



Board of Selectmen

The Wellfleet Board of Selectmen will hold a public meeting on Tuesday, June 23, 2015 at 7:00 p.m. at the Wellfleet Senior Center, 715 Old Kings Highway, Wellfleet, MA 02667. It is anticipated that the meeting will be recorded by the Town. Anyone else desiring to record the meeting may do so only after notifying the chair and may not interfere with the conduct of the meeting in doing so.

- I. Announcements, Open Session and Public Comment [7:00]** *Note: Public comments must be brief. The Board will not deliberate or vote on any matter raised solely during Announcements & Public Comment.*
- II. Public Hearing(s) [7:05]**
- III. Licenses/Appointments/Reappointments/Use of Town Property**
 - A. Licenses**
 - B. Appointments**
 - 1) Jacob Puffer from SAB alternate to SAB regular member with term ending June 30, 2018
 - 2) Joanna Marie Roche to Cultural Council with term ending June 30, 2018
 - 3) Steve Gazzano to Personnel Board with term ending June 30, 2018
 - C. Reappointments**
 - 1) Harry S. Terkanian to Parking Clerk with term ending June 30, 2016
 - 2) Suzanne Trasavage to Animal Control Officer with term ending June 30, 2016
 - D. Use of Town Property**
 - 1) Request of Grant Reed to use Whitecrest Beach from July 1 to November 15 for surfing lessons; \$20 application fee paid; use fee TBD.
 - 2) Request of AIM Thrift Shop to use Town Hall driveway for Art Sale on July 25 from 8:30 AM – 10:30 AM (rain date August 1); \$20 application fee paid; use fee TBD.
- IV. Business**
 - A. Senior Housing Project Status [Sorkin & McIlroy]**
 - B. Selection of design alternatives for the Route 6 – Main Street intersection improvement project. [TA]**
 - C. Status report on the Baker Field Restroom Project and request for authorization to revise project scope. [TA]**
 - D. Initial consideration of amendments to the policies on:**
 - 1) Senior Citizens Tax Work-Off [TA]
 - 2) Veterans Tax Work-Off [TA]
 - 3) Baker Field Tent Use [TA]
 - 4) Equal Opportunity, Discrimination and Sexual Harassment Policy [TA]
 - E. Review of Selectmen's policies [TA]**
 - F. Request for approval of fiscal year end transfers between accounts [TA]**
 - G. Request to authorize litigation re tax title property [TA]**
 - H. Review Selectmen's Goals [Pilcher]**
 - I. Approval and execution of landfill monitoring agreement. [TA]**
- V. Town Administrator's Report**
- VI. Future Concerns**
- VII. Correspondence and Vacancy Report**
- VIII. Minutes [June 9, 2015]**
- IX. Executive session:** To conduct a grievance hearing involving the Wellfleet Police Officer's Union [TA]
- X. Adjournment**

Meeting materials are available on the Town of Wellfleet web site: <http://www.wellfleet-ma.gov>. Motions may be offered and votes may be taken by the Board on any agenda item except for Announcements & Public Comment



TOWN OF WELFLEET
APPLICATION FOR TOWN BOARDS & COMMITTEES MEMBERSHIP

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

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

☐ Name Jacob Puffer Date 6/10/15

Mailing Address P.O. Box 1020
Wellfleet, MA 02667

Phone (Home) _____ (cell) 5082379504

E-mail _____

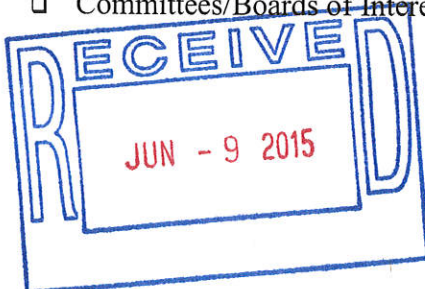
☐ Please describe briefly any work experience, including volunteer service, that you feel would be useful to the Town: _____

Shellfish Advisory Alternate 2013 - Present
Mayo Creek Advisory 2014 - Present
Shellfish Farmer Fulltime 2010 - Present
Part-time Wild oyster Farmer 2004 - Present

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

BA Communications from Emmanuel College

☐ Committees/Boards of Interest: 1) Shellfish Advisory Board
2) _____
3) _____





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FILL OUT THE FORM BELOW and mail it to:

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

☐ Name Joanna Marie Roche Date 6/9/15

Mailing Address PO Box 797

Wellfleet, MA 02667

Phone (Home) _____ (cell) 781-789-7308

E-mail joanna@what.org

☐ Please describe briefly any work experience, including volunteer service, that you feel would be useful to the Town: Currently employed as the development

director for Wellfleet Harbor Actors Theater.

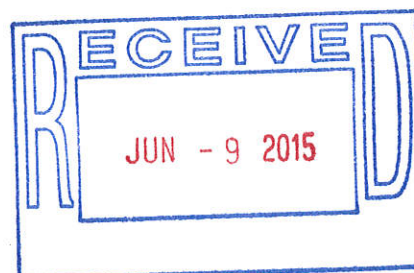
☐ Please add any other information that you think may be useful, including education or other formal training, specialized courses, professional licenses or certifications, etc.:

Licensed educator, real estate broker, former
business owner & yoga instructor.

☐ Committees/Boards of Interest: 1) Wellfleet Cultural Council

2) _____

3) _____





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

☐ Name Steven GAZZANO Date 5/29/2015

Mailing Address 15 Mayflower Drive
Wellfleet, MA 02667

Phone (Home) 508-349-6967 (cell) 508-284-6248

E-mail GAZZANO100@YAHOO.COM

☐ Please describe briefly any work experience, including volunteer service, that you feel would be useful to the Town: Served AS A 2nd line Supervisory Park Ranger/Manager
Law Enforcement/Visitor Services with a staff of up to 100 employees
(Permanent & Seasonal). Responsible for writing work plans, position
descriptions, creating plans, quarterly & yearly evaluations. Responsible for
administering employee discipline from letters of warnings & reprimands to
PIP plans to removal. Much experience in dealing with union issues,
appeals & adverse actions. Worked in HR & EEO for 5 years.

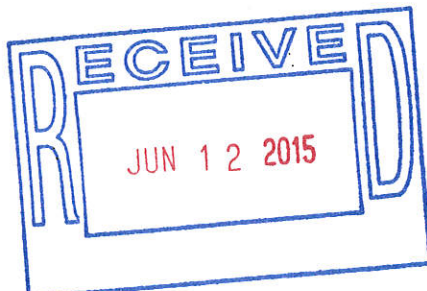
☐ Please add any other information that you think may be useful, including education or other formal training, specialized courses, professional licenses or certifications, etc.:

MA in Dispute Resolution from UMASS Boston concentration
in discrimination. Served AS AN instructor in conflict
Resolution trainings. Served AS A Mediator across the Federal
gov't in the Federal Executive Shared Neutral Program. Mediated in 8
different gov't agencies with over a 90% success rate. Mediated 65+
cases. California Medal of Valor winner
State

☐ Committees/Boards of Interest: 1) Personnel Board

2) _____

3) _____



Applicant Grant Reed Affiliation or Group Sole Proprietor / To Be Announced

Telephone Number 508.737.3592 Mailing Address PO Box 3121

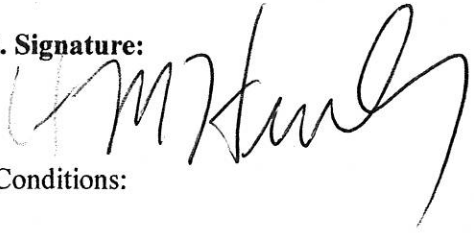
Email address gareed.cape@gmail.com Wellfleet, MA 02667

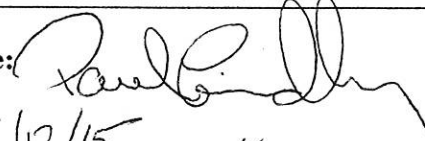

Town Property to be used (include specific area) Whitcrest Beach

(over)

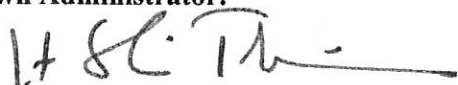
APPLICANT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSPECTIONS

Health/Cons. Agent Signature:	Inspector of Buildings Signature:
Comments/Conditions:	Comments/Conditions:
Permits/Inspections needed: X	Permits/Inspections needed: X

Police Dept. Signature:	Fire Dept. Signature:
Comments/Conditions:	Comments/Conditions:
	

DPW Signature:	Beach Dept. Signature:
Comments/Conditions:	Comments/Conditions:
 6/12/15 OK	 no guaranteed parking for instructors or participants -

Shellfish Constable Signature:	Harbormaster Signature:
Comments/Conditions:	Comments/Conditions:
X	X

Recreation Dept. Signature:	Town Administrator:
Comments/Conditions:	Comments/Conditions:
X	 Extensive range of duties + times. Liability ins recommended

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

Applicant Lydia Vivante

Affiliation or Group AIM Thrift Shop

Telephone Number 508 349 6619

Mailing Address PO Box 214

Email address vivantelydia@gmail.com

Wellfleet, MA 02667

Town Property to be used (include specific area) Town Hall driveway
(by Abiyoyo)

Date(s) and hours of use: July 25, 2015 from 8:30-10:30AM RAIN DATE
AUG. 1

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.

Art Sale proceeds will benefit health-related
organizations on the outer Cape. All-volunteer
run. No food, no bev. AIM is a 501 c 3
non-profit organization.

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

Request orange safety cones during 8AM drop
off and 11AM pack up.

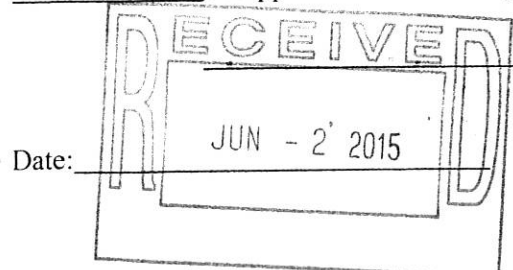
NOTE TO APPLICANTS: All applications must be accompanied by a non refundable \$20.00 processing fee. Applications must be received at least 30 days prior to the first event date to insure that all reviews can be completed prior to the event. This application is only for permission to use Town property. Any additional licenses, such as food service permit, etc., may be required and it is the applicant's responsibility to secure the same.

Action by the Board of Selectmen:

_____ Approved as submitted

_____ Approved with the following condition(s): _____

_____ Disapproved for following reason(s): _____

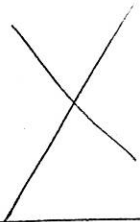
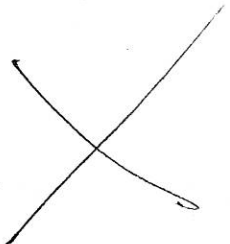






Processing Fee: 20.00 paid

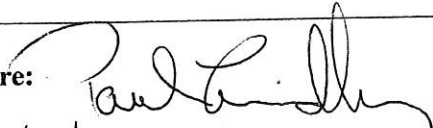

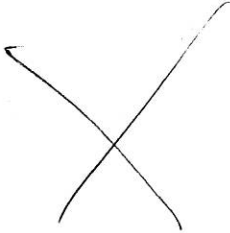
Fee: _____

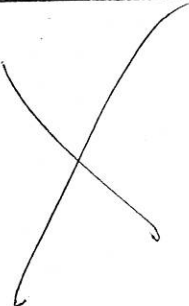
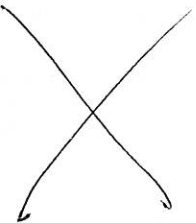
(over)

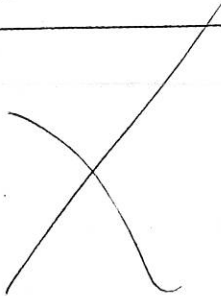
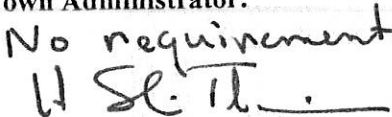
APPLICANT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSPECTIONS

Health/Cons. Agent Signature:	Inspector of Buildings Signature:
Comments/Conditions: 	Comments/Conditions: 
Permits/Inspections needed:	Permits/Inspections needed:

Police Dept. Signature:	Fire Dept. Signature:
  Comments/Conditions: 6/3/2015	  Comments/Conditions: 6/11/15

DPW Signature:	Beach Dept. Signature:
 6/17/15  Comments/Conditions: will supply traffic cones.	 Comments/Conditions:

Shellfish Constable Signature:	Harbormaster Signature:
 Comments/Conditions:	 Comments/Conditions:

Recreation Dept. Signature:	Town Administrator:
 Comments/Conditions:	No requirements  Comments/Conditions:



TOWN OF WELLFLEET

300 MAIN STREET WELLFLEET MASSACHUSETTS 02667

Tel (508) 349-0300

Fax (508) 349-0305

www.wellfleetma.org

MEMORANDUM

TO: BOARD OF SELECTMEN
FROM: HARRY SARKIS TERKANIAN, TOWN ADMINISTRATOR
SUBJECT: MAIN STREET ROUTE 6 INTERSECTION IMPROVEMENT
DATE: 6/19/2015
CC: PROCUREMENT FILE

On June 11, 2015 at my request the Wellfleet Community Forum hosted a presentation on the current status of this project. The presentation was done by Douglas Prentiss of Fay, Spofford & Thorndike, the project engineering firm. Four preliminary design alternatives were reviewed and public input was invited. Approximately 25 members of the public were in attendance including some abutting property owners and present and former public safety officials.

The four preliminary design alternatives, which had been posted on the Town web site on March 6, 2015, outlined a number of design alternatives. Note that elements from the four alternatives can be reshuffled into a "hybrid" alternative. The project is now in a position where the project engineer needs direction on design alternatives from the Town. This memorandum summarizes the design decisions which should be made at this point.

The design issues I noted are as follows (there may be others):

Sidewalks on Main Street. Because of the narrowness of the road layout for this portion of Main Street it is inevitable that some land takings would be involved. The MassDOT "Complete Streets" program requires sidewalks on both sides of the street. It is possible to obtain a waiver of this requirement, but it is unlikely that the requirement that there be a sidewalk on at least one side can be waived. At a brief meeting on March 24, 2015 we did discuss with MassDOT representatives the fact that the significant site constraints imposed on this project by environmental and cultural resources are driving the need for waivers. It appeared to me that there was a clear consensus for a sidewalk on the north side of Main Street only. This choice minimizes the intrusion into the adjacent wetland at the cost of a slightly larger area of taking. It has the benefit of placing the sidewalk on the same side of the street as the majority of the commercial establishments at that end of Main Street.

Sidewalks on Route 6. The area on the West side of Route 6 south of Main Street (the side opposite the cemetery) is shown as two alternatives; one with a sidewalk adjacent to the paved travel surface and the other with the sidewalk separated from the paved travel surface by a five foot wide vegetated area. While this may not provide additional pedestrian safety (unless there is a barrier such as a guard rail erected in the vegetated area) it may contribute to an increased feeling of comfort for pedestrians along that portion of Route 6. Out of concern for the proximity of the cemetery there

was no proposal for a vegetated separation between the traveled surface and the sidewalk on this side.

Travel lanes on Route 6 southbound. Although not shown on any of the alternatives, it is felt that the majority of the southbound traffic destined for Wellfleet center exits Route 6 at either Briar Lane or School Street, resulting in a relatively small volume of southbound traffic turning right on to Main Street. By eliminating one of the two existing southbound lanes through the intersection a race condition where the two lanes merge into one in front of PJ's can be avoided. This merge area is also an area where there is left turning traffic into Cahoon Hollow Road, into PJ's and into Cumberland Farms. Eliminating one of the southbound lanes south of Main Street will provide room for a protected left turn lane for these turns.

Left turn lane on Route 6 southbound into the pharmacy. This is present in all alternatives so no decision is required. It will be aligned opposite the northbound left turn lane into Main Street.

Travel lanes on Route 6 northbound. Currently Route 6 widens into two travel lanes at Cahoon Hollow Road and then merges back into a single lane north of the intersection in the vicinity of Seamen's Bank. This also creates a race/merge condition where the lanes merge. Elimination of one of these lanes may provide additional room for a dedicated bike lane with a crossing of Route 6 provided at the signalized Main Street intersection. It may also provide room to provide some separation of the bike lane and sidewalk on that side of the highway.

Bicycle accommodation. Part of the planned route for bicycles calls for them to exit Cahoon Hollow Road on to Route 6, proceed along Route 6 to Main Street, and then proceed on to Main Street. The current alternatives provide for a widened northbound travel lane which can be shared by vehicles and bicycles. Some public comment was that bicycles and vehicles do not mix well at the speeds observed on Route 6 in that area. There was no discussion about accommodations for bicycles traveling in the opposite direction (Main Street to Route 6 to Cahoon Hollow Road.) It is doubtful (but not impossible) that there is enough room on the east side of Route 6 for two way bicycle traffic, and it is unknown what additional regulatory requirement would be triggered.



FAY, SPOFFORD & THORNDIKE, LLC
ENGINEERS • PLANNERS • SCIENTISTS
5 Burlington Woods, Burlington, Massachusetts 01803
Tel. 781-221-1000 Fax 781-229-1115

Conceptual Design Memo

DATE: April 17, 2015

TO: Town of Wellfleet
Mr. Harry Sarkis Terkanian, Town Administrator
300 Main Street
Wellfleet, MA 02667

FROM: Douglas C. Prentiss, P.E., P.T.O.E. *DCP*
Paul G. Milewski, P.E. *P6M*
Hillary King

SUBJECT: Route 6 / Main Street Intersection and Corridor Improvement Impacts
Wellfleet, MA
MassDOT Project #607397
FST Project #QW-029

Introduction

Fay, Spofford & Thorndike (FST) has been retained by the Town of Wellfleet to evaluate and prepare a preliminary design for roadway improvements at the signalized intersection of Route 6 (Grand Army of the Republic Highway, i.e. GAR Highway) and Main Street in the Town of Wellfleet. The project limits begin approximately 0.1 miles north of the subject intersection and extend approximately 0.25 miles south of the Route 6/Main Street intersection and also along Main Street in the westerly direction, for approximately 0.1 miles. The study area to the south also includes the unsignalized intersections of Cahoon Hollow Road and Pine Point Road. In the study area Route 6 runs in a north-south direction, but State Route 6 is technically designated and signed east-west.

The Route 6 corridor is owned and maintained by MassDOT and is functionally classified by MassDOT as an NHS Urban Principal Arterial, while Main Street is classified as a Non-NHS Urban Minor Arterial and owned by the Town. Over the years, development and general traffic growth has continued to put travel demands on the corridor and provisions for bicyclists and pedestrians are limited or non-existent. An improved bicycle/pedestrian facility along this corridor will provide an alternative means of mobility for residents, workers, and tourists traveling between these areas.

Existing Condition

Roadway:

Route 6 (GAR) in the project area is a 2-lane roadway with one lane in each direction, separated by a double yellow centerline. There are additional lanes and a raised concrete median at the signalized intersection at Main Street. North and south of the subject intersection, the roadway tapers to one lane in each direction. The edge to edge width of the roadway varies from 54 feet to 58 feet, travel lanes are generally 11-12 feet wide, and 2 to 3-foot shoulders are delineated by a solid white edge line.

Intersection:

Route 6 (GAR), Main Street and the site drive to the Outer Cape Health Service Pharmacy intersect to form a 4-way signalized intersection. This intersection is under control of MassDOT. Northbound

(Route 6 east), there is an exclusive 9- to 10-foot-wide left turn lane, an 11.5-foot-wide through lane and an 11.5-foot-wide shared through/right-turn lane. Southbound (Route 6 west), there is an 11-foot-wide shared left/through lane and a 11-foot-wide shared through/right-turn lane. The Outer Cape Health Service Driveway westbound is a single multi-purpose lane with an approach width of 16.5 feet.

Main Street has a single lane approach to the intersection, but widens as it intersects with Route 6 to form a two-lane approach that is approximately 75 feet long. This leg of the intersection is separated by a 10-foot-long raised median island. The Route 6 north and south legs of the intersection are separated by raised concrete median islands that vary in width from 10-12 feet. The most common edge treatment along both sides of Route 6 within the project area is sloped granite edging. On Main Street, there is hot mix asphalt (HMA) berm on the north side, with no berm or curbing on the south side.

One-half mile north and south of the intersection, the posted speed limit of Route 6 is 45 mph in both directions. The posted speed limit of Main Street is 30 mph. There are no sidewalks, pedestrian or bicycle accommodations in the area, although pedestrians and bicyclists have been observed frequently passing through the intersection. Worn foot paths are evident adjacent to the roadways, particularly on the south side of Main Street and the west side of Route 6. While the intersection is signalized, there are no pedestrian push buttons or crosswalks to allow pedestrians to cross the intersection safely.

Land use in the area consists of a health care facility, a pharmacy, an animal clinic in the northeast quadrant, miscellaneous small business and a restaurant in the northwest quadrant, salt marsh land and a gas station in the southwest quadrant, and a cemetery in the southeast quadrant. The buildings along Main Street are part of the Wellfleet Center National Register Historic District.

Duck Creek and associated salt marsh and wetlands exist south of Main Street and west of Route 6. The creek is contained within a 36-inch culvert under Main Street at the intersection, and continues along the west side of Route 6. This area is prone to flooding, according to FEMA flood maps.

Proposed Design

Background:

One of the main objectives of this design is to provide bicycle and pedestrian accommodations to the extent practicable within the project limits.

According to MassDOT's Functional Classification Map, Route 6 is classified as an NHS Urban Principal Arterial. Therefore, the proposed improvements to the corridor must accommodate bicycles and pedestrians in accordance with MassDOT's new Healthy Transportation Policy Directive P-13-0001 and Engineering Directive E-14-001. As an NHS roadway, 12-foot lanes, 2-foot left shoulders, and 8-foot right shoulders must be provided along Route 6. Bicycles and pedestrians must be accommodated on both sides of the roadway. Main Street is considered a Non-NHS Urban Minor Arterial. As such, bicycle and pedestrian accommodation is required on both sides, with 11-foot lanes, 2-foot left shoulders, and 4-foot right shoulders.

Due to limited ROW, adjacent wetlands, and proximity to the cemetery, some of the above minimums cannot be met and design exceptions will be required. Some design exceptions anticipated for this

project include 11-foot lanes on Route 6, providing only a 5-foot shoulder on Route 6 (bike accommodation), and providing a sidewalk on only one side of Main Street.

Alternatives Development:

Four (4) preliminary alternatives have been established to accommodate MassDOT's Policy and Engineering Directives to the extent practicable. These are shown on the previously-distributed graphics dated March 4, 2015 and posted on the Town's website. The alternatives were evaluated in order to quantify property impacts, as permanent takings may be necessary for roadway widening and the addition of sidewalks, and also temporary easements will be required to construct side slopes and perform driveway work on private property. Wetland impacts will be determined after a preferred alternative is selected by the Town. It should be noted that property impacts along Main Street were only identified for the original project limits. Should the project limits extend for additional sidewalk construction (to Long Pond Road/Higgins Lane), additional impacts would likely occur.

Since proposed roadway elevations have not yet been reviewed for the alternatives at this time, FST made the following assumptions to estimate slope limits:

- Relatively flat terrain assumed a 5-foot offset from the back of walk or edge of roadway;
- Steeper slopes assumed a 10-foot offset;
- Slope limits are offset an additional 5 feet to estimate appropriate temporary construction easements; and
- In areas where the slope limits would encroach upon wetlands, it is anticipated that slopes will be steepened to as much as a 1.5:1 slope with rip rap, a slope stabilizer;

The alternatives identified below can be mixed and matched to create the Town's preferred alternative.

Alternative 1

Design:

- 11' through lanes
- 11' left turn lanes
- 5' on-street bike accommodation on Route 6 (shoulder)
- 4' shoulders on Main Street
- 6' sidewalk on both sides of Route 6
- 6' sidewalk on Main Street (north side only)
- Main Street realigned to intersect Route 6 at more of a 90° angle

The existing median islands separating Route 6 eastbound and westbound will be removed to provide exclusive left turn lanes onto Main Street and into the pharmacy. Vertical granite curb is being proposed wherever a sidewalk is to be introduced, while sloped granite edging will be used at all other locations to be consistent with existing conditions.

Impacts:

- 15 properties impacted
- 16,000± square feet of temporary easements
- 3,375± square feet of permanent takings on Main Street (mostly north side)
- Businesses impacted with parking requiring re-configuration

Alternative 2

Design:

- 11' through lanes
- 11' left turn lanes
- 5' on-street bike accommodation on Route 6 (shoulder)
- 4' shoulders on Main Street
- 6' sidewalk on both sides of Route 6
- 6' sidewalk on Main Street (south side only)
- Main Street realigned to intersect Route 6 at more of a 90° angle

Alternative 2 is very similar to Alternative 1. The main difference is the sidewalk is now shown on the south side of Main Street.

Impacts:

- 15 properties impacted
- 16,450± square feet of temporary easements
- 2,065± square feet of permanent takings on Main Street
- Less impacts to parking on north side than Alternative 1
- Places roadway close to house at #55 Main Street if project limits are extended in the future

Takings are still required for the properties on the north side of Main Street, but less than for Alternative 1. An advantage of this alternative is that the proposed sidewalk on Main Street is on the same side as the sidewalk that currently exists west of the Higgins Lane intersection. This would eliminate the need for a crossing. However, the distance between the existing roadway and the home at #55 Main Street is a concern.

Alternative 3

Design:

- 11' through lanes
- 11' left turn lanes
- 5' on-street bike accommodation on Route 6 (shoulder)
- 4' shoulders on Main Street
- 6' sidewalk on both sides of Route 6
- 5' grass strip between roadway and sidewalk (Route 6 only)
- 6' sidewalk on Main Street (*south side only*)
- Main Street realigned to intersect Route 9 at more of a 90° angle

Alternative 3 is similar to Alternative 2 except that a 5' grass strip is shown along Route 6 as a buffer between the roadway and sidewalk to illustrate the impacts associated with this type of design. The lane configurations remain exactly the same as with the other two options, with the sidewalk on Main Street presented on the south side like Alternative 2.

Impacts:

- 17 properties impacted
- 19,775± square feet of temporary easements
- 2,065± square feet of permanent takings on Main Street
- Less impacts to parking on north side than Alternative 1
- Places roadway close to house at #55 Main Street if sidewalk extended in future

Alternative 4

Design:

- 11' through lanes
- 11' left turn lanes
- 5' on-street bike accommodation on Route 6 (shoulder)
- 4' shoulders on Main Street
- 6' sidewalk on both sides of Route 6
- 6' sidewalk on Main Street (south side only)
- Main Street intersects Route 9 at more of a skew

Here, Main Street meets Route 6 at more of a skew, similar to the existing condition. The benefit of this is that it significantly reduces the takings at the properties in the northwest quadrant of the intersection, however vehicles that are travelling east on Main Street enter Route 6 at a skew angle.

Impacts:

- 15 properties impacted
- 16,300± square feet of temporary easements
- 1,400± square feet of permanent takings on Main Street (mostly south side)
- Little impacts to parking on north side of Main Street
- Places roadway close to house at #55 Main Street if sidewalk extended in future

Summary

A tabularized summary of the land impacts are noted in Table 1 below:

TABLE 1 - SUMMARY OF IMPACTS			
	Properties Impacted	Temporary Easements	Permanent Takings
Alternative 1	15 Properties	16,000 SF	3,375 SF
Alternative 2	15 Properties	16,450 SF	2,065 SF
Alternative 3	17 Properties	19,775 SF	2,065 SF
Alternative 4	15 Properties	16,300 SF	1,400 SF

Conclusion

The preliminary impacts noted above (Table 1), are based on the prescribed original project limits. For Main Street, this would be 0.1 mile along Main Street from the intersection or adjacent to the Wicked Oyster. Should the project limits extend beyond this point to a logical beginning/ending point, such as the intersection of Long Pond Road/Higgins Lane, the referenced easement areas and permanent taking areas would likely be greater along Main Street. As the corridor design progresses and other considerations are brought into design, such as reducing a travel lane southbound on Route 6 or altering the shoulder widths, the area of easements and property acquisition will change. This memorandum and the accompanying graphics (which are currently posted on the Town Website and dated March 3, 2015) do not identify any wetland impacts or construction techniques.

It is also important to note that the alternatives described can be mixed and matched to create the Town's preferred alternative. That is, if sidewalks are preferred on both sides of Main Street, Alternatives 1 and 2 can be combined to show total impacts along Main Street.

The referenced impacts in Table 1 are intended to provide the Town with preliminary information to ultimately determine where the sidewalk(s) should be placed, i.e. north side, south side or both sides of Main Street. Following the Town consensus of a preferred alternative, preliminary design can be advanced.

END OF MEMORANDUM

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TOWN OF WELLFLEET

300 MAIN STREET WELLFLEET MASSACHUSETTS 02667

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

www.wellfleetma.org

MEMORANDUM

TO: BOARD OF SELECTMEN
FROM: HARRY SARKIS TERKANIAN, TOWN ADMINISTRATOR
SUBJECT: BAKER FIELD RESTROOM & TENNIS COURT PROJECTS
DATE: 6/18/2015
CC: RECREATION DIRECTOR, TT ARCHITECTS, COMPREHENSIVE WASTEWATER PLANNING COMMITTEE, COMMUNITY PRESERVATION COMMITTEE

This project was proposed by the Comprehensive Wastewater Planning Committee and funded with a \$324,000 borrowing authorization at the 2013 annual town meeting. The project budget included an estimated \$60,000 in design and permitting costs. Consistent with the Town's designer selection policy TT Architects was engaged to working on the project design¹. The results of an exhaustive analysis of Baker Field, Mayo Beach and the existing programs and use patterns on those properties indicated that it would be impossible to site a restroom facility on either property without some impact on the current use of the field and beach.² In response to this report and the age and condition of the current recreation building the Board of Selectmen suggested that consideration be given to combining the restrooms and recreation building into a single facility. The initial result of a study of this idea indicates that it is possible to replace the existing recreation building with a new facility that would support the current and anticipated use of Baker Field by the recreation program, include a public restroom and also allow the tennis court replacement to proceed as planned.³

At this point the Town needs to decide whether to proceed with the expanded program. A proposal for additional services associated with the change of project scope is attached. There are a number of considerations:

Construction Cost. A combined facility can be expected to cost more than a restroom only structure. Until design progresses to a schematic design stage and a cost estimate is done, we will not know how much. But it is safe to say that the estimated construction cost for a restroom only facility (\$264,000) would be exceeded. It is possible that recent changes in the State Sanitary Code could permit the continued use of a tight tank in this location. Use of a tight tank would eliminate the need for a basement with 8' 6" of headroom which would extend below the water table and would also eliminate the use of an expensive composting toilet system. Both the composting toilet system and a tight tank have continued operational costs.

¹ See May 22, 2014 Initial Schematic Design and Site Options. (all noted documents are on the Town web site under Reports and Documents: <http://www.wellfleet-ma.gov/reports-documents/pages/baker-field-restroom-project>)

² See May 28, 2014 Memorandum re Site Options.

³ See October 7, 2014 Presentation.

Design Costs. To date we have spent \$14,250 in design fees. The original contract called for a cost through construction document and bidding support of \$60,000. An amendment to the scope of services in the current design contract would require \$62,660 (plus allowable expenses) in addition to the funds already spent. This change in scope would bring the project to a schematic design including site plans and elevations and will include a construction cost estimate. This scope of services does not include the cost of construction drawings, bidding or construction oversight. I do not have a cost estimate for the construction drawings, bidding and construction supervision, but it is certain that the design costs when added to the funds already spent and the proposed additional services will exceed the original estimate of \$60,000 by at least \$16,910 if this alternative is chosen.

Schedule. Assuming that the change in scope of the project is approved by the Board I would expect the following:

- Summer, 2015. Final determination that the tennis court project can proceed without interfering with the proposed recreation building/public restrooms.
- Fall, 2015 – Winter 2016. Construction documents and bidding for tennis court reconstruction.
- March – June, 2016. Tennis court reconstruction.
- April, 2016 Annual Town Meeting. Any additional appropriation required for recreation building/public restrooms.
- May – September, 2016. Construction documents and bidding for the recreation building/public restrooms.
- October 2016 – May 2017. Construction of recreation building/public restrooms.

This program offers Wellfleet senior citizens the opportunity to participate in a property tax relief program to a maximum of \$1000.00 per year in return for volunteer service to the Town. The program for Fiscal Year _____ will include work performed from July 1, _____ through June 30, _____. Participants in this program may still apply for other tax abatements for which they may be eligible under other statutes.

Eligibility:

- 60 years of age or older.
- Domiciled in Wellfleet.
- Homeowner or trustee or spouse of same.
- Residing at property for which tax relief sought.
- Limited financial resources.
 - Single: income maximum **\$32,618** (for 2014/2015)
 - Married: income maximum **\$42,654** (for 2014/2015)
 - Maximum incomes will be adjusted annually and matched to the maximum incomes for Low Income Home Energy Assistance Program (Fuel Assistance)
- Only one tax credit per household may be given.
- Married couples who reside in the same household are allowed to participate in the program but jointly may earn only up to one tax credit per household.
- Current employees of the Town who meet eligibility are welcome to participate, but will not be allowed to apply the work-off program to their assigned departments.

Terms:

- Credit for work will be given at the state minimum wage, and will be applied to the participant's Wellfleet real estate tax bill.
- Volunteer service on Town boards, commissions or committees will not be credited under this program.

Program Coordinator:

- A Program Coordinator, designated by the Town Administrator with a recommendation from the Council on Aging Director. The Coordinator shall assist with paperwork with the participants; monitor hours worked and submit the information to the office of the Town Treasurer.
- Any problems or concerns between participants and job assignments will be referred to the Council on Aging Director for resolution.

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Procedures:

- Department heads will submit a Departmental Request for a Volunteer Form along with a brief job description to the Town Administrator or designee. Once approved any available jobs will be forwarded to the Program Coordinator.
- Application by interested individuals should be made on the attached form to the Program Coordinator, who will interview the applicant and refer her/him to a department head who has requested volunteer assistance. An effort will be made to accommodate capacities and interests.
- Once an agreement has been reached between the department head and the applicant, the applicant shall be directed to the office of the Town Treasurer to complete payroll paperwork. (No work will begin until this procedure is done.)
- The participant shall fill out and sign a daily timesheet on attached form and submit to the Program Coordinator bi-weekly. The Program Coordinator shall tally the hours worked and submit the totals along with the time sheets to the office of the Town Treasurer for processing.

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TO: DEPARTMENT HEADS

**TOWN OF WELFLEET SENIOR CITIZEN
TAX WORK-OFF PROGRAM TAX YEAR 2015**

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MONTHLY REPORT OF HOURS WORKED

Date: _____

Volunteer: _____

Department: _____

Month & Year: _____

Hours Worked: _____

Report Submitted by: _____

Supervisor Signature: _____

Return to: Barbara Stevens
Program Coordinator
300 Main Street
Wellfleet, MA 02667

**TOWN OF WELFLEET SENIOR CITIZEN
TAX WORK-OFF PROGRAM
DEPARTMENTAL REQUEST FOR VOLUNTEER**

Date: _____

Department: _____

Department Head: _____

Describe work you wish volunteer to perform: _____

Total hours or hours per week (please specify): _____

List skills/tasks required:

- _____
- _____
- _____
- _____
- _____

Who will train/supervise volunteer? _____

It is understood that the Department Head has the right to approve or reject a volunteer after a probationary period.

It is understood that the Department Head or his/her delegate will provide any necessary training or supervision needed, as well as monthly documentation of hours worked.

T.A. Comments: _____

Approval: _____

Return to: Program Coordinator, 300 Main Street, Wellfleet

**TOWN OF WELLFLEET
SENIOR CITIZEN TAX WORK-OFF PROGRAM
APPLICATION**

Date: _____

Name: _____

Street Address: _____

Mailing Address: _____

Telephone: _____

E-Mail: _____

Social Security No.: _____

Property Owner: _____

Trustee: _____

Spouse: _____

Attestation: I am 60 years of age or older. _____

Attestation: I am domiciled at the street address entered above. _____

Attestation: Attached is a copy of last year's income tax filing. _____

Do you have any medical restrictions which might affect the type of work you can do?

List experience, skills, interests which might be utilized in working for the Town.

Signature: _____

Proposed Veteran Tax Work-Off Program Policy

June 10, 2014

This program offers Wellfleet veterans the opportunity to participate in a property tax relief program to a maximum of \$1000.00 per year in return for volunteer service to the Town. The program for Fiscal Year 2015 will include work performed from July 1, 2014 through June 30, 2015. Participants in this program may still apply for other tax abatements for which they may be eligible under other statutes.

Eligibility:

- Veteran of any branch of the Armed Services
- Domiciled in Wellfleet.
- Homeowner or trustee or spouse of same.
- Residing at property for which tax relief sought.
- Limited financial resources.
 - Single: income maximum \$32,618 (for 2015)
 - Married: income maximum \$42,654 (for 2015)
 - Maximum incomes will be adjusted annually and matched to the maximum incomes for Low Income Home Energy Assistance Program (Fuel Assistance)
- Only one tax credit per household may be given.
- Married couples who reside in the same household are allowed to participate in the program but jointly may earn only up to one tax credit per household.
- Current employees of the Town who meet eligibility are welcome to participate, but will not be allowed to apply the work-off program to their assigned departments.

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Terms:

- Credit for work will be given at the state minimum wage, and will be applied to the participant's Wellfleet real estate tax bill.
- Volunteer service on Town boards, commissions or committees will not be credited under this program.

Program Coordinator:

- A veteran who qualifies for the program will be designated the Program Coordinator by the Town Administrator or designee and will "work off" their hours in that capacity. The Coordinator shall assist with paperwork of the participants, monitor hours worked and submit the information to the office of the Town Treasurer.
- Any problems or concerns between participants and job assignments will be referred to the Coordinator for resolution.

Procedures:

- Department heads will submit a Departmental Request for a Volunteer Form along with a brief job description to the Town Administrator or designee. Once approved any available jobs will be forwarded to the Program Coordinator.
- Application by interested individuals should be made on the attached form to the Program Coordinator, who will interview the applicant and refer her/him to a department head who has requested volunteer assistance. An effort will be made to accommodate capacities and interests.
- Once an agreement has been reached between the department head and the applicant, the applicant shall be directed to the office of the Town Treasurer to complete payroll paperwork. (No work will begin until this procedure is done.)
- The participant shall fill out and sign a daily timesheet on attached form and submit to the Program Coordinator bi-weekly. The Program Coordinator shall tally the hours worked and submit the totals along with the time sheets to the office of the Town Treasurer for processing.

TO: DEPARTMENT HEADS

**TOWN OF WELLFLEET
VETERAN TAX WORK-OFF PROGRAM
TAX YEAR FY2015**

MONTHLY REPORT OF HOURS WORKED

Date: _____

Volunteer: _____

Department: _____

Month & Year: _____

Hours Worked: _____

Report Submitted by: _____

Supervisor Signature: _____

Return to: _____
Program Coordinator
300 Main Street
Wellfleet, MA 02667

**TOWN OF WELLFLEET
VETERAN TAX WORK-OFF PROGRAM
DEPARTMENTAL REQUEST FOR VOLUNTEER**

Date: _____

Department: _____

Department Head: _____

Describe work you wish volunteer to perform: _____

Total hours or hours per week (please specify): _____

List skills/tasks required:

- _____
- _____
- _____
- _____
- _____

Who will train/supervise volunteer? _____

It is understood that the Department Head has the right to approve or reject a volunteer after a probationary period.

It is understood that the Department Head or his/her delegate will provide any necessary training or supervision needed, as well as monthly documentation of hours worked.

T.A. Comments: _____

Approval: _____

Return to: Program Coordinator, 300 Main Street, Wellfleet

**TOWN OF WELLFLEET
VETERAN TAX WORK-OFF PROGRAM
APPLICATION**

Date: _____

Name: _____

Street Address: _____

Mailing Address: _____

Telephone: _____

E-Mail: _____

Social Security No.: _____

Property Owner: _____

Trustee: _____

Spouse: _____

Attestation: I am a veteran of the Armed Services. _____

Attestation: I am domiciled at the street address entered above. _____

Attestation: Attached is a copy of last year's income tax filing and Form DD214. _____

Do you have any medical restrictions which might affect the type of work you can do?

List experience, skills, interests which might be utilized in working for the Town.

Signature: _____

Fiscal Year 2014
Low-Income Home Energy Assistance Program (LIHEAP)
Income Eligibility Chart

MAXIMUM
↓

1	\$ 11,490	\$ 14,363	\$ 17,235	\$ 20,108	\$ 22,980	\$ 32,065
2	\$ 15,510	\$ 19,388	\$ 23,265	\$ 27,143	\$ 31,020	\$ 41,932
3	\$ 19,530	\$ 24,413	\$ 29,295	\$ 34,178	\$ 39,060	\$ 51,798
4	\$ 23,550	\$ 29,438	\$ 35,325	\$ 41,213	\$ 47,100	\$ 61,664
5	\$ 27,570	\$ 34,463	\$ 41,355	\$ 48,248	\$ 55,140	\$ 71,530
6	\$ 31,590	\$ 39,488	\$ 47,385	\$ 55,283	\$ 63,180	\$ 81,396
7	\$ 35,610	\$ 44,513	\$ 53,415	\$ 62,318	\$ 71,220	\$ 83,246
8	\$ 39,630	\$ 49,538	\$ 59,445	\$ 69,353	\$ 79,260	\$ 85,096
9	\$ 43,650	\$ 54,563	\$ 65,475	\$ 76,388	\$ 86,948	\$ 86,946
10	\$ 47,670	\$ 59,588	\$ 71,505	\$ 83,423	\$ 88,796	\$ 88,796
11	\$ 51,690	\$ 64,613	\$ 77,535	\$ 90,458	\$ 90,646	\$ 90,646
12	\$ 55,710	\$ 69,638	\$ 83,565	\$ 92,496	\$ 92,496	\$ 92,496
13	\$ 59,730	\$ 74,663	\$ 89,595	\$ 94,346	\$ 94,346	\$ 94,346
14	\$ 63,750	\$ 79,688	\$ 95,625	\$ 96,196	\$ 96,196	\$ 96,196
15	\$ 67,770	\$ 84,713	\$ 98,046	\$ 98,046	\$ 98,046	\$ 98,046
16	\$ 71,790	\$ 89,738	\$ 99,896	\$ 99,896	\$ 99,896	\$ 99,896
17	\$ 75,810	\$ 94,763	\$ 101,746	\$ 101,746	\$ 101,746	\$ 101,746

Sources: "Annual Update of the HHS Poverty Guidelines", *Federal Register* 78 (24 Jan 2013): 5182-5183
"State Median Income Estimates", *Federal Register* 78 (15 May 2013): 28597-28599

Massachusetts Department of Housing and Community Development
Division of Community Services

May 2013

BOARD OF SELECTMEN

Baker's Field Tent Usage Policy and Procedures

Original Date: April 8, 2002 Updated: June 11, 2015
2002-1

1. Applicant must fill out a "Use of Town Property Form" and "Application for Use of Baker's Field Tent". Applications will be dated and timed as submitted. Applications will be reviewed by the Recreation Director for consideration. If the event does not conflict with existing recreational events and is deemed appropriate, the Use of Town Property Form will then be forwarded to other appropriate Department Heads for approval and comment. Applications received to use the tent in months other than July and August will require the applicant to pay for installation and taking down the tent and arrange for inspection by the Town Building Inspector prior to the event. Recommendations will then be forwarded to the Board of Selectmen for approval.
2. A 50% deposit is required at time of application. If application is denied, deposit will be returned. Upon approval, deposit becomes nonrefundable. Balance, along with a security deposit of 10% of the total cost, is due no later than ten business days prior to use of tent. (Security deposit will be held by Town Treasurer)
3. Applicant will be notified by the Recreation Director as to the status of the application no later than ten business days after the application date.
4. The tent is available to municipal groups, Recreation Department sponsored events and approved non-profit organizations for no fee. A standard fee of \$100.00 (one hundred dollars) per use will be charged to non-municipal groups and individuals that are charging a fee to attend. Applications that do not charge a fee to attend do not have to pay for use of the tent. Some in kind donation may be substituted for the fee in some cases, if the performance is connected with the Recreation Department. For example if a group doing plays for children is willing to provide a free show during the Morning Recreation Program. Appropriate insurance coverage is mandatory and the responsibility of the lessee. Tent rental is available on a first come, first served basis.
5. No smoking or alcoholic beverages are allowed in or around the tent at any time.
6. Only minimal, temporary storage will be available for any equipment that is required during performances. Any storage shall be approved by the Recreation Director. The Town of Wellfleet is not responsible for any equipment stored on Town property.
7. An employee of the Recreation Department will be provided to supervise and assist during each tent activity. (Does the event pay for this or will Recreation pay for this?)
8. Any exceptions to the above regulations may be made only by the Board of Selectmen.
9. This "Policy and Procedures" will be reviewed annually.
10. Any questions or concerns should be directed to either the Recreation Department Head or Assistant Director.

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2-2 Equal Opportunity, Discrimination and Sexual Harassment Policy

(BOARD OF SELECTMEN Sexual Harassment Policy of the Town of Wellfleet Original Date: 1/28/91
1991-1a SEXUAL HARASSMENT POLICY OF THE TOWN OF WELLFLEET

Revised: 1/3/97 Reaffirmed: 3/2/98 Revised: 10/4/99 Revised: 7/23/01 Revised: 5/10/05 Revised: 1/27/09,
Revised, current as of the date of this manual's publication)

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Comment [A3]: I continue to believe that it is not a good idea to provide the full text of Town policies in this manual. More appropriate to provide references to the policies. The risk of confusion from outdated policies outweighs any convenience from having them in the manual.

As part of the Town of Wellfleet's continuing Affirmative Action Efforts, The Board of Selectmen hereby establishes the following revision for all town employees. This revision is in accordance with the Commonwealth of Massachusetts Commission against Discrimination's Policy 96-2 voted by the MCAD on October 25, 1996.

2-2.A. Introduction

It is the goal of the Town of Wellfleet to promote a professional and productive workplace in which all employees are treated with dignity and respect. Employees are expected to act in a positive manner and contribute to a productive work environment that is free from harassing or disruptive activity. Discrimination, including harassment, whether based upon race, color, gender, gender identity, national origin, religion, ancestry, age sexual orientation, disability, parental leave, genetic information, active military status or other bases prohibited under state or federal anti-discrimination statutes, will not be tolerated. Sexual harassment of employees occurring in the workplace or in other settings in which employees may find themselves in connection with their employment is unlawful and will not be tolerated by this organization. Further, any retaliation against an individual who has complained about discrimination, sexual harassment or retaliation against individuals for cooperating with an investigation of a discrimination or sexual harassment complaint is similarly unlawful and will not be tolerated. To achieve our goal of providing a workplace free from discrimination, sexual harassment, or retaliation the conduct that is described in this policy will not be tolerated and we have provided a procedure with which inappropriate conduct will be dealt, if encountered by employees.

Deleted: workplace that is free of sexual harassment.

Because the Town of Wellfleet takes allegations of sexual harassment seriously, we will respond promptly to complaints of sexual harassment and where it is determined that such inappropriate conduct has occurred, we will act promptly to eliminate the conduct and impose such corrective action as is necessary, including disciplinary action where appropriate.

Please note that while this policy sets forth our goal of promoting a workplace that is free from sexual harassment, the policy is not designed or intended to limit our authority to discipline or pursue remedial action for workplace conduct which we deem unacceptable, regardless of whether that conduct satisfies the definition of sexual harassment.

Any employee who believes he or she has been the subject of sexual harassment of any kind should report the alleged sexual harassment immediately to his/her department head or supervisor, or to the Town Administrator or Assistant Town Administrator. An investigation of all complaints will be undertaken immediately under the direction of the Office of the Town Administrator. Any employee who, following appropriate investigation has been found to have sexually harassed another employee shall be subject

Deleted: Administrative Assistant

to appropriate sanctions depending on the circumstances, up to and including termination.

This policy may apply to conduct that occurs between co-workers that takes place outside the workplace (including, but not limited to, online conduct or conduct utilizing the internet or other electronic media), or during non-work hours. When the conduct complained of occurs outside the workplace or during non-work hours, the Town may consider the following and other factors in assessing whether the conduct constitutes conduct in violation of this policy:

- whether the event at which the conduct occurred is linked to the workplace in any way, such as at a Town-sponsored function;
- whether the conduct occurred during work hours;
- the context of conduct that occurs outside of normal work hours and whether there is any connection to the workplace;
- the severity of the alleged outside-of-work conduct;
- the work relationship of the complainant and alleged harasser, which includes whether the alleged harasser is a supervisor and whether the alleged harasser and complainant come into contact with one another on the job;
- whether the conduct adversely affected the terms and conditions of complainant's employment or impacted the complainant's work environment.

All employees should take special note that, as stated above, retaliation against an individual who has complained about discrimination, sexual harassment, and retaliation against individuals for cooperating with an investigation of a sexual harassment complaint is unlawful and will not be tolerated by this organization.

2-2.B. Definition of Prohibited Discriminatory Behavior

It is not possible to list all circumstances that may constitute discrimination in violation of this Policy. Discrimination may take many forms, including both verbal and nonverbal behaviors. Prohibited behavior includes, but is not limited to, the following behaviors connected to someone's membership in one or more groups protected by law as noted above: slurs or other derogatory comments; sharing demeaning pictures, cartoons, or jokes; demeaning gestures, and; any conduct constituting sexual harassment.

2-2.C. Definition of Sexual Harassment

In Massachusetts, the legal definition for sexual harassment is this: Sexual harassment means sexual advances, requests for sexual favors, and verbal or physical conduct of a sexual nature when:

- (a) submission to or rejection of such advances, requests or conduct is made either explicitly or implicitly a term or condition of employment or as a basis for employment decisions; or,
- (b) such advances, requests, or conduct have the purpose or effect of unreasonably interfering with an individual's work performance by creating an intimidating, hostile, humiliating, or sexually offensive work environment.

Under these definitions, direct or implied requests by a supervisor for sexual favors in exchange for actual or promised job benefits such as favorable reviews, salary increases, promotions, increased benefits, or continued employment constitutes sexual harassment. The legal definition of sexual harassment is broad and, in addition to the above examples, other sexually oriented conduct, whether it is intended or not, that is unwelcome and has the effect of creating a work place environment that is hostile, offensive, intimidating, or humiliating to male or female workers may also constitute sexual harassment. While it is not possible to list all those additional circumstances that may constitute sexual harassment, the following are some examples of conduct which, if unwelcome, may constitute sexual harassment, depending on the totality of the circumstances including the severity of the conduct and its pervasiveness.

- Unwelcome sexual advances—whether they involve physical touching or not;
- Sexual epithets, jokes, written or oral references to sexual conduct, gossip regarding one's sex life, comment on an individual's body, or comment about an individual's sexual activity, deficiencies, or prowess;
- Displaying sexually suggestive objects, pictures, cartoons;
- Unwelcome leering, whistling, brushing against the body, sexual gestures, suggestive or insulting comments;
- Discussion of one's sexual activities.

2-2.D. Procedures

1. Complaints of Discrimination, Sexual Harassment or Retaliation

If an employee believes that he or she has been subjected to sexual harassment, discriminatory behavior or retaliation, it is the Town's policy to provide the employee with the right to file an internal complaint. This may be done orally or in writing.

An employee may file a complaint of discrimination, sexual harassment or retaliation by contacting his or her department head or supervisor or alternatively the Town Administrator or Assistant Town Administrator. These persons will remain available to discuss any concerns employees may have and to provide information about the Town's policy on discrimination, sexual harassment or retaliation and the complaint process.

2. Discrimination, Sexual Harassment and/or Retaliation Investigation

When a complaint of discrimination, sexual harassment or retaliation is received, the Town will promptly investigate the allegation in a fair and expeditious manner. The investigation will be conducted in such a way as to maintain confidentiality to the extent practicable under the circumstances. The Town's investigation will include a private interview with the person filing the complaint and with any witnesses. The Town will also interview the person alleged to have committed the discrimination, sexual harassment or retaliatory behavior. When the investigation has concluded, the Town will,

Deleted: All employees should take special note that, as stated above, retaliation against an individual who has complained about sexual harassment, and retaliation against individuals for cooperating with an investigation of a sexual harassment complaint is unlawful and will not be tolerated by this organization.¶

Deleted: Administrative Assistant

to the extent appropriate inform the person filing the complaint and the person alleged to have committed the conduct of the results of that investigation.

If it is determined that inappropriate conduct has occurred, the Town will act promptly to eliminate the offending conduct, and where appropriate, impose disciplinary action.

2-2.E. Sanctions

If it is determined that inappropriate conduct has been committed by an employee, the Town will take such action as is appropriate under the circumstances. Such actions may include: counseling, information or formal reprimands, written or verbal warnings, suspension, reduction in pay, reduction in duties, transfers, and other formal sanctions, including termination from employment.

2-2.F. State and Federal Remedies

In addition to the above, if any employee believes he or she has been subjected to discrimination, sexual harassment or retaliation, he or she may file a formal complaint with either or both of the governmental agencies listed below. Using the Town's complaint process does not prohibit an employee from filing a complaint with either of these agencies. Please note that both agencies have short time periods for filing a claim (300 days)

1. The United States Equal Employment Opportunity Commission (EEOC)

John F. Kennedy Federal Building
475 Government Center
Boston, MA 02203
Phone: (800) 669-4000
TTY: (800) 669-6820

2. The Massachusetts Commission Against Discrimination

Boston Office

New Bedford Office

One Ashburton Place
Sixth Floor, Room 601
Boston, MA 02108
(617) 994-6000
TTY: (617) 994-6196

800 Purchase Street, Rm. 501
New Bedford, MA 02740
(508) 990-2390
Fax: (508) 990-4260

EQUAL EMPLOYMENT OPPORTUNITY, DISCRIMINATION, AND SEXUAL HARASSMENT POLICY

This acknowledges that I have received and reviewed the Town of Wellfleet's Equal Employment Opportunity, Discrimination, and Sexual Harassment Policy ("Policy"). By signing this form, I agree to abide by the Policy and any Guidelines promulgated thereunder, and I agree to review periodically any changes or modifications. I recognize that the law and associated Policy regarding Equal Employment Opportunity, Discrimination and Sexual Harassment are continually evolving. Therefore, I understand that my regular review of this Policy, as it may be amended, is required.

Print Name: _____

Signature: _____

Date: _____

To be included in employee's personnel file.



TOWN OF WELLFLEET

300 MAIN STREET WELLFLEET MASSACHUSETTS 02667

Tel (508) 349-0300

Fax (508) 349-0305

www.wellfleetma.org

MEMORANDUM

TO: BOARD OF SELECTMEN
FROM: HARRY SARKIS TERKANIAN, TOWN ADMINISTRATOR
SUBJECT: REVIEW OF BOARD OF SELECTMEN POLICIES
DATE: 6/18/2015
CC: ASSISTANT TOWN ADMINISTRATOR

I have been conducting a review of existing policies of the Board of Selectmen. In addition, the personnel Board is completing work on a draft personnel manual. Review of the draft manual by counsel has resulted in some recommended changes. To date the policies examined by me or by counsel, with my comments, include the following:

Sexual Harassment Policy. Attached is a copy of counsel's proposed revisions to bring the policy into compliance with current regulation.

Baker Field Tent Policy. Attached is a copy of the proposed revisions reflecting the comments of the Community Services Director and of the Recreation Director.

Workplace Violence Policy

Correct typo in last sentence in the "Harassment" section by deleting a comma so that the sentence reads:

Any employee who, following appropriate investigation has been found to have harassed another employee shall be subject to appropriate sanctions depending on the circumstances, up to and including termination.

Drug Free Workplace Policy.

In the first sentence the word "Community" should not be capitalized.

Quorum Policy

This policy is unnecessary. A quorum is a majority of a multi member body.

Computer Use Policy

With input from the Barnstable County IT Department I am working on a revision to this policy.

Senior Tax Workoff Policy.

Revised to reflect the separation of the Town Clerk and Town Treasurer positions.

Veterans Tax Workoff Policy.

Revised to reflect the separation of the offices of Town Clerk and Town Treasurer and to update the income eligibility thresholds.



TOWN OF WELFLEET

300 MAIN STREET WELLFLEET MASSACHUSETTS 02667

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

www.wellfleetma.org

MEMORANDUM

TO: BOARD OF SELECTMEN
FROM: HARRY SARKIS TERKANIAN, TOWN ADMINISTRATOR
SUBJECT: TAX TITLE PROPERTY
DATE: 6/18/2015
CC:

On December 30, 2010 the Town of Wellfleet recorded a tax taking against Unit 2B of the Misty Hill Condominium at 105 Pine Point Road for unpaid taxes for fiscal year 2007. The record owners of the property at the time of the taking were Christopher J. Denninger and Laura A. Golabek who acquired title to the property by deed recorded on September 26, 2005. The town subsequently filed a petition in Land Court to foreclose the tax title and on August 12, 2014 the Land Court entered final judgment foreclosing the taxpayers' right of redemption. Taxes have not been paid for fiscal 2007 or for any subsequent tax year.

The property is a seasonal condominium unit and continues to show evidence of intended seasonal occupancy. In order to acquire possession of the premises it is necessary to bring eviction proceedings against the taxpayers. This is a common procedure following foreclosure of a tax title and counsel is prepared to proceed.



TOWN OF WELLFLEET

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

PROPOSED FY16 BOARD OF SELECTMEN GOALS

As presented during June 9, 2015 BOS meeting

(In no particular order)

1. Overall increase in FY 2017 operating budget to be within Proposition 2½.
(Bruinooge)
2. Marina Dredging proposal costed out and brought to Town Meeting
(Pilcher)
3. Forensic Audit on one of the Big 3 budgets to begin annual reviews.
(Murphy, Wilson)
4. Review funding for maintenance & repair of public buildings; consider hiring separate maintenance personnel *(Houk, Murphy)*
5. Review all BOS policies, add new and reorganize as needed *(Wilson)*
6. Maintain current level of service without hiring additional full-time employees *(Bruinooge)*
7. Collaborate with other Outer Cape Towns & CDP to create "Outer Cape Summit" for housing/planning/job creation *(Pilcher)*
8. Create open communication with Board of Water Commissioners to work on updating Master Plan of Wellfleet Water System *(Murphy)*
9. Each department to review current fees and suggest feasible increases
(Bruinooge)
10. Continue to look for new revenue options & improve methods of financial intake and output *(Pilcher, Wilson)*

TOWN OF WELLFLEET, MASSACHUSETTS

**AGREEMENT FOR
ENGINEERING AND SUPPLEMENTAL SERVICES
IN CONNECTION WITH
CY2015 OPERATIONS AND MAINTENANCE OF THE
WELLFLEET LANDFILL AND TRANSFER STATION**

February 2015

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

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

SECTION 1. EMPLOYMENT OF ENVIRONMENTAL PARTNERS:

The Client hereby employs ENVIRONMENTAL PARTNERS, and ENVIRONMENTAL PARTNERS agrees to perform engineering and supplemental services for the Town of Wellfleet concerning the Operations and Maintenance of the Wellfleet Landfill and Transfer Station. These services will be rendered for calendar year 2015.

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

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

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

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

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

1. Task 1: Landfill Gas Monitoring and Reporting

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

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

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

2. Task 2: Groundwater Monitoring and Reporting

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

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

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

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

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

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

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

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

Transfer Station Inspections will be performed during two of the individual landfill gas monitoring events that will be conducted during 2015. The second of the two inspections will focus on those items that are included on the DEP's standard annual inspection form, which is provided by the DEP to all municipalities that operate transfer stations within the Commonwealth. That inspection form must be completed and forwarded to the DEP by mid-November of each year.

4. Task 4: Biennial Landfill Reporting

As required by DEP in their Landfill O&M Minor Modification Approval Letter, dated July 23, 2012, a biennial report must be submitted to DEP by February 15, 2016. This summary report will include a description of any activity (i.e. inspections and maintenance) at the site and summarize the results of the environmental monitoring programs.

SECTION 4. COMPENSATION:

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

shall not exceed \$6,403.

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

SECTION 5. REVISION OF SCOPE OF WORK:

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

SECTION 6. TIME OF COMPLETION:

ENVIRONMENTAL PARTNERS agrees to commence work under this Agreement immediately upon receipt of an executed copy of the Agreement. ENVIRONMENTAL PARTNERS shall put forth its best professional effort to perform all services under this Agreement as expeditiously as is consistent with professional skill and care and the orderly progress of the work. The period of performance for the scope of work indicated in SECTION 3 is calendar year 2015.

SECTION 7. GENERAL CONDITIONS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

said statutes or regulations.

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

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

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

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

TOWN OF WELLFLEET, MASSACHUSETTS

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

Date:

By:

Harry Sarkis Terkanian
Town Administrator

By: Environmental Partners Group, Inc.

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

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

*

Signature of Individual
Federal Identification Number: 07 -3378308

Environmental Partners Group

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

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

Environmental Partners Group, Inc.

**AGREEMENT FOR ENGINEERING SERVICES
CY2015 OPERATIONS AND MAINTENANCE OF THE
WELLFLEET LANDFILL AND TRANSFER STATION**

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

Approved by Board of Selectmen, _____, 2015

Berta Bruinooge _____

Paul Pilcher _____

Dennis Murphy, _____

Jerry Houk _____

Helen Maranda Wilson _____

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

Town Accountant _____, 2015

Marilyn Crary _____

Attested by Town Clerk _____, 2015

Joseph Powers _____



TOWN OF WELFLEET

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

To: Board of Selectmen
From: Harry Sarkis Terkanian, Town Administrator
Subject: Town Administrator's Report
Date: June 19, 2015

This report is for the period June 5, 2015 through June 18, 2015.

- 1 Snow and ice removal on private roads and private road maintenance. I met with the DPW Director and Assistant Director, and the Police and Fire Chiefs on June 17, 2015. I have requested that the DPW director update the 2005 cost estimates for three snow removal options: (1) plow only public roads; (2) plow as at present public roads and those paved private roads in acceptable condition; and (3) plow those private roads, paved or unpaved, in acceptable condition. I have also requested that the DPW Director recommend a set of standards unpaved private roads must meet in order to be eligible for snow and ice removal. I anticipate the information from the DPW and a report from the Police and Fire Chiefs on safety issues in time for the August 14, 2015 selectmen's meeting. At present there are 50 paved private roads that have passed inspection under the current policy. Unless additional paved private roads are brought up to specification and a re-inspection is requested by the end of October, no additional roads will be eligible for plowing this coming winter.
- 2 As required by the recently approved collective bargaining agreements with the Wellfleet Employees Association, a RFP for a wage and classification study for the WEA and non union positions has been issued. Two proposals were received by the due date and will be evaluated for a possible contract award.
- 3 I attended the *Police and Community: Creating Justice Together* program on June 14th in Orleans.
- 4 Dredging. The Dredging Working Group members attended the June 5th Marina Advisory Committee meeting and met again on June 12th. The group's focus is on preparing the case for dredging Wellfleet Harbor, including public safety and economic aspects. I have met with Cape Cod Commission staff, with a representative of Senator Wolf and with Representative Peake on this issue.
- 5 I have been appointed to the Cape Cod Regional Technical High School Building Committee.
- 6 Housing. The Town has been awarded a \$5,500 DHCD Local Technical Assistance Grant.
- 7 Cash control policy. The revised policy is scheduled for discussion with department heads on June 19th.

- 8 Additional Meetings.
 - a. June 5, 2015. Met with CPC Coordinator and Children's Place representatives regarding CPA funding for the playground at the COA. Also attended the Elementary School parade.
 - b. June 8, 2015. Met with the library trustees to discuss the reading room addition. Also attended the Building and Needs Assessment Committee to discuss their role as a building committee and the Town's facility maintenance needs.
 - c. June 9, 2015. Met with Fred Ambrose to discuss his concerns about the demolition delay bylaw. Also met with the Recreation Director and Assistant Town Administrator to discuss the status of the Baker Field restroom project.
 - d. June 10, 2015. Telephone Conference with town counsel to discuss rust issues with the water storage tank. Also met with the Deputy Executive Director of the Cape Cod Commission to discuss dredging.
 - e. June 11, 2015. Met with Chief Fiset and Lt. Hurley to review police department year end expenditure planning. Also attended the Cape Cod Managers June meeting. Also organized and attended the public review of Route 6 – Main Street design alternatives.
 - f. June 12, 2015. Telephone conference with the architect for the Baker Field restroom project. Also conducted the bid opening for disposition of surplus library books.
 - g. June 15, 2015. Attended presentation on Cultural Districts.
 - h. June 16, 2015. Met with Seth Rolbein to brief him on the harbor dredging project.
 - i. June 17, 2015. Herring River Restoration Committee meeting.
 - j. June 18, 2015. Met with Representative Peake. Also attended the Board of Water Commissioners meeting.
- 9 Personnel Matters:
 - a. Administrative actions (appointments are subject to disapproval by majority vote of the Board of Selectmen within 14 days; Charter section 5-4-1:
 - i. June 18, 2015 appointed Timothy Mercer and John Milliken assistant harbormasters for terms June 14, 2015 to October 15, 2015.
 - ii. June 18, 2015 appointed Marilyn Crary town accountant for a term from July 1, 2015 to June 30, 2018.
 - iii. I will be appointing a town hall employee as a parking officer and will be reappointing veterans service officers prior to July 1, 2015.
 - b. Current employment vacancies (Charter 5-3-2 (i)):
 - i. Building – Building Inspector is part time.
 - ii. Board of Health secretary position is vacant.

Town of Wellfleet Committee Vacancies

Date: June 18, 2015
To: Harry Terkanian
From: Jeanne Maclauchlan
Re: Appointments to Town Boards

The following provides the appointing authority with a comprehensive view of vacant positions on each Town Board. Each identifies the amount and type of positions that are vacant, the authority for making the appointment, the length of the term and the number of applications 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		

Bike & Walkways Committee (5 Members)

Vacant Positions	Appointing Authority	Length of Term
1 Position	Board of Selectmen	3 years
Requesting Appointment: No applications on file		

Board of Health (5 members)

Vacant Positions	Appointing Authority	Length of Term
1 Position	Board of Selectmen	3 years
Requesting Appointment: One application on file		

Building and Needs Assessment Committee (5 Members)

Vacant Positions	Appointing Authority	Length of Term
1 Position	Board of Selectmen	3 years
Requesting Appointment: No applications on file		

Cable Advisory Committee (5 Members)

Vacant Positions	Appointing Authority	Length of Term
2 Positions	Board of Selectmen	1 year
Requesting Appointment: No applications on file		

Cape Light Compact Governing Board (2 Members)

Vacant Positions	Appointing Authority	Length of Term
1 Alt. Position	Board of Selectmen	to be determined by BOS
Requesting Appointment: No applications on file		

Citizens Economic Development Committee (Infinite Members)

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

Cultural Council (no more than 22 members)

Vacant Positions Appointing Authority
13 positions Board of Selectmen
Requesting Appointment: **One application on file**

Length of Term
3 years

Energy Committee (11 members total)

Vacant Positions Appointing Authority
2 regular Positions Board of Selectmen
2 (Alternate) Positions Board of Selectmen
Requesting Appointment: No applications on file

Length of Term
3 years
3 years

Finance Committee (9 members, 2 alternate)

Vacant Positions Appointing Authority
1 Alternate Position Town Moderator
Requesting Appointment: no applications on file

Length of Term
3 years

Herring Warden (1 Warden, 1 Assistant Warden)

Vacant Positions Appointing Authority
1 Assistant Position Board of Selectmen
Requesting Appointment: No applications on file

Length of Term
3 years

Historical Commission (7 Members)

Vacant Positions Appointing Authority
2 Positions Board of Selectmen
Requesting Appointment: No applications on file

Length of Term
3 years

Personnel Board (4 Community Members)

Vacant Positions Appointing Authority
1 Position Board of Selectmen
Requesting Appointment: No applications on file

Length of Term
3 years

Recreation Committee (5 members)

Vacant Positions Appointing Authority
1 Position Board of Selectmen
Requesting Appointment: No applications on file

Length of Term
3 years

Recycling Committee (Up to 11 Members)

Vacant Positions Appointing Authority
2 Positions Board of Selectmen
Requesting Appointment: No applications on file

Length of Term
3 years

Shellfish Advisory Board (7 Members, 2 Alternates)

Vacant Positions Appointing Authority
3 Positions Board of Selectmen
Requesting Appointment: **One Application on file**

Length of Term
3 years

Wastewater Planning Committee (7 Members)

Vacant Positions Appointing Authority
2 Positions Board of Selectmen
Requesting Appointment: No applications on file

Length of Term
3 years



DRAFT

**Wellfleet Board of Selectmen
Minutes of June 9, 2015
Wellfleet Senior Center**

Present: Paul Pilcher, Chairman, Dennis Murphy, Berta Bruinooge, Helen Miranda Wilson, Jerry Houk, Town Administrator Harry Sarkis Terkanian and ATA Brian Carlson

Chairman Paul Pilcher called the meeting to order at 7:00 pm.

Announcements and Public Comment

Helen Miranda Wilson announced that SPAT is sponsoring an informational session on vibrio management regulations on June 10, 2015 at 3:30 pm at the Library.

Town Administrator Harry Terkanian announced that on Thursday, June 11, 2015 at 7:00 PM at the Wellfleet Senior Center the Wellfleet Community Forum will host an update of the design process for the Route 6/Main Street intersection. The Town's engineering contractor will review progress to date and will answer questions about the proposed four preliminary design alternatives.

Police Chief Ronald Fisette introduced the new summer Police Officers. Fisette announced that the Sprint Triathlon will take place on June 20, 2015, and warned the public that traffic will be impacted. He also said that a marching band request for a wedding taking place on June 21, 2014 at 4:30 pm has been received and arrangements are being made for safely accommodating the request. Fisette concluded his announcements by saying that one of the unmarked police cars is available to the Selectmen for the 4th of July parade.

Lilli Green invited the public to attend an Energy Fair sponsored by the Energy Committee on June 20, 2015 at the COA from 11:00 am to 4:00 pm. She said that all of the artwork on the posters was done by the WES 5th graders and thanked them for the great work.

Curt Felix announced that the Waste Water Committee has received additional \$75,000 grant money for oyster culching.

Licenses

Jody Craven was present to answer Selectmen's questions about the request for one day beer and wine license on August 22, 2015, 2 pm – 9 pm and waiving General Bylaws Article VII, section 19. Terkanian clarified that there should be a specific liquor liability coverage on the insurance certificate. Wilson requested a \$1,000 bond.

MOTION 215-234: Pilcher moved to approve the one day beer and wine license and the request for waiving General Bylaws Article VII, section 19 by Cape Cod Bay Challenge for August 22, 2015, 2 pm – 9 pm at Baker Field subject to \$1,000 bond, liquor liability coverage and meeting all other department heads conditions on the application. Bruinooge seconded and the motion passed 5-0.

Appointments

Richard Ciotti was present and expressed his interest to serve on the Housing Authority.

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MOTION 215-235: Wilson moved and Houk seconded to appoint Richard Ciotti to the Housing Authority with term ending with the 2016 Annual Town Election. The motion passed 5-0.

Wilson recognized the service of Judy Taylor to the Housing Authority.

Charles Cole was present to answer Selectmen's questions about his desire to be appointed back to the Energy Committee.

MOTION 215-236: Bruinooge moved and Wilson seconded to appoint Charles P. Cole to the Energy Committee with term ending June 30, 2018. The motion passed 5-0.

Reappointments

MOTION 215-237: Pilcher moved and Bruinooge seconded to reappoint:

- Kevin LaRocco, George Spirito, Ryan Murphy and Joseph Conroy to full time Police Officer for the period July 1, 2015 - June 30, 2016.
- Laceio De Oliveira, Scott Higgins, Jonathan Hale and Jerre Austin to Special Police Officer for the period July 1, 2015- June 30, 2016.
- Paul Cullity to Special Police Officer – Department Chaplain for the period July 1, 2015- June 30, 2016.
- Leslie Reynolds, Craig Thatcher, Steve Glaser, Christopher Anderson, W. Russell Hughes, Christopher Hartsgrove, Eric Trudeau, Timothy Morrison, Ryan Peterson and Anne Peterson of the NPS to be re/appointed to Special Police Officer for the period July 1, 2015- June 30, 2016.
- Detective Adam Bohannon and Officer Ryan Dagle of Eastham PD, Detective Sergeant David Perry of Truro PD, Detective Richard Alves and Detective Meredith Lobur of Provincetown PD to Special Police Officer for the period July 1, 2015- June 30, 2016.
- Diane Galvin and John Duane to Board of Assessors with terms ending June 30, 2018.
- Hugh Guilderson to Building and Needs Assessment Committee with term ending June 30, 2018.
- Thomas Cole, Richard Gurnsey & Jeffrey Tash to Cable Advisory Committee with terms ending June 30, 2016.
- Curt Felix to Cape Cod Water Protection Collaborative Technical Advisory Committee with term ending June 30, 2017.
- Peter Hall to the Community Preservation Committee with term ending June 30, 2018.
- Edward Simpson and Trudy Vermerhen to the Conservation Commission with terms ending June 30, 2018.
- Ernest Bauer, Maureen Schraut and Evelyn Sheffres to the Council on Aging Board with terms ending June 30, 2018.
- Madeleine Entel, Paula Erickson and Michele Olem to the Cultural Council with terms ending June 30, 2018.
- Janet Drohan and Gary Locke to the Board of Health with term endings June 30, 2018.
- Richard Elkin and Jeffrey Tash to the Energy Committee with terms ending June 30, 2018.
- Maria Burks, Lydia Vivante and Thomas Siggia to the Historical Commission with terms ending June 30, 2018.
- Paul Cullity, Robert Dubeau, Stephen Durkee, Barbara Knapp and Gary Sorkin to Local Housing Partnership with terms ending June 30, 2016.

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- Frederick Felix, Joel Fox, William Iacuess, Alice Iacuess, Martha Wilson and John A. Wolf to the Marina Advisory Committee with terms ending June 30, 2018.
- John Duane and Ned Hitchcock to Natural Resources Advisory Board with terms ending June 30, 2018.
- Bruce Hurter, Robert Jackson, Elizabeth McDonald, Nancy Rea, Thomas Slack, Lynn Southey and Nancy Golden to Open Space Committee with terms ending June 30, 2016.
- Arlene Kirsch to Personnel Board with term ending June 30, 2018.
- Andrew Freeman and Gerald Parent to Planning Board with terms ending June 30, 2020.
- Bethia Brehmer to the Recycling Committee with term ending June 30, 2018.
- Betsey Patterson to Registrar of Voters with term ending June 30, 2018.
- Barbara Austin, Rebecca Taylor, John Duane and James O'Connell to Shellfish Advisory Board with terms ending June 30, 2018.
- Susan Messina to Taxation Aid Committee with term ending June 30, 2017.
- Neil Gadwa and Hannelore Vanderschmidt to the Board of Water Commissioners with terms ending June 30, 2018.
- Roger Putnam, Trevor Pontbriand and Donald Palladino to Zoning Board of Appeals with terms ending June 30, 2018.

The motion passed 5-0.

Use of Town Property:

Continued from May 26, 2015 discussion ensued about the request of Charlene Weber to use LeCount Hollow Beach from June 22 until August 23 from 7:00 am to 8:30 am on Sundays, Mondays, Wednesdays and Fridays for "Well Fit" class. Miss Weber was present to answer Selectmen's questions. Houk wanted to hear the opinion of the Beach Administrator Suzanne Grout Thomas about potential RFP in the future. Bruinooge also wanted to hear the opinion of Thomas. Thomas voiced her concerns. Wilson supported the idea for the class. Thomas clarified that the legal name of the beach is Maguire Landing. Terkanian said that previously \$350 use fee has been charged for similar events.

MOTION 215-238: Pilcher moved and Wilson seconded to approve the request of Charlene Weber to use Maguire Landing from June 22 until August 23 from 7:00 am to 8:30 am on Sundays, Mondays, Wednesdays and Fridays for "Well Fit" class. Conditions: proof of liability insurance and \$300 event fee. The motion passed 5-0.

Discussion ensued about the request of Jody Craven and Christa von der Luft to use Mayo Beach and Baker Field on August 22, 2015 from noon to 9:00 pm for stand up paddle boarding event for the Cape Cod Bay Challenge. The applicants addressed Selectmen's and Town Administrator's concerns.

MOTION 215-239: Murphy moved and Wilson seconded to approve the request of Jody Craven and Christa von der Luft to use Mayo Beach and Baker Field on August 22, 2015 from noon to 9:00 pm for stand up paddle boarding event for the Cape Cod Bay Challenge. Conditions: application fee has to be paid, nonprofit - no event fee, \$1,000 bond, and proof of insurance with liquor liability coverage. The motion passed 5-0.

MOTION 215-240: Wilson moved and Murphy seconded to approve the request of Voyages Bernard Gendron to use Newcomb Hollow Parking lot for a bus, trailer and a small table for lunch on June 16, October 4 and October 10 between 11:30 AM and 1 PM. Application fee paid; use fee \$100 per occurrence. The motion passed 5-0.

MOTION 215-241: Bruinooge moved and Murphy seconded to approve the request of Scott Nagle, Brohaun to use Cahoon Hollow Beach on August 9, 2015 from 9 am until 5 pm. Conditions: application fee has to be paid, no event fee. The motion passed 5-0.

Business

MOTION 215-242: Wilson moved and Bruinooge seconded to authorize Chairman Pilcher to sign the affordable housing rental restriction for the property of Laurie Frottier at 249 Gross Hill Road. The motion passed 5-0.

Consider and act on a revised charge of the Building and Needs Assessment Committee

Hugh Guilderson, Chair of the Building and Needs Assessment committee talked about why the revised charge is needed in terms to keep the process clear and transparent and to provide funds for maintenance of public buildings. Discussion ensued. Concerns raised were that there was no consistent funding mechanism for repairs and restorations of historical and public buildings. Murphy expressed his support and said how pleased he was with the Committee's activities so far. The other Selectmen unanimously agreed with the proposal.

MOTION 215-243: Wilson moved to approve the Building and Needs Assessment Committee letter of request. Murphy seconded and the motion carried 5-0.

Herring River Restoration status update of MOU III and recommendation of design alternative for High Toss Road

Terkanian opened the discussion on the current draft of Herring River Restoration Project (HRRP) MOU III dealing with alternatives for High Toss Road¹ and briefly went over how the project is intended to be implemented. He clarified that this project does not commit the Town to any funding other than what the taxpayers will vote to appropriate. Pilcher had concerns about future maintenance costs. Wilson also expressed her concerns and said that she will distribute a memo with suggestions. Donald Palladino of Friends of Herring River presented the High Toss Road design alternative as presented in MOU III. He talked about the three public hearings held so far. Murphy also had concerns on the future maintenance of the road and said that it would put burden on the Town and the taxpayers. Bruinooge wanted to better understand the recommended option referred to A+. Laura Runkel said that she would like to see a solution for community access. Brant Harold talked about a historical research of the area he had done. Terkanian referred to a letter² from Jody Birchall received via email on the afternoon prior to the meeting. Palladino explained the natural restoration process and how that might impact the road. He also explained the urgency for a Selectmen's decision in terms of funding opportunities for the design process. Murphy talked about 1973 repair of the road by the DPW when the old dike blew out. Wilson gave an example about a similar tidal situation on Lt. Island. Curt Felix wanted to know if similar to Lt. Island solution has been explored. Pilcher directed Paladin to provide a recommendation for some sort of access aka Option A+. Bruinooge supported this idea. Stephen Spear of the Friends of Herring River clarified that access to High Toss Road could be seen in two ways: 1) legal access, and 2) physical access that is already addressed in three out of the four alternatives. He also explained complications of leaving the elevated area of the road and encouraged the Selectmen to make a decision.

MOTION 215-244: Murphy moved and Bruinooge seconded to eliminate options B, C and D and direct Friends of the Herring River to further explore option A+ of the the Herring River Restoration Project. Wilson proposed to amend the motion to not use treated lumber. No one seconded the amendment, Pilcher opposed it and the original motion passed 5-0.

Preschool Voucher Program review and approval of program forms³

Bruinooge had some suggestions to the language on the preschool vouchers application letter to say “enrolled” instead of “attending” an accredited preschool program. Community Services Director Suzanne Grout Thomas agreed with the proposed amendment.

MOTION 215-245: Bruinooge moved and Murphy seconded to approve the Preschool Voucher Program letter and forms as amended. The motion passed 5-0.

Status report from the Citizens Economic Development Committee.

Judith Stiles gave a presentation to the Selectmen about the many programs and activities of the Citizens Economic Development Committee. Pilcher expressed his appreciation the the Committee. Wilson said she also appreciates the activities of the Committee, but wanted to know why the Committee could not take their own minutes. David Rheault, Chair of the Committee answered the question by saying that historically the Assistant Town Administrator Rex Peterson has been taking the minutes. Houk talked about previous success of the holiday stroll back in the 80’s and suggested revisiting this.

Recess at 8:37 PM. The meeting resumed at 8:43 PM.

Re-landscaping proposal for Town Hall lawn

Terkanian presented the first cut plans⁴ for re-landscaping the Town Hall lawn. The Selectmen decided to revisit this matter at a future meeting.

Appeal of Murro Van Meter regarding award of Newcomb Hollow concession contract

Murro Van Meter withdrew his appeal of the original decision. He also brought to the Selectmen’s attention the fact that the winning bidder has not been present on site on regular bases and said that he thinks this can be used as a way to dismiss the bid award and re-award it. Terkanian presented information about the mean weather temperature in May and the first week of June in terms of beach weather. He confirmed that the Town has been paid by the vendor Winterbottoms for the full bid award. Suzanne Thomas confirmed that she had a conversation with the Winterbottoms on how many days they have been on site. Van Meter referred to a contract provision requiring the winning bidder to be present on any given beach day. Houk spoke about the importance of being consistent. Wilson gave her interpretation of the contract provisions for being present. No action was taken by the Selectmen.

Discussion of Selectmen’s goals for FY 2016

Each of the Selectmen presented their goals for FY16 as follows:

Berta Bruinooge: 1. Overall increase in FY 2017 operating budget to be within Proposition 2½; 2. Each department to review current fees and to suggest feasible increase; 3. Maintain current level of service without hiring additional full time employees

Helen Miranda Wilson: 1. Go through all BOS policies, add new as needed and reorganize their content; 2. Begin a cycle of forensic reviews of Town departments; 3. Improve methods of financial intake and output.

Jerry Houk: 1. Better planning for maintenance of municipal buildings. It may involve hiring a separate maintenance crew

Dennis Murphy: 1. Find a funding source for maintenance and repair of public buildings; 2. Conduct a performance audit on one of the Big 3 budgets per year; 3. Create open communication with the Board of the Water Commissioners to work together on updating the Master Plan of the Wellfleet Municipal Water System.

Paul Pilcher: 1. Marina Dredging; 2. Continue to look for new options for revenue; 3. Collaborate with other Outer Cape Towns and Community Development Partnership (CDP) to create "Outer Cape Summit" for housing, employment, jobs, planning and zoning.

Pilcher said that he will assemble a list of prioritized goals for the next meeting.

Coast Guard request⁵ for resident beach stickers rates to guardsmen stationed at Provincetown
MOTION 215-246: Bruinooge moved and Murphy seconded to approve the Coast Guard request that the Town offer beach stickers at Wellfleet resident rates to guardsmen stationed at Provincetown. The motion passed 5-0.

Request for waiver of claims against the Commonwealth associated with railroad right of way taking by Massachusetts DCR

Terkanian presented the request for waiver of claims against the Commonwealth associated with railroad right of way taking by Massachusetts DCR⁶ and gave a historical background of the request by referring to documents⁷ in the meeting packet.

MOTION 215-247:

Bruinooge moved and Wilson seconded to approve the request for waiver of claims against the Commonwealth associated with railroad right of way taking by Massachusetts DCR. The motion passed 5-0.

Review and approval of extension to the IT support contract with Barnstable County

MOTION 215-248: Murphy moved and Bruinooge seconded to approve the extension to the IT support contract with Barnstable County IT. The motion passed 5-0.

Town Administrator's Report

Terkanian presented his report⁸ and added three additional items:

1. The FY15 budget is on schedule
2. He reported that he is working with the BWC on master plan update. Possibly an engineering intern from Tufts will be used to research alternatives to traditional Water System expansions.
3. He will be appointing the Executive Assistant to be also the Water System manager.

Future Concerns

Terkanian proposed the following for consideration for future Board agendas

- Accepting MGL Chapter 32B sections 21-23
- FY15 transfers are expected to be available for June 23, 2015 meeting; the deadline for transfers is July 15, 2015.
- Public hearing on snow and ice removal and maintenance of private roads will be scheduled for June 23 or July 14 meeting.
- The Marina Advisory Board is working on combining Mooring and Marina regulations in single document. A public hearing will be scheduled for the Selectmen to consider the change.

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- Mayo creek restoration committee would like to be on June 23 meeting agenda
- Public hearing on amending Shellfish Rules and Regulations on gear heights limits for one of the meetings in July.
- July and August meeting schedule

Correspondence and Vacancy Report

Wilson presented the correspondence⁹ report. Terkanian suggested advertising or sending a press release to the media about the upcoming board and committee vacancies¹⁰.

Minutes

Pilcher had two changes to the minutes¹¹ of May 26, 2015: 1. Add the vote to motion 215-227 and 2. Item 5 on Future Concerns should read duck bill not duct bill.

MOTION 215-249: Bruinooge moved and Murphy seconded to approve the minutes of May 26, 2015 as amended. The motion passed 5-0.

Executive session & Adjournment

Pilcher read the purpose of the executive session in public meeting: *To conduct a grievance hearing involving the Wellfleet Police Officer's Union* and stated that discussing it in open session may have a detrimental effect.

MOTION 215-250: Bruinooge moved and Wilson seconded to enter into executive session and not go back into public session. The motion passed by each Pilcher, Murphy, Bruinooge, Wilson and Houk saying "Aye". The public meeting adjourned at 9:20 pm

Respectfully submitted,

Michaela Miteva, Executive Assistant

Public Record Documents

¹ Herring River Restoration status update of MOU III and recommendation of design alternative for High Toss Road

² Email letter from Jody Birchall regarding HRRP and High Toss Road dated June 9, 2015

³ Proposed letter and forms for Preschool Vouchers

⁴ First cut of plans to re-landscape the Town Hall lawn

⁵ Coast Guard request for resident beach stickers rates to guardsmen stationed at Provincetown

⁶ Documents related to the request for waiver of claims against the Commonwealth associated with railroad right of way taking by Massachusetts DCR

⁷ Supporting documents on Railroad taking from Mass DCR

⁸ TA report of June 5, 2015

⁹ Correspondence report of June 9, 2015

¹⁰ Vacancy report of June 5, 2015

¹¹ Minutes of May 26, 2015