



## Board of Selectmen

**The Wellfleet Board of Selectmen will hold a public meeting on Tuesday, October 25, 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** *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 pm]**
  - A. Request received September 30, 2016 from Russell Swart to close Marconi Beach Restaurant from November 14, 2016 through late January, 2017.
- III. Appointments/Reappointments**
  - A. Appointments
    - 1) John Cumbler to Open Space Committee with term ending 06/30/17 [1 vacancy]
    - 2) John Szucs as Special Police Officer from November 1, 2016 to October 31, 2017.
    - 3)
- IV. Use of Town Property**
  - A. British Challenger Soccer Camp – Request for Three-year Camp Agreement
- V. Business**
  - A. Dredging and funding opportunities for Wellfleet Harbor [Mark Forest]
  - B. Update on the Water Tower Paint Repairs Project [Board of Water Commissioners]
  - C. Police Station Building Renovation Update [Building Committee]
  - D. Discussion of direction for Baker Field re-development project [ATA]
  - E. Environmental impact of the HRRP [Judith Stiles]
  - F. Discussion with Mr. Alfred Pickard regarding tree cutting [Pickard]
  - G. Contract authorization for Transfer Station Canopy [ATA]
  - II. Contract authorization for Tennis Court Reconstruction [ATA]
  - I. Contract authorization for Technical Assistance Grant from Cape Cod Commission [ATA]
  - J. Robert Mangiaratti of Arey Ln – Request for Snowplowing
  - K. Dog Licensing Issue [Maurice Grunberg]
  - L. Authorization for participation in Mass Docs program for 250 Gull Pond Road
  - M. Discussion of changing the meeting times [Reinhart]
  - N. Discussion of Building Inspector position and contract for temporary assistance [TA]
- VI. Town Administrator's Report**
- VII. Topics for Future Discussions**
- VIII. Correspondence and Vacancy Report**
- IX. Minutes [September 27, 2016 & October 4, 2016]**
- X. Adjournment**

RECEIVED  
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OCT 21 PM 1:40



## BOARD OF SELECTMEN

AGENDA ACTION REQUEST  
Tuesday, September 27, 2016

# II-A

### II. PUBLIC HEARING(S)

- A. Request received September 30, 2016 from Russell Swart to close Marconi Beach Restaurant from November 14, 2016 through late January, 2017.

<b>REQUESTED BY:</b>	Russel Swart
<b>DESIRED ACTION:</b>	Approve a request for a restaurant closure.
<b>PROPOSED MOTION:</b>	I move to approve the request of Russell Swart to close Marconi Beach Restaurant from November 14, 2016 through late January, 2017.
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s): _____
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____

TOWN OF WELLFLEET  
PUBLIC HEARING

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, October 25, 2016 at 7:05 p.m. in the Wellfleet Council on Aging to consider the following:

Request received September 30, 2016 from Russell Swart to close Marconi Beach Restaurant from November 14, 2016 through late January, 2017.

WELLFLEET BOARD OF SELECTMEN



*RUSS & MARIE'S*  
MARCONI BEACH  
*BBQ & SEAFOOD RESTAURANT*

September 30, 2016

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

Dear Wellfleet Board of Selectmen,

I am writing to request that my restaurant be closed commencing November 14, 2016 for repairs and renovations to the kitchen and dining rooms. I expect to be able to have all work finished, and anticipate a reopening date, in late January 2017. Thank you.

Sincerely,

***Russell Swart***

Russell Swart  
Owner

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Russell Swart, Owner  
545 Route 6 • South Wellfleet ~ PO Box 1741 • Wellfleet MA 02667  
508-349-6025 • [marconibeachrestaurant.com](http://marconibeachrestaurant.com)



## BOARD OF SELECTMEN

AGENDA ACTION REQUEST  
Tuesday, September 27, 2016

# III-1

### III. APPOINTMENTS/REAPPOINTMENTS

- 1) John Cumbler to Open Space Committee with term ending June 30, 2017 [1 vacancy]

<b>REQUESTED BY:</b>	John Cumbler. Supported by Open Space Committee Chair.
<b>DESIRED ACTION:</b>	Fill a vacancy on the Open Space Committee. Two applications on file (Brenda Correia).
<b>PROPOSED MOTION:</b>	I move to appoint John Cumbler to the Open Space Committee with term ending June 30, 2017.
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):  
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____



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

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

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

☐ Name John Cumber Date 9/26/08

Mailing Address 380 off Cragvasset Neck Rd  
Wellfleet MA 02667

Phone (Home) 508 349-7226 (cell) ~~508~~ 502-640-8937

E-mail Cumber@Louisville.edu

☐ Please describe briefly any work experience, including volunteer service, that you feel would be useful to the Town: Public Health Dept, Bike & Walking  
Park Service Volunteers. Professor - retired  
Environmental Studies

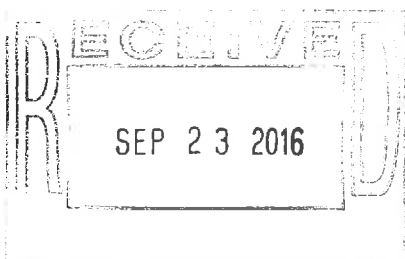
☐ Please add any other information that you think may be useful, including education or other formal training, specialized courses, professional licenses or certifications, etc.:

Have attended Open Spaces meeting

☐ Committees/Boards of Interest: 1) Open Spaces Committee

2) \_\_\_\_\_

3) \_\_\_\_\_





## BOARD OF SELECTMEN

AGENDA ACTION REQUEST  
Tuesday, September 27, 2016

# III-2

### III. APPOINTMENTS/REAPPOINTMENTS

2) John Sucs as Special Police Officer from November 1, 2016 to October 31, 2017.

<b>REQUESTED BY:</b>	Police Chief
<b>DESIRED ACTION:</b>	Appoint a Special Police Officer
<b>PROPOSED MOTION:</b>	I move to appoint John Sucs as Special Police Officer from November 1, 2016 to October 31, 2017.
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s): _____
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____

Town of Wellfleet  
Police Department

October 3, 2016

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

Subject: SPECIAL POLICE OFFICERS REAPPOINTMENT

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

Appointment Period:            November 01, 2016 through October 31, 2017

**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: Dan Hoort, Town Administrator





## BOARD OF SELECTMEN

AGENDA ACTION REQUEST  
Tuesday, September 27, 2016

# IV-A

### IV. USE OF TOWN PROPERTY

#### A. British Challenger Soccer Camp – Request for Three-year Camp Agreement

<b>REQUESTED BY:</b>	British Challenger Soccer Camp
<b>DESIRED ACTION:</b>	Approval of use Baker Filed with three-year agreement for soccer camp.
<b>PROPOSED MOTION:</b>	I move to approve the request of British Challenger Soccer Camp – Request for Three-year Camp Agreement. Conditions and use fee TBD.
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____



**Re: Challenger Sports British Soccer Camps**

**3 year resign**

The benefits of a 3 year resign are that the price increase is able to be kept to a minimum from year to year. The current price increase for 2017 is \$3 for the Mini Soccer program, \$4 for the Half Day program, and \$5 for the Full Day program. This increase could be even more moving into 2018. However if the town was to enter a 3 year agreement then the price would not increase from 2017 to 2018, and would only increase by a maximum of 3% in 2019 and 2020. This allows me to keep the cost down for your membership.

**Board of Health**

We will deal with all things regarding to the Board of Health, including collecting immunization records for all campers. Our staff meet all of the requirements of the regulations (up to date immunisation records, current physical, 5 year work history, 3 references). We make sure that at least one member of staff has first aid and CPR training, and all staff undergo a police background check in the UK along with a CORI and a SORI check in MA.

**Camp Marketing**

Challenger will supply all marketing materials, from brochures to large banners to hang at the fields. Challenger will also run a free promotional clinic to help generate interest in the camp.

**Free NSCAA membership**

Every one of your registered coaches will be given a free trial membership to the National Soccer Coaches Association of America! This will include access to the NSCAA Resource Library, the NSCAA Digital Soccer Journal, discounted convention registration, discounts on NSCAA residential academies, plus access to a number of additional discounts and benefits from NSCAA partners.

**Free Online Coaching Resource**

Every one of your registered coaches and players will be given access to Challenger's online coaching resource – [thechallengerway.com](http://thechallengerway.com) (Value \$79). The Challenger Way contains a comprehensive collection of HD video, pdf and on screen information for players and coaches of all ages and abilities.

**Free Coaching Material**

Challenger will provide your organization with a pdf Coaching Guide that can be easily copied and handed out to each of your coaches.

**Free Coaches Clinic**

Challenger coaching staff will provide your organization with a complimentary NSCAA approved parent coach clinic. This 2 hour class will help your volunteer coaches become familiar with Challenger's Progressive Coaching methodology and will explain how to structure the practice to include a warm-up, Unopposed & Opposed drills, Game Related practice, and finally coaching within the game.

Best Regards,  
Steve Hughes  
Regional Director



## 2017 BRITISH SOCCER CAMP AGREEMENT/CONFIRMATION

PLEASE CHECK ONE -

NEW 1 YEAR ☐

\*\* NEW 3 YEAR ☐ IN 2ND YR OF 3 YR FOR 2017 ☐ IN 3RD YR OF 3 YR FOR 2017 ☐

The agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2016 between British Soccer a division of CHALLENGER SPORTS CORP or its assignees, a corporation organized and existing under the laws of the State of Kansas, located at 8263 Flint, Lenexa, KS 66214 and herein referred to as "British Soccer" and:

Wellfleet Recreation Wellfleet, MA, herein referred to as "The Club"  
Organization Name City & State

### WHEREAS:

**1.0 Conditions:** "British Soccer" agrees that it will conduct and maintain an instructional soccer camp in accordance with the following:

- Coaches will hold the minimum of a Football Association Coaching License/Challenger/British Soccer Coaching certification.
- There will be at least one qualified coach for each coaching group (12-15) of campers.
- Each camp shall include five daily sessions Monday through Friday or other as specified. Sessions shall run for one hour, one and a half hours, two hours, three hours and six hours.

**1.1 Term of Contract** - please circle all appropriate camp programs and fees.

Camp fees: For 1 hour \$ \_\_\_\_\_ 1.5 hours \$ 96 2 hours \$ \_\_\_\_\_ 3 hours \$ 146 6 hours \$ 199  
The above camp prices are valid during and up to 7 days post camp.

(For any camper registering after the ball and shirt order has been taken 10 days before camp, there will be a \$10 late fee charged).

**1.2 Provisions:** "British Soccer" shall provide the following to the Club:

- One coaches clinic/special coaching session per week of camp, two hours in length, at no charge to "The Club" during the week of camp.
- A certificate of general liability coverage to all camps.
- Promotional literature, posters and operational and marketing support.
- A hand stitched soccer ball and T-shirt to each camper who registers for camp - unless otherwise stated.
- A replica British Soccer jersey to all campers who register on line before the early sign up deadline.
- The Camp coordinator will receive a free camp scholarship and free replica jersey.
- All host families will receive a rebate of \$80 towards the cost of their camp fees.

**2.0 Conditions accepted by the "The Club":**

- To provide an outdoor soccer field or training area which are deemed safe and suitable for instructional purposes. Approximate requirements, one field per 30 campers.
- Customer agrees that should payment not be made within 60 days from the invoice date (6 weeks after camp) a finance charge of 1.5% per month shall be applied to the total amount due until paid in full.
- Provide a Coordinator who shall be the local camp administrator and liaison between "British Soccer" and "The Club".
- Be responsible for the administration of camp applications and agrees to schedule equal numbers of campers to each half day session.
- Fourteen (14) days prior to camp "The Club" shall provide "British Soccer", the number of camper registrations. The number of coaches assigned will be based on this number. Additional campers may be enrolled after this date subject to availability of coaches.
- Solicit host families from "the Club" to house "British Soccer" coaching staff for the duration of the camp.

**2.1 Non Solicitation:** "The Club" agrees that it will not solicit the services of any member of the "British Soccer" Coaching staff for employment independent of "British Soccer."

The terms and/or conditions of this contract may be amended by Challenger Sports with 30 day written notice.

Camp Week	Week of Choice	Camp Week	Week of Choice	Camp Week	Week of Choice
May 22-May 26		June 26-June 30		July 31-Aug 4	
May 29-June 2		June 27-July 1		Aug 7-Aug 11	
June 5-June 9		July 10-July 14		Aug 14-Aug 18	
June 12-June 16		July 17-July 21		Aug 21-Aug 25	
June 19-June 23		July 24-July 28		Aug 28-Sept 1	

PLEASE PRINT: Name of Authorized officer for sponsoring organization: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ St: \_\_\_\_\_ Zip: \_\_\_\_\_

Daytime tel: ( ) \_\_\_\_\_ Eve. ( ) \_\_\_\_\_ email: \_\_\_\_\_

Date \_\_\_\_\_

Signature of authorized officer of operating organization

Steven Hyslop  
Signature of British Soccer Officer

Date 9/16/2016



## BOARD OF SELECTMEN

AGENDA ACTION REQUEST  
Tuesday, September 27, 2016

V-A

### V. BUSINESS

#### A. Dredging and funding opportunities for Wellfleet Harbor [Mark Forest]

<b>REQUESTED BY:</b>	BOS
<b>DESIRED ACTION:</b>	Identify funding opportunities for dredging the harbor.
<b>PROPOSED MOTION:</b>	N/A
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):  
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____



## BOARD OF SELECTMEN

AGENDA ACTION REQUEST  
Tuesday, September 27, 2016

# V-B

### V. BUSINESS

#### B. Update on the status of the Water Tower paint project

<b>REQUESTED BY:</b>	BWC
<b>DESIRED ACTION:</b>	Update the Water Tower Paint Project
<b>PROPOSED MOTION:</b>	N/A
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____



# TOWN OF WELLFLEET

300 MAIN STREET WELLFLEET MASSACHUSETTS 02667

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

[www.wellfleet-ma.gov](http://www.wellfleet-ma.gov)

To: Board of Selectmen  
From: BWC & Michaela Miteva, EA to the Town Administrator & WMWS Manager  
Subject: Status of the Water Tower Paint Spot Repairs  
Date: October 21, 2016  
CC: Dan Hoort, Town Administrator; Marilyn Crary, Town Accountant

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This provides the Board of Selectmen an update on the Water Tower Paint Spot Repair Project, which has been successfully completed, as detailed below. On August 23, 2016 the Board of Selectmen approved to enter into contract with Limerick Steeplejacks, Inc. for the basic bid price of \$61,900 with two-year warranty. Funds were already available (\$57,400 in the Construction Fund budget and \$4,500 encumbered in the Consultancy Fund), therefore the project did not require any borrowing.

- ☐ 8/24: The contract award and the notice to proceed was mailed to the winning bidder Limerick Steeplejacks, Inc.
- ☐ 8/25: An invitation was mailed out to all abutters within 500 ft radius of the Water Tower to attend an informational session with the Water Commissioners on 9/6 about the water Tower Spot Repair project.
- ☐ 9/6: The Board of Water Commissioners held an information session and no abutters attended.
- ☐ 9/6: The WMWS Manager called the abutter who had concerns last time. The abutter requested that no work is scheduled before September 14. The BWC was happy to honor this request.
- ☐ 9/7: BWC Chair Justina Carlson the WMWS Manager Michaela Miteva and Health and Conservation Agent Hillary Lemos met to discuss handling of possible complaints during the tank repair process.
- ☐ 9/14: WES Principal Mary Beth Rodman submitted concerns of the School Committee about the water tower paint project.
- ☐ 9/14: A pre-construction meeting was held with all involved parties. WES School Committee concerns were addressed and action plan identified.
- ☐ 9/15: A written response was sent to Principal Rodman.
- ☐ 9/15: Work began.
- ☐ 9/15, 9/16 and 9/22, 9/23 and 10/4: Site visits at the Water Tower site
- ☐ 9/22: Visited Mary Beth Rodman at WES to make sure the school community does not have issues with the water tower repairs. Principal Rodman was very pleased with the project and no concerns or issues were discussed.
- ☐ 9/23: On the last day of sandblasting two abutters verbally complained about sand on their property (cars and deck). One of the complaints was handled on site and the other at Town Hall. The WMWS Manager investigated what caused sand on their properties and found out that this was caused due to wind direction change on 9/21. The

contractor and the WMWS Manager offered to wash cars of one of the abutters, but they did not find a need for it. The abutters were satisfied with the response and happy to hear that this was the last day for sandblasting operations; there was no need for further action.

- ❑ 10/4: The project was completed. The contractor performed more than the scope of work. The entire water tower was washed (scope of work was only requiring upper hemisphere); additional areas were found to need painting; doors and hatches were also painted. All this at no extra cost.
- ❑ TBD: In Early November Haley & Ward civil engineers will perform annual tank inspections to monitor the status of the exterior condition of the coating.

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



## BOARD OF SELECTMEN

AGENDA ACTION REQUEST  
Tuesday, September 27, 2016

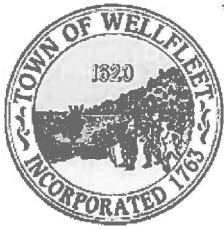
V-C

### V. BUSINESS

#### C. Police Station Building Renovation Update

<b>REQUESTED BY:</b>	Building and Needs Assessment Committee
<b>DESIRED ACTION:</b>	Provide project update.
<b>PROPOSED MOTION:</b>	N/A
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):  
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____





## BOARD OF SELECTMEN

AGENDA ACTION REQUEST  
Tuesday, September 27, 2016

V-D

### V. BUSINESS

D. Discussion of direction for Baker Field re-development project.

<b>REQUESTED BY:</b>	ATA, Community Services Director, Recreation Director
<b>DESIRED ACTION:</b>	Provide direction and guidance for Baker Field restrooms and rec building
<b>PROPOSED MOTION:</b>	N/A
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____



# TOWN OF WELLFLEET

300 MAIN STREET WELLFLEET MASSACHUSETTS 02667

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

[www.wellfleetma.org](http://www.wellfleetma.org)

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## MEMORANDUM

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**TO:** BOARD OF SELECTMEN  
**FROM:** ASSISTANT TOWN ADMINISTRATOR  
**SUBJECT:** BAKER FIELD IMPROVEMENT PROJECT  
**DATE:** 10/21/2016  
**CC:** TOWN ADMINISTRATION

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The following memo is a collection of some feedback I have received from three members of the Board of Selectmen regarding the recent presentation and discussion of the Baker Field improvement project.

### Set 1 of comments submitted:

I think the harbor has great potential. With that in mind, I would like to see a 4 season bathroom. However, I understand that plans would be different and harder. I believe if we fix up the Recreation area we would need to charge more for activities down there.

Public bathrooms are important there and need to be a priority. Or have the marina bathrooms open more often.

People have been talking about a 25-50? year long term plan for the harbor. So I agree with #3. Would include total redoing of the pier and marina. Potentially making it a wooden pier like MacMillan wharf with the flow of water. I would like to see a big group be formed. John Riehl said he has thought about it. Planning would take years.

### Set 2 of comments submitted:

I prefer a four-season building (one reason being that an office at Town Hall would be freed up), BUT only if it can be done cost-effectively. I'm not sure if I heard correctly that a small tight-tank septic system could NOT be used on a four season building. If it can't, then I'm in favor of a 3 season building.

I am in favor of using portables for the public, with a shed or some such shelter. The need for restrooms at Baker's Field is very seasonal: Heavy use in July & Aug., less use in May-June & Sept-Oct and virtually none the rest of the year. Hopefully there is a cluster system sometime in our future; we should not be spending money on a permanent system at this time.

See above. We are deep into the harbor dredging project which has priority and will (and seems to be already) testing our financial resources. The town should only take on large projects one at a time.

**Set 3 of comments submitted:**

My memory of where we left it was porta-potties for the time being. Three season use seems the most reasonable.

I wanted to make a plan with Hillary present and George Heufelder. We need the design flow for the municipal buildings that might be allied on one small system. We need to figure out where the Shellfish department will end up.

We need to consider the data for the design flow for the four restaurants as well as the Marina restrooms.

We also need to know what small scale water treatment facilities are currently available.



## BOARD OF SELECTMEN

AGENDA ACTION REQUEST  
Tuesday, September 27, 2016

V-E

### V. BUSINESS

E. Environmental Impact of the Herring River Restoration Project.

<b>REQUESTED BY:</b>	Judith Stiles
<b>DESIRED ACTION:</b>	Hear concerned residents about HRRP environmental impact.
<b>PROPOSED MOTION:</b>	N/A
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):  
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____

10/04/2016

TO: BOARD OF SELECTMEN-TOWN OF WELLFLEET

FROM: JUDITH STILES

RE: APPLICATION TO BE ADDED TO OCTOBER AGENDA OF  
BOS/TOWN MEETING

I represent a substantial and growing number of Wellfleet residents who would like to make a presentation at the October BOS/town meeting. We are asking to be put on the agenda because we have new research, new information, about important aspects of the proposed Herring River Restoration Project and the FEIR report.

We have done extensive and diligent research since July and what we discovered is that these issues affect not only the 340 residents who own private property (that have been designated as being affected), but the information we will present affects every single resident of Wellfleet; oyster farmers, business owners, children, seniors, and even non-resident taxpayers.

The presentation will take approximately 20-30 minutes and will primarily address the issue of the HRRP plan to spray herbicides in Wellfleet and Truro as stated in CERTIFICATE OF THE SECRETARY OF ENERGY AND ENVIRONMENTAL AFFAIRS ON THE FEIR of the Herring River Restoration Project, dated July 15, 2016, pages 28,29.

5-6 people will each make a 2-3 minute presentation.

We simply would like the chance to present our findings to the BOS and townspeople at the October 25 meeting because we have entrusted you to be the guardians of the town's well-being and because two of you will represent us on the Executive Council of the Herring River Restoration Project and this information and research will be very useful.

Helen Wilson had asked that we give the BOS written material to study before the presentation. We have collected over 200 pages of supporting material and we enclose an article from Scientific American that is an example of relevant research. We enclose a copy of Commonwealth of Massachusetts Certificate Of the Secretary of Energy And Environmental Affairs on the FEIR, p 28, 29.



*The Commonwealth of Massachusetts*  
*Executive Office of Energy and Environmental Affairs*  
100 Cambridge Street, Suite 900  
Boston, MA 02114

Charles D. Baker  
GOVERNOR

Karyn E. Polito  
LIEUTENANT GOVERNOR

Matthew A. Beaton  
SECRETARY

Tel: (617) 626-1000  
Fax: (617) 626-1181  
<http://www.mass.gov/envir>

July 15, 2016

CERTIFICATE OF THE SECRETARY OF ENERGY AND ENVIRONMENTAL AFFAIRS  
ON THE  
FINAL ENVIRONMENTAL IMPACT REPORT

PROJECT NAME	: Herring River Restoration Project
PROJECT MUNICIPALITY	: Wellfleet and Truro
PROJECT WATERSHED	: Cape Cod
EEA NUMBER	: 14272
PROJECT PROPONENT	: Towns of Wellfleet and Truro
DATE NOTICED IN MONITOR	: June 8, 2016

As Secretary of Energy and Environmental Affairs, I hereby determine that the Final Environmental Impact Report (FEIR)<sup>1</sup> submitted on this project **adequately and properly** complies with the Massachusetts Environmental Policy Act (G. L. c. 30, ss. 61-62I) and with its implementing regulations (301 CMR 11.00). The project is undergoing a coordinated review process under the National Environmental Policy Act (NEPA) and the Cape Cod Commission Act as a Development of Regional Impact (DRI).

This project represents the single largest salt marsh restoration project in New England to date. It will restore native tidal wetland habitat to upwards of 950 acres of the Herring River floodplain in and adjacent to the Cape Cod National Seashore (the Seashore) by re-establishing tidal flow. Tidal flow will be increased incrementally, over time, using an adaptive management approach that will balance ecological goals with flood control measures to allow the highest tide range practicable while protecting

<sup>1</sup> In accordance with the project's Special Review Procedure, the FEIR is a joint document filed to meet the requirements of both MEPA and the National Environmental Policy Act (NEPA). For the purposes of this Certificate, the joint final Environmental Impact Statement (EIS) and EIR will be referred to as the FEIR.

grasses. In areas that have experienced subsidence monitoring data will be used to inform adaptive management decisions regarding supplementing the sediment supply, removing blockages to salt water circulation, and planting appropriate native species. These actions may also influence the extent and type of vegetation in the marsh system.

Many changes in wetland habitat and vegetation will occur in conjunction with the project, notably the extensive restoration of salt marsh vegetative communities, primarily in the Lower Herring and Middle Herring River, and Lower Pole Dike Creek sub-basins. Due to the low salinity levels expected in the upper reaches of the system, little if any salt marsh vegetation will colonize the Upper Herring River, Upper Bound Brook, and Upper Pole Dike Creek sub-basins. Within the Duck Harbor and Lower Bound Brook sub-basins salt marsh species are expected to colonize marsh areas adjacent to tidal channels and in some areas extend landward across the marsh surface. Subsided, former salt marsh areas within the Middle and Upper Herring River, Lower and Upper Pole Dike Creek, Duck Harbor and Lower Bound Brook sub-basins will be subject to sediment accretion and thus support a mix of salt marsh, brackish, and tidal freshwater plant communities.

Based upon refined salinity modeling and data, full implementation of the Preferred Alternative is estimated to restore approximately 868 acres of the 1,006-acre project area as intertidal habitat. Of this, approximately: 585 acres will be subjected to regular water column salinity levels of 18 ppt or higher; 99 acres will be affected by salinity between 6 and 18 ppt; 98 acres will be affected by freshwater tidal flow with salinity consistently below 6 ppt; and 86 acres will be tidally influenced sub-tidal, open water habitat with a salinity gradient ranging from approximately 30 ppt in the downstream reaches to 0 ppt in the upper reaches.

The 585-acre restoration area will consist of low and high salt marsh, intertidal mud flats, and open water salt pannes and pools. Habitat changes will occur based on variation in marsh surface elevation, frequency of tidal inundation, and salinity levels. These variables limit the ability to model and predict precise acreage estimates or the locations of specific intertidal habitats. The 99-acre area that will be subject to brackish tidal flow (6 - 18 ppt) will experience vegetation changes depending upon actual salinity levels and the extent and duration of tidal inundation. It is anticipated that these vegetation habitat changes will result in a substantial reduction in the extent of existing shrub, woodland, and forested habitats and an increase in the overall extent of emergent freshwater marsh species and limited expansion of moderately salt tolerant species in higher salinity zones. According to the FEIR, the vegetation community changes within the 98-acre freshwater tidal zone are difficult to predict given the subtle hydrologic change. Overall, the Preferred Alternative, upon full implementation, will result in the loss or substantial reduction of several existing upland and freshwater habitat types with virtually all of the existing forest, woodland, dry shrubland, and heath/old field habitat replaced with intertidal marsh. Some areas of existing wet shrubland and varied freshwater and wetland-upland transition habitats will persist on the periphery of the intertidal area above the reach of mean high spring tides.

Invasive *Phragmites* (common reed) primarily occupies approximately 70 acres within the Lower Herring River and Mill Creek sub-basins, with scattered small stands in Middle Herring River and Upper Pole Dike Creek. Changes in salinity (greater than 24 ppt) and tidal

1 start



ranges in the Preferred Alternative are expected to reduce the coverage of common reed in the lower reaches of the Herring River system (Lower and Middle Herring River, Mill Creek, and Lower Pole Dike Creek). However, according to the FEIR, common reed may migrate, and potentially expand, in the mid to upper portions of the Herring River where salinities will be brackish. The FEIR indicated that it is less likely that common reed will expand into remaining freshwater areas that will. Approximately 150-250 acres of brackish habitat within the project area may be susceptible to invasion by common reed.

Several management actions will be undertaken to limit the expansion of common reed within the estuary. Prior to increasing tidal range, the NPS will treat stands of common reed with herbicide above High Toss Road within the Seashore boundary. The NPS will also work with the Towns and project partners to treat significant stands of common reed on private lands, with a goal of controlling the species in the project area before tides are restored. According to the FEIR targeted management techniques will be used to limit potential impacts to native species. Techniques may include the use of backpack sprayers in large, dense areas of common reed, while "cut and drip" or "glove" herbicide application techniques will be used for areas of common reed that are less dense and interspersed with native vegetation. Regrowth and potential expansion of common reed throughout portions of the estuary subject to mid- to lower salinity levels will be monitored and follow-up actions taken as necessary as part of the AMP. ✓ end


#### Aquatic Species and Fisheries

The FEIR listed the types and abundance of estuarine finfish, macroinvertebrate, and anadromous and catadromous fish species, and shellfish within the Herring River and Wellfleet Harbor based upon the results of aquatic fauna inventories and wildlife observations. The estuary downstream of the Chequessett Neck Road Dike is characterized by estuarine species that are dependent on marine conditions, while the abrupt change in salinity and tidal flushing in the Lower Herring River basin between the dike and High Toss Road results in a dramatic change in species richness and abundance, with species more tolerant of lower salinities becoming most dominant. Upstream of High Toss Road only freshwater or anadromous/catadromous species are found.

The FEIR assessed potential impacts to aquatic species under each project alternative based on known life histories and habitat requirements, and their past and present occurrence in the Herring River estuary and Wellfleet Harbor. This analysis used the projected mean high spring tide from the hydrodynamic model to approximate the extent of tidal influence and estuarine habitat.

Total estimated estuarine habitat under the Preferred Alternative will be approximately 878 acres. Approximately 11.5 miles of mainstem tidal creek for use by resident and migratory and anadromous species will be restored upon full implementation of the Preferred Alternative. Areas upstream of the dike where salinity penetrates are expected to experience an increase in diversity and population of resident estuarine fish species. The Preferred Alternative will create more habitat available for spawning of certain species. Freshwater fish species habitat will be reduced in the lower sub-basins; however, in the upper basins improved water quality and levels are expected to benefit these species. However, exactly how much habitat is available for fish p. 129


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**SUSTAINABILITY**

# Weed-Whacking Herbicide Proves Deadly to Human Cells

Used in gardens, farms, and parks around the world, the weed killer Roundup contains an ingredient that can suffocate human cells in a laboratory, researchers say

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By Crystal Gammon, Environmental Health News on June 23, 2009

96



Credit: AVIXYZ/FLICKR

Used in yards, farms and parks throughout the world, Roundup has long been a top-selling weed killer. But now researchers have found that one of Roundup's inert ingredients can kill human cells, particularly embryonic, placental and umbilical cord cells.

The new findings intensify a debate about so-called "inerts" — the solvents, preservatives, surfactants and other substances that manufacturers add to pesticides. Nearly 4,000 inert ingredients are approved for use by the U.S. Environmental Protection Agency.

Glyphosate, Roundup's active ingredient, is the most widely used herbicide in the United States. About 100 million pounds are applied to U.S. farms and lawns every year, according to the EPA.

Until now, most health studies have focused on the safety of glyphosate, rather than the mixture of ingredients found in Roundup. But in the new study, scientists found that Roundup's inert ingredients amplified the toxic effect on human cells—even at concentrations much more diluted than those used on farms and lawns.

One specific inert ingredient, polyethoxylated tallowamine, or POEA, was more deadly to human embryonic, placental and umbilical cord cells than the herbicide itself – a finding the researchers call “astonishing.”

“This clearly confirms that the [inert ingredients] in Roundup formulations are not inert,” wrote the study authors from France's University of Caen. “Moreover, the proprietary mixtures available on the market could cause cell damage and even death [at the] residual levels” found on Roundup-treated crops, such as soybeans, alfalfa and corn, or lawns and gardens.

The research team suspects that Roundup might cause pregnancy problems by interfering with hormone production, possibly leading to abnormal fetal development, low birth weights or miscarriages.

Monsanto, Roundup's manufacturer, contends that the methods used in the study don't reflect realistic conditions and that their product, which has been sold since the 1970s, is safe when used as directed. Hundreds of studies over the past 35 years have addressed the safety of glyphosate.

“Roundup has one of the most extensive human health safety and environmental data packages of any pesticide that's out there,” said Monsanto spokesman John Combest. “It's used in public parks, it's used to protect schools. There's been a great deal of study on Roundup, and we're very proud of its performance.”

The EPA considers glyphosate to have low toxicity when used at the recommended doses.

“Risk estimates for glyphosate were well below the level of concern,” said EPA spokesman Dale

Kemery. The EPA classifies glyphosate as a Group E chemical, which means there is strong evidence that it does not cause cancer in humans.

In addition, the EPA and the U.S. Department of Agriculture both recognize POEA as an inert ingredient. Derived from animal fat, POEA is allowed in products certified organic by the USDA. The EPA has concluded that it is not dangerous to public health or the environment.

The French team, led by Gilles-Eric Seralini, a University of Caen molecular biologist, said its results highlight the need for health agencies to reconsider the safety of Roundup.

“The authorizations for using these Roundup herbicides must now clearly be revised since their toxic effects depend on, and are multiplied by, other compounds used in the mixtures,” Seralini’s team wrote.

Controversy about the safety of the weed killer recently erupted in Argentina, one of the world’s largest exporters of soy.

Last month, an environmental group petitioned Argentina’s Supreme Court, seeking a temporary ban on glyphosate use after an Argentine scientist and local activists reported a high incidence of birth defects and cancers in people living near crop-spraying areas. Scientists there also linked genetic malformations in amphibians to glyphosate. In addition, last year in Sweden, a scientific team found that exposure is a risk factor for people developing non-Hodgkin lymphoma.

Inert ingredients are often less scrutinized than active pest-killing ingredients. Since specific herbicide formulations are protected as trade secrets, manufacturers aren’t required to publicly disclose them. Although Monsanto is the largest manufacturer of glyphosate-based herbicides, several other manufacturers sell similar herbicides with different inert ingredients.

The term “inert ingredient” is often misleading, according to Caroline Cox, research director of the Center for Environmental Health, an Oakland-based environmental organization. Federal law classifies all pesticide ingredients that don’t harm pests as “inert,” she said. Inert compounds,

therefore, aren't necessarily biologically or toxicologically harmless – they simply don't kill insects or weeds.

Kemery said the EPA takes into account the inert ingredients and how the product is used, whenever a pesticide is approved for use. The aim, he said, is to ensure that "if the product is used according to labeled directions, both people's health and the environment will not be harmed." One label requirement for Roundup is that it should not be used in or near freshwater to protect amphibians and other wildlife.

But some inert ingredients have been found to potentially affect human health. Many amplify the effects of active ingredients by helping them penetrate clothing, protective equipment and cell membranes, or by increasing their toxicity. For example, a Croatian team recently found that an herbicide formulation containing atrazine caused DNA damage, which can lead to cancer, while atrazine alone did not.

POEA was recognized as a common inert ingredient in herbicides in the 1980s, when researchers linked it to a group of poisonings in Japan. Doctors there examined patients who drank Roundup, either intentionally or accidentally, and determined that their sicknesses and deaths were due to POEA, not glyphosate.

POEA is a surfactant, or detergent, derived from animal fat. It is added to Roundup and other herbicides to help them penetrate plants' surfaces, making the weed killer more effective.

"POEA helps glyphosate interact with the surfaces of plant cells," explained Negin Martin, a scientist at the National Institute of Environmental Health Sciences in North Carolina, who was not involved in the study. POEA lowers water's surface tension--the property that makes water form droplets on most surfaces--which helps glyphosate disperse and penetrate the waxy surface of a plant.

In the French study, researchers tested four different Roundup formulations, all containing POEA and glyphosate at concentrations below the recommended lawn and agricultural dose. They also tested POEA and glyphosate separately to determine which caused more damage to embryonic,

placental and umbilical cord cells.

Glyphosate, POEA and all four Roundup formulations damaged all three cell types. Umbilical cord cells were especially sensitive to POEA. Glyphosate became more harmful when combined with POEA, and POEA alone was more deadly to cells than glyphosate. The research appears in the January issue of the journal *Chemical Research in Toxicology*.

By using embryonic and placental cell lines, which multiply and respond to chemicals rapidly, and fresh umbilical cord cells, Seralini's team was able to determine how the chemicals combine to damage cells.

The two ingredients work together to "limit breathing of the cells, stress them and drive them towards a suicide," Seralini said.

The research was funded in part by France's Committee for Research and Independent Information on Genetic Engineering, a scientific committee that investigates risks associated with genetically modified organisms. One of Roundup's primary uses is on crops that are genetically engineered to be resistant to glyphosate.

Monsanto scientists argue that cells in Seralini's study were exposed to unnaturally high levels of the chemicals. "It's very unlike anything you'd see in real-world exposure. People's cells are not bathed in these things," said Donna Farmer, another toxicologist at Monsanto.

Seralini's team, however, did study multiple concentrations of Roundup. These ranged from the typical agricultural or lawn dose down to concentrations 100,000 times more dilute than the products sold on shelves. The researchers saw cell damage at all concentrations.

Monsanto scientists also question the French team's use of laboratory cell lines.

"These are just not very good models of a whole organism, like a human being," said Dan Goldstein, a toxicologist with Monsanto.

Goldstein said humans have protective mechanisms that resist substances in the environment, such as skin and the lining of the gastrointestinal tract, which constantly renew themselves. “Those phenomena just don’t happen with isolated cells in a Petri dish.”

But Cox, who studies pesticides and their inert ingredients at the Oakland environmental group, says lab experiments like these are important in determining whether a chemical is safe.

“We would never consider it ethical to test these products on people, so we’re obliged to look at their effects on other species and in other systems,” she said. “There’s really no way around that.”

Seralini said the cells used in the study are widely accepted in toxicology as good models for studying the toxicity of chemicals.

“The fact is that 90 percent of labs studying mechanisms of toxicity or physiology use cell lines,” he said.

Most research has examined glyphosate alone, rather than combined with Roundup’s inert ingredients. Researchers who have studied Roundup formulations have drawn conclusions similar to the Seralini group’s. For example, in 2005, University of Pittsburgh ecologists added Roundup at the manufacturer’s recommended dose to ponds filled with frog and toad tadpoles. When they returned two weeks later, they found that 50 to 100 percent of the populations of several species of tadpoles had been killed.

A group of over 250 environmental, health and labor organizations has petitioned the EPA to change requirements for identifying pesticides’ inert ingredients. The agency’s decision is due this fall.

“It would be a big step for the agency to take,” said Cox. “But it’s one they definitely should.”

The groups claim that the laws allowing manufacturers to keep inert ingredients secret from competitors are essentially unnecessary. Companies can determine a competitor’s inert ingredients



through routine lab analyses, said Cox.

“The proprietary protection laws really only keep information from the public,” she said.

*This article originally ran at Environmental Health News, a news source published by Environmental Health Sciences, a nonprofit media company.*

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### Crystal Gammon

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## BOARD OF SELECTMEN

AGENDA ACTION REQUEST  
Tuesday, September 27, 2016

# V-F

### V. BUSINESS

F. Discussion with Mr. Alfred Pickard regarding tree cutting [Pickard]

<b>REQUESTED BY:</b>	Alfred Pickard
<b>DESIRED ACTION:</b>	Discuss tree cutting on Holbrook Ave
<b>PROPOSED</b>	TBD
<b>MOTION:</b>	
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s): _____
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____

REC'D SEP 08 2016

**DPW TREE SITUATION REQUEST**DRIVER: Deb AldenBUS #: 425WHERE: Old Truro Rd.

EXPLAIN IN AS MUCH DETAIL AS POSSIBLE THE PROBLEM AREA INCLUDING STREET NAMES, HOUSE NUMBERS, TOWN, ETC.

Tree branches hit Roof of bus just after the  
white turn off. 1st HSE on RD. Right side

Office Use Only:

Rec'd by \_\_\_\_\_ Date info sent to DPW \_\_\_\_\_ - 508-349 7085

**DPW TREE SITUATION REQUEST**DRIVER: Deb AldenBUS #: 425WHERE: Branches hitting Right Side of Bus.

EXPLAIN IN AS MUCH DETAIL AS POSSIBLE THE PROBLEM AREA INCLUDING STREET NAMES, HOUSE NUMBERS, TOWN, ETC.

Right After Left Turn onto Holbrook Rd from  
Commercial street

Office Use Only:

Rec'd by \_\_\_\_\_ Date info sent to DPW \_\_\_\_\_



## BOARD OF SELECTMEN

AGENDA ACTION REQUEST  
Tuesday, September 27, 2016

# V-G

### V. BUSINESS

#### G. Contract authorization for Transfer Station Canopy

<b>REQUESTED BY:</b>	ATA
<b>DESIRED ACTION:</b>	Approve contract
<b>PROPOSED MOTION:</b>	I move to authorize the Town Administrator to enter into a contract with Cape Building Systems Inc., for \$124,499 for the reconstruction of the canopy at the transfer station.
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____



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## MEMORANDUM

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**TO:** BOARD OF SELECTMEN  
**FROM:** ASSISTANT TOWN ADMINISTRATOR  
**SUBJECT:** TRANSFER STATION CANOPY REBUILD  
**DATE:** 10/21/2016  
**CC:** TOWN ADMINISTRATION

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The Town has completed a procurement for construction services for the reconstruction of the canopy at the transfer station. The low bidder was Cape Building Systems Inc., at \$124,499. The work will commence immediately.

Proposed Motion: Authorize the Town Administrator to enter into a contract with Cape Building Systems Inc., for \$124,499 for the reconstruction of the canopy at the transfer station.

**OWNER-CONTRACTOR AGREEMENT  
FOR PUBLIC BUILDING CONSTRUCTION OR RENOVATION**

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ in the year Two Thousand and sixteen, between Cape Building Systems, Inc., with a usual place of business at 13 Industrial Drive, Mattapoisett, MA 02739, hereinafter called the CONTRACTOR, and the Town of Wellfleet, acting by its chief procurement officer, with a usual place of business at 300 Main Street, Wellfleet, MA 02667, hereinafter called the OWNER.

the CONTRACTOR and the OWNER, for the consideration hereinafter named, agree as follows:

1. Scope of Work

The Contractor shall furnish all labor, materials, equipment and insurance to perform all work required for the project known as "Repair of Wellfleet Transfer Station", in strict accordance with the Contract Documents and all related Drawings and Specifications. The said Documents, Specifications, Drawings and any GENERAL SUPPLEMENTARY CONDITIONS are incorporated herein by reference and are made a part of this Agreement.

2. Contract Price

**The Owner shall pay the Contractor for the performance of this Agreement, subject to additions and deductions provided herein, in current funds, the sum of \$124,499.**

3. Commencement and Completion of Work and Liquidated Damages

It is agreed that time is of the essence of this Agreement. The Contractor shall commence and prosecute the work under this Agreement upon execution hereof and shall complete the work on or before December 7, 2016.

- A. Definition of Term: The Term "Substantial completion" shall mean the date certified by the Owner when construction is sufficiently complete, in accordance with the Contract Documents, so the Owner may occupy the project, or designated portion(s) thereof, for the use for which it is intended.
- B. Time as Essential Condition: It is understood and agreed that the commencement of and substantial completion of the work are essential conditions of this Agreement. It is further agreed that time is of the essence for each and every portion of the Contract Documents wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract Documents any additional time is allowed for the completion of any work, the new time fixed by such extension shall be of the essence of this Agreement. It is understood and agreed that the times for the completion of the work are reasonable, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.
- C. Progress and Completion: Contractor shall commence work promptly upon execution of this Agreement and shall prosecute and complete the work regularly, diligently and uninterruptedly at such a rate of progress as will insure Substantial Completion within the stipulated number of calendar days.

- D. **Liquidated Damages:** It is expressly agreed between the Contractor and the Owner that the Contractor will be responsible for all damages which may arise due to the Contractor's failure to substantially complete the work within the above specified time. If the Contractor shall neglect, fail or refuse to complete the work within the specified number of days, or any extension thereof authorized by the Owner, Contractor agrees, as a part of the consideration for the execution of this Contract by the Owner, to pay the Owner the amount specified herein, not as a penalty, but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day, excluding Saturdays, Sundays and legal Holidays, that the Contractor shall be in default of Substantial completion after the date specified in the Agreement. Due to the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, said amount is agreed to be the amount of damages which the Owner would sustain, and said amount shall be retained from time to time by the Owner from current periodic estimates. The amount of liquidated damages shall be \$250.00 per day.

4. Performance of the Work

- A. **Direction of the Work:** The Contractor shall supervise and direct the Work, using his best skills and attention which shall not be less than such state of skill and attention generally rendered by the contracting profession for projects similar to the Project in scope, difficulty and location. The Contractor shall maintain adequate supervisory personnel at the project site during the performance of the Work. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Agreement.
- B. **Responsibility for the Work:**
- (1) The Contractor shall be responsible to the Owner for the acts and omissions of his employees, Subcontractors and their agents and employees, and other persons performing any of the Work under a contract with the Contractor. This obligation shall also extend to the presence on the Site of suppliers of materials or equipment, their employees, contractors, and agents engaged in the work.
- (2) The Contractor shall not be relieved from his obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of the Owner in its administration of the Agreement, or by inspections, tests or approvals required or performed by persons other than the Contractor.
- C. **Permits and Fees:** Unless otherwise expressly provided, the Contractor shall secure and pay for all permits and fees, licenses and inspections necessary for the proper execution and completion of the Work which are customarily secured after execution of the Agreement and which are legally required at the time the bids are received, and the same shall at all times be the property of the Owner and shall be delivered to the Owner upon completion of the Project.
- D. **Notices, Compliance With Laws:**
- (1) The Contractor shall give all notices and comply with all federal, state and local laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Work. The Contractor shall provide the Owner with

reproductions of all permits, licenses and receipts for any fees paid. The Owner represents that it has disclosed to the Contractor all orders and requirements known to the Owner of any public authority particular to this Agreement.

(2) If the Contractor observes that any of the Contract Documents are at variance with applicable laws, statutes, codes and regulations in any respect, he shall promptly notify the Owner in writing, and any necessary changes shall be accomplished by appropriate modification.

(3) If the Contractor performs any Work which he knows or should know is contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner, he shall assume full responsibility therefor and shall bear all costs attributable thereto.

(4) In the performance of the Work, the Contractor shall comply with all applicable federal, state and local laws and regulations including those relating to workplace and employee safety. The Contractor shall notify the Owner immediately of any conditions at the place of the work which violate said laws and regulations and shall take prompt action to correct and eliminate any such violations.

- E. Project Superintendent: The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site at all times during the progress of the Work. The superintendent shall represent the Contractor and all communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be so confirmed on written request in each case.
- F. Progress Schedule: The Contractor, immediately after being awarded the Contract, shall prepare and submit for the Owner's information an estimated progress schedule for the Work. The progress schedule shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.
- G. Drawings, Specifications and Submittals: The Contractor shall not be relieved of responsibility for any deviation from the requirements of the Contract Documents by the Owner's approval of Shop Drawings, Product Data or Samples unless the Contractor has specifically informed the Owner in writing of such deviation at the time of submission and the Owner has given written approval to the specific deviation. The Contractor shall not be relieved from responsibility for errors or omissions in the Shop Drawings, Product Data or Samples by the Owner's approval thereof.
- H. Protection of the Work and Owner's Property: The Contractor shall at all times safely guard the Owner's property from injury or loss in connection with this Agreement. He shall at all times safely guard and protect his own work, and that of adjacent property from damage. The Contractor shall replace or make good any such damage, loss or injury. The Contractor shall clean the work area and restore it to its original condition upon completion of the work.
- I. Quality of the Work: The Contractor shall perform the work in a good, workmanlike manner. The Contractor hereby guarantees that the entire work constructed by him under the Agreement will meet fully all requirements thereof as to quality of workmanship and



materials. The Contractor hereby agrees to make at his own expense any repairs or replacements made necessary by defects in materials or workmanship supplied to him that become evident within one (1) year after the date of the final payment, and to restore to full compliance with the requirements set forth herein any part of the work constructed hereunder, which during said one (1) year period is found to be deficient with respect to any provisions of the Contract Documents. The Contractor also agrees to hold the Owner harmless from claims of any kind arising from damage due to said defects. The Contractor shall make all repairs and replacements promptly upon receipt of written orders for same from the Owner. If the Contractor fails to make the repairs and replacements promptly, the Owner may do the work and the Contractor shall be liable to the Owner for the cost thereof.

- J. Warranty: The Contractor guarantees to Owner that all materials incorporated into the work will be new unless otherwise specified or agreed. Prior to final payment, the Contractor shall deliver to the Owner all manufacturers' warranties, together with such endorsements or assignments as are necessary to ensure to the Owner the full rights and benefits of such warranties.

5. Affirmative Action/Equal Employment Opportunity

The Contractor is directed to comply with all applicable State Laws, Ordinances, Bylaws, and rules and regulations regarding affirmative action/equal employment opportunity requirements. Failure of the Contractor to comply with any such law, rule or regulation shall constitute grounds for the Owner to terminate the Agreement.

6. Site Information Not Guaranteed; Contractor's Investigation

All information given in the Contract Documents relating to subsurface and other conditions, natural phenomena, existing pipes, and other structures is from the best sources at present available to the Owner. All such information is furnished only for the information and convenience of the Contractor and is not guaranteed.

It is agreed and understood that the Owner does not warrant or guarantee that the subsurface or other conditions, natural phenomena, existing pipes, or other structures encountered during construction will be the same as those indicated in the Contract Documents.

Contractor has familiarized himself with the nature and extent of the Contract Documents, work, locality, and with all local conditions and federal, state, and local laws, rules, ordinances, and regulations that in any manner may affect costs, progress, or performance of the work. Contractor has made, or has caused to be made, examinations, investigations, and tests and studies of such reports and related data in addition to those referred to in the paragraph above as he deems necessary for the performance of the work at the Contract Price, within the Contract Time, and in accordance with the other Terms and Conditions of the Contract Documents; and no additional examinations, tests, investigations, reports, and similar data are or will be required by the Contractor for such purposes.

Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the Contract Documents. Contractor has given the Owner written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents, and the resolution thereof by the Owner is acceptable to the Contractor.

It is further agreed and understood that the Contractor shall not use or be entitled to use any of the information made available to him or obtained in any examination made by him in any manner as a basis of or ground for any claim or demand against the Owner, arising from or by reason of any variance which may exist between the information made available and the actual subsurface conditions or other conditions or structures actually encountered during the construction work, except as may otherwise be expressly provided for in the Contract Documents.

7. Project Architect or Engineer

There is not a project architect-engineer for this project.

8. Wage Rates

Prevailing Wage Rates as determined by the Commissioner of the Department of Labor and Workforce Development under the provisions of Massachusetts General Laws, Chapter 149, Section 26 to 27G, as amended, apply to this project. It is the responsibility of the Contractor to provide the Town with certified payrolls and to comply with all requirements of the above-cited statutes.

The schedules of prevailing wage rates are included in the Contract Documents.

9. Payments to the Contractor

Within fifteen (15) days after receipt from the Contractor of a proper and satisfactory periodic estimate requesting payment of the amount due for the preceding month, the Owner shall have fifteen (15) days to make payment for:

- A. The work performed since the end of the period covered by the prior payment request.
- B. The materials not incorporated in the Work but delivered and suitably stored at the site (or at some location agreed upon in writing) to which the Contractor has title, or to which a Subcontractor has title and has authorized the Contractor to transfer title to the Owner.
- C. Less the following retention items:
  - 1. A retention based on an estimate of the fair value of the Owner's claims against the Contractor.
  - 2. A retention for direct payments to Subcontractors, if any, based on demands for same in accordance with the provisions of Section 39F of Chapter 30 of the General Laws.
  - 3. A retention not exceeding five percent (5%) of the approved amount of the periodic payment.
- D. After the receipt of a periodic estimate requesting final payment and within sixty-five (65) days after the Contractor fully completes the Work, or substantially completes the Work so that the value of the Work remaining to be done is, on the estimate of the Owner, less than 1% of the original Contract Price, or substantially completes the Work

and the Owner takes possession or occupancy, whichever occurs first, the Owner shall pay the Contractor the entire balance due on the Contract less:

1. A retention based on an estimate of the fair value of the Owner's claims against the Contractor and of the cost of completing the incomplete and unsatisfactory items of work.
2. A retention for direct payments to Subcontractors, if any, based on demands of same in accordance with the provisions of Section 39F of Chapter 30 of the General Laws, or based on the record of payments by the Contractor to the Subcontractors under this Contract if such record of payment indicates that the Contractor has not paid Subcontractors as provided in Section 39F of Chapter 30 of the General Laws.

The Owner may make changes in any periodic estimate submitted by the Contractor and the payment due on said periodic estimate shall be computed in accordance with the changes so made, and such changes and any requirements for a corrected periodic estimate shall not affect the due date for the periodic payment or the date for the commencement of interest charges on the amount of the periodic payment computed in accordance with the changes made, as provided herein; provided further, that the Owner may, within seven (7) days after receipt, return to the Contractor for correction, any periodic estimate which is not in acceptable form or which contains computations not arithmetically correct, and in that event, the date of receipt of such periodic estimate shall be the date of receipt of the corrected periodic estimate in proper form and with arithmetically correct computations. The date of receipt of a periodic estimate received on a Saturday shall be the first working day thereafter.

E. Changes in the Work: No changes in the work covered by the approved Contract Documents shall be made without prior written approval of the Owner. Charges or credits for the work covered by the approved change shall be determined by one or more, or a combination of the following methods:

- (a) Unit bid prices previously approved.
- (b) An agreed lump sum.
- (c) The actual cost of:
  - (1) Labor.
  - (2) Materials entering permanently into the work.
  - (3) The ownership or rental cost of construction equipment during the time of use on the extra work.
  - (4) Power and consumable supplies for the operation of power equipment.
  - (5) Wages to be paid.

To the cost under (c) there shall be added a fixed fee to be agreed upon but not to exceed fifteen percent (15%) of the actual cost of work. The fee shall be compensation to cover the cost of supervision, overhead, bond, profit and any other general expenses.

F. Claims for Additional Costs: If the Contractor wishes to make a claim for an increase in the Contract Sum, he shall give the Owner written notice thereof within twenty days after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the Work, except in an emergency endangering life or property. No such claim shall be valid unless so made. Any change in the Contract Sum resulting from such claim shall be authorized by Change Order.

10. Final Payment, Effect

The acceptance of final payment by the Contractor shall constitute a waiver of all claims by the Contractor arising under the Agreement.

11. Contract Documents

The Contract Documents consist of the following, together with this Agreement:

Invitation to Bid

Instructions to Bidders

This Contract Form

Bid Form

Labor & Materials Payment Bond

Non-Collusion Certificate

Tax Compliance Certificate

Clerk's Certificate of Corporate Vote (if Contractor is a corporation)

Certificate of Insurance

Specifications and Addenda

Contract Drawings

Schedule of Prevailing Wages

12. Terms Required By Law

This Agreement shall be considered to include all terms required to be included in it by the Massachusetts General Laws, and all other laws, as though such terms were set forth in full herein.

13. Indemnification

The Contractor shall indemnify and hold harmless the Owner from and against any and all claims, damages, losses, and expenses, including attorney's fees, arising out of the performance of this Agreement when such claims, damages, losses, and expenses are caused, in whole or in part, by the acts, errors, or omissions of the Contractor or his employees, agents, subcontractors or representatives.

14. Insurance

The Contractor shall purchase and maintain such insurance as will protect both the Owner and the Contractor from claims which may arise under the Agreement, including operations

performed for the named insured by independent contractors and general inspection thereof by the named insured. In addition, the Contractor shall require its subcontractors to maintain such insurance. Coverage shall be provided for:

- .1 claims under workers' or workmen's compensation, disability benefit and other applicable employee benefit acts;
- .2 claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
- .3 claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
- .4 claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person;
- .5 claims for damages, including damages to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; and
- .6 claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
- .7 claims involving contractual liability applicable to the Contractor's obligations under Article 13

The limits of liability for coverage required under the preceding paragraph shall be as required by the Owner.

Except for Workers' Compensation, all liability coverage shall name the Town of Wellfleet as an additional insured and shall provide for 30 days prior written notice to the Town of any modification or termination of coverage provided thereby. The Contractor shall provide the Owner with appropriate certificate(s) of insurance evidencing compliance with this provision prior to the commencement of any work under this Agreement.

15. Notice

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

16. Termination

- A. Each party shall have the right to terminate this Agreement in the event of a failure of the other party to comply with the terms of the Agreement. Such termination shall be effective upon seven days' notice to the party in default and the failure within that time of said party to cure its default.
- B. The Owner shall have the right to terminate the Agreement without cause, upon ten (10) days' written notice to the Contractor. In the event that the Agreement is terminated pursuant to this subparagraph, the Contractor shall be reimbursed in accordance with the Contract Documents for all Work performed up to the termination date, and for all

materials or equipment not incorporated in the Work, but delivered and suitably stored at the site. Payment for material or equipment stored at the site shall be conditioned upon submission by the Contractor of bills of sale or such other evidence as is satisfactory to Owner to establish the Owner's title to such material or equipment or otherwise protect the Owner's interests.

17. Miscellaneous

- A. Royalties and Patents: The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof, except that the Owner shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified; but if the Contractor believes or has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the Owner, and thereafter the Owner insists on the use of the design, process or products specified.
- B. Assignment: The Contractor shall not assign or transfer any of its rights, duties or obligations under this Agreement without the written approval of the Owner.
- C. Governing Law: This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.
- D. By its signature hereon, the Contractor certifies, under the pains and penalties of perjury, that it has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

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

CONTRACTOR:

OWNER: Town of Wellfleet  
By its Town Administrator Acting as Chief  
Procurement Officer

By: \_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
Name: Daniel Hoort, Town Administrator

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

By \_\_\_\_\_  
(Town Accountant)

Approval as to Form.

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Town Counsel



## BOARD OF SELECTMEN

AGENDA ACTION REQUEST  
Tuesday, September 27, 2016

V-H

### V. BUSINESS

#### H. Contract authorization for Tennis Court re-construction

<b>REQUESTED BY:</b>	ATA
<b>DESIRED ACTION:</b>	Approve contract
<b>PROPOSED MOTION:</b>	I move to authorize the Town Administrator to enter into a contract with Lawrence Lynch Corporation for \$340,000 for the reconstruction of the tennis courts and drainage at Baker Filed.
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____





# TOWN OF WELLFLEET

300 MAIN STREET WELLFLEET MASSACHUSETTS 02667  
Tel (508) 349-0300 Fax (508) 349-0305  
[www.wellfleetma.org](http://www.wellfleetma.org)

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## MEMORANDUM

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**TO:** BOARD OF SELECTMEN  
**FROM:** ASSISTANT TOWN ADMINISTRATOR  
**SUBJECT:** TENNIS COURT RECONSTRUCTION PROJECT  
**DATE:** 10/21/2016  
**CC:** TOWN ADMINISTRATION

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The Town has completed a procurement for construction services for the reconstruction of the tennis courts and drainage at Baker Field. This project has been funded through the Community Preservation Committee Funds and Town Meeting.

The low bidder was Lawrence Lynch Corporation at \$340,000. The work will commence in the spring and the work will be completed by the opening of the recreation season in 2017.

Proposed Motion: Authorize the Town Administrator to enter into a contract with Lawrence Lynch Corporation for \$340,000 for the reconstruction of the tennis courts and drainage at Baker Field.

**OWNER-CONTRACTOR AGREEMENT  
FOR PUBLIC WORKS CONSTRUCTION FOR  
RECONSTRUCTION OF TENNIS COURTS AT BAKER FIELD**

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ in the year Two Thousand and sixteen, between **Lawrence Lynch, Corp.**, with a usual place of business at 396 Gifford Street, Falmouth, MA, hereinafter called the CONTRACTOR, and the Town of Wellfleet, acting by its chief procurement officer, with a usual place of business at 300 Main Street, Wellfleet, MA 02667, hereinafter called the OWNER. The CONTRACTOR and the OWNER, for the consideration hereinafter named, agree as follows:

1. Scope of Work

The Contractor shall furnish all labor, materials, equipment and insurance to perform all work required for the project known as "Baker Field Tennis Court Reconstruction", in strict accordance with the Contract Documents and all related Drawings and Specifications. The said Documents, Specifications, Drawings and any GENERAL SUPPLEMENTARY CONDITIONS are incorporated herein by reference and are made a part of this Agreement. In addition the Town would like the following included:

**Section A:**

**Tennis/Pickle Ball Posts, Nets, Windscreens and Benches: All items described in sections A through C, shall be DOUGLAS PRMIER Manufactured by DOUGLAS INDUSTRIES, INC, or approved equal.**

1. Tennis posts shall be item #63032SS , "Premier XS Green with stainless steel gears" (a set), 2-7/8" OD round extra heavy 8-gauge steel Complete with Welded lacing rods, die cast zinc caps, baked on polyester powder coat finish (green) with Item # 36164, 24" long PVC ground sleeve. Tennis courts shall have center tie down anchors installed item #63428. All tennis courts shall have Removable PVC Sleeve Plugs to prevent moisture and dirt from falling in during winterization. Tennis posts, sleeves and anchors shall be installed on four courts.
2. Tennis net shall be item #30030 TN-30DM, complete with ½ inch fiber glass dowels Item # 15110, 500' spool of 3mm braided polyethylene cord item #10337, bottom taper item # 20062, and center anchor strap item #20265. Tennis nets shall be installed on four courts.
3. Pickleball post shall be item # 63072P "EZ-36 Pickle Ball Tennis Post"(a set) as manufactured by Douglas or approved equal. 2-7/8" OD Round, steel post with 8 gauge steel, includes aluminum externally wound E-Z reel with removable handle, die cast zinc top caps, color black and 24" PVC ground sleeve, item # 63164, with PVC removable sleeve plugs. Removable plugs are to be flush with grade when installed. Pickleball sleeves, posts, and plugs, (six sets) shall be installed on two tennis courts. Two sets shall be installed on tennis court closest to the Bookstore Restaurant, and four sets shall be installed on the adjacent court as stipulated on the "Contract Documents and related Drawings and Specifications."

4. Pickle Ball Nets (6 nets total) shall be JTN-30 Pickle Ball Net, item #20105P, complete with bottom taper item, shall be installed.

### **Section B**

Windscreens should be poly-pro plus premium open mesh material item # 21600 with gromets installed with breakaway tie straps rated to comply with design wind loads of fence. Color shall be dark green with reinforced air vents item #21002 spaced every ten feet. General dimensions of windscreen shall be six feet high by the length of each tennis fence, less points of entry. Windscreens shall be installed on all court fenced areas as suggested by manufacturer.

### **Section C**

Benches shall be item #34765, 5' bench with two solid plastic legs constructed of durable polyurethane and slats with multiple chamber sections and reinforcing center bracket. Color green. A total of eight benches shall be installed on all courts, locations to be chosen by the Wellfleet Recreation Department on the advice of the contractor.

### **Tennis Court Surface Paint:**

Description Of Paint: Tennis court surfaces shall consist of one coat of "Acrylic Resurfacer"; two coats of "Plexipave" acrylic tennis playing surface with sand, and associated 2-inch wide center, side and back Court striping, all as manufactured by California Products Corporation, Cambridge, MA or approved equal. Colors to be chosen by the Wellfleet Recreation Department on the advice of the contractor.

Surface Preparation: All surface areas shall be blown off with a leaf blower to ensure the surface is dry and free of foreign debris immediately before the application of each coat of paint. Drying of all Surface Areas All surface areas will be given 24-hours to dry between applications of paint. Product information including manufactures application recommendations must be included with this signed contract, for this item.

### **Shed:**

Install one 10'X12' shed at the north east corner of courts 3 and 4. Shed shall be similar in design to the Pine Harbor shed located behind the current recreation building at Baker's Field next to the Skateboard Park and shall have shelving and space enough to store tennis/pickle ball nets, posts, and windscreens for winter storage.

### **Landscaping:**

1. Install privit hedges three feet from fence line in accordance with best planting practices for Wellfleet, Ma area, on the west and south sides of courts 1 and 2 (The courts next to the Wellfleeter Condominiums) and the south and east side of courts 3 and 4 (the courts next to the Bookstore Restaurant)
2. Privit hedges shall be spaced to provide a continuous foliage barrier along fence line during the summer season.
3. All areas within construction that are *not* part of tennis court construction shall be seeded in grass with appropriate top soil conducive to growth in Wellfleet, Ma area.
4. Driveways and parking areas shall be restored to original gravel condition.

### **Amendment to Fence Document:**

Three passage gates shall be added in addition to the original gates in drawing. On courts one and two, add one additional gate in the center of the west fence. On courts three and four, add one gate to the center of the west side fence, add one gate to the center of the east side fence.

### **2. Contract Price**

The Owner shall pay the Contractor for the performance of this Agreement, subject to additions and deductions provided herein, in current funds, the sum of \$340,000.

### **3. Commencement and Completion of Work and Liquidated Damages**

It is agreed that time is of the essence of this Agreement. **The Contractor shall commence work on upon receipt of a 'Notice to Proceed' from the Owner and prosecute the work under this Agreement upon execution hereof and shall complete the work on or before December 1, 2016 or a mutually agreed to date.**

- A. Definition of Term: The Term "Substantial completion" shall mean the date certified by the Owner when construction is sufficiently complete, in accordance with the Contract Documents, so the Owner may occupy the project, or designated portion(s) thereof, for the use for which it is intended.
- B. Time as Essential Condition: It is understood and agreed that the commencement of and substantial completion of the work are essential conditions of this Agreement. It is further agreed that time is of the essence for each and every portion of the Contract Documents wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract Documents any additional time is allowed for the completion of any work, the new time fixed by such extension shall be of the essence of this Agreement. It is understood and agreed that the times for the completion of the work are reasonable, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.
- C. Progress and Completion: Contractor shall commence work promptly upon execution of this Agreement and shall prosecute and complete the work regularly, diligently and uninterruptedly at such a rate of progress as will insure Substantial Completion within the stipulated number of calendar days.
- D. Liquidated Damages: It is expressly agreed between the Contractor and the Owner that the Contractor will be responsible for all damages which may arise due to the Contractor's failure to substantially complete the work within the above specified time. If the Contractor shall neglect, fail or refuse to complete the work within the specified number of days, or any extension thereof authorized by the Owner, Contractor agrees, as a part of the consideration for the execution of this Contract by the Owner, to pay the Owner the amount specified herein, not as a penalty, but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day, excluding Saturdays, Sundays and legal Holidays, that the Contractor shall be in default of Substantial

completion after the date specified in the Agreement. Due to the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, said amount is agreed to be the amount of damages which the Owner would sustain, and said amount shall be retained from time to time by the Owner from current periodic estimates. The amount of liquidated damages shall be \$250.00 per day.

4. Performance of the Work

- A. **Direction of the Work:** The Contractor shall supervise and direct the Work, using his best skills and attention which shall not be less than such state of skill and attention generally rendered by the contracting profession for projects similar to the Project in scope, difficulty and location. The Contractor shall maintain adequate personnel with construction supervisors license at the project site during the performance of the Work. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Agreement.
- B. **Responsibility for the Work:**
- (1) The Contractor shall be responsible to the Owner for the acts and omissions of his employees, Subcontractors and their agents and employees, and other persons performing any of the Work under a contract with the Contractor. This obligation shall also extend to the presence on the Site of suppliers of materials or equipment, their employees, contractors, and agents engaged in the work.
- (2) The Contractor shall not be relieved from his obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of the Owner in its administration of the Agreement, or by inspections, tests or approvals required or performed by persons other than the Contractor.
- C. **Permits and Fees:** Unless otherwise expressly provided, the Contractor shall secure and pay for all permits and fees, licenses and inspections necessary for the proper execution and completion of the Work which are customarily secured after execution of the Agreement and which are legally required at the time the bids are received, and the same shall at all times be the property of the Owner and shall be delivered to the Owner upon completion of the Project.
- D. **Notices, Compliance With Laws:**
- (1) The Contractor shall give all notices and comply with all federal, state and local laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Work. The Contractor shall provide the Owner with reproductions of all permits, licenses and receipts for any fees paid. The Owner represents that it has disclosed to the Contractor all orders and requirements known to the Owner of any public authority particular to this Agreement.
- (2) If the Contractor observes that any of the Contract Documents are at variance with applicable laws, statutes, codes and regulations in any respect, he shall promptly notify the Owner in writing, and any necessary changes shall be accomplished by appropriate modification.

(3) If the Contractor performs any Work which he knows or should know is contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner, he shall assume full responsibility therefor and shall bear all costs attributable thereto.

(4) In the performance of the Work, the Contractor shall comply with all applicable federal, state and local laws and regulations including those relating to workplace and employee safety. The Contractor shall notify the Owner immediately of any conditions at the place of the work which violate said laws and regulations and shall take prompt action to correct and eliminate any such violations.

- E. Project Superintendent: The Owner shall employ a competent Construction Supervisor and who shall be in attendance at the Project site as needed and required during the progress of the Work. The Construction Supervisor shall represent the Owner and all communications given to the Construction Supervisor shall be as binding as if given to the Owner. Important communications shall be confirmed in writing. Other communications shall be so confirmed on written request in each case.
- F. Progress Schedule: The Contractor, immediately after being awarded the Contract, shall prepare and submit for the Owner's information an estimated progress schedule for the Work. The progress schedule shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.
- G. Drawings, Specifications and Submittals: The Contractor shall not be relieved of responsibility for any deviation from the requirements of the Contract Documents by the Owner's approval of Shop Drawings, Product Data or Samples unless the Contractor has specifically informed the Owner in writing of such deviation at the time of submission and the Owner has given written approval to the specific deviation. The Contractor shall not be relieved from responsibility for errors or omissions in the Shop Drawings, Product Data or Samples by the Owner's approval thereof.
- H. Protection of the Work and Owner's Property: The Contractor shall at all times safely guard the Owner's property from injury or loss in connection with this Agreement. He shall at all times safely guard and protect his own work, and that of adjacent property from damage. The Contractor shall replace or make good any such damage, loss or injury. The Contractor shall clean the work area and restore it to its original condition upon completion of the work.
- I. Quality of the Work: The Contractor shall perform the work in a good, workmanlike manner. The Contractor hereby guarantees that the entire work constructed by him under the Agreement will meet fully all requirements thereof as to quality of workmanship and materials. The Contractor hereby agrees to make at his own expense any repairs or replacements made necessary by defects in materials or workmanship supplied to him that become evident within one (1) year after the date of the final payment, and to restore to full compliance with the requirements set forth herein any part of the work constructed hereunder, which during said one (1) year period is found to be deficient with respect to any provisions of the Contract Documents. The Contractor also agrees to hold the Owner harmless from claims of any kind arising from damage due to said defects. The Contractor shall make all repairs and replacements promptly upon receipt of written orders for same from the Owner. If the Contractor fails to make the repairs and

replacements promptly, the Owner may do the work and the Contractor shall be liable to the Owner for the cost thereof.

- J. Warranty: The Contractor guarantees to Owner that all materials incorporated into the work will be new unless otherwise specified or agreed. Prior to final payment, the Contractor shall deliver to the Construction Supervisor and Owner all manufacturers' warranties, together with such endorsements or assignments as are necessary to ensure to the Owner the full rights and benefits of such warranties.

5. Affirmative Action/Equal Employment Opportunity

The Contractor is directed to comply with all applicable State Laws, Ordinances, Bylaws, and rules and regulations regarding affirmative action/equal employment opportunity requirements. Failure of the Contractor to comply with any such law, rule or regulation shall constitute grounds for the Owner to terminate the Agreement.

6. Site Information Not Guaranteed; Contractor's Investigation

All information given in the Contract Documents relating to subsurface and other conditions, natural phenomena, existing pipes, and other structures is from the best sources at present available to the Owner. All such information is furnished only for the information and convenience of the Contractor and is not guaranteed.

It is agreed and understood that the Owner does not warrant or guarantee that the subsurface or other conditions, natural phenomena, existing pipes, or other structures encountered during construction will be the same as those indicated in the Contract Documents.

Contractor has familiarized himself with the nature and extent of the Contract Documents, work, locality, and with all local conditions and federal, state, and local laws, rules, ordinances, and regulations that in any manner may affect costs, progress, or performance of the work. Contractor has made, or has caused to be made, examinations, investigations, and tests and studies of such reports and related data in addition to those referred to in the paragraph above as he deems necessary for the performance of the work at the Contract Price, within the Contract Time, and in accordance with the other Terms and Conditions of the Contract Documents; and no additional examinations, tests, investigations, reports, and similar data are or will be required by the Contractor for such purposes.

Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the Contract Documents. Contractor has given the Owner written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents, and the resolution thereof by the Owner is acceptable to the Contractor.

It is further agreed and understood that the Contractor shall not use or be entitled to use any of the information made available to him or obtained in any examination made by him in any manner as a basis of or ground for any claim or demand against the Owner, arising from or by reason of any variance which may exist between the information made available and the actual subsurface conditions or other conditions or structures actually encountered during the construction work, except as may otherwise be expressly provided for in the Contract Documents.

7. Project Architect or Engineer

The project engineer is David Nichniewicz of Coastal Engineering Compant, Inc. 508-237-4980 and shall act as Construction Superivor for the project on behalf of the Owner. Additioally, the Assistant Department of Public Works Director, Paul Lindberg shall be kept informaed of progress and be consulted as needed. He can be reached at 508-349-0315.

8. Wage Rates

Prevailing Wage Rates as determined by the Commissioner of the Department of Labor and Workforce Development under the provisions of Massachusetts General Laws, Chapter 149, Section 26 to 27G, as amended, apply to this project. It is the responsibility of the Contractor to provide the Town with certified payrolls and to comply with all requirements of the above-cited statutes.

The schedules of prevailing wage rates are included in the Contract Documents.

9. Payments to the Contractor

Within fifteen (15) days after receipt from the Contractor of a proper and satisfactory periodic estimate requesting payment of the amount due for the preceding month, the Owner shall have fifteen (15) days to make payment for:

- A. The work performed since the end of the period covered by the prior payment request.
- B. The materials not incorporated in the Work but delivered and suitably stored at the site (or at some location agreed upon in writing) to which the Contractor has title, or to which a Subcontractor has title and has authorized the Contractor to transfer title to the Owner.
- C. Less the following retention items:
  - 1. A retention based on an estimate of the fair value of the Owner's claims against the Contractor.
  - 2. A retention for direct payments to Subcontractors, if any, based on demands for same in accordance with the provisions of Section 39F of Chapter 30 of the General Laws.
  - 3. A retention not exceeding five percent (5%) of the approved amount of the periodic payment.
- D. After the receipt of a periodic estimate requesting final payment and within sixty-five (65) days after the Contractor fully completes the Work, or substantially completes the Work so that the value of the Work remaining to be done is, on the estimate of the Owner, less than 1% of the original Contract Price, or substantially completes the Work and the Owner takes possession or occupancy, whichever occurs first, the Owner shall pay the Contractor the entire balance due on the Contract less:
  - 1. A retention based on an estimate of the fair value of the Owner's claims against the Contractor and of the cost of completing the incomplete and unsatisfactory items of work.
  - 2. A retention for direct payments to Subcontractors, if any, based on demands of same in accordance with the provisions of Section 39F of Chapter 30 of the General Laws, or based on the record of payments by the Contractor to the Subcontractors under this Contract if such record of payment indicates that the Contractor has not paid Subcontractors as provided in Section 39F of Chapter 30 of the General Laws.



The Owner may make changes in any periodic estimate submitted by the Contractor and the payment due on said periodic estimate shall be computed in accordance with the changes so made, and such changes and any requirements for a corrected periodic estimate shall not affect the due date for the periodic payment or the date for the commencement of interest charges on the amount of the periodic payment computed in accordance with the changes made, as provided herein; provided further, that the Owner may, within seven (7) days after receipt, return to the Contractor for correction, any periodic estimate which is not in acceptable form or which contains computations not arithmetically correct, and in that event, the date of receipt of such periodic estimate shall be the date of receipt of the corrected periodic estimate in proper form and with arithmetically correct computations. The date of receipt of a periodic estimate received on a Saturday shall be the first working day thereafter.

- E. Changes in the Work: No changes in the work covered by the approved Contract Documents shall be made without prior written approval of the Owner. Charges or credits for the work covered by the approved change shall be determined by one or more, or a combination of the following methods:

- (a) Unit bid prices previously approved.
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  - (1) Labor.
  - (2) Materials entering permanently into the work.
  - (3) The ownership or rental cost of construction equipment during the time of use on the extra work.
  - (4) Power and consumable supplies for the operation of power equipment.
  - (5) Wages to be paid.

To the cost under (c) there shall be added a fixed fee to be agreed upon but not to exceed fifteen percent (15%) of the actual cost of work. The fee shall be compensation to cover the cost of supervision, overhead, bond, profit and any other general expenses.

- F. Claims for Additional Costs: If the Contractor wishes to make a claim for an increase in the Contract Sum, he shall give the Owner written notice thereof within twenty days after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the Work, except in an emergency endangering life or property. No such claim shall be valid unless so made. Any change in the Contract Sum resulting from such claim shall be authorized by Change Order.

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The acceptance of final payment by the Contractor shall constitute a waiver of all claims by the Contractor arising under the Agreement.

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The Contract Documents consist of the following, together with this Agreement:

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Labor & Materials Payment Bond

Non-Collusion Certificate

Tax Compliance Certificate

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Certificate of Insurance

Specifications and Addenda

Contract Drawings

Schedule of Prevailing Wages

Site Plan and Drawings

Contract and Attachments

12. Terms Required By Law

This Agreement shall be considered to include all terms required to be included in it by the Massachusetts General Laws, and all other laws, as though such terms were set forth in full herein.

13. Indemnification

The Contractor shall indemnify and hold harmless the Owner from and against any and all claims, damages, losses, and expenses, including attorney's fees, arising out of the performance of this Agreement when such claims, damages, losses, and expenses are caused, in whole or in part, by the acts, errors, or omissions of the Contractor or his employees, agents, subcontractors or representatives.

14. Insurance

The Contractor shall purchase and maintain such insurance as will protect both the Owner and the Contractor from claims which may arise under the Agreement, including operations performed for the named insured by independent contractors and general inspection thereof by the named insured. In addition, the Contractor shall require its subcontractors to maintain such insurance. Coverage shall be provided for:

1. claims under workers' or workmen's compensation, disability benefit and other applicable employee benefit acts;
2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
4. claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person;
5. claims for damages, including damages to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
7. claims involving contractual liability applicable to the Contractor's obligations under Article 13

The limits of liability for coverage required under the preceding paragraph shall be as required by the Owner.

Except for Workers' Compensation, all liability coverage shall name the Town of Wellfleet as an additional insured and shall provide for 30 days prior written notice to the Town of any modification or termination of coverage provided thereby. The Contractor shall provide the Owner with appropriate certificate(s) of insurance evidencing compliance with this provision prior to the commencement of any work under this Agreement.

15. Notice

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

16. Termination

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

B. The Owner shall have the right to terminate the Agreement without cause, upon ten (10) days' written notice to the Contractor. In the event that the Agreement is terminated pursuant to this subparagraph, the Contractor shall be reimbursed in accordance with the Contract Documents for all Work performed up to the termination date, and for all materials or equipment not incorporated in the Work, but delivered and suitably stored at the site. Payment for material or equipment stored at the site shall be conditioned upon submission by the Contractor of bills of sale or such other evidence as is satisfactory to Owner to establish the Owner's title to such material or equipment or otherwise protect the Owner's interests.

17. Miscellaneous

A. Royalties and Patents: The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof, except that the Owner shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified; but if the Contractor believes or has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the Owner, and thereafter the Owner insists on the use of the design, process or products specified.

B. Assignment: The Contractor shall not assign or transfer any of its rights, duties or obligations under this Agreement without the written approval of the Owner.

C. Governing Law: This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.

D. By its signature hereon, the Contractor certifies, under the pains and penalties of perjury, that it has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

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

CONTRACTOR:

OWNER: Town of Wellfleet  
By its Town Administrator Acting as Chief  
Procurement Officer

By: \_\_\_\_\_  
Printed Name:  
Title:

\_\_\_\_\_  
Name: Daniel Hoort, Town Administrator

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

By \_\_\_\_\_  
(Town Accountant)

Approval as to Form.

\_\_\_\_\_

Town Counsel



## BOARD OF SELECTMEN

AGENDA ACTION REQUEST  
Tuesday, September 27, 2016

V-I

### V. BUSINESS

#### I. Contract authorization for Technical Assistance Grant from Cape Cod Commission.

<b>REQUESTED BY:</b>	ATA
<b>DESIRED ACTION:</b>	Approve contract
<b>PROPOSED MOTION:</b>	I move to authorize the Town Administrator to enter into a contract amendment with the Cape Cod Commission and Barnstable County for an additional \$10,000 grant to assist the Planning Board
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):  
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____



# TOWN OF WELLFLEET

300 MAIN STREET WELLFLEET MASSACHUSETTS 02667

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

[www.wellfleetma.org](http://www.wellfleetma.org)

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## MEMORANDUM

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**TO:** BOARD OF SELECTMEN  
**FROM:** ASSISTANT TOWN ADMINISTRATOR  
**SUBJECT:** CAPE COD COMMISSION TECHNICAL ASSISTANCE GRANT  
**DATE:** 10/21/2016  
**CC:** TOWN ADMINISTRATION

---

The Town has received an additional \$10,000 grant through the District Local Technical Assistance Program from the Cape Cod Commission to assist the Planning Board with their work on housing bylaws.

Proposed Motion: Authorize the Town Administrator to enter into a contract amendment with the Cape Cod Commission and Barnstable County for an additional \$10,000 grant to assist the Planning Board.

Amendment  
Between

Barnstable County through  
Cape Cod Commission  
3225 Main Street  
Barnstable, MA 02630

and

Town Administrator of behalf of  
Town of Wellfleet  
300 Main Street  
Wellfleet, MA 02667

The Memorandum of Agreement entered into the 27th day of April, 2016 by and between Barnstable County, acting by and through the Cape Cod Commission (hereafter referred to as the "Commission") and the Town Administrator on behalf of the Town of Wellfleet (hereafter referred to as the "Town") is hereby amended as follows:

2. RESPONSIBILITIES OF THE COMMISSION

The Commission agrees to provide the Town with the technical assistance outlined in the Scope of Work valued at \$20,000.

This Amendment will not change any of the stipulations of the original, previously defined Agreement.

IN WITNESS WHEREOF, the TOWN and the COMMISSION execute this Amendment this \_\_\_\_\_ day of \_\_\_\_\_  
in the year two thousand and sixteen.

BARNSTABLE COUNTY

TOWN OF WELLFLEET

\_\_\_\_\_  
John Yunits, County Administrator

\_\_\_\_\_  
Daniel Hoort, Town Administrator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

CAPE COD COMMISSION

\_\_\_\_\_  
Paul Niedzwiecki, Executive Director

\_\_\_\_\_  
Date



## BOARD OF SELECTMEN

AGENDA ACTION REQUEST  
Tuesday, September 27, 2016

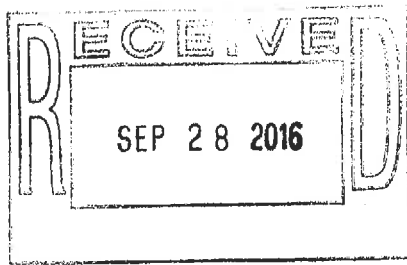
V-J

### V. BUSINESS

J. Request for snowplowing of Arey Ln.

<b>REQUESTED BY:</b>	Robert Mangiaratti
<b>DESIRED ACTION:</b>	Hear request for snowplowing on paved private road
<b>PROPOSED MOTION:</b>	TBD
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s): _____
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____





50 Oxbow Drive  
Attleboro, Massachusetts 02703  
[rmangiaratti@gmail.com](mailto:rmangiaratti@gmail.com)  
(508) 982-0174

September 25, 2016

Wellfleet Board of Selectmen  
Wellfleet Town Hall  
300 Main Street  
Wellfleet, Massachusetts 02667

Re: Arey Lane

Dear Members of the Board:

I request an opportunity to appear before the Board of Selectmen at the next available opportunity to discuss whether the Town should plow Arey Lane this coming winter. My wife and I own the property at 20 Arey Lane. Every winter since we purchased the house in 2002 the Town plowed the street. I understand that the Town has decided to discontinue plowing the street because it does not satisfy the Board's policy on plowing private ways.

My neighbors and I are aware of the policy and we cut back several branches overhanging the road. We also had a new street sign placed at the corner of Old Wharf Road and Arey Lane. The road is paved and in good condition. In my opinion the space at the end of the road is sufficient for Town vehicles to safely turn around.

I would appreciate an opportunity to discuss this matter with you.

Sincerely,

  
Robert S. Mangiaratti



## BOARD OF SELECTMEN

AGENDA ACTION REQUEST  
Tuesday, September 27, 2016

# V-K

### V. BUSINESS

K. Dog Licensing Issue.

<b>REQUESTED BY:</b>	Maurice Grunberg
<b>DESIRED ACTION:</b>	Hear dog licensing complaint
<b>PROPOSED MOTION:</b>	TBD
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____



10/23/16

Helen Miranda Wilson,

Enclosed find the letters from the McPartlands of Cross St.

It was their responses that made me initiate a civil suit to be reimbursed for damages.

The "honorable" Marion Roderick ruled in my favor upon the McPartlands appeal the "honorable" Marion Roderick reversed her ruling claiming that the vet's testing & findings had nothing to do with the incident. Although I police animal control, her reports & photos did no good. The outcome would've been quite different if the system wasn't dishonest & corrupt.

The McPartlands continue to own a vicious & unlicensed dog. Why? Obviously there's no enforcement. Why?

Please share this information with your colleagues.

Sincerely  
Maurice Griffinberg  
5 Briar Ln  
(508) 986-2560

Edward McPartland

33 Cross St  
Wellfleet, MA 02667

Date: 11-24-14

Maurice Grunberg  
5 Briar Lane  
Wellfleet, MA 02667

Dear Maurice,

I am responding to your latest letter. I chose not to respond to the first one, and in retrospect that seems to be not such a good idea.

Allison wrote to you the first time, partially because I was incensed by the contents of the letter and I thought it best to let cooler heads prevail. She chose to pay the entire vet bill you included therein. I was in favor of paying one-half of it. The bill was for two visits in one day, the first of which resulted in no finding of a wound or injury. My feeling at the time was, "maybe Maurice is extra-sensitive about his dog and he's worried; I'm sorry that my dog startled the two of them; be a good neighbor and let bygones be bygones." My hesitancy in responding to your letter, and my reluctance to pay your vet bills, reflects my wariness that responding to specious claims such as yours dignifies them in some manner, and may indicate an admission of fault on my part.

I was a witness to the entire incident. My dog never touched your dog, Maurice. My dog charged at yours, you yanked on your leash and gathered your dog in your arms. My dog skidded on the pavement, lost her footing on a turn around your standing body, and ran back to our car. It was over in seconds, with no contact whatsoever. I apologized at the time; you mentioned that your dog was traumatized; I said he is shaking. Then, I drove away. I remember saying to my son, in the car at the time, that "traumatized" was an exaggeration. I thought this incident was over, dogs being dogs and all. There was no injury.

Sincerely,

Ed McPartland

Maurice,  
I apologize for Charlotte's  
behavior. I hope Cosmo  
is feeling better!  
It is unfortunate that  
you felt the need to lodge  
a formal complaint and  
to go to the trouble and  
expense of sending us the  
vet bill via registered  
mail. I would have  
expected that as long-time  
neighbors on a friendly  
basis, you would have  
simply picked up the phone



PROVIDENCE RI 029  
NOV 24 2014

3 Cross St  
Wellfleet, MA 02667



## BOARD OF SELECTMEN

### AGENDA ACTION REQUEST

Tuesday, September 27, 2016

## V. BUSINESS

L. Authorization for participation in Mass Docs program for 250 Gull Pond Road

<b>REQUESTED BY:</b>	TA and Housing Authority
<b>DESIRED ACTION:</b>	Authorize use of Mass Docs
<b>PROPOSED MOTION:</b>	I move to authorize the request for participation in Mass Docs Program for 250 Gull Pond Road and other Housing Authority projects.
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____



**Dear Massachusetts municipality,**

Thank you for your interest in MassDocs, the state's efficient loan-closing document system. This folder has materials that explain how MassDocs works and what your community needs to do to sign up so you can use MassDocs with your next affordable rental housing development.

MassDocs was created in 2006 to make the development of affordable rental housing simpler. It has already saved the public hundreds of thousands of dollars in legal costs. In 2008, Harvard University's Ash Institute for Democratic Governance selected MassDocs as a finalist in its annual Innovations in American Government Awards competition. MassDocs will help you:

- Reduce legal paperwork, saving time and money.
- Coordinate your public funds with other public funds.
- Make loan compliance reporting simpler.

To get a clear idea of how MassDocs works, please read the attached MassDocs Q & A. To sign up for MassDocs, please follow the directions in the *MassDocs Starter Kit* also included in this folder.

Once again, thank you for joining MassDocs and working with us to bring more affordable rental housing to Massachusetts.

Sincerely,



More information:  
Massachusetts Housing  
Partnership  
160 Federal Street  
Boston, MA. 02110  
617-330-9944 x227  
[www.inassdocs.com](http://www.inassdocs.com)



# MassDocs starter kit

To join MassDocs, you need to do the following:

1. Have your municipal attorney or appropriate official read the Global Participation Agreement. Global Participation Agreement and summary outline attached.
2. Have your appropriate official sign the Joinder to the Global Participation Agreement. Joinder form attached and available at [www.massdocs.com](http://www.massdocs.com).
3. Mail the executed Joinder to the Global Participation Agreement to:  
MHP, 160 Federal Street, Boston, MA 02110 Attn: Judith S. Jacobson, Deputy Director & General Counsel.
4. Once you have an affordable rental development ready to close through MassDocs, inform the other state funders by filling out the Loan Information Form. Loan Information Form attached and available at [www.massdocs.com](http://www.massdocs.com).
5. After the MassDocs closing attorney is selected by the Department of Housing and Community Development (DHCD), have your municipal attorney or appropriate official read the Joint Engagement Letter which will be sent to you by the MassDocs closing attorney. Sample Joint Engagement Letter attached.
6. Have your appropriate official sign the Joinder to the Joint Engagement Letter which will be sent to you by the MassDocs closing attorney. Mail the executed Joinder to the Joint Engagement Letter to the MassDocs closing attorney. Sample Joinder to Joint Engagement Letter attached.

Thank you for joining MassDocs. If you have any questions, email [massdocs@mhp.net](mailto:massdocs@mhp.net).



More information:  
Massachusetts Housing  
Partnership  
160 Federal Street  
Boston, MA 02110  
617-330-9944 x227  
[www.massdocs.com](http://www.massdocs.com)



# MassDocs Q&A

Find out how MassDocs helps make affordable rental housing development more efficient and why your community should deliver its local funds through MassDocs:

## **Q. What is MassDocs?**

**A. MassDocs makes it possible for only one set of loan documents to be used for affordable rental developments using multiple public funding sources**

## **Q. Why was MassDocs created?**

**A. As affordable housing funds have become scarce, developers have had to seek financing from multiple public sources. Each of these funding programs has their own requirements, their own set of documents and sometimes their own closing attorney. This has made development more complicated and MassDocs was developed to streamline the closing process for affordable rental developments.**

## **Q. How does it do that?**

**A. First, all the lenders in an affordable housing development agree to jointly engage a single closing attorney to do the loan closing. The closing attorney uses the MassDocs' web-based document assembly system to prepare the loan documents.**

## **Q. What other sorts of issues does the MassDocs' system resolve?**

**A. MassDocs reconciles different statutory, regulatory and policy requirements of each loan program so that the developer gets a composite picture of how to structure the development in order to satisfy each funder's affordability requirements. This clear picture also helps makes compliance monitoring during the life of the loan simpler for the developer and the funding organizations.**

[more Q&A on the back](#)



More information:  
Massachusetts Housing  
Partnership  
160 Federal Street  
Boston, MA 02110  
617-330-9944 x227  
[www.massdocs.com](http://www.massdocs.com)





**Q. What state funding sources does MassDocs work with?**

A. MassDocs works with most state funding sources offered by the state Department of Housing and Community Development, Massachusetts Housing Partnership, MassHousing and the Community Economic Development Assistance Corporation. For a complete list, go to [www.massdocs.com](http://www.massdocs.com).

**Q. So how can it help my community?**

A. While the original impetus for MassDocs was to coordinate the state's various affordable housing financing programs, the state's four housing agencies realized that MassDocs could also coordinate the delivery of local funds into an affordable housing rental project. By using MassDocs, you can efficiently blend your local funds into your local affordable housing rental development. MassDocs has proven to be especially helpful to smaller communities that may not have staff experienced in affordable housing finance.

**Q. What local funds can be used with MassDocs?**

A. Local funds that can be used with MassDocs include federal HOME and CDBG funds, as well as funds from local affordable housing trusts and the Community Preservation Act.

**Q. What steps do I need to take to join MassDocs?**

A. This information packet includes a step-by-step process on what you have to do to join MassDocs. In a nutshell, your municipal attorney or appropriate public official should review the MassDocs' Global Participation Agreement and then sign and execute a "Joinder" which will enable your community to become a participating MassDocs lender and to jointly close your subordinate loan through MassDocs. Then, once an affordable rental housing development is identified, your municipal attorney or appropriate public official should also review and sign a Joinder to the Joint Engagement Letter, which documents that you have agreed to allow the state's designated closing attorney represent your community at closing.

**Q. How long has MassDocs been around and how has it helped?**

A. Developed in 2006, MassDocs has been used in over 165 affordable housing rental developments and has saved the public hundreds of thousands of dollars in legal costs. The approximate savings per closing is 25 percent compared to closings made prior to MassDocs. Sixteen local communities and three regional loan consortiums have used MassDocs to deliver their local funds to affordable rental housing developments.

If you have any more questions about MassDocs, call the Massachusetts Housing Partnership at 617-330-9944 x227 or email [info@mhp.net](mailto:info@mhp.net).



## BOARD OF SELECTMEN

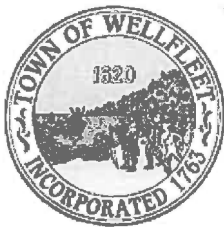
AGENDA ACTION REQUEST  
Tuesday, September 27, 2016

V-M

### V. BUSINESS

M. Discussion for changing the meeting times

<b>REQUESTED BY:</b>	Janet Reinhart
<b>DESIRED ACTION:</b>	Discuss changing the Board of Selectmen meeting to an earlier time.
<b>PROPOSED MOTION:</b>	TBD
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____



## BOARD OF SELECTMEN

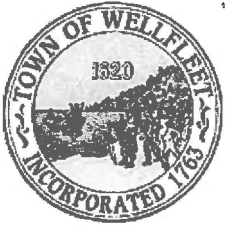
AGENDA ACTION REQUEST  
Tuesday, September 27, 2016

V-N

### V. BUSINESS

N. Discussion of Building Inspector position and contract for temporary assistance

<b>REQUESTED BY:</b>	BOS
<b>DESIRED ACTION:</b>	Discuss the Building Inspector position
<b>PROPOSED MOTION:</b>	TBD
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____



## BOARD OF SELECTMEN

AGENDA ACTION REQUEST  
Tuesday, September 27, 2016

VI

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### **VI. TOWN ADMINISTRATOR'S REPORT**



# TOWN OF WELFLEET

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

To: Board of Selectmen  
From: Dan Hoort, Town Administrator  
Subject: Town Administrator's Report  
Date: October 21, 2016

This report is for the period September 26, 2016 through October 21, 2016.

1. General
  - a. General contractor bids for the police station were opened on October 18<sup>th</sup>.
2. Fiscal Matters
  - a. Budget templates have been delivered to staff and committee chairs. Due date is November 2<sup>nd</sup>.
3. Meetings
  - a. September 26, 2016 – OysterFest advance planning meeting.
  - b. September 28, 2016 – Barnstable County IT Manager.
  - c. September 28, 2016 – FinCom Meeting.
  - d. September 29, 2016 – Cape Cod Municipal Health Group Manager's meeting.
  - e. October 4, 2016 – Ted Malone, Community Housing Resource.
  - f. October 4, 2016 – Police Building Committee.
  - g. October 5, 2016 – State Representative Sarah Peake.
  - h. October 6, 2016 – Herring River Restoration Project.
  - i. October 6, 2016 – Wellfleet Forum – Meet the New T.A.
  - j. October 7, 2016 – Non-residents Taxpayer Association President.
  - k. October 7, 2016 – Residents of Gristmill Way.
  - l. October 13, 2016 – Truro Town Manager Rae Ann Palmer.
  - m. October 14, 2016 – Herring River Restoration Project.
4. Complaints.
  - a. 25 Holbrook – tree branch cutting
5. Miscellaneous.
  - a. Attended procurement training in Boston on October 18, 19 & 20.
  - b. Warrant has been sent to the printer.
6. Personnel Matters:
  - a. Current employment vacancies (Charter 5-3-2 (i)):
    - i. Transfer Station equipment operator position has closed. The staff hiring recommendation to the BOS is expected shortly.
  - b. Building inspector has resigned. Seeking a temporary solution at this time.
  - c. Our Assistant to the Town Clerk/Town Treasurer, Beth Berrio, has retired after twenty-three years of service to the Town. Thank you and best wishes to Beth.

[illegible]



## BOARD OF SELECTMEN

AGENDA ACTION REQUEST  
Tuesday, September 27, 2016

VIII

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### VIII. CORRESPONDENCE AND VACANCY REPORT

Date: October 14, 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
2 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 15 members)**

Vacant Positions	Appointing Authority	Length of Term
2 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 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	Fill Term - ATM 2017
1 Alternate Position		3 years
Requesting Appointment: No applications on file		



**Herring Warden** (1 Warden, 1 Assistant Warden)

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

Length of Term  
3 years

**Historical Commission** (7 Members)

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

Length of Term  
1 year to complete term

**Marina Advisory Committee** (7 Members, 2 Alternates)

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

Length of Term  
2 years

**Open Space Committee** (7 Members)

Vacant Position                      Appointing Authority  
1 Position                              Board of Selectmen  
Requesting Appointment: **One application on file**

Length of Term  
1 year

**Personnel Board** (4 members + TA + FinCom Rep)

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

Length of Term  
3 years

**Recreation Committee** (5 members)

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

Length of Term  
3 years

**Recycling Committee** (11 members)

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

Length of Term  
3 years

**Shellfish Advisory Board** (7 Members, 2 Alternates)

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

Length of Term  
3 years



## BOARD OF SELECTMEN

AGENDA ACTION REQUEST  
Tuesday, September 27, 2016

IX

### IX. MINUTES [September 27 & October 4, 2016]

<b>REQUESTED BY:</b>	<b>Executive Assistant</b>
<b>DESIRED ACTION:</b>	Approval of meeting minutes
<b>PROPOSED MOTION:</b>	I move to approve the minutes of September 13, 2016 as printed/as amended.
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):  
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____



DRAFT  
**Wellfleet Board of Selectmen  
Minutes of September 27, 2016  
Wellfleet Senior Center**

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

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

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

- Wilson thanked Vern Jacobs for his service on the ZBA.
- Wilson announced the retirement of reporter Marilyn Miller and said that the Provincetown Banner is looking for free lancers to cover the Board of Selectmen meetings.
- Chief Fisette introduced newest members of Wellfleet Police - officers Ryan Golden and Mark Brown and congratulated them for their successful graduation from the Police Academy.
- Town Clerk Joseph gave information about early voting and absentee voting and said that all details will be posted on the Town web site.
- Judith Styles requested to present to the Board of Selectmen information about environmental impact of the Herring River Restoration Project.

**Murphy opened the public hearing(s) at 7:05 p.m.**

**Request of Michael Patterson, Manager of Wellfleet Wine & Spirits to transfer and pledge seasonal package store license #134800023 to Patriot Spirits, Inc. dba Liquor 'N More.**

A legal counsel presented the request of Michael Patterson, Manager of Wellfleet Wine & Spirits to transfer and pledge seasonal package store license #134800023 to Patriot Spirits, Inc. dba Liquor 'N More.

**MOTION 217-062:** Wilson moved to approve the request of Michael Patterson, Manager of Wellfleet Wine & Spirits to transfer and pledge seasonal package store license #134800023 to Patriot Spirits, Inc. dba Liquor 'N More. Bruinooge seconded and the motion passed 5-0.

**Shellfish grant Transfers and renewals**

The Shellfish Constable recommended all of the shellfish grant transfers and renewals as printed and advertised.

**MOTION 217-063:** Reinhart moved to approve the transfer of shellfish grant licenses #95-11 and 95-12 from Edwin C Berrio, Jr. and Lisbeth C Berrio to Edwin C Berrio, Jr., Lisbeth C Berrio and Jeffrey Pickard. Bruinooge seconded and the motion passed 5-0.

Murphy recused himself from the next agenda item – a request of Shea Murphy to renew shellfish grant licenses #2000-7 and #2000-7 ext for a ten-year period due to family relationship with Shea Murphy and left the room. Bruinooge assumed the duties of the Board's chair.

**MOTION 217-064:** Wilson moved to approve the request of Shea Murphy to renew shellfish grant licenses #2000-7 and #2000-7 ext for a ten-year period. Reinhart seconded and the motion passed 4-0.

Murphy returned. Bruinooge recused herself from voting on the next agenda item – a request of Berta Bruinooge and Evan Bruinooge to renew shellfish grant license #771 and #771 ext for a ten-year period and left the room.

**MOTION 217-065:** Reinhart moved to approve the request of Berta Bruinooge and Evan Bruinooge to renew shellfish grant license #771 and #771 ext for a ten-year period. Wilson seconded and the motion passed 4-0. Bruinooge returned after the vote.

**MOTION 217-066:** Wilson moved and Bruinooge to approve the request of Jason Lance Weisman to renew shellfish grant license #14-1 for a five-year period. The motion passed 5-0.

### **Appointments/Reappointments**

Brenda Correia expressed her interest to serve as a volunteer and on the Open Space Committee. Wilson said that in the correspondence there is another application that was received on September 26. Bruce Hurter, Chair of the Open Space Committee asked the Board to defer decision until the applicant is available to come to the Board. The decision on this appointment was delayed until October 25, 2016.

### **Use of Town Property**

#### **Request of Lindsey Kreckler for a wedding ceremony at White Crest beach on June 10, 2017**

Suzanne Thomas representing Lindsey Kreckler presented Kreckler's request for a wedding ceremony at White Crest beach parking lot on June 10, 2017 from 4 pm to 6 pm.

**MOTION 217-067:** Bruinooge moved to approve the request of Lindsey Kreckler for a wedding ceremony at White Crest beach on June 10, 2017, 2 pm – 6 pm. With event fee of \$100. Reinhart seconded and the motion passed 5-0.

### **Chamber of Commerce request to place Welcome to Wellfleet sign on the side of Marina Building**

Sylvia Smith and Martha Wilson presented the request of the Chamber of Commerce to place the Welcome to Wellfleet sign on the east side of the Harbormaster's building. They gave a background information about the history of the sign and the accompanying issues. Helen Miranda Wilson introduced an email communication from the Planning Board member Jan Morrissey. Hoort read the email<sup>1</sup>. Discussion ensued. Sylvia Smith said that if the objection is the Chamber of Commerce books they will leave the books off and leave the space for informational events and recreation department schedules. Bruinooge disagreed with Morrissey's letter in respect with the comment "*the sign will dominate the Harbor*". Reinhart said that the sign currently does not comply with the Town's bylaws and suggested getting a variance from the ZBA before asking the Board of Selectmen for approval. Houk did not find an issue with the proposed sign location and felt that the decision for the sign should come from the ZBA. Murphy also did not find an issue with the location, but suggested getting it right this time and waiting for Town Counsel's opinion before making any decisions. Helen Miranda Wilson talked about a case relevant to signs. She suggested making the sign smaller, so it can be in compliance with the ZBA regulations. A decision was deferred until legal opinion is available.

### **Business**

The Board heard the request of Russell Swart to rescind the August 23, 2016 vote for a new seasonal All Alcohol restaurant liquor license for ITILDO BBQ, dba Russ & Marie's Marconi Beach.

**MOTION 217-068:** Reinhart moved and Bruinooge seconded to approve the request of Russell Swart to rescind the August 23, 2016 vote for a new seasonal All Alcohol restaurant liquor license for ITILDO BBQ, dba Russ & Marie's Marconi Beach. The motion passed 5-0.

### **Updated draft of the Hazard Mitigation Plan - vote to send it to FEMA and MEMA for approval.**

Dr. Caroline Harper of the Cape Cod Commission and Police Chief Ronald Fisette explained the need for the draft Hazard Mitigation Plan to be sent to FEMA and MEMA for review and approval.

**MOTION 217-069:** Bruinooge moved and Reinhart seconded to send the draft of the Hazard Mitigation Plan to FEMA and MEMA for approval. The motion passed 5-0.

#### **Update on the Baker Field Recreation Facility Project**

Ted Touloukian, Architect of Touloukian Touloukian Inc. gave a conceptual presentation<sup>2</sup> including a preliminary cost estimates and options including tight tank and composting toilets, traditional Title V and portable toilets. Murphy wanted to know if the Mayo Creek Restoration Project has been considered into the planning and engineering. Discussion ensued about possibility for year-round versus three season building. Bruinooge suggested that a modular building should be explored. Murphy suggested taking a step back and considering all options given the cost involved and how the initial project escalated from \$375,000 to over \$2M. Houk supported Bruinooge idea for a modular building. Murphy and Houk agreed that the Finance Committee should be involved in this decision and ultimately the Town Meeting will determine the project viability.

#### **Cape Cod Commission Update**

Paul Niedzwiecki, Executive Director of the Cape Cod Commission and Jack Yunits, Barnstable County Administrator briefed the selectmen about recent activities and programs at the Cape Cod Commission. Highlights of the presentation were capital planning; housing in general; aging demographics and Cape Cod's economy. Murphy had a question about the possibility of the County purchasing a dredger and barge for Towns' use. Yunits found this idea good and encouraged continuing this conversation. Murphy wanted to know the waste water situation in Wellfleet. Niedzwiecki confirmed that according to recent studies and reports Wellfleet is in a good shape. Houk suggested utilizing Sarah Peake's influence in the State House to address local needs. Wilson asked for the Board's support to delegate Murphy to continue the maintenance dredging discussion with the County officials. In conclusion Chief Fisette recognized the services of the Cape Cod Commission k support of the Town.

#### **Authorization of contract with Sky Freys-Cole for LCP facilitation**

Hoort explained the need for Sky Freys-Cole's facilitating services for the Local Comprehensive Plan community workshop. Bruinooge and Wilson spoke highly of Sky Freys-Cole.

**MOTION 217-070:** Wilson moved to authorize the TA to enter in contract with Sky Ferys-Cole.. Bruinooge seconded. Town Accountant asked where the money will come from. Murphy said that the funds will come from the consultancy budget. The motion passed 5-0.

#### **Discussion of Ice Bear Project**

Austin Brandt of Cape Light Compact (CLC) & Dick Elkin, Chair of the Energy Committee presented information and data about the proposed Ice Bear Project at the COA, Library, DPW buildings and possibly the WES. He said the idea is not so much to save energy, but rather shift levels of energy consumption from day time to night time and to help with the demands of the grid. He said it is the goal of CLC that equipment will be installed before next summer. Dick Elkin went over concerns identified by the Energy Committee and confirmed that all concerns have been addressed by CLC to the satisfaction of the Energy Committee. Elkin also said that the COA equipment is near the end of its life span and this project will give the COA an opportunity to get new equipment at no direct cost to the Town. According to Elkin, the only downside would be the maintenance of the new equipment. Brandt said that CLC prefers using the same contractor who is familiar with the equipment in order to have a consistency with the maintenance services. Wilson wanted to know where the parts of the equipment that make noise are located. Brandt said that the Town's commitment will come with contract execution. No action was required on this update at this time.

## **Draft FY 2018 Budget Policy and Statement [First Reading]**

The selectmen reviewed the proposed FY 2018 Budget Policy and Statement. No action was taken.

**Discussion with Mr. Alfred Pickard regarding tree cutting [Pickard]** – postponed to October 25.

### **Discussion of Licensing Board under the Charter review**

Wilson introduced the request of the Charter Review Committee for input from the selectmen in terms of creating a separate licensing board. Bruinooge did not find a need for a separate licensing board and did not find it burdensome. The rest of the selectmen agreed with Bruinooge and no action was taken on this agenda item.

### **Town Administrator's Report**

Hoort presented his report<sup>3</sup> of September 23 and added that he will meet with Sarah Peake on October 5. He also said that there will be Department Heads meeting on October 5, where he will focus on grant revenue and fees;

### **Topics for Future Agendas**

- Recreation restrooms and building.
- Add to the October 4, 2016 agenda appointments.
- Mark Forrest's support for dredging
- Executive session about the status of open legal cases.
- Landing strip status
- Status of the Town Hall floor replacement.
- Street signs for elections.
- Name plates for Town employees.

### **Correspondence<sup>4</sup> and Vacancy<sup>5</sup> Report**

#### **Minutes**

Wilson went over her suggestions for amendments of the September 13, 2016 minutes.

**MOTION 217-071**: Reinhart moved and Wilson seconded to approve the minutes<sup>6</sup> of September 13, 2016 as amended by Wilson. The motion passed 4-0. (Bruinooge did not vote).

#### **Adjournment**

**MOTION 217-072**: Bruinooge moved to adjourn the meeting at 9:43 pm. Wilson seconded and the motion passed 5-0.

Respectfully submitted,

Michaela Miteva, Executive Assistant

#### **Public Record Documents:**

<sup>1</sup> Email dated 9/27/16 from Janet Morrissey re Chamber of Commerce request to place sign on the Harbormaster's building.

<sup>2</sup> Touloukian Touloukian, Inc. presentation on status of Baker Field restrooms and recreation building project

<sup>3</sup> TA Report of September 23, 2016

<sup>4</sup> Correspondence Report of September 27, 2016

<sup>5</sup> Vacancy Report of September 23, 2016

<sup>6</sup> Draft minutes of September 13, 2016



**DRAFT**  
**Wellfleet Board of Selectmen**  
**Minutes of October 4, 2016**  
**Wellfleet Town Hall Hearing Room**

**Present:** Selectmen Dennis Murphy, Helen Miranda Wilson, Janet Reinhart; Berta Bruinooge; Town Administrator Dan Hoort, Assistant Town Administrator Brian Carlson

**Regrets:** Jerry Houk

Chairman Dennis Murphy called the meeting to order at 4:00 pm.

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

- Reinhart announced the community pot luck dinner at Preservation Hall on October 6 at 6:30 pm for the community to meet and to welcome Town Administrator Dan Hoort.
- Lili Green and Dick Elkin briefly presented the Cape Light Compact (CLC) service agreement terms and proposed resolution for CLC to become a County Department. Murphy did not allow any discussion and advised Green and Elkin to request to be on the agenda if they require any action from the Board.
- Maurice Grunberg said that he has an issue with dog licensing and had written a letter to the Board for it. Murphy advised him to get on the next meeting agenda if he likes to be heard by the Board.

**Appointments/Reappointments: Sibel Asantugrul to Zoning Board of Appeals**

Sibel Asantugrul expressed her interest to serve on the Zoning Board of Appeals.

**MOTION 217-073:** Wilson moved and Reinhart seconded to appoint Sibel Asantugrul to Zoning Board of Appeals with term ending June 30, 2017. The motion passed 4-0.

**Appointments/Reappointments: Ned Oliver to Bike and Walkways Committee**

Ned Oliver presented his interest to serve on the Bike and Walkways Committee.

**MOTION 217-074:** Reinhart moved and Wilson seconded to appoint Ned Oliver to Bike & Walkways Committee with term ending June 30, 2019. The motion passed 4-0.

Wilson informed the Board that the vote for appointing Sibel Asantugrul to the Zoning Board of Appeals was incorrect, because the vacancy is for an alternate, not regular member and needs to be corrected.

**MOTION 217-075:** Wilson moved and Reinhart seconded to rescind the vote appointing Sibel Asantugrul to Zoning Board of Appeals with term ending June 30, 2017. The motion passed 4-0.

**MOTION 217-076:** Wilson moved and Reinhart seconded to appoint Sibel Asantugrul as an alternate member to Zoning Board of Appeals with term ending June 30, 2017. The motion passed 4-0.

**Business: Authorize the Town Administrator to execute contract for \$1,800 with Eric Dray for consulting services to Wellfleet Historical Commission.**

Maria Burks, Co-Chair of the Historical Commission explained the need for hiring a consultant to update the forms for the designated historical properties that are currently 30 years out of date.

**MOTION 217-077:** Reinhart moved and Bruinooge seconded to authorize the Town Administrator to execute contract for \$1,800 with Eric Dray for consulting services to Wellfleet Historical Commission.

**Business: Draft FY 2018 Budget Policy and Statement [2nd reading and approval]**

Wilson suggested adding text referencing the Vehicle Roll-Over policy in the FY 2018 Budget Policy and Statement.

**MOTION 217-078:** Wilson moved and Reinhart seconded to approve the FY 2018 Budget Policy and Statement. The motion passed 4-0.

**Business: Approval of 2017 Annual Town Meeting and FY 2018 Budget Calendar**

**MOTION 217-079:** Reinhart moved and Bruinooge seconded to approve the 2017 Annual Town Meeting and FY 2018 Budget Calendar. The motion passed 4-0.

**Business: Call for Special Town Meeting on November 15, 2016.**

**MOTION 217-080:** Reinhart moved that the Board of Selectmen vote to call a Special Town Meeting for Tuesday, November 15, 2016 at 7 pm, to be held at the Wellfleet Elementary School at 100 Lawrence Road. Wilson seconded and the motion passed 4-0.

**Business: Call for Special Town Election on November 16, 2016.**

**MOTION 217-081:** Reinhart moved that the Board of Selectmen vote to declare a Special Town Election to be held on Wednesday, November 16, 2016 from 12 noon to 7pm at the Council on Aging building at 715 Old Kings Highway for consideration of a proposition 2 ½ ballot question. Wilson seconded and the motion passed 4-0.

**Business: Insert Special Town Election ballot question.**

**MOTION 217-082:** Wilson moved that the Board of Selectmen vote to, pursuant to MGL C. 59, § 21C(g), to insert the following ballot question onto the November 16, 2016 Special Town Election: *Question 1. Shall the Town of Wellfleet be allowed to exempt from the provisions of Proposition 2 ½, so-called, the amounts required to pay for bonds or notes issued by the Town in order to pay for the design, construction, equipping and furnishing of the renovation of the existing police station and for the payment of all other costs incidental and related thereto?* Reinhart seconded and the motion passed 4-0.

**Business: Closing of the 2016 Special Town Meeting Warrant; articles placement and recommendations.**

Discussion ensued about Article 7. Energy Committee members Lili Green and Dick Elkin supported the idea of specifying solar in front of renewable energy credits. Wilson read a communication from Dennis O'Connell who made similar points in order to prevent assumptions leading to other renewable energy sources such as wind turbines. Bruinooge did not find it appropriate to limit the Town for the next 20 years to only solar renewable energy. According to her a new technology may come available sooner. Elkin clarified that the need for this article is specifically for solar panels. According to him if new technologies were to be identified in the future, that would be available to voters to decide.

Wilson said that she would like to see a recommendation by the Building and Needs Assessment Committee for Article 1.

**MOTION 217-083:** Wilson moved and Bruinooge seconded to place Article 1. The motion passed 4-0.

**MOTION 217-084:** Wilson moved and Reinhart seconded to recommend Article 1. The motion passed 4-0.

**MOTION 217-085:** Wilson moved and Bruinooge seconded to place and recommend Article 2 as amended by Town Accountant Marilyn Crary with the specific amount of \$54,162. The motion passed 4-0.

**MOTION 217-086:** Bruinooge read and moved to place and recommend article 3. Reinhart seconded and the motion passed 4-0.



**DRAFT**

**MOTION 217-087:** Wilson moved and Bruinooge seconded to place and recommend Article 4. The motion passed 4-0.

Murphy read Article 5. Discussion ensued where Murphy, Reinhart and Bruinooge did not find the need for this article at this time, since it would not impact Town Finances or borrowing power in any way. Wilson said that she feels that the voters should be given the opportunity to decide. The Chair of the Board of Water Commissioners Justina Carlson said that the Water Commissioners find this article pre-mature and asked the Selectmen to consider removing it. According to her the well is not tested enough and if the borrowing authorization would get rescinded and the well turns out to be insufficient, then the Town and Outer Cape Health Services will not be in a position to deal with the issue. Water Commissioners Catharie Nass, Curt Felix, Jim Hood and Neil Gadwa were present.

**MOTION 217-088:** Bruinooge moved and Reinhart seconded to remove Article 5 from the 2016 Special Town Meeting warrant. The motion passed 3-1. (Wilson)

Town Administrator Dan Hoort explained that there is no longer a need for Article 6, because Town Accountant Crary had advised him that there are encumbered funds available for the development, update and implementation of Local Comprehensive Plan.

**MOTION 217-089:** Reinhart moved and Wilson seconded to remove Article 6 from the 2016 Special Town Meeting warrant. The motion passed 4-0.

Further discussion ensued about Article 7. Curt Felix wanted to know why the Board would like to limit the Town from purchasing wind renewable energy net metering credits outside of Wellfleet. Green said that wind turbines are a health hazard. Harry Terkanian said that specifying “solar renewable energy” would not bind the Town for 20 years, and could be decided again in the future.

**MOTION 217-090:** Reinhart moved and Bruinooge seconded to place and recommend Article 7 with the insertion of “solar” in three places as discussed. The motion passed 4-0.

**MOTION 217-091:** Reinhart moved and Bruinooge seconded to place and recommend Article 8. The motion passed 4-0.

**MOTION 217-092:** Reinhart moved and Bruinooge seconded to place and recommend Article 9. The motion passed 4-0.

**MOTION 217-093:** Reinhart moved and Bruinooge seconded to approve and sign the 2016 Special Town Meeting Warrant as amended. Wilson suggested re-numbering the articles to reflect the voted changes. The motion passed 4-0.

Harry Terkanian announced that the Wellfleet Forum will hold a Pre-Town meeting on November 2, 2016 at 7 PM at the Senior Center.

**Adjournment**

**MOTION 217-062:** Bruinooge moved to adjourn the meeting at 5:08 pm. Reinhart seconded and the motion passed 4-0.

Respectfully submitted,

Michaela Miteva, Executive Assistant