



Board of Selectmen

The Wellfleet Board of Selectmen will hold a public meeting on Tuesday, August 9, 2016 at 7:00 p.m. at the Wellfleet Senior Center, 715 Old Kings Highway, Wellfleet, MA 02667. It is anticipated that the meeting will be recorded by the Town. Anyone else desiring to record the meeting may do so only after notifying the chair and may not interfere with the conduct of the meeting in doing so.

- I. Announcements, Open Session and Public Comment [7:00]** *Note: Public comments must be brief. The Board will not deliberate or vote on any matter raised solely during Announcements & Public Comment.*
- II. Public Hearing(s) [7:05]**
 - A. Request from MJT Enterprises, Inc. dba Blackfish Variety for a change of manager from Jose Pedro Peres to Laura Parker.
- III. Licenses/Appointments/Reappointments/Use of Town Property**
 - A. Licenses
 - 1) Amendment to food truck license for Michael Banghart, 349 Events d.b.a. Solace to add a location at the parking lot for Soul Food at 15 Bank Street. [Banghart]
 - 2) Amendment to food truck license for Stephen Rome, Provincetown Pilgrim Properties, LLC d/b/a Kung Fu Dumplings. [Rome]
 - B. Appointments/Reappointments
 - 1) Cultural Council appointment - Rhonda Fowler with a term to June 30, 2019
 - C. Use of Town Property
 - 1) Friends of Wellfleet COA to sell raffle tickets on Town Hall Lawn, Library outside area and Harbor area parking lot on various dates up to September 15, 2016.p
- IV. Business**
 - A. Update on Paved Private Roads Plowing [Lindberg]
 - B. Discussion and update to the beach sticker re-sale procedure and policy [Thomas]
 - C. Contract amendments for police facility renovation project [ATA]
 - D. Discussion of committee vacancies [BOS]
 - E. FY 2017 Board of Selectmen Goals [BOS]
- V. Town Administrator's Report**
- VI. Future Concerns**
- VII. Correspondence and Vacancy Report**
- VIII. Minutes [July 26, 2016]**
- IX. Adjournment**

RECEIVED
TOWN OF WELFLEET
AUG -5 AM 10:01

TOWN OF WELFLEET
PUBLIC NOTICE

In accordance with M.G.L. Chapter 138, notice is hereby given that the Wellfleet Board of Selectmen will hold a public hearing on Tuesday August 9, 2016 at 7:05 p.m. in the Wellfleet Council on Aging to consider the request from MJT Enterprises, Inc. dba Blackfish Variety, for a change of Manager from Jose Pedro Peres to Laura Parker.

WELFLEET BOARD OF SELECTMEN



*The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
239 Causeway Street
Boston, MA 02114
www.mass.gov/abcc*

PETITION FOR CHANGE OF LICENSE

134800058

ABCC License Number

Wellfleet

City/Town

The licensee MJT Enterprises, Inc. d/b/a Blackfish Variety respectfully petitions the Licensing Authorities to approve the following transactions:

- | | |
|--|---|
| <input checked="" type="checkbox"/> Change of Manager | <input type="checkbox"/> Alteration of Premises |
| <input type="checkbox"/> Pledge of License/Stock | <input type="checkbox"/> Cordial & Liqueurs |
| <input type="checkbox"/> Change of Corporate Name/DBA | <input type="checkbox"/> Change of Location |
| <input type="checkbox"/> Change of License Type (\$12 ONLY, e.g. "club" to "restaurant") | |

- ☒
- Change of Manager

Last-Approved Manager:	Jose Pedro Peres
------------------------	------------------

Requested New Manager: Laura Parker

- ☐
- Pledge of License /Stock

Loan Principal Amount: \$

Interest Rate:

Payment Term:

Lender:

- ☐
- Change of Corporate Name/DBA

Last-Approved Corporate Name/DBA:

Requested New Corporate Name/DBA:

- ☐
- Change of License Type

Last-Approved License Type:

Requested New License Type:

- ☐ Alteration of Premises: (must fill out attached financial information form)

Description of Alteration:

☐ Change of Location: (must fill out attached financial information form)

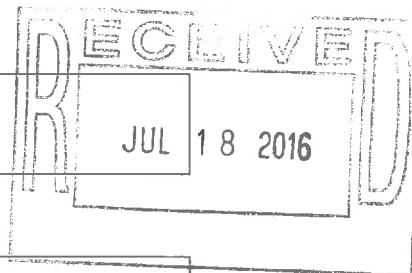
Last-Approved Location:

Requested New Location:

Signature of Licensee

(If a Corporation/LLC, by its authorized representative)

Date Signed



WELLFLEET FOOD COURT SITE LEASE AGREEMENT

This Site Lease Agreement (the "Agreement") is made this 5th _____ day of August, 2016, by and between MORE Trust (the "Landlord"), and Stephen Rome _____ a food truck (the "Food Truck"). The Landlord and the Food Truck hereby agree as follows:

1. Services: The Landlord agrees to allow the Food Truck to use a parking site located at 2207 Rte 6, Wellfleet, MA 02667 (the "Site").

2. Term: The term of this Agreement shall be from August 1, 2016 until October 30, 2016 (the "Term") and the hours of the Food Truck's use during the term shall be confined to dawn to dusk (the "Hours"). Use of the Site outside the Term is granted free of charge and encouraged in order to provide service to the public at reduced risk to the Food Truck.

3. Termination: If the Food Truck wishes to renew this Agreement, the Food Truck will give 30 days' written notice prior to the end of the Term. If no such notice is given, the Food Truck agrees to vacate the Site, leaving the Site in substantially the same condition as it existed prior to the commencement of this Agreement, subject to the terms herein. Upon legal termination of this Agreement or the Food Truck's abandonment of the premises, whichever event occurs first, any personal or business effects of the Food Truck remaining on the Site will become the property of the Landlord. At such time, the Landlord may otherwise deny the Food Truck further access thereto.

4. Payment: The Food Truck shall pay the Landlord a flat rate of \$1000 per month, May and October; \$1500 June and September; \$2000, July and August; on or before the first of each month (the "Rent"). The Food Truck shall deliver the Rent in the form of a check made payable to "MORE Trust" and delivered to the Landlord's address as listed above on or before the first of each month (the "Due Date") or mailed to same. No rent is due outside of this period, but notification of intent to use the space on a rent free basis is required. Storage of the Truck or other equipment outside the rental period must be negotiated on a separate basis. Rents may be prorated if the site is not available for the full period of the term.

5. Late Payments: Any Rent not received by the Landlord on or before the Due Date shall be delinquent and the Landlord may immediately terminate this Agreement at its full discretion, subject to the Termination provision herein. If the Due Date falls on a weekend or holiday, the Food Truck accepts responsibility to ensure Rent is paid on or prior to such Due Date. An additional charge of \$30.00 may be applied to cover extra costs of handling a returned check.

6. Amenities: The Landlord will provide the following amenities for the Space in consideration for the Rent:

- a. Electricity service drop, Food truck is responsible for electricity charges

b. gas delivery , (pricing is arranged at a reduced whole property rate; Food Truck is responsible for its own gas charges

c. water/sewer service is provided at no cost (Truck can pump out into the kitchen waste system). Hot and cold water is available with outdoor hook-ups.

b. trash removal is provided on a shared cost basis.

c. picnic tables, undercover seating area, food court seating, decorations, signage and landscaping is included at no cost with the space lease.

d. bussing and cleaning of the seating area is the responsibility of the Food Truck(s).

Though the Landlord will make reasonable efforts to ensure that all listed amenities are available to the Food Truck during the Hours, the Landlord makes no representation that all amenities will be available at all times.

7. Access: The Landlord will provide the Food Truck with parking for customers and employees. The Food Truck agrees it will use best efforts to minimize the use of employee parking to keep it open and convenient for customers. Movement of the Food Truck to and from the site is permitted, but the Landlord must be notified of planned absence during the Term, so proper posting to the public is accomplished and smooth operations of the Food Court are maintained.

8. Insurance: The Food Truck will obtain a \$500,000 business insurance policy that names the Landlord as an additional insured. The Food Truck agrees to deliver a copy of such policy to the Landlord upon request.

9. Condition: The Food Truck will maintain the cleanliness of the public eating space, the grounds around the food truck and work to ensure an outstanding appearance and service to the public. The success of the Food Court hinges on cooperation and excellence in your food offerings, cleanliness of the eating space and the ambience we work to create together. Good cooperation can provide mutual benefits and each Truck must interact in a courteous and customer friendly way with the public for the benefit of all. The Food Truck will make no alterations, installations, repairs, or redecoration (including painting or signage) of any kind to the leased space without obtaining prior verbal or written consent from the Landlord. The Food Truck also hereby agrees to pay for any damage to the premises caused by acts, whether intentional or accidental, committed by the Food Truck or any family, guests, customers, employees, or other agents of the Food Truck. Likewise, the Food Truck hereby agrees to accept responsibility to the fullest extent under the law for any thefts, accidents, or other sources of liability related to use of the space, unless such use was solely the result of the Landlord's negligence. The Food Truck shall abide by any laws and regulations regarding care and occupancy of the leased space and give prompt notice to the Landlord of any maintenance required.

10. Destruction of the property: If the property is destroyed or otherwise made untenable by fire, natural disaster, or any other cause, either party shall have the right to terminate this Agreement immediately upon notification. Upon such termination under this Section 10, the Landlord will return

any portion of any prepaid rent, as pro-rated by the Hours used during such month. Nothing herein shall be construed so as to compel the Landlord to rebuild in case of destruction.

11. Miscellaneous: This Agreement constitutes the entire understanding between the parties and shall be governed in accordance with the laws of the Commonwealth of Massachusetts.

This Agreement may not be assigned by either party without prior written consent of the other party.

Agreed and accepted as of the date first set forth above.

By: SUZANNE E. GRAY
Title: MORE TRUSTEE

By: _____
Title: _____

SUZANNE E. GRAY
8/5/16

WELLFLEET COMMISSARY KITCHEN RENTAL AGREEMENT

This Kitchen Rental Agreement (the "Agreement") is made this 5 day of August 2016, by and between Wellfleet Commissary Kitchen (the "Commissary"), and Stephen Rome, the entrepreneur (the "Entrepreneur"). The Commissary and the Entrepreneur hereby agree as follows:

1. Services: The Commissary agrees to allow the Entrepreneur to use the commercial kitchen located at 2207 Rte 6, Wellfleet, MA 02667 (the "Kitchen").

2. Term: The term of this Agreement shall be from August 5, 2016 until October 31, 2016 (the "Term") and the hours of the Entrepreneur's use during the term shall be confined to 8 AM-9PM (the "Hours"). Use of the Kitchen outside the Hours requires prior written consent of the Commissary.

3. Termination: If the Entrepreneur wishes to renew this Agreement, the Entrepreneur will give 30 days' written notice prior to the end of the Term. If no such notice is given, the Entrepreneur agrees to vacate the Kitchen, leaving the Kitchen in substantially the same condition as it existed prior to the commencement of this Agreement, subject to the terms herein. Upon legal termination of this Agreement or the Entrepreneur's abandonment of the premises, whichever event occurs first, any personal or business effects of the Entrepreneur remaining in the Kitchen will become the property of the Commissary. At such time, the Commissary may change the locks on the Kitchen or otherwise deny the Entrepreneur further access thereto.

4. Payment: The Entrepreneur shall pay the Commissary a flat rate of \$500 per month on or before the first of each month for use of the Kitchen during the Hours (the "Rent"). The Entrepreneur shall deliver the Rent in the form of a check made payable to "MORE Trust" and delivered to the Commissary's address as listed above on or before the first of each month (the "Due Date") or mailed to same.

5. Late Payments: Any Rent not received by the Commissary on or before the Due Date shall be delinquent and the Commissary may immediately terminate this Agreement at its full discretion, subject to the Termination provision herein. If the Due Date falls on a weekend or holiday, the Entrepreneur accepts responsibility to ensure Rent is paid on or prior to such Due Date. An additional charge of \$30.00 may be applied to cover extra costs of handling a returned check.

6. Amenities: The Commissary will provide the following amenities in the Kitchen in consideration for the Rent:

a. Electricity, gas, water/sewer, and trash removal service.

b. Paper towels, toilet paper, bleach/sanitizer, dish soap, hand soap, surface cleaners, scrub sponges, mop, mop bucket, broom, dust pan, and ice melt (when applicable).

c. Reach-in (TBD), Walk-in refrigerator (1 side), freezer (1 side), and dry storage (area TBD).

The Entrepreneur may use those amenities listed in (6)(c) outside of the Hours. All other amenities can only be used during the Hours. Though the Commissary will make reasonable efforts to ensure that all listed amenities are available to the Entrepreneur during the Hours, the Commissary makes no representation that all amenities will be available at all times.

7. Access: The Commissary will provide the Entrepreneur with access codes and/or keys to the Kitchen. The Entrepreneur agrees that only Entrepreneur employees will access the Kitchen or otherwise use the access codes and/or keys provided by the Commissary under this Agreement. In addition, the Entrepreneur agrees that such use of access codes and/or keys shall be limited by the terms of this Agreement, including but not limited to the Hours as listed herein.

8. Insurance: The Entrepreneur will obtain a \$500,000 business insurance policy that names the Commissary as an additional insured. The Entrepreneur agrees to deliver a copy of such policy to the Commissary upon request.

9. Condition: The Entrepreneur will maintain the cleanliness of the Kitchen as outlined in the "Kitchen Chores," which are prominently posted on the walls of the Kitchen. A copy of the "Kitchen Chores" is also attached as Exhibit A hereto. The Entrepreneur will make no alterations, installations, repairs, or redecoration (including painting) of any kind to the Kitchen without obtaining prior written consent from the Commissary. The Entrepreneur also hereby agrees to pay for any damage to the Kitchen caused by acts, whether intentional or accidental, committed by the Entrepreneur or any family, guests, customers, employees, or other agents of the Entrepreneur. Likewise, the Entrepreneur hereby agrees to accept responsibility to the fullest extent under the law for any thefts, accidents, or other sources of liability related to use of the Kitchen, unless such use was solely the result of the Commissary's negligence. The Entrepreneur shall abide by any laws and regulations regarding care and occupancy of the Kitchen and give prompt notice to the Commissary of any maintenance required.

10. Destruction of the Kitchen: If the Kitchen is destroyed or otherwise made untenable by fire, natural disaster, or any other cause, either party shall have the right to terminate this Agreement immediately upon notification. Upon such termination under this Section 10, the Commissary will return any portion of any prepaid rent, as pro-rated by the Hours used during such month. Nothing herein shall be construed so as to compel the Commissary to rebuild the Kitchen in case of destruction.

11. Miscellaneous: This Agreement constitutes the entire understanding between the parties and shall be governed in accordance with the laws of the Commonwealth of Massachusetts.

This Agreement may not be assigned by either party without prior written consent of the other party.

Agreed and accepted as of the date first set forth above.

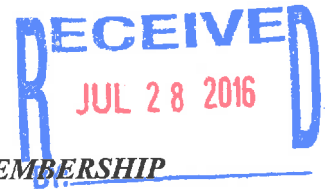
By: Suzanne E. Gray
Title: MORE TRUSTEE

By: _____
Title: _____

SUZANNE E. GRAY
8.5.16



TOWN OF WELLFLEET
APPLICATION FOR TOWN BOARDS & COMMITTEES MEMBERSHIP



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

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

☐ Name Rhonda Fowler Date 7/28/16

Mailing Address 11 Pine Point Way

Wellfleet, MA 02667

Phone (Home) 508-349-6351 (cell) 978-314-8306

E-mail Rsfowler123@gmail.com

- ☒ Please describe briefly any work experience, including volunteer service, that you feel would be useful to the Town: Chair in Sudbury, Ma of Cultural Council in past, planned cultural Arts and science enhancements to regular curriculum K-8 Director "no-kill" animal shelter 19 years! All volunteer positions.
Zoning, Conservation Secretary paid
- ☒ Please add any other information that you think may be useful, including education or other formal training, specialized courses, professional licenses or certifications, etc.:

5 years University degrees in sociology,
Psychology of the family, urban planning
(only 1 year) went to university for
classical violin

☒ Committees/Boards of Interest: 1) Cultural Council

2) _____

3) _____

Thank you
Rhonda S. Fowler
978-314-8306 (c)

MAUREEN SCHRAUT
FOR
FRIENDS OF WELFLEET
COA

TOWN OF WELFLEET
APPLICATION FOR PERMIT TO USE TOWN OWNED PROPERTY

Applicant M. SCHRAUT Affiliation or Group COA
Telephone Number 508-349-0034 Mailing Address PO B 1613
Email address REDROJA1@COMCAST.NET 02667

Town Property to be used (include specific area) TOWN HALL LAWN, HARBOR
AREA - PARKING LOT - LIBRARY OUTSIDE AREA

Date(s) and hours of use: VARIOUS DATES/TIMES up to 9/15/16

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.

SELLING OF RAFFLE TICKETS TO BENEFIT COA -
EQUIPMENT CONSISTS OF 1-2 CHAIRS + SMALL TABLE - EASEL
1-2 people

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

NONE

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

Action by the Board of Selectmen:

_____ Approved as submitted

_____ Approved with the following condition(s): _____

_____ Disapproved for following reason(s): _____

Date: 8/4/16

Processing Fee: 20.00 paid

Fee: _____

(over)

APPLICANT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSPECTIONS

Health/Conservation Agent: Comments/Conditions: Permits/Inspections needed:	Inspector of Buildings: Comments/Conditions: Permits/Inspections needed:
--	---

Police Department: <i>Chief [Signature]</i> Comments/Conditions:	Fire Department: <i>Richard J. Pauley, Jr. (H)</i> Comments/Conditions:
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DPW: <i>Phone OK 8/4</i> Comments/Conditions <i>Trash is the responsibility of the applicant.</i>	Community Services Director: <i>SG Thomas</i> Comments/Conditions: <i>(OK)</i>
---	--

Harbormaster: <i>phone OK. 8/4</i> Comments/Conditions	Library <i>phone OK 8/4</i> Comments/Conditions
---	--

Recreation: Comments/Conditions	Town Administrator: <i>Bue</i> Comments/Conditions <i>Proof of raffle permit from Town Clerk</i> <i>fee: no fee, benefits the Town</i> <i>Library approves use of its property</i>
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TOWN OF WELFLEET
Department of Public Works
220 West Main Street
Wellfleet, MA 02667

Paul Lindberg
Assistant Director

Phone: 508-349-0315
Fax: 508-349-7085

August 2, 2016

Board of Selectmen
Town of Wellfleet
300 Main Street
Wellfleet, MA 02667

Reference: Private Paved Roads

In November of 2012 the Board of Selectmen adopted a policy for the Maintenance of Paved Private Roads eligible for snow plowing by the Town. Residents of Paved Private Roads (PPR) have had 4 full years to gain compliance. The Town has reached out to the residents of paved private roads through print media, tax bill flyers, the Town web site, the Public Works office and Board of Selectmen meetings.

As of July 28, 2016, 53% of PPR are in compliance with the policy, 47% of the roads are non-compliant. The dead line for compliance to be plowed for the 2016-2017 winter is October 28, 2016. The policy will be enforced this winter 2016-2017. We are hopeful that the residents affected by the policy will comply by the deadline of October 28, 2016.

Sincerely,

Paul Lindberg
Assistant Director

PL/jgl

Paved Private Road Inspection Report of Deficient Roads

Updated July 29, 2016

Note: "X" does not comply

Road Names	Signage Needed	Height Pruning Needed	Shoulder Pruning Needed	Road Surface Repair Needed	Road Width Not Adequate	Emergency Vehicle Access Not Adequate
Alves Road	X	X	X	X		
Arey Ave.	X	X	X			X
Back Drive	X	X	X	X		
Bartlett Road	X	X	X			
Bay View Road	X		X			
Bayberry Lane		X	X	X		
Beachwood Lane			X			
Belding Way	X	X	X			
Brown's Neck Ext.	X	X	X	X		
Caledonia Path	X	X	X			
Castagna Drive		X	X			
Coors Way	X	X	X			
Crest Ave.	X	X	X			
Daniel's Drive	X	X	X	X		
Day Road	X	X	X			
Designer's Road		X	X			
Drummers Cove Road	O	X	X	O		O
East Hill Road	O		X			
Eden Lane		X	X			
Elisha Witherell Road	X	X	X			
Freeman Ave.		X				X
Grist Mill Way	X		X			
Haywain Way	X	X	X			
Henry Doane Lane	X		O			
Herring River Road	X	X	X			
Hidden Acres		X	X			
Hiram Hill Road	O	X	X	X		X
Indian Walk	X	X	X			
Indian Walk East	X	X	X			X
Ira Freeman Lane	O	X	X			
Joshua Cook Lane	X	X	X			
Kerouach Road		X	X	X		
Kincaid Street	X	X				
Knowles Dyer Road	X	X	X			
Marven Way	X	X	X			
Mehitable Lane	X	X	X			X
Oak Ridge Drive	X	X	X			
Old Hay Road	X	X	X			
Old Mill Way	X		X			
Partridge Way	X	X	X			
Peace Valley Road		X	X	X		
Perch Pond Way	X		O			
Pheasant Run	X	X				

Paved Private Road Inspection Report of Deficient Roads

Updated July 29, 2016

Note: "X" does not comply

Road Names	Signage Needed	Height Pruning Needed	Shoulder Pruning Needed	Road Surface Repair Needed	Road Width Not Adequate	Emergency Vehicle Access Not Adequate
Pine Ave.	X	X	X			
Pleasant Point Ave.	X	X	X			
Priscilla Road	X		X			X
Richard's Way		X				
Ridge Street Ext.						
River Harbor Road	X		X			
Riverview Road	O	X	X	X		
Rose Lane		X	X			X
Sarett Lane	X	X	X			
Swann's Way	X	X	X			
Thomas Coles Lane	X		X			
Timway Road	X	X	X	O		
Uplands Drive						
Upper Marsh Road	X		O			
Wood Duck Lane	X	X	X			
Woodlot Way	X	X	X			X

Paved Private Road Inspection Report Needing Signage Only

Road Names	Signage Needed	Height Pruning Needed	Shoulder Pruning/Grading Needed	Road Surface Repair Needed	Road Width Not Adequate	Emergency Vehicle Access Not Adequate
Cranberry Way	X					
Dow Drive	X					
Whitetail Lane	X					



TOWN OF WELLFLEET

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

MEMORANDUM

TO: BOARD OF SELECTMEN
FROM: ACTING TOWN ADMINISTRATOR
SUBJECT: CONTRACT AMENDMENTS FOR POLICE FACILITY RENOVATION PROJECT
DATE: 8/5/2016
CC: TOWN ACCOUNTANT AND TREASURER

Enclosed are two amendments (2 and 3) for the Contract for Designer Services for the Police Facility Renovation Project.

Amendment 2 is for \$3,393.50 for additional services required for Geotechnical Consulting Services. The work includes soil testing and analysis to assess the suitability of reusing the onsite materials as backfill and to provide preliminary foundation recommendations (see attachment).

Amendment 3 is for \$5,170 for additional services required for Hazardous Materials Consulting Services. The services include inspections and hazardous materials design services (see attachment).

Proposed Motion:

To authorize the Acting Town Administrator to execute and sign Amendment 2 in the amount of \$3,393.50 and Amendment 3 in the amount of \$5,170 for additional services as part of the Designer Services Contract with Kaestle Boos Associates, Inc.

Town of Wellfleet, Massachusetts
CONTRACT FOR DESIGNER SERVICES
AMENDMENT NO. 2

WHEREAS, the Town of Wellfleet (“Owner”) and Kaestle Boos Associates, Inc. (the “Designer”) (collectively, the “Parties”), entered into a Contract for Designer Services for the Wellfleet Police Facility Renovation Project (“Contract”) on March 14th, 2016.

WHEREAS, effective as of July 15, 2016, the Parties wish to amend the Contract:

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained in this Amendment, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. The Owner hereby authorizes the Designer to engage a consultant to perform additional services pursuant to the terms and conditions set forth in the Contract, as amended.
2. For the performance of the additional services required, the Designer shall be compensated by the Owner the following fee for:

Additional Services

Consulting Geotechnical Services:	\$3,393.50
--	-------------------

This Amendment is a result of:

Additional services required for additional Geotechnical Consulting Services (see attached Exhibit A) on the Wellfleet Police Facility Renovation project.

3. The Owner agrees to indemnify and hold Kaestle Boos Associates, Inc. (“KBA”) harmless from any and all losses, claims, liabilities, expenses and/or damages due to or arising out of any act, error or omission in the performance or product of any Geotechnical Consultant engaged by KBA to perform any such services, provided that no act, error or omission of KBA, its officers or employees caused, or was in any way responsible for, such loss, claim, liability, expense and/or damage. Except with respect to claims described in the “provided that” section of the previous sentence, the Owner agrees to pursue recovery of, and assert claims based upon, any such losses, claims, liabilities, expenses and/or damages (as described in the preceding sentence) solely and directly against any such consultant engaged by KBA.

The Architect agrees to insert the following clause in agreements with any Geotechnical Consultant it engages for the Owner's convenience:

"The consultant acknowledges that it is being hired directly by the Architect, and not the Owner, for the convenience of the Owner. In addition, the Consultant acknowledges that the following clause has been accepted by the Owner in relation to the Consultant's services:

The Owner agrees to hold Kaestle Boos Associates, Inc. ("KBA") harmless from any and all losses, claims, liabilities, expenses and/or damages due to or arising out of any act, error or omission in the performance or product of any Geotechnical Consultant engaged by KBA to perform any such services, provided that no act, error or omission of KBA, its officers or employees caused, or was in any way responsible for such loss, claim, liability, expense and/or damage. Except with respect to claims described in the "provided that" section of the previous sentence, the Owner agrees to pursue recovery of, and assert claims based upon, any such losses, claims, liabilities, expenses and/or damages (as described in the preceding sentence) solely and directly against any such consultant engaged by KBA.

The Consultant acknowledges and expressly accepts that the Owner is a third party beneficiary of this Agreement, and, therefore, the Owner may make a direct claim against the Consultant based on its third party beneficiary status."

IN WITNESS WHEREOF, the Owner and the Designer have caused this Amendment to be executed by their respective authorized officers.

OWNER

(print name)

(print title)

By _____

Date _____

ARCHITECT (Kaestle Boos Associates, Inc.)

Michael J. McKeon, AIA, LEED AP

(print name)

Vice President

(print title)

By _____


Date _____
7/22/2016



LGCI

Lahlaf Geotechnical Consulting, Inc.

May 19, 2016

Mr. Todd Costa
Kaestle Boos Associates
325 Foxborough Blvd., Suite 100
Foxborough, MA 02035
Phone: (508) 549 9906
Fax: (508) 549-9907
E-mail: tcosta@kba-architects.com

**Re. Proposal for Geotechnical Services
Proposed Police Facility
Wellfleet, Massachusetts
LGCI Proposal No. 16047**

Dear Mr. Costa:

Lahlaf Geotechnical Consulting, Inc. (LGCI) appreciates the opportunity to submit this proposal to provide preliminary geotechnical services for the proposed police facility in Wellfleet, Massachusetts. Our proposal is based on information provided to us in your request for proposal (RFP) dated May 16, 2016 and during our subsequent phone conversation.

The purpose of our services is to perform preliminary subsurface explorations and to provide preliminary foundation recommendations, including our opinion about the feasibility of shallow foundations.

Project Understanding and Site Description

We understand that the Town of Wellfleet plans two additions near the southeastern corner and the northwestern corner of the existing police station. The existing police station is located on Lawrence Road. Information about the size and type of the proposed additions was not available at the time of this proposal.

You indicated to us that the Town will provide an excavator to dig test pits within or near the footprint of the proposed additions.

Proposed Scope of Work

1. Utility Location – We have assumed that the test pit locations will be staked by others who will contact the utility clearance agency (Dig Safe Systems, Inc.). LGCI will not assume responsibility for damage to unmarked or mismarked underground features.
2. Test Pits – We request that the test pits be advanced to depth of about 12 feet or to refusal, whichever occurs first. The test pits should be backfilled with the excavated material that should be placed in 1 to 2 foot lifts and compacted with the excavator bucket.

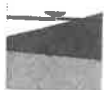
3. Geotechnical Field Engineer – You indicated to us that the Town of Wellfleet DPW will provide an excavator to dig test pits at the site as preliminary explorations. We will provide a field engineer at the site to coordinate and observe the test pits, collect soil samples, and prepare field logs
4. Laboratory Testing – We will submit two (2) soil samples from the test pits for grain-size analysis or Atterberg Limits. The purpose of the tests is to assess the suitability of reusing the onsite materials as backfill.
5. Geotechnical Letter Report – We will prepare and submit our letter report electronically. Our letter report will include the following:
 - Summary of the subsurface investigation methods used;
 - Description of the subsurface conditions;
 - LGCI's test pit logs;
 - Depth to refusal, if encountered;
 - Plan showing test pit locations;
 - Groundwater data;
 - Laboratory test results;
 - Our opinion about the feasibility of shallow foundations;
 - Preliminary recommendation for allowable net bearing pressures for shallow foundations, or alternate foundation system, if needed;
 - Preliminary recommendations for subgrade preparation and backfill including removal of unsuitable soils, and suitability of reusing onsite materials as backfill.

Our scope does not include attending meeting, reviewing specifications and drawings, or performing field services. We will be pleased to perform these services. Recommendations for unsupported slopes, stormwater management, erosion control, pavement design, and detailed cost or quantity estimates are not included in our scope of work. Our scope does not include environmental services. .

LGCI will not perform an assessment to evaluate the presence or absence of hazardous or toxic materials above or below the ground surface at or around the site. Any statement about the color, odor, or the presence of suspicious materials included in our boring logs or report will be made by LGCI for information only and to support our geotechnical services.

Proposed Schedule

Assuming that there are no delays with site access or other factors such as permitting, LGCI will begin scheduling the work upon receiving authorization in the form of a signed copy of this proposal. We require a minimum of 1 week notice to schedule our field engineer. LGCI can provide you with preliminary test pit logs and preliminary geotechnical recommendations within one week of completing the explorations. We will submit our geotechnical report about two weeks after the end of our explorations.



Project Fee

LGCI will perform the scope of work described above for a lump sum of \$3,085:

No services beyond those described above would be provided without your prior knowledge. If site conditions or your needs require a change in the scope of work, we will prepare for your approval a change order request that summarizes the changes to the project scope and fee. The fee is based on the following additional conditions:

- Additional consultation during design and construction will be performed on a time and expenses basis using the following rates: \$97/hour for field engineer and \$125/hour for senior geotechnical engineer.
- Our costs and fees indicated in this proposal are valid for a period of six months from the date of the proposal. Our unit rates will be increased by 4 percent per year after the first 6 months following the date of this proposal.

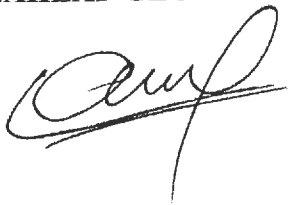
Terms and Conditions

We propose to perform our work in accordance with LGCI's Standard Conditions for Engagement (attached). Your acceptance of this proposal by signing and returning one complete copy will form our agreement for these services, and will serve as written authorization to proceed with the described scope of work.

LGCI trusts that the above proposal will be sufficient to meet your needs. If this proposal is acceptable, please sign and return a complete copy of this proposal to LGCI. If you have any questions, please call us at (978) 330-5912.

Sincerely,

LAHLAF GEOTECHNICAL CONSULTING, INC.



Abdelmadjid M. Lahlaf, Ph.D., P.E.
Principal Engineer

Enclosures: LGCI's Standard Conditions for Engagement

Agreed to by (please type name): _____ on (date): _____

Company Name: _____

Signature: _____



Town of Wellfleet, Massachusetts
CONTRACT FOR DESIGNER SERVICES
AMENDMENT NO. 3

WHEREAS, the Town of Wellfleet (“Owner”) and Kaestle Boos Associates, Inc. (the “Designer”) (collectively, the “Parties”), entered into a Contract for Designer Services for the Wellfleet Police Facility Renovation Project (“Contract”) on March 14th, 2016.

WHEREAS, effective as of July 29, 2016, the Parties wish to amend the Contract:

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained in this Amendment, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. The Owner hereby authorizes the Designer to engage a consultant to perform additional services pursuant to the terms and conditions set forth in the Contract, as amended.
2. For the performance of the additional services required, the Designer shall be compensated by the Owner the following fee for:

Additional Services

Hazardous Materials Consulting:

Task 1	\$2,420
Task 2	<u>\$2,750</u>
TOTAL	\$5,170

This Amendment is a result of:

Additional services required for Hazardous Materials Consulting Services (see attached Exhibit A) on the Wellfleet Police Facility Renovation project.

3. The Owner agrees to indemnify and hold Kaestle Boos Associates, Inc. (“KBA”) harmless from any and all losses, claims, liabilities, expenses and/or damages due to or arising out of any act, error or omission in the performance or product of any Hazardous Materials Consultant engaged by KBA to perform any such services, provided that no act, error or omission of KBA, its officers or employees caused, or was in any way responsible for, such loss, claim, liability, expense and/or damage. Except with respect to claims described in the “provided that” section

of the previous sentence, the Owner agrees to pursue recovery of, and assert claims based upon, any such losses, claims, liabilities, expenses and/or damages (as described in the preceding sentence) solely and directly against any such consultant engaged by KBA.

The Architect agrees to insert the following clause in agreements with any Hazardous Materials Consultant it engages for the Owner's convenience:

"The consultant acknowledges that it is being hired directly by the Architect, and not the Owner, for the convenience of the Owner. In addition, the Consultant acknowledges that the following clause has been accepted by the Owner in relation to the Consultant's services:

The Owner agrees to hold Kaestle Boos Associates, Inc. ("KBA") harmless from any and all losses, claims, liabilities, expenses and/or damages due to or arising out of any act, error or omission in the performance or product of any Hazardous Materials Consultant engaged by KBA to perform any such services, provided that no act, error or omission of KBA, its officers or employees caused, or was in any way responsible for such loss, claim, liability, expense and/or damage. Except with respect to claims described in the "provided that" section of the previous sentence, the Owner agrees to pursue recovery of, and assert claims based upon, any such losses, claims, liabilities, expenses and/or damages (as described in the preceding sentence) solely and directly against any such consultant engaged by KBA.

The Consultant acknowledges and expressly accepts that the Owner is a third party beneficiary of this Agreement, and, therefore, the Owner may make a direct claim against the Consultant based on its third party beneficiary status."

IN WITNESS WHEREOF, the Owner and the Designer have caused this Amendment to be executed by their respective authorized officers.

OWNER

(print name)

(print title)

By _____

Date _____

ARCHITECT (Kaestle Boos Associates, Inc.)

Michael J. McKeon, AIA, LEED AP

(print name)

Vice President

(print title)

By  _____

Date 8/1/2016 _____

April 14, 2016

Mr. Todd Costa
Kaestle Boos Associates, Inc.
325 Foxborough Boulevard, Suite 100
Foxborough, MA 02035

Reference: Hazardous Materials Consulting Services
Wellfleet Police Station

Dear Mr. Costa:

Thank you for the opportunity for Universal Environmental Consultants (UEC) to provide professional services.

We are pleased to submit our proposal for Hazardous Materials Consulting Services at the Wellfleet Police Station.

Should this proposal meet with your approval, kindly execute and return the enclosed proposal.

Please do not hesitate to contact us if you have any questions.

Very truly yours,

Universal Environmental Consultants



Ammar M. Dieb
President

UEC:\proposals\IDM\KBA-Wellfleet Police-IDM-21E

Enclosure

**PROPOSAL
FOR
HAZARDOUS MATERIALS CONSULTING SERVICES
WELLFLEET POLICE STATION**

SCOPE OF SERVICES:

TASK I (Inspection Services):

- A. **Inspection for Asbestos Containing Materials (ACM)** – Conduct a determination inspection of the Station for accessible ACM.
- B. **Bulk Samples Collection** – Collect bulk samples from suspect materials and analyze these samples for asbestos by Polarized Light Microscopy (PLM) using the Point Count Method (if needed). It is estimated that 50 bulk samples will be collected. Bulk samples will be collected and analyzed from the following materials suspected to contain asbestos:
- | | | | |
|-----------------------|---------------|----------------------|--------------------|
| Floor Tile and Mastic | Ceiling Tile | Glue on Ceiling Tile | Thermal Insulation |
| Window Putty | Door Putty | Ceiling/Wall Plaster | Transite Board |
| Vapor Barriers | Soffit Panels | Fire-proofing | Damproofing |
| Vent Grilles Caulking | Skim Coat | Paper under Hardwood | other suspect ACM |
- C. **Inspection for Polychlorinated Biphenyls (PCB's)** – Perform a visual inspection of the light fixtures for the presence of PCB's in ballasts and mercury in tubes. No testing will be performed.
- D. **Testing for PCB's** – Collect bulk samples from caulking and analyze for PCB's. It is estimated that 3 bulk samples will be collected.
- E. **Testing for Lead Based Paint** – Collect bulk samples from various painted surfaces and analyze for the presence of lead. It is estimated that 5 bulk samples will be collected.
- F. **Inspection for underground oil storage tanks** – Conduct a visual inspection for underground oil storage tanks. No testing will be performed.
- G. **Testing for mercury in rubber flooring** – Collect two (2) bulk samples from rubber flooring and analyze for mercury. If mercury was found additional sampling of the slab will be required to be performed during the design phase.
- H. **Inspection for Hazardous Materials** – Perform a visual inspection for the presence of other hazardous materials. No testing will be performed.
- I. **Prepare a Final Report** – Prepare a final report with samples results, locations and quantities of ACM and other hazardous materials and cost estimates for remediation.

TASK II (Hazardous Materials Design Services):

- A. Prepare Contract Specifications based on the recommendations as accepted by the client to include the following:

- Asbestos;
- Environmental Procedures;
- Other HAZ MAT;

B. Prepare addenda and provide any additional information required during the bid period.

TASK III (Asbestos Construction Monitoring and Air Sampling Services):

- A. The designer will review submittals provided by the contractor.
- B. The Industrial Hygienist(s) (Certified Project Monitors) and designer will attend a pre-construction conference prior to start of work. The conference establishes specific scheduling requirements, logistical arrangements, chain of command, and emergency procedures and phone numbers.
- C. Industrial Hygienist(s) will provide on-site asbestos abatement and building demolition project monitoring and observe the contractor's practices and procedures during the removal process.
- D. Industrial Hygienist(s) will attend meetings during asbestos abatement activities.
- E. Industrial Hygienist(s) will collect and analyze air samples in accordance with Federal and State regulations as follows:
 - ◆ Background air samples by Phase Contrast Microscopy (PCM) prior to the commencement of abatement activities in each area to establish the ambient levels of airborne fibers.
 - ◆ General area air samples by PCM during abatement activities both inside and outside abatement work areas to verify airborne fiber levels do not exceed required limits.
 - ◆ Clearance air samples by PCM as required by Federal and State regulations. PCM samples will be collected and analyzed on-site in accordance with 40 CFR 763 as required by Federal and State regulations.
- F. Perform a final inspection and complete a "punch" list. Follow up on completion of the "punch" list items.
- G. Produce a final report, including daily logs, sample results, contractor logs and waste manifests, based on EPA compliance audit protocol.

PAYMENT:

UEC will submit one invoice. Invoices shall be paid within ten (10) days from client's receipt of payment from the owner.

FEES FOR SERVICES:

TASK I (Inspection Services):

Lump Sum Fee including all sampling of

\$ 2,200.00

TASK II (Hazardous Materials Design Services):

Lump Sum Fee of

\$ 2,500.00

~~TASK III (Asbestos Construction Monitoring and Air Sampling Services):~~

~~Fees for services will be charged on time and material basis with an estimated fee as follows.~~

Pre-Construction Meeting	\$ 450.00
Submittals Review for Asbestos	\$ 250.00
Industrial Hygienist per Shift (regular time)	\$ 375.00
Industrial Hygienist per Shift (overtime, weekends)	\$ 562.00
Per additional hour (overtime, weekends)	\$ 75.00
Designer and Project Manager (per hour)	\$ 115.00
Per PCM air samples	\$ 20.00
Closure Report	\$ 350.00

~~The estimated not to exceed fee \$ 8,500.00~~

~~The fee might be adjusted after completion of Task I.~~

Proposal Authorized By:



Ammar M. Dieb
President

Proposal Accepted by:

Signature: _____

Name: _____



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: Brian Carlson, Acting Town Administrator
Subject: Town Administrator's Report
Date: August 5, 2016

Reported on items from the period July 26th through August 5, 2016.

- 1 Procurement and Public Works:
 - a. Procurement documents seeking bids to complete work on the canopy and other repairs at the Transfer Station has been posted. Bids are due on August 16th at 2:00PM.
 - b. The Water Tower Spot Painting procurement produced one respondent. The Board of Water Commissioners will review the response at their August 16th meeting.
 - c. We will be posting a procurement for the re-construction of the tennis courts at Baker Field with the intention of having the work completed this fall.
 - d. We will be posting a procurement for a feasibility study and design and construction of a new expansion to the White Crest Parking Lot with the intention of having the expansion completed for use next summer.
- 2 Meetings
 - a. July 27, 2016. Met with the Library Addition Selection Committee to interview Hale Associates for a Design contract for the Library project.
 - b. July 29, 2016. Met with the Under Secretary of Community Development and Housing at the meeting hosted at Truro Town Hall.
 - c. July 29, 2016. Met with the Manny Smith about the Cultural District Application process and general economic development.
 - d. August 3 and 4, 2016. Had a conference call with MEMA and Curt Felix regarding a possible appeal to a FEMA determination letter regarding possible reimbursement for storm damage to the oyster facility in the harbor.
 - e. August 5, 2016. Had a call with MIIA regarding staff trainings for the fall.
- 3 Complaints.
- 4 Miscellaneous.
 - a. I have received my Massachusetts Certified Public Purchasing Official (MCPPO) certification from the Inspector General's Office. The designation is valid for 3 years.
- 5 Personnel Matters:

TOWN ADMINISTRATOR'S REPORT TO THE SELECTMEN

- a. Administrative actions (appointments are subject to disapproval by majority vote of the Board of Selectmen within 14 days; Charter section 5-4-1):
 - i. None.
- b. The new Library Outreach Coordinator, Gabrielle Griffis started work on Aug 1st.
- c. Current employment vacancies (Charter 5-3-2 (i)):
 - i. Transfer Station equipment operator position will be advertised in the Cape Cod Times and the Cape Codder newspapers. Applications will be due August 24th.
 - ii. Full Time Firefighter/Paramedic.

Date: August 4, 2016
To: Board of Selectmen
From: Jeanne Maclauchlan
Re: Vacancies on Town Boards

Bike & Walkways Committee (5 Members)

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

Building and Needs Assessment Committee (5 Members)

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

Cable Advisory Committee (5 Members)

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

Cape Light Compact Governing Board (1 member, 1 alternate)

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

Commission on Disabilities (up to 7 Members)

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

Comprehensive Wastewater Management Planning Committee (7 Members)

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

Cultural Council (no more than 22 members)

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

Energy Committee (11 members total)

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

1 BOS Rep

Requesting Appointment: No applications on file

Finance Committee (9 members, 2 alternate)

Vacant Positions	Appointing Authority	Length of Term
1 Position	Town Moderator	2 years to complete term
1 Alternate Position		3 years
Requesting Appointment: No applications on file		

Herring Warden (1 Warden, 1 Assistant Warden)

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

Historical Commission (7 Members)

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

Marina Advisory Committee (7 Members, 2 Alternates)

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

Open Space Committee (7 Members)

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

Personnel Board (4 members + TA + FinCom Rep)

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

Recreation Committee (5 members)

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

Recycling Committee (11 members)

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

Shellfish Advisory Board (7 Members, 2 Alternates)

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



DRAFT
**Wellfleet Board of Selectmen
Minutes of July 26, 2016
Wellfleet Senior Center**

Present: Selectmen Dennis Murphy, Helen Miranda Wilson; Berta Bruinooge, Janet Reinhart; Acting Town Administrator Brian Carlson; FinCom Members: Stephen Polowczyk, Ira Wood, Janet Loewenstein, Linda Pellegrino, Arlene Kirsch; Police Station Design Building Committee: Hugh Guilderson, Harry Terkanian and Police Chief Ronald Fisette (no quorum)

Regrets: Selectman Jerry Houk; Fin Com Members: Robert Wallace; Liz Sorrell; Kathleen Granlund, Fred Magee; Police Station Design Building Committee: Sean Donoghue, Mark Vincent and Jay Horowitz

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

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

- Wilson announced that the Charter Review Committee is accepting comments and suggestions for the upcoming revision of the Town Charter.
- Terkanian announced that the Charter Review committee invitation to submit comments is posted online on the web site homepage under news and announcements.
- Steven Polowczyk announced a vacancy on the Finance Committee due to the resignation of Sam Bradford and invited people to get in touch with Town Moderator Dan Silverman if interested to join.

Parking Clerk Appointment

MOTION 217-014: Reinhart moved and Bruinooge seconded to appoint the Acting Town Administrator Brian Carlson as Parking Clerk with a term to June 30, 2017. The motion passed 5-0.

Public Hearing(s) [7:05]

Murphy opened the public hearing at 7:05 pm to consider to discontinue maintenance of portion of High Toss Road.

MOTION 217-015: Wilson moved pursuant to General Laws, chapter 82, section 32A, to discontinue maintenance of that portion of High Toss Road bounded on the west by its intersection with Duck Harbor Rd and bounded on the east by its intersection with Rainbow Ln, a distance of approximately one thousand feet. Reinhart seconded and the motion passed 4-0.

Cultural Council Appointments

The Selectmen interviewed Louise Ann Ledkovsky, Judith Cumbler and Richard Willecke for their interest to serve on the Cultural Council.

MOTION 217-016: Bruinooge moved to appoint Louise Ann (Gigi) Ledkovsky to the Cultural Council with a term to June 30, 2019. Wilson seconded and the motion passed 4-0.

MOTION 217-017: Reinhart moved to appoint Judith Cumbler to the Cultural Council with a term to June 30, 2019. Wilson seconded and the motion passed 4-0.

MOTION 217-018: Wilson moved to appoint Richard Willecke to the Cultural Council with a term to June 30, 2019. Bruinooge seconded and the motion passed 4-0.

Planning Board Appointment

Mary Ellen Manning presented her interest to serve on the Planning Board.

MOTION 217-019: Reinhart moved to appoint Mary Ellen Manning to the Planning Board with a term to June 30, 2019. Wilson seconded and the motion passed 4-0.

Use of Town Property

The Board discussed a use of town property request by the Wellfleet Democrats to distribute literature on Saturdays and Sundays in August and September on Town Hall lawn. Wilson said that based on the US Constitution Freedom of Speech Act she would recommend no fee.

MOTION 217-020: Wilson moved to grant the request of Wellfleet Democrats to use Town Hall lawn to distribute literature on Saturdays and Sundays from 10 am to 12 pm in August and September with the condition to pick-up trash after the event and no fee. Reinhart seconded and the motion passed 4-0.

Joint meeting with the Finance Committee and the Police Station Building Committee to hear an update on the police station renovation project. [Police Station Design Building Committee & Rick Pomroy]

Steven Polowczyk called the Finance Committee meeting to order at 7:17 pm.

Richard Pomroy of Pomroy Associates, Inc and Todd Costa of Kastle Boos Associates gave a power point presentation for the Police Station renovation project. The highlights of the presentation were the updated project cost estimate based on two independent estimators. The preliminary May 31, 2016 estimate was for \$6,025,513 and the updated July 2016 estimate is for \$6,795,909; both totals are not including \$420,000 for elevator alternate with mark-ups. Pomroy explained the differences between the preliminary and their current estimates. Costa answered questions raised by Lowenstein about costly big ticket items. Pomroy gave details about a proposed temporary facility for the Police Department while under construction. He said that they went through the exercise of considering building a brand new Police Station versus renovating the existing building and based on the exercise a new facility would be more expensive and would delay the project by a year. He said that a renovated facility was the Police Chief's preferred option will meet the needs of the Police Department. The location adjacent to the water tower and across from Wellfleet Elementary School (WES) would be the most appropriate, and after the renovation the site could be used as an additional parking. Polowczyk wanted to know if the Police Department could be housed at the Fire Station during renovations. Pomroy and Fisette answered that the Fire Station would not be an appropriate location. Terkanian confirmed that the WES Principal Mary Beth Rodman does not object the proposed temporary arrangements across from the school. Costa and Pomroy answered Murphy's questions related to the future maintenance of the T-base ground coverage at the temporary site, budget allowances and other variable expenses. Lilli Green wanted to know about any energy efficiencies for the proposed building renovation. Pomroy went over the proposed energy efficiencies and explained that photo-voltaic solar system will not be possible on the current roof design. Wilson wanted to know if the south-facing slope has been considered for possible solar panels location. Loewenstein suggested addressing solar panels at a later time, in order to not interfere with the project time-line. Wood wanted to know if building a new, but smaller facility would be an adequate option. Fisette explained that all of the proposed space is needed to address the operations of the Police Department. Terkanian talked about deficiencies of the current building and the need for more space. Kirsch stressed the importance of the fact that considering a new building would delay the project and would cost more. Costa and Pomroy answered a question raised by Murphy about an estimated cost per square footage in the basement versus the upper levels by saying that the most expenses are located in the basement area because of plumbing and utilities. Wilson asked questions about the difference between a synthetic siding versus

wood shingles. Costa showed a display of the proposed siding material. Pomroy went over the new manufacturer warranty policy of 30 years at 100% replacement guarantee versus the previously offered 50-year pro-rated warranty. Terkanian clarified that the warranty on the paint is only 15 years. In conclusion Pomroy confirmed that the project schedule is currently on track. Terkanian said that Town Clerk had confirmed the possibility for a Special Town Meeting on November 15, 2016.

Polowczyk closed the Finance Committee meeting at 8:04 pm.

The Board of Selectmen resumed their regular meeting.

Notice of Intent application and a MESA Project Review Checklist and U.S. Army Corps of Engineers application for Department of the Army Permit for maintenance dredging of Wellfleet Harbor

Carlson presented his memo on the Harbor Dredging permitting and notice of intent application and checklist, and requested for the approval of the Board.

MOTION 217-021: Wilson moved and Bruinooge seconded to authorize the Chair of the Board of Selectmen to sign the Notice of Intent application and a MESA Project Review Checklist for maintenance dredging of all town managed channels and anchorages within Wellfleet Harbor. Discussion ensued about the impact of the Marina on the tidal flow and its impact on the Shellfishing industry. The motion passed 4-0.

Request for letter supporting legislation necessary for Herring River Restoration land swap

Ben Zehnder presented the proposed draft letter¹ and disclosed relationship with the Rosenbergs. Murphy said that Wilson had revised the letter and presented her changes. Zehnder appreciated the time taken by Wilson to revise the letter and said that the appropriate House Bill number needs to be inserted prior to sending.

MOTION 217-022: Wilson moved to send the legislative letter necessary for the Herring River Restoration land swap as amended to Representative Keating and Markey. Reinhart seconded. Zehnder clarified that he will provide the recipients list. The motion passed 4-0.

Approval of contract² for Housing Consulting Services

Carlson presented his memo³ requesting the Board to authorize him to sign the contract for housing consulting services with Karen Sunnaborg to June 30, 2017.

MOTION 217-023: Bruinooge moved to authorize Carlson to sign the contract with Karen Sunnaborg for housing consulting services to June 30, 2017. Wilson seconded and the motion passed 4-0.

Award of designer services contract for the Wellfleet Public Library reading room addition

Carlson went over his memo⁴ for the award of the designer services for the Library reading room addition. Hugh Guilderson clarified that the schedule needs to be updated due to delays caused by the prolonged bid review process, but spoke highly of the bidder. Bruinooge wanted to know if the reading room addition will have an impact on the parking area. Guilderson explained that the parking would actually be increased. Wilson asked if the tree peony will be impacted. Guilderson said that he will check on it.

MOTION 217-024: Reinhart moved to award the designer services contract for the Wellfleet Public Library reading room addition to Stephen Hale for the cost of \$25,000 paid out of the Board of Library Trustees funds appropriated for this purpose. Wilson seconded and the motion passed 4-0.

Assembly of Delegates Update

Lilli-Anne Green updated the Selectmen on the recent meeting of the Assembly of Delegates. She talked about a new tick-borne disease called Powassan Virus and gave a web site www.capecodextension.org for more information and public awareness. She also talked about two resolutions and their votes. Wilson reminded that information about tick testing through the University of Amherst lab for medical zoology is available online on the Town's website home page.

Award of Septic Pumping Services Contract

Carlson went over his memo⁵ on the subject and recommended awarding the septic pumping service contract to Robert B.

MOTION 217-025: Reinhart moved to award the septic services pumping contract to Robert B. Our. Wilson seconded and the motion passed 4-0.

Discussion and action on conflict of interest disclosures for Ali Sands

Carlson explained the need for the review of the conflict of interest form for Ali Sands disclosing financial interest.

MOTION 217-026: Bruinooge moved and Wilson seconded to make a determination that the financial interest is not substantial. The motion passed 4-0.

Authorize the Chair of the Board to sign the Final Draft MOU III for Herring River Restoration Project –

MOTION 217-027: Wilson moved to authorize the Chair of the Board of Selectmen to sign the Final Draft MOU III for Herring River Restoration Project after it is reviewed and approved by Counsel. Reinhart seconded and the motion passed 4-0.

Carlson said that Michael Ford or Bruce Guilmore can be engaged to review the HRRP MOU III.

Discussion to increase efficiency of the Board in processing routine requests

Murphy opened a discussion about increasing efficiency of the Board in processing routine requests as an attempt to expedite meetings. He said that there has been a suggestion for delegating routine matters like requests for Town Property use for weddings to the Principal Clerk. Based on his conversation with Jeanne Maclauchlan she would request reclassification if there were newly assigned duties. The Selectmen discussed this and did not favor the idea of re-classifying a position for processing routine requests and took no action on this matter.

Discussion of the Board of Selectmen FY 2017 Goals

The Selectmen talked about their goals for FY 2017 individually. Murphy will compile a list of all goals and have them on a future meeting agenda for a review and approval.

Town Administrator's⁶ Report

Carlson presented his report and talked about the hire of Gabrielle Griffin as the Library Outreach Coordinator not subject of the 14-day disapproval rule. Murphy wanted to know the status of the re-hire for the Transfer Station operator.

Future Concerns

Reinhart requested discussing standardizing fees for use of town property during a future meeting. Wilson shared that Ed Miller had informed her of his intent to resign from the Cultural Council.

Correspondence⁷ and Vacancy⁸ Report

DRAFT

Wilson mentioned a correspondence from MassDOT informing the Board that the proposed bicycle accommodations on Route 6 have been approved. Reinhart talked about communication with Dan Silverman about Open Cape and its importance to the Town.

Minutes [July 12 & July 14]

MOTION 217-028: Wilson moved and Reinhart seconded to approve the minutes⁹ of July 12, 2016 as amended by Wilson. The motion passed 3-0-1 (Bruinooge abstained).

MOTION 217-029: Wilson moved and Murphy seconded to approve the minutes¹⁰ of July 14, 2016. The motion passed 4-0.

Adjournment

MOTION 217-030: Bruinooge moved to adjourn the meeting at 9:13 pm. Wilson seconded and the motion passed 4-0.

Respectfully submitted,

Michaela Miteva, Executive Assistant

Public Record Documents:

- ¹ Draft letter by Ben Zehnder for legislative action for the HRRP
- ² Housing Authority contract with consultant for services ending June 30, 2017
- ³ TA memo on contract for consulting services for the Housing Authority
- ⁴ TA memo on contract award for the Library Reading Room addition
- ⁵ TA memo on awarding septic pumping services contract
- ⁶ TA Report of July 22, 2016
- ⁷ Correspondence Report of July 26, 2016
- ⁸ Vacancy Report of July 22, 2016
- ⁹ Draft minutes of July 12, 2016
- ¹⁰ Draft minutes of July 14, 2016