



Board of Selectmen

The Wellfleet Board of Selectmen will hold a public meeting on Tuesday, July 26, 2016 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]**
 - A.** Pursuant to General Laws, chapter 82, section 32A, to consider whether to discontinue maintenance of that portion of High Toss Road bounded on the west by its intersection with Duck Harbor Rd and bounded on the east by its intersection with Rainbow Ln, a distance of approximately one thousand feet.
- III. Licenses - NONE**
- IV. Appointments/Reappointments**
 - 1) Appointment of the Town Administrator as Parking Control Officer with a term to June 30, 2017
 - 2) Applications on file from Louise Ann Ledkovsky, Judith Cumbler and Richard Willecke for appointment to the Cultural Council with a term to June 30, 2019. (11 vacant positions)
 - 3) Application on file from Mary Ellen Manning for appointment to the Planning Board with a term to June 30, 2019. (1 vacancy)
- V. Use of Town Property**
 - 1) Request of Wellfleet Democrats to use Town Hall lawn to distribute literature on Saturdays and Sundays from 10 am to 12 pm in August and September. Use fee TBD.
- VI. Business**
 - A.** Joint meeting with the Finance Committee and the Police Station Building Committee to hear an update on the police station renovation project. [Police Station Design Building Committee & Rick Pomroy]
 - B.** Approve submission of a Notice of Intent application and a MESA Project Review Checklist for maintenance dredging of all town managed channels and anchorages within Wellfleet Harbor. [ATA]
 - C.** Approve submission of a U.S. Army Corps of Engineers application for Department of the Army Permit for Wellfleet Harbor Maintenance Dredging. [ATA]
 - D.** Request for letter supporting legislation necessary for Herring River Restoration land swap. [B. Zehnder]
 - E.** Approval of contract with Karen Sunnarborg for Housing Consulting Services. [ATA]
 - F.** Award of Designer Services Contract to Stephen Hale, Associates and Architects in the amount of \$25,000 for the design and administration of construction of the reading room addition on the Wellfleet Public Library. [ATA]
 - G.** Assembly of Delegates Update [L. Green]
 - H.** Award a Septic Pumping Services Contract to Robert B. Our Company [ATA]
 - I.** Discussion and action on conflict of interest disclosures for Ali Sands [ATA]
 - J.** Authorize the Chair of the Bard to sign the Final Draft MOU III for Herring River Restoration Project
 - K.** Discussion to increase efficiency of the Board in processing routine requests [ATA]
 - L.** Discussion of the Board of Selectmen FY 2017 Goals [BOS]
- VII. Town Administrator's Report**
- VIII. Future Concerns**
- IX. Correspondence and Vacancy Report**
- X. Minutes [July 12 & July 14]**
- XI. Adjournment**

RECEIVED
TOWN OF WELLFLEET
JUL 22 AM 9:57

Town of Wellfleet

Public Hearing

Discontinuance of Maintenance on a Portion of High Toss Road

The Wellfleet Board of Selectmen will hold a public hearing on July 26, 2016 at 7:05 PM at the Council on Aging, 715 Old King's Highway in Wellfleet pursuant to General Laws, chapter 82, section 32A, to consider whether to discontinue maintenance of that portion of High Toss Road bounded on the west by its intersection with Duck Harbor Road and bounded on the east by its intersection with Rainbow Lane, a distance of approximately one thousand feet.



**TOWN OF WELLFLEET
APPLICATION FOR TOWN BOARDS & COMMITTEES MEMBERSHIP**

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

FILL OUT THE FORM BELOW and mail it to:

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

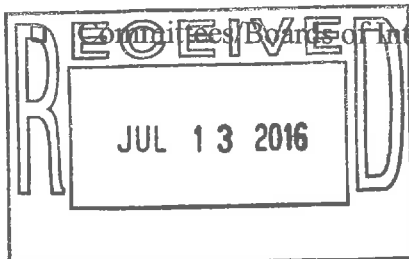
☐ Name Lovise Annledkovsky Date July 13, 2010
Mailing Address PO Box 27
So Wellfleet MA 02663
Phone (Home) 508-349-3525 (cell) 508-237-2319
E-mail agiledkovsky@gmail.com

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

employed at Cape Cod Museum of Art, Arts Fdn.
@ Cape Cod Fine Arts Work Center and
former bd. member of Wellfleet Preservation Hall.

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

degree in Arts History from New York University
panel member - in arts education - for
National Endowment for the Arts -
Mass Cultural Council - local cultural council
member for 6 years - wellfleet cultural council



1) Wellfleet Cultural Council
2) _____
3) _____



TOWN OF WELLFLEET
APPLICATION FOR TOWN BOARDS & COMMITTEES MEMBERSHIP

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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 Judith Cumbler Date July 13 2016

Mailing Address 380 Old Chequessett Neck Rd
Wellfleet

Phone (Home) 508-349-7226 (cell) 502 640 3242

E-mail judith.cumbler@yahoo.com

☐ Please describe briefly any work experience, including volunteer service, that you feel would be useful to the Town: refined social worker. Hospice volunteer
30+ years food party - Naacat neighbors.

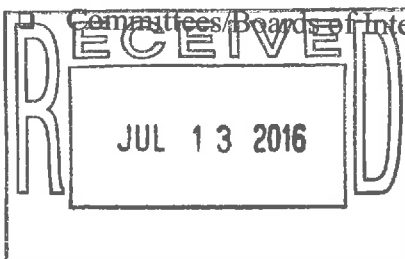
☐ Please add any other information that you think may be useful, including education or other formal training, specialized courses, professional licenses or certifications, etc.:

MSW, social work lic. MA worked with
children & families in clinical settings

Committees/Boards of Interest: 1) Cultural Coun.

2) _____

3) _____



TOWN OF WELLFLEET

APPLICATION FOR APPOINTMENT TO TOWN BOARDS & COMMITTEES

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

FILL OUT THE FORM BELOW and mail it to:

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

☒ Name Richard Willecke Date 7/11/16
 Mailing Address 50 Whidbey Way
Wellfleet MA 02667
 Phone (Home) 508-349-7811 Phone (Business) 908-578-0191
 e-mail: RCWLLCK@AOL.COM

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

12 yrs Board of Health member
11 yrs as chair.

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

Musician

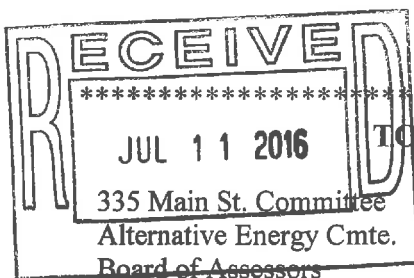
Host of Straight No Chaser &

Big Willy's Juke Joint on WomR/WFMR

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

2) _____

3) _____



TOWN OF WELLFLEET BOARDS & COMMITTEES

335 Main St. Committee
 Alternative Energy Cmte.
 Board of Assessors

Beach Study Committee
 Building & Needs Assessment
 *Bylaw Committee
 Cable Advisory Committee
 Charter Review Cmte.
 Coastal & Pond Access Cmte.
 Commission on Disabilities
 Community Preservation Cmte.
 Conservation Commission

Council on Aging
 Cultural Council
 *Finance Committee
 Board of Health
 Health Care Campus Committee
 Herring River Restoration Project
 Historical Commission
 Historical Review Board
 Local Comprehensive
 Planning Committee
 Local Housing Partnership
 Marina Advisory Committee

Natural Resources Advisory Brd.
 Open Space Committee
 Personnel Board
 Planning Board
 Recreation Committee
 Recycling Commission
 Shellfish Advisory Committee
 *Social/Human Services Cmte.
 Board of Water Commissioners
 Water Issues Advisory Committee
 Zoning Board of Appeals

* Appointed by Moderator

5/06



TOWN OF WELLFLEET
APPLICATION FOR TOWN BOARDS & COMMITTEES MEMBERSHIP

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

FILL OUT THE FORM BELOW and mail it to:

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

☐ Name Mary Ellen Manning Date 7-14-16

Mailing Address 5 Rarview Rd.
Wellfleet, MA 02667

Phone (Home) 508-349-2657 (cell) 617-312-4780

E-mail manningstudios@comcast.net

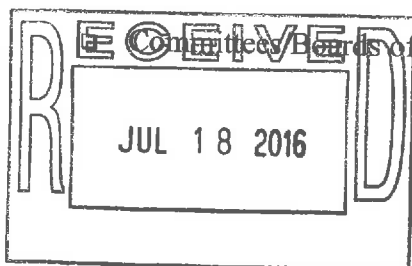
☐ Please describe briefly any work experience, including volunteer service, that you feel would be useful to the Town: Currently, I volunteer at Wellfleet Bay Audubon

Sanctuary at the front desk. My experience working in journalism
and public affairs will be an asset to the Planning Board.
I also worked in a variety of capacities at several Harvard teaching
hospitals in Boston, and received awards for my work in public affairs
at Dana-Farber Cancer Institute.

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

Umass-Amherst, B.A., Journalistic Studies

Defense Information School, Diploma, Information Specialist
(journalist)



Committees/Boards of Interest:1)

Planning Board

2)

3)

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

Applicant Michele Olem Affiliation or Group Wellfleet Democrats
Telephone Number 508 498 7596 Mailing Address PO Box 97
Email address molemo.comcast.net Wellfleet 02667
Town Property to be used (include specific area) front of town hall

Date(s) and hours of use: Sat - Sunday in August + September
10 to 12

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.

2 people to distribute literature

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

none

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

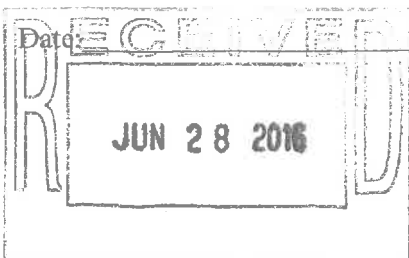
_____ Approved with the following condition(s): _____

_____ Disapproved for following reason(s): _____

Processing Fee: 20.00

Fee: _____

(over)



APPLICANT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSPECTIONS

Health/Cons. Agent Signature:

Comments/Conditions:

Permits/Inspections needed:

X

Inspector of Buildings Signature:

Comments/Conditions:

Permits/Inspections needed:

X

Police Dept. Signature:

Comments/Conditions:

[Signature] OK
6/30/10

Fire Dept. Signature:

Comments/Conditions:

[Signature] OK
7/8/10

DPW Signature:

Comments/Conditions

7/14/16 *Paul Bishley*
Pick up and
dispose of discarded literature
post event

Beach Dept. Signature:

Comments/Conditions:

X

Shellfish Constable Signature:

Comments/Conditions:

X

Harbormaster Signature:

Comments/Conditions:

X

Recreation Dept. Signature:

Comments/Conditions:

X

Town Administrator:

Comments/Conditions:

OK *Bu*

2010 8-5 1006

Wellfleet Police Station Project – BOS and FinCom Presentation

July 26, 2016, 7:00pm @ COA

Updates

1. Project Budget Update

- A. Design Development Phase Estimates – Report on (2) estimates
- B. Budget Comparison Report – May 2016 Projections vs July 2016 Estimates
- C. Renovation vs New Construction Research – Report

2. Temporary Facility

- A. Review of Planned Approach and Plan

3. Building Views

- A. Update

4. Siding Comparisons

- A. Fiber Cement Siding vs White Cedar Shingles Study Results
 - Fiber Cement Siding – 50 year replacement, 15 year fade/chip warrantee.
 - 1. Estimated cost over 50 years = \$115,000.00
 - White Cedar Shingles – 25 year replacement, paint/stain every 5 years.
 - 1. Estimated cost over 50 years = \$237,000.00
- B. Visual Feature Comparison – Ability to reduce massing appearance with FCS.

5. Schedule Update

- A. Construction Documents Complete - September 2, 2016
- B. Bidding Complete - October 14, 2016

6. Open Discussion/New Business

Wellfleet Police Department

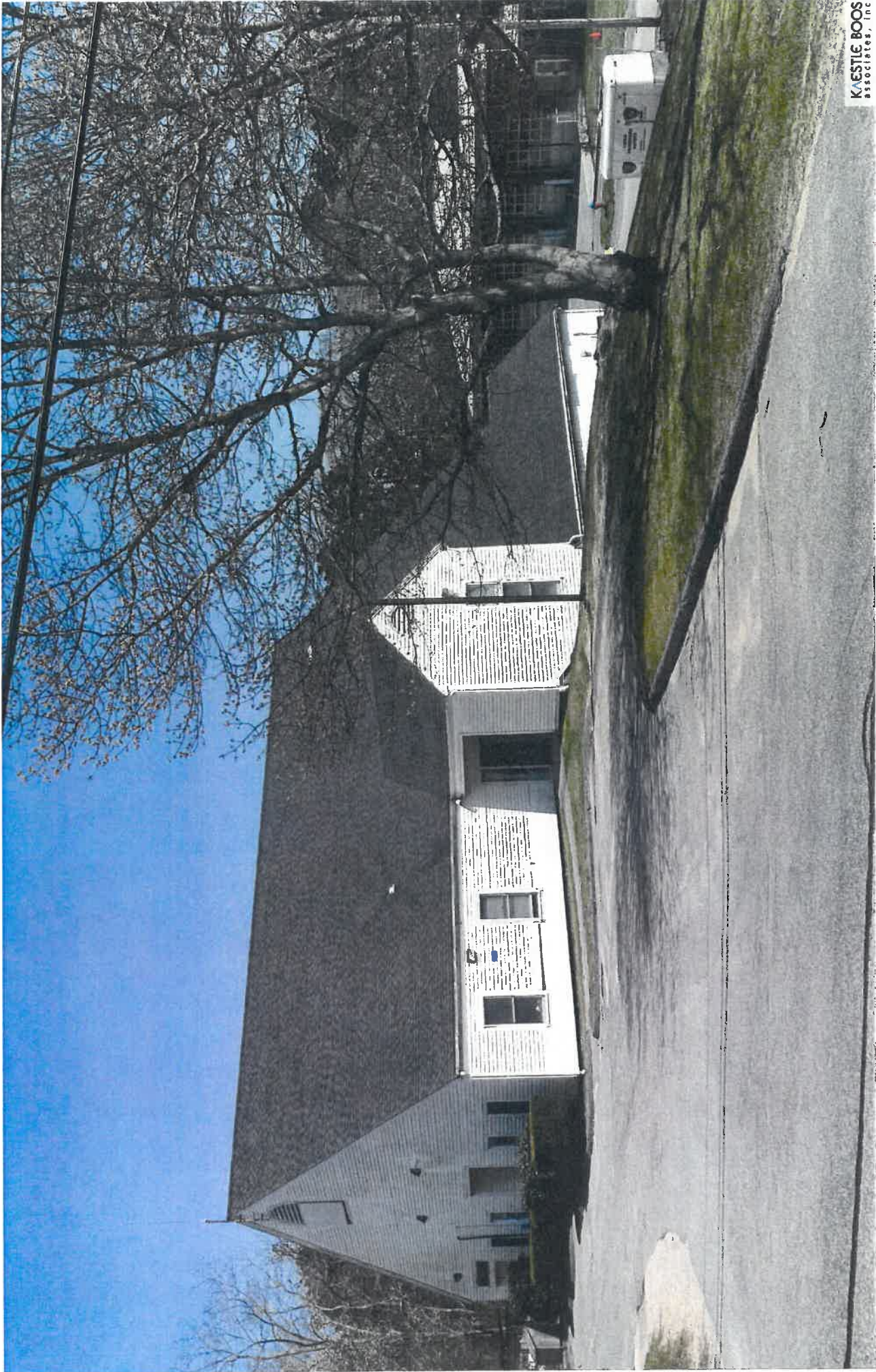


Project Budget Comparisons - Schematic Design vs Design Development - UPDATED 072216

Item		2014 Study Area	May 2016 SD Projections	2016 Study Area	July 2016 DD Estimates	Variations
Site Development Costs						
Site Work (Reno)		48,352 sf	\$278,860	48,352 sf	\$538,862	\$260,002
Site Work (New)		600 sf	\$41,610	600 sf		
Building Construction Costs						
Police Dept. Bldg (Renovation)		10,278 sf	\$2,684,470	10,278 sf	\$3,408,657	\$724,187
Police Dept. Bldg (Additions)		370 sf	\$166,500	370 sf		
Temp Facility (Allowance)			\$0		\$295,283	\$295,283
Subtotal			\$3,171,440		\$4,242,802	\$1,071,362
Design & Pricing Contingency	@ 12.0%		\$380,573	7.5%	\$318,210	(\$62,363)
Temp Facility (Allowance)			\$250,000			
Subtotal			\$3,802,013		\$4,561,012	\$758,999
General Conditions & Overhead	@ 8.10%		\$300,600	8.50%	\$387,686	\$87,086
Bonds & Insurance	@ 2.70%		\$108,300	1.65%	\$81,653.52	(\$26,646)
Overhead & Profit	@ 4.50%		\$185,400	3.00%	\$150,911	(\$34,489)
Permit	Waived by Town		\$0		\$0	\$0
Escalation	@ 4.00%		\$172,200	1.46%	\$75,646	(\$96,554)
Total Construction Cost			\$4,568,513		\$5,256,909	\$688,396
Owner's Indirect Costs						
Land Survey			\$10,000		\$10,000	\$0
Geotech			\$8,500		\$8,500	\$0
Building Commissioning			\$15,000		\$15,000	\$0
Arch. & Eng. Fees			\$305,000		\$305,000	\$0
Reimbursable Expenses			\$20,000		\$20,000	\$0
Project Management			\$260,000		\$260,000	\$0
Structural Peer Review			\$2,500		\$2,500	\$0
PPD Furnishings, Furniture & Equipment			\$128,000		\$128,000	\$0
Communications Equipment (Allowance)			\$130,000		\$130,000	\$0
Reproduction /Miscellaneous			\$10,000		\$10,000	\$0
Legal/Advertising			\$4,000		\$4,000	\$0
Material Testing			\$20,000		\$20,000	\$0
Owner's Contingency	@ 10%		\$544,000	@ 10%	\$626,000	\$82,000
Estimated Owner's Costs			\$1,457,000		\$1,539,000	\$82,000
Total Project Cost			\$6,025,513		\$6,795,909	\$770,396
	Elevator Alternate w/ Mark-ups		\$420,000		\$420,000	\$420,000
Total Project Cost			\$6,445,513		\$7,215,909	\$770,396







K/ESTLE BOOS
Associated, Inc.







DESIGNED BY: [illegible]
DATE: 10/20/2010
DRAWN BY: [illegible]
CHECKED BY: [illegible]
APPROVED BY: [illegible]





WELLFLEET
 POLICE
 STATION

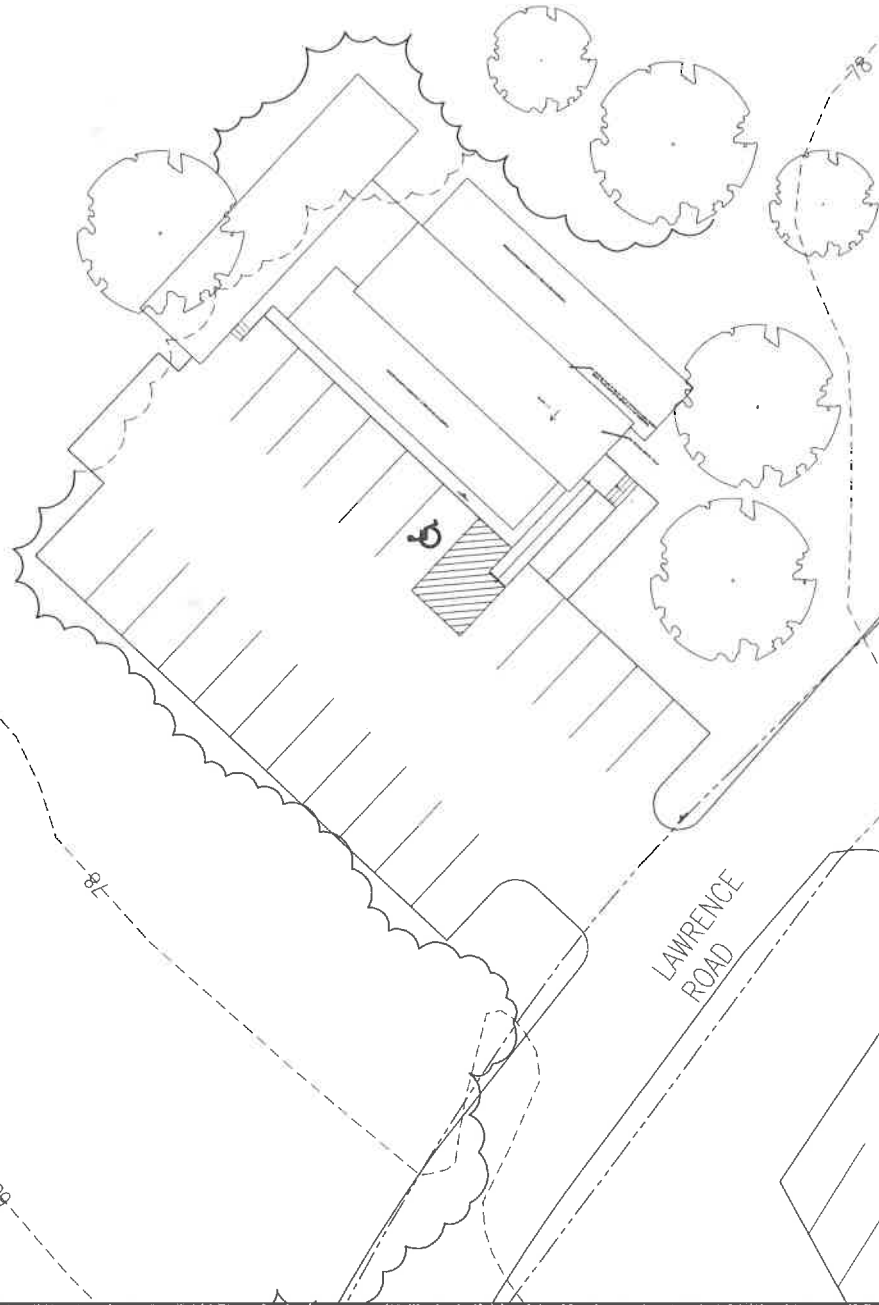
315 GROSS HILL ROAD
 WELLFLEET, MA 02587

PROJECT NO.: 0001

SITE PLAN
 TEMPORARY
 LOCATION

PH1.01

1. CONTRACTOR SHALL CLEAR AND GRUB AS NECESSARY FOR INSTALLATION.
2. CONTRACTOR SHALL PROVIDE WATER CONNECTION FROM STREET TO TRAILERS.
3. CONTRACTOR SHALL PROVIDE SEPTIC SYSTEM FOR TRAILERS.
4. ALL SUSCEPTIBLE UTILITIES SHALL BE INSULATED INCLUDING WATER AND SEPTIC.
5. PROVIDE CONCRETE PADS FOR GENERATOR.
6. PROVIDE SIGNAGE FOR ADA PARKING (1) & VISITOR PARKING (TYP OF 3)
7. PARKING SURFACE SHALL BE 6" OF T-BASE, ROLLED AND COMPACTED.



WELLFLEET



TOWN OF WELFLEET

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

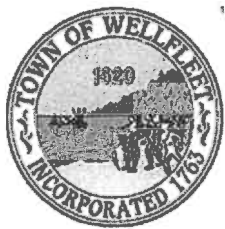
MEMORANDUM

TO: BOARD OF SELECTMEN
FROM: ACTING TOWN ADMINISTRATOR
SUBJECT: DREDGING PERMIT APPLICATIONS
DATE: 7/21/2016
CC:

Russ Titmuss of Bourne Consulting has provided you with three permit applications that require your authorization and the signature of the Chair in order to be submitted. They include the Notice of Intent Application under the State Wetlands Protection Act and the Wellfleet Environmental Protection Regulations, the MESA Permit Application under the State Endangered Species Regulations and the Army Corps of Engineer Permit Application.

Proposed Motion:

To authorize the Chair of the Board of Selectmen to sign the Notice of Intent, MESA and Army Corps permit applications for the Wellfleet Harbor Dredging Project for submission to their respective permitting authorities.



TOWN OF WELLFLEET

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

To: Board of Selectmen
From: Harry Sarkis Terkanian, Town Administrator
Subject: Request of Benjamin Zehnder for Letter in Support of Legislation Necessary
for Herring River Restoration Land Swap
Date: June 28, 2016
CC:

On June 28, 2016 I spoke with attorney Benjamin Zehnder in connection with the above. Attorney Zehnder represents the Rosenberg family. The legislation is necessary to facilitate a land swap involving the Rosenberg property. The Seashore and the Rosenberg family have negotiated a swap of the Rosenberg's improved property for other seashore owned property which is owned by the Seashore. The Seashore-owned property lacks status as "improved property" (property which is exempt from condemnation by the Seashore.). It is a condition of the agreement that the Rosenberg family receive property with "improved property" status in exchange for their current property. Satisfying this condition requires an amendment to the Seashore enabling legislation to redefine "improved property" to include property which is exchanged by the Seashore for "improved property." The legislation is currently in committee and attorney Zehnder has requested that the Board of Selectmen sign a letter along with or separately from the Friends of Herring River in support of the legislation.

DRAFT 06-28-16

(DATE)

The Honorable William R. Keating
U.S. House of Representatives
Washington, DC 20515

The Honorable Ed Markey
United States Senate
255 Dirksen Senate Office Building
Washington, D.C. 20510-2107

Re: Cape Cod National Seashore Legislation – House Bill No. (INSERT).

Dear Representative Keating and Senator Markey:

We are writing to you to express our support for House Bill No. _____ proposing certain amendments to the Cape Cod National Seashore Act. These amendments are a critical element in our efforts to restore the Herring River Floodplain in Wellfleet, Massachusetts.

This restoration project is very complex, involving many committed individuals as well as the Town of Wellfleet, the Cape Cod National Seashore and the Commonwealth of Massachusetts. The project is being sheperded by the Friends of The Herring River, a local not-for-profit entity run by many local citizens. This project has been many difficult years in the making and now stands at a critical juncture due to current availability of necessary funds and current agreement among the various private and public parties required to commence and complete the project.

Passage of the Bill this legislative year is important to the success of this project, and we are hopeful that you and your staff will be able to give it your full support. If there is anything that we can do to assist with this process, please let us know.

Thank you for your attention and continued support.

Very truly yours

Town of Wellfleet Board of Selectmen

Friends of the Herring River



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: ACTING TOWN ADMINISTRATOR
SUBJECT: AWARD OF CONTRACT FOR HOUSING CONSULTANT
DATE: 7/21/2016
CC: WELFLEET HOUSING AUTHORITY

The Wellfleet Housing Authority met on July 11th to review the responses received to a solicitation for quotes sent out seeking the services of a Housing Consultant to support the work of the Wellfleet Housing Authority. The Town received two responses. The Wellfleet Housing Authority reviewed the applications and voted to recommend that the Board of Selectmen contract with Karen Sunnarborg for a fee of \$24,806.25 to supply these services to the Wellfleet Housing Authority and Town.

The funds to pay for this services were appropriated at the 2016 Annual Town Meeting through an appropriation using Community Preservation Committee funds. The scope of work and Ms. Sunnarborgs' credentials are in your packet.

Proposed Motion:

To authorize the Acting Town Administrator to enter into a contract for Housing Consulting Services with Karen Sunnarborg for a fee of \$24,806.25 with a contract end date of June 30, 2017.

Karen A. Sumnerborg

Housing and Planning Consultant

July 5, 2016

Mr. Brian Carlson, Assistant Town Administrator
Town Hall
300 Main Street
Wellfleet, Massachusetts 02667

Dear Mr. Carlson:

I would like to formally express my interest in working with the Town of Wellfleet and the Wellfleet Housing Authority on the housing activities that that were included in your recent Quote Announcement.

Briefly, I was professionally trained as a planner at Harvard's Graduate School of Design and have been involved in planning for the preservation and development of affordable housing for more than 35 years. During the last 15 years, my consulting work has focused on coordinating planning and development efforts to build the capacity of small towns and cities in the area of affordable housing production and regulatory reform. This work has included the preparation of Housing Plans for more than 50 communities in Massachusetts and other activities related to implementing these Plans in almost 20 cities and towns.

I am well acquainted with housing issues on Cape Cod as I have completed Housing Needs Assessments and Action Plans for ten Cape communities, including updated Plans for six of these towns. For example, I prepared an updated Plan for Bourne last year and recently completed Plans for Eastham and Yarmouth. Another Plan for Dennis is in process, and I am due to begin work on Harwich's updated Plan. I have also provided other housing services to several Cape communities. For example, I prepared Request for Proposals for the development of publicly-owned properties for the Towns and Housing Authorities of both Yarmouth and Bourne, as well as others outside of the Cape. In addition to related work in off-Cape communities (Marshfield, Needham, Boston, Lexington, etc.), I also worked on a buy-down program for the Town of Bourne, including tasks related to the information sessions and the marketing and selection processes. I will take the lead on Tasks 2 and 3, including any potential RFP in Task 1.

To undertake the financial feasibility analysis of the 2082 State Highway site in Task 1, I propose to bring in the expertise of Charleen Regan, a Housing and Community Development Consultant, who has extensive experience in housing development, finance, and neighborhood revitalization strategies. Charleen has worked with many municipalities and housing authorities in Massachusetts to develop strategies to improve neighborhoods, preserve affordability, leverage private investment and better link their public resources to community needs. With a national team, Charleen participated in developing Housing Strategies for communities as diverse as Rochester NY www.rochesterhousingstudy.com, Fort Wayne IN and Lakeland FL. Charleen has also worked with housing authorities on Choice Neighborhood Initiative plans that include comprehensive strategies for housing, economic development and

education. Charleen and I have worked together in the past on a Comprehensive Housing Study for the City of Lawrence and an affordable housing funding strategy for the Hyams Foundation.

I have attached Charleen and my Statement of Qualifications and resumes as well as references. I have also attached a Scope of Services with a timetable and fee schedule for your consideration, attaching the required Solicitation of Quotes Form as well.

It would be a privilege to work on this important project, establishing a strong working partnership with the Wellfleet Housing Partnership and Wellfleet Housing Authority. Please contact me if you have any questions concerning this submission. I can be reached at 617/983-9883 or at ksunnarborg@msn.com.

Sincerely,

A handwritten signature in cursive script that reads "Karen Sunnarborg". The signature is written in black ink and is positioned above the printed name and title.

Karen Sunnarborg
Consultant

PROPOSAL TO PROVIDE HOUSING CONSULTANT SERVICES FOR WELLFLEET, MASSACHUSETTS

Statements of Qualifications and Resumes

KAREN SUNNARBORG

Overview

I was professionally trained at Harvard's Graduate School of Design where I received a Masters in City Planning with a concentration in housing. My subsequent career has focused on the planning and development of affordable housing in the public and non-profit sectors. During the last 15 years, my consulting work has primarily involved planning and development efforts to build the capacity of small towns and cities in the area of affordable housing production and regulatory reform. *This work includes the completion of more than 50 Housing Needs Assessments and Housing Plans (under Housing Production and its predecessor Planned Production, Executive Order 418, and HUD Consolidated Plans) throughout the state.*

Early Professional Work

Most of my early professional experience was with the *City of Boston* in the planning and administration of the City's neighborhood housing programs that included the oversight of funding through the Community Development Block Grant (CDBG) among other subsidy funds. This work enabled me to become a major part of the evolution of the City's housing programs from simple rebate and loan programs, supporting the housing rehabilitation needs of low- and moderate-income homeowners, to a wide range of programs directed to the broader housing needs in Boston's neighborhoods. This hands-on exposure gave me the opportunity to design housing programs using multiple federal and state sources that helped revitalize neighborhoods, preserve the existing affordable housing stock and create new housing opportunities for diverse target populations. I obtained a solid understanding of the mechanics of housing subsidies and the local context within which decisions and reforms are made.

In the mid-80's I directed a non-profit community organization, Boston Neighborhood Housing Services (BNHS), which was involved in the revitalization of four distressed neighborhoods in Boston. Each of the four local affiliates reported to a Central Board for which I was the Executive Director. In this position I ran a small business; and in concert with our local entities, I was responsible for the planning and oversight of housing development and other efforts to spur neighborhood revitalization. Once again the development of housing program strategies in response to neighborhood planning efforts was central to this experience.

In late 1986, I moved to New York City and worked for the *New York City Housing Partnership* that served as the developer of the largest affordable homeownership program in the country. During the first four years I coordinated the construction of thousands of units of housing in neighborhoods throughout the city as the senior technical project director. I worked with City government on planning for site development and served as the liaison between the homebuilders we selected to undertake the construction and City agencies on the wide range of regulatory and development hurdles, including the commitment of public subsidies. Here again my focus was on the planning and development of affordable housing, negotiating projects through the regulatory maze.

During the last four years at the Partnership I managed many of the consulting projects we were engaged to conduct, largely as a result of the success of our affordable homeownership program. I coordinated a wide range of projects including work in some of the affluent municipalities in Westchester County, including Rye and Harrison, helping them create affordable housing. I also coordinated the preparation of a comprehensive resource guide to all land use regulations for the State of New York that was sent to all municipalities. This guide also included a wide range of case studies that demonstrated how regulations affect development projects in both time and money as well as recommendations to the state on ways to reform regulations to better promote affordable housing. Other relevant work involved the cost and policy analysis of existing housing programs and the development of an Affordable Housing Handbook written under contract with HUD for national dissemination.

After several years of full-time motherhood I began *consulting in New York*. I worked for the Edna McConnell Clark Foundation on a survey instrument to evaluate grant-making practices in other foundations, including the preparation of a final report for distribution to all of the participating foundations. I also prepared a HUD application for the Corporation for Supportive Housing (CSH) that secured significant funding to provide technical assistance to organizations in nine states on the development of service-enriched, permanent housing.

More Recent Professional Experience

Over the past 15 years, I have worked with over 50 municipalities on a wide range of housing planning and development initiatives including the completion of *more than 50 Housing Needs Assessments and Housing Plans*.¹ This planning work has ranged widely from older cities such as Lawrence and Peabody, to affluent suburbs such as Carlisle and Weston, to more rural communities including Boxford and Carver, and resort towns such as those on Martha's Vineyard, Chatham and Eastham. Of particular importance to this work has been a review of affordable housing efforts in a wide range of communities to determine what housing initiatives might be most adaptable to meet pressing housing needs in the communities I was advising. Through this process I have developed insights into the housing issues and strategies working in many communities throughout the Commonwealth.

I provided professional services for several *special research projects* that have broadened my familiarity with new affordable housing initiatives throughout the state. For example, I was a principal author of a resource guide for using CPA funds on community housing initiatives, sponsored by the Massachusetts Housing Partnership (MHP) and Citizens Housing and Planning Association (CHAPA). This guide was widely distributed, and we conducted several follow-up workshops. I also worked with the Cape Cod Commission on a best practices toolkit that highlights innovative and effective zoning and land use

¹ I have produced Needs Assessments and Action Plans for the following communities, most of which have been approved under the state's Housing Production Program (previously referred to as Planned Production): Amherst, Ashburnham, Barnstable, Bedford, Belmont, Bourne, Boxford, Brewster, Brockton, Carlisle, Carver, Chatham, Dennis, Dighton, Eastham, Grafton, Halifax, Hanover, Harwich, Holliston, Hubbardston, Manchester, Marion, Marshfield, Milton, Needham, Newburyport, Northampton, Norwell, Peabody, Rowley, Sandwich, Scituate, Sterling, Stow, Truro, Yarmouth, Wareham, Wakefield, Wayland, Wenham and Weston. I have also completed updated Housing Needs Assessments and Plans for eight of the above communities and prepared a comprehensive Housing Study for Martha's Vineyard that involved all six towns and the Island as a whole. I recently completed a Comprehensive Housing Study for the City of Lawrence as the lead consultant with subconsultant Charleen Regan.

strategies, techniques for converting existing housing or nonresidential properties into affordable housing, model Chapter 40B and tax credit projects, noteworthy mixed-income and mixed-use developments, effective partnerships, new tax incentives, and the generation and use of local resources for affordable housing production.

Other special project work has included the coordination of the application and selection process for Citizens Housing and Planning Association's (CHAPA) Smart Growth Demonstration Initiative and the planning for Local Initiatives Support Corporation's (LISC) entry into the smaller communities surrounding Boston through its Suburban Housing Initiative. Another project involved research, analysis and strategic planning for The Hyams Foundation, helping it develop the next phase of its funding program for affordable housing in conjunction with consultant Charleen Regan.

I have also been engaged by municipalities or housing authorities to perform other types of professional services, including the *implementation of Housing Plans*, such as:

- Helped Chatham in implementing key strategies in their Housing Production Plan including the development of Housing Guidelines for their Affordable Housing Trust and a new accessory apartment bylaw.
- Helped both Carlisle and Boxford with RFP's for the development of parcels the Towns acquired using CPA funding.
- Worked with the Town of Lexington on the development of two new housing initiatives to convert existing housing to long-term affordability, one for rental properties and the other for first-time homeownership.
- Evaluated proposals submitted to the Hanover Housing Authority for the development of its Legion Drive parcel that was ultimately developed into 60 units of senior rental housing.
- Worked with the Carver Local Housing Partnership Committee and the Leverett Board of Selectmen on designing a package of specific programs to meet local housing needs.
- Facilitated a retreat of the Needham Housing Authority on their Five-Year Strategic Plan and a recent special forum on the redevelopment of an existing senior rental development.
- Prepared a Community Needs Study and Action Plan for the Town of Avon, including a Resource Manual on the wide range of local and regional community services.
- Provided professional support for the Norwell Housing Trust in converting existing housing to long-term affordability and issuing a Request for Proposals on the development of Town-owned land for special needs housing and rental housing in addition to the hiring of a Housing Coordinator.
- Developed Request for Proposals for Holliston to convert a vacant Town-owned school into condominiums, a majority of which were affordable, and helped them select a developer.
- Prepared another RFP for the development of six lots owned by the Yarmouth Housing Authority into first-time homeownership opportunities.
- Prepared a Request for Proposals for the Grafton Affordable Housing Trust to use Housing Trust Funds to buy-down market rate units to affordable ones in planned mixed-income residential developments.
- Provided technical support for the Marshfield Housing Authority as it took on the responsibilities of marketing and monitoring agent for affordable housing developments in town and worked with the Towns of Grafton and Lexington to build this capacity as well.
- Served as a consultant to Mayor Jack Yunits in Brockton on a wide range of housing issues.

- Coordinated the development of new homes for first-time homebuyers in Bourne as a consultant for the Bourne Housing Partnership and Bourne Housing Authority, more recently their Housing Trust on another project.
- Prepared Executive Order 418 Housing Certification applications for Brockton, Boxford and Marshfield.

My consulting practice has also included *project development work for non-profit organizations* including Chelsea Neighborhood Housing Services (CNHS) and South Shore Housing Development Corp. The balance between planning and the actual implementation of housing strategies is something I strive to integrate into my work, and I believe my hands-on development experience enables me to work more effectively with municipalities on reality-based housing production strategies. Some of the activities that I have been engaged in for these non-profit organizations include completing funding applications for development projects, managing project development activities, pulling together closing documentation, and overseeing marketing efforts and lotteries for new homeownership projects.

I continue to be asked by state and regional agencies and organizations to speak on affordable housing. For example, I was asked by the state's Department of Housing and Community Development (DHCD) to participate in a workshop on Housing Production for a statewide conference, facilitated an Affordable Housing Summit for the Town of Chatham (with another being planned), presented information on housing planning at the Massachusetts Municipal Association, facilitated a retreat of the Needham Housing Authority on its Five-Year Strategic Plan, among others.

SCOPE OF SERVICES WITH TIMETABLE AND COSTS

The following section lists the various tasks involved in the project accompanied by a projected timetable, fee, and deliverables. All fees are based on \$125.00 per hour for direct labor. Any additional work outside of the following tasks would be billed at the \$125.00 per hour rate. Additionally, another 5% of direct labor costs will be added for indirect costs such as travel, printing, postage, supplies, etc.

TASK 1: 2082 State Highway

Attend Initial Meeting

Both consultants will meet with representatives of the Town, Housing Partnership, and Wellfleet Housing Authority to discuss the project, obtain materials and documents that can be helpful in conducting the work, and view the 2082 State Highway site.

Timeframe for Completion: As soon as possible following contract execution.

Fee:

Karen Sunnarborg = \$375.00

Charleen Regan = \$375.00

Conduct Financial Feasibility Analysis

Analyze the financial feasibility of developing an additional three affordable rental units on the site and prepare a report that includes options for financing the project with potential Sources and Uses as well as a timeline for development.

Timeframe for Completion: Within three (3) months of contract execution.

Fee:

Charleen Regan = \$1,500.00

Conduct Other Feasibility Analysis

Working with Town (Conservation agent, Building Department, Town Planner, etc.) and Housing Authority representatives, review site conditions and previous work that has been done to determine physical feasibility of the additional three units.

Timeframe for Completion: Within three (3) months of contract execution.

Fee:

Karen Sunnarborg = \$375.00

NOTE: If an engineering firm is required, the fee would increase by at least another \$2,000.00 to \$5,000.00 depending on the scope of services. Because the Quote Announcement did not include engineering expertise as part of the minimum skills and qualifications, we assume that this type of project input would not be necessary.

Prepare a Request for Proposals (RFP)

If it is determined that the additional three rental units are feasible, prepare a Request for Proposals to solicit proposals to develop the units.

Timeframe for Completion: Within four (4) months of contract execution.

Fee:

Karen Sunnarborg = \$2,000.00

Fee Subtotal: \$4,625.00 assuming RFP and no need to bring in an engineering firm

Total Timeframe for completion: By December 1st if contract is executed by the end of July.

TASK 2: Housing Needs Assessment and Action Plan (Work conducted by Karen Sunnarborg)
By preparing a Housing Needs Assessment and Action Plan, most of the state-required elements of the Housing Production Plan are already completed. The only required sections of the Plan that might not be done are related to identifying the challenges involved in producing affordable housing and the measures that are proposed in the Housing Plan to mitigate them as well as annual housing production goals based on ½ of the Town's year-round housing units or eight (8) units. I would strongly suggest that you incorporate the full Housing Production Plan under this task as the time and costs involved will be virtually the same.

Background Research and Information Gathering

Conduct research and interviews to obtain data and other input into preparations for drafting the Housing Needs Assessment.

Timeframe for Completion: Within two (2) months following contract execution.

Fee: \$1,500.00

Draft Housing Needs Assessment

Prepare the draft Housing Needs Assessment and obtain comments from the Housing Partnership and Housing Authority. Conduct a public workshop to present the highlights of the Housing Needs Assessment and to obtain community input on priority strategies that will be incorporated into the Housing Action Plan.

Timeframe for Completion: Within four (4) months of contract execution.

Deliverables: The following items would be prepared and submitted for this task:

- Draft Housing Needs Assessment
- PowerPoint presentation that includes the key findings of the Housing Needs Assessment for the first public meeting
- Hand-out with instructions for breakout groups for the first public meeting/workshop

Fee: \$3,000.00

Draft Housing Action/Production Plan

Prepare the remaining sections of the Housing Plan, incorporating the Housing Needs Assessment.

Timeframe for Completion: Within six (6) months of contract execution.

Deliverable: Draft Housing Action/Production Plan

Fee: \$3,000.00

Public Presentation of the Draft Housing Plan

Conduct another public meeting to present the draft Housing Plan and obtain further community input.

Timeframe for Completion: Within seven (7) months of contract execution.

Deliverables: PowerPoint presentation and handouts for second public meeting

Fee: \$1,000.00

Finalize Draft Plan

Timeframe for Completion: Any necessary changes to the draft will be made within one (1) week following the public meeting.

Deliverables: Further revised Housing Action/Production Plan suitable for submitting to DHCD and posting on the Town's website.

Fee: \$500.00

Obtain Local Approvals

If the Housing Partnership and Housing Authority determine that it is feasible and desirable to submit the Plan to DHCD under the Housing Production guidelines, it will be necessary to obtain approvals from the Planning Board and Board of Selectmen.

Timeframe for Completion: Meetings to occur within eight (8) months following contract execution.

Deliverables: PowerPoint presentation

Fee: \$500.00

Submit Plan for Review and Approval by DHCD

Timeframe for Completion: As soon as possible after securing Planning Board and Board of Selectmen approvals.

Deliverables: Revised Housing Action/Production Plan (if the Planning Board and/or Board of Selectmen required any changes) and draft cover letter for the hard copy submission to DHCD and instructions for conveying the Plan to DHCD electronically as well.

Fee: \$250.00

Revisions to the Draft Housing Production Plan and Final Submission to DHCD

Make any necessary changes following DHCD review. DHCD has typically suggested few if any changes, and it has not been necessary to return to the Board of Selectmen or Planning Board for further approval.

Timeframe for Completion: DHCD takes approximately three months for its review. Revisions can be turned around in a matter of a day as typically the comments, if any, have involved only very minor changes.

Deliverable: Final Housing Action/Production Plan

Fee: \$250.00

Fee Subtotal: \$10,000.00 (\$9,000.00 if Plan is not submitted to DHCD)

Total Timeframe for completion: By March 1, 2017 if the contract is executed by the end of July and it is determined not to submit the Plan to the state for approval under Housing Production requirements. By April 1st if local approvals for submitting the Plan are needed.

Task 3 (work conducted by Karen Sunnarborg):

Obtain DHCD Approval

Following my review of the already submitted Wellfleet Buy Down Program, I will work with DHCD to obtain their approval to implement the Program. I have a good relationship with DHCD and expect to be able to move the project along. It may be necessary to make additional changes to the program, as specified by DHCD, which will need to be further discussed with the Housing Partnership and Housing Authority.

Timeframe for Completion: Hopefully by September 1, 2016 if you want to complete marketing by November 1, 2016 as the marketing period should extend at least 60 days.

Deliverable: Final Buy Down Program Design and Procedures if DHCD requires any changes

Fee: \$500.00

Prepare Marketing Plan

Prepare an Affirmative Fair Housing Marketing and Resident Selection Plan and obtain local approvals of the Housing Partnership and Housing Authority, also submitting the Plan to DHCD. Because the units will be counted as Local Action Units (LAUs) under the Local Initiative Program (LIP) the Plan should not require state approval before marketing begins.

Timeframe for Completion: By September 1, 2016 so as to begin marketing as soon as DHCD approves the Program (assumes DHCD approval by September 1, 2016 if you want to complete marketing by November 1, 2016 as the marketing period should involve at least 60 days).

Deliverable: Affirmative Fair Housing and Resident Selection Plan

Fee: \$1,500.00

Implement Marketing Plan

Implement the Marketing Plan including all advertisements and Information Sessions.

Timeframe for Completion: By November 1, 2016 assuming DHCD approval by September 1, 2016. If DHCD approval takes longer, the marketing period will necessarily be extended. The marketing period should be at least 60 days based on DHCD guidelines.

Deliverables: Flyers, notices to local and regional agencies and organizations, advertisements, etc.

Fee: \$5,000.00 (includes costs of advertising)

Conduct the Lottery

I will conduct the lottery which will be scheduled after the marketing period and a period to review the applications to determine eligibility. All applicants will be notified of their eligibility and those who are determined to be ineligible will have a written notice of the reasons and an opportunity to discuss their applications. All eligible applicants will be notified of the date, time and location of the lottery and encouraged, but not required, to attend. Following the lottery, all lottery participants will be notified in writing of their rank in the lottery.

Timeframe for Completion: By December 1, 2016. I should be able to conduct the lottery within one month of when applications were due.

Deliverables: Notification letters regarding the lottery and materials for conducting the lottery.

Fee: \$1,000.00

Manage Home Selection and Award Process

I will work with the top ranked purchasers in the lottery to provide information on Program requirements and will monitor their progress, also serving as a resource for any questions.

Timeframe for Completion: By June 15, 2017

Deliverables: I will draft necessary Program materials and forms if these have not been prepared and included in the Program documentation already sent to DHCD for approval.

Fee: \$1,000.00

Fee Subtotal: \$9,000.00

Total Timeframe for completion: By June 15, 2017

Direct Labor = \$23,625.00 (\$22,625.00 if Housing Needs Assessment and Action Plan are not submitted to DHCD as part of a Housing Production Plan)

Karen Sunnarborg = \$22,125.00

Charleen Regan = \$1,500.00

Indirect Labor = \$1,181.25 (5% of direct costs and includes travel, printing, supplies, etc.)

Total Fee: \$24,806.25

TOWN OF WELLFLEET
Solicitation for Quotes Form

Pursuant to and in compliance with the invitation for bid for Housing Consultant Services, the undersigned, unless explicitly noted, hereby offers to furnish the items necessary, proper and incidental to this work for a period of (1) one year FOR THE TOTAL ANNUAL FEE as follows:

Task 1: \$ 4,625.00

Task 2: \$ 10,000.00 (~~19,000.00~~ if Plan is not submitted to DHCD)

Task 3: \$ 9,000.00

Admin/Project Costs: \$ 1,181.25

Total Tasks 1-3 and Admin/Project costs equal to an Annual Fee*: \$ 24,806.25
(*Fee includes all cost including any subcontracting, mileage, travel, etc.)

Authorized Signature of Firm or Individual Karen Sunnarborg

Printed Karen Sunnarborg

Date 7-5-16

Minimum Skills and Qualifications:

- ◆ Five + years of experience developing affordable rental and/or for sale housing
- ◆ Experience in real estate development, especially affordable rental housing, including project planning, financial packaging and project management
- ◆ Experience in community organizing, community planning and organizational development and/or advocacy experience
- ◆ Excellent communications skills including writing and presentation skills
- ◆ Familiarity with federal, state and local affordable housing and community development programs
- ◆ Financial analysis skills including spreadsheet proficiency for project pro formas
- ◆ Experience in grant writing preferred
- ◆ Strong computer skills including competence in the use of spreadsheets, Microsoft Office (Word, Excel, Outlook, etc.) or other desktop publishing, GIS software



**TOWN OF WELFLEET
300 MAIN STREET
WELFLEET, MA 02667**

This agreement made the _____ day of July, 2016 by and between **Karen Sunnarborg** hereinafter called the "Contractor" and the **Town of Wellfleet** hereinafter called the "Town." Witnessed, that the Contractor and the Town for the consideration hereinafter named agree as follows:

Article 1: Scope of Work

The contractor shall furnish all services agreed to by the Wellfleet Housing Authority, to include the scope of services as detailed in the solicitation for quotes for Housing Consulting Services. (See attached). The consultant shall be under the supervision of the Wellfleet Housing Authority.

Article 2: Time Period

The work shall be completed by June 30, 2017. The deadline for completion of work may be extended by mutual agreement between the Contractor and the Wellfleet Housing Authority with approval of the Town Administrator through the Board of Selectmen.

Article 3: The Contract Sum

The total amount of the project is \$24,806.25.

Article 4: Time of Payment

The Town shall pay Contractor as per purchase order invoices submitted by the Contractor to the Town of Wellfleet Town Administrator upon completion of the tasks at outlined in the scope of services.

Article 5: Contract Documents

The scope of work together with this agreement form the Contract and they are as fully a part of the contract as attached and incorporated herein by reference.

In Witness Whereof the representative parties hereto have caused this instrument to be duly subscribed and sealed.

Town of Wellfleet

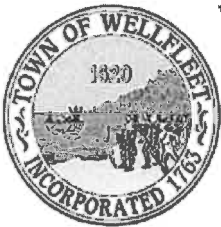
Brian Carlson, Acting Town Administrator

Certification of Funds and Funding Source

Marilyn Crary, Town Accountant

Contractor

Karen Sunnarborg



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: ACTING TOWN ADMINISTRATOR
SUBJECT: DESIGN CONTRACT FOR THE READING ROOM ADDITION AT THE LIBRARY
DATE: 7/21/2016
CC: LIBRARY DIRECTOR

The Library Addition Review Committee met on July 18th to review the one RFP the Town received to a public bid that was posted seeking design services to complete the reading room addition at the Wellfleet Library. It is the recommendation of the review committee that the Board of Selectmen contract with Hale Associates to design and administer the construction of the addition. The fee for this service is \$25,000 and will be paid for by using Board of Library Trustee funds allocated for this purpose. The current timeline for completion of the addition is June 1, 2017.

Proposed Motion:

To authorize the Acting Town Administrator to enter into a designer contract with Hale Associates for a fee of \$25,000 for the design and construction of the reading room addition at the Wellfleet Library contingent upon a satisfactory interview with the Library Addition Review Committee being conducted on July 27, 2016.

Wellfleet Public Library

Nerber Reading Room Addition

Wellfleet, Massachusetts

May 27, 2016



Harry Tarkanian, Town Administrator,
Brian Carlson, Ass't. Town Administrator and
Director Jennifer Wertkin with the Designer Selection Committee,

Dear Brian and Jennifer ,

Thanks for the info on Wellfleet's project ! Clearly this architectural addition will provide a much needed quiet, reading space in the WPL and include a modest amount of dedicated stacks !

Your Schedule and Needs

Starting your project this late Spring, syncs well with our other project schedules; we can certainly accommodate yours. I want to assure you that we will work with you to arrive at a simple, flexible, efficient and 'smart' design. And at the same time, work to meet the Building Committee and Trustee's budget objectives with skillful and experienced consultants. *Our priority is to improve an already great library and better serve your community and it's 'crush' of summer visitors !*

Goals: What We See for Wellfleet. We intend :

1. .. to leave you with an extremely efficient and beautifully lit Reading Room space. Provide the Town with a smooth-functioning addition for all Patrons; townfolk and summer visitors.
2. .. to design a new, exciting and enlightened 'reading space' for your popular library.

Our Experience, Patience and Public Building Committees

We are considered to be an artistic and innovative design firm. Our experience in new and renovated structures for many Massachusetts C.149 Public building types has given us a broad perspective on architectural design. Our long-standing firm specialty in '**environmental design**' (now codified as LEED standards) wins us many commissions. We design for human comfort with minimal environmental impact (and energy use) in all our buildings. For our efforts, we have received three National Awards from two Administrations in Washington, D.C., and numerous lighting and environmental awards. *Our team includes LEED accredited professionals and we are members of the U.S. Green Building Council.*

Our office is often complimented on our *patience* in communicating effectively with public Clients, Town regulatory authorities, special interest groups, as well as Building Committee members. We've learned that we must speak clearly to our clients' various levels of experience and understanding of the Commonwealth's C. 149 public construction process!

We look forward to hearing from you and presenting our ideas ...

Very truly yours,
Stephen H. Hale, Principal



Enclosed: (10) sets of RFQ documents

Stephen Hale and Associates, Architects

Boston, Massachusetts 02130 USA

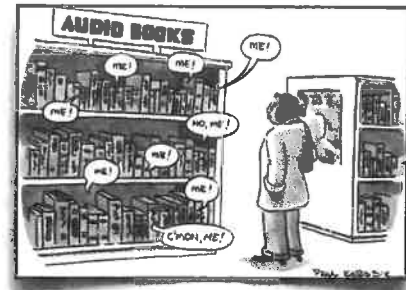
Design Team 'Summary'

From A/E Design Team and Consultants

To accompany our Cover Letter ...

Wellfleet Public Library

Stephen Hale & Associates, Architects



Paul Karasik, cartoonist

Wellfleet's Library building project is of particular interest to us because we designed the original renovations; and are keenly interested in the library's continuing success. This project is enticing! We have a successful 29-year history of various public-bid projects in Massachusetts! This distinct blend of experience gives us keen insight into the critical Design issues relevant to Wellfleet's plans

- * We've completed design work on the 11,500 SF **Jonas Clark Public (Hubbardston) Library**, an historic renovation and new addition Feasibility Study. A green project (\$5 m) located in the center of Hubbardston, MA.
- * We've also completed working on the 14,500 SF **Hatfield (Public) Library Study**, an historic and green library project, (\$5.9 m), located in Hatfield, Ma. (near Amherst).
- * We've completed the distinguished and historic 62,500 SF **Cary Memorial (Public) Library**, total project budget \$16.0 million; located on Massachusetts Avenue cater-corner from the historic Minuteman Battle Green, in Lexington. Attendance at the library exceeds 800,000 visitors annually.
- * We designed and built the **green** 16,800 SF **Newbury (Public) Library**, located in Byfield which serves the three towns of Newbury, Byfield and Plum Island. The building is designed to be illuminated with (only) daylight for 10 hours a day; and has won several awards, including an International Lighting prize.
- * On Cape Cod, we designed the expansion of the historic 23,500 SF **Brewster Ladies (Public) Library**, located in the Old Kings Highway historic district on Rte. 6A.
- * In the sand dunes of Truro we designed the new 12,000 SF **Truro Public Library**, located off Rte. 6 in North Truro as part of a town complex which also includes a Council on Aging Center.

We utilize high-tech and state-of-the-art library technology to create functional and efficient facilities. We include energy and daylighting expertise, as standard design services. For this we have won many regional and international awards for energy efficiency and lighting.

PRIME TEAM MEMBERS

Stephen Hale & Associates, Architects is a full-service environmental design, architectural firm founded in 1981, and specializes in public municipal and institutional projects, in new and historic renovations; and new construction. The firm brings over thirty-three years of experience in daylighting and energy efficient design, winning numerous State and Federal Energy Department Awards. **Stephen** oversees the existing library technical evaluation and the overall design strategy. He will be assisted by Senior Architect **Oscar Morales** and who will guide the process of planning, programming, and the details of the architectural design. In addition, SHAA Senior Staff will provide consulting advice in Environmental Design, Lighting and Energy Systems for the planning of the project.

Hale Associates, Architects

Boston, Ma 02130 USA

We have the reputation for committing a *high degree of personal attention* throughout our projects. In addition, we have extensive experience in all aspects of MGL Chapter 149 Filed-Sub Bid Laws, and experience in dealing effectively with General and Filed Sub-Bid Contractors. This Design team has effectively worked together before, which ensures a proven team effort in clarity and coordination of contract documents that reduce confusion over responsibility of work of each trade, during construction.

This expertise will prove invaluable : To date with our MBLC library projects, our Construction Change Orders have averaged 4% over (7) Massachusetts Public C.149 design and construction projects !

SUB-CONSULTANT FIRMS

Architectural Engineers, Inc will provide MEP including Mechanical, Electrical, Plumbing, Fire suppression and Data / Communications services. They bring a long suit of experience in comprehensive energy analysis for international public and private projects. A.E.I. brings a strong and successful background in adaptive reuse, and sensitive historic renovations. **Nick Ferzaca** and **Susan Wisler** are the building services (MEP) engineers and their services group leaders.

Our **structural engineer** is the distinguished **Dan Bonardi, Principal** of Dan Bonardi Structural Engineers. Dan has met with great success on the Dennis Public Library, Hatfield and Hubbardston Public Libraries.

We are pleased to have **Lisa Giersbach** and **Gigi Saltonstall** of **G2 Collaborative** join us (if needed) for any Landscape Planning and Design services needed.

Other Consultants include **Lam Partners** for Architectural Lighting design; we work with **Keith Yancey, Partner**. **Tim Foulkes** of **Cavanaugh Tocci Acoustical Consultants** joins us for complete acoustical design in the newly expanded library. Acoustical control and sound design are crucial to the success of 'quiet' public spaces in a library that can be extremely 'busy' at times.

C2E will provide cost planning and control services for this project. Library projects completed by the firm include the towns of Harvard, Chicopee, Madison, Connecticut, Westerly, Rhode Island, and were the cost estimators for the Bolton Library Project. **John Kenney** will be joining us for multiple estimates required on the library project.

**Town of Wellfleet
Request for Qualifications
Designer Services for
Wellfleet Library Reading Room Addition**

I. General Scope of Work

Pursuant to G.L. c. 7C, s 44-58 and the Town's Designer Selection Procedures, the Town of Wellfleet ("Town") is requesting designers to submit applications stating their qualifications to provide designer services in connection with the following project: Wellfleet Library Reading Room Addition. It is anticipated that this design project will be completed by September 1, 2016 with the building construction completed by May 1, 2017.

Submittals will be accepted **until 2:00 PM. EST on May 27, 2016** at the office of the Town Administrator, 300 Main Street, Wellfleet, MA 02667. Ten (10) copies of the application must be submitted in a sealed envelope marked "Designer Qualifications for Wellfleet Public Library Addition." All written applications will be evaluated and a short list of finalists will be developed. The finalists will be interviewed and a final selection will be made after the completion of the interview process.

The successful firm to this RFQ will be required to furnish the necessary personnel, materials, services, equipment, facilities (except as otherwise specified herein) to perform services as specified in the detailed **Scope of Services** issued hereunder as **Attachment 1** for design services for the Town.

Questions concerning this RFQ must be submitted in writing to: Harry Terkanian, Town Administrator, 300 Main Street, Wellfleet, MA 02667, email: harry.terkanian@wellfleet-ma.gov **before 2:00 PM on Friday, May 13, 2016**. Questions may be delivered, mailed, emailed, or faxed. Written responses will be mailed, emailed, or faxed to all bidders on record who have responded to the RFQ and shall be posted on the Town of Wellfleet website located at www.wellfleet-ma.gov. The selection process is governed by MGL Ch. 7C, § 49(a).

The minimum qualifications and comparative evaluation criteria are set forth below. Each applicant must be an architect registered in Massachusetts and must have experience in the design of municipal buildings.

The Town will evaluate all applications submitted, eliminate any applications that do not meet the Minimum Criteria, develop a 'short list' of approximately three applicants, and schedule interviews with those applicants. The contract will be awarded in accordance with the Designer Selection Statute. The Designer's fee is a set fee of \$25,000. The Designer will execute a CONTRACT prepared by Town Counsel. The Designer will also be required to execute a Certificate of Non-Collusion and Certificate of Tax Compliance and to submit a completed DCAMM Standard Designer Application Form, all as required by law.

II. Project Description - Nerber Room - a quiet reading room housing our collection of local materials.

The purpose of this project is to construct a wood frame addition to the west side of the existing building to serve as both a reading room as well as a place to display the Library's collection of Cape Cod materials. Funding for this project will come from a bequest given to the library from Martin Nerber. The Board of Trustees are committed to fundraising for any additional monies that may be needed to complete the project.

This project is one outcome of the past two strategic planning processes, where the public identified their priorities for the library. In both strategic plans, the need for quiet reading space was at the top of the list.

Since the library was built in 1986, interior spaces have been reconfigured to accommodate computer stations and areas for laptops, thus eliminating areas that were once dedicated for reading as well as shelf space for books. The Nerber Room would remedy both situations.

The new reading room will be a 500 sq. foot, wood frame addition to the west end of the building off of the current adult stack area with 60 linear square feet of shelving for books and other local materials. A certified plot plan has been prepared by Slade Associates. The entire addition will have a high ceiling like the rest of the library. There will be some wall space for displaying some of the library's local art collection.

A list of specifications to be addressed in the RFQ are as follows:

Design a quiet reading room addition of up to 500 sq. ft. on the west side of the building. The addition should please the eye and harmonize with the rest of the building and the neighborhood.

The room needs to comfortably accommodate shelving for up to 1,000 volumes, furnishings that are appropriate for the space, and wifi must be available.

The room must be in compliance with all provisions of the American with Disabilities Act (ADA) and state and local code.

There should be separately controlled quiet, and efficient air-conditioning and heating zones, programmable for automatic operations from a secure, central location.

The addition should be planned so that it utilizes natural light and heat wherever possible and does not block the natural light coming in to the stack area near the room. All fixtures, furnishings, lighting, etc., should be as environmentally responsible as possible without detracting from the warm ambience intended for the project.

Library Addition – Reading Room RFP
April 20, 2016

The design of the room should consider the security of users and staff. The design should create a sense of privacy for users, but there should be no hidden areas; the room should be easily supervised by staff walking by.

All construction materials that pose a health hazard should be avoided.

III. Site Description

The Wellfleet Public Library is located at 55 West Main Street in Wellfleet. It is a converted candle factory, acquired by the town, and completely renovated in 1987-1988. A copy of the complete renovation plans is available for review. The library contains approximately 10,000 square feet of floor space, all located on one level. In 2009 a solar array was installed at the library. In 2012 a complete new HVAC system was installed. The building has an on site septic system and a public water supply.

IV. Available Information

The following information is available on CD:

- 1) Wellfleet Library Construction Drawings prepared in 1986
- 2) Wellfleet Library HVAC design drawings prepared by Coastal Engineering in 2012
- 3) Survey completed by Slade Associates in 2013.

V. Scope of Services

A detailed Scope of Services is included as part of this RFQ as Attachment 1.

- 1) The Designer will perform the following services in connection with the Project:
- 2) Provide a program for the Wellfleet Library Addition
- 3) Provide a concept plan for the Reading Room.
- 4) Provide a cost estimate for construction
- 5) Prepare final plans and specifications
- 6) Complete and conduct the construction bidding process
- 7) Oversee project construction

VI. Minimum Qualifications of Designer

- 1) The Designer must meet the following minimum qualifications:
- 2) Demonstrate a minimum of five years experience in the design of public buildings in Massachusetts.
- 3) Completed the full architectural design of a minimum of three (3) public sector buildings in the past ten (10) years, including one (1) designed and constructed within the past five (5) years for which the designer has furnished construction administration services.
- 4) Possess knowledge of and experience in legal requirements of Massachusetts public building projects.

- 5) Possess all necessary current licenses and registrations to qualify under the Massachusetts law to perform the function of the designer and manager of the project.
- 6) Provide evidence of insurance for general liability (\$2 million combined single limit), automobile (\$2 million combined single limit), worker's compensation (statutory) and professional services liability (\$2 million minimum).

VII. Requirements for Application

Responding Designers are to address each of the following requirements in a clearly labeled section of their response and in the same order.

- 1) Name and address of applicant.
- 2) Brief resume of principals and of the staff to be assigned to the Project.
- 3) List of projects which would best illustrate qualifications for the Project. References for the three most recent projects must be included.
- 4) Names of engineers and other consultants that will be used for the Project.
- 5) Statement of the scope and type of services proposed for the Project.
- 6) Work plan and schedule which reflects timetable for completion of the Project assuming a notice to proceed is issued.
- 7) Statement of any legal or administrative proceedings pending or concluded adversely to the applicant within the past five (5) years which relate to the applicant's performance of this type of work.
- 8) Copies of all certificates of insurance required by this solicitation.

VIII. Evaluation Process

- 1) All statements of qualifications shall be received and evaluated in conformance with the requirements of MGL Chapter 7C Sections 44-57.
- 2) The Procurement Officer shall review each "Statement of Qualifications" to determine whether it meets the minimum requirements as set forth in the RFQ. Any application which fails to meet any of the minimum qualifications will be rejected as non-responsive. The Procurement Officer shall state in writing his reasons for disqualifying any designer.
- 3) After evaluating the minimum requirements, remaining designers shall be evaluated based solely on the comparative evaluation criteria specified in this RFQ (Shown in Attachment 2).
- 4) In analyzing responses to the evaluative criteria, the Town shall consider the qualifications of the designer as the sole determining factors in the determination of the designer, and make any investigations deemed relevant to the selection process. The minimum criteria shall be in

compliance with specifications and criteria set forth therein; quality of the services proposed, investigations into qualifications, prior relevant experience, and past performance. The Town will confirm claims of past experience. The comparative evaluation criteria are set forth in the qualifications specifications section of this document.

- 5) The Town may choose to interview all the design finalists.
- 6) The contract will be awarded to the most advantageous designer as determined by the Town and shall be in the form as approved by Town Counsel. The Town reserves the right, upon basis of such evaluations, to reject any or all designers who do not, in its estimation, pass under such evaluations, or to select a designer if the investigations indicate that such action is in the Town's best interest.

Recent Relevant Experience: with projects comparable to the proposed project.

Describe relevant projects including municipal buildings.

Ability to manage project design schedule. Provide an outline and proposed project schedule.

Record of projects being completed as specified, on time and within budget and the degree of satisfaction of the owner. Provide past schedule performance history, project history of budget and final actual costs with dates.

Depth and breadth of experience and qualifications for personnel to be assigned to the Project

- 1) Key Personnel: Professional background, caliber and staff availability for project; quantify staff and discipline; describe the % of time to be committed to the project by the key members of the project team.
- 2) Outside Consultants: Qualifications and experience of firms regularly engaged by the architect; describe the % of time to be committed to the project by the leadership of the project team.
- 3) Team Organization: Provide organization chart and describe team organization, listing key individuals.
- 4) Ability to work with town, officers and contractors.

The Town will evaluate written applications and check such references as may be appropriate. The Town will develop a short list of finalists and interview those finalists. The final selection will be made after the interview process is complete.

IX. General Provisions

- 1) The Town reserves the right to reject any and all applications and to waive any informality whenever such rejection or waiver is in the best interests of the Town of Wellfleet.

- 2) The Town will not be responsible for any expenses incurred in the preparation or submission of applications by the applicants. Each application should provide a concise explanation of the applicant's capacity to satisfy the requirements of this RFQ. Emphasis should be placed on clarity of content.
- 3) The application, and any subsequent contract for services, shall be governed by applicable Massachusetts law.
- 4) Upon submission, all applications, plans and specifications will become the property of the Town of Wellfleet and will be subject to disclosure in accordance with the Massachusetts Public Records Law.
- 5) The selected Designer will be required to comply with all applicable federal, state and local laws, ordinances and regulations.
- 6) The Town of Wellfleet is an Affirmative Action/Equal Opportunity Employer. The Town encourages applications from qualified MBE/DBE/WBE firms.

X. Fees for Services

The fees for services is set at \$25,000 for all services (including indirect and out of pocket expenses) as delineated in the Scope of Services (Attachment 1). The designer shall provide the following information as part of the fee proposal:

Professional Personnel Rate Sheet

Each designer shall provide a rate sheet showing the hourly rate for all Professional Personnel positions to be assigned to the project.

Project Hours

The designer shall provide a table showing the estimated project hours for each professional position for each task listed in the scope of services. Designer will provide a detailed listing of the staff hours and cost per hour for each staff position.

Reimbursables

Listed on the rate sheet shall be the rates to be charged for all reimbursable expenses necessary for the project such as telephone, mileage, printing, photocopying, postage, etc.

Additional Fees for Services

Provide the hourly fee for attending an additional meeting in Wellfleet. Indicate whether the meeting fee would include travel time and reimbursable expenses such as mileage.

**AGREEMENT
FOR SEPTIC PUMPING SERVICES
BETWEEN
THE TOWN OF WELFLEET, MASSACHSETTS
AND
ROBERT B. OUR**

THIS AGREEMENT made this _____ day of July, 2016 between Robert B. Our a corporation organized under the laws of the Commonwealth of Massachusetts with a usual place of business at _____, hereinafter called the "Contractor", and the TOWN OF WELFLEET acting by its Town Administrator, with a usual place of business at 300 Main Street, Welfleet, MA, 02667 hereinafter called the TOWN.

The Contractor and the TOWN, for the consideration hereinafter named, agree as follows:

1. Scope of Work

The Contractor shall furnish all labor, materials, equipment and insurance to perform all work required for the provision of septic system pumping services to Town facilities located in Welfleet Massachusetts (The "Services"), in accordance with the Scope of Services and locations set forth in the bid specifications set forth in Attachment A and incorporated herein.

2. Contract Price

The TOWN shall pay the Contractor for the performance of this Agreement, subject to any additions and deductions provided for herein, in current funds, .20 cents per gallon for septic pumping and .32 cents per gallon for grease pumping.

3. Commencement and Completion of Work

It is agreed that time is of the essence of this Agreement. The Contractor shall provide services under this agreement commencing upon the date the contract is executed and continuing for the period of one (1) year.

4. Performance of the Work

A Responsibility for the Work:

(1) The Contractor shall be responsible to the TOWN for the acts and omissions of

his employees, subcontractors and their agents and employees, and other persons performing any of the Work under a contract with the Contractor.

- (2) The Contractor shall not employ additional subcontractors not named in his proposal to the Town, nor sublet, assign or transfer any part of his services or obligations under this Agreement without the prior approval and written consent of the Town. Such written consent shall not in any way relieve the contractor from his responsibility for the professional work or services furnished under this Agreement.

5. Payments to the Contractor

- A. The TOWN shall make payment to the Contractor, monthly, upon approval of the Contractor's requisitions therefore. All requisitions shall be in the same proportionate amount of the Contract Price as the proportion of the work completed to the total scope of work.
- B. If there is a material change in the scope of work, the TOWN and the Contractor shall mutually agree to an adjustment in the Contract Price.
- C. If the TOWN authorizes the Contractor to perform additional services, the Contractor shall be compensated in an amount mutually agreed upon, in advance, in writing. Except in the case of an emergency, the Contractor shall not perform any additional services until such compensation has been so established.

6. Insurance

- A. The Contractor shall at his own expense obtain and maintain a Professional Liability Insurance policy for errors, omissions or negligent acts arising out of the performance of this Agreement in a minimum amount of \$1,000,000.00.
- B. The coverage shall be in force from the time of the agreement to the date when all construction work for the Project is completed and accepted by the Town. If, however, the policy is a claims made policy, it shall remain in force for a period of six (6) years after completion. Since this insurance is normally written on a year-to-year basis, the Contractor shall notify the TOWN should coverage become unavailable.

- C. The Contractor shall, before commencing performance of this Agreement, provide by insurance for the payment of compensation and the furnishing of other benefits in accordance with M.G.L. c.152, as amended, to all its employees and shall continue such insurance in full force and effect during the term of the Agreement.
- D. The Contractor shall also maintain public liability insurance, including property damage, bodily injury or death, and personal injury and motor vehicle liability insurance against claims for damages because of bodily injury or death of any person or damage to property in the amount of not less than \$250,000 per person and \$500,000 per occurrence.
- E. Certificates and any and all renewals substantiating that required insurance coverage is in effect shall be filed with the Agreement. Any cancellation of insurance, whether by the insurers or by the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the TOWN at least fifteen days prior to the intended effective date thereof, which date shall be expressed in said notice.
- F. Upon request of the Contractor, the TOWN reserves the right to modify any conditions of this Article.

7. Notice

All notices required to be given hereunder shall be in writing and delivered to, or mailed first class to, the parties' respective addresses stated above. In the event that immediate notice is required, it may be given, by telephone or facsimile, but shall, to the extent possible, be followed by notice in writing in the manner set forth above.

8. Termination

- A. Each party shall have the right to terminate this Agreement in the event of a failure of the other party to comply with the terms of the Agreement. Such termination shall be effective upon fourteen days' notice to the party in default and the failure within that time of said party to cure its default.

9. Miscellaneous

- A. Renewal Option: The Town, at its option, shall have the right to renew this contract annually for up to three years at the contract price specified in this agreement. In determining whether to exercise said extension at the same price for an additional year, the Town may, in its discretion, rebid the contract and make its determination for extension after receipt of any such bids.
- B. Assignment: The Contractor shall not assign or transfer any of its rights, duties or obligations under this Agreement without the written approval of the Town.
- C. Governing Law: This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals, the TOWN by its authorized representatives who, however, incur no personal liability by reason of the execution hereof or of anything herein contained, as of the day and year first above written.

Robert B. Our, Contractor:

Town of Wellfleet

By: _____

By: _____

Name:

Name: Brian Carlson

Title: _____

Title: Acting Town Administrator

Attachment A
Town of Wellfleet
Septic Pumping Services of Specific Town Property

Service Description

- a) The Town of Wellfleet is currently seeking bids for a per gallon price for septic pumping services at approximately 15 municipal locations for fiscal year 2017 (July 1, 2016- June 30, 2017).
- b) Contractor must be licensed in the Town of Wellfleet and the Commonwealth of Massachusetts.
- c) Length of contract: one year, renewable for up to 3 years.
- d) Emergency availability must be 24 hours a day, 7 days a week. Must have the ability to respond to an emergency within 1 hour.

Location of Service

The Town of Wellfleet is accepting proposals for septic pumping services at the following municipal facilities. Locations include tank capacity. Inspection by the contractor and Public Works personnel is required prior to pumping except in emergency conditions.

- 1.) Once yearly prior to May 15th at 4 beach restrooms located at :
 - a. Lecount Hollow..... 1,000 gallons
 - b. White Crest..... 2,000 gallons
 - c. Newcomb Hollow..... 1,500 gallons
 - d. Gull Pond..... 1,000 gallons
- 2.) As needed at 8 other municipal facilities located at:
 - a. Department of Public Works..... 2,000 gallons
 - b. Library..... 1,000 gallons
 - c. Town Hall..... 5,000 gallons
 - d. Police Facility..... 1,500 gallons
 - e. Fire Facility..... 3,500 gallons
 - f. Council on Aging / Senior Center..... 4,000 gallons / 2,000 gallons (there are 2 tanks at this location)
 - g. Transfer Station..... 1,500 gallons
 - h. Marina..... 1,500 gallons
- 3.) Tight Tanks as necessary at 4 municipal locations:
 - a. Department of Public Works..... 1,500 gallons
 - b. Baker Field recreation building..... 5,000 gallons
 - c. Fire Facility..... 1,500 gallons
 - d. Marina Pier Store..... 1,000 gallons
- 4.) Grease Trap as necessary:
 - a. Council on Aging / Senior Center..... 2,000 gallons
 - b. Fire Facility..... 1,000 gallons

Description of Service

The contractor will pump municipal septic tanks as directed by the Department of Public Works.

Contractor Responsibility:

Contractor is responsible for ensuring that the driveways, roadways, gravel areas, grass areas and parking lots around the septic tanks to be pumped are kept clean and free of any and all septic spills. Contractor shall, in addition, be responsible for securing the site for public safety and security. The contractor shall notify the Public Works Department immediately in the event of a spill or any other discharge of hazardous waste.

Contractor is responsible for all permitting, tipping fees and pumping records at Town buildings.

**Final Draft MOU III
Herring River Restoration Project
July 21, 2016**

The following is a list of acronyms used herein:

**CCNS: Cape Cod National Seashore
CNR: Chequessett Neck Road
CRP: Conceptual Restoration Plan
DRP: Detailed Restoration Plan
FEIS/EIR: Final Environmental Impact Statement/Report
HREC: Herring River Executive Council
HRRC: Herring River Restoration Committee
MEPA: Massachusetts Environmental Policy Act
MOU: Memorandum of Understanding
NEPA: National Environmental Policy Act
NPS: National Park Service**

This Memorandum of Understanding (MOU) is effective upon signature by and among the National Park Service (NPS), a bureau of the United States Department of the Interior, acting through the Superintendent of the Cape Cod National Seashore (CCNS), and the Towns of Wellfleet and Truro, municipal corporations located in Barnstable County, Massachusetts, acting through their Boards of Selectmen. The purpose of this MOU is:

- 1) To ratify the Detailed Restoration Plan (DRP) set forth in the Final Environmental Impact Statement/Report (FEIS/EIR) for the restoration of the Herring River estuary, completed by the Herring River Restoration Committee (HRRC) pursuant to a previous (November 2007) Memorandum of Understanding (referred to as MOU II) between NPS and the Towns of Wellfleet and Truro;
- 2) To enable additional planning, engineering, funding, construction and implementation of the agreed-upon restoration plan, using an Adaptive Management Plan, as set forth in the FEIS/EIR.
- 3) To set forth the structure and responsibilities of an intergovernmental team to direct the Restoration Project.
- 4) To generally describe the responsibilities of an independent organization which the parties could engage to undertake specified activities in the restoration process.

WITNESSETH

WHEREAS, the National Park Service (hereinafter NPS) administers and manages the Cape Cod National Seashore (hereinafter CCNS), located partially within the Towns of Wellfleet and Truro (hereinafter “the Towns”) and including more than 800 acres within

the Herring River floodplain; and whereas CCNS is legally authorized by U.S.C. Sections 1-3, 459b-459b-8 as a unit of the National Park System to enter into memoranda of understanding, and;

WHEREAS, the Town of Wellfleet maintains ownership of the Chequessett Neck Road (CNR) DiKE, which currently controls tidal flow to the Herring River system, and the Town includes lands and waters within the Herring River estuary that may be affected by the restoration of tidal flow through the DiKE, and;

WHEREAS, the Town of Truro includes lands and waters within the Herring River estuary that may be affected by the restoration of tidal flow through the Chequessett Neck Road DiKE, and;

WHEREAS, High Toss Road, which crosses the Herring River floodplain, is located within Cape Cod National Seashore and is on land owned by the National Park Service, while the Town of Wellfleet holds rights for public access across it and maintains the road, and;

WHEREAS, the Town of Wellfleet and CCNS, pursuant to a (August 2005) MOU (referred to as MOU I) worked together to determine that restoration of the natural functions to the Herring River estuary is feasible and desirable, and to complete a Conceptual Restoration Plan (CRP), which was accepted by both the Towns of Wellfleet and Truro and CCNS pursuant to a second MOU (MOU II) executed in November 2007, and;

WHEREAS, pursuant to MOU II, the Towns and CCNS agreed that it was imperative that a Detailed Restoration Plan (DRP) be developed with continued public involvement and, when completed, the DRP represent the full consensus of the three primary entities; and whereas, the Towns and the CCNS agreed that alternatives analysis and public involvement approaches of the Massachusetts Environmental Policy Act (MEPA) and the National Environmental Policy Act (NEPA) would provide a mechanism for accomplishing these objectives, and;

WHEREAS, pursuant to MOU II, the Towns and the CCNS organized an interdisciplinary team, the Herring River Restoration Committee (hereinafter HRRC) to develop a detailed and comprehensive plan for restoration of the estuary and directed the Committee to:

- a. Review the Herring River Conceptual Restoration Plan (CRP) accepted under MOU II.
- b. Review all scientific and engineering reports in support of the CRP;
- c. Develop a Detailed Restoration Plan (DRP) that addresses environmental and social concerns through an integrated MEPA/NEPA process of alternatives analysis and public involvement;
- d. Develop a Detailed Restoration Plan that is suitable for local, state and federal permitting requirements of procedures;

- e. Seek funding sources;
- f. Inform the public on a regular basis through public meetings, reports or other forms of outreach, in addition to the public process required by MEPA and NEPA;
- g. Produce a third MOU for the Towns' and CCNS's approval, agreeing to collaborate on project implementation per the Detailed Restoration Plan;
- h. Deliver products of the MEPA/NEPA process, and;

WHEREAS, the HRRC has developed a DRP that addresses environmental and social concerns through an integrated MEPA/NEPA process of alternatives analysis and public involvement procedures as set forth in the Final Environmental Impact Statement/Report, and;

WHEREAS, the parties have determined that it is in the public interest to enter into this Memorandum of Understanding setting forth a cooperative arrangement between the parties for the next phase of the Herring River Restoration Project including additional planning, engineering, funding, construction and implementation of the agreed-upon Detailed Restoration Plan, using an Adaptive Management Plan, as set forth in the FEIS/EIR, this phase to be known as the implementation phase, and;

WHEREAS, the implementation phase will continue for many years, but at some point in time management responsibilities for tidal control infrastructure will be greatly reduced, this phase to be known as the long-range phase;

NOW THEREFORE, in consideration of the foregoing, the Towns and the CCNS agree as follows:

1. The Town of Wellfleet, the Town of Truro and CCNS hereby accept the Detailed Restoration Plan, including the Preferred Alternative D as set forth in the Final Environmental Impact Statement/Report, attached to this MOU. Implementation of the Detailed Restoration Plan (including but not limited to operation of proposed tide gates at Chequessett Neck Road, Mill Creek and Pole Dike Road) shall be in compliance with federal, state, regional and local permits and the provisions of an approved Herring River Adaptive Management Plan.
2. The Town of Wellfleet, the Town of Truro and CCNS agree to cooperate on implementation of the Detailed Restoration Plan, as set forth below. Representatives of the Town of Wellfleet, the Town of Truro and CCNS will form an intergovernmental team to direct the Restoration Project consisting of the following elements:
 - a. The Towns and Cape Cod National Seashore shall form a Herring River Executive Council (HREC) to: coordinate project implementation activities; serve as a forum for establishing and providing policy direction; review and approve the Adaptive Management Plan; monitor progress; and ensure compliance with laws, policies and regulations of member towns and the CCNS, project permits and

agreements and other applicable legal regulations. The HREC shall meet quarterly or as needed and shall consist of seven members as follows:

- 1) Two members of the Wellfleet Board of Selectmen and the Town Administrator;
- 2) Two members of the Truro Board of Selectmen and the Town Administrator;
- 3) The Superintendent of Cape Cod National Seashore or his/her designee(s).

The HREC shall operate by consensus decision-making (agreement among the two towns and CCNS), recognizing that the towns and Cape Cod National Seashore all have obligations to their own established laws, policies and regulations. In the event that there is dissent among the representatives of one of the towns, they shall determine among themselves the town's position. The HREC shall operate in Open Meetings according to MGL Chapter 30A.

- b. The Herring River Restoration Committee (HRRC) established in MOU II as an interdisciplinary management team shall continue to exist and shall serve as an advisory group to the HREC, with representation from the Towns of Wellfleet and Truro, the Cape Cod National Seashore, Commonwealth of MA Division of Ecological Restoration (DER), U.S. Fish and Wildlife Service (USFWS), U.S. Natural Resources Conservation Service (NRCS) and the National Oceanic and Atmospheric Administration (NOAA). The HRRC will:
 - 1) Make project management and funding recommendations to the Herring River Executive Council (HREC);
 - 2) Direct and oversee approved elements of the Restoration Project, as set forth in the FEIS/EIR and Restoration Project permits;
 - 3) Provide planning, engineering, technical, operational and scientific coordination for the Project.
- c. The HREC and the HRRC will work with any regulatory oversight group as may be established through federal, state and regional permitting processes.
- d. The HREC may consult other individuals or organizations, as needed, such as stakeholder groups and/or science advisors.
- e. Any decision to modify or alter tide gate openings at Chequessett Neck Road, Mill Creek and/or Pole Dike Road shall be made by the HREC, only after receiving a recommendation from the HRRC. Such decisions must be in compliance with federal, state, regional and local permits and the provisions of an approved Herring River Adaptive Management Plan.

3. Through separate contracts for services and/or Cooperative Agreements, the Towns and/or the CCNS may engage the services of an independent organization to undertake some or all of the responsibilities and functions outlined below, in coordination with HRRC:

- a. Provide and manage professional level technical and administrative staff necessary for the completion of all project elements;
- b. Compete for, receive, and administer available project funding from state, federal, and private sector sources;
- c. Prepare and submit permit applications, ensure compliance with all permit conditions, noticing requirements, and other environmental compliance obligations;
- d. Prepare and advertise bid solicitation packages, manage and oversee competitive bidding processes, select and manage contractors, oversee construction activities, pay invoices, and comply with funder and contractor stipulations;
- e. Facilitate agreements with affected landowners;
- f. Conduct operations and maintenance of public infrastructure in cooperation with the towns and CCNS as stipulated in any contract agreement(s);
- g. Implement the adaptive management plan under the technical direction of HRRC;
- h. Perform public outreach and education activities.

4. The Town of Wellfleet, the Town of Truro and CCNS generally agree that the owners of the underlying land should own the components of the new project infrastructure during the implementation phase and for the long-term, as follows¹:

- a. Chequessett Neck Road (CNR) Bridge: *The Town of Wellfleet should continue to own the CNR dike/bridge.*
- b. Chequessett Neck Road Tide Gates: *The Town of Wellfleet should own the new CNR tide gates.*
- c. Mill Creek Dike: *CCNS should own the new Mill Creek dike.*
- d. Mill Creek Tide Gates: *CCNS should own the new Mill Creek tide gates.*
- e. High Toss Road: *High Toss Road is within the NPS boundary and located on land under federal ownership, with the Town of Wellfleet holding rights for public access. In order to facilitate tidal flow, the parties agree in principle that the High Toss Road causeway across the Herring River floodplain should be removed, while providing facilities for non-vehicular access to Griffin Island, subject to final town approval.*
- f. High Toss culvert: *CCNS should own and maintain any new culvert at High Toss Road. Should the road be removed, no culvert would be needed.*
- g. Pole Dike Road: *The Town of Wellfleet should continue to own Pole Dike Road. The Herring River Restoration Project should fund the raising of the road.*

¹ It is not the intent of this document to make determinations about ownership of assets; the language is descriptive only and thus uses the verb “should” to describe anticipated ownership of the Project infrastructure components.

h. Pole Dike culvert/tide gate: *If a tide gate is installed at Pole Dike Road, the Town of Wellfleet should own the new tide gate.*

i. Old County Road/culverts: *The Town of Wellfleet should continue to own Old County Road and its culverts. The Herring River Restoration Project should fund the raising of the road and installation of new culverts.*

j. Bound Brook Road/culverts: *The Town of Wellfleet should continue to own Bound Brook Road and its culverts. The Herring River Restoration Project should fund the raising of the road and installation of new culverts.*

5. The owners (i.e. the Towns and/or CCNS) of the different elements of Restoration Project tide control infrastructure may wish to engage the services of an independent management organization to construct, operate and maintain this infrastructure (such as bridges, dikes, tide gates and culverts) during the implementation phase, or the owners may wish to perform these functions in-house. Long-term, operation and maintenance responsibilities should be the responsibility of the owner of each element of Project infrastructure.

6. Funding

a. This Memorandum of Understanding and the obligations of the NPS hereunder shall be subject to the availability of funding and staffing, and nothing contained herein shall be construed as binding the NPS to expend in any one fiscal year any sum in excess of appropriations made by Congress and administratively allocated for the purpose of this Agreement for the fiscal year, or to involve the NPS in any contract or other obligation for the further expenditure of money in excess of such appropriations or allocations.

b. This Memorandum of Understanding and the obligations of the Towns hereunder shall be subject to the availability of funding and staff, and nothing herein shall be construed as binding the Towns to expend in any one fiscal year any sums in excess of those appropriated by Town Meeting and made administratively available for the purpose of this Agreement for the fiscal year.

c. Each party shall bear its own costs associated with its participation in this Memorandum of Understanding without reimbursement.

7. This Memorandum of Understanding and the obligations of the NPS hereunder are subject to the laws, regulations and policies governing the NPS and CCNS whether now in force or hereafter enacted or promulgated.

8. This Memorandum of Understanding and the obligations of the Towns hereunder are subject to the laws, regulations, Town Meeting votes and policies governing the Towns, whether now in force or hereafter enacted or promulgated.

9. No Member of, Delegate to, or Resident Commissioner in, Congress shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom, unless the share or part or benefit is for the general benefit of a corporation or company.

10. No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to Members of Congress on the request of any such Member or official, at his request, or to Congress or such official, through the proper official channels, requests for any legislation, law, ratification, policy or appropriations which they deem necessary for the efficient conduct of the public business, or from making any communication whose prohibition by this section might, in the opinion of the Attorney General, violate the Constitution or interfere with the conduct foreign policy, counter-intelligence, intelligence or national security activities. Violations of this section shall constitute violations of section 1352(a) of title 31.

11. This Agreement contains the sole and entire agreement of the parties. No oral representations of any nature form the basis of or may amend this Agreement.

12. Failure to enforce any provision of this Agreement by either party shall not constitute waiver of that provision, nor a waiver of a claim for subsequent breach of the same type, nor a waiver of any other term of this Agreement. The waiver of any provision must be express and evidenced in writing.

13. This Memorandum of Understanding may be amended by a unanimous vote of all of the participating parties. It shall remain in effect until superseded by a further MOU or inter-municipal agreement(s) to implement its purposes.

IN WITNESS WHEREOF, the parties have cause this instrument to be executed by their respective duly authorized representatives on the day and year indicated.

To be signed by:

Northeast Regional Director, National Park Service

Chair, Wellfleet Board of Selectmen, after a vote of approval by the Board of Selectmen

Chair, Truro Board of Selectmen, after a vote of approval by the Board of Selectmen



TOWN OF WELFLEET

300 MAIN STREET WELLFLEET MASSACHUSETTS 02667

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

www.wellfleetma.org

FINAL BOARD OF SELECTMEN GOALS 2015-2016

No goals appeared on all 5 Selectmen's list.

The following goals appeared on 4 of the 5 lists:

1. Move ahead with dredging plans; present plan and price tag to 2016 Town Meeting.
2. Conduct a forensic audit of one of the Big 3 budgets.

The following goals appeared on 3 of the 5 lists:

3. Continue to look for new revenue options with or without parking fees.
4. Review funding for maintenance & repairs of public buildings; consider hiring separate maintenance personnel; consider FT Building Inspector.

The following goals appeared on 2 of the 5 lists:

5. Each department to review current fees & suggest feasible increases.
6. Collaborate with CDP/Outer Cape towns to create "Outer Cape Summit" for housing/planning/job creation.

The following goals appeared on one list only:

7. Keep the increase in 2017 budget to 2 ½% and maintain current level of services without additional full-time employees.
8. Work with Board of Water Commissioners to update Master Water Plan.
9. New Harbor/Shellfish Warden Shack.
10. Review financial intake and output for economies.

7/14/15



TOWN OF WELFLEET

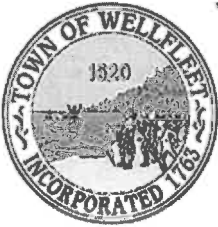
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PROPOSED FY16 BOARD OF SELECTMEN GOALS

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)*



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To: Board of Selectmen
From: Brian Carlson, Acting Town Administrator
Subject: Town Administrator's Report
Date: July 26, 2016

Reported on items from the period July 7 through July 26, 2016.

- 1 Procurement and Public Works:
 - a. Procurement documents seeking bids to complete work on the canopy and other repairs at the Transfer Station has been posted. Bids are due on August 16th at 2:00PM.
 - b. The Septic System Pumping Bid closed on Friday, July 15th. A contract award recommendation has been made by the DPW for Robert Our Company.
- 2 Meetings
 - a. July 11, 2016. Met with the Owners Project Manager and Police Building Project Team to prepare for the Board of Selectmen meeting and presentation.
 - b. July 18, 2016. Met with the Library Addition Review Committee to review the RFP the Town received through a public bid for design services for the reading room addition at the Library.
 - c. July 20, 2016. Met with the Health and Conservation Agent to get updated on several items within the department.
 - d. July 21, 2016. Attended the Herring River Restoration Project MOU III meeting.
 - e. July 22, 2016. Attended a site visit to Pleasant Point to review a possible disposition of town owned land.
- 3 Complaints.
- 4 Miscellaneous.
 - a. Final documents were sent the Mass School Building Authority regarding completion of the Elementary School roof project. The Town should be receiving project cost reimbursements soon.
- 5 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): None.
 - b. The Board of Library Trustees have offered the position of Outreach Coordinator to Gabrielle Griffis.
 - c. The Wellfleet Housing Authority has selected Karen Sunnarbourg to provide them with Housing Consultant services through June 30, 2017.

- d. Rachel McGrath, Full Time Firefighter/Paramedic has resigned to take a position with the Town of Chatham Fire Department.
- e. I am starting to schedule a set of human resources training for staff to take place in the fall and early winter. These trainings will be free through the Massachusetts Interlocal Insurance Association (MIIA).
- f. Current employment vacancies (Charter 5-3-2 (i)):
 - i. Transfer Station equipment operator position will be re advertised.
 - ii. Full Time Firefighter/Paramedic.

Date: July 22, 2016
To: Board of Selectmen
From: Jeanne Maclauchlan
Re: Vacancies on Town Boards

Bike & Walkways Committee (5 Members)

Vacant Positions	Appointing Authority	Length of Term
3 Positions	Board of Selectmen	3 years
Requesting Appointment: No applications 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 (1 member, 1 alternate)

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

Commission on Disabilities (up to 7 Members)

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

Comprehensive Wastewater Management Planning Committee (7 Members)

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

Cultural Council (no more than 22 members)

Vacant Positions	Appointing Authority	Length of Term
11 positions	Board of Selectmen	3 years
Requesting Appointment: 3 applications on file		

Energy Committee (11 members total)

Vacant Positions	Appointing Authority	Length of Term
2 Alternate Positions	Board of Selectmen	3 years
1 BOS Rep		
Requesting Appointment: No applications on file		

Finance Committee (9 members, 2 alternate)

Vacant Positions	Appointing Authority	Length of Term
1 Position	Town Moderator	2 years to complete term
1 Alternate Position		
Requesting Appointment: No applications on file		

Herring Warden (1 Warden, 1 Assistant Warden)

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

Historical Commission (7 Members)

Vacant Positions	Appointing Authority	Length of Term
1 Position	Board of Selectmen	1 year to complete term
Requesting Appointment: No applications on file		

Marina Advisory Committee (7 Members, 2 Alternates)

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

Open Space Committee (7 Members)

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

Personnel Board (4 members + TA + FinCom Rep)

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

Planning Board (7 members)

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

Recreation Committee (5 members)

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

Recycling Committee (11 members)

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

Shellfish Advisory Board (7 Members, 2 Alternates)

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



DRAFT
**Wellfleet Board of Selectmen
Minutes of July 12, 2016
Wellfleet Senior Center**

Present: Selectmen Dennis Murphy, Helen Miranda Wilson; Berta Bruinooge, Janet Reinhart, Jerry Houk;
Acting Town Administrator Brian Carlson

Chairman Dennis Murphy called the meeting to order at 7:00 pm.

Announcements, Open Session and Public Comment [7:00]

- Wilson thanked Sam Bradford for serving on the Finance Committee. Reinhart thanked Harry Terkanian for his service as Town Administrator.
- Brian Carlson introduced himself as the Acting Town Administrator.
- Chief Fisette announced an app for tracking sharks. The link to the site will be on Police Department FaceBook page and the Town's web site.

Appointment of the Office of the Town Administrator as the Chief Procurement Officer.

MOTION 217-001: Wilson moved to appoint Brian Carlson as the Chief Procurement Officer. Bruinooge seconded and the motion passed 5-0.

Public Hearing(s) [7:05]

Murphy opened the public hearing(s) at 7:05 pm.

Amendment to beach fees for drop offs at beaches

Community Services Director Suzanne Grout Thomas distributed materials pertaining to the proposed amendments to beach fees to the previously approved beach drop-off fees. She talked about the need for the change based on an issue with one particular bus company.

MOTION 217-002: Reinhart moved and Wilson seconded to approve the proposed changes to the Beach Rules and Regulations in relationship to the bus drop off fees as printed. The motion passed 5-0.

One Day Beer and Wine License for a wedding weekend (September 2 & 4) at the Holden Inn.

MOTION 217-003: Reinhart moved and Bruinooge seconded to approve the application from Kelly Unda for One Day Beer and Wine License on Friday, September 2, 2016 from 5 P.M. and Sunday, September 4, 2016 from 10 A.M. to noon for a wedding weekend at the Holden Inn. The motion passed 5-0.

COA Advisory Board Appointment

In the absence of the applicant, Suzanne Grout Thomas supported the appointment of Dorothy Oberding to COA Advisory Board.

MOTION 217-004: Reinhart moved and Bruinooge seconded to appoint Dorothy Oberding to COA Advisory Board with a term ending June 30, 2018. The motion passed 5-0.

Local Housing Partnership Appointment

Sharon Rule Agger expressed her interest to serve on the Local Housing Partnership.

MOTION 217-005: Reinhart moved and Wilson seconded to appoint Sharon Rule-Agger to Local Housing Partnership with a term to June 30, 2017. The motion passed 5-0.

Full Time Police Officer Appointment

Police Chief Fisette recommended the appointment of Ryan J. Golden to Full Time Police Officer. Houk and Renihart asked questions about the Psychological Evaluation requirement that has not been performed yet. Fisette answered that he has requested the appointment to secure the officer before some other Town extends him an offer.

MOTION 217-006: Wilson moved and Bruinooge seconded to appoint Ryan J. Golden to Full Time Police Officer with a term from August 1, 2016 to July 30, 2017. The motion passed 5-0.

Parking Control Officer Appointment

MOTION 217-007: Houk moved and Bruinooge seconded to appoint Beth Berrio as Parking Control Officer with a term ending June 30, 2017. The motion passed 5-0.

Use of Town Property - Charlene Moske-Weber to use Maguire Landing Beach for Beach Bootcamp

Suzanne Thomas had a comment on Charlene Moske-Weber's request to use Maguire Landing Beach for Beach Bootcamp in terms of free admission with proof of residency. Charlene Moske Weber explained that she likes to promote health and offer the beach boot camp to residents free of charge. Wilson wanted to know more about the boot camp and what it entails, and the end date. Webber said that it will end the last Friday of August. Bruinooge proposed \$100 fee, Webber requested waiver of the fee in lieu of the free admission for residents.

MOTION 217-008: Wilson moved and Bruinooge seconded to approve the request of Charlene Moske-Weber to use Maguire Landing Beach for Beach Bootcamp on Mondays, Wednesdays and Fridays from 7:30 am to 8:30 am. with event fee waived, free for residents, proof of insurance, comply with parking rules, sign facility agreement and clean the beach. The motion passed 5-0.

Update on Outer Cape Bicycle and Pedestrian Master Plan

Sarah Korjeff of the Cape Cod Commission presented an update on the Outer Cape Bicycle and Pedestrian Master Plan by going over the two maps included in the meeting materials. Korjeff talked about the top 5 identified community priorities and opened it for discussion and questions. Bruinooge had concerns about the Town roads already facing challenges being too narrow and did not know how a widening would be possible without land-takings. Wilson supported bike break down lane on Route 6 along the shoulder, but did not understand the need for bike lane on Cahoon Hollow. Reinhart addressed concerns in email communications by of residents by saying that the bike paths are considered for safety and awareness, not for increasing the bike traffic. Murphy spoke about the specifics and challenges of the Route 6 layout. Murphy gave the public to voice their concens and among the speakers - Geraldine Ramer, Pat Flicker, Jerry Buckmiller and Kimberly Johns there was a consensus of not supporting bike lanes on Cahoon Hollow Road. Murphy explained that any road alterations or takings will require a Town Meeting vote and explained that this is the very initial stage of the project and it will take a lot of planning and engineering before any further considerations is given to this project. Korjeff confirmed that the intent is to do the project within the existing rights of way and not do any road takings. The discussion concluded without any action taken by the Board.

Request for letter supporting legislation necessary for Herring River Restoration land – postponed to July 26, 2016.

Request of Town of Chatham for Letter¹ of Support to Rep. Keating for legislative remedy to reverse the U.S. Fish and Wildlife Service's jurisdictional authority over Monomoy territory.

Carlson explained the nature of the request from the Town of Chatham. Reinhart wanted to know details about the dispute. Bruinooge reminded that Wellfleet has already sent one letter of support in the past. Houk also gave a background information about this matter.

MOTION 217-009: Houk moved and Bruinooge seconded to send a letter of support for the Town of Chatham to Rep. Keating for legislative remedy to reverse the U.S. Fish and Wildlife Service's jurisdictional authority over Monomoy territory. The motion passed 5-0.

Discussion of benthic mapping project of Wellfleet Harbor

Wilson talked about the research she has done on the subject and proposed directing the staff to pursue grants and asked for the Board's direction. The Selectmen expressed support of the idea of pursuing grant opportunities.

Discussion with William Henchy and Andrew Souza regarding the use of Charter provision 5-4-1.

Murphy referred to the letter² of Attorney William Henchy and opened the discussion with Henchy, but said that the Board will not hear Souza, because the Board did not hear any other applicants.. Henchy explained the reasons for the request of Souza to be on the BOS meeting agenda and asked for the opportunity to remedy this matter without further complicating the situation by rescinding the vote of June 14, 2016. Murphy said that the Board had acted in its Charter right to disapprove a hire within 14 days of job offer. Henchy talked about his conversation with Terkanian on this matter. Houk said that the State Law has a provision to give a preference to veterans for any public works jobs and projects. Wilson talked about the deficiencies in this hiring process and said that it will be reset and restarted again and all applicants will be given equal opportunity. Henchy said that resetting the clock does not cure the damage. He asked again to rescind the decision. Murphy said that he will not entertain a motion to rescind a vote where the Board has exercised its Charter right to disapprove the hire. No action was taken by the Board.

Town Administrator's³ Report

Carlson presented the joint report with Terkanian and added:

1. Additional Board of Selectmen meeting is scheduled for July 14 at 3:45 at Town Hall Conference Room to deal with the end of FY 16 transfers.
2. Board of Selectmen Goals for FY 17 will be on the July 26, 2016 agenda.

Correspondence and Vacancy Report

Reinhart mentioned a *Thank You* letter to DPW by Jan Morrissey for road repairs after torrential rain.

Minutes

MOTION 217-010: Reinhart moved and Wilson seconded to approve the minutes⁴ of June 28, 2016 as amended by Wilson. The motion passed 5-0.

Adjournment

MOTION 217-011: Wilson moved to adjourn the meeting at 9:25 pm. Reinhart seconded and the motion passed 5-0.

Respectfully submitted,

Michaela Miteva, Executive Assistant

Public Record Documents:

¹ Town of Chatham request for Letter of Support for jurisdiction over Monomoy territories

² Att. W. Henchy letter for Andrew Souza dated July 8, 2016

³ TA Report of July 8, 2016

⁴ Draft minutes of June 28, 2016



DRAFT
**Wellfleet Board of Selectmen
Minutes of July 14, 2016
Wellfleet Town Hall Conference Room**

Present: Selectmen Dennis Murphy, Helen Miranda Wilson; Berta Bruinooge, Jerry Houk; Acting Town Administrator Brian Carlson

Regrets: Janet Reinhart

Chairman Dennis Murphy called the meeting to order at 3:56 pm.

Business – Request for approval of 2016 fiscal year end transfers

Town Accountant Marilyn Crary presented the FY2016 yearend transfer requests¹ and answered questions about IT budget and the Police Department transfers.

MOTION 217-012: Bruinooge moved and Houk seconded to transfer funds as printed on the spreadsheet presented by Town Accountant Marilyn Crary and dated July 14, 2016. The motion passed 4-0.

Adjournment

MOTION 217-013: Wilson moved to adjourn the meeting at 3:25 pm. Bruinooge seconded and the motion passed 4-0.

Respectfully submitted,

Michaela Miteva, Executive Assistant

Public Record Documents:

¹ FY2016 Transfer Requests by Town Accountant dated July 14, 2016