



Wellfleet Selectboard

Note: Start Time of 6pm

The Wellfleet Selectboard will hold a public meeting on **Tuesday, March 26, 2019, at 6:00 p.m. at the Wellfleet Senior Center, 715 Old Kings Highway, Wellfleet, MA 02667.** *It is anticipated that the meeting will be recorded by the Town. Anyone else desiring to record the meeting may do so only after notifying the chair and may not interfere with the conduct of the meeting in doing so.*

I. Announcements, Open Session and Public Comments

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

II. Budget Presentation – Nauset Regional Schools Superintendent Tom Conrad

III. Disclosure Reviews

A. Rebecca Noble – Bike and Walkways Committee

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

IV. Licenses

A. Seasonal License Renewals – Wellfleet Beachcomber, Winslow’s Tavern, Lighthouse Restaurant, Bocce Italian Grill, Wellfleet Motel and Lodge, VR’s, Maurice’s Campground, Wellfleet Marketplace, Chequessett Yacht and Country Club, Flying Fish Café, Wellfleet Flea Market, Catch of the Day, Mac’s Shack, The Pearl Restaurant, Harbor Stage Company, Bob’s Sub N Cone, Ceraldi, Chequessett Yacht & Country Club Boathouse, Liquor N More

B. Common Victualler – Bob’s Sub N Cone, Lighthouse Restaurant, Marconi Beach Restaurant

C. Weekly Entertainment – Lighthouse Restaurant

D. Automatic Amusement – Bob’s Sub N Cone

V. Appointments/Reappointments

A. Comprehensive Wastewater Management Planning Committee – Eben Kenney

B. Dredging Task Force – Curt Felix

C. Dredging Task Force – John Wolf

D. Historical Commission – Merrill Mead-Fox

E. Appointment of Special Police Officers [Chief Fisette]

VI. Business

A. Summer Surf Instruction Discussion [Beach Administrator]

B. Marijuana Host Community Agreement [CCC Wellfleet RE, LLC]

C. Marijuana Host Community Agreement, Change of Address [Nature’s Alternative]

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

E. Finalize and Close the 2019 Annual Town Meeting warrant. [TA]

a. Vote recommendation on Dredging Article

b. Vote recommendation on HDYLTA Trust land purchase article

c. If needed, revisit any other articles on warrant

d. Close the 2019 Annual Town Meeting warrant

F. Approval of a drawing for five combination beach/transfer station stickers at the end of the Annual Town Meeting [TA]

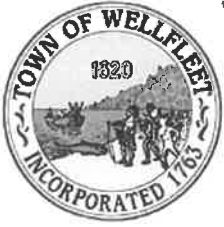
G. Approve Eversource Petition for Conduit on Old Chequessett Neck Road

H. Wellfleet Shellfish Association request for letter of support [Ginny Parker]

VII. Selectboard Reports

VIII. Town Administrator’s Report

- IX. Topics for Future Discussion**
- X. Correspondence and Vacancy Report**
- XI. Minutes**
 - A. February 12, 2019 – Executive Session [Approve and Release]
 - B. February 19, 2019 – Work Meeting [Approve and Release]
 - C. February 25, 2019 – SAB/MSI Meeting
 - D. February 26, 2019 – Executive Session [Approve and Release]
 - E. March 4, 2019 – Warrant Review Meeting
 - F. March 12, 2019 – Regular Meeting
- XII. Adjournment**



BOARD OF SELECTMEN

AGENDA ACTION REQUEST
Meeting Date: March 26, 2019

II

BUDGET PRESENTATION

| | |
|-------------------------|-----------------------------------------------------------------------------------------|
| REQUESTED BY: | Town Administrator |
| DESIRED ACTION: | Approval of Nauset Regional School District Budget |
| PROPOSED MOTION: | I move to approve the FY 20 Nauset Regional School District Budget as presented. |
| ACTION TAKEN: | Moved By: _____ Seconded By: _____ Condition(s): |
| VOTED: | Yea _____ Nay _____ Abstain _____ |

FY20 School Budgets



**2019-2020
NAUSET REGIONAL SCHOOLS
BUDGET PRESENTATION TO
WELLFLEET SELECT BOARD**

BUDGET ESCALATORS



- **Demographics**
- **Staffing – Special Education Educational Assistants**
- **Special Education**
- **Technology**
- **Social Emotional Issues**
- **Potential High School Renovation**

ENROLLMENT

Nauset Regional School District

District Enrollment

OFFICIAL
OCTOBER 1, 2018
Enrollment

Page 1

Elementary

| School | PK | K | 01 | 02 | 03 | 04 | 05 | Total |
|-----------------------------|-----------|------------|------------|------------|------------|------------|------------|------------|
| Eastern Elementary School | 15 | 24 | 27 | 28 | 27 | 26 | 24 | 171 |
| Eddy Elementary School | 0 | 0 | 0 | 0 | 78 | 83 | 87 | 248 |
| Orleans Elementary School | 0 | 32 | 37 | 26 | 38 | 30 | 45 | 218 |
| Stony Brook Elementary | 32 | 68 | 58 | 81 | 0 | 0 | 0 | 239 |
| Wellfleet Elementary School | 15 | 17 | 18 | 17 | 16 | 15 | 11 | 107 |
| Elementary Totals | 62 | 139 | 136 | 162 | 169 | 154 | 167 | 979 |

Middle

| Town | 06 | 07 | 08 | Total |
|----------------------|------------|------------|------------|------------|
| Brewster | 88 | 82 | 63 | 213 |
| Eastern | 87 | 24 | 19 | 80 |
| Orleans | 32 | 32 | 30 | 94 |
| Provincetown | 1 | 2 | 2 | 5 |
| Truro | 12 | 16 | 15 | 43 |
| Wellfleet | 26 | 14 | 16 | 56 |
| Choice | 14 | 26 | 38 | 78 |
| Middle Totals | 192 | 196 | 183 | 571 |

High School

| Town | 09 | 10 | 11 | 12 | SP | Total |
|---------------------------|------------|------------|------------|------------|----------|------------|
| Brewster | 65 | 66 | 77 | 71 | 0 | 279 |
| Eastern | 29 | 32 | 32 | 46 | 0 | 139 |
| Orleans | 32 | 21 | 34 | 30 | 0 | 117 |
| Provincetown | 7 | 7 | 7 | 8 | 0 | 29 |
| Truro | 12 | 20 | 14 | 17 | 0 | 63 |
| Wellfleet | 27 | 28 | 18 | 14 | 2 | 89 |
| Choice | 43 | 76 | 52 | 56 | 1 | 228 |
| High School Totals | 215 | 250 | 234 | 242 | 3 | 944 |

Summary

| | |
|--------------------|-------------|
| Preschool | 62 |
| Elementary | 917 |
| Region | 1069 |
| School Choice | 306 |
| Truro | 106 |
| Provincetown | 34 |
| Grand Total | 2494 |

Enrollment Trends

Nauset Regional Schools

| HIGH SCHOOL | As of | Live in District | Live in Truro | Live in Provincetown | School Choice IN | OTHER STUDENTS | | TOTAL |
|---------------|------------|------------------|---------------|----------------------|------------------|----------------|--|-------|
| | | | | | | S | | |
| | 1-Oct 2018 | 624 | 63 | 29 | 228 | | | 944 |
| | 2017 | 603 | 48 | 37 | 236 | | | 924 |
| | 2016 | 642 | 52 | 40 | 211 | | | 945 |
| | 2015 | 676 | 52 | 44 | 209 | | | 981 |
| | 2014 | 687 | 50 | 40 | 197 | | | 974 |
| | 2013 | 706 | 61 | 43 | 214 | | | 1024 |
| | 2012 | 695 | 52 | 33 | 190 | | | 970 |
| | 2011 | 696 | 56 | 28 | 185 | | | 965 |
| | 2010 | 737 | 50 | 32 | 168 | | | 987 |
| | 2009 | 800 | 40 | NA | 153 | | | 993 |
| | 2007 | 880 | 42 | NA | 119 | | | 1041 |
| MIDDLE SCHOOL | As of | Live in District | Live in Truro | Live in Provincetown | School Choice IN | OTHER STUDENTS | | TOTAL |
| | | | | | | S | | |
| | 1-Oct 2018 | 445 | 43 | 5 | 90 | | | 583 |
| | 2017 | 419 | 38 | 7 | 89 | | | 553 |
| | 2016 | 424 | 31 | 9 | 77 | | | 541 |
| | 2015 | 437 | 31 | 9 | 67 | | | 544 |
| | 2014 | 463 | 37 | 7 | 53 | | | 560 |
| | 2013 | 489 | 22 | 7 | 65 | | | 583 |
| | 2012 | 490 | 19 | 8 | 73 | | | 590 |
| | 2011 | 490 | 27 | 8 | 46 | | | 571 |
| | 2010 | 477 | 24 | 10 | 43 | | | 554 |
| | 2009 | 489 | 23 | | 55 | | | 567 |
| | 2007 | 460 | 14 | | 31 | | | 505 |

Enrollment Trends (continued)

AS OF OCTOBER 1, 2018 Students Attending Nauset High School Under School Choice by Home Town

| Town | Barnstable | Bourne | Chatham | Dennis | Harwich | Sandwich | Yarmouth | Total |
|------|------------|--------|---------|--------|---------|----------|----------|-------|
| | 27 | 2 | 32 | 33 | 75 | 5 | 54 | 228 |

AS OF OCTOBER 1, 2018 Students Attending Nauset High School - Tuitioned In

| | Gr. 9 | Gr. 10 | Gr. 11 | Gr. 12 | Total |
|--------------|-------|--------|--------|--------|-------|
| Truro | 12 | 20 | 14 | 17 | 63 |
| Provincetown | 7 | 7 | 7 | 8 | 29 |

(Barnstable includes: Centerville, Marston Mills, Osterville, Sagamore and Barnstable)

AS OF OCTOBER 1, 2018 Students Attending Nauset Middle School Under School Choice by Home Town

| Town | Barnstable | Chatham | Dennis | Harwich | Sandwich | Yarmouth | Provincetown | Truro | Total |
|------|------------|---------|--------|---------|----------|----------|--------------|-------|-------|
| | 4 | 4 | 20 | 25 | 0 | 20 | 5 | 12 | 90 |

AS OF OCTOBER 1, 2018 Students Attending Nauset Middle School - Tuitioned In

| | Gr. 7 | Gr. 8 | Total |
|-------|-------|-------|-------|
| Truro | 16 | 15 | 31 |

AS OF OCTOBER 1, 2018 Nauset Resident Students Attending Other High Schools

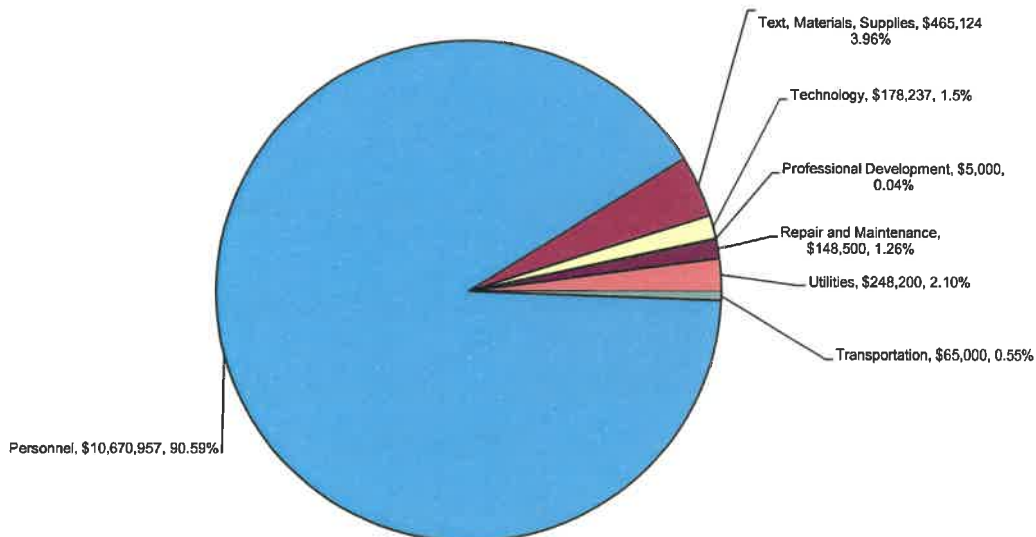
| | Lighthouse | Sturgis | Tech |
|------|------------|---------|------|
| 2018 | 53 | 15 | 77 |
| 2017 | 67 | 16 | 88 |
| 2016 | 67 | 17 | 81 |
| 2015 | 64 | 19 | 86 |
| 2014 | 62 | 23 | 69 |
| 2013 | 64 | 25 | 72 |
| 2012 | 69 | 23 | 72 |
| 2011 | 86 | 10 | 80 |

AS OF OCTOBER 1, 2018 International Student Program

| | | |
|------|----|-----------------------------------------------------------------------|
| 2018 | 3 | 2 Chinese, 1 German |
| 2017 | 4 | 2 Chinese, 1 Indonesian, 1 German |
| 2016 | 5 | 2 Brazil, 3 Chinese |
| 2015 | 17 | 1 German, 2 Brazilians, 1 Spanish, 1 Norwegian and 12 Chinese |
| 2014 | 17 | 8 Chinese, 2 Brazilian, 2 French, 3 Spanish, 1 Norwegian and 1 German |
| 2013 | 11 | 3 Chinese, 2 Italian, 4 Brazilians, 1 German, 1 Monaco |
| 2012 | 6 | 2 French, 3 Chinese, 1 Belgium |

Nauset High School

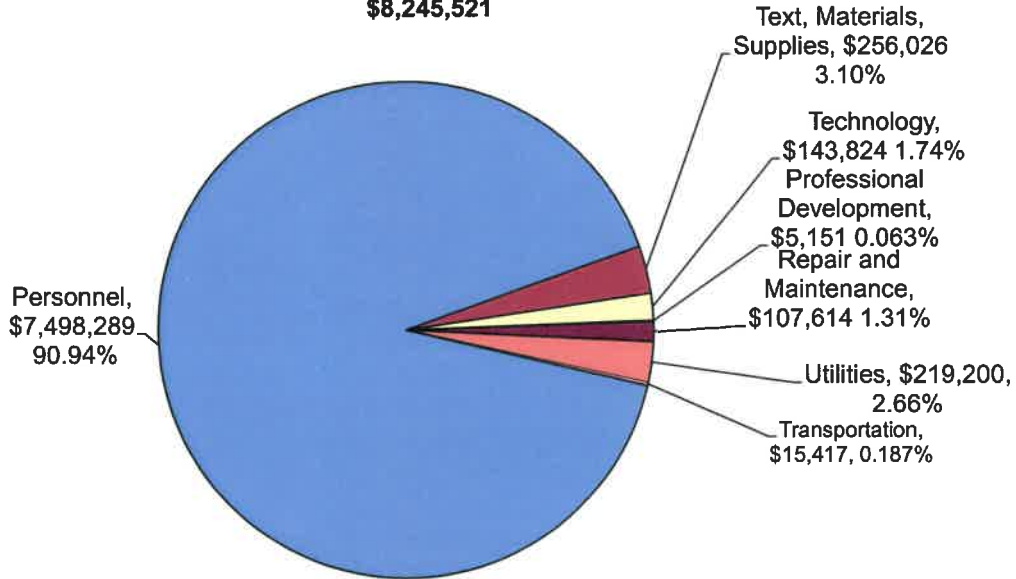
WHERE EACH DOLLAR GOES \$11,781,018



Nauset Middle School



WHERE EACH DOLLAR GOES \$8,245,521



NAUSET REGIONAL SCHOOL DISTRICT

February 7, 2019

NAUSET MIDDLE SCHOOL

| | | | Dollar Increase | % Increase |
|-----------------------------------------------------------|------|--------------|-----------------|------------|
| Budget December 13, 2018 version 1 | | \$ 8,275,521 | \$ 285,286 | 3.57% |
| Reduction of one Special Education/ Educational Assistant | 8080 | \$ (30,000) | | |
| Total Updated Budget January 10, 2019 Version 2 | | \$ 8,245,521 | \$ 285,286 | 3.19% |

NAUSET HIGH SCHOOL

| | | | | |
|--------------------------------------------------------|------|--------------|------------|-------|
| Budget January 3, 2019 version 1 | | \$11,875,529 | \$ 406,998 | 3.55% |
| Retirement Teacher Salaries | 8311 | \$ (25,116) | | |
| Total Updated Budget January 10, 2019 Version 2 | | \$11,850,413 | \$ 381,882 | 3.33% |
| SRES SOLAR CREDITS | 8366 | \$ (30,000) | | |
| Total Updated Budget January 10, 2019 Version 2 | | \$11,820,413 | \$ 351,882 | 3.07% |
| Retirement Teacher Salaries | 8372 | \$ (39,395) | | |
| Total Updated Budget February 7, 2019 Version 3 | | \$11,781,018 | \$ 312,487 | 2.72% |

REGION ONLY BUDGET

| | | | |
|--------------------------------------------------------|--------------|------------|-------|
| <u>Budget February 7, 2019 version 1</u> | \$ 9,498,049 | \$ 312,648 | 3.40% |
| Various Reductions | \$ - | | |
| <u>Total Updated Budget February 7, 2019 Version 1</u> | \$ 9,498,049 | \$ 312,648 | 3.40% |

REGION'S SHARE OF CENTRAL OFFICE

| | | | |
|-------------------------------------------|--------------|-----------|-------|
| <u>Budget November 16, 2017 version 1</u> | \$ 1,077,127 | \$ 42,831 | 4.14% |
|-------------------------------------------|--------------|-----------|-------|

February 7, 2019

Combined Budgets

| | | Dollar increase | % increase |
|--------------------------------------------------------------|--------------|--------------------|---------------|
| NAUSET MIDDLE SCHOOL | \$ 8,245,521 | \$ 256,286 | 3.10% |
| NAUSET HIGH SCHOOL | 11,781,018 | 312,487 | 2.72% |
| REGION ONLY | 9,498,049 | 312,648 | 3.40% |
| REGION'S SHARE OF CENTRAL OFFICE | 1,077,127 | 42,831 | 4.14% |
| <u>Total Combined Updated Budgets February 7, 2019 Ver 1</u> | \$30,601,715 | \$ 823,252 | 3.11% |

| | | | |
|---------------|--------------|------------|-------|
| INCOME | \$ 7,709,263 | \$ 373,131 | 5.09% |
|---------------|--------------|------------|-------|

| | | | |
|-------------------------------|--------------|------------|-------|
| <u>Total Operating Budget</u> | \$22,892,452 | \$ 550,121 | 2.46% |
|-------------------------------|--------------|------------|-------|

| | | | |
|-------------|------------|-----------|-------|
| DEBT | \$ 263,180 | \$ 15,723 | 6.35% |
|-------------|------------|-----------|-------|

| | | | |
|-------------------------|--------------|------------|-------|
| <u>TOTAL ASSESSMENT</u> | \$23,155,632 | \$ 565,844 | 2.50% |
|-------------------------|--------------|------------|-------|

2019-20 Budget Overview (Expenses)

| | <u>FY19</u> | <u>FY20</u> | <u>CHANGE</u> | |
|------------------------|-------------|-------------|---------------|-------|
| • NAUSET HIGH SCHOOL | 11,468,531 | 11,781,018 | 312,487 | 2.72% |
| • NAUSET MIDDLE SCHOOL | 7,990,235 | 8,245,521 | 255,286 | 3.19% |
| • REGION ONLY | 12,094,275 | 12,396,423 | 302,148 | 2.49% |
| • CENTRAL OFFICE * | 1,034,296 | 1,077,127 | 42,831 | 4.14% |
| • TOTAL >>> | 32,587,337 | 33,500,089 | 912,752 | 2.80% |

* Amount represents the Region's share of Central Office Costs

Prior to utilizing funds from Revolving Account \$2,898,374 FY20

Prior to utilizing funds from Revolving Account \$2,908,874 FY19

2019-20 Net Operating Budget Increase *

- FY20 Proposed Budget \$ 30,601,715
- Less Revenue \$ 7,709,263
- Net Operating Budget \$ 22,892,452
- Net Increase \$ 550,121
- % Increase 2.46%
- Above amounts are as of 2.7.2019

- Debt \$263,180
- % Increase 2.50%

*Net of \$2,898,374 of operating expenses budgeted from Revolving Funds, (Circuit Breaker, School Choice and Cape Cod Tech)

Total Operating & Debt Service FY20

| | <u>2018-19</u> | <u>2019-20</u> | <u>CHANGE</u> |
|------------------------|----------------|----------------|---------------|
| • Net Operating Budget | \$22,342,331 | \$22,892,452 | 550,121 |
| • Debt Service | 247,457 | 263,180 | 15,723 |
| • TOTAL ASSESSMENT | \$22,589,788 | \$23,155,632 | 565,844 |

- *Net Operating Budget Increase is 2.46%*
- *Debt Service Increase is 6.35%*
- *Total Assessment Increase is 2.50%*

Cost Increase to Member Towns (Operating & Debt)

| <u>TOWN</u> | <u>2019-20</u> | <u>2018-19</u> | <u>CHANGE</u> | <u>% CHANGE</u> |
|-------------|----------------|----------------|---------------|-----------------|
| Brewster | \$10,749,420 | \$10,512,858 | \$236,562 | 2.20% |
| Eastham | 4,812,584 | 4,692,193 | 120,391 | 2.50% |
| Orleans | 4,497,006 | 4,533,793 | (36,787) | (.0811%) |
| Wellfleet | 3,096,622 | 2,850,944 | 245,678 | 7.93% |
| TOTAL | \$23,155,632 | \$22,589,788 | \$ 565,844 | 2.44% |

NOTE: Some figures have been rounded to the nearest single digit

2019-2020 Budget Hearing
OPEB CONTRIBUTIONS
 and CAPITAL

| | <u>OPEB</u> | <u>CAPITAL</u> |
|-----------|-------------|----------------|
| Brewster | \$185,690 | \$247,133 |
| Eastham | \$ 83,135 | \$110,643 |
| Orleans | \$ 77,683 | \$103,388 |
| Wellfleet | \$ 53,492 | \$ 71,192 |
| | ----- | ----- |
| Total | \$400,000* | \$532,356 |

*\$50,000 is budgeted in the Region Only Budget

Total contribution FY20 is \$450,000

Operating Budget, Debt, Capital and
 OPEB Budget



| <u>TOWN</u> | <u>ASSESSMENT</u> | <u>% of TOTAL *</u> |
|-------------|---------------------|---------------------|
| • Brewster | \$11,182,243 | 0.464225 |
| • Eastham | \$ 5,006,362 | 0.207836 |
| • Orleans | \$ 4,678,077 | 0.194208% |
| • Wellfleet | \$ <u>3,221,306</u> | 0.133731% |
| | \$24,087,988 | |

*% Assessment based on enrollment & before debt assessment

OPERATING BUDGET

NAUSET REGIONAL SCHOOLS

Ver 2
3.14.2019
Ver 2
%

| EXPENSE | Certified Budget | Certified Budget | Certified Budget | Certified Budget | Certified Budget | Proposed Budget | Increase | Increase |
|-------------------------------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|----------------|--------------|
| | 2014-15 | 2015-16 | 2016-17 | 2017-18 | 2018-19 | 2019-20 | Decrease | (Decrease) |
| MS | 7,251,616 | 7,432,783 | 7,642,453 | 7,727,788 | 7,990,235 | 8,245,521 | 255,286 | 3.19% |
| HS | 10,702,040 | 10,968,281 | 11,131,812 | 11,086,421 | 11,468,531 | 11,781,018 | 312,487 | 2.72% |
| Region Only | 10,107,934 | 10,425,132 | 11,109,971 | 9,200,923 | 9,185,401 | 9,498,049 | 312,648 | 3.40% |
| Region's Share of Central Office | 938,389 | 1,007,888 | 995,246 | 1,004,653 | 1,034,296 | 1,077,127 | 42,831 | 4.14% |
| Total | 28,999,998 | 29,834,063 | 30,879,481 | 29,019,785 | 29,678,463 | 30,601,715 | 923,252 | 3.11% |
| INCOME | | | | | | | | |
| State Base Aid | 3,321,529 | 3,346,989 | 3,346,989 | 3,444,939 | 3,444,939 | 3,491,268 | 46,329 | 1.34% |
| Charter School Aid | 135,735 | 76,637 | 74,005 | 74,005 | 74,005 | 61,549 | (12,456) | -16.83% |
| State Transportation Aid | 557,444 | 528,982 | 594,252 | 765,016 | 827,315 | 819,851 | (7,464) | -0.90% |
| Truro & Provincetown Tuition | 1,975,730 | 1,776,780 | 2,257,625 | 2,028,028 | 2,024,960 | 2,344,166 | 319,206 | 15.76% |
| Elementary Assessments for Therapists | 131,038 | 149,853 | 178,456 | 187,954 | 189,913 | 202,420 | 12,516 | 6.59% |
| Estimated Receipts | 50,000 | 50,000 | 50,000 | 100,000 | 185,000 | 200,000 | 15,000 | 8.11% |
| Transfer from E&D | 250,000 | 500,000 | 783,500 | 630,000 | 590,000 | 590,000 | 0 | 0.00% |
| Prior Transfer-In from Revolving Funds*** | 2,410,659 | 2,653,344 | 2,331,223 | 0 | 0 | 0 | 0 | 0.00% |
| | 8,632,135 | 9,082,585 | 9,616,050 | 7,229,942 | 7,336,132 | 7,709,263 | 373,131 | 5.09% |
| Total Operating Budget | 20,167,853 | 20,751,478 | 21,263,431 | 21,789,843 | 22,342,331 | 22,892,452 | 550,121 | 2.46% |
| Construction Debt Service | 664,220 | 481,700 | 264,744 | 255,063 | 251,563 | 267,286 | 15,723 | 6.25% |
| Transfer from E&D | 0 | 0 | 4,106 | 4,106 | 4,106 | 4,106 | 0 | 0.00% |
| SBAB Reimbursement | 654,591 | 0 | 0 | 0 | 0 | 0 | 0 | 0.00% |
| DEBT TO BE FUNDED | 9,629 | 481,700 | 260,638 | 250,957 | 247,457 | 263,180 | 15,723 | 6.35% |
| TOTAL ASSESSMENT | 20,177,482 | 21,233,178 | 21,524,069 | 22,040,800 | 22,589,788 | 23,155,632 | 565,844 | 2.50% |

| | BREWSTER | EASTHAM | ORLEANS | WELLFLEET | TOTAL |
|-----------------------------------|-------------------|------------------|------------------|------------------|-------------------|
| FY 19 Population** | 531 | 237 | 229 | 144 | 1,141 |
| Assessment % | 48.54% | 20.77% | 20.07% | 12.62% | 100% |
| Debt Assessment | 115,162 | 51,400 | 49,665 | 31,230 | 247,457 |
| Operating Assessment | 10,397,696 | 4,640,793 | 4,484,128 | 2,819,714 | 22,342,331 |
| Total Assessment | 10,512,858 | 4,692,193 | 4,533,793 | 2,850,944 | 22,589,788 |
| FY 20 Population** | 545 | 244 | 228 | 157 | 1,174 |
| Assessment % | 0.464225 | 0.207836 | 0.194208 | 0.133731 | 100.00% |
| Debt Assessment | 122,175 | 54,698 | 51,112 | 35,195 | 263,180 |
| Operating Assessment | 10,627,245 | 4,757,886 | 4,445,894 | 3,061,427 | 22,892,452 |
| Total Assessment | 10,749,420 | 4,812,584 | 4,497,006 | 3,096,622 | 23,155,632 |
| Increase (Decrease) 19 to 20 | | | | | |
| Population** | 14 | 7 | (1) | 13 | 33 |
| Assessment % | -0.12% | 0.01% | -0.65% | 0.75% | 0.00% |
| Debt Assessment | 7,013 | 3,298 | 1,447 | 3,965 | 15,723 |
| Operating Assessment | 229,549 | 117,093 | (38,234) | 241,713 | 550,121 |
| Total Assessment | 236,562 | 120,391 | (36,787) | 245,678 | 565,844 |
| 2020 Capital Plan Projects | | | | | |
| Towns' Shares | 247,133 | 110,643 | 103,388 | 71,192 | 532,356 |
| 2020 OPEB Contribution | 185,690 | 83,135 | 77,883 | 53,492 | 400,000 |
| Assessment % | 0.464225 | 0.207836 | 0.194208 | 0.133731 | 100.00% |
| 2020 OPEB Assessment | 185,690 | 83,135 | 77,883 | 53,492 | 400,000 |

| | | | |
|---------------------------------------------------------------------------------------|-------------------|-------------------|------------------|
| NAUSET REGIONAL SCHOOLS FY20 OPERATING BUDGET, DEBT, CAPITAL & OPEB BUDGET | 24,087,988 | 978,829 | 4.236% |
| 2020 TOTAL ASSESSMENT | 11,182,243 | 5,006,362 | 4,678,077 |
| | 3,221,306 | 24,087,988 | |

* Provincetown Tuition - FY11 income not counted in total. Tuition was approved after budget was certified.
 **Population = The number of resident students attending Nauset, other schools as "choice students", or public charter schools.
 ***Per DESE starting in FY18 Nauset will budget a portion of expenditures directly out of Revolving Funds instead of appropriations for those revolving funds revenue budgeted as a general fund revenue source (Transfer-In).

NAUSET REGIONAL SCHOOLS

3.14.2019
ver 2

OPERATING EXPENSE BUDGETED FROM REVOLVING FUNDS

| <u>EXPENSE</u> | Certified Budget 2014-16 | Certified Budget 2015-16 | Certified Budget 2016-17 | Certified Budget 2017-18 | Certified Budget 2018-2019 | Proposed Budget 2019-2020 | Increase/ (Decrease) | % Increase (Decrease) |
|------------------------------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|----------------------------|---------------------------|----------------------|-----------------------|
| Circuit Breaker Revolving Fund | 810,351 | 903,344 | 596,723 | 649,601 | 764,274 | 764,274 | - | 0.00% |
| School Choice Revolving Fund | 1,600,308 | 1,700,000 | 1,534,500 | 1,833,500 | 2,128,100 | 2,128,100 | - | 0.00% |
| Cape Cod Tech Revolving Fund | - | - | - | 49,500 | 16,500 | 6,000 | (10,500) | -63.64% |
| Firebird Revolving Fund | - | - | - | 20,000 | - | - | - | 0.00% |
| MS Building Use Fund | - | - | - | 60,000 | - | - | - | 0.00% |
| HS Building Use Fund | - | - | - | 10,000 | - | - | - | 0.00% |
| International Student Revolving Fund | - | 50,000 | 200,000 | - | - | - | - | 0.00% |
| Total Expenses Funded With Revolving Funds*** | 2,410,659 | 2,653,344 | 2,331,223 | 2,622,601 | 2,908,874 | 2,898,374 | (10,500) | -0.36% |

***Per DESE starting in FY18 Nauset will budget a portion of expenditures directly out of Revolving Funds instead of appropriations for those revolving funds revenue budgeted as a general fund revenue source (Transfer-in).

NAUSET REGIONAL SCHOOL DISTRICT
5 YEAR CAPITAL PLAN
SUMMARY

| | FY20 | FY21 | FY22 | FY23 | FY24 | Total |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|-------------------|----------------|----------------|------------------|-------------------|
| Middle School: | | | | | | |
| Capital Articles | 437,355 | 447,664 | 414,305 | 429,664 | 885,000 | 2,613,988 |
| Other District Funding | - | - | - | - | - | - |
| Require Town Meeting | - | - | - | - | - | - |
| High School: | | | | | | |
| Capital Articles | 90,000 | 55,000 | 55,000 | 55,000 | 65,000 | 300,000 |
| Other District Funding | - | - | - | - | - | - |
| Require Town Meeting | - | 65,000,000 | - | - | - | 65,000,000 |
| Admin Building: | | | | | | |
| Capital Articles | 15,000 | 43,000 | 90,000 | 35,000 | 70,000 | 253,000 |
| Other District Funding | - | - | - | - | - | - |
| Require Town Meeting | - | - | - | - | - | - |
| Combined: | | | | | | |
| Capital Articles | 532,355 | 545,664 | 559,305 | 519,664 | 1,010,000 | 3,166,988 |
| Other District Funding | - | - | - | - | - | - |
| Require Town Meeting | - | 65,000,000 | - | - | - | 65,000,000 |
| Total Combined | 532,355 | 65,545,664 | 559,305 | 519,664 | 1,010,000 | 68,166,988 |
| Capital Article Funds Available | 532,355 | 545,664 | 559,305 | 573,288 | 587,620 | |
| Proof (over)/under avail. Funds | - | (0) | 0 | 53,624 | (422,380) | |
| Note: The variance in (over)/under available funds in FY23 and FY24 will be addressed in the future when these projects are studied in greater detail and will be staggered so available funds are not exceeded. | | | | | | |



BOARD OF SELECTMEN

AGENDA ACTION REQUEST
Meeting Date: March 26, 2019

III

DISCLOSURE REVIEWS – A

| | |
|-------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| REQUESTED BY: | Town Administrator |
| DESIRED ACTION: | Disclosure for Rebecca Noble |
| PROPOSED MOTION: | I move that the Board of Selectmen determines that financial interest is not so substantial as to be deemed likely to affect the integrity of the services which the town may expect from Rebecca Noble. |
| ACTION TAKEN: | Moved By: _____ Seconded By: _____ Condition(s): |
| VOTED: | Yea _____ Nay _____ Abstain _____ |

March 1, 2019

Dear Wellfleet Selectboard,

On January 15, 2019, I was appointed to the Bike and Walkways Committee. Thank you for the appointment, I am looking forward to working on this committee and for the town of Wellfleet.

I have been sworn in and have read the THE COMMONWEALTH OF MASSACHUSETTS OPEN MEETING LAW, G.L. c. 30A, §§18-25.

On February 27, 2019, I spoke with Eve Slattery, Attorney of the Day and she advised me on all parts of the disclosure form.

I have enclosed the following:

- the DISCLOSURE BY NON-ELECTED MUNICIPAL EMPLOYEE OF FINANCIAL INTEREST AND DETERMINATION BY APPOINTING AUTHORITY form
- the Bike and Walkways Charge
- a copy of the text of the law 268A:19

Please let me know if I can provide any additional information.

Sincerely,
Rebecca Noble
RBrodwick@gmail.com
774-207-8757

**DISCLOSURE BY NON-ELECTED MUNICIPAL EMPLOYEE OF FINANCIAL INTEREST
AND DETERMINATION BY APPOINTING AUTHORITY
AS REQUIRED BY G. L. c. 268A, § 19**

| | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| MUNICIPAL EMPLOYEE INFORMATION | |
| Name: | Rebecca Noble |
| Title or Position: | Committee Member |
| Municipal Agency: | Bike and Walkways Committee |
| Agency Address: | 300 Main Street, Wellfleet, MA 02667 |
| Office Phone: | 774-207-8757 |
| Office E-mail: | RBrodwick@gmail.com |
| | My duties require me to participate in a particular matter, and I may not participate because of a financial interest that I am disclosing here. I request a determination from my appointing authority about how I should proceed. |
| PARTICULAR MATTER | |
| Particular matter E.g., a judicial or other proceeding, application, submission, request for a ruling or other determination, contract, claim, controversy, charge, accusation, arrest, decision, determination, or finding. | Participate in the Charge of researching and making recommendations to the Board of Selectman on ways to provide safe areas for biking and walking in Wellfleet. |
| Your required participation in the particular matter: E.g., approval, disapproval, decision, recommendation, rendering advice, investigation, other. | Perform research and make recommendations. |
| FINANCIAL INTEREST IN THE PARTICULAR MATTER | |
| Write an X by all that apply. | <input checked="" type="checkbox"/> I have a financial interest in the matter. <input checked="" type="checkbox"/> My immediate family member has a financial interest in the matter. <input type="checkbox"/> My business partner has a financial interest in the matter. <input type="checkbox"/> I am an officer, director, trustee, partner or employee of a business organization, and the business organization has a financial interest in the matter. |

| | |
|----------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | <input type="checkbox"/> I am negotiating or have made an arrangement concerning future employment with a person or organization, and the person or organization has a financial interest in the matter. |
| Financial interest in the matter | My husband owns a local bike shop. My home abuts a potential bike path area. |
| Employee signature: | |
| Date: | Feb. 27, 2019 |

DETERMINATION BY APPOINTING OFFICIAL

| | |
|----------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | APPOINTING AUTHORITY INFORMATION |
| Name of Appointing Authority: | |
| Title or Position: | |
| Agency/Department: | |
| Agency Address: | |
| Office Phone: | |
| Office E-mail | |
| | DETERMINATION |
| Determination by appointing authority: | As appointing official, as required by G.L. c. 268A, § 19, I have reviewed the particular matter and the financial interest identified above by a municipal employee. I have determined that the financial interest is not so substantial as to be deemed likely to affect the integrity of the services which the municipality may expect from the employee. |
| Appointing Authority signature: | |
| Date: | |
| Comment: | |

CHARGE

In accordance with the Wellfleet Town Charter, the Board of Selectmen hereby establishes the Bike and Walkways Committee as an ad hoc committee with the following Charge:

BIKE AND WALKWAYS COMMITTEE

The Bike and Walkways Committee is hereby established to consider ways to provide safe areas for biking and walking. The Board of Selectmen believes that these activities should be available seasonally and year-round as they are an important means of local transportation, are popular activities in the town, and promote good health.

The Bike and Walkway Committee is charged with the following tasks:

1. To work with the Cape Cod National Seashore, the Towns of Provincetown and Truro and the Cape Cod Commission to establish the continuation of the bike trail northward into Provincetown.
2. To prepare a plan for future bike and walking routes throughout the town of Wellfleet.

The Wellfleet Bike and Walkway Committee shall be composed of five members; all members will be appointed by the Board of Selectmen.

To establish an overlapping appointment period, the following appointments will be made initially:

- Two for three years
- Two for two years
- One for one year

After the expiration of the initial terms, all terms will be for three years.

268A:19 Municipal employees, relatives or associates; financial interest in particular matter.

Section 19. (a) Except as permitted by paragraph (b), a municipal employee who participates as such an employee in a particular matter in which to his knowledge he, his immediate family or partner, a business organization in which he is serving as officer, director, trustee, partner or employee, or any person or organization with whom he is negotiating or has any arrangement concerning prospective employment, has a financial interest, shall be punished by a fine of not more than \$10,000, or by imprisonment in the state prison for not more than 5 years, or in a jail or house of correction for not more than 2 ½ years, or both.

(b) It shall not be a violation of this section:

(1) if the municipal employee first advises the official responsible for appointment to his position of the nature and circumstances of the particular matter and makes full disclosure of such financial interest, and receives in advance a written determination made by that official that the interest is not so substantial as to be deemed likely to affect the integrity of the services which the municipality may expect from the employee, or

(2) if, in the case of an elected municipal official making demand bank deposits of municipal funds, said official first files with the clerk of the city or town, a statement making full disclosure of such financial interest, or

(3) if the particular matter involves a determination of general policy and the interest of the municipal employee or members of his immediate family is shared with a substantial segment of the population of the municipality.



BOARD OF SELECTMEN

AGENDA ACTION REQUEST
Meeting Date: March 26, 2019


III

DISCLOSURE REVIEWS – B

| | |
|-------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| REQUESTED BY: | Town Administrator |
| DESIRED ACTION: | Disclosure for Nancy Civetta |
| PROPOSED MOTION: | I move that the Board of Selectmen determines that financial interest is not so substantial as to be deemed likely to affect the integrity of the services which the town may expect from Nancy Civetta. |
| ACTION TAKEN: | Moved By: _____ Seconded By: _____ Condition(s): |
| VOTED: | Yea _____ Nay _____ Abstain _____ |

**DISCLOSURE OF APPEARANCE OF CONFLICT OF INTEREST
AS REQUIRED BY G. L. c. 268A, § 23(b)(3)**

| | |
|--------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | PUBLIC EMPLOYEE INFORMATION |
| Name of public employee: | Nancy Civetta |
| Title or Position: | Shellfish Constable |
| Agency/Department: | Shellfish Department |
| Agency address: | Town of Wellfleet 300 Main St. Wellfleet, MA 20667 |
| Office Phone: | 508-349-0325 |
| Office E-mail: | Nancy.civetta@wellfleet-ma.gov |
| | <p>In my capacity as a state, county or municipal employee, I am expected to take certain actions in the performance of my official duties. Under the circumstances, a reasonable person could conclude that a person or organization could unduly enjoy my favor or improperly influence me when I perform my official duties, or that I am likely to act or fail to act as a result of kinship, rank, position or undue influence of a party or person.</p> <p>I am filing this disclosure to disclose the facts about this relationship or affiliation and to dispel the appearance of a conflict of interest.</p> |
| | APPEARANCE OF FAVORITISM OR INFLUENCE |
| Describe the issue that is coming before you for action or decision. | I have been named to the Assessments Committee of the Massachusetts Shellfish Initiative, which has a goal to maximize the economic, environmental, and social benefits of shellfish resources in Massachusetts. The Assessments Committee is tasked with executing an assessment and status update of 1. existing shellfish resources, 2. strategic (agency/organization) plans that include shellfish and 3. public input to date through surveys and agency requests for public comment associated with shellfish in Mass. |
| What responsibility do you have for taking action or making a decision? | As the Shellfish Constable for the Town of Wellfleet, I will be asked to provide information regarding the shellfish resources and management in the town, to participate in meetings with discussions of different issues in, challenges with and benefits to the shellfishing industry and give feedback on others' input into the process. I will be helping revise surveys to be distributed to other towns' shellfish departments, industry members and other shellfish stakeholders, as well as other tasks assigned to achieve above-mentioned goals. |
| Explain your relationship or affiliation to the person or organization. | The Mass. Shellfish Initiative was started by three non-profits, one of which is the Cape Cod Commercial Fishermen's Alliance, which used to be my employer. A Fishermen's Alliance staff person and former colleague of mine, Mel Sanderson, is on the Strategic Planning and Assessments Committees, and I will serve on the Assessments Committee with her. |
| How do your official actions or decision matter to the person or organization? | Although the organization has repeatedly stressed that it does not have a desired outcome or an agenda that it wants to accomplish as part of this initiative, my input into this process could help steer things in one direction or another. |

| | |
|---------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Optional: Additional facts – e.g., why there is a low risk of undue favoritism or improper influence.</p> | <p>There are many other contributors to this initiative – shellfish constables, shellfishermen and others – so my voice will be one of many in guiding the direction of the initiative.</p> <p>I listen to shellfishermen's ideas, issues and experience every day and am learning from them first and foremost.</p> <p>My loyalty is with the Town of Wellfleet and what I think is in the best interest of the town and its shellfishing industry after listening to their points of view.</p> <p>It was my decision to leave the Fishermen's Alliance, and I have never looked back.</p> |
| <p>If you cannot confirm this statement, you should recuse yourself.</p> | <p>WRITE AN X TO CONFIRM THE STATEMENT BELOW.</p> <p>X_ Taking into account the facts that I have disclosed above, I feel that I can perform my official duties objectively and fairly.</p> |
| <p>Employee signature:</p> |  |
| <p>Date:</p> | <p>3-6-19</p> |

Attach additional pages if necessary.

Not elected to your public position – file with your appointing authority.

Elected state or county employees – file with the State Ethics Commission.

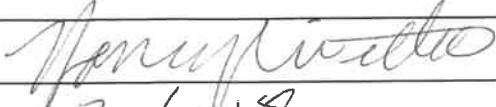
Members of the General Court – file with the House or Senate clerk or the State Ethics Commission.

Elected municipal employee – file with the City Clerk or Town Clerk.

Elected regional school committee member – file with the clerk or secretary of the committee.

**DISCLOSURE OF APPEARANCE OF CONFLICT OF INTEREST
AS REQUIRED BY G. L. c. 268A, § 23(b)(3)**

| PUBLIC EMPLOYEE INFORMATION | |
|--------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Name of public employee: | Nancy Civetta |
| Title or Position: | Shellfish Constable |
| Agency/Department: | Shellfish Department |
| Agency address: | Town of Wellfleet 300 Main St. Wellfleet, MA 20667 |
| Office Phone: | 508-349-0325 |
| Office E-mail: | Nancy.civetta@wellfleet-ma.gov |
| | <p>In my capacity as a state, county or municipal employee, I am expected to take certain actions in the performance of my official duties. Under the circumstances, a reasonable person could conclude that a person or organization could unduly enjoy my favor or improperly influence me when I perform my official duties, or that I am likely to act or fail to act as a result of kinship, rank, position or undue influence of a party or person.</p> <p>I am filing this disclosure to disclose the facts about this relationship or affiliation and to dispel the appearance of a conflict of interest.</p> |
| APPEARANCE OF FAVORITISM OR INFLUENCE | |
| Describe the issue that is coming before you for action or decision. | I would like to apply for a financial grant from the nonprofit, Wellfleet Shellfish Promotion and Tasting, to support our shellfish nursery program in the form of aquaculture gear and shellfishing equipment, safety outfitting of our cultch barge, shellfish seed and a summer position to work in our nursery. |
| What responsibility do you have for taking action or making a decision? | As the Shellfish Constable for the Town of Wellfleet, I sometimes look to outside sources of funding to help augment the resources that the town is able to provide, in order to take some burden off taxpayers. I write a grant request and submit it different entities. |
| Explain your relationship or affiliation to the person or organization. | I served as a member of the Board of Directors of SPAT for nine years (2009-2017) and was a volunteer before that. In addition, my public relations company, Civetta Comunicazioni, offered pro bono PR services to the Wellfleet OysterFest for a decade (2002-2011). When I was hired as Shellfish Constable for the Town of Wellfleet, I resigned from the SPAT Board. I continue to volunteer by producing the Oyster Shuck Off competition during the Wellfleet OysterFest. |
| How do your official actions or decision matter to the person or organization? | I realized that there were budget gaps that would limit how much propagation (nursery activities) I would be able to accomplish. I thought that making a grant request to SPAT would be a good way for the nonprofit to provide financial resources to the town to benefit its shellfishing industry. |

| | |
|---------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Optional: Additional facts – e.g., why there is a low risk of undue favoritism or improper influence.</p> | <p>I believe that it is in the best interest of the town to do as much propagation as possible to support both the commercial and recreational fisheries.</p> <p>SPAT's mission is to sustain Wellfleet's shellfishing and aquaculture industries.</p> <p>The SPAT Board of Directors had been searching for years for ways to form a more meaningful relationship with the town, which the town also desired.</p> <p>In addition, the town was interested in financial support from the nonprofit given the impact its annual Wellfleet OysterFest had on the town.</p> |
| <p>If you cannot confirm this statement, you should recuse yourself.</p> | <p>WRITE AN X TO CONFIRM THE STATEMENT BELOW.</p> <p>X_ Taking into account the facts that I have disclosed above, I feel that I can perform my official duties objectively and fairly.</p> |
| <p>Employee signature:</p> |  |
| <p>Date:</p> | <p>3-6-18</p> |

Attach additional pages if necessary.

Not elected to your public position – file with your appointing authority.

Elected state or county employees – file with the State Ethics Commission.

Members of the General Court – file with the House or Senate clerk or the State Ethics Commission.

Elected municipal employee – file with the City Clerk or Town Clerk.

Elected regional school committee member – file with the clerk or secretary of the committee.



BOARD OF SELECTMEN

AGENDA ACTION REQUEST
Meeting Date: March 26, 2019

IV

LICENSES – A

| | |
|-------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| REQUESTED BY: | Principal Clerk |
| DESIRED ACTION: | Approval of Renewals Seasonal Licenses |
| PROPOSED MOTION: | <p>I move to approve thee renewal of seasonal licenses for: Wellfleet Beachcomber</p> <ul style="list-style-type: none"> • Winslow’s Tavern • Lighthouse Restaurant • Bocce Italian Grill • Wellfleet Motel and Lodge • VR’s, Maurice’s Campground • Wellfleet Marketplace • Chequessett Yacht and Country Club • Flying Fish Café • Wellfleet Flea Market • Catch of the Day • Mac’s Shack • The Pearl Restaurant • Harbor Stage Company • Bob’s Sub N Cone • Ceraldi • Chequessett Yacht & Country Club Boathouse • Liquor N More |
| ACTION TAKEN: | <p>Moved By: _____ Seconded By: _____</p> <p>Condition(s):</p> |
| VOTED: | Yea _____ Nay _____ Abstain _____ |



BOARD OF SELECTMEN

AGENDA ACTION REQUEST
Meeting Date: March 26, 2019

IV

LICENSES – B

| | |
|-------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| REQUESTED BY: | Principal Clerk |
| DESIRED ACTION: | Approval of Common Victualler Licenses |
| PROPOSED MOTION: | <p>I move to approve the renewal of Common Victualler licenses for:</p> <ul style="list-style-type: none">• Bob's Sub N Cone• Lighthouse Restaurant• Marconi Beach Restaurant |
| ACTION TAKEN: | Moved By: _____ Seconded By: _____ Condition(s): |
| VOTED: | Yea _____ Nay _____ Abstain _____ |

LICENSES – C

| | |
|-------------------------|---------------------------------------------------------------------------------------------------|
| REQUESTED BY: | Principal Clerk |
| DESIRED ACTION: | Approval of Weekly Entertainment License |
| PROPOSED MOTION: | <p>I move to approve the renewal of a Weekly Entertainment license for Lighthouse Restaurant.</p> |
| ACTION TAKEN: | Moved By: _____ Seconded By: _____ Condition(s): |
| VOTED: | Yea _____ Nay _____ Abstain _____ |



BOARD OF SELECTMEN

AGENDA ACTION REQUEST
Meeting Date: March 26, 2019

IV

LICENSES – D

| | |
|-------------------------|----------------------------------------------------------------------------------------------|
| REQUESTED BY: | Principal Clerk |
| DESIRED ACTION: | Approval of Automatic Amusement License |
| PROPOSED MOTION: | I move to approve the renewal of an Automatic Amusement License for Bob's Sub N Cone. |
| ACTION TAKEN: | Moved By: _____ Seconded By: _____ Condition(s): |
| VOTED: | Yea _____ Nay _____ Abstain _____ |



BOARD OF SELECTMEN

AGENDA ACTION REQUEST
Meeting Date: March 26, 2019

V

APPOINTMENTS/REAPPOINTMENTS – A

| | |
|-------------------------|-----------------------------------------------------------------------------------------------------------------------|
| REQUESTED BY: | Principal Clerk |
| DESIRED ACTION: | Appointment of Eben Kenney to the Comprehensive Wastewater Management Planning Committee |
| PROPOSED MOTION: | I move to appoint Eben Kenney to the Comprehensive Wastewater Management Planning Committee for a 2-year term. |
| ACTION TAKEN: | Moved By: _____ Seconded By: _____ Condition(s): |
| VOTED: | Yea _____ Nay _____ Abstain _____ |



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

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

FILL OUT THE FORM BELOW and mail it to:

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

Name Eben Kenny Date 3/18/19

Mailing Address P.O. Box 1158
Wellfleet, MA 02667

Phone (Home) - (cell) 508-237-4872

E-mail ebenkenny180@gmail.com

Please describe briefly any work experience, including volunteer service, that you feel would be useful to the Town: I have a good understanding through years of

experience in the commercial harvest of oysters. All throughout Wellfleet Harbor, should the town's approach to the 208 plan include nitrogen mitigation via oyster propagation.

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

I am fully licensed through the town and the state to handle oysters and oyster seed. I am also a member of the WSA.

Committees/Boards of Interest: 1) Comprehensive Waste Water Management
2) _____
3) _____

MAR 18 2019



BOARD OF SELECTMEN

AGENDA ACTION REQUEST
Meeting Date: March 26, 2019

V

APPOINTMENTS/REAPPOINTMENTS – B

| | |
|-------------------------|-------------------------------------------------------------------------------------------------------|
| REQUESTED BY: | Principal Clerk |
| DESIRED ACTION: | Appointment of Curt Felix to the Dredging Task Force |
| PROPOSED MOTION: | I move to appoint Curt Felix to the Dredging Task Force for a term to expire on June 30, 2021. |
| 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 it to:

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

Name Curt Felix Date 3/18/2019

Mailing Address PO Box 967
S. Wellfleet, MA 02663

Phone (Home) _____ (cell) 603 209 6000

E-mail cfelix @ planktonpower.net

Please describe briefly any work experience, including volunteer service, that you feel would be useful to the Town: Cape Cod Water Protection Collaborative, Wastewater Committee, Water Board,

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

Degrees in Economics, Biology.

Committees/Boards of Interest: 1) Dredge Comm. Htee.

2) _____

3) _____

MAR 18 2019



BOARD OF SELECTMEN

AGENDA ACTION REQUEST
Meeting Date: March 26, 2019

V

APPOINTMENTS/REAPPOINTMENTS – C

| | |
|-------------------------|-------------------------------------------------------------------------|
| REQUESTED BY: | Principal Clerk |
| DESIRED ACTION: | Appointment of John Wolf to the Dredging Task Force |
| PROPOSED MOTION: | I move to appoint John Wolf as an alternate to the Dredging Task Force. |
| 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 it to:

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

Name John Wolf Date 3/21/19

Mailing Address 65 Cannon Hill Rd.
Wellfleet, Ma. 02667-8709

Phone (Home) 508-214-0176 (cell) ~~508~~ 774-487-8917

E-mail JohnWolf@bonehenge.com

Please describe briefly any work experience, including volunteer service, that you feel would be useful to the Town: Operate Charter sailing vessel on Wellfleet

harbor, for the last 10 years

Member of Marina Advisory Committee currently
and for the previous 4 years.

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

Licensed Captain (50-ton steam, motor, + auxiliary
sailing vessels)

Committees/Boards of Interest: 1) Dredging Task Force

2) _____

3) _____

MAR 21 2019



BOARD OF SELECTMEN

AGENDA ACTION REQUEST
Meeting Date: March 26, 2019

V

APPOINTMENTS/REAPPOINTMENTS – D

| | |
|-------------------------|-------------------------------------------------------------------------------------------|
| REQUESTED BY: | Principal Clerk |
| DESIRED ACTION: | Appointment of Merrill Mead-Fox |
| PROPOSED MOTION: | I move to appoint Merrill Mead-Fox to the Historical Commission for a 2-year term. |
| ACTION TAKEN: | Moved By: _____ Seconded By: _____ Condition(s): |
| VOTED: | Yea _____ Nay _____ Abstain _____ |



TOWN OF WELLFLEET
APPLICATION FOR TOWN BOARDS & COMMITTEES MEMBERSHIP

MAR - 8 2019

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 Merrill Mead-Fox Date 3/7/19
Mailing Address 35 Pine Point Way ; P.O. Box 701
Wellfleet, MA 02667
Phone (Home) _____ (cell) 617-519-8644
E-mail mmeadfx@gmail.com

Please describe briefly any work experience, including volunteer service, that you feel would be useful to the Town: I have worked in research, teaching, and psychological clinical work since I graduated from college in 1975. I have always worked as a member of interdisciplinary teams in my work as a psychologist. I have also contributed to human service organizations (YMCA, AFSC) re: various projects

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

1989 PhD in Clinical Psychology from U. Maryland
1981 EdM. in Counseling and Consulting Psychology from Harvard
1975 BA in Sociology from Tufts University

Committees/Boards of Interest: 1) Historical Commission*
2) _____
3) _____

* I live in an 1840s greek revival house in Wellfleet, and I love old houses and am interested in history. My family has historical character

of Wellfleet



BOARD OF SELECTMEN

AGENDA ACTION REQUEST
Meeting Date: March 26, 2019

V

APPOINTMENTS/REAPPOINTMENTS – E

| | |
|-------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| REQUESTED BY: | Chief Fisette |
| DESIRED ACTION: | Appointment of Special Police Officers |
| PROPOSED MOTION: | I move to appoint Michael Allen, Roshawn Groce, and Kyle Robbins as Special Police Officers for the appointment period May 19, 2019 through June 30, 2020. |
| ACTION TAKEN: | Moved By: _____ Seconded By: _____ Condition(s): |
| VOTED: | Yea _____ Nay _____ Abstain _____ |

Town of Wellfleet
Police Department

February 27, 2019

To: Select Board
From: Chief Ronald L. Fisette

Subject: SPECIAL POLICE OFFICERS APPOINTMENT

I request the following individual(s) be appointed as a Special Police Officer.

Appointment Period: May 13, 2019 through June 30, 2020

Michael Allen

Roshawn Groce

Kyle Robbins

Respectfully submitted for your information and consideration.



Ronald L. Fisette,
Chief of Police

cc: Dan Hoort, Town Administrator
Joseph Powers, Assistant Town Administrator / Town Clerk

Police Officer Position; Full Time [] Part Time [XX]

Communications Position; Full Time [] Part Time []

WELLFLEET POLICE DEPARTMENT SUMMARY SHEET OF APPLICANT'S INFORMATION

Applicant's Name: Allen Michael D.
(Last) (First) (Middle)

The following information is a summary of information provided as part of a 10 page application packet. The entire application is available for your review if you so desire.

I PERSONAL HISTORY

Address:

(Number & Street)

Sandwich
(City/Town)

MA
(State)

02563
(Zip)

II EDUCATION

| | School Name, Address and Phone Number | Graduated Yes/No | Number of Years Attended | Degree | Major |
|---------------|-----------------------------------------------------------------------------|------------------|--------------------------|---------|------------------|
| High School | Sandwich High School 365 Quaker Meeting House Road Sandwich, MA 02537 | Yes | 4 | Diploma | |
| Undergraduate | Westfield State University 577 Western Avenue Westfield, MA 01086 | Yes | 4 | B.S. | Criminal Justice |
| Graduate | | | | | |
| Other | | | | | |

- b. Have you attended or are attending a Reserve Police Academy? Yes [XX] No [] If yes, give details to include completion date: Plymouth Police Academy 2019
- c. Have you attended or are attending a Full Time Police Academy? Yes [] No [XX] If yes, give details to include completion date: _____
- d. Do you have a First Responder certificate? Yes [XX] No [] Exp. Date: 9/2021
- e. Do you have a CPR certificate? Yes [XX] No [] Exp. Date: 9/2021

- f. List any special abilities, interests, sports or hobbies along with degrees of proficiency:
EMT Training, College / National level wrestler, semi-pro rugby
- g. List any special equipment or computer systems with which you have experience.
Microsoft Office (and similar)

III EMPLOYMENT HISTORY

| Dates | | Name, Address and Telephone of Employment | Rates of Pay | | Supervisor's Name and Title |
|----------------------------|------------|-----------------------------------------------------------------------------------------------|--------------|--------|-----------------------------------|
| From Mo./Yr. | To Mo./Yr. | | Start | Finish | |
| 05/2018 | N/A | Wellfleet Police Department 36 Gross Hill Road Wellfleet, MA 02667 Relief Dispatcher | | | Ronald L. Fisetto Police Chief |
| Reason for Leaving: N/A | | | | | |

| Dates | | Name, Address and Telephone of Employment | Rates of Pay | | Supervisor's Name and Title |
|------------------------------------------|------------|-------------------------------------------------------------------------------------------------------|--------------|--------|-----------------------------------|
| From Mo./Yr. | To Mo./Yr. | | Start | Finish | |
| 05/2018 | 9/2018 | Wellfleet Police Department 36 Gross Hill Road Wellfleet, MA 02667 Community Service Officer | | | Ronald L. Fisetto Police Chief |
| Reason for Leaving: Seasonal position | | | | | |

| Dates | | Name, Address and Telephone of Employment | Rates of Pay | | Supervisor's Name and Title |
|---------------------|------------|-------------------------------------------|--------------|--------|-----------------------------|
| From Mo./Yr. | To Mo./Yr. | | Start | Finish | |
| | | | | | |
| Reason for Leaving: | | | | | |

- b. Have you ever been disciplined or forced to resign because of misconduct or unsatisfactory employment? Yes [] No [XX] If yes, give details:

- c. Are you eligible for rehire with each of your former employers? Yes [XX] No [] If no, please explain: _____

Police Officer Position; Full Time [] Part Time [XX]

Communications Position; Full Time [] Part Time []

WELLFLEET POLICE DEPARTMENT SUMMARY SHEET OF APPLICANT'S INFORMATION

Applicant's Name: Groce Roshawn J.
(Last) (First) (Middle)

The following information is a summary of information provided as part of a 10 page application packet. The entire application is available for your review if you so desire.

I PERSONAL HISTORY

Address:

(Number & Street)
Eastham MA 02642
(City/Town) (State) (Zip)

II EDUCATION

| | School Name, Address and Phone Number | Graduated Yes/No | Number of Years Attended | Degree | Major |
|---------------|--------------------------------------------------|------------------|--------------------------|-------------|------------------|
| High School | Nauset Regional High School Eastham, MA 02642 | Yes | 4 | Diploma | |
| Undergraduate | Cape Cod Community College | No | 2 | In Progress | Criminal Justice |
| Graduate | | | | | |
| Other | | | | | |

- b. Have you attended or are attending a Reserve Police Academy? Yes [XX] No [] If yes, give details to include completion date: Plymouth Police Academy 2017
- c. Have you attended or are attending a Full Time Police Academy? Yes [] No [XX] If yes, give details to include completion date: _____
- d. Do you have a First Responder certificate? Yes [XX] No [] Exp. Date: 1/2020
- e. Do you have a CPR certificate? Yes [XX] No [] Exp. Date: 1/2020

f. List any special abilities, interests, sports or hobbies along with degrees of proficiency:

Communication skills, honesty, work ethic, problem – solving skills and ability to work in harmony with co-workers

g. List any special equipment or computer systems with which you have experience.

Microsoft Word and google Docs

III EMPLOYMENT HISTORY

| Dates | | Name, Address and Telephone of Employment | Rates of Pay | | Supervisor's Name and Title |
|----------------------------|------------|-------------------------------------------------------------------------------------|--------------|--------|------------------------------------|
| From Mo./Yr. | To Mo./Yr. | | Start | Finish | |
| 10/2018 | N/A | Cape Cod Gun Works 96 Airport Road Hyannis, MA 02601 Sales & Range Officer | | | Michael Martir, General Manager |
| Reason for Leaving: N/A | | | | | |

| Dates | | Name, Address and Telephone of Employment | Rates of Pay | | Supervisor's Name and Title |
|------------------------------------------|------------|---------------------------------------------------------------------------------------------|--------------|--------|-------------------------------|
| From Mo./Yr. | To Mo./Yr. | | Start | Finish | |
| 4/2017 | N/A | Aquinnah Police Department 65 State Road Aquinnah, MA 02535 Reserve Police Officer | | | Randi Belain, Police Chief |
| Reason for Leaving: Seasonal Position | | | | | |

| Dates | | Name, Address and Telephone of Employment | Rates of Pay | | Supervisor's Name and Title |
|------------------------------------------|------------|----------------------------------------------------------------------------------------------------------|--------------|--------|-----------------------------|
| From Mo./Yr. | To Mo./Yr. | | Start | Finish | |
| 5/2015 | 10/16 | Provincetown Police Department 26 Shank Painter Road Provincetown, MA Community Service Officer | | | Jim Golden Police Chief |
| Reason for Leaving: Seasonal Position | | | | | |

b. Have you ever been disciplined or forced to resign because of misconduct or unsatisfactory employment? Yes [] No [XX] If yes, give details:

c. Are you eligible for rehire with each of your former employers? Yes [XX] No [] If no, please explain: _____

WELLFLEET POLICE DEPARTMENT SUMMARY SHEET OF APPLICANT'S INFORMATION

Applicant's Name: Robbins Kyle J.
(Last) (First) (Middle)

The following information is a summary of information provided as part of a 10 page application packet. The entire application is available for your review if you so desire.

I PERSONAL HISTORY

Address: _____
(Number & Street)
Walpole MA 02081
(City/Town) (State) (Zip)

II EDUCATION

| | School Name, Address and Phone Number | Graduated Yes/No | Number of Years Attended | Degree | Major |
|---------------|-------------------------------------------------------------------------|------------------|--------------------------|---------|------------------|
| High School | Walpole High School 275 Common Street Walpole, MA 02642 | Yes | 4 | Diploma | |
| Undergraduate | Westfield State University 577 Western Avenue Westfield, MA 01086 | Yes | 3 | B.S. | Criminal Justice |
| Graduate | | | | | |
| Other | | | | | |

- b. Have you attended or are attending a Reserve Police Academy? Yes [XX] No [] If yes, give details to include completion date: Plymouth Police Academy 2019
- c. Have you attended or are attending a Full Time Police Academy? Yes [] No [XX] If yes, give details to include completion date: _____
- d. Do you have a First Responder certificate? Yes [XX] No [] Exp. Date: 9/2021
- e. Do you have a CPR certificate? Yes [XX] No [] Exp. Date: 9/2019

f. List any special abilities, interests, sports or hobbies along with degrees of proficiency:

EMT Training, College / National level wrestler, semi-pro rugby

g. List any special equipment or computer systems with which you have experience.

Microsoft Office (and similar)

III EMPLOYMENT HISTORY

| Dates | | Name, Address and Telephone of Employment | Rates of Pay | | Supervisor's Name and Title |
|--------------|------------|-------------------------------------------------------------------------------|--------------|--------|-------------------------------|
| From Mo./Yr. | To Mo./Yr. | | Start | Finish | |
| 06/2017 | N/A | Scorpion Bar 253 Patriot Place Foxborough, MA 02035 Security officer | | | DJ Langan, General Manager |

Reason for Leaving:

N/A

| Dates | | Name, Address and Telephone of Employment | Rates of Pay | | Supervisor's Name and Title |
|--------------|------------|---------------------------------------------------------------------------------------------|--------------|--------|-----------------------------|
| From Mo./Yr. | To Mo./Yr. | | Start | Finish | |
| 6/2012 | N/A | Norfolk County Tick & Mosquito Service 284 Common Street Walpole, MA 02081 Foreman | | | Adam Niden, Owner |

Reason for Leaving:

N/A

| Dates | | Name, Address and Telephone of Employment | Rates of Pay | | Supervisor's Name and Title |
|--------------|------------|-------------------------------------------------------------------------|--------------|--------|-----------------------------|
| From Mo./Yr. | To Mo./Yr. | | Start | Finish | |
| 6/2012 | 9/2014 | Team OPS 1 Patriot Place Foxborough, MA 02035 Security Officer | | | Mike Zorkin, Supervisor |

Reason for Leaving:

b. Have you ever been disciplined or forced to resign because of misconduct or unsatisfactory employment? Yes [] No [XX] If yes, give details:

c. Are you eligible for rehire with each of your former employers? Yes [XX] No [] If no, please explain: _____



BOARD OF SELECTMEN

AGENDA ACTION REQUEST
Meeting Date: March 26, 2019

VI

BUSINESS – A

| | |
|-------------------------|-----------------------------------------------------|
| REQUESTED BY: | Beach Administrator |
| DESIRED ACTION: | Summer Surf Instruction Discussion |
| PROPOSED MOTION: | TBD |
| ACTION TAKEN: | Moved By: _____ Seconded By: _____ Condition(s): |
| VOTED: | Yea _____ Nay _____ Abstain _____ |

Courtney Butler

From: Dan Hoort
Sent: Monday, March 11, 2019 12:11 PM
To: Suzanne Thomas
Cc: Jeanne Maclauchlan; Courtney Butler
Subject: RE: Requests for Permission to Use Town Property

Suzanne,
How about if we put the question of whether to allow surfing instruction on the 03/26/19 BOS agenda?

Dan

From: Suzanne Thomas <Suzanne.Thomas@wellfleet-ma.gov>
Sent: Thursday, March 7, 2019 3:23 PM
To: Dan Hoort <Dan.Hoort@wellfleet-ma.gov>
Cc: Jeanne Maclauchlan <Jeanne.Maclauchlan@wellfleet-ma.gov>
Subject: Requests for Permission to Use Town Property

Dan,

Allowing surfing lessons may not be a good thing this summer. Nauset has decided against allowing them and I believe the CCNS is leaning in the same direction. Before our regulars apply for permission, I would like to have this discussion with our liability carriers, Town Counsel and of course, the Selectboard. It would be a one year hiatus so that the Town can get a better idea of what is appropriate long term. Speaking of liability, I did meet with the Clever Buoy proponents yesterday and urged them to put their proposal in written form and submit it for consideration to you and the Selectboard. They are oblivious of the permitting process and haven't even started and I don't want them galloping in in June and there being no decision made about their proposal.

Suzanne

Suzanne Grout Thomas
Director of Community Services
Town of Wellfleet
715 Old Kings Highway
Wellfleet, MA 02667
508-349-0324
774-353-7456

To: Board of Selectmen

Cc: Dan Hoort, Town Administrator

From: Suzanne Grout Thomas, Director of Community Services

Date: March 20, 2019

Re: Issuing permits for Surfing/SUP Board lessons

In the presence of heightened awareness of the presence of Great White Sharks in our waters, the question arises about the permitting of private individuals and companies who provide lessons in those waters.

Nauset Beach in Orleans will not be permitting surfing lessons this year. The CCNS will permit them. I have been approached by several of the owners of these companies about whether Wellfleet will or will not permit them this summer.

A few things to consider:

- Every successful applicant is required to provide liability insurance for \$1,000,000 naming the Town of Wellfleet as also insured. You may want to check with our liability insurance carrier to determine if this is enough coverage.
- The degree of dangerousness is probably neither less or greater than it was last summer. Anyone who chooses to swim or recreate in our waters does so at their own risk.

My recommendation is to go forward as usual pending a recommendation from our insurance carrier on the dollar amount of the liability coverage provided by the applicants.

Courtney Butler

From: Dan Hoort
Sent: Thursday, March 21, 2019 9:33 AM
To: Courtney Butler
Cc: Suzanne Thomas; Sacred Surf School; Joseph Powers
Subject: RE: Use of Town surf/SUP lessons

Courtney,

Please include Zach's letter in the Selectmen's packet for Tuesday night under Business Item A.

Thanks,
Dan

From: Sacred Surf School <sacredsurfschool@gmail.com>
Sent: Wednesday, March 20, 2019 4:10 PM
To: Dan Hoort <Dan.Hoort@wellfleet-ma.gov>
Cc: Suzanne Thomas <Suzanne.Thomas@wellfleet-ma.gov>
Subject: Use of Town surf/SUP lessons

Hi Dan,

Suzanne recommended I reach out to you re surf/SUP lessons and tours for this summer. I understand that this is on the agenda for the March 26th meeting. I am currently out of town but wanted to shoot an email over to be considered for the meeting.

This will be our tenth season holding Use of Town permits with Wellfleet. I understand safety is a major concern this season and is always our top priority. Our safety plan for the summer is as follows:

All instructors are CPR and First Aid certified and highly experienced surfers and instructors. This year we will also be requiring all instructors to take a "Stop the Bleed" course. Along with our usual first aid gear, we will be adding a full trauma kit to our "lesson bag", which will include necessary stop the bleed items – i.e tourniquet, hemostatic gauze, and cell phone (if needed service can be obtained at the top of stairs when lifeguards are off duty, although it is my understanding call boxes will be available this year). We will ensure that our instructors can be competent first responders until lifeguards and/or other necessary emergency personnel are on the scene. We have a great relationship with all the lifeguards and will continue to work collaboratively with them. Furthermore, we are utilizing SharkShield devices during lessons. While I am aware these are not surefire devices, it adds a degree of comfort for our instructors and seems to be the best available option on the market. We are not using the Shark Shield devices as a marketing technique. Lastly, we are further limiting the conditions we teach in this season to ensure that all lessons take place in shallow water - i.e instructors and students can stand on the low tide sand bars. If the conditions do not allow for this, lessons will not run.

I understand that this season is different, however I do believe that the surf schools can add a degree of safety. We have an intimate knowledge of the sandbars, tides and conditions that inherently make being in the water safer. We have been applying this knowledge base to our lessons for years - i.e teaching on long flat sandbars. Rather than people renting or borrowing boards and aimlessly floating around, I believe that surf schools can provide a more structured and safe environment in the water. I have been in touch with Katy Weeks who runs Sugar Surf and she is also on a similar page.

Wellfleet is truly a unique and incredibly approachable place to learn how to surf in the summer. While it seems that times are indeed changing, with proper awareness and the implementing of necessary

precautions I believe that surf lessons can take place in a safer manner. Hopefully, in the years to come even more safety and mitigation measures will be put in place to ensure that people can continue to enjoy the ocean beaches of Wellfleet into the future. Our business depends on these permits to operate. I hope you will take this into consideration for the season.

Cheers,

--

Zach Pawa

Owner

508-514-1555



BOARD OF SELECTMEN

AGENDA ACTION REQUEST
Meeting Date: March 26, 2019

VI

BUSINESS –B

| | |
|-------------------------|-----------------------------------------------------------------|
| REQUESTED BY: | Assistant Town Administrator |
| DESIRED ACTION: | Marijuana Community Host Agreement CCC Wellfleet RE, LLC |
| PROPOSED MOTION: | TBD |
| ACTION TAKEN: | Moved By: _____ Seconded By: _____ Condition(s): |
| VOTED: | Yea _____ Nay _____ Abstain _____ |

**TOWN OF WELLFLEET AND
CCC Wellfleet NV, LLC
HOST COMMUNITY AGREEMENT**

This Host Community Agreement (“Agreement”) is entered into this ___nd day of _____, 2019 by and between CCC WELLFLEET NV, LLC., a Massachusetts corporation, and any successor in interest, with a principal office address of 101 Arch Street, 8th Floor Boston, Massachusetts 02110 (the “Company”), and the TOWN OF WELLFLEET, a Massachusetts municipal corporation with a principal address of 286 Main St, Wellfleet, MA 02667 (the “Town”) (Company and Town, collectively the “Parties”), acting by and through its Selectboard in reliance upon all of the representations made herein.

WHEREAS, the Company wishes to locate an approximately 3,998 square foot Adult Use Retail Marijuana Establishment (“RME”) for the retail sales of adult use marijuana and marijuana products at a parcel of land with approximately 1.10 acres located at 1446 State Highway, Wellfleet, Barnstable County, Massachusetts, more accurately described by the deed recorded with the Barnstable County Registry of Deeds Book 26655, page 140 (the “Property”), in accordance with and pursuant to applicable state laws and regulations issued by the Cannabis Control Commission (“CCC”), or such other state licensing or monitoring authority, as the case may be (each a “Licensing Authority,” and collectively “Licensing Authorities”), including, but not limited to 935 CMR 500.000, and such approvals as may be issued by the Town in accordance with its Zoning Bylaws and other applicable local regulations; and

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

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

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

1. Recitals

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

2. Annual Payments

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

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

A. Community Impact Fee

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

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

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

B. Additional Costs, Payments and Reimbursements

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

C. Annual Reporting for Host Community Impact Fees

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

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

During the term of this Agreement and for one (1) year following the termination of this Agreement, and if the parties do not enter into another subsequent agreement, the Company shall agree, upon request of the Town and for good reason to once have its financial records examined, copied, and audited by an Independent Financial Auditor, the expense of which shall be borne by the Company. Any additional audits shall be also for good reason and paid for by the Town and shall not be conducted more than once a year. The Independent Financial Auditor shall review the Company's financial records for purposes of determining that the Annual Payments are in compliance with the terms of this Agreement. Such examination shall be made not less than thirty (30) days following written notice from the Town and shall occur only during normal business hours and at such place where said books, financial records and accounts are maintained. The Independent Financial Audit shall include those parts of the Company's books and financial records which relate to the payment and shall include a certification of itemized gross sales for the previous calendar year, and all other information required to ascertain compliance with the terms of this Agreement. The independent audit of such records shall be conducted in such a manner as not to interfere with the Company's normal business activities.

3. Local Vendors and Employment

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

4. Local Taxes

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

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

5. Security

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

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

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

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

6. Community Impact Hearing Concerns

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

7. Additional Obligations

A. Permitting

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

B. Retained Authority of the Municipality

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

C. Annual Reporting

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

D. Annual Inspections

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

E. Limitations on Other Uses

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

F. Senior Discount

The Company will stock a designated and affordable line of products commonly used by senior citizens and will apply a Senior Citizen discount of up to fifteen percent (15.0 %) to the sale price of these specific products for all actual customers sixty-five (65) years old or older.

G. Improvements to the Property

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

8. Re-Opener/Review

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

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

9. Municipal Support

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

of conduct and in accordance with its rules and regulations and any statutory guidelines governing them.

10. Term

Except as expressly provided herein, this Agreement shall take effect on the date set forth above and shall be applicable for as long as the Company operates the RME in the Town with the exception of the Community Impact Fee, which shall be subject to the five (5) year statutory limitations of G.L. c.94G, §3(d). In the event the Company has not secured a final license from the CCC and all necessary local permits from the Town and commenced operations at the RME within two (2) years from the date this Agreement takes effect, this Agreement shall expire and the Company shall be required to negotiate a new Host Community Agreement in order to operate the RME within the Town. The Selectboard, in its discretion, may agree to an extension of the two (2) year expiration, for good cause, which shall include the time required to pursue or await the determination of an appeal of any permits required for the operation of the RME, the special permit or other legal proceeding.

11. Successors/Assigns

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

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

12. Notices

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

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

To Licensee: CCC Wellfleet NV, LLC.
101 Arch Street, 8th Floor
Boston, Massachusetts 02110
By e-mail: drpike@nv-ccc.com

Copy to: Law Office of John W. Kenney, Esq.
1550 Falmouth Road, Ste 12
Centerville, MA 02632

13. Severability

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

14. Governing Law

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

15. Entire Agreement

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

16. Amendments/Waiver

Amendments, or waivers of any term, condition, covenant, duty or obligation contained in this Agreement may be made only by written amendment executed by the Wellfleet Selectboard, or its

designee and an authorized representative from CCC Wellfleet NV, LLC, prior to the effective date of the amendment.

17. Headings

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

18. Counterparts

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

19. Signatures

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

20. No Joint Venture

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

21. Nullity

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

22. Indemnification

The Company shall indemnify, defend, and hold the Town harmless from and against any and all claims, demands, liabilities, actions, causes of actions, defenses, proceedings and/or costs and expenses, including attorney's fees, brought against the Town, their agents, departments, officials, employees, insurers and/or successors, by any third party arising from or relating to the development of the Property and/or RME. Such indemnification shall include, but shall not be limited to, all reasonable fees and reasonable costs of attorneys and other reasonable consultant

fees and all fees and costs (including but not limited to attorneys and consultant fees and costs) shall be at charged at regular and customary municipal rates, of the Town's choosing, incurred in defending such claims, actions, proceedings or demands. The Company agrees, within thirty (30) days of written notice by the Town, to reimburse the Town for any and all costs and fees incurred in defending itself with respect to any such claim, action, proceeding or demand. To the extent that any of the Town's insurance policies provide coverage for any Claim to which indemnity is being sought hereunder, the Town shall be requested to first submit the Claim to its insurance carrier before seeking indemnity from the Company, and the Company shall only be required to indemnify the Town to the extent there is no coverage.

23. Third-Parties

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

24. Termination

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

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

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

TOWN OF WELLFLEET

CCC WELLFLEET NV, LLC.

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

David R. Pike
President

653475/WELL/0001

4818-7793-6000.3



BOARD OF SELECTMEN

AGENDA ACTION REQUEST
Meeting Date: March 26, 2019

VI

BUSINESS – C

| | |
|-----------------------------|-----------------------------------------------------------------------------------------|
| REQUESTED BY: | Assistant Town Administrator |
| DESIRED ACTION: | Marijuana Community Host Agreement, Change of Address – Nature’s Alternative |
| PROPOSED MOTION: | TBD |
| ACTION TAKEN: | Moved By: _____ Seconded By: _____ Condition(s): |
| VOTED: | Yea _____ Nay _____ Abstain _____ |



La Tanzi
Spaulding
& Landreth

8 Cardinal Lane
Orleans

14 Center Street, Suite 4
Provincetown

3010 Main Street, Suite 2E
Barnstable

Benjamin E. Zehnder
508.255.2133 ext. 128
bzehnder@latanzi.com

February 21, 2019

Janet Reinhart, Chair,
Wellfleet Select Board
300 Main Street
Wellfleet, MA 02667

Via first class mail and email to Dan.Hoort@wellfleet-ma.gov

Re: Nature's Alternative Inc. / First Amendment of Community Host Agreement

Dear Ms. Reinhart and Select Board Memebers:

I am writing to request that you approve an amendment of the December 11, 2018 Host Community Agreement for my client Nature's Alternative, Inc. to change the proposed retail sales of marijuana location from 1446 State Highway to 2393 State Highway. A proposed Amendment is enclosed for your review.

I ask that you place this matter on your next available agenda for review and action. I will plan on attending to answer any questions and will bring with me a representative of my client as well.

Thank you and my regards,

Very truly yours,

Benjamin E. Zehnder

BEZ/
cc via email only:
Joseph Powers
Katherine Laughman
David Miller

FEB 25 2019

A Legal Beacon since 1969

**TOWN OF WELLFLEET AND
NATURE'S ALTERNATIVE, INC.
FIRST AMENDMENT TO HOST COMMUNITY AGREEMENT**

First Amendment made this ____ day of _____, 2019, by and between NATURE'S ALTERNATIVE, INC., a Massachusetts corporation, and any successor in interest, with a principal office address of 2 Seaport Lane, Boston (the "Company"), and the TOWN OF WELLFLEET, a Massachusetts municipal corporation with a principal address of 300 Main St, Wellfleet, MA 02667 (the "Town") (Company and Town, collectively the "Parties"), acting by and through its Selectboard.

WHEREAS, on or about December 11, 2018, the parties entered into a Host Community Agreement for an Adult Use Retail Marijuana Establishment ("RME") for the retail sales of adult use marijuana and marijuana products at 1446 State Highway, Wellfleet, Barnstable County, Massachusetts (the "Property") and (the "Agreement"); and

WEHREAS, the Company now intends to instead locate its proposed RME at 2393 State Highway, Wellfleet, Barnstable County, Massachusetts (the "Amended Property");

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

1. The location for the RME shall be and hereby is amended to be approximately 4,000 square feet of space located at 2393 State Highway, Wellfleet, Barnstable County, Massachusetts, more accurately described by the deed recorded with the Barnstable County Registry of Deeds Book 11414, Page 218.

In all other respects the Agreement as amended is hereby ratified and confirmed.

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

TOWN OF WELLFLEET

NATURE'S ALTERNATIVE, INC.

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

Andrew J. Medeiros, President



BOARD OF SELECTMEN

AGENDA ACTION REQUEST
Meeting Date: March 26, 2019

VI

BUSINESS –D

| | |
|-------------------------|-----------------------------------------------------------------------------------------------------------------|
| REQUESTED BY: | Assistant Town Administrator |
| DESIRED ACTION: | Presentation of an adult use marijuana establishment – retail and medical dispensary – The Old Bank, LLC |
| PROPOSED MOTION: | TBD |
| ACTION TAKEN: | Moved By: _____ Seconded By: _____ Condition(s): |
| VOTED: | Yea _____ Nay _____ Abstain _____ |

The Old Bank

Cannabis Dispensary

10 Main Street, Wellfleet MA



The Old Bank's Mission:

The Old Bank's mission is to provide the local community of Wellfleet and its visitors a place to learn about and purchase high quality cannabis and cannabis-infused products, in a safe, welcoming, and judgement-free environment.

The Old Bank (TOB) is dedicated to offering local products, paying local employees a living wage, respecting our environment, and improving the connotation of what it means to be a seller or buyer of cannabis.

Experienced Local Leadership



Zachary Ment
Founder & CEO

Zachary has been working as the Vice President of Operations at Native Sun Wellness in Brighton MA since May 2018 where he has overseen the State and local licensing for medical and recreational marijuana.

Zachary arrived at NSW with over 9 years of Investment Finance, Human Resources and Small-business experience. He is an Associate Board Member of the Andrew Goodman Foundation, a non-profit dedicated to protecting voting rights for all Americans. And Zachary holds a B.S. in Industrial Labor Relations, from Cornell University.

Zachary's life and career was transformed forever when he witnessed the benefits of medical marijuana during his mother's battle with breast cancer in 2015-16. As her disease progressed, medical marijuana provided her the relief that modern pharmaceuticals could not. The legal and physical risks that her loved-ones took to obtain a simple herb was a risk Zac decided no family should have to take and decided to dedicate his career to responsibly increasing access to cannabis.



Trudy Vermehren
CFO

Trudy is an experienced local business women, and an active and caring member of the community. She owned and ran a successful local landscape business, Fieldworks Landscape for 25 years. Fieldworks specialized in organic, sustainable landscape design and maintenance, providing rewarding work and a living wage to its employees. Trudy is currently the owner and founder of The Fox and Crow Cafe, featuring organically sourced foods made from in-house.

Trudy has also been an active participant in local government. She served on Wellfleet's Conservation Commission for 9 years, as the Chair for 4 years. She is a member of the non-profit Wellfleet Arbor Committee, striving to plant more trees in public spaces.



Second to None Operational Expertise



Michael Drayer
Director of Retail Operations

Michael Drayer brings over 8 years of experience providing services in the medical marijuana industry. In 2010, Michael began consulting for SJK, LLC, which ran two non-profit cannabis collectives in Long Beach, California. At SJK, Michael trained and educated staff on product, product packaging & handling, patient education, and product administration, as well as POS system training, scheduling, inventory management, and accounting.

Michael currently serves as Director of Cultivation in Massachusetts for MD Holistics, Inc., as well as Ipswich Pharmaceutical Associates, and Native Sun Wellness.

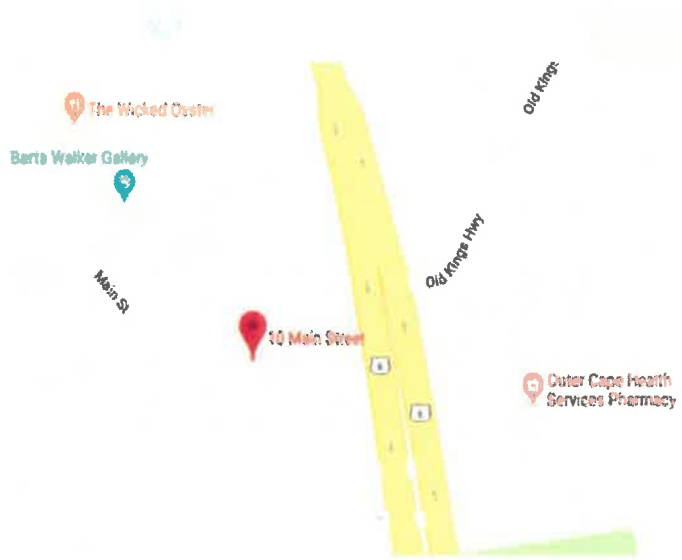


Eddie Dominguez
Director of Security

Eddie Dominguez has a Masters degree in Criminal Justice. He served 29 years in the Boston Police Department working 23 of those years in the Narcotics Unit with the last 11 assigned to an FBI Task Force. Dominguez worked for Major League Baseball for 15 years as a Security consultant and later on as a Senior Investigator. As a security consultant for MLB, Dominguez implemented and oversaw Stadium Security measures for Stadiums in the US such as Fenway Park and internationally, in locations such as Venezuela, Cuba, Mexico and the Dominican Republic.

Dominguez, working with former Boston Police Chief Daniel Linskey, has implemented and overseen security measures for various different Medical Marijuana Dispensaries in Massachusetts.

10 Main Street - The Site



- TOB has executed a Binding Letter of Intent to lease the property from the current owner for this use.
 - See Attached “Letter of Intent”
- Zoned in the CD “Central District”
- Further than 500 ft from a school... as per the most stringent interpretation of 935 CMR 500
- Ample on site parking

Existing Conditions



Build-Out Design & Engineering

- Existing Conditions Drawings Complete
- Design and draft floor plans in progress
- (please see attached proposal from Elton+Hampton Architects)
- In preliminary discussions with Civil, Traffic and Structural Engineers - all standing by, if and when needed



Parking and Traffic

- The proposed use has similar off street parking needs as the property's previously permitted use as a retail bank and offices.
- Despite heightened excitement around legalization and long lines at the first stores to open, expected traffic in the medium term is not significantly higher than any other retail use *and* is unlikely to cause a significant disruption to the flow of traffic on Main Street.

~~~~~ **However** ~~~~~

- If the current excitement surrounding legalization endures, and the Town has *any* concern about traffic causing a hazard to the community, TOB is more than willing to take mitigating measures that have proven to be effective: for example, an appointment only policy.
- TOB has retained VHB Traffic Engineers to conduct any traffic study the Town deems necessary.

# Security

- To obtain a Final Certificate of Registration from the CCC, TOB will have to demonstrate full compliance with 935 CMR 500.110: Security Requirements for Marijuana Establishments including:
  - Alarms
  - Cameras
  - Sufficient lighting
  - Seed to sale software and reporting
  - Plan to avoid and report diversion
- TOB views the above security requirements as an absolute minimum level of security that we plan to far exceed on every count.
- TOB's Director of Security Eddie Dominguez's status as a founding member is indicative of how committed we are to the security of our property, personnel, clientele, and the entire host community.
- TOB has been (and will remain) in contact with the Wellfleet PD and will continue to develop and foster a working relationship with local and state law enforcement

# Social Responsibility

- TOB is committed to building social and environmental responsibility into the foundation of our business by

- Hiring local contractors and employees whenever possible
- Paying our workers a living wage
- Giving priority to locally sourced products
- Reducing our carbon footprint with a carbon-neutral goal

- For example, TOB is pursuing a partnership with Sana Packaging, to exclusively package our products in their new line of **reclaimed ocean plastic** cannabis packaging.



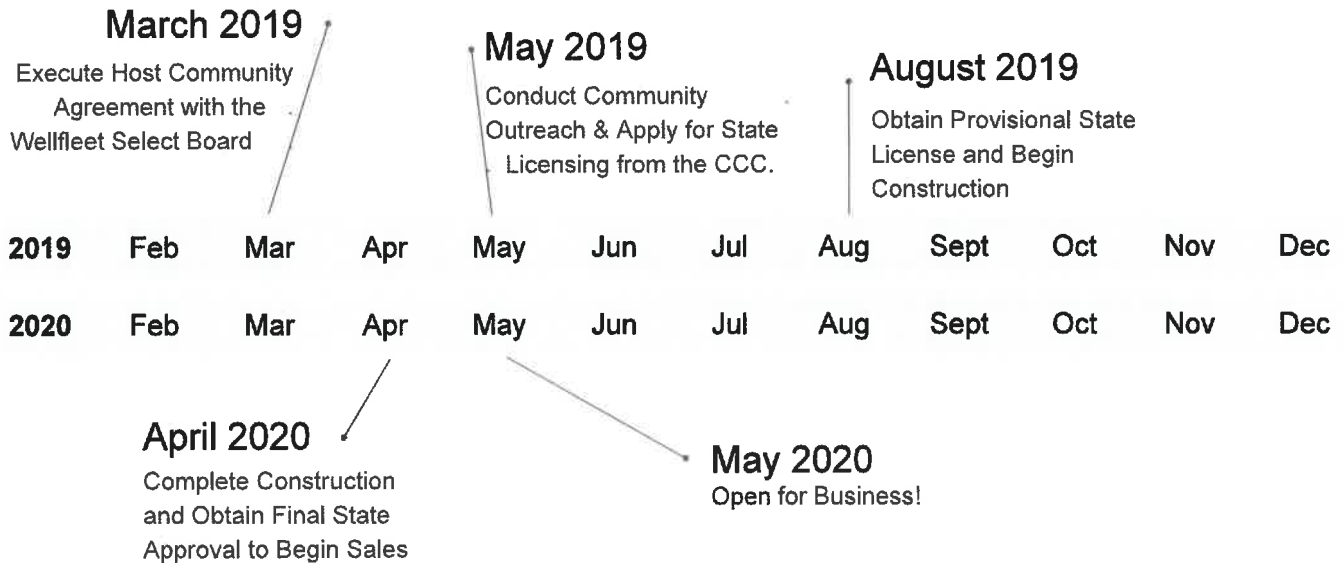
Please visit: <https://www.sanapackaging.com/#home-section> for more info

# Compassion

- **TOB believes that patients in need should have convenient access to affordable products, especially under financial distress**
  - **We understand that there is a need for medicinal cannabis in Wellfleet, and will consider all options to obtain a medical license alongside our “adult use” license**
  - **However, our current business model as a vender of marijuana products without a dedicated grow facility is not yet permitted under state law.**
  - **If that law changes, or we become able to produce our own medical product, TOB pledges that it make every effort to become licensed as a medical dispensary as well.**
  - **Until that time, TOB will offer discounted\* medical grade products to local DPH registered medical patients.**

\*If allowed by the CCC, discounts would be at least equal to the 20% recreational state sales tax, and deeper for patients with a demonstrated need.

## Milestone Goals



# State Licensing Process

## Step 1

Execute Community Host Agreement with the Select Board (preliminary town approval)



## Step 2

Conduct Community Outreach Meetings



## Step 3

Submit proof of Step 1 & 2 along with all operating procedures, plans, background



## Step 4

Build-out store, obtain final state and local approvals, and open for business.



# Financial Projections

## Base Case Revenue & Profit Assumptions

| Wellfleet population |       | Use Rate .2 / Market Share .25 | Monthly Active Patrons | Average monthly spend \$246    | Months at each Population | Totals and Notes      |                                 |
|----------------------|-------|--------------------------------|------------------------|--------------------------------|---------------------------|-----------------------|---------------------------------|
| Year Round           | 2736  | 20%                            | 25%                    | <a href="#">Link to Source</a> | 8                         | <b>\$1,745,222.40</b> | <b>Projected Year 1 Revenue</b> |
| Summer               | 30000 | 547.2                          | 137                    | \$33,652.80                    | 4                         | \$269,222.40          | Winter                          |
|                      |       | 6000                           | 1500                   | \$369,000.00                   |                           | \$1,476,000.00        | Summer                          |
|                      |       |                                |                        |                                |                           | <b>\$610,827.84</b>   | <b>EBITDA</b>                   |
|                      |       |                                |                        |                                |                           | -\$150,000            | Interest 10% of \$1.5mm         |
|                      |       |                                |                        |                                |                           | -\$226,879            | Taxes 28% of Gross(50%)         |
|                      |       |                                |                        |                                |                           | -\$50,000             | Dep. & Amort startup & buildout |
|                      |       |                                |                        |                                |                           | <b>\$183,949</b>      | <b>Net Profit Projection</b>    |

| AVERAGE     | Visits/mnth/patron   | visits / Day | Transaction time                       |
|-------------|----------------------|--------------|----------------------------------------|
| Off season  | 2                    | 9            | 5-10 minutes                           |
| High Season | 2                    | 100          | 5-10 minutes                           |
| Peak Hours  | 50% of traffic 6-8pm | 25           | up to 6 concurrant patron interactions |

| Upside Factors                   | Effect     | on Revenue          | on EBITDA          | Downside Factors            | Effect                         | on Revenue       | on EBITDA       |
|----------------------------------|------------|---------------------|--------------------|-----------------------------|--------------------------------|------------------|-----------------|
| Customers from neighboring towns | up to 2x   | \$3,490,445         | \$1,221,656        | Market Share falls to 1/8th | half on both                   | \$872,611.20     | \$305,413.92    |
| Delivery                         | up to 3x   | \$5,235,667         | \$1,832,484        | Prices fall by 2/3          | reven drops to -no margin gain | \$581,740.80     | \$203,609.28    |
| Increased social acceptance/use  | up to 1.5x | \$2,617,834         | \$916,242          | EBITDA Margins fall to 20%  | rev flat, profit nearly halves | \$1,745,222.40   | \$349,044.48    |
| <b>Total effect by Y3:</b>       |            | <b>\$11,343,946</b> | <b>\$3,970,381</b> | <b>Total effect:</b>        |                                | <b>\$287,962</b> | <b>\$67,592</b> |

# ELTON+HAMPTONARCHITECTS

March 5, 2019

Zachary Ment  
Old Bank LLC  
10 Main Street  
Wellfleet, MA

RE: 10 Main Street, Wellfleet, MA

Dear Zac,

We are excited that you have asked Elton Hampton Architects (EHA) to propose services for the fit out of your cannabis dispensary facility in the former retail space at 10 Main Street. We are pleased that you consider our services appropriate to your project.

This proposal will be as concise as possible. EHA intends to be completely responsive to the needs of this project, so if we missed a detail please know that it was unintended and we would be pleased to fill in the blanks. If you would like more history or references for the firm, please do not hesitate to ask for those or to go to the company website at [www.eltonhamptonarchitects.com](http://www.eltonhamptonarchitects.com). Elton Hampton Architects is proud of its history of successful projects and our ability to deliver high quality, durable, and sustainable architectural projects, which not only function well and are architecturally pleasing, but also save on initial as well as long term energy and maintenance costs.

Elton+Hampton Architects would like to propose our architectural services for your Wellfleet project. Our commitment to socially and environmentally responsible architecture reveals itself through a large range and scale of projects. As you peruse our projects, you will find fit outs for socially conscious offices and for medical marijuana dispensaries, Cohousing projects, safe homes for families escaping domestic violence, mental health clinics, community scale smart growth projects, large scale affordable housing partnerships, veterans housing, energy efficient warehouses for Fair Trade coffee roasting and distribution and indoor sports facilities. In every case, the health of the planet, the health of our communities, and the health of our clients take precedent over any other considerations.

EHA is particularly strong at building an integrated design and development team. We have a good track record with a very experienced team of experts. We have a long history of running early project team workshops including clients, general contractors and engineers in order to build understanding of goals and finish priorities so that on-going partnering ensures successful communications and, ultimately, on time and on budget projects.

Elton+Hampton Architects is a highly experienced full service architectural and planning firm. We are small enough to be nimble and very responsive to our clients needs, yet large enough and experienced enough to handle projects of all scales. Our reputation for cost-effective design work is well known, as is our success at working with clients, engineers, and contractors. EHA is familiar with the Cape and we are well known for our proactive approach to engaging the local building departments early in the project to avoid misunderstandings and to promote a smooth running relationship.

While Melissa Piper and Bruce will be the principal contacts, there will be at least two additional people in the office who will be fully conversant in all aspects of the project during the time EHA is involved. EHA now has a total staff of eight including principal, senior architects, and designer/draftspersons.

*103 TERRACE STREET  
ROXBURY, MA 02120*

*PH. 617.708.1071  
FX. 810.963.0443*



# ELTON+HAMPTONARCHITECTS

## Contacts:

Elton+Hampton Architects  
103 Terrace Street, Roxbury Crossing, MA 02120  
Melissa Lily Piper Worth, Designer  
Bruce Hampton, AIA, LEED AP  
Office: 617-708-1071  
[www.eltonhamptonarchitects.com](http://www.eltonhamptonarchitects.com)  
[mpjper@eltonhamptonarchitects.com](mailto:mpjper@eltonhamptonarchitects.com)  
[bruce@eltonhamptonarchitects.com](mailto:bruce@eltonhamptonarchitects.com)

## Areas of Expertise:

### **Sustainable Design:**

EHA has a number of innovative projects in the Boston metro area from the first green affordable housing project (Erie Ellington Homes), the first large scale residential ground source heat pump system (Cambridge Cohousing), the first residential centrally distributed bio-diesel co-generation (Everett Hano) the first Lawrence PV installation for home ownership (Scarito Homes), well water cooling at Our House for Design and Technology, to the US's largest Deep Energy Retrofit (Castle Square).

Our team has garnered many awards for its sustainable architectural design work:

- 2012 USGBC LEED Platinum for Castle Square Apartments
- 2007 MA Committee on the Environment Green Building Award: Our House for Design
- 2003 Green Building Award "Places of Work" (NESEA) for The Family Center
- 2001 Energy Value in Housing Award (NAHB) Silver Metal Award to Erie Ellington
- 2000 Sustainable Housing Award (BSA) COTE to The Erie Ellington Homes Project
- 1998 Earth Day Top Ten Design Award (AIA) Cambridge Cohousing Project
- 1997 Energy Value in Housing Award (NAHB) Elm Street Condominiums

### **Medical Marijuana:**

Much of our work today is based in either cultivation facilities or dispensaries for cannabis. We have designed 250,000 sf of cultivation space and 25 dispensaries in several states. EHA is very conversant in the regulations governing RMD's in Massachusetts and other states.

### **Community Process:**

While we suspect the Wellfleet project will involve few decision makers, we are experienced at conducting staff and management charrettes and planning meetings in order to clearly define the program and process for a successful project. We understand the value of stakeholders input and we know how to manage multiple decision-makers to the benefit of the project.

## In-House Team:

**Bruce M. Hampton, AIA, LEED AP:** Lead Architect

**Melissa Lily Piper Worth,** Staff Designer

**Elton+Hampton Architects** will apply more staff as required to accommodate the technical nature of this project. We have a long and successful history of on-time and on-budget projects.

Please feel free to browse our website at [www.eltonhamptonarchitects.com](http://www.eltonhamptonarchitects.com) for more projects and to gain a greater understanding of our approach to community-based projects. Our clients are very unique and our solutions to their diverse programs vary greatly.

*103 TERRACE STREET  
ROXBURY, MA 02120*

*PH. 617.708.1071  
FX. 810.963.0443*

# ELTON+HAMPTONARCHITECTS

## Team Members:

We understand that the project at 10 Main Street will require our typical consultants to help with your needs. We are listing our consultant partners for this project for reference only because we are confident in their skills and working styles:

**Civil Engineer:** Mike Joyce, Joyce Consulting Group,  
Mike has provided Civil Engineering and Survey work for years.

**Structural Engineer:** Kevin Finnegan and Simon Hung, **Northeastern Engineering**  
Kevin Finnegan and Simon Hung has been Elton+Hampton Architects' structural engineer for 10 plus years.

**Mechanical Engineer:** George Comatas, Norian Siani Engineering  
Norian Siani has been working on EHA projects for 9 years. They specialize in sophisticated engineering solutions and have a great deal of experience mixed-use buildings as well as energy efficient solutions.

**Fire Protection:** Jim McHugh, PE, JB Engineering  
Jim was a sprinkler installer and pipe fitter before becoming a registered Fire Protection engineer. He has been working with EHA for 20 years.

**Electrical Engineering:** John Murphy, EE, Murphy Electrical  
John's areas of expertise include Hospital and Healthcare facilities, residential (inclusive of LEED certification projects), office tenant fit-out, commercial, mercantile, industrial, transportation, railway systems, water treatment plants, laboratories, power quality analysis, cost analysis and peer review.

**Security:** George Agganis  
George is our go-to guy for cannabis protocols in Massachusetts and many other states. His background in law-enforcement and expertise in security devices and techniques helps both the writing of protocols and the executing of job requirements, making DPH approvals smooth.

Because we know projects in the cities and towns of the Commonwealth, it is important to stress that often Elton+Hampton Architects self-performs certain tasks better than our own consultants (lighting selection and layouts, fire alarm, etc.). That being said, we have worked quite successfully with our consultant team on projects of similar scale and complexity in bringing the right skills to the task at hand.

# ELTON+HAMPTONARCHITECTS

## Design Process

We understand that the project for the Old Bank is an iterative process. EHA will work with you to develop and refine the program for the Wellfleet facility. EHA will propose services to coordinate the work with the building owner's forces, to complete the permitting, and to successfully complete the construction oversight to the extent that you need it. More importantly is for us to provide services for you to succeed with both the Town of Wellfleet and with the Massachusetts Cannabis Control Commission Architectural Review (AR) process. From experience, you will need your security requirements designed early to succeed with DPH/ CCC.

EHA is fully versant in Revit and AutoCad so that coordination with building information modeling is not an issue for us. While meeting in person is essential at times, we can conduct meetings via the Web, access drawings via ftp protocols, and are currently using a cloud-based submittals exchange to ensure the smooth running of the construction process. EHA uses Revit, AutoCad, Sketchup and Photoshop to elicit the best of the views for your use.

## Current Work Load

EHA is fortunate to have been successful and busy right through the last economic downturn. The good news is that we have kept our strong staff together and working non-stop. We currently have a few jobs in full construction and at least five projects in final contract negotiations that will commence within weeks. So, we are fully engaged with construction administration. As such, we are ready and completely able to take on the construction documents and permitting phase of this project immediately.

## Schedule of Services

Elton Hampton Architects will provide construction documents based on your design input. It is our assumption that EHA will coordinate the various drawing packages for permits and for regulatory review. We will have our building engineers supply all necessary drawings and specifications for the heating, cooling and ventilation, plumbing, and electrical scope. EHA will provide architectural work and oversight and assist you through the CCC hurdles. On-site architectural representation (Clerk of the Works), professional cost estimates, civil engineering and survey, testing, environmental, energy modeling, and geo-technical engineering are not included in our proposal. We would be happy to either provide those tasks as additional services or coordinate the work of any owner's consultants as needed.

Our services will include schematic, design development for initial AR and planning/zoning board presentations, construction documents, bid or negotiation if needed, and construction administration to the extent needed. You can assume that Melissa or Bruce will be on site during construction for project review and observation as often as once a week during active construction.

We are happy to proceed on an hourly T &M basis. Once we establish the final scope, we can either continue on an hourly basis or move to a fixed price contract based on that scope. Should the scope of work change substantively, we would like the opportunity to negotiate fair compensation for the added scope.

Again, the phases are not absolute, and you can assume that Elton Hampton Architects intend to provide all the services typically required to achieve a well-run project. Our typical hourly fees are based on the following:

|                               |                     |
|-------------------------------|---------------------|
| Architect/Principal           | \$150.00 per hour   |
| Architect/Senior Designer     | \$100.00 per hour   |
| Technical Drafting            | \$ 85.00            |
| Consultants (Engineers, etc.) | 1.1 x Amount Billed |

Postal, publications (codes), long distance telephone calls (beyond the 617/508/781/978 area), faxes, reproduction, CADD plotting, photography, specialty parking, printing, reproduction services, and courier/delivery services are also billed through at 1.1 times the amount billed as additional cost not included within fixed fee. Billing will occur on a monthly basis as the work is completed. Bills not paid within one month of billing date will be charged interest at a rate of one percent per month, compounded monthly.

103 TERRACE STREET  
ROXBURY, MA 02120

PH. 617.708.1071  
FX. 810.963.0443


# ELTON+HAMPTONARCHITECTS

EHA would be honored to work with you. We believe that our experience and successes around the country makes our firm fully ready to handle the complexity, process, and challenges provided by a project of this nature.

We have attached to this proposal our terms and conditions which our insurers like us to include. If you prefer for us to execute an AIA B109 for this contract, we are happy to do so. But this form of letter proposal and terms should suffice for our purposes.

We hope that this proposal outlines the information that you need. Should you have any further questions, please do not hesitate to call. We have a history of being very responsive to our clients' realistic time requirements. We look forward to hearing from you.

Sincerely,



---

Bruce Hampton, AIA, LEED AP



---

Accepted: Zachary Ment      3/3/19  
The Old Bank LLC      date

# ELTON+HAMPTONARCHITECTS

## GENERAL TERMS AND CONDITIONS

The following general terms and conditions are incorporated into, and made part of, the attached proposals dated June 19, 2017 between Elton Hampton Architects (hereinafter referred to as "Architect") and The Old Bank LLC, (hereinafter referred to as Client and together are referred to as the Agreement).

### Scope of Services

Architect, as representative of the Client, shall perform the architectural services described in the attached proposal (or cover letter).

If Architect's services include the performance of any services during the construction phase of this project, it is understood that the purpose of any such service including any visits to the site will be to enable Architect to better perform the duties and responsibilities assigned to and undertaken by it as an experienced and qualified design professional, and to provide the Client with a greater degree of confidence that the completed work of the Contractor(s) will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by the Contractor(s). Architect shall not, during such visits or as a result of any observations of construction, supervise, direct or have control over Contractor(s) work nor shall Architect have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by the Contractor(s) or safety precautions and programs incident to the work of Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulation, ordinances, codes or orders applicable to Contractor(s) furnishing and performing their work. Architect does not guarantee the performance of the construction contract by the Contractor(s), and does not assume responsibility for Contractor(s) failure to furnish and perform their work in accordance with the Contract Documents.

Architect shall review and approve (or take other appropriate action in respect of Shop Drawings, samples and other data which Contractor(s) is (are) required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such review and approvals or other actions shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto. Architect's review of other action, as described above, shall not constitute approval of an assembly of which an item is a component, nor shall it relieve the Contractor(s) of (a) their obligations regarding review and approval of any such submittals; and (b) their exclusive responsibility for the means, methods, sequences, techniques and procedures of construction, including safety of construction.

### Client's Responsibilities

The Client shall provide full information for the project, including a program that describes objectives, budget with reasonable contingencies, schedule and constraints.

The Client shall furnish surveys describing the physical character, legal limits and descriptions of the site, the services of geotechnical engineers or other consultants when the Architect requests those services. Structural, mechanical, chemical, air and water pollution tests, and tests for hazardous materials as required by law or the Contract Documents shall be furnished by the Client, as well as legal, accounting and insurance counseling services as may be necessary during the course of the project.

### On Site Service During Construction

Should Architect's service be retained for construction administration on the job site during construction it is understood that in accordance with generally accepted construction practices, the Contractor shall be solely and completely responsible for working conditions on the work site, including safety of all persons and property during the performance of the work and compliance with OSHA Regulations and that these requirements shall apply continuously and not be limited to normal working hours. Any monitoring of the Contractor's performance by the Architect, or consulting engineers contracting directly to the Architect is not intended to include review of the adequacy of the contractor's safety measures in, on or near, the construction site.

It is further understood that on site services provided by Architect or any of its Consultants shall not relieve the Contractor of his responsibilities for performing the work in accordance with the plans and specifications.

### Right of Entry

Unless otherwise agreed, Client will furnish right of entry onto the land and/or facility for Architect to take field measurements and other appropriate observations. Architect will take reasonable precautions to minimize damage to the facility during all investigative work, but the fee does not include the cost for restoration of damage that may result from these investigations. If Architect is required to restore facility to its former condition, this cost will be added to the fee.

### Reimbursable Expenses

Normal reimbursable expenses are in addition to the fee services and shall be billed at 1.1 times the amount expended. Reimbursable expenses include expenses associated with the project such as: travel including transportation, meals and lodging, plotting, printing, copying and handling of documents, film and processing, telephone calls and other communications charges, postage and delivery, equipment for tests, and securing approval of authorities having jurisdiction over the project and not specified

103 TERRACE STREET  
ROXBURY, MA 02120

PH. 617.708.1071  
FX. 810.963.0443

# ELTON+HAMPTONARCHITECTS

as part of the fee.

## Payment

Invoices will generally be submitted once per month for services performed during the previous month. Payment must be made within thirty days of invoice date. Interest will be added to accounts in arrears at the rate of 1.5% per month (18% per annum) or the maximum rate allowed by law whichever is the lesser of the outstanding balance. (In the event Architect files suit or engages the use of an "Agency" to enforce overdue payments, Client will be responsible for all court costs, reasonable attorney's fees and collection fees).

Architect shall be entitled without breach of contract, to suspend or terminate, at its sole option, its obligations under the Agreement if any invoice is not paid within thirty days of receipt. The Architect shall be due payment for all work prepared to date of termination including any reimbursable expenses. Termination notice will be sent in writing by certified mail to client. In the event of a suspension of services, Architect shall have no liability to client for delay or damage caused to client because of such suspension of services.

## Termination

This agreement may be terminated either by the Client or by the Architect. In either case, all amounts for services and reimbursable expenses due as of the date of receipt of cancellation notice shall be paid to Architect within 30 days from the date of Architect's final invoice following notice of termination.

## Ownership of Documents

All plans, field reports, notes, specifications, budgets, proposals and other documents of service, whether in hard copy or machine readable form, which Architect or any of its consultants prepares as part of this or any other project performed for the client, shall remain the property of the Architect. Client agrees that all plans, and specifications, and other work furnished by Architect or other agents of the Architect, which are not paid for, will be returned upon demand and will not be used for any purpose whatsoever. Architect reserves the right to retain hard copy originals of all project documentation delivered to Client in readable form and the hard copy shall be referred to as originals and shall govern in the event of any inconsistency between the two.

Architect will retain all pertinent records related to the services performed for a period of ten years following submission of the work, during which period the records will be made available to Client at all reasonable times at reasonable marked up costs.

It is understood and agreed that the renderings, drawings and specifications proposed pursuant to this Agreement, whether in hard copy or readable form, are instruments of professional service intended for one time use in the construction of this project. They are and shall remain the property of Architect. The Client may retain copies, including copies stored on magnetic tape or disc, for information and reference in connection with the occupancy and use of the project.

Because of the possibility that information and dates delivered in machine readable form may be altered, whether inadvertently or otherwise, Architect reserves the right to retain the original files, discs and to remove from copies provided to the Client all identification reflecting the involvement of the Architect, in their preparation. Architect also reserves the right to retain originals of all project documentation delivered to the Client referred to as originals and shall govern in the event of any inconsistency between the two.

The Client understands that the automated conversion of information and date from the system and format used by Architect to an alternate system and format cannot be accomplished with the introduction of inexactitudes, anomalies, and errors. In the event the project documentation provided to the Client in machine readable form is so converted the Client agrees to assume all risks associated there with and to the fullest extent permitted by law, to hold harmless and indemnify from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorneys, fees existing there from or in connection therewith.

## Estimates and/or Opinions of Cost

Any estimates or opinions of project construction costs are provided by Architect on the basis of Architect's experience and qualifications as an architect and represent his best judgment as an experienced and qualified architect familiar with the construction industry. Since Architect has no control over the cost of labor, materials, equipment or services furnished by others or over competitive bidding or market conditions, Architect cannot guarantee proposals, bids or actual project costs or construction costs. Similarly, since Architect has no control over building operation and or maintenance costs, Architect cannot and does not guarantee that the actual building or system operating or maintenance costs will not vary from any estimate given by the Architect.

## Restart

If the Client stops the project for a period greater than 60 days, the Architect shall be compensated for services performed prior to notice of such suspension. When the project is resumed, the Architect's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the Architect's services.

*103 TERRACE STREET  
ROXBURY, MA 02120*

*PH. 617.708.1071  
FX. 810.963.0443*

# ELTON+HAMPTONARCHITECTS

## Services Made Necessary by Lack of Contractor Performance; Indemnification

It is the Client's responsibility to hire the Contractor, and it is the Contractor's responsibility to install and complete fully operable systems. The Client agrees to pay Architect's hourly rates (\$150/hr for principals, \$100/hr senior designers) for all its troubleshooting work due to Contractor's inability to achieve satisfactory operation.

Client shall hold harmless, defend and indemnify Architect, its officers, agents, employees and consultants, from any and all liabilities, claims, damages and suits arising out of the negligence of any contractor(s) performing any portion of the work and supplying any materials, or any other parties, except for any liability of Architect or its consultants due to the sole negligence of Architect, or its consultants

## Insurance

Architect is protected by Professional Liability Insurance. Upon request, Architect will furnish information and certificates of Insurance. Architect will not be responsible for any loss, damage or liability arising from clients negligent accounts, errors and omissions and those of the Clients staff, consultants, contractors and agents or from those of any person for whose conduct the Architect is not legally responsible.

If damages caused during the course of this project are compensated by an Insurer, the parties to the Agreement, or as named, waive their right of subrogation for damages. The Client shall require similar waivers from all other parties including contractors, subcontractors, consultants and other entities or individuals associated with the project.

## Standard Care

In accepting this agreement for professional services, Client acknowledges the inherent risks associated with land and building evaluation and construction. In performing professional services, the Architect will use that degree of care and skill ordinarily expressed under similar circumstances by members of the profession practicing in the same or similar locality.

## Hazardous Waste/Asbestos/Contaminants

In consideration of the unavailability of professional liability insurance for claims involving or relating to the actual or threatened release, escape or discharge of hazardous waste, asbestos and/or other contaminants, it is agreed that the Client shall release and indemnify and hold harmless Architect and its consultants, agents and employees, from and against all claims, damages, losses and expensed, direct and indirect, including but not limited to attorneys' fees and defense costs, arising out of or resulting from the performance of any services by Architect, or claims against Architect related to, involving or arising out of hazardous waste, asbestos or other contaminants.

## Limits of Liability

For any damages or costs resulting from error, omissions or other professional negligence in the performance of Architects services the liability of Architect to all claimants will be limited to an aggregate sum not to exceed \$50,000.00 or the fee for professional services as completed from the attached proposal or cover letter, whichever is the lesser amount. If Client requires the limitation of liability to be extended beyond the specified dollar limit Architect will obtain Professional Liability Insurance to the greater limits available. The costs to obtain additional Insurance coverage shall be paid by the Clients. Any requests for this option must be made at the time the client accepts the Architect's proposal. It is specifically acknowledged that there are certain uninsurable risks involved in some services provided by Architect. Incidence where Architect is unable to obtain added insurance (e.g., hazardous materials, waster and asbestos, etc.) the limit of liability is limited to the dollar amount specified above. Should client or his financiers elect to reimburse Architect for extended liability coverage per above, this provision shall be replaced by the coverage negotiated by the client and the Architect.

## Effective Date

This agreement will become effective upon Architect's receipt of authorization to proceed. This proposal is subject to renegotiation if acceptance is not received within 30 days.

## Waiver of Subrogation

The Client and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, but only to the extent covered by any property or other insurance. The Client and Architect shall each require similar waivers from their contractors, consultants and agents.

## Certification/Assignment

The proposed language of certificates, affidavits, or certifications requested of the Architect or Architect's consultants shall be submitted to Architect for review and approval at least 14 days prior to execution. The Client shall not request certification and/or affidavits that would require knowledge of service beyond the scope of this Agreement and/or beyond the professional qualifications and architectural expertise of Architect.

*103 TERRACE STREET  
ROXBURY, MA 02120*

*PH. 617.708.1071  
FX. 810.963.0443*

**Letter of Intent to Lease**

March 1, 2018

**RE:Letter of Intent to Lease  
10 Main Street, Wellfleet MA 02667**

**LEASE PROPOSAL**

**Property:** 10 Main Street, Wellfleet MA 02667.

**Size:** 1936 RSF Main Building and 345 RSF Auxiliary Building

**Landlord:** Duck Creek Development, LLC.

**Tenant** The Old Bank LLC, or assigns acceptable to Landlord.

**Use(s):** Business and professional offices, or general retail, as well as medical and adult use marijuana dispensary as legally permitted under the laws of the Commonwealth of Massachusetts.

**Premises:** Approximately 2,281 rentable square feet

**Option Period:** For a period of twelve (12) months following full execution of this LOI (the "Option Period"), Tenant shall have the exclusive right and option to lease the Premises from Landlord (the "Option"). Such Option shall be exercised, if at all, upon written notice to Landlord given prior to the expiration of the Option Period.

**Option Payment:** Tenant will pay Landlord one hundred (\$100.00) dollars upon execution of this LOI in consideration of the Option Period.



**Term:** 10 years

**Option to Renew:** Two 5-year options at market rate subject to mutual agreement

**NNN Rent:** Base rent is \$26.3042 per square foot per year (\$5,000 per month) plus NNN with Tenant responsible for taxes, insurance, CAM (Landscaping, snow removal, cleaning, parking, alarm system and commercial trash/recycling).

**Type of Lease:** This would be a NNN lease whereby Tenant pays for its Utilities (Water and sewer, gas and electric) associated with the Premises leased, as well as 100% of Real Estate taxes, insurance and Operating Expenses. Landlord would be listed as an additional insured and the insurance shall cover a minimum of replacement cost plus premise liability of at least \$2,000,000. Any costs associated with increased security shall be a The Old Bank, LLC tenant specific expense and are not included in the figure above.

**Tenant Utilities:** Tenant shall be responsible for all utility costs (including, but not limited to electricity, water, gas, internet, water, sewer, etc.). Tenant understands that there may be additional costs associated with running utilities to existing building.

**Tenant Improvements:** Tenant would take the space "As Is."

Any additional amounts required for tenant improvements will be provided by Tenant. Tenant shall also be responsible for its own telephone and data requirements and costs associated therewith.

Space to be vacant at time of lease start. Space will be delivered "as is".

Tenant shall submit plans to make any exterior improvements necessary to upgrade the physical appearance, insulations, waterproofing integrity of the

building, install windows and doors, install a new front entrance and facade, electrical, plumbing, etc - all that will be an overall improvement to the operation of the intended business use for owner's approval, such approval not to be unreasonably withheld.

All tenant work shall be done by licensed contractors and permits shall be secured where necessary prior to any work being commenced.

**Restoration:**

If Landlord pays or performs improvements to the space, or approves of tenants improvements to the space during the lease term, tenant shall not be required to restore the space to the original state.

**ADA:**

Tenant would be responsible for any additional ADA compliance associated with its design, construction and use of the Premises.

**Sublease & Assignment:**

The Tenant would have the right to sublease all or part of the Premises, with Landlord's consent, such consent not to be unreasonably withheld.

**Signage:**

Tenant would provide directory and exterior signage as approved by owner and allowed by the CCC and Town of Wellfleet.

**Lease Commencement :**

Lease shall be signed within the review period but not later than March 1, 2020.

**Access:**

Tenant will have 24-hour, seven day per week, access to the building and Premises. Tenant may install its own security system for its Premises and to allow employees to carry one access card, and provide a copy to the landlord only upon approval by the DPH and/or CCC.

**Security Deposit:**

One (1) months' rent in the amount of \$5,000.

**Terms of Agreement:**

Landlord and Tenant hereby agree that this LOI shall be binding between the Parties. It is understood that Tenant needs final approval for a marijuana dispensary from the Massachusetts Department of Public Health and/or the Massachusetts Cannabis Control Commission and the Town of Wellfleet before Tenant is able to begin renovations. The Lease shall contain a contingency allowing for Tenant's early termination in the event that Tenant is unable to obtain necessary state and municipal approvals for a marijuana dispensary at the Premises. The terms of this LOI shall govern until the Lease is executed.

**Compliance w/ State Regulation:**

In accordance with state regulatory requirements, the Parties agree that seizure of assets protected by the Humanitarian Medical Use of Marijuana Act (Ch. 369 of the Acts of 2012 or M.G.L. Ch. 94I) or M.G.L. Ch. 94G, i.e. any product containing any amount of marijuana, is not an available remedy in the event of a default, breach, surrender or any other failure to perform under this Lease. In addition, the Parties understand and agree that a Certificate of Registration, whether provisional or final, or other marijuana establishment license, is non-transferable, and may not be assigned or transferred without prior approval from the applicable state regulatory authority. The Parties agree that Tenant's Certificate of Registration or other marijuana establishment license is not an asset that may be seized by Landlord or available as a remedy for Tenant's default, breach or other failure to perform under this LOI.

The terms of this LOI will remain in effect until February 29, 2020.

**AGREED TO AND ACCEPTED BY:**



Roland Letendre  
For Duck Creek Development, LLC  
Owner



Zachary Ment  
For The Old Bank, LLC  
Tenant



The Old Bank, LLC  
PO Box 353  
Truro, MA 02666

RE: Request for Host Community Agreement

Dear Ms. Reinhard and Members of the Select Board:

I would like to request that the Board consider and approve a Host Community Agreement for a Retail Marijuana Establishment for The Old Bank LLC at its proposed location of 10 Main Street, Wellfleet, MA.

I would also like to request that the above Host Agreement include language to allow The Old Bank LLC to “co-locate” a Registered Marijuana Dispensary at the same location when it becomes economically and legally viable for it to do so. And, that the Board issue a “letter of non-opposition for The Old Bank, LLC to operate a Registered Marijuana Dispensary at the same 10 Main Street Location. I respectfully request that the board consider these requests at its meeting on March 12, 2019.

The Old Bank, LLC was formed with a mission to provide the local community of Wellfleet and its visitors a place to learn about and purchase cannabis and cannabis infused products, in a safe, welcoming, and judgement-free environment. The Old Bank is dedicated to offering local products, paying local employees a living wage, respecting our environment, and improving the connotation of what it means to be a seller or buyer of Cannabis.

The Old Bank LLC brings this request to the board with a team full of small business acumen and best in class industry expertise that will allow it to service the community sustainably and safely well into the future.

The Old Bank, LLC and the property owner have executed a binding letter of intent to lease the entire property at 10 Main Street, contingent upon securing all necessary state and local approvals.

The proposed site has been mostly vacant besides a few retail tenants, and auxiliary parking for the Wicked Oyster Restaurant. The main building contains just under 2000 sq. ft. of floor area historically used for retail and office use. As such, we would hope that any needed zoning relief would be minor if necessary at all. The second auxiliary building on the site with a floor area under 350 sq. ft could be used for a non-cannabis retail use or an educational space.



Over the past several weeks, I have had informal conversations with Planning Board Chair Parent, Administrator Hort, Clerk/Assistant Administrator Powers, Police Chief Fiset, Fire Chief Pauly, Jr., and Ms. Greenberg-Lemos from the Health/Conservation Department. Based on these conversations, I am confident that we can work with all Town stakeholders, and create a Cannabis business of true benefit to the entire community. If the Board grants us this request, we will be able to move forward with our application to the state, conduct our community outreach, and apply for whatever other local approvals are deemed appropriate.

Please see the attached "Letter of Intent to Lease" and a copy of our presentation to the Board, including much more detail on our company, business plan, and proposed location.

Thank you for your time and consideration,

A handwritten signature in black ink, appearing to read "Zachary Ment".

Zachary Ment  
Founder  
The Old Bank LLC



Phone 617.924.1770  
 Fax 617.924.2286  
 www.vhb.com

Engineers | Scientists | Planners | Designers

101 Walnut Street  
 PO Box 9151  
 Watertown, MA 02472-4026

## Client Authorization

**New Contract:** Date: March 6, 2019

**Amendment No.:** Project No.: 81626.19

**Project Name:** Proposed Marijuana Dispensary  
 Main Street  
 Wellfleet, MA

|                  |                                                                                | Cost Estimate                             |                                                     |
|------------------|--------------------------------------------------------------------------------|-------------------------------------------|-----------------------------------------------------|
|                  |                                                                                |                                           | Contract Total                                      |
| <b>To:</b>       | Mr. Zachery Ment<br>The Old Bank, LLC<br>10 Main Street<br>Wellfleet, MA 02667 | Labor:                                    | \$10,800                                            |
|                  |                                                                                | Expenses:                                 | <u>As Incurred</u>                                  |
|                  |                                                                                | <b>TOTAL:</b>                             | <b>\$10,800</b>                                     |
| <b>E-mail:</b>   | zacment@gmail                                                                  | <input type="checkbox"/> Lump Sum         | <input checked="" type="checkbox"/> Time & Expenses |
|                  |                                                                                | <input type="checkbox"/> Cost + Fixed Fee | <input type="checkbox"/> Labor Multiplier           |
| <b>Phone No:</b> | 845-304-8375                                                                   | <b>Estimated Date of Completion:</b>      | <b>8 weeks from date of authorization</b>           |

### Scope of Services:

Vanasse Hangen Brustlin, Inc. (VHB) will provide traffic engineering services to The Old Bank, LLC (Zachery Ment) (the "Client") for the proposed marijuana dispensary to be located along Main Street in Wellfleet in a former bank building. This scope of services is based on a preliminary discussion with the Mr. Ment and our local knowledge. The proposed project includes seeking Town approval to allow medical and recreational sales at the proposed dispensary as well as inclusion of additional space that will be occupied by an unknown use at this time. Permitting these types of facilities is a highly variable process and as a result it is very likely that additional work beyond that covered in this contract will be necessary. Assuming that is the case an amendment to this contract will be prepared for services requested or required.

The following scope of services is included in this proposal:

**1.0 TRAFFIC IMPACT AND ACCESS MEMORANDUM \$6,800**

VHB will prepare a traffic memorandum that evaluates the proposed redevelopment. This scope has been prepared without the benefit of talking to the Town of Wellfleet. As a result, a project study area has been assumed as outlined below. Should additional intersections be required, an amendment to this contract will be necessary.

**Study area:**

- Route 6 and Main Street
- Main Street and Site Driveways



Ref: 81626.19  
March 6, 2019  
Page 2

If Town or local concerned residents request additional intersections or areas be studied beyond those specified herein, an amendment to this contract will be necessary. Specific tasks to be performed as part of the preparation of this study are as follows:

- Visit the site to obtain information and observe factors that can affect site access. Geometric and operational information regarding the roadways and intersections immediately adjacent to the project site will be obtained during the site visit.
- Review available prior studies for the area including studies by other consultants, MassDOT, the regional planning agency, the Town and other recent in-house efforts.
- Review, analyze and summarize available crash data within the project study area to include the most recent three-year period available from MassDOT.
- Conduct sight distance measurements at the existing site driveway on Main Street. The field data will be compared to standard sight distance requirements as published by the American Association of State Highway and Transportation Officials (AASHTO).
- VHB will collect hourly traffic volume and speed data on Main Street adjacent to the site over a three-day period (including a typical weekday and Saturday) using an automatic traffic recorder (ATR). VHB also will conduct manual turning movement and classification counts during the weekday evening (4 – 6 PM) and Saturday midday (11 AM – 2 PM) peak periods at the study area intersections. The counts will be conducted by an outside vendor to VHB and billed as a direct reimbursable expense (estimated at \$1,200) beyond the labor costs allocated for this task and the following tasks.
- Research available data to determine seasonal variations and historic growth in traffic volumes.
- Develop 2019 existing and 2026 No-Build traffic volume networks (a 7-year horizon will be used in the study) considering the local historic traffic growth rate and traffic expected from other nearby development projects. VHB will contact the Town of Wellfleet to identify other projects that potentially could affect traffic volumes in the area.
- Estimate the volume of traffic that could be generated by the project on a typical weekday and Saturday and during peak hour conditions. Trip generation estimates will be assessed based on standard ITE Trip Generation Manual (10<sup>th</sup> Edition) and by anecdotal information that may be available from the client, particularly if an appointment only arrangement will be implemented. VHB will assign project-generated traffic to the study area intersections based on trip distribution patterns developed using the traffic count data.



- Assess volume-to-capacity (v/c) ratios and level of service (LOS) for existing and future conditions. The traffic analysis will be based on the existing roadway system and any planned roadway improvements. The extent and nature of any roadway and intersection deficiencies will be identified. VHB will conduct peak hour capacity analyses for the study area intersections for the following conditions:
  - 2019 Existing conditions
  - 2026 "No-Build" conditions without the proposed project
  - 2026 Build conditions with the proposed project traffic
- Delineate the scope and magnitude of off-site improvements necessary to support the project. Conceptual roadway improvement and mitigation plans at off-site locations can be developed if necessary. However, preparation of these plans is not anticipated and will require an amendment to this agreement if improvements are required.
- Prepare a draft Traffic memorandum that summarized the assessment and general findings to support the local approval process. The draft report will be submitted to the client for review and comment. VHB will finalize the study upon client review and approval of the draft report and incorporate pertinent comments for use in the local project approval processes.

**2.0 MEETINGS AND PROJECT SUPPORT**

**\$4,000**

Projects of this nature often require substantial meetings, coordination, and process to get approvals. This is particularly true for marijuana sales projects. VHB is available to attend project/public meetings and to correspond and coordinate with team members as necessary to support the proposed project. Since the amount of time necessary to support this task is unknown at this time, a budget has been established with upset limit of \$4,000. Should additional time be necessary beyond that specified, an amendment to this contract will be necessary.





Ref: 81626.19  
March 6, 2019  
Page 4

**SERVICE NOT INCLUDED**

The Scope of Services for this Agreement is inclusive only of those tasks herein specified. Should any other work be required, VHB will prepare an appropriate proposal or amendment, at the Client's request, that contains the scope of services, fee, and schedule required to complete the additional work items.

Prepared By: **Randy Hart**

Department Approval: \_\_\_\_\_

Please execute this Client Authorization for VHB to proceed with the above scope of services at the stated estimated costs. No services will be provided until it is signed and returned to VHB.

Subject to attached terms & conditions.

Subject to terms & conditions in our original agreement dated \_\_\_\_\_

**Vanasse Hangen Brustlin, Inc. Authorization**

**Client Authorization (Please sign original and return)**

By: Michael Keenan

By: \_\_\_\_\_

Print: Michael Keenan

Print: \_\_\_\_\_

Title: MANAGING DIRECTOR

Title: \_\_\_\_\_

Date: 03/07/2019

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



**STANDARD TERMS AND CONDITIONS.** The engagement of VHB by Client is under the following terms and conditions. These terms and conditions are an integral part of the collective Agreement between Client and VHB.

**SCOPE OF SERVICES.** VHB shall perform the services set forth in the attached Scope of Services. Requests for additional services and any associated fee adjustment must be authorized in writing before additional services can begin.

**PERFORMANCE STANDARDS.** VHB's services require decisions that are not based upon science, but rather upon judgmental considerations. In the performance or furnishing of professional services hereunder, VHB, and those it is responsible for, shall exercise the degree of skill and care ordinarily exercised by similarly practicing professionals performing similar services under similar conditions in the same locality ("Standard of Care"). VHB shall be entitled to rely on the accuracy and completeness of data, reports, surveys, requirements, and other information provided by Client.

**SCHEDULE.** VHB shall perform its services as set forth in the Scope of Services as expeditiously as consistent with the Standard of Care and the orderly progress of the Work. VHB shall not be responsible for failure to perform or for delays in the services arising out of factors beyond the reasonable control or without the fault or negligence of VHB.

**PAYMENT.** The fee estimate for the proposed Scope of Services is valid for 60 days from the date of Proposal. All schedules set forth in the attached Scope of Services commence upon receipt of a signed Agreement and, if requested, a retainer. Retainers will be applied to the last invoice. **A RETAINER OF \$5,000 IS REQUIRED BEFORE SERVICES WILL COMMENCE.**

Invoices will be rendered monthly and are due upon receipt. Any invoice unpaid more than 30 days after date of invoice will bear interest at 1-1/2 percent per month.

If Client fails to pay any invoice within 45 days of the date of invoice, VHB may, without waiving any other claim or right against Client or incurring any liability for delay, suspend the services until VHB has been paid in full. Sealed plans, final documents, reports, and attendance at meetings/hearings will not be provided unless payment for services is current.

If VHB is performing services for Client under multiple projects, payments must be current on all projects for services hereunder to continue. Client acknowledges VHB's right to suspend services and withhold plans and documents, as provided above, if any payments are overdue. If services are suspended for 30 days or longer, upon resuming services VHB shall be entitled to expenses incurred in the interruption and resumption of its services. If

services are suspended for 90 days or longer, VHB shall be entitled to expenses incurred in the interruption and resumption of its services and fees for remaining services shall be equitably adjusted.

The parties agree to coordinate invoices to assure timely payment. At minimum, VHB's project manager and Client's representative will confer as often as necessary about any issues involving invoicing and collections. Client's representative will contact VHB's project manager forthwith upon receipt of an invoice about any questions or issues concerning invoiced amounts. If Client's representative and VHB's project manager are unable to resolve any questions or issues, Client's representative will line item any disputed or questionable amount and pay VHB. VHB, at its option, may revise and resubmit disputed amounts at a later date.

Should it become necessary to utilize legal or other resources to collect any or all monies rightfully due for services rendered under this Agreement, VHB shall be entitled to full reimbursement of all such costs, including reasonable attorneys' fees, as part of this Agreement.

**OWNERSHIP OF WORK PRODUCT.** All work products (whether in hard or electronic form) prepared by VHB pursuant to the Agreement are instruments of service with respect to the Project and are not authorized, intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other Project. Any reuse by Client or a third person or entity authorized by Client without written verification or adaptation by VHB for the specific application will be at Client's sole risk and without liability or legal exposure to VHB. Client shall release, defend, indemnify and hold harmless VHB from all claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting therefrom. Any such verification or adaptation will entitle VHB to additional compensation at rates to be agreed upon by VHB and Client, third person, or entity seeking to reuse said documents.

Client recognizes that information recorded on or transmitted as electronic media, including CADD documents ("Electronic Documents") is subject to undetectable alteration, either intentional or unintentional, due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. Accordingly, the Electronic Documents are provided to Client for informational purposes only and are not represented as suitable for any use or purpose.

VHB retains the copyright in all work products produced in connection with this Agreement, unless otherwise agreed to in writing by an authorized VHB representative. VHB licenses to Client on a non-exclusive basis the use of work products produced solely in connection with this Agreement. The license



may be revoked for any failure of Client to perform under this Agreement.

**CERTIFICATIONS.** VHB shall not be required to sign any documents, no matter by whom requested, that would result in VHB having to certify, guarantee or warrant the existence of conditions whose existence VHB cannot wholly ascertain. Any certification provided by VHB shall be so provided based on VHB's knowledge, information, and belief subject to the preceding sentence, and shall reflect no greater certainty than VHB's professional opinion developed through and consistent with the Standard of Care. VHB shall be compensated for any work necessary to assess project compliance with regulatory standards for purposes of such certification.

**INSURANCE.** VHB agrees to carry the following insurance during the term of this Agreement:

- Workmen's Compensation and Employer's Liability Insurance in compliance with statutory limits
- Comprehensive General Liability Insurance including Products Completed, Contractual, Property, and Personal Injury coverage with combined single limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate
- Professional Liability Insurance with a limit of \$1,000,000 per claim and in the aggregate
- Automobile Liability Insurance including non-owned and hired automobiles with a combined single limit of \$1,000,000 per occurrence

Certificates of insurance will be furnished upon request. If Client requires additional insurance coverage, and it is available, Client agrees to reimburse VHB for such additional expense.

**INDEMNITY.** Client and VHB shall at all times indemnify and save harmless each other, their officers, and employees on account of damages, losses, expenses, reasonable counsel fees, and compensation arising out of any claims for damages, personal injuries and/or property losses sustained by any person or entity, to the extent caused by the negligent acts, errors or omissions of the indemnifying party, its employees, or subcontractors in connection with the Project, and/or under this Agreement.

Client agrees to the fullest extent permitted by law, to indemnify and hold harmless VHB, its officers, employees and subconsultants from and against any and all claims, suits, demands, liabilities costs including reasonable attorneys' fees, and defense costs caused by, arising out of, or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products, or material that exist on, about, or adjacent to the job site.

**LIMITATION ON VHB'S RESPONSIBILITY AND JOBSITE SAFETY.** VHB will not be responsible for the acts or omissions of

contractors or others at the Site, except for its own subcontractors and employees. Neither the professional activities of VHB nor the presence of VHB or its employees or subconsultants at a project site shall relieve the other parties on this project of their obligations, duties, and, including, but not limited to, construction means, methods, sequence, techniques, or procedures necessary for performing, superintending, and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. VHB and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. Client agrees that Contractor shall be solely responsible for job site safety and warrants that this intent shall be carried out in Client's contract with Contractor.

**ALLOCATION OF RISK.** In recognition of the relative risks and benefits of the Project to both Client and VHB, the risks have been allocated such that Client agrees that to the fullest extent permitted by law, VHB's total liability in the aggregate to Client and any persons or entities claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project and/or this Agreement from any cause or causes, including, but not limited to, VHB's negligence, errors, omissions, strict liability, statutory liability, indemnity obligation, breach of contract or breach of warranty shall not exceed the higher of \$50,000 (fifty thousand dollars), or ten (10) percent of the compensation actually paid to VHB. Client and VHB may agree to a higher limitation of liability for an increased fee.

**DISPUTE RESOLUTION.** All questions in dispute under this Agreement shall be submitted to non-binding mediation as a condition precedent to the institution of legal proceedings. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representative and shall meet within ten (10) days after the service of the notice. The parties shall then attempt to resolve the dispute within ten (10) days of meeting. Should the parties be unable to agree on a resolution of the dispute, then the parties shall proceed with mediation in accordance with the mediation rules of the American Arbitration Association. The cost of mediation shall be borne equally by both parties. This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts.

**LEGAL SUPPORT.** To the extent VHB is required to respond to any dispute resolution process, including, but not limited to, requests for document production, discovery or a request to appear in any deposition or legal proceeding, which is related to the Scope of Services but does not arise out of VHB's negligent



acts, errors or omissions, Client shall compensate VHB for all costs incurred by VHB, including reasonable attorneys' fees.

**DESCRIPTIVE HEADINGS AND COUNTERPARTS.** The headings contained in this Agreement are for convenience of reference only and shall not constitute a part hereof, or define, limit or in any way affect the meaning of any of the terms or provisions hereof. This Agreement may be executed in two or more counterparts, and any party hereto may execute any such counterpart, which, when executed and delivered, shall be deemed to be an original and all of such counterparts taken together shall be deemed to be one and the same instrument.

**EXCLUSIVE REMEDIES.** In the event that any dispute is not remedied through the alternative dispute resolution procedures set forth herein, all claims, actions, and rights of action arising from or relating in any way to this Agreement or the services performed thereunder, whether in contract, tort, indemnity and all other rights of action whatsoever, shall be filed in a court of competent jurisdiction within three years of the completion of such services, or all such claims, actions and rights of action shall be waived. Recovery under this Agreement shall be limited by the parties' agreement on Allocation of Risk and the remainder of this section.

Notwithstanding any other provision of this Agreement, neither party shall be liable to the other for any liquidated, incidental, special, indirect or other consequential damages incurred, regardless of the nature of the cause or whether caused by Client or VHB, or their employees, subconsultants, or subcontractors. Consequential damages include, without limitation, loss of use, loss of profits, loss of production, or business interruption; however, the same may be caused.

VHB and Client waive all claims against each other arising out of or related to this Agreement or the services to the extent that losses, damages, and liabilities associated with such claims have been compensated by the proceeds of property insurance or any other insurance policy.

VHB makes no warranties or guarantees, express or implied, under this Agreement or any other contract document with respect to its provision of professional services. In entering into this Agreement, Client has relied only upon the representations set forth in this Agreement. No verbal warranties, representations, or statements shall be considered a part of this Agreement or a basis upon which Client relied in entering into this Agreement.

**NO THIRD PARTY BENEFICIARIES.** Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either Client or VHB. In addition, nothing herein shall be construed as creating a contractual relationship between Client and any VHB employee,

representative, or consultant. Client agrees that in the event of a dispute regarding this Agreement or the services rendered by VHB hereunder, Client shall only seek recourse against VHB and waives any right to pursue a claim against VHB's individual directors, officers or employees.

VHB's commitments as set forth in this Agreement are based on the expectation that all of the services described in this Agreement will be provided. In the event Client later elects to reduce VHB's Scope of Services, Client hereby agrees to release, hold harmless, defend, and indemnify VHB from any and all claims, damages, losses or costs associated with or arising out of such reduction in services.

**SEVERABILITY.** The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

**TAXES.** Any taxes or fees, enacted by local, state, or federal government and based on gross receipts or revenues, will be invoiced to and payable by Client as an additional amount due under this Agreement.

**PROJECT SPECIFIC PROVISIONS.** To the extent the Scope of Services involves any of the following services/geographies, the following general provisions apply accordingly:

**AMERICANS WITH DISABILITIES ACT (ADA).** Client understands and agrees that ADA standards are evolving and subject to varying, potentially contradictory interpretations and applications. VHB will use its reasonable professional efforts and judgment to interpret applicable ADA requirements and other federal, state and local laws, rules, codes, ordinances, and regulations as they apply to the project. VHB cannot and does not warrant or guarantee that Client's Project will comply with all ADA requirements or ADA interpretations or other applicable regulatory interpretations.

**CLIMATE CHANGE/FLOOD ANALYSIS.** Consultant shall not be responsible or liable for any damages, losses, litigation, expenses, counsel fees and compensation arising out of any claims, damages, personal injuries and/or property losses related to flooding conditions whether directly or indirectly due to flood water damage, and Client shall at all times indemnify and hold harmless VHB, its respective officers, agents and employees on account of any related claims, damages, losses, expenses and counsel fees related thereto.

#### **CONSTRUCTION PHASE SERVICES**

**SITE VISITS.** VHB shall make periodic site visits upon the request of Client or as otherwise agreed in writing by Client and VHB for



the limited purpose of determining whether work is in general conformance with VHB's plans and specifications. Such visits are not intended to be an exhaustive check or a detailed inspection of Contractor's work. VHB shall not supervise or have control over Contractor's work nor have any responsibility for construction ways, means, methods, techniques, sequences, or procedures selected by Contractor nor for Contractor's safety precautions or programs in connection with the Work.

**SHOP DRAWINGS.** VHB's review and approval of submittals such as shop drawings, product data, samples, and other data, shall be for the limited purpose of checking for conformance with the design concept and the information in VHB's documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades, or construction safety precautions, all of which are the sole responsibility of Contractor and other unrelated parties. Review of a specific item shall not indicate that VHB has reviewed the entire assembly of which the item is a component. VHB shall not be responsible for any deviations from VHB's documents or other documents that are not brought to the attention of VHB in writing by Contractor. VHB shall not be required to review partial submissions or those for which submission of correlated items have not been received.

**GEOTECHNICAL SERVICES.** Client understands that VHB does not perform geotechnical services directly and, if requested, will retain a geotechnical subconsultant on behalf of Client, and VHB shall rely on the accuracy and completeness of data furnished as if the geotechnical services were contracted directly through Client.

**TANK INSPECTION.** Client will provide VHB with available underground storage tank (UST) documentation as necessary. VHB assumes that the documentation and site plans will be in order, be complete and meet regulatory compliance standards. VHB's inspection services are to fulfill regulatory requirements and do not include invasive testing or equipment calibration and testing. Accordingly, Client expressly agrees that VHB shall have no liability for equipment functioning or malfunctioning, product releases or spills.

**LSP SERVICES – PROJECTS LOCATED IN MASSACHUSETTS.** In accordance with the Massachusetts General Laws Chapter 21E, the performance of the services contained in this Agreement may require the engagement of a Licensed Site Professional (LSP) registered with the Commonwealth of Massachusetts under Massachusetts General Law Chapter 21A and the regulations promulgated by the Massachusetts Department of Environmental Protection (MADEP) thereunder (collectively the LSP Program). These laws and regulations place upon the LSP certain professional obligations owed to the public, including in some

instances a duty to disclose the existence of certain environmental contaminants to the MADEP. In the event that any site for which VHB has provided LSP services is audited by MADEP pursuant to the provisions of the Massachusetts Contingency Plan, VHB shall be entitled to additional compensation to provide such services as may be necessary to assist Client in its response to MADEP.

Client understands and acknowledges that in the event the LSP's obligations under the LSP Program conflict in any way with the terms and conditions of this Agreement or the wishes or intentions of Client, the LSP is bound by law to comply with the requirements of the LSP Program. Accordingly, Client recognizes that the LSP shall be immune for all civil liability resulting from any alleged and/or actual conflict with the LSP Program. Client also agrees to hold VHB and its LSP harmless for any claims, losses, damages, fines, or administrative, civil, or criminal penalties resulting from the LSP's fulfillment of its obligations under the LSP Program.

**PROJECTS LOCATED IN FLORIDA.  
FLORIDA STATUTES SECTION  
558.0035 (2013), AN INDIVIDUAL  
EMPLOYEE OR AGENT MAY NOT BE  
HELD INDIVIDUALLY LIABLE FOR  
ECONOMIC DAMAGES RESULTING  
FROM NEGLIGENCE OCCURRING  
WITHIN THE COURSE AND SCOPE  
OF THIS AGREEMENT.**



**Vanasse Hangen Brustlin, Inc.**  
**HOURLY BILLING RATES**

*Effective September 9, 2018*

| <u>BILLING CODE</u> | <u>LABOR CATEGORY</u>     | <u>HOURLY RATE</u> |
|---------------------|---------------------------|--------------------|
| 260                 | Technical/Professional 26 | \$350              |
| 250                 | Technical/Professional 25 | \$325              |
| 240                 | Technical/Professional 24 | \$300              |
| 230                 | Technical/Professional 23 | \$275              |
| 220                 | Technical/Professional 22 | \$250              |
| 210                 | Technical/Professional 21 | \$240              |
| 200                 | Technical/Professional 20 | \$230              |
| 190                 | Technical/Professional 19 | \$220              |
| 180                 | Technical/Professional 18 | \$210              |
| 170                 | Technical/Professional 17 | \$200              |
| 160                 | Technical/Professional 16 | \$190              |
| 150                 | Technical/Professional 15 | \$180              |
| 140                 | Technical/Professional 14 | \$170              |
| 130                 | Technical/Professional 13 | \$160              |
| 120                 | Technical/Professional 12 | \$150              |
| 110                 | Technical/Professional 11 | \$140              |
| 100                 | Technical/Professional 10 | \$130              |
| 090                 | Technical/Professional 09 | \$120              |
| 080                 | Technical/Professional 08 | \$110              |
| 070                 | Technical/Professional 07 | \$100              |
| 060                 | Technical/Professional 06 | \$90               |
| 050                 | Technical/Professional 05 | \$80               |
| 040                 | Technical/Professional 04 | \$70               |
| 030                 | Technical/Professional 03 | \$60               |
| 020                 | Technical/Professional 02 | \$50               |
| 010                 | Technical/Professional 01 | \$40               |
| 350                 | Technical/Support 5       | \$80               |
| 340                 | Technical/Support 4       | \$70               |
| 330                 | Technical/Support 3       | \$60               |
| 320                 | Technical/Support 2       | \$50               |
| 310                 | Technical/Support 1       | \$40               |
| 500                 | Court Testimony Starts at | \$350              |

**Reimbursable and sub-consultant expenses are billed at cost plus 10%.**



## BOARD OF SELECTMEN

AGENDA ACTION REQUEST  
Meeting Date: March 26, 2019

VI

### BUSINESS – E

|                         |                                                                                                                                                                                                                                                                                                                                                                    |
|-------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>REQUESTED BY:</b>    | <b>Town Administrator</b>                                                                                                                                                                                                                                                                                                                                          |
| <b>DESIRED ACTION:</b>  | <b>Finalize and Close the 2019 Annual Town Meeting Warrant</b>                                                                                                                                                                                                                                                                                                     |
| <b>PROPOSED MOTION:</b> | <p><b>1) I move to recommend the Dredging Article as written/amended.</b><br/>Moved by: _____ Seconded by: _____</p> <p><b>2) I move to recommend the HDYLTA Trust land purchase Article as written/amended.</b><br/>Moved by: _____ Seconded by: _____</p> <p><b>3) I move to close the 2019 Town Meeting Warrant.</b><br/>Moved by: _____ Seconded by: _____</p> |
| <b>ACTION TAKEN:</b>    | Moved By: _____ Seconded By: _____<br>Condition(s):                                                                                                                                                                                                                                                                                                                |
| <b>VOTED:</b>           | Yea _____ Nay _____ Abstain _____                                                                                                                                                                                                                                                                                                                                  |

**Final Draft to Select board on March 26, 2019**



**ANNUAL TOWN MEETING  
MONDAY, APRIL 22, 2019, 7:00 pm  
Wellfleet Elementary School**

**&**

**ANNUAL ELECTION WARRANT  
MONDAY, APRIL 29, 2019, NOON - 7:00 pm  
Wellfleet Senior Center**



## TABLE OF CONTENTS

|                                                       |    |
|-------------------------------------------------------|----|
| FINANCIAL & PROPOSITION 2 ½ TERMS.....                | 3  |
| TOWN MEETING PROCEDURES.....                          | 4  |
| FINANCE COMMITTEE STATEMENT.....                      | 5  |
| ANNUAL TOWN MEETING WARRANT.....                      | 6  |
| SECTION I: BUDGET ARTICLES.....                       | 8  |
| SECTION II: ADDITIONAL FINANCIAL ARTICLES.....        | 10 |
| SECTION III: CHARTER AMENDMENTS & GENERAL BYLAWS..... | 22 |
| SECTION IV: ZONING BY LAW AMENDMENT ARTICLES.....     | 22 |
| SECTION V: DISPOSITION OF TOWN LAND ARTICLES.....     | 22 |
| SECTION VI: UNCLASSIFIED ARTICLES.....                | 24 |
| SECTION VII: STANDARD ANNUAL ARTICLES.....            | 26 |
| SECTION IX: STANDARD CLOSING ARTICLES.....            | 28 |
| ANNUAL TOWN ELECTION WARRANT.....                     | 29 |
| FY 2018 OPERATING & CAPITAL BUDGETS SUMMARY.....      | 33 |
| FY 2018 OPERATING BUDGET.....                         | 34 |
| FY 2018 CAPITAL BUDGET.....                           | 40 |
| FY 2018 MARINA SERVICES ENTERPRISE FUND BUDGET.....   | 42 |
| FY 2018 WATER SERVICES ENTERPRISE FUND BUDGET.....    | 44 |
| SALARY/WAGE LIST.....                                 | 46 |

**FINANCIAL & PROPOSITION 2½ TERMS**

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

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

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

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

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

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

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

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

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

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

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

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

**TOWN MEETING PROCEDURES**

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

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

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

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

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

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

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

|                                            |                                                                                   |
|--------------------------------------------|-----------------------------------------------------------------------------------|
| Zoning Bylaws                              | 2/3 majority                                                                      |
| To incur debt                              | 2/3 majority                                                                      |
| To transfer or sell Town land              | 2/3 majority                                                                      |
| To approve charter amendments              | 2/3 majority                                                                      |
| To pay unpaid bills of a prior fiscal year | 4/5 majority at an Annual Town Meeting<br>9/10 majority at a Special Town Meeting |

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

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

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

**FINANCE COMMITTEE STATEMENT**

**A Statement to the Voters from the Wellfleet Finance Committee**

To the voters and citizens of the Town of Wellfleet:

The Finance Committee has spent more time on the FY 2020 budgets and Warrant Articles than any other in recent memory. We have had lengthy discussions with nearly all department heads, have worked closely with the Town Administrator and we are confident in our recommendations.

This is a challenging fiscal year for our town; there are numerous articles on the warrant that require borrowing, mostly for equipment that needs to be replaced. Quite a few of these items have come before Town Meeting in the past few years and have not been authorized by the voters. These pieces of equipment are now several years past normal replacement dates and the costs to keep them operating are becoming onerous. The fiscally responsible thing to do is to understand the useful lifetime of a given piece of equipment and to replace it on an appropriate schedule so that the town has the equipment it needs in working condition.

In addition, a number of departments - especially Police and Fire - are having tremendous difficulty recruiting and retaining staff. This is partly due to salaries in Wellfleet being below those of surrounding towns and the result is that we have repeatedly hired and paid for the training of personnel, only to have them leave to take better paying jobs elsewhere on the Cape. Bringing salaries into line with other towns and other recruitment tools are necessary if we hope to be able to staff these critical services.

The Finance Committee can only advise. It is up to you, the voters, to make the final decisions. Please consider that short-term savings sometimes mean higher expenses in the long term.

Finance Committee meetings are now being recorded on video and are broadcast on local cable access as well as being available on demand through the Town website. We encourage everyone to view these recordings so that questions you may have about the budget can be answered in advance of Town Meeting.

Respectfully submitted,  
Janet Loewenstein, Chair  
Wellfleet Finance Committee

Current Finance Committee members: Kathy Granlund, Linda Pellegrino, Fred Magee, Stephen Polowczyk, Robert Wallace, Jeff Tash and Ira Wood.

**Final Draft to Select board on March 26, 2019**

**ANNUAL TOWN MEETING WARRANT**

**Monday, April 22, 2019**

**The Commonwealth of Massachusetts**

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

**GREETINGS:**

**In the name of the Commonwealth of Massachusetts you are hereby required to notify and warn the inhabitants of the Town of Wellfleet qualified to vote in Town Affairs, to meet in the WELLFLEET ELEMENTARY SCHOOL, 100 LAWRENCE ROAD in Wellfleet on the 22<sup>nd</sup> day of April, 2019, at seven o'clock in the evening, then and there to vote upon the following Articles:**

**Final Draft to Select board on March 26, 2019**

| <b>Article #</b> | <b>Page #</b> | <b>Description</b>                                 |
|------------------|---------------|----------------------------------------------------|
| 1                | 8             | Operating Budget                                   |
| 2                | 8             | Yr End Transfers                                   |
| 3                | 8             | FY 20 Capital Budget                               |
| 4                | 9             | Marina Enterprise                                  |
| 5                | 9             | Water Enterprise                                   |
| 6                | 9             | Prior Year Invoices                                |
| 7                | 10            | Firefighters Union                                 |
| 8                | 10            | Teamsters Union                                    |
| 9                | 10            | Communications Union                               |
| 10               | 10            | Non-union Other Personnel                          |
| 11               | 11            | Chapter 90 Funds                                   |
| 12               | 11            | Fire Dept Staff-Amb fund                           |
| 13               | 11            | Fire Dept Staff-Override                           |
| 14               | 11            | Harbor Dredging                                    |
| 15               | 12            | CIP-Fire Ladder Truck                              |
| 16               | 13            | Paramedic Training Program                         |
| 17               | 13            | CIP-Street Sweeper                                 |
| 18               | 14            | CIP-Front End Loader                               |
| 19               | 14            | CIP-Refuse/Recycling Trailer                       |
| 20               | 15            | CIP-Police Cruiser                                 |
| 21               | 15            | CIP-Bldgs & Grounds                                |
| 22               | 16            | CIP-Marina Fuel Tanks                              |
| 23               | 16            | Purchase of HDYLTA Map 34, parcel 17               |
| 24               | 17            | OPEB-Town                                          |
| 25               | 17            | Marina Ent Stabilization                           |
| 26               | 17            | General Stabilization Fund                         |
| 27               | 18            | Cable Access Television                            |
| 28               | 18            | CPC-Housekeeping                                   |
| 29               | 18            | CPC-Housing Specialist                             |
| 30               | 19            | CPC-Aff Housing Trust Fund                         |
| 31               | 19            | CPC-Housing Institute                              |
| 32               | 19            | CPC-Baker Field Pavilion                           |
| 33               | 19            | CPC-Form B Inventories                             |
| 34               | 20            | Pre School Voucher Program for 3 year old children |
| 35               | 21            | Shellfish Revolving Fund                           |
| 36               | 21            | Water Resource Director                            |
| 37               | 22            | Shellfish Shack Renovations                        |
| 38               | 22            | Balloon Reduction Bylaw                            |
| 39               | 22            | Disp. of Town Land-Cons.                           |
| 40               | 23            | Disp. of Town Land-Cons.                           |
| 41               | 24            | Disp. of Town Land-Hsng                            |
| 42               | 24            | Disp. of Town Land-Hsng                            |
| 43               | 25            | Petition Court re Seals                            |
| 44               | 25            | Bike Trail Extension                               |
| 45               | 26            | Energy Committee Charge                            |
| 46               | 27            | Municipal Plastic Bottle Policy                    |
| 47               | 27            | Dispose of Personal Property                       |
| 48               | 27            | Town Collector                                     |
| 49               | 28            | DEP Liability                                      |
| 50               | 28            | Nauset local contributions                         |
| 51               | 28            | Closing Articles                                   |
| 52               | 28            | Closing Articles                                   |

**Final Draft to Select board on March 26, 2019**

**SECTION I: BUDGET ARTICLES**

**ARTICLE 1: FY 2020 Operating Budget.** To see if the Town will vote to raise and appropriate and/or transfer from available funds such sums of money necessary to fund the Fiscal Year 2020 Town Operating Budget and fix the salaries and compensation of all elected officers (appendix E) of the Town for Fiscal Year 2020 or do or act anything thereon.

(Requested by the Board of Selectmen)

**Board of Selectmen:** Recommends 5-0.

**Finance Committee:** 8-0 (as amended, see below)

**SUMMARY:** This Article requests approval of the Fiscal Year 2020 Operating Budget (See Appendix A) This Article also sets the salaries of elected officials (appendix E) as per the budget and approves the budgets of the two regional school districts.

The Finance Committee voted 7-2 to reduce the Recreation Budget by \$6,400, the added compensation costs related to the acceptance of a donated 12 passenger van. The Committee did not believe a gift should be accepted when the gift would create long-term costs unless the complete long-term costs were known.

**ARTICLE 2: FY 2019 Transfers.** To see if the Town will vote to transfer from available funds and/or authorize the transfer from various line items within current appropriations, such sums of money necessary to supplement the operating and/or capital budgets of the various Town departments for the current Fiscal Year 2019 or do or act anything thereon.

(Requested by the Board of Selectmen)

**REQUESTS TO DATE:**

| FROM      | TO                              | AMOUNT   | EXPLANATION                                 |
|-----------|---------------------------------|----------|---------------------------------------------|
| Free Cash | 300 Wellfleet Elementary School | \$57,517 | Special Needs Program                       |
| Free Cash | 189 Housing Authority           | \$15,000 | Legal fees                                  |
| Free Cash | 210 Police Department           | \$40,000 | Payroll related to last year's new contract |
| Free Cash | 417 DPW Facilities              | \$44,000 | Fire Station boiler repairs                 |
| Free Cash | 630 Recreation                  | \$2,500  | Added expense from tennis court renovations |

**Total \$159,017**

**Board of Selectmen:** Recommends 5-0.

**Finance Committee:** Recommendation withheld until town meeting.

**SUMMARY:** This Article requests transfers and additional funding for the operating budget for the fiscal year ending June 30, 2019. Additional requests may be added at Town Meeting.

**ARTICLE 3: FY 2020 Capital Budget.** To see if the Town will vote to raise and appropriate and/or transfer from available funds such sums of money necessary to fund the Fiscal Year 2020 Town Capital Budget (Appendix B), and that to meet this appropriation the Town Treasurer, with the approval of the Selectmen, be and hereby is authorized to borrow for those purposes itemized in said Appendix B as being funded through borrowing under and pursuant to M.G.L. Chapter 44, Section 7, or pursuant to any other enabling authority, to issue bonds or notes of the Town therefor, and further, to authorize any

**Final Draft to Select board on March 26, 2019**

premium received by the Town upon the sale of any bonds or notes approved by this vote, less any such premium applied to the payment of the costs of issuance of such bonds or notes, to be applied to the payment of costs approved hereunder in accordance with M.G.L. c. 40, §20, thereby reducing by a like amount the amount authorized to be borrowed to pay such costs, or to do or act anything thereon.

*Majority vote required.*

(Requested by the Board of Selectmen)

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

**SUMMARY:** This Article requests approval of appropriations and transfers for the Fiscal Year 2020 Capital Budget. Capital items that require borrowing are in separate articles later in the warrant. (See Appendix B, page 66)

**ARTICLE 4: FY 2020 Marina Enterprise Budget.** To see if the Town will vote to raise and appropriate and/or transfer from available funds such sums of money necessary to fund the Fiscal Year 2020 Marina Enterprise Fund Budget, or do or act anything thereon.

(Requested by the Board of Selectmen)

**Board of Selectmen:** Recommends 5-0.  
**Finance Committee:** Recommends 8-0

**SUMMARY:** This Article requests approval of the Fiscal Year 2020 Marina Services Enterprise Fund Budget. (See Appendix C)

**ARTICLE 5: FY 2020 Water Enterprise Budget.** To see if the Town will vote to raise and appropriate and/or transfer from available funds such sums of money necessary to fund the Fiscal Year 2020 Water Enterprise Fund Budget, or do or act anything thereon.

(Requested by the Board of Selectmen)

**Board of Selectmen:** Recommends 5-0.  
**Finance Committee:** Recommends 7-1

**SUMMARY:** This Article requests approval of the FY2020 Water Enterprise Fund Budget. (See Appendix D)

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

*4/5 Vote Required*

(Requested by the Board of Selectmen)

Invoices as of printing of warrant:

|                                 |                                            |
|---------------------------------|--------------------------------------------|
| Outer Cape Health Services      | \$12,500 Navigator Program                 |
| Air Cleaning Specialist of N.E. | \$ 2,266 Fire station exhaust vent repairs |
| CDW, Inc                        | \$ 524 Computer supplies                   |

**Board of Selectmen:** Recommends 5-0.  
**Finance Committee:** Recommends 8-0

**SUMMARY:** This article requests authorization to pay invoices from fiscal year 2018. Once the fiscal year has been closed out only town meeting voters may authorize payment of invoices from that fiscal year. The vendor was late in submitting the invoices to the Town.



**SECTION II: ADDITIONAL FINANCIAL ARTICLES**

**ARTICLE 7: Fund Firefighters Union Contract.** To see if the Town will vote to raise and appropriate and/or transfer from any available source of funds an amount of money sufficient to fund the first year of a collective bargaining agreement between the Town of Wellfleet and the Wellfleet Permanent Firefighters beginning July 1, 2019 or do or act anything thereon.

(Requested by the Board of Selectmen)

**Board of Selectmen:** Recommendation withheld until town meeting.

**Finance Committee:** Recommendation withheld until town meeting.

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

**ARTICLE 8: Fund Teamsters Union Contract.** To see if the Town will vote to raise and appropriate and/or transfer from any available source of funds an amount of money sufficient to fund the first year of a collective bargaining agreement between the Town of Wellfleet and the Teamsters Union beginning July 1, 2019 or do or act anything thereon.

(Requested by the Board of Selectmen)

**Board of Selectmen:** Recommendation withheld until town meeting.

**Finance Committee:** Recommendation withheld until town meeting.

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

**ARTICLE 9: Fund Communications Union Contract.** To see if the Town will vote to raise and appropriate and/or transfer from any available source of funds an amount of money sufficient to fund the first year of a collective bargaining agreement between the Town of Wellfleet and the Wellfleet Communications Union beginning July 1, 2019 or do or act anything thereon.

(Requested by the Board of Selectmen)

**Board of Selectmen:** Recommendation withheld until town meeting.

**Finance Committee:** Recommendation withheld until town meeting.

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

**ARTICLE 10: Non-Union and Other Personnel Salaries & Compensation.** To see if the Town will vote to raise and appropriate and/or transfer from available funds such sums of money necessary to fund wage and salary adjustments for non-union and other personnel beginning July1, 2019, or do or act anything thereon.

(Requested by the Board of Selectmen)

**Board of Selectmen:** Recommendation withheld until town meeting.

**Finance Committee:** Recommendation withheld until town meeting.

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

**Final Draft to Select board on March 26, 2019**

**ARTICLE 11: Chapter 90 Road Repairs.** To see if the Town will vote to raise and appropriate and/or transfer from available funds \$243,219 in anticipation of reimbursement to be received pursuant to General Laws, chapter 90 as amended; said funds to be expended to repair and resurface Town roads and to carry out other authorized projects under the direction of the Department of Public Works, or do or act anything thereon.

(Requested by the Board of Selectmen)

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

**SUMMARY:** This Article will allow the Town to contract for paving services and other authorized projects in anticipation of receiving State reimbursement.

**ARTICLE 12: Additional Fire Department Position – (Funded by Ambulance Fund)** To see if the Town will vote to raise and appropriate and/or transfer from any available source of funds \$79,000, or any other sum for the purpose of funding one new Firefighter/EMT/Paramedic position; or do or act anything thereon.

(Requested by the Board of Selectmen  
and the Fire Chief)

**Board of Selectmen:** Recommends 5-0  
**Finance Committee:** 0-0.

**SUMMARY:** This article would fund the cost of adding one additional Firefighter/EMT/Paramedic. Funding in the first year would be through a transfer from the Ambulance Fund. Costs include starting salary of each position (\$53,213), uniforms and protective clothing (\$1,900), holiday and call back costs (\$11,900) and an estimate of benefits and training costs (\$11,987). The total payroll, estimated benefits and training costs of one position is \$79,000.

**ARTICLE 13: Additional Fire Department Position – (Funded via override)** To see if the Town will vote to raise and appropriate and/or transfer from any available source of funds \$79,000, or any other sum for the purpose of funding one new Firefighter/EMT/Paramedic position; provided, however that no sums shall be expended hereunder unless and until the Town shall have voted to assess an additional \$79,000 in real estate and personal property taxes pursuant to the provisions of G. L. c. 59, §21C (Proposition 2 ½), or do or act anything thereon.

(Requested by the Board of Selectmen  
and the Fire Chief)

**Board of Selectmen:** Recommends 5-0  
**Finance Committee:** 0-0.

**SUMMARY:** This article would fund the cost of adding one additional Firefighter/EMT/Paramedic. Funding, if approved, would be through a 2 ½ override. Costs include starting salary of each position (\$53,213), uniforms and protective clothing (\$1,900), holiday and call back costs (\$11,900) and an estimate of benefits and training costs (\$11,987). The total payroll, estimated benefits and training costs of one position is \$79,000.

**Effect on Property Taxes:** The cost of \$79,000 would add 3.6 cents to the tax rate and would cost the owner of a median priced (\$538,524) single-family home \$19.39.

**ARTICLE 14: Wellfleet Harbor Dredging** To see if the Town will vote to appropriate the sum of \$7,500,000, or any other sum, for the purpose of paying all costs related to preventive maintenance

**Final Draft to Select board on March 26, 2019**

dredging and for the payment of all other costs incidental and related thereto, and that to meet this appropriation the Town Treasurer, with the approval of the Selectmen be and hereby is authorized to borrow said amount under and pursuant to M.G.L. c. 44, §7 (1), or pursuant to any other enabling authority, and to issue bonds or notes of the Town therefor; provided, however that no sums shall be borrowed or expended hereunder unless and until the Town shall have voted to exclude the amounts necessary to pay debt service on any bonds or notes issued pursuant to this vote from the limits of M.G.L. c. 59, §21C (Proposition 2½). Any premium received upon the sale of any bonds or notes approved by this vote, less any such premium applied to the payment of the costs of issuance of such bonds or notes, may be applied to the payment of costs approved by this vote in accordance with M.G.L. c. 44, §20, thereby reducing the amount authorized to be borrowed to pay such costs by a like amount. Or to take any other action in relation thereto.

***Two-thirds vote required***

(Requested by the Board of Selectmen and  
The Dredging Task Force)

**Board of Selectmen: 0-0.**

**Finance Committee:**

**Dredging Task Force: Recommends 3-0**

**SUMMARY:** This article requests funding dredging Wellfleet Harbor. Expenses may include, but are not limited to, employing contractors to perform the work, purchasing equipment for dredging and consulting fees to develop a maintenance dredging plan for the Town. Approval of funding will allow the Town to request grants from the Commonwealth of Massachusetts.

**Effect on Property Taxes:** The cost of \$7,500,000 would be borrowed and would add 38.2 cents to the tax rate in the first year and would cost the owner of a median priced (\$538,524) single-family home \$205.57.

**ARTICLE 15: Capital Improvement–Fire Dept Ladder Truck** Capital Improvement–Fire Dept Ladder Truck To see if the Town will vote to appropriate the sum of \$285,000, or any other sum, for the purpose of paying the cost of purchasing, outfitting and equipping a combination aerial ladder/pumper truck for the Fire Department, whether new or used, and for the payment of all other costs incidental or related thereto, and that to meet this appropriation the Town Treasurer, with the approval of the Selectmen be and hereby is authorized to borrow said amount under and pursuant to M.G.L. c. 44, §7 (1), or pursuant to any other enabling authority, and to issue bonds or notes of the Town therefor; provided, however, that no sums shall be borrowed or expended hereunder unless and until the Town shall have voted to exclude the amounts necessary to pay debt service on any bonds or notes issued pursuant to this vote from the limits of M.G.L. c. 59, §21C (Proposition 2½). Any premium received upon the sale of any bonds or notes approved by this vote, less any such premium applied to the payment of the costs of issuance of such bonds or notes, may be applied to the payment of costs approved by this vote in accordance with M.G.L. c. 44, §20, thereby reducing the amount authorized to be borrowed to pay such costs by a like amount. Or to take any other action in relation thereto.

***Two-thirds vote required***

**Board of Selectmen: Recommends 5-0.**

**Finance Committee: Recommends 8-0**

**SUMMARY:** This article requests funding for the purchase of a used aerial ladder/ pumper truck to replace Ladder Truck 93, for the Wellfleet Fire Department. Ladder 93 will be thirty-

**Final Draft to Select board on March 26, 2019**

four years old next year, is becoming no longer cost effective to maintain and beyond its useful life span.

Effect on Property Taxes: The cost of \$285,000 would be borrowed and would add 1.9 cents to the tax rate in the first year and would cost the owner of a median priced (\$538,524) single-family home \$10.14.

**ARTICLE 16: Funding for Paramedic Training Program.** To see if the Town will vote to raise and appropriate and/or transfer from available funds the sum of \$10,000, or any other sum, for the purpose of creating and funding a paramedic training fund to pay for medic training for future Wellfleet Fire and Rescue staff, provided, or do or act anything thereon.

*Majority vote required*

**Board of Selectmen:** Recommends 5-0.

**Finance Committee:** Reserves Recommendation.

**SUMMARY:** This article would fund a paramedic training program for the Wellfleet Fire and Rescue Department with the intent to improve recruiting and retention for the Department. Paramedics who left the department in their first year of employment would be required to reimburse the Town for the full cost. Paramedics who left the department in their 2<sup>nd</sup> year would be required to reimburse the Town for 2/3 of the costs and those who left in their 3<sup>rd</sup> year would be required to reimburse the Town for 1/3 of the costs.

**ARTICLE 17: Capital Improvement-DPW Street Sweeper** To see if the Town will vote to appropriate the sum of \$265,000, or any other sum, for the purpose of paying the cost of purchasing and initially equipping a street sweeper for the Department of Public Works and for the payment of all other costs incidental and related thereto, and that to meet this appropriation the Town Treasurer, with the approval of the Selectmen be and hereby is authorized to borrow said amount under and pursuant to M.G.L. c. 44, §7 (9), or pursuant to any other enabling authority, and to issue bonds or notes of the Town therefor; provided, however, that no sums shall be borrowed or expended hereunder unless and until the Town shall have voted to exclude the amounts necessary to pay debt service on any bonds or notes issued pursuant to this vote from the limits of M.G.L. c. 59, §21C (Proposition 2 ½). Any premium received upon the sale of any bonds or notes approved by this vote, less any such premium applied to the payment of the costs of issuance of such bonds or notes, may be applied to the payment of costs approved by this vote in accordance with M.G.L. c. 44, §20, thereby reducing the amount authorized to be borrowed to pay such costs by a like amount. Or to take any other action in relation thereto.

*Two-thirds vote required*

(Requested by the Board of Selectmen)

**Board of Selectmen:** Recommends 5-0.

**Finance Committee:** Recommends 8-0

**SUMMARY:** This article requests funding for the purchase of a street sweeper to replace the one purchased in 2009.

Effect on Property Taxes: The cost of \$265,000 would be borrowed and would add 1.8 cents to the tax rate in the first year and would cost the owner of a median priced (\$538,524) single-family home \$9.43.

**Final Draft to Select board on March 26, 2019**

**ARTICLE 18: Capital Improvement-DPW Front End Loader** To see if the Town will vote to appropriate the sum of \$220,000, or any other sum, for the purpose of paying the cost of purchasing and initially equipping a front end loader for the Department of Public Works and for the payment of all other costs incidental and related thereto, and that to meet this appropriation the Town Treasurer, with the approval of the Selectmen be and hereby is authorized to borrow said amount under and pursuant to M.G.L. c. 44, §7 (1), or pursuant to any other enabling authority, and to issue bonds or notes of the Town therefor; provided, however that no sums shall be borrowed or expended hereunder unless and until the Town shall have voted to exclude the amounts necessary to pay debt service on any bonds or notes issued pursuant to this vote from the limits of M.G.L. c. 59, or §21C (Proposition 2½). Any premium received upon the sale of any bonds or notes approved by this vote, less any such premium applied to the payment of the costs of issuance of such bonds or notes, may be applied to the payment of costs approved by this vote in accordance with M.G.L. c. 44, §20, thereby reducing the amount authorized to be borrowed to pay such costs by a like amount. Or to take any other action in relation thereto.

*Two-thirds vote required*

(Requested by the Board of Selectmen)

**Board of Selectmen: Recommends 5-0.**

**Finance Committee: Recommends 8-0**

**SUMMARY:** This article requests funding for the purchase of a front-end loader to replace the one purchased in 2005.

**Effect on Property Taxes:** The cost of \$220,000 would be borrowed and would add 1.5 cents to the tax rate in the first year and would cost the owner of a median priced (\$538,524) single-family home \$7.83.

**ARTICLE 19: Capital Improvement-DPW Refuse/Recycling Trailer** To see if the Town will vote to appropriate the sum of \$75,000, or any other sum, for the purpose of paying the cost of purchasing and initially equipping a refuse/recycling trailer for the Department of Public Works and for the payment of all other costs incidental and related thereto, and that to meet this appropriation the Town Treasurer, with the approval of the Selectmen be and hereby is authorized to borrow said amount under and pursuant to M.G.L. c. 44, §7(9), or pursuant to any other enabling authority, and to issue bonds or notes of the Town therefor; provided, however that no sums shall be borrowed or expended hereunder unless and until the Town shall have voted to exclude the amounts necessary to pay debt service on any bonds or notes issued pursuant to this vote from the limits of M.G.L. c. 59, §21C (Proposition 2 ½). Any premium received upon the sale of any bonds or notes approved by this vote, less any such premium applied to the payment of the costs of issuance of such bonds or notes, may be applied to the payment of costs approved by this vote in accordance with M.G.L. c. 44, §20, thereby reducing the amount authorized to be borrowed to pay such costs by a like amount. Or to take any other action in relation thereto.

*Two-thirds vote required*

(Requested by the Board of Selectmen)

**Board of Selectmen: Recommends 5-0.**

**Finance Committee: Recommends 8-0**

**SUMMARY:** This article requests funding for the purchase of a 100 yard refuse/recycling trailer for the transfer station.

**Final Draft to Select board on March 26, 2019**

Effect on Property Taxes: The cost of \$75,000 would be borrowed and would add 0.5 cents to the tax rate in the first year and would cost the owner of a median priced (\$538,524) single-family home \$2.67.

**ARTICLE 20: Capital Improvement-Police Cruiser** To see if the Town will vote to appropriate the sum of \$40,000, or any other sum, for the purpose of paying the cost of purchasing and equipping a police cruiser for the Police Department and for the payment of all other costs incidental and related thereto, and that to meet this appropriation the Town Treasurer, with the approval of the Selectmen be and hereby is authorized to borrow said amount under and pursuant to M.G.L. c. 44, §7, or pursuant to any other enabling authority, and to issue bonds or notes of the Town therefor; provided, however that no sums shall be borrowed or expended hereunder unless and until the Town shall have voted to exclude the amounts necessary to pay debt service on any bonds or notes issued pursuant to this vote from the limits of M.G.L. c. 59, §21C (Proposition 2 ½). Any premium received upon the sale of any bonds or notes approved by this vote, less any such premium applied to the payment of the costs of issuance of such bonds or notes, may be applied to the payment of costs approved by this vote in accordance with M.G.L. c. 44, §20, thereby reducing the amount authorized to be borrowed to pay such costs by a like amount. Or to take any other action in relation thereto.

*Two-thirds vote required*

(Requested by the Board of Selectmen)

**Board of Selectmen:** Recommends 5-0.

**Finance Committee:** Recommends 8-0

**SUMMARY:** This article proposes the purchase of a police cruiser as part of the ongoing vehicle replacement plan for the Police Department.

Effect on Property Taxes: The cost of \$40,000 would be borrowed and would add 0.4 cents to the tax rate in the first year and would cost the owner of a median priced (\$538,524) single-family home \$2.41.

**ARTICLE 21: Capital Improvement-Building and Grounds Improvements** To see if the Town will vote to appropriate the sum of \$50,000 or any other sum for the purpose of paying the cost of buildings and grounds improvements to the Town Hall and at the Wellfleet Library and for the payment of all other costs incidental and related thereto, and that to meet this appropriation the Town Treasurer, with the approval of the Selectmen be and hereby is authorized to borrow said amount under and pursuant to M.G.L. c. 44, §7, or pursuant to any other enabling authority, and to issue bonds or notes of the Town therefor; provided, however that no sums shall be borrowed or expended hereunder unless and until the Town shall have voted to exclude the amounts necessary to pay debt service on any bonds or notes issued pursuant to this vote from the limits of M.G.L. c. 59, §21C (Proposition 2 ½). Any premium received upon the sale of any bonds or notes approved by this vote, less any such premium applied to the payment of the costs of issuance of such bonds or notes, may be applied to the payment of costs approved by this vote in accordance with M.G.L. c. 44, §20, thereby reducing the amount authorized to be borrowed to pay such costs by a like amount. Or to take any other action in relation thereto.

*Two-thirds vote required*

(Requested by the Board of Selectmen)

**Board of Selectmen:** Recommends 3-2.

**Finance Committee:** Recommends 8-0

**Final Draft to Select board on March 26, 2019**

**SUMMARY:** This article requests funding for improvements to the town hall basement flooring (\$30,000), the Wellfleet Library restrooms (\$8,000) and the parking lot and sidewalks (\$12,000) surrounding the library building.

**Effect on Property Taxes:** The cost of \$50,000 would add 2.3 cents to the tax rate for one year and would cost the owner of a median priced (\$538,524) single-family home \$12.27.

**ARTICLE 22: Capital Improvement-Fuel Storage Tanks for Marina** To see if the Town will vote to appropriate the sum of \$526,208 or any other sum for the purpose of removing the existing fuel storage tanks at the Marina and purchasing and installing new above ground fuel storage tanks at the Wellfleet Marina and for the payment of all other costs incidental and related thereto, and that to meet this appropriation the Town Treasurer, with the approval of the Selectmen be and hereby is authorized to borrow said amount under and pursuant to M.G.L. c. 44, §7, or pursuant to any other enabling authority, and to issue bonds or notes of the Town therefor. Any premium received upon the sale of any bonds or notes approved by this vote, less any such premium applied to the payment of the costs of issuance of such bonds or notes, may be applied to the payment of costs approved by this vote in accordance with M.G.L. c. 44, §20, thereby reducing the amount authorized to be borrowed to pay such costs by a like amount. Or to take any other action in relation thereto.

*Two-thirds vote required*

(Requested by the Board of Selectmen)

**Board of Selectmen:** Recommends 5-0.

**Finance Committee:** Recommendation withheld until town meeting.

**Shellfish Advisory Board:** Recommends 7-0

**SUMMARY:** This article requests funding to remove the existing fuel storage oil tanks at the Marina and purchase and install new storage tanks. The current tanks are over thirty years old and the insurance company has informed us that they do not normally insure tanks that are over thirty years old. The existing tanks are at the end of their useful life. Debt service for the tanks will be paid out of the Marina Enterprise Fund.

**ARTICLE 23: Purchase of Parcel 17 on Map 34** To see if the Town will vote to appropriate the sum of \$3,400,000, or any other sum, for the purpose of paying all costs related to the purchase of land owned by the HDYLTA trust, for the purchase of Map 34, Lot 17, not including land owned deeded to others within the bounds of that lot. And that to meet this appropriation the Town Treasurer, with the approval of the Selectmen be and hereby is authorized to borrow said amount under and pursuant to M.G.L. c. 44, §7, or pursuant to any other enabling authority, and to issue bonds or notes of the Town therefor; provided, however that no sums shall be borrowed or expended hereunder unless and until the Town shall have voted to exclude the amounts necessary to pay debt service on any bonds or notes issued pursuant to this vote from the limits of M.G.L. c. 59, §21C (Proposition 2½). Any premium received upon the sale of any bonds or notes approved by this vote, less any such premium applied to the payment of the costs of issuance of such bonds or notes, may be applied to the payment of costs approved by this vote in accordance with M.G.L. c. 44, §20, thereby reducing the amount authorized to be borrowed to pay such costs by a like amount. Or to take any other action in relation thereto.

*Two-thirds vote required*

(Requested by the Board of Selectmen)

**Board of Selectmen:** 0-0.

**Finance Committee:**

**Final Draft to Select board on March 26, 2019**

**SUMMARY:** This article requests funding for purchase of Map 34, Lot 17, not including land owned deeded to others within the bounds of that lot from the HDYLTA Trust so secure shellfishing acres in the Wellfleet Harbor.

**Effect on Property Taxes:** The cost of \$3,400,000 would be borrowed and would add 14.7 cents to the tax rate in the first year and would cost the owner of a median priced (\$538,524) single-family home \$79.28.

**ARTICLE 24: Other Post-Employment Benefits (“OPEB”) Appropriation.** To see if the Town will vote to raise and appropriate, or transfer from available funds the sum of \$200,000, or any other sum, to be added to the Town’s Other Post-Employment Benefits Liability Trust Fund or do or act anything thereon.

(Requested by the Board of Selectmen)

**Board of Selectmen:** Recommends 5-0.

**Finance Committee:** Recommends 8-0

**SUMMARY:** This amount will help to fund the Town’s share of future health insurance costs for current employees and retirees. As of June 30, 2016, the actuarial valuation of Wellfleet’s unfunded liability for these costs was \$7,987,654. The audited fund balance in the OPEB Trust Fund as of June 30, 2018 (\$1,475,735) plus the amount approved at the 2018 ATM for deposit in FY 2019 (\$250,000) sums up to an approximate balance of \$1,725,735.

**ARTICLE 25: Marina Enterprise Stabilization Fund** To see if the Town will vote to raise and appropriate and/or transfer from the Marina Parking fund the sum of \$10,000, or any other sum, for the purpose of contributing to the Marina Enterprise Stabilization Fund, or do or act anything thereon.

(Requested by the Board of Selectmen)

**Board of Selectmen:** Recommends 5-0.

**Finance Committee:** Recommends 8-0

**SUMMARY:** By a majority vote the Town may appropriate into this fund in any year an amount not to exceed ten percent of the prior year’s tax levy. These funds are a reserve for future capital improvements to the Marina. The audited fund balance as of June 30, 2018 was \$40,368. Adding the FY 2019 contribution (\$10,000) and the contribution requested by this article would bring the account to approximately \$60,368.

**ARTICLE 26: Transfer to Stabilization Fund** To see if the Town will vote to raise and appropriate and/or transfer from available funds the sum of \$40,000, or any other sum, for the purposes of contributing to the Stabilization Fund, or do or act anything thereon.

(Requested by the Board of Selectmen)

**Board of Selectmen:** Recommends 5-0.

**Finance Committee:** Recommends 8-0

**SUMMARY:** By a majority vote the Town may appropriate into this fund in any year an amount not to exceed ten percent of the prior year’s tax levy. These funds are a reserve to stabilize tax rates from year to year due to unexpected financial requirements. The audited fund balance in the Stabilization Fund as of June 30, 2018 (761,000) plus the amount approved at the 2018 ATM for deposit in FY 2019 (\$155,000) sums up to an approximate balance of \$916,000. This



**Final Draft to Select board on March 26, 2019**

contribution of \$40,000 will bring the Town to approximately \$956,000 which meets the Selectmen's fiscal policy goal of 5% of the operating budget.

**ARTICLE 27: Transfer to LCCATV Fund** To see if the Town will vote to transfer from the Cable Receipts Fund the sum of \$180,269 to fund local television access programming for the operation of the two local access television channels, 99 and 22, or do or act anything thereon.

(Requested by the Board of Selectmen)

**Board of Selectmen:** Recommends 5-0.

**Finance Committee:** Recommends 6-0

**Cable Advisory Committee:** Recommends 4-0

**SUMMARY:** This article provides funding for the local government programming (channel 22) and Lower Cape Community Access Television (channel 99). COMCAST, through your cable TV bills, provides the funding to the cable receipts fund.

**ARTICLE 28: Community Preservation** To see if the Town will vote to hear and act on the report of the Community Preservation Committee on the Fiscal Year 2020 Community Preservation budget and to appropriate from the Community Preservation Fund estimated annual revenues a sum of \$26,837.25 to meet the administrative expenses and all other necessary and proper expenses of the Community Preservation Committee for Fiscal Year 2019; and further to appropriate from Community Preservation Fund estimated revenues a sum of \$52,900 for open space debt service; a sum of \$775.51 to reserve for open space; a sum of \$53,674.51 to reserve to for community housing; and further to reserve for future appropriation a sum of \$53,674.51 for historic resources as recommended by the Community Preservation Committee, as well as a sum of \$346,884.28 to be placed in the 2020 Budgeted Reserve for general Community Preservation Act purposes, or do or act anything thereon.

(Requested by

The Community Preservation Committee)

**Board of Selectmen:** Recommends 5-0.

**Finance Committee:** Recommends 6-0.

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

**SUMMARY:** This is an annual CPC housekeeping article. Out of a total projected revenue figure of \$536,745.05 for Fiscal Year 2020, \$26,837.25 is the 5% of estimated for administrative expenses, as provided by the Community Preservation Act. Open Space's 10% is allocated as the funding source for Land Bank debt service in the capital budget. There is a remainder of \$774.51 to be placed in an Open Space Reserve after debt service has been met. Community Housing's 10%, and Historic Resources' 10% are reserved respectively for housing and historic preservation purposes. The balance of \$348,884.28 is reserved for approved CPA projects in any category including Recreation.

**ARTICLE 29: Community Preservation** To see if the Town will vote, pursuant to MGL c.44B, to appropriate \$59,023 from the Community Preservation Fund housing budgeted reserve revenues and \$15,977 from estimated annual revenues, for a total sum of \$75,000.00 for the purpose of hiring a consultant to provide technical assistance to the Wellfleet Housing Authority and the Wellfleet Local Housing Partnership for the purpose of promoting and supporting community housing, or do or act anything thereon.

(Requested by

The Community Preservation Committee)

**Final Draft to Select board on March 26, 2019**

**Board of Selectmen:** Recommends 5-0.  
**Finance Committee:** Recommends 6-0.  
**Community Preservation Committee:** Recommends 7-0  
**Housing Authority:** Recommends 4-0  
**Local Housing Partnership:** Recommends 5-0

**Summary:** The Housing Authority and the Local Housing Partnership are requesting a housing specialist to help the Town of Wellfleet to produce more timely affordable housing units, both for ownership and year-round rental. They seek professional expertise in dealing with very detailed and complicated State and Federal regulations.

**ARTICLE 30: Community Preservation** To see if the Town will vote, pursuant to MGL c.44B, to appropriate \$59,023 from the Community Preservation Fund budgeted housing reserve and \$40,977 from projected Fiscal Year 2020 revenues for a total of \$100,000 to the Affordable Housing Trust Fund for the purpose of support community housing, or do or act anything thereon.

(Requested by  
The Community Preservation Committee)

**Board of Selectmen:** Recommends 5-0.  
**Finance Committee:** Recommends 6-0.  
**Community Preservation Committee:** Recommends 7-0  
**Housing Authority:** Recommends 4-0  
**Local Housing Partnership:** Recommends 5-0

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

**ARTICLE 31: Community Preservation** To see if the Town will vote, pursuant to MGL c.44B, to appropriate from the Community Preservation Fund estimated annual revenues, the sum of \$7,500 to be granted to the Community Development Partnership-sponsored Cape Housing Institute in Fiscal Year 2020 for the support of community housing, or do or act anything thereon.

(Requested by  
The Community Preservation Committee)

**Board of Selectmen:** Recommends 5-0.  
**Finance Committee:** Recommends 6-0.  
**Community Preservation Committee:** Recommends 7-0  
**Housing Authority:** Recommends 4-0  
**Local Housing Partnership:** Recommends 5-0

**SUMMARY:** Community Development Partnership (CDP) is offering the Cape Housing Institute for a third year. CDP is seeking contributions from the participating towns towards the costs of another seminar series to develop better understanding of Community Housing needs and to create more effective advocates for Affordable Housing.

**ARTICLE 32: Community Preservation** To see if the Town will vote, pursuant to MGL c.44B, to appropriate from the Community Preservation Fund estimated annual revenues the sum of \$60,000 to

**Final Draft to Select board on March 26, 2019**

contribute to the cost of a permanent shade pavilion for the purpose of preserving and rehabilitating land for recreational uses at Baker's Field, or do or act anything thereon.

(Requested by  
The Community Preservation Committee)

**Board of Selectmen:** Recommends 5-0.

**Finance Committee:** Recommends 6-0.

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

**SUMMARY:** The Recreation Department's goal is to eliminate the ongoing rental cost of a temporary tent used each year for only two months in the summer, with instead an enhanced permanent pavilion (with the useful life of up to 20 years) measuring 30 x 40' in order to create a community space for all year use. Creating this flexible space would allow us to have enhanced programming for special events, civil engagement, cultural or musical events, interpretive learning as well as other uses for various recreational activities at Baker's Field.

**ARTICLE 33: Community Preservation** To see if the Town will vote, pursuant to MGL c.44B, to raise and appropriate from the Community Preservation Fund historical budgeted reserve revenues the sum of \$30,000 to promote the preservation, rehabilitation and restoration of historic resources through the support of the Wellfleet Historical Plan by the creation of additional Form B inventories, storage upgrades and a workshop for owners of historic homes, and to offer a second workshop on historic preservation, or do or act anything thereon.

(Requested by The Community Preservation Committee)

**Board of Selectmen:** Recommends 5-0.

**Finance Committee:** Recommends 6-0.

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

**Historical Commission:** Recommends 0-0.

**SUMMARY:** The Historical Commission's goal is to create a comprehensive historical plan which will include an inventory and street-view assessment of all buildings and structures over 75 years old. The Historical Commission's consultant will be able to continue compiling "Form B" inventories — fact sheets on historic properties in Wellfleet — which are stored at the Wellfleet Public Library and are available online at the Massachusetts Historical Commission's website: [www.mhc-macris.org](http://www.mhc-macris.org) (Massachusetts Cultural Resource Information System).

**ARTICLE 34: Pre School Voucher Program for 3 year old children** To see if the Town will vote to raise and appropriate and/or transfer from available funds the sum of \$100,000, or any other sum, for the purpose of partially paying the cost of preschool for three year old children of Wellfleet residents, provided, however that no sums shall be expended hereunder unless and until the Town shall have voted to assess an additional \$100,000 in real estate and personal property taxes pursuant to the provisions of G. L. c. 59, §21C (Proposition 2½), or do or act anything thereon.

*Majority vote required*

**Board of Selectmen:** Recommends 5-0.

**Finance Committee:** Recommends 7-0.

**Final Draft to Select board on March 26, 2019**

**SUMMARY:** This article would create a fund to be administered by the Human Services Committee to provide vouchers to Wellfleet residents in an amount not to exceed \$7,000 per child to partially fund the cost of preschool for three-year-olds.

**Effect on Property Taxes:** The cost of \$100,000 would add 4.6 cents to the tax rate in the first year and would cost the owner of a median priced (\$538,524) single-family home \$24.55.

**ARTICLE 35: Shellfish Revolving Fund** To see if the Town will vote to establish a Revolving Fund for Shellfish Propagation in accordance with Massachusetts General Laws Chapter 44, Section 53E½, which will be kept separate and apart from all other monies by the Treasurer, and in which shall be deposited seventy-five percent (75%) of the receipts that are collected into the existing Shellfish Fund by said Town from the issuance of Commercial and Recreational Shellfish and Eel Permits, Aquaculture License Fees, and any other fees relating to the management, oversight and propagation of shellfish under the shellfish department's purview that may be established in the future. The principal of this fund shall be spent under the direction of the Shellfish Constable with the advice of the Shellfish Advisory Board subject to final approval of the Board of Selectmen, for the propagation, cultivation, protection and study of shellfish, including all or part of municipal salaries and fringe benefits of propagation employees. Interest earned on any revolving fund balance shall be treated as general fund revenue of the Town.  
Or take any action in relation thereto.

**Board of Selectmen:** Recommends 5-0

**Finance Committee:** Recommends 5-0-1.

**Shellfish Advisory Board:** Recommends 7-0

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

**ARTICLE 36: Water Resources Director:** To see if the Town will vote to raise and appropriate and/or transfer from any available source of funds \$95,000 for compensation and \$50,000 for benefits and office space, or any other sum for the purpose of funding a new position to implement the Town's required Wastewater Management Plan and oversee the management of the Town's Water System within the Enterprise Fund; provided, however that no sums shall be expended hereunder unless and until the Town shall have voted to assess an additional \$145,000 in real estate and personal property taxes pursuant to the provisions of G. L. c. 59, §21C (Proposition 2 ½), or do or act anything thereon.

*Majority vote required*

**Board of Selectmen:** Recommends 4-1.

**Finance Committee:** Reserve Recommendation.

**Final Draft to Select board on March 26, 2019**

**Shellfish Advisory Board:** Recommends 6-1

**Board of Water Commissioners:** 4-1

**Comprehensive Wastewater Management Planning Committee:** 0-0

**Board of Health:** 0-0

**Personnel Board:** 0-0

**SUMMARY:** The Town does not currently have any capacity to implement a State and Federally required wastewater plan and is required to do so under the State and EPA approved "208 Plan". The Wastewater Committee and the Board of Water Commissioners have worked together to find a cost efficient and economical solution which involves staffing the needs of Wastewater, which are currently un-staffed, while at the same time assuming management of the Water System to create efficiencies. The position funding includes compensation (\$80,000-\$95,00) and benefits/office space (\$50,000).

**Effect on Property Taxes:** The cost of \$145,000 would add 6.6 cents to the tax rate in the first year and would cost the owner of a median priced (\$538,524) single-family home \$35.59.

**ARTICLE 37: Old Shellfish Shack Renovations** To see if the Town will vote to raise and appropriate and/or transfer from available funds the sum of **\$42,000**, or any other sum, for funding renovations to the building known as the Old Shellfish Shack located next to the Mayo Beach parking lot, including all costs incidental and related thereto, provided, however that no sums shall be expended hereunder unless and until the Town shall have voted to assess an additional \$42,000 in real estate and personal property taxes pursuant to the provisions of M.G. L. c. 59, §21C (Proposition 2½). Or to take any other action in relation thereto.

*Majority vote required*

**Board of Selectmen:** Recommends 5-0.

**Finance Committee:** Does NOT recommend 5-1

**SUMMARY:** This article would fund the renovation costs of the old shellfish shack next to the Mayo Beach parking lot.

**Effect on Property Taxes:** The cost of \$42,000 would add 1.9 cents to the tax rate for one year and would cost the owner of a median priced (\$538,524) single-family home \$10.31.

**SECTION III: CHARTER AMENDMENTS, GENERAL BYLAWS and ACCEPTANCE of STATUTES ARTICLES**

**ARTICLE 38: Wellfleet Balloon Reduction Bylaw.**

To see if the Town will vote to amend the General Bylaws by adding a Section to Article VII of the General Bylaws as follows:

**Prohibition on Sale, Distribution, and Disposal of Balloons**

1. Purpose and Intent

The purpose of this Bylaw is to address public concerns regarding the environmental hazards to wildlife and marine life in the Town of Wellfleet posed by the release and improper disposal of balloons.

**Final Draft to Select board on March 26, 2019**

**2. Definitions**

Plastic, latex, rubber, or Mylar balloon Inflatable with liquid, air, or any other substance.

**3. Applicability**

Effective June 1, 2020, no person shall sell, or distribute to the public, any type of balloon (including, but not limited to inflatable plastic, latex, rubber or Mylar balloons). With respect to disposal, no person shall throw, deposit, discard, or otherwise discharge inflated or uninflated balloons into any street, alley, waterway, park, beach, or other public place in the Town of Wellfleet.

**4. Exemptions**

Launching or operation of lighter-than-air aircraft, or the launching of balloons inflated with lighter-than-air gas by government agencies or scientific organizations is allowed.

**5. Enforcement**

This bylaw may be enforced by any Town of Wellfleet police officer or other designee/agent authorized by the Selectboard.

**6. Fines and Penalties**

Any person or Establishment violating this chapter shall be punished by a non-criminal fine of not more than fifty dollars (\$50) for each offense.

(Requested by the Board of Selectmen  
and the Recycling Committee)

**Board of Selectmen: Recommends 5-0**

**Bylaw Committee: Recommends 3-0**

**Shellfish Advisory Board: Recommends 6-0**

**SECTION IV: ZONING BY LAW AMENDMENT ARTICLES**

**None.**

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

**ARTICLE 39: Disposition of Town Land to Conservation Commission.** To see if the Town will vote to transfer care, custody, management and control of Assessors Map 46, Parcel 19 Town owned property on Hatches Creek from the board or commission currently having custody thereof and from the purpose for which said property is currently held, to the Wellfleet Conservation Commission for open space purposes, or to do or act anything thereon.

*Two-thirds vote required.*

**Board of Selectmen: Recommends 5-0**

**Open Space Committee: Recommends 5-0.**

**Planning Board: 0-0**

**Conservation Commission : 0-0**

**Natural Resources Advisory Board: Recommends 4-0.**

**SUMMARY:** This 5.58 acre mostly wetland property is fully within ACEC, and abuts Audubon and other conservation properties

**Final Draft to Select board on March 26, 2019**

**ARTICLE 40: Disposition of Town Land to Conservation Commission.** To see if the Town will vote to transfer care, custody, management and control of Assessors Map 40, Parcels 81, 170, 171, 176, and 184, Town owed tidal and dune properties from the board or commission currently having custody thereof and from the purpose for which said property is currently held, to the Wellfleet Conservation Commission for open space purposes, or to do or act anything thereon.

*Two-thirds vote required.*

**Board of Selectmen:** Recommends 5-0

**Open Space Committee:** Recommends 5-0.

**Planning Board:**

**Conservation Commission:**

**Natural Resources Advisory Board:** Recommends 4-0.

**SUMMARY:** These properties are within the Areas of Critical Environmental Concern (ACEC) on Lieutenant Island abutting other conservation properties. The combined properties consist of 2.17 acres of upland and 4.37 acres of lowland.

**ARTICLE 41: Disposition of Town Land to Housing Authority.** To see if the Town will vote to transfer care, custody, management and control of Assessors Map 14, Parcel 112, Town owed property from the board or commission currently having custody thereof and from the purpose for which said property is currently held, to the Wellfleet Housing Authority for housing purposes, or to do or act anything thereon.

*Two-thirds vote required.*

**Board of Selectmen:** Recommends 5-0.

**Housing Authority:** Recommends 4-0

**Local Housing Partnership:** Recommends 5-0

**Planning Board:**

**Conservation Commission:**

**SUMMARY:** This property has access to Town water and is well suited for a small project. The Housing Authority believes this lot could be sensitively developed to provide much needed housing for Wellfleet.

**ARTICLE 42: Disposition of Town Owned Property – Long Term Lease.**

To see if the Town will vote to:

1. Transfer the care, custody, and control of the parcel of land located at 95 Lawrence Road, Wellfleet, MA, as shown on Assessors Map 13, Parcel 2-1, from the board or official having care, custody and control jointly to such board or official to maintain the current uses, including but not limited to the recreational ball field and the Town water tower and associated uses, for the purposes for which such parcel is currently held, and to the Board of Selectmen for the purpose of leasing and granting easements on, over or under such parcel for the sole purpose to create community rental housing on a portion of such parcel which community housing shall include low and moderate income housing as defined under Massachusetts General Laws, Chapter 40B, community housing as defined under

**Final Draft to Select board on March 26, 2019**

Massachusetts General Laws, Chapter 44B and market rate units, which mix of unit types may be determined by the Selectboard, the Wellfleet Housing Committees and other appropriate Town groups; and

2. Authorize the Board of Selectmen to (i) lease, through a written lease agreement, a portion of such parcel of land of not more than six acres, nor less than four acres for the sole purpose of community rental housing for a period of up to 99 years; (ii) grant such easements on, over or under such parcel of land as necessary or convenient; and (iii) take any actions and execute any other documents or ancillary agreements necessary, convenient, or appropriate to accomplish the foregoing and to implement and administer the lease agreement and easements, all of which agreements, easements and documents shall be on such terms and conditions and for such consideration as the Board of Selectmen deems in the best interests of the Town; or to act in any manner in relation thereto.

***Two Thirds Vote Required***

(Requested by  
The Board of Selectmen,  
The Local Housing Partnership, and the  
Wellfleet Housing Authority)

**Board of Selectmen: Recommends 5-0.**

**Local Housing Partnership: Recommends 5-0**

**Housing Authority: Recommends 4-0**

**SUMMARY:** It is the intention of the Board of Selectmen working closely with the Wellfleet Housing Authority and the Local Housing Partnership and other appropriate Town groups to develop community housing on the designated portion of the Town-owned 9.26 acres that are located at 95 Lawrence Road across from the Elementary School. Community rental housing can include a mix of one, two- and three-bedroom units aimed to address the needs of year-round rental housing for Families with Children, Working People and Seniors at a range of income levels from affordable and moderate income to market rate. The motion will allow the Board of Selectmen to lease this land to a potential developer of community housing.

**SECTION VI: UNCLASSIFIED ARTICLES**

**ARTICLE 43: Petitioned Article; Petition to General Court, Seals and Sharks.**

To see if the Town will vote to direct the Board of Selectmen to place the following question on the next election ballot:

Shall the Town of Wellfleet, Massachusetts petition the General Court of the Commonwealth of Massachusetts, and the Congress of the United States, for greater local control to mitigate the growing Cape Cod seal overpopulation problem, as well as the expanding and menacing Great White Shark problem?

(Petitioned Article)

**Board of Selectmen: Does NOT Recommend 5-0.**

**Finance Committee: 0-0**



**ARTICLE 44: Petitioned Article; Bike Trail Extension.**

To see if the Town will vote to request that the Board of Selectmen, the Conservation Commission, and the Planning Board consider alternate routes for the Bike Trail Extension and to ask the appropriate agencies of the Commonwealth to halt any planning or construction beyond Old County Road until those deliberations have occurred.

(Petitioned Article)

**Board of Selectmen: Does NOT Recommend 5-0.**

**ARTICLE 45: Petitioned Article; Energy Committee Charge.**

To see if the Wellfleet SelectBoard will change the name of the Wellfleet Energy Committee to the Wellfleet Energy and Climate Change Committee, increase the committee membership to seven (7) members and two (2) alternates, and modify its charge as shown below (deleted language appears as ~~strikethrough~~, added language appears as **boldface**),

~~The charge of the Wellfleet Energy Committee is to investigate, study and recommend viable methods for achieving energy conservation and for utilizing renewable sources of energy within the Town. This will include:~~

---

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

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

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

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

**Final Draft to Select board on March 26, 2019**

g) Planning Board in assessing the efficacy of Town by-laws.

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

(Petitioned Article)

**Board of Selectmen: Recommends Indefinite Postponement**

**Energy Committee: Recommends 4-0**

**ARTICLE 46: Petitioned Article; Municipal Plastic Bottle Reduction Policy.**

To see if the Town will vote to recommend the adoption of a Municipal Plastic Bottle Reduction policy as follows:

Plastic is a known human health hazard based on the fact that it cannot biodegrade and enters the human food chain. Further, plastic production relies on non-renewable fossil fuel resources and creates toxic emissions at the point of production, recycling, and incineration-based waste disposal. Also, there is evidence that hormone-like chemicals within plastic leach into bottled beverages, thereby presenting yet another entry point for adverse health consequences.

Avoidance of plastic circumvents the hazards associated with its manufacture, use, and disposal. In order to protect human health, wildlife, and the environment from plastic pollution, and serve as a model for organizations, businesses, and residents, this policy prohibits the Town of Wellfleet from procuring or distributing single-use plastic bottles or cups containing water or any other beverage.

A single-use plastic bottle or cup is a beverage container of any size made from any type of plastic resin, may contain recycled material, and may be sold as recyclable, biodegradable, or compostable.

This policy does not apply during a declaration of an emergency adversely affecting the availability and/or quality of drinking water by the Town, Commonwealth, or United States.

This policy may be temporarily waived by the Select Board for a specific circumstance where there is no viable alternative to single-use plastic containers.

or take any other action relative thereto.

(Petitioned Article)

**Board of Selectmen: Recommends 5-0.**

**Shellfish Advisory Board: Recommends 6-0**

**SECTION VII: STANDARD ANNUAL ARTICLES**

**ARTICLE 47: To see if the Town will vote to authorize the Town Administrator or his designee to dispose of the following articles of personal property by trade in or sale, or do or act anything thereon.**

None at time of printing.

**Board of Selectmen: Recommends 5-0.**

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

**Final Draft to Select board on March 26, 2019**

**ARTICLE 48:** To see if the Town will vote in accordance with G. L. c. 41, §38 to authorize the Town Collector to use all means for collecting taxes, which the Treasurer may use when appointed Collector, or do or act anything thereon.

**Board of Selectmen:** Recommends 5-0.

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

**ARTICLE 49:** To see if the Town will vote to assume liability in the manner provided by G. L. c. 91, §29 and 29A, as most recently amended, for damage that may be incurred for work to be performed by the Department of Environmental Protection of Massachusetts for improvement, development, maintenance and protection of tidal and non-tidal rivers and streams, great ponds, harbors, tidewaters, foreshores and shores along a public beach, excluding the Herring River and Herring River Dike, in accordance with G. L. c. 91, §11, and to authorize the Selectmen to execute and deliver a bond of indemnity therefore to the Commonwealth, or do or act anything thereon.

**Board of Selectmen:** Recommends 5-0.

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

**ARTICLE 50:** To see if the Town will vote pursuant to the provisions of G. L. c. 71, §16B, to reallocate the sum of the Town's required local contributions to the Nauset Regional School District in accordance with the Nauset Regional School District Agreement, rather than according to the formula of the Education Reform Act, so-called, for fiscal year 2020, or do or act anything thereon.

**Board of Selectmen:** Recommends 5-0.

**SUMMARY:** This annual request would apportion the operating budget of the Nauset Regional School District on a per pupil basis, rather than the Education Reform Act Formula. The Article will apportion the Nauset Regional School District Assessment for Fiscal 2020 to the four-member Towns based on their proportionate enrollment within the school district. This is the method provided within the inter-municipal agreement approved by the four Towns establishing the Nauset Regional School District and has been applied in each of the past fifteen years by Town Meeting vote.

**SECTION IX: STANDARD CLOSING ARTICLES**

**ARTICLE 51:** To hear reports of the Selectmen, Town Officers, and all other Committees and to act thereon, or do or act anything thereon.

**Board of Selectmen:** Recommends 5-0.

**ARTICLE 52:** To act on any other business that may legally come before the meeting.

**Final Draft to Select board on March 26, 2019**

**Board of Selectmen: Recommends 5-0.**

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

**ANNUAL TOWN ELECTION WARRANT**

Monday, April 29, 2019

The Commonwealth of Massachusetts

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

**GREETINGS:**

In the name of the Commonwealth of Massachusetts you are hereby required to notify and warn the inhabitants of the Town of Wellfleet qualified to vote in Town Affairs, to meet at the **WELLFLEET SENIOR CENTER, 715 OLD KING'S HIGHWAY in Wellfleet on Monday the 29<sup>th</sup> day of April, 2019, between twelve o'clock noon and seven o'clock p.m.**, then and there to vote for the election of the following Town officers: one Moderator for one year; two for Board of Selectmen for three years; one for the Wellfleet Elementary School Committee for three years; two for the Board of Library Trustees for three years; one for the Cemetery Commission for three years; one for the Housing Authority for five years and two for Constable for three years. Also, to vote on the following questions:

**Question 1:**

Shall this Town approve the charter amendment proposed by Town Meeting summarized below?

The proposed charter amendment, approved under Article 30 of the April 23, 2018 Annual Town Meeting, makes clerical and ministerial amendments throughout, bring certain processes into accord with state law and eliminates transitional provisions. The amendment also, among other things: changes name of Board of Selectmen to Selectboard; clarifies certain Town Meeting provisions and procedures, including changing date for filing citizen petitions from March 1 to 60 days prior to Annual Town Meeting, regulates presentation of operating expenditures, capital expenditures, and enterprise fund budgets, imposes 45-day minimum for calling special town meeting, and deletes requirement for a 2/3 vote to act on an article without a committee recommendation; renders process for appointment and removal, as well as authority of, Fire Chief consistent with G.L. c.48, §§ 42, 43, and 44, the "strong chief" statute; designates Town Administrator as Chief Procurement Officer and revises appointment authority of Town Administrator, including making Town Administrator appointing authority for positions of Herring Warden, Assistant Town Administrator, Town Clerk, Town Treasurer and Town Collector, and limiting authority of Selectboard to disapprove appointments to such appointments and appointments of other department heads and directors; provides for Selectboard appointment of alternate members of Board of Health, Planning Board, Conservation Commission and Board of Water Commissioners; creates a new Local Comprehensive Planning Committee; eliminates requirement that Personnel Board approve creation of new positions, and removes Town Administrator as an *ex officio* member; and moves date from June 1 to October 1 for submission to Finance Committee and Selectboard of Capital Improvement Plan.

**Question 2:**

Shall the Town of Wellfleet be allowed to assess an additional \$79,000 in real estate and personal property taxes for the purposes of funding one new full time Firefighter/EMT/Paramedic position,

**Final Draft to Select board on March 26, 2019**

including benefits and all other costs incidental or related thereto, for the fiscal year beginning July first, 2019?

**Question 3:**

Shall the Town of Wellfleet be allowed to exempt from the provisions of Proposition two and one-half, so-called, the amounts required to pay for the bond issued in order to purchase, outfit, and equip a combination aerial ladder/pumper truck for the Fire Department, whether used or otherwise, and all other costs incidental or related thereto?

**Question 4:**

Shall the Town of Wellfleet be allowed to exempt from the provisions of Proposition two and one-half, so-called, the amounts required to pay for the bond issued in order to purchase and equip a street sweeper for the Department of Public Works, and all other costs incidental and related thereto?

**Question 5:**

Shall the Town of Wellfleet be allowed to exempt from the provisions of Proposition 2½, so-called, the amounts required to pay for the bonds issued in order to pay costs of purchasing and equipping a front-end loader for the Department of Public Works, and for the payment of all other costs incidental and related thereto?

**Question 6:**

Shall the Town of Wellfleet be allowed to exempt from the provisions of Proposition 2½, so-called, the amounts required to pay for the bonds issued in order to pay costs of purchasing and equipping a refuse/recycling trailer for the Department of Public Works, and for the payment of all other costs incidental and related thereto?

**Question 7:**

Shall the Town of Wellfleet be allowed to exempt from the provisions of Proposition 2½, so-called, the amounts required to pay for the bonds issued in order to purchase and equip a police cruiser for the Police Department, and for the payment of all other costs incidental and related thereto?

**Question 8:**

Shall the Town of Wellfleet be allowed to exempt from the provisions of Proposition 2½, so-called, the amounts required to pay for the bonds issued in order to pay costs of building and grounds improvements to the Town Hall, 300 Main Street and at the Wellfleet Library, 55 West Main Street and for the payment of all other costs incidental and related thereto?

**Question 9:**

Shall the Town of Wellfleet be allowed to assess an additional \$100,000 in real estate and personal property taxes for the purpose of funding a voucher system for partial payment of the cost of universal preschool for three-year old children of Wellfleet residents for the fiscal year beginning July first, 2019?

**Question 10:**

Shall the Town of Wellfleet be allowed to assess an additional \$42,000 in real estate and personal property taxes for the purposes of renovating the structure known as the old Shellfish Shack, located next to the Mayo Beach parking lot, and all costs incidental and related thereto, for the fiscal year beginning July first, 2019?

**Final Draft to Select board on March 26, 2019**

**Question 11:**

Shall the Town of Wellfleet be allowed to assess an additional sum in real estate and personal property taxes for the purposes of funding additional support for water and wastewater, and all costs incidental and related thereto, for the fiscal year beginning July first, 2019?

**Question 12:**

Shall the Town of Wellfleet be allowed to exempt from the provisions of Proposition two and one-half, so-called, the amounts required to pay for the bond issued in order to pay for the Town's share of dredging the Wellfleet Harbor, and all other costs incidental and related thereto?

**Question 13:**

Shall the Town of Wellfleet be allowed to exempt from the provisions of Proposition two and one-half, so-called, the amounts required to pay for the bond issued in order to purchase the Parcel 17 on Map 34, from the HDYLTA trust and all other costs incidental and related thereto?

**2019 ANNUAL TOWN MEETING WARRANT &**  
**2019 ANNUAL TOWN ELECTION WARRANT**

And you are hereby directed to serve these warrants by posting attested copies thereof, one in the Post Office in Wellfleet and one in the Post Office in South Wellfleet, fourteen (14) days at least before the date of said meetings.

Hereof fail not and make do return of these warrants with your doings thereon, to the Town Clerk, at the time and place of said meetings.

Given under our hands this 26<sup>th</sup> day of March 2016.

Wellfleet Board of Selectmen

\_\_\_\_\_  
Janet Reinhart, Chair

\_\_\_\_\_  
Helen Miranda Wilson, Vice Chair

\_\_\_\_\_  
Justina Carlson, Clerk

\_\_\_\_\_  
Kathleen Bacon, Member

\_\_\_\_\_  
Jerry Houk, Member

**Constable's Return of Service**

I have served the foregoing warrants by posting attested copies thereof in the Post Office in Wellfleet and the Post Office in South Wellfleet and by delivering to the Town Administrator printed copies of the Warrant of a number not less than the number of registered voters in the Town on \_\_\_\_\_, which is at least fourteen (14) days before the date of said meeting, as within directed.

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

Constable: \_\_\_\_\_



**APPENDIX A & B**  
**ARTICLES 1 & 3**  
**FY 2020 OPERATING & CAPITAL BUDGETS SUMMARY**

The Fiscal Year 2020 Operating Budget generally provides for the continuation of all services delivered during the previous fiscal year. A breakdown of the entire budget showing expenditures requiring Town Meeting approval and revenue estimates follows.

| APPROPRIATIONS               | FY2017              | FY2018              | FY2019              | FY2020              |
|------------------------------|---------------------|---------------------|---------------------|---------------------|
| Operating Budget             | \$16,639,217        | \$17,946,134        | \$18,359,787        | \$19,039,847        |
| Capital Debt Service         | \$1,546,368         | \$1,820,602         | \$1,828,966         | \$1,871,735         |
| Capital Expenditures         | \$624,248           | \$826,276           | \$670,267           | \$255,319           |
| Articles (estimated)         | \$824,024           | \$540,158           | \$464,720           | \$528,157           |
| Other: Overlay, Cherry Sheet | \$510,078           | \$510,740           | \$516,476           | \$555,000           |
| <b>TOTAL:</b>                | <b>\$20,169,660</b> | <b>\$21,643,910</b> | <b>\$21,841,216</b> | <b>\$22,250,058</b> |

**FUNDING SOURCES**

|                                               |                     |
|-----------------------------------------------|---------------------|
| Allowable Tax Levy                            | \$18,224,047        |
| Receipts Reserved                             | \$ 1,775,500        |
| <u>Other Local Receipts, Chapter 90, etc.</u> | <u>\$ 2,250,511</u> |
| <b>Total</b>                                  | <b>\$22,250,058</b> |

The Capital Budget in article 3 includes debt service (principal and interest payments due during the fiscal year on outstanding debt) and capital expenditures which do not require borrowing.

**OPERATING BUDGET  
FISCAL YEAR 2020  
APPENDIX A**

APPENDIX A

|                                     | FY 18<br>Actual | FY 19<br>Budget | FY 20<br>Dept Head | FY 20<br>Town Admin | FY 20<br>FinCom | FY 20<br>Selectmen |
|-------------------------------------|-----------------|-----------------|--------------------|---------------------|-----------------|--------------------|
| <b>GENERAL GOVERNMENT</b>           |                 |                 |                    |                     |                 |                    |
| <b>114 - MODERATOR</b>              |                 |                 |                    |                     |                 |                    |
| Salaries & Wages                    | 200             | 200             | 200                | 200                 | 200             | 200                |
| Operating Expenses                  | 365             | 400             | 400                | 400                 | 400             | 400                |
| Total                               | 565             | 600             | 600                | 600                 | 600             | 600                |
| <b>115 - CONSTABLES</b>             |                 |                 |                    |                     |                 |                    |
| Salaries & Wages                    | 0               | 100             | 100                | 100                 | 100             | 100                |
| Total                               | 0               | 100             | 100                | 100                 | 100             | 100                |
| <b>121 - AUDIT</b>                  |                 |                 |                    |                     |                 |                    |
| Operating Expenses                  | 21,900          | 22,500          | 23,000             | 23,000              | 23,000          | 23,000             |
| Total                               | 21,900          | 22,500          | 23,000             | 23,000              | 23,000          | 23,000             |
| <b>122 - SELECTMEN</b>              |                 |                 |                    |                     |                 |                    |
| Salaries & Wages                    | 4,167           | 12,500          | 12,500             | 12,500              | 12,500          | 12,500             |
| Operating Expenses                  | 1,280           | 4,370           | 4,370              | 4,370               | 4,370           | 4,370              |
| Total                               | 5,447           | 16,870          | 16,870             | 16,870              | 16,870          | 16,870             |
| <b>123 - TOWN ADMINISTRATOR</b>     |                 |                 |                    |                     |                 |                    |
| Salaries & Wages                    | 175,533         | 224,646         | 227,596            | 227,596             | 227,596         | 227,596            |
| Operating Expenses                  | 7,045           | 12,475          | 11,350             | 11,350              | 11,350          | 11,350             |
| Total                               | 182,578         | 237,121         | 238,946            | 238,946             | 238,946         | 238,946            |
| <b>124 - GENERAL ADMINISTRATION</b> |                 |                 |                    |                     |                 |                    |
| Salaries & Wages                    | 119,324         | 124,629         | 129,053            | 129,053             | 129,053         | 129,053            |
| Operating Expenses                  | 17,366          | 21,700          | 21,400             | 21,400              | 21,400          | 21,400             |
| Total                               | 136,690         | 146,329         | 150,453            | 150,453             | 150,453         | 150,453            |
| <b>131 - FINANCE COMMITTEE</b>      |                 |                 |                    |                     |                 |                    |
| Operating Expenses                  | 279             | 300             | 300                | 300                 | 300             | 300                |
| Total                               | 279             | 300             | 300                | 300                 | 300             | 300                |
| <b>132 - RESERVE FUND</b>           |                 |                 |                    |                     |                 |                    |
| TRANSFERS                           | 0               | 85,075          | 87,202             | 87,202              | 87,202          | 87,202             |
| Total                               | 0               | 85,075          | 87,202             | 87,202              | 87,202          | 87,202             |
| <b>135 - TOWN ACCOUNTANT</b>        |                 |                 |                    |                     |                 |                    |
| Salaries & Wages                    | 163,216         | 141,639         | 145,727            | 145,727             | 145,727         | 145,727            |
| Operating Expenses                  | 8,025           | 10,390          | 10,390             | 10,390              | 10,390          | 10,390             |
| Total                               | 171,240         | 152,029         | 156,117            | 156,117             | 156,117         | 156,117            |
| <b>141 - ASSESSOR'S OFFICE</b>      |                 |                 |                    |                     |                 |                    |
| Salaries & Wages                    | 119,900         | 124,043         | 127,572            | 127,572             | 127,572         | 127,572            |
| Operating Expenses                  | 45,305          | 47,950          | 51,070             | 51,070              | 51,070          | 51,070             |
| Total                               | 165,205         | 171,993         | 178,642            | 178,642             | 178,642         | 178,642            |
| <b>145 - TREASURER/COLLECTOR</b>    |                 |                 |                    |                     |                 |                    |
| Salaries & Wages                    | 201,528         | 175,843         | 181,078            | 181,078             | 181,078         | 181,078            |
| Operating Expenses                  | 34,236          | 43,620          | 43,615             | 43,615              | 43,615          | 43,615             |
| Total                               | 235,764         | 219,463         | 224,693            | 224,693             | 224,693         | 224,693            |

OPERATING BUDGET  
FISCAL YEAR 2020

APPENDIX A

|                                                 | FY 18<br>Actual | FY 19<br>Budget | FY 20<br>Dept Head | FY 20<br>Town Admin | FY 20<br>FinCom | FY 20<br>Selectmen |
|-------------------------------------------------|-----------------|-----------------|--------------------|---------------------|-----------------|--------------------|
| <b>151 - LEGAL SERVICES</b>                     |                 |                 |                    |                     |                 |                    |
| Operating Expenses                              | 100,172         | 103,300         | 105,000            | 105,000             | 105,000         | 105,000            |
| Total                                           | 100,172         | 103,300         | 105,000            | 105,000             | 105,000         | 105,000            |
| <b>153 - COMPUTERIZATION</b>                    |                 |                 |                    |                     |                 |                    |
| Operating Expenses                              | 148,821         | 157,933         | 160,000            | 160,000             | 160,000         | 160,000            |
| Total                                           | 148,821         | 157,933         | 160,000            | 160,000             | 160,000         | 160,000            |
| <b>158 - TAX TITLE</b>                          |                 |                 |                    |                     |                 |                    |
| Operating Expenses                              | 5,303           | 11,000          | 11,000             | 11,000              | 11,000          | 11,000             |
| Total                                           | 5,303           | 11,000          | 11,000             | 11,000              | 11,000          | 11,000             |
| <b>161 - TOWN CLERK</b>                         |                 |                 |                    |                     |                 |                    |
| Salaries & Wages                                | 75,023          | 71,040          | 51,350             | 51,350              | 51,350          | 51,350             |
| Operating Expenses                              | 5,035           | 13,194          | 13,194             | 13,194              | 13,194          | 13,194             |
| Total                                           | 80,058          | 84,234          | 64,544             | 64,544              | 64,544          | 64,544             |
| <b>162 - ELECTIONS/REGISTRATION</b>             |                 |                 |                    |                     |                 |                    |
| Salaries & Wages                                | 1,491           | 5,320           | 5,320              | 5,320               | 5,320           | 5,320              |
| Operating Expenses                              | 1,721           | 6,184           | 6,184              | 6,184               | 6,184           | 6,184              |
| Total                                           | 3,212           | 11,504          | 11,504             | 11,504              | 11,504          | 11,504             |
| <b>171 - CONSERVATION COMMISSION</b>            |                 |                 |                    |                     |                 |                    |
| Operating Expenses                              | 2,993           | 3,630           | 3,630              | 3,630               | 3,630           | 3,630              |
| Total                                           | 2,993           | 3,630           | 3,630              | 3,630               | 3,630           | 3,630              |
| <b>174 - PLANNING BOARD</b>                     |                 |                 |                    |                     |                 |                    |
| Operating Expenses                              | 1,751           | 10,435          | 10,435             | 10,435              | 10,435          | 10,435             |
| Total                                           | 1,751           | 10,435          | 10,435             | 10,435              | 10,435          | 10,435             |
| <b>176 - ZONING BOARD OF APPEALS</b>            |                 |                 |                    |                     |                 |                    |
| Operating Expenses                              | 1,341           | 1,756           | 1,756              | 1,756               | 1,756           | 1,756              |
| Total                                           | 1,341           | 1,756           | 1,756              | 1,756               | 1,756           | 1,756              |
| <b>177 - OPEN SPACE COMMITTEE</b>               |                 |                 |                    |                     |                 |                    |
| Operating Expenses                              | 0               | 1,500           | 1,500              | 1,500               | 1,500           | 1,500              |
| Total                                           | 0               | 1,500           | 1,500              | 1,500               | 1,500           | 1,500              |
| <b>178 - HERRING WARDEN</b>                     |                 |                 |                    |                     |                 |                    |
| Salaries & Wages                                | 2,200           | 2,200           | 2,200              | 2,200               | 2,200           | 2,200              |
| Operating Expenses                              | 0               | 300             | 300                | 300                 | 300             | 300                |
| Total                                           | 2,200           | 2,500           | 2,500              | 2,500               | 2,500           | 2,500              |
| <b>179 - SHELLFISH</b>                          |                 |                 |                    |                     |                 |                    |
| Salaries & Wages                                | 189,274         | 197,448         | 220,688            | 218,953             | 220,053         | 220,053            |
| Operating Expenses                              | 18,724          | 18,425          | 20,870             | 20,870              | 21,620          | 21,620             |
| Total                                           | 207,998         | 215,873         | 241,558            | 239,823             | 241,673         | 241,673            |
| <b>180 - SHELLFISH CONSERVATION/PROPAGATION</b> |                 |                 |                    |                     |                 |                    |
| Operating Expenses                              | 21,991          | 46,000          | 46,000             | 46,000              | 46,000          | 46,000             |
| Total                                           | 21,991          | 46,000          | 46,000             | 46,000              | 46,000          | 46,000             |

OPERATING BUDGET  
FISCAL YEAR 2020

APPENDIX A

|                                           | FY 18<br>Actual | FY 19<br>Budget | FY 20<br>Dept Head | FY 20<br>Town Admin | FY 20<br>FinCom | FY 20<br>Selectmen |
|-------------------------------------------|-----------------|-----------------|--------------------|---------------------|-----------------|--------------------|
| <b>181 - SHELLFISH ADVISORY COMMITTEE</b> |                 |                 |                    |                     |                 |                    |
| Operating Expenses                        | 0               | 100             | 100                | 100                 | 100             | 100                |
| Total                                     | 0               | 100             | 100                | 100                 | 100             | 100                |
| <b>182 - CHAMBER OF COMMERCE</b>          |                 |                 |                    |                     |                 |                    |
| Operating Expenses                        | 10,000          | 10,000          | 10,000             | 10,000              | 10,000          | 10,000             |
| Total                                     | 10,000          | 10,000          | 10,000             | 10,000              | 10,000          | 10,000             |
| <b>183 - NATURAL RESOURCE ADVISORY BD</b> |                 |                 |                    |                     |                 |                    |
| Operating Expenses                        | 600             | 1,150           | 1,150              | 1,150               | 1,150           | 1,150              |
| Total                                     | 600             | 1,150           | 1,150              | 1,150               | 1,150           | 1,150              |
| <b>189 - HOUSING AUTHORITY</b>            |                 |                 |                    |                     |                 |                    |
| Operating Expenses                        | 18,799          | 5,000           | 5,000              | 5,000               | 5,000           | 5,000              |
| Total                                     | 18,799          | 5,000           | 5,000              | 5,000               | 5,000           | 5,000              |
| <b>195 - TOWN REPORTS &amp; WARRANTS</b>  |                 |                 |                    |                     |                 |                    |
| Operating Expenses                        | 12,938          | 13,000          | 14,050             | 14,050              | 14,050          | 14,050             |
| Total                                     | 12,938          | 13,000          | 14,050             | 14,050              | 14,050          | 14,050             |
| <b>196 - CONSULTANCY</b>                  |                 |                 |                    |                     |                 |                    |
| Operating Expenses                        | 20,000          | 20,000          | 20,000             | 20,000              | 20,000          | 20,000             |
| Total                                     | 20,000          | 20,000          | 20,000             | 20,000              | 20,000          | 20,000             |
| Total-General Gov't                       | 1,557,845       | 1,751,295       | 1,786,650          | 1,784,915           | 1,786,765       | 1,786,765          |
| <b>DEPARTMENT OF PUBLIC SAFETY</b>        |                 |                 |                    |                     |                 |                    |
| <b>210 - POLICE</b>                       |                 |                 |                    |                     |                 |                    |
| Salaries & Wages                          | 1,329,595       | 1,346,946       | 1,461,003          | 1,461,003           | 1,461,003       | 1,461,003          |
| Operating Expenses                        | 105,861         | 118,635         | 118,635            | 118,635             | 118,635         | 118,635            |
| Total                                     | 1,435,456       | 1,465,581       | 1,579,638          | 1,579,638           | 1,579,638       | 1,579,638          |
| <b>215 - COMMUNICATIONS/DISPATCHERS</b>   |                 |                 |                    |                     |                 |                    |
| Salaries & Wages                          | 355,831         | 354,657         | 349,303            | 349,303             | 349,303         | 349,303            |
| Operating Expenses                        | 17,121          | 20,200          | 23,200             | 23,200              | 23,200          | 23,200             |
| Total                                     | 372,952         | 374,857         | 372,503            | 372,503             | 372,503         | 372,503            |
| <b>220 - FIRE</b>                         |                 |                 |                    |                     |                 |                    |
| Salaries & Wages                          | 1,145,333       | 1,308,688       | 1,379,816          | 1,379,816           | 1,379,816       | 1,379,816          |
| Operating Expenses                        | 189,074         | 212,059         | 218,297            | 218,297             | 218,297         | 218,297            |
| Total                                     | 1,334,407       | 1,520,747       | 1,598,113          | 1,598,113           | 1,598,113       | 1,598,113          |
| <b>241 - Building Department</b>          |                 |                 |                    |                     |                 |                    |
| Salaries & Wages                          | 204,580         | 210,793         | 215,243            | 215,243             | 215,243         | 215,243            |
| Operating Expenses                        | 6,725           | 11,300          | 12,300             | 12,300              | 12,300          | 12,300             |
| Total                                     | 211,305         | 222,093         | 227,543            | 227,543             | 227,543         | 227,543            |
| <b>291 - EMERGENCY MANAGEMENT</b>         |                 |                 |                    |                     |                 |                    |
| Operating Expenses                        | 0               | 5,000           | 5,000              | 5,000               | 5,000           | 5,000              |
| Total                                     | 0               | 5,000           | 5,000              | 5,000               | 5,000           | 5,000              |
| <b>293 - TRAFFIC/PARKING CONTROL</b>      |                 |                 |                    |                     |                 |                    |
| Salaries & Wages                          | 2,000           | 2,000           | 2,000              | 2,000               | 2,000           | 2,000              |
| Operating Expenses                        | 1,036           | 4,250           | 4,250              | 4,250               | 4,250           | 4,250              |
| Total                                     | 3,036           | 6,250           | 6,250              | 6,250               | 6,250           | 6,250              |
| Total-Public Safety                       | 3,357,155       | 3,594,528       | 3,789,047          | 3,789,047           | 3,789,047       | 3,789,047          |

| FISCAL YEAR 2020                             |                    | FY 18     | FY 19     | FY 20     | FY 20      | FY 20     | FY 20     |
|----------------------------------------------|--------------------|-----------|-----------|-----------|------------|-----------|-----------|
|                                              |                    | Actual    | Budget    | Dept Head | Town Admin | FinCom    | Selectmen |
| <b>EDUCATION</b>                             |                    |           |           |           |            |           |           |
| <b>300 - ELEMENTARY SCHOOL</b>               |                    |           |           |           |            |           |           |
|                                              | Budget Estimate    | 2,477,984 | 2,631,903 | 2,697,701 | 2,697,701  | 2,697,701 | 2,697,701 |
|                                              | Total              | 2,477,984 | 2,631,903 | 2,697,701 | 2,697,701  | 2,697,701 | 2,697,701 |
| <b>301 - NAUSET REGIONAL SCHOOL DISTRICT</b> |                    |           |           |           |            |           |           |
|                                              | NRS D ASSESSMENT   | 2,969,904 | 2,850,944 | 3,150,114 | 3,150,114  | 3,150,114 | 3,150,114 |
|                                              | Total              | 2,969,904 | 2,850,944 | 3,150,114 | 3,150,114  | 3,150,114 | 3,150,114 |
| <b>302 - CAPE COD REG TECH HS DISTRICT</b>   |                    |           |           |           |            |           |           |
|                                              | OTHER ASSESSMENTS  | 173,827   | 268,755   | 275,474   | 275,474    | 255,136   | 255,136   |
|                                              | Total              | 173,827   | 268,755   | 275,474   | 275,474    | 255,136   | 255,136   |
|                                              | TOTAL EDUCATION    | 5,621,715 | 5,751,602 | 6,123,289 | 6,123,289  | 6,102,832 | 6,102,832 |
| <b>DEPARTMENT OF PUBLIC WORKS</b>            |                    |           |           |           |            |           |           |
| <b>417 - DPW FACILITIES</b>                  |                    |           |           |           |            |           |           |
|                                              | Operating Expenses | 309,197   | 334,600   | 340,950   | 340,950    | 340,950   | 340,950   |
|                                              | Total              | 309,197   | 334,600   | 340,950   | 340,950    | 340,950   | 340,950   |
| <b>420 - DPW OPERATIONS</b>                  |                    |           |           |           |            |           |           |
|                                              | Salaries & Wages   | 899,350   | 994,923   | 1,019,501 | 1,019,501  | 1,019,501 | 1,019,501 |
|                                              | Operating Expenses | 143,095   | 149,550   | 149,550   | 149,550    | 149,550   | 149,550   |
|                                              | Total              | 1,042,445 | 1,144,473 | 1,169,051 | 1,169,051  | 1,169,051 | 1,169,051 |
| <b>422 - DPW HIGHWAYS</b>                    |                    |           |           |           |            |           |           |
|                                              | Operating Expenses | 92,900    | 92,900    | 92,900    | 92,900     | 92,900    | 92,900    |
|                                              | Total              | 92,900    | 92,900    | 92,900    | 92,900     | 92,900    | 92,900    |
| <b>423 - DPW SNOW REMOVAL</b>                |                    |           |           |           |            |           |           |
|                                              | Salaries & Wages   | 31,539    | 45,000    | 45,000    | 45,000     | 45,000    | 45,000    |
|                                              | Operating Expenses | 78,626    | 83,180    | 83,180    | 83,180     | 83,180    | 83,180    |
|                                              | Total              | 110,165   | 128,180   | 128,180   | 128,180    | 128,180   | 128,180   |
| <b>424 - DPW STREET LIGHTS</b>               |                    |           |           |           |            |           |           |
|                                              | Operating Expenses | 6,758     | 10,600    | 10,600    | 10,600     | 10,600    | 10,600    |
|                                              | Total              | 6,758     | 10,600    | 10,600    | 10,600     | 10,600    | 10,600    |
| <b>433 - DPW TRANSFER STATION</b>            |                    |           |           |           |            |           |           |
|                                              | Operating Expenses | 296,024   | 323,350   | 323,350   | 323,350    | 323,350   | 323,350   |
|                                              | Total              | 296,024   | 323,350   | 323,350   | 323,350    | 323,350   | 323,350   |
| <b>434 - RECYCLING COMMITTEE</b>             |                    |           |           |           |            |           |           |
|                                              | Operating Expenses | 47        | 100       | 775       | 775        | 775       | 775       |
|                                              | Total              | 47        | 100       | 775       | 775        | 775       | 775       |
|                                              | Total Public Works | 1,857,535 | 2,034,203 | 2,065,806 | 2,065,806  | 2,065,806 | 2,065,806 |

**OPERATING BUDGET**

**APPENDIX A**

**FISCAL YEAR 2020**

**FY 18                      FY 19                      FY 20                      FY 20                      FY 20                      FY 20**  
**Actual                      Budget                      Dept Head                      Town Admin                      FinCom                      Selectmen**

**HUMAN SERVICES**

**510 - HEALTH/CONS**

|                    |                |                |                |                |                |                |
|--------------------|----------------|----------------|----------------|----------------|----------------|----------------|
| Salaries & Wages   | 154,655        | 159,585        | 164,050        | 164,050        | 164,050        | 164,050        |
| Operating Expenses | 16,540         | 28,629         | 26,629         | 26,629         | 26,629         | 26,629         |
| <b>Total</b>       | <b>171,195</b> | <b>188,214</b> | <b>190,679</b> | <b>190,679</b> | <b>190,679</b> | <b>190,679</b> |

**520 - HUMAN SERVICES**

|              |                |                |                |                |                |                |
|--------------|----------------|----------------|----------------|----------------|----------------|----------------|
| Grants       | 178,861        | 205,000        | 305,000        | 205,000        | 205,000        | 205,000        |
| <b>Total</b> | <b>178,861</b> | <b>205,000</b> | <b>305,000</b> | <b>205,000</b> | <b>205,000</b> | <b>205,000</b> |

**541 - COUNCIL ON AGING**

|                    |                |                |                |                |                |                |
|--------------------|----------------|----------------|----------------|----------------|----------------|----------------|
| Salaries & Wages   | 182,273        | 203,688        | 209,629        | 209,629        | 209,629        | 209,629        |
| Operating Expenses | 46,387         | 45,025         | 47,125         | 47,125         | 47,125         | 47,125         |
| <b>Total</b>       | <b>228,660</b> | <b>248,713</b> | <b>256,754</b> | <b>256,754</b> | <b>256,754</b> | <b>256,754</b> |

**542 - COUNCIL ON AGING BOARD**

|                    |          |          |          |          |          |          |
|--------------------|----------|----------|----------|----------|----------|----------|
| Operating Expenses | 0        | 0        | 0        | 0        | 0        | 0        |
| <b>Total</b>       | <b>0</b> | <b>0</b> | <b>0</b> | <b>0</b> | <b>0</b> | <b>0</b> |

**543 - VETERAN'S SERVICES**

|                             |                |                |                |                |                |                |
|-----------------------------|----------------|----------------|----------------|----------------|----------------|----------------|
| OTHER ASSESSMENTS           | 16,594         | 16,830         | 17,335         | 17,335         | 17,335         | 17,335         |
| VETERANS BENEFITS           | 5,133          | 12,000         | 12,000         | 12,000         | 12,000         | 12,000         |
| <b>Total</b>                | <b>21,726</b>  | <b>28,830</b>  | <b>29,335</b>  | <b>29,335</b>  | <b>29,335</b>  | <b>29,335</b>  |
| <b>Total Human Services</b> | <b>600,442</b> | <b>670,757</b> | <b>781,768</b> | <b>681,768</b> | <b>681,768</b> | <b>681,768</b> |

**CULTURE AND RECREATION**

**610 - LIBRARY**

|                    |                |                |                |                |                |                |
|--------------------|----------------|----------------|----------------|----------------|----------------|----------------|
| Salaries & Wages   | 325,402        | 340,290        | 357,944        | 357,944        | 357,944        | 357,944        |
| Operating Expenses | 109,893        | 122,050        | 124,300        | 124,300        | 124,300        | 124,300        |
| <b>Total</b>       | <b>435,295</b> | <b>462,340</b> | <b>482,244</b> | <b>482,244</b> | <b>482,244</b> | <b>482,244</b> |

**630 - RECREATION**

|                    |                |                |                |                |                |                |
|--------------------|----------------|----------------|----------------|----------------|----------------|----------------|
| Salaries & Wages   | 221,649        | 238,071        | 250,564        | 250,564        | 244,164        | 250,564        |
| Operating Expenses | 87,423         | 75,149         | 76,342         | 76,342         | 76,342         | 76,342         |
| <b>Total</b>       | <b>309,071</b> | <b>313,220</b> | <b>326,906</b> | <b>326,906</b> | <b>320,506</b> | <b>326,906</b> |

**660 - COMMUNITY SERVICES DIRECTOR**

|                    |               |               |                |                |                |                |
|--------------------|---------------|---------------|----------------|----------------|----------------|----------------|
| Salaries & Wages   | 89,528        | 88,491        | 94,917         | 94,917         | 94,917         | 94,917         |
| Operating Expenses | 712           | 650           | 75,750         | 75,750         | 75,750         | 75,750         |
| <b>Total</b>       | <b>90,240</b> | <b>89,141</b> | <b>170,667</b> | <b>170,667</b> | <b>170,667</b> | <b>170,667</b> |

**690 - HISTORICAL COMMISSION**

|                    |          |              |              |              |              |              |
|--------------------|----------|--------------|--------------|--------------|--------------|--------------|
| Operating Expenses | 0        | 2,600        | 2,600        | 2,600        | 2,600        | 2,600        |
| <b>Total</b>       | <b>0</b> | <b>2,600</b> | <b>2,600</b> | <b>2,600</b> | <b>2,600</b> | <b>2,600</b> |

**692 - HOLIDAY CELEBRATIONS**

|                    |              |              |              |              |              |              |
|--------------------|--------------|--------------|--------------|--------------|--------------|--------------|
| Operating Expenses | 1,030        | 1,200        | 1,200        | 1,200        | 1,200        | 1,200        |
| <b>Total</b>       | <b>1,030</b> | <b>1,200</b> | <b>1,200</b> | <b>1,200</b> | <b>1,200</b> | <b>1,200</b> |

**696 - Cultural Council**

|                    |              |              |              |              |              |              |
|--------------------|--------------|--------------|--------------|--------------|--------------|--------------|
| Operating Expenses | 7,000        | 2,000        | 2,000        | 2,000        | 2,000        | 2,000        |
| <b>Total</b>       | <b>7,000</b> | <b>2,000</b> | <b>2,000</b> | <b>2,000</b> | <b>2,000</b> | <b>2,000</b> |

**699 - Beach Program**

|                    |                |                |                |                |                |                |
|--------------------|----------------|----------------|----------------|----------------|----------------|----------------|
| Salaries & Wages   | 253,756        | 254,818        | 269,189        | 269,189        | 269,189        | 269,189        |
| Operating Expenses | 180,103        | 117,900        | 66,400         | 66,400         | 66,400         | 66,400         |
| <b>Total</b>       | <b>433,859</b> | <b>372,718</b> | <b>327,589</b> | <b>327,589</b> | <b>327,589</b> | <b>327,589</b> |

|                                 |                  |                  |                  |                  |                  |                  |
|---------------------------------|------------------|------------------|------------------|------------------|------------------|------------------|
| <b>Total Culture &amp; Rec.</b> | <b>1,276,496</b> | <b>1,243,219</b> | <b>1,313,206</b> | <b>1,313,206</b> | <b>1,308,806</b> | <b>1,313,206</b> |
|---------------------------------|------------------|------------------|------------------|------------------|------------------|------------------|

**OPERATING BUDGET  
FISCAL YEAR 2019**

**APPENDIX A**

|                                           | FY 18<br>Actual | FY 19<br>Budget | FY 20<br>Dept Head | FY 20<br>Town Admin | FY 20<br>FinCom | FY 20<br>Selectmen |
|-------------------------------------------|-----------------|-----------------|--------------------|---------------------|-----------------|--------------------|
| <b>INTEREST ACCOUNTS</b>                  |                 |                 |                    |                     |                 |                    |
| Short Term Loan Prin/Int                  | 0               | 25,000          | 25,000             | 25,000              | 25,000          | 25,000             |
| R/E TAX REFUND<br>INTEREST                | 42              | 150             | 150                | 150                 | 150             | 150                |
| Total Interest Accounts                   | 42              | 25,150          | 25,150             | 25,150              | 25,150          | 25,150             |
| <b>UNCLASSIFIED ACCOUNTS</b>              |                 |                 |                    |                     |                 |                    |
| <b>911 - RETIREMENT ASSESSMENT</b>        |                 |                 |                    |                     |                 |                    |
| Barnstable County<br>Retirement           | 1,150,399       | 1,256,352       | 1,385,000          | 1,385,000           | 1,247,696       | 1,247,696          |
| <b>912 - Workers Compensation</b>         |                 |                 |                    |                     |                 |                    |
| Injury Claims                             | 109,075         | 115,000         | 115,000            | 115,000             | 115,000         | 115,000            |
| <b>913 - Unemployment Compensation</b>    |                 |                 |                    |                     |                 |                    |
| Claims                                    | 17,543          | 25,000          | 25,000             | 25,000              | 25,000          | 25,000             |
| <b>914 - Group Health Insurance</b>       |                 |                 |                    |                     |                 |                    |
| Premiums                                  | 1,391,278       | 1,379,027       | 1,447,975          | 1,447,975           | 1,447,975       | 1,447,975          |
| <b>915 - Group Life Insurance</b>         |                 |                 |                    |                     |                 |                    |
| Premiums                                  | 5,864           | 6,500           | 6,500              | 6,500               | 6,500           | 6,500              |
| <b>916 - Town Share Medicare</b>          |                 |                 |                    |                     |                 |                    |
| Tax Payments                              | 110,459         | 112,500         | 126,000            | 126,000             | 126,000         | 126,000            |
| <b>917 - Health Insurance Stipend</b>     |                 |                 |                    |                     |                 |                    |
| Employee Stipends                         | 56,176          | 45,000          | 45,000             | 45,000              | 45,000          | 45,000             |
| <b>940 - Miscellaneous</b>                |                 |                 |                    |                     |                 |                    |
| Tax Work off Program                      | 18,000          | 0               | 19,000             | 19,000              | 19,000          | 19,000             |
| <b>945 - Property/Liability Insurance</b> |                 |                 |                    |                     |                 |                    |
| Premiums                                  | 301,201         | 305,000         | 312,000            | 312,000             | 312,000         | 312,000            |
| <b>990 - Inter fund Transfers</b>         |                 |                 |                    |                     |                 |                    |
| Transfers                                 | 0               | 0               | 0                  | 0                   | 0               | 0                  |
| <b>Payroll Contract Adjustments</b>       |                 |                 |                    |                     |                 |                    |
| Salaries & Wages                          | 0               | 44,654          | 0                  | 0                   | 0               | 0                  |
| Total Unclassified Accts                  | 3,159,994       | 3,289,033       | 3,481,475          | 3,481,475           | 3,344,171       | 3,344,171          |
| <b>OPERATING BUDGET<br/>TOTAL</b>         |                 |                 |                    |                     |                 |                    |
|                                           | 17,431,224      | 18,359,787      | 19,297,443         | 19,196,258          | 19,033,447      | 19,039,847         |

**FY 2020 CAPITAL BUDGET**

**APPENDIX B**

| <u>Department</u>                                           | <u>Request</u>               | <u>FY 2020</u>     | <u>Raise &amp; Appropriate</u> | <u>Other</u>            |
|-------------------------------------------------------------|------------------------------|--------------------|--------------------------------|-------------------------|
| 153 Info Technology                                         | Technology upgrades          | \$50,000           | \$50,000                       |                         |
| 161 Town Clerk                                              | Vault Shelving               | \$5,750            | \$5,750                        |                         |
| 161 Town Clerk                                              | Microfilming Records         | \$11,000           | \$11,000                       |                         |
| 179 Shellfish Dept.                                         | Pick-up Truck                | \$26,015           |                                | \$26,015 Shellfish Fund |
| 179 Shellfish Dept.                                         | Two engines for barge        | \$30,000           | \$30,000                       |                         |
| 210 Police                                                  | Police cruiser               | \$40,000           |                                | \$40,000 Borrow         |
| 210 Police                                                  | Taser replacement            | \$20,000           | \$20,000                       |                         |
| 220 Fire & Rescue                                           | Replace turnout gear         | \$17,500           | \$17,500                       |                         |
| 220 Fire & Rescue                                           | Replace portable radios      | \$65,000           |                                | \$65,000 Ambulance Fnd  |
| 220 Fire & Rescue                                           | Replace Ladder Truck 93      | \$285,000          |                                | \$285,000 Borrow        |
| 300 Elementary School                                       | Paint/Repair Ext. Trim       | \$15,000           | \$15,000                       |                         |
| 300 Elementary School                                       | Replace chain link fence     | \$10,000           | \$10,000                       |                         |
| 300 Elementary School                                       | Equipment replacement        | \$10,000           | \$10,000                       |                         |
| 300 Elementary School                                       | Sprinkler System Study       | \$10,000           | \$10,000                       |                         |
| <b><u>301 Nauset Regional School District</u></b>           |                              |                    |                                |                         |
| Wellfleet share of Nauset Regional School District Requests |                              | \$523,356          | \$71,192                       |                         |
| 417 Facilities-Town Bldg.                                   | Town Hall-Basement Floor     | \$30,000           |                                | \$30,000 borrow         |
| 417 Facilities-Town Bldg.                                   | Library-Bathroom upgrades    | \$8,000            |                                | \$8,000 borrow          |
| 417 Facilities-Town Bldg.                                   | Library-Parking lot/sidewalk | \$12,000           |                                | \$12,000 borrow         |
| 417 Facilities-Town Bldg.                                   | Fire Station HVAC            | \$80,000           |                                | \$80,000 other          |
| 417 Facilities-Town Bldg.                                   | Secure old COA Building      | \$10,000           | \$10,000                       |                         |
| 420 DPW Operations                                          | 2000 Truck with sander       | \$170,000          | \$170,000                      |                         |
| 420 DPW Operations                                          | 2008 Street Sweeper          | \$265,000          |                                | \$265,000 borrow        |
| 420 DPW Operations                                          | 2005 Front end loader        | \$220,000          |                                | \$220,000 borrow        |
| 420 DPW Operations                                          | Skid Steer Loader            | \$14,900           | \$14,900                       |                         |
| 420 DPW Operations                                          | 100-yard refuse trailer      | \$75,000           |                                | \$75,000 borrow         |
| 510 Health & Conservation                                   | Inspection vehicle           | \$32,000           |                                |                         |
| 630 Recreation                                              | Pier Bandstand awning        | \$25,175           |                                | \$25,175 borrow         |
| 699 Beach Program                                           | Pick-up Truck                | \$35,000           |                                | \$35,000 Beach Fund     |
| 699 Beach Program                                           | Parking Kiosks               | \$19,500           |                                | \$19,500 Beach Fund     |
| 699 Beach Program                                           | Beach Access Vehicle         | \$30,000           |                                | \$30,000 Beach Fund     |
| <b>Total</b>                                                |                              | <b>\$2,145,196</b> | <b>\$445,342</b>               | <b>\$1,215,690</b>      |
| <b>Marina Enterprise Fund</b>                               |                              |                    |                                |                         |
| Ice Machine                                                 |                              | \$                 |                                |                         |
| Fuel Storage Tank                                           |                              | \$526,208          |                                |                         |



**DEBT SERVICE**

**710 Debt Service**

|                               | <u>FY 2019</u>     |                  | <u>FY 2020</u>     |                  |
|-------------------------------|--------------------|------------------|--------------------|------------------|
|                               | <u>Principal</u>   | <u>Interest</u>  | <u>Principal</u>   | <u>Interest</u>  |
| Library Roof                  | \$10,000           | \$550            | \$15,000           | \$300            |
| Muni Building Church          | \$40,000           | \$2,300          | \$35,000           | \$1,550          |
| Senior Center                 | \$50,000           | \$6,250          | \$50,000           | \$4,250          |
| Muni Water GOB 1              | \$15,000           | \$1,800          | \$15,000           | \$1,500          |
| Muni Water SRF                | \$50,000           | \$4,315          | \$50,000           | \$2,755          |
| Landfill Closure              | \$105,000          | \$21,000         | \$105,000          | \$18,900         |
| Septic County Non             | \$10,000           |                  | \$10,000           |                  |
| Fire Station property         | \$40,000           | \$6,450          | \$40,000           | \$5,650          |
| Fire Station Design #1        | \$10,000           | \$800            | \$5,000            | \$650            |
| Landfill Closure #2           | \$5,000            | \$1,050          | \$5,000            | \$950            |
| Uncle Tim's Bridge            | \$15,000           | \$2,600          | \$10,000           | \$2,350          |
| Fire Station Design #2        | \$20,000           | \$3,200          | \$15,000           | \$2,850          |
| Fire Station Construction     | \$390,000          | \$95,850         | \$390,000          | \$88,050         |
| Wastewater MWPAT              | \$8,629            | \$3,504          | \$8,817            | \$3,331          |
| Various Projects (01/16 Bond) | \$240,000          | \$40,395         | \$230,000          | \$35,595         |
| Police Station                | \$305,000          | \$225,273        | \$305,000          | \$213,073        |
| CC Tech High School           |                    |                  | \$160,364          |                  |
| BAN payoff (sidewalks)        | \$100,000          |                  | \$40,000           | \$800            |
| <b>Total</b>                  | <b>\$1,413,629</b> | <b>\$415,337</b> | <b>\$1,489,181</b> | <b>\$382,554</b> |

|                |                          |
|----------------|--------------------------|
| <b>FY 2020</b> | <b>Total \$1,871,735</b> |
|----------------|--------------------------|

Land Bank Purchases Paid from CPC Funds

|                   | <u>FY 2019</u> |          | <u>FY 2020</u> |          |
|-------------------|----------------|----------|----------------|----------|
|                   | Geiger Land    | \$20,000 | \$1,100        | \$15,000 |
| Chavchavadze Land | \$35,000       | \$2,850  | \$35,000       | \$2,150  |

**APPENDIX C ARTICLE 4**  
**FY 2020 MARINA SERVICES ENTERPRISE FUND BUDGET**

The Marina operates from May 15<sup>th</sup> to October 15<sup>th</sup>. The enterprise fund is self-supporting. The Marina Enterprise Fund will reimburse the General Fund \$55,300 for Marina expenses carried in the general operating budget such as employee salaries and benefits and the cost of shared employees.

| <b>FY 2020 Estimated Revenues</b>        |                |
|------------------------------------------|----------------|
| Mooring and Slip Fees                    | 315,000        |
| Fuel Sales                               | 150,000        |
| Dockage                                  | 55,000         |
| Other Income                             | 9,000          |
| Parking-seasonal                         | 30,000         |
| Waterways Fund                           | 2,000          |
| Beach Fund                               | 10,000         |
| Shellfish Fund                           | 5,000          |
| Marina Enterprise Fund Retained Earnings | 49,669         |
| <b>Total Revenues</b>                    | <b>625,669</b> |

| <b>FY 2020 Estimated Expenditures</b> |                |
|---------------------------------------|----------------|
| Salaries and Wages                    | 184,144        |
| Operating Expenditures                | 219,475        |
| Capital Outlay (Debt Service)         | 126,750        |
| Reserve                               | 40,000         |
| Reimburse General Fund costs          | 55,300         |
| <b>Total Expenses</b>                 | <b>625,669</b> |

## MARINA ENTERPRISE FUND

## APPENDIX C

|                                 | FY 2018        | FY 2019        | FY 2020        | FY 2020        | FY 2020        |
|---------------------------------|----------------|----------------|----------------|----------------|----------------|
|                                 | Actual         | Budget         | Dept Head      | Town Admin     | Selectmen      |
| <b>PERSONNEL</b>                |                |                |                |                |                |
| Salaries & Wages                | 166,252        | 176,148        | 179,269        | 179,269        | 179,269        |
| Overtime                        | 4,060          | 2,000          | 2,000          | 2,000          | 2,000          |
| Holiday/Longevity               | 1,839          | 2,825          | 2,875          | 2,875          | 2,875          |
| <b>TOTAL PERSONNEL</b>          | <b>172,152</b> | <b>180,973</b> | <b>184,144</b> | <b>184,144</b> | <b>184,144</b> |
| <b>OPERATING EXPENSES</b>       |                |                |                |                |                |
| Services                        | 30,569         | 34,450         | 34,450         | 34,450         | 34,450         |
| Supplies                        | 149,758        | 176,223        | 156,700        | 156,700        | 156,700        |
| Other Charges                   | 5,466          | 7,125          | 7,125          | 7,125          | 7,125          |
| Small Equipment                 | 1,976          | 1,200          | 1,200          | 1,200          | 1,200          |
| <b>TOTAL OPERATING EXPENSES</b> | <b>187,769</b> | <b>218,998</b> | <b>199,475</b> | <b>199,475</b> | <b>199,475</b> |
| <b>CAPITAL OUTLAY</b>           |                |                |                |                |                |
| Engineering, Marina Rehab       | 23,365         | 20,000         | 20,000         | 20,000         | 20,000         |
| Rehab Debt Service, Principal   | 110,000        | 110,000        | 105,000        | 105,000        | 105,000        |
| Rehab Debt Service, Interest    | 29,798         | 23,900         | 21,750         | 21,750         | 21,750         |
| <b>TOTAL CAPITAL OUTLAY</b>     | <b>163,163</b> | <b>153,900</b> | <b>146,750</b> | <b>146,750</b> | <b>146,750</b> |
| <b>RESERVE</b>                  | <b>36,407</b>  | <b>42,000</b>  | <b>40,000</b>  | <b>40,000</b>  | <b>40,000</b>  |
| <b>GENERAL FUND COSTS</b>       |                |                |                |                |                |
| Health/Life Insurance           | 33,000         | 33,000         | 33,000         | 33,000         | 33,000         |
| Pension                         | 9,000          | 9,000          | 9,000          | 9,000          | 9,000          |
| Shared Employees                | 9,200          | 9,200          | 9,200          | 9,200          | 9,200          |
| Building/Liability Insurance    | 4,100          | 4,100          | 4,100          | 4,100          | 4,100          |
| <b>TOTAL GEN. FUND COSTS</b>    | <b>55,300</b>  | <b>55,300</b>  | <b>55,300</b>  | <b>55,300</b>  | <b>55,300</b>  |
| <b>MARINA ENTERPRISE TOTAL</b>  | <b>614,791</b> | <b>651,171</b> | <b>625,669</b> | <b>625,669</b> | <b>625,669</b> |

**APPENDIX D ARTICLE 5**  
**FY 2020 WATER SERVICES ENTERPRISE FUND BUDGET**

The Water Services Enterprise Fund is intended to be self-supporting when approximately 500 users are connected to the system and using Town water. An appropriation of \$147,861 is necessary to adequately fund the Water Enterprise Fund operations. The Water Enterprise Fund will reimburse the General Fund \$5,000 for Water Enterprise expenses carried in the general operating budget such as employee salaries and benefits and the cost of shared employees.

|                                   |                |
|-----------------------------------|----------------|
| <b>FY 2019 Estimated Revenues</b> |                |
| Water use charges                 | 110,000        |
| Other Revenues                    | 23,000         |
| <u>General Fund transfer</u>      | <u>147,861</u> |
| <br>                              |                |
| <u>Total Revenue</u>              | <u>280,861</u> |
| <br>                              |                |
| <b>FY 2020 Expenses</b>           |                |
| Salaries and Wages                | 21,533         |
| Operations                        | 144,592        |
| Debt Service                      | 109,736        |
| Expenses in the operating budget  | 5,000          |
| <br>                              |                |
| <u>Total Expenses</u>             | <u>280,861</u> |

WATER ENTERPRISE FUND  
FISCAL YEAR 2020

APPENDIX D

|                                     | FY 2018        | FY 2019        | FY 2020        | FY 2020        | FY 2020        |
|-------------------------------------|----------------|----------------|----------------|----------------|----------------|
|                                     | Actual         | Budget         | Dept Head      | Town Admin     | Selectboard    |
| <b>PERSONNEL</b>                    |                |                |                |                |                |
| Secretary and Clerk                 | 19,698         | 20,419         | 21,533         | 21,533         | 21,533         |
| <b>TOTAL PERSONNEL</b>              | <b>19,698</b>  | <b>25,000</b>  | <b>21,533</b>  | <b>21,533</b>  | <b>21,533</b>  |
| <b>OPERATING EXPENSES</b>           |                |                |                |                |                |
| Utilities-Electricity               | 10,271         | 12,000         | 12,000         | 12,000         | 12,000         |
| Services-Whitewater, Inc            | 76,557         | 78,675         | 80,642         | 80,642         | 80,642         |
| Services-Whitewater<br>Contingency  | 823            | 25,000         | 25,000         | 25,000         | 25,000         |
| Services-Environmental Partners     | 0              | 4,500          | 4,500          | 4,500          | 4,500          |
| Services-Other                      | 6,321          | 5,500          | 5,500          | 5,500          | 5,500          |
| Supplies                            | 1,409          | 10,600         | 10,600         | 10,600         | 10,600         |
| Other Charges                       | 3,052          | 6,350          | 6,350          | 6,350          | 6,350          |
| <b>TOTAL OPERATING<br/>EXPENSES</b> | <b>98,433</b>  | <b>142,625</b> | <b>144,592</b> | <b>144,592</b> | <b>144,592</b> |
| <b>DEBT SERVICE</b>                 |                |                |                |                |                |
| Principal & Interest                | 111,147        | 110,442        | 109,736        | 109,736        | 109,736        |
| <b>TOTAL DEBT SERVICE</b>           | <b>111,147</b> | <b>110,442</b> | <b>109,736</b> | <b>109,736</b> | <b>109,736</b> |
| <b>SHARED EMPLOYEES</b>             | <b>5,000</b>   | <b>5,000</b>   | <b>5,000</b>   | <b>5,000</b>   | <b>5,000</b>   |
| <b>WATER ENTERPRISE TOTAL</b>       | <b>234,278</b> | <b>278,486</b> | <b>280,861</b> | <b>280,861</b> | <b>280,861</b> |

**SALARY/WAGE LIST**

**APPENDIX E**

| <b>POSITION</b>                               | <b>UNION</b> | <b>FY2019<br/>SALARY/WAGES</b> | <b>FY2020<br/>SALARY/WAGES</b> |
|-----------------------------------------------|--------------|--------------------------------|--------------------------------|
| Animal Control Officer                        | P            |                                |                                |
| Assessor (35 hrs)                             | W            | \$74,100                       | \$75,952                       |
| Assessor's Data Collector (35 hrs)            | W            | \$25.80                        | \$26.45                        |
| Assistant DPW Director                        | W            | \$39.63                        | \$40.62                        |
| Assistant Health/Conservation Agent           | W            | \$25.46                        | \$26.10                        |
| Assistant Librarian - Children's (35 hrs)     | W            | \$30.02                        | \$30.77                        |
| Assistant Librarian – Tech. Services (35 hrs) | W            | \$27.97                        | \$28.68                        |
| Assistant Recreation Director                 | W            | \$27.54                        | \$27.99                        |
| Assistant Shellfish Constable                 | W            | \$30.16                        | \$30.91                        |
| Assistant Town Accountant (35 hrs)            | W            | \$33.25                        | \$34.08                        |
| Assistant Town Clerk (35 hrs)                 | W            | \$25.39                        | \$26.02                        |
| Beach Canoe/Small Boat Manager                | W            | \$5,000                        |                                |
| Call - Lieutenant/Paramedic                   | W            | \$34.71                        | \$35.75                        |
| Call - EMT                                    | W            | \$21.72 – \$34.03              | \$17.78 – 26.73                |
| COA Office Assistant (35 hrs)                 | W            | \$23.43                        | \$23.80                        |
| COA Office Manager (35 hrs)                   | W            | \$30.93                        | \$31.70                        |
| COA Outreach Coordinator (35 hrs)             | W            | \$30.07                        | \$30.82                        |
| Committee Secretary (18 hrs)                  | W            | \$25.27                        | \$25.90                        |
| Committee Secretary/Water Clerk (40 hrs)      | W            | \$19.25                        | \$19.43                        |
| Committee Secretary BOH (10 hrs/month)        | W            | \$19.25                        | \$19.73                        |
| Community Service Director (35 hrs)           | W            | \$86,691                       | \$88,858                       |
| DPW Administrative Assistant (40 hrs)         | W            | \$25.82                        | \$26.47                        |
| Deputy Shellfish Constable                    | W            | \$24.54                        | \$25.15                        |
| Health/Conservation Agent                     | W            | \$81,069                       | \$82,259                       |
| Health/Building Clerk (20 hrs)                | W            | \$23.83                        | \$24.43                        |
| Fire Department Admin Assistant (40 hrs)      | W            | \$28.14                        | \$28.84                        |
| Health/Building Admin Assistant (35hrs)       | W            | \$26.77                        | \$27.44                        |
| Inspector of Buildings (40hrs)                | W            | \$82,013                       | \$83,325                       |
| Library Assistants (19 hrs)                   | W            | \$18.50-\$21.94                | \$18.96 – 22.49                |
| Asst Library Director                         | W            | \$30.87                        | \$31.64                        |
| Library Director (35 hrs)                     | W            | \$77,662                       | \$78,898                       |
| Principal Clerk (35 hrs)                      | W            | \$26.04                        | \$26.69                        |
| Recreation Director                           | W            | \$68,369.                      | \$69,464                       |
| Shellfish Constable                           | W            | \$73,570                       | N                              |
| Town Accountant (35 hrs)                      | W            | \$79,495                       | N                              |
| Assistant Treasurer                           | W            | \$26.13                        | \$26.78                        |
| Library Outreach Coordinator (35 hrs)         | W            | \$22.90                        | \$23.47                        |
| Clerk/Dispatcher                              | CU           | \$66,895.35                    | N                              |
| Dispatchers                                   | CU           | \$45,345.18– 55,554.57         | N                              |
| DPW Building/Grounds Custodian                | T            | \$23.34                        | N                              |
| DPW Driver/Laborer I/Operator                 | T            | \$22.26 -24.42                 | N                              |
| DPW Driver/Laborer II                         | T            | \$28.36                        | N                              |
| DPW Facilities Maintenance                    | T            | \$27.34                        | N                              |
| DPW Heavy Truck Driver/Mechanic Asst.         | T            | \$27.34                        | N                              |
| DPW Transfer Station Working Forman           | T            | \$28.91                        | N                              |

|                                                           |         |                         |                   |
|-----------------------------------------------------------|---------|-------------------------|-------------------|
| DPW Mechanic                                              | T       | \$28.68                 | N                 |
| DPW Working Foreman                                       | T       | \$29.83                 | N                 |
| DPW Gate Attendant                                        | T       | \$21.36                 | N                 |
| Harbormaster                                              | T       | \$35.97                 | N                 |
| Assistant Harbormaster                                    | T       | \$24.75                 | N                 |
| Fire Captain/Paramedic                                    | F       | \$78,090.09             | N                 |
| Fire Lt./Paramedic                                        | F       | \$71,798 – 73,848       | N                 |
| Firefighter/Paramedic                                     | F       | \$56,212 – 54212        | N                 |
| Elementary School Teachers P/T & F/T                      | S       | \$30,904 – 94,826       | \$32,945 – 97,134 |
| Elementary School - Secretary to Principal                | S       | \$60068                 | \$61,633          |
| Elementary School - Librarian 40%                         | S       | \$28,064                | \$31,112          |
| Elementary School Custodians                              | S       | \$39,871 – 58,84001     | \$37,366 – 60,212 |
| Elementary School Nurse                                   | S       | \$87837                 | \$90,033          |
| Elementary School Education Assistant                     | S       | \$6657 – 40,621         | \$7623 – 42,476   |
| Elementary School Secretary                               | S       | \$35716                 | \$37,572          |
| Elementary School Cafeteria                               | S       | \$12,.78.44 – 30,534.16 | \$13,367 – 32,888 |
| Town Administrator                                        | C       | \$119,647               | N                 |
| Assistant Town Administrator/Town Clerk                   | C       | \$95,000                | N                 |
| Executive Assistant to the Town Administrator             | C       | \$55,000                | N                 |
| DPW Director                                              | C       | \$106,003               | N                 |
| Elementary School Principal <i>includes long./mileage</i> | C       | \$121,821               | N                 |
| Fire Chief                                                | C       | \$109,242               | N                 |
| Police Chief                                              | C       | \$133,530               | N                 |
| Police Lieutenant                                         | C       | \$118,805               | N                 |
| Wellfleet After School Child Care                         | S       |                         | \$7896 – 16740    |
| Town Treasurer /Collector                                 | C       | \$77,338                | N                 |
| Police Officer                                            | P       | \$57,542 – 80,209       | \$60,455 – 84,269 |
| Police Sergeant                                           | P       | \$77,084 – 91,098       | \$80,987 – 94,778 |
| COA Van Drivers                                           | PB      | \$16.00/HR              |                   |
| COA Exercise Instructor                                   | PB      | \$24.80/HR              |                   |
| COA Cook                                                  | PB      | \$23.00/HR              |                   |
| CPC Coordinator (9hrs/wk)                                 | PB      | \$29.00/HR              |                   |
| Police Matron                                             | PB      | \$16.53 – 22.73/HR      | N                 |
| Relief Dispatcher                                         | PB      | \$15.70 – 16.01N        | N                 |
| Selectboard member (each member)                          |         | \$2,500 per year        | \$2,500 per year  |
| Special Police Officer                                    | PB      | \$15.15 – 20.00/HR      | N                 |
| School Crossing Guard                                     | PB      | \$32.31                 | \$32.31           |
| Alternate Inspectors                                      | N       | \$38 /Inspection        | \$38/inspection   |
| Electrical Inspector                                      | \$25/HR | \$38 /Inspection        | \$38/inspection   |
| Plumbing/Gas Inspector                                    | \$25/HR | \$38 /Inspection        | \$38 inspection   |

C = Contract  
 CU = Communicators Union  
 E = Elected  
 T = Teamsters Union  
 W = Wellfleet Employees Association

N = Ongoing contract negotiations  
 P = Police Federation  
 PB = Personnel Board  
 S = School Union  
 F = Firefighters Union

## **Article 36 – Water Resource Director**

On March 4<sup>th</sup> the Board voted to insert and recommend the article requesting funding for a Water Resource Director (currently article 36) by a vote of 4-1. Reflecting the last portion of the 03/04/19 draft minutes:

March 4, 2019

Wilson said she would like to meet with Hay and Hilary Lemos-Greenburg, Health Agent, to adjust the wording of the article.

**Bacon moved to recommend article 35, Water Resources Director, and insert it in the Warrant with amended language.**

On Thursday, March 14<sup>th</sup> a meeting was held and attended by Helen Miranda Wilson, Alex Hay, Dan Hoort, Joe Powers and Hillary Lemos Greenberg.

TA Hoort spoke at that meeting and gave his observations from the meeting. The Town needs additional resources to support the Board of Water Commissioners and the Waste Water plan. Exactly what that looks like needs some work. Hoort suggested that he re-write the article so secure the funding and once funding was secured the Town would utilize consultants help us understand what we needed in both Water and Wastewater. We need to have more meetings similar to this one to determine exactly the best structure for this would look like, what departments would be involved and to what department this potential staff member would belong.

Hoort re-wrote the article and distributed it to everyone in the meeting. Selectman Miranda Wilson submitted here comments and suggested revisions (see version 3). Hoort modified his revision to reflect some of Wilson's (see version 2).

### **The Board may**

- 1. Keep their current article as approved and recommended on March 4<sup>th</sup>**
- 2. Adopt version 2**
- 3. Adopt version 3**
- 4. Any combination of the above.**

### **VERSION 1 (Current verison in Town Meeting warrant)**

**ARTICLE 36: Water Resources Director:** To see if the Town will vote to raise and appropriate and/or transfer from any available source of funds \$95,000 for compensation and \$50,000 for benefits and office space, or any other sum for the purpose of funding a new position to implement the Town's required Wastewater Management Plan and oversee the management of the Town's Water System within the Enterprise Fund; provided, however that no sums shall be expended hereunder unless and until the Town shall have voted to assess an additional \$145,000 in real estate and personal property taxes pursuant to the provisions of G. L. c. 59, §21C (Proposition 2 ½), or do or act anything thereon.

***Two-thirds vote required***



**Board of Selectmen:** Recommends 4-1.

**Finance Committee:** Reserve Recommendation.

**Shellfish Advisory Board:** Recommends 6-1

**Board of Water Commissioners:** 4-1

**Comprehensive Wastewater Management Planning Committee:** 0-0

**Board of Health:** 0-0

**Personnel Board:** 0-0

**SUMMARY:** The Town does not currently have any capacity to implement a State and Federally required wastewater plan and is required to do so under the State and EPA approved “208 Plan”. The Wastewater Committee and the Board of Water Commissioners have worked together to find a cost efficient and economical solution which involves staffing the needs of Wastewater, which are currently un-staffed, while at the same time assuming management of the Water System to create efficiencies. The position funding includes compensation (\$80,000-\$95,00) and benefits/office space (\$50,000).

Effect on Property Taxes: The cost of \$145,000 would add 6.6 cents to the tax rate in the first year and would cost the owner of a median priced (\$538,524) single-family home \$35.59.

**VERSION 2 (prepared by Town Administrator)**

**ARTICLE 35: Municipal Water System and Wastewater Funding:** To see if the Town will vote to raise and appropriate and/or transfer from any available sources of funds the sum of \$120,000 for costs to 1.) review the municipal water system’s operations and refine the Water Enterprise Fund’s financial model and 2.) analyze the requirements of Section 208 of the Clean Water Act as put forth by the Massachusetts Department of Environmental Protection and the Cape Cod Commission and 3.) initiate implementation of the 208 Wastewater plan upon granting of the Watershed Permit by the Department of Environmental Protection; provided, however that no sums shall be expended hereunder unless and until the Town shall have voted to assess an additional \$120,000 in real estate and personal property taxes pursuant to the provisions of G. L. c. 59, §21C (Proposition 2 ½), or do or act anything thereon.

***Two-thirds vote required***

**SUMMARY:**

The Water Commissioners, who are in charge of the Town’s municipal water system need to analyze their operations and refine their financial model.

The Town is in the final stages of submitting a plan to the Department of Environmental Protection and the Cape Cod Commission for achieving consistent mitigation of the pollution of our watersheds, going forward. The Town does not currently have any capacity to implement a State and Federally required wastewater plan and is required to do so under the State and EPA approved “208 Plan”.

The Town currently has a single part-time position serving as Water Clerk for the municipal water system. There are no other staff members dedicated to either the Water Commissioners or wastewater management. As these two areas grow additional staff support may be required. The intent of this article is to use consultants in this time of transition until it is no longer cost effective to do so. At that point the Town may look at hiring an employee to serve one, or both, of these departments.

**VERSION 3 (prepared by Selectman Wilson)**

**ARTICLE 35: Municipal Water System and Wastewater Funding:** To see if the Town will vote to raise and appropriate and/or transfer from any available sources of funds the sum of \$120,000 for costs to 1.) review the Municipal Water System's ~~Water Department~~ management and operations and refine the Water Enterprise Fund's financial model. ~~and analyze the requirements of Section 208 of the Clean Water Act as put forth by the Massachusetts Department of Environmental Protection and the Cape Cod Commission~~ This has already occurred – been going on for quite some time.

2.) initiate implementation of the 208 (Wastewater) Plan upon granting of the Watershed Permit Plan by the Department of Environmental Protection ; provided, however that no sums shall be expended hereunder unless and until the Town shall have voted to assess an additional \$120,000 XXX (Make it less than the position

s salary/extras in last year's article.) in real estate and personal property taxes pursuant to the provisions of G. L. c. 59, §21C (Proposition 2 ½), or do or act anything thereon.

*Two-thirds vote required*

**SUMMARY:**

The Town's ~~Water Department~~ Water Commissioners, who are in charge of the Town's Municipal Water System, need to analyze their operations and refine their financial model. ~~in its goal to be self-supporting.~~ (Their being self-supporting is inherent in their having an Enterprise Fund. Unless they do as Stephen P. reminded us, this will never happen unless they add more unrequired hook-ups – so they may never be able to do that. Best not to say that it's possible.)

The Town is in the final stages of submitting a plan to the Department of Environmental Protection and the Cape Cod Commission for achieving consistent mitigation of the pollution of our watersheds, going forward. The Town does not currently have any capacity to implement a State and Federally required wastewater plan and is required to do so under the State and EPA approved "208 Plan". In the initial stages, this will add considerably to the work load of the Health/Conservation Department which is currently staffed by two positions.

The Town currently has staff serving, part time, as Water Clerk for the ~~Water Department~~ Municipal System. Her proposed salary for the FY2020 is \$21,533. In addition, Whitewater, Inc serves the Water Commissioners as the System's operator. Finding a contractor to do the billing for the System is underway. The proposed compensation for both these tasks in FY2020 is \$80,642., plus \$25,000. for contingencies. There are no other staff-members dedicated to either the Water Commissioners or wastewater management. As these the needs of addressing wastewater and the Water System's functionality grow, areas, in responsibility additional staff support may will be required. The intent of this article is to use consultants in this time of transition, for the work, if necessary, until it is no longer no longer needed or cost effective to do so. At that point the Town may look at hiring an employee to serve one, or both, of these departments.

## REVISED:

**ARTICLE 35: Municipal Water System and Wastewater Funding:** To see if the Town will vote to raise and appropriate and/or transfer from any available sources of funds the sum of \$120,000 for costs to 1.) review the Municipal Water System's ~~Water Department~~ management and operations and refine the Water Enterprise Fund's financial model. ~~and analyze the requirements of Section 208 of the Clean Water Act as put forth by the Massachusetts Department of Environmental Protection and the Cape Cod Commission~~ This has already occurred – been going on for quite some time.

2.) initiate implementation of the 208 (Wastewater) Plan upon granting of the Watershed ~~Permit Plan~~ by the Department of Environmental Protection ; provided, however that no sums shall be expended hereunder unless and until the Town shall have voted to assess an additional \$~~120,000~~ XXX (Make it less than the position s salary/extras in last year's article.) in real estate and personal property taxes pursuant to the provisions of G. L. c. 59, §21C (Proposition 2 ½), or do or act anything thereon.

*Two-thirds vote required*

## SUMMARY:

~~The Town's Water Department~~ Water Commissioners, who are in charge of the Town's Municipal Water System, need to analyze their operations and refine their financial model. ~~in its goal to be self-supporting.~~ (Their being self-supporting is inherent in their having an Enterprise Fund. Unless they do as Stephen P. reminded us, this will never happen unless they add more unrequired hook-ups – so they may never be able to do that. Best not to say that it's possible.)

The Town is in the final stages of submitting a plan to the Department of Environmental Protection and the Cape Cod

Commission for achieving consistent mitigation of the pollution of our watersheds, going forward. The Town does not currently have any capacity to implement a State and Federally required wastewater plan and is required to do so under the State and EPA approved “208 Plan”. **In the initial stages, this will add considerably to the work load of the Health/Conservation Department which is currently staffed by two positions.**

The Town currently has staff serving, part time, as Water Clerk for the ~~Water Department~~ **Municipal System. Her proposed salary for the FY2020 is \$21,533. In addition, Whitewater, Inc serves the Water Commissioners as the System’s operator. Finding a contractor to do the billing for the System is underway. The proposed compensation for both these tasks in FY2020 is \$80,642., plus \$25,000. for contingencies.** There are no other staff-members dedicated to either **the Water Commissioners** or wastewater **management**. As ~~these~~ **the** needs of addressing wastewater and the Water System’s functionality grow, ~~areas, in~~ **responsibility** additional staff support **may** ~~will~~ be required. The intent of this article is to use consultants in this time of transition, ~~for the work,~~ **if necessary**, until it is **no longer no longer needed** or cost effective to do so. At that point the Town may look at hiring an employee to serve one, or both, of these departments.

**REVISED:**

**ARTICLE 35: Municipal Water System and Wastewater Funding:** To see if the Town will vote to raise and appropriate and/or transfer from any available sources of funds the sum of \$120,000 for costs to 1.) review the municipal water system's operations and refine the Water Enterprise Fund's financial model and 2.) analyze the requirements of Section 208 of the Clean Water Act as put forth by the Massachusetts Department of Environmental Protection and the Cape Cod Commission and 3.) initiate implementation of the 208 Wastewater plan upon granting of the Watershed Permit by the Department of Environmental Protection; provided, however that no sums shall be expended hereunder unless and until the Town shall have voted to assess an additional \$120,000 in real estate and personal property taxes pursuant to the provisions of G. L. c. 59, §21C (Proposition 2 ½), or do or act anything thereon.

*Two-thirds vote required*

**SUMMARY:**

The Water Commissioners, who are in charge of the Town's municipal water system need to analyze their operations and refine their financial model.

The Town is in the final stages of submitting a plan to the Department of Environmental Protection and the Cape Cod Commission for achieving consistent mitigation of the pollution of our watersheds, going forward. The Town does not currently have any capacity to implement a State and Federally required wastewater plan and is required to do so under the State and EPA approved "208 Plan".

The Town currently has a single part-time position serving as Water Clerk for the municipal water system. There are no other staff members dedicated to either the Water Commissioners or wastewater management. As these two areas grow additional staff support will be required. The intent of this article is to use consultants in this time of transition until it is no longer cost effective to do so. At that point the Town may look at hiring an employee to serve one, or both, of these departments.



## BOARD OF SELECTMEN

AGENDA ACTION REQUEST  
Meeting Date: March 26, 2019

VI

### BUSINESS – F

|                         |                                                                                                                                |
|-------------------------|--------------------------------------------------------------------------------------------------------------------------------|
| <b>REQUESTED BY:</b>    | <b>Town Administrator</b>                                                                                                      |
| <b>DESIRED ACTION:</b>  | <b>Approval of a drawing for five combination beach/transfer station stickers at the end of the Annual Town Meeting</b>        |
| <b>PROPOSED MOTION:</b> | <b>I move to approve a drawing for five combination beach/transfer station stickers at the end of the Annual Town Meeting.</b> |
| <b>ACTION TAKEN:</b>    | Moved By: _____ Seconded By: _____<br>Condition(s):                                                                            |
| <b>VOTED:</b>           | Yea _____ Nay _____ Abstain _____                                                                                              |



## BOARD OF SELECTMEN

AGENDA ACTION REQUEST  
Meeting Date: March 26, 2019

# VI

### BUSINESS – G

|                         |                                                                                           |
|-------------------------|-------------------------------------------------------------------------------------------|
| <b>REQUESTED BY:</b>    | <b>Principal Clerk</b>                                                                    |
| <b>DESIRED ACTION:</b>  | <b>Approve Eversource Petition for Conduit on Old Chequessett Neck Road</b>               |
| <b>PROPOSED MOTION:</b> | <b>I move to allow Eversource Energy to install conduit on Old Chequessett Neck Road.</b> |
| <b>ACTION TAKEN:</b>    | Moved By: _____ Seconded By: _____<br>Condition(s):                                       |
| <b>VOTE:</b>            | Yea _____ Nay _____ Abstain _____                                                         |

TO: Board of Selectmen

From: Principal Clerk



Date: March 21, 2019

RE: Conduit Hearing

A hearing was held on Thursday, March 21, 2019 at 3:00 p.m. in the Wellfleet Town Hall Conference Room, on the petition of Eversource Energy to install approximately 250' of conduit/cable along side of town road on Old Kings Highway in Wellfleet.

A copy of the minutes is attached.

I recommend that the Board vote to approve this petition.



## MINUTES

### Conduit Hearing

A hearing was held on Thursday, March 21, 2019 at 3:00 p.m. in the Wellfleet Town Hall Conference Room, on the petition of Eversource Energy to install approximately 250' of conduit/cable along side of town road on Old Kings Highway in Wellfleet.

Jeanne Maclauchlan called the meeting to order at 3:00 p.m. and read the legal advertisement which had been posted with the Town Clerk. Also present was Jessica Elder from Eversource Energy.

The hearing closed at 3:00 p.m.

Respectfully submitted,

  
Jeanne Maclauchlan  
Principal Clerk

February 25, 2019

Board of Selectmen  
Town of Wellfleet  
Town Hall  
300 Main Street  
Wellfleet, MA 02667

Dear Board Members:

Enclosed is a petition to install approximately 250' of conduit/cable along side of town road on Old Kings Highway, Wellfleet.

This proposed location is necessary to provide electric service to new residential subdivision on Laddie's Way. This petition will require a notice to abutters and a hearing.

Will you please present this petition before the Board for customary action and approval.

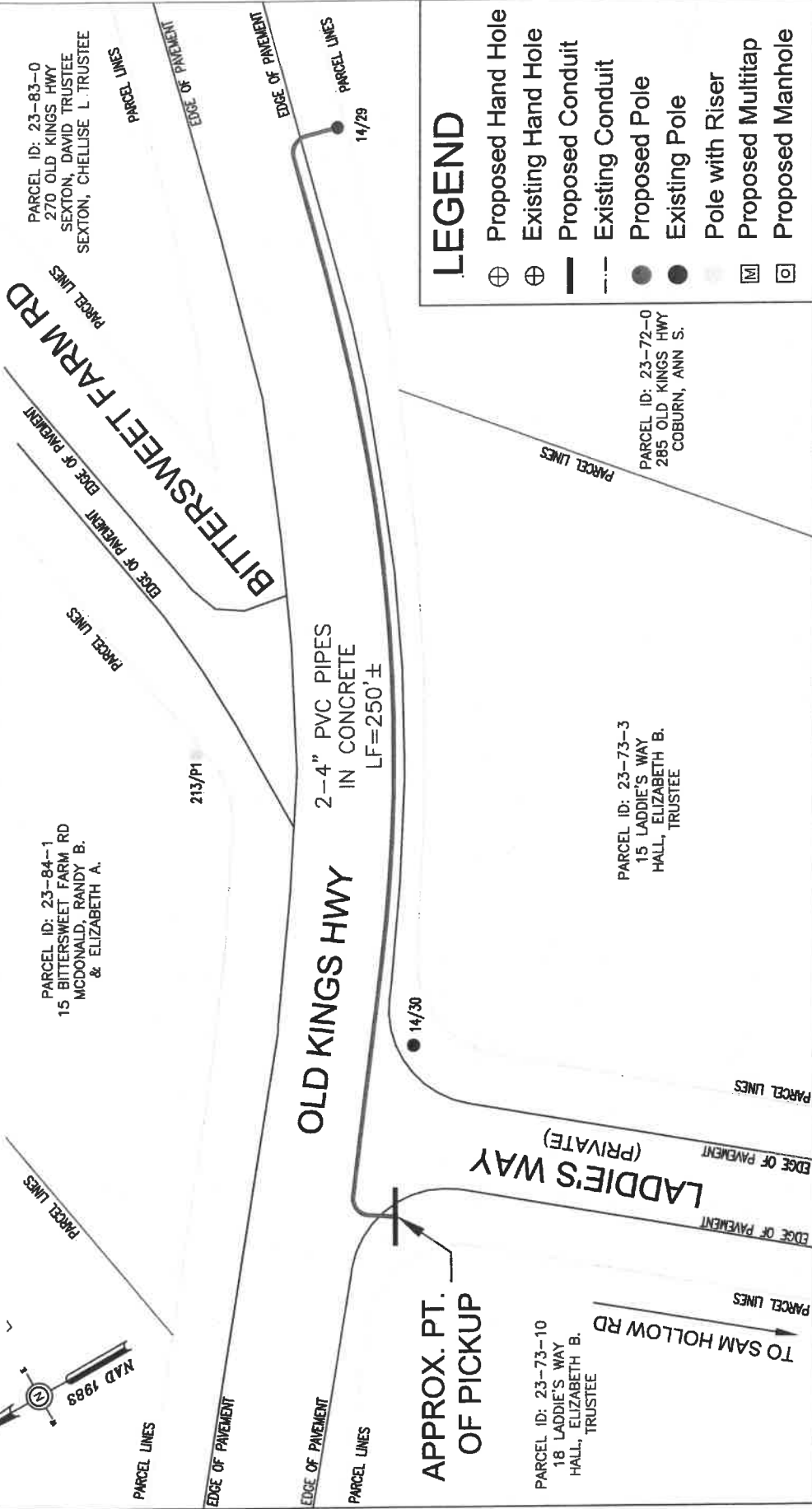
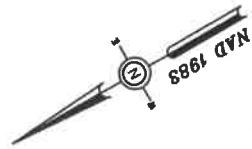
If you have any questions, please call me at 508-790-9022.

Warm Regards,



Jessica Elder  
Right of Way Agent  
EVERSOURCE ENERGY  
[Jessica.Elder@Eversource.com](mailto:Jessica.Elder@Eversource.com)

Plan to accompany petition of EVERSOURCE ENERGY  
To install 250'± of 2-4" conduits to provide electric  
service for new residential subdivision.



APPROX. PT.  
OF PICKUP

PARCEL ID: 23-73-10  
18 LADDIE'S WAY  
HALL, ELIZABETH B.  
TRUSTEE

PARCEL ID: 23-73-3  
15 LADDIE'S WAY  
HALL, ELIZABETH B.  
TRUSTEE

OLD KINGS HWY  
2-4" PVC PIPES  
IN CONCRETE  
LF=250'±

BITTERSWEET FARM RD  
EDGE OF PAVEMENT  
PARCEL LINES

PARCEL ID: 23-83-0  
270 OLD KINGS HWY  
SEXTON, DAVID TRUSTEE  
SEXTON, CHELLESE L. TRUSTEE

### LEGEND

- ⊕ Proposed Hand Hole
- ⊕ Existing Hand Hole
- Proposed Conduit
- - - Existing Conduit
- Proposed Pole
- Existing Pole
- Pole with Riser
- ⊠ Proposed Multitap
- ⊡ Proposed Manhole

PARCEL ID: 23-72-0  
285 OLD KINGS HWY  
COBURN, ANN S.

BY YOUR USE OF THE INFORMATION CONTAINED IN THIS MAP, YOU AGREE THAT NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, IS GIVEN WITH RESPECT TO THE INFORMATION. NEITHER EVERSOURCE ENERGY COMPANY, NSTAR GAS COMPANY NOR ITS PARENTS, AFFILIATES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES OR AGENTS (COLLECTIVELY THE "NSTAR ENTITIES") SHALL BE LIABLE FOR ANY LOSS OR INJURY CAUSED IN WHOLE OR IN PART BY USE OF THIS INFORMATION OR IN RELIANCE UPON IT. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE NSTAR ENTITIES SHALL BE RELEASED FROM ANY SUCH LOSS OR INJURY. RELEASE, INDEMNITY AND HOLD THE NSTAR ENTITIES HARMLESS FROM ANY SUCH LOSS OR INJURY.

THE INFORMATION MAY NOT REPRESENT A SURVEY. IT MAY NOT BE THE MOST COMPLETE, AND IS SUBJECT TO CHANGE WITHOUT NOTICE. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE INFORMATION, EITHER EXPRESSED OR IMPLIED. UNWARRANTED AND UNEXPECTED RESULTS MAY OCCUR. FOR MORE INFORMATION OR FOR OTHER THAN ITS INTENDED PURPOSES ARE PROHIBITED.

**MASS. LAW**  
REQUIRES 72 HOURS ADVANCE NOTICE TO UTILITY COMPANIES BEFORE DIGGING BY ANYONE. CALL DIG-SAFE 1-888-344-7233

|                      |                |
|----------------------|----------------|
| Plan #               | 2303133        |
| Ward #               |                |
| Work Order #         | 2303133        |
| Surveyed by:         | N/A            |
| Research by:         | PG             |
| Plotted by:          | BP             |
| Proposed Structures: | PG             |
| Approved:            | A DEBENEDICTIS |
| P#                   |                |

Plan of OLD KINGS HIGHWAY  
WELFLEET  
Showing PROPOSED CONDUIT LOCATION

Scale 1"=30'  
Date 2/13/19

SHEET 1 of 1

**NSTAR EVERSOURCE**  
1165 MASSACHUSETTS AVE. DORCHESTER, MASS. 02125

**PETITION FOR  
UNDERGROUND CABLE AND CONDUIT LOCATIONS  
WO#02303133**

**Barnstable, Massachusetts**

**February 23, 2019**

**To the Board of Selectmen for the Town of Wellfleet, Massachusetts.**

**NSTAR ELECTRIC COMPANY/d/b/a EVERSOURCE ENERGY**

**request permission to locate underground cables, conduits and manholes, including the necessary sustaining and protecting fixtures, in, under, along and across the following public way or ways:**


**Old Kings Highway, Wellfleet**

**To install 250' of conduit and cable on side of town road**

**Wherefore it prays that after due notice and hearing as provided by law, it be granted a location for and permission to install and maintain underground cables, conduits, and manholes, together with such sustaining and protecting fixtures as it may find necessary, said underground cables, conduits, and manholes to be installed in accordance with the plan files herewith marked Plan No. 2303133 Dated February 13, 2019.**

**NSTAR ELECTRIC COMPANY/d/b/a EVERSOURCE ENERGY**

**By** \_\_\_\_\_

  
**Right of Way Agent  
Jessica S. Elder**



## BOARD OF SELECTMEN

AGENDA ACTION REQUEST  
Meeting Date: March 26, 2019

VI

### BUSINESS – H

|                         |                                                     |
|-------------------------|-----------------------------------------------------|
| <b>REQUESTED BY:</b>    | <b>Ginny Parker</b>                                 |
| <b>DESIRED ACTION:</b>  | <b>Letter of Support</b>                            |
| <b>PROPOSED MOTION:</b> | <b>TBD</b>                                          |
| <b>ACTION TAKEN:</b>    | Moved By: _____ Seconded By: _____<br>Condition(s): |
| <b>VOTE:</b>            | Yea _____ Nay _____ Abstain _____                   |

March, 20 2019

*Dear Senator/Representative:*

As Vice President and on behalf of the Wellfleet Shellfishermen's Association (WSA), a coalition of Aquaculturists and wild shellfishermen, I am writing to urge you to oppose the recent proposal HD1109 to privatize aquaculture licenses in the state of Massachusetts. The language changes in the bill would undermine home rule and the Town of Wellfleet's ability to oversee and manage its fishery. Furthermore, the lack of a residency requirement will undoubtedly lead to a consolidation of the industry. It would place the resource into an open market with which deep pocketed entities would purchase the means of production, drive down price and virtually make it impossible for small operations to compete in the marketplace. This takeover would be detrimental to the historic fishery and flourishing aquaculture community of Wellfleet, as well as other coastal communities that are soundly managing their resources.

Wellfleet's oyster heritage dates back centuries. As a community it has garnered knowledge from generations of shellfishermen passing stories and wisdom from one independent fisherman to the next. Through its grassroots aquaculture system and management, Wellfleet has remained a leader in cultivation and wild fishing. It is currently the largest producer of shellfish in the state in terms of its dollar value of landings and represents over 20% of the state's shellfish economy. Wellfleet is one of the oldest aquaculture communities in the state, with over 100 aquaculturists operating on 1-7 acre licenses dating back to the early 1970's. Many of the shellfishing grants are owned and worked on by multiple generations of one family. We urge you to preserve the traditional small town system of administration that has seen us prosper through the years.

The Wellfleet Shellfishermen's Association is part of a newly formed coalition of shellfishermen and aquaculturists. We are working with numerous groups throughout Cape Cod in order to give voice to aquaculturists and shellfishing families in the form of a collaborative. WSA is currently the largest association in Massachusetts that represents both wild shellfishermen and aquaculturists.

As your constituents, we urge you to oppose any efforts to privatize and monetize aquaculture licenses. We assert that Wellfleet has cultivated a boutique oyster industry built on the stories and traditions of its tidal way of life. To consolidate the industry is to expel the stories, the lore and the heritage of Wellfleet. If the HD1109 were to become law, it would dispossess hundreds of small Massachusetts family farms and upend Cape Cod's shellfishing industry.

Thank you for the opportunity to voice our concerns and we look forward to hearing from you on this issue as it effects the entire Cape Cod economy. *Please see attached pages for signatures of support for this letter and its sentiment.*

Sincerely,

Michael DeVasto  
WSA - Vice President

**HOUSE . . . . . No.**

**The Commonwealth of Massachusetts**

PRESENTED BY:

***Josh S. Cutler***

*To the Honorable Senate and House of Representatives of the Commonwealth of Massachusetts in General Court assembled:*

The undersigned legislators and/or citizens respectfully petition for the adoption of the accompanying bill:

**An Act to relative to shellfish aquaculture licenses.**

PETITION OF:

| NAME:                          | DISTRICT/ADDRESS:                                  |
|--------------------------------|----------------------------------------------------|
| <i>Josh S. Cutler</i>          | <i>6th Plymouth</i>                                |
| <i>Michael D. Brady</i>        | <i>Second Plymouth and Bristol</i>                 |
| <i>Susan Williams Gifford</i>  | <i>2nd Plymouth</i>                                |
| <i>Anne M. Gobi</i>            | <i>Worcester, Hampden, Hampshire and Middlesex</i> |
| <i>Steven S. Howitt</i>        | <i>4th Bristol</i>                                 |
| <i>Patrick Joseph Kearney</i>  | <i>4th Plymouth</i>                                |
| <i>Kathleen R. LaNatra</i>     | <i>12th Plymouth</i>                               |
| <i>Harold P. Naughton, Jr.</i> | <i>12th Worcester</i>                              |
| <i>Patrick M. O'Connor</i>     | <i>Plymouth and Norfolk</i>                        |
| <i>Norman J. Orrall</i>        | <i>12th Bristol</i>                                |
| <i>Denise Provost</i>          | <i>27th Middlesex</i>                              |
| <i>David T. Vieira</i>         | <i>3rd Barnstable</i>                              |

**HOUSE . . . . . No.**

[Pin Slip]

**The Commonwealth of Massachusetts**

**In the One Hundred and Ninety-First General Court  
(2019-2020)**

An Act to relative to shellfish aquaculture licenses.

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

1 SECTION 1. Section 57 of chapter 130 of Massachusetts General Laws, as appearing in  
2 the 2016 Official Edition, is hereby amended by striking out, in line 70, the word “may” and  
3 inserting in place therefore the following:-

4 -“shall”.

5 SECTION 2. Section 58 of chapter 130 of Massachusetts General Laws is hereby  
6 amended by striking, in line 2, the following: “may be transferred” and inserting in its place the  
7 following:-

8 -“shall be transferable by the licensee by sale, gift, or bequest”

9 Section 58 of chapter 130 of Massachusetts General Laws is further amended by inserting  
10 after the words “any person”, in line 3, the words:- "or entity"

11 Section 58 of chapter 130 of Massachusetts General Laws is further amended by striking  
12 out, in line 7, the words: “or terms, each term not to exceed fifteen years”.



Tue, Mar 19, 6:00  
PM (2 days ago)

**Chad Williams**

Hi guys,

Here's my 2 cents.

So the proposed changes are for section 57 and 58 of chapter 130. Section 58 is much more important than 57.

Ch 130 section 57 states "Said shellfish aquaculture license **may** be transferred pursuant to section fifty-eight and all rights and privileges enjoyed by the licensee shall be assumed by the transferee."

Section 58 deals with transfers and is mostly what we're worried about but the above paragraph of section 57 sets up for section 58.

Changing the language from may to "shall" in 57 just allows us to then look at 58.

Section 58 states. "Any license granted under section fifty-seven or corresponding provisions of earlier laws **may be transferred...**

The language "**may be transferred**" retains some discretion for the town bylaws to either allow these transfers or not. That's the "home rule" element in all of this. The state says you guys (the towns) may do this if you deem it a good idea.

The proposal would replace this with "shall be transferrable by the licensee by sale, gift or bequest."

"Shall be transferable" removes the ability of the town to ban these types of transfers. It's no longer at the decision of the town bylaw to say whether it's allowed or not. The state has just said "shall" so it becomes a right of the parties seeking the transfer, and as long as they meet the other parts of the state and town requirements, they should be allowed to transfer a license, by right.

The pertinent section of 58 continues:

"...with the approval of the city council or selectmen, to any person to whom it might originally have been granted."

The issue here is that while any transfer will still technically require approval by the BOS, the language, "to any person to whom it might originally have been granted" basically says that as long as the transferee meets the other town requirements for holding a license, the BOS will have no ability to deny that transfer.

If the BOS denied a transfer to some entity that is qualified in all town requirements, they could be sued for being arbitrary/capricious. The BOS need to justify their decisions and if they can't, they're susceptible to suit.

The requirements to hold a shellfish license in town aren't very extensive. Without looking at the town bylaws, I know they require some working knowledge/experience in the industry and few other hard requirements.

Residency requirements for grant holders can and always have helped with this issue as it makes it so anyone wishing to obtain a grant either initially from the town or through this new transfer process needs to be a town resident.

But that's where the next change in the proposal comes in. By inserting the word "entity" into section 58, they are now opening the door to allow for the transfer to a person or entity. This circumvents the residency requirement as all that would be required for a business owner that does not live in town to be a valid transferee of a grant in town would be to establish an LLC or some other corporate "entity" to be the receiving party in the transfer. If that entity is "based" in

Wellfleet, a transfer to that entity would still be in compliance with any residency requirement in the bylaws.



## BOARD OF SELECTMEN

### AGENDA ACTION REQUEST

Meeting Date: March 26, 2019

# VIII

## TOWN ADMINISTRATOR'S REPORT

To: Board of Selectmen  
From: Dan Hoort, Town Administrator  
Subject: Town Administrator's Report  
Date: March 22, 2019

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

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



## CORRESPONDENCE TO THE BOARD OF SELECTMEN

*March 13, 2019 – March 22, 2019*

### Letters/Emails:

|         |                      |                                                     |
|---------|----------------------|-----------------------------------------------------|
| 3/13/19 | Jeanne Maclauchlan   | Maria Burks' resignation from Historical Commission |
| 3/13/19 | Dan Hoort            | Open Meeting Law Training                           |
| 3/13/19 | Zack Dixon           | Shellfish Advisory Board Meeting Minutes 2/25/19    |
| 3/13/19 | Dan Hoort            | Jude Ahern invoices                                 |
| 3/14/19 | Nancy Civetta        | Herring River and Dredging                          |
| 3/14/19 | Nancy Civetta        | Deputy Constable nominations                        |
| 3/14/19 | Dan Hoort            | Dredging Funding Announcement                       |
| 3/18/19 | John Duane           | Deputy Constable nomination letter                  |
| 3/19/19 | Curt Felix           | Wellfleet Harbor                                    |
| 3/19/19 | Ginny Parker         | Wellfleet Harbor                                    |
| 3/19/19 | Dan Hoort            | Response to Article 35                              |
| 3/19/19 | Helen Miranda Wilson | HDYLLTA                                             |
| 3/19/19 | Dave Seiler          | HDYLLTA                                             |
| 3/19/19 | Ginny Parker         | HDYLLTA                                             |
| 3/19/19 | Dan Hoort            | HDYLLTA                                             |
| 3/20/19 | Helen Miranda Wilson | HDYLLTA Article                                     |
| 3/20/19 | Dan Hoort            | APCC Water Event Poster                             |
| 3/20/19 | Damien Parkington    | Mike Rice email to Counsel                          |
| 3/21/19 | Dave Seiler          | HDYLLTA                                             |
| 3/21/19 | Jude Ahern           | HDYLLTA                                             |
| 3/21/19 | Helen Miranda Wilson | Room Occupancy Tax Rate from Curt Felix and CCC     |
| 3/21/19 | Nancy Civetta        | HDYLLTA                                             |
| 3/21/19 | Janet Morrissey      | Warrant Article to Purchase Map 34 Parcel 17        |

### Legal:

3/13/19 AG Healy's Office

### Applications:

|         |                                |                                                            |
|---------|--------------------------------|------------------------------------------------------------|
| 3/17/19 | Merrill Mead-Fox               | Historical Commission                                      |
| 3/18/19 | Curt Felix                     | Dredging Task Force                                        |
| 3/18/19 | Eben Kenney                    | Comprehensive Wastewater Management Planning Committee     |
| 3/21/19 | John Wolf                      | Dredging Task Force                                        |
| 3/21/19 | MA Dept. of Telecommunications | Petition of Comcast Cable to establish basic service rates |



## BOARD OF SELECTMEN

AGENDA ACTION REQUEST  
Meeting Date: March 26, 2019

X

### CORRESPONDENCE AND VACANCY REPORT

Date: March 21, 2019  
To: Board of Selectmen  
From: Jeanne Maclauchlan  
Re: Vacancies on Town Boards

**Bike and Walkways Committee (5 Members)**

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

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

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

**Cable Advisory Committee (5 members)**

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

**Charter Review Committee (7 members)**

|                                                 |                      |                |
|-------------------------------------------------|----------------------|----------------|
| Vacant Positions                                | Appointing Authority | Length of Term |
| 1 Position                                      | Moderator            | 1 year         |
| Requesting Appointment: No applications on file |                      |                |

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

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

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

|                                                        |                      |                |
|--------------------------------------------------------|----------------------|----------------|
| Vacant Position                                        | Appointing Authority | Length of Term |
| 1 Position                                             | Board of Selectmen   | 3 years        |
| Requesting Appointment: <b>One application on file</b> |                      |                |

**Conservation Commission (7 Members)**

|                                                        |                      |                |
|--------------------------------------------------------|----------------------|----------------|
| Vacant Positions                                       | Appointing Authority | Length of Term |
| 1 Position                                             | Board of Selectmen   | 3 years        |
| Requesting Appointment: <b>One application on file</b> |                      |                |

**Dredging Task Force: (5 members, 2 alternates)**

|                  |                      |                |
|------------------|----------------------|----------------|
| Vacant Positions | Appointing Authority | Length of Term |
|------------------|----------------------|----------------|



## BOARD OF SELECTMEN

AGENDA ACTION REQUEST  
Meeting Date: March 26, 2019

---

|                                                              |                      |                          |
|--------------------------------------------------------------|----------------------|--------------------------|
| 1 Position                                                   | Board of Selectmen   | 3 years                  |
| 2 Alternate Positions                                        |                      |                          |
| Requesting Appointment: <b>Two Applications on file</b>      |                      |                          |
| <b>Energy Committee</b> (11 members total)                   |                      |                          |
| Vacant Positions                                             | Appointing Authority | Length of Term           |
| 1 Alternate Position                                         | Board of Selectmen   | 3 years                  |
| Requesting Appointment:                                      |                      |                          |
| <b>1 BOS Rep</b>                                             |                      | BOS Term                 |
| <b>Finance Committee</b> (9 members, 2 alternate)            |                      |                          |
| Vacant Positions                                             | Appointing Authority | Length of Term           |
| 1 Position                                                   | Town Moderator       | 3 years                  |
| 2 Alternate Positions                                        |                      | 3 years                  |
| Requesting Appointment: No applications on file              |                      |                          |
| <b>Herring Warden</b> (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              |                      |                          |
| <b>Historical Commission</b> (7 members)                     |                      |                          |
| Vacant Positions                                             | Appointing Authority | Length of Term           |
| 1 Position                                                   | Board of Selectmen   | 2 years to complete term |
| Requesting Appointment: <b>One application on file</b>       |                      |                          |
| <b>Human Rights Commission</b> (1 Representative)            |                      |                          |
| Vacant Positions                                             | Appointing Authority | Length of Term           |
| 1 Position                                                   | Board of Selectmen   | 3 years                  |
| Requesting Appointment: No applications on file              |                      |                          |
| <b>Marina Advisory Committee</b> (7 Members, 2 Alternates)   |                      |                          |
| Vacant Positions                                             | Appointing Authority | Length of Term           |
| 1 Alternate Position                                         | Board of Selectmen   | 2 years                  |
| Requesting Appointment: No applications on file              |                      |                          |
| <b>Natural Resources Advisory Board</b> (At least 3 Members) |                      |                          |
| Vacant Positions                                             | Appointing Authority | Length of Term           |
| 1 Position                                                   | Board of Selectmen   | 3 years                  |
| Requesting Appointment: No applications on file              |                      |                          |
| <b>Open Space Committee</b> (7 Members)                      |                      |                          |
| Vacant Positions                                             | Appointing Authority | Length of Term           |
| 1 Position                                                   | Board of Selectmen   | 1 year                   |
| Requesting Appointment: No applications on file              |                      |                          |
| <b>Personnel Board</b> (4 members + TA + FinCom Rep)         |                      |                          |
| Vacant Positions                                             | Appointing Authority | Length of Term           |



## BOARD OF SELECTMEN

### AGENDA ACTION REQUEST

Meeting Date: March 26, 2019

---

|                                                        |                      |                          |
|--------------------------------------------------------|----------------------|--------------------------|
| 2 Positions                                            | Board of Selectmen   | 3 years                  |
| Requesting Appointment: <b>One application on file</b> |                      |                          |
| <b>Planning Board (7 members)</b>                      |                      |                          |
| Vacant Positions                                       | Appointing Authority | Length of Term           |
| 2 Positions                                            | Board of Selectmen   | 3 years to complete term |
| Requesting Appointment: <b>One application on file</b> |                      |                          |
| <b>Recycling Committee (7 members)</b>                 |                      |                          |
| Vacant Positions                                       | Appointing Authority | Length of Term           |
| 1 Position                                             | Board of Selectmen   | 1 year to complete term  |
| Requesting Appointment: No applications on file        |                      |                          |
| <b>Social and Human Services Committee (5 members)</b> |                      |                          |
| Vacant Positions                                       | Appointing Authority | Length of Term           |
| 1 Position                                             | Town Moderator       | 3 years                  |
| Requesting Appointment: No applications on file        |                      |                          |





## BOARD OF SELECTMEN

AGENDA ACTION REQUEST  
Meeting Date: March 26, 2019

# XI

### MINUTES – A

|                         |                                                                                                      |
|-------------------------|------------------------------------------------------------------------------------------------------|
| <b>REQUESTED BY:</b>    | <b>Executive Assistant</b>                                                                           |
| <b>DESIRED ACTION:</b>  | <b>Approval of Executive Session meeting minutes</b>                                                 |
| <b>PROPOSED MOTION:</b> | <b>I move to approve the Executive Session minutes of February 12<sup>th</sup>, 2019 as amended.</b> |
| <b>ACTION TAKEN:</b>    | Moved By: _____ Seconded By: _____<br>Condition(s):                                                  |
| <b>VOTED:</b>           | Yea _____ Nay _____ Abstain _____                                                                    |

### MINUTES – B

|                         |                                                                                                 |
|-------------------------|-------------------------------------------------------------------------------------------------|
| <b>REQUESTED BY:</b>    | <b>Executive Assistant</b>                                                                      |
| <b>DESIRED ACTION:</b>  | <b>Approval of work meeting minutes</b>                                                         |
| <b>PROPOSED MOTION:</b> | <b>I move to approve the Work Meeting minutes of February 19<sup>th</sup>, 2019 as amended.</b> |
| <b>ACTION TAKEN:</b>    | Moved By: _____ Seconded By: _____<br>Condition(s):                                             |
| <b>VOTED:</b>           | Yea _____ Nay _____ Abstain _____                                                               |



## BOARD OF SELECTMEN

AGENDA ACTION REQUEST  
Meeting Date: March 26, 2019

# XI

### MINUTES – C

|                         |                                                                                    |
|-------------------------|------------------------------------------------------------------------------------|
| <b>REQUESTED BY:</b>    | <b>Executive Assistant</b>                                                         |
| <b>DESIRED ACTION:</b>  | <b>Approval of Selectboard/SAB meeting minutes</b>                                 |
| <b>PROPOSED MOTION:</b> | <b>I move to approve the minutes of February 25<sup>th</sup>, 2019 as amended.</b> |
| <b>ACTION TAKEN:</b>    | Moved By: _____ Seconded By: _____<br>Condition(s):                                |
| <b>VOTED:</b>           | Yea _____ Nay _____ Abstain _____                                                  |

### MINUTES – D

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



# BOARD OF SELECTMEN

AGENDA ACTION REQUEST  
Meeting Date: March 26, 2019

**XI**

## MINUTES – E

|                         |                                                                                |
|-------------------------|--------------------------------------------------------------------------------|
| <b>REQUESTED BY:</b>    | <b>Executive Assistant</b>                                                     |
| <b>DESIRED ACTION:</b>  | <b>Approval of Warrant Review meeting minutes</b>                              |
| <b>PROPOSED MOTION:</b> | <b>I move to approve the minutes of March 4<sup>th</sup>, 2019 as amended.</b> |
| <b>ACTION TAKEN:</b>    | Moved By: _____ Seconded By: _____<br>Condition(s):                            |
| <b>VOTED:</b>           | Yea _____ Nay _____ Abstain _____                                              |

## MINUTES – F

|                         |                                                                                 |
|-------------------------|---------------------------------------------------------------------------------|
| <b>REQUESTED BY:</b>    | <b>Executive Assistant</b>                                                      |
| <b>DESIRED ACTION:</b>  | <b>Approval of meeting minutes</b>                                              |
| <b>PROPOSED MOTION:</b> | <b>I move to approve the minutes of March 12<sup>th</sup>, 2019 as amended.</b> |
| <b>ACTION TAKEN:</b>    | Moved By: _____ Seconded By: _____<br>Condition(s):                             |
| <b>VOTED:</b>           | Yea _____ Nay _____ Abstain _____                                               |

# DRAFT

**Work Meeting  
Wellfleet Select Board Meeting  
Tuesday, February 19, 2019, at 12:00 p.m.  
Wellfleet Town Hall, 300 Main Street, Wellfleet MA 02667**

**Select Board Members Present:** Chair Janet Reinhart – Chair, Helen Miranda Wilson – Vice Chair, Justina Carlson – Clerk, Kathleen Bacon, Jerry Houk.

**Also Present:** Dan Hoort - Town Administrator, Courtney Butler – Executive Assistant.

**Reinhart called the executive session meeting to order at 12:00 pm.**

- I. Reinhart asked for announcements, open session, and public comment.**
  - a. Houk asked about a plaque at Cannon Hill
  - b. Carlson, in regard to the Room Occupancy Tax (Airbnb Tax), shared that she has spoken with real estate agents and there is a change in the trends in people staying. She said that there are \$700 taxes on a \$2,800/week rental.
- II. Letter of support for Conservation committee’s ruling on the Blasch House.**

Wilson said she drafted the letter with Hilary Greenburg-Lemos. She said the date of the actual denial was in December, not November, and noted that should be changed in the letter.

Bacon did not agree with the statement in the letter that reads “the applicant built in a vulnerable spot at their own risk, knowing that the existing dynamic of wave action scouring the shore would increase extreme weather events, etc.” She said she knew this was based on science and part of why their application to revet was being denied. Bacon noted that the original building was vetted by Gordan Peabody and others and wasn’t sure if this was the Board’s conjecture. Reinhart said even though it was vetted, and the research was done, the State needs to know it is in a vulnerable state. Wilson said the ConsCom told them not to build the house when they originally began building.

Houk discussed a 1983 report when rubble was removed from the Gut. He said this was done because there was the threat of a breakthrough. He said the same thing could happen at this property. He said he wasn’t sure if the ConsCom had read those reports.

Wilson said would go to the Conservation Commission after this meeting. and inform Greenburg-Lemos.

# DRAFT

Bacon move to approve the letter of support for the Wellfleet Conservation Commission ruling on the Blasch house with the amendment of changing November to December. Wilson seconded, the motion carried 5-0

Wilson noted that Doug Guey-Lee should receive a copy for his files. Bacon asked when the letter would go out. Hoort said today.

### **III. Hiring a consultant to complete Local Comprehensive Plan**

Carlson said she met with many organizations at the MMA conference in January. Bacon said she supports this idea but would like Hoort to see where we left off prior to meeting with the consultants. Reinhart said that everyone would like a consultant. She noted that previous Assistant TA Brian Carlson began the Plan and that it should be finished up soon. Bacon asked Hoort to look at where the Plan was left off. She said that it is important to do their due diligence to complete this Plan.

Wilson agreed with Bacon and said a consultant would be a good idea. She said she wanted to ask Joe Powers to look at the plan and see if he wanted to take this on. Reinhart said Powers would like a consultant as well. Reinhart noted that consultants are qualified to do this work and the Board could give ideas. She also suggested the Board working alongside the consultant.

Wilson asked if this would have to go out to bid. Hoort said that if it is more than \$10,000 he would ask for three qualified bids to be covered by Procurement. Wilson said the Shellfish Committee is refreshing the Shellfish Management Plan. Reinhart said that annually one of the Local Comprehensive Plan committee members took it upon themselves to check with each committee to update it. She recommended continuing this and also sending a note to committees once the consultant is hired.

Wilson noted a piece in the Charter that focuses on better communication between Boards and Committees and Departments around planning issues. There was discussion about this.

Carlson agreed with Reinhart, that the Selectboard would like to look at the current plan and determine what the consultant would need to do.

Hoort said he would share the draft document from Carlson as well as a status of where in the process he left off.

Bacon suggested adding a time frame to the motion to ensure the project is completed this year. There was discussion about the need of a consultant and how quickly to get the ball rolling on hiring one.

# DRAFT

Carlson moved that the Town Administrator and Assistant Town Administrator proceed to prepare an RFP to hire a consultant to assist in finishing the Comprehensive Plan. Bacon seconded, and the motion carried 4-1, with Wilson opposing.

## **IV. Improving employees and communication, and quality of work and work place. Possibly by hiring a consultant or mediation, etc.**

Reinhart said she is a big believer in communication and most of misunderstanding comes from lack of communication. She said that as a Board, it is their role to create a healthy, happy workforce environment. She said the Board is Hoort's guidance and boss and he is the main person they should be communicating with at least once a week. She said their other role is to tell people the facts and alleviate gossip in town.

Wilson agreed with Reinhart. She asked Hoort about performance reviews. Hoort said last year most of them were done and they hope to accomplish all of them this year. Wilson asked about the Department Head reports. Hoort said that Butler would be compiling and sending them from here forward.

### Statement of Goals:

Reference: Wellfleet Town Charter 3, Section 2, Sub-Section 3-2-3

- One: To assure that all Town functions are carried on in keeping with applicable Federal and State law, Town Bylaws and the Charter.
- Two: To assure full implementation of the Town Charter and to recommend changes in it as shown appropriate by experience.
- Three: To provide prompt policy guidance to the Town Administrator and other Town bodies as appropriate, thereby supporting and facilitating their work.
- Four: To make all policy decisions, including the enactment of rules and regulations in keeping with valid Town Meeting actions and, in particular, with the statement of objectives of the Local Comprehensive Plan approved at Town Meeting.
- Five: To enhance and strengthen communication and cooperation between and among appointed Town bodies.
- Six: Through careful personnel selection and appointment and through appropriate training programs, to assure public services of the highest quality, both in terms of paid personnel and volunteers.
- Seven: To minimize, in every respect feasible, the public liability exposure of the Town, its employees and its taxpayers.
- Eight: To work closely with the Finance Committee to assure prudent use of Town revenues and that necessary projects and activities are carried out.

Reinhart asked what some action items may be to improve morale and the environment. Hoort said that for him, the biggest thing to do is to show his employees he cares and that

# DRAFT

they are valued. He asked the Board to turn any employees who would like to complain to him.

Carlson said that she has heard positive feedback from employees regarding the work Hoort has done and his accessibility. Reinhart suggested saying thank you to all employees. Wilson said new employees and committee members need to feel welcomed and supported right away.

Carlson recommended adding to the next working meeting agenda, more specific ways to support Hoort. She also suggested working on goals and objectives after the Warrant.

Bacon said she has appreciated this meeting and getting good working ideas out on the table. She mentioned the late Lillian Frasier and wanting to name something on the proposed Lawrence Road housing development area after her.

Hoort agreed that this meeting was helpful. Reinhart said that while the Board does have differences in opinion they all still listen to each other and have good communication.  
Carlson

Houk moved to adjourn.

Wilson seconded, and the motion carried 5-0.

**Meeting was adjourned at 1:12 pm.**

*Minutes of the Selectboard: February 25, 2019*

**DRAFT**

**Wellfleet Selectboard at Shellfish Advisory Board Meeting  
Monday February 25, 2019 at 7:00 pm  
Wellfleet Senior Center**

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

**Regrets:** Jerry Houk

**Also Present:** Executive Assistant Courtney Butler, Shellfish Constable Nancy Civetta, members of the Shellfish Advisory Board: Chair Barbara Austin, Jacob Puffer, Brett Morse, John Duane, Zack Dixon, Jim O'Connell, Dave Seidler, and Tom Siggia

Massachusetts Shellfish Initiative (MSI) representatives: Scott Soares, Chris Schillaci, Steve Kirk, Melissa Sanderson

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

***Massachusetts Shellfish Initiative Steering Committee Presentation and Questions/Comments***  
Representatives from the MSI introduced themselves.

Sanderson, from the Cape Cod Fisherman's Alliance, said she believes that shellfish is a part of Mass Blue Economy. She noted that wild shellfish is at core of tradition, should not be compromised for aquaculture. She said her goal with MSI is to provide public outreach opportunities, to bring opposing sides together. She said the MSI does not have position on near shore shellfish.

Kirk, from the Nature Conservancy, said that interest in Massachusetts is in shellfish restoration for the good of the environment. He is interested in seeing MSI come together so that it can act as a forum for different ideas to come together. He also hopes to enable more funding for Departments like DMF to get input about restoration activities and make sure that they are done the right way.

Soares, from Massachusetts Aquaculture Association (MAA) and serves as the MSI consulting coordinator, said that MAA is non-profit to promote and serve shellfish and finfish farmers in Mass, through technology and communication channels. He said MAA is a part of MSI because it recognizes MSI as a forum to discuss a variety of issues relative to shellfish, it is concerned with tweaks to existing state policy and resource allocation, and because farmed oysters are 3rd in landed value in Mass

Schillaci, from the MA Department of Marine Fisheries (DMF) said DMF wants to be prepared to address any disruptive forces and emerging challenges. He said DMF recognizes that some changes may be needed in representation on MSI and recognizes that there are various interests in MSI. He said MSI will not change the way DMF makes policy and/or regulation. He said that DMF believes that MSI is a good forum and DMF is on the steering committee to make sure that it is a transparent process.

Sanderson led the presentation (**Attachment 1**)



***What is MSI?***

- MSI began in 2017 with Nature Conservancy and Fisherman's Alliance conducting a survey of 389 shellfish stakeholders
  - received a grant of \$100k
- Two objectives thus far
  1. Build capacity for shellfish
  2. Develop a strategic state-wide plan and guidance document
- Not a regulatory body
- Opportunity for groups to come together

***Why MSI now?***

- Increased demand for monitoring
- Complex permitting processes
- State and federal legislative initiatives
- Demand for space for aquaculture business
- Towns are using shellfish for water restoration
- More shellfish means more opportunity for disease, needs research
- Rapid growth of industry may mean decrease in shellfish price
- NOAA is encouraging a national shellfish initiative. MSI may be able to get funds for Massachusetts shellfishing efforts.

***MSI Task Force***

- Responsible for shaping and guiding MSI process
- Appointed oversee MSI committees
- Convey information
- Task Force has more power than MAA or Nature Conservancy
- First meeting was Jan 2, 2019
  - created Assessment and Steering Committees, no other committees exist yet.
  - will follow open meeting law
- Goals Jan - Apr
  - do research and community outreach
  - provide data back to the Task Force
- Goals After April
  - begin to define objectives based on input from shell-fishermen and the public

Sanderson requested from towns the top 3 issues pertaining to shellfishing and the top 3 things they would like from MSI.

***QUESTIONS/COMMENTS***

Brett Morse shared concerns about 100's of acres opening in New Bedford. He asked what the cycle of shellfish from restoration areas would be. (Schillaci addressed this later.)

Dave Seitler said he appreciates the open meeting law and he appreciates representation on the task force. He asked what MSI does for shell fishermen as individuals. Soares responded, that it

gives them a voice at the table for any recommendations that will be put forward. Seitler asked if they couldn't do that on our own.

Schillaci noted that DMF doesn't often see organization around emerging issues. It usually happens after something has already been drafted.

Kirk said that MSI will add to our voice competing for funds.

Austin commented that she was happy to see the MAA proposal to allow for statewide continuity of transferability of shellfish leases on one of the slides so that it was known publicly.

Schillaci and Soares both commented that the power of the broad community through MSI will be an advantage to get money for research and other improvement efforts.

Seitler asked how MAA decided to get involved with MSI? Soares answered that he does not know.

Morse asked How does Island Creek fit in? Sanderson answered that Chris Sherman, President of Island Creek Oysters (ICO), donated time to the effort.

Seitler asked if it is a conflict of interest that Soares is representing the MAA and the MSI as well as consulting for Island Creek Oysters and Chris Sherman is President of ICO. Soares answered that it is not a conflict - he is acting as the recording secretary and any input comes from the people of the shellfishing community.

John Duane asked about the process of recommendation to policy process. Schillaci stated that DMF will look at information from everywhere and the process will remain the same as it is now. DMF will make decisions based on sound research and policy. Duane asked, "Have you learned anything from SI's in other States?" Sanderson answered that they have learned to meet early and often. Most of what has come from other initiatives is large, overarching ideas/projects.

Jim O. asked Kirk if his office is working with nitrogen onshore? He said he is not personally, but his office is.

Chopper Young asked if the 8400 acres in New Bedford is commercially harvested and if any biological testing has been done? Schillaci responded that 8400 is the total acreage not the proposed aquaculture area.

Wilson asked on behalf of Damian Parkington (not present), "Why was Wellfleet left off the task force? Why did you not use us as a model? Why was there no substantial outreach to Wellfleet SAB? Sanderson answered that representative areas from throughout the state were chosen. Kirk added that it was an oversight not to include Wellfleet, but that it was done without malice. Wilson asked who the person was that decided who would be on MSI? Sanderson answered, herself at Fisherman's Alliance and Kirk at Nature Conservancy.

Wilson asked if it was true that the State (or DMF) receives money from corporations, like Walmart, Schillaci answered yes, that the state seeks grant funds and gets money from a wide

range of groups for a wide number of projects. Wilson asked if they got a seat at the table, Schillaci said absolutely not.

Kurt Felix commented that it is crazy if nitrogen mitigation programs (oyster reefs) were allowed to hurt the aquaculture industry by flooding the market.

Berta Bruinage stated that she has issue with privatizing the transfer of shellfish grants because it drives out the small farmer. Shellfishing is a way that young people in Wellfleet can earn a living. Schillaci stated that the bullet point is there so that it can be discussed now, rather than later at the State House in Boston. He said that DMF does not support that idea.

Bacon said that she would like to see the survey include more than 379 people.

Suzanne Phillips said that at the first assessment meeting it was decided that it should start with input from the communities.

Diane Brent commented that she doesn't think that Massachusetts shellfishing needs a centralized solution to local problems and that Wellfleet Shellfish Department (WSD) does a good job of addressing problems.

Aaron Francis asked where the money is coming from now and where it will come from in the future. Sanderson answered that a grant from National Fish and Wildlife Foundation (funded by NOAA and private foundations) will fund MSI for another year.

Schillaci added that we are no better prepared for shellfish disease than we were 15 years ago. Groups like this will help to address existing and emerging issues. This is a good way to put issues on the table and get funding for them as well as to get meaningful input from the shellfishing community.

Seitler asked why the state is not better funding DMF? Kirk answered that he hopes that is one of the things that MSI will present to the state.

Richard Blakely said that he is concerned about Wellfleet's historical standing and that he is terrified that there is talk of privatizing aquaculture leases.

Bob Wallace said that there is a lot of paranoia in the room. The fear is that if every coastal town has a restoration project the market will become oversupplied. Sustainability should be paramount in what MSI is trying to accomplish.

Jude Ahearn said that she is most concerned that there is very little transparency with this group. She brought up conflict of interest with the constable and SPAT and The Fisherman's Alliance. Sanderson refuted the conflict of interest

Wayne Clough commended Nancy Civetta and WSD. He brought up the fuel tanks at the Marina that are close to the end of their life. He recommended finding out about funding from the state program for replacing those tanks.

Seitler asked what MSI does for the Fisherman's Alliance and the Nature Conservancy. Sanderson answered that FA represents wild shell fisherman and they also have an investment in ARC, so they want to see a healthy aquaculture industry. Kirk said that Nature Conservancy is always looking to partner with people to achieve common environmental goals.

Nathan Davis asked how MSI planned to get money for the 208 plans and how transparency will be achieved. Schillaci said that is partly why DMF is on the Steering Committee and that private interests are not lost on them. Wilson added that the town will get any wastewater funds.

Craig P. and Schillaci. discussed the Orleans mitigation project and how many oysters went to commercial harvest.

Brad Morse said he was concerned because he of his experience with sea clam regulations in the 1980's that put a lot of people out of business.

Ginny Parker mentioned the formation of the Wellfleet Shellfishermans Association and the appointment of someone from Wellfleet to the Task Force

Mike Devasto said we should all be wary because the oysters from mitigation projects will go into the market.

Chris Merl asked how many members were in MAA and if it were representative of the shellfishing community as a whole. His main concern is the MAA's privatizing proposal and stated that it should be taken off the table. He also said it should have been brought to the community first to avoid the confusion and fear.

Next meeting scheduled for March 11 at 6 p.m.

Meeting adjourned at 9:30 pm

ATTACHMENT 1 - MSI Presentation

**DRAFT**

**Wellfleet Selectboard Meeting  
Monday, March 4, 2019 at 6pm  
Wellfleet Senior Center**

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

**Regrets:**

**Also Present:** Town Administrator Dan Hoort; Assistant Town Administrator/Town Clerk Joseph Powers, Chief Richard Pauley, Harbormaster Mike Flanagan, and Shellfish Constable Nancy Civetta; **Members of the Finance Committee (FinCom):** Janet Lowenstein, Steven Polowczyk, Kathy Granlund, Fred McGee, and Jeff Tash

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

**ANNOUNCEMENTS, OPEN SESSION AND PUBLIC COMMENT**

- Reinhart welcomed and thanked the Finance Committee for coming to the meeting tonight.
- Lowenstein suggested rescheduling the December meeting of the Selectboard and Finance Committee to a later date next budget season.
- Polowczyk announced that the Finance Committee meetings are now being video recorded and will be available online.
- Wilson noted Daylights Savings Time on Sunday, March 10<sup>th</sup> and subsequently the change in meeting times, starting next week on March 12<sup>th</sup> at 7pm.

**2019 ANNUAL TOWN MEETING WARRANT**

*The Board discussed proposed article 1.* Article 1 is the FY 2020 Operating Budget.

Hoort said both committees had agreed on the same operating budget, with one exception – the Recreation budget. The FinCom reduced the by \$6,400 in the salary and wages line item, which is related to the acceptance of a gifted van from the school district. Hoort said the FinCom felt the gift should have been discussed in advance of acceptance as it will incur additional costs.

Wilson said she attended the Finance Committee meeting where this was discussed. She said the Board had similar questions to those posed by the FinCom. Reinhart said the van is meant to provide transportation to community events and programs for students.

Lowenstein said the van does not have an infinite life and will need to be replaced at some point. Polowczyk asked if an official gift had been submitted. Hoort said no. Carlson said she felt transportation needs were not being met. She said the van will provide transportation to youth who are at risk. Bacon said she is in support of the van and it is an added benefit to the Recreation Department. She said she also understood the FinCom's position on having associated costs with owning a van.

Reinhart suggested asking the Recreation Director to come back and explain the van more and make estimates of how much and where the money would come from.

There was discussion about purchasing of vehicles that appear later in the Warrant.

**DRAFT**

Bacon moved to recommend article 1, FY 2020 Operating Budget, and insert it in the Warrant. Wilson seconded, and the motion carried 5-0.

***The Board discussed proposed article 2.*** Article 2 is for FY 2019 Year Transfers.

Wilson asked why the Housing Authority was requesting for \$15,000 for counsel. Hoort said the Housing Authority is funded through the budget of \$5,000 and that they are currently defending a lawsuit, which is using all of the \$5,000.

Bacon moved to recommend article 2, FY 2019 Year Transfers, and insert it in the Warrant. Carlson seconded, and the motion carried 5-0.

***The Board discussed proposed article 3.*** Article 3 is the FY 2020 Capital Budget.

Lowenstein said the FinCom has not voted on this article. Hoort said that items on the budget that say “borrow” are on their own Warrants. The rest are all included in this article. Wilson said she added up all the vehicles included in the Capital Budget this year and it came to \$1,502,915. She said there was a policy that if vehicle change-overs have to be vetted in a certain way and asked if this had happened. Polowczyk said yes, they were vetted. Lowenstein said there have been postponements made in the purchase of these vehicles and this is why there are so many this year.

Bacon said she would like to insert the article but wait on the recommendation until the final recommendation from the FinCom is received.

Bacon moved to insert article 3, FY 2020 Capital budget, in the Warrant and reserve recommendations for Town Meeting.

Wilson seconded, and the motion carried 5-0.

***The Board discussed proposed article 4.*** Article 4 is the FY 2020 Marina Enterprise Budget.

Reinhart said the FinCom recommended this article 8-0. There was no further discussion.

Wilson moved to recommend article 4, FY 2020 Marina Enterprise Budget, and insert it in the Warrant.

Bacon seconded, and the motion carried 5-0.

***The Board discussed proposed article 5.*** Article 5 is the FY 2020 Water Enterprise Budget.

**DRAFT**

Reinhart noted that the FinCom recommends this article 7-1. Wilson asked what the minority vote was. Polowczyk said he wished the Water Enterprise Fund could use the Bay Service Fee feature of their current rules and regulations for water supply system. He said this Town has a pretty good deal, in terms of a water supply system. He said this operates similarly to what co-ops do when they have a shortfall, which is to divide the shortfall by the number of units.

Carlson moved to recommend article 5, FY 2020 Water Enterprise Budget, and insert it in the Warrant.

Wilson seconded, and the motion carried 5-0.

***The Board discussed proposed article 6.*** Article 6 is Prior Year Invoices.

Reinhart said the FinCom recommended this article 8-0.

Carlson moved to recommend article 6, Prior Year Invoices, and insert it in the Warrant.

Wilson seconded, and the motion carried 5-0.

***The Board discussed proposed articles 7, 8, 9, and 10.*** Articles 7, 8, 9, and 10 address Union Contracts

Hoort said he would not have a dollar amount yet, and the Board could withhold their recommendations. Lowenstein said FinCom is also withholding their recommendations.

Wilson moved to insert articles 7, 8, 9, and 10, Union Contracts, in the Warrant, as printed in this draft Warrant.

Bacon seconded, and the motion carried 5-0.

***The Board discussed proposed article 11.*** Article 11 is Additional Fire Department Staff.

Hoort said that he and Pauley suggested that one firefighter could be funded through the ambulance fund, and one could be funded through an override. Pauley said that it is not uncommon to tap into ambulance fund to hire additional staff, but that Wellfleet has not done this in the past. He said the fund has been used to balance the operating budget and to replace supplies. He suggested trying this and will expect to see the ambulance fund increase and they will not need to replace an ambulance for a few more years. He said he would rework this article for an override and create an additional article to pay for a position out of the ambulance fund. He said he likes the public to know they are adding a position and get their buy-in.

Bacon asked Pauley how the SAFER grant played in. Pauley said the grant is not guaranteed, however if the grant is received then these two positions would be hired, and the grant would take care of them. Bacon asked if he had applied for this grant before. Pauley said yes.

**DRAFT**

Houk asked how many paramedics had been lost in the last year. Pauley said yes, 2 within the last fourteen months. Houk asked if there was money left from their salaries. Pauley said there is a little bit of money, but it will be absorbed by overtime because they have to backfill shifts.

There was discussion of the open positions in the department. Pauley said there is one paramedic position open.

Wilson noted that the article only included funding for Firefighter/Paramedic, not Firefighter/EMT. Chief Pauley said he would request from Hoort that it be reworded to include that language.

Hoort suggested taking no action on this tonight and said that he and Pauley would bring back two articles.

Article 11, Additional Firefighter Staff, will seek no action tonight.

***The Board discussed proposed article 12.*** Article 12 is Chapter 90 Road Repairs.

Lowenstein said the FinCom was awaiting a final number on this. Hoort said one will be forthcoming, but not tonight. Lowenstein said the FinCom would withhold their recommendation until town meeting.

Wilson moved to insert article 12, Chapter 90 Road Repairs, into the Warrant.

Bacon seconded, and the motion carried 5-0.

***The Board discussed proposed article 13.*** Article 13 is Capital Improvement in the sum of \$525,000 for the purchase of a ladder truck for the Fire Department.

Lowenstein said the FinCom voted to recommend this article. Pauley said he is trying to purchase a 1986 used ladder truck, purchased in 2000. He said he has been searching for another used truck for the last two years. He said there is a strong possibility that there is one that is in good shape and he reworked this article. He said the new cost is \$285,000.

Bacon suggested regionalizing the labor force for police and fire. She asked about the possibilities of sharing a ladder truck. Pauley said the issue is that every other community has one, and it is not unheard of that one of them is out of service for a period of time. Bacon thanked Pauley for his research and for finding a cheaper option.

Hoort said this would be reworded to say a “used aerial ladder pumper truck.”

Carlson moved to recommend article 13, Capital Improvement – ladder truck, and insert it in the Warrant.

Wilson seconded, and the motion carried 5-0.

***The Board discussed proposed article 14.*** Article 14 is Capital Improvement in the sum of \$265,000 for the purchase of a street sweeper for the Department of Public Works.



**DRAFT**

Bacon asked if the FinCom approved the article. Lowenstein said yes, they moved to recommend it.

Carlson asked if this was going to be a used truck. Hoort said it would be new, it was originally \$320,000 and the DPW Director has been able to find one for \$265,000. Lowenstein said it would not make sense to purchase a used streetsweeper.

Carlson asked the depreciation schedule for the sweeper. Wilson said the one the Town has now is 10 years old. Lowenstein said the recommended time for replacement is 5-7 years. Polowczyk said this vehicle cannot be leased.

Bacon moved to recommend article 14, Capital Improvement – street sweeper, and insert it in the Warrant.

Wilson seconded, and the motion carried 5-0.

***The Board discussed proposed article 15.*** Article 15 is Capital Improvement for the purchase of a front-end loader for the Department of Public Works in the sum of \$220,000.

Lowenstein said this is essentially the same issue as article 14. She said the vehicle was purchased in 2005 and cannot be leased.

Bacon moved to recommend article 15, Capital Improvement – front-end loader, and insert it in the Warrant.

Reinhart seconded, and the motion carried 5-0.

***The Board discussed proposed article 16.*** Article 16 is Capital Improvement for the purchase of a 100-yard refuse/recycling trailer for the Department of Public Works in the sum of \$75,000.

Wilson asked what this vehicle was. Hoort said that this trailer is where trash gets dumped into and hauled off-Cape. Carlson asked if it had a dual purpose. Hoort said depending on the flow, of trash versus recycling, it could be used for either.

Carlson moved to recommend article 16, Capital Improvement – refuse/recycling trailer, and insert in the Warrant.

Bacon seconded, and the motion carried 5-0.

***The Board discussed proposed article 17.*** Article 17 is Capital Improvement for the purchase of a police cruiser in the sum of \$40,000.

Lowenstein said the Police Department has always had a very careful schedule for replacement of vehicles. She said she believed this would be paid for out of existing funds. Hoort said these funds would actually be borrowed.

**DRAFT**

Wilson asked how many vehicles the department had. Bacon said six. Wilson asked if they get a new one every six years. Lowenstein said yes.

Bacon moved to recommend article 17, Capital Improvement – police cruiser, and insert it in the Warrant.

Reinhart seconded, and the motion carried 5-0.

***The Board discussed proposed article 18.*** Article 18 is Capital Improvement to purchase and install a new awning over the bandstand at the Pier in the sum of \$25,175.

Lowenstein said the FinCom is withholding their recommendations until Town Meeting. She said they wanted to know who was installing it, if it was needed at all. Polowczyk wanted to know if the family who donated it wanted to have some say.

Bacon asked Hoort if this could be paid for out of Community Preservation Funds. Hoort said yes, possibly next year. Lowenstein said she thought those funds needed to be used for a permanent structure, not an awning. Audience member, Gary Sorkin, Chair of CPC, was present. He said yes, it must be a capital expenditure. He suggested considering a permanent structure, as opposed to temporary. Reinhart suggested getting more information first.

There was discussion about the circumstances surrounding the acceptance of a gift.

Article 18, Capital Improvement – bandstand awning, will seek no action tonight.

***The Board discussed proposed article 19.*** Article 19 is Capital Improvement for the purchase of paying costs of buildings and grounds improvements to the Town Hall and Library in the sum of \$50,000.

Wilson asked if the FinCom voted on this. Lowenstein said that the FinCom voted to recommend it. Wilson said she was unhappy that these two properties were being put on the same article for this amount of money. She said she didn't think that either property was in enough disrepair to spend this amount of money on. Bacon asked if this was a borrowing article. Hoort said yes.

Reinhart said there is \$30,000 for Town Hall basement floor replacement, \$8,000 for library restrooms, and \$8,000 for the parking lot and sidewalk at the library. Wilson said she understood the \$8,000 for library restrooms but did not have any issues with the current flooring in the Town Hall basement. Polowczyk said he thought the basement had a water issue and this would be preventative maintenance and this money would prevent bigger issues down the line.

Carlson asked for more information as to why it was necessary for the Town Hall basement flooring to be replaced and asked if the Board wanted to take no action. Hoort said he thought the cost was reasonable. He said the maintenance staff is trying to be proactive and maintain the building.

Reinhart said that even though the basement floor seems fine to Wilson, a lot of people meet there and recalled how nice it was when the linoleum on the first floor was replaced. Houk said the parking lot at the library certainly needs to be redone and he supports this article

Wilson said she would suggest not swallowing this article whole. Reinhart said the FinCom recommends 8-0. Granlund said the FinCom looked at the cost of not doing this, which could cost

**DRAFT**

more down the line. She said the FinCom considers the cost of \$8,000 and the cost of not spending \$8,000. Lowenstein said sometimes the fiscally responsible thing to do is to spend money.

Bacon moved to recommend article 19, Capital Improvement – buildings and grounds improvements, and insert in the Warrant.

Houk seconded, and the motion carried 3-2, with Carlson and Wilson opposed.

***The Board discussed proposed article 20.*** Article 20 is Capital Improvement for the cost of replacing the equipment on the forestry truck for the Fire Department.

Pauley said the original intent was to replace the 2007 forestry truck through the Capital Budget and not need an override. He suggested withdrawing the article. He said it does need to be replaced but this is a heavy Warrant and he is trying to be respectful of all the expenses.

Reinhart asked if there was money for this purchase. Polowczyk said he had confidence in the Town's ability to raise and appropriate cash. Wilson said that the current equipment is not fully working, she would not pinch pennies on this item, and that it should be kept on the Warrant.

Pauley thanked Wilson for her support, but his main focuses this year are the two additional staff and the ladder truck. He said that the Town could wait a year to get this truck. Bacon said the Cape Cod National Seashore has this truck if the Town were ever in a pinch.

Lowenstein said the FinCom puts a lot of stock in the department head's fiscal responsibility. Reinhart agreed.

Article 20, Capital Improvement – forestry truck, was withdrawn.

***The Board discussed proposed article 21.*** Article 21 is CIP – Fuel Storage Tank for Marina in the sum of \$250,000.

Reinhart said she would like the tanks underground, for appearances. Wilson said she was not in favor of underground tanks. She asked Flanagan where he would put the tanks above ground. Flanagan said he would place them behind the store at 3 Kendrick Avenue, but since the Town does not own that property, then to place them where the underground tanks are currently and move them if need be. Bacon suggested the aboveground tanks be placed next to the men's bathroom at the pier. Flanagan said that was a possibility.

Lowenstein asked if this article included the tanks. Flanagan said in total, including equipment and tools, the tanks would cost \$232,100. Reinhart said the amount in the article needs to be changed, as it originally had the amount of \$250,000.

Reinhart asked if they should postpone. Hoort asked Flanagan if he thought this proposal would change at all. Flanagan said no. Granlund asked if the \$95,000 for 20% contingency would not have to be spent if there was an issue with construction. Lowenstein asked if the work would be done by DPW or a contractor. Flanagan said a contractor. Lowenstein asked who provided the appraisal, Flanagan said an engineer did.

**DRAFT**

Wilson asked if it was one or two tanks. Flanagan said it is one tank that has two compartments -f for diesel and gas. Wilson said that the insurance company does not usually insure tanks that are over 30 years old. She asked to change it to “tanks”, rather than “tank”.

Wilson moved to recommend article 21, CIP – Fuel Storage Tanks for the Marina for \$608,584, and insert it in the Warrant.

Bacon seconded, and the motion carried 5-0.

***The Board discussed proposed article 22.*** Article 22 is Other Post-Employment Benefits (OPEB) Appropriation in the sum of \$200,000.

There was no discussion.

Bacon moved to recommend article 22, Other Post-Employment Benefits (OPEB), and insert it in the Warrant.

Wilson seconded, and the motion carried 5-0.

***The Board discussed proposed article 23.*** Article 23 is Other Post-Employment Benefits (OPEB) Appropriation – Nauset Regional School District in the sum of \$53,492.

There was no discussion.

**Bacon moved to recommend article 23, OPEB – School, and insert it in the Warrant.**

**Houk seconded, and the motion carried 5-0.**

***The Board discussed proposed article 24.*** Article 24 is the Marina Enterprise Stabilization Fund.

Reinhart read the article, that said “to see if the Town will vote to raise and appropriate and/or transfer from the Marina parking fund the sum of \$10,000, for the purpose of contributing to the Marina enterprise Stabilization Fund.

Bacon clarified that \$10,000 would be taken from the Parking Fund and putting it into the Enterprise Stabilization fund and was not going to be borrowed. Hoort confirmed.

Bacon moved to recommend article 24, Marina Enterprise Stabilization Fund, and insert it in the Warrant.

Reinhart seconded, and the motion carried 5-0.

***The Board discussed proposed article 25.*** Article 25 is the Transfer to Stabilization Fund in the sum of \$40,000.

There was no discussion.

**DRAFT**

Carlson moved to recommend article 25, Transfer to Stabilization Fund, and insert it in the Warrant. Wilson seconded, and the motion carried 5-0.

***The Board discussed proposed article 26.*** Article 26 is the Transfer to LCCATV Fund in the amount of \$114,000.

Reinhart said the FinCom voted to recommend the article. There was no further discussion.

Bacon moved to recommend article 26, Transfer to LCCATV Fund, and insert it in the Warrant. Wilson seconded, and the motion carried 5-0.

***The Board discussed proposed articles 27 through 32.*** Articles 27 through 32 are for Community Preservation.

Bacon suggested recommending and inserting articles 27 through 32 at once, for the sake of time. She noted the articles are always well vetted and CPC provided a presentation to them already. Lowenstein said the FinCom voted to recommend all articles.

Bacon moved to recommend article 27 through 32, Community Preservation, and insert it in the Warrant.

Carlson seconded, and the motion carried 5-0.

***The Board discussed proposed article 33.*** Article 33 is for Universal Preschool in the sum of \$100,000.

This article would provide funding for tuition vouchers for 3-year-old children in the community to attend preschool. Wilson said Suzanne Grout Thomas gave a very good presentation in support of this program. She agreed that the Board should be supportive of families in town. Reinhart agreed.

Lowenstein said the FinCom did not vote yet. Polowczyk said they were waiting on additional information. Hoort read an email from Grout Thomas providing that information. The email said the current balance in the fund as of 12/31/2018 was \$41,179.60, and that 19 children were funded last year at a cost of \$5,623 per child.

Bacon agreed with Wilson that supporting this article is an investment in sustainable community in the future. Houk said he was also in support of the article. Wilson noted that if this article was passed, then there would be seamless childcare in Wellfleet, as there are tuition vouchers provided for Sea Babies and 4-year-olds as well.

Bacon moved to recommend article 33, Universal Preschool, and insert it in the Warrant.

Wilson seconded, and the motion carried 5-0.

***The Board discussed proposed article 34.*** Article 34 is for the Shellfish Revolving Fund.

**DRAFT**

Reinhart asked for the FinCom's recommendation. Lowenstein said they recommended it at 5-0, with 1 abstention. Reinhart asked what the Shellfish Advisory Board voted. Civetta said they voted to recommend the article at their September meeting. Reinhart asked if it was unanimous, Civetta said she thought so but would confirm.

Hoort said the concept is that eventually the Town will take any new receipts, for licenses or fees, that come in and place them in here, and they will be dedicated to propagation. He said it will be a direct way of saying to the shellfish industry that if fees are increased, they are being invested right back. He said once this is accomplished, there will no longer be an item for propagation in the Operating Budget. Lowenstein asked if this was a borrowing article. Hoort said no.

Reinhart said Civetta was proposing to take 75% of the revenues and dedicate them to be available for other use. Civetta said the article at Town Meeting will create the actual fund. She said that the article, as written now, would be an annual vote by the Board. Civetta said the fund should be used for the propagation, cultivation, protection, and study of shellfish. She said the fund could be used to fund salaries for propagation employees, as long as fringe benefits are included, in the future. She said she is aware of 2 other towns that use their funds to pay employees.

Reinhart suggested postponing the article. Bacon said this concept made sense and was a logical way to fund the department. She asked Hoort who would oversee and maintain the fund. Hoort said it would be maintained by the Town Accountant with oversight from the Shellfish Department and the Town Administrator.

Wilson asked the difference between a revolving fund and an enterprise fund. Hoort said an enterprise fund is self-supporting and the budget needs to be approved annually at Town Meeting. A revolving fund has limits set by the Selectboard and the appropriations can be spent without further action at Town Meeting.

Civetta said each year there is a cap set for the fund by the Board. She is asking for \$50,000 for this year, but she didn't know that they would collect that much in receipts this year.

Article 34, Shellfish Revolving Fund, will seek no action tonight.

***The Board discussed proposed article 35.*** Article 35 is for a Water Resources Director in the sum of \$145,000.

Reinhart said that of the \$145,000, \$95,000 is for compensation and \$50,000 for benefits and other funding. Lowenstein said FinCom is withholding recommendation until Town Meeting upon waiting for further information. She said she would be meeting with the Health Agent to discuss it.

Polowczyk said it would be good to get an estimate of the revenue coming from the new Airbnb tax, as it would be good to use to fund the position. Reinhart asked when the funds would be available from the state. Hoort said the state sends revenue collected quarterly, and it would come again in September. Bacon said she was in support of the article and it is imperative to get ahead of the curve with the 208-plan. She said the revenue will be there in the future from the tax, but she would like to get it inserted and recommended in this Warrant to begin the hiring process.

**DRAFT**

Wilson said there is no final 208-plan proposal that is ready for submittal to the DEP yet. She said she was open to this position, last year. She said that conflating two separate responsibilities into one position is not a good idea. She said the position will never be a decider but will offer advice and expertise. She also noted that the Personnel Board would need to weigh in on this article, along with several other boards.

Audience member Alex Hay, Chair of the Comprehensive Wastewater Management Planning Committee, was present. He said that the Committee is looking at the position like an operating position. He also said the Cape Cod Commission said this would be a good position to have in town. He said the goal is to be well-suited moving forward with the 208-plan by having this position.

Carlson said she supports the position and the Water Commission would be happy to get any management support. She said the Wastewater Committee has done extraordinary work in helping the Town avoid needing a sewer system and they should be staffed. Hay said not building a sewer is not guaranteed but having someone knowledgeable to assist the Town would be beneficial.

Reinhart agreed that this is an important position. She said Town Meeting will need full details and that it does not seem like it would be a full-time position at first. She asked Hay to work with the Town Administrator and other staff to further develop the position description.

Wilson said she agreed with Hay that an entity should be included in the 208-plan who acts as the authority. Hay said the question is whether the Town hires an employee or hires a consultant. He said the Committee is recommending a paid position. There was further discussion about the Town's need for a position like this.

Bacon said she hoped Scott Coarsley would come back to Town Meeting to provide expertise. Reinhart asked Hoort his recommendations. Hoort said that this position would not be funded using existing funds, it would be voted on at Town Meeting and at the ballot box. Reinhart asked his thoughts about compensation, he said that sometimes we rely on a Committee too much.

McGee said the challenge in making the decision between hiring an individual or a consultant is knowing whether this position is advisory or managerial. There was discussion about hiring a person versus a consultant. Powers noted the Personnel Board is in place and the proposal needs to be evaluated if this were to be a new position. He said the Board would also be able to determine if the position would be better filled by hiring a consultant.

There was discussion about the water system. Carlson said responsibility needs to be taken for the system and the Boards. Polowczyk agreed. He said that the article currently describes two positions, and the secretary for the Water Commissioners should be removed. Hay said he would work with the Committee to reframe the article and position description. Reinhart suggested beginning with a consultant and then move into a paid position in the future.

Wilson said she spoke with the Health Agent and she agreed to provide the oversight needed. Wilson and Hay discussed this possibility. Granlund said it is the FinCom's role to determine the best way to fund the position, but it needs to be presented in a clear view.

Houk agreed that there needs to be an updated job description and that it is an important position for the Town to meet 208 compliance.

Wilson said she would like to meet with Hay and Hilary Lemos-Greenburg, Health Agent, to adjust the wording of the article.

**DRAFT**

Bacon moved to recommend article 35, Water Resources Director, and insert it in the Warrant with amended language.

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

Wilson moved to reconsider the previous motion.

Reinhart seconded, and the motion failed 2-3, with Houk, Bacon, and Carlson opposed.

***The Board discussed proposed article 36.*** Article 36 is for Old Shellfish Shack Renovations in the sum of \$42,000.

Hort said this is the maximum amount that can be done without total overhaul. Lowenstein said the FinCom voted not to recommend this article 5-0-1. She said they do not see the Shack being used currently. Reinhart said it is used by Shellfish Department. Lowenstein said it is being used as storage. Civetta said everything is currently at the sand pit and a workspace and storage area would be ideal. Polowczyk said the Shack has no historical value and is in a compromised zone.

Wilson said that in the fall, the Board voted to get paperwork from the DPW and Building Inspector that broke down the cost to fix the building. She said that there was nothing being stored in the building and it was not being used during her last visit a few months ago. She asked if any money should be put into anything that is in the floodplain at this point. Civetta said it is used in the summer, closed off in the fall, and that the best use of it will be a workshop area.

Hort said that DPW and Building Inspector Justin Post gave him the estimate of \$42,000 for supplies and work to be done by DPW. Bacon said the \$42,000 was a small amount to fix the shack. She also hopes guests to Wellfleet can visit the shack and learn about shellfishing.

Bacon moved to recommend article 36, Old Shellfish Shack Renovations, and insert it in the Warrant.

Houk seconded, and the motion carried 5-0.

***The Board discussed proposed article 37.*** Article 37 is for the Acquisition of Property at 3 Kendrick Avenue in the sum of \$898,000.

Lowenstein said that the FinCom voted not to recommend the article.

There was no further discussion.

Article 37, Acquisition of Property at 3 Kendrick Avenue, will seek no action tonight.

***The Board discussed proposed article 38.*** Article 38 is for Funding for Medic Training Program in the sum of \$10,000.



**DRAFT**

Lowenstein said that she spoke with Chief Pauley and that he feels that the best use of this money is to use this as a scholarship for an employee to attend Paramedic training is a potential recruitment tool. Lowenstein said the FinCom has not voted on this item.

Chief Pauley said that he hopes to use the funds to assist one or two employees in furthering their medical training.

Houk said he brought this article forward, and he does not like the language. He would like to limit the personnel to be from a town between Provincetown and Eastham. He also suggested the employees work for the town for a certain number of years and they repay the town the funds for the training at some point. Houk asked if it should be for “medic” or “paramedic” training. Chief Pauley said Paramedic. Hoort said all of these would be in the program once it is finalized and presented to the Board.

Houk moved to recommend article 38, Funding for Medic Training Program, and insert it in the Warrant.

Bacon seconded, and the motion carried 5-0.

***The Board discussed proposed article 39.*** Article 39 is for the Disposition of Town Land to Conservation Commission at Map 46, Parcel 19.

Article 39, Disposition of Town Land to Conservation Commission – Map 46, will seek no action tonight.

***The Board discussed proposed article 40.*** Article 40 is for the Disposition of Town Land to Conservation Commission at Map 40, Parcels 81, 170, 171, 176, and 184.

Article 40, Disposition of Town Land to Conservation Commission – Map 40, will seek no action tonight.

***The Board discussed proposed article 41.*** Article 41 is for the Disposition of Town Land to Housing Authority at Map 14, Parcels 112 and 119.

Hoort said he was still awaiting recommendations from the Planning Board. Wilson asked if the Board of Health and Conservation Commission got back to Hoort. Hoort said no.

Bacon moved to insert article 41, Disposition of Town Land to Housing Authority, in the Warrant and reserve recommendations for Town Meeting.

Wilson seconded, and the motion carried 5-0.

***The Board discussed proposed article 42.*** Article 42 is the Disposition of Town Owned Property – Long Term Lease.

**DRAFT**

Gary Sorkin, Housing Partnership, was present. He said Hoort provided a draft article that showed the Town retaining ownership of the land and 4-6 acres would be reserved for the development of community housing. These 4-6 acres would be leased.

Reinhart asked for clarification of the first paragraph, which said that the article would “transfer care, custody, and control of land located at 95 Lawrence Road from the Board or official having care”. Hoort said this paragraph gives control to the Board. Hoort noted that the second paragraph gives the Board the property to issue a lease for no less than 4, but no more than 6 acres.

Bacon asked if there would be a sample map at Town Meeting. Sorkin said yes.

Sorkin mentioned that the Wellfleet Forum will host a session on Monday, March 18, at 7pm at the COA to discuss the proposed development at 95 Lawrence Road.

Bacon asked which committees had already sent forward recommendations. Sorkin said the Planning Board voted to recommend and the FinCom deferred. There was discussion about which other committees should give recommendations.

Wilson asked about subdivision. Sorkin said the lots would not be subdivided.

Powers said the Planning Board would be discussing all four articles at their next meeting.

Carlson said this would be an inspiring project for Wellfleet. She asked if it were possible to get 40 units, would they try to also get a community center. Sorkin said this was premature but the Authority hope to have a visioning effort with community members to make that decision.

Bacon moved to recommend article 42, Disposition of Town Owned Property – Long Term Lease, and insert it in the Warrant.

Wilson seconded, and the motion carried 5-0.

***The Board discussed proposed article 43.*** Hoort withdrew article 43, as it was an error.

Wilson, as an aside, mentioned that revenue received from the room tax will be placed in Free Cash and the Town can decide how to spend the money. Hoort said it could be designated for different uses, but the Town is at least a year away from this.

***The Board discussed proposed articles 44 through 49.*** Articles 44 through 49 are Standard Annual Articles.

Bacon moved to recommend articles 44 through 49, Standard Annual Articles, and insert them in the Warrant.

Wilson seconded, and the motion carried 5-0.

Minutes of the Selectboard meeting of March 4, 2019

**DRAFT**

**RELEASE OF EXECUTIVE SESSION MINUTES**

*January 22, 2019, January 29, 2019, and February 1, 2019.*

Wilson moved to release Executive Session minutes from January 22, 2019, January 29, 2019, and February 1, 2019 as amended.

Reinhart seconded, and the motion carried 5-0.

Houk moved to adjourn.

Wilson seconded, and the motion carried 5-0.

The meeting adjourned at 9:25pm.

Respectfully submitted,

Courtney Butler,  
Secretary

**DRAFT**

**Wellfleet Selectboard Meeting  
Tuesday, March 12, 2019 at 7pm  
Wellfleet Senior Center**

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

**Also Present:** Town Administrator Dan Hoort; Assistant Town Administrator/Town Clerk Joseph Powers, Executive Assistant Courtney Butler; Fire Chief Richard Pauley; Police Chief Ronald Fisette; Shellfish Constable Nancy Civetta

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

**ANNOUNCEMENTS, OPEN SESSION AND PUBLIC COMMENT**

- Reinhart asked for a moment of reflection and silence in memory of the two people who lost their lives in the fire on Lt. Island. Reinhart commended the Fire Department for their efforts and the audience applauded.
- Reinhart thanked the Fire Department and Harbormaster and Assistant Harbor Master for their efforts in assisting a ship that sunk in the harbor earlier this morning. Chief Pauley thanked Reinhart for her words. Pauley tipped his hat to the Assistant Harbor Master for their haste and work ethic in the rescue this morning.
- Bacon reminded viewers of the Elderly Check-in program and encouraged residents to sign up. The Police Department will contact residents to make sure everything is OK.
- Chief Fisette informed viewers that the Citizen's Police Academy was starting on Monday, March 18.
- Fisette also informed the Selectboard that two special officer appointments would be on their March 26 agenda. He may not be able to be present due to a scheduling conflict.
- Audience member Dick Elkin told viewers that the Wellfleet Community Forum would be holding a housing forum on Monday, March 18<sup>th</sup> at the Senior Center at 7pm. Discussion of 95 Lawrence Road would headline the evening.
- Wilson thanked Charles Thibodeau, Lou Schwartz and Jack Neuwirth for their service on the Recycling, Cultural Council and Bike and Walkways Committees respectively.
- Constable Civetta thanked all of those involved in the rescue of the two boaters earlier in the week that brought the two men to safety and back to their families.
- Civetta also announced that both she and Assistant Shellfish Constable John Mankevetch attended the Constable training this past week where both passed the exam.

**PUBLIC HEARINGS**

*Request to Close the well from April 22<sup>nd</sup> to May 5<sup>th</sup>*  
The request was withdrawn.

**DRAFT**

***Shellfish Grant Renewal – Bradley Kaplan***

*Application received January 22, 2019 from Bradley Kaplan to renew shellfish grant licenses #2002-01 and #2002-01 ext. for a ten-year period.*

Civetta and Kaplan presented Kaplan's application for renewal. Civetta said she met with Kaplan and he has a great plan including the purchase of seed. Bacon asked Kaplan how long he had the grant. Kaplan said since 2002.

Wilson moved to approve the renewal of shellfish grant licenses #2002-01 and #2002+01 ext. for a ten-year period.

Bacon seconded, and the motion carried 5-0.

***One Day Beer and Wine License***

*Application received January 22, 2019 from Mass Audubon for a one-day beer and wine license at the Wellfleet Bay Wildlife Sanctuary on July 18, 2019 from 6:00 to 10:00pm.*

Sheila Hoogeboom, Mass Audubon, presented the application. She said this is the 10<sup>th</sup> Anniversary of Wild, Wild, Wellfleet fundraiser. It will celebrate Wellfleet Bay turning 60 years old and proceeds help fund education programs for 2100 students on the Lower and Outer cape.

Reinhart and Wilson reminded Hoogeboom to obtain a tent permit, as recommended by the Building Inspector.

Carlson moved to approve a one-day beer and wine license for Mass Audubon at the Wellfleet Bay Wildlife Sanctuary on July 18, 2019 from 6:00 to 10:00pm.

Bacon seconded, and the motion carried 5-0.

**LEGAL DISCUSSION**

***Opioid Lawsuit***

Carolyn Murray from KP Law presented the lawsuit against the opioid industry that many other towns have joined. Murray said KP Law was approached by the conglomerate of firms a year and a half ago. The civil suit is against those legally responsible for the wrongful distribution of prescription opiates and damages caused thereby.

Murray said that if the Town joined, a suit would be filed on behalf of the Town of Wellfleet that the Town would control. She said this would be one of 600 cases nationwide. Murray said the opioid industry has attempted to file a motion to dismiss, which was denied. She mentioned the Attorney General's lawsuit and said that any damages collected go to the State and the funds may or may not go to towns. If Wellfleet filed a lawsuit, any damages would come to the Town.

Murray said there is no cost and is done on a contingency basis. She said if there is a settlement proposal, the Board would decide where to go with it. Murray said if the Town were to get involved and there was a settlement, only then would KP Law take a portion of those funds.

**DRAFT**

Murray said there has been a recent development where manufacturers such as Walgreens and CVS are named directly. She said this comes after evidence has shown that the truth about opioid addiction was covered up and FDA policies were not always adhered to. She also noted there are about 10 other Towns on the Cape, plus Nantucket, that are involved in the lawsuit.

Reinhart said she fully supports this and that it sends a good message. Carlson agreed and said that we all understand the epidemic serious. Carlson asked Murray if this would affect someone who needed to obtain a prescription for pain that they need. Murray said she didn't know at this point if there was any impact on prescribing individuals medicine for pain. She said the purpose of the litigation was not to take all prescription pain medicine off the market but to regulate them better.

Wilson said she was grateful for KP Law taking this on. She asked if the Town would be billed if they lost the suit, Murray said no. Wilson read a line from the first paragraph of the contract that states that Town agrees to join the lawsuit "to pursue all civil remedies against those in the chain of distribution of prescription opiates responsible for the opioid epidemic which is plaguing the Town" Wilson said this was true, that the epidemic plaguing the Town and region, but is a general statement.. Wilson asked if the suit was going after distributors, rather than manufactures. Murray said yes. Wilson asked Murray's thoughts on the contract and Murray said she felt it was broad enough to cover the issues the complaints are pointed at and that adding the language about manufacturers could be possible.

Bacon thanked Murray for her direction and said she hoped the Town and the Board would join this lawsuit for the citizens and to stand in solidarity with other Cape towns. Wilson asked if damage would need to be proved through data. Murray said 60-90 days after filing, the Town will receive a Plaintiff's Fact Sheet to input budget, ambulance service, personnel training, and other data.

Murray said because this is a multidistrict litigation, that the vast majority of cases will not go to trial but probably only 2 cases would. Murray said possible damages that could be received could be monetary or materialistic. She said some Towns have mentioned asking for inpatient facilities or a 20-year supply of Narcan rather than money. She said it was unlikely that Wellfleet would go to trial, but it could.

Bacon moved that the Town of Wellfleet retain the law firm LEVIN, PAPANTONIO, THOMAS, MITCHEL, RAFFERTY & PROCTOR, PA on a contingent fee basis, to pursue all civil remedies against those in the chain of distribution of prescription opiates responsible for the opioid epidemic which is plaguing the Town including, but not limited to, filing a claim for public nuisance to abate, enjoin, recover and prevent the damages caused thereby.

Carlson seconded, and the motion carried 5-0.

**APPOINTMENTS/REAPPOINTMENTS**

***Planning Board, Personnel Board, or Conservation Commission***

William Warren presented his reasons for wanting to be on a town committee.

**DRAFT**

Warren was not present, and the appointment was postponed.

***Dredging Task Force***

Alfred Pickard was not present, but Reinhart said she would take the motion.

Wilson moved to appoint Alfred Pickard to the Dredging Task Force, as a regular member, for a term to expire June 30, 2021.

Houk seconded, and the motion carried 5-0.

***Planning Board***

Bonnie Shepard presented her reasons for wanting to join the Planning Board.

Wilson asked Shepard if she had familiarized herself with any materials or attended a meeting. Shepard said that she had reviewed past minutes and other materials on the Committee's webpage.

Carlson moved to appoint Bonnie Shepard to the Planning Board for a term to expire June 30, 2022. Bacon seconded, and the motion carried 5-0.

***Energy Committee***

John Cumbler presented his reasons for wanting to be on the Energy Committee.

Wilson said this would be an appointment for an alternate member. Cumbler said he understood that he would not be able to vote.

Audience member Dick Elkin said that as the Chair of the Energy Committee he thought Cumbler would be an excellent addition.

Wilson moved to appoint John Cumbler as an alternate member of the Energy Committee for a term to expire June 30, 2022.

Carlson seconded, and the motion carried 5-0.

***Cape Cod and Islands Water Protection Fund Board***

Reinhart said she would like to nominate Carlson. She read about the Fund, which was signed into law in 2018 and is funded through a percentage of funds from the short-term rental bill.

Wilson thanked Carlson and clarified that she'd be getting funds to bring back to Town. Carlson agreed.

Audience member Jude Ahearn asked what the role of the Board is. Reinhart said each Town represented by the Cape Cod Commission will have representation on the Board. It will ensure that money from the Fund is spent only for the purposes defined in the Act. Hoort said the Act was passed through legislation and the Board that Carlson is being nominated for decides how the Fund will allocate that money. He read from the Memo "Chapter 337 stipulates that the management board duties include 1) determining the method for subsidy allocation, including but not limited to, an equitable distribution among participating municipalities; and 2) ensuring that money from the Water

**DRAFT**

Protection Fund is spent only for purposes identified in the Act.” Hoort said the Board, once formed, will have to decide how to achieve that.

Reinhart said each Town will be represented individually and will each get their own due. Ahern said they make decisions about spending the rental tax income money as well as grants. Reinhart said no, they just manage the rental tax income. Ahern asked if we knew how much income that was and noted that Curt Felix said it would be between \$500,000-\$1 million. Reinhart said she heard between \$6 and \$8 million. Ahern said we shouldn't generalize.

There was discussion about the board and processes. Audience member Curt Felix said he obtained his estimate that the Airbnb tax would generate \$500,000 to \$1 million for the Town annually was from the Cape Cod Commission.

Wilson noted this would be 1-town, 1-vote, rather than a weighted vote. Hoort said nothing in the legislation noted a weighted vote system, so yes, this is 1 vote-1 town. Bacon said she did read the information provided and that she believes Carlson will represent the Town well. She also said Carlson will have some administrative duties on the board. Houk agreed.

There was further discussion about the board.

Audience member Southie XX asked if the money would be spent for clean water. Reinhart said that was its purpose – water quality.

Bacon moved to appoint Justina Carlson to the Cape Cod and Islands Water Protection Fund Board. Wilson seconded, and the motion carried 4-0-1, with Carlson abstaining.

**USE OF TOWN PROPERTY**

***Uncle Tim's Bridge on April 28, 2019***

Sheryl Jaffee from the Wellfleet Historical Society presented the Society's request for use of Uncle Tim's Bridge on April 28, 2019 from 6 to 8pm. Jaffee is the Museum Coordinator for the Society.

The Society will have a participatory event on the 28<sup>th</sup>, starting at 6pm, to fold paper lanterns and learn about the history of Uncle Tim's Bridge. It will be the 175<sup>th</sup> anniversary of the bridge. The lanterns will have battery-operated lights in them and they will be carried from the Society to the bridge and line the bridge. Participants will be able to take the lanterns home with them after.

Bacon asked if it could be video recorded. Jaffee said she would look into it. Bacon asked about parking and suggested the lot by the Masonic Lodge. Jaffee said participants could park at Town Hall and walk to the Society and then everyone will walk to the bridge together. Bacon suggested reaching out to the Churches in Town for parking.

Wilson asked about the fee that should be charged by the Town. Hoort noted it is usually \$100. Bacon said she would like to waive the \$100 fee since they already paid \$50 to file their application.



**DRAFT**

Wilson moved to approve the use of Uncle Tim's Bridge by the Wellfleet Historical Society on April 28, 2019 from 6 to 8 pm subject to the conditions, if any, as listed on the application form. No fee will be charged.

Bacon seconded, and the motion carried 5-0.

**BUSINESS**

***Opening and Closing of Herring River to Shellfishing***

Civetta said water quality testing is done around this time. She suggested opening the Herring River next Tuesday, March 19 at sunrise and close it at sunset on August 31, conditional upon a healthy water quality result. She said she and the Board would receive this as soon as it is ready.

Wilson moved to declare the Herring River Area open to the harvest of shellfish by commercial permit holders, as per section 6.4.3 of the Wellfleet Shellfish Regulations, from sunrise on March 19<sup>th</sup> to sunset on August 31<sup>st</sup> conditional upon receiving a good water test from the DMF.

Bacon seconded, and the motion carried 5-0.

***Cape Cod Commission Extension Agreement***

Hoort said this is the 4<sup>th</sup> Extension of the public hearing period, and the Town has done this before. Bacon asked Wilson where the permitting process was. Wilson said she, Reinhart, and Hoort were at the Commission's preliminary scoping process. She said this was essentially a checklist of what the Town needs to do to obtain a permit. She commended Hoort's presentation at this meeting.

Hoort said he would like to take credit, but Friends of Herring River wrote and provided the highlight points. He thanked them. Wilson said there was a hearing soon.

Bacon moved to approve the 4<sup>th</sup> Extension Agreement of the DRI Public Hearing Period and authorize the Chair to sign the extension agreement.

Carlson seconded, and the motion carried 5-0.

***Celebration of May as Herring River Month***

David Koonce from Friends of Herring River presented the organization's proposal to celebrate the month of May as "Herring River Month". He said the River is an environmental treasure with great historic importance to the town. As part of their outreach and education mission, and to celebrate the Herring River, they have planned two lectures at the Wellfleet Public Library at 6:30 PM, plus a kayaking trip.

Other events include:

- "From River to Table in the 1800s: Food and Recipes from the Herring River" co-sponsored with the Wellfleet Historical Society on May 8.
- "From the Upper Reaches of Herring Pond to Rt. 6: An armchair video and photographic tour of the Herring River" presented by Dr. Ethan Estey, Wellfleet Herring Warden on May 22.
- "Mouth of the Herring River Kayak Trip" co-sponsored with Audubon's Wellfleet Bay Wildlife Sanctuary. On Saturday, June 1, Kayakers will look at the existing dike from the harbor side, learn about turtle habitat in the dunes there, and venture out toward Egg Island for further discussion of the river's mouth.

**DRAFT**

Carlson said this sounds wonderful.

Carlson moved to proclaim May as “Celebrate Herring River” month. Bacon seconded, and the motion carried 5-0.

***Discussion of Meeting Start Time***

Reinhart said some members thought it was too late to start at 7pm this time of year. She suggested to continue having a 6pm meeting time until May 1.

Wilson said the public needs to understand and be used to the schedule as well which is why the Board chose to change the meeting time in accordance with Daylight Savings Time (DST). Bacon agreed that the Board decided to follow DST for a reason. Both Bacon and Wilson noted personal reasons for wanting the meeting to start later during DST.

Reinhart noted it might be easier for Town staff and guests to get to the meetings earlier. Bacon disagreed. Houk suggested waiting for the new member to join and see what they would like to do. Carlson noted that meetings can run late as it is, without starting an hour later. She said she could attend either way.

There was discussion of starting at 6pm versus 7pm. Wilson noted the schedule cannot be switched all the time.

Reinhart asked who wanted to keep the meeting at 6, and she and Carlson raised their hands. Bacon and Wilson raised their hands for 7 and Houk didn't respond. Reinhart said the meetings would stay as is.

Carlson moved to keep the meeting time at 6pm until May 1<sup>st</sup>. Houk seconded, and the motion carried 5-0.

***2019 April Annual Town Meeting Warrant articles***

Hoort said these are the articles not acted upon yet, as well as petitioned articles.

***Article 3: FY20 Capital Budget***

Hoort said this was inserted into the Warrant but was not recommended. Wilson asked if the Shellfish Revolving Fund came from the Shellfish Department. Hoort said any receipts received by the Department would go into the fund.

Bacon asked why this wasn't recommended at their March 4 meeting. Hoort said he did not have all the information at that time that he wanted the Board to see before making their recommendation.

Wilson asked about the Septic Fund. She said she thought it was to help people with their septic systems. Hoort said this provided loans and that those loans are currently being repaid. He said the funds can only be used if appropriated by Town Meeting.

Bacon moved to recommend article 3, FY 20 Capital Budget, as printed in the draft Warrant.

**DRAFT**

Carlson seconded, and the motion carried 5-0.

***Current Article 11: Additional Fire Department Staff funded by Ambulance Fund***

Reinhart noted that Chief Pauley spoke of this at the March 4<sup>th</sup> meeting. Hoort said it was originally one article and is now being broken down into two.

Carlson moved to recommend current article 11, additional Fire Department staff to be funded through the Ambulance Fund in the amount of \$79,000 and insert the article into the Warrant. Bacon seconded, and the motion carried 5-0.

***Current Article 12: Additional Fire Department Staff funded by Proposition 2 ½ Override.***

Bacon moved to recommend current article 12, additional Fire Department staff to be funded through a Proposition 2 ½ override in the amount of \$79,000 and insert the article into the Warrant.

***Current Article 13: Chapter 90 Funds***

Hoort said this is a standard article and now they have the actual amount.

Bacon moved to recommend current article 13, FY 20 Chapter 90 Funds, in the amount of \$243,219, as printed in the draft Warrant.

Wilson seconded, and the motion carried 5-0.

***Current Article 19: Bandstand Awning***

Hoort said the awning was donated in honor of someone by their family. He said the FinCom asked if the family would mind waiting a year for the installation. He said no motion is necessary and that in the interim, the Town will speak to the family and Community Preservation.

The Recreation Director has determined that this article may be delayed a year. During the course of the upcoming year the Department will attempt to seek alternate funding for the replacement.

No vote is required. The Board has not previously inserted the article into the warrant.

***Current Article 26: LCCATV Funds***

Lower Cape Community Access Television. Hoort said this was recommended originally with a different amount.

Reinhart moved to reconsider the Board of Selectmen's vote to recommend current article 26 into the Warrant.

Carlson seconded, and the motion carried 5-0.

Bacon moved to recommend current article 26, the transfer of funds from the Cable Access Receipts Fund in the amount of \$180,269.

Carlson seconded, and the motion carried 5-0.

***Current Article 34***

Bacon moved to recommend current article 34, the creation of a Shellfish Revolving Fund, and insert the article into the Warrant.

**DRAFT**

Carlson seconded, and the motion carried 5-0.

Wilson discussed Article 35, Water Resources Director. She said she was attending a meeting with Alex Hay and Hilary Greenburg-Lemos to draft the language for the Article. Carlson asked when the meeting was and if she could attend. Wilson said it would be on Thursday, March 14 and that yes, Carlson could attend.

Bacon asked when the Warrant would be going to print. Hoort said the Warrant will be finalized on March 26 and will go to print on March 27.

***Current Articles 39 and 40***

Hoort said this was not voted on previously because they were waiting for a Planning Board recommendation.

Bacon moved to recommend current articles 39 and 40, the Disposition of Town Owned Land to the Wellfleet Conservation Commission and insert the articles into the Warrant. Carlson seconded, and the motion carried 5-0.

***Current Article 41***

Local Housing Authority and Local Housing Partnership have recommended removing Parcel 119 from this Article. Bacon said this came at her suggestion since the Board has not received a recommendation from the Conservation Commission. She said it could be added next year if they receive that recommendation.

Bacon moved to reconsider the Board of Selectmen's vote to insert current article 41 into the Warrant.

Houk seconded, and the motion carried 5-0.

Bacon moved to recommend current article 41, the Disposition of Town Owned Land, Map 14, Parcel 112, to the Wellfleet Housing Authority and insert the article into the Warrant. Wilson seconded, and the motion carried 5-0.

***Request from Recycling Committee***

Hoort said the Recycling Committee requested this be added to the Warrant. Wilson noted a loophole that allowed balloons on private land and said that was fixed by the Bylaw Review Committee.

Bacon moved to accept the request of the Recycling Committee and recommend the Wellfleet Balloon Reduction Bylaw, as amended by the Bylaw Committee, and insert the article into the Warrant.

Wilson seconded, and the motion carried 5-0.

Reinhart said that at some point there will need to be a Town-wide discussion about plastic.

***Petitioned Article A***

No one was present to advocate for the Article.

**DRAFT**

Petitioned Article A is “To see if the Town will vote to direct the Board of Selectmen to place the following question on the next election ballot: “Shall the Town of Wellfleet, Massachusetts petition the General Court of the Commonwealth of Massachusetts, and the Congress of the United States, for greater local control to mitigate the growing Cape Cod seal overpopulation problem, as well as the expanding and menacing Great White Shark problem?”

Wilson asked about “mitigation”. Bacon said it meant to cull. Wilson said this was illegal. Reinhart said yes, and she thought this was to petition Congress to change laws with regard to culling. Powers said this is open for interpretation, but he cannot interpret it. He said that if the intent was to put a ballot question on a local election, the question would not appear until the Annual Election in 2020 and would be considered a nonbinding advisory question.

Bacon asked why it would have to wait until 2020. Powers said that the deadline for questions on this year’s ballot has passed. Bacon said that as she understood, from scientists, that if the seal population was culled that another 50,000 seals would travel here from the Sable Islands.

There was discussion about seals and the seal population.

Powers said that because these are petitioned articles, they will be inserted. Hoort said the Board just needs to vote to recommend them or not.

Wilson moved to not recommend the petitioned article A regarding local control of seal and shark populations.

Bacon seconded, and the motion carried 5-0.

***Petitioned Article B***

Petitioned Article B is “To see if the Town will vote to request that the Board of Selectmen, the Conservation Commission, and the Planning Board consider alternate routes for the Bike Trail Extension and to ask the appropriate agencies of the Commonwealth to halt any planning or construction beyond Old County Road until those deliberations have occurred.”

Reinhart said she would move not to recommend. Wilson said the State should be looking at alternate routes. Carlson agreed.

Bacon moved to not recommend the petitioned article B regarding the Bike Trail Extension. Carlson seconded, and the motion carried 5-0.

Reinhart suggested to viewers, who petition articles, to be present at Selectboard meetings to explain and defend their articles.

***Petitioned Article C***

Petitioned Article C is “To see if the Wellfleet Selectboard will change the name of the Wellfleet Energy Committee to the Wellfleet Energy and Climate Change Committee, increase the committee membership to seven (7) members and two (2) alternates, and modify its charge.”

**DRAFT**

Bacon asked Elkin why the Committee submitted an article, rather than just come to the Selectboard. Elkin said timing was the problem, that the Committee wanted to meet in time to meet the petitioned article deadline.

Bacon said she thought this would tax the residents who attend Town Meeting by having this article. Wilson reminded Elkin that the Selectboard is the appointing authority and they are supportive of the change. She noted that the Board asked him to present a charge and they would approve it. Elkin asked to withdraw the article. Powers said it cannot be withdrawn but can be indefinitely postponed.

Bacon moved to recommend the indefinite postponement of article C from the Energy Committee. Wilson seconded, and the motion carried 5-0.

***Petitioned Article D***

Petitioned Article D is “To see if the Town will vote to recommend the adoption of a Municipal Plastic Bottle ban policy.”

Bacon said this article is from the Recycling Committee to plan plastic beverage containers. She said it may take time to implement this, but it will be very well supported at Town Meeting.

Carlson asked the Committee if they had talked to the Marketplace and other stores that might be impacted. Audience member Lydia Vivante, with the Committee, said that it is for municipal procurement and not business.

Bacon moved to recommend the petitioned article D regarding a Municipal Plastic Bottle Reduction policy.

Wilson seconded, and the motion carried 5-0.

Powers discussed the Citizens Petition process with the Board. He recommended citizens reach out to the Board or any board to seek support prior to submission. Wilson asked where policies go after they are approved, in reference to article D. She said the Selectboard could adopt it as its own policy. Audience member Christine Shreves, Recycling Committee, said they approached Powers about approving this as a Selectboard policy.

Bacon asked if this was binding, should it pass at Town Meeting. Powers said that the process to make this a policy could begin now. Wilson said this is a great suggestion and asked the Committee to come to the Board first. Vivante said they felt support from Town Meeting was going to make a difference. Carlson said it was good for the community to rally and make up their own minds. Wilson said she would like to initiate the first step in the policy process at their next meeting. Bacon said this is a feel-good article and that residents will be thrilled the Selectboard is supporting it.

***Order of Articles***

Hourt noted that nothing had changed, except for moving Chapter 90 Funds being moved to before the Fire Department articles.

Houk asked that article 37, Paramedic Training, be moved to follow the other Fire Department articles.

**DRAFT**

Bacon asked about Article 36, 3 Kendrick Avenue. Hoort said that he would hold an Executive Session prior to their next meeting to discuss it. Ahern asked Hoort if they could discuss it tonight. She said she heard at the Shellfish Advisory Board that employees had been directed to pursue the idea. Hoort said that in the past 10 days he met with the owners of the property. Ahern said the public has not heard anything about this and that she heard Hoort directed Town employees. Hoort said he asked employees to come up with ideas for use of the property. Ahern said she didn't understand why time was being wasted. Reinhart said there has been no action so no time has been wasted.

Wilson said she appreciated Ahern's love for transparency and that the Board diligent in releasing minutes as soon as an issue is over. Reinhart said this was on last year's Special Town Meeting Warrant and nothing new has come up since then and there have been no negotiations. Ahern further questioned the Board and the process. Hoort said that this conversation would be appropriate for Town Meeting.

Houk moved to insert the Current Article 37, Paramedic Training Program, be placed after the CIP-Fire Ladder Truck as the new article 15.

Bacon seconded, and the motion carried 5-0.

***Discussion of Disposition of Room Occupancy Tax Receipts***

Hoort said four entities made recommendations as to how the Town should use the funds from the tax. He said he asked why outside entities would tell the Town how to use the funds, but the Town does not know how to use the funds and the input is valuable. He said this money would become Free Cash and, in a year, we will know exactly how much money should be received. Once this information is received the Town will be able to make a better, well-informed decision.

Bacon said the Bylaw proposed by the entities was a good Bylaw. She noted that Hoort responded that Wellfleet may spend the money differently than other Towns, and she agreed. Hoort noted his and the Board's passion for Housing and said that it and dredging as the Town's two biggest issues.

Wilson discussed Wastewater and using funds for that. Hoort noted that the Cape Cod and Islands Water Protection Fund is dedicated to that.

Felix said the money coming from the Airbnb tax is annual unencumbered revenue for the Town and suggested using this for Wastewater. He said the Fund, 2.75% tax revenue, must be applied for as a grant, or can be borrowed, to be used for capital investments and non-operating expenses.

***Habitat for Humanity Fee Waiver***

There was no discussion.

Wilson moved to waive the fees related to the Health and Fire Departments for Habitat for Humanity on their 2082 State Highway project.

Carlson seconded, and the motion carried 5-0.

**TOWN ADMINISTRATOR'S REPORT**

This report is for the period February 23, 2019 through March 8, 2019.

**DRAFT**

1. General
  - Draft ATM warrant has been posted on Town's web site.
2. Fiscal Matters
  - Nauset School Budget will be presented during March 26<sup>th</sup> meeting
3. Meetings
  - February 26 – Meeting with resident regarding AADU program
  - February 26 – Read at WES program
  - February 26 – Select board meeting
  - February 27 – Meeting in Boston with Outer Cape Town Managers/Administrators and legislative delegation to discuss shark issues.
  - February 28 – Housing Chair Gary Sorokin
  - March 4 – Select board meeting
  - March 6 - Finance Committee meeting
  - March 7 – Herring River presentation to Cape Cod Commission regarding DRI Scope in Hyannis
4. Complaints.
  - none.
5. Miscellaneous.
  - none
6. Personnel Matters:
  - Open position: DPW Facilities Manager
  - Soon to be open position: Town Accountant

Hoort noted the Nauset Regional School District presentation at the March 26<sup>th</sup> meeting. Hoort also noted the February 27<sup>th</sup> meeting in Boston of Outer Cape Town Managers/Administrators with legislative delegation to discuss shark issues. He said everyone was there to hear the issues towns are facing and to provide help. Hoort noted the lack of reliable phone service at the beaches and the possibility of fiber optic. The fiber optic would also help residents in the area. He said the meeting was productive and Lt. Governor Polito said she would like to come out in May to meet again.

Bacon asked if this could be added to the website to inform community members of the Town's efforts on this issue. Hoort said he is compiling all of the efforts to place on the website and as an information flyer. He agreed the word needs to get out to the community. Bacon said fiber optics was mentioned in the Vulnerability Preparedness meeting she attended earlier.

Carlson mentioned the use of social media by the Town as a means of communication.

**TOPICS FOR FUTURE CONCERN**

- Wilson stated that Wellfleet needs a representative on the Barnstable County H.O.M.E. organization.
- Wilson stated the Town needs to send a letter to Eversource regarding pesticide spraying.
- Houk would like the Board to discuss the need for a Town Planner.
- Reinhart would like the Board to re-visit remote participation.
- Reinhart would like the Board and staff to look into ways to reduce paper use.
- Reinhart requested that the Correspondence Report be included in the Select board's packet.



**DRAFT**

- Reinhart requested that an ongoing agenda item “Selectboard Reports” be included in all agendas going forward.

**CORRESPONDENCE AND VACANCY REPORT**

**Bike and Walkways Committee (5 Members)**

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

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

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

**Cable Advisory Committee (5 members)**

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

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

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

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

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

**Conservation Commission (7 Members)**

|                                                        |                      |                |
|--------------------------------------------------------|----------------------|----------------|
| Vacant Positions                                       | Appointing Authority | Length of Term |
| 1 Position                                             | Board of Selectmen   | 3 years        |
| Requesting Appointment: <b>One application on file</b> |                      |                |

**Dredging Task Force: (5 members, 2 alternates)**

|                                                        |                      |                |
|--------------------------------------------------------|----------------------|----------------|
| Vacant Positions                                       | Appointing Authority | Length of Term |
| 2 Positions                                            | Board of Selectmen   | 3 years        |
| Requesting Appointment: <b>One Application on file</b> |                      |                |

**Energy Committee (11 members total)**

|                                                        |                      |                |
|--------------------------------------------------------|----------------------|----------------|
| Vacant Positions                                       | Appointing Authority | Length of Term |
| 1 Alternate Position                                   | Board of Selectmen   | 3 years        |
| Requesting Appointment: <b>One application on file</b> |                      |                |
| 1 BOS Rep                                              |                      | BOS Term       |

**DRAFT**

**Finance Committee** (9 members, 2 alternates)

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

Requesting Appointment: No applications on file

**Herring Warden** (1 Warden, 1 Assistant Warden)

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

Requesting Appointment: No applications on file

**Historical Commission** (7 members)

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

Requesting Appointment: No applications on file

**Human Rights Commission** (1 Representative)

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

Requesting Appointment: No applications on file

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

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

Requesting Appointment: No applications on file

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

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

Requesting Appointment: No applications on file

**Open Space Committee** (7 Members)

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

Requesting Appointment: No applications on file

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

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

Requesting Appointment: **One application on file**

**Planning Board** (7 members)

|                  |                      |                          |
|------------------|----------------------|--------------------------|
| Vacant Positions | Appointing Authority | Length of Term           |
| 2 Positions      | Board of Selectmen   | 1 @ 5 years, 1 @ 4 years |

to complete term

Requesting Appointment: **Two applications on file**

**DRAFT**

**Recycling Committee (7 members)**

Vacant Positions

Appointing Authority

Length of Term

1 Position

Board of Selectmen

1 year to complete term

Requesting Appointment: No applications on file

**MINUTES**

*February 12, 2019*

Wilson moved to approve the minutes of February 12<sup>th</sup>, 2019 as amended.  
Reinhart seconded, and the motion carried 4-0. Houk was absent for the vote.

*February 26, 2019*

Wilson moved to approve the minutes of February 26<sup>th</sup>, 2019 as amended.  
Bacon seconded, and the motion carried 4-0. Houk was absent for the vote.

**ADJOURNMENT**

Bacon moved to adjourn.

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

Respectfully submitted,

Courtney Butler,  
Secretary

**Public Records Material of 3/12/19**

1. Shellfish Grant Renewal Application for grants #2002-01 and #2002-01 ext.
2. One Day Beer and Wine License for MA Audubon on July 18, 2019
3. Engagement to Represent – Town of Wellfleet, MA Civil Suit Against Those Legally Responsible for the Wrongful Distribution of Prescription Opiates and Damages Caused Thereby
4. Appointment Papers for William Warren, Bonnie Shepard, Alfred Pickard, and John Cumbler
5. Cape Cod Commission information about the Cape Cod and Islands water Protection Fund Board
6. Use of Town Owned Property Application – Wellfleet Historical Society
7. 2019 Draft Annual Town Meeting Warrant articles as of March 6, 2019
8. Letter from Future Cape Cod Coalition regarding rental tax revenue
9. Town Administrator's Report
10. Correspondence and Vacancy Report