



## Wellfleet Selectboard

**PLEASE NOTE START TIME 7PM**

The Wellfleet Selectboard will hold a public meeting on **June 28, 2022, at 7:00 p.m.** Under Chapter 20 of the Acts of 2021, this meeting will be conducted in person and as a courtesy via remote means, per 940 MCR 29.10 and the Town's Remote Participation Policy. While an option for remote attendance and/or participation is provided as a courtesy to the public, the meeting/hearing may not be suspended or terminated if technological problems interrupt the virtual broadcast unless otherwise required by law.

### **Joining the Meeting:**

In-person at the Wellfleet ACC, 715 Old King's Highway, Wellfleet, MA, 02667

### **Join the meeting hosted in Zoom by using the following link:**

<https://us02web.zoom.us/j/85689604806?pwd=blplVFFBZzViQ0xNWkZKMm9iMVdrdz09>

By Phone: **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.

### **To Participate during public comment:**

- Zoom: Raise hand to be called on to speak.
- Phone: dial \*9 to raise your hand.

It is at the Chair's discretion to call on members of the public. All speakers must be recognized to speak. If attending a meeting in person, please find the closest available microphone and confine any personal conversations to outside the meeting room. Anyone may record the session but must notify the Chair and may not interfere with the meeting to record it.

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

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

## **II. *Consent Agenda***

- A. Commercial Permit hardship exemption Jaxon Kenny (Letter Attached in packet)
- B. Vote to return forfeited grant #CCB95-1 to the wild and take it out of aquaculture (Letter attached in packet) needs a Selectboard Vote.
- C. Chequessett Neck Road ~ Waterline Easement ~ Stephen F. Douglass, Trustee of the Stephen F. Douglass Trust and Laura G. Douglass, Trustee of the Laura G. Trust
- D. ADA grant submission request ~ Rebekah Eldridge
- E. Wellfleet SPAT ~ to amend original use of property application
- F. Wellfleet SPAT ~ Grant Tours throughout July & August

- G. Wellfleet Cultural Council ~ Kevin McMahon~ Requesting permission to hang Cultural signs throughout the cultural district in Wellfleet.
  - H. Stanley Puffer ~ Appointment to Rights of Public Access Committee
  - I. Reappoint Alex Flaxman ~ Special Police Officer
  - J. Ratify Union Collective Bargaining Agreement FY2023
    - Wellfleet Police Officer’s Union
    - Teamsters Union 59
    - Communication Union Mass COPS Local 326B
    - Permanent Firefighters Association Union Local 4342
  - K. Sacred Surf School ~ Whitecrest Beach ~ June through Labor Day
  - L. Board/Committee Reappointments ~ See the full list in the Selectboard Packet
- III. ***Annual Board Reorganization***
- A. Election of Officers ~ Elect Chair, Vice Chair, Clerk
  - B. Appoint Selectboard Liaison ~ Dredging Task Force ~ John Wolf
- IV. ***Public Hearings***
- A. Proposed Amendment to Shellfishing Policy and Regulations Section 7.13.3 - Notification of Failure to meet minimal requirements
- V. ***Use of Town Property***
- A. Harbor to the Bay ~ David Whitman ~ September 17, 2022; 12pm-5pm ~ 200-250 cyclists will be riding the new trail head in Wellfleet onto Route 6 making a small stop at LeCount Hollow.
- VI. ***Business I***
- A. The Grateful Mind ~ discussion on renewing the cannabis contract ~ Town Administrator
  - B. Intermunicipal Agreement ~ Conflict of interest disclosure ~ KP Law
  - C. Shellfish Appeal Process
  - D. Route 6 Main Street Project 100% Design ~ Jay Norton
  - E. Herring River Comprehensive Financial Plan & permitting status ~ Carole Ridley
- VII. ***Business II***
- A. 95 Lawrence Road: Permitting members to speak on behalf of the board to the ZBA
  - B. 80 State Highway (Maurice’s Campground) due diligence status update – grounds, buildings, and possibly other updates if available
  - C. Cottage Colonies Zoning Amendment
  - D. Provisions to Encourage the development of affordable housing
  - E. Affordable Lots Zoning Bylaw Draft
  - F. Review of FY - 2022 Goals
  - G. Department Goals
  - H. FY 2023 Town Administrator Goals
  - I. FY 2023 Professional Development Plan
  - J. Town Administrator performance evaluation format
  - K. Policy on Public Buildings Use ~ John Wolf
- VIII. ***Town Administrator’s Report***

- IX. *Selectboard Reports*
- X. *New Business ~ Items that are not reasonably anticipated by the chair  
48 hours ahead of time*
- XI. *Topics for Future Discussion*
- XII. *Vacancy Reports*
- XIII. *Minutes*
  - A. May 24, 2022
  - B. May 31, 2022
  - C. June 7, 2022
- XIV. *Adjournment*



## SELECTBOARD

AGENDA ACTION REQUEST  
Meeting Date: June 28, 2022

I

### ANNOUNCEMENTS, OPEN SESSION AND PUBLIC COMMENTS

<b>REQUESTED BY:</b>	<b>Wellfleet Selectboard</b>
<b>DESIRED ACTION:</b>	<b>Announcements to the board and public</b>
<b>PROPOSED MOTION:</b>  <b>SUMMARY:</b>	<b>NOTE:</b> Public comments must be brief. The Board will not deliberate or vote on any matter raised solely during Announcements & Public Comments.
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____





# SELECTBOARD

AGENDA ACTION REQUEST  
Meeting Date: June 28, 2022

II

## CONSENT AGENDA

<b>REQUESTED BY:</b>	Various Parties
<b>DESIRED ACTION:</b>	To approve the following without objection
<b>SUMMARY:</b>	<ul style="list-style-type: none"><li>• I move to approve the following items with no objection:</li><li>• To grant Jaxon Kenny a hardship exemption and to direct the Shellfish Constable to issue him a 2022 junior commercial shellfish permit.</li><li>• To return the area of Tobin Storer's forfeited aquaculture license #CCB95-1 in Cape Cod Bay to the wild and abandon it as an aquaculture area</li><li>• To approve the waterline easement for Chequessett Neck Road with Stephen F. Douglass, Trustee and Laura G. Douglass Trustee</li><li>• To authorize Rebekah Eldridge work with the Commission on Disabilities to apply for a state grant</li><li>• To approve Wellfleet SPAT to amend their original application from 5,000 ppl to 7,000 ppl</li><li>• To approve Wellfleet SPAT to conduct shellfish grant tours through July &amp; August with parking at the specified locations in their application</li><li>• To approve the Wellfleet Cultural Council to hang four signs throughout the Cultural District in Wellfleet</li><li>• To appoint Stanley Puffer to the Rights of Public Access Committee for a three-year term and after being sworn in by the Town Clerk, to serve in compliance with the Town Charter and all applicable state and local laws, regulations and policies</li><li>• To reappoint Alex Flaxman as a special Police Officer from July 1, 2022 – June 30, 2023</li><li>• To ratify Union Collective Bargaining Agreements for FY 2023</li><li>• To approve Sacred surf school to use Whitecrest beach for surf lessons for the 2022 summer season</li><li>• To approve the reappointment of the listed board/committee members listed in the packet.</li></ul>



# Wellfleet Shellfish Department



300 Main Street, Wellfleet, Massachusetts 02667

## MEMORANDUM

DATE: June 23, 2022  
TO: Town of Wellfleet Selectboard Members  
RE: Application received for junior commercial shellfishing permit hardship exemption from Jaxon Kenny

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Dear Selectboard Members:

Jaxon Kenny is coming to you to request a hardship exemption because he missed applying for his **junior commercial shellfishing permit** by the January 31, 2022 deadline. Here are the specifications outlined in our Wellfleet Shellfishing Policy and Regulations:

### REGULATION 6.1.4. Hardship Exemption

The Board of Selectmen may at its discretion grant permits after January 31<sup>st</sup> if the applicant demonstrates **all three** of the following conditions:

- 1) that unusual circumstances existed which would reasonably excuse a failure to file an application prior to February 1st, and
- 2) that a substantial hardship would be caused by the refusal of a permit, and
- 3) that the granting of the late permit would not affect the opportunity of applicants, who have applied in a timely manner, to harvest a reasonable quantity of shellfish.

Following is the letter submitted from Jaxon Kenny. We believe he meets all three of the above conditions as outlined in his letter.

- 1) He is just learning the regulations and misinterpreted the deadline for 14-year olds.
- 2) He states in his letter that he will need this income because it will be his summer job when he gets out of school on Thursday.
- 3) The wild fishery resource is abundant this year. We see no adverse effect on other shellfishermen.

The Shellfish Department is thrilled when a young shellfishermen enters the ranks and learns the ropes of this independent and accessible way to make a living. Jaxon's father and 20-year old brother are also wild shellfishermen, and we know he will be taught well. We ask that you grant this exemption and allow us to issue him his junior commercial shellfishing permit.

Thank you.

Nancy Civetta, Shellfish Constable

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

Phone (508) 349-0325

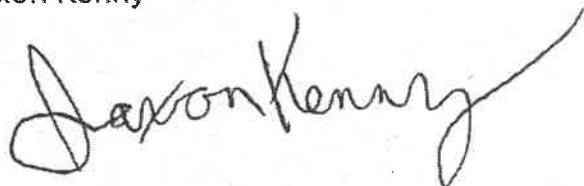


Fax (508) 349-0305

Dear Select Board Members,

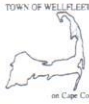
I am writing to request special permission to get my 2022 junior commercial shellfish permit. I was unable to obtain my permit before February because I am a student and will only be working during the summer months. I was mistaken in thinking I could get it at the end of the school year. I hope you will grant me this permit as shellfishing with my dad is what I have planned as my only summer job this year. I believe that issuing me the permit will not hurt anyone that has already gotten there 2022 permit. From what I hear, the shellfishing is very abundant this year.

Thank you,  
Jaxon Kenny

A handwritten signature in black ink that reads "Jaxon Kenny". The signature is written in a cursive style with a long, sweeping underline that extends to the right.



# Wellfleet Shellfish Department



300 Main Street, Wellfleet, Massachusetts 02667

## MEMORANDUM

DATE: June 23, 2022  
TO: Town of Wellfleet Selectboard Members  
RE: Returning forfeited grant #CCB 95-1 to the wild and abandoning it as an aquaculture area

Dear Selectboard Members:

In December of 2020, Tobin Storer forfeited the lease of grant # CCB 95-1 for ten acres in Cape Cod Bay for non-payment of grant fees. He said he was never going to be able to make it productive and decided not to pay grant fees on it, thereby forfeiting it per MGL Chapter 130, Section 64.

### 7.3. Annual License Fee

The annual fee for an aquaculture license to be paid to the Town by each licensee shall be \$25.00 per acre (or portion thereof), as required by MGL Chapter 130; Section 64. **Annual fees are due each year by February 28, when annual grant reports are due.**

### Section 64: Annual fee for license

Every such licensee or transferee shall pay to the city or town, on or before a date to be fixed by the aldermen, city council or selectmen, an annual fee of not less than five nor more than twenty-five dollars per acre, or part thereof. **If any such fee is not paid within six months after it becomes due the license shall thereupon be forfeited.**

See attached email documenting our phone conversations and letter informing him of the forfeiture.

This grant was never used to the best of the Shellfish Department's knowledge and is out in Cape Cod Bay outside of our patrol capacity. I am asking you to vote to formally return the area to the wild and abandon it as an aquaculture area.

Thank you.

Nancy Civetta  
Shellfish Constable

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

Phone (508) 349-0325



Fax (508) 349-0305



# Wellfleet Harbormaster Department Wellfleet Shellfish Department



300 Main Street, Wellfleet, Massachusetts 02667

Tobin Storer  
35 Kelley Way  
Wellfleet, MA 02667

March 25, 2022

Dear Toby:

This letter is formalizing the forfeiture of grant #CCB 95-1 in December 2020 that we discussed during our phone call on March 2, 2022. The grant will be returned to the wild and not used for aquaculture. Here are the details.

As agreed during our phone conversation on Saturday, December 19, 2020, the Town of Wellfleet applied the monies you paid in 2020 grant fees to the fees for grants 811 and 811A. As you suggested, by not paying grant fees for grant #CCB 95-1, you forfeited it.

As its meeting on Tuesday, March 22, 2022, the Town of Wellfleet Selectboard confirmed that a grant forfeiture is automatic when someone does not pay grant fees within six months per MGL Chapter 130, Section 64 and Town of Wellfleet Shellfishing Policy and Regulations Section 7.3, as follows:

#### Section 64: Annual fee for license

Every such licensee or transferee shall pay to the city or town, on or before a date to be fixed by the aldermen, city council or selectmen, an annual fee of not less than five nor more than twenty-five dollars per acre, or part thereof. **If any such fee is not paid within six months after it becomes due the license shall thereupon be forfeited.**

#### 7.3. Annual License Fee

The annual fee for an aquaculture license to be paid to the Town by each licensee shall be \$25.00 per acre (or portion thereof), as required by MGL Chapter 130; Section 64. **Annual fees are due each year by February 28, when annual grant reports are due.**

I am copying the Town of Wellfleet Selectboard, the Wellfleet Principal Clerk, the Executive Assistant to the Town Administrator and the Massachusetts Division of Marine Fisheries on this notice so all are notified about this grant forfeiture.

Sincerely,

  
Nancy Civetta, Shellfish Constable, Town of Wellfleet

CC: Town of Wellfleet Selectboard, Ryan Curley, Chair  
Jeanne Maclauchlan, Principal Clerk  
Rebekah Eldridge, Executive Assistant to the Town Administrator  
Chrissy Petitpas, Senior Aquaculture Biologist, Mass. Division of Marine Fisheries

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

Phone (508) 349-0325

Fax (508) 349-0305

## Nancy Civetta

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**From:** Nancy Civetta  
**Sent:** Monday, December 21, 2020 1:19 PM  
**To:** Toby Storer (tobinstorer@gmail.com); Jeanne Maclauchlan (jeanne.maclauchlan@wellfleet-ma.gov)  
**Subject:** RE: correction

Hi Toby:

As agreed during our phone conversation on Saturday, December 19, the Town of Wellfleet will apply all of the monies you paid in 2020 grant fees to the fees for grants 811 and 811A. The total due for those grants is \$450 (for you and Jeremy). You have paid a total of \$408.33 to date, and therefore, you owe the Town \$41.67.

As you suggested, you will forfeit back to the Town grant# CCB 95-1, and you will not owe any grant fees for that in 2020 or moving forward. I am copying Jeanne MacLauchlan here so she is in the loop.

Thank you very much,  
Nancy

**From:** Nancy Civetta  
**Sent:** Friday, December 18, 2020 2:33 PM  
**To:** Toby Storer (tobinstorer@gmail.com) <tobinstorer@gmail.com>  
**Subject:** RE: correction

Hi Toby,

Please see my email below about my mistake and Mass. General Law requirements for annual grant payments. I was mistaken; grant fees are not prorated.

Per MGL, each lease holder owes \$25/acre or portion thereof. You have 9 acres on Indian Neck, and Jeremy is named to them as well (total = \$450), and 10 acres in Cape Cod Bay (\$250) = \$700 total.

Jeanne in Town Hall tells me that you paid \$408.33 so far, but still owe the Town \$291.67 for 2020. That is: \$187.50 for 811 and 811A for you and Jeremy and \$104.17 for CCB 95-1.

Can you please pay that before the end of the year by calling her to let her know when you will be stopping by? Her number is 508-349-0300 ext 1101.

Thank you,  
Nancy

Nancy Civetta  
Shellfish Constable  
Town of Wellfleet  
C: 617-901-7193  
O: 508-349-0325

E: [nancy.civetta@wellfleet-ma.gov](mailto:nancy.civetta@wellfleet-ma.gov)

300 Main St.

Wellfleet, MA 02667

Check for news and updates on [Facebook](#).

**From:** Nancy Civetta

**Sent:** Friday, February 28, 2020 11:01 AM

**To:** Toby Storer ([tobinstorer@gmail.com](mailto:tobinstorer@gmail.com)) <[tobinstorer@gmail.com](mailto:tobinstorer@gmail.com)>

**Subject:** correction

Hi Toby:

I was wrong about pro-rating of grant fees. Annual grant fees are annual – no matter if your grant renews in January or June or December. Here is Mass General Law, Chapter 130, Section 64.

<https://malegislature.gov/Laws/GeneralLaws/PartI/TitleXIX/Chapter130/Section64>

Section 64: Annual fee for license

Section 64. Every such licensee or transferee shall pay to the city or town, on or before a date to be fixed by the aldermen, city council or selectmen, **an annual fee** of not less than five nor more than twenty-five dollars per acre, or part thereof. If any such fee is not paid within six months after it becomes due the license shall thereupon be forfeited.

I thought I would let you know that I was mistaken.

Nancy

Nancy Civetta

Shellfish Constable

Town of Wellfleet

C: 617-901-7193

O: 508-349-0325

E: [nancy.civetta@wellfleet-ma.gov](mailto:nancy.civetta@wellfleet-ma.gov)

300 Main St.

Wellfleet, MA 02667

Check for news and updates on [Facebook](#).

**D'ELIA & CAVANAUGH**  
ATTORNEYS AT LAW

JOSEPH H. D'ELIA  
GEORGE B. CAVANAUGH

161 CRANBERRY HIGHWAY  
P.O. BOX 707  
ORLEANS, MA 02653  
508-255-2255 (phone)  
508-255-2563 (fax)

April 5, 2022

Wellfleet Select Board  
300 Main Street  
Wellfleet, MA 02667

RE: 925 Chequessett Neck Road, Wellfleet, MA  
Our File No.: 27289

Dear Select Board Members,

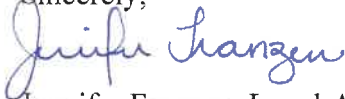
Enclosed herewith please find the Easement Agreement for 925 Chequessett Neck Road for your signatures. Once you have signed, please **overnight (with tracking) or hand deliver** the original signed Easement to my attention to:

D'Elia & Cavanaugh  
Attn: Jennifer Franzen  
161 Route 6A  
Orleans, MA 02653

We will have a check in the amount of \$10,000.00 to be held in escrow by the Town of Wellfleet, which will be delivered to you upon receipt of the fully executed Easement for recording.

Thank you for your kind attention to this matter. Should you have any questions or concerns, please don't hesitate to contact this office.

Sincerely,



Jennifer Franzen, Legal Assistant  
D'Elia & Cavanaugh



Benefited Property – 925 Chequessett Neck Road, Wellfleet  
Burdened Property – Chequessett Neck Road, Wellfleet

### EASEMENT AGREEMENT

This Easement Agreement (this “Agreement”) is entered into on this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the **Town of Wellfleet** (the “Town”), a Massachusetts municipal corporation, acting by and through its Selectboard, pursuant to the vote taken under Article 29 of the September 12, 2020 Annual Town Meeting, a certified copy of which is attached hereto and incorporated herein, having an address of 300 Main Street, Wellfleet, MA 02667, and **Stephen F. Douglass, Trustee of the Stephen F. Douglass Trust, dated October 11, 2006 and Laura G. Douglass, Trustee of the Laura G. Douglass Trust, dated October 10, 2006** (the “Grantees”), having an address of 460 N. Washington Road, Lake Forest, IL 60045.

Whereas, the Grantees are the owners of property located at 925 Chequessett Neck Road, Wellfleet, Massachusetts, which property is described in a Quitclaim Deed, dated January 8, 2020, being Certificate of Title 221783 filed with the Barnstable County Registry District of the Land Court, and shown on Land Court Plan 10669-2 and Land Court Plan 10669-V (the “Grantee Property”);

Whereas, the Town is the owner of a public way, known as Chequessett Neck Road in the Town of Wellfleet, Massachusetts (the “Town Property”);

Whereas, former owners installed a water line across Chequessett Neck Road for the purpose of connecting to a well located on property of Chequessett Yacht and Country Club Trust, situated at 680 Chequessett Neck Road, Wellfleet, Massachusetts, described in a deed dated May 25, 1979, being Certificate of Title 78460 filed with the Barnstable County Registry District of the Land Court;

Whereas, the Grantees have requested that the Town convey the Grantees an access and utility easement on a portion of the Town Property for the benefit of the Grantee Property; and

Whereas, the Town is amenable to granting the Grantees an access and utility easement on a portion of the Town Property on the terms and conditions set forth herein.

Now, Therefore, for consideration paid of One Dollar (\$1.00), the parties hereby agree as follows:

1. Easement: Permitted Uses. (a) The Town hereby grants the Grantees a perpetual non-exclusive easement, appurtenant to the Grantee Property, in, on, and under an approximately ten (10) foot wide strip of land, which is shown as “Well and Waterline Easement” (the “Easement Premises”) on a plan entitled “Well & Waterline Easement for Pierce,” dated

December 16, 2019, prepared by Coastal Engineering Co., 260 Cranberry Highway, Orleans, MA 02653, attached hereto as Exhibit A and incorporated herein, solely for the purposes of constructing, installing, maintaining, repairing and replacing a water line under the Easement Premises to a well at the property of Chequessett Yacht and Country Club Trust. In no event will the water line or any appurtenances thereto (the “utilities”) be placed above ground unless the Town grants its prior written consent. The rights granted hereunder are for the sole benefit of the Grantee Property and not for the benefit of any other property, regardless of when acquired.

(b) The Town makes no warranty or representation that the Town Property, including the Easement Premises, is suitable for the Grantees’ use and the Grantees accept the Town Property, including the Easement Premises, in its current “AS IS” condition, at their sole risk. The Town shall have no obligation to maintain, improve, repair, replace or secure the Easement Premises or the Town Property, including, without limitation, any obligation to remove snow or ice therefrom, and shall not be responsible for any loss or damage to the utilities within the Easement Premises.

2. Plans and Specifications. No additional utilities shall be constructed, installed or placed within the Easement Premises, and no material modifications and/or alterations of the utilities shall be permitted, unless the Grantees have given the Town written notice thereof at least thirty (30) days prior thereto, and obtained the Town’s written consent, which consent may be denied in the Town’s absolute discretion (the “Approved Plan”). Notwithstanding the foregoing, the Grantees may repair, maintain and replace the utilities, subject to the terms of Paragraph 3 hereof. The Grantees’ notice shall include a description of and schedule for the work and include plans and specifications showing and describing the work to be done in sufficient detail for the Town to make an informed decision on the work presented. All work shall be done substantially in accordance with the Approved Plan.

3. Construction. All future work done within or to the Easement Premises shall be done in a good and workmanlike manner, using materials of good quality, and in compliance with any and all applicable permits, licenses or other approvals, copies of which shall be provided to the Town at the Town’s request. The Grantees shall use commercially diligent efforts to complete its work in an expeditious manner and to minimize interference with the use of the rest of the Town Property by the Town and others entitled thereto, including following any directives from the Town relative to traffic control, and shall, if required, pay for a police detail to direct vehicles on Chequessett Neck Road during any such work. The Grantees shall remove all construction debris or rubble from the Easement Premises on a daily basis during any construction period. The Grantees shall forthwith repair and restore any damage or disturbance caused by the Grantees and/or their agents, employees, invitees and/or any one acting by, through or under the Grantees (with the Grantees, the “Grantee Parties”) to the rest of the Town Property and/or any improvements made thereto by the Town to their condition prior to such disturbance or damage, at the Grantees’ sole expense.

4. Liens. The Grantees shall not permit any mechanics’ liens or similar liens to remain upon the Town Property for labor and material furnished to the Grantees in connection with work of any character performed at the direction of the Grantees and the Grantees shall cause any such lien to be released of record forthwith without cost to the Town.

5. Utilities. The Grantees shall be solely responsible for obtaining and paying for any utilities installed and/or used by the Grantees within the Easement Premises. The parties agree that the utilities shall at all times remain the property and responsibility of the Grantees and the Grantees shall pay all taxes, if applicable, and other fees and charges thereon or therefor.

6. Maintenance. The Grantees shall be solely responsible for the maintenance, repair, and/or replacement of the utilities, all at their sole cost and expense, and shall maintain the utilities and the Easement Premises in good, clean, safe and passable order and condition, including, without limitation, all at their sole cost and expense. In no event shall the Town be responsible for the condition or maintenance of the Easement Premises, provided, however, that the Town shall repair any damage to the utilities caused by the gross negligence or willful conduct of the Town.

7. Relocation. The Grantees agree that if the Town intends to use the Easement Premises for Town purposes and/or to maximize its use of the Town Property, the Town may, at its sole cost and expense, relocate the Easement Premises, including any utilities within said Easement Premises, to another portion on the Town Property that is functionally comparable to the original Easement Premises, provided the Town gives the Grantees at least thirty (30) days prior written notice thereof.

8. Hazardous Materials. The Grantees shall not, nor permit anyone else to, bring onto, store, use, release or dispose of any hazardous materials, hazardous substances, oil or other toxic materials (as set forth in G.L. c. 21E and other applicable federal and state law or regulations, "Hazardous Materials") on the Town Property, and shall defend, indemnify, defend and hold harmless the Town from and against any and all claims, causes of action, administrative actions, administrative penalties, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all costs associated with the removal and clean-up of Hazardous Materials, attorneys' fees, consultant and expert fees) arising by reason of or relating to the presence, use, storage, generation or disposal of Hazardous Materials by the Grantees or any of the other the Grantee Parties in, on or about the Town Property.

9. Indemnification; Release. (a) The Grantees and their successors and assigns shall defend, indemnify and hold harmless the Town from and against any and all claims, demands, suits, actions, costs, expenses, judgments and/or liabilities (including without limitation reasonable attorney's fees) which may be imposed upon, incurred by, or asserted against the Town by reason of, or in consequence of any personal injury, death, or property damage or other liability occurring in or around the Town Property caused by, related to, or in connection with the Grantees' exercise of the rights hereunder, the utilities, any failure by the Grantees to comply with the provisions hereof or of any applicable laws, rules, regulations, and bylaws, and/or the act, omission, negligence and/or intentional misconduct of the Grantees or any of the other Grantee Parties.

(b) The Grantees, for themselves and their successors and assigns, release the Town, its agents, employees, contractors, consultants, board members, officers and those acting by or through the Town (collectively, with the Town, the "Town Parties"), from any and all loss, damage, harm, expense, and/or liability related to the condition or use of the Town Property, including the Easement Premises, except to the extent caused by the direct gross negligence or willful conduct of the Town Parties. Except as provided otherwise, the Grantees shall not assert

or bring, nor cause any third party to assert or bring, any claim, demand, lawsuit or cause of action against the Town in any way relating to or arising from the utilities, the Town Property, and/or the Grantees' exercise of its rights hereunder.

10. Insurance Coverages. The Grantees shall ensure that at any time work is performed within the Easement Premises, any contractor, agent or representative shall carry, at its sole cost and expense, the following insurance: (a) commercial general liability insurance with a minimum coverage amount of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate limit. The policy shall include blanket contractual liability insurance for all written contracts, and shall include coverage for products and completed operations liability and independent contractor's liability, coverage for property damage from perils of explosion, collapse or damage to underground utilities; (b) automobile liability insurance for owned and non-owned automobiles and trucks, and/or rented automobiles and trucks, in the amount of One Million Dollars (\$1,000,000); (c) workers compensation in the minimum amount of the statutory limit; and (d) umbrella liability in the minimum amount of Three Million Dollars (\$3,000,000) per occurrence and Three Million Dollars (\$3,000,000) aggregate over all other insurance required by this Agreement. The Town shall have the right to increase the amount of the coverage required hereunder from time to time if the same is then required or recommended for properties similar to the Town Property in Barnstable County.

11. General Insurance Requirements. All insurance required hereunder shall name the Town as an additional insured (except workers compensation), and shall be issued by insurers authorized to transact insurance business in the Commonwealth of Massachusetts and having an A or better financial rating from a recognized insurance accreditation institution (such as A.M. Best Company). All insurance policies and certificates shall include a provision requiring thirty (30) days' (10 days in the case of cancellation for non-payment of premium) written notice to the Town of any cancellation or reduction.

12. Escrow Account. The Grantees agree to fund an escrow account in the amount of \$10,000.00, to be held by the Town, in a separate, non-interest bearing account, for the benefit of the Town (the "Escrow Funds"). The Escrow Funds may be used by the Town, in its sole discretion, to pay for any damage or injury arising, directly or indirectly, from the Grantee's use of the Easement Premises. The Grantees' obligations to the Town under this Agreement shall not be limited by the existence or amount of the Escrow Funds. In the event the Escrow Funds are utilized, Grantee shall replenish the Escrow Account to its original amount of \$10,000.00.

13. The Town's Rights. The Grantees acknowledge and agree that the Town has the right to use the Town Property, including the Easement Premises, at any and all times for any and all purposes, including, without limitation, the right to pass and repass by foot and vehicles, pave, repair, alter and/or improve the Easement Premises, and install utilities and other improvements in, on, and under the Easement Premises as the Town deems necessary or convenient, provided that the Town does not materially interfere with the Grantees' use thereof for the purposes set forth herein.

14. Miscellaneous:

- (a) During the exercise of the rights hereby granted, the Grantees shall not, and shall not permit any of the other the Grantee Parties to interfere unreasonably with the operations of the Town in its use of the Town Property, including the Easement Premises, or the operation and/or use by others entitled thereto.
- (b) Any notice required or given under this Agreement shall be deemed duly served if hand-delivered, mailed by registered or certified mail, return receipt requested, postage prepaid, or sent by recognized overnight delivery, addressed to the parties at the addresses set forth above, which may be changed with like notice.
- (c) This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, and any and all legal actions brought in connection with this Agreement shall be brought in courts within the Commonwealth of Massachusetts.
- (d) This Agreement contains the entire agreement of the parties and there are no other agreements or understandings between the parties regarding the subject matter of the Agreement. This Agreement may not be modified except in writing, duly executed by both parties.
- (e) The captions and headings throughout this Agreement are for convenience of reference only and the words contained therein shall in no way be held or deemed to define, limit, explain, modify, amplify or add to the interpretation, construction or meaning of any provisions of, or the scope or intent of this Agreement, nor in any way affect this Agreement, and shall have no legal effect.

15. Authorization of Trustees. The undersigned Grantee Trustees certify under the penalties of perjury that the Grantee Trusts have not been terminated or altered except by instrument registered with the Barnstable Registry District of the Land Court, that the Trustees have the authority to execute and deliver the within instrument, that all beneficiaries of the said Trusts are of adult age and competent, and that all beneficiaries have authorized and directed the Trustees to execute and deliver the within instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Easement Agreement as of the date first written above.

TOWN OF WELLFLEET,  
By its Selectboard

\_\_\_\_\_  
Ryan Curley, Chair

\_\_\_\_\_  
Michael DeVasto, Vice Chair


\_\_\_\_\_  
Janet Reinhart, Member

\_\_\_\_\_  
John A. Wolf, Member

\_\_\_\_\_  
Helen Miranda Wilson, Member

GRANTEES

STEPHEN F. DOUGLASS TRUST

By:   
Stephen F. Douglass, Trustee of the  
Stephen F. Douglass Trust

LAURA G. DOUGLASS TRUST

By:   
Laura G. Douglass, Trustee of the  
Laura G. Douglass Trust

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me, the undersigned Notary Public, appeared \_\_\_\_\_, member of the Wellfleet Selectboard, who proved to me through satisfactory evidence of identification, which was \_\_\_\_\_, to be the person whose name is signed on the preceding document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose on behalf of the Town of Wellfleet.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

COMMONWEALTH/STATE OF Illinois

Cook, ss.

On this 15<sup>th</sup> day of March, 2022, before me, the undersigned Notary Public, appeared Stephen F. Douglass, Trustee of the Stephen F. Douglass Trust, who proved to me through satisfactory evidence of identification, which was Driver's License, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose as said Trustee and that all statements are true to the best of his knowledge and belief.

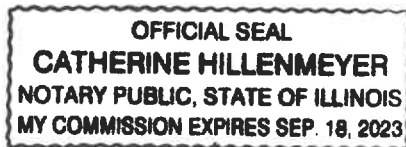


Catherine Hillenmeyer  
Notary Public  
My Commission Expires: 9/18/23

COMMONWEALTH/STATE OF Illinois

Cook, ss.

On this 15<sup>th</sup> day of March, 2022, before me, the undersigned Notary Public, appeared Laura G. Douglass, Trustee of the Laura G. Douglass Trust, who proved to me through satisfactory evidence of identification, which was Driver's License, to be the person whose name is signed on the preceding document, and acknowledged to me that she signed it voluntarily for its stated purpose as said Trustee and that all statements are true to the best of her knowledge and belief.



Catherine Hillenmeyer  
Notary Public  
My Commission Expires: 9/18/23

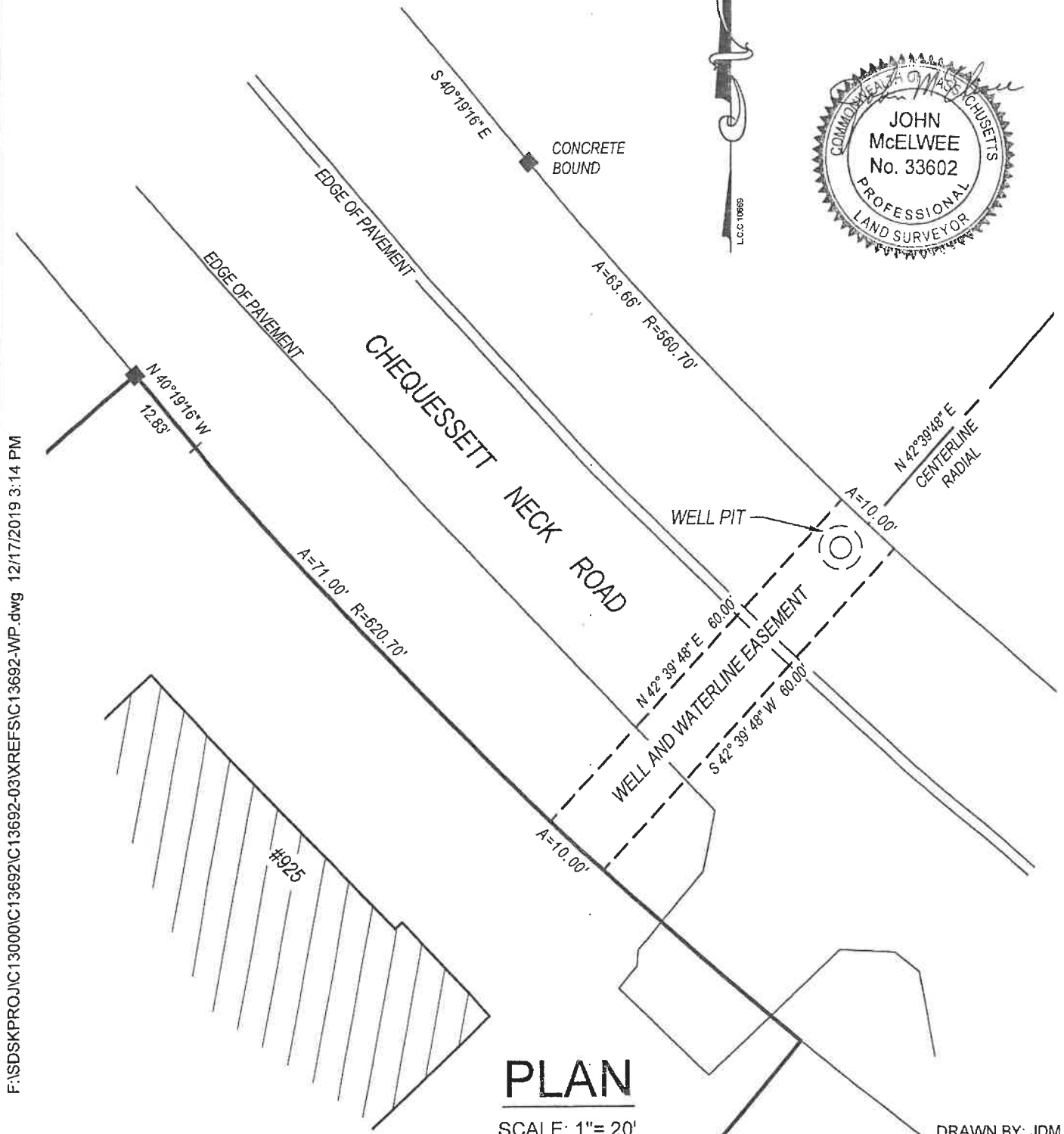
EXHIBIT A

Plan



# REFERENCE:

ASSESSORS MAP 19, PARCEL 100  
LAND COURT CASE 10669



F:\SDSK\PROJECTS\13000\C13692-03\XREFS\C13692-WP.dwg 12/17/2019 3:14 PM

## PLAN

SCALE: 1" = 20'

DRAWN BY: JDM  
C13692-WP.dwg

Coastal Engineering Co., Inc. © 2019



250 Cranberry Hwy, Orleans, MA 02553  
508.255.6511 P 508.255.6700 F

WELL & WATERLINE EASEMENT  
FOR  
PIERCE

925 CHEQUESSETT NECK RD. WELLFLEET, MA

SHEET NO.  
**SKC-1**

PROJECT NO.  
C13692.03

SCALE  
1" = 20'

DATE  
12/16/19

The Americans with Disabilities Act (ADA) enacted by Congress in 1990 mandates the elimination of discrimination against individuals with disabilities in employment and the provision of goods and services. Title II of the ADA requires states and municipalities to identify and evaluate all programs, activities, and services and review all policies, practices, and procedures governing the administration of programs, activities, and services through an *ADA Self-Evaluation and Transition Plan*.

This plan establishes a “road map” and capital plan for municipal improvements and entitles the town to apply for state and federal funding for architectural barrier removal. Municipalities that have not conducted this process are at risk when formal complaints are made under the ADA Act. Proper implementation of the plan ensures equal access to programs and services for all residents of our community.

The Massachusetts Office on Disabilities offers grants to underwrite all costs associated with conducting a self-evaluation and formulating a transition plan. The next grant cycle runs from August to October 2022. The process is competitive, and not all requests are funded. Successful applicants typically use grant funds to engage an authorized vendor to complete the evaluation and transition plan.

## APPLICATION FOR PERMIT TO USE TOWN OWNED PROPERTY

TOWN OF WELLFLEET  
300 MAIN STREET  
WELLFLEET, MA 02667

*Applicant:* Kate Moreau & Lisa Brown      *Affiliation or Group:* Wellfleet SPAT

*Telephone Number:* 973-954-0922      *Mailing Address:* PO Box 2156, Wellfleet, MA 02667

*Email Address:* [kate@wellfleetspat.org](mailto:kate@wellfleetspat.org)

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

- Recreation Area
- Baker's Field
- Mayo Beach Parking lot
- Kendrick Ave, from Billingsgate entrance to Mayo Beach Parking lot-entry
- Town access road between Bookstore Restaurant and tennis courts

*Date(s) and hours of use:* Wednesday-Monday, October 12th-17th, 2022

- Wednesday & Thursday- 9:00 AM to 4:00 PM, set up
- Friday- 9:00 AM to 4:00 PM, set up; 4:00 to 8:00 PM, Beer, Food & DJ
- Saturday & Sunday- 6:00 AM to 6:00 PM, set up, event, and clean up
- Monday- 6:00 AM to 6:00 PM, pack up & clean up

*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: OysterFest is Wellfleet SPAT's main annual fundraiser. The festival will include: raw bars, food vendors, beer and wine (by separate permit), art and craft exhibitors, non-profit tents, a Family Fun Area, and main stage activities and live music featuring the annual Shuck Off.
- Number of persons involved: **7,000** per day (saturday and sunday). This includes ticketed attendees per day, volunteers, adjunct staff, fire, rescue, police, and security.
- Equipment, Food and Beverage: Main Stage, **food tent with multiple food vendors**, miscellaneous tents, beer garden, porta potties, sanitizing stations, raw bars, shellfish holding and refrigeration, supplemental power panel, sound equipment and tent, miscellaneous kids area equipment.

- Parking Arrangements: Satellite parking at Newcomb Hollow, White Crest and the town pier with drop off stops uptown by Main Street, and down by the fest at Baker's Field.
- Fees: **Admission for adults is TBD.** Children under 12 will be admitted free. Wellfleet residents will be admitted free on Sunday with valid driver's license or student ID.

Additional:

- SPAT agrees to pay for all town services utilized in the production of this event including permit fees, police and fire details, DPW support services, town water used for the event, and transfer station dump fees.
- Planning meetings with all Town Department Heads
- Planning with the Fire Department and Public Safety- Incident Action Plan will be in effect.

Permits to be obtained:

- Building (tents and stage)
- BOH (Temp Food and Sanitation)
- Electric (Power)
- Special Event Liquor License

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

SPAT will pay all police, fire, rescue, shuttle, and outside security personal

Department of Public Works (DPW):

- Provide "No Parking" signs
- Provide barriers
- Mow grounds pre fest
- Maintenance and repair post fest
- SPAT will be responsible for any repair costs to Baker's Field

Police Department

- Work with SPAT to develop security and traffic plans
- Police details throughout the weekend including security, traffic flow, parking, etc
- Arrange highway signs
- Install barrier fences as needed
- More to be determined

Fire & Rescue

- Work with SPAT to update Incident Action Plan
- Provide staff necessary for emergency services including medical tent and ambulance located strategically outside of the Fest
- Deliver light tower to main stage
- More to be determined

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 the following reason(s): \_\_\_\_\_

\_\_\_\_\_

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

Processing Fee: \$50.00

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

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

**To:** Wellfleet Board of Selectmen  
**From:** Kate Moreau, Wellfleet SPAT  
**Subject:** Addendum I- Addition of Recreation Department Town Services Requested  
**Date:** April 8, 2022  
**Initial submission date:** February 23, 2022

This addendum provides additional agreements with the Recreation Department since the initial Application of Town use Permit submitted on February 23, 2022. These agreements should fall under the section titled: “*Describe any Town services requested (police details, DPW assistance, etc)*” and can be found below:

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

**Recreation Department**

- Monitor Baker’s Field conditions during setup and breakdown of OysterFest to ensure that all trucks are driven around the perimeter of the field in order to preserve the integrity of the field.
- SPAT will pay for protective field materials in order to mitigate damage to the grass and infield dirt surfacing. All field repair decisions will be determined in collaboration between the Wellfleet DPW and Wellfleet Rec Department. (\*Costs TBD by DPW)
- SPAT will pay for relocation of programming following OysterFest if Baker’s Field is deemed unusable by the DPW for a set duration of time. Location of relocated programming will be determined in collaboration between SPAT and the Rec Department.
- SPAT will continue to use our Haas & Wilkerson Insurance Agency General Liability insurance policy that covers “Damage to Property” including the entirety of Baker’s Field and the Recreation area.

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

<p><b><u>Health/Cons. Agent Signature:</u></b></p> <p><u>Comments/Conditions: Permits/Inspections needed:</u></p> <p>OK</p>	<p><b><u>Inspector of Buildings Signature:</u></b></p> <p><u>Comments/Conditions: Permits/Inspections needed:</u></p> <p>OK</p>
<p><b><u>Police Dept. Signature:</u></b></p> <p><u>Comments/Conditions:</u></p> <p>OK</p>	<p><b><u>Fire Dept. Signature:</u></b></p> <p><u>Comments/Conditions:</u></p> <p>OK</p>
<p><b><u>DPW Signature:</u></b></p> <p><u>Comments/Conditions:</u></p> <p>OK</p>	<p><b><u>Beach Dept. Signature:</u></b></p> <p><u>Comments/Conditions:</u></p> <p>OK</p>
<p><b><u>Shellfish Constable Signature:</u></b></p> <p><u>Comments/Conditions:</u></p> <p>OK</p>	<p><b><u>Harbormaster Signature:</u></b></p> <p><u>Comments/Conditions:</u></p> <p>OK</p>

**Recreation Dept. Signature:**

**Comments/Conditions:**

**Town Administrator:**

**Comments/Conditions:**



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

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

**Applicant:** Wellfleet Shellfish Promotion & Tasting Inc. (S.P.A.T.)  
Kate Moreau, Director of Outreach & Education

**Affiliation or Group:** Wellfleet SPAT

**Telephone Number:** 973-954-0922

**Mailing Address:** Wellfleet SPAT  
PO Box 2156  
Wellfleet, MA 02667

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

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

The program will rotate among the following areas depending on the date and tide height:

- Mayo Beach Aquaculture lease area at two-three aquaculture sites at this location
- Indian Neck Aquaculture lease area at two-three sites at this location
- Mayo Beach, Town Pier, and Indian Neck public parking areas
- Fox Island parking lot, at end of King Phillip Road

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

Date	Tide Time
<b>JULY</b>	
Tuesday 5th	10:53 AM
Wednesday 6th	11:38 AM
Wednesday 13th	5:54 PM
Friday 15th	7:32 AM
Monday 18th	10:08 AM
Tuesday 19th	11:01 AM
Friday 29th	7:07 AM
<b>AUGUST</b>	
Monday 1st	8:59 AM
Tuesday 2nd	9:37 AM
Wednesday 10th	4:43 PM
Thursday 11th	5:40 PM
Monday 15th	8:51 AM
Tuesday 16th	9:39 AM
Tuesday 30th	8:26 AM
Wednesday 31st	9:05 AM
<b>SEPTEMBER</b>	
Wednesday 7th	3:30 PM
Thursday 8th	4:31 PM
Tuesday 13th	8:23 AM

Wednesday 28th	7:54 AM
Thursday 29th	8:35 AM
Friday 30th	9:19 AM

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

Wellfleet SPAT is a non-profit organization chartered in 2002 with the sole purpose of sustaining Wellfleet's vital shellfishing and aquaculture industries. SPAT achieves this goal through grant activities like our college scholarship program, awareness building events like the Wellfleet OysterFest and educational programs such as the Shellfish Farm Tours held in 2017-2021. SPAT would like to resume its Shellfish Farm Tours this summer.

This program is intended to educate the public about all aspects of shellfishing. Participants will learn about the history of shellfishing in Wellfleet, what a "grant" is, seed collection and development, various cultivation methods and practices, predators and other risks of production, harvest techniques that safely transport product to wholesale dealer for retail distribution and where to purchase. Attendees will leave with a renewed understanding of what is involved in the production of shellfish and what makes Wellfleet such a special growing region.

The proposed tours will be held among 5-6 aquaculture sites on Mayo Beach, Indian Neck, and Blackfish Creek. These locations are ideal as they have adequate public parking.

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

These tours are limited to 20-25 people to keep the number of guests to a manageable number. Fee is \$25 per person, children under 12 and under are free. Pre-registration and waivers of liability will be required.

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

SPAT will coordinate with Beach and Recreation Director and the Shellfish Constable to confirm exact tour locations and times.

Request for parking permits for those who do not have a sticker.

**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: \_\_\_\_\_

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

<b>Health/Conservation Agent:</b> <i>ok - Helary</i> Comments/Conditions:  Permits/Inspections needed:	<b>Inspector of Buildings:</b>  Comments/Conditions: <i>N/A</i>  Permits/Inspections needed:
--	--

<b>Police Department:</b> <i>ok - Hurley</i> Comments/Conditions:	<b>Fire Department:</b> <i>ok - Paulley</i> Comments/Conditions:
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<b>DPW:</b> <i>ok - Jay Norton</i> Comments/Conditions	<b>Community Services Director:</b> <i>ok - Suzanne</i> Comments/Conditions: <i>Beach Stickers required at Indian Neck 9am-5pm</i>
--	---

<b>Harbormaster:</b> <i>ok - Wal Sullivan</i> Comments/Conditions	<b>Shellfish:</b> <i>ok - Cietta</i> Comments/Conditions
---	--

<b>Recreation:</b> <i>ok - Rec</i> Comments/Conditions	<b>Town Administrator:</b>  Comments/Conditions <i>N/A</i>
--	---

## WELLFLEET CULTURAL DISTRICT SIGNAGE

In 2017, the Downtown and Marina sections of Wellfleet had the distinct honor of being named a Cultural District, joining only 50 other areas in the entire state with this designation. This distinction honors our town's unique ability to blend our rich cultural scene with our historic aquaculture industry. In addition to encouraging cultural tourism, this designation comes with many benefits from the State in terms of grants for economic development, tax credits, and support. As we prepare to renew our status for another five years, a few projects need to be wrapped up. One of them is marking the boundaries of the district with signage. MA Cultural has provided us with four 3'x4' signs. We also have access to smaller (18"x12") signs that, in some cases, may blend in with our village more appropriately. We are proposing a mix of both sizes.

In looking at locations, we made the following criteria:

- That they be placed on existing poles or structures to make installation easy for DPW
- That they don't interfere or create any confusion with any existing traffic signs
- That they mark the approximate boundaries of the district and encourage people to walk the cultural loop and follow the app created and recently updated by the Cape Cod Commission (QR code below map on page 2)
- That the signs reasonably blend in and don't create any unnecessary controversy

The locations we'd like to put signage to mark the district's boundaries are Main and Rt 6, Bank and Main, The Marina, and The Library. On the following few pages, we have included a map of the district with photos of proposed locations. Altered images, giving you an idea of how the sign might look on the existing pole or structure, have been provided.

Our goal going forward is to build on the message of what makes Wellfleet unique: our historic and world-renowned aquaculture blended with our rich cultural scene.

*Wellfleet – World-Famous Oysters – World-Class Art*



Wellfleet Cultural District "Loop"

QR Code to interactive Cultural District map



**LIBRARY**

**1st Choice (Library corner on Howland)**



**2nd Choice (W. Main in front of Library)**



**3rd Choice (across Howland on W. Main)**





MARINA OPTIONS & BANK ST.

1<sup>st</sup> Choice (Marina entrance, large sign)



2<sup>nd</sup> Choice (Kendrick and Pier)



3<sup>rd</sup> Choice (Commercial and Holbrook) Bank and Main



Main St. and Route 6

1<sup>st</sup> Choice (under Main St. sign facing both directions)



2<sup>nd</sup> Choice (center back of yield sign on island)







**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 Stanley B. Puffer \_\_\_\_\_ Date June 16, 2022\_\_  
\_\_\_\_\_

Mailing Address 25 Avery Ave Wellfleet, Ma. 02667 \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone (Home) 508 – 349 - 3047 \_\_\_\_\_ (cell) 203 – 981 - 6991  
\_\_\_\_\_

E-mail stanleypuffer@sbcglobal.net \_\_\_\_\_  
\_\_\_\_\_

Please describe briefly any work experience, including volunteer service, that you feel would be useful to the Town: Electrical / Refrigeration Contractor, HVAC Technician, active member American Legion Wellfleet Post, VFW, Little League Coach, Resident, homeowner since 1968.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Norwalk Public Schools, Ct. President, Vice President, Chief Steward of AFSCME Local 1042  
Custodial, Maintenance and Security Personnel, Ma. Master Electrician, Refrigeration Contractor, CT.  
Limited HVAC, Unlimited Electrical Contractor, Retired  
\_\_\_\_\_  
\_\_\_\_\_

---

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□ Committees/Boards of Interest:1) **Public Access Committee**

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

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

### **Town of Wellfleet Boards and Committees**

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

Town of Wellfleet  
Police Department

June 17, 2022

To: Wellfleet Select Board  
From: Chief Michael P. Hurley

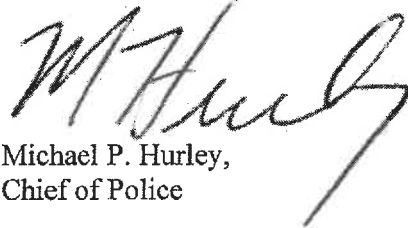
Subject: SPECIAL POLICE OFFICER REAPPOINTMENT

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

Appointment Period:        July 1, 2022 through June 30, 2023

Alex Flaxman

Respectfully submitted for your information and consideration.



Michael P. Hurley,  
Chief of Police

cc: Richard Waldo, Town Administrator  
Jennifer Congel, Town Clerk

TOWN OF WELLFLEET

WELLFLEET POLICE

OFFICERS UNION

MASS COP LOCAL 326A

JULY 1, 2018 THROUGH JUNE 30, 2021  
**EXTENDED UNTIL JUNE 30, 2023**

Contained within this document are Two (2) Memorandum(s) of Understanding between the Town of Wellfleet and the Wellfleet Police Officers Union, as well as One (1) impact bargained agreement. The dates of the agreements are as follows:

April 1st, 2020 - Article 33 Animal Control Officer position agreement

July 1st, 2021 - Memorandum of Understanding for contract extension to June 30, 2022

July 1st, 2022 - Memorandum of Understanding for contract extension to June 30, 2023

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### ARTICLE 1: RECOGNITION

Section 1. The Town hereby recognizes the Wellfleet Police Officers Union, consisting of all regular full-time sergeants, patrolmen, detective, and prosecutor, but excluding seasonal employees, part-time employees, special officers, civilians, the Chief, lieutenant, and all other employees of the Town of Wellfleet.

Section 2. Regular full-time employees mean all employees who average a minimum of thirty-five (35) hours per week over a 12-month period during the contract term.

### ARTICLE 2: NONDISCRIMINATION

Neither the Union nor the Town shall discriminate against any employee on the basis of race, creed, color, religion, sex, national origin, age, sexual orientation, membership or non-membership in the Union.

### ARTICLE 3: MANAGEMENT RIGHTS

Section 1. Subject to the express provisions of this Agreement and applicable Federal or State Statutes, the Town and its Selectmen and Police Chief reserve and retain all of the lawful powers and customary rights and authority of municipal management to manage and control the Police Department, to determine the methods and means by which the operations of said Department will be accomplished in any manner

deemed in the best interest of the inhabitants of the Town, including but not limited to:

The right to appoint, promote, assign, transfer, to issue reasonable rules and regulations and to discipline and discharge employees.

Section 2. Nothing in this Agreement shall be construed to abridge or to relieve the Chief of any powers granted under Chapter 41 , Section 97A of the General Laws.

Section 3. This Agreement contains the complete expression of the parties on wages, hours and terms and conditions of employment. Notwithstanding any contrary provisions of this Agreement, the Union on its own behalf and on behalf of the employees it represents, agrees that collective bargaining shall be the exclusive procedure concerning mandatory subjects of bargaining under General Laws Chapter 150E.

Section 4. Nothing in this agreement shall limit the Town in the exercise of its function of management and in the direction and supervision of the Town's business, except where such rights are specifically modified or abridged by the terms of this agreement. This includes, but is not limited to the right to:

Add or eliminate departments, require or assign overtime, increase or decrease the number of jobs, change process, assign work and work to be performed, schedule shifts and hours to work and lunch or break periods, hire, suspend, demote, discipline or discharge, transfer or promote, layoff because of lack of work or other legitimate reasons, establish rules, regulations, job descriptions, policies and procedures, conduct orderly operations, establish new jobs, abolish and change existing jobs, determine where, when, how and by whom work will be done.

#### ARTICLE 4: PAYROLL DEDUCTION OF UNION DUES

Section 1. Under the authority of General Laws, Chapter 180, Section 17A, as amended by Chapter 1078 of the Acts of 1973, the Town agrees that Union dues determined in accordance with the Constitution and By-Laws of the Union shall be deducted monthly from the salary of any employee in the bargaining unit who signs and remits to the Town a form authorizing such deduction. Such authorization shall remain in full force and effect until the employee ceases to be employed in the bargaining unit, or, if the employee remains in such employment, until sixty (60) days after notice in writing by the employee to the Town withdrawing the authorization, with a copy thereof filed with the Treasurer of the Union.



Section 2. The Union agrees to indemnify the Town for any expenses, damages, or other financial loss, which the Town may be required to pay or suffer by an arbitrator, administrative agency, or court of competent jurisdiction as a result of the Town's compliance with this Article.

#### ARTICLE 5: DEDUCTION OF AGENCY SERVICE FEE

Section 1. In accordance with the provisions of General Laws, Chapter 180, Section 17G, as amended by Chapter 1078 of the Act of 1973, the Town agrees that effective thirty (30) days after the execution date of this agreement or thirty (30) days following the commencement of employment, whichever is later, each employee who elects not to join or maintain membership in the Union shall be required to pay as a condition of employment, a service fee to the union in the amount that is proportionately commensurate with the cost of collective bargaining and contract administration, but not to exceed the amount of periodic dues paid by employees who are members of the Union.

Section 2. As in the case of check off of Union dues, the employee may consent in writing to the authorization of the deduction of agency service fee from his/her wages and to the designation of the Union as the recipient thereof. Such consent shall be on a form, acceptable to the Town, signed by the employee. An employee may withdraw said authorization by giving at least a sixty (60) day notice to the Town.

Section 3. The union agrees to indemnify the town for damages or costs in complying with this article.

#### ARTICLE 6: JOB SECURITY

Section 1. The twelve (12) months of employment following the date of initial appointment shall be considered a probationary period. A regular full-time employee covered by this Agreement with more than twelve (12) months of continuous active service in the department shall not be disciplined or discharged except for just cause. Probationary employees may be terminated without any requirement on the part of the Town to document just cause reason for termination. In the event an employee does not serve twelve (12) consecutive months for any reason, the Town may extend such employee's probationary period the amount of time equivalent to such time the employee was absent resulting therefore in a probationary period equivalent to twelve (12) months of time actually worked.

ARTICLE 7: NO STRIKE CLAUSE

Section 1. It shall be unlawful for any employees to engage in, induce or encourage any strike, work stoppage, slowdown or withholding of services by such employees. Any employees violating said provisions shall be subject to disciplinary action including discharge.

Section 2. The Union will not instigate nor condone any such illegal action as specified in Section 1 and will take all necessary steps to stop such action and make every move to return the employees to work.

ARTICLE 8: GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. Any grievance or dispute which may arise between the parties concerning the application, meaning or interpretation or any express term of this agreement, shall be settled in the following manner:

Step 1. The Union steward, with or without the aggrieved employee, shall submit the grievance in writing to the Chief or his / her designee within fourteen (14) calendar days, excluding holidays and weekends, after the employee knew or should have known of the occurrence or failure of occurrence of the incident upon which the grievance is based. The Chief or his/her designee shall have fourteen (14) calendar days to respond to said grievance.

Step 2. If the grievance has not been resolved after its submission to the Chief or his/her designee, it shall be submitted to the Town Administrator or his / her designee in writing within fourteen (14) calendar days after the response of the Chief or his / her designee, or the date on which the answer is due, whichever date is earlier. The Town Administrator or his/her designee shall have fourteen (14) calendar days to respond to said grievance.

Step 3. If the grievance has not been resolved after its submission to the Town Administrator or his / her designee, it shall be submitted to the Board of Selectmen in writing within fourteen (14) calendar days after the response of the Town Administrator or his / her designee, or the date on which the answer is due, whichever date is earlier. Within thirty (30) calendar days of receipt of the grievance, the Board of Selectmen, or their designee, shall hold a hearing, and shall

render a decision within twenty-one (21) calendar days after the hearing. If the grievance has not been resolved by the Board of Selectmen, the Union may submit the grievance to arbitration within fifteen (15) calendar days following the Board of Selectmen's answer or the date on which said answer is due, whichever date is earlier, with a copy of the submission letter to the Board of Selectmen.

Section 2. Time Limits. If at the end of fourteen (14) calendar days following the occurrence of any grievance or the date when any employee affected by the grievance should have knowledge of its occurrence, whichever is later, the grievance shall not have been presented at Step 1 of the procedures set forth herein, the grievance shall be deemed to have been waived. Furthermore, any grievance in process under such procedure shall also be deemed to have been waived if the action required to process the said grievance to the next step in the procedure by the Union shall not have been taken within the time specified thereof above. Any time limits herein set forth may be waived and/or extended by mutual agreement of the parties.

Section 3. The Arbitration shall be conducted by the American Arbitration Association under its existing rules of procedure. The decision of the arbitrator shall be final and binding upon the parties except that the arbitrator shall make no decision, which alters, amends, adds to or retracts from this Agreement or which modifies or abridges the management rights and prerogatives of the Town. The Town and the Union shall share costs of the arbitration proceedings, except for transcripts requested by a party, equally.

Section 4. Notwithstanding any contrary provisions of this Agreement, matters concerning the discipline or discharge of a probationary employee shall not be subject to the grievance and arbitration provisions of this Article.

Section 5. All tenured employees shall have their choice of arbitration or Civil Service procedure. The Board of Selectmen agrees to abide by the employee's choice.

Section 6. All full-time officers, with over twelve months full-time service but less than five years full-time service, who are terminated, discharged, or removed, shall be entitled to the following: The in-place grievance process as outlined by the Town of Wellfleet and Union collective bargaining agreement, which includes a hearing before an arbitrator as outlined in Article 8 (Grievance and Arbitration Procedure) of the contract.

## ARTICLE 9: HOURS OF WORK - OVERTIME - COMPENSATORY TIME

Section 1. Work Week. The Wellfleet Police Officers & Sergeants shall work a so-called 4 + 2 work schedule consisting of four days of work and two days off. The schedule, which shall be prepared four (4) weeks in advance, shall take a twelve (12) week cycle to complete an average 40-hour week. Each day's work will consist of eight hours and fifteen minutes. The Detective/Prosecutor shall work a 5 - 2, 5 - 2, - - 3 schedule unless altered by mutual agreement between the Chief and the detective, detective/prosecutor, or prosecutor.

Section 2. Overtime. Any work performed in excess of a normal work day or normal work week will be paid at one and one-half ( 1 1/2 ) the hourly rate, except the rate will be at double-time on Holidays, at the base hourly rate of pay (therefore, overtime rate) calculated on a salary which shall be divided by the actual number of hours worked per year, unless a leap year, which shall be calculated appropriately, and, except that swapped shifts shall not increase the cost to the Town and shall be subject to the approval of the Chief or his designee. Overtime requests submitted shall be rounded out to the nearest quarter (1/4) hour. In addition, employees will obey the Chiefs order relative to completing reports and associated paperwork at the end of an assigned shift. Officers who violate such order may be called back to complete appropriate reports at no cost to the Town. Overtime shall be assigned equitably and distributed impartially among all full-time employees of the bargaining unit. A list shall be established by the Chief and posted within the Police Station showing overtime distributed. The Union shall have the right to examine the list at its option. Overtime refused shall not be considered overtime worked for the purpose of the above-described distribution. The first two (2) calendar days an employee is absent from duty, if the shift is to be covered, shall be offered to full-time employees within the bargaining unit within their normal and customary assigned duty as patrol for patrol. If no full-time employees in the bargaining unit customarily assigned the same duties take the vacant shift, it may be offered to employees outside the bargaining unit, including on-duty police personnel. Whenever deemed necessary by the Chief or his designee, employees may be required to perform overtime services. Overtime rates will not be pyramided. When more than one overtime rate applies, only the highest single rate will be paid.

Section 3. Call-Back Call In. If, after completing a scheduled tour of duty, any employee is called back to work, except as specified in Section 2 above, he shall receive time and one-half (1 1/2 ) his hourly rate for work performed, but in no event shall be paid for less than three (3) hours. For any call back for out of agency work an employee shall be paid a minimum of four (4) hours.

Call-in is defined as any time prior to three (3) hours before an employee's next scheduled shift, to be paid in full hour increments. For example, if a 7 to 3 shift:

Time Call in Log		Overtime Amount
0615 call	=	1 hour
0555 call	=	2 hours
0505 call	=	2 hours
0440 call	=	3 hours

Callback does not include any scheduled event or scheduled training. Any other unscheduled work will be considered callback.

Section 4. Court Time. Appearance in any court for the government within the Commonwealth as a result of employment with the Town and outside the Commonwealth with the approval of the Chief, at other than normal working hours shall be compensated for one and one-half (1 1/2 ) times the hourly rate of pay, but in no event shall an employee receive less than four (4) hours pay for such appearance.

Section 5. Compensatory Time. Compensatory time off in lieu of overtime payments may be granted at the same rate of time and one-half (1 1/2 ) with the approval of the Chief. Compensatory time taken under the provisions of this contract, although calculated at time and one half for each hour of overtime worked, is actually paid at the regular base salary appropriation. Upon the death of any employee who is covered by this Article, and has accumulated compensatory time, the amount of compensatory time shall be paid at the prevailing rate in the manner provided by General Laws, Chapter 41, Section 111I.

Section 6. Compensatory time allowed department members shall be limited to eighty (80) hours per member, to be used within ninety (90) days. However, so as to reduce confusion as well as the complexity of calculating when compensatory time is due to be taken, the "aging" of the time will begin on the first day of the next month after

the time is accrued. In other words, if compensatory time is earned on January 7th, the ninety (90) day clock would start February 1<sup>st</sup> and the time would have to be taken by the last day of April. Therefore, although members have a nominal ninety (90) days to use their compensatory time, the usage window of opportunity can be nearly an additional full month.

The months of July and August would not be counted for the above purpose. In other words, comp time earned on June 15<sup>th</sup> would stop "aging" July 1<sup>st</sup> and begin to "age" again on September 1st. Stated in other words, June 15<sup>th</sup> compensatory time (for that matter, any compensatory time earned in June) would not begin the ninety (90) day clock until September 1<sup>st</sup>.

### ARTICLE 10: SENIORITY

Section 1. Seniority shall mean an employee's length of continuous service with the Town as full-time patrolman or sergeant, or the detective/prosecutor appointed by the Chief.

Section 2. Seniority within the position shall be used to determine vacation assignment and bidding of working schedules. Patrolmen cannot work a shift for more than four consecutive bids (the bid starting on 12/01/2004 will be counted as the first bid). If a patrolman has to change a shift, he/she will be entitled to the next available shift according to seniority. Sergeants will receive shift bid by seniority with the following adhered to. If four (4) officers hold the rank of Sergeant, then between *only* the two (2) most junior Sergeants, the most junior Sergeant *may* "bump" the second most junior sergeant for one (1) shift bid (3 months) after having been on a particular shift for three (3) consecutive bids (9 months) in a row. If the rank of Sergeants is reduced from the current number of four (4) positions, then the above language will be renegotiated.

Section 3. A seniority list shall be established and posted in a conspicuous place within the police station. This list shall be furnished annually on July 1<sup>st</sup> by the Chief of Police and updated by the Chief of Police.

Section 4. Seniority shall not be affected by vacation, sick leave, military leave, injury time sustained in the line of duty, or any other temporary leave of absence agreed upon between the Chief of Police and the employee.

Section 5. Badge numbers shall be assigned with the lowest number to the most senior officer.

Section 6. Time off resulting from a suspension will be deducted from the employee's seniority. A suspension that is overturned will not affect an employee's seniority. A member of the bargaining unit whose suspension is overturned shall be compensated for all lost wages, earnings, and benefits.

#### ARTICLE 11: UNIFORM ALLOWANCE

Section 1. There shall be a uniform allowance of one thousand dollars (\$1,000) in each year of the contract. Said amount shall be either paid in a check on the second payday in July to the employee or the employee may elect to provide the department with receipt for purchases for uniforms, uniform gear, police related equipment and clothing that shall not exceed the allotted amount. Each employee shall notify the department in writing as to the method chosen regarding their uniform allowance by July 1st. Non-notification by an employee shall constitute a request for payment. Said allowance will be used for the purchase of uniforms, maintenance (see list of uniform article) and cleaning such uniforms. Any change of style, type or color of the uniform be at the expense of the Town, unless the uniform change is mutually agreed upon by the department members and the Chief.

Section 2. The Chief retains the right to order officers to replace worn or faded items of clothing. The Chief will have the right to choose vendor, inspect all purchases, and otherwise assure uniformity and control of the expenditures. The Chief shall have the authority to approve all purchases,

Section 3. Each new full-time employee entering the service of the Wellfleet Police Department shall receive the allotted uniform allowance for that year, for the purpose of purchasing uniforms. In addition, when a new full-time police officer is hired, the Town of Wellfleet, shall supply him or her at the Town's expense, the following uniform articles:

1 Duty Jacket (Winter)

1 Pair of Boots

1 Shirt

1 Pair of pants

Uniforms and equipment shall be returned to the Town upon termination of employment or whenever so ordered by the Police Chief. Uniforms shall consist of, but not be limited to, the items listed below.



UNIFORMS (Police Officers)

50 MDC hat	short sleeve shirts
Trooper hat	Pair black dress shoes (above or below ankle)
Cruiser Jacket	Shoulder patches
Spring/Fall Jacket	Civilian clothes (for use in Court of Special Assignment)
Pair triple knit pants	other items of uniform or equipment as the need arises

The Town of Wellfleet shall provide, at no cost to the police officer, the equipment listed below.

EQUIPMENT (Police Officers)

2 Clip-on ties	1 Pair rain boots	1 Raincoat
1 Pair insulated leather gloves	1 All collar badge	1 Hat badge
2 Badges	1 Whistle	1 Whistle holder
1 Whistle chain	2 Name plates	1 Black Garrison belt
1 Gun belt	1 Gun holster	1 Service type handgun
		1 Flashlight with batteries
1 Pair of handcuffs and holder	1 Manadnock	(Batteries replaced as used)
200 Rounds of Ammunition w/training	(qualifying twice a year, every six months)	

Section 4. Any third-party reimbursement for uniform items damaged or stained in the line of duty shall be payable directly to the employee without deduction from the uniform allowance, provided said employee produces a receipt indicating he has applied said proceeds towards cleaning or repairing or replacing the damaged uniform article.

ARTICLE 12: IN-SERVICE TRAINING

Section 1. Basic Police Academy. Employees attending the "Basic Police Academy" (Referred to as the "Academy") shall be paid in accordance with Massachusetts General Laws, Chapter 41) Section 96B. The employee shall in no event be entitled to compensation exceeding their regular daily or weekly salary regardless of whether such Academy attendance involves travel, overnight residence, or time spent studying or in preparation for course work. However, the employee will be entitled

to reasonable expenses as determined by the Chief of Police or his designee on a case-by-case basis. The hours of work at the Academy will be determined by the Academy. The Town will be responsible for Academy fees.

Section 2. In-Service. In-Service Training is defined as that annual training mandated by Massachusetts General Laws for municipal police officers, under Chapter 41, Section 96B:

- Travel to and from the In-Service Training site is not compensable with overtime unless the location of the training venue is off-Cape.
- The Chief may authorize the use of a department vehicle for travel to and from the In-Service Training site. Use of such a vehicle is for the convenience of the officer(s) and is not required.
- Should circumstances warrant, the employee may be entitled to reasonable expenses with the approval of the Chief of Police or his designee.
- Members are eligible for reimbursement for lunch, subject to the same meals payment policy in effect for other Town of Wellfleet employees.

Section 3. Recurrent State Mandated Training. This shall include but not be limited to Breathalyzer, CPR, EMT, or other re-certifications as required by the State or Chief of Police and shall be attended at the direction of the Chief of Police or his designee.

- Travel to and from the training site is not compensable with overtime.
- The Chief may authorize the use of a department vehicle for travel to and from the training site. Use of such a vehicle is for the convenience of the officer(s) and is not required.
- Department members shall be subject to the same meals payment policy in effect for other Wellfleet Town Employees.
- Should circumstances warrant, the employee may be entitled to reasonable expenses with the approval of the Chief of Police or his designee.

Section 4. Other Training. Other Training sessions, which are authorized by the Chief of Police, and which involve travel, overnight residence, or time spent studying or in preparation for course work. The Town agrees to maintain its past practice for out-

of-town training sessions whereby officers will have their expenses of food, travel, and hotel paid for by the Town if authorized to attend such training courses by the Chief.

- Travel to and from the training site is not compensable with overtime.
- Officers, although assigned to a 4-2 work shift, when attending out of town training courses which last for five (5) days, will be compensated for the 5<sup>th</sup> day. The compensation will either be an administrative day off (straight time not calculated at 1 1/2) or overtime, which will be at the discretion of the chief.
- The Chief may authorize the use of a department vehicle for travel to and from the training site. Use of such a vehicle is for the convenience of the officer(s) and is not required.
- Department members shall be subject to the same meals payment policy in effect for other Wellfleet Town employees.
- The Town shall be responsible for arranging and paying for hotel/motel accommodations for the department members and employees.
- Should circumstances warrant, the employee may be entitled to reasonable expenses with the approval of the Chief of Police or his designee.

In the event that there is an amendment to Massachusetts General Laws, Chapter 41 , Section 96B, or in the event that any finding required by this Article is not approved by the Town Meeting from time to time, the parties agree at the request of either party to promptly commence re-negotiation of this Article.

### ARTICLE 13: VACATIONS

Section 1. Vacation days to be accrued on the following basis for all regular full-time employees:

Hire to 5 years of service	1 day per month	to a maximum of 20 working days
6 to 10 years of service	1 1/4 days per month	to a maximum of 25 working days
11 to 15 years of service	1 1/2 days per month	to a maximum of 30 working days
16 to 20 years of service	1 3/4 days per month	to a maximum of 35 working days
21 or more years of service	2 days per month	to a maximum of 40 working days

Vacation days begin to accrue from first month of service and are not to be used until an employee has completed the first six months of service.

Vacation days will not be granted to temporary employees. Employees may take their vacation on a weekly basis upon the approval of the Chief in the following manner:

1. Requests for a vacation within a re-established period of time. The time frames will be tied in with the 12-week bid cycle. For the upcoming bid, employees may submit vacation request for a two-week period between the 14<sup>th</sup> and week before the bid's commencement. The Chief or his/her designee will approve these requests on a seniority basis prior to the week of the bid's commencement.

For example:

14 weeks prior to the bid's commencement;	Vacation request open
12 weeks prior to the bid's commencement	Vacation request close
10 weeks prior to the bid's commencement	Approval / Denial due

2. Vacation request after the pre-established request periods: The Chief or his/her designee will approve the vacation requests submitted after the above-mentioned time frame on a first come first served basis, that is not subject to the seniority rules defined above. Approval or denial of said request shall be given to the employee within ten (10) working days of submittal.
3. Vacation request prior to the pre-established request periods: The Chief will approve vacation requests submitted prior to the above-mentioned time frames for special circumstances (i.e. wedding, travel, etc.) on a case-by-case basis. Employees may take a maximum of four (4) days of vacation during the summer months with the approval of the Chief. Notwithstanding the foregoing, the Police Chief reserves the right to limit the number of officers on vacation at any one time and to deny vacation requests at such time as in his opinion may conflict with the needs of the Town.

Section 2. An employee who is laid off, retired or honorably resigns from the services of the Town for any reason other than for cause shall be compensated of accrued unused vacation.

Section 3. Upon the death of an employee who is eligible for vacation under this article payment shall be made in an amount equal to the vacation time at the prevailing rate in the manner provided by General Laws, Chapter 41 , Section 111I

**ARTICLE 14: HOLIDAYS**

All regular full-time employees shall be entitled to twelve (12) paid Holidays. Holidays will be observed on the day that the Holiday occurs. The Holidays referred to in this Article are listed below:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Washington ' s Birthday	Veteran's Day
Patriot's Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	Juneteenth

and any other Holiday granted by the Board of Selectmen to all other Town employees or holidays passed by the State Legislature.

When a Holiday occurs, the employee has the option of:

- 1) Requesting and, if granted, receiving the Holiday off, or;
- 2) Receiving the Holiday day's pay, or;
- 3) Receiving a day-off in lieu of the Holiday, to be taken off with the approval of the Chief of Police or his designee.
- 4) Holidays saved shall be taken off prior to the end of the fiscal year in which the Holiday occurred or the employee shall be paid for the Holiday with no right for a grievance.

If an employee is absent due to sick leave on the workday immediately preceding or following a holiday, or on the actual holiday itself, the employee may be required to submit a physician's certification prior to receiving any holiday pay.

**ARTICLE 15: LEAVES OF ABSENCE**

Section A. Sick Leave. Every full-time employee shall accrue sick leave at the rate of one and one-quarter (1 1/4) days for each month of actual service. Sick leave may be used where said leave is caused by sickness or injury not incurred in the course of his employment. Sick leave may be used for illness or disability arising out of or caused by childbirth. Employees who are absent from duty on account of sick leave status for more than six (6) continuous months will not receive additional uniform allowance or holiday pay while on leave and will not continue to accrue vacation while on leave. Employees who are absent from duty on account of injured on-duty status shall receive their regular weekly pay but will not receive

additional uniform allowance or holiday pay while on leave and will not continue to accrue vacation while on leave.

1. Sick leave not used in the year in which it accrues, together with any accumulated sick leave standing to the employee's credit on the effective date of this Agreement and not used in the current year, may be accumulated for use in a subsequent year. Upon an employee's honorable discharge from the Wellfleet Police Department, i.e., medical retirement, honorable resignation, the Town will compensate the employee at a rate of ten percent (10%) of the accumulated sick leave at the prevailing rate. Members honorably discharged from the Wellfleet Police Department, i.e., retirement, medical retirement, honorable resignation, with ten or more years of service will be compensated at twenty-five (25%) of the prevailing rate.
2. When absence for sick leave is for a period of three (3) days, an employee shall, if requested by the Chief, file a Physician's Certificate of Disability signed by a regularly licensed and practicing physician before the employee shall be entitled to sick leave benefits. The employee will fully cooperate with the Town in being examined by a physician or clinic designated by the Police Chief as a condition of receiving sick leave benefits, said examination to be paid for by the Town.
3. An employee who is receiving Disability Compensation may take so much of the sick leave allowance to which he or she is entitled as, when added to the amount of any disability compensation, will result in the payment of full salary for any particular work week.
4. The Chief may, in his sole discretion, authorize the use of sick leave by an employee in the event of a serious illness of a member of the employee's immediate family. In the event that the sick leave authorized hereunder exceeds three (3) days, the employee, if requested by the Chief, shall file a physician's certificate of disability as that relates to a member of the family who is seriously ill. Such certificate shall state that the employee is needed for assistance.
5. The immediate family shall mean spouse, father, mother, brother, sister, child, stepchild, mother-in law, father-in-law, son-in-law, daughter-in-law, spouse's sister, spouse's brother, grandmother, grandfather, grandchildren, stepfather, stepmother, half- brother, and half-sister.
6. Upon the death of an employee who is covered by this article and who has accumulated sick leave, payment shall be made in an amount equal to ten percent of the accumulated sick leave at the prevailing rate in the manner provided by General Laws, Chapter 41, Section 111I.

Section B. Death Leave                      Death Leave. In the event of the death of a member of the immediate family of an employee, the employee will be granted leave without loss of pay. The immediate family shall mean spouse, father, mother, brother, sister, child, stepchild, mother-in-law, father-in-law, son-in-law, daughter-in-law, spouse's sister, spouse's brother, grandmother, grandfather, grandchild, stepfather, stepmother, half-brother, half-sister. Leave under this section shall not exceed four (4) consecutive days.

Section C. Injury                              Injury while in the line of duty shall be paid by the Town under Chapter 41, Section 100, et al., of the Massachusetts General Laws.

Section D. Other Leaves of Absence.      Leaves of absence without pay for limited periods not to exceed one (1) year, may be granted by the Chief with the approval of the Board of Selectmen and such leave may be granted or renewed with the approval of the Board of Selectmen.

Section E. Personal Days                  Personal business days maybe charged to vacation days, compensatory time, or holidays with approval of the Chief of Police or his designee. The Police Chief is authorized to post regulations governing what notice requirements must be met before the Chief approves the use of such personal business days.

Section F.                                      If a Union member is sick or injured for eight consecutive work (duty) days or is sick or injured for more than twelve total duty days in any given bid-cycle, the Chief, at his sole discretion, may reassign the junior-most officer (not including any Union member employed as of December 1, 1999) to any shift deemed appropriate during the next bid-cycle. The sick or injured Union member's shift schedule bid will not be impacted.

Section G.                                      Every employee covered by this agreement shall be permitted a total of (3) personal days each fiscal year with the approval of the Chief. Except in emergencies, employees should provide the Chief with 48 hours' notice.



## ARTICLE 16: INSURANCE

All full-time employees of the bargaining unit shall be eligible to participate in the Town of Wellfleet's health insurance program. Effective July 01, 2008, Master - Medical Plan is not an available medical plan. The insurance shall be paid out sixty five percent (65%) by the Town and thirty five percent (35%) by the employee.

In the event that a member wishes to decline group health insurance, the town will pay the employee 25% of the Town's share of the least expensive plan to which the employee is entitled. Payment to eligible employees who decline participation in the Town's group health insurance plan will be made semi-annually on the last payroll in December and the last payroll in June for the previous six months. Employees who have not been on the payroll for the full prior six (6) month period will receive such payments on a pro-rated basis. Any employee who declines participation in the Town's group health insurance plan must provide proof of independent insurance coverage.

The Town of Wellfleet shall provide, at no cost to the employee, a seventy-five thousand (\$75,000) dollar "In the Line of Duty" life insurance policy for all officers, for death in the course of or resulting from employment as a police officer.

## ARTICLE 17: SAFETY COMMITTEE

Section 1. The Union may establish a Safety Committee of not more than two (2) members, which may meet with the Chief of Police for a mutual exchange of opinions, ideas and discussion concerning the safety and health conditions of the Department. Such meetings may take place periodically but at least one (1) every three (3) months upon the specific request of the Union or the Town. An agenda shall be required for each meeting.

## ARTICLE 18: UNION REPRESENTATIVES

The name of the Union Steward shall be furnished to the Town immediately after their designation and the Union shall notify the Town of any changes forthwith. A Steward may be granted reasonable time off during working hours to investigate and settle grievances at the discretion of the Chief.

## ARTICLE 19: LABOR MANAGEMENT MEETINGS

The Selectmen or their designee, shall meet with the members of the Union bargaining committee periodically for the mutual exchange of opinions, ideas, and discussions with respect to policies and practices affecting the implementation of the Agreement, status of current and new projects, and other matters of mutual interest. All pending grievances may be discussed at said meetings. A written agenda shall be required for each meeting.

## ARTICLE 20: DURATION

Section 1. This contract shall be effective from July 1, 2018, through June 30, 2021. Retroactive payments shall be made on the following: wages (Attachment A), Quinn, OIC, longevity, holiday pay, and department overtime (does not include overtime paid under a grant, i.e. community policing, highway safety, etc.). The Town and the Union have mutually agreed to extend this current document until June 30, 2023. MOU effective July 1, 2021, and MOU effective July 1, 2022. This contract is now in effect until June 30, 2023.

All funding and other provisions requiring Town Meeting approval as contained herein are subject to vote of Town Meeting.

The parties are bound by the terms specifically contained herein and by any law or laws, State or Federal, which supersede this contract.

Section 2. This Agreement contains the complete agreement between the parties and no additions, waivers, deletions, changes, or amendments shall be made during the life of the Agreement, except as provided by law, or as expressly set forth in the management rights clause of this contract, or except by mutual consent in writing of the parties hereto. The Union acknowledges that during the negotiations which resulted in the Agreement, it had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining, that all subjects have been discussed and negotiated and that the agreements contained in this Agreement were arrived at after free exercise of such rights and opportunities. The Union, therefore, voluntarily and without qualification, waives any rights it may have had in this respect.

Section 3. Either party desiring to renegotiate this Agreement for a new contract after June 30, 2023, must notify the other in writing on or before February 1, 2023. This notice for a new contract, if given, must contain in writing the changes desired and until a satisfactory condition is reached in the matter of such changes, the original provisions of this contract shall remain in full force and effect.

## ARTICLE 21: TIME OFF FOR BARGAINING

Members of the Union Negotiation Committee, not to exceed two (2), will be allowed time off without loss of pay to attend negotiation meetings, for a maximum of three (3) hours. This does not extend to mediation, fact finding or arbitration sessions.

## ARTICLE 22: UTILIZATION OF PRIVATE MOTOR VEHICLE

The Town agrees to reimburse the employee for the use of his/her private automobile for any and all department business when the department employee is authorized to use his vehicle by the Chief or his designee, and at the rate allowed by the Internal Revenue Service, less mileage reimbursement by court. Said use shall be for official use only and shall require prior approval of the Chief or his designee.

## ARTICLE 23: PRIVATE DUTY

Section 1. Private duty shall be offered to regular full-time police officers within the bargaining unit and prior to being offered to full-time officers outside the bargaining unit, special officers, or seasonal officers in accordance with the procedures of Section 2. Nothing contained in this section shall be construed to preclude the use of special police officers for municipal details.

Section 2. (a) The rotation list will be ranked on the basis of seniority and distributed equally and impartially among the members.

(b) Once each employee on the rotation list has been offered the opportunity to work the Chief can call upon special or seasonal officers to work private duty.

Section 3. Notwithstanding the other provision of this Article, the Chief may assign a particular duty to a particular employee (regular or special officer) where special circumstances warrant and by notifying the Union Steward of the assignment and reason, therefore. Such special circumstances include, by way of example and not limitation, an employee volunteering his services to a non-profit organization, or an assignment requiring special skills, or poor performance in a previous similar assignment.

Section 4. The Chief reserves the right to determine whether particular work should be assigned as private duty or by way of regular assignment.

Section 5. Effective on the day following the execution of this contract, a minimum of four (4) hours pay shall be required for private duty. All private duty details which are in excess of four (4) hours shall be paid for eight (8) hours. All private duty details which are in excess of eight (8) hours shall be paid in successive two (2) hour increments. All hours in excess of eight (8) hours shall be paid at a rate of 1.5 times the then applicable private detail rate.

Section 6. If a detail available within the Town of Wellfleet is traditionally available to other law enforcement agencies, the highest rate of detail pay for any applicable agency shall be the rate of pay for all Wellfleet employees working the detail.

Section 7. All detail payments will be channeled through the Chief or his designee to assure proper accounting and the collection of administrative fees.

Section 8. Failure of a private employer to notify the police station of the cancellation of the need of a police officer at least one (1) hour prior to the commencement of a scheduled paid detail will result in said private employer being liable for a minimum of four (4) hours pay at the applicable detail rate. An employer who notifies the station more than one hour but less than two hours before the scheduled starting time of a private detail shall incur a two (2) hour minimum payment obligation at applicable detail rates. Notice of cancellation of need for a police officer more than two (2) hours before the scheduled starting time of a detail shall exempt a private employer from any payment liability.

Section 9. Employees will be paid for any detail in the manner in which overtime is currently processed and paid.

Section 10. Private detail rate upon Execution of this Agreement, July 1, 2022, will be \$55.00 per hour.

#### ARTICLE 24: PAY SCALE

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

Section 2. The Town may waive the probationary pay period and place an employee at a rate of pay at Step 1, Step 2, or Step 3 if, in the discretion of the Town, the employee has prior working experience as a police officer or Telecommunicator and [or prior police academy training in accordance with the Massachusetts Criminal Justice Training Council requirements.

Section 3. If the Chief designates an officer (or officers) as Detective and/or Prosecutor, each officer in said position shall receive one thousand five hundred (\$1,500) dollars, assuming he/she works eight (8) or more months in that position in the prior twelve (12) month period.

Section 4. If the Chief designates an officer (or officers) as Field Training Officer (s) FTO, each officer in said position, who has been certified and completed a Field Training Officer & Evaluation Program Course, will receive one (1) hour compensatory time for every 8.25-hour shift that he/she completes in the training of a full-time officer

ARTICLE 25: POLICE PAY INCENTIVE PROGRAM / QUNN BILL  
EDUCATIONAL INCENTIVE

Section 1. Effective July 1, 2010, all Employees covered under this Agreement will be paid a salary that includes any and all state or local educational incentives, including the so called 'Quinn Bill" educational incentive program, under MGL c. 41 Section 108L. (See Article 24, Attachment A). No additional amounts for educational incentive will be paid on top of the salaries listed in Attachment A to Article 24, since the parties agree and acknowledge that the salaries referenced in Attachment A reflect pay adjustments that encompass any and all educational incentive payments due under G.L. c. 41, 108L or otherwise.

Section 2. Sergeant Turner will be paid a one-time base wage increase on July 1, 2011 equal to 5% of their base pay (See Attachment A to Article 24) as an acknowledgement of the Union agreeing to eliminate eligibility for the local education incentive that was formerly found under Article 25 of the prior collective bargaining agreement.

Section 3. Any police officer hired after July 1, 2010, will be paid in accordance with the pay scale listed in Attachment A to Article 24. "

Section 4. Effective upon execution of this Agreement, any police officer hired after July 1, 2011 who does not receive any other educational incentive from the Town will be eligible for the following bi-weekly educational incentive:

Associate Degree	\$134.62	(\$3,500 yearly)
Bachelor's Degree	\$211.50	(\$5,500 yearly)
Master's Degree	\$288.46	(\$7,500 yearly)

The above incentives are non-cumulative, and the degrees must be in criminal justice, or an equivalent subject matter approved by the Police Chief and Town Administrator. New officers would become eligible for this benefit upon their one-year anniversary date of hire. This incentive would begin to be paid on the first payroll following thirty (30) days after an officer's degree is conferred or their one-year anniversary date of hire, whichever is later.

ARTICLE 26: LONGEVITY

Section 1. Upon an employee's completion of five (5) years of continuous full-time service the sum of four hundred dollars (\$400.00) shall be paid on the anniversary date of the employee and an additional forty dollars (\$40.00) for each year of continuous full-time service completed thereafter shall be paid annually on the employee's anniversary date within one (1) month of such employee's anniversary date. For example: After five (5) years of continuous service, four hundred dollars (\$400.00); after six (6) years continuous service, four hundred and forty (\$440.00) dollars, etc. Upon an employee's fifteenth (15<sup>th</sup>) anniversary date, he/she shall be paid longevity in accordance with section 2 below.

Section 2 For all employees hired after July 1, 2010, longevity will be capped at \$3,000 dollars. Upon an employee's fifteenth (15<sup>th</sup>) anniversary date, he/she shall be paid longevity in accordance with the following non-cumulative schedule:

15 — 19 years	\$1,500.00
20 — 24 years	\$2,000.00
25 — 29 years	\$2,500.00
30 years plus	\$3,000.00

ARTICLE 27: REDUCTION IN FORCE

Section 1. The Town retains exclusive rights to determine the number of police officers and other employees, which are needed in the department and also retains the exclusive right to determine the number and type of employees to be laid off.

Section 2. Employees will be laid off in order of seniority within the department as provided in Article X, and the least senior employee in the classification, who is the subject of the layoff shall be the first employee laid off.

Section 3. An employee who is the subject of a layoff shall have the right to require the layoff of an employee with less seniority in a lower rank and upon the layoff of the employee of lower rank the employee originally subject to layoff shall assume the rank of the employee so laid off and shall thereafter be compensated as provided by this

agreement as an employee of the position assumed. For purposes of establishing the relative ranking of positions within the department for this article, the positions in order of descending rank are Sergeant, Patrolman, Clerk -Telecommunicator, Telecommunicator.

Section 4. Laid off employees shall be recalled in inverse order of their layoff within their rank as positions become open. Employees shall remain on a recall list for a period of three (3) years from the date of their layoff. An employee who is recalled by the Department within three years shall have restored to him all benefits accumulated at the time of his layoff. When a vacancy occurs the Union shall be notified by certified mail at its last address of record or by delivering in hand to the steward and who shall in turn be responsible for notifying the employee within five (5) business days by certified mail. As many as three employees on the recall list may be notified simultaneously. Failure to accept certified mail shall not be deemed sufficient reason for failing to meet the response date. Failure to the individual employee to respond to the Town or its designee with a letter of acceptance within fifteen business days after notice shall be considered a rejection of such offer and the employee shall be dropped from the recall list. It shall be the responsibility of the employee on the recall list to inform the Department and the Union of their current mailing address or any changes thereof.

#### ARTICLE 28: MISCELLANEOUS

Section 1. Space shall be provided in the squad room for a Union Bulletin Board of reasonable size for the posting of announcements relating to Union business. All such notices shall be approved for posting by the Chief.

Section 2. Copies of General Orders, Special Orders and Personal Orders shall be supplied to the Union Officer upon request and copies of such orders issued subsequent to the effective date of this Agreement shall be supplied to him at time of issuance.

Section 3. All parties to this Agreement shall cooperate in the enforcement of safety rules and regulations. Complaints with respect to unsafe or unhealthy working conditions shall be brought to the attention of an employee's superior officer or the Chief of Police.

Section 4. The Town shall provide a complete set of the General Laws and a current Wellfleet Street listing at the Police Station. Each permanent officer shall be provided with a copy of the rules and regulations for the government of the Police Department, general



By-Laws of the Town, and any Traffic Rules and Orders, as needed. Within the scope of the available appropriations, it shall be the responsibility of the Chief to keep the aforementioned current.

Section 5. The substance of all complaints against employees shall be furnished in writing to the employee prior to any disciplinary action being taken by the Department against the employee.

Section 6. With the permission of the Chief of Police, a space in the Police Station may be used by the Union for meeting and discussions of Labor-Management issues of interest to this Agreement.

Section 7. Reporting Injuries in the Line of Duty. An employee injured in any way while in the service of the Town, shall report said injury or cause said injury to be reported to the Chief forthwith and in no event later than twenty-four (24) hours after said employee has knowledge of the injury. The employee shall also file or cause to be filed as soon as reasonably possible thereafter, a written report, specifying the following information to the extent the same is available at the time said report is prepared:

1. Time and place of injury
2. Duty when injured
3. Cause of injury
4. Detailed description of how the injury occurred
5. Names of witnesses
6. Name of injury
7. Names of any doctor and nature of medical or surgical treatments received.

#### ARTICLE 29: LIGHT DUTY

Whenever a police officer is incapacitated for duty because of injury sustained in the performance of duty without fault of his own, he shall be granted leave without loss of pay for the period for such incapacity, provided, however, that no such leave shall be granted for any period after a physician designated by the appointing authority determines that such incapacity no longer exists, and provided further that such compensation shall be paid only to the extent required by Massachusetts General Laws, Chapter 41, Section 111F, as amended from time to time.

Further, no such leave shall be continued beyond a total of thirty (30) calendar days in the event the physician designated by the appointing authority determines that the police officer is capable of performing limited police duties on either a full time or less than full time basis subject only to the provisions contained herein. The Chief shall determine whether a position is available

which the police officer is capable of performing and may or may not assign him to fill the position. Assignments to limited duty tasks may be changed or terminated at the discretion of the Chief subject only to the provisions contained herein. Officers will not be involuntarily assigned to light duty prior to the expiration of thirty calendar days. The thirty calendar day periods referred to in this paragraph include all time due to an injury or any recurrence of the same injury, whether or not continuous.

#### LIGHT OR LIMITED DUTY TASKS SHALL INCLUDE:

- Dispatching
- Training
- General clerical work
- Crime Prevention (e.g., citizen 's assistance and operation ID)
- Assist in property and evidence room
- Suicide Prevention Watch
- Computer Operation
- Supervision (applicable to supervisors only)
- Other limited or light duty tasks agreed upon by the Chief and the Union.

Most limited or light duty tasks will normally be in-house duties. The Chief will make reasonable efforts whenever possible to make assignments of light duty to the same shift as the officer is currently assigned. Limited duty assignments, however, will not normally be made to the midnight shift except for officers currently assigned to the shift.

If a police officer is determined by the physician designated by the appointing authority to be capable of returning to limited or light duty and he is to same and he does not report for the same and has not filed a timely appeal hereunder, his pay shall be discontinued and he shall be subject to disciplinary action.

#### APPEAL PROCESS

In the event the individual officer's personal physician disagrees with the decision made by the physician designated by the appointing authority and believes that the officer is not capable of returning to limited duty, the officer shall cause his physician to confer with the physician designated by the appointing authority within ten (10) calendar days of the decision by the physician designated by the appointing authority. An officer assigned to light duty notwithstanding the continuing disagreement of his personal physician after said conferral with the physician designated by the appointing authority shall have the right, within fourteen (14)

calendar days after said conference, to appeal to a third physician designated by the two conferring doctors. During the period of this appeal, the officer shall comply with the reasonable rules of the Chief. The third physician shall render his/her decision within seven (7) calendar days or as soon as practical thereafter. The decision of the third physician shall be final and binding as to whether the officer is medically capable of being assigned limited or light duty at that time.

If the officer is determined by the third physician to be capable of returning to limited or light duty and he is to the same and he does not report for same, his pay shall be discontinued, and he shall be subject to disciplinary action. Nothing herein, however, shall prevent the Chief from having the officer subsequently reexamined at reasonable intervals, normally not less than fourteen calendar days, to see if the officer has sufficiently recovered to commence light duty. The cost of the appeal procedure, namely payment of the third physician, shall be paid for by the Town.

Nothing herein shall preclude any injured member from seeking retirement nor shall anything herein preclude the Town of Wellfleet from involuntarily retiring members. Further, nothing herein shall preclude an injured officer from seeking and obtaining treatment for said injury from the physician of his choice. Nothing herein shall require or preclude the Chief from, or limit his discretion regarding, the granting or denying of a request from an officer out on sick leave to work on limited or light duty; however, such assignments shall not be made involuntarily.

It is understood that to light duty are temporary in nature and shall not extend beyond the period of disability.

### ARTICLE 30: DRUG TESTING PROGRAM

Subject to the provisions of this Article, an employee shall be subject to Urinalysis drug testing (which shall be drug(s) specific), if reasonable suspicion of non-prescriptive drug use exists, as determined by the Chief of Police. Determination of "reasonable suspicion" by the Chief of Police shall comport with constitutional/legal guidelines. The employee shall be advised by the Chief of the facts and circumstances constituting his determination of "reasonable suspicion" in each instance. An employee subject to Urinalysis drug testing hereunder shall have two (2) options:

- (a) The employee may refuse to be drug-tested, which may set in motion appropriate disciplinary proceedings as determined by the Chief of Police. An employee has the right to elect to arbitrate any disciplinary action taken against him as per set forth in the contract; or

- (b) The employee may agree to be drug-tested. In such case, such testing shall be administered by the independent qualified testing laboratory of the Town's choice, with Union input as to such choice. Urine samples will first be taken under supervision of a qualified physician, or a medical technician or clinician employed by an independent medical facility, licensed in Massachusetts. If the initial test of each urine sample/specimen is positive, a second method of testing shall be immediately administered. The second test shall employ a methodology different from the first.

In the event that both urine sample/specimen testing are positive and independent testing of the same sample, if employed by the employee, is not negative, the employee will be relieved of duty with vacation, sick pay and/or other combinable leave, to the extent available, or on leave without pay if not, pending completion of a Town approved drug rehabilitation program (which may be in-patient, including, but only limited to counseling). During this process, the employee shall be suspended for thirty (30) days, which suspension shall be stayed pending his successful completion of the drug rehabilitation program, and the matter shall be expunged from his record and from Town/Department files upon his successful completion of said program, or two (2) years from the date of initial testing, whichever earlier occurs, there is no further positive testing. After successful completion of said program, the employee shall return to duty and shall be subject to follow-up "random" drug testing for a period of two (2) years from date of initial testing. After successful completion of said program, the employee shall return to duty and shall be subject to follow-up "random" drug testing for a period of two (2) years from date of initial testing. If he or she is again found to have used any of the specified nonprescription drugs, the employee shall be subject to immediate disciplinary proceeding, including discharge, and shall be availed of all his rights under this contract.

The use of prescription drugs, prescribed by an employee's physician, shall preclude any Town disciplinary action against the employee or any requirement that the employee participate in the drug rehabilitation program. The parties shall meet to develop policies and procedures for taking urine samples/specimen and testing employees as aforesaid, forthwith after execution of the Agreement. The implementation of Urinalysis drug testing hereunder shall occur upon agreement as to such policies and procedures. Such policies and procedures shall include, without limitation, the following:

1. Procedures for certification, decertification, and recertification of laboratories for urine analysis for drugs;
2. Nature of origin and confirmation tests, and type tests, together with security of urine samples/specimens;
3. Maintenance of chain-of-custody of urine samples/specimens;
4. Preservation of urine samples/specimens and all records of testing;

5. Maintenance of fairness, objectivity, accuracy, and confidentiality in testing program.

All testing by the Town of urine samples/specimens shall be at the Town's sole expense.

### ARTICLE 31: WELLNESS PROGRAM

Section 1. Employees will participate in a Wellness Program at the Town's expense aimed at encouraging positive health habits, assessing, on a regular basis, general fitness status, and providing information for sound health decision-making. On an annual basis employees will be administered tests for blood pressure screening, blood cholesterol measurement, body composition measurement and vital signs screening. In conjunction with the screening procedures, employees will also be provided with health counseling. Results of the tests will be confidential and shall not be used against the employee.

Section 2. The Union agrees that physical fitness should be a goal of all bargaining unit members and to that end it will cooperate with the Town and establish a physical fitness program.

### ARTICLE 32: EMT STIPEND

Section 1. All regular full-time employees who have received Massachusetts certification as an Emergency Medical Technician (EMT) shall be entitled to additional remuneration in the amount of one thousand (\$1 ,000.00) dollars per year.

Any full-time employee who has received Massachusetts certification as an EMT shall receive this \$1 ,000.00 dollars added to all other pays for the purposes of achieving an hourly rate and an overtime rate and shall be paid in their regular check after having already been computed as additional salary. (Effective on the first payday after certification, the \$1,000.00 dollars will be added to all other pays or the purposes and reasons set forth above.) Should certification not be maintained this benefit should be lost.

Section 2. This money is not considered salary for the purpose of determining a pay raise when a percentage is added for any wage adjustment for the next fiscal year unless agreed to by both parties at negotiations for contracts.

**Article 33:**

- 1) The Wellfleet Police Union recognizes the formulation of an Animal Control Officer (hereafter referred to as ACO).
- 2) The ACO will be a Reserve Intermittent Police Officer.
- 3) If the ACO position should become vacant the Chief would make a reasonable effort to hire with a Reserve Intermittent Officer. If the position cannot be filled with a Reserve Officer, the Chief will offer the position to members of the union. If no members were interested, the ACO would be assigned from within the Patrol Union. If this occurs, the patrol position would be re-advertised keeping the department at full staffing.
- 4) The ACO must be at a minimum a Reserve Intermittent Police Academy trained officer.
- 5) Once the ACO has completed a probationary period as defined by the Union Contract, the ACO will enjoy all benefits that are contained within the contract. Including but not limited to time off, compensation, Insurances, and any and all benefits described therein.
- 6) On April 1st, 2020 (or as soon as reasonably practical) the ACO will be compensated at a pay rate of \$54,000 per year and there forward given the same cost of living increase as other members of this bargaining agreement.
- 7) The ACO will not count as shift coverage for Patrol while performing the duties of ACO.
- 8) All costs for training the ACO for any Police, or Animal Control related duties will be finally covered by the Town of Wellfleet. All Animal Control related equipment will be provided by the Town. All Police equipment will be covered as described by the contract as it is outlined for all other members.
- 9) The ACO may work details within the Town of Wellfleet or in another Town as defined by the mutual aid agreement. The ACO will be offered details after all full-time patrol officer union members have refused any detail. The ACO will be offered details before any other Reserve or Special Officer.

**Article 34:**

*If the Town of Wellfleet approves Body Worn Cameras (BWC's) the Union would agree to implementing a BWC program with the following stipulations:*

- 1) The union would be allowed to provide input into a BWC policy created by the Chief.
- 2) The town would recognize that any deviation from a created policy would be subject to impact bargaining once it is agreed upon by the union.
- 3) The town recognizes that they would be responsible for all upkeep of the system, parts, and equipment, and anything else associated with a BWC used by an officer.

ATTACHMENT A: PAY SCALE - FULL-TIME OFFICERS

Section 1 . In an effort to preserve the income of the Town's existing police officers and in recognition of the Town agreeing to pay the Commonwealth's share of the Quinn Bill, the wages for all bargaining unit members, including any and all Quinn Bill and educational incentive entitlements, shall be as follows:

<u>Effective</u>	<u>07/01/22</u>
Sergeant Brazile	\$101,037
Sergeant Clark	\$101,037
Sergeant Turner	\$86,353

Officer Step 1            \$62,224 Note A  
(Start of 1<sup>st</sup> year of service)

Officer Step 2            \$64,447 Note A  
(Start of 2nd year of service)

Officer step 3            \$66,579 Note A  
(Start of 3rd year of service)

Officer Step 4            \$68,111  
(Start of 4th year of service)

Officer Step 5            \$70,843  
(Start of 5th year of service)

Officer Step 6            \$72,614  
(Start of 6th year of service)

Officer Step 7            \$74,429  
(Start of 7th year of service)

Sergeant Step 1           \$79,169  
(Start of Promotion)

Sergeant step 2           \$82,368  
(Start of 3rd year as Sergeant)

Sergeant Step 3           \$85,702  
(Start of 5th year as Sergeant)

Animal Control Officer \$57,566



**NOTE A:**

The cost of training for a new Police Officer shall be paid by the Town of Wellfleet. An officer who voluntarily leaves employment of the Town of Wellfleet or is terminated for cause shall reimburse the Town for said training cost as follows:

Less than 18 months of employment      \$3,600 Reimbursement

More than 18 full months, but less than 30 full months of employment      \$2,400 Reimbursement

More than 30 full months, but less than 42 full months of employment      \$1,200 Reimbursement

Said reimbursement may be deducted from the officer's payroll check.

If any patrol officer who was hired by the Town prior to July 1, 2010 is promoted to Sergeant, his or her wages will be calculated based upon the above pay scale adjusted appropriately to include the officer's Quinn Bill entitlement under G.L. c. 41, 108L. Sgt. Turner's wages will be calculated based upon the above pay scale adjusted appropriately to include the 7/01/2011 5% base increase in Article 25, Section 2.

Section 2. Night differential (paid only to officers regularly assigned to midnight, late evening shift and regular evening shifts) amounts of twenty-nine (\$29.00) per week.

Section 3. Union personnel shall receive salary paid approximately equal amounts bi-weekly, provided, however, that no employee shall be paid in advance of time worked.

Section 4. All regular full-time officers shall receive salary, "Quinn Bill incentive pay," night differential and EMT pay added together to achieve the hourly, overtime and holiday rates (Article 9/Section 2). This total salary shall be paid in approximately equal amounts biweekly provided however, that no employee should be paid in advance of time worked.

Section 5. An officer who services in the capacity of Officer in Charge (OIC) for over 4 hours of a shift shall receive thirty-five (\$35.00) dollars for that shift. If two officers work equal 4hour blocks as OIC, they will split the thirty-five (\$35.00) payment will be given for any one shift.

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2022

BY:

Town of Wellfleet

Wellfleet Police Officers Union

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# TOWN of WELLFLEET

July 1, 2022 – June 30, 2023

AGREEMENT

BETWEEN

**TOWN OF WELLFLEET**

**WELLFLEET, MASSACHUSETTS**

AND

**TEAMSTERS UNION LOCAL NO. 59**

affiliated with the

I. B. of T.

27 South Sixth Street  
New Bedford, Massachusetts 02740

**TOWN OF WELLFLEET**

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## AGREEMENT

Agreement made and entered into between the Town of Wellfleet, Massachusetts hereinafter "EMPLOYER", and Local 59 of the Teamsters, Chauffeurs Warehousemen and Helpers, hereinafter "UNION ", on behalf of itself and two bargaining units determined by the Massachusetts Labor Relations Commission, members of said bargaining units being hereinafter referred to as "Employees".

The purpose of this Agreement is to promote good relations between the Employer, the Union and Employees, and to make clear the basic provisions upon which such relations depend. It is the intent of both the Employer and the Union to work together to provide and maintain mutually satisfactory terms and conditions of employment and to prevent as well as to resolve misunderstandings or grievances relating to employment.

## **ARTICLE 1 - UNION RECOGNITION**

### Unit:

The Employer recognizes the Union as the sole and exclusive bargaining representative, pursuant to MCR-3406, dated January 2, 1985, for the purpose of establishing wages, hours and other conditions of employment for all regular full-time and regular part-time non-supervisory employees in the Town of Wellfleet in the following positions : Department of Public Works Laborer, Department of Public Works Driver/Laborer, Custodian, Harbormaster, Assistant Harbormaster, Administrative Assistant and Clerks, but excluding all supervisory, managerial, confidential, casual and all other employees.

Provisional and temporary employees shall not be covered by the terms and conditions of this Agreement.

## **ARTICLE 2 - MANAGEMENT RIGHTS**

Subsequent to the execution of this contract, the Town will continue to retain, whether exercised or not, all rights, power and authority it currently exercises under the General Laws of the Commonwealth of Massachusetts and the Wellfleet Charter to solely manage the affairs of the Town and direct its workforce, except to the extent that such rights, power and authority have been abridged, limited, or relinquished by the terms and provisions of this Agreement .

Between Memorial Day and Labor Day, the Town would have the right to contract out cleaning bathrooms in municipal buildings as determined by the department head or his designee, provided, that such contracting out does not result in the layoff of current bargaining unit members.

## **ARTICLE 3 - SENIORITY and PROMOTIONS**

Section 1: All new employees except those specified hereinafter shall be hired on a ten (10) month provisional period during which period they may be dismissed without recourse. For the purpose of this article this will consist of ten (10) calendar months of actual work time. For example, sick leave, vacation time, leave of absence, injured on duty status

and other non-work time shall not be credited toward the completion of a probationary period. Employees shall be deemed provisional employees during the first ten (10) months of employment.

Section 2: Seniority shall mean an employee's length of continuous service with the Town as a full-time employee. Seniority shall be used to determine vacation assignment and reduction in force within each department. Seniority shall be used to determine bidding of posted jobs when applicants are equally qualified for the same position. Vacation, sick leave, military leave, injury time sustained in the line of work or any other temporary leave of absence agreed upon between the Department Head and the employee shall not affect seniority accrued to date of such leave. Time off resulting from suspension will be deducted from the employee's seniority. Suspensions, which are overturned, will not affect an employee's seniority.

#### **ARTICLE 4 - JOB BIDDING and POSTING**

Job openings for positions covered by this Agreement shall be posted for a period of ten (10) days. All employees shall have an opportunity to apply for any vacancy. The Town has exclusive control over determining job descriptions, entry level qualifications, and the determination of the ability of applicants. However, where the Town determines that the qualifications and ability of two applicants are equal for the same position, seniority shall prevail.

If an employee within the unit is selected for any such vacancy, he/she will be placed in probationary status for a twelve (12) month period. If for any reason the employee's performance or conduct is deemed unsatisfactory, the employee will be returned to their former position. The employee may grieve the decision of the Town. The employee reserves the right to return to his former position, for any reason, within 30 calendar days of assuming the new position. The decision of the employer to terminate new hire employees during the probationary is not subject to the grievance procedure.

## ARTICLE 5 - MILITARY CAUSE

Employees enlisting or entering the military or naval service of the United States shall be granted all rights and privileges provided by the Laws of Massachusetts and the United States.

## ARTICLE 6 - GRIEVANCE PROCEDURE AND ARBITRATION

Section 1: A grievance shall be defined as a dispute or controversy between management and the Union, which cannot be resolved through discussion between the parties. The purpose of the grievance procedure is to settle all alleged grievances as quickly as possible.

Any grievance which may arise from the terms of this Agreement shall be settled in the following manner:

Step 1: The employee involved shall first submit to the Steward, in writing, the nature of the grievance or complaint, not later than fourteen (14) calendar days from when the employee became aware of the problem. The Union Steward, with or without the aggrieved employee shall submit the grievance in writing to the Department Head within fourteen (14) calendar days, excluding holidays and weekends, after the employee knew or should have known of the occurrence or failure of occurrence of the incident upon which the grievance is based.

Step 2: If the grievance has not been resolved within fourteen (14) calendar days after its submission to the Department Head, it shall be submitted to the Town Administrator, in writing within fourteen (14) calendar days after the response or the Department Head or the date on which the answer is due.

Step 3: If the grievance has not been resolved within fourteen (14) calendar days after its submission to the Town Administrator, it shall be submitted in writing to the Selectboard within fourteen (14) calendar days after the response of the Town Administrator or the date on which the answer is due. The requirement for a hearing may be waived upon mutual agreement of the Selectboard and the Union.

Step 4: Within twenty-eight (28) calendar days after receipt of the grievance, the Selectboard shall hold a hearing, and shall render a decision within fourteen (14) calendar days after the hearing. If the grievance has not been resolved by the Selectboard, the Union may submit the grievance to arbitration within fourteen (14) calendar days following the



Selectboard's answer or the date on which said answer is due, with a copy of the submission letter to the Board of Selectmen.

Section 2 Time Limits: The time limits specified in the preceding paragraphs may be extended by oral or written agreement of both parties. In the absence of such an agreement, however, failure to comply with the above time limits for instituting and pursuing grievances shall be conclusively deemed to be a waiver by the Union of all rights under this Article, and failure to answer in a timely fashion will be deemed a denial by the Town, authorizing the Union to proceed to the next step.

Section 3: The Arbitration shall be conducted by the American Arbitration Association under its existing rules of procedure. The decision of the arbitrator shall be final and binding upon the parties except that the arbitrator shall make no decision which alters, amends, adds to or detracts from this Agreement or which modifies or abridges the management rights prerogatives of the Town. Costs of the arbitration proceedings except for transcripts requested by a party, shall be shared equally by the Town and the Union.

Section 4: Matters concerning the discipline or discharge of a probationary employee shall not be subject to the grievance and arbitration provisions of this Article.

Section 5: An employee who has been ordered to perform a certain task which he/she believes violates a provision of this Agreement shall not refuse to perform the task (unless the task is reasonably believed to be unsafe), but shall perform the same and then submit his/her protest as a grievance.

## **ARTICLE 7 - DISCHARGE OR SUSPENSION**

Employees may during the period of employment be disciplined for just cause, including but not limited to: unsatisfactory job performance or attendance including emergency overtime, e.g. snow and ice removal, and/or violation of Town policies or regulations. The following steps shall be taken in the event that disciplinary action is deemed necessary.

**1. Oral Reprimand** - A department head or supervisor may issue an oral warning to an employee for just cause. An oral reprimand shall be noted in the employee's personnel file.

**2. Written Reprimand** - A department head may issue a written warning for just cause. A copy of the written

warning shall be placed in the employee's personnel file and carry a specified period in which the behavior shall improve.

**3. Suspension - short term** - An employee may be suspended for up to five days without pay for just cause. Suspension may be in lieu of oral reprimand and written reprimand and may be effective immediately. Within 48 hours of the effective date of suspension, the employee will be provided with a written notice stating the reason for it, the length of suspension and the date the employee will return to work.

**4. Suspension - long term** - An employee may be suspended for up to ten days without pay for just cause. Suspension may be in lieu of oral reprimand and written reprimand and may be effective immediately. Within 48 hours of the effective date of suspension, the employee will be provided with a written notice stating the reason for it, the length of suspension and the date the employee will return to work.

**5. Discharge** - An employee may be discharged for just cause. The Town Administrator shall provide the employee with a written notice of discharge stating the reason for it and the effective date of the discharge. For serious infractions, discharge may be in lieu of an oral reprimand, written reprimand, or suspension.

This Discipline Policy does not apply to the drug and alcohol testing program, which is outlined in Article 22 of this contract.

Employee Rights:

1. Employees have the right to challenge disciplinary action as it arises and to request a plan for remediation, if warranted. All disciplinary action is subject to grievance and arbitration procedures as set forth in this agreement.
2. Oral and written reprimands shall be removed from employee files after a period of eighteen (18) months if no additional infractions have occurred.

**ARTICLE 8 - UNION DUES**

The Union shall be responsible for collection of monthly union dues. The Town shall deduct monthly dues and fees from the earned wages of bargaining unit employees in an amount determined by

the Union, provided an employee signs the appropriate authorization form. The Town shall forward to the Union such dues or fees deducted within forty-five (45) days of receipt of the same.

**ARTICLE 9 - STEWARD**

The duly authorized Steward whose name has been submitted to the Town shall have the following responsibilities and the use of reasonable time during working hours without loss of pay to perform such duties:

1. The investigation and presentation of grievances in accordance with the provisions of this Agreement.
2. The transmissions of such messages and information which shall originate with, and are authorized by the Local Union or its officers, provided such messages and information:
  - a. have been reduced to writing, and
  - b. are of routine nature.
3. The Steward has no authority to take strike action, or any other action interrupting the Employer's business. If the Town decides the Steward is abusing any privileges granted under this Article, it will notify the Business Agent. If the situation does not improve, the Town may restrict the Steward to conducting Union business on non-working hours.

During contract negotiations, the Steward or alternate will attend all sessions without loss of pay. If during negotiations it becomes necessary to employ someone to perform job tasks normally assigned to the Steward or Alternate, the Union and the Town will split the wage costs for the replacement.

**ARTICLE 10 - VACATIONS**

Section 1: Vacation days shall be computed from the first day of employment in accordance with the schedule below:

0 to 6 months	- none
6 months to 1 year	- 1 week (5 days)
1 year to 4 years	- 3 weeks (15 days)
5 years to 9 years	- 4 weeks (20 days)

10 years to 19 years - 5 weeks (25 days)  
20 years and over - 6 weeks\* (30  
days)

The ability to cash out  
up to two (2) weeks  
after 5 years.

\*As negotiated, with exception to Peter Williams, he will earn his 6 weeks on his 18<sup>th</sup> anniversary because he is the only one close to achieving that in the Teamsters union.

Vacations must be taken in the anniversary year earned; exception to this rule must be approved in writing by the Department Head and Town Administrator. Vacation periods will be approved by the Department Head on a seniority basis. Notwithstanding the foregoing, the employer reserves the right to limit the number of employees on vacation at any one time and to deny a vacation request at such time as in the Town's opinion may conflict with the need of the Town. When an employee puts in a request in for vacation, the Department Head shall let them know no later than 2 weeks thereafter if it has been approved.

Section 2: An employee who is laid off, retired or separated from the service of the Town shall be compensated for accrued unused vacation.

Section 3: Upon the death of an employee who is eligible for vacations under this Article, payment shall be made in an amount equal to the accrued vacation time to his/her estate at the prevailing rate.

Section 4: Vacation may be taken immediately before and/or after holidays, if such vacations conform to the conditions set forth in Section 1. above. If a holiday occurs within a scheduled vacation week, the employees shall be entitled to another day off, which shall be scheduled as mutually agreed by the employee and the Department Head.

#### **ARTICLE 11 - HOLIDAYS**

All employees covered by the terms of this Agreement shall be eligible to receive holiday pay if he/she is regularly scheduled to work any day on which the following holidays fall:

NEW YEARS DAY	LABOR DAY
Martine Luther King Day	COLUMBUS DAY
PRESIDENT'S DAY	VETERAN'S DAY

PATRIOT'S DAY  
MEMORIAL DAY  
INDEPENDENCE DAY

THANKSGIVING DAY  
Day after Thanksgiving  
Christmas Day

### Juneteenth

Subject to the approval of the Board of Health, the Transfer Station will be closed on July 4<sup>th</sup>.

An employee who is entitled to holidays with pay as provided for in this section and who is required to work on a given holiday shall be compensated for such work at double time for each hour plus holiday pay.

Employees may have the option of accruing holidays, if possible, to be used in conjunction with vacation days with the approval of their immediate Supervisor.

All work performed on Sunday or the 7<sup>th</sup> day of any scheduled work week, shall be paid at twice the regular rate of pay.

An employee shall receive holiday pay automatically only if he/she actually works or takes vacation leave the regularly scheduled day before and the regularly scheduled day after the scheduled holiday. If an employee is sick the day before or the day after a scheduled holiday, he/she may receive holiday pay upon approval of the Town Administrator.

Holidays falling on Saturday will be observed on the Friday before. Holidays falling on Sunday will be observed on the following Monday.

## **ARTICLE 12 - SICK LEAVE**

### Section 1 - Employees Entitled to Sick Leave:

All Employees covered by the terms of this Agreement may be allowed sick leave as a privilege but not as a right. In the application of sick leave privileges, the following rules shall apply:

(a) Sick leave shall be granted on the basis on one and one quarter (1 1/4) days earned for each month of continuous employment and may be accumulated up to a maximum of 125 days. Any employee who terminates employment through retirement, resignation after five (5) years of continuous employment, disability, or death shall be entitled to cash payment at his/her current rate of pay for 25% of his/her unused accumulated sick leave. In the case of death, the payment due

hereunder shall be made to a surviving spouse, or to a designated beneficiary of the estate.

(b) The Town, with the approval of the Department Head, Town Administrator and Selectboard, may extend sick leave as a leave without pay when the situation warrants such action.

(c) Every employee who is ill and desires sick leave credit shall call or cause his Department Head to be called and to be notified of such illness prior to the start of his work day if possible, and in no event later than one hour after he is scheduled to report to work.

(d) Sick Leave May Be Denied: The Town reserves the right to deny sick leave to a person injured in hazardous sports or other dangerous activities not connected with Town employment and will deny sick leave to a person injured while employed at any occupation outside his employment by the Town, so long as the Town has notified the Union or employee of its determination that a sport or activity is considered dangerous.

(e) Penalty for Abuse of Privileges: In the event of apparent abuse of sick leave privileges, the Town, through its Selectboard or Town Administrator or through a Department Head with the approval of the Selectboard, may disallow sick leave and may discipline an employee for said sick leave abuse.

## Section 2: Sick Leave Bank Program

### Introduction:

The Sick Leave Bank ("SLB") is a voluntary program for Town employees (full and part time). The basic purpose of the Sick Leave Bank is to provide additional sick days to a contributing employee for a serious, prolonged, extended illness situation. The Sick Leave Bank is available only for the employee's aforementioned illness. However, if an employee does not participate in the SLB by contributing sick leave hours, he/she CANNOT benefit from it.

### Program Details:

Solicitation for participation in the SLB program shall occur after 30 days of hire for new employees. Solicitation for existing employees shall occur in June for the next fiscal year. Unless an employee's participation in a SLB is covered by his/her individual employment agreement or a collective bargaining agreement, a participating employee shall contribute one-quarter (1/4) day of earned sick leave each month. The participating employee's contribution shall continue until the

SLB contains deposits of three hundred (300) sick leave days. At that point, all contributions of sick leave shall be suspended. If the SLB's deposited sick leave days then fall to one hundred fifty (150) or below, contributions shall resume as they existed before the suspension. The Committee charged with operating the SLB may request that participating employees make additional contributions of sick leave days if an unusual event occurs. New hires or current employee joining or re-joining the SLB shall be exempt from any freeze for one year from the time of their entrance into the program.

If a Town employee participates in the SLB during one Town fiscal year, but elects NOT to participate in the next, NO sick leave days shall be returned to the employee. Once an employee's sick leave days enter the SLB, those sick leave hours can ONLY be used in the SLB program.

SLB Committee:

The SLB program shall be administered by a SLB Committee. The Committee shall have five (5) members. The members shall consist of: two (2) non-Union contract employees appointed by the Town Administrator and three Union employees, one from the Wellfleet Employees Association (WEA) one from the Wellfleet Permanent Firefighters Union, and the third from the Teamsters' Union. A member of the SLB Committee may be removed from his/her position for non-attendance at four (4) consecutive SLB Committee meetings, removal or retirement from Town employment, or incapacity to serve. In the event that a member of the SLB committee is an applicant requesting days from the SLB an alternate voting member will be chosen from that individual's representative group to serve as a voting member for their application.

Requests to use Sick Leave Hours from the SLB:

Any participating employee may make a confidential written request to receive sick leave hours from the SLB. Such a request shall state the employee's full name, Town employment position and that the employee participates in the SLB. The request shall also provide an explanation with sufficient detail concerning why the request is being made at this time. Sufficient detail, in this context, means attaching appropriate medical documentation to support the claim in the request. The complete request shall be submitted in an envelope marked CONFIDENTIAL SLB REQUEST and submitted to the OFFICE OF THE TOWN ADMINISTRATOR. The Town Administrator shall as quickly as possible convey the writing to the SLB Committee in a manner that preserves the employee's confidentiality. Any retained

copies of the employee's request shall be kept at Town Hall in a locked file cabinet.

The SLB Committee shall meet as quickly as possible to consider the employee's request. In deciding whether to grant the employee's request, the SLB Committee shall consider the following:

- (1) The doctors written determination addressing the request;
- (2) The employee's prior circumstances with available sick leave, the expected duration of this health event, any documented abuse of sick leave, and any additional compelling circumstances.

The SLB Committee shall deny an application for sick leave hours when:

- (1) The applicant is not a presently participating SLB employee;
- (2) The applicant has not already exhausted all accumulated sick leave time and any other available Paid leave (except for Vacation and Personal time);
- (3) The applicant's specific health event does not render him/her incapable of performing his/her job;

The SLB Committee may in its sole discretion DENY an application when it finds any one of the following to be true:

- (1) The applicant has abused sick leave in the past;
- (2) The applicant has not yet exhausted accumulated sick leave time and other available Paid leave (except for Vacation and Personal time);
- (3) The applicant has made previous granted applications to the SLB and this application is deemed excessive; or
- (4) Other just cause for denying the application exists.
- (5) The applicant's request is not supported by appropriate information.

Any initial grant of sick leave days by the SLB Committee to an applicant shall not exceed thirty (30) days. An employee may make requests for additional sick leave days from the SLB in accordance with the application process set out above. Any additional grants by the SLB Committee of sick leave days may be made in increments of up to thirty (30) days. There is no entitlement to such an additional grant and any such additional grant shall be solely within the discretion of the SLB Committee. If an employee does not need to use the entire



number of days granted, he/she shall inform the Town Administrator in writing in an envelope marked as detailed above. The Town Administrator shall retain such writing and have it placed in the employee's Personnel File and treat it as a confidential medical record. Any unused sick bank time shall be returned to the bank.

All decisions of the SLB Committee shall be confidential and disclosed only to the limited extent needed to effectuate a granting of sick leave bank days to the employee. Denials shall be made only to the employee, members of the SLB Committee and the Town Administrator. Records of grants and denials shall be provided to the Town Administrator who will have such records maintained as confidential portions of the employee's Personnel File.

ANY DECISION TO GRANT OR DENY AN APPLICANT'S REQUEST FOR SICK LEAVE HOURS RESTS SOLELY WITHIN THE DISCRETION OF A MAJORITY VOTE OF THE SLB COMMITTEE. THE DECISION IS FINAL AND CANNOT BE APPEALED OR CONTESTED IN ANY MANNER.

**EMPLOYEE ACKNOWLEDGEMENT**

I have received the Sick Leave Bank Program Information of the Town of Wellfleet and understand that it is my responsibility to read the material and comply with all laws, policies and procedures set forth therein. I understand that these documents are not an employment contract and I understand that they can be changed or amended by the Town at any time with notice, subject to any collective bargaining obligations. I give my permission to allow the SLB Committee to view my medical information which I may need to provide in order to adequately have my application evaluated and have a decision rendered.

I understand that if I have any questions or concerns about the information provided in the Sick Leave Bank Program information, it is my responsibility to request further information or clarification.

The information herein is current as of this printing. The Town reserves the right to change, modify, or amend all or part of any policy. Selectmen's policies are identified specifically and should be checked for updates before reliance upon any version.

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Employee Name (Please print full name)

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Signature of Employee

Date Signed

### Section 3 - Reporting Injuries in Line of Duty

An employee of the Town, including emergency employees, injured in any way while in the service of the Town shall report said injury or cause said injury to be reported to his/her Department Head forthwith, and in no event later than twenty-four (24) hours after the occurrence of said injury. Said report shall be in writing or on forms provided for the purpose, and shall contain the following information: Time and place of injury; occupation when injured; machine, tool, equipment or thing causing injury; detailed description of how accident occurred; names and witnesses; nature of injury; name of any doctor and nature of any medical or surgical treatment.

### **ARTICLE 13 - PERSONAL DAYS**

Every employee covered by this Agreement shall be permitted three (3) personal business day per year, with the approval of the Department Head.

### **ARTICLE 14 - LEAVE OF ABSENCE**

Leaves of absence without pay for limited periods not to exceed six (6) months may be granted at the discretion of the Selectmen. Such leave may be extended or renewed at the discretion of the Selectboard. Employees shall not be eligible for leaves of absence until they have worked for the Town one (1) year. While on such unpaid leave of absence of two weeks or more, the employee will not gain any time in service to be used toward seniority for any purpose. In addition, an employee on such an unpaid leave of absence will not be eligible for, nor accrue any benefits, including, without limitation, sick leave, holiday, personal days and vacation time. The Town shall not be liable for the maintenance of the employee's medical insurance during such leave.

A leave of absence may not be used to try new employment. Employees who violate this provision may be terminated.

### **ARTICLE 15 - BEREAVEMENT**

Death in an employee's immediate family shall be considered just reason for leave with pay. Such leave shall not exceed 4 days without permission of the Department Head and the Town Administrator. The immediate family shall be considered to mean spouse, children, parents, grandparents, grandchildren, siblings, parents-in-law, significant other or any relative living in the employee's domicile.

#### **ARTICLE 16 - ADDITIONAL ABSENCE FROM WORK**

Section 1: Leave for serious illness in an employee's immediate family or leave for giving birth or paternity shall be taken in accordance with the Family and Medical Leave Act FMLA subject to the approval of the Department Head and Town Administrator. Such approval shall not be unreasonably denied.

Section 2: An employee called to jury duty shall be granted leave for the duration of his/her jury service. Such employee shall receive from the Town an amount equal to the difference between his/her normal compensation and the amount (excluding travel allowance) received from the court. The employee must present certification to the Town Accountant of the amount paid by the court.

#### **ARTICLE 17 - HOURS OF WORK and OVERTIME**

Employees required to work in excess of eight (8) hours per day or forty (40) hours in any one week shall be compensated for such excess of hours at the rate of time and one half (1 1/2) their regular hourly rate of pay. All work performed on Sunday shall be paid at twice the regular rate of pay, except when Sunday is part of the regularly scheduled work week, in which case the seventh day of any scheduled work week shall be paid at twice the regular rate of pay.

Unless specific approval for overtime is authorized by the Department Head, an employee will not be eligible for work at time and one half (1 1/2) rate of pay within twenty-four (24) hours of being absent from work on sick leave.

Employees called back to work after their regular work schedule shall be compensated at the rate of time and one half (1 1/2) for all hours worked in addition to their regular work schedule, but no less than four (4) hours.

Compensatory time off in lieu of overtime payments may be granted at the same rate of pay whether straight time, time and one half (1 1/2) or double time with approval of supervisor. Such compensatory time off must be used within 90 days.

If for any reason Town Hall is closed, and the employee is working that day, the employee shall receive compensatory time equal to the amount of time Town Hall is closed for and that compensatory time must be used in equivalent hours within 60 days.

Overtime shall be assigned and distributed impartially among all regular, full-time employees of the bargaining unit who are qualified, as determined by the Department Head, to perform particular overtime assignments.

If after sixteen (16) hours of work, the employee receives a four (4) hour break and is then called back to work immediately after the break, the employee shall be compensated for the four (4) hour break at applicable overtime rates.

### **Overtime Roster**

- A list of DPW personnel will be provided by the Department Head or his/her designee and will be categorized in order of seniority and divided into sections as follows:

Driver / Laborers  
Laborers  
Equipment Operators  
Seasonal personnel

- Overtime shall be assigned and distributed impartially among all regular, full-time employees of the bargaining unit who are qualified for specific assignments.
- Department Head or his/her designee will determine who is qualified for overtime assignments.
- The Union Steward will maintain the overtime list in conjunction with management.
- Refusal of overtime will be counted on the rotation as overtime refused, and the employee will be bypassed.
- Seasonal Employees will be excluded from the overtime list unless the list is exhausted.
- In the event of an emergency, i.e. hurricanes, windstorms, tree removal, snow & ice, etc., all DPW employees as determined by the Department Head or his/her designee will be required to report for duty and work overtime as needed.

Any employee who believes he/she was unfairly passed over for an overtime assignment shall take the matter up with the Department head or his/her designee. If the Department Head determines that the employee was bypassed, said employee will

be given a priority for the next overtime assignment that he/she is qualified for.

Summer Hours: Summer hours will begin on or about May 1<sup>st</sup> and end on or about October 1<sup>st</sup> of each year. The hours are as follows: 6:00 a.m. 2:30 p.m.

#### **ARTICLE 18 - MISCELLANEOUS**

A. Access to Premises: The Union Business Agent shall, following notification to the Town Administrator, if available, have access to Town Departments during working hours including the right to investigate working conditions and handle grievances.

B. Personnel Records: All employees shall have the right to review their personnel records upon proper notification. Any employee may request either the Shop Steward or a Union Representative be present when such review takes place.

C. Employees performing work in another higher classification within the bargaining unit or following designation by the Selectboard as "Acting Department Head" will be paid at the higher rate after two weeks for additional hours worked in the higher classification.

D. The Town agrees to pay for the cost of renewal of hoisting licenses if required by the Town.

E. Use of Town Buildings: With the permission of the Selectboard, a space in Town buildings may be used by the Union for meetings and discussions of Labor Management issues of interest to both parties to this Agreement.

F. License: The Town agrees to pay for the cost of the renewal of Commercial Driver's Licenses (CDL), Hoisting Licenses, Construction Supervisor's Licenses, DOT required physicals for employees required to have such a license or physical and, with the prior approval of the DPW Director, other Continuing Education Units (CEO's).

G. DPW Uniform Allowance: An annual allowance of \$700 shall be given to each employee for the purpose of purchasing and maintaining uniforms such as denim pants/jeans or suitable material approved by the DPW Director. Such allowance will be paid annually in two equal installments, the first pay date of October and the first pay date of April each fiscal year. The

boot allowance is \$250 per fiscal year. Employees shall purchase boots that have appropriate slip traction and toe protection, or otherwise approved by the DPW Director.

All full-time employees shall be required to wear a proper uniform, protective clothing, and/or any type of protective equipment as a condition of their employment.

The following will be provided by the Town per fiscal year to be worn by employees while working for the municipality only. The clothing shall be maintained and laundered by the employee in a manner acceptable to the Town.

- 3 t shirts (preference to employee for long sleeve or short sleeve)
- 1 Town logo sweatshirt per year
- 1 Rain coat/pants
- 1 Cap
- 1 yellow HI VIZ work vest
- 1 yellow HI VIZ winter coat
- Protective eye wear, ear protection, gloves, hard hats and any other PPE that may be required for the job

The outer most layer of all clothing shall signify employment by the Town of Wellfleet (i.e. reflect the Town of Wellfleet seal, identify the department such as Wellfleet DPW or other similar identification). All full-time field employees will be required to wear HI-VIZ clothing when working within the roadway or around moving machinery. Clothing items and PPE will be replaced when the item has been properly accounted for as either damaged/used, lost or stolen. All full-time field employees will be prohibited from wearing loose fitting jewelry that could get caught in machinery, ear buds or headphones that prohibit or obstruct hearing. Ear buds or headphones are acceptable for noise protection while using loud machinery/tools/equipment. Shorts will be acceptable as long as the employee is using proper judgement and not working in hazardous conditions (i.e., not wearing shorts weedwacking, while using a chainsaw, etc.).

All uniforms provided to employees shall remain the property of the Town of Wellfleet and will be returned upon separation of service. Any clothing damaged during work, shall at the discretion of the DPW Director be repaired or replaced by the Town. Any employee who fails to follow the uniform policy will be subject to disciplinary action.

Hazardous Weather:

1. Consistent with the needs of the Town, Department Managers will assign inside work when the temperature falls below ten (10) degrees including wind chill factor or exceeds ninety (90) degrees above zero (0). This will not apply to emergencies.
2. Protective clothing considered necessary in the performance of specific function shall continue to be provided by the Town under the same arrangements that are now in effect.
3. Such clothing and equipment shall remain the property of the Town.
4. Employees will not misappropriate or misuse such property.
5. This clause is not meant to impede essential services, which the Town must perform. However, it is a guideline in which to exercise good judgment in extreme weather conditions,
6. Clothing and safety gear provided by the Town shall be worn during working hours for the purpose of protection and identification.

H. When the Transfer Station schedule changes in the spring and fall from five days per week to seven days per week and vice versa, regular full-time personnel assigned to the Transfer Station will be paid their regular 40 hours per week. They will not lose any pay due to the Town's changing Transfer Station schedule.

I. Weekend Differential of \$65.00 per weekend is to be paid to all regular full-time employees of the Transfer Station or any other member of this bargaining unit who is regularly scheduled to work every weekend. (Saturday and Sunday).

J. Standby pay at the rate of \$20.00 per day and/or night will be paid to any member of the bargaining unit who is required by his/her Department Head to be on standby at home in anticipation of a storm.

K. All employees required to use their private vehicle for Town purpose shall be compensated at the Town's prevailing rate per mile.

L. A take home vehicle to be provided to the Harbor Master by the Town.

#### **ARTICLE 19 - NO STRIKE CLAUSE**

Section 1: It shall be unlawful for any employee to engage in, induce, or encourage any strike, work stoppage, slowdown, or

withholding of services. Any employee violating said provision shall be subject to disciplinary action including discharge subject to the provisions of the Agreement.

Section 2: The Union will not instigate nor condone any such illegal action as specified in Section 1 and will take all necessary steps to stop such action and make every move to return employees to work.

#### **ARTICLE 20 - LABOR/MANAGEMENT MEETINGS**

The Town Administrator and his/her designee, shall meet with the members of the Union Bargaining Committee periodically for the mutual exchange of opinions, ideas, and discussions with respect to policies and practices affecting the implementation of the Agreement, status of current and new projected, and other matters of mutual interest. All pending grievances may be discussed at said meeting. A written agenda shall be required for each meeting,

#### **ARTICLE 21 - PHYSICAL EXAMINATIONS**

Section 1: A successful applicant for regular full-time or regular part-time employment shall be required to take a physical examination to determine if he/she is fit to perform the duties of the position which he/she will fill. The examining physician will be approved by the Town and the cost of the examination will be paid by the Town upon presentation of a bill from the physician to the Town Accountant.

Section 2: If circumstances warrant, the Town Administrator may require any Town employee to undergo a physical examination to determine his/her physical fitness to perform assigned duties. The examining physician will be approved by the Town and the cost of the examination will be paid by the Town upon presentation of a bill from the physician to the Town Accountant.

#### **ARTICLE 22 - DRUG TESTING PROGRAM**

Subject to the provisions of this Article, an employee shall be subject to Urinalysis drug testing, if reasonable suspicion of non-prescriptive drug use exists, as determined by the Department Head. Determination of "reasonable suspicion" by the Department Head shall comport with constitutional/legal guidelines. The employee shall be advised by the Department Head the facts and circumstances constituting his/her determination of "reasonable suspicion" in each instance. An



employee subject to Urinalysis drug testing hereunder shall have 2 options:

(a) The employee may refuse to be drug tested, which may set in motion appropriate disciplinary proceedings as determined by the Department Head. An employee has the right to elect to arbitrate any disciplinary action taken against him as per set forth in the contract; or

(b) The employee may agree to be drug tested. In such case, such testing shall be administered by independent qualified testing laboratory of the Town's choice, with Union input as to such choice. Urine samples will first be taken under supervision of a qualified physician or a medical facility, licenses in Massachusetts. If the initial test of each urine sample/specimen is positive, a second method of testing shall immediately be administered. The second test shall employ a methodology different from the first.

In the event that both urine sample/ specimen testing are positive and independent testing of the same sample, if employed by the employee, is not negative, the employee will be relieved of duty with vacation, sick pay and/or other combinable leave, to the extent available, or on leave without pay if not, pending completion of a Town approved drug rehabilitation program (which may be in-patient or out-patient, including, but not limited to counseling). During the process, the employee shall be suspended for thirty (30) days, which suspension shall be stayed pending his/her record and from City/ Department files upon his/her successful completion of said program or two (2) years from date of initial testing, whichever earlier occurs, provided, however, during said program or said two (2) year period, whichever earlier occurs, there is no further positive testing. After successful completion of said program, the employee shall return to duty and shall be subject to follow-up "random" drug testing for a period of two (2) years from date of initial testing. If employee is again found to have used any of the specified non-prescription drugs, the employee shall be subject to immediate disciplinary proceedings, including discharge, shall be availed of all his rights under the contract and Town Personnel By-Laws.

The fact of prescriptive use of specific drugs or any of them, shall preclude any Town disciplinary action against the employee or any requirement that the employee participate in a drug rehabilitation program. The parties shall meet to develop policies and procedures for taking urine samples/specimens and testing employees as aforesaid, forthwith after execution of the Agreement. The implementation of Urinalysis drug testing hereunder shall occur upon agreement as to such policies and procedures.

Such policies and procedures shall include, without limitation, the following:

- (i) Procedures for certification, decertification and recertification of laboratories for urine analysis for drugs;
- (ii) Nature of origin and confirmation tests, and type of tests, together with security or urine samples / specimens;
- (iii) Maintenance of chain-of-custody of urine samples/ specimens;
- (iv) Preservation of urine samples/ specimens and all records of testing;
- (v) Maintenance of fairness, objectivity, accuracy and confidentiality in testing program.

All testing by the Town of urine samples/ specimens shall be at the Town's sole expense.

All employees covered under this Agreement who have a CDL (Commercial Driver's License) as part of their job requirement, must submit to random drug and alcohol testing in accordance with the D.O.T. and the Federal Highway Administration rules and regulations enacted February 15, 1994.

Drivers who violate the alcohol and drug misuse rules will be referred to a substance abuse professional for evaluation. The Town of Wellfleet is not required under these rules to provide rehabilitation or pay for treatment. Before an employee can return to safety-sensitive duties, they must ensure that the driver:

- 1. has been evaluated by a substance abuse professional.
- 2. has complied with any recommended treatment.
- 3. has taken a return-to-duty drug and alcohol test (with a negative result) and is subject to unannounced follow-up alcohol and drug tests.

Any further violations following the initial positive test shall result in further disciplinary actions up to and including termination according to the Town's drug and alcohol policy.

This protocol shall be followed whether the employee has tested positive because of suspected drug and alcohol use or whether the employee has tested positive through random drug and alcohol testing. If treatment is recommended, the employee must

provide an estimated time frame for completion of such treatment program.

The Town must approve such schedule before a return to duty will be considered.

### **ARTICLE 23 - LIGHT DUTY**

An employee who is injured on duty leave may, in the discretion of the Town Administrator or Department Head, be required to perform limited duty on either a full-time or part-time basis, provided that Town Administrator or Department Head, in his/her discretion, determines that there is limited duty available to be performed by such employee. Notwithstanding any provision in this Agreement to the contrary, including, but not limited to, those provisions relating to shift bidding and seniority, if any, the Town Administrator or Department Head shall have full authority to assign and reassign such employee to any shift or limited duty necessary for the efficient implementation of this Article.

Light duty assignments shall include any duty to which an employee might otherwise be assigned, consistent with such physical limitations.

If the employee's personal physician feels that the employee is not capable of returning to the limited or light duty, the Town may designate a physician, whose services will be paid by the Town to examine the employee and confer with the personal physician. In the event that the employee's personal physician and physician designated by the Town cannot agree on the capability of the employee to return to limited or light duty a third physician may be designated by the two conferring physicians and the expense of this physician will be equally shared by the Town and the employee. The decision of the third physician shall be final and binding as to whether the employee is medically capable of being assigned limited or light duty at the time.

### **ARTICLE 24 - EDUCATION REIMBURSEMENT**

Section 1: Partial Reimbursement. Employees seeking to improve their ability to serve the Town by taking educational and/or training courses must submit their request to their Department Head. Such request then must be approved by the Department Head and the Town Administrator.

Section 2: The employee must take courses at times not interfering with his/her regular work schedule e.g. if the employee normally works a five day 8:30 A.M. to 4:00 P.M. shift, approval will be granted only for courses scheduled at times other than those listed herein.

Section 3: The Town will pay 60% of the cost of the entrance fee, textbooks and other required materials, one-half of the Town's share to be paid at outset with remaining half upon successful completion of the course. A minimum grade of "C" or 70% is necessary to qualify for successful completion.

Section 4: The facility at which the education course is given must be an accredited institution approved by the Town Administrator.

Section 5: To qualify for partial reimbursement, the educational course must be directly related to the work being performed by the employee and must be such that the Town Administrator has determined in writing that the Town will benefit from the additional knowledge and/or training acquired by the employee.

Section 6: So that the Town can fully benefit from the expenditure of funds for employee education, the employee must agree in writing, prior to taking the course, to remain in the employ of the Town for a minimum of eighteen (18) months. The eighteen (18) month period will commence following successful completion of the course. If the employee drops out of the course prior to its completion for reasons other than Health or other compelling factors approved by the Town Administrator, the employee must fully reimburse the Town for the funds expended. Also, if the employee voluntarily leaves the employ of the Town of Wellfleet prior to completion of the eighteen (18) month period, the entire cost must be refunded.

Section 7: All educational reimbursement provided for in this Agreement is subject to funding by the Town,

Section 8: With prior approval and after completion of at least one (1) year with the Town, an employee will be eligible to receive \$100.00 bonus for a full semester course taken, at an accredited college or institution pertaining to his or her job classification.

**ARTICLE 25 - WELLNESS PROGRAM**

Employees will participate in a Wellness Program aimed at encouraging positive health habits, assessing, on a regular basis, general fitness status, and providing information for sound health decision-making.

On an annual basis employee will be administered tests for blood pressure screening, blood cholesterol measurement, body composition measurement and vital signs screening. In conjunction with the screening procedures, employees will also be provided with health counseling.

**ARTICLE 26 - SCOPE OF AGREEMENT**

It is hereby agreed that this Agreement contains the complete agreement between the parties and no additions, waivers, deletions, changes or amendments shall be made during the life of this Agreement, except by mutual consent in writing of the parties thereto or as specifically provided in the Management Rights Article.

**ARTICLE 27 - ILLEGALITY**

If any of the provisions of the Agreement are illegal or violate any of the laws or regulations or rules of the Commonwealth of Massachusetts, the remainder of the Agreement shall not be affected thereby, and the parties shall enter into negotiations to legalize and validate any of the illegal or invalid provisions.

**ARTICLE 28 - WAGES**

The previous wage scale will be replaced with the salary chart listed below. Additionally, newly hired employees and employees who receive promotions within the bargaining unit will be initially paid within 10% higher or lower of the lowest paid position within the specific job title that he or she is being hired into.

Teamsters Hourly Rate and Salary for FY2023 at \$0.035	
Position	FY2023 Hourly Rate
Custodian	27.6527
Heavy Truck Driver/Mechanical Asst.	32.3028

DriverLabor/LoaderOperator	29.1920
Facilities Foreman	36.1670
Administrative Assistant	33.4595
Highway Foreman	34.8646
Transfer Station Foreman	34.9507
Transfer Station Gate Attendant / Laborer	25.3600
Mechanic	33.8635
Equipment Operator/Truck Driver	31.0649
Buildings & Grounds Custodian	27.1133
Equipment Operator/Truck Driver	28.8260
Laborer	24.6248
Harbor Master	48.8934
Assistant Harbor Master	29.4504

**ARTICLE 29 - INSURANCE**

Bargaining unit employees shall be eligible to participate in the Town of Wellfleet health Insurance program. The Town's share for health insurance premium contributions shall be 65% in FY 2020, 65% in FY 2021 and 65% in FY 2022. In the event that a member wishes to decline group health insurance, the Town will pay the employee 25% of the Town's share of the least expensive plan to which the employee is entitled. Payment to eligible employees who decline participation in the Town's group health insurance plan will be made semi-annually on the last payroll in December and the last payroll in June for the previous six months. Employees who have not been on the payroll for the full prior six (6) month period will receive such payments on a pro-rated basis. Any employee who declines participation in the Town's group health insurance plan must provide sufficient proof of independent insurance coverage.

Life:

Employees may elect to participate in the Town's Group Life Insurance Plan. Employees who elect to have this coverage must contribute one half (1/2) of the premium cost.

Accidental Death and Disability:

The Town will provide at no cost to the bargaining unit employees a \$50,000 accidental death and disability insurance policy.

**ARTICLE 30 - Special Provisions**

The Town agrees to protect the jobs of current employees who perform custodial work either on a full time or part-time basis unless just cause exists for termination and the Union agrees that the Town can use contractors to perform cleaning and custodial duties at future new or renovated buildings in Town. Nothing in this paragraph would prevent the Town from transferring any custodian in accordance with the terms of the parties' collective bargaining agreement.

**ARTICLE 31 - LONGEVITY**

All regular full-time employees shall receive a longevity bonus, based on anniversary date, according to the following schedule: \$375 after five (5) years of continuous service and an additional \$75 per year for the next four years, increase to \$700 on the tenth (10th) year with an additional \$100 annually added thereafter. The longevity bonus shall be paid on the first payroll following the anniversary date to those who qualify by length of continuous service.

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

After ten (10) years of continuous employment, any employee who terminates employment with the town and is eligible for longevity bonus shall receive longevity payment for any time earned up to said date of termination of employment. Earned bonus will be paid at time of termination and shall be prorated if termination date does not coincide with anniversary date.

**ARTICLE 32 - DURATION**

This Agreement shall become effective on execution and remain in effect up to, and including, June 30, 2023. During the course of negotiations for amendment or renewal of this Agreement, the terms and conditions herein set forth shall continue in effect and any

changes finally agreed upon with respect to wages and/or money allowances shall be retroactive to the date of expiration and effective as of that date.

**Agreed upon this 10<sup>th</sup> day of June, 2022.**

\_\_\_\_\_  
**Richard Waldo**  
**Wellfleet Town Administrator**

\_\_\_\_\_  
**Jeffrey Sharp**  
**President and Business Representative**

\_\_\_\_\_  
**George F. Belanger**  
**Secretary-Treasurer & Executive Officer**

**WELLFLEET SELECTBOARD**

\_\_\_\_\_  
**Ryan Curley**

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

\_\_\_\_\_  
**Barbara Carboni**

\_\_\_\_\_  
**John Wolf**

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



**TOWN OF WELLFLEET**

AND

**WELLFLEET COMMUNICATIONS**

**UNION**

**MASS COP LOCAL 326B**

JULY 1, 2022, THROUGH JUNE 30, 2023

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**ARTICLE 1: RECOGNITION**

*Section 1.* The Town hereby recognizes the Wellfleet Communications Union, consisting of all regular full-time telecommunicators and clerk telecommunicator, but excluding seasonal employees, part-time employees, special telecommunicators, civilians, the Chief, Lieutenant, and all other employees of the Town of Wellfleet.

*Section 2.* Regular full-time employees mean all employees who average a minimum of thirty-five (35) hours per week over a 12-month period during the contract term.

## **ARTICLE 2: NONDISCRIMINATION**

Neither the Union nor the Town shall discriminate against any employee on the basis of race, creed, color, religion, sex, national origin, age, sexual orientation, membership or non-membership in the Union.

**ARTICLE 3: MANAGEMENT RIGHTS**

*Section 1.* Subject to the express provisions of this Agreement and applicable Federal or State Statutes, the Town and its Selectmen and Police Chief reserve and retain all of the lawful powers and customary rights and authority of municipal management to manage and control the Police Department, to determine the methods and means by which the operations of said Department will be accomplished in any manner deemed in the best interest of the inhabitants of the Town, including but not limited to:

The right to appoint,	promote,	assign,
Transfer,	to issue reasonable rules and regulations,	to discipline and discharge employees.

*Section 2.* Nothing in this Agreement shall be construed to abridge or to relieve the Chief of any of the powers granted under Chapter 41, Section 97A of the General Laws.

*Section 3.* This Agreement contains the complete expression of the parties on wages, hours and terms and conditions of employment. Notwithstanding any contrary provisions of this Agreement, the Union on its own behalf and on behalf of the employees it represents, agrees that collective bargaining shall be the exclusive procedure concerning mandatory subjects of bargaining under General Laws Chapter 150E subject to each parties' rights under Chapter 150E.

*Section 4.* Nothing in this Agreement shall limit the Town in the exercise of its function of management and in the direction and supervision of the Town’s business, except where such rights are specifically modified or abridged by the terms of this Agreement. This includes, but is not limited to the right to:

- |  |  |   |
|--|--|---|
| Add or eliminate departments,  | require or assign overtime,                              | increase or decrease the number of jobs,                      |
| change process,  | assign work and work to be performed,                    | schedule shifts and hours to work and lunch or break periods, |
| hire,  | suspend,   | demote,   |
| Discipline or discharge,   | transfer or promote,                                     | layoff because of lack of work or other legitimate reasons,   |
| establish rules, regulations, job descriptions, policies and procedures, | conduct orderly operations,                              | establish new jobs,   |
| abolish and change existing jobs,  | determine where, when how and by whom work will be done. |   |

**ARTICLE 4: PAYROLL DEDUCTION OF UNION DUES**

*Section 1.* Under the authority of General Laws, Chapter 180, Section 17A, as amended by Chapter 1078 of the Acts of 1973, the Town agrees that Union dues determined in accordance with the Constitution and By-Laws of the Union shall be deducted monthly from the salary of any employee in the bargaining unit who signs and remits to the Town a form authorizing such deduction. Such authorization shall remain in full force and effect until the employee ceases to be employed in the bargaining unit, or, if the employee remains in such employment, until sixty (60) days after notice in writing by the employee to the Town withdrawing the authorization, with a copy thereof filed with the Treasurer of the Union.

*Section 2.* The Union agrees to indemnify the Town for any expenses, damages or other financial loss, which the Town may be required to pay or suffer by an arbitrator, administrative agency or court of competent jurisdiction as a result of the Town's compliance with this Article.

#### **ARTICLE 5: DEDUCTION OF AGENCY SERVICE FEE**

*Section 1.* In accordance with the provisions of General Laws, Chapter 180, Section 17G, as amended by Chapter 1078 of the Act of 1973, the Town agrees that effective thirty (30) days after the execution date of this agreement or thirty (30) days following the commencement of employment, whichever is later, each employee who elects not to join or maintain membership in the Union shall be required to pay as a condition of employment, a service fee to the union in the amount that is proportionately commensurate with the cost of collective bargaining and contract administration, but not to exceed the amount of periodic dues paid by employees who are members of the Union.

*Section 2.* As in the case of check off of Union dues, the employee may consent in writing to the authorization of the deduction of agency service fee from his/her wages and to the designation of the Union as the recipient thereof. Such consent shall be on a form, acceptable to the Town, signed by the employee. An employee may withdraw said authorization by giving at least sixty (60) days notice to the Town.

## **ARTICLE 6: JOB SECURITY**

*Section 1.* The twelve (12) months of employment following the date of initial appointment shall be considered a probationary period. A regular full-time employee covered by this Agreement with more than twelve (12) months of continuous active service in the department shall not be disciplined or discharged except for just cause. Probationary employees may be terminated without any requirement on the part of the Town to document just cause reason for termination. In the event an employee does not serve twelve (12) consecutive months for any reason, the Town may extend such employee's probationary period the amount of time equivalent to such time the employee was absent resulting therefore in a probationary period equivalent to twelve (12) months of time actually worked.

## **ARTICLE 7: NO STRIKES**

*Section 1.* It shall be unlawful for any employees to engage in, induce or encourage any strike, work stoppage, slowdown or withholding of services by such employees. Any employees violating said provisions shall be subject to disciplinary action including discharge.

*Section 2.* The Union will not investigate nor condone any such illegal action as specified in Section 1 and will take all necessary steps to stop such action and make every move to return the employees to work.

## ARTICLE 8: GRIEVANCE AND ARBITRATION PROCEDURE

*Section 1.* Any grievance or dispute which may arise between the parties concerning the application, meaning or interpretation or any express term of this agreement, shall be settled in the following manner:

Step 1. The Union steward, with or without the aggrieved employee, shall submit the grievance in writing to the Chief or his / her designee within seven (7) working days, excluding holidays and weekends, after the employee knew or should have known of the occurrence or failure of occurrence of the incident upon which the grievance is based.

Step 2. If the grievance has not been resolved within ten (10) working days after its submission to the Chief or his / her designee, it shall be submitted to the Town Administrator or his / her designee in writing within seven (7) working days after the response of the Chief or his / her designee, or the date on which the answer is due.

Step 3. If the grievance has not been resolved within ten (10) working days after its submission to the Town Administrator or his / her designee, it shall be submitted to the Board of Selectmen in writing within seven (7) working days after the response of the Town Administrator or his / her designee, or the date on which the answer is due.

Step 4. Within ten (10) working days of receipt of the grievance, the Board of Selectmen, or their designee, shall hold a hearing, and shall render a decision within ten (10) working days after the hearing. If the grievance has not been resolved by the Board of Selectmen, the Union may submit the grievance to arbitration within fifteen (15) working days following the Board of Selectmen's answer or the date on which said answer is due, with a copy of the submission letter to the Board of Selectmen.

*Section 2. Time Limits.* If at the end of seven (7) working days next following the occurrence of any grievance or the date when any employee affected by the grievance should have knowledge of its occurrence, whichever is later, the grievance shall not have been presented at Step 1 of the procedures set forth herein, the grievance shall be deemed to have been waived. Furthermore, any grievance in process under such procedure shall also be deemed to have been



waived if the action required to process the said grievance to the next step in the procedure by the Union shall not have been taken within the time specified thereof above. Any time limits herein set forth may be waived and/or extended by mutual agreement of the parties.

*Section 3.* The Arbitration shall be conducted by the American Arbitration Association under its existing rules of procedure. The decision of the arbitrator shall be final and binding upon the parties except that the arbitrator shall make no decision, which alters, amends, adds to or retracts from this Agreement or which modifies or abridges the management rights and prerogatives of the Town. The Town and the Union shall share costs of the arbitration proceedings, except for transcripts requested by a party, equally.

*Section 4.* Notwithstanding any contrary provisions of this Agreement, matters concerning the discipline or discharge of a probationary employee shall not be subject to the grievance and arbitration provisions of this Article.

*Section 5.* All non probationary employees shall have the right of arbitration.

## **ARTICLE 9: HOURS OF WORK – OVERTIME – COMPENSATORY TIME**

*Section 1. Work Week.* The work week for telecommunicators covered by this Agreement shall consist of a schedule of five (5) consecutive eight (8) hour workdays immediately followed by two (2) consecutive days off. Other working hours may be arranged by mutual agreement between the Chief and the employee. One day shall represent twenty (20) percent of an employee's workweek.

*Section 2. Overtime.* Any work performed in excess of a normal work day or normal work week will be paid at one and one-half (1 ½) the hourly rate, except the rate will be at double-time on Holidays, at the base hourly rate of pay (therefore, overtime rate) calculated on a salary which shall be divided by the actual number of hours worked per year, two thousand and

eighty eight (2088), unless a leap year, which shall be calculated appropriately, and, except that swapped shifts shall not increase the cost to the Town and shall be subject to the approval of the Chief or his designee. Overtime requests submitted shall be rounded out to the nearest quarter (1/4) hour. In addition, employees will obey the Chief's order relative to completing reports and associated paperwork at the end of an assigned shift. Employees who violate such order may be called back to complete appropriate reports at no cost to the Town.

Overtime shall be assigned equitably and distributed impartially among all full-time employees of the bargaining unit. A list shall be established by the Chief and posted within the Police Station showing overtime distributed. The Union shall have the right to examine the list at its option. Overtime refused shall not be considered overtime worked for the purpose of the above-described distribution. The first two (2) calendar days an employee is absent from duty, if the shift is to be covered, shall be offered to full-time employees within the bargaining unit within their normal and customary assigned duty as telecommunicator for telecommunicator. If no full-time employees in the bargaining unit customarily assigned the same duties take the vacant shift, it may be offered to employees outside the bargaining unit, including on-duty police personnel. Whenever deemed necessary by the Chief or his designee, employees may be required to perform overtime services. Overtime rates will not be pyramided. When more than one overtime rate applies, only the highest single rate will be paid.

*Section 3. Call-Back/Call-In.* If, after completing a scheduled tour of duty, any employee is called back to work, except as specified in Section 2 above, he/she shall receive time and one-half (1 ½) his hourly rate for work performed, but in no event shall be paid for less than three (3) hours. For any call back for out of agency work an employee shall be paid a minimum

of four (4) hours. Call-in is defined as any time prior to three (3) hours before an employee's next scheduled shift, to be paid in full hour increments.

For example, if a 7 to 3 shift:

Time Call in Log		Overtime Amount
0615 call	=	1 hour
0555 call	=	2 hours
0505 call	=	2 hours
0440 call	=	3 hours

Callback does not include any scheduled event or scheduled training. Any other unscheduled work will be considered callback.

*Section 4. Court Time.* Appearance in any court for the government within the Commonwealth as a result of employment with the Town and outside the Commonwealth with the approval of the Chief, at other than normal working hours shall be compensated for one and one-half (1 ½) times the hourly rate of pay, but in no event shall an employee receive less than four (4) hours pay for such appearance.

*Section 5. Compensatory Time.* Compensatory time off in lieu of overtime payments may be granted at the same rate of time and one-half (1 ½) with the approval of the Chief. Compensatory time taken under the provisions of this contract, although calculated at time and one half for each hour of overtime worked, is actually paid at the regular base salary appropriation. Upon the death of any employee who is covered by this Article, and has accumulated compensatory time, the amount of compensatory time shall be paid at the prevailing rate in the manner provided by General Laws, Chapter 41, Section 111I.

*Section 6.* Compensatory time allowed department members shall be limited to eighty (80) hours per member, to be used within ninety (90) days. However, so as to reduce confusion as well as the complexity of calculating when compensatory time is due to be taken, the “aging” of the time will begin on the first day of the next month after the time is accrued. In other words, if compensatory time is earned on January 7<sup>th</sup>, the ninety (90) day clock would start February 1<sup>st</sup> and the time would have to be taken by the last day of April. Therefore, although members have a nominal ninety (90) days to use their compensatory time, the usage window of opportunity can be nearly an additional full month.

The months of July and August would not be counted for the above purpose. In other words, comp time earned on June 15<sup>th</sup> would stop “aging” July 1<sup>st</sup> and begin to “age” again on September 1<sup>st</sup>. Stated in other words, June 15<sup>th</sup> compensatory time (for that matter, any compensatory time earned in June) would not begin the ninety (90) day clock until September 1<sup>st</sup>.

*Section 7.* Employees shall receive a ½ hour meal break during each shift, on premise and subject to any other conditions mutually agreed upon between the Chief and the Union. If the employee opts not to take their ½ hour meal break during his/her shift, there will be no cost to the Town of Wellfleet in compensatory time. If there is an emergency situation occurring and the employee wasn’t able to take his/her ½ hour meal break there will be no cost to the Town of Wellfleet in compensatory time.

## **ARTICLE 10: SENIORITY**

*Section 1.* Seniority shall mean an employee's length of continuous service with the Town as full-time telecommunicator, or clerk-telecommunicator.

*Section 2.* Seniority within the position shall be used to determine vacation assignment and bidding of working schedules.

*Section 3.* A seniority list shall be established and posted in a conspicuous place within the police station. This list shall be furnished annually on July 1<sup>st</sup> by the Chief of Police and updated by the Chief of Police.

*Section 4.* Seniority shall not be affected by vacation, sick leave, military leave, injury time sustained in the line of duty, or any other temporary leave of absence agreed upon between the Chief of Police and the employee.

*Section 5.* Time off resulting from a suspension will be deducted from the employee's seniority. A suspension that is overturned will not affect an employee's seniority. A member of the bargaining unit whose suspension is overturned shall be compensated for all lost wages, earnings and benefits.

## **ARTICLE 11: UNIFORM ALLOWANCE**

*Section 1.* There shall be a uniform allowance of eight hundred dollars (\$800.00) in each year of the contract. Said amount shall be either paid in a check on the second payday in July to the employee or the employee may elect to provide the department with receipt for purchases for uniforms, uniform gear, police related equipment and clothing that shall not exceed the allotted amount. Each employee shall notify the department in writing as to the method

chosen regarding their uniform allowance by July 1<sup>st</sup>. Non-notification by an employee shall constitute a request for payment. Said allowance will be used for the purchase of uniforms, maintenance (see list of uniform articles), and cleaning such uniforms. Any change of style, type or color of the uniform will be at the expense of the Town, unless the uniform change is mutually agreed upon by the bargaining unit members and the Chief.

*Section 2.* The Chief retains the right to order union members to replace worn or faded items of clothing. The Chief will have the right to choose vendor, inspect all purchases, and otherwise assure uniformity and control of the expenditures. The Chief shall have the authority to approve all purchases.

*Section 3.* Each new full-time employee entering the service of the Wellfleet Police Department shall receive the allotted uniform allowance for that year, for the purpose of purchasing uniforms. In addition, when a new full-time telecommunicator, or clerk-telecommunicator is hired, the Town of Wellfleet, shall supply him or her at the Town's expense, the following uniform articles:

1 Pair of boots/shoes

1 Shirt

1 Belt

1 Pair of pants

Uniforms and equipment shall be returned to the Town upon termination of employment or whenever so ordered by the Police Chief. Uniforms shall consist of, but not be limited to, the items listed below.

UNIFORMS (Telecommunicators)

Short Sleeve Polo Grey w/logo	Black Sweater w/logo
Long Sleeve Polo Grey w/logo	Black Blazer
Blank Pants	White Turtleneck w/WPD Letters
Black Shorts	Black Belt
Black Skirts	Black Shoes

*Section 4.* Any third-party reimbursement for uniform items damaged or stained in the line of duty shall be payable directly to the employee without deduction from the uniform allowance, provided said employee produces a receipt indicating he has applied said proceeds towards cleaning or repairing or replacing the damaged uniform article.

**ARTICLE 12: IN-SERVICE TRAINING**

*Section 1. Recurrent State Mandated Training.* This shall include but not be limited to EMD, CPR, EMT, or other re-certifications as required by the State or Chief of Police and shall be attended at the direction of the Chief of Police or his designee.

- Travel to and from the training site is not compensable with overtime.
- The Chief may authorize the use of a department vehicle for travel to and from the training site. Use of such a vehicle is for the convenience of the employees and is not required.
- Department members shall be subject to the same meals payment policy in effect for other Wellfleet Town Employees.
- Should circumstances warrant, the employee may be entitled to reasonable expenses with the approval of the Chief of Police or his designee.

*Section 2. Other Training.* Other Training sessions, which are authorized by the Chief of Police, and which involve travel, overnight residence, or time spent studying or in preparation for course work. The Town agrees to maintain its past practice for out-of-town training sessions whereby employees will have their expenses of food, travel, and hotel paid for by the Town if authorized to attend such training courses by the Chief.

- Travel to and from the training site is not compensable with overtime.
- The Chief may authorize the use of a department vehicle for travel to and from the training site. Use of such a vehicle is for the convenience of the employee(s) and is not required.
- Department members shall be subject to the same meals payment policy in effect for other Wellfleet Town employees.
- The Town shall be responsible for arranging and paying for hotel/motel accommodations for the department members and employees.
- Should circumstances warrant, the employee may be entitled to reasonable expenses with the approval of the Chief of Police or his designee.



## ARTICLE 13: VACATIONS

*Section 1.* Vacation days to be accrued on the following basis for all regular full-time employees:

Hire to 5 years of service	1 day per month	up to a max. 20 working days
5 to 10 years of service	1¼ days per month	up to a max. 25 working days
10 to 15 years of service	1½ days per month	up to a max. 30 working days
15 to 20 years of service	1¾ days per month	up to a max. 35 working days
20 or more years of service	2 days per month	up to a max. 40 working days

Vacation days begin to accrue from first month of service and are not to be used until an employee has completed the first six months of service. Vacation days will not be granted to temporary employees.

Employees may take their vacation on a weekly basis upon the approval of the Chief in the following manner:

1. Requests for a vacation within a pre-established period of time. The time frames will be tied in with the 12-week bid cycle. For the upcoming bid, employees may submit vacation request for a two-week period between the 14<sup>th</sup> and 12<sup>th</sup> week before the bid's commencement. The Chief or his/her designee will approve these requests on a seniority basis prior to the 10<sup>th</sup> week of the bid's commencement.

For example:

14 weeks prior to the bid's commencement;	Vacation request open
12 weeks prior to the bid's commencement	Vacation request close
10 weeks prior to the bid's commencement	Approval / Denial due

2. Vacation request after the pre-established request periods: The Chief or his/her designee will approve the vacation requests submitted after the above-mentioned time frame on a first come first served basis, that is not subject to the seniority rules defined above. Approval or denial of said request shall be given to the employee within ten (10) working days of submittal.

3. Vacation request prior to the pre-established request periods: The Chief will approve vacation requests submitted prior to the above-mentioned time frames for special circumstances (i.e., wedding, travel, etc.) on a case-by-case basis.

Employees may take a maximum of five (5) days vacation during the summer months with the approval of the Chief. Notwithstanding the foregoing, the Police Chief reserves the right to limit the number of telecommunicators on vacation at any one time and to deny vacation requests at such time as in his opinion may conflict with the needs of the Town.

*Section 2.* An employee who is laid off, retired or honorably resigns from the services of the Town for any reason other than for cause shall be compensated for accrued unused vacation.

*Section 3.* Upon the death of an employee who is eligible for vacation under this article, payment shall be made in an amount equal to the vacation time at the prevailing rate in the manner provided by General Laws, Chapter 41, Section 111I.

*Section 4.* Any employee may elect to be paid up to two weeks of accrued vacation time. Requests must be submitted prior to March 1<sup>st</sup> or if unforeseen circumstances arise the request can be made to the Chief outside of the deadline.

## ARTICLE 14: HOLIDAYS

All regular full-time employees shall be entitled to eleven (11) paid Holidays. Holidays will be observed on the day that the Holiday occurs. The Holidays referred to in this Article are listed below:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Washington's Birthday	Veterans' Day
Patriot's Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	Juneteenth

and any other Holiday granted by the Board of Selectmen to all other Town employees or holidays passed by the State Legislature.

When a Holiday occurs, the employee has the option of:

- 1) Requesting and, if granted, receiving the Holiday off, or.
- 2) Receiving the Holiday day's pay, or.
- 3) Receiving a day-off in lieu of the Holiday, to be taken off with the approval of the Chief of Police or his designee.
- 4) Holidays saved shall be taken off prior to the end of the fiscal year that the Holiday occurred, or the employee shall be paid for the Holiday with no right for a grievance.

## ARTICLE 15: LEAVES OF ABSENCE

*Section A. Sick Leave.* Every full-time employee shall accrue sick leave at the rate of one and one-quarter (1 1/4) days for each month of actual service. Sick leave may be used where said leave is caused by sickness or injury not incurred in the course of his/her employment. Sick leave may be used for illness or disability arising out of or caused by childbirth. Employees who are absent from duty on account of sick leave status for an entire fiscal year shall not be entitled to receive uniform allowance, vacation pay, or holiday pay for such fiscal year. Employees who are absent from duty on account of injured-on-duty status shall not receive a uniform allowance but shall receive 52 weeks of pay, holiday pay, and may accrue sick leave and vacation pay. Employees returning from injured-on-duty (IOD) status shall be entitled to the current year's uniform allowance.

1. Sick leave not used in the year in which it accrues, together with any accumulated sick leave standing to the employee's credit on the effective date of this Agreement and not used in the current year, may be accumulated for use in a subsequent year. Upon an employee's honorable discharge from the Wellfleet Police Department, i.e., retirement, medical retirement, honorable resignation, the Town will compensate the employee at a rate of ten percent (10%) of the accumulated sick leave at the prevailing rate. Members honorably discharged from the Wellfleet Police Department, i.e., retirement, medical retirement, honorable resignation, with ten or more years of service will be compensated at twenty-five (25%) of the prevailing rate.

2. When absence for sick leave is for a period of more than three (3) days, an employee shall, if requested by the Chief, file a Physician's Certificate of Disability signed by a regularly licensed and practicing physician before the employee shall be entitled to sick leave benefits.

The employee will fully cooperate with the Town in being examined by a physician or clinic designated by the Police Chief as a condition of receiving sick leave benefits, said examination to be paid for by the Town.

3. An employee who is receiving Disability Compensation may take so much of the sick leave allowance to which he or she is entitled as, when added to the amount of any disability compensation, will result in the payment of full salary for any particular work week.

4. The Chief may, in his sole discretion, authorize the use of sick leave by an employee in the event of a serious illness of a member of the employee's immediate family. In the event that the sick leave authorized hereunder exceeds three (3) days, the employee, if requested by the Chief, shall file a physician's certificate of disability as that relates to a member of the family who is seriously ill. Such certificate shall state that the employee is needed for assistance. The immediate family shall mean spouse, father, mother, brother, sister, child, stepchild, mother-in-law, father-in-law, son-in-law, daughter-in-law, spouse's sister, spouse's brother, grandmother, grandfather, grandchildren, stepfather, stepmother, half brother and half sister.

5. Upon the death of an employee who is covered by this article and who has accumulated sick leave, payment shall be made in an amount equal to ten percent of the accumulated sick leave at the prevailing rate in the manner provided by General Laws, Chapter 41, Section 111I.

6. Those employees who use less than two (2) sick days per fiscal year will receive two (2) added vacation days for the next fiscal year.

*Section B. Death Leave.* In the event of the death of a member of the immediate family of an employee, the employee will be granted leave without loss of pay. The immediate family shall mean spouse, father, mother, brother, sister, child, stepchild, mother-in-law, father-in-law, son-in-law, daughter-in-law, spouse's sister, spouse's brother, grandmother, grandfather,

grandchild, stepfather, stepmother, half-brother, half-sister. Leave under this section shall not exceed four (4) consecutive days.

*Section C. Injury.* Injury while in the line of duty shall be paid by the Town under The Massachusetts Workmen's Compensation Laws.

*Section D. Other Leaves of Absence.* Leaves of absence without pay for limited periods not to exceed one (1) year, may be granted by the Chief with the approval of the Board of Selectmen, and such leave may be granted or renewed with the approval of the Board of Selectmen.

*Section E.* Personal business days may be charged to vacation days, compensatory time, or holidays with approval of the Chief of Police or his designee. The Police Chief is authorized to post regulations governing what notice requirements must be met before the Chief approves the use of such personal business days.

*Section F.* If a Union member is sick or injured for eight consecutive work (duty) days or is sick or injured for more than twelve total duty days in any given bid-cycle, the Chief, at his sole discretion, may reassign the junior-most telecommunicator (not including any Union member employed as of December 1, 1999) to any shift deemed appropriate during the next bid-cycle. The sick or injured Union member's shift schedule bid will not be impacted.

*Section G.* Every employee covered by this agreement shall be permitted one (1) personal day each fiscal year, with the approval of the Chief. If a permanent full-time employee does not utilize sick leave during any consecutive six-month period, the employee shall be granted one additional personal day which may be taken in the following six-month period with the approval of the Chief of Police. Only one (1) personal day per year can be earned for not using sick leave and must be used before the end of the fiscal year and cannot be carried over.

Section H. Subject to prior approval of the Chief of Police, an employee shall be awarded one hour of compensatory time off for each scheduled training session, for a new dispatcher, of at least four (4) hours duration conducted by an employee during the employee's regularly scheduled work shift.

### **ARTICLE 16: INSURANCE**

All full-time employees of the bargaining unit shall be eligible to participate in the Town of Wellfleet's health insurance program. Effective July 01, 2008, Master – Medical Plan is not an available medical plan. The insurance shall be paid out sixty five percent (65%) by the Town and thirty five percent (35%) by the employee.

Employees not taking part in the Town's health insurance program shall be reimbursed twenty five percent (25%) of the town's portion of the least expensive plan for which the employee is entitled. Payment shall be made prior to the end of the calendar year.

Employees, or their dependents, shall receive compensation for death in the course of or resulting from employment provided by Chapter 152, Worker's Compensation Section 33 Burial Expenses and Chapter 152, Section 31 Death Compensation for dependents.

### **ARTICLE 17: SAFETY COMMITTEE**

*Section 1.* The Union may establish a Safety Committee of not more than two (2) members, which may meet with the Chief of Police for a mutual exchange of opinions, ideas and discussion concerning the safety and health conditions of the Department. Such meetings may take place periodically but at least one (1) every three (3) months upon the specific request of the Union or the Town. A written agenda shall be required for each meeting.

## **ARTICLE 18: UNION REPRESENTATIVES**

The name of the Union Steward shall be furnished to the Town immediately after their designation, and the Union shall notify the Town of any changes forthwith.

A Steward may be granted reasonable time off during working hours to investigate and settle grievances at the discretion of the Chief.

## **ARTICLE 19: LABOR MANAGEMENT MEETINGS**

The Selectmen or their designee, shall meet with the members of the Union bargaining committee periodically for the mutual exchange of opinions, ideas, and discussions with respect to policies and practices affecting the implementation of the Agreement, status of current and new projects, and other matters of mutual interest.

All pending grievances may be discussed at said meetings. A written agenda shall be required for each meeting.

## **ARTICLE 20: DURATION**

*Section 1.* This contract shall be effective from July 1, 2022, through June 30, 2023

Retroactive payments shall be made only on items indicated in Attachment A of this Agreement, which is incorporated herein by reference.

All funding and other provisions requiring Town Meeting approval as contained herein are subject to vote of Town Meeting.

The parties are bound by the terms specifically contained herein and by any law or laws, State or Federal, which supersede this contract.



*Section 2.* This Agreement contains the complete agreement between the parties and no additions, waivers, deletions, changes or amendments shall be made during the life of the Agreement, except as provided by law, or as expressly set forth in the management rights clause of this contract, or except by mutual consent in writing of the parties hereto. The Union acknowledges that during the negotiations which resulted in the Agreement, it had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining, that all subjects have been discussed and negotiated and that the agreements contained in this Agreement were arrived at after free exercise of such rights and opportunities. The Union, therefore, voluntarily and without qualification, waives any rights it may have had in this respect.

*Section 3.* Either party desiring to renegotiate this Agreement for a new contract after June 30, 2023, must notify the other in writing on or before February 1, 2023. This notice for a new contract, if given, must contain in writing the changes desired and until a satisfactory condition is reached in the matter of such changes, the original provisions of this contract shall remain in full force and effect.

### **ARTICLE 21: TIME OFF FOR BARGAINING**

Members of the Union Negotiation Committee, not to exceed two (2), will be allowed time off without loss of pay to attend negotiation meetings, for a maximum of three (3) hours. This does not extend to mediation, fact finding or arbitration sessions.

## **ARTICLE 22: UTILIZATION OF PRIVATE MOTOR VEHICLE**

The Town agrees to reimburse the employee for the use of his private automobile for any and all department business when the department employee is authorized to use his vehicle by the Chief or his designee, and at the rate allowed by the Internal Revenue Service, less mileage reimbursement by court. Said use shall be for official use only and shall require prior approval of the Chief or his designee.

## **ARTICLE 23: PAY SCALE**

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

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

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

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

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

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

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

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

Incentive is payable only upon satisfactory completion of course(s). A certificate of completion or copy of grades must be submitted for proof of completion. All courses shall be directly related to employment and must have prior approval of the Chief of Police to qualify for Incentive Pay. A one-time payment shall be made on the next pay period after the 1<sup>st</sup> of December and shall be for service during the current fiscal year, July 1<sup>st</sup> through June 30<sup>th</sup>. Those individuals leaving the department prior to June 30<sup>th</sup> are entitled to the full amount on their termination date.

#### **ARTICLE 25: LONGEVITY**

All regular full-time employees shall receive a longevity bonus, based on anniversary date, according to the following schedule:

\$375 after (5) Years of continuous service with an additional \$50 per year for each subsequent year.

\$700 after (10) years of continuous service with an additional \$100 per year for each subsequent year.

The Longevity bonus shall be paid on the first payroll following the anniversary date to those who qualify by length of continuous service.

After ten (10) years of continuous employment, any employee who terminates employment with the town and is eligible for longevity bonus shall receive longevity payment for any time earned up to said date of termination of employment. Earned bonus will be paid at time of termination and shall be prorated if termination date does not coincide with anniversary date.

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

## **ARTICLE 26: REDUCTION IN FORCE**

*Section 1.* The Town retains exclusive rights to determine the number of police telecommunicators and other employees, which are needed in the department and also retains the exclusive right to determine the number and type of employees to be laid off.

*Section 2.* Employees will be laid off in order of seniority within the department as provided in Article X, and the least senior employee in the classification, who is the subject of the layoff shall be the first employee laid off.

*Section 3.* An employee who is the subject of a layoff shall have the right to require the layoff of an employee with less seniority in a lower rank and upon the layoff of the employee of lower rank the employee originally subject to layoff shall assume the rank of the employee so laid off and shall thereafter be compensated as provided by this Agreement as an employee of the position assumed. For purposes of establishing the relative ranking of positions within the department for this Article, the positions in order of descending rank are Sergeant, Clerk-Telecommunicator, Patrolman, Telecommunicator.

*Section 4.* Laid off employees shall be recalled in inverse order of their layoff within their rank as positions become open. Employees shall remain on a recall list for a period of three (3) years from the date of their layoff. An employee who is recalled by the Department within three years shall have restored to him/her all benefits accumulated at the time of his layoff. When a vacancy occurs the Union shall be notified by certified mail at its last address of record or by delivering in hand to the steward and who shall in turn be responsible for notifying the employee within five (5) business days by certified mail. As many as three employees on the recall list may be notified simultaneously. Failure to accept certified mail shall not be deemed sufficient reason for failing to meet the response date. Failure to the individual employee to respond to the Town or its designee with a letter of acceptance within fifteen business days after

notice shall be considered a rejection of such offer and the employee shall be dropped from the recall list. It shall be the responsibility of the employee on the recall list to inform the Department and the Union of their current mailing address or any changes thereof.

### **ARTICLE 27: MISCELLANEOUS**

*Section 1.* Space shall be provided in the squad room for a Union Bulletin Board of reasonable size for the posting of announcements relating to Union business. All such notices shall be approved for posting by the Chief.

*Section 2.* Copies of General Orders, Special Orders and Personal Orders shall be supplied to the Union Telecommunicator upon request and copies of such orders issued subsequent to the effective date of this Agreement shall be supplied to him at time of issuance.

*Section 3.* All parties to this Agreement shall cooperate in the enforcement of safety rules and regulations. Complaints with respect to unsafe or unhealthy working conditions shall be brought to the attention of an employee's superior officer or the Chief of Police.

*Section 4.* The Town shall provide a complete set of the General Laws and a current Wellfleet Street listing at the Police Station. Each permanent employee shall be provided with a copy of the rules and regulations for the government of the Police Department, general By-Laws of the Town, and any Traffic Rules and Orders, as needed. Within the scope of the available appropriations, it shall be the responsibility of the Chief to keep the aforementioned current.

*Section 5.* The substance of all complaints against employees shall be furnished in writing to the employee prior to any disciplinary action being taken by the Department against the employee.

*Section 6.* With the permission of the Chief of Police, a space in the Police Station may be used by the Union for meeting and discussions of Labor-Management issues of interest to this Agreement.

*Section 7.* Reporting Injuries in the Line of Duty. An employee injured in any way while in the service of the Town, shall report said injury or cause said injury to be reported to the Chief forthwith and in no event later than twenty-four (24) hours after said employee has knowledge of the injury. The employee shall also file or cause to be filed as soon as reasonably possible thereafter, a written report, specifying the following information to the extent the same is available at the time said report is prepared:

1. Time and place of injury
2. Duty when injured
3. Cause of injury
4. Detailed description of how the injury occurred
5. Names of witnesses
6. Name of injury
7. Names of any doctor and nature of medical or surgical treatments received.

Section 8 The failure of the Employer or the Union to insist, in any one or more incidents, upon performance of any of the terms, or conditions of this Agreement shall not be considered as a waiver or relinquishment of the rights of the Employer or of the Union to future performance of any such term or condition, and the obligations of the Union and the Employer to such future performance shall continue in full force and effect.

### **ARTICLE 28: LIGHT DUTY**

Whenever a telecommunicator is incapacitated for duty because of injury sustained in the performance of duty without fault of his/her own, he/she shall be granted leave without loss of pay for the period for such incapacity, provided, however, that no such leave shall be granted for any period after a physician designated by the appointing authority determines that such incapacity no longer exists, and provided further that such compensation shall be paid only to the extent required by Massachusetts Workers Compensation as amended from time to time.

Further, no such leave shall be continued beyond a total of thirty (30) calendar days in the event the physician designated by the appointing authority determines that the telecommunicator is capable of performing limited duties on either a full time or less than full time basis subject only to the provisions contained herein. The Chief shall determine whether a position is available which the telecommunicator is capable of performing and may or may not assign him/her to fill the position. Assignments to limited duty tasks may be changed or terminated at the discretion of the Chief subject only to the provisions contained herein. Telecommunicators will not be involuntarily assigned to light duty prior to the expiration of thirty calendar days. The thirty calendar day period referred to in this paragraph includes all time due to an injury or any recurrence of the same injury, whether or not continuous

**LIGHT OR LIMITED DUTY TASKS SHALL INCLUDE:**

1. Dispatching
2. Training
3. General clerical work
4. Crime Prevention (e.g., citizen's assistance and operation ID)
5. Assist in property and evidence room
6. Suicide Prevention Watch
7. Computer Operation
8. Supervision (applicable to supervisors only)
9. Other limited or light duty tasks agreed upon by the Chief and the Union

Most limited or light duty tasks will normally be in-house duties. The Chief will make reasonable efforts whenever possible to make assignments of light duty to the same shift as the telecommunicator is currently assigned. Limited duty assignments, however, will not normally be made to the midnight shift except for telecommunicators currently assigned to the shift.

If the telecommunicator is determined by the physician designated by the appointing authority to be capable of returning to limited or light duty and he/she is assigned to same and

he/she does not report for the same and has not filed a timely appeal hereunder, his/her pay shall be discontinued, and he/she shall be subject to disciplinary action.

### **APPEAL PROCESS**

In the event the individual telecommunicator's personal physician disagrees with the decision made by the physician designated by the appointing authority and believes that the telecommunicator is not capable of returning to limited duty, the telecommunicator shall cause his/her physician to confer with the physician designated by the appointing authority within ten (10) calendar days of the decision by the physician designated by the appointing authority. A telecommunicator assigned to light duty notwithstanding the continuing disagreement of his personal physician after said conferral with the physician designated by the appointing authority shall have the right, within fourteen (14) calendar days after said conference, to appeal to a third physician designated by the two conferring doctors. During the pendency of this appeal, the telecommunicator shall comply with the reasonable rules of the Chief. The third physician shall render his/her decision within seven (7) calendar days or as soon as practical thereafter. The decision of the third physician shall be final and binding as to whether the telecommunicator is medically capable of being assigned limited of light duty at that time.

If the telecommunicator is determined by the third physician to be capable of returning to limited or light duty and he is assigned to the same and he does not report for same, his pay shall be discontinued, and he shall be subject to disciplinary action. Nothing herein, however, shall prevent the Chief from having the telecommunicator subsequently reexamined at reasonable intervals, normally not less than fourteen calendar days, to see if the telecommunicator has sufficiently recovered to commence light duty. The cost of the appeal procedure, namely payment of the third physician, shall be paid for the Town.

Nothing herein shall preclude any injured member from seeking retirement nor shall anything herein preclude the Town of Wellfleet from involuntarily retiring members. Further, nothing herein shall preclude and injured telecommunicator from seeking and obtaining treatment for said injury from the physician of his choice. Nothing herein shall require or preclude the Chief from, or limit his discretion regarding, the granting or denying of a request



from a telecommunicator out on sick leave to work on limited or light duty; however, such assignments shall not be made involuntarily.

It is understood that assignments to light duty are temporary in nature and shall not extend beyond the period of disability.

### **ARTICLE 29: DRUG TESTING PROGRAM**

Subject to the provisions of this Article, an employee shall be subject to Urinalysis drug testing (which shall be drug(s) specific), if reasonable suspicion of non-prescriptive drug use exists, as determined by the Chief of Police. Determination of “reasonable suspicion” by the Chief of Police shall comport with constitutional/legal guidelines. The employee shall be advised by the Chief of the facts and circumstances constituting his determination of “reasonable suspicion” in each instance. An employee subject to Urinalysis drug testing hereunder shall have two (2) options:

(a) The employee may refuse to be drug-tested, which may set in motion appropriate disciplinary proceedings as determined by the Chief of Police. An employee has the right to elect to arbitrate any disciplinary action taken against him as per set forth in the contract; or

(b) The employee may agree to be drug-tested. In such case, such testing shall be administered by the independent qualified testing laboratory of the Town’s choice, with Union input as to such choice. Urine samples will first be taken under supervision of a qualified physician, or a medical technician or clinician employed by an independent medical facility, licensed in Massachusetts. If the initial test of each urine sample/specimen is positive, a second method of testing shall be immediately administered. The second test shall employ a methodology different from the first.

In the event that both urine sample/specimen testing’s are positive and independent testing of the same sample, if employed by the employee, is not negative, the employee will be relieved of duty with vacation, sick pay and/or other combinable leave, to the extent available, or on leave without pay if not, pending completion of a Town approved drug rehabilitation program (which may be in-patient or out-patient, including, but only limited to counseling). During this process, the employee shall be suspended for thirty (30) days, which suspension shall be stayed

pending his successful completion of the drug rehabilitation program, and the matter shall be expunged from his record and from Town/Department files upon his successful completion of said program, or two (2) years from the date of initial testing, whichever earlier occurs, there is no further positive testing. After successful completion of said program, the employee shall return to duty and shall be subject to follow-up “random” drug testing for a period of two (2) years from date of initial testing. If he or she is again found to have used any of the specified nonprescription drugs, the employee shall be subject to immediate disciplinary proceeding, including discharge, and shall be availed of all his rights under this contract.

The use of prescription drugs, prescribed by an employee’s physician, shall preclude any Town disciplinary action against the employee or any requirement that the employee participate in the drug rehabilitation program. The parties shall meet to develop policies and procedures for taking urine samples/specimen and testing employees as aforesaid, forthwith after execution of the Agreement. The implementation of Urinalysis drug testing hereunder shall occur upon agreement as to such policies and procedures. Such policies and procedures shall include, without limitation, the following:

1. Procedures for certification, decertification, and recertification of laboratories for urine analysis for drugs.
2. Nature of origin and confirmation tests, and type tests, together with security of urine samples/specimens.
3. Maintenance of chain-of-custody of urine samples/specimens.
4. Preservation of urine samples/specimens and all records of testing.
5. Maintenance of fairness, objectivity, accuracy, and confidentiality in testing program. All testing by the Town of urine samples/specimens shall be at the Town’s sole expense.

## **ARTICLE 30: WELLNESS PROGRAM**

*Section 1.* Employees will participate in a Wellness Program at the Town's expense aimed at encouraging positive health habits, assessing, on a regular basis, general fitness status, and providing information for sound health decision-making.

On an annual basis employees will be administered tests for blood pressure screening, blood cholesterol measurement, body composition measurement and vital signs screening. In conjunction with the screening procedures, employees will also be provided with health counseling. Results of the tests will be confidential and shall not be used against the employee.

*Section 2.* The Union agrees that physical fitness should be a goal of all bargaining unit members and to that end it will cooperate with the Town and establish a physical fitness program.

## **ARTICLE 31: EMT / EMD STIPEND**

Section 1. All regular full-time employees who have received Massachusetts certification as an Emergency Medical Technician (EMT) shall be entitled to additional remuneration in the amount of \$1,000.00 dollars per year.

Any full-time employee who has received Massachusetts certification as an EMT shall receive these \$1,000.00 dollars added to all other pays for the purposes are achieving and hourly rate and an overtime rate and shall be paid in their regular check after having already been computed as additional salary. (Effective on the first payday after certification, the \$1,000.00 dollars will be added to all other pays, or the purposes and reasons set forth above.) Should certification not be maintained this benefit shall be lost.

Section 2. This money is not considered salary for the purpose of determining a pay raise when a percentage is added for any wage adjustment for the next fiscal year unless agreed to by both parties at negotiations for contracts.

Section 3. Union members shall be entitled to Emergency Medical Dispatch (EMD) stipend upon certification as an EMD. The stipend shall be \$600.00 dollars annually as long as certification is maintained.

A member of the Union who is entitled to the EMD stipend shall be compensated at the higher rate of the two stipends upon receiving their EMT certification.

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2022

BY:

Town of Wellfleet

Wellfleet Communications Union

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**ATTACHMENT A: PAY SCALE - FULL-TIME TELECOMMUNICATORS**

**Dispatchers Effective 7/01/2022 FY 2023**

Step 1	\$53,027.00
Step 2	\$55,748.00
Step 3	\$56,862.00
Step 4	\$58,000.00
Step 5	\$59,159.00
Step 6	\$60,343.00
Step 7	\$61,550.00
Step 8	\$62,781.00
Step 9	\$64,036.00

**Clerk 1/Dispatcher**

Step 1	\$67,022.00
Step 2	\$69,969.00
Step 3	\$71,368.00
Step 4	\$72,795.00
Step 5	\$74,251.00
Step 6	\$75,737.00
Step 7	\$77,251.00

*Section 2.* Night differential (paid only to telecommunicators regularly assigned midnight, late evening shift and regular evening shifts) amounts to thirty-five (\$35.00) per week.

*Section 3.* All regular full-time telecommunicators shall receive salary, night differential and EMD or EMT pay (whichever is higher) added together to achieve the hourly, overtime and holiday rates (Article 9/Section 2). This total salary shall be paid in approximately equal amounts bi-weekly provided however, that no employee should be paid in advance for time worked.



# Wellfleet Fire Department



10 Lawrence Road, Wellfleet, MA 02667

Richard J. Pauley, Jr.  
Fire Chief

Phone: (508) 349-3754  
Fax: (508) 349-0318

TO: Richard Waldo Town Administrator  
Chief Richard Pauley Jr.  
FROM: Curtis Gelatt (Union President)  
RE: Memorandum of Understanding  
DATE: 06/08/2022

## **Memorandum of understanding between the Town of Wellfleet and the Wellfleet Permanent Firefighters Local 4342**

### **One year contract extension:**

The Town of Wellfleet and the Permanent firefighters agree to extend the contract by one (1) year from July 1<sup>st</sup>, 2022 to June 30<sup>th</sup>, 2023 **The funding for this agreement will be subject to an Operating Budget Override vote taken at the Annual Town Meeting and Special Town Election.**

### **Appendix A Wages Section 5:**

Firefighter Stipend established at \$1500.00  
Paramedic stipend increased by \$600.00  
EMT stipend increased by \$300.00  
EMT-A stipend increased by \$500.00  
COLA 3.50%

### **Article 28 Tuition Reimbursement Section 2:**

Effective January 1<sup>st</sup> 2023 replace Section 2 in its entirety with:

The town shall compensate members working to obtain a higher level of education in the fields of Firefighting or Emergency Medicine including but not limited to Nursing, Paramedicine, Emergency Management, Health Science, Fire Science, Fire Technology, or Fire Administration. The Chief and Union upon agreement shall be able to approve other educational courses of study that relate to the fields of Firefighting or EMS. Any credit hours earned at an accredited school that would be required to complete a degree shall be calculated at the hourly credit rate that the school uses. Photocopies or online printed records of transcripts will be accepted.



# Wellfleet Fire Department



10 Lawrence Road, Wellfleet, MA 02667

Richard J. Pauley, Jr.  
Fire Chief

Phone: (508) 349-3754  
Fax: (508) 349-0318

The town shall add to the members yearly base pay the educational incentive amount corresponding to the table below. The educational incentive shall be added upon verification at initial hire. Whenever there is any increase to credits or degrees the educational incentive will be recalculated and added to the members base pay upon submission of proof of completion. Members submitting valid degrees from accredited schools shall not be required to prove a minimum number of credit hours. The incentive levels are not cumulative. All incentive payments shall be included in the base rate for overtime calculations.

With the chief's approval training hours may be used for college courses.

All incentive payments shall continue to be included in the base rate for overtime calculations.

Incentive Pay	
30 Degree credit hours	\$1,000.00
Associates Degree	\$2,000.00
Bachelor's Degree	\$3,000.00
Master's Degree	\$4,000.00

## **Article 12 Overtime Section 6:**

Change the two (2) hour minimums to four (4) minimums.

## **Article 12 Overtime:**

Create section 13. with the following language:

A one (1) hour minimum will apply to all details, meetings, and drills once that one hour minimum has been met and that time does not exceed fifteen minutes, the employee will not be compensated for that overtime. If the employee works in excess of fifteen minutes, but, no more than thirty minutes, the employee will be compensated for thirty (30) minutes of over-time. At the thirty (30) minute mark the employee shall be compensated for one (1) hour of overtime. For all hours after the first hour, he/she will be compensated for the full hour.

## **Article 11 Hours of work:**

Create Section 2. Mandatory time off with the following language:





# Wellfleet Fire Department



10 Lawrence Road, Wellfleet, MA 02667

Richard J. Pauley, Jr.  
Fire Chief

Phone: (508) 349-3754  
Fax: (508) 349-0318

If a union member is scheduled to work their regular night shift prior to any department required event including but not limited to PAT, paramedic exam, jury duty or academy orientation that member shall be granted the night shift off with pay.

### **Article 13 Holidays:**

Add Juneteenth to the holiday list as an official holiday.

Add the following language to the end of the first sentence *and any other holiday granted by the Select Board to all other Town employees or any holidays passed by the Massachusetts State Legislature.*

### **Create Article 39 Summertime time off restrictions:**

No time off request shall be allowed to exceed 48 hours per month for July and August excluding sick leave.

#### **For the Town:**

-----  
Chairman of the BOS

-----  
Town Administrator

-----  
Chief of Fire Dept.

#### **For the Union:**

-----  
Union President

-----  
Negotiator

-----  
Negotiator

-----  
Negotiator

APPLICATION FOR PERMIT TO USE TOWN OWNED PROPERTY

TOWN OF WELLFLEET
300 MAIN STREET
WELLFLEET, MA 02667

Applicant Jay Pawa Affiliation or Group Sacred Surf School, LLC

Telephone Number 508-514-1555 Mailing Address 4900 State Hwy, Eastham, MA

Email address: sacredsurfschool@gmail.com

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

Date(s) and hours of use: June-Labor Day

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

Surf Lessons, 2-10 people, surfboards, wetsuits, \$75-120.

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

Beach stickers for handful of instructors.

NOTE TO APPLICANTS: All applications must be accompanied by a non-refundable \$50.00 processing fee. Applications must be received at least 30 days prior to the first event date to 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:

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

<b>Health/Conservation Agent:</b>  Comments/Conditions:  Permits/Inspections needed:	<b>Inspector of Buildings:</b>  Comments/Conditions:  Permits/Inspections needed:
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<b>Police Department:</b>  Comments/Conditions:	<b>Fire Department:</b>  Comments/Conditions:
---	---

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

<b>Harbormaster:</b>  Comments/Conditions	<b>Shellfish:</b>  Comments/Conditions
---	--

<b>Recreation:</b>  Comments/Conditions	<b>Town Administrator:</b>  Comments/Conditions
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/05/2022

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

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

PRODUCER	Frazier Insurance Agency, Inc. P.O. Box 1250 Midlothian, VA 23113-1250	CONTACT NAME Frazier Insurance Agency, Inc.	PHONE (A/C. No. Ext): (804) 754-7610	FAX (A/C. No.): (804) 754-7613
		E-MAIL ADDRESS ifrazier@frazierinsurance.com	INSURER(S) AFFORDING COVERAGE	
INSURED	Sacred Surf School, LLC 4900 State Highway Eastham, MA 02642	INSURER A	Aegis Security Insurance Company	NAIC # 33898
		INSURER B:		
		INSURER C:		
		INSURER D:		
		INSURER E:		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> INCLUDES ATHLETIC PARTICIPANTS GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			Policy # FGLSP-100-21 Cert #FMA-S-0027	05/15/2022	09/16/2022 12:01 AM	GENERAL AGGREGATE \$ 2,000,000.00 PRODUCTS - COMP/OP AGG \$ 2,000,000.00 PERSONAL & ADV INJURY \$ 1,000,000.00 EACH OCCURRENCE \$ 1,000,000.00 DAMAGE TO RENTED PREMISES \$ 300,000.00 MED EXP (Any one person) \$ 5,000.00 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTO <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON OWNED AUTOS						COMBINED SINGLE LIMIT (Per occurrence) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA/LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
POLICY DEDUCTIBLE: \$0.00 PER EACH BODILY INJURY OR PROPERTY DAMAGE CLAIM

CERTIFICATE HOLDER  Sacred Surf School, LLC 4900 State Highway Eastham, MA 02642	CANCELLATION  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  <i>John W. Frazier</i>

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## Re-appointments 2022

### Affordable Housing Trust(2 year) ~ 2024

Elaine McIlroy                      Harry S. Terkanian

Gary Sorkin                          Kathleen Nagle

Sharon Rule-Agger                Michael Devasto

James Hood

### Bikes & Walkways Committee (3 year) ~ 2025

Ned Oliver

Rebecca Noble

Christie O'Campbell

Peter Cook

### Board of Assessors (3 year) ~ 2025

Nancy Vail

### Board of Health- (3 year) ~ 2025

Ken Granlund

Janet Drohan

Nick Picariello

Gary Locke

### Building Dept. (3 year) ~ 2025

Paul Dinsmore

Sean Donoghue

Eric Olkkola

Michael Ramsdell

### Building & Needs Assessment Committee (3 year) ~ 2025

Sean Donoghue

Jay Horowitz

**Cable Advisory Committee (1 year) ~ 2023**

Thomas Cole

Deborah Magee

Jennifer Wertkin

Mark Washburn

**Cape Cod Commission ~ (3 year term) ~ 2025**

Richard Elkin

**Cape Light Compact Governing Board**

David Mead Fox

**Commission on Disabilities ( 3 year) ~ 2025**

Fred Gentner

**Community Preservation Committee ( 3 year at large) ~ 2025**

Rhonda Fowler

Fred Streams

**Clean Water Advisory Board ( 3 year) ~ 2025**

Curt Felix

**Council on Aging Committee ( 3 year) ~ 2025**

Brian Quigley

Robin Slack

Stephen Greenberg

**Conservation Commission (3 year) ~ 2025**

John Cumbler

Barbara Brennessel

**Cultural Council ( 3 year) ~ 2025**

Louise Ledkovsky

**Dredging Task Force ( 3 year) ~ 2025**

Charles Annett

Christopher Annett

Alfred Pickard

**Energy Committee ( 3 year) ~ 2025**

Mary Magenau

Suzanne Ryan-Ishkanian

John Cumbler

**Historical Commission (3 year) ~ 2025**

Lucas Manning

**Local Housing Partnership ( 1 year At large) ~ 2023**

Anne Suggs

Karen Kaminsky

Sharon Rule-Agger

Susan Spear

Elisbeth Salen

**Marina Advisory Committee (2 year) ~ 2024**

Joseph Aberdale

Walter Baron

**Natural Resources Advisory Board (3 yr) ~ 2025**

Laura Hewitt

Thomas Slack

**Open Space Committee ( 1 year) ~ 2023**

Bruce Hurter

Thomas Slack

Lynn Southey

Fred Streams

Margaret Sagan

John Grieb

**Recreation Committee ( 3 Year) ~ 2025**



Kerry Cox

Rhonda Fowler

**Recycling Committee ( 3 year) ~ 2025**

Jaya Karlson

Jane Sharp

**Board of Registrars ( 3 year) ~ 2025**

- Please announce a vacancy for a republican member

Andrea Pluhar

**Election Officials ( 1 year) ~ 2023**

Peter Cook- Warden

Roberta Ward- Deputy Warden

Martha Dilts-Clerk

**Rights of Public Access ( 2 year) - 2024**

John Riehl

Barbara Carboni

**Shellfish Constables ( 3 year) ~ 2025**

Christopher Manulla

John Mankevetch

**Zoning Board of Appeals ( 3 year) ~ 2025**

Theodore Heyliger

C. Wilson Sullivan



# SELECTBOARD

AGENDA ACTION REQUEST  
Meeting Date: June 28, 2022

III

## ANNUAL BOARD REORGANIZATION

~ A ~

<b>REQUESTED BY:</b>	Selectboard
<b>DESIRED ACTION:</b>	To elect officers of the Selectboard
<b>PROPOSED MOTION:</b>	I move that the Selectboard vote member: _____ as the chair of the Selectboard for a term of one (1) year commencing immediately
<b>SUMMARY:</b>	I move that the Selectboard vote member _____ as the vice chair of Selectboard for a term of one (1) year commencing immediately
	I move that the Selectboard vote member _____ as the clerk for the Selectboard for a term of one (1) year commencing immediately
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____



## SELECTBOARD

AGENDA ACTION REQUEST

Meeting Date: June 28, 2022

III

### SELECTBOARD LIAISON

~ B ~

<b>REQUESTED BY:</b>	Selectboard
<b>DESIRED ACTION:</b>	To appoint a selectboard liaison for the Dredging Task Force, Cape Cod Water Protection Collaborative, & Cape Cod Water Protection Collaborative Tech Advisory Committee
<b>PROPOSED MOTION:</b>	I move that the Selectboard vote member John Wolf as the Selectboard Liaison to the Dredging Task Force commencing immediately
<b>SUMMARY:</b>	<p>I move that the Selectboard vote member ____ as the Selectboard liaison to the Cape Cod Water Protection Collaborative commencing immediately</p> <p>I move that the Selectboard vote member _____ as the Selectboard liaison to the Cape Cod Water Protection Tech Advisory Committee commencing immediately</p>
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____



# SELECTBOARD

AGENDA ACTION REQUEST  
Meeting Date: June 28, 2022

IV

## PUBLIC HEARINGS

~ A ~

<b>REQUESTED BY:</b>	Ryan Curley ~ Chair
<b>DESIRED ACTION:</b>	To review and vote on the amendments made to the shellfishing rules and regulations 7.13.3- notification of failure to meet minimal requirements
<b>PROPOSED MOTION:</b>  <b>SUMMARY:</b>	I move to approve the amendments made to the Wellfleet Shellfishing Rules and Regulations 7.13.3 – notification of failure to meet minimal requirements; to the appeal the Shellfish Constable’s decision within 30 days after notification of failure to meet minimum productivity requirements. The Selectboard will hold a public hearing within 30 days of receipt of said appeal.
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____

# Town of Wellfleet

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## WELLFLEET SELECTBOARD

### PUBLIC HEARING NOTICE

In accordance with MGL Chapter 130 Sections 52, 57, 58, 60, and 68 and all applicable Town Shellfish Regulations, notice is hereby given that the Wellfleet Selectboard will hold a virtual and in-person public hearing on **TUESDAY, JUNE 28, 2022 AT 7:00 P.M.** at the Wellfleet ACC, 716 Old Kings Hwy, Wellfleet, MA 02667 to consider the following:

Amendment to 7.13.3. Notification of Failure to Meet Minimal Requirements

Published: Independent, June 9 and June 16, 2022

### 7.13.3. Notification of Failure to Meet Minimal Requirements

Subsequent to the filing of the annual report, the Constable will notify any license holder who, in the opinion of the Constable, has failed to meet the minimum requirements. The license holder/s may appeal the Shellfish Constable's decision to the Selectboard within 30 days. The Selectboard shall hold a public hearing within 30 days of receipt of said appeal. ~~has the right to appeal to the Selectboard within two weeks after notification.~~ If no appeal is filed on a timely basis, the license will be forfeited.



# Wellfleet Shellfish Department



300 Main Street, Wellfleet, Massachusetts 02667

## MEMORANDUM

DATE: June 23, 2022  
TO: Town of Wellfleet Selectboard  
RE: Selectboard Chair's Request to Change Minimum Productivity Appeal Period from two weeks to 30 days, in Section 7.13.3

---

Dear Selectboard Members:

When I was hired, the shellfishing community and Selectboard were clear in the direction provided to the Shellfish Department to make sure that grants were being used productively and that enforcement of minimum productivity regulations needed to be a priority.

What appears to be a simple change in writing can take on a very different result when applied in the field by the Shellfish Department staff in its efforts to enforce the regulations.

Here is the regulation regarding implementation of these regulations at the end of the lengthy process of enforcing minimum productivity by working with grant holders to try and get them to achieve the minimum goals set forth by the regulations, specifically \$1,000 an acre in sales each year, which equals roughly selling 2,000 oysters or 3,000 quahogs annually – a low **and acceptable** bar in a town that sells a total 10M farmed oysters a year.

### 7.13.3. Notification of Failure to Meet Minimal Requirements

Subsequent to the filing of the annual report, the Constable will notify any license holder who, in the opinion of the Constable, has failed to meet the minimum requirements. **The license holder has the right to appeal to the Selectboard within two weeks after notification.** If no appeal is filed on a timely basis, the license will be forfeited.

The Shellfish Department researched the proposal to change the appeal timeline from two weeks to 30 days and does not feel comfortable adopting it for the following reasons.

1. The license area is visited annually for grant inspections per Section 7.14. Annual Inspection of Each Grant. At a minimum, we are corresponding with grant holders before, during and after that inspection so the implementation of this regulation never comes as a surprise.
2. Per our regulation, 7.12.2. Failure to Meet Production Levels Failure of the licensee/s to meet the specified production level **for any three (3) consecutive years** may result in the forfeit of the aquaculture license and licensed area, as stated in MGL Chapter 130; Section 65, we have to spend three years communicating with grant lease holders, documenting every interaction, correspondence and visit to the license area. If we have gotten to the point of having to implement this regulation, it means that the license holder has not been working with us or isn't able to fulfill the requirements of selling \$1,000 per acre

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

Phone (508) 349-0325



Fax (508) 349-0305

worth of shellfish a year. Two weeks seems like the correct amount of time when you reach these circumstances.

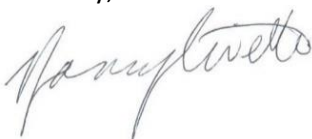
3. In 2022, we issued certified mail letters to 10 individuals enforcing 7.13.3 Notification of Failure to Meet Minimal Requirements for seven farms. Only one farm failed to make the two-week deadline in requesting a public hearing. All the rest did in ample time. The regulation is working correctly as is.
4. We believe that there must have been a reason why Shellfish Advisory and the Selectboard decided that this appeal period should be two weeks back when it was implemented. Unfortunately, there are not good records with our regulations to be able to easily find out when and why it was implemented. *The Shellfish Department has changed the way regulations are tracked so that this will not be a problem in the future.*
5. There are five instances in our regulations where appeal periods are noted. There will not be a consistent set of appeal time periods, even with this proposed change.
  - a. 6.1.2 Domicile Requirement and Exception (just added 6/22/21 that shellfisherman can appeal within 30 days)
  - b. 7.8.2 Domicile Requirement and Exception (just added 6/22/21 that grant lease holder can appeal within 30 days)
  - c. 7.13.3 Notification of Failure to Meet Minimal Requirements (grant lease holder needs to appeal within two weeks)
  - d. 7.22 Hydraulic Harvesting of Shellfish from Grant Areas (if applicant desires, appeal will take place at first scheduled Selectboard meeting after Constable's "cease and desist" order)
  - e. 11.7 Revocation of Shellfishing Permits (public hearing required to take place within 30 days for shellfisherman to appeal the revocation)
6. We looked through other town bylaws and regulations and found that there is no consistency there either. For example, the Zoning Board of Appeals has two different appeal periods, one of 20 days and another of 30 days.

In the past, we have suggested regulation changes due to missing details, lack of clarity, obsolete information or something to accommodate a new initiative. This regulation is fine as is.

Although Shellfish Advisory Board at its meeting on June 22, 2022, voted 4-3 to change the time period from two weeks to 30 days, we don't believe that there is anything wrong with the way regulation Section 7.13.3 is currently written. It is functioning as it should. We believe if it isn't broken, don't fix it. We also think that the timeline respects the intense work required of the Shellfish Department to get to this point, and after three years of efforts, two weeks is more than enough for a grant holder to make a phone call or drop off a form to request a hearing. And, all but one of the grant holders recently going through enforcement of this regulation did.

We ask you to consider the Shellfish Department staff's input regarding how we are best able to perform our duties to make sure the Town's shellfishing regulations are respected.

Sincerely,



Nancy Civetta, Shellfish Constable



## Richard Waldo

---

**From:** Thomas Siggia <tjsiggia@gmail.com>  
**Sent:** Wednesday, June 22, 2022 9:42 PM  
**To:** Board of Selectmen  
**Cc:** Nancy Civetta; Rebecca Taylor; Rebekah Eldridge  
**Subject:** SAB -change in regulation 7.13.3

Ryan and board,

At tonight's SAB meeting, the shellfish department reviewed a potential change from 14 days to 30 days for requesting a public hearing in Section 7.13.3 when a grant holder is informed of failure to make minimum productivity. The SAB board voted to change regulation from 14 days to 30 days. It was a 4-3 vote in favor .

Sent from my iPad



## SELECTBOARD

AGENDA ACTION REQUEST  
Meeting Date: June 28, 2022



### USE OF TOWN PROPERTY

~ A ~

<b>REQUESTED BY:</b>	<b>Harbor to the Bay ~ David Whitman</b>
<b>DESIRED ACTION:</b>	<b>To approve the use of some Wellfleet Roadways for a road race</b>
<b>PROPOSED MOTION:</b>  <b>SUMMARY:</b>	<b>I move to approve the use of the new trail head into Wellfleet off of Route 6 and the parking lot for a stop at Lecount Hollow Rd for the "Harbor to the Bay Road Race" put together by David Whitman on September 17, 2022, from 12:00pm to 5:00pm for a fee of \$500</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 David Whitman Affiliation or Group Harbor to the Bay

Telephone Number 617-901-6818 Mailing Address BOX 990243 Boston, MA 02199

Email address dwhitman@harbortothebay.org

Town Property to be used (include specific area) 200 - 250 cyclists will be using the Cape Cod Rail Trail from Eastham to the new trail head in Wellfleet onto Route 6 to Truro with a small pitstop in the parking lot at Lecount Hollow Rd.

Date(s) and hours of use: September 17, 2022 from 12:00PM - 5:00PM

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.

Harbor to the Bay INC., is a 501(C)3 non-profit organization, incorporated in the Commonwealth of Massachusetts. Its members are local men and women, committed to deliver 100% of rider received pledges to our four designated beneficiaries: The AIDS Support Group of Cape Cod, AIDS Action Committee, Community Research Initiative and Fenway Health. Since its beginning, Harbor to the Bay has raised over \$6,200,000 for these four exceptional organizations. The ride, which begins in Boston at 6:00AM and ends in Provincetown by 7:00PM, involves a total of approximately 200-250 cyclists on the Cape Cod Rail Trail from Eastham to the new trail head in Wellfleet onto Route 6 to Truro with a small pitstop in the parking lot at Lecount Hollow Rd. with water and wrapped snacks for our riders.

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

NONE

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

Action by the Board of Selectmen:

Approved as submitted

Approved with the following condition(s):

Disapproved for following reason(s):

Date: 4/27/22

Processing Fee: \$50.00

Fee:

(over)

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

<b>Health/Conservation Agent:</b>  Comments/Conditions: <i>ok</i>  Permits/Inspections needed: <i>delay</i>	<b>Inspector of Buildings:</b> <i>N/A</i> Comments/Conditions:  Permits/Inspections needed:
---	---

<b>Police Department:</b> <i>ok - chief Herley</i> Comments/Conditions:	<b>Fire Department:</b>  Comments/Conditions: <i>ok - chief Pawley</i>
---	---

<b>DPW:</b> <i>ok - Gary Norton</i> Comments/Conditions	<b>Community Services Director:</b> <i>ok - Suzanne Thomas</i> Comments/Conditions: <i>which post office for pit stop?</i> <i>where do they plan as Saturdays are busy</i>
---	--

<b>Harbormaster:</b>  Comments/Conditions <i>N/A</i>	<b>Shellfish:</b> <i>N/A</i> Comments/Conditions
--	--

<b>Recreation:</b>  Comments/Conditions  <i>N/A</i>	<b>Town Administrator:</b>  Comments/Conditions
---	---

# EVENT NOTIFICATION FORM

Date: April 27, 2022

Mary-Joe Perry, District Five Highway Director      
MassDOT, Highway Division  
1000 County Street, Taunton, MA 02780           

Dear Sir/Madame:

Please be advised that the Grantee(s) of this Event Harbor to the Bay has notified the Board of Selectmen/City Council, Local Police Department, Local Fire Department and if applicable the State Police of its intention to conduct **road work/parade/race/ride** or other events impacting State Highways on Route(s) CC Rail Trail from Eastham to Trailhead in Wellfleet onto Rt. 6 to Truro. in or through the City/Town(s) of Wellfleet, MA benefiting 20th Annual Harbor to the Bay Ride, Sept. 17, 2022

The Grantee(s) of this Event understands that it must give the Police and Fire Departments at least 48 hours notice before the commencement of the proposed event.

The Grantee(s) must supply a Traffic Management Plan when the roadway is occupied and for all detours associated with said events to this Department and to all officials listed below. The Grantee(s) must notify the local and/or state police to set up a detour of this area with appropriate signs and barricades. The local Fire Department must be notified of the detour to ensure that measures will be taken to minimize disruption to the Fire Department's emergency service during the event. The Grantee(s) must also notify local media (newspapers, radio) of this proposed event.

The following signatures are required prior to the issuance of the Permit.

Please email this form back to David at Harbor to the bay at: [dwhitman@harbortothebay.org](mailto:dwhitman@harbortothebay.org). Thank you!

**LOCAL POLICE DEPARTMENT**

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

City/Town: \_\_\_\_\_

**FIRE DEPARTMENT**

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

City/Town: \_\_\_\_\_

**BOARD OF SELECTMEN/CITY COUNCIL**

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

City/Town: \_\_\_\_\_

**STATE POLICE DEPARTMENT**

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

City/Town: \_\_\_\_\_



*Dedicated to the memory of community leader & philanthropist  
Michael A. Tye, United Liquors Corp.*

---

## Fact Sheet

- What:** Harbor to the Bay is a one-day bike ride from Boston (or the Sagamore bridge) to Provincetown to raise vital funds for 4 AIDS/HIV agencies in the Boston area and Cape Cod.
- When:** Saturday, September 17, 2022
- Where:** 125 miles from Boston to Provincetown, or 68 miles from the Sagamore Bridge to Provincetown.
- Who:** Harbor to the Bay, Inc. is a 501(C) 3 not-for-profit organization incorporated in the Commonwealth of Massachusetts. Its members are local individuals, participants in past AIDS bicycle fundraising, and friends, committed to deliver 100% of rider pledges to our four beneficiaries.
- Why:** H2B founders experienced participating in lavishly produced AIDS charity cycling events where production costs outweighed funds going to beneficiaries. They determined that committed volunteers could produce an event with limited production costs that results in 100% of participant-raised funds going to the four beneficiaries (See pages 2 and 3.) Harbor to the Bay has no paid staff.
- Costs:** Operating expenses of the ride will be met by rider and crew registration fees, and by corporate and individual sponsorships, both in-kind and monetary.
- Our Mission:** To organize a grass-roots event, supported by a dedicated group of individuals who want to ride or crew and make a difference in our community.
- Sponsors:** Club Café Boston, The Ray Tye Medical Aid Foundation, Webster Bank, Bay Windows, The Boatslip Resort, The Harbor Hotel, Tin Pan Alley, Bread and Roses Bakery and many more.
- Information:** For further information, please visit [www.harbortothebay.org](http://www.harbortothebay.org); or contact Jim Morgrage at 617-320-7202 or David Whitman at 617-901-6818

Harbor to the Bay, Inc., P. O. Box 990243, Boston, MA 02199  
Telephone: 617-320-7202 or [www.harbortothebay.org](http://www.harbortothebay.org)



Harbor to the Bay, INC.  
BOX 990243 Boston, MA 02199  
[www.harbortothebay.org](http://www.harbortothebay.org)

April 27, 2022

Chief Michael Hurley  
Wellfleet Police Department  
Wellfleet Town Hall  
[michael.hurley@wellfleet-ma.gov](mailto:michael.hurley@wellfleet-ma.gov)

Sent via email

I am pleased to let you know that on Saturday, September 17, 2022, we are planning the 20<sup>th</sup> Harbor to the Bay Ride as a full ride after 2 years of virtual events. We request permission to ride through **Wellfleet** as part of our annual charity bike ride. This will be our 20<sup>th</sup> year coming through **Wellfleet** and we graciously thank you for your cooperation in previous years.

Harbor to the Bay INC., is a 501(C)3 non-profit organization, incorporated in the Commonwealth of Massachusetts. Its members are local men and women, committed to deliver 100% of rider received pledges to our four designated beneficiaries: The AIDS Support Group of Cape Cod, AIDS Action Committee, Community Research Initiative and Fenway Health. Since its beginning, Harbor to the Bay has raised over \$6,200,000 for these four exceptional organizations.

The ride, which begins in Boston at 6:00AM and ends in Provincetown by 7:00PM, involves a total of approximately 200-250 cyclists riding through **Wellfleet in between 1:30PM and 5:00PM**. The route through **Wellfleet** will be as follows: **The Cape Cod Rail Trail from Eastham to the new trail head in Wellfleet onto Route 6 to Truro with a small pitstop in the parking lot at Lecount Hollow Rd. with water and wrapped snacks for our riders.**

Please feel free to contact one of us at the numbers below with any questions.

Thank you again for your support!

Sincerely,

*James Morgrage*

*David Whitman*

Jim Morgrage  
Director  
617-320-7202  
[Jim@clubcafe.com](mailto:Jim@clubcafe.com)

David Whitman  
Committee Member  
617-901-6818  
[dwhitman@harbortothebay.org](mailto:dwhitman@harbortothebay.org)

Included: Use of Town Property form, Event Notification Form, Fact Sheet, 501(C)3 form, Route Map



Harbor to the Bay, INC.  
BOX 990243 Boston, MA 02199  
[www.harbortothebay.org](http://www.harbortothebay.org)

May 9, 2022

Rebekah Eldridge  
Wellfleet Town Hall  
[Rebekah.Eldridge@wellfleet-ma.gov](mailto:Rebekah.Eldridge@wellfleet-ma.gov)

Sent via email

I am pleased to let you know that on Saturday, September 17, 2022, we are planning the 20<sup>th</sup> Harbor to the Bay Ride as a full ride after 2 years of virtual events. We request permission to ride through **Wellfleet** as part of our annual charity bike ride. This will be our 20<sup>th</sup> year coming through **Wellfleet** and we graciously thank you for your cooperation in previous years.

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Thank you again for your support!

Sincerely,

*James Morgrage*

*David Whitman*

Jim Morgrage  
Director  
617-320-7202  
[Jim@clubcafe.com](mailto:Jim@clubcafe.com)

David Whitman  
Committee Member  
617-901-6818  
[dwhitman@harbortothebay.org](mailto:dwhitman@harbortothebay.org)

Included: Use of Town Property form, Event Notification Form, Fact Sheet, 501(C)3 form, Route Map





## **Our Beneficiaries:**

**Fenway Health, (FH)** has been serving the diverse neighborhood of Fenway and Greater Boston since 1971 with the mission of enhancing the well-being of the LGBTQIA+ community and all people through access to the highest quality health care, education, research and advocacy. Since their diagnosis of the first case of AIDS in New England in 1981, Fenway Health has become an international leader in the fight against HIV and AIDS. Fenway offers a variety of programs and services, including prevention, education, testing and screening, primary care and counseling, and management, for both HIV-negative and HIV-positive individuals and their loved ones. Additional programs assist with the medical, social, financial, and legal aspects of a diagnosis. Fenway is the largest provider of free anonymous HIV testing in New England, administering over 12,000 antigen/antibody tests per year and triaging 100% of individuals who test positive into care. Fenway Health is the largest provider of outpatient services in New England, caring for more than 2000 individuals living with HIV each year. Learn more at: <https://fenwayhealth.org/>

**The AIDS Support Group of Cape Cod (ASGCC)**, founded in 1983, was one of the first AIDS service organizations in the United States. ASGCC saves lives through prevention, education, and life-sustaining services that address public health crises to build healthy communities across Cape Cod and the Islands. ASGCC's medical case management services, transportation, housing assistance, and access to food and nutrition helps over 350 people living with HIV/AIDS. Its prevention and screening programs reach nearly 100,000 people annually. ASGCC's overdose prevention education and Narcan training has prepared over 2700 citizen responders, including health service providers, first responders and law enforcement officers. Learn more at: [www.asgcc.org](http://www.asgcc.org)

Harbor to the Bay, Inc., P. O. Box 990243, Boston, MA 02199  
Telephone: 617-320-7202 or [www.harbortothebay.org](http://www.harbortothebay.org)



**Community Research Initiative (CRI)** is an independent, nonprofit, community-based organization dedicated to leading the way in HIV/AIDS and hepatitis C (HCV) clinical research and ensuring access to lifesaving HIV medications and health insurance coverage for those in need.

Since 1989, CRI has conducted life-changing clinical research and contributed critical building blocks of research data that resulted in the FDA approval of nearly all currently available HIV medications. CRI's researchers have presented key, groundbreaking data at national and international conferences, disseminating study results for these HIV drugs to researchers, advocates, medical providers, and people living with HIV across the world. As a result, nearly all people with HIV who have access to these drugs can live a normal life span.

As the administrator of the Massachusetts Infectious Disease Drug Assistance Program (IDDAP), CRI plays a vital role in helping people in Massachusetts access critical, lifesaving medications and health insurance coverage in an affordable manner.

CRI has taken this finely tuned expertise and began investigating other infectious diseases including hepatitis C. CRI has also explored other novel research endeavors, including conducting survey research and bringing HIV and HCV clinical expertise into new settings, such as a substance abuse disorder clinic. Learn more at: <https://crine.org>

**AIDS Action Committee, (AAC)** of Massachusetts is the state's leading provider of prevention and wellness services for people vulnerable to HIV infection. It provides services to one in six people in Massachusetts living with an HIV diagnosis. These services include HIV counseling and testing; needle exchange; mental health counseling; housing assistance; and legal services. AIDS Action works to prevent new HIV infections, support those affected by HIV, and tackle the root causes of HIV/AIDS by educating the public and health professionals about HIV prevention and care; and advocating for fair and effective HIV/AIDS policy at the city, state, and federal levels. Founded in 1983, AIDS Action Committee of Massachusetts is New England's first and largest AIDS service organization. Learn more at: [www.aac.org](http://www.aac.org)

Harbor to the Bay, Inc., P. O. Box 990243, Boston, MA 02199  
Telephone: 617-320-7202 or [www.harbortothebay.org](http://www.harbortothebay.org)

Internal Revenue Service

Date: August 24, 2004

Harbor To The Bay, Inc.  
% James M. Mortgage Club Cafe  
209 Columbus Avenue  
Boston, MA 02116-5109

Dear Sir or Madam:

This is in response to your request of August 24, 2004, regarding your organization's tax-exempt status.

In November 2003 we issued a determination letter that recognized your organization as exempt from federal income tax. Our records indicate that your organization is currently exempt under section 501(c)(3) of the Internal Revenue Code.

Our records indicate that your organization is also classified as a public charity under sections 509(a)(1) and 170(b)(1)(A)(vi) of the Internal Revenue Code until the Advance Ruling Period Ending date indicated in the header above.

Within 90 days from the end of the advance ruling period, your organization must submit to us information needed to determine whether it has met the requirements of the applicable support test during the advance ruling period. This information is currently supplied on the Form 8734, *Support Schedule for Advance Ruling Period*.

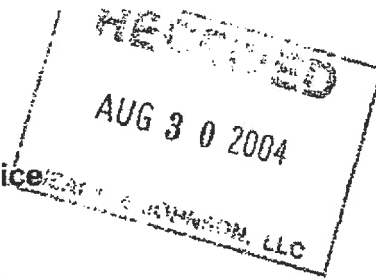
Contributions to your organization are deductible under section 170 of the Code. Grantors and contributors may rely on the determination that your organization is not a private foundation until 90 days after the end of its advance ruling period. If the organization submits the required information within 90 days, grantors and contributors may continue to rely on the advance determination until the Service makes a final determination of your organization's foundation status.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely,



Janna K. Skufca, Director, TE/GE  
Customer Account Services



Department of the Treasury

P. O. Box 2508

Cincinnati, OH 45201

Person to Contact:

Mrs. Jones 31-03886

Customer Service Specialist

Toll Free Telephone Number:

8:00 a.m. to 6:30 p.m. EST

877-829-5500

Fax Number:

513-263-3756

Federal Identification Number:

05-0568910

Advance Ruling Period Ends:

December 31, 2007



All Riders must check in at each Check Point.

**Pit 1 Weymouth Nash School**  
14.6 Miles from the Start of the Ride  
Opens: 6:30 a.m. | Closes: 8:30 a.m.

**Pit 2 Halifax (Check Point) Halifax Boar Ramp**  
15.2 Miles from Pit 1  
Opens: 7:15 a.m. | Closes: 9:45 a.m.

**Pit 3 Plymouth Town Green**  
14.4 Miles from Pit 2  
Opens: 8:00 a.m. | Closes: 11:00 a.m.

**Pit 4 Bourne (Check Point) Friendly's**  
16.6 Miles from Pit 3  
Opens: 8:45 a.m. | Closes: 12:45 p.m.

**10:30 a.m. Second Half of the Route Opens**

**Pit 5 Barnstable Town Building**  
16.5 Miles from Pit 4  
Opens: 10:45 a.m. | Closes: 2:15 p.m.

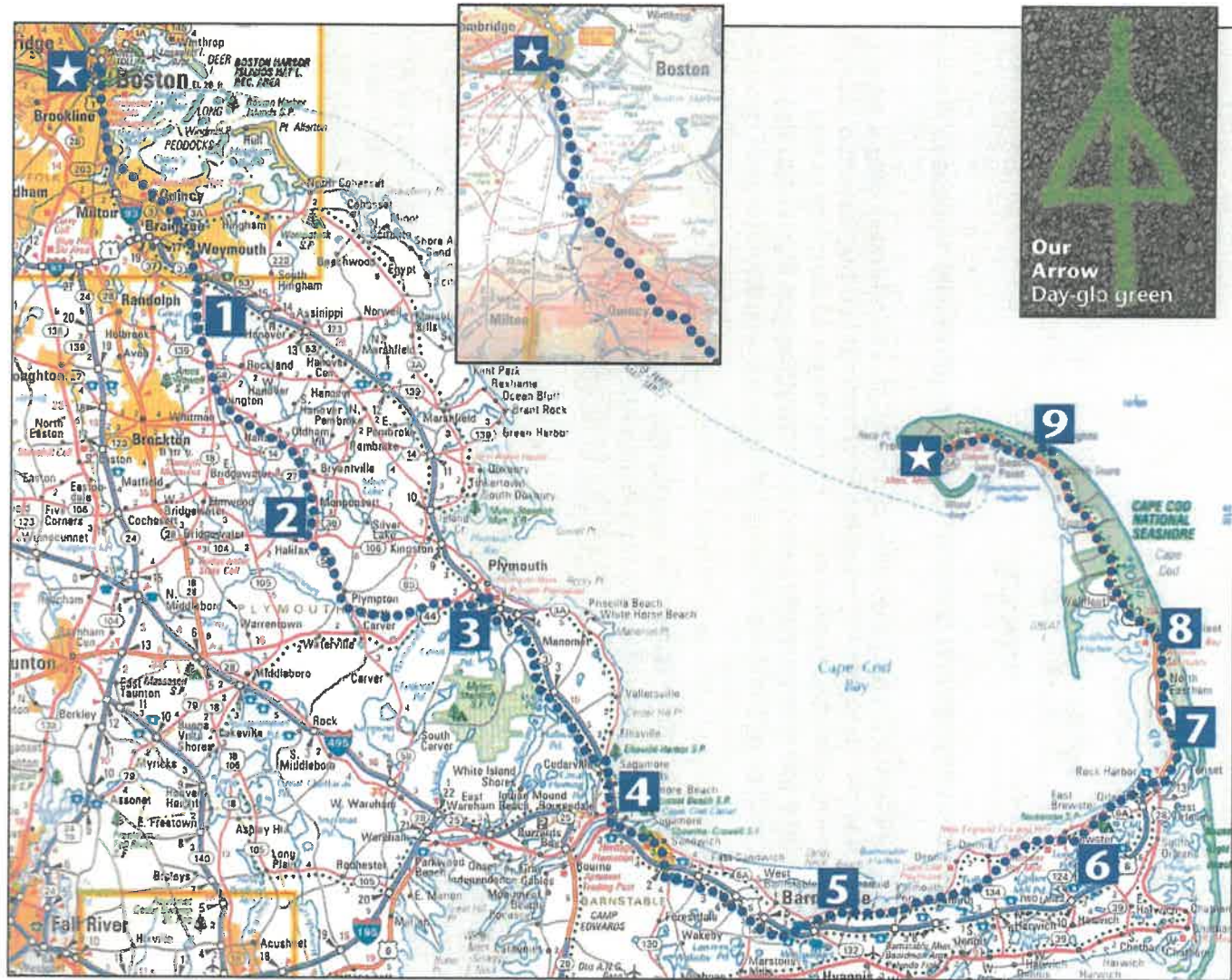
**Pit 6 Brewster (Check Point) Cape Cod Rail Trail**  
13.6 Miles from Pit 5  
Opens: 11:30 a.m. | Closes: 3:45 p.m.

**Pit 7 Eastham**  
10 Miles from Pit 6  
Opens: 11:45 a.m. | Closes: 4:15 p.m.

**Pit 8 Wellfleet (Check Point) End of Rail Trail**  
4.5 Miles from Pit 7  
Opens: 12:00 p.m. | Closes: 5:00 p.m.

**Pit 9 North Truro**  
11.7 Miles from Pit 8  
Opens: 12:45 p.m. | Closes: 6:00 p.m.

**Pit 10 Provincetown (Check Point)**  
5 Miles from Pit 9  
Opens: 1:00 p.m. | **ROUTE Closes: 6:30 p.m.**



# Harbor to the Bay Ride

MI	Turn	Onto - Comments
0.0	F	Clarendon St.
0.5	L	Tremont St. @TL
0.5	R	Walkham St.
0.7	X	Washington St. @SS
0.8	L	Harrison Ave. @TL
1.1	R	Traveler St. @TL
1.3	F	West Broadway St
1.5	R	Dorchester Ave. @TL
1.9	BL	Old Colony Ave. @TL [P stop at Dunkin' Donuts]
2.6	F	Continue past rotary @SS
2.9	BR	Onto Off ramp @TL
3.1	BR	Morrissey Blvd. (pass WLVI-TV & Boston Globe)
5.8	L	Neponset Ave. Follow under highway.
5.8	F	Neponset River Bridge
6.2	BR	Exit ramp to Hancock St. (Rt. 3A)

MI	Turn	Onto - Comments
7.8	F	Hancock St. (Not 3A)
8.9	R	Temple St. @TL
9.0	F	Hancock St. @TL. b/c Quincy Ave. [P stop at Burger King]
11.6	BL	Commercial St. (Rt. 53) @TL
11.7	R	Front St. @TL (If you miss turn, follow Rt. 53 & BR at Rt. 18 to pick up route.)
12.1	BL	Front St. (Follow arrows)
14.5	F	Front St. @SS
14.6	R	Pit Stop #1 Nash School
14.9	BR	Rt. 18 @SS
15.8	R	Pond St. @TL (If you miss this, make left at Rt. 58)
17.2	X	Rt. 18 @TL
	F	Rt. 58. Follow to Plympton.
19.1	BL	Rt. 58 @V

MI	Turn	Onto - Comments
21.7	BR	Follow rotary counter-clockwise to 3rd Right
24.1	BR	Rt. 58 [P stop at McDonald's]
29.6		Pit Stop #2 Halifax Boat Ramp (Palmer Mill Rd., 2nd int.)
34.9	L	Mayflower Rd. @TL (sign for Parsonage Rd. at right)
35.6	BL	Colchester St. (Follow Bike Route 1)
38.1	R	Route 80 West
40.6	L	Rt. 80 West @T (blinking TL)
43.3	L	Rt. 44 @T
43.5	BR	Carver Rd. @TL. Do not make hard R onto Seven Hills.
44.0	L	Summer St. @SS Follow into Plymouth Center.
45.7	R	Pleasant St. @T, then
45.8	L	Pit Stop #3 Town Green
45.8	F	Pleasant St. (not Bike Rt. 1)

MI	Turn	Onto - Comments
46.0	R	South St. @T (Follow under Rt. 3) b/c Long Pond Rd.
<b>52 CONSTRUCTION ROAD MAY BE DIRT</b>		
56.1	BL	Hedges Pond Rd.
57.9	R	Rt. 3A (S2rate Rd.) @T
	F	State Rd. (Do not go on Rt. 3A) [P stop McDonald's at end]
60.5	X	Scenic Highway @TL onto Canal St.
60.7	R	Take sidewalk in front of Friendly's to the bridge. Pit Stop #4
60.7	F	Walk bike over bridge. [Illegal and dangerous to ride over the bridge.]
61.2	BL	After Sagamore Bridge, remount and ride downhill through parking lot.
61.4	L	Cranberry Highway

L=Left R=Right X=Cross F=Forward B=Bear Q=Quick SS=Stop Sign T=T-Stop TL=Traffic light V=Fork

MI	Turn	Onto - Comments
62.0	R	Rt. 6A East (Yield sign)
62.4	BR	Rt. 130
63.6	BR	Rt. 130 through Sandwich
65.4	X	under Rt. 6
65.6	L	Service/Access Rd.
67.6	X	Quaker Meeting House Rd. @SS
69.8	X	Chase Rd. @SS
72.2	L	Rt. 149 @T
	QR	Service/Access Rd.
73.0	L	Oak St. @SS
74.1	BL	Rt. 132 @T
	R	Rt. 6A East
76.9		Pit Stop #5 Barnstable Town Building
82.9	R	Setucket
83.7	F	Continue on Setucket Road at North Dennis Road. [Dangerous Intersection.]

*This section is still under review  
for 2022 due to the rail trail  
extensions at both ends, but we  
will be staying on the rail trail  
from Yarmouth trail head to  
Wellfleet.*

MI	Turn	Onto - Comments
89.5	R	Rt. 6A East @T, then
89.6	R	Tubman Rd.
91.0	F	Long Pond Rd. @V (Rt. 137)
91.3	L	Pit Stop #6 at start of the Cape Cod Rail Trail [Caution: pedestrians, children, unskilled riders]
92.3	X	Under Rt. 6A [Caution: tunnel, slow bike traffic]
94.0	X	Under Rt. 6A [Caution: tunnel, slow bike traffic]
95.6	L	Salty Ridge Rd. at end of trail
95.7	R	West Rd. @T
95.9	L	Cape Cod Rail Trail [Caution: pedestrians, children, unskilled riders]

MI	Turn	Onto - Comments
97.1	X	Rt. 6 on trail bridge
99.00	X	Under Rt. 6 [Caution: tunnel, slow bike traffic]
100		Pit Stop #7 Breckett Rd., Eastham
104.2		Pit Stop #8 in parking lot at end of trail
104.3	L	LeCount Hollow Rd. @T after parking lot
104.4	R	Route 6 @SS
113.9	R	South Highland Rd.
115.3	L	Highland Rd. [P stop after overpass]
116.2		Pit Stop #9 North Truro
116.4	R	Shore Rd. @SS (Rt. 6A)
120.9	F	Provincetown Town Line
121.9	L	Harbor Hotel Final Rider Check In





## SELECTBOARD

AGENDA ACTION REQUEST  
Meeting Date: June 28, 2022

VI

### BUSINESS I

~ A ~

<b>REQUESTED BY:</b>	<b>Richard Waldo ~ Town Administrator</b>
<b>DESIRED ACTION:</b>	<b>To discuss renegotiating the Host agreement with The Grateful Mind Jason Robicheau</b>
<b>PROPOSED MOTION:</b>  <b>SUMMARY:</b>	<b>I move to authorize the Town Administrator, renegotiate the contract with The Grateful Mind Cannabis HCA to mirror the agreement made with Terps Cannabis</b>
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____

## Rebekah Eldridge

---

**From:** Jason Robicheau <jasonrobicheau@netscape.net>  
**Sent:** Tuesday, June 21, 2022 8:27 AM  
**To:** Richard Waldo; Rebekah Eldridge  
**Cc:** Board of Selectmen  
**Subject:** Host Community Agreement

To: Selectboard and Administrator, Town of Wellfleet  
From: Jason Robicheau, The Grateful Mind  
Re: Extension or revision of HCA  
Date: June 21, 2022

I'm writing to request an extension or revision to my HCA. It was just brought to my attention by Mr Waldo that I was outside of the time allotted in my HCA to open (2yrs to be operational). I would like to meet with the Selectboard at their earliest convenience to discuss how to move forward. I apologize for this oversight. I did receive my provisional license from the CCC in February 2022. The store buildout is complete, and I'm in the process of submitting to the state for my final inspection and approval of my full license. I would be happy to explain to the Selectboard the reasons for this oversight and the delays resulting from the application process. I would also like to invite everyone to tour my shop and see that I'm almost ready to open.

Thank you for your time,

Jason Robicheau  
The Grateful Mind  
15 Bank St  
Wellfleet, MA 02667  
(508)579-4461  
jasonrobicheau@gratefulmind.com  
jasonrobicheau@netscape.net

**TOWN OF WELLFLEET AND  
The Grateful Mind, LLC  
HOST COMMUNITY AGREEMENT**

This Host Community Agreement (“Agreement”) is entered into this 9<sup>th</sup> day of April 2019 by and between The Grateful Mind, LLC, a Massachusetts corporation, and any successor in interest, with a principal office address of 15 Bank Street, Wellfleet (the “Company”), and the TOWN OF WELLFLEET, 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 \_\_\_\_\_ square foot Adult Use Retail Marijuana Establishment (“RME”) for the retail sales of adult use marijuana and marijuana products at a parcel of land located at 15 Bank Street, Wellfleet, Barnstable County, Massachusetts, more accurately described by the deed recorded with the Barnstable County Registry of Deeds Book \_\_\_\_\_, page \_\_\_\_\_ (the “Property”), in accordance with and pursuant to applicable state laws and regulations issued by the Cannabis Control Commission (“CCC”), or such other state licensing or monitoring authority, as the case may be (each a “Licensing Authority,” and collectively “Licensing Authorities”), including, but not limited to 935 CMR 500.000, and such approvals as may be issued by the Town in accordance with its Zoning Bylaws and other applicable local regulations; and

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

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

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

**1. Recitals**

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

**2. Annual Payments**

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



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

**A. Community Impact Fee**

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

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

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

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

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

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

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

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

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

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

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

### **4. Local Taxes**

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

Notwithstanding the foregoing, (i) if real or personal property owned, leased or operated by the Company is determined to be non-taxable or partially non-taxable, or (ii) if the value of such property is abated with the effect of reducing or eliminating the tax which would otherwise be paid

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

#### **5. Security**

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

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

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

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

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

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

## **7. Additional Obligations**

### **A. Permitting**

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

### **B. Retained Authority of the Municipality**

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

### **C. Annual Reporting**

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

### **D. Annual Inspections**

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

### **E. Limitations on Other Uses**

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

**F. Improvements to the Property**

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

**8. Re-Opener/Review**

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

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

**9. Municipal Support**

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

**10. Term**

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



**13. Severability**

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

**14. Governing Law**

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

**15. Entire Agreement**

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

**16. Amendments/Waiver**

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

**17. Headings**

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

**18. Counterparts**

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



## **19. Signatures**

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

## **20. No Joint Venture**

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

## **21. Nullity**

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

## **22. Indemnification**

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

## **23. Third-Parties**

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

**24. Termination**

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

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

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

**TOWN OF WELLFLEET**

**The Grateful Mind**



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

653475/WELL/0001

4818-7793-6000.3



# SELECTBOARD

AGENDA ACTION REQUEST  
Meeting Date: June 28, 2022

VI

## BUSINESS I

~ B ~

<b>REQUESTED BY:</b>	<b>Ryan Curley ~ Chair</b>
<b>DESIRED ACTION:</b>	<b>To discuss an intermunicipal agreement</b>
<b>PROPOSED MOTION:</b>  <b>SUMMARY:</b>	<b>If a motion is needed one will be made a the time of the meeting.</b>
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____

June 23, 2022

**Carolyn M. Murray**  
cmurray@k-plaw.com

BY ELECTRONIC MAIL (ryan.d.curley@gmail.com)

Hon. Ryan Derek Curley and  
Members of the Selectboard  
Wellfleet Town Hall  
300 Main Street  
Wellfleet, MA 02667

Re: Determination and Consent Pursuant to Massachusetts Rules of Professional Conduct,  
Rule 1.7 - Representation of the Towns of Wellfleet, Eastham, and Truro  
Drafting of Intermunicipal Agreement for Wellfleet Harbor Nitrogen Management

Dear Members of the Selectboard:

You have requested that our office provide advice and assistance regarding the drafting of a new Intermunicipal Agreement between the Towns of Wellfleet, Eastham, and Truro to address nitrogen management to restore water quality to shared watersheds (the “Agreement”). As you know, KP Law, P.C. serves as Town Counsel to the Towns of Eastham and Truro.

Our relationship with the Towns of Wellfleet, Eastham and Truro creates interests that require disclosure pursuant to the Rules of Professional Conduct of the Massachusetts Bar, which mandate that we obtain the express permission of the Appointing Authority of each client before we can represent the other. The purpose of this letter is to make such disclosure and to request that you determine whether you will permit such representation. In addition, while the State Ethics Commission has determined that KP Law, P.C. and its individual attorneys are not “municipal employees” pursuant to the Conflict of Interest Law, we provide this letter to dispel any appearance of a conflict on the firm’s behalf in this matter.

#### MULTIPLE REPRESENTATION DISCLOSURE

The representation of multiple clients is regulated under the Massachusetts Rules of Professional Conduct. The relevant provision, Rule 1.7, states that an attorney may not represent multiple clients if the interests of one client are directly adverse to those of another client, or if his representation of one client may be materially limited by his responsibilities to another client or his own interests. If, however, the attorney reasonably believes that the representation of either client will not be adversely affected and each of the clients consents after consultation, the attorney may represent the client in such a situation.

Hon. Ryan Derek Curley and  
Members of the Select Board  
June 23, 2022  
Page 2

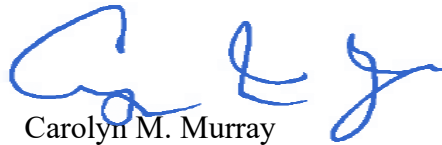
DETERMINATION

It is our belief that our position as Town Counsel to the Towns of Eastham and Truro and our work on the Agreement for all Towns, for the purposes and under the conditions described in this letter, does not create a concurrent conflict of interest and will not affect the exercise of our independent professional judgment on behalf of Wellfleet with regard to the drafting of the Agreement or otherwise. Where the parties are seemingly in agreement as to the nitrogen load responsibility for the Towns to be allocated in the Agreement, the only risk I would note would be in the event that negotiations over the Agreement or any matter related to the Agreement breaks down between the parties, to the point where one party seeks legal redress from the other(s). Under these circumstances, KP Law would cease representing all parties with respect to the Agreement. It is, however, for you to determine whether the representation described herein will not impair the integrity of this firm's services to Wellfleet.

Accordingly, I request that you consent to our representation of the Towns of Wellfleet, Eastham, and Truro with respect to the drafting of the Agreement. Should you so consent, I ask that you sign the enclosed determination as required by the Rules of Professional Conduct. Please sign the two originals provided, return one copy to this office, and retain one copy for your records.

Thank you for your consideration. Please do not hesitate to contact me if you have any questions.

Very truly yours,



Carolyn M. Murray

CMM/dmm  
Enc.

cc: Town Administrator (by electronic mail to [Richard.Waldo@wellfleet-ma.gov](mailto:Richard.Waldo@wellfleet-ma.gov))

DETERMINATION

It is determined, pursuant to Rule 1.7 of the Massachusetts Rules of Professional Conduct, that the Selectboard of the Town of Wellfleet consents to KP Law, P.C. representing the Towns of Wellfleet, Eastham, and Truro with regard to the drafting of a new Intermunicipal Agreement to address nitrogen management to restore water quality to shared watersheds, as disclosed in a letter to the Town dated June 23, 2022, notwithstanding that KP Law, P.C. also serves as Town Counsel for the Towns of Eastham and Truro.

TOWN OF WELLFLEET  
By its SelectBoard

Dated: \_\_\_\_\_

\_\_\_\_\_  
Ryan Derek Curley, Chair

\_\_\_\_\_  
Michael DeVasto, Vice-Chair

\_\_\_\_\_  
Barbara Carboni

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

\_\_\_\_\_  
John A. Wolf

## Rebekah Eldridge

---

**From:** Ryan Curley <[ryan.d.curley@gmail.com](mailto:ryan.d.curley@gmail.com)>  
**Sent:** Wednesday, June 22, 2022 4:33 PM  
**To:** Rebekah Eldridge  
**Cc:** Richard Waldo; Hillary Lemos; John Giorgio; Carolyn M. Murray  
**Subject:** Re: Watershed IMA

Rebekah, Can you add this to the June 28th Selectboard Agenda? Put it as the first item under bussiness. Thank you

On Wed, Jun 22, 2022 at 4:29 PM Carolyn M. Murray <[CMurray@k-plaw.com](mailto:CMurray@k-plaw.com)> wrote:

Yes, the letter should be ready so the Selectboard can discuss on June 28.

Carolyn M. Murray, Esq.  
KP | LAW  
101 Arch Street, 12th Floor  
Boston, MA 02110  
O: [\(617\) 654 1726](tel:(617)6541726)  
F: [\(617\) 654 1735](tel:(617)6541735)  
C: [\(617\) 257 9581](tel:(617)2579581)  
[cmurray@k-plaw.com](mailto:cmurray@k-plaw.com)  
[www.k-plaw.com](http://www.k-plaw.com)

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On Jun 22, 2022, at 4:27 PM, Ryan Curley <[ryan.d.curley@gmail.com](mailto:ryan.d.curley@gmail.com)> wrote:

Can it be ready by June 28th?

On Wed, Jun 22, 2022 at 4:10 PM Carolyn M. Murray <[CMurray@k-plaw.com](mailto:CMurray@k-plaw.com)> wrote:

Rich,

Sine our firm represents all three towns, we are required to disclose a potential conflict of interest, in writing, to all 3 town and obtain their consent to draft the agreement. Typically with an IMA such as this, the interests of all towns are aligned, but sometimes an issue arises which brings two towns into conflict, and if that occurs, we would be prohibited from representing either town. I'll get started on the disclosure forms to all three towns, and if all three agree that we can represent them in this IMA, we'll begin drafting.

Thank you,

Carolyn M. Murray, Esq.

KP | LAW

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

This message and the documents attached to it, if any, are intended only for the use of the addressee and may contain information that is PRIVILEGED and CONFIDENTIAL and/or may contain ATTORNEY WORK PRODUCT. If you are not the intended recipient, you are hereby notified that any dissemination of this communication is strictly prohibited. If you have received this communication in error, please delete all electronic copies of this message and attachments thereto, if any, and destroy any hard copies you may have created and notify me immediately.

---

**From:** Richard Waldo <[Richard.Waldo@wellfleet-ma.gov](mailto:Richard.Waldo@wellfleet-ma.gov)>  
**Sent:** Wednesday, June 22, 2022 2:38 PM  
**To:** Carolyn M. Murray <[CMurray@k-plaw.com](mailto:CMurray@k-plaw.com)>  
**Cc:** Ryan Curley <[ryan.d.curley@gmail.com](mailto:ryan.d.curley@gmail.com)>; Hillary Lemos <[Hillary.Lemos@wellfleet-ma.gov](mailto:Hillary.Lemos@wellfleet-ma.gov)>; John Giorgio <[JGiorgio@k-plaw.com](mailto:JGiorgio@k-plaw.com)>  
**Subject:** Watershed IMA



Hi Carolyn,

We are looking for KP to draft us an Intermunicipal Agreement (IMA) between the Towns of Wellfleet, Eastham, & Truro where we collectively address nitrogen management to restore water quality to watersheds that we share. Attached is a sample IMA for a similar watershed shared by Brewster, Chatham, Harwich and Orleans.

According to the 2018 Cape Cod Commission's Watershed Report for Wellfleet Harbor the nitrogen load responsibility for the Towns are: Wellfleet 87%, Eastham 11% and Truro 2%.

I have cc'd those that are best to answer any questions that you may have but it is our intentions to get the IMA executed before August.

Below is a link to valuable information pertaining to Wellfleet's draft Targeted Watershed Management Plan

[https://www.wellfleet-ma.gov/sites/g/files/vyhlf5166/f/events/06.23.22\\_selectboard\\_joint\\_meeting\\_packet.pdf](https://www.wellfleet-ma.gov/sites/g/files/vyhlf5166/f/events/06.23.22_selectboard_joint_meeting_packet.pdf)

**Richard J. Waldo, P.E.**

Town of Wellfleet - Town Administrator

300 Main Street

Wellfleet MA 02667

Phone 508-349-0300 ext. 1115

Fax 508-349-0305

Email: [richard.waldo@wellfleet-ma.gov](mailto:richard.waldo@wellfleet-ma.gov)

<image001.png>

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Sincerely,  
Ryan Curley  
(508)-246-4718  
[Ryan.D.Curley@gmail.com](mailto:Ryan.D.Curley@gmail.com)

--

Sincerely,  
Ryan Curley  
(508)-246-4718  
[Ryan.D.Curley@gmail.com](mailto:Ryan.D.Curley@gmail.com)



# SELECTBOARD

AGENDA ACTION REQUEST  
Meeting Date: June 28, 2022

VI

## BUSINESS I

~ C ~

<b>REQUESTED BY:</b>	Ryan Curley ~ Chair
<b>DESIRED ACTION:</b>	To discuss the drafted shellfish appeal process and application
<b>PROPOSED MOTION:</b>	A motion will be made at the time of the meeting
<b>SUMMARY:</b>	
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____



# Wellfleet Shellfish Department



300 Main Street, Wellfleet, Massachusetts 02667

## MEMORANDUM

DATE: June 27, 2022  
TO: Town of Wellfleet Selectboard Members  
RE: Shellfish Appeal Process and Application

---

Dear Selectboard Members:

Back in April, Town Administration created a Shellfish Appeal Application for grant holders to fill out and present to Town Hall when requesting a public hearing so the Town would have better records and documentation of appeal hearing requests. The Shellfish Department agreed with this approach, something you all have also discussed at your recent meetings on minimum productivity and agreed should be implemented. Because there was a fee now associated with requesting a public hearing and because this was a new process, I wanted to bring it to Shellfish Advisory Board for discussion first.

Helen Miranda Wilson took the original Town Hall form and made edits to it, and I worked from that and brought the form with these edits to the Shellfish Advisory Board at its June 22 meeting – the first time they were able to accommodate this agenda item. They suggested some changes and made a motion to recommend the front page of the form to you as amended and attached here. They recommended it by a vote of 5-0, with one abstention. Attached is that amended draft into which I incorporated their feedback.

At that meeting, I was advised by the Chair of the Selectboard to bring page one of this document to you for a vote to adopt it and page two to you for discussion. At your meeting, I will be happy to share with you how the Shellfish Advisory discussions went regarding this document and the Shellfish Department's feedback.

Thank you,

Nancy Civetta  
Shellfish Constable

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

Phone (508) 349-0325



Fax (508) 349-0305

**SHELLFISH APPEAL REQUIREMENTS**

**APPLICANT:** \_\_\_\_\_  
**ADDRESS:** \_\_\_\_\_  
\_\_\_\_\_  
**PHONE:** \_\_\_\_\_  
**EMAIL:** \_\_\_\_\_

**FOR ADMINISTRATIVE USE ONLY**

**PETITION #:** \_\_\_\_\_

**DATE FILED WITH TOWN CLERK:**  
\_\_\_\_\_

**HEARING DATE:** \_\_\_\_\_

**TIME:** \_\_\_\_\_

**ISSUE FOR APPEAL:**

- 6.1.2 Domicile Requirement and Exception (within 30 days)
- 7.8.2 Domicile Requirement and Exception  
(within 30 days; **public hearing** because related to a grant)
- 7.13.3 Notification of Failure to Meet Minimal Requirements  
(within 14 days; **public hearing** because related to a grant)
- 7.22 Hydraulic Harvesting of Shellfish from Grant Areas (if applicant desires, appeal will take place at first scheduled Selectboard meeting after Constable’s “cease and desist” order)

**IF RELATED TO AN AQUACULTURE LICENSE:**

Grant License #(s): \_\_\_\_\_  
Location of the Licensed Area: \_\_\_\_\_  
Acreage of the Licensed Area(s): \_\_\_\_\_  
Other License Holder(s): \_\_\_\_\_

Was issue discussed with the Shellfish Constable?       YES    NO  
Date(s): \_\_\_\_\_

Description of Issue or Situation You Are Addressing with the Appeal  
(please attach additional pages and documentation if needed):

\_\_\_\_\_

\_\_\_\_\_

In addition, the Applicant shall pay a fee of one hundred seventy-five dollars (\$175.00) for the publication of legal notice of the **Public Hearing**. (Please make check payable to the Town of Wellfleet) If appeal does not require a public hearing as noted above, payment is not necessary.

**SIGNATURE:** \_\_\_\_\_      **DATE:** \_\_\_\_\_

**PRINTED NAME:** \_\_\_\_\_

Application and Fee received by: \_\_\_\_\_  
(Agent for the Wellfleet Selectboard)  
Date: \_\_\_\_\_

## **SHELLFISH APPEAL REQUIREMENTS**

### **PLEASE NOTE:**

The Wellfleet Selectboard, serving as the Town's Shellfish Regulatory Board, and the Wellfleet Shellfish Department work together to ensure compliance with the Town's Shellfishing Regulations and state and federal laws and regulations. Below is a checklist for the applicant to use to make sure all necessary documentation is submitted for the appeal process.

### **The Selectboard Requires the Following for 7.13.3 Notification of Failure to Meet Minimal Requirements Forfeiture Appeals**

\_\_\_ Documented proof of payment for the Annual License Fee for the area(s) in question (\$25.00 per acre or portion thereof, per licensee).

\_\_\_ Date of payment of the Annual License Fee, to be received each year by February 28th) as per MGL Chapter 130, §64.

\_\_\_ Up to seven (7) but no less than three (3) previous, consecutive years of Annual Reports as submitted to the Wellfleet Shellfish Department and the State as per MGL Chapter 130, §65., or, if the License has been held for less than three (3) years, the most recent Annual Reports for the consecutive years immediately preceding the charge of forfeiture, and documentation of the date(s) on which they were submitted.

\_\_\_ Documented proof of production and investment as per Wellfleet Shellfishing Regulation 7.12 (equaling \$1,000 per year, per acre or portion thereof). Can include receipts, SAFIS data from the state, or other.

\_\_\_ Copies of certified letters sent from the Shellfish Constable to the licensee who is in violation of the Town's Shellfishing Regulations or the State's regulations or laws.

\_\_\_ Copies of all documentation of communication between the Shellfish Department and the Aquaculture License Holder(s).

All original documents submitted with this appeal need to be time stamped by the Town Clerk.

A public hearing or business agenda item at a Selectboard meeting will be held within 60 days of the request.

The Shellfish Department and the Selectboard's office can, at their convenience, provide assistance through the appeal process, if requested.

**NOTICE:** The applicant shall provide seven (7) copies of this completed Application, either typewritten or printed clearly and legibly, and seven (7) copies of shellfish appeal requirement as required on page 2, and one digital copy sent to the email Town Administrator's Executive Assistant (see above) and the Wellfleet Shellfish Department ([nancy.civetta@wellfleet-ma.gov](mailto:nancy.civetta@wellfleet-ma.gov)).



# TOWN OF WELLFLEET

Town Hall  
300 Main Street  
Wellfleet-ma.gov  
Telephone (508) 349-0300 ext. 1100  
Rebekah.eldridge@wellfleet-ma.gov

## SHELLFISH GRANT FORFEITURE APPEALS APPLICATION

**GRANT HOLDER:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_  
\_\_\_\_\_

**PHONE:** \_\_\_\_\_

**EMAIL:** \_\_\_\_\_

**LOCATION OF GRANT YOU ARE APPEALING:** \_\_\_\_\_

Section(s) of the Wellfleet Shellfish Regulations in which you

Are appealing: \_\_\_\_\_

Grant License #: \_\_\_\_\_

**FOR ADMINISTRATIVE USE ONLY**

PETITION #: \_\_\_\_\_

DATE FILED WITH TOWN CLERK:  
\_\_\_\_\_

HEARING DATE: \_\_\_\_\_

TIME: \_\_\_\_\_

Was issue discussed with the Shellfish Constable? \_\_\_ YES (Date: \_\_\_\_\_) \_\_\_ NO

Description of Project or Changes Proposed (please attach additional pages if needed): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**NOTICE:** The applicant shall provide seven (7) copies of this completed Application, either typewritten or printed clearly and legibly, and seven (7) copies of shellfish appeal requirement as required on page 2, and one digital copy sent to the email above.

In addition, the Applicant shall pay a fee of one hundred seventy-five dollars (\$175.00) for processing the application, notifying abutters and publication of legal notices of the Public Hearing. (Please make check payable to the Town of Wellfleet)

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
(Grant License Holder)

Application and Fee received by: \_\_\_\_\_  
(Agent for the Wellfleet Selectboard)

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

**OVER**

## **SHELLFISH APPEAL REQUIREMENTS**

**PLEASE NOTE:**

The Wellfleet Selectboard and the Wellfleet Shellfish Department work together to make sure all the Shellfish Regulations are followed. Below is a checklist for the grant holder to use to make sure all regulations are followed.

**THE BOARD REQUIRES THE FOLLOWING:**

- Proof of payment for grants (\$25.00 per acre)
- Date of Payment (required to be received each year by February 28<sup>th</sup>)
- Proof of Grant Report submitted to the Shellfish Department (required by February 28<sup>th</sup> each year)
- Documentation of Reports filed with the State as specified in the Shellfish Regulations
- Proof of Productivity (equaling \$1000 per year)
- Copies of certified letters sent from the Shellfish Constable
- Copies of all documentation between the Shellfish Department and Grant License Holder
- Copies of Grant Inspections done.

All documents submitted with this appeal need to be time stamped by the town clerk.

A hearing will be held within 90 days of the request

The Selectboard's office will provide minimum assistance through the appeal process



# Helen's AMENDMENTS

## AQUACULTURE LICENSE HOLDER:

\_\_\_\_\_  
ADDRESS: \_\_\_\_\_

\_\_\_\_\_  
PHONE: \_\_\_\_\_

\_\_\_\_\_  
EMAIL: \_\_\_\_\_

LOCATION OF THE LICENSED AREA WHOSE FORFEITURE YOU ARE APPEALING:

\_\_\_\_\_

License #(s): \_\_\_\_\_

Section(s) of the Wellfleet Shellfishling Regulations which you  
are appealing: \_\_\_\_\_

Was the issue discussed with the Shellfish Constable?

\_\_\_\_ YES (Date[s]: \_\_\_\_\_)

\_\_\_\_ NO

Description of **the situation as it pertains to matters that have led to the forfeiture.** ~~of~~

~~Project or Changes Proposed~~ (please attach additional pages if

needed): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**NOTICE: This application for an appeal must be submitted as required herein within  
fourteen business days of the licensee's having received a certified letter from the**

**Shellfish Department informing them of their status.** The applicant shall provide seven (7) copies of this completed application, either typewritten or printed clearly and legibly, and seven (7) copies of the documents required on page 2, and one digital copy sent to the email addresses **of the Town's Executive Assistant and the Wellfleet Shellfish Department.**

In addition, the Applicant shall pay a fee of one hundred seventy-five dollars (\$175.00) for processing the application, notifying abutters and publication of legal notices of the Public Hearing. (Please make check payable to the Town of Wellfleet)

**PLEASE NOTE:**

The Wellfleet Selectboard, **servicing as the Town's Shellfishing Regulatory Board**, and the Wellfleet Shellfish Department work together to **insure compliance with the Town's Shellfishing Regulations and the State's laws and regulations.** Below is a checklist for the **License Holder** to use to make sure that all **necessary documentation is submitted for the appeal process:**

**THE SELECTBOARD REQUIRES THE FOLLOWING:**

\_\_\_\_\_ **Documented proof of payment for the Annual License Fee for the area(s) in question (\$25.00 per acre or portion thereof, per licensee).**

\_\_\_\_\_ **Date of payment of the Annual License Fee ,to be received each year by February 28<sup>th</sup> as per MGL Chapter 130, §64.**

\_\_\_\_\_ **Up to seven (7) but no less than three (3) previous, consecutive years of Annual Reports as submitted to the Wellfleet Shellfish Department and the State as per MGL Chapter 130, §65., or, if the License has been held for less than three (3) years, the most recent Annual Reports for the consecutive years immediately preceding the charge of forfeiture, and documentation of the date(s) on which they were submitted-**

\_\_\_\_\_ **Documented proof of production and investment as per Wellfleet Shellfishing Regulation 7.12 (equaling \$1000 per year, per acre or portion thereof).**

\_\_\_\_\_ **Copies of certified letters sent from the Shellfish Constable to the licensee who is in violation of the Town's Shellfishing Regulations or the State's regulations or laws.**

\_\_\_\_\_ **Copies of all documentation of communication between the Shellfish Department and the Aquaculture License Holder(s).**

\_\_\_\_\_ Documentation of inspections of the licensed area done by the Shellfish Department .

All original documents submitted with this appeal need to be time stamped by the Town Clerk.

A Hearing will be held within ~~90~~ 30 business days of the request.

The Shellfish Department and the Selectboard's office will ~~will~~ can, at their convenience, provide ~~minimum~~ assistance ~~through~~ during the appeal process.

<b><u>FOR ADMINISTRATIVE USE ONLY</u></b>
PETITION #: _____
DATE FILED WITH TOWN CLERK: _____
HEARING DATE: _____



# SELECTBOARD

AGENDA ACTION REQUEST  
Meeting Date: June 28, 2022

VI

## BUSINESS I

~ D ~

<b>REQUESTED BY:</b>	<b>Ryan Curley ~ Chair &amp; Jay Norton DPW Director</b>
<b>DESIRED ACTION:</b>	<b>To discuss documents sent in from Stantec regarding the Route 6 Main Street 100% project design</b>
<b>PROPOSED MOTION:</b>  <b>SUMMARY:</b>	<b>A motion will be made at the time of the meeting</b>
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____



June 28, 2022

Selectboard Meeting



# Route 6 & Main Street Intersection Improvements

*Presented By:*





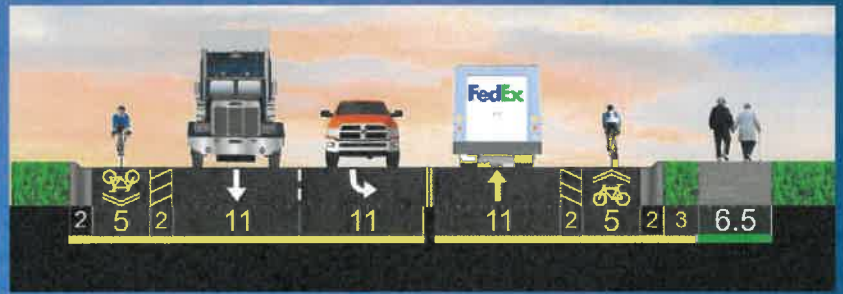
# Agenda

- Design Update

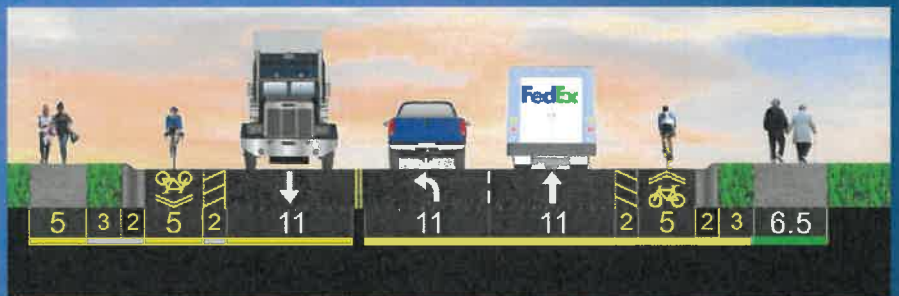


# Route 6 Cross Section

(Reduced East Side Grass Buffer)



North of Main Street



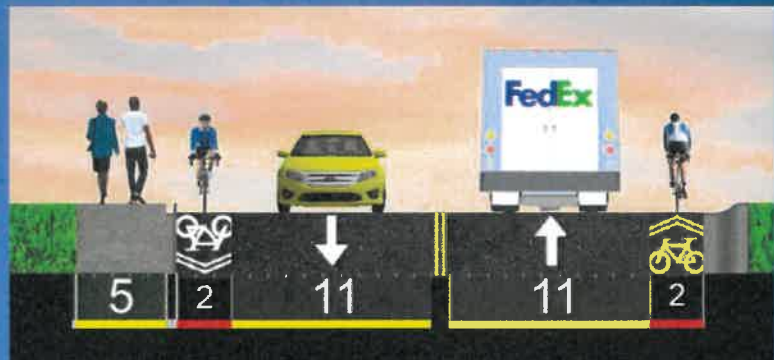
South of Main Street



# Main Street Cross Section

(Reduced Shoulder Width)

- 'Share the Road'
  - Vehicles will encroach on opposite lane to pass bicyclists
- Increases existing road width 1 foot





# QUESTIONS & COMMENTS





## SELECTBOARD

AGENDA ACTION REQUEST  
Meeting Date: June 28, 2022

VI

### BUSINESS I

~ E ~

<b>REQUESTED BY:</b>	<b>Ryan Curley ~ Chair &amp; Carole Ridley, Herring River</b>
<b>DESIRED ACTION:</b>	<b>To discuss the financial strategies and permitting status to construct and implement the Herring River Restoration Project Phase 1</b>
<b>PROPOSED MOTION:</b>  <b>SUMMARY:</b>	<b>I move to authorize the Town Administrator to sign a grant application to the National Oceanic and Atmospheric Administration for up to \$16 million dollars in funding to offset Construction and implementation costs for the Herring River restoration project.</b>
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____

Memorandum

To: Wellfleet Selectboard

From: Carole Ridley, Project Coordinator

Date: June 21, 2022

Re: Herring River Restoration Project Funding Plan

The Selectboard has requested information about funding to construct and implement the Herring River Restoration Project, Phase 1. Table 1 provides construction costs (\$62,950,958) and adaptive management costs (\$7,500,000) associated with Phase 1. The total cost of phase 1 construction and initial adaptive management is \$70,450,958.

Table 1 also lists awarded and estimated sources of non-municipal funding totaling \$70,450,958. Awards to date include \$24,000,000 in Financial Assistance and 3,200,000 in Technical Assistance from US Department of Agriculture Natural Resource Conservation Service (NRCS); and \$2,000,000 awarded to Ducks Unlimited for the project from US Fish and Wildlife Service North America Wetlands Conservation Act Program (NAWCA). It is anticipated that a federal funding opportunity from National Oceanic and Atmospheric Administration (NOAA) will be announced in late June for which the Town will be eligible to apply for up to \$16,000,000.

In addition, The Commonwealth intends to provide up to \$30 million in grant funding for construction-related costs that satisfy the non-federal match requirements of federal funding sources. The funding will be provided to the Town of Wellfleet over multiple years during construction and initial implementation. The state funding will not require any match.

Both NRCS and MA DER grants will require the Town to enter into grant agreements by mid August. An initial state grant award is anticipated in early August. The amount of the initial state grant award is currently being determined based on an assessment of project needs and overall mix of funding sources. At a minimum, the initial grant award will provide sufficient funding to cover all non-federal match requirements associated with the NRCS award and with an anticipated NOAA grant award for which the Town is being asked to apply. With the state grant award available to cover match requirements, the Town will be in a position to execute an agreement with NRCS and, upon award, with NOAA.

NRCS and MA DER funding would be provided on a reimbursement basis. NOAA funds would be available on a draw down basis as needed, to assist with project cash flow needs. It is important to note that NRCS and NOAA, as well as National Park Service and US Fish and Wildlife Service, are expected to have additional funding opportunities during the period of construction.

Suggested Motion for June 28 (next page):

To authorize the Town Administrator or Selectboard Chair to sign a grant application to the National Oceanic and Atmospheric Administration for up to \$16 million in funding to offset construction and implementation costs for the Herring River Restoration Project, with the understanding that any required cash match for the grant will be provided by non-municipal sources.



Town of Wellfleet



Cape Cod National Seashore

Project Overview and Funding Plan  
June 28, 2022



# Water Control Features Restore Tidal Flow

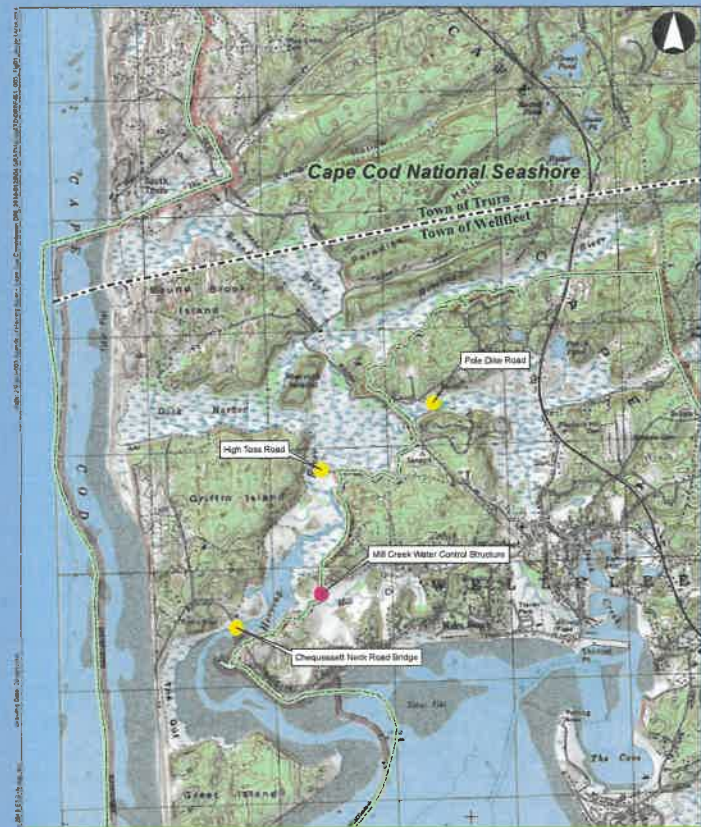
## On Town Property:

- Chequessett Neck Road bridge & sluice gates
- Upper Pole Dike Creek WCS & sluice gate
- Removal of High Toss Rd causeway

## On CCNS Property:

- Mill Creek WCS & sluice gate

Phase 1 (570 acres) includes all water control infrastructure needed for full restoration



Herring River Restoration Project  
Wellfleet and Truro, Massachusetts

USGS Locus

Source: 1) ESRI, Local Topo Map, 2017;  
2) National Park Service, Basin  
and Plan, 2010, 2011

- Project Element
- Shown for Informational Purposes
- Town Boundary
- Cape Cod National Seashore Boundary

# Mitigation to Protect the Built Environment

## On Town Property:

- Elevate  $\approx$ 2 non-contiguous miles of Old County, Bound Brook Island, Pole Dike, High Toss Roads, Way#672
- Replace 5 culverts in Wellfleet (including Pole Dike Creek WCS)
- $\approx$ 671 lf of road work & 2 culverts in Truro (IMA)

## On Private Property:

- Elevate portions of CYCC golf course
- Measures on 3 private properties
- Relocate 2 wells in Mill Creek sub-basin



# Permitting Status

- MEPA Certificate and Record of Decision - 2016
- Cape Cod Commission Development Regional Impact approval - 2020
- §401 Water Quality Certification - 2021
- Approval under §404 General Permit – 2021
- US Coast Guard Advance Approval – 2021
- Orders of Condition for Ecological Restoration Limited Project (ERLP) – Wellfleet and Truro
- MGL Ch. 91 Waterways Licenses (pending)
- US EPA National Pollution Discharge Elimination System (Contractor responsibility)



S Broker photo



# Project Funding Plan

Project Costs by Element		Sources of Funds				
Project Elements	(2022 \$)	FY22	FY22 Match	FY23	FY23 Match	Total
<b>Construction</b>						
<b>Major Elements</b>						
CNR Bridge & Sluice Gates	31,000,000	19,500,000	11,500,000			31,000,000
Mill Creek Water Control Structure	5,700,000			5,700,000		5,700,000
Low Road Elevations/Culverts	11,000,000	1,500,000		6,750,000	2,750,000	11,000,000
<b>Major Elements Subtotal</b>	<b>47,700,000</b>	<b>21,000,000</b>	<b>11,500,000</b>	<b>12,450,000</b>	<b>2,750,000</b>	<b>47,700,000</b>
<b>Mitigation</b>						
Low private properties	350,958	150,000	87,740	113,219		350,958
CYCC golf course	6,700,000	2,200,000	2,300,000	2,200,000		6,700,000
<b>Mitigation subtotal</b>	<b>7,050,958</b>	<b>2,350,000</b>	<b>2,387,740</b>	<b>2,313,219</b>	<b>0</b>	<b>7,050,958</b>
<b>Project Management (15%)</b>	<b>8,200,000</b>	<b>3,200,000</b>	<b>1,750,000</b>	<b>1,750,000</b>	<b>1,500,000</b>	<b>8,200,000</b>
<b>Constuction Subtotal</b>	<b>62,950,958</b>	<b>26,550,000</b>	<b>15,637,740</b>	<b>16,513,219</b>	<b>4,250,000</b>	<b>62,950,958</b>
<b>Adaptive Management</b>						
Vegetation/Marsh Management	4,500,000	2,650,000	150,000	1,700,000		4,500,000
Data Collection, Modeling, Analysis	3,000,000	0	0	1,500,000	1,500,000	3,000,000
<b>Adaptive Management Subtotal</b>	<b>7,500,000</b>	<b>2,650,000</b>	<b>150,000</b>	<b>3,200,000</b>	<b>1,500,000</b>	<b>7,500,000</b>
<b>Project Total</b>	<b>70,450,958</b>	<b>29,200,000</b>	<b>15,787,740</b>	<b>19,713,219</b>	<b>5,750,000</b>	<b>70,450,958</b>
<b>COLOR KEY</b>	<b>Detail on Funding Sources</b>					
Combined project cost	USFWS-NAWCA	\$2,000,000				\$2,000,000
Non-municipal funding source	NRCS Financial Assistance	\$24,000,000		\$5,700,000		\$29,700,000
Construction cost	NRCS Technical Assistance	\$3,200,000		\$1,000,000		\$4,200,000
Activity mostly on Seashore Land	NOAA			\$13,013,219		\$13,013,219
	MA DER		\$15,787,740		\$5,750,000	\$21,537,740
		\$29,200,000	\$15,787,740	\$19,713,219	\$5,750,000	\$70,450,958
			Overall project match excluding NRCS TA			33%

# Next Steps – Project Funding

## July

- Review Grant Agreements
  - USDA Natural Resource Conservation Service
  - MA Division of Ecological Restoration
- Submit NOAA Restoration grant application for up to \$16M

## August

- Execute grant agreements
  - USDA Natural Resource Conservation Service
  - MA Division of Ecological Restoration

## Related Issues for Discussion

- Options for reimbursable grants:
  - Draw down of funds (NOAA)
  - Possible advances (NRCS)
  - Grant anticipation line of credit
- Grant administration to be grant funded
- Operation and maintenance costs
- Updated Town-CYCC agreement

## Anticipated Timeline of Issues Requiring Selectboard Attention or Action

### June 2022

- CNR final design, bid plan and OPR (6/7)
- Funding Plan for construction (6/28)

### July

- Review grant agreements from MA DER and NRCS

### August

- Inter-municipal Agreement with Truro for Low Road Work in Truro
- Order of Taking for easements needed for low road work (Article 38 at Town Meeting)
- Execute grant agreements from NRCS and MA DER
- Award contract for Owners Project Representative

### September

- Award contracts for CNR bridge construction
- New agreement with CYCC (possible executive session)

### October

- Review proposed land swap with Wellfleet Conservation Trust for access to Mill Creek Water Control Structure
- Land transfer agreement with Cape Cod National Seashore (possible executive session)

### November

- Update on CNR bridge aesthetic design issues
- CNR bridge construction update (proposed every other month)

### December

- Review and execute NOAA grant agreement (pending award)

### January 2023

- Proposed 2023 Town Meeting articles submitted to Selectboard:
  1. Land swap with Wellfleet Conservation Trust re: Mill Creek WCS access
  2. Taking of easement from Bound Brook Island Road Property owner
  3. Land Transfer Agreement with Cape Cod National Seashore
- CNR bridge construction update

### March

- CNR bridge construction update

### May

- Order of Taking for Bound Brook Island Road easement
- CNR bridge construction update

Note: All dates are estimates subject to change. This schedule may be updated as new information is available or new issues arise.



**SELECTBOARD**  
**AGENDA ACTION REQUEST**  
Meeting Date: June 28, 2022

**VII**

**BUSINESS II**  
**~ A ~**

<b>REQUESTED BY:</b>	<b>Ryan Curley, Chair</b>
<b>DESIRED ACTION:</b>	<b>To discuss the designation of member(s) of the Selectboard to represent the collective board on all ZBA matters pertaining to 95 Lawrence Road</b>
<b>PROPOSED MOTION:</b>  <b>SUMMARY:</b>	<b>I move to appoint board member (s) _____ to represent the Selectboard on all ZBA matters that pertain to 95 Lawrence Road.</b>
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____

## Rebekah Eldridge

---

**From:** Ryan Curley  
**Sent:** Tuesday, June 21, 2022 12:33 PM  
**To:** Board of Selectmen  
**Subject:** Fwd: 95 Lawrence Road Community Q & A

[Get Outlook for Android](#)

---

**From:** MalloreY Yannonne <malloreY@capecdp.org>  
**Sent:** Tuesday, June 21, 2022 10:22:20 AM  
**To:** Ryan Curley <Ryan.Curley@wellfleet-ma.gov>  
**Subject:** 95 Lawrence Road Community Q & A

Hello Ryan,

I hope this message finds you well. The ZBA hearing schedule for 95 Lawrence Road has been confirmed, but not yet posted on the Town of Wellfleet's website. I will be sending out an email this week with the schedule details. I wanted to reach out to you because I understand that there is a Selectboard/BOH/Clean Water Advisory joint meeting this Thursday. We are holding a Community Q & A for 95 Lawrence Road next week and I was wondering, could you make an announcement about it at this Thursday's meeting? If so, here is the information:

95 Lawrence Road Community Q & A  
Monday, June 27<sup>th</sup> at 7pm  
Hosted by a panel of representatives from POAH, CDP, Studio G Architects, and the Town of Wellfleet  
Register here: <https://capecdp.org/event/95-lawrence-road-panel-discussion>

Please let me know if this is an announcement you are able to make. Thanks so much as always for your time.

Best,

MalloreY

**MalloreY Yannonne**

Community Organizer

Pronouns: she, her, hers

**Community Development Partnership**

3 Main St. Mercantile

Eastham, MA 02642

**Capecdp.org** | (508) 290 - 0124 | [malloreym@capecdp.org](mailto:malloreym@capecdp.org)



*"Statement of Confidentiality: This email is intended solely for the person or entity to which it is addressed and may contain confidential information. If you are not the addressee, note that any disclosure, photocopying, distribution or use of the contents of this email is prohibited. If you have received this e-mail in error, please contact the sender immediately and delete the material from any computer."*



# SELECTBOARD

AGENDA ACTION REQUEST  
Meeting Date: June 28, 2022

VII

## BUSINESS II

~ B ~

<b>REQUESTED BY:</b>	<b>Ryan Curley, Chair &amp; Jay Norton DPW Director</b>
<b>DESIRED ACTION:</b>	<b>To review and discuss 80 State Highway (Maurice's Campground) due diligence status update – grounds, buildings, and possibly other updates if available</b>
<b>PROPOSED MOTION:</b>  <b>SUMMARY:</b>	<b>If a motion is needed one will be made at the time of the meeting.</b>
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____



# MAURICE'S CAMPGROUND



6/23/22

## Due Diligence Report

This report provides existing condition information collected from our due diligence working group that evaluated various existing site attributes including but not limited to: Utilities (Water, HVAC, Electrical), Site features (Drainage, grounds), Buildings and public safety.

# Maurice's Campground

## DUE DILIGENCE REPORT

### MISSION STATEMENT

The Town of Wellfleet has conducted its preliminary due diligence prior to proceeding with the purchase of Maurice's Campground. There are many sub-groups of the working team, and this particular report summarizes our findings of the existing conditions of the structures and grounds. We evaluated the structures as is, so we can estimate the required maintenance and upkeep of the facility. As part of the purchase and sales agreement, if the Town were to purchase the property – one of the conditions is to maintain services for 6 years subsequent to the sale. What happens with the site thereafter has yet to be determined. Further review and understandings of the use of various components of the property for the next 6 years needs to occur to develop an accurate estimate of costs going forward.

### PROJECT TEAM

The project team consisted of citizens at large, select board members and staff of the Town of Wellfleet. They are as follows:

- Jay Norton, DPW Director
- James Badera, Jr., Building Inspector
- Sean Donoghue, Electrical Inspector
- Peter Williams, DPW Facilities Foreman
- John Wolf, Select Board Member
- Roland Blair, Citizen
- Jim Hood, Citizen and Chair of Board of Water Commissioners
- Richard Robicheau, Citizen

### SITE VISITS AND TEAM APPROACH

The team conducted several on site meetings, as well as internal meetings to coordinate our approach and determine the best way to tackle this project. The Gauthiers have been very accommodating and helpful during this process and showed us around the site multiple times. We were given a tour of the cabins, the store, the office, an external view of the home, around the grounds, bathhouses, well houses, fuel source and viewed the general layout of trailers, campsites, etc.

### EXISTING CONDITIONS OF SITE

The following and attached information gives the reader a general understanding to the existing conditions of the site features as well as some information on zoning, regulatory and environmental constraints.

### SITE FEATURES





The site naturally slopes to the north, leading to a shrub swamp adjacent to Spring Brook road. There are multiple catch basins/leach pits that collect the drainage in areas where it doesn't naturally flow. They appear in fair condition. We did notice some ponding of water in areas to the south that could be remedied fairly easily. Overall, the majority of the site is upland with only a small percentage of low land.

### Resource/Zoning Areas

As you can see in Figure 2 below, there aren't many regulated resource areas directly on the site. There are a few regulated areas that are located at the perimeter of the site that include: Shrub swamp to the north, Natural Heritage and Endangered Species Program (NHESP) habitat for rare wildlife (to the north and east) and an Outstanding Resource Waters (ORW) to the east. There may be associated buffer zones with these areas that should be further evaluated from a development perspective.

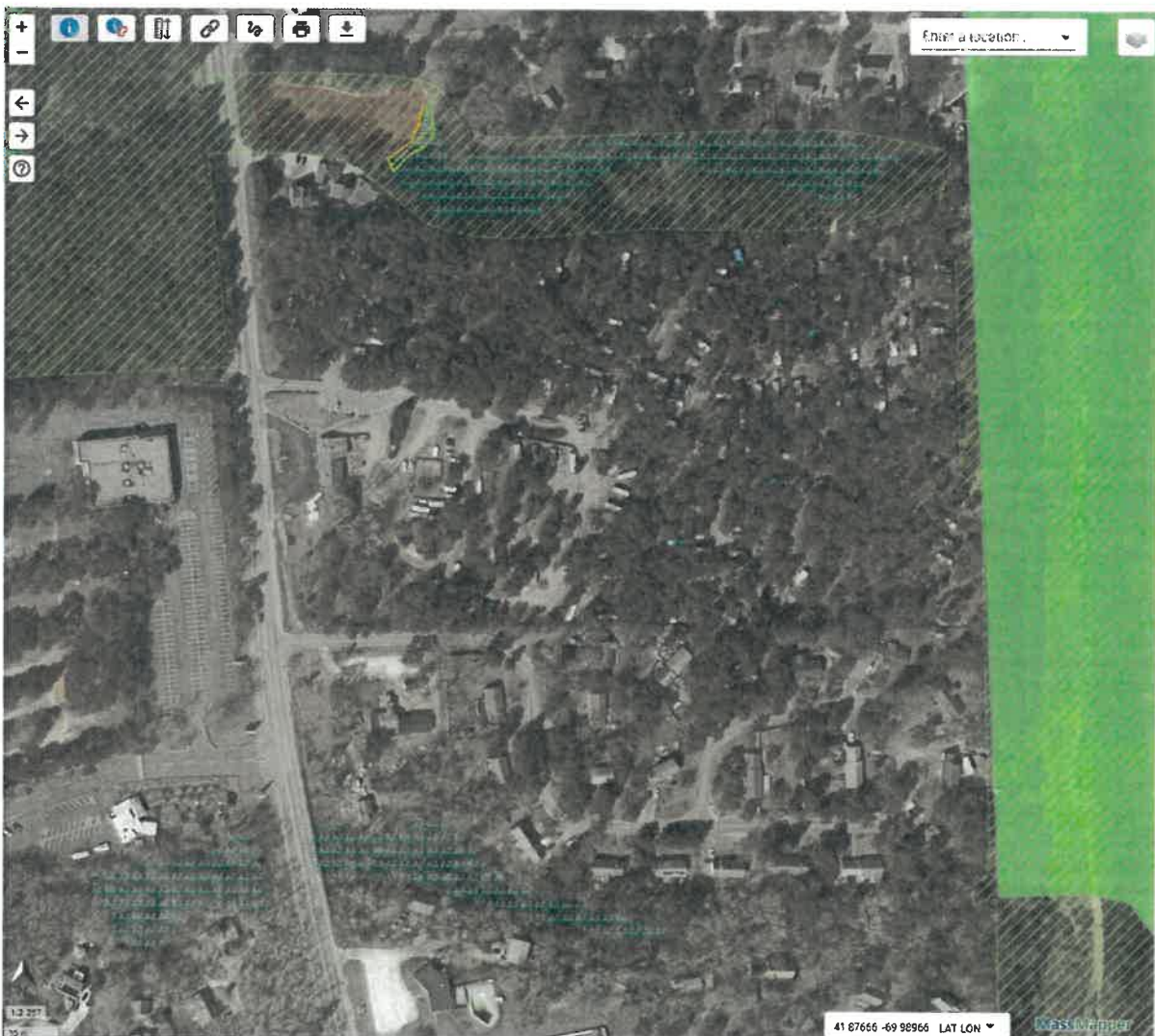


Figure 2 - Mass DEP MORIS Map

**Maurice's Campground**

Figure 3 represents the Town of Wellfleet's zoning map that delineates the subject property as "Residential 2" which abuts the National Seashore.

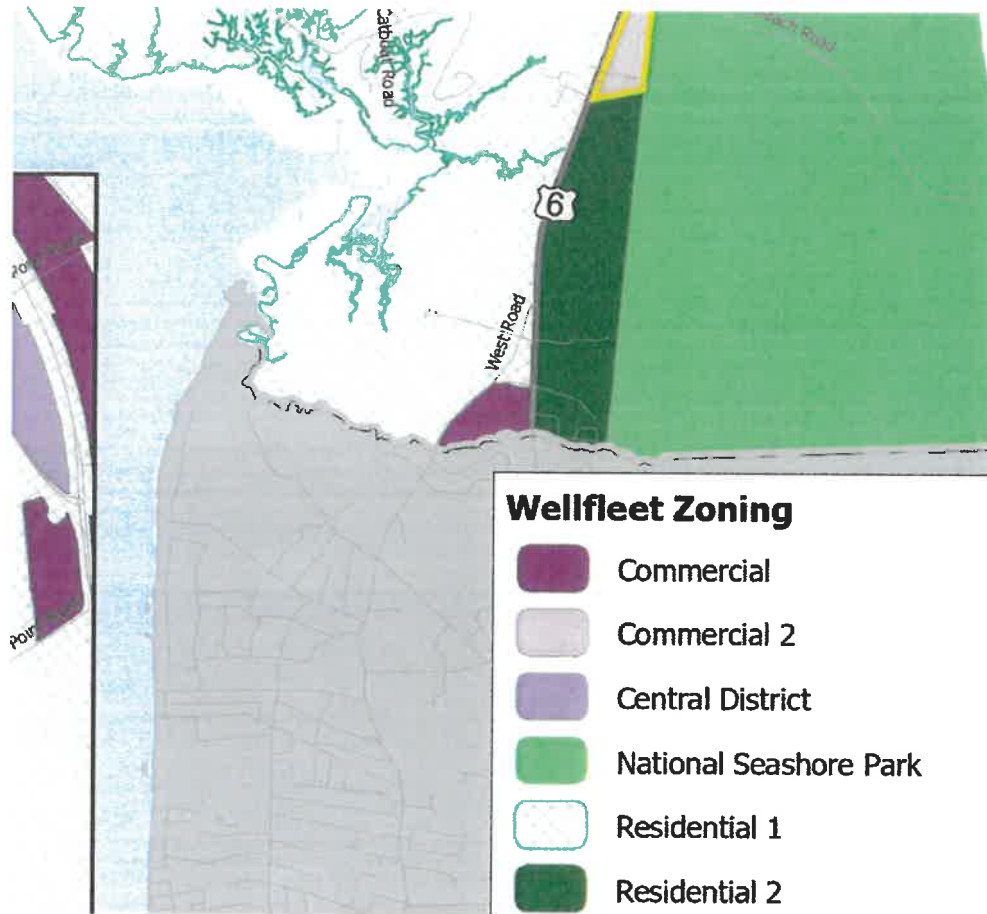


Figure 3 - Town of Wellfleet Zoning Map

Please refer to the Town of Wellfleet's zoning by law for permitted uses/setbacks/building coverage, etc. for Residential 2 district in Appendix E.

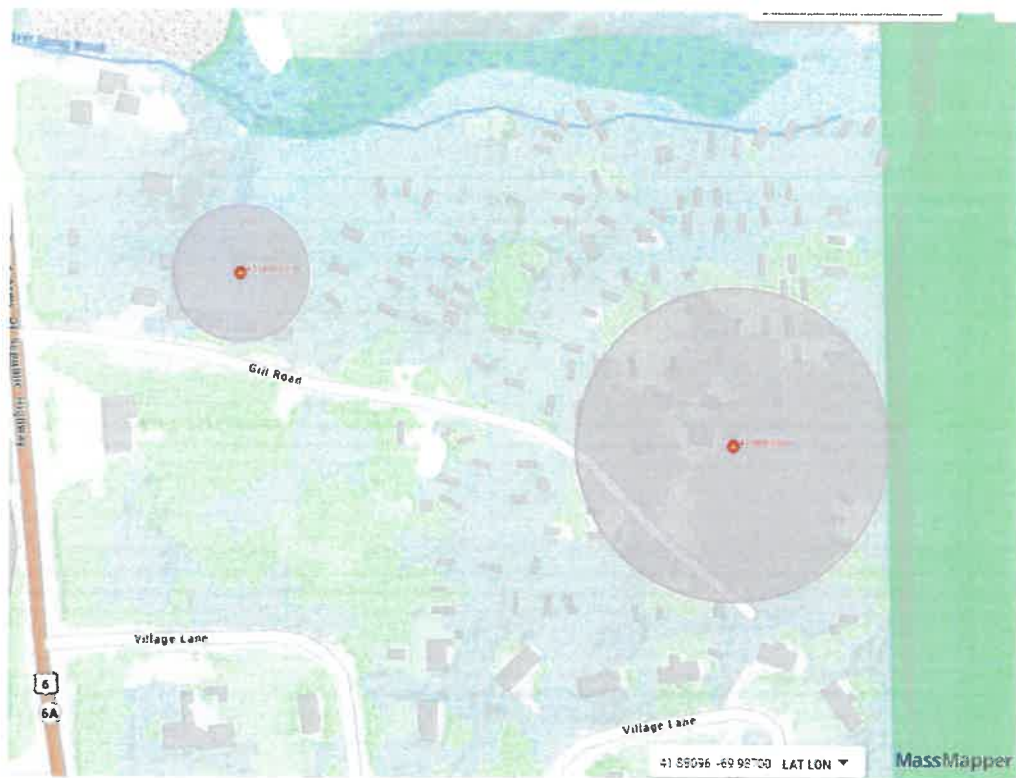


Figure 4 - MassDEP GIS Public Water Supply

As shown above, the site contains (2) two documented public water supply wells (4318063-02G to the East and 4318063-01G to the West which from our understanding is not in use). The system is registered with MassDEP as PWS ID #4318063. Attached in Appendix F please find the most recent compliance/testing documents retrieved from the MassDEP website.

## STRUCTURES

The purpose of the on-site assessment of the existing buildings was to determine the condition of each structure. The exterior roof, exterior walls, windows and doors, foundation, interior ceiling, interior walls, and flooring type were observed. The condition of each item was documented based on the following criteria.

- New – Installed approximately within the past 10 years.
- Good – Building material/construction should perform for 0 to 6 more years.
- Fair – Building material/construction is original.
- Poor – Building material/construction needs replacement.

Although this rating system is subjective and not based on fact, it should provide an overall view of the condition of the existing building structures on the site.

Narrative

## **Maurice's Campground**

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The site is an existing campground that contains cabins, cottages, outbuildings, an office, a store, and mobile homes, (Refer to Site Map). Based a review of assessor's records, the year built for the buildings is between 1950 and 1960. The age of the mobile homes at the site could not be determined.

On June 7, 2022, a site assessment was conducted for the existing buildings. Prior to the visit, the existing Building Department file for the site was reviewed to determine the history of any permitted work completed on the buildings. These buildings included cabins, cottages, caretakers house, office, store, shower house and bath building, bathroom building, bathroom annex building, and storage building. The existing mobile homes to remain at the site (B, D, A2, A17, A36, S-1, S-2, S-4, S-8, 41, 42, 44, 76, 77, 78, 80 and 94) were also observed. The information regarding the specific mobile homes to remain was provided by the property owner at the time of inspection. The condition of the mobile homes is fair.

The description and construction type for each building is outlined below.

**Cabins – One-Story wood frame construction with asphalt roof shingles, painted clapboard wood siding, supported on concrete block (cmu) piers.**

**Cottages – One-Story wood frame construction with asphalt roof shingles, painted clapboard wood siding, and a crawlspace foundation constructed with concrete blocks (cmu).**

**Caretakers house – One-Story wood frame construction with asphalt roof shingles, painted textured plywood wood siding, on a foundation.**

**Office – One-Story wood frame construction with asphalt roof shingles, painted clapboard siding, a crawlspace foundation constructed with concrete blocks (cmu) on half of the building footprint, and a slab supporting the building on the remaining half of the building footprint. A portion of interior contained floor tiles that appeared to be of significant age, and could possibly contain asbestos, but this could not be determined.**

**Store – One-Story Wood frame construction with asphalt roof shingles, a combination of painted textured plywood siding and painted white cedar shingles, a full foundation constructed of poured concrete, with a site-built wood truss roof for the main portion of the structure, and a low slope 2x8 rafter roof at the rear of the building. A portion of interior contained floor tiles that appeared to be of significant age, and could possibly contain asbestos, but this could not be determined.**

**Shower House and Bathroom Building – One-Story constructed using a combination of wood frame construction and concrete block (cmu), with asphalt roof shingles, supported on a concrete slab. This building has a ramp from grade to the interior floor level.**

**Bathroom Building – One-Story Wood frame construction with asphalt roof shingles, painted wood shingle siding, supported on a concrete slab. This building has a ramp from grade to the interior floor level.**

**Bathroom Annex Building – One-Story wood frame construction with asphalt roof shingles, painted clapboard siding, supported on a concrete slab. This building does not have a ramp from grade to the interior floor level.**

**Storage Building – One-Story wood frame construction with asphalt roof shingles, painted clapboard siding, metal siding, supported on a concrete slab.**

## Summary of Findings

The information gathered during the site visit has been summarized in spreadsheet format for each individual building. (See Attached in Appendix A)

## UTILITIES

Please refer to Electrical Inspector and Select Member Wolf's report attached in Appendix B & C respectively.

## PUBLIC SAFETY

At one of the site visits, Captain Joe Capello joined the due diligence team to assess the property from a public safety perspective. Mr. Capello mentioned that the trailers and cabins should be better marked in the event of an emergency. It would be extremely difficult to find someone that was having a medical emergency.

## OTHER CONCERNS/QUESTIONS

**Water system:** The records of the existing water service are vague and we could only retrieve a few reports online. We would recommend acquiring a history of water testing over 5 years including dates of testing and results, any violations, changes in water levels in wells, any water treatment including pH buffering and chlorination, leaks including locations and frequency of, frequency of testing and repairs. In addition, are there backflow preventers from individual units into water lines etc.

### **Operations:**

**Sewage Disposal Systems:** Another component that will require extensive research and discussion are the sewage disposal systems. All of the systems from our understanding are non-conforming cesspools.

**Building Maintenance:** More review/analysis needs to be conducted to formulate an estimated dollar amount of anticipated and projected repairs for the buildings and also what their use will be.

**Grounds Maintenance:** It's fairly clear what the scope of grounds/roadway/drainage maintenance would be, but a determination needs to be made whether the Town is going to manage this or sub-contract it. This needs to be determined so a clear predicted cost can be associated with this. As it stands, Town staff – in particular the DPW, would not be able to take on such a task without having additional help to manage the maintenance of both the grounds and facilities, not to mention administrative duties.

**Utilities:** Although the utilities are in fairly good condition, they will require yearly commissioning and testing which is associated with a dollar amount to be determined.

**Site Contamination:** No evidence of any site contamination; however, this was only from a visual perspective.

**Liability:** As indicated above, the site is not clearly marked for emergency personnel which will need to be remedied. In addition, more information and clarification will be needed regarding specific requirements for operation of a campground or leasing of trailers, including the question what will need to be upgraded for handicap accessible accommodations.



## APPENDICES

Please see the following attachments.

**APPENDIX A – BUILDING INSPECTOR FORMS**

**APPENDIX B – ELECTRICAL INSPECTOR LETTER OF FINDINGS**

**APPENDIX C – SELECT MEMBER WOLF REPORT**

**APPENDIX D – ASSESSORS DATABASE BUILDING CARDS**

**APPENDIX E – TOWN OF WELFLEET ZONING EXCERPT**

**APPENDIX F – PUBLIC WATER SUPPLY RECORDS**

## APPENDIX A – BUILDING INSPECTOR FORMS

**APPENDIX B – ELECTRICAL INSPECTOR LETTER OF FINDINGS**

**APPENDIX C – SELECT MEMBER WOLF REPORT**

**APPENDIX D – ASSESSORS DATABASE BUILDING CARDS**

**APPENDIX E – TOWN OF WELLFLEET ZONING EXCERPT**

**APPENDIX F – PUBLIC WATER SUPPLY RECORDS**

**MAURICE'S CAMPGROUND, INC.**

80 Route 6, Unit 1

Wellfleet, MA 02567

Phone 508 349-2023 Fax 508 349-5704

Email: [info@mauricescampground.com](mailto:info@mauricescampground.com)

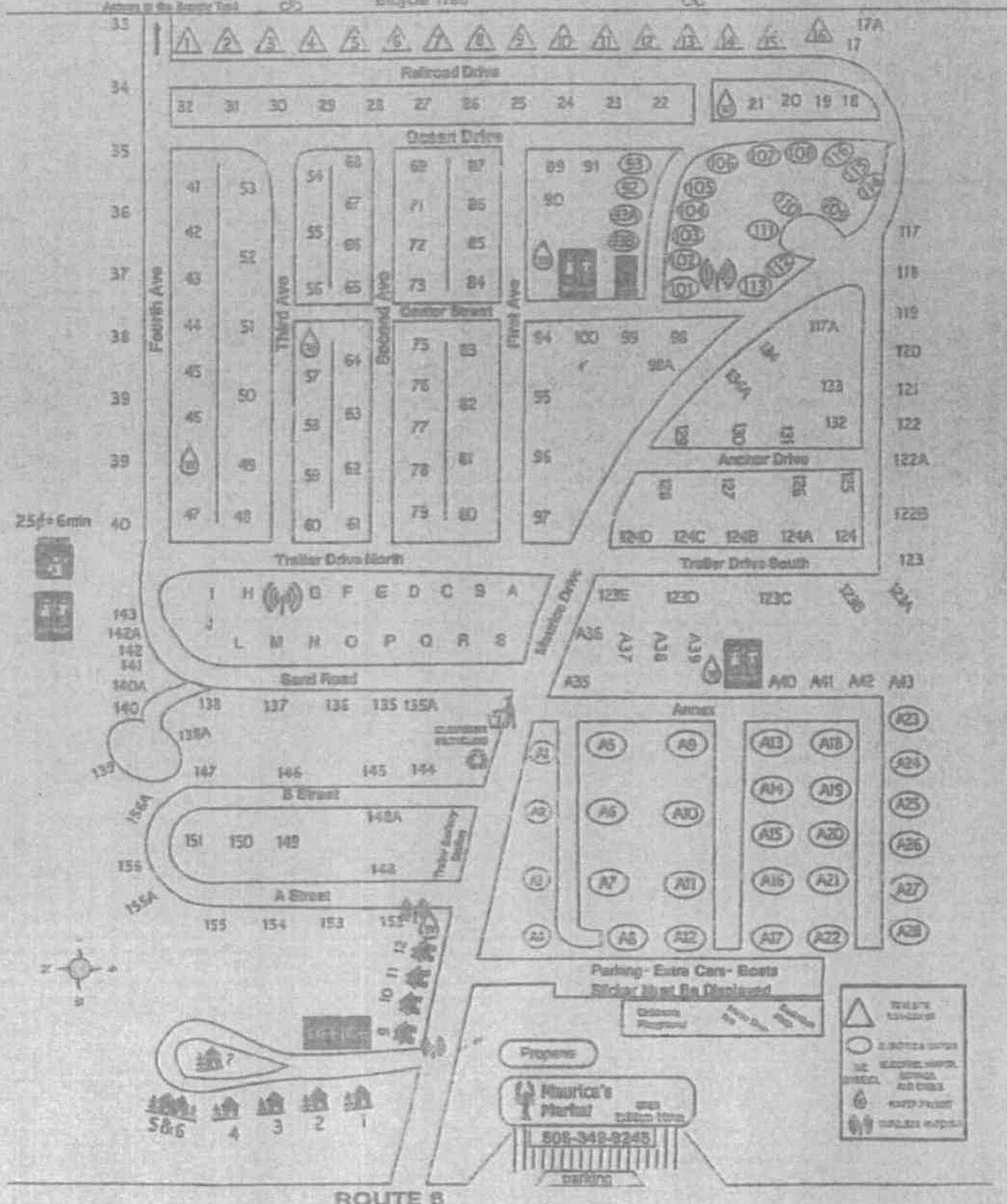
www.mauricescampground.com

Wellfleet Beaches  
Maroon Beach

Essexham  
Newest Light Beach

Access to the Beach Trail

Bicycle Trail



25'± 6min



ROUTE 6

Propane

**Maurice's Plant** 508 349-8248

508 349-8248

25'± 6min  
 ELECTRIC SITES  
 ELECTRIC HOOKUP  
 WATER FAUCET  
 DUMP STATION

Parking - Extra Cars - Boats  
Sticker Must Be Displayed



# SITE INSPECTION FORM

Date: 6/7/2022  
 Address: 80 State Highway Route 6

Building Name/Number: Shower House and Bath Building - 4th Street

## Building Features

Building Construction Type	Wood Frame	Cmu Block	Wood Frame/Cmu Block	Metal Mobile Home
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Location:

Roof	Type	ASPHALT	Front	Condition:	New	Good	Fair	Poor
			Rear	Condition:	New	Good	Fair	Poor

Comments:

Location:

Exterior Walls	Type	WOOD	North	Condition:	New	Good	Fair	Poor
			South	Condition:	New	Good	Fair	Poor
			East	Condition:	New	Good	Fair	Poor
			West	Condition:	New	Good	Fair	Poor

Comments:

Location:

Windows/Doors	Type	UNKNOWN	North	Condition:	New	Good	Fair	Poor
			South	Condition:	New	Good	Fair	Poor
			East	Condition:	New	Good	Fair	Poor
			West	Condition:	New	Good	Fair	Poor

Comments:

Foundation	Type	Slab	Crawlspace	Yes	No			
		Frost Wall						
		On Cmu Blocks/Piers	North	Condition:	New	Good	Fair	Poor
		Full Foundation	South	Condition:	New	Good	Fair	Poor
			East	Condition:	New	Good	Fair	Poor
			West	Condition:	New	Good	Fair	Poor

Comments:

Interior:	Ceiling Type	DRYWALL	North	Condition:	New	Good	Fair	Poor
			South	Condition:	New	Good	Fair	Poor
			East	Condition:	New	Good	Fair	Poor
			West	Condition:	New	Good	Fair	Poor

Comments:

Wall Type	CMU BLOCK	North	Condition:	New	Good	Fair	Poor
	DRYWALL	South	Condition:	New	Good	Fair	Poor
		East	Condition:	New	Good	Fair	Poor
		West	Condition:	New	Good	Fair	Poor

Comments:

Floor Type	CONCRETE SLAB	North	Condition:	New	Good	Fair	Poor
		South	Condition:	New	Good	Fair	Poor
		East	Condition:	New	Good	Fair	Poor
		West	Condition:	New	Good	Fair	Poor

Comments:

# SITE INSPECTION FORM

Date: 6/7/2022  
 Address: 80 State Highway Route 6

Building Name/Number: Bathroom Building - ANNEX

## Building Features

Building Construction Type	<b>Wood Frame</b>	Cmu Block	Wood Frame/Cmu Block	Metal Mobile Home
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Location:

Roof	Type	<b>ASPHALT</b>	Front	Condition:	New	Good	Fair	Poor
			Rear	Condition:	New	Good	Fair	Poor

Comments:

Location:

Exterior Walls	Type	<b>WOOD</b>	North	Condition:	New	Good	Fair	Poor
			South	Condition:	New	Good	Fair	Poor
			East	Condition:	New	Good	Fair	Poor
			West	Condition:	New	Good	Fair	Poor

Comments:

Location:

Windows/Doors	Type	<b>UNKNOWN</b>	North	Condition:	New	Good	Fair	Poor
			South	Condition:	New	Good	Fair	Poor
			East	Condition:	New	Good	Fair	Poor
			West	Condition:	New	Good	Fair	Poor

Comments:

Foundation	Type	<b>Slab</b>	Crawlspace	Yes	No
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Frost Wall								
On Cmu Blocks/Piers	North	Condition:	New	Good	Fair	Poor		
Full Foundation	South	Condition:	New	Good	Fair	Poor		
	East	Condition:	New	Good	Fair	Poor		
	West	Condition:	New	Good	Fair	Poor		

Comments:

Interior:	Ceiling Type	<b>DRYWALL</b>	North	Condition:	New	Good	Fair	Poor
			South	Condition:	New	Good	Fair	Poor
			East	Condition:	New	Good	Fair	Poor
			West	Condition:	New	Good	Fair	Poor

Comments:

Wall Type	<b>DRYWALL</b>	North	Condition:	New	Good	Fair	Poor
		South	Condition:	New	Good	Fair	Poor
		East	Condition:	New	Good	Fair	Poor
		West	Condition:	New	Good	Fair	Poor

Comments:

Floor Type	<b>CONCRETE SLAB</b>	North	Condition:	New	Good	Fair	Poor
		South	Condition:	New	Good	Fair	Poor
		East	Condition:	New	Good	Fair	Poor
		West	Condition:	New	Good	Fair	Poor

Comments:

# SITE INSPECTION FORM

Date: 6/7/2022  
 Address: 80 State Highway Route 6

Building Name/Number: CABIN #1

## Building Features

Building Construction Type	Wood Frame	Cmu Block	Wood Frame/Cmu Block	Metal Mobile Home
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Location:				
Roof	Type	ASPHALT	Front	Condition: New Good Fair Poor
			Rear	Condition: New Good Fair Poor

Comments: \_\_\_\_\_

Location:				
Exterior Walls	Type	WOOD	North	Condition: New Good Fair Poor
			South	Condition: New Good Fair Poor
			East	Condition: New Good Fair Poor
			West	Condition: New Good Fair Poor

Comments: Portions on exterior wall at or below grade

Location:				
Windows/Doors	Type	UNKNOWN	North	Condition: New Good Fair Poor
			South	Condition: New Good Fair Poor
			East	Condition: New Good Fair Poor
			West	Condition: New Good Fair Poor

Comments: \_\_\_\_\_

Foundation	Type	Slab	Crawlspace	Yes	No
		Frost Wall			
		On Cmu Blocks/Piers	North	Condition: New Good Fair Poor	
		Full Foundation	South	Condition: New Good Fair Poor	
			East	Condition: New Good Fair Poor	
			West	Condition: New Good Fair Poor	

Comments: \_\_\_\_\_

Interior:	Ceiling Type	CEILING TILE	North	Condition: New Good Fair Poor
			South	Condition: New Good Fair Poor
			East	Condition: New Good Fair Poor
			West	Condition: New Good Fair Poor

Comments: Homasote Ceiling Tiles

Wall Type	WALL BOARD	North	Condition: New Good Fair Poor
	WOOD WAINSCOT	South	Condition: New Good Fair Poor
		East	Condition: New Good Fair Poor
		West	Condition: New Good Fair Poor

Comments: Homasote Wall Board

Floor Type	Vinyl	North	Condition: New Good Fair Poor
	Carpet	South	Condition: New Good Fair Poor
		East	Condition: New Good Fair Poor
		West	Condition: New Good Fair Poor

Comments: \_\_\_\_\_

Utilities	GAS	Yes	No		
	SMOKE DETECTOR	Yes	No	Age	UNKNOWN
	HEAT DETECTOR	Yes	No	Age	NOT REQUIRED

# SITE INSPECTION FORM

Date: 6/7/2022  
 Address: 80 State Highway Route 6

Building Name/Number: CABIN #2

## Building Features

Building Construction Type	Wood Frame	Cmu Block	Wood Frame/Cmu Block	Metal Mobile Home
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Roof	Type	ASPHALT	Location:	Front	Condition:	New	Good	Fair	Poor
				Rear	Condition:	New	Good	Fair	Poor

Comments: \_\_\_\_\_

Exterior Walls	Type	WOOD	Location:	North	Condition:	New	Good	CAA	Poor
				South	Condition:	New	Good	Fair	Poor
				East	Condition:	New	Good	Fair	Poor
				West	Condition:	New	Good	Fair	Poor

Comments: All exterior walls above grade

Windows/Doors	Type	UNKNOWN	Location:	North	Condition:	New	Good	Fair	Poor
				South	Condition:	New	Good	Fair	Poor
				East	Condition:	New	Good	Fair	Poor
				West	Condition:	New	Good	Fair	Poor

Comments: \_\_\_\_\_

Foundation	Type	Slab	Crawlspace	Yes	No			
		Frost Wall						
		On Cmu Blocks/Piers	North	Condition:	New	Good	Fair	Poor
		Full Foundation	South	Condition:	New	Good	Fair	Poor
			East	Condition:	New	Good	Fair	Poor
			West	Condition:	New	Good	Fair	Poor

Comments: \_\_\_\_\_

Interior:	Ceiling Type	CEILING TILE	North	Condition:	New	Good	Fair	Poor
			South	Condition:	New	Good	Fair	Poor
			East	Condition:	New	Good	Fair	Poor
			West	Condition:	New	Good	Fair	Poor

Comments: Homasote Ceiling Tiles

Wall Type	WALL BOARD	North	Condition:	New	Good	Fair	Poor
	WOOD WAINSCOT	South	Condition:	New	Good	Fair	Poor
		East	Condition:	New	Good	Fair	Poor
		West	Condition:	New	Good	Fair	Poor

Comments: Homasote Wall Board

Floor Type	Vinyl	North	Condition:	New	Good	Fair	Poor
	Carpet	South	Condition:	New	Good	Fair	Poor
		East	Condition:	New	Good	Fair	Poor
		West	Condition:	New	Good	Fair	Poor

Comments: \_\_\_\_\_

Utilities	GAS	Yes	No		
	SMOKE DETECTOR	Yes	No	Age	UNKNOWN
	HEAT DETECTOR	Yes	No	Age	NOT REQUIRED

# SITE INSPECTION FORM

Date: 6/7/2022  
 Address: 80 State Highway Route 6

Building Name/Number: CABIN #3

## Building Features

Building Construction Type	Wood Frame	Cmu Block	Wood Frame/Cmu Block	Metal Mobile Home
Roof	Type	ASPHALT	Front	Condition: New Good Fair Poor
			Rear	Condition: New Good Fair Poor

Location: \_\_\_\_\_  
 \_\_\_\_\_

Exterior Walls	Type	WOOD	North	Condition: New Good CAA Poor
			South	Condition: New Good Fair Poor
			East	Condition: New Good Fair Poor
			West	Condition: New Good Fair Poor

Comments: All exterior walls above grade  
 \_\_\_\_\_

Windows/Doors	Type	UNKNOWN	North	Condition: New Good Fair Poor
			South	Condition: New Good Fair Poor
			East	Condition: New Good Fair Poor
			West	Condition: New Good Fair Poor

Location: \_\_\_\_\_  
 \_\_\_\_\_

Foundation	Type	Slab	Crawlspace	Yes	No
		Frost Wall			
		On Cmu Blocks/Piers	North	Condition: New Good Fair Poor	
		Full Foundation	South	Condition: New Good Fair Poor	
			East	Condition: New Good Fair Poor	
			West	Condition: New Good Fair Poor	

Comments: \_\_\_\_\_  
 \_\_\_\_\_

Interior:	Ceiling Type	CEILING TILE	North	Condition: New Good Fair Poor
			South	Condition: New Good Fair Poor
			East	Condition: New Good Fair Poor
			West	Condition: New Good Fair Poor

Comments: Homasote Ceiling Tiles  
 \_\_\_\_\_

Wall Type	WALL BOARD	North	Condition: New Good Fair Poor
	WOOD WAINSCOT	South	Condition: New Good Fair Poor
		East	Condition: New Good Fair Poor
		West	Condition: New Good Fair Poor

Comments: Homasote Wall Board  
 \_\_\_\_\_

Floor Type	Vinyl	North	Condition: New Good Fair Poor
	Carpet	South	Condition: New Good Fair Poor
		East	Condition: New Good Fair Poor
		West	Condition: New Good Fair Poor

Comments: \_\_\_\_\_

Utilities	GAS	Yes	No		
	SMOKE DETECTOR	Yes	No	Age	UNKNOWN
	HEAT DETECTOR	Yes	No	Age	NOT REQUIRED

# SITE INSPECTION FORM

Date: 6/7/2022  
 Address: 80 State Highway Route 6

Building Name/Number: CABIN #4

## Building Features

Building Construction Type	Wood Frame	Cmu Block	Wood Frame/Cmu Block	Metal Mobile Home
Roof	Type	ASPHALT	Front	Condition: New Good Fair Poor
			Rear	Condition: New Good Fair Poor

Comments: \_\_\_\_\_  
 \_\_\_\_\_

Exterior Walls	Type	WOOD	North	Condition: New Good CAA Poor
			South	Condition: New Good Fair Poor
			East	Condition: New Good Fair Poor
			West	Condition: New Good Fair Poor

Comments: All exterior walls above grade  
 \_\_\_\_\_

Windows/Doors	Type	UNKNOWN	North	Condition: New Good Fair Poor
			South	Condition: New Good Fair Poor
			East	Condition: New Good Fair Poor
			West	Condition: New Good Fair Poor

Comments: \_\_\_\_\_  
 \_\_\_\_\_

Foundation	Type	Slab	Crawlspace	Yes	No
		Frost Wall			
		On Cmu Blocks/Piers	North	Condition: New Good Fair Poor	
		Full Foundation	South	Condition: New Good Fair Poor	
			East	Condition: New Good Fair Poor	
			West	Condition: New Good Fair Poor	

Comments: \_\_\_\_\_  
 \_\_\_\_\_

Interior:	Ceiling Type	CEILING TILE	North	Condition: New Good Fair Poor
			South	Condition: New Good Fair Poor
			East	Condition: New Good Fair Poor
			West	Condition: New Good Fair Poor

Comments: Homasote Ceiling Tiles  
 \_\_\_\_\_

Wall Type	WALL BOARD	North	Condition: New Good Fair Poor
	WOOD WAINSCOT	South	Condition: New Good Fair Poor
		East	Condition: New Good Fair Poor
		West	Condition: New Good Fair Poor

Comments: Homasote Wall Board  
 \_\_\_\_\_

Floor Type	Vinyl	North	Condition: New Good Fair Poor
	Carpet	South	Condition: New Good Fair Poor
		East	Condition: New Good Fair Poor
		West	Condition: New Good Fair Poor

Comments: \_\_\_\_\_  
 \_\_\_\_\_

Utilities	GAS	Yes	No		
	SMOKE DETECTOR	Yes	No	Age	UNKNOWN
	HEAT DETECTOR	Yes	No	Age	NOT REQUIRED

# SITE INSPECTION FORM

Date: 6/7/2022  
 Address: 80 State Highway Route 6

Building Name/Number: CABIN # 5/ #6 Duplex

## Building Features

Building Construction Type	Wood Frame	Cmu Block	Wood Frame/Cmu Block	Metal Mobile Home
Roof	Type	ASPHALT	Front	Condition: New Good Fair Poor
			Rear	Condition: New Good Fair Poor

Location: \_\_\_\_\_  
 Comments: \_\_\_\_\_

Exterior Walls	Type	WOOD	North	Condition: New Good CAA Poor
			South	Condition: New Good Fair Poor
			East	Condition: New Good Fair Poor
			West	Condition: New Good Fair Poor

Location: \_\_\_\_\_  
 Comments: Portions on exterior wall at or below grade

Windows/Doors	Type	UNKNOWN	North	Condition: New Good Fair Poor
			South	Condition: New Good Fair Poor
			East	Condition: New Good Fair Poor
			West	Condition: New Good Fair Poor

Location: \_\_\_\_\_  
 Comments: \_\_\_\_\_

Foundation	Type	Slab	Crawlspace	Yes	No
		Frost Wall			
		On Cmu Blocks/Piers	North	Condition: New Good Fair Poor	
			South	Condition: New Good Fair Poor	
		Full Foundation	East	Condition: New Good Fair Poor	
			West	Condition: New Good Fair Poor	

Location: \_\_\_\_\_  
 Comments: \_\_\_\_\_

Interior:	Ceiling Type	CEILING TILE	North	Condition: New Good Fair Poor
			South	Condition: New Good Fair Poor
			East	Condition: New Good Fair Poor
			West	Condition: New Good Fair Poor

Location: \_\_\_\_\_  
 Comments: Homasote Ceiling Tiles

Wall Type	WALL BOARD	North	Condition: New Good Fair Poor
	WOOD WAINSCOT	South	Condition: New Good Fair Poor
		East	Condition: New Good Fair Poor
		West	Condition: New Good Fair Poor

Location: \_\_\_\_\_  
 Comments: Homasote Wall Board

Floor Type	Vinyl	North	Condition: New Good Fair Poor
	Carpet	South	Condition: New Good Fair Poor
		East	Condition: New Good Fair Poor
		West	Condition: New Good Fair Poor

Location: \_\_\_\_\_  
 Comments: \_\_\_\_\_

Utilities	GAS	Yes	No	
	SMOKE DETECTOR	Yes	No	Age UNKNOWN
	HEAT DETECTOR	Yes	No	Age NOT REQUIRED

# SITE INSPECTION FORM

Date: 6/7/2022  
 Address: 80 State Highway Route 6

Building Name/Number: CABIN #7

## Building Features

Building Construction Type	<input type="checkbox"/>	<input checked="" type="checkbox"/> Wood Frame	<input type="checkbox"/> Cmu Block	<input type="checkbox"/> Wood Frame/Cmu Block	<input type="checkbox"/> Metal Mobile Home			
Roof	Type	ASPHALT	Location:	Condition:	New	Good	Fair	Poor
			Front	Condition:	New	Good	Fair	Poor
			Rear	Condition:	New	Good	Fair	Poor

Comments: \_\_\_\_\_  
 \_\_\_\_\_

Exterior Walls	Type	WOOD	Location:	Condition:	New	Good	CAA	Poor
			North	Condition:	New	Good	Fair	Poor
			South	Condition:	New	Good	Fair	Poor
			East	Condition:	New	Good	Fair	Poor
			West	Condition:	New	Good	Fair	Poor

Comments: All exterior walls above grade  
 \_\_\_\_\_

Windows/Doors	Type	UNKNOWN	Location:	Condition:	New	Good	Fair	Poor
			North	Condition:	New	Good	Fair	Poor
			South	Condition:	New	Good	Fair	Poor
			East	Condition:	New	Good	Fair	Poor
			West	Condition:	New	Good	Fair	Poor

Comments: \_\_\_\_\_  
 \_\_\_\_\_

Foundation	Type	Slab	Crawlspace	Yes	No			
		Frost Wall						
		On Cmu Blocks/Piers	North	Condition:	New	Good	Fair	Poor
		Full Foundation	South	Condition:	New	Good	Fair	Poor
			East	Condition:	New	Good	Fair	Poor
			West	Condition:	New	Good	Fair	Poor

Comments: \_\_\_\_\_  
 \_\_\_\_\_

Interior:	Ceiling Type	CEILING TILE	North	Condition:	New	Good	Fair	Poor
			South	Condition:	New	Good	Fair	Poor
			East	Condition:	New	Good	Fair	Poor
			West	Condition:	New	Good	Fair	Poor

Comments: Homasote Ceiling Tiles  
 \_\_\_\_\_

Wall Type	WALL BOARD	North	Condition:	New	Good	Fair	Poor
	WOOD WAINSCOT	South	Condition:	New	Good	Fair	Poor
		East	Condition:	New	Good	Fair	Poor
		West	Condition:	New	Good	Fair	Poor

Comments: Homasote Wall Board  
 \_\_\_\_\_

Floor Type	Vinyl	North	Condition:	New	Good	Fair	Poor
	Carpet	South	Condition:	New	Good	Fair	Poor
		East	Condition:	New	Good	Fair	Poor
		West	Condition:	New	Good	Fair	Poor

Comments: \_\_\_\_\_  
 \_\_\_\_\_

Utilities	GAS	Yes	No		
	SMOKE DETECTOR	Yes	No	Age	UNKNOWN
	HEAT DETECTOR	Yes	No	Age	NOT REQUIRED



# SITE INSPECTION FORM

Date: 6/7/2022  
 Address: 80 State Highway Route 6

Building Name/Number: Bathroom Building - Center Street

## Building Features

Building Construction Type	<input type="checkbox"/> Wood Frame	<input type="checkbox"/> Cmu Block	<input type="checkbox"/> Wood Frame/Cmu Block	<input type="checkbox"/> Metal Mobile Home
----------------------------	-------------------------------------	------------------------------------	---	--

Location:				
Roof	Type	ASPHALT	Front	Condition: New Good Fair Poor
			Rear	Condition: New Good Fair Poor

Comments: \_\_\_\_\_  
 \_\_\_\_\_

Location:

Exterior Walls	Type	WOOD	North	Condition: New Good Fair Poor
			South	Condition: New Good Fair Poor
			East	Condition: New Good Fair Poor
			West	Condition: New Good Fair Poor

Comments: \_\_\_\_\_  
 \_\_\_\_\_

Location:

Windows/Doors	Type	UNKNOWN	North	Condition: New Good Fair Poor
			South	Condition: New Good Fair Poor
			East	Condition: New Good Fair Poor
			West	Condition: New Good Fair Poor

Comments: \_\_\_\_\_  
 \_\_\_\_\_

Foundation	Type	Slab	Crawlspace	Yes	No
		Frost Wall			
		On Cmu Blocks/Piers	North	Condition: New Good Fair Poor	
		Full Foundation	South	Condition: New Good Fair Poor	
			East	Condition: New Good Fair Poor	
			West	Condition: New Good Fair Poor	

Comments: \_\_\_\_\_  
 \_\_\_\_\_

Interior:	Ceiling Type	DRYWALL	North	Condition: New Good Fair Poor
			South	Condition: New Good Fair Poor
			East	Condition: New Good Fair Poor
			West	Condition: New Good Fair Poor

Comments: \_\_\_\_\_  
 \_\_\_\_\_

Wall Type	DRYWALL	North	Condition: New Good Fair Poor
		South	Condition: New Good Fair Poor
		East	Condition: New Good Fair Poor
		West	Condition: New Good Fair Poor

Comments: \_\_\_\_\_  
 \_\_\_\_\_

Floor Type	CONCRETE SLAB	North	Condition: New Good Fair Poor
		South	Condition: New Good Fair Poor
		East	Condition: New Good Fair Poor
		West	Condition: New Good Fair Poor

Comments: \_\_\_\_\_  
 \_\_\_\_\_

# SITE INSPECTION FORM

Date: 6/7/2022  
 Address: 80 State Highway Route 6

Building Name/Number: Cottage #9

## Building Features

cot

Building Construction Type	<input checked="" type="checkbox"/> Wood Frame	<input type="checkbox"/> Cmu Block	<input type="checkbox"/> Wood Frame/Cmu Block	<input type="checkbox"/> Metal Mobile Home
----------------------------	--	------------------------------------	---	--

Location:

Roof	Type	ASPHALT	Front	Condition:	New	Good	Fair	Poor
			Rear	Condition:	New	Good	Fair	Poor

Comments:

Location:

Exterior Walls	Type	WOOD	North	Condition:	New	Good	CAA	Poor
			South	Condition:	New	Good	Fair	Poor
			East	Condition:	New	Good	Fair	Poor
			West	Condition:	New	Good	Fair	Poor

Comments:

Portions of exterior wall at or below grade

Location:

Windows/Doors	Type	UNKNOWN	North	Condition:	New	Good	Fair	Poor
			South	Condition:	New	Good	Fair	Poor
			East	Condition:	New	Good	Fair	Poor
			West	Condition:	New	Good	Fair	Poor

Comments:

Foundation	Type	Slab	Crawlspace		Yes	No			
		Frost Wall	North	Condition:	New	Good	Fair	Poor	
		Full Foundation	South	Condition:	New	Good	Fair	Poor	
			East	Condition:	New	Good	Fair	Poor	
			West	Condition:	New	Good	Fair	Poor	

Comments:

Interior:	Ceiling Type	CEILING TILE	North	Condition:	New	Good	Fair	Poor
			South	Condition:	New	Good	Fair	Poor
			East	Condition:	New	Good	Fair	Poor
			West	Condition:	New	Good	Fair	Poor

Comments:

Homasote Ceiling Tiles

Wall Type	WALL BOARD	North	Condition:	New	Good	Fair	Poor
	WOOD WAINSCOT	South	Condition:	New	Good	Fair	Poor
		East	Condition:	New	Good	Fair	Poor
		West	Condition:	New	Good	Fair	Poor

Comments:

Homasote Wall Board

Floor Type	Vinyl	North	Condition:	New	Good	Fair	Poor
	Carpet	South	Condition:	New	Good	Fair	Poor
		East	Condition:	New	Good	Fair	Poor
		West	Condition:	New	Good	Fair	Poor

Comments:

Utilities	GAS	Yes	No	
	SMOKE DETECTOR	Yes	No	Age UNKNOWN
	HEAT DETECTOR	Yes	No	Age REQUIRED

# SITE INSPECTION FORM

Date: 6/7/2022  
 Address: 80 State Highway Route 6

Building Name/Number: Cottage #10

## Building Features

cot

Building Construction Type		Wood Frame	Cmu Block	Wood Frame/Cmu Block	Metal Mobile Home		
Roof	Type	ASPHALT	Front	Condition: New	Good	Fair	Poor
			Rear	Condition: New	Good	Fair	Poor

Comments:

Location:

Exterior Walls	Type	WOOD	North	Condition: New	Good	CAA	Poor
			South	Condition: New	Good	Fair	Poor
			East	Condition: New	Good	Fair	Poor
			West	Condition: New	Good	Fair	Poor

Comments:

Portions of exterior wall at grade

Location:

Windows/Doors	Type	UNKNOWN	North	Condition: New	Good	Fair	Poor
			South	Condition: New	Good	Fair	Poor
			East	Condition: New	Good	Fair	Poor
			West	Condition: New	Good	Fair	Poor

Comments:

Foundation	Type	Slab	Crawlspace	Yes	No		
		Frost Wall					
		On Cmu Blocks/Piers	North	Condition: New	Good	Fair	Poor
		Full Foundation	South	Condition: New	Good	Fair	Poor
			East	Condition: New	Good	Fair	Poor
			West	Condition: New	Good	Fair	Poor

Comments:

Interior:	Ceiling Type	CEILING TILE	North	Condition: New	Good	Fair	Poor
			South	Condition: New	Good	Fair	Poor
			East	Condition: New	Good	Fair	Poor
			West	Condition: New	Good	Fair	Poor

Comments:

Homasote Ceiling Tiles

Wall Type	WALL BOARD	North	Condition: New	Good	Fair	Poor
	WOOD WAINSCOT	South	Condition: New	Good	Fair	Poor
		East	Condition: New	Good	Fair	Poor
		West	Condition: New	Good	Fair	Poor

Comments:

Homasote Wall Board

Floor Type	Vinyl	North	Condition: New	Good	Fair	Poor
	Carpet	South	Condition: New	Good	Fair	Poor
		East	Condition: New	Good	Fair	Poor
		West	Condition: New	Good	Fair	Poor

Comments:

Utilities	GAS	Yes	No		
	SMOKE DETECTOR	Yes	No	Age	UNKNOWN
	HEAT DETECTOR	Yes	No	Age	REQUIRED

# SITE INSPECTION FORM

Date: 6/7/2022  
 Address: 80 State Highway Route 6

Building Name/Number: Cottage #11

## Building Features

cot

Building Construction Type	Wood Frame	Cmu Block	Wood Frame/Cmu Block	Metal Mobile Home			
Roof	Type	ASPHALT	Front	Condition: New	Good	Fair	Poor
			Rear	Condition: New	Good	Fair	Poor

Comments:

Location:

Exterior Walls	Type	WOOD	North	Condition: New	Good	CAA	Poor
			South	Condition: New	Good	Fair	Poor
			East	Condition: New	Good	Fair	Poor
			West	Condition: New	Good	Fair	Poor

Comments:

All exterior walls above grade

Location:

Windows/Doors	Type	UNKNOWN	North	Condition: New	Good	Fair	Poor
			South	Condition: New	Good	Fair	Poor
			East	Condition: New	Good	Fair	Poor
			West	Condition: New	Good	Fair	Poor

Comments:

Foundation	Type	Slab	Crawlspace	Yes	No		
		Frost Wall					
		On Cmu Blocks/Piers	North	Condition: New	Good	Fair	Poor
		Full Foundation	South	Condition: New	Good	Fair	Poor
			East	Condition: New	Good	Fair	Poor
			West	Condition: New	Good	Fair	Poor

Comments:

Interior:	Ceiling Type	CEILING TILE	North	Condition: New	Good	Fair	Poor
			South	Condition: New	Good	Fair	Poor
			East	Condition: New	Good	Fair	Poor
			West	Condition: New	Good	Fair	Poor

Comments:

Homasote Ceiling Tiles

Wall Type	WALL BOARD	North	Condition: New	Good	Fair	Poor
	WOOD WAINSCOT	South	Condition: New	Good	Fair	Poor
		East	Condition: New	Good	Fair	Poor
		West	Condition: New	Good	Fair	Poor

Comments:

Homasote Wall Board

Floor Type	Vinyl	North	Condition: New	Good	Fair	Poor
	Carpet	South	Condition: New	Good	Fair	Poor
		East	Condition: New	Good	Fair	Poor
		West	Condition: New	Good	Fair	Poor

Comments:

Utilities	GAS	Yes	No		
	SMOKE DETECTOR	Yes	No	Age	UNKNOWN
	HEAT DETECTOR	Yes	No	Age	REQUIRED

# SITE INSPECTION FORM

Date: 6/7/2022  
 Address: 80 State Highway Route 6

Building Name/Number: Cottage #12

## Building Features

cot

Building Construction Type	Wood Frame	Cmu Block	Wood Frame/Cmu Block	Metal Mobile Home
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Location:

Roof	Type	ASPHALT	Front	Condition:	New	Good	Fair	Poor
			Rear	Condition:	New	Good	Fair	Poor

Comments:

Location:

Exterior Walls	Type	WOOD	North	Condition:	New	Good	CAA	Poor
			South	Condition:	New	Good	Fair	Poor
			East	Condition:	New	Good	Fair	Poor
			West	Condition:	New	Good	Fair	Poor

Comments:

Portions of exterior wall at or above grade

Location:

Windows/Doors	Type	UNKNOWN	North	Condition:	New	Good	Fair	Poor
			South	Condition:	New	Good	Fair	Poor
			East	Condition:	New	Good	Fair	Poor
			West	Condition:	New	Good	Fair	Poor

Comments:

Foundation	Type	Slab	Crawlspace	Yes	No			
		Frost Wall						
		On Cmu Blocks/Piers	North	Condition:	New	Good	Fair	Poor
		Full Foundation	South	Condition:	New	Good	Fair	Poor
			East	Condition:	New	Good	Fair	Poor
			West	Condition:	New	Good	Fair	Poor

Comments:

Interior:	Ceiling Type	CEILING TILE	North	Condition:	New	Good	Fair	Poor
			South	Condition:	New	Good	Fair	Poor
			East	Condition:	New	Good	Fair	Poor
			West	Condition:	New	Good	Fair	Poor

Comments:

Homasote Ceiling Tiles

Wall Type	WALL BOARD	North	Condition:	New	Good	Fair	Poor
	WOOD WAINSCOT	South	Condition:	New	Good	Fair	Poor
		East	Condition:	New	Good	Fair	Poor
		West	Condition:	New	Good	Fair	Poor

Comments:

Homasote Wall Board

Floor Type	Vinyl	North	Condition:	New	Good	Fair	Poor
	Carpet	South	Condition:	New	Good	Fair	Poor
		East	Condition:	New	Good	Fair	Poor
		West	Condition:	New	Good	Fair	Poor

Comments:

Utilities	GAS	Yes	No		
	SMOKE DETECTOR	Yes	No	Age	UNKNOWN
	HEAT DETECTOR	Yes	No	Age	REQUIRED

# SITE INSPECTION FORM

Date: 6/7/2022  
 Address: 80 State Highway Route 6

Building Name/Number: OFFICE

## Building Features

Building Construction Type	Wood Frame	Cmu Block	Wood Frame/Cmu Block	Metal Mobile Home
Roof	Type: ASPHALT	Location: Front	Condition: New Good	Fair Poor
		Location: Rear	Condition: New Good	Fair Poor

Comments: \_\_\_\_\_  
 \_\_\_\_\_

Exterior Walls	Type	WOOD	Location	Condition	New	Good	Fair	Poor
			North	Condition:	New	Good	Fair	Poor
			South	Condition:	New	Good	Fair	Poor
			East	Condition:	New	Good	Fair	Poor
			West	Condition:	New	Good	Fair	Poor

Comments: Portions of exterior wall below grade  
 \_\_\_\_\_

Windows/Doors	Type	UNKNOWN	Location	Condition	New	Good	Fair	Poor
			North	Condition:	New	Good	Fair	Poor
			South	Condition:	New	Good	Fair	Poor
			East	Condition:	New	Good	Fair	Poor
			West	Condition:	New	Good	Fair	Poor

Comments: \_\_\_\_\_  
 \_\_\_\_\_

Foundation	Type	Slab	Crawlspace	Yes	No
		Frost Wall			
		On Cmu Blocks/Piers	North	Condition:	New Good Fair Poor
		Full Foundation	South	Condition:	New Good Fair Poor
			East	Condition:	New Good Fair Poor
			West	Condition:	New Good Fair Poor

Comments: \_\_\_\_\_  
 \_\_\_\_\_

Interior:	Ceiling Type	CEILING TILE	Location	Condition	New	Good	Fair	Poor
			North	Condition:	New	Good	Fair	Poor
			South	Condition:	New	Good	Fair	Poor
			East	Condition:	New	Good	Fair	Poor
			West	Condition:	New	Good	Fair	Poor

Comments: Homasote ceiling tiles  
 \_\_\_\_\_

Wall Type	WOOD	Location	Condition	New	Good	Fair	Poor
	DRYWALL	South	Condition:	New	Good	Fair	Poor
	HOMASOTE	East	Condition:	New	Good	Fair	Poor
		West	Condition:	New	Good	Fair	Poor

Comments: \_\_\_\_\_  
 \_\_\_\_\_

Floor Type	Vinyl	Location	Condition	New	Good	Fair	Poor
	Unknown	South	Condition:	New	Good	Fair	Poor
		East	Condition:	New	Good	Fair	Poor
		West	Condition:	New	Good	Fair	Poor

Comments: Floor Tiles on portion of floor could contain Asbestos  
 \_\_\_\_\_

Fire Alarm	Yes	No	Age

# SITE INSPECTION FORM

Date: 6/7/2022  
 Address: 80 State Highway Route 6

Building Name/Number: Storage Building - Pump House

## Building Features

Building Construction Type	Wood Frame	Cmu Block	Wood Frame/Cmu Block	Metal Mobile Home
Roof	Type	ASPHALT	Location:	
			Front	Condition: New Good Fair Poor
			Rear	Condition: New Good Fair Poor

Comments: \_\_\_\_\_  
 \_\_\_\_\_

Exterior Walls	Type	WOOD	Location:	
			North	Condition: New Good Fair Poor
			South	Condition: New Good Fair Poor
			East	Condition: New Good Fair Poor
			West	Condition: New Good Fair Poor

Comments: \_\_\_\_\_  
 \_\_\_\_\_

Windows/Doors	Type	UNKNOWN	Location:	
			North	Condition: New Good Fair Poor
			South	Condition: New Good Fair Poor
			East	Condition: New Good Fair Poor
			West	Condition: New Good Fair Poor

Comments: \_\_\_\_\_  
 \_\_\_\_\_

Foundation	Type	Slab	Crawlspace	Yes	No
		Frost Wall			
		On Cmu Blocks/Piers	North	Condition: New Good Fair Poor	
		Full Foundation	South	Condition: New Good Fair Poor	
			East	Condition: New Good Fair Poor	
			West	Condition: New Good Fair Poor	

Comments: Dirt floor at Pump  
 \_\_\_\_\_

Interior:	Ceiling Type	EXPOSED	North	Condition: New Good Fair Poor
			South	Condition: New Good Fair Poor
			East	Condition: New Good Fair Poor
			West	Condition: New Good Fair Poor

Comments: \_\_\_\_\_  
 \_\_\_\_\_

Wall Type	EXPOSED FRAMING	North	Condition: New Good Fair Poor
		South	Condition: New Good Fair Poor
		East	Condition: New Good Fair Poor
		West	Condition: New Good Fair Poor

Comments: \_\_\_\_\_  
 \_\_\_\_\_

Floor Type	CONCRETE SLAB	North	Condition: New Good Fair Poor
	DIRT	South	Condition: New Good Fair Poor
		East	Condition: New Good Fair Poor
		West	Condition: New Good Fair Poor

Comments: \_\_\_\_\_  
 \_\_\_\_\_



**TOWN OF WELLFLEET**  
**Inspector of Wires**

220 West Main Street  
Wellfleet, MA 02667  
508-349-0309 Fax 508-349-0327

**Sean Donoghue**  
**Wiring Inspector**

June 23 2022

RE: Maurice's Campground, 80 State Highway, Route 6, Wellfleet, MA.

The following items were observed on the walk through:

**Main Store~**

1. Existing 200 A service with a 100 A sub panel
2. Open junction boxes
3. Some outside equipment is wired with wire rated for indoor use only

**Cottages 1-12, and Main Office~**

1. These buildings "ALL" run off of 2-100 A services

**Storage Shed (Pump House)~**

1. 100 A over head service

**Center Street, Bath House~**

1. 8 circuit load center is in the bathroom, this is not permitted

**Fourth Street Bath House~**

1. Load Center located in bathroom, "Not Permitted"
2. Feed to panel runs through notched gutter overhead from another building
3. Open knockouts in room with oil fired Hot Water Heater

**Annex~**

1. Load center located in bathroom "Not Permitted"

Thank you,

  
Sean Donoghue, Inspector of Wires, Town of Wellfleet

6/23/2022, 11:18:22 AM



John A. Wolf  
Member, Wellfleet Selectboard  
65 Cannon Hill Rd.  
Wellfleet, Ma. 02667-8709

## MAURICE'S CAMPGROUND infrastructure report- mechanicals

EQUIPMENT	CONDITION	RECOMMENDATION
water heater-cabins 1 A.O. Smith 75 gal. gas	O-K, probably 7 yrs.	When replacement is needed, replace w/high-efficiency HTP Phoenix® 55-gal. model PH-100-55, 100 kBtu input gas
boiler/indirect water heater cabins 2-provides baseboard heat & hot water	Cast-iron boiler, 1995, should still be good to go. SuperStor SSE-80 indirect water heater is stainless steel, should be o-k for a good while.	No action needed for foreseeable future, if ever needed replace w/ same. Circulator pumps may need replacement at some point.
space heating-office	floor furnace, relatively new	this type of heater is no longer code-approved, but since this is not living space, no action needed
water heater-shower	Bock mod. 71E oil-fired 55 gal. glass-lined steel. Mfg. date 2/2013	9 years old, probably good for 5- 6 more years. Needs new smoke- pipe, re-cement pipe to chimney. Strongly recommend replace oil return line w/deaerator (such as Tiger Loop® or Mitco Smart-Flo® Strongly recommend cleaning/ tune-up
Well #1	Gould shallow-well jet pump appears to be 1-hp.	Pump appears in good condition, has fiberglas pressure tank, which should not require replacement for foresee- able future

Well #2	Submersible pump, unknown make/model/age, probably 1 or 1-1/2 hp.	These pumps usually last a long time. Has old-style wellhead, not pitiless adapter. O-k for now, but will have to be changed if pump is ever replaced.
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## NOTES ON WELLS/WATER QUALITY

Well water on the outer Cape is generally quite acidic; it would be good idea to have it tested for pH. Currently there is no water treatment for the campground water supply, therefore it would be wise to check the condition of any metallic piping. Adding acid neutralization gear to the wells would be worth considering in order to prevent further deterioration of the plumbing infrastructure.

The pressure/water storage tank(s) were purchased from the Otis installation in No. Truro, and are made of 3/4" thick steel; should never need attention.

## NOTE ON MAIN ROADWAY

I completed my survey on June 9, 2022, following a period of very heavy rain (approx. 2"-3" overnight and in the morning). The main road into the camp had deeply ponded near the trash/recycling center, something we will need to address.

Key: 4671

Town of WELLFLEET - Fiscal Year 2021

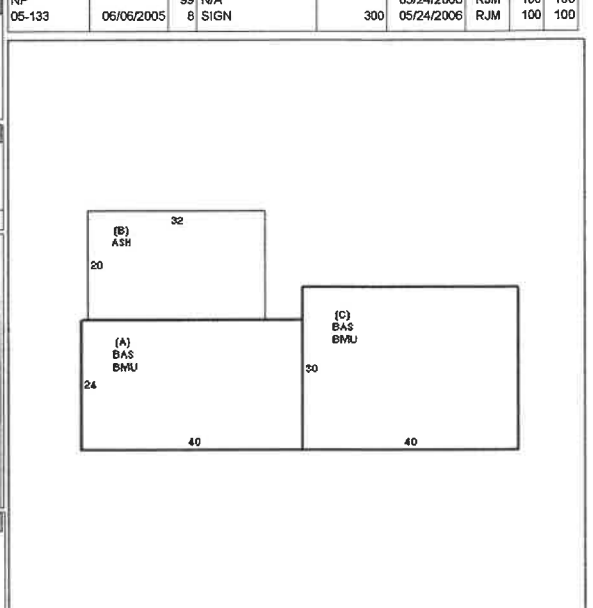
10/10/2020 11:33 pm SEQ# 4,863

CURRENT OWNER		PARCEL ID	LOCATION		CLASS	CLASS%	DESCRIPTION		BN ID	BN	CARD				
GAUTHIER MAURICE M & JOHN G & GAUTHIER MARTIN 80 STATE HWY WELLFLEET, MA 02867		47-23-0	80 STATE HWY RTE 6		3020	100	INNS			1	1 of 13				
TRANSFER HISTORY		DOS	T	SALE PRICE	BK-PG	Cart	FMT NO	PMT DT	TY	DESC	AMOUNT	INSP	BY	1st	%
GAUTHIER MAURICE M & JOH		07/11/1977	A		1	2543-214	15X391000	10/07/2015	3	MAINTENANCE	1,000	05/02/2016	RJM	100	100
							10-44	08/07/2013	7	CYCLICAL		08/07/2013	SF	100	100
							NP	01/19/2010	3	MAINTENANCE	8,000	06/28/2011	DF	100	100
							05-133	06/06/2005	8	SIGN	300	05/24/2006	RJM	100	100

CD	T	AC/FAUN	Nbhd	INFL1	INFL2	ADJ BASE	SAF	Scenic	Lpi	VC	CREDIT AMT	ADJ VALUE			
103	S	338,000	C	1.00	L70	0.70	100	1.00	218,400	1.00	100	1.00	C2	1.00	1,694,660
203	A	5,739	C	1.00	L70	0.70	100	1.00	43,680	1.00	100	1.00	C2	1.00	250,680
303	A	7,751	C	1.00	L70	0.70	100	1.00	12,320	1.00	100	1.00	C2	1.00	95,490

TOTAL	21.250 Acres	ZONING	R40	FRNT	0	ASSESSED	CURRENT	PREVIOUS
Nbhd	COMMERCIAL	N ASSOC PAR 1=203-30 2/ LCP 23487// MAURICE'S TENT & TRAILER PARK				LAND	2,040,800	2,040,800
INFL1	LOC 70					BUILDING	131,500	132,600
INFL2	NO ADJUST					DETACHED	27,400	27,400
						OTHER	431,000	430,600
						TOTAL	2,630,700	2,631,400

TY	QUAL	COND	DIM/NOTE	YB	UNITS	ADJ PRICE	RCNLD
CBH	A	1.00	60 0.60 16*16		256	16.80	2,600
CBH	A	1.00	60 0.60 26*13 + 6*6		374	16.80	3,800
CBH	A	1.00	60 0.60 20*14 - 6*7		238	16.80	2,400
CBH	A	1.00	60 0.60 18X28		504	16.80	5,100
FBN	A	1.00	65 0.65 15X35		525	15.40	5,300
APV	A	1.00	70 0.70		12,450	0.90	7,800
SWZ	A	1.00	60 0.60 4X6		24	25.00	400



BUILDING	CD	ADJ	DESC	MEASURE	8/7/2013	SF
MODEL	5		CIM	LIST	5/2/2016	RJM
STYLE	31	1.90	STORE(SM. RET) [100%]	REVIEW	5/2/2016	RJM
QUALITY	A	1.00	AVERAGE [100%]			
FRAME	1	0.99	WOOD FRAME [100%]			

YEAR BLT	1960	SIZE ADJ	0.975	ELEMENT	CD	DESCRIPTION	ADJ	S	BAT	T	DESCRIPTION	UNITS	YB	ADJ PRICE	RCN	TOTAL RCN	257,890
NET AREA	2,160	DETAIL ADJ	1.594	FOUNDATION	4	BSMT WALL	1.00	+	BMU	N	BSMT UNF	2,160		29.53	63,782	CONDITION ELEM	CD
\$NLA/RCN	\$119	OVERALL	1.000	EXTERIOR WALL	8	TEX PLYWOOD	0.98	A	BAS	L	BASE AREA	960	1960	84.24	80,866		
				ROOF STRUCTURE	1	GABLE	1.00	B	ASH	N	ATT SHED	640		19.00	12,160		
				ROOF COVER	1	ASPH/COMP SHIN	1.00	C	BAS	L	BASE AREA	1,200	1991	84.24	101,082		
				FLOORING	4	ASPH TILE	0.98										
				INT FINISH	2	DRYWALL	1.02										
				H.V.A.C.	13	NONE	0.90										
				FUEL SOURCE	8	NONE	1.00										

EFF YR/AGE	1990 / 29
COND	49 49 %
FUNC	0
ECON	0
DEPR	49 % GD 51
RCNLD	\$131,500

Key: 4671

Town of WELLFLEET - Fiscal Year 2021


10/10/2020 11:33 pm SEQ#: 4,864

LEGAL

LAND

DETACHED

BUILDING

CURRENT OWNER		PARCEL ID	LOCATION			CLASS	CLASS%	DESCRIPTION			BN ID	BN	CARD					
GAUTHIER MAURICE M & JOHN G & GAUTHIER MARTIN		47-23-0	80 STATE HWY RTE 6			3020	100	INNS			2	2	13					
80 STATE HWY WELLFLEET, MA 02887		TRANSFER HISTORY	DOB	T	SALE PRICE	BK-PG (Cert)	PMT NO	PMT DT	TY	DESC	AMOUNT	INSP	BY	1st	%			
CD	T	ACSF/JN	Nbhd	INFL1	INFL2	ADJBASE	SAF	Scen/c	Lpl	VC	CREDIT AMT	ADJ VALUE						
TOTAL		ZONING		FRNT		ASSESSED	CURRENT	PREVIOUS										
Nbhd	INFL1		INFL2		ASSESSED		13,800											
TY	QUAL	COND	DIM/NOTE	YB	UNITS	ADJ PRICE	RCNLD	PHOTO 08/07/2013										
																		
								<div style="border: 1px solid black; padding: 5px; width: fit-content;">                 (A) 14                  BAS                  12             </div>										
BUILDING		CD	ADJ	DESC		MEASURE	8/7/2013	SF	BLDG COMMENTS									
MODEL	1	RESIDENTIAL		MEASURE	8/7/2013	SF												
STYLE	6	0.75	BUNGALOW [100%]		LIST	2/1/2001												
QUALITY	A	1.00	AVERAGE [100%]		REVIEW	8/7/2013	SF											
FRAME	1	1.00	WOOD FRAME [100%]															
YEAR BLT	1950	SIZE ADJ	1.000	ELEMENT		CD	DESCRIPTION	ADJ	S	BAT	T	DESCRIPTION	UNITS	YB	ADJ PRICE	RCN	TOTAL RCN	13,224
NET AREA	168	DETAIL ADJ	1.000	FOUNDATION	1	PIER		0.96	A	BAS	L	BAS AREA	168	1950	105.93	17,796	CONDITION ELEM	CD
\$NLA(RCN)	\$114	OVERALL	0.690	EXT. COVER	2	CLAPBOARD		1.00										
CAPACITY		UNITS	ADJ	ROOF SHAPE	1	GABLE		1.00										
STORIES	1	1.00		ROOF COVER	1	ASPHALT SHINGLE		1.00										
ROOMS	2	1.00		FLOOR COVER	2	SOFTWOOD		1.00										
BEDROOMS	1	1.00		INT. FINISH	3	WOOD PANEL		1.00										
BATHROOMS	1	1.00		HEATING/COOLING	13	NO HEAT		0.98										
HALFBATHS	0	1.00		FUEL SOURCE	8	NONE		0.98										
UNITS	1	1.00																
GARAGE SPACES	0	1.00																
FIXTURES	3	\$1,428																
																	EFF. YR/AGE	1980 / 39
																	COND	28 28 %
																	FUNC	0
																	ECON	0
																	DEPR	28 % GD 72
																	RCNLD	\$13,800

Key: 4671

Town of WELLFLEET - Fiscal Year 2021


10/10/2020 11:33 pm SEQ# 4,865

LEGAL

LAND

DETACHED


BUILDING

CURRENT OWNER		PARCEL ID	LOCATION			CLASS	CLASS%	DESCRIPTION			BN ID	BN	CARD					
GAUTHIER MAURICE M & JOHN G & GAUTHIER MARTIN 80 STATE HWY WELLFLEET, MA 02867		47-23-0	80 STATE HWY RTE 6			3020	100	INNS			3	3 of 13						
TRANSFER HISTORY		DOS	T	SALE PRICE	BK-PG (Cert)	PMT NO	PMT DT	TY	DESC	AMOUNT	INSP	BY	1st	%				
CD	T	AC/SF/UN	Nbrhd	INFL1	INFL2	ADJ BASE	SAF	Scenic	Lpi	VC	CREDIT AMT	ADJ VALUE						
TOTAL		ZONING		FRNT		ASSESSED		CURRENT	PREVIOUS									
Nbrhd	INFL1	INFL2	NOTE		LAND BUILDING DETACHED OTHER		TOTAL	13,800										
TY	QUAL	COND	DIM/NOTE	YB	UNITS	ADJ PRICE	RCNLD	PHOTO	08/07/2013									
																		
BLDG COMMENTS																		
BUILDING	CD	ADJ	DESC		MEASURE	8/7/2013	SF											
MODEL	1		RESIDENTIAL		LIST	2/1/2001												
STYLE	6	0.75	BUNGALOW [100%]		REVIEW	8/7/2013	SF											
QUALITY	A	1.00	AVERAGE [100%]															
FRAME	1	1.00	WOOD FRAME [100%]															
YEAR BLT	1950	SIZE ADJ	1.000	ELEMENT		CD	DESCRIPTION	ADJ	S	BAT	T	DESCRIPTION	UNITS	YB	ADJ PRICE	RCN	TOTAL RCN	19,224
NET AREA	168	DETAIL ADJ	1.000	FOUNDATION	1	PIER		0.96	A	BAS	L	BAS AREA	168	1950	105.93	17,796	CONDITION ELEM	CD
\$NLA(RCN)	\$114	OVERALL	0.690	EXT. COVER	2	CLAPBOARD		1.00										
CAPACITY		UNITS	ADJ	ROOF SHAPE	1	GABLE		1.00										
STORIES	1	1.00		ROOF COVER	1	ASPHALT SHINGLE		1.00										
ROOMS	2	1.00		FLOOR COVER	2	SOFTWOOD		1.00										
BEDROOMS	1	1.00		INT. FINISH	3	WOOD PANEL		1.00										
BATHROOMS	1	1.00		HEATING/COOLING	13	NO HEAT		0.98										
HALFBATHS	0	1.00		FUEL SOURCE	8	NONE		0.98										
UNITS	1	1.00																
GARAGE SPACES	0	1.00																
FIXTURES	3	\$1,428																
EFF YR/AGE																	1980 / 39	
COND																	28 28 %	
FUNC																	0	
ECON																	0	
DEPR																	28 % GD 72	
RCNLD																	\$13,800	

Key: 4671

Town of WELLFLEET - Fiscal Year 2021

10/10/2020 11:33 pm SEQ #: 4,066

CURRENT OWNER										PARCEL ID			LOCATION			CLASS	CLASS%	DESCRIPTION			BN ID	BN	CARD
GAUTHIER MAURICE M & JOHN G & GAUTHIER MARTIN 80 STATE HWY WELLFLEET, MA 02667										47-23-0			80 STATE HWY RTE 6			3020	100	INNS			4	4	13
TRANSFER HISTORY										DOS	T	SALE PRICE	BK-PG (Cert)	PMT NO	PMT DT	TY	DESC	AMOUNT	INSP	BY	1st	%	
CD	T	AC/SF/UN	Nbhd	INFL1	INFL2	ADJ BASE	SAF	Scenic	Lpi	VC	CREDIT AMT	ADJ VALUE											
TOTAL			ZONING		FRNT		ASSESSED		CURRENT		PREVIOUS												
Nbhd			INFL1		INFL2		LAND		BUILDING		13,600		DETACHED										
			INFL1		INFL2		OTHER																
TOTAL							TOTAL																
TY	QUAL	COND	DIMNOTE	YB	UNITS	ADJ PRICE	RCNLD	PHOTO 08/07/2013															
																							
								BLDG COMMENTS															
BUILDING	CD	ADJ	DESC		MEASURE	8/7/2013	SF																
MODEL	1		RESIDENTIAL		LIST	2/1/2001																	
STYLE	6	0.75	BUNGALOW (100%)		REVIEW	8/7/2013	SF																
QUALITY	A	1.00	AVERAGE (100%)																				
FRAME	1	1.00	WOOD FRAME (100%)																				
YEAR BLT	1950	SIZE ADJ	1.000	ELEMENT		CD	DESCRIPTION	ADJ	S	BAT	T	DESCRIPTION	UNITS	YB	ADJ PRICE	RON	TOTAL RCN	19,224					
NET AREA	168	DETAIL ADJ	1.000	FOUNDATION	1	PIER	0.96	A	BAS	L	BAS AREA	168	1950	105.93	17,796	CONDITION ELEM	CD						
\$NLA/RCN	\$114	OVERALL	0.690	EXT. COVER	2	CLAPBOARD	1.00																
CAPACITY				ROOF SHAPE	1	GABLE	1.00																
STORIES				ROOF COVER	1	ASPHALT SHINGLE	1.00																
ROOMS				FLOOR COVER	2	SOFTWOOD	1.00																
BEDROOMS				INT. FINISH	3	WOOD PANEL	1.00																
BATHROOMS				HEATING/COOLING	13	NO HEAT	0.98																
HALFBATHS				FUEL SOURCE	8	NONE	0.98																
UNITS																							
GARAGE SPACES																							
FIXTURES																							
EFF. YR/AGE 1980 / 39																							
COND 28 28 %																							
FLUNC 0																							
ECON 0																							
DEPR 28 % GD 72																							
RCNLD \$13,800																							

LEGAL

LAND


DETACHED

BUILDING

Key: 4671

Town of WELFLEET - Fiscal Year 2021

10/10/2020 11:33 pm SEQ#: 4,867

CURRENT OWNER		PARCEL ID	LOCATION			CLASS	CLASS%	DESCRIPTION		BN ID	BN	CARD					
GAUTHIER MAURICE M & JOHN G & GAUTHIER MARTIN 80 STATE HWY WELFLEET, MA 02867		47-23-0	80 STATE HWY RTE 6			3020	100	INNS		5	5	13					
TRANSFER HISTORY		DOS	T	SALE PRICE	BK-PG (Cert)	PMT NO	PMT DT	TY	DESC	AMOUNT	INSP	BY	1st	%			
CD	T	AC/SF/UN	Nbhd	INFL1	INFL2	ADJ BASE	SAF	Soenic	Lpi	VC	CREDIT AMT	ADJ VALUE					
TOTAL		ZONING		FRNT		ASSESSED	CURRENT	PREVIOUS									
Nbhd		NOTE		LAND BUILDING		13,800											
INFL1				OTHER													
INFL2				TOTAL													
TY	QUAL	COND	DIMNOTE	YB	UNITS	ADJ PRICE	RCNLD	PHOTO 08/07/2013									
																	
								<div style="border: 1px solid black; padding: 5px; width: fit-content;">             (A) 14              BA3              12           </div>									
BLDG COMMENTS																	
BUILDING	CD	ADJ	DESC		MEASURE	8/7/2013	SF										
MODEL	1		RESIDENTIAL		LIST	2/1/2001											
STYLE	6	0.75	BUNGALOW (100%)		REVIEW	8/7/2013	SF										
QUALITY	A	1.00	AVERAGE (100%)														
FRAME	1	1.00	WOOD FRAME (100%)														
YEAR BLT	1950	SIZE ADJ	1.000	ELEMENT	CD	DESCRIPTION	ADJ	S	BAT	T	DESCRIPTION	UNITS	YB	ADJ PRICE	RCN	TOTAL RCN	10,224
NET AREA	168	DETAIL ADJ	1.000	FOUNDATION	1	PIER	0.96	A	BAS	L	BAS AREA	168	1950	105.93	17,796	CONDITION ELEM	CD
\$NLA(RCN)	\$114	OVERALL	0.690	EXT. COVER	2	CLAPBOARD	1.00										
CAPACITY		UNITS	ADJ	ROOF SHAPE	1	GABLE	1.00										
STORIES	1	1.00		ROOF COVER	1	ASPHALT SHINGLE	1.00										
ROOMS	2	1.00		FLOOR COVER	2	SOFTWOOD	1.00										
BEDROOMS	1	1.00		INT. FINISH	3	WOOD PANEL	1.00										
BATHROOMS	1	1.00		HEATING/COOLING	13	NO HEAT	0.98										
HALFBATHS	0	1.00		FUEL SOURCE	8	NONE	0.98										
UNITS	1	1.00															
GARAGE SPACES	0	1.00															
FIXTURES	3	\$1,428															
EFF YR/AGE		1980 / 39															
COND	28		28 %														
FUNC	0																
ECCN	0																
DEPR	28		% GD 72														
RCNLD			\$13,800														

LEGAL

LAND

DETACHED

BUILDING



Key: 4671

Town of WELFLEET - Fiscal Year 2021

10/10/2020 11:33 pm SEQ #: 4,868

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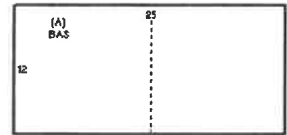
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CURRENT OWNER				PARCEL ID				LOCATION				CLASS	CLASS%	DESCRIPTION			BN ID	BN	CARD
GAUTHIER MAURICE M & JOHN G & GAUTHIER MARTIN 80 STATE HWY WELFLEET, MA 02867				47-23-0				80 STATE HWY RTE 8				3020	100	INNS			6	6	of 13
TRANSFER HISTORY				DOS	T	SALE PRICE	BK-PG (Cert)	PMT NO	PMT DT	TY	DESC	AMOUNT	INSP	BY	1st	%			

CD	T	ACSF/JUN	Nbhd	INFL1	INFL2	ADJ BASE	SAF	Scenic	Lpl	VC	CREDIT AMT	ADJ VALUE

TOTAL	ZONING	FRNT	ASSESSED	CURRENT	PREVIOUS
Nbhd	NOTE		LAND	25,500	
INFL1			BUILDING		
INFL2			DETACHED		
			OTHER		
			TOTAL		

TY	QUAL	COND	DIM/NOTE	YB	UNITS	ADJ PRICE	RCNLD



BUILDING	CD	ADJ	DESC	MEASURE	8/7/2013	SF
MODEL	1		RESIDENTIAL	LIST	2/1/2001	
STYLE	11	0.80	DUPLEX/ROW (100%)	REVIEW	8/7/2013	SF
QUALITY	A	1.00	AVERAGE (100%)			
FRAME	1	1.00	WOOD FRAME (100%)			

BLDG COMMENTS

YEAR BLT	1950	SIZE ADJ	1,000	ELEMENT	CD	DESCRIPTION	ADJ	S	BAT	T	DESCRIPTION	UNITS	YB	ADJ PRICE	RCN	TOTAL RCN	35,420
NET AREA	300	DETAIL ADJ	1,000	FOUNDATION	1	PIER	0.96	A	BAS	L	BAS AREA	300	1950	112.99	33,897		
\$NLA(RCN)	\$118	OVERALL	0.736	EXT. COVER	2	CLAPBOARD	1.00										
CAPACITY		UNITS	ADJ	ROOF SHAPE	1	GABLE	1.00										
STORIES	1	1.00		ROOF COVER	1	ASPHALT SHINGLE	1.00										
ROOMS	2	1.00		FLOOR COVER	2	SOFTWOOD	1.00										
BEDROOMS	1	1.00		INT. FINISH	3	WOOD PANEL	1.00										
BATHROOMS	1	1.00		HEATING/COOLING	13	NO HEAT	0.98										
HALFBATHS	0	1.00		FUEL SOURCE	8	NONE	0.98										
UNITS	2	1.00															
GARAGE SPACES	0	1.00															
FIXTURES	3	\$1,524															


EFF. YR/AGE	1980 / 39
COND	28 28 %
FUNC	0
ECON	0
DEPR	28 % GD 72
RCNLD	\$25,500

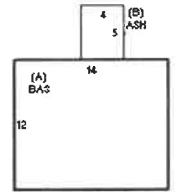


Key: 4671

Town of WELLFLEET - Fiscal Year 2021

10/10/2020 11:33 pm SEQ #: 4,869

CURRENT OWNER										PARCEL ID			LOCATION			CLASS	CLASS%	DESCRIPTION			BN ID	BN	CARD
GAUTHIER MAURICE M & JOHN G & GAUTHIER MARTIN 80 STATE HWY WELLFLEET, MA 02667										47-23-0			80 STATE HWY RTE 6			3020	100	INNS			7	7	13
TRANSFER HISTORY										DOS	T	SALE PRICE	BK-PG (Cert)	PMT NO	PMT DT	TY	DESC	AMOUNT	INSP	BY	1st	%	
CD	T	AC/SF/JN	Nbhd	INFL1	INFL2	ADJ BASE	SAF	Scenic	Lpi	VC	CREDIT AMT	ADJ VALUE											
TOTAL										ZONING	FRNT	ASSESSED	CURRENT	PREVIOUS									
Nbhd										INFL1	INFL2	LAND	BUILDING	DETACHED	OTHER	TOTAL							
TY	QUAL	COND	DIM/NOTE	YB	UNITS	ADJ PRICE	RCNLD	PHOTO: 08/07/2013															
																							
BUILDING										CD	ADJ	DESC		MEASURE	8/7/2013	SF	BLDG COMMENTS						
MODEL	1		RESIDENTIAL										LIST	2/1/2001									
STYLE	6	0.75	BUNGALOW [100%]										REVIEW	8/7/2013	SF								
QUALITY	A	1.00	AVERAGE [100%]																				
FRAME	1	1.00	WOOD FRAME [100%]																				
YEAR BLT	1950	SIZE ADJ	1.000	ELEMENT		CD	DESCRIPTION	ADJ	S	BAT	T	DESCRIPTION	UNITS	YB	ADJ PRICE	RCN	TOTAL RCN	13,475					
NET AREA	168	DETAIL ADJ	1.000	FOUNDATION	1	PIER	0.96	A	BAS	L	BAS AREA	168	1950	105.93	17,796	CONDITION ELEM	CD						
\$NLA(RCN)	\$116	OVERALL	0.690	EXT. COVER	2	CLAPBOARD	1.00	B	ASH	N	ATT SHED	20		12.56	251								
CAPACITY		UNITS	ADJ	ROOF SHAPE	1	GABLE	1.00																
STORIES	1	1.00		ROOF COVER	1	ASPHALT SHINGLE	1.00																
ROOMS	2	1.00		FLOOR COVER	2	SOFTWOOD	1.00																
BEDROOMS	1	1.00		INT. FINISH	3	WOOD PANEL	1.00																
BATHROOMS	1	1.00		HEATING/COOLING	13	NO HEAT	0.98																
HALFBATHS	0	1.00		FUEL SOURCE	8	NONE	0.98																
UNITS	1	1.00																					
GARAGE SPACES	0	1.00																					
FIXTURES	3	\$1,428																					
EFF YR/AGE																	1980 / 39						
COND																	28 28 %						
FUNC																	0						
ECON																	0						
DEPR																	28 % GD 72						
RCNLD																	\$14,000						



L E G A L L A N D D E T A C H E D B U I L D I N G

Key: 4671

Town of WELFLEET - Fiscal Year 2021

10/10/2020 11:33 pm SEQ#: 4,870

LEGALS

LAND

DETACHED

BUILDING

CURRENT OWNER		PARCEL ID	LOCATION				CLASS	CLASS%	DESCRIPTION			BN ID	BN	CARD				
GAUTHIER MAURICE M & JOHN G & GAUTHIER MARTIN		47-23-0	80 STATE HWY RTE 8				3020	100	INNS				8	8 of 13				
80 STATE HWY WELFLEET, MA 02667		TRANSFER HISTORY		DOS	T	SALE PRICE	BK-PG (Cert)		PMT NO	PMT DT	TY	DESC	AMOUNT	INSP	BY	1st	%	
CD	T	AC/SF/AJN	Nbhd	INFL1	INFL2	ADJ BASE	SAF	Scenic	Lpl	VC	CREDIT AMT	ADJ VALUE						
TOTAL		ZONING		FRNT		ASSESSED		CURRENT	PREVIOUS									
Nbhd		NOTE		LAND BUILDING DETACHED OTHER		TOTAL		126,800										
TY	QUAL	COND	DIM/NOTE	YB	UNITS	ADJ PRICE	RCNLD	PHOTO: 08/07/2013										
BUILDING		CD	ADJ	DESC		MEASURE	8/7/2013	SF	BLDG COMMENTS									
MODEL	1	RESIDENTIAL		LIST	2/1/2001													
STYLE	1	0.95	RANCH (100%)		REVIEW	8/7/2013	SF											
QUALITY	A	1.00	AVERAGE (100%)															
FRAME	1	1.00	WOOD FRAME (100%)															
YEAR BLT	1981	SIZE ADJ	1.00	ELEMENT		CD	DESCRIPTION	ADJ	S	BAT	T	DESCRIPTION	UNITS	YB	ADJ PRICE	RCN	TOTAL RCN	176,102
NET AREA	1,016	DETAIL ADJ	1.000	FOUNDATION	4	FLR & WALL	1.00	A	BMU	N	BSMT UNFINISHED	896		32.42	29,049	CONDITION ELEM CD		
\$NLA(RCN)	\$173	OVERALL	0.958	EXT. COVER	8	TEX PLYWOOD	1.00	+	BAS	L	BAS AREA	1,016	1981	137.10	139,293			
CAPACITY		UNITS	ADJ	ROOF SHAPE	1	GABLE	1.00	C	WDK	N	ATT WOOD DECK	168		34.39	5,777			
STORIES	1	1.00		ROOF COVER	1	ASPHALT SHINGLE	1.00											
ROOMS	5	1.00		FLOOR COVER	2	SOFTWOOD	1.00											
BEDROOMS	2	1.00		INT. FINISH	2	DRYWALL	1.00											
BATHROOMS	1	1.00		HEATING/COOLING	5	ELECTRIC	0.99											
HALFBATHS	0	1.00		FUEL SOURCE	3	ELECTRIC	1.02											
UNITS	1	1.00																
GARAGE SPACES	0	1.00																
FIXTURES	3	\$1,983																
EFF. YR/AGE 1980 / 39																		
COND 28 28 %																		
FUNC 0																		
ECON 0																		
DEPR 28 % GD 72																		
RCNLD \$126,800																		

Key: 4671

Town of WELLFLEET - Fiscal Year 2021


10/10/2020 11:33 pm SEQ#: 4,871

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CURRENT OWNER										PARCEL ID		LOCATION			CLASS	CLASS%	DESCRIPTION			BN ID	BN	CARD
GAUTHIER MAURICE M & JOHN G & GAUTHIER MARTIN 80 STATE HWY WELLFLEET, MA 02867										47-23-0		80 STATE HWY RTE 6			3020	100	INNS			9	9	13
TRANSFER HISTORY										DOS	T	SALE PRICE	BK-PG (Cert)	PMT NO	PMT DT	TY	DESC	AMOUNT	INSP	BY	1st	%
CD	T	AC/SF/UN	Nbhd	INFL1	INFL2	ADJ BASE	SAF	Scenic	Lpr	VC	CREDIT AMT	ADJ VALUE										
TOTAL										ZONING		FRNT		ASSESSED	CURRENT	PREVIOUS						
Nbhd										NOTE		LAND BUILDING DETACHED OTHER		107,500								
														TOTAL								
TY	QUAL	COND	DIMNOTE	YB	UNITS	ADJ PRICE	RCNLD	PHOTO: 08/07/2013														
																						
BUILDING										CD	ADJ	DESC			MEASURE		8/7/2013		SF	BLDG COMMENTS		
MODEL	1		RESIDENTIAL										LIST	2/1/2001			OFFICE					
STYLE	1	0.95	RANCH (100%)										REVIEW	8/7/2013								
QUALITY	A	1.00	AVERAGE (100%)																			
FRAME	1	1.00	WOOD FRAME (100%)																			
YEAR BLT	1950	SIZE ADJ	1.000																			
NET AREA	1,024	DETAIL ADJ	1.000																			
\$NLA(RCN)	\$146	OVERALL	0.911																			
CAPACITY				UNITS	ADJ																	
STORIES	1		1.00																			
ROOMS	4		1.00																			
BEDROOMS	2		1.00																			
BATHROOMS	1		1.00																			
HALFBATHS	0		1.00																			
UNITS	1		1.00																			
GARAGE SPACES	0		1.00																			
FIXTURES	3		\$1,886																			
ELEMENT	CD	DESCRIPTION	ADJ	S	BAT	T	DESCRIPTION	UNITS	YB	ADJ PRICE	RCN	TOTAL RCN	149,314	CONDITION ELEM		CD						
FOUNDATION	4	FLR & WALL	1.00	A	BMU	N	BSMT UNFINISHED	307			13,926											
EXT. COVER	2	CLAPBOARD	1.00	A	BAS	L	BAS AREA	1,024	1950	130.37	133,503											
ROOF SHAPE	1	GABLE	1.00																			
ROOF COVER	1	ASPHALT SHINGLE	1.00																			
FLOOR COVER	2	SOFTWOOD	1.00																			
INT. FINISH	3	WOOD PANEL	1.00																			
HEATING/COOLING	7	FL/WALL FURN.	0.95																			
FUEL SOURCE	1	OIL	1.01																			
													EFF YR/AGE	1980 / 39								
													COND	28 28 %								
													FUNC	0								
													ECON	0								
													DEPR	28	% GD	72						
													RCNLD	\$107,500								

Key: 4671

Town of WELFLEET - Fiscal Year 2021

10/10/2020 11:33 pm SEQ# 4,872

CURRENT OWNER										PARCEL ID			LOCATION				CLASS	CLASS%	DESCRIPTION			BN ID	BN	CARD
GAUTHIER MAURICE M & JOHN G & GAUTHIER MARTIN 80 STATE HWY WELFLEET, MA 02887										47-23-0			80 STATE HWY RTE 6				3020	100	INNS				10	10 of 13
TRANSFER HISTORY										DOS	T	SALE PRICE	BK-PG (Cert)		PMT NO	PMT DT	TY	DESC	AMOUNT	INSP	BY	1st	%	
CD	T	AC/SF/UN	Nbhd	INFL1	INFL2	ADJ BASE	SAF	Scenic	Lpi	VC	CREDIT AMT	ADJ VALUE												
TOTAL		ZONING		FRNT		ASSESSED		CURRENT		PREVIOUS														
Nbhd		INFL1		INFL2		LAND BUILDING		25,400		OTHER														
TOTAL																								
TY	QUAL	COND	DIMNOTE	YB	UNITS	ADJ PRICE	RCNLD	PHOTO 09/07/2013																
																								
								BLDG COMMENTS																
BUILDING	CD	ADJ	DESC			MEASURE	8/7/2013	SF																
MODEL	1		RESIDENTIAL			LIST	2/1/2001																	
STYLE	6	0.75	BUNGALOW [100%]			REVIEW	8/7/2013	SF																
QUALITY	A	1.00	AVERAGE [100%]																					
FRAME	1	1.00	WOOD FRAME [100%]																					
YEAR BLT	1950	SIZE ADJ	1.000	ELEMENT		CD	DESCRIPTION	ADJ	S	BAT	T	DESCRIPTION	UNITS	YB	ADJ PRICE	RCN	TOTAL RCN	3,325						
NET AREA	320	DETAIL ADJ	1.000	FOUNDATION	1	PIER	0.96	A	BAS	L	BAS AREA	320	1950	105.93	33,897	CONDITION ELEM CD								
\$NLA/RCN	\$110	OVERALL	0.690	EXT. COVER	2	CLAPBOARD	1.00																	
CAPACITY		UNITS	ADJ	ROOF SHAPE	1	GABLE	1.00																	
STORIES	1	1.00		ROOF COVER	1	ASPHALT SHINGLE	1.00																	
ROOMS	2	1.00		FLOOR COVER	2	SOFTWOOD	1.00																	
BEDROOMS	1	1.00		INT. FINISH	3	WOOD PANEL	1.00																	
BATHROOMS	1	1.00		HEATING/COOLING	7	FL/WALL FURN.	0.95																	
HALFBATHS	0	1.00		FUEL SOURCE	1	OIL	1.01																	
UNITS	1	1.00																						
GARAGE SPACES	0	1.00																						
FIXTURES	3	\$1,428																						
																	EFF YR/AGE	1980 / 39						
																	COND	28 28 %						
																	FUNC	0						
																	ECON	0						
																	DEPR	28 % GD 72						
																	RCNLD	\$25,400						

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BUILDING

Key: 4671

Town of WELLFLEET - Fiscal Year 2021


10/10/2020 11:33 pm SEQ #: 4,673

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BUILDING

CURRENT OWNER		PARCEL ID	LOCATION		CLASS	CLASS%	DESCRIPTION		BN ID	BN	CARD							
GAUTHIER MAURICE M & JOHN G & GAUTHIER MARTIN 80 STATE HWY WELLFLEET, MA 02667		47-23-0	80 STATE HWY RTE 6		3020	100	INNS		11	11 of 13								
TRANSFER HISTORY		DOS	T	SALE PRICE	BK-PG (Cell)													
CD	T	AC/SF/UN	Nbhd	INFL1	INFL2	ADJ BASE	SAF	Scenic	Lpi	VC	CREDIT AMT	ADJ VALUE						
TOTAL		ZONING		FRNT		ASSESSED		CURRENT	PREVIOUS									
Nbhd		NOTE		LAND BUILDING DETACHED OTHER		25,800												
TY	QUAL	COND	DIM/NOTE	YB	UNITS	ADJ PRICE	RCNLD	PHOTO 08/07/2013										
													<div style="border: 1px solid black; padding: 5px; width: fit-content;">             6 (B) ASH 6 20 (A) BAS 16           </div>					
BUILDING		CD	ADJ	DESC		MEASURE	8/7/2013	SF	BLDG COMMENTS:									
MODEL	1			RESIDENTIAL		LIST	2/1/2001											
STYLE	6	0.75		BUNGALOW [100%]		REVIEW	8/7/2013	SF										
QUALITY	A	1.00		AVERAGE [100%]														
FRAME	1	1.00		WOOD FRAME [100%]														
YEAR BLT	1950	SIZE ADJ	1.000	ELEMENT		CD	DESCRIPTION	ADJ	S	BAT	T	DESCRIPTION	UNITS	YB	ADJ PRICE	RCN	TOTAL RCN	35,777
NET AREA	320	DETAIL ADJ	1.000	FOUNDATION		1	PIER	0.96	A	BAS	L	BAS AREA	320	1950	105.93	33,897	CONDITION ELEM CD	
\$NLA/RCN	\$112	OVERALL	0.690	EXT. COVER		2	CLAPBOARD	1.00	B	ASH	N	ATT SHED	36		12.56	452		
CAPACITY		UNITS	ADJ	ROOF SHAPE		1	GABLE	1.00										
STORIES		1	1.00	ROOF COVER		1	ASPHALT SHINGLE	1.00										
ROOMS		2	1.00	FLOOR COVER		2	SOFTWOOD	1.00										
BEDROOMS		1	1.00	INT. FINISH		3	WOOD PANEL	1.00										
BATHROOMS		1	1.00	HEATING/COOLING		7	FL./WALL FURN.	0.95										
HALFBATHS		0	1.00	FUEL SOURCE		1	OIL	1.01										
UNITS		1	1.00															
GARAGE SPACES		0	1.00															
FIXTURES		3	\$1,428															
EFF. YR/AGE		1980 / 39																
COND		28 28 %																
FUNC		0																
ECON		0																
DEPR		28 % GD 72																
RCNLD		\$25,800																



Key: 4671

Town of WELLFLEET - Fiscal Year 2021

10/10/2020 11:33 pm SEQ #: 4,874

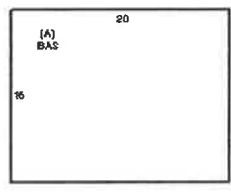
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BUILDING

CURRENT OWNER										PARCEL ID		LOCATION			CLASS	CLASS%	DESCRIPTION		BN ID	BN	CARD	
GAUTHIER MAURICE M & JOHN G & GAUTHIER MARTIN 80 STATE HWY WELLFLEET, MA 02867										47-23-0		80 STATE HWY RTE 6			3020	100	INNS			12	12 of 13	
TRANSFER HISTORY										DOS	T	SALE PRICE	BK-PG (Cert)	PMT NO	PMT DT	TY	DESC	AMOUNT	INSP	BY	1st	%
CD	T	AC/SAUN	Nbhd	INFL1	INFL2	ADJ BASE	SAF	Seenic	Lpi	VC	CREDIT AMT	ADJ VALUE										
TOTAL				ZONING	FRNT	ASSESSED		CURRENT	PREVIOUS													
Nbhd	INFL1			INFL2			LAND BUILDING DETACHED OTHER		25,400													
BUILDING										MODEL		CD	ADJ	DESC		MEASURE	8/7/2013	SF				
										STYLE		6	0.75	BUNGALOW [100%]		LIST	2/1/2001					
										QUALITY		A	1.00	AVERAGE [100%]		REVIEW	8/7/2013	SF				
										FRAME		1	1.00	WOOD FRAME [100%]								
YEAR BLT	1950	SIZE ADJ	1.000	ELEMENT		CD	DESCRIPTION	ADJ	S	BAT	T	DESCRIPTION	UNITS	YB	ADJ PRICE	RCN	TOTAL RCN	35,325				
NET AREA	320	DETAIL ADJ	1.000	FOUNDATION		1	PIER	0.96	A	BAS	L	BAS AREA	320	1950	105.93	33,897	CONDITION ELEM CD					
\$NLA(RCN)	\$110	OVERALL	0.690	EXT. COVER		2	CLAPBOARD	1.00														
CAPACITY		UNITS	ADJ	ROOF SHAPE		1	GABLE	1.00														
STORIES	1	1.00		ROOF COVER		1	ASPHALT SHINGLE	1.00														
ROOMS	2	1.00		FLOOR COVER		2	SOFTWOOD	1.00														
BEDROOMS	1	1.00		INT. FINISH		3	WOOD PANEL	1.00														
BATHROOMS	1	1.00		HEATING/COOLING		7	FL/WALL FURN.	0.95														
HALFBATHS	0	1.00		FUEL SOURCE		1	OIL	1.01														
UNITS	1	1.00																				
GARAGE SPACES	0	1.00																				
FIXTURES	3	\$1,428																				
EFF. YR/AGE																	1980 / 39					
COND																	28 28 %					
FUNC																	0					
ECON																	0					
DEPR																	28 % GD 72					
RCNLD																	\$25,400					




BLDG COMMENTS

Key: 4671

Town of WELFLEET - Fiscal Year 2021

10/10/2020 11:33 pm SEQ #: 4875

CURRENT OWNER		PARCEL ID	LOCATION				CLASS	CLASS%	DESCRIPTION			BN ID	BN	CARD				
GAUTHIER MAURICE M & JOHN G & GAUTHIER MARTIN 80 STATE HWY WELFLEET, MA 02867		47-23-0	80 STATE HWY RTE 6				3020	100	INNS			13	13 of 13					
TRANSFER HISTORY		DCS	T	SALE PRICE	BK-PG / Cert	PMT NO	PMT DT	TY	DESC	AMOUNT	INSP	BY	1st	%				
CD	T	AC/SF/UN	Nbhd	INFL1	INFL2	ADJ BASE	SAF	Scenic	Lpl	VC	CREDIT AMT	ADJ VALUE						
TOTAL		ZONING		FRNT		ASSESSED		CURRENT	PREVIOUS									
Nbhd								LAND	25,400									
INFL1								BUILDING										
INFL2								DETACHED										
								OTHER										
								TOTAL										
TY	QUAL	COND	DIM/NOTE	YB	UNITS	ADJ PRICE	RCNLD	PHOTO 08/07/2013										
																		
BLDG COMMENTS																		
BUILDING	CD	ADJ	DESC		MEASURE	8/7/2013	SF											
MODEL	1		RESIDENTIAL		LIST	2/1/2001												
STYLE	6	0.75	BUNGALOW [100%]		REVIEW	8/7/2013	SF											
QUALITY	A	1.00	AVERAGE [100%]															
FRAME	1	1.00	WOOD FRAME [100%]															
YEAR BLT	1950	SIZE ADJ	1.000	ELEMENT		CD	DESCRIPTION	ADJ	S	BAT	T	DESCRIPTION	UNITS	YB	ADJ PRICE	RCN	TOTAL RCN	35,325
NET AREA	320	DETAIL ADJ	1.000	FOUNDATION	1	PIER	0.96		A	BAS	L	BAS AREA	320	1950	105.93	33,897	CONDITION ELEM	CD
\$NLA(RCN)	\$110	OVERALL	0.690	EXT. COVER	2	CLAPBOARD	1.00											
CAPACITY		UNITS	ADJ	ROOF SHAPE	1	GABLE	1.00											
STORIES	1	1.00		ROOF COVER	1	ASPHALT SHINGLE	1.00											
ROOMS	2	1.00		FLOOR COVER	2	SOFTWOOD	1.00											
BEDROOMS	1	1.00		INT. FINISH	3	WOOD PANEL	1.00											
BATHROOMS	1	1.00		HEATING/COOLING	7	FL.WALL FURN.	0.95											
HALFBATHS	0	1.00		FUEL SOURCE	1	OIL	1.01											
UNITS	1	1.00																
GARAGE SPACES	0	1.00																
FIXTURES	3	\$1,428																
EFF YR/AGE 1980 / 39																		
COND 28 28 %																		
FUNC 0																		
ECON 0																		
DEPR 28 1% GD 72																		
RCNLD \$25,400																		

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3.4.3 Where district boundaries are so indicated that they are approximately parallel to the center lines or side lines of streets, or the center lines of right-of-way lines of highways, such district boundaries shall be construed as being parallel thereto and at such distance therefrom as indicated on the zoning map. If no distance is given, such dimension shall be determined by the use of the scale shown on said zoning map.

3.4.4 Where the boundary of district follows a stream or borders upon marsh land or projects into a pond or other body of water, said boundary line shall be deemed to be the center of said stream, about the edge of said marsh and project across said pond or other body of water.

## **SECTION IV - APPLICATION**

### **4.1 APPLICATION OF REGULATIONS**

Except as specifically provided in this By-law:

- (1) No building or land shall hereafter be used or occupied and no building or part thereof shall be erected, moved or altered unless in conformity with the regulations herein specified for the district in which it is or is proposed to be located.
- (2) No building shall hereafter be erected or altered to accommodate or house a greater number of families, seasonally or permanently: to occupy a greater percentage of lot area: or to have narrower or smaller rear yards, front yards, side yards, and inner and outer courts than is specified herein for the district in which such building is or is proposed to be located.
- (3) No part of a yard or other open space about any building or use required for the purpose of complying with the provisions of this By-law shall be included as a part of a yard or other open space similarly required for another building or use.
- (4) No lot on which a building is located in any district shall be reduced or changed in size or shape so that the building or lot fails to comply with the lot area, width, frontage, setback or yard provisions of this By-law. This prohibition shall not apply, however, when a portion of a lot is taken or conveyed for a public purpose.
- (5) Not more than one dwelling may be erected on a lot.

## **SECTION V - USES**

### **5.1 CONFORMANCE WITH SCHEDULES**

In the districts specified in Section 3.1 and in accordance with objectives of the districts specified in Section 3.2 no building, structure or premise shall be erected, altered or used except as set forth in the "Use Regulation Schedule" and "Intensity of Use Schedule" and as provided in Section 5.3 and 5.4

Symbols employed shall mean the following:

**P** – A permitted use

**O** – An excluded or prohibited use

**A** – Use authorized under special permits as provided for in Section 8.4.2

**PB** – Permitted only under a Special Permit issued by the Planning Board



## 5.2 PERMITTED USES

Permitted uses and uses authorized under special permits shall be in conformity with the provisions of Section 5.3 (Use Regulations) and shall not be detrimental or offensive or tend to reduce property values in the same or adjoining districts by reason of dirt, dust, glare, odor, fumes, smoke, gas, sewage, refuse, noise, vibration, danger of explosion or fire, traffic congestion. Any use not listed as a permitted use in Section 5.3 shall be deemed a prohibited use, except that a use not listed in Section 5.3 may be allowed by special permit as provided for in Section 8.4.2 from the Board of Appeals provided said Board determines that the use closely resembles in its neighborhood impact(s) a use listed as permitted or authorized under special permit, in the same zoning district. Said determination shall be in addition to the required findings of the Board as provided for in Section 8.4.2. ATM 4/23/90.

## 5.3 USE REGULATIONS

(Amended 4/30/85 ATM, Art. 60; 4/29/86, Art. 22)

<b>5.3.1 Residential</b>	<b>CD</b>	<b>R1</b>	<b>R2</b>	<b>NSP</b>	<b>C</b>	<b>C2</b>
Bed and Breakfast	P	P	P	P	P	P
Boat House, Private	P	P	P	P	P	P
Camper	O	O	O	O	O	O
Cluster Residential Development	O	PB	PB	O	O	O
Conversion of Dwelling Unit	O	A	A	O	O	O
Dwelling, Affordable	A	A	A	O	A	A
Dwelling, Affordable Accessory	A	A	A	A	A	A
Dwelling, Multiple-Family	O	O	O	O	A	O
Dwelling, One-Family	P	P	P	P	P	P
Garage, Private	P	P	P	P	P	P
Guest House, Private	O	P	P	P	P	P
Home Occupation	P	P	P	P	P	P
Parking, Private	P	P	P	P	P	P
Personal Services (Business)	A	O	O	O	A	O
Roadside Stand, Temporary	O	P	P	O	P	P
Service Trade Home Business (STHB)	A	A	A	A	A	A
Signs <sup>1</sup>	P	P	P	P	P	P
Stable, Private <sup>2</sup>	O	A	A	A	A	A
<b>5.3.1 Residential (continued)</b>	<b>CD</b>	<b>R1</b>	<b>R2</b>	<b>NSP</b>	<b>C</b>	<b>C2</b>
Studio, Private	P	P	P	P	P	P
Swimming Pool/Tennis Court, Private	P	P	P	P	P	P
Trailer Home/Mobil Home	O	O	O	O	O	O
<b>5.3.2 Commercial</b>	<b>CD</b>	<b>R1</b>	<b>R2</b>	<b>NSP</b>	<b>C</b>	<b>C2</b>
Adult Bookstore	O	O	O	O	A	O
Adult Motion Picture Theatre	O	O	O	O	A	O

<sup>1</sup> In accordance with the provisions of Section VII of the by-law.

<sup>2</sup> With approval of the Zoning Board of Appeals upon advice of the Board of Health and in accordance with restrictions that may be imposed.

Adult Paraphernalia Store	O	O	O	O	A	O
Adult Video Store	O	O	O	O	A	O
Establishment displaying live nudity <sup>3</sup>	O	O	O	O	A	O
Amusement, Indoor	A	O	O	O	A	O
Amusement, Outdoor	O	O	O	O	A	O
Amusement Park	O	O	O	O	O	O
Animal Hospital	O	O	O	O	A	O
Antique Shop/Art Gallery	A	O	O	O	A	O
Arcade	O	O	O	O	A	O
Auto Court	O	O	O	O	O	O
Boat House, Commercial	A	A	A	O	A	O
Campground	O	O	O	O	O	O
Club	A	O	A	O	A	A
Communication Structure	O	A	A	A	A	A
Communication Building	O	A	A	A	A	A
Communication Appurtenance	A	A	A	A	A	A
Contractor's Yard	O	O	O	O	P	P
Cottage Colony	O	A	A	O	A	A
Filling Station	O	O	O	O	A	O
Food Truck	A	O	O	O	A	O
Funeral Home	A	A	A	O	A	O
Game Room	A <sup>4</sup>	O	O	O	A <sup>5</sup>	O
Garage, Public	O	O	O	O	A	O
Gift or Craft Shop	A	O	O	O	A	O
Guest House, Public	O	A	A	O	A	O
Individual Storage Units	O	O	O	O	A	A
Industry, Light	A	O	O	O	A	A
Inn	O	O	O	O	A	O
Lodge	A	O	O	O	A	O
Motel	O	O	O	O	A	O
Motor Vehicle Repair, Incidental	O	O	O	O	A	A
Nursery School	A	A	A	O	O	O
Nursing Home	O	A	A	O	A	O
Office, Business	A	O	A	O	A	O
Parking, Public	A	O	O	O	A	O
Personal Service (Business)	A	O	O	O	A	O
Pet Kennel	O	O	O	O	A	O
Registered Marijuana dispensary (RMD)	O	O	O	O	A <sup>6</sup>	A <sup>7</sup>

<sup>3</sup> With the term "nudity" as defined by General Laws, Chapter 272, §31.

<sup>4</sup> Only by not-for-profit organization or municipality on property principally occupied by said organization or municipality.

<sup>5</sup> Only as an accessory, secondary use to an existing commercial use on the same lot.

<sup>6</sup> Use authorized under special permits in the Medical Marijuana Overlay District in the C and C2 Zoning Districts as provided for in Section 9.3 and as provided for in Section 8.4.2 of these Zoning By-laws.

<b>5.3.2 Commercial (continued)</b>	<b>CD</b>	<b>R1</b>	<b>R2</b>	<b>NSP</b>	<b>C</b>	<b>C2</b>
Restaurant, Indoor <sup>8</sup>	A	O	O	O	A	O
Restaurant, Drive-In <sup>9</sup>	O	O	O	O	A	O
Restaurant, Fast Food <sup>10</sup>	O	O	O	O	O	O
Restaurant, Formula <sup>11</sup>	O	O	O	O	O	O
Retail Trade (Business)	A	O	O	O	A	O
Roadside Stand, Semi-Permanent	O	O	O	O	O	O
Service Trade Business	O	O	O	O	A	A
Solar Photovoltaic Installation, Large-Scale Ground-Mounted (LSGMSPI)	O	O	O	O	O	P <sup>12</sup>
Swimming Pools/Tennis Club (Public)	O	O	O	O	A	O
Swimming Pools/Tennis Club (Private)	A	O	O	O	A	O
Trailer Park	O	O	O	O	O	O

<b>5.3.3 Commercial (Heavy)</b>	<b>CD</b>	<b>R1</b>	<b>R2</b>	<b>NSP</b>	<b>C</b>	<b>C2</b>
Bulk Storage, Open	A	O	O	O	A	A
Bulk Storage, Tanks	A	O	O	O	A	A
Dump	O	O	O	O	O	O
Junk Yard	O	O	O	O	O	O
Industry, Heavy	O	O	O	O	O	O
Marine Aquaculture	A	O	O	O	A	P
Motor Vehicle Junk Yard	O	O	O	O	O	O
Motor Vehicle Repair Shop	O	O	O	O	A	O
Motor Vehicle Sales	O	O	O	O	A	O
Quarry, Sandpit, etc.	O	O	O	O	O	O
Transportation Terminal	O	O	O	O	A	O
Warehouse	O	O	O	O	A	A

<b>5.3.4 Institutional</b>	<b>CD</b>	<b>R1</b>	<b>R2</b>	<b>NSP</b>	<b>C</b>	<b>C2</b>
Camp	O	O	A	O	O	O
Cemeteries	O	A	A	O	O	O
Government Facilities	P	P	P	P	P	P
Health Care Clinic	A	A	A	A	A	A
Hospital	O	O	O	O	A	O

<sup>7</sup> Ibid.

<sup>8</sup> With the approval of the Zoning Board of Appeals upon advice of the Board of Health and in accordance with restrictions that may be imposed.

<sup>9</sup> Ibid.

<sup>10</sup> The use limitations pertaining to Fast Food Restaurant and Formula Restaurant shall apply whether the use is a principal use or accessory use.

<sup>11</sup> Ibid.

<sup>12</sup> Provided parcel contains at least 75% degraded or previously disturbed land, is held in common ownership as of the date of this amendment, and subject to LSGMSPI site plan review by the Planning Board to assure compliance with the C2 District Objectives contained in Subsection 3.2, and as provided in Subsection 10.3 of this by-law.

<b>5.3.4 Institutional (continued)</b>	<b>CD</b>	<b>R1</b>	<b>R2</b>	<b>NSP</b>	<b>C</b>	<b>C2</b>
Municipal Purposes	P	P	P	P	P	P
Municipal Wind Turbine <sup>13</sup>	O	O	O	A	O	O
Public and Semi-Public Institutions of an Historic, Philanthropic or Charitable Nature	P	P	P	P	P	P
Religious Institutions	P	P	P	P	P	P
Utilities, with Open Storage	O	O	O	O	O	O
Utilities, without Open Storage	A	A	A	A	P	A

<b>5.3.5 Farm Uses</b>	<b>CD</b>	<b>R1</b>	<b>R2</b>	<b>NSP</b>	<b>C</b>	<b>C2</b>
Farm, Commercial	P	P	P	P	P	P
Farm-Family, Agriculture	P	P	P	P	P	P
Farm-Family, Livestock <sup>14</sup>	O	A	A	A	A	A
Greenhouse, Commercial	P	P	P	P	P	O
Riding Academy <sup>15</sup>	O	A	A	A	A	O
Stable, Public <sup>16</sup>	O	A	A	A	A	O

<sup>13</sup> Special Permit authorized under Section 6.25 and 8.42 of these Zoning By-laws.

<sup>14</sup> With the approval of the Zoning Board of Appeals upon advice of the Board of Health and in accordance with restrictions that may be imposed.

<sup>15</sup> Ibid.

<sup>16</sup> Ibid.

#### 5.4 INTENSITY OF USE SCHEDULE

(Amended 4/30/85 ATM, Art. 61 & 63; 4/29/86 ATM, ART.22; 4/25/06 ATM, ART 23)

<b>5.4.1 Minimum Lot Requirements</b>	<b>CD</b>	<b>R1</b>	<b>R2</b>	<b>NSP</b>	<b>C</b>	<b>C2</b>
Area (Square Feet)	20,000	30,000	40,000	3 Acres	40,000	30,000
Frontage (feet)	125	135	135 <sup>17</sup>	200	200	135

<b>5.4.2 Minimum Yard Requirements</b>	<b>CD</b>	<b>R1</b>	<b>R2</b>	<b>NSP</b>	<b>C</b>	<b>C2</b>	<b>MSO</b>
Front (feet)	25	30	30 <sup>18</sup>	50	100 <sup>19</sup>	50 <sup>20, 21</sup>	25 <sup>22</sup>
Side (feet)	20	25	25	35	35	35 <sup>23, 24</sup>	6
Rear (feet)	25	30	30	35	35	35 <sup>25, 26</sup>	15

<b>5.4.3 Maximum Building Coverage</b>	<b>CD</b>	<b>R1</b>	<b>R2</b>	<b>C</b>	<b>C2</b>
Maximum Building Coverage	15%	15%	15%	25%	15%

<b>5.4.3.1 Maximum National Seashore Park Gross Floor Area (NSPGFA)<sup>27</sup></b>	
<b>Lot Area</b>	<b>Maximum NSPGFA</b>
Less than 10,500 sq. ft. (just under ¼ acre)	5% Maximum Building Coverage
10,501 sq. ft. to 21,000 sq. ft. (~ ¼ to .48 acre)	1,050 sq. ft. plus 7.4% of lot area over 10,500
21,001 to 42,000 sq. ft. (.48 to .97 acre)	1,825 sq. ft. plus 3.2% of lot area over 21,000
<b>5.4.3.1 Maximum National Seashore Park Gross Floor Area (NSPGFA) (continued)<sup>28</sup></b>	

<sup>17</sup> Increase to 200 feet on Route 6.

<sup>18</sup> On Route 6 increase to 100 feet except front yard setback may be reduced to not less than 30 feet with a Special Permit from the Zoning Board of Appeals.

<sup>19</sup> Of which not less than 25% of the required front yard must be maintained with vegetative cover (20% of which must border Route 6 and meet requirements, as specified in 6.12.1, "Perimeter Buffering"). Front setbacks may be decreased to 50 feet for non-residential uses, provided building is wood-sided. Front setbacks may be decreased to 30 feet for residential uses with a Special Permit from the Zoning Board of Appeals.

<sup>20</sup> Minimum yard requirements may be reduced to R1 requirements for residential uses with a Special Permit from the Zoning Board of Appeals.

<sup>21</sup> Minimum front, side, and rear yard requirements for Large-Scale Ground-Mounted Solar Photovoltaic Installations (LSGMSPI) shall be 100 feet, except for accessory structures, which shall be subject to minimum front, side, and rear yard setback requirements for C2 zoning district.

<sup>22</sup> Front yard setbacks may be reduced to zero with a Special Permit from the Zoning Board of Appeals.

<sup>23</sup> See Footnote 20.

<sup>24</sup> See Footnote 21.

<sup>25</sup> See Footnote 20.

<sup>26</sup> See Footnote 21.

<sup>27</sup> The National Seashore Park Gross Floor Area (NSPGFA) of a Lot within the NSP District shall conform to the above table. In no event shall the dwelling exceed 2,800 sq. ft., nor shall the sum of the NSPGFA of a dwelling and its accessory buildings on any NSP District lot exceed 3,600 sq. ft.

<b>Lot Area</b>	<b>Maximum NSPGFA</b>
42,001 to 84,000 sq. ft. (.97 to 1.92 acre)	2,500 sq. ft. plus 1.43% of lot area over 42,000
84,001 to 126,000 sq. ft. (1.92 to 2.89 acres)	3,100 sq. ft. plus 1.2% of lot area over 84,000
126,001 sq. ft. (2.89 acres and above)	3,600 sq. ft.

**National Seashore Park Gross Floor Area (NSPGFA)** - The sum of the horizontal area(s) of the floors of a dwelling and all accessory buildings on a lot within the National Seashore Park District. All dimensions shall be measured between exterior faces of exterior walls, or exterior floor faces of decks.

For the purposes of calculating of NSPGFA, the following shall be included:

- Garage space, whether stand-alone or attached to or built into the dwelling or accessory buildings shall be attributed to the appropriate building.
- Basements, except areas as noted below.
- The sum of excess areas of 1.) total porch area in excess of 400 sq. ft., and 2.) total deck area five (5) feet or more above grade in excess of 400 sq. ft. The sum of such excess areas shall be attributed to the dwelling.
- A Guest House, Private, which in the NSP District may exceed 250 sq. ft., and will be deemed an accessory building.

And the following shall be excluded:

- Cellars and attics.
- Floor area with a ceiling height of less than five (5) feet.
- Sheds - up to two sheds, plus one additional shed for each half acre above one acre of Lot Area. Any sheds beyond this limit shall be included in NSPGFA as accessory buildings.
- Basement areas used exclusively for heating, cooling, mechanical and electrical equipment necessary to the operation of the building.

<b>5.4.4 Maximum Height of Buildings</b>	<b>CD</b>	<b>R1</b>	<b>R2</b>	<b>NSP</b>	<b>C</b>	<b>C2</b>
Stories	2	2	2	2	2	2
Feet	28	28	28	28	28	28

<sup>28</sup> The National Seashore Park Gross Floor Area (NSPGFA) of a Lot within the NSP District shall conform to the above table. In no event shall the dwelling exceed 2,800 sq. ft., nor shall the sum of the NSPGFA of a dwelling and its accessory buildings on any NSP District lot exceed 3,600 sq. ft.

COMMONWEALTH OF MASSACHUSETTS  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
DRINKING WATER PROGRAM  
FIFTH FLOOR, ONE WINTER STREET, BOSTON, MA 02108 617-292-5770



2022  
Certificate of Registration

The Department of Environmental Protection  
Drinking Water Program  
Hereby Recognizes the

**MAURICES CAMPGROUND INC**  
**PWS ID # 4318063**

as a Registered Public Water System in Massachusetts.  
Public Water Systems must comply with  
the Massachusetts Drinking Water Regulations,  
310 CMR 22.00.

A handwritten signature in black ink, appearing to read "Yvette dePeiza".

Yvette dePeiza, Program Director  
Drinking Water Program

Certificate expires December 31, 2022  
Please contact the Drinking Water Program if there are any changes in this system.  
MassDEP: <https://www.mass.gov/orgs/massachusetts-department-of-environmental-protection>

Printed on Recycled Paper

PWS ID 4318063

PWS Name MAURICES CAMPGROUND INC

Town: WELLFLEET

Class: NC

**BACTERIA SAMPLING**

Apr - Sep: 2 per MONTH  
Oct - Mar 2 per MONTH

Season Start Date: 05/20  
Season End Date: 10/15

Refer to your DEP Coliform Sampling Plan for approved coliform sample locations. Systems open before or beyond the start/end dates must collect samples during these extra months.

Loc ID #	SAMPLE LOCATION	MULT/SIN	R/F	D/S	WAIVER Y / N	2020				2021				2022			
						QTR1	QTR2	QTR3	QTR4	QTR1	QTR2	QTR3	QTR4	QTR1	QTR2	QTR3	QTR4
<b>MANGANESE</b>																	
10000	WELL #1 (01G)	S	F	S		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
4318063-01G	WELL 1																
10001	WELL #2 (02G)	S	F	S		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
4318063-02G	WELL 2																
<b>NITRATE</b>																	
10000	WELL #1 (01G)	S	F	S		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
4318063-01G	WELL 1																
10001	WELL #2 (02G)	S	F	S	N	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
4318063-02G	WELL 2																
<b>NITRITE</b>																	
10000	WELL #1 (01G)	S	F	S	N	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
4318063-01G	WELL 1																
10001	WELL #2 (02G)	S	F	S	N	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
4318063-02G	WELL 2																
<b>SECONDARY CONTAMINANTS</b>																	
10000	WELL #1 (01G)	S	F	S		[DEP recommends annual testing]											
4318063-01G	WELL 1																
10001	WELL #2 (02G)	S	F	S		[DEP recommends annual testing]											
4318063-02G	WELL 2																
<b>SODIUM</b>																	
10000	WELL #1 (01G)	S	F	S	N	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
4318063-01G	WELL 1																
10001	WELL #2 (02G)	S	F	S	N	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
4318063-02G	WELL 2																

R/F = RAW OR FINISHED WATER;

D/S = DISTRIBUTION OR SOURCE SAMPLE

Waiver: (Y)es, or (N)o

MULT/SIN: (MULT)iple sources or a (SIN)gle source

This monitoring schedule is based on the system's current inventory and is subject to change. Water systems are responsible for promptly reporting schedule errors or omissions. Errors or omissions on monitoring schedules do not prohibit the MassDEP from enforcing monitoring requirements set forth by the Regulations.



**2021 DRINKING WATER QUALITY REPORT**  
 For the period January 1, 2020 to December 31, 2020

MAURICES CAMPGROUND INC  
 PWS ID: 4318063  
 80 RTE 6 UNIT 1  
 WELLFLEET MA 02667

The drinking water system at the facility noted above is registered in the Commonwealth as a transient non-community (TNC) public water system because it owns and/or controls its source of water and supplies potable water to 25 or more persons at least 60 days of the year. Examples of TNCs include restaurants, motels, campgrounds, parks, golf courses, ski areas and community centers.

**All drinking water, including bottled water, may contain small amounts of some contaminants. The presence of contaminants does not necessarily indicate that water poses a health risk.**

The drinking water quality monitoring results on file with the Massachusetts Department of Environmental Protection Drinking Water Program (MassDEP/DWP) for this public water system and period noted above are as follows:

**MONITORING RESULTS TABLE**

CONTAMINANT	HIGHEST DETECT VALUE <sup>1</sup>	MCL <sup>2</sup>	MCLG <sup>3</sup>	VIOLATION <sup>4</sup> (YES or NO)		POSSIBLE SOURCES OF CONTAMINATION
				MCL	FAILURE TO MONITOR **	
Total Coliform	NO DATA	0	0	N	N	Naturally present in the environment.
Nitrate (MG/L)	0.94	10	10	N	N	Runoff from fertilizer use; leaching from septic tanks, sewage; and erosion of natural deposits.
Nitrite (MG/L)	< 0.006	1	1	N	N	Runoff from fertilizer use; leaching from septic tanks, sewage; and erosion of natural deposits.
Sodium (MG/L)	21	N/A	N/A	N/A	N	Naturally present in the environment; may also be due to salt runoff from deicing practices.
Other Contaminant Violations <sup>5</sup>	N/A	N/A	N/A	N/A	N/A	

<sup>1</sup> Detect – any levels found at or above the detection limits in the Massachusetts Drinking Water Regulations, 310 CMR 22.00.

<sup>2</sup> Maximum Contaminant Level (MCL) – the highest level of a contaminant that is allowed in drinking water.

<sup>3</sup> Maximum Contaminant Level Goal (MCLG) – the level of a contaminant in drinking water below which there is no known or expected risk to health.

<sup>4</sup> For any violations, Refer to the following health effects language listed below and contact the system’s contact person for information on corrective actions taken by the system to return to compliance and stay in compliance in the future:

**Total Coliform** – Coliforms are bacteria that are naturally present in the environment and are used as an indicator that other, potentially harmful, bacteria are present. Coliforms were found in more samples than allowed and this was a warning of potential problems.

**Nitrate** – Infants below the age of six months who drink water containing nitrate in excess of the MCL could become seriously ill and, if untreated, may die. Symptoms include shortness of breath and blue-baby syndrome.

**Nitrite** – Infants below the age of six months who drink water containing nitrite in excess of the MCL could become seriously ill and, if untreated, may die. Symptoms include shortness of breath and blue-baby syndrome.

<sup>5</sup> Other Contaminant Violations – If applicable, contact the owner or the MassDEP at the numbers listed below for information on the other contaminants.

\*\* If “Y”, one or more times during the reporting period this system did not monitor and/or report to the MassDEP as required.

“ We are required to monitor your drinking water for specific contaminants on a regular basis. Results of the regular monitoring are an indicator of whether or not our drinking water meets health standards. During the above noted reporting period we did not monitor or test and/or did not complete all monitoring or testing for contaminant(s) noted above and therefore cannot be sure of the quality of our drinking water during that time. “

The posting of this report meets the public notification Tier 3 requirements of 310 CMR 22.16(4).

For more information, or the complete monitoring results for this system:

Owner/responsible party name	Signature of owner/responsible party	Telephone #
Certified Operator Name	Signature of certified operator	License #

If you have any questions on the Massachusetts Drinking Water Program contact the MassDEP, Drinking Water Program at (617) 292-5770, email [program.director-dwp@mass.gov](mailto:program.director-dwp@mass.gov) (subject: TNC CCR) or visit the MassDEP web site at [www.mass.gov/orgs/massachusetts-department-of-environmental-protection](http://www.mass.gov/orgs/massachusetts-department-of-environmental-protection). Contact the EPA Safe Drinking Water Hotline at (800) 426-4791 for more information about contaminants and potential health effects.

Date Drinking Water Quality Report posted \_\_\_\_\_ Location posted \_\_\_\_\_



SELECTBOARD  
AGENDA ACTION REQUEST  
Meeting Date: June 28, 2022

VII

**BUSINESS II**  
~ C ~

<b>REQUESTED BY:</b>	Ryan Curley, Chair
<b>DESIRED ACTION:</b>	To approve the amendments for Cottage Colonies
<b>PROPOSED MOTION:</b>  <b>SUMMARY:</b>	I move to approve the zoning bylaw amendments made for cottage colonies as presented and send to the planning board to have a hearing within 65 days.
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____

**Black pre-existing language in Wellfleet’s Zoning Bylaws**

**Strikethrough is where a delationion is being made in the current language**

**Red is additions to the language**

**ARTICLE XX Amending Wellfleet Zoning By-Laws, Cottage Colony**

To see if the Town will amend the Wellfleet Zoning By-Laws by amending the Sections 2.1, 5.3 as follows:

**2.1 DEFINITIONS**

[Is hereby amended with the following definitions:]

Cottage Colony - A group of two or more detached dwellings located on the same lot ~~not within the NSP~~, each containing one dwelling unit only which is designed for independent family living including cooking facilities, ~~and occupied on a seasonal basis only. Seasonal shall be defined as a period commencing April 1 of each calendar year and terminating November 30 of the same calendar year.~~ Each unit shall contain not less than 550 sq. ft. of floor area and not more than 768 sq. ft.

Cottage Colony NSP - A group of two or more detached dwellings located on the same lot within the NSP, each containing one dwelling unit only which is designed for independent family living including cooking facilities, and occupied on a seasonal basis only. Seasonal shall be defined as a period commencing April 1 of each calendar year and terminating November 30 of the same calendar year. Each unit shall contain not less than 550 sq. ft. of floor area and not more than 768 sq. ft

**5.3. USE REGULATIONS**

Table 5.3.1 is amended as follows: Insert "Cottage Colony NSP" following "Cottage Colony"

["P" is a permitted use. "O" – An excluded or prohibited use "A" is a use authorized under special permits.]

	CD	R1	R2	NSP	C	C2
Cottage Colony	O	A	A	O	A	A
Cottage Colony NSP	O	O	O	O	O	O

**Summary:** The size of dwellings within cottage colonies are ideal for housing that might be affordable to local residents and not be income-restricted. That Wellfleet has functionally restricted approximately 10% of its housing stock to seasonal use only while we struggle to retain and develop year-round housing is counterproductive. This class of housing also tends to be of modest proportions. It thus commands a lower seasonal rent on the market, making it utterly unreasonable to be restricted to seasonal occupancy only. Wellfleet's year-round housing crisis is well documented. Wellfleet badly needs a more balanced blend of housing options. From young people and families to seniors and well-paid professionals, finding and keeping a year-round rental is less and less possible. 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. The housing crisis is impacting both residents and visitors as it is already affecting the Town's quality of life and economic sustainability.

# Local Market Update – May 2022

A Research tool provided by the Cape Cod and Islands Association of REALTORS®, Inc.



## Wellfleet

### Single-Family Properties

Key Metrics	May			Year to Date		
	2021	2022	+ / -	2021	2022	+ / -
Pending Sales	5	7	+ 40.0%	23	20	- 13.0%
Closed Sales	4	4	0.0%	31	21	- 32.3%
Median Sales Price*	\$732,500	<b>\$794,000</b>	+ 8.4%	\$760,000	<b>\$907,500</b>	+ 19.4%
Inventory of Homes for Sale	7	9	+ 28.6%	--	--	--
Months Supply of Inventory	0.9	1.7	+ 88.9%	--	--	--
Cumulative Days on Market Until Sale	109	26	- 76.1%	55	40	- 27.3%
Percent of Original List Price Received*	89.3%	<b>112.8%</b>	+ 26.3%	98.4%	<b>105.0%</b>	+ 6.7%
New Listings	7	11	+ 57.1%	21	26	+ 23.8%

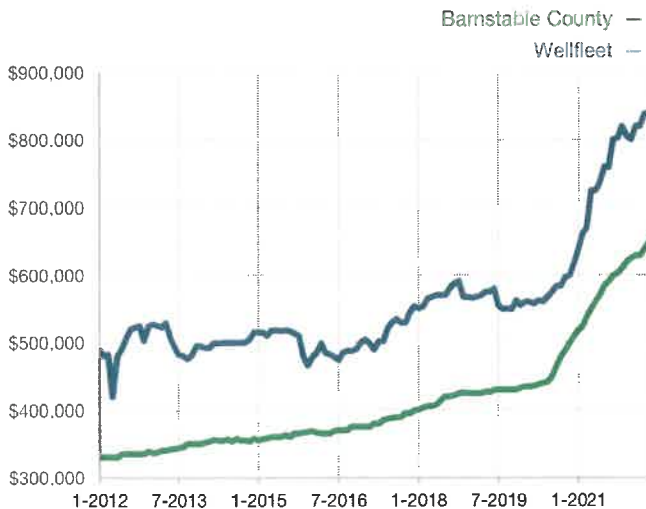
\* Does not account for seller concessions. | Activity for one month can sometimes look extreme due to small sample size.

### Condominium Properties

Key Metrics	May			Year to Date		
	2021	2022	+ / -	2021	2022	+ / -
Pending Sales	0	1	--	4	5	+ 25.0%
Closed Sales	1	0	- 100.0%	6	4	- 33.3%
Median Sales Price*	\$279,000	<b>\$0</b>	- 100.0%	\$265,500	<b>\$346,500</b>	+ 30.5%
Inventory of Homes for Sale	0	8	--	--	--	--
Months Supply of Inventory	0.0	6.2	--	--	--	--
Cumulative Days on Market Until Sale	5	0	- 100.0%	95	22	- 76.8%
Percent of Original List Price Received*	100.0%	<b>0.0%</b>	- 100.0%	98.5%	<b>109.0%</b>	+ 10.7%
New Listings	0	6	--	2	14	+ 600.0%

\* Does not account for seller concessions. | Activity for one month can sometimes look extreme due to small sample size.

### Median Sales Price – Single-Family Properties Rolling 12-Month Calculation



### Median Sales Price – Condominium Properties Rolling 12-Month Calculation



**SUMMARY:** The purpose of these small, housekeeping changes, which were suggested by Interim Building Commissioner Victor Staley, is to make the Bylaw easier to interpret. They in no way change the intent or the substance of what was approved by the 2021 Annual Town Meeting.

**ARTICLE 53 - AMENDING WELFLEET ZONING BY-LAWS, COTTAGE COLONY:**

To see if the Town will amend the Wellfleet Zoning By-Laws by amending the Sections 2.1, 5.3 by striking any text shown a struck through and inserting any text shown in red or underlined, as follows:

**Black pre-existing language in Wellfleet's Zoning Bylaws**  
**Strikethrough** is where a deletion is being made in the current language  
**Red** is additions to the language

**Commented [A25]:** Charlie, the red text will only show if the Town prints the warrant in color, which is not usually done. Instead, new text is typically underlined.

Section II, Section 2.1 DEFINITIONS are amended as follows:

~~It is hereby amended with the following definitions:~~

Cottage Colony - A group of two or more detached dwellings located on the same lot ~~not within the National Seashore Park~~, each containing one dwelling unit only which is designed for independent family living including cooking facilities, ~~and occupied on a seasonal basis only. Seasonal shall be defined as a period commencing April 1 of each calendar year and terminating November 30 of the same calendar year.~~ Each unit shall contain not less than 550 sq. ft. of floor area and not more than 768 sq. ft.

Cottage Colony NSP - A group of two or more detached dwellings located on the same lot within the National Seashore Park, each containing one dwelling unit only which is designed for independent family living including cooking facilities, ~~and occupied on a seasonal basis only. Seasonal shall be defined as a period commencing April 1 of each calendar year and terminating November 30 of the same calendar year.~~ Each unit shall contain not less than 550 sq. ft. of floor area and not more than 768 sq. ft.

By amending Section V, Section 5.3. USE REGULATIONS by inserting into Table 5.3.1 is amended as follows: -insert "Cottage Colony NSP" following "Cottage Colony" as follows:

~~["P" is a permitted use. "O" - An excluded or prohibited use "A" is a use authorized under special permits.]~~

	CD	R1	R2	NSP	C	C2
Cottage Colony	O	A	A	O	A	A
Cottage Colony NSP	O	O	O	O	O	O

or to do or act anything thereon.

(Requested by the Selectboard)

**Two-thirds vote required**

**Recommendations:**

**Selectboard:**

Insert 5-0-0

Recommend 5-0-0

**Finance Committee -**

**SUMMARY:** The size of dwellings within cottage colonies are ideal for housing that might be affordable to local residents and not be income restricted. That Wellfleet has functionally restricted approximately 10% of its housing stock to seasonal use only while we struggle to retain and develop year-round housing is counterproductive. This class of housing also tends to be of modest proportions. It thus commands a lower seasonal rent on the market, making it utterly unreasonable to be restricted to seasonal occupancy only. Wellfleet's year-round housing crisis is well documented. Wellfleet badly needs a more balanced blend of housing options. From young people and families to seniors and well-paid professionals, finding and keeping a year-round rental is less and less possible. 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. The housing crisis is impacting both residents and visitors as it is already affecting the Town's quality of life and economic sustainability.

**ARTICLE NO. 54 – TOWN BYLAW AMENDMENT FOR THE NATURAL RESOURCES ADVISORY BOARD:**

To see if the town will vote to amend ~~its~~ ~~the following general~~ ~~Bylaws by~~ ~~and~~ ~~inserting a new bylaw~~ ~~it~~ into the Town Code, as follows:

Commented [A26]: As a new bylaw, the strike through and bold text is not needed, as it is all new text.

To create a Natural Resources Advisory Board of three ~~to five members and an alternate~~ to be appointed by the Selectboard for three year overlapping terms, to be assisted by the ~~Harbormaster, the Shellfish Warden, the Health/Conservation Officer~~ **Selectboard, Town Administrator, Town Officials and Town Boards as needed** ~~as directed by the Town Administrator~~. The Board to have such duties as the Selectboard may specify but including the following

1. The creation of a Harbor Management Plan ~~and a Ponds Management Plan, each on roughly a ten-year cycle.~~
2. ~~Work with the Town and Town committees for follow-up to implement the Harbor & Ponds plans.~~ **Work with the Town and Town committees for follow-up to implement the Harbor & Ponds plans.**
3. The identification of the natural resources within the Town of significant importance, ~~including but not limited to~~ ~~--vistas, wildlife habitats, recreational open spaces, areas of special beauty, rarity, or historic interest, fauna and flora, especially endangered species, etc.--~~ and ~~to recom-~~ ~~mend~~ appropriate action as may be possible to preserve and protect these resources.

~~3.~~ ~~or to do or act anything thereon.~~

(Requested by the Natural Resources Advisory Board)



## SELECTBOARD

AGENDA ACTION REQUEST

Meeting Date: June 28, 2022

# VII

## BUSINESS II

~ D ~

<b>REQUESTED BY:</b>	<b>Ryan Curley, Chair</b>
<b>DESIRED ACTION:</b>	<b>To review and approve the provisions encouraging the development of affordable housing.</b>
<b>PROPOSED MOTION:</b>  <b>SUMMARY:</b>	<b>I move to approve the Provisions to Encourage the development of affordable housing and send it to the planning board or hold a public hearing</b>
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____



To see if the Town will amend the Wellfleet Zoning By-Laws by Amending 6.28 Provisions to Encourage the Development of Affordable Dwellings in Wellfleet, and to amend the Table of Contents and Sections 2.1, 5.3 as follows:

TABLE OF CONTENTS

["6.28 Provisions To Encourage the Development of Affordable Dwelling in Wellfleet" is hereby amended to read "6.268 Affordable Dwelling Development Provisions To Encourage the Development of Affordable Dwelling in Wellfleet"

**2.1 DEFINITIONS**

[Is hereby amended with the following definitions inserted between Adult Video Store and Alteration]

Affordable Dwelling Development - A tract of land of fifty thousand square feet (50,000 sf) or more containing units of residential housing, of which at least twenty-five percent (25%) are encumbered by affordable dwelling deed restrictions.

Dwelling, Affordable - A dwelling unit which is subject to an affordable dwelling restriction, pursuant to Section 6.28.7, and on a minimum lot size of 20,000 sf

[Is hereby amended with the following definition inserted between Sign, Area of and Solar Photovoltaic Array

Special Permit Granting Authority (SPGA) – The Zoning Board of Appeals except for where the Planning Board is expressly designated as the SPGA.

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**5.3. Use Regulations**

Permitted uses and uses authorized under special permits shall be in conformity with the provisions of Section 5.3 (Use Regulations) and shall not be detrimental or offensive or tend to reduce property values in the same or adjoining districts by reason of dirt, dust, glare, odor, fumes, smoke, gas, sewage, refuse, noise, vibration, danger of explosion or fire, traffic congestion. Any use not listed as a permitted use in Section 5.3 shall be deemed a prohibited use, except that a use not listed in Section 5.3 may be allowed by special permit as provided for in Section 8.4.2 from the Special Permit Granting Authority Board of Appeals, provided said Board determines that the use closely resembles in its neighborhood impact(s) a use listed as permitted or authorized under special permit, in the same zoning district. Said determination shall be in addition to the required findings of the Board as provided for in Section 8.4.2. ATM 4/23/90.

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Table 5.3.1 is amended as follows: Insert " Affordable Dwelling Development " and " Dwelling, Affordable" before "Bed and Breakfast"

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



**6.268 Affordable Dwelling Developments PROVISIONS TO ENCOURAGE THE DEVELOPMENT OF AFFORDABLE DWELLINGS IN WELFLEET**

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(Added 4/26/2011)

**6.268.1 Purpose**

The purpose of this by-law is to further the goal of encouraging various lot sizes and housing types for persons of various income levels in accordance with Massachusetts General Laws, Chapter 40A, Section 9 which allows municipalities to adopt "incentive" ordinances for the creation of affordable year round dwellings, and for the purpose of helping people who, because of rising land prices, have been unable to obtain suitable housing at an affordable price and maintaining a stable economy by preventing out-migration of residents who provide essential services.

**6.28.2 Definitions**

~~Affordable Dwelling Development – A tract of land of fifty thousand square feet (50,000 sf) or more containing units of residential housing, of which at least twenty-five percent (25%) are encumbered by affordable dwelling deed restrictions.~~

~~Dwelling, Affordable – A dwelling unit which is subject to an affordable dwelling restriction, pursuant to Section 6.28.7, and on a minimum lot size of 20,000 sf~~

**6.26.28.3 Authority**

The Planning Board is hereby designated the special permit granting authority for all Affordable Dwelling Development applications under this by-law, and shall have the power to hear and decide applications for special permits and to adopt regulations for carrying out its duties under this by-law.

For the purpose of promoting the development of affordable dwellings in Wellfleet, the Planning Board may by special permit allow the creation of Affordable Dwellings in residential and commercial zoning districts consistent with Section 5.3.1 of the Zoning By-laws. All Affordable Dwellings created shall be for the primary and sole domicile of the eligible tenant or owner for year-round occupancy.

**6.26.38.4 Special Permit Requirements for Affordable Dwellings**

A. The Planning Board shall have the discretion to reduce the off-street parking requirements otherwise applicable under Section 3.1.3.2 where:

- (1) the number of units to be restricted under Section 6.268 equals or exceeds twenty-five percent (25%) of the total units, and;
- (2) the applicant demonstrates that the proposed parking is sufficient to address the parking needs of the Affordable Dwelling and/or Affordable Dwelling Development.

B. The second unit created, and at a minimum, every fourth unit created there-after shall be deed restricted as permanently affordable units, per the applicable standards in Section 6.2826.7 below.

C. An Affordable Dwelling Unit must have the following minimum areas:

- studio two hundred fifty (250) square feet
- one bedroom units seven hundred (700) square feet
- two bedroom units nine hundred (900) square feet
- three bedroom units one thousand two hundred (1,200) square feet
- four bedroom units one thousand four hundred (1,400) square feet

D. The Affordable Dwelling Development must conform to all other requirements of the Zoning By-law. In the event that a provision of Section 6.28 conflicts with another provision of the By-law, the provisions of Section 6.28 shall control.

#### 6.26.48.5 Standards and Criteria

In reviewing applications under this by-law, the Planning Board shall apply the following standards and criteria:

- A. At least twenty-five percent (25%) of all dwelling units created under this by-law shall be restricted as provided for under 6.28.26.7;
- B. At least twenty-five percent (25%) of the total number of bedrooms within any Affordable Dwelling Development shall be within said restricted dwelling units;
- C. The applicant has conformed to the standards and criteria of this by-law and will deliver the needed Affordable Dwelling Units;
- D. The proposed development is suitable for the proposed location, with proportions, orientation, materials, landscaping and other features that provide a stable and desirable character complementary and integral with the site's natural features;
- E. The development, density increase or relaxation of zoning standards has no material, detrimental effect on the character of the neighborhood or Town and is consistent with the performance standards in Section 8.4.2 of the Wellfleet Zoning By-laws.

#### 6.26.5 8-6 Area, Setback and Frontage Requirements for Affordable Dwelling Units and Developments

- A. The Planning Board shall have discretion to reduce or suspend the minimum area and frontage requirements otherwise applicable under Section 5.4.1 of the Wellfleet Zoning By-laws for an Affordable Dwelling Development, provided however that there must be at least 10,000 square feet of lot area for each bedroom created in an Affordable Dwelling Development.
- B. Where an applicant proposes to divide the tract of land that is the locus of a proposed Affordable Dwelling Development, the minimum lot size shall be twenty thousand (20,000) square feet for each affordable unit. All other units included in the development shall comply with lot area requirements in Section 5.4.1 of this Zoning By-law.
- C. The Planning Board may, in its sole discretion, reduce the front, side or rear yard setback requirements of Section 5.4.2, provided however, that said setbacks shall be no less than ten (10) feet.

D. In the case of a subdivided lot, the Planning Board shall have discretion to reduce or suspend the minimum road width for access and frontage may be created through the establishment of a common driveway deemed to provide safe and adequate access.

E. The Planning Board shall have the discretion to permit a density of less than 10,000 square feet for each bedroom if the applicant can demonstrate to the satisfaction of the Planning Board and the Board of Health that the sewage disposal system servicing the development will result in nitrogen loading of less than ten (10) parts per million.

#### 6.26.6 8.7 Affordable Dwelling Restrictions in Affordable Developments

As a condition to any special permit issued under Section 6.28, the applicant shall be required to execute an affordable dwelling restriction ("Restriction") in a form acceptable

to the Planning Board. All restrictions shall be for perpetuity or the longest period allowed by law. The special permit shall not be exercised until the applicant records the Restriction in the Registry of Deeds.

A. The Restriction shall provide that units made available for ownership shall be made available to households earning at or below eighty percent (80%) of the Barnstable County median income (BCMI), adjusted for household size.

The initial sales price of such units shall be calculated on the basis of what a household at seventy percent (70%) of the BCMI could afford to pay (assume a household size of one more than the number of bedrooms in the unit). In determining this amount:

- 1) no more than thirty percent (30%) of the household's gross income may be allocated to housing costs (mortgage principal and interest, real estate taxes, house and private mortgage insurance, and any homeowners' association or condominium fees);
- 2) current interest rates offered for thirty (30) year, no point fixed rate loans with down payments of 5% of total cost shall be applied; and
- 3) current real estate taxes for the Town of Wellfleet shall be used.

B. Any lot containing an Affordable Dwelling shall be subject to a recorded restriction that shall restrict the lot owner's ability to convey interest in the Affordable Dwelling except leasehold estates for the term of the restriction or sale to an income qualified individual or family in accordance with Section 6.28.7 below.

C. It shall be a condition upon every special permit issued under this by-law that the applicant shall comply with any Massachusetts Department of Housing and Community Development ("DHCD") regulations under Chapter 40B of the Massachusetts General Laws and guidelines for qualification of the dwelling units created under this By-law towards the Town's subsidized housing inventory, including but not limited to the form of the affordable dwelling restriction and regulations concerning tenant selection and marketing, unit design standards, and income eligibility standards and maximum rent or sale price.

D. In the event that a dwelling unit subject to a restriction created under this By-law becomes vacant, the owner shall give written notice to the Wellfleet Housing Authority. It is the intent of this by-law that

**Commented [RC1]:** This whole section should be rewritten it is out of date. For instance BCMI should be AMI. We should just apply the state standards to it.

a local preference shall be used in filling vacancies to the extent permitted by DHCD regulations and guidelines and state or federal laws.

E. An Affordable Dwelling available for rental shall be rented to households earning at or below eighty percent (80%) of the Barnstable County median income (BCMI), adjusted for household size. Maximum rents for studio, one-bedroom, two-bedroom, etc., units respectively, shall be in accordance with current Housing and Urban Development (HUD) published Fair Market Rental Guidelines for Barnstable County.

All occupants of the affordable dwelling shall upon initial application and annually thereafter submit to the Town or its agent necessary documentation to confirm their eligibility for the dwelling unit.

Property owners are required to submit to the Town or its agent information on the rents to be charged along with a lease for a one year period. Each year thereafter they shall submit information to the Town or its agent on annual rents charged along with a one year lease.

F. This section shall not prevent a lot owner from building an affordable dwelling that meets the requirements of this by-law and from transferring such dwelling and lot to an income eligible immediate family member (sibling, parent or child) by gift or inheritance, provided that the restriction required by Section 6.28.7 is properly recorded prior to issuance of a building permit.

G. Penalty – Failure to comply with any provision of this section may result in fines established in Section 8.3 of the Wellfleet Zoning By-laws. Any profits or proceeds from leasing, rental or sale which has not received prior consent from the Wellfleet Housing Authority, shall be paid to the Wellfleet Affordable Housing Trust Fund.

**SUMMARY:**

These amendments resolve an inconsistency in our zoning bylaws where the Planning Board has previously reserved their rights as a Special Permit Granting Authority. The definitions previously contained in PROVISIONS TO ENCOURAGE THE DEVELOPMENT OF AFFORDABLE DWELLINGS IN WELLFLEET are moved to section 2.1 Definitions. The Use Table (Section 5.2) is updated to reflect the pre-existing bylaw. The minimum lot size is not required in the definition as it separately controlled by 6.26.7 B. The amendments renumber the current section 6.28 to 6.26 and updates to numbering within the bylaw reflect that the definitions have been moved to section 2.1. Wellfleet does not currently have a section 6.26 or 6.27 in our Zoning Bylaws.

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# SELECTBOARD

AGENDA ACTION REQUEST  
Meeting Date: June 28, 2022

VII

## BUSINESS II

~ E ~

<b>REQUESTED BY:</b>	Ryan Curley, Chair
<b>DESIRED ACTION:</b>	To review and approve the amendments for the Affordable Zoning Bylaw.
<b>PROPOSED MOTION:</b>  <b>SUMMARY:</b>	I move to approve the Affordable Zoning Bylaw amendments as presented and submit to the planning board to hold a public hearing within 65 days
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____

To see if the Town will amend the Wellfleet Zoning By-Laws by inserting 6.28-B27 Affordable Lots and Affordable Undersized Lots, and to amend the Table of Contents and Sections 2.1, 5.3 as follows:

TABLE OF CONTENTS

["6.28-B27 Affordable Lots and Affordable Undersized Lots" is hereby inserted between "6.28 Provisions To Encourage The Development of Affordable Dwellings In Wellfleet" and "6.29 Fast Food & Formula Restaurant Prohibition"]

2.1 DEFINITIONS

[Is hereby amended with the following definitions inserted between Adult Video Store and Alteration]

Affordable Lot - A lot containing not less than 10,000 sq ft of contiguous upland area that otherwise does not meet the zoning requirements for a buildable lot. A of a One Family Dwelling may be constructed upon as an affordable homeownership or affordable rental dwelling unit in perpetuity or the maximum time period allowed by law, and shall be in compliance with 760 CMR 56.00 the Local Initiative Program (LIP) and meet the guidelines and standards promulgated thereunder by the Department of Housing and Community Development (DHCD) for inclusion in the DHCD Ch 40B Subsidized Housing Inventory as Local Action Units.

Affordable Undersized Lot - A lot containing less than 10,000 sq ft of contiguous upland area that otherwise does not meet the zoning requirements for a buildable lot. A of a One Family Dwelling may be constructed upon as an affordable homeownership or affordable rental dwelling unit in perpetuity or the maximum time period allowed by law, and shall be in compliance with 760 CMR 56.00 the Local Initiative Program (LIP) and meet the guidelines and standards promulgated thereunder by the Department of Housing and Community Development (DHCD) for inclusion in the DHCD Ch 40B Subsidized Housing Inventory as Local Action Units. An affordable undersized lot shall be subject to any conditions attached to a Special Permit issued by The Special Permit Granting Authority.

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Contiguous Upland – any portion of property where upland is unintruded by other features

5.3. Use Regulations

Table 5.3.1 is amended as follows: Insert "Affordable Lot" and "Affordable Undersized Lot" before "Bed and Breakfast"

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

	CD	R1	R2	NSP	C	C2
Affordable Lot	P	P	P	O	P	P
Affordable Undersized Lot	A	A	A	O	A	A

5.4.1 is amended as follows:



5.4.1 Minimum Lot Requirements

5.4.1 Minimum Lot Requirements	CD	R1	R2	NSP	C	C2
Area (Square Feet) <sup>1</sup>	20,000	30,000	40,000	3 Acres	40,000	30,000
Frontage (feet) <sup>2</sup>	125	135	135 <sup>17</sup>	200	200	135

5.4.2 Minimum Yard Requirements <sup>3</sup>	CD	R1	R2	NSP	C	C2	MSO
Front (feet)	25	30	30 <sup>18</sup>	50	100 <sup>19</sup>	50 <sup>20, 21</sup>	25 <sup>22</sup>
Side (feet)	20	25	25	35	35	35 <sup>23, 24</sup>	6
Rear (feet)	25	30	30	35	35	35 <sup>25, 26</sup>	15

6.278-B Affordable Lots and Affordable Undersized Lots

6.278-B.1 Purpose: The purpose of this bylaw is to increase the supply of housing that is available and permanently affordable to low or moderate income households by allowing affordable dwellings ~~units~~ to be built on otherwise non-complying lots, provided the lots meet the criteria listed herein.

6.278-B.2 Applicability - This bylaw applies shall apply to lots of record as of January 1, 202~~4~~ which do not meet the zoning requirements for a buildable lot as determined by The Town. Any increase in tax assessment for an applicable lot shall only occur upon an issuance of a building permit for an affordable One Family Dwelling on that applicable lot.

~~It is intended that the affordable housing units~~ Any Dwellings created under this bylaw shall qualify as low or moderate income units for purposes of M.G.L. Ch. 40B sec. 20-23 and shall be in compliance with 760 CMR 56.00 the Local Initiative Program (LIP) and shall meet the guidelines and standards promulgated thereunder by the Department of Housing and Community Development (DHCD) for inclusion in the DHCD Ch 40B Subsidized Housing Inventory as Local Action Units.

<sup>1</sup> minimum area for Affordable Lots are governed by Section 6.27

<sup>2</sup> minimum frontages for Affordable Lots are governed by Section 6.27

<sup>3</sup> Minimum setbacks are for Affordable Lots are governed by Section 6.27

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6.278-B-3 The Building Inspector may allow construction of a One Family Dwelling, ~~to be~~ restricted ~~a~~ by a Regulatory Agreement and/or Deed Rider, in an acceptable form, ~~be~~ executed and recorded by the applicant, as an affordable homeownership or rental dwelling unit in perpetuity or the maximum time period allowed by law, on an eligible parcel of land that meets the following criteria:

1. Parcel is not within the National Seashore Park District;
2. Parcel has no existing dwelling unit
3. Parcel contains at least 10,000 square feet of contiguous upland area;
4. Parcel satisfies applicable Board of Health requirements;
5. Parcel satisfies applicable Town of Wellfleet's Conservation Commission Environmental Protection Regulations;
6. Parcel has a minimum of twenty (20) feet of frontage on a way previously approved by the Planning Board or a public way, having, in the opinion of the Planning Board, sufficient width, suitable grades and adequate construction to provide the needs of vehicular traffic. Lots without suitable frontage may be ~~buildable~~ Permitted under this section if there is an adequate recorded access easement of at least twenty (20) feet in width from the lot to a previously way approved by the Planning Board or a public way, having, in the opinion of the Planning Board, sufficient width, suitable grades and adequate construction to provide the needs of vehicular traffic and emergency response apparatus;
7. The setbacks shall not be less than fifteen (15) feet. ~~nor shall a dwelling be built within fifteen (15) feet of the any other dwelling or principal structure.~~ If a dwelling is built within twenty five (25) feet of any other dwelling or principal structure a stockage type fence at least 6' in height ~~may shall~~ be required by the Permit Granting Authority.
8. ~~A applicant under this Section shall submit a site plan that depicts the dimensions and setbacks of the subject Parcel, and the existing setbacks of principal structures on the lots immediately adjacent to the subject lot must be shown on the plans.~~
7. ~~The existing setbacks of principal structures on the lots immediately adjacent to the subject lot must be shown on the plans;~~
9. ~~A Parcel shall not be built upon if the Parcel; was purposely created, subject to a deed restriction or designated as an unbuildable lot as part of a subdivision open space or park, or by any other condition or agreement with the Town.~~
- 8.10. ~~Parcel shall not be built upon if it was purposely created as an unbuildable lot as part of a subdivision open space or park, or by any other condition or agreement with the Town;~~
11. No part of any access driveway may be within fifteen (15) feet of a principal structure on an adjoining lot.
12. ~~The Applicant submits a Regulatory Agreement and Affordable Housing Deed Rider, to be approved as to form by Town Counsel, that restricts the use of the dwelling unit to Low- or Moderate-Income housing in perpetuity, or the maximum time period allowed by law. Said Regulatory Agreement shall include an Affirmative Fair Marketing Plan that complies with DHCD's requirements for the selection of income-~~

eligible tenants/occupants and shall identify a Monitoring Agent who shall be responsible for ensuring that any re-sales of units created under this bylaw shall be made to income-eligible purchasers and comply with the Affirmative Fair Marketing Plan and Affordable Housing Deed Rider. The Applicant shall work with the Town to provide any information necessary to ensure that units created under this bylaw are eligible for inclusion on the Subsidized Housing Inventory maintained by the DHCD as Local Action Units. No building permit (or no certificate of occupancy?) shall be issued until the Regulatory Agreement and Affordable Housing Deed Rider has been approved by Town Council, executed by all parties, and recorded at the registry of deeds and proof of such recording has been furnished to the Building Inspector.

9.13.

**6.278-B.4** ~~The Zoning Board of Appeals - As the Special Permit Granting Authority under this section The Zoning Board of Appeals, may grant a special permit to allow construction of a One Family Dwelling, to be restricted as an affordable homeownership or rental dwelling unit in perpetuity or the maximum time period allowed by law, on a lot less than 10,000 square feet of upland if:~~

1. ~~The Board finds that such a reduction in minimum lot requirement would further the purposes of the bylaw without causing any undue nuisance, hazard or congestion in the Town or neighborhood.~~
2. ~~All criteria outlined in section 6.28.B.3, except the minimum 10,000 square foot of upland requirement of 6.28.B.3, paragraph 3, must be met for Board of Appeals approval of a lot with an area under 10,000 square feet upland in size.~~
3. ~~The Special Permit Granting Authority may impose reasonable conditions and restrictions on the special permit that, in the opinion of the Zoning Board of Appeals, are necessary or appropriate to carry out the intent and purposes of the bylaw and protect the health, safety, convenience, and general welfare of the inhabitants of the Town. The Special Permit Granting Authority may impose conditions and restrictions on the special permit, including, but not limited to, a) restricting the total number of bedrooms or occupants in the dwelling, b) such other restrictions or limitations as are considered necessary or appropriate to carry out the intent and purposes of the bylaw.~~

**6.278-B.5** ~~Transfer or Sale - The Permit Granting Authority under this section, shall allow the lot owner to transfer or to rent the constructed One Family Dwelling at an affordable price or rent per the applicable standards in Bylaw section 6.27.2, provided that the unit is restricted in such a way that future transference or leasing comply with the applicable affordability requirements in Bylaw section 6.27.2. Transfer or Sale - The Permit Granting Authority under this section, shall allow the lot owner to transfer or to rent the constructed One Family Dwelling at an affordable price or rent per the applicable standards in Bylaw section 6.28.B.1, provided that the unit is restricted in such a way that future transference or leasing comply with the applicable affordability requirements in Bylaw section 6.28.B.1.~~

**6.278-B.6** ~~Affordability -~~

~~Affordability - No Building Permit or Certificate to Occupy shall be issued by the Building Inspector until the developer has demonstrated that all of the applicable~~

~~requirements of 6.27 have been met. No Building Permit or Certificate to Occupy shall be issued by the Building Inspector until the developer has demonstrated that all of the applicable requirements of 6.28.B.1 have been met.~~

6.27 ~~8.B.10~~ Conflicts with other bylaws \_ The provisions of this bylaw shall be considered supplemental to all other zoning bylaws. To the extent that a conflict exists between this bylaw and others, this bylaw, and the provisions therein, shall apply..

#### SUMMARY

This bylaw provides limited relief of zoning requirements to promote the development of otherwise unbuildable lots solely for the purpose of deed-restricted affordable single-family homes in perpetuity or the maximum allowable period by law. The relief granted is a reduction in the minimum lot size, frontage, and setbacks. There are a total of 18 parcels that have a high probability and 26 additional parcels where it may be applicable. These parcels are largely within neighborhoods of similarly sized lots. There is no increase in tax burden borne by the owner of one of these parcels until a building permit has been issued. This bylaw will only apply to pre-existing lots and will not be applicable new lots. 10,000 sq ft is the minimum allowed lot size for Title V septic systems. It is important to note that other issues could cause a lot to be functionally unbuildable such as the location of abutter's wells and septic systems. This is an opportunity for private parties to build a limited number of affordable units that would remain affordable in perpetuity.



Ryan Curley &lt;ryan.d.curley@gmail.com&gt;

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**FW: Wellfleet: 2022 ATM Town Meeting Warrant with KP comments and edits**

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Charles Sumner &lt;Charles.Sumner@wellfleet-ma.gov&gt;

Mon, Mar 14, 2022 at 10:33 AM

To: Board of Selectmen &lt;BoS@wellfleet-ma.gov&gt;

Cc: Rebecca Roughley &lt;Rebecca.Roughley@wellfleet-ma.gov&gt;, Rebekah Eldridge &lt;Rebekah.Eldridge@wellfleet-ma.gov&gt;, "Carolyn M. Murray" &lt;CMurray@k-plaw.com&gt;

Good morning all,

My flight was delayed until tomorrow. Please find attached a copy of Town Counsel's comments on Draft No. 5 of the Annual Town Meeting Warrant. I will ask Rebecca Roughley and Rebekah Eldridge to work to incorporating these comments into Draft no. 6 while I am away. However, I wanted you all to be aware of some of the critical issues raised by Town Counsel.

Thanks Charlie

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**From:** Carolyn M. Murray <CMurray@k-plaw.com>**Sent:** Friday, March 11, 2022 6:46 AM**To:** Charles Sumner <Charles.Sumner@wellfleet-ma.gov>**Subject:** Wellfleet: 2022 ATM Town Meeting Warrant with KP comments and edits

Charlie,

Attached are our comments and revisions to draft 5 of the Annual Town Meeting warrant. As you will see, there are a number of comments in the margins which need to be addressed. For example, please see comments regarding the short-term rental special account that you wish to establish. Also, with respect to what was Article 50 and is now Article 51 in draft 5 of the warrant, the Affordable Lots Zoning Amendment, I made several revisions in the body of the warrant, but offer additional comments below for the Planning Board to consider as they conduct their public hearings on the zoning amendments. Finally, I recommend that any articles where borrowing is contemplated be referred to Bond Counsel for review.

I also reviewed the ballot questions on the draft election warrant. Please note that there are ballot questions suggesting a general Proposition 2 ½ override, but I see nothing in the Town Meeting warrant to suggest a general override is being considered. Perhaps you are still working on that issue?

If you would like to schedule a time to discuss any of the comments in the warrant, please let me know.

Our comments on former Article 50, now Article 51, the Affordable Lots Zoning Bylaw are as follows:

General Observation:

Our general observation is that, as presented, the proposed amendments under Article 51 create both redundancies and inconsistencies with other sections of the Bylaw, as well as some ambiguous provisions, resulting in a bylaw that



may prove difficult to interpret and enforce. I've described below several of the more problematic issues I see.

### Organizational Issues:

1. Article 51 proposes a new Section 6.28.B to be inserted after Section 6.28, which is entitled "Provisions to Encourage the Development of Affordable Dwellings in Wellfleet." There is no Section 6.28.A. From an organizational standpoint, this makes no sense. Since the new Section 6.28.B also addresses development of affordable dwellings, I think it makes sense to amend the article to propose a renumbering of Section 6.28 to 6.28.A.
2. Article 51 proposes to add definitions of "Affordable Lot" and "Undersized Affordable Lot" to the Zoning Bylaw's Definition Section, 2.1. However, the current Section 6.28 has its own definitions section, defining "Affordable Dwelling" and "Affordable Dwelling Development" – neither of which terms are also defined in Section 2.1. For consistency and ease of use purposes, I suggest that the new definitions be incorporated into Section 6.28.B, rather than be added to Section 2.1.

### Inconsistencies:

1. The proposed Section 6.28.B.1 describes the purpose of Section 6.28.B as "to increase the supply of housing that is available and permanently affordable to low or moderate income households by allowing affordable dwelling units to be built on otherwise non-complying lots..." [emphasis added.] I note that the term "affordable dwelling" is used in the existing Section 6.28 to refer to a dwelling unit which is subject to affordability restrictions, but is on a minimum lot of 20,000 s.f. The Section 6.28 definition is presently limited in its context to dwelling units built under a Section 6.28 special permit for an Affordable Dwelling Development. However, the lot sizes permitted for one-family dwellings under the proposed Section 6.28.B (subject to essentially same affordability restrictions) can be as low as 10,000 s.f. by right, or less than 10,000 s.f. by special permit from the ZBA. Presumably (although not specifically stated in the Section 6.28.B.2 Applicability Section), the new 6.28.B provisions are meant to permit the development of low-moderate income (i.e. affordable) one-family dwellings on lots *other* than those created as part of an Affordable Dwelling Development. Potential interpretation problems can be avoided either by eliminating the term "affordable dwelling" from Section 6.28.B, or amending the existing Section 6.28 definition of "Affordable Dwelling Unit" by deleting the term "and on a minimum lot size of 20,000 s.f." Notably, the minimum 20,000 s.f. minimum is included in Paragraph B of the Section 6.28.6 dimensional requirements. Therefore, eliminating the minimum lot size from the definition would not alter the existing minimum lot area requirements for Affordable Dwelling Units in Affordable Dwelling Developments.
2. The lot area parameters contained in the proposed new definitions of "Affordable Lot" and "Affordable Undersized Lot" are inconsistent with the definitions of Lot Area and Lot Frontage as defined in Section 2.1 of the Bylaw and used in the Table of Intensity Regulations. Both new definitions refer to lots containing a minimum amount of "contiguous upland area that does not meet zoning requirements for a buildable lot." These same requirements are included in proposed Section 6.28.B.3. The terms "contiguous upland" and "buildable lot" do not appear in the Section 2.1 Definition of Lot Area. Also neither of these terms is defined in Section 2.1 or in the proposed by-law.
3. Proposed Section 6.28.B.3 requires a "a minimum of twenty (20) feet of frontage on a way previously approved by the Planning Board or a public way, having in the opinion of the Planning Board, sufficient width, suitable grades and adequate construction ..." This is somewhat inconsistent with the definition of Lot Frontage in Section 2.1 of the Bylaw – "the portion of a lot fronting upon and having access to a street." Moreover, the terms "Street" "Private Street" and "Public Street" are all defined in Section 2.1. They do not use the same terminology as used in Section 6.28.B.3.

### Some other drafting issues:

Proposed Section 6.28.B.3(2) Applicability:

1. Section 6.28.B.2 uses the phrase "do not meet the zoning requirements of a buildable lot as determined by the Town." As discussed, the term "buildable lot is not defined. Also, what does "determined by the Town" mean? Does it mean the intensity of use requirements as specified in Section 5.4 of the Bylaw? The term is very ambiguous and should be revised to clarify the intention. Also, it is unclear from the language in the proposed Section 6.28.B. 2 whether or not it can apply to a lot created before Jan. 1, 2021 even if it had been held in common ownership with another nonconforming lot.

2. A footnote should be added to the Section 5.4 Intensity of Use Schedule to the effect that the minimum area and frontages for Affordable Lots are governed by Section 6.28.B.

3. By virtue of existing Section 6.21 of the Bylaw, an accessory affordable dwelling unit would be a permissible accessory use to a dwelling constructed on an Affordable Lot. If this is not the intended result, then Section 6.21 needs to be amended to exclude its applicability to dwellings constructed on Affordable Lots.

Proposed Section 6.28.B.3 (8):

1. The requirement that a dwelling may not be built within 15 feet of any other dwelling or principal structure should be deleted as it conflicts with paragraph (7) of proposed Section 6.28.B.3 already requires minimum 15 foot front, side and rear yard setbacks.

2. Since Section 6.28.B.3 sets out the criteria which the Building Inspector must apply in order to issue a building permit for construction of a dwelling on an Affordable Lot, it should not include open-ended or discretionary requirements. Thus, the provision in paragraph (8) providing that "a stockage[stet] fence at least 6' in height may be required by the Permit Granting Authority" is inappropriate in this situation. Either a fence of the specified minimum height should be a standard requirement in the stated circumstance of the dwelling being built within 25 feet of any other dwelling or principal structure, or the requirement should be eliminated.

Proposed Sections 6.28.B.3 (12) and 6.28.B.6:

The criterion for issuance of a building permit specified in paragraph (12) of proposed Section 6.28.B.3 is simply that the applicant "submits" a Regulatory Agreement and/or Affordable Housing Deed Rider to be approved as to form by Town Counsel. There is no requirement that the approved instruments be executed and recorded either before the Building Permit is issued or before the occupancy permit is issued. Proposed Section 6.28.B.6 provides only that "No Building Permit or Certificate of Occupancy shall be issued until the developer has demonstrated that all applicable requirements of 6.28.B.1 have been met." Section 6.28.B.1, however, merely describes the Bylaw's "intention" that the affordable housing units qualify as low or moderate income units for purposes of G.L. c. 40B, and are in compliance with DHCD's standards for inclusion on the Chapter 40B Subsidized Housing Inventory of Local Action Units. Who will be responsible ensuring (1) that a particular dwelling does, in fact, qualify for inclusion on the Subsidized Housing inventory, and (2) that the necessary instruments are recorded? And at what point in the process will this be done? Who will be monitoring re-sales to ensure compliance going forward? We have revised the article to address some of these issues, but the sponsor of the article may have different ideas.

Thank you,

Carolyn M. Murray, Esq.

**KP | LAW**

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**From:** Charles Sumner <[Charles.Sumner@wellfleet-ma.gov](mailto:Charles.Sumner@wellfleet-ma.gov)>  
**Sent:** Tuesday, March 1, 2022 1:22 PM  
**To:** Carolyn M. Murray <[CMurray@k-plaw.com](mailto:CMurray@k-plaw.com)>  
**Subject:** 2022 ATM Town Meeting Warrant

Hello Carolyn,

Sorry but there are a few more new articles!

Charlie

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 **KP-#803445-v1-WELL\_2022\_ATM\_Town\_Meeting\_Warrant\_draft\_5\_w\_KP\_edits.DOCX**  
435K



**From:** Carolyn M. Murray <[CMurray@k-plaw.com](mailto:CMurray@k-plaw.com)>  
**Sent:** Friday, March 11, 2022 6:46 AM  
**To:** Charles Sumner <[Charles.Sumner@wellfleet-ma.gov](mailto:Charles.Sumner@wellfleet-ma.gov)>  
**Subject:** Wellfleet: 2022 ATM Town Meeting Warrant with KP comments and edits

Charlie,

Attached are our comments and revisions to draft 5 of the Annual Town Meeting warrant. As you will see, there are a number of comments in the margins which need to be addressed. For example, please see comments regarding the short-term rental special account that you wish to establish. Also, with respect to what was Article 50 and is now Article 51 in draft 5 of the warrant, the Affordable Lots Zoning Amendment, I made several revisions in the body of the warrant, but offer additional comments below for the Planning Board to consider as they conduct their public hearings on the zoning amendments. Finally, I recommend that any articles where borrowing is contemplated be referred to Bond Counsel for review.

I also reviewed the ballot questions on the draft election warrant. Please note that there are ballot questions suggesting a general Proposition 2 ½ override, but I see nothing in the Town Meeting warrant to suggest a general override is being considered. Perhaps you are still working on that issue?

If you would like to schedule a time to discuss any of the comments in the warrant, please let me know.

Our comments on former Article 50, now Article 51, the Affordable Lots Zoning Bylaw are as follows:

General Observation:

Our general observation is that, as presented, the proposed amendments under Article 51 create both redundancies and inconsistencies with other sections of the Bylaw, as well as some ambiguous provisions, resulting in a bylaw that may prove difficult to interpret and enforce. I've described below several of the more problematic issues I see. .

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Resolved by amending 6.28

Organizational Issues:

1. Article 51 proposes a new Section 6.28.B to be inserted after Section 6.28, which is entitled "Provisions to Encourage the Development of Affordable Dwellings in Wellfleet." There is no Section 6.28.A. From an organizational standpoint, this makes no sense. Since the new Section 6.28.B also addresses development of affordable dwellings, I think it makes sense to amend the article to propose a renumbering of Section 6.28 to 6.28.A.

Resolved by renumbering 6.28 there is no 6.27

1.

2. Article 51 proposes to add definitions of "Affordable Lot" and "Undersized Affordable Lot" to the Zoning Bylaw's Definition Section, 2.1. However, the current Section 6.28 has its own definitions section, defining "Affordable Dwelling" and "Affordable Dwelling Development" – neither of which terms are also defined in Section 2.1. For consistency and ease of use purposes, I suggest that the new definitions be incorporated into Section 6.28.B, rather than be added to Section 2.1.

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Because this is also commented on elsewhere I decided the best way of addressing it was to take the definitions out of 6.28 Provisions to Encourage the Development of Affordable Dwellings in Wellfleet and adding them to definitions. It is the only zoning bylaw with it's own definitions, additionally because it contained these definitions a strict reading of the pre-existing bylaws the ONLY affordable dwellings allowed in the Town are those constructed pursuant to 6.28.7

2. " Dwelling, Affordable - A dwelling unit which is subject to an affordable dwelling restriction, pursuant to Section 6.28.7, and on a minimum lot size of 20,000 sf"

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Inconsistencies:

1. The proposed Section 6.28.B.1 describes the purpose of Section 6.28.B as "to increase the supply of housing that is available and permanently affordable to low or moderate income households by allowing affordable dwelling units to be built on otherwise non-complying lots..." [emphasis added.] I note that the term "affordable dwelling" is used in the existing Section 6.28 to refer to a dwelling unit which is subject to affordability restrictions, but is on a minimum lot of 20,000 s.f. The Section 6.28 definition is presently limited in its context to dwelling units built under a Section 6.28 special permit for an Affordable Dwelling Development. However, the lot sizes permitted for one-family dwellings under the proposed Section 6.28.B (subject to essentially same affordability restrictions) can be as low as 10,000 s.f. by right, or less than 10,000 s.f. by special permit from the ZBA. Presumably (although not specifically stated in the Section 6.28.B.2 Applicability Section), the new 6.28.B provisions are meant to permit the development of low-moderate income (i.e. affordable) one-family dwellings on lots *other* than those created as part of an Affordable Dwelling Development. Potential interpretation problems can be avoided either by eliminating the term "affordable dwelling" from Section 6.28.B, or amending the existing Section 6.28 definition of "Affordable Dwelling Unit" by deleting the term "and on a minimum lot size of 20,000 s.f." Notably, the minimum 20,000 s.f. minimum is included in Paragraph B of the Section 6.28.6 dimensional requirements. Therefore, eliminating the minimum lot size from the definition would not alter the existing minimum lot area requirements for Affordable Dwelling Units in Affordable Dwelling Developments.

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1-2. Resolved by moving the and amending definitions, emphases why it needed to amended

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2. The lot area parameters contained in the proposed new definitions of "Affordable Lot" and "Affordable Undersized Lot" are inconsistent with the definitions of Lot Area and Lot Frontage as defined in Section 2.1 of the Bylaw and used in the Table of Intensity Regulations. Both new definitions refer to lots containing a minimum amount of "contiguous upland area that does not meet zoning requirements for a buildable lot." These same requirements are included in proposed Section 6.28.B.3. The terms "contiguous upland" and "buildable lot" do not appear in the Section 2.1 Definition of Lot Area. Also neither of these terms is defined in Section 2.1 or in the proposed by-law.

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2-3. Resolved by adding a definition of contiguous upland. Buildable lot comment is resolved by striking the word buildable for the purpose of our zoning bylaws a "lot" is a buildable lot and unbuildable lot is not considered a lot.

3. Proposed Section 6.28.B.3 requires a "a minimum of twenty (20) feet of frontage on a way previously approved by the Planning Board or a public way, having in the opinion of the Planning Board, sufficient width, suitable grades and adequate construction ..." This is somewhat inconsistent with the definition of Lot Frontage in Section 2.1 of the Bylaw – "the portion of a lot fronting upon and having access to a street." Moreover, the terms "Street" "Private Street" and "Public Street" are all defined in Section 2.1. They do not use the same terminology as used in Section 6.28.B.3.

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A public way is defined by the state.

Wellfleet Zoning Bylaws

"Street - A street or way other than a private way which meets the minimum requirements of the Planning Board as established in accordance with the provisions of Section 81L of Chapter 41 (Subdivision) of the General Law.

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Street, Private - A way which has not been accepted by the Town as a public street or way, or one which has not been dedicated to public use in accordance with an approved subdivision or one in which the public has not acquired rights of usage by prescription.

Street, Public - A street or way laid out and accepted by the Town as a public way, or a state or county road or way."

State:

#### DEFINITIONS AND CLASSIFICATION OF MASSACHUSETTS STREETS AND WAYS.

##### 1.1 PUBLIC WAYS

"Public ways" as a generic term includes state highways, county highways, town ways and statutory private ways.

Generally speaking an existing way in a city or town in the Commonwealth is not a "public way" - that is, one which a city or town has the duty to maintain free from defects (see Massachusetts General Laws ("G.L." hereafter) c. 84, §§1, 15 and 22 and First National Bank of Woburn v. Woburn, 192 Mass. 220 (1906)) - unless it has become public in character by one of three ways: (i) a laying out by public authority in the manner prescribed by statute (for example, M.G.L. c. 82, §§1-32); (ii) prescription; and (iii) prior to 1846, a dedication by the owner to public use, permanent and unequivocal (see Longley v. Worcester, 304 Mass. 580 at 587-589 (1939)), coupled with an express or implied acceptance by the public. McLaughlin v. Town of Marblehead, 68 Mass. App. Ct. 490, 495 (2007); Fenn v. Town of Middleborough, 7 Mass.App.Ct. 80, 83-84 (1979).

For the creation of a public way by prescription, see G.L. c. 187, §2, Carmel v. Baillargeon, 21 Mass.App.Ct. 426, 429-31 (1986); . Fenn v. Town of Middleborough, 7 Mass.App.Ct. 80, 83-84 (1979); Schulze v. Huntington, 24 Mass.App.Ct. 416, 417 (1987). For the creation of public ways by dedication, see G.L. c. 84, §23, 1846 Mass. Acts 203, §1; Loriot v. Keene, 343 Mass. 358, 360-61 (1961). Given the unavailability

1

of dedication as a means of establishing a public way after the effective date of 1846 Mass. Acts 203, §1 and the difficulties in establishing a public way by prescription, most public ways now assume their public character by laying out by a public authority under statute.

Public ways in Massachusetts consist of state highways, highways/county ways, town ways and statutory private ways, each of which is governed by statute.

The manner of layout, alteration, acquisition of land and easements, discontinuance, construction, maintenance and repair of state highways is set forth in G.L. c. 81, which dates from 1893. G.L. c. 82 (which dates to 1693) governs the method of layout of town and county ways. Unlike the usual situation in state highways, a town or county way is usually a mere easement. This is so because of a long standing judicial doctrine that there will not be created a greater interest or estate than is essential for the public use. Thus an easement for travel is to be presumed unless otherwise stated.

When a public street or highway is laid out and constructed under the general laws of this Commonwealth, the public acquires an easement in the land, which includes a right to occupy it for every kind of travel and communication of persons and every movement of property, that is reasonable and proper in the use of a public street. [Citation omitted]. Subject to this paramount right, the owner of the fee retains his ownership of every valuable interest in the land, and he may use it in any way that does not interfere with the right of the public to the enjoyment of its easement.

Opinion of the Justices, 208 Mass. 603, 605 (1911).

It has been the presumption of the courts that a public way is limited to an easement. In City of Boston v. Richardson, 95 Mass. (13 Allen), 146, 159 (1866), the court made a declaration of public policy by stating:

"the right of the public in a highway, even when so ancient that its origin is unknown, is ordinarily limited to an easement for the purposes of travel; and upon the taking of land for a highway by authority of the

legislature, very clear words are necessary in order to vest in the public the fee in soil."

This theory of law was explained in Smith v. Slocomb, 75 Mass. (9 Gray), 36, 37 (1857) as follows:

"in this commonwealth...by taking land for a highway the public take an easement only, and not a fee; and that the fee must be in somebody, and not in abeyance, and remains in the abutter; and that the public easement so completely takes all that can be made serviceable to the owner, that what remains cannot be considered of much value:..."

It should also be noted that the term "highway" in Massachusetts is an expansive term, including not only the paved surfaces of a roadway but areas other than and outside of those surfaces, so long as the purpose of the area is to assist in travel.

The term 'highway', as generally understood, does not have a restrictive or static meaning. It denotes ways laid out or constructed to accommodate modes of travel (and other related purposes) that change as customs change and as technology develops. [Citations omitted.] 'In the most primitive state of society the conception of highway was merely a footpath; in a slightly more advanced state it included the idea of a way for pack animals; and, next, a way for vehicles drawn by animals. . . . And thus the methods of using public highways expanded with the growth of civilization until today our urban highways are devoted to a variety of uses not known in former times, and never dreamed of by the owners of the soil when the public easement was acquired.' [Citation omitted].

Because of this view of the scope of the term 'highway', a footpath has been considered to be a part of a highway [citation omitted], and a sidewalk beside a roadway has been deemed part of that way [citation omitted]. . . . The same reasoning has led to the inclusion of bicycle paths along roadways within the scope of those ways. [Citation omitted.]

Opinion of the Justices, 370 Mass. 895, 901-902 (1976). [This case held that highway trust fund moneys could be expended on the construction and maintenance of bicycle pathways in Massachusetts].

Thus, "the word 'highway' in a popular sense includes all public traveled



ways, whether county or town ways [citation omitted]. So, of the word 'road.'" Clark v. Hull, 184 Mass. 164, 166 (1903). But see the technical distinction between "highways" and town ways in Newburyport Redevelopment Authority v. Commonwealth, 9 Mass. App. Ct. 206, 223 (1980) where it is stated: The distinction between highways and town ways, which has existed since at least 1693, lies in the fact that the former are and have been laid out under G.L. c. 82, Section 1, or its statutory predecessors, while the latter are and have been laid out under G.L. c. 82, Section 21, or its predecessors. [While now a city council or board of aldermen may, if their city charter so provides, lay out highways, previously G.L. c. 82] Section 1 provided for the laying out of highways by authorities having jurisdiction throughout a county [now county commissioners], while the predecessors of Section 21 provided for the laying out of town ways by a board of selectmen with the approval of the town meeting.

3. An important distinction between highways and town ways is that highways may not be discontinued without notice to towns and abutters and concurrence of the county commissioners (G.L. c. 82, Sections 1 and 3), while town ways may be discontinued by town meeting vote or vote of a city council without notice to abutters (G.L. c. 82, Section 21). Upon discontinuance, a state highway becomes a town way. As to the effect of a discontinuance, see Section 6 herein on Discontinuances and the discussion of Nylander v. Potter, 423 Mass. 158 (1996)."

#### Some other drafting issues:

##### Proposed Section 6.28.B.3(2) Applicability:

1. Section 6.28.B.2 uses the phrase "do not meet the zoning requirements of a buildable lot as determined by the Town." As discussed, the term "buildable lot" is not defined. Also, what does "determined by the Town" mean? Does it mean the intensity of use requirements as specified in Section 5.4 of the Bylaw? The term is very ambiguous and should be revised to clarify the intention. Also, it is unclear from the language in the proposed Section 6.28.B.2 whether or not it can apply to a lot created before Jan. 1, 2021 even if it had been held in common ownership with another nonconforming lot.

The Assessor keeps a record of parcels that are deemed unbuildable. These parcels are devalued for the purpose of tax assessment. Even if held in common ownership it applies.

2. A footnote should be added to the Section 5.4 Intensity of Use Schedule to the effect that the minimum area and frontages for Affordable Lots are governed by Section 6.28.B.

4. By virtue of existing Section 6.21 of the Bylaw, an accessory affordable dwelling unit would be a permissible accessory use to a dwelling constructed on an Affordable Lot. If this is not the intended result, then Section 6.21 needs to be amended to exclude its applicability to dwellings constructed on Affordable Lots.

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5. The purpose of this bylaw is promote the building of affordable dwellings. If a parcel can have more than one unit on it that is in keeping with the purpose of the bylaw. Parcels where that might happen are rare.

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##### Proposed Section 6.28.B.3 (8):

1. The requirement that a dwelling may not be built within 15 feet of any other dwelling or principal structure should be deleted as it conflicts with paragraph (7) of proposed Section 6.28.B.3 already requires minimum 15 foot front, side and rear yard setbacks.

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Resolved as suggested

2. Since Section 6.28.B.3 sets out the criteria which the Building Inspector must apply in order to issue a building permit for construction of a dwelling on an Affordable Lot, it should not include open-ended or discretionary requirements. Thus, the provision in paragraph (8) providing that "a stockage[stet] fence at least 6' in height may be required by the Permit Granting Authority" is inappropriate in this situation. Either a fence of the specified minimum height should be a standard requirement in the stated circumstance of the dwelling being built within 25 feet of any other dwelling or principal structure, or the requirement should be eliminated.

Resolved by changing may to shall. I would have preferred to leave it up to the discretion of the permit granting authority (building inspector)

Proposed Sections 6.28.B.3 (12) and 6.28.B.6:

The criterion for issuance of a building permit specified in paragraph (12) of proposed Section 6.28.B.3 is simply that the applicant "submits" a Regulatory Agreement and/or Affordable Housing Deed Rider to be approved as to form by Town Counsel. There is no requirement that the approved instruments be executed and recorded either before the Building Permit is issued or before the occupancy permit is issued. Proposed Section 6.28.B.6 provides only that "No Building Permit or Certificate of Occupancy shall be issued until the developer has demonstrated that all applicable requirements of 6.28.B.1 have been met." Section 6.28.B.1, however, merely describes the Bylaw's "intention" that the affordable housing units qualify as low or moderate income units for purposes of G.L. c. 40B, and are in compliance with DHCD's standards for inclusion on the Chapter 40B Subsidized Housing Inventory of Local Action Units. Who will be responsible ensuring (1) that a particular dwelling does, in fact, qualify for inclusion on the Subsidized Housing inventory, and (2) that the necessary instruments are recorded? And at what point in the process will this be done? Who will be monitoring re-sales to ensure compliance going forward? We have revised the article to address some of these issues, but the sponsor of the article may have different ideas.

Incorporated into the bylaw



# SELECTBOARD

AGENDA ACTION REQUEST  
Meeting Date: June 28, 2022

VII

## BUSINESS II

~ F ~

<b>REQUESTED BY:</b>	Selectboard
<b>DESIRED ACTION:</b>	To review goals that were set for FY 2022
<b>PROPOSED MOTION:</b>	<i>No motion is needed for this agenda item</i>
<b>SUMMARY:</b>	
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____



## Ryan Curley Goals for FY 2022

10/06/2021

### Fiscal Control and Re-Organization of Town Finances

1. Support administration instituting best fiscal practices. Ensure they are maintained after the departure of the interim staff with a much greater degree of oversight and integration than in the past.
2. Materially respond to DOR review once they issue their report and findings.
3. Ensure that the town is adequately staffed to administer its fiscal responsibilities. Pursue a Finance Director in addition to permanent Town Accountant.
4. Enhance the Auditing process and with a revised and expanded scope of work put out to bid.
5. Require a fiscal forecast to be developed and iterated upon each year.
6. Work with the Finance Committee and any recommendations they may make in remediating the issues that were brought to life in the last year.

### Staffing

1. Hire a permanent TA with strong fiscal and administrative knowledge and capabilities.
2. Establish an office of Human Resources.
3. Have the TA implement a workforce development program.

### Accessibility and Modernization

1. Increase the functionality and capabilities of the Town to serve citizens' needs online or remotely.
2. Limit future capital expenditures and upkeep in office space by encouraging hybrid work weeks where applicable.

### Capital Asset Preservation

1. Start addressing the maintenance backlog in Wellfleet's Core Capital Assets.

### Marina

1. Recondition the L Pier
2. Give preference to commercial fishing boats.
3. Replace or rebuild the bathrooms.

### Public Safety

1. Lifeguards in September
2. Cell phone repeaters for the beaches.

### Housing

1. Continue to advance and support the 95 Lawrence Rd project.
2. Allow Multi-Family Zoning.

### Energy

1. Municipal Rooftop Solutions.

### Wastewater.

1. Prepare for Watershed Permit Submittal by the Summer.
2. Setting Nutrient Remediation Standards for Municipal Projects.

### Public Access

1. Work to secure and maintain public access points.

### Herring River

1. Continue to work on the Herring River Restoration Project.
2. Ensure that all monies received for the project are administered properly.

## Rebecca Slick

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**From:** Janet Reinhart <lifeexercises@comcast.net>  
**Sent:** Thursday, October 7, 2021 10:42 AM  
**To:** Rebecca Slick  
**Subject:** Fwd: Selectboard Goals-Janet

Maybe you should get this, too, since Rebekah is out

----- Original Message -----.

From: Janet Reinhart <lifeexercises@comcast.net>  
To: Rebekah Eldridge <Rebekah.Eldridge@wellfleet-ma.gov>, "Charles.Sumner@wellfleet-ma.gov" <Charles.Sumner@wellfleet-ma.gov>  
Date: 10/07/2021 10:39 AM  
Subject: Selectboard Goals-Janet

MARINA-continue improvements: bathrooms, showers, parking

STAFF SUPPORT PLAN-Job training(more local,) Staff Meetings, HR, Future planning to help succeed, volunteers, Job performance

INFORMATION for renters and new homeowners: water conservation, pesticides, toxins, good neighbor policy, noise by-law, dogs, etc.

## Rebecca Slick

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**From:** John Wolf  
**Sent:** Thursday, October 7, 2021 9:42 AM  
**To:** Charles Sumner  
**Cc:** Rebecca Slick  
**Subject:** List of priorities for 2022

Greetings:

As per request of the Selectboard Chair, here is my list of priorities as I envision them, for the Selectboard to address in 2022:

The overall priority is to reestablish the credibility of and confidence in the administrative/leadership structure of the Town of Wellfleet. That begins, of course, with following a transparent, well-informed and sensible process for the selection of a permanent Town Administrator. As part of the process of determining my list of priorities, I reached out to some members of the community, and accordingly I am looking at the following items:

1-Having department heads meet with their departments on a regular-perhaps weekly-basis, to assess current projects, determine needs, identify issues, etc.

2-Having the department heads meet regularly-perhaps monthly, or more often if indicated-with the T.A., so as to keep the T.A. up to date on issues for which the T.A. is responsible, and to give the T.A. the opportunity to question department heads on the various projects undertaken by the departments and on issues arising within the departments

3-Consider a position-perhaps a volunteer position-of an "ombudsman," an advocate for the public, who would serve as a liaison between the Board and the public so as to keep the public updated on issues, particularly major infrastructure issues, to help keep the public engaged with the process of self-government. I feel quite strongly that the individual members of the Selectboard have a responsibility to partake in that engagement as well, but we have responsibilities and demands on our time above and beyond our Board duties, so such a position might be a big help in that area.

4-Improve the functionality of the town website; perhaps this could fall under the purview of whoever takes on the responsibility for town media? Also, get the town media operation up and running without delay.

5-Get back to in-person meetings, with hybrid options for as long as those are regarded as necessary, also without delay.

6-Reopen town hall NOW. If we can shop, eat out, go to the Post Office, etc. etc., we should be able to have town hall FULLY OPERATIONAL, provided precautions such as masking (for as long as that is determined to be necessary) are followed and enforced. That means no more working from home-employees on premises 8 a.m. to 4 p.m. Monday -Friday. Consider allowing employees in key roles to come in later and work later, so as to accommodate the working population of town. Other towns have done this very successfully, to the

satisfaction of both townspeople and the employees themselves, and it is something we should consider in the course of making town government more responsive to the people it is meant to serve.

Hope you find this helpful.....



## Rebecca Slick

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**From:** John Wolf  
**Sent:** Thursday, October 7, 2021 9:44 AM  
**To:** Charles Sumner  
**Cc:** Rebecca Slick  
**Subject:** Oops-forgot one item....

Oops-forgot one item....**PARKING!** We need to get the lead out, and address the issue of instituting paid parking at the Wellfleet Marina!

## **Rebecca Slick**

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**From:** Helen Miranda Wilson <helmirwil@c4.net>  
**Sent:** Friday, October 8, 2021 12:07 PM  
**To:** Rebecca Slick  
**Cc:** Board of Selectmen; Charles Sumner  
**Subject:** HMW 2021 Selectboard goals.

### **2021 Selectboard Goals/ Helen Miranda Wilson**

1. Proceed with the Herring River Restoration, working with the HREC, the NPS, the HRTT, and the Friends of the Herring River.  
Continue to negotiate the land swap process with the NPS, as part of that process.
2. Resolve the issues relating to the DOT/DCR' proposed changes in the vicinity of the Main Street/Rte.6 intersection.
3. Include sea level rise and climate change when considering all long-term land use decisions.
4. Recruit full memberships for committees (multi-member municipal groups).
5. Continue to improve communication between all municipal groups (including staff).  
When a jurisdictional or functional overlap occurs, have related committees and personnel informed.
6. Continue to improve the public process, with support for compliance and civil discourse, including training for committee members and staff. Research and organize workshops for training and direct staff, through the Town Administrator, to do the same.
7. Work with the Clean Water committee and the Water Commissioners to improve knowledge of of the hydrology and geology of the Outer Cape to provide background for future water resource decisions.
8. Decide (again) what to do with the old shellfish shack.



SELECTBOARD  
AGENDA ACTION REQUEST  
Meeting Date: June 28, 2022

VII

**BUSINESS II**  
~ G ~

<b>REQUESTED BY:</b>	Selectboard & Town Administrator
<b>DESIRED ACTION:</b>	To review goals that have been set for FY 2022 by the town's department heads
<b>PROPOSED MOTION:</b>  <b>SUMMARY:</b>	If a motion is needed one will be made at the time of the meeting
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____





# MEMORANDUM

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TOWN OF WELLFLEET MASSACHUSETTS 02667  
Tel (508) 349-0300 Fax (508) 349-0305  
[www.wellfleet-ma.gov](http://www.wellfleet-ma.gov)

To: Selectboard  
From: Richard J. Waldo, Town Administrator  
Cc: Rebekah Eldridge, Executive Assistant  
Subject: FY23 Town Wide Goals  
Date: June 21, 2022

---

Over the past several months, there has been substantial turnover in town personnel and members of the selectboard. For the annual goal setting process, I felt it would be best to try integrating our collective efforts across the organization to identify priority goals. It is my hope that this effort will enable us to build consensus as to which goals are our priority this coming fiscal year.

I have asked all department heads to provide me with goals for their department to see key areas of concern, need and opportunity for the board to consider over the next three years. This input is focused primarily on operational goals, but also includes initiatives that may have policy implications.

It is important that our goals are set to follow the SMART guidelines: Specific, Measurable, Attainable, Relevant, and Time bound. I suggest the selectboard consider key areas while developing their Town Wide Goals for FY23. A few categories to consider include housing, town finances, public facilities, capital projects, staffing, community engagement, year-round economy, climate resiliency and planning efforts.

**FY 2023-2025 Town-wide Policy Goal-Setting**  
**PROPOSED DEPARTMENT GOALS AND OBJECTIVES**

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## **Health & Conservation Department**

Submitted by Hillary Greenberg, Health & Conservation Agent

**Department-specific Objectives: *for my department for FY23***

1. Continue to study outer cape regionalization options for Health & Conservation
2. Procure online permitting software
3. Research and procure land management inspectional software-move to online land management tracking
4. Work with Barnstable County to establish a defined Responsible Management Entity (RME)
5. Train town staff and committees on Geodatabase
6. Utilize results of Public Health Assessment to plan better programming
7. Gain a better understanding of the town website, posting procedures, create a regional website for Health and Conservation Department information

**Department-specific Objectives: *for my department for FY24***

1. Provide outreach on coastal adaptation measures
  2. Develop a communication plan for Health & Conservation including various tools and platforms to communicate, Establish a functioning PIO within town government
  3. Seek managerial leadership training and procurement training
  4. Seek and apply for grants for coastal adaptation with neighboring communities and WW needs
  5. Implement online permitting for all Health & Conservation permits
-

**Department-specific Objectives: *for my department for FY25***

1. Contract with an entity to delineate and map wetland resources, wells, onsite septic systems for online GIS mapping
2. Implement components of Targeted Watershed Management Plan
3. Obtain a regional GIS specialist
4. Create better access to mental health services
5. Reorganize and reassess office staffing needs and space

**FY 2023-2025 Town-wide Policy Goal-Setting**  
**PROPOSED DEPARTMENT GOALS AND OBJECTIVES**

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## **Recreation Department**

Becky Rosenberg, Recreation Director

### **Department-specific Objectives: *for my department for FY23***

1. Work collaboratively with the Health Department to minimize any continued restriction on Recreational programming due to Covid.
2. Develop creative ways to attract enough part time and seasonal staff to fully staff existing programming.
3. Work collaboratively with the DPW and administration to make sure maintenance plans for all recreation facilities and infrastructure are adhered to effectively and efficiently.
4. Work with the Treasurer's office and administration to make online registration of recreation programming more user friendly, especially by looking for ways of reducing or eliminating user fees for parents.

### **Department-specific Objectives: *for my department for FY24***

1. Work collaboratively with administration to develop ways to generate increased revenue for the Town by facilitating use of the pavilion and pier bandstand by the public, through the "Use of Town Property" process.
  2. Continue to cultivate opportunities for local artists, writers, and craftspeople to offer classes and workshops at the Wellfleet Elementary School and Baker's Field Pavilion.
  3. Continue to implement the "Community Center expand programming at Wellfleet Elementary School to include classes and activities for high school and adult age groups.
-

**Department-specific Objectives: *for my department for FY25***

1. Expand implementation of the “Community Center without Walls” concept by enhancing existing partnerships with surrounding cultural and recreational entities such as the WHAT Theater and Wellfleet Preservation Hall.
2. Maximize usage of the permanent pavilion at Baker’s Field to offer events and classes, during the late spring, summer and fall seasons.
3. Cultivate existing and new partnerships with organizations such as Payomet and Cape- Abilities to increase programming at minimal or no cost to the Town.

**FY 2023-2025 Town-wide Policy Goal-Setting**  
**PROPOSED DEPARTMENT GOALS AND OBJECTIVES**

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## **Town Accountant**

Nick Robertson

### **Department-specific Objectives: *for my department for FY23***

1. Secure auditors so FY22 audit can begin immediately, and free cash can be certified for September town meeting.
2. Continued monthly reports and/or meetings to balance with departments, Treasurer and Collector. Continued collaboration with Finance Committee, TA & Select Board.
3. Clean up the chart of accounts and issue to each department so that most of the data entry mistakes made previously can hopefully be prevented. This has been started by Lisa Souve but needs to be properly implemented for FY23. Move vendor warrants to weekly processing which will create less pressure & rushing and hopefully eliminate simple mistakes.
4. Clean-up accounting office, catch up on filing, etc. Make the office functional.
5. Institute a more effective and accurate tracking system for benefit time usage/accruals.

### **Department-specific Objectives: *for my department for FY24***

1. Have a new fixed assets program.
2. The town to be in a financial position to hire a dedicated HR person. Although this would affect the Treasurer more on a day-by-day basis it would also eliminate many of the withholding mistakes and benefit account balancing that has affected the accounting balances previously. A dedicated HR person could also take over tracking benefit time.
3. Start looking at upgrading the accounting software to Munis or equivalent.

### **Department-specific Objectives: *for my department for FY25***

1. Implementing Munis or equivalent.
-

**FY 2023-2025 Town-wide Policy Goal-Setting**  
**PROPOSED DEPARTMENT GOALS AND OBJECTIVES**

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## **Department of Public Works**

Jay Norton, DPW Director

### **Department-specific Objectives: *for my department for FY23***

1. Renovate/Upgrade HVAC system at Fire Department.
2. Replace HVAC system components at the Adult Community Center (ACC)
3. Commence engineering/design/permitting for Briar Lane Culvert replacement
4. Implement roadway improvements and drainage upgrades for Lieutenant Island Road
5. Conduct salary/rate analysis of DPW employees and formalize job descriptions

### **Department-specific Objectives: *for my department for FY24***

1. Conduct engineering feasibility study for the Transfer Station to review current operations and layout and provide recommendations for improvements to increase efficiency, services and safety.
2. Commence construction of Briar Lane Culvert
3. Appropriate funding and initiate software upgrades/additions for DPW including GIS
4. Replace DPW generator (pursuing grant funding through FEMA for this)
5. Upgrade bathrooms outside at Town Hall

### **Department-specific Objectives: *for my department for FY25***

1. Appropriate funding and initiate replacement of DPW salt shed
  2. Upgrade bathrooms at other facilities (TBD)
-

3. Replace vinyl siding and paint trim at Town Hall
4. Based on outcomes from feasibility study from T/S, appropriate funds to renovate and make operational upgrades to increase efficiency and safety (Including but not limited to, the swap shop, a new equipment storage building, new canopy and guardshack, etc.)
5. Window/door (including garage) replacement project at various facilities including COA, FD, etc. Scope to be determined



**FY 2023-2025 Town-wide Policy Goal-Setting**  
**PROPOSED DEPARTMENT GOALS AND OBJECTIVES**

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## **Wellfleet Police Department**

Police Chief Michael Hurley

**Department-specific Objectives: *for my department for FY23***

1. Department re-organization creating a Deputy Chief of Police position and continuing with our Lieutenant and four Sergeants. With the passing of the Police Reform Act of 2020, numerous internal department programs (Body Cameras, tasers, training, hiring, day to day operations) and department Policies/Accreditation there is a need for more administrative support. The current administrative demands and statewide mandates are fulfilled by just the Chief and Lieutenant which have become overwhelming to the organization. This reorganization will support the administrative staff and get these tasks completed in a timelier manner.
  2. Continuing the work towards a state Certification or Accreditation of the police department from the Massachusetts Police Accreditation Commission. The administrative team will need to review all department policies to make sure they conform with all state and federal standards. This is a major undertaking that requires numerous staff hours which could take a year or two to complete depending on adjustments that would need to be made.
  3. Weather related storms are always on our mind as we continue to work on preparedness. We are active in training, planning and being part of the Barnstable County Regional Emergency Planning Committee. This includes how best to respond to hurricanes, winter storms and other events along with sharing of information, sheltering in place, regional shelter, and recovery. This is an ongoing effort.
  4. Continue to implement our Body Camera Program and work with the community on transparency and accountability with our police officers in the field. With the support of town administration and the community, our police department is one of two on the cape and only a handful in the state who have implemented Body Cameras in the field. This another example of collaboration between the department and community to be groundbreaking on such an important initiative.
  5. The safety and welfare of our students and staff is our highest priority. Throughout each school year, we typically perform several lockdown drills were students and staff practice emergency procedures. Due to Covid-19, school administrators have conducted these drills with police participating offsite. With the relaxation of Covid restrictions, both myself and Ms. Rodman are committed to in person lock down drills moving forward. These lockdown procedures are evaluated for improvements after each drill. Finally, to ensure schools are prepared to proactively handle the threat of an intruder or active shooter, all staff and students are and will continue to be trained in ALICE (Alert, Lockdown, Inform, Counter, Evacuate) by members of the police department.
-

## **Department-specific Objectives: *for my department for FY24***

1. With the elimination of the Reserve Officer Program, there will be a need to monitor potential service impacts in the FY24 budget. The level of services needed (beach patrols, parking control, organized events, etc.) along with town event requests during the summer and shoulder seasons cannot be fulfilled with the current staffing levels. Due to the complexity of hiring, police academy training and then department requirements, it can take 12-18 months to get a new officer deployed in the field. With this timeline and having to wait until fall of 2022 to potentially fill new positions, the department will not have these officers available until mid to late 2023.
2. Continue working with the beach administrator and National Park Service on handling crowd issues at the ocean beaches along with alcohol policies that differ between town and Seashore. Social media has increased popularity to approximately 300 busses for the summer of 2021 bringing thousands of additional beachgoers to the area. There is the potential for that bus number substantially increasing for the summer of 2022. The additional ATV and cruiser patrols on Ocean View Drive have helped maintain public safety but continue to drain resources.
3. The continued implementation of the Police Reform Act of December 2020. Throughout the 2022 calendar year there have been milestones required by the state that police departments needed to reach. This included but was not limited to review and update to use of force policies, internal affairs investigations/reporting, racial profiling, POST recertification standards, Civil Rights violations, etc.
4. The department's continued community policing commitment to working in partnership with the community. Covid-19 has limited some of our programs as we maneuver around safety protocols and having to limit or postpone events that were successful in past years but hope to restore those in 2022 into 2023. These partnerships continue to build positive relationships between residents and police officers along with trust and transparency.
5. The department will continue its mental health check-ins with full time staff (police & communications) having them meet with certified clinicians once a year. If follow-up mental health or wellness care is needed to provide that for staff.

## **Department-specific Objectives: *for my department for FY25***

1. The potential preparation and transition for the Police Chief's retirement by working with the Select Board and Town Administrator on that process.
2. Continued work and possible date set for the review process to become certified/accredited by the Massachusetts Accreditation Commission. This will be a major undertaking for the department to get prepared and what staff time can be dedicated to completing this objective.
3. Working with Barnstable County to effectively implement digital radio communications throughout the lower cape for public safety and emergency services, including upgrading better communication services within our police facility i.e.: booking room and other areas.

4. Continue working efficiently with Local, State officials and the Massachusetts Department of Transportation on the Route Six project to enhance the public safety on our roadways. This project will include a major resurfacing of the whole highway and possible Route Six/Main Street redesign.

5. The possible implementation of a new Records Management Software program for the department. The current system was purchased in 2007 and the need for a major upgrade is approaching. The vendor we currently use has a new cloud based system with modern changes available but the cost would result in this being a potential Capital Project.

**FY 2023-2025 Town-wide Policy Goal-Setting**  
**PROPOSED DEPARTMENT GOALS AND OBJECTIVES**

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## **Water Department**

Water Department Karen Plantier – Jim Hood Chair

**Department-specific Objectives: *for my department for FY23***

1. New Rate Structure and Connection Fees in place
2. Water Meter reading with equipment and software that actually does the readings
3. Replace current billing company for Water Usage
4. Develop an ACCURATE customer database for billing and emergency contact
5. Begin replacement of old meters to Neptune Meters

**Department-specific Objectives: *for my department for FY24***

1. Internal Billing System in place
2. Connection Fee policies and procedures documents written and approved and on website
3. Complete the replacement of old meters to Neptune Meters
4. Close out all open 10-year liens for water connection
5. 95 Lawrence Well Field 100% operational, redundant backup system operational, backup generators for both sites plan in place, rotating well pumping schedule in place.

**Department-specific Objectives: *for my department for FY25***

1. Break-even with water financials
-

**FY 2023-2025 Town-wide Policy Goal-Setting**  
**PROPOSED DEPARTMENT GOALS AND OBJECTIVES**

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## **Wellfleet Shellfish Department**

Shellfish Constable Nancy Civetta

### **Department-specific Objectives: *for my department for FY23***

1. Review shellfish permit fee structures and other opportunities for generating revenue to accurately compensate for the department's time invested in overseeing an \$8M industry. Create a new system for tracking grant payments.
2. Work with Conservation Commission and Shellfish Advisory Board to address issues with beach nourishment effects on shellfish farming operations.
3. Take part in different local committees and on Town initiatives to ensure that the importance of the shellfishery is represented and respected and that decision-making takes this into consideration to protect shellfishing today and into the future.
4. Work to ensure Wellfleet does not lose shellfish harvesting opportunities due to changing Federal and State regulations. Participate in state forums to ensure the long-term success of home rule for shellfishing and that the ownership of inter-tidal bottom continues to remain with the Town.
5. Continue conducting thorough enforcement of Town of Wellfleet regulation 7.12 Evidence of Productivity: Use it or Lose It on the 100-plus farms that operate in Wellfleet to make sure productivity minimums are being met and that the Selectboard has a chance to review non-compliant farms for potential return to the town for a lottery.

### **Department-specific Objectives: *for my department for FY24***

1. Get budget approval for at least a part-time Deputy Shellfish Constable to join our ranks from November through mid-May. We already have a full-time deputy from mid-May through October, and our workload could support this full-time position year-round, but we'd take part-time to start.
  2. Find a way to get a workshop for the Shellfish Department. We need our own space to make aquaculture gear, conduct other building projects and keep our tools and gear secure and out of the weather. The old shellfish shack at Mayo *might be able* to be that, but it would take some creativity, effort and financial resources.
-

3. Continue to explore grant funding to supplement our propagation efforts and other department activities.
4. Utilize the Watershed Permit Application that the Clean Water Committee is developing to continue the shellfish industry's growth over the last fifteen years by increasing funds available to us for activities to enhance wild shellfish populations throughout the harbor through a series of heavily propagated rotating closure areas.
5. Continue open communication with both commercial and recreational shellfishermen and shellfish farmers to understand what their needs are from the department and how we can better serve them and improve shellfishing in the harbor.

**Department-specific Objectives: *for my department for FY25***

1. Find partners with which to explore and conduct appropriate studies of shellfish diseases, especially regarding detection and prevention.
2. Continue increasing our propagation output by identifying new ways to heavily propagate certain areas of the harbor that demonstrate good shellfish survival in order to create productive and self-sustaining wild shellfish populations.
3. Continue open communication with both commercial and recreational shellfishermen and shellfish farmers to understand what their needs are from the department and how we can better serve them and improve shellfishing in the harbor.
- 4.
- 5.

**FY 2023-2025 Town-wide Policy Goal-Setting**  
**PROPOSED DEPARTMENT GOALS AND OBJECTIVES**

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## **Treasurer's Department**

Cameron Scott, Treasurer

### **Department-specific Objectives: *for my department for FY23***

1. Update the cash book to reflect all transactions from November 2021 – June 2022 and ensure the accuracy of the cash book from July 2021 – October 2021.
2. Complete all the year-end reports for FY22 in a timely manner.
3. Establish written turnover procedures, improving the turnover process and the communication between departments throughout the turnover process.
4. Undertake a full overview of the benefits for each active and retired employee, correcting any inaccuracies.
5. Meet with Harper's and undertake a comprehensive overhaul of the payroll system, so we can use it to its full potential.
6. Create a separate written set of procedures for the monthly reconciliation of each major bank account.

### **Department-specific Objectives: *for my department for FY24***

1. Work with the Accounting department to develop an accurate 5-year financial forecast for the Town of Wellfleet.
2. Develop a written set of procedures to accurately record treasury activity, establishing best practices for the Town of Wellfleet.
3. Promote and maintain a transparent relationship with the auditors and the DOR so that preventable mistakes do not resurface.

### **Department-specific Objectives: *for my department for FY25***

1. Continue to seek out and attend any professional development opportunities, completing any necessary coursework for my MCTA Treasurer certification.
-



## SELECTBOARD

AGENDA ACTION REQUEST  
Meeting Date: June 28, 2022

# VII

### BUSINESS II

~ H ~

<b>REQUESTED BY:</b>	<b>Selectboard &amp; Town Administrator</b>
<b>DESIRED ACTION:</b>	<b>To review goals the Town Administrator &amp; Assistant Town Administrator's FY 2023 Goals</b>
<b>PROPOSED MOTION:</b>  <b>SUMMARY:</b>	<b>If a motion is needed one will be made at the time of the meeting</b>
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____



**FY 2023-2025 Town-wide Policy Goal-Setting**  
**PROPOSED DEPARTMENT GOALS AND OBJECTIVES**

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## **Town Administration**

Richard J. Waldo & Rebecca Roughley

### **Department-specific Objectives: *for my department for FY23***

1. Bring forward an article to the fall Special Town Meeting to hire a full-time Human Resource, Payroll & Benefits Coordinator.
2. Re-evaluate the Informational Technology contract with Barnstable County to determine if the Town would be better suited for in-house services.
3. Bring forward an article to the Fall Special Town Meeting to purchase Maurice's Campground. If approved, facilitate a purchase agreement and subsequent campground operations agreement.
4. Work with the Division of Ecological Restoration (DER), NRCS, and NOAA to execute grant agreements to fund the Phase I construction of the Herring River Restoration Project.
5. Finalize design and submit for DEP permitting for Lawrence Road wastewater treatment facility.

### **Department-specific Objectives: *for my department for FY24***

1. \*Subject to affirmative vote: Ensure compliance to the land acquisition agreement with Maurice's Campground by having a campground operation in place.
  2. Begin evaluating and/or expanding online permitting options offered by the Town.
  3. Implement Human Resource practices and policies as recommended by the Edward J. Collins Center for Public Management.
  4. Implement Financial Policies and Procedure as recommended by the Edward J. Collins Center for Public Management
  5. Develop a cross-training initiative in administrative offices to ensure smoother transitions from departing employees to on-boarding new employees.
-

**Department-specific Objectives: *for my department for FY25***

1. Need more time as Town Administrator to project future goals.

2.

3.

4.

5.



## SELECTBOARD

AGENDA ACTION REQUEST  
Meeting Date: June 28, 2022

# VII

### BUSINESS II

~ I ~

<b>REQUESTED BY:</b>	Selectboard
<b>DESIRED ACTION:</b>	To review the Town Administrator's FY 2023 Professional Development Plan
<b>PROPOSED MOTION:</b>	I move to approve the Town Administrator's Fiscal Year 2023 professional development plan as presented at tonight's meeting.
<b>SUMMARY:</b>	
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____



# MEMORANDUM

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TOWN OF WELFLEET MASSACHUSETTS 02667  
Tel (508) 349-0300 Fax (508) 349-0305  
[www.wellfleet-ma.gov](http://www.wellfleet-ma.gov)

To: Selectboard  
From: Richard J. Waldo, Town Administrator  
Cc: Rebekah Eldridge, Executive Assistant  
Subject: Professional Development Plan  
Date: June 21, 2022

---

As required per my contract agreement, I am informing you of my proposed professional development plan for FY 2023.

**Fall 2022:** Suffolk University – master’s in public administration  
Course Covered: P.AD 839 – Leadership & Decision Making  
P.AD 890 – Strategic Management (Thesis)

Courses will be held every Saturday from 8:30am – 5:30pm, 9/10/2022 – 11/5/2022

\* This will be my final semester before earning a master’s in public administration

**Spring 2023:** Massachusetts Certified Public Purchasing Official (MCPPO) Training

Anticipate taking 2 of 3 modules for MCPPO designation, schedule has not been released for the Spring but will register when able. The 3 modules needed for certification include:

- **Public Contracting Overview** – Legal requirements for public contracts, principal objectives of public purchasing, etc.
- **Design and Construction Contracting** – M.G.L. c. 149 and M.G.L. c30, § 39M
- **Supplies and Services Contracting** – Overview of M.G.L. c. 30B

It is my expectation to take the third module in early FY2024 for certification.



## SELECTBOARD

AGENDA ACTION REQUEST  
Meeting Date: June 28, 2022

# VII

### BUSINESS II

~ J ~

<b>REQUESTED BY:</b>	Selectboard
<b>DESIRED ACTION:</b>	To review the Town Administrator's performance evaluation format
<b>PROPOSED MOTION:</b>  <b>SUMMARY:</b>	I move to approve the performance evaluation format as presented at tonight's meeting
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____

## Performance Evaluation Policy

The Performance Evaluation Policy for the Town Administrator includes the following:

1. Establishment of measurable objectives which the Town Administrator can achieve for the next review period for up to 5 goals which reflect the areas which the town and the Board expect him or her to exercise leadership.
2. Opportunity for regular as well as annual written feedback from the Board to the Town Administrator on goals, priorities, and performance, as well as regular informal feedback. Each year, with the performance evaluation process.
3. A formal evaluation of performance of the Town Administrator meeting the objectives for these goals, to be done by each Board member, using the attached Performance Evaluation Form.
4. Regular performance reviews are critical in establishing a cohesive working arrangement between the Selectboard and the Town Administrator.
5. An annual salary review which includes both (a) any change in base salary determined by contract or by negotiation, and (b) any merit increase based upon the performance evaluation, *as set forth below*.

## Performance Evaluation Schedule

The following schedule describes the formal process to be followed each year to establish objectives for and to review the performance of the Town Administrator.

### 1 Year Evaluation Period

#### **June 2022**

The Town Administrator shall submit their professional development plan.

#### **July 2022**

The Board will establish first year goals for the Town Administrator.

#### **September 2022**

The Selectboard and Human Resource Director (ATA) will initiate the Evaluation Process. The Selectboard will complete their individual reviews and submit them to the Assistant Town Administrator the for the Chair to compile.

#### **November 2021**

The Selectboard will meet with the Town Administrator to review their evaluations.

#### **November 30<sup>th</sup>, 2022**

Six-month anniversary.

#### **March 2023**

The Selectboard and Human Resource Director (ATA) will initiate the Evaluation Process. The Selectboard will complete their individual reviews and submit them to the Assistant Town Administrator the for the Chair to compile.

## TOWN OF WELLFLEET - TOWN ADMINISTRATOR PERFORMANCE EVALUATION

### **April 2023**

The Selectboard will meet with the Town Administrator to review their evaluations and determine. The Selectboard will consider annual performance merit increases to become effective on May 31<sup>st</sup> of each year. The merit increase will be based on the annual performance review, which will be performed by the Selectboard in timely fashion. Merit increases will consider cost of living adjustments provided to other Wellfleet municipal employees and movement through the salary range and will be based on performance.

### **First Monday in May**

Annual Town Election.

### **Annual Review**

#### **February and March.**

A formal evaluation is done by each Board member, including written feedback and recommendations for improvement for the next review period.

An informal review of the annual performance evaluation - including any measures to improve performance, and professional development objectives for the next year - should be conducted by two members of the Board with the Town Administrator before the ratings are presented at and voted on at a formal Board meeting. The overall performance rating should be presented to the public using the definitions which the Board selected ("meets expectations", etc.), rather than the numerical score.

The annual salary review should be discussed at a later formal Board meeting. Depending upon the terms of the contract with the Town Administrator, any increase in base salary may consist of either or both (a) any change in base salary determined by contract or by negotiation, and (b) any merit increase based upon the overall performance rating.

#### **April of each year.**

Any departing member of the Board should prepare a letter to the Town Administrator which summarizes the priorities they see for the next year. The Town Administrator should prepare a draft of his or her objectives for the next evaluation period, including any areas for improvement which were identified.

#### **May and June.**

The incoming Board should set its policy goals for the next year, taking into account recommendations from the outgoing Board for goals which carry over, and goals provided by Departments and the Town Administrator. The incoming Board should work with the Town Administrator to finalize the objectives for the next year, based upon the goals set by the Board and the draft objectives prepared by the Town Administrator.

#### **October and November.**

An informal review of progress towards meeting the objectives should be made at mid-year for improvement or major project goals.

TOWN OF WELLFLEET - TOWN ADMINISTRATOR PERFORMANCE EVALUATION

\_\_\_\_\_  
Ryan Curley, Selectboard Chair

\_\_\_\_\_  
Richard Waldo, Town Administrator

\_\_\_\_\_  
Rebecca Roughly, Assistant Town Administrator/ Human Resource Manager

**Annual Performance Evaluation Form<sup>1</sup>**

**Town Administrator :** Richard Waldo

**Evaluation period:** 1 Year

Period

Each Board member should complete this evaluation form, sign it in the space below, and return it to Elizabeth Paine, Secretary to the Selectboard. The deadline for submitting this performance evaluation is \_\_\_\_\_. Evaluations will be summarized by the Chair and distributed to all members in accordance with the Board's Policy on Performance Evaluations.

**Board Member's Signature** \_\_\_\_\_ **Date Submitted** \_\_\_\_\_

**Review Period Covered:** Annual \_\_\_\_\_ Mid-year \_\_\_\_\_ Other \_\_\_\_\_

**A. PERFORMANCE CATEGORY SCORING**

This evaluation form presents ten categories of evaluation criteria. Each category contains a statement to describe a behavior standard in that category. For each statement in categories 1 - 10, use this scale to indicate your rating of the Town Administrator.

- 5 = Excellent** (almost always exceeds the performance standard)
- 4 = Above average** (generally exceeds the performance standard)
- 3 = Average** (generally meets the performance standard)
- 2 = Below average** (usually does not meet the performance standard)
- 1 = Poor** (rarely meets the performance standard)

Any item left blank will be interpreted as a score of "3 = Average"

**1. INDIVIDUAL CHARACTERISTICS**

<sup>1</sup> Adapted from City Manager Performance Evaluation, University of Tennessee Institute for Public Service.



TOWN OF WELLFLEET - TOWN ADMINISTRATOR PERFORMANCE EVALUATION

- \_\_\_\_\_ Diligent and thorough in the discharge of duties, "self-starter"
  - \_\_\_\_\_ Exercises good judgment
  - \_\_\_\_\_ Displays enthusiasm, cooperation, and willingness to adapt
  - \_\_\_\_\_ Exhibits mental and physical stamina appropriate for the position
  - \_\_\_\_\_ Exhibits composure, appearance, and attitude appropriate for executive position
- Add the values from above and enter the subtotal \_\_\_\_\_ ÷ 5 = \_\_\_\_\_ score for this category

**2. PROFESSIONAL SKILLS AND STATUS**

- \_\_\_\_\_ Maintains knowledge of current developments affecting the practice of local government management
  - \_\_\_\_\_ Demonstrates a capacity for innovation and creativity
  - \_\_\_\_\_ Anticipates and analyzes problems to develop effective approaches for solving them
  - \_\_\_\_\_ Willing to try new ideas proposed by the Selectboard and/or staff
  - \_\_\_\_\_ Sets a professional example by handling affairs of the public office in a fair and impartial manner
- Add the values from above and enter the subtotal \_\_\_\_\_ ÷ 5 = \_\_\_\_\_ score for this category

**3. RELATIONS WITH MEMBERS OF THE ELECTED BODY**

- \_\_\_\_\_ Carries out directives of the Selectboard as a whole as opposed to those of any one member or minority group
  - \_\_\_\_\_ Sets meeting agendas that reflect the guidance of the Board and avoids unnecessary involvement in administrative actions
  - \_\_\_\_\_ Disseminates complete and accurate information equally to all members in a timely manner
  - \_\_\_\_\_ Assists by facilitating decision making without usurping authority
  - \_\_\_\_\_ Responds well to requests, advice, and constructive criticism
- Add the values from above and enter the subtotal \_\_\_\_\_ ÷ 5 = \_\_\_\_\_ score for this category

**4. POLICY EXECUTION**

- \_\_\_\_\_ Implements Selectboard actions in accordance with the intent of the Board
- \_\_\_\_\_ Supports the actions of the Board, both inside and outside the organization, after a decision has been reached
- \_\_\_\_\_ Understands, supports, and enforces local government's laws, policies, and bylaws

TOWN OF WELLFLEET - TOWN ADMINISTRATOR PERFORMANCE EVALUATION

\_\_\_\_\_ Reviews bylaw and policy procedures periodically to suggest improvements to their effectiveness

\_\_\_\_\_ Offers workable alternatives to the Board for changes in law or policy when an existing policy or bylaw is no longer practical

Add the values from above and enter the subtotal \_\_\_\_\_ ÷ 5 = \_\_\_\_\_ score for this category

**5. REPORTING**

\_\_\_\_\_ Provides regular information and reports to the Selectboard concerning matters of importance to the local government, using the charter as guide

\_\_\_\_\_ Responds in a timely manner to requests from the Board for special reports

\_\_\_\_\_ Takes the initiative to provide information, advice, and recommendations to the Board on matters that are non-routine and not administrative in nature

\_\_\_\_\_ Produces reports that are accurate, comprehensive, concise, and written to their intended audience

\_\_\_\_\_ Produces and handles reports so as to convey the message that affairs of the town are open to public scrutiny

Add the values from above and enter the subtotal \_\_\_\_\_ ÷ 5 = \_\_\_\_\_ score for this category

**6. CITIZEN RELATIONS**

\_\_\_\_\_ Is responsive to requests from citizens

\_\_\_\_\_ Demonstrates a dedication to service to the town and its citizens

\_\_\_\_\_ Maintains a nonpartisan approach in dealing with the news media

\_\_\_\_\_ Meets with and listens to members of the community to discuss their concerns, and strives to understand their interests

\_\_\_\_\_ Makes an appropriate effort to maintain citizen satisfaction with services

Add the values from above and enter the subtotal \_\_\_\_\_ ÷ 5 = \_\_\_\_\_ score for this category

**7. STAFFING**

\_\_\_\_\_ Recruits and retains competent personnel for staff positions

\_\_\_\_\_ Applies an appropriate level of supervision to improve any areas of substandard performance

\_\_\_\_\_ Stays accurately informed and appropriately concerned about employee relations

TOWN OF WELLFLEET - TOWN ADMINISTRATOR PERFORMANCE EVALUATION

\_\_\_\_\_ Manages the compensation and benefits plan professionally

\_\_\_\_\_ Promotes training and development opportunities for employees at all levels of the organization

Add the values from above and enter the subtotal \_\_\_\_\_ ÷ 5 = \_\_\_\_\_ score for this category

**8. SUPERVISION**

\_\_\_\_\_ Encourages heads of departments to make decisions within their jurisdictions with minimal manager involvement, yet maintains general control of operations by providing the right amount of communication to the staff

\_\_\_\_\_ Instills confidence and promotes initiative in subordinates through supportive rather than restrictive controls for their programs while still monitoring operations at the department level

\_\_\_\_\_ Develops and maintains a friendly and informal relationship with the staff and workforce in general, yet maintains the professional dignity of the office of the Town Administrator

\_\_\_\_\_ Sustains or improves staff performance by evaluating the performance of staff members at least annually, setting goals and objectives for them, periodically assessing their progress, and providing appropriate feedback

\_\_\_\_\_ Encourages teamwork, innovation, and effective problem solving among the staff members

Add the values from above and enter the subtotal \_\_\_\_\_ ÷ 5 = \_\_\_\_\_ score for this category

**9. FISCAL MANAGEMENT**

\_\_\_\_\_ Prepares a balanced budget to provide services at a level directed by the Selectboard

\_\_\_\_\_ Makes the best possible use of available funds, conscious of the need to operate the local government efficiently and effectively

\_\_\_\_\_ Prepares a budget and budgetary recommendations in an intelligent and accessible format

\_\_\_\_\_ Ensures that actions and decisions reflect an appropriate level of responsibility for financial planning and accountability

\_\_\_\_\_ Monitors and manages fiscal activities of the town appropriately

Add the values from above and enter the subtotal \_\_\_\_\_ ÷ 5 = \_\_\_\_\_ score for this category

TOWN OF WELLFLEET - TOWN ADMINISTRATOR PERFORMANCE EVALUATION

**10. COMMUNITY**

\_\_\_\_\_ Shares responsibility for addressing the difficult issues facing the town

\_\_\_\_\_ Avoids unnecessary controversy

\_\_\_\_\_ Cooperates with neighboring communities and the county

\_\_\_\_\_ Helps the Selectboard address future needs and develop adequate plans to address long-term trends

\_\_\_\_\_ Cooperates with other regional, state, and federal government agencies

Add the values from above and enter the subtotal \_\_\_\_\_ ÷ 5 = \_\_\_\_\_ score for this category

**PERFORMANCE CATEGORY**

ENTER CATEGORY SCORES

\_\_\_\_\_ + \_\_\_\_\_ + \_\_\_\_\_ + \_\_\_\_\_ + \_\_\_\_\_ + \_\_\_\_\_ + \_\_\_\_\_ + \_\_\_\_\_ + \_\_\_\_\_ + \_\_\_\_\_ = \_\_\_\_\_

SUBTOTAL SCORE \_\_\_\_\_ ÷ 10 = \_\_\_\_\_

1. What performance area(s) would you identify as most critical for improvement?

❖

❖

❖

❖

2. What constructive suggestions or assistance can you offer the Town Administrator to enhance performance? Particularly areas that scores a 1 or 2.

❖

❖



**B. GOALS / OBJECTIVES – ACHIEVEMENT**

For each goal/objective, use the following scale to indicate your rating of the Town Administrator 's progress:

**3 = Achieved**

**2 = Partially achieved**

**1 = Not achieved**

**1. Support and Promote Housing Development**

- a. Identify a developer for VFW site and begin working with partner to assess funding needs.
- b. Create an inventory of all Town-owned properties and public facilities to assess the development and expansion of housing at these locations for seasonal and year-round housing.
- c. Address housing insecurity with the creation of a Buy Down Program, continuation of the down payment assistance program, purchase of deed restrictions for multi-family units as rentals and improve public awareness of Town supported housing security programs.
- d. Work alongside business community to assess seasonal housing needs and collaborate on solutions for Summer 2022 and beyond.

Subtotal value = \_\_\_\_\_.

Comments:

**2. Continue Improvement of Town Finances**

- a. Address findings in annual financial audit and review and consider implementing the recommendations issues by the Department of Revenue's Financial Management Review.
- b. Draft a long-term plan for revenue from short-term rental and marijuana tax revenue.

Subtotal value = \_\_\_\_\_.

Comments:

**3. Expand Sewer System**

TOWN OF WELLFLEET - TOWN ADMINISTRATOR PERFORMANCE EVALUATION

- a. Complete Phase 5 of the sewer expansion project and develop an allocation plan for public use
- b. Begin planning to expand sewer system to one without growth limitations to support the Town's housing, economic development, and environmental goals.

Subtotal value = \_\_\_\_\_.  
Comments:

**4. Invest in Public Facilities & Town Properties**

- a. Solicit Bids for construction of a new police station to propose at Spring Town Meeting 2022
- b. Execute necessary improvements to the painting of the exterior of the Public Library, appearance of the Tourism Office and needs assessment of the Fire Station including the considerations of hiring consultants to assist in conversations about the future of a Fire Service and Emergency Medical Service in Provincetown

Subtotal value = \_\_\_\_\_.  
Comments:

**5. Diversity, Equity, and Inclusion**

- a. Hire a consultant to collect data and survey the community and guide the creation of the DEI Office.
- b. Hire a Director of Diversity, Equity & Inclusion and budget for the continuation of this office in FY23

Subtotal value = \_\_\_\_\_.  
Comments:

**6. Improve Communications & Community Engagement**

- a. Develop a communications plan for Town government that includes transparency and community outreach on Town projects and initiatives and increases the Town's positive social media presence with continuity and consistency across all departments.
- b. Audit the Town's boards and committees to identify opportunities for consolidation and create an action plan to increase volunteer participation on active Town boards and committees.
- c. Begin process of revamping the Town website.

Subtotal value = \_\_\_\_\_.  
Comments:

**7. Strengthen Human Resources & Staff Support**

- a. Fully execute a classification and compensation study with updated job descriptions and create an adequate compensation system that attracts and retains talent and boosts morale
- b. Analyze staffing and storage space needs

TOWN OF WELLFLEET - TOWN ADMINISTRATOR PERFORMANCE EVALUATION

Subtotal value = \_\_\_\_\_.

Comments:

**8. Advance Climate Resiliency Efforts**

- a. Establish the Coastal Resilience Advisory Committee (CRAC)
- b. Obtain funding for Coastal Resilience Planning CIP
- c. Complete permitting and construct the Ryder Street Beach Dune Enhancement Project

Subtotal value = \_\_\_\_\_.

Comments:

**9. Support Public Health & Mental Health Programming**

- a. Implement new mental health programming
- b. Launch barrier elimination fund and youth activity grant programs with corresponding resource webpages.

Subtotal value = \_\_\_\_\_.

Comments:

**GOALS / OBJECTIVES ACHIEVEMENT**

ENTER CATEGORY SCORES

\_\_\_\_\_ + \_\_\_\_\_ + \_\_\_\_\_ + \_\_\_\_\_ + \_\_\_\_\_ + \_\_\_\_\_ + \_\_\_\_\_ + \_\_\_\_\_ + \_\_\_\_\_ = \_\_\_\_\_

SUBTOTAL SCORE \_\_\_\_\_ ÷ 9 = \_\_\_\_\_

**OVERALL SCORE**

PERFORMANCE CATEGORY SUBTOTAL \_\_\_\_\_

GOALS/OBJECTIVES CATEGORY SUBTOTAL \_\_\_\_\_

**OVERALL SCORE** \_\_\_\_\_

**EVALUTION CRITERIA -**

Evaluation an Overall Score of:

Score 7 – 8 : Exceeds Expectations

Score 5 – 6 : Meets Expectations

Score 3 – 4 : Needs Improvement

Score 0 – 2 : Not Meeting Expectations

TOWN OF WELLFLEET - TOWN ADMINISTRATOR PERFORMANCE EVALUATION

(Create an action plan)

**SUGGESTED ANNUAL MERIT INCREASE (ANNUALLY IN APRIL)**

At the Annual Evaluation an Overall Score of:

Score 7 – 8 : 4%

Score 5 – 6 : 2.5%

Score 3 – 4 : 1%

Score 0 – 2 : No Merit increase

\*Merit increase must be incorporated into the budgeting process

\*\*Merit increases only occur after an Annual Evaluation.

**FINAL COMMENTS**

What other comments do you have for the Town Administrator (e.g., priorities, expectations, goals, or objectives for the new fiscal year)?





# SELECTBOARD

AGENDA ACTION REQUEST  
Meeting Date: June 28, 2022

# VII

## BUSINESS II

~ K ~

<b>REQUESTED BY:</b>	<b>Board Member John Wolf</b>
<b>DESIRED ACTION:</b>	<b>To review, discuss, and possibly vote on the drafted policy for use of public buildings</b>
<b>PROPOSED MOTION:</b>  <b>SUMMARY:</b>	<b>I move to approve the policy as amended for use of public buildings</b>
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____

PROPOSAL: POLICY FOR USE OF C.O.A. (or other town building)

The Wellfleet Senior Center [or other town building] is a municipal facility built for the purpose of benefitting Wellfleet's seniors. The facility is utilized to provide meaningful experiences, programs, activities and supportive services to enhance the quality of life for older adults and caregivers in our community. While the primary purpose of the Center is to serve seniors, the rooms and facilities may be used by public and private groups meeting for a variety of purposes, provided that such use conforms to this Policy.

A. Priority of Uses

Priority is given to the following uses of the Senior Center, in the following order:

1. Senior Center sponsored events
2. Groups and organizations affiliated with the Senior Center
3. Community-based educational, civic, charitable and cultural programs which provide benefit to Wellfleet seniors
4. Meetings of Town of Wellfleet boards and committees
5. All other public and private uses as permitted under Massachusetts law

B. Use for political purposes

Where consistent with the above "Priority of Uses," the Senior Center may be used by private groups for politically-related purposes. Such political purposes include, but are not limited to, a meeting of a political party Town Committee; a "meet & greet" for a candidate for local office; or a meeting to formulate and advance policy.

The Commonwealth's Office of Campaign and Political Finance has advised that the organizers of such political events are not required, as a condition of use, to invite or accommodate the public, members of opposing organizations or any other category of groups or individuals. However, the facility is used for such political purposes - e.g., candidate or other political advocacy - the facility must be made available to provide similar opportunities for use by other and/or opposing groups or organizations,

C. Scheduling of Use and Responsibilities of Users

Use of the Senior Center [other building] shall be reserved through [director of Senior Center] [other]. All such public and private uses of the Facility shall be scheduled during normal

operating hours of the Facility unless agreement is reached with the Director of the Facility for the use of the building after normal operating hours.

All groups or individuals scheduling such uses shall be responsible for leaving the Facility in the same condition as that in which it was found. All such users of the Facility shall agree to hold harmless and indemnify the Town of Wellfleet, Wellfleet Council on Aging [substitute other facility name], and all their officers, employees and agents, from any claims by any person for damages for injuries including loss of life and loss of property and arising from or related to an event or incident occurring on or about the Senior Center [or other Facility] building and/or grounds, in use during the event.

Please note that while the policy proposal references the Senior Center, consideration should be given to application of this policy to other town buildings having appropriate facilities.

The Wellfleet Adult Community Center is a municipal facility built on land owned by the Town of Wellfleet for the explicit purpose of benefitting Wellfleet's older adults. The facility is utilized to provide meaningful experiences, programs, activities, and supportive services to enhance the quality of life for older adults and caregivers in our community.

All meetings and events to be held at the Wellfleet Adult Community Center must adhere to the following criteria:

- Be approved by the Director of Community Services
- Be scheduled based on the following priorities:
  - Adult Community Center sponsored events
  - Town of Wellfleet departments, committees, sponsored events
  - Groups and organizations affiliated with the Adult Community Center
  - Community based educational, civic, charitable and cultural group programs which provide benefit to Wellfleet's older adults
  - Other events intended to celebrate or recognize older adults and caregivers.
- Be approved by the Director of Community Services
- Be scheduled based on the following priorities:
  - Adult Community Center sponsored events
  - Town of Wellfleet departments, committees, sponsored events
  - Groups and organizations affiliated with the Adult Community Center
  - Community based educational, civic, charitable and cultural group programs which provide benefit to Wellfleet's older adults
  - Other events intended to celebrate or recognize older adults and caregivers.
- Reservations will be made on a first-come, first- served basis
- Private groups and events charging and entrance fee will be required to pay for the use of the room in advance of the event using the fee schedule approved by the Selectboard.
- The group using the space is responsible for all set-up and break down of rooms. The building must be left in the same condition as it was found.
- No alcoholic beverages are allowed in the building or on the premises at any time without first obtaining a one day liquor license from the Selectboard. If alcoholic beverages are served, proof of insurance must accompany the reservation. If said proof is not furnished prior to the function, no alcoholic beverages will be consumed.
- Smoking of any kind is not allowed in Town buildings.
- Any and all damages to the building, furnishings, or property are the responsibility of the group using the space
- **\*The building is not available for use when Town offices are closed for holidays or weather related closures.**
- At the discretion of the Director, groups using the space outside of regular Center hours may be required to hire a building monitor.
- Must not involve commercial solicitations. If the Adult Community Center requests representatives of a private business to conduct a seminar or supply items for an event, the business will be recognized for its contribution but will not be allowed to solicit business. Vendors and speakers may distribute informational handouts, at the

discretion of the Director, if they provide benefit to Wellfleet's older adults. Participation by such groups does not imply Adult Community Center endorsement of the group's aims, policies, or activities.

- Must not involve political solicitation for any candidate, ballot question or political party, except when an open public forum is held at the Adult Community Center, with equal access given to all candidates and viewpoints.
- Must not interfere with the normal operation of the Adult Community Center.
- The use of the building does not include access to the video equipment located in the building for hybrid meetings.
- The kitchen is not available for use by the public.
- Agree to indemnify and hold harmless the Town of Wellfleet, Wellfleet Council on Aging and all of their officers, employees and agents from any claims asserted by any person for damages for personal injuries including loss of life and/or loss of property and arising from or related to an event or incident occurring on or about the Adult Community Center Building and/or grounds, in use during the event.

# The 2nd COME MEET THE WRITE-IN CANDIDATES FOR THE WELLFLEET SELECTBOARD

HOSTED BY  
WELLFLEET  
CITIZENS FOR  
A FRESH  
START IN  
TOWN  
GOVERNMENT

## WELLFLEET'S WRITE-IN CANDIDATES



**BARBARA CARBONI**  
Write-In Candidate  
Wellfleet Selectboard



**TIMOTHY SAYRE**  
Write-In Candidate  
Wellfleet Selectboard

**THURSDAY APRIL 28, 2022**  
AT 7PM TO 8:30PM

**LET'S VOTE IN A FRESH START FOR WELLFLEET!**

**Wellfleet Adult Community Center**  
715 Old Kings Highway, Wellfleet, MA



Lydia Vivante &lt;vivantelydia@gmail.com&gt;

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**Selectboard Candidates at Town Committee Meeting**

6 messages

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**Dale Donovan** <dwellfleet@comcast.net>  
To: Lydia Vivante <vivantelydia@gmail.com>

Wed, Jun 9, 2021 at 8:01 AM

I hope you will include John Wolf in your meeting tomorrow. There is no justification for having one announced write-in candidate and not the other. Doing so makes this meeting seem very partisan.

The Charter has been clear about nonpartisan elections since it was adopted:

**Section 6-2 Town Elections Nonpartisan**

**6-2-1** All Town elections shall be nonpartisan, and election ballots shall be printed without any party mark, emblem, vignette, or designation whatsoever.

---

**Lydia Vivante** <vivantelydia@gmail.com>  
To: Moe & Yvonne Barocas <abiyoyo1@aol.com>

Wed, Jun 9, 2021 at 9:15 AM

Hi Moe,  
Please have a look at Dale's message.  
I am preparing a response.

Lydia  
[Quoted text hidden]  
--

.....  
Lydia Vivante 320 Main Street, Wellfleet, Massachusetts 02667

---

**abiyoyo1@aol.com** <abiyoyo1@aol.com>  
Reply-To: abiyoyo1@aol.com  
To: "vivantelydia@gmail.com" <vivantelydia@gmail.com>

Wed, Jun 9, 2021 at 9:55 AM

Lydia

Do you have John Wolf's email address or phone number? Ira mentioned that he has them. If you need that I can call Ira or Dick Elkin for them.

Moe  
[Quoted text hidden]

---

**Lydia Vivante** <vivantelydia@gmail.com>  
To: Moe & Yvonne Barocas <abiyoyo1@aol.com>

Wed, Jun 9, 2021 at 9:59 AM



Thanks for offering. I texted John Wolf this morning. His phone is: 774-487-8917

LV

[Quoted text hidden]

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**Lydia Vivante** <[vivantelydia@gmail.com](mailto:vivantelydia@gmail.com)>  
To: Dale Donovan <[dwellfleet@comcast.net](mailto:dwellfleet@comcast.net)>

Thu, Jun 10, 2021 at 7:31 AM

Dale, thanks for your message and the Wellfleet Town Charter notes. We asked John Wolf to attend our June 10 Wellfleet Democratic Town Committee meeting and he accepted.

As maybe you know, the Forum is holding a Candidates Night on June 23 at 7 via Zoom.

Enjoy the summer!  
Lydia

[Quoted text hidden]  
[Quoted text hidden]

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**Dale Donovan** <[dwellfleet@comcast.net](mailto:dwellfleet@comcast.net)>  
To: Lydia Vivante <[vivantelydia@gmail.com](mailto:vivantelydia@gmail.com)>

Thu, Jun 10, 2021 at 7:33 AM

Many thanks Lydia.

On Jun 10, 2021, at 7:31 AM, Lydia Vivante <[vivantelydia@gmail.com](mailto:vivantelydia@gmail.com)> wrote:

Dale, thanks for your message and the Wellfleet Town Charter notes. We asked John Wolf to attend our June 10 Wellfleet Democratic Town Committee meeting and he accepted.

As maybe you know, the Forum is holding a Candidates Night on June 23 at 7 via Zoom.

Enjoy the summer!  
Lydia

On Wed, Jun 9, 2021 at 8:01 AM Dale Donovan <[dwellfleet@comcast.net](mailto:dwellfleet@comcast.net)> wrote:

I hope you will include John Wolf in your meeting tomorrow. There is no justification for having one announced write-in candidate and not the other. Doing so makes this meeting seem very partisan.

The Charter has been clear about nonpartisan elections since it was adopted:

<Screen Shot 2021-06-09 at 7.56.24 AM.png>

[Quoted text hidden]



US 🗣️ /'pɑ:r.tə.zən/ UK 🗣️ /,pɑ:.tɪ'zæn/

/'pɑ:.tɪ.zæn/



**strongly supporting a person, principle, or political party, often without considering or judging the matter very carefully:**

- *The audience was very partisan, and refused to listen to her speech.*
- *partisan politics*

**See also**

[bipartisan](#)



## SELECTBOARD

AGENDA ACTION REQUEST  
Meeting Date: June 28, 2022

VIII

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### TOWN ADMINISTRATOR REPORTS

- **The Town Administrator will give an update on the happenings of the town and with each department.**
- **Please see the Selectboard packet for the full update**

# Memo

To: Select Board

From: Richard J. Waldo, Town Administrator

Date: June 21, 2022

Re: Department Update Report for the June 28, 2022 Select Board Meeting

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## Administration

- Thank you to all those that assisted putting together a successful Town Meeting particularly the DPW for getting the field setup after heavy rains and the Moderator for conducting a professional meeting.
- Special Town Elections were held at the Adult Community Center on June 21<sup>st</sup>. Thank you to the Town Clerk for orchestrating the election and all the selectboard candidates for stepping up and conducting strong yet clean campaign.
- I had met individual with 15 department heads within my first two weeks and honored to have each and everyone part of our team. Conversations were centered around their roles and responsibilities, challenges facing their department, current initiatives, and how the Town Administration can assist them. I look forward to working with this team carrying out goals they set for themselves as well as those set by the Selectboard.
- On Wednesday, June 15 GEI put the Area II Dredging out to bid. Bids are due by June 29th at 2PM. It is estimated that 100,000 cubic yards of sediment will be dredged in 2022 pending regulatory permits.
- Wellfleet submitted a letter of intent on June 15th to renew their Cultural district. The renewal process will be in coordination with the Cultural Steering Committee and the Assistant Town Administrator with help from the Library Director. The submission of the materials for the renewal process is late October.
- A Mass Works Grant was submitted on June 3rd for the 95 Lawrence WWTF. This application was proven much stronger this year since the Town has obtained a Developer for the affordable housing project. Awards are expected mid fall.

## Assessing

- Building permit inspections for the FY23 tax bill have concluded.
- Data Collector continues with the Cyclical Inspection Program wherein we are required to visit every property at least every 9 years
- 2022 Motor Vehicle Excise Tax 3rd billing was sent out June 10 and is due July 11.

- Our Summer Reading Kickoff is on July 1 at 10:00 AM. The National Theme this year is "Oceans of Possibility" which lends itself perfectly to our area. Our Youth Services Librarian, Anna Nielsen, has created book lists and book reviews for all ages and reading levels under the "Youth" tab on our website to get you started. Prizes will be offered. The Friends of the Library are sponsoring Summer Reading. All participants will receive a token to redeem at Gelato Joy - just around the corner!
- Our Friends of the Library are hosting their amazing book sale on the Town Hall lawn on Sunday, July 3rd. The funds from this sale help fund, among other things, our youth programming, our museum passes, and some of our electronic content. Please come out from 9-1 for quality books at amazing prices. Rain date is Sunday, July 10th.

### Police

- Lieutenant LaRocco finalized working on our Digital Radio Project which has been underway for over a year. This was the first upgrade of our system since 1998 when the 800 Mhz radios were installed on Cape Cod . The total cost of the project was approximately \$75,000 of which Lieutenant LaRocco was able to recover \$66,924 back to the town in grant monies from the Commonwealth of Massachusetts.
- Lieutenant LaRocco and Sergeant Turner organized with Outer Cape Health Services a mental health check-in program for sworn and civilian staff. This consisted of a one-day visit for each staff member and an Outer Cape Health Services Mental Health Clinician. The program was rolled out this month with staff completing the visits by the end of June. This will be a yearly program moving forward to assist staff in dealing with the stresses of work and home life.
- Over the next several weeks the three new officers hired this past winter will begin graduating from the police academy. On Tuesday June 28th Officer Eric Daley will graduate from the Reading Police Academy and on Friday July 15th Officer Sara Chase and Officer Christopher Greene will graduate from the Cape Police Academy. They will then enter a 12-week field training program and by this fall should be on the road.

### Public Works

- Highway Department has been busy painting lines at the following parking lots: Great Pond, Lecount Hollow, White Crest, and Newcomb Hollow. Next will be Mayo Beach and the Pier.
- Facilities assisted with Town meeting set up (preparing field, etc) and also Town election
- Transfer Station has transitioned to 7 days a week, albeit we are down summer help considerably. As of this week, we have only 2 out of 6 summer positions filled.
- Administration focusing a great deal of time on review of the Herring River Restoration project plans and specifications for Low Lying Roads, Way 672, Traffic Management

with the help of “Johnny Clam’s Crew.” We will soon begin breaking them down into lower densities to foster feeding and growth.

#### Town Clerk

- Special Town Election – Anticipated result posted the evening of June 21,2022
- Committee Re-appointments
- ATM & STE Reporting ( General By-laws, Zoning By-laws, DOR, Attorney General )

#### Treasurer

- Enter all the new summer/seasonal/temporary employees into the payroll system before 6/29/22 so we can pay them on 7/5/22.
- Manually change most employee’s rate of pay before 6/29/22 (using signed change of status forms) so that the 7/5/22 paychecks are accurate.
- Complete and submit all FY2022 turnovers in VADAR.
- Finish processing all FY2022 payroll deduction invoices.
- Compile a list of all the documents for FY2022 end-of-year to prepare to create and upload them to the DOR.



# SELECTBOARD

AGENDA ACTION REQUEST  
Meeting Date: June 28, 2022

**IX**

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## SELECTBOARD REPORTS:

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



## SELECTBOARD

AGENDA ACTION REQUEST  
Meeting Date: June 28, 2022

X

### NEW BUSINESS

<b>REQUESTED BY:</b>	Chair Ryan Curley
<b>DESIRED ACTION:</b>	To Discuss topics that are not reasonably anticipated by the Chair more than 48 hours before the meeting.
<b>PROPOSED MOTION:</b>	If a motion is needed for a topic that is brought up one will be made at the time of the meeting.
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____



## SELECTBOARD

AGENDA ACTION REQUEST  
Meeting Date: June 28, 2022

XI

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### TOPICS FOR FUTURE DISCUSSION

- **The Selectboard will discuss a list of current items that are outstanding**





## SELECTBOARD

AGENDA ACTION REQUEST  
Meeting Date: June 28, 2022

XII

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## VACANCY REPORTS

**\*\*\*Please see the packet for full report\*\*\***

**VACANCY'S 06/28/2022**

**Bike & Walkways Committee**

- One Vacancy

**Building and Needs Assessment**

- Two Vacancies

**Conservation Commission**

- One Vacancy

**Natural Resources Advisory Board**

- One Vacancy

**Recycling Committee**

- Two Vacancies

**Shellfish Advisory Board**

- One Vacancy

**Board of Health**

- \* One Vacancy

**Clean Water Advisory**

- \* Two Vacancies

**Dredging Task Force**

- \* One Vacancy

**Planning Board**

- \* Two alternate positions

**Rights to Public Access**

- \* Two Vacancies



## SELECTBOARD

AGENDA ACTION REQUEST  
Meeting Date: June 28, 2022

# XIII

## MINUTES

<b>REQUESTED BY:</b>	<b>Executive Assistant</b>
<b>DESIRED ACTION:</b>	<b>Approval of Minutes</b> <ul style="list-style-type: none"><li>● <b>May 24, 2022</b></li><li>● <b>May 31, 2022</b></li><li>● <b>June 7, 2022</b></li></ul>
<b>PROPOSED MOTION:</b>	<b>I move to approve the Minutes of May 31<sup>st</sup> &amp; June 7, 2022 as printed.</b>
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s): _____
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____

**Wellfleet Selectboard  
In-Person/Hybrid Meeting  
Tuesday May 24, 2022; 7pm  
Meeting Minutes**

**Members Present:** Ryan Curley, Chair; Helen Miranda Wilson, John Wolf, Barbara Carboni

**Members Absent:** Michael DeVasto

**Others Present:** Charlie Sumner, Town Administrator; Rebekah Eldridge, Executive Assistant; Michael Hurley, Police Chief; Trudy Vermehren, owner Fox & Crow Restaurant; Nancy Civetta, Shellfish Constable; Lisa Dexter, Grant owner; Keith Rose, grant owner; James Gray, Grant Owner; Vanessa Rose, Keith Rose's daughter and plans to take the grant over; William Young Jr., Shellfisherman; Richard Blakely, Shellfisherman; Rick Sawyer, ARC representative; Berta Bruinooge, grant owner; Kathleen Bacon, Resident; Barbara Austin, Resident; Rebecca Taylor, Chair of the Shellfish Advisory Board; Alfred Pickard, shellfisherman; Stephen Pickard, Resident/shellfisherman; Daniel Murray, Wellfleet Beachcomber

Chair Curley called the meeting to order at 7:10pm

**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.

Chief Hurley spoke to the board, stating that the animal officer Desmond Keough is resigning and moving full time to the town of Eastham.

**II. *Use of Town Property***

**A.** Rebecca Arnoldi ~ Use of various beaches and spots throughout Wellfleet ~ She will report her meetings with recreation and beach departments.

**NO Action was taken as Arnoldi wasn't on the meeting.**

**B.** Scott Francis ~ Challenger Sports ~ Baker's Field ~ 6/27/22 – 7/1/22 (3:30pm – 7:30pm) & 8/22/22 – 8/26/22 (9am – 12pm)

Francis wasn't at the meeting to speak to his agenda item.

**No Action was taken.**

**III. *Licenses***

**A.** Fox & Crow ~ Application received May 6, 2022, from The Fox and Crow Inc.; Trudy Vermehren owner 6 Commercial Street, Wellfleet MA, to transfer the Annual all Alcoholic Restaurant License, Common Victualer License and Annual Business License from 6 Commercial Street Wellfleet, MA; to 70 Main Street Wellfleet, MA.

Vermehren spoke to the board stating that this will be a dual license that they are going to run together with the approval of the board. She is requesting to move into that save and move into the space she stated

**Chair Curley Moved; Board Member Wilson Seconded; and it was voted to approve the amendment filed May 6, 2022, to the Fox & Crow Inc. annual**

liquor license to change the address from 6 Commercial Street to 70 Main Street.

**Roll Call Vote: 4-0.**

- B. Fitzgerald Hill LLC, Grant Hester & John O'Toole ~ owners of 70 Main Street location ~ alteration of premise and amending liquor license to allow Fox & Crow to operate at that location. He explained that everything else will remain the same just the lay out of the restaurant will be done to accommodate The Fox & Crow. **Chair Curley Moved; Board Member Wilson Seconded and it was voted to approve the amendment filed May 6, 2022; to Fitzgerald Hill LLC, Grant Hester and John O'Toole to amend all annual liquor license to alter the premise to accommodate the Fox & Crow Inc.**

**Roll Call Vote: 4-0**

- C. The Wellfleet Beachcomber ~ Todd E. LeBart, Mgr. requesting a tent license on the property.

LeBart was not at the meeting, but the board agreed this was something he had done in the past.

Murray, spoke to the board regarding the tent structure and stated it was the exact same tent they used in the previous year.

**Chair Curley moved, Board Member Wilson Seconded; and it was voted to grant the license as drafted in the packet.**

**Roll Call Vote: 4-0**

#### IV. ***Business I***

- A. Donation of 4 parcels of land from Guenther Back's estate to the Town of Wellfleet into the Care & Custody of the Conservation Commission ~ Tax Accessor Nancy Vail

Chair Curley explained this agenda item and spoke to the parcels that they are non-buildable.

**Chair Curley Moved; Board Member Wolf Seconded; and it was voted to accept the four parcels of land donated from Guenther Back's estate to the Town of Wellfleet and to be transferred into the care and custody of the Conservation Commission.**

**Roll Call Vote: 4-0**

- B. COPS Grant ~ Chief Hurley

Chief Hurley spoke to the board about this stating that he would like to begin applying for grants for the board's approval.

Chief Hurley spoke to the grant that has come up with an opportunity to add staff and keep staff. He gave details on how this grant works.

**Chair Curley Moved; Board Member Wolf Seconded and it was voted to authorize Chief Hurley to pursue the COPS grant.**

**Roll Call Vote: 4-0**

- C. 2022 Municipal Hazard Mitigation Plan ~ Chief Hurley

Chief Hurley spoke to the 2022 Hazard Mitigation plan he explained that this has been held off for a couple years due to the pandemic and the staff turnover. He stated that the Cape Cod Commission helped write this document and they are currently taking open comments from the public. He mentioned that the

grade 7 class at Nauset Middle School was looking at the plan as part of a class project. Wilson spoke to the board and Hurley about the shellfishermen in Wellfleet that need to be considered in this plan as if there is a severe weather event a grant could be destroyed, and the livelihood of these businesses could be damaged. The board discussed the plan with Chief Hurley and has some questions. He stated that this document was always being updated and changing as the environment changes.

Chair Curley asked the chief if there needed to be a vote for this plan. The Chief stated that there didn't need to be he just wanted to update the board of the progress that this plan was making with the Cape Cod Commission.

**Chair Curley Moved; Board Member Wolf Seconded; and it was voted to approve the Draft Hazard Mitigation Plan.**

**Roll Call Vote: 4-0**

V. **Public Hearings**

A. Beach Rules & Regulations Amendment – LeCount Hollow ~ DeVasto

**Chair Curley Opened the Beach Rules and regulations 7:37pm**

Chair Curley spoke to the board and the public stating that there is an amendment to make one of the LeCount Hollow only open to the residents and nonresident taxpayers of Wellfleet.

Wilson spoke to the board to keep that beach open to the public.

**Chair Curley Moved; Board Member Carboni Seconded; and it was voted to approve the amended beach regulations as drafted.**

**Motion Fails: 2-2**

**Chair Curley Opened the public hearing for all shellfish hearings. 7:42pm**

Civetta spoke to the board and introduced to the board and public what she was presenting. She explained what a low productivity means and explained that a grant needs to be produce at least \$1000.00 a year.

She continued giving updates on the grants and how explained that before her being the Shellfish constable grants were not being regularly inspected and the job of the Shellfish Department is to follow the rules and regulations of the town and the state. She explained how she is continuing to do her job and do it to the best of her ability. Civetta continued explaining that before this, she and her staff have worked together with the grant owners to resolve issues with grant owners and the items tonight were not able to resolve those.

Chair Curley stated his concerns with the items listed in the packet explaining that he asked for specific items and he stated Civetta did not receive them. The motives of the constable were questioned, and the new shellfish regulations being written.

Wilson spoke on behalf of Civetta speaking to her ability to keep impeccable records, stating that they were never such decent records before Civetta becoming the Constable.

Lisa Dexter, Resident Keith Rose grant owners spoke to all the grants stating it is unfair to take local grants away.

**B. Shellfish S 7.12, 7.12.2, 7.13.3 Minimum Productivity Appeal ~ James Gray and Allison Gray, Wellfleet, MA, for license #7312 consisting of 0.5 acres on Old Wharf Road.**

Gray spoke to his grant and stated he had a medical procedure and was unable to tend his grant. He stated that he wasn't contesting.

Chair Curley asked if Gray would be amendable to some stipulations regarding his license.

Civetta spoke to this grant and explained in detail what minimum productivity. She explained her position as Shellfish Constable and explained her memos for each hearing for tonight. She stressed that she wants this industry to succeed but her job is to make sure they follow the rules and regulations.

A new hearing will be posted for June 7, 2022, at 7pm.

**Chair Curley stated he would like to take no action on this grant. He listed some conditions for the grant to allow it to get up to minimum productivity.**

**CONDITIONS:**

- 1. The license holders James & Allison Gray must provide proof of purchase for 30,000 of seed of any species (oyster/quahog or a combination of both)**
- 2. License holders provide written documentation signed by two or more hatcheries in the fact that there is no seed available, the period will be extended.**
- 3. By August 23, 2022, the license holders James & Allison Gray must provide proof of minimum investment of seed planted within the licensed area to the satisfaction of the Shellfish Constable. The License holders disagree with the shellfish constable's determination the licensees are able to appeal to the Selectboard.**
- 4. Any appeal of the shellfish constable's determination shall be filed within 14 working days and the board will hear the appeal within 21 days or less.**

Chair Curley stated the board needed to reissue a license for a five-year period. Civetta stated the board couldn't vote on this tonight as it was not advertised. It will be posted on for the June 7<sup>th</sup> hearing.

**Chair Curley Moved; Board Member Wilson Seconded; and it was voted to continue tonight's hearing for grant license #7312 James & Allison Gray to June 7, 2022, at 7pm.**

**Roll Call Vote: 4-0**

**C. Shellfish S 7.12, 7.12.2, 7.13.3 Minimum Productivity Appeal ~ David Paine and Kristi Johns, Wellfleet, MA, for licenses #s 851, 863 and 861-B consisting of a total of 2.5 acres on Field Point**

Civetta spoke to this grant, stating that there hasn't been much productivity and since the hearing was posted that there has been some productivity. Johns spoke to the board regarding why there hasn't been activity on the grant but stated this past year she has been on the grant. They both spoke to the board stating that they plan to attend this grant and be more productive and plant seed. Johns gave details on her plans for the grant. Chair Curley had some questions for Johns and Paine.



851 grants to be forfeited to the town because it is unfarmable. Chair Curley asked Civetta if forfeiting the part of their grant because it isn't able to be farmed. **Chair Curley Moved; Board Member Wilson Seconded; and it was voted that the board agrees to except the surrender of license of #851 with the agreement with the license holders.**

**Roll Call Vote: 4-0**

**Chair Curley Moved; Board Member Wolf Seconded; and it was voted that by October 21, 2022, David Paine and Kristi Johns must provide proof of 40,000 of seed placement on grant license #863 seed may be oyster, quahog, or a combination of both. If the license holder provides written documentation in addition to any that may be caught wild; to the satisfaction of the Shellfish Department if the department doesn't feel they have met these conditions, if they disagree the license holder may appeal to the Selectboard any appeal of the constable's determination must be filed within 21 days of the determination and the selectboard will hear the appeal within 21 days or less of filing. These minimum levels of propagation must be adhered to each of the following years thereafter.**

**Roll Call Vote: 4-0**

**D. *Shellfish S 7.12, 7.12.2, 7.13.3 Minimum Productivity Appeal ~ Keith Rose and Lisa Dexter, Wellfleet, MA, for licenses #s 95-25 and 95-26 consisting of a total of two acres on Egg Island.***

Nancy gave an update on this grant stating the owners have great intentions but aren't able to follow through. She also stated that she would like to see this grant be successful. Dexter spoke to her grant stating that she has all her receipts which Civetta never asked for. She continued stating she has clams ordered for the year. She stated that she has done what she feels that is necessary to keep the grant.

Rose spoke to his part of the grant. He stated he has had many medical issues and believes Civetta hasn't been supportive of him and his grant. He expressed his frustration with the shellfish department. Civetta stated that she has done a walk through with Rose. Chair Curley asked if they were able to make productivity, Rose stated that they already have

The board discussed the conditions for this grant. Chair Curley felt he didn't need to have the full list of conditions.

**Chair Curley Moved; Board Member Carboni Seconded; and it was voted to place an order of conditions:**

**CONDITIONS:**

- 1. To show minimum productivity by December 31, 2022.**

**Roll Call Vote: 4-0**



**E. *Shellfish S 7.12, 7.12.2, 7.13.3 Minimum Productivity Appeal ~ William Young, Jr., Wellfleet, MA, for grant #01-04 consisting of three acres on Indian Neck.***

Young spoke to the board regarding his grant. Civetta spoke to the board stating that Young wasn't willing to provide the information she asked for.

Young spoke to the board giving details on his grant stating he has met all productivity and will prove with receipts to the board. Chair Curley asked if he reported his seed to the shellfish constable. Chair Curley asked if Young would be amendable to the stipulations that the board has given to previous grant owners. Young stated that no he would not accept those terms. Blakely spoke on behalf of Young and the rest of the shellfisherman.

**Board Member Wolf Moved to take No Action was taken**

**F. *Status of License Holder Aquacultural Research Corporation (A.R.C.) of Shellfish Grant License #792 with regards to Sections 7.8.1. Eligibility Requirements, 7.8.2. Domicile Requirement and Exception, 7.8.8. Aquaculture Research and Development Projects***

Chair Curley opened this hearing. Sawyer spoke to the eligibility of his grant. He continued speaking to the grant held by ARC and the regulations that are being asked for ARC to provide. Sawyer gave the background of ARC and how they have continued holding the grant. Wilson spoke to the board regarding her feelings on allowing ARC to keep their grant. Bruinooge spoke to the board and public stating that she feels that ARC should not hold the grant if they aren't domiciled in the town of Wellfleet.

Bacon spoke to the board stating shellfishing is Wellfleet's industry and it shouldn't allow outside companies to come in and be allowed to hold a grant license. She feels tailoring a regulation to allowing an outside entity into Wellfleet to shellfish. Young had a question regarding the word "new" in the shellfish regulations.

Austin spoke to the board stating that ARC was grandfathered in the town of Wellfleet. She stated she feels "the ball" was dropped on behalf of all parties. Taylor spoke to the board and public stating that she was speaking on behalf of herself as a shellfish grant holder, she made it very clear that she was speaking as an individual and not part of the shellfish board. She continued stating that if ARC goes under, she will have a major problem for her business as ARC is the only company, she is able to buy her quahog seed. She stated that there was an article issued today that stated the only company in Massachusetts that is able and allowed to sell seed. She discussed brewed stock. She stated that she hasn't heard from any other company about seed other than ARC. She continued speaking to the board. She thanked them for their time.

Pickard spoke against ARC being able to own the grant stating that ARC is not the only hatchery selling seed to local fisherman.

DeVasto spoke to the board stating that if the town isn't able to speak to the regulations as to how and when they were changed, then could be considered a legal issue. It was asked how much seed ARC sells to fisherman in Wellfleet. Sawyer stated it was millions. Pickard questioned how much he sells to Florida

or New Jersey. There was heated debate on both sides of this argument. Wilson read the last sentence of the policy regarding domiciled residents.

**Chair Curley Moved; Board Member Wolf Seconded; and it was voted to revoke License #792 held by ARC for not meeting the domicile requirements of Wellfleet's Shellfish Rules and Regulations.**

**Roll Call Vote: 3-1 (Wilson voted no)**

- G. Shellfish S 7.12, 7.12.2, 7.13.3 Minimum Productivity Appeal ~ Aquacultural Research Corporation, Dennis, MA, for grant #792 consisting of three acres on Indian Neck

**NO ACTION TAKEN**

## VI. ***Business II***

- A. Public meeting to discuss findings and recommendations of the Finance Team's internal review of FY2020 & FY2021

Sumner spoke to the press release that he had drafted to inform the public of the town's finances.

**Board Member Wilson Moved; Chair Seconded; and it was voted to approve the press release as drafted and to authorize the chair Ryan Curley to sign on behalf of the selectboard.**

**Roll Call Vote: 4-0**

- B. Annual Town Meeting Review ~ *This agenda item was skipped and will be addressed on June 7, 2022, meeting*

- C. CBA's

Chair Curley asked Sumner to speak to the board stating that he had meetings with both unions. Chair Curley stated that the board came to an agreement with the police union and the communications union.

**Chair Curley Moved; Board Member Wilson Seconded; and it was voted to ratify the Wellfleet Police Officer's Union collective bargaining agreement as presented subject to town meeting approval.**

**Roll Call Vote: 4-0**

**Chair Curley Moved; Board Member Wolf Seconded; and it was voted to ratify the Wellfleet Communications Union Mass Cops Local 362B Collective Bargaining agreement as presented subject to town meeting approval.**

**Roll Call Vote: 4-0**

- D. Instructions to other bodies/boards/committees on how to meet in person. ~ Moved to another meeting. ~ *This agenda item was moved to another meeting.*

## VII. ***Selectboard Reports***

Wilson reported she went to the DMF shellfishing advisory committee meeting.

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

Sumner stated that he has a first amendment to the Purchase and sales agreement for 80 state highway that will grant them an extension on the review process.

Sumner recommended that the Chair sign the document. A few questions were asked and answered.

**Board Member Carboni Moved; Chair Curley Seconded; and it was voted to approve the chair sign the extension of the purchase and sales agreement on behalf of the Selectboard.**

**Roll Call Vote: 4-0**

**IX. *Topics for Future Discussion***

**X. *Correspondence and Vacancy Reports***

**XI. *Minutes ~ Postponed until the June 7<sup>th</sup> Meeting***

**A. April 26, 2022**

**B. May 6, 2022**

**XII. *Adjournment***

**Chair Curley Moved; Board Member Wilson Seconded; and it was voted to adjourn**

**Roll Call Vote: 4-0**

**Meeting adjourned 11:10pm**

**\*\*\*Public Documents\*\*\***

- ***Use of town property applications***
- ***Public hearing notices for the Fox & Crow Inc. & Fitzgerald Hill, LLC to amend all Alcohol Licenses***
- ***Public Hearing documentation for Beach Rules and Regulations***
- ***Public Hearing Notices for shellfish grants***
  1. ***Shellfish S 7.12, 7.12.2, 7.13.3 Minimum Productivity Appeal ~ James Gray and Allison Gray, Wellfleet, MA, for license #7312 consisting of 0.5 acres on Old Wharf Road***
  2. ***Shellfish S 7.12, 7.12.2, 7.13.3 Minimum Productivity Appeal ~ David Paine and Kristi Johns, Wellfleet, MA, for licenses #s 851, 863 and 861-B consisting of a total of 2.5 acres on Field Point***
  3. ***Shellfish S 7.12, 7.12.2, 7.13.3 Minimum Productivity Appeal ~ Keith Rose and Lisa Dexter, Wellfleet, MA, for licenses #s 95-25 and 95-26 consisting of a total of two acres on Egg Island.***
  4. ***Shellfish S 7.12, 7.12.2, 7.13.3 Minimum Productivity Appeal ~ William Young, Jr., Wellfleet, MA, for grant #01-04 consisting of three acres on Indian Neck.***
  5. ***Status of License Holder Aquacultural Research Corporation (A.R.C.) of Shellfish Grant License #792 with regards to Sections 7.8.1. Eligibility Requirements, 7.8.2. Domicile Requirement and Exception, 7.8.8. Aquaculture Research and Development Projects***
- ***Draft Press Release for a meeting for the financial findings of FY 2020 & 2021***
- ***Meeting Minutes***

**Wellfleet Selectboard  
Tuesday May 31, 2022; 7PM  
Meeting Minutes**

**Members Present:** Ryan Curley; Chair; Michael DeVasto, Vice Chair; Barbara Carboni, Helen Miranda Wilson, John Wolf

**Others Present:** Rich Waldo, Town Administrator; Charlie Sumner, Interim Town Administrator; Rebekah Eldridge, Executive Assistant; Michael Hurley, Police Chief; Carole Ridley, Herring River Restoration; Lisa Souve, Interim Town Accountant; Mary McIsaac, Interim Town Treasurer; Tim Sayer, Resident; Judith Ahern, Resident; Kathleen Bacon, Resident; Fred Magee, Chair of the Finance Committee.

Chair Curley Called the meeting to order at 7:04pm

jh

**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.

Chief Hurley spoke to the public and the board announcing to reassure the community of the conversations he has had with many school officials and wants the public to know that the police department is well trained to deal with a shooting or any dangerous event that may happen in the schools they are trained to deal with them, He wants to make sure the community feels safe.

There were no other issues to discuss.

**II. *Consent Agenda***

**A.** Wellfleet PTA change of date due to weather ~ Change from Saturday May 28, 2022, to June 25, 2022

**Chair Curley Moved; Board Member Wilson seconded, and it was voted to approve the PTA change of date.**

**Roll Call Vote: 5-0**

**B.** Karen Johnson ~ application for the Shellfishing Advisory Committee

**Wilson asked to have item B removed to discuss outside the agenda.**

Wilson stated that there are two applicants for one position, and she feels the fair way to do it is to have both candidates present to decide on who the position should go to. Wolf disagreed stating that Johnson had her application in sooner.

**Chair Curley moved; Board Member Wolf Seconded, and it was voted to approve the appointment of Karen Johnson to the Shellfish Advisory Board, for a term ending June 30, 2025; and after being sworn in by the town clerk, to serve in compliance with Town Charter and all applicable state and local laws, regulations and policies.**

**Roll Call Vote: 3-1-0 (DeVasto abstained; Wilson voted no)**

**III. *Use of Town Property***

**A.** Rebecca Arnoldi ~ Various Wellfleet Beaches ~ Please see attached applications and detailed information

Chair Curley asked Arnoldi to speak to her use of town property. She explained what she wanted to do which consisted of hikes and yoga classes on assorted

beaches. She explained that she would like to make this complimentary to other programs that are run in the town o Wellfleet. She sent the board a schedule of what she would like to do and when she would like to do it. She explained to the board what her dee schedule was. Chair Curley spoke to the large fees that would be applied and suggested that Arnoldi speak with Suzanne to negotiate a fee.

**Board Member Wilson Moved; Chair Curley Seconded Seconded; and it was voted to approve Rebecca Arnoldi's use of town property as specified in her application and conditioned by Town Departments for a fee to be negotiated with the Community Services Director.**

**Roll Call Vote: 5-0**

**IV. *Herring River Restoration Project***

**A.** Ducks Unlimited Town's Match ~ *Board Member Carboni recused herself from this discussion as she is waiting on the ethics committee to see if there is any conflict of interest.*

Ridley spoke to the board discussing the match that Duck's Unlimited has offered. The grant has officially been offered to Duck's Unlimited

**Chair Curley Moved; Board Member DeVasto Seconded; and it was voted that the Town of Wellfleet will meet its contribution as the 10% match partner for the 2-million-dollar grant from Ducks Unlimited from the United States Fish and Wildlife Service North American Wetland Conservation Act program for the Herring River Restoration Project pledging 200 thousand dollars of expended grant funds from the commonwealth from municipal vulnerability preparedness action grant program and to authorize the signing of a partner contribution and the provisions of necessary documentation of expended grant funds.**

**Roll Call Vote: 4-0-1 (Carboni was recused)**

**V. *Adult Community Center Retirement Letter***

**A.** Discussion and delegation of Selectboard member to be present a letter to Linda Balch retiring from the Adult Community Center.

They discussed the letter and decided that Board Member Wilson would represent the board at the goodbye lunch for Ms. Balch.

**Chair Curley Moved; Board Member DeVasto Seconded; and it was voted to approve the letter written on behalf of the board be signed by all members of the board.**

**Roll Call Vote: 5-0**

**VI. *Public Discussion***

**A.** Financial Discussion ~ Slide show including the following ~

- Findings of the internal audit with the finance team
- Moving Forward
- Questions and Comments

Souve, McIsaac, & Sumner presented a slideshow to the board and public explaining their work over the past two years. Each slide showed what they have done and how they are working towards clearing the "town's Slate". There were



comments about “stolen money” both McIsaac and Souve stated there was no evidence of criminal activity or fraud in the town. They explained money that was “missing” was actually just inputted wrong in the ledgers and put into wrong accounts and incorrectly.

The three explained how they have gone through every book and transaction of financial input from the years 2020 and 2021. It was explained that they had to go through each entry to make sure they were done properly, and it was explained that there were thousands of entries that were put in the system incorrectly. Souve and McIsaac had to go through all the entries and reconcile them to match the bank statements. They addressed the management letter from the auditing company and explained the letter and stated that there were a lot of mistakes from previous employees, and that they were there to address those mistakes. McIsaac stated that they have addressed all the issues that were stated in the management letter and have been fixed. They all reiterated to the board and public there was no criminal activity and no money stolen.

They continued stating that they are about to close the books for 2020 and 2021 and will then work with the Massachusetts department of revenue and Powers and Sullivan auditors to make sure before they leave the town all the finances are in the place they need to be and the new accountant and treasurer are able to keep the departments running as they should be.

They moved on to some of the main issues within the accounting and treasury department's stating that the huge turnover rate was a problem.

Souve discussed the accounts that she has created, and the town will continue to use, she explained that old account numbers were being used and only the accounting department knew the numbers from the new accounting system Vadar. They finished their presentation explaining what their goals are before they leave and how they will continue to educate the new staff and be available to help them through the new transition. They continued discussing the budgets and if the override for the 2023 operating budget didn't go through there would be services that would be cut from what the residents of Wellfleet have come to expect regarding services.

Sumner, McIsaac, and Souve answered questions from the board and the public in person and through the zoom platform. It was explained that the town hasn't asked for an override in many years, and it is a normal occurrence for any town to have a 2 ½ proposition override. They explained how overrides work and how they will be implemented in the years to come to help regain the town's fiscal responsibility. They continued the discussion about certifying free cash which they stated wouldn't be done by the June 11<sup>th</sup> town meeting but would be finished by the special fall town meeting in September. The board continued to discuss the override and the continuing issues if the budget isn't passed.

Magee spoke to the board and public giving information on how the finance committee supports the efforts that McIsaac, Sumner and Souve have done. Chair Curley asked Waldo to speak to this and Waldo reiterated how great the team has worked and he believes that this work is the fundamental on running the town and he looks forward to opening the door to a new beginning for the Town of Wellfleet.

**VII. 2022 Annual Town Meeting**

**A. Discussion and Review of events for town meeting.**

Sumner spoke to town meeting and went over some articles that needed to be addressed. Explaining that free cash hasn't been certified and certain articles will need to be indefinitely postponed moved to the special fall town meeting. He went over the articles that will need to be postponed due to free cash not being certified. Silverman spoke to the board asking for the Selectboard to adopt the practice where the chair of the board and the vice chair make all the motions and seconds.

**Chair Curley Moved; Board Member Wilson Seconded; and it was voted that the selectboard authorizes the Town Moderator to have a drawing for five beach stickers for the voters at the end of town meeting.**

**Roll Call Vote: 5-0**

**VIII. New Business**

Wolf told the board he will have the policy for use of town buildings at the next meeting. He also stated to the board that the former member Reinhart was a liaison for the Dredging Task Force and stated he would like to be appointed to that board as their liaison.

Carboni spoke to having liaisons for all boards and asked if the board would be willing to consider it.

The board discussed having an executive session on June 7<sup>th</sup> at 6pm.

DeVasto stated there are two community forums coming up one about town meeting and the other to help voters understand the override at town meeting. There will also be a candidate's night after town meeting. The date is to be determined.

**IX. Adjournment**

**Chair Curley Moved; Board Member Wilson Seconded; and it was voted to adjourn the meeting.**

**Roll Call Vote: 5-0**

**Meeting Adjourned 10:44pm**

**\*\*\* Public Documents \*\*\***

*Change of date for PTA carnival*

*Application from Karen Johnson to be on Shellfish Advisory Board*

*Application for use of town property ~ Rebecca Arnoldi*

*Duck's Unlimited paperwork for town's match*

*Letter from the selectboard to retiring Community Center employee Linda Balch*

*Power point presentation from Charlie Sumner, Lisa Souve, and Mary McIsaac regarding financial status of Wellfleet*

**Wellfleet Selectboard  
Tuesday June 7, 2022; 7PM  
715 Old King's Highway /Zoom  
Meeting Minutes**

**Members Present:** Ryan Curley, Chair; Michael DeVasto, Vice Chair; Helen Miranda Wilson, Barbara Carboni, John Wolf

**Others Present:** Rich Waldo, Town Administrator; Rebekah Eldridge, Executive Assistant; William Young, Shellfisherman; Nancy Civetta, Shellfish Constable; Luene Grady, Resident of Wellfleet appealing a grant forfeiture; Daniel Silverman, Town Moderator; Carole Ridley, Herring River Restoration project coordinator; Jude Ahern, Resident; Kirk Bosma, Woods Hole group for Herring River; Jay Norton, DPW Director; Tim Sayer, Resident

Chair Curley Called the meeting to order at 7:05pm

**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.

Chair Curley spoke to the public reminding them that town meeting is June 11, 2022, at 10am.

**II. *Consent Agenda***

**A. Nick Sirucek ~ Appointment to the Shellfish Advisory Board ~ 3-year term  
Board Member Wilson moved; Chair Curley Seconded; and it was voted to appoint Nick Sirucek as an alternate member of the shellfish advisory board to be sworn in by the Tow Clerk, to serve in compliance with the town charter and all applicable state and local laws, regulations and policies.**

**Roll Call Vote: 4-0**

**B. Lydia Vivante ~ Use of Town Hall Driveway ~ Annual Art Sale ~ August 6, 2022 (Rain Date August 7, 2022) 8:30am – 10:30pm**

**Chair Curley Moved; Board Member Wilson seconded; and it was voted to approve the remainder of the consent agenda.**

**Roll Call Vote: 5-0**

**III. *Public Hearings***

**Board Member DeVasto officially recused himself from the shellfish hearings.**

**Chair Curley opened the public hearing. Board Member DeVasto recused himself from this portion of the meeting.**

**A. Individual votes to consider if each of the following license holders' grant licenses will be forfeited for failure to meet minimum productivity per Town of Wellfleet Shellfishing Policy and Regulations Sections 7.12 Evidence of Productivity: Use**



It or Lose It, 7.12.2. Failure to Meet Production Levels and 7.13.3 Notification of Failure to Meet Minimal Requirements.

Schooner Grady & Luene Grady for license #95-15 consisting of 0.92 acres on Egg Island

Civetta read a letter to the board which stated that her job wasn't easy, and she was doing what she was charged with and following the rules and regulations of the shellfish department. Young spoke to the board defending Grady and stating that Grady was misinformed and didn't understand the letters. Eldridge was asked to speak to the letters for a public hearing. There were many questions asked of Civetta and Grady. Young explained to the board that he would be willing to help Grady meet minimum productivity by the end of the year.

Wolf spoke to the board about not wanting to "pull the rug out from underneath the shellfish constable" but wanted to follow rules and regulations.

Bacon spoke to the board about Grady coming before the board in 2017, and the board then supported Grady, but she stated that they need to follow their regulations and they have continued to be kind. The conversation continued at great length. Chair Curley questioned the board as to where they stood with voting on this grant. Each member spoke to the board. Wilson spoke to the board reading notes that were written for her and by her regarding hearings

**Board Member Wilson Moved; Board Member Seconded; and was voted to take no action**

**Roll Call Vote 2-2 (Wilson/Wolf Yay) (Carboni/Curley no)**

**Motion Fails**

**Chair Curley Moved; Board Member Carboni Seconded and it was voted to have Grady provide proof of purchase of 40,000 seed**

**Roll Call Vote: 2-2 (Wilson/Wolf voted no) (Curley/Carboni Yay)**

**Motion Fails**

**The Grant will remain forfeited**

**Chair Curley Opened this hearing:**

- B.** Application received 1/30/2022 for the renewal of shellfish grant license # 7312 consisting of .5 acres off Old Wharf Point for ten years from James and Allison Gray (Wellfleet, MA).

Grady came to the table and discussed his grant and the order of conditions that were issued to him at a previous meeting with expiration dates. Chair Curley asked if Gray was amendable to the conditions that the board will put in front of them. Wilson asked if he had paid his fees for the grant. He stated he paid with cash. The board discussed this grant.

**Chair Curley Moved; Board Member Wilson Seconded; and it was voted to renew grant license #7312 to James and Allison Gray with the following order of conditions:**

- **By October 21, 2022, the license holders must provide proof of 20,000 seed being planted to the satisfaction of the Shellfish Constable, if the license holder disagrees with the constable's determination of the fact the license holder may appeal to the Selectboard, said appeal must be filed within 21 days of the**

**Shellfish Constables determination and the Selectboard shall hear the appeal within 21 days of that filing.**

- **These minimum levels of propagation must be adhered to in each of the following years thereafter**
- **Said seed may be oyster or quahog or a combination of both and may be caught seed or purchased**
- **The license holder must pay their license fee with a check within the next 30 days.**

**Roll Call Vote: 4-0-1**

**The Public hearing was closed for grant license #7312**

- C. Limitations on the number of Recreational Marijuana Dispensaries in Town  
DeVasto spoke to this agenda item speaking that  
Chair Curley opened the public hearing for recreation marijuana dispensaries.  
Member Wilson spoke to the board about how many liquor stores were in the town of Wellfleet. DeVasto spoke to her questions and stated there was a limit of 3 package stores in the town.

DeVasto presented this to the board and stated that it came before the board as host agreements. He stated he wanted to set a limit of dispensaries in the town. He stated there were a lot of host agreements he continued stating there are currently four host agreements and three dispensaries. He stated that right now he would like to set the limit to three moving forward.

**Board Member DeVasto Moved; Chair Curley Seconded; and it was voted to set the limit of marijuana to 3. Any existing dispensaries or valid host agreements as of June 7, 2022, shall be considered preexisting and allowed to continue to operate so long as they remain in compliance and in good standing with state and local regulations, agreements, and licenses.**

**Chair Curley Moved; Board Member Wilson Seconded; and it was voted to amend the motion to 4 instead of 3.**

Discussion ensued on the dispensaries and how many they feel are appropriate for the town.

**Roll Call Vote: 4-1 (Carboni voted no)**

#### IV. ***Town Meeting***

- A. Modified Quorum ~ Moderator Silverman

Silverman requested the board vote to reduce the quorum from 182 people to 100 people. Silverman joined the meeting via zoom and spoke to the board about the quorum and his request. Ahern spoke to the board regarding town meeting quorum, stating she feels reducing quorum isn't necessary. The board disagreed and tried to explain that it doesn't reduce the amount of people that can attend the meeting but allows the meeting to continue and not lose quorum as the meeting gets into later hours.

**Board Member Wolf Moved; Board Member Wilson Seconded; and it was voted to reduce the quorum of Annual Town Meeting from 182 residents to 100 residents.**

**Roll Call Vote: 5-0**

**B. Town Meeting Warrant**

Chair Curley announced there were no more issues to be addressed with the warrant.

He questioned Silverman about the motions booklet and asked if there needed to be a motion.

**C. Town Meeting Briefing**

Silverman explained to the board that check in for town meeting begins at 9am and masks are not required. He gave other details for the meeting regarding chairs and the tent. He explained there is a document on the town's website explaining what to expect.

Civic Plus will be used for an alert to inform the public of the change of meeting date.

**V. *Herring River Restoration Project***

**A. Final design and bidding Chequessett Neck Rd Bridge. Fuss and O'Neill ~ Herring River Restoration Project**

Eldridge screen shared the slide show presentation that was presented by Ridley and Nils. The board discussed with both Ridley and Nils the dynamics of the bridge and its dynamics and timeline of when the project would be started and the many stages of it. Bosma spoke to how the bridge would operate and the water levels. The board continued to discuss the bridge for this project at great length.

**Chair Curley Moved; Board Member DeVasto Seconded; and it was voted to affirm the final design at Chequessett Neck Road bridge subject for the review of the aesthetic treatments applied thereto and the DPW's intention to advertise bid documents for construction of the Chequessett Neck Road bridge as provided in the final design plans and bid specifications and to advertise a grant funded position of owner's project representative to provide construction oversight for the town and to report to the DPW director and the Town Administrator.**

**Roll Call Vote: 4-0-1 (Carboni Abstained)**

**VI. *Business***

**A. *On-Site Engineering 95 Lawrence Rd***

Norton presented to the board the onsite engineering part of the agenda. He explained that he was asked to look over the RFP for this

**Chair Curley moved; Board Member Wolf Seconded; and it was voted to approve the proposed contract amendment for 95 Lawrence Road wastewater treatment facility permitting and groundwater discharge design and permitting.**

**Roll Call Vote: 5-0**

**B. Disbandment of 95 Lawrence Rd Task Force**

Brought to the board's attention by Olga Kahn and this was looked into by Rebecca Roughley the ATA, and she agreed that this groups charge was completed

**Chair Curley Moved; Board Member DeVasto Seconded; and it was voted to Approve the disbandment of the 95 Lawrence Road Task Force as their charge is complete.**

**Roll Call Vote: 5-0**

**C. Vote on Lecount Hollow beach for summer 2022 ~ DeVasto**

Sayer spoke to the board speaking to the fact that this was voted down at the last meeting and quoted "Roberts Rules of Order" Chair Curley spoke to this and explained where the board stands. Chair Curley stated that he checked into this issue.

**Board Member Moved; Board Member Seconded; and it was voted to approve that LeCount/Maguire landing be used for resident and taxpayer parking for the 2022 season.**

Chair Curley polled the board to see if they wanted to speak to the bylaw agenda items tonight. Wilson and Carboni felt that they needed more investigation and defer discussion. Wilson asked for the bylaws that Town Counsel marked up and stated that she feels they need to have more work and need to be looked at.

*The board moved the zoning agenda items to another meeting*

**D. Cottage Colonies Zoning Bylaw ~**

**E. Zoning Bylaw Amendment Provisions to Encourage the Development of Affordable Dwellings in Wellfleet**

**F. Affordable Lots Zoning Bylaw**

**G. CBAs ~ There were no collective bargaining agreements to discuss.**

**H. Building Use Policy ~ Wolf ~ To be moved to another meeting**

**VII. Selectboard Reports**

There were no reports

**VIII. Town Administrator & Assistant Town Administrator's Report**

Waldo gave a brief update on his first week as town administrator and spoke to his first week in the job. Chair Curley asked Waldo about Sumner's contract moving forward,

**IX. Topics for Future Discussion**

Wilson spoke to the board about the detailed crafted policy on code of conduct and would like it to be voted on and put into place.

Formalized liaison system for the selectboard

Selectboard goals are due

**X. Correspondence and Vacancy Reports**

Please see the packet for a detailed report

**XI. Minutes**

- A. April 26, 2022, ~ Chair Curley Moved; Board Member Wolf Seconded; and it was voted to approve the minutes as printed.  
Roll Call Vote: 4-0-1 (Wilson abstained)**
- B. May 6, 2022, ~ Chair Curley Moved; Board Member Wolf Seconded; and it was voted to approve the minutes as printed  
Roll Call Vote: 4-0-1 (Wilson abstained)**
- C. May 10, 2022, ~ Board Member Moved; Board Member Seconded; and it was voted to approve the meeting minutes as printed  
Roll Call Vote: 4-0-1 (Wilson Abstained)**
- D. May 24, 2022, the board was not ready to move on the 24<sup>th</sup>**

**XII. Adjournment**

**Chair Curley Moved; Board Member Wilson Seconded; and it was voted to adjourn  
Roll Call Vote: 5-0**

**Meeting adjourned 10:38pm**

**\*\*\* Public Documents: \*\*\***

***Application for Shellfish Advisory Board ~ Nick Sirecuk***

***Application for Use of Town Property ~ Lydia Vivante***

***Public Hearing documents:***

***Luene & Schooner Grady***

***Shellfish Grant License #7312 James & Allison Gray***

***Paperwork for cannabis dispensaries for the town***

***Town Meeting Annual Warrant***

***Power point presentation for Herring River Restoration Project (slides 7 – 23)***

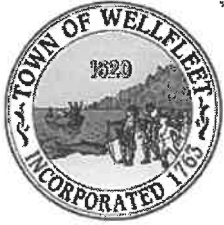
***95 Lawrence Road Engineering paperwork***

***Cottage Colonies Zoning Bylaw***

***Zoning Bylaw amendment documentation for development of affordable dwellings in Wellfleet***

***Affordable Zoning Bylaw***

***Meeting Minutes of May 10, 2022 & May 24, 2022***



## SELECTBOARD

AGENDA ACTION REQUEST  
Meeting Date: June 28, 2022

XIV

### ADJOURNMENT

<b>REQUESTED BY:</b>	<b>Selectboard Chair Ryan Curley</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 _____