



Wellfleet Selectboard

Note: Start Time of 6pm

The Wellfleet Selectboard will hold a public meeting on **Tuesday, April 9, 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. Appointments/Reappointments

- A. Cultural Council – Al Mueller
- B. Bike and Walkways Committee – Tracey Barry Hunt
- C. Zoning Board of Appeals – Janet Morrisey

III. Use of Town Property

- A. Baker's Field – May 25, 2019 [Wellfleet PTA]
- B. Town Pier – July 31, 2019 [Independence House]

IV. Business

- A. Marijuana Host Community Agreement, Change of Address [Nature's Alternative]
- B. Marijuana Host Community Agreement [Jason Robicheau, The Grateful Mind]
- C. Possible acceptance of van donated to Recreation Department [Becky Rosenberg]
- D. Recycling Committee's Zero Waste Policy [Recycling Committee]
- E. Request by Energy Committee for Revised Charge [Dick Elkin]
- F. Create Gift Fund for Town purchase of HDYLTA Trust land [TA]
- G. Approve Eversource Petition for Conduit on Old Kings Highway
- H. Approval of contract for restroom cleaning [TA]
- I. Approval of contract for VADAR accounting software [TA]
- J. Approval of contract for portable restrooms [TA]

V. Selectboard Reports

VI. Town Administrator's Report

VII. Topics for Future Discussion

VIII. Correspondence and Vacancy Report

IX. 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

X. Adjournment and Move into Executive Session

- A. **Executive session** – pursuant to M.G.L.c. 30A, s21(a)
 - (2) To conduct strategy sessions in preparation for negotiations with non-union personnel or to conduct collective bargaining sessions or contract negotiations with non-union personnel.
 - a. Police Chief
 - b. Police Lt.

- c. Fire Chief
- d. DPW Director
- (3) To discuss strategy with respect to collective bargaining or litigation if an open meeting may have a detrimental effect on the bargaining or litigating position of the public body and the chair so declares.
 - a. Wellfleet Firefighters Union
 - b. Wellfleet Communications Union
 - c. Wellfleet Teamsters Union
- (6) To consider the purchase, exchange, lease or value of real estate, the chair declares than an open meeting may have a detrimental effect on the negotiating position of the public body.
 - a. Assessor's Map 17, parcel 34 Property owned by HDYLTA Trust



BOARD OF SELECTMEN

AGENDA ACTION REQUEST
Meeting Date: April 9, 2019

II

APPOINTMENTS/REAPPOINTMENTS – A

REQUESTED BY:	Principal Clerk
DESIRED ACTION:	Appointment of Al Mueller to the Cultural Council
PROPOSED MOTION:	I move to appoint Al Mueller to the Cultural Council for a three-year term to expire June 30, 2022.
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 AL MUELLER Date 29 Jan 2019
Mailing Address P.O. Box 1754
WELLFLEET, MA 02667
Phone (Home) 508 214-0662 Phone (Business) _____
e-mail: apmuel@yahoo.com

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

U.S. GOVT (FOREIGN SERVICE) - 32 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.: _____

M.A., Fulbright Scholarship

Committees/Boards of Interest: 1) Cultural Council

2) _____

3) _____



BOARD OF SELECTMEN

AGENDA ACTION REQUEST
Meeting Date: April 9, 2019

II

APPOINTMENTS/REAPPOINTMENTS – B

REQUESTED BY:	Principal Clerk
DESIRED ACTION:	Appointment of Tracey Barry Hunt to Bike and Walkways Committee
PROPOSED MOTION:	I move to appoint Tracey Barry Hunt to the Bike and Walkways Committee for a three-year term to expire June 30, 2022.
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____



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

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FILL OUT THE FORM BELOW and mail it to:

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

Name TRACEY BARRY HUNT Date 4/4/19

Mailing Address PO Box 794 WELLFLEET, MA 02667
70 PERCH POND WAY

Phone (Home) 508-349-2167 (cell) 774-722-7311

E-mail winslowstavern@mac.com

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

I AM CURRENTLY ON THE BOARD OF THE FRIENDS
OF THE WELLFLEET LIBRARY - 3 YEARS.
I SERVED 6 YEARS ON THE RECYCLING COMMITTEE.

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

APR - 4 2019

Committees/Boards of Interest: 1) BIKE COMMITTEE
2) _____
3) _____



BOARD OF SELECTMEN

AGENDA ACTION REQUEST
Meeting Date: April 9, 2019

II

APPOINTMENTS/REAPPOINTMENTS – C

REQUESTED BY:	Principal Clerk
DESIRED ACTION:	Appointment of Janet Morrisey to the Zoning Board of Appeals
PROPOSED MOTION:	I move to appoint Janet Morrisey to the Zoning Board of Appeals for a two-year term to expire June 30, 2021.
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____



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

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

Name Janet Morrissey Date April 3, 2019

Mailing Address P.O. Box 1816
Wellfleet, MA 02667

Phone (Home) 508-349-0950 (cell) 914-806-0094

E-mail jvmorris47@gmail.com

Please describe briefly any work experience, including volunteer service, that you feel would be useful to the Town: planning board 5 ½ years (2 years as vice chair)

planning board liaison to local comprehensive plan update committee

cultural council (2 years)

Prior to retirement I worked in public relations, advertising, and publishing; skill sets include editing and project management.

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

college graduate

Committees/Boards of Interest: 1) ZONING BOARD OF APPEALS
2) _____
3) _____

APR - 3 2019



BOARD OF SELECTMEN

AGENDA ACTION REQUEST
Meeting Date: April 9, 2019

III

USE OF TOWN PROPERTY – A

REQUESTED BY:	Principal Clerk
DESIRED ACTION:	Approval of the use of Baker's Field by the Wellfleet PTA on May 25, 2019.
PROPOSED MOTION:	I move to approve the use of Baker's Field by the Wellfleet PTA on May 25, 2019 with a rain date of May 26th from 7 am to 4 pm subject to the conditions, if any, as listed on the application form for a fee of \$_____.
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____

APPLICATION FOR PERMIT TO USE TOWN OWNED PROPERTY

TOWN OF WELLFLEET
300 MAIN STREET
WELLFLEET, MA 02667

Applicant Charity Robinson Affiliation or Group Wellfleet PTA
Telephone Number 508-214-0483 Mailing Address PO Box 100 Lawrence F
413-230-9314 Wellfleet, MA 02667
Email address Charityanne75@aol.com
Town Property to be used (include specific area) Bakers Field

Date(s) and hours of use: May 25, 2019 7am - 4:00 pm
Rain date May 26th

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

WES Fest - 10th Annual PTA Fundraiser
Equipment: Carnival Rides and music - same company we have always used: North American Amusements, a few E-2 up Shelters, Food: Ice Cream Truck, Coffee Truck, Hot dogs, Linguica Dogs, Pizza, Soda, Water, juice,

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

Dpw to mark sprinkler heads on field

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

Action by the Board of Selectmen:

Approved as submitted

Approved with the following condition(s):

Disapproved for following reason(s):


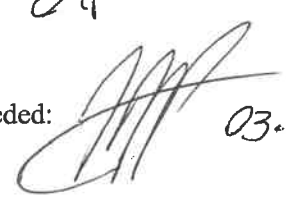
Date:



Processing Fee: \$50.00


Fee: \$110.00

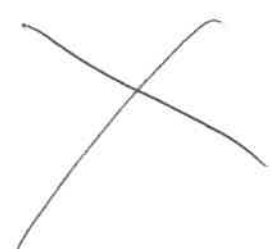
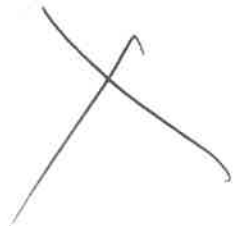
(over)

APPLICANT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSPECTIONS

Health/Conservation Agent: 3/15/19  Comments/Conditions: TEMPORARY FOOD PERMITS NEEDED Permits/Inspections needed:	Inspector of Buildings: Comments/Conditions: OK Permits/Inspections needed:  03-14-19
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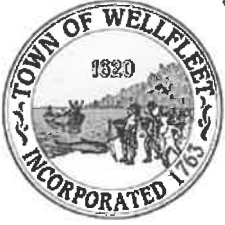
Police Department: Comments/Conditions:  3/8/19	Fire Department: Comments/Conditions:  3/8/2019
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DPW:  3/20/19 Comments/Conditions	Community Services Director: Comments/Conditions: OK
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Harbormaster: Comments/Conditions: 	Shellfish: Comments/Conditions: 
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Recreation: Rebecca Roubenzy Comments/Conditions OK (see below) * As in previous years the event needs to pay a rec. stab member for 4 hours (2 set up & 2 break down) * Recreation Equipment	Town Administrator: Daniel A. Hoort Comments/Conditions
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including stage is Not Available for this event.



BOARD OF SELECTMEN

AGENDA ACTION REQUEST
Meeting Date: April 9, 2019

III

USE OF TOWN PROPERTY – B

REQUESTED BY:	Principal Clerk
DESIRED ACTION:	Approval of the use of the Town Pier by Independence House on July 31, 2019.
PROPOSED MOTION:	I move to approve the use of the Town Pier by Independence House on July 31, 2019 with a rain date of August 7 from 7 to 9 pm subject to the conditions, if any, as listed on the application form for a fee of \$_____.
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____

APPLICATION FOR PERMIT TO USE TOWN OWNED PROPERTY

TOWN OF WELLFLEET
300 MAIN STREET
WELLFLEET, MA 02667

Applicant Cheryl Crowell

Affiliation or Group Independence House, Inc.

Telephone Number 508-771-6507 x238

Mailing Address 160 Bassett Lane

Email address cherylc@indhouse.net

Hyannis, MA 02601

Town Property to be used (include specific area)

Independence House is requesting space on the Town Pier, specifically an area adjacent to the entrance of the Recreation Department's Wednesday Night Square Dance. Space required would be large enough to place a 8'x3' table to display information.

Date(s) and hours of use:

July 31st (rain date August 7th), 7pm-9:00pm; Independence House event to coincide with the Wellfleet Pier Square Dance.

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

Independence House would like to setup a table during a Town Pier Square Dance with informational literature and promotional give-aways to distribute for the purpose of increasing awareness of our services. Our services include counseling for survivors of domestic and sexual violence, support groups, prevention programs, shelter and transitional housing, legal advice, assistance with restraining order applications and civil court advocacy. Independence House has offices in Hyannis, Orleans, Provincetown and Falmouth, as well as in the Probate and three District Courts in Barnstable County. Six to eight individuals will staff the table and be available to talk with people who wish to engage with us. No fees will be charged.

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

No assistance is necessary.

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

Action by the Board of Selectmen:

Approved as submitted

Approved with the following condition(s):

Disapproved for following reason(s):

Date:

Processing Fee: \$50.00 paid

Fee:

(over)

APPLICANT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSPECTIONS

Health/Conservation Agent: Comments/Conditions: Permits/Inspections needed:	Inspector of Buildings: Comments/Conditions: Permits/Inspections needed:
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Police Department: Comments/Conditions: OK	Fire Department: Comments/Conditions: OK 3/15/19
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DPW: Comments/Conditions: OK 3/26/19	Community Services Director: Comments/Conditions:
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Harbormaster: Comments/Conditions: OK Michael Donatelli 3/27/19	Shellfish: Comments/Conditions:
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Recreation: OK Comments/Conditions: Rebecca Rosenly 4/1/19	Town Administrator: Comments/Conditions: Daniel R. Hoost
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BOARD OF SELECTMEN

AGENDA ACTION REQUEST

Meeting Date: April 9, 2019

IV

BUSINESS – A

REQUESTED BY:	Assistant Town Administrator
DESIRED ACTION:	Marijuana Host Community Agreement, Change of Address – Nature’s Alternative
PROPOSED MOTION:	I move to approve the change of address on the Host Community Agreement with Nature’s Alternative from 1446 State Highway to 2393 State Highway.
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: April 9, 2019

IV

BUSINESS –B

REQUESTED BY:	Assistant Town Administrator
DESIRED ACTION:	Marijuana Host Community Agreement, The Grateful Mind
PROPOSED MOTION:	I move to approve the Host Community Agreement with Jason Robicheau, doing business as The Grateful Mind at 15 Bank Street.
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____

**TOWN OF WELLFLEET AND
THE GRATEFUL MIND
HOST COMMUNITY AGREEMENT**

This Host Community Agreement (“Agreement”) is entered into this ____ day of _____, 2019 by and between Jason Robicheau, dba The Grateful Mind, a Massachusetts corporation, and any successor in interest, with a principal office address of 15 Bank Street, Wellfleet (the “Company”), and the TOWN OF WELLFLEET, a Massachusetts municipal corporation with a principal address of 286 Main St, Wellfleet, MA 02667 (the “Town”) (Company and Town, collectively the “Parties”), acting by and through its Selectboard in reliance upon all of the representations made herein.

WHEREAS, the Company wishes to locate an approximately _____ square foot Adult Use Retail Marijuana Establishment (“RME”) for the retail sales of adult use marijuana and marijuana products at a parcel of land located at 15 Bank Street, Wellfleet, Barnstable County, Massachusetts, more accurately described by the deed recorded with the Barnstable County Registry of Deeds Book _____, page _____ (the “Property”), in accordance with and pursuant to applicable state laws and regulations issued by the Cannabis Control Commission (“CCC”), or such other state licensing or monitoring authority, as the case may be (each a “Licensing Authority,” and collectively “Licensing Authorities”), including, but not limited to 935 CMR 500.000, and such approvals as may be issued by the Town in accordance with its Zoning Bylaws and other applicable local regulations; and

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

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

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

1. Recitals

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

2. Annual Payments

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

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

A. Community Impact Fee

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

1. Company shall pay an Annual Community Impact Fee in an amount equal to three percent (3%) of the gross sales from marijuana and marijuana product sales at the RME (the "Annual Community Impact Fee"). The term "gross sales" shall mean the total of all sales transactions of the RME without limitation, whether wholesale or retail, and shall include but not be limited to all sales occurring at the RME, including the sale of adult use marijuana, marijuana infused products, paraphernalia, and any other products sold by the RME.
2. The Annual Community Impact Fee shall be made in quarterly installments, in arrears, per the Town's fiscal year (July 1 - June 30). The Annual Community Impact Fee for the first year of operation shall be prorated based on the number of months the RME is in operation. The initial payment of the Annual Community Impact Fee shall be due on the first day of the fourth (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 three (3) years following the termination of this Agreement the Company shall agree, upon request of the Town, to have its financial records examined, copied, and audited by an Independent Financial Auditor, the expense of which shall be borne by the Company. The Independent Financial Auditor shall review the Company's financial records for purposes of determining that the Annual Payments are in compliance with the terms of this Agreement. Such examination shall be made not less than thirty (30) days following written notice from the Town and shall occur only during normal business hours and at such place where said books, financial records and accounts are maintained. The Independent Financial Audit shall include those parts of the Company's books and financial records which relate to the payment, and shall include a certification of itemized gross sales for the previous calendar year, and all other information required to ascertain compliance with the terms of this Agreement. The independent audit of such records shall be conducted in such a manner as not to interfere with the Company's normal business activities.

3. Local Vendors and Employment

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

4. Local Taxes

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

Notwithstanding the foregoing, (i) if real or personal property owned, leased or operated by the Company is determined to be non-taxable or partially non-taxable, or (ii) if the value of such property is abated with the effect of reducing or eliminating the tax which would otherwise be paid

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

5. Security

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

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

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

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

6. Community Impact Hearing Concerns

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

7. Additional Obligations

A. Permitting

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

B. Retained Authority of the Municipality

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

C. Annual Reporting

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

D. Annual Inspections

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

E. Limitations on Other Uses

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

F. Improvements to the Property

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

8. Re-Opener/Review

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

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

9. Municipal Support

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

10. Term

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

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: The Grateful Mind
By e-mail: jasonrobicheau@soulfoodcapecod.com
Care of
Jason Robicheau
15 Bank Street
Wellfleet, MA 02667

13. Severability

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

14. Governing Law

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

15. Entire Agreement

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

16. Amendments/Waiver

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

17. Headings

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

18. Counterparts

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

19. Signatures

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

20. No Joint Venture

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

21. Nullity

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

22. Indemnification

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

23. Third-Parties

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

24. Termination

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

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

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

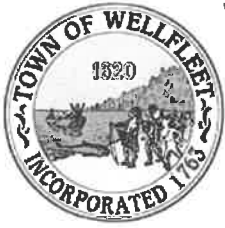
TOWN OF WELLFLEET

The Grateful Mind

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

653475/WELL/0001

4818-7793-6000.3



BOARD OF SELECTMEN

AGENDA ACTION REQUEST
Meeting Date: April 9, 2019

IV

BUSINESS – C

REQUESTED BY:	Becky Rosenberg
DESIRED ACTION:	Possible acceptance of a van donated to the Recreation Department.
PROPOSED MOTION:	TBD
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____

Courtney Butler

From: Dan Hoort
Sent: Thursday, April 4, 2019 2:18 PM
To: Courtney Butler
Subject: FW: van

Please include this information in agenda item C – possible acceptance of donated van.

From: Mark Vincent <Mark.Vincent@wellfleet-ma.gov>
Sent: Thursday, April 4, 2019 9:57 AM
To: Dan Hoort <Dan.Hoort@wellfleet-ma.gov>
Cc: Becky Rosenberg <Becky.Rosenberg@wellfleet-ma.gov>; Peter Williams <Peter.Williams@wellfleet-ma.gov>; Paul Lindberg - inactive <Paul.Lindberg@wellfleet-ma.gov>
Subject: van

Hi Dan, The van appears to need repairs on things such as brakes ,wheel bearings and front end to make it drivable and safe. We estimate those repairs to be in the range of \$2000 to \$2500. We would be sending it out to a local mechanic do to the fact that we are under staffed. The van has over 130,000 miles on it. I am not sure to what extent it will be used, but if the recreation department wants to retain the program of utilizing a van, I would recommend purchasing a new one next fiscal year. Much of my recommendation weighs on the safety factor of transporting children and the general public.

I also can not speak to the towns liability.

It is currently out to a local mechanic for a harder estimate.

Thanks Mark



BOARD OF SELECTMEN

AGENDA ACTION REQUEST
Meeting Date: April 9, 2019

IV

BUSINESS –D

REQUESTED BY:	Recycling Committee
DESIRED ACTION:	Approval of Zero Waste Policy
PROPOSED MOTION:	I move to approve the Zero Waste Policy recommended by the Wellfleet Recycling Committee as printed (amended).
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____

Town of Wellfleet
ZERO WASTE POLICY PROPOSAL

From the Wellfleet Recycling Committee, February 2019

In recognition of the need to make more efficient use of our natural resources, reduce solid waste volume, and disposal costs, create markets for the materials collected in recycling programs, and serve as a model for private and public institutions, the Town of Wellfleet is committed to a zero waste policy that will phase out single-use plastic products. Wellfleet will instead purchase products which are *environmentally preferable* and/or made of recycled materials whenever such products meet quality requirements and are available at reasonable prices and terms.

To the maximum extent practicable, the following standards should be adhered to:

IN THE OFFICE KITCHEN

1. Departments to phase out all single-use disposable cups, plates, forks, knives, spoons.
2. Expand Community Cutlery program to provide washable tableware in all Town buildings.
3. Priority procurement of products that are made of 100% recycled content or are compostable.
4. Priority procurement of beverages packaged in aluminum cans, cartons, or glass.
5. Eliminate procurement of bottled water packaged in single-use plastic bottles, gallon jugs, or 5-gallon water cooler bottles.
6. Determine, on an annual basis, the feasibility of food waste collection for composting.

IN THE OFFICE

7. Set double-sided printing, by default, on all Town computers and copiers.
8. Distribute periodic reports, including monthly Town Accounting reports by email.
9. Encourage Departments to format flyers to be read as text messages.
10. Encourage Town boards, committees, and commissions to provide meeting materials electronically.
11. Ensure that all buildings are outfitted with LED lighting by 2020.
12. Choose recycled latex paint *
13. Choose plastic-free durable goods such as furniture and rugs.

* [Note: Recolorpaints.com of Hanover, Mass. recycles latex paint collected from Transfer Stations all over the stat including Wellfleet]



BOARD OF SELECTMEN

AGENDA ACTION REQUEST
Meeting Date: April 9, 2019

IV

BUSINESS – E

REQUESTED BY:	Energy Committee
DESIRED ACTION:	Revised Charge for Committee
PROPOSED MOTION:	I move to approve the new charge for the Energy Committee as printed/amended in the packet.
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea ____ Nay ____ Abstain ____

Request for Revised Energy Committee Charge. (article 45 on ATM warrant0

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 ~~strike through~~, 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,**
- 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.



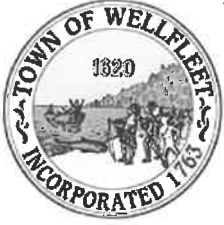
BOARD OF SELECTMEN

AGENDA ACTION REQUEST
Meeting Date: April 9, 2019

IV

BUSINESS – F

REQUESTED BY:	Town Administrator
DESIRED ACTION:	Create Gift Fund for Town purchase of HDYLTA Trust land
PROPOSED MOTION:	Pursuant to Massachusetts General Laws Chapter 44, Section 53A I move to establish a special gift fund to receive donations and other revenue for the purchase of the land from the HDYLTA Trust, the proceeds of which shall be used without further appropriation under the supervision of the Town Administrator and the Board of Selectmen.
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____



BOARD OF SELECTMEN

AGENDA ACTION REQUEST
Meeting Date: April 9, 2019

IV

BUSINESS – G

REQUESTED BY:	Principal Clerk
DESIRED ACTION:	Approve Eversource Petition for Conduit on Old Kings Highway
PROPOSED MOTION:	I move to allow Eversource Energy to install conduit on Old Kings Highway.
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTE:	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.

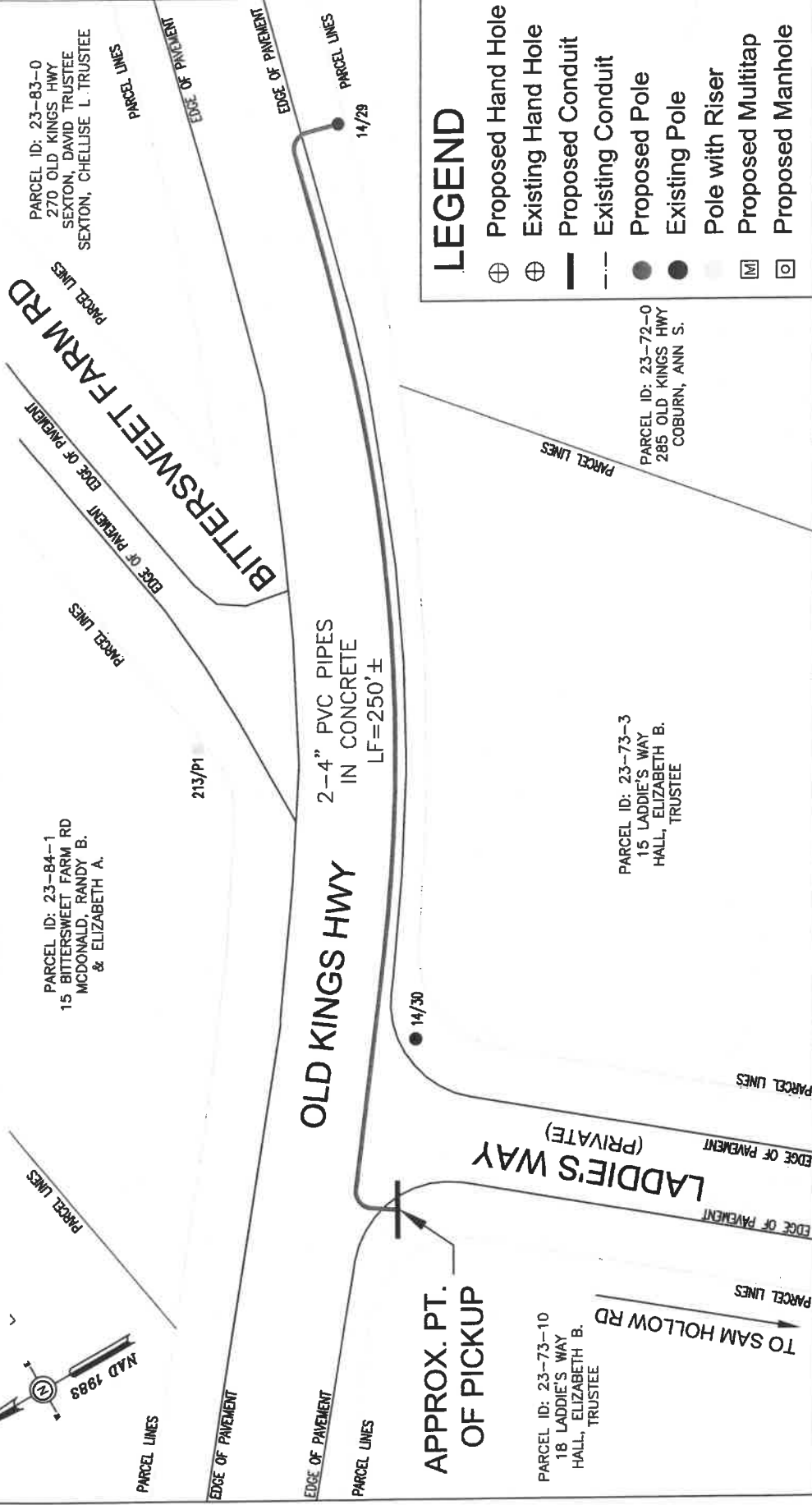
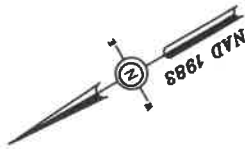
If you have any questions, please call me at 508-790-9022.

Warm Regards,



Jessica Elder
Right of Way Agent
EVERSOURCE ENERGY
Jessica.Elder@Eversource.com

Plan to accompany petition of EVERSOURCE ENERGY
 To install 250'± of 2-4" conduits to provide electric
 service for new residential subdivision.

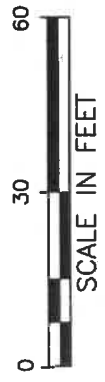


LEGEND

- ⊕ Proposed Hand Hole
- ⊕ Existing Hand Hole
- Proposed Conduit
- - - Existing Conduit
- Proposed Pole
- Existing Pole
- Pole with Riser
- Ⓜ Proposed Multitap
- Ⓜ Proposed Manhole

<p>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 NSIAR NOR EDCORRE COMPANY, REGARDLESS OF THE MANNER IN WHICH THE INFORMATION IS PROVIDED, 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 ALLOWED BY LAW. YOU AGREE BY YOUR ACCEPTANCE OF THE INFORMATION TO RELEASE, INDEMNIFY AND HOLD THE NSIAR ENTITIES HARMLESS FROM ANY SUCH LOSS OR INJURY.</p> <p>THE INFORMATION MAY NOT REPRESENT A SURVEY. ANY 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. UNAUTHORIZED ATTEMPTS TO MODIFY THE INFORMATION OR USE THE INFORMATION FOR OTHER THAN ITS INTENDED PURPOSES ARE PROHIBITED.</p>	
Plan #	2303133
Ward #	
Work Order #	2303133
Surveyed by:	N/A
Research by:	PG
Plotted by:	BP
Proposed Structures:	PG
Approved:	A DEBENEDICTIS
P#	
<p>MASS. LAW REQUIRES 72 HOURS ADVANCE NOTICE TO UTILITY COMPANIES BEFORE DIGGING BY ANYONE. CALL DIG-SAFE 1-888-344-7233</p>	
Scale	1"=30'
Date	2/13/19
SHEET	1 of 1

NSIAR EVERSOURCE
 ENERGY SERVICES
 1165 MASSACHUSETTS AVE. DORCHESTER, MASS. 02125



Plan of OLD KINGS HIGHWAY
 WELFLEET
 Showing PROPOSED CONDUIT LOCATION

**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

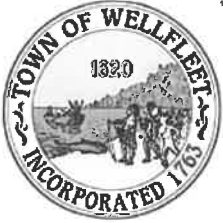
Wherefore it prays that after due notice and hearing as provided by law, it be granted a location for and permission to install and maintain underground cables, conduits, and manholes, together with such sustaining and protecting fixtures as it may find necessary, said underground cables, conduits, and 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: April 9, 2019

IV

BUSINESS – H

REQUESTED BY:	Town Administrator
DESIRED ACTION:	Approval of contract for restroom cleaning
PROPOSED MOTION:	I move to approve the contract with Purrfect Cleaning for restroom cleaning and to authorize the Town Administrator to sign the contract.
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTE:	Yea _____ Nay _____ Abstain _____

Town of Wellfleet
Cleaning of Specific Town Building Restrooms

Contract Renewal 2019

This agreement made this 1st day of April, 2019 by and between: Purrfect Cleaning Services, Inc, hereinafter called the "Contractor" and the Town of Wellfleet hereinafter called the "Town". Witnesseth, that the Contractor and the Town for the consideration hereinafter agrees as follows:

Article 1. Scope of Work

The Contractor shall furnish all of the materials/services called for in the specifications for: "Town of Wellfleet Seasonal Cleaning of Specific Town Building Restrooms." The Town has added the cleaning of the portable restroom facility located at Baker Field for the bid amount received.

Article 2. Time Period

The contract is for the period of June 14, 2019 – September 3, 2019.

Article 3. The Contract Sum

The Town shall pay the contractor as follows: Sums as detailed in the contractors bid equaling the total amount of \$29,320.

Article 4. Time of Payment

The Town shall pay the Contractor on original invoices only. Invoices shall be submitted on a monthly basis for services provided during the prior month. If all amounts are in order payment shall be made within thirty (30) calendar days. Amounts for June, 2019 and September, 2019 shall be pro-rated and included with the invoices for July, 2019 and August, 2019 respectively.

Article 5. The Contract Documents

The Bid together with this agreement and cover letter, form the Contract, and they are as fully a part of the Contract as attached and incorporated herein by reference.

Article 6. Termination for Cause

The Town may terminate this Agreement, for cause, at any time upon written notice to the other party designating the reason for said termination. Termination shall be effective immediately.

In Witness Whereof the respective parties hereto have cause this instrument to be duly subscribed and sealed.

Daniel R. Hoort
Wellfleet Town Administrator

Date Dennis Bryant 3/29/19
Purrfect Cleaning Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/27/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Kaplansky Insurance 208 Washington St Fairhaven MA 02719		CONTACT NAME: PHONE (A/C, No, Ext): 508-984-1618 FAX (A/C, No): 508-984-1919 E-MAIL ADDRESS: info@kaplansky.com	
INSURED Purrrcle-01 Purrrfect Cleaning Service Inc Dennis Bryant P.O. Box 57 East Harwich MA 02645		INSURER(S) AFFORDING COVERAGE	
		INSURER A: The Hartford	NAIC # 11000
		INSURER B: Mapfre Citation Insurance	40274
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 1389043196

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> ** See Below GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	08SBAIL4322	4/1/2019	4/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> ** See Below	Y	Y	BCRL13	1/29/2019	1/29/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			08SBAIL4322	4/1/2019	4/1/2020	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 Prod/CO Agg \$ 1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	08WECCQ0867	4/1/2019	4/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH. ER. E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Dennis Bryant is excluded from personal coverage under the Workers Compensation Policy.
 ** Contractual Liability per general liability forms SS0008 0405 and SS4163 0611, auto form CA0001 0306 and umbrella/excess liability form SX8002 0405.
 Umbrella/Excess Liability policy is an excess follow form over general liability only.

Re: Janitorial Services

The certificate holder is an additional insured on a primary non-contributory basis with a waiver of subrogation as respects general liability if required by written agreement with the insured per company form SS0008 0405.
 See Attached...

CERTIFICATE HOLDER

CANCELLATION

Town of Welfleet DPW
 220 West Main St
 Welfleet MA 02667

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

AGENCY CUSTOMER ID: PURRCLE-01

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of

AGENCY Kaplansky Insurance		NAMED INSURED Purfect Cleaning Service Inc Dennis Bryant P.O. Box 57 East Harwich MA 02645	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

The certificate holder is an additional insured with a waiver of subrogation as respects auto liability if required by written agreement with the insured per company form CIC947 1006.



BOARD OF SELECTMEN

AGENDA ACTION REQUEST
Meeting Date: April 9, 2019

IV

BUSINESS – I

REQUESTED BY:	Town Administrator
DESIRED ACTION:	Approval of contract for VADAR accounting software
PROPOSED MOTION:	I move to approve the contract with VADAR for the new accounting software and to authorize the Town Administrator to sign the contract.
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTE:	Yea _____ Nay _____ Abstain _____

VADAR®Systems, Inc.

Software Application Agreement

Financial Applications

This **Agreement** is entered into by and between VADAR® Systems, Inc. (hereinafter "VADAR®"), located at 20 Main Street Suite G1, Acton, MA 01720 and the Municipality of Wellfleet, Massachusetts (hereinafter "the Municipality"), its administrative office located at 300 Main Street, Wellfleet, MA 02667.

Whereas, the Municipality desires software applications for financial applications (hereafter "Software"); and,

Whereas, VADAR® provides Software which operates on personal computers and personal computer networks, and desires to provide Software to the Municipality.

Now, therefore, in consideration of the premises and mutual covenants set forth herein, the parties agree as follows:

Definitions

"Documentation" means the user manual, product specification sheet, and any related documentation, whether in printed or electronic form, and any revisions thereof, provided by VADAR to Municipality under this Agreement.

The "Software" shall mean the current version of VADAR's proprietary relational database Software licensed to Municipality and used by Municipality for the processing of tax and financial information, together with any customizations, enhancements, Error corrections, revisions, new releases, and upgrades thereof and as detailed and described in "Attachment A" attached hereto.

"Confidential Information" shall mean any information, technical data, trade secrets or know-how, whether written or oral, disclosed by VADAR® to the Municipality in connection with this Agreement, relating to the Disclosing Party's present or proposed products (including but not limited to any source code, object code, user interface screens, algorithms, product designs, product architecture, database schema), financial data and operations, business strategies, customer lists and customer related matters, marketing activities, pricing or salary data, negotiations and contracts, or other information of a confidential or proprietary nature.

1.0 Term and Renewal.

1.1 Agreement Term

The original term of this Agreement is for three years from July 1, 2019 to June 30, 2022.

VADAR® shall provide Software, Support and Web Hosting Services according to the terms set forth in Exhibits, "Attachment A" and "Attachment C".

I.2 Software Installation Schedule

The Software shall be implemented and installed according to the schedule of phases and priorities outlined in Attachment B. Municipality and VADAR® shall negotiate specific time frames for the installation of the Software in good faith.

I.3 Assignment of Municipal Project Manager

Municipality agrees, for the term of the agreement as stated above, to assign one individual to act as the Project Manager (hereinafter "Project Manager") for the duration of the Agreement. Project Manager shall be the central liaison and primary contact person for VADAR® for all matters relating to the installation, implementation and support of the Software. Project Manager agrees to assist VADAR® in setting priorities and timetables and managing customization requests and application enhancements between VADAR® and the appropriate municipal departments.

2.0 Products and Application.

2.1.Provision of Software and Software Licenses

During the term of this Agreement, VADAR® shall provide the Municipality Software according to and in compliance with Massachusetts State Laws for the Municipality's use in connection with the Municipality's processing of tax and financial information. Municipality, not VADAR®, shall be responsible for the utilization of the Software and input and maintenance of any necessary data other than conversions described in Section 4.0 and other than the Services detailed and described in "Attachment A" attached hereto.

VADAR® shall provide Municipality with licenses of the Software consistent with the terms outlined in Attachment A. Should Municipality desire to have additional licenses of the Software in addition to the terms outlined in Attachment A, then VADAR® shall provide additional Software and Support upon a mutually agreeable schedule of rates and terms.

2.2.Customization of Software

VADAR®, at its sole discretion, may agree to customize the Software for the Municipality. All agreed upon customizations shall be billed to the Municipality at a mutually agreed upon fixed-cost project rate.

2.3 Software Support

During the term of this Agreement VADAR® shall provide Municipality toll free, telephone technical support of the Software, Monday through Friday, from 8:30 AM to

5:00 PM, Eastern Standard Time.

3.0 Training

In the first year of this Agreement only, VADAR® shall provide Municipality with six (6) on-site visits for Software training. Any training time over and above these allocated visits shall be billed according to a schedule of rates and terms in Attachment A or according to a schedule of rates to be negotiated between VADAR® and Municipality.

4.0 Provision and Protection of Information.

4.1 Format of Data

It shall be Municipality's exclusive obligation to provide all necessary, accurate, readable data to VADAR® for the initial conversion, setup and continued maintenance of database records. Client shall provide VADAR® all data files, including initial information for initial file set-up, Software configuration and data conversion, in readable, unencrypted, unpacked, ASCII text files formatted for the Personal Computer. VADAR® will not accept encrypted, packed, or unreadable files of any type. Time frames and timetables for all deliverables including but not limited to data conversion, Software configuration, Software installation, Software implementation and Software training shall begin with the confirmed RECEIPT of readable data files in VADAR® 's required file format from Municipality. Receipt of unreadable data files, receipt of data files that do not contain all necessary information, or receipt of data files that are not in VADAR®'s required format shall not trigger any such time frames or timetables.

4.2 Municipality's Conversion Responsibilities

Municipality shall bear sole responsibility to provide VADAR® data files for conversion and update purposes. VADAR® is not responsible for retrieving any data from Municipality's current software system. Municipality shall bear sole responsibility to pay all costs associated with providing readable files to VADAR® including costs incurred in utilizing a third party conversion vendor.

4.3 Third Party Data Vendor Relationships

It is the sole responsibility of Municipality to create, maintain, interface and manage any and all relationships between data files and third party vendors including but not limited to deputy tax collectors, collection agencies, attorneys, software companies and financial institutions. VADAR® will make all reasonable efforts to assist Municipality in physically interfacing data files from such third party vendors with the Software. It is the sole responsibility of Municipality to pay for all costs including but not limited to licensing costs, transaction costs and usage costs associated with any data files being provided, maintained or supplied by any third party vendor to fulfill the terms of this Agreement.

4.4 Validation of Data

VADAR® shall perform data conversion and cross validation of received and accepted data files only. Municipality shall troubleshoot file discrepancies, perform any necessary

data entry and correction, and perform final reconciliation and validation of converted files. VADAR® shall make all reasonable efforts to assist Municipality in reconciling converted data. Limits and terms concerning VADAR®'s data conversion responsibilities are set forth in Attachment A.

4.5 Reliance Upon Information

VADAR® shall be entitled to rely upon all such information, provided by the Municipality, in connection with systems and services to be rendered hereunder.

5.0 Reserved

6.0 Warranties.

6.1 Terms

VADAR® warrants its products to follow state guidelines and procedures for the collection and maintenance of property tax receivables and revenue applications provided for under State Laws as of the date of this Agreement. Any future statutory changes after the date of this Agreement may result in additional billing to the Municipality. VADAR® further warrants that the Software and Services shall be free from infringement of any rights of third parties.

6.2 Indemnification by VADAR®

VADAR® shall indemnify and hold harmless the municipality from and against any and all loss, cost, damages, expenses and fees, including reasonable attorney's fees, incurred by the municipality for any violation of the provisions of this Section 6.0 by VADAR®.

7.0 Payment.

7.1 The Municipality shall pay VADAR® for the products as referred to in Attachment A.

7.2 During the term of this Agreement, VADAR shall submit annual invoices on or around July 1st to the Municipality. Municipality shall pay those invoices within thirty (30) days of receipt. Failure to pay within thirty days shall be considered a default of this Agreement. Failure to cure said default within 15 days may result in termination of this agreement and surrender of all applications to VADAR®.

7.3 In the event of Municipality's default of this Agreement, VADAR® shall be entitled to recover, in addition to the amount due, all reasonable costs of collection, including reasonable attorney's fees.

7.4 Any delay or forbearance by VADAR® in enforcing any of said payment default provisions, are discretionary to VADAR®, and shall not be construed as a modification or waiver of any and all remedies that are available to VADAR®.

8.0 Intellectual Property

8.1 Title and full ownership rights to the Software, as well as any or all object or source code, screen interface design, system reporting, and dunning notices are the proprietary intellectual property and trade secrets of VADAR® Systems, Incorporated. Municipality understands and agrees that said Software is being utilized under a leasing/licensing and support agreement whereby the Municipality leases the Software and VADAR® Systems, Inc. supports and maintains the Software during the terms of this agreement.

8.2 No part of the Software may be reproduced, redistributed, transmitted, transcribed, stored in any retrieval system, or translated into any human or computer language, in any form or by any means, without the express written permission of VADAR® Systems, Inc., 20 Main Street Suite G1, Acton, MA 01720. The Municipality, however, is permitted to perform data and application back-ups of the Software for internal use within the Collector/Treasurer's or Finance office(s) only.

8.3 The term "VADAR®" is a registered trademark.

9.0 Termination of Contract

9.1 Breach and Notice of Cure

Subject to the provisions of the section entitled "Force Majeure", if the Municipality shall fail to fulfill, in a timely and satisfactory manner, its obligations under this Agreement, or if Municipality shall violate any of the covenants, conditions, or stipulations of this Agreement, which failure or violation shall continue for twenty one (21) business days after written notification of such failure or violation is received by Municipality, then VADAR® shall thereupon have the right to terminate this Agreement by giving written notice to Municipality of such termination and specifying the effective date thereof, at least seven (7) calendar days before the effective date of such termination.

Subject to the provisions of the section entitled "Force Majeure", if VADAR shall fail to fulfill, in a timely and satisfactory manner, its obligations under this Agreement, or if VADAR shall violate any of the covenants, conditions, or stipulations of this Agreement, which failure or violation shall continue for twenty one (21) business days after written notification of such failure or violation is received by VADAR, then Municipality shall thereupon have the right to terminate this Agreement by giving written notice to VADAR of such termination and specifying the effective date thereof, at least seven (7) calendar days before the effective date of such termination.

9.2 Surrender of Property

Upon any termination of this Agreement, subject to the Section entitled "Surrender", each party shall return to the other party all materials of such other party then in the returning party's possession. Ownership of each party's materials shall remain with the party originally owning the same.

9.3 Equitable Relief

The parties acknowledge that monetary damages may not be adequate in the event of a breach of this Agreement and that the non-breaching party shall be entitled to equitable and injunctive relief in addition to any other available legal remedies

10.0 Surrender.

10.1 Upon the termination of this Agreement, at VADAR®'s request, the Municipality shall within 30 days, surrender all copies of the Licensed Software, any applications owned by VADAR®, all Modifications and all tangible embodiments of, and all other VADAR® property, in good order and condition. Rights of ownership or possession of said VADAR® property and of the Software will not transfer to the Municipality.

10.2 Termination of this License will serve to terminate all licenses to the Licensed Software granted hereunder.

10.3 VADAR® agrees and consents upon termination of this Agreement, at Municipality's request, to provide Municipality in a timely fashion electronic and/or hard-copy of all municipal data records stored within the Software. All data stored within the Software remains the property of Municipality and right of ownership or possession of said municipal data records will not transfer to VADAR®.

11.0 Integration and Modification.

11.1 This instrument, together with any attachments expressly referred to herein, contains the entire Agreement between the parties. However, should either party from time to time request changes to the Agreement, such changes shall be effective when mutually agreed upon between the Municipality and VADAR® and incorporated in writing in this Agreement. Any changes in terms or conditions of this Agreement must be consistent with federal and state laws or where applicable, the Municipality's by-laws. In the event of a conflict between a Municipality's by-law and applicable state or federal law, state or federal law shall supersede.

11.2 In the event of a conflict between the provisions of the main body of this agreement, and any attached exhibits, documents, appendices or other materials, the provisions of this Agreement shall take precedence.

11.3 Modifications hereto shall be in writing and signed by authorized representatives of both parties. In the absence of information to the contrary, it shall be reasonable for either party to rely upon the other party's authority to sign and bind their respective principal.

12.0 Applicability of State Law.

This Agreement is made subject to and shall be interpreted and construed in accordance with the laws of The Commonwealth of Massachusetts.

13.0 Assignment

This Agreement and the rights and obligations of either party may not be assigned or transferred voluntarily or involuntarily, by operation of law, without the prior written consent of either party. Such assignment, whether voluntarily or by operation of law, unless with the prior written consent of the other party, shall give either party the right to terminate said Agreement.

14.0 Reserved

15.0 Indemnification and Hold Harmless

15.1 VADAR® will defend, indemnify and hold harmless Municipality from claims against Municipality that the Software or Services infringe any patent, copyright, trade secret or other right of any third party, provided that Municipality promptly advises VADAR® of the existence of such claim. VADAR® shall have the sole control of the defense and settlement of any such claim. Municipality shall have the right, at Municipality's expense, to engage separate legal counsel to participate in such defense. If the Software or Services is found to infringe any such rights or if VADAR® is enjoined from the continued provision thereof or of any portion thereof, VADAR® shall, at its sole expense, either (a) obtain a license from all necessary third parties to permit such continued provision, or (b) replace or modify the applicable portions to eliminate such infringement, provided that no such replacement or modification shall cause a degradation in functionality or performance.

15.2 Municipality will hold harmless VADAR® from any loss or damage VADAR® may incur as a result of the negligence or willful misconduct of Municipality in connection with its performance or failure of performance hereunder or from any claim that Municipality's performance hereunder violates or is contrary to any banking or related law or regulation.

15.3 In the event a party fails to exercise its duty to defend under any provision of this Section 15.0 upon reasonable written notice, the other party shall have the right to control such defense and to charge the party contractually obligated to conduct such defense therefore.

16.0 Force Majeure

Neither party will be liable to the other for any failure or delay in rendering performance arising out of causes beyond its control and without its fault or negligence. Such causes

may include, but not be limited to, acts of God or the public enemy, freight embargoes, power outages, and unusually severe weather; but the failure or delay must be beyond its control and without its fault or negligence. Dates or time of performance will be extended to the extent of delays excused by this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delays.

17.0 Survival

The obligations contained in Sections 8.0 and 9.0 survive the termination or completion of this Agreement.

18.0 Miscellaneous

18.1 Notices

All notices and other communications given in connection with this agreement shall be in writing and shall be sent via certified mail.

18.2 Waivers

Any waiver by a party of the breach of any provision hereof shall not constitute a waiver of any subsequent breach of the same or any other provision

19.0 Severability

If any provision of this Agreement is declared or found to be illegal, unenforceable, or void, then all parties will be relieved of the obligations arising under such provision, but only to the extent that such provision is illegal, unenforceable, or void, it being the intent and agreement of the parties, that this Agreement will be deemed amended by modifying the provision to the minimum extent necessary to make it legal and enforceable while preserving its intent or, if that is not possible, by substituting therefore another provision that is legal and enforceable and achieves the same objective. If the remainder of this Agreement is capable of substantial performance, then it shall be enforceable to the extent permitted by law

20.0 Headings

All headings contained in this Agreement have been inserted for convenience of reference only and shall be of no force or effect in any construction or interpretation hereof. Terms of gender will be deemed interchangeable, as will singular and plural terms, in each case unless the context otherwise requires.

In Witness Whereof, the parties hereto have caused this Agreement to be executed by their duly appreciated representatives.

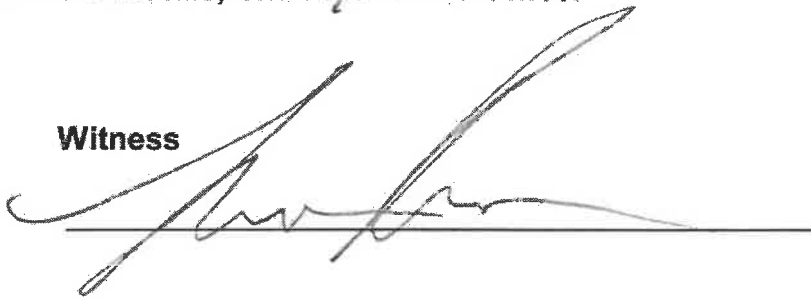
VADAR® Systems, Inc.



Francis J. Natale, Chief Executive Officer

DATE: 3/25/19

Witness



The Municipality

DATE: _____

Witness



Fund Accounting Suite for Wellfleet, MA

One Time Set Up Charges:

Data Conversion & File Set-Up All Master Financial Applications	Acquisition	\$ 1,980.00
Software Configuration, Installation & Implementation	\$	2,970.00
User Training - Application Features/Functions (3 visits)	\$	2,370.00
Chart of Account Creation/Optimization	\$	3,990.00
Client Consulting - Workflow Process and Procedures (3 visits)	\$	2,970.00
Subtotal One Time Charges:	\$	14,280.00

Software Licenses

	Year 1	Year 2	Year 3	Year 4	(Year 5)
	Acquisition	License	License	License	License
VADAR® Fund Accounting Suite	\$ 14,990.00	\$	\$	\$	\$
General Ledger, Expense Ledger & Revenue Ledger	included	included	included	included	included
Ledger Reporting - Standard Reporting Suite	included	included	included	included	included
Accounts Payable	included	included	included	included	included
Budgeting	included	included	included	included	included
Payroll Interface	included	included	included	included	included
Treasurer's Receipts	included	included	included	included	included
Treasurer's Cash Book	included	included	included	included	included
Bank Account Maintenance & Reconciliation	included	included	included	included	included
Schedule A	included	included	included	included	included
Custom Report Builder	included	included	included	included	included
External Report Writer	included	included	included	included	included

Support and Maintenance

Personalized Customer Support and Maintenance	Support	\$	\$	\$	\$
Assigned Expert for Installation, Training, and Beyond	included	3,490.00	3,490.00	3,490.00	3,490.00
IT Maintenance with Free Patches and Updates	included	included	included	included	included

VADAR Cloud™

IT Compute, Network, Storage, and Maintenance - 7 user license	Cloud	\$	\$	\$	\$
Enterprise-Grade Encryption and Security	included	4,550.00	4,550.00	4,550.00	4,550.00
Anti-Virus, Data Backup and Disaster Recovery	included	included	included	included	included

Current Client Discount

	\$	(5,000.00)	(2,500.00)	(2,500.00)	(2,500.00)
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Annual Totals with Traditional Payment

	\$ 28,820.00	\$ 5,540.00	\$ 5,540.00	\$ 5,540.00	\$ 5,540.00
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Additional Optional Services:

VADAR Cloud™ - \$990 per cloud user account per year (annual cost); multi-user bundled discounts available
 Workflow Process and Procedure Consulting - \$990 per visit
 UMass Accounting Training - \$990 per visit

Additional Notes:

This proposal is reflective of a three (3) year contract; support costs will be held firm for five (5) years; Proposal valid through June 30, 2019
 This proposal is a packaged deal and requires all components for pricing to remain valid
 Above pricing includes the following on-site training: 3 visits for features/functions; 3 visits for workflow/procedures
 Additional on-site training for features/functions is \$790 per day minimum one day billed
 Above pricing includes electronic data conversion of chart of account and vendor information only for financial/accounting systems
 No manual data entry included
 Approved special programming quoted on a project basis
 VADAR Cloud™ - 24/7 secure Internet access to all data and applications, remote server monitoring, anti-virus software, daily data backups, disaster recovery, and MS-Office Pro licenses
 VADAR Cloud™ requires reliable high-speed Internet connection
 Additional professional services are quoted on a project basis

Grand Totals:

	\$	50,980.00
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Attachment B
Installation Schedule and Phases

The Software shall be installed according to the following schedule of priorities and phases:

VADAR Fund Accounting Suite – “go live” prior to July 1, 2019

Attachment C

**APPLICATION SERVICES PROVISION AGREEMENT -
MUNICIPALITY OF WELLFLEET, MA**

1. Overview

VADAR is an Application Service Provider, "ASP", that deploys, hosts, manages and rents access to software applications on computer hardware located at a centrally managed facility. VADAR will provide Municipality of Wellfleet, MA, hereafter "End User", with the ASP Services described in Section 2 of this Agreement.

2. Deliverables

Managed Hosted IT Services Overview

The following support services provided under this agreement.

<i>Services:</i>	
Hosted Infrastructure, Management, and Support Components	VADAR Application Delivery via Citrix <ul style="list-style-type: none"> ▪ End User access to VADAR software via Citrix XenApp ▪ Fully Managed Backup and Offsite Replication ▪ Anti-Virus, Patch Management and Inventory of Server Infrastructure ▪ All Server Software licenses for hosted environment are included and managed by VADAR ▪ All Servers and data located in a Secure, Environmentally Controlled Data Center ▪ All Servers monitored and supported by VADAR 24x7

3. Cost Summary

This project will be conducted on a fixed-price basis. All fees and schedules associated with this statement of work are based on a mutual acceptance of, and commitment to, the Scope of Services, Assumptions, Requirements, and supporting information contained in this Agreement.

Vadar Systems Total Solution Investment Includes:		
Base Fee:	Cost per user account per year	Number of users
Basic Services For VADAR Property Tax and Fund Accounting Suites	Attachment A	Attachment A
Total Yearly Fee	Attachment A	

4. Assumptions

- In the event that support issues arise outside of what is supported in this Agreement, VADAR will discuss any fee and schedule impact with End User. End User shall agree in writing to have any out of scope services performed by VADAR prior to VADAR providing such out of scope services.
- VADAR shall not be liable for any other vendor-provided software/hardware support charges associated with escalating the troubleshooting of other vendor-specific support issues. These issues will be identified and reported to End User for approval.
- VADAR will work with third-party application vendors on a best-effort basis to assist in troubleshooting application-specific support issues.

5. Terms and Conditions

THIS APPLICATION SERVICES PROVISION AGREEMENT (this "Agreement") is entered into and made effective on April 1, 2019, between VADAR Systems, Inc. ("VADAR"), a Massachusetts Corporation located at 20 Main Street, Suite G1, Acton, MA 01720, and the Municipality of Wellfleet, MA ("End User") located at 300 Main Street, Wellfleet, MA 02667.

WHEREAS VADAR is an Application Service Provider and deploys, hosts, manages and rents access to software applications on computer hardware located at a centrally managed facility (the "ASP Services"); and,

WHEREAS End User desires to subscribe for the ASP Services and software applications (the "Software Applications") as set forth in Section 3 which is incorporated into this Agreement by this reference.

NOW, THEREFORE, in consideration of the foregoing, the parties agree as follows:

By accepting this Statement of Work ("Agreement"), End User agrees to be bound by the following terms and conditions:

The term of this Agreement for VADAR's Cloud Solution is for three (3) year(s) from July 1, 2019 to June 30, 2022. Should End User believe that VADAR is in material breach of its obligations under this Agreement, End User shall notify VADAR in writing within 10 days of the date End User first has such belief. Upon receipt of such notification, VADAR shall have 30 days to cure such breach. If VADAR fails to cure a material breach within 30 days of notification by End User, then End User may terminate this Agreement by providing a 30 day written notice.

Recommendations on Laptops and Desktops:

Laptops and Desktops are recommended to meet the following minimum requirements:

- Pentium IV Processor
- 1 GB of RAM
- 40GB Hard Drive
- Current Warranty with Manufacturer
- Windows 7

ASP End User Helpdesk Support Restrictions:

End User Helpdesk Support is strictly remote support and does not include hardware support. Any services performed onsite or to restore computer to original settings are billed hourly.

Restrictions on Printers:

Printer types vary greatly and VADAR does not have access to or experience with every printer on the market. Although most printer brands function properly with the VADAR Cloud site, VADAR can not warranty that all printers will be compatible within a terminal services configuration.

Connectivity Requirements and Restrictions:

End User is responsible for providing connectivity to VADAR's hosting infrastructure. VADAR strongly recommends two independent business class Internet Services with appropriate bandwidth for high availability.

Fees and Payment Terms:

- a. **Fees:** The fees for the ASP Services shall be as set forth in Section 3 of this agreement. Fees for Additional ASP Services or Related Services shall be as mutually agreed to by the parties and set forth in writing. .
- b. **Billing and Payment Terms.** VADAR will invoice End User for the ASP services. Within thirty (30) days of receipt of each invoice, End User will pay to VADAR the entire amount due in United States currency.

Backup, Restore and Disaster Recovery Restrictions:

Managed Data Backups and IT Continuity include daily and weekly backups of End User data provided under this Agreement. Any backups of on premise End User owned systems are outside of this agreement.

Backup Retention:

Unless otherwise stated herein, VADAR provides the following backup retention per client:

- Base Full backup daily
- Offsite backup daily
- All Monthly Incremental backups (Monthly retention will be defined by storage availability on the BDR)
- Six daily incremental backups
- Offsite backups are current Image. With Current Image, all incremental files are collapsed back into the Base Image creating a Synthetic Base Image. The Current Image available at the data center will be up to the last successfully transmitted incremental offsite. With the Current Image VADAR is able to restore a complete image of the server from the time the last daily incremental backup was received at the data center.

Storage Management:

Storage provided in VADAR's data center is pooled across the servers provided. Storage may be re-allocated as needed no more than four (4) times per year. This does not include the addition of new storage, only the re-allocation of existing storage across existing systems. Storage for onsite servers will vary based on the role of said server.

Additions to Services:

From time to time End User may expand or contract for different levels of services. VADAR will audit use of services at least monthly and adjust billing for any and all items as needed. VADAR will consider the addition or subtraction of users, licenses, software, disk space or any other services a change and adjust the bill on a prorate basis as needed.

System Availability:

VADAR's availability goal is 99+% uptime and is measured in a 365 day year calendar. "Downtime" is defined as the End User's inability to connect either to VADAR's core router, or VADAR's core firewall due to a failure by a VADAR owned and managed component.

Exclusions:


- Maintenance windows, both scheduled and emergency, are not included in the availability goal and do not impact the calculation of uptime/system access. VADAR has a regularly scheduled maintenance downtime windows utilized for system patching and maintenance.
- Force Majeure. Neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including, acts of war, acts of God, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or failure of third party utility or telecommunications systems or the Internet, which may substantially delay, materially interfere with or render impossible the provision by VADAR of some or all of the Services.
- VADAR shall not be responsible for any delays, problems arising, or for its failure to meet service levels, caused by (a) the failure or poor performance of End User's internal computing systems, or local or wide area network or Internet connections; (b) the failure or poor performance of End User's power source and/or power supply; (c) any changes or modifications made to End User's operating system, environment, or equipment, other than those made by VADAR or its agents; (d) any unauthorized access to End User's computing systems; (e) End User's failure to perform its obligations under this Agreement; or (f) any failure outside of VADAR's control, including, but not limited to, failure of telecommunications lines or failure of Internet service.

Confidential Information.

- Each party acknowledges that it will have access to certain Confidential Information (as defined below) of the other party and agrees that it will not use for its own account or the account of any third party (except as required by law), any of the other party's Confidential Information or, disclose such Confidential Information to any third party, except to its own employees and contractors on a need-to-know basis (and who are themselves bound by a non-disclosure obligations at least as strict as the obligations contained herein) and will take reasonable precautions to protect the confidentiality of such information. "Confidential Information" refers to: (i) the terms and conditions of this Agreement; (ii) each party's trade secrets, business plans, business data and processes, strategies, methods and/or practices; (iii) any and all information which is governed by any now-existing or future non-disclosure agreement between the parties; and (iv) any other information relating to either party which is not generally known to the public, including information about either party's personnel, products, customers, finances, marketing strategies, services, or future business plans. The parties may specifically designate certain information as being Confidential Information whether by marking the information "confidential" or otherwise, however, information not so marked and which falls within the scope of this Section shall be treated as Confidential. Unless otherwise provided in this Agreement, upon termination of this Agreement, the parties shall immediately return or destroy all Confidential Information of the other party.
- Exceptions. Information is not Confidential Information if it (a) is known to the receiving party prior to receipt from the disclosing party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing party; (b) becomes known to the receiving party directly or indirectly from a source other than the disclosing party or a person having an obligation of confidentiality to the disclosing party; (c) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement; or (d) is independently developed by the receiving party.

6. Engagement Agreement

The signatures below indicate End User's and VADAR's understanding of and agreement to the deliverables, assumptions, risks, billing estimates, and expenses and terms identified in this Agreement.

End User	VADAR
Name:	Name: Francis J. Natale, CEO
Signature:	Signature: 
Title:	Title: CEO
Date:	Date: 3/29/19



BOARD OF SELECTMEN

AGENDA ACTION REQUEST
Meeting Date: April 9, 2019

IV

BUSINESS – J

REQUESTED BY:	Town Administrator
DESIRED ACTION:	Approval of contract for portable restrooms.
PROPOSED MOTION:	I move to approve the contract with MA Frazier for portable restrooms and to authorize the Town Administrator to sign the contract.
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTE:	Yea _____ Nay _____ Abstain _____

**Town of Wellfleet
Portable Toilets Contract
2019-2020**

This agreement made the 9th day of April 2019 by and between M.A. Frazier, Ent., Inc. hereinafter called the "Contractor" and the Town of Wellfleet hereinafter called the "Town".

Witnesseth, that the Contractor and the Town for the consideration hereinafter named agree as follows:

Article 1. Scope of Work

The Contractor shall furnish all of the materials/services called for in the specifications for: "Portable Restrooms" bid submitted and as attached. Final placement of the units shall be determined by the DPW Director, Community Services Director and Recreation Director.

Article 2. Time Period

The contract begins April 1, 2019 and ends on March 31, 2020.

Article 3. The Contract Sum

The Town shall pay the contractor as follows: Sums as detailed in the contractors bid as shown on the attached Bid Pricing Sheet in the total overall price for the entire contract of **\$42,518.73**. Additional emergency pumping, special events, and other emergency services may increase this amount according to the following schedule: Additional Emergency Pumping **\$37.50**. Special Event per day **\$149.00**. Additional Emergency Units per day **\$119.00** for five days or less and **\$89.00** for six days or more.

Article 4. Time of Payment

The Town shall pay the contractor on original invoices only. Invoices shall be submitted on a monthly basis for services provided during the prior month. If all amounts are in order payment shall be made within thirty (30) calendar days.

Article 5. The Contract Documents

The Bid together with this agreement, form the Contract, and they are as fully a part of the Contract as attached and incorporated herein by reference.

Article 6. Termination for Cause

The Town may terminate this Agreement/Contract, for cause, at any time upon written notice to the other party designating the reason for said termination. Termination shall be effective immediately.

In Witness Whereof the respective parties hereto have cause this instrument to be duly subscribed and sealed.

Town of Wellfleet:

Contractor:

Daniel Hoort, Date
Town Administrator

M. A. Frazier, Inc.
Name of Business/Corporation Date

Signature of Authorized Representative

Contract Period:

The term of the contract will run for the times specified on the locations as listed below.

Portable Toilet Specifications 2019-2020

Location:	ADA	Regular	Pumping Pumping	Schedule Dates
Great Pond	1	1	Daily	June 8 – September 14
Indian Neck	1	1	Daily	June 8 – September 14
Powers Landing	1		Weekly	April 1 – June 7
Powers Landing	1	1	Daily	June 8 – September 14
Powers Landing	1			September 15 – March 31, 2020
Duck Harbor	1	1	Daily	June 8 – September 14
Duck Pond	1	0	3 x week	June 8 – September 14
Beach Office	1	2	Daily	June 8 – September 2
Mayo Beach	1	1	Daily	June 16 – September 15
Elementary School	1	0	3 x week	April 1 – June 30
Long Pond	1	2	Daily	June 16 – September 15
Baker's Field	1	1	3 x week	April 1 – June 30
Baker's Field	1	1	Daily	July 1 – September 2
Baker's Field	1	1	3 x week	September 3 – November 9
Baker's Field	1		Weekly	November 10 – March 31, 2020
Baker's Field	1	1	3 x week	April 16 – June 30
Rail Trail	1	1	Weekly	April 1 – April 30
Rail Trail	1	1	3 x week	May 1 – June 30
Rail Trail	1	1	Daily	July 1 – September 15
Rail Trail	1	1	3 x week	September 16 – October 30
Rail Trail	1	1	Weekly	November 1 – March 31, 2020
Special:				
Cove Corner		2	n/a	October 20
Baker's Field		2	n/a	July 7

1. Emergency services must be available 24 hours a day.
2. Vendor will supply telephone/cell phone numbers for communicating emergency responses.
3. Vendor response time of no more than sixty minutes is required.
4. A Per Diem Charge for emergency units of 5 days or less AND a Per Diem Charge for emergency units of more than 5 days must be stated in the contract.
5. All portables will be removed in a timely fashion at the end of the contract period.
6. Contracts for portable toilets are subject to prevailing wages.

A revised bidding form is provided to allow two separate per diem rates.

**TOWN OF WELLFLEET
ATTACHMENT C
REVISED BID PRICING SHEET**

The Town reserves the right to accept or reject any or all proposals should such action be deemed in the best interest of the municipality.

The undersigned agrees to supply all equipment, supplies, warranty and repair service agreement as per the attached specifications and Attachment A.

Bidders are to provide one overall price to the Town, plus a price for additional pumping for each special event(s), if applicable.

ADA Units per unit/per day	Regular Units per unit/per day	Overall Price – entire contract period	Additional/ Emergency Pumping	Special Event per day	Additional Emergency Units per Day 5 days or less	Additional Emergency Units per Day 6 days or more
\$13.29	\$13.29	\$42,518.73	\$37.50	\$149.00	\$119.00	\$89.00

The undersigned agrees to abide by prevailing wage requirement.

Signature of Person Submitting Bid: *[Signature]*

Title: Owner/Pres.

Company Name: M.A. FRAZIER Co., Inc.

Address: P.O. Box 1079 No. Eastham, MA. 02651

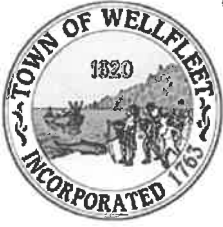
Tel.# 508 349-7449 Fax.# 508-349-2703

Email Address: INFO@MAFRAZIER.COM / MAT@MAFRAZIER.COM

ATTESTATION OF SIGNATURE BY SECRETARY:

Wendy Frazier
4/1/2019





BOARD OF SELECTMEN

AGENDA ACTION REQUEST
Meeting Date: April 9, 2019

VI

TOWN ADMINISTRATOR'S REPORT

To: Board of Selectmen
From: Dan Hoort, Town Administrator
Subject: Town Administrator's Report
Date: April 5, 2019

This report is for the period March 23, 2019 through April 6, 2019.

1. General
 - ATM warrant being mailed on April 5th.
2. Fiscal Matters
 - None
3. Meetings
 - March 26 – Cape Cod Commission, Steve Tupper
 - March 26 – Select board meeting
 - March 27 – Insurance Renewal – Kaplansky Insurance
 - March 27 – Finance Committee meeting
 - March 28 – COMCAST license renewal meeting
 - April 1 – Meeting with Wellfleet TV Channel Operations Manager
 - April 3 – Lunch with Shellfish Constable regarding HDYLTA Trust
 - April 2 – Conference call with Town Counsel regarding HDYLTA Trust
 - April 4 – Staff beach communications meetings
 - April 4 – Meeting with Cumberland Farms regarding water main installation
 - April 6 – Coffee with Town Administrator regarding room occupancy tax
4. Complaints.
 - none.
5. Miscellaneous.
 - Procurement completed: 2019-2020 portable restrooms
6. Personnel Matters:
 - Open position: DPW Facilities Manager
 - Open position: Town Accountant (interviewed three candidates)



BOARD OF SELECTMEN

AGENDA ACTION REQUEST

Meeting Date: April 9, 2019

X

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: **One application 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 BOH 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: No applications on file

Cultural Council (no more than 15 Members)

Vacant Positions	Appointing Authority	Length of Term
2 Positions	Board of Selectmen	3 years

Requesting Appointment: **One application on file**

Energy Committee (11 members total)

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

Requesting Appointment:

1 BOS Rep BOS Term



BOARD OF SELECTMEN

AGENDA ACTION REQUEST

Meeting Date: April 9, 2019

Finance Committee (9 members, 2 alternate)

Vacant Positions	Appointing Authority	Length of Term
1 Position	Town Moderator	3 years
2 Alternate Positions		3 years

Requesting Appointment: No applications on file

Herring Warden (1 Warden, 1 Assistant Warden)

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

Requesting Appointment: No applications on file

Human Rights Commission (1 Representative)

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

Requesting Appointment: No applications on file

Marina Advisory Committee (7 Members, 2 Alternates)

Vacant Positions	Appointing Authority	Length of Term
1 Alternate Position	Board of Selectmen	2 years

Requesting Appointment: No applications on file

Natural Resources Advisory Board (At least 3 Members)

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

Requesting Appointment: No applications on file

Open Space Committee

(7 Members)

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

Requesting Appointment: No applications on file

Personnel Board (4 members + TA + FinCom Rep)

Vacant Positions	Appointing Authority	Length of Term
2 Positions	Board of Selectmen	3 years

Requesting Appointment: No applications on file

Planning Board (7 members)

Vacant Positions	Appointing Authority	Length of Term
2 Positions	Board of Selectmen	3 years to complete term

Requesting Appointment: No applications on file

Recycling Committee (7 members)

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

Requesting Appointment: No applications on file

Social and Human Services Committee (5 members)

Vacant Positions	Appointing Authority	Length of Term
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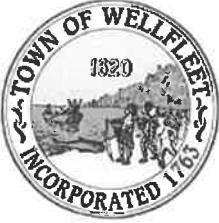


BOARD OF SELECTMEN

AGENDA ACTION REQUEST

Meeting Date: April 9, 2019

1 Position	Town Moderator	3 years
Requesting Appointment: No applications on file		
Zoning Board of Appeals (5 Members 4 Alternates)		
Vacant Positions	Appointing Authority	Length of Term
1 Alternate Position	Board of Selectmen	2 years to complete term
Requesting Appointment: One application on file		



BOARD OF SELECTMEN

AGENDA ACTION REQUEST
Meeting Date: April 9, 2019

IX

MINUTES – A

REQUESTED BY:	Executive Assistant
DESIRED ACTION:	Approval of Executive Session meeting minutes
PROPOSED MOTION:	I move to approve the Executive Session minutes of February 12 th , 2019 as amended.
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____

MINUTES – B

REQUESTED BY:	Executive Assistant
DESIRED ACTION:	Approval of work meeting minutes
PROPOSED MOTION:	I move to approve the Work Meeting minutes of February 19 th , 2019 as amended.
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____



BOARD OF SELECTMEN

AGENDA ACTION REQUEST
Meeting Date: April 9, 2019

IX

MINUTES – C

REQUESTED BY:	Executive Assistant
DESIRED ACTION:	Approval of Selectboard/SAB meeting minutes
PROPOSED MOTION:	I move to approve the minutes of February 25 th , 2019 as amended.
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____

MINUTES – D

REQUESTED BY:	Executive Assistant
DESIRED ACTION:	Approval of Executive Session meeting minutes
PROPOSED MOTION:	I move to approve the Executive Session minutes of February 26 th , 2019 as amended.
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____



BOARD OF SELECTMEN

AGENDA ACTION REQUEST
Meeting Date: April 9, 2019

IX

MINUTES – E

REQUESTED BY:	Executive Assistant
DESIRED ACTION:	Approval of Warrant Review meeting minutes
PROPOSED MOTION:	I move to approve the minutes of March 4th, 2019 as amended.
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s): _____
VOTED:	Yea _____ Nay _____ Abstain _____

MINUTES – F

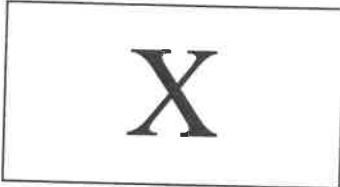
REQUESTED BY:	Executive Assistant
DESIRED ACTION:	Approval of meeting minutes
PROPOSED MOTION:	I move to approve the minutes of March 12th, 2019 as amended.
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s): _____
VOTED:	Yea _____ Nay _____ Abstain _____



BOARD OF SELECTMEN

AGENDA ACTION REQUEST

Meeting Date: April 9, 2019



ADJOURNMENT AND EXECUTIVE SESSION

REQUESTED BY:	BOS
DESIRED ACTION:	Enter in Executive Session based on G.L. c. 30A, §21(a)
PROPOSED MOTION:	<p>I move to adjourn the public meeting at _____ and enter in executive session for the following reasons:</p> <ul style="list-style-type: none"> • (2) To conduct strategy sessions in preparation for negotiations with non-union personnel or to conduct collective bargaining sessions or contract negotiations with non-union personnel. <ul style="list-style-type: none"> a. Police Chief b. Police Lt. c. Fire Chief d. DPW Director • (3) To discuss strategy with respect to collective bargaining or litigation if an open meeting may have a detrimental effect on the bargaining or litigating position of the public body and the chair so declares. <ul style="list-style-type: none"> a. Wellfleet Firefighters Union b. Wellfleet Communications Union c. Wellfleet Teamsters Union • (6) To consider the purchase, exchange, lease or value of real estate, the chair declares than an open meeting may have a detrimental effect on the negotiating position of the public body. <ul style="list-style-type: none"> a. Assessor's Map 17, parcel 34 Property owned by HDYLTA Trust
ACTION TAKEN:	<p>Moved By: _____ Seconded By: _____</p> <p>Condition(s):</p>
VOTED:	<p>Reinhart _____ Wilson _____ Carlson _____</p> <p>Bacon _____ Houk _____</p>

