



Board of Selectmen

RECEIVED
TOWN OF WELLFLEET

2015 SEP -3 AM 9:01

The Wellfleet Board of Selectmen will hold a public meeting on Tuesday, September 8, 2015 at 7:00 p.m. at the Wellfleet Senior Center, 715 Old Kings Highway, Wellfleet, MA 02667. It is anticipated that the meeting will be recorded by the Town. Anyone else desiring to record the meeting may do so only after notifying the chair and may not interfere with the conduct of the meeting in doing so.

- I. **Announcements, Open Session and Public Comment [7:00]** *Note: Public comments must be brief. The Board will not deliberate or vote on any matter raised solely during Announcements & Public Comment.*
- II. **Public Hearing(s) [7:05]**
 - A. Annual Tax Classification Hearing [Vail]
 - B. Amending Shellfish Rules and Regulations by amending section 7.18.2 to read Height and Arrangement of Equipment [SAB] *hearing continued from August 11, 2015*
- III. **Licenses/Appointments/Reappointments/Use of Town Property**
 - A. Licenses - NONE
 - B. Appointments
 - 1) Brandon Murphy, Suzanne Trasavage and John Szucs to Special Police Officer with term from September 9, 2015 to September 8, 2016.
 - C. Reappointments: to correct Marina Advisory Committee appointment terms from June 30, 2018 to June 30, 2017.
 - 2) Frederick Felix, William Iacuesssa, Alice Iacuesssa, Martha Wilson and John A. Wolf to the Marina Advisory Committee with term ending June 30, 2017.
 - 3) William Iacuesssa and Captain David Stamatis to the Marina Advisory Committee as alternate members with term ending June 30, 2017.
 - D. Use of Town Property
 - 1) Request of Paul Curley of American Lung Association to use White Crest Beach parking lot on September 27, 2015 from 8 am to 11 am for the 31st Annual Escape Bike Trek; Nonprofit organization; \$20 application fee paid; event fee TBD.
 - 2) Lydia Vivante of the Wellfleet Recycling Committee to use the Swap Shop on Sunday, September 13, 2015 from 12 pm to 3 pm for Annual Meeting and Swap Shop Celebration; \$20 application fee paid.
- IV. **Business**
 - A. Town sponsored tick testing program [Wilson]
 - B. Review of draft Budget Policy Message, FY 2017 Budget/2016 Annual Town Meeting & Election Calendar [TA]
 - C. Review of draft revisions to the Information Technology Policy & draft proposed Social Media Policy [TA]
 - D. Approval of Department of Public Works tax bill inserts [TA]
 - E. Designation of September 6 - 14 as "Suicide Prevention Week" [TA]
 - F. Authorization of new signatory for Green Communities Grant Contract [TA]
 - G. Approval of Police mutual aid agreement and authorize the Town Administrator to execute it on the Town's behalf [TA]
- V. **Town Administrator's Report**
- VI. **Future Concerns**
- VII. **Correspondence and Vacancy Report**
- VIII. **Minutes**
 - A. August 25, 2015
 - B. August 28, 2015
- IX. **Adjournment**

TOWN OF WELLFLEET
PUBLIC NOTICE

In accordance with Chapter 369 of the Acts of 1982, amending Chapter 797 of the Acts of 1979, the Wellfleet Board of Selectmen will conduct a public hearing on the issue of allocating the local property tax levy among the five classes for fiscal year 2016. (Chapter 40, Section 56 as amended by Chapter 369 of the Acts of 1982)

This public hearing will be conducted on Tuesday, September 8, 2015 at 7:05 p.m. at the Wellfleet Senior Center. Options open to the Town will be provided, and any taxpayer wishing to present oral or written information on their views will be recognized by the Chair. At the hearing, the Board of Assessors will provide all information and data relevant to making a final determination on the allocation of the tax burden among the five classes of real property: residential, open space, commercial, industrial, and personal property as set forth in Chapter 40 Section 56.

WELLFLEET BOARD OF SELECTMEN

MEMORANDUM

To: Board of Selectmen, Town Administrator
From: Assessor
Subject: **Classification Hearing - Fiscal 2016**
Date: September 8, 2015

The Legislature has given local communities limited flexibility in allocating the tax burden among the various classes of property. The Selectmen have the opportunity to lower the tax rate of residential taxpayers and increase the tax rate of commercial and personal property taxpayers. The Town of Wellfleet has always employed one tax rate for all classes of property. At the Classification Hearing, the Board of Selectmen must reaffirm or change this position.

At the hearing on September 8, 2015, **the Board of Assessors will recommend retaining the unified tax rate** for all classes of property. The current split between classes is 96% residential and 4% commercial/personal property. The shift would place an undue burden on 4% of the Wellfleet taxpayers. **To retain the single tax rate, a motion with a favorable vote to "make the Residential Factor the numeral 1 for Fiscal 2016" must be made.**

The Board of Assessors must also inform the Selectmen of other options involving the shifting of the tax burden. The following is for information only. **No action need be taken.**

Option One:

There is a "Residential Exemption" available to those domiciled in Wellfleet. An amount up to 20% of the average assessment of the entire residential class could be deducted from the total assessed value of domiciled taxpayers. The total amount of exempted value would then be allocated among all residential class taxpayers. The net effect is an increase in the tax rate for all residential taxpayers.

The Board of Assessors does not recommend. The exemption unfairly shifts the tax burden from those who gain the greatest benefit from tax dollars to those who benefit the least. Non-resident taxpayers also pay a personal property tax which domiciled taxpayers do not.

Option Two:

The "Open Space Exemption" allows up to 25% of the assessed value of land so designated to be exempt from taxation. The burden would be shifted to all other classes of property.

The Board of Assessors recommends no action. There is no need for an open space exemption at this time as several tax-friendly options are available for those interested in preserving all or part of their property as open space. Parcels that could qualify are currently involved in other programs that have satisfied any need to date.

Option Three:

Small Business Exemption - An amount up to 10% of the assessed value of a small business (less than 10 employees and an assessed value of less than one million) may be deducted. The total deductions are then shifted to those businesses not classified as "small."

The Board of Assessors recommends no action. The majority of the town's businesses are "small." The additional burden would be shifted to a handful of taxpayers.

FOR CONTINUED HEARING ON TUESDAY

This is as it was worked out by the Shellfish Constable and the Harbormaster.
(See the letter we received from Andy in the last Selectboard packet.)

Section 7 Shellfish Aquaculture

Section 7.18 Aquaculture Gear and Equipment

Section 7.18.2 Height and Arrangement of Equipment

With the exception of spat collection devices there shall be no equipment or gear **made of metal** that rises more than eighteen inches (18") above the grade, **and no equipment or gear made of plastic (or another equally malleable material) higher than twenty four inches (24") above grade**, within the boundaries of a licensed area.

HST 8/24/15



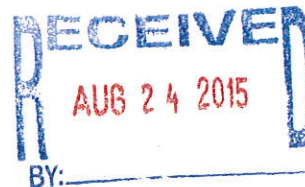
Wellfleet Shellfish Department



300 Main Street, Wellfleet, Massachusetts 02667

August 24, 2015

To: Board of Selectmen
From: Andrew Koch
RE: Gear Height



Dear B.O.S,

I am writing to you this letter to better inform you on the gear height situation we are dealing with. I have included pictures so you can see exactly how these things look like and function. The first picture is a photo of oyster racks and bags which was taken out on Egg Island. Since racks were introduced circa 1980, there has been a restriction of 18" or less which was set by the Army Corps of Engineers. Hence the companies that build these racks would build them right at 18" to take full advantage of the maximum height. In short time each rack will sink into the dirt when the weight of oysters are applied to the top of them which ensures all racks will be 18" or less which all racks in Wellfleet are at. However, when you add a bag stuffed with oysters it can raise the overall height 4 or 5 inches. The question today is should the bag of oysters be included in the overall height or not. Since aquaculture started in Wellfleet, it was assumed that if the metal was under 18" it was allowed that the bag and oysters would not be a factor since a stuffed oyster bag actually acts like a pillow when a boat or anything else comes in contact with it. It has worked for 35 years and it has never been a concern until recently when the Shellfish Advisory board has asked for an increase in height which both myself and Mike Flanagan have not been in agreement with. When something like this comes up you have to consider a lot of factors to make a smart decision. Both Mike and I are not against the fishermen, I myself spent a long time on the flats of Wellfleet digging clams as a kid with my dad and eventually picking shellfish commercially, running a dragger, and running my own grant. The question is would raising metal 6" in the harbor be good for the industry I am trying to protect? If a person gets seriously injured because we did this would that be good for the industry? Also there has been a lot of complaints of gear being high by people who don't even know what they are looking at. The second picture is a stack of Chinese hats or spat collecting devices. These devices are not height regulated because they are catching or fishing and not part of aquaculture. People see these and think we are not enforcing the height restriction. In my opinion these are more dangerous than the racks and as you can see on the top of the third page they are spiked down with a piece of rebar steel which sticks out of the top. Also grant corners need to be marked but not the hats as long as they are on the grant. Maybe we should write a regulation that clusters of spat collection devices be marked.



Last week I visited the grants on Mayo Beach and Indian Neck and one grant buoy was missing which I was promised would be replaced as soon as possible. When all these arguments will be considered on this month it is possible it could go either way. If you the board, vote to keep restrictions to 18" I will be forced to enforce 18" overall including the bag which will affect all fishermen and would hurt them. I had thought of this for a long time and have come up with a alternate plan. What if we say 18" would be the maximum height for all metal gear in the harbor and allow the overall height to be 24" as long as anything between 18" and 24 " be nothing but plastic. This would help the fishermen but not significantly hurt any other user group. When you think of it, it's pretty close to what we already have happening in the harbor now. I stopped by Mike Flanagan's offices to tell him my idea and he is on board with it. I also presented it to all the fishermen whose beds I visited last week and everyone except a couple thought it was a good idea. The only ones who didn't like it were those who have recently purchased oyster "condos" which are manufactured at 24" and one is pictured at the bottom of page 3. If these people want to use these devices they would have to cut them down to 18" but they could attach a bag on top so they can still have the grow out capacity and be legal. Hopefully we can have a good discussion and not yell and point fingers which unfortunately happens all too often. When I accepted this job in 2003, I was very excited to roll up my sleeves and do some good things. I still have passion for the job but realized there are certain things that will never change. I can't understand that people who have a problem with the way I do things, don't come to me first to discuss it and come to a solution. Generally it's only a very small percent who constantly complain yet they don't have time to come to a Shellfish Advisory meeting or a selectmen's meeting and get involved or come forth with new ideas. It is really frustrating that when you take it upon yourself to try new things, a small percent will come forth and complain and if you do nothing your considered useless. I stated early in my career here that I wanted everybody's knowledge so together we can do some great things in Wellfleet and nearly twelve years later, I am still waiting. However as long my career lasts, it was apparent by talking to many fishermen last week I still have tremendous support here and despite a few " haters" I will continue to have passion for the job. I hope this letter better helps explain the situation we have before us and I encourage each of you to call me with any concerns before the meeting

Sincerely

Andrew Koch
Shellfish Constable
508.962.8956

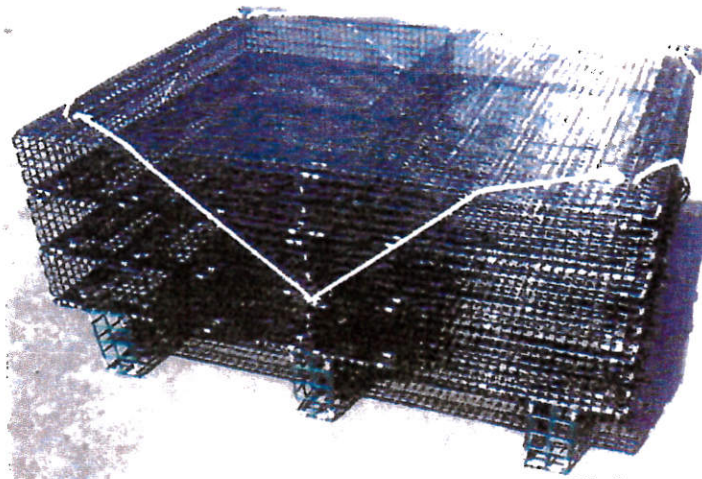






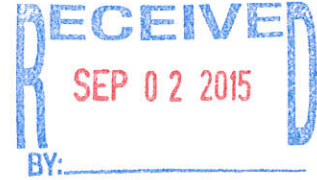
Oyster-Growing

[http://www.lobstering.com/aquaculture products.htm](http://www.lobstering.com/aquaculture%20products.htm)



Triple stack cage in 3/4" mesh with 3 end capped feet and optional interior dividers. Cages are 3' X 4'.

Town of Wellfleet
Police Department



September 2, 2015

To: Board of Selectmen
From: Chief Ronald L. Fisette

Subject: SPECIAL POLICE OFFICERS APPOINTMENT

I request the following individual(s) be appointed as a Special Police Officer.


Appointment Period: September 09, 2015 through September 08, 2016

Brandon Murphy – Has served as one of our Community Service Officer for the 2015 summer season. He recently graduated from the Reserve Police Officer Academy.

Suzanne Trasavage – Is currently our Animal Control Officer and has recently graduated from the Reserve Police Academy.

John Szucs – Is currently a full time professor at Cape Cod Community College. He has been appointed as a Wellfleet Special Officer in prior years. He recently left the Barnstable County Sheriff's Office as the Assistant Director of Criminal Investigations. Prior to that he was a full time police officer with the Eastham Police Department.

Respectfully submitted for your information and consideration.



Ronald L. Fisette,
Chief of Police

cc: Harry Terkanian, Town Administrator

TOWN OF WELLFLEET
APPLICATION FOR PERMIT TO USE TOWN OWNED PROPERTY

Applicant: Paul Curley

Affiliation or Group: American Lung Association

Telephone Number: 781 314 9002, cell 508 942 4621 Mailing Address: 260 W. Exchange St., Ste 102 B

Email address: biketrek@lungne.org

Providence, RI 02903

Town Property to be used (include specific area) White Crest Beach Parking Lot and Bathrooms across the street.

Date(s) and hours of use: Sunday, September 27th 2015 from 8 am to 11 am

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

Water Stop for the 31st Annual Autumn Escape Bike Trek, we will set up a table in the corner of the lot for drinks and snacks. We would also like access to the bathrooms across the street as in years past.

We have about 300 riders. No fees will be charged.

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

Unlock bathrooms

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

Action by the Board of Selectmen:

_____ Approved as submitted

_____ Approved with the following condition(s): _____

_____ Disapproved for following reason(s): _____

Date: _____


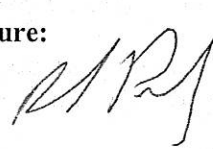
Processing Fee: Paid 50.00

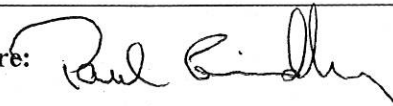
Fee: _____

(over)

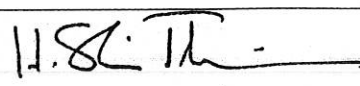
APPLICANT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSPECTIONS

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

Police Dept. Signature:  8/12/15	Fire Dept. Signature:  8/12/15
Comments/Conditions:	Comments/Conditions:
OK	OK

DPW Signature: 	Beach Dept. Signature:
Comments/Conditions: Parking lot clean up and trash disposal is the responsibility of event staff, also recycling if applicable.	Comments/Conditions:

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

Recreation Dept. Signature:	Town Administrator: 
Comments/Conditions:	Note DPW comments. Potential cost to open restroom Comments/Conditions: Has event fee been paid? No information on prior events.

except approved in 2013 no fee.
Cost to open + close restrooms \$100.

TOWN OF WELFLEET
APPLICATION FOR PERMIT TO USE TOWN OWNED PROPERTY

Applicant Lydia Vivante Affiliation or Group Recycling Comt.
Telephone Number 508 349 6619 Mailing Address 320 Main Street
Email address vivantelydia@gmail.com Welfleet, MA 02667
Town Property to be used (include specific area) Swap Shop and
exterior
Date(s) and hours of use: SEPTEMBER 13, 2015 SUNDAY 12-3 PM

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

Swap Shop Celebration / Annual Meeting
to thank volunteers and celebrate the one-year anniversary
of its reopening. Small tent, umbrellas, tables.
Catered lunch. Parking in 'back yard'. NO FEE.

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

Orange safety cones for parking area.

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

Action by the Board of Selectmen:

_____ Approved as submitted

_____ Approved with the following condition(s): _____

_____ Disapproved for following reason(s): _____

Date: AUG 26 2015

Processing Fee: 20.00 paid

Fee: _____

(over)

APPLICANT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSPECTIONS

Health/Cons. Agent Signature: IN LIEU OF HILLARY

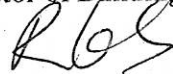


Comments/Conditions:

HEALTH DEPT. ~~IS~~ NOT IN FAVOR

Permits/Inspections needed: OF HAVING FOOD
SERVICE AT A SITE ASSIGNED
FOR SOLID WASTE DISPOSAL

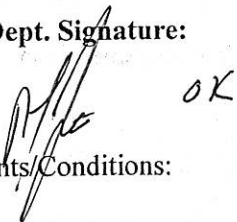
Inspector of Buildings Signature:



Comments/Conditions:

ANY TENTS USED FOR ASSEMBLY
Require Permit
Permits/Inspections needed:

Police Dept. Signature:

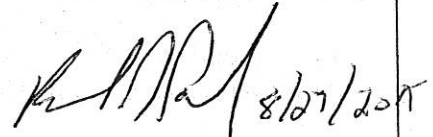
 OK

9/2/15

Comments/Conditions:

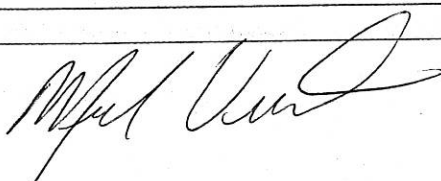
Fire Dept. Signature:

OK

 8/27/2015

Comments/Conditions:

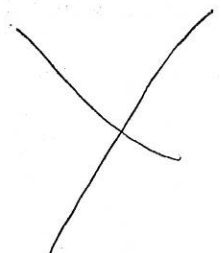
DPW Signature:



Comments/Conditions

OK 9/2/15

Beach Dept. Signature:



Comments/Conditions:

Shellfish Constable Signature:



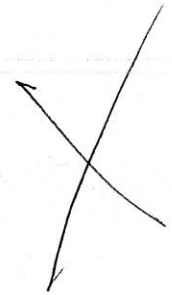
Comments/Conditions:

Harbormaster Signature:



Comments/Conditions:

Recreation Dept. Signature:



Comments/Conditions:

Town Administrator:

Comments/Conditions:

2105 05 00A
Note health dept & building
Dept comments - Applicant
mailed about Health Agent
comment 9/2/15

**TOWN OF WELLFLEET
BUDGET POLICY
FISCAL YEAR 2017**

It shall be the policy of the Town of Wellfleet that this Budget Policy articulates the Town's priorities and goals and provides an overview of the issues to be addressed during the Town of Wellfleet's budget process. This policy is adopted pursuant to Town Charter section 7-2-1 and Board of Selectmen's Policy 2013-02, Budget and Fiscal Management Policy.

BUDGET COMPLIANCE: The Budget will be estimated in accordance with all applicable laws.

BUDGET COMPONENTS: The Budget shall be composed of the General Fund Operating Budget, the Marina Enterprise Fund Budget, the Water System Enterprise Fund Budget, the Capital Budget, the ten year Capital Improvement Plan and any budget Articles proposed for the Annual Town Meeting Warrant. The Capital Budget shall consist of capital requests to be funded from available funds including the tax levy; capital requests to be funded by borrowing shall be set forth in separate articles. The Budget should include financial results for the previous year and the current year to date. Object codes and summaries should be consistent across all organizational units. The Budget shall also include detailed revenue estimates and projections which will be created with the input of the Department Heads and the Town Accountant.

ENTERPRISE FUNDS: The Town of Wellfleet shall propose budgets for the Enterprise Funds that are self-supporting without a property tax transfer and which shall also reasonably and accurately allocate indirect costs.

CAPITAL BUDGET: The Capital Budget is important because regular replacement of worn out or obsolete equipment and prompt maintenance of facilities are important steps to avoid larger future expenditures which can result from delayed replacement or maintenance. The Town of Wellfleet shall propose a Capital Budget for the upcoming Fiscal Year that will include all capital projects and items with an overall expenditure of at least \$5,000 and a life expectancy of greater than one year.

CAPITAL IMPROVEMENT PLAN:¹ The Town of Wellfleet shall propose a ten year Capital Improvement Plan that will encompass any capital project or item with an overall expenditure of at least \$5,000 and a life expectancy of at least one year. Inclusive within the Capital Improvement Plan shall be a breakdown of the possible additional operational costs associated with the capital project or item, including whether additional personnel may be required. (The FY 2017 Capital Improvement Plan has been previously approved and can be found at: http://www.wellfleet-ma.gov/sites/wellfleetma/files/file/file/fy_2017_capital_improvement_plan_with_exhibits.pdf)

The Town Administrator will review and revise the approved FY2017 Capital Improvement Plan with Department Heads during the fall budget planning process.

¹ See Town Charter section 7-5.

After completion of the 2016 Annual Town Meeting and in accordance with Charter section 7-5 the Town Administrator shall begin the process of updating the FY 2017 Capital Improvement Plan for FY 2018.

BUDGET DEVELOPMENT: Department Heads shall make appropriate and well-reasoned budget submittals to the Town Administrator by November 9, 2015. The Town Administrator shall submit his proposed budget to the Board of Selectmen and the Finance Committee on December 4, 2015.

Where personnel costs are unknown due to pending contract negotiations department budgets shall include personnel costs based on FY 2016 costs. Required salary adjustments will be proposed in a separate article or articles.

PUBLIC MEETINGS ON THE PROPOSED BUDGET AND BUDGET

APPROVALS: The Town Board of Selectmen and the Finance Committee shall hold joint budget workshops at 7:00 p.m. on Tuesdays or Wednesdays in December and in January. Department Heads will only need to be present at budget workshops if requested by the Board of Selectmen, the Finance Committee or the Town Administrator. The Board of Selectmen shall approve its proposed budget by the end of January. The Board of Selectmen's proposed budget may be subject to modifications if subsequent additional or unexpected budget or revenue information, including regional school district assessments or adjustments to state revenue or charges, becomes available prior to the Annual Town Meeting. Any modifications to the budget will be dated and consolidated where possible. The Finance Committee shall hold at least one Public Hearing on the proposed budget and shall make its recommendations on the proposed budget by March 4, 2016.

ADDITIONAL REQUESTED BUDGET AMOUNTS: Additional requested budget amounts above the previous year's budget request are not encouraged but will be considered if justification for such additional amounts is included with the budget materials. Justification and any supporting documents shall be submitted by department heads as a separate submission. Priority will be given for requests that place a minimum reliance upon the property tax to fund these endeavors and for requests required to meet legal obligations of the Town of Wellfleet.

NON-PROPERTY TAX REVENUE SOURCES: The Town of Wellfleet shall continue supporting the concept that user fees, reasonable sponsorships and other non-property tax revenues be utilized to help offset the property tax and, to the fullest extent practical, be devised to recoup the costs of supplying a particular service. The Town Administrator in preparation of the budget shall review current department fee structures and charges for services and propose modifications as deemed necessary and appropriate.

BUDGET TIMETABLE: Due dates and deadlines are specified in the "Fiscal 2017 Budget and 2016 Annual Town Meeting and Annual Town Election Schedule" Adopted by the Board.

THE BOARD OF SELECTMEN ADOPTS THE FOLLOWING FISCAL MANAGEMENT GOALS FOR FISCAL YEAR 2017:

- To work towards presenting a balanced budget, within the constraints of Proposition 2 ½, without requesting an override². Based on the Fiscal 2016 operating budget (\$15,903,218), an increase of 2 ½% in the operating budget would result in an operating budget for Fiscal 2017 of about \$16,300,000.
- The Selectmen's Budget and Financial Management Policy specifies annual capital expenditures (exclusive of items financed by borrowing) of between three and seven percent of the operating budget. The Fiscal 2017 capital budget, based on the same set of operating budget assumptions, should therefore be between \$490,000 and \$1,140,000.
- Not to authorize any new significant program without an identified financing source to pay for said program.
- Not to authorize any new full time personnel beyond current authorized levels. However, if any such new personnel are funded the positions shall be valued at a cost that includes both salary and benefits.
- To replace open positions with part time or full time employees as appropriate for the position.
- The maximum utilization of funds from all revenue sources to fund programs.
- Whenever possible and reasonable, to cultivate productivity improvements that could lead to realized savings.
- Whenever possible and reasonable, to investigate regional opportunities that could lead to realized savings.
- The Town Administrator shall review regularly the methods of operation, program service delivery and expenditure of resources in the various Town departments to ensure maximum efficiency for the Town of Wellfleet.
- To gradually increase its annual OPEB appropriation to achieve a level of \$400,000 by FY2018. The FY2015 and 2016 contributions were \$200,000; the goal for FY2017 is \$250,000.
- To gradually increase the Stabilization Fund to approximate 5.0% of the annual operating budget. \$50,000 was transferred to the Fund at the 2014 annual town meeting. No funds were transferred at the 2015 annual town meeting. The Fund balance as of June 30, 2015 was approximately \$556,817.43. Based on policy goals the fund balance should be \$815,500. A transfer of \$75,000 annually for the next several years will be required for this goal to be reached.
- To maintain the Reserve Fund at an amount equal to 0.5% of the operating budget. For Fiscal 2016 the Reserve Fund was budget at \$75,000 and met this

² The FY 2016 budget increased about 3.9% over FY 2015 resulting in the use of \$248,000 from free cash for budget items.

goal. Because the unexpended Reserve Fund balance reverts to free cash at the end of each fiscal year it must be appropriated in full each budget cycle. The estimated appropriation required to meet this goal for FY 2017 is \$81,500.

- To maintain a free cash balance equal to approximately 4.5% of the operating budget. The estimated free cash balance required to meet this goal for FY 2017 is \$733,500.

Adopted:

DRAFT

FY 2017 Annual Budget, Annual Town Meeting and Annual Town Election Schedule

SEPTEMBER		
DATE	ACTION	WHO
September 11, 2015	TA: Prepare draft Budget Policy Statement and draft Annual Town Meeting Calendar for submission to BOS	TA
September 22, 2015	BOS MEETING: Review draft Budget Policy Statement and draft Annual Town Meeting calendar	BOS
September 23, 2015	FINCOM MEETING: Review draft Annual Town Meeting calendar	FinCom
September 30, 2015	Certify Free Cash	Accountant
September 30, 2015	Estimate revenues for FY2017 based on financial analysis of previous fiscal years	Accountant
OCTOBER		
DATE	ACTION	WHO
October 13, 2015	BOS MEETING: Issue FY2017 Budget Policy Statement (Charter Sec. 7-2-1 'On or before the 31st of October of each year, the BOS shall prepare and issue a policy statement relating to the budget for the ensuing Fiscal Year.'))	BOS/TA/ATA
October 13, 2015	BOS MEETING: Set date for budget submission and distribute Budget Message per Budget Policy Statement (see above Charter Sec 7-2-2)	BOS/TA/ATA
October 15, 2015	Distribute budget materials to department heads	EA
October 21, 2015	FINCOM MEETING	FinCom
October 27, 2015	BOS MEETING	BOS
October 31, 2015	FINAL deadline date for BOS Budget Policy Statement and BOS/FinCom to set date for budget submission (see above Charter Sec 7-2-2)	FinCom
NOVEMBER		
DATE	ACTION	WHO
November 5, 2015	DEADLINE for submission of Operating Budget and CIP change requests to FY2017 CIP to EA	Dept Heads
November 10, 2015	BOS MEETING	BOS
November 9-13, 2015	Individual Dept Head Meetings w TA. Alert FinCom liaison to Depts of specific meeting date	TA/EA/Dept Heads/FinCom
November 18, 2015	FINCOM MEETING	FinCom
November 24, 2015	BOS MEETING: Schedule joint FinCom BIG 5 Budget Review on December 15, 2015	BOS

DECEMBER		
DATE	ACTION	WHO
December 1, 2015	Request Annual Reports from officers, boards & committees	EA
December 4, 2015	Submission of budget documents and budget message to BOS + FinCom. Include FY17 budget documents + message in BOS Packets	TA/ATA
December 4, 2015	Develop 5 Year Budget Outlook for Wellfleet	Town Accountant
December 4, 2015	Budget materials made available to public	EA
December 8, 2015	BOS MEETING: Distribute budget packets for the Big 5 Budgets	TA/EA
December 11, 2015	Send memo requesting proposed ATM Articles + Transfer Requests to Dept + Committee Heads. Deadline for submission Jan 31, 2016	EA
December 15, 2015	SPECIAL JOINT BOS/FINCOM MEETING: Joint BOS/FinCom Budget Review meeting of five largest Department Budgets	BOS/Dept Heads/FinCom
December 31, 2015	2015 ANNUAL REPORT SUBMISSIONS DUE	All Depts/Boards/Committees
JANUARY		
DATE	ACTION	WHO
January 4, 2016	First day to obtain nomination papers for Town Election	Clerk
January 8, 2016	Develop draft ATM Article Index	ATA/EA
January 8, 2016	Update revenue estimates based on first 6 months of the current fiscal year	Accountant
January 12, 2016	BOS MEETING: Submit FY17 Regional School Budget Development Schedule to BOS with January 12, 2016 packets	TA
January 12, 2016	BOS MEETING: Submit draft ATM Article Index to BOS	ATA/EA
January 20, 2016	FINCOM MEETING: Dept Heads may be invited to attend to answer budget questions	Dept Heads
January 26, 2016	BOS MEETING: Submit 5 Year Budget Outlook for Wellfleet to BOS with BOS Packets for January 26, 2016	TA/Accountant
January 26, 2016	BOS MEETING: Review and place ATM Articles	BOS
January 29, 2016	Distribute placed Articles to Boards/Committees	EA

FEBRUARY		
DATE	ACTION	WHO
February 2, 2016 [tentative date - confirm with School Committee]	School Committee Meeting - Final budget review + vote to approve FY2017 regional school budget	School Committee
February 5, 2016	Deadline to receive proposed ATM Articles + Transfer Requests from Dept + Committee Heads	Dept + Committee Heads
February 9, 2016	BOS MEETING: Review and place ATM Articles + review Elementary School, Tech School + NRSD Budget w FinCom at joint meeting	BOS/FinCom/School Reps
February 10, 2016	Distribute placed Articles to Boards/Committees	EA
February 11, 2016	TENTATIVE - Receive approved regional school budget	NRSD Business Manager
February 23, 2016	BOS MEETING: Review and place ATM Articles	BOS
February 24, 2016	FINCOM MEETING: Dept Heads may be invited to attend to answer budget questions	Dept Heads
February 26, 2016	Distribute placed Articles to Boards/Committees for recommendations	EA
February 26, 2016	FINCOM to submit final budget recommendations to TA	FinCom
February 29, 2016	Deadline for petitioned articles (" Prior to March 1 " - Charter 2-4-2)	Registered Voters
MARCH		
DATE	ACTION	WHO
March 1, 2016	Submit Articles other than budget Articles to FinCom	BOS through TA/ATA
March 3, 2016	<u>Submit Annual Town Report TO PRINTER</u>	EA
March 8, 2016	BOS MEETING: Place and vote final ATM Articles	BOS
March 9, 2016	Distribute placed Articles to Boards/Committees	EA
March 10, 2016	Last day to obtain nomination papers for Town Election (MGL c. 53, s. 9A)	Clerk
March 11, 2016	Deadline for certification to Town of NRSD and Cape Tech assessments (45 days before the earliest town meeting of a member town?)	Regional School Committees
March 11, 2016	FINAL Board/Committee recommendations due to TA's office in order to be printed in the ATM Warrant	Board/Com Chairs + Com Secretaries
March 14, 2016	Last day to submit nomination papers to the Board of Registrars (MGL c. 53, s.7)	Clerk
March 17, 2016	Final Review of Warrant	TA/ATA/EA
March 22, 2016	BOS MEETING: Final Article recommendations and vote on Warrant. BOS Sign Warrant (5 copies).	BOS
March 23, 2016	Constable to Sign Warrant (5 copies). Constable to post.	EA
March 23, 2016	FINCOM MEETING	FinCom
March 24, 2016	Submit Warrant to printer	EA
March 28, 2016	Last day to file nomination papers with the Town Clerk (MGL c. 53, s. 10)	Clerk
March 30, 2016	Last day to object to or withdraw nomination papers (MGL c. 53, s. 11)	Clerk

APRIL		
DATE	ACTION	WHO
April 1, 2016	Distribute CIP request forms. Due May 1, 2016	EA
April 5, 2016	Last day to register to vote at ATM and Annual Town Election (MGL c. 51, ss 26, 28)	Town Clerk
April 12, 2016	BOS MEETING	BOS
April 13, 2016	Deadline for posting and mailing Warrants ("14 days prior to ATM" Charter 2-6-3)	Printer
April 13, 2016	Finalize Article Motions	TA/ATA/EA
April 18, 2016	[Tentative] Group conference call with Town Counsel to review and finalize Motions	Town Counsel TA/ATA/BOS Chair
April 18-21, 2016	Create Power Point Presentation with Articles and Motions for ATM	EA
April 20, 2016	FINCOM MEETING	FinCom
April 25, 2016	BOS MEETING: Special meeting immediately preceding ATM	BOS
April 25, 2016	ATM ("4th Monday in April" - Charter 2-6-1)	ALL
April 26, 2016	RESERVED FOR SECOND DAY OF ATM	ALL
MAY		
DATE	ACTION	WHO
May 2, 2016	FY2017 CIP request forms due from Department Heads	EA
May 2, 2016	Annual Town Election ("First Monday after the fourth Monday in April" Charter 2-6-1)	Town Clerk
May 3-27, 2016	Prepare FY 2017 Capital Improvement Plan	TA
May 10, 2016	BOS MEETING	BOS
May 24, 2016	BOS MEETING: Submit FY2017 CIP to BOS + FinCom	EA
May 25, 2016	FINCOM MEETING	FinCom
JUNE		
DATE	ACTION	WHO
June 1, 2016	DEADLINE Charter Sec 7-5-2: 'The CIP shall be submitted to the FINCOM + BOS not later than the 1st of June.'	TA
June 14, 2016	BOS MEETING	BOS
June 22, 2016	FINCOM MEETING	FinCom
June 28, 2016	BOS MEETING	BOS
June 30, 2016	DEADLINE Charter Sec 7-5-2: 'Within 30 days the FINCOM shall prepare and submit a report and its recommendations on the CIP to the TA and the BOS.'	FinCom
TBD: CIP Public Hearing	Charter Sec 7-6-1: 'The FINCOM shall publish...the general summary of the CIP and a notice stating: (a) the times and places where copies of the CIP are available for inspection; (b) the date, time, and place, not less than seven days following such publication, when the Committee shall conduct a public hearing on said Plan.'	FinCom

Information Technology Acceptable Use Policy

Adopted:

This document formalizes the policy for employees and contractors ("users") of all Town of Wellfleet ("Town") **information technology resources**; ("ITRs"), including computers, printers and other peripherals, programs, data, local and wide area networks, and the Internet. Use of Town ITRs by any employee or contractor shall constitute acceptance of the terms of this policy and any such additional policies.

1. User Responsibilities

It is the responsibility of any person using Town ITRs to read, understand, and follow this policy. In addition, users are expected to exercise reasonable judgment in interpreting this policy and in making decisions about the use of ITRs. Any person with questions regarding the application or meaning of this policy should seek clarification from appropriate management. Failure to observe this policy may subject individuals to disciplinary action, including termination of employment.

2. Acceptable Uses

The Town firmly believes that ITRs empower users and make their jobs more fulfilling by allowing them to deliver better services at lower costs. As such, employees and contractors are encouraged to use ITRs to the fullest extent in pursuit of the Town's goals and objectives.

3. Unacceptable Uses of Town ITRs

Unless such use is reasonably related to a user's job, it is unacceptable for any person to use Town ITRs:

- in furtherance of any illegal act, including violation of any criminal or civil laws or regulations, whether state or federal
- for any political purpose
- for any personal or commercial purpose
- to send threatening or harassing messages, whether sexual or otherwise
- to access or share sexually explicit, obscene, or otherwise inappropriate materials
- to infringe any intellectual property rights including distribution or use of computer programs and media files in violation of copyright or licensing terms
- to gain, or attempt to gain, unauthorized access to any computer or network
- for any use that causes interference with or disruption of network users and resources, including propagation of computer viruses or other harmful programs

- to intercept communications intended for other persons
- to misrepresent either the Town or a person's role at the Town
- to distribute chain letters,
- send unsolicited bulk email.
- by using or installing unapproved software
- to access online gambling sites or
- to libel or otherwise defame any person

4. Data Confidentiality

In the course of performing their jobs, Town employees and contractors often have access to confidential or proprietary information, such as personal data about identifiable individuals or commercial information about business organizations. Under no circumstances is it permissible for employees or contractors to acquire access to confidential data unless such access is required by their jobs. Under no circumstances may employees or contractors disseminate any confidential information that they have rightful access to, unless such dissemination is required by their jobs. No ITR which contains confidential information may be removed from Town property.

5. Copyright Protection

Computer programs and media files are valuable intellectual property. Software publishers and media distributors can be very aggressive in protecting their property rights from infringement. In addition to software, legal protections can also exist for any information published on the Internet, such as the text and graphics on a web site. As such, it is important that users respect the rights of intellectual property owners. Users should exercise care and judgment when copying or distributing computer programs or information that could reasonably be expected to be copyrighted or licensed.

6. Computer Malware

Users should exercise reasonable precautions in order to prevent the introduction of a computer malware into the local area or wide area networks. Malware scanning software should be used to check any software downloaded from the Internet or obtained from any questionable source. In addition, executable files (program files that end in ".exe") should not be stored on or run from network drives. Finally, it is a good practice to scan removable media periodically to see if they have been infected. Programs downloaded from the Internet should never be installed on Town computers without the assistance of Town IT Staff.

7. Network Security

Most desktop computers are connected to a local area network, which links computers within the Town and, through the wide area network, to most other computers in local government. As such, it is critically important that users take particular care to avoid compromising the security of the network. Most importantly, users should never share their passwords with anyone else, and should promptly notify Town IT personnel if they suspect their passwords have been compromised. In addition, users who will be leaving their PCs unattended for extended periods should either log off the network or have a password-protected screen savers in operation. Finally, no user is allowed to access other external networks remotely unless they have received specific permission from Town IT personnel.

8. E-mail

Emails are public records and are subject to being produced in response to public records requests and may be discoverable in court proceedings. Because e-mail addresses identify the organization that sent the message (first name last name @wellfleet-ma.gov), users should consider e-mail messages to be the equivalent of letters sent on official letterhead. For the same reason, users should ensure that all e-mails are written in a professional and courteous tone. Finally, although many users regard e-mail as being like a telephone in offering a quick, informal way to communicate, users should remember that e-mails can be stored, copied, printed, or forwarded by recipients. As such, users should not write anything in an e-mail message that they would not feel just as comfortable putting into a memorandum.

9. No Expectation of Privacy

Town ITRs are the property of the Town and are to be used in conformance with this policy. The Town retains control and the right at any time to inspect any user's computer, any data maintained in it or in any network location, and any data sent or received by that computer. Users should be aware that network administrators, in order to ensure proper network operations, routinely monitor network traffic. Use of Town ITRs constitutes express consent for the Agency to monitor and/or inspect any data that users create or receive, any messages they send or receive, and any web sites that they access.

10. Removal of ITRs from Town Property

No ITR may be removed from Town property without written permission from the employee's supervisor or the Town Administrator. Any removed equipment must be returned in the same or better condition than when removed. Employees are financially responsible for loss or damage to ITRs in their possession.

Social Media Policy

Adopted:

Purpose

The following policy pertains to official (“Town”) and non-official (“Personal”) use of social media services and tools. The Town permits the use of social media sites as a means to disseminate information from the Town to the members of the public. Consequently, the Town has both an expectation and a responsibility regarding the integrity and presentation of information posted on its social media sites and the content that is attributed to the Town, its Departments and its officials.

Definitions

“Social media sites” means content created by individuals using publishing technologies through and on the Internet. The types of content and examples of services to which this policy applies include, but are not limited to:

- Media Sharing - Examples: YouTube, Flickr, iTunes
- Blogging/Microblogging - Examples: WordPress, Blogger, Twitter
- Social Networking - Examples: Facebook, MySpace, LinkedIn, Ning
- Document and Data Sharing Repositories - Examples: Scribd, SlideShare, Socrata
- Social Bookmarking - Delicious, Digg, Reddit
- Widgets - Examples: Google Maps, AddThis, Facebook "Like"

“Town social media sites” means social media sites and content which the Town establishes and maintains, with the exception of content from advertisements or hyperlinks provided by the social media site’s owners, vendors, or partners. Town social media sites do not replace the Town’s required notices and standard methods of communication.

“Posts” or “postings” means the content, information, articles, pictures, videos or any other form of communication posted on a Town social media site.

Guidelines

1. The establishment of Town social media sites is subject to the prior written approval of the Department Head with the concurrence of the Town Administrator or his/her designee.
- 2. The Town reserves the right to edit the contents of or terminate any Town social media site at any time without notice.**
3. The contents of Town social media sites shall pertain only to Town-sponsored or Town-endorsed programs, services, and events. Contents include, but are not limited to, information, photographs, videos, and hyperlinks.
4. All Town social media sites shall adhere to applicable federal, state and local laws, regulations and policies. This adherence includes, but is not limited to laws pertaining to Copyright and Fair Use.

5. Any content maintained on a Town social media site that is related to Town business, including a list of subscribers, posted communication, and communication submitted for posting, shall be considered a public document.

6. Employees representing the Town on Town social media sites shall conduct themselves at all times as a professional representative of the Town and in accordance with all Town policies. These policies include but are not limited to Town policies on Discrimination, Harassment or Workplace Violence.

7. Postings must contain information that is freely available to the public and not be proprietary or confidential as defined by any Town policy or state or federal law.

8. Any employee authorized to post items on any of the Town's social media sites shall review, be familiar with, and comply with the social media site's use policies and terms and conditions.

9. Any employee authorized to post items on any of the Town's social media sites shall not express his or her own personal views or concerns through such postings. Postings shall reflect only information authorized by the Town, acting through its designated representatives.

10. Town social media sites should use authorized Town contact information for account set-up, monitoring and access. The use of personal email accounts or phone numbers by any Town employee is not allowed for the purpose of setting-up, monitoring, or accessing a Town social media site.

11. Absent prior authorization, postings to Town social media sites shall NOT contain any of the following:

- Comments in support of, or opposition to, political campaigns, candidates or ballot measures;
- Profane language or content;
- Content that promotes, fosters, or perpetuates discrimination on the basis of race, creed, color, age, religion, gender, marital status, military services, national origin, physical or mental disability, sexual orientation, as well as any other category protected by federal, state, or local laws;
- Sexual content or links to sexual content;
- Solicitations of commerce;
- Conduct or encouragement of illegal activity;
- Information that may tend to compromise the safety or security of the public or public systems; or
- Content that violates a legal ownership interest of any other party.

Non-official/personal use

Town employees who use social media and social networking services and tools for strictly personal use outside of the workplace do not require approval to do so. However, the Town recognizes that these types of tools sometimes blur the line between

professional and personal interactions. Therefore, Town employees are reminded that as representatives of the Town the above rules and guidelines must be taken into consideration when participating in these services at any time, particularly when identifying themselves as employees of the Town or when context might lead to that conclusion. Town employees should use discretion and common sense when employing social media to prevent inadvertently compromising professional, legal, or ethical standards. Town employees should refrain from using social media services and tools for personal use while on work time or when using Town provided equipment, unless it is work-related as authorized by the Department Head. Town employees should have no expectation of privacy when using social media sites at the workplace, or when using Town computers, systems or other technology. **The Town reserves the right to access, view and act upon any information on its computers, systems or other technology without notice.**

In a publicly accessible forum, Town employees may not disclose any Town-related information that is not already considered public information. This rule applies even in circumstances where password or other privacy controls are implemented. Failure to comply may result in disciplinary action. This policy, however, does not prevent Town employees from discussing the terms or conditions of their employment, unfair labor practices, or otherwise exercising their rights to collective bargaining.

Non-Compliance

Non-compliance with this policy may result in any or all of the following:

- Limitation or revocation of individual or unit rights to use or participate in Town-related social media;
- Removal of posts or social media accounts; and/or
- Corrective or disciplinary actions and sanctions.



TOWN OF WELLFLEET

300 MAIN STREET WELLFLEET MASSACHUSETTS 02667

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

www.wellfleetma.org

To: Board of Selectmen
From: Harry Sarkis Terkanian, Town Administrator
Subject: Fall Tax Bill Inserts
Date: August 26, 2015
CC: Town Collector

The Town has the ability to include non political information with tax bill mailings. MGL chapter 60, section 3A (d) provides as follows:

The collector may, with the approval of the board of selectmen or mayor, as the case may be, include in the envelope or electronic message in which a property tax bill is sent nonpolitical municipal informational material; provided, however, that if such nonpolitical municipal informational material is mailed, it shall not be included if the material causes an increase in the postage required to mail the tax bill.

As a practical matter, that limits the inserts to three one-third page messages. The Town Collector has an information insert. The Taxation Aid Committee usually has an insert.

Since communication with property owners is a large part of the recent discussions about snow and ice removal, an insert summarizing the Town's current policy is an obvious choice for the third insert.

As A Reminder

Dear Private Paved Road Residents,

As a reminder the deadline to make improvements to your private paved road for snow removal and sanding has been extended to the winter of 2016 - 2017. Improvements may include roadside brushing, canopy, pavement improvements and signage. The policy and list of roads included is listed on the Town of Wellfleet's website: www.wellfleet-ma.gov. Please note it is in the residence best interest to comply with the requirements. Roads that endanger equipment and personnel may not be plowed. Roads that cannot be accessed may make it difficult for an emergency response.

The Police, Fire and Department of Public Works will conduct inspections. The deadline for inspections is Friday, October 28, 2016. Please call 508-349-0315 with any questions or to schedule an inspection once improvements have been made.



July 28, 2015

To Whom It May Concern:

Each year, we lose around 35 Cape & Island residents to suicide. And for each of these suicide deaths, there are an estimate 6 additional people who are profoundly affected by that loss—like a parent, child, or spouse. Suicide is a public health issue in our communities; and it is preventable.

In recognition of National Suicide Prevention Month, the Cape & Islands Suicide Prevention Coalition is seeking to have September proclaimed "Suicide Prevention Month" or the week of September 6-13th named "Suicide Prevention Week" in all of the Cape and Islands towns.

We aim to recognize this painful and often hidden part our communities, to demonstrate our commitment to suicide prevention, and to send a message of hope to those struggling, grieving, or affected in any way by suicide. We know that by decreasing the stigma that surrounds suicide, we increase the likelihood that someone will reach out for help.

Please accept this proclamation request for the selectman's agenda for an early September or late August meeting (Sample proclamation wording is attached) I appreciate your consideration of this request, and look forward to hearing from you.

Many thanks,

Kelly Welch
Training and Event Coordinator
CISPC



TOWN OF WELLFLEET

300 MAIN STREET WELLFLEET MASSACHUSETTS 02667

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

www.wellfleet-ma.gov

BOARD OF
SELECTMEN

TOWN
ADMINISTRATOR

ASSISTANT
TOWN ADMINISTRATOR

PROCLAMATION SUICIDE PREVENTION WEEK

WHEREAS, In the United States, one person dies by suicide every 12 minutes; and 112 people die by suicide each day in the U.S.; and

WHEREAS, suicide is the second leading cause of death for Massachusetts residents ages 15-34 and the suicide rate on the Cape and Islands is 1.4 times higher than the State average; and

WHEREAS, suicide is a tragic and disruptive event for families and communities ~ it is estimated that there are 5 million survivors who have lost a loved one to suicide; and

WHEREAS, suicide is a public health issue, it is a community problem and through education and awareness of the issue a great number of suicides can be prevented;

THEREFORE, the Wellfleet Board of Selectmen does hereby officially designate the week of September 6 - 13, 2015 as “**SUICIDE PREVENTION WEEK**” in Wellfleet Massachusetts.

Wellfleet Board of Selectmen

By: _____
Dennis Murphy, Vice Chairman



Town of Wellfleet

Memo

To: Harry Terkanian, Town Administrator
Board of Selectmen

From: Brian Carlson, Assistant Town Administrator

Date: September 2, 2015

Re: *Green Communities Grant Award Contract – Approval of new signatory*

The Town of Wellfleet has applied to use grant funding in the amount of **\$140,000** to fund project management costs and the following energy conservation measures: in Town Hall, replacement of fan motors in fan coils with electric commutative motors and an oil to propane heating system fuel conversion with new efficient boiler; at the Elementary School, DHW demand controller with mixing valve and variable frequency drives and efficient motors; and at the DPW Barn, a new heating system with infrared units for the large maintenance bay and installation of an efficient propane boiler; and implementation of approved energy conservation measures in municipal buildings.

The attached contract document is the contract between DOER and the Town of Wellfleet for the funding awarded at the time of Wellfleet's Green Community Designation.

Mr. Pilcher is the designated signatory for this contract but we need a new signatory to be approved by the Board so that the contract can be signed and executed with the State.

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: Department of Energy Resources MMARS Department Code:	
Legal Address: (W-9, W-4,T&C): 300 Main Street, Wellfleet, MA 02667		Business Mailing Address: 100 Cambridge Street, Suite 1020, Boston, MA 02114	
Contract Manager: Brian Carlson		Billing Address (if different):	
E-Mail: brian.carlson@wellfleet-ma.gov		Contract Manager: Jane Pfister	
Phone: 508-349-0349	Fax: 508-349-0305	E-Mail: jane.pfister@state.ma.us	
Contractor Vendor Code:		Phone: 617-626-1194	Fax: 617-727-0030
Vendor Code Address ID (e.g. "AD001"): AD ____ (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s):	
RFR/Procurement or Other ID Number: PON-ENE-2012-011			
<u>X</u> NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> Department Procurement (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget) <input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget)		<u> </u> CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment: _____, 20 ____ Enter Amendment Amount: \$ _____. (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <input type="checkbox"/> Amendment to Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> 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. <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> 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. <input type="checkbox"/> 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.) <input checked="" type="checkbox"/> Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or <i>new</i> Total if Contract is being amended). \$ <u>140,000</u>			
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: <input checked="" type="checkbox"/> agree to standard 45 day cycle <input type="checkbox"/> statutory/legal or Ready Payments (G.L. c. 29, § 23A); <input type="checkbox"/> 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.) <i>This is a grant agreement to provide Green Communities grant funding to fund project management costs and the following energy conservation measures: in Town Hall, replacement of fan coil units with electronic commutative motors and an oil to propane heating system fuel conversion with new efficient boiler; at the Elementary School, demand controller with mixing valve and variable frequency drives and efficient motors; and at the DPW Barn, a new heating system with infrared units for the large maintenance bay and installation of an efficiency propane boiler; and implementation of approved energy conservation measures in municipal buildings to be determined., to be provided for the benefit of, and subject to the direction and oversight of, the Grantee as detailed in Attachment C.</i>			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> 1. may be incurred as of the <u>Effective Date</u> (latest signature date below) and no obligations have been incurred prior to the <u>Effective Date</u> . <input type="checkbox"/> 2. may be incurred as of _____, 20 ____, a date LATER than the <u>Effective Date</u> below and no obligations have been incurred prior to the <u>Effective Date</u> . <input type="checkbox"/> 3. were incurred as of _____, 20 ____, a date PRIOR to the <u>Effective Date</u> below, and the parties agree that payments for any obligations incurred prior to the <u>Effective Date</u> 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 <u>December 30, 2016</u> , 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 <u>Contractor Certifications</u> (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 <u>Commonwealth Terms and Conditions</u> , this Standard Contract Form including the <u>Instructions and Contractor Certifications</u> , 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 <u>801 CMR 21.07</u> , 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: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Dennis Murphy</u> Print Title: <u>Vice Chair, Board of Selectmen</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Stephen A. White</u> Print Title: <u>Chief Operating Officer</u>	



The signatory Municipal Police Departments of the Commonwealth of Massachusetts and contiguous communities, all acting through their respective Chiefs of Police and other authorized signatories, referred hereinafter collectively as "the Parties," witness:

WHEREAS, the Parties to this agreement ("Agreement") recognize that, in certain situations the ability of police officers to exercise sworn police powers outside of the territorial limits of the municipality where such officers are regularly employed may be desirable and necessary in order to preserve officer safety and protect the lives, safety, and property of the public of each participating community; and

WHEREAS, Chapter 40, Section 8G, of the Massachusetts General Laws, duly accepted by each of the Parties, authorizes cities and towns that have accepted its provisions to enter into agreements with other cities and towns to provide mutual aid and support; and

WHEREAS, each Party desires to enter into an agreement that sets forth mutually agreeable terms and conditions for the furnishing of law enforcement mutual aid for the exercise of police authority by police officers of each Party within the territorial limits of each other Party;

NOW THEREFORE, the Parties hereto mutually agree as follows:

Section 1.0 Purpose & Authority

This Agreement constitutes an agreement by, between, and among the Parties to establish a strategic working partnership to address certain public safety concerns including but not limited to: providing mutual aid for the member police departments because of terrorist or enemy action; natural disaster; unusual occurrence, including but not limited to fire, flood, storm, earthquake, landslide, aircraft accident, search or rescue operations; other natural or man-caused incidents requiring exceptional police action; school or workplace violence; riot; mob action; civil disturbance; demonstration; urban insurgency; traffic enforcement and related functions; impaired driving; drug distribution; electronic & cybercrime; combating violent street gangs and associations; as well as any law enforcement operations that require resources beyond the individual capacities of member departments; and more sophisticated investigation on a regionalized basis or any situation threatening the peace and tranquility in the Parties' respective jurisdictions.

In order to address these serious public safety concerns, the Parties hereby agree to have sworn police officers from each department empowered to operate with full police powers, including the power of arrest, in each signatory community, as authorized under M.G.L. c. 40, § 8G. This type of agreement allows sworn police officers from each signatory community to cross into the geographical jurisdiction of any other signatory community to carry out official police business under the authority of M.G.L. c. 37, § 13; M.G.L. c. 40, § 8G; M.G.L. c. 41, §§ 95, 98, 98A, 99; and similar statutes.

Such extraterritorial exercise of police powers is authorized under this Agreement in both mutual-aid-request and self-activation situations, as defined herein.

Section 2.0 Definitions

For purposes of this Agreement, the following terms shall be defined as set forth below:

- a. Commanding Officer: A Party's Chief of Police, designee of the Chief of Police, or Police Officer in charge of a shift.
- b. Official Request: A request for police assistance or for the exercise of Police Powers made by one Party of one or more other Parties under the terms of this Agreement.
- c. Party: City, town, or other political subdivision that has executed this Agreement through its Chief of Police and/or other authorized signatory. The Parties are listed in Attachment A, which may be revised from time to time as Parties join and withdraw from this Agreement.¹
- d. Police Officer: Sworn full time municipal police officer regularly employed as such by or in any Party.
- e. Police Powers: All police powers granted by municipalities to Police Officers regularly employed as such, including but not limited to the power of arrest.
- f. Receiving Party: A Party receiving police assistance or in which one or more Police Officer(s) regularly employed as such by another Party is exercising Police Powers in accordance with this Agreement.
- g. Self-Activation: The exercise of Police Powers within the territorial limits of any Party by any full time Police Officer regularly employed as such by, and in good standing with, any other Party, in the absence of an Official Request pursuant to the terms of this Agreement, unless otherwise prohibited by law.
- h. Sending Party: A Party that provides police assistance under the terms of this Agreement or that regularly employs one or more Police Officers who exercise Police Powers within the territorial limits of any other Party under the terms of this Agreement.

Section 3.0 Term of Agreement

It is the intent of the Parties to conduct this partnership on a continuing basis and to hold periodic reviews as the Parties determine and deem necessary to ensure that the partnership is meeting the mutual aid wants and needs of all the Parties hereto. To this end, this Agreement shall be effective as the date of signature by the Parties and shall remain in effect thereafter until terminated.

¹ Absence of a Party from Attachment A will not vitiate its status as a Party as long as this Agreement has been duly signed by a party's authorized representative on its behalf and it has not withdrawn from this Agreement as provided herein.

Section 4.0 Termination of Agreement

Any Party may unilaterally withdraw from this Agreement at any time with written notice to all Parties.

Section 5.0 Amendment of Agreement

This Agreement may be amended from time to time only by a specific writing duly executed by all the Parties to the Agreement at the time of amendment.

Section 6.0 Obligations and Responsibilities

6.01 Authority of Officers. The police powers, rights, privileges and immunities of any Police Officer employed by a Party to this Agreement shall extend within the territorial limits of each other Party to this Agreement while such officer remains in good standing in his or her employing agency and operates within the territorial limits of a Receiving Party in accordance with this Agreement.

Operating within the territorial limits of a Receiving Party in accordance with this Agreement shall not cause a Police Officer of another Party to be considered for any purpose to be an employee of the Receiving Party. All employment rights, compensation, and benefits, including but not limited to the provisions of M.G.L. c. 41, § 111F and/or M.G.L. c. 32 § 94, shall remain the responsibility of the Sending Party. Notwithstanding the foregoing, any Party may be reimbursed in accordance with this Agreement and shall be entitled to the liability and indemnification protections as outlined herein.

6.02 Command and Control. Upon entering the territorial jurisdiction of a Receiving Party for the purposes of exercising Police Powers pursuant to this Agreement, Police Officers when requested to do so, shall report as soon practically possible to the Commanding Officer of the Receiving Party (either in person or by radio or other alternative electronic device), and shall be under the direction and control of said Commanding Officer during the duration of the operation, event or incident in connection with which the Police Officer is exercising Police Powers in the Receiving Party's jurisdiction.

The Commanding Officer of the Sending Party may recall the Police Officers and equipment of the Sending Municipality at the Commanding Officer's sole discretion.

6.03 Official Request. Any Party or its designee may request assistance from any other Party for any valid law-enforcement purpose, including but not limited to the purposes set forth above in Section 1.0 (Purpose & Authority). To the extent possible and practicable, any Official Request shall include all pertinent information such as the nature, location, and expected duration of the event or situation giving rise to the Official Request; the number of Police Officers requested, including specialty requirements; the type of equipment and logistical support needed; the location to which Police Officers should report; and the name of the Commanding Officer to whom Police Officers should report.

6.04 Self-Activation. A full time Police Officer who observes or becomes aware of any violation of law within the territorial limits of any Party (including the Sending Party), may exercise Police Powers within the territorial limits of any Party for the purpose of preventing immediate harm to the public; preventing loss or damage to property; engaging and stopping unlawful behavior; investigating possible criminal violations; increasing the capability of all Parties to protect the lives, safety, and property of people in the area; detaining offenders pending arrival of a Police Officer of the Receiving Party; enforcing or investigating any traffic-related incident or violation, whether or not it was originally observed in territorial limits of the Sending Party; and fresh-and-continued pursuit or exigent circumstances as authorized by law.

6.05 Notification to Receiving Party of Exercise of Police Powers. Whenever Police Powers are exercised by a Police Officer in a Receiving Party pursuant to this Agreement, the Commanding Officer of the Receiving Party shall be notified as soon as practically possible by the Police Officer exercising the Police Powers so that arrangements can be made for any arrestee to be transported to the appropriate police headquarters to undergo the required administrative booking process in the jurisdiction where the arrest occurred or other appropriate administrative or law enforcement actions may be taken. Such notification is intended to ensure that the Police Officer has properly recorded all of the facts and circumstances of the arrest or other police action, the appropriate biographical data of any involved persons, and the documentation necessary for the effective prosecution of any criminal defendant in a court of proper jurisdiction.

6.06 Powers of Police Officers. The powers of all the full time Police Officers operating under this Agreement shall remain in full force and effect for the duration of this Agreement unless any of the following should occur:

- ❖ Separation of service from the employing agency;
- ❖ The Chief of Police or designee of the Sending Party imposes a restriction on the Police Officer's authority to exercise Police Powers.

6.07 Costs and Expenses. Each Party to this Agreement shall assume and be responsible for paying all of its own personnel costs, including, but not limited to, the salaries, overtime premiums, insurance, and disability benefits payable to its own Police Officers, and all of its own equipment costs, including, but not limited to, damage to or loss of its own equipment, and use of fuel, ammunition and other expendable supplies; provided, however, that the Receiving Party, if an Official Request has been made, shall reimburse the Sending Party for such payments to the extent there is insurance coverage available to do so and/or any Federal or State grant funds and/or emergency funds (e.g., in the event of a natural disaster) available to do so.

Section 7.0 Liability and Indemnification

The services performed and expenditures made under this Agreement shall be deemed for public and governmental purposes, and all privileges and immunities from liability enjoyed by the local government

within its boundaries shall extend to its participation under this Agreement in rendering police mutual aid services outside its boundaries, to the extent the law provides. During the course of rendering mutual aid assistance as provided for by this Agreement, the municipality rendering such aid shall be responsible, subject to the limitations of municipal liability, for personal injury or property damage sustained or caused by a member of its police department, and for any payments which it is required to make to a member of said department or to his widow or other dependents on account of injuries or death.

Each Party to this agreement agrees to defend and hold harmless each other Party, and its agents, servants and employees, from and against all liability, claims and damages for any injury to third parties including but not limited to civil rights violations, personal injuries, including death, and property damage caused by that Party or its officers or employees.

Section 8.0 Insurance

By its signature(s) to this Agreement, each party represents that it has procured property and casualty insurance, as well as law enforcement liability insurance, covering its own police personnel, and that said insurance(s) are in full force and effect at the time of execution of this Agreement, with a minimum amount of coverage of a million dollars.

Section 9.0 Successors and Assigns

The provisions of this Agreement shall be binding upon, and shall inure to the benefit of, the successors and assigns and the public body or bodies succeeding to the respective interests of the Parties.

Section 10.0 Section Headings

The headings of the Sections set forth herein are for convenience of reference only and are not part of this Agreement and shall be disregarded in constituting or interpreting any of the provisions of this Agreement.

Section 11.0 Execution of Counterparts

This Agreement may be executed in any number of counterparts. All such counterparts shall be deemed to be originals and together shall constitute but one and the same instrument.

Section 12.0 Stability of Agreement

This Agreement is to be construed in accordance with the laws of the Commonwealth of Massachusetts and the Ordinances/Bylaws of the Parties. This Agreement, along with any referred to Attachment(s), embodies the entire agreement between the Parties hereto, and each Party acknowledges that there are no inducements, promises, terms, conditions or obligations made or entered into other than those contained herein.

Section 13.0 Invalidity

If any provision of this Agreement is held to be illegal, invalid or unenforceable, the remaining terms and provisions shall not be affected and shall remain in full force and effect.

Section 14.0 Non-Waiver

The failure of any Party to enforce at any time any of the provisions hereof shall not be construed to be a waiver of such provisions or of the right of such party thereafter to enforce any such provisions.

Section 15.0 Legal Advice

The Parties acknowledge that each has had the opportunity to fully discuss and review the terms of the Agreement with an attorney. Each Party further acknowledges that it has carefully read the Agreement, understands its meaning and intent, and freely and voluntarily assents to all of the terms and conditions hereof, and signs the Agreement of his or her own free will.

Section 16.0 Signatories

IN WITNESS WHEREOF, the Parties have executed this Agreement and caused it to be effective as to each Party as of the latest date set forth in the signature block for that Party.

Town of Wellfleet

By: _____
Name: Ronald L. Fisette
Title: Chief of Police
Duly Authorized

Date

By: _____
Name: Harry S. Terkanian
Title: Town Administrator
Duly Authorized

Date



TOWN OF WELLFLEET

300 MAIN STREET WELLFLEET MASSACHUSETTS 02667

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

www.wellfleetma.org

To: Board of Selectmen
From: Harry Sarkis Terkanian, Town Administrator
Subject: Town Administrator's Report
Date: September 2, 2015

This report is for the period August 21, 2015 through September 1, 2015.

- 1 Summer 2015. Another busy summer. Cooperation between Town departments was excellent. There were many examples of Town staff lending a hand to other departments and the public. This made everyone's job a little easier to do. Fire Dept EMS responses were up about 20% over the previous year. Beach sticker revenues are up. Parking continues to be an issue throughout the Town including beaches, downtown and the marina. Accident volume on Route 6 was essentially unchanged this summer but there was a reduction in the severity of injuries. Staffing to provide summer coverage is a challenge. Call fire department staffing is below desired levels. The DPW experienced difficulty in hiring seasonal help.
- 2 Community Policing. The Community session has been scheduled for Saturday, October 3, 2015 at the COA. This is a day long session; 8:30 AM to 2:30 PM. The announcement is on the Town web site and the Police Department Facebook page. Police officers session will be on November 9, 2015 location and time to be determined.
- 3 Procurement:
 - a. Police Station. An owner's project manager is required for all projects involving estimated costs of more than \$1.5 million. Procurement documents have been posted with an informational meeting on September 9, 2015 and responses due on September 30, 2015. I will be asking the Board of Selectmen to appoint an additional member or members to serve with the Building and Needs Assessment committee as a selection committee.
 - b. Town Hall. An invitation for bids has been posted for re roofing town hall with bids due on September 14, 2015.
 - c. Classification and Compensation Study. An additional orientation meeting was held on August 24th for those employees with questions or who were unable to attend the first meeting. The process will be reviewed at a department heads meeting on Wednesday, September 2nd. The goal is to have the study completed by mid November so that it will be available during collective bargaining for fiscal 2017.
- 4 Cash control policy. Based on feedback from department heads, on June 22, 2015 I recommended revisions for consideration by the treasurer. I am following up with the acting treasurer. In discussions with the auditor he notes that there are no deficiencies in the Town's cash handling.

TOWN ADMINISTRATOR'S REPORT TO THE SELECTMEN

- 5 OPEB investment. Waiting for the treasurer's recommendations. Will follow up with the acting treasurer.
- 6 Additional Meetings.
 - a. August 24, 2015. Classification and Compensation Study employee meeting.
 - b. August 25, 2015. Meeting with MaryAnn Bragg (Cape Cod Times) and Friends of Herring River.
 - c. August 28, 2015. Special meeting of the Board of Selectmen.
 - d. September 2, 2015. Department Heads meeting to discuss the status of the classification and compensation study, annual employee reviews and the upcoming budget process. We also discussed fees, payment in lieu of taxes and parking issues.
- 7 Citizen Complaints.
 - a. August 21, 2015. Complaint about excessive speed of vehicles on Gull Pond Road. Complainant suggested a lower speed limit. Speed limit signs can only be reduced below state limits after public hearing with written consent of the DMV and registrar of motor vehicles. Cautionary signs can be posted without such approval. DPW and Police Dept. advised.
 - b. August 23, 2015. Complaint about parking and trash on Town property at end of Omaha Road. Requested comments from department heads. Omaha Road is private so the Town does not have the right to regulate parking on the road. Responded August 27, 2015, selectmen copied on the email.
 - c. August 23, 2015. Complaint about discriminatory treatment in the operation of the skateboard park arising out of a prohibition of BMX bikes and scooter riders from the facility. Referred to recreation director for response. Email response from Recreation Director on September 2, 2015.
 - d. August 22, 2015. Complaint about excessive traffic speeds on Long Pond Road at the Town landing and suggestion of speed bumps. Responded August 27, 2015 and asked Beach Dept to consider additional traffic cones in the area.
- 8 Personnel Matters:
 - a. Administrative actions (appointments are subject to disapproval by majority vote of the Board of Selectmen within 14 days; Charter section 5-4-1): NONE
 - b. Town Treasurer. Six applications were received by the August 21st deadline. A screening committee was appointed by the Board on August 28th to evaluate applicants and recommend a panel of finalists and will meet on Friday, September 4, 2015.
 - c. I will resume conducting annual performance reviews of my direct reports during September.
 - d. Current employment vacancies (Charter 5-3-2 (i)):
 - i. Building – Building Inspector is part time.
 - ii. Treasurer – vacant, acting treasurer has been hired.

Town of Wellfleet Committee Vacancies

Date: September 2, 2015
To: Harry Terkanian
From: Jeanne Maclauchlan
Re: Appointments to Town Boards

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

Barnstable Human Rights Commission (1 Wellfleet Representative)

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

Bike & Walkways Committee (5 Members)

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

Board of Health (5 members)

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

Building and Needs Assessment Committee (5 Members)

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

Cable Advisory Committee (5 Members)

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

Cape Light Compact Governing Board (2 Members)

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

Commission on Disabilities (up to 7 Members)

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

Cultural Council (no more than 22 members)

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

Energy Committee (11 members total)

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

Finance Committee (9 members, 2 alternate)

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

Recreation Committee (5 members)

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

Recycling Committee (Up to 11 Members)

Vacant Positions	Appointing Authority	Length of Term
1 Positions	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		

Taxation Aid Committee (4 Members)

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

Wastewater Planning Committee (7 Members)

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



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**Wellfleet Board of Selectmen
Minutes of August 25, 2015
Wellfleet Senior Center**

Present: Dennis Murphy, Berta Bruinooge, Helen Miranda Wilson, Town Administrator Harry Sarkis Terkanian and Assistant Town Administrator Brian Carlson

Regrets: Paul Pilcher, Chairman and Jerry Houk

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

Announcements, Open Session and Public Comment

Helen Miranda Wilson announced Cape Cod Commission public hearing at the Library on September 8, 2015 at 5:00 pm about Wellfleet Wireless Monopole.

Ned Hitchcock and John Riehl presented an AmeriCorps Award "Together We Can" for Wellfleet specifically naming Hillary Lemos and Suzanne Grout Thomas for their contribution. Community Services Director Thomas accepted the award.

Police Chief Ronald Fisette announced a Mini Golf event hosted by the Wellfleet Police Department on August 31, 2015 at the Wellfleet Cinema and invited the public to attend.

Appointments

Fisette recommended the appointment of Laecio T. De Oliveira to Full Time Police Officer and said that he has passed the Police Academy.

MOTION 215-310: Bruinooge moved and Wilson seconded to appoint Laecio T. De Oliveira to Full Time Police Officer with term ending August 25, 2016. The motion passed 3-0.

Public Hearing(s) - Proposed amendment to combine Marina Regulations and Mooring Regulations *(hearing continued from 8/11/15)*

Murphy opened the public hearing at 7:05 pm. Marina Advisory Committee (MAC) Chairman Joe Aberdale and member Ned Hitchcock were present to answer questions of the Selectmen about the proposed combining of Marina and Mooring Rules and Regulations in one document. Wilson suggested including few more definitions to make the document more complete and specifically named "living aboard" as one of the additional terms. She wanted to know why in Section 3E only great ponds were mentioned as regulated ponds. Hitchcock answered the question by saying that this part was taken out of the previous version. Thomas also commented on this question. Terkanian explained that the Great Ponds are under the purview of the Commonwealth.

MOTION 215-311: Wilson moved to accept the combined Marina and Mooring Rules and Regulations as presented. Bruinooge seconded. Murphy opened the motion for further discussion to the audience. Donna Pickard wanted to better understand the motion. Wilson explained. Terkanian said that this is an attempt to combine the Marina and Mooring Rules and Regulations and combine them in one document. He said that there will be additional opportunities to further revise the document in the future. Aberdale also assured the Board and the public that this document will be

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further amended if there is a need for it. Pickard had additional comments and concerns with the Mooring Section about "live aboard". Hitchcock agreed that there is a need for formal definition for "live aboard", but said that there is a good reason for not allowing "live aboard" for safety purposes. John Martens had questions about the versions of the document during the August 11, 2015 meeting. Terkanian answered Marten's question about the different copies of the document at the previous meeting and referred to his memo¹ outlining the changes. Murphy wanted to hear the opinion of the Harbormaster. Michael Flanagan confirmed that he was comfortable with the document as presented. Aberdale said that the MAC is willing to further discuss the definition of "live aboard". Murphy called for a vote. Terkanian advised including the following corrections: (1) in Section IV Fees, subsection C, insert the words "or lease" after the words "rental agreement"; (2) in Section V Safety, Subsection B first sentence to read "Owners should prepare for storms and high winds when expected.". Wilson amended her motion to include the above corrections. Bruinooge seconded and the motion passed 3-0.

The public hearing closed at 7:30 pm.

Appointments (*continued*)

MOTION 215-312: Wilson moved to appoint John Wolf from alternate member to regular member of the Marina Advisory Committee with term ending June 30, 2018. Bruinooge seconded and the motion passed 3-0.

Captain David Stamatis was present to speak about his willingness to serve as an alternate member of the Marina Advisory Committee. Aberdale recommended the appointment of Captain Stamatis. John Martens, who had also applied to serve as an alternate member to the Marina Advisory Committee was also present but did not want to say anything.

MOTION 215-313: Bruinooge moved and Wilson seconded to appoint Captain David Stamatis to the Marina Advisory Committee as an alternate member with term ending June 30, 2018. The motion passed 3-0.

Request of Paul Curley of American Lung Association to use White Crest Beach parking lot on September 27, 2015 from 8 am to 11 am for the 31st Annual Escape Bike Trek

Bruinooge pointed out that the American Lung Association has not paid the processing fee. According to her based on this fact the application should not be reviewed. Wilson agreed. The Selectmen advised Terkanian to not allow review of Use of Town Property applications without paid processing fees. No action was taken on this request.

Mayo Creek Restoration Committee status update

John Riehl, Chair of the Mayo Creek Restoration Committee updated the Selectmen on the duck bill status of the Mayo Creek Restoration Project. He talked about permitting issues and delays. He said that they are hoping for project advancement in the spring or summer of 2016. Murphy had a question how these delays will impact the project funding. Riehl said that there might be a need for legal review assistance and confirmed that funding might be tight as result of the delays. Wilson and Murphy thanked the Committee for their efforts.

Appointment of a screening committee for the Treasurer Position applicants

Terkanian explained the need for pre-screening committee for the Treasurer's vacancy and referred to his memo² on the subject. He said that the acting Treasurer, he, ATA Carlson and Town Accountant

are willing to serve on the committee. Wilson said that no more than one Selectman should be on the screening committee and suggested to act quickly in order to avoid losing qualified applicants. Terkanian agreed and proposed a quick meeting on Friday to deal with this. The Selectmen agreed to meet at 3 PM on Friday, August 28, 2015.

Consent for Town Counsel's representation of Towns of Provincetown, Eastham, Wellfleet and Truro in connection with Police Mutual Aid Agreement

Terkanian explained the need for the Town Counsel's consent for representation of Towns of Provincetown, Eastham, Wellfleet and Truro in connection with Police Mutual Aid Agreement and said this disclosure is an ethical obligation and recommended it.

MOTION 215-314: Bruinooge moved and Wilson seconded to approve and sign the Consent for Town Counsel's representation of the Towns of Provincetown, Eastham, Wellfleet and Truro in connection with Police Mutual Aid Agreement. The motion passed 3-0.

Acceptance of Aid to Firefighters Grant for self contained breathing apparatus

Fire Chief Richard Pauley presented his memo³ to the Selectmen on Aid to Firefighters Grant for self contained breathing apparatus and asked for the Selectmen's support and acceptance of the 2/3 grant funding and approve funds to be allocated to make up for the 1/3 of the Town's share.

MOTION 215-315: Bruinooge moved and Wilson seconded to accept the Aid to Firefighters Grant for self contained breathing apparatus in the amount of \$111,600. The motion passed 3-0.

Discussion of possible liability insurance requirement for aquaculture grants

Murphy opened a discussion about possible liability insurance requirement for aquaculture grants and referred to Town Counsel's opinion⁴ on this subject. Wilson gave a historic background behind the request for legal opinion and shared the SAB findings on the subject. Bruinooge said that a liability insurance is good to have, but was not sure if it should be required, based on its cost. Murphy said that he is concerned for the Town's liability and would like to preserve the public interest. Wilson disagreed and said that requiring liability insurance from shellfish grant holders would not solve the issue. Murphy stressed that the exposure to liability should be minimized by the Selectmen's power to require liability insurance for shellfish grant holders. Wilson said that the Shellfish Advisory Board already worked on a regulation for this. Bruinooge agreed to involve the SAB in the process.

MOTION 215-316: Wilson moved and Bruinooge seconded to send the possible liability insurance requirement for shellfish grant holders to Shellfish Advisory Board for recommendation. Terkanian confirmed the importance of liability insurance. Barbara Austin said that she had discussed liability insurance and associated costs with insurance agents, but wanted to know how this requirements can be requested from private grants and what the impact on the existing leases will be. Terkanian said that the requirement will be a matter of licensing, not of grant type or location. Shellfish Constable Andrew Koch said that there are different shapes and sizes of grants and talked about the difficulty of marking them. Wilson said that the marking should be clear. The motion passed 3-0.

Town Administrator's Report

Terkanian presented his report⁵ and added:

1. The Wellfleet Conservation Trust will be planning a beach clean-up on September 26, 2015.
2. Draft of FY17 Budget Policy Statement will be available for review on September 8 and possible adoption on September 22, 2015.
3. All revised BOS policies have been updated on the Town's web site.

Wilson had a question on the Community Policing date change and suggested informing the public about the change.

Correspondence⁶ and Vacancy⁷ Report

Minutes of August 11, 2015⁸

Wilson presented her amendments to the minutes of August 11, 2015 and gave them to the EA.

MOTION 215-317: Wilson moved and Murphy seconded to approve the minutes of August 11, 2015 as amended. The motion passed 3-0.

Future Concerns

Wilson suggested two topics for review during the upcoming meetings: 1) snow plowing on private dirt roads and 2) municipal tick project on the September 8, 2015 agenda.

Executive session and Adjournment

In an open session Murphy read the purpose of the executive session: *To conduct a hearing on Wellfleet Employees Association Unit B - Appeal of grievance denial to the Board* and stated that discussing this matter in open session may have a detrimental effect. He said that the Board will enter in executive session and not go back to open session.

MOTION 215-318: The Selectmen took a roll call vote to enter into executive session and not go back in public session. The motion passed by each Murphy, Wilson and Bruinooge each said "Aye". The public meeting adjourned at 8:33 pm.

Respectfully submitted,

Michaela Miteva
Executive Assistant

¹ TA Memo on combined Marina and Mooring Rules and Regulations

² TA Memo on appointing a Pre-Screening Committee for the Treasurer position

³ Fire Chief's memo on Aid to Firefighters Grant for self contained breathing apparatus

⁴ Town Counsel's opinion on SAB questions on liability insurance and gear height limits dated October 27, 2014

⁵ TA Report to the BOS dated August 21, 2015

⁶ Correspondence report of August 25, 2015

⁷ Vacancy report of August 21, 2015

⁸ Minutes of August 11, 2015



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**Wellfleet Board of Selectmen
Minutes of August 28, 2015
Wellfleet Town Hall Conference Room**

Present: Dennis Murphy, Berta Bruinooge, Helen Miranda Wilson, Town Administrator Harry Sarkis Terkanian and Executive Assistant Michaela Miteva

Regrets: Paul Pilcher, Chairman and Jerry Houk

Vice-Chairman Dennis Murphy called the meeting to order at 3:00 pm.

Business - Appointment of a screening committee to screen applicants for the Treasurer position

Terkanian said that he has six people willing to serve on the Town Treasurer Screening Committee – Acting Treasurer Dawn Rickman, Town Accountant Marilyn Crary, Community Services Director Suzanne Grout Thomas, Assistant Town Administrator Brian Carlson, Andrew Freeman and himself. He recommended the number of members to be five. The Selectmen discussed the possible members. Wislon wanted to know who was on the previous Treasurer's screening committee. Terkanian said that the previous committee was made of former Town Clerk/Treasurer Dawn Rickman, Accountant Marilyn Crary, Selectmen Murphy and John Morrissey, himself and occasionally Truro Treasurer Cynthia Slade.

MOTION 215-319: Bruinooge moved and Wilson seconded to appoint Andrew Freeman, Town Administrator Harry Terkanian, Acting Treasurer Dawn Rickman, Town Accountant Marilyn Crary and Community Services Director Suzanne Grout Thomas to the Town Treasurer Screening Committee. Further discussion ensued. Wilson suggested moving quickly with the review process and requested that all Selectmen have the opportunity to review the submitted applications, so once the committee makes their recommendation the Selectmen are ready to act. The motion passed 3-0.

Adjournment

MOTION 215-320: Bruinooge moved and Wilson seconded to adjourn the public meeting at 3:07 pm. The motion passed 3-0.

Respectfully submitted,

Michaela Miteva
Executive Assistant

Public Record Documents: NONE