



Board of Selectmen

RECEIVED
TOWN OF WELLFLEET
2017 MAR 24 AM 11:53

The Wellfleet Board of Selectmen will hold a public meeting on Tuesday, March 28, 2017 at 7:00 p.m. at the Wellfleet Senior Center, 715 Old Kings Highway, Wellfleet, MA 02667. It is anticipated that the meeting will be recorded by the Town. Anyone else desiring to record the meeting may do so only after notifying the chair and may not interfere with the conduct of the meeting in doing so.

- I. **Announcements, Open Session and Public Comment [7:00]** *Note: Public comments must be brief. The Board will not deliberate or vote on any matter raised solely during Announcements & Public Comment.*
- II. **Public Hearing(s) [7:05]**
 - A. Conditionally Open for Shellfishing Herring River as directed by DMF on March 15, 2017.
 - B. One Day Wine & Malt License for Cape Cod Bay Challenge on August 15, 2017 from 3 pm to 10 pm.
 - C. Remove William Barrio from shellfish grants #852, 852A and 852B.
 - D. Renew Shellfish Grant licenses #2000-01, 2000-01ext & 2000-06 for 10-year period (James & Nancy O'Connell)
 - E. Transfer Annual Wine and Malt Beverages License from Wellfleet Village Center, Inc. to Slaibi Enterprises, Inc.
- III. **Licenses**
 - A. **Liquor License Renewals:** **Package Store Wine and Malt (Seasonal):** Maurice's; **Package Store All Alcohol (Seasonal):** Wellfleet Marketplace; Wellfleet Wine Cellar & Spirits; **Restaurant Wine and Malt (Seasonal):** Ceraldi; Harbor Stage Company; Wellfleet Flea Market; **Restaurant All Alcohol (Seasonal):** Bob's Sub N' Cone, Bocce; Chequessett Yacht & Country Club; Chequessett Yacht & Country Club Boathouse; Catch of the Day; Flying Fish Café; The Juice; The Lighthouse; Slackman, Inc.; V.R.'s; Wellfleet Beachcomber; Wellfleet Dairy Bar & Grill; Wellfleet Motel & Lodge; Winslow's Tavern
 - B. **Business License Renewals:** Wellfleet Harbor Actor's Theater; Bocce Italian Bar and Grill
- IV. **Appointments/Reappointments**
 - A. Thomas Slack to Local Comprehensive Plan Working Group (5 min.)
- V. **Use of Town Property**
 - A. Indian Neck Beach use on September 8, 2017, noon to 4 pm for a wedding ceremony (Nancy Porteus)
 - B. Mayo Beach and Baker Field Tent and tennis courts use: August 11-13, 2017 (Cape Cod Bay Challenge)
 - C. Town Beach by the Gut on Great Island for wedding ceremony on July 8, 2017, 3 pm to 3:40 pm (Lindsay Mahoney)
 - D. Newcomb Hollow Beach use on May 9, 2017, 7 am to 9 am for small temporary habitat (Ryan Environmental Group)
 - E. Front of Town Hall lawn use for Memorial Day Service on May 29, 2017, 8 am to 11 am (American Legion Post 287)
 - F. Whitecrest Beach parking lot use on June 24 and July 15, 2017, 5 pm to 9 pm for memorial concert (Face Book Group Trey Helliwell Remembered)
 - G. Driveway on the E-side of Town Hall use for annual plant sale on May 27, 2017, 6 am to 1 pm (Wellfleet Gardeners)
- VI. **Business [7:30]**
 - A. Wellfleet Town Hall Common Project proposal [T. Callis, T. Vermehren] (10 min.)
 - B. Discussion of Animal Control Officer Proposal [Police Chief] (10 min.)
 - C. Board's position on the Joint Powers Agreement for Cape Light Compact. (10 min.)
 - D. 2017 Annual Town Meeting Warrant & Annual Town Election Ballot Questions Placement & Approval (5 min.)
 - E. Discussion of considering expanded polling hours [Joseph Powers] (10 min.)
 - F. Murro Van Meter 2017 Food Truck Contract beach concession and application renewal [ATA] (5 min.)
 - G. Approval of contract with Appraisal Company of Cape Cod, Inc for Pleasant Point Bulkhead seawall. [ATA] (5 min.)
 - H. Approval of Wellfleet Cultural District Application and Resolution [ATA] (15 min.)
 - I. Possible call for Special Town Meeting on April 24, 2017 at 7 PM at Wellfleet Elementary School to consider Paine Hollow Affordable Housing Project and grant opportunity or for any other reason.
- VII. **Town Administrator's Report**
- VIII. **Topics for Future Discussion**
- IX. **Correspondence and Vacancy Report**
- X. **Adjournment**



BOARD OF SELECTMEN

AGENDA ACTION REQUEST
Tuesday, March 28, 2017

II

PUBLIC HEARING - A

REQUESTED BY:	Shellfish Constable
DESIRED ACTION:	Approve conditional opening for shellfishing of Herring River
PROPOSED MOTION:	I move to vote to Conditionally Open for Shellfishing Herring River as directed by DMF on March 15, 2017.
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s): _____
VOTED:	Yea _____ Nay _____ Abstain _____

TOWN OF WELLFLEET
PUBLIC HEARING

In accordance with MGL Chapter 130 Sections 52, 57, 58, 60, and 68 and all applicable Town Shellfish Regulations, notice is hereby given that the Wellfleet Board of Selectmen will hold a public hearing on Tuesday, March 28, 2017 at 7:05 p.m. in the Wellfleet Council on Aging to consider the following:

To conditionally open the Herring River as directed by the DMF.

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

WELLFLEET BOARD OF SELECTMEN



David E. Pierce
Director

Commonwealth of Massachusetts

Division of Marine Fisheries

251 Causeway Street, Suite 400

Boston, Massachusetts 02114

(617)626-1520

fax (617)626-1509



Charles D. Baker
Governor

Karyn E. Polito
Lieutenant Governor

Matthew A. Beaton
Secretary

George N. Peterson, Jr.
Commissioner

Mary-Lee King
Deputy Commissioner

March 15, 2017

Board of Selectmen
Town of Wellfleet
Town Hall
Wellfleet, MA 02667

Ladies & Gentlemen

In accordance with Chapter 130, section 74A of the Massachusetts General Laws, the Division of Marine Fisheries has re-examined the waters of the Herring River (CCB:12.1), in the Town of Wellfleet, classified as "CONDITIONALLY APPROVED" and in the "CLOSED" status based on seasonal water quality changes. As a result of this examination, the Division has determined that the below defined area now meets the established criteria for the harvest of shellfish and has changed the status to "OPEN TO SHELLFISHING" as of sunrise on March 15, 2017.

The below defined area may be opened to the harvest of shellfish for direct human consumption subject to local rules and regulations under authority of Massachusetts General Laws, Chapter 130, Section 52.

CLASSIFICATION: CONDITIONALLY APPROVED

SEASONAL STATUS CHANGE

Status: Open to Shellfishing

(March 15- August 31)

[All dates inclusive]

MAR 20 2017

CCB:12.1
Herring River

"The waters and flats of the Herring River portion of Wellfleet Harbor, south of a line drawn from the "NO SHELLFISHING" sign at the spit of land southwest of Currier's boat house to the "NO SHELLFISHING" sign located at a point in "The Gut" and west of a line drawn from the northeast tip of Great Island across to Chequesset Yacht Club Flagpole."



BOARD OF SELECTMEN

AGENDA ACTION REQUEST
Tuesday, March 28, 2017

II

PUBLIC HEARING - B

REQUESTED BY:	Jody Craven and Christa von der Luft
DESIRED ACTION:	Approve one-day Malt and Wine License
PROPOSED MOTION:	I move to vote to approve One Day Wine & Malt License for Cape Cod Bay Challenge on August 15, 2017 from 3 pm to 10 pm.
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____

TOWN OF WELLFLEET
PUBLIC HEARING

In accordance with M.G.L. Chapter 138, notice is hereby given that a public hearing will be held on Tuesday, March 28, 2017 at 7:05 p.m. at the Wellfleet Council on Aging to consider the following:

- Application received from Jody Craven and Christa von der Luft for Cape Cod Bay Challenge for a One Day Beer and Wine License Saturday, August 12, 2017 from 3:00 pm to 10:00 pm

WELLFLEET BOARD OF SELECTMEN

TOWN OF WELLFLEET
APPLICATION FOR SPECIAL EVENT LIQUOR LICENSE

MAR - 7 2017

1. Applicant Cape Cod Bay Challenge

Address c/o Christa von der Luft, PO Box 466, Wellfleet MA Telephone 617 721 1868
Jody Craven, telephone (774) 722-3479

2. Affiliation/Group Cape Cod Bay Challenge For Profit _____ Non Profit x

3. Type of License All Alcohol (^{150.00}~~\$100.00~~/day) _____ Beer and Wine (^{180.00}~~\$50.00~~/day) x

4. Type of Activity Being Conducted Celebration of stand-up paddle event to raise money for Christopher's Haven

5. Date 8/12/2017 Hours of Service 2 pm - 10 pm

6. Description of Premises Baker Field area: bounded by parking area, Wellfleet rec building, playground and tennis courts.

7. Name, Address, Telephone of Designated Manager (person responsible for activity)

Mike Chase, President, CCBC, 32 Stony Brook Lane, Norwell, MA 02061

8. If activity involves food service, please describe fully (i.e. raw shellfish, heated casseroles, bakery goods, etc.)

Dinner catering to be provided (grilled chicken, beef, hamburgers, hot dogs, salad, side dishes and dessert. In the past, Family Crest has provided catering.



Applicant's signature

2/4/17
Date



Police Dept Signature

[Signature] 3/17/17

Comments/Conditions

need Detail Officer
Some GC past
years.

Building Dept. Signature

[Signature]

Comments/Conditions

03-16-17

Fire Dept. Signature

Richard J. Pantey, Jr. (#)
3/14/17

Comments/Conditions

Health Dept. Signature

[Signature] 3/16/17

Comments/Conditions

DPW Dept. Signature

Paul Lindley

Comments/Conditions

Event staff responsible
for cleanup and removal of trash
Post event. 3/16/17

Other

Comments/Conditions

3/17/17
Date Received

Fee

Date Issued



BOARD OF SELECTMEN

AGENDA ACTION REQUEST
Tuesday, March 28, 2017

II

PUBLIC HEARING - C

REQUESTED BY:	William Barrio
DESIRED ACTION:	Remove grant holder name from shellfish grants
PROPOSED MOTION:	I move to vote to Remove William Barrio from shellfish grants #852, 852A and 852B.
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s): _____
VOTED:	Yea _____ Nay _____ Abstain _____

TOWN OF WELLFLEET
PUBLIC HEARING

In accordance with MGL Chapter 130 Sections 52, 57, 58, 60, and 68 and all applicable Town Shellfish Regulations, notice is hereby given that the Wellfleet Board of Selectmen will hold a public hearing on Tuesday, March 28, 2017 at 7:05 p.m. in the Wellfleet Council on Aging to consider the following:

- Application received March 1, 2017 from William Barrio to be removed from shellfish grants #852, 852A and 852B.
- Application received March 6, 2017 from James and Nancy O'Connell to renew shellfish grant licenses # 2000-01, 2000-01ext and 2000-06 for a ten year period.

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

WELLFLEET BOARD OF SELECTMEN

March 1st, 2017

MAR - 1 2017

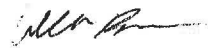
Wellfleet Board of Selectmen
300 Main Street
Wellfleet, MA 02667

To Whom it May Concern:

Please allow this letter to serve as formal request to have my name removed from grant license number 852 located at CCB14 Blackfish Creek.

Sincerely,

William Barrio



508-685-6278



BOARD OF SELECTMEN

AGENDA ACTION REQUEST
Tuesday, March 28, 2017

II

PUBLIC HEARING - D

REQUESTED BY:	James and Nancy O'Connell and Nick Sirucek
DESIRED ACTION:	Renew shellfish grants for 10-year period
PROPOSED MOTION:	I move to vote to renew Shellfish Grant licenses #2000-01, 2000-01ext (James & Nancy O'Connell) & 2000-06 (James O'Connell and Nick Sirucek) for 10-year period
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s): _____
VOTED:	Yea _____ Nay _____ Abstain _____

APPLICATION FOR RENEWAL OF SHELLFISH GRANT LICENSE

Date: 2/13/17

TO: Board of Selectmen
300 Main Street
Wellfleet, MA 02667

I/We hereby request renewal of Shellfish Grant License # 2000-01, 2000-01, located at
EXT

EGG ISLAND, in Wellfleet MA and consisting of 1.5 + .6 acres,

and dated 2/13/2017, for a (five) (ten) year period.

I/We agree to pay to the Town Clerk, within thirty days after approval, the annual fee and \$1.00 for recording
and \$ 4.00 for costs incurred by the Town of Wellfleet in granting said renewal.

James O'Connell
Nancy O'Connell
Signature

JAMES O'CONNELL
NANCY O'CONNELL
Name

25 BELLAMY LN
WELLFLEET, MA
02667
Mailing Address

508 237-8026
Telephone Number

APPLICATION FOR RENEWAL OF SHELLFISH GRANT LICENSE

Date: 2/13/17

TO: Board of Selectmen
300 Main Street
Wellfleet, MA 02667

I/We hereby request renewal of Shellfish Grant License # 2000-06, located at

EGG ISLAND, in Wellfleet MA and consisting of 1.5 acres,

and dated 2/13/2017, for a (five) (ten) year period.

I/We agree to pay to the Town Clerk, within thirty days after approval, the annual fee and \$1.00 for recording
and \$ 4.00 for costs incurred by the Town of Wellfleet in granting said renewal.

James O'Connell
Nancy O'Connell
Signature

JAMES O'CONNELL
NANCY O'CONNELL
Name

25 BELLAMY LN
WELLFLEET MA 02666
Mailing Address

508-237-8026
Telephone Number

Nick
Siracusa



BOARD OF SELECTMEN

AGENDA ACTION REQUEST
Tuesday, March 28, 2017

II

PUBLIC HEARING - E

REQUESTED BY:	Slaibi Enterprises, Inc.
DESIRED ACTION:	Transfer Malt and Wine License
PROPOSED MOTION:	I move to vote to approve to transfer Annual Wine and Malt Beverages License from Wellfleet Village Center, Inc. to Slaibi Enterprises, Inc.
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____

TOWN OF WELLFLEET
PUBLIC NOTICE

In accordance with M.G.L. Chapter 138, notice is hereby given that the Wellfleet Board of Selectmen will hold a public hearing on Tuesday March 28, 2017 at 7:05 p.m. in the Wellfleet Council on Aging to consider the following:

- Application received March 15, 2017 from Slaibi Enterprises, Inc. to transfer the Annual Wine and Malt Beverages License from Wellfleet Village Center, Inc. to Slaibi Enterprises, Inc., Mike N. Slaibi, Manager.

WELLFLEET BOARD OF SELECTMEN



BOARD OF SELECTMEN

AGENDA ACTION REQUEST
Tuesday, March 28, 2017

III

LICENSES - A

REQUESTED BY:	Principal Clerk
DESIRED ACTION:	Approve Seasonal Liquor Licenses
PROPOSED MOTION:	<p>I move to vote to approve to the following seasonal liquor licenses: <u>Liquor License Renewals: Package Store Wine and Malt:</u> Maurice's; <u>Package Store All Alcohol:</u> Wellfleet Marketplace; Wellfleet Wine Cellar & Spirits; <u>Restaurant Wine and Malt:</u> Ceraldi; Harbor Stage Company; Wellfleet Flea Market; <u>Restaurant All Alcohol:</u> Bob's Sub N' Cone, Bocce Itallian Bar & Grill; Chequessett Yacht & Country Club; Chequessett Yacht & Country Club Boathouse; Catch of the Day; Flying Fish Café; The Juice; The Lighthouse; Slackman, Inc.; V.R.'s; Wellfleet Beachcomber; Wellfleet Dairy Bar & Grill; Wellfleet Motel & Lodge; Winslow's Tavern</p>
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s): _____
VOTED:	Yea _____ Nay _____ Abstain _____



BOARD OF SELECTMEN

AGENDA ACTION REQUEST
Tuesday, March 28, 2017

III

LICENSES - B

REQUESTED BY:	Principal Clerk
DESIRED ACTION:	Approve renewals of Business License
PROPOSED MOTION:	I move to vote to approve the Business License Renewals for Wellfleet Harbor Actor's Theater and Bocce Italian Bar & Grill
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____



BOARD OF SELECTMEN

AGENDA ACTION REQUEST
Tuesday, March 28, 2017

IV

APPOINTMENTS/REAPPOINTMENTS

REQUESTED BY:	Thomas Slack
DESIRED ACTION:	Appoint applicant to Local Comprehensive Plan Working Group
PROPOSED MOTION:	I move to vote to appoint Thomas Slack to the Local Comprehensive Plan Working Group.
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____



TOWN OF WELLFLEET
APPLICATION FOR TOWN BOARDS & COMMITTEES MEMBERSHIP

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

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

☐ Name THOMAS SLACK Date 2/16/17

Mailing Address 126 EASTWIND CIR

WELLFLEET, MA 02667

Phone (Home) 508-349-0948 (cell) 612-741-2110

E-mail TKSlack66@gmail.com

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

Current member of Open Space Committee and
NRAB. Volunteer Naturalist WBMA.
Retired MD

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

MD; Board certified in Internal Medicine & Nephrology

Have been asked to represent OSC on
Local Comp. Planning Com

☐ Committees/Boards of Interest: 1) Local Comprehensive Planning Committee
2) _____
3) _____

MAR - 6 2017



BOARD OF SELECTMEN

AGENDA ACTION REQUEST
Tuesday, March 28, 2017

V

USE OF TOWN PROPERTY - A

REQUESTED BY:	Nancy Porteus
DESIRED ACTION:	Approval of use Town Property
PROPOSED MOTION:	I move to vote to approve the request of Nancy Porteus to use Indian Neck Beach use on September 8, 2017, noon to 4 pm for a wedding ceremony with event fee of \$100 and conditions as listed on the use request form.
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s): _____
VOTED:	Yea _____ Nay _____ Abstain _____

TOWN OF WELLFLEET
APPLICATION FOR PERMIT TO USE TOWN OWNED PROPERTY

17-11

Applicant Nancy Porteus Affiliation or Group —
Telephone Number 508-349-7228 Mailing Address 1003 G Street
Email address jnporteuse@gmail.com So Wellfleet MA
Town Property to be used (include specific area) Indian Neck Beach ⁰²⁶⁶⁹ Breakway
Cell phone 508 509 7830
Date(s) and hours of use: Friday, Sept 8, 2017 noon-4:00
P.M.

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.

My daughter's Wedding Ceremony.
Approx. 120 people; maybe an arbor + approx.
60 chairs. No food. Use of the parking
lot. (Ceremony 2:30 - 4:00)
Describe any Town services requested (police details, DPW assistance, etc.) * Reception will be
held in a different
location.
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 insure that all reviews can be completed prior to the event. This application is only for permission to use Town property. Any additional licenses, such as food service permit, etc., may be required and it is the applicant's responsibility to secure the same.

Action by the Board of Selectmen:

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



Date: _____




JAN 26 2017

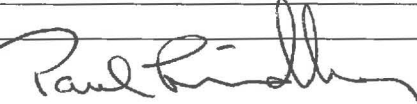
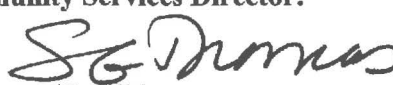
Processing Fee: \$50.00 Check # 2980
Fee: _____ received 1/26/17


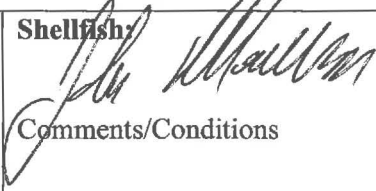
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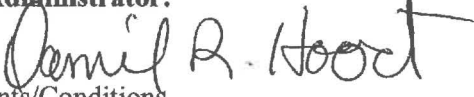
APPLICANT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSPECTIONS

Health/Conservation Agent:  Comments/Conditions: OK Permits/Inspections needed:	Inspector of Buildings:  Comments/Conditions: 2.13.17 Permits/Inspections needed: NO TENT
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Police Department:  Comments/Conditions: 1/30/17 OK	Fire Department:  Comments/Conditions: 2/1/17 
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DPW:  Comments/Conditions OK 2/2/17	Community Services Director:  Comments/Conditions: 2/15/17
--	---

Harbormaster: Comments/Conditions 	Shellfish:  Comments/Conditions 3/7/17
--	--

Recreation: Comments/Conditions 	Town Administrator:  Comments/Conditions 1000 S. 1000
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BOARD OF SELECTMEN

AGENDA ACTION REQUEST
Tuesday, March 28, 2017

V

USE OF TOWN PROPERTY - B

REQUESTED BY:	Jody Craven & Christa von der Luft
DESIRED ACTION:	Approval of use Town Property
PROPOSED MOTION:	I move to vote to approve the request of Jody Craven & Christa von der Luft to use Mayo Beach and Baker Field Tent and tennis courts use: August 11-13, 2017 for Cape Cod Bay Challenge event with no event fee and conditions as listed on the use request form.
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s): _____
VOTED:	Yea _____ Nay _____ Abstain _____

17-10



**TOWN OF WELFLEET
APPLICATION FOR PERMIT TO USE TOWN-OWNED PROPERTY**

MAR - 7 2017

Applicant : Jody Craven/Christa von der Luft

Telephone Number: (774) 722-3479/(617) 721-1868
Affiliation or Group: Cape Cod Bay
Challenge, Inc.

Mailing Address: c/o Jody Craven, PO Box 1743,
Wellfleet, MA 02667

Town Property to be used (include specific area): Mayo Beach, Baker Field

Date(s) and hours of use: Primary use will be on Saturday, August 12, 2017 with paddlers landing at Mayo Beach at approximately 3 pm; Baker Field Tent area: 1-10 pm. Set-up of storm fencing to establish most of event perimeter in tennis court/parking area Thursday, August 10, 2017 with removal by Sunday, August 13, 2016; erection of additional tent on Friday, August 11, 2016 next to existing tent, with removal on Sunday, August 13, 2017. (More detailed timeline attached).

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.

The Cape Cod Bay Challenge (CCBC) is a non-profit organization that hosts an annual stand-up paddleboarding (SUP) event with a primary goal of raising money for Christopher's Haven. Christopher's Haven's mission is to make a tangible difference in the lives of families with children who are receiving prolonged cancer treatment at Massachusetts General Hospital (MGH) and other Boston area hospitals by providing them with an affordable, comfortable and nurturing place to stay during their child's treatment.

The CCBC's signature event is an approximately 34-mile SUP across Cape Cod Bay. For our 10th anniversary crossing we would like to continue to finish our crossing in Wellfleet at Mayo Beach, with the post-event celebration occurring at Baker Field. In 2008, the CCBC's first year, 8 paddlers made the crossing; for 2017, we expect 55-65 paddlers would land at Mayo Beach. The paddlers will be accompanied by support boats some of which will obtain overnight moorings/dock space from the Wellfleet Harbormaster. This event is not a race - we envision paddlers gathering off Jeremy Point and paddling in as a tight group on the incoming tide for a spectacular group finish.

After landing mid-afternoon at Mayo Beach, the paddlers and CCBC supporters would congregate at Baker Field for a post-event celebration and fundraiser. We anticipate offering live music (the Rip It Ups have provided excellent music for us in the past), catered food, and pursuant to a one-day beer and wine license, beer through CCBC sponsor Wachusett Brewery and wine through another sponsor. (Barefoot Wines has provided wine in the past). Part of the after-event is a raffle of donated items, which ranged last year from local art work and jewelry to a Kialoa SUP paddle and Naish SUP board. We estimate the total number of paddlers and supporters for the Wellfleet landing and post-event gathering to be approximately 300-400. In the past, we have rented a tent to supplement the existing Baker Field tent that is in place during the summer. Parking will be at the Mayo Beach or Town Pier parking lots. CCBC paddlers will pay a registration fee of \$135 and be expected to each raise \$650 (including registration fee) for the benefit of Christopher's Haven. After event attendees would be charged a fee to cover food and beverage costs. (The adult per person charge is expected to be \$55). Baker Field activity will end by 10 pm.

The CCBC very much appreciates the town's support in hosting this event and would like to continue the relationship. In 2013, CCBC donated 2 stand-up paddleboards and adjustable paddles to Wellfleet's recreation program which are used in the summer recreation program; the CCBC is expecting to make a similar donation this year to celebrate its 10th year.

Applicant is Responsible for Obtaining all Necessary Permits and Inspections (see page 2)

Action by Board of Selectmen:

_____ Approved as submitted:

_____ Approved with the following condition(s)

APPLICANT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSPECTION

Health/Cons. Agent Signature: <u>[Signature]</u>	Inspector of Buildings Signature: <u>[Signature]</u>
Comments/Conditions: _____	Comments/Conditions: <u>03-16-17</u>
PERMITS/INSPECTIONS NEEDED: <u>PRIVATE EVENT</u>	PERMITS/INSPECTIONS NEEDED: <u>[Signature]</u>

Police Dept. Signature: <u>[Signature]</u> 3/17/17	Fire Dept. Signature: <u>Richard J. Pawley, Jr. (Lt)</u> 3/14/17
Comments/Conditions: _____	Comments/Conditions: _____
PERMITS/INSPECTIONS NEEDED: <u>Detm 2 officer same as past years</u>	PERMITS/INSPECTIONS NEEDED: _____

DPW Signature: <u>Paul [Signature]</u>	DCS Beach Dept. Signature: <u>SB Thomas</u>
Comments/Conditions: <u>Trash removal responsibility of event staff. Clean up post event.</u>	Comments/Conditions: <u>OK -</u>
PERMITS/INSPECTIONS NEEDED: <u>3/16/17</u>	PERMITS/INSPECTIONS NEEDED: _____

Shellfish Constable Signature: <u>[Signature]</u>	Recreation Harbor Master Signature: <u>[Signature]</u>
Comments/Conditions: _____	Comments/Conditions: <u>OK</u>
PERMITS/INSPECTIONS NEEDED: _____	PERMITS/INSPECTIONS NEEDED: _____

Harbor Master OK

Michael [Signature] 3/20/17

CCBC Timeline for Use of Mayo Beach/Baker Field

Thursday, 8/10: afternoon set-up of snow fencing along split rail fences at Baker Field; no fencing limits access to parking, playground or tennis courts. A-frame signage displayed with CCBC event information and information that Baker Field is open to public.

Friday, 8/11, pm: set up of auxiliary tent by Bayside Tent; portable toilet drop-off; trash dumpster drop-off

Saturday, 8/12:

- a.m.: Wachusett beverage truck arrives
- 12 pm: begin to limit parking at Baker Field to CCBC event support and vendors
- early afternoon: CCBC/CH volunteers set up tables to display raffle items and tables and chairs for eating
- massage therapists set up 3-4 massage tables to provide massages to paddlers
- mid-afternoon (2 pm on): CCBC/CH volunteers close off perimeter of CCBC event area with snow fencing; registration table staffed to answer questions from public, register pre-paid attendees and do limited day-of ticket sales; catering company arrives and begins set-up
- 2 pm – 9 pm: Wellfleet PD detail
- 2:30 pm – close: Event security (in the past we've done split shifts with one person doing the early shift and one person doing a later shift with some overlap in the middle; depending on registration numbers, we will augment security personnel as necessary).
- 3 pm: paddlers arrive (Note: Paddler arrival time is approximate and will depend on weather conditions.)
- 4 pm – 9 pm: live music (likely 2 separate bands)

Sunday, 8/13

a.m.: Bayside tent removal; snow fence removal; any remaining vendor vehicles removed from area.

CCBC will assume staffing costs for:

- Wellfleet PD detail
- Security personnel
- Staffing of Baker Field recreation building after normal business hours (if necessary) to be able to return lights to shed and secure shed.



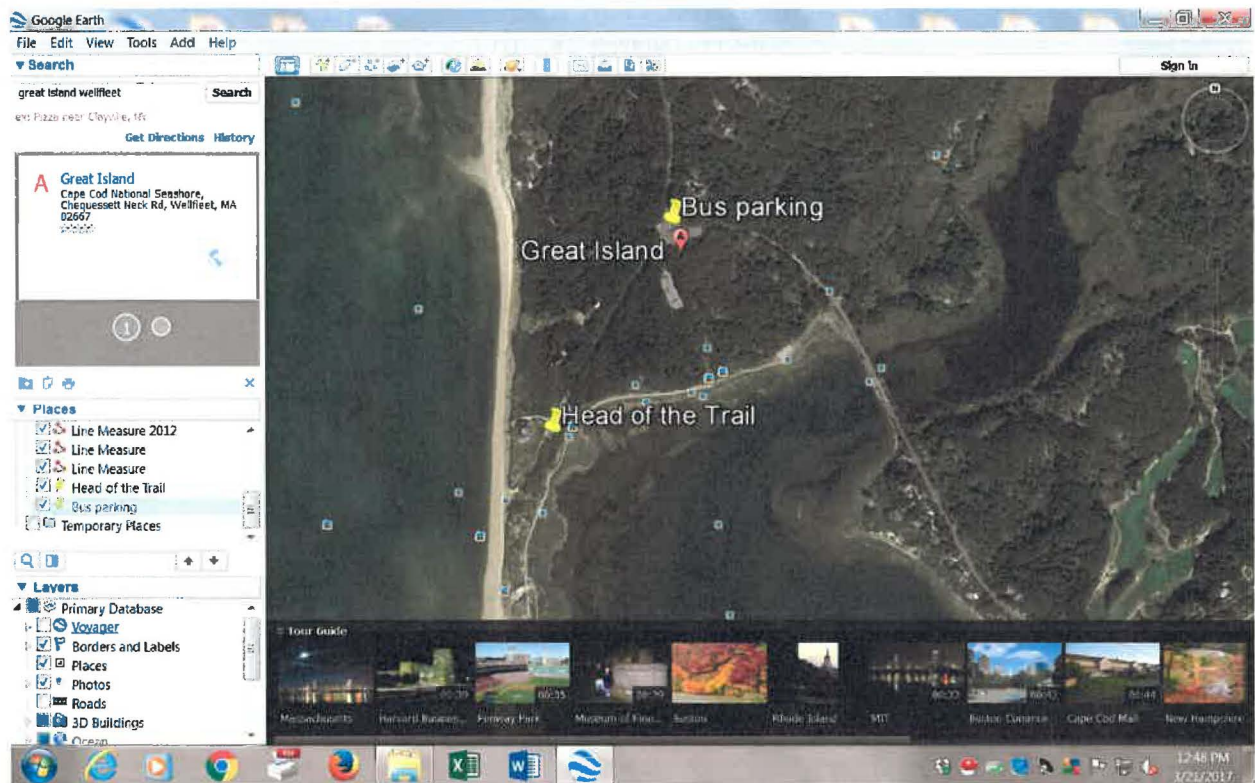
BOARD OF SELECTMEN

AGENDA ACTION REQUEST
Tuesday, March 28, 2017

V

USE OF TOWN PROPERTY - C

REQUESTED BY:	Lindsay Mahoney
DESIRED ACTION:	Approval of use Town Property
PROPOSED MOTION:	I move to vote to approve/not approve the request of Lindsay Mahoney to use Town Beach by the Gut on Great Island for wedding ceremony on July 8, 2017, 3 pm to 3:40 pm. with event fee of \$100 and conditions as listed on the use request form.
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s): _____
VOTED:	Yea _____ Nay _____ Abstain _____



Linzy,

Is this what you are envisioning? Bus parking at the triangle (Sunset Hill) and walking to the Head of the Trail for the Gut? A minivan could do a three point turn at the road by the Head of the Trail.

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

Applicant Lindsay Mahoney

Affiliation or Group _____

Telephone Number 508-280-6180

Mailing Address PO Box 242 West Barnstable, MA 02668

Email address linzymay@gmail.com

Town Property to be used (include specific area) The Town beach property by the Gut near Great Island

Date(s) and hours of use: 7/8/17 3:00pm-3:40pm

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.

We plan on shuttling our guests to the beach by bus (buses will depart after drop off, loop around the town, and pick us back up so as to not take up parking spaces for other beach guests). There will be no food or beverages, and we will depart immediately after the 30 minute ceremony. There will be around 130 guests, who will be guided into a tight formation so as to not take up too much room on the beach!

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

N/A

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

Action by the Board of Selectmen:

_____ Approved as submitted

_____ Approved with the following condition(s): _____

_____ Disapproved for following reason(s): _____

Date: _____

Processing Fee: \$50.00 *paid*

Fee: _____

(over)

APPLICANT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSPECTIONS

Health/Conservation Agent: NO - <i>Deery Casey</i> Comments/Conditions: Permits/Inspections needed:	Inspector of Buildings: Comments/Conditions: Permits/Inspections needed:
Police Department: <i>[Signature]</i> 3/17/17 Comments/Conditions: OK	Fire Department: <i>[Signature]</i> Comments/Conditions: 3/17/17 OK
DPW: <i>RL</i> Comments/Conditions: NO Not adequate room to turn a bus around. 3/20/17	Community Services Director: NO - <i>SB Thomas</i> 3/20/17 Comments/Conditions: See DPW comments and it is a pume plover nesting site.
Harbormaster: Comments/Conditions	Shellfish: Comments/Conditions
Recreation: Comments/Conditions	Town Administrator: <i>Brown for TH</i> Comments/Conditions OK



BOARD OF SELECTMEN

AGENDA ACTION REQUEST
Tuesday, March 28, 2017


V


USE OF TOWN PROPERTY - D


REQUESTED BY:	Amy Ryan
DESIRED ACTION:	Approval of use Town Property
PROPOSED MOTION:	I move to vote to approve/not approve the request of Amy Ryan to use Newcomb Hollow Beach on May 9, 2017, 7 am to 9 am for small temporary habitat for Ryan Environmental Group with event fee of \$100 and conditions as listed on the use request form.
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____

(over)

APPLICANT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSPECTIONS

Health/Cons. Agent Signature:  Comments/Conditions: OK Permits/Inspections needed:	Inspector of Buildings Signature: Comments/Conditions: Permits/Inspections needed:
--	---

Police Dept. Signature:  3/17/17 Comments/Conditions: OK	Fire Dept. Signature: Richard J. Pauley, Jr. (lt) 3/15/17 Comments/Conditions: OK
--	---

DPW Signature: Paul Binder 3/20/17 Comments/Conditions: OK	Beach Dept. Signature:  JCS NO - Can't spell Comments/Conditions: The location name 860 names
--	--

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	Town Administrator: Brian for FA OK Comments/Conditions:
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BOARD OF SELECTMEN

AGENDA ACTION REQUEST
Tuesday, March 28, 2017

V

USE OF TOWN PROPERTY - E

REQUESTED BY:	Lewis Andujar
DESIRED ACTION:	Approval of use Town Property
PROPOSED MOTION:	I move to vote to approve the request of the American Legion Post 287 to use the front of Town Hall lawn for Memorial Day Service on May 29, 2017, 8 am to 11 am with no event fee and conditions as listed on the use request form.
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____

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

Applicant Lewis Andujar Affiliation or Group American Legion Post 287
Telephone Number 508-240-3005 Mailing Address P.O. Box 950
Email address lounmogym@comcast.net wellfleet, MA 02667
Town Property to be used (include specific area) Front + side lawn of town Hall

Date(s) and hours of use: May 29, 2017 8 AM to 11:00 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.

Memorial Day service. * DPW please set up chairs + dies + sound
system for Band + speakers. Also a row of chairs on side for
Post Members.

No fees involved

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

* DPW (above)

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

Action by the Board of Selectmen:

_____ Approved as submitted

_____ Approved with the following condition(s): _____

_____ Disapproved for following reason(s): _____

Date: _____

Processing Fee: \$50.00 paid

Fee: _____

MAR - 6 2017

(over)

APPLICANT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSPECTIONS

Health/Conservation Agent:	Inspector of Buildings:
Comments/Conditions:	Comments/Conditions:
Permits/Inspections needed:	Permits/Inspections needed:

Police Department:	Fire Department:
Comments/Conditions:	Comments/Conditions:

DPW:	Community Services Director:
Comments/Conditions:	Comments/Conditions:

Harbormaster:	Shellfish:
Comments/Conditions:	Comments/Conditions:

Recreation:	Town Administrator:
Comments/Conditions:	Comments/Conditions:



BOARD OF SELECTMEN

AGENDA ACTION REQUEST
Tuesday, March 28, 2017

V

USE OF TOWN PROPERTY - F

REQUESTED BY:	Christine Ebert
DESIRED ACTION:	Approval of use Town Property
PROPOSED MOTION:	I move to vote to approve the request of Christine Ebert to use Whitecrest Beach parking lot on June 24 and July 15, 2017, 5 pm to 9 pm for memorial concert for Face Book Group Trey Helliwell Remembered with event fee of \$100 per day and conditions as listed on the use request form.
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s): _____
VOTED:	Yea _____ Nay _____ Abstain _____

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

Applicant Christine Ebert Affiliation or Group Wellfleet Gardeners

Telephone Number 508-237-7120 Mailing Address 85 Pole Dike Rd

Email address ebert6189@hotmail.com Wellfleet, MA 02667

Town Property to be used (include specific area) Driveway on the east side of Town hall,
between town hall and Abiyoyo

Date(s) and hours of use: Saturday May 27, 2017 6 AM to 1 PM

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

The Wellfleet Gardeners' ANNUAL PLANT SALE which involves
about 30 members. No special equipment or arrangements
are needed. We bring our own tables. Proceeds go to Garden Plant Programs
at Wellfleet Library. We maintain ^{3 traffic} islands along Rt 6.

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

None

NOTE TO APPLICANTS: All applications must be accompanied by a non refundable ⁵⁰⁻~~\$20.00~~ processing fee. Applications must be received at least 30 days prior to the first event date to insure that all reviews can be completed prior to the event. This application is only for permission to use Town property. Any additional licenses, such as food service permit, etc., may be required and it is the applicant's responsibility to secure the same.

Action by the Board of Selectmen:

_____ Approved as submitted

_____ Approved with the following condition(s): _____

_____ Disapproved for following reason(s): _____

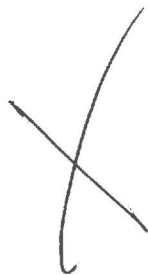
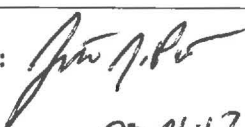

Date: 2/3/17



Processing Fee: 50.00 paid

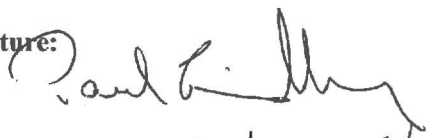
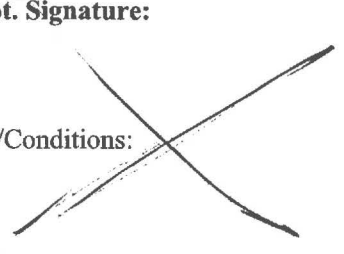
Fee: _____



(over)


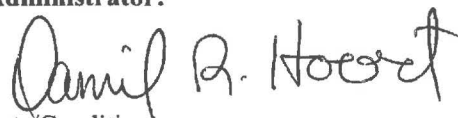
APPLICANT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSPECTIONS

Health/Cons. Agent Signature:  Comments/Conditions: Permits/Inspections needed:	Inspector of Buildings Signature:  Comments/Conditions:  02-01-17 Permits/Inspections needed: Tents > 700 sf Per Permit
--	---

Police Dept. Signature:  2/17/17 Comments/Conditions: OK	Fire Dept. Signature:  2/6/17 Comments/Conditions: OK
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DPW Signature:  Comments/Conditions: 2/14/17 OK	Beach Dept. Signature:  Comments/Conditions:
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Shellfish Constable Signature:  Comments/Conditions:	Harbormaster Signature:  Comments/Conditions:
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Recreation Dept. Signature:  Comments/Conditions:	Town Administrator:  Comments/Conditions:
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BOARD OF SELECTMEN

AGENDA ACTION REQUEST
Tuesday, March 28, 2017

V

USE OF TOWN PROPERTY - G

REQUESTED BY:	Henry Marcucella
DESIRED ACTION:	Approval of use Town Property
PROPOSED MOTION:	I move to vote to approve the request of Henry Marcucella and Wellfleet Gardeners to use the driveway on the East side of Town Hall use for annual plant sale on May 27, 2017, 6 am to 1 pm with no event fee and conditions as listed on the use request form.
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s): _____
VOTED:	Yea _____ Nay _____ Abstain _____

TOWN OF WELLFLEET

Affiliation or Group Facebook group:
Trey Helliwell Remembered

Mailing Address 266 Sidney Street

Cambridge Ma 02139

Town Property to be used (include specific area) Whitecrest Beach parking lot closest to the ocean near

Saturday June 24, 2017 5pm to 9pm with rain date Saturday July 8, 2017 5pm to 9pm

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.

Two memorial live music concerts in honor of slain Cape Cod music promoter Trey Helliwell. Thirty people involve

Equipment: Gas generator, small P.A. system, 3 guitar amplifiers, drum kit. No food or beverages will be served.

No fees will be charged. Events open to everyone. No stage or lighting. We will clean up all trash after events.

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

none

NOTE TO APPLICANTS: All applications must be accompanied by a non refundable \$20.00 processing fee. Applications must be received at least 30 days prior to the first event date to insure that all reviews can be completed prior to the event. This application is only for permission to use Town property. Any additional licenses, such as food service permit, etc., may be required and it is the applicant's responsibility to secure the same.

Action by the Board of Selectmen:

_____ Approved as submitted

Approved with the following condition(s): _____

Disapproved for following reason(s): _____

Date: 2/8/17

Processing Fee: 20 Paid

Fee: _____

(over)

APPLICANT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSPECTIONS

Health/Cons. Agent Signature:	Inspector of Buildings Signature: <i>[Signature]</i>
Comments/Conditions:	Comments/Conditions: 03-01-17
Permits/Inspections needed:	Permits/Inspections needed: Tents > 700 SF Req. Permit

Police Dept. Signature: <i>[Signature]</i>	Fire Dept. Signature: <i>[Signature]</i>
Comments/Conditions: OK 2/10/17	Comments/Conditions: OK 2/7/17

DPW Signature: <i>Paul R. [Signature]</i>	Director of Comm. Svcs Beach Dept. Signature:
2/14/17	<i>[Signature]</i>
Comments/Conditions: This event is large and requires porta-potties. PL	Comments/Conditions: OK - Please see DPW requirement.

Shellfish Constable Signature:	Harbormaster Signature:
Comments/Conditions:	Comments/Conditions:

Recreation Dept. Signature:	Town Administrator:
Comments/Conditions:	<i>Daniel R. Hoort</i>
	Comments/Conditions:



BOARD OF SELECTMEN

AGENDA ACTION REQUEST
Tuesday, March 28, 2017

VI

BUSINESS A.

REQUESTED BY:	Tim Callis and Trudy Vermehren on behalf of Wellfleet Arbor Committee (WAC)
DESIRED ACTION:	Approve proposed project
PROPOSED MOTION:	I move to vote to approve the proposal by Wellfleet Arbor Committee "The Wellfleet Town Hall Common" as presented.
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s): _____
VOTED:	Yea _____ Nay _____ Abstain _____

Wellfleet Arbor Committee (WAC) is a Non-Profit organization of concerned Wellfleet citizens committed to promoting the health and beauty of trees and greenspaces on Town land. We are invested in creating public spaces to enrich our community for today and for generations to come.

The Wellfleet Town Hall Common

Project Description

Our goal for the Town Hall Common is to create a welcoming and accessible area for our town's residents and visitors and to preserve a vital open space that enhances one of Wellfleet's most important buildings. The land has historically been used as a gathering place. However, over several decades, it has become dominated by two mature evergreens which obscure the Town Hall and take up over 1000 s.f. of otherwise usable space. By replacing the evergreens with shade trees and introducing several new features, we will expand seating, increase accessibility and safety for all.

As our town's population swells by tens of thousands during high season and the shoulder seasons, we feel there is a greater need for more communal space, and a focus on moving people safely around these spaces by adding accessible walkways, lighting, and protection from vehicular traffic. The Town Hall lawn has always been the heartbeat of Town center and deserves a solid plan to improve its use as a Common.

Wellfleet Arbor Committee (WAC) has talked with various members of our community, including conversations with the DPW, our previous and current Town Administrators, who have strongly supported the idea of making our Town Hall more visible and inviting. During Mr. Terkanian's tenure, a plan was drawn up but never implemented. We are picking up where that plan left off. We look to the overwhelming success of Preservation Hall as an indicator of the support this town can provide for beneficial community projects and revitalizing the Central District.

Moving forward on our proposal will depend on financial and community support. This project will be funded by a newly created Town gift fund and fundraising initiatives through our non-profit, Wellfleet Arbor Committee, Inc., a 501(3)(c). Our intended timeline is Fall of 2017.

The success of the Town Hall Common renovation will be measured by the increased use of the space for gatherings, events and celebrations. Lighting will encourage visitors to enjoy the space in the evenings, perhaps for readings, music, or other social inspiration. The safe movement of pedestrians from the parking lot to Main Street will be an important improvement. Adding more bike racks, and placing them by the new walkway near the Town Hall building will encourage people to use the designated path and avoid congestion in the parking lot.

We have identified several project components which may be undertaken by the Town under one of several budget categories, such as the DPW or Buildings Maintenance, and will seek their support in those instances.

Ongoing maintenance will be performed by the DPW with continuing assistance from Wellfleet Arbor Committee for seasonal annuals and bulbs, and certified arborist care for the trees.

We are enthusiastic that this project will highlight the Town Hall and its historical significance as a Public Common. In closing, we would like to note the significance of the Town

Hall Common project as it relates to the many public spaces located throughout the town which bring our citizens together, regardless of age, wealth, and mobility. This is truly what makes our town a special place.

Gleditsia triacanthos var. *inermis* 'Shademaster' : Thornless Honeylocust

Many horticulturists consider this to be one of the best cultivars of Honeylocust. Thornless Honeylocust is a deciduous native North American tree which grows 50 to 70 feet tall and almost as wide. It forms a graceful, vase-shape to oval outline almost like a smaller version of American Elm. Branches are upright with lower branches held horizontally on older specimens as the branch tips droop to the horizontal. The trunk is reported to be straight on 'Shademaster', but many specimens appear to have several ascending trunks (codominant branches or trunks) with no dominant leader, maintaining a vase shape. The pinnately compound leaflets are very light and airy, and provide soft, dappled shade below. Since Thornless Honeylocust is also one of the last trees to leaf out in springtime and one of the first to lose its leaves in fall, it is one of the few trees well-suited for growing a lawn beneath it. The tiny leaflets turn golden yellow in fall before dropping and are so small they easily vanish into the grass below, without any raking being necessary.

Description: An open rounded tree with slightly arching branches turning upward at the ends. Rich, green, fern-like foliage turns yellow in fall. Hardy to -40°F Maximum Elevation: 6,000 Feet

Deciduous Tree Type: Shade Tree

Tree Habit: Spreading

Mature Size: 30-50' Tall • Broad Canopy

Fall Color: Subtle

Features: Fragrant Flowers

Flowering Season: Spring

USDA Hardiness Zone: 3, 4, 5, 6

Water Needs: Moderate

Growth Rate: Fast

Light Needs: Partial Sun, Full Sun

Mature Height: 40-50 Feet

Mature Width: 30-40 Feet

Name: Shademaster® Honeylocust



Zelkova serrata, Japanese Zelkova

Zelkova serrata, commonly called Japanese zelkova, is a medium to large deciduous tree, typically growing to 50-80' tall with a spreading, generally upward-branching, vase-shaped crown. It is native to Japan, Taiwan and eastern China. It is noted for its graceful shape, clean foliage, attractive bark and resistance to Dutch elm disease. Zelkova has in fact been promoted in recent years as a substitute for American elm (*Ulmus americana*) because of its resistance to Dutch elm disease. Insignificant small green flowers appear in spring as the foliage emerges. Flowers give way to small, non-showy, ovate, wingless drupes that ripen in autumn. Oblong-elliptic medium green leaves (to 3" long) with coarse, ciliate marginal teeth and acuminate tips. Fall color is variable, ranging from undistinguished yellow to attractive shades of yellow-orange to red-brown. Smooth gray bark in youth exfoliates with age to reveal orange-brown inner bark.

Common Name:	Japanese zelkova
Family:	Ulmaceae
Native Range:	China, Japan, Korea, Russia, Taiwan
Zone:	5 to 8
Height:	50.00 to 80.00 feet
Spread:	50.00 to 80.00 feet
Bloom Time:	March to April
Bloom Description:	Green
Sun:	Full sun
Water:	Medium
Maintenance:	Low
Suggested Use:	Shade Tree, Street Tree
Flower:	Insignificant
Leaf:	Good Fall
Tolerate:	Air Pollution



Ilex glabra 'compacta'. Ink Berry

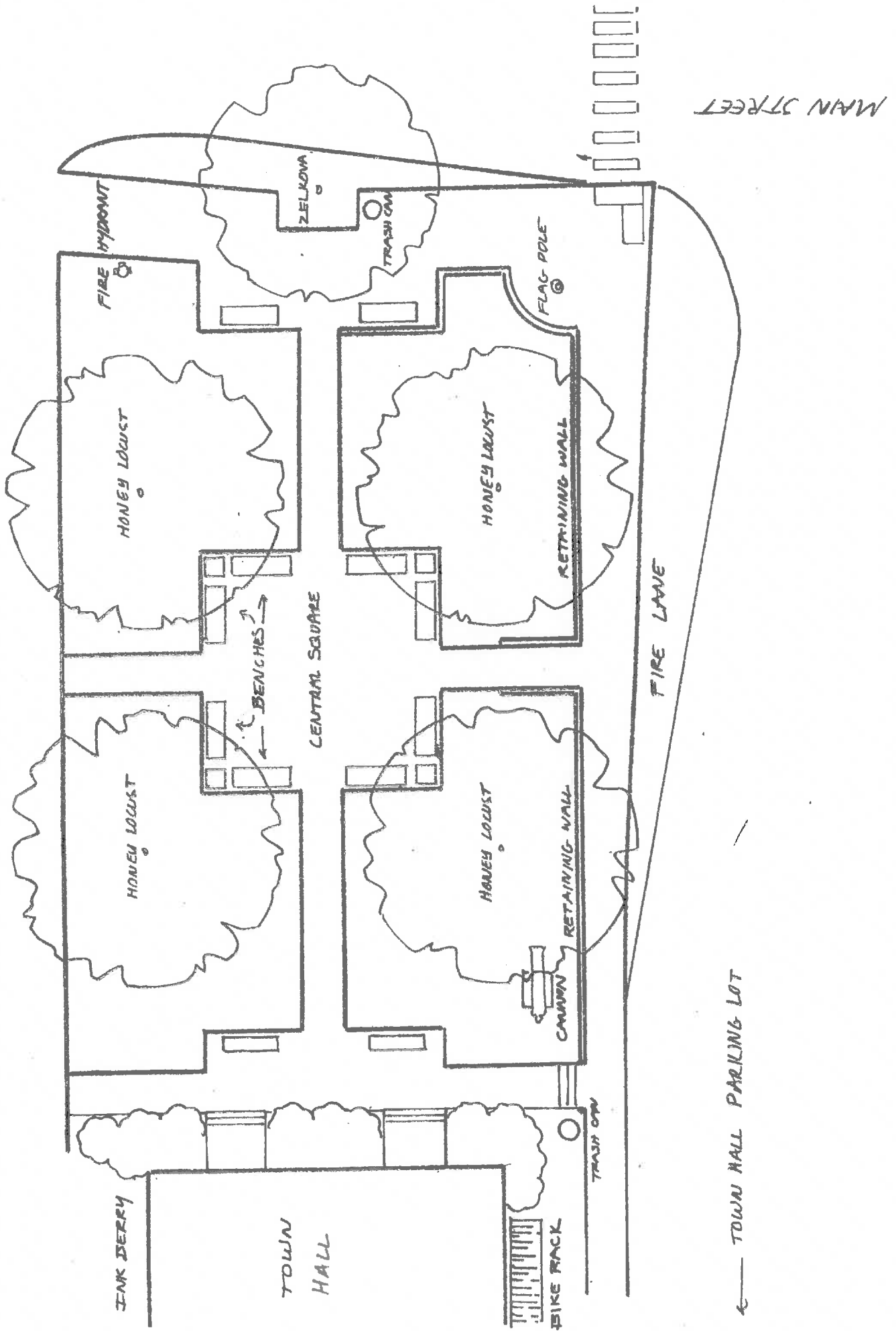
Common Name:	inkberry
Type:	Broadleaf evergreen
Zone:	4 to 9
Height:	3.00 to 4.00 feet
Spread:	4.00 to 6.00 feet
Bloom Time:	May to June
Bloom Description:	White
Sun:	Full sun to part shade
Water:	Medium to wet
Maintenance:	Low
Suggested Use:	Hedge, Rain Garden
Flower:	Insignificant
Leaf:	Evergreen
Attracts:	Birds
Fruit:	Showy
Other:	Winter Interest
Tolerate:	Rabbit, Deer, Erosion, Wet Soil, Air Pollution

Culture

Easily grown in average, medium to wet soils in full sun to part shade. Adaptable to both light and heavy soils. Tolerates wet soils. Prefers rich, consistently moist, acidic soils in full sun. Good shade tolerance, however. Avoid neutral to alkaline soils. Inkberries are dioecious (separate male and female plants). Female plants need a male pollinator in order to produce the berry-like drupes that are characteristic of the species and cultivars. Prune to shape in early spring just before new growth begins. Plants generally need minimal pruning unless used as a hedge (perhaps best grown as an informal hedge).

'Compacta' is a female cultivar and needs a male pollinator in order to produce the jet black berries.









BOARD OF SELECTMEN

AGENDA ACTION REQUEST
Tuesday, March 28, 2017

VI

BUSINESS B.

REQUESTED BY:	Police Chief
DESIRED ACTION:	Review the Animal Control Officer position
PROPOSED MOTION:	TBD
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____

Town of Wellfleet Police Department

February 22, 2017

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

Subject: Animal Control Officer

Our Animal Control Officer resigned at the end of last year. For the interim period of time, the Town Administrator and I have Special Police Officer Desmond Keogh doing the duties on a part time basis. I would like to talk with the Board of Selectmen to discuss this matter and get your direction on how we should proceed as a Town.

Animal Control Officer Position Background:

The Animal Control Officer position falls under the direction of the Town Administrator. During my tenure with the police department this was an on-call position to a part-time position to a shared position with Truro. During my tenure I have seen this person be supervised from the police to the health agent and in 2010 I was asked to take over the supervision of this employee.

The animal control position is currently a fully benefited position that is part of the WEA union. The person works a 40-hour week between the 2 towns with the majority of the hours dedicated and funded by Wellfleet. At this time the Town of Truro has expressed no interest in continuing with this arrangement with a new Animal Control Officer.

Animal Control Officer Position Proposal:

It has been my opinion that the Animal Control Officer should be completely under the control of the police department as a police officer who is assigned the task of animal control. This is currently being done successfully in Eastham and the Town of Truro is looking at this option themselves. This would provide a trained officer to handle the many issues involving animals from investigations, documentation, de-escalations and the many nuances that this position entails. While the officer isn't handling their animal related task they can be used to provide a patrol and the related functions assigned to a patrol officer. In the short time of us using Special Officer Keogh, he has provided assistance in accidents, mental health calls, booking prisoners and the other police calls.

The new design of the police station was designed to encompass this position as part of the department. I have been working with Town Administrator Terkanian (retired) during his tenure and Town Administrator Hoort on this idea. The animal control budget would cover the cost of reclassifying the animal control position to a police officer position.

Animal Control Officer Position Implementation:

I would like to proceed on this proposal by working with the Town Administrator in the following manner:

- Reclassify the Animal Control Officer as a Police Officer.
- Negotiate with the WEA and police unions for the change in representation and change in working conditions.
- Continue using Special Officer Desmond Keogh as the interim ACO till the position is filled.
- The position would be filled in the same manner we have handled hiring in the past, with the final selection coming before the BOS for their appointment. Special Officer Keogh may be interested in applying for the position.

As always, please feel free to contact me if you have any questions or comments.

Respectfully submitted for your information and consideration.



Ronald L. Fisette,
Police Chief

cc: Dan Hoort, Town Administrator



BOARD OF SELECTMEN

AGENDA ACTION REQUEST
Tuesday, March 28, 2017

VI

BUSINESS C.

REQUESTED BY:	Cape Light Compact (CLC)
DESIRED ACTION:	Provide an official Board of Selectmen position on CLC JPE
PROPOSED MOTION:	<p>I move that the Board of Selectmen vote, pursuant to General Laws chapter 40, section 4A ½, as follows:</p> <p>(1) to join the Cape Light Compact Joint Powers Entity (JPE);</p> <p>(2) to authorize the Board of Selectmen Chair Dennis Murphy to execute the Joint Powers Agreement of the Cape Light Compact JPE subject to final review by Town Counsel;</p> <p>(3) to [appoint [insert name] as the Town's Director and [insert name] as the Town's Alternate Director to the Cape Light Compact Joint Powers Entity] <i>or</i>¹ to [authorize [insert name of Town officer] to issue a written letter to the Cape Light Compact Joint Powers Entity appointing the Town's Director and Alternate Director]; and</p> <p>(4) to take any other action necessary or relative thereto.</p>
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s): _____
VOTED:	Yea _____ Nay _____ Abstain _____

¹ Exact form of vote to be determined based on the Town's internal appointment process. Please note that the Town may appoint its Cape Light Compact Director/Alternate to serve as the Town's Cape Light Compact JPE Director/Alternate.

Michaela Miteva

From: Dick Elkin <dickelkin@gmail.com>
Sent: Wednesday, March 1, 2017 11:58 AM
To: Dan Hoort; Michaela Miteva
Subject: Re: It is Official - Joint Powers Entity Formed

To the Wellfleet Board of Selectmen and the Town Administrator

It looks as if the Cape Light Compact is now in a position to create the Joint Powers Entity that will serve as an administrative agent until all the member towns can sign the new Joint Powers Agreement. The timetable for ratification has been moved up from Jan 31, 2018, to June 30, 2017, at the recommendation of the auditors to coincide with the new fiscal year.

As Dan and I discussed last week, the next BoS meeting might be a good time for the board to hear from the Town's attorney and to move forward with the new agreement. I will be available to answer questions if the board desires.

Under the new agreement, the town's involvement will remain the same as it is under the existing agreement. No additional effort by town employees will be required. When the Board enters into the new agreement, they will need to appoint a representative to that body. I respectfully request that I be appointed as the Wellfleet representative and that Christiane Mason be appointed as the alternate representative.

The new agreement does not change the purpose, mission or activities of the Cape Light Compact. It provides greater protection from liability for the Towns. It adds additional reporting and oversight of the Compact's finances by the Department of Revenue, although the information that will be reported is essentially available today on the Compact's website.

During the transition period, from now until June 30, 2017, all policy decisions will continue to reside with the Compact Board appointed under the Intergovernmental Agreement and the Board of the Joint Powers Entity will be empowered mostly to adopt those policies and procedures needed to create the entity, and administer the activities assigned by the existing entity. This involves authorizing staff to sign contracts, engaging an auditor and business agent, transferring the employees from the county to the JPE, setting up benefits and insurance, and engaging a fiscal agent to manage the funds and pay the bills. After June 30, 2017, the JPE will be the entity to administer the Energy Efficiency program and the Energy Aggregation program. We assume that all the towns that are currently members will enter into the new agreement, continue to benefit from energy efficiency programs and be eligible to participate in the Energy Aggregation offering.

As I indicated to Dan earlier, the cost to the town of having counsel appear before the board on this matter will be reimbursed by the Cape Light Compact.

Regards,

Dick Elkin

100 Catboat Road

PO Box 225

S Wellfleet, MA 02663

[\(508\) 349 2853](tel:(508)3492853)

[\(508\) 358 2461](tel:(508)3582461) (cell)

On Tue, Feb 28, 2017 at 9:37 AM, Maggie Downey <mdowney@capelightcompact.org> wrote:

CLC Board

Last night the Brewster BOS became the second town to execute the Joint Powers Agreement (JPA). Now that 2 towns have executed the JPA, the Cape Light Compact, JPE is established!

David Anthony and I met with the Compact's auditor last week and we are working on a task list for the Joint Powers Entity. One major issue that emerged from the meeting is to have all 21 towns execute the JPA by June 30, 2017. (I will be discussing this and other issues at Friday's Board meeting). I will be reaching out to each of your Town Managers to confirm whether this can be accomplished with your Town.

Maggie

Margaret T. Downey, Administrator

Cape Light Compact

3195 Main Street

P. O. Box 427

Barnstable MA 02630

[\(508\) 375-6636](tel:(508)375-6636)

mdowney@capelightcompact.org

www.capelightcompact.org

JOINT POWERS AGREEMENT OF THE CAPE LIGHT COMPACT JPE

This Joint Powers Agreement (“Agreement”) is effective as of the date set forth in Article I(A) (Effective Date; Formation) below, and is entered into by and among the municipalities and counties listed on Exhibit A hereto (the “Members”), pursuant to the authority of Massachusetts General Laws Chapter 40, §4A ½ and G.L. c. 164, §134.

WHEREAS, the Massachusetts Restructuring Act of 1997 (the “Act”) was enacted during a period where Federal Law allowed for the restructuring of existing electric utilities into separate generation, transmission and distribution companies and, accordingly, the Act set forth a framework for the competitive supply of electric generation service to Massachusetts electric customers and allowed electric customers to choose their electric power supplier; and

WHEREAS, the Cape Light Compact (“Compact”) was entered into with the County of Barnstable, County of Dukes County and the municipalities legally joining therein, pursuant to the authority of Massachusetts General Laws Chapter 40, §4A, through an original Inter-Governmental Agreement effective as of October, 1997 which has been amended from time to time (most recently in November of 2015) and is due to expire in October of 2022 (the “IGA”); and

WHEREAS, under the authority of G.L. c. 164, §134, G.L. c. 25A, §6 and pursuant to the original Inter-Governmental Agreement, adopted October, 1997, as amended, the Compact developed a municipal aggregation plan, setting forth the structure, operations, services, funding and policies of the Compact, approved in D.T.E. 00-47 (August 10, 2000) and approved as updated in D.P.U. 14-69 (May 1, 2015; May 18, 2015); and

WHEREAS, the Compact currently operates a municipal aggregation competitive supply program pursuant to a municipal aggregation plan, setting forth the structure, operations, services, funding and policies of the Compact as most recently approved and updated in D.P.U. 14-69 (May 1, 2015; May 18, 2015) which provides electric power supply on an opt-out basis to customers across all customer classes located on Cape Cod and Martha’s Vineyard and the Compact also provides comprehensive energy efficiency services to Cape Cod and Martha’s Vineyard through the Cape Light Compact Energy Efficiency Plan; and

WHEREAS, it is in the best interests of the Compact’s members to transfer its administrative, fiscal and operational functions to a new independent legal entity, a joint powers entity, prior to expiration of the IGA; and

WHEREAS, members of joint powers entities are afforded express liability protection

from the acts and omissions of the entity and the other participating members; and

WHEREAS, joint powers entities are conferred many express powers by law that are not available to the Compact, including the ability to employ staff; and

NOW THEREFORE, the Members hereby enter into this Agreement and, pursuant to G.L. c. 40, § 4A½, hereby form a body politic and corporate.

ARTICLE I: EFFECTIVE DATE; FORMATION; MEMBERSHIP; LIABILITY OF MEMBERS

A. Effective Date; Formation.

This Agreement shall become effective and the joint powers entity shall exist as a separate public entity on such date as this Agreement is executed by at least two (2) municipal members of the Compact after authorization by each municipal member's Board of Selectmen or other governing body as set forth in G.L. c. 40, §4A½ (as may be amended from time to time, the "Joint Powers Statute"). Such date shall be referred to herein as the "Effective Date." There is formed as of the Effective Date a separate public entity named the Cape Light Compact JPE. The Cape Light Compact JPE shall provide notice to the Members of the Effective Date. The Cape Light Compact JPE shall continue to exist, and this Agreement shall be effective, until this Agreement is terminated or expires in accordance with Article XVI (Term; Termination; Withdrawal) , subject to the rights of the Members to withdraw from the Cape Light Compact JPE.

B. Eligibility for Membership; Addition of Members.

Municipal members of the Compact are eligible for full membership in the Cape Light Compact JPE. Municipal members of the Compact who become members of the Cape Light Compact JPE shall be referred to as "Municipal Members." Barnstable County and Dukes County may participate as limited members as set forth in Article I(E) (County Members) below. This subsection may not be amended unless such amendment obtains the affirmative approval of the Municipal Members whose population is at least equal to 50% of the combined population of all of the Municipal Members of the Cape Light Compact JPE. Subject to the deadlines set forth in Article XVIII(C) (Transfer of Operations), a municipal member of the Compact may become a member of the Cape Light Compact JPE by duly executing this Agreement in accordance with the Joint Powers Statute and delivering an executed copy of this Agreement and a copy of the authorization, vote or resolution as required by the Joint Powers Statute to the Cape Light Compact JPE. The Members acknowledge that membership in the Cape Light Compact JPE may change by the addition and/or withdrawal of Members. The Members agree to participate with such other Members as may later be added. The Members also agree that the withdrawal by a Member shall not affect this Agreement or the remaining Members' continuing obligations under this Agreement.

C. Region.

The region within which the powers and duties provided in this Agreement shall be exercised is Barnstable County and Dukes County. The foregoing sentence shall not be construed as a limitation on the Cape Light Compact JPE's powers in any way, including, but not limited to, its power to offer statewide programs or participate in statewide proceedings (as such programs or proceedings may affect the region), or its power to contract with persons or entities outside the Commonwealth of Massachusetts.

D. Liability of Members.

Members shall not be liable for the acts or omissions of other Members or the region or the Cape Light Compact JPE created by this Agreement, unless the Member has agreed otherwise in this Agreement, or as may be provided for in a separate contract between the Member and the Cape Light Compact JPE. This subsection may not be amended unless such amendment obtains the affirmative approval of the Municipal Members whose population is at least equal to fifty percent (50%) of the combined population of all of the Municipal Members of the Cape Light Compact JPE.

This Agreement is not intended to impose any independent financial liabilities on the Members. Each Member shall remain responsible for its own debts and other financial liabilities, except as specifically provided herein, or as may be provided for in a separate contract between a Member and the Cape Light Compact JPE.

E. County Members.

Barnstable County and Dukes County may participate as limited members of the Cape Light Compact JPE and shall be referred to herein as the "County Members," or collectively with the Municipal Members as the "Members." The County Members shall not be permitted to vote on matters concerning aggregated power supply, energy efficiency plans and programs or other such matters committed to municipal aggregators pursuant to any provision of the Massachusetts General Laws. Other limitations on the participation rights of County Members are set forth elsewhere in this Agreement.

A county member of the Compact may become a Member of the Cape Light Compact JPE by duly executing this Agreement in accordance with the Joint Powers Statute. Each County Member shall provide a duly authorized signature page for attachment hereto.

ARTICLE II: GOALS; POLICIES; PURPOSES

The Cape Light Compact JPE's goals, policies and purposes include, without limitation, the following:

- a) providing the basis for aggregation of all consumers on a non-discriminatory basis;

- b) negotiating the best terms and conditions for electricity supply and transparent pricing;
- c) exploring all available options for negotiating the best terms and conditions for electricity supply and the development of renewable energy resources, including, without limitation, the formation of and/or membership in a co-operative organization to purchase or produce energy or renewable energy certificates (“RECs”) or both on a long-term, basis;
- d) providing equal sharing of economic savings based on current electric rates and/or cost-of-service ratemaking approved by the Department of Public Utilities or its successor (“DPU”);
- e) providing and enhancing consumer protection and options for service under contract provisions and to allow those consumers who choose not to participate to opt-out;
- f) improving quality of service and reliability;
- g) encouraging environmental protection through contract provisions;
- h) utilizing and encouraging renewable energy development to the extent practicable through contract provisions, demonstration projects and state mandated system benefit charges for renewable energy;
- i) administering an energy efficiency plan that advances consumer awareness and the adoption of a wide variety of energy efficiency measures and that also utilizes and encourages demand side management, all through contract provisions, demonstration projects and the use of state mandated system benefit charges for energy efficiency and other related charges and funds;
- j) advancing specific community goals that may be selected from time to time, such as placing utility wires underground;
- k) providing full public accountability to consumers; and
- l) utilizing municipal and other powers and authorities that constitute basic consumer protection to achieve these goals.

The Cape Light Compact JPE shall accomplish the foregoing purposes through the following: (i) operation of energy efficiency programs; (ii) developing or promoting the development of renewable energy resources and projects; (iii) procuring competitive electric supply for its customers; (iv) procuring RECs; (v) participating in regulatory and legislative proceedings; and (vi) consumer advocacy.

ARTICLE III: POWERS OF THE CAPE LIGHT COMPACT JPE

The Cape Light Compact JPE is a body politic and corporate with power to:

- a) sue and be sued;
- b) make, negotiate and execute contracts and other instruments necessary for the exercise of the powers of the region, provided, however, that any contract for the purchase of electric power supplies, distribution, transmission or metering, billing and information services or related to any of the foregoing, shall not impose direct or individual financial obligations on any Member until approved by such individual Member, as the case may be;
- c) make, amend and repeal policies and procedures relative to the operation of the region in accordance with the Joint Powers Statute and other limitations as may be applicable under state law;
- d) receive and expend funds, including funds derived from the state mandated system benefit charges and to use such funds in accordance with state law;
- e) apply for and receive grants from the commonwealth, the federal government and other public and private grantors;
- f) submit an annual report to each Member, which shall contain a detailed audited financial statement and a statement showing the method by which the annual charges assessed against each governmental unit (if any) were computed;
- g) borrow money, enter into long or short-term loan agreements or mortgages and apply for state, federal or corporate grants or contracts to obtain funds necessary to carry out the purposes of the Cape Light Compact JPE, provided, however, that such borrowing, loans or mortgages shall be consistent with this Agreement, standard lending practices and G.L. c. 44, §§16-28;
- h) subject to G.L. c. 30B (or other applicable procurement laws), enter into contracts for the purchase of supplies, materials and services and for the purchase or lease of land, buildings and equipment, as considered necessary by the Governing Board;
- i) as a public employer, to hire staff;
- j) to plan projects;
- k) to implement projects and/or conduct research;
- l) adopt an annual budget and to direct the expenditure of funds made available to the Cape Light Compact JPE by grant or contribution from public and private sector entities, or on account of any contract negotiated or administered by the Cape Light Compact JPE;

- m) to acquire property by gift, purchase or lease;
- n) to construct equipment and facilities;
- o) to apply for and receive contributions and other such financial assistance from public and private sector entities or to receive amounts derived as a portion of the savings on, or as a surcharge, dedicated mills/kilowatt hour fee or other such charge as part of any electric energy purchase or similar contract negotiated and/or administered by the Cape Light Compact JPE and, to the extent required herein, agreed to by each Member to be financially bound thereby;
- p) to engage consultants, attorneys, technical advisors and independent contractors;
- q) to adopt bylaws to govern its internal affairs;
- r) to reimburse persons who have advanced funds;
- s) to enforce agreements or otherwise prosecute claims on behalf of Members and coordinate their defense in any claim made against them relating to any agreement or other matter related to the Cape Light Compact JPE;
- t) to invest funds;
- u) to procure insurance;
- v) to obtain project-related financing through any mechanism such as the federal Clean Renewable Energy Bond program or similar or successor programs, and other financing options;
- w) to contract with an agent, including, without limitation, a regional government or a Member, to manage or accomplish any of its functions or objectives;
- x) to enter into agreements with state, quasi-state, county and municipal agencies, cooperatives, investor-owned utilities and other private entities, all as is convenient or necessary to manage or accomplish any of the Cape Light Compact JPE's functions or objectives; and
- y) any such other powers as are necessary to properly carry out its powers as a body politic and corporate.

ARTICLE IV: SERVICES; ACTIVITIES; UNDERTAKINGS

The services, activities or undertakings to be jointly performed within the region are as follows: (i) power supply procurement; (ii) offering of energy efficiency programs; (iii) participation in regulatory and legislative proceedings; (iv) education of the public and government regarding energy issues; and (v) such other services, activities, and undertakings as set forth in Article II (Goals, Policies; Purposes).

ARTICLE V: GOVERNING BOARD

A. Powers of the Governing Board.

In accordance with the Joint Powers Statute, the Cape Light Compact JPE shall be governed by a board of directors consisting of the Directors from the Municipal Members (the "Governing Board"). The Governing Board shall be responsible for the general management and supervision of the business and affairs of the Cape Light Compact JPE, except with respect to those powers reserved to the Members by law or this Agreement. The Governing Board shall coordinate the activities of the Cape Light Compact JPE and may establish any policies and procedures necessary to do so. The Governing Board may from time to time, to the extent permitted by law, delegate any of its powers to committees, subject to such limitations as the Governing Board may impose. The Governing Board may delegate to the Executive Committee (as set forth below in Article V(C) (Executive Committee)) the powers to act for the Governing Board between regular or special meetings of the Governing Board. The Governing Board may designate persons or groups of persons as sponsors, benefactors, contributors, advisors or friends of the Cape Light Compact JPE or such other title as they may deem appropriate and as is consistent with applicable law.

The Governing Board shall establish and manage a fund or funds to which all monies contributed by the Members, and all grants and gifts from the federal or state government or any other source shall be deposited.

The Governing Board may borrow money, enter into long or short-term loan agreements or mortgages and apply for state, federal or corporate grants or contracts to obtain funds necessary to carry out the purposes of the Cape Light Compact JPE. The borrowing, loans or mortgages shall be consistent with this Agreement, standard lending practices and G.L. c. 44, §§ 16-28. The Governing Board may, subject to G.L. c. 30B (or other applicable procurement laws), enter into contracts for the purchase of supplies, materials and services and for the purchase or lease of land, buildings and equipment, as considered necessary by the Governing Board.

B. Number, Qualifications and Term of Office.

The Governing Board shall consist of one Director for each Municipal Member. In the absence of a Director, his or her alternate shall be entitled to vote and otherwise exercise all of the powers of such Director. The Directors, and alternate directors, shall be selected by each Municipal Member in accordance with its municipal appointment rules and procedures and for such term as may be established by their respective appointing authorities. Except as hereinafter provided, the Directors (and alternates) shall hold office until the next selection of Directors (and alternates) by each such Member and until his or her successor is selected. Directors shall be subject to any limitations or direction established by their appointing authorities. The Cape Light Compact JPE shall not be responsible for interpreting or enforcing any such limitations that may be established by the appointing authorities. Further, any action on the part of the Cape Light Compact JPE shall not be rendered void or invalid as a result of a Director's failure to abide by any such limitations. The sole remedy of an appointing authority in such instance is to remove

and replace such Director.

Each County Member may appoint a representative to attend Governing Board meetings (the "County Representative"). County Representatives may participate in Governing Board discussions and nonbinding Governing Board votes.

C. Executive Committee.

At such time as there are more than five (5) Municipal Members, there shall be an Executive Committee composed of no less than five (5) Directors elected by the Governing Board from among the Directors appointed by the Municipal Members. The Executive Committee shall be selected by majority vote of all of the Directors of the Municipal Members. In addition to the delegation of powers set forth in Article V(A) (Powers of Governing Board), the powers of the Board of Directors shall be delegated to the Executive Committee in the following circumstances: (i) when a quorum of the full Governing Board is not present for a regularly scheduled meeting; and (ii) exigent circumstances require Governing Board action, and there is insufficient time to convene a regular meeting of the Governing Board.

The Executive Committee shall conduct its business so far as possible in the same manner as is provided by this Agreement by the Governing Board. A majority of the Executive Committee shall constitute a quorum. The Executive Committee shall keep records of its meetings in form and substance as may be directed by the Governing Board and in accordance with the Open Meeting Law, G.L. c. 30A, §§18-25, and other applicable law.

Any Director who is not a member of the Executive Committee may attend and participate in Executive Committee meetings, but may not vote. Attendance may be in-person or by telephone.

From time to time upon request and at each meeting of the Board of Directors, the Executive Committee shall make a full report of its actions and activities since the last meeting of the Governing Board.

If two (2) members of the Executive Committee object to the affirmative action taken by the Executive Committee, they may appeal such decision within forty-eight (48) hours of such action or vote by requesting a special meeting of the Governing Board in accordance with Article VI(C) (Special Meetings) which must occur as soon as possible but no later fourteen (14) days after the Executive Committee action if the original Executive Committee action was necessitated by exigent circumstances. At such special meeting, the Governing Board may overturn the action or vote of the Executive Committee by a two-thirds vote of the Directors. A vote by the Executive Committee to take no action cannot be appealed.

D. Manner of Acting and Quorum.

The Governing Board shall act by vote of a majority of the Directors of the Municipal Members present and voting at the time of the vote. Unless altered by the Governing Board in

accordance with this Agreement, each Municipal Member shall be entitled to select one (1) Director whose vote shall be equal in weight to the Director of any other Municipal Member, except as expressly set forth in the succeeding paragraphs. Directors may participate in meetings remotely in accordance with the regulations of the Office of the Attorney General governing remote participation, 940 C.M.R. 29.10. In accordance with 940 C.M.R. 29.10 and the Open Meeting Law, G.L. c. 30A, §§ 18-25, a simple majority of the Directors of the Municipal Members must be physically present to attain a quorum. County Representatives shall not count towards a quorum as they have limited participation rights. Directors abstaining from voting shall be counted for meeting quorum purposes, but their votes shall not count with respect to the matters they abstain from voting on. By way of example, if ten (10) Directors from the Municipal Members are present and four (4) abstain from voting, and the remaining Directors split their votes four (4) in favor, two (2) against, the motion would pass.

While a quorum is present, unless another provision is made by law, this Agreement or by the Cape Light Compact JPE's own rules, all business shall be determined by a majority vote of the Directors of the Municipal Members then present and voting. Notwithstanding the foregoing, any vote involving a matter concerning issues which would or could bear in a direct and material fashion on the financial interests of the Municipal Members shall be taken by a weighted vote in which the vote of each Director shall be weighted in the same proportion as the population of the Municipal Member such Director represents bears to the whole population of the Municipal Members of the Cape Light Compact JPE, such population as determined, in the case of Barnstable County, by the most recent federal census, or decennial census, and, in the case of Dukes County, by the most recent data available from the Martha's Vineyard Commission. In case of a dispute as to whether a vote shall be taken on a weighted basis as set forth in this paragraph or on a one (1) town, one (1) vote basis as set forth in the preceding paragraph of this subsection, the determination shall be made by weighted vote as set forth herein. Exhibit B sets forth the population for each Municipal Member, and provides an example of a vote taken in accordance with weighted voting procedures.

E. Rules and Minutes; Meeting Announcements.

The Governing Board shall determine its own rules and order of business, unless otherwise provided by law or this Agreement. The Governing Board shall also provide for the keeping of minutes of its proceedings in accordance with the Open Meeting Law. All regular and Executive Committee meeting announcements shall be sent to all Directors and County Representatives.

F. Voting.

If requested by any Director and as may be required by law, a vote of the body shall be taken by a roll call and the vote of each Director shall be recorded in the minutes, provided, however, if any vote is unanimous only that fact need be recorded. Pursuant to the Open Meeting Law, roll call votes are required for the following: (i) a vote to go into executive session; (ii) votes taken in executive session; and (iii) votes taken in open session when one or more Directors is participating remotely.

G. Resignation and Removal.

1. Resignation.

Any Director or County Representatives (or their alternates) may resign at any time upon written notice to the remaining Governing Board. A Director may resign from the Executive Committee and still keep his or her position as a Director. The resignation of any Director (or alternate) or resignation from the Executive Committee shall take effect upon receipt of notice thereof or at such later time as shall be specified in such notice, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

2. Removal.

Any Director (or alternate) may be removed at any time with or without cause by his or her appointing authority. The Governing Board may send a notice to an appointing authority requesting removal of a Director for cause as specified in such notice. For cause removal shall include, but not be limited to, disclosure of documents exempt from disclosure under the Massachusetts Public Records Law in violation of G.L. c. 268A, §23(c)(2), or disclosure of matters discussed during executive session prior to release of executive session minutes.

A Director from a Municipal Member who fails to attend at least half of the Directors' meetings annually shall be automatically removed, unless such Director has requested an exemption from this requirement due to special circumstances (i.e., prolonged illness, conflicting work/personal commitments). Annual attendance shall be calculated on a calendar year basis. The secretary (or other officer of as may be designated by the Governing) shall report on the annual attendance of Directors as requested by the Governing Board. In each vote implementing the removal of a Director, the Governing Board shall state an official removal date, which shall generally take place within ninety (90) to one hundred and eighty days (180) in order to give the Municipal Member who appointed such Director an opportunity to replace such Director. A Municipal Member whose Director is removed shall be given immediate notice of such removal. A Director who has been removed or a Municipal Member whose Director has been removed may petition the Governing Board for reinstatement and he or she shall be given notice and an opportunity to be heard before the Governing Board on such matter within ninety (90) days of such request.

H. Vacancies.

1. Vacancies on the Governing Board.

The remaining Directors may act despite a vacancy in the Governing Board. A vacancy in the Governing Board of a Director from a Municipal Member shall be promptly filled, but in no case more than sixty (60) days thereafter, by the appointing authority of the Municipal Member which originally selected such Director. Each Director chosen to fill a vacancy on the Governing Board shall hold office until his or her successor shall be appointed and qualified by his or her appointing authority. Insofar as there is no Director then in office representing a

Municipal Member, the alternate shall act in his or her stead. If a Municipal Member has not appointed an alternate, the Director position shall be considered vacant for that particular Municipal Member and it shall not be counted for quorum purposes under Article V(D) (Manner of Acting and Quorum) or for the purposes of the Open Meeting Law until the Municipal Member fills the vacancy and/or appoints an alternate.

2. Vacancies on the Executive Committee.

Vacancies on the Executive Committee shall be filled in the same manner as the position was originally filled.

3. No Right to Compensation.

No Director shall receive an additional salary or stipend for his or her service as a Governing Board member. Directors are not eligible for health insurance or other benefits provided to employees of the Cape Light Compact JPE.

ARTICLE VI: MEETINGS OF THE GOVERNING BOARD

A. Place.

Meetings of the Governing Board, including meetings of the Executive Committee, shall be held at such place within Barnstable County or Dukes County, or at such other place as may be named in the notice of such meeting.

B. Regular Meetings.

Regular meetings may be held at such times as the Governing Board may fix but no less frequently than quarterly.

C. Special Meetings.

Special meetings of the Governing Board may be called by the chairman or any other officer or Director at other times throughout the year.

D. Notice.

In addition to the personal notice to Directors and County Representatives set forth in Article V(E) (Rules and Minutes; Meeting Announcements), public notice of any regular meeting shall be made in compliance with the Open Meeting Law and other applicable law. Forty-eight (48) hours' notice to Directors and County Representatives by mail, electronic mail, telegraph, telephone or word of mouth shall be given for a special meeting unless shorter notice is adequate under the circumstances, provided, however, that public notice of such special meeting has been made in compliance with applicable law. A notice or waiver of notice need not specify the purpose of any special meeting. Personal notice of a meeting need not be given to any Director

or County Representative if a written waiver of notice, executed by him or her before or after the meeting, is filed with the records of the meeting, or to any Director who attends the meeting without protesting prior thereto or at its commencement the lack of notice to him or her.

E. Vote of Interested Directors.

A Director or County Representative who is a member, stockholder, trustee, director, officer or employee of any firm, corporation or association with which the Cape Light Compact JPE contemplates contracting or transacting business shall disclose his or her relationship or interest to Governing Board. No Director or County Representative so interested shall deliberate or vote on such contract or transaction. The affirmative vote of a majority of the disinterested Directors present and voting hereof shall be required before the Cape Light Compact JPE may enter into such contract or transaction.

In case the Cape Light Compact JPE enters into a contract or transacts business with any firm, corporation or association of which one or more of its Directors is a member, stockholder, trustee, director, officer, or employee, such contract or transaction shall not be invalidated or in any way affected by the fact that such Director or County Representative have or may have interests therein which are or might be adverse to the interests of the Cape Light Compact JPE. No Director or County Representative having disclosed such adverse interest shall be liable to the Cape Light Compact JPE or to any creditor of the Cape Light Compact JPE or to any other person for any loss incurred by it under or by reason of any such contract or transaction, nor shall any such Director or County Representative be accountable for any gains or profits to be realized thereon.

Nothing contained herein shall affect the compliance of any Director or County Representative or the Governing Board or the Cape Light Compact JPE with G.L. c. 268A, as set forth in Article VIII (G.L. c. 268A), below.

ARTICLE VII: OPEN MEETING LAW; EXECUTIVE SESSIONS

The meetings of the Governing Board are subject to the Massachusetts law governing open meetings of governmental bodies and governmental boards and commissions, including the Open Meeting Law. The Governing Board is therefore required to maintain accurate records of its meetings, setting forth the date, time, place, Directors present or absent and action taken at each meeting, including executive sessions.

In accordance with the Open Meeting Law, the Governing Board may hold an executive session after an open meeting has been convened and a recorded roll call vote has been taken to hold an executive session. Executive sessions may be held only for the purposes specifically enumerated in the Open Meeting Law, including, but not limited to, to discuss energy-related trade secrets or confidential information, or litigation strategy.

Matters discussed in executive sessions of the Governing Board must be treated as confidential, and disclosure of such matters is a violation of G.L. c. 268A, §23(c)(2). A violation

of confidentiality may lead to disciplinary action as established by the Governing Board, including a request for removal of a Director in accordance with Article V(G)(2) (Removal).

ARTICLE VIII: G.L. c. 268A

Directors, County Representatives, officers and employees of the Cape Light Compact JPE are subject to the provisions of the Massachusetts Conflict of Interest Law, G.L. c. 268A, and shall act at all times in conformity therewith. Public employees who work for two (2) or more public entities may find that each agency has an interest in a particular matter. Any employee, officer, County Representative or Director may request free legal advice from the State Ethics Commission about how the Conflict of Interest Law applies to them in a particular situation. This process is explained at <http://www.mass.gov/ethics/commission-services/request-advice.html>. Directors may also request a formal conflict of interest opinion from town counsel pursuant to G.L. c. 268A, §22.

In accordance with G.L. c. 268A, §23(c)(2), Directors, County Representatives, officers and employees of the JPE are prohibited from improperly disclosing materials or data that are exempt from disclosure under the Public Records Law, and were acquired by him or her in the course of his or her official duties, and may not use such information to further his or her personal interest.

ARTICLE IX: OFFICERS; STAFF; SERVICE PROVIDERS

A. Election.

At its first meeting of the calendar year, the Governing Board shall elect a chairman, vice chairman, treasurer, secretary and business officer and such other officers as the Governing Board shall determine. The term of office for those so elected shall be one (1) year and until their respective successors are elected and qualified. Other than the treasurer and business officer, all officers must be a Director and, upon selection of a successor Director by such officer's appointing Member, such officer shall immediately tender notice thereof to the Cape Light Compact JPE and the Governing Board shall select a replacement among the various Directors from the Municipal Members for the remaining term of such officer.

B. Qualifications.

Two (2) or more offices may be held by the same person, except the offices of chairman, secretary or treasurer.

C. Vacancies.

Any vacancy occurring among the officers, however caused, may be filled by the Directors from the Municipal Members for the unexpired portion of the term.

D. Removal and Resignation of Officers.

1. Removal.

Any officer of the Cape Light Compact JPE may be removed from his or her respective offices with or without cause by resolution adopted by a majority of the Directors present and voting at any regular or special meeting of the Governing Board.

2. Resignation.

Any officer may resign at any time by giving his or her resignation in writing to the chairman, treasurer, secretary, the Cape Light Compact JPE Administrator, or Director of the Cape Light Compact JPE. An officer may resign as officer without resigning from other positions in the Cape Light Compact JPE, including positions on the Executive Committee or as Director.

E. Sponsors, Benefactors, Contributors, Advisors, Friends of the Cape Light Compact JPE.

Persons or groups of persons designated by the Governing Board as sponsors, benefactors, contributors, advisors or friends of the Cape Light Compact JPE or such other title as the Governing Board deems appropriate shall, except as the Governing Board shall otherwise determine, serve in an honorary capacity. In such capacity they shall have no right to notice of or to vote at any meeting, shall not be considered for purposes of establishing a quorum and shall have no other rights or responsibilities.

F. Chairman.

The chairman shall preside at all meetings at which he or she is present. Unless otherwise directed by the Governing Board, all other officers shall be subject to the authority and supervision of the chairman. The chairman also shall have such other powers and duties as customarily belong to the office of chairman or as may be designated from time to time by the Governing Board.

G. Vice Chairman.

The vice chairman shall assist the chairman and preside at meetings at which the chairman is not present. The vice chairman also shall have such other powers and duties as customarily belong to the office of vice chairman or as may be designated from time to time by the Governing Board.

H. Treasurer and Business Officer.

The Governing Board shall appoint a treasurer who may be a treasurer of one of the Municipal Members. No Director or other employee of the Cape Light Compact JPE shall be

eligible to serve concurrently as treasurer. The treasurer, subject to the direction and approval of the Governing Board, shall be authorized to receive, invest and disburse all funds of the Cape Light Compact JPE without further appropriation. The treasurer shall give bond for the faithful performance of his or her duties in a form and amount as fixed by the Governing Board. The treasurer may make appropriate investments of the funds of the Cape Light Compact JPE consistent with G.L. c. 44, § 55B.

The Governing Board shall appoint a business officer who may be a city auditor, town accountant or officer with similar duties, of one of the Municipal Members. The business officer shall have the duties and responsibilities of an auditor or accountant pursuant to G.L. c. 41, §§52 and 56 and shall not be eligible to hold the office of treasurer.

If the Cape Light Compact JPE is using a service provider pursuant to Article IX(M) (Service Providers) to handle Cape Light Compact JPE funds, the Governing Board shall consider using one or more employees of such service provider to serve as treasurer or business officer.

I. Secretary.

The secretary shall arrange for the recording, consistent with applicable law, of all proceedings of the Governing Board, Executive Committee and any other such committee in a book or books to be kept therefor, and have such powers and duties as customarily belong to the office of clerk or secretary or as may be designated from time to time by the chairman or the Governing Board.

J. Other Officers.

The Governing Board shall retain legal counsel for the Cape Light Compact JPE. The Cape Light Compact JPE's legal counsel may jointly represent the Cape Light Compact JPE's Municipal Member or other parties in accordance with this Article XIX(I) (Shared Legal Representation) of this Agreement.

The Cape Light Compact JPE shall designate a Chief Procurement Officer, whose role, in accordance with G.L. c. 30B (or other applicable procurement laws) and other applicable provisions of law, shall be to select proposals for and facilitate the award of contracts on behalf of the Cape Light Compact JPE, with input from Directors, the Cape Light Compact JPE staff, counsel and others, as such Chief Procurement Officer sees fit. Notwithstanding the foregoing, the Governing Board may determine that the Cape Light Compact JPE, as long as consistent with applicable law, will select proposals and award contracts in another manner.

Other officers shall have such powers as may be designated from time to time by the Governing Board.

K. The Cape Light Compact JPE Administrator.

The Governing Board shall appoint a JPE Administrator who shall be an employee of the Cape Light Compact JPE. In general, the Cape Light Compact JPE Administrator shall serve as the chief administrative and operating officer and supervise, direct and be responsible for the efficient administration of the business of the Cape Light Compact JPE.

More specifically, the Cape Light Compact JPE Administrator shall be responsible for:

- (i) Implementing the goals and carrying out the policies of the Cape Light Compact JPE Governing Board;
- (ii) Maintaining the complete and full records, reports and filings associated with the financial and administrative activity of the Cape Light Compact JPE;
- (iii) Planning and directing all administrative and operational functions of the Cape Light Compact JPE consistent with budgets approved by the Governing Board;
- (iv) Managing the hiring process, supervising and directing the work of all staff consistent with budgets and strategic goals approved by the Governing Board;
- (v) Consulting and advising the Governing Board as to the business, operational and strategic concerns of the Cape Light Compact JPE including fiscal affairs, legal and operational issues, and major program initiatives;
- (vi) Regularly attending all Governing Board meetings and answering all questions addressed to him or her;
- (vii) Managing the Cape Light Compact JPE's legal affairs, including directing the Cape Light Compact JPE's participation in regulatory and judicial proceedings, consistent with relevant budgets approved by the Governing Board;
- (viii) Managing the Cape Light Compact JPE's energy efficiency program in accordance with all applicable laws and the rules and regulations of the DPU, or any successor entity;
- (ix) Negotiating and executing contracts for power supply procurement, renewable energy certificates, energy efficiency contracts, contracts for professional services and legal services in order to achieve the strategic goals and business purposes of the governing board; and
- (x) Perform such other duties as may be directed by the Governing Board from time to time, or as may be necessary or advisable to fulfill the Cape Light Compact JPE's objectives.

The Governing Board may elect to expand, limit or otherwise amend the foregoing responsibilities by replacing this Article IX(K) with a list of responsibilities set forth in Exhibit C.

L. Cape Light Compact JPE Staff.

The Cape Light Compact JPE shall be a public employer. The Governing Board may employ personnel to carry out the purposes of this Agreement and establish the duties, compensation and other terms and conditions of employment of personnel. The Governing Board shall take all necessary steps to provide for continuation of membership in a valid and existing public employee retirement system.

M. Service Providers.

The Governing Board may appoint or engage one or more service providers to serve as the Cape Light Compact JPE's administrative, fiscal or operational agent in accordance with the provisions of a written agreement between the Cape Light Compact JPE and the service provider. A Municipal Member may contract with the Cape Light Compact JPE to be a service provider. The service provider agreement shall set forth the terms and conditions by which the service provider shall perform or cause to be performed the requested services. This subsection (M) shall not in any way be construed to limit the discretion of the Cape Light Compact JPE to hire its own employees to perform such functions.

ARTICLE X: BUDGET; FINANCING; BORROWING; AND RELATED MATTERS

A. Budget; Segregation of Funds; Expenditures.

Prior to the beginning of each fiscal year, the Cape Light Compact JPE staff shall work with the Governing Board to prepare a proposed operating budget. The Cape Light Compact JPE shall adopt an operating budget for each fiscal year and direct the expenditure of funds in accordance with applicable law. The operating budget and any amendments thereto shall be approved by a weighted vote of the Governing Board in accordance with Article V(D) (Manner of Acting and Quorum).

All funds of the Cape Light Compact JPE shall be held in separate accounts in the name of the Cape Light Compact JPE and not commingled with funds of any other person or entity. All funds of the Cape Light Compact JPE shall be strictly and separately accounted for, and regular reports shall be rendered of all receipts and disbursements. The Governing Board shall contract with a certified public accountant to make an annual audit of the accounts and records of the Cape Light Compact JPE. All expenditures shall be made in accordance with the approved budget and in accordance with any applicable procedures or controls as may be authorized by the Governing Board.

B. Financing.

The Cape Light Compact JPE shall finance the joint services, activities or undertakings within the region in the manner set forth in this Article X. Upon the transfer of operations as set forth in Article XVIII(C) (Transfer of Operations), the Cape Light Compact JPE may collect a kilowatt hour charge or equivalent of up to a mil per kilowatt hour, from consumers participating in the municipal aggregation power supply program. The amount collected may be up to 1 mil (\$.001), or such lower amount as the Cape Light Compact JPE Administrator may determine, for every kilowatt hour sold to consumers for the duration of service under a competitive electric supply agreement (this charge is referred to as an “Operational Adder”). The Cape Light Compact JPE will primarily use the Operational Adder funds to support the municipal aggregation power supply program budget and other costs associated with implementing the powers and purposes of the Cape Light Compact JPE. The level of the Operational Adder shall be determined during the annual operating budget process based upon the projected expenses of the Cape Light Compact JPE. All uses of the Operational Adder shall follow the Cape Light Compact JPE budget appropriation process.

Upon the transfer of operations as set forth in Article XVIII(C) (Transfer of Operations), funding for the Cape Light Compact JPE’s energy efficiency activities shall come in part from the mandatory system benefits charges imposed on consumers in accordance with G.L. c. 25, §19(a), which funds energy efficiency programs administered by municipal aggregators with energy plans certified by the DPU under G.L. c. 164, §134(b). In addition, in accordance with G.L. c. 25, §19(a), the Cape Light Compact JPE’s energy efficiency activities may also be funded by revenues from the forward capacity market administered by ISO New England Inc., revenues from cap and trade pollution control programs (e.g., Regional Greenhouse Gas Initiative), other funding sources and an energy efficiency surcharge, as approved by the DPU or a successor thereto. In addition, the Cape Light Compact JPE shall finance the joint services, activities or undertakings within the region with grants from the commonwealth, the federal government and other public and private grantors.

C. Borrowing.

The Cape Light Compact JPE is authorized to incur borrowing pursuant to the Joint Powers Statute. There are no limitations on the purposes, terms and amounts of debt the Cape Light Compact JPE may incur to perform such services, activities or undertakings, except as may established by law.

ARTICLE XI: COOPERATION; AUTHORITY DOCUMENTS

The Members agree to act in good faith and use their best efforts to effectuate the intent and purpose of this Agreement. All parties to this Agreement shall cooperate to the fullest extent possible.

The Members acknowledge and agree that the authority of the Cape Light Compact JPE will be evidenced and effectuated through this Agreement and through Governing Board votes,

resolutions and various documents duly adopted by the Governing Board. The Members agree to abide by and comply with the terms and conditions of all such votes, resolutions and documents that may be adopted by the Governing Board, subject to the Members' right to withdraw from the Cape Light Compact JPE as described in Article XVI (Term; Termination; Withdrawal).

ARTICLE XII: ELECTRICITY AND OTHER AGREEMENTS

Pursuant to this Agreement, the Members and private consumers may enter into contracts for the distribution, transmission and/or supply of electricity, for the purchase of energy and RECs, and for project financing in support thereof, provided, however, that any contract for the purchase of electric power supplies, distribution, transmission or metering, billing and information services or related to any of the foregoing, shall not impose direct or individual financial obligations on any Members until approved by such individual Member, as the case may be, and further, that any contract shall indemnify and hold harmless the Cape Light Compact JPE and its Members from any financial liability or provide commercially reasonable indemnification with respect to the provision of such products or services.

ARTICLE XIII: OTHER APPLICABLE LAWS

Nothing in this Agreement or in any negotiated contract for the supply of electricity shall be construed to supersede, alter or otherwise impair any obligation imposed on any Member by otherwise applicable law.

ARTICLE XIV: INDEMNIFICATION OF DIRECTORS; LIABILITY OF DIRECTOR AND OFFICERS; INSURANCE; INDEMNIFICATION OF MEMBERS

A. Indemnification of Directors.

The Cape Light Compact JPE shall, to the extent legally permissible, indemnify the Directors, County Representatives, officers and Members. All contracts negotiated or undertaken by the Cape Light Compact JPE shall also include, to the maximum extent feasible, indemnification of the Directors, County Representatives, officers and the Members.

B. Liability of Directors, Officers, and Employees.

The Directors, County Representative, officers, and employees of the Cape Light Compact JPE shall use ordinary care and reasonable diligence in the exercise of their powers and in the performance of their duties pursuant to this Agreement. No current or former Director, officer, or employee will be responsible for any act or omission by another Director, County Representative, officer, or employee.

C. Insurance.

The Cape Light Compact JPE shall acquire such insurance coverage as the Governing Board deems necessary to protect the interests of the Cape Light Compact JPE, the Members,

the Directors and officers, employees and the public. If possible, such insurance coverage shall name the Members as additional insureds. If the Cape Light Compact JPE has employees, it shall obtain worker's compensation insurance.

D. Indemnification of Members.

The Cape Light Compact JPE shall defend, indemnify and hold harmless the Members from any and all claims, losses, damages, costs, injuries and liabilities of every kind to the extent arising directly or indirectly from the conduct, activities, operations, acts, and omissions of the Cape Light Compact JPE under this Agreement, and not arising directly or indirectly from the negligent or intentional actions of any Member. In addition, the Cape Light Compact JPE shall not be responsible for indemnifying any Member for any claims, losses, damages, costs or injuries arising from any duties that such Member has agreed to assume in a contract with the Cape Light Compact JPE.

ARTICLE XV: AMENDMENT; REVISION OF EXHIBITS

Except as set forth below in the following paragraph, this Agreement may be altered, amended, or repealed, in whole or in part, by the affirmative vote of Directors of Municipal Members whose population is at least equal to 50% of the combined population of all of the Municipal Members of the Cape Light Compact JPE. Notice of proposed amendments shall be sent to Members at least thirty (30) days before any Governing Board vote on such amendments in accordance with Article XIX(D) (Notices).

Certain amendments to this Agreement and certain actions of the Cape Light Compact JPE shall require the affirmative approval of the Municipal Members whose population is at least equal to 50% of the combined population of all of the Municipal Members of the Cape Light Compact JPE: (i) Article I(B) (Eligibility for Membership; Addition of Members); and (ii) Article I(D) (Liability of Members).

In addition, termination of the Cape Light Compact JPE shall require the approval of all Municipal Members.

The Municipal Members agree that Exhibits A (List of Members), B (Weighted Voting) and C (JPE Administrator Responsibilities) to this Agreement set forth certain administrative matters that may be revised by the Cape Light Compact JPE Administrator in accordance with Governing Board authorization without such revision constituting an amendment to this Agreement. The Cape Light Compact JPE shall provide written notice to the Members of the revision to such exhibits.

ARTICLE XVI: TERM; TERMINATION; WITHDRAWAL

This Agreement shall continue in effect for a term not to exceed twenty-five (25) years. At the conclusion of the term, taking into account any changed circumstances, the Municipal Members shall in good faith negotiate a replacement agreement.

Any Member may voluntarily withdraw from the Cape Light Compact JPE at the end of each calendar quarter upon at least ninety (90) days prior written notice. Withdrawal of such Member shall not affect any obligations entered into prior to the date of withdrawal which are binding by their terms on such member, including, without limitation, contracts directly entered into by such Member and financial contributions to the Cape Light Compact JPE made or agreed to be made by such member.

This Agreement may be terminated by collective agreement of all the Municipal Members; provided, however, the foregoing shall not be construed as limiting the rights of a Municipal Member to withdraw its membership in the Cape Light Compact JPE, and thus terminate this Agreement only with respect to such withdrawing Municipal Member.

Upon termination of this Agreement, any surplus money or assets in possession of the Cape Light Compact JPE for use under this Agreement, after payment of all liabilities, costs, expenses, and charges incurred under this Agreement shall be returned to the then-existing Members in proportion to the contributions made by each, if applicable; if no contributions were made, surplus assets shall be distributed based on the relative populations of each Municipal Member. Payment of liabilities and disbursement of surplus money or assets shall also be in accordance with any rules, regulations and policies adopted by governmental authorities having jurisdiction over the Cape Light Compact JPE.

ARTICLE XVII: CONSTRUCTION AND SEVERABILITY

This Agreement shall be liberally construed so as to effectuate the purposes thereof. The provisions of this Agreement shall be severable and if any phrase, clause, sentence or provision of this Agreement is declared to be contrary to the constitution of the Commonwealth of Massachusetts or of the United States, or the applicability thereof to any government, agency, person or circumstance is held invalid, the validity of the remainder of this Agreement and the applicability thereof to any government, agency, person or circumstance shall not be affected thereby. If this Agreement shall be held contrary to the constitution or the Massachusetts General Laws, the Cape Light Compact JPE shall remain in full force and effect as to all severable matters.

ARTICLE XVIII: THE CAPE LIGHT COMPACT JPE AS SUCCESSOR TO THE COMPACT; TRANSFER OF COMPACT'S ADMINISTRATIVE AND OPERATIONAL FUNCTIONS

A. The Cape Light Compact JPE's Status as Successor Entity to the Compact.

It is the intent of the Members that the Cape Light Compact JPE eventually serve as the successor entity to the Compact.

In order to provide for an orderly transition, the Cape Light Compact JPE and the Compact will coordinate transfer and succession plans in accordance with this Article XVIII.

Upon transfer of the Compact's operations as set forth in Article XVIII(D) (Transfer of Operations) below, and in accordance with applicable transfer and succession plans, the Cape Light Compact JPE shall assume all benefits, obligations and liabilities of the Compact.

B. Transfer of Administrative and Financial Functions.

Upon the Effective Date, the Cape Light Compact JPE will serve as the administrative and fiscal arm of the Compact. As soon as practicable, Compact staff will become employees of the Cape Light Compact JPE. At such time, the Cape Light Compact JPE shall assume responsibility for any and all loss, injury, damage, liability, claim, demand, tort or worker's compensation incidents that occur on or after the date personnel are transferred to the Cape Light Compact JPE. The Cape Light Compact JPE will also perform certain financial services for the Compact as set forth in a written agreement between the Compact and the Cape Light Compact JPE. The Cape Light Compact JPE may elect to delegate performance of such functions to service providers as set forth in Article IX(M) (Service Providers).

C. Transfer of Operations.

Unless such other date is established by the Governing Board, when the majority of the municipal members of the Compact join the Cape Light Compact JPE, the Compact and the Cape Light Compact JPE will develop an asset transfer and succession plan and, in consultation with DPU (and other governmental authorities if necessary or convenient), will establish an operational transfer date (no later than January 31, 2018, unless otherwise directed by DPU). Once such date is established, the Cape Light Compact JPE will notify the members of the Compact of the deadline for joining the Cape Light Compact JPE in order to participate in its aggregation plan. On or before the operational transfer date, the Cape Light Compact JPE will execute all documents and perform all acts necessary to transfer all programs, operational functions, tangible and intangible assets (including intellectual property), contracts and records of the Compact to the Cape Light Compact JPE so that the Cape Light Compact JPE is the legal successor to the Compact.

D. Meetings and Board Membership During Transition Period.

During the transition period, meetings of the Cape Light Compact JPE will occur immediately before or after scheduled meetings of the Compact. In order to provide for an orderly transition or for any other reason that a Municipal Member deems appropriate, a Municipal Member may appoint the same person to serve on the Cape Light Compact JPE's and Compact's Governing Boards.

ARTICLE XIX: MISCELLANEOUS

A. Principal Office.

The principal office of the Cape Light Compact JPE shall be located at such places as the Governing Board may establish from time to time.

B. The Cape Light Compact JPE Records.

The original, or attested copies, of this Agreement and records of all meetings of the Governing Board shall be kept in Massachusetts at the principal office of the Cape Light Compact JPE. Said copies and records need not all be kept in the same office. They shall be available at all reasonable times for the inspection of any Municipal Member or Director for any proper purpose and as required by law. The records of the Cape Light Compact JPE shall be subject to the Massachusetts Public Records Act, G.L. c. 66, and shall be deemed public records, unless such records fall within the exemptions set forth in G.L. c. 4, §7, including exemptions for development of inter-agency policy and trade secrets or commercial or financial information.

C. Fiscal Year.

The fiscal year of the Cape Light Compact JPE shall begin on January 1st and end on December 31st.

D. Notices.

All notices, waivers, demands, requests, consents or other communications required or permitted to be given or made under this Agreement shall be in writing and if addressed to the Cape Light Compact JPE shall be sent to:

JPE Administrator
Cape Light Compact JPE
3195 Main Street
Open Cape Building
Barnstable, MA 02630

The Cape Light Compact JPE may change its address by sending a notice of change of address to all Members.

Members shall be required to send the Cape Light Compact JPE a notice each January setting forth the name, address and other contact information for its Director and alternate director, and the contact name and address for all notices to be sent to Members under this Agreement. If no address has been provided for notices, the Cape Light Compact JPE may use the Town Clerk's address for a Member as provided on its website.

A Member may change its address by sending a notice of change of address to the Cape Light Compact JPE.

Except for any notice required by law to be given in another manner, all notices, waivers, demands, requests, consents, or other communications required or permitted by this Agreement to be effective shall be in writing, properly addressed, and shall be given by: (i) personal delivery; (ii) established overnight commercial courier delivery service with charges prepaid or duly charged by the sender; or (iii) registered or certified mail, return receipt

requested, first class, postage prepaid. Notices given hereunder shall be deemed sufficiently given on: (i) the date of personal delivery if so delivered; (ii) the day after sending if sent by established overnight commercial courier delivery service; or (iii) the fifth day after sending if sent by registered or certified mail. The Cape Light Compact JPE and the Members may additionally provide notice by electronic mail, facsimile, or telephone communication, but this shall not relieve the notifying party of the obligation to provide notice as specified above.

E. Reports.

The Cape Light Compact JPE shall submit an annual report to each Member which shall contain a detailed audited financial statement and a statement in accordance with the Joint Powers Statute.

The Cape Light Compact JPE shall prepare a written annual report, in the format required by the DPU regarding the expenditure of energy efficiency funds for the previous calendar year. Such reports shall be filed with the DPU no later than August 1, unless filing or reporting requirements established by the DPU necessitate a different date, and posted to the Cape Light Compact JPE's web site within thirty (30) days of submission to the DPU. In addition, the Cape Light Compact JPE shall periodically prepare written overviews of the Cape Light Compact JPE's program activities for each Municipal Member for inclusion in its individual town annual reports.

Upon the transfer of operations as set forth in Article XVIII(C) (Transfer of Operations), for so long as is required by the DPU, the Cape Light Compact JPE shall submit an annual report to the DPU on December 1st of each year regarding its municipal aggregation power supply program. The annual report will, at a minimum, provide: (1) a list of the program's competitive suppliers over the past year; (2) the term of each power supply contract; (3) the aggregation's monthly enrollment statistics by customer class; (4) a brief description of any renewable energy supply options; and (5) a discussion and documentation regarding the implementation of the municipal aggregation's alternative information disclosure strategy. As approved by the DPU, the Cape Light Compact JPE may submit this report on a fiscal year basis.

F. Dispute Resolution.

The Members and the Cape Light Compact JPE shall make reasonable efforts to settle all disputes arising out of or in connection with this Agreement. Before exercising any remedy provided by law, a Member and the Cape Light Compact JPE shall engage in nonbinding mediation in the manner agreed upon by the participating Member and the Cape Light Compact JPE. The Cape Light Compact JPE and Members agree that each Municipal Member may specifically enforce this Article XIX(F). In the event that nonbinding mediation is not initiated or does not result in the settlement of a dispute within sixty (60) days after the demand for mediation or is made, any Municipal Member and the Cape Light Compact JPE may pursue any remedies provided by law.

G. Multiple Originals.

This Agreement shall be executed in accordance with the requirements of the Joint Powers Statute. Amendments to this Agreement requiring approval of Directors shall be executed by the Directors approving such amendments. Amendments to this Agreement requiring approval of the Municipal Members shall be executed in the manner set forth in the Joint Powers Statute.

This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. In addition, this Agreement may contain more than one counterpart of the signature page and all of such signature pages shall be read as though one and shall have the same force and effect as though all of the parties had executed a single signature page.

H. No Partnership or Joint Venture in Contracts with Third Parties; Limitation of Responsibility.

In carrying out its purposes as described herein, and in entry into any third party contract for the purchase of electric power supplies, distribution, transmission or metering, billing and information services or related to any of the foregoing, neither the Cape Light Compact JPE nor any of its Members shall be a partner or joint venturer with any third party. The relationship between the Cape Light Compact JPE (and/or its Members) on the one hand and the other party(ies) to such contract on the other hand shall be that of buyer and seller or agent for the buyer and seller, as the case may be. Nothing therein contained shall be deemed to constitute the Cape Light Compact JPE (and/or its Members) as a partner, agent or legal representative of any third party or to create a joint venture, agency or any relationship between the Cape Light Compact JPE (and/or its Members) and any third party other than that of buyer and seller or agent for the buyer and seller, as the case may be. The Cape Light Compact JPE and its Members have no responsibility to supply, distribute, transmit, meter, bill or otherwise provide electricity to any consumer and none is implied hereby or thereby. Nothing in this Article XIX(H) shall be construed as prohibiting the Cape Light Compact JPE from entering into a partnership or joint venture relationship with any organization in which it has a membership interest or affiliation.

I. Shared Legal Representation Involving Members or Other Public Entities; Official Duties of Cape Light Compact JPE Counsel.

The Cape Light Compact JPE may from time to time to retain counsel who may also represent its Members or other public entities in matters in which the Cape Light Compact JPE has a direct or substantial interest without violating G.L. c. 268A, subject to the consent and approval of all parties requesting legal representation (which may be one or Members, or one or more non-Member parties). Such dual or common representation allows the Cape Light Compact JPE to pool resources for a common purpose, develop mutual interests, and preserve public funds. The official duties of the Cape Light Compact JPE counsel include, but are not limited to, representing Members or other public entities in: (i) administrative and judicial

proceedings in which the Cape Light Compact JPE is also a party; (ii) contract negotiations or project development matters in which the Cape Light Compact JPE or its Members have an interest, and (iii) other matters in which the Cape Light Compact JPE has a direct or substantial interest, provided that in each instance, such dual or common representation would not cause a violation of rules governing attorney conduct. The Cape Light Compact JPE counsel shall discharge such duties only when requested in writing by the Cape Light Compact JPE's Governing Board. Prior to making such a request, the Cape Light Compact JPE's Governing Board shall determine whether the interests of the Cape Light Compact JPE would be advanced by such dual or common representation and shall evaluate if actual or potential conflicts of interest exist. If any conflicts are identified, they shall be described in the written request. Counsel shall then make its own determination whether such dual or common representation would not cause a violation of rules governing attorney conduct. Representation of the Compact and the Cape Light Compact JPE shall not be considered dual representation as the two entities shall function as two component parts of one legal entity for a transition period, and then the Cape Light Compact JPE shall serve as the successor entity to the Compact.

Should the provision in G.L. c. 268A limiting dual or common representation be amended or replaced after the Effective Date, the Governing Board may elect to follow any alternative procedures with respect to dual or common legal representation as provided by such statute.

[EXECUTION PAGES TO FOLLOW]

LIST OF EXHIBITS

Exhibit A – List of Members

Exhibit B – Weighted Voting

Exhibit C – JPE Administrator Responsibilities

EXHIBIT A

List of Members

EXHIBIT B

Weighted Voting

Name of Town	Population
Aquinnah	311
Barnstable	45,193
Bourne	19,754
Brewster	9,820
Chatham	6,125
Chilmark	866
Dennis	14,207
Eastham	4,956
Edgartown	4,067
Falmouth	31,531
Harwich	12,243
Mashpee	14,006
Oak Bluffs	4,527
Orleans	5,890
Provincetown	2,942
Sandwich	20,675
Tisbury	3,949
Truro	2,003
Wellfleet	2,750
West Tisbury	2,740
Yarmouth	23,793

For an example of weighted voting, if the Municipal Members consisted of the Towns of Barnstable, Bourne and Brewster, the total population of the three Municipal Members would be 74,767. For weighted voting purposes, Barnstable's vote would be weighted 60.45%, Bourne's vote would be weighted 26.42%, and Brewster's would be weighted 13.13%.

EXHIBIT C

JPE Administrator Responsibilities

Form of Municipal Member vote:

Move that the Board of Selectmen vote, pursuant to General Laws chapter 40, section 4A ½, as follows:

- (1) to join the Cape Light Compact Joint Powers Entity (JPE);
- (2) to authorize [insert name of Town officer]¹ to execute the Joint Powers Agreement of the Cape Light Compact JPE subject to final review by Town Counsel;
- (3) to [appoint [insert name] as the Town's Director and [insert name] as the Town's Alternate Director to the Cape Light Compact Joint Powers Entity] *or*² to [authorize [insert name of Town officer] to issue a written letter to the Cape Light Compact Joint Powers Entity appointing the Town's Director and Alternate Director]; and
- (4) to take any other action necessary or relative thereto.

¹ In accordance with G.L. c. 40, §4A ½, this is the chief executive officer of a city or town, or a board, committee or officer authorized by law to execute a contract in the name of the governmental unit.

² Exact form of vote to be determined based on the Town's internal appointment process. Please note that the Town may appoint its Cape Light Compact Director/Alternate to serve as the Town's Cape Light Compact JPE Director/Alternate.

Form of County Member vote:

Move that the [County Commissioners] vote, pursuant to General Laws chapter 40, section 4A ½, as follows:

- (1) to join the Cape Light Compact Joint Powers Entity (JPE);
- (2) to authorize [insert name of County officer]³ to execute the Joint Powers Agreement of the Cape Light Compact JPE subject to final review by County Counsel;
- (3) to [appoint [insert name] as the County's Representative to attend Governing Board Meetings of the Cape Light Compact JPE], *or*⁴ to [authorize [insert name of County officer] to issue a written letter to the Cape Light Compact Joint Powers Entity appointing the County's Representative to attend Governing Board Meetings of the Cape Light Compact JPE]; and
- (4) to take any other action necessary or relative thereto.

³ In accordance with G.L. c. 40, §4A ½, this is the chief executive officer of a city or town, or a board, committee or officer authorized by law to execute a contract in the name of the governmental unit.

⁴ Exact form of vote to be determined based on the County's internal appointment process. Please note that the County may appoint its Cape Light Compact Director to serve as the County's Cape Light Compact JPE Representative.

January 24, 2017

John W. Giorgio
jgiorgio@k-plaw.com

Hon. Dennis Murphy and
Members of the Board of Selectmen
Wellfleet Town Hall
300 Main Street
Wellfleet, MA 02667

Re: Cape Light Compact - Joint Powers Agreement

Dear Members of the Board of Selectmen:

I have been working with the Cape Light Compact ("CLC") and other municipalities which are members of the CLC to explore a new model for governance of the CLC.

You may recall the CLC was formed pursuant to an Intergovernmental Agreement ("IGA") under G.L. c. 40, §4A that was entered into among the municipalities on Cape Cod and Martha's Vineyard as well as Barnstable County and Dukes County. In addition, acting through the CLC a municipal energy aggregation plan was developed and approved by the Massachusetts Department of Public Utilities. Neither the approved aggregation plan nor the IGA, however, has provided the necessary infrastructure and legal authority for the CLC to act as an independent entity in terms of the authority to maintain bank accounts, to hire employees, and to enter into contracts for goods and services. As a result, the CLC entered into an administrative services agreement with Barnstable County to perform these necessary functions for the benefit of CLC. Recently, however, the CLC and Barnstable County entered into a Termination and Transition Agreement which will terminate the administrative services provided by the County to the CLC effective June 30, 2017.

In August 2016, the General Court, as part of the Municipal Modernization Act (c. 216 of the Acts of 2016) enacted a new provision, G.L. c. 40, § 4A ½, which allows two or more municipalities to enter into an agreement to create a joint powers entity ("JPE"), which is a separate body politic and corporate from the municipalities, and which has enumerated powers that the JPE can perform on its own, including, among other things, the hiring of employees, entering into contracts, borrowing money, and maintaining bank accounts.

In my discussions with the CLC Administrator and counsel for CLC, we have concluded that the establishment of a JPE to replace the CLC created by the IGA will provide a much more effective and efficient independent entity capable of carrying out the important functions of the CLC municipal aggregation plan.

Hon. Dennis Murphy and
Members of the Board of Selectmen
January 24, 2017
Page 2

To that end, I am enclosing for your consideration the draft of a Joint Powers Agreement that was drafted by counsel for the CLC. I was provided the opportunity to review and comment on the draft agreement and my suggestions and revisions have been incorporated in the attached draft. The attached agreement, as explained on the first page, is color coded to identify the source of the text: including original IGA language, provisions authorized by the new JPE statute, and new text.

In reviewing the attached draft agreement, please note the following important features of the draft agreement.

- The JPE will be created as soon as at least two municipalities sign the agreement.
- Like an intermunicipal agreement under G. L., c. 40, § 4A, a town may enter into a JPE on approval of the Board of Selectmen. There is no requirement for a Town Meeting vote to authorize the JPE.
- The JPE authorized in the attached agreement will continue to perform the core functions of the CLC in terms of energy aggregation and energy efficiency programs. The new entity, however, will be able to take advantage of the express powers and authority authorized by the new statute without having to rely on one or more of the municipalities and counties which are members of the CLC under the IGA to perform those functions on behalf of the CLC.
- The agreement, however, does provide express authority for the JPE to enter into an administrative services agreement with one or more of the member municipal members to perform any of the services that the JPE is authorized to perform as a JPE.
- Perhaps most importantly, by creating the JPE, the new entity will have the authority to hire staff and to obtain a Federal Tax Identification Number.
- The attached agreement contemplates that the existing IGA will terminate as soon as 50% or more of the existing members sign the new joint powers agreement and all the assets and liabilities of the CLC under the IGA will transfer to the new entity.
- It is important to note that under the new statutory framework and by the express terms of the agreement, none of the member municipalities will be liable for any of the debts or liabilities of the CLC. This is no different than under the existing IGA except now there is express statutory authority to protect the municipalities from any liability unless the Town agrees in the Agreement to assume any obligations or liabilities. For example, should the Town and the JPE agree to enter an

Hon. Dennis Murphy and
Members of the Board of Selectmen
January 24, 2017
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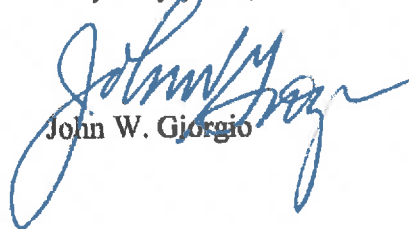
administrative services agreement whereby the Town would agree to perform administrative, financial, or banking services on behalf of the JPE, the Town would be liable for any obligations expressly agreed to in that separate agreement.

- The new entity will be governed by a Board of Directors with each member municipality appointing a member in accordance with local appointment procedures. In making such an appointment, the Town would have the ability to provide limitations and instructions to its representative. The Town's representative would be appointed for a term specified by the Town.
- Once five or more member municipalities join, the Board of Directors could appoint an executive committee to act in circumstances where a quorum of the Board of Directors cannot be achieved.
- The JPE is subject to the Open Meeting Law, the Public Records Law, the Conflict of Interest Law, and state procurement laws.

In my opinion, the attached draft agreement represents a good opportunity for CLC to effectively and efficiently provide its core mission services to the member towns and their constituents, while continuing to provide important protections against liabilities or risks by the member towns.

Please let me know if you have any questions.

Very truly yours,


John W. Giorgio

JWG/bp

Enc.

cc: Town Administrator
573997/WELL/0001



BOARD OF SELECTMEN

AGENDA ACTION REQUEST
Tuesday, March 28, 2017

VI

BUSINESS D.

REQUESTED BY:	TA
DESIRED ACTION:	Place ballot questions and approve and sign the 2017 ATM and ATE Warrant
PROPOSED MOTION:	I move to vote to place ballot questions 1, 2, 3, 4, 5 and 6 and approve and sign the 2017 Annual Town Meeting and 2017 Annual Town Election Warrant as printed.
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____



BOARD OF SELECTMEN

AGENDA ACTION REQUEST
Tuesday, March 28, 2017

VI

BUSINESS E.

REQUESTED BY:	Town Moderator
DESIRED ACTION:	Consider expanding the polling hours
PROPOSED MOTIPON:	I move to vote to expand/not expand the polling hours for Town Elections to be in line with the State polling hours until 8 pm starting with 2017 Annual Town Election.
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____



OFFICE OF THE TOWN CLERK

Joseph F. Powers, MMC/CMMC

300 Main Street
Wellfleet, MA 02667

www.wellfleet-ma.gov

jpowers@wellfleet-ma.gov

508-349-0301

508-349-0317 (fax)

To: Wellfleet Board of Selectmen
From: Joseph F. Powers, Town Clerk *JF*
CC: Daniel R. Hoort, Town Administrator
Date: March 20, 2017
Re: Possible expansion of polling hours for municipal elections

It is my understanding that the topic of expanding polling hours for town elections was discussed at your March 15, 2017 meeting. As such, I have been directed to provide you with a report regarding that topic.

Please note that any recommendation or change regarding polling hours **should not**, in my opinion, become operative for the Annual Town Election to be held on May 1, 2017.

I believe such a change would only cause confusion to the voters as well as create difficulty in getting staff coverage for the expanded hours at such a late date in the process.

As you may know, state law requires that polling locations for state and federal elections must remain open "for at least thirteen hours". However, the same statute dictates that polling locations for town elections may be open as early as 5:45 a.m. but shall not open later than 12:00 p.m. and must remain open for at least four hours.

I recommend that the Board of Selectmen consider "normalizing" the closing time for elections so that the time is consistent for all elections, be they state, federal or local. I recommend that the Board consider implementing an 8:00 p.m. closing time for municipal elections beginning with the 2018 Annual Town Election.

Expanding polling hours for municipal elections from 7:00 a.m. to 8:00 p.m. to be consistent with state and federal elections will double costs related to election coverage from approximately \$600.00 to approximately \$1,200.00 not including the cost of an additional police detail as well as some other, minor related costs.

I do not believe that cost should be the sole determining factor in any decision to expand polling hours. I also believe that expanding polling hours may not have any positive effect on overall turnout as we learned from early voting during the 2016 presidential election process. Simply put, voters who vote will vote during any time made available to them for that purpose.



BOARD OF SELECTMEN

AGENDA ACTION REQUEST
Tuesday, March 28, 2017

VI

BUSINESS F.

REQUESTED BY:	ATA
DESIRED ACTION:	Approve contract with Murro Van Meter
PROPOSED MOTION:	I move to vote to approve Murro Van Meter 2017 Food Truck Contract and application renewal.
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____



TOWN OF WELLFLEET

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

MEMORANDUM

TO: BOARD OF SELECTMEN
FROM: ASSISTANT TOWN ADMINISTRATOR
SUBJECT: FOOD TRUCK CONTRACT AND PERMIT RENEWAL – MURRO VAN METER – NEWCOMB HOLLOW BEACH
DATE: 3/23/2017
CC: TOWN ADMINISTRATOR

Mr. Van Meter is in good standing with the Town of Wellfleet. He would like to request the Town to exercise its option to renew his Food Truck permit to operate and to renew his contract to provide services at Newcomb Hollow Beach for 2017. The fee for this renewal is set at \$5,200.

Here is the part of the contract regarding the Town option to renew: "The Town, at its option, shall have the right to renew this contract annually for up to two additional years at the same bid price. In determining whether to exercise said extension at the same price for an additional year the Town will consider the performance of the lessee during the prior year. Payment of the concession fee by the lessee shall be made within ten (10) calendar days of the notice of renewal."



TOWN OF WELLFLEET

BEACH CONCESSION

Newcomb Hollow Beach

2017 Renewal

This agreement is made this _____ day of _____, 2017, by and between the Town of Wellfleet and its Board of Selectmen, hereinafter referred to as the lessor, and **Murro Van Meter d/b/a The Leaside Café** with a mailing address of 105 Aunt Sally's Way, Wellfleet, MA 02667 and hereinafter referred to as the lessee; WITNESSETH:

The LESSOR agrees to let and lease to the LESSEE a 15' x 20' (300 sq. ft.) area, northeast corner of parking lot at Newcomb Hollow Beach for the sole purpose of operating a concession.

Concession Unit must meet all requirements including but not limited to those of the Board of Health, Building Inspector and Board of Selectmen (i.e. permits, roadworthy, safe, insured, sanitary).

The term of the lease shall be for the period **commencing May 27, 2017 and expiring November 4, 2017** and shall conform to the following specifications:

Specifications

1. The concession vehicle must meet the State Sanitary Code Chapter X Minimum Standards for Food Establishments, 105 CMR 590.009 Mobile Food Units and Pushcarts and be legally road worthy. Towed concession vehicles are permitted.
2. The Concession Unit must meet all local requirements including but not limited to those of the Board of Health. The lessee will need to complete a Beach Concession Food Permit Application and a separate Food Service Establishment Application.
3. The Concession Unit shall be large enough to meet the demand of the area that it intends to serve but in no case shall be larger than area described in property description.
4. This agreement authorizes Lessee to vend only in the area outlined in the property description and not in any other areas of the Town.
5. Lessee shall furnish electricity and other utilities. The Lessee shall have their electrical usage metered and cost to be paid directly by Lessee to the electric company for all electrical usage at the beach locations.
6. Lessee shall also furnish trash and provide recycling receptacles for customers. Lessee shall remove trash and recycling at the end of each day and shall **not** dispose of trash and recycling in the town barrels.
7. One parking space (in addition to the lessee location described above in "Property Description" shall be available to Lessee or his/her designated employee. Access to parking space for Lessee and concession unit shall be held open until 10:00a.m. After that time access will be dependent upon current parking situation.
8. Lessee **shall have service available** on all fair weather days during the contracted season as stipulated below. The Town Director of Community Services (or designee)

shall be called if there is a question about whether it is a "fair weather day." The Town's determination is final.

- a. Service is **optional** between May 28th and June 17th. The truck may be there between 10am and 4pm but may also elect to be there from 7am to 10am and from 4pm to 7pm.
 - b. Service is **required** between June 18th and Labor Day. The truck must be there between 10am and 4pm but may be there from 7am to 10am and from 4pm to 7pm.
 - c. Service is **optional** from September 6 through November 1st. The truck may be there between 10am and 4pm but may also elect to be there from 7am to 10am and from 4pm to 7pm.
9. The concession vehicle shall be removed at the end of the day.
 10. Lessee shall not sublet the concession without the prior written approval of the Town.
 11. All lessees must operate from a fixed food establishment.
 12. All lessee vehicles are subject to inspection by local officials.

At all times during the term of the lease, the Lessee shall carry Concessionaire's liability/products liability insurance in the about of \$1,000,000 and worker's compensation insurance in the amount of \$500,000 with the Town named as an additional insured. Evidence of the insurance policies shall be provided to the LESSOR.

In consideration of the privileges extended to the LESSEE by this lease, the LESSEE shall pay to the LESSOR **\$5,200 for Newcomb Hallow.**

The LESSOR shall have the right to cancel the lease at any time for reasonable cause and the LESSEE shall forfeit the lease payment.

FOR THE LESSOR (Board of Selectmen):

FOR THE LESSEE (Murro Van Meter):



Commonwealth of Massachusetts
Department of Revenue
Michael J. Heffernan, Commissioner

mass.gov/dor

Letter ID: L0525229056
Notice Date: January 5, 2017
Case ID: 0-000-238-020



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



MURRO VAN METER
105 AUNT SALLYS' WAY
WELLFLEET MA 02667

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, MURRO VAN METER is in compliance with its tax obligations under Chapter 62C of the Massachusetts General Laws.

This certificate doesn't certify that the taxpayer is compliant in taxes such as unemployment insurance administered by agencies other than the Department of Revenue, or taxes under any other provisions of law.

This is not a waiver of lien issued under Chapter 62C, section 52 of the Massachusetts General Laws.

What if I have questions?

If you have questions, call us at (617) 887-6367 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 8:30 a.m. to 4:30 p.m..

Visit us online!

Visit mass.gov/dor to learn more about Massachusetts tax laws and DOR policies and procedures, including your Taxpayer Bill of Rights, and MassTaxConnect for easy access to your account:

- Review or update your account
- Contact us using e-message
- Sign up for e-billing to save paper
- Make payments or set up autopay

Charlene Hannaford
Acting Deputy Commissioner

MURRAY & MACDONALD INSURANCE SERVICES, INC.
550 MacArthur Blvd
Bourne, MA 02532
Phone: (508) 540-2400
Fax: (508) 289-4111

To: The Leaside Cafe LLC

*** BINDER ***
05/16/2016

Renewal Of: NEW

From: Suzanne Harrington
suzanne@riskadvice.com/508 289 4170

Insured: **The Leaside Cafe LLC**

**NOTE: This policy will be billed by the Company. Do not bill or collect the down payment.
Next year's renewal is set up to be Direct Billed.**

Thank you for your order to bind. We appreciate your business! We have bound the below coverage. Policy to Follow Shortly

POLICY INFORMATION

COMMERCIAL LIABILITY POLICY

Policy Number:	CL 2696453
Policy Period:	05/13/2016 to 05/13/2017
Carrier:	Mount Vernon Fire Insurance Company
Status:	Admitted
A.M. Best Rating:	A++ (Superior) - IX

COVERAGE PART

PREMIUM

Commercial Liability	\$350.00
Each Occurrence Limit	\$1,000,000
Personal & Advertising Injury Limit (Any One Person/Organization)	\$1,000,000
Medical Expense Limit (Any One Person)	\$5,000
Damages To Premises Rented To You (Any One Premises)	\$100,000
Products/Completed Operations Aggregate Limit	Included
General Aggregate Limit	\$2,000,000

POLICY PREMIUM (This premium may be subject to adjustment.)

\$350.00

COVERED LOCATION(S)

1 - 1175 Gross Hill Rd , Wellfleet, MA 02667

APPLICABLE FORMS & ENDORSEMENTS

The following forms apply to the Commercial Liability coverage part

CG0001 12/07	Commercial General Liability Coverage Form	CG0068 05/09	Recording And Distribution Of Material Or Information In Violation Of Law Exclusion
CG0203 03/08	Massachusetts Changes - Cancellation And Nonrenewal	CG2107 05/14	Exclusion - Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability - Limited Bodily Injury Exception Not Included
CG2136 03/05	Exclusion - New Entities	CG2144 07/98	Limitation Of Coverage To Designated Premises Or Project
CG2147 12/07	Employment-Related Practices Exclusion	CG2173 01/15	Exclusion Of Certified Acts Of Terrorism

Please contact us with any questions regarding the terminology used or the coverages provided.

Page 1 of 2

IL0017 11/98	Common Policy Conditions	IL0021 09/08	Nuclear Energy Liability Exclusion Endorsement
L-232s 09/05	Classification Limitation Endorsement	L-428 10/08	Firearms Exclusion
L-549 12/07	Absolute Professional Liability Exclusion	L-599 10/12	Absolute Exclusion for Pollution, Organic Pathogen, Silica, Asbestos and Lead with a Hostile Fire Exception
L-610 11/04	Expanded Definition Of Bodily Injury	L-618C 09/09	Amendment Of Premium Audit Conditions
L-686 10/12	Absolute Exclusion for Liquor and Other Related Liability	L-714 09/08	Miscellaneous Services Exclusion
L-723 02/09	Blanket Additional Insured Endorsement	LLQ100 07/06	Amendatory Endorsement
LLQ368 08/10	Separation Of Insureds Clarification Endorsement	NTP MA 01/10	Massachusetts Notice To Policyholders
TRIADN 02/15	Policyholder Disclosure Notice of Terrorism Insurance Coverage	Jacket 09/10	Commercial Insurance Policy Jacket



The Commonwealth of Massachusetts
Department of Industrial Accidents
Office of Investigations
600 Washington Street
Boston, MA 02111
www.mass.gov/dia

Workers' Compensation Insurance Affidavit: General Businesses

Applicant Information

Please Print Legibly

Business/Organization Name: 4, Leaside Cafe LLC

Address: 105 Aunt Sally's Way / P.O. Box 715

City/State/Zip: Wellfleet MA 02667 Phone #: 508 360 7659

Are you an employer? Check the appropriate box:

1. ☒ I am an employer with 2 employees (full and/or part-time).*
2. ☐ I am a sole proprietor or partnership and have no employees working for me in any capacity.
[No workers' comp. insurance required]
3. ☐ We are a corporation and its officers have exercised their right of exemption per c. 152, §1(4), and we have no employees. [No workers' comp. insurance required]**
4. ☐ We are a non-profit organization, staffed by volunteers, with no employees. [No workers' comp. insurance req.]

Business Type (required):

5. ☐ Retail
6. ☐ Restaurant/Bar/Eating Establishment
7. ☐ Office and/or Sales (incl. real estate, auto, etc.)
8. ☐ Non-profit
9. ☐ Entertainment
10. ☐ Manufacturing
11. ☐ Health Care
12. ☒ Other Food Truck

*Any applicant that checks box #1 must also fill out the section below showing their workers' compensation policy information.

**If the corporate officers have exempted themselves, but the corporation has other employees, a workers' compensation policy is required and such an organization should check box #1.

I am an employer that is providing workers' compensation insurance for my employees. Below is the policy information.

Insurance Company Name: Berkshire Hathaway Guard Insurance Co

Insurer's Address: Murray + Macdonald 550 MacArthur Blvd

City/State/Zip: Bourne MA 02534

Policy # or Self-ins. Lic. # R2WC721482 Expiration Date: 5/18/18

Attach a copy of the workers' compensation policy declaration page (showing the policy number and expiration date).

Failure to secure coverage as required under Section 25A of MGL c. 152 can lead to the imposition of criminal penalties of a fine up to \$1,500.00 and/or one-year imprisonment, as well as civil penalties in the form of a STOP WORK ORDER and a fine of up to \$250.00 a day against the violator. Be advised that a copy of this statement may be forwarded to the Office of Investigations of the DIA for insurance coverage verification.

I do hereby certify, under the pains and penalties of perjury that the information provided above is true and correct.

Signature: [Signature] Date: 1/17/17

Phone #: 508 360 7659

Official use only. Do not write in this area, to be completed by city or town official.

City or Town: _____ Permit/License # _____

Issuing Authority (circle one):

1. Board of Health 2. Building Department 3. City/Town Clerk 4. Licensing Board 5. Selectmen's Office
6. Other _____

Contact Person: _____ Phone #: _____

M.A. FRAZIER INC.
P.O. Box 1079
North Eastham, MA 02651



Phone: 877-908-7768 508-349-7969
fax: 508-349-2203 www.mafrazier.com

To Whom It May Concern,

Murro VanMeter, d/b/a Leaside Café LLC, has signed up for trash collection services to be provided, weekly, by M.A. Frazier Enterprises Inc., commencing on Wednesday, June 1, 2016.

Mr. VanMeter has also contracted us to pump his gray water as needed.

Sincerely,

A handwritten signature in black ink, appearing to read "M. Frazier", written over a horizontal line.

Matthew A. Frazier

Leeside Cafe llc
PO Box 715
Wellfleet, MA 02667
508 360 7659

Town of Wellfleet
Newcomb Hollow Concession
Food Truck Application 2017

Dear town selectmen,

I operated the concessions trailer "Leeside Cafe" during the 2016 summer season at Newcomb Hollow beach. I am applying to renew my food truck license with the town and also the permit to be the sole vendor at Newcomb Hollow beach. My food truck will operate in the space designated for concessions in the northeast corner of the beach parking lot and in the same fashion as 2016, opening on Memorial day weekend, staying open every fair weather day through Labor day weekend and following all rules and regulations set forth by the beach concessions contract.

I do have one request. The town provided one picnic table last year. I would like to be able to put a few more at the top of the dune. Maybe a total of 4 tables? If the town does not have the three additional tables I am willing to provide and care for them at my own expense.

Thank you for your time and consideration. I look forward to serving the beach going community of Wellfleet this Summer at Newcomb Hollow beach!

Sincerely,

 1/5/17

Murro Van Meter
Owner/Operator
Leeside Cafe llc

Leeside Cafe llc
PO Box 715
Wellfleet, MA 02667
508 360 7659

Town of Wellfleet
Newcomb Hollow Concession
Food Truck Application 2017

Dear town selectmen,

This is a letter presented to the towns health agent Hillary Greenberg-Lemos for her comment.

The food truck "Leeside Cafe", operating the Newcomb Hollow beach concessions, would like to have available 4 picnic tables on the ocean side of the fence, at the top of the dune, during the summer 2017 season.

Agree:  Disagree:

Comments:

NO PROBLEM WITH PICNIC TABLES AT TOP OF DUNE SO LONG AS
IT DOES NOT CAUSE EROSION. A SITE VISIT WILL BE CONDUCTED
EARLY IN THE SEASON.

Sincerely,

 1/5/17

Murro Van Meter
Owner/Operator
Leeside Cafe llc



APPLICATION FOR OPERATION OF A FOOD TRUCK 2016
APPLICATION MUST BE FILLED OUT COMPLETELY

The undersigned hereby applies for a Food Truck License in accordance with the provisions of Town of Wellfleet Board of Selectmen Regulations.

(PLEASE TYPE OR PRINT CLEARLY)

Name of Applicant: Mucro Van Meter

Date: 1/5/17

Fee: \$50.00

D.O.B: 12/2/76

Drivers License Number: 596030451 Fed.ID #: 013 726655

Business Address: 1175 Gross Hill Road wellfleet MA

Home Address: 105 Aunt Sallys Way wellfleet MA

Business Telephone: none

Cell Phone: 508 360 7659

Name of Operation: Leaside Cafe LLC

Plan Review and/or Preliminary Approval (Required for Approval)

Reviewing Department	Signature of Approving Authority	Date of Plan Review/Approval
Building Department:	<u>[Signature]</u> 1/10/17	1/10/17
Health Department:	<u>[Signature]</u> 1/10/17	1/10/17 <u>[Signature]</u>
Police Department	<u>[Signature]</u> 1/5/17	1/10/17
Fire Department:	<u>[Signature]</u> 1/9/17	1/10/17

PROVIDE THE FOLLOWING INFORMATION WITH RESPECT TO EACH LOCATION:

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

Time(s) of Peak Customer Activity 1-2 pm

Est. Number of Customers at Peak Time(s): 30

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

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

Fraizer, Eversource, Cape Cod Bagel Company

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

(Please provide a sketch for each location on a separate piece of paper.)

I will be operating only in the town designated concessions spot in the northeast corner of the Newcomb Hollow beach parking lot.



2015

TOWN OF WELLFLEET
300 Main Street
Wellfleet, MA 02667

Hillary Greenberg-Lemos, Health Agent
349-0308
FOOD SERVICE ESTABLISHMENTS

APPLICATION FOR PERMIT

APPLICATION MUST BE FILLED OUT COMPLETELY

Name Leeside Cafe LLC

Mailing Address PO Box 715

Town/State/Zip Wellfleet MA 02667

Business Address 1175 Gross Hill Road

Owner's Name Muro Van Meter Home Tel. 5083607659 E-Mail mooroc@hotmail.com

Manager's Name Muro Van Meter Home Address 105 Aunt Sallys Way 02667

If Corporation or Partnership, give name, title and home address of officers or partners.

Name _____ Title _____ Home Address _____

Establishment is open 4 months a year. Total seating capacity _____ Take-out service only? _____

Name of Certified Food Handler (s) Muro Van Meter P.I.C. _____

Does establishment have outside seating? NO Seating Capacity _____ is area enclosed? _____ Capacity _____

If seating capacity are over 25, person Chokesaver Certified _____

Applications for all licenses/permits required by the Board of Selectmen have been filed for the year 2014 yes x no _____

PLEASE CHECK PERMIT (S) YOU ARE APPLYING FOR:

- | | |
|---|--|
| <input type="checkbox"/> Temporary Food Service | <input type="checkbox"/> Caterer |
| <input type="checkbox"/> Retail Food | <input checked="" type="checkbox"/> Food Service |
| <input checked="" type="checkbox"/> Mobile Unit | <input type="checkbox"/> Residential Kitchen |
| <input type="checkbox"/> Bed & Breakfast | |

FOR FOOD SERVICE ESTABLISHMENTS: Are you compliant with the new Food Allergen Requirements: yes x no _____

I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes required under law.

Muro Van Meter
* Signature of Individual or Corporate Name (mandatory)

By: Corporate Officer (mandatory, if applicable)

013726655

Social Security/ Federal Identification Number. **(MANDATORY)

* This license will not be issued unless this certification clause is signed by the applicant.

** Your Federal Identification Number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Licensees who fail to correct their non-filing or delinquency will be subject to license suspension or revocation.

This request is made under the authority of M.G.L. Chapter 62C Section 49A.

Hillary Greenberg-Lemos
Health Agent

1/10/17
Date

Date Received _____ By (initials) _____ Fee _____ Date Issued _____

Location(s)

Newcomb Hollow beach parking lot

I the undersigned state that the information provided in this application, and associated attachments, is true and accurate to the best of my knowledge:

Signature: 

Printed Name: Murre Van Meter

Date: 1/5/17

Note: No Food Truck License will be approved until the applicant addresses all issues and/or concerns to the satisfaction of the Board of Selectmen; and no Food Truck License will be issued until all required inspections have been conducted, permits granted, and final approvals given.

FOR OFFICE USE ONLY

Final Permits/Approvals Granted (Required Before TFL will be Issued)

Approving Department	Yes	No	If "No," Reason Why	Date of Final Approval
Building Department:	✓		B. [Signature]	—
Health Department:	✓		[Signature] 1/10/17	2-10-17
Police Department:	✓		[Signature] 1/5/17	—
Fire Department:	✓		[Signature] 1/9/17	—

SPECIAL STATE LICENSE
Hawker or Pedler

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

No 123570 A

Fee: \$60.00
Display \$2.00

Licensee: Murro Van Meter
105 Aunt Sallys Way
Wellfleet, MA 02665



Expires: 4-5-18

Date of Birth: 12-2-76

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

The Commonwealth of Massachusetts

DIVISION OF STANDARDS
ONE ASHBURTON PLACE, BOSTON

Date 4-6-17

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

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

Signature of Licensee

Director of Standards

THIS LICENSE IS NOT TRANSFERABLE



BOARD OF SELECTMEN

AGENDA ACTION REQUEST
Tuesday, March 28, 2017

VI

BUSINESS G.

REQUESTED BY:	ATA
DESIRED ACTION:	Approve contract with Appraisal Company of Cape Cod, Inc.
PROPOSED MOTION:	I move to vote to approve the contract with Appraisal Company of Cape Cod, Inc. to appraise the Pleasant Point bulkhead seawall Town property.
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s): _____
VOTED:	Yea _____ Nay _____ Abstain _____

Appraisal Company of Cape Cod, Inc.

Real Estate Appraisal and Consulting

Residential
Commercial
Vacant Land
Expert Witness

BOX 1655, 170 ROUTE 6A
ORLEANS, MASSACHUSETTS 02653
(508) 255-8822 FAX (508) 255-9257
TOLL FREE (877) 760-8900
www.capedodappraiser.com

Michael Sutton
Certified General Real Estate
Appraiser – MA Lic. #786
Mikesutton@capecodappraiser.com

March 20, 2017

Brian Carlson, Assistant Town Administrator
Town of Wellfleet
300 Main Street
Wellfleet, MA 02667

Via e-mail
brian.carlson@wellfleet-ma.gov

RE: Appraisal of real estate located at
Pleasant Point Bulkhead, Wellfleet, MA

Dear Mr. Carlson:

In response to your request, The Appraisal Company of Cape Cod, Inc. would undertake an appraisal of the above referenced property and submit the appraisal report in conformance with the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation. An appraisal is defined under the Uniform Standards of Professional Practice as “(noun) the act or powers of developing an opinion of value.” The appraisal report will conform specifically to Standard Rule 2-2 of USPAP. For your information, the following is a brief summary of current appraisal options.

Appraisal assignments may be reported in two different reporting formats: an *Appraisal Report* or a *Restricted Report*. The major difference among these two reports relates to the degree of detail presented in the report by the appraiser. The *Appraisal Report* provides the most detail. The *Restricted Report* provides less detail. It is a capsulized report that shows little or no supporting details on how value was arrived at. The supporting details are maintained in rough notes in the appraiser's files. The *Restricted Report* is to be utilized only by the client and no one else, because only the client would be able to understand the condensed version of the report.

The appraisal report written style may be either in a *Form Appraisal Report* style which uses forms designed by semi government agencies such as FNMA and FHLMC or by private appraisal companies. Commonly utilized by lending institutions, the report usually more succinct than a narrative style report but it includes all items necessary in an appraisal report. The report is usually 15-20 pages in length with the key page being the “sales comparison” page which shows the comparable sales that the appraiser used to arrive at the market value.

A second type of report is a *Narrative Appraisal Report*. This type of report is commonly used for complex properties or special use properties.

The appraisal report you receive will be the *Restricted Appraisal Report*. The style will be a Narrative Appraisal Report.

The date of value will be as of date of inspection. The purpose/use of the appraisal is for a possible sale of the site as identified in the attached sketch plan. The client and intended users are the Town of Wellfleet.

Page 2
March 20, 2017
Brian Carlson, Assistant Town Administrator

Value provided shall be market value which is generally paraphrased as "the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each act prudently, knowledgeably and assuming the price is not affected by undue stimulus."

An exact definition of any terminology used in this contract is available upon request.

It is requested that the following items be supplied to the appraiser if they are available:

- Permission to access the subject site
- Three costs estimates of the bulkhead area to be sold:
 1. Reconstruct new
 2. Soft' repair costs of the eastern portion of the bulkhead which fronts on Lot 115
 3. "Hard" repair (bulkhead) of the eastern portion fronting on Lot 115
- In the opinion of the engineer what would be his estimate on the life of this project as built new?
- If available, full size plan of land used herein
- Any information you feel may have an impact on the value of the property

The fee to complete this assignment is \$3,500. The fee will be due upon notification that the report has been completed. Barring unforeseen incident, your report should be completed on or before April 19, 2017.

If these terms are agreeable, please sign the authorization below and return it to my office. This authorization is a legally binding contract. Please be aware that the fee is not contingent upon a "pre-determined" value by the client.

Thank you for the opportunity to be of service. Should you have any questions, please do not hesitate to contact me.

Sincerely yours,



Michael Sutton

AUTHORIZATION

The terms are agreeable and I authorize you to proceed with the assignment.

The fee will be payable upon notification that the report has been completed.

Date: _____

Signed: _____

PROPERTY LINES BASED
ON OCCUPATION AND
RECORDED PLANS





BOARD OF SELECTMEN

AGENDA ACTION REQUEST
Tuesday, March 28, 2017

VI

BUSINESS H.

REQUESTED BY:	ATA
DESIRED ACTION:	Create Cultural District in Wellfleet
PROPOSED MOTION:	I move to vote to submit an application and resolution to Create Wellfleet Cultural District.
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s): _____
VOTED:	Yea _____ Nay _____ Abstain _____

Town of Wellfleet Cultural District Resolution

A resolution by the Town of Wellfleet to create a state authorized cultural district for at least (5) years to be named: Wellfleet Arts and Cultural District.

WHEREAS, the Town of Wellfleet wishes to pursue a state-authorized cultural district through the enabling legislation MGL Chapter 10 Section 58A.

WHEREAS, the Town of Wellfleet has a mixed-use geographical area that has a concentration of arts and cultural facilities and assets.

WHEREAS, the Town of Wellfleet has held a public hearing and adopted a resolution proclaiming its interest in establishing a state-designated cultural district.

WHEREAS, the Town of Wellfleet has created a broad and diverse partnership of stakeholders committed to cultural, community and economic development to provide oversight of the district.

WHEREAS, the Massachusetts Cultural Council will be petitioned in accordance with its guidelines and criteria to designate said cultural district.

NOW, THEREFORE, BE IT RESOLVED by the Board of Selectmen of the Town of Wellfleet:

Article 1. Endorses the submission of this application and agrees to foster the development of a cultural district.

Article 2. Endorses the state-sponsored cultural district goals: attracting artists and cultural enterprises, encouraging business and job development, establishing tourist destinations, preserving and reusing historic buildings, enhancing property values and fostering local cultural development.

Article 3. Will appoint a town official to represent the town within the district partnership of said cultural district.

Article 4. Encourages all who own property or businesses within said cultural district to involve themselves and participate in the full development of the cultural district.

Article 5. Directs town agencies to identify programs and services that could support and enhance the development of the cultural district and ensure that those programs and services are accessible to the cultural district.

ADOPTED ON _____ OF _____ IN 2017

Chair Board of Selectmen signature _____
Date signed _____

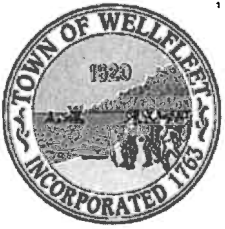
Town Administrator signature _____
Date signed _____

Part I ADMINISTRATION OF THE GOVERNMENT**Title II** EXECUTIVE AND ADMINISTRATIVE OFFICERS OF THE
COMMONWEALTH**Chapter 10** DEPARTMENT OF THE STATE TREASURER**Section 58A** STATE-DESIGNATED CULTURAL DISTRICTS

Section 58A. (a) The council shall establish criteria and guidelines for state-designated cultural districts. A cultural district shall be a geographical area of a city or town with a concentration of cultural facilities located within it. Cultural districts shall attract artists and cultural enterprises to a community, encourage business and job development, establish tourist destinations, preserve and reuse historic buildings, enhance property values and foster local cultural development. The council shall assist a city or town if the city or town wishes to develop or foster a cultural district. The council shall develop an application process, with specific guidelines and criteria, for a city or town that wishes to develop or foster a cultural district. Executive branch agencies, constitutional offices and quasi-governmental agencies shall identify programs and services that support and enhance the development of cultural

districts and ensure that those programs and services are accessible to such districts. The council shall consult with the Massachusetts historical commission in developing and establishing criteria and guidelines regarding preservation and reuse of historic buildings.

(b) Notwithstanding any general or special law to the contrary, executive branch agencies, constitutional offices and quasi-governmental agencies including, but not limited to, the council and historic preservation programs, shall review and revise regulations and other economic development tools, including the evaluative criteria of such historic preservation programs, in order to support and encourage the development and success of state-designated cultural districts.



BOARD OF SELECTMEN

AGENDA ACTION REQUEST
Tuesday, March 28, 2017

VI

BUSINESS I.

REQUESTED BY:	Ted Malone
DESIRED ACTION:	Possible call for Special Town Meeting on April 24, 2017 at 7 PM at Wellfleet Elementary School to consider Paine Hollow Affordable Housing Project and grant opportunity or for any other reason.
PROPOSED MOTION:	TBD
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s): _____
VOTED:	Yea _____ Nay _____ Abstain _____

120 Paine Hollow Road Rental Housing / Community Housing Resource, Inc.

Background and History

ATM vote on April 23, 2001 authorized transfer of Town owned parcel at 120 Paine Hollow Road to WHA for affordable housing purposes, two buildings with up to 4 units each and preserve 2 acres as open space. Other limits for development of the site are imposed by DEP Water Supply regulations: 11 bedrooms, serving up to 22 persons, below the Public Water Supply threshold.

Title to the property remains with the Town with authorization to transfer to WHA. After transfer to WHA construction must commence within 5 years. The WHA issued a Request For Proposals in February 2006 with a submission date of May 3, 2006. Community Housing Resource, Inc. submitted a proposal including preliminary site plan and architectural plans and ultimately was awarded Designated Developer status based on the proposal and capacity.

CHR began the process of assembling the necessary subsidy resources to achieve financial feasibility with a request for funds submitted on July 14, 2006 for Wellfleet Community Preservation Funding in the amount of \$175,000. These funds were recommended by the CPC and approved by STM vote on November 13, 2006.

Concurrently CHR began the regulatory process diligently preparing detailed site plans to submit under a NOI to ConComm and DEP for construction of the access driveway within the 50' or 100' buffer zone of resource area that exists on the opposite south side of Paine Hollow Road. ConComm approved the driveway construction subject to an Order of Conditions dated August 22, 2007. On September 11, 2007 several abutters represented by Counsel Petr L. Koff, requested that the ConComm reconsider the Order of Conditions. In October 2007 a civil suit was filed by abutters that was denied in Superior Court and then the abutters appealed that decision. The challenges were essentially claiming well water impacts which DEP overrode with a Superseding Order of Conditions that will be applicable as the rest of the regulatory process proceeds. The court process extended through 2009 and into 2010 and ultimately we prevailed, however the cost to defend the appeals was in excess of \$24,000 in legal fees, on top of the \$22,000 in architectural and engineering costs to move the project forward.

These delays put the project in the middle of the economic downturn of 2008 to 2010 when state and federal resources were stretched and the sources that were anticipated for Paine Hollow Road rental housing were not sufficient for financial feasibility. Financial feasibility is the necessary prerequisite to proceed with the Comprehensive Permit process under Chapter 40B. Without 40B, it was hoped that the new local affordable dwelling zoning bylaw would be the regulatory path but the project plan as informally presented was not well received by the Planning Board at that time.

Recently, a long awaited new State funding program was announced that specifically targets smaller rental housing development in smaller communities. It is a perfect fit for Paine Hollow Road and we have been able to demonstrate financial feasibility under the new Community Scale Rental Initiative (CSRI). We will be submitting a preapplication of March 21 and if invited we will submit a full application on May 17, 2017.

Three Requests

- Going into this CHRI application process we will need to demonstrate Local Support therefore we request a Letter of Support from the Board of Selectmen. (see attached sample)
- Also since we will be pursuing regulatory approval with a Comprehensive Permit application under Chapter 40B, we will also need the Board of Selectmen support in that process as we request a Project / Site Eligibility Letter from MA DHCD under their Housing Stabilization Fund Program.
- Lastly we are hoping that the Community Development Block Grant Program of the State will invite Wellfleet to apply for a grant to fund Infrastructure Improvements at the Paine Hollow Road site including the driveway, drainage systems and Title 5 Septic as well as underground electric service to the development. We would encourage the Town to accept the invitation and apply. We will know more about that possibility in the weeks ahead.

We thank you for your ongoing support of affordable rental housing in Wellfleet.

Submitted by Community Housing Resource, Inc.

March 9, 2017

Wellfleet Board of Selectmen
March 14, 2017

Move to:

Submit a letter to the Undersecretary of MA Department of Housing and Community Development in support of the rental housing funding application being submitted by Community Housing Resource, Inc. for the 120 Paine Hollow Road development in a form substantially the same as the attached to be signed by the Chair of the Wellfleet Board of Selectmen.

May 17, 2017

DRAFT

Ms. Chrystal Kornegay
Undersecretary
Department of Housing & Community Development
100 Cambridge Street, Suite 300
Boston, MA 02114

Dear Ms. Kornegay:

This letter is to convey the Wellfleet Board of Selectmen's strong support for Community Housing Resource's application to DHCD for rental housing funding of the Paine Hollow Road rental housing development in the amount of \$1,000,000. The Town has been committed to affordable housing purposes at this site since 2001 when Town Meeting voted to transfer the parcel to the Wellfleet Housing Authority (WHA). The use of the property for affordable rental housing will reach a broad segment of our community who lack stable affordable housing.

The Town has already committed the land and local resources from the Community Preservation Act to this property.

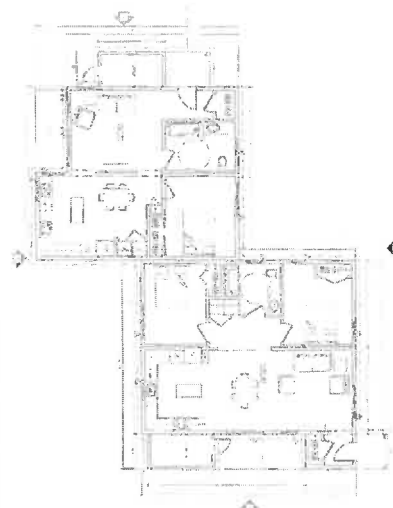
We encourage DHCD to commit \$1,000,000 under the Housing Stabilization Program and the new Community Scale Rental Initiative in this current funding round, that will allow this rental housing development to move forward.

We very much appreciate the support of DHCD.

Sincerely.

Chairman, Wellfleet Board of Selectman

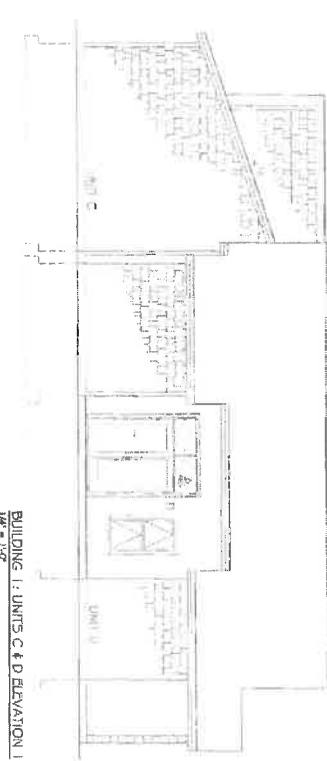
720



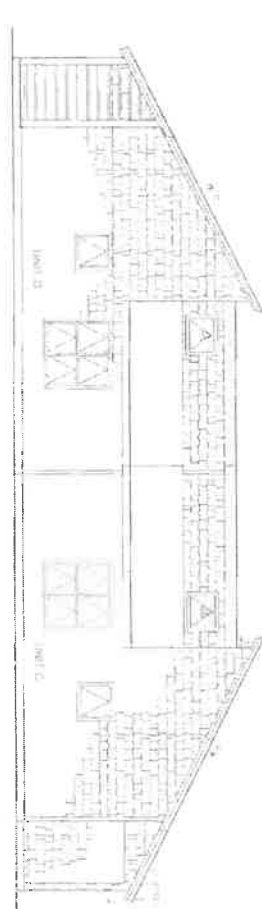
BUILDING 1: UNITS C & D PLAN
1/8" = 1'-0"



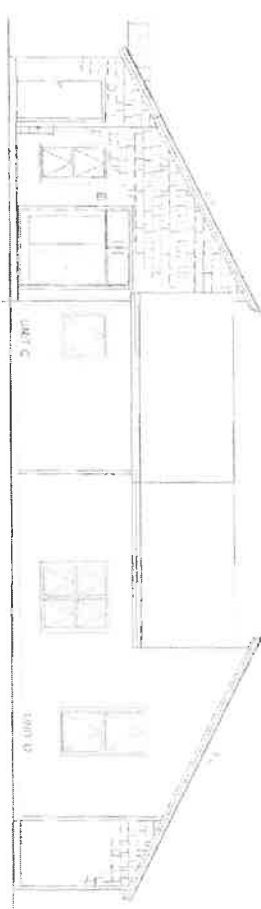
BUILDING 1: UNITS C & D ELEVATION 3
1/8" = 1'-0"



BUILDING 1: UNITS C & D ELEVATION 1
1/8" = 1'-0"



BUILDING 1: UNITS C & D ELEVATION 2
1/8" = 1'-0"



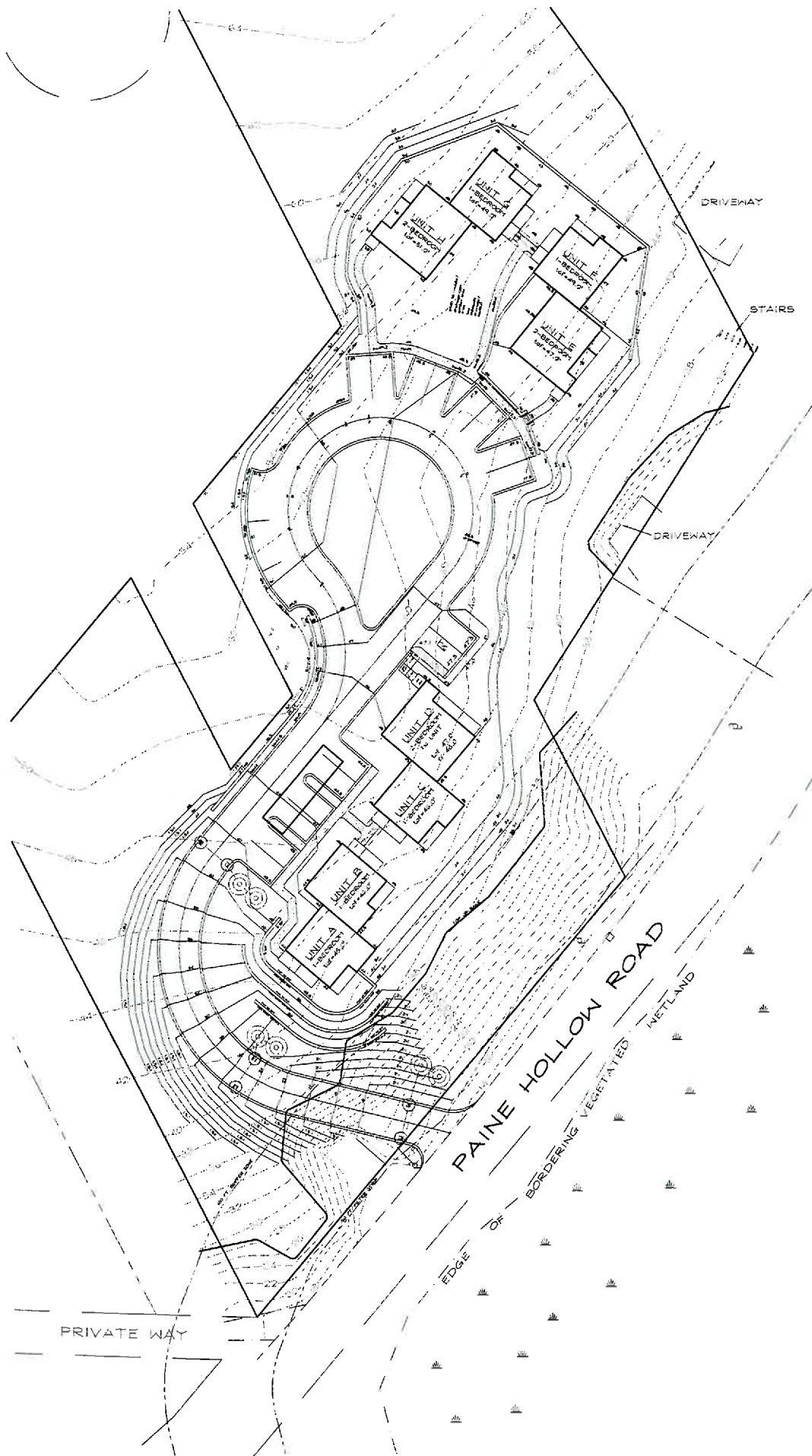
BUILDING 1: UNITS C & D ELEVATION 4
1/8" = 1'-0"

BUILDING 1: UNITS C & D ELEVATIONS

Paine Hollow
100 Paine Hollow Way
Wellfleet, MA

SPRING HILL DESIGN
INTERIORS ARCHITECTURE SPACE PLANNING
24 Durdham Street Somerville Massachusetts 02145 617.623.1633

DATE: 02.26.17
DRAWN BY: [Signature]
PROJECT: Paine Hollow
SHEET: A2.1



ARTICLE 30. To see if the Town will vote pursuant to Article III, Section 7 of the Town of Wellfleet Bylaws to authorize the Board of Selectmen to transfer jurisdiction and control of a portion of land shown as Lot 300 on Assessors Map 29 to the Housing Authority for the purpose of providing rental housing to low and moderate income residents of all ages provided said property shall be made available to Wellfleet residents under a local preference program to the extent permissible by law; said portion of land shall not exceed 4.96 acres and will be used by the Housing Authority to construct two (2) structures with two to four apartments per structure on two (2) acres preserving the remaining 2.96 acres as open space. The deed transferring the land to the Housing Authority shall provide that in the event the land ceases to be used for the purposes provided herein or if the housing construction has not begun on the land within five years from the date of transfer, the title to said land will revert back to the Town of Wellfleet and become vested in the inhabitants of the Town of Wellfleet.

FINANCE COMMITTEE RECOMMENDS 6-0
HOUSING AUTHORITY RECOMMENDS 5-0
BOARD OF SELECTMEN RECOMMENDS 5-0

2/3 voice vote attained as printed

ATM 4/23/2001

A true copy
Attest:
Dawn E. Kuckman
Town Clerk



FALMOUTH HOUSING AUTHORITY

115 Scranton Ave.
FALMOUTH, MASSACHUSETTS 02540-3593
(508) 548-1977 - (508) 540-2956
FAX (508) 457-7573
TDD 1-800-545-1833 Ext. 185
www.falmouthhousingauthority.org

June 12, 2006

Ted Malone
Community Housing Resource, Inc.
P.O. Box 1015
Provincetown, MA 02657

RE: Paine Hollow Rd. Request for Proposals

Dear Ted:

Congratulations! The Wellfleet Housing Authority has awarded the Paine Hollow Rd. development to Community Resource, Inc. The Board of Commissioners would like to meet with you to get clarification on a couple of outstanding questions they have. Specifically, they would like to have the following questions answered:

1. How realistic are the funding sources listed? Are they available now?
2. With reference to Section 8 certificates: Are they available and from whom?
3. Why was the access road located as it is rather than making use of the existing dirt road?
4. Is the septic system proposed under the driveway circle?
5. In reference to Units 3 & 5: is the bath entry of the entry or is it meant to be from the bedroom?
6. The construction Overhead and Profit is high for Comprehensive Permit projects, please explain.
7. What are the room dimensions?
8. Are there basements?
9. Is there space/hook-ups for washers and dryers in the units?

The Board of Commissioners next meet on July 6, 2006 at 11:00 a.m. in the Wellfleet Town Hall basement conference room. Please advise whether you will be able to attend.

Thanks you,

Laura F. Shufelt

Laura F. Shufelt
Director of Development

cc: Elaine McIlroy and Elaine LaChappelle



Equal Opportunity Housing and Employment





BOARD OF SELECTMEN

AGENDA ACTION REQUEST
Tuesday, March 28, 2017

VII

TOWN ADMINISTRATOR'S REPORT



TOWN OF WELLFLEET

300 MAIN STREET WELLFLEET MASSACHUSETTS 02667

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

www.wellfleetma.org

To: Board of Selectmen
From: Dan Hoort, Town Administrator
Subject: Town Administrator's Report
Date: March 24, 2017

This report is for the period March 11, 2017 through March 24, 2017.

1. General

- a. Warrant is complete and ready for signature by the Selectmen.
- b. Working to update a paper on the Shellfish industry in Wellfleet. The paper will be used when requesting funding for dredging to exhibit the impact of the shell fishing industry on the Wellfleet economy.

2. Fiscal Matters

- a. The FY 2018 budget process is complete, we turn towards future years and how we can improve the process.
- b. Capital Improvement Program is complete.
- c. Accounting office will be asked to review how we authorize expenditures from various non-general fund accounts.

3. Meetings

- a. March 15 – Two union negotiating meetings.
- b. March 16 – Conference call with Collins Center regarding CIP process.
- c. March 17 – Meeting to discuss improving payroll efficiency.
- d. March 21 – Procurement training in Boston.
- e. March 22 – Procurement training in Boston.
- f. March 23 – Procurement training in Boston.

4. Complaints.

- a. None.

5. Miscellaneous.

- a. Town Clerk Joe Powers and ATA Carlson are working on a training program for staff and committee/board members on open meeting law, public record requests and parliamentary procedures for running a meeting.

6. Personnel Matters:

- a. Water Clerk/Committee Secretary position has gone through interviews.
- b. Shellfish Constable position is currently being advertised.

[illegible]



BOARD OF SELECTMEN

AGENDA ACTION REQUEST
Tuesday, March 28, 2017

IX

CORRESPONDENCE AND VACANCY REPORT

Date: March 23, 2017
To: Board of Selectmen
From: Jeanne Maclauchlan
Re: Vacancies on Town Boards

Building and Needs Assessment Committee (5 Members)

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

Cable Advisory Committee (5 Members)

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

Commission on Disabilities (up to 7 Members)

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

Comprehensive Wastewater Management Planning Committee (7 Members)

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

Cultural Council (no more than 15 members)

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

Energy Committee (11 members total)

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

Finance Committee (9 members, 2 alternate)

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

Herring Warden (1 Warden, 1 Assistant Warden)

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

Personnel Board (4 members + TA + FinCom Rep)

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

Recycling Committee (11 members)

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

Shellfish Advisory Board (7 Members, 2 Alternates)

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