



Board of Selectmen

The Wellfleet Board of Selectmen will hold a public meeting on Tuesday, March 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]**
- III. **Licenses/Appointments/Reappointments/Use of Town Property**
 - A. Licenses
 - a) Seasonal liquor license renewals: Catch of the Day, Chequessett Yacht & Country Club, Flying Fish Café, Harbor Stage Company, The Juice, Mac's Shack, Marconi Beach Restaurant, Maurice's, Pearl Restaurant, Rino's, Sweet Seasons, V.R.'s, Wellfleet Beachcomber, Wellfleet Dairy Bar & Grill, Wellfleet Flea Market, Wellfleet Motel & Lodge, Wellfleet Marketplace, Wellfleet Wine & Spirits, Winslow's Tavern
 - B. Appointments
 - a) Thomas Cole to the Lower Cape Community Access Television Board of Directors for a term beginning May 1, 2014 and ending April 30, 2016.
 - C. Use of Town Property
 - a) Request received from Stefane Barbeau and Duane Smith to hold a wedding ceremony at MIA Park (near Drummer Cove) on Saturday, October 11, 2014 from 2:00-6:00 p.m. Approximately 70 guests. Applicants will set up chairs or benches before the ceremony and then remove. [Processing fee \$20. Use of Town Property fee \$100].
- IV. **Business**
 - A. Cape Cod Regional Technical High School Stabilization Fund discussion [Sanborn]
 - B. Town Administrator annual review [TA]
 - C. Three month review of PAYT operations and March 10th hearing recap [Pilcher]
 - D. Review and possible approval of proposed Board of Health transfer station fees [TA]
 - E. Renewal of Barnstable County IT Contract [notice to County due by April 1, 2014]
 - F. Final adjustments to the FY2015 Operating & Capital Budgets
 - G. 2014 Annual Town Meeting Warrant recommendations
 - H. Award Police Station Designer Services Contract [TA]
- 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)):

 1. To discuss strategy with respect to collective bargaining with the Police Officers Union and Teamsters Union if an open meeting may have a detrimental effect on the bargaining position of the public body and the chair so declares.

March 19, 2014

To: The Board of Selectmen
Wellfleet, MA

From: Tom Cole
Vice-President
LCCAT Board of Directors

According to the Access Agreement (2010) between the Town and Lower Cape Community Access Television, Inc., Each of the five Towns comprising LCCAT, will appoint one member to the LCCAT Board of Directors.

The current term ends in April, so the Town of Wellfleet should appoint or renew its member for a term beginning May 1, 2014 and ending April 30, 2016. A second member will be appointed by the current LCCAT Board of Directors for the same term.

I request the that Board of Selectmen appoint Tom Cole as its representative.

Respectfully submitted,

Tom Cole

**TOWN OF WELLFLEET
APPLICATION FOR PERMIT TO USE TOWN OWNED PROPERTY**

Applicant stefane barbeau, duane smith Affiliation or Group _____

Telephone Number 310-991-4286 Mailing Address 560 south main st, unit 7W

Los Angeles, CA 90013

Town Property to be used (include specific area) MIA park (near drummer cove)

Date(s) and hours of use: October 11, 2014 2pm-6pm

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

Wedding ceremony. Our house is down the road on pond ave, and we'd like to have 70 guests at the MIA park for the ceremony. We will set up chairs or benches facing the water. The ceremony will take place near the bench. The duration of the ceremony will likely be no more than half an hour, after which chairs will be removed and guests will walk to our house for the reception. I've noted a 2-6 pm window of time to allow for changes due to weather, guest arrival, setup and teardown.

Action by the Board of Selectmen:

_____ Approved with the following condition(s): _____

_____ Disapproved for following reason(s): _____



Processing Fee: _____

Fee: _____

APPLICANT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSPECTIONS

Health/Cons. Agent Signature: Comments/Conditions: Permits/Inspections needed:	Inspector of Buildings Signature: Comments/Conditions: Permits/Inspections needed:
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Police Dept. Signature: <i>[Signature]</i> <u>OK</u> Comments/Conditions: 3/7/2014	Fire Dept. Signature: <u>OK</u> <i>[Signature]</i> Comments/Conditions: 3/11/14
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REC'D MAR 12 2014

DPW Signature: <i>[Signature]</i> Comments/Conditions: <u>OK</u> 3/12/14	Beach Dept. Signature: Comments/Conditions:
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Shellfish Constable Signature: Comments/Conditions:	Harbormaster Signature: Comments/Conditions:
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Recreation Dept. Signature: Comments/Conditions:	Town Administrator: <i>[Signature]</i> Comments: Is a wedding at a park honoring veterans or appropriate use?
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4/25/77

275

Article 60. Voted: to raise and appropriate the sum of \$1,000.00 to be used for the Wellfleet Head Start Program. Such funds to be spent under the direction of the Board of Selectmen.
Voice vote.

Article 61. Severance Pay for Richard Plante.
Indefinitely Postponed.

Article 62. To accept as town way road leading to Old Wharf Rd.
Indefinitely Postponed.

Article 63. To abandon a Town road. See Warrant.
Indefinitely Postponed.

Article 64. Voted: to authorize the Selectmen to sell at an appraised value a portion of land adjacent to the railroad right-of-way, off Holbrook Ave. consisting of 1,963 square feet as shown on a plan of land by Schofield Brothers, Inc. April 16, 1976, to Lewis C. Greenman et ux.
Voice vote.

Article 65. Voted: to authorize the Selectmen to sell at an appraised value the Town's one-third interest in a parcel of land described in deed recorded in Barnstable Registry of Deeds, Book 633, Page 285, same being property foreclosed on October 22, 1968 from Ralph E. Baker.
Voice vote.

Article 66. Voted: to declare Lots #25 and 26, Block A, Walker Plan, Pleasant Point, a Town Park or landing naming the area Sergeant Robert W. Howard Memorial Landing.
Unanimous voice vote.

Article 67. RSVP
Indefinitely Postponed

Article 68. Voted: to raise and appropriate the sum of \$600.00 to pay a percentage of the cost of services provided by the Provincetown Drop-In Center, Inc., said services to include but not be limited to (a) 24-hour hot-line Services; (b) Crisis Intervention; (c) Assistance to local agencies and departments when requested, in the event of drug-related medical and psychological emergencies; (d) Free or low-cost services in the following areas - Medical, Counseling ; and (e) Referral and Information Services.
Voice vote.

Article 69. Voted: to raise and appropriate the sum of \$2,100.00 to be expended toward the operating expenses of Cape Cod Family and Children's Services, Inc., under the direction of Selectmen.
Voice vote.

Article 70. Voted: to accept Brown's Neck Road as

Amy Voll

From: outlook_b603029ec35e8180@outlook.com on behalf of Bob Sanborn [bsanborn@capetech.us]
Sent: Tuesday, December 10, 2013 12:32 PM
To: Charles Sumner; Harry Terkanian; Jill Goldsmith; John Kelly; Joyce Mason; Rex Peterson; Rick White; Robert Lawton; Sharon Lynn; Sheila Vanderhoef; Tom Lynch; William Hinchey
Cc: Erin Orcutt; jmullen@capetech.us
Subject: Establishing a Stabilization Fund at Cape Cod Tech

To All;

Cape Cod Regional Technical High School has submitted a Statement of Interest (SOI) to the Massachusetts School Building Authority (MSBA) for a major renovation of our facility the last four years. We just received notice that we were not selected for our most recent submittal. However, we feel it is prudent to begin saving funds, when feasible, for anticipated costs for a future major building project. For this reason, we are requesting to establish a stabilization fund at your regular town meeting for this purpose. In addition to our yearly school district assessment, Cape Cod Regional Technical High School wishes to have the following article on your 2014 regular town warrant:

Article Establishing a Stabilization Fund at Cape Cod Regional Technical High School

To see if the town will vote pursuant to Chapter 71 Section 16G1/2 to allow Cape Cod Regional Technical High School to establish a stabilization fund for future facility capital costs.

PLEASE CONFIRM THAT THIS ARTICLE WILL BE PLACED ON YOUR TOWN WARRANT VIA EMAIL.

I have included the law, below, for informational purposes:

Chapter 71 Section 16G1/2. A regional school district may, upon a majority vote of all the members of the regional district school committee and, with the approval of a majority of the local appropriating authorities of the member municipalities, establish a stabilization fund and may, in any year, include in its annual budget for deposit in the stabilization fund an amount not exceeding five per cent of the aggregate amount apportioned to the member municipalities for the preceding fiscal year or such larger amount as may be approved by the director of accounts. The aggregate amount in the fund at any time shall not exceed five per cent of the combined equalized valuations of the member municipalities. Any interest shall be added to and become a part of the fund. The annual report submitted to the member municipalities pursuant to clause (k) of section sixteen shall include a statement of the balance in the stabilization fund and all additions to and withdrawals from the fund during the period covered by such report.

The treasurer of the regional school district shall be the custodian of such fund and may deposit or invest the fund in such deposits or investments as are legal for the deposit or investment of revenue

funds of the district or in such securities as are legal for the investment of funds of savings banks under the laws of the commonwealth.

The stabilization fund may be appropriated by vote of two-thirds of all of the members of the regional district school committee for any purpose for which regional school districts may borrow money or for such other district purpose as the director of accounts may approve.

Thank you,
Bob

Robert P. Sanborn III
Superintendent/Director
Cape Cod Regional Technical High School
351 Pleasant Lake Avenue
Harwich, Ma. 02645
(508) 432 – 4500 Ext. 214



TOWN OF WELFLEET

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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
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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
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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
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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

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To: Board of Selectmen
From: Harry Terkanian, Town Administrator
Subject: Three Month Review of Save Money and Reduce Trash ("SMART")
Date: March 13, 2014

Background – Statutory Basis.

Authority to regulate the disposal of trash is vested in local boards of health by Massachusetts statutes. The enabling legislation for local boards of health can be found in General Laws, chapter 111, sections 26 – 33.¹ Specific authority to regulate trash removal is in sections 31A and 31B². Authority to assign sites for use as a transfer station is in sections 150A and 150A½.³

The Town of Wellfleet further regulates the setting of fees for the transfer station in General Bylaws, Article III, Section 12 which provides as follows:

Solid Waste Disposal Fees

- A. All fees charged by the Town of Wellfleet for disposal of solid waste at the municipal transfer station/landfill shall be set annually by the Board of Health after same have been approved by the Board of Selectmen. Said fees shall be set by a vote of the Board of Health only after (1) a public hearing, notice of which shall be posted at Town Hall and published in a newspaper distributed in Wellfleet at least seven (7) days prior to any such public hearing and (2) after the Board of Health has received written notice from the Board of Selectmen that they have voted to approve the proposed fee schedule.

Background – History.

The Town began evaluating the feasibility of adopting a SMART in April, 2011 with a Finance Committee letter to the Selectmen.

- SMART appears on the Board of Selectman's calendar, according to the minutes, on the following dates: 5/10/2011; 5/24/2011; 6/28/2011; 8/9/2011 (PAYT Task Force created); 10/25/2011; 12/13/2011 (PAYT presentations to BOS); 3/12/2013 vote to approve proposed Board of Health fees.
- SMART appears on the Board of Health's calendar, according to the minutes, on the following dates: 10/12/2011; 12/14/2011; 3/14/2012 workshop;

¹ *Manual of Laws and Regulations Relating to Boards of Health*, pg 5 Massachusetts Department of Public Health, January, 2010

² *Manual*, pg 15

³ *Manual*, pg 15

3/28/2012; 1/9/2013; 2/13/2013 (public hearing and vote to send fee recommendation to Selectmen); 3/13/2013 (another public hearing and vote to implement); 8/14/2013; 9/14/2013; 10/9/2013; 11/13/2013.

- The PAYT Task Force met 12 times from 8/23/2011 - 12/13/2011.
- The Recycling Committee met several times regarding PAYT but I have not yet checked their minutes.

Resident transfer station stickers for a primary vehicle were reduced from \$55 annually to \$40 annually effective on July 1, 2013. The program itself became effective for residential users on December 1, 2013 and for commercial haulers on January 1, 2014.

Three Month Data.

Exhibit A summarizes the data we have for the period December 1, 2013 through February 28, 2014 and, for comparison purposes, from the corresponding period one year earlier. While this data is instructive, it does not reflect busier Spring, Summer and Fall seasonal operations when there are more people in Town and the transfer Station is busier. A full analysis will have to await results for periods encompassing those busier times of the year.

Despite the limited amount of data there are a number of tentative conclusions which can be drawn.

First, overall tonnage processed through the Transfer Station has been reduced. During the first three months there was a net decrease of 25.1%, 126.42 tons. Possible causes include: 1) residents opting to switch to commercial haulers who dispose of trash at other locations such as the SEMASS transfer station at Yarmouth; 2) increases in disposal at home through composting, etc.; 3) possibly other as yet unidentified reasons.

Second, a clear effect of the program has been to increase the amount of material recycled. A portion of the 162.80 ton decrease in material to SEMASS is accounted for by a 36.38 ton (65.7%) increase in recycling of glass, cans, plastic and paper.

Third, due to the small amount of commercial refuse brought to the Transfer Station during both periods, drawing conclusions from that data is tentative at best. Note that the commercial refuse figures in Exhibit A are only from MA Frazier. Nauset Disposal historically does not deliver to the Transfer Station during the December – February period. Additionally, there are a number of other haulers with smaller operations which are not included in the Exhibit A totals.

Fourth, it should be noted that the revenue from bag sales is a “trailing” figure. This is because the bag vendor, WasteZero invoices retailers on a net 45 days basis and then, after receipt of retailer payments, accounts to and remits to the Town. For example, the January, 2014 receipts of \$2,377 principally relate to deliveries to retailers in November, 2013, and the February, 2014 receipts are principally attributable to deliveries in December, 2013. WasteZero also notes that consumers tend to over estimate their bag requirements and over buy, so the January and February figures should not be used to project annual receipts from bag sales.

Another factor clouding the analysis is the fact that in December, 2013 the Town's recycling contractor imposed a \$40 per ton charge for providing containers and transporting recyclables. Theretofore they had provided this service without charge, relying on the revenue generated by processing and selling the recyclables picked up from Wellfleet. The same change in charging has been experienced by other Cape towns. We are exploring other outlets for these materials at present.

With all of these caveats in mind, some conclusions can still be drawn:

- The change in the ratio of recyclables to trash and the reduction in trash volumes are consistent with those observed in other towns who have recently adopted SMART programs. SMART programs do increase recycling and do decrease trash volumes.
- The reduction in the cost of a residential first vehicle transfer station sticker from \$55 to \$40 resulted in a reduction in fees paid by Wellfleet residents of \$33,085. This will be offset by the added cost to residents to purchase program bags. Remittances to the Town for bag sales from November, 2013 through January, 2014 were \$16,177⁴. We will not know how close the pricing comes to being revenue neutral until we have seven months of bag sales to match up against the \$15 sticker reduction for the seven months of fiscal 2014 that the program is in effect. On limited data it does appear that the result will be close to revenue neutral.
- The reduction in municipal solid waste going to SEMASS for the first three months of the program resulted in a reduction in tipping fees of \$3,012 (162.8 tons at \$18.50 per ton.) The town also saved approximately \$4,396 in transportation costs.
- The increase in glass, plastic, paper and tin recyclables of 36.38 tons resulted in an increase in transportation costs for these recyclables was \$1,455.
- Overall the net reduction in transportation and tipping costs associated with solid waste less the increased cost of recycling transportation is a net savings over three months of \$5,952.

March 10, 2014 Hearing Comments and Suggestions.

On March 10, 2014 the Board of Selectmen conducted an information hearing. 31 persons spoke at the hearing offering a number of suggested changes, criticisms or supporting statements were presented. A listing of the significant comments offered at the hearing, based on my notes as well as any received later, together with my observations follows:

1. The program disproportionately affects families with children in diapers. Consider a mechanism such as special bags for diapers only.
 - a. Policing the content of diaper bags would be near impossible. Perhaps we can by regulation issue bags periodically to families with children under three based on the street listing? Similar consideration should be given to persons with geriatric diapers. We are in the process of

⁴ Wellfleet received an additional \$5,700 on March 14, 2014 representing net receipts to the Town for sales during February, 2014.

analyzing demographic data to estimate how many households might have diaper age children in residence⁵.

2. Implementation of this program circumvented town meeting.
3. There should be a municipal composting facility.
 - a. Desirable, but planning and funding are required.
4. Unit pricing for trash disposal is inappropriate for Wellfleet, there should be the same fixed fee for all residents.
 - a. This is a policy issue. Flat pricing does not encourage recycling to the same degree that metered pricing does.
5. Wellfleet is different from Brewster and Sandwich, the comparison is inapposite. Rather, Wellfleet is similar to Provincetown and Chatham, both of whom have declined to implement the program.
 - a. It is. But other communities with high levels of seasonal residents have implemented the program including communities on Martha's Vineyard and, 20 years ago, the City of Worcester (lots of college students.) While Brewster does not have the same skew of seasonal vs. year round occupied dwellings as Wellfleet, there is a significant seasonal component - 47% of the residences are seasonal as compared with approximately 75% in Wellfleet. Sandwich has a much smaller percentage of seasonal dwellings.⁶
6. The program imposes hardship on young families.
7. Residents are illegally taking trash to the Truro and Eastham transfer stations.
 - a. We have no information with which to verify this assertion.
8. Commercial trash haulers are losing customers to out of town haulers.
9. The program is hard on retailers who must "front" the cost of bags.
 - a. Retailers are given 45 days to pay for bags so that they have an opportunity to sell the bags before they have to pay for them. They can adjust their inventory to match the demand in their store to minimize or eliminate this as an issue and may benefit from additional traffic.
10. The program drives families with children out of town.
11. There is no market for recycled materials so there is no point to encouraging recycling.
 - a. There has been in the past. The current hauling pricing for recycled materials has only been in place since December. Note that the hauling charge also includes use of the recycling containers supplied by the vendor.

⁵ There are 47 children residing in Wellfleet born after January 1, 2011 (e. g. age 3 years 3 months old or less.) There are 249 residents born before January 1, 1933 (e. g. age 80 years 3 months or older.) I have no way of knowing what portion of the individuals in these age groups use infant or geriatric diapers respectively.

⁶ Data for Brewster and Sandwich is from the 2010 US Census.

12. Can we have detailed list of what can be recycled?
 - a. Yes. See the "Recycling" link on the left side of the Town's web site home page.
13. Recycling has increased with PAYT.
 - a. It has.
14. How are Styrofoam and film bags handled?
 - a. Since we have no facilities to store and process Styrofoam we are allowing it to be disposed of in the trash stream in non PAYT bags. Residents should see the attendant in this case.
 - b. We are now accepting film bags. There are covered containers to prevent the bags from blowing around the transfer station.
15. Issues with bag strength.
 - a. Bags are designed to hold the weight specified on the bag. Since we pay to dispose of trash by weight and we use bags as a pricing mechanism, overfilling the bags is essentially "gaming the system."
16. Use a punch card instead of bags as another way of metering usage.
 - a. The bag program has some overhead with it. Production and shipping of bags to retailers, invoicing retailers and monitoring collections and accounting and remitting to the Town all have a cost. Were the Town to handle bag distribution these activities would have to be handled by employees at some internal cost. The decision to outsource these to the bag manufacturer was based on the fact that the Town's cost to handle these activities internally would have been higher.
 - b. Use of a card instead of special bags would require a transfer station attendant to count bags and punch tickets. It might be difficult to offer different pricing for different size bags or to accurately determine the size of bags when they appear at the transfer station.
 - c. A third way is by selling rolls of stickers that can be applied to any bag. Note that complying bags are easier to identify visually from a distance than bags with a sticker on them.
17. Use split pricing: a lower transfer station sticker for those who wish to use SMART bags and a higher fee sticker for those who do not wish to.
 - a. This strikes me as presenting a number of logistical issues which will complicate both sales of stickers and transfer station operations. It is also the case that the break even price for transfer station stickers that do not require SMART bags will be in excess of \$100 by 2016 as our tipping costs will triple then. Note that the press is reporting that Eastham is considering a \$120 transfer station sticker fee now.

**Town of Wellfleet
Board of Health
Schedule of Fees and Conditions for Solid Waste Disposal
at the Wellfleet Transfer Station**

~~EFFECTIVE 7/1/2013~~

EFFECTIVE 7/1/2014

Residential Waste Disposal

1. Resident Vehicle Sticker

A.	1 st vehicle.....	\$40.00
	\$35.00
B.	2 nd vehicle.....	\$10.00
C.	3 rd vehicle.....	\$40.00
	-----	\$35.00

Stickers are to be permanently affixed to the windshield, lower corner driver's side of the vehicle, and allow unlimited entry for disposal of reasonable quantities of ordinary household waste from a single residence only. All waste must be in Wellfleet designated "Pay as You Throw" bags.

2. Pay As You Throw Bags

A.	large (about 33 gallons).....	\$1.50
B.	medium (about 15 gallons).....	\$1.00
C.	small (about 8 gallons).....	\$.50

3. One Time User Fee.....\$5.00/bag
Pay as You Throw bags not required however, there is a 35 gallon bag limit.

Commercial Waste Disposal

1. Commercial Business Vehicle Sticker

A.	small vehicle (<1 ton).....	\$65.00
B.	large vehicle (>1 ton).....	\$95.00

Disposal of waste from hotels, motels, cottage colonies, condominiums, restaurants, and commercial businesses requires a commercial business vehicle sticker.

2. Commercial Refuse Fee

A.	waste in Pay as You Throw bags.....	free
B.	waste not in Pay as You Throw bags.....	\$80.00/ton

Commercial Refuse Hauler

1. Commercial Refuse Hauler Vehicle Sticker.....\$95.00

2. Commercial Refuse Hauler Residential Refuse Fee.....\$30.00/ton

If waste is to be disposed of at the Wellfleet Transfer Station it is required to be in Wellfleet designated "Pay as You Throw" bags.

Construction and Demolition Disposal

1. Construction and Demolition Disposal Fee.....\$270.00/ton
Construction and demolition includes sheet rock, bricks, asphalt, shingles, windows, doors, and scrap lumber which is cut into six foot lengths.

Bulk Metal

1. Bulk Metal Disposal Fee.....\$40.00/ton

Special Fee Items

Appliances.....	\$5.00 each
-----	\$10.00 each
Carpets.....	\$10.00 each
50 Gallon Drums.....	\$5.00 each
Mattresses and Box Springs.....	\$20.00 each
Petroleum Tanks-300 Gallons.....	\$30.00 each
Propane Tanks- 20 lb Capacity.....	\$3.00 each
Propane Tanks- >20 lb Capacity.....	\$20.00 each
Sofas and Chairs.....	\$10.00 each
Televisions and Computer Monitors.....	\$10.00 each
Car Tires.....	\$2.00 each
Water Tanks.....	\$5.00 each
Other Bulky Items.....	\$10.00 each

THERE WILL BE NO FEE FOR RECYCLABLE MATERIALS



TOWN OF WELLFLEET

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To: Board of Selectmen, Finance Committee
From: Harry Terkanian, Town Administrator
Subject: Long Term Debt Refinance & Limitations on Borrowing during Calendar 2014
Date: March 20, 2014

We are in the process of refinancing Wellfleet's long term debt in order to take advantage of current low rates and our improved bond rating. This memorandum outlines the limitations this refinance places on the Town's ability to borrow in the short term, particularly in connections with projects approved but not yet funded at the 2013 annual town meeting and proposed for the 2014 annual town meeting. The borrowing plan for the 2014 annual town meeting discussed later in this memorandum is the one I will propose to the selectmen and finance committee at their next meetings. The proposal will be largely consistent with the Town's financial policy and will permit the refinance to proceed.

Our advisors estimate that if the refinance can be accomplished at today's rates the Town will save approximately \$578,000 over the 27 year term of the refinanced debt. It is an underwriting condition of the refinance that Wellfleet's long term debt cannot exceed ten million dollars during calendar 2014. The \$10 million ceiling applies to debt which is both authorized and issued¹. Votes authorizing additional debt do not cause us to exceed the limit unless and until bonds have actually been issued. Bonds issues after December 31, 2014 are also permissible.

On March 13th Dawn, Marilyn and I met with the Town's banker to review the status of existing debt. My notes from that meeting reflect the following as the current borrowing status (all numbers are in thousands):

Current debt:	\$9,200
Less: planned 5/1 payment	<u>\$640</u>
Net debt as of 5/1:	\$8,560
Available capacity:	\$1,440 (\$10M less net debt as of 5/1)

Against that capacity there are a number of borrowings authorized at the 2013 annual town meeting but which presently have not been issued. I can adjust the timing of some of these and the proposed 2014 annual town meeting borrowings so that they occur after December 31, 2014:

Fire tanker	\$250	possibly defer to January, 2015
Baker field restrooms	<u>\$324</u>	possibly defer construction portion (\$240) to 2015
Total authorized and unissued	\$574	

Proposed borrowings for the April 2014 annual town meeting:

Elementary school roof	\$270	net long term debt after MSBA contribution – cannot defer
Route 6 engineering	\$50	remainder can be deferred to 2015 and beyond.

¹ This ceiling is not the limit on municipal borrowing set by the Commonwealth. My understanding is that it is a condition of the refinancing transaction which is being considered. Wellfleet's debt is well below the statutory debt ceiling.

Beach parking study	\$40	probably should not be deferred
So. Well parking lot	\$38	need to do in May, 2014 – cannot defer
DPW buildings	\$225	Town hall HVAC, PD boiler
DPW equipment	\$340	compactors, waste trailer, dump truck, scales, etc.
Tennis courts _____	\$160	possibly defer construction to Spring, 2015
Total	\$1,123	

These approved and pending borrowing requests total about \$1,697K (assuming reimbursement from the MSBA of \$137K and an assuming no grant from the USTA for the tennis courts.) The total is more than the remaining borrowing capacity under the \$10M cap (\$1,440K.) With the deferral of \$650K (for the tanker, restroom construction and/or tennis court construction) to calendar 2015, the remaining borrowing (\$1,047) will fit comfortably under the cap. It is also possible that some other building repairs could also be deferred if necessary.

One unanswered question is the effect of the proposed regional school district borrowing to repair the middle school roof. The total new borrowing proposed by the Region is about \$2.4M. Actual long term debt should be reduced to about \$1.50M after MSBA reimbursement of 37%.

Wellfleet's share, which would be included in the region's assessment to the Town, is about 11% of the borrowing cost. The Region is on exactly the same calendar track as Wellfleet's elementary school roof project. The Region will have to sign a project funding agreement with the MSBA in late April or early May, 2014 for the middle school and Wellfleet will have to sign one for the elementary school in the same period or risk losing the reimbursement. Since the borrowing is being done by a separate entity, how does it affect Wellfleet's refinance? It will be difficult for the town to avoid this responsibility even if the Town votes not to approve since the Region's borrowing request does not require unanimous approval of the member towns. Votes of approval by the other member towns will be sufficient to authorize the borrowing without regard to how Wellfleet votes. It would be a shame to see the opportunity to refinance lost due to this. We are seeking to determine the effect the Region's proposed borrowing has on Wellfleet's refinancing.

TOWN OF WELLFLEET
Contract for Designer Services

PROJECT TITLE: Police Station Needs Study

PROJECT TYPE: **Type 1 Contract - Feasibility Study**

This AGREEMENT is made under seal the ___ day of _____ in the year Two Thousand and Fourteen, between the Town of Wellfleet by its Board of Selectmen hereinafter, the AWARDING AUTHORITY, and Kaestle Boos Associates, Inc. acting as PROJECT ARCHITECT.

ARTICLE 1: DEFINITION OF TERMS

- 1.1 GENERAL LAWS -- the General Laws of the Commonwealth of Massachusetts as amended, including any rules, regulations and administrative procedures implementing said laws.
- 1.2 DESIGNER -- the individual or firm performing professional services under this AGREEMENT.
- 1.3 PRINCIPALS -- the registered professional Architects or Engineers listed in response to the Awarding Authority's solicitation of proposals for the Project identified on page 1 (Project Title).
- 1.4 NOTICE TO PROCEED -- written communication from the Awarding Authority, constituting an essential condition of this AGREEMENT, authorizing the Designer to perform services for the project phase to which such Notice shall relate. The Notice to Proceed shall include the basis for compensation, the fixed limit construction cost, if any, and may include the time of submittal. Subsequent written communications amending the Notice to proceed are required to change either a submittal date or the fixed limit construction cost. Proceeding with various phases of contract work is contingent upon the Awarding Authority or its designees' satisfaction with and acceptance of services performed for each phase.
- 1.5 SUBMITTAL DATES -- those dates referred to in the Notice to Proceed or any subsequent amendment thereto.
- 1.6 CONSTRUCTION CONTRACT -- contract for construction of a whole or part of the project, including all change orders.
- 1.7 TOTAL CONSTRUCTION COST -- the sum of the actual construction contract award price and each authorized change order revising the construction contract award price. The construction contract award price shall be the same as the construction price of the lowest responsive, responsible and eligible bidder.

- 1.8 AWARDING AUTHORITY -- The board, commission, agency or department of the Town having authority to award design and construction contracts in connection with the Project.
- 1.9 PROJECT -- the building project for which designer services have been procured under this AGREEMENT, and which is identified on Page 1 (Project Title).
- 1.10 RFQ – The request for qualifications by which the designer services the PROJECT were procured.

ARTICLE 2: CONSULTANTS, SUBCONTRACTING, SUCCESSORS AND ASSIGNS

- 2.1 The Designer shall not employ additional consultants, not named in the proposal(s) nor sublet, assign or transfer any part of his services or obligations under this AGREEMENT without the prior approval and written consent of the Awarding Authority. The Awarding Authority shall not unreasonably withhold such approval. Written consent shall not in any way relieve the Designer from his responsibility for the professional and technical accuracy and the coordination of all data, designs, drawings, specifications, estimates and other work or materials furnished.
- 2.2 Except as otherwise provided in this AGREEMENT or authorized by the Awarding Authority, the Designer shall employ within the basic fee for this project the following consultants where their specific services are required: Architect, Structural Engineer, Civil Engineer, Sanitary Engineer, Mechanical Engineer, Landscape Architect, Cost Estimator, and Electrical Engineer, or any other consultant specifically listed in the proposal. Consultants must be registered in their respective disciplines if registration is required under the applicable General Laws.
- 2.3 When the Designer receives payment from the Awarding Authority, the Designer shall promptly make payment to each consultant whose work was included in the work for which payment was made by the Town. The Awarding Authority shall have the contractual right, but not the obligation, to require corrective measures necessary for the best interests of the Town.

ARTICLE 3: SURVEYS, BORINGS, TESTS, LABORATORIES, PHOTOGRAPHS

- 3.1 The Awarding Authority shall furnish to the Designer available surveys of the project building site, showing the grades and lines of streets, pavements and adjoining properties; the rights, restrictions, easements, boundaries and controls of the site, or sites; reports from any borings, test pits, chemical, mechanical or other tests, any photographs and information as to water, sewer, electricity, steam, gas, telephone and other services.
- 3.2 The Awarding Authority does not guarantee the accuracy of information furnished and the Designer must satisfy himself as to the correctness of data, except in

instances where written exception to the contrary is specifically indicated by the Awarding Authority. If the above data are not available or they are in the opinion of the Designer insufficient, the Designer, upon request, may be given authorization to obtain the services of a consultant or perform the work with his own employees. In no case shall the Designer commence such work without prior written authorization of the Awarding Authority.

- 3.3 During the construction phase of this contract, the Designer may retain the services of a photographer, a qualified testing laboratory, and special field inspectors when required by the project, subject to the prior approval of the Awarding Authority or its designee.
- 3.4 If a consultant's services estimated to cost more than \$25,000 are required, including the services of a qualified testing laboratory functioning under the jurisdiction of both a Massachusetts registered Engineer and licensed inspectors, a detailed description of the proposed services shall be prepared by the Designer and approved by the Awarding Authority. Consultant fee proposals shall be received by the Designer and accompanied with recommendations of approval submitted to the Awarding Authority before any work is authorized. Such consultants shall carry adequate Liability Insurance. When a consultant's services are estimated to cost \$25,000 or less, the Designer shall use established standard rates for such services.
- 3.5 **Intentionally Deleted**
- 3.6 The Awarding Authority will compensate and reimburse the Designer as provided in ARTICLE 9 for the cost of consultant services performed under this Article. For responsibility, coordination inspection, analysis and evaluation of consultant services retained under this ARTICLE, the Designer shall similarly be compensated as provided by ARTICLE 9.

ARTICLE 4: COMPLIANCE WITH LAWS

- 4.1 The Designer shall perform the work required under this AGREEMENT in conformity with all requirements and standards of the Awarding Authority, all applicable laws, statutes, ordinances, by-laws, codes, rules and regulations, and executive orders of the Commonwealth and its political subdivisions, and the Federal Government. The Construction Documents shall comply with all applicable laws, statutes, ordinances, by-laws, codes, rules and regulations, and executive orders. The Designer, including all approved consultants and subcontractors, shall comply with all applicable provisions of the rules and regulations of the President's Committee on Equal Employment Opportunity and Procedures promulgated by the Governor of Massachusetts or his designees, insuring equal opportunity for employees and minority and women-owned business enterprises.

ARTICLE 5: PROFESSIONAL RESPONSIBILITY

5.1 The Designer shall be responsible for the professional and technical accuracy and the coordination of all designs, drawings, specifications, estimates and other work furnished by him or his consultants and subcontractors. The Designer shall staff his office with sufficient personnel to complete the services required under this contract in a prompt and continuous manner, and shall meet the approval schedule and submittal dates established during the course of this AGREEMENT.

The Designer shall commence work under this AGREEMENT upon written notice to proceed issued by the Awarding Authority in conformance with the provisions of Section 1.4 of this AGREEMENT. The Designer shall complete the services required under this AGREEMENT in a prompt and continuous manner, and to meet such time limits as are established during the course of the AGREEMENT and stated in each Notice to Proceed. If the completion of the scope of work is delayed through no fault of the Designer, the time limit may be extended upon written approval of the Awarding Authority.

5.2 The Designer shall furnish appropriate competent professional services for each of the phases to the point where detail checking and reviewing by the Awarding Authority will not be necessary. Any changes, corrections, additions or deletions made by the Awarding Authority shall be incorporated in the design of the Project unless detailed objections thereto are received from the Designer and approved by the Awarding Authority.

5.3 The Designer shall thoroughly acquaint his employees and consultants with all provisions of the General Laws governing the conduct of public construction projects, including but not limited to M.G.L. c.149, and c.30, and in particular, M.G.L. c.30, §39M, wherein the description of material specifications and proprietary items in construction bid documents is governed.

5.4 Neither the Awarding Authority's review, approval or acceptance of, nor payment for any of the services furnished shall be construed to operate as a waiver of any rights under the AGREEMENT or any cause of action arising out of the performance of the AGREEMENT.

5.5 In the event an Owner's Project Manager has been engaged for the project as required by G. L. c. 149, §44A½, the Designer shall cooperate and coordinate his work pursuant to this AGREEMENT with the Project Manager and shall thoroughly acquaint himself and his employees and consultants with the duties and responsibilities of the Project Manager as defined in the latter's contract with the Awarding Authority.

ARTICLE 6: DESIGNER SERVICES

6.1 TYPE 1 CONTRACTS, STUDIES, PROGRAMS, MASTER PLANS, REPORTS (FEASIBILITY STUDY)

1. Upon receipt of a Notice to Proceed from the Awarding Authority acceptable to the Designer, the Designer shall meet as necessary with the Awarding Authority and shall prepare and submit programs, preliminary reports, master plans, studies, sketches, space utilization criteria and estimates in accordance with the Scope of Services set forth in Attachment 1 to this AGREEMENT. Monthly progress reports shall be submitted by the Designer to the Awarding Authority. The Designer shall prepare and submit concept sketches of various design ideas to determine a workable plan solution in terms of the programs, funds available, and as complete an overall design concept as possible including cost estimates. The Designer shall furnish to the Awarding Authority eight (8) copies of the report for final approval on or before the date set forth in the Notice to Proceed or any supplement thereto.

2. Pursuant to M.G.L. c.7, §38H, the Awarding Authority, in its sole discretion, may allow the feasibility designer to continue with the design of this project, pursuant to submission of an additional proposal in accordance with the Designer Selection statute. The Awarding Authority, in its sole discretion, may commission an independent review, by a knowledgeable and competent individual or business doing such work, of the feasibility Designer's work to insure its reasonableness and its adequacy prior to allowing the Designer to continue on the project.

Drawings shall be furnished to the Awarding Authority by the Designer.

ARTICLE 7: DESIGNER'S BASIC FEE

7.1 For the performance of all services required under the terms of this AGREEMENT and excluding those services specified under ARTICLES 8, 9 and 10, the Designer shall be compensated by the Awarding Authority in accordance with the lump sum fee for this project. The fee for this project is a lump sum of \$25,000. Payment of the fees shall be based on the attached Proposed Fee Payment Schedule. Performance of Part 2 Sections 3-4 of the Scope of Services and the related Fee Payments will require the prior written approval of the Town of Wellfleet.

For purposes of this AGREEMENT the services required shall be those specified in the Scope of Services detailed in the Wellfleet Police Station Needs Study Request for Qualifications dated November, 2013 and attached to this AGREEMENT; and, the Qualifications Statement submitted by Kaestle Boos Associates, Inc. on December 19, 2013 and attached to this AGREEMENT.

7.2 If there is a material change in the scope of services provided in this agreement, the Designer and the Awarding Authority will mutually agree to an adjustment in the Designer's Basic Fee. Delay of one year or more by the Awarding Authority plus a significant change in the estimated construction cost of the project will be considered a material change in scope of services.

7.3 The basic fee shall be paid to the Designer in accordance with Attachment B to this agreement. Billings for services shall be made monthly and shall be in proportion to the amount of work completed.

ARTICLE 8: ADDITIONAL COMPENSATION

8.1. With the formal written approval of the Awarding Authority, the Designer shall perform all or any of the following services in addition to the services performed pursuant to ARTICLE 6 above: (1) making measured drawings of existing construction facilities when required for planning additions, or alterations thereto; (2) revising previously approved drawings, specifications or other documents to accomplish changes authorized by the Awarding Authority; (3) preparing documents for alternate bids requested by the Awarding Authority except alternates prepared by the Designer to adjust the fixed limit construction cost, if any; (4) providing consultation concerning replacement of any work damaged by fire or other cause during construction and furnishing professional services of the type set forth in ARTICLE 6 as may be required in connection with the replacement of such work; (5) providing professional services made necessary by the default of the contractor in the performance of the construction contract; (6) providing services after final payment to the contractor; (7) for preparing change orders and supporting data, except as set forth in ARTICLE 10; (8) revising working plans and specifications submitted in their final and complete form for which bids were not received within six months after submission; (9) making

studies other than those normally required and preparing applications and reports to assist the Awarding Authority in obtaining federal and/or state aid; (10) preparing operating and maintenance manuals; (11) observing the balancing of air and water circulation systems and reporting the results thereof; (12) observing and setting and adjusting automatic controls and reporting the results thereof; (13) assisting the Awarding Authority in litigation arising out of the construction contract; and (14) performing any other professional services not otherwise required under this Contract.

- 8.2 For the services provided pursuant to paragraph 1 of this ARTICLE, the Designer shall be compensated by the Awarding Authority at the rates set forth in Attachment B.

ARTICLE 9: REIMBURSEMENT

- 9.1 The Designer shall be reimbursed by the Awarding Authority:(a) at one and one tenth (1.1) times the actual cost to the Designer of consultants hired to obtain any data in accordance with ARTICLE 3 above, provided, however, that no reimbursement for such expense shall be made unless the rates of compensation for said consultant services have been approved by the Awarding Authority or its designee, which may approve a lump sum fee; (b) at one and one tenth (1.1) times the actual cost to the Designer of special consultants not specified in ARTICLE 2, and approved by the Awarding Authority or its designee, provided, however, that no reimbursement for such expense shall be made unless the rates of compensation for said consultant services shall have been approved in writing by the Awarding Authority or its designee, which may approve a lump sum fee; (c) any other specially authorized reimbursement, including special printing; and (d) for all printing and reproduction costs.

ARTICLE 10: DESIGN FEES AND RESPONSIBILITY FOR MODIFICATIONS, CHANGE ORDERS

- 10.1 The Designer shall be compensated in accordance with the rates specified in ARTICLE 8 for the services of its employees or any consultant listed in ARTICLE 2 for the preparation of modifications, change orders and supporting data. The Designer shall not be compensated for any services involved in preparing change orders required to make unit price adjustments due to existing conditions. Changes for which the Designer receives no compensation under this ARTICLE shall be "no fee modifications" or "no fee change orders." The fact that the Designer receives no fee shall not limit the Town's legal remedies regarding such changes.

Any services in connection with change orders and change directives which are necessitated by a lack of reasonable clarity, deficiencies or conflicts in the Construction Documents or other errors or omissions of the Designer, or which

result from existing conditions encountered in the building which should have been anticipated by the Designer based on reasonable investigation of said building as required herein, shall not qualify as additional services and shall be performed within the scope of Basic Services.

- 10.2 Payments for modifications or change orders to the Designer shall be made upon completion of the Designer's work under such modifications or change orders.

ARTICLE 11: TERMINATION, NO AWARD

- 11.1 By written notice to the Designer, the Awarding Authority may terminate this contract at any time. If any such termination shall occur without the fault of the Designer, all compensation and reimbursement due to the Designer up to the date of termination, in accordance with all contract terms, shall be paid to the Designer by the Awarding Authority. Such payment shall not exceed the fair value of the work, as the Awarding Authority shall determine.
- 11.2 By written notice to the Awarding Authority, the Designer may terminate this contract (1) if the Awarding Authority, within sixty (60) days following written notice from the Designer of any default by the Awarding Authority under the AGREEMENT, shall have failed to remove such default or (2) if, after the Designer shall have performed all services required of the Designer in Phase 1, Phase 2, or Phase 3 of the Project, if applicable, at least six (6) months shall have lapsed without receipt by the Designer of Notice to Proceed with the next phase of the Project. Upon any such termination by the Designer all compensation and reimbursement payable to the Designer in accordance with the AGREEMENT up to and including the date of termination shall be paid to the Designer by the Awarding Authority.

ARTICLE 12: RELEASE AND DISCHARGE

- 12.1 The acceptance by the Designer of the last payment for services paid under the provisions of ARTICLES 11 and 12 in the event of contract termination shall in each instance operate as and be a release to the Awarding Authority, and every member or agent thereof, from all claims and liability to the Designer for payment on account of services performed or reimbursable expenses incurred under this AGREEMENT, except for those written claims submitted by the Designer to the Awarding Authority with the last payment requisition.

ARTICLE 13: NOTICES, APPROVALS, INVOICES

- 13.1 Any notice required under this contract to be given by the Awarding Authority to the Designer, or by the Designer to the Awarding Authority, shall be deemed to have been so given, whether or not received, if mailed by prepaid postage by, respectively, the Awarding Authority to the Designer at the address specified for the Designer on Page 1, or the Designer to the Awarding Authority.
- 13.2 Written approval by the Awarding Authority for Extra compensation as provided under ARTICLES 8 and 9, Reimbursements, shall be in the form of a letter issued by the Awarding Authority.
- 13.3 All invoices may be submitted monthly and subject to contract terms and proper documentation will be promptly processed by the Awarding Authority or returned

to the Designer. No invoice, however, shall be required to be submitted or processed when the net amount due is less than \$100.00.

- 13.4 Invoices for services under ARTICLE 6 where such invoices pertain to design services during construction shall also describe the names, payroll titles, and dates of site visits required for construction-phase services.
- 13.5 Invoices submitted for services which have not been previously authorized in writing shall be returned to the Designer.
- 13.6 Requests for previously authorized expenses of any nature must be accompanied by a billing or receipt from the source of the expense.

ARTICLE 14: INSURANCE

- 14.1 The Designer shall at his own expense obtain and maintain a Professional Liability Insurance policy for errors, omissions or negligent acts arising out of the performance of this AGREEMENT in a minimum amount of \$ 1,000,000.
- 14.2 The coverage shall be in force from the time of the agreement to the date when all construction work designed under the contract is completed and accepted by the Awarding Authority. If, however, the policy is a claims made policy, it shall remain in force for a period of six (6) years after substantial completion.

Since this insurance is normally written on a year-to-year basis, the Designer shall notify the Awarding Authority should coverage become unavailable.
- 14.3 The Designer shall, before commencing performance of this contract, provide by insurance for the payment of compensation and the furnishing of other benefits in accordance with M.G.L. c.152, as amended, to all employed under the contract and shall continue such insurance in full force and effect during the term of the contract. The Designer shall also maintain broad public liability insurance to protect against damage or injury to persons or property.
- 14.4 The Designer shall carry insurance in a sufficient amount to assure the restoration of any plans, drawings, computations, field notes or other similar data relating to the work covered by this contract in event of loss or destruction until the final fee payment is made or all data are turned over to the Awarding Authority.
- 14.5 Certificates and any and all renewals substantiating that required insurance coverage is in effect shall be filed with the Agreement. Any cancellation of insurance whether by the insurers or by the insured shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the Town at least fifteen days prior to the intended effective date thereof, which date should be expressed in said notice. The Designer shall

indemnify, defend, and hold the Awarding Authority harmless from and against any and all claims, demands, liabilities, actions, causes of actions, costs and expenses arising out of the Designer's breach of the Agreement or the negligence or misconduct of the Designer or the Designer's agents or employees.

- 14.6 Upon request of the Designer, the Awarding Authority reserves the right to modify any conditions of this Article.

ARTICLE 15: SUPPLEMENTAL CONTRACT DATA; LEGAL REQUIREMENTS

- 15.1 The Designer hereby certifies:
- (i) if an individual, the individual is a registered architect;
 - (ii) if a partnership, a majority of all the partners are persons who are registered architects;
 - (iii) if a corporation, sole proprietorship, joint stock company or other entity, the majority of the directors or a majority of the stock ownership and the chief executive officer are persons who are registered architects, and the person to have the project in his or her charge is a registered architect;
 - (iv) if a joint venture, each joint venturer satisfies the requirements of this section. (Statutory reference: M.G.L. c.7, §38A½)
- 15.2 The Designer hereby certifies that it has not given, offered or agreed to give any person, corporation or other entity any gift, contribution or offer of employment as an inducement for, or in connection with the award of this Agreement. (Statutory reference: M.G.L. c.7, §38H(e)(i))
- 15.3 The Designer hereby certifies that no consultant to or subcontractor for the Designer has given, offered or agreed to give any gift, contribution or offer of employment to the Designer, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the consultant or subcontractor of a contract by the Designer. (Statutory reference: M.G.L. c.7, §38H(e)(ii))
- 15.4 The Designer hereby certifies that no person, corporation or other entity, other than a bona fide full-time employee of the Designer, has been retained or hired by the Designer to solicit for or in any way assist the Designer in obtaining this Agreement upon an agreement or understanding that such person, corporation or other entity be paid a fee or other consideration contingent upon the award of this Agreement to the Designer. (Statutory reference: M.G.L. c.7 §38H(e)(iii))
- 15.5 The Designer hereby certifies that it has internal accounting controls as required by subsection (c) of section thirty-nine R of chapter thirty and that the

Designer filed and will continue to file an audited financial statement as required by subsection (d) of said section thirty-nine R. (Statutory reference: M.G.L. c.7, §38H(e)(iv))

15.6 The Designer shall maintain all books, records, and accounts related to the Project in compliance with the following:

1. The Designer shall make, and keep for at least six years after final payment, books, records, and accounts which in reasonable detail accurately and fairly reflect the transactions and dispositions of the Designer.
2. Until the expiration of six years after final payment, the Awarding Authority, the office of the inspector general and the deputy commissioner of capital planning and operations shall have the right to examine any books, documents, papers or records of the Designer or of its consultants that directly pertain to, and involve transactions relating to, the Designer or its consultants.
3. The Designer shall describe any change in the method of maintaining records or recording transactions which materially affects any statements filed with the Awarding Authority, including in the Designer's description the date of the change and reasons therefor, and shall accompany said description with a letter from the Designer's independent certified public accountant approving or otherwise commenting on the changes.
4. The Designer has filed a statement of management on internal accounting controls as set forth in Paragraph (6) below prior to the execution of this Agreement.
5. The Designer has filed prior to the execution of this Agreement and will continue to file annually, an audited financial statement for the most recent completed fiscal year as set forth in subparagraph 15.6.8 below.
6. The Designer shall file with the Awarding Authority a statement of management as to whether the system of internal accounting controls of the Designer and its subsidiaries reasonably assures that:
 - (a) transactions are executed in accordance with management's general and specific authorization;
 - (b) transactions are recorded as necessary:
 1. to permit preparation of financial statements in conformity with generally accepted accounting principles; and

2. to maintain accountability for assets;
 - (c) access to assets is permitted only in accordance with management's general or specific authorization; and
 - (d) the recorded accountability for assets is compared with existing assets at reasonable intervals and appropriate action is taken with respect to any difference.
7. The Designer shall also file annually with the Awarding Authority a statement prepared and signed by an independent certified public accountant, stating that such accountant has examined the statement of management on internal accounting controls, and expressing an opinion as to:
- (a) whether the representations of management in response to this paragraph and paragraph 15.6.6(b) above are consistent with the result of management's evaluation of the System of internal accounting controls; and
 - (b) whether such representations of management are, in addition, reasonable with respect to transactions and assets in amounts which would be material when measured in relation to the Designer's financial statements.
8. The Designer shall annually file with the Awarding Authority during the term of this Agreement a financial statement prepared by an independent certified public accountant on the basis of an audit by such accountant. The final statement filed shall include the date of final payment. All statements shall be accompanied by accountant's report.
9. Records and statements required to be made, kept or filed in compliance with the provisions of this paragraph 15.6 shall not be public records and shall not be open to public inspection, except as provided in subparagraph 15.6.2. (Statutory reference: M.G.L. c.30, §39R)
- 15.7 The Designer and its consultants shall not be compensated for any services involved in preparing changes that are required for additional work that should have been anticipated by the Designer in the preparation of bid documents, as reasonably determined by the Awarding Authority. (Statutory reference: M.G.L. c.7, §38H(J))
- 15.8 Life-cycle cost estimates for the Project shall be obtained at an initial stage and as a regular part of the services to be performed under this Agreement. (Statutory reference: M.G.L. c.149, §44M)

- 15.9 The Designer hereby certifies under penalties of perjury that the Designer has complied with all laws of the Commonwealth of Massachusetts relating to taxes. (Statutory reference: M.G.L. c.62C, §49A)

ARTICLE 16: MISCELLANEOUS PROVISIONS

- 16.1 One (1) reproducible copy of all Drawings and Specifications furnished by the Designer and all other documents prepared by the Designer shall become the property of the Awarding Authority. Ownership of the stamped drawings and specifications shall not include the Designer's certification or stamp. Any re-use of such Drawings and/or Specifications without the Designer's written verification of suitability for the specific purpose intended shall be without liability or legal exposure to the Designer or to the Designer's independent professional associates, subcontractors or consultants. Distribution or submission to meet official regulatory requirements or for other purposes in connection with the project is not to be construed as an act in derogation of the Designer's rights under this AGREEMENT.
- 16.2 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, and personal representatives.
- 16.3 This Agreement represents the entire agreement between the Awarding Authority and the Designer, and supersedes any prior agreements whether oral or written. This Agreement may be amended only by written instrument executed by both the Awarding Authority and the Designer.
- 16.4 The Designer agrees that the Awarding Authority and any of its officer or employee assumes no personal liability under this Agreement.
- 16.5 This Agreement shall be governed by the laws of the Commonwealth of Massachusetts.
- 16.6 In the event any provision of this Agreement shall be held to be invalid or unenforceable for any reason, such invalidity or unenforceability shall attach only to such provision and shall not affect or render invalid or unenforceable any other provision of this Agreement.
- 16.7 The parties to this Agreement acknowledge that this contract is funded in part by moneys provided by the Commonwealth of Massachusetts. Pursuant to the Construction Reform Law, Chapter 193 of the Acts of 2004, and the revisions it made to M.G.L. c. 23A, §44 and M.G.L. c. 7, §40N, municipalities must now incorporate Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) goals into both their design and construction procurement for municipal contracts for: the planning, acquisition, design, construction, reconstruction, alteration, remodeling, repair or demolition of any state assisted building project by any municipality that includes funding provided by the Commonwealth, in

whole or in part. The Minority and Women Business participation goals applicable to services provided under this Agreement are 8% and 4% respectively.

SIGNATURES

IN WITNESS WHEREOF, on the day and year hereinabove first written, the Designer has caused this agreement to be signed and sealed in its name and behalf, and its corporate seal to be hereto affixed by the signatory below authorized to do so, and the _____ has signed this agreement on behalf of the Awarding Authority.

Accepted by Designer

Accepted by Awarding Authority

By: _____

By: _____

Title: _____

Date: _____

Witness: _____

Title: _____

Date: _____

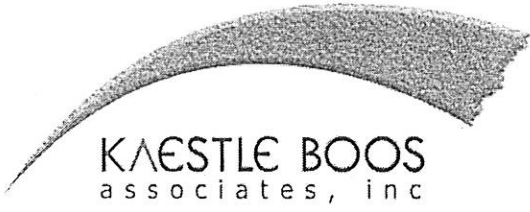
Witness: _____

I hereby certify that there is an appropriation available for the amount of the Agreement and that the _____ is authorized to execute this Agreement and approve all requisitions and change orders.

Town Accountant

Approved as to Form

Town Counsel



Wellfleet Police Station Study

Proposed Fee Payment Schedule

Parts 1-2

Needs Assessment	\$2,000
Space Needs Program	\$3,500
Existing Conditions Assessment	\$9,500
Program Test Fit	\$3,500
Evaluation Report	<u>\$1,500</u>
Subtotal	\$20,000

Parts 3-4

Conceptual Design	\$3,500
Project Cost Estimate	<u>\$1,500</u>
Subtotal	\$5,000



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: March 21, 2014, 2014

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

- 1 The DPW is planning an Amnesty Day on Saturday April 19th. Proposed flyer attached.
- 2 Meals on Wheels. "Mayors for Meals" was on March 19th. I participated in Wellfleet's behalf.
- 3 Contract signed with Virtual Towns & Schools to migrate data to new web site and train staff.
- 4 We received a \$30,696.81 check which represents a refund of funds the County had been holding for Wellfleet projects.
- 5 Parking fines. I have inserted a warrant article for special legislation and will schedule a hearing on April 22 if the Board votes to proceed with the fine increases at the March 25th meeting.
- 6 Harbor Dredging. Met with harbormaster to review current status of the project. Have held discussions (Amy) with Orleans Harbormaster and Eastham DPW Director regarding rock harbor dredging plans. Plan to speak with County dredge operator. Preparation of a status report to the Board planned.
- 7 Herring River Restoration. Most recent meeting was on March 11th.
- 8 Public Works Projects:
 - a. Town Hall and Beach Sticker Building. At our request to the CLC, Rise Engineering was her on March 18th to inspect the town hall HVAC system to see what financial support is available from CLC for an energy efficient repair of the HVAC system and boiler. Rise also inspected the beach sticker building to evaluate possible HVAC and insulation upgrades.
 - b. Elementary School Roof. Roof design is now 60% complete. Most recent status conference was on March 20th. Next review by Mass SBA is April 21st, next Town action is project funding at the April 28th annual town meeting. Assuming town meeting approval and approval of a debt exclusion, the Town will execute a project funding agreement with MSBA and proceed to invite bids for the roof replacement.
 - c. Water System Expansions. Work is continuing.
 - d. Baker Field Drainage and Tennis Courts Reconstruction. Coastal Engineering has been requested to complete the engineering design for the project. 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. We hope to have a response to the grant application in time for town meeting. 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 awarded February 25th.
- f. Police Station. Four firms have been selected by the designer selection committee. One firm has withdrawn. Interviews with the remaining three finalists were conducted on March 5th and 12th. Kaestle Boos Associates, Inc. was ranked highest by the committee and work is in process on a contract.
- g. Waterfront building needs study. We have issued a RFQ for proposals to study the needs of the harbormaster, beach sticker sales and shellfish departments and to make recommendations. Responses are due May 1, 2014 and a link to the RFQ and supporting documents is on the "Invitation to Bid" tab on the town's home page.
- h. Route 6 & Main Street. Wellfleet's request to add this project to the TIP was heard at a meeting at the Cape Cod Commission at 8:30 AM on March 14th. Tim King, Mark Vincent, and Gerry Parent attended. We are awaiting the committee's decision. ATA King is preparing a RFP for engineering services to begin design work. We will be asking the board to appoint designer selection committee to review responses.
- i. Municipal fiber network. Construction of the fiber portion has commenced. 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.
- j. Request for additional crosswalk on Main Street in the vicinity of Bank Street and Main Street. Since the location is not appropriate for a crosswalk, the DPW and will proceed with "Slow" pavement marking and a "Slow – Town center" sign on Main Street.

9 Personnel Matters:

- a. Administrative actions: None.
- b. Current employment vacancies (Charter 5-3-2 (i)):
 - i. DPW. Two vacancies: equipment operator positions.
 - 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. The vacancy due to a Firefighter/EMT resignation was filled by appointment on February 25th. The newly appointed EMT/FF will need academy training in the Fall but is expected to complete orientation and begin a regular shift later this month. Of the two Firefighters out on 111F, one has returned and the second is cleared to return to duty on March 8th.

**TOWN OF WELLFLEET * TRANSFER STATION
AMNESTY DAY**

APRIL 19, 2014

8 am - 2 pm

No PAYT bags are required for this one event.

NOTE - Hours: 8:00 am to 2:00 pm. Transfer Station will close at 2:00 p.m.!!!

This event is for WELLFLEET HOMEOWNERS spring clean-up only!!
All Transfer Station rules and regulations apply.

The following rules and limits will apply during Amnesty Day:

- One load of homeowner demolition or bulky waste per household will be accepted at no charge. Additional loads will be charged the standard fee.
- Commercial solid waste, demolition materials and scrap metal will be billed at the standard tonnage rate.
- Limits on bulky items are as follows:
 - ◆ Tires: off the rims - limit 4 per household
 - ◆ Appliances: 2 per household
 - ◆ Mattresses or box springs: 4 per household
 - ◆ Furniture: 4 items per household
 - ◆ Televisions or computer monitors: 2 per household
- Paints will be accepted at the paint recycling shed. Normal recycling rules apply.
- NO Hazardous Waste

WELLFLEET TRANSFER STATION STICKER REQUIRED

Stickers are sold at the Transfer Station gate house

TRANSFER STATION WILL CLOSE AND GATES WILL BE
LOCKED AT 2:00 PM



Town of Wellfleet Committee Vacancies

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

Date: March 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.

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.

Personnel Board (4 Community Members)

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

Requesting Appointment: No applications on file.

Shellfish Advisory Committee (7 Members, 2 Alternates)

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

Requesting Appointment: No applications on file.

**Wellfleet Board of Selectmen
Minutes of the Meeting of March 11, 2014
Council On Aging Building, 7:00 p.m.**

Present: Paul Pilcher, John Morrissey, Jerry Houk, Dennis Murphy; Town Administrator Harry Sarkis Terkalian.

Regrets: Berta Bruinooge

Vice Chair Paul Pilcher called the meeting to order at 7:00 p.m.

Announcements, Open Session and Public Comment

- Town Administrator Harry Terkalian announcements:
 - Standard & Poor has informed the Treasurer that Wellfleet's credit rating has been raised from "AA" to "AAA." This is a reflection of the responsible way in which Wellfleet manages its finances.
 - Environmental Partners Group has submitted the oyster reef and storm water runoff project to the American Public Works Association (APWA) for their 2014 National Awards Competition. This project has already received a state wide award in 2013.

Appointments

Motion 14-0215: Murphy moved to approve the appointment of Lonni Briggs to the Recycling Committee for a three year term ending on June 30, 2017. Morrissey seconded the motion and it passed 4-0.

Motion 14-0216: Morrissey moved to approve the appointment of Lawrence Franke to the Energy Committee as an alternate for a two year term ending on June 30, 2016. Houk seconded the motion and it passed 4-0.

Use of Town Property

Motion 14-0217: Houk moved to approve the application received from Tony Conte from the Wellfleet Soccer Club to use Baker's Field (soccer field) on Wednesday, May 28, 2014 from 5:00 p.m. to 8:00 p.m. and Sunday, June 1, 2014 from 12:00 p.m. to 5:00 p.m. for the 3rd Annual Cape Cod Cup Soccer Tournament sponsored by Wellfleet Recreation, pending the Town's receipt of proof of insurance. Murphy seconded the motion and it passed 4-0. [Processing and Use of Town Property fees waived].

Motion 14-0218: Houk moved to approve the application received from Frank Szedlak, Jr. from the American Legion to use the front and side lawn of Town Hall on Monday, May 26, 2014 (Memorial Day) from 8:00 a.m. to 11:00 a.m. for a Memorial Day Service. Murphy seconded the motion and it passed 4-0. [Processing and Use of Town Property fees waived].

Motion 14-0219: Houk moved to approve the application received from Barbara Anderson of Wellfleet Gardeners Club to hold a plant sale on Saturday, May 24, 2014 from 6:00 a.m. to 1:00 p.m. on the Town Hall driveway next to Abiyoyo. Morrissey seconded the motion and it passed 4-0. [No processing or Use of Town Property fees apply].

Motion 14-0220: Murphy moved to approve the application received from Jocelyn Campbell and Patrick Bianchi to use Indian Neck Beach for a wedding ceremony attended by 100-125 guests on Saturday, June 21, 2014 from 3:30 to 5:30 p.m. Morrissey seconded the motion and it passed 4-0. [Processing fee \$20. Use of Town Property fee \$100].

Appointments, cont.

Motion 14-0221: Morrissey moved to approve the appointment of Sara Hutchings to the Bike and Walkways Committee to fill the remainder of Alan Platt's term ending on June 30, 2014. Houk seconded the motion and it passed 4-0.

Public Hearing(s) [7:15]

Liquor License

Motion 14-0222: Morrissey moved to approve the application received from S.P.A.T. for a two day Beer and Wine License at the contained beer and wine tent behind Town Hall on Saturday, October 18, 2014 from 10:00 a.m. to 5:00 p.m., and Sunday, October 19, 2014 from 10:00 a.m. to 5:00 p.m. Mac Hay said that the only potential change would be the location of the beer tent, subject to drainage issues. Terkanian said event details would be addressed in a MOU with S.P.A.T. Houk seconded the motion and it passed 4-0.

Use of Town Property, cont.

OysterFest

Shellfish Promotion and Tasting (SPAT) requested the use of the several Town property locations from Tuesday, October 14, 2014 at 12:00 a.m. to Tuesday, October 21, 2014 at 12:00 a.m. for Wellfleet OysterFest activities. Morrissey discussed Use of Town property fees and wanted to ask for 10% of profits from the gate fee. He also asked for 2013 financials and cost analysis of the 2013 OysterFest from S.P.A.T. Mac Hay noted that S.P.A.T. will reimburse the Town for additional services utilized during OysterFest (i.e. Police, DPW, Fire, etc.) but requesting additional fees from S.P.A.T. is not just about sharing revenue but changing the nature of the non-profit mission. He further noted that the Town is going against its own Use of Town Property policy which states that fees are waived for use by non-profit organizations. Murphy said that the Town and S.P.A.T. need to trust each other to take reasonable steps to work together with agreed conditions formulated in a MOU with the Town Administrator. All of the Selectmen did compliment S.P.A.T. on the success of the event and the benefits to the Town. The Selectmen agreed to take a vote on the Use of Town Property request with the agreement that S.P.A.T. would return to the Board on April 8, 2014 for further discussion on the Use of Town Property fee issue.

Motion 14-0223: Murphy moved to approve Shellfish Promotion and Tasting's (S.P.A.T.) request to use several Town property locations (see attached Use of Town Property request for full venue and activity list) from Tuesday, October 14, 2014 at 12:00 a.m. to Tuesday, October 21, 2014 at 12:00 a.m. for Wellfleet OysterFest activities, with the understanding that S.P.A.T would return before the Board of Selectmen to discuss outstanding use of Town Property fee and parking issues. Houk seconded the motion and it passed 3-1 (Pilcher).

Business

Community Development Partnership organization update

Jay Coburn, Community Development Partnership (CDP) Executive Director, gave an annual update of CDP programs to benefit residents and businesses on the Lower and Outer Cape¹. Programs include affordable housing opportunities and assistance, first time homebuyer's assistance, Cape and Islands Green, housing rehabilitation loan program, small business micro loans and business education workshops, and collaboration with the Cape Cod Fisheries Trust to aid local fishermen.

Proposal to adopt the Stretch Energy Code

Marcus Springer, chair of the Energy Committee, reviewed the benefits of implementing the Stretch Energy Building Code, which anticipates the new building code by three years and would affect new construction, additions, renovations and affordable housing². Historic buildings are exempt from the Stretch Code. Additional construction costs to meet the Stretch Code would scale to the size of the construction project. If passed at Town meeting, the Stretch Energy Code would enable the Wellfleet to qualify for the Green Communities Act. Springer estimates that the Town would be eligible for approximately \$140,000 in grant funds to be used for energy efficient upgrades to municipal buildings. Once a Green Community, the Town would also be eligible to apply for additional energy efficiency grants. Murphy encouraged the Energy Committee to have a public hearing regarding Stretch Code. The bylaw itself is fixed by the DOER and

cannot be changed. Truro and Provincetown adopted this bylaw three years ago. The Town will be obliged to adopt any new Stretch Code enacted by the state but the Town also has the option to rescind the bylaw once adopted. The idea is to bring down the energy costs of your home. From the audience, Tom Reinhart thinks that we will quickly reach the point where the Stretch Code cannot sustain continual updates. Local builder Steve Curley does not think the Stretch Code should be adopted in Wellfleet because it puts an added financial burden on residents trying to make upgrades to their homes. Energy Committee member Lilli Green questioned the process of putting the bylaw on the Annual Town Meeting Warrant.

Proposed fencing at Indian Neck Parking Area

Trudy Vermerhen, co-chair of the Conservation Commission, reviewed a map of Indian Neck/Chipman's Cove that pointed to new vehicular paths in the conservation area. The Conservation Commission is proposing the installation of split rail fencing to help negate the destruction of vegetation, wildlife habitat and increased erosion³. Members of the Conservation Commission have spoken with the Shellfish Advisory Board for guidance. The Board of Selectmen suggested that the Conservation Commission hold a public hearing to discuss the issue to come up with possible solutions.

Resolution in support of the Rt. 6/Main St. Improvement project

The transportation subcommittee of the Cape Cod Commission will hold a hearing on March 14, 2014 to discuss local area projects to include in the Transportation Improvement Plan (TIP). Wellfleet will send Assistant Town Administrator Tim King to request inclusion of the Rt.6/Main Street intersection project in the TIP. Selectmen Dennis Murphy and Planning Board Chair Jerry Parent will also attend the hearing. Terkanian asked the Selectmen to approve a resolution in support of the Route 6/Main Street improvement project for submission at the March 14 hearing.

Motion 14-0224: Morrissey moved to approve the Board of Selectmen Resolution to support the Rt. 6/Main Street improvement project inclusion in the Transportation Improvement Plan. Murphy seconded the motion and it passed 4-0.

Acting Chair Paul Pilcher called recess from 8:25-8:32

Continued review of 2014 ATM Warrant

Terkanian presented the proposed Articles⁴ for the Annual Town Meeting to be held at 7:00 p.m. on April 28, 2014 at the Wellfleet Elementary School and reviewed a memo with proposed actions to the FY2015 Operating Budget and 2104 Annual Town Meeting Warrant⁵.

The Selectmen reviewed the draft Articles and took action on the following:

Budget Articles

The BOS deferred action on Article **A** FY2014 Operating Budget until their March 25 meeting.

The BOS deferred action on Article **B** Transfer of funds to supplement FY 2013 operating and capital budgets until the Annual Town Meeting on April 28.

The BOS deferred action on Article **C** FY2014 Capital Budget until their March 25 meeting.

Motion 14-0225: Murphy moved to recommend Article **D** Marina Enterprise Fund Budget. Houk seconded the motion and it passed 4-0.

Motion 14-0226: Murphy moved to recommend Article **E** Water Enterprise Fund. Morrissey seconded the motion and it passed 4-0.

Charter Amendment Articles

Motion 14-0227: Murphy moved to recommend Article **AA** Appoint Alternate Member to the Board of Assessors. Morrissey seconded the motion and it passed 4-0.

Financial Articles

Motion 14-0228: Houk moved to recommend Article **BA** to accept the provisions of G. L. c. 59, §5N added by c.108, §8A of the Acts of 2012, Veteran Work-off Abatement Program. Murphy seconded the motion and it passed 4-0.

Motion 14-0229: Murphy moved to recommend Article **BD** Fund the Collective Bargaining Agreement Wellfleet Permanent Firefighters. Morrissey seconded the motion and it passed 4-0.

The BOS deferred action on Article **BE** Fund the Collective Bargaining Agreement Wellfleet Police Officers Union until the Annual Town Meeting on April 28.

Motion 14-0230: Morrissey moved to recommend Article **BF** Fund the Collective Bargaining Agreement Wellfleet Communications Union. Houk seconded the motion and it passed 4-0.

Motion 14-0231: Murphy moved to recommend Article **BG** Fund the Collective Bargaining Agreement Wellfleet Communications Union. Morrissey seconded the motion and it passed 4-0.

Terkanian told the BOS that he would add another Article by the March 25 meeting to fund the DPW Teamsters agreement, in the event that the contract is approved prior to Town Meeting.

Motion 14-0232: Murphy moved to recommend Article **BH** Appropriation for Chapter 90 Matching Funds. Morrissey seconded the motion and it passed 4-0.

Motion 14-0233: Murphy moved to recommend Article **BK** Community Preservation Fund Percentage Allocation Article. Morrissey seconded the motion and it passed 4-0.

Motion 14-0234: Morrissey moved recommend Article **BL** Community Preservation Fund Appropriation: Housing Rental Assistance Program. Murphy seconded the motion and it passed 3-0 (Pilcher recused himself from the vote).

Motion 14-0235: Houk moved to recommend Article **BM** Community Preservation Fund Appropriation: Affordable Accessory Dwelling Units. Morrissey seconded the motion and it passed 4-0.

Motion 14-0236: Houk moved to place and recommend Article **BN** Community Preservation Fund Appropriation: The preservation of town records through a storage management system. Morrissey seconded the motion and it passed 4-0.

Motion 14-0237: Murphy moved recommend Article **BO** Community Preservation Fund Appropriation: Creation of an archival system for the Wellfleet Historical Society and Museum. Morrissey seconded the motion and it passed 4-0.

Motion 14-0238: Morrissey moved to place and recommend Article **BP** Community Preservation Fund Appropriation: Historic restoration of Duck Creek Cemetery. Murphy seconded the motion and it passed 4-0.

Motion 14-0239: Morrissey moved to recommend Article **BQ** Community Preservation Fund Appropriation: Historic restoration of the Weidlinger House. Pilcher seconded the motion and it passed 3-0-1 (Houk).

Motion 14-0240: Murphy moved to recommend Article **BR** Community Preservation Fund Appropriation: Restoration of Gull Pond Landing. Morrissey seconded the motion and it passed 4-0.

Motion 14-0241: Murphy moved to recommend Article **BS** Community Preservation Fund Appropriation: Rehabilitation of the Town Tennis Courts. Morrissey seconded the motion and it passed 4-0.

Motion 14-0242: Morrissey moved to recommend Article **BT** Community Preservation Fund Appropriation: Relocation and the construction of a new SEABABIES playground. Murphy seconded the motion and it passed 4-0.

Motion 14-0243: Houk moved to recommend Article **BU** Debt exclusion for borrowing for repaving and restriping Town parking lots. Morrissey seconded the motion and it passed 4-0.

The BOS deferred action on Article **BV** Debt exclusion for borrowing to pay for the cost to enlarge the concrete pad at the Transfer Station until their March 25 meeting. Terkanian may request removal of the Article from the Warrant.

The BOS deferred action on Article **BW** Debt exclusion for borrowing to pay for the cost of replacing a portion of the roof on the Wellfleet Elementary School until their March 25 meeting.

The BOS deferred action on Article **BX** Debt exclusion for borrowing to pay for the cost of Wellfleet's allocation to replace the Nauset Regional Middle School roof of the roof until their March 25 meeting.

Motion 14-0244: Murphy moved to recommend Article **BY** to authorize funding to study ways to improve Wellfleet beach parking and beach access issues. Morrissey seconded the motion and it passed 4-0.

The BOS deferred action on Article **BZ** to authorize funding for the bid, design, permitting and other planning and study documents necessary to move forward with future improvements to the Route 6 and Main Street intersection in Wellfleet until their March 25 meeting. Terkanian may reduce the funding amount.

Motion 14-0245: Morrissey moved to recommend Article **BAA** rescind \$4,800,000 of the borrowing authorized under Article 27 of the April 26, 2010 Annual Town Meeting, said funding originally appropriated for the purpose of planning, designing and constructing water mains throughout the Town. Murphy seconded the motion and it passed 4-0.

Motion 14-0246: Morrissey moved to recommend Article **BAB** which authorizes the Town Administrator or his designee to dispose of surplus/outdated supplies and equipment during the fiscal year. Murphy seconded the motion and it passed 4-0.

Bylaw Amendments

The BOS deferred action on Article **CA** to see if the Town will vote to enact the Stretch Energy Code Bylaw until the Annual Town Meeting on April 28.

Standard Annual Articles

Motion 14-0247: Morrissey moved to recommend Article **DA** Accept Gifts Article. Murphy seconded the motion and it passed 4-0.

Motion 14-0248: Houk moved to recommend Article **DB** Collection of Taxes Article. Murphy seconded the motion and it passed 4-0.

Motion 14-0249: Murphy moved to recommend Article **DC** Town to assume liability for MassDEP waterways work within Town. Morrissey seconded the motion and it passed 4-0.

Motion 14-0250: Morrissey moved to recommend Article **DD** Regional School Budget Assessment Allocation Article. Murphy seconded the motion and it passed 4-0.

Zoning Articles

The BOS deferred action on Article **EA** Zoning Bylaw amendment to allow and regulate Medical Marijuana Dispensaries in Wellfleet until their March 25 meeting.

Motion 13-0251: Morrissey moved to place and recommend Article **EB** Zoning Bylaw amendment to clarify the provisions for size in the National Seashore Park District. Murphy seconded the motion and it passed 4-0.

The BOS deferred action on Article **EC** Zoning Bylaw amendment to allow for an update of the floodplain district bylaw which has been written by the State of Massachusetts to match the new FEMA Flood Insurance Rate Map until their March 25 meeting.

The BOS deferred action on Article **EC** ½ to repeal the General Bylaws provision captioned “Special Flood Hazard District Regulations” until their March 25 meeting.

Motion 14-0252: Morrissey moved to recommend Article **ED** Zoning Bylaw amendment which fixes numbering errors in the existing Section 9.2 of the Zoning Bylaws. Murphy seconded the motion and it passed 4-0.

Town Property Articles

Motion 14-0253: Murphy moved to place and recommend Article **GA** Transfer of three Town-owned properties to the care, custody and control of the Conservation Commission. Houk seconded the motion and it passed 4-0.

Petitioned Articles

The BOS deferred action on Petitioned Articles **JA** and **JB** until their March 25 meeting.

Other Articles

Motion 14-0254: Murphy moved to recommend Article **HA** to revise the Marina Advisory Committee Charge. Morrissey seconded the motion and it passed 4-0.

Standard Closing Articles

Motion 14-0255: Murphy moved to recommend Articles **IA** Hear Reports from Selectmen, Town Officers, and all other Committees and **IB** Act on Other Business. Morrissey seconded the motion and it passed 4-0.

Capital Budget⁶

Motion 14-0256: Murphy moved to approve the FY2015 Capital Budget⁷. Morrissey seconded the motion and it passed 4-0.

Adjustments to FY2015 Operating Budget

Terkanian reviewed final adjustments to the FY2015 Operating Budget⁸, including costs associated with the Clerk/Treasurer positions.

Motion 14-0257: Morrissey moved to approve the adjustments as presented to the FY2015 Operating Budget. Murphy seconded the motion and it passed 4-0.

Support letter Excise Tax

Motion 14-0258: Pilcher moved to approve a letter of support for House Bill 2695, the Town of Wellfleet’s petition seeking special legislation to authorize the Town to impose a room occupancy excise tax on vacation rentals. Murphy seconded the motion and it passed 4-0.

Communications Union Contract

Motion 14-0259: Murphy moved to approve the Communications Union Local 326B contract for the term starting July 1, 2013 through June 30, 2016. Morrissey seconded the motion and it passed 4-0.

TA Annual Review

Pilcher would like to add the Town Administrator review to the March 25 BOS agenda and place the business item early on the agenda.

Town Administrator's Report

Town Administrator Harry Terkanian reviewed the Town Administrator's report⁹.

- Bob Sandborn of the Cape Cod Regional Technical High School (CCRTHS) would like an opportunity to discuss the request for the CCRTHS stabilization fund Annual Town Meeting Article at the March 25 BOS meeting. Terkanian asked Town Counsel to advise whether taking no action on the proposed Article is tantamount to approval of the request.
- Terkanian gave a brief update on the progress of the Marina dredge project.
- The Cape Cod Commission transportation subcommittee will meet on Friday, March 14, 2014 at 8:30 a.m. to discuss projects to add to the Transportation Improvement Plan. Wellfleet will request the addition of the Rt. 6/Main Street improvement project.
- Morrissey informed the Selectmen that he has been attending local 208 water quality management plan meetings and will keep the BOS updated.

Future Concerns

- Pilcher would like to offer recommendations to the Board of Health based on testimony offered at the March 10, 2014 BOS meeting on Pay As You Throw.
- Morrissey would like Ned Hitchcock to report on the Mayo Beach study at the April 8, 2014 BOS meeting.

Correspondence and Vacancy Report

John Morrissey had prepared the Correspondence Report¹⁰. A copy was made available for review.

Minutes

Motion 14-0260: Pilcher moved to approve the minutes of the February 11 and February 25, 2014 BOS meetings¹¹ as printed. Murphy seconded the motion and it passed 4-0.

Adjournment

Motion 14-0161: Murphy moved to adjourn the meeting. Morrissey seconded the motion and it passed 4-0. The meeting was adjourned at 9:42 p.m.

Respectfully submitted,

Amy Voll, Executive Assistant

¹ Community Development Partnership Power Point presentation

² Stretch Energy Code Analysis and proposed bylaw

³ 2014-02-27 Indian Neck conservation proposal and area map

⁴ Proposed Articles for the Annual Town Meeting on 04/22/13

⁵ 2014-03-07 Terkanian memo re: FY2015 Operating Budget Change & 2014 Annual Town Meeting Warrant

⁶ 2014-03-07 Terkanian memo re: FY2015 Capital Budget

⁷ 2014-03-11 Draft FY2015 Capital Budget

⁸ 2014-03-07 Terkanian memo re: FY2015 Operating Budget Change & 2014 Annual Town Meeting Warrant

⁹ 2014-01-28 Harry Terkanian Town Administrator's Report

¹⁰ 2014-02-11 Correspondence Report

¹¹ 2014-02-11 and 2014-02-25 BOS minutes