



Board of Selectmen

The Wellfleet Board of Selectmen will hold a public meeting on Tuesday, February 25, 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. Shellfish
 - a) Request to consider reinstating the commercial shellfish permit for Sebastian Frawley.
 - B. Liquor license
 - a) Application received January 23, 2014 from Rookies, Inc., dba Bob's Sub 'N Cone for a new Seasonal All Alcohol Restaurant License.
 - C. Change of manager
 - a) Request received February 25, 2014 from Wellfleet Marketplace, Inc. for a change of Manager from Paul J. Sousa to Robert Medeiros.
- III. Licenses/Appointments/Reappointments/Use of Town Property**
 - A. Licenses
 - a) Business license renewals: Marconi Beach Restaurant.
 - B. Appointments
 - a) Rachel McGrath – Full time Firefighter/Paramedic as of February 25, 2014.
 - b) Sheila Hoogeboom – Citizens Economic Development Committee for a one year term ending 6/30/15.
- IV. Business**
 - A. Award Baker's Field Restroom Designer Services contract
 - B. Approve 2014 Landfill Operation & Maintenance Services contract
 - C. Operating Budget health insurance and revenue estimate update
 - D. Approve FY2015 Operating and Marina Enterprise Fund Budgets
 - E. Approve FY2015 Capital Budget
 - F. Town Meeting Warrant – Article and Question Placement & Recommendations
 - G. TA Review
 - H. PAYT March 10 meeting agenda review
- V. Town Administrator's Report**
- VI. Future Concerns**
- VII. Correspondence and Vacancy Report**
- VIII. Minutes**
- IX. Adjournment**
- X. Executive Session**

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

 2. To discuss strategy with respect to collective bargaining with the Wellfleet Communications and Police Unions if an open meeting may have a detrimental effect on the bargaining position of the public body and the chair so declares.

RECEIVED

FEB - 6 2014

TOWN CLERK 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, February 15, 2014 at 7:15 p.m. in the Wellfleet Council on Aging to consider reinstating the commercial shellfish permit for Sebastian Frawley.

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

WELLFLEET BOARD OF SELECTMEN

September 10, 2014 BOS Meeting

Public Hearing 7:15 p.m.

Shellfish

Pilcher reviewed the rules of the public hearing and asked that a copy of Frawley's commercial shellfish permitⁱ be entered into the record. Shellfish Constable Andrew Koch reviewed his incident reportⁱⁱ which stated that Frawley had illegally harvested approximately 127 bags of oysters, worth about \$5,000-\$6,000 by Morrissey's calculations, over the winter months stored them in deep water on Randy and Chad Williams' grant so he would not be discovered. Koch recommended a one year suspension per sec. 11.7 of the Shellfish Regulations as he considers the nature of this offense 'egregious.' Frawley had experienced some medical issues and fell behind on propagation efforts, and he 'panicked' when he realized he would not make a sufficient income to support his family. Frawley admitted wrongdoing and absolved Randy and Chad Williams from responsibility saying that they had no knowledge of his illegal activities on their grant. William "Chopper" Young spoke on behalf of Frawley's character, saying that "I think he's an honorable kid" after relaying a story about Frawley helping to recover and return a cage of fully-grown oysters that had drifted off of Young's grant. The Selectmen commended Frawley for his honesty but concurred with Koch that the nature of the infraction was egregious and recommended upholding his recommendation. Houk thought that a year might be too long for a first-time offender and suggested a reduced suspension. Murphy recommended an eight month suspension and the Selectmen concurred.

Motion 14-0051: Murphy moved to enforce an eight month suspension of the commercial shellfish permit held by Sebastian Frawley. Pilcher seconded the motion and it passed 4-0.

ⁱ Sebastian Frawley commercial shellfish permit purchased Jan 9, 2013.

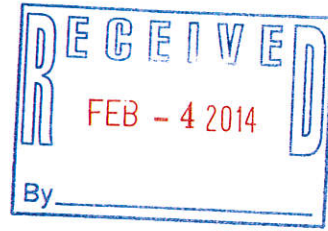
ⁱⁱ Andrew Koch incident report for Sebastian Frawley

To: The Wellfleet Board of Selectmen
Wellfleet, Ma 02667

date: 02.04.14

From: SEBASTIAN J. FRAWLEY
P.O. Box 1931
Wellfleet, Ma. 02667

re: shellfish license



To the Wellfleet Board of Selectmen

I want to apologize for the inconvenience I have caused this board of selectmen and I want to apologize to my fellow oystermen and women. My behavior went against all of my principles. I would also like to apologize to the Wellfleet Shellfish Constable, Andy Koch, and to his staff.

I am a Wellfleetian. I was raised in Wellfleet. I attended Wellfleet Elementary School, Nauset Middle School & I graduated from Nauset High School in 1988. I was serving as an EMT on the Wellfleet Fire Dept. when my son, Nemo, was born in 2003.

I apologize again for my behavior. It was behavior that was out of the norm for me. I made a series of bad decisions, I think, because I was going through extreme pressure in a family situation.

The stress of my family problems and the worry about providing for my son, Nemo, resulted in my having a heart attack and falling behind financially which ultimately led to my wrong doing which my psychiatrist describes as a bi-polar or manic depressive episode caused by stress upon stress. These are not excuses. I am responsible for my bad decisions.

I will not do it again.

I am asking the board to please reinstate my shellfish license.

I want to go back to work. I still need to provide for my family and I intend to do so within the law.

I hope that you will provide me with the opportunity to put this behind me and allow me to continue shellfishing.

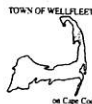
Thank you very much for your time and for your consideration.

Yours truly

SEBASTIAN J. FRAWLEY



Wellfleet Shellfish Department



300 Main Street, Wellfleet, Massachusetts 02667

February 18, 2014

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

In accordance with MGL Chapter 130 Sections 52, 57, 58, 60 and all applicable Town Shellfish Regulations, notice is hereby given that the Wellfleet Board of Selectmen will hold a public hearing on Tuesday, February 25, 2014 at 7:15 p.m. in the Wellfleet Council on Aging to consider reinstating the commercial shellfish permit for Sebastian Frawley.

- I recommend that Sebastian Frawley's commercial shellfish permit be reinstated.

Respectfully Submitted,

Andrew Koch
Shellfish Constable

Phone (508) 349-0325



Fax (508) 349-0305

TOWN OF WELLFLEET
PUBLIC HEARING

In accordance with M.G.L. Chapter 138, notice is hereby given that the Board of Selectmen will hold a public hearing on Tuesday, February 25, 2014 at 7:15 p.m. in the Wellfleet Council on Aging, 715 Old King's Highway, to consider the following:

- Application received January 23, 2014, from Rookies, Inc., dba Bob's Sub & Cone, 814 State Highway, Wellfleet, MA, Robert Nelson, Manager, for a new Seasonal All Alcohol Restaurant License.

WELLFLEET BOARD OF SELECTMEN

RECEIVED

FEB 19 2014

TOWN CLERK

APPLICATION FOR RETAIL ALCOHOLIC BEVERAGE LICENSE

City/Town

Wellfleet

1. LICENSEE INFORMATION:

A. Legal Name/Entity of Applicant:(Corporation, LLC or Individual) Bob's Sub N' Cone

B. Business Name (if different) : C. Manager of Record: Robert Nelson

D. ABCC License Number (for existing licenses only) :

E. Address of Licensed Premises: 814 State Highway Route 6 City/Town: South Wellfleet State: Ma Zip: 02663

F. Business Phone: (508) 349-6181 G. Cell Phone: (508) 873-8487

H. Email: bnelson796@aol.com I. Website: www.bobssubandcone.com

J. Mailing address (If different from E.): P.O. Box 206 City/Town: South Wellfleet State: Ma Zip: 02663

2. TRANSACTION:

- Transaction options: New License, New Officer/Director, Transfer of Stock, Issuance of Stock, Pledge of Stock, Transfer of License, New Stockholder, Management/Operating Agreement, Pledge of License.

The following transactions must be processed as new licenses:

- Additional transaction options: Seasonal to Annual, (6) Day to (7)-Day License, Wine & Malt to All Alcohol.

IMPORTANT ATTACHMENTS (1): The applicant must attach a vote of the entity authorizing all requested transactions, including the appointment of a Manager of Record or principal representative.

3. TYPE OF LICENSE:

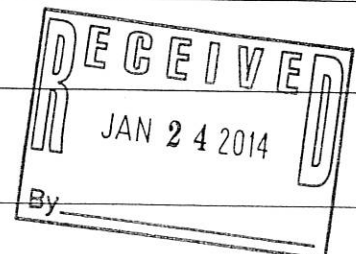
- License type options: \$12 Restaurant, \$12 Hotel, \$12 Club, \$12 Veterans Club, \$12 General On-Premises, \$12 Tavern (No Sundays), \$15 Package Store.

4. LICENSE CATEGORY:

- License category options: All Alcoholic Beverages, Wine & Malt Beverages Only, Wine or Malt Only, Wine & Malt Beverages with Cordials/Liqueurs Permit.

5. LICENSE CLASS:

- License class options: Annual, Seasonal.



6. CONTACT PERSON CONCERNING THIS APPLICATION (ATTORNEY IF APPLICABLE)

NAME: Robert Nelson
ADDRESS: 148 Gleason Ave
CITY/TOWN: East Brookfield STATE: Ma ZIP CODE: 01515
CONTACT PHONE NUMBER: (508) 873-8487 FAX NUMBER:
EMAIL: bnelson796@aol.com

7. DESCRIPTION OF PREMISES:

Please provide a complete description of the premises to be licensed. Please note that this must be identical to the description on the Form 43.

One floor, kitchen, two dining rooms, patio with 6 picnic tables.

Total Square Footage: 2548 Number of Entrances: 4 Number of Exits: 4
Occupancy Number: 85 Seating Capacity: 85

IMPORTANT ATTACHMENTS (2): The applicant must attach a floor plan with dimensions and square footage for each floor & room.

8. OCCUPANCY OF PREMISES:

By what right does the applicant have possession and/or legal occupancy of the premises? Own

IMPORTANT ATTACHMENTS (3): The applicant must submit a copy of the final lease or documents evidencing a legal right to occupy the premises.

Other:

Landlord is a(n): Individual Other:

Name: Carl Nelson Phone: (508) 885-5555

Address: 131 Drake St City/Town: East Brookfield State: Ma Zip: 01515

Initial Lease Term: Beginning Date 01/01/1982 Ending Date 01/01/2082

Renewal Term: none Options/Extensions at: 0 Years Each

Rent: \$0.00 Per Year Rent: \$0.00 Per Month

Do the terms of the lease or other arrangement require payments to the Landlord based on a percentage of the alcohol sales?
Yes No

IMPORTANT ATTACHMENTS (4):

- 1. If yes, the Landlord is deemed a person or entity with a financial or beneficial interest in this license. Each individual with an ownership interest with the Landlord must be disclosed in §10 and must submit a completed Personal Information Form attached to this application.
- 2. Entity formation documents for the Landlord entity must accompany the application to confirm the individuals disclosed.
- 3. If the principals of the applicant corporation or LLC have created a separate corporation or LLC to hold the real estate, the applicant must still provide a lease between the two entities.

RECEIVED
JAN 24 2014
By _____

TOWN OF WELLFLEET
PUBLIC NOTICE

In accordance with M.G.L. Chapter 138, notice is hereby given that the Wellfleet Board of Selectmen will hold a public hearing on Tuesday February 25, 2014 at 7:15 p.m. in the Wellfleet Council on Aging to consider the request from Wellfleet Marketplace, Inc. for a change of Manager from Paul J Sousa to Robert Medeiros.

WELLFLEET BOARD OF SELECTMEN



The Commonwealth of Massachusetts
 Alcoholic Beverages Control Commission
 239 Causeway Street
 Boston, MA 02114
www.mass.gov/abcc

PETITION FOR CHANGE OF LICENSE

13480022

ABCC License Number

WELLFLEET MA

City/Town

The licensee **WELLFLEET MARKETPLACE INC.** respectfully petitions the Licensing Authorities to approve the following transactions:

- Change of Manager
- Alteration of Premises
- Pledge of License/Stock
- Cordial & Liqueurs
- Change of Corporate Name/DBA
- Change of Location
- Change of License Type (\$12 ONLY, e.g. "club" to "restaurant")

Change of Manager

Last-Approved Manager: PAUL SOUSA

Requested New Manager: ROBERT MEDEIROS

Pledge of License /Stock

Loan Principal Amount: \$ Interest Rate:

Payment Term: Lender:

Change of Corporate Name/DBA

Last-Approved Corporate Name/DBA:

Requested New Corporate Name/DBA:

Change of License Type

Last-Approved License Type:

Requested New License Type:

Alteration of Premises: (must fill out attached financial information form)

Description of Alteration:

Change of Location: (must fill out attached financial information form)

Last-Approved Location:

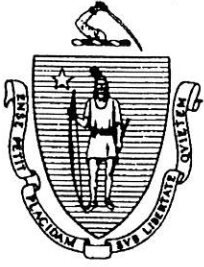
Requested New Location:

Signature of Licensee

Paul Sousa
 (If a Corporation/LC, by its authorized representative)

Date Signed

11/20/13



The Commonwealth of Massachusetts
 Alcoholic Beverages Control Commission
 239 Causeway Street
 Boston, MA 02114
 www.mass.gov/abcc

For Reconsideration

FORM 43
 MUST BE SIGNED BY LOCAL LICENSING AUTHORITY

134800017

ABCC License Number

Wellfleet

City/Town

02/25/2014

Local Approval Date

TRANSACTION TYPE (Please check all relevant transactions):

- | | | | |
|---|--|---|---|
| <input type="checkbox"/> New License | <input type="checkbox"/> New Officer/Director | <input type="checkbox"/> Pledge of License | <input type="checkbox"/> Change Corporate Name |
| <input type="checkbox"/> Transfer of License | <input type="checkbox"/> Change of Location | <input type="checkbox"/> Pledge of Stock | <input type="checkbox"/> Seasonal to Annual |
| <input checked="" type="checkbox"/> Change of Manager | <input type="checkbox"/> Alteration of Licensed Premises | <input type="checkbox"/> Transfer of Stock | <input type="checkbox"/> Change of License Type |
| <input type="checkbox"/> Cordials/Liqueurs Permit | <input type="checkbox"/> Issuance of Stock | <input type="checkbox"/> New Stockholder | <input type="checkbox"/> Other <input type="text"/> |
| <input type="checkbox"/> 6-Day to 7-Day License | <input type="checkbox"/> Management/Operating Agreement | <input type="checkbox"/> Wine & Malt to All Alcohol | |

Name of Licensee: Wellfleet Marketplace, Inc

EIN of Licensee: 201818246

D/B/A:

Manager: Robert Medeiros

ADDRESS: 295 Main Street

CITY/TOWN: Wellfleet

STATE: MA

ZIP CODE: 02667

Seasonal

Wine and Malt

Package Store

Annual or Seasonal

Category: (All Alcohol- Wine & Malt Wine, Malt & Cordials)

Type: (Restaurant, Club, Package Store, General On Premises, Etc.)

Complete Description of Licensed Premises:

Southerly side of Main Street, Wellfleet, one floor, two rooms and basement for storage.

Application Filed: Feb 3, 2014
 Date & Time

Advertised:
 Date & Attach Publication

Abutters Notified: Yes No

Licensee Contact Person for Transaction: Patricia Fontanarosa

Phone: 508-349-3156

ADDRESS: 295 Main Street

CITY/TOWN: Wellfleet

STATE: MA

ZIP CODE: 02667

Remarks: Change of Manager from Paul J Sousa to Robert Medeiros

The Local Licensing Authorities By:

Alcoholic Beverages Control Commission
 Ralph Sacramone
 Executive Director

ABCC Remarks:



The Commonwealth of Massachusetts
 Alcoholic Beverages Control Commission
 239 Causeway Street
 Boston, MA 02114
 www.mass.gov/abcc

For Reconsideration

FORM 43
 MUST BE SIGNED BY LOCAL LICENSING AUTHORITY

ABCC License Number: Wellfleet City/Town: Local Approval Date: 02/25/2014

TRANSACTION TYPE (Please check all relevant transactions):

- New License
- Transfer of License
- Change of Manager
- Cordials/Liqueurs Permit
- 6-Day to 7-Day License
- New Officer/Director
- Change of Location
- Alteration of Licensed Premises
- Issuance of Stock
- Management/Operating Agreement
- Pledge of License
- Pledge of Stock
- Transfer of Stock
- New Stockholder
- Wine & Malt to All Alcohol
- Change Corporate Name
- Seasonal to Annual
- Change of License Type
- Other

Name of Licensee: Bob's Sub N' Cone EIN of Licensee: 042518739
 D/B/A: Manager: Robert Nelson
 ADDRESS: 814 State Highway CITY/TOWN: Wellfleet STATE: MA ZIP CODE: 02667

Seasonal: All Alcohol: Restaurant:
 Annual or Seasonal: Category: (All Alcohol- Wine & Malt Wine, Malt & Cordials) Type: (Restaurant, Club, Package Store, General On Premises, Etc.)

Complete Description of Licensed Premises:
 One floor, kitchen, two dining rooms, patio with 6 picnic tables.

Application Filed: Jan 23, 2014 Date & Time: Advertiser: Feb 13, 2014 Date & Attach Publication: Abutters Notified: Yes No

Licensee Contact Person for Transaction: Robert Nelson Phone: 508-873-8487
 ADDRESS: 148 Gleason Ave CITY/TOWN: East Brookfield STATE: MA ZIP CODE: 01515

Remarks:

The Local Licensing Authorities By: _____

 Alcoholic Beverages Control Commission
 Ralph Sacramone
 Executive Director

ABCC Remarks: _____

Wellfleet Fire Department



10 Lawrence Road, Wellfleet, MA 02667

Richard J. Pauley, Jr.
Fire Chief

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

Memo

TO: Board of Selectmen
FROM: Chief Pauley
DATE: February 13, 2014
RE: Appointment of Firefighter/Paramedic
CC: Mr. Harry Sarkis Terkanian, Town Administrator

In accordance with Wellfleet Town Charter Section 3-5-3, I have appointed Ms. Rachel McGrath to the vacant position of full-time Firefighter/Paramedic. To comply with the provisions of the Charter, I request your approval of this appointment.

Ms. McGrath's appointment as a full-time Firefighter/Paramedic will be contingent on a satisfactory pre-employment physical exam and criminal offender records (CORI) check as well as passage of a physical ability test to the standards of the Massachusetts Human Resources Division.

Ms. McGrath will be hired on a probationary basis for the first 12 months of her employment. As a condition of employment, she will also be required to pass the Massachusetts Fire Academy Recruit Training program.

Respectfully submitted,

Richard J. Pauley, Jr.
Fire Chief



**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 Sheila Hoogeboom Date 2-11-14

Mailing Address Po Box 34
S. Wellfleet MA 02663

Phone (Home) _____ (cell) 401-633-2841

E-mail Sheila.Hoogeboom7@gmail.com

Please describe briefly any work experience, including volunteer service, that you feel would be useful to the Town: over 20 years in Small Business Assistance. Currently

Director of Economic Development Department at
Community Development Partnership, Eastham MA

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

AA Cape Cod Community

BA UMass Amherst

MA Ed Suffolk Univ

Committees/Boards of Interest: 1) Economic Development

2) _____

3) _____



January 31, 2014

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



RE: Scope of Work for 2014 Landfill Operation and Maintenance Services
Former Wellfleet Municipal Landfill

Dear Mr. Terkanian:

Environmental Partners is pleased to provide this scope of work (SOW) for continuing landfill monitoring services at the former Wellfleet Municipal Landfill. Enclosed are three copies of the Agreement for Engineering and Supplemental Services.

In 2012, Environmental Partners submitted a Request for BWP SW 22 Landfill – Minor Modification Permit Application to DEP requesting a reduction in the Wellfleet Landfill O&M program. DEP approved this request in a Landfill O&M Minor Modification Approval Letter, dated July 23, 2012. In summary the groundwater sampling program has been reduced from semi-annually to annually, resulting in a cost savings to the Town of \$6,403 per year.

This 2014 Landfill O&M scope of services will be conducted to comply with Massachusetts Department of Environmental Protection (DEP) requirements and the DEP approved Minor Modification Permit, and will include all groundwater and landfill gas monitoring. In addition, while at the site, Environmental Partners will also perform a visual inspection of the landfill cap system, as well as an inspection of the transfer station operations in accordance with 310 CMR 19.207(25).

This proposal includes one round of groundwater sampling and analysis, and four rounds of landfill gas monitoring to be completed during 2014 to satisfy the DEP requirements under the current July 23, 2012 Approval Letter. In addition, in their Approval Letter, DEP has required that “a biennial report shall be submitted to the MassDEP’s Solid Waste Management Section by February 15th of every second year beginning in the year 2014 (for the 2012 & 2013 calendar year). Pursuant to 310 CMR 19.142 (6) Reporting Requirements, the report shall describe any activity (i.e. inspections and maintenance) at the site and summarize the results of the environmental monitoring programs.”

A breakdown for each of the tasks and associated costs is as follows:

Task 1: Quarterly Landfill Gas Monitoring and Reporting
Labor and Expenses: **\$4,306**

Task 2: Annual Groundwater Monitoring and Reporting
Labor and Expenses: **\$6,403** (includes laboratory analyses)

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

Task 3: Landfill Cap System and Transfer Station Inspections and Reporting
Labor and Expenses: **\$3,408**

Task 4: Biennial Landfill Reporting
Labor and Expenses: **\$3,800**

Environmental Partners will need to initiate the Biennial Landfill Reporting task by February 3, 2014 in order to meet the DEP February 15, 2014 deadline.

We look forward to assisting the Town with this project. Should you have any questions, please do not hesitate to call us.

Sincerely,



Paul F. Gabriel, P.E., LSP
Principal

Cc: Mark Vincent

TOWN OF WELLFLEET, MASSACHUSETTS

**AGREEMENT FOR
ENGINEERING AND SUPPLEMENTAL SERVICES
IN CONNECTION WITH
CY2014 OPERATIONS AND MAINTENANCE OF THE
WELLFLEET LANDFILL AND TRANSFER STATION**

January 2014

THIS AGREEMENT, made and entered into on the date hereinafter written, by and between THE TOWN OF WELLFLEET, MASSACHUSETTS, acting through its TOWN ADMINISTRATOR (hereinafter called the Client or Town), and ENVIRONMENTAL PARTNERS GROUP INC., a corporation duly organized and existing under the laws of the Commonwealth of Massachusetts, and having its principal place of business in Quincy, Massachusetts (hereinafter called ENVIRONMENTAL PARTNERS).

WITNESSETH, that in consideration of the mutual agreements herein contained, the parties hereto agree as follows:

SECTION 1. EMPLOYMENT OF ENVIRONMENTAL PARTNERS:

The Client hereby employs ENVIRONMENTAL PARTNERS, and ENVIRONMENTAL PARTNERS agrees to perform engineering and supplemental services for the Town of Wellfleet concerning the Operations and Maintenance of the Wellfleet Landfill and Transfer Station. These services will be rendered for calendar year 2014.

SECTION 2. INFORMATION AND SERVICES TO BE FURNISHED BY THE CLIENT:

The Client will furnish to and shall assist ENVIRONMENTAL PARTNERS in obtaining from municipal and state agencies, and private individuals or companies, such information and data as is available and pertinent to the work contemplated under this Agreement, and provide such services as indicated below. In general, this will consist of the following:

1. Accessibility to Client records for such data as waste handling and hauling, benchmarks, plans, maps, property ownership, etc.
2. Arrange for access to and make all provisions for ENVIRONMENTAL PARTNERS to enter upon public and private properties, as required for ENVIRONMENTAL PARTNERS to perform the services under this Agreement.
3. Furnish all labor and equipment, as necessary, to complete required field investigations.
4. Designate, a person to act as Client's representative with respect to the services to be rendered under this Agreement.

SECTION 3. CHARACTER AND EXTENT OF ENGINEERING AND SUPPLEMENTAL SERVICES:

ENVIRONMENTAL PARTNERS shall furnish the following engineering and supplemental services in connection with the Wellfleet Sanitary Landfill and Transfer Station:

1. Task 1: Landfill Gas Monitoring and Reporting

Conduct four rounds of landfill gas monitoring at the 20 landfill soil gas monitoring points, identified as SGP-1 through SGP-20 that were installed around the perimeter of the landfill during the closure activities. Each of the points will be monitored in the field for the following landfill gas parameters in accordance with 310 CMR 19.132(4) and the DEP's Landfill Technical Guidance Manual:

- % Methane (%Lower Explosive Limit (LEL) calibrated for methane)
- Volatile Organic Compounds (VOCs)
- Hydrogen Sulfide
- % Oxygen

The results of the landfill gas monitoring program will be presented in letter reports to the DEP. The reports will include a summary of the monitoring activities performed, the results observed, and conclusions/recommendations based on the results observed. Individual summary letter reports will be prepared and submitted for each monitoring round performed.

2. Task 2: Groundwater Monitoring and Reporting

Conduct one round of groundwater monitoring at the eight groundwater monitoring wells that exist at the site (CSAW-1D, CSAW-2S, CSAW-2D, CSAW-3D, CSAW-4S, MW-1, MW-2) in accordance with 310 CMR 19.132(1)(h).

The proposed monitoring program includes the compounds specified in the regulations, consisting of the following:

- | | | |
|----------------------------------|------------|-----------------------------|
| • Alkalinity | • Arsenic | • Selenium |
| • Nitrate Nitrogen (as Nitrogen) | • Barium | • Silver |
| • Total Dissolved Solids | • Cadmium | • Zinc |
| • Chloride | • Chromium | • VOCs (by EPA Method 8260) |
| • Iron | • Copper | • pH * |
| • Manganese | • Cyanide | • Temperature * |

- Sulfate
 - Chemical Oxygen Demand
 - Lead
 - Mercury
 - Specific Conductance *
 - Dissolved Oxygen *
- * = Field Monitored

The results of the groundwater monitoring program will be presented in a letter report to DEP. The report will include a summary of the monitoring activities performed, the results observed, and conclusions/recommendations based on the results observed.

The groundwater monitoring event will be conducted at the same time as one of the landfill gas monitoring events. Therefore, the summary letter reports for those events will be combined into single multi-media (landfill gas and groundwater) summary letter report.

3. **Task 3: Landfill and Transfer Station Inspections and Reporting**

While onsite to perform the environmental monitoring presented under Tasks 1 and 2 above, Environmental Partners will also complete a visual inspection of the landfill capping system, including the stormwater management systems, landfill gas control systems, and the perimeter chain link fence. The purpose of the inspection will be to observe and document the conditions of the capping system and any corrective actions that may be needed. Observations made during the inspection will be documented on standard inspection forms and the forms will be provided with the monitoring reports.

Transfer Station Inspections will be performed during two of the individual landfill gas monitoring events that will be conducted during 2014. The second of the two inspections will focus on those items that are included on the DEP's standard annual inspection form, which is provided by the DEP to all municipalities that operate transfer stations within the Commonwealth. That inspection form must be completed and forwarded to the DEP by mid-November of each year.

4. **Task 4: Biennial Landfill Reporting**

As required by DEP in their Landfill O&M Minor Modification Approval Letter, dated July 23, 2012, a biennial report must be submitted to DEP by February 15, 2014. This summary report will include a description of any activity (i.e. inspections and maintenance) at the site and summarize the results of the environmental monitoring programs.

SECTION 4. COMPENSATION:

- A. Compensation for services under *Task 1 Quarterly Landfill Gas Monitoring and Reporting* shall not exceed \$4,306.
- B. Compensation for services under *Task 2 Annual Groundwater Monitoring and Reporting*

shall not exceed \$6,403.

- C. Compensation for services under *Task 3 Landfill Cap System and Transfer Station Inspections and Reporting* shall not exceed \$3,408.
- D. Compensation for services under *Task 4 Biennial Landfill Reporting* shall not exceed \$3,800.
- E. The compensation indicated above is based on an estimate of the character and extent of work involved. Unforeseen conditions, which become evident during the course of the work, may, alter or increase the effort required. The not-to-exceed amounts indicated for each task will not be exceeded without formal written amendment to the Agreement between the Client and ENVIRONMENTAL PARTNERS.
- F. Payment for services shall be made by the Client to ENVIRONMENTAL PARTNERS on the basis of periodic invoices. Payment shall be made by the Client on or before thirty (30) calendar days after receipt of such invoice. If the Client objects to any invoice submitted by ENVIRONMENTAL PARTNERS, he shall so advise ENVIRONMENTAL PARTNERS of his objections, in writing, within fourteen (14) days of receipt of such invoice.

SECTION 5. REVISION OF SCOPE OF WORK:

If the Client orders major changes in the character and extent of engineering and supplemental services, consisting of additions, deletions, or modifications, either directly or as a result of requirements by other agencies, following completion of a portion of the work as shall necessitate setting aside a portion of the completed work, the compensation and time of completion shall be adjusted accordingly. All such changes shall be authorized in writing and signed by the Client and ENVIRONMENTAL PARTNERS. The cost or credit to the Client shall be determined by mutual agreement provided that ENVIRONMENTAL PARTNERS shall be compensated for all work performed on any part of the work affected by the Change Order.

SECTION 6. TIME OF COMPLETION:

ENVIRONMENTAL PARTNERS agrees to commence work under this Agreement immediately upon receipt of an executed copy of the Agreement. ENVIRONMENTAL PARTNERS shall put forth its best professional effort to perform all services under this Agreement as expeditiously as is consistent with professional skill and care and the orderly progress of the work. The period of performance for the scope of work indicated in SECTION 3 is calendar year 2014.

SECTION 7. GENERAL CONDITIONS:

It is mutually agreed that no services shall be performed under this Agreement for real estate surveying, for acquisition of easements, for land takings, or for any other real estate conveyance purpose.

It is mutually agreed that ENVIRONMENTAL PARTNERS is not obligated to prepare for or appear in litigation or in any arbitration proceeding on behalf of the Client, except in consideration of additional compensation to be mutually agreed upon.

The Client agrees to take all necessary actions and votes in order to promptly compensate ENVIRONMENTAL PARTNERS for its services.

The Client agrees to limit ENVIRONMENTAL PARTNERS' liability to the Client and to all Contractors on the project, due to ENVIRONMENTAL PARTNERS' professional negligent

acts, errors, or omissions, such that the total aggregate liability of ENVIRONMENTAL PARTNERS to all those named shall not exceed \$50,000.

ENVIRONMENTAL PARTNERS shall be liable to the Client only to the extent that ENVIRONMENTAL PARTNERS' negligent acts or omissions result in injury or damage to the Client, including but not limited to, instances in which the Client is liable to third parties as a result of negligent acts or omissions by ENVIRONMENTAL PARTNERS.

ENVIRONMENTAL PARTNERS shall not be liable to the Client for indirect, special, or consequential damages to the extent that such damages result solely from acts or omissions by the Client or by any contractors or subcontractors of the Client.

The Client acknowledges that ENVIRONMENTAL PARTNERS is a corporation and agrees that any claim made by the Client arising out of any act or omission of any director, officer, or employee of ENVIRONMENTAL PARTNERS in the execution or performance of this Agreement, shall be made against the corporation and not against such director, officer or employee.

It is understood and agreed that, in seeking the professional services of ENVIRONMENTAL PARTNERS under this Agreement, the Client is requesting ENVIRONMENTAL PARTNERS to undertake uninsurable obligations for the Client's benefit involving the presence or potential presence of hazardous substances. Therefore, the Client agrees to hold harmless, indemnify, and defend ENVIRONMENTAL PARTNERS from and against any and all claims, losses, damages, liability, and costs, including but not limited to costs of defense, arising out of or in any way connected with the presence, discharge, release, or escape of contaminants of any kind, excepting only such liability as may arise out of the negligence or intentional acts of ENVIRONMENTAL PARTNERS in connection with its execution or performance of this Agreement.

It is understood and agreed that any use, reproduction, distribution, or alteration of any drawings represented in digital format, including CAD drawings, is specifically prohibited, unless authorized in writing by ENVIRONMENTAL PARTNERS. Any such unauthorized use will be at the Client's risk and full legal responsibility, and the Client shall indemnify and hold harmless

ENVIRONMENTAL PARTNERS from all claims, losses, and expenses arising therefrom.

Plans and specifications prepared by ENVIRONMENTAL PARTNERS as instruments of service are and shall remain the property of ENVIRONMENTAL PARTNERS, whether the project for which they are made is executed or not. The Client shall be permitted to retain copies, including reproducible copies of plans and specifications, for information and reference in connection with the Client's use and occupancy. The plans and specifications shall not be used by the Client on other projects, for additions to this project, or for completion of this project by others, except by agreement in writing with ENVIRONMENTAL PARTNERS; such agreement shall not be unreasonably withheld. Any reuse without specific written authorization by ENVIRONMENTAL PARTNERS, however, will be at the sole risk of the Client, and the Client shall indemnify and hold harmless ENVIRONMENTAL PARTNERS from all claims, losses, and expenses arising there from.

If ENVIRONMENTAL PARTNERS' services are delayed or suspended, in whole or in part, by the Client for more than three (3) months for reasons beyond ENVIRONMENTAL PARTNERS' control, the amount of compensation provided for elsewhere in the Agreement shall be subject to renegotiations.

The Client and ENVIRONMENTAL PARTNERS each binds itself, its partners, successors, assigns, and legal representatives to the other party to this Agreement, and to the partners, successors, assigns, and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Client nor ENVIRONMENTAL PARTNERS shall assign its interest in this Agreement without the written consent of the other.

It is understood and agreed, in connection with the performance of ENVIRONMENTAL PARTNERS' services under this Agreement, that any persons or entities engaged by ENVIRONMENTAL PARTNERS to perform any portion of those services shall be independent contractors of ENVIRONMENTAL PARTNERS. Any such persons or entities shall be solely responsible for the methods and means used in performing their services, and they shall not be deemed an employee or agent of, or a joint venture with, ENVIRONMENTAL PARTNERS.

Since ENVIRONMENTAL PARTNERS has no control over the cost of labor, materials,

equipment, or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, ENVIRONMENTAL PARTNERS' opinions of probable Project Cost and Construction Cost provided for herein are to be made on the basis of ENVIRONMENTAL PARTNERS' experience and qualifications, and represent its best judgment as experienced and qualified professional engineers familiar with the construction industry. However, ENVIRONMENTAL PARTNERS cannot and does not guarantee that proposals, bids, or actual Project or Construction Cost will not vary from opinions of probable cost prepared by ENVIRONMENTAL PARTNERS.

The laws of the Commonwealth of Massachusetts shall govern this Agreement.

The obligation to provide further services under this Agreement may be terminated by either party upon seven (7) days written notice, in the event of substantial failure by the other party to perform in accordance with the terms hereof, through no fault of the terminating party. In the event of termination due to the fault of others than ENVIRONMENTAL PARTNERS, ENVIRONMENTAL PARTNERS shall be paid its compensation for services performed to termination date.

ENVIRONMENTAL PARTNERS shall, at its expense, obtain and maintain insurance to protect itself from claims under workmen's compensation acts; claims or damages because of bodily injury including personal injury, sickness or disease, or death of any of its employees or of any person other than his employees; and from claims for damages because of injury to or destruction of tangible property including loss of use resulting there from; and from claims arising out of the performance of professional services caused by the negligent acts, errors, or omissions of ENVIRONMENTAL PARTNERS. The professional liability insurance shall be in the amount of \$50,000 and shall be in effect to cover all claims arising from ENVIRONMENTAL PARTNERS' execution or performance of this Agreement.

Should any provision or part thereof, of this Agreement be held illegal or unenforceable, then such provision or part shall be deemed stricken, and the remaining provisions and parts thereof shall remain in full force and effect. Furthermore, should this Agreement omit any statutory or regulatory requirements, which would otherwise render this Agreement illegal, and then this Agreement shall be deemed amended to the minimum extent necessary to comply with

said statutes or regulations.

ENVIRONMENTAL PARTNERS commits to employing Paul F. Gabriel, P.E., LSP as Project Director and Ann Marie Petricca C.P.G. as Project Manager, to coordinate and/or perform the services under this Agreement.

This Agreement (consisting of pages 1 to 13, inclusive), any attached Exhibits, constitutes the entire Agreement between the Client and ENVIRONMENTAL PARTNERS, and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

In entering into this Agreement, Client has relied only upon the warranties or representations (a) set forth in this Agreement; or (b) implied in law. No oral warranties, representations, or statements shall be considered a part of this Agreement, or a basis upon which the Client relied in entering into this Agreement. No statements, representations, warranties, or understandings, unless contained herein, exist between Client and ENVIRONMENTAL PARTNERS.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year herein below written.

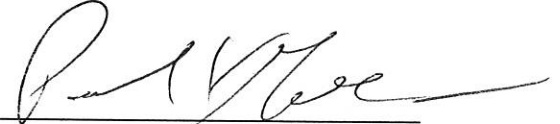
TOWN OF WELLFLEET, MASSACHUSETTS

Approved by vote of the Board of Selectmen
At a regularly scheduled
Meeting held on:

Date:

By:

Harry Sarkis Terkianian
Town Administrator



By: Environmental Partners Group, Inc.

Paul F. Gabriel, P.E., L.S.P
President
Environmental Partners Group, Inc.

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

*

Signature of Individual
Federal Identification Number: 07 -3378308

Environmental Partners Group

*Approval of a contract or other agreement will not be granted unless this certification clause is signed by the applicant.

**Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended. This request is made under the authority of Mass. G.L.c.62Cs.49A.

**AGREEMENT FOR ENGINEERING SERVICES
CY2014 OPERATIONS AND MAINTENANCE OF THE
WELLFLEET LANDFILL AND TRANSFER STATION**

**Between
Town of Wellfleet
And
Environmental Partners Group, Inc.**

Approved by Board of Selectmen, _____, 2014

Berta Bruinooge _____

Paul Pilcher _____

Dennis Murphy, _____

Jerry Houk _____

John Morrissey _____

In accordance with GL c.44, §31C, this is to certify that an appropriation is in place for this contract and that the Town Administrator is authorized to execute this agreement and approve all requisitions and change orders.

Town Accountant _____, 2014

Marilyn Crary _____

Attested by Town Clerk _____, 2014

Dawn Rickman _____



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: Town Administrator 2013 Performance Review
Date: January 16, 2014

Attached are two documents: (1) a statement of goals, accomplishments, priorities and concerns in bulleted form as requested by the Chair of the Board; and (2) a suggested evaluation form. The evaluation form is one of three I collected from other town administrators and town managers. I was unable to locate the forms the Board used in evaluating the previous town administrator. The actual choice of the form to use rests with the Board.

Process. I am available to meet with board members individually or in pairs if and as desired. I suggest that each selectman do his or her own appraisal and that the completed appraisals be delivered to a designated member of the board for incorporation into a single document summarizing the evaluation results. Because the personnel exception to the open meeting law is to permit discussion of "the reputation, character, physical condition or mental health, rather than professional competence, of an individual" I do not believe that the full board can meet in executive session for this purpose. I am comfortable with conducting any discussion of my professional competence by the Board in open session.



**Town of Wellfleet
Performance Appraisal Form
Town Administrator**

Leadership

Develops and manages department's and the Town budget to provide maximum service within limited resources. Involves staff in goal setting and decision-making as appropriate. Establishes a clear sense of direction, sets specific objectives and mobilizes the people and resources to meet those objectives. Assists the Board of Selectmen and serves as a resource for the Board's setting of direction for the Town. Develops within the staff the skills for effective teamwork and insures that staff cooperates with each other and with other departments. Anticipates changes in the community, the profession and the department, helps the staff adapt creatively to those changes.

Comments: _____

U	NI	ME	TC	O
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Communication:

Is able to present complex information in a straightforward manner in both large groups and one-on one situations to help spread information and to generate consensus. Writes succinctly, presenting information and ideas in an organized and thoughtful way that reflects the needs of the particular audience. Cooperates with and ensures that staff cooperates with other departments by informing them about actions that will affect them and seeking their input where appropriate. Handles controversial or conflict situations constructively by reducing tensions, sorting out the real issues and generating ideas for bridging differences. Listens openly and intently to others trying to discern their meaning and acknowledging (without necessarily agreeing with) their ideas and suggestions. Demonstrates a willingness to be engaged in the sharing of information and the exchange of ideas.

Comments: _____

U	NI	ME	TC	O
---	----	----	----	---

Planning and Organizing:

Involves staff and other people critical to the planning process. Develops strategies and steps for dealing with complex issues. Makes assignments that utilize people's skills, coordinates their efforts and follows through. Anticipates problems before they arise and plans for ways to deal with them. Visualizes the end results of projects and devises effective strategies for achieving those results. Meets deadlines and schedules. Assists the Board of Selectmen in identifying priorities and developing strategies for addressing issues of importance to the Town.

Comments: _____

U	NI	ME	TC	O
---	----	----	----	---

Problem Solving/Decision Making:

Finds creative ways to maintain and enhance services with limited revenues to support budget growth. Problems and complaints from outside sources are normally resolved without referral to a higher source. Defines problems, generates multiple options and develops effective solutions. Assists others to do the same. Demonstrates good judgment on when and how to involve others in solving problems and making decisions. Makes sound decisions under difficult, pressurized circumstances. Follows through in the implementations of decisions.

Comments: _____

U	NI	ME	TC	O
---	----	----	----	---

Job Knowledge:

Professional skills for performing assignments are either possessed or developed. Performance of projects is consistent with currently accepted techniques, standards and procedures. Participates actively in professional groups to remain informed on current trends, pending legislation affecting the Administrator's profession. Knowledgeable of Town by-laws, state and federal laws, case law and other regulations pertaining to Administrator's function. Actively participates in promoting revisions of procedures consistent with current best practice. Works with others to be knowledgeable of town's needs and works to use information to improve Town government.

Comments: _____

U	NI	ME	TC	O
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PERFORMANCE & GOAL ATTAINMENT RATING SHEET

	Unsatisfactory 0	Needs Improvement 1	Meets Expectations 2	Thoroughly Competent 3	Outstanding 4
Leadership					
Communication					
Planning & Organizing					
Problem Solving/Decision Making					
Job Knowledge					
Performance Appraisal Overall Score: Max.=20					
Goal Appraisal Overall Score: Max.=20	Fails to meet Goals 0	Needs Improve. To Meet Goals 5	Fully Meets Goals 10	Exceeds Goals 15	Far Exceeds Goals 20

Suggested Goals for the upcoming year:

1. _____
2. _____
3. _____
4. _____

SIGNATURES AND APPROVALS

Remedial/development Activities: Include any factor rated Unsatisfactory or Needs Improvement in goals for the upcoming year. List below actions that the Board of Selectmen and the Town Administrator have agreed upon to further develop employee's capabilities to improve performance.

Reviewing Selectman's Signature:

_____ Date: _____

Town Administrator's Acknowledgement:

I have had the opportunity to discuss my appraisal with my supervisor. My comments regarding the appraisal are below.

_____ Date: _____

THE PROCESS

Between November and December each year, the formal appraisal of the Town Administrator's complete performance for the year will be made. It shall include:

1. An appraisal of the degree of accomplishment of each goal, checking the appropriate box and making narrative comments if applicable.
2. An appraisal of the employee/manager's performance against each of the five criteria, checking the appropriate box and making narrative comments in each case.

THE RATING SCALE

OUTSTANDING: The employee/manager consistently and significantly performs far above and beyond what is expected for a person in that position. Demonstrates a great deal of initiative in solving problems or overcoming obstacles that might otherwise impede performance. Performance is so exceptional that few persons obtain this rating.

**THOROUGHLY
COMPETENT** Usually performs beyond requirements, objectives and expectations of current position. Performance requires less than normal direction. This rating describes consistently commendable work.

**MEETS
EXPECTATIONS** Generally meets position requirements, objectives and expectations, but definable areas may exist where performance is below what is required or expected. This rating describes what is good, solid, work. Few, if any, performance areas, are defined as "Outstanding"

**NEEDS
IMPROVEMENT** Performance does not meet minimum performance requirements, objectives and expectations. In definable areas, performance is marginal or unacceptable. Closer supervision is required than should be given level of responsibility and/or experience in the position. Goals will be established to improve performance.

UNSATISFACTORY Output is well below standards. Work is nearly always incomplete in some respect. Needs constant supervision in areas of judgment and demonstrates little ability to handle emergencies. Resists most changes strongly. Seldom seeks new or improved ways of doing things. Lacks fundamental skills and knowledge and shows no interest in acquiring them.

Town Administrator 2013 Annual Review

Goals:

- Trust, Transparency & Respect
- Begin rebuilding Wellfleet's capital infrastructure
- Rationalize Wellfleet's procurement process

Accomplishments:

Trust & Respect:

- This is a work in progress. I've worked on openness by making myself as accessible as my duties permit including taking phone calls and responding to emails. My subjective impression is that communication by Town employees to their colleagues and others is continuing to become more open.
- I strive to be clear about my intentions and consistent in how I communicate them to others.

Transparency:

- We have increased the information posted on the Town's web site, including posting all supporting documents with selectmen's agendas, including detailed TA reports and, where appropriate, TA recommendations.
- Discussions have begun with our web site hosting company about a redesign of the web site to make information easier to find and the streamline the ability of town departments, boards and commissions to post information.
- We have issued a RFP for broadcast equipment for Wellfleet's government TV cable channel so we can video and broadcast more meetings (responses due January 16, 2014.)
- I now write a town administrator's blog which permits direct communication, including feedback opportunities, available to anyone who would like to read it.
- Budget drafts are now furnished to all department heads so that they will know where they stand before town meeting.
- I have attended meetings of a majority of Wellfleet's boards and commissions this year (approximately 98 after hours meetings.)
- Organized public outreach on FIRM maps with Truro and Eastham and PAYT.
- Attended many community events including Wellfleet Forum, Community Associations and Chamber events.

Infrastructure:

- Attended Mass Inspector General's Public Building procurement course.
- Revised Wellfleet's designer selection policy (Policy 2001-1) to conform to current legal requirements. Amendment adopted by the Board July 16, 2013.
- Completed acquisition of the old COA building for future use.

- Issued an RFQ for designer services for the Baker Field restrooms. (Designer contract being negotiated.)
- Issued RFQ for designer services for police station needs study. (Responses being evaluated by the designer selection committee.)
- Issued RFQ for designer services for needs study for waterfront buildings (marina, sticker sales, shellfish, responses due January 31st.)
- Directed installation of septic system and washroom facilities for beach sticker office.
- Temporary relocation of shellfish dept staff to sticker office.
- Advocated for addition of a DPW facilities maintenance position.

TA Contract Requirements:

- Participated in Cape Cod Manager's Association, MMA and ICMA.
- Progressed on securing MCPPO designation:
 - All required courses taken (3 courses - 9 days)
 - Operational Services Division seminars attended (two)
 - Comm-PASS training (one day - user and administrator training)
 - Barnstable County Purchasing Managers meetings attended.
 - (There is an experience requirement for certification which will take time to complete.)

Procurement and Other:

- Attending MMA/Suffolk University Graduate Certificate program. One course completed with grade of "A", two courses in progress. Program will be completed this coming May. Cost: \$2,000 plus course materials and mileage.
- New officials finance training (one day, Mass DOR, cost \$50.)
- Attended Mass Regionalization & Innovation Conference (one day, cost \$50?.)
- Emergency management: Shelter manager training (no cost.)
- MCPPO courses listed above. Two courses completed with passing grades, grade for third class pending. Cost for all three \$1,550.
- After hours meetings attended: approximately 98, including board of selectmen, appeals board, planning board, conservation commission, personnel, buildings needs, board of health, water commissioners and shellfish advisory board.
- Labor negotiations. 16 bargaining sessions. Contracts completed with 5 unions and three department heads. Negotiations pending with 4 Town unions and Nauset Education Association, including tentative agreement with one.
- Negotiated new MSW contract with ABC Disposal on favorable terms.
- Event planning. Pre event planning meetings for OysterFest and WESFest. Post event review meetings for OysterFest.
- Settled litigation between Rispoli Ventures and Wellfleet ZBA on terms acceptable to the ZBA, avoiding costs associated with a trial in Land Court.
- Participant in county 208 Wastewater process stakeholder meetings and Herring River restoration governance MOU working group.

- Avoided cost of acquiring Chequessett Neck Road lot (\$130K) while still acquiring a right of way over it to the water at no cost to the Town.
- Drafted comprehensive financial policy for board of selectmen approval (approved August 13, 2013 as Policy 2013-1.)
- Managed Expansion of water system including renegotiation of engineering contract, supervision of general contract bidding and monitoring of invoicing and change orders.
- LED street light project. Research LED lighting specifications for inclusion in Town's agreement to proceed. Blog post to publicize street lights in Wellfleet, Review and analysis of operation and maintenance contract. Anticipated annual cost savings are approximately \$7,000.

Priorities:

- The same as my goals, but in the context of responsible budgetary practices to minimize financial demands placed on taxpayers.

Concerns:

- Wellfleet's financial balance sheet is sound and meets the goals of the fiscal management policy adopted in 2013, but there are significant unfunded obligations, including OPEB, retirement benefits and the cost of bringing Town buildings back to first class condition. Finding a way to meet these obligations without weakening the Town's financial condition is a challenge.
- Inflation pressure exceeds permitted tax revenue growth. This disparity is going to continue to widen and will have to be addressed, probably with a combination of service efficiencies, reductions in some services and increases in fee income.
- "Regulation creep." More and more state mandates are taking the form of regulation changes, for which there does not seem to be a prop 2 ½ obligation to fund, rather than outright mandates.
- "Grant creep." Short term grant funding with long term obligations requiring Town funding beyond the expiration of grant funding.
- Demographics, Economic Opportunity and Community. The 25 to 50 age group is underrepresented in Wellfleet. This age group is the "economic engine" that drives most communities. In addition to employment challenges, they also face expensive housing choices. I believe demographics and our land use policies are the two leading causes of the lack of offseason economic activity in Wellfleet and creative ways need to be found to address this problem.
- State aid. Unrestricted local government aid from the Commonwealth has been declining. Because Wellfleet's per capita equalized valuation is one of the 10 highest in the Commonwealth, it creates a presumption that Wellfleet is wealthy and less in need of state aid when per capita income tells the opposite story. I don't see this as changing.
- Community engagement. Based on decades of observation, my perception is that Wellfleet residents are more involved in their government than residents in

larger towns, a good thing. Unfortunately, in some instances that involvement manifests itself as after the fact criticism rather than as before the fact constructive participation. We need to continue to look for ways to encourage involvement before decisions are made.



TOWN OF WELLFLEET

300 MAIN STREET WELLFLEET MASSACHUSETTS 02667

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

www.wellfleetma.org

To: Board of Selectmen
From: Harry Sarkis Terkanian, Town Administrator
Subject: Town Administrator's Report
Date: February 21, 2014

This report is for the period February 7, 2014 through February 20, 2014.

- 1 The gasoline purchase agreement with Eastham has been renewed for FY 15.
- 2 Municipal broadband service. The County issued a revised RFP. I participated in the review of proposals on February 20th. It is possible that the County will pay the first two years of operational costs. Next step is to review the responses with the Smarter Cape Steering Committee on February 24th followed by a contract award by the County. This will have to be coordinated with construction of Wellfleet's fiber loop (7. h. below).
- 3 208 Water Quality. Stakeholder's summit attended on 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.
- 4 Regional Dispatch. The Cape Cod Managers met on February 13th. We are working to see if we can get the Sheriff, police chiefs, fire chiefs and managers to agree on a governance agreement which places financial oversight with a board of municipal fiscal/manager officers and operational practices with board of police and fire chiefs. At this point it looks like construction and operation of a regional facility is at least three years away.
- 5 Shellfish Department – Beach Sticker building. On site meeting with all stakeholders scheduled for February 21st.
- 6 Herring River Restoration. Next meeting to be scheduled. We expect to have a reasonably complete governance proposal soon and will brief the Selectmen as soon as it is available.
- 7 Public Works Projects:
 - a. Elementary School Roof. Most recent status conference was on February 20th. The architect reports that drawings are on schedule. Next review by Mass SBA is April 21st, next Town action is project funding at the April 28th annual town meeting.
 - b. Key card entry system for COA. Installation in progress and should be completed in February.
 - c. Water System Expansions. Work is continuing. Installation of water mains is nearly complete, work currently in progress on the Hiller Ave. change order.
 - d. Tennis Courts Reconstruction. Becky will be requesting a transfer from the reserve fund to finish the design (about \$5,500) because the USTA

requires a completed engineering design as part of its grant application and we would like to proceed with that application in advance of town meeting. CPA grant in the amount of \$240,000 for drainage improvements and tennis court reconstruction was awarded by the CPC. Grant application will be made to US Tennis Assn to partially fund the remaining balance of approximately \$160,000. If the grant application is successful approximately \$110,000 will have to be raised in the capital budget.

- e. Baker Field restrooms. Contract with architect in negotiation.
 - f. Police Station. Seven responses received. Proposals have been transmitted to the Designer selection committee for this project for evaluation and ranking. Initial review held on February 10th. BNA has narrowed the list down to four firms. Interviews with the four finalists have been scheduled in March.
 - g. Route 6 & Main Street. Wellfleet's request to add this project to the TIP will be heard at a meeting at the Cape Cod Commission at 8:30 AM on March 14th. Mark & Ron will attend. Attendance by a representative of the Board will be beneficial.
 - h. Municipal fiber network. Purchase orders have been signed to link the police, fire, school, water tower and town hall by fiber and to link the marina, beach sticker and recreation buildings to town hall by wireless. Once complete we will be able to cancel a number of Comcast connections and replace them with one faster CapeNet connection, retaining one Comcast connection as a backup.
- 8 Other Procurement Projects:
- a. Wellfleet Cable TV Channel. Evaluation completed on February 11th. We need to see a couple of camera alternates tested at the COA to verify suitability and to plan for the operation of the channel. Assigned to ATA King.
- 9 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. and interviews conducted. The FD hopes to have the position filled and orientation complete sometime in March.



Town of Wellfleet Committee Vacancies

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

Date: February 25, 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.

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.

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.