Board of Selectmen

RECEIVED
TOWN OF WELLFLEET
2016 AUG 19 AM 11:50

The Wellfleet Board of Selectmen will hold a public meeting on Tuesday, August 23, 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.** Request of Leon E. Wagner for Chap + Wags, Inc. dba The Wagner at Duck Creek to change from a Seasonal License to an Annual License
- **B.** Revision of fees for the Building Department

III. **Licenses/Appointments/Reappointments/Use of Town Property**

- **A.** Licenses - NONE
- **B.** Appointments/Reappointments - NONE
- **C.** Use of Town Property - NONE

IV. **Business**

- **A.** Approval of Taxation Aid Committee request for fall tax bill insert
- **B.** Discussion and final public comment on the updated draft of the Hazard Mitigation Plan and vote by the BOS. [Cape Cod Commission, Police Chief, ATA]
- **C.** Award of contract for water tower paint spot repairs [BWC]
- **D.** Call for Special Town Meeting on November 15, 2016 [BOS]
- **E.** Call for Special Town Election on November 29 or December 21, 2016 [BOS]
- **F.** Discussion of Collins Center for Public Management agreement on five-year capital planning [ATA]
- **G.** Discussion of changing the number of members for the Cultural Council
- **H.** FY 2017 Board of Selectmen Goals

V. **Town Administrator's Report**

VI. **Future Concerns**

VII. **Correspondence and Vacancy Report**

VIII. **Minutes** [August 9,2016]

IX. **Adjournment**

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

TOWN OF WELLFLEET
PUBLIC NOTICE

In accordance with M.G.L. Chapter 138, notice is hereby given that the Wellfleet Board of Selectmen will hold a public hearing on Tuesday August 23, 2016 at 7:05 p.m. in the Wellfleet Council on Aging to consider the request received August 4, 2016 Chap & Wags Inc. dba The Wagner at Duck Creek to change from a Seasonal License to an Annual License.

WELLFLEET BOARD OF SELECTMEN

APPLICANT'S STATEMENT

I, Leon E Wagner III (Authorized Signatory) the: ☐ sole proprietor; ☐ partner; ☒ corporate principal; ☐ LLC/LLP member

of Chap + Wags Inc. d/b/a The Wagner at Du (Name of the Entity/Corporation), hereby submit this application for _____ (Transaction(s) you are applying for)

(hereinafter the "Application"), to the local licensing authority (the "LLA") and the Alcoholic Beverages Control Commission (the "ABCC" and together with the LLA collectively the "Licensing Authorities") for approval.

I do hereby declare under the pains and penalties of perjury that I have personal knowledge of the information submitted in the Application, and as such affirm that all statement and representations therein are true to the best of my knowledge and belief. I further submit the following to be true and accurate:

(1) I understand that each representation in this Application is material to the Licensing Authorities' decision on the Application and that the Licensing Authorities will rely on each and every answer in the Application and accompanying documents in reaching its decision;

(2) I state that the location and description of the proposed licensed premises does not violate any requirement of the ABCC or other state law or local ordinances;

(3) I understand that while the Application is pending, I must notify the Licensing Authorities of any change in the information submitted therein. I understand that failure to give such notice to the Licensing Authorities may result in disapproval of the Application;

(4) I understand that upon approval of the Application, I must notify the Licensing Authorities of any change in the Application information as approved by the Licensing Authorities. I understand that failure to give such notice to the Licensing Authorities may result in sanctions including revocation of any license for which this Application is submitted;

(5) I understand that the licensee will be bound by the statements and representations made in the Application, including, but not limited to the identity of persons with an ownership or financial interest in the license;

(6) I understand that all statements and representations made become conditions of the license;

(7) I understand that any physical alterations to or changes to the size of, the area used for the sale, delivery, storage, or consumption of alcoholic beverages, must be reported to the Licensing Authorities and may require the prior approval of the Licensing Authorities;

(8) I understand that the licensee's failure to operate the licensed premises in accordance with the statements and representations made in the Application may result in sanctions, including the revocation of any license for which the Application was submitted; and

(9) I understand that any false statement or misrepresentation will constitute cause for disapproval of the Application or sanctions including revocation of any license for which this Application is submitted.

Signature: Leon E. Wagner III Date: August 1, 2016

Title: Chief Operating Officer

APPLICATION FOR RETAIL ALCOHOLIC BEVERAGE LICENSE

City/Town: Wellfleet

1. LICENSEE INFORMATION:

A. Legal Name/Entity of Applicant:(Corporation, LLC or Individual) Chap + Wags Inc.

B. Business Name (if different) : d/b/a The Wagner at Duck Creek and C. Manager of Record: Leon E Wagner III

D. ABCC License Number (for existing licenses only) : 134800008

E.Address of Licensed Premises: 70 East Main Street City/Town: Wellfleet State: MA Zip: 02667

F. Business Phone: 508-349-9333 G. Cell Phone: 508-942-8185

H. Email: leo@thewagneratduckcreek.com I. Website: www.thewagneratduckcreek.com

J.Mailing address (If different from E.): PO Box 1354 City/Town: Wellfleet State: MA Zip: 02667

2. TRANSACTION:

- [x] New License
- [ ] New Officer/Director
- [ ] Transfer of Stock
- [ ] Issuance of Stock
- [ ] Pledge of Stock
- [ ] Transfer of License
- [ ] New Stockholder
- [ ] Management/Operating Agreement
- [ ] Pledge of License

The following transactions must be processed as new licenses:

- [x] Seasonal to Annual
- [ ] (6) Day to (7)-Day License
- [ ] Wine & Malt to All Alcohol

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

3. TYPE OF LICENSE:

- [x] §12 Restaurant
- [x] §12 Hotel
- [ ] §12 Club
- [ ] §12 Veterans Club
- [ ] §12 Continuing Care Retirement Community
- [x] §12 General On-Premises
- [ ] §12 Tavern (No Sundays)
- [ ] §15 Package Store

4. LICENSE CATEGORY:

- [x] All Alcoholic Beverages
- [ ] Wines & Malt Beverages
- [ ] Wines
- [ ] Malt
- [ ] Wine & Malt Beverages with Cordials/Liqueurs Permit

5. LICENSE CLASS:

- [x] Annual
- [ ] Seasonal

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

NAME: Erica Chapman, Esq

ADDRESS: PO Box 1354

CITY/TOWN: Wellfleet STATE: MA ZIP CODE: 02667

CONTACT PHONE NUMBER: 617-435-8411 FAX NUMBER:

EMAIL: erica.j.chapman@gmail.com

7. DESCRIPTION OF PREMISES:

Please provide a complete description of the premises. Please note that this must be identical to the description on the Form 43. **Your description MUST include: number of floors, number of rooms on each floor, any outdoor areas to be included in licensed area, and total square footage**. i.e.: "*Three story building, first floor to be licensed, 3 rooms, 1 entrance 2 exits (3200 sq ft); outdoor patio (1200 sq ft); Basement for storage (1200 sq ft). Total sq* ft = 5600."

Inn consisting of a main tavern with 1920 sq ft first floor and 1500 sq ft second floor, including storage areas and restrooms and attached 300 sq ft kitchen; first floor function hall consisting of three rooms and a lobby with three adjacent storage areas and restrooms with a total combined area of 1940 sq ft; ground level function kitchen totaling 1056 sq ft; four lower level pond view rooms and restrooms totaling 1100 sq ft; 11 guest rooms including common areas and bathrooms on second level above function hall with a total combined area of 1940 sq ft; the 3-story building and two 2-story dwellings comprised of 27 guest rooms and common areas to be licensed, with 3 entrances 4 exits totaling 9000 sq ft; outdoor patio on side of building with 221 sq ft; back deck is 400 sq ft; and front, side, and rear grounds for small receptions with a total area of 2800 sq ft;

Total Square Footage: 22177 Number of Entrances: 5 Number of Exits: 17

Occupancy Number: 150 Seating Capacity: 120

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

8. OCCUPANCY OF PREMISES:

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

IMPORTANT ATTACHMENTS (3): The applicant must submit a copy of the final lease or documents evidencing a legal right to occupy the premises. Other: Chap+Wags Inc. Leases from LLC

Landlord is a(n): LLC Other: CHAP+ WAGS INC and The Wagner at Duck Creek LLC a

Name: The Wagner at Duck Creek LLC Phone: 508.942.8185

Address: 70 Main Street City/Town: Wellfleet State: MA Zip: 02667

Initial Lease Term: Beginning Date 04/15/2016 Ending Date NA

Renewal Term: NA Options/Extensions at: NA Years Each

Rent: $120,000.00 Per Year Rent: $10,000.00 Per Month

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

If Yes, Landlord Entity must be listed in Question # 10 of this application.

If the principals of the applicant corporation or LLC have created a separate corporation or LLC to hold the real estate, the applicant must still provide a lease between the two entities.

9. LICENSE STRUCTURE:

The Applicant is a(n): Corporation

Other :

If the applicant is a Corporation or LLC, complete the following:

Date of Incorporation/Organization: 06/19/2015

State of Incorporation/Organization: MA

Is the Corporation publicly traded? Yes ☐ No ☒

10. INTERESTS IN THIS LICENSE:

List all individuals involved in the entity (e.g. corporate stockholders, directors, officers and LLC members and managers) and any person or entity with a direct or indirect, beneficial or financial interest in this license.

IMPORTANT ATTACHMENTS (4):

A. All individuals or entities listed below are required to complete a Personal Information Form.

B. All shareholders, LLC members or other individuals with any ownership in this license must complete a CORI Release Form (unless they are a landlord entity)

Name	All Titles and Positions	Specific % Owned	Other Beneficial Interest
Leon E. Wagner III	Chief Operating Officer	50%	
Erica Chapman Wagner	President	50%	

*If additional space is needed, please use last page.

11. EXISTING INTEREST IN OTHER LICENSES:

Does any individual listed in §10 have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages? Yes ☐ No ☒ **If yes,** list said interest below:

Name	License Type	Licensee Name & Address
	Please Select	
	Please Select	
	Please Select	
	Please Select	
	Please Select	
	Please Select	

*If additional space is needed, please use last page.

TOWN OF WELLFLEET
PUBLIC NOTICE

Notice is hereby given that the Wellfleet Board of Selectmen will hold a public hearing on Tuesday, August 23, 2016 at 7:05 p.m. in the Wellfleet Council on Aging, 715 Old Kings Highway, to amend the Building Department fees.

WELLFLEET BOARD OF SELECTMEN

BUILDING -

EFFECTIVE JULY 1, 2016

RESIDENTIAL BUILDING FEES

New Construction (new structures & additions)	.65 per sq ft or $55. minimum
Existing Structures (alterations & repairs)	.55 per sf or $55. minimum
New & Existing Unconditioned Space, Porch	.40 per sf or 55. minimum
Decks	.25 per sf or 55. minimum
Garage, Barn, Accessory, Shed over 120 sf	.25 per sf or 55. minimum
Accessory, Shed 120 sf and under	$55.00
Window/Door replacement, re-roofing, re-siding	55. +1% of construction
Chimney, Wood Stove, Fireplace	$55.00
Fire Sprinkler	$55.00
Pool - above ground	$115.00
Pool - in ground	$115.00 plus .25 per sf
Solar Panel	55. + 1% of construction value
Wind Generation	55. + 1% of construction value
Signs	50. + .25 per sf over 24 sf
Mechanical/Duct Work/Exhaust Hood	$55.00
Retaining Wall, Foundation Wall, Trench	$55.00
Awning, Tent, Temporary Construction Trailer	$55.00
Demolition 300 sf and under	$60.00
Demolition 301 sf and over	$115.00
Moving Structures	.25 per sf or 55. minimum
Dock, Float, Pier	115. + 1.25 per sf
Certificate of Occupancy - each unit	$55.00
Re-Inspection	$55.00
Emergency, Off Hour, Weekend Inspection	$115.00

COMMERCIAL BUILDING FEES

New Construction (new structures & additions)	.65 per sf or 55 minimum
Existing Structures (alterations & repairs)	.55 per sf or 55. minimum
New & Existing Unconditioned Space, Porch	.40 per sf or 55. minimum
Decks	.25 per sf or 55. minimum
Garage, Barn, Accessory, Shed over 120 sf	.25 per sf or 55. minimum
Accessory, Shed 120 sf and under	$75.00
Window/Door replacement, re-roofing, re-siding	.55 + 1% of construction costs
Chimney, Wood Stove, Fireplace	$55.00
Fire Sprinkler	$55.00
Pool - above ground	$125.00
Pool - in ground	150 + .25 per sf
Solar Panel	55. + 1% of construction costs
Wind Generation	55. + 1% of construction costs
Cell Tower	250.+ .25 per linear foot
Signs	125 + .25 per sf over sf
Mechanical/Duct Work/Exhaust Hood	$55.00
Retaining Wall, Foundation Wall, Trench	$55.00
Awning, Tent, Temporary Construction Trailer	$55.00
Demolition 300 sf and under	$60.00
Demolition 301 sf and over	$110.00
Moving Structures	.25 per sf or 55. minimum
Dock, Float, Pier	225. + 1.25 per sf
Certificate of Occupancy - each unit	$55.00
Certificate of Occupancy - Hotels/Motels	55. + 5.00 per room
Re-Inspection	$55.00
Emergency, Off Hour, Weekend Inspection	$125.00
Commercial Annual Inspection	$50.00

ELECTRICAL/WIRING PERMIT FEES

Residential & Commercial	$60.00
New & Temporary Service	$60.00
Re-Inspection	$50.00
Extra Inspection	$50.00
Emergency, Off Hour, Weekend Inspection	$100.00
All solar installations require 2 inspections	$60.00 each

PLUMBING PERMIT FEES

Residential & Commercial	$60. plus $10. per fixture
Re-Inspection	$50.00
Emergency, Off Hour, Weekend Inspection	$100.00

GAS PERMIT FEES

Residential & Commercial	$60. plus $10. per fixture
Re-Inspection	$50.00
Emergency, Off Hour, Weekend Inspection	$100.00

ZBA APPLICATION FEES

Change in Use Only (no construction)	$85.00
Affordable Accessory Dwelling Unit	$85.00
Residential Change in Use	$85.00
Commercial/Business Change in Use	$195.00
Construction of any sort:	
$0 - $1,000	$90.00
$1,001 - $10,000	$145.00
$10,001 - $50,000	$195.00
$50,001 - $100,000	$295.00
$100,001 - $250,000	$395.00
$250,001 - $500,000	$595.00
$500,001 - $1,000.000	$1,045.00
$1,000.001 - $1,500.000	$1,545.00
$1,500,001 - and above	$2,045.00
Amendment to Active Special Permit	$90.00
Request for Extention to Special Permit	$95.00
Appeal as Person Aggrieved	$95.00

GENERAL CONDITIONS

Building Permit Renewal (10% of original fee for 6 months)	$115.00
Replacement of Building Sign Off Card	$35.00
Building Commissioner Opinion Letter	$55.00
Building Permit Amended (all departments)	$55.00
Not Calling For Required Inspection (all departments)	$55.00
Covering Work Without Inspection (all departments)	$115.00
Removal of Stop Work Order (all departments)	$210.00

Fees for any work not listed above will be determined by the Building Commissioner.

Fees are non refundable once permit is issued. (All Departments)

Please confirm up to date fees with Building Department.

Records requests that will take more than 20 minutes will be charged at Department Assistant pay rate.

Fees tripled for all work started without a permit. (All Departments)

VOTED ON MARCH 22, 2016

BUILDING

	Current	Proposed
ELECTRICAL/WIRING PERMIT FEES		
Residential & Commercial	$60.00	
New & Temporary Service	$60.00	
Re-Inspection	$50.00	
Extra Inspection	$50.00	
Emergency, Off Hour, Weekend Inspection	$100.00	
PLUMBING PERMIT FEES		
Residential & Commercial	60. + 10. per fixture	
Re-Inspection	$50.00	
Emergency, Off Hour, Weekend Inspection	$100.00	
GAS PERMIT FEES		
Residential & Commercial	$60. plus $10. per fixture	
Re-Inspection	$50.00	
Emergency, Off Hour, Weekend Inspection	$100.00	
ZBA APPLICATION FEES		
Change in Use Only (no construction)		$85.00
Affordable Accessory Dwelling Unit	$85.00	$85.00
Residential Change in Use	$60.00	$85.00
Commercial/Business Change in Use	$185.00	$195.00
Construction of any sort:		
$0 - $1,000	$85.00	$90.00
$1,001 - $10,000	$135.00	$145.00
$10,001 - $50,000	$185.00	$195.00
$50,001 - $100,000	$285.00	$295.00
$100,001 - $250,000	$385.00	$395.00
$250,001 - $500,000	$585.00	$595.00
$500,001 - $1,000.000	$1,035.00	$1,045.00
$1,000.001 - $1,500.000	$1,535.00	$1,545.00
$1,500,001 - and above	$2,035.00	$2,045.00
Amendment to Active Special Permit	$85.00	$90.00
Request for Extention to Special Permit	$60.00	$95.00
Appeal as Person Aggrieved	$85.00	$95.00
GENERAL CONDITIONS		
Building Permit Renewal (10% of original fee for 6 mo	$100.00	$115.00
Replacement of Building Sign Off Card	$25.00	$35.00
Building Commissioner Opinion Letter	$50.00	$55.00
Building Permit Amended (all departments)	$50.00	$55.00
Not Calling For Required Inspection (all departments)	$50.00	$55.00
Covering Work Without Inspection (all departments)	$100.00	$115.00
Removal of Stop Work Order (all departments)	$200.00	$210.00

VOTED ON MARCH 22, 2016

BUILDING

RESIDENTIAL BUILDING FEES

	Current	Proposed
New Construction (new structures & additions)	.55 per sf or $50. minimum	.65 per sq ft and $55. minimum
Existing Structures (alterations & repairs)	.45 per sf or $50. minimum	.55 per sf or $55. minimum
New & Existing Unconditioned Space, Porch	.35 per sf or $50. minimum	.40 per sf or 55. minimum
Decks	.20 per sf or $50. minimum	$55.00
Garage, Barn, Accessory, Shed over 120 sf	.20 per sf or $50. minimum	$55.00
Accessory, Shed 120 sf and under	$50.00	$55.00
Window/Door replacement, re-roofing, re-siding	50. +1% of construction value	$55.00
Chimney, Wood Stove, Fireplace	$50.00	$55.00
Fire Sprinkler	$50.00	$55.00
Pool - above ground	$100.00	$115.00
Pool - in ground	100. plus .20 per sf	$115.00 plus .25 per sf
Solar Panel	50. +1% of construction value	$55.00
Wind Generation	50. +1% of construction value	$55.00
Signs	50. + .20 per sf over 24 sf	$55.00
Mechanical/Duct Work/Exhaust Hood	$50.00	$55.00
Retaining Wall, Foundation Wall, Trench	$50.00	$55.00
Awning, Tent, Temporary Construction Trailer	$50.00	$55.00
Demolition 300 sf and under	$55.00	$60.00
Demolition 301 sf and over	$100.00	$115.00
Moving Structures	.20 per sf or $50. minimum	$55.00
Dock, Float, Pier	100. + 1.20 per sf	$115.00
Certificate of Occupancy - each unit	$50.00	$55.00
Re-Inspection	$50.00	$55.00
Emergency, Off Hour, Weekend Inspection	$100.00	$115.00

COMMERCIAL BUILDING FEES

New Construction (new structures & additions)	.60 per sf or $50. minimum	.65 per sf or 55 minimum
Existing Structures (alterations & repairs)	.45 per sf or $50. minimum	.55 per sf or 55. minimum
New & Existing Unconditioned Space, Porch	.35 per sf or $50. minimum	
Decks	.20 per sf or $50. minimum	
Garage, Barn, Accessory, Shed over 120 sf	.20 per sf or $50. minimum	
Accessory, Shed 120 sf and under	$50.00	
Window/Door replacement, re-roofing, re-siding	50. + 1% of construction costs	
Chimney, Wood Stove, Fireplace	$50.00	
Fire Sprinkler	$50.00	
Pool - above ground	$100.00	
Pool - in ground	100. + .20 per sf	
Solar Panel	50. + 1% of construction costs	
Wind Generation	50. + 1% of construction costs	
Cell Tower	200. + .20 per linear foot	
Signs	100. +.20 per sf over 24 sf	
Mechanical/Duct Work/Exhaust Hood	$50.00	
Retaining Wall, Foundation Wall, Trench	$50.00	
Awning, Tent, Temporary Construction Trailer	$50.00	
Demolition 300 sf and under	$55.00	
Demolition 301 sf and over	$100.00	
Moving Structures	.20 per sf or $50. minimum	
Dock, Float, Pier	200. + 1.20 per sf	
Certificate of Occupancy - each unit	$50.00	
Certificate of Occupancy - Hotels/Motels	50. + 5. per room	
Re-Inspection	$50.00	
Emergency, Off Hour, Weekend Inspection	$100.00	
Commercial Annual Inspection	$50.00	

WELLFLEET TAXATION AID FUND

We would greatly appreciate it if you would add to your tax payment a voluntary contribution to the **"Aid to the Elderly or Disabled Tax Assistance Fund"**. This fund is designed to help defray the property tax burden for those elderly or disabled Wellfleet resident taxpayers with low income.

All donations are fully tax deductible, and are held in complete anonymity. You may add a contribution to your tax bill payment or by separate check payable to **"Wellfleet Taxation Aid Fund"**.

Please return this form and donation with your tax payment. Thank you.

Your Name: _____ Contribution Amount Enclosed: $_____

Mailing Address: _____

IF YOU NEED FINANCIAL ASSISTANCE TO PAY YOUR CURRENT TAX BILL (OR KNOW SOMEONE WHO DOES), YOU ARE ENCOURAGED TO APPLY. APPLICATIONS ARE AVAILABLE AT: TOWN HALL, SENIOR CENTER, PUBLIC LIBRARY, AND ON THE TOWN OF WELLFLEET WEB SITE.

We thank you for the kindness and generosity of your contribution. ***Sincerely, Wellfleet Taxation Aid Committee***

WELLFLEET TAXATION AID FUND

We would greatly appreciate it if you would add to your tax payment a voluntary contribution to the **"Aid to the Elderly or Disabled Tax Assistance Fund"**. This fund is designed to help defray the property tax burden for those elderly or disabled Wellfleet resident taxpayers with low income.

All donations are fully tax deductible, and are held in complete anonymity. You may add a contribution to your tax bill payment or by separate check payable to **"Wellfleet Taxation Aid Fund"**.

Please return this form and donation with your tax payment. Thank you.

Your Name: _____ Contribution Amount Enclosed: $_____

Mailing Address: _____

IF YOU NEED FINANCIAL ASSISTANCE TO PAY YOUR CURRENT TAX BILL (OR KNOW SOMEONE WHO DOES), YOU ARE ENCOURAGED TO APPLY. APPLICATIONS ARE AVAILABLE AT: TOWN HALL, SENIOR CENTER, PUBLIC LIBRARY, AND ON THE TOWN OF WELLFLEET WEB SITE.

We thank you for the kindness and generosity of your contribution. ***Sincerely, Wellfleet Taxation Aid Committee***

WELLFLEET TAXATION AID FUND

We would greatly appreciate it if you would add to your tax payment a voluntary contribution to the **"Aid to the Elderly or Disabled Tax Assistance Fund"**. This fund is designed to help defray the property tax burden for those elderly or disabled Wellfleet resident taxpayers with low income.

All donations are fully tax deductible, and are held in complete anonymity. You may add a contribution to your tax bill payment or by separate check payable to **"Wellfleet Taxation Aid Fund"**.

Please return this form and donation with your tax payment. Thank you.

Your Name: _____ Contribution Amount Enclosed: $_____

Mailing Address: _____

IF YOU NEED FINANCIAL ASSISTANCE TO PAY YOUR CURRENT TAX BILL (OR KNOW SOMEONE WHO DOES), YOU ARE ENCOURAGED TO APPLY. APPLICATIONS ARE AVAILABLE AT: TOWN HALL, SENIOR CENTER, PUBLIC LIBRARY, AND ON THE TOWN OF WELLFLEET WEB SITE.

We thank you for the kindness and generosity of your contribution. ***Sincerely, Wellfleet Taxation Aid Committee***

TOWN OF WELLFLEET

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

MEMORANDUM

TO: BOARD OF SELECTMEN

FROM: ASSISTANT TOWN ADMINISTRATOR

SUBJECT: HAZARD MITIGATION PLAN

DATE: 8/18/2016

CC: TOWN ADMINISTRATOR

A working group composed of town staff with the assistance of the Cape Cod Commission has worked over the past year to update the Town's Hazard Mitigation Plan. This draft plan is being presented for your review, comment and authorization to send to the Federal Emergency Management Agency (FEMA) for their review and approval. When the 2016 Wellfleet Hazard Plan Update is approved by FEMA and then officially adopted by the Board of Selectman, the town becomes eligible to receive funding from FEMA's Hazard Mitigation Assistance (HMA) program, which includes the following programs:

Hazard Mitigation Grant Program (HMGP): assists in implementing long-term, "forward thinking" hazard mitigation measures following a major disaster

Pre-Disaster Mitigation (PDM): provides funds for hazard mitigation planning and projects on an annual basis

Flood Mitigation Assistance (FMA): provides funds for projects to reduce or eliminate risk of flood damage to buildings that are insured under the National Flood Insurance Program (NFIP) on an annual basis.

Proposed Motion:

To authorize the submission of the draft Hazard Mitigation Plan to the Federal Emergency Management Agency for review and approval.

TOWN OF WELLFLEET

300 MAIN STREET WELLFLEET MASSACHUSETTS 02667
Tel (508) 349-0300 Fax (508) 349-0305
www.wellfleet-ma.gov

To: Board of Selectmen
From: BWC & Michaela Miteva, EA to the Town Administrator & WMWS Manager
Subject: Award of Contract for Water Tower Paint Spot Repairs
Date: August 18, 2016
CC: Dan Hoort, Town Administrator; Marilyn Crary, Town Accountant

---

Background: The Wellfleet Municipal water tower has been showing signs of rust and compromised paint on the exterior surface seams since early 2015. The water tower was built in 2010. The original method of seams surface preparation for primer and paint recommended by the manufacturer was abrasive sand blasting. The lower hemisphere was prepared by the manufacturer's recommendation. After an abutter's complaint dated June 24, 2010, the Health Agent issued a Cease and Desist Order dated July 6, 2010. The Order required "*all sand blasting to stop, until a process was clearly outlined, that eliminates air pollution and its associated affects on abutting properties.*" An alternative method of surface preparation was proposed by the painting contractor, reviewed by the Engineer and approved by the Town. The alternative method involving chemical preparation and tool grinding was used for the upper hemisphere of the tower seams, where the signs of paint deterioration and rust became visible in the winter of 2015. The Board of Water Commissioners and Town Administration have been working on this issue since then. As a result, the following steps were taken:

1. In July 2015 a comprehensive inspection of the interior and exterior of the water tower was performed by Underwater Solutions, Inc. The inspection found that the water storage tank was meeting the minimum standards set by the American Waterworks Association, but recommended timely repair to avoid further paint deterioration and structural damages caused by the rusting seams.
2. When the tank manufacturer was approached by the Town Administrator in September 2015, responsibility for the paint and exterior surface condition was denied based on the fact that the one-year manufacturer's warranty had expired.
3. The Board of Water Commissioners solicited engineering companies to submit proposals for the technical specifications for the paint repair. Only Environmental Partners Group expressed interest.
4. On June 7, 2016 the Water Commissioners voted to accept the EPG proposal to write the technical specifications. Funding source: BWC contract services.
5. On June 13, 2016 Town Administrator Harry Terkanian approved the request for water tower paint technical specifications to be prepared and procured by Environmental Partners Group, LLC (EPG).
6. The bid opening was on July 27, 2016. Only one bidder responded – Limerick Steeplejacks, Inc.

7. The basic bid price is for $61,900 with two-year warranty. The optional five-year warranty is for additional $24,000.
8. On July 28, 2016 Town Accountant Marilyn Crary confirmed availability of funds for the basic bid price of $61,900.
9. EPG reviewed Limerick Steeplejacks, Inc. bid proposal for technical accuracy and references. EPG found the proposal in good standing and the references check was positive.
10. On August 16, 2016 the BWC met with the Limerick Steeplejacks, Inc. owner Gregory Sanborn and discussed the method of surface preparation to be used. The proposer agreed to use Level III approved by Mass DEP contained sandblasting.
11. The BWC discussed meeting the abutters before any work begins and informing them of the upcoming paint spot repairs and the measures to be taken to prevent what had happened before.
12. The estimated duration for the project is 4-7 days.
13. Limerick Steeplejacks, Inc. is ready to schedule the work for this fall.
14. The BWC voted 5-0 to go forward with the proposed scope of work and 2-year warranty.
15. The services of Haley & Ward civil engineers have been secured to perform annual tank inspections to monitor the status of the exterior condition of the coating.

Request: The BWC kindly requests that the Board of Selectmen approve the $61,900 contract for the Wellfleet Water Tower paint spot repairs project and to award the contract to Limerick Steeplejacks, Inc. The contract will be paid by available funds in the BWC construction fund as stated by Town Accountant.

Environmental Partners
A partnership for engineering solutions.

RECEIVED
AUG - 2 2016
BY:

July 29, 2016

Ms. Michaela Miteva, MPA – Executive Assistant to the Town Administrator
Town of Wellfleet
300 Main Street
Wellfleet, MA 02667

RE: Review of Bid
Wellfleet Tank Spot Repairs

Dear Ms. Miteva:

Sealed bids for the subject contract were opened on July 27, 2016 at 11:00 a.m. Bids were received from 1 Contractor. Environmental Partners Group, Inc. (EPG) has checked the bid proposal for accuracy and completion. Based on our review, Limerick Steeplejacks, Inc. submitted a total bid price of $61,900.00, with an additional cost of $24,000 for the 5-year warranty specified in Addendum 1.

As required by the bid documents, Limerick Steeplejacks, Inc. submitted a list of references with their bid. EPG has contacted four of their references (Limerick, Dennis, Frye Island, and Rye). All four references reported having very positive experiences with Limerick Steeplejacks, referring to them as a high quality contractor that is easy to work with. The Telephone Log Records for Limerick Steeplejacks, Inc. references are attached for your use and information. Environmental Partne rs also confirmed that the required bid documents were included in the proposal, including the Bid Security (5%) , the Certificate of Non-Collusion (Section 00480), the Certificate of Corporate Vote (Corporation Only) (Section 00481), the Certificate of Payment of State Taxes (Section 00482), and the Certificate of OSHA 10 Hour Training (Section 00483).

Should you have any questions or comments on the above, please do not hesitate to contact me.

Very Truly Yours,

ENVIRONMENTAL PARTNERS GROUP, INC.

Paul C. Millett, P.E.
Project Manager

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

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

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

www.envpartners.com

RECEIVED
JUL 06 2010
BY:

1400H

TOWN OF WELLFLEET
HEALTH & CONSERVATION DEPARTMENT

220 West Main Street
Wellfleet, MA 02667
508-349-0308

Hillary Greenberg
Health & Conservation Agent
hillary.greenberg@wellfleet-ma.gov

July 6, 2010

Board of Water Commissioners
300 Main Street
Wellfleet, MA 02667

RE: Sand Blasting Operations at Water Tank

Dear Board of Water Commissioners:

I am writing to follow up on a complaint that has come into my office. On June 24, 2010, Ms. Emily Schatzow called to complain about particulate matter landing on her property following the sand blasting operations at the site of the new water tank. Following the call, Paul Murphy and I made a site visit to the property located at 20 Pine Valley Road. Upon arrival we immediately noticed sand blasting material all over the property. It was not limited to just the dwelling it was all over the vehicles parked in the driveway, the vegetation, and the studio. While we were there, Doug Ballem and Paul Millet from Environmental Partners also responded. It was our understanding that this complaint was to be dealt with from that point forward by Environmental Partners and the contractors and subcontractors who have been hired to perform the work on this project.

On July 6, 2010 I received a call from the Massachusetts Department of Environmental Protection inquiring about the situation and to see what steps are being taken to abate the problem. The problem more specifically is a violation of the regulations set forth in 310 CMR 7.00. Air pollution as defined by this regulation means the presence in the ambient air space of one or more air contaminants or combinations thereof in such concentrations and of such duration as to: (a) cause a nuisance; (b) be injurious, or be on the basis of current information, potentially injurious to human or animal life, to vegetation, or to property; or (c) unreasonably interfere with the comfortable enjoyment of life and property or the conduct of business.

Further, 310. CMR 7.09: U Dust, Odor, Construction, and Demolition states the following:
(1) No person having control of any dust or odor generating operations such as, but not limited to asphalt batching plants, asphalt roofing materials manufacturing plants, asphalt blowing plants, foundries, chemical products manufacturing plants, incinerators, fuel

utilization facilities, petroleum products Manufacturing plants, aggregate manufacturing plants, food preparation or processing facilities, wood products plants, dry cleaning establishments, paint and varnish manufacturing plants, paper manufacturing plants, leather manufacturing plants, concrete batching plants, metal coating and treating plants, land clearing operations, construction work, dump operations, agricultural operations and street sweeping shall permit emissions there from which cause or contribute to a condition of air pollution.

(2) No person responsible for any construction or demolition of an industrial, commercial, or institutional building or residential building with 20 or more dwelling units, shall cause, suffer, allow, or permit emissions there from which cause or contribute to a condition of air pollution. Said person shall notify the Department in writing ten working days prior to the initiation of said construction or demolition operation. The ten working day advance notice period will be waived in the event of emergency demolition necessary to prevent a public health or safety hazard.

(3) No person responsible for an area where construction or demolition has taken place shall cause, suffer, allow, or permit particulate emissions there from to cause or contribute to a condition of air pollution by failure to seed, pave, cover, wet, or otherwise treat said area to prevent excessive emissions of particulate matter.

(4) No person shall cause, suffer, allow, or permit the handling, transportation, or storage of any material in a manner that results or may result in emissions there from which cause or contribute to a condition of air pollution.

(5) No persons responsible for any construction or demolition of a structure that contains friable asbestos material shall fail to comply with 310 CMR 7.09(2) and 310 CMR 7.02. (National Emission Standards for Hazardous Pollutants).

(6) No person shall cause, suffer, allow, or permit the operation of mechanized street sweeping equipment that is not equipped with a suitable dust collection or dust suppression system which is maintained in good operating condition and is operated continuously while the street sweeping equipment is in use to prevent conditions of air pollution.

(7) 310 CMR 7.09(1) through 7.09(4) and 7.09(6) are subject to the enforcement provisions specified in 310 CMR 7.52.

Based on the above regulations and Massachusetts Department of Environmental Protections interpretation, I am formally inquiring as to what steps are being taken to remedy the violations. Additionally, sand blasting operations should cease until a process is clearly outlined that eliminates air pollution and its associated affects on abutting properties. If you have any questions, Please give me a call.

Yours truly,

Hillary Greenberg

cc: Paul Sieloff
Board of Health
MA DEP
Environmental Partners Group

From: Marilyn Crary <marilyn.crary@wellfleet-ma.gov>
To: Michaela Miteva <michaela.miteva@wellfleet-ma.gov>
Date: 07/28/2016 11:51 AM
Subject: Re: Municipal Water System Funding

The Water Commissioners are authorized to spend the following funds for addressing the issue of repainting a portion of the Water Tower. Fund 045 Phase I $46,133.50; Phase II $11,348.27; General Fund Consultancy Encumbered $4,518.23.
A total of $62,000.

Marilyn Crary
Town Accountant
Town of Wellfleet
300 Main Street
Wellfleet, MA 02667
Telephone: (508) 349-0303
Fax: 508 349-0305
marilyn.crary@wellfleet-ma.gov

Please think of the environment before printing this e-mail.

Confidentiality Notice: This fax/e-mail transmission, with accompanying records, is intended only for the use of (s), e.g., attorney-client, doctor-patient, HIPAA etc., which will be enforced to the fullest extent of the law. If you are not the intended recipier

AGREEMENT

SECTION 00500

TOWN OF WELLFLEET, MASSACHUSETTS

WELLFLEET TANK PAINT SPOT REPAIRS

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2016 by and between the Town of Wellfleet, Massachusetts, acting by and through the Board of Selectmen, duly authorized therefore, who acts herein solely for said Town and without personal liability to itself, (hereinafter called OWNER) and _____ (hereinafter called CONTRACTOR).

OWNER AND CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is as described in SECTION 01010, SUMMARY OF WORK.

The work done and materials and equipment furnished shall be strictly pursuant to and in conformity with the specifications and plans; said plans are signed and accompany this contract and these specifications, and are intended to complement each other. Any work appearing in or upon the one and not mentioned in the other shall be executed according to the true intent and meaning of said specifications and plans, the same as though the work was contained and described in all and as reasonably implied by the plans and specifications.

ARTICLE 2. ENGINEER

The Project has been designed by Environmental Partners Group, Inc., 1900 Crown Colony Drive, Suite 402, Quincy, MA 02169, who is hereinafter called ENGINEER and who is to act as OWNER'S representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIMES

3.1 Time of completion is set at 45 calendar days, from and including the date of notice to proceed, to finish all work.

3.2 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 11 of the General Conditions. They also

recognize the delays, expense, and difficulties involved in proving the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER one thousand dollars ($1,000) for each day that expires after the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete.

ARTICLE 4. CONTRACT PRICE

The OWNER shall pay CONTRACTOR for completion of the work in accordance with the Contract Documents in current funds as follows:

For unit price items, the extended total resulting from the product of the actual measured quantities suitably installed and accepted and the unit prices from the accepted bid proposal herein referred to as Section 00301 BID FORM dated_____. The total of the Bid Proposal accepted by the Town is:

_____

ARTICLE 5. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

5.1 For unit price bid items the product of the actual measured quantities suitably installed and accepted and the unit prices from the accepted bid proposal constitutes the extended total for payment. The extended total is the unit price times the quantity indicated. Adjustment of the unit price bid in the proposal will only be considered if the actual quantity is greater than 25% above or below the estimated quantity. For Lump Sum items suitability installed and completed the lump sum amount listed in the accepted bid proposal constitutes the total for payment.

5.2 Progress Payments; Retainage. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, and in accordance with the applicable Massachusetts General Law during construction. All such payments will be measured by the schedule of values established in paragraph 2.05 of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

5.3 Progress payments will be made in an amount equal to 95 percent of Work completed (with the balance being retainage) but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 15.01.C.5 of the General Conditions.

5.4 Final Payment. Upon final completion and acceptance of the Work in accordance with paragraph 15.06 of the General Conditions, OWNER shall pay the remainder of

the Contract Price as recommended by ENGINEER as provided in said paragraph 15.06.

ARTICLE 6. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

6.1 CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in paragraph 7) and the other related data identified in the Bidding Documents including "technical data."

6.2 CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance, or furnishing of the Work.

6.3 CONTRACTOR is familiar with, will comply with, and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.

6.4 CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 5.03.A.1 of the General conditions. CONTRACTOR accepts the determination set forth in paragraph SC-5.03 of the Supplementary Conditions of the extent of the "technical data" contained in such reports and drawings upon which CONTRACTOR is entitled to rely as provided in paragraph 4.02 of the General Conditions. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to completeness of information and data shown or indicated in the Contract Documents with respected to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and underground utilities and facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance, or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

6.5 CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.

6.6 CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports, and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

6.7 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 7. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

7.1 Invitation to Bid.

7.2 Instructions to Bidders.

7.3 CONTRACTOR's Bid Proposal.

7.4 This Agreement.

7.5 Exhibits to this Agreement.

7.6 Performance, Payment, and other Bonds.

7.7 Insurance Certificates.

7.8 General Conditions EJCDC Document C-700, 2013 edition.

7.9 Supplementary Conditions.

7.10 All Specification sections and appendices as listed in table of contents of the Bid Documents.

7.12 Addenda numbers ___ to ___, inclusive.

7.13 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to paragraph 11.01 of the General Conditions.

ARTICLE 8. MISCELLANEOUS

8.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

8.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment with release or discharge the assignor from any duty or responsibility under the Contract Documents.

8.3 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

8.4 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, the parties hereto have caused these documents to be signed and sealed on the day and year first above written.

_____

CORPORATE SEAL

By:
Incorporated in the State of
President:
If a Corporation: Treasurer

Secretary

_____
_____
_____

_____
Wellfleet Board of Selectmen

In accordance with M.G.L. Chapter 44, Section 31C, this is to certify that an appropriation in the amount of this contract is available therefore and that the Board of Selectmen has been authorized to execute the Contract and approve all requisitions and change orders.

_____
Town Accountant

_____ Date

NOTICE OF AWARD

TO: _____

PROJECT DESCRIPTION: ***Wellfleet Tank Paint Spot Repairs***

The Owner has considered the Proposal submitted by you for the above described Work on _____ in response to its Advertisement for Bids and Instructions to Bidders.

You are hereby notified that your Proposal has been accepted for Items totaling the amount of $_____.

You are required by the Instructions to Bidders to execute the Contract Agreement and furnish the required Contractor's Performance Bond, Payment Bond and certificates of insurance within ten (10) days from the date of this Notice of Award.

If you fail to execute said Agreement and to furnish said Bonds and Insurance within ten (10) days from the date of this Notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your Proposal as abandoned and as a forfeiture of your Bid Bond. The Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the Owner. Dated this _____ day of _____, 2016.

By the Town of Wellfleet:

By: _____

Title: _____ Date_____

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged, this, the day of_____, 2016.

By: _____

Title: _____

NOTICE TO PROCEED

To:_____ Date:_____

PROJECT: ***Wellfleet Tank Paint Spot Repairs***

You are hereby notified to commence the Work in accordance with the Agreement dated _____, on or before _____, and you are to complete all work within 21 consecutive calendar days thereafter. The date of completion of all work is, therefore, _____.

Town of Wellfleet, Massachusetts

By: _____

Title: _____

OPTION 1 SPECIAL TOWN MEETING AND TOWN ELECTION SCHEDULED SAME TIME

SPECIAL TOWN MEETING – TUESDAY, NOVEMBER 15, 2016

Deadlines:
Voter Registration – Saturday, November 5, 2016 from 8am to 8pm (MGL, c. 51, § 26) (10 days prior)

Posting of the warrant – By Tuesday, November 1, 2016 (MGL, c. 39, § 10) (14 days prior)

SPECIAL TOWN ELECTION – TUESDAY, NOVEMBER 29, 2016

Deadlines:
Voter Registration – Wednesday, November 9, 2016 (MGL, c. 51, § 26) (20 days prior)

Posting of the warrant – By Tuesday, November 22, 2016 (MGL, c. 39, § 10) (7 days prior)

OPTION 2 SCHEDULE SPECIAL TOWN ELECTION THE DAY AFTER TOWN MEETING

SPECIAL TOWN MEETING – TUESDAY, NOVEMBER 15, 2016

Deadlines:
Voter Registration – Saturday, November 5, 2016 from 8am to 8pm (MGL, c. 51, § 26) (10 days prior)

Posting of the warrant – By Tuesday, November 1, 2016 (MGL, c. 39, § 10) (14 days prior)

SPECIAL TOWN ELECTION – WEDNESDAY, DECEMBER 21, 2016

Deadlines:
Voter Registration – Thursday, December 1, 2016 (MGL, c. 51, § 26) (20 days prior)

Posting of the warrant – By Wednesday, December 14, 2016 (MGL, c. 39, § 10) (7 days prior)

TOWN OF WELLFLEET

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

MEMORANDUM

TO: BOARD OF SELECTMEN

FROM: TOWN ADMINISTRATOR

SUBJECT: COLLINS CENTER FOR PUBLIC MANAGEMENT CIP PLANNING PROJECT AND GRANT

DATE: 8/18/2016

CC: TOWN ACCOUNTANT AND TREASURER

The Town of Wellfleet is the recipient of a $30,000 grant from the State Division of Local Services to fund a planning project administered by the Edward Collins Center for Public Management at UMASS Boston to complete a 5-year capital improvement plan for the Town.

Proposed Motion:

To authorize the Town Administrator to enter into the Professional Services Agreement with the University of Massachusetts Edward Collins Center for Public Management through June 30, 2017 and to accept a grant award of $30,000 from the State Division of Local Services to fund this project.

UMASS BOSTON
EDWARD J. COLLINS, JR. CENTER FOR PUBLIC MANAGEMENT
JOHN W. McCORMACK GRADUATE SCHOOL OF POLICY AND GLOBAL STUDIES
UNIVERSITY OF MASSACHUSETTS BOSTON

100 Morrissey Boulevard
Boston, MA 02125-3393
P: 617.287.4824
F: 617.287.5566
mccormack.umb.edu/centers/cpm
collins.center@umb.edu

July 7, 2016

Brian Carlson, Acting Town Administrator
Town of Wellfleet
300 Main Street
Wellfleet, MA 02667

Re: Proposal for preparation of Five Year Capital Plan

Dear Mr. Carlson:

The Edward J. Collins, Jr. Center for Public Management at the University of Massachusetts Boston is pleased to submit this proposal to develop a five-year capital improvement plan for the Town of Wellfleet.

The project team for this engagement will be Ms. Monica Lamboy, Mr. Bob Rooney, Mr. Anthony Torrisi, and Mr. Ryan Whalen. Together, they have over 100 years in municipal management and consulting experience.

This proposal is being submitted by a public instrumentality of the Commonwealth of Massachusetts. Transactions with the Commonwealth, including the University, are exempt from the provisions of Chapter 30B, the Municipal Procurement Act (Chapter 30B Section 1 (b)(4)).

If you have any questions, please do not hesitate to contact me via the contact information above or via e-mail at stephen.mcgoldrick@umb.edu. Thank you for your consideration.

Respectfully,

Stephen McGoldrick
Executive Director

UMASS BOSTON
EDWARD J. COLLINS, JR. CENTER FOR PUBLIC MANAGEMENT
JOHN W. MCCORMACK GRADUATE SCHOOL OF POLICY AND GLOBAL STUDIES
UNIVERSITY OF MASSACHUSETTS BOSTON

100 Morrissey Boulevard
Boston, MA 02125-3393
P: 617.287.4824
F: 617.287.4825
collins.center@umb.edu

PROFESSIONAL SERVICE AGREEMENT
Town of Wellfleet

This Professional Service Agreement ("Agreement") is made as of this _____-day of July 2016 ("Effective Date") between the Town of Wellfleet, 300 Main Street, Wellfleet, MA 02667 ("Town"), and the University of Massachusetts ("UMass Boston"), represented by its Edward J. Collins, Jr. Center for Public Management ("Center"), having an address of 100 Morrissey Blvd, Boston, MA 02125-3393 ("the Parties").

The Center has technical expertise, resources, and capacity available to it, and the Town wishes to engage the Center to provide the Town with technical services. UMass Boston has determined that the proposed services to be provided are consistent with its research, economic development, educational, and public service missions.

Therefore, the Parties hereto mutually agree as follows:

1. Professional Services. The Center agrees to provide the professional services described in Exhibit A, which is attached hereto and incorporated herein by reference ("Services"). Trained personnel or sub-consultants of the Center shall render the Professional Services.

2. Term. The Center will use reasonable efforts to provide the Professional Services during the period from the date of this Agreement until June 30, 2017. Unless the parties agree to extend the term in writing, this Agreement shall expire at the end of the term or upon the completion of the Professional Services, whichever shall first occur.

3. Confidentiality/Privacy. The Center shall comply with all applicable state and federal laws and regulations relating to confidentiality and privacy.

4. Payments. The Town agrees to pay to UMass Boston an all-inclusive fee of $30,000 for these services. This cost shall include all Center staff time and overhead. The Town agrees to make payments upon receipt of invoices. The Center reserves the right to discontinue work if the Town fails to pay invoices within thirty (30) days of receipt. Payments shall be made to "University of Massachusetts Boston" and shall be sent to:

Edward J. Collins Jr. Center for Public Management
University of Massachusetts Boston
100 Morrissey Blvd.
Boston, MA 02125-3393
Attn: Stephen McGoldrick

5. Warranty Disclaimer. The Center shall perform the Services in a professional and workmanlike manner. The Center shall endeavor to perform the Services within the schedule set forth herein, but is not liable for failure to meet the schedule. The foregoing warranties are in lieu of all other warranties, express, implied or statutory, including without limitation any implied or express warranties of merchantability, fitness for a particular purpose, or non-infringement of a patent or other intellectual property right.

6. Limitation of Liability. In no event shall UMass Boston be liable for any loss of profits, loss of use, loss of data, cost of cover, indirect, special, exemplary, punitive, incidental or consequential damages of any kind in connection with or arising out of this Agreement or the Services, even if UMass Boston has been advised of the possibility of those damages. Notwithstanding the foregoing, in no event shall its liability arising out of this Agreement or relating to the Services exceed the amounts actually paid.

7. Use of Names. The Town agrees that it will not utilize the name or seal of the University in any advertising promotional material or publicity, without the express written consent of UMass Boston. Reciprocally, UMass Boston will not utilize the name or corporate seal of the Town in any advertising promotional material or publicity, without the express written consent of the Town.

8. Termination. This Agreement may be terminated by either of the Parties upon thirty (30) days written notice of termination to the other. If either of the Parties defaults in the performance of any of its material obligations under this Agreement, then the non-defaulting party may give written notice of the default to the defaulting party. Unless the default is corrected within thirty (30) days after the notice, the notifying party may terminate this Agreement immediately upon written notice. Upon termination of this Agreement by either party, UMass Boston will be reimbursed for all costs and non-cancelable commitments incurred in performance of the Professional Services prior to the date of termination in any amount not to exceed the total commitment set forth in Section 4 of this Agreement. Provided, however, that if professional services are not complete, then UMass Boston will return any pro rata share of payment to the Town not otherwise expended, to the extent permissible.

9. Survival. The obligations of the parties under Sections 3, 4, 5, 6, 7, 8, and 9 survive termination of this Agreement.

10. Independent Contractor. Nothing contained in this Agreement shall be construed to constitute the Center or UMass Boston as a partner, joint venture, employee, or agent of the Town, nor shall either party have the authority to bind the other in any respect, it being intended that each shall remain responsible for its own actions.

11. Governing Law. This Agreement is governed by the laws of the Commonwealth of Massachusetts without regard to any choice of law rules. The Parties agree to exclusive jurisdiction and venue in the Massachusetts Superior Court in Suffolk County.

12. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the Services, supersedes all prior oral and written agreements with respect to the subject matter, and can be modified only by a written instrument signed by both of the Parties which references this Agreement.

UMass Boston and the Town have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

Town

BY: _____

NAME: _____

TITLE: _____

UMass Boston

BY: _____
Stephen McGoldrick , Director

BY: _____
Ellen O'Connor, Vice Chancellor for A & F

A. BACKGROUND AND STATEMENT OF EXPERIENCE

The Collins Center believes that the development of a five-year capital improvement plan (CIP) is an important responsibility of municipal officials seeking to maintain critical infrastructure in a cost-effective and fiscally responsible manner. Given its significance, preparation of such a plan requires a significant commitment by individuals with experience in the analysis of public operations and management. The sections that follow provide a more detailed description of the background and experience of the Center, and the staff members who would be assigned to this project.

1. THE COLLINS CENTER

The Center is dedicated to improving the efficiency and effectiveness of all levels of government, with a particular focus on state and local government. The Center has developed a comprehensive set of services to increase the productivity, performance, and accountability of government. Such services include:

- **Budget and Financial Assistance**
  - Capital Improvement Plan Development
  - Financial and Budget Forecasting
  - Financial Management Policies Development
  - Budget Transparency and Improvements

- **Charter Change Assistance and Government Study Committee Facilitation**
  - Charter revisions or amendments
  - Special Acts
  - Study Committee facilitation
  - Public presentations
  - Research

- **Executive Recruitment**
  - Recruitment
  - Transition services

- **Management and Organizational Reviews**
  - Administrative code development/revisions
  - Analyses of departmental operations
  - Compensation and classification studies
  - Human resource audits and policy recommendations
  - Budget and management advisory assistance
  - Financial policy development
  - Information technology assessments
  - Public safety operations and organizational reviews

- **Performance Management**
  - System design and implementation
  - Data and analytical support
  - *Government Analytics Program (GAP)*
  - *New England StatNet*

- Online professional development course
- Training for managers and executives

- **Regionalization and Collaboration**
  - City/Town – School collaboration assistance
  - Development of inter-municipal agreements
  - Feasibility studies for shared services

- **Strategic Planning and Community Involvement**
  - Community needs assessment
  - Economic development research and planning
  - Meeting facilitation
  - Strategic planning
  - Trends analyses

- **Training and Education**
  - Customized professional development
  - Leadership coaching
  - Management, supervisory, and leadership training
  - Online, six-module course: Performance Management for Governments and Nonprofits

There are several key characteristics of the approach taken by the Center project team, as summarized in the following points:

- Center team members include service area specialists who have in-depth expertise in municipal finance, human resources, public works, planning and economic development, public safety, parks and recreation, and nearly every area of municipal service delivery, in addition to generalists.
- Projects are approached with a firm grounding in analytical methodology. Clients receive detailed analyses of their specific issues. Issues and impacts are identified and analyzed in as much detail as possible to ensure that recommendations can be implemented and that clients can understand the reason for change.
- Projects are characterized by extensive interaction between consultants and client staff, management, and policymakers.

The project will be conducted by Monica Lamboy, Anthony Torrisi, and Ryan Whaler. Brief descriptions of their experience are provided below.

Monica R. Lamboy, Senior Associate. Ms. Lamboy comes to the Collins Center from her most recent position as Executive Director of the City of Somerville's Office of Strategic Planning & Community Development. She brings over 25 years of progressively senior management experience in municipalities across the country, including stints as Chief Operating Officer of the Washington, D.C. Department of Health and as Chief Administrative Officer of Oakland, California's Community & Economic Development Agency. Ms. Lamboy has extensive experience in long range and strategic planning, public sector administration and budgeting, organizational change and development, program design, legislative drafting and ordinance implementation. In Oakland, she was one of the co-leaders of an organizational change initiative, "Moving Oakland Forward," that involved 350 employees who evaluated and made recommendations on how to improve internal and external city services. In Somerville, in preparation

for the extension of the Green Line through the city, Lamboy initiated preparation of the city's first Comprehensive Plan and drafted innovated zoning to promote transit oriented infill development. During her time in Washington, D.C., she drafted the budget and monitored expenditures of $1.7 billion for the Department of Health. Ms. Lamboy has a Bachelor of Science in Civil Engineering from Princeton University and a Masters in City and Regional Planning from the University of California at Berkeley.

Robert "Bob" Rooney, Associate. Mr. Rooney has served in leadership and management positions impacting the built environment at the federal, state and local levels of government for over 30 years. Having served with the federal Corps of Engineers, the Executive Office of Transportation for the Commonwealth of Massachusetts, and in multiple positions as Director of Public Works, he has extensive experience in the life-cycle of public infrastructure and the required maintenance to maximize its longevity. Throughout his career he has managed new construction projects as well as overseen the inspection of existing infrastructure in the public domain - the largest as the Director of the "Stem-to-Stern" inspection of Boston's Central Artery Tunnel after the fatal roof collapse. More recently, he has focused on the municipal level, developing a unique prioritization model for capital investments for the City of Newton ranking over 300 municipal projects valued at close to $350 million dollars. Educated at Syracuse University (BS) and MIT (MS) in civil engineering, Rooney's career as an engineering practitioner has been interspersed with teaching at the college level at both MIT and the Military Academy at West Point. Mr. Rooney joined the Collins Center in 2015.

Anthony J. Torrisi, Associate. Mr. Torrisi has over 40 years of experience in municipal government. This experience includes 32 years as the Director of Finance and Budget for the Town of Andover, four years as a Budget Assistant in the City of Worcester, and one and a half years as intern/acting assistant town manager in Danvers. In Andover, he was responsible for the Town's financial planning including the development of the annual budget and 5-year capital improvement plan. He was a founding member of the Massachusetts Government Finance Officers Association and its first president. During his appointment in Andover, the Town received the GFOA Budget Presentation Award and a AAA bond rating from S&P. Tony has been invited to give many presentations over the years to various state and local associations on many government finance topics including budget presentation, capital planning, goal setting and financial forecasting. He holds a Bachelor of Arts from Boston College and a Master in Business Administration from Northeastern University.

Ryan Whalen, Senior Government Services Specialist. Mr. Whalen first joined the Collins Center at UMass-Boston as a Summer Fellow in June 2012. In this role, he worked primarily on supporting performance management in municipal governments and assessing the impact of casino development on local economies. In September 2013, he returned to the Collins Center as a member of the MassResults team working to implement performance management strategies across Massachusetts' state government. In addition, he has also worked on strategic initiatives for the UMASS President's Office and the Massachusetts Department of Transportation, on a trends analysis for the City of Brockton, and a capital improvement plan for the City of Lawrence. Prior to the Collins Center, he held positions at the Massachusetts Legislature, including Research Analyst and Legislative Director. Whalen holds a Master's in Public Affairs and is currently enrolled in the Public Policy PhD program and at UMASS-Boston's McCormack Graduate School.

B. PROPOSED WORK PLAN AND REQUIRED SERVICES

This section of the proposal provides the Center project team's understanding of the background and requirements of this project, and the team's approaches to conducting this study.

1. SUMMARY OF THE SCOPE OF SERVICES TO BE UNDERTAKEN

Wellfleet is a town with a population of 2,750 (2010 Census) with 35.4 square miles of land area and an operating budget of approximately $16.8 million (FY2017). Each year, the Town capital improvement plan (CIP), in compliance with Charter requirements. However, the Town is seeking assistance in enhancing the CIP including its appearance and comprehensiveness. The Town currently has a complex process to develop and adopt its capital plan, including preparing the plan approximately one year in advance of implementation. As a result, the Town is also seeking recommendations on the process for updating and maintaining the plan going forward. The Town operates a small potable water system, but does not provide sanitary sewage treatment.

- Meet with the Town project liaison(s) to solidify the team's understanding of project objectives, meeting and project schedules, and location of data sources.
- Meet with department officials to describe CIP process and Capital Improvement Request Forms.
- In collaboration with the project liaison, finalize criteria that will guide the prioritization of proposed capital improvements.
- Review capital projects proposed by Town staff through the agreed-upon prioritization framework.
- Work with Town officials to determine the amount of capital investment to be made each year of the five year plan by funding type.
- Generate a preliminary list of projects for inclusion in the plan for review by the Town Administrator, the Board of Selectmen, and the Finance Committee. Following receipt of feedback, the project listing will be finalized.
- Summarize the above in a draft Capital Improvement Plan. The five year plan will summarize the process followed, identify the different types of funding available and highlight key financial information, and will identify the proposed projects including proposed funding source(s) and implementation year.
- Make recommendations on a CIP process for the Town going forward.

2. PROPOSED WORK APPROACH

The following pages provide the team's proposed approach to conducting the project for the Town of Wellfleet.

Task 1 Hold Kick-Off Meeting

The Center project team will initially meet with the Town Administrator, the Town Accountant, Town Assessor, Town Collector, and Town Treasurer to review project objectives, discuss the process to be followed, and to identify project liaison(s). This meeting will also be used to finalize milestones and schedules for completion of the project, and to identify departments in need of one-on-one assistance in the preparation of their capital project requests.

Task 2 Administer the Capital Improvement Project Request Form

The Town will identify municipal and school department directors/managers, and representatives of the following bodies: Bike & Walkways Committee, Herring River Restoration Committee, Marina Advisory Committee, Mayo Creek Restoration Committee, Open Space Committee, and Water Enterprise Fund, who will be responsible for identifying the capital needs of their respective departments/commissions. The project team will meet with the directors/managers and commission representatives to explain the capital planning process and their role in the process. Each will be provided with an electronic copy of the Capital Request Form that they will use to describe the capital project(s) they propose, their location(s), timing, cost, and justification. These will be submitted to the project team by a prescribed deadline. The project team will be available to provide one-on-one assistance in preparing the forms for up to two departments identified by the Town, but all others will be expected to complete them on their own

Task 3 Prioritize Proposed Capital Improvement Projects

The project team will use a series of established criteria for prioritizing capital improvement that can be modified to meet Wellfleet's unique needs. Standard criteria are designed to capture best practices in capital investment and take into account aspects such as:

- Reasonable useful life of the proposed investment ;
- Whether proposed project improves the efficiency/effectiveness of the local government, improves/expands services, reduces a potential threat to operations or legal liability;
- Potential impact on the general fund budget, e.g., a positive impact through increased revenues or reduced costs or a negative impact via increased expenses;
- Availability of outside grant funds.

In addition, projects will be evaluated to determine if they contribute toward meeting the Town's policy goals in areas such as public safety, public health, economic development, etc. Discussion will be held with the project liaison(s) to determine the policy areas to be considered and their relative weight. Once all of the policy criteria have been finalized, the Center will use the criteria to give a score tor each proposed project.

Task 4 Develop Capital Investment Budget

The project team will work with Town officials to develop a proposed budget for capital investment each year of the five-year plan by funding source. The project team will work with the Town Accountant,

Town Assessor, Town Collector, and Town Treasurer, the Town's financial advisor, and bond counsel to review current and future year budget and debt projections, history of new growth, stabilization fund balances, free cash, etc. to determine what resources might be made available over the five years for investment in capital projects, either via debt or "pay as you go". If adequate resources are not available within the operating budget and a debt exclusion will be required, the project team can develop various scenarios to help local officials determine the level of debt exclusion they are willing to consider. However, ultimately, the project liaison(s) or other local officials will need to make a determination of the funding expectations to be incorporated into the five year plan.

Task 5 Develop the Five-Year Capital Improvement Plan

Once the above work tasks have been completed, the project team will develop a preliminary list of projects for inclusion in the five-year CIP by funding source. This prioritized listing will be refined over the course of up to three meetings with identified project liaison(s). The final project listing will be used in the draft capital plan. The draft plan will include a description of the process taken by the project team in developing the five-year CIP, as well as an explanation of the criteria by which each project was evaluated. Once the draft CIP has been submitted to the Town and feedback received, the project team will prepare a copy for submission to the Board of Selectmen. Project team representatives will be available for one (1) public meeting during the review process.

The Town will be provided with an electronic (Word) version of the plan and an electronic copy (Excel) of the master database of proposed projects, including those projects that were not included in the plan or were otherwise modified. This will provide a foundation for the Town as it embarks upon preparation of its next five-year CIP.

Product(s): The products of Tasks 1-5 will be: 1) A master spreadsheet listing all identified capital projects including year requested, departmental priority, and project score, among other fields; 2) A recommended five year Capital Improvement Plan (CIP) ready for submission to the Board of Selectmen and the Finance Committee. This will be provided as a Word document.

Task 6 Prepare Capital Improvement Plan Process Recommendations

In the course of meeting with department heads, members of the Finance Committee, the Town Administrator, and others, the project team will discuss the Town's existing CIP process to ascertain its strengths and weaknesses. The project team will also review all existing policies and bylaws as they relate to the development of the capital improvement plan. The Center will document the varying processes used in other communities and that are best practices in the fields and will recommend an alternative for the Town of Wellfleet.

Product(s): The products of Task 6 will include: a) a written process recommendation, including the identification of charter or other provisions in need of amendment to facilitate implementation of the new process; and, b) an internal CIP development schedule for use by Town staff to ensure timely preparation of CIPs under the proposed process.

<u>Town Responsibilities</u>

Town and School Department expertise and time shall be required to make the CIP planning process a success. Town and School Department responsibilities during the CIP process include, but are not limited

to:

- Town and School Department staff shall prepare thorough project descriptions and justifications for each proposed project and shall capture this information in the CIP Project Request Form. Forms shall be submitted in a timely manner.
- Where one-on-one assistance by the project team is needed to complete the CIP Project Request Form, department(s) shall make knowledgeable staff available for extended meetings to provide information on proposed capital improvement projects.
- Town financial staff shall be forthcoming with information and shall provide it in a timely manner upon request of the project team. The project team shall be authorized to confer with and gather information from the Town's financial advisor and bond counsel.
- The Town shall provide electronic copies of any recent (5 years or less) technical studies into infrastructure systems, e.g., water, sewer, stormwater, roads, etc. and shall make engineering consultants currently onboard available to respond to questions by the project team.
- The DPW director shall provide the project team with relevant information needed to prepare a written overview of the Town's infrastructure for inclusion in the CIP and shall review a draft of the overview to ensure the information reported is correct.
- The Town Administrator and project liaisons will work collaboratively with the project team to establish a five year spending plan and a project listing within the timeframes identified in Section C. Project Schedule.

C. PROJECT SCHEDULE

The chart below shows the proposed time schedule for accomplishing each of the tasks associated with the project work plan for the study. The Center has assumed a start date of September 6, 2016 and is proposing a timeline that provide a draft plan for review in the fall of 2016.

PROPOSED PROJECT SCHEDULE – WELLFLEET CIP						
	2016				2017	
Activity	Sept	Oct	Nov	Dec	Jan	Feb
Kick off meeting	X					
Meet with department directors	X					
Receive Capital Project Request Forms from depts.		X				
Finalize rating criteria		X				
Review and evaluate request forms		X				
Review financial data to determine resource availability		X	X			
Finalize five-year spending plan				X		
Review preliminary list of projects and prepare final list				X	X	
Prepare initial draft of plan					X	
Prepare public review draft of plan						X
Prepare CIP process recommend					X	X
Presentation at Public Meeting						X

D. PROJECT COST

The Collins Center proposes to complete the scope of services described in Tasks 1-6 above for $30,000, including travel and other necessary and proper administrative costs that are advanced by the Collins Center. Payment in the amount of $15,000 shall be due upon completion of Task 2 – Administer the Capital Improvement Project Request Form; and $15,000 shall be due upon submission of a draft CIP to the Board of Selectmen. Unless there are special circumstances, the Center expects to receive payment within 30 days of the statement date.

Attendance at any additional public meetings beyond those described in the scope of work will be billed at a time and expense basis not to exceed $300/meeting.

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

This form is jointly issued and published by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors may not require any additional agreements, engagement letters, contract forms or other additional terms as part of this Contract without prior Department approval. Click on hyperlinks for definitions, instructions and legal requirements that are incorporated by reference into this Contract. An electronic copy of this form is available at www.mass.gov/osc under Guidance For Vendors - Forms or www.mass.gov/osd under OSD Forms.

CONTRACTOR LEGAL NAME: Town of Wellfleet **(and d/b/a):**	**COMMONWEALTH DEPARTMENT NAME:** Executive Office for Administration and Finance **MMARS Department Code:** ANF
Legal Address: (W-9, W-4,T&C): 300 Main Street, Wellfleet, MA 02667	**Business Mailing Address:**
Contract Manager: Harry Sarkis Terkanian, Town Administrator	**Billing Address** (if different):
E-Mail: harry.terkanian@wellfleet-ma.gov	**Contract Manager:** Pam Kocher
Phone: (508) 349-0300 **Fax:**	**E-Mail:** kocherp@dor.state.ma.us
Contractor Vendor Code: VC6000192030	**Phone:** 617-626-2345 **Fax:**
Vendor Code Address ID (e.g. "AD001"): AD001, (Note: The Address Id Must be set up for EFT payments.)	**MMARS Doc ID(s):** **RFR/Procurement or Other ID Number:**

X NEW CONTRACT **PROCUREMENT OR EXCEPTION TYPE:** (Check one option only) __ Statewide Contract (OSD or an OSD-designated Department) __ Collective Purchase (Attach OSD approval, scope, budget) X Department Procurement (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) __ Emergency Contract (Attach justification for emergency, scope, budget) __ Contract Employee (Attach Employment Status Form, scope, budget) __ Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget)	**___ CONTRACT AMENDMENT** Enter Current Contract End Date *Prior* to Amendment: ____, 20___. Enter Amendment Amount: $ _____. (or "no change") **AMENDMENT TYPE:** (Check one option only. Attach details of Amendment changes.) __ Amendment to Scope or Budget (Attach updated scope and budget) __ Interim Contract (Attach justification for Interim Contract and updated scope/budget) __ Contract Employee (Attach any updates to scope or budget) __ Legislative/Legal or Other: (Attach authorizing language/justification and updated scope and budget)

The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract.

X Commonwealth Terms and Conditions __ Commonwealth Terms and Conditions For Human and Social Services

COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00.

__ Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)

X Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or *new* Total if Contract is being amended). $ 30,000.

PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days __% PPD; Payment issued within 15 days __ % PPD; Payment issued within 20 days __ % PPD; Payment issued within 30 days __% PPD. If PPD percentages are left blank, identify reason: X agree to standard 45 day cycle __ statutory/legal or Ready Payments (G.L. c. 29, § 23A); __ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) Community Compact Grant: This award is being made through the Community Compact Grant Program, authorized by Chapter 46 of the Acts of 2015, Section 2, Item 1599-0026, to the Town of Wellfleet for a capital improvement plan and process.

ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:

X 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date.

__ 2. may be incurred as of _____, 20___, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date.

__ 3. were incurred as of _____, 20___, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.

CONTRACT END DATE: Contract performance shall terminate as of June 30, 2017, with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.

CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached Contractor Certifications (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form including the Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: H. S. T. Date: 6/16/16 (Signature and Date Must Be Handwritten At Time of Signature) Print Name: HARRY SARKIS TERKANIAN Print Title: TOWN ADMINISTRATOR	**AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:** X: _____ Date: 6/16/16 (Signature and Date Must Be Handwritten At Time of Signature) Print Name: Sean Cronin Print Title: DOR Senior Deputy Commissioner for Local Services

INSTRUCTIONS AND CONTRACTOR CERTIFICATIONS

The following instructions and terms are incorporated by reference and apply to this Standard Contract Form. Text that appears underlined indicates a "hyperlink" to an internet or bookmarked site and are unofficial versions of these documents and Departments and Contractors should consult with their legal counsel to ensure compliance with all legal requirements. Using the Web Toolbar will make navigation between the form and the hyperlinks easier. Please note that not all applicable laws have been cited.

CONTRACTOR LEGAL NAME (AND D/B/A): Enter the **Full Legal Name** of the Contractor's business as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) and the applicable Commonwealth Terms and Conditions If Contractor also has a "doing business as" (d/b/a) name, BOTH the legal name and the "d/b/a" name must appear in this section.

Contractor Legal Address: Enter the Legal Address of the Contractor as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) and the applicable Commonwealth Terms and Conditions, which must match the legal address on the 1099I table in MMARS (or the Legal Address in HR/CMS for Contract Employee).

Contractor Contract Manager: Enter the authorized Contract Manager who will be responsible for managing the Contract. The Contract Manager should be an Authorized Signatory or, at a minimum, a person designated by the Contractor to represent the Contractor, receive legal notices and negotiate ongoing Contract issues. The Contract Manager is considered "Key Personnel" and may not be changed without the prior written approval of the Department. If the Contract is posted on COMMBUYS, the name of the Contract Manager must be included in the Contract on COMMBUYS.

Contractor E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Contractor Contract Manager. This information must be kept current by the Contractor to ensure that the Department can contact the Contractor and provide any required legal notices. Notice received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any written legal notice requirements.

Contractor Vendor Code: The Department must enter the MMARS Vendor Code assigned by the Commonwealth. If a Vendor Code has not yet been assigned, leave this space blank and the Department will complete this section when a Vendor Code has been assigned. The Department is responsible under the Vendor File and W-9s Policy for verifying with authorized signatories of the Contractor, as part of contract execution, that the legal name, address and Federal Tax Identification Number (TIN) in the Contract documents match the state accounting system.

Vendor Code Address ID: (e.g., "AD001") The Department must enter the MMARS Vendor Code Address Id identifying the payment remittance address for Contract payments, which MUST be set up for EFT payments PRIOR to the first payment under the Contract in accordance with the Bill Paying and Vendor File and W-9 policies.

COMMONWEALTH DEPARTMENT NAME: Enter the full Department name with the authority to obligate funds encumbered for the Contract.

Commonwealth MMARS Alpha Department Code: Enter the three (3) letter MMARS Code assigned to this Commonwealth Department in the state accounting system.

Department Business Mailing Address: Enter the address where all formal correspondence to the Department must be sent. Unless otherwise specified in the Contract, legal notice sent or received by the Department's Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address for the Contract Manager will meet any requirements for legal notice.

Department Billing Address: Enter the Billing Address or email address if invoices must be sent to a different location. Billing or confirmation of delivery of performance issues should be resolved through the listed Contract Managers.

Department Contract Manager: Identify the authorized Contract Manager who will be responsible for managing the Contract, who should be an authorized signatory or an employee designated by the Department to represent the Department to receive legal notices and negotiate ongoing Contract issues.

Department E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Department Contract Manager. Unless otherwise specified in the Contract, legal notice sent or received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any requirements for written notice under the Contract.

MMARS Document ID(s): Enter the MMARS 20 character encumbrance transaction number associated with this Contract which must remain the same for the life of the Contract. If multiple numbers exist for this Contract, identify all Doc Ids.

RFR/Procurement or Other ID Number or Name: Enter the Request for Response (RFR) or other Procurement Reference number, Contract ID Number or other reference/tracking number for this Contract or Amendment and will be entered into the Board Award Field in the MMARS encumbrance transaction for this Contract.

NEW CONTRACTS (left side of Form):

Complete this section ONLY if this Contract is brand new. (Complete the CONTRACT AMENDMENT section for any material changes to an existing or an expired Contract, and for exercising options to renew or annual contracts under a multi-year procurement or grant program.)

PROCUREMENT OR EXCEPTION TYPE: Check the appropriate type of procurement or exception for this Contract. Only one option can be selected. See State Finance Law and General Requirements, Acquisition Policy and Fixed Assets, the Commodities and Services Policy and the Procurement Information Center (Department Contract Guidance) for details.

Statewide Contract (OSD or an OSD-designated Department). Check this option for a Statewide Contract under OSD, or by an OSD-designated Department.

Collective Purchase approved by OSD. Check this option for Contracts approved by OSD for collective purchases through federal, state, local government or other entities.

Department Contract Procurement. Check this option for a Department procurement including state grants and federal sub-grants under 815 CMR 2.00 and State Grants and Federal Subgrants Policy, Departmental Master Agreements (MA). If multi-Department user Contract, identify multi-Department use is allowable in Brief Description.

Emergency Contract. Check this option when the Department has determined that an unforeseen crisis or incident has arisen which requires or mandates immediate purchases to avoid substantial harm to the functioning of government or the provision of necessary or mandated services or whenever the health, welfare or safety of clients or other persons or serious damage to property is threatened.

Contract Employee. Check this option when the Department requires the performance of an Individual Contractor, and when the planned Contract performance with an individual has been classified using the Employment Status Form (prior to the Contractor's selection) as work of a Contract Employee and not that of an Independent Contractor.

Legislative/Legal or Other. Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Supporting documentation must be attached to explain and justify the exemption.

CONTRACT AMENDMENT (Right Side of Form)

Complete this section for any Contract being renewed, amended or to continue a lapsed Contract. All Contracts with available options to renew must be amended referencing the original procurement and Contract doc ids, since all continuing contracts must be maintained in the same Contract file (even if the underlying appropriation changes each fiscal year.) "See Amendments, Suspensions, and Termination Policy.)

Enter Current Contract End Date: Enter the termination date of the Current Contract being amended, even if this date has already passed. (Note: Current Start Date is not requested since this date does not change and is already recorded in MMARS.)

Enter Amendment Amount: Enter the amount of the Amendment increase or decrease to a Maximum Obligation Contract. Enter "no change" for Rate Contracts or if no change.

AMENDMENT TYPE: Identify the type of Amendment being done. Documentation supporting the updates to performance and budget must be attached. **Amendment to Scope or Budget.** Check this option when renewing a Contract or executing any Amendment ("material change" in Contract terms) even if the Contract has lapsed. The parties may negotiate a change in any element of Contract performance or cost identified in the RFR or the Contractor's response which results in lower costs, or a more cost-effective or better value performance than was presented in the original selected response, provided the negotiation results in a better value within the scope of the RFR than what was proposed by the Contractor in the original selected response. Any "material" change in the Contract terms must be memorialized in a formal Amendment even if a corresponding MMARS transaction is not needed to support the change. Additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

Interim Contracts. Check this option for an Interim Contract to prevent a lapse of Contract performance whenever an existing Contract is being re-procured but the new procurement has not been completed, to bridge the gap during implementation between an expiring and a new procurement, or to contract with an Interim Contractor when a current Contractor is unable to complete full performance under a Contract.

Contract Employee. Check this option when the Department requires a renewal or other amendment to the performance of a Contract Employee.

Legislative/Legal or Other. Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Attach supporting documentation to explain and justify the exemption and whether Contractor selection has been publicly

posted.

COMMONWEALTH TERMS AND CONDITIONS

Identify which Commonwealth Terms and Conditions the Contractor has executed and is incorporated by reference into this Contract. This Form is signed only once and recorded on the Vendor Customer File (VCUST). See Vendor File and W-9s Policy.

COMPENSATION

Identify if the Contract is a Rate Contract (with no stated Maximum Obligation) or a Maximum Obligation Contract (with a stated Maximum Obligation) and identify the Maximum Obligation. If the Contract is being amended, enter the new Maximum Obligation based upon the increase or decreasing Amendment. The Total Maximum Obligation must reflect the total funding for the dates of service under the contract, including the Amendment amount if the Contract is being amended. The Maximum Obligation must match the MMARS encumbrance. Funding and allotments must be verified as available and encumbered prior to incurring obligations. If a Contract includes both a Maximum Obligation component and Rate Contract component, check off both, specific Maximum Obligation amounts or amended amounts and Attachments must clearly outline the Contract breakdown to match the encumbrance.

PAYMENTS AND PROMPT PAY DISCOUNTS

Payments are processed within a 45 day payment cycle through EFT in accordance with the Commonwealth Bill Paying Policy for investment and cash flow purposes. Departments may NOT negotiate accelerated payments and Payees are NOT entitled to accelerated payments UNLESS a prompt payment discount (PPD) is provided to support the Commonwealth's loss of investment earnings for this earlier payment, or unless a payments is legally mandated to be made in less than 45 days (e.g., construction contracts, Ready Payments under G.L. c. 29, s. 23A). See Prompt Pay Discounts Policy. PPD are identified as a percentage discount which will be automatically deducted when an accelerated payment is made. Reduced contracts rates may not be negotiated to replace a PPD. If PPD fields are left blank please identify that the Contractor agrees to the standard 45 day cycle; a statutory/legal exemption such as Ready Payments (G.L. c. 29, § 23A); or only an initial accelerated payment for reimbursements or start up costs for a grant, with subsequent payments scheduled to support standard EFT 45 day payment cycle. Financial hardship is not a sufficient justification to accelerate cash flow for *all* payments under a Contract. Initial grant or contract payments may be accelerated for the *first* invoice or initial grant installment, but subsequent periodic installments or invoice payments should be scheduled to support the Payee cash flow needs and the standard 45 day EFT payment cycle in accordance with the Bill Paying Policy. Any accelerated payment that does not provide for a PPD must have a legal justification in Contract file for audit purposes explaining why accelerated payments were allowable without a PPD.

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

Enter a brief description of the Contract performance, project name and/or other identifying information for the Contract to specifically identify the Contract performance, match the Contract with attachments, determine the appropriate expenditure code (as listed in the Expenditure Classification Handbook) or to identify or clarify important information related to the Contract such as the Fiscal Year(s) of performance (ex. "FY2012" or "FY2012-14"). Identify settlements or other exceptions and attach more detailed justification and supporting documents. Enter "Multi-Department Use" if other Departments can access procurement. For Amendments, identify the purpose and what items are being amended. Merely stating "see attached" or referencing attachments without a narrative description of performance is insufficient.

ANTICIPATED START DATE

The Department and Contractor must certify WHEN obligations under this Contract/Amendment may be incurred. Option 1 is the default option when performance may begin as of the Effective Date (latest signature date and any required approvals). If the parties want a new Contract or renewal to begin as of the upcoming fiscal year then list the fiscal year(s) (ex. "FY2012" or "FY2012-14") in the Brief Description section. Performance starts and encumbrances reflect the default Effective Date (if no FY is listed) or the later FY start date (if a FY is listed). Use Option 2 only when the Contract will be signed well in advance of the start date and identify a specific future start date. Do not use Option 2 for a fiscal year start unless it is certain that the Contract will be signed prior to fiscal year. Option 3 is used in lieu of the Settlement and Release Form when the Contract/Amendment is signed late, and obligations have already been incurred by the Contractor prior to the Effective Date for which the Department has either requested, accepted or deemed legally eligible for reimbursement, and the Contract includes supporting documents justifying the performance or proof of eligibility, and approximate costs. Any obligations incurred outside the scope of the Effective Date under any Option listed, even if the incorrect Option is selected, shall be automatically deemed a settlement included under the terms of the Contract and upon payment to the Contractor will release the Commonwealth from further obligations for the identified performance. All settlement payments require justification and must be under same encumbrance and object codes as the Contract payments. Performance dates are subject to G.L. c.4, § 9.

CONTRACT END DATE

The Department must enter the date that Contract performance will terminate. If the Contract is being amended and the Contract End Date is not changing, this date must be re-entered again here. A Contract must be signed for at least the initial duration but not longer than the period of procurement listed in the RFR, or other solicitation document (if applicable). No new performance is allowable beyond the end date without an amendment, but the Department may allow a Contractor to complete minimal close out performance obligations if substantial performance has been made prior to the termination date of the Contract and prior to the end of the fiscal year in which payments are appropriated, provided that any close out performance is subject to appropriation and funding limits under state finance law, and CTR may adjust encumbrances and payments in the state accounting system to enable final close out payments. Performance dates are subject to G.L. c.4, § 9.

CERTIFICATIONS AND EXECUTION

See Department Head Signature Authorization Policy and the Contractor Authorized Signatory Listing for policies on Contractor and Department signatures.

Authorizing Signature for Contractor/Date: The Authorized Contractor Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "Anticipated Contract Start Date". Acceptance of payment by the Contractor shall waive any right of the Contractor to claim the Contract/Amendment is not valid and the Contractor may not void the Contract. Rubber stamps, typed or other images are not acceptable. Proof of Contractor signature authorization on a Contractor Authorized Signatory Listing may be required by the Department if not already on file.

Contractor Name /Title: The Contractor Authorized Signatory's name and title must appear legibly as it appears on the Contractor Authorized Signatory Listing.

Authorizing Signature For Commonwealth/Date: The Authorized Department Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "Anticipated Start Date". Rubber stamps, typed or other images are not accepted. The Authorized Signatory must be an employee within the Department legally responsible for the Contract. See Department Head Signature Authorization. The Department must have the legislative funding appropriated for all the costs of this Contract or funding allocated under an approved Interdepartmental Service Agreement (ISA). A Department may not contract for performance to be delivered to or by another state department without specific legislative authorization (unless this Contract is a Statewide Contract). For Contracts requiring Secretariat signoff, evidence of Secretariat signoff must be included in the Contract file.

Department Name /Title: Enter the Authorized Signatory's name and title legibly.

CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified, subject to any required approvals. The Contractor makes all certifications required under this Contract under the pains and penalties of perjury, and agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein:

Commonwealth and Contractor Ownership Rights. The Contractor certifies and agrees that the Commonwealth is entitled to ownership and possession of all "deliverables" purchased or developed with Contract funds. A Department may not relinquish Commonwealth rights to deliverables nor may Contractors sell products developed with Commonwealth resources without just compensation. The Contract should detail all Commonwealth deliverables and ownership rights and any Contractor proprietary rights.

Qualifications. The Contractor certifies it is qualified and shall at all times remain qualified to perform this Contract; that performance shall be timely and meet or exceed industry standards for the performance required, including obtaining requisite licenses, registrations, permits, resources for performance, and sufficient professional, liability; and other appropriate insurance to cover the performance. If the Contractor is a business, the Contractor certifies that it is listed under the Secretary of State's website as licensed to do business in Massachusetts, as required by law.

Business Ethics and Fraud, Waste and Abuse Prevention. The Contractor certifies that performance under this Contract, in addition to meeting the terms of the Contract, will be made using ethical business standards and good stewardship of taxpayer and other public funding and resources to prevent fraud, waste and abuse.

Collusion. The Contractor certifies that this Contract has been offered in good faith and without collusion, fraud or unfair trade practices with any other person, that any actions to avoid or frustrate fair and open competition are prohibited by law, and shall be grounds for rejection or disqualification of a Response or termination of this Contract.

Public Records and Access The Contractor shall provide full access to records related to performance and compliance to the Department and officials listed under Executive Order 195 and G.L. c. 11, s.12 seven (7) years beginning on the first day after the final payment

under this Contract or such longer period necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Contractor can not claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor's own expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under 950 C.M.R. 32.00.

Debarment. The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the federal or state government under any law or regulation including, Executive Order 147; G.L. c. 29, s. 29F G.L. c.30, § 39R, G.L. c.149, § 27C, G.L. c.149, § 44C, G.L. c.149, § 148B and G.L. c. 152, s. 25C.

Applicable Laws. The Contractor shall comply with all applicable state laws and regulations including but not limited to the applicable Massachusetts General Laws; the Official Code of Massachusetts Regulations; Code of Massachusetts Regulations (unofficial); 801 CMR 21.00 (Procurement of Commodity and Service Procurements, including Human and Social Services); 815 CMR 2.00 (Grants and Subsidies); 808 CMR 1.00 (Compliance, Reporting and Auditing for Human And Social Services); AICPA Standards; confidentiality of Department records under G.L. c. 66A; and the Massachusetts Constitution Article XVIII if applicable.

Invoices. The Contractor must submit invoices in accordance with the terms of the Contract and the Commonwealth Bill Paying Policy. Contractors must be able to reconcile and properly attribute concurrent payments from multiple Departments. Final invoices in any fiscal year must be submitted no later than August 15th for performance made and received (goods delivered, services completed) prior to June 30th, in order to make payment for that performance prior to the close of the fiscal year to prevent reversion of appropriated funds. Failure to submit timely invoices by August 15th or other date listed in the Contract shall authorize the Department to issue an estimated payment based upon the Department's determination of performance delivered and accepted. The Contractor's acceptance of this estimated payment releases the Commonwealth from further claims for these invoices. If budgetary funds revert due to the Contractor's failure to submit timely final invoices, or for disputing an estimated payment, the Department may deduct a penalty up to 10% from any final payment in the next fiscal year for failure to submit timely invoices.

Payments Subject To Appropriation. Pursuant to G.L. c. 29 § 26, § 27 and § 29, Departments are required to expend funds only for the purposes set forth by the Legislature and within the funding limits established through appropriation, allotment and subsidiary, including mandated allotment reductions triggered by G.L. c. 29, § 9C. A Department cannot authorize or accept performance in excess of an existing appropriation and allotment, or sufficient non-appropriated available funds. Any oral or written representations, commitments, or assurances made by the Department or any other Commonwealth representative are not binding. The Commonwealth has no legal obligation to compensate a Contractor for performance that is not requested and is intentionally delivered by a Contractor outside the scope of a Contract. Contractors should verify funding prior to beginning performance.

Intercept. Contractors may be registered as Customers in the Vendor file if the Contractor owes a Commonwealth debt. Unresolved and undisputed debts, and overpayments of Contract payments that are not reimbursed timely shall be subject to intercept pursuant to G.L. c. 7A, s. 3 and 815 CMR 9.00. Contract overpayments will be subject to immediate intercept or payment offset. The Contractor may not penalize any state Department or assess late fees, cancel a Contract or other services if amounts are intercepted or offset due to recoupment of an overpayment, outstanding taxes, child support, other overdue debts or Contract overpayments.

Tax Law Compliance. The Contractor certifies under the pains and penalties of perjury tax compliance with Federal tax laws; state tax laws including but not limited to G.L. c. 62C, G.L. c. 62C, s. 49A; compliance with all state tax laws, reporting of employees and contractors, withholding and remitting of tax withholdings and child support and is in good standing with respect to all state taxes and returns due; reporting of employees and contractors under G.L. c. 62E, withholding and remitting child support including G.L. c. 119A, s. 12; TIR 05-11; New Independent Contractor Provisions and applicable TIRs.

Bankruptcy, Judgments, Potential Structural Changes, Pending Legal Matters and Conflicts. The Contractor certifies it has not been in bankruptcy and/or receivership within the last three calendar years, and the Contractor certifies that it will immediately notify the Department in writing **at least 45 days prior to** filing for bankruptcy and/or receivership, any potential structural change in its organization, or if there is any risk to the solvency of the Contractor that may impact the Contractor's ability to timely fulfill the terms of this Contract or Amendment. The Contractor certifies that at any time during the period of the Contract the Contractor is required to affirmatively disclose in writing to the Department Contract Manager the details of any judgment, criminal conviction, investigation or litigation pending against the Contractor or any of its officers, directors, employees, agents, or subcontractors, including any potential conflicts of interest of which the Contractor has knowledge, or learns of during the Contract term. Law firms or Attorneys providing legal services are required to identify any potential conflict with representation of any Department client in accordance with Massachusetts Board of Bar Overseers (BBO) rules.

Federal Anti-Lobbying and Other Federal Requirements. If receiving federal funds, the Contractor certifies compliance with federal anti-lobbying requirements including 31 USC 1352; other federal requirements; Executive Order 11246; Air Pollution Act; Federal Water Pollution Control Act and Federal Employment Laws.

Protection of Personal Data and Information. The Contractor certifies that all steps will be taken to ensure the security and confidentiality of all Commonwealth data for which the Contractor becomes a holder, either as part of performance or inadvertently during performance, with special attention to restricting access, use and disbursement of personal data and information under G.L. c. 93H and c. 66A and Executive Order 504. The Contractor is required to comply with G.L. c. 93I for the proper disposal of all paper and electronic media, backups or systems containing personal data and information, provided further that the Contractor is required to ensure that any personal data or information transmitted electronically or through a portable device be properly encrypted using (at a minimum) Information Technology Division (ITD) Protection of Sensitive Information, provided further that any Contractor having access to credit card or banking information of Commonwealth customers certifies that the Contractor is PCI compliant in accordance with the Payment Card Industry Council Standards and shall provide confirmation compliance during the Contract, provide further that the Contractor shall immediately notify the Department in the event of any security breach including the unauthorized access, disbursement, use or disposal of personal data or information, and in the event of a security breach, the Contractor shall cooperate fully with the Commonwealth and provide access to any information necessary for the Commonwealth to respond to the security breach and shall be fully responsible for any damages associated with the Contractor's breach including but not limited to G.L. c. 214, s. 3B.

Corporate and Business Filings and Reports. The Contractor certifies compliance with any certification, filing, reporting and service of process requirements of the Secretary of the Commonwealth, the Office of the Attorney General or other Departments as related to its conduct of business in the Commonwealth; and with its incorporating state (or foreign entity).

Employer Requirements. Contractors that are employers certify compliance with applicable state and federal employment laws or regulations, including but not limited to G.L. c. 5, s. 1 (Prevailing Wages for Printing and Distribution of Public Documents); G.L. c. 7, s. 22 (Prevailing Wages for Contracts for Meat Products and Clothing and Apparel); minimum wages and prevailing wage programs and payments; unemployment insurance and contributions; workers' compensation and insurance, child labor laws, AGO fair labor practices; G.L. c. 149 (Labor and Industries); G.L. c. 150A (Labor Relations); G.L. c. 151 and 455 CMR 2.00 (Minimum Fair Wages); G.L. c. 151A (Employment and Training); G. L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); G.L. c. 152 (Workers' Compensation); G.L. c.153 (Liability for Injuries); 29 USC c. 8 (Federal Fair Labor Standards); 29 USC c. 28 and the Federal Family and Medical Leave Act.

Federal And State Laws And Regulations Prohibiting Discrimination including but not limited to the Federal Equal Employment Opportunity (EEO) Laws the Americans with Disabilities Act.; 42 U.S.C Sec. 12,101, et seq., the Rehabilitation Act, 29 USC c. 16 s. 794; 29 USC c. 16, s. 701; 29 USC c. 14, 623; the 42 USC c. 45; (Federal Fair Housing Act); G. L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); the Public Accommodations Law G.L. c. 272, s. 92A; G.L. c. 272, s. 98 and 98A, Massachusetts Constitution Article CXIV and G.L. c. 93, s. 103; 47 USC c. 5, sc. II, Part II, s. 255 (Telecommunication Act; Chapter 149, Section 105D, G.L. c. 151C, G.L. c. 272, Section 92A, Section 98 and Section 98A, and G.L. c. 111, Section 199A, and Massachusetts Disability-Based Non-Discrimination Standards For Executive Branch Entities, and related Standards and Guidance, authorized under Massachusetts Executive Order or any disability-based protection arising from state or federal law or precedent. See also MCAD and MCAD links and Resources.

Small Business Purchasing Program (SBPP). A Contractor may be eligible to participate in the SBPP, created pursuant to Executive Order 523, if qualified through the SBPP COMMBUYS subscription process at: www.commbuys.com and with acceptance of the terms of the SBPP participation agreement.

Limitation of Liability for Information Technology Contracts (and other Contracts as Authorized). The Information Technology Mandatory Specifications and the IT Acquisition Accessibility Contract Language are incorporated by reference into Information Technology Contracts. The following language will apply to Information Technology contracts in the U01, U02, U03, U04, U05, U06, U07, U08, U09, U10, U75, U98 object codes in the Expenditure Classification Handbook or other Contracts as approved by CTR or OSD. Pursuant to Section 11. Indemnification of the Commonwealth Terms and Conditions, the term "other damages" shall include, but shall not be limited to, the reasonable costs the Commonwealth incurs to repair, return, replace or seek cover (purchase of comparable substitute commodities and services) under a Contract. "Other damages" shall not include damages to the Commonwealth as a result of third party claims, provided, however, that the foregoing in no way limits the Commonwealth's right of recovery for personal injury or property damages or patent and copyright infringement under Section 11 nor the Commonwealth's ability to join the contractor as a third party defendant. Further, the term

"other damages" shall not include, and in no event shall the contractor be liable for, damages for the Commonwealth's use of contractor provided products or services, loss of Commonwealth records, or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth. In no event shall "other damages" exceed the greater of $100,000, or two times the value of the product or service (as defined in the Contract scope of work) that is the subject of the claim. Section 11 sets forth the contractor's entire liability under a Contract. Nothing in this section shall limit the Commonwealth's ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specifically reference Section 11 of the Commonwealth Terms and Conditions. In the event the limitation of liability conflicts with accounting standards which mandate that there can be no cap of damages, the limitation shall be considered waived for that audit engagement. These terms may be applied to other Contracts only with prior written confirmation from the Operational Services Division or the Office of the Comptroller. The terms in this Clarification may not be modified.

Northern Ireland Certification. Pursuant to G.L. c. 7 s. 22C for state agencies, state authorities, the House of Representatives or the state Senate, by signing this Contract the Contractor certifies that it does not employ ten or more employees in an office or other facility in Northern Ireland and if the Contractor employs ten or more employees in an office or other facility located in Northern Ireland the Contractor certifies that it does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief; and it promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination; and the Contractor is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

Pandemic, Disaster or Emergency Performance. In the event of a serious emergency, pandemic or disaster outside the control of the Department, the Department may negotiate emergency performance from the Contractor to address the immediate needs of the Commonwealth even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

Consultant Contractor Certifications (For Consultant Contracts "HH" and "NN" and "U05" object codes subject to G.L. Chapter 29, s. 29A). Contractors must make required disclosures as part of the RFR Response or using the Consultant Contractor Mandatory Submission Form.

Attorneys. Attorneys or firms providing legal services or representing Commonwealth Departments may be subject to G.L. c. 30, s. 65, and if providing litigation services must be approved by the Office of the Attorney General to appear on behalf of a Department, and shall have a continuing obligation to notify the Commonwealth of any conflicts of interest arising under the Contract.

Subcontractor Performance. The Contractor certifies full responsibility for Contract performance, including subcontractors, and that comparable Contract terms will be included in subcontracts, and that the Department will not be required to directly or indirectly manage subcontractors or have any payment obligations to subcontractors. .

EXECUTIVE ORDERS

For covered Executive state Departments, the Contractor certifies compliance with applicable Executive Orders (see also Massachusetts Executive Orders), including but not limited to the specific orders listed below. A breach during period of a Contract may be considered a material breach and subject Contractor to appropriate monetary or Contract sanctions.

Executive Order 481. Prohibiting the Use of Undocumented Workers on State Contracts. For all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, Departments, divisions, councils, bureaus, and offices, now existing and hereafter established, by signing this Contract the Contractor certifies under the pains and penalties of perjury that they shall not knowingly use undocumented workers in connection with the performance of this Contract; that, pursuant to federal requirements, shall verify the immigration status of workers assigned to a Contract without engaging in unlawful discrimination; and shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker

Executive Order 130. Anti-Boycott. The Contractor warrants, represents and agrees that during the time this Contract is in effect, neither it nor any affiliated company, as hereafter defined, participates in or cooperates with an international boycott (See IRC § 999(b)(3)-(4), and IRS Audit Guidelines Boycotts) or engages in conduct declared to be unlawful by G.L. c. 151E, s. 2. A breach in the warranty, representation, and agreement contained in this paragraph, without limiting such other rights as it may have, the Commonwealth shall be entitled to rescind this Contract. As used herein, an affiliated company shall be any business entity of which at least 51% of the ownership interests are directly or indirectly owned by the Contractor or by a person or persons or business entity or entities directly or indirectly owning at least 51% of the ownership interests of the Contractor, or which directly or indirectly owns at least 51% of the ownership interests of the Contractor.

Executive Order 346. Hiring of State Employees By State Contractors Contractor certifies compliance with both the conflict of interest law G.L. c. 268A specifically s. 5 (f) and this order; and includes limitations regarding the hiring of state employees by private companies contracting with the Commonwealth. A privatization contract shall be deemed to include a specific prohibition against the hiring at any time during the term of Contract, and for any position in the Contractor's company, any state management employee who is, was, or will be involved in the preparation of the RFP, the negotiations leading to the awarding of the Contract, the decision to award the Contract, and/or the supervision or oversight of performance under the Contract.

Executive Order 444. Disclosure of Family Relationships With Other State Employees. Each person applying for employment (including Contract work) within the Executive Branch under the Governor must disclose in writing the names of all immediate family related to immediate family by marriage who serve as employees or elected officials of the Commonwealth. All disclosures made by applicants hired by the Executive Branch under the Governor shall be made available for public inspection to the extent permissible by law by the official with whom such disclosure has been filed.

Executive Order 504. Regarding the Security and Confidentiality of Personal Information. For all Contracts involving the Contractor's access to personal information, as defined in G.L. c. 93H, and personal data, as defined in G.L. c. 66A, owned or controlled by Executive Department agencies, or access to agency systems containing such information or data (herein collectively "personal information"), Contractor certifies under the pains and penalties of perjury that the Contractor (1) has read Commonwealth of Massachusetts Executive Order 504 and agrees to protect any and all personal information; and (2) has reviewed all of the Commonwealth Information Technology Division's Security Policies. Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under this Contract, for all state agencies in the Executive Department, including all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall: (1) obtain a copy, review, and comply with the contracting agency's Information Security Program (ISP) and any pertinent security guidelines, standards, and policies; (2) comply with all of the Commonwealth of Massachusetts Information Technology Division's "Security Policies") (3) communicate and enforce the contracting agency's ISP and such Security Policies against all employees (whether such employees are direct or contracted) and subcontractors; (4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information to which the Contractor is given access by the contracting agency from the unauthorized access, destruction, use, modification, disclosure or loss; (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract, and any breach of these terms may be regarded as a material breach of this Contract; (6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information (collectively referred to as the "unauthorized use"): (a) immediately notify the contracting agency if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting agency to determine the scope of the unauthorized use; and (c) provide full cooperation and access to information necessary for the contracting agency and the Contractor to fulfill any notification requirements. Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth may exercise any and all contractual rights and remedies, including without limitation indemnification under Section 11 of the Commonwealth's Terms and Conditions, withholding of payments, Contract suspension, or termination. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including and without limitation, those imposed pursuant to G.L. c. 93H and under G.L. c. 214, § 3B for violations under M.G.L c. 66A.

Executive Orders 523, 524 and 526. Executive Order 526 (Order Regarding Non-Discrimination, Diversity, Equal Opportunity and Affirmative Action which supersedes Executive Order 478). Executive Order 524 (Establishing the Massachusetts Supplier Diversity Program which supersedes Executive Order 390). Executive Order 523 (Establishing the Massachusetts Small Business Purchasing Program.) All programs, activities, and services provided, performed, licensed, chartered, funded, regulated, or contracted for by the state shall be conducted without unlawful discrimination based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status (including Vietnam-era veterans), or background. The Contractor and any subcontractors may not engage in discriminatory employment practices; and the Contractor certifies compliance with applicable federal and state laws, rules, and regulations governing fair labor and employment practices; and the Contractor commits to purchase supplies and services from certified minority or women-owned businesses, small businesses, or businesses owned by socially or economically disadvantaged persons or persons with disabilities. These provisions shall be enforced through the contracting agency, OSD, and/or the Massachusetts Commission Against Discrimination. Any breach shall be regarded as a material breach of the contract that may subject the contractor to appropriate sanctions.

GRANT AGREEMENT

This Grant Agreement ("Agreement") is made by and between the Commonwealth of Massachusetts, acting by and through the Department of Revenue Senior Deputy Commissioner for Local Services on behalf of the Secretary of the Executive Office for Administration and Finance (EOAF) and the Town of Wellfleet ["Grantee"] acting through its Town Administrator.

PRELIMINARY STATEMENT

The Grantee desires to obtain funding from EOAF in the amount not to exceed $30,000 authorized under Chapter 46 of the Acts of 2015, Section 2, Item 1599-0026 ["Act"] Wellfleet for a capital improvement plan and process ["Project"].

EOAF agrees to make the funds ["EOAF Grant"] available to the Grantee for the Project, subject to the terms and conditions set forth in this Agreement and in compliance with all applicable state laws and regulations governing the disbursement and expenditure of state funds.

The Grantee shall exercise complete management and oversight responsibility of the Project and agrees that the Commonwealth's provision of state funding under this Agreement shall not in any way be construed as assuming responsibility or liability for the completed Project by the Commonwealth.

SECTION 1. PROJECT SCOPE

1.1 The scope of the Project to be funded under the EOAF Grant will include:

Task 1: Prepare Capital Improvement Plan

Collins Center will gather detailed information about proposed capital projects from Town and School officials through a Capital Project Request Form that departments will complete. Staff will meet with department heads and representatives of the following bodies: Bike & Walkways Committee, Herring River Restoration Committee, Marina Advisory Committee, Mayo Creek Restoration Committee, Open Space Committee, and Water Enterprise Fund to inform them how to complete the request form. Center staff will be available to provide one-on-one assistance in preparing the forms for up to two departments identified by the Town, but all others will be expected to complete them on their own. Center staff will review and score the projects against a series of rating factors that will be discussed with the Town Administrator prior to implementation. Center staff will gather financial information and confer with the Town's financial advisor, bond counsel, the Town Accountant, Town Assessor, Town Collector, and Town Treasurer to develop a budget for debt service and pay-as-you-go capital for each of the five years of the CIP. Center staff will generate a preliminary list of projects for inclusion in the plan for review by the Town Administrator. Following receipt of feedback, the proposed project listing will be finalized. The five year plan will summarize the process followed, identify the different types of funding available and highlight key financial information, and will identify the proposed projects including proposed funding source(s) and implementation year.

Task 1 Products: 1) A master spreadsheet listing all identified capital projects including year requested, departmental priority, and project score, among other fields; 2) A recommended five year Capital Improvement Plan (CIP) ready for submission to the Board of Selectmen and the Finance Committee. This will be provided as a Word document.

Task 2: Prepare Capital Improvement Plan Process Recommendation

In the course of meeting with department heads, the Town Administrator, and identified boards and commissions, the project team will discuss the Town's existing CIP process to ascertain its strengths and weaknesses. Additional interviews will be scheduled with representatives of the Finance Committee and Board of Selectmen. The Center will document the varying processes used in other communities and that are best practices in the fields and will recommend an alternative CIP development process for the Town of Wellfleet.

Task 2 Products: The products of this effort will include: a) a written process recommendation, including the identification of charter or other provisions in need of amendment to facilitate implementation of the new process; and, b) an internal CIP development schedule for use by Town staff to ensure timely preparation of CIPs under the proposed process.

SECTION 2. DISBURSEMENT OF EOAF GRANT

2.1 Disbursement of the EOAF Grant under this Agreement shall be made pursuant to Chapter 46 of the Acts of 2015, Section 2, Item 1599-0026; and any other information EOAF may require.

Seventy-five percent of the grant award, or $22,500, will be disbursed to the Grantee within 45 days of execution of the grant contract.

Twenty-five percent of the grant award, or $7,500, will be disbursed to the Grantee within 45 days of receipt of Grantee report certifying project completion and submission of supporting documentation. Grantee report must be received by EOAF no later than June 1, 2017.

2.2 It is understood and agreed that the grant provided under this Agreement shall be used solely to pay for expenses associated with the Project. Expenses relating to project administration and management shall be assumed by the Grantee, including without limitation: **(i)** salaries and wages of Grantee staff; **(ii)** legal fees; **(iii)** travel, meal and entertainment expenses; **(iv)** overhead and supplies; **(v)** project costs incurred prior to the execution and subsequent to termination of this Agreement; and **(vi)** costs of any other service or activity not related to the Project.

2.3 The Grantee shall keep detailed records of all activities associated with the Project, including without limitation all disbursements made pursuant to this Agreement. EOAF shall have the right to examine all records kept by the Grantee related to the Project.

2.4 The Grantee shall be responsible for any cost overruns that occur during implementation of the Project.

2.5 The grant funds must be spent by June 30, 2017. Grantee will forfeit any remaining award unused after June 30, 2017. The Executive Office for Administration and Finance shall give due consideration to any extenuating circumstances presented in writing by the applicant and may waive this restriction at its discretion.

SECTION 3. REPORTING

3.1 Once the Project is completed, the Grantee shall furnish to EOAF, in addition to a report certifying project completion, the following documentation: **(i)** copies of all permits and approvals issued in connection with the Project, unless this information was previously supplied; **(ii)** any outstanding vendors' invoices, certified payment vouchers, cancelled checks or other documentation verifying actual expenditures in connection with the Project; **(iii)** documentation evidencing commitment of funds to the Project from sources other than EOAF, including documentation associated with the issuance of bonds or notes to finance the cost of the Project; **(iv)** a certificate of occupancy of the Project or portions of the Project as applicable by law; and **(v)** a statement from the Grantee certifying to the best of his or her knowledge that the Project was undertaken in conformance with all applicable laws, rules and regulations.

SECTION 4. COMPLIANCE WITH ALL APPLICABLE LAWS/REGULATIONS

4.1 The Grantee and its consultants and contractors shall comply with any and all federal, state and local laws, rules and regulations, orders or requirements that apply to the Project, including but not limited to: **(i)** Executive Order 478 relating to nondiscrimination, diversity, equal opportunity and affirmative action in hiring and employment practices; **(ii)** the State Prevailing Wage Law (MGL. Ch.149, Sections 26 to 27H); Title VI of the Civil Rights Acts of 1964, as amended; **(iii)** Environmental Impact Requirements (MGL. Ch.30, Sections 61 to 62I); and **(iv)** Historic Preservation Requirements (MGL. Ch.9, Sections 26 to 28) and applicable regulations.

4.2 This Agreement shall in no way relieve the Grantee from the full force and application of any laws, rules, regulations and orders or requirements.

SECTION 5. INTEREST OF MEMBERS OR EMPLOYEES OF THE GRANTEE

5.1 No officer, servant, agent, or employee of the Grantee has participated or will participate in any decision relating to the development and implementation of the Project that affects directly or indirectly his/her personal interest or the interest of any corporation, partnership or proprietorship with which her/she is directly or indirectly affiliated. Furthermore, no officer, servant, agent or employee of the Grantee shall have any interest directly or indirectly in any contract in connection with the Project or shall in any way violate M.G.L. Chapter 268A.

SECTION 6. AMENDMENTS

6.1 No amendment to this Agreement or any significant modification of the scope of the Project funded under this Agreement shall be made by the Grantee without the prior written approval of EOAF.

SECTION 7. SEVERABILITY OF PROVISIONS

7.1 If any provision of this Agreement is held invalid by any court of competent jurisdiction, the remaining provisions shall not be affected thereby, and all other parts of the Agreement shall remain in full force and effect.

##########

COMMONWEALTH TERMS AND CONDITIONS

settlement agreement or judgment. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph. Any indemnification of the Contractor shall be subject to appropriation and applicable law.

12. ***Waivers.*** Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach.

13. ***Risk Of Loss.*** The Contractor shall bear the risk of loss for any Contractor materials used for a Contract and for all deliverables, Department personal or other data which is in the possession of the Contractor or used by the Contractor in the performance of a Contract until possession, ownership and full legal title to the deliverables are transferred to and accepted by the Department.

14. ***Forum, Choice of Law And Mediation.*** Any actions arising out of a Contract shall be governed by the laws of Massachusetts, and shall be brought and maintained in a State or federal court in Massachusetts which shall have exclusive jurisdiction thereof. The Department, with the approval of the Attorney General's Office, and the Contractor may agree to voluntary mediation through the Massachusetts Office of Dispute Resolution (MODR) of any Contract dispute and will share the costs of such mediation. No legal or equitable rights of the parties shall be limited by this Section.

15. ***Contract Boilerplate Interpretation, Severability, Conflicts With Law, Integration.*** Any amendment or attachment to any Contract which contains conflicting language or has the affect of a deleting, replacing or modifying any printed language of these Commonwealth Terms and Conditions, as officially published by ANF, CTR and OSD, shall be interpreted as superseded by the official printed language. If any provision of a Contract is found to be superseded by state or federal law or regulation, in whole or in part, then both parties shall be relieved of all obligations under that provision only to the extent necessary to comply with the superseding law, provided however, that the remaining provisions of the Contract, or portions thereof, shall be enforced to the fullest extent permitted by law. All amendments must be executed by the parties in accordance with Section 1. of these Commonwealth Terms and Conditions and filed with the original record copy of a Contract as prescribed by CTR. The printed language of the Standard Contract Form, as officially published by ANF, CTR and OSD, which incorporates by reference these Commonwealth Terms and Conditions, shall supersede any conflicting verbal or written agreements relating to the performance of a Contract, or attached thereto, including contract forms, purchase orders or invoices of the Contractor. The order of priority of documents to interpret a Contract shall be as follows: the printed language of the Commonwealth Terms and Conditions, the Standard Contract Form, the Department's Request for Response (RFR) solicitation document and the Contractor's Response to the RFR solicitation, excluding any language stricken by a Department as unacceptable and including any negotiated terms and conditions allowable pursuant to law or regulation.

IN WITNESS WHEREOF, The Contractor certify under the pains and penalties of perjury that it shall comply with these Commonwealth Terms and Conditions for any applicable Contract executed with the Commonwealth as certified by their authorized signatory below:

CONTRACTOR AUTHORIZED SIGNATORY: H. Sarkis Terkanian
(signature)

Print Name: HARRY SARKIS TERKANIAN

Title: TOWN ADMINISTRATOR

Date: 6/16/16

(Check One): X Organization ___ Individual

Full Legal Organization or Individual Name: TOWN OF WELLFLEET

Doing Business As: Name (If Different):

Tax Identification Number: 046-001-345

Address: 300 MAIN ST, WELLFLEET, MA 02667

Telephone: 508 349 0300 FAX: 508 349 0305

INSTRUCTIONS FOR FILING THE COMMONWEALTH TERMS AND CONDITIONS

A "Request for Verification of Taxation Reporting Information" form (Massachusetts Substitute W-9 Format), that contains the Contractor's correct TIN, name and legal address information, must be on file with the Office of the Comptroller. If the Contractor has not previously filed this form with the Comptroller, or if the information contained on a previously filed form has changed, please fill out a W-9 form and return it attached to the executed COMMONWEALTH TERMS AND CONDITIONS.

If the Contractor is responding to a Request for Response (RFR), the COMMONWEALTH TERMS AND CONDITIONS must be submitted with the Response to RFR or as specified in the RFR. Otherwise, Departments or Contractors must timely submit the completed and properly executed COMMONWEALTH TERMS AND CONDITIONS (and the W-9 form if applicable) to the: ***Payee and Payments Unit, Office of the Comptroller, 9th Floor, One Ashburton Place, Boston, MA 02108*** in order to record the filing of this form on the MMARS Vendor File. Contractors are required to execute and file this form only once.

COMMONWEALTH TERMS AND CONDITIONS

This Commonwealth Terms and Conditions form is jointly issued by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) for use by all Commonwealth of Massachusetts ("State") Departments and Contractors. ***Any changes or electronic alterations by either the Department or the Contractor to the official version of this form, as jointly published by ANF, CTR and OSD, shall be void.*** Upon execution of these Commonwealth Terms and Conditions by the Contractor and filing as prescribed by the Office of the Comptroller, these Commonwealth Terms and Conditions will be incorporated by reference into any Contract for Commodities and Services executed by the Contractor and any State Department, in the absence of a superseding law or regulation requiring a different Contract form. Performance shall include services rendered, obligations due, costs incurred, commodities and deliverables provided and accepted by the Department, programs provided or other commitments authorized under a Contract. A deliverable shall include any tangible product to be delivered as an element of performance under a Contract. The Commonwealth is entitled to ownership and possession of all deliverables purchased or developed with State funds. Contract shall mean the Standard Contract Form issued jointly by ANF, CTR and OSD.

1. ***Contract Effective Start Date.*** Notwithstanding verbal or other representations by the parties, or an earlier start date indicated in a Contract, the effective start date of performance under a Contract shall be the date a Contract has been executed by an authorized signatory of the Contractor, the Department, a later date specified in the Contract or the date of any approvals required by law or regulation, whichever is later.

2. ***Payments And Compensation.*** The Contractor shall only be compensated for performance delivered and accepted by the Department in accordance with the specific terms and conditions of a Contract. All Contract payments are subject to appropriation pursuant to M.G.L. C. 29, §26, or the availability of sufficient non-appropriated funds for the purposes of a Contract, and shall be subject to intercept pursuant to M.G.L. C. 7A, §3 and 815 CMR 9.00. Overpayments shall be reimbursed by the Contractor or may be offset by the Department from future payments in accordance with state finance law. Acceptance by the Contractor of any payment or partial payment, without any written objection by the Contractor, shall in each instance operate as a release and discharge of the State from all claims, liabilities or other obligations relating to the performance of a Contract.

3. ***Contractor Payment Mechanism.*** All Contractors will be paid using the Payment Voucher System unless a different payment mechanism is required. The Contractor shall timely submit invoices (Payment Vouchers - Form PV) and supporting documentation as prescribed in a Contract. The Department shall review and return rejected invoices within fifteen (15) days of receipt with a written explanation for rejection. Payments shall be made in accordance with the bill paying policy issued by the Office of the Comptroller and 815 CMR 4.00, provided that payment periods listed in a Contract of less than forty-five (45) days from the date of receipt of an invoice shall be effective only to enable a Department to take advantage of early payment incentives and shall not subject any payment made within the forty-five (45) day period to a penalty. The Contractor Payroll System, shall be used only for "Individual Contractors" who have been determined to be "Contract Employees" as a result of the Department's completion of an Internal Revenue Service SS-8 form in accordance with the Omnibus Budget Reconciliation Act (OBRA) 1990, and shall automatically process all state and federal mandated payroll, tax and retirement deductions.

4. ***Contract Termination Or Suspension.*** A Contract shall terminate on the date specified in a Contract, unless this date is properly amended in accordance with all applicable laws and regulations prior to this date, or unless terminated or suspended under this Section upon prior written notice to the Contractor. The Department may terminate a Contract without cause and without penalty, or may terminate or suspend a Contract if the Contractor breaches any material term or condition or fails to perform or fulfill any material obligation required by a Contract, or in the event of an elimination of an appropriation or availability of sufficient funds for the purposes of a Contract, or in the event of an unforeseen public emergency mandating immediate Department action. Upon immediate notification to the other party, neither the Department nor the Contractor shall be deemed to be in breach for failure or delay in performance due to Acts of God or other causes factually beyond their control and without their fault or negligence. Subcontractor failure to perform or price increases due to market fluctuations or product availability will not be deemed factually beyond the Contractor's control.

5. ***Written Notice.*** Any notice shall be deemed delivered and received when submitted in writing in person or when delivered by any other appropriate method evidencing actual receipt by the Department or the Contractor. Any written notice of termination or suspension delivered to the Contractor shall state the effective date and period of the notice, the reasons for the termination or suspension, if applicable, any alleged breach or failure to perform, a reasonable period to cure any alleged breach or failure to perform, if applicable, and any instructions or restrictions concerning allowable activities, costs or expenditures by the Contractor during the notice period.

6. ***Confidentiality.*** The Contractor shall comply with M.G.L. C. 66A if the Contractor becomes a "holder" of "personal data". The Contractor shall also protect the physical security and restrict any access to personal or other Department data in the Contractor's possession, or used by the Contractor in the performance of a Contract, which shall include, but is not limited to the Department's public records, documents, files, software, equipment or systems.

7. ***Record-keeping And Retention, Inspection Of Records.*** The Contractor shall maintain records, books, files and other data as specified in a Contract and in such detail as shall properly substantiate claims for payment under a Contract, for a minimum retention period of seven (7) years beginning on the first day after the final payment under a Contract, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving a Contract. The Department shall have access, as well as any parties identified under Executive Order 195, during the Contractor's regular business hours and upon reasonable prior notice, to such records, including on-site reviews and reproduction of such records at a reasonable expense.

8. ***Assignment.*** The Contractor may not assign or delegate, in whole or in part, or otherwise transfer any liability, responsibility, obligation, duty or interest under a Contract, with the exception that the Contractor shall be authorized to assign present and prospective claims for money due to the Contractor pursuant to a Contract in accordance with M.G.L. C. 106, §9-318. The Contractor must provide sufficient notice of assignment and supporting documentation to enable the Department to verify and implement the assignment. Payments to third party assignees will be processed as if such payments were being made directly to the Contractor and these payments will be subject to intercept, offset, counter claims or any other Department rights which are available to the Department or the State against the Contractor.

9. ***Subcontracting By Contractor.*** Any subcontract entered into by the Contractor for the purposes of fulfilling the obligations under a Contract must be in writing, authorized in advance by the Department and shall be consistent with and subject to the provisions of these Commonwealth Terms and Conditions and a Contract. Subcontracts will not relieve or discharge the Contractor from any duty, obligation, responsibility or liability arising under a Contract. The Department is entitled to copies of all subcontracts and shall not be bound by any provisions contained in a subcontract to which it is not a party.

10. ***Affirmative Action, Non-Discrimination In Hiring And Employment.*** The Contractor shall comply with all federal and state laws, rules and regulations promoting fair employment practices or prohibiting employment discrimination and unfair labor practices and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability, handicap, sexual orientation or for exercising any rights afforded by law. The Contractor commits to purchasing supplies and services from certified minority or women-owned businesses, small businesses or businesses owned by socially or economically disadvantaged persons or persons with disabilities.

11. ***Indemnification.*** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, including the Department, its agents, officers and employees against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement or other damages that the State may sustain which arise out of or in connection with the Contractor's performance of a Contract, including but not limited to the negligence, reckless or intentional conduct of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall at no time be considered an agent or representative of the Department or the State. After prompt notification of a claim by the State, the Contractor shall have an opportunity to participate in the defense of such claim and any negotiated

Issued May 2004

COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING

CONTRACTOR LEGAL NAME :
CONTRACTOR VENDOR/CUSTOMER CODE:

PROOF OF AUTHENTICATION OF SIGNATURE

This page is optional and is available for a department to authenticate contract signatures. It is recommended that Departments obtain authentication of signature for the signatory who submits the Contractor Authorized Listing.

This Section MUST be completed by the Contractor Authorized Signatory in presence of notary.

Signatory's full legal name (print or type): HARRY SARKIS TERKANIAN

Title: TOWN ADMINISTRATOR

X _____
Signature as it will appear on contract or other document (**Complete only in presence of notary**):

AUTHENTICATED BY NOTARY OR CORPORATE CLERK (PICK ONLY ONE) AS FOLLOWS:

I, _____ (NOTARY) as a notary public certify that I witnessed the signature of the aforementioned signatory above and I verified the individual's identity on this date:

_____, 20 _____.

My commission expires on:

AFFIX NOTARY SEAL

I, Joseph F. Powers (CORPORATE CLERK) certify that I witnessed the signature of the aforementioned signatory above, that I verified the individual's identity and confirm the individual's authority as an authorized signatory for the Contractor on this date:

June 20, 20 16.

AFFIX CORPORATE SEAL

Issued May 2004

COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING

CONTRACTOR LEGAL NAME :
CONTRACTOR VENDOR/CUSTOMER CODE:

INSTRUCTIONS: Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In addition to this listing, any state department may require additional proof of authority to sign contracts on behalf of the Contractor, or proof of authenticity of signature (a notarized signature that the Department can use to verify that the signature and date that appear on the Contract or other legal document was actually made by the Contractor's authorized signatory, and not by a representative, designee or other individual.)

NOTICE: ***Acceptance of any payment under a Contract or Grant shall operate as a waiver of any defense by the Contractor challenging the existence of a valid Contract due to an alleged lack of actual authority to execute the document by the signatory.***

For privacy purposes **DO NOT ATTACH** any documentation containing personal information, such as bank account numbers, social security numbers, driver's licenses, home addresses, social security cards or any other personally identifiable information that you do not want released as part of a public record. The Commonwealth reserves the right to publish the names and titles of authorized signatories of contractors.

AUTHORIZED SIGNATORY NAME	TITLE
HARRY SARKIS TERKANIAN	TOWN ADMINISTRATOR

I certify that I am the President, Chief Executive Officer, Chief Fiscal Officer, Corporate Clerk or Legal Counsel for the Contractor and as an authorized officer of the Contractor I certify that the names of the individuals identified on this listing are current as of the date of execution below and that these individuals are authorized to sign contracts and other legally binding documents related to contracts with the Commonwealth of Massachusetts on behalf of the Contractor. I understand and agree that the Contractor has a duty to ensure that this listing is immediately updated and communicated to any state department with which the Contractor does business whenever the authorized signatories above retire, are otherwise terminated from the Contractor's employ, have their responsibilities changed resulting in their no longer being authorized to sign contracts with the Commonwealth or whenever new signatories are designated.

Signature

Date: June 20, 2016

Title: Town Clerk Telephone: 508-349-0301

Fax: 508-349-0317 Email: joseph.powers@gmail.com

[Listing can not be accepted without all of this information completed.]

A copy of this listing must be attached to the "record copy" of a contract filed with the department.

From: Michele Olem [mailto:molem@comcast.net]
Sent: Friday, July 29, 2016 10:13 AM
To: Michaela Miteva <Michaela.Miteva@wellfleet-ma.gov>
Subject: Re: Cultural Council members

Good morning,
Present members: Mark Gabriele, Bob Cohen, Maddie Entel, Josie Anderson, Yvonne Boraccas, Mary Wright, Diane Roehm, Brita Tate, Michele Olem

New people coming on: Judith Cumbler, Gigi Ledkovsky, Richard Willecke.
In addition Rhonda Fowler is asking to join the council.

Best,
Michele

TOWN OF WELLFLEET

300 MAIN STREET WELLFLEET MASSACHUSETTS 02667
Tel (508) 349-0300 Fax (508) 349-0305
www.wellfleet-ma.gov

BOARD OF SELECTMEN GOALS 2016-2017

Berta Bruinooge Goals

- Limit the increase in the 2018 operating budget to 2.5%.
- Make a decision on the new Baker's Field recreation building.
- Make a decision on a new Shellfish building.
- Any new positions subject to a Town Meeting vote and a prop 2 1/2 override by the voters.

Dennis Murphy's Goals

- Forensic Audit of one of the Big 3 Departments
- Review funding for maintenance & repairs of public buildings; consider hiring separate maintenance personnel; consider FT Building Inspector.
- Work with Board of Water Commissioners to update Master Water Plan.
- Continue the Harbor Dredging efforts.

Janet Reinhart's Goals Streamline Selectmen's Processes: fees, forms,

- Make long term plans for Mayo Beach, Recreation area and Shellfish Shack Bathrooms
- Update Recreation Building
- Forensic audit of Shellfish Departments and other departments.
- Keep 2 1/2 % budget
- Informative Meetings for committees, employees, voters on: Open Meeting, Conflict of Interest, regulations, Meeting Procedures, etc.
- Direct Departments to look into funding - Fees & Grants

Helen Miranda Wilson's Goals

- Forensic audit of the Shellfish Department in early January.
- Directing departments to aggressively research and apply for grants.
- Improve our public process. For example:
  - Regular Open Meeting Law and Conflict of Interest Law training for staff and special employees
  - Education for new commercial and non-commercial shellfish permit holders. In the past, I ran this by the DMF. ;
  - Insure all departments' knowledge of the Town's Charter, Selectboard Policies, Regulations and Bylaws.
- Consider getting off Virtual Town Hall.

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: Dan Hoort, Town Administrator
Subject: Town Administrator's Report
Date: August 19, 2016

This report is for the period August 15, 2016 through August 18, 2016.

1 My first four days have been spent getting acquainted with Town staff and touring Town buildings and offices. I also visited the Town's parking lots on Ocean View Drive and the Chequessett Neck Road dike.

2 Fiscal Matters
   a. I am quickly bringing myself up to speed on the Town's finances which play such an important role in the decision making process.
   b. I held an initial meeting with the Town Accountant for a review of the Town's five-year financial forecast.

3 Meetings
   a. August 11, 2016 – Attended the Cape and Islands Town Managers meeting in Orleans.
   b. August 15, 2016 – Police Station Building Committee.

4 Complaints.
   a. None

5 Miscellaneous.
   a. None.

6 Personnel Matters:
   a. Current employment vacancies (Charter 5-3-2 (i)):
      i. Transfer Station equipment operator position has been re-advertised.

Date: August 18, 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
10 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		3 years

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

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 August 9, 2016
Wellfleet Senior Center

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

Regrets: Jerry Houk

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

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

- Wilson announced the free tick testing program thanks to the joint efforts of Health and Conservation Agent Hillary Lemos and Barnstable County.
- Fire Chief Rich Pauley announced that on August 8 there was a beach rescue at White Crest and recognized the excellent work of the life guards.

Cultural Council appointment - Rhonda Fowler with a term to June 30, 2019 – postponed to the first meeting in September per the applicant's request.

Use of Town Property
Friends of Wellfleet COA to sell raffle tickets on Town Hall Lawn, Library outside area and Harbor area parking lot on various dates up to September 15, 2016.
MOTION 217-031: Bruinooge moved and Reinhart seconded to approve the request of the Friends of Wellfleet COA to sell raffle tickets on Town Hall Lawn, Library outside area and Harbor area parking lot on various dates up to September 15, 2016 with no conditions. The motion passed 4-0.

Murphy opened the Public Hearing for change of manager for MJT Enterprises, Inc. dba Blackfish Variety at 7:05 pm.

Attorney Kelley Jason representing MJT Enterprises dba Blackfish Café requested the change of manager from Jose Pedro Peres to Laura Parker.

MOTION 217-032: Wilson moved and Reinhart seconded to approve the request from MJT Enterprises, Inc. dba Blackfish Variety for a change of manager from Jose Pedro Peres to Laura Parker. The motion passed 4-0.

Amendment to food truck license for 349 Events dba Solace to add a location at the parking lot for Soul Food at 15 Bank Street.
Michael Banghart presented paperwork for review in support of his request to amend his food truck license. Wilson said that the paperwork was not submitted for inclusion in the meeting packets and she would not act on the request without having the opportunity to review the materials. Murphy referred to a legal opinion by Town Counsel addressing several items relevant to food trucks. Carlson briefly went over the opinion of Attorney Gregg Corbo and who have examined mobile versus stationary food trucks and the need for more clarifications. Murphy said that based on Town Counsel's discoveries, the Board can continue to operate under the existing regulations for this season, but did not support amending any licenses and permits. He said that when Town Counsel provides more information, the Selectmen will re-visit the food trucks regulations for the next season. Reinhart agreed with both Murphy and Wilson. Joseph Arsenult explained that he was not

aware of the packet materials submission deadline. Banghart said that the original permit application included the location in discussion.
MOTION 217-033: Bruinooge moved and Wilson seconded to take no action on Michael Banghart's request for amendment to food truck license for 349 Events d.b.a. Solace to add a location at the parking lot for Soul Food at 15 Bank Street. The motion passed 4-0.

Amendment to food truck license for Provincetown Pilgrim Properties, LLC dba Kung Fu Dumplings
Stephen Rome presented his request for amendment of the food truck license for Provincetown Pilgrim Properties, LLC dba Kung Fu Dumplings. Wilson explained that there are deficiencies in the required documents explaining what the requested amendment would be. Murphy said that he stands to his previously stated position to not amend any food truck licenses until further clarification is received by Town Counsel. Rome disagreed and heated discussion ensued.
MOTION 217-034: Bruinooge moved and Wilson seconded to take no action on Stephen Rome's request for amendment of the food truck license for Provincetown Pilgrim Properties, LLC dba Kung Fu Dumplings. The motion passed 4-0.

Update on Paved Private Roads Plowing
Assistant DPW Director Paul Lindberg briefed the Selectmen on the Policy of the Maintenance of Paved Private Roads for snow plowing and announced that the deadline for complying to the policy is October 28, 2016. Wilson expressed concerns about eight paved private roads lacking emergency vehicle access. Discussion ensued about options to inform the residents of these eight streets through an aggressive outreach. Carlson will work with Lindberg on a communication plan. Wilson said that she will continue to attend the GUAPACA meetings.

Discussion and update to the beach sticker re-sale procedure and policy
Community Services Director Suzanne Grout Thomas asked the selectmen to support the proposed language addition to the beach sticker re-sale procedure due to recent discovery that Motel owners have been charging more than the actual cost of the beach sticker. The proposed amendment would be to add paragraph 8: *Stickers purchased for resale must be sold for the same dollar amount charged by the Town of Wellfleet. No surcharges may be added by the seller.*
MOTION 217-035: Wilson moved and Bruinooge seconded to approve the additional language to the beach sticker re-sale procedure as proposed by Thomas. The motion passed 4-0.

Contract amendments for police facility renovation project
The selectmen discussed if there were any legal requirements for the police station renovation contract amendments and wanted to know if these were legally required why were not part of the original contract.
MOTION 217-036: Wilson moved to approve the amendment #2 only if it is legally required, and provided that there will be a written explanation. Bruinooge seconded and the motion passed 4-0.

MOTION 217-037: Reinhart moved and Bruinooge seconded to approve amendment #3 with the contingency that identification of any hazardous materials is a legal requirement with written explanation by the Owner's Project Manager. The motion passed 4-0.

Discussion of committee vacancies
The selectmen discussed decreasing the membership of committees with large number such as the Cultural Council in order to aid them to achieve quorum and keep it at odd number. Carlson will reach out to Board and Committee chairs before the selectmen consider any further action.

FY 2017 Board of Selectmen Goals

Wilson re-capped previously discussed BOS goals and suggested compiling all goals on one sheet. Bruinooge suggested to have the Executive Assistant to compile the list. Murphy, Bruinooge and Reinhart found Wilson's suggestion for forensic audit of the Shellfish Department appropriate. Wilson recommended checking with the Shellfish Constable prior to proceeding with the audit and proposed scheduling the audit in December or January.

Town Administrator's Report

Carlson presented the TA Report[1] of August 5, 2016. Bruinooge offered positive comments about the upcoming RFP for expansion for White Crest beach parking and spoke about beach parking lot challenges due to erosion. Murphy said that sand needs must be considered for the next 25 years and beyond. Carlson mentioned that the Baker Field tennis court reconstruction will be on a future meeting agenda.

Future Concerns

- Wilson – Discussion for advancing Economic Development Council for a future meeting.
- Wilson – HRRP MOU III status and monitoring drought conditions; Direct the Water Commissioners to to review the current data for the test wells to make sure the water system is functioning well.

Correspondence[2] and Vacancy[3] Report

- Wilson wanted to double check who would need to receive the Rosenberg letter.

Minutes

MOTION 217-039: Reinhart moved and Wilson seconded to approve the minutes[4] of July 26, 2016 as amended by Wilson. The motion passed 4-0.

Adjournment

MOTION 217-040: Bruinooge moved to adjourn the meeting at 8:38 pm. Wilson seconded and the motion passed 5-0.

Respectfully submitted,

Michaela Miteva, Executive Assistant

Public Record Documents:

[1] TA Report of August 5, 2016
[2] Correspondence Report of August 9, 2016
[3] Vacancy Report of August 5, 2016
[4] Draft minutes of July 26, 2016