To see if the Town will vote to raise and appropriate and/or transfer from available funds such sums of money necessary to fund the Fiscal Year 2022 Marina Enterprise Fund Budget (Appendix C) or do or act anything thereon.

*Majority vote required.*

(Requested by the Selectboard)

**Selectboard: Recommends 5-0.**

**Finance Committee:**

**Marina Advisory Committee:**

**SUMMARY:** This Article requests approval of the Fiscal Year 2022 Marina Services Enterprise Fund Budget. (See Appendix C)

**ARTICLE 5: FY 2022 Water Enterprise Budget.** To see if the Town will vote to raise and appropriate and/or transfer from available funds such sums of money necessary to fund the Fiscal Year 2022 Water Enterprise Fund Budget (Appendix D) or do or act anything thereon.

*Majority vote required.*

(Requested by the Selectboard)

**Selectboard:**

**Finance Committee:**

**Water Commissioners:**

**SUMMARY:** This Article requests approval of the FY2022 Water Enterprise Fund Budget. (See Appendix D)

**ARTICLE 6: Prior Year Invoices.** To see what sum the Town will vote to raise and appropriate or transfer from available funds for the purpose of paying prior year unpaid bills; or to take any other action relative thereto.

*4/5 Vote Required*

**Selectboard:**

**Finance Committee:**

**ARTICLE 7: Wellfleet Police Officers Union Contract.** To see if the Town will vote to raise and appropriate funds in an amount of money sufficient to fund a one-year extension on the collective bargaining agreement between the Town of Wellfleet and the Wellfleet Police Officers Union beginning July 1, 2021; or to do or act anything thereon.

*Majority Vote Required*

**Selectboard:**  
**Finance Committee:**

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

**ARTICLE 8: Non-Union and Other Personnel Salaries & Compensation.** To see if the Town will vote to raise and appropriate and/or transfer from available funds such sums of money sufficient to fund wage and salary adjustments for non-union and other personnel beginning July 1, 2021 or do or act anything thereon.

*Majority vote required.*

**Selectboard: Recommends 4-0**

**Finance Committee: Reserves recommendation until Town Meeting.**

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

**ARTICLE 9: Additional Fire Department Positions.** To see if the Town will vote to raise and appropriate and/or transfer from any available source of funds \$168,080, or any other sum for the purpose of funding two new Firefighter/EMT/Paramedic positions; provided, however that no sums shall be expended hereunder unless and until the Town have voted to assess an additional \$168,000 in real estate and personal property taxes pursuant to the provisions of Chapter 59, Section 21C of the Massachusetts General Laws (Proposition 2 ½), or do or act anything thereon.

*Majority vote required*

(Requested by the Selectboard  
and the Fire Chief)

**Selectboard: Recommends 5-0**

**Finance Committee: Recommends 9-0**

**SUMMARY:** This article would fund the cost of adding two additional Firefighter/EMT/Paramedics. Funding, if approved would be through a Proposition 2 ½ override. Costs for each position include starting salary of each position (\$62,240), uniforms and protective clothing (\$2,000), holiday and call back costs (\$7,000) and an estimate of benefits and training costs (\$12,800). The total payroll, with estimated benefits and training costs of one position is \$84,040.

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**Effect on Property Taxes:** If a Proposition 2 ½ override is approved at the the Town election the cost of \$168,080 would add s.s cents to the tax rate and would cost the owner of a median priced (\$xxx,xxx) single-family home \$ss.ss.

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

**Majority vote required**

**Selectboard: Recommends 5-0**

**Finance Committee:**

**SUMMARY:** This article would fund a paramedic training program for the Wellfleet Fire and Rescue Department with the intent to improve recruiting and retention for the Department. Paramedics who leave the department within two (2) full years of employment would be required to reimburse the Town for the full cost. Paramedics who left the department in their third (3 rd) year would be required to reimburse 2/3 of the cost and those who left in their fourth (4 th) year would be required to reimburse the Town for 1/3 of the costs.

**Article 11: Funding Additional Police Officer:** To see if the town will vote to raise and appropriate and/or transfer from available funds the sum of \$58,369 or any other sum, for the purpose of creating and funding an additional police officer.

**Commented [HT6]:** Will this be a transfer within the PD budget or is this an override item?

**Majority Vote Require**

**Selectboard Recommends: 5-0**

**Finance Committee:**

**Summary:** This article would fund a full-time academy-trained police officer. The upcoming phasing out of the Massachusetts Reserve Program, this could result in the loss of 6-8 reserve officer positions within the department.

**ARTICLE 12: Wastewater Mitigation/ Commercial Street Permeable Reactive Barrier.** To see if the Town will vote to raise and appropriate, transfer from available funds or borrow a sum of money, not to exceed \$450,000 to install a pilot bulkhead Permeable Reactive Barrier (PRB) at 117 & 111 East Commercial Street, Assessor's Map 15 Parcels 106 & 107, for the payment of all other costs incidental and related thereto, and that to meet this appropriation the Town Treasurer, with the approval of the Selectboard be and hereby is authorized to borrow said amount under and pursuant to Chapter 44, Section 8 of the General Laws, or pursuant to any other enabling authority including the Massachusetts Water Pollution Abatement Trust, and to

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issue bonds or notes of the Town therefore; provided, however that no sums shall be borrowed or expended hereunder unless and until the Town shall have voted to exclude the amounts necessary to pay debt service on any bonds or notes issued pursuant to this vote from the limits of Chapter 59, Section 21C of the Massachusetts General Laws (Proposition 2 ½) or take any other action in relation thereto.

**Selectboard:**

**Finance Committee:**

**Conservation Commission:**

**Comprehensive Wastewater Management Planning Committee:**

**Summary:** Duck Creek is one of the most significantly impaired embayment in Wellfleet. As such, it is challenging to meet the nitrogen reduction targets required for this water body. A permeable reactive barrier is a barrier that intercepts groundwater and removes most of the nitrogen in it. Several other Cape Cod towns are using PRBs as a means to address nitrogen loading in their water bodies. This pilot project will collect data on how they perform in Wellfleet. The installation will include a bulkhead to protect the parking lots at this location making it possible to remove the rubble and the pile of pavement currently being used. \$100,000 of this appropriation will be for a hydrogeologic investigation of the flow of water and groundwater quality. \$350,000 will be used for the design, construction, and monitoring needed to quantify the nitrogen reduction. This authorization would enable to Town to seek grant sources, State Revolving Fund financing, Cape Cod Water Protection Funds, Section 319 Federal grants, Massworks, USDA, EPA, DEP, and other sources of support that cannot be applied for without a Town commitment.

**ARTICLE 13: Water/Wastewater Department & Project Management Personnel.** To see if the Town will vote to raise and appropriate or transfer from available funds \$200,000 or any other sum, to fund a Water/Wastewater Director, a grant writer, ongoing monitoring, testing & compliance, provided, however, that no sums shall be expended hereunder unless and until the Town have voted to assess an additional \$200,000 in real estate and personal property taxes pursuant to the provisions of Chapter 59, Section 21C of the Massachusetts General Laws (Proposition 2 1/2); or to do or act anything thereon.

**Selectboard:**

**Finance Committee:**

**Personnel Board:**

**Board of Health:**

**Comprehensive Wastewater Management Project Planning Committee:**

**Summary:** This asks the Town to fund a Water/Wastewater Director position, a grant writer, and ongoing monitoring, testing, and compliance. This authorization would enable the Town to operate and manage a department that would oversee water, wastewater

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operations and facilities. Having a grant writer on staff will enhance the Town's ability to offset project costs through grant funding.

**ARTICLE 14: Wastewater Shellfish Propagation & Rotating Closures.** To see if the Town will vote to raise and appropriate or transfer from available funds \$80,000 or any other sum, to fund additional Shellfish Propagation and a pilot rotating shellfish closure program, provided, however, that no sums shall be expended hereunder unless and until the Town have voted to assess an additional \$80,000 in real estate and personal property taxes pursuant to the provisions of Chapter 59, Section 21C of the Massachusetts General Laws (Proposition 2 1/2); or to do or act anything thereon.

**Selectboard:**

**Finance Committee:**

**Shellfish Advisory Board:**

**Conservation Commission:**

**Natural Resources Advisory Board:**

**Summary:** This is asking for \$40,000 a year to fund additional cultch and seed and \$40,000 a year for monitoring of three-year no harvest rotating closures zones of shellfish beds within the Town.

**ARTICLE 15: Wastewater Mitigation/ Septic System Upgrade Subsidy.** To see if the Town will vote to raise and appropriate or transfer from available funds a sum of money, not to exceed \$3,750,000 to subsidize the upgrading of pre-existing septic systems to high-performance, enhanced Innovative/Alternative (I/A) Septic Systems, for the payment of all other costs incidental and related thereto, and that to meet this appropriation the Town Treasurer, with the approval of the Selectmen be and hereby is authorized to borrow said amount under and pursuant to Chapter 44, Section 8 of the General Laws, or pursuant to any other enabling authority including the Massachusetts Water Pollution Abatement Trust, and to issue bonds or notes of the Town therefore; provided, however that no sums shall be borrowed or expended hereunder unless and until the Town shall have voted to exclude the amounts necessary to pay debt service on any bonds or notes issued pursuant to this vote from the limits of Chapter 59, Section 21C of the Massachusetts General Laws (Proposition 2 1/2) or take any other action in relation thereto.

**Selectboard:**

**Board of Health:**

**Comprehensive Wastewater Management Planning Committee:**

**Summary:** The Wastewater Planning Committee has proposed new regulations to the Board Health requiring all new septic systems or replacements in the case of failure, ~~and if a property is transferred~~ be upgraded to enhanced I/A systems. Upgrading these systems to high-performance I/A systems will improve the groundwater quality and reduce the nutrient loading in our various watersheds and surface waters, including Wellfleet Harbor. The Board of Health is also ~~planning~~ considering ~~on~~-requiring that all

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remaining cesspools be replaced. The funding asked for is a \$12,500 subsidy to property owners to pay for the additional costs to upgrade to one of these enhanced I/A systems when their pre-existing system is required to be upgraded. This appropriation will reduce the cost to a homeowner for installing an enhanced I/A system to approximately the same net cost as installing a new Title V system. Wellfleet averages 60 septic system replacements per year. This funding ask is for the expected cost to upgrade about 60 systems a year over five years, for a total of 300 systems. Upgrading septic systems will be a critical element in addressing the Town's wastewater needs. This authorization would enable the Town to seek grant sources, State Revolving Fund financing, Cape Cod Water Protection Funds, Section 319 Federal grants, Massworks, USDA, EPA, DEP, and other sources of support that cannot be applied for without a Town commitment.

**ARTICLE 16: Wastewater Mitigation/Septic System Responsible Management Entity (RME).** To see if the Town will vote to raise and appropriate or transfer from available funds \$100,000 or any other sum, to fund an I/A Septic System Responsible Management Entity, as required by the Department of Environmental Protection, (DEP), provided, however, that no sums shall be expended hereunder unless and until the Town has voted to assess an additional \$100,000 in real estate and personal property taxes pursuant to the provisions of Chapter 59, Section 21C of the Massachusetts General Laws (Proposition 2 1/2); or to do or act anything thereon.

**Selectboard:**

**Finance Committee:**

**Board of Health:**

**Comprehensive Wastewater Management Planning Committee:**

**Summary:** A Responsible Management Entity (RME) is required by the DEP to ensure that I/A systems are well maintained and operating correctly and which could function as well for pre-existing, conventional systems. A RME is a public or private entity that will perform monitoring and septic system management that otherwise might be done at the expense of a property owner. The Town could administer this entity's monitoring and administering tasks under the direction of the Health/Conservation Department.

**ARTICLE 17: Wastewater Mitigation/ Salt Marsh Restoration/ Hawes Pond Tidal Gate.** To see if the Town will vote to raise and appropriate or transfer from available funds a sum of money, not to exceed \$150,000 design and installation of tidal control facilities at Hawes Pond for salt marsh restoration, for the payment of all other costs incidental and related thereto, and that to meet this appropriation the Town Treasurer, with the approval of the Selectmen be and hereby is authorized to borrow said amount under and pursuant to Chapter 44, Section 8 of the General Laws, or pursuant to any other enabling authority including the Massachusetts Water Pollution Abatement Trust, and to issue bonds or notes of the Town therefore; provided, however that no sums shall be borrowed or expended hereunder unless and until the Town shall have voted to exclude the amounts necessary to pay debt service on any bonds or notes issued



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pursuant to this vote from the limits of Chapter 59, Section 21C of the Massachusetts General Laws (Proposition 2 ½) or take any other action in relation thereto.

- Selectboard:**
- Finance Committee:**
- Conservation Commission:**
- Natural Resources Advisory Board:**
- Comprehensive Wastewater Management Planning Committee:**

**SUMMARY:** Hawes Pond is a small saltwater pond and is the headwaters for Duck Creek. Up until the last few years, there was an active eel run into the pond. The culvert for this pond is at the intersection of Rt. 6 and Main Street. Mass DOT restricted the culvert to a one-directional flow blocking saltwater from entering the system and is causing degradation of the pond, creek, and surrounding marsh. Saltwater marshes are more effective in reducing the amount of nitrogen in the water that flows through them. The degraded condition of Hawes Pond likely contributes to the issues with nutrient loading found in the Duck Creek Watershed. Restoring two-directional flow will improve the health of Hawes Pond and likely reduce the amount of nitrogen entering Duck Creek. A tidal gate is a self-regulating control element that requires minimal long-term maintenance or monitoring. This authorization would enable to the Town to seek grant sources, State Revolving F financing, Cape Cod Water Protection Funds, Section 319 Federal grants, Massworks, USDA, EPA, DEP, and other sources of support that cannot be applied for without a Town commitment.

**ARTICLE 18: Wastewater Mitigation/Salt Marsh Restoration /Mayo Creek Tidal Gate.** To see if the Town will vote to raise and appropriate or transfer from available funds a sum of money, not to exceed \$150,000 design and installation of tidal control facilities at the Mayo Creek Causeway for Salt Marsh Restoration, for the payment of all other costs incidental and related thereto, and that to meet this appropriation the Town Treasurer, with the approval of the Selectmen be and hereby is authorized to borrow said amount under and pursuant to Chapter 44, Section 8 of the General Laws, or pursuant to any other enabling authority including the Massachusetts Water Pollution Abatement Trust, and to issue bonds or notes of the Town therefore; provided, however that no sums shall be borrowed or expended hereunder unless and until the Town shall have voted to exclude the amounts necessary to pay debt service on any bonds or notes issued pursuant to this vote from the limits of Chapter 59, Section 21C of the Massachusetts General Laws (Proposition 2 ½) or take any other action in relation thereto.

- Selectboard:**
- Conservation Commission:**
- Natural Resources Advisory Board:**
- Shellfish Advisory Board:**

**Comprehensive Wastewater Management Planning Committee:**

**SUMMARY:** Mayo Creek is a 20+ acre degraded, former salt marsh. The causeway between it and the harbor mooring basin is due to be reconstructed. An article for the engineering of the reconstruction appears elsewhere on this Warrant. The Mayo Creek Restoration Committee extensively studied the potential of restoring the salt marsh and issued their final report recommending a partial tidal restoration with a tide gate controlling the amount of saltwater flowing into the system. Restoring function to this salt marsh will reduce the amount of nitrogen entering the harbor from the Creek. Installing a tide gate with an outlet larger than the pre-existing culvert will also allow for faster outflows from the marsh in the case of significant rain events which cause flooding of surrounding properties. Studies have also concluded that allowing for increased tidal flow is likely to reduce the build-up of black custard in the inner mooring basin. This ~~authorization~~ appropriation would enable to the Town to seek grant sources, SRF financing, Cape Cod Water Protection Funds, Section 319 Federal grants, Massworks, USDA, EPA, DEP, and other sources of support that cannot be applied for without a Town commitment.

**ARTICLE 19: Wastewater Mitigation/ 95 Lawrence Rd Cluster Wastewater Treatment Facility.** To see if the Town will vote to raise and appropriate or transfer from available funds a sum of money, not to exceed \$1,931,886 for the purpose of, designing, permitting, and constructing of wastewater facilities in conjunction with an Affordable Housing Project at 95 Lawrence Road, including connecting nearby Town buildings in Phase I, and for the payment of all other costs incidental and related thereto, and that to meet this appropriation the Town Treasurer, with the approval of the Selectmen be and hereby is authorized to borrow said amount under and pursuant to Chapter 44, Section 8 of the General Laws, or pursuant to any other enabling authority including the Massachusetts Water Pollution Abatement Trust, and to issue bonds or notes of the Town therefore; provided, however that no sums shall be borrowed or expended hereunder unless and until the Town shall have voted to exclude the amounts necessary to pay debt service on any bonds or notes issued pursuant to this vote from the limits of Chapter 59, Section 21C of the Massachusetts General Laws (Proposition 2 ½) or take any other action in relation thereto.

- Selectboard**
- Finance Committee:**
- Housing Authority:**
- Board of Health:**
- Natural Resources Advisory Board:**
- Comprehensive Wastewater Planning Management Committee:**

**SUMMARY:** The Town is contractually obligated as part of the 95 Lawrence Rd Housing Project's Request For Proposals to provide part of the costs for advanced

wastewater treatment facilities located at this site. The plan is to install a cluster system servicing both the housing project and the Wellfleet Elementary School, the Police Station, and Fire Station in Phase I. Connecting these town-owned buildings will result in a net improvement of water quality in the neighborhood even after accounting for the housing project. Phase II is planned to connect a number of the surrounding properties to this system which will cost significantly less money than individual septic system upgrades, a centralized sewer system, or any other means evaluated. This project will result in a net reduction of groundwater pollution and nutrient loading in the Duck Creek Watershed. This authorization would enable to Town to seek grant sources, State Revolving Fund financing, Cape Cod Water Protection Funds, Section 319 Federal grants, Massworks, USDA, EPA, DEP, and other sources of support that cannot be applied for without a Town commitment.

**ARTICLE 20: Wastewater Mitigation/95 Lawrence Road Cluster Wastewater Treatment Facility/ Operating and Maintenance Costs.** To see if the Town will vote to raise and appropriate or transfer from available funds \$52,746 or any other sum, to fund the ongoing operating and maintenance costs of the 95, Lawrence Rd Wastewater Treatment Facility, provided, however that no sums shall be expended hereunder unless and until the Town have voted to assess an additional \$52,746 in real estate and personal property taxes pursuant to the provisions of Chapter 59, Section 21C of the Massachusetts General Laws (Proposition 2 1/2); or to do or act anything thereon.

**Selectboard:**

**Finance Committee:**

**Board of Health:**

**Housing Authority:**

**Local Housing Partnership:**

**Natural Resources Advisory Board:**

**Comprehensive Wastewater Management Planning Committee:**

**Summary:** This will fund the expected ongoing costs of the proposed wastewater treatment facility servicing the 95 Lawrence Rd Housing Project and the surrounding Town buildings

**SECTION III: COMMUNITY PRESERVATION ARTICLES**

**ARTICLE 21: Community Preservation – Administrative Expenses, Debt Service, and Allocation of Reserves.** To see if the Town will vote to hear and act on the report of the Community Preservation Committee (CPC) on the Fiscal Year 2022 Community Preservation budget and to appropriate from the Community Preservation Fund estimated annual revenues a sum of \$34,815.75 to meet the administrative expenses and all other necessary and proper

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expenses of the Community Preservation Committee for Fiscal Year 2022; and further to appropriate from Community Preservation Fund estimated revenues a sum of \$30,450.00 for open space debt service; a sum of \$39,181.50 reserve for open space; a sum of \$69,631.50 to reserve to for community housing; and further to reserve for future appropriation a sum of \$69,631.50 for historic resources as recommended by the Community Preservation Committee, as well as a sum of \$452,604.75 to be placed in the 2022 Budgeted Reserve for general Community Preservation Act purposes, or do or act anything thereon.

(Requested by the Community Preservation Committee)

- Board of Selectmen: Recommends 5-0**
- Finance Committee:**
- Community Preservation Committee: Recommends 7-0**

**SUMMARY:** This is an annual CPC housekeeping article. Out of a total projected revenue figure of \$696,315.00 for Fiscal Year 2022, \$34,815.75 is the 5% of estimated for administrative expenses, as provided by the Community Preservation Act. Open Space's 10% is allocated as the funding source for Land Bank debt service in the capital budget. There is a remainder of \$39,181.50 to be placed in an Open Space Reserve after debt service has been met. This is the last year that Community Preservation funds are needed for Open Space debt service. Community Housing's 10%, and Historic Resources' 10% are reserved respectively for housing and historic preservation purposes. The balance of \$452,604.75 is reserved for approved CPA projects in any category including Recreation.

**ARTICLE 22: Community Preservation – Affordable Housing Trust \$500,000.** To see if the Town will vote, pursuant to MGL c.44B, to appropriate \$54,632.00 from the Community Preservation Fund budgeted housing reserve and \$445,368.00 from projected Fiscal Year 2022 revenues for a total of \$500,000.00 to contribute to the cost of, and thereby support, for building the financial capacity of Affordable Housing Trust, or do or act anything thereon.

(Requested by the Community Preservation Committee)

- Board of Selectmen: Recommends 5-0**
- Finance Committee:**
- Community Preservation Committee: Recommends 7-0**
- Housing Authority:**
- Local Housing Partnership:**

**SUMMARY:** The Community Preservation Act allows communities to allocate funds to the Affordable Housing Trust. This offers the Affordable Housing Committee a way to respond in a timely manner to appropriate market opportunities for land acquisition, building purchase, essential maintenance needs and other allowed activities.

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**ARTICLE 23: Community Preservation – Veterans Home \$15,000.** To see if the Town will vote, pursuant to MGL c.44B, to appropriate from the Community Preservation Fund Fiscal Year 2022 housing reserve, the sum of \$15,00.00 to contribute to the cost of the Veterans Home in Dennis, offering supportive housing to homeless veterans from the Cape and Islands Veterans Outreach Center and to authorize the Selectboard to enter into a grant agreement to set forth the terms and conditions thereof, or do or act anything thereon.

(Requested by the Community Preservation Committee)

- Board of Selectmen:** Recommends 5-0
- Finance Committee:**
- Community Preservation Committee:** Recommends 7-0
- Housing Authority:**
- Local Housing Partnership:**

**SUMMARY:** The five-bedroom home in Dennis, located at 1341 Route 134, will provide temporary housing, counseling, case management, monitoring by a registered nurse, employment training, and financial and nutritional counseling for veterans to help empower them to move forward into their own independent and sustainable living situations. The facility will be open to veterans from all Cape towns. It is the nearest housing available for Wellfleet veterans, who number 192, according to census data.

**ARTICLE 24: Community Preservation – Lower Cape Housing Institute \$7,500.00.** To see if the Town will vote, pursuant to MGL c.44B, to appropriate from the Community Preservation Undesignated Fund Balance the sum of \$7,500.00 to contribute to the cost of, and thereby support, for the continuance of the Community Development Partnership sponsored Lower Cape Housing Institute in Fiscal Year 2022 and to authorize the Selectboard to enter into a grant agreement to set forth the terms and conditions thereof or do or act anything thereon.

(Requested by the Community Preservation Committee)

- Board of Selectmen:** recommend 5-0
- Finance Committee:**
- Community Preservation Committee:** Recommends 7-0
- Housing Authority:**
- Local Housing Partnership:**

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

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**ARTICLE 25: Community Preservation – Ephemeral Historical Artifacts \$12,000.**

To see if the Town will vote, pursuant to MGL c.44B, to appropriate from the Community Preservation Fund Fiscal Year 2022 historical reserve, the sum of \$12,000.00 to the Wellfleet Historical Society & Museum for the purpose of the preservation and storage of museum artifacts and to authorize the Selectboard to enter into a grant agreement to set forth the terms and conditions thereof or do or act anything thereon.

(Requested by the Community Preservation Committee)

**Board of Selectmen: Recommends 4-0**

**Finance Committee:**

**Community Preservation Committee: Recommends 7-0**

**SUMMARY:** Sensitive materials such as old maps, textiles, paintings, documents on paper, photographs, postcards and prints require specific types of storage, including consistent humidity and temperature levels, and acid free containment. The Historical Society & Museum project would provide a designated storage area to protect the donations that have been entrusted to their care and add security cameras to critical areas in the museum.

**ARTICLE 26: Community Preservation – Stage for Baker’s Field Pavilion \$17,450.**

To see if the Town will vote, pursuant to MGL c.44B, to appropriate from the Community Preservation Undesignated Fund Balance the sum of \$17,450.00 for the purchase of a stage for the Baker’s Field Pavilion, and to enter into a grant agreement to set forth the terms and conditions thereof, or to do or act anything thereon.

(Requested by the Community Preservation Committee)

**Board of Selectmen: Recommends 4-0**

**Finance Committee:**

**Community Preservation Committee: Recommends 7-0**

**Recreation Committee:**

**SUMMARY:** An upgraded stage system will increase the types of events offered at Baker’s Field Pavilion and enable the Recreation Department to offer popular programming into the shoulder seasons. The proposed stage is for a durable 12’x16’x24-48” all terrain structure appropriate to the setting and easily stored and set up as needed.

**ARTICLE 27: Chapter 90 Funds;** To see if the Town will vote to authorize the Selectboard to apply for and accept State Grants from the Massachusetts Department of Transportation Highway Division (Chapter 90), and to expend those funds for the purposes of state approved Chapter 90 projects, services, and purchases; or to do or act anything thereon.

**Majority Vote Required**

**Selectboard: 4-0**

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**Finance Committee:**

**SUMMARY:** This Article requests approval to give the Selectboard authority in which to, apply for, accept, and expend funds from Chapter 90 sources.

**ARTICLE 28: Other Post-Employment Benefits (“OPEB”) Appropriation.** To see if the town will vote to raise and appropriate or transfer from available funds the sum of xxxx or, any other sum, to be added to the Town’s Other Post-Employment Benefits Liability Trust Fund or do or act anything thereon.

**Commented [HT7]:** Placeholder in the event finances permit funding.

**ARTICLE 29: Public, Educational and Governmental (PEG) Access and Cable Related Fund** To see if the town will vote to accept the provisions of M.G.L. Chapter 44 Section 53F ¾ for the purpose of establishing a PEG Access and Cable Related Fund. And further to appropriate from the PEG Access and Cable Related Fund; or to do or act anything thereon.

~~To see if the Town will vote to appropriate from the Cable Franchise Fee Special Revenue Fund the sum of ONE HUNDRED THIRTY FIVE THOUSAND THREE HUNDRED SEVENTY DOLLARS (\$135,370) for the purpose of offsetting costs for Fiscal Year 2022 associated with cable related purposes including but not limited to support of public, educational or governmental access cable television services, monitor compliance of the cable operator with the franchise agreement, or prepare for renewal of the franchise license; or to do or act anything thereon.~~

**Majority Vote Required**

- Selectboard:**
- Finance Committee:**
- Cable Advisory Committee:**

**SUMMARY:** This Article requests approval to appropriate from the Cable Franchise Fee Special Revenue Fund.

**ARTICLE 30: Shellfish Revolving Fund Spending Limit.** To see if the Town will vote to establish a spending limit for FY2022 of \$50,000 for the Shellfish Revolving Fund established pursuant to MGL Chapter 44, Section 53E½.

**Majority vote required.**

- Selectboard; Recommends: 5-0**
- Finance Committee:**
- Shellfish Advisory Board:**

**SUMMARY:** The purpose of this article is to establish the spending limit for the Shellfish Revolving Fund which was established for propagation efforts. The Shellfish

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

**Article 31: Property Sale Tax Transfer Tax (Text pending SB action).**

**SECTION III: DISPOSITION OF TOWN PROPERTY ARTICLES**

**ARTICLE 32: Disposition of Town Land Map #30, Parcel #14.** To see if the Town will vote to transfer care, custody, management and control of Assessors Map 30, Parcel 14 Town owned property from the board or commission currently having custody thereof and from the purpose for which said property is currently held, to the Selectboard for the purpose of selling upon such terms as the Selectboard deems to be in the best interest of the Town.

*Two-thirds vote required.*

**Selectboard:** ~~withhold~~ *What does this mean??*

**Open Space Committee:** Reserve recommendation until Town Meeting.

**Planning Board:** Recommends

**Conservation Commission:** Reserves recommendation until Town Meeting.

**Natural Resources Advisory Board:**

**SUMMARY:** This 2.00 acre parcel of land in a subdivision is land-locked and is near Kincaid Street and the Rail Trail extension. If the Town decides to allow the Selectboard to offer it for sale, it will be done through a bidding process.

**SECTION V: UNCLASSIFIED ARTICLES**

**ARTICLE 33: High Toss Road.** To see if the Town will vote to accept as a Town way the road known as High Toss Road, between Pole Dike Road and Duck Harbor Road, as heretofore laid out by the Selectboard and shown on a plan entitled "Plan of Land High Toss Road, Wellfleet, MA Being a 40' Public Way as Laid Out by the Town of Wellfleet," dated April 6, 2020, prepared by Outermost Land Survey, Inc., and on file with the Town Clerk, and to authorize the Selectboard to acquire on behalf of the Town by gift, purchase, or eminent domain an easement to use High Toss Road, as herein described, for all purposes for which public ways are used in



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the Town of Wellfleet, and drainage, utility, access, and/or other easements related thereto, or do or act anything thereon.

***Majority vote required***

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

**SUMMARY:** This Article authorizes the Town to secure title to High Toss Road between Pole Dike Road and Duck Harbor Road. The Town has maintained this section of road for years, but does not have clear title to the land. Accepting the road as a Town way will facilitate permitting and funding the Herring River Restoration Project.

***Warrant Articles approved by the Selectboard in 2021.***

**ARTICLE 34: Open Space Article for 2021.** To see if the Town will vote to transfer care, custody, management and control two properties shown on Assessor's Map 30, Parcel 186, Map 42, Parcel 137 for purposes of open space conservation or to do or act anything thereon.

**Commented [HST8]:** Needs Better Title

**Selectboard Recommend 4-1  
Open Space Committee: Recommends  
Conservation Commission: Recommends**

**SUMMARY:** Map 30-Parcel 186 is a 2.06 acre wetlands marsh property in Blackfish Creek abutting conservation lands owned by the Wellfleet Conservation Trust and Mass Audubon Society. Map 42 – Parcel 137 is 3.26 acres of wetlands marsh in the Fresh Brook Estuary and abuts the Town owned Bayberry Hill Conservation Land and Trail property off Lt. Island Road.

**ARTICLE 35: Disposal of Dredging Spoils/ Black Custard Article.** To see if the Town will vote to raise and appropriate and/or transfer from available funds the sum of \$25,000, or any other sum, for the purpose of investigating and recommending practical engineering methods to determine alternatives for the disposition of dredging spoils, to reduce the scope and expense of future North Channel Harbor dredging projects , or do or act anything thereon.

(Request of the Natural Resources Advisory Board.)

**Commented [HT9]:** Source of funding? Prop 2 ½ override?

**Board of Selectmen: Recommends 5-0  
Finance Committee: Recommends  
Marina Advisory Committee : Recommends  
Natural Resources Advisory Board: Recommends**

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**SUMMARY:** This article seeks funding for a study of Wellfleet's Marina to evaluate and develop an engineering and permit plan to distribute North Channel dredging spoils (black custard") onto the marshes of Duck Creek, replacing the way they are currently disposed of,

**SECTION VI: BYLAWS, INITIATIVE PETITIONS**

**Article 36: Prevailing Wage Legislative Petition. ~~Petition to Exempt the Town of Wellfleet from Prevailing Wages on Small Projects.~~** To see if the Town will vote to petition the General Court to enact a special act of the Town of Wellfleet, the text of which is set forth below, and that the General Court be authorized with the approval of the Selectboard to make constructive changes in the text thereof as may be necessary or advisable in order to accomplish the intent of this legislation to secure its passage, as follows:

AN ACT RELATIVE TO THE PREVAILING WAGE IN THE TOWN OF WELLFLEET  
Be it enacted by the Senate and House of Representatives in the General Court assembled, and by the authority of the same as follows:

SECTION 1. Notwithstanding any general or special law to the contrary, the Town of Wellfleet shall be exempt from complying with Sections 26 through 27G of Chapter 149 of the General Laws for projects estimated to cost \$50,000 or less.

SECTION 2. This act shall take effect on the first day of the fiscal year following passage of this act and shall apply to taxes levied for fiscal years beginning that fiscal year and thereafter.

Or to take any other action relative thereto.

(Requested by Selectboard Member Curley)

**Selectboard: Recommends**

**SUMMARY:** In the interest of reducing the costs borne by Wellfleet taxpayers this would exempt construction projects with a total cost under \$50,000 from prevailing wage determinations reducing the overall costs of small projects within the Town.

**Article 37: Underground Fuel Tanks at the Marina.** ~~To see if the town will vote change the location of the fuel tanks to be installed at the Marina from above ground to below ground. To see if the Town will vote to amend the action taken by the Town under Article 23 of the 2019 Annual Town Meeting to provide that the replacement marina fuel storage tanks shall be below ground rather than above ground, or take any other action in relation thereto.~~

**Selectboard: Recommends**

**Marina Advisory Committee: Recommends**

**Summary:** At the 2019 Town Meeting, the town voted to appropriate the sum of \$526,208 or any other sum for the purpose of removing the existing fuel storage tanks at

**Commented [HST10]:** Revised to tie back to the original vote.

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the Marina and purchasing and installing new above ground fuel storage tanks at the Wellfleet Marina and for the payment of all other costs incidental and related thereto. After getting the engineering work done it was deemed that underground tanks were a more suitable option. This vote will allow the Town to use the funding that has already been appropriated to locate the fuel tanks in the optimal location.

**Article 38: Agricultural Commission.** To see if the Town will vote to establish an Agricultural Commission to address and represent agricultural issues and interests in the Town of Wellfleet. The duties and responsibilities of the Commission shall include, but not be limited to:

- ◆ Serving as facilitators for encouraging the pursuit of agriculture and aquaculture in Wellfleet;
- ◆ Promoting agriculture and aquaculture-based economic opportunities for the Town;
- ◆ Acting as mediators, advocates, educators, and/or negotiators in an advisory capacity on farming issues for established Town Committees and Departments;
- ◆ Working for the preservation of agriculture lands owned by the town;
- ◆ Pursuing all initiatives appropriate to creating a sustainable agriculture community.

Commission Organization: The Commission shall be comprised of five members, at least three of whom shall be engaged in the business of farming or related agricultural industries. The Selectboard shall appoint two members for a three year term; two members for a term of two years, and three years thereafter, and one member for a term of one year and three years thereafter. Up to three alternate members will also be appointed by the Selectboard, each for one-year terms. Any vacancy shall be filled by the Selectboard. (Requested by Selectboard Chair DeVasto)

- Selectboard: Recommends
- Planning Board: Recommends
- Shellfish Advisory Board: Recommends
- Zoning Board of Appeals: Recommends
- Board of Health: Recommends

**ARTICLE – General Bylaw Right to Farm.** To see if the Town will vote to adopt the following as a general bylaw of the Town:

**Right to Farm**

- § 1 Legislative purpose and intent.
- § 2 Definitions.
- § 3 Right to farm declaration.
- § 4 Disclosure notification
- § 5 Resolution of disputes.
- § 6 Severability clause.
- § 7 Relationship to existing Bylaws, rules, and regulations.

Commented [HST11]: Needs more formatting work.

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### § 1. Legislative purpose and intent.

A. The purpose and intent of this bylaw is to state with emphasis the right to farm accorded to all citizens of the commonwealth under Article 97 of the Constitution, and all state statutes and regulations thereunder, including but not limited to MGL c. 40A, § 3, paragraph 1; MGL c. 90, § 9, MGL c. 111, § 125A and MGL c. 128, § 1A. We the citizens of Wellfleet restate and republish these rights pursuant to the Town's authority conferred by Article 89 of the Articles of Amendment of the Massachusetts Constitution ("HomeRule Amendment").

B. This general bylaw encourages the pursuit of agriculture, promotes agriculture-based economic opportunities, and protects farmlands. Within the Town of Wellfleet by allowing permitted agriculture uses and related activities to function with minimal conflict with abutters and Town agencies. This bylaw shall apply to all jurisdictional areas within the Town.

C. This bylaw encourages the pursuit of homesteading in order to promote self-sufficiency and food security. It further protects homestead farming within the Town of Wellfleet by allowing agricultural uses and related activities to function with minimal conflict with abutters and Town agencies. This bylaw shall apply to all jurisdictional areas within the Town.

### § 2 Definitions.

A. The word "farm" shall include any parcel or contiguous parcels of land, or water bodies used for the primary purpose of commercial agriculture, or accessory thereto.

B. The word "homestead" shall include any parcel or contiguous parcels of land where a person and/or family cultivates the land and practices agriculture in order to become more self-sufficient.

C. The words "farming," "agriculture," "homesteading" or their derivatives shall include, but not be limited to, the following:

- 1) Farming of any kind including the cultivation and tillage of the soil and aquaculture.
- 2) Dairying
- 3) Production, cultivation, growing, and harvesting of any agricultural, aquacultural, floricultural, viticultural, or horticultural commodities.
- 4) Growing and harvesting of forest products upon forestland, and any other forestry or lumbering operations.
- 5) Raising of livestock, including horses.
- 6) Keeping of horses as a commercial enterprise; and

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- 7) Keeping and raising of poultry, swine, cattle, ratites (such as emus, ostriches and rheas) and camelids (such as llamas and camels), and other domesticated animals for food and other agricultural purposes, including bees and fur-bearing animals.

D. "Farming" may encompass activities including, but not limited to, the following:

- 1) and transportation of slow-moving farm equipment over roads within the Town.
- 2) Control of pests, including, but not limited to, insects, weeds, predators and disease organism of plants and animals.
- 3) Application of manure, fertilizers and pesticides.
- 4) Conducting agriculture-related educational and farm based recreational activities, including agri-tourism, provided that the activities are related to marketing the agricultural output or services of the farm.
- 5) Processing and packaging of the agricultural output of the farm and the operation of a farmer's market or farm stand including signage thereto.
- 6) Maintenance, repair, or storage of seasonal equipment, or apparatus owned or leased by the farm owner or manager used expressly for the purpose of propagation, processing, management, or sale of the agricultural products; and
- 7) On-farm relocation of earth and the clearing of ground for farming operations.

**§ 3. Right to farm declaration.**

The right to farm is hereby recognized to exist within the Town of Wellfleet. The above-described agricultural activities may occur on holidays, weekdays, and weekends by night or day and shall include the attendant incidental noise, odors, dust, and fumes associated with normally accepted agricultural practices. It is hereby determined that whatever impact may be caused to others through the normal practice of agriculture is more than offset by the benefits of farming to the neighborhood, community, and society in general. The benefits and protections of this bylaw are intended to apply exclusively to those commercial agricultural and farming operations. and activities conducted in accordance with generally accepted agricultural practices. Moreover, nothing in this Right to Farm Bylaw shall be deemed as acquiring any interest in land, or as imposing any land use regulation, which is properly the subject of state statute, regulation, or local zoning law.

**§ 4 Disclosure notification.**

Copies of the disclosure notification shall be prepared by the Town and included on a one-time basis with the mail out of Town real estate tax bills. Following the initial mail out, copies of the disclosure notification will be included on a continuing basis with the mail out of municipal lien certificates.

**DISCLOSURE NOTIFICATION:**

It is the policy of this community to conserve, protect and encourage the maintenance and improvement of agricultural and aquacultural resources for the production of food and other agricultural products and also for its natural and ecological value. This disclosure notification is to inform buyers or occupants that the property they are about to acquire or occupy lies within a town where farming activities occur. Such farming activities may include, but are not limited to, activities that cause attendant incidental noise, dust and odors associated with normally accepted agricultural practices. Buyers or occupants are also informed that any property within the Town may be impacted by commercial agriculture, aquiculture, and other farming activities.

**§ 5 Resolution of disputes.**

- A. Any person who seeks to complain about the operation of a farm may, notwithstanding pursuing any other available remedy, file a grievance with the Selectboard, the Zoning Enforcement Officer, or the Board of Health, depending upon the nature of the grievance. The filing of the grievance does not suspend the time within which to pursue any other available remedies that the aggrieved may have. The Zoning Enforcement Officer or the Selectboard may forward a copy of the grievance to the Agricultural Advisory Council or its agent, which shall review and facilitate the resolution of the grievance and report its recommendations to the referring Town authority within an agreed upon time frame.
- B. The Board of Health, except in cases of imminent danger or public health risk, shall forward a copy of the grievance to the Agricultural Commission or its agent, which shall review and facilitate the resolution of the grievance involving all concerned parties, and report its recommendations to the Board of Health within an agreed-upon time.

**§ 6 Severability clause.**

If any part of this bylaw is for any reason held to be unconstitutional or invalid, such decision shall not affect the remainder of this bylaw. The town of Wellfleet hereby declares the provisions of this bylaw to be severable.

**§ 7 Relationship to Existing Bylaws, Rules and Regulations.**

Notwithstanding anything contained herein to the contrary, nothing in this bylaw shall supersede any existing Town or National Seashore bylaw, zoning bylaw, rule or regulation, and all such existing bylaws, rules and regulations shall continue in full force and effect.

***Majority Vote Required***

**Selectboard Recommends:**

**Shellfish Advisory Board: Recommends**

**Board of Health: Recommends**

**Zoning Board of Appeals: Recommends**

**Summary:** A right-to-farm bylaw is a general bylaw that encourages the pursuit of agriculture, promotes agriculture-based economic opportunities, and protects farmlands within the community by allowing permitted agricultural uses and related activities to function with minimal conflict with abutters and town agencies. There are over 140 towns in Massachusetts that have Right to Farm Bylaw. Similar bylaws that were adopted in the towns of Orleans, Dennis, Yarmouth, Harwich and Falmouth.

**Article 39: Expanding Residential Property Exemption: Home Rule Petition.** To see if the Town will vote to petition the General Court to enact a special act of the Town of Wellfleet, the text of which is set forth below, and that the General Court be authorized with the approval of the Selectboard to make constructive changes in the text thereof as may be necessary or advisable in order to accomplish the intent of this legislation to secure its passage, as follows:

AN ACT EXPANDING THE EXEMPTION FOR RESIDENTIAL PROPERTY IN THE TOWN OF WELLFLEET

*Be it enacted by the Senate and House of Representatives in the General Court assembled, and by the authority of the same as follows:*

SECTION 1. Notwithstanding section 5C of chapter 59 of the General Laws or any other general or special law to the contrary, with respect to each parcel of real property classified as class one residential in the town of Wellfleet as certified by the commissioner of revenue to be assessing all local property at its full and fair cash valuation, and with the approval of the Selectboard, there shall be an exemption equal to not more than 35 per cent of the average assessed value of all class one residential parcels within the town of Wellfleet, or such other maximum percentage as may be established from time to time by the General Court; provided, however, that the exemption shall be applied only to: (i) the principal residence of the taxpayer as used by the taxpayer for income tax purposes; or (ii) a residential parcel occupied by a resident of the Town of Wellfleet, other than the taxpayer, occupied on a year-round basis and used as the resident's principal residence for income tax purposes. The town of Wellfleet may adopt and amend criteria to determine who qualifies as a resident under this act. This exemption shall be in addition to any exemptions allowable under section 5 of said chapter 59; provided, however, that the taxable valuation of the property, after all applicable exemptions, shall not be reduced to below 10% of its full and fair cash valuation, except through the applicability of clause eighteenth of said section 5 of said chapter 59. Where, under the provisions of said section 5 of said chapter 59, the exemption is based upon an amount of tax rather than on valuation, the reduction of taxable valuation for the purposes of the preceding sentence shall be computed by dividing the amount of tax by the residential class tax rate of the town of Wellfleet and multiplying the result by \$1,000. For the purposes of this paragraph, "parcel" shall mean a unit of real property as defined by the board of assessors of the town of Wellfleet in accordance with the deed for the property and shall include a condominium unit.

SECTION 2. A taxpayer aggrieved by the failure to receive the residential exemption authorized under this act may apply for the residential exemption to the Board of Assessors of the Town of

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Wellfleet in writing on a form approved by the board of assessors, on or before the deadline for an application for exemption under section 59 of said chapter 59. For the purposes of this act, a timely application filed under this section shall be treated as a timely filed application pursuant to section 59 of chapter 59 of the General Laws.

SECTION 3. This act shall take effect on the first day of the fiscal year following passage of this act and shall apply to taxes levied for fiscal years beginning that fiscal year and thereafter.

Or to take any other action relative thereto

**Selectboard: Recommends**

**Finance Committee: Recommends**

**SUMMARY:** In the interest of creating and retaining year-round rental housing for residents of Wellfleet this article would allow the Selectboard to petition the General Court to expand the residential tax exemption (RTE) to property owners who rent their property on a year round basis. In order to qualify, the property would need to be rented on a year round basis to a resident of Wellfleet who declares the property to be their principle residence for income tax purposes.

**Article 40: A Home Rule Petition Authorizing the Commissioner of Capital Asset Management and Maintenance to Grant an Easement in the Town of Wellfleet.** To see if the Town will vote to petition the General Court to enact a special act of the Town of Wellfleet, the text of which is set forth below, and that the General Court be authorized with the approval of the Selectboard to make constructive changes in the text thereof as may be necessary or advisable in order to accomplish the intent of this legislation to secure its passage, as follows:

**AN ACT AUTHORIZING THE COMMISSIONER OF CAPITAL ASSET MANAGEMENT AND MAINTENANCE TO GRANT AN EASEMENT IN THE TOWN OF WELLFLEET.**

*Be it enacted by the Senate and House of Representatives in the General Court assembled, and by the authority of the same as follows:*

SECTION 1. Notwithstanding sections 32 to 37, inclusive, of chapter 7C of the General Laws or any other general or special law to the contrary, the Commissioner of Capital Asset Management and Maintenance, in consultation with the Commissioner of conservation and recreation, may convey, for no monetary consideration, a permanent nonexclusive easement to Judith Blakeley Life Estate, Richard Blakeley Remainderman, and Blackfish Creek Shellfish Company in a portion of a certain parcel of land located within the town of Wellfleet, under the care and control of the Department of Conservation and Recreation and held for conservation and recreation purposes, described in a deed recorded with the Barnstable County Registry of Deeds in book 3377, page 069. The easement may be granted solely for purposes of a curb cut for vehicular access, the benefited land being described in a deed recorded with the Barnstable County registry of deeds in book 15500, page 50, and shall be subject to the further requirements of this act and subject to such additional terms and conditions consistent with this act as the



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Commissioner of Capital Asset Management and Maintenance may prescribe in consultation with the Department of Conservation and Recreation.

The easement described in this section shall be comprised of XXX square feet of land, more or less, identified as “\_\_\_\_\_” as shown on the plan of land entitled “\_\_\_\_\_” dated \_\_\_\_\_, prepared by \_\_\_\_\_. The plan shall be filed with the Department of Conservation and Recreation and to be recorded with the Barnstable County registry of deeds along with the easement.

Modifications to the easement description set forth in the plan and the plan may be made by the division of capital asset management and maintenance for conformance with this act. The easement shall be granted without warranties or representations by the Commonwealth.

SECTION 2. Notwithstanding any general or special law to the contrary, the Commissioner of conservation and recreation may grant a license or permit for nominal consideration to Judith Blakeley Life Estate to provide Judith Blakeley Life Estate with use and occupation of the above referenced parcel, and liability and responsibility for such use and occupation, and, for the purposes of this act, such licenses or permits shall govern until the grant of easement authorized in this act takes effect.

SECTION 3. No easement instrument conveying, by or on behalf of the Commonwealth, the easement described in Section 1 shall be valid unless such easement instrument provides that the easement shall be used solely for the purposes described in said Section 1. The easement instrument shall include a clause that shall state that if the easement ceases to be used by the grantees, or their successors or assigns, for the purposes described in section 1 at any time, the easement shall terminate and all rights shall revert to the Commonwealth under the care and control of the Department of Conservation and Recreation, upon such terms and conditions as the Commissioner may determine.

SECTION 4. The fair market value of the easement described in Section 1, or the value in use as proposed, shall be based on independent professional appraisals, as commissioned by the Commissioner of Capital Asset Management and Maintenance. Judith Blakeley Life Estate shall compensate the Commonwealth in an amount greater than or equal to the full and fair market value, or the value in use of the easement as proposed, whichever is greater, as determined by the independent appraisals, plus the reasonable cost of such appraisal. All money paid to the Commonwealth by Judith Blakeley Life Estate as a result of the conveyances authorized by this section shall be deposited in the General Fund. The Commissioner of Capital Asset Management and Maintenance shall submit the appraisals and a report thereon to the inspector general for review and comment. The inspector general shall review and approve the appraisals and the review shall include an examination of the methodology utilized for the appraisals. The inspector general shall prepare a report of the review and file the report with the Commissioner of Capital Asset Management and Maintenance for submission by the Commissioner to the house and senate committees on ways and means and the Senate and House chairs of the Joint Committee on State Administration and Regulatory Oversight. The Commissioner shall submit copies of the

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appraisals, the report thereon and the inspector general’s review and approval, and comments, if any, to the House and Senate Committees on Ways and Means and the Senate and House chairs of the Joint Committee on State Administration and Regulatory Oversight prior to the execution of the conveyance authorized by this Act.

SECTION 5. As a condition of the conveyance authorized in Section 1, Judith Blakeley Life Estate shall, in addition to any compensation from Judith Blakeley Life Estate to the Commonwealth required pursuant to Section 3, compensate the Commonwealth for the easement described in this act through the transfer to the Department of Conservation and Recreation of land or an interest therein or funding for the acquisition of land or an interest therein equal to or greater than the appraised value of the easement as determined pursuant to this act. The fair market value of any land or interest in land proposed to be conveyed by typo??? Edge to the Department pursuant to this Section shall be included within the appraisal required by Section 3. The land or interest therein or funding shall be acceptable to the Department of Conservation and Recreation and any land or interest therein, whether conveyed by Judith Blakeley Life Estate or acquired by the department, shall be permanently held and managed for conservation and recreation purposes by the department. All payments made to the Commonwealth pursuant to this section shall be deposited in the Conservation Trust established in Section 1 of chapter 132A of the General Laws.

**ARTICLE 41: To see if the Town will vote to support the Blakeley’s request to have a curb cut into the state-owned parking lot on Lecount Hollow Road.**

**SUMMARY:** The Blakeley’s have used the current DCR rail trail parking lot to access the backside of their property dating back to when it was still a railroad bed. They have been able to use this lot to access their commercial HACCP facility and gear yard until May when the access was blocked by the state and the Blakeley’s were informed the reconstruction of the parking lot will permanently block their access. There is no practical way to reach the HACCP with commercial trucks or trailers except through the parking lot due to the layout of their lot, proximity to wetlands, and the location of their septic system. Restoring their access requires legislative intervention. Representative Peak and Senator Cyr’s office have said that it is far easier to make such a request if it has the clear support of the townspeople.

**Article 42: Wellfleet Harbor Flora and Fauna Survey.** To see if the Town will vote to raise and appropriate, and/or transfer from available funds, the sum of \$60,000, or any other sum, for the purpose of broadly initiating a field survey of the fauna and flora in Wellfleet harbor, especially shellfish and finfish, as a basis for future actions to preserve and enhance this environment, or to do or act on anything thereon.

(Request of the Natural Resources Advisory Board)

**Commented [HST12]:** Quantum of vote, recommendations, summary missing.

**Commented [HST13]:** Article Text, quanta of vote and recommendations?

**Commented [HST14]:** Quantum of vote and recommendations?

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**Summary:** This article seeks funds to complete a broad overview of the state of Wellfleet harbor as recommended in the Harbor Management Plan (March 2021). It replicates a study by the Division of Marine Fisheries, which is now nearly 50 years old. Current funding is for a harbor wide study of shellfish and finfish. NRAB views this work as a critical step in establishing a baseline for future management, as well as identifying and preserving the health of the harbor in view of climate change and other environmental impacts.

**Article 43: Maguire Landing Resident / Taxpayer Parking:** To see if the Town will vote to limit parking at Maguire Landing (Lecount Hollow Beach) to residents and non-resident taxpayers only during the summer season.

Selectboard: Recommends

**Summary:** During the summer of 2020 the Maguire Landing parking was limited to residents and non-residents taxpayers in order to provide better access to the resource during the pandemic. Several towns on Cape Cod have dedicated beach parking for its residents and non-resident tax payers. This vote expresses the will of the people to continue to extend the benefit of limiting parking at Maguire Landing to residents and non-resident taxpayers.

**Commented [HT15]:** Advisory only to the Selectboard. Revise to so state?

**Article 44: Wellfleet Affordable Housing Trust Bylaw.** To see if the Town will vote pursuant to the authority of General Laws Chapter 44, Section 55C to adopt the following as a general bylaw of the Town:

**WELLFLEET AFFORDABLE HOUSING TRUST BY-LAW**

**Chapter 1: Purposes**

The purpose of the Affordable Housing Trust Fund (hereinafter "Trust") shall be to provide for the creation, preservation, and support of affordable housing in the Town of Wellfleet (the "Town") for the benefit of low and moderate income households and for the funding and support of community housing as defined in and in accordance with the provisions of Massachusetts General Laws, Chapter 44B ("Chapter 44B"), and, in furtherance of this purpose, to acquire by gift, purchase, or otherwise, real estate and personal property, both tangible and intangible, of every sort and description; to use such property, both real and personal, in such manner as the Trustees shall deem most appropriate to carry out such purpose; provided however, that all property comprising this Trust and the net earnings thereof shall be used only in the Town exclusively for the benefit of all of the Inhabitants of the Town for the creation and preservation of affordable housing therein. The Trust is authorized to provide for, fund and support low and moderate income households earning up to 120% of the Area Median Income.

**Chapter 2: Tenure of Trustees and Appointment**

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The Trustees hereunder shall be appointed by the Selectboard. One of the Trustees shall be a member of the Selectboard. Trustees shall serve for a term not to exceed two years. Trustees may be reappointed at the discretion of the Selectboard, with no limit on the number of terms that a Trustee can serve. To the extent possible, the Selectboard shall appoint as Trustees individuals with backgrounds or interests in affordable housing, and specifically those with financial, legal or development expertise, or experience and perspective on housing preservation. A majority of the Trustees shall be residents of the Town of Wellfleet.

There shall be no less than five and no more than seven Trustees of the Trust.

Any Trustee may resign by written instrument signed and acknowledged by such Trustee and duly filed with the Town Clerk and recorded with the Registry of Deeds and filed with the Land Registration Office.

If a Trustee shall die, resign, be removed or suspended, or for any other reason cease to be a Trustee hereunder before his/her term of office expires, a successor shall be appointed by the Selectboard to fill such vacancy provided that in each case the said appointment and acceptance in writing by the Trustee so appointed is filed with the Town Clerk and recorded with the Registry of Deeds and filed with the Land Registration Office. Upon the appointment of any succeeding Trustee and the filing of such appointment the title to the Trust estate shall thereupon and without the necessity of any conveyance be vested in such succeeding Trustee jointly with the remaining Trustees.

Trustees may be removed by the Selectboard at any time for cause following an opportunity for a hearing. For purposes of this bylaw, the term "cause" shall include, but not be limited to, violation of any local, state or federal law; incapacity to perform the duties of a Trustee; and acts of a Trustee that, in the opinion of the Selectboard, are negligent or detrimental to the Town of Wellfleet or the Trust.

Reference to the Trustee shall mean the Trustee or Trustees for the time being hereunder.

### **Chapter 3: Meetings of the Trust**

There shall be quarterly meetings if the Trust at such time and at such place as the Trustees shall determine. A written notice stating the place, day, hour, and agenda of each meeting of the Trust shall be posted at Town Hall at least 48 hours before the date of such meeting in accordance with G. L. c. 30A, Sections 18-25. A quorum at any meeting shall be a majority of the Trustees qualified and present in person. Special meetings may be called by the Chair or by any two (2) Trustees.

### **Chapter 4: Powers of Trustees**

The power and duties of the Trustees shall include the following, all of which shall be carried on in furtherance of the purposes and in compliance with the terms set forth in Section 55C and this By-Law:

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- A. To accept and receive real property, personal property or money, by gift, grant, contribution, devise or transfer from any person, firm, corporation or other public or private entity, including but not limited to money, grants of funds or other property tendered to the Trust in connection with any bylaw or any general or special law or any other source, including money from Chapter 44B; provided, however, that any such money received from Chapter 44B shall be used exclusively for community housing and shall remain subject to all the rules, regulations and limitations of that chapter when expended by the Trust, and such funds shall be accounted for separately by the Trust; and provided further, that at the end of each fiscal year, the Trust shall ensure that all expenditures of funds received from said Chapter 44B are reported to the Community Preservation Committee for inclusion in the community preservation initiatives report, Form CP-3, to the Department of Revenue;
- B. To purchase and retain real or personal property, including, without restriction, investments that yield a high rate of income or no income.
- C. To sell, lease, exchange, transfer or convey any personal, mixed, or real property at public auction or by private contract for such consideration and on such terms as to credit or otherwise, and to make such contracts and enter into such undertaking relative to Trust property as the Trustees deem advisable notwithstanding the length of any such lease or contract.
- D. To execute, acknowledge and deliver deeds, assignments, transfers, pledges, leases, covenants, contracts, promissory notes, releases, grant agreements, including those for Community Preservation Act funds and other instruments sealed or unsealed, necessary, proper or incident to any transaction in which the Trustees engage for the accomplishment of the purposes of the Trust.
- E. To employ advisors and agents, such as accountants, appraisers and lawyers as the Trustees deem necessary.
- F. To pay reasonable compensation and expenses to all advisors and agents and to apportion such compensation between income and principal as the Trustees deem advisable.
- G. To apportion receipts and charges between income and principal as the Trustees deem advisable, to amortize premiums and establish sinking funds for such purpose, and to create reserves for depreciation depletion or otherwise.
- H. To participate in any reorganization, recapitalization, merger or similar transactions; and to give proxies or powers of attorney with or without power of substitution to vote any securities or certificates of interest; and to consent to any contract, lease, mortgage, purchase or sale of property, by or between any corporation and any other corporation or person.
- I. To deposit any security with any protective reorganization committee, and to delegate to such committee such powers and authority with relation thereto as the Trustees may deem proper and to pay, out of Trust property, such portion of expenses and compensation of such committee as the Trustees may deem necessary and appropriate.
- J. To carry property for accounting purposes other than acquisition date values.

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- K. To borrow money on such terms and conditions and from such sources as the Trustees deem advisable, to mortgage and pledge trust assets as collateral.
- L. To make distributions or divisions of principal in kind.
- M. To comprise, attribute, defend, enforce, release, settle or otherwise adjust claims in favor or against the Trust, including claims for taxes, and to accept any property, either in total or partial satisfaction of any indebtedness or other obligation, and subject to the provisions of Section 55C, to continue to hold the same for such period of time as the Trustees may deem appropriate.
- N. To manage or improve real property; and to abandon any property which the Trustees has determined not to be worth retaining.
- O. To hold all or part of the Trust property uninvested for such purposes and for such time as the Trustees may deem appropriate.
- P. To extend the time for payment of any obligation to the Trust; and
- Q. To provide funds for the benefit of low- and moderate-income households to assist in the acquisition, creation, preservation, rehabilitation and support of housing affordable for such families.

The Trustees shall have these and all powers set forth in G. L. c. 44, § 55C, and shall refrain from exercising any powers in such manner as to violate the provisions of said statute.

**Chapter 5: Acts of Trustees**

A majority of Trustees may exercise any or all of the powers of the Trustees hereunder and may execute on behalf of the Trustees any and all instruments with the same effect as though executed by all the Trustees. The Trustees may, by instrument executed by all the Trustees, delegate to any attorney, agent, or employee such other powers and duties as they deem advisable, including power to execute, acknowledge or deliver instruments as fully as the Trustees might themselves and to sign and endorse checks for the account of the Trustees of the Trust. The Trustees shall not delegate the authority to amend the Trust and no such delegation shall be effective. No Trustee shall be required to give bond. No license of court shall be required to confirm the validity of any transaction entered into by the Trustees with respect to the Trust estate. No one dealing with the Trustees need inquire concerning the validity of anything the Trustees purport to do or see to the application of anything paid to or upon the order of the Trustees. No Trustee shall be liable for the acts, negligence or defaults of any other Trustee or any employee, agent, or representative of the Trustees selected with reasonable care, nor for errors in judgment, nor mistakes of law or fact made in good faith nor in reliance in good faith on advice of counsel nor for other acts or omissions in good faith.

**Chapter 6: Status of Trust and Board of Trustees**

The Trust is a public employer, and the Trustees are public employees for purposes of G. L. c. 268A. The Trust shall be deemed a municipal agency and the Trustees special municipal employees for the purposes of G. L. c. 258. The Trust is a governmental body for

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purposes of G. L. 30A, Sections 18-25, the Open Meeting Law. The Trust is also a board of the Town for purposes of G. L. c. 30B, the Uniform Procurement Act, and G. L. c. 40, Section 15, provided, however, that agreements and conveyances between the Trust and agencies, boards, commissions, authorities, departments and public instrumentalities of the Town shall be exempted from G. L. c. 30B. Notwithstanding the foregoing, neither the Trustees nor any agent or officer of the Trust shall have the authority to bind the Town.

### **Chapter 7: Custodian of Funds**

The Town of Wellfleet Treasurer shall be the custodian of the funds of the Trust. The books and records of the Trust shall be audited annually by an independent auditor in accordance with accepted accounting practices. Costs associated with the independent audit shall be borne by the Trust. Upon receipt of the audit by the Trustees, a copy shall be provided forthwith to the Selectboard.

### **Chapter 8: Funds Paid to the Trust**

Notwithstanding any general or special law to the contrary, all moneys paid to the Trust in accordance with any zoning by-law, exaction fee, or private contribution shall be paid directly into the Trust and need not be appropriated or accepted and approved into the Trust. General revenues appropriated into the Trust become Trust property and these funds need not be further appropriated to be expended. All moneys remaining in the Trust at the end of any fiscal year, whether or not expended by the Trust within one year of the date they were appropriated into the Trust, remain Trust property.

### **Chapter 9: Taxes**

The Trust is exempt from General Laws Chapters 59 and 62, and from any other provisions concerning payment of taxes based upon or measured by property or income imposed by the Commonwealth or any subdivision thereof.

### **Chapter 10: Duration of the Trust**

This Trust shall continue until terminated by a vote of the Wellfleet Town Meeting. Upon termination of the Trust, the Trustees, with the approval of the Selectboard, may sell all or any portion of the Trust property, both real and personal, and, following the payment of all obligations and liabilities of the Trust and the Trustees, shall transfer to the Town the net assets of the Trust, which shall be held by the Selectboard for affordable housing purposes.

### **Chapter 11: Compensation of Trustees**

Trustees shall not receive a salary, stipend, bonus or other means of compensation for their service as a Trustee, nor shall they be eligible for any benefits from the Town of Wellfleet. Trustees may be compensated for reasonable out-of-pocket expenses for travel and other Trust-related expenses. All such out-of-pocket expenses shall be fully documented with receipts for expenses prior to payment by the Trust.

**Chapter 12: Annual Report**

The Trustees shall prepare an annual report describing the activities of the Trust on a calendar year basis. The annual report shall be submitted to the Wellfleet Selectboard by January 31 of each year and will be included in the Town's Annual Report. The Annual Report shall list all financial transactions conducted by the Trust including all revenues and costs, provide a balance sheet of liabilities and assets of the Trust, list an inventory of all affordable housing units created, sold, and/or managed by the Trust, and any other pertinent information related to the business of the Trust.

(Request of the Wellfleet Affordable Housing Trust)

**Selectboard: Recommends**

**Finance Committee; Recommends**

**Housing Authority: Recommends**

**Local Housing Partnership: Recommends**

**SUMMARY:** This proposed bylaw reflects the statutory powers granted to affordable housing trusts under MGL chapter 44 section 55C and expands the authority of the Trust to allow creation, preservation, and support of housing in the Wellfleet for families earning up to 120% of Area Median Income.

**ARTICLE 45: Accessory Dwelling Units.** To see if the Town will vote to delete 6.21 Affordable Accessory Dwelling Units of the Wellfleet Zoning By-laws and substitute the following sections in place thereof, and to amend the Table of Contents and Sections 2.1, 5.3, 5.46, 5.47, and 8.3 as follows.

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[~~"Affordable Accessory Dwelling Units"~~ is hereby deleted and "Accessory Dwelling Units" is substituted in place thereof.]

**SECTION II**

**2.1 DEFINITIONS**

[~~Dwelling Affordable Accessory~~ is hereby deleted and the following definition is substituted in place thereof.]

Dwelling, Accessory: a self-contained housing unit, inclusive of sleeping, cooking and sanitary facilities on the same lot as a principal dwelling or other principal structure that shall be leased year-round.

**5.3. Use Regulations**

Table 5.3.1 is amended as follows: Insert "Dwelling, Accessory" between "Conversion of Dwelling Unit" and ~~"Dwelling, Affordable Accessory"~~



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["P" is a permitted use. "A" is a use authorized under special permits. ]

	CD	R1	R2	NSP	C	C2
Dwelling, Accessory Unit	P	P	P	A	P	P
<del>Dwelling, Affordable Accessory</del>	<del>⊖</del>	<del>⊖</del>	<del>⊖</del>	<del>⊖</del>	<del>A</del>	<del>⊖</del>

[5.4.6. **Intensity of Use Application to Affordable Accessory Dwelling Units** is hereby deleted and the following section is substituted in place thereof.]

**5.4.6. Intensity of Use Application to Accessory Dwelling Units (ADUs)**

An Accessory Dwelling Unit shall consist of a minimum of 200 square feet of Livable Floor Area, subject to any requirements of the State.

[ 5.4.7 **Intensity of Use Application to the Conversion of Dwelling Units** is hereby amended and the following section in bold is inserted.]

**5.4.7 Intensity of Use Application to the Conversion of Dwelling Units**

No dwelling unit shall be converted into two or more units unless each resulting unit consists of a minimum of 600 square feet of livable floor area; the external appearance of the structure is not changed; the front, side and rear yard requirements of the district in which located are met; and the lot area is not less per dwelling than the lot requirement of the district in which located, **except in the case of an Accessory Dwelling Unit, as provided in Section 6.21 of these Zoning By-laws.**

---

**6.21 Accessory Dwelling Unit (ADU)**

6.21.1 **Purpose:** To enable an increase of year-round rental housing opportunities; to encourage greater diversity of housing types appropriate to residents with varying needs, and to support a stable and diverse year-round community and a robust local workforce.

**6.21.2 Accessory Dwelling Unit (ADU)**

An Accessory Dwelling, as defined in Section 2.1 DEFINITIONS of the Wellfleet Zoning By-laws is an additional dwelling unit allowed on a single lot in all districts of the Town if in compliance with all Town, Commonwealth of Massachusetts and Federal statutes, by-laws and regulations where applicable, unless otherwise allowed by this bylaw.

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6.21.2. Accessory Dwelling Units are allowed either as a Detached Building, or as a separate dwelling unit within or attached to a Dwelling, a building used for a Principal Use; or within or attached to any Accessory Building, as defined in Section 2.1 DEFINITIONS of the Wellfleet Zoning By-laws.

6.21.2.2 Accessory Dwelling Units shall be no larger than one thousand two hundred (1,200) square feet of Livable Floor Area as that term is defined in Section 2.1 DEFINITIONS of the Wellfleet Zoning By-laws.

6.21.2.3. Ownership of an Accessory Dwelling Unit cannot be separated from that of the principal use.

6.21.2.4. The rights and requirements of this By-law shall be transferred upon any transfer of ownership of a property containing an Accessory Dwelling Unit built under the provisions of this By-law.

6.21.2.5. A property owner may choose to cease to use an Accessory Dwelling Unit by formally reporting its change in use to the agent designated by the Town Administrator to administer and monitor such units and altering it to meet the requirements of a permitted use. The agent will then register this change in use with the Building Inspector, the Health Agent and the Town Assessor.

### 6.21.3 Procedure

6.21.3.1 The property owner shall apply for and receive a Building Permit for an Accessory Dwelling Unit from the Building Inspector before construction or use may begin.

6.21.3.2 Once an Accessory Dwelling Unit has received a Certificate of Occupancy, it shall not be occupied or used until registered with the agent designated by the Town Administrator to administer and monitor such units who will maintain a current record of such units and register them with the Town's Assessor, Building Department, and Health Department.

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### 6.21.4 Monitoring

An Affidavit of Compliance signed by the property owner shall be submitted initially, when the unit is first occupied or used, and then annually, on September 1st or the nearest business day, to the agent designated by the Town Administrator to monitor and administer such Units to confirm that the Accessory Dwelling Unit or Units are being leased for a minimum of a year, and not otherwise leased or occupied for any other purpose, and that they shall be used as a dwelling, according to the standards and conditions of this By-law.

### 6.21.5 Enforcement and Penalties

Upon a written determination by the Building Inspector that the property owner has failed to comply with these provisions the property owner shall bring the unit or units into compliance within thirty (30) days of such written notice pursuant to Massachusetts General Law Chapter

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40A Section 7. In addition, the Building Inspector shall impose any and all fines and penalties referenced in Section 8.3 of these By-laws.

**6.21.6. Opportunity for Affordable Housing Property Tax Exemption**

A property owner who leases an Accessory Dwelling Unit affordably and in compliance with this By-law, as specified by the Special Act of 2010 and adopted by Wellfleet voters in May 2011 may apply to the agent designated by the Town Administrator to administer and monitor such units to receive an application for a property tax exemption.

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[ 8.3 Penalty is hereby amended and the following sections in bold are inserted therein.]

**8.3 Penalty** Any person violating any of the provisions of these Bylaws may be fined not more than \$50.00 for each offense, **except in the case of violations of Section 6.21 Accessory Dwelling Units, the fine shall be \$300.00 for each offense.** Each day that such violation continues shall constitute a separate offense.

**(Request of the Local Housing Partnership)**

**Selectboard: Recommends**

**SUMMARY:** The purpose of this bylaw is to enable an increase of year-round rental opportunities; to encourage greater diversity of housing types appropriate to residents with varying needs; and to support a stable and diverse year-round community with a robust local workforce.

Wellfleet's year-round housing crisis is well documented. The need for year-round rentals has become increasingly pressing as more and more year-round homes are converted to short term and seasonal use. There are often no year-round rentals available at any price. From young people and families to seniors and well-paid professionals, finding and keeping a year-round rental is less and less possible. Our shellfishing families are particularly vulnerable as they are required by regulations to be domiciled in Wellfleet. Businesses of all types and even the Town's departments struggle to find employees because of the high cost and lack of year-round housing. This will impact both residents and visitors as it is already affecting the quality of life and economic sustainability of the town.

This By-law would allow Accessory Dwelling Units (ADUs) which are additional, size-restricted dwellings, on a single lot with an existing dwelling or structure or other Principal use, in all Zoning districts if in compliance with all applicable By-laws and regulations. Properties in the National Seashore Park would require a Special Permit. Such dwellings can be no larger than 1,200 square feet of Livable Floor Area. Before an ADU can be used or occupied it must be registered with an agent designated by the Town

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Administrator to administer and monitor such units. Such units MUST be leased and occupied year-round with an Affidavit of Compliance filed annually with the Town by the property owner. ADUs do not have limits on who can rent based on income, and there is no set rent for ADUs. The property owner may lease the unit at market rates or may take advantage of the Affordable Housing Tax Exemption if leased affordably as determined by the Town. ADUs cannot be rented seasonally, weekly or daily. The property owner may live in the unit year-round themselves after filing the required Affidavit of Compliance.

**ARTICLE 46: Accessory Dwelling Units.** To see if the Town will vote to amend the Wellfleet Zoning Bylaw by:

delete 6.21 Affordable Accessory Dwelling Units of the Wellfleet Zoning By-laws and substitute the following sections in place thereof, and to amend the Table of Contents and Sections 2.1, 5.3, 5.46, 5.47, and 8.3 as follows.

**TABLE OF CONTENTS**

[Affordable Accessory Dwelling Units" is hereby deleted and "Accessory Dwelling Units" is substituted in place thereof.]

**SECTION II**

**2.1 DEFINITIONS**

[Dwelling, Affordable Accessory is hereby deleted and the following definition is substituted in place thereof.]

Dwelling, Accessory: a self-contained housing unit, inclusive of sleeping, cooking and sanitary facilities on the same lot as a principal dwelling or other principal structure that shall be leased year-round.

**5.3. Use Regulations**

[Table 5.3.1 is amended as follows: Insert Dwelling, Accessory between "Conversion of Dwelling Unit" and "Dwelling, Affordable". Delete ~~Dwelling Affordable Unit.~~"]

["P" is a permitted use". "A" is a use authorized under special permits.]

5.3.1 Residential	CD	R1	R2	NSP	C	C2
<b>Dwelling, Accessory</b>	<b>P</b>	<b>P</b>	<b>P</b>	<b>A</b>	<b>P</b>	<b>P</b>

Dwelling Affordable Accessory	A	A	A	A	A	A
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**5.4.6. Intensity of Use Application to Affordable Accessory Dwelling Units is hereby deleted and the following section is substituted in place thereof.]**

**5.4.6. Intensity of Use Application to Accessory Dwelling Units (ADU)**

An Accessory Dwelling Unit shall consist of a minimum of 200 square feet of Livable Floor Area.

[5.4. 7 Intensity of Use Application to the Conversion of Dwelling Units is hereby amended and the following section in bold is inserted.]

**5.4.7 Intensity of Use Application to the Conversion of Dwelling Units**

No dwelling unit shall be converted into two or more units unless each resulting unit consists of a minimum of 600 square feet of livable floor area; the external appearance of the structure is not changed; the front, side and rear yard requirements of the district in which located are met; and the lot area is not less per dwelling than the lot requirement of the district in which located, except in the case of an Accessory Dwelling Unit, as provided in Section 6.21 of these Zoning By-laws.

**6.21 Accessory Dwelling Unit (ADU)**

**6.21.1 Purpose: To enable an increase of year-round rental housing opportunities; to encourage greater diversity of housing types appropriate to residents with varying needs, and to support a stable and diverse year-round community and a robust local workforce.**

**6.21.2 Accessory Dwelling Unit (ADU)**

An Accessory Dwelling, as defined in Section 2.1 DEFINITIONS of the Wellfleet Zoning By-laws is an additional dwelling unit allowed on a single lot in all districts of the Town if in compliance with all Town, Commonwealth of Massachusetts and Federal statutes, by-laws and regulations where applicable.

**6.21.2.1 Accessory Dwelling Units may be allowed either as a Detached Building, or as a separate dwelling unit within or attached to a Dwelling, a building used for a Principal Use; or in any Accessory Building, as defined in Section 2.1 DEFINITIONS of the Wellfleet Zoning By-laws.**

**6.21.2.2 Accessory Dwelling Units shall be no larger than one thousand two hundred (1,200) square feet of Livable Floor Area as that term is defined in Section 2.1 DEFINITIONS of the Wellfleet Zoning By-laws.**

**6.21.2.3. Ownership of an Accessory Dwelling Unit cannot be separated from that of the principal use.**

**6.21.2.4. The rights and requirements of this By-law shall be transferred upon any transfer of ownership of a property containing an Accessory Dwelling Unit built under the provisions of this By-law.**

**6.21.2.5. A property owner may choose to cease to use an Accessory Dwelling Unit by formally reporting its change in use to the agent designated by the Town Administrator to administer and monitor such units and altering it to meet the requirements of a permitted use. The agent will then register this change in use with the Building Inspector, the Health Agent and the Town Assessor.**

**6.21.3 Procedure**

**6.21.3.1 The property owner shall apply for and receive a Building Permit for an Accessory Dwelling Unit from the Building Inspector before construction or use may begin:**

**6.21.3.2 Once an Accessory Dwelling Unit has received a Certificate of Occupancy, it shall not be occupied or used until registered with the agent designated by the Town Administrator to administer and monitor such units who will maintain a current record of such units and register them with the Town's Assessor, Building Department, and Health Department.**

**6.21.4 Monitoring**

**An Affidavit of Compliance signed by the property owner shall be submitted initially, when the unit is first occupied or used, and then annually, on September 1st or the nearest business day, to the agent designated by the Town Administrator to monitor and administer such Units to confirm that the Accessory Dwelling Unit or Units are being leased for a minimum of a year, and not otherwise leased or occupied for any other purpose, and that they shall be used as a dwelling, according to the standards and conditions of this By-law.**

**6.21.5. Opportunity for Affordable Housing Property Tax Exemption**

**A property owner who leases an Accessory Dwelling Unit affordably and in compliance with this By-law, as specified by the Special Act of 2010 and adopted by Wellfleet voters in May 2011 may apply to the agent designated by the Town Administrator to administer and monitor such units to receive an application for a property tax exemption.**

**6.21.6. Enforcement and Penalties**

**Upon a written determination by the Building Inspector that the property owner has failed to comply with these provisions the property owner shall bring the unit or units into compliance within thirty (30) days of such written notice pursuant to Massachusetts General Law Chapter 40A Section 7. In addition, the Building Inspector shall impose any and all fines and penalties referenced in Section 8.3 of these By-laws.**

**[ 8.3 Penalty is hereby amended and the following sections in bold are inserted therein.]**

**8.3 Penalty Any person violating any of the provisions of these By-laws may be fined not more than**

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\$50.00 for each offense, except in the case of violations of Section 6.21 Accessory Dwelling Units the fine shall be \$300.00 for each offense. Each day that such violation continues shall constitute a separate offense.

Selectboard :Recommends

Planning Board: Recommends

Housing Authority: Recommends

Local Housing Partnership: Recommends

ARTICLE 47A: Amend Animal Control Bylaw. To see if the Town will vote to amend general bylaw Article XV Animal Control Bylaw as follows:

ARTICLE XV ANIMAL CONTROL

Commented [HST16]: Needs a preamble.

15.1 Purpose

The purpose of these by-laws is the control of animals to prevent injury to property, persons and animals.

15.2 Administration

The Selectboard shall appoint an Animal Control Officer who, in addition to any other authorized enforcement officers, shall be responsible for the enforcement of these by-laws.

15.3 Definitions

For the purposes of this Bylaw, the following terms shall have the following definitions:

**Adequate shelter** - Means a structure that is large enough for the animal to stand naturally, turn around and lie down inside of the structure without being exposed to the elements of weather. The roof and walls of the structure are waterproof and windproof. Bedding must be kept dry and changed regularly to preserve insulating qualities. Insulation and an inner wall must be included in shelter for dogs with short fur (example: Pointers, Staffordshire Terriers, Boxers, Labrador Retrievers) to provide adequate protection from cold. During cold weather a moveable flap must be placed over the entrance to a shelter to preserve the animal's body heat. Adequate shelter from sun may be provided by a tarp placed in a manner to provide deep shade and allow air to pass through for ventilation.

**Beach** – The zone above the water line at a shore of a body of water, marked by an accumulation of sand, stone, or gravel that has been deposited by the tide or waves.

**Domesticated Animal** – Any of various animals that have been tamed and made fit for a human environment.

**Keeper** – Any person, other than the owner, possessing, harboring, keeping, or having control or custody of a dog either permanently or on a temporary basis. If a person under the age of 18 owns or keeps a dog, that person's custodial parent(s) or legal guardian(s) shall be responsible for complying with the requirements of these by-laws.

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**Kennel, commercial** – A kennel maintained as a business where four (4) or more dogs three (3) months of age or older are kept for the breeding, boarding, sale, in-residence training, grooming or other business purposes, and including any shop where dogs are on sale or a kennel of ten (10) or more dogs regardless of the purpose for which the kennel is maintained.

**Kennel, residential** - Means a collection of four (4) up to and including nine (9) dogs, three (3) months of age or older, owned or kept on a single premises, maintained for any non-commercial purpose except for the sale of one litter per year; provided, however, that a veterinary hospital shall not be considered a kennel unless it contains an area for the selling or boarding of dogs for other than medical purposes.

**Dangerous Dog** - Any dog that attacks, bites or injures any human or domesticated animal without provocation or which, because of its temperament, conditioning or training, has a propensity to attack, bite or injure humans or domesticated animals.

**Licensing Period** – The licensing period means the time between January 1<sup>st</sup> and the following December 31<sup>st</sup> of each year, both dates inclusive.

[Delete Town of Wellfleet General Bylaws, Article III ~~Section 25 “Dog Leash Bylaw”~~ with the following: **Section 15.4 Dogs Must Be Leashed**]

**Section 15.4 Dogs Must Be Leashed** ~~No person shall permit a dog to enter within the boundaries of any cemetery in the Town of Wellfleet.~~ All dogs within the territorial limits of the Town of Wellfleet shall be restrained by a leash unless confined to the property of their owners. Any dog found running at large will be removed and impounded. The owner of any dog so removed is also liable for boarding expenses at the pound at the established rate. The Town of Wellfleet Police Department (including special officers), the Animal Control Officer, and any other officials whom the Selectboard may from time to time designate shall have the authority to enforce this Section.

**Penalties shall be imposed as per Section 15.11.2 (c).**

**Section 15.5 Barking and Other Noise Caused by Dogs**

No person owning, keeping or otherwise responsible for a dog shall allow said animal to annoy another person’s reasonable right to peace or privacy by making loud or other continuing noise, where such noise is plainly audible at a distance of one hundred (100) feet from the building, premises, vehicle, or other means of conveyance or housing of said dog, or where such noise is continuing for fifteen (15) minutes. The fact that such noise is plainly audible at said distance or continuing in excess of fifteen (15) minutes on a daily basis shall be prima facie evidence of a violation.

**Penalties shall be imposed as per Section 15.11.2 (c).**

**Section 15.6 Dog Waste Removal**

All dog owners, keepers or persons having control of a dog are responsible for immediately removing and disposing of all solid wastes produced by said dog on any property (other than the property of the dog owner) in a sanitary manner and where it will not cause pollution, either directly or indirectly.



No written warning shall be given.

Penalties shall be imposed as per Section 15.11.2.(b).

15.7 No animal may be left unattended in a parked vehicle at any time of year.

**15.8 Licensing and Regulation of Dangerous Dogs**

**15.8.1 Determination of a Dog Being Dangerous**

The Animal Control Officer shall investigate all complaints made to the Animal Control Officer, the Town of Wellfleet Police Department, ~~the Selectboard~~, or the Town Administrator that any dog owned or kept within the Town of Wellfleet has attacked, bitten, or injured any person or domesticated animal, or which by its temperament, conditioning or training has a propensity to attack, bite or injure persons or domesticated animals.

15.8.2. The Animal Control Officer is authorized to make whatever inquiry is deemed necessary to determine the accuracy of said complaint, and if the Animal Control Officer determines that the complaint is accurate, the Officer may find that the dog is **dangerous** and may make such orders as he or she deems necessary to ensure compliance with the provisions of this By-law and to promote public safety.

15.8.3 Upon determination by the Animal Control Officer that a dog is **dangerous**, the Animal Control Officer shall issue a written order to the owner or keeper of said dog concerning the restraint or disposal of such dog as they may deem necessary. At a minimum, said order shall state that the dog has been determined to be **dangerous** and shall require the owner or keeper of such dog to comply with the requirements of this Bylaw. ~~Section 15.4, Subsection B of these by-laws.~~

15.8.4. Without limiting the generality of the foregoing, the Animal Control Officer may order ~~that said dog be permanently removed from the Town of Wellfleet~~, that said dog be humanely euthanized in accordance with the provisions of Massachusetts General Laws, Chapter 140, Section 151A, or that said dog be confined in accordance with such limitations as the Animal Control Officer deems appropriate. If an order to euthanize is issued, a certificate must be provided to the Animal Control Officer confirming the action was carried out. If the Animal Control Officer determines that the dog is to be permanently **given or sold to new owner**, ~~removed~~, the **new** owner or keeper shall provide the Animal Control Officer with the name, address, and telephone number of the new owner or keeper of the dog.

15.8.5 The owner or keeper of any dog determined to be **dangerous** by the Animal Control Officer may request a hearing before the **Selectboard**. Said request shall be in writing and received by the **Selectboard** within five (5) business days of the owner's or keeper's receipt of the Animal Control Officer's order. A copy of the hearing request shall also be delivered to the Animal Control Officer. The hearing request shall include an explanation of the measures that the owner or keeper intends to take to protect public safety pending disposition of the matter by the **Selectboard**. If the **Selectboard** determines that the measures described are inadequate, it may order that said dog be impounded, at the owner's or keeper's expense, until such time as the **Selectboard** rules otherwise.

15.8.6 After a hearing, at which those testifying shall be sworn under oath, the **Selectboard** may affirm the order, reverse or nullify the order, or issue any such order as it deems necessary to

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ensure compliance with the provisions of these by-laws and the protection of public safety. The determination of the **Selectboard** after a hearing shall be final.

**15.8.7.** Nothing in this by-law is intended to limit or restrict the authority of the **Selectboard** to act in accordance with Massachusetts General Laws, Chapter 140, Sect.157.

### **15.9 Control of Dangerous Dogs**

**15.9.1.** The Animal Control Officer shall notify the Town Clerk of all dogs determined to be **dangerous**, pursuant to the terms of this By-law.

**15.9.2.** The owner or keeper of any dog determined to be dangerous in accordance with ~~Subsection A of Section 15.4 of this By-law~~, which has not been ordered euthanized or permanently removed, shall re-license said dog as "**dangerous**" within thirty days of such determination. A unique licensing number shall be assigned to **such a dog** by the Town Clerk. That number shall be noted in the Town licensing files.

**15.9.3.** No **dangerous** dog shall be licensed by the Town of Wellfleet for any licensing period unless the owner or keeper of such vicious dog displays a sign not to exceed one square foot on his or her premises warning that there is a **dangerous** dog on the premises. The sign shall be visible and capable of being read from the public or private roadway.

**15.9.4.** All **dangerous** dogs shall be confined in an enclosure approved in writing by the Animal Control Officer. It shall be unlawful for any owner or keeper to maintain a **dangerous** dog upon any premises which does not have a locked enclosure or for any owner or keeper to allow any **such** dog to be outside of the dwelling of the owner or outside of the enclosure, unless it is necessary for the owner or keeper to obtain veterinary care for the ~~vicious~~ dog, or to sell or give away the ~~vicious~~ dog or to comply with the orders or directions of the Animal Control Officer and/or the **Selectboard** with respect to the ~~vicious~~ dog, or to comply with the provisions of these by-laws. In such event, the **dangerous** dog shall be securely muzzled and restrained with a chain having a minimum tensile strength of three hundred (300) pounds and not exceeding three (3) feet in length, and shall be under the direct control and supervision of the owner or keeper of the ~~vicious~~ dog. **Dangerous** dogs shall not be permitted to run loose on any public or private way or any area within the Town of Wellfleet that is open to the general public, including but not limited to parks and beaches.

**15.9.5 License Revocation** – If the Animal Control Officer determines that a **dangerous** dog is being kept in the Town in violation of these by-laws or any order issued by the Animal Control Officer, of the **Selectboard**, or of any Court, the Animal Control Officer shall so notify the **Selectboard**. After giving notice to the owner or keeper of the hearing, the **Selectboard** shall hold a public hearing on whether to revoke the license of said dog or to take further action including ~~banning the dog from the Town or~~ euthanizing the dog. If the **Selectboard** revokes the license of said dog and does not order it to be euthanized, they shall notify the owner or keeper of the dog and the Town Clerk within ten (10) days that said dog will be impounded and euthanized if it is found within the Town after the succeeding seven days. The Animal Control Officer or any Town of Wellfleet police officer shall seize and impound any **dangerous** dog found outside of its enclosure in violation of this By-law or any order issued by the Animal Control Officer, **Selectboard** or any Court.

### **15.10 Kennel Licenses, Inspection, and Regulation.**

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**15.10.1 Requirement for Kennel License** Any owner or keeper of four (4) up to and including nine (9) dogs, three (3) months of age or older, being maintained at a premises, shall secure a Residential Kennel License. The Town Clerk shall not issue a Residential Kennel License unless the owner or keeper provides the Town Clerk with a veterinarian's certificate verifying that each dog three (3) months of age or older is currently vaccinated against rabies. Any owner or keeper of ten (10) or more dogs, three (3) months of age or older, or of a premises maintained as a commercial kennel, shall obtain a Commercial Kennel License.

**15.10.2 Application and Issuance of Kennel License and Fees:** A Residential or Commercial Kennel License shall be issued annually by the Town Clerk upon written application by an owner or keeper of dogs and after inspection of the kennel and a determination, made by the Animal Control Officer, that the basic standards of cleanliness, proper care, confinement and adequate shelter of said dogs exist on the premises. The name and address of the owner or keeper of each dog kept in any kennel, if other than the person maintaining the kennel, and a veterinarian's certificate verifying that each dog, three (3) months of age or older, is currently vaccinated against rabies and kennel cough, shall be kept on file on the premises and available for inspection by the Animal Control Officer or any authorized persons. Such license shall be in the form prescribed by the Town Clerk.

The Residential Kennel License fee shall be fifty dollars (\$50.00). The Commercial Kennel License fee shall be one hundred fifty dollars (\$150.00). The Town Clerk shall, upon application, issue without charge a Commercial Kennel License to any domestic charitable corporation, incorporated exclusively for the purpose of protecting animals from cruelty, neglect or abuse, and for the relief of suffering among animals. The holder of a license for a kennel shall cause each dog kept therein to wear, while it is at large, a collar or harness of leather or other suitable material, to which shall be securely attached a tag upon which shall appear the current dog license information of the town of where the dog resides. A veterinary hospital shall not be considered a kennel unless it contains an area for the selling or boarding of dogs for other than medical purposes, in which case it shall apply for a Commercial Kennel License. The license period for a kennel license shall be from January 1 to December 31, inclusive. Kennel licenses are non-transferrable.

**15.10.3 Inspection** The Animal Control Officer, Animal Health Inspector, or any agent authorized by the Town may at any reasonable time inspect any kennel or premises for which a Residential or Commercial Kennel License has been issued.

**15.10.4 Loss of Kennel License** If the Animal Control Officer, Animal Health Inspector, or other authorized agent, after inspection, determines that the kennel or premises that are the subject of a kennel license are not kept in a sanitary or humane condition, or if records are not kept as required by law, the inspecting officer shall notify the **Selectboard** of that determination and the facts upon which it is based. The **Selectboard** may, by order after a hearing, revoke or suspend such license. If a license has been revoked or suspended, the license may be reinstated after inspection and a reinstatement order by the **Selectboard** after a new hearing.

**15.10.5 Procedure for Complaint to the Selectboard** Upon written petition of any person or persons, filed with the **Selectboard**, setting forth that they are aggrieved or annoyed to an unreasonable extent by one or more dogs at a kennel because of excessive barking or **dangerous** disposition of said dogs, or other conditions connected with such kennel constituting a public nuisance, said **Selectboard**, within seven (7) days after the filing of such a petition, shall give

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notice to the owner or keeper of the kennel, the petitioner(s), and any other person the **Selectboard** determine should be given notice, of a public hearing to be held within fourteen (14) days after the date of such notice. Said notice shall also be posted on a Town bulletin board. Within seven (7) days after such public hearing, said **Selectboard** shall make an order either revoking or suspending such kennel license, or otherwise regulating said kennel or premises, or dismissing said petition.

**15.10.6 Petition for Relief to Court** The holder of a kennel license or other person who is the subject of an order under Section 15.5 may petition the district court for relief in accordance with Massachusetts General Laws, Chapter 140, Section 137C.

See Section 15.10 **Fines and Penalties**. ~~1. Fines—Any person maintaining a residential or commercial kennel after the license has been so revoked, or while such license is so suspended, or who has failed to obtain a license for the kennel in violation of this By-law, Section 15.5, may be punished by a fine of fifty dollars (\$50.00) for each day in violation of this By-law.~~

**15.11. Fines and Penalties**

**15.11.1 Criminal Disposition** - In addition to any other legal remedies that may be available, the Animal Control Officer or other designated enforcing person, may enforce this By-law by Non-Criminal Disposition. If a Non-Criminal Disposition process, as provided in Massachusetts General Laws, Chapter 40, Section 21D and the Town's Non-Criminal disposition By-law is elected, then any person who violates the provisions of **ARTICLE XV**, Section §15. of the Town's General By-laws shall be subject to the following enforcement fines and penalties.

The enforcing officer may give a written warning for the first offense or shall impose the following fines:

<b>First Offense</b>	<b>\$50.00</b>
<b>Second Offense</b>	<b>\$100.00</b>
<b>Third Offense</b>	<b>\$300.00</b>

**Fourth and subsequent offenses**     **\$500.00**

Each violation on different days, or ~~portion thereof~~ at different times of the same day, shall constitute a separate offense. If there is more than one type of violation, each provision violated shall constitute a separate offense.

**15.11.2** These penalties shall apply to all violations of Wellfleet's General Bylaws, **ARTICLE XV ANIMAL CONTROL**, Section 15 except that:

**(a.) Section 15.5 Dog Waste Removal** : Owners or keepers of dogs found to be in violation shall be fined immediately as a First Offense and subsequently as listed for the Second, Third, Forth and subsequent offenses, with no written warning. Each violation on different days, or at different times on the same day, shall constitute a separate offense.

**(b.) Section 15.9 Kennel Licenses, Inspection and Regulation**: Kennel owners shall be subject to a penalty in the amount of fifty dollars (\$50.00) per day for each day of violation. Each

violation on different days or at different times of the same day, shall constitute a separate offense. If there is more than one type of violation, each provision violated shall constitute a separate offense.

(c.) Sections 15.4 Dogs Must Be Leashed and 15.5 Barking and Other Noise Caused by Dogs: Owners or keepers of dogs found to be in violation shall be given a warning and subsequently fined \$50.00 for each offense. Each violation on different days, or at different times on the same day, shall constitute a separate offense.

**Selectboard: Recommends**

**Cemetery Commissioners: Recommend 2-1**

**SUMMARY:** Most of the substantive changes in this Bylaw will bring it into compliance with recent changes in Massachusetts General Law. For example:

- The State now uses the term “dangerous”, not “vicious”.
- A dangerous dog can no longer simply be removed from the Town, but may be given away or sold, if the Dangerous Dog restrictions and obligations are carried out by the new owner.
- The State’s penalty fees for certain violations are what are included in our Section 15.7; we cannot be more lenient. In addition, these fines already exist in our Beach Regulations and should not be in conflict with them.
- The State now prohibits leaving an animal unattended in a vehicle at *any* time of year.
- Many of the State’s laws regarding domestic animal management can be found in MGL Chapter 140, §136-174F.

In addition:

- The State does not prohibit dogs from being walked in cemeteries.
- One of our existing General By-laws, “Section 25 Dog Leash Bylaw”, has been moved to this Animal Control section for clarity and convenience.
- The term “Board of Selectmen” has been changed to “Selectboard” throughout, to reflect changes in our Charter.

**SECTION VII: STANDARD ANNUAL ARTICLES**

(Voted on together as part of a consent agenda.)

**ARTICLE 48:** To see if the Town will vote to authorize the Town Administrator or the Town Administrator’s designee to dispose of the following articles of personal property by trade in or sale, or do or act anything thereon.

*Majority vote required.*

Commented [HT17]: Gender neutral language

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**Selectboard:** Recommends 5-0.  
**Finance Committee**

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

**ARTICLE 49:** To see if the Town will vote in accordance with G. L. c. 41, §38 to authorize the Town Collector to use all means for collecting taxes, which the Treasurer may use when appointed Collector, or do or act anything thereon.

*Majority vote required.*

**Selectboard:** Recommends 5-0.

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

**ARTICLE 50:** To see if the Town will vote to assume liability in the manner provided by G. L. c. 91, §29 and 29A, as most recently amended, for damage that may be incurred for work to be performed by the Department of Environmental Protection of Massachusetts for improvement, development, maintenance and protection of tidal and non-tidal rivers and streams, great ponds, harbors, tidewaters, foreshores and shores along a public beach, excluding the Herring River and Herring River Dike, in accordance with G. L. c. 91, §11, and to authorize the Selectmen to execute and deliver a bond of indemnity therefore to the Commonwealth, or do or act anything thereon.

*Majority vote required.*

**Selectboard:** Recommends 5-0.

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

~~**ARTICLE 51:** To see if the Town will vote pursuant to the provisions of G. L. c. 71, §16B, to reallocate the sum of the Town's required local contributions to the Nauset Regional School District in accordance with the Nauset Regional School District Agreement, rather than according to the formula of the Education Reform Act, so-called, for fiscal year 2021, or do or act anything thereon. To see if the Town will vote to accept the provisions of Massachusetts General Law chapter 71, & 16B, which would reallocate the sum of the member Towns'~~

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contribution to the Nauset Regional School District in accordance with the Regional Agreement rather than the Education reform Formula, so-called, or to take any other action relative thereto.

(Request of Nauset Regional School Committee)

**Majority vote required.**

**Commented [HST18]:** Replaced article text with the language requested by the Regional School Committee.

**Selectboard: Recommends 5-0.**

**Nauset Regional School Committee:**

**SUMMARY:** This annual request would apportion the operating budget of the Nauset Regional School District on a per pupil basis, rather than the Education Reform Act Formula. The Article will apportion the Nauset Regional School District Assessment for Fiscal 2021 to the four-member Towns based on their proportionate enrollment within the school district. This is the method provided within the inter-municipal agreement approved by the four towns establishing the Nauset Regional School District and has been applied in each of the past fifteen years by Town Meeting vote.

**SECTION IX: STANDARD CLOSING ARTICLES**

**ARTICLE 52:** To hear reports of the Selectmen, Town Officers, and all other Committees and to act thereon, or do or act anything thereon.

**Selectboard: Recommends 5-0.**

**ARTICLE 53:** To act on any other business that may legally come before the meeting.

**Selectboard: Recommends 5-0**

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

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**FY 2022 CAPITAL BUDGET**

<u>Department</u>	<u>Request</u>	<u>Raise &amp;</u>		<u>Other</u>
		<u>FY2022</u>	<u>Appropriate</u>	
179 Shellfish Dept.	F150 Pick UP Truck	\$24,000	\$24,000	Shellfish Fund
215 Fire & Rescue	Ambulance Replacement	\$340,000	\$340,000	Ambulance Fund
215 Fire & Rescue	Mobile Terminal Replacement	\$25,000	\$25,000	Ambulance Fund
417 DPW Facilities	Town Hall Railing Replacement	\$6,000	\$6,000	





**ARTICLE 47A: Amend Animal Control Bylaw.** To see if the Town will vote to delete amend general bylaw by deleting Article III Section 25 Dog Leash Bylaw and by amending Article XV Animal Control Bylaw striking the existing text and replacing it with the following:

## **ARTICLE XV ANIMAL CONTROL**

### **15.1 Purpose**

The purpose of these by-laws is the control of animals to prevent injury to property, persons and animals.

### **15.2 Administration**

The Selectboard shall appoint an Animal Control Officer who, in addition to any other authorized enforcement officers, shall be responsible for the enforcement of these by-laws.

### **15.3 Definitions**

For the purposes of this bylaw, the following terms shall have the following definitions:

**Adequate shelter** - Means a structure that is large enough for the animal to stand naturally, turn around and lie down inside of the structure without being exposed to the elements of weather. The roof and walls of the structure are waterproof and windproof. Bedding must be kept dry and changed regularly to preserve insulating qualities. Insulation and an inner wall must be included in shelter for dogs with short fur (example: Pointers, Staffordshire Terriers, Boxers, Labrador Retrievers) to provide adequate protection from cold. During cold weather a moveable flap must be placed over the entrance to a shelter to preserve the animal's body heat. Adequate shelter from sun may be provided by a tarp placed in a manner to provide deep shade and allow air to pass through for ventilation.

**Beach** – The zone above the water line at a shore of a body of water, marked by an accumulation of sand, stone, or gravel that has been deposited by the tide or waves.

**Domesticated Animal** – Any of various animals that have been tamed and made fit for a human environment.

**Keeper** – Any person, other than the owner, possessing, harboring, keeping, or having control or custody of a dog either permanently or on a temporary basis. If a person under the age of 18 owns or keeps a dog, that person's custodial parent(s) or legal guardian(s) shall be responsible for complying with the requirements of these by-laws.

**Kennel, commercial** – A kennel maintained as a business where four (4) or more dogs three (3) months of age or older are kept for the breeding, boarding, sale, in-residence training, grooming or other business purposes, and including any shop where dogs are on sale or a kennel of ten (10) or more dogs regardless of the purpose for which the kennel is maintained.

**Kennel, residential** - Means a collection of four (4) up to and including nine (9) dogs, three (3) months of age or older, owned or kept on a single premises, maintained for any non-commercial purpose except for the sale of one litter per year; provided, however, that a veterinary hospital shall not be considered a kennel unless it contains an area for the selling or boarding of dogs for other than medical purposes.

**Dangerous Dog** - Any dog that attacks, bites or injures any human or domesticated animal without provocation or which, because of its temperament, conditioning or training, has a propensity to attack, bite or injure humans or domesticated animals.

**Licensing Period** – The licensing period means the time between January 1<sup>st</sup> and the following December 31<sup>st</sup> of each year, both dates inclusive.

**Section 15.4 Dogs Must Be Leashed.** All dogs within the territorial limits of the Town of Wellfleet shall be restrained by a leash unless confined to the property of their owners. Any dog found running at large will be removed and impounded. The owner of any dog so removed is also liable for boarding expenses at the pound at the established rate. The Town of Wellfleet Police Department (including special officers), the Animal Control Officer, and any other officials whom the Selectboard may from time to time designate shall have the authority to enforce this Section.

**Section 15.5 Dog Waste Removal.** All dog owners, keepers or persons having control of a dog are responsible for immediately removing and disposing of all solid wastes produced by said dog on any property (other than the property of the dog owner) in a sanitary manner and where it will not cause pollution, either directly or indirectly.

No written warning shall be given.

Penalties shall be imposed as per Section 15.11.2. (b)

**Section 15.6. Barking and Other Noise Caused by Dogs.** No person owning, keeping or otherwise responsible for a dog shall allow said animal to annoy another person's reasonable right to peace or privacy by making loud or other continuing noise, where such noise is plainly audible at a distance of 100 feet from the building, premises, vehicle, or other means of conveyance or housing of said dog, or where such noise is continuing for fifteen (15) minutes. The fact that such noise is plainly audible at said distance or continuing in excess of fifteen (15) minutes on a daily basis shall be prima facie evidence of a violation.

**Section 15.7. No dog may be left unattended in a parked vehicle at any time of year.**

**Section 15.8 Licensing and Regulation of Dangerous Dogs.**

**Section 15.8.1. Determination of a Dog Being Dangerous.** The Animal Control Officer shall investigate all complaints made to the Animal Control Officer, the Town of Wellfleet Police Department, the Selectboard, or the Town Administrator that any dog owned or kept within the Town of Wellfleet has attacked, bitten, or injured any person or domesticated animal, or which by its temperament, conditioning or training has a propensity to attack, bite or injure persons or domesticated animals.

**Section 15.8.2.** The Animal Control Officer is authorized to make whatever inquiry is deemed necessary to determine the accuracy of said complaint, and if the Animal Control Officer determines that the complaint is accurate, the Officer may find that the dog is dangerous and may make such orders as he or she deems necessary to ensure compliance with the provisions of this By-law and to promote public safety.

**Section 15.8.3.** Upon determination by the Animal Control Officer that a dog is dangerous, the Animal Control Officer shall issue a written order to the owner or keeper of said dog concerning the restraint or disposal of such dog as they may deem necessary. At a minimum, said order shall state that the dog has been determined to be dangerous and shall require the owner or keeper of such dog to comply with the requirements of this Bylaw.

**Section 15.8.4.** Without limiting the generality of the foregoing, the Animal Control Officer may order that said dog be humanely euthanized in accordance with the provisions of Massachusetts General Laws, Chapter 140, Section 151A, or that said dog be confined in accordance with such limitations as the Animal Control Officer deems appropriate. If an order to euthanize is issued, a certificate must be

provided to the Animal Control Officer confirming the action was carried out. If the Animal Control Officer determines that the dog is to be permanently given or sold to new owner, ~~removed~~, the new owner or keeper shall provide the Animal Control Officer with the name, address, and telephone number of the new owner or keeper of the dog.

**Section 15.8.5.** The owner or keeper of any dog determined to be dangerous by the Animal Control Officer may request a hearing before the Selectboard. Said request shall be in writing and received by the Selectboard within five (5) business days of the owner's or keeper's receipt of the Animal Control Officer's order. A copy of the hearing request shall also be delivered to the Animal Control Officer. The hearing request shall include an explanation of the measures that the owner or keeper intends to take to protect public safety pending disposition of the matter by the Selectboard. If the Selectboard determines that the measures described are inadequate, it may order that said dog be impounded, at the owner's or keeper's expense, until such time as the Selectboard rules otherwise.

**Section 15.8.6.** After a hearing, at which those testifying shall be sworn under oath, the Selectboard may affirm the order, reverse or nullify the order, or issue any such order as it deems necessary to ensure compliance with the provisions of these by-laws and the protection of public safety. The determination of the Selectboard after a hearing shall be final.

**Section 15.8.7.** Nothing in this by-law is intended to limit or restrict the authority of the Selectboard to act in accordance with Massachusetts General Laws, Chapter 140, Sect.157.

### **Section 15.9. Control of Dangerous Dogs.**

**Section 15.9.1.** The Animal Control Officer shall notify the Town Clerk of all dogs determined to be dangerous, pursuant to the terms of this By-law.

**Section 15.9.2.** The owner or keeper of any dog determined to be dangerous in accordance with this By-law, which has not been ordered euthanized, shall re-license said dog as "dangerous" within thirty days of such determination. A unique licensing number shall be assigned to such a dog by the Town Clerk. That number shall be noted in the Town licensing files.

**Section 15.9.3.** No dangerous dog shall be licensed by the Town of Wellfleet for any licensing period unless the owner or keeper of such vicious dog displays a sign not to exceed one square foot on his or her premises warning that there is a dangerous dog on the premises. The sign shall be visible and capable of being read from the public or private roadway.

**Section 15.9.4.** All dangerous dogs shall be confined in an enclosure approved in writing by the Animal Control Officer. It shall be unlawful for any owner or keeper to maintain a dangerous dog upon any premises which does not have a locked enclosure or for any owner or keeper to allow any such dog to be outside of the dwelling of the owner or outside of the enclosure, unless it is necessary for the owner or keeper to obtain veterinary care for the vicious dog, or to sell or give away the vicious dog or to comply with the orders or directions of the Animal Control Officer and/or the Selectboard with respect to the vicious dog, or to comply with the provisions of these by-laws. In such event, the dangerous dog shall be securely muzzled and restrained with a chain having a minimum tensile strength of three hundred (300) pounds and not exceeding three (3) feet in length, and shall be under the direct control and supervision of the owner or keeper of the vicious dog. Dangerous dogs shall not be permitted to run loose on any public or private way or any area within the Town of Wellfleet that is open to the general public, including but not limited to parks and beaches.

**Section 15.9.5. License Revocation.** If the Animal Control Officer determines that a dangerous dog is being kept in the Town in violation of these by-laws or any order issued by the Animal Control Officer, of the Selectboard, or of any Court, the Animal Control Officer shall so notify the Selectboard. After

giving notice to the owner or keeper of the hearing, the Selectboard shall hold a public hearing on whether to revoke the license of said dog or to take further action including euthanizing the dog. If the Selectboard revokes the license of said dog and does not order it to be euthanized, they shall notify the owner or keeper of the dog and the Town Clerk within ten (10) days that said dog will be impounded and euthanized if it is found within the Town after the succeeding seven days. The Animal Control Officer or any Town of Wellfleet police officer shall seize and impound any dangerous dog found outside of its enclosure in violation of this By-law or any order issued by the Animal Control Officer, Selectboard or any Court.

#### **Section 15.10. Kennel Licenses, Inspection, and Regulation.**

**Section 15.10.1. Requirement for Kennel License.** Any owner or keeper of four (4) up to and including nine (9) dogs, three (3) months of age or older, being maintained at a premises, shall secure a Residential Kennel License. The Town Clerk shall not issue a Residential Kennel License unless the owner or keeper provides the Town Clerk with a veterinarian's certificate verifying that each dog three (3) months of age or older is currently vaccinated against rabies. Any owner or keeper of ten (10) or more dogs, three (3) months of age or older, or of a premises maintained as a commercial kennel, shall obtain a Commercial Kennel License.

**Section 15.10.2. Application and Issuance of Kennel License and Fees.** A Residential or Commercial Kennel License shall be issued annually by the Town Clerk upon written application by an owner or keeper of dogs and after inspection of the kennel and a determination, made by the Animal Control Officer, that the basic standards of cleanliness, proper care, confinement and adequate shelter of said dogs exist on the premises. The name and address of the owner or keeper of each dog kept in any kennel, if other than the person maintaining the kennel, and a veterinarian's certificate verifying that each dog, three (3) months of age or older, is currently vaccinated against rabies and kennel cough, shall be kept on file on the premises and available for inspection by the Animal Control Officer or any authorized persons. Such license shall be in the form prescribed by the Town Clerk.

The Residential Kennel License fee shall be fifty dollars (\$50.00). The Commercial Kennel License fee shall be one hundred fifty dollars (\$150.00). The Town Clerk shall, upon application, issue without charge a Commercial Kennel License to any domestic charitable corporation, incorporated exclusively for the purpose of protecting animals from cruelty, neglect or abuse, and for the relief of suffering among animals. The holder of a license for a kennel shall cause each dog kept therein to wear, while it is at large, a collar or harness of leather or other suitable material, to which shall be securely attached a tag upon which shall appear the current dog license information of the town of where the dog resides. A veterinary hospital shall not be considered a kennel unless it contains an area for the selling or boarding of dogs for other than medical purposes, in which case it shall apply for a Commercial Kennel License. The license period for a kennel license shall be from January 1 to December 31, inclusive. Kennel licenses are non-transferrable.

**Section 15.10.3. Inspection.** The Animal Control Officer, Animal Health Inspector, or any agent authorized by the Town may at any reasonable time inspect any kennel or premises for which a Residential or Commercial Kennel License has been issued.

**Section 15.10.4. Loss of Kennel License.** If the Animal Control Officer, Animal Health Inspector, or other authorized agent, after inspection, determines that the kennel or premises that are the subject of a kennel license are not kept in a sanitary or humane condition, or if records are not kept as required by law, the inspecting officer shall notify the Selectboard of that determination and the facts upon which it is based. The Selectboard may, by order after a hearing, revoke or suspend such license. If a license has been revoked or suspended, the license may be reinstated after inspection and a reinstatement order by the Selectboard after a new hearing.

**Section 15.10.5. Procedure for Complaint to the Selectboard.** Upon written petition of any person or persons, filed with the Selectboard, setting forth that they are aggrieved or annoyed to an unreasonable extent by one or more dogs at a kennel because of excessive barking or dangerous disposition of said dogs, or other conditions connected with such kennel constituting a public nuisance, said Selectboard, within seven (7) days after the filing of such a petition, shall give notice to the owner or keeper of the kennel, the petitioner(s), and any other person the Selectboard determine should be given notice, of a public hearing to be held within fourteen (14) days after the date of such notice. Said notice shall also be posted on a Town bulletin board. Within seven (7) days after such public hearing, said Selectboard shall make an order either revoking or suspending such kennel license, or otherwise regulating said kennel or premises, or dismissing said petition.

**Section 15.10.6. Petition for Relief to Court.** The holder of a kennel license or other person who is the subject of an order under Section 15.5E may petition the district court for relief in accordance with Massachusetts General Laws, Chapter 140, Section 137C.

**Section 15.11. Fines and Penalties.**

**Section 15.11.1. Criminal Disposition.** In addition to any other legal remedies that may be available, the Animal Control Officer or other designated enforcing person, may enforce this By-law by Non-Criminal Disposition. If a Non-Criminal Disposition process, as provided in Massachusetts General Laws, Chapter 40, Section 21D and the Town's Non-Criminal disposition By-law is elected, then any person who violates the provisions of ARTICLE XV, Section §15. of the Town's General By-laws shall be subject to the following enforcement fines and penalties.

The enforcing officer may give a written warning for the first offense or shall impose the following fines:

First Offense	\$50.00
Second Offense	\$100.00
Third Offense	\$300.00
Fourth and subsequent offenses	\$500.00

Each day or portion thereof shall constitute a separate offense. If more than one, each provision violated shall constitute a separate offense.

Section 15.11.2. These penalties shall apply to all violations of Wellfleet's General Bylaws, ARTICLE XV ANIMAL CONTROL, Section 15 except that:

(a.) Sections 15.4 Dogs Must be Leashed and Section 15.6. Barking and Other Noise Caused by Dogs. Owners or keepers of dogs found in violation shall be fined \$50.00 for each offense;

(b.) Section 15.5 Dog Waste Removal Owners or keepers of dogs found to be in violation shall be fined immediately as a First Offense and subsequently as listed for the Third, Forth and subsequent offenses, with no written warning;

(c.) Section 15.9 Kennel Licenses, Inspection and Regulation Kennel owners shall be subject to a penalty in the amount of fifty dollars (\$50.00) per day for each day of violation. Each day or portion thereof shall constitute a separate offense. If more than one, each provision violated shall constitute a separate offense.



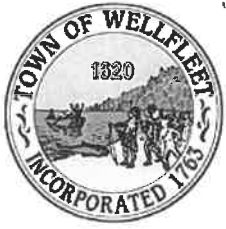
## SELECTBOARD

AGENDA ACTION REQUEST  
Meeting Date: May 12, 2021



### BUSINESS ~ F

<b>REQUESTED BY:</b>	<b>Administration</b>
<b>DESIRED ACTION:</b>	<b>To discuss and possibly approve Fiscal Year 2022 Budgets</b>
<b>PROPOSED MOTION:</b>	<b>To Be Determined</b>
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____



# SELECTBOARD

AGENDA ACTION REQUEST  
Meeting Date: May 12, 2021

VI

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## SELECTBOARD REPORTS:

Reported by:	Topic:





## SELECTBOARD

AGENDA ACTION REQUEST  
Meeting Date: May 12, 2021

VII

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### TOWN ADMINISTRATORS REPORT

- **Acting Town Administrator Pauley to give any updates or reports**



# SELECTBOARD

AGENDA ACTION REQUEST  
Meeting Date: May 12, 2021

# VIII

## TOPICS FOR FUTURE AGENDAS

Requested by:	Topic:	Requested to be on:



## SELECTBOARD

AGENDA ACTION REQUEST  
Meeting Date: May 12, 2021

IX

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# CORRESPONDENCE AND VACANCY REPORTS



## SELECTBOARD

AGENDA ACTION REQUEST  
Meeting Date: May 12, 2021

X

### MINUTES

<b>REQUESTED BY:</b>	<b>Executive Assistant</b>
<b>DESIRED ACTION:</b>	<b>Approval of executive session minutes</b>
<b>PROPOSED MOTION:</b>	<b>I move to approve the executive minutes as printed in draft for the dates of:</b> <b>April 13, 2021</b> <b>April 20, 2021</b> <b>April 27, 2021</b> <b>April 28, 2021</b> <b>April 29, 2021</b>
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____

**Wellfleet Selectboard Meeting Minutes  
April 13, 2021**

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

**Others Present:** Maria Broadbent, Town Administrator; Rebekah Eldridge, Executive Assistant; Heather Michaud, Town Accountant; Rich Pauley, Fire Chief; Michael Hurley, Police Chief; Nancy Civetta, Shellfish Constable; Will Sullivan, Harbormaster; Joe Aberdale, Dredging Committee; Sharon Rule-Agger, Housing Authority; Elaine McIlroy, Housing Authority; Mark Vincent, DPW Director; Charlie Frazier, Wellfleet citizen; Barry McLaughlin, New Manager of the Chequessett Yacht and Country Club; Alison Hester, manager of the Pearl restaurant; Harry Terkanian, Community Member

Chair DeVasto Called the meeting to order at 6:03pm

**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.

- Selectboard Member Wilson stated that she would have liked the meeting to stop later. Chair DeVasto stated right now the Board has a lot to discuss and eventually will move the meetings to 7pm.
- Charlie Frazier spoke to the Board regarding the bike trail and the parking at the South Wellfleet General Store. He expressed his concerns. Vincent spoke to that and explained he had reached out to the state and is waiting to hear back from them.

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

- Lemos was still out on medical leave. It was questioned by Selectboard Member Wilson if town buildings have changed the mandated mask wearing. Chief Pauley stated that the governor has not issued anything regarding not wearing masks in public places.

**III. Public Hearings**

**A. Flying Fish Café; Amend liquor license.**

- The Board didn't have any issues with this change.
- **Selectboard Member Reinhart moved; Selectboard Member Carlson seconded; and it was voted to approve the change of description of premises for the Flying Fish Café application dated March 8, 2021. 5-0**

**B. Lobster and Chowder House; New seasonal all alcohol license**

- The Board had no issues with this license as the previous occupant had a liquor license.
- **Selectboard Member Curley, Selectboard Member Carlson seconded; and it was voted to approve the new seasonal all liquor license for the Lobster and Chowder House application dated March 15, 2021. 5-0**

**C. Chequessett Yacht & Country Club (2); Change of Manager.**

- McLaughlin introduced himself to the Board and he's grateful to be working with the club and the Board in the future.
- **Selectboard Member Reinhart moved, Selectboard Member Carlson seconded; and it was voted to approve the change of manager from Barbara Boone to Barry**

**McLaughlin at the Chequessett Yacht & Country Club application dated March 22, 2021. 5-0**

*\* All have approval from Police, Fire, Building and Health Departments.*

**IV. Licenses**

**A. Common Victualler:**

- *Lobster & Chowder House*
- *Wellfleet Cinemas*
- *Wellfleet Drive In & Flea Market*
- *Wellfleet Miniature Golf, Dairy Bar & Grill*
- **Selectboard Member Reinhart moved; Selectboard Member Curley seconded; and it was voted to approve the Common Victualler Licenses for the restaurants listed above. 5-0.**

**B. Weekday Entertainment:**

- *Wellfleet Cinemas*
- *Wellfleet Drive-In and Flea Market*
- *Wellfleet Miniature Golf, Dairy Bar & Grill*
- **Selectboard Member Reinhart moved; Selectboard Member Curley seconded; and it was voted to approve the Weekday Entertainment licenses for the restaurants listed above. 5-0.**

**V. Use of Town Property**

**A. Pearl Restaurant; Use of Town Property for outdoor dining.**

- The Board discussed a fee for the use of the town Property. The didn't pay a fee last year due to the Pandemic, Selectboard Member Reinhart stated that many of the precautions have been lifted and she feels it is appropriate to charge a fee or that they don't use the property.
- Selectboard Board Curley stated that he would like the restaurant to be able to use the town's property for a nominal fee. Chair DeVasto stated he would like to treat all restaurants the same. The Board discussed the use and a fee to be charged. Hester spoke to the Board and explained that she lost 22 tables inside the restaurant and she is able to put 10 tables in the outdoor lot. The Board discussed allowing this with the stipulation that it would only be a one-year agreement.
- **Selectboard Member Wilson moved; Selectboard Member Curley seconded; and it was voted to approve the Pearl Restaurants application for the use of town property for outdoor dining from May 6, 2021 to October 17, 2021 from 10:30am to 10:00pm with no increase in seating as allowed by the Board of Health and with a nominal fee of \$1.00 per day. 5-0.**

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

- No Appointments or updates

**VII. Business**

**A. Wellfleet Motel & Lodge – Request for same outdoor dining as last year**

- **Selectboard Member Wilson moved; and Selectboard Member seconded; and it was voted to approve Wellfleet Motel & Lodge Request for the same outdoor seating plan as it was the year 2020 for the 2021 season with no increase in seating as allowed by the Board of Health. 5-0.**

**B. Pearl Restaurant; Approve seasonal all alcohol license renewal.**

- **Selectboard Chair DeVasto moved; Selectboard Member Reinhart seconded; and it was voted to approve The Pearl Restaurant seasonal all alcohol license renewal. 5-0**

*\* All have approval from Police, Fire, Building and Health Departments.*

**C. New ADU Bylaw – Local Housing Partnership – Sharon Rule-Agger**

- Agger began her presentation to the Board, explaining that housing in Wellfleet is nonexistent. She explained the proposed the newly written ADU bylaw and explained the guidelines of the ADU. The Board went over the ADU bylaw that was screen shared with the members. The Board discussed the wording of this document at great length. Chair DeVasto stated his only issue with the language is he didn't want it conflicting with other bylaws or waives another bylaw he had concerns. They discussed it.
- The Board continued to discuss the bylaw and amendments to it. The Board made discussed some wording that needed to be changed. Board Member Curley made the changes that were discussed.
- **Selectboard Member Curley moved, Selectboard Member Reinhart seconded; and it was voted to approve and send to the Planning Board the proposed ADU bylaw as amended by the Selectboard and presented by Sharon Rule-Agger. 4-0-1 (Selectboard Member Carlson recused)**
- **Selectboard Member Reinhart moved; Selectboard Member Curley seconded; and it was voted to recommend and place the proposed ADU Bylaw as amended by the selectboard and presented by Sharon Rule-Agger on the 2021 Warrant. 4-0-1 (Carlson recused)**

**D. Paid Parking at Beaches – Suzanne Grout Thomas**

- Thomas explained that she is recommending that the town have paid parking at White Crest Beach Parking lot for the summer of 2021 explaining the town would bring in about \$200,000 revenue from the paid parking. The Board saw no issues with this.
- **Selectboard Member Reinhart moved; Selectboard Member Carlson seconded; and it was voted to approve charging for White Crest Beach parking for the 2021 season. 5-0**

**E. Warrant Article to be approve – Natural Resources Advisory Board – John Riehl**

- The Board had no issues with this article.
- **Board Member Reinhart moved, Board Member Carlson seconded; and it was voted to approve the warrant article as written be placed on the warrant for the June 5, 2021 town meeting.**
- **Board Member Curley moved; Board Member Wilson seconded; and it was voted to recommend the article in the warrant. 5-0.**

**F. Update on Harbor Dredging Project, Contract approval for lobbyist– Joe Aberdale**

- Aberdale gave an update to the Board regarding the dredging and the lobbyist contract. He gave details on working with the state to and submitting a grant for new pilings. He updated the Board that the National Marine Fisheries are refusing to

permit the town to dredge in area 2. He explained that the group is unable to meet with them in hopes of negotiation at this time. He continued by giving updates on the lobbyist and the status with moving forward. He recommended to the Board that they move quickly in signing this contract. Administrator Broadbent asked if the Board would administer Selectboard Member Curley to sign the contract on the Board's behalf.

- **Selectboard Member Reinhart moved; Selectboard Member Carlson seconded; and it was voted to approve the contract as written for the harbor dredging Lobbyist FBB Federal Regulations dated January 21, 2021. 5-0**

**G. *Warrant Article to be approved – Shellfish Constable Nancy Civetta***

- Civetta spoke to her article and stated there is some new language stating that it will take out the part in the article that says transfer. She explained her article and how it will work more clearly to the Board. She read the sentence to the Board.
- **Board Member Reinhart moved; Board Member Curley seconded; and it was voted to approve the warrant article as amended to be placed on the warrant for the June 5, 2021 town meeting. 5-0.**

**H. *Water Enterprise 2022 budget – Jim Hood Chair of Board of Water Commissioners (withdrawn and continued)***

**I. *Home Rule Petition for the Blakely Property ~ Selectboard Member Curley***

- Curley presented to the board his petition that he worked on with Julian Cyr's office and explained that he is asking for an easement for a curb cut for this property. There wasn't much discussion on this petition and no objections from the board members. This needs to be sent to town counsel for their amendments if any.
- **Selectboard Member Curley moved; Selectboard Member Carlson seconded; and it was voted to place on the Warrant and recommend a home rule petition authorizing the commissioner of capital assets management and maintenance to grant an easement for the Town of Wellfleet. 5-0.**

**J. *Capital Budget – Selectboard and Department Heads.***

- The Board discussed the Vehicles in the Capital Budget. There were missing documents. Chair DeVasto asked if there were any issues with any of the capital budgets. He explained that he had no issues and asked if the Board if they wanted to take a vote.
- They discussed the Police Department's two vehicles Chief Hurley explained that this would be a year where only one car would need to be replaced but due to COVID he was unable to get the car last year.
- The Board deferred to Terkanian for his opinion on some of these items. Chief Pauley explained that there were a lot of items missing in the capital budget in front of them. DPW director Vincent explained he had some missing things from his department.
- **Selectboard Member Curley moved; Selectboard Member Wilson seconded; and it was voted to approve the fiscal year 2022 Department Capital items included in the April 13, 2021 selectboard packet as debt exclusions for the 2021 Annual Town Meeting Warrant. 5-0.**



- **Selectboard Chair DeVasto moved; Selectboard member Reinhart seconded; and it was voted to recommend the capital budgets that were included in the Selectboard packet. 5-0.**

**K. *Place Warrant Articles***

- Administrator Broadbent explained that the articles that are in front of them are place holders right now. Chair DeVasto explained that he would like to place the articles that were deferred from last year's town meeting. They Board agreed to go over each warrant article that they hadn't already approved previously.
- **Selectboard Member Curley moved; Selectboard Chair DeVasto seconded; and it was voted to recommend and place the Public Works Replace Guard Shack and Canopy Station at the Transfer Station into the 2021 Warrant for the Annual Town Meeting as a debt exclusion. 4-1 (Carlson voted no)**
- The Board moved on to the Duck Creek Revetment article, Vincent explained that he would like to keep it on the warrant.
- **Selectboard Chair DeVasto moved; Selectboard Member Reinhart seconded; and it was voted to place the Duck Creek Revetment Engineering warrant article in 2021 Annual Town Meeting Warrant. 5-0**
- **Selectboard Chair DeVasto moved; Selectboard Member Curley seconded; and it was voted to recommend the Duck Creek Revetment Engineering Warrant article. 5-0**
- The Board moved onto the substation which Vincent explained is the old Fire Station in South Wellfleet.
- **Selectboard Chair DeVasto moved; Selectboard Member Reinhart seconded; and it was voted to place and recommend the South Wellfleet Substation Warrant Article in the 2021 Town meeting Warrant. 5-0.**
- The Board didn't want to discuss the Water Enterprise Budget as it hasn't been reviewed.
- **Selectboard Chair DeVasto moved; Selectboard Member Reinhart seconded; and it was voted to place the Non-Union and other personnel salaries and compensation to the Annual 2021 Town Meeting Warrant. 5-0**
- Chief Pauley explained his reasoning for asking for additional staff for the fire department.
- **Selectboard Member Reinhart moved; Selectboard Member Curley seconded; and it was vote to place and recommend the requests for additional fire department positions on the Annual 2021 Town Meeting Warrant. 5-0**
- Chief Pauley gave an update on his paramedic training and explained how important it is for his staff.
- **Selectboard Member Reinhart moved; Selectboard Member Curley seconded; and it was voted to place and recommend the funding for the Paramedic Training Program on the Annual 2021 Town Meeting Warrant. 5-0**
- The Board moved onto the additional police officer. Chief Hurley explained that the reserve officer program is being phased out and he needs to plan for a full-time police officer.
- **Selectboard Member Reinhart moved; Selectboard Member Carlson seconded; and it was voted to place and recommend the request for an additional Police Officer on the Annual 2021 Town Meeting Warrant 5-0.**
- The Board continued with the Community Preservation Articles.

- **Selectboard Member Wilson moved; Selectboard Member Reinhart seconded; and it was voted to place and recommend all the Community Preservation Articles to the Annual 2021 Town Meeting Warrant 5-0.**
- **Selectboard Member Reinhart moved; Selectboard Member Carlson seconded; and it was voted to recommend the shellfish revolving fund for the Annual 2021 Town Meeting Warrant. 5-0**
- The Board continued with the discuss the transfer tax warrant article and decided to postpone a vote on this until they understand it and get a little more information.
- **Selectboard Member Reinhart moved; Selectboard Member seconded; and it was voted to place the disposition of Town Owned Property Map #30 Parcel #14 as amended on the Annual 2021 Town Meeting Warrant. 4-1 (Carlson voted no) This was not recommended only to place.**
- The Board discussed High Toss Road, Wilson asked if it was worked out with Broadbent and Carole Ridley. Broadbent explained that there is a checklist that they have been working on and there will be a letter to go out for the Board to sign.
- There was discussion on this article. This article needs to go before the Planning Board.
- **Selectboard Member Reinhart moved; Selectboard Member Carlson seconded; and it was voted to place and recommend Duck Harbor and Pole Dike acceptance of a town way in the Annual 2021 Town Meeting Warrant. 5-0**
- Selectboard Member Curley explained that the next article the Board voted to not place or recommend Map #20, Parcels # 80,82, & 239
- He continued stating that the Board did approve to insert and recommend Map #30 Parcel #186 and Map #42, Parcel #137 Curley continued to explain they are all marshlands. They Board will need to have the exact acreage.
- **Voted to recommend the Natural Resources Advisory Board Black Custard Article request as printed in the Selectboard Packet.** This article has been previously placed.
- The Right to Farm Article was next up for discussion. The only discussion was the structure of the article. Civetta explained that she some overlap in the article and asked Chair DeVasto to come to a Shellfish Advisory Meeting to talk and discuss with them his article.
- The Dog Bylaw will be discussed and presented at a future meeting.

#### **VIII. Selectboard Reports**

- Helen spoke about the Dog Bylaw and that she had worked with Thomas and the Dog Officer for the Town of Wellfleet. She explained she will have a better presentable copy of the bylaw for the next meeting.

#### **IX. Town Administrator's Report**

- Administrator Broadbent discussed the auditor's management letter so the auditors will be presenting their findings to the Board in May. She explained there are a number of deficiencies in the current and past budgets. She stated they are working to get a number for free cash certified with DOR. She stated that Karen Plantier has started as the new water clerk. She also stated the new Assistant Town Administrator Rebecca Slick started April 1, 2021 and will be in to meet the board at a later date.
- Selectboard Member Curley asked when the auditors will finish and when will the budgets be corrected and fixed? Michaud explained that it could be anywhere between two to three years before it is fully corrected. Selectboard Member Curley stated he would like to offer an opinion that the town should look into an outside firm.
- The Board continued to discuss the auditor's management letter.

- X. Topics for Future Discussion**
- XI. Correspondence and Vacancy Reports**
- XII. Minutes**
  - A. Tuesday March 9, 2021 ~ Selectboard Member Reinhart moved; Selectboard Member Curley seconded; and it was voted to approve the meeting minutes of March 9, 2021 as printed in draft. 5-1 (Wilson Abstained)**
  - B. Tuesday March 23, 2021 ~ Selectboard Member Curely moved; Selectboard Member Reinhart seconded; and it was voted to approve the meeting minutes of March 23, 2021 as printed in draft. 5-1 (Wilson Abstained)**
  - C. Monday April 5, 2021 ~ Selectboard Member Reinhart moved; Selectboard Member Curley seconded; and it was voted to approve the meeting minutes of April 5, 2021 as printed in draft. 5-1 (Wilson Abstained)**
- XIII. Adjournment**
  - **Selectboard Member Curley moved; Selectboard Member Reinhart seconded; and it was voted to adjourn 4-0**
  - **Meeting adjourned 10:07pm**

***\*Public Documents:***

- \*Liquor license applications for:***
  - Flying Fish Café***
  - Lobster & Chowder House***
- \*Change in Management form for Chequesstt Yacht & Country Club***
- \*Common Victualler License Applications***
  - Lobster & Chowder House***
  - Wellfleet Cinemas***
  - Wellfleet Drive-In & Flea Market***
  - Wellfleet Miniature Golf, Dairy Bar & Grill***
- \*Weekday Entertainment License Applications***
  - Wellfleet Cinemas***
  - Wellfleet Drive-In & Flea Market***
  - Wellfleet Miniature Gold, Dairy Bar & Grill***
- \*Draft ADU Bylaw***
- \*Natural Resources Advisory Board Warrant Article***
- \*Shellfish Warrant Article***
- \*Blakely Home Rule Petition***
- \*Department Head Capital Budgets***
- \*Draft Warrant***
- \*Meeting Minutes***
  - March 9, 2021***
  - March 23, 2021***
  - April 5, 2021***

**Wellfleet Selectboard  
Virtual Meeting ~ Zoom  
April 20, 2021 ~ 6:00pm  
Meeting Minutes**

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

**Others Present:** Rebekah Eldridge, Executive Assistant; Harry Terkanian, Chief Rich Pauley; Fire Chief; Chief Michael Hurley, Police Chief; Suzanne Grout-Thomas, Director of Human Services; Curt Felix, Chair Wastewater Commissioners; Scott Horsley, consultant for wastewater; Jay Norton, DPW Assistant Director; Will Sullivan, Harbormaster; Nancy Civetta, Shellfish Constable; Paul Fowler, Town Building Inspector; Dan Silverman, Town Moderator; Rebecca Slick, Assistant Town Administrator

**Chair DeVasto called the meeting to order at 6:01PM**

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

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

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

**A.** Chief Pauley explained that they will be going back to one emergency management meeting per month.

***III. Business***

**A.** Capital Improvement Plan, Board to go over all Capital Improvement Plans (including the six-year plan) that were submitted in October of 2020

- The Board began with the Clerk's capital budget. Board Member Curley stated that there was one thing missing from the capital budget and he questioned microfilming, Eldridge explained that microfilming is a good backup for the town in case there is an electronic failure. The Board moved on.
- The Shellfish Truck was the next on the list. Civetta explained that the amount for the truck is \$24,000. The Board agreed they will vote it again with the correct amount. **Board Member Curley moved; Board Member Reinhart seconded; and it was voted to approve the shellfish FY2022 capital improvement plan. Roll Call vote 5-0**
- The Board discussed that they approved all the Police Vehicles but not anything else. Chief Hurley spoke to the other items on his capital budget. The board asked a few questions but ultimately had no issues with what the chief was asking. **Board Member Curley moved; Board Member Reinhart seconded; and it was voted to approve the FY2022 Police Department Capital Improvement Plan. Roll Call Vote 5-0.**

- The Board moved onto the Fire Department. Chief Pauley explained his Capital Plan stating that the Board approved a couple of his items, but he had a couple other items that he was requesting. Chief Pauley explained his need for a new ambulance and reported that he did have enough money in the ambulance fund to purchase the ambulance. He moved on to the mobile radios. He stated he needs to replace the radios to move to digital which is being required by the state. The board discussed with Chief Pauley some of his items and questioned if there would be more upgrades. Chief stated that he and the Police chief would be working on a grant to update them.
- **Board Member Curley moved; Board Member Reinhart seconded; and it was voted to approve the FY 2022 Fire Department Capital Improvement Budget. 5-0**
- The Board moved onto recreation. Rosenburg was not on the meeting. Chair DeVasto stated he didn't have any issues with the recreation budget. They also discussed resurfacing Mayo Beach basketball court. They decided to wait for Rosenberg to be on the meeting before. The Board discussed postponing the ask for the adult fitness stations for a year so that the town finances can be put into order.
- **Board Member Reinhart moved; Board Member seconded; and it was voted to insert the Repair of the Basketball Courts on Mayo Beach in the 2021 Warrant. 4-0-1 (Curley Abstained)**
- The Board moved on to the Sullivan and the Capital Budget for him. He explained that the price was broken down over four years and explained it was a one-time purchase and didn't need to be broken down.
- They moved to his new rescue vessel and he stated they approved it at the last meeting, and it was the correct amount. There was no action taken.
- The Board moved onto DPW capital plan. Norton began representing the DPW budgets. Chair DeVasto asked if there was anything missing? He stated that there were a few things and they addressed them. They also discussed repairing the bandstand at the end of the fish pier in Wellfleet.
- The Board continued with discussion on the Route 6 project, Terkanian explained the town is responsible for the engineering for the project as with most state projects.
- **Chair DeVasto moved; Board Member Reinhart seconded; and it was voted to approve the DPW Capital Plan for FY 22. 5-0**
- DPW equipment was next on the agenda to be approved, Norton explained they removed the backhoe.
- **Board Member Reinhart moved; Board Member Wilson seconded; and it was voted to approve the DPW Equipment FY22 Capital Plan. 5-0**
- **Board Member Reinhart moved; Board Member Curley seconded; and it was voted to approve the DPW FY2022 Substation in South Wellfleet, the old Fire station. 5-0**

- **Board Member Reinhart moved; Board Member Curley seconded; and it was voted to approve the FY2022 DPQ Facilities Budget. 5-0**
  - The Board continued with the Town Administration budget regarding the GIS platform which would change the way departments do things online. The Board discussed this and came to the decision that they need more information reading this and more documentation is needed explaining in detail what is being asked. Nancy Vail the assessor called into the meeting to explain in more detail the GIS system. She went into great detail how this would bring a lot of the department functions online. She gave some examples regarding her department, she stated if her department doesn't get a building permit because it fell behind a desk, there is no room for new town growth. She stated this will streamline things for the taxpayers. Chair DeVasto stated his only concern with this is the amount of money that this system is going to cost; could it be deferred to the following year.
  - Vail Stated that they could "limp" along until the funding becomes available the following year. The Building inspector Fowler spoke to this program stating that would change the dynamics for the town and its departments in a good way. Interconnecting all the departments.
  - The Board decided with great discussion to have Open Gov come in and present to the Board what the program entails. Vail will write a summary up for the Board so that it can be a warrant article with a summary.
- B. Discuss Request for a warrant article to be placed for Town Meeting with Wastewater Committee – Curt Felix
- Chair DeVasto turned the camera over to Scott Horsley to do a power point presentation. Felix stated that the Wastewater Committee voted on this article unanimously. They began the presentation to the Board discussing the need for wastewater in Wellfleet. He continued explaining there is impaired water for the entire cape, and he explained his slides to the Board. They presented the Board with different costs to the town for this article to be approved. There were three different prices given. The Board discussed the presentation and the cost of the entire wastewater system. They discussed the need for a water shed permit before moving for the ward. The Board discussed the need to break up this major article asking for over six-million dollars into smaller articles where they stand a better chance of passing at town meeting with the voters. Felix defended the wastewater committee's decision to keep it as one article. The Board continued to discuss this article at great length. Horsley explained that the sooner they get this approved the sooner that can move forward with Department of Environmental Partners.
  - Carlson expressed to the board her concern for the future of Wellfleet if the article presented doesn't go to town meeting for the voters to decide. Reinhart agreed with Carlson and stated that to break it down would be

able to understand the cost. The Board went over the six articles that Curley wrote. Civetta asked if the Wastewater committee has seen the articles broken down, Curley explained that no they hadn't seen them, but all the numbers added up to the six-million dollars.

- **Chair DeVasto moved; Board Member Reinhart seconded; and it was voted to not place the article as presented by the wastewater committee on the annual town meeting warrant. 2-3.**
- **Board Member Wilson moved; Board Member Curley seconded; and it was voted to place the 95 Lawrence Road article in the Annual Warrant. 5-0.**
- **Board Member moved; Chair DeVasto seconded; and it was voted to recommend the 95 Lawrence Rd article in the warrant.**
- **Board Member Reinhart moved; Board Member Wilson seconded; and it was voted to place and recommend the 95 Lawrence Road operations and maintenance expenses. 5-0**
- **Chair DeVasto moved; Board Member Curley seconded; and it was voted to place and recommend the wastewater and Commercial Street article in the warrant. 5-0**
- **Chair DeVasto moved; Board Member Reinhart seconded; and it was voted to place the Wastewater Department and Project Management article in the Annual Town Warrant. 4-1.** The Board discussed this position and the pros and cons of it. Chair DeVasto asked for a better break down of this particular article so the taxpayers can understand where the \$200,000 is coming from.
- The Board moved onto the shellfish article. Civetta spoke to the article that she and her staff have been working on. She gave details on the article.
- **Chair DeVasto moved; Board Member Wilson seconded; and it was voted to place the shellfish propagation article in the Annual Town Warrant. 5-0.**
- The Board moved onto the Wastewater System Upgrade.
- The Board discussed this article and removed the wording, "and if a property is transferred" out of the summary part of the article.  
**Board Member Curley moved; Chair DeVasto seconded; and it was voted to place the Amended Wastewater System Upgrade Subsidy into the Annual Town Meeting Warrant. 5-0**
- **Board Member Wilson moved; Board Member Curley seconded; and it was voted to recommend the Amended Wastewater System Upgrade. 5-0**
- They moved on to the Wastewater Septic System Reasonable Management Entity. Discussing the details regarding monitoring and how long these systems would need to be monitored.
- **Board Member Wilson moved; Board Member Carlson seconded; and it was voted to place and recommend the Wastewater Septic System Reasonable Management Entity Article in the Annual Town Warrant. 5-0**

- **Chair DeVasto moved; Board Member Curley seconded; and it was voted to place and recommend the Wastewater Salt Marsh Restoration/Hawes Pond Tidal Gate Article in the Annual Town Warrant. 5-0**
  - **Chair DeVasto moved; Board Member Curley seconded; and it was voted to place and recommend the Wastewater Salt Marsh Restoration/Mayo Creek Tidal Gate Article for the Annual Town Warrant. 5-0**
- C. Discuss and go over updated/amended Warrant for Town Meeting \*Town Counsel has seen current Warrant\*
- The Board moved onto the Warrant and went to some of the articles that they hadn't recommended yet.
  - **Board Member Wilson moved; Board Member Curley seconded; and it was voted to recommend the Paramedic training program. 5-0**
  - **Board Member Curley moved; Chair DeVasto seconded; and it was voted to place and recommend the part time shellfish personnel. 5-0**
  - **Board Member Curley moved; Board Member Wilson seconded; and it was voted to put the Police Union's Contract on the warrant. 5-0**
  - There were questions on the capital budget articles. Silverman, the town Moderator questioned some of the wording for these articles. Chief Pauley spoke to this warrant and offered to help Eldridge "hammer" out the warrant and make it more understandable to the towns people.
  - The Board moved to the Beach Reserve Fund. Grout-Thomas stated the article is wrong and gave the details as to what was wrong and how it needed to be fixed. She respectfully requested that the article go back and be reworded.
  - Norton spoke to his articles asking that they be reworded as well giving the details on what was wrong. Chair DeVasto stated that the Board will notify the Department Heads when they go over the individual capital budgets. They continued discussing and decided to continue the discussion until the next meeting.

**IV. Selectboard Reports**

**V. Topics for Future Discussion**

**VI. Correspondence and Vacancy Reports**

**VII. Adjournment**

- **Board Member Wilson moved; Board Member Reinhart seconded; and it was voted to adjourn. 5-0**

***\*Public Documents:***

*Fiscal Year 2022 Capital Budgets/Improvement Plans*

*Wastewater Warrant Article*

*Draft Annual 2022 Town Meeting Warrant*



**Wellfleet Selectboard  
Virtual Meeting ~ Zoom  
Tuesday April 27, 2021; 6PM  
Meeting Minutes**

**Members Present:** Michael DeVasto, Justina Carlson, Ryan Curley, Helen Miranda-Wilson

**Member Absent:** Janet Reinhart

**Others Present:** Rebekah Eldridge, Executive Assistant; Rebecca Slick, Assistant Town Administrator; Harry Terkanian, Chief Rich Pauley, Fire Chief; Mary Ellen Manning, Wellfleet Resident; Dan Silverman, Town Moderator; Kathleen Bacon, Wellfleet Resident; Richard Elkin, Wellfleet Resident

Chair DeVasto called the meeting to order at 6:01PM

***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.

- Board Member Wilson announced that Nancy Civetta the Shellfish Constable received the shellfish constable of the year award.
- Board Member Curley announced the John Portnoy resigned from the Conservation Commission and thanked him for his long service to the town.
- Manning stated to the board she was upset to hear the town needed to hire a new administrator and accountant and urged the Board to not rush into hiring a new one.
- Chair DeVasto read the statement regarding the parting of ways with Maria Broadbent the current Town Administrator. Her last day will be April 30, 2021. He also announced the Town Accountant Heather Michaud resignation and wished both women well in their future endeavors.
- **Board Member Curley moved; Board Member Wilson seconded; and it was voted to reschedule Wellfleet's Annual Town Meeting from June 5, 2021 to June 26, 2021 at 10AM; with rain dates of June 27, 2021, June 28, 2021, June 29, 2021 with the Annual town Election being held on June 30, 2021. 5-0.**

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

**A.** Any new information given to the town will be communicated at this time.

- Eldridge explained that there is a link on the town's website to sign up for a vaccine clinic.
- Board Member Curley stated that Cape Cod Community College has open appointments and walk-ins for vaccines.

***III. Discussion on Postponing Town Meeting***

- The Board will discuss and take possible votes on postponing town meeting. Chief Pauley spoke to this and stated that moving town meeting back a few weeks would give the Board more time to get the Warrant in better shape and

the Budgets worked out so that they aren't in such a time sensitive crunch. The Board discussed this at length. Also discussing the change of the Annual Town Election before the end of the Fiscal year.

**IV. Public Hearings**

- a. Amend sections of the Town of Wellfleet Shellfishing Policy and Regulations.
  - *To add Section 7.6.1 Application Procedure*
  - *To amend Section 2. Shellfishing Policy for the Town of Wellfleet / Purpose of Regulations, Section 6.1 Commercial Permits and Section 7.8. Issuance of Licenses for Aquaculture*
  - *To change Board of Selectmen to Selectboard and to change Department of Marine Fisheries to Division of Marine Fisheries throughout the Town of Wellfleet Shellfishing Policy and Regulations.*
  - *Delete Section 6.6 Transfer of Oysters to Wholesale Dealers' Trucks During Vibrio Control Season*
  - *Delete dates from Section 7.15.3. Use of Spat Collecting Devices*
  - Chair DeVasto explained that he wanted to recuse himself from this portion of the meeting and Board Member Wilson stepped in as acting Chair.
  - Board Member Curley asked to begin with Section 2 which is asking to be amended. Board Member Wilson and Board Member Curley discussed how they are unable to make changes unless there is another hearing. Civetta explained that these are categorized and there was language added and another addition in a different section of the regulations. They agreed to do the application amendment after the amendment of Section 2. They discussed domicile status at great length. Civetta stated that she would like some time to look over this document before the Board approves any changes. They continued to discuss residency. It will be sent back to the Shellfish Committee to get their comments and suggestions.
  - **Board Member Curley moved; Board Member Wilson seconded; and it was voted to refer both the domicile exception regulation changes back to the Shellfish Advisory Board. 3-0**
  - The Board moved onto the Application Procedure. Board Member Curley had his changes in red. They discussed these changes with Civetta who expressed that she works diligently with the Town Clerk, and the Assessors office to have all updated information on people's residencies.
  - The Board continued to discuss other changes. Civetta explained where she was coming from when writing these changes. She explained to Board Member Curley that she was directed by the Board that these changes needed to be made and didn't feel comfortable making the business plans of shellfishermen public. There was so discussion between Civetta and Board Member Curley. They continued to discuss these regulations.
  - It was discussed and decided to share Civetta's screen who was asking the Board at this time to pass what she has done and then amendments can be made at a later meeting. The Board discussed a few changes to Civetta's draft.

- **Board Member Curley moved; Board Member Wilson seconded; and it was voted to change the wording in the Wellfleet Shellfish Regulations throughout the entirety of the regulations from Board of Selectman to Selectboard. 4-0**
- **Board Member Curley moved; Board Member Carlson seconded; and it was voted to approve the corrections made concerning the housekeeping items as presented in the Selectboard Packet.**

**Roll Call Vote: 4-0**

**V. Licenses**

**a. Common Victualler**

- 349 Café
- Leaside Café
- **Board Member Wilson moved; Board Member Curley seconded; and it was voted to approve the Common Victualler licenses for the above properties.**

**Roll Call Vote: 4-0**

**b. Food Truck**

- 349 Café
- Leaside Café
- **Board Member Curley moved; Board Member Carlson seconded; and it was voted to approve the Food Trucks listed above, conditional on the inspection being passed by the Health Agent.**

**Roll Call Vote: 4-0**

**VI. Use of Town Property**

**a. Shellfish Department**

- Extend Farmer’s Market 2 Saturdays
- Civetta presented to the Board and began by thanking Board Member Curley for all his hard work. She explained the Harbormaster and the Health Agent were okay with the extension for two weeks. She stated they are trying to figure out the summer location or they may revive it once the season is done.
- **Board Member Wilson moved; Board Member seconded; and it was voted to approve the extension of the Shellfish Farmer’s Market two extra Saturdays. May 8<sup>th</sup> and May 15, 2021.**

**Roll Call Vote: 4-0**

**VII. Business**

**a. Appointment of Acting Town Administrator ~ Chair DeVasto**

Chair DeVasto announced that he would like appoint Chief Rich Pauley as acting town Administrator as he has taken a leadership role working on the budgets and warrant.

- **Chair DeVasto moved; Board Member Curley seconded; and it was voted to appoint Fire Chief Rich Pauley as the acting Town Administrator as allowed in the town charter section 5-10-1 until an**

**interim Town Administrator is appointed for a term no longer than 90 days.**

**Roll Call Vote: 4-0**

- The Board discussed the confidence they have in the Chief. There will be discussion of compensation for the chief in the future.
- Chief Pauley expressed his gratitude to the Board and the town for their support.

**b. *Discussion and possible votes taken on the warrant article regarding transfer of taxes – Selectboard.***

- The Board asked Member Curley to share his screen so they are able to see the changes and recommendations that he made.
- Chair DeVasto expressed his concern for using the home median price and gave many details on how this could negatively impact the seller, by adding to their tax burden. He stated that as the median house prices increase so does the cost of living. Also discussing the home could be the homeowners only asset. He feels this is like a tax on retirement. He continued to express his concerns and offered a few suggestions to reword this.
- The Board continued to discuss the taxes and percentages. Carlson expressed that it is a good opportunity to bring revenue into the town. There was much discussion and debate on the options for this warrant article. Luxury tax was discussed with homes that are second or vacation homes and not the primary home of residents. The percentage rates were discussed. The Board answered questions and listened to members of the community who were in favor of this warrant article. They continued to discuss the median price of a home and the issues that go along with this article. Bacon spoke in favor of this article. There was much discussion on the percentage that should be charged. The lower the percentage the less revenue the town will bring in. The Board discussed having a certain percentage be imposed on the seller and a percentage be imposed on the buyer. Elkin commented on the 2% tax.
- The Board discussed the different options that they will discuss when Board Member Reinhart is able to be at the meeting. Value exemption will be discussed at a future meeting. Chair DeVasto talked about getting different numbers so they can see what 1% or 2% would end up on the revenue to the town.

**c. *Discussion and possible votes taken for Town Meeting warrant articles not already approved.***

- Chief Pauley explained to the Board that he, Mr. Terkanian, Eldridge and Silverman worked on the warrant cleaning it up. He stated to the Board that he would like a little more time and he feels they will be able to clean this up and present it at the first May meeting.
- Terkanian spoke to the Board and asked them to allow Eldridge, himself and Chief Pauley be the only ones responsible for the warrant. He didn't think it would be productive having many people editing the same document as it will not be productive.

- **Board Member Curley moved; Board Member Wilson seconded; and it was voted to appoint Harry Terkanian the editor of the 2021 Annual Town Meeting Warrant.**
- **Roll Call Vote: 4-0**
- It was questioned who would be contacting Town Counsel with these warrant articles that need to be seen. Chair DeVasto explained that both Chief Pauley as acting Town Administrator and Harry Terkanian were allowed to check in with town counsel.
- Felix requested that the Wastewater Committee needed to look over the articles that Board Member Curley had submitted before it went to the warrant.
- **Board Member Curley moved; Board Member Wilson seconded; and it was voted to place and recommend the Portable Radio Replacement Articles in the Annual 2021 Wellfleet Town Meeting Warrant.**  
**Roll Call Vote: 4-0**
- **Board Member Curley moved; Board Member Wilson seconded; and it was voted to place and recommend the Department of Public Works replacement of the ¾ ton truck and plow for the Annual 2021 Wellfleet Town Meeting Warrant.**  
**Roll Call Vote: 4-0**
- **Board Member Curley moved; Board Member Wilson seconded; and it was voted to place and recommend the Transfer Station Roll on and Roll off Truck into the Annual 2021 Town Meeting Warrant.**  
**Roll Call Voted 4-0**
- **Board Member Wilson moved; Board Member seconded; and it was voted to place the Keller’s Corner Revetment article into the Annual 2021 Wellfleet Town Meeting Warrant.**  
**Roll Call vote: 4-0**
- **Board Member Wilson moved; Board Member Carlson seconded; and it was voted to recommend The Keller’s Corner Revetment article into the Annual 2021 Wellfleet Town Meeting Warrant.**  
**Roll Call vote: 3-0-1 (Board Member Curley abstained)**
- **Chair DeVasto moved; Board Member Wilson seconded; and it was voted to recommend resurfacing Mayo Beach basketball Court.**  
**Roll Call Vote: 3-0-1 (Board Member Curley abstained)**
- **Board Member moved; Board Member seconded; and it was voted to place and recommend the Baker’s Field Baseball Field Backstops.**  
**Roll Call Vote: 4-0-1 (Board Member Curley abstained)**
- **Board Member Wilson moved; Board Member Curley seconded; and it was voted to place Prior Year Invoices into the 2021 Wellfleet Annual Town Meeting Warrant.**  
**Roll Call Vote: 4-0**
- **Board Member Curley moved; Board Member Wilson seconded; and it was voted to amend the wording in the non-union and other**

**personnel contract language on the warrant to read “to see if the town will vote to raise and appropriate and or transfer from available funds such sums of money sufficient to fund wage and salary adjustment for non-union and other personnel beginning July 1, 2021.**

**Roll Call Vote: 4-0**

- Terkanian brought up the ambulance is specifically stating it will take money out of the ambulance fund and asked the Chief if that was true. Chief Pauley stated he knows the ambulance fund is there to help the fire department purchase safety equipment.
- Board discussed the wastewater articles, and it was recollected that they did vote to place the articles but had not yet voted to recommend.
- **Board Member Curley moved; Board Member Wilson seconded; and it was voted to place and recommend the Community Preservation Historical Artifacts article into the 2021 Wellfleet Annual Town Meeting Warrant.**

**Roll Call Vote: 4-0**

- **Chair DeVasto moved; Board Member Wilson seconded; and it was voted to place and recommend the Community Preservation Stage for the Pavilion article into the 2021 Annual Wellfleet Town Meeting Warrant.**

**Roll Call Vote: 4-0**

- **Chair DeVasto moved; Board Member Wilson seconded; and it was voted to place and recommend Chapter 90 Funds into the Annual Wellfleet Town Meeting Warrant.**

**Roll Call Vote: 4-0**

- **Chair DeVasto moved; Board Member seconded; and it was voted to place the Other Employees Benefits (OPEB) Article into the 2021 Annual Wellfleet Town Meeting Warrant.**

**Roll Call Vote: 4-0**

- The Cable Article no action was taken because the Board felt it needed more information.
- Disposition of Town owned land was voted to place and not yet recommend the articles. Board Member Wilson asked if the names of the abutters be taken out of the articles. The Board discussed this, and Board Member Carlson didn't feel this article was ready to go to Town Meeting. Chair DeVasto discussed whether it needed to be sent out for bid. The Board discussed this article further, regarding the explanation and summary. Slick explained that there is a standard language the KP Law would have,
  - and she would get that for the board.
  - High Toss Road was brought up next and they discussed making sure it is up to date with the process. Eldridge explained that High Toss Road is on the Thursday meeting April 29, 2021.
  - Right to Farm is a place holder and will be worked out with Town Counsel.

*d. Discussion and possible votes taken on 2022 budgets.*

- The Board will continue the budgets talks to the next night's meeting.

**VIII. Selectboard Reports**

- No reports

**IX. Town Administrator's Report**

- Chief Pauley had nothing to report at this meeting.

**X. Topics for Future Discussion**

- Board Member Wilson would like a discussion on a future agenda regarding upcoming large events in the future.

**XI. Correspondence and Vacancy Reports**

- Board Member Wilson stated the Conservation Commission needs 2 members.

**XII. Minutes**

- a. April 13, 2021 ~ moved to the following night's meeting.

**XIII. Adjournment**

- **Board Member Wilson moved; Board Member Carlson seconded; and it was voted to adjourn the meeting.**

**Roll Call Vote: 4-0**

- Meeting adjourned 9:50PM

**\*Public Documents:**

*Shellfish Policy and Regulation Changes*

*Common Victualler Licenses*

*349 Café*

*Leeside Café*

*Food Truck Licenses*

*349 Café*

*Leeside Café*

*Use of Town Property Licenses*

*Town Pier for Shellfish Market*

*Transfer Tax Warrant Article*

*Draft 2022 Annual Town Meeting Warrant*

*Vacancy Report*

*Meeting Minutes April 13, 2021*

**Wellfleet Selectboard  
Virtual Meeting ~ Zoom  
Wednesday April 28, 2021; 6PM  
Meeting Minutes**

**Members Present:** Michael DeVasto, Chair; Justina Carlson, Ryan Curley, Helen Miranda-Wilson

**Members Absent:** Janet Reinhart

**Others Present:** Rebekah Eldridge, Executive Assistant; Chief Rich Pauley, Acting Town Administrator/Fire Chief; Harry Terkanian, Wellfleet Resident helping with the Town Warrant; Hillary Greenberg-Lemos, Health Agent; Kevin LaRocco; Wellfleet Police Sargent; Charles Sumner, Candidate for Interim Town Administrator; Dan Silverman, Town Moderator; Jay Norton, Assistant DPW Director.

Chair DeVasto called the meeting to order at 6:00PM

***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.

- There were no comments at this time.

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

- Lemos expressed there wasn't much to report regarding Covid other than what the governor of Massachusetts has issued. Chair DeVasto questioned the outdoor masking, she explained outdoor masking isn't required as long as you can maintain a 6-foot distance. Indoor masks are still required.

***III. Business***

A. Transfer 95 Lawrence Rd RFP from TA Maria Broadbent to ATA Rebecca Slick

- **Chair DeVasto moved; Board Member Carlson seconded; and it was voted to transfer the authority of 95 Lawrence Road RFP from Town Administrator Maria Broadbent to Assistant Town Administrator Rebecca Slick.**

**Roll Call Vote: 4-0**

B. Interview and discussion with possible interim Town Administrator candidate

- Charles Sumner was introduced to the Board and people on the meeting as a candidate for interim Town Administrator. Chair DeVasto began by stating to Charles and the Board that he has heard nothing but good things about Mr. Sumner.
- Sumner introduced himself and gave a little bit of a background explaining he served as a Town Administrator for over 37 years and 30 of those years he was in the Town of Brewster. He also explained that he served as an interim Town Administrator for Provincetown for the past six-months. He stated he left Provincetown a month ago and explained he has family in another state. He gave his schedule returning from a trip in the second week in May.



- Board Member Wilson questioned Sumner if he was a certified procurement officer. He explained that he did not recertify when he left the town of Brewster.
- Board Member Curley asked Sumner that in a previous conversation he stated he needed it to be a good fit. Curley wanted to know what he meant by being a good fit. Sumner stated his main concern would be could he be productive with the town. He stated he likes to work collaboratively with people and bringing people together. He stated he doesn't want an adversarial relationship. He continued stating that the experience needs to be enjoyable. He continued giving some more detailed background information.
- The Board continued with some questions regarding his time in Brewster and Provincetown.
- Chief Pauley expressed his gratitude to Sumner and stated again how happy he would be if he stepped in. There were many comments regarding how professional Sumner is and how fortunate the town would be to have Sumner helping the town get through the rough period and assist them in looking for a new permanent town administrator. Chair DeVasto questioned how long he would be willing to stay and assist the town. Sumner stated when he makes a commitment he follows through and will do so as well.
- **Chair DeVasto moved; Board Member Curley seconded; and it was voted to offer the position of interim Town Administrator to Charles Sumner contingent on reaching an agreed employment contract with the town.**

**Roll Call Vote:4-0.**

- The Board thanked Sumner and asked him to consider this offer while he was away.
- C. Warrant Article discussion, placement, and recommendations
- D. 2022 Budget discussion and approval
- Chair DeVasto moved the budgets up the agenda and apologized to the Department Heads for not informing them ahead of time.
- Chief Pauley stated to the Board that they will be looking at the Recreation Budget, Fire Budget, Shellfish Budgets and the Health and Conservation and he explained he will be discussing the Library Budget the following morning with Jennifer Wertkin.
- They Began with the Conservation Budget; Lemos explained that the only change that was made was to her advertising budget which she expressed was fine and she explained she was informed that it was moved to another line item. She expressed to the Board that her department used all the money and more for advertising as she needs to advertise hearings for the Conservation Commission. Curley questioned Lemos on her postage line item. Chief Pauley expressed that he was under the impression that the previous administrator had moved the postage and a few other budgets were moved to the administration budget. Hillary went over a few line items stating she wouldn't be using travel expenses and would need field supplies.
- **Board Member Curley moved; Board Member Wilson seconded; and it was voted to approve the conservation budget in the amount of \$3,430.00.**

**Roll Call Vote: 4-0**

- Board Continued on with the Shellfish Budget; Civetta presented her budget and stated the only issue she had was with the advertising line item, she stated she knew it was moved to the administration budget continuing that Jeanne in the administration's office does all her advertising, so she didn't have an issue with that.
- The Board continued to discuss the Shellfish Budget and which budget would be approved.
- **Chair DeVasto moved; Board Member Wilson seconded; and it was voted to approve the 2022 Shellfish Budget as presented by the town administrator.**

**Roll Call Vote: 4-0**

- **Board Member Curley moved; Board Member Wilson seconded; and it was voted to approve the FY 2022 Town Administrators Shellfish Propagation Budget.**

**Roll Call Vote: 4-0**

- **Chair DeVasto moved; Board Member Curley seconded; and it was voted to approve the FY 2022 Town Administrators Shellfish Advisory Board Budget.**

**Roll Call Vote: 4-0**

- The Board moved onto the Board of Health Budget; Lemos explained that she had increased her contract service line by \$20,000 because of a permitting project. She explained that she wanted it in the Capital Plan but had more discussions with Mark Vincent and the former Town Administrator the need for money with these dredging projects would be on a yearly more regular basis. She explained that the salary line was left empty because all of her employees are contracted by the WEA the town's union and those numbers always come from the town accountant. She stated there were no numbers on her end that were inputted in those line items. Terkanian explained that he had spoken to the assistant accountant and she reported to him that she did work out the numbers, but he explained he wasn't sure those numbers actually made it into the budget that the Board was looking at on the screen. Terkanian expressed that he felt these numbers need to be checked to make sure they are accurate. Lemos asked the board to approve her operating budget which would be her main concern.
- **Chair DeVasto moved; Board Member Wilson seconded; and it was voted to approve the Board of Health Town Administrators FY2022 Budget with the exception of the Salaries and Wages Budget.**

**Roll Call Vote: 4-0**

- The Board continued with Recreation and Beach and services budget.
- Rosenberg presented her budget to the Board. She explained that the Bouse house line item needs to be removed because it is no longer a service that they use. She continued explaining that she would like the gyms floor at the elementary needs to be resurfaced as the recreation department uses that floor on a regular basis. She explained it is worth maintaining.

- **Chair DeVasto moved; Board Member Curley seconded; and it was voted to approve the Town Administrator’s FY 2022 Budget for the recreation department.**

**Roll Call Vote: 4-0**

- The Board moved on to the Beach budget. Thomas explained there was only one change where her printing line was restored. She explained she would be pleased with a vote for the town administrator’s budget.
- **Board Member Curley moved; Board Member Carlson seconded; and it was voted to approve the Town Administrators FY2022 Beach Budget.**

**Roll Call Vote: 4-0**

- The Board continued with the Community Services Budget. Thomas explained the change in the budget was with the portable toilets. There was a reduction in this line item because the state is allowing the use of town bathrooms. She explained that there is a considerable amount in savings here.
- **Chair DeVasto moved; Board Member Wilson seconded; and it was voted to approve the FY2022 Town Administrators Community Services budget.**

**Roll Call Vote: 4-0**

- Human Services was discussed next. She explained this budget which reflects the preschool voucher program that was originally cut but has since been restored. The Board had some questions regarding this budget.
- **Chair DeVasto moved; Board Member Wilson seconded; and it was voted to approve the Town Administrators FY2022 Human Services Budget.**

**Roll Call Vote: 4-0**

- The Fire Department was the final budget to be discussed. Chief Pauley explained he was planning on meeting with the Police Chief and The Library to discuss their budgets.
- Chief continued to present his budget. He explained that he met with Maria Broadbent after his budget was remanded. He explained that the fire department overtime was cut a small amount and the day salaries were cut because it doesn’t get used. Some of the salary lines were cut as a staff member will be retiring and a new hire will be coming in at a lower rate of pay. He stated the board that he is comfortable with the Town Administrators budget that they are looking at.
- **Chair DeVasto moved; Board Member Carlson seconded; and it was voted to approve the Town Administrators FY 2022 Fire Department Budget.**

**Roll Call Vote: 4-0**

- Jay Norton from the DPW budget explained to the Board that he had a concern with his Capital Budget. He stated that the Route 6 Project wasn’t in the current draft warrant. Chief explained that he will be working with Eldridge on the warrant and will work to get that in there. Board Member asked a few details about this project. Norton gave some explanation on the details of this project.

#### ***IV. Selectboard Reports***

- There were no reports from the selectboard at this meeting.

**V. Topics for Future Discussion**

- Terkanian explained to the Board that he will send the amended warrant to them.
- The Board will discuss the Dog Bylaw at the meeting on the 29<sup>th</sup>.

**VI. Correspondence and Vacancy Reports**

- No report given at this meeting.

**VII. Adjournment**

- **Board Member Wilson moved; Board Member Carlson seconded; and it was voted to adjourn.**

**Roll Call Vote: 4-0**

**Meeting adjourned 8:40PM**

***\*Public Documents***

***Fiscal Year 2022 Budgets***

**Wellfleet Selectboard  
Virtual Meeting ~ Zoom  
April 29, 2021; 6PM  
Meeting Minutes**

**Members Present:** Michael DeVasto, Chair; Justina Carlson, Ryan Curley, Helen Miranda- Wilson

**Members Absent:** Janet Reinhart

**Others Present:** Chief Rich Pauley, Acting Town Administrator; Rebekah Eldridge, Executive Assistant; Harry Terkanian, Former Town Administrator; Carole Ridley, Friends of the Herring River Project representative; Demond Keough, Animal Officer; Chief Michael Hurley, Police Chief; Martha Craig, Friends of the Herring River; Curt Felix, Chair of Wastewater Committee

***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.

- No comments or announcements

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

A. Eldridge reported that a new vaccine clinic was posted on the town's website today by the Health Agent.

***III. Business***

A. High Toss Road layout for Herring River Restoration project.

- Ridley thanked the Board and began her presentation for High Toss Road. She explained that there was some lack of clarity regarding the town's ownership of the road. She continued by explaining that she and the project have been working with Katherine Klein from KP Law and they came to the conclusion that this road has always been considered and treated like a town road. She explained the Board needs to except the layout of the Road and then send the document that she provided over to the Planning Board to review.
- She Continued there needs to be another public meeting of the Selectboard after the Planning Board reviews the plan and layout of the road to vote and accept the layout. Ridley screen shared the plans and the steps needed to be taken to continue this process and get the article on the Town Meeting Warrant for June 26,2021.
- Ridley continued by showing the Board a map that was drawn up by an engineer firm and showed them parts of the roads that the project is looking to have the Board approve and accept. There were a few questions regarding land swap with the National Seashore.
- Terkanian gave his knowledge of the road and stated the town took the formal status way back that they would not maintain the road any longer.

- **Chair DeVasto moved; Board Member Wilson seconded; and it was voted to have the Selectboard vote its intention to lay out High Toss Road, between Pole Dike Road and Duck Harbor Road, as a town way as shown on a plan entitled “Plan of Land High Toss Road, Wellfleet MA being a 40’ Public way as Laid Out by The Town of Wellfleet” dated April 6, 2020, prepared by Outermost Land Survey Inc., and that the Selectboard forward the layout petition and plan to the Planning Board for its comments and recommendations pursuant to G.L. c 41 §§81G and 811.**

**Roll Call Vote: 4-0**

- **Board Member Wilson moved; Board Member Carlson seconded; and it was voted to send the letter as amended and presented by Carole Ridley by screensharing during this part of the meeting.**

**Roll Call Vote: 4-0**

B. Authorization for the Town Administrator or the Selectboard Chair to sign permit applications and funding requests in relation to the HRR project.

- Ridley gave a small and short presentation on this and explained she needed more people to have the ability to sign documents, so papers are able to be facilitated more quickly. Board Member Curley suggested that the Assistant Town Administrator be added to the approved p
- **Chair DeVasto moved; Board Member Wilson seconded; and it voted was to authorize the Town Administrator, Assistant Town Administrator or the Selectboard chair to sign on behalf of the town of Wellfleet as an applicant or as a co-applicant as the case may be any funding requests or environmental permit applications for phase 1 of the Herring River Restoration Project and further authorize Friends of Herring River Inc. and their respective consultants to represent the town in connection with public hearing processes and other aspects of the permit administration or fundraising.**

**Roll Call Vote: 4-0**

C. Discussion on the Animal Control Bylaw

- Officer Keough spoke to the Board regarding the regulations as they are now and spoke to the fact that he doesn’t have much jurisdiction when it comes to enforcing the rules in the town of Wellfleet. He stated the dog leash law is in effect, but the dog feces and the barking dog issues. HE gave some examples of when he has been called to residence in town with complaints of barking dogs and dog feces and he has to explain that there is nothing he can do.
- The Board continued to discuss the rules and regulations. The fine for leaving any animal in a vehicle the fine begins at \$50 and up the fourth offense it will be brought up to \$500. Office Keough explained that these are mandated by the state. He continued with the barking and that he would like more tools to give him the ability to enforce these regulations.

There was a lot of discussion about the \$500 fine. Officer Keough explained that he wouldn't use that \$500 for dog barking and feces. He explained these are separate offenses. Board Member Carlson expressed to the Board that the officer is asking for tools to be able to do his job as an animal control officer.

- Chair DeVasto explained that he isn't okay with a \$500 fine for dog barking, leash law and feces law. He was fine with giving a fine just not that high. Officer Keough explained it's not so much the fine that he is looking to give out but the fact that he can give a verbal warning and then educate the offender with the ability to state that if the offense isn't corrected. The Board continued to discuss the bylaws.
- **Chair DeVasto moved; Board Member Carlson seconded; and it was voted to make the fine for violation of the leash law, and the barking dog law to not exceed \$50.**

**Roll Call Vote: 4-0**

- Officer Keough questioned the dog feces violation. Chair DeVasto explained he was fine with the fee schedule as presented in packet.
- Felix spoke to the bylaw and agreed with most of everything. He spoke to the leash bylaw. The Board continued to discuss the bylaws and the support that they are willing to offer the animal control officer.

D. Warrant Article discussion, placement, and recommendations– Chair DeVasto expressed to the Board that it has been a long week and would like to end the meeting and return to discussions the following week.

E. 2022 Budget discussion and approval

**IV. Selectboard Reports**

**V. Topics for Future Discussion**

**VI. Correspondence and Vacancy Reports**

- Board Member Wilson informed the Board that Ann Sterling took the Board's request to consider granting an easement regarding Omaha Road and Wilson would like to get this on a meeting in the very near future.
- A letter from Even Brunage regarding the whole Harbor leases surveyed for everyone.
- CYCC offered to host town meeting.
- Reports and Management letter were given to the Board and they will review.

**VII. Minutes**

A. April 13, 2021 – moved to the next meeting

B. April 20, 2021 – moved to another meeting.

**VIII. Adjournment**

- **Board Member Wilson moved; Board Member Carlson seconded; and it was voted to adjourn.**

**Roll Call Vote: 4-0**

***\*Public Documents***

***Packet for High Toss Road***

***Map of High Toss Road, letter to planning board, motions to be made at the meeting, letter to Abutters regarding the public meeting being held by both the Selectboard and Planning Board.***

***Amended Animal Control Bylaw***

***Meeting Minutes for April 13, 2021***





# SELECTBOARD

AGENDA ACTION REQUEST

Meeting Date: May 12, 2021

XI

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## ADJOURNMENT

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