



Board of Selectmen

The Wellfleet Board of Selectmen will hold a public meeting on Tuesday, October 8, 2013 at 7 p.m. at the Wellfleet Senior Center, 715 Old Kings Highway, Wellfleet, MA 02667.

- I. **Announcements, Open Session and Public Comment [7:00]**
- II. **Public Hearing(s) [7:15]**
 - A. Shellfish
 - a) (Con't from August 13, 2013) Applications received July 22, 2013 from Schooner Grady, Luene Grady and Michael Gregory to renew shellfish grant license # 95-15 for a ten year period
 - b) Application received September 5, 2013 from David O. Paine to transfer shellfish grant license # 851, 861B and 863 from Steven B. and David O. Paine to David O. Paine and Kristi L. Johns.
 - c) To amend the Town of Wellfleet Shellfishing Policy and Regulations by adding the sentence *Driving or parking on vegetated areas is prohibited* to section 6.5.4.
 - B. Proposed OysterFest Parking Fees
 - a) Charge \$15/vehicle at Town lots
- III. **Business**
 - A. Request for BOS letter of support for Solarize Wellfleet Project grant application [Elkin]
 - B. Request to close COA on the day after Thanksgiving [COA Director]
 - C. Proposed date for the joint BOS/FinCom Budget Review meeting of five largest Department Budgets - 12/17/13
 - D. Award of Water System Expansion Construction Contract [TA]
 - E. Award of Owner's Project Manager and Designer contracts for Elementary School Roof [TA]
- IV. **Town Administrator's Report**
- V. **Future Concerns**
- VI. **Correspondence and Vacancy Report**
- VII. **Minutes**
- VIII. **Adjournment**
- IX. **Executive Session**

The purpose for Convening Executive Session (MGL c. 30A, Sec. 21(a)):

 2. To conduct strategy sessions in preparation for negotiations with non-union personnel or to conduct collective bargaining sessions or contract negotiations with nonunion personnel, specifically the Department of Public Works Director contract.

Hearing cont from 8/13/13

TOWN OF WELLFLEET
PUBLIC HEARING

In accordance with MGL Chapter 130 Sections 52, 57, 58, 60, and 68 and all applicable Town Shellfish Regulations, notice is hereby given that the Wellfleet Board of Selectmen will hold a public hearing on Tuesday, August 13, 2013 at 7:15 p.m. in the Wellfleet Council on Aging to consider the following:

- application received July 22, 2013 from Schooner Grady, Luene Grady and Michael Gregory to renew shellfish grant license # 95-15 for a ten year period.

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

WELLFLEET BOARD OF SELECTMEN

APPLICATION FOR RENEWAL OF SHELLFISH GRANT LICENSE

Date: 7-17-13

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

I/We hereby request renewal of Shellfish Grant License # 95-15
located at Egg Island, in
Wellfleet MA, and consisting of 1 acres, and dated 8/21/95,
for a (five) (ten) year period.

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

Luene Goady
Signature
Michael Gregory
Schooner Goady
Name
100 Gull Rd Rd
P.O. 1183
Mailing Address
Wellfleet, Mass.

JUL 22 2013

508-349-2757
Telephone Number
508-367-2899



Wellfleet Shellfish Department



300 Main Street, Wellfleet, Massachusetts 02667

September 18, 2013

To: Board of Selectmen
Re: Recommendations
From: Andrew Koch Shellfish Constable

Application received July 22, 2013 from Schooner Grady, Luene Grady and Michael Gregory to renew shellfish grant license # 95-15 for a ten year period.

Schooner Grady, Luene Grady and Michael Gregory meet all the Town's minimum requirements and should have grant license # 95-15 renewed for a ten year period.

Respectfully Submitted,

Andrew Koch
Shellfish Constable

Phone (508) 349-0325



Fax (508) 349-0305

TOWN OF WELLFLEET
PUBLIC HEARING

In accordance with MGL Chapter 130 Sections 52, 57, 58, 60, and 68 and all applicable Town Shellfish Regulations, notice is hereby given that the Wellfleet Board of Selectmen will hold a public hearing on Tuesday, October 8, 2013 at 7:15 p.m. in the Wellfleet Council on Aging to consider the following:

- Application received September 5, 2013 from David O. Paine to transfer shellfish grant licenses # 851, 861B and 863 from Steven B. and David O. Paine to David O. Paine and Kristi L. Johns.
- To amend the Town of Wellfleet Shellfishing Policy and Regulations by adding the sentence *Driving or parking on vegetated areas is prohibited* to section 6.5.4

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

WELLFLEET BOARD OF SELECTMEN



Wellfleet Shellfish Department



300 Main Street, Wellfleet, Massachusetts 02667

October 4, 2013

To: Board of Selectmen
Re: Recommendations
From: Andrew Koch Shellfish Constable

Application received September 5, 2013 from David O. Paine to transfer shellfish grant licenses # 851, 861B and 863 from Steven B. and David O. Paine to David O. Paine and Kristi L. Johns.

Kristi L Johns meets all the Town of Wellfleet's minimum requirements and should be added to grants # # 851, 861B and 863

I recommend to amend the Town of Wellfleet Shellfishing Policy and Regulations by adding the sentence *Driving or parking on vegetated areas is prohibited* to section 6.5.4

Respectfully Submitted,

Andrew Koch
Shellfish Constable

Phone (508) 349-0325



Fax (508) 349-0305

6.5.4. Allowed Line of Access for Vehicles

Persons engaged in commercial shellfishing or aquaculture operating motorized vehicles on any tidal beach or flat or other land below the mean-high water line shall drive only on the foreshore of the tidal area below the high tide line but above the tidal flat, closely rounding every groin or other obstruction extending below the high water line, to a point opposite a licensed area, and thence to the licensed area. The traffic not directed to a licensed area shall be confined to the area below the high tide line above the tidal flat, closely rounding any groin or other obstruction extending below the high water line. Parking is permitted on the licensed area or in the access route to a licensed or legal harvesting area as described above. *Driving or parking on vegetated areas is prohibited.*

TOWN OF WELLFLEET
Town of Wellfleet Marina

Notice is hereby given that the Board of Selectmen will hold a public hearing on Tuesday, October 8, 2013 at 7:15 p.m. at the Wellfleet Council on Aging to discuss the following:

- To charge \$15 per vehicle at the Marina for Oysterfest parking and to charge for space to be used for Oysterfest sponsor displays.

WELLFLEET BOARD OF SELECTMEN

TOWN OF WELLFLEET

Notice is hereby given that the Board of Selectmen will hold a public hearing on Tuesday, October 8, 2013 at 7:15 p.m. at the Wellfleet Council on Aging to discuss the following:

- To charge \$15 per vehicle at Mayo Beach for Oysterfest parking.

WELLFLEET BOARD OF SELECTMEN

Amy Voll

From: micheleinsley@gmail.com on behalf of Michele Insley [michele@wellfleet-oysterfest.org]
Sent: Wednesday, October 02, 2013 2:26 PM
To: Harry Sarkis Terkanian; Amy Voll
Cc: Mac Hay; Alex Hay
Subject: Re: Discussion on Marina/Mayo Beach parking charge during OysterFest

Good afternoon Harry and Amy,

Thank you both for keeping the SPAT Board informed of changes that may affect parking during the Wellfleet OysterFest.

I shared the minutes from the September 24 Board of Selectman meeting regarding the parking fee at the Pier and Mayo Beach with the SPAT Board. They considered all of the ideas described in the minutes particularly the newly proposed location of handicapped parking. While expanding parking to the Wellfleet Council on Aging is a good idea, the Board cannot endorse it as a site for shuttle pick up. The SPAT Board, Matt Frazier who assists with infrastructure and the transportation company all agree that parking at the COA will cause the buses to be detained at the light. The bus routes/loop works most efficiently if can go over the bridge.

The SPAT Board would like to request that the Town designate as many spaces for handicapped parking as they feel comfortable at the Mayo Beach Lot. This is where festival attendees with disabilities have parked for some time and will go to seek parking with shuttle transport. We will continue to advertise this on our website and can have our staff post the necessary signage in this area.

The SPAT Board also understands the Marine Enterprise Fund uses the 'Fest as an opportunity to raise funds. The Board would like to amend its request for vendor parking to 100 spaces at \$10 each, a \$5 discount as a professional courtesy to our vendors. Please remind the BOS that the 'Fest is a community endeavor and that SPAT pays for the shuttle bus transportation to the Pier as well as the porto-johns and trash receptacles in this area.

Thank you again for your support.

Best,
Michele

Michele Insley
Manager SPAT/Wellfleet OysterFest
Home Town Flavor, Big Time Fun!
michele@wellfleet-oysterfest.org
[508.360.7227](tel:508.360.7227)

On Wed, Sep 25, 2013 at 2:54 PM, Amy Voll <amy.voll@wellfleet-ma.gov> wrote:

Good afternoon Michele,

Solarize Wellfleet Executive Overview

The Massachusetts Clean Energy Center (“MassCEC”), in conjunction with the Department of Energy Resources (“DOER”), is releasing an RFP to Massachusetts cities and towns for participation in the second round of the 2013 Solarize Massachusetts Program.

The Wellfleet Energy Committee would like to apply to be included in this round, and is seeking the approval of the Board of Selectmen to proceed. As part of the RFP submission, we need to include a letter of from the selectmen committing to Wellfleet’s full participation and cooperation with the MassCEC in this program

This program is intended to encourage adoption of solar photovoltaic (PV) projects through community education, outreach and marketing efforts. It includes a group purchasing arrangement, with a tiered pricing structure based on number of installations, which will help to drive down the installation cost of small-scale solar PV installations in Wellfleet.

Participation by homeowners and small businesses in Wellfleet is voluntary and predicated on their commitment to renewable energy and to the financial benefits it will bring to the purchaser. Homeowners and business owners will be offered both purchase and leasing arrangements.

The town’s participation is primarily to be carried out by volunteers, under the aegis of the Energy committee. The selectmen will need to designate a “municipal representative” who will lead the installer selection process, help review the permitting process and be a liaison with town departments.

The town will evaluate Installer proposals and conduct the selection process. The energy committee will form a core team to manage volunteer efforts to engage residents by means of information sessions, marketing efforts and community outreach. The committee will collaborate with Mass Audubon and other civic associations to assist in recruiting volunteers and reaching out to homeowners.

Participation in this program by Wellfleet brings MassCEC’s guidance, advice and marketing assistance. It also brings structure to the town’s efforts. It also brings a certain rigidity to the conduct of the program.

As advertised, the marketing effort will be conducted from January to June of 2014. We have asked MassCEC if we can conduct the Wellfleet marketing campaign during a period that includes May through September of 2014 in order to maximize the participation of second home owners and “snowbirds” who would not be here during the key months of the marketing program. If we do not get an acceptable answer to our question, we will probably not participate.

The deadline for submitting our proposal is October 22.

BOS APPROVAL DOC (From "Attachment A" in packet)



List any Communities that you are partnering with in this application.

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Applicant Acceptance

The undersigned is the Chief Executive Officer of the Applicant listed below. The Chief Executive Officer is defined as the manager in any city having a manager and in any town having a city form of government, the mayor in any other city, and the board of selectmen in any other town unless some other officer or body is designated to perform the functions of a chief executive officer under the provisions of a local charter or laws having the force of a charter.

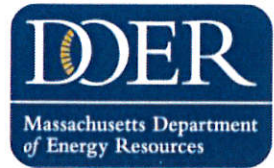
The Applicant has read and understands the RFP requirements. The undersigned acknowledges that all of the terms and conditions of the RFP are mandatory.

The Applicant understands that all materials, except certain materials that may be exempt under a statutory or common law exemption, submitted as part of the application are subject to disclosure under the Massachusetts Public Records Law, as explained in Section 3.A. of the RFP, and acknowledges and agrees that MassCEC has no obligation, and retains the sole discretion to fund or choose not to fund the application set forth herein, and that MassCEC's receipt of the application does not imply any promise of funding at any time.

The Applicant understands that, if selected by MassCEC, the Applicant and MassCEC will detail and execute a contract that outlines the respective roles and responsibilities of the parties.

I certify that the statements made in this application, including all attachments and exhibits, are true and correct to the best of my knowledge.

Community	
Printed Name of Chief Executive Officer	
Signature of Chief Executive Officer	Date



2013 SOLARIZE MASSACHUSETTS: Round 2

Request for Proposals from Massachusetts Communities

RFP ID: MassCEC 2013-SMP-04

Posting Date: 09/12/2013

1. OPPORTUNITY SUMMARY:

The Massachusetts Clean Energy Center (“MassCEC”), in conjunction with the Green Communities Division of the Department of Energy Resources (“DOER”), is releasing a request for proposals (RFP) to Massachusetts cities and towns (“Communities”) to demonstrate local interest and engagement in participating in the second round of the 2013 Solarize Massachusetts Program (“Solarize Mass”). For purposes of this request for proposals (“RFP”), a Community does not need to be a designated Green Community in order to be eligible to participate in the Solarize Mass program. This program will drive Community adoption of solar photovoltaic (PV) projects through a partnership focused on localized marketing and installation efforts, which in turn will help to drive down the installation cost of small-scale solar PV installations within the selected communities through a group purchasing model. Round 2 of the 2013 Solarize Mass Program is based on the tremendous success of the initial Pilot, which took place in four communities in 2011, the 2012 Solarize Massachusetts program, which took place in 17 communities in 2012, and Round 1 of the 2013 program, which took place in 10 communities. Read the [Solarize Massachusetts Pilot Overview](#) and the [2012 Solarize Massachusetts Program Update](#) (posted at www.SolarizeMass.com) for more information on the 2011 and 2012 programs, the results, and some important lessons learned.

MassCEC and DOER are conducting the second of two rounds of the Solarize Mass program in 2013. Please see section 1.D. below for corresponding timeline for Round 2. As part of the second round of the program, MassCEC and DOER will plan to select a minimum of eight (8) communities (or groups of communities) to participate in the program.¹ Communities are welcome to apply to one or both rounds, but selected communities can only participate in the program once. Applications will be evaluated competitively, and communities that demonstrate that they have a clear and comprehensive outreach plan, an engaged volunteer team to educate residents and encourage them to sign up for a solar PV site assessment, as well as offer ideas on how to streamline the permitting processes around small-scale solar PV installations, will be highly competitive. If there is benefit to pooling resources or efforts, communities may form partnerships and respond to this RFP as a group, as long as each Community within the partnership is located adjacent to at least one other Community in the partnership (i.e. they are contiguously located). A group proposal may include up to three partner communities. Note that if communities respond to this RFP as a group, each Community will be responsible for demonstrating that it will meet the proposal requirements and evaluation criteria outlined below.

¹ A community is not eligible to apply if it has already participated in a Solarize Massachusetts program.

A. PROGRAM OVERVIEW AND GOALS:

Program Description

The aggregation of multiple small-scale solar PV installations within a Community provides opportunities to realize economies of scale for the solar PV Installer, and ultimately cost savings for the customer. Installation prices for small-scale solar PV installations are generally higher than large-scale installations, in part due to the extra cost of customer engagement and acquisition – including marketing, advertising, and negotiating with multiple customers. By educating and engaging the local Community, streamlining marketing efforts, and aggregating sales, Round 2 of the 2013 Solarize Mass program will help drive down the cost of solar PV projects and make them a more accessible energy option for residents.

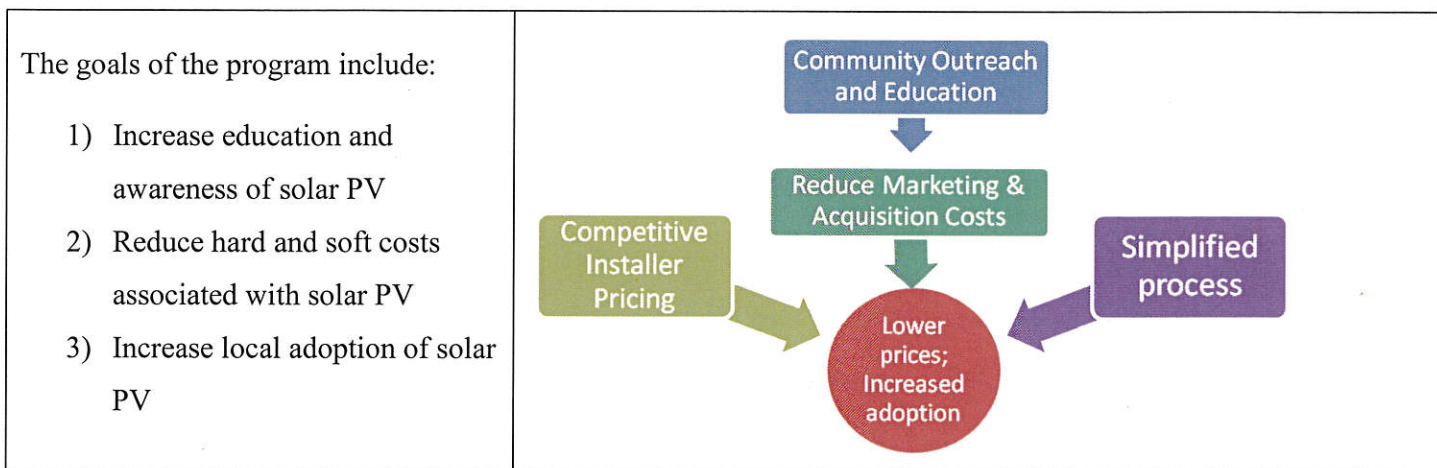


Figure 1. The goals of Solarize Massachusetts and the methods deployed to save the customer money on a solar PV project.

Through this RFP, MassCEC will competitively select a minimum of eight (8) communities (or group of communities) to participate in Round 2 of the 2013 Solarize Massachusetts program. Each Community is required to designate a Community Solar Coach, and upon selection, the Community Solar Coach will collaborate with MassCEC, organize Community meetings, delegate volunteer activities and responsibilities, and manage outreach efforts. The Community Solar Coach and core volunteer team will have the opportunity to receive training on the Solarize Mass program and how to answer common questions about solar PV for local residents. MassCEC will also help the selected communities (or group of communities) to procure a solar PV Installer for their Community that will provide competitive pricing for solar PV installations. It is expected that customers participating in the program will save more as the total contracted capacity of solar PV within the Community increases. This will occur in two ways, depending on whether a customer purchases their solar PV system outright or enters into a Power Purchase Agreement (PPA) or Lease. For customers that purchase a system under the program, the tiered pricing model results in a progressively greater reduction in the total purchase cost. Customers that enter into PPAs or Leases will receive a greater financial incentive from the Installer as higher tiers of aggregate capacity within a Community are reached.

The overall program goal is that marketing support from MassCEC, involvement of the Community in the customer acquisition process and competitive, tiered pricing and other financial incentives from the Installer will form a three-way partnership that reduces costs and greatly accelerates the penetration of solar PV in a given Community. The [Solarize Massachusetts Pilot Overview](#) and the [2012 Solarize Massachusetts Program Update](#) describe the process and results of the program to date.

To help accomplish the program goals, MassCEC will assist the Community and the selected Installer to deploy an outreach and marketing strategy to enhance local interest in solar PV technology, as well as alleviate some of the marketing and acquisition costs associated with small-scale solar PV installations. Each Community (even if participating as a group) will receive standardized marketing materials, as well as a \$2,500 marketing grant to utilize for Community-specific marketing needs (as approved by MassCEC). Of the \$2,500 marketing grant, up to \$500 may be used by the Community as a stipend for the Community Solar Coach. If the Community wishes to pay the Community Solar Coach a stipend, it is the responsibility of the Community to determine the feasibility and administration of remitting such payment. Please see Section 1.B. for more information about the Community Solar Coach role and time commitment. In addition to MassCEC’s marketing and education toolkit, MassCEC will lead strategic Community meetings (the Solar 101 and Meet Your Installer education sessions), where various stakeholders, including Community and other municipal representatives, MassCEC, and the selected Installer will meet with residents to increase awareness of solar energy and its benefits. The general roles of each party are outlined in Section 1.B. and Chart 1 below.

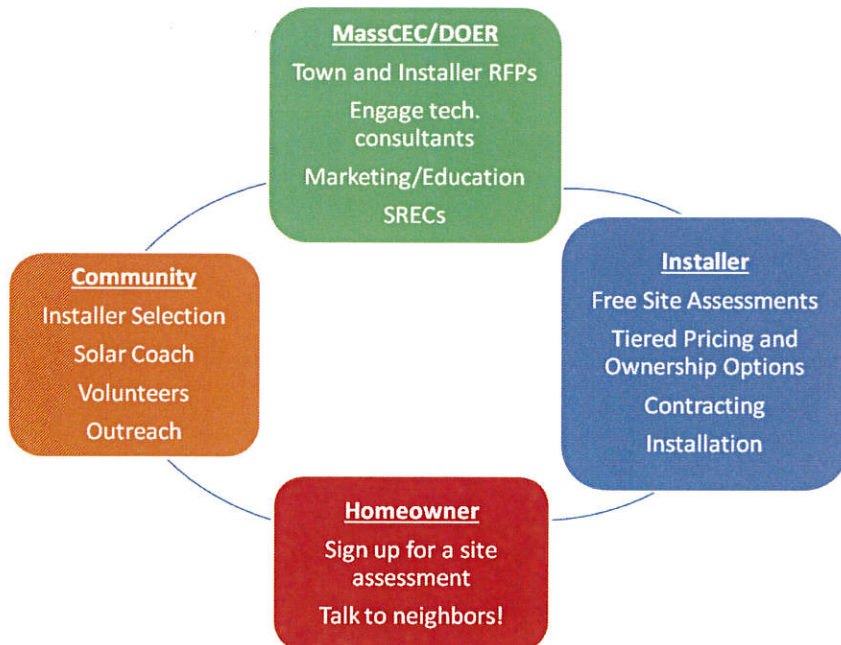


Figure 2. Anticipated roles of the different parties in Solarize Massachusetts

Starting around February 2014, interested customers in the selected Community will be able to contact the Installer and sign up for a site assessment. Customers with sites that are deemed feasible for a solar PV project will have the option to contract with the Installer before the program deadline of June 30, 2014. The Installer will be the technical expert responsible for assessing individual sites, working with interested customers to design appropriate systems, and contracting with customers for installation of solar PV systems. The Installer will be responsible for completing each solar PV installation within one year of application approval.

Roles, Responsibilities, and Time Commitments

Chart 1 below outlines the roles of the different parties under Solarize Massachusetts.

	MassCEC/DOER	Community Solar Coach	Municipal Representative	Installer
Procurement	<ul style="list-style-type: none"> * Procure Communities * Release RFP to select Installers and determine if Installer proposals meet threshold requirements * Assist communities to select Installer 	<ul style="list-style-type: none"> * Evaluate Installer proposals & assist in selection 	<ul style="list-style-type: none"> * Evaluate Installer proposals & lead in the selection process 	<ul style="list-style-type: none"> * Submit competitive proposal(s)
Reduce Cost to Customer	<ul style="list-style-type: none"> * Regulations for the SREC program 	<ul style="list-style-type: none"> * Primary driver to managing volunteer team efforts to engage residents and enhance the group purchasing model 	<ul style="list-style-type: none"> * Leverage other funds (if applicable). * Assist in streamlining the permitting process (if possible). 	<ul style="list-style-type: none"> * Provide competitive tiered pricing for customers purchasing solar PV systems, and other financial incentives for PPA and Lease customers
Marketing	<ul style="list-style-type: none"> * Provide Marketing & Education Toolkit to Community. (May include lawn signs, banners, educational materials, etc. and tools for Community Solar Coach) * Attend some Community events 	<ul style="list-style-type: none"> * Reach out to local Community organizations, potential partners, and volunteers. * Organize volunteer distribution of information and marketing materials * Organize and mobilize Community networks over the course of program. 	<ul style="list-style-type: none"> * Demonstrate municipal support for program * As applicable, utilize municipal communication, meetings or events to encourage Community awareness of program * Leverage additional funds (if applicable) 	<ul style="list-style-type: none"> * Partner with Community Solar Coach to finalize combined outreach plan and disseminate information on program (as appropriate).
Education	<ul style="list-style-type: none"> * Educate Community Solar Coach and volunteer team on program and solar basics * Facilitate a Solar 101 and a Meet the Installer Community presentations. 	<ul style="list-style-type: none"> * After Solar 101, serve as point person for questions on program mechanics and basic solar information. 	<ul style="list-style-type: none"> * Provide link to Solarize Mass Community website on Municipal webpage (if possible) 	<ul style="list-style-type: none"> * Serve as the technical expert on solar.

Communication	<ul style="list-style-type: none"> * Will provide a Solarize Mass website * Will provide press releases and media outreach as appropriate * Will develop a Communications Guide with standard "talking points" for selected communities to use when explaining the program. 	<ul style="list-style-type: none"> * May develop communication tools unique to Community (i.e. Facebook page, Google group, etc.) 	<ul style="list-style-type: none"> * Can utilize town-wide resources (i.e. email listings or website) if appropriate 	<ul style="list-style-type: none"> * May work with Community Solar Coach to develop tools (as appropriate). * Will develop a portal to facilitate customer sign-up
Solar Installations			<ul style="list-style-type: none"> * Clarify and outline permitting process for solar PV projects in Community 	<ul style="list-style-type: none"> * Provide site assessments, system design, & a turnkey installation to customers

Chart 1: Outline of the anticipated roles of the different program participants.

****NOTE: MassCEC, Community, & Installer will participate in a bi-weekly check-in call. In addition, all parties will agree to share all communication email lists.**

The main role of the Community Solar Coach is to be the primary contact between MassCEC, DOER, the Community, and the Installer. The Community Solar Coach will manage the outreach and education efforts of the core volunteer team and additional Community volunteers, and to answer basic questions about solar PV. It is encouraged that communities not only designate a Community Solar Coach to manage outreach efforts, but also develop a core volunteer team that includes an additional 1 to 4 volunteers. Program experience has shown that defining the volunteer team structure at the onset of a Solarize Mass program can be tremendously beneficial. Once a Community is selected, this initial volunteer recruitment effort will help to prepare a Community to begin the program outreach immediately. It is recommended that each individual volunteer be considered for specific outreach efforts, and depending on their interest and skillset, they could be the driving force of a particular aspect of Community the outreach campaign. The following are examples of core volunteer roles; chair of electronic communication, event planning, business outreach, volunteer development, person-to-person outreach, etc. These roles are not exhaustive and may or may not be applicable depending on Community specific volunteer team configuration. Figure 3 below offers an example of a hypothetical volunteer team structure that encourages good communication and delegation of volunteer activities.

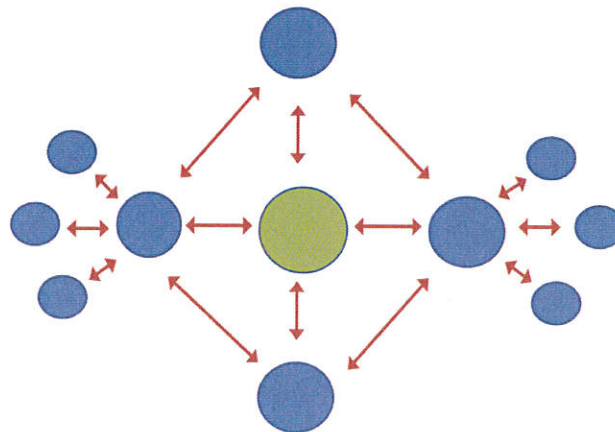


Figure 3. Hypothetical Solarize Mass Community volunteer team structure

Please review *Community Solar Coach Program Duties and Commitments Form* (Attachment D) for further details about Community Solar Coach requirements. The Community Solar Coach for selected Communities will be required to sign this document in order to participate. Other core members of the volunteer team are encouraged, but not required, to submit a *Volunteer Support and Commitment Form* (Attachment F). Please note that an individual who works for a solar PV installer may be part of a Community volunteer team, but will not be allowed to take on the role of Community Solar Coach.

As the Community volunteer team is the primary driver of the Solarize Mass program within a Community, the success of the program is heavily correlated to the planned outreach and education efforts of the volunteers. Please note that during the 2011 Pilot and 2012 Solarize Mass programs, participating communities reported that total volunteer activity hours within a Community were between 400 to 600 hours during the course of the program. Whether the volunteer hours were broken up among a large or small group of volunteers, communities should be aware of this time commitment when applying to participate as part of the Solarize Mass program and developing the volunteer team structure.

B. ELIGIBLE COMMUNITY:

In order for a Community (in this case a municipality) to be eligible to submit an application, the following requirements must be met:

- The Community must be serviced by an investor-owned utility (NSTAR, National Grid, WMECO, Unitol) or municipal utility that pays into the Massachusetts Renewable Energy Trust, and not have previously participated in the Solarize Massachusetts Program;
- The Community must have an Energy or Sustainability Committee that has been meeting regularly for at least one year prior to the release of this RFP;
- The Community must have within its border at least 1,000 owner-occupied residences in order to be eligible to apply as an individual Community. Communities with fewer than 1,000 owner-occupied residences are eligible to apply if they partner with up to two (2) contiguously located municipalities²;
- The Community must submit to MassCEC a completed application form (Attachment E), including a proposal on how to make Solarize Massachusetts a successful marketing and adoption campaign;
- The application must include a letter from the Community's Chief Executive Officer committing to the Community's full participation and cooperation with the MassCEC in this program. The "Chief Executive Officer" is defined as the manager in any city having a manager and in any town having a city form of government, the mayor in any other city, and the board of selectmen in any other town unless some other officer or body is designated to perform the functions of a Chief Executive Officer under the provisions of a local charter or laws having the force of a charter; and
- The Community must provide a complete application. Incomplete applications will be returned and will only be considered if made complete by the deadline of October 22, 2013.

² See section 2.A. regarding the requirements for group proposals.

C. FUNDING AVAILABILITY:

MassCEC will provide each selected Community with the marketing and education toolkit, as well as \$2,500 to use for local marketing and outreach efforts.

D. TIMELINE:

A proposed timeline for the RFP process and program is outlined below. **Please note that this is an estimated timeline and dates may be subject to change.**

2013-2014 Solarize Massachusetts Schedule	Round 2
RFP for Communities: Released	September 12, 2013
Deadline to submit Community RFP Questions	September 30, 2013
MassCEC to post Community RFP FAQ	October 7, 2013
RFP for Solar Installers: Released	October 17, 2013
RFP for Communities: Due	October 22, 2013
MassCEC/DOER Interview Communities that submitted proposals (see section E below)	November 5 & 6, 2013 (anticipated)
Announce Selected Communities	Late November, 2013 (anticipated)
RFP for Solar Installers: Due	Eight business days after Community selection announcement
Solarize Mass Community Volunteer Training	Mid-December
MassCEC, DOER, and Community external review team review and score Installer proposals	January 2014
Community-Installer Interview Day (see section F below)	Late January 2014
Community Solar 101 Presentations with MassCEC	January, 2014
Announce Selected Solar PV Installers	Early February, 2014
Outreach Strategy Development with Installer	February, 2014
Customer Sign-Up Period Begins	February, 2014
Customer Sign-Up Period Ends	June 30, 2014
Installer Final Report of projects due to MassCEC	July 15, 2014
Deadline for Installations	One year after project application approval

E. COMMUNITY INTERVIEW

As part of the Community selection process, MassCEC will conduct an in-person or phone interview with the prospective Community. Representatives from the Community involved in the interview will include the proposed Municipal Representative and Community Solar Coach. Additional Community volunteers are welcome to participate, but are not required. MassCEC may ask questions that clarify the volunteer team structure, the proposed marketing and outreach plan, and overall Community interest and capacity in hosting a Solarize Mass program.

F. INSTALLER SELECTION PROCESS AND INTERVIEW DAY:

As part of the Installer selection process, selected Communities will appoint an External Review team to review installer proposals that have met threshold requirements. The External Review team will be made up of the Municipal Representative, the Community Solar Coach, and up to one additional representative selected by the Municipal Representative³. For communities that are participating as a group, the External Review team will be comprised of the Municipal Representative and the Community Solar Coach from each Community, but an additional representative will not be eligible to participate. The External Review team should be prepared to allocate appropriate time to review installer proposals during late December 2013/early January 2014. In partnership with MassCEC, DOER and a technical consultant, the External Review team will select the top three scoring installers to invite to an Interview Day. MassCEC and DOER will host the Interview Day in mid-late January 2014, during which time MassCEC, the External Review team and the Technical Consultant will have the opportunity to interview the installers. At least one (1) member of the External Review team must be present at the Interview Day. Conference lines will be available so that other members of the External Review team have the option to participate remotely. More information about this event will be provided to the Communities selected to participate in the program. After the completion of the event, the Community External Review team, with input from MassCEC, DOER and the technical consultant, will select their first choice of installer. MassCEC will then move forward to contract with the installer on behalf of the Community for the duration of the Solarize Mass program timeline.

G. APPLICATION DEADLINE:

Responses to this RFP must be received by MassCEC **no later than 4:00pm on October 22, 2013**. Only complete, timely responses will be considered. Responses to this RFP must be submitted electronically to Solarize@MassCEC.com . MassCEC, at its sole discretion, may determine whether an application is complete.

H. ANTICIPATED TERM OF CONTRACT:

A draft *MassCEC-Community Contract* is attached to this RFP (Attachment C). It is essential, in order to meet the program goals and timelines, that communities are prepared to execute a contract with MassCEC soon after their selection. Therefore, each applicant Community must review the Terms and Conditions outlined in the draft *MassCEC-Community Contract* and provide comments on those Terms and Conditions at the time of application. MassCEC's selection of a Community pursuant to this RFP does not mean that MassCEC accepts all aspects of the proposal. MassCEC reserves the right to make modifications, which may be requested and agreed to during contract execution.

MassCEC anticipates that the term of the contract with each Community will commence in December 2013 and continue for one year after the end date of the program.

³ No member of the External Review team can be affiliated (either directly employed or contracted for employment) with a solar PV installation company.

I. QUESTIONS AND CONTACT INFORMATION:

Please submit all questions to the Solarize Massachusetts Team, at solarize@masscec.com by September 30, 2013. “Solarize Massachusetts RFP –Community” must appear in the email subject line. Responses to submitted questions, and other Frequently Asked Questions, will be posted by October 7, 2013 at 5:00pm on www.SolarizeMass.com.

2. PERFORMANCE AND RESPONSE SPECIFICATIONS:

A. PROPOSAL REQUIREMENTS:

Proposals are due at the Massachusetts Clean Energy Center no later than 4:00pm (EDT) on October 22, 2013. The Proposal must be in electronic form, including a scanned completed *Signature and Acceptance Form* (Attachment A), a completed *Notice of Confidential Information Cover Letter* (Attachment B) if applicable, a letter of support from both the Chief Executive Officer and Energy Committee, and a completed *Proposal Checklist & Application* (Attachment E), and should be submitted via email to the Solarize Massachusetts Team at Solarize@masscec.com. Please note that MassCEC will not accept electronic signatures. “Solarize Massachusetts RFP – Massachusetts Communities” must appear in the email subject line.

Proposals submitted after the deadline will not be accepted. Only complete proposals will be accepted. MassCEC at its sole discretion may determine whether an individual application is complete. An announcement of the selected Communities is anticipated to take place in late November 2013.

Proposals must contain the following:

1) Letter from each municipal Chief Executive Officer containing the following:

- **Statement of Commitment:** A statement of commitment of the Community’s full participation and cooperation with the MassCEC in this program.
- **Municipal Representative:** Identification of a Community official who will help to facilitate the program within the Community.
- **Community Solar Coach:** Identification of a local point of contact (paid staff or volunteer) to collaborate with MassCEC in organizing Community meetings and managing volunteer outreach efforts. This individual will be responsible for participating in MassCEC’s training program, organizing events and outreach efforts, and facilitating customer interest around the program.
- **Community Energy/Sustainability Committee:** Attestation that a Community Energy or Sustainability Committee has been meeting regularly for at least one year prior to release of the Solarize Mass: Massachusetts Communities RFP release date.
- **Utility Area Networks:** Acknowledgment that if there are any Utility Area Networks within the Community, residences located in those areas may not be able to participate in program due to utility interconnection constraints. Communities should contact their appropriate electric utility to determine if there are Utility Area Networks territories within their boundaries.

- **Contract Review:** MassCEC requests that each Community review the outlined Terms and Conditions in the draft *MassCEC-Community Contract* (Attachment C). If there are any objections to the terms of the contract, each Community must let MassCEC know when submitting the RFP proposal. If no comments are provided, it is expected that the selected Community will sign the MassCEC-Community contract in a prompt manner.
- **Partnership:** If communities partner together to participate in the program, MassCEC requests verification of that partnership, along with a commitment from each Community that they plan to work together to achieve success under the program.
- **Experience with solar:** If applicable, demonstrate that the Community has experience with solar PV (either through a municipal project or other solar PV related activities).

2) Letter of Support from Community Energy Committee

- MassCEC requests a letter be submitted by the community Energy Committee demonstrating their support of a Solarize Mass program in their Community. The letter may also clarify whether the energy committee will play any direct role in the design of Community outreach efforts or the launch of the program.

3) Community Solar Coach Personal Statement

- MassCEC requests a signed personal statement (no more than 300 words) from the appointed Community Solar Coach demonstrating his/her interest in and commitment to the program, expected role as part of program, and note of having reviewed the *Community Solar Coach Program Duties and Commitments*.

4) Volunteer Commitment Form

- MassCEC requests (but does not require) that at least one member of the core volunteer team submit a signed Volunteer Commitment Form.

5) Proposal Checklist and Application Template

- **Completed *Proposal Checklist and Application Template* (Attachment E)**
- **Community Outreach Plan containing the following:**
 - Team:
 - Provide a description of the designated team (both volunteer and paid, if applicable) for the Community. Please clarify any volunteer roles listed as part of the team diagram as they pertain to the proposed marketing and outreach efforts. Discuss how or whether the team will utilize the experience of the Community energy committee.

- Describe an instance where members of the team or volunteer group have successfully implemented a Community outreach effort (i.e. a project, initiative, etc.).
 - Please list all groups and organizations with which the Community will collaborate in conducting outreach for the Solarize Massachusetts program. If possible, please include letters of support from these various groups or organizations.
- Team Diagram: Using the template diagram as shown in the Team Diagram section of the *Proposal Checklist and Application Template* (Attachment E), please clarify the structure of the Community volunteer team, including expected roles, and how volunteers will communicate and interact with each other. Include Solar Coach and Municipal Representative roles. If there is a volunteer role that is expected to be utilized during the course of the Solarize Mass program, but there is not a specific individual yet assigned to the role, list only the role as a placeholder position. It is expected that team structures may differ greatly, so the diagram should be modified as needed.
 - Community: Describe the basic attributes of the Community, including but not limited to population, number of owner occupied residences, and other Community characteristics.
 - Marketing & Outreach: Outline a marketing plan that describes methods to create Community awareness around the Solarize Mass program, encourage participants to sign up for a solar site assessment, and encourage the adoption of solar PV installations. This may include outreach methods such as Community events, tabling, mailings, social media, banners, flyers and signs, and engaging Community partners that can assist with these efforts. Describe ways in which the Community marketing and outreach strategy could increase the number of sign-ups for a solar site assessment and expand solar PV adoption within the Community. Provide a plan for implementation, including how to engage additional Community members and volunteers. This should include an outreach activity timeline, expected volunteer activity hours, and preliminary goals for Community participation and solar PV adoption during the program.

Include information on where Community events could be held, including the Solar 101 meeting, which is anticipated to occur in January, 2014. The Community should demonstrate that the available facility(ies) will be able to accommodate at minimum 100 attendees, and will have presentation capability (i.e. microphone, presentation slide, projector, etc.). Finally, demonstrate that the Community's team has reviewed the [Solarize Massachusetts Pilot Overview](#) and [2012 Solarize Massachusetts Program Update](#), and that the team is aware of the lessons learned under the 2011 and 2012 programs. Communities may also review the *2012 and 2013 Solarize Mass Community Marketing Proposals*, which provide information on the marketing and outreach plan of

the communities selected under the 2012 and Round 1 of the 2013 Solarize Mass programs.⁴

- **Budget:** Identify a preliminary budget of how the \$2,500 Community marketing grant would be utilized.

Optional: Tie potential expenditures to an outreach activity timeline or known events that will be taking place during the course of the Solarize Mass program. **In addition,** if the Community plans to provide additional financial assistance to the program, please outline how those funds might be used.

- **Permitting:** Identify the local permitting process for solar PV projects within the Community. This should include, but is not limited to, information on the building and electrical permitting process and fee structures, as well as the permitting process for any local Historic or Conservation Commissions that may require engagement on projects. Identify potential streamlining ideas or efforts that could be implemented in anticipation of large numbers of project permit applications. Also note any restrictions to placing signs or banners in public places, or the use of lawn signs at private residences participating in the program.
- **Local Interest:** Demonstrate that there is significant interest in the Community to participate and drive a successful program. It is highly recommended that communities conduct a survey or poll to gauge interest, and to develop an initial list of interested residents, or potential volunteers. In addition, it may be helpful during the Installer selection process to have a general sense of whether more residents in your Community would prefer to purchase a system or enter into a Power Purchase Agreement or Lease (Note: Installers will be required to offer both options).
- **Group Proposal (if applicable):** In order for communities to submit a group proposal, they must fulfill the following:
 - A group proposal may include three or fewer partner communities;
 - Each Community must be located contiguously (i.e. share a border) with at least one of the partner communities;
 - Partnering communities must demonstrate the benefit of responding to this RFP as a group;
 - Communities must demonstrate a history of partnership;
 - Communities must outline how marketing and outreach efforts will be deployed. Note: each Community within a selected group proposal will receive a \$2,500 marketing grant from MassCEC.
 - Communities must identify an agreed upon location to host the Solar 101 and Meet the Installer Night Community meetings. This location should accommodate at least 100

⁴ The 2012 and 2013 Solarize Community Marketing Proposals can be accessed on the www.solarizemass.com webpage and selecting Solarize Mass Community Marketing Proposals under the 'Other Solarize Mass Resources' Section.

attendees at minimum. Please note that MassCEC will only perform one Solar 101 and one Meet the Installer Night for each group of communities.

B. EVALUATION CRITERIA:

All proposals must meet Solarize Massachusetts objectives and must be responsive to the relevant scope of work and proposal requirements outlined above. Proposals will be generally evaluated on the criteria below:

- **Overall quality:** overall quality of proposal; well-thought-out proposal components;
- **Team:** degree of team's outreach experience, breakout of volunteer roles, demonstration of volunteer team capacity to drive program and the breadth of partnerships identified in proposal. Additional consideration will be given to communities that have direct experience with a municipal solar PV project, or other solar-related activities;
- **Marketing Plan and Budget:** overall quality (and creativity) of marketing plan and use of grant budget, demonstrating lessons learned from the first Solarize Mass Pilot and 2012 Solarize Mass program. Additional consideration will be given to communities that can provide innovative marketing and educational outreach plans;
- **Additional resources:** the extent to which additional resources (both financial and otherwise) are identified and potentially committed to the program;
- **Permitting:** degree to which Community can outline the permitting process for solar PV projects and identify any process or cost streamlining efforts;
- **Proposed methodology:** ability of proposal to drive resident awareness and interest in the program, sign-up for site assessment, and Community adoption of PV projects.
- **Group proposal (if applicable):** demonstrate the advantages to responding to the RFP as a group rather than individual Communities;

3. GENERAL REQUEST FOR RESPONSE CONDITIONS:

A. NOTICE OF PUBLIC DISCLOSURE:

General Statement

As a public entity, MassCEC is subject to Massachusetts' Public Records Law, codified at Chapter 66 of the Massachusetts General Laws. Thus, any documentary material, data, or other information received by MassCEC from an applicant is a public record subject to disclosure. Materials that fall under certain categories, however, may be exempt from public disclosure under a statutory or common law exemption, including the limited exemption at Massachusetts General Laws Chapter 23J, Section 2(k) regarding confidential information submitted to MassCEC by an applicant for any form of assistance. For more information on how to assert a claim of confidentiality for these categories of materials, please see the Notice of Confidential Information Cover Letter in Attachment B.

B. CONTRACTUAL REQUIREMENTS:

Upon MassCEC's authorization to proceed with the proposal, MassCEC and the selected Community will execute a contract which will set forth the respective roles and responsibilities of the parties. See Attachment C for a draft version of this contract.

C. WAIVER AUTHORITY:

MassCEC reserves the right, at its sole discretion, to waive minor irregularities in submittal requirements, to modify the anticipated timeline, to request modifications of the application, to accept or reject any or all applications received, and/or to cancel all or part of this RFP at any time prior to awards.

D. DISCLAIMER:

This RFP does not commit MassCEC to award any funds, pay any costs incurred in preparing an application, or procure or contract for services or supplies. MassCEC reserves the right to accept or reject any or all applications received, negotiate with all qualified applicants, cancel or modify the RFP in part or in its entirety, or change the application guidelines, when it is in its best interests.

Attachment A

Authorized Applicant Information and Acceptance Form

Applicant Information

Applicant: Community	
City or Town Name	Street Address
Date of Green Community Designation (if applicable, not required)	City/Town State Zip Code
Municipal Representative Contact	
Municipal Contact Name / Title	Signature
Telephone	Email
Community Solar Coach	
Name / Title	Signature
Telephone	Email
Additional External Review Team Participant (not applicable for group proposals)	
Participant Name / Title	Signature
Telephone	Email
Organization/Individual who compiled this Application (if not the Community Solar Coach or Municipal Representative noted above)	
Name / Title	Signature
Telephone	Email



List any Communities that you are partnering with in this application.

--	--

Applicant Acceptance

The undersigned is the Chief Executive Officer of the Applicant listed below. The Chief Executive Officer is defined as the manager in any city having a manager and in any town having a city form of government, the mayor in any other city, and the board of selectmen in any other town unless some other officer or body is designated to perform the functions of a chief executive officer under the provisions of a local charter or laws having the force of a charter.

The Applicant has read and understands the RFP requirements. The undersigned acknowledges that all of the terms and conditions of the RFP are mandatory.

The Applicant understands that all materials, except certain materials that may be exempt under a statutory or common law exemption, submitted as part of the application are subject to disclosure under the Massachusetts Public Records Law, as explained in Section 3.A.of the RFP, and acknowledges and agrees that MassCEC has no obligation, and retains the sole discretion to fund or choose not to fund the application set forth herein, and that MassCEC’s receipt of the application does not imply any promise of funding at any time.

The Applicant understands that, if selected by MassCEC, the Applicant and MassCEC will detail and execute a contract that outlines the respective roles and responsibilities of the parties.

I certify that the statements made in this application, including all attachments and exhibits, are true and correct to the best of my knowledge.

Community	
Printed Name of Chief Executive Officer	
Signature of Chief Executive Officer	Date

Attachment B

Notice of Confidential Information Cover Letter

This cover letter notifies MassCEC as to the confidentiality of information submitted by the applicant for support indicated below. If this cover letter is not included with information submitted to MassCEC when the information is received by MassCEC, then such information may be made publicly available without further notice to you. All confidentiality claims are subject to verification by MassCEC.

POLICY: As a public entity, MassCEC is subject to Massachusetts' Public Records Law, codified at Chapter 66 of the Massachusetts General Laws. Thus, any documentary material, data, or other information received by MassCEC, or created by MassCEC, is a public record subject to disclosure. Materials that fall under certain categories, however, may be exempt from public disclosure under a statutory or common law exemption, including the limited exemption at Massachusetts General Laws Chapter 23J, Section 2(k) regarding confidential information submitted to MassCEC by an applicant for any form of assistance.

PROCEDURE: In order to make a claim of confidentiality for these categories of materials that may be exempt from disclosure, you must:

- (1) Complete **all** fields below;
- (2) Submit this cover letter with any information for which you are requesting confidential treatment. Please submit a separate cover letter with each separate submission;
- (3) Prominently mark each page containing confidential information "CONFIDENTIAL"; and
- (4) Submit a copy of all non-confidential information (including any redacted versions of partially confidential documents) separate from all materials for which you request confidential treatment.

Name:	Address:
Category (check all that apply):	
<input type="checkbox"/> Information, documents, or data that consist of trade secrets	
<input type="checkbox"/> Information, documents, or data that consist of commercial or financial information regarding the operation of the business conducted	
<input type="checkbox"/> Information, documents, or data regarding the applicant's competitive position in a particular field or endeavor	
If substantial harm would result from disclosure, state what those harmful effects would be and their causal connection to disclosure of the information:	
Period of time for which confidential treatment is desired (e.g., until a certain date, until the occurrence of a specific event, or permanently):	
Date:	Signature:
Application Number (if applicable):	Printed Name (and title, if applicable):

ATTACHMENT C

MassCEC-Community Contract

[DATE], 2013

[COMMUNITY]

Re: Solarize Massachusetts Program

Dear [COMMUNITY],

Congratulations on your participation in the Solarize Massachusetts Program. The Massachusetts Clean Energy Center (“MassCEC”) is excited to collaborate with you to increase outreach, education and adoption of solar photovoltaic (“PV”) systems within your community.

This letter (the “Letter Agreement”) will set out the mutual understanding between MassCEC and the [COMMUNITY] (“Community”) regarding the Community’s participation in this program and the provision of marketing materials to the Community by MassCEC.

1. *Solarize Massachusetts Program*

a) The Community agrees to participate in the Solarize Massachusetts Program (the “Program”), which will drive the community adoption of solar PV projects through a partnership with MassCEC and the solar installer (the “Installer”) selected by MassCEC and the Community through a competitive process. As more customers within the community contract for the purchase of solar installations within the community, higher tiers will be reached, reducing the purchase price to all customers under the program. The financial incentive will also increase for customers who decide to enter into a Power Purchase Agreement (“PPA”) or a Lease Agreement under the Program as well.

2. *Marketing Grant*

a) MassCEC will provide the Community with marketing materials and in-kind services, including but not limited to, the marketing toolkit and trainings for the selected Community Solar Coach and Municipal Representative (the “Materials”). The Materials will be specific to the Solarize Massachusetts Program and will assist the community with its education, outreach and marketing efforts in order to gain attendance at local meetings, increase lead generation, and encourage participation in the Program. MassCEC will also participate in certain community events, including leading the Solar 101 Community event.

b) MassCEC will provide the Community, in accordance with Section 4 below, with up to Two Thousand Five Hundred Dollars (\$2,500) for the reimbursement of any miscellaneous marketing expenses directly related to the Program (the "Reimbursement Funds"), including, but not limited to, the costs of printing the Materials, postage for mailings, and any fees/deposits necessary to secure venues for community meetings (the "Expenses"). Up to Five Hundred (\$500.00) of the Two Thousand Five Hundred Dollars (\$2,500) of the Reimbursement Funds may be allocated, upon approval by the Community, as a stipend to the Community Solar Coach for services rendered during the Program (the "Stipend"). It is the responsibility of the Community to determine whether to and how to allocate the Stipend to the Community Solar Coach. The Community is not required to allocate any of the Reimbursement Funds as a Stipend, and may use all of the Reimbursement Funds for Expenses directly related to marketing and outreach. The Parties agree that this is a maximum authorization, and MassCEC is under no obligation to transfer the full amount to the Community, or any amount, in the event the Community does not satisfy any requirements upon it to be completed prior to disbursement.

3. Community Commitment and Deliverables

The Community agrees that it shall:

- a) Be the lead participant in the competitive selection of the Installer;
- b) Cooperate and collaborate with the MassCEC, the selected Installer, and the selected Community Solar Coach;
- c) Ensure that the Community Solar Coach agrees to, signs, and abides by the Program Terms and Conditions form;
- d) Ensure that all members of the External Review Team agree to, sign, and abide by the External Review Form;
- e) Refer to the Program as "Solarize Massachusetts" in all community outreach materials and marketing efforts and direct individuals interested in participating in the Program to www.solarizemass.com;
- f) Link to MassCEC's Solarize Massachusetts website, in the event the Community sets up its own website to publicize the Program;
- g) Request approval from MassCEC for all Community-developed marketing materials in advance of distribution. The Community agrees that MassCEC shall have the right to make use of and disseminate, in whole or in part, all work products, reports, and other information produced by the Community in the course of the Program. Community agrees to include the "MassCEC", "Solarize Massachusetts" and "Installer" logos on **any** additional outreach materials that may be developed directly by the Community;
- h) Provide MassCEC, upon request, with all email addresses of leads and contacts collected through the Program;

i) Notify MassCEC in advance and collaborate with MassCEC on any events or news conferences concerning the Program. In any media produced by the Community, the Community will not represent that positions taken or advanced by it represent the opinion or position of MassCEC. All media produced by the Community is subject to MassCEC approval;

j) Develop and track a plan to disperse marketing materials to be provided to MassCEC in order to evaluate how successful various disbursement methods were relative to the sign-up and adoption rate within the community;

k) License or otherwise make available to MassCEC in perpetuity, without charge, all non-confidential materials prepared and produced for the Program, including without limitation, all plan and analyses developed in connection with the Program for MassCEC's use and public dissemination;

l) Provide feedback at the end of the Program to assist MassCEC in the analysis of the efficiency of different outreach strategies and community drivers in increasing community adoption of solar.

m) Utilize the Reimbursement Funds only for Program-related marketing, outreach and education efforts (or up to Five Hundred Dollars (\$500) for the Stipend, if applicable); and

n) Maintain accurate records of cost accounting. In addition, at the close of the sign-up period of the Program, the Community shall provide MassCEC with an itemized list of Expenses or Stipend, if applicable, that were reimbursed with the Reimbursement Funds.

o) If applicable, provide a written plan to MassCEC detailing how any remaining Reimbursement Funds will be used for solar-related efforts within the community at the close of the Program.

4. Invoice and Payment Terms

a) All Expenses must be approved by MassCEC in advance (in writing, by email) in order to be considered approved for reimbursement by the Community.

The Reimbursement Funds shall become payable by MassCEC within thirty (30) days of receipt by MassCEC of a signed scanned copy of this Letter Agreement.

5. Term and Termination

a) This Letter Agreement shall take effect as of the first date listed above (the "Effective Date"), and shall remain in effect for the duration of the Program, which will last one year after the final PV system rebate award date (the "Term").

b) This Letter Agreement may be terminated by MassCEC by thirty (30) days written notice to the Community if the Community is in material breach of any term of the Letter Agreement, and such breach has not been cured within the thirty (30) day period. In the event of such termination, the Community shall return to MassCEC all Reimbursement Funds not utilized for Expenses approved and incurred prior to termination.

c) MassCEC may terminate this Letter Agreement in the event of loss of availability of sufficient funds for the purposes of this Letter Agreement or in the event of an unforeseen public emergency or other change of law mandating immediate MassCEC action inconsistent with performing its obligations under this Letter Agreement.

6. Required Legal Terms and Conditions

a) Indemnification. To the fullest extent permitted by law, the Community shall indemnify and hold harmless the Commonwealth, MassCEC, and each of their respective agents, officers, directors and employees (together with the Commonwealth, MassCEC the "Covered Persons") from and against any and all liability, loss, claims, damages, fines, penalties, costs and expenses (including reasonable attorney's fees), judgments and awards related to or arising out of the Materials or Reimbursement Funds (collectively, "Damages") sustained, incurred or suffered by or imposed upon any Covered Person related to or arising out of the Materials or Reimbursement Funds resulting from (i) the breach of any of the terms of this Letter Agreement or any false representation by the Community, or (ii) any negligent acts or omissions or reckless or intentional misconduct of the Community or any of the Community's agents, officers, directors, employees or subcontractors. Without limiting the foregoing, the Community shall indemnify and hold harmless each Covered Person against any and all Damages that may directly or indirectly arise out of or may be imposed because of the failure to comply with the provisions of applicable law by the Community or any agents, officers, directors, employees or subcontractors. The foregoing notwithstanding, the Community shall not be liable for (i) any Damages sustained, incurred or suffered by or imposed upon any Covered Person resulting from any negligent acts or omissions or reckless misconduct of MassCEC, and (ii) except for liability for death or personal injury caused by the negligence or willful misconduct of Community or for claims of infringement of a third party's intellectual property by Community, the aggregate liability of the Community under this Letter Agreement shall not exceed the greater of the amount of the Materials and Reimbursement Funds received or the amount recovered under any applicable insurance coverage.

b) Compliance with Law. The Community agrees to comply with all applicable Federal and State statutes rules, and regulations, including, but not limited to, promoting fair employment practices or prohibiting employment discrimination and unfair labor practices and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged, or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits, or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability, handicap, sexual orientation, or for exercising any rights afforded by law.

c) Audit. At any time period prior to the conclusion of the Program and as otherwise provided in this Section, MassCEC will have the right to audit the Community's or the Community's other agents' records to confirm the use of the Reimbursement Funds provided. If such audit reveals that any portion of the Reimbursement Funds were utilized for purposes not permitted under this Letter Agreement, then the Community shall refund to MassCEC the amount determined by such audit within thirty (30) days of receipt of such audit and demand. The Community shall maintain books, records, and other compilations of data pertaining to the

payments made under this Letter Agreement to the extent and in such detail as shall properly substantiate use of such payments. All such records shall be kept for a period of seven (7) years, starting on the first day after final payment under this Letter Agreement (the "Retention Period"). If any litigation, claim, negotiation, audit or other action involving the records is commenced prior to the expiration of the Retention Period, all records shall be retained until completion of the audit or other action and resolution of all issues resulting therefrom, or until the end of the Retention Period, whichever is later. MassCEC or the Commonwealth or any of their duly authorized representatives shall have the right at reasonable times and upon reasonable notice, to examine and copy of the Community's books, records, and other compilations of data which pertain to the Program. Such access may include on-site audits, review and copying of records.

d) Lobbying. No Reimbursement Funds may be used for any activities to influence any matter pending before the Massachusetts General Court or for activities covered by the law and regulations governing "legislative agent" or "executive agent" set forth in the Massachusetts Lobbying Law, M.G.L. c.3, §39.

e) Public Records. As a public entity, MassCEC is subject to the Massachusetts Public Records Law (set forth at M.G.L. c.66) and thus documents and other materials made or received by MassCEC and/or its employees are subject to public disclosure. All information received by MassCEC shall be deemed to be subject to public disclosure, unless the limited exception at M.G.L. c. 23J, Section 2(k) or another statutory exception applies. For more information, please see Chapter 66 of the Massachusetts General Laws.

f) Waivers. Conditions, covenants, duties, and obligations contained in this Agreement may be waived only by written agreement between the parties. Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the remedies available to that party.

g) Counterparts. This Letter Agreement may be executed in two or more counterparts, and by different parties hereto on separate counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

h) Amendments, Entire Agreement, and Attachments. All conditions, covenants, duties and obligations contained in this Letter Agreement may be amended only through a written amendment signed by the Community and MassCEC. The Parties understand and agree that this Letter Agreement supersedes all other verbal and written agreements and negotiations by the parties regarding the Program set forth herein.

MassCEC is excited to work with the Community to launch this innovative business model and increase solar adoption within your community. If you accept the terms and conditions referenced herein, please sign and scan one original copy of this letter and email to Solarize@MassCEC.com. Please maintain one original copy of this letter for your records.

Very truly yours,

Alicia Barton
Chief Executive Officer

Accepted & Agreed

[COMMUNITY]

By: _____

Name: _____

Title: _____

Date: _____

Attachment D**Community Solar Coach Program Duties and Commitments**

The following outlines the duties and commitments that apply to a Community Solar Coach ("Coach") for the Town/City of [TOWN/CITY] (the "Community") for the Solarize Massachusetts Program (the "Program"). By signing below, you agree to the following terms and conditions.

- a) I understand and agree that the Massachusetts Clean Energy Center ("MassCEC") and the Community are relying on my promise to volunteer as a Coach and accordingly, I must be available to meet the requirements of this position. I agree to promote participation in the Program to the residents in the Community and work diligently with the Installer and Community in outreach efforts to increase the adoption of solar photovoltaic ("PV") systems. Further, I agree to cooperate fully with MassCEC, the Installer, and the Community.
- b) I understand and agree that as a Coach for this Program, I may be subject to the Massachusetts Conflict of Interest Law (M.G.L. c.268A). I also understand that it is my obligation to be knowledgeable of the conflict of interest rules that may apply, and if in doubt, I shall contact the State Ethics Commission to fully determine whether I may be subject to any conflict of interest issues (See <http://www.mass.gov/ethics/contact-us.html>). In the event the State Ethics Commission determines that a conflict does exist, I will immediately notify MassCEC.
- c) I shall disclose to MassCEC if at any time during the Program I become employed by or consult for a solar PV installation company that installs residential solar PV systems in Massachusetts. I understand that MassCEC reserves the right to remove me as a Coach and the Community will be responsible for re-designating someone in the Coach position.
- d) I agree to only distribute Program marketing and communications materials that have been distributed by or have been pre-approved by MassCEC, in its sole discretion. Furthermore, I agree to abide by Program branding rules, which requires me to appropriately label all program materials and communications with the "Solarize Mass" name, logo, website address, twitter hash tag, and/or phone number, as appropriate. Furthermore, I agree to assist the Community to distribute Program marketing and communications materials.
- e) I agree that I must receive prior approval from MassCEC before discussing the Program with the media or other news outlets. Furthermore, I understand that as a Coach, I am a volunteer organizer and am not authorized to speak as a spokesperson for the Commonwealth of Massachusetts or MassCEC. Such disclaimer shall be disclosed when speaking with members of the press, public or, where appropriate, in private conversations in the course of the Program.

- f) I agree to serve as the point of contact for the Community and will only answer any questions from resident's regarding basic questions about solar PV, including incentives. Further, I agree to facilitate communication between MassCEC, the selected Installer, and the community Municipal Representative Contact.
- g) I understand that I will be responsible for collaborating with MassCEC and the Community to organize community meetings and identify volunteers to support outreach efforts.
- h) I understand that I am required to participate in MassCEC's Community Solar Coach training which will provide me with the tools to assist during the Program in answering common questions about solar PV, including incentives.
- i) I understand that I will be required to be available to participate in regular calls with MassCEC and the Installer, both for regularly scheduled (bi-weekly) status updates, and as needed.
- j) I acknowledge and agree that I will not disclose, share or utilize the contact information of individuals that sign up for the Program with non-affiliated parties, without MassCEC's prior approval. I agree to provide MassCEC, upon request, with all email addresses of leads and contacts collected through the Program.
- k) I agree to provide feedback at the end of the Program to assist MassCEC in the analysis of the efficiency of different outreach strategies and community drivers in increasing community adoption of solar.
- l) If applicable, I agree not to share my password or otherwise grant access to information technology resources established and used for purposes of the Program. This includes, but is not limited to, email accounts and the online calendar associated with the Program website.

My signature below indicates that I have read the above terms and conditions and I agree with all terms and conditions and am prepared to fulfill all responsibilities as a Community Solar Coach. I acknowledge that MassCEC reserves the right to remove me as a Community Solar Coach if I do not fulfill my obligations as delineated above or demonstrate an inability to abide by, or otherwise disregard the above or any Program requirements.

Signature: _____

Name (Please Print): _____

Date: _____

Attachment E
2013 SOLARIZE MASSACHUSETTS: ROUND 2
Community Proposal Checklist and Application Template

Note: It is the responsibility of the Community to submit a complete application before the RFP deadline of 4:00 pm on October 24, 2013. Only complete applications will pass the threshold review and be considered for selection under the Solarize Massachusetts Program.

Community Name:

Date:

Community Proposal Checklist (Include the following items in the proposal submittal.)

Attach a Letter from municipal Chief Executive Officer, containing the following:

- Statement of Commitment
- Municipal Representative identified
- Community Solar Coach identified
- Community Energy or Sustainability Committee has regularly met for at least one year prior to RFP
- Acknowledgement of any utility area networks
- Demonstration of experience with a solar PV project or solar-related activities (if applicable)

Attach a Letter from the Community Energy Committee demonstrating support for a Solarize Mass program in community.

Terms and Conditions: Review the Terms and Conditions in the draft MassCEC-Community contract (Attachment C) and the Community Solar Coach Duties and Commitments form (Attachment D). Attach any comments to the application.

Reference Materials: Review the *2011 Solarize Mass Pilot Overview* and *2012 Solarize Mass Program Update* available at www.SolarizeMass.com

Attachment A: Attach a completed, executed Signature and Acceptance Form (Attachment A)

Attachment B (If applicable): Attach a completed, executed Notice of Confidential Information (Attachment B)

Community Solar Coach Personal Statement: Attach a statement (≤ 300 words) demonstrating interest, commitment and expected role in the program, and a note that the *Community Solar Coach Program Duties and Commitments* (Attachment D) has been reviewed.

Attachment F (Optional): Attach Solarize Mass Volunteer Support and Commitment form.

Complete and submit the following using the application template below

Community Outreach Plan:

- Team:** Description of the designated team, roles, and prior successes.
- Team Diagram:** Demonstrate anticipated volunteer team structure during the course of the program
- Community:** Basic attributes including population, number of owner occupied residences, etc.
- Marketing and Outreach:** Outline a plan that describes various methods to create community awareness around a Solarize Mass program, encourage participants to sign up for a solar site assessment, and encourage adoption of solar PV systems..

Optional: Include an outreach activity timeline, expected volunteer activity hours, preliminary goals for community participation and solar PV adoption during program.

Budget: Identify a preliminary budget of how the \$2,500 community marketing grant would be utilized.

Optional: Tie potential expenditures to an outreach activity timeline or known events that will be taking place during the course of the Solarize Mass program.

Optional: If the community plans to provide additional financial assistance to the program, please outline how those funds might be used.

Local Interest: Demonstrate that there is significant interest in the community to participate and drive a successful program. It is highly recommended that communities conduct a survey or poll to gauge interest, and to develop an initial list of interested residents.

Permitting: Identify the local permitting process for solar PV projects within the community and any requirements surrounding use of Solarize Mass program marketing materials (for example MassCEC provided lawn signs or banners).

Group Proposal: If applicable, demonstrate the benefit of responding to the RFP as a group, a history of partnering, and outline how marketing and outreach efforts will be deployed.

Optional

Attachment F: Volunteer Commitment Form:

Application Template

****Please review the Solarize Mass Community Request for Proposals for more detailed information on what is required for each section below.**

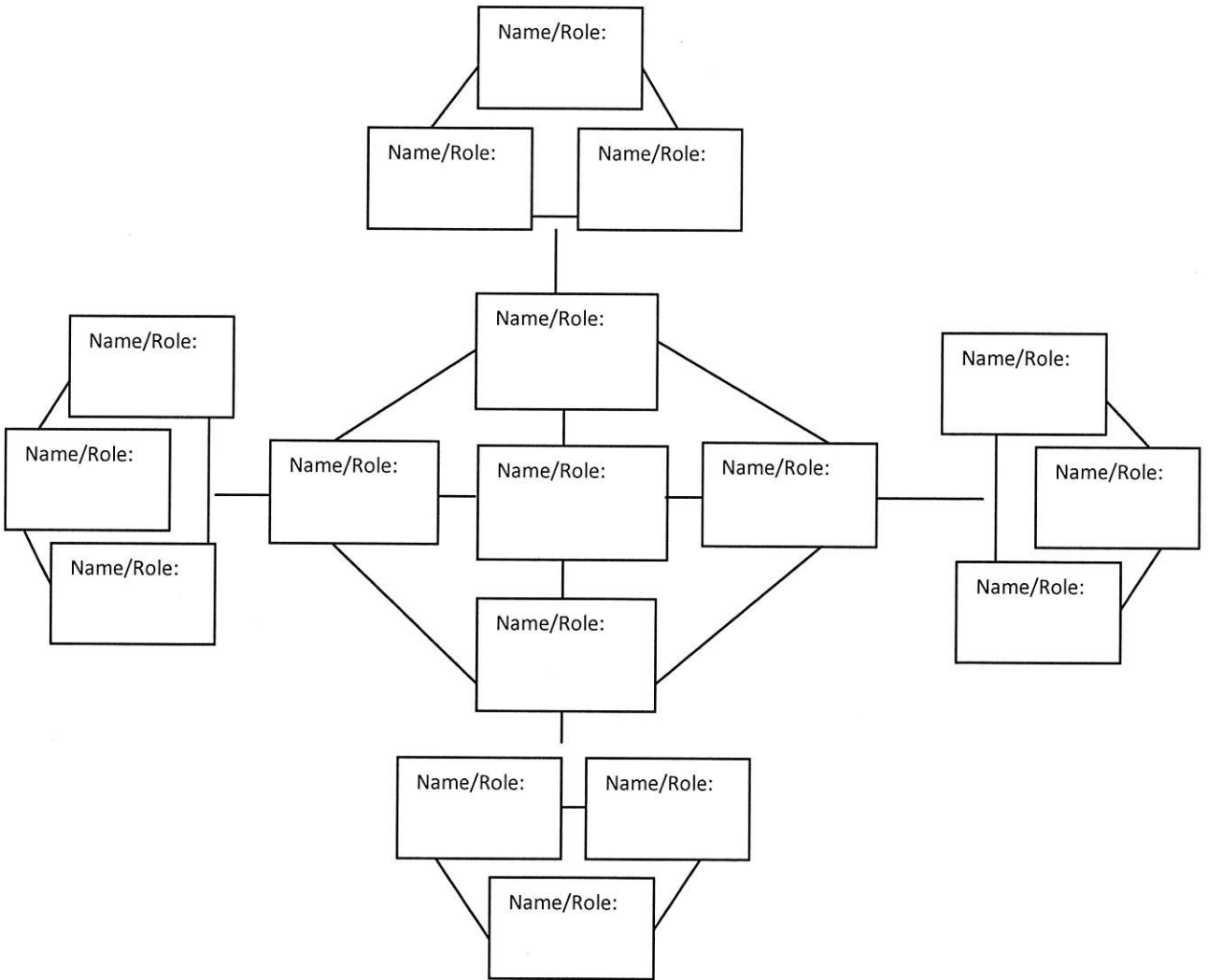
Community Outreach Plan (Maximum 10 pages)

Team Description

Description of the members of the designated community volunteer team, including volunteer roles. Describe an instance where members of the team or volunteer group have successfully implemented community outreach efforts for a project, initiative, etc within the community. In addition, list all community groups and organizations the municipality will collaborate with in conducting outreach for the Solarize Massachusetts program.

Team Diagram

Outline the anticipated structure of the community volunteer team, including expected roles, and how volunteers will communicate and interact with each other. Include Solar Coach and Municipal Representative role. If there is a volunteer role that is expected to be utilized during the course of the Solarize Mass program, but there is not a specific individual yet assigned to the role, list only the role as a placeholder position. Please modify diagram as needed.



Community Description

Description of basic attributes of community including population, number of owner occupied residences, and other community characteristics.

Marketing and Outreach Plan

Outline a marketing plan that describes methods to create community awareness around the Solarize Mass program. Describe ways in which a joint marketing strategy between the community and the selected Installer could increase the number of sign-ups for a solar site assessment and expand solar PV adoption within the community. Provide a plan for implementation, including methods to engage additional community members and volunteers. This could include an outreach activity timeline, expected volunteer activity hours, preliminary goals for community participation and solar PV adoption during the program. Include information on where community events could be held, including the Solar 101 meeting.

Marketing Budget

Identify a preliminary budget of how the \$2,500 community marketing grant would be utilized, and whether you plan to provide a stipend (of up to \$500) to the Community Solar Coach. Optional: Tie potential expenditures to an outreach activity timeline or known events that will be taking place during the course of the Solarize Mass program.

Additional Requirements (Maximum 1 page)

Community Permitting and Requirements

Identify the local permitting process for solar PV projects within the community, and requirements surrounding Solarize Mass program marketing materials. This should include, but is not limited to, information on the building and electrical permitting process and fee structures, as well as any local Historic or Conservation Commission requirements that may require engagement on projects. Please use Exhibit 1 below.

Optional: Identify potential streamlining efforts in anticipation of large a number of solar PV permit applications.

Permitting Component	Solar PV Requirements	Review Timeline	Cost	Associated Web Links
Building Permit (Roof Mounted)				
Building Permit (Ground Mounted)				
Electrical Permit				
Conservation Commission				
Historical Commission				
Airport, MA DOT, other				
Community Bi-laws for yard signs				
Community Bi-laws for banners, signs, Thermometers, etc in public spaces				

Exhibit 1. Community Permitting and Requirements Chart

(Optional) Proposed streamlining efforts:

Optional (Maximum 3 pages)

Additional Financial Assistance

If the community plans to provide additional financial assistance to the program, please outline how those funds might be used.

Local Interest

Demonstrate that there is significant interest in the community to participate in a Solarize Mass program. (It is highly recommended that communities conduct a survey or poll to gauge interest, and to develop an initial list of interested residents.)

Group Proposal

If applicable, demonstrate the benefit of responding to the RFP as a group, a history of partnering, and outline how marketing and outreach efforts will be deployed.

Attachment F

Solarize Mass Volunteer and Partnership Form

The role of volunteers and partner organizations or groups is tremendously important in driving the success of a Solarize Mass program. Please provide a list of volunteers, along with the partner organizations or groups that you intend to work with under the program. Please add rows as necessary.

Please list volunteers who plan to participate in the Solarize Mass program.

Name	Signature

Please list all groups and organizations the Community plans to collaborate with in conducting outreach for the Solarize Mass program.

Name of Organization	Signature of Representative



TOWN OF WELLFLEET

300 MAIN STREET WELLFLEET MASSACHUSETTS 02667

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

www.wellfleetma.org

To: Board of Selectmen
From: Harry Terkanian, Town Administrator
Subject: Water System Expansion Contract
Date: October 2, 2013

On September 30, 2013 bids were received and opened for the construction contract for the first expansion of the water system. Because the necessary easements for private road water service were not in hand, we separated out the construction of the two private roads into owner's alternate "A." I am informed that the necessary easements are now in hand and ready for recording.

Four timely bids were received (D'Alesandro Corp., Robert B. Our Co., Inc., Bartolotti Construction, Inc. and CC Construction, Inc.) The apparent successful bidder is Robert B. Our, Co., Inc. with a base bid (public roads) of \$1,028,183.35 and a price for the private way alternate (owner's alternative "A") of \$303,032.57 for a total price of \$1,331,215.92. The bid forms have been retained by EPG to thoroughly check the responses for compliance with bid requirements. I expect a letter from EPG once their review is complete with an award recommendation by October 2, 2013.

The immediate issue is one of funding. On June 18, 2013 the Board voted to use \$1,000,000.00 of existing borrowing authority (Article 32, 2009 ATM) which, with the addition of a \$500,000.00 USDA grant would make a total of \$1,500,000.00 available for the project. We have already contracted for engineering services with a not to exceed price of \$215,000. In addition to that amount, there will be some administrative overhead including the cost of title work by counsel in a presently unknown amount. As a result, something less than \$1,285,000.00 of the authorized amount remains available for construction. The resulting shortfall will be at least \$46,215.92 and, once the administrative costs are known, probably higher. The question raised by this information is how to close the gap between the available funds and the bid price.

The current plan is to award a contract for the base bid only and then investigate ways to close the funding gap so that owner alternative A can also be awarded. The alternatives available include:

1. Seeking additional grant funds from the USDA. No longer feasible in the short term due to the shutdown of the federal government.
2. Identifying items in the base bid which can be eliminated by change order. As of October 2nd, the engineer and DPW director have agreed that instead of a temporary trench patch on Hiller Ave. and Summit St. this Fall followed by full width milling and repaving in the Spring, a permanent trench patch this

Fall will suffice. Net savings are \$121,427.28. This is my recommended alternative.

3. Considering whether to devote additional resources to the project.
4. Not awarding owner's alternative "A."

From: Paul C. Millett [<mailto:pcm@envpartners.com>]
To: Harry Terkanian (harry.terkanian@wellfleet-ma.gov) [<mailto:harry.terkanian@wellfleet-ma.gov>]
Sent: Thu, 03 Oct 2013 11:05:39 -0500
Subject: USDA conditions--See #25

Harry:

We may have to delay the BOS and your signing of the agreement. I did speak with Ron Koontz on Monday and shared the bid results, and told him that EPG would be recommending award to RBO. I also sent him the bid tabulation yesterday.

However, USDA needs to agree with the Engineer's recommendation to award the construction contract...see para. #25 Bid Authorization....in the attached conditions letter. This paragraph says that USDA approval is needed before issuing a Notice of Award...which actually is a separate form we have in the spec book. You could sign the agreements and hold off on issuing the Notice of Award.

In any event, I will continue to proceed with the agreement preparation for the base bid amount and get these to you by Tuesday morning.

If the USDA does not return to work soon, I cannot see how we can proceed with the contract execution on Tuesday Oct 8. We would need to hold onto the documents and sign them later. Maybe you can obtain the BOS concurrence with your recommendation and EPG's recommendation to award the agreement to RBO, pending USDA approval, and have the BOS sign the agreement at a later date after we receive formal USDA approval.

You will have EPG's recommendation letter by 2 p.m. today.

Let me know what your thoughts are.

Regards,

Paul

Paul C. Millett, P.E.
Project Manager

Environmental Partners Group, Inc.,
1900 Crown Colony Drive, Suite 402, Quincy, MA 02169
Tel: (617) 657-0276 (direct); Fax: (617) 657-0201; Cell: (617) 750-3417
Email: pcm@envpartners.com

Hyannis Office:
396 North Street

October 3, 2013

Mr. Harry Terkanian, Town Administrator
Town Offices
300 Main Street
Wellfleet, MA 02667

**RE: Water System Expansion
Contract No. 3: Additional Loop and Side Streets
EPG Job Number 113-1305**

Dear Mr. Terkanian:

Environmental Partners Group, Inc. (Environmental Partners) is writing this letter to summarize the results of the public solicitation of contractors for Contract No. 3 of the water system expansion.

Bid Prices and Tabulation

On behalf of the Town of Wellfleet, competitive sealed bids were received and opened at the Town Offices at 11 a.m. on Monday, September 30, 2013. The bid opening and procurement process was conducted in accordance with Massachusetts public bidding laws (Chapter 30) for this type of construction. Over fifteen sets of plans and specifications were issued by EPG to prospective bidders, including contractors, subcontractors, and materials suppliers. Twelve (12) general contractors requested the plans and specifications and expressed an interest during the bidding period.

The following four bids were received:

	Base Bid	Alternate No. 1
1. Robert B. Our Co., Inc., Harwich, MA	\$ 1,028,183.35	\$ 303,032.57
2. C.C. Construction, Inc., South Dennis, MA	\$ 1,139,199.65	\$ 319,800.35
3. Bortolotti Construction, Inc., Marstons Mills, MA	\$ 1,062,235.11	\$ 320,602.02
4. D'Allessandro Corp., Avon, MA	\$ 1,235,920.29	\$ 379,166.14

The tabulation of unit prices and averaging of all bids is provided in Attachment One. Complete copies of the bids are included in Attachment Two.

Alternate No.1 is the portion of the work located on Freeman Avenue and Baker Avenue (private roads). This alternate was identified separately on the drawings and bid forms and was broken out separately from the base bid so the Town could consider including this work in the contract depending on the bid prices, and progress with obtaining easements from property owners.

The basis of award as stated in the bid forms is the base bid amount.

Supplemental Requirements

All bidders provided the 5% Bid Security. Environmental Partners also verified that the four bidders were responsive in providing the complete listing of documentation in accordance with the contract documents (Section 00100, Instruction to Bidders). In addition to the 5% Bid Security and completed Bid Proposal (Section 00300), these documents include:

- Completed Certificate of Non-Collusion (Section 00480)
- Completed Certificate as to Corporate Bidder (Section 00481)
- Completed Certificate as to Payment of State Taxes (Section 00482)
- Completed State Debarment Disclosure Form for Public Contracts
- MBE and WBE Participation and Vendor Information Forms
- Massachusetts Diesel Retrofit Program Statement
- Certifications required by USDA
- References

The documentation provided by the bidders was complete and complied with the bid requirements.

MBE/WBE Contract Compliance

Documentation was provided in accordance to the specifications. The Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) percentage participation goals are 5.30% and 4.40%, respectively. Robert B. Our Co. Inc's schedule of participation indicates 3.52% and 3.85% participation, respectively, from state-certified MBE and WBE companies.

Recommendation

Based on our review of the bid documents noted above and past projects that Environmental Partners has completed with the Contractor, the bid from Robert B. Our Co. Inc. is the lowest, responsive and eligible bid. Environmental Partners recommends that the Town award the contract to Robert B. Our Co. Inc.

Environmental Partners recommends that the contract be awarded for the base bid amount of \$1,028,183.35. The work identified in Alternate A cannot be finalized until the easements and title search work are completed for Baker Avenue and Freeman Avenue, and the scope of paving work is finalized. This work can be added by change order at a later date.

In addition, Environmental Partners has reviewed the extent of the permanent full width paving work included in the Base Bid and Alternate A bid quantities. Temporary trench paving, full width milling, full width permanent paving (3.5" thick) and significant berm work was included in the bid quantities for all currently paved streets/roads. This was a conservative approach. Based on discussions with Mark Vincent, DPW Director, it should be noted that significant cost savings can be realized if the

Mr. Harry Terkanian
October 4, 2013
Page 3 of 3

In addition, Environmental Partners has reviewed the extent of the permanent full width paving work included in the Base Bid and Alternate A bid quantities. Temporary trench paving, full width milling, full width permanent paving (3.5" thick) and significant berm work was included in the bid quantities for all currently paved streets/roads. This was a conservative approach. Based on discussions with Mark Vincent, DPW Director, it should be noted that significant cost savings can be realized if the scope of paving work is adjusted. At this time, DPW has indicated that the paving work on Hiller Avenue and Summit Street can be reduced by removing the milling, permanent full width paving work, and berm work, and replacing this with permanent trench pavement. The approximate cost reduction is \$121,000.

The revised paving scope changes and the work identified in Alternate A can be added to the contract via change order. The total construction cost will be within the available budget.

Environmental Partners is preparing the agreement, along with other contract documents and forms including the Bonds and Insurance Certificates. We have advised the USDA of the bid results and the intention of the town to award the contract for the base bid amount at this time. We will submit these documents to you for contract execution next week. Environmental Partners will also request formal USDA concurrence to award the contract as recommended in this letter.

We trust this letter serves your needs at this time and we look forward to moving the project into construction. In the meantime, should you have any questions, or require any further information, please contact us at 617-657-0200.

Very truly yours,

ENVIRONMENTAL PARTNERS GROUP, INC.



Paul C. Millett, P.E.
Project Manager

cc: Wellfleet Board of Water Commissioners
Ron Koontz, USDA
Mark Vincent, Wellfleet DPW
Paul Gabriel, Environmental Partners Group
Steven Belanger, Environmental Partners Group

Bid Tabulation

Contract No. 3 - Base Bid - Water System Expansion - Wellfleet, MA.

Bid Opening 9/30/19 @ 11:00 A.M.

Wellfleet Town Hall, 300 Main Street

No	Item Description	Quantity	Units	Bordino Construction, Inc		C C Construction, Inc		Rabon B Our Co, Inc		D'Alessandro Corp		Average	
				Unit Cost	Subtotal	Unit Cost	Subtotal	Unit Cost	Subtotal	Unit Cost	Subtotal	Unit Cost	Subtotal
1a	For 12-inch DI, the unit price of Dollars (\$) linear foot	1,300	lf	\$75.00	\$97,500.00	\$90.95	\$118,235.00	\$59.50	\$77,350.00	\$120.00	\$156,000.00	\$83.81	\$109,156.25
1b	For 8-inch DI, the unit price of Dollars (\$) linear foot	3,500	lf	\$62.00	\$217,000.00	\$49.95	\$174,825.00	\$42.50	\$148,750.00	\$60.00	\$210,000.00	\$55.61	\$187,625.25
1c	For 6-inch DI, the unit price of Dollars (\$) linear foot	140	lf	\$60.00	\$8,400.00	\$47.95	\$6,713.00	\$34.00	\$4,760.00	\$55.00	\$7,700.00	\$48.23	\$6,803.25
2a	For Double Iron Fittings, the unit price of Dollars (\$) pound	7,690	lbs	\$1.00	\$7,690.00	\$3.95	\$30,375.50	\$3.75	\$28,837.50	\$0.01	\$76.90	\$3.48	\$26,741.90
2b	For Mechanical Joint Restraints, the unit price of Dollars (\$) each	153	ea	\$100.00	\$15,300.00	\$90.00	\$13,770.00	\$140.00	\$21,420.00	\$0.01	\$1.53	\$87.50	\$13,222.88
3a	For 12-inch Gate Valves and Boxes, the unit price of Dollars (\$) each	9	ea	\$2,800.00	\$25,200.00	\$2,100.00	\$18,900.00	\$3,025.00	\$17,415.00	\$1,600.00	\$14,400.00	\$2,108.75	\$18,978.75
3b	For 8-inch Gate Valves and Boxes, the unit price of Dollars (\$) each	31	ea	\$2,000.00	\$62,000.00	\$1,750.00	\$54,250.00	\$1,160.00	\$36,160.00	\$900.00	\$27,900.00	\$1,320.00	\$41,190.00
3c	For 6-inch Gate Valves and Boxes, the unit price of Dollars (\$) each	10	ea	\$1,200.00	\$12,000.00	\$950.00	\$9,500.00	\$600.00	\$6,000.00	\$650.00	\$6,500.00	\$900.00	\$9,000.00
4a	For Fire Hydrants, the unit price of Dollars (\$) each	10	ea	\$5,000.00	\$50,000.00	\$2,750.00	\$27,500.00	\$3,285.00	\$32,850.00	\$4,000.00	\$40,000.00	\$3,258.75	\$32,587.50
4b	For Fire Hydrant Extension Kits, the unit price of Dollars (\$) each	2	ea	\$250.00	\$500.00	\$695.00	\$1,390.00	\$585.00	\$1,170.00	\$0.01	\$0.02	\$382.50	\$765.01
5a	For 1/2 inch iron tees, including copersions, fittings, curb traps and boxes, the unit price of Dollars (\$) each	52	ea	\$1,000.00	\$52,000.00	\$950.00	\$49,400.00	\$945.00	\$49,140.00	\$1,600.00	\$83,200.00	\$1,127.75	\$58,435.00
5b	For 2-inch service tees, including copersions, fittings, curb traps and boxes, the unit price of Dollars (\$) each	1	ea	\$1,000.00	\$1,000.00	\$1,395.00	\$1,395.00	\$1,540.00	\$1,540.00	\$0.01	\$0.01	\$103.75	\$103.75
6a	For 1/2 inch water services, Class 200, polyethylene tubing, the unit price of Dollars (\$) linear foot	1,118	lf	\$1.00	\$1,118.00	\$19.95	\$22,294.10	\$14.00	\$16,770.00	\$5.00	\$5,590.00	\$10.24	\$11,445.45
6b	For 3/4 inch water services, Class 200, polyethylene tubing, the unit price of Dollars (\$) linear foot	35	lf	\$2.00	\$70.00	\$25.95	\$908.25	\$26.50	\$927.50	\$0.01	\$0.35	\$17.12	\$49.03
7	For Excavation, Excavation, the unit price of Dollars (\$) cubic yard	83	cy	\$0.01	\$0.83	\$0.01	\$0.83	\$0.01	\$0.83	\$25.00	\$2,075.00	\$0.76	\$63.77
8	For Back Excavation, the unit price of Dollars (\$) cubic yard	83	cy	\$0.01	\$0.83	\$0.01	\$0.83	\$0.01	\$0.83	\$0.01	\$0.83	\$0.01	\$0.83
9	For Below Grade Excavation, the unit price of Dollars (\$) cubic yard	83	cy	\$10.00	\$830.00	\$0.01	\$0.83	\$0.01	\$0.83	\$25.00	\$2,075.00	\$8.76	\$726.67
10a	For Gravel Bottom, the unit price of Dollars (\$) cubic yard	720	cy	\$0.01	\$7.20	\$0.01	\$7.20	\$16.00	\$11,520.00	\$25.00	\$18,000.00	\$10.26	\$7,381.60
10b	For Bank Run Gravel, the unit price of Dollars (\$) cubic yard	675	cy	\$20.00	\$13,500.00	\$0.01	\$6.75	\$17.00	\$11,475.00	\$25.00	\$16,875.00	\$13.50	\$9,146.25
10c	For Crushed Stone, the unit price of Dollars (\$) cubic yard	104	cy	\$30.00	\$3,120.00	\$0.01	\$1.04	\$42.50	\$4,420.00	\$25.00	\$2,600.00	\$24.38	\$2,535.20
10d	For Disposal of Unsaltable Materials, the unit price of Dollars (\$) cubic yard	245	cy	\$19.00	\$4,655.00	\$0.01	\$2.45	\$6.50	\$1,592.50	\$20.00	\$4,900.00	\$9.13	\$2,235.24
11	For Miscellaneous Concrete, the unit price of Dollars (\$) cubic yard	36	cy	\$150.00	\$5,400.00	\$0.01	\$0.36	\$0.01	\$0.36	\$125.00	\$4,500.00	\$71.26	\$2,565.18
12a	For Temporary Pavement - 2" thick, 3' wide, the unit price of Dollars (\$) square yard	2,885	sq	\$20.00	\$57,700.00	\$23.95	\$69,095.75	\$22.20	\$64,335.50	\$40.00	\$115,400.00	\$26.56	\$76,632.81
12b	For Pavement Milling - 3-1/2" depth, the unit price of Dollars (\$) square yard	12,340	sq	\$3.50	\$43,190.00	\$4.95	\$61,083.00	\$4.00	\$49,360.00	\$6.50	\$80,210.00	\$4.74	\$58,466.75
12c	For Permanent Pavement - 3-1/2" thick (2" thick base, 1-1/2" thick top), full width, the unit price of Dollars (\$) square yard	12,340	sq	\$21.00	\$259,140.00	\$23.95	\$295,843.00	\$21.20	\$262,842.00	\$18.00	\$222,120.00	\$21.06	\$259,918.25
12d	For Pavement Repairs, Sidewalks, Parking lots and Driveways, the unit price of Dollars (\$) square yard	347	sq	\$15.00	\$5,205.00	\$29.95	\$10,302.65	\$35.00	\$12,145.00	\$50.00	\$17,350.00	\$32.49	\$11,273.16
12e	For Bituminous curb/berm and loose & sand behind curb/berm, the unit price of Dollars (\$) linear foot	8,015	lf	\$1.75	\$14,026.25	\$7.95	\$63,840.25	\$4.90	\$42,213.50	\$3.25	\$26,098.75	\$4.46	\$35,444.84
12f	For Hand Placed Bituminous Concrete, the unit price of Dollars (\$) square yard	150	sq	\$15.00	\$2,250.00	\$195.00	\$29,250.00	\$225.00	\$33,750.00	\$0.00	\$7,500.00	\$121.25	\$18,187.50
13	For Calcium Chloride, the unit price of Dollars (\$) bags	36	bags	\$100.00	\$3,600.00	\$0.01	\$0.36	\$80.00	\$2,880.00	\$25.00	\$900.00	\$41.35	\$1,488.09
14	For Traffic Control Allowance, the unit price of Dollars (\$544.00) hour	628	hour	\$44.00	\$27,632.00	\$44.00	\$27,632.00	\$44.00	\$27,632.00	\$44.00	\$27,632.00	\$44.00	\$27,632.00
15a	For Landstepping Materials, the unit price of Dollars (\$) square yard	164	sq	\$5.50	\$902.00	\$13.00	\$2,132.00	\$5.50	\$902.00	\$10.00	\$1,640.00	\$9.50	\$1,558.00
15b	For Crushed Steel Driveway Apron/Roadways, the unit price of Dollars (\$) square yard	136	sq	\$2.00	\$272.00	\$17.00	\$2,312.00	\$5.50	\$748.00	\$25.00	\$3,400.00	\$12.36	\$1,683.00
16	For Sedimentation Barriers, the unit price of Dollars (\$) linear foot	1,490	lf	\$6.50	\$9,685.00	\$0.00	\$0.00	\$8.50	\$12,665.00	\$0.01	\$14.90	\$6.60	\$9,843.75
17a	For 4" Diameter Deep Sump Catch Basin (C B) including Removal of Existing Compacted Drainage Piping, the unit price of Dollars (\$) each	4	ea	\$3,900.00	\$15,600.00	\$2,795.00	\$11,180.00	\$2,025.00	\$8,100.00	\$10,000.00	\$40,000.00	\$3,455.00	\$13,820.00
17b	For 8" Diameter Leach Pit (L P) the unit price of Dollars (\$) each	3	ea	\$5,500.00	\$16,500.00	\$4,795.00	\$14,385.00	\$4,025.00	\$12,075.00	\$12,000.00	\$36,000.00	\$6,081.75	\$18,242.25
17c	For 12" Diameter Compacted Plastic Pipe (CPP) (ADS or Approx. Equal), the unit price of Dollars (\$) linear foot	150	lf	\$10.00	\$1,500.00	\$27.95	\$4,192.50	\$28.00	\$4,200.00	\$100.00	\$15,000.00	\$61.64	\$9,242.50
18	For Miscellaneous Equipment, the lump sum price of Dollars (\$) lump sum	1	Lump Sum	\$7,500.00	\$7,500.00	\$6,900.00	\$6,900.00	\$7,500.00	\$7,500.00	\$18,000.00	\$18,000.00	\$9,725.00	\$9,725.00
19	For Remaining Lump Sum Items, the lump sum price of Dollars (\$) lump sum	1	Lump Sum	\$25,000.00	\$25,000.00	\$44,000.00	\$44,000.00	\$15,000.00	\$15,000.00	\$10,000.00	\$10,000.00	\$23,500.00	\$23,500.00
				\$1,062,235.11		\$1,159,199.85		\$1,026,183.35		\$1,225,920.20		\$1,079,594.30	

Bid Tabulation

Contract No. 3 - Owner's Additive Alternate A - Water System Expansion - Wellfleet, MA.

Bid Opening 9/30/13 @ 11:00 A.M.

Wellfleet Town Hall, 300 Main Street

No	Item Description	Quantity	Units	Bortolotti Construction, Inc		C C Construction, Inc		Robert B Our Co., Inc		Dallesandro Corp		Average	
				Unit Cost	Subtotal	Unit Cost	Subtotal	Unit Cost	Subtotal	Unit Cost	Subtotal	Unit Cost	Subtotal
51a	For 8-inch DI, the unit price of Dollars (\$) linear foot	2,100	lf	\$62.00	\$130,200.00	\$49.95	\$104,895.00	\$42.50	\$89,250.00	\$72.00	\$151,200.00	\$56.61	\$118,886.25
51b	For 6-inch DI, the unit price of Dollars (\$) linear foot	50	lf	\$60.00	\$3,000.00	\$47.95	\$2,397.50	\$34.00	\$1,700.00	\$55.00	\$2,750.00	\$49.24	\$2,461.88
52a	For Ductile Iron Fittings, the unit price of Dollars (\$) pound	3,330	lbs	\$1.00	\$3,330.00	\$3.95	\$13,153.50	\$3.75	\$12,487.50	\$0.01	\$33.30	\$2.18	\$7,251.08
52b	For Mechanical Joint Restraints, the unit price of Dollars (\$) each	67	ea	\$100.00	\$6,700.00	\$90.00	\$6,030.00	\$140.00	\$9,380.00	\$0.01	\$0.67	\$82.50	\$5,527.67
53a	For 8-inch Gate Valves and Boxes, the unit price of Dollars (\$) each	6	ea	\$2,000.00	\$12,000.00	\$1,250.00	\$7,500.00	\$1,166.00	\$6,996.00	\$1,000.00	\$6,000.00	\$1,354.00	\$8,124.00
53b	For 6-inch Gate Valves and Boxes, the unit price of Dollars (\$) each	5	ea	\$1,200.00	\$6,000.00	\$950.00	\$4,750.00	\$800.00	\$4,000.00	\$650.00	\$3,250.00	\$900.00	\$4,500.00
54a	For Fire Hydrants, the unit price of Dollars (\$) each	5	ea	\$5,000.00	\$25,000.00	\$2,750.00	\$13,750.00	\$3,285.00	\$16,425.00	\$4,000.00	\$20,000.00	\$3,758.75	\$18,793.75
54b	For Fire Hydrant Extension Kit, the unit price of Dollars (\$) each	1	ea	\$250.00	\$250.00	\$695.00	\$695.00	\$585.00	\$585.00	\$0.01	\$0.01	\$382.50	\$382.50
55	For 1-inch service taps, including corporations, fittings, curb stops and boxes, the unit price of Dollars (\$) each	29	ea	\$1,000.00	\$29,000.00	\$950.00	\$27,550.00	\$945.00	\$27,405.00	\$1,600.00	\$46,400.00	\$1,123.75	\$32,588.75
56	For 1-inch water services, Class 200, polyethylene tubing, the unit price of Dollars (\$) linear foot	385	lf	\$1.00	\$385.00	\$19.95	\$7,680.75	\$15.00	\$5,775.00	\$0.01	\$3.85	\$8.99	\$3,461.15
57	For Exploratory Excavation, the unit price of Dollars (\$) cubic yard	31	cy	\$0.01	\$0.31	\$0.01	\$0.31	\$0.01	\$0.31	\$25.00	\$775.00	\$6.26	\$193.98
58	For Rock Excavation, the unit price of Dollars (\$) cubic yard	31	cy	\$0.01	\$0.31	\$0.01	\$0.31	\$0.01	\$0.31	\$0.01	\$0.31	\$0.01	\$0.31
59	For Below Grade Excavation, the unit price of Dollars (\$) cubic yard	31	cy	\$10.00	\$310.00	\$0.01	\$0.31	\$0.01	\$0.31	\$25.00	\$775.00	\$8.76	\$271.41
60a	For Gravel Borrow, the unit price of Dollars (\$) cubic yard	140	cy	\$0.01	\$1.40	\$0.01	\$1.40	\$16.00	\$2,240.00	\$30.00	\$4,200.00	\$11.51	\$1,610.70
60b	For Bank Run Gravel, the unit price of Dollars (\$) cubic yard	295	cy	\$20.00	\$5,900.00	\$0.01	\$2.95	\$17.00	\$5,015.00	\$25.00	\$7,375.00	\$15.50	\$4,573.24
60c	For Crushed Stone, the unit price of Dollars (\$) cubic yard	114	cy	\$30.00	\$3,420.00	\$0.01	\$1.14	\$42.50	\$4,845.00	\$25.00	\$2,850.00	\$24.38	\$2,799.04
60d	For Disposal of Unsuitable Materials, the unit price of Dollars (\$) cubic yard	265	cy	\$10.00	\$2,650.00	\$0.01	\$2.65	\$6.50	\$1,722.50	\$20.00	\$5,300.00	\$9.13	\$2,418.79
61	For Miscellaneous Concrete, the unit price of Dollars (\$) cubic yard	14	cy	\$150.00	\$2,100.00	\$0.01	\$0.14	\$0.01	\$0.14	\$135.00	\$1,890.00	\$71.26	\$997.57
62a	For Temporary Pavement - 2" thick, 5' wide, the unit price of Dollars (\$) square yard	515	sy	\$20.90	\$10,763.50	\$23.95	\$12,334.25	\$22.30	\$11,484.50	\$40.00	\$20,600.00	\$26.56	\$13,679.69
62b	For Pavement Milling - 3-1/2" depth, the unit price of Dollars (\$) square yard	2,200	sy	\$3.50	\$7,700.00	\$4.95	\$10,890.00	\$4.00	\$8,800.00	\$6.50	\$14,300.00	\$4.74	\$10,422.50
62c	For Permanent Pavement - 3-1/2" thick (2" thick base, 1-1/2" thick top), full width, the unit price of Dollars (\$) square yard	2,200	sy	\$21.00	\$46,200.00	\$23.95	\$52,690.00	\$21.30	\$46,860.00	\$17.00	\$37,400.00	\$20.81	\$45,787.50
62d	For Pavement Repairs, Sidewalks, Parking Ints, and Driveways, the unit price of Dollars (\$) square yard	155	sy	\$15.00	\$2,325.00	\$29.95	\$4,582.35	\$35.00	\$5,355.00	\$50.00	\$7,650.00	\$32.49	\$4,970.59
62e	For Bituminous curb/berm and loan & seed behind curb/berm, the unit price of Dollars (\$) linear foot	1,880	lf	\$1.75	\$3,290.00	\$7.95	\$14,946.00	\$4.90	\$9,212.00	\$3.25	\$6,110.00	\$4.46	\$8,389.50
62f	For Hand Placed Bituminous Concrete, the unit price of Dollars (\$) square yard	33	sy	\$15.00	\$495.00	\$195.00	\$6,435.00	\$225.00	\$7,425.00	\$65.00	\$2,145.00	\$125.00	\$4,125.00
63	For Calcium Chloride, the unit price of Dollars (\$) bags	14	bags	\$100.00	\$1,400.00	\$0.01	\$0.14	\$80.00	\$1,120.00	\$25.00	\$350.00	\$51.25	\$717.54
64	For Traffic Control Allowance, the unit price of Dollars (\$44.00) hour	272	hour	\$44.00	\$11,968.00	\$44.00	\$11,968.00	\$44.00	\$11,968.00	\$44.00	\$11,968.00	\$44.00	\$11,968.00
65a	For Landscaping Materials, the unit price of Dollars (\$) square yard	178	sy	\$5.50	\$979.00	\$13.00	\$2,314.00	\$5.50	\$979.00	\$20.00	\$3,560.00	\$11.00	\$1,958.00
65b	For Crushed Seashell Driveway Aprons/Roadways, the unit price of Dollars (\$) square yard	364	sy	\$2.00	\$728.00	\$17.00	\$6,188.00	\$5.50	\$2,002.00	\$30.00	\$7,280.00	\$11.13	\$4,049.50
	For Remaining Lump Sum Items, the lump sum price of Dollars (\$) lump sum	1	Lump Sum	\$5,000.00	\$5,000.00	\$9,041.65	\$9,041.65	\$10,000.00	\$10,000.00	\$15,000.00	\$15,000.00	\$9,760.41	\$9,760.41
				\$320,602.02		\$319,800.35		\$303,032.57		\$379,166.14		\$314,478.31	

Memorandum

To: Board of Selectmen
From: Board of Water Commissioners (BWC)
CC: Harry Terkanian, Town Administrator, FinCom
Date: October 3, 2013
Re: Wellfleet Municipal Water System Phase II Expansion Update

The Board of Water Commissioners would like to take this opportunity to bring the Board of Selectmen up to date on Phase II Expansion progress of the Wellfleet Municipal Water System.

(1) We are pleased to report that 100% Baker Avenue and Freeman Avenue easements are now executed.

As you know, Baker Avenue and Freeman Avenue are private roads. The BWC feels that the achievement of 100% sign-up rate on the easements represents an encouraging mandate for Town Water. Strong citizens' participation made this happen. We were able to obtain easements from citizens as far flung from Canada and California, who made the effort to get their paperwork notarized and send it in. The easements are ready for recording with the Barnstable County Registry of Deeds.

The Board of Water Commissioners would like to thank Michaela Miteva, who worked tirelessly on this project.

(2) The Phase II bid opening was at 11 o'clock on Monday, September 30, 2013. Michaela Miteva covered this meeting for the Board of Water Commissioners.

- The apparent lowest bidder is Robert B. Our. Paul Millet will review all RFP's for accuracy and will confirm if this is the case. Currently the lowest bid came about \$46,216 higher than anticipated. Therefore, the entire project cannot be awarded at this time. The Robert B. Our base project (includes the loop, Railroad and Whit's Lane) is \$1,028,183.35 and the alternate (Baker Ave and Freeman Ave) is \$303,032.57.
- The EPG engineering services contract is \$215,800.00, totaling the entire Phase II Expansion project at \$1,546,215.92. Paul Millet will again review the project to see if there are items that could be reduced and or eliminated.
- The paving and milling costs of over \$300,000 also represent a possible area for savings.
- EPG proposed to check if Ron Koontz from USDA can fund the extra portion. So far we have not been able to get in touch with Ron, due to the Federal Government being shut down.

(3) The BWC would like to point out the revenue critical role Baker Ave and Freeman play in the overall financial projections for the Phase II Expansion. The BWC feels it's our duty to point out that, if Baker Avenue and Freeman Avenue get excluded from Phase II Expansion of the Water System, the Water Enterprise Fund may not be able to meet the targets. These two streets represent 60% of the committed customers, who have already applied and paid their deposit. Over 50% of our target of 35 new users reside on Baker and Freeman Avenues, based on our initial survey of interest requested by the Board of Selectmen.



TOWN OF WELLFLEET

300 MAIN STREET WELLFLEET MASSACHUSETTS 02667

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

www.wellfleetma.org

To: Board of Selectmen
From: Harry Sarkis Terkanian, Town Administrator
Subject: Town Administrator's Report
Date: October 3, 2013

This report is for the period September 19, 2013 through October 3, 2013.

- 1 Pay As You Throw. Updated status memo in the October 8th meeting materials.
- 2 Comcast service expansion. I have discussed the issue with Representative Peake's staff. They requested a response for Comcast's legislative affairs office on September 17th. On September 26th I received a call from Mary O'Keeffe, Comcast's Sr. Manager for Government and Regulatory Affairs informing me that her mail address had changed twice and that she first became aware of my August 28th as a result of an inquiry from Rep. Peake's office. Ms. O'Keeffe promised to be diligent in responding.
- 3 OpenCape. I requested a cost proposal form OpenCape's operator, CapeNet some time ago and have not received one. In an effort to move this along, I am on a sub committee of the Cape Cod Manager's Association which is working with the Commission to issue a RFP for municipal Internet access for all Cape towns. Securing high bandwidth Internet access is a prerequisite to upgrading our antiquated phone system and connecting all town computers in a unified system.
- 4 208 Water Quality. We continue to participate in the Cape Cod Commission's watershed working groups. Next meeting is October 30th at 1:00 PM at the COA.
- 5 Herring River Restoration. Comments by the Board have been discussed with the working group. Next meeting is October 17th at 1:00 PM at the Seashore Headquarters (assuming that the Seashore has reopened by then).
- 6 Town web site – redesign in progress.
- 7 Public Works Projects:
 - a. Elementary School Roof. We have been assigned an owner's project manager and a designer by the MSBA. A site visit has been conducted and fee negotiations are in progress with both. If negotiations are complete by October 8th, contracts can be approved by the Board on October 8th.
 - b. Water System Expansions. Four bids received on September 30th. Bids are being evaluated by EPG. Apparent low bidder is Robert B. Our, Co., Inc. See separate memorandum.
 - c. Route 6 & Mains Street intersection. I spoke with Pam Hazner of Mass DOT on September 26th. She informed me that the Town was responsible

for engaging a design firm to engineer the intersection and get the project on the transportation improvement plan (the "TIP"). Once that is done the construction costs, including any property acquisition costs, would be paid by the DOT. A rough estimate of the design costs by Paul Millet is around \$30,000 to \$40,000. This will require a town meeting appropriation as funding for this has not been budgeted.

- d. Tennis Courts Reconstruction. Engineering complete. Project is now with the recreation director for CPA and grant applications.
- e. Hamblin Park. Work is underway.
- f. COA Garden Project. Awards have been made and contracts are pending for the site preparation and concrete flatwork with both scheduled to be completed by December 1st. The planting contract will have to be extended so planting can be done in the Spring.
- g. Baker Field restrooms. The RFQ for designer services has been published. Responses are due on October 15th by 2:00 PM.
- h. Alarm System for town hall. No action this period.
- i. Key card entry system for COA. DPW instructed to proceed, with funding from COA gift account.
- j. Police Station. In concert with Building Needs and Police Dept. ATA King is preparing a request for qualifications to assess building for possible renovation and determination of police department long term needs. Will need to appoint two additional members to Building Needs to act as designer selection committee. Chief Fisette and a DPW representative are obvious candidates.
- k. Shellfish Building. I've discussed the condition of this building with numerous persons. The consensus is that it cannot be saved. Consideration should be given to replacing it, which may be difficult, or finding other space for the Shellfish Dept.
- l. Wireless communication links between town hall, harbormaster and beach sticker office. This is to replace the Comcast connections which have presented some reliability issues. Purchase order issued August 22, 2013 using FY 2014 capital funding.

8 Personnel Matters:

- a. Administrative actions: None.
- b. Current employment vacancies (Charter 5-3-2 (i)):
 - i. Police Department. One possible vacancy due to an expected retirement in November, 2013.
 - ii. DPW. Two vacancies: equipment operator positions. We are working on converting one of these to a working foreman position to provide some supervision at the transfer station. Two other employees are on restricted duty due to injury.
 - iii. Building – Building Inspector is part time.
 - iv. Health – Assistant health agent position is vacant. Health agent proposes to fill it on a part time basis using the funding previously appropriated which is currently being used to contract with the County one day a week.

9 Mass. Certified Public Purchasing Officer.

TOWN ADMINISTRATOR'S REPORT TO THE SELECTMEN

- a. Goods and Services course – waitlisted for December 10 – 12 on Cape Cod.
- 10 Wellfleet TV – Cable TV Chanel. Tim, Tom Cole and I are working on a RFP for recording and broadcast equipment.
- 11 OysterFest. MOU with SPAT executed. Hearing on parking fees for town lots on October 8th.
- 12 Plowing of paved private ways. A FAQ and the list of roads, identifying the needed improvements, has been posted on the Town's web site and legal notice will be published. Corrective repairs have been made to one road. My office has received a number of inquiries about this issue.
- 13 Signs on Town Hall lawn. This was discussed as a zoning issue by the Planning Board on July 17th.

Building Dept. Complaints for September 2013:

9-10-13 : Peter Watts RE: Commercial venture operating @ 114 Pamet Point Road. I visited the site the same day. Called and spoke with contractor regarding the violation. Contractor has ceased operation at this location and moved to a commercial site off rte 6. I've relayed this info to Lauren @ CCNS.

9-27-13 : Call from property owner Dennis Townsend RE lead paint issue from 65 Old Paine Hollow Road (Pond Hill School). Called, spoke with and met contractor (Steve Rose) RE same. Contacted the State: Nathan Landers, Brian Wong and Dan Gavin @ DLS. They do not enforce lead paint issues on commercial structures. I thought lead paint was lead paint? I consulted with Lynn Perry, Health Agent, and she also made calls to the State. Advised owner to contact the State himself and also OSHA.

9-27-13 : E-mail from abutter to Black Fish Creek Variety on rte 6 RE fill. This is an ongoing issue as both Hillary and I visited this location earlier this year. Fill is on Blackfish Creek Variety property at the moment. There is no Conservation issue and there is no Building Permit related to this fill that would allow enforcement.

Health/Conservation Dept. Complaints for September, 2013:

September 11, 2013: Numerous calls complaining about vehicles driving on vegetation at Hamblen Park. Called Frank Corbin to discuss the complaint and a resolution.

September 18, 2013: Herring River clogged at Old King's Highway crossing Site visit made and emergency certification issued to remove sand from river and install water diversion trenches.

September 25, 2013: Lead paint complaint at Pond Hill School Spoke with MA Department of Labor Standards and asked them to enforce the lead regulations.



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To: Board of Selectmen
From: Harry Terkanian, Town Administrator
CC: Mark Vincent, Hillary Greenberg-Lemos, Lydia Vivante
Subject: Pay As You Throw Status
Date: October 1, 2013

In anticipation of a December 1, 2013 “go live” date for Pay As You Throw (PAYT) we have done the following:

1. Make needed improvements to the transfer station. The existing concrete pad will need to be enlarged to accommodate additional recycling compactors. The existing gate house/scale house will need rebuilding, primarily due to its current condition. Funds to renovate the gate house are available. No funding is available for enlarging the concrete pad for the recycling compactors.
2. Long term improvements to the transfer station. If the Town continues to operate the transfer station long term, there are several other capital items which will need replacement such as the gatehouse scale and trucks, or which will need reconstruction, such as the awning over the MSW trailer.
3. Determine the additional equipment needed at the transfer station. Principally additional recycling compactors will be required. Funds were included in the FY 2014 capital budget for this. There is also a “yard horse” in the FY 2014 capital improvement plan. The yard horse is primarily for moving compactors, but can also be used for over the road transport of recyclables should the need arise.
4. Acquire the additional equipment needed at the transfer station. Responses to the RFP for the yard horse are due on October 3, 2013. The additional compactors are needed for seven day a week summer operations. They are valuable but not essential for winter operations. Procurement still needs to be done for these.
5. DPW additional staffing. The DPW director needs an additional employee to monitor PAYT. This need is primarily during the summer season. The two ways to meet this are to add one or more part time or seasonal employees to the transfer station budget or to adopt a five day a week operating schedule on a year round basis. Operating the transfer station on a five day a week schedule year round would reduce the need for vacation and day off coverage so fewer seasonal or part time employees would be required for coverage and one of these could be re tasked to be the PAYT monitor. The issue of operating the transfer station on a five day a week schedule year round has been referred to the board of health and has not received an enthusiastic response. While the Board of Health did express some interest in closing the

Transfer Station one day a week, that would provide only a partial solution to the staffing issue. The alternative is to provide additional staff. Experience may show that staffing could be reduced, but understaffing the program at its inception increases the chance of failure. We are evaluating the FY 14 operating budget to determine whether there are sufficient funds to cover these requirements for the remainder of the current fiscal year. It appears at present that we will be implementing PAYT with our present level of transfer station staffing.

6. A number of educational outreach efforts are planned or underway including web site and blog posts, flyers at the transfer station, the possibility of tax bill stuffers with the fall tax bill. Information was provided with beach and transfer station permits. Community group outreach includes speaking before groups such as the National Seashore Owners Association and the Non Resident Taxpayers Association. Future efforts will include a possible tax bill stuffer with the fall tax bills, and a November 4, 2013 program hosted by the Wellfleet Community Forum. Signage at the transfer station advising of the change is also under consideration.
7. Bag Purchasing. We have contracted with WasteZero to provide bags and to administer shipping, inventory control, invoicing and collection. I have selected purple as the bag color. We have approved bag art, the packaging insert and WasteZero's letter to retailers. We still need to setup and account to receive wire remittances from WasteZero. Bags will be offered in the sizes specified in the Board of Health regulations. I would not like to see bag sales at the transfer station because it would likely place additional demands on the gatehouse staff and reduce the incentive to purchase bags from local retailers. We anticipate that bags will be available at retailers no later than November 22nd.
8. Bag Retailers. Lydia Vivante has prepared a list of possible bag retailers and is in the process of making the initial contact with each to verify willingness to participate. Possible candidates include convenience stores, grocery stores, liquor stores, Mid Cape Center, Stop & Shop and Shaws, both in Orleans and Stop and Shop in Provincetown. Orleans Shaws and Stop & Shop are both selling bags for Brewster. The retailers do not make a profit on the bag sales, the inducements to handle them are possible increases in retail traffic and being a good corporate citizen. A minority of towns do allow retailers to make a small profit on bags. Once we have secured initial agreement from retailers Waste Zero representatives will meet with each to handle logistics.



Town of Wellfleet Committee Vacancies

To: Harry Terkanian
From: Amy Voll
Re: Appointments to Town Boards

Date: October 8, 2013

The report format provides the appointing authority with a comprehensive view of vacant positions on each Town Board. Each table identifies the amount and type of positions that are vacant, the authority for making the appointment and the length of the term. Following the table contains names of individuals requesting consideration to fill a vacancy.

Barnstable Human Rights Commission (1 Wellfleet Representative)

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

Requesting Appointment: No applications on file.

Building Needs & Assessment Committee (5 Members)

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

Requesting Appointment: No applications on file.

Bylaw Committee (3 Members)

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

Requesting Appointment: No applications on file.

Commission on Disabilities (up to 7 Members)

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

Requesting Appointment: No applications on file.

Energy 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.

Herring Warden (1 Warden, 1 Assistant Warden)

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

Requesting Appointment: No applications on file.

Historical Commission (7 Members)

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

Requesting Appointment: No applications on file.

Local Comprehensive Planning Implementation Committee (5 Members)

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

Requesting Appointment: No applications on file.

Recycling Committee (9 Members)

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

Requesting Appointment: No applications on file.

Personnel Board (4 Community Members)

Vacant Positions	Appointing Authority	Length of Term
1 Position	Board of Selectmen	6/30/2015

Requesting Appointment: No applications on file.

Shellfish Advisory Committee (7 Members, 2 Alternates)

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

Requesting Appointment: No applications on file.

**Wellfleet Board of Selectmen
Minutes of the Meeting of September 24, 2013
Council On Aging Building, 7:00 p.m.**

Present: Berta Bruinooge, John Morrissey, Dennis Murphy, Paul Pilcher; Town Administrator Harry Sarkis Terkanian.

Regrets: Jerry Houk.

Chair Berta Bruinooge called the meeting to order at 7:00 p.m.

Announcements

- Suzanne Grout Thomas announced that there would be a flu clinic held at the Council On Aging on October 29 and November 5, 2013 for Wellfleet residents 18 and over.
- Terkanian met with the Owner's Project Manager assigned by the Massachusetts School Building Authority for the Wellfleet Elementary School Roof project. Jim Nowack, Assistant Director of Finance and Operations from the Nauset Regional School District, also attended the meeting.
- Fire Chief Rich Pauley announced that Fire Prevention Week was October 6-12, 2013 and the Fire Department had various activities planned including an open house on Sunday, October 6, 2013 from 10:00 a.m. to 3:00 p.m. with lessons on how to prevent kitchen fires.

Appointments

Motion 14-0057: Morrissey moved to appoint Jane Sharp to the Recycling Committee for a three year term ending 6/30/16. Murphy seconded the motion and it passed 4-0.

Business

Taxation Aid Committee presentation

Lisa Benson, chair of the Taxation Aid Committee, read a press release¹ announcing the launch of the Wellfleet Tax Assistance Program to benefit elderly and disabled members of the community. Benson also reviewed an insert² to be included in the upcoming tax bill that requests a donation to the Taxation Aid Fund. Benson asked for a \$150 donation to cover the cost of printing the tax inserts.

Motion 14-0058: Pilcher moved to support the Taxation Aid Committee press release, tax insert and \$150 donation from Town funds to pay for printing the tax insert. Morrissey seconded the motion and it passed 4-0.

Update on Wellfleet Public Library addition

Elaine McIlroy and Reatha Ciotti, chair of the Board of Library Trustees, reviewed plans to construct a 500 square foot wood frame addition to the west side of the Wellfleet Public Library³. The Nerber Room addition will house the local history collection and also serve as an additional reading room. Construction will be funded by a \$200,000 bequest from Martin Nerber. Trustees will fundraise any expenditure over the \$200,000 bequest. From the audience, Building Needs and Assessment chair Hugh Guilderson spoke to the average rate per square footage for public buildings. McIlroy asked the Administration for help in preparing the Request for Qualifications (RFQ).

BOS approval of SAB letter to MA Division of Marine Fisheries

The Shellfish Advisory Board (SAB) composed a letter to Paul Diodati, Director of the MA Division of Marine Fisheries (DMF), to request the formation of a small working group with the DMF Horseshoe Crab Science Committee in Boston to collaborate on data collection and the study of horseshoe populations in Wellfleet waters. The SAB is asking the BOS to approve the correspondence.

Motion 14-0058: Pilcher moved to approve the letter from the Shellfish Advisory Board to the Division of Marine Fisheries regarding the formation of a working group to collaborate on horseshoe crab research in Wellfleet waters. Murphy seconded the motion and it passed 4-0.

Discussion of parking charge at the Marina and Mayo Beach during OysterFest

Terkanian said this was a preliminary discussion prior to holding a public hearing on October 8 to discuss charging parking fees at the Marina and Mayo Beach during OysterFest. The Marina would like to increase their charge from \$10 to \$15. The Shellfish Promotion and Tasting Board (SPAT) sent a memo⁴ prior to the meeting requesting 100 spaces for their vendors at a \$5 charge. Morrissey suggested that a \$5 vendor fee might be feasible if SPAT agrees to donate \$1,000 to the Marina Enterprise Fund to make up for lost parking revenue. Terkanian and the Selectmen discussed the merits of charging for parking at Mayo Beach and concluded that businesses rely on the Mayo Beach parking lot and that staffing a paid lot could decrease gained revenue by up to half. From the audience, Recreation Director Becky Rosenberg said that the Mayo Beach lot was used as the gathering stage and start point for the annual OysterFest Road Race. SPAT is also requesting 12 extra handicap spaces at Mayo Beach. Morrissey and Murphy suggested offering SPAT a portion of the Wellfleet Elementary School Parking lot for additional handicap parking. From the audience, Suzanne Grout Thomas offered the COA parking lot as a viable alternative for extra handicap parking and a place for handicap van transportation to OysterFest. Pilcher said that there were many good ideas presented during tonight's discussion that can be raised at the public hearing on October 8.

Request of Laura Kelly for statement in opposition to NSTAR right of way spraying

Laura Kelly, founder of Protect Our Cape Cod Aquifer (POCCA) and local resident Dr. Brian O'Malley asked the Selectmen to sign a resolution⁵ asking NSTAR to "abandon its current plan to use herbicides along the rights-of-way on Cape Cod and commit to a no-spray, pesticide-free policy of vegetation management on Cape Cod and the Islands." Kelly said pesticides leach more quickly into the drinking water aquifer in the sandy soil of Cape Cod and Dr. O'Malley added that the herbicides being used are "poison" that have not been thoroughly tested for health effects.

Motion 14-0059: Murphy moved to approve and send the requested resolution to NSTAR from the Wellfleet Board of Selectmen. Morrissey seconded the motion and it passed 4-0.

Continued discussion of possible license of Town property to Wellfleet Sea Salt

Pilcher said that further discussion regarding the Wellfleet Sea Salt lease was a "moot point" this evening as the company is in negotiations with a private land-owner to secure a lease. Pilcher did ask Terkanian to identify Town-owned land in Wellfleet that might be leased for economic development purposes. From the audience, Michael Frazier said he would like to see the Selectmen give priority to leasing such land to Wellfleet residents who own businesses. Bruinooge concurred.

Set date to submit comprehensive FY2015 budget to BOS and Finance Committee

The Selectmen agreed on December 10, 2013 as the submission date for the comprehensive FY2015 budget to BOS and Finance Committee.

Town Administrator's Report

Town Administrator Harry Terkanian reviewed the Town Administrator's report⁶, which contained supplementary information on the following issues:

- In a greater move toward transparency in government, the BOS packets are now posted on the Town website.

Future Concerns

- Paul Pilcher would like to see a list of Town-owned property that may be used for economic development, and revisit the issues of signs on Town property and BOS Goals. He would like to see all three topics on a future agenda.

- Murphy would like to set up a time to speak with the Board of Water Commissioners and the Department of Public Works about water system construction efforts, specifically to discuss hiring appropriate DPW staff to assist with the process.
- Bruinooge would like to set parking regulations for Town Parking lots before budget season and asked Terkanian to speak with the pastors of the Methodist and Congregational Churches about employee parking. She would also like to get Police Chief Ron Fisette involved with any parking enforcement needs.

Correspondence and Vacancy Report

John Morrissey had prepared the Correspondence Report⁷. A copy was made available for review.

Minutes

Motion 14-0060: Murphy moved to approve the minutes of the September 10, 2013 BOS meeting as printed. Morrissey seconded the motion and it passed 4-0.

Motion 14-0061: Morrissey moved to approve the minutes of the September 17, 2013⁸ BOS meeting as printed. Bruinooge seconded the motion and it passed 4-0.

Adjournment

Motion 14-0062: Pilcher moved to adjourn the meeting. Murphy seconded the motion and it passed 4-0. The meeting was adjourned at 7:54 p.m.

¹ 2013-09-24 Taxation Aid Committee press release announcing Tax Assistance Fund

² 2013-09-24 Taxation Aid Committee tax insert requesting donations

³ 2013-09-18 Memo: 'Nerber Room Addition to the Library' and detail from certified plot plan

⁴ 2013-09-24 Email memo from Michele Insley: Re: Discussion on Marina/Mayo Beach parking charge during OysterFest

⁵ 2013-09-24 BOS resolution to NSTAR regarding pesticide spraying of vegetation on power lines

⁶ 2013-09-24 Harry Terkanian Town Administrator's Report

⁷ 2013-09-24 Correspondence Report

⁸ 2013-09-10 and 2013-09-17 Minutes