



Board of Selectmen

The Wellfleet Board of Selectmen will hold a public meeting on Tuesday, January 28, 2014 at 7 p.m. at the Wellfleet Senior Center, 715 Old Kings Highway, Wellfleet, MA 02667.

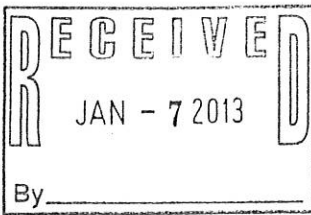
- I. **Announcements, Open Session and Public Comment [7:00]**
- II. **Public Hearing(s) [7:15]**
 - A. Restaurant Closing
 - a) Application received January 7, 2014 from Joseph Wanco requesting the closing of The Lighthouse Restaurant from Sunday, February 23, 2014 through Thursday, April 17, 2014. This closing time will be used for general cleaning and maintenance.
 - B. Shellfish
 - a) Request received to amend the Town of Wellfleet Shellfishing Policy and Regulations by making changes to section 5.1, 6.1.2, 7.31.1 and 7.16 and adding a section 6.4.7.
 - b) Application received to transfer shellfish grant licenses 2006-01 and 2006-01 ext from Robert LaPointe to Robert and Lorraine LaPointe.
 - c) Application received to renew shellfish grant licenses 2006-01 and 2006-01 ext for a ten year period.
- III. **Licenses/Appointments**
 - A. Licenses
 - a) Business license renewals: Blue Willow Fine Foods, Mainstay Motor Inn, PJ's Family Restaurant, Vintage Auto (Used Car Dealer's License – Class II).
 - B. Appointments
 - a) Miriam Spenser – Historical Commission [to fill the remainder of Jean Nelson's term expiring on 6/30/15]
- IV. **Business**
 - A. Cape Light Compact update presentation and discussion of revised Aggregation Plan [CLC staff]
 - B. Request by NRAB to discuss Herring Warden position [Hitchcock]
 - C. Review of proposed improvements to Gull Pond landing and parking [Grout-Thomas]
 - D. Five year budget projection document [Crary]
 - E. FY 2015 Budget Review [TA]
 - F. Water System Expansion Proposed Change Orders 2 and 3 [TA]
 - G. Request by Center For Coastal Studies for letter of support for grant application [TA]
 - H. Request by Friends of Herring River for letter of support for grant proposal [TA]
 - I. Participation in Truro Community Development Block Grant [TA]
 - J. Request to extend noise ordinance at Holden Inn on July 12, 2014
 - K. Approval of Wellfleet Permanent Firefighters Agreement [TA]
- V. **Town Administrator's Report**
- VI. **Future Concerns**
- VII. **Correspondence and Vacancy Report**
- VIII. **Minutes**
- IX. **Adjournment**

TOWN OF WELLFLEET
PUBLIC HEARING

In accordance with M.G.L. Chapter 138, notice is hereby given that the Wellfleet Board of Selectmen will hold a public hearing on Tuesday, January 28, 2014 at 7:15 p.m. in the Wellfleet Council on Aging to consider the following:

- Request received January 7, 2014 from Joseph Wanco to close The Lighthouse Restaurant from February 23, 2014 until April 17, 2014.

WELLFLEET BOARD OF SELECTMEN



The Lighthouse
317 Main Street
Wellfleet, Ma. 02667

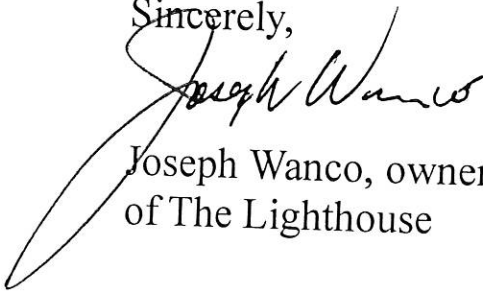
January 7, 2014

The Wellfleet Board of Selectmen

Re : 2014 Closure

Please consider my request to close The Lighthouse from February 23rd until April 17th. During this time I plan to attend to my annual cleaning, painting and re-finishing the floors. At his time I'd like to thank my patrons and the Board of Selectmen for their continued support during this past year.

Sincerely,


Joseph Wanco, owner
of The Lighthouse

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, January 28, 2014 at 7:15 p.m. in the Wellfleet Council on Aging to consider the following:

- To amend the Town of Wellfleet Shellfishing Policy and Regulations by making changes to section 5.1, 6.1.2, 7.13.1 and 7.16, and adding a section 6.4.7.
- To transfer shellfish grant licenses 2006-01 and 2006-01 ext from Robert LaPointe to Robert and Lorraine LaPointe
- To renew shellfish grant licenses 2006-01 and 2006-01 ext for a ten year period.

Recommendation of the Shellfish Constable and copies of the proposed changes are available in the Administration Office.

WELLFLEET BOARD OF SELECTMEN

To: Wellfleet Board of Selectmen
From: Shellfish Advisory Board
Re: Suggested changes to seasonal shellfishing regulations
Date: Jan. 6, 2014

At our SAB meetings on Dec. 10, 2013 and Jan. 6, 2014 the proposal for two important changes to seasonal shellfishing closures were discussed by the SAB.

The South side of Lieutenant Island is open to commercial harvest year round, is not very productive and is difficult to patrol during the summer. We think that if the oysters are not harvested over the summer, there will be a better chance to have legal size oysters in the Fall. We therefore propose a seasonal closure of this area beginning in 2014.

It has become increasingly difficult for the Shellfish Department to grow and transport a sufficient quantity of quahogs to this area for noncommercial permit holders. Because of QPX, it may not be prudent to transfer quahogs from the beds that the town uses for grow out to Indian Neck because the quahogs are being moved between different areas of the Harbor. In addition, a significant effort of Shellfish Department personnel and Shellfish Department resources are being employed to meet the expectations of noncommercial permit holders in this limited area during the summer season. Therefore, some members of the SAB feel that the Indian Neck, non-commercial shellfishing area should be closed during the summer. As a compromise, the SAB voted to keep the area open but limit harvest to one day per week (Wednesdays only) instead of two (Sundays and Wednesdays) for 2014. Every effort should be made to inform noncommercial permit applicants as to why this is happening, including notification to the Nonresident Taxpayers Association.

The SAB also discussed the time period for obtaining a commercial permit. In order to eliminate opportunistic applications for commercial permits, and thus protect shellfish resources, the time period for obtaining a commercial shellfishing license should be shortened from five months (Dec. 1 through April 30) months to two months (Dec. 1 through Jan. 31).

We recommend the following changes to the Shellfishing Regulations; changes are highlighted with red font:

Section 5. Noncommercial Shellfishing

5.1 Seasonal Restrictions: Open and Closed Areas

Area 2 (Indian Neck): open for the harvesting of shellfish **on Wednesdays only**, from June 1st through September 30th, unless otherwise regulated.

Section 6. Commercial Shellfishing

6.1.2 Commercial Permit Requirements

Annual commercial permits will be issued from December 1st through **January 31st** of the permit year, subject to a thirty (30) day review of the application by the Shellfish Constable. Annual commercial permits are valid from January 1st through December 31st. Permits will only be issued after the applicant has shown proof of having a valid State commercial permit with a shellfish endorsement and a valid shellfish transaction card from the DMF. [CMR 322 7.01 \(2\) g, i, k](#)

6.4.7 South Lieutenant's Island

South Lieutenant's Island will be closed for the taking of shellfish from June 1st through September 30th.

Section 7. Shellfish Aquaculture

7.13 Annual Report

7.13.1 Due Date

Licensees shall file annual reports under oath on their activities, in accordance with [MGL Chapter 130; Section 65](#) on or before **February 28th of the following year**. The report must include any changes or deviation from the original plan filed with the original application or any subsequent application.

7.16 Petite Oysters and Gems

d. they, or their employees, **or otherwise affiliated persons** (as defined in Section 7.8.4 [Employees of Licensees](#)) or their families do not store any oysters or quahogs harvested from the wild on their licensed area(s);

Section 5. Noncommercial Shellfishing

5.1 Seasonal Restrictions: Open and Closed Areas

Area 2 (Indian Neck): open for the harvesting of shellfish **on Wednesdays only**, from June 1st through September 30th, unless otherwise regulated.

Application for Transfer of Shellfish Grant License

Date: 1/7/14

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

I/We hereby request transfer of Shellfish Grant License # ²⁰⁰⁶⁻⁰¹ ~~2006-01~~ EXT from

ROBERT LAPOINTE To
ROBERT AND LORRAINE LAPOINTE

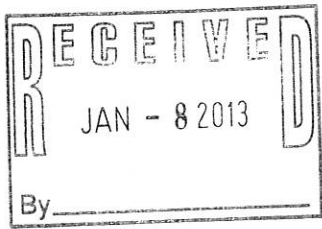
Said grant license is located at CCB II INDIAN BECK, in Wellfleet, MA
and consisting of 6.4 acres, as shown on a plan prepared by SLADE
and dated _____.

[Signature]
Signature(s)

ROBERT / LORRAINE LAPOINTE
Name(s)

30 THOMAS COLES LN
Mailing Address

349 9164
Telephone



APPLICATION FOR RENEWAL OF SHELLFISH GRANT LICENSE

Date: 1/7/14

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

I/We hereby request renewal of Shellfish Grant License # 2006-01 2066-06 EXT.
located at CCB II INDIAN BEACH, in
Wellfleet MA, and consisting of 6.40 acres, and dated _____,
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.

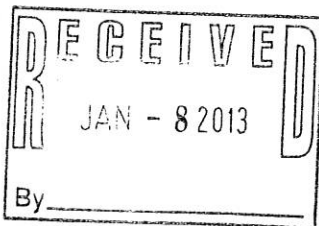
[Signature]
Signature

ROBERT/LORRAINE LAPOINTE
Name

30 THOMAS COLES LN.
Mailing Address

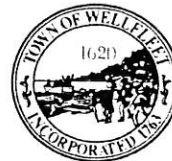
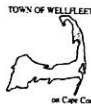
WELLFLEET MA. 02667

508 349-9164
Telephone Number





Wellfleet Shellfish Department



300 Main Street, Wellfleet, Massachusetts 02667

January 14, 2014

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

To consider the following:

- To amend the Town of Wellfleet Shellfish Policy and Regulations by making changes to section 5.1, 6.12, and 7.16, and adding a section 6.4.7

I recommend that each of the proposed amended regulations be passed in sections 5.1, 6.12, and 7.16, and adding a section 6.4.7

- Application received to transfer shellfish grant licenses 2006-01 and 2006-01 ext from Robert LaPointe to Robert and Lorraine LaPointe and to also to have grant 2006-01 and 2006-01 ext to be renewed for a ten year period.

Lorraine LaPointe meets all the town's minimum requirements and should be added to grant licenses 2006-01 and 2006-01 ext to read Robert and Loraine LaPointe

I also recommend that grant 2006-01 and 2006-01 ext be renewed for a ten year period.

Respectfully Submitted,

Andrew Koch
Shellfish Constable

Phone (508) 349-0325



Fax (508) 349-0305



TOWN OF WELLFLEET
APPLICATION FOR TOWN BOARDS & COMMITTEES MEMBERSHIP

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

FILL OUT THE FORM BELOW and mail it to:

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

Name Miriam Spences Date 1/23/14

Mailing Address 55 E. Commercial St.
Wellfleet, MA 02667

Phone (Home) _____ (cell) 802.591.2986

E-mail mtspencerma@gmail.com

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

Coordinator, outdoor educator, community super staff, library assistant,
data entry, ^{school} data team member, workshop leader/facilitator,
computer program trainer (Excel), light bookkeeping

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

MsEd Curriculum & Instruction MsEd Math Ed,
QuickBooks training, coursework in business math and
accounting

Committees/Boards of Interest: 1) Historical Commission

2) _____

3) _____





TOWN OF WELLFLEET

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

DRAFT

January 28, 2014

Cape Light Compact Governing Board
3195 Main Street
Barnstable, MA 02630

Re: Proposed Updates/Revisions to the Cape Light Compact Aggregation Plan

Dear Governing Board:

Representatives from Cape Light Compact (Compact) have informed us that the Compact is in the process of updating its Aggregation Plan at the request of the Massachusetts Department of Public Utilities (DPU); and apprised us of the nature of the proposed revisions.

This letter acknowledges that our Board member will be voting to approve the final proposed revisions at a public Compact Board meeting in March 2014 and to submit those revisions to the DPU. Town comments, if any, on the proposed revisions will be forwarded to our representative for discussion and consideration by the full Compact Board.

The Town acknowledges that the Compact held a seven week public comment period and conducted three informational sessions on the proposed revisions, including a session on January 16, 2014 at 7pm at the Orleans Town Hall. The Compact also posted a copy of the proposed revisions and supporting information on its website. These actions afford an opportunity for the public to comment on the proposed revisions.

Sincerely,

Berta Bruinooge, Chair
On behalf of the Wellfleet Board of Selectmen



Cape Light Compact Aggregation Plan

Wellfleet Board of Selectmen



January 28, 2014

Cape Light Compact




- Represents all 15 Cape Cod and 6 Martha's Vineyard towns and 2 counties
- 1997 MA Restructuring Act authorizes towns and cities to aggregate customers to purchase power supply and to administer rate payer funded energy efficiency programs
- 1998 Spring and Fall Town Meeting votes
- 1998 Towns form Cape Light Compact, Execute Intergovernmental Agreements

Fast Facts – 2013 (Jan – Nov)

ENERGY EFFICIENCY
 250 Wellfleet accounts saved
 over **\$84,000**
in electric costs

1 home
built to be efficient

4,800
electric accounts

Solar at Wellfleet Elementary School
 has saved over **\$2,900** in electric costs
paid through CUC's Solarize our Schools since December 2006

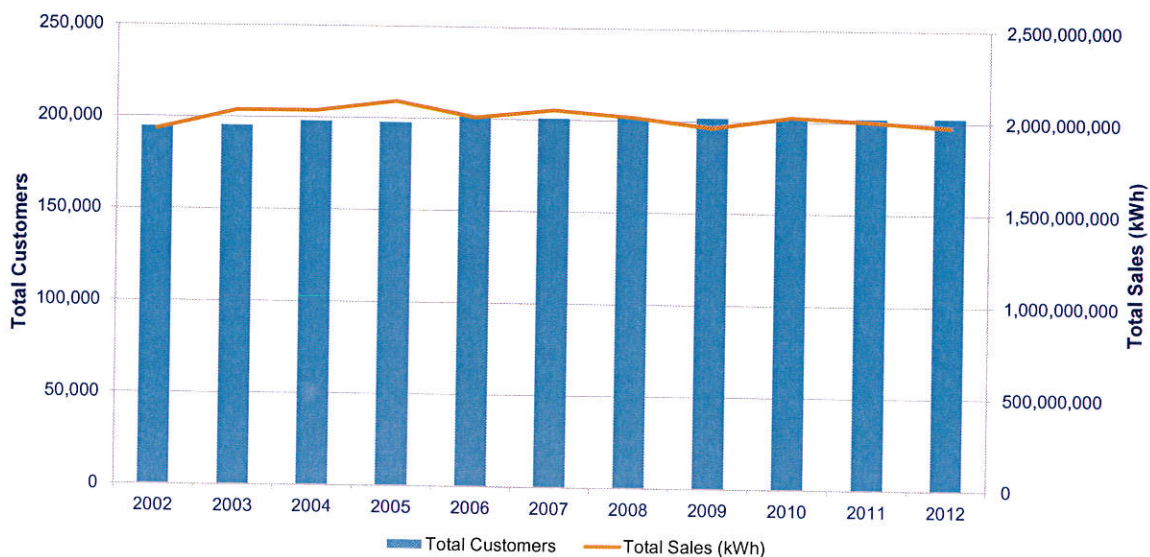


2013 - 2014 Project *Installs begin in 2014*
 233 municipal streetlights to LEDs
\$11,354 in electric savings in a year




*LED Streetlight Demo –
 Near Wellfleet Library*

Energy Usage and Customer Trends



Customer counts have grown by 4%, but the energy usage is flat. Energy efficiency is WORKING!

What's Happened in 2013

Auditor-recommended Agreed-Upon Procedures for 2003 – 2008 completed

Determine the appropriateness of the energy efficiency and power supply reserve funds' disbursements

- Concluded all items sampled of the energy efficiency fund disbursement were appropriate
- Reviewed 81% of value of power supply disbursements and found 2 disbursements (\$59K) entered incorrectly

Review of power supply bids – 2005 forward

DPU requests Compact revise Aggregation Plan to ensure Plan adequately describes program and remove references to obsolete terms

2009, 2010 and 2011 Audits Completed

- No major findings
- Recommended minor process improvements
 - Revise chart of accounts
 - In addition to Board approving expenditure of power supply funds, Board should appropriate fund

☞ www.capelightcompact.org/financialreports

Initial Plan and the Governing Document

- ☞ AGGREGATION PLAN is similar to blueprints for a house; the plan to begin the process.

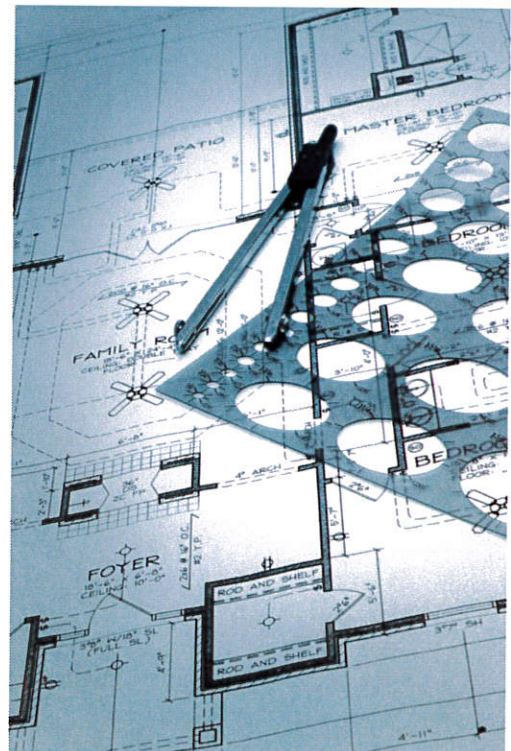
"Finally G.L. c. 164 § 134(a) requires that a municipal aggregation plan filing describe (1) the organizational structure, operations, and funding; (2) rate setting and other costs to participants; (3) the method for entering and terminating with other entities; (4) the rights and responsibilities of participants; and (5) termination of the plan.... The Department concludes that the Compact has satisfied the statutory filing requirements.

- excerpt from the Department Order, August 2000

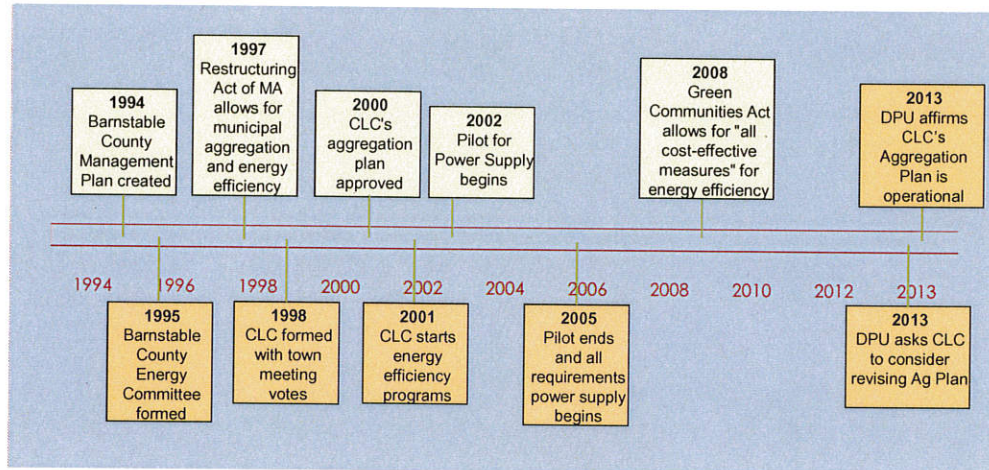
- ☞ INTER-GOVERNMENTAL AGREEMENT is the governing document.

"The Compact's governing document is the 'Inter-Governmental Agreement of the Cape Light Compact,' which was formally executed by each member town after full discussion."

- excerpt from the Department Order, August 2000



Timeline



Building Blocks

- ⌘ Municipal aggregation allows the Compact to administer the energy efficiency programs and provide consumer advocacy.

"A municipality or **group of municipalities establishing a load aggregation program** pursuant to subsection (a) may, by a vote of its town meeting or legislative body, whichever is applicable, adopt an energy plan which shall define the manner in which the municipality or municipalities **may implement demand side management programs** and renewable energy programs that are consistent with any state energy conservation goals developed pursuant to chapter 25A or chapter 164.

- excerpt from the Restructuring Act, 1997



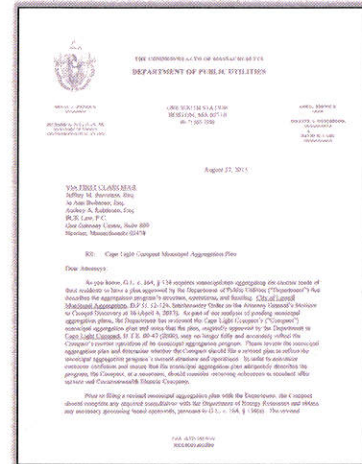
Impetus for the Revision

In light of other municipal aggregation plan submittals, DPU (the Compact's regulators) asked the Compact to review its aggregation plan.

The Compact's Governing Board chose to revise the Aggregation Plan.

"As part of our analysis of pending municipal aggregations, the Department has reviewed the Cape Light Compact's ("Compact") municipal aggregation plan and notes that the plan, originally approved by the Department in Cape Light Compact, D.T.E. 00-47 (2000) may no longer fully and accurately reflect the Compact's current operation of its municipal aggregation program. Please review the municipal aggregation plan and determine whether the Compact should file a revised plan to reflect the municipal aggregation program's current structure and operations."

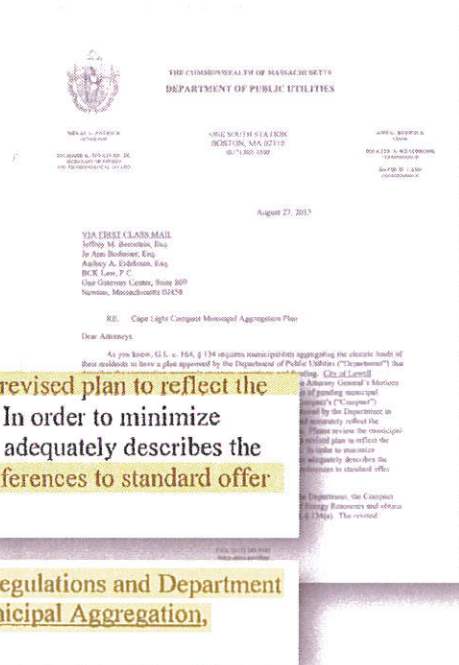
- excerpt from the Department's letter to the Compact, August 2013



What did the DPU ask of the Compact?

As part of the review, the DPU asked the Compact to consider revising the Aggregation Plan to:

1. Reflect our current structure and operations
2. Remove obsolete references
3. Ensure that the we were in compliance with the DPU's order in 12-124, pertaining to the City of Lowell's Municipal Aggregation



aggregation plan **1** determine whether the Compact should file a revised plan to reflect the municipal aggregation program's current structure and operations. In order to minimize customer confusion and ensure that the municipal aggregation plan adequately describes the program, the Compact, at a minimum **2** should consider removing references to standard offer service and Commonwealth Electric Company.

municipal aggregation plan **3** comply with any applicable laws, regulations and Department precedent, including the Department's Orders in City of Lowell Municipal Aggregation, D.P.U. 12-124. Thank you for your attention to this matter.

1 – Update to Reflect Current Structure and Ops

The Aggregation Plan was initially submitted as restructuring of the electricity market was taking shape – things have changed a lot since then. Revisions to the plan that reflect these changes include:

- Procurement process – revised to reflect electricity market dynamics
- Appointment of Chief Procurement Officer, and definition of the position’s responsibilities
- Rename “mil adder” to “operational adder” to better reflect use of funds
- Voluntarily established limit on unreserved portion of power supply reserve fund. After appropriations, shall not exceed:

Next year’s RECs + contractual obligations + avg operating budget + cost of procuring a new supplier



1 – Updates - Continued

- ⌘ Operational adder funds spent through budget appropriation process
- ⌘ Requires annual independent financial statements by auditor of Compact’s expenditures
- ⌘ Codifies that all Compact funds included in fiscal agent’s (Barnstable County) annual audit
- ⌘ Energy efficiency Administration:
 - Reference to compliance with the Green Communities Act
 - Describes the three-year planning process, including review and approval by DPU (which is a separate process)



2 – Removing obsolete references

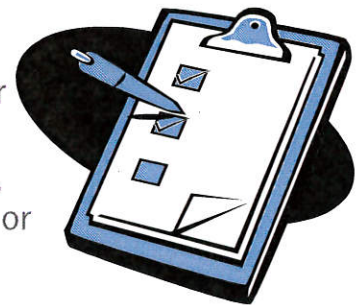
- Deleted obsolete terms and references (e.g. standard offer, Commonwealth Electric Company)
- Removed names of individuals and replaced with functions and/or titles

Commonwealth
Electric



3 – Comply with Lowell Order

- Lowell Order – context
- Items in the order that pertain to CLC:
 - Reaffirmed authority to collect an operational adder
 - Reaffirmed that there is no requirement that municipal aggregation rates be below basic service, and that DPU's role does not include a review rates or operational adders
 - Ruled that aggregations cannot switch customers between basic service and to aggregation to achieve best rate
- Aggregation Plan updated to reflect:
 - Annual report on power supply due to DPU (CLC currently reports annually to DOER)
 - Triggers for updating the plan, including deviations from original plan, changes in law, etc.

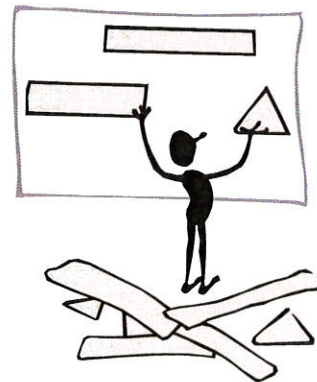


Next Steps

- ⌘ Public Comment on proposed Updated Aggregation Plan
 - Comments to be submitted in writing by January 31, 2014
 - Board members informing their BOS/Council of process
- ⌘ Final proposed updates made to Aggregation Plan
- ⌘ Board vote on Final Updated Aggregation Plan (March 2014)
- ⌘ Submit Final Updated Aggregation Plan to DPU, including:
 - Memorandum of Law in support of proposed process and suggested procedures for DPU review
 - Public comments from Compact's comment period, and responses if appropriate

In Summary

- ⌘ The Aggregation Plan is the foundation to our Inter-Governmental Agreement.
- ⌘ Power Supply, Energy Efficiency, and Consumer Advocacy are all tied together.
- ⌘ The Governing Board chose to revise the plan to comply with a request from our regulators.
- ⌘ The Board will be voting on Final Updates after the comment period has ended, and prior to submitting to the DPU.



Updating the Cape Light Compact Aggregation Plan

www.capelightcompact.org/AgPlan

Why are we updating the plan?

There are a number of aggregations that were recently filed with the regulators. Because of volume, the DPU (our regulators) asked us *whether we should update our plan*. We said yes.

What is the purpose of the plan??

Before we could start our *energy efficiency, power supply and consumer advocacy* efforts, we needed an initial plan describing how we would operate.

Are we creating a NEW plan?

No. Our regulators sent us a letter indicating that we have a current plan, which allows us to run efficiency programs and offer power supply.

What are the biggest changes?

Power Supply - When the Plan was adopted, there was a very different structure to power supply where there was a set price to beat (used to be called the "Standard Offer"). That was about 13 years ago, and Standard Offer no longer exists. **So, we changed the language to reflect how we procure power supply today.**

Reporting - Our regulators are now asking for annual reports. Luckily, we have been providing the same reports to another state agency. **So, we included language that we would send these to our regulators.**

SO... What Next?

- (1) The board releases a draft on 12/11/13.
- (2) You can comment on the proposed revisions/ updates in writing until 1/31/14 to AgPlan@capelightcompact.org.
- (3) The Board will vote on the final plan in February 2014.
- (4) The final Plan will be sent to our regulators.



These are decided upon by the Compact's board.

CAPE LIGHT COMPACT AGGREGATION PLAN

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For additional information contact:

Margaret Downey, Administrator
Cape Light Compact
P.O. Box 427
Superior Court House
Barnstable, MA/02630

Telephone: (508) 375-6636

APRIL 2000 UPDATED
December XX, 2013

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FORWARD

On August 27, 2013, the Cape Light Compact ("Compact") was asked by the Department of Public Utilities ("DPU") to review its Aggregation Plan to determine whether the Compact should file a revised plan to reflect current structure and operations, consider removing obsolete references and to comply with any applicable laws, regulations and DPU precedent as well as the forthcoming decision in DPU 12-24 (Lowell Aggregation Plan). (The Lowell decision was subsequently issued on November 27, 2013.)

The Compact's Aggregation Plan was prepared in 1999 and approved by the DPU in 2001. It was drafted to reflect the requirements of state law at the time it was submitted for approval to the DPU. The Compact's structure and purposes also are set forth in detail in the Inter-Governmental Agreement, executed by all participating Compact member towns and counties ("Members"). The Inter-Governmental Agreement was originally adopted by the Compact members in 1998 and is the document that has guided the Compact after its initial implementation of universal generation service on an opt-out basis. The Inter-Governmental Agreement is reviewed by the Compact Board on a regular basis, and was most recently updated in September 2012. The Compact complies with all relevant statutory provisions as they may be amended from time to time by the Massachusetts Legislature.

It was not the Compact's objective to continually update the Aggregation Plan as it was viewed as an initial requirement for becoming a municipal aggregator. Going forward and in accordance with DPU 12-124, the Compact will update its Aggregation Plan should it seek to materially deviate from the approved plan or if changes in the law, regulations, the competitive supply market or other circumstances result in the approved plan no longer accurately describing the primary operations of the Compact's aggregation. The Compact and its Members also may make other updates to the Inter-Governmental Agreement.

The following updates to the Plan incorporate a broad overview of current operations and practices, but also leave intact sections of the Aggregation Plan that are important for historical context. We hope that the Cape and Vineyard community appreciate the compilation of past and present Compact activities, and encourage all interested persons to read the Inter-Governmental Agreement for a more up-to-date reflection of the Compact's organizational structure and practices as it undertakes not only aggregated power supply and the provision of energy efficiency services but also other activities as an intergovernmental compact between the twenty-one Cape and Vineyard towns and their two counties.

Sincerely,

Joyce Flynn
Chair
December 2013

|

Purpose of the Aggregation Plan

The Cape Light Compact (~~the "Compact"~~) developed this Aggregation Plan in compliance with Massachusetts law regarding public aggregation of electric consumers. It contains required information on the structure, operations, services, funding, and policies of the Compact. The Aggregation Plan has been developed in consultation with the ~~then~~ Massachusetts Division of Energy Resources, ~~now the Department of Energy Resources~~ (hereafter "DOER").

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The ~~Cape Light~~ Compact is a cooperative effort of 21 Cape and ~~Island-Vineyard~~ towns and Barnstable and Dukes counties. The Compact was formed in 1997 following two years of study and town meetings and town council votes. Its purpose, ~~among other things~~, is to represent consumer interests in ~~emerging the~~ competitive markets for electricity. It seeks to aggregate all consumers to negotiate the best ~~terms and conditions for electricity supply and pricing rates for the supply and distribution of electricity~~ and to advance consumer protection for the residents and businesses of Cape Cod and the Vineyard. It brings together the buying power of ~~up to 202,000 more than 185,000~~ customers (~~as of the date of this revised plan~~). Participation is voluntary for the towns and for each individual consumer. Any individual has the opportunity to decline service provided through the Compact and choose any electric supplier they wish.

The Compact provides:

- 1) an option to join together for purchase of power supply at ~~competitive market reduced~~ rates;
- 2) ~~an option the for~~ recovery of funds collected from Cape ~~and Vineyard~~ consumers by ~~NSTAR Electric Company ("NSTAR") on behalf of the Compact Commonwealth Electric~~ each year for energy efficiency, and application of those funds in ~~locally~~ approved energy efficiency and conservation programs;
- 3) an opportunity for professional representation at the state level and in negotiations with ~~Commonwealth Electric~~ ~~NSTAR as with respect to changes in~~ the electric industry ~~continues in its transition~~.

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The Compact distributed this plan for public review prior to submitting it the Department of ~~Telecommunications and Energy~~ ~~Public Utilities~~ (hereafter "DPU~~TE~~").

Member towns:

(Barnstable County):

Barnstable	Harwich
Bourne	Mashpee
Brewster	Orleans
Chatham	Provincetown
Dennis	Sandwich
Eastham	Truro

(Dukes County):

Aquinnah
Chilmark
Edgartown
Oak Bluffs
Tisbury
West Tisbury

Falmouth

Wellfleet
Yarmouth

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REQUIREMENTS FOR MUNICIPAL AGGREGATION

General Law c. 164, § 134 (part of the ~~The~~ Massachusetts Electric Industry Restructuring Act) contains several requirements for municipal aggregators. One requirement is to develop an Aggregation Plan in consultation with the Massachusetts Division of Energy Resources (“DOER”). The Aggregation Plan is subject to review by citizens in the participating towns, and approval by the Department of Telecommunications and Energy DPU. The Compact’s Aggregation Plan went through this process in 1999 and received DPU approval in D.T.E. 00-47XXX-XXX (2001). Under the law [M.G.L. c 164, section 134], there are twelve requirements to be described in the Aggregation Plan.

1.0 THE PROCESS OF AGGREGATION

The process of municipal aggregation for the Compact involved s-a multi-step public process that the Compact originally undertook from 1998 to 2001:

- 1.1 Vote of town meeting
- 1.2 Vote of selectmen, town council, or county commissioners
- 1.3 Town/county representative participates on Compact Governing Board
- 1.4 Planning process/development of policy including Aggregation Plan, RFPs, contracts
- 1.5 Development and release of Request for Proposals
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- 1.7 Power supply contract to selectmen/town council for acceptance vote, conditioned on DTE-DPU approval and final signing
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- 1.9 Final signing by each participating town
- 1.10 Notification of consumers of automatic enrollment
- 1.11 Administrative transfer of customers to Compact supplier(s)
- 1.12 180-day opt-out period begins on first day of service
- 1.13 File contract and report with state (DPUDTE, DOER, Inspector General) within 15 days of signing contract

In addition to this process, as a public entity the Compact municipal aggregators must comply with open meeting laws, ethical rules, and certain public bidding and information requirements.

2.0 THE ORGANIZATIONAL STRUCTURE AND OPERATIONS OF THE CAPE LIGHT COMPACT PROGRAM

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The Cape Light Compact has been is organized in accordance with state law. It is an intergovernmental organization authorized by votes of town meeting, boards of selectmen, town council, and county commissioners. It consists of 21 towns and Barnstable and Dukes counties. Its articles of organization comprise a formal Inter-Governmental Agreement signed by each participating town or county member. Membership provides voting rights and inclusion for

planning, analysis, and participation in Compact programs. The organization relies on the existing structure of local and county government and agreements between government agencies.

The ~~Cape Light~~ Compact Governing Board is made up of one representative appointed by each of the member municipalities and the two counties, as well as an alternate representative that each member and county may appoint. The Governing Board is responsible for establishment of the policies and development of the Compact, except with respect to those powers reserved to the member municipalities of the Compact by law or the Inter-~~G~~overnmental Agreement.

At its first meeting following the end of each ~~fiscal~~ calendar year, The Governing Board elects a chairman, vice chairman, treasurer, and secretary, and such other officers as the Governing Board may determine. The term of office is one year and until respective successors are elected and qualified.

~~Officers for Fiscal year 1999/2000:~~

~~Robert Mahoney, Chairman~~

~~Charlotte Striebel, Vice Chairman~~

~~Tom Bernardo, Treasurer~~

~~Robert O'Leary, Secretary~~

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The Compact Governing Board and ~~these-its~~ officers are responsive and responsible to consumers and the Boards of Selectmen and Town Council at whose pleasure they serve. The operational role of the Compact in relation to consumers and Boards of Selectmen and Town Council is outlined and described in the following pages.

There are six operational levels to the ~~Cape Light~~ Compact as indicated in the chart below. The function of each level is described in section 2.1 following the chart.

CAPE LIGHT COMPACT

Operational Outline

<p style="text-align: center;">Consumers</p> <ul style="list-style-type: none"> ▪ Voting power (town meeting and elections) <p style="text-align: center;">Level 1</p>
<p style="text-align: center;">Board of Selectmen and Town Council</p> <ul style="list-style-type: none"> ▪ Decisions on <u>municipal</u> contracts ▪ Instructions to representative <p style="text-align: center;">Level 2</p>
<p style="text-align: center;">Compact Governing Board</p> <ul style="list-style-type: none"> ▪ Policy and program decisions ▪ Recommendations on contracts ▪ Oversight for technical and legal support <p style="text-align: center;">Level 3</p>
<p style="text-align: center;">Barnstable County</p> <ul style="list-style-type: none"> ▪ Fiscal and administrative agent ▪ Administrative support and coordination ▪ Communications <p style="text-align: center;">Level 4</p>
<p style="text-align: center;">Service Suppliers</p> <ul style="list-style-type: none"> ▪ Service delivery <p style="text-align: center;">Level 5</p>
<p style="text-align: center;">Consumers</p> <ul style="list-style-type: none"> ▪ Buying Power <p style="text-align: center;">Level 6</p>

2.1 Description of Operational Levels

Level One: Consumers

Consumers hold the ultimate authority over the Compact and its functions. They can make determinations on local authority, policy, and programs at town meetings. They can elect candidates for Board of Selectmen or Town Council who may take positions regarding the Compact. They can express their views to their local Compact representative. They can participate in local and regional meetings and hearings regarding issues related to the Compact. And they can attend Compact meetings to express their views. (Also see Consumer buying power at Level Six below.)

Level Two: Board of Selectmen and Town Council

Based upon their existing authority, or authority provided by voters at town meetings, the Board of Selectmen and Town Council may act through their appointed Board members on program and policy issues and contract recommendations; Selectmen/Council also approve municipal contracts negotiated by the Compact. In addition, they may provide instructions to their representative on the Compact Board of Directors regarding specific policy or program decisions to be made by the Compact. They may also raise issues directed to them by consumers for the Compact to address.

Level Three: Compact Governing Board

The Compact Governing Board carries out the collective decisions and instructions of the towns and consumers. Every member town that ~~signed~~ the Inter-Governmental Agreement has a representative on the Compact Board. Policy and program decisions are made on a one-town-one-vote basis. However, issues with financial implications for the towns are made on the basis of a weighted vote. A weighted voting process also allows separate determinations by Barnstable County and Dukes County towns. The Compact's subcommittees focus on particular issues and bring policy decisions back to the Governing Board. The Governing Board determines recommendations to be made to the Boards of Selectmen and Town Council and to the two Counties. ~~(See Governing Board Structure and The list of current representatives is available on the Compact's website at www.capelightcompact.org) listed on the attachment following Section 12.)~~

Level Four: Barnstable County

As the fiscal agent for the Compact, Barnstable County provides the day-to-day management and supervision of the business affairs of the Compact under an Administrative Services Agreement. The County serves as the Compact's procurement agent, utilizing its existing staff to solicit services as requested by the Compact. In addition, the County provides office and meeting space and administrative support to coordinate the Compact's operations contingent upon the Compact's approval. This administrative support includes, but is not limited to among other things: 1) communications; 2) program development; 3) record-keeping; 4) oversight of program administrators and professional consultants who assist in service procurement and contract oversight and maintenance.

Level Five: Service Suppliers

Power suppliers contract with the Compact through its Chief Procurement Officer (“CPO”), appointed by the Governing Board. ~~– each town through its Board of Selectmen or Town Council.~~ The Power Supply Program is negotiated, recommended, and monitored for compliance by the Compact through its CPO and/or the CPO’s ~~its~~ designee. The CPO reports the results of power supply bids and associated negotiations to the Governing Board.

The CPO also issues an RFP for municipal load on behalf of the participating municipalities. Each town can accept or reject the proposed power supply contract for supply of municipal service. No municipal power supply contract is binding on any individual member town, until approved by that member town. Contracts with consultants, ~~or~~ vendors of energy efficiency or Demand Side Management services, or other services negotiated and recommended by the Compact, are administered by Barnstable County on behalf of the Compact ~~member towns and~~ Dukes County.

Level Six: Consumers

Every consumer in a participating town ~~that votes to participate will be~~ is eligible to participate in the Compact’s programs. Every consumer ~~will also have~~ also has the ability to decline supply service through the Compact and choose any other power supply option ~~they wish available.~~ Consumers who are dissatisfied with services provided under contracts negotiated by the Compact may also communicate directly with the Compact Governing Board in an effort to alter or otherwise improve service. Consumers may also bring issues before their Board of Selectmen, Town Council, or town meeting. (See Level One above.)

2.2 Program Operations

The Compact’s operations are guided by the provisions and goals contained in the Inter-Governmental Agreement, and the instructions and decisions of the Compact Governing Board, Board of Selectmen, Town Council, and consumers.

The Compact’s goals ~~are~~ outlined in the Inter-Governmental Agreement, and the Inter-Governmental Agreement has been amended by the Governing Board five times since 1998 to reflect changes in the Compact’s structure, operations and ~~state the organization’s~~ purposes. :

- 1) To provide the basis for aggregation of all consumers on a non-discriminatory basis;
- 2) To acquire negotiate the best terms and conditions ~~market rate~~ for electricity supply and transparent pricing;
- 3) To explore all available options for negotiating the best terms and conditions for electricity supply and the development of renewable energy resources, including, without limitation, the formation of and/or membership in a co-operative organization to purchase or produce energy or renewable energy certificates (“RECs”) or both on a long-term basis.

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- 43) To provide equal sharing of economic savings based on current electric rates and/or cost-of-service rate-making approved by the Department of Telecommunications and Energy;
- 54) To provide and enhance consumer protection and options for service under contract provisions and to allow those consumers who choose not to participate to opt-out;
- 65) To improve quality and reliability of service;
- 76) To encourage environmental protection through contract provisions;
- 87) To utilize and encourage renewable energy development to the extent practicable through contract provisions, demonstration projects and state mandated system benefit charges for renewable energy;

98) To utilize and encourage demand-side management and other forms of energy efficiency through contract provisions and state mandated system benefit charges for energy efficiency and to use the funds from such charges to advance consumer awareness and adoption of a wide variety of energy efficiency measures through the implementation of an energy efficiency plan.

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- 109) To advance specific community goals that may be selected from time to time, such as placing utility wires underground;
- 110) To provide full public accountability to consumers; and
- 121) To utilize municipal and other powers and authorities that constitute basic consumer protection to achieve these goals.

2.3 Programs of the Compact

The Compact offers two programs to achieve its goals: 1) the Community Choice Power Supply Program and; 2) The Cape/Island Save Statewide Three-Year Energy Efficiency Program. In addition, the Compact provides professional representation on behalf of consumers in state proceedings and in negotiations with Commonwealth Electric NSTAR to protect consumer interests in an evolving today's energy marketplace.

2.3.1 Community Choice Power Supply Program ("Power Supply Program")

The power-Power Ssupply Pprogram is designed to reduce the amount consumers pay for electric energy, and to gain other favorable economic and non-economic terms in service contracts. The Compact does not buy and resell power, but represents consumer interests to set the terms for service. Through a competitive bid and negotiation process, the Compact, through its CPO, develops a contract with a power supplier for firm, all-requirements service. The contract runs for a fixed term (i.e. four years). In order to begin the Power Supply Program, the Compact's price had to be lower than the distribution company's standard offer service. The Compact met this threshold with its initial power supply price. There is no longer a statutory price benchmark for municipal aggregators. The law requires The Compact's power supply price complies with the requirements under G.L. c. 164, § 134. to be lower than Commonwealth Electric's standard offer, or to show a notable amount of renewable energy in the supply mix.

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The process of supply contract approval contains checks and balances. Once the Compact's form of all-requirements competitive electric supply contract has was been negotiated developed

by the CPO Compact, it must be submitted to the Board of Selectmen or Town Council in member towns for approval. It must also be submitted to the Massachusetts Department of Telecommunications and Energy DPU for its approval. The Compact's form of all requirements competitive electric supply contract was approved by the DPU in D.T.E. 04-32 (2004). All electric supply contracts approved by the Compact's CPO since 2004 have been in substantially the same form as the contract approved by the DPU. At the request of Compact members, the Compact's CPO also negotiates contracts for competitive electric supply to municipal electric accounts of Compact members, which are submitted to the Board of Selectmen or Town Council for approval.

At the direction of the Governing Board, the Compact's Power Supply Program also includes the following components:

1. The CPO explores all available options for negotiating the best terms and conditions for electricity supply and the development of renewable energy resources, including, without limitation, the formation of and/or membership in a co-operative organization to purchase or produce energy or RECs or both on a long-term basis;
2. The CPO communicates the Compact's power supply prices by: (1) discussing at the Governing Compact Board meeting in public session; (2) posting the prices for all customer sectors to the Compact's web site; and; (3) paid advertisements in all daily and weekly newspapers on Cape Cod and Martha's Vineard;
3. Ongoing coordination with NSTAR concerning billing and other operational needs;
4. Ongoing customer communication and education about the Compact's Power Supply Program; and
5. Ongoing consumer advocacy and representation at the state level through participation in DPU proceedings, the legislative development process, the stakeholder community and before other regulatory and governmental bodies.

And lastly, individual consumers may opt out of or return to the program at any time, and select the Standard Offer basic service through NSTAR or electric service from any other competitive supplier available they wish during a 180 day period following their first date of service under the Compact power supply contract, in accordance with the terms and conditions of service offered by NSTAR or such other competitive supplier. (See section 12.3 4.1.7 for more detailed information on the opt-out process.) No member town is required to participate in municipal power supply contracts. And no individual consumer is required to receive service under the Compact power supply contract.

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2.3.2 Cape/Island Save Statewide Three Year Energy Efficiency Program ("Energy Efficiency Program")

While the Power Supply Program is designed to reduce the cost of a kilowatt hour of energy, the Energy Efficiency Program is aimed at total bill reduction. Wise use of energy also promotes important environmental and social benefits. Energy efficiency; or "demand side management" includes practices, technology and education to advance methods for reducing energy use and monthly bills for residential, commercial, industrial, and municipal consumers. Pursuant to the Green Communities Act, St. 2008, c. 169, - (the "Act"), as well as G.L. c. 164, § 134. The Compact's Energy Efficiency Program follows a process outlined in the state-law for aggregated municipalities to access funds contributed by consumers for purposes of funding.

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~~energy efficiency programs, and apply them according to a plan approved at the local and state levels.~~ The purpose of the Compact's Energy Efficiency Program is to return maximum benefits to consumers who are providing the majority of the energy efficiency funds and to provide building blocks for market transformation. [Market transformation is an anticipated process in which program subsidies will ultimately be eliminated and consumers will make non-subsidized market decisions on the purchase of energy efficiency measures.] ~~The amount of funds paid by Cape and Island consumers is estimated to be \$5 million per year for 1998-2002; a total of approximately \$25 million.~~ The current Compact Energy Efficiency Plan is available on the Compact's website, www.capeandislandcompact.org. The Compact's Energy Efficiency Plan is developed in collaboration with the other program administrators and in consultation with stakeholders and Compact consumers. The Compact's Energy Efficiency Plan is submitted to the Compact Board for approval prior to submission for DPU approval. ~~has developed the required plan and submitted it to Town Meetings and Town Council for approval. As required by law, the Compact will submit the plan to the Department for its approval as well.~~

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2.3.3 Professional Representation

As the electric industry continues ~~in its transition to evolve and change~~, it is essential for Cape and Vineyard consumers to have technical and legal support to represent their interests in selected state proceedings, and in negotiations with ~~Commonwealth Electric Company~~ NSTAR. While intended to complement the Compact's Power Supply and Energy Efficiency programs, this effort will also attempt to improve reliability, which may result in fewer power outages, and faster restoration of service.

2.4 Staffing and Manpower for Programs

The operations necessary to plan, deliver, and manage the two Compact programs include: 1) technical analysis; 2) competitive procurement of services; 3) regulatory approvals; 4) accounting and fiscal management; 5) contract maintenance; 6) communications; 7) program coordination, and; 8) administrative support for the Compact Governing Board. ~~The Compact's energy efficiency staff are fully funded through the Energy Efficiency Program, and Compact power supply staff are funded through the Compact's operational adder, collected through its power supply contract. Experienced consultants and legal counsel work under contract for the Compact. The Compact intends to utilize existing staff and structure within Barnstable County and Dukes County, and to operate the Compact programs with minimal staff. The primary manpower for program operations and service delivery will be experienced consultants working under contract for the Compact.~~

The Power Supply program has been developed by the Compact Governing Board with the support of technical consultants and legal counsel. Now that a contract for power supply has been secured, technical consultants and legal counsel ~~will be~~ used on an as-needed basis to assist the Governing Board ~~in carrying out the goals of the Compact set forth in the Inter-Governmental Agreement.~~

The Energy Efficiency program ~~is~~ will be managed by ~~the Compact's a~~ team of experienced energy ~~efficiency staff and~~ management consultants who ~~will~~ assist in the oversight of service

delivery. Service delivery for the Energy Efficiency Program ~~is will be~~ carried out by vendors. ~~Both management and vendors and other consultants are will be~~ procured through a competitive contracting process, in accordance with public procurement law, as well as the statewide procurement process utilized by the Program Administrators of Energy Efficiency Programs to carry out the goals of the Act. As noted above, the Energy Efficiency Program is the result of an iterative process that includes review by the Compact's Governing Board, Cape and Vineyard consumers, as well as other stakeholders and approval has been developed under a separate plan submitted to Town Meeting and Town Council for approval, and to be submitted to the Massachusetts Department of Telecommunications and Energy to assure compliance with state energy goals by the DPU to insure compliance with current law and consistency with state energy goals.

Negotiations with ~~Commonwealth Electric~~ NSTAR and representation at the state level will be undertaken as needed at the direction of the Compact Governing Board through technical and legal advisors.

3.0 PROGRAM FUNDING

Funding for Compact programs comes from a variety of sources: grants, appropriations, and monies collected from all ratepayers for operating expenses and -for delivery of for energy efficiency fund programs ed by ratepayers.

~~Initial d~~Development of the Compact ~~washas been~~ funded as part of the Barnstable County budget through appropriations by the County. The Energy Efficiency Program ~~will be is~~ funded through the monies ~~to be~~ collected and allocated for that program under state law, as well as other grants or monies available for energy efficiency program administration. The budget for the Energy Efficiency Program ~~will be is~~ specified in the Compact's Three-Year Plan, as approved by a separate plan to be submitted for approval by town meeting and the Department of Telecommunications and Energy the DPU. The development of the Power Supply program ~~which has been funded as a regional service by County appropriations is budgeted at the following levels:~~

~~FY 1999 — \$297,000 (expended)–
FY 2000 — \$259,500 (budgeted)~~

The ~~initial~~ start-up costs for the Power Supply Program were funded as a regional service through by County appropriations. ~~are anticipated to be higher than on-going costs of contract maintenance for the power supply program. Barnstable County funding of the Power Supply program at a reduced level is anticipated to continue to cover contract maintenance as a regional service for consumers at a fraction of the savings achieved.~~ In the event that Barnstable County funding ~~would is not longer be sufficient or~~ available, the Compact may utilize a variety of funding sources, including without limitation: funds based on a fraction of consumer benefits expressed as a kilowatt hour charge, ~~fequivalent to fractions of a up to a mill per kilowatt hour},~~ as a portion of shared savings, or separate private funds. (See section 6.2 on the process for approval of such alternative funding.) As of July 2012 Barnstable County ceased to appropriate funds for the Compact.

4.0 ACTIVATION AND TERMINATION OF THE POWER SUPPLY PROGRAM

Section 4.1 through Section 4.1.7 describe the process the Compact followed to implement/initiate the Compact's Power Supply Program, and provide historical context for the initiation of the Compact. The Compact's existing Power Supply operations are outlined in Section 2.3.1. (These and the other sections in the Aggregation Plan which are included only for historical context are italicized.)

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4.1 *Activation of the Power Supply Program*

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Following the process of local aggregation, and competitive procurement of a proposed contract by the Compact, activation of the Power Supply Program requires six steps:

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1) *Acceptance of the supply contract by the board of selectmen or town council of a member town pending DTE approval.*

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2) *DTE approval of the supply contract and plan.*

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3) *Final agreement of the supply contract by each town.*

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4) *Notification of consumers on Standard Offer service and Default Service of pending automatic enrollment in the member towns that have agreed to the contract.*

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5) *Automatic enrollment of all consumers currently receiving Standard Offer Service or Default Service (excluding those who opt out prior to service start-up deadlines), and voluntary enrollment of those receiving competitive supply from another provider that they wish to terminate.*

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6) *Activation of customers' service on billing cycle dates.*

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7) *Start of 180-day period for customer opt-out beginning with the first day of service to return to Standard Offer service during the time it is available.*

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Each of these steps is described below:

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4.1.1 *Acceptance of the Contract By Compact Member Town*

All power supply contracts negotiated by the Compact shall be expressly conditioned upon the acceptance of the contract by boards of selectmen or town council in the member towns and approval of the Department of Telecommunications and Energy. Suppliers and power supply contracts must comply with all applicable laws and rules and regulations promulgated by the Department of Telecommunications and Energy concerning competitive suppliers. At the local level, acceptance of the power supply contract will take place in each member town following a public hearing. A final signing of the contract by each individual member town will be held until approval of the contract is provided by the Department of Telecommunications and Energy.

Upon acceptance of a contract, a member town board of selectmen or town council shall file a certificate of the vote with the Compact within five (5) days of its decision.

4.1.2 *DTE Approval of Power Supply Contract and Plan*

The Compact shall file the town certificates of vote, the contract and aggregation plan with the Department of Telecommunications and Energy. The DTE is required to hold a public hearing on the plan. Under law, the contract is required to contain a price lower than the Standard Offer, unless it can be demonstrated that the price for energy will be lower than the Standard Offer in subsequent years, or it can be demonstrated that such excess price is due to the purchase of renewable energy.

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4.1.3 Signing of Power Supply Contract by Each Member Town

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Following the approval of the Department of Telecommunications and Energy, each individual member town may sign or reject the contract. With the signing of the contract by the town, the terms and conditions in the contract will be utilized for service for consumers within municipal boundaries, except for those consumers who have selected a competitive supplier prior to the contract activation date and do not wish to switch to service under the Compact contract, or those consumers who affirmatively opt out of the program. In addition, all consumers relocating to the area will be enrolled in the Compact's Ppower Ssupply Pprogram, unless they choose another supplier, or opt out following activation of service.

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The Compact shall file with the DTE, DOER, and Inspector General within 15 days of signing by the member towns, the signed power supply contract and a report detailing the process used to execute the contract.

4.1.4 Notification of Consumers

Following approval of the contract by the DTE, the Compact shall undertake notification of all consumers on Standard Offer and Default Service to be enrolled prior to enrollment. The Compact shall also generally notify all consumers receiving competitive service in the participating towns of their eligibility to receive power from the Compact supplier. The process of Notification shall be multi-layered: 1) a notice included in the monthly electric bill, or a separate mailing; 2) newspaper notices; 3) public service announcements; 4) posting of notice in town halls.

Prior to enrollment, this notification shall: 1) inform consumers they have the right to opt out of the aggregated entity without penalty and choose standard offer service until 180 days after their first day of service; 2) prominently state all charges to be made and a comparison of the price and primary terms of the Compact contract compared to the price and terms of Commonwealth Electric's Standard Offer; 3) explain how to opt out; 4) state how to access the Standard Offer; 5) provide written notification if any charges associated with the opt-out will be made by the Supplier following the 180 day period.

4.1.5 Notification of Commonwealth Electric

Along with notification of consumers in the participating member towns, the Compact shall notify Commonwealth Electric Company to begin preparation of the administrative process to transfer customers to the Compact supplier in each of the participating towns. Commonwealth Electric Company shall prepare for transfer of Standard Offer customers coincident with each customer's billing cycle. [Alternatively, or in combination with the Compact notification, the selected supplier may notify Commonwealth Electric to begin preparation of the administrative process.]

4.1.6 Activation of Customer Service

The process of activation is an administrative function with three parts: 1) Data preparation: Commonwealth Electric will identify all customers on Standard Offer and Default Service in the participating towns by eliminating those customers who have already selected a competitive supplier; 2) Data verification: To the extent needed, if not inherent in data preparation, Commonwealth Electric shall check customer meter numbers and other codes to verify proper eligible customer identification; 3) Automatic Enrollment: All verified customers shall be transferred to the Compact supplier coincident with Commonwealth Electric's 21-cycle billing period, unless they have previously sent in notification of their intent to opt out according to established deadlines. Eligible customers on all 21 cycles will be enrolled with the new supplier over the period of one month. Commonwealth Electric shall notify each transferred consumer of the change to the Compact supplier with its last bill for Standard Offer service. Service under the new supplier shall begin at the start of the billing period following transfer.

4.1.7 Customer Opt-Out

Customers may opt out of service from the Compact supplier at no charge either in advance of service start up deadlines or during a period of 180 days commencing with the first day of service. Customers who seek to return to Standard Offer service must provide notice to Commonwealth Electric, five (5) or more business days before the next scheduled meter read date. There shall be no charge for returning to Standard Offer service in this manner. Customers wishing to opt-out sooner than the scheduled meter read may also request an unscheduled meter read and pay a fee to Commonwealth Electric. Further opportunities for customer opt-out may be negotiated by the Compact and the competitive power supplier and included in the terms of the contract presented to the DTE, Boards of Selectmen and Town Council, and made part of the public information offered to each consumer.

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4.2 Termination of the Power Supply Program

The Ppower Ssupply Ppogram may be terminated in two ways:

- 1) Upon the termination or expiration of the power supply contract without any extension, renewal, or subsequent supply contract being negotiated;
- 2) At the decision of the Compact Governing Board to dissolve the Ppower Ssupply Ppogram.

Member municipalities may also choose not to participate in an extension, renewal, or subsequent supply contract the Compact has negotiated, but such withdrawal will constitute closure of the program for that municipality only, and for that contract period only. Any termination must be conducted in compliance with the DPU's conditions for termination established in D.T.E. 00-47.

Each individual customer receiving power supply service under the Compact's ~~P~~power ~~S~~supply ~~P~~program will receive notification of termination of the program ninety (90) days prior to such termination.

In the event of contract termination, consumers would return to the distribution company's ~~basic default~~ service or choose a competitive supplier.

5.0 METHODS FOR ENTERING AND TERMINATING AGREEMENTS WITH OTHER ENTITIES

The Compact's process for entering, modifying, enforcing, and terminating agreements shall comply with the requirements of town charters, and state and federal laws. Where required, the procedures outlined in MGL Chapter 30B shall be followed. Other agreements, such as the ~~Inter-G~~overnmental Agreement, shall be entered, modified, or terminated in compliance with the law and according to the express provisions of the relevant agreement.

6.0 RATESETTING AND OTHER COSTS TO PARTICIPANTS

The ~~Cape Light~~ Compact will offer the option of a ~~Community Choice~~ Power Supply Program at rates and terms to be negotiated with competitive power suppliers. The generation charge for each customer class, or any customer grouping by load factor or other appropriate pricing category, will ~~reflect the Compact's best efforts to secure the best terms and conditions available be lower than the Standard Offer generation charge at the time of contracting with competitive power supplierse~~. All supplier charges to the customer will be fully and prominently disclosed under the notification process.

The local distribution company shall continue to provide metering, billing, and maintenance of the distribution system as a regulated monopoly function until such time as the ~~Massachusetts Department of Telecommunications and Energy (DTE)~~ ~~DTE~~ DPU determines it is in the interest of consumers for these services to be provided differently. Charges for metering, billing and other distribution services shall be regulated by the ~~DTE~~ ~~DTE~~ DPU, unless otherwise provided for in law, or ~~DTE~~ ~~DTE~~ DPU rules and regulations.

6.1 Rates and Ratesetting

Under ~~DTE~~ ~~DTE~~ DPU orders, the local distribution company assigns the customer classification and corresponding character of service and associated regulated rates. These rates include a monthly customer charge, a distribution charge, a transmission charge, and an access charge that currently make up the largest portion of a customer bill. (See sample bill in section 6.3 below). Although the Compact shall participate in regulatory proceedings and represent the interests of consumers regarding these regulated rates, it will not assign or alter existing customer classifications without the approval of the ~~DTE~~ ~~DTE~~ DPU.

The focus of the Compact, as noted above, will be acquisition of competitive prices and terms for power supply. This price, or prices, will be set through the competitive bid and negotiation process, and will be noted on the consumer bill as the "generation charge". ~~As noted earlier,~~ ~~the price in the contract will be~~ subject to ~~DTE examination and approval~~ any requirements set forth in M.G.L. 164, §134, as well as approval by the Compact's CPO, and for municipal power supply contracts, of Boards of Selectmen and Town Council ~~at the local level~~.

6.2 Other Costs To Consumers

Aside from any funds appropriated through a public process by the counties, or a member town, consumer bills will reflect all charges for the administrative and operational costs of the ~~P~~power ~~S~~supply ~~P~~program. If ~~P~~power ~~S~~supply ~~P~~program funding ~~were to be~~ derived from a portion of shared savings or a kilowatt hour charge ~~in an amount equivalent to fractions of up to a mill~~ (an "Operational Adder"), such determination ~~would also take~~ place in a public process, that ~~would include~~ public notice, a public hearing, and a weighted vote by Compact representatives. [A weighted vote on the Compact Governing Board follows the standard of weight by population of each town.] ~~DPUDepartment of Telecommunications and Energy~~ approval of such a charge Operational Adder ~~would be~~ sought to the extent ~~that such approval is required~~. ~~Such a charge could be a percentage of the savings customers are achieving through the program.~~

The Governing Board goes through a budget process every year to appropriate funds collected through the Operational Adder. The budget is posted to the Compact's website and updates on the status of that budget are given in the public portion of all Governing Board meetings and posted to the website.

In 2013, the Compact Governing Board approved a policy that requires ~~Use of any portion of the Operational Adder/the power supply reserve fund shall follow the Compact's budget appropriation process.~~

The unreserved portion of the Operational Adder/power supply reserve fund, after appropriation of the annual power supply operating budget, shall not exceed:

1. The subsequent year's REC commitment;
2. The average of the previous three years' power supply operating budget;
3. The historical cost of procuring a new supplier should the existing contract terminate and;
4. Adequate funds for REC contractual obligations such as escrow accounts and other sureties.

At the end of each fiscal year, any appropriations from the ~~Op~~Operational Adder/power supply reserve fund, as well as examination of the power supply fund itself, will be subject to review by an independent financial auditor.

All Compact funds are included in the fiscal agent's (Barnstable County) annual financial audit as agency funds.

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6.3 Customer Billing

Customer billings under the ~~Compact~~ Power Supply Program will be made by the supplier under contract and shall be incorporated into the standard monthly utility billing. The bill shall include a clear delineation of all regulated and non-regulated charges. Under law, consumers are entitled to a choice of one or two bills. They may receive a “complete bill” that incorporates the power supply charge and ~~Commonwealth Electric’s~~ ~~NSTAR’s~~ charges on a single sheet; or a “pass-through bill” which is a separate bill issued by the power supplier in addition to the bill from ~~Commonwealth Electric~~ ~~NSTAR~~. For purposes of clarity and simplicity, the Compact recommends that consumers elect to receive a “complete bill” with all charges on a single sheet. However, consumers may make their own choice on this issue.

~~The typical residential “complete bill” for use of 651 kilowatt hours shows the following charges for Commonwealth Electric’s Standard Offer service in January 1999~~ ~~2013~~:-

~~Commonwealth Electric Charges~~

Customer Charge	\$ 3.73
Distribution Charge	\$.04524 \$29.45
Transmission Charge	\$.00481 \$ 3.13
Transition Charge	\$.02856 \$18.59
Energy Conservation	\$.00285 \$ 1.85
Renewable Energy	\$.00125 \$.81

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~~Supplier Services~~

~~Generation Charge~~

~~Standard Offer Service~~ — ~~\$.03800 X 651KWH~~ ~~\$24.73~~

~~————— Total — \$82.29~~

~~The standard offer power supply rate offered by Commonwealth Electric increases each year over seven years as follows: 3.8 cents in 2000, 3.8 cents in 2001, 4.2 cents in 2002, 4.7 cents in 2003, 5.1 cents in 2004. Customers not eligible for standard offer service will need to choose a competitive supplier or take default service. The standard offer service is set to expire in 2005.~~

7.0 UNIVERSAL ACCESS

“Universal access” is a term derived from the traditional regulated utility environment in which all customers desiring service receive that service. For the purposes of the Compact’s municipal aggregation program this will mean that all existing customers within the borders of participating municipalities, and all new customers in the participating municipalities, shall be eligible for service from the contracted supplier under the terms and conditions of the supply contract. Item one of the Compact’s goals contained in the Inter-Governmental Agreement is: “To provide the basis for aggregation of all consumers on a non-discriminatory basis.”

| Service under the Compact's ~~Community Choice~~ Power Supply Program shall include all customer classes in adherence with universal service principles and requirements, and the traditional non-discriminatory practices of local government. Contracts with all suppliers shall contain provisions to maintain these principles and equitable treatment of all customer classes.

| Existing customers in the participating towns shall be transferred to the ~~Community Choice~~ Power Supply Program unless they have already contracted with a competitive supplier, or affirmatively opt out of the program.

Low-income consumers shall remain subject to all existing provisions of state law regarding their rights to return to basic service through the local distribution company ~~standard offer service~~ and/or participate in the Power Supply Program as well.

| New customers in the service territory ~~shall~~ upon sign up for service will be automatically enrolled in the Power Supply P program with the right to opt out at any time.

8.0 EQUITABLE TREATMENT OF ALL CLASSES OF CUSTOMERS

All customers will be treated equitably. They will be guaranteed the right to raise and resolve disputes with the supplier; be provided all required notices and information; and always retain the right to opt out of the Compact's program or switch suppliers.

9.0 REPORTING

The Compact shall submit an annual report to the DPU on December 1st of each year. The annual report shall, at a minimum, provide: (1) a list of the Compact's competitive suppliers over the past year; (2) the term of each power supply contract; (3) the aggregation's monthly enrollment statistics by customer class; (4) a brief description of any renewable energy supply options and other renewable energy features that exceed minimum requirements; and (5) a discussion and documentation regarding the implementation of the municipal aggregation's alternative information disclosure strategy, to the extent applicable. The Compact's first annual report shall be filed on December 1, 2014.

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109.0 RELIABILITY

“Reliability” in power supply and in transmission and distribution is essential to consumers. The Compact’s policy, contained in item ~~five-six~~ of the goals of the Inter-Governmental Agreement is: “To improve quality of service and reliability.” This will be accomplished and reinforced at several levels: 1) through provisions of the power supply contract that will include language on reliability of supply, liability and damages provisions; 2) through traditional proceedings related to ~~Commonwealth Electric’s~~NSTAR’s regulated transmission and distribution services; 3) through direct discussions with ~~Commonwealth Electric Company~~NSTAR concerning specific or general problems related to quality and reliability of transmission and distribution service.

110.0 RIGHTS AND RESPONSIBILITIES OF POWER SUPPLY PROGRAM PARTICIPANTS

110.1 Rights

All Ppower Ssupply Pprogram participants shall enjoy the protections of law afforded to consumer as they currently exist or as they may be amended from time to time. These include rights to question billings or service quality or service practices. Under protocols developed by the ~~DPU, Department of Telecommunications and Energy~~ problems related to billing or service shall be directed to the appropriate parties. All program participants shall also enjoy the individual right to decline participation in the ~~Compact’s~~ Power Supply Program as noted in the description of the “opt-out” in section 4.1.7 above.

110.2 Responsibilities

All Ppower Ssupply Pprogram participants shall meet all standards and responsibilities required by the ~~DTE~~DPU, including payment of billings and access to essential metering and other equipment to carry out utility operations.

121.0 THE CONSEQUENCES OF AGGREGATION

Municipal aggregation functions under the restrictions of state law and carries a range of results and consequences:

121.1 Consumer Option to Participate in Competitive Market

Many individual consumers lack knowledge and leverage to negotiate terms for power supply. A municipal aggregator provides them with an option for professional representation and the leverage of a large group so that they may more effectively participate in the competitive process and achieve benefits.

121.2 Lower Price or Renewable Energy

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~~The Compact may elect at times to pursue renewable energy in excess of the Renewable Energy Portfolio Standards. Pursuit of renewable energy generation and/or certificate contracts may, or may not, yield lower power supply prices compared to market prices. Additionally, the Compact may offer an opt-in green power program.~~

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~~Because the law requires the power supply price negotiated by a municipal aggregator to be lower than the standard offer, or to show a notable amount of renewable energy in the supply mix to justify a higher price, one consequence is the contract guarantee of a price lower than the standard offer, or cleaner energy, if that is what the community chooses and the DTE approves. Item number two of the Compact's goals contained in the Intergovernmental Agreement is: "To acquire the best market rate for electricity and transparent pricing."~~

121.3 Consumer Ability to Opt Out and Choose Another Supplier

Because the law guarantees the right to opt out, including the right to choose ~~standard offer service~~ basic service at not charge for 180 days, all customers have the right to select a supplier other than the one chosen by the ~~municipal aggregator and the selectmen~~ Compact.

121.4. Recovery and Use of Energy Efficiency Funds at Local Level

Because the law allows municipal aggregators to recover funds paid by consumers and apply them in ~~locally designed and~~ approved energy efficiency programs, a third consequence is the opportunity to reduce energy use and total bills through the aggregation program.

121.5 Indemnification of Consumers and Risk Associated with Competitive Market

In a competitive market it is possible that the failure of a power supplier to deliver service may result in the need for consumers to acquire alternative power supply, or for consumers to receive power at Default Basic Service prices, ~~if the Standard Offer is not available~~. The Compact will seek to minimize this risk by recommending only reputable suppliers who demonstrate reliable service. The Compact also intends to include conditions in its contract with a supplier that will indemnify consumers against risks or problems with power supply service.

121.6 Other Consumer Protections

The Compact ~~intends will to~~ negotiate a range of provisions in its contracts to enhance consumer protection. The Compact also intends to work with ~~Commonwealth Electric~~ NSTAR and the ~~DTE DPU~~ to assure improvement in the reliability of transmission and distribution services.

132.0 MEET ANY REQUIREMENTS ESTABLISHED BY LAW OR THE DEPARTMENT CONCERNING AGGREGATED SERVICE

The Compact fully intends to comply with the requirements of law and the rules of the ~~DTE DPU~~.

14.0 UPDATING THE COMPACT'S AGGREGATION PLAN

In accordance with DPU 12-124, the Compact will update its Aggregation Plan should the Compact seek to materially deviate from its approved plan or if changes in the law, regulations, the competitive supply market, or other circumstances result in the approved plan no longer accurately describing the primary operations of the Compact's aggregation. Prior to filing a revised plan with the DPU, the Compact will consult with DOER, submit the revised plan for review by its citizens, and obtain all necessary approvals. Beyond these circumstances, however, the Compact will not seek to update its Aggregation Plan for the continued operation of the Compact's programs. The Compact and the Compact members also may make periodic updates to the Inter-Governmental Agreement.

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NATURAL RESOURCES ADVISORY BOARD

TOWN of WELLFLEET, MA

✓ Board of Selectmen, Wellfleet

January 14 2014

RE: Herring Warden

NRAB is recommending raising the budgeted line item for the Herring Warden position to \$2,500. The FY 2014 budget is for \$300.

The most important role of the Herring Warden is to maintain the riverway of the Upper Herring River (east of Route 6) to permit passage of herring and elvers (see position notes, attached). This work complements the ongoing major project to restore the lower Herring River salt marshes and riverway. The Herring Warden has also a role in conservation of herring and eels, which include enforcement of relevant regulations and by-laws (see approval by Board of Selectmen, April 2004, attached). The long term goal is a restored fishery; of course, this depends as well on factors outside of Wellfleet.

Evidence from Wellfleet and other Towns suggests that the Herring Warden position requires at least 100 man-hours of yearly work. Most of this work is in the "shoulder seasons" of late fall and early spring. At a nominal \$25/hour, we suggest that the position be valued at \$2,500 annually. The Herring warden position has been vacant since last spring. The previous incumbent could no longer afford what was, in reality, a volunteer position. No new applicants have come forward. We believe that the increase in salary allows a more realistic recruitment to fill the position.

Herring have always played an important part of life in Wellfleet. We urge your support for this budget increase.

Yours Sincerely,



John Riehl, Chair NRAB

Cc: TA, FinCom

WELLFLEET HERRING WARDEN - POSITION NOTES

Natural Resources Advisory Board

* Monitor, preserve, protect and restore all riverway fish (primarily, herring & eels) passageways in Town of Wellfleet. Develop a management/maintenance plan for each such waterway. Update every three years utilizing assistance of citizens, groups, agencies willing to participate. Keep passageways open in accordance with management plan, with assistance of town, state, federal agencies, non-profit groups and volunteers who are willing to help. Support projects to improve fish river passage.

Funding support to be sought as needed.

*Coordinate all permits relative to river fishways and keep regulatory agencies informed, especially ConsCom and the Cape Cod Seashore.

* Enforce town bylaws and licenses with respect to riverway species, in co-operation with other enforcement agencies (Town police, Cape Cod Seashore, Mass Environmental Police)

* Support efforts of Town committees and other interested parties to conserve riverway fish populations and fisheries

* Make such reports to the appointing authority as Town requires.

January 2014



TOWN OF WELLFLEET

300 MAIN STREET WELLFLEET MASSACHUSETTS 02667

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

www.wellfleetma.org

BOARD OF
SELECTMEN

TOWN
ADMINISTRATOR

April 15, 2004

Paul Diodati, Director
Division of Marine Fisheries
251 Causeway St., Suite 400
Boston, MA 02114

Dear Mr. Diodati:

Please be advised that at its meeting of April 13, 2004 the Wellfleet Board of Selectmen voted to approve the attached Rules and Regulations Pertaining to the Herring Alewives in the Town of Wellfleet.

If you have any question, please do not hesitate to contact this office.

Sincerely,

Jeanne Maclauchlan
Principal Clerk

Cc: Jerry Moles — 7099 3400 0010 7257 3553

Certified - 7099 3400 0010 7257 3546

April - 2004

RULES AND REGULATIONS PERTAINING TO THE HERRING ALEWIVES IN THE
TOWN OF WELLFLEET

1. All fishing shall be conducted in accordance with the provisions of Chapter 130 of the General Laws, as amended, and also in accordance with the regulations of the Town of Wellfleet.
2. Twenty-five (25) fish per day per person over ten years of age is allowed without permit or charge, for personal consumption only.
3. The taking of fish will be allowed from sun up until sun down only.
4. No commercial fish taking, or taking for sale is allowed whatsoever.
5. No fish shall be taken by any means other than by dip net, angling (fishing), or by hand. Absolutely no snagging with hooks is allowed.
6. There will be no disturbing of the waters or placing any object or substance within the waters of the Herring River, or within six feet of either end. There will be no littering of the land or water area.
7. All fish legally caught must be placed in a suitable container and taken from the area. Paper bags are not considered a suitable container.
8. The regulations for the taking of fish will be enforced by the Herring Warden (and deputies), the Wellfleet Police Department and the Division of Environmental Law Enforcement officers.
9. The penalty for violation of any of these regulations shall be \$25. Exceeding the catch limit of 25 fish shall carry the penalty of \$10 per fish, each fish constituting a separate offense.
10. The taking of herring is a privilege granted to residents and non-residents alike. Any abuse thereof or violations of the rules and regulations can result in the revocation of such privileges for a two year period from the date of such abuse or violation by vote of the Board of Selectmen, upon recommendation of the Herring Warden. This is in addition to any other penalties that may apply.
11. All persons using said property shall do so at their own risk, according to M.G.L. Chapter 21, Section 17C.
12. The season for taking herring shall open on May 15, and will be closed to fishing on Sunday, Tuesday and Thursday during the open season.

*Forward to Mike
2/10/04*



TOWN OF WELLFLEET
CONSERVATION COMMISSION

WELLFLEET, MASSACHUSETTS 02667

Paul Diodati, Director
Division of Marine Fisheries
251 Causeway Street, suite 400
Boston, MA 02114-2153

March 4, 2004

Re: Proposed revisions to the Rules and Regulations pertaining
to the Herring Alewives in the Town of Wellfleet

Dear Director Diodati:

Please find attached proposed revisions to the Town's Herring run regulations. The suggested changes were recommended by our Herring Warden, in an effort to better protect the fishery.

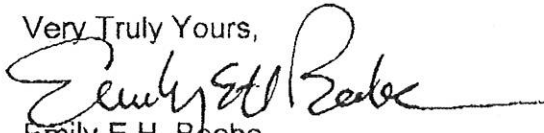
At their meeting of March 3, the Conservation Commission unanimously voted to recommend these revisions on behalf of the Herring Warden. At this time we would appreciate review of these revisions by your office, and would greatly appreciate any comments you may have, prior to holding a public hearing.

The proposed changes to the regulations would keep the run closed until May 15, to allow a majority of the Herring to travel the run without any fishing pressure, and would increase the existing fine for taking more than the allowable catch by adding a penalty of \$10 per fish.

Please refer to the following sheet for a copy of the existing regulations.

Thank you in advance for your time and consideration of these matters.

Very Truly Yours,


Emily E.H. Beebe,
Health and Conservation Agent

Attachments:

- Rules and Regulations pertaining to the Herring Alewives in the Town of Wellfleet
- letter to the Board of Selectmen, March 6, 1998, from the division of Marine Fisheries

TOWN OF WELFLEET



on Cape Cod

OFFICE OF SELECTMEN
300 Main Street
Wellfleet, Massachusetts 02667



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

May 30, 1997

Philip Coates, Director
Massachusetts Division of Marine Fisheries
100 Cambridge Street, 19th Floor
Boston, MA 02202

Dear Mr. Coates:

We, the Board of Selectmen of the Town of Wellfleet, do hereby petition the Director of the Massachusetts Marine Fisheries for permission to establish Town control over the management of Wellfleet's Herring River.

Respectfully submitted,

David Ernst, Chairman

Jeffrey White

Lawrence Gallagher

Carolina Kiggins

John Ryerson
WELFLEET BOARD OF SELECTMEN

BOS:ls



PHILIP G. COATES
DIRECTOR

The Commonwealth of Massachusetts

Division of Marine Fisheries

50A Portside Drive

Pocasset, MA 02559

617-727-0394
508-563-1779
Fax: 508-563-5482

March 6, 1998

Office of Selectmen
300 Main Street
Wellfleet, MA 02667

Dear Sirs:

I have considered the petition of the Town of Wellfleet for local control of the public fishery for alewives within the town as provided for in M.G.L. c.130, §94 and, after reviewing proposed regulations and testimony presented at the duly advertised public hearing held on March 5, 1998, have determined that such control would be proper and reasonable and in the public interest.

Accordingly, pursuant to M.G.L. c.130, §94, I grant the Selectmen of the Town of Wellfleet the authority to control and regulate the public fishery for alewives in the waters of that town. Please notify this agency of any future changes in regulations.

Sincerely,

Philip G. Coates
Director

To: BOS
CC: Harry Terkanian, Town Administrator
Date: January 23, 2014
Re: Gull Pond Working Group



Several years ago, the attention of the Conservation Commission and the NRAB was turned to the beautiful kettle ponds in Wellfleet. The NRAB did an extensive study and report on the ponds and on the recommended actions to be taken.

In 2012, the Conservation Commission, the Beach Department and the NRAB joined forces to triage the needs at the Town managed ponds. Gull Pond was first on the list and accordingly, in 2013:

- A small area south of the launch ramp was revegetated and fenced,
- 100 linear feet of MOBI mat were positioned to allow handicapped access,
- Rocks were placed on the north side of the launch ramp to prevent vehicles from parking on the beach; jersey barriers were added in the fall as the water level fell
- A new shed was built to store, among other things, a floating wheelchair that allows people to be rolled into the water and float with their families. The wheelchair was obtained through a grant funded by SMILEMA.
- New signage was added to direct the flow of traffic

The goals at Gull Pond for 2014:

- To relocate the parking from under the trees to the upper parking lot
 - Remove some trees and vegetation
 - Pave with permeable pavement the additional 36 spaces
- Install split rail fencing (see schematic)
- To remove the failing bulkhead and stairs
- To revegetate with native plantings and jute matting on the coastal bank that runs from the parking lot down to the water

Future Goals:

- Improve the launch ramp
- Lay gravel in the circular access and egress road to prevent further erosion
- Picnic tables and benches within the fenced area to allow for passive recreation

What will remain the same:

- The same number of vehicles will be able to park after the relocation as were able prior to the relocation
- Swimming lessons will continue as usual
- The launch ramp will be open for people to launch their boats year round

Town of Wellfleet
Application for Community Preservation Funding

Please submit 10 copies to:
Wellfleet Community Preservation Committee
300 Main Street
Wellfleet, MA 02667
508-349-0330

Date: November 14, 2013
Project Title: Gull Pond Landing Erosion Mitigation and Site Improvements
Project Sponsor: Wellfleet Beach Department with Conservation Commission, and
Natural Resources Advisory Board
Contact Name: Suzanne Thomas
Mailing Address: Wellfleet COA, 715 Old Kings Highway, Wellfleet, MA 02667
Telephone: 508-439-0313 **Email:** Suzanne.thomas@wellfleet-ma.gov
Federal Tax Identification number (if nonprofit): _____

CPA Category (circle all that apply):

Community Housing **Historic Preservation** **Recreation** **Open Space**

CPA Funding Requested: \$81,561.50

Total Project Cost: \$81,561.50 (with in-kind labor from AmeriCorps,
Town staff & committee members)

Project Description: Please answer the following questions, keeping answers brief but complete. Include supporting materials as necessary.

See attached narrative titled Gull Pond Landing Recommendations, July-August 2013.

1. **Goals:** What are the goals of this project? How does this project benefit Wellfleet and meet the goals of the Community Preservation Act?

See attached narrative.

2. **Community Need:** Why is this project needed? Does it address needs identified in existing Town plans?

The need is stated in the attached project description and goals, and the work is consistent with the Town's Feb. 2011 "Ponds Management Plan" presented by Natural Resources Advisory Board (NRAB).

3. **Community Support:** What is the nature and level of support for this project?

Initial public input was sought in March 2013 by the town working group with representatives from the Beach Department, Conservation Commission and NRAB at a Conservation Commission business meeting. Although attendance was slight, there is consensus from the town staff and committees that this is an important improvement and restoration project. Since that time the Conservation Department installed some native plantings at the pond and Mobi-mat in cooperation with the Beach Department and AmeriCorps. The proposal has since been refined.

4. **Timeline:** What is the schedule for project implementation?

Phase 1 – 2013 (done) – Interim accessible route to pond with Mobi-Mat, rocks to deter driving on the beach, and native plantings on shoreline (completed with Beach revenue funds)

Phase 2- 2014 – Implement more complete site plan with native plant revegetation, replacement parking in upper lot, fencing, regrading for replacement boat ramp and improved accessibility, bulkhead removal, bank stabilization, and stormwater drainage improvements (CPA fund request)

Phase 3 – 2015 and beyond – monitor and make adjustments as needed

5. **Implementation:** Who will be responsible for implementing and overseeing this project?

The Beach Administrator on behalf of Recreation Director (with support of Conservation Commission). DPW and AmeriCorps assistance will be requested.

6. **Success Factors:** How will the success of this project be measured?

We are hopeful for a reduction in complaints to Recreation Director and Beach Administrator, and an increase in compliments. The conservation objectives are improved water quality and pond wetland buffer area resource conditions through runoff/erosion control.

Pond visitors will see improvement in overall conditions, including: improved pedestrian and vehicle traffic flow for parking and beach access will reduce congestion and increase safety for pedestrians; repaired eroded areas and mitigated stormwater runoff into pond will improve water quality and create a safer walking terrain; replanted degraded areas will restore the natural habitat for flora and fauna and provide needed coverage to prevent further erosion, and a new picnic area. Boaters accessing the boat ramp will have improved conditions for launching and better visibility.

7. **Budget:** What is the total budget for the project and how will CPA funds be spent?

Funds will be spent on engineering and contracting for parking and boat ramp work. This will be supplemented with in-kind labor by town staff, committee members, and

AmeriCorps to do fencing, revegetation, Mobi-mat regrading, and signage. The AmeriCorps in-kind labor is estimated at \$4,605.

8. **Other Funding:** What additional funding sources are available, committed, or under consideration? Include copies of commitment letters, if available.

Town Beach Department revenues and other town funds were utilized for Phase 1 activities. This totaled approximately \$11,749 in 2013. The Conservation Commission arranged topography and site plans. Further, we will request an AmeriCorps Group Project effort to assist town staff with labor for site improvement work. This will be overseen by the Town Beach Administrator, Conservation Agent and Conservation Commission members, who will also participate in the preparation and review of contract documents and work days.

9. **Maintenance:** If ongoing maintenance will be required, who will be responsible and how will it be funded?

We will request that DPW maintain the road and boat ramp surfaces. It is hoped that ongoing maintenance repairs by DPW will be reduced by correcting the drainage problems and improving the recreational and natural resource conditions. The Beach Department and Conservation Commission will monitor parking, picnic, and beach areas for required repairs and work with AmeriCorps to achieve necessary upgrades. Sand sweeping will be required for the optimal functioning of permeable pavement.

10. **Other information:** Any additional information that might benefit the CPC in consideration of this project.

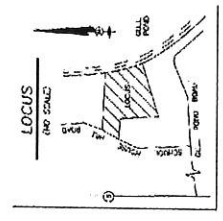
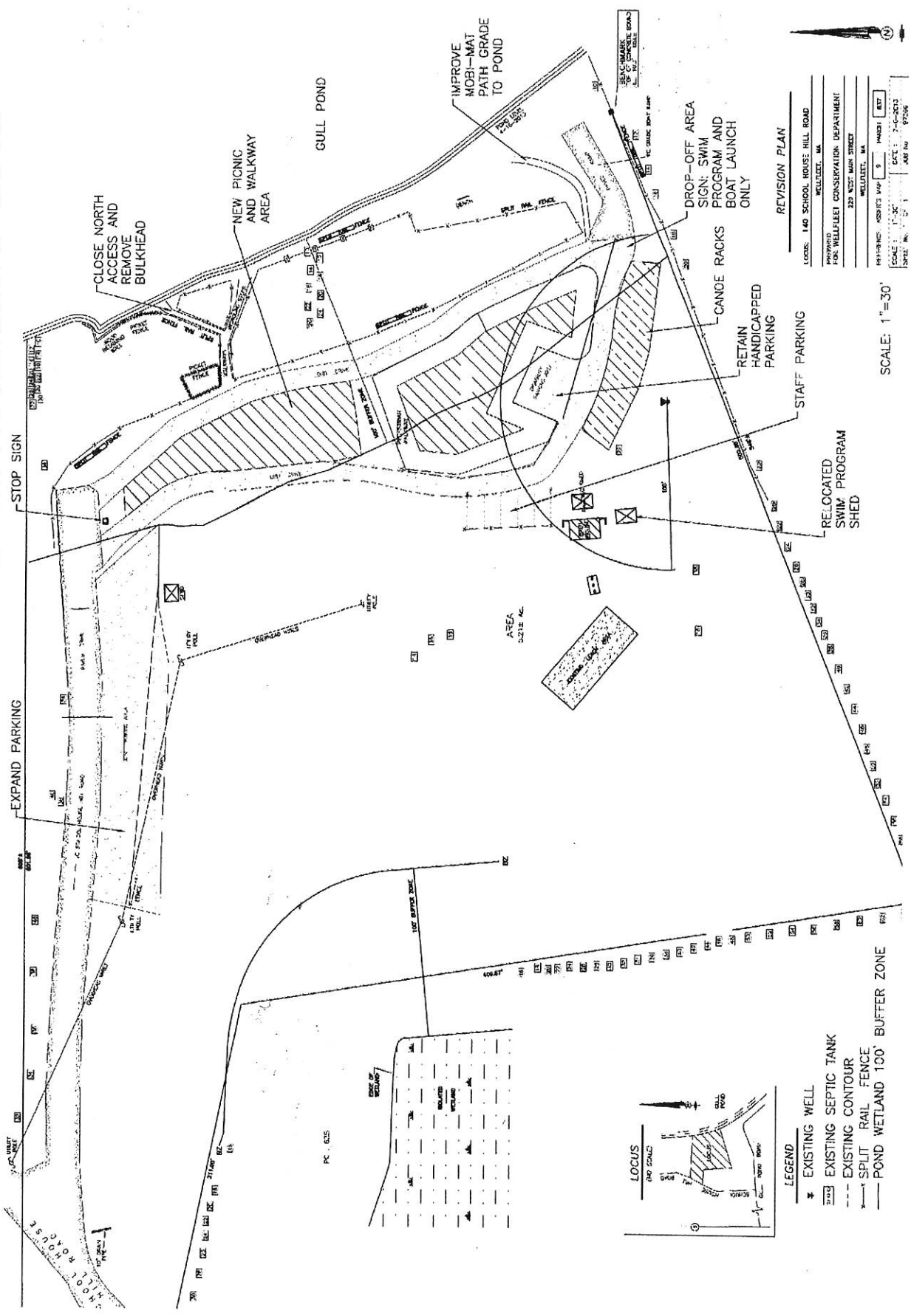
See attached photos and site plans.

.....FOR CPC USE ONLY.....

File # _____
Date Received _____

Determination _____

GULL POND LANDING PROPOSED IMPROVEMENTS 2013



- LEGEND**
- X EXISTING WELL
 - ▭ EXISTING SEPTIC TANK
 - - - EXISTING CONTOUR
 - SPLIT RAIL FENCE
 - ▨ POND WETLAND 100' BUFFER ZONE

REVISION PLAN

LOCUS: 140 SCHOOL HOUSE HILL ROAD
WELLSFLEET, MA

PREPARED FOR: WELLSFLEET CONSERVATION DEPARTMENT
329 WEST MAIN STREET
WELLSFLEET, MA

DATE: 7-6-2013
SCALE: 1" = 30'

Ponds materials and pricing (Gull Landing)

	Quantity	Price each	Subtotal	Total price
Boat ramp regrading and reconstruction work				
Regrading engineering plan (boat ramp improvement, including stormwater)	1			\$1,500.00
Boat ramp reconstruction				
	lump			\$25,000.00
Upper parking*				
Permeable paving (130 sq yards) (include subsurface recharge bed and installation)		\$150/sq yd		\$20,000.00
Striping (220 foot road and 36 parking spaces)	lump		\$800.00	\$800.00
Vacuum Pavement 6x/year			\$1,200.00	\$1,200.00
				\$22,000.00
Picnic and walkway area				
Planting area (2-3 gallon plants):	150	\$40.00	\$6,000.00	\$6,000.00
Inkberry, Bayberry, Huckleberry, Blueberry, Pepperbush, Leatherleaf				
Picnic tables (recycled lumber)	4	\$900.00	\$3,600.00	\$3,600.00
Split rail fence posts	95	\$11.00	\$1,045.00	\$1,045.00
Split rail fence rails	170	\$7.25	\$1,232.50	\$1,232.50
Use wood chipper on site for picnic area wood chips (labor only)	n/c			
Signage				
Sign posts (4"x4" PT) (incl. new signs and relocate Protect Pond sign)	6	\$10.00	\$60.00	\$60.00
One-way Sign	1	\$45.00	\$45.00	\$45.00
Do Not Enter Sign	1	\$65.00	\$65.00	\$65.00
Stop Sign	1	\$85.00	\$85.00	\$85.00
No Combustible Engines and Drop Off Area Only sign (custom signs)	2	\$200.00	\$400.00	\$400.00
4"x4" posts to deter parking in woods	12	\$10.00	\$120.00	\$120.00
				\$775.00
Demo boat rental corral (labor only)				
Bulkhead (loads)	4	\$500.00	\$2,000.00	\$2,000.00
Stairway (loads)	8	\$500.00	\$4,000.00	\$4,000.00
Reveg area at bulkhead and stairway				
Biodegradable jute	3	\$100/roll	\$300.00	\$300.00
Ground staples (1000/box)	3	\$100/box	\$300.00	\$300.00

Native grass:						
Hair grass seed (by pound)	5	\$12.80	\$64.00	\$64.00		
Pennsylvania sedge plugs (4 batches @ 72 plugs/batch)	288	\$2.00	\$576.00	\$576.00		
Quickgrass pro-e matting	3	\$35/roll	\$105.00	\$105.00		

Hardener (with added gravel below) to correct loop road drainage problems	12 yards	\$12/yard	\$144.00	\$144.00		
Processed stone for loop road	150 tons	\$30/ton	\$4,500.00	\$4,500.00		

Gravel drainage swale on west side of loop road and south side of boat ramp (1.5")	12 yards	\$60/yard	\$720.00	\$720.00		
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Improve Mobi-mat path grade and walking surface to pond:						
Sand for beach area under mobi-mat for more smooth & accessible grade	n/c					
Granite marker (for visibility with varying water level at end of row of rocks by boat ramp)	1	\$300.00	\$300.00	\$300.00		

AmeriCorps hours (2 group service days)	13 members	\$22.14/hr	\$4,605.12	Donation	In-kind	
Staff and Conservation Commission Member volunteer time				Unknown In-kind Donation		

Sub-Total						\$96,936.50
Contingency 10%						\$7,400.00
TOTAL						\$104,336.50

*NSTAR to drop power line for parking area expansion

Request funding as a Transfer from the Beach Fund at ATM2014						\$ 22,775.00
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Move request to FY16						\$ 25,000.00
Subtotal						\$ 49,161.50
Contingency 10%						\$ 5,000.00

ADJUSTED TOTAL						\$ 54,161.50
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Article 46. To see if the Town will vote and report of the Selectmen to be filed with the before February 27, 1966, relative to the layout from Commercial Street to Kendrick Avenue Extension layout as recommended in said report on behalf of accept as a gift, to acquire by purchase or take the land described in said report and raise and of one hundred dollars (\$100.00) for the purpose

1966
ATM
↓

Voted: To accept the article as printed.

* Article 47. To see if the Town will authorize the Board of Selectmen to issue non-transferable vehicle identification stickers for exclusive use of parking lots at all town beaches, at a cost of \$1.00 to residents and taxpayers and \$2.00 to persons paying for accommodations in Wellfleet. Persons paying for accommodations shall be certified by the owner of such accommodations, and see if the town will raise and appropriate or transfer a sum of money for the purpose of purchasing stickers, providing clerical hire and policing of all Town-owned beach parking areas.

Voted: That the Town accept the above article with amendment that the monies received from Stickers go into a fund known as 'Beach Fund for Care, Improvement and Maintenance of Town Beaches,' and transfer from Free Cash \$4,900.00 for purposes stated in article.

Article 48. To see if the Town will vote to raise and appropriate the sum of \$1,000.00 for the extension and filling of the Town Parking area at Duck Harbor, or do or act anything thereon.

Voted: To accept the article as printed.

Article 49. To see if the Town will authorize to layout and accept as a Town road, and improve the same with Town funds, a private way unnamed, leading from Old Neck Road, Wellfleet, to the top of the hill, known as Indian Walk, shown on a plan recorded with Barnstable Registry of Deeds, entitled "Chequessett Heights", plan laid out by Nickerson and Berger, Orleans, Mass. and further to accept a Deed of title to said way from the owner or owners of record, and to do or act anything thereon.

Indefinitely Postponed.

Article 50. To see if the Town will place the Surveyor of Highways and the full-time Town employees working under his direction on a salary basis and raise and appropriate a sum of money therefore and fix the salary of the Surveyor; all to become effective January 1, 1967, or take any action relative thereto.

Indefinitely postponed.

Article 51. To see if the Town will vote to accept and adopt the by-laws drawn up in the Warrant.

Indefinitely postponed.













Wellfleet Fire Department



10 Lawrence Road, Wellfleet, MA 02667

Richard J. Pauley, Jr.
Fire Chief

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

TO: Board of Selectmen
Finance Committee

CC: Harry Sarkis Terkanian, Town Administrator

FROM: Richard J. Pauley, Jr., Fire Chief

RE: *FY-2015 Fire Department Budget - Follow-up to Our Joint
Budget Meeting of December 12, 2013*

DATE: January 23, 2014

This memorandum is in reference to the joint Board of Selectmen and Finance Committee meeting of December, 12, 2013, in review of the proposed FY-2015 Fire Department Budget.

In follow up to our meeting of December 12th and upon further review of the proposed Fire Department budget that was submitted, I have revised our FY-2015 budget request from the original total sum figure of \$1,249,718.00 to \$1,229,161.00, a reduction of \$20,557.00. The new requested amount of \$1,229,161.00 is a result of a reduction of \$11,237.00 in Salaries/Wages (line item 5130.20 Overtime Training Call) and a reduction of \$9,320.00 in Expenditures in several line items inclusive of Contract Services, Postage, Printing, Advertising, Office Supplies and Equipment.

With respect to our meeting of December 12th, please allow me to offer the additional information in hopes of answering outstanding questions and/or concerns:

5130.00 Salaries/Wages Overtime F/T:

The amount requested in this line item for FY-2015 is \$151,520.00. This line item covers the costs to backfill all vacant shifts as a result of vacation, sick and personal time usage. In addition, this line item covers the costs for personnel to attend monthly Officer/Staff meetings and emergency call backs for fire and EMS calls. Historically, this line item is overspent each year, as a result of either personnel being out on extended injury leave (either on-duty or non-duty related) or the need to fill vacancies as a result of a Firefighter/EMT-Paramedic resignation. This line item is funded at the minimum amount needed each year, without taking into the account the possibility of any extended injury leave(s) or resignation(s).

This Department is staffed with two (2) Firefighter/EMT-Paramedics on duty, 24 hours a day. This staffing model requires eight (8) full time personnel total (two (2) members on a group and four (4) groups total). This is the minimum staffing allowed for an advanced life support (ALS) ambulance service and well below the National Fire Protection Association (NFPA) standards for a first-due engine company. This minimum staffing requires that every shift vacancy as a result of vacation, sickness, personal time usage be backfilled utilizing overtime and is contractually obligated.

This fiscal year's overtime funding request is \$151,620.00 broken down as follows:

Vacation time back fill	\$70,341.60
Sick time back fill	\$24,117.12
Personal days back fill	<u>\$ 5,024.40</u>
	\$99,483.12
Officer's Meetings	\$ 4,510.08
Emergency call back	<u>\$47,627.26</u>
	\$52,137.34

Unless additional full-time staffing is added, this funding level of overtime will be required annually (at a minimum) and is a necessary cost of running the Department. Again, it is important to note that the funding requested in this line item does not allow for any extended injury or sickness leave, or, the possibility of a resignation(s) which we have seen on a regular basis, thereby, requiring the backfill of additional shifts as a result of the occurrence(s).

5130.18 Salaries/Wages O/T Training FT:

The amount requested in this line item for FY-2015 is \$36,661.00 and funds overtime wages for all State and Department required training for the full-time personnel. This training includes State mandated biennial refresher courses to maintain EMT-Paramedic certifications, State mandated hospital based continuing education sessions and two Department mandated drills per month broken down as follows:

State mandated biennial refresher courses	\$15,073.20
State mandated hospital continuing education	\$ 2,679.68
Monthly fire training/drills	\$ 9,043.92
Monthly EMS training/drills	\$ 9,043.92
Overtime training other	<u>\$ 820.44</u>
	\$36,661.16

TO: Board of Selectmen and Finance Committee
RE: *FY-2015 Fire Department Budget*

January 23, 2014
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This funding request accurately reflects the anticipated costs associated with training and drills for the fiscal year. It is based upon required hours, number of personnel and the average overtime wage/per hour. In addition, please note that in FY-2013 actual usage for this line item was \$31,166.00, however, in FY-2014 this line item was only funded at \$15,000.00 (for reasons not known to me). As such, we will most likely over-expend this line item by at least \$16,000.00 in the current fiscal year in order to meet State mandated training requirements that we have no discretion to otherwise manage or reduce.

5130.20 Salaries/Wages Overtime Call:

This line covers the costs associated with training for our sixteen (16) paid on-call Department members. As a historical point of reference, there were ten (10) paid on-call members in the Department in Fiscal Year 2013 and for several years prior the paid on-call rank had shrunk to as little as five (5) members. In accordance with the current bargaining agreement, on-call personnel are compensated at time and a half for all in-house fire and EMS related training which is essentially two (2) drills per month, with each drill lasting 2 ½ to 3 hours. Our original line item request for FY-2015 for this category was \$41,736.00 broken down as follows:

2 drills x 3 hours/drill x 12 months x 16 members x 36.23 avg. OT rate

This original request of \$41,736.00 reflected the maximum number of hours at 1,152 for the fiscal year. I have re-calculated this line item to reflect 842 hours given the possibility and likelihood that we will not have 100% member attendance at every drill, and, that some drills may not go for the entire three (3) hour time period.

In addition, please note that in FY-2013 actual usage for this line item was \$18,731.00 and was only funded in FY-2014 at \$10,000.00 (again for reasons not known to me). As with line item 5130.18, we will likely over-expend this line item by at least \$15,000.00 in the current fiscal year because it was significantly under-funded.

5300.00 Contract Services:

The amount requested in this line item for FY-2015 was \$22,207.00 which included the cost of the water tower radio rental fee. Upon further research and confirmation, it was determined that this fee (\$8,000.00) is not required, therefore, this line item request has been reduced to \$15,207.00.

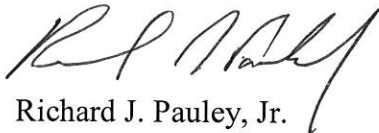
TO: Board of Selectmen and Finance Committee
RE: *FY-2015 Fire Department Budget*

January 23, 2014
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In summary, the revised FY-2015 Fire Department budget request is \$1,229,161.00. and reflects what I believe to be the minimum level of funding necessary to maintain our current level of service to the community. In addition, the amount requested in the Salaries/Wages Overtime line items for both full-time and on-call personnel, as previously outlined in this memorandum, are based upon both true anticipated need and historical usage data.

I will be in attendance at the January 28th meeting of the Board of Selectmen should the Board desire further discussion. As always, should you have any questions, or need additional information, please don't hesitate to contact me.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "R. J. Pauley, Jr.", written in a cursive style.

Richard J. Pauley, Jr.
Fire Chief

		FY 11	FY 12	FY 13	FY 14	FY 15	FY 15
		Actual	Actual	Actual	Budget	Projection	TA Budget
145	Town Clerk/Treasurer						
5110	0 Town Clerk/Treasurer	\$66,884	\$68,891	\$70,971	\$73,100	\$73,100	\$135,000
5110	5 Deputy Town Clerk/Treasurer	\$39,104	\$40,277	\$41,332	\$42,736	\$44,018	\$44,018
5144	0 Salaries/Wages Longevity	\$2,500	\$2,600	\$2,700	\$2,800	\$2,900	\$2,900
5195	0 Salaries/Wages Stipend			\$0	\$0	\$16,800	\$16,800
	Subtotal Salaries/Wages	\$108,488	\$111,768	\$115,003	\$118,636	\$136,818	\$198,718
5300	0 Contract Services	\$8,162	\$7,814	\$7,357	\$9,500	\$10,000	\$10,000
5300	2 Seminars/Training	\$40		\$40	\$100	\$100	\$1,070
5340	2 Postage	\$3,471	\$3,418	\$2,964	\$3,300	\$3,300	\$3,300
5340	3 Printing	\$264		\$0	\$100	\$100	\$100
5420	0 Office Supplies	\$1,097	\$2,419	\$1,672	\$2,000	\$1,700	\$2,000
5710	0 Travel	\$438	\$449	\$510	\$510	\$500	\$500
5710	1 Meals/Lodging	\$150	\$153	\$125	\$200	\$200	\$200
5730	0 Dues/Memberships	\$330	\$150	\$308	\$200	\$300	\$300
5780	0 Other Charges		\$0	\$629	\$2,700	\$2,400	\$2,400
5781	0 Borrowing Costs	\$469	\$1,209	\$1,610	\$1,600	\$1,600	\$1,600
	Subtotal Expenses	\$14,421	\$15,612	\$15,215	\$20,210	\$20,200	\$21,470
	Total 145	\$122,909	\$127,380	\$130,218	\$138,846	\$157,018	\$220,188

		FY 11	FY 12	FY 13	FY 14	FY 15	FY 15
		Actual	Actual	Actual	Budget	Projection	TA Budget
210	Police						
5110	Salaries/Wages Fulltime	\$59,677	\$23,649	\$80,295	\$80,695	\$80,695	\$80,695
5110	Salaries/Wages Fulltime Brazille	\$59,677	\$77,568	\$80,295	\$80,695	\$80,695	\$80,695
5110	Salaries/Wages Fulltime Fisette	\$86,082	\$110,690	\$114,580	\$115,150	\$118,605	\$118,605
5110	Salaries/Wages Fulltime Austin	\$54,238	\$67,798	\$70,180	\$70,530	\$70,530	\$70,530
5110	Salaries/Wages Fulltime Hurley	\$62,054	\$98,480	\$101,945	\$102,450	\$105,524	\$105,524
5110	Salaries/Wages Fulltime Taylor	\$54,238	\$59,662	\$61,760	\$62,065	\$0	\$0
5110	Salaries/Wages Fulltime Campbell	\$54,238	\$67,798	\$74,164	\$70,530	\$0	\$0
5110	Salaries/Wages Fulltime Turner	\$54,238	\$61,213	\$64,830	\$65,475	\$65,475	\$65,475
5110	Salaries/Wages Fulltime Holoway	\$54,238	\$59,662	\$61,760	\$62,065	\$62,065	\$62,065
5110	Salaries/Wages Fulltime LaPense	\$54,238	\$67,798	\$70,180	\$70,530	\$70,530	\$70,530
5110	Salaries/Wages Fulltime Clark	\$53,574	\$68,808	\$77,153	\$77,850	\$79,110	\$79,110
5110	Salaries/Wages Fulltime	\$38,208				\$45,190	\$45,190
5110	Salaries/Wages Fulltime LaRocco		\$45,745	\$48,630	\$49,605	\$50,595	\$50,595
5110	Salaries/Wages Fulltime Spirito		\$31,023	\$47,700	\$49,290	\$50,275	\$50,275
5110	Salaries/Wages Fulltime Meeegan		\$0	\$0	\$0	\$45,190	\$45,190
5110	89 Salaries/Wages Lieut/Sgt	\$4,631	\$4,791	\$0	\$0	\$0	\$0
5110	90 In-House Training	\$62,247	\$64,687	\$81,100	\$65,000	\$65,000	\$65,000
5116	0 Salaries/Wages Specialists	\$543	\$1,152	\$1,652	\$1,200	\$2,000	\$2,000
5117	0 Matron	\$5,509	\$5,040	\$5,509	\$6,500	\$6,500	\$6,500
5118	0 School Crossing Guard	\$85,653	\$79,310	\$82,779	\$83,000	\$91,000	\$91,000
5130	0 Overtime	\$4,508	\$2,747	\$2,406	\$0	\$0	\$0
5135	0 Double Time	\$11,700	\$11,750	\$7,100	\$12,000	\$14,000	\$14,000
5140	0 Officer in Charge	\$10,359	\$8,984	\$10,179	\$10,000	\$10,555	\$10,555
5142	Night Differential	\$27,954	\$22,576	\$27,539	\$23,000	\$21,375	\$21,375
5143	Holiday	\$6,300	\$5,260	\$6,070	\$6,500	\$6,260	\$6,260
5144	Longevity	\$1,999	\$1,049	\$1,015	\$1,000	\$1,000	\$1,000
5146	EMT	\$2,472	\$2,724	\$2,701	\$0	\$0	\$0
5170	Health Insurance	\$10,000	\$9,000	\$9,000	\$9,000	\$9,000	\$9,000
5191	Uniform Allowance	\$2,400	\$2,400	\$2,400	\$2,400	\$2,400	\$2,400
5195	Stipend Detective	\$920,975	\$1,061,364	\$1,112,627	\$1,100,535	\$1,077,508	\$1,077,508
	Subtotal Salaries/Wages						

		FY 11	FY 12	FY 13	FY 14	FY 15	FY 15
		Actual	Actual	Actual	Budget	Projection	TA Budget
210	Police						
5240	Repair/Maint Services	\$399	\$1,587	\$80	\$500	\$500	\$500
5240	3 Repair/Maint Svcs Vehicles	\$5,774	\$3,133	\$2,599	\$5,000	\$5,000	\$5,000
5290	5 Service Contract Copier		\$398	\$536	\$400	\$400	\$400
5300	Contract Services	\$4,603	\$2,756	\$2,592	\$2,500	\$3,100	\$3,100
5300	10 Medical Services	\$150	\$700	\$265	\$400	\$400	\$400
5300	20 Seminars/Training	\$8,071	\$6,194	\$6,377	\$6,000	\$6,000	\$6,000
5340	1 Telephone	\$4,636	\$5,292	\$4,386	\$5,500	\$5,000	\$5,000
5340	2 Postage	\$646	\$551	\$581	\$600	\$600	\$600
5340	3 Printing	\$1,746	\$719	\$1,098	\$700	\$700	\$700
5340	4 Advertising	\$511	\$452	\$158	\$300	\$300	\$300
5420	Office Supplies	\$5,198	\$5,932	\$3,918	\$5,500	\$5,500	\$5,500
5430	Repair/Maint Supplies	\$2,327	\$2,417	\$528	\$2,500	\$2,500	\$2,500
5480	Vehicle Supplies	\$8,437	\$6,596	\$6,060	\$7,500	\$7,500	\$7,500
5480	1 Gasoline/Diesel	\$25,954	\$37,263	\$37,248	\$40,000	\$40,000	\$40,000
5490	Food Supplies	\$141	\$244	\$56	\$200	\$200	\$200
5500	Medical Supplies	\$354	\$1,409	\$1,143	\$300	\$300	\$300
5580	Other Supplies	\$1,358		\$0	\$0	\$0	\$0
5580	1 Uniforms	\$5,197	\$479	\$1,841	\$2,000	\$2,000	\$2,000
5580	2 Uniforms (Allowance)	\$2,939	\$2,290	\$2,914	\$3,000	\$3,000	\$3,000
5580	10 Training Supplies	\$2,732	\$2,834	\$1,907	\$3,000	\$3,000	\$3,000
5710	Travel	\$3,030	\$1,493	\$1,493	\$2,000	\$2,000	\$2,000
5710	1 Meals/Lodging	\$2,442	\$1,902	\$422	\$1,500	\$1,500	\$1,500
5730	Dues/Subscriptions	\$2,629	\$3,555	\$3,681	\$4,000	\$4,000	\$4,000
5850	Small Equipment	\$1,134	\$3,285	\$1,782	\$3,000	\$3,000	\$3,000
	Academy Costs		\$0	\$0	\$0	\$0	\$10,000
	Drug Investigation			\$0	\$0	\$1,200	\$1,200
	Subtotal Expenses	\$90,408	\$91,481	\$81,665	\$96,400	\$97,700	\$107,700
	Total 210	\$1,011,383	\$1,152,845	\$1,194,292	\$1,196,935	\$1,175,208	\$1,185,208

		FY 11	FY 12	FY 13	FY 14	FY 15	FY 15
		Actual	Actual	Actual	Budget	Projection	TA Budget
215	Comm/Dispatchers						
5110	Salaries/Wages Fulltime Davis	\$57,154	\$57,154	\$57,155	\$57,155	\$58,870	\$58,870
5110	Salaries/Wages Fulltime Mulligan	\$47,377	\$45,925	\$47,145	\$47,375	\$48,800	\$48,800
5110	Salaries/Wages Fulltime Miller	\$46,305	\$46,448	\$47,235	\$47,375	\$48,800	\$48,800
5110	Salaries/Wages Fulltime Worthingt		\$40,974	\$42,910	\$42,910	\$45,080	\$45,080
5110	Salaries/Wages Fulltime McCarthy		\$9,696	\$40,971	\$41,305	\$44,410	\$44,410
5110	In House Training			\$0	\$0	\$0	\$0
5119	Reliefs	\$15,662	\$13,270	\$19,576	\$9,570	\$9,570	\$9,570
5130	Overtime	\$19,762	\$8,353	\$10,885	\$29,000	\$29,000	\$29,000
5130	10 Overtime (Pol)	\$8,150	\$3,265	\$1,170	\$8,840	\$8,840	\$8,840
5135	Double Time	\$1,936	\$160	\$2,048	\$0	\$0	\$0
5135	10 Double Time (Pol)		\$329	\$0	\$0	\$0	\$0
5142	Night Differential	\$5,495	\$5,390	\$5,453	\$5,500	\$5,500	\$5,500
5143	Holiday	\$4,847	\$6,560	\$5,271	\$7,240	\$7,530	\$7,530
5144	Longevity	\$2,280	\$2,750	\$2,570	\$2,590	\$2,860	\$2,860
5146	EMT	\$2,200	\$3,318	\$3,784	\$3,200	\$3,800	\$3,800
	Health Insurance			\$3,710	\$0	\$0	\$0
5191	Uniform Allowance	\$4,000	\$1,613	\$4,000	\$4,000	\$4,000	\$4,000
5193	Incentive Pay		\$4,000	\$0	\$1,000	\$1,000	\$1,000
	Subtotal Salaries/Wages	\$215,168	\$249,205	\$293,883	\$307,060	\$318,060	\$318,060
5300	Contract Services	\$11,972	\$14,798	\$13,761	\$15,000	\$15,000	\$15,000
5300	20 Seminars/Training	\$120		\$495	\$100	\$100	\$100
5340	2 Postage			\$0	\$100	\$100	\$100
	Printing			\$165	\$0	\$0	\$0
5420	Office Supplies	\$2,743	\$1,054	\$672	\$1,500	\$1,500	\$1,500
5500	Medical Supplies	\$1,218	\$307	\$250	\$0	\$0	\$0
	Uniforms			\$0	\$0	\$500	\$500
5580	2 Uniform (Allowance)		\$1,345	\$0	\$500	\$0	\$0
5580	10 Training Supplies			\$0	\$0	\$0	\$0
5710	Travel	\$274	\$773	\$50	\$500	\$500	\$500
5710	1 Meals/Lodging	\$74	\$71	\$0	\$100	\$100	\$100
5730	Dues/Memberships		\$712	\$457	\$400	\$400	\$400
5850	Small Equipment	\$831	\$18,615	\$560	\$0	\$0	\$0
	Subtotal Expenses	\$17,232	\$37,674	\$16,410	\$18,200	\$18,200	\$18,200
	Total 215	\$232,400	\$286,879	\$310,293	\$325,260	\$336,260	\$336,260

	FY 11 Actual	FY 12 Actual	FY 13 Actual	FY 14 Budget	FY 15 Projection	FY 15 TA Budget
291						
5300	\$0	\$0	\$0	\$50	\$500	\$500
Emergency Management	\$0	\$0	\$0	\$50	\$500	\$500
Subtotal Expenses	\$0	\$0	\$0	\$50	\$500	\$500
Total 291	\$0	\$0	\$0	\$50	\$500	\$500

	FY 11 Actual	FY 12 Actual	FY 13 Actual	FY 14 Budget	FY 15 Projection	FY 15 TA Budget
292						
Animal Control Officer						
5111	\$28,996	\$29,953	\$30,835	\$31,760	\$32,713	\$32,713
Salaries/Wages Part Time Russell	\$28,996	\$29,953	\$30,835	\$31,760	\$32,713	\$32,713
5111	\$2,500	\$5,000	\$769	\$0	\$0	\$0
Salaries/Wages Part Time	\$2,500	\$5,000	\$769	\$0	\$0	\$0
Salaries/Wages Part Time AH			\$200	\$2,500	\$7,500	\$7,500
5144		\$300	\$325	\$350	\$375	\$375
Longevity		\$300	\$325	\$350	\$375	\$375
5195	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
20 Stipend	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
Subtotal Salaries/Wages	\$32,496	\$36,253	\$33,129	\$35,610	\$41,588	\$41,588
5300	\$151	\$0	\$430	\$1,000	\$1,000	\$1,000
Contract Services	\$151	\$0	\$430	\$1,000	\$1,000	\$1,000
5300		\$0	\$0	\$0	\$0	\$0
20 Seminars Training		\$0	\$0	\$0	\$0	\$0
5340	\$30	\$180	\$158	\$200	\$650	\$650
1 Telephone	\$30	\$180	\$158	\$200	\$650	\$650
5340	\$170		\$160	\$0	\$0	\$0
2 Postage	\$170		\$160	\$0	\$0	\$0
5340		\$66	\$0	\$100	\$100	\$100
3 Printing		\$66	\$0	\$100	\$100	\$100
5400	\$190	\$63	\$1,091	\$200	\$200	\$200
Supplies	\$190	\$63	\$1,091	\$200	\$200	\$200
5420		\$243	\$0	\$300	\$300	\$300
Office Supplies		\$243	\$0	\$300	\$300	\$300
5480	\$516	\$606	\$761	\$500	\$800	\$800
1 Gasoline/Diesel	\$516	\$606	\$761	\$500	\$800	\$800
5580	\$230	\$98	\$0	\$250	\$250	\$250
1 Uniforms	\$230	\$98	\$0	\$250	\$250	\$250
5710			\$0	\$0	\$0	\$0
Travel			\$0	\$0	\$0	\$0
5730			\$0	\$0	\$0	\$0
Dues/Membership			\$0	\$0	\$0	\$0
Subtotal Expenses	\$1,287	\$1,257	\$2,600	\$2,550	\$3,300	\$3,300
Total 292	\$33,783	\$37,511	\$35,729	\$38,160	\$44,888	\$44,888

220		FY 11	FY 12	FY 13	FY 14	FY 15	FY 15
Fire Department		Actual	Actual	Actual	Budget	Projection	TA Budget
5109	Salaries/Wages Full Time DS			\$82,576	\$0	\$0	\$0
5109	1 Salaries/Wages Full Time RP			\$34,578	\$96,000	\$97,605	\$97,605
5110	Salaries/Wages Full Time TF	\$64,013	\$65,391	\$68,025	\$68,025	\$68,025	\$68,025
5110	Salaries/Wages Full Time GW	\$59,554	\$60,841	\$63,292	\$63,292	\$63,292	\$63,292
5110	Salaries/Wages Full Time JW	\$52,306	\$53,448	\$55,600	\$55,600	\$55,600	\$55,600
5110	Salaries/Wages Full Time JAC	\$59,024	\$60,300	\$62,730	\$62,730	\$62,730	\$62,730
5110	Salaries/Wages Full Time SC	\$59,024	\$60,300	\$62,730	\$62,730	\$62,730	\$62,730
5110	Salaries/Wages Full Time MLW	\$44,815	\$45,297	\$47,122	\$47,122	\$47,122	\$47,122
5110	Salaries/Wages Full Time TAT	\$39,104	\$40,277	\$41,322	\$46,040	\$44,031	\$44,031
5110	Salaries/Wages Full Time CG	\$44,285	\$44,755	\$46,558	\$46,558	\$46,558	\$46,558
5110	Salaries/Wages Full Time SC	\$44,285	\$44,755	\$22,856	\$46,558	\$46,558	\$46,558
5110	90 Seminars	\$2,054	\$1,915	\$1,385	\$2,000	\$8,715	\$8,715
5130	Overtime	\$178,603	\$217,938	\$207,535	\$150,000	\$151,620	\$151,620
5130	18 Overtime Training Full Time	\$15,757	\$14,704	\$31,166	\$15,000	\$36,661	\$36,661
5130	20 Overtime Training Call	\$6,902	\$9,649	\$18,731	\$10,000	\$41,737	\$30,500
5135	Double Time Full Time	\$10,729	\$6,537	\$7,801	\$7,500	\$11,797	\$11,797
5135	20 Double Time Call	\$2,080	\$2,608	\$3,483	\$3,000	\$4,250	\$4,250
5143	Holiday	\$17,136	\$28,395	\$28,031	\$30,000	\$32,887	\$32,887
5144	Longevity	\$5,700	\$6,050	\$6,400	\$7,050	\$7,450	\$7,450
5147	2 Paramedic Call			\$0	\$0	\$0	\$0
5147	4 Stipend Call	\$28,925	\$30,225	\$33,663	\$35,000	\$32,000	\$32,000
5147	6 Fire/Rescue Call	\$37,887	\$40,548	\$55,980	\$55,591	\$53,000	\$53,000
5147	8 Ambulance Runs Call	\$36,820	\$38,350	\$44,000	\$40,000	\$46,285	\$46,285
5147	10 Day/Weekend	\$3,278	\$6,545	\$8,143	\$7,600	\$8,804	\$8,804
5170	8 Health Stipend			\$1,350	\$0	\$0	\$0
5191	Uniform Allowance	\$3,000		\$0	\$0	\$0	\$0
5193	Educ Incentive Pay	\$6,000	\$6,000	\$6,000	\$6,000	\$5,000	\$5,000
5193	20 Incentive Pay Call	\$1,800	\$2,000	\$1,300	\$2,700	\$3,400	\$3,400
	Subtotal Salaries/Wages	\$823,081	\$886,828	\$1,042,357	\$966,096	\$1,037,857	\$1,026,620

220		FY 11	FY 12	FY 13	FY 14	FY 15	FY 15
		Actual	Actual	Actual	Budget	Projection	TA Budget
5240	Repair/Maint Services	\$10,770	\$23,168	\$10,901	\$16,000	\$16,000	\$16,000
5300	Contract Services	\$12,402	\$11,394	\$23,717	\$14,000	\$22,207	\$15,207
5300	Medical Services	\$625	\$4,616	\$3,829	\$4,500	\$2,500	\$2,500
5300	20 Seminars/Training	\$10		\$0	\$0	\$2,400	\$2,400
5300	21 EMS Training	\$2,666	\$6,474	\$4,780	\$5,000	\$5,080	\$5,080
5300	23 Ambulance Billing	\$14,462	\$16,292	\$16,238	\$18,000	\$18,350	\$18,350
5300	24 C-MED			\$1,327	\$3,100	\$3,580	\$3,580
5300	25 County Dispatch		\$28,105	\$41,182	\$42,000	\$42,000	\$42,000
5340	1 Telephone	\$1,925	\$3,378	\$3,444	\$3,500	\$2,244	\$2,244
5340	2 Postage	\$329	\$131	\$369	\$200	\$500	\$400
5340	3 Printing	\$280	\$220	\$190	\$300	\$500	\$250
5340	4 Advertising	\$170		\$75	\$0	\$400	\$250
5420	0 Office Supplies	\$1,569	\$1,965	\$1,546	\$2,000	\$2,500	\$2,250
5430	Repair/Maint Supplies	\$4,836	\$6,463	\$5,399	\$7,000	\$6,500	\$6,500
5480	1 Gasoline/Diesel	\$13,515	\$18,483	\$20,622	\$20,000	\$23,500	\$23,500
5490	Food Supplies	\$71	\$352	\$1,387	\$400	\$500	\$500
5500	Medical Supplies	\$21,973	\$22,645	\$22,265	\$23,000	\$25,000	\$25,000
5580	Field Supplies	\$2,061	\$3,472	\$5,764	\$3,500	\$5,500	\$5,500
5580	1 Uniforms	\$3,096	\$1,788	\$4,596	\$2,000	\$4,200	\$4,200
5580	10 Training Supplies		\$1,482	\$582	\$1,000	\$1,000	\$1,000
5710	Travel	\$1,828	\$2,712	\$5,487	\$3,000	\$5,900	\$5,900
5710	1 Meals/Lodging	\$308	\$1,017	\$1,115	\$1,500	\$1,740	\$1,740
5730	Dues/Memberships	\$1,951	\$2,055	\$2,011	\$2,100	\$2,250	\$2,250
5731	Licenses/Permits/Fees	\$2,072	\$2,318	\$1,589	\$2,300	\$1,700	\$1,700
5780	Unclassified Items	\$289	\$545	\$280	\$500	\$810	\$810
5850	Equipment	\$4,257	\$8,027	\$10,263	\$10,000	\$15,000	\$13,400
5961	0 Transfer to Other Fund			\$2,383	\$0	\$0	\$0
	Subtotal Expenses	\$101,465	\$167,103	\$191,341	\$184,900	\$211,861	\$202,511
	Total 220	\$924,546	\$1,053,931	\$1,233,698	\$1,150,996	\$1,249,718	\$1,229,131

417		FY 11	FY 12	FY 13	FY 14	FY 15	FY 15
DPW Facilities		Actual	Actual	Actual	Budget	Projection	TA Budget
5210	1 Electricity	\$98,264	\$87,858	\$80,734	\$90,000	\$90,000	\$90,000
5210	3 Propane Gas	\$30,025	\$18,806	\$25,925	\$20,000	\$25,000	\$25,000
5210	4 Fuel Oil	\$26,486	\$27,582	\$30,877	\$30,000	\$30,000	\$30,000
5240	Repair/Maint Services	\$13,708	\$1,746	\$4,897	\$0	\$5,000	\$5,000
5290	3 Purrfect Cleaning Comfort Stations	\$16,339	\$18,928	\$4,541	\$18,000	\$18,000	\$18,000
5290	4 Purrfect Cleaning COA	\$15,600	\$15,650	\$15,100	\$15,600	\$15,600	\$15,600
5290	5 Jani-King Cleaning			\$11,559	\$0	\$0	\$0
5300	Contract Services	\$78,587	\$108,626	\$99,608	\$88,000	\$95,000	\$95,000
5300	71 Portable Toilets Ma Frazier			\$0	\$0	\$0	\$0
5340	1 Telephone	\$1,944	\$2,617	\$3,481	\$2,000	\$2,000	\$2,000
5430	Repair/Maint Supplies	\$10,978	\$10,881	\$19,359	\$11,000	\$15,000	\$15,000
5450	Custodial Supplies	\$13,012	\$8,755	\$10,121	\$9,000	\$9,000	\$9,000
5460	Grounds Keeping Supplies	\$6,566	\$3,731	\$8,219	\$6,000	\$6,000	\$6,000
5500	Medical Supplies	\$176	\$98	\$349	\$0	\$0	\$0
5580	Other Supplies	\$454	\$784	\$175	\$800	\$800	\$800
5731	Licenses/Permits/Fees		\$110	\$95	\$200	\$200	\$200
5732	Municipal Water System Use		\$6,502	\$7,369	\$6,500	\$7,000	\$7,000
5916	Trans to Other Fund			\$2,707	\$0	\$0	\$0
	Subtotal Expenses	\$312,139	\$312,674	\$325,116	\$297,100	\$318,600	\$318,600
	Total 417	\$312,139	\$312,674	\$325,116	\$297,100	\$318,600	\$318,600

420	DPW Operations	FY 11	FY 12	FY 13	FY 14	FY 15	FY 15
		Actual	Actual	Actual	Budget	Projection	TA Budget
5110	Salaries/Wages Full Time MV	\$87,896	\$87,897	\$89,655	\$89,655	\$92,345	\$92,345
5110	Salaries/Wages Full Time DCS	\$51,114	\$52,137	\$52,978	\$53,181	\$53,181	\$53,181
5110	Salaries/Wages Full Time SE	\$50,592	\$51,594	\$52,437	\$52,638	\$52,638	\$0
5110	Salaries/Wages Full Time CP	\$42,825	\$43,681	\$44,387	\$44,558	\$44,558	\$44,558
5110	Salaries/Wages Full Time KB	\$46,312	\$47,231	\$48,006	\$48,191	\$48,191	\$48,191
5110	Salaries/Wages Full Time RW	\$41,593	\$42,428	\$43,098	\$43,263	\$43,263	\$43,263
5110	Salaries/Wages Full Time JPF	\$41,583	\$42,428	\$43,098	\$43,263	\$43,263	\$43,263
5110	Salaries/Wages Full Time JP	\$39,254	\$40,048	\$40,685	\$40,841	\$40,841	\$40,841
5110	Salaries/Wages Full Time WS	\$46,312	\$47,231	\$48,006	\$48,191	\$48,191	\$48,191
5110	Salaries/Wages Full Time PL	\$66,565	\$68,562	\$70,619	\$72,837	\$74,920	\$74,920
5110	Salaries/Wages Full Time JD	\$44,955	\$45,852	\$29,926	\$46,771	\$0	\$0
5110	Salaries/Wages Full Time RS	\$38,064	\$38,230	\$39,458	\$39,609	\$39,609	\$39,609
5110	Salaries/Wages Full Time PW	\$45,153	\$54,715	\$56,202	\$56,418	\$56,418	\$56,418
5110	Salaries/Wages Full Time JL			\$15,656	\$43,000	\$43,351	\$43,351
5110	Salaries/Wages Full Time						\$39,609
5115	Salaries/Wages Seasonal	\$37,986	\$41,250	\$38,797	\$48,540	\$48,540	\$48,540
5130	Overtime	\$16,602	\$21,603	\$33,566	\$28,000	\$34,000	\$34,000
5135	Double Time	\$5,321	\$6,016	\$1,635	\$6,000	\$0	\$0
5141	Week End Differential	\$3,210	\$3,400	\$3,535	\$3,400	\$3,600	\$3,600
5143	Holiday	\$3,616	\$4,161	\$3,243	\$3,000	\$3,300	\$3,300
5144	Longevity	\$7,850	\$7,900	\$7,930	\$8,830	\$8,930	\$8,930
5170	Health Insurance	\$2,472	\$4,767	\$4,867	\$0	\$0	\$0
	Subtotal Salaries/Wages	\$719,275	\$751,132	\$767,784	\$820,186	\$779,139	\$809,719

		FY 11	FY 12	FY 13	FY 14	FY 15	FY 15
		Actual	Actual	Actual	Budget	Projection	TA Budget
420	DPW Operations						
5240	3 Repair/Maint Vehicles	\$26,368	\$20,699	\$26,227	\$50,000	\$40,000	\$40,000
5240	4 Repair/Maint Fire Dept Vehicles		\$3,408	\$10,375	\$0	\$10,000	\$10,000
5290	5 Service Contract Copier	\$470		\$0	\$500	\$500	\$500
5300	Contract Services	\$19,236	\$14,820	\$11,027	\$30,000	\$20,000	\$20,000
5300	10 Medical Services	\$185		\$0	\$300	\$300	\$300
5300	17 Admin Services		\$425	\$0	\$425	\$425	\$425
5300	20 Seminars/Training	\$230	\$520	\$1,300	\$500	\$500	\$500
5302	1 Office Support	\$16,192	\$43,534	\$0	\$0	\$0	\$0
5340	1 Telephone	\$2,887	\$4,100	\$2,765	\$1,900	\$1,900	\$1,900
5340	2 Postage	\$74	\$9	\$141	\$50	\$50	\$50
5340	4 Advertising	\$17	\$12	\$1,015	\$50	\$500	\$500
5420	Office Supplies	\$2,040	\$1,838	\$4,268	\$1,400	\$1,400	\$1,400
5430	Repair/Maint Supplies	\$11,936	\$4,885	\$20,209	\$10,000	\$15,000	\$15,000
5460	Grounds Keeping Supplies	\$2,077	\$3,956	\$3,718	\$1,500	\$2,500	\$2,500
5480	Vehicle Supplies	\$37,401	\$40,543	\$23,137	\$33,450	\$28,000	\$28,000
5480	1 Gasoline	\$3,854	\$6,944	\$7,084	\$7,000	\$7,000	\$7,000
5490	Food Supplies	\$27		\$0	\$0	\$0	\$0
5500	Medical Supplies	\$460		\$125	\$200	\$200	\$200
5580	Other Supplies			\$250	\$0	\$0	\$0
5580	1 Uniforms	\$3,552	\$6,582	\$11,397	\$4,180	\$7,000	\$7,000
5710	Travel	\$218	\$171	\$57	\$100	\$100	\$100
5710	1 Meals/Lodging	\$149	\$300	\$0	\$200	\$200	\$200
5730	Dues/Memberships	\$868	\$961	\$115	\$500	\$500	\$500
5731	Licenses/Permits/Fees	\$426	\$397	\$460	\$400	\$400	\$400
5850	Small Equipment	\$156	\$2,785	\$4,481	\$4,900	\$4,900	\$4,900
5851	49 Cemetery Maintenance	\$198		\$0	\$500	\$500	\$500
	Subtotal Expenses	\$129,021	\$156,888	\$128,151	\$148,055	\$141,875	\$141,875
	Total 420	\$848,296	\$908,020	\$895,935	\$968,241	\$921,014	\$951,594

422	General Highway	FY 11	FY 12	FY 13	FY 14	FY 15	FY 15
		Actual	Actual	Actual	Budget	Projection	TA Budget
5240	3 Repair/Maint Vehicles	\$744	\$2,941	\$0	\$0	\$0	\$0
5300	Contract Services	\$25,474	\$30,471	\$18,621	\$72,400	\$72,400	\$72,400
5301	5 Infrastructure Maint			\$16,275	\$20,000	\$20,000	\$20,000
5430	Repair/Maint Supplies	\$3,915	\$1,628	\$11,998	\$5,000	\$5,000	\$5,000
5480	Vehicle Supplies	\$5,276	\$5,929	\$8,060	\$0	\$0	\$0
5530	Public Works Supplies	\$14,420	\$21,467	\$16,380	\$18,000	\$17,000	\$17,000
5580	Other Supplies		\$643	\$886	\$0	\$500	\$500
	Subtotal Expenses	\$49,829	\$63,080	\$72,220	\$115,400	\$114,900	\$114,400
	Total 422	\$49,829	\$63,080	\$72,220	\$115,400	\$114,900	\$114,400

423	Snow Removal	FY 11	FY 12	FY 13	FY 14	FY 15	FY 15
		Actual	Actual	Actual	Budget	Projection	TA Budget
5130	Salaries/Wages Overtime	\$27,771	\$13,774	\$37,978	\$33,000	\$33,000	\$33,000
5135	Double Time	\$13,176	\$8,962	\$25,822	\$0	\$0	\$0
	Subtotal Salaries/Wages	\$40,947	\$22,736	\$63,800	\$33,000	\$33,000	\$33,000
5300	Contract Services	\$20,722	\$5,865	\$35,407	\$34,000	\$34,000	\$34,000
5480	Vehicle Supplies	\$3,358	\$7,416	\$17,045	\$3,000	\$3,000	\$3,000
5490	Food Supplies	\$328	\$21	\$451	\$300	\$300	\$300
5530	3 Salt/Deicer	\$54,048	\$15,990	\$34,082	\$23,000	\$23,000	\$23,000
	Subtotal Expenses	\$78,456	\$29,291	\$86,985	\$60,300	\$60,300	\$60,300
	Total 423	\$119,403	\$52,027	\$150,785	\$93,300	\$93,300	\$93,300

424	Streetlights	FY 11	FY 12	FY 13	FY 14	FY 15	FY 15
		Actual	Actual	Actual	Budget	Projection	TA Budget
5210	Streetlighting	\$19,028	\$17,673	\$16,523	\$18,000	\$18,000	\$18,000
5300	Contract Services	\$3,283	\$3,473	\$3,283	\$3,500	\$3,600	\$3,600
	Subtotal Expenses	\$22,311	\$21,146	\$19,806	\$21,500	\$21,600	\$21,600
	Total 424	\$22,311	\$21,146	\$19,806	\$21,500	\$21,600	\$21,600

433	DPW Transfer Station	FY 11	FY 12	FY 13	FY 14	FY 15	FY 15
		Actual	Actual	Actual	Budget	Projection	TA Budget
5240	Repair/Maint Services	\$5,550	\$13,785	\$1,399	\$0	\$0	\$0
5240	3 Repair/Maint Vehicles	\$101,100	\$105,450	\$96,538	\$110,000	\$10,000	\$10,000
5300	Contract Services	\$20,120	\$23,600	\$15,514	\$14,000	\$114,200	\$114,200
5301	Landfill Monitoring			\$0	\$6,000	\$14,000	\$14,000
5301	8 Amnesty Day		\$5,549	\$0	\$6,000	\$6,000	\$6,000
5340	1 Telephone	\$241	\$330	\$330	\$0	\$200	\$200
5340	2 Postage	\$71	\$122	\$54	\$150	\$150	\$150
5340	3 Printing	\$325	\$177	\$0	\$0	\$0	\$0
5420	Office Supplies	\$884	\$2,657	\$795	\$1,000	\$1,000	\$1,000
5430	Repair/Maint Supplies	\$9,065	\$6,879	\$2,836	\$7,000	\$6,000	\$6,000
5450	Custodial Supplies	\$434	\$503	\$176	\$500	\$500	\$500
5480	Vehicle Supplies	\$11,523	\$18,984	\$6,221	\$20,000	\$8,000	\$8,000
5480	1 Gasoline/Diesel	\$49,978	\$56,339	\$14,371	\$0	\$0	\$0
5480	3 Diesel			\$51,508	\$65,000	\$65,000	\$65,000
5500	Medical Supplies	\$545		\$458	\$0	\$300	\$300
5530	Public Works Supplies	\$9,108	\$9,078	\$128	\$9,000	\$5,000	\$5,000
5580	Other Supplies	\$5		\$2,227	\$35,000	\$35,000	\$35,000
5580	6 Recycling Bins			\$1,735	\$0	\$2,400	\$2,400
5731	Licenses/Permits/Fees	\$185	\$320	\$100	\$300	\$300	\$300
5850	Small Equipment	\$221		\$236	\$0	\$0	\$0
	Subtotal Expenses	\$209,355	\$243,771	\$206,128	\$267,950	\$268,050	\$268,050
	Total 433	\$209,355	\$243,771	\$206,128	\$267,950	\$268,050	\$268,050
	Subtotal Expenses	\$501,295	\$588,479	\$508,945	\$693,850	\$679,950	\$679,950
	Total 433	\$501,295	\$588,479	\$508,945	\$693,850	\$679,950	\$679,950

		FY 12	FY 13	FY 14	FY 15	FY 15
		Actual	Actual	Budget	Projection	TA Budget
Marina Expenses						
Operating Expenses						
5110	Salaries/Wages Fulltime MF	\$65,605	\$67,983	\$68,006	\$68,006	\$68,006
5110	4 Salaries/Wages Fulltime LC	\$44,803	\$46,773	\$46,792	\$46,792	\$46,792
5115	Salaries/Wages Seasonal	\$44,856	\$50,000	\$50,000	\$50,000	\$50,000
5130	Overtime	\$2,400	\$2,000	\$2,000	\$2,400	\$2,400
5141	Weekend Differential	\$1,245	\$700	\$700	\$1,300	\$1,300
5143	Holiday	\$1,455	\$2,000	\$2,000	\$1,500	\$1,500
5144	Longevity	\$1,270	\$680	\$720	\$720	\$720
	Subtotal Salaries/Wages	\$161,632	\$170,136	\$170,218	\$170,718	\$170,718
5210	1 Electricity	\$7,710	\$10,000	\$8,000	\$8,000	\$8,000
5210	4 Fuel Oil	\$721	\$1,000	\$1,000	\$1,000	\$1,000
5240	Repair/Maint Services	\$4,121	\$5,000	\$5,000	\$5,000	\$5,000
5290	5 Service Contract Copier		\$300	\$300	\$300	\$300
5300	Contract Services	\$9,297	\$8,000	\$9,400	\$9,400	\$9,400
5300	5 Legal Services	\$5,239	\$5,000	\$5,000	\$5,000	\$5,000
5300	10 Medical Services		\$100	\$0		
5300	20 Seminars/Training	\$50	\$200	\$100	\$100	\$100
5340	1 Telephone	\$1,552	\$2,000	\$1,600	\$1,600	\$1,600
5340	2 Postage	\$580	\$700	\$700	\$700	\$700
5340	3 Printing	\$75	\$500	\$200	\$200	\$200
5340	4 Advertising	\$210	\$500	\$300	\$300	\$300
5420	Office Supplies	\$2,029	\$2,000	\$2,000	\$2,000	\$2,000
5430	Repair/Maint Supplies	\$4,741	\$4,000	\$4,000	\$5,000	\$5,000
5480	Vehicle Supplies	\$1,565	\$1,000	\$1,000	\$1,000	\$1,000
5480	1 Gasoline/Diesel	\$2,428	\$2,000	\$2,500	\$2,500	\$2,500
5480	2 Gasoline/Diesel Resale	\$199,511	\$200,000	\$225,000	\$225,000	\$225,000
5500	Medical Supplies		\$200	\$0	\$0	\$0
5580	Other Supplies	\$2,030	\$1,000	\$1,000	\$1,000	\$1,000
5580	1 Uniforms	\$1,908	\$800	\$1,000	\$1,000	\$1,000
5710	Travel	\$3				
5730	Dues/Subscriptions/License	\$440	\$500	\$500	\$500	\$500
5731	Credit Card Fees	\$6,535	\$5,000	\$5,000	\$7,000	\$7,000
5850	Equipment	\$1,871	\$1,000	\$1,000	\$1,000	\$1,000
	Subtotal Expenses	\$252,615	\$250,800	\$274,600	\$277,600	\$277,600
	Total Marina Operating	\$414,247	\$420,936	\$444,818	\$448,318	\$448,318

Marina	FY 12	FY 13	FY 14	FY 15	FY 15
	Actual	Actual	Budget	Projection	TA Budget
General Fund Costs					
5960 1 Health/Life Insurance	\$18,689	\$32,898	\$33,000	\$33,000	\$33,000
5960 2 Pension	\$8,772	\$9,087	\$9,000	\$9,000	\$9,000
5960 3 Shared Employees	\$13,634	\$9,208	\$9,200	\$9,200	\$9,200
5960 5 Bldg/Liability Insurance	\$3,528	\$4,096	\$4,100	\$4,100	\$4,100
Subtotal General Fund Costs	\$44,623	\$55,289	\$55,300	\$55,300	\$55,300
Operating/Capital					
5300 7 Engineering	\$1,200	\$10,000	\$20,000	\$10,000	\$10,000
5925 9 Capital Outlay			\$0	\$10,000	\$10,000
5911 1 Marina Rehab Principal	\$105,000	\$105,000	\$100,000	\$100,000	\$100,000
5911 2 Marina Paving Principal	\$150,000	\$150,000	\$0	\$0	\$0
5926 1 Marina Rehab Interest	\$71,450	\$67,513	\$63,575	\$59,575	\$59,575
5926 2 Marina Rehab Interest	\$11,250	\$5,625	\$0	\$0	\$0
Subtotal Operating/Capital	\$338,900	\$338,138	\$183,575	\$179,575	\$179,575
Marina Advisory Committee					
5300 Contract Services	\$0	\$100	\$100	\$100	\$100
Total Marina Operating Budget	\$797,770	\$814,463	\$683,793	\$683,293	\$683,293
Marina Reserve					
5805 Marina Reserve Fund	\$1,809	\$50,000	\$35,000	\$40,000	\$40,000
Total Marina Enterprise Fund	\$799,580	\$864,363	\$718,693	\$723,193	\$723,193
Revenue					
Moorings/Slip Leases	\$433,785	\$424,000	\$423,570	\$435,000	\$435,000
Sale of Gas/Diesel	\$240,994	\$230,000	\$250,000	\$210,000	\$210,000
Beach Sticker Bldg Rental	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
Waterways Fund Transfer	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
Clean Vessel Act Grant	\$8,448	\$8,448	\$8,448	\$8,500	\$8,500
Investment Income	\$3,635	\$4,476	\$4,000	\$2,095	\$2,095
Total Operating Revenues	\$701,862	\$681,924	\$701,018	\$670,595	\$670,595
Use of Retained Earnings	\$97,718	\$182,439	\$17,675	\$52,598	\$52,598
Total	\$799,580	\$864,363	\$718,693	\$723,193	\$723,193

		FY 12	FY 13	FY 13	FY 14	FY 15	FY 15
		Actual	Budget	Actual	Budget	Dept Req	TA Req
Water Dept. Expenses							
Water Commissioners							
5300	Contract Services	\$0	\$500		\$515	\$0	\$0
Municipal Water System							
5110	S/W Part Time MR		\$3,822	\$2,414	3911	\$4,048	\$4,048
	S/W Part Time MM	\$18,660	\$20,748	\$22,145	\$22,464	\$50,000	\$35,000
	Total Salaries/Wage	\$18,660	\$24,570	\$24,559	\$26,375	\$54,048	\$39,048
5210	1 Electricity	\$6,766	\$9,000	\$6,323	\$7,725	\$7,950	\$7,950
5210	3 Propane Gas	\$661	\$2,000	\$0	\$1,030	\$0	\$0
5300	Contract Services	\$3,123	\$3,500	\$1,833	\$10,000	\$5,000	\$5,000
5300	5 Legal Services	\$2,193	\$4,000	\$731	\$4,120	\$2,000	\$2,000
5300	17 Admin Services	\$6,644	\$0	\$0	\$0	\$0	\$0
5300	34 Abrahams Group						
5300	71 Whitewater Other	\$8,750	\$12,000	\$0	\$0	\$0	\$0
5300	72 Whitewater Other						
5300	73 Whitewater Contingency	\$2,922	\$25,000	\$4,330	\$25,000	\$25,000	\$25,000
5300	74 Whitewater Contract	\$107,495	\$115,000	\$70,249	\$74,160	\$76,385	\$76,385
5300	75 Environmental Partners	\$14,490	\$5,000	\$1,655	\$10,300	\$3,000	\$3,000
5340	1 Telephone	\$693	\$1,000	\$785	\$1,030	\$1,060	\$1,060
5340	2 Postage	\$826	\$1,000	\$360	\$1,030	\$1,060	\$1,060
5340	4 Advertising	\$508	\$3,500	\$98	\$2,060	\$2,000	\$2,000
5420	Office Supplies	\$716	\$1,500	\$1,260	\$1,545	\$1,500	\$1,500
5430	Repair/Maint Supplies	\$4,981	\$5,000	\$6,437	\$9,270	\$9,500	\$9,500
5781	Fees/Other Charges		\$0	\$138	\$0	\$0	\$0
5960	5 Insurance Premium		\$6,000	\$0	\$6,180	\$2,000	\$2,000
5960	3 Shared Employees	\$0	\$5,000	\$0	\$0	\$0	\$0
	Subtotal Expenses	\$160,769	\$198,500	\$94,199	\$153,450	\$136,455	\$136,455
	Total Operating Expense	\$179,429	\$223,570	\$118,758	\$180,340	\$190,503	\$175,503

Water		FY 12	FY 13	FY 13	FY 14	FY 15	FY 15
Debt Service		Actual	Budget	Actual	Budget	Dept Req	TA Req
5910	45 Boy Scout Wellfield						
5910	46 Water Main Design		\$25,000				
5910	99 Water System Construction		\$24,934				
Phase II Short Term						\$10,000	\$10,000
5915	45 Boy Scout Wellfield						
5915	46 Water Main Design		\$938				
5915	99 Phase I Construction		\$34,482	\$59,614	\$59,415	\$59,415	\$59,415
Total Debt Services		\$113,329	\$85,354	\$59,614	\$59,415	\$69,415	\$69,415
Total Water Expenses		\$292,758	\$308,924	\$178,372	\$239,755	\$259,918	\$244,918
Water Dept Revenue		FY 12 Actual	FY 13 Budget	FY 13 Actual	FY 14 Budget	FY 15 Dept Req	FY 15 TA Req
Water User Charges			\$66,000	\$63,032	\$58,625	\$82,300	\$82,300
Connection Fees - Current			\$146,805	\$38,460	\$15,000	\$45,630	\$45,630
Connection Fees - Deferred			\$47,000	\$60,616	\$71,750	\$77,312	\$77,312
Interest Income			\$500	\$105			
Other			\$3,000			\$0	\$0
Total Operating Revenues			\$263,305	\$162,212	\$153,375	\$205,242	\$205,242
From/To Water Fund Balance			\$50,619			-\$54,676	-\$39,676
From General Fund					\$86,400	\$0	\$0
Total Water Dept. Revenue		\$189,086	\$313,924		\$239,775	\$150,566	\$165,566
Fund Balance		\$40,288		\$57,069		\$2,393	\$17,393



TOWN OF WELFLEET

300 MAIN STREET WELFLEET 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 Change Orders
Date: January 23, 2014

There are two potential change orders under consideration for the water system expansion. Previously, change order #1 was executed adding bid alternate A (water on private ways).

I recommend approval of proposed change order #2. I do not recommend approval of proposed change order #3.

Proposed change order #2. This is for the replacement of a failed culvert under Chequessett Neck Road. This requirement was added by the Conservation Commission in its September 5, 2013 order of conditions approving the project. The order was included as an attachment to the IFB, but no pricing was requested. The price proposal submitted by the contractor (R. B. Our) was \$23,740.59. Because this appeared to me to be a separate procurement I requested EPG solicit price quotes from additional contractors. Requests were sent to four contractors and two responded. Both quotes are significantly higher than the contractor's price. Because the additional work cost is less than \$25,000 we can award the work based on competitive quotes. Including this change order will result in a revised project budget as follows:

Project budget		\$1,500,000
Bid award and change order #1	\$1,209,788	
EPG	\$215,800	
Change order #2	\$23,741	
Legal (estimated)	<u>\$5,000</u>	
Committed to date:		<u>\$1,454,329</u>
Uncommitted funds		\$45,671

Proposed change order #3 would extend water down Hiller Ave beyond Summit Street and would potentially service eight additional residences. Estimated cost is \$44,700. While this addition has merit, the uncommitted project budget would be reduced to just \$259.00. I do not consider it prudent to reduce the project budget to essentially zero.



December 12, 2013

Project: Water System Expansion - Contract 3

Engineer: Environmental Partners Group
 1900 Crown Colony Drive
 Suite 402
 Quincy MA-02169

Proposed Change Order Request: RFC 001: Replacement of Collapsed Culvert on Chequesett Neck Road.

1. Labor:		
Laborer	2(24 hrs x 49.25)	\$ 2,364.00
Operator	24 hrs x 64.67	\$ 1,552.08
Driver	24 hrs x 47.43	\$ 1,138.32
2. Direct Labor Costs:		
Laborer	2,364.00 x 38.08%	\$ 900.21
Operator	1,552.08 x 36.65%	\$ 568.84
Driver	1,138.32 x 39.06%	\$ 444.63
3. Machines:		
Excavator	24 hrs x 100.00	\$ 2,400.00
10/W Truck	24 hrs x 75.00	\$ 1,800.00
Road Plates	4 ea x 125.00	\$ 500.00
Pumps		\$ 500.00
4. Material :		
1-1/2 " Stone	24 Ton x 27.00	\$ 648.00
Rip Rap	15 Ton x 28.50	\$ 427.50
24 " DI Pipe	54 LF x 89.75	\$ 4,846.50
Fabric	1 Roll x 350.00	\$ 350.00
5. Subcontractor:		
R&R 40 FT of Guardrail		\$1,500.00
Subtotal G.C		\$ 18,440.08
20 % Overhead and Profit		<u>\$ 3,688.01</u>
		\$22,128.09
Subtotal Subcontractor (5)		\$1,500.00
7.5% Overhead and Profit		<u>\$ 112.50</u>
		\$ 1,612.50
Total	\$23,740.59	

Asphalt, unsuitable & Gravel to be paid by Item Unit as Measured in Place for both Temporary and Final

**P.O. Box 1493, 15 Diamond's Path
S. Dennis, MA 02660
Tel. Number: 508-398-1811
Fax Number: 508-398-1866
e-mail: brian@ccconstruction.net**

C. C. CONSTRUCTION, INC.

Transmittal

To: Paul Millett	From: Brian Cooney
Company: Environmental Partners Group, Inc.	Pages: 2
Fax: 1-617-657-0201	Date: January 16 th , 2014
Re: Consultant Agreement Signed	
<input type="checkbox"/> Urgent <input checked="" type="checkbox"/> For Review <input checked="" type="checkbox"/> Please Comment <input type="checkbox"/> Please Reply	

Paul,

Please see enclosed CC Construction, Inc. proposal for Chequesset Culvert Wellfleet, MA. Questions please do not hesitate to contact me.

Best Regards,

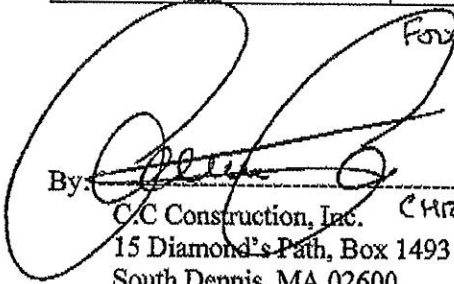
Brian Cooney
C.C. Construction, Inc.
Client/Vendor Manager
Cell (508) 400 3033
brian@ccconstruction.net

Memorandum

Estimated Quantities

ITEM	EST. QUANT.	PRICE	TOTAL
Unclassified Excavation	100 (cy)	\$.01 (cy)	\$ #1.00
Filter Fabric	35(sy)	\$ 27.00 (sy)	\$ 945.00
24" DIP pipe	54(lf)	\$ 574.00 (lf)	\$ 30,996.00
1 1/2" crushed stone	25(tons)	\$ 50.00 (ton)	\$ 1,250.00
Common fill	55(tons)	\$ 30.00 (ton)	\$ 1,650.00
Dense graded material for road base	20(tons)	\$ 39.00 (ton)	\$ 780.00
R&R of Guardrail	40(lf)	\$ 90.00 (lf)	\$ 3,600.00
6-ich Rip Rap	5(tons)	\$ 100.00 (ton)	\$ 500.00
Misc. restoration	1 (ea)	\$ 7,278.00 (ea)	\$ 7,278.00
TOTAL PRICE			\$ 47,008.00

Forty seven thousand dollars no cents

By:  _____
 C.C Construction, Inc. CHRISTOPHER W. COONEY.
 15 Diamond's Path, Box 1493
 South Dennis, MA 02600

Date: 01/16/14



268 Washington St E Bridgewater, MA 02333

Phone: (508) 690-2009 Fax: (508) 456-1305

Fax

To: PAUL MILLETT From: Stephen Trudeau

ERG

Fax: 617-657-0201 Date: 1/16/14

Phone: Pages: 3 w/ Cover

Re: PROPOSED REPLACEMENT CC:

OF COLLAPSED WLUVERT ON CHEQUESSETT NECK R.R.

- Urgent
- For Review
- Please Comment
- Please Reply
- Please Recycle

•Comments:

Paul,

Per your request, please see attach pricing for Wellfleet.

Thanks,

Steve Trudeau

Environmental Partners
GROUP

A partnership for engineering solutions

Memorandum

To: Bill Leonard- Aqualine Utility, Inc.

From: Paul C. Millett, P.E.
Project Manager

Cc: File

Date: January 14, 2014

Subject: Proposed Replacement of Collapsed Culvert on Chequessett Neck Road

Description of Work:

A buried culvert was found along Chequessett Neck Road during the installation of the 12" water main. The Town of Wellfleet is requesting pricing to excavate under the recently installed water main and support the main during the work. Work is described below and shown on the attached sketch:

1. The existing collapsed culvert is approximately 8 to 10 feet deep. The existing culvert shall be removed and disposed of properly.
2. The Contractor shall replace the old pipe with a new 24-inch DIP (Ductile Iron Pipe). Approximate length of pipe is 54 feet.
3. Excavation of old culvert shall include removal of all unsuitable material below the footprint of the proposed pipe and installation of a minimum of 12-inch layer of 1 1/2" crushed stone over filter fabric.
4. All excavation and culvert installation work shall occur in dry conditions. The Contractor shall be responsible to provide and install all support of excavation and adequate dewatering including all required erosion control measures and environmental protection to safely and effectively perform the work, and in accordance with the order of conditions (attached).
5. 6-inch Rip Rap material shall be provided at both ends of the pipe to prevent scour. Approximately 5 tons of Rip Rap will be required.
6. Work shall include restoration of any disturbed areas including temporary removal of the existing guardrail and re-installation upon completion of the culvert work.
7. Backfill material over the culvert shall be existing fill, provided it is suitable for backfill. The top 12 inches shall be dense graded material compacted in 6-inch lifts.
8. All work shall be subject to the State Wage Rates (attached).

Please provide a price using the attached form by 1:00 PM on Thursday 1/16/14. The completed form shall be faxed to Environmental Partners Group (EPG) to the attention of Paul C. Millett at 617-657-0201.

Performance Bonds and insurance are required for this work.

Schedule: Work shall be completed by March 1, 2014

Hyannis:
396 North Street, Hyannis, MA 02601
TL 508.568.5103 • FX 508.568.5125

Headquarters:
1900 Crown Colony Drive, Suite 402, Quincy, MA 02169
TL 617.657.0200 • FX 617.657.0201

Woburn:
18 Commerce Way, Suite 2000, Woburn, MA 01801
TL 781.281.2542 • FX 781.281.2543

www.envpartners.com

Memorandum

Estimated Quantities

ITEM	EST. QUANT.	PRICE	TOTAL
Unclassified Excavation	100 (cy)	\$ 0.01 (cy)	\$ 1.00
Filter Fabric	35(sy)	\$ 1.00 (sy)	\$ 35.00
24" DIP pipe	54(lf)	\$ 1,000.00 (lf)	\$ 54,000.00
1 1/2" crushed stone	25(tons)	\$ 20.00 (ton)	\$ 500.00
Common fill	55(tons)	\$ 12.00 (ton)	\$ 660.00
Dense graded material for road base	20(tons)	\$ 20.00 (ton)	\$ 400.00
R&R of Guardrail	40(lf)	\$ 10.00 (lf)	\$ 400.00
6-ich Rip Rap	5(tons)	\$ 30.00 (ton)	\$ 150.00
Misc. restoration	1 (ea)	\$ 16,000.00 (ea)	\$ 16,000.00
TOTAL PRICE			72,146.00

By: *William [Signature]*
 Aqualine Utility, Inc
 268 Washington Street
 E. Bridgewater, MA 02333

Date: 1/16/14

↑
 * Corrected



TOWN OF WELLFLEET

300 MAIN STREET WELLFLEET MASSACHUSETTS 02667

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

www.wellfleetma.org

January 28, 2014

Ms. Mandy Chesnutt
National Fish and Wildlife Foundation
1133 Fifteenth St., N.W., Suite 1100
Washington, D.C. 20005

Re: Hurricane Sandy Coastal Resiliency Competitive Grants Program:
Proposal entitled *Empowering Coastal Community Response to Climate Change*

Dear Ms. Chesnutt:

On behalf of the Town of Wellfleet, we strongly support and endorse the project proposed by the Center for Coastal Studies (CCS) that will provide critical science-based information to our coastal managers and first responders. This information will prepare our community and region to respond to storm inundation and rising sea levels and result in better management of our coastal resources.

The Town is eager to participate in the CCS project and provide information that will improve its utility. With increasing development pressure and climate change impacts on coastal resources, assistance in the form of better management practices for public safety, infrastructure protection, and natural resources stewardship will be invaluable. As with most Cape Cod communities, our local economy depends to a significant degree on tourism. This project will improve the management of the natural resources that draw tourists Wellfleet and Cape Cod in general. We hope this project receives funding so that our Town, its residents and the essential coastal resources will benefit from the completion of this study.

Sincerely,

Berta Bruinooge, Chair
On behalf of the Wellfleet Board of Selectmen



TOWN OF WELLFLEET

300 MAIN STREET WELLFLEET MASSACHUSETTS 02667

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

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January 28, 2014

Ms. Mandy Chesnutt
National Fish and Wildlife Foundation
1133 Fifteenth St., N.W., Suite 1100
Washington, D.C. 20005

RE: Hurricane Sandy Coastal Resiliency Competitive Grants Program:
Proposal from the Friends of Herring River

Dear Ms. Chesnutt:

The Town of Wellfleet strongly supports the proposal by Friends of Herring River for funding through the Hurricane Sandy Coastal Resiliency Grant for engineering design, construction and scientific monitoring to provide controlled tidal and storm flow in the 1000 acre Herring River Estuary on Cape Cod. The purpose of the Herring River Coastal Flood Plain Resiliency Initiative is to increase the resiliency of a 1,100-acre coastal flood plain on outer Cape Cod by restoring self-sustaining native coastal habitats and improve the community resiliency to coastal storms, climate change and sea level rise.

Extending from Wellfleet Harbor to the Town of Truro, the Herring River is one of the largest tidally restricted estuaries in New England. In 1909, construction of a dike at the mouth of the River eliminated tidal flow, drained the natural salt marshes, and transformed the estuary into one of Cape Cod's most degraded natural resources. For over four decades, researchers have studied the Herring River and have concluded that restoring the tidal flow into the estuary is vitally important.

Friends of Herring River partners with the Towns of Wellfleet and Truro and the Cape Cod National Seashore as well as other entities to provide project management, contracting and coordination activities for the restoration project. Funding from the Hurricane Sandy Coastal Resiliency Grant will provide for engineering, design and installation of two new culverts in the upper reaches of the Herring River watershed, which will restore natural stream, flow and improve fish passage in this portion of the watershed. The funding requested will also be applied to design of secondary dikes and control structures at two major tributaries that will enable a higher tidal range and thus a greater degree of restoration in the main Herring River basin while protecting flood prone private property in the community. These designs will be used to obtain the federal, state and local environmental permits needed for the project to proceed to construction. The requested funding will also support the monitoring of river herring and American eels and State-listed rare species to determine baseline conditions of their presence and help determine the barrier to fish passage created by the existing dike constructed in 1909.

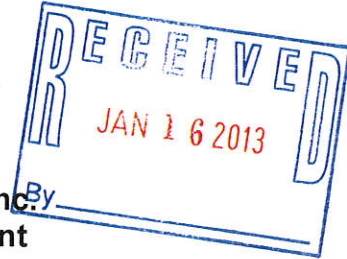
We strongly support the Friends of Herring River's application for funding through the through the Hurricane Sandy Coastal Resiliency Grant.

Sincerely,

Berta Bruinooge, Chair
On behalf of the Wellfleet Board of Selectmen



M e m o r a n d u m



To: Wellfleet Board of Selectmen
From: Alice Boyd, Bailey Boyd Associates, Inc.
Subject: Participation in FY14 Truro CDBG Grant
Date: January 15, 2014

The Town of Truro will be submitting an FY14 Community Development Block Grant applying for funding to continue the successful housing rehabilitation and childcare subsidies programs. The Truro Board has voted to once again invite the town of Wellfleet to participate.

This is a highly competitive grant application and there is no guarantee of funding. The Housing Rehab program will fund 24 households with a 0% interest deferred payment forgivable loan, making repairs of up to \$35,000 to keep low and moderate-income residents in their homes. Code repairs, weatherization and health and safety violations will be the priority of the program.

The childcare subsidy program will continue to provide assistance to local families, paying up to \$5,000 to childcare providers to subsidize care while parents work, go to school or seek employment.

This program is also an important economic catalyst as the majority of contractors and all of the childcare providers are local.

It is anticipated that Wellfleet residents will utilize 33% of the program funds.

If the town of Wellfleet would like to participate in the FY14 joint application, being submitted for just under \$1,000,000, please sign two copies of the attached DHCD Joint Authorization Form and return them to me in the stamped self-addressed envelope by Wednesday February 5, 2014.

As always, there is no cost to the town and enormous benefit to local residents, contractors and child care providers. I'd be glad to answer any questions that you may have.

Community Development Fund I 2014

Organization: Town of Truro

CDF I-2014-Truro-00027

Joint Application Authorization: Wellfleet

Municipality	Wellfleet
Contact Person:	
Name	Berta Bruinooge
Title	Chairman, BoS

Community Development Fund I 2014

Organization: Town of Truro

CDF I-2014-Truro-00027

Joint Application Authorization: Wellfleet

Municipality	Wellfleet
Contact Person:	
Name	Berta Bruinooge
Title	Chairman, BoS

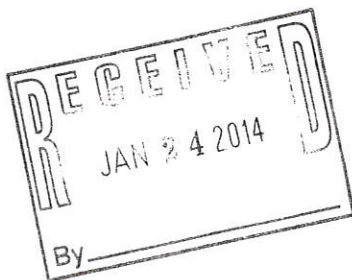
Jeanne Maclauchlan

From: Forrest Walker [fwalker123@gmail.com]
Sent: Wednesday, January 22, 2014 9:06 AM
To: Jeanne.maclauchlan@wellfleet-ma.gov
Cc: Katy Rodden
Subject: Noise Ordinance Extension Request

Hi Jeanne,

My fiancee and I will be getting married this summer, July 12th, at the Holden Inn. We are wondering if it would be possible to request an extension of the noise ordinance to 11pm with the understanding that things will be winding down at 10. It would be nice to play music (at a lower volume) while people filter out between 10pm and 11pm.

Thanks,
Forrest



DRAFT
MEMORANDUM OF AGREEMENT
BETWEEN
THE TOWN OF WELFLEET AND
THE WELFLEET PERMANENT FIREFIGHTERS ASSOCIATION,
I.A.F.F., LOCAL 4342

The Town of Wellfleet and the Wellfleet Permanent Firefighters Association, I.A.F.F., Local 4342, agree to adopt and extend their collective bargaining agreement with the following amendments, covering the period July 1, 2013 through June 30, 2016:

1. Article III Employee Rights and Representation Section 6": replace the term "Days" with "Calendar Days".
2. Article V Employment, Section 2. EMT Paramedic Certification: Add the following sentence:
"The Town at its discretion may hire new fire fighters who have attained an EMT-B certification rather than a Paramedic certification so long there are at least eight (8) members of the bargaining unit that are paramedics."
3. Article X (Employee Grievance Procedures): In Section A, Step 1, replace "fifteen (15) working days" with "fifteen (15) calendar days". Step 2, in first sentence, replace "ten (10) working days" with "ten (10) calendar days". In third and fourth sentences, replace "ten (10) working days" with "ten (10) calendar days." Step 3, in first sentence, replace "ten (10) working days" with "ten (10) calendar days". In second and third sentences, replace "ten (10) working days" with "ten (10) calendar days." Step 4, in first sentence, replace "ten (10) working days" with "ten (10) calendar days". In second sentence, replace "twenty-four (24) calendar days" with "thirty (30) calendar days".

In Section C, delete "Board of Conciliation and Arbitration".

In Section D, replace with the following: "If the Union fails to comply with any of the filing deadlines set forth in this article, its grievance shall be waived with prejudice. If the Town fails to comply with any of the response deadlines, it shall be considered a denial of the grievance and the Union may proceed to the next step of the grievance procedure. The filing deadlines may be extended by mutual agreement of the parties."

4. Article XI Hours of Work: Change to 1-2-1-4 schedule.

5. Article XI Hours of Work: Delete "four (4)" and replace with "two (2)" in the second to last sentence to read as follows:
 - a. "Further, time off will be allowed to be taken in two (2) hour increments."
6. Article XII, Section 1 (Overtime): Delete from the last sentence "with longevity and educational incentive payments being added to an employee's base pay for overtime calculation purposes," and add the following sentence to the end of section 1:
 - a. "Hourly rate of pay for overtime purposes will be calculated as follows: base pay (as set forth in appendix A section 5) + longevity + educational incentive payments/2190 hours. (2190 hours is the amount of hours that a fire fighter is regularly scheduled to work in a year (365 days /8 day work cycle = 45.63 work weeks x 2 days x 24 hours = 2190 hours))."
7. Article XII Overtime, Section 2. Compensatory Time: replace "or the Town Administrator" with "or his/her designee" in the second sentence to read as follows:
 - a. "Compensatory time off in lieu of overtime payments may be granted at a rate of one and one half (1.5) times the hours worked. Time off taken under this provision shall be subject to the approval of the Chief or his/her designee, or the Town administrator and shall be limited to times other than between June 15 and Labor Day."
8. Article XII Overtime, Section 3. Filling Shifts: Replace "Firefighter/Paramedic" with "Firefighter/Paramedic or Firefighter/EMT" and add the following to the last sentence "so long as the vacant shift is filled with a firefighter of equal or greater EMS certification."
9. Article XII Overtime, Section 5: Delete all previous text and replace with the following:
 - a. "When a request is made for additional personnel for any type of incident, excluding those listed below the group members whose normally assigned shift has ended may respond to the first request for calls on the immediately following shift. All available members will be eligible to meet the needs of the request for additional personnel on the second request. All available members may respond on the first request for a 2nd rescue, a code 99, priority one calls, AFA's, MVC's and mutual aid. Staffing of ambulance runs will be determined by the senior medical person on

scene. This provision will expire after one (1) year from the execution date of the contract unless the Town agrees to continue the new language. If the new language is rescinded, the contract will revert back to the prior language.”

10. Article XIV Vacation: Modify vacation schedule as follows for employees hired before March 1, 2011:

- a. For employees hired after 1995 and upon completion of continuous employment by the Town of twenty-five (25) fiscal years, employees shall be granted two hundred and eighty-eight (288) hours of vacation pay. Employees hired prior to 1995 will be granted two hundred and eighty-eight (288) hours of vacation pay upon completion of continuous employment by the Town of twenty years (20) fiscal years.

11. Article XIV Vacation: Add “or his/her designee” to the 3rd paragraph to read as follows:

- a. “Vacation leave shall not be cumulative from one year to another without consent in writing of the Chief or *his/her designee* and the Town Administrator for due cause.”

12. Article XIV Vacation: Add the following paragraph:

- a. “An employee eligible for 2 weeks (96 hours) or more of vacation time may elect in lieu of time off to be paid for up to two weeks of vacation time (96 hours).”

13. Article XVII (Maternity Leave): Delete last sentence in Article.

14. Article XX Bereavement Leave: Add “or his/her designee” and replace “four (4) regular work shifts” with (48) forty-eight hours to read as follows:

- a. “In the event of a death occurring in the immediate family of an employee he/she shall be granted bereavement leave without loss of pay up to a maximum of *(48) forty-eight hours*. For the purpose of this section, “immediate family” shall consist of a spouse, child or a stepchild, parents, step-parents, parents-in law, grandparents, grandchildren, brother, sister, step-brother, and step-sister. At the discretion of the Chief or *his/her designee* and the Town Administrator. An employee may be granted additional bereavement leave without loss of pay.”

15. Article XXI Personal Days: In the first sentence change the word "*calendar*" to "*fiscal*", and add the following line:
- a. "This change will take place starting July 1st of the second year of the contract. No personal day will be awarded under this article between January 2014 and June 2014 of that year."
16. Article XXV Clothing, Section 3. Protective Gear: Add "1 – Pair of Extrinsication Gloves"
17. Article XXVIII Section 2: Add the following to the first sentence: "credits earned in prior years in July of a new fiscal year" to read as follows:
- a. "The Town shall annually compensate full-time firefighters for credits earned in prior years in July of a new fiscal year with the following stipends for courses which are completed with a passing grade of C or better, and which are relevant to a Fire Science/EMS degree:"
18. Article XXXIII Wellness: Add the following to the end of the article:
- a. "The Town will make available at no cost to the employee annual testing for Hep A, Hep B, Hep C, HIV, Lyme's disease, and AIDS."
19. Create a new Article titled: "Personal Effects" with the following language:
- "The Town agrees to a maximum payout of up to \$250.00 for all reasonable requests to replace clothing and protective gear, eyeglasses, watches, and cell phones of a member of the bargaining unit which may be damaged or destroyed in the line of said employee's duty while on duty or while said employee may be responding to, or returning from, a call to duty."
20. Appendix A Wages Section 3. Out of Grade Pay: Add the following to the end of Section 3 :
- a. "If a firefighter is required to perform the duties of a fire officer while working a scheduled shift for a period of 2 hours or more they shall receive one extra hour of pay at their overtime rate for the first twelve hours and an additional extra hour at their overtime rate for each additional twelve hour period."
21. Appendix A Wages, Section 5 : Amend the salary schedules as follows: July 1, 2013 – 2%, July 1, 2014 – 2%, July 1, 2015 – 2%

22. Appendix A Wages, Add section 7 as follows. "Effective July 1, 2013, employees hired after January 1st, 2004 on their 4th anniversary they will receive a 2% increase to their base pay. (Not Retroactive)"


Unless otherwise specified, the effective date of all amendments set forth above shall be upon ratification by both parties of this memorandum of agreement. In accordance with G.L. c. 150E, § 7, all increases to cost items are subject to funding at the next annual Town Meeting.


SIGNED THIS _____ DAY OF _____, 2013.

BY:

Town of Wellfleet

**Wellfleet Permanent Firefighters Association, I.A.F.F.,
Local 4342**





Date: _____

Date: 1-21-14



TOWN OF WELFLEET

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: January 23, 2014

This report is for the period January 10, 2014 through January 22, 2014.

- 1 Proposed Town Administrator actions:
 - a. Transfer Dale Smith from DPW mechanic to DPW equipment operator and advertise for replacement mechanic.
- 2 FY 2014 budget. As of December 31st we had spent 53.07% of the operating budget. The excess over 50% is the result of seasonal wages such as recreation and beaches, paid during July and August which will not appear again until late June. Fire Dept. overtime is high due to a firefighter resignation and an injury on duty resulting in a significant number of shifts filled by overtime. Two January snow storms have resulted in deficit spending of the snow removal budget.
- 3 Mercury Recovery Program. The Town will receive a \$294 rebate from Covanta for our participation in the program. Credit goes to the transfer station staff for their work on this.
- 4 Outer Cape Health Services is proposing a significant enlargement and renovation of its Route 6 facility. A "pre filing" review meeting was held on January 17th with Outer Cape and department heads likely to become involved in the permitting process to identify regulatory issues and possible solutions.
- 5 Request for additional crosswalk on Main Street in the vicinity of Bank Street and Main Street. Met on January 15th with DPW Director, Police Chief and Mr. Barocas. DPW Director, Police Chief and I all have concerns that there are insufficient sight lines along Main Street for a safe crosswalk in that location. DPW Director is researching the cost of additional signage warning of pedestrians and a "rumble strip" to slow traffic entering town as an alternative (and will also get pricing on another rumble strip for the access from Route 6 to the South Wellfleet PO parking lot at the same time.) Next meeting, February 26, 2014.
- 6 Municipal broadband service. The County issued a revised RFP on December 23rd with responses due on January 13th.
- 7 208 Water Quality. Stakeholder's summit scheduled for February 6th in Hyannis. All Wellfleet participants are continuing to advocate the sustainable, low cost solution proposed by the Wastewater committee as the preferred alternative for Wellfleet.
- 8 Herring River Restoration. Next meeting January 28, 2014.
- 9 Public Works Projects:

- a. Water System Expansions. Construction has begun and is on schedule. Change order #2, for the installation of a culvert under Chequessett Neck Road, is on the 1/28/14 Selectmen's agenda.
 - b. Tennis Courts Reconstruction. CPA grant application presented to the CPC by the recreation director and myself on December 18th and is pending before the CPC.
 - c. Baker Field restrooms. Contract with architect in preparation.
 - d. Police Station. Seven responses received. Proposals have been transmitted to the Designer selection committee for this project for evaluation and ranking. Initial review on January 13th, next meeting February 10th.
 - e. Waterfront Needs Study & Shellfish Building. RFP for a study of waterfront space needs to include the harbormaster building, beach sticker building and shellfish building is in final stage of internal review before publication and posting. A December 13th mold study has revealed unacceptable levels of mold. On December 19th the shellfish department has been authorized to relocate to the beach sticker office pending a solution.
- 10 Other Procurement Projects:
- a. Wellfleet Cable TV Channel. Assigned to ATA King, two responses to the RFP received and will be evaluated.
 - b. Ambulance Replacement. Final vehicle specifications prepared by the Fire Department. Assigned to ATA King for procurement.
- 11 Personnel Matters:
- a. Administrative actions: None.
 - b. Current employment vacancies (Charter 5-3-2 (i)):
 - i. DPW. Two vacancies: equipment operator positions. Both have been advertised. Two other employees are on restricted duty due to injury.
 - ii. Building – Building Inspector is part time.
 - iii. 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.
 - iv. Fire and EMS. One vacancy due to a Firefighter/EMT resignation effective December 13th. Position has been advertised by fire dept.



Town of Wellfleet Committee Vacancies

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

Date: January 28, 2014

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: One application 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.