



Wellfleet Shellfish Department



300 Main Street, Wellfleet, Massachusetts 02667

APPENDIX D:

OVERWINTERING CONTRACT

I, _____

will remove all condos from my grant(s), but choose to overwinter other aquaculture gear as outlined below. I will securely fasten all holding cages, plastic trays, oyster grow bags and/or u hooks used to secure nets, or anything constructed of metal to the bottom and push all racks down to be flush with the bottom by January 15th, or before ice prevents removal, whichever comes first.

I agree to the following conditions:

1. All equipment, including racks, holding cages, plastic trays, oyster grow bags and any other equipment used to store oysters, will be tagged with my name and grant number, as per Section 7.19.3.
2. All equipment left out must contain live oysters. Once oysters have been sold and gear remains empty, I will bring it in and let the Shellfish Dept. know.
3. An accurate number of clam nets and racks, holding cages, plastic trays, oyster grow bags, etc. being left on the grant is provided on this agreement form.
4. I will pump all racks down to be flush with the bottom.
5. I will only leave out 100 or less racks per grant as defined in section 7.19.5, and I agree to pay a contingency fee of \$5 per each additional rack over 100 to go towards any gear clean up that the Town may need to undertake in the future.
6. I will allow Wellfleet Shellfish Department staff to inspect my grant for compliance, whether or not I am present, as soon as I turn in this agreement, and again, after any ice leaves.
7. I hereby delegate _____ to be responsible for what happens on my grant in the case that I become unavailable or unreachable due to illness, travel or other. Cell phone: _____ Email: _____
8. I will inform the Shellfish Department of exactly how many clam nets, racks, holding cages, plastic trays, oyster grow bags, etc. I lost or that were damaged as soon as the ice departs my grant area.
9. I will spare no effort or expense to recover my gear, I will participate in beach clean up days, and I will undertake no commercial activity until I have retrieved all of my lost equipment and demonstrated it to the Shellfish Department.
10. I agree to clean up any aquaculture gear that is damaged, as per Section 7.19.4, or lost during the winter by March 1st or when the departure of ice allows, whichever comes first.
11. I understand that I am solely liable for any damage my equipment may cause to other aquaculturists or the public.

wellfleet-ma.gov/shellfish-department

Phone (508) 349-0325



Fax (508) 349-0305

12. I understand that failure to adhere to these conditions can result in suspension or revocation of my grant license, in accordance with Section 11 of the Wellfleet Shellfishing Policy and Regulations.

Grant license(s) #: _____

Number of clam nets to be overwintered:

Number of racks to be overwintered:

Number of racks over 100 to be overwintered:

_____ racks (over 100) times \$5/each = \$_____ Fee due to the Town of Wellfleet (pay at Principal Clerk's Office, Second Floor, Town Hall) upon presentation of this contract.

Number of holding cages to be overwintered:

Number of plastic trays to be overwintered:

Number of oyster grow bags to be overwintered:

Number of other items to be overwintered (please describe):

Signature _____

Date: