



Wellfleet Selectboard

Note: Start Time of 7pm

The Wellfleet Selectboard will hold a public meeting on **Tuesday, January 31, 2023, at 7:00 p.m.** The Chapter 107 of the Acts of 2022, this meeting will be conducted in person and as a courtesy via remote means, per 940 MCR 29.10 and the Town's Remote Participation Policy. While an option for remote attendance and/or participation is provided as a courtesy to the public, the meeting/hearing may not be suspended or terminated if technological problems interrupt the virtual broadcast unless otherwise required by law.

Joining the Meeting:

In-person at the Wellfleet ACC, 715 Old King's Highway, Wellfleet, MA, 02667

Join the meeting hosted in Zoom by using the following link:

<https://us02web.zoom.us/j/85689604806?pwd=blplVFFBZzViQ0xNWkZKMm9iMVdrdz09>

By Phone: **phone to +1 929 205 6099** and enter **Meeting ID: 856 8960 4806 | Passcode: 611877** Landline callers can participate by dialing *9 to raise their hand.

To Participate during public comment:

- Zoom: Raise hand to be called on to speak.
- Phone: dial *9 to raise your hand.

It is at the Chair's discretion to call on members of the public. All speakers must to recognized to speak. If attending a meeting in person, please find the closest available microphone and confine any personal conversations to outside the meeting room. Anyone may record the session but must notify the Chair and may not interfere with the meeting to record it.

Additionally, the meeting will be broadcast live, in real time, via live broadcast on Comcast cable (Wellfleet Government TV Channel 18), also available via livestream or Video on Demand (VOD) recordings at wellfleet-ma.gov

I. *Announcements, Open Session and Public Comments*

Note: Public comments must be brief. The Board will not deliberate or vote on any matter raised solely during Announcements & Public Comments.

II. *Consent Agenda*

- A. Hazard Mitigation Grant paperwork to be approved by the board and executed by the Town Administrator
- B. Recommendation of Award ~ Engineering Drawings/Permit Application for Clean Sand Dredging/Beach Nourishment ~ Assistant Town Administrator ~ Rebecca Roughley

III. *Employee Matters*

- A. Reclassification of the existing Captain's position to Deputy Fire Chief

IV. ***Public Hearings***

- A. Application received 12/22/2022 for the transfer of shellfish grant license #s 01-02, 2000-7 and 2000-7 Ext consisting of a total of three acres on Field Point from Shea Murphy (Wellfleet, MA), to Shea Murphy and Saruta Murphy (Wellfleet, MA).
- B. To correct an oversight in the non-issuance of a grant license for grant extension #2006-01B consisting of 0.9 acres on Field Point to Robert LaPointe and to approve his grant renewal from October 25, 2011, until April 30, 2028.
- C. Continued from November 22, 2022, ~ Application received 10/13/2022 for a grant extension (to be numbered #2000-6 ext.) to shellfish grant license #2000-6 consisting of approximately 1.2 acres on Egg Island from Nick Sirucek (Wellfleet, MA). **HEARING CONTINUED TO JANUARY 31, 2023**
- D. Application received 1/3/2023 for a grant extension (to be numbered #2000-2 ext.) to shellfish grant license #2000-2 consisting of approximately 1.08 acres on Egg Island from Stephen Pickard (Wellfleet, MA), Iris Pickard (Wellfleet, MA) and Benjamin Pickard (Wellfleet, MA).
- E. Application received 1/10/2023 for a grant extension (to be numbered #99-1 Ext) to shellfish grant license #99-1 consisting of approximately .43 acres on Mayo Beach from Angela Osowski (Wellfleet, MA), Robert Mallory (Wellfleet, MA) and Mary Mallory (Wellfleet, MA).
- F. Subdividing two three-acre grants (currently license #s 01-06 and 792) in the deep-water area of Indian Neck into four 1.5-acre parcels to then be put up for lottery.

V. ***Use of Town Property***

- A. Second Summer Cycle, LLC ~ Cape Cod Chamber of Commerce ~ September 17, 2023, 10:30am – 2:30pm ~ See packet for full details.
- B. Wellfleet SPAT ~ Use of Main Street, save the date for Oysterfest 2023

VI. ***Business***

- A. Food Establishment Bylaw Amendment

VII. ***Selectboard Reports***

VIII. ***Town Administrator's Report***

IX. ***Topics for Future Discussion***

X. ***Vacancy Reports***

XI. ***Minutes***

XII. ***Adjournment of open session to go back into executive session if necessary.***



SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: January 31, 2023

I

ANNOUNCEMENTS, OPEN SESSION, AND PUBLIC COMMENTS

REQUESTED BY:	Wellfleet Selectboard
DESIRED ACTION:	Announcements to the board and public
PROPOSED MOTION: SUMMARY:	NOTE: Public comments must be brief. The Board will not deliberate or vote on any matter raised solely during Announcements & Public Comments.
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____



SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: January 31, 2023

II

CONSENT AGENDA

REQUESTED BY:	Various Parties
DESIRED ACTION:	To approve the following without objection
SUMMARY:	I move to approve the following items with no objection: <ul style="list-style-type: none">• Approve Hazard Mitigation Grant paperwork to be approved by the board and executed by the Town Administrator• Recommendation of Award ~ Engineering Drawings/Permit Application for Clean Sand Dredging/Beach Nourishment ~ Assistant Town Administrator ~ Rebecca Roughley



+THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF PUBLIC SAFETY AND SECURITY



MASSACHUSETTS EMERGENCY MANAGEMENT AGENCY

400 Worcester Road Framingham, MA 01702-5399

Tel: 508-820-2000 Fax: 508-820-2030

Website: www.mass.gov/mema

Maura T. Healey
Governor

Kimberley Driscoll
Lt. Governor

Terrence M. Reidy
Secretary

Dawn Brantley
Acting Director

January 19, 2023

Richard J. Waldo, Town Administrator
Town of Wellfleet
300 Main Street
Wellfleet, MA 02667

Re: Hazard Mitigation Grant Program
HMGP 4496-07 DPW Emergency Generator

Dear Mr. Waldo,

The Federal Emergency Management Agency (FEMA) has approved Hazard Mitigation Grant Program (HMGP) funding for the Town of Wellfleet **DPW Emergency Generator** project.

The Town of Wellfleet has received a FEMA award of \$107,250.00 and will be reimbursed up to 89% of approved, allowable, and eligible costs, up to the Federal Award, as stipulated by the grant agreement and 2 CFR Part 200. This is a reimbursable grant program and expenses must be incurred and paid, prior to being reimbursed. Please note that any project revisions, changes or deviations from the FEMA-approved grant application must be approved in writing by both MEMA and FEMA in order to be eligible for grant reimbursement.

Please Note: work cannot begin on this project until the contract is executed by all parties and a Notice to Proceed is issued.

In order to execute this agreement, the following forms relative to the attached grant agreement must be reviewed, completed and signed.

- 1) **Contractor Authorized Signatory Listing:** The Authorized Signatory must complete and sign the CASL according to instructions provided.
- 2) **Standard Contract Form and Commonwealth Terms and Conditions:** The Authorized Signatory must complete, sign and hand date the form as the Contractor, on page 1 of this document.
- 3) **FEMA Terms and Conditions:** The previously signed FEMA Terms and Conditions are enclosed for reference.

Region I
P.O. Box 116
365 East Street
Tewksbury, MA 01876
Tel: 978-328-1500 Fax: 978-851-8218

Region II
20 Forge Parkway
Franklin, MA 02038
Tel: 774-613-5400

Region III / IV
1002 Suffield Street
Agawam, MA 01001
Tel: 413-750-1400 Fax: 413-821-1599

- 4) **Record of Environmental Consideration and Scope of Work:** The FEMA REC, including the approved Scope of Work is included for reference.
- 5) **Budget Information:** The budget has been completed according to the approved budget included in your application, with the funds allocated through the appropriate fiscal years.
- 6) **Work Schedule:** The work schedule has been prepared to coincide with the contract start and end dates.
- 7) **Designation of Project Manager Form:** The Authorized Signatory must appoint a local Project Manager for this Agreement; please complete and sign the form provided.
- 8) **Federal Funding Accountability and Transparency Act (FFATA):** This form must be completed and signed in blue ink.
- 9) **MEMA Sub-recipient Pre-Award Risk Assessment Questionnaire:** This form must be completed and signed by either the Authorized Signatory or CFO.
- 10) **MEMA Terms and Conditions:** These are conditions set forth by MEMA. Please review and sign this document. These conditions/requirements must be satisfied to be eligible for reimbursement.
- 11) **2022 DHS Standard Terms and Conditions:** Please review this document; these conditions/requirements must be satisfied to be eligible for funding.
- 12) **FEMA Award Letter:** A copy of the FEMA Award Letter is enclosed for your reference.

Documents requiring signature must be returned as single-sided, hard copy forms with original signatures.

Scanned and emailed documents are not acceptable for contracts.

Please return this fully executed contract package within 30 days to:

**Massachusetts Emergency Management Agency
Attn: Beth Dubrawski
Mitigation and Recovery Grants Support Coordinator
400 Worcester Road
Framingham, MA 01702**

Once the Authorized Signatory has signed all required forms, MEMA will approve the contract and return an executed copy to you with a Notice to Proceed. Please carefully review all provisions of the attached grant agreement prior to execution.

Please do not hesitate to contact Beth Dubrawski at (508) 820-1425, or by email at beth.dubrawski@mass.gov, with any questions or concerns regarding these documents.

Sincerely,



Mark Talbot
Hazard Mitigation Unit Supervisor
State Hazard Mitigation Officer

Enclosures

Cc: File

COMMONWEALTH OF MASSACHUSETTS CONTRACTOR AUTHORIZED SIGNATORY LISTING

Issued May
2004



CONTRACTOR LEGAL NAME: Town of Wellfleet
CONTRACTOR VENDOR/CUSTOMER CODE: VC6000192030

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

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

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

AUTHORIZED SIGNATORY NAME	TITLE

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

Signature

Date

Title

Telephone

Fax

e-mail

[Listing can not be accepted without all of this information completed.]
A copy of this listing must be attached to the "record copy" of a contract filed with the department

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the Office of the Comptroller (CTR), the Executive Office for Administration and Finance (ANF), and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. The Commonwealth deems void any changes made on or by attachment (in the form of addendum, engagement letters, contract forms or invoice terms) to the terms in this published form or to the [Standard Contract Form Instructions](#) and [Contractor Certifications](#), the [Commonwealth Terms and Conditions](#), the [Commonwealth Terms and Conditions for Human and Social Services](#) or the [Commonwealth IT Terms and Conditions](#) which are incorporated by reference herein. Additional non-conflicting terms may be added by Attachment. Contractors are required to access published forms at CTR Forms: <https://www.macomptroller.org/forms>. Forms are also posted at OSD Forms: <https://www.mass.gov/lists/osd-forms>.

CONTRACTOR LEGAL NAME: Town of Wellfleet (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: MA Emergency Management Agency MMARS Department Code: CDA	
Legal Address: (W-9, W-4): 300 Main Street, Wellfleet, MA 02667		Business Mailing Address: 400 Worcester Road, Framingham, MA 01702	
Contract Manager: Richard J. Waldo, Town Administrator	Phone: (508) 349-0300	Billing Address (if different):	
E-Mail: richard.waldo@wellfleet-ma.gov	Fax:	Contract Manager: Mark J. Talbot, State Hazard Mitigation Officer	Phone: 508-820-2053
Contractor Vendor Code: VC6000192030		E-Mail: mark.j.talbot@mass.gov	Fax: 508-820-1404
Vendor Code Address ID (e.g. "AD001"): AD001. (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): HMGP44960707WELLFLEE	
		RFR/Procurement or Other ID Number: FHMPG4496	
<input checked="" type="checkbox"/> NEW CONTRACT		<input type="checkbox"/> CONTRACT AMENDMENT	
PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> Department Procurement (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		Enter Current Contract End Date <i>Prior</i> to Amendment: _____, 20____. Enter Amendment Amount: \$ _____ (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.) <input type="checkbox"/> Amendment to Date, Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)	
The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services <input type="checkbox"/> Commonwealth IT Terms and Conditions			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00 . <input type="checkbox"/> Rate Contract. (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended). <input checked="" type="checkbox"/> Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or <i>new</i> total if Contract is being amended). \$107,250.00			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___% PPD; Payment issued within 15 days ___ % PPD; Payment issued within 20 days ___ % PPD; Payment issued within 30 days ___% PPD. If PPD percentages are left blank, identify reason: <input checked="" type="checkbox"/> agree to standard 45 day cycle <input type="checkbox"/> statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); <input type="checkbox"/> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) The purpose of this contract is to award funds granted under the FEMA HMGP 4496 Hazard Mitigation Grant Program, CFDA 97.039 for the DPW Emergency Generator. See attached, approved Scope of Work.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date. <input type="checkbox"/> 2. may be incurred as of _____, 20____, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date. <input type="checkbox"/> 3. were incurred as of _____, 20____, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>1/1/2025</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07 , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: _____ Print Title: _____		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>David B. Mahr</u> Print Title: <u>Chief Administrative Officer</u>	



STANDARD CONTRACT FORM INSTRUCTIONS CONTRACTOR CERTIFICATIONS COMMONWEALTH TERMS AND CONDITIONS

INSTRUCTIONS

The following Instructions, Contractor Certifications and the applicable Commonwealth Terms and Conditions are incorporated by reference into an executed Standard Contract Form. Instructions are provided to assist with completion of the Standard Contract Form. Additional terms are incorporated by reference. Links to legal citations are to unofficial versions and Departments and Contractors should consult with their legal counsel to ensure compliance with all legal requirements. Please note that not all applicable laws have been cited.

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

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

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

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

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

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

Commonwealth Department Name: Enter the full Department name with the authority to obligate funds encumbered for the Contract.

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

Department Business Mailing Address: Enter the address where all formal correspondence to the Department must be sent. Unless otherwise specified in the Contract, legal notice sent or received by the Department's Contract Manager

(with confirmation of actual receipt) through the listed address, fax number(s) or e-mail address for the Contract Manager will meet any requirements for legal notice.

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

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

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

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

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

NEW CONTRACTS (Left Side of Form):

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

Procurement or Exception Type: Check the appropriate type of procurement or exception for this Contract. Only one option can be selected. See the Office of the Comptroller Guidance for Vendors Policies (State Finance Law and General Requirements, Acquisition Policy and Fixed Assets) and the Operational Services Division Conducting Best Value Procurements Handbook for details.

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

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

Department Procurement: Check this option for a Department contract procurement including state grants and federal sub-grants under [815 CMR 2.00](#) and State Grants and Federal Subgrants Policy, Departmental Master Agreements (MA). If this is a multi-Department user Contract, state that multi-Department use is allowable in the section labeled "Brief Description."

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

Contract Employee: Check this option when the Department requires the performance of an Individual Contractor, and when the planned Contract performance with an Individual has been classified using the Employment Status



STANDARD CONTRACT FORM INSTRUCTIONS

CONTRACTOR CERTIFICATIONS

COMMONWEALTH TERMS AND CONDITIONS

Form (prior to the Contractor's selection) as work of a Contract Employee and not that of an Independent Contractor.

Other Procurement Exception: Check this option when another procurement exception exists, such as legislation with specific language naming the Contractor as a recipient of a grant or contract, an existing legal obligation, a prohibition or other circumstance that exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements; all other Contract and state finance laws and policies apply. Supporting documentation must be attached to explain and justify the exemption.

CONTRACT AMENDMENT (Right Side of Form)

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

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

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

Amendment Type: Identify the type of Amendment being made. Documentation supporting the updates to performance and budget must be attached.

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

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

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

Other Procurement Exception: Check this option when another procurement exception exists, such as legislation with specific language naming the Contractor as a recipient of a grant or contract; an existing legal obligation; a prohibition or other circumstance that exempts or prohibits a Contract from being

competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Attach Supporting documentation to explain and justify the exemption and whether Contractor selection has been publicly posted.

COMMONWEALTH TERMS AND CONDITIONS

Identify which version of the Commonwealth Terms and Conditions is incorporated by reference into this Contract: the Commonwealth Terms and Conditions (TC), the Commonwealth IT Terms and Conditions (TC-IT), or the Commonwealth Terms and Conditions for Human and Social Services (TC-HHS). The Comptroller Expenditure Classification Handbook identifies the applicable Commonwealth Terms and Conditions based upon the object code for the contract.

COMPENSATION

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

PROMPT PAY DISCOUNTS

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



STANDARD CONTRACT FORM INSTRUCTIONS CONTRACTOR CERTIFICATIONS COMMONWEALTH TERMS AND CONDITIONS

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

Enter a brief description of the Contract performance, project name or other identifying information for the Contract to specifically identify the Contract performance, match the Contract with attachments, determine the appropriate expenditure code (as listed in the [Expenditure Classification Handbook](#)) or to identify or clarify important information related to the Contract such as the Fiscal Year(s) of performance (ex. "FY2021" or "FY2021-23"). Identify settlements or other exceptions and attach more detailed justification and supporting documents. Enter "Multi-Department Use" if other Departments can access the procurement. For Amendments, identify the purpose and what items are being amended. Merely stating "see attached" or referencing attachments without a narrative description of performance is insufficient.

ANTICIPATED START DATE

The Department and Contractor must certify when obligations under this Contract/Amendment may be incurred. Option 1 is the default option when performance may begin as of the Effective Date (latest signature date and any required approvals). If the parties want a new Contract or renewal to begin as of the upcoming fiscal year then list the fiscal year(s) (ex. "FY2021" or "FY2021-23") in the Brief Description section. Performance starts and encumbrances reflect the default Effective Date (if no FY is listed) or the later FY start date (if a FY is listed). Use Option 2 only when the Contract will be signed well in advance of the start date and identify a specific future start date. Do not use Option 2 for a fiscal year start unless it is certain that the Contract will be signed prior to the fiscal year. Option 3 is used in lieu of the Settlement and Release Form when the Contract/Amendment is signed late, and obligations are incurred by the Contractor prior to the Effective Date, which the Department has either requested, accepted, or deemed legally eligible for reimbursement, and the Contract includes supporting documents justifying the performance or proof of eligibility and approximate costs. Any obligations incurred outside the scope of the Effective Date under any Option listed, even if the incorrect Option is selected, shall be automatically deemed a settlement included under the terms of the Contract and upon payment to the Contractor will release the Commonwealth from further obligations for the identified performance. All settlement payments require justification and must be under the same encumbrance and object codes as the Contract payments. Performance dates are subject to [M.G.L. c. 4. § 9](#).

CONTRACT END DATE

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

CONTRACTOR AUTHORIZED SIGNATORIES FOR EXECUTION

See Comptroller policies entitled "Department Head Signature Authorization" and "Contractor Authorized Signatory Listing" for guidance.

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

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

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

Department Name/Title: Legibly enter Authorized Signatory's name and title.

CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

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

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

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

Laws and Regulations Prohibiting Discrimination and Human Trafficking. Contractors acknowledge and certify as a condition of this Contract that they are responsible for complying fully with all state and federal laws prohibiting



STANDARD CONTRACT FORM INSTRUCTIONS CONTRACTOR CERTIFICATIONS COMMONWEALTH TERMS AND CONDITIONS

discrimination, human trafficking, and forced labor, including but not limited to M.G.L. c. 265 §§ 49-57.

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

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

Public Records and Access. The Contractor shall provide full access to records related to performance and compliance to the Department and officials listed under [Executive Order 195](#) and [M.G.L. c. 11, § 12](#) for six (6) years beginning on the first day after the final payment under this Contract or such longer period as necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Contractor can not claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor's own expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under [950 CMR 32.00](#).

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

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

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

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

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

Tax Law Compliance. The Contractor certifies under the pains and penalties of perjury: (1) tax compliance with federal tax laws; (2) tax compliance with state tax laws including, but not limited to, [M.G.L. c. 62C, § 49A](#), reporting of employees and contractors, withholding and remitting of tax withholdings and child support; and (3) Contractor is in good standing with respect to all state taxes and returns due, reporting of employees and contractors under [M.G.L. c. 62E](#), withholding and remitting child support including [M.G.L. c. 119A, § 12](#), TIR 05-11, New Independent Contractor Provisions and applicable TIRs.

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

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

Protection of Commonwealth Data, Personal Data and Information. The Contractor certifies that all steps will be taken to ensure the security and



STANDARD CONTRACT FORM INSTRUCTIONS CONTRACTOR CERTIFICATIONS COMMONWEALTH TERMS AND CONDITIONS

confidentiality of all Commonwealth data for which the Contractor becomes a holder, either as part of performance or inadvertently during performance, with special attention to restricting access, use and disbursement of personal data and information under [M.G.L. c. 93H](#) and [c. 66A](#) and other applicable state and federal privacy requirements. The Contractor shall comply with [M.G.L. c. 93I](#) for the proper disposal of all paper and electronic media, backups or systems containing personal data and information. The Contractor shall also ensure that any personal data or information transmitted electronically or through a portable device is properly encrypted using (at a minimum) the Commonwealth's "Cryptographic Management Standard" set forth in the Enterprise Information Security Policies and Standards published by the Executive Office for Technology, Services and Security (EOTSS), or a comparable Standard prescribed by the Department. Contractors with access to credit card or banking information of Commonwealth customers certify that the Contractor is PCI compliant in accordance with the Payment Card Industry Council Standards, and shall provide confirmation of compliance during the Contract. The Contractor shall immediately notify the Department in the event of any security breach, including the unauthorized access, disbursement, use or disposal of personal data or information and, in the event of a security breach, the Contractor shall cooperate fully with the Commonwealth and provide access to any information necessary for the Commonwealth to respond to the security breach and shall be fully responsible for any damages associated with the Contractor's breach including, but not limited to, damages under [M.G.L. c. 214, § 3B](#).

For all Contracts involving the Contractor's access to personal information, as defined in [M.G.L. c. 93H](#), and personal data, as defined in [M.G.L. c. 66A](#), or access to Department systems containing such information or data, Contractor certifies under the pains and penalties of perjury that the Contractor: (1) has read [M.G.L. c. 93H](#) and [c. 66A](#) and agrees to protect any and all personal information and personal data; and (2) has reviewed all of the Enterprise Information Security Policies and Standards published by the Executive Office for Technology, Services and Security (EOTSS), or stricter standards prescribed by the Department. Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under this Contract, for all Departments, including all offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall: (1) obtain a copy, review, and comply with any pertinent security guidelines, standards, and policies; (2) comply with the Enterprise Information Security Policies and Standards published by the Executive Office for Technology, Services and Security (EOTSS), or a comparable set of policies and standards ("Information Security Policy") as prescribed by the Department; (3) communicate and enforce such security guidelines, standards, policies and the applicable Information Security Policy among all employees (whether such employees are direct or contracted) and subcontractors; (4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information and data to which the Contractor is given access by the contracting Department from the unauthorized access, destruction, use, modification, disclosure or loss; (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract, and any breach of these terms may be regarded as a material breach of this Contract; (6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information or personal data (collectively referred to as the "unauthorized use"): (a) immediately notify the contracting Department if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting Department to determine the scope of the unauthorized use; and (c)

provide full cooperation and access to information necessary for the contracting Department and the Contractor to fulfill any notification requirements. Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth may exercise any and all contractual rights and remedies, including, without limitation, indemnification, withholding of payments, Contract suspension, or termination, pursuant to the [Commonwealth's Terms and Conditions](#), the Commonwealth IT Terms and Conditions, or the Commonwealth Terms and Conditions for Human and Social Services. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including, and without limitation, those imposed pursuant to [M.G.L. c. 93H](#) and under [M.G.L. c. 214, § 3B](#) for violations under [M.G.L. c. 66A](#).

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

Employer Requirements. Contractors that are employers certify compliance with applicable state and federal employment laws and regulations, including but not limited to prevailing wage laws at [M.G.L. c. 149, §§ 26-27D](#) (public construction work); [M.G.L. c. 149, § 27F](#) (use of trucks, vehicles and other equipment to perform public works functions); [M.G.L. c. 149, § 27G](#) (moving office furniture and fixtures); [M.G.L. c. 149, § 27H](#) (cleaning state office buildings or buildings leased by the state); [M.G.L. c. 6C, § 44](#) (MassDOT relocation of utilities or utility facility); [M.G.L. c. 7, § 22](#) (contracts for meat products and clothing and apparel); [M.G.L. c. 71, § 7A](#) (transportation of students to public schools); Chapter 195 of the Acts of 2014 (MA Convention Center Authority security guard services); minimum wage and overtime law and regulations ([M.G.L. c. 151](#) and 454 CMR 27.00); child labor laws ([M.G.L. c. 149, §§ 56-105](#)); all payment of wages, payroll and timekeeping records, earned sick time, meal breaks, domestic violence leave, temporary worker rights, domestic worker rights and anti-retaliation laws at [M.G.L. c. 149](#) (Labor and Industries); [M.G.L. c. 151A](#) (unemployment insurance and contributions); [M.G.L. c. 152](#) (workers compensation and insurance); [M.G.L. c. 150A](#) (Labor Relations); [M.G.L. c. 153](#) (liability for injuries); 29 U.S.C. c. 8 (Federal Fair Labor Standards); 29 U.S.C. c. 28 (Federal Family and Medical Leave Act); [M.G.L. c. 6, § 171A](#) (applicant criminal record information); [M.G.L. c. 149, § 105A](#) (MA Equal Pay Act); and [M.G.L. c. 175M](#) (Paid Family Medical Leave Act).

Federal And State Laws And Regulations Prohibiting Discrimination. Contractors certify compliance with applicable state and federal anti-discrimination laws, including but not limited to the Federal Equal Employment (EEO) Laws; the Americans with Disabilities Act: 42 U.S.C. § 12101, et seq., the Rehabilitation Act, 29 U.S.C. § 794; 29 U.S.C. § 701; 29 U.S.C. § 623; 42 U.S.C. c. 45; (Federal Fair Housing Act); [M.G.L. c. 151B](#) (Unlawful Discrimination); [M.G.L. c. 151E](#) (Business Discrimination); the Public Accommodations Law [M.G.L. c. 272, § 92A](#); [M.G.L. c. 272, §§ 98](#) and [98A](#), [Massachusetts Constitution Article CXIV](#) and [M.G.L. c. 93, § 10](#); 47 USC § 255 (Telecommunication Act); [M.G.L. c. 149, § 105D](#); [M.G.L. c. 151C](#); [M.G.L. c. 272, §§ 92A, 98](#) and [98A](#), and [M.G.L. c. 111, § 199A](#), and Massachusetts Disability-Based Non-Discrimination Standards For Executive Branch Entities, and related Standards and Guidance, authorized under Massachusetts Executive Order or any disability-based protection arising from state or federal law or precedent. See also MCAD and MCAD links and resources.



STANDARD CONTRACT FORM INSTRUCTIONS CONTRACTOR CERTIFICATIONS COMMONWEALTH TERMS AND CONDITIONS

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

Limitation of Liability. Contracts may not use the following limitation of liability language unless approved by legal staff at the Office of the Comptroller (CTR) or Operational Services Division (OSD), and it may not be used if a Department is utilizing the Commonwealth IT Terms and Conditions. The term "other damages" in Section 11 of the Commonwealth Terms and Conditions, "Indemnification," shall include, but shall not be limited to, the reasonable costs the Commonwealth incurs to repair, return, replace or seek cover (purchase comparable substitute commodities and services) under a Contract. "Other damages" shall not include damages to the Commonwealth as a result of third party claims, provided, that this in no way limits the Commonwealth's right of recovery for personal injury or property damages or patent and copyright infringement under Section 11 or the Commonwealth's ability to join the contractor as a third party defendant. Further, the term "other damages" shall not include, and in no event shall the contractor be liable for, damages for the Commonwealth's use of contractor provided products or services, loss of Commonwealth records, or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth. In no event shall "other damages" exceed the greater of \$100,000, or two times the value of the product or service (as defined in the Contract scope of work) that is the subject of the claim. Section 11 sets forth the Contractor's entire liability under a Contract. Nothing in this section shall limit the Commonwealth's ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specifically reference Section 11 of the Commonwealth Terms and Conditions. In the event the limitation of liability conflicts with accounting standards which mandate that there can be no cap of damages, the limitation shall be considered waived for that audit engagement. The terms in this Clarification may not be modified.

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

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

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

the Contract.

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

EXECUTIVE ORDERS

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

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

Executive Order 139. Anti-Boycott. The Contractor warrants, represents and agrees that during the time this Contract is in effect, neither it nor any affiliated company, as hereafter defined, participates in or cooperates with an international boycott (See IRC § 999(b)(3)-(4), and IRS Audit Guidelines Boycotts) or engages in conduct declared to be unlawful by [M.G.L. c. 151E, § 2](#). If there is a breach in the warranty, representation, and agreement contained in this paragraph, without limiting such other rights as it may have, the Commonwealth may rescind this Contract. As used herein, an affiliated company shall be a business entity of which at least 51% of the ownership interests are directly or indirectly owned by the Contractor or by a person or persons or business entity or entities directly or indirectly owning at least 51% of the ownership interests of the Contractor, or which directly or indirectly owns at least 51% of the ownership interests of the Contractor.

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

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



STANDARD CONTRACT FORM INSTRUCTIONS CONTRACTOR CERTIFICATIONS COMMONWEALTH TERMS AND CONDITIONS

Executive Orders 523, 526 and 565. [Executive Order 523](#) (Establishing the Massachusetts Small Business Purchasing Program). [Executive Order 526](#) (Order Regarding Non-Discrimination, Diversity, Equal Opportunity and Affirmative Action which supersedes Executive Order 478). [Executive Order 565](#) (Reaffirming and Expanding the Massachusetts Supplier Diversity Program). All programs, activities, and services provided, performed, licensed, chartered, funded, regulated, or contracted for by the state shall be conducted without unlawful discrimination based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status (including Vietnam-era veterans), or background. The Contractor and any subcontractors may not engage in discriminatory employment practices. The Contractor certifies compliance with applicable federal and state laws, rules, and regulations governing fair labor and employment practices. The Contractor also commits to purchase supplies and services from certified minority, women, veteran, service-disabled veteran, LGBT or disability-owned businesses, small businesses, or businesses owned by socially or economically disadvantaged persons; and Contractor commits to comply with any Applicable Department contractual requirements pertaining to the employment of persons with disabilities pursuant to [M.G.L. c. 7. §. 61\(s\)](#). These provisions shall be enforced through the contracting Department, OSD, and/or the Massachusetts Commission Against Discrimination. Any breach shall be regarded as a material breach of the contract that may subject the contractor to appropriate sanctions.

Terms and Conditions

Major Disaster: FEMA-4496-MA

Hazard Mitigation Grant Program Project Number: 4496-7R

Program: Hazard Mitigation Grant Program, Assistance Listing #97.039

Applicant (Sub-recipient): Town of Wellfleet

Project Title: Wellfleet DPW Emergency Generator

Project Location: 220 West Main Street, Wellfleet, MA, GPS Coordinates: Lat: 41.941936, Long: -70.039735

Project Description / Scope of Work: The proposed project is to replace the Town of Wellfleet's Department of Public Works (DPW) 20-year-old, 60 KW emergency generator with a new 125 KW diesel fuel generator. The new generator would provide emergency power to supply all DPW operations during a power outage. The project would remove and demolish the existing generator, which is located outside at the rear of the DPW facility (c. 1999). The existing generator would be disposed offsite in accordance with all applicable rules and regulations. The same location would be used for the new generator. The new generator would be enclosed to provide protection from the weather. The existing concrete pad, bollards, and building exterior wiring would also be removed. New construction would consist of a new concrete pad installation at the location of the existing generator. Dimensions of the new pad would be 20-foot-long x 10-foot-wide x 6-inches-deep (est.). In addition, rewiring would be needed to connect additional functions to the new generator. The new pad would also serve as the base for the diesel tank. New exterior conduit and wiring would be installed from the site of the new generator to the existing Auto Transfer Switch (ATS).

Federal Funding: The federal funding provided for this project is \$107,250 which is 89% of the total approved project cost of \$120,720. The final budget is included as Attachment A.

Non-federal Funding:

As a condition of the federal award, the Recipient is required to contribute a non-federal match/local share. The final budget was provided in the application and established the total costs, local share and federal share. The local share is \$13,470 which is 11% of the total approved project cost of \$120,720. The commitment letter is included as Attachment B. Below is the break-down of the local share:

- Cash: \$10,869.55
- In-Kind Services: \$2,600.45

Source: Town Funds and In-Kind Services

Type: Combination

See 2 C.F.R. § 200.306 for further guidance.

Regarding the cost share, President Biden signed FY22 Omnibus Appropriations bill (H.R. 2471, “Consolidated Appropriations Act, 2022”) into law on Tuesday, March 15, 2022.

This bill includes the opportunity to increase the federal cost share requirement for HMGP projects to 90% for any emergency or major disaster declared between January 1, 2020, and December 31, 2021. This applies to DR-4496-MA. The Recipient will provide at least a 10% local share, as noted above.

Sub-recipient Management Costs:

Per the form provided in the application, the Recipient has declined the opportunity to receive Sub-recipient Management Costs.

Overview. The following sections of this document set forth the various terms and conditions for the referenced project above under the Hazard Mitigation Grant Program (“HMGP”) with which both the recipient and subrecipient must comply. Failure to comply with these terms and conditions could jeopardize the federal funding provided and result in the total or partial termination of the Federal award and disallowance of some or all costs.

I. General Terms and Conditions

The Recipient and Applicant must comply with the terms and conditions set forth in the FEMA-State Agreement and the FY2022 Department of Homeland Security Standard Terms and Conditions Version 3 (May 16, 2022). Additionally, the Recipient and Applicant must comply with the terms and conditions set forth in the Hazard Mitigation Assistance Guidance (February 27, 2015), 2 C.F.R. pt. 200 and 44 C.F.R. pt. 206.

II. Environmental and Historic Preservation Terms and Conditions

The recipient and subrecipient must:

- A. Comply with the terms and conditions set forth in the Record of Environmental Consideration (“REC”) for the project. The REC is included as Attachment C.

III. Administrative Requirements Terms and Conditions

- A. The Recipient and Applicant must comply with the requirements of 2 C.F.R. pt. 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*. This includes, among other things, the requirement to comply with the procurement standards at 2 C.F.R. §§ 200.317-326.
- B. Before making any change to the FEMA-approved budget for this project, the Recipient must request prior written approval from FEMA where required by 2 C.F.R. § 200.308. If the total HMGP grant award for this declaration has an approved budget greater than the simplified acquisition threshold (currently \$250,000), the Recipient may not transfer funds for nonconstruction projects among direct cost categories, programs, functions, or activities

without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget for the entire HMGP grant award that FEMA last approved.

- C. Pursuant to 2 C.F.R. § 200.309, the Recipient and Applicant may charge only allowable costs incurred during the period of performance (except as described in 2 C.F.R. § 200.461) and any costs incurred before FEMA approved this project that were authorized by FEMA. Any costs incurred outside the period of performance are not allowable.
- D. The Recipient must obtain FEMA review and approval before the Recipient and Applicant commences work on any change in the scope of work for the project.
- E. The Recipient must submit a final payment of claim and supporting documentation for this project in accordance with 44 C.F.R. § 206.438 and *Hazard Mitigation Assistance Guidance* (2015) within 180 days of the earlier of the date the subrecipient completes the project or the project completion deadline.
- F. The project completion deadline for this project is **February 1, 2026**. Pursuant to 2 C.F.R. § 200.309, the Recipient and Applicant may charge only allowable costs incurred during the period of performance (except as described in 2 C.F.R. § 200.461) and any costs incurred before FEMA approved this project that were authorized by FEMA. Any costs incurred outside the period of performance are not allowable. The current project schedule is included as Attachment D.

IV. Programmatic Terms and Conditions

The recipient and subrecipient must:

- A. The Recipient and Sub-recipient must comply with 44 CFR pt. 206, subpart N - Hazard Mitigation Grant Program.
- B. Contribute a non-federal cost share of at least 10 percent of the total approved project cost.
- C. The Benefit Cost Ratio (BCR) at the time of the award for this project is **2.11**. This final calculation is based on FEMA's re-analysis of the third RFI response from October 13, 2022. The FEMA BCA Re-analysis report is included in Attachment E.

V. Acknowledgements



Digitally signed by Mark
Talbot
Date: 2022.12.09 12:15:45
-05'00'

Signature Recipient



Signature Subrecipient

Mark Talbot, SHMO, MEMA
Print Name and Title

Richard J. Waldo

Print Name and Title

Date

12/09/2022

Date

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project HMGP-4496-0007-MA (R) (1)

Title: DPW Emergency Generator

NEPA DETERMINATION

Non Compliant Flag: No EA Draft Date: EA Final Date:
 EA Public Notice Date: EA Fonsi Level: CATEX
 EIS Notice of Intent EIS ROD Date:

Comment Project Location/Lat, Long: 220 West Main Street, Wellfleet, MA; 41.941936, -70.039735

Project Scope of Work: The proposed project is to replace the Town of Wellfleet's Department of Public Works (DPW) undersized, 20-year-old emergency generator with a new 100-125 KW (est.) diesel fuel generator. The new generator would provide emergency power to supply all DPW operations during a power outage. The Town of Wellfleet is seeking Hazard Mitigation Grant Program funding.

The project would remove and demolish the existing generator, which is located outside at the rear of the DPW facility (c. 1999). The existing generator would be disposed offsite in accordance with all applicable rules and regulations. The same location would be used for the new generator. The new generator would be enclosed to provide protection from the weather. The concrete pad, bollards, and building exterior wiring would also be removed. New construction would consist of a new concrete pad installation at the location of the existing generator. Dimensions of the new pad would be 20-foot-long x 10-foot-wide x 6-inches-deep (est.). In addition, rewiring would be needed to connect additional functions to the new generator. The new pad would also serve as the base for the diesel tank. New exterior conduit and wiring would be installed from the site of the new generator to the existing Auto Transfer Switch (ATS). Ground disturbance would occur in previously disturbed areas for the new generator pad and for trenching associated with new conduit and wiring (no more than 18" below grade).

NEPA Comment: This project has been determined to be Categorically Excluded from the need to prepare either an Environmental Impact Statement or Environmental Assessment in accordance with FEMA Instruction 108-1-1 and DHS Instruction 023-01-001-01. Particular attention should be given to the project conditions before and during project implementation. Failure to comply with these conditions may jeopardize federal assistance including funding. - kvale - 10/17/2022 13:59:36 GMT

CATEX CATEGORIES

Catex Category Code	Description	Selected
*n18	(*n18) Federal Assistance for Construction or Installation of Structures, Facilities, or Equipment to Ensure Continuity of Operations. Federal assistance for the construction or installation of measures for the purpose of ensuring the continuity of operations during incidents such as emergencies, disasters, flooding, and power outages involving less than one acre of ground disturbance. Examples include the installation of generators, installation of storage tanks of up to 10,000 gallons, installation of pumps, construction of structures to house emergency equipment, and utility line installation. This CATEX covers associated ground disturbing activities, such as trenching, excavation, and vegetation removal of less than one acre, as well as modification of existing structures.	Yes

EXTRAORDINARY

Extraordinary Circumstance Code	Description	Selected ?
	No Extraordinary Circumstances were selected	

ENVIRONMENTAL LAW / EXECUTIVE ORDER

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project HMGP-4496-0007-MA (R) (1)

Title: DPW Emergency Generator

Environmental Law/ Executive Order	Status	Description	Comment
Clean Air Act (CAA)	Completed	Project will not result in permanent air emissions - Review concluded	Clean Air Act: Installing a new emergency generator and electrical wiring would not result in permanent air emissions. - kvale - 10/17/2022 14:09:14 GMT
Coastal Barrier Resources Act (CBRA)	Completed	Project is not on or connected to CBRA Unit or otherwise protected area - Review concluded	Coastal Barrier Resources Act: Project is approximately 0.4 miles east of CBRS Unit MA-17P (Griffin/Great Islands) but is not located within the CBRS Unit or in an Otherwise Protected Area. - kvale - 10/17/2022 14:07:50 GMT
Clean Water Act (CWA)	Completed	Project would not affect any water of the U.S. - Review concluded	Clean Water Act: Project is located outside of and would not affect waters of the U.S. - kvale - 10/17/2022 14:08:32 GMT
Coastal Zone Management Act (CZMA)	Completed	Project is located in a coastal zone area and/or affects the coastal zone	Coastal Zone Management Act: Project is not seaward of a line 100 feet inland of the 100-year floodplain, nor is it a listed federal action that would require consistency review in Massachusetts. - kvale - 10/17/2022 14:08:50 GMT
	Completed	State administering agency does not require consistency review - Review concluded	
Executive Order 11988 - Floodplains	Completed	No effect on floodplain/flood levels and project outside floodplain - Review concluded	EO11988: Per Flood Insurance Rate Map (FIRM) community map and panel number 25001C0233J dated 07/16/2014, the project is located outside the Special Flood Hazard Areas (SFHA) (100-year floodplain). - kvale - 10/17/2022 14:10:28 GMT
Executive Order 11990 - Wetlands	Completed	No effects on wetlands and project outside wetlands - Review concluded	EO11990: Determination based on review of U.S. Fish and Wildlife National Wetlands Inventory, Wetlands Mapper at http://www.fws.gov/wetlands/Data/Mapper.html accessed on 05/04/2022; project is neither located in nor will it affect mapped wetlands. - kvale - 10/17/2022 14:10:46 GMT
Executive Order 12898 - Environmental Justice for Low Income and Minority Populations	Completed	Low income or minority population in or near project area	EO12898 (EJ): There is a low-income population (50-60th percentile) as compared to the state and the U.S. in the project area; however, the project would allow the DPW to operate during storms and other power outage events, supporting public safety in the area. No disproportionately adverse impacts are expected. - kvale - 10/17/2022 14:11:12 GMT
	Completed	No disproportionately high and adverse impact on low income or minority population - Review concluded	

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project HMGP-4496-0007-MA (R) (1)

Title: DPW Emergency Generator

Environmental Law/ Executive Order	Status	Description	Comment
Endangered Species Act (ESA)	Completed	Listed species and/or designated critical habitat present in areas affected directly or indirectly by the federal action	Endangered Species Act: Determination based on 05/03/2022 review of USFWS site at: https://ecos.fws.gov/ipac/ ; this project as described will not affect ESA-listed Northern long-eared bat or critical habitat. No tree removal is occurring; therefore, FEMA determines no effect to the species. - kvale - 10/17/2022 14:07:29 GMT
	Completed	No effect to species or designated critical habitat (See comments for justification) - Review concluded	
Farmland Protection Policy Act (FPPA)	Completed	Project does not affect designated prime or unique farmland - Review concluded	Farmlands Protection Policy Act: Project site is not within important farmland areas. - kvale - 10/17/2022 14:09:28 GMT
Fish and Wildlife Coordination Act (FWCA)	Not Applicable	Project does not affect, control, or modify a waterway/body of water - Review concluded	
Migratory Bird Treaty Act (MBTA)	Completed	Project located within a flyway zone	Migratory Bird Treaty Act: Work associated with this project does not have the potential to take migratory birds. - kvale - 10/17/2022 14:09:41 GMT
	Completed	Project does not have potential to take migratory birds - Review concluded	
Magnuson-Stevens Fishery Conservation and Management Act (MSA)	Completed	Project not located in or near Essential Fish Habitat - Review concluded	Magnuson-Stevens Act: Project is not located near the coast or major river and therefore does not affect EFH. - kvale - 10/17/2022 14:09:56 GMT
National Historic Preservation Act (NHPA)	Completed	Applicable executed Programmatic Agreement. Activity meets Programmatic Allowance (enter date and # in comments) - Review concluded	NHPA: Pursuant to Appendix B of the Massachusetts Section 106 Programmatic Agreement executed on 12/13/2018 (Revised 06/22/2022), this project will have limited to no effect on historic properties. The scope of work, as described, meets Programmatic Allowance[s] Tier I Section B.1, repair of buildings less than 45 years old and Tier II Section D.2.a., installation of generators on previously disturbed soil. At this time, no consultation with the State Historic Preservation Officer (SHPO) or Tribes is required; however, if the scope of work changes this project needs to be resubmitted for further EHP review. The scope of work was reviewed by Krista Richardson-Cline who has been determined to be SOI Qualified in Archaeology and they have determined that as described the project, meets the requirements of the Allowance(s). See project conditions. - kvale - 10/17/2022 14:38:36 GMT

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project HMGP-4496-0007-MA (R) (1)

Title: DPW Emergency Generator

Environmental Law/ Executive Order	Status	Description	Comment
Wild and Scenic Rivers Act (WSR)	Completed	Project is not along and does not affect Wild and Scenic River - Review concluded	Wild and Scenic Rivers Act: Project is not within 0.25 miles of a designated river. - kvale - 10/17/2022 14:10:09 GMT

CONDITIONS

Special Conditions required on implementation of Projects:

NHPA CONDITION (artifacts): In the event of the discovery of archaeological deposits (e.g. Indian pottery, stone tools, shell, old house foundations, old bottles) the Subrecipient and their contractor shall immediately stop all work in the vicinity of the discovery and take reasonable measures to avoid or minimize harm to the finds. The Subrecipient and their contractor shall secure all archaeological discoveries and restrict access to discovery sites. The Subrecipient shall immediately report the archaeological discovery to the Recipient MEMA State Hazard Mitigation Officer, Sarah White, 508-820-2053 and the FEMA Deputy Regional Environmental Officer Mary Shanks, 617-901-2204; FEMA will determine the next steps.

Source of condition: National Historic Preservation Act (NHPA) Monitoring Required: No

NHPA CONDITION (human remains): In the event of the discovery of human remains, the Subrecipient and their contractor shall immediately stop all work in the vicinity of the discovery and take reasonable measures to avoid or minimize harm to the finds. The Subrecipient and their contractor shall secure all human remains discoveries and restrict access to discovery sites. The Subrecipient and their contractor shall follow the provisions of applicable state laws. Violation of state law will jeopardize FEMA funding for this project. The Subrecipient will inform the Office of the Chief Medical Examiner, the State Archaeologist, the Recipient MEMA State Hazard Mitigation Officer, Sarah White, 508-820-2053 and the FEMA Deputy Regional Environmental Officer Mary Shanks, 617-901-2204. FEMA will consult with the SHPO and Tribes, if remains are of tribal origin. Work in sensitive areas may not resume until consultation is completed and appropriate measures have been taken to ensure that the project is compliant with the National Historic Preservation Act.

Source of condition: National Historic Preservation Act (NHPA) Monitoring Required: No

Standard Conditions:

Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.

This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.

Budget Information- Hazard Mitigation Programs

Name of Sub-Recipient					Grant Program					
Town of Wellfleet - DPW Generator					HMGP 4496-07					
CFDA #		Federal Identification Number		Budget (Check One)		Budget Period			SFM/Phased Project	
97.039		04-6001345		New <input checked="" type="checkbox"/> Revised		From: 01/01/23 To : 01/01/25			Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
FEMA Ob#	Task	Activity/Cost Classification		A. Eligible and Approved Total Cost		B. Local Share*			C. Federal Share*	
	1	Specify, Order and Receive Equipment		\$5,000.00		\$0.00			\$5,000.00	
	2	Demo Existing Generator System		\$2,470.00		\$2,470.00			\$0.00	
	3	Dispose Ex. Generator Equipment		\$2,000.00		\$0.00			\$2,000.00	
	4	Construct New Concrete Pad (w/ bollards)		\$11,000.00		\$11,000.00			\$0.00	
	5	Install New Generator and Hookup		\$85,750.00		\$0.00			\$85,750.00	
	6	Testing and Startup		\$3,000.00		\$0.00			\$3,000.00	
	7	Closeout		\$4,000.00		\$0.00			\$4,000.00	
	8	Final Engineering Design		\$7,500.00		\$0.00			\$7,500.00	
		Subtotal		\$120,720.00		\$13,470.00			\$107,250.00	
		Project (Program) income								
		Total		\$120,720.00		\$13,470.00			\$107,250.00	
* Local & Federal Share percentages vary depending on grant program. Refer to 2015 HMA Guidance and Notice of Funding Opportunities for additional information.										
Please provide a dollar amount that you anticipate spending in each fiscal year listed below for the federal funds only. Please allocate project costs and management costs (if applicable) separately:										
	PROJECT COSTS - FEDERAL SHARE			SUB-RECIPIENT MGMT COSTS - FEDERAL SHARE			COMBINED PROJECT & MGMT			
	FY 23	\$7,000.00		FY 23	\$0.00		FY 23	\$7,000.00		
	FY 24	\$85,750.00		FY 24	\$0.00		FY 24	\$85,750.00		
	FY 25	\$14,500.00		FY 25	\$0.00		FY 25	\$14,500.00		
	TOTAL	\$107,250.00		TOTAL	\$0.00		TOTAL	\$107,250.00		
For Phased Projects, the Federal Funds obligations will be broken down by tasks and duration of the tasks.										
Mitigation Project Milestone Work Schedule										
Ob#	FEMA Amendment #	Duration (Months)		Federal Share Amount		Date of obligation				
1										
2										

MITIGATION PROJECT WORK SCHEDULE

Applicant: **Wellfleet**

Grant: **HMGP 4496-07**

Task¹	Estimated Task Start Month²	Task Duration (in months)	Estimated Task End Month
Grant Award/State Contracting/Project Start	1/1/2023	2	3/1/2023
Final Engineering Bid Docs & Order/Receive Materials & Equip.	3/1/2023	8	11/1/2023
Demo Existing Generator System (Town)	11/1/2023	3	2/1/2024
Dispose of Demo'd Equipment (Town Managed)	2/1/2024	2	4/1/2024
Construct New Concrete Pad (Town)	4/1/2024	2	6/1/2024
Install New Generator	6/1/2024	2	8/1/2024
Testing and Startup w/ Final Engineering Inspection	8/1/2024	1	9/1/2024
Final Grant Reporting/Closeout	9/1/2024	3	1/1/2025
Total Estimated Time for Project Completion:		24 months	

1. Enter tasks in the first column. Tasks listed are examples and should be edited based on actual proposed scope of work. These tasks should be major milestones as detail does not have to be budgeted at the micro level. Tasks could include planning, engineering/design, construction, project management, etc. Add "(concurrent)" following those tasks that may happen concurrently with other tasks.

2. Estimated task start month is from time of grant award, which may be unknown at the time of subapplication submission. Schedule can be adjusted post-award based on specific project needs such as time of year restrictions, supply chain issues, etc.

DESIGNATION OF PROJECT MANAGER FORM

(Name of Project Manager)

(Official Title)

is responsible for the administration, work monitoring, and the coordination of MEMA Mitigation Programs
for the Town of Wellfleet
(Applicant)

Project Manager:

Typed Name and Official Title

Signature

Street Address

City/Town

Zip Code

Telephone Number

Fax Number

e-mail

AUTHORIZING OFFICIAL:

Typed Name and Official Title

Signature

Street Address

City/Town

Zip Code

Telephone Number

Fax Number

e-mail

Please return this completed form as soon as possible to:
Massachusetts Emergency Management Agency
Hazard Mitigation Department
400 Worcester Road
Framingham, MA 01702-5399

Federal Funding Accountability and Transparency Act Compliance Form

Please complete and return this form with contracts.

Part 1. In order to comply with the Federal Funding Accountability and Transparency Act (FFATA), the Massachusetts Emergency Management Agency may only award grants and contracts to entities with the Unique Entity Identifier (UEID). Effective April 4, 2022, the UEID has replaced your entity's DUNS number. UEID numbers are used as identifiers for tracking purposes and to validate address and point of contact information for federal assistance applicants, recipients, and sub-recipients. The UEID number will be used throughout a grant's life cycle. Please consult your accounting department to obtain your organization's UEID. To request a UEID or to review the one already assigned to you, please visit www.SAM.gov.

Table 1. Award Information

Name of Entity Receiving Award	Town of Wellfleet
Street Address	300 Main Street
City, State, Zip	Wellfleet, MA 02667
Contact Name	Richard J. Waldo, Town Administrator
Contact Phone Number	(508) 349-0300
Congressional District	9th
Amount of Award	\$107,250.00
Unique Entity Identifier (UEID)	LN46CBCFEJY7
Transaction Type	Reimbursement
CFDA number or NAICS code	97.039
Program Source	Hazard Mitigation Grant Program
Award Title	DPW Emergency Generator

Part 2. FFATA requires information be collected regarding executive compensation. If the gross revenue of your organization exceeds \$25,000,000, more than 80% of the gross revenue is from federal sources, and the public does not have access to this information through other government reports the names, titles, and salaries of the executives with the five highest salaries must be provided. If your organization meets these criteria, please complete Table 2. If your organization does not meet these criteria, please check the statement above the table.

_____ The gross revenue of my organization does not exceed \$25,000,000 and more than 80% of the gross revenue of my organization is not from federal sources and or compensation information is available to the general public.

OR

Table 2 Executive Compensation (by Salary)

First and Last Name	Title	Annual Salary

Signature of authorized official (signed in blue ink)

Date

Printed name of Authorized Official

Title

MEMA Subrecipient Pre-Award Risk Assessment Questionnaire

Subrecipient (Applicant) Name: Town of Wellfleet HMGP 4496-07

(Includes all departments, divisions, or units within the Municipality or Not-for-Profit receiving federal grant funds)

Per 2 CFR 200.331 section (b), MEMA is required to “evaluate each subrecipient’s risk of non-compliance with Federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring.” Please provide the information requested below with your application.

MEMA grant program and fiscal staff will review past performance of subrecipient and information below to determine the extent to which, if any, monitoring or other measures may be taken to support subrecipient compliance.

(1): Has Subrecipient been the direct recipient or a subrecipient of MEMA-issued federal funds within the last two fiscal years:

Yes No
(if no, please complete corresponding section on next page)

(2): Was Subrecipient required (OMB A-133 or 2 CFR 200 Subpart F) to have an audit of Federal Funds performed in the two most recently closed fiscal years?

Yes No

Does Subrecipient have any findings or questioned costs related to MEMA federal grants administration in the last two most recently closed fiscal year Audits?

Yes No
(if yes, please complete corresponding section on next page)

(3): Has Subrecipient employed new personnel or implemented new or substantially changed systems related to Federal Grant Management in the last calendar year?

Yes No
(if yes, please complete corresponding section on next page)

(4): Has Subrecipient been monitored by any Federal Agency as a direct recipient of Federal Funding in the last two fiscal years.

Yes No
(if yes, please complete corresponding section on next page)

(5): Does subrecipient conduct federally funded activities under an approved Internal Control Plan that meets federal guidelines and provides for sound financial management of grant activities, including:

- Detection and Prevention of Fraud, Waste, and Abuse;
- Accounting system identification of the receipt and expenditure of program funds separately for each grant/contract;
- Distribution records maintained for an employee when his/her effort are used as a direct cost or match;
- Procurements conducted in compliance with federal procurement requirements.

Yes No
(if there are internal control plan concerns, please complete corresponding section on next page)

Continued on Back



**MEMA Sub-recipient Pre-Award Risk Assessment Questionnaire
Response Form**

(1): If you have not received a grant from MEMA in the last two years, please indicate last grant received from MEMA:

Federal Award Name	Purpose	Amount	Start Date	End Date
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(2): Please list below (or attach) the results of any A-133 or Subpart F audits for the last two fiscal years of subrecipient:

Grant Audited	Finding Date	Finding Description
----------------------	---------------------	----------------------------

MEMA will send a letter to subrecipient seeking additional details on the above finding(s), requesting subrecipient response and Corrective Action Plan, and setting a schedule for MEMA to issue a Management Decision.

(3): Please describe any new systems or staffing that may impact federal grant award administration:

(4): Please describe (or attach) the results of federal monitoring received within the last two fiscal years:

(5): Please describe any Internal Control-related concerns:

My signature below indicates that I have reviewed the relevant accounting, internal control, and program staffing and management systems of my organization, that the above information is complete and correct, and that all efforts to minimize the risk of noncompliance have and will be taken by my organization.

Signature _____ **Date** _____

Printed Name _____ **Title** _____

Massachusetts Emergency Management Agency Terms and Conditions for Hazard Mitigation Assistance (HMA) Grant Programs

1. GRANT MODIFICATIONS: The Scope of Work, Budget and Work Schedule that was approved by FEMA and is included in this State Contract, is the only work that is eligible for reimbursement. Any potential modifications must be requested and approved, in advance of any changes being implemented.

a. Period of Performance Time Extensions: Requests for time extensions to the performance period/contract end date will be considered but will not be granted automatically. **The request must be submitted to MEMA in writing using the MEMA Grant Modification Request form a minimum of 90 days prior to the contract end date.** The request must include a written explanation of the reason(s) for the delay, an accounting of the funds spent and remaining funds available to support the extended performance period /contract end date, and a description of the performance measures necessary to complete the mitigation activity. The grant must be in compliance with all program requirements including current financial and quarterly progress reports, in order for a time extension to be considered. Please confer with mitigation staff on any request.

b. Budget Amendments: In order to modify the approved budget line items delineated in this State Contract, the sub-recipient shall request a Budget Amendment using the Grant Modification Request form, which will be provided by MEMA. Requests for budget amendments must include a budget reallocation form delineating the proposed budget change(s), as well as a narrative justification for the proposed change(s). The request shall be reviewed by MEMA in accordance with 2 CFR 200.308 and FEMA HMA Guidance. FEMA review and approval may be required in certain circumstances. If approved, the budget amendment will be incorporated into the State Contract by letter or contract amendment, as appropriate. Amendments to fiscal year projections must be requested no later than May 1, to ensure a revised contract is executed prior to the end of the state fiscal year.

b.1. Contingency Cost: A contingency cost is an allowance in the total cost estimate to cover situations that cannot be fully defined at the time the cost estimate is prepared, but that will likely result in additional eligible costs. Contingency funds, if included in the FEMA-approved budget, are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category. Any changes to access contingency funds and re-budget to another direct cost category must be requested in writing to MEMA. If approved by MEMA, the request will be submitted to FEMA for approval. The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.

c. Scope of Work Modifications: The Scope of Work included in this State Contract, as approved by FEMA, is the only work that is eligible. Scope of Work modifications must be approved prior to the implementation of the requested change. There is no guarantee that a scope of work modification will be approved. In order to modify the approved accomplishments delineated in the scope of work of this Agreement, the sub-recipient shall request a scope of work modification on the Grant Modification Request form, which will be provided by MEMA. Each request for a scope of work modification shall delineate the proposed change(s) in scope, and a new budget and work schedule if necessary. If the modification results in additional costs, a new Benefit Cost Analysis (BCA) is required and must be submitted to FEMA for approval along with the request to modify the scope of work. The request shall be reviewed by MEMA, and, if approved, sent to FEMA for review. If the change is approved by FEMA, it will be incorporated into this State Contract by letter or contract amendment, as appropriate. All approvals will be at FEMA's discretion, and in accordance with all regulations. Please confer with mitigation staff on any requests.

2. DESIGNATION OF PROJECT MANAGER: The name of the sub-recipient's Project Manager and the duties of the named individual under this Agreement are provided through the Designation of Project Manager Form. If the sub-recipient's Project Manager should change during the course of this Agreement, the sub-recipient shall notify MEMA within ten (10) business days by providing an updated Designation of Project Manager form to MEMA. The Project Manager does not have to be an Authorized Signatory for the sub-recipient.

Massachusetts Emergency Management Agency Terms and Conditions for Hazard Mitigation Assistance (HMA) Grant Programs

3. QUARTERLY REPORTS: All sub-recipients are required to submit a quarterly report on the form provided by MEMA, as evidence of project progress and any project issues that materialize. The report is due on October 1st, January 1st, April 1st and July 1st of each year. The information on these reports is expected to reflect the current status of the project. Quarterly reports do not substitute a grant modification request as outlined above. Data from these reports is transmitted to FEMA in accordance with FEMA program requirements. Failure to submit quarterly reports in a timely manner may jeopardize federal reimbursement.

4. REQUEST FOR FUNDS: Only the costs delineated in the Budget of this agreement as approved expenditures, and defined as allowable costs in 2 CFR Part 200, are eligible for reimbursement. Only those costs incurred during the time periods specified in the State Contract are eligible for reimbursement. Funds under this Agreement shall be released by MEMA to the sub-recipient on a reimbursement basis or in special instances, on a short-term advance basis as authorized by Federal law and negotiated with MEMA, consistent with Federal and State regulations. Funds shall be requested from MEMA on the Request for Funds form provided by MEMA. The grant represents the federal share of the project. The federal share is typically up to 75% of the total eligible project costs. FEMA will notify MEMA when the federal share is increased/decreased, and to which HMA grant programs the modified federal share will apply; MEMA will update and issue a revision of the applicable Notice of Funding Opportunity detailing the new cost share. Should project costs increase, the local share must increase as the federal share is fixed once it is awarded. Final requests for funds must be submitted no later than thirty (30) days after the contract end date, or thirty (30) days after the project completion, whichever occurs first (project completion is defined as a final site visit for construction projects; issuance of final deliverables for planning projects).

5. DOCUMENTATION REQUIRED FOR RELEASE OF FUNDS: The sub-recipient shall provide the following documentation to MEMA concurrent with each Request for Funds form:

- a. Documentation which demonstrates that the work for which funding is requested is completed in accordance with applicable Federal, State, and local codes and standards. This includes permits, inspection reports, photos, description of the work performed in sufficient detail, etc.
- b. Documentation which demonstrates that the goods and/or services for which reimbursement is requested were procured in a manner consistent with local and state policies and in accordance with Federal procurement regulations in 2 CFR Part 200. This includes bids, notifications, contracts, etc.
- c. Vendor/supplier invoices that provide detail for date(s) of service, tasks completed, and detail by line item. For construction projects, Certified Payroll is required.
- d. Documentation that demonstrates that payment was made by the sub-recipient to vendors/suppliers ("Proof of Payment"). This may include, but is not limited to, cancelled checks and General Ledger reports. Documentation which demonstrates the expenditure of the required local cost-share. Where "in-kind" services are provided by the sub-recipient, timecards, payroll reports and appropriate reports that show detail of the work completed will be required.
- e. For elevation and retrofit (i.e. utility) projects, a Homeowner Elevation Summary Sheet must be completed for each property, with all required documentation attached.

6. COST OVERRUN: Cost overruns can only be requested by sub-recipients of the Hazard Mitigation Grant Program; cost overrun funding is not available for any other HMA grant program. MEMA must be notified immediately at the time the sub-recipient is aware of the cost overrun. This could be when bids or change orders are received for the project. The sub-recipient must cover the cost overrun with local funds. When submitting their cost overrun request to MEMA, the sub-recipient must also include a new cost estimate along with an updated BCA, with all appropriate back-up documentation. Cost overruns may be considered if there are available funds remaining in the overall grant program. MEMA will review the request, and if approved, will forward to FEMA for their review and approval. If FEMA approval is obtained, a new obligation will be incurred for the federal share of total eligible overrun costs. There is no guarantee that cost overruns will be approved. Please confer with mitigation staff on any requests. (See overruns caused by scope of work modifications above). If a cost overrun is approved, a new state contract will be prepared for signature by the sub-recipient and the State, after which the funds will be reimbursed to the sub-recipient.

Massachusetts Emergency Management Agency Terms and Conditions for Hazard Mitigation Assistance (HMA) Grant Programs

7. PERMITS, BID SPECIFICATION, DESIGN DRAWINGS, PLANS:

- a. The sub-recipient shall provide electronic copies of all permits and approvals required in support of the project prior to construction. Failure to obtain all appropriate federal, state, and local environmental permits may jeopardize federal funding. Please note that any changes made in the review, consultation or permitting process must be reviewed by MEMA and may need FEMA approval before construction proceeds.
- b. The sub-recipient shall provide an electronic set of all preliminary and final bid specifications, design drawings, and/or plans for this project prior to the start of construction.

8. CLOSEOUT: The sub-recipient must notify MEMA upon completion of the project so that final site visits (if required) can be scheduled. Within thirty (30) days of project completion, the sub-recipient shall provide to MEMA the following:

- Final request for funds with all appropriate backup documentation.
- For construction projects: all signed and recorded completion certificates, including but not limited to, MA Department of Environmental Protection Order of Conditions (WPA Form 5), Certificate of Compliance (WPA Form 8B), US Army Corps of Engineers permits, and others as required.
- For construction projects: an electronic set of final "as-built" plans/drawings.
- For non-construction projects: deliverables in accordance with the Scope of Work.

Final payment will not be made until MEMA is in receipt of all final deliverables. For Acquisition and Structure Elevation projects, refer to the 2015 Hazard Mitigation Guidance Addendum Section A and Section E for additional close-out documentation requirements such as, but not limited to, recorded deed, statement of voluntary participation, FEMA Form AW-501, NFIP Repetitive Loss Update Worksheet, and final elevation certificate.

9. RECORD KEEPING AND RETENTION, INSPECTION OF RECORDS: The sub-recipient shall maintain records, books, files and other data as specified in a contract and in such detail as shall properly substantiate claims for payment under a contract, for a minimum retention period of seven (7) years beginning on the first day after the final payment under a contract, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit, or other inquiry involving a contract. MEMA shall have access, as well as any parties identified under Executive Order 195, during the sub-recipient's regular business hours and upon reasonable prior notice, to such records, including on-site reviews and reproduction of such records at a reasonable expense.

10. PROJECT SIGN: For physical construction projects with total costs over \$500,000.00 and located within a contiguous site, the sub-recipient shall erect a sign, at a suitable location near the project site. This sign shall be at least eight (8) feet long by four (4) feet high and meet the specifications delineated by MEMA. Please confer with the mitigation staff on this requirement.

11. COPYRIGHT: FEMA and MEMA reserve a royalty free, non-exclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for government purposes. Any publication resulting from work performed under this agreement shall include an acknowledgement of Massachusetts Emergency Management Agency.

Prior to acceptance of these terms and conditions, sub-recipient must evaluate its policies, procedures, and management systems for risk of non-compliance with any of the above terms and conditions, inclusive of all requirements of FEMA and 2 CFR Part 200. Any identified areas of risk must be brought to the attention of MEMA prior to the execution of this contract in order to determine and implement the appropriate remedy.

Sub-recipient should reference all other documents made part of this contract, including the FEMA HMGP Terms and Conditions (if applicable), and the Department of Homeland Security Standard Terms and Conditions. Failure to comply with all Terms and Conditions of this State Contract could jeopardize the sub-recipients Federal Funding.

Massachusetts Emergency Management Agency Terms and Conditions for Hazard Mitigation Assistance (HMA) Grant Programs

By signing below, the sub-recipient certifies that it understands all obligations and has in place or will implement policies and procedures that meet or exceed the standards and requirements above. Acceptance of payment for the activities under this State Contract indicates that all actions taken by the sub-recipient for the purposes of this grant program were done so in compliance with all grant requirements and all applicable terms, laws, and regulations, including the certification statement above.

Signature of Authorized Signatory

Date

Printed Name

Title

FY 2022 DHS Standard Terms and Conditions

The Fiscal Year (FY) 2022 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2022. These terms and conditions flow down to subrecipients unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations.

All legislation and digital resources are referenced with no digital links. The FY 2022 DHS Standard Terms and Conditions will be housed on dhs.gov at www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions.

A. Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

- I. DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the awarding agency.
- II. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002.
- III. By accepting this agreement, recipients, and their executives, as defined in 2 C.F.R. § 170.315, certify that their policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

B. General Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

- I. Recipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS.
- II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel.
- III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
- IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance.
- V. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as pass-through entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and

FY 2022 DHS Standard Terms and Conditions

Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>.

The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

C. Standard Terms & Conditions

I. Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

II. Activities Conducted Abroad

Recipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

III. Age Discrimination Act of 1975

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

IV. Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

V. Best Practices for Collection and Use of Personally Identifiable Information

Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

VI. Civil Rights Act of 1964 – Title VI

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

VII. Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection

FY 2022 DHS Standard Terms and Conditions

therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. § 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units— i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

VIII. Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

IX. Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

X. Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).

XI. Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

XII. Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

XIII. Energy Policy and Conservation Act

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

XIV. False Claims Act and Program Fraud Civil Remedies

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Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§3729-3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)

XV. Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

XVI. Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.

XVII. Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

XVIII. Hotel and Motel Fire Safety Act of 1990

Recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a

XIX. John S. McCain National Defense Authorization Act of Fiscal Year 2019

Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

XX. Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

XXI. Lobbying Prohibitions

Recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract,

FY 2022 DHS Standard Terms and Conditions

including any extension, continuation, renewal, amendment, or modification.

XXII. National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq. and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

XXIII. Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

XXIV. Non-Supplanting Requirement

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

XXV. Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

XXVI. Patents and Intellectual Property Rights

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

XXVII. Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

XXVIII. Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973), (codified as amended at 29 U.S.C. § 794,) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

XXIX. Reporting of Matters Related to Recipient Integrity and Performance

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General Reporting Requirements:

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

XXX. Reporting Subawards and Executive Compensation

Reporting of first tier subawards.

Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

XXXI. Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Recipients and subrecipients must comply with the Build America, Buy America Act (BABAA), which was enacted as part of the Infrastructure Investment and Jobs Act §§ 70901-70927, Pub. L. No. 117-58 (2021); and Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers. See also Office of Management and Budget (OMB), Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.

Recipients and subrecipients of federal financial assistance programs for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

- (1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- (2) all manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- (3) all construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

Waivers

FY 2022 DHS Standard Terms and Conditions

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements.

- (a) When the federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:
- (1) applying the domestic content procurement preference would be inconsistent with the public interest;
 - (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
 - (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the OMB Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described. For awards by the Federal Emergency Management Agency (FEMA), existing waivers are available and the waiver process is described at "[Buy America Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov](#)". For awards by other DHS components, please contact the applicable DHS FAO.

To see whether a particular DHS federal financial assistance program is considered an infrastructure program and thus required to include a Buy America preference, please either contact the applicable DHS FAO, or for FEMA awards, please see [Programs and Definitions: Build America, Buy America Act | FEMA.gov](#).

XXXII. SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

XXXIII. Terrorist Financing

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

XXXIV. Trafficking Victims Protection Act of 2000 (TVPA)

Trafficking in Persons.

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. § 7104. The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference.

XXXV. Universal Identifier and System of Award Management

FY 2022 DHS Standard Terms and Conditions

Requirements for System for Award Management and Unique Entity Identifier Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

XXXVI. USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

XXXVII. Use of DHS Seal, Logo and Flags

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

XXXVIII. Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.



FEMA

December 12, 2022

Dawn Brantley, Acting Director
Massachusetts Emergency Management Agency
400 Worcester Road
Framingham, MA 01702

Re: FEMA-4496-DR-MA
Hazard Mitigation Grant Program (HMGP) Project # 7-R
Wellfleet DPW Emergency Generator

Dear Acting Director Brantley:

Enclosed please find the obligation reports for the following HMGP subgrant:

4496-7-R	Wellfleet DPW Emergency Generator	\$ 107,250.00
Total:		\$ 107,250.00

The *Prime Award* Period of Performance (POP) for FEMA-4496-DR-MA began on **August 5, 2021**, and currently ends on **July 31, 2026**. POP extension requests must be received by FEMA at least 60 days prior to the grant POP termination date.

If you have any questions, please do not hesitate to call Joan Poundstone with the FEMA Region I Mitigation Division at (202) 600-1806.

Sincerely,

RICHARD H
VERVILLE

Digitally signed by RICHARD H
VERVILLE
Date: 2022.12.12 14:55:43 -05'00'

Richard H. Verville
Deputy Director
Mitigation Division
FEMA Region I

cc: Mark Talbot, State Hazard Mitigation Officer, MEMA
Simon van Leeuwen, Assistant Director for Recovery and Mitigation, MEMA



TOWN OF WELLFLEET

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

To: Wellfleet Select Board

From: Rebecca Roughley on behalf of the Harbor Master and the Dredging Task Force

Date: January 25, 2023

Re: Recommendation of Award - Engineering Drawings/Permit Applications for Clean Sand Dredging/Beach Nourishment

An IFB was issued for engineering drawings/permit applications for clean sand dredging/beach nourishment of the Wellfleet entrance channel on September 22, 2022. Four proposals were received on the prescribed date of November 30, 2022. All four proposals were responsive and indicated appropriate experience and understanding of the work scope.

The scope of the Invitation for Bids was to produce engineering drawings and submit permit applications to the regulatory agencies for dredging clean sand in the area between the end of the breakwater and the federal channel. There has been severe shoaling over the past years, resulting in a potential hazard to boaters - especially those inclined to cut the dogleg when entering or exiting the harbor.

Clarification meetings were held with the two low bidders, BSC Group and Coastal Engineering Company, each of whom demonstrated proper knowledge and experience for the scope of work.

It is recommended that the award be made to BSC Group whose prices for the base scope and the alternate scenarios were lower than that submitted by Coastal Engineering Company. The project will be funded out of the harbor dredge Article 12 (4/2019 ATM) borrowing authorization.

Respectfully,
Rebecca Roughley



TOWN OF WELLFLEET

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

February 1, 2023
Jef Fassler, AICP, RLA, LEED AP
BSC Group
349 Main Street
West Yarmouth, MA 02673

RE: Engineering Drawings/Permit Applications for Clean Sand Dredging/Beach Nourishment

Dear Mr. Fassler:

The Town of Wellfleet is pleased to award BSC Group the contract for Engineering Drawings/Permit Applications for Clean Sand Dredging/Beach Nourishment. Upon contract execution, please submit your certificate of insurance naming the Town of Wellfleet as an additional insured and a W-9. The agreement attached includes the terms and conditions and the scope of work referred to as attachment A.

The term of your contract is for one year starting on February 1, 2023 – January 31, 2024. On behalf of the Town of Wellfleet, we look forward to working with you.

Sincerely,

Rebecca Roughley, Assistant Town Administrator

C.C. Town Administrator, Town Accountant, Harbor Master



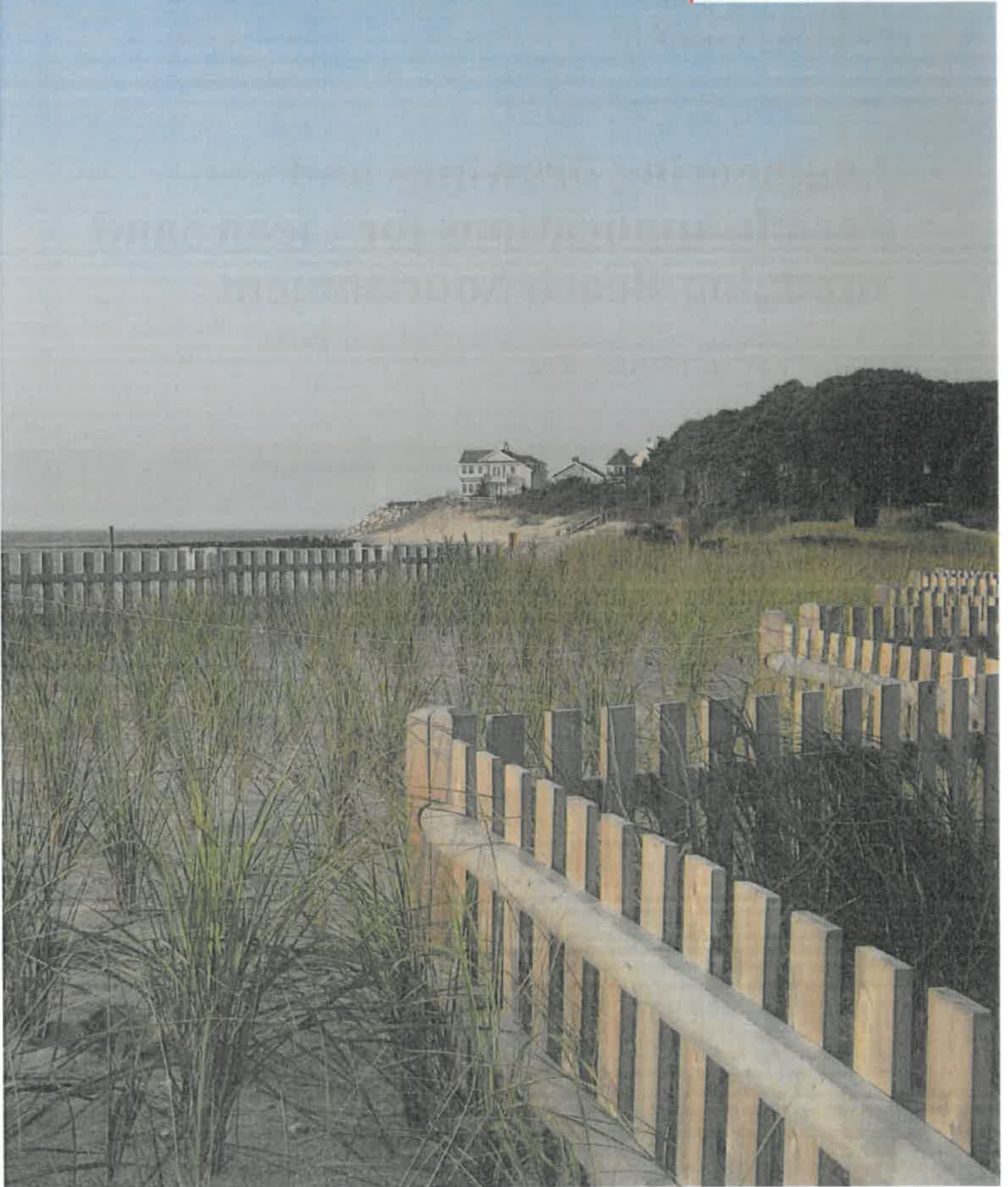
PROPOSAL / NOVEMBER 30, 2022

Engineering Drawings and Permit Applications for Clean Sand Dredging/Beach Nourishment

Town of Wellfleet, MA



Ten-Year Comprehensive
Dredge Permit and Beach
Nourishment Program
Mashpee, MA





BUILD | SUPPORT | CONNECT

Engineers
Environmental Scientists
Software Developers
Landscape Architects
Planners
Surveyors

www.bscgroup.com

NOVEMBER 30, 2022

Rebecca Roughley
Assistant Town Administrator
Wellfleet Town Hall
300 Main Street
Wellfleet, MA 02667

RE: Engineering Drawings and Permit Applications for Clean Sand Dredging/Beach Nourishment

Dear Ms. Roughley,

BSC Group is well suited to provide the Town of Wellfleet with engineering drawings and permit applications for clean sand dredging/beach nourishment. In addition to the many years of experience working with municipalities throughout Cape Cod, BSC offers the following advantages:

Experienced in Supporting Comprehensive Dredging Efforts

With decades of experience engineering, designing, and permitting public dredge and beach nourishment projects, BSC understands the intricacies of this work. BSC has successfully resolved difficult situations encountered during dredging projects, such as the disposal of unsuitable dredge material at upland disposal sites; working with neighboring towns or private properties to obtain access agreements for potential beach-nourishment locations; coordinating operations with the Barnstable County Dredge Program; and preparing benthic and aquatic habitat (eelgrass and shellfish) evaluations. Additionally, in support of such efforts, BSC's skilled coastal surveyors have performed countless hydrographic surveys that use current GPS based techniques to maximize consistency and accuracy for dredging implementation. Specifically, BSC's preparation of CZM's coastal shoreline mapping database, and understanding of surveying and mapping techniques within marine environments has been utilized on various technically-demanding projects.

Established Relationships with Permitting Agencies

BSC understands how the regulatory process impacts coastal management and dredging projects due to considerable experience with local town governments throughout the Cape. BSC has provided extensive consulting and engineering support to various town agencies, including Harbor Master Departments, Departments of Public Works, Conservation Commissions, and Natural Resource Departments. BSC team members have also worked with federal and state governing agencies on past dredging projects, particularly those on Cape Cod, the Islands, and Southeastern Massachusetts. BSC has successfully prepared documentation for environmental permits for marine and coastal projects in the communities of Barnstable, Boston, Bourne, Dennis, Gloucester, Mashpee, Nantucket, Plymouth, Sandwich, Salem, and Yarmouth.

Cape Cod Office Location with Valuable Local Experience

For the last 30 years BSC has been assisting our Cape Cod clients in protecting and managing their waterways and carefully enhancing their coastal natural resources. With a local West Yarmouth office, our team is well equipped to serve the Town of Wellfleet and understands the special issues associated with work in this region. Notably, BSC recently completed Mashpee's 10-year comprehensive dredge and beach nourishment program.

Our team also recently permitted the maintenance dredging of Millway Marina, which connects to the county completed Barnstable Channel dredge. In addition, we have worked with the Town of Bourne to permit their 10-year comprehensive dredge and beach nourishment permit. This experience has provided valuable insight to permitting requirements unique to Cape Cod. As a local, trusted member of the community, coupled with our convenient West Yarmouth office location, BSC is well positioned to efficiently assist Wellfleet with all dredge program requirements.

Skilled Project Manager to Lead Program Development

BSC has selected Matthew Creighton, PWS, MVP to serve as project manager and ecology manager on this effort. Matt has over 15 years of experience in dredge permitting and preparing land management plans for coastal communities. He is highly familiar with municipal funding opportunities to support improvement projects. In addition to significant experience on dredging projects, he has acted as interim conservation agent for the Town of Marshfield, providing him with insight to the challenges municipalities face. Matt will be supported by a team of experts in the fields of survey, civil engineering, and permitting. BSC's Craig Field, PLS has extensive dredge experience and will be available as an advisor on the project.

Thank you for considering BSC to support the Town of Wellfleet on this project. We would be pleased to meet either in person or virtually to provide additional information about our review approach and qualifications. If you have any questions regarding our submission or would like to schedule an interview, please do not hesitate to contact me.

Sincerely,

BSC Group, Inc.



Jef Fasser, AICP, RLA, LEED AP
Principal-in-Charge
Vice President
617-896-4300
jfasser@bscgroup.com



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Hen Cove Dredge, Bourne MA



Firm Overview

At BSC, we partner with our clients to deliver creative and practical transportation, land development, environmental, and climate-resilient solutions.

Founded in 1965, BSC Group is a multidisciplinary consulting firm with a staff of over 175 professionals and offices in West Yarmouth, Boston, Andover and Worcester, Massachusetts as well as Glastonbury, Connecticut. Clients trust BSC to work with them to expertly guide siting, strategically navigate regulatory processes, and holistically design infrastructure to help achieve their vision.

BSC provides a full range of services to support projects for municipal, state and private clients in the planning, design, and permitting of coastal, land development, transportation and utility projects throughout New England.

Our greatest strength lies in our collaborative approach to projects, involving all members of our multidisciplinary staff as necessary, leading to better and more creative solutions throughout the life of the project. We also encourage the involvement of our clients in every step of the process, resulting in high quality planning and

design that is technologically and environmentally sound, economically feasible, and aesthetically pleasing.

The purpose of our work is to improve the quality of life in and around our communities using our skills and experience to promote balance between the built and natural environment. Proudly employee-owned, our people are the heart of our company. Driven by ideas and focused on our clients, our team today is united in a shared commitment to fulfill the firm's mission:

BSC uses design, engineering, science, and technology to build, support, and connect with our communities. As a trusted advisor, resident, and neighbor, our team is personally invested in every action we take, and we remain focused on diversity, sustainability, and social accountability in the services we provide.



WWW.BSCGROUP.COM

OFFICE LOCATIONS

HEADQUARTERS

Boston, MA

Andover, MA

West Yarmouth, MA

Worcester, MA

Glastonbury, CT

Manchester, NH

Key Contacts

Jef Fasser, AICP, RLA, LEED AP

Principal-In-Charge

617-896-4335

Matthew Creighton, PWS

Project Manager

617-896-4591

For this contract, BSC Group will be operating out of our local office at 349 Main Street/Route 28 West Yarmouth, MA.



BSC's team of engineers and ecologists support the design and permitting of coastal projects, such as dredging, beach nourishment, coastal bank and dune stabilization, piers and marinas.

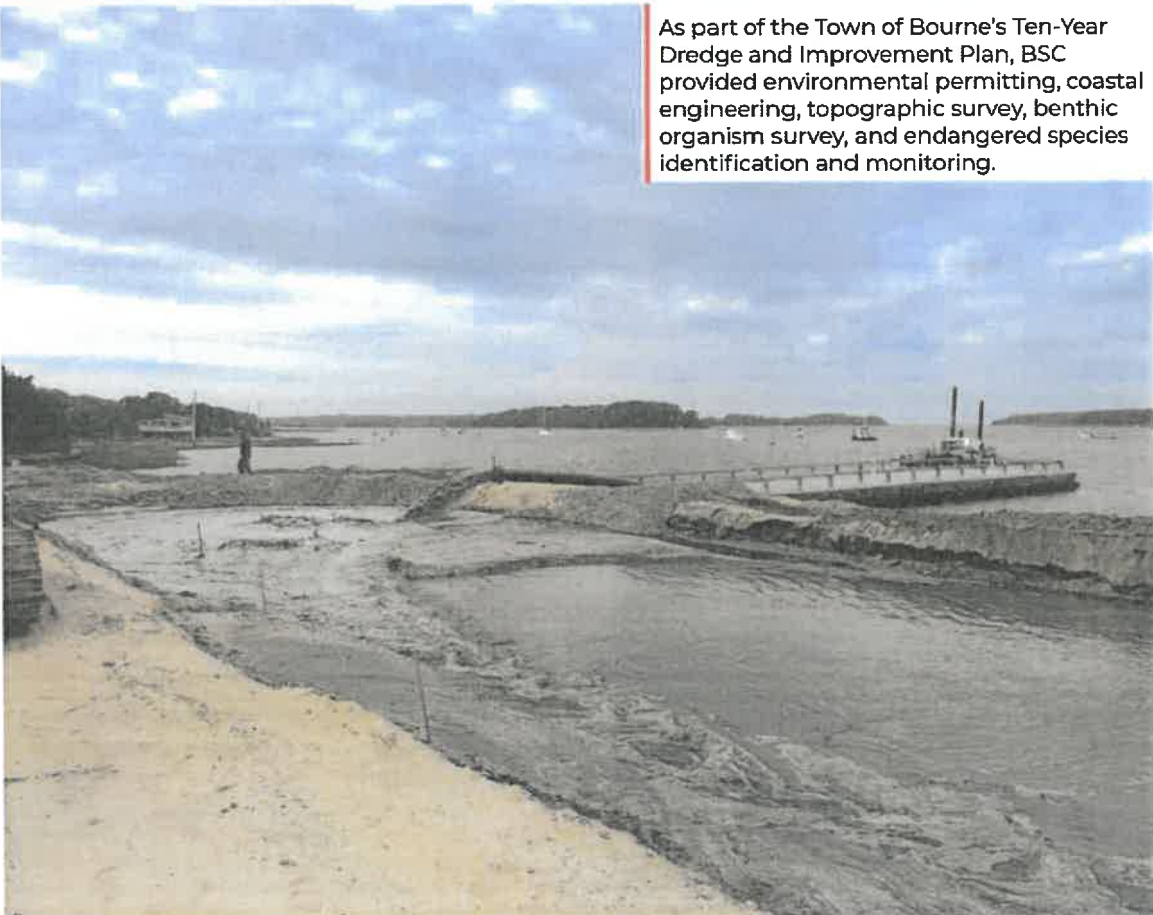
Gained through successful completion of similar projects, BSC understands the major issues affecting coastal dredging projects in Massachusetts. Our experience is based on projects performed in Barnstable, Boston, Bourne, Dennis, Gloucester, Hingham, Mashpee, Martha's Vineyard, Nantucket, New Bedford, Sandwich, Scituate and Yarmouth. BSC's experience is coupled with a track record in hydrographic surveying, coastal engineering, and dredge management including disposal alternatives and environmental permitting and coordination for such projects.

The full services we offer for successful dredging programs include:

- Comprehensive 10-year dredging and beach nourishment planning and permitting
- Environmental permitting at the local, regional, state, and federal levels
- Engineering analysis and design for dredge operations, beach nourishment, coastal stabilization, and dredge disposal
- Hydrographic surveying for pre-dredging and post-dredging survey plans, as well as dredge positioning and supervisory activities
- Shellfish, finfish, benthic organism, eelgrass, and wildlife surveys of coastal areas
- Ecological scientists, including coastal resource area delineations and water quality sediment coring and analysis
- Recertification of federal navigation channels
- Coordination and approvals from special organizations for a determination of historic resource review
- Consensus building and client interaction leading to development of access agreements for beach nourishment on state, municipal, and private property



As part of the Town of Bourne's Ten-Year Dredge and Improvement Plan, BSC provided environmental permitting, coastal engineering, topographic survey, benthic organism survey, and endangered species identification and monitoring.





Pocasset River silt dewatering bags
Bourne, MA

Project Team

BSC Group has assembled a project team of experienced in-house personnel, supplemented by team member specialty staff, to offer an integrated project approach.

Developing a dredging strategy and permitting schedule for the Town of Wellfleet will require interdisciplinary expertise in a variety of design aspects. In support of project manager **Matt Creighton, PWS, MVP, James E. "Jef" Fasser, AICP, RLA, LEED AP** will serve as Principal-In-Charge for contractual purposes.

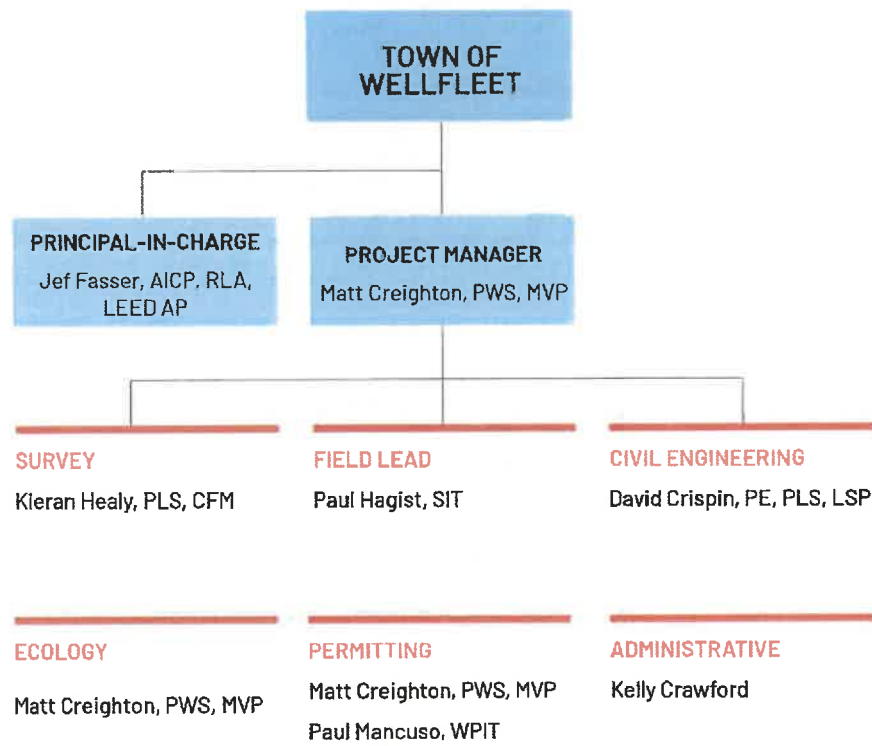
Organized under a strong project manager, our team, graphically displayed in the chart on the next page, includes licensed professionals with extensive experience in their fields.

We have organized our team focused on the services requested in the RFP. Resumes for all staff follow the organization chart.



Pocasset River Dredge, Bourne, MA

Project Team





Matthew Creighton, PWS, MVP

Coastal Scientist
Senior Associate

YEARS OF EXPERIENCE

19

EDUCATION

BS, Environmental
Conservation Minor in Wetland
Ecology
University of New Hampshire

AS, Liberal Arts
Community College
of Rhode Island

REGISTRATIONS

Professional Wetland Scientist
Society of Wetland Scientists

- #2269 (2012)

CERTIFICATIONS

- Wetland Delineation
- OSHA Electrical Safety
- HURRIPLAN
- OSHA Construction
Safety and Health
- 10-hour OSHA Construction
Site Safety
- University of New Hampshire
USACOE Certified Wetlands
Delineator
- Invasive Plant Management,
University of Massachusetts
Extension
- PADI Open Water SCUBA
Diver

MEET MATTHEW

Matthew is the Manager of Ecological Services in BSC's West Yarmouth Office and coastal scientist. He has earned certifications from the University of New Hampshire's U.S. Army Corps of Engineers Wetland Delineator Methods Course, University of New Hampshire's Wetland Delineation Certificate Program, Society of Wetland Scientist (as a Professional Wetland Scientist), and PADI (as an Open Water SCUBA Diver).

PROJECT EXPERIENCE HIGHLIGHTS

Town of Mashpee, 10 Year Comprehensive Dredge Permit, Mashpee, MA Project Manager

Managed research of all historic dredging documents from the Town of Mashpee to compile all the dredge data into once comprehensive dredge permit to include Waquoit Bay and Popponesset Bay. This included sediment sampling and dredge spoil analysis with a coastal resiliency component consisting coastal dune and beach nourishment programs to protect infrastructure from coastal storm surge and sea level rise. The project required working with the Natural Heritage and Endangered Species Program to identify endangered shore bird habitat and develop an endangered species management and monitoring program. Permitting included compiling previously approved Orders of Conditions from the Mashpee Conservation Commission, Natural Heritage and Endangered Species Program determination of no take, a combined MA DEP Chapter 91/Water Quality Combined Permit, a Coastal Zone Management and Cape Cod Commission Federal Consistency Review, US Army Corps of Engineers Individual Permit, MA Historical Review Committee, MA Board of Underwater Archaeological Resources, Wampanoag Tribe of Gay Head Aquinnah, and Wampanoag Tribe of Mashpee.

Town of Bourne Marina Reconfiguration and Dredging Projects, Bourne, MA Project Manager & Staff Scientist

Performed coastal resource area delineations and permitting for maintenance and improvement dredging at Barrlows Landing (6,500 cubic yards), maintenance dredging at Pocasset River (9,120 cubic yards), maintenance and improvement dredging at Little Bay (25,260 cubic yards), maintenance dredging at Hen Cove (26,000 cubic yards) and maintenance and improvement dredging at Phinney's Harbor (27,000 cubic yards) within the existing marina and the area proposed for marina expansion.

Matthew Creighton, PWS, MVP

All projects included dredging, on-site dewatering and using dredge material as coastal beach nourishment or disposal at an off-site licensed facility. Phinney's Harbor permitting included a reconfiguration and expansion of the existing marina to include an additional 9,683 square feet of finger floats and piers, removal and reconfiguration of the existing boat ramp, paved parking area, and Title V septic system upgrade.

Hen Cove permitting included a reconfiguration and expansion of the existing dinghy dock to include 1,828 square feet of additional floats. The projects required coastal resource area delineations, extensive shellfish survey, eelgrass survey, endangered species management, invasive species surveys, hydrographic survey, filing Notices of Intent with MA Department of Environmental Protection (DEP), Division of Marine Fisheries, Town of Bourne Conservation Commission, Town of Bourne Waterways, Town of Bourne Shellfish Warden, Town of Bourne Harbormaster, Natural Heritage and Endangered Species Program, Chapter 91 application with MA DEP Waterways, MA Historic Commission, Water Quality Certificate with MA DEP and General and Individual Permits with the Army Corps of Engineers. The Phinney's Harbor project also included filing an Environmental Notification Form with the Executive Office of Environmental Affairs (MEPA) and Federal Consistency Reviews with MA Coastal Zone Management. Matthew has continued his dredging services with the Town of Bourne and is currently preparing a 10-year comprehensive dredge permit application to lump all Town managed dredge sites into one 10-year permit.

City of New Bedford Palmers Island Management Plan, New Bedford, MA Project Manager

Managed the conducting of coastal resource area delineations of City of New Bedford owned Palmers Island. Management plan identified each resource area, flora and fauna inventories, site access, parking, recreational uses, shellfish population studies, invasive species management and suggested corrective actions and estimated project costs. Suggested actions included an invasive species management, monitoring and removal program as well as trail management, signage, and improved site access. This project also underwent review by City of New Bedford Conservation Commission, MA DEP Wetlands, MA Coastal Zone Management, MA Division of Marine

Fisheries, MA Historical Commission, Wampanoag Tribe of Gay Head Aquinnah, Wampanoag Tribe of Mashpee and Natural Heritage and Endangered Species Program.

Town of Yarmouth Viewing Platform, Coastal Resource Area Delineations, Yarmouth, MA Project Manager

Performed coastal resource area delineations located along a section of the Mill River in Yarmouth. The project consisted of delineation of resource areas including shellfish surveys, eelgrass surveys, coastal bank, land subject to coastal storm flowage and salt marsh delineation. BSC permitted the removal of an existing pier with seasonal ramp and float with the installation of a new pier with viewing platform to be installed into the Mill River. This project was part of an overall site improvement for a Town owned park, which included new parking, native plantings, benches, and the viewing platform. This project was permitted with Town of Yarmouth Waterways Committee, Town of Yarmouth Conservation Commission, MA DEP Wetlands and Waterways, MA Division of Marine Fisheries, MA Historical Commission, MA Board of Underwater Archaeological Resources, Wampanoag Tribe of Gay Head Aquinnah, Wampanoag Tribe of Mashpee, and the US Army Corps of Engineers.

Horseneck Beach Campground, Department of Conservation and Recreation, Westport, MA Coastal Ecologist

Provided ecological services for the planning of a 500-acre, waterfront park within the Town of Westport encompassing 100 existing campsites, as well as associated roads and utilities. Responsibilities included the review and assessment of physical plant conditions, development of an existing conditions report, preparation of a study report for buildings in the area, and the development of preliminary designs to address all structural deficiencies, places for infrastructure/ecological improvement, as well as utility upgrades.



Kieran Healy, PLS, CFM

Survey & CAD Technician
Senior Associate

YEARS OF EXPERIENCE

34

EDUCATION

AS, Construction Technology
and Management
Cape Cod Community College

Coursework, Mechanical
Engineering
Tralee Regional Technical
College

REGISTRATIONS

Professional Land Surveyor

- MA #48135

Licensed Soil Evaluator

- MA #13589 (2012)

CERTIFICATIONS

- 10-Hour OSHA Construction
Safety and Health
- FEMA
- Certified Floodplain Manager
(CFM)

AFFILIATIONS

- Massachusetts Association of
Land Surveyors and Civil
Engineers (MALSCE)

MEET KIERAN

Kieran provides field and office surveying services to support a broad variety of projects. His experience includes deciphering record plans and integrating information with field data, including legal implications and computer programs for land surveying. Kieran is experienced working with the Registry of Deeds throughout Southeastern Massachusetts and in preparing subdivision plans and documentation for Land Court. He is responsible for leading field and office teams for ROW, topographic, property line and construction surveys, utilizing AutoCAD, Softdesk & Carlson Survey for map/plan development.

PROJECT EXPERIENCE HIGHLIGHTS

Bass River Dredging for the Massachusetts Department of Environmental Protection, Dennis and Yarmouth, MA

Office Technician & Calculator

Responsible for surveys and permitting to dredge approximately 3.5 miles of the Bass River. Created contours of channel for dredging, topographic plans of shore and marine structures. Mapped natural resources for inclusion in GIS and provided plans to support Chapter 91 license.

10 Acre Multiple Property Combination, Route 28, Yarmouth, MA

Researcher, Field Surveyor, Office Calculator,
& Presenter

Responsible for research, plan preparation, and combination of multiple lots that were both registered and unregistered parcels in Yarmouth and to represent the client at all Public Meetings.

Jessie's Lane, Yarmouth MA

Permitting Coordinator

Responsible for permitting coordination for the subdivision of a 6-acre parcel in Yarmouth, MA. The project included the preparation of subdivision plans, Conservation, septic and site design plans, and the permitting of dredging and new piers in the Bass River.

Little Pond Sewer Expansion, Falmouth, MA

Survey Manager

Responsible for conducting the right-of-way and utility research along with coordinating and directing the field surveys and the preparation of the existing conditions plans for 100,000 linear feet of roadways associated with the Little Pond Sewer Expansion Project in Falmouth.

Kieran Healy, PLS

24 Acre Perimeter Plan of Land in Harwich for the Compact of Cape Cod Conservation Trusts and The Town Of Harwich, Harwich, MA

Researcher & Office Calculator

Responsible for research and calculations for the preparation of a property line plan for land in Harwich utilizing existing deeds and registered and unregistered abutting property line plans.

4 Lot "Approval Not Required" Subdivision, Dennis, MA

Office Technician, Calculator, & Researcher

Responsible for services in research and calculation to subdivide a 1928 Land Court Parcel into four new lots. Various issues of overlapping lines and road takings and road abandonments resolved.

Boston Edison Pilgrim Nuclear Power Station Intake Channel Maintenance Dredging, Plymouth, MA

Field Surveyor & Calculator

Performed field surveys and office calculations to set survey controls and develop contour plans for bid preparation from dredging contours. Provided support for this \$1 million dredging operation.

Dennis Ancient Cemeteries, Dennis, MA

Researcher & Office Calculator

Provided research and calculations for the Town of Dennis for the preparation of a property line plan on the Mass Coordinate system and the identification of all ancient burial locations with the aid of headstones, footstones & ground penetration radar.

Town of Mashpee Road Taking Plan, Mashpee, MA

Field Surveyor & AutoCAD Technician

Provided survey services for transfer of seven private roads to the Town's control, developed roadway layout. Services ranged from research through field surveys and map preparation.

9 Acre Subdivision Plan, Christopher Lane, Mashpee, MA

Researcher & AutoCAD Technician

Provided research, plans and stakeouts and construction layout for roadway lot and house construction.

NGRID Existing & Proposed Condition, Service Road, Sandwich, MA

Researcher & AutoCAD Technician

Provided research, field surveys, and AutoCAD plan creation for a 2-mile section of the service road in Sandwich. This work was part of a project involving the placement of a new gas line involving numerous subdivisions along the Route.

Access Road Restoration for PA Landers, Hingham, MA

Field Surveyor & AutoCAD Technician

Performed topographic and detail survey to support the restoration of 1,000 feet of George Washington Street, and documented results on AutoCAD plans. Detail included roadway layout, drainage, and overhead utilities.

Lincoln Roadway for the Town of Lincoln, MA Survey & AutoCAD Technician

Provided AutoCAD as-built plans of 2,300 linear-foot roadway reconstruction that outlined roadway right-of-way, overhead electrical lines and underground gas, electrical, cable, water, and sewer lines.



Craig Field, PLS

Land Surveyor
Senior Associate & Director of Operations

YEARS OF EXPERIENCE

39

EDUCATION

BS, Business Administration
University of Rhode Island

REGISTRATIONS

Professional Land Surveyor

- MA #38039
- RI #1928

CERTIFICATIONS

- Certified Soil Evaluator – MA

AFFILIATIONS

- Massachusetts Association of Land Surveyors and Civil Engineers
- Yarmouth Chamber of Commerce
- Cape Cod Chamber of Commerce

MEET CRAIG

Craig has experience in all aspects of surveying, including records research, field observations, office calculations, and plan preparation. Craig has directed all survey, engineering, and environmental permitting aspects of various residential and commercial development projects on Cape Cod and other southeastern Massachusetts communities. Complementing Craig's experience with development projects is a thorough understanding of the particular concerns of Cape Cod residents and permitting officials having provided project management for both residential and commercial properties throughout the Cape.

PROJECT EXPERIENCE HIGHLIGHTS

Feasibility Study for the Barnstable County Dredging Program, Barnstable, MA

Consultant

Prepared feasibility study and report to evaluate technical, economic and management aspects of the County's dredging program. The report analyzed County's and individual Towns' requirements in terms of dredging equipment, employees, and funding opportunities to obtain \$1 million in funding from the state. Worked with County officials to discuss overall needs, met with harbor masters, town engineers, and natural resource managers throughout the Cape to ascertain dredging requirements for specific harbors, inlets and channels. The program, accepted by the County and State, discussed disposal methods and locations; dredge pipeline requirements; Town vs. County responsibilities; dredge positioning; and pay surveys.

Red Brook Harbor Dredging Program for Town of Bourne, MA

Project Manager

Responsible for services in hydrographic surveying, disposal site surveys, ecological science, environmental permitting assistance and engineering. BSC has completed plans and environmental permits to dredge 32,000 cubic yards from the main channel of the Harbor. This is the initial phase of a long-term plan for comprehensive improvements to Red Brook Harbor. Other components include the dredging of: portions of Hospital Cove channel; the South Channel; Hen Cove; the North Channel; and the mooring basin of Red Brook Harbor.

Craig Field, PLS

Pilgrim Nuclear Power Station Intake Channel Maintenance Dredging (formerly Boston Edison), Plymouth, MA

Surveyor & Engineer

Led hydrographic surveys and interpretation to outline parameters for dredging. Participated in contract document preparation for \$1 million project to dredge over 75,000 cubic yards from intake channel. Provided continual monitoring via hydrographic survey of the channel's siltation rate affecting the efficiency of the nuclear power plant.

Yarmouth Beach Nourishment, Yarmouth, MA

Project Manager

Responsible for renourishment of two miles of beaches in the Town utilizing 37,000 cubic yards of material from the Hyannis Harbor Dredging Project. Tasks include field surveys of the existing beach along with adjacent resource areas for use in preparing Chapter 91 plans and beach nourishment design. BSC coordinated with U.S. Army Corps of Engineers to obtain approval to use dredged fills from Hyannis on adjacent Yarmouth beaches. Scope entailed obtaining easement agreements regarding public access and working with local homeowners committee and abutters to garner project support.

Bass River Dredging, Massachusetts Department of Environmental Protection Project, Dennis and Yarmouth, MA

Surveyor

Provided surveys and permitting to dredge approximately 3.5 miles of the Bass River. BSC assembled a survey boat that utilizes state-of-the-art sounding and GPS positioning equipment. The actual channel will be redesigned based on the bathymetric data accumulated during the surveys. Also, all existing marine structures within the survey area were located and depicted on base maps.

Great Lakes Dredge & Dock Company, Oak Brook, IL

Project Superintendent & Project Engineer

Responsible for dredging and beach nourishment projects world-wide. Directed all survey and engineering aspects of dredging operations, including using various sounding and positioning equipment; performing hydrographic surveys/computations; positioning dredges; optimizing production of dredge operations and field personnel; assuring project compliance and quality control with contract plans and specifications; and providing all necessary reports

and correspondence with clients, including extensive work for and with the U.S. Army Corps of Engineers districts throughout the U.S., including districts responsible for projects abroad.

Maintenance Dredging, Morehead City Harbor, North Carolina for the US Army Corps of Engineers

Project Engineer & Quality Control Officer

Responsible for survey and QA/QC, as well as for monitoring contractor's compliance with plans and specifications.

New York and New Jersey Channels North of Shooters Island Dredging Program

Project Engineer & Quality Control Officer

Responsible for maintenance dredging project performed for the US Army Corps of Engineers New York District. Responsibilities included ensuring compliance with contract plans and specifications, quality control inspections of surveys and computations to ensure construction compliance, and necessary reporting to the Corps.

Popponesset Bay and Waquoit Bay Dredging for Town of Mashpee, MA

Survey Coordinator

Managed survey crews for hydrographic and topographic surveys to support environmental permitting, dredge disposal analysis, and construction monitoring for the dredging of 21,000 cubic yards from the entrance of Waquoit and Popponessett Bays to Nantucket Sound and the placement of the dredged material on an adjacent beach to combat erosion.

Various Hydrographic Surveys in U.S. and Territories

Project Engineer & Superintendent

While with Great Lakes Dredge & Dock Company, Craig also provided services for U.S. Army Corps of Engineers' maintenance dredging projects throughout the U.S. and its territories, responsible for hydrographic surveys (before and after dredging), design, field operations, and quality control. Projects were located in: Saginaw, MI; Cleveland, OH; Detroit, MI; Fairport, OH; Huron, OH; Conneant, OH; Ashtabula, OH; Sandusky, OH; Buffalo, NY; Chesapeake Bay, MD; Sandy Hook, NJ; Charleston, SC; Savannah, GA; Brunswick, GA; Jacksonville, FL; Cape Canaveral, FL; Sabine Pass, TX; Mare Island, CA; Eureka, CA; San Francisco, CA; San Juan Harbor, Puerto Rico; Ponce Harbor, Puerto Rico; Mayaguez Harbor, Puerto Rico; Arecibo Harbor, Puerto Rico; Yabucoa Harbor, Puerto Rico; Tampa, FL



G. Paul Hagist, SIT

Senior Survey Specialist
Associate

YEARS OF EXPERIENCE

37

EDUCATION

Associate of Science in Civil
Engineering
Hartford State Technical
College

REGISTRATIONS

SIT (1994)

CERTIFICATIONS

- MALCSE

AFFILIATIONS

- 10-hour OSHA Construction
Site Safety Certified
- OSHA Electrical Safety
Certified

MEET PAUL

Paul provides field and office surveying services to support a broad variety of projects. His experience includes deciphering record plans and integrating information with field data, including legal implications. He is also adept in computer programs for land surveying. Paul is experienced in working with the Registry of Deeds throughout Southeastern Massachusetts and in preparing subdivision plans and documentation for Land Court.

He is responsible for leading field and office teams for hydrographic, topographic, property line and construction surveys, utilizing AutoCAD Land Desktop for map/plan development.

PROJECT EXPERIENCE HIGHLIGHTS

Bass River Dredging for the Massachusetts Department of Environmental Protection, Dennis and Yarmouth, MA

Project Surveyor

Responsible for surveys and permitting to dredge approximately 3.5 miles of the Bass River. Created contours of channel for dredging, and topographic plans of shore and marine structures. Mapped natural resources for inclusion in GIS and provided plans to support Chapter 91 license.

Red Brook Harbor Dredging Program for Town of Bourne, MA

Project Surveyor

Responsible for services in hydrographic surveying and engineering to complete contour plans, natural resource mapping, and assistance in environmental permitting (Chapter 91 license application and Corps of Engineers wetlands and dredging permits) to dredge 32,000 cubic yards from the main channel of the Harbor. Also downloaded data collected in the field using advanced computer equipment and programs to create contours and prepare volume calculations.

Boston Edison Pilgrim Nuclear Power Station Intake Channel Maintenance Dredging, Plymouth, MA

Project Surveyor

Provided survey services to support \$1 million dredging operation, performed field surveys and office calculations to set survey controls and develop contour plans for bid preparation from dredging contours.

G. Paul Hagist, SIT

Surveying and Mapping for Proposed New England Power Underground Electric Transmission and Communication Lines, Dorchester and Quincy, MA

Project Surveyor

Responsible for surveying and existing conditions plans to support installation of underground transmission and communication lines.

Underground/underwater transmission lines will be constructed along a 3.3-mile route along a portion of the Southeast Expressway, including areas immediately adjacent to the MBTA Red Line.

Popponesset Bay and Waquoit Bay Dredging for Town of Mashpee, MA

Project Surveyor

Responsible for hydrographic and topographic surveys to support environmental permitting, dredge disposal analysis, and construction monitoring for the dredging of 21,000 cubic yards from the entrance of Waquoit and Popponesset Bays to Nantucket Sound, and 5,000 cubic yards of material from the bays' channels. Provide channel layout contours, topographic map of disposal areas and pre-dredge contour plans.

Yarmouth Beach Nourishment for Town of Yarmouth, West Yarmouth, MA

Survey & CADD Technician

Provided survey services for project to nourish two miles of beaches using 37,000 cubic yards of material from the Hyannis Harbor Dredging Project. Provided topographic mapping for construction plans and to support Chapter 91 licensing and U.S. Corps of Engineers permit requirements.

Dock Permitting along North River for Trustees of Reservations, Norwell, MA

Survey & CADD Technician

Responsible for topographic and hydrographic surveys and plan preparation of area in vicinity to existing Trustees of Reservations' boat house, as well as regulatory assistance to obtain Chapter 91 license for boathouse, deck, and stone wall.

Town of Mashpee Road Taking Plan, Mashpee, MA

Field Surveyor & AutoCAD Technician

Provided survey services for transfer of seven private roads to the Town's control, developed roadway layout. Services ranged from research through field surveys and map preparation.

Keyspan, Union Street/Station Avenue Gas Line Installation, Yarmouth, MA

Project Surveyor

Responsible for facilitating the installation of a five-mile gas main. Services included conducting an existing conditions survey and preparing existing conditions plans, as well as incorporating marked locations of gas lines from KeySpan on the plans. Construction staking of the new gas main was also provided. Tasks also included Right of Way research, delineation of nine wetland areas adjacent to the work areas, and preparation and submittal of a Request for Determination of Applicability (RDA) filing with the Yarmouth Conservation Commission. Paul also attended the Conservation Commission meeting on KeySpan's behalf and received a favorable decision.

NSTAR Electric, West Pond Substation to South Pond Substation, Right of Way Retracement – Circuit 13, Plymouth, MA

Project Surveyor

Responsible for assisting with utility pole upgrade project, included working closely with NSTAR's ROW agents and transmission engineers to perform an easement retracement and existing conditions survey of approximately three miles of an existing transmission pole line in Plymouth, MA. Also provided layout assistance during the construction phase of this project.



David Crispin, PE, PLS, LSP

Civil Engineer
Senior Associate

YEARS OF EXPERIENCE

46

EDUCATION

MS, Civil Engineering
Northeastern University

BS, Civil Engineering
Northeastern University

REGISTRATIONS

Professional Engineer

- MA, #32112, (1985)
- NY, #085731, (2010)

Professional Land Surveyor

- MA, #31306, (1983)

Licensed Site Professional

- MA, #9778, (1993)

Approved Title 5 System
Inspector

- MA, #S14796, (2005)

AFFILIATIONS

- Massachusetts Association of Land Surveyors and Civil Engineers
- Massachusetts Cemetery Association
- Connecticut Cemetery Association
- New England Cemetery Association
- Association of Grave Stone Studies]

MEET DAVID

David offers professional experience as a civil engineer, land surveyor, and licensed site professional. His broad engineering and land surveying background enables him to develop innovative designs that are sensitive to the terrain and natural features of specific cemetery sites, including religious, historic, municipal, and private cemeteries. David is thoroughly familiar with various state and local regulations pertaining to permitting, design, and construction, having prepared permit documentation and plans for projects in environmentally sensitive or protected areas. David's career covers numerous projects involving public participation, environmental review, and community relations programs. Particular highlights of professional focus include:

- 45 years of work for site development projects; sanitary landfill operation and closure procedures; wastewater treatment and water supply systems; cemetery design permitting and operations experience.
- Extensive experience filing permits with federal, state, and local authorities. Has performed construction observation for contractors' compliance with design and specifications.
- Thoroughly familiar with state and local regulations pertaining to permitting, design, and construction.
- Develops innovative designs that are sensitive to site terrain and natural features.

PROJECT EXPERIENCE HIGHLIGHTS

Monument Beach, Buttermilk Bay and Hens Cove 10-Year Dredge and Improvement Plan Bourne, MA

Project Civil Engineer

Responsible for design of municipal boat ramp, dinghy dock, dredge plan (including sediment chemical analysis), dredge dewatering plan, dock and pier extension, and wave attenuating bottom anchored floats as part of a 10-year dredge plan. Boat ramp has been bid and is about to be constructed.

Mill Wharf Redevelopment, Scituate MA

Project Manager & Project Engineer

Responsible for multiple projects for First Parish Corp including Conservation Commission Orders and Chapter 91 licenses for dredge plan, marina plan, 42-unit condominium with commercial and residential uses, additional pile installation, coastal public access, revetment design, and stabilization of pile supported deck used as patio for part of restaurant.

David Crispin, PE, PLS, LSP

Hingham Shipyard, Hingham, MA

Project Engineer & Project Surveyor

Provided supervision of the land survey activities for the 40-acre project of mixed use development and the preparation of a beneficial use determination to utilize contaminated dredge spoil in conjunction with 1000's of cubic yards of reclaimed bituminous concrete for roadway and parking base.

Boston Edison Intake Channel, Plymouth, MA

Project Manager

Led federal, state, and local permit documentation and regulatory liaison services for a one million dredging project. Coordinated soundings, hydrographic survey, sediment sampling/analysis, final design, and construction services to dredge 40,000 cubic yards of the intake channel.

New Seabury Beach Nourishment Program, Mashpee, MA

Project Manager

Responsible for establishment of initial criteria, annual surveying, and construction supervision for beach nourishment along 1.8 miles of New Seabury beaches. Each year, up to 50,000 cubic yards of compatible beach nourishment sands are placed along the beaches in response to coastal storm impacts, and to mitigate impacts from the armoring of coastal banks. Annual services include bathymetric surveys and soundings and hydrographic profiles along a two-mile area (six feet below mean water) to monitor New Seabury's revetments and outline specific requirements for the beach nourishment program. Additional services included grain size analyses of sand and silt to determine erodability and overall compatibility for use on beaches. All services are documented in annual reports to the Mashpee Conservation Commission.



Paul

Mancuso, WPIT

Wetland Scientist

YEARS OF EXPERIENCE

8

EDUCATION

MS, Marine Science and
Technology: Estuarine and
Ocean Sciences
University of Massachusetts
Dartmouth

BS, Marine Science
Eckerd College

CERTIFICATIONS

- OSHA 10-hour and 30-hour
- HAZPOWER 40-hour
- Advanced & Scientific SCUBA

MEET PAUL

Paul contributes to BSC's ecological team as a wetland scientist. He offers a broad base of knowledge in coastal ecology, having worked on a variety of projects during his studies, including field and lab work for UMass Dartmouth's Coastal Systems program and field work involving lobster and scallop studies for the Marine Fisheries Field Research Group.

Paul dedicated his academic career to the study of marine ecology, including a M.S. in marine science and technology with an emphasis on estuarine and ocean science from UMass Dartmouth, as well as a B.S. in marine science (biology focus) from Eckerd College in St. Petersburg, FL. His studies have taken him far afield, involving work with injured wildlife in Virginia, invasive species removal in Tampa Bay, FL, and coral and turtle studies in the Seychelles.

At BSC, Paul contributes to a variety of coastal and inland projects, conducting resource area delineations, algae surveys, shellfish surveys, beach profiling, salt marsh restoration monitoring, eelgrass surveys, and construction monitoring. He has also been involved with permitting various projects to include work in flood zones, resiliency projects, dredging, and coastal infrastructure, as well as residential and commercial projects.

PROJECT EXPERIENCE HIGHLIGHTS

Department of Conservation and Recreation's Horseneck Beach Campground Improvements, Westport, MA

Wetland Scientist

Provided support for BSC Group's work designing improvements to DCR's Horseneck Beach Campground. Paul was responsible for delineating freshwater wetlands between the campground and Route 88 as well as for the review of the NOI and MESA permit applications.

National Grid, Mid-Cape Main Replacement Project, Towns of Yarmouth, Dennis, Harwich, and Brewster, MA

Wetland Scientist

Provided weekly Inspection observations and compliance concerns for the installation of 16.5 miles of a 200-psig replacement main across the Mid-Cape for National Grid. Most of the work is occurring within or in close proximity to paved areas. The project is located within buffer zones to wetland resource areas as well as federal- and state-listed rare species habitat. Paul has been responsible for tracking action items/corrective actions.

Paul Mancuso, WPIT

Bass River Realty, Yarmouth Village Center, Yarmouth, MA Wetland Scientist

Provided support of BSC's work that included wetland resource area delineation, a topographic survey, and an update to the Existing Conditions Plan for the Yarmouth Village Center, a proposed mixed-use development located on Route 28 in South Yarmouth, Massachusetts. Paul was responsible for delineating the edges of Massachusetts and federal wetlands on the properties. He defined the type of resource areas on site and determined what kind of wetland resource areas will impact the site and thus cause potential development constraints.

MassDOT, Lagoon Pond Bridge Eelgrass & Salt Marsh Survey, Martha's Vineyard, MA Wetland Scientist

Provided wetland science support for the permitting and replacement of the bridge crossing the entrance to Lagoon Pond on Martha's Vineyard. To offset the possible loss of an eelgrass bed and salt marsh area with the altering of hydrodynamics and sediment transport due to the project, BSC worked to plant a salt marsh on the pond side of the bridge. Paul is involved with the annual eelgrass survey, conducted to determine the extent, growth, or decay of the eelgrass beds adjacent to the bridge, as well as to monitor the progress of the planted salt marsh.

Ten-Year Comprehensive Dredge Permit, Bourne, MA Wetland Scientist

Provided scientific support for a 10-year comprehensive dredging permit within the Town of Bourne. The site had been previously dredged within the past two decades of the new permitting process. Sites included in the dredge are Red Brook Harbor, Buttermilk Bay, Grey Gables, Phinney's Harbor, Monument Beach Marina, Hen Cove, Pocasset River, Barlow's Landing, Little Bay, and Cohasset Narrows. Paul is responsible for compiling all relevant historical information and past permits related to all dredging and beach nourishment sites. This information is being used to obtain a single comprehensive permit from local, state, and federal agencies to license and permit maintenance dredging with beach nourishment and/or upland disposal at each of the above sites.

National Grid, Alnylam Pharmaceuticals Electric Project, Norton, MA

Project Manager & Wetland Scientist

Responsible for managing the 8L2 distribution line upgrade project designed to support a new Alnylam Pharmaceuticals building. The project included environmental permitting and compliance inspections and reports throughout the construction phase. Additional responsibilities included client coordination and working with contractors to fix compliance issues.

National Grid, 8L2/8L4 Feeder Tie, Norton, MA Project Manager & Wetland Scientist

Provided support and management for the distribution line upgrades for the 8L2/8L4 lines as well connecting the two distribution lines via horizontal directional drilling below the Goose Branch River. Paul was responsible for coordinating with the client, Norton Conservation Commission, and multiple contractors in order to permit the project and to complete the project in compliance with environmental regulations.

National Grid, Bluewave 12MV DG Project, Fall River and Westport, MA

Wetland Scientist

Provided support for the reconducting and pole replacement activities along Sanford Rd., Old Bedford Rd., Frontage St., and Adirondack Ln. in Fall River and Westport, MA. Paul is responsible for permitting, wetland delineations, GIS mapping, and environmental inspections. Paul's role in the project has been to document existing conditions, bi-weekly inspection observations, compliance concerns, and tracking action items/corrective actions.

National Grid, 315 Transmission Line Refurbishment Project, MA and RI Wetland Scientist

Responsible for environmental permitting, wetland delineations, client/contractor coordination, and compliance inspections for the 315-transmission line refurbishment. Paul has helped plan, permit, coordinate, and inspect the work done for this large-scale project. The project spans from Bellingham, MA to Somerset, MA and extends west to Cumberland, RI.

Project Experience

Representative Projects Demonstrate Our Qualifications

BSC is well suited to assist the Town of Wellfleet in providing engineering drawings and permit applications for clean sand dredging/beach nourishment. This section includes descriptions of relevant projects that display BSC's capabilities. Key to our qualifications is our extensive experience in managing dredge projects, obtaining required permits and working with local, state and federal agencies. Representative projects include:

- **Popponesset Creek Dredging and Beach Nourishment**
Mashpee, MA
- **Barlow's Landing, Little Bay Channel, and Pocasset River Dredging**
Bourne, MA
- **Dredge Disposal and Beach Nourishment Program**
Bourne, MA
- **Ten-Year Comprehensive Dredge Permit and Beach Nourishment Program**
Mashpee, MA
- **Millway Marina Dredge Permitting**
Barnstable, MA

BSC Group Advantages

- Experienced in Supporting Comprehensive Dredging Efforts
- Established and Productive Relationships with Permitting Agencies
- State-of-the-Art Surveying for Coastal and Marine Environments
- Effective Programs Designed to Meet Community Needs and Achieve Economic and Environmental Goals
- Experience Securing and Administering Grant Funding



POPPONESSET CREEK DREDGING AND BEACH NOURISHMENT

MASHPEE, MA

CLIENT

Save Popponneset Bay Inc.
Town of Mashpee

SERVICES

Environmental Permitting Management
Oversight of Dredging Maintenance Program
Hydrographic Survey
Shellfish Surveys
Coastal Storm Impact Analysis Emergency Dredging Response
Barrier Beach Master Planning
Endangered Species Inventory and Shorebird Habitat Monitoring

Working for Save Popponneset Bay, Inc., BSC Group permitted and oversaw the maintenance dredging of approximately 2,500 cubic yards of dredge material from the Popponneset Creek located in Mashpee, Massachusetts. The dredge material was used as beach nourishment on the Popponneset Spit Beach, also located in Mashpee. This project was conducted under a Department of Environmental Protection Emergency Certificate because existing conditions at the Popponneset Creek created dangerous boating conditions for the spring and summer seasons.

The purpose of the project was primarily in the interest of public safety, focusing on boating safety by deepening a dangerous, shallow existing channel. In addition, a 35-foot-wide stretch of beach along the seaward facing shore of the Popponneset Spit, approximately 1,000 feet long, was nourished with dredge spoils consisting of clean sand.

BSC Group continues to work with the U.S. Army Corps of Engineers (U.S. ACOE) and the Town of Mashpee Harbormaster, providing advice for future dredging operations required at Popponneset Creek and in the development of Popponneset Spit Barrier Beach Management Plan including American Beachgrass plantings, piping plover protection, beach nourishment, signage, shellfish resources, and public access issues and protection of public trust rights and Indian burial sites.



**BARLOW'S LANDING, LITTLE BAY CHANNEL,
AND POCASSET RIVER DREDGING**
BOURNE, MA

CLIENT

Town of Bourne

SERVICES

Engineering Design

Environmental
Permitting

Surveying

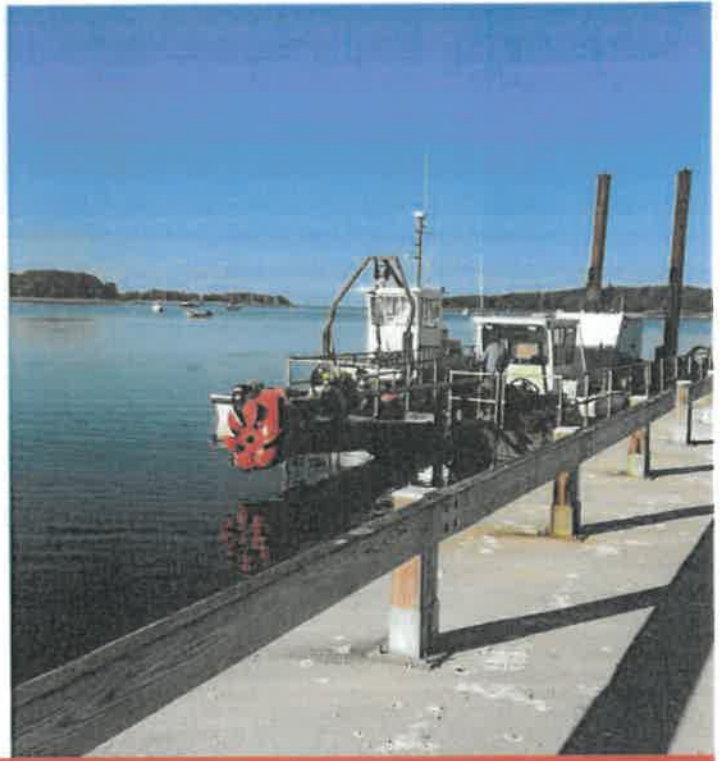
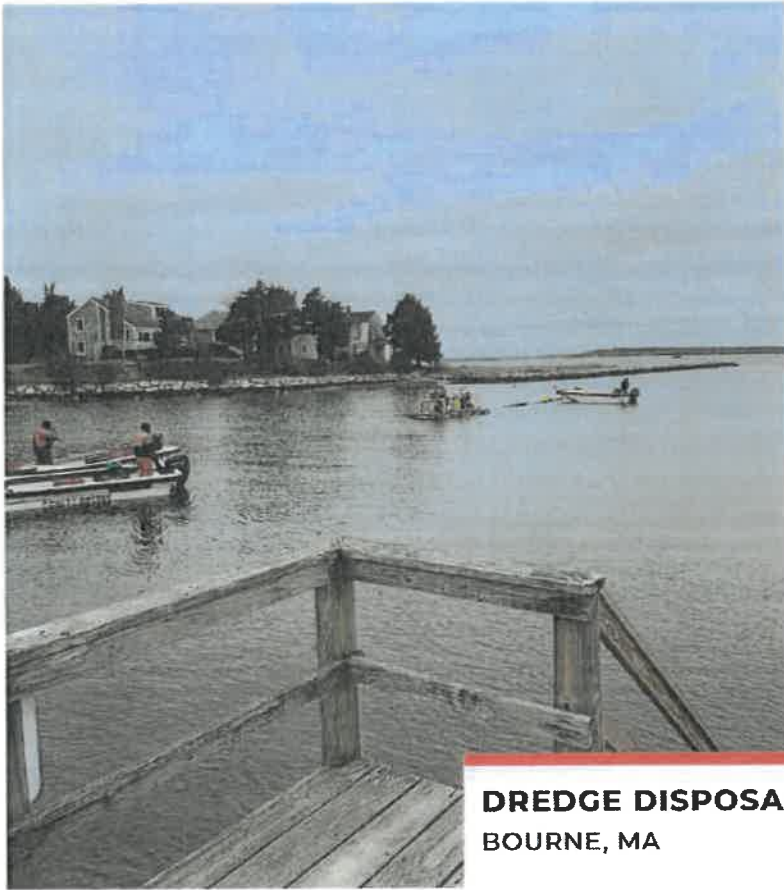
Sediment Sampling

Dewatering Basin
Monitoring

BSC provided survey, engineering, and environmental permitting services relative to the dredging and beach nourishment activities at Barlow's Landing, Pocasset River, and Little Bay Channel. Under this contract BSC provided the maintenance and improvement dredging of the Little Bay Channel; the maintenance dredging of Barlows Landing Channel; improvement dredging of Barlows Landing Marina; and maintenance dredging of Pocasset River in the Town of Bourne. For these projects, BSC obtained permits from local, state, and federal licensing agencies to license, permit, or authorize dredging the above captioned areas. Survey and site plans included the Town of Bourne owned groins, seawalls, beaches, dredge disposal areas, and parking areas.

In support of such dredging activities, BSC conducted bathymetric surveys to verify dredge depths of the channels and boat ramps and accurately located the red and green channel markers. These surveys confirmed and verified the location of eelgrass beds as well as commercial and recreational shellfish areas. Sediment sampling was also provided by BSC, in which marine sediment boring plans were prepared indicating proposed locations, numbers of samples, and criteria for sampling for USACOE and for the Department of Water Pollution Control Water Quality Certification.

As part of this contract, BSC was also tasked with providing engineering design services for the installation of a new dinghy dock at Barlow's Landing boat ramp. For this additional task assignment, BSC's services included existing and proposed conditions site plans, historical permit review, and the submittal of permit documents.



DREDGE DISPOSAL AND BEACH NOURISHMENT PROGRAM BOURNE, MA

CLIENT

Town of Bourne

SERVICES

Surveying

Environmental
Permitting

Engineering

Stormwater
Management

Compliance Monitoring

Groundwater Profiling

Beneficial Use
Determinations

Disposal Alternatives

Eelgrass-Shellfish
Surveys

For several years, BSC has led the dredging and beach nourishment programs for several sites throughout the Town of Bourne. These projects include the Red Brook Harbor, Buttermilk Bay, and Gray Gables, Hen Cove, Barlows Landing, Pocasset River, Little Bay, and Monument Beach. A brief overview of some of these projects is as follows:

Red Brook Harbor Dredging Program (40,000 cubic yards).

BSC performed hydrographic surveying, disposal site surveys, and ecological science evaluations, and has provided environmental permitting assistance and engineering. BSC has completed plans and environmental permits to dredge from the main channel of the harbor. This is the initial phase of a long-term plan for comprehensive improvements to Red Brook Harbor. Other components include the dredging of portions of Hospital Cove channel, the South Channel, Hen Cove, the North Channel, and the mooring basin of Red Brook Harbor.

Buttermilk Bay Dredging Program (20,000 cubic yds). BSC has completed hydrographic surveying, disposal site surveys, and ecological science evaluations, and has provided environmental permitting assistance and engineering. To define Bourne's project limits, the effort also entailed performing a detailed records search dating back to the 1800s to establish the county line within the bay. This project has been dredged with the excess 16,000 cubic yards being used as beach nourishment and upland fill.

Gray Gables Dredging Program (15,000 cubic yds). Like Red Brook and Buttermilk Bay, BSC has completed hydrographic surveying, disposal site surveys, and ecological science evaluation, and has provided environmental permitting assistance and engineering. Gray Gables is a unique site in that it abuts the westerly entrance to the Cape Cod Canal. Throughout the dredging program, BSC evaluated and implemented mitigation measures for the protection and preservation of the eelgrass beds. Evaluation of stormwater management and design of an infiltration system to prevent stormwater from entering the Gray Gables Harbor was also completed.

Beach Nourishment Program. Dredge materials from all Town dredge projects were tested for compatibility with local beaches and either used as beach nourishment to enhance and repair beaches when compatible. Depending on the quality of the dredged materials, reuse options also included daily cover at the town landfill or as upland fill.



TEN-YEAR COMPREHENSIVE DREDGE PERMIT AND BEACH NOURISHMENT PROGRAM

MASHPEE, MA

CLIENT

Town of Mashpee

SERVICES

Coastal Permitting
Dredge Engineering
Beach Nourishment
Permitting
Coastal Resiliency
Planning
Living Shorelines

BSC Group recently completed the Town of Mashpee's 10-year comprehensive dredge and beach nourishment program. The purpose of the 10-year permit is to bring all of the town's dredging and disposal activities under one comprehensive permit giving the Town of Mashpee the flexibility needed to dredge and nourish the highest priority areas and allow for effective and efficient use of town resources. This program involves the establishment of Living Shorelines to increase dune stabilization and improve ecological habitat value of the Mashpee shoreline. The proposed project includes dredging of four waterway sites and disposal of dredge material at four beach nourishment sites in the Town of Mashpee.

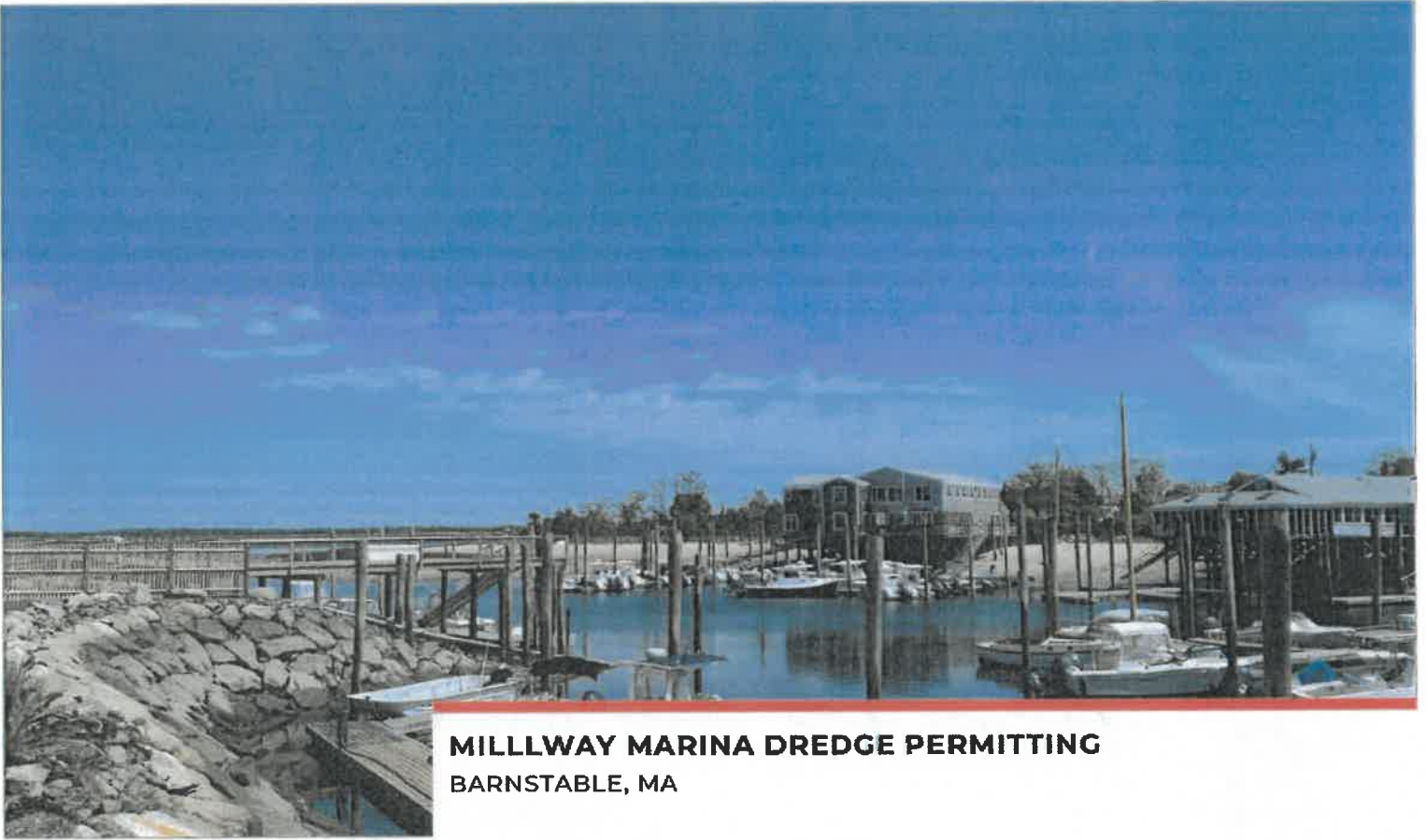
BSC has filed applications with the Massachusetts Department of Environmental Protection Wetlands and Waterways for a combined Chapter 91 and Water Quality Certification permit, Massachusetts Executive Office of Energy and Environmental Affairs for a Jurisdictional Review, Federal Consistency Review from Massachusetts Coastal Zone Management and Cape Cod Commission, State and Federal Endangered Species Reviews, U.S. Army Corps of Engineers, New England District, for an Individual Permit, and historical reviews from the Mashpee Wampanoag Tribe, Wampanoag Tribe of Gay Head Aquinnah, Massachusetts Historical Commission and Massachusetts Board of Underwater Archeological Resources to conduct work in waters of the U.S. in conjunction with dredging and disposing of dredge material as beach nourishment in the Town of Mashpee.

All of the proposed dredge sites have been previously permitted and are, therefore, maintenance dredging sites. Specifics are to dredge a total of 31,150 cubic yards (cy) from Waquoit Bay, Popponesset Bay 1, Popponesset Bay 2 and Popponesset Bay 3:

- The old 1916 Channel in the middle of Popponesset Bay from which 12,400 cy will be removed
- Inner Popponesset Bay Channel from which 5,800 cy will be removed
- The Approach Channel in Nantucket Sound from which 9,950 cy will be removed
- Waquoit Bay Channel from which 3,000 cy will be removed

The dredging portion will impact approximately nine acres and the beach nourishment portion will impact approximately 0.5 acre of coastal beach. The four disposal sites are all beach nourishment sites and all but one have been previously permitted by permitting authorities. A total of 27,700 cy of beach nourishment are proposed for:

- Wills Work Road Beach – 3,000 cy of nourishment
- Popponesset Spit 1 – 18,200 cy of nourishment
- South Cape Beach – 3,500 cy of nourishment
- Dead Neck Beach – 3,000 cy of nourishment



MILLWAY MARINA DREDGE PERMITTING

BARNSTABLE, MA

CLIENT

Millway Realty Trust

SERVICES

Bathymetric surveys

Sediment Sampling
and Testing

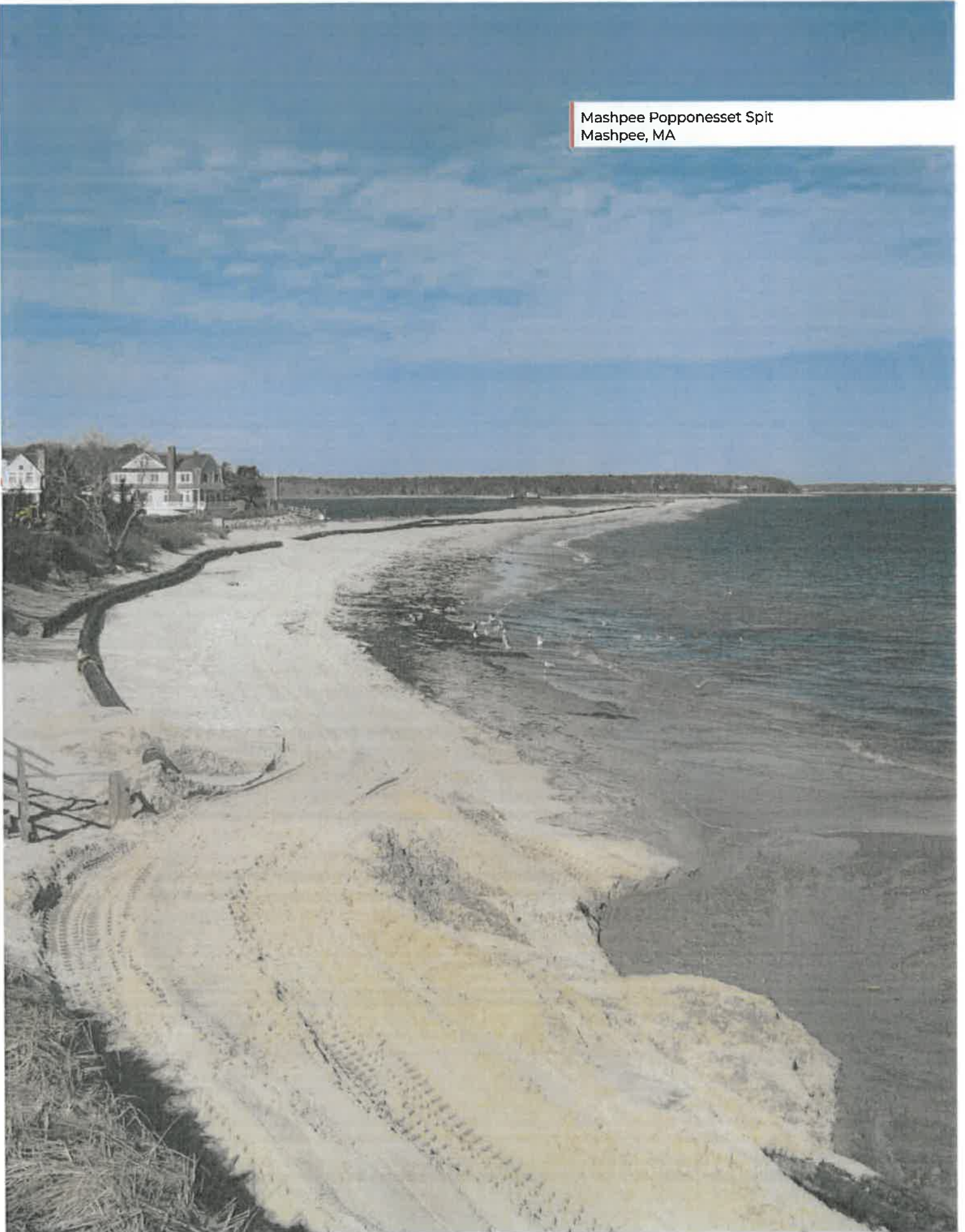
Permitting

BSC provided environmental permitting, survey and engineering services as part of the Millway Marina maintenance dredging project.

BSC performed an existing conditions site survey, including a bathymetric survey to determine water depths and to calculate dredge volumes. In order to fulfill Division of Marine Fisheries and National Marine Fisheries requirements, shellfish surveys were also carried out within the dredge footprint. Following creation of the existing condition plans, our team conducted sediment testing to determine if dredge material could be used as nourishment for the adjacent beach. After tests determined that the materials were not suitable for beach nourishment, spoils were taken upland for disposal.

As part of the permitting process, BSC filed applications for a Chapter 91 permit, Water Quality Certification, and Army Corps of Engineers permits. BSC also prepared and filed a Notice of Intent with the Barnstable Conservation Commission to conduct dredging within the marina. Meetings were held with the Town of Barnstable Department of Public Works to coordinate overlapping dredge areas, and all permit applications were shared with the Town.

Mashpee Popponeset Spit
Mashpee, MA



Pocasset River Dredge with silt dewatering bags and flocculant separation



Statement of Project Understanding

BSC understands that the Town of Wellfleet is taking steps to dredge the entrance channel into Wellfleet Harbor.

The current entrance channel is shoaling in and as such the Town would like to take action to ensure safe navigation access into and out of the harbor. During BSC's research we found, according to the US Army Corps of Engineers, "Wellfleet Harbor dredging began in 1899, consisting of a channel 4 feet deep extending from deep water to the Town wharves at Duck Creek. In 1916, the state dredged the channel to a depth of 6 feet. In 1958, the Corps completed modifications to Wellfleet Harbor including dredging an 0.8 mile long channel, 10 feet deep and 125 feet wide, extending from a 'deep hole' in the middle of the harbor to the Wellfleet Town landing; and a 10 foot deep anchorage area, 500 feet long and 800 feet wide, adjacent to the Town wharf." It has been long understood at the local, State and Federal level of how important access is to Wellfleet Harbor.

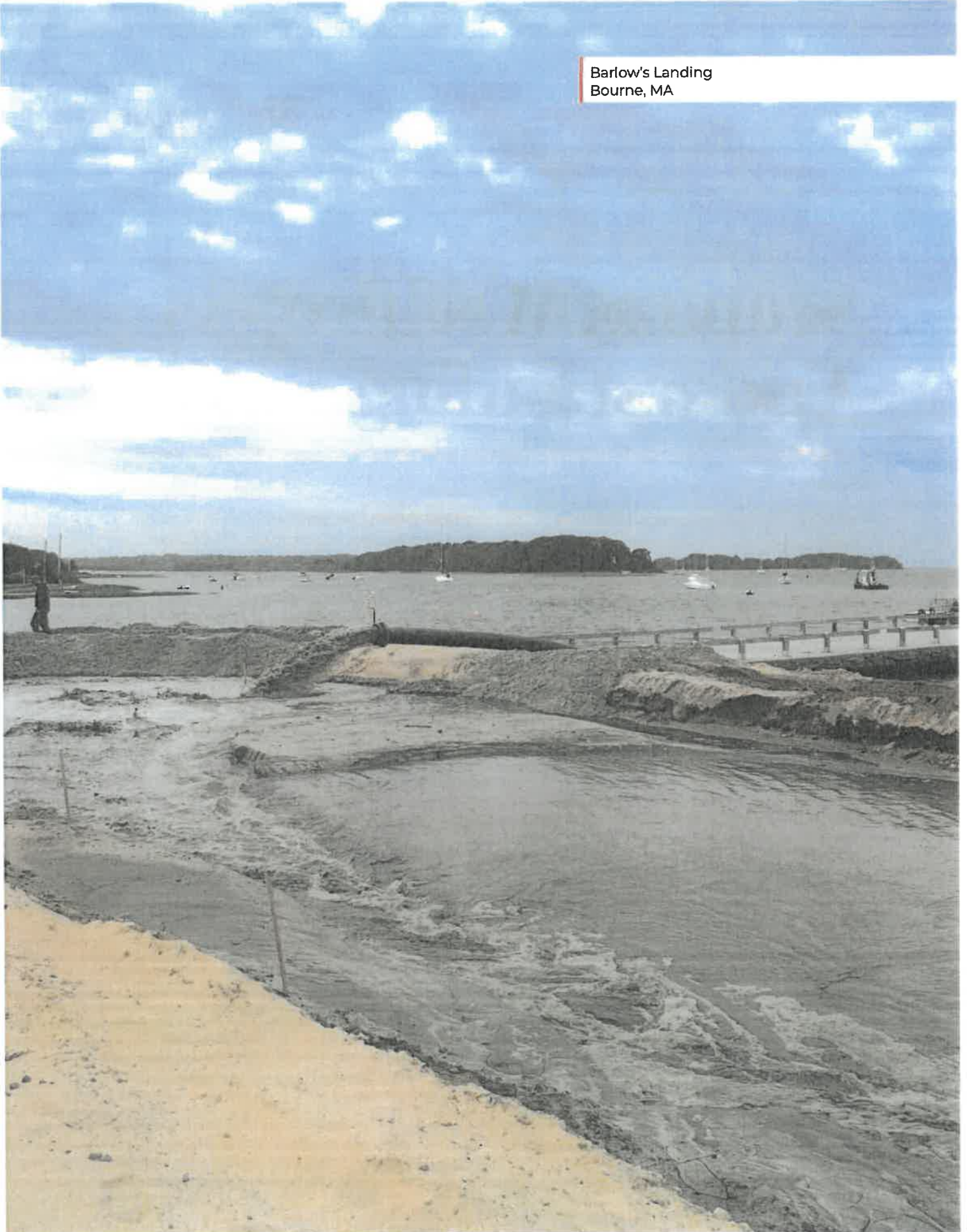
The town's current plan will improve the existing access channel while utilizing the dredge material as beach nourishment on nearby Indian Neck Beach. BSC understands the importance of this

project in both maintaining the dredge footprint for safe navigation as well as providing beach nourishment sand to Indian Neck beach.

To meet the goals of the Town, BSC would look to utilize prior dredge plans and approvals and proceed with this project as a maintenance dredging project. This will allow for a more efficient way forward versus improvement dredging or a new dredging project. This means BSC would utilize the same dredge footprint and depths previously permitted to reduce the overall amount of permitting expected, reduce the overall amount of time needed for permits, thus reducing the overall cost to the Town. Assuming the full dredge footprint proposed is considered maintenance dredging, BSC will avoid the need for a MEPA application.

This navigation access will not only maintain the existing extensive recreational and commercial fishing and boating opportunities in Wellfleet Harbor, but also has the potential to improve water quality from tidal flushing, which is needed for Oyster cultivation and harvest - something Wellfleet has been known for all throughout history. Overall BSC has the team to meet your needs for this dredging and beach nourishment project.

Barlow's Landing
Bourne, MA



Scope of Work/ Approach

To meet the needs for this project, BSC is prepared to provide the scope of work as outlined in your RFP and three addendums. We have expanded upon that scope to clearly explain the services we will provide for this project.

Task 1: Data collection, Survey, Existing Conditions Plan

BSC shall schedule, organize, and attend a Project Kick-Off meeting with key town stakeholders. We will confirm the work area along with potential beach nourishment sites at the kick-off meeting. We also request that key stakeholders attend this meeting, such as DPW staff, Conservation Agent, Planner, a member of the Wellfleet Dredging Taskforce, and another other stakeholders the Town feels should be present.

Some specific discussion items include:

- Exact location of the proposed area to be dredged and/or surveyed
- Location of potential beach nourishment sites to include dewatering areas
- Access locations for boat launch and beach survey
- Furnish and review copies of any old permits and permit plans for maintenance dredging

1.1 PERFORM SITE VISIT

As mentioned in BSC's Statement of Project Understanding, BSC will conduct a project kickoff site visit with all stakeholders to ensure the project begins smoothly and all work areas are identified. This will also be a great time for questions/concerns/comments regarding the project timeline, budget and/or commitments.

1.2 SITE SURVEY

BSC shall perform research and obtain the latest records and property information from the town, and/or Registry of Deeds to establish property ownership, site access, and historic dredge footprints. BSC assumes the limits of the project are within land owned by the town and/or the Commonwealth of Massachusetts.

In the absence of accurate record plans, BSC will expand its search to MassDEP Waterways and Water Quality Certification Divisions as well as the Corps of Engineers to try and obtain any/all record plans demarcating historic dredge channels, nourishment sites, and/or dewatering basins. This information is critical to determine whether the project can be permitted as a maintenance dredge project. Maintenance dredging typically falls under the MEPA exemption for maintenance and would not require a MEPA review.

BSC shall perform a GPS survey at the site to establish horizontal and vertical control points. Horizontal datum shall be based upon the North American Datum of 1983 (NAD 83) and vertical datum shall be referenced to the North American Vertical Datum of 1988 (NAVD 88). This will be required for Site Plans.

BSC shall perform an instrument survey of the sites establishing a survey control framework that will include the location of existing monumentation and other visible evidence of occupation.

BSC shall perform a topographical survey of the beach within the limits of the nourishment area and/or proposed dewatering area.

BSC shall perform a hydrographic (in-water) survey of the proposed dredge area to determine the exact channel location and slope from the Federal Navigation Channel to the existing jetty, volume of material needing to be dredged and location of areas needing dredging.

BSC shall perform office computations of all field-measured data. The field data will be reduced, adjusted, and plotted on the plans.

1.3 EXISTING CONDITIONS PLAN

BSC shall prepare existing conditions and proposed conditions survey plans at a scale of 1" = 20'. Contours will be shown at a one-foot contour interval. Once the Town has approved the proposed dredge depth, size, location, and volume, BSC will prepare a sediment sampling plan for review by regulatory agencies as required to determine the number and location of sediment samples needed for analysis. The final survey plan will be signed and stamped by a Professional Land Surveyor licensed in Massachusetts. An AutoCAD Civil 3D electronic drawing file shall be provided along with the Civil 3D surface.

1.4 SEDIMENT SAMPLING

Following the completion of the site survey and preparation of a Sediment Analysis Plan, BSC

will submit the plan to MassDEP Water Quality Certification Program along with the Corps of Engineers Dredge Material Evaluation Checklist for review. During this process, MassDEP and the Corps of Engineers will determine the number of sediment samples needed and the location the samples must be taken. In addition, what laboratory analysis will be required. Once the Sediment Sampling Plan has been approved BSC will:

- Contract with TG&B Marine out of Bourne to conduct vibercore sampling to the proposed dredge depth (for cost estimates, BSC has assumed 6 samples will be needed)
- BSC will be onsite during sampling to immediately process samples and prepare them for lab analysis to reduce hold times and ensure quality samples make it to the lab
- Being onsite during sampling, BSC can monitor progress as well as approximate sample locations to improve quality control
- Once samples are prepared, BSC will meet with Alpha Labs to hand off the samples, utilizing their chain of custody.
- Alpha Labs will conduct the required sediment sampling analysis (typical 401 Water Quality Analysis) and provide BSC with the analytical results for use in permit applications (for cost estimates, BSC has assumed 6 samples will be analyzed)
- For the purpose of this project, BSC has assumed an approximate volume of 6,000 cubic yards for dredging, which would typically equate to 6 sediment samples requiring analysis. If fewer/more samples are required by regulators, this cost will fluctuate accordingly.

1.5 SHELLFISH SURVEY

BSC proposes to conduct a shellfish survey of the proposed beach nourishment sites to document shellfish populations and/or potential impacts from dewatering/nourishment activities. The shellfish survey will include 10 transects spaced 20

feet apart along the beach starting at mid tide and extending to approximately -3 feet MLW. Each plot will be approximately 3' x 3' and spaced 20 feet apart. BSC anticipates the Shellfish Warden will work with commercial shell fisherman to harvest shellfish within the dredge footprint and/or nourishment area prior to the start of dredging. Results of the shellfish survey will be used to determine the best location for the dewatering and nourishment sites and/or if shellfish will need to be relocated prior to work

Task 2: Identify All Required Permits and Prepare Applications for Said Permits:

2.1 SECTION 404-USACE

US Army Corps of Engineers General Permit: BSC will prepare and file an Army Corps of Engineers Preconstruction Notification Form (PCN). This will include all required forms, maps, plans and public notifications. In addition, this application will require the preparation of a Federal Consistency Review by Coastal Zone Management (CZM). During the review, BSC will undertake necessary coordination with NMFS as required to address Essential Fish Habitat, listed threatened and endangered species, and marine mammals. An IPaC review will be completed to address listed species under USFWS jurisdiction. MHC, and MBUAR will be consulted regarding potential concerns over archaeological resources, under Section 106 of the NHPA.

2.2 NOTICE OF INTENT

Notice of Intent: BSC will prepare and file a Notice of Intent application with the Wellfleet Conservation Commission, MassDEP Wetlands Division along with Mass Division of Marine Fisheries and Natural Heritage. This application will include all required maps, forms, and site plans with proposed volumes for dredging as well as beach nourishment sites and proposed profiles for nourishment. As part of the Notice of Intent application, BSC will attend and present at one (1) Conservation hearing to discuss the project, performance standards, and respond to questions.

It should be noted that Wellfleet Harbor is within an Area of Critical Environmental Concern, which has documented, among other things, coastal storm flowage protection along the barrier beaches, salt marsh and coastline. BSC believes beach nourishment can enhance the storm surge protection this ACEC provides while not impacting the other critical components of this ACEC, namely shellfish abundance. BSC also anticipates a Time of Year restriction from MassDMF for winter flounder spawning starting in February of any year.

2.3 NHESP

Natural Heritage and Endangered Species Program (NHESP): BSC will prepare and file a request for review along with a copy of the Notice of Intent application to NHESP for rare and endangered species impacts. BSC anticipates a Time of Year restriction for nesting shorebirds starting in April of any year.

2.4 CH 91/401 WQC

MassDEP Combined Chapter 91/Water Quality Certificate: BSC will prepare and file a MassDEP Combined 91/WQC permit. This combined permit will include the above captured permits as well as all required forms, maps, plans and public notifications. All Time of Year restrictions requested by State and Federal Division of Marine Fisheries as well as NHESP will be echoed in these permits.

PERMITTING ASSUMPTIONS

- BSC has included time to respond to questions from regulatory authorities at each stage of permitting as well as included up to 10 additional hours of time for plan revisions and submittals.
- BSC has assumed for this proposal that all dredging including beach nourishment locations will be considered maintenance under the MEPA review thresholds and as such, a MEPA review will not be required for this project. If, either the dredge location/depth and/or the dewatering/nourishment areas are not considered "maintenance" by MEPA then BSC

will review the proposed impacts and compare them with the MEPA Jurisdictional triggers. If needed, BSC will provide the Town with a change order for this permitting if necessary. Confirmation of this determination can only be made once all historic documents are obtained, survey is completed, impact numbers are determined, and MEPA provides a jurisdictional determination.

Task 3: Identify the Available Seasonal Window(s) When the Dredging can be Performed:

Based on the desktop assessment, the proposed project window is estimated between September 1st and February 15th of any year. This will be determined during the permitting process by the following recommendations.

- Natural Heritage and Endangered Species Program: BSC anticipates a Time of Year (TOY) restriction starting on April 1st for nesting Piping Plover and Terns. We also expect this to overlap with a potential TOY for Horseshoe Crabs starting in May. Lastly, it is unknown by BSC at this time if a TOY for Diamond Back Terrapins will also be requested, this is typically starting around October but can vary based on population information.
- National and Mass Division of Marine Fisheries: BSC would anticipate a Winter Flounder Spawning TOY starting on February 15th and extending until June 30.

Task 4: Added Value

BSC understands that securing necessary funding is key to the success of completing public projects. Therefore, as an added value, BSC shall advise the town of funding sources and strategies that will help meet the current project needs as well as potential future dredge needs. For example, initial ideas include:

- Assist in applying for a CZM dredge grant, the grant application window is typically once a year. BSC worked with the Town of Bourne to help secure a dredge grant for their 2021 Pocasset River dredge project.
- Experience dredging mucky sediment. Did you

know BSC worked hand in hand with the Barnstable County Dredge to rent a smaller dredge and pump mucky sediment into bags for dewatering? This pilot project was completed last winter at Pocasset River in Bourne and was a raving success. The filtered water returning to the river was clear and contained no sediment plume.

- Endangered Shorebird Monitors. BSC has endangered shorebird monitors that can conduct inspections if needed when project extend into the April 1st TOY. Our experienced staff is preapproved by NHESP and ready to jump in and keep your project moving forward.
- BSC has its own hydrographic survey boat and utilizes drone boats for hydrographic surveys. This can provide a major benefit from a safety standpoint if surveys are conducted in the winter months. In addition, BSC has a fleet of aerial drones that can be used to monitor projects from a distance or check for dredge pipe leaking during operation.
- BSC's Craig Field designed the Cod Fish dredge for the Barnstable County Dredge program. Craig spent years traveling the globe with Great Lakes Dredging conducting pre and post dredge pay surveys and his extensive knowledge was utilized by the County Dredge Program to design their first dredge.
- BSC is currently the dredge coordinator for several Cape Town's and has a long history of dredge permitting and oversight on Cape Cod and working with the Barnstable County Dredge Program.

Sweetheart Creek Clamshell Dredge
Yarmouth, MA



Sweetheart Creek Mechanical Dredge
Yarmouth, MA



Project Budget & Schedule

The following section includes BSC's staff rate chart, project budget, and schedule.

HOURLY RATES

NAME	CLASSIFICATION	HOURLY RATE (\$)
Matt Creighton, PWS, MVP	Project Manager/Ecology	185.25
Kieran Healy, PLS, CFM	Survey	169.00
Paul Hagist, SIT	Field Lead	136.50
David Crispin, PE, PLS, LSP	Civil Engineering	211.25
Paul Mancuso, WPIT	Permitting	117.00
Kelly Crawford	Administrative	81.25

PROJECT SCHEDULE

ANTICIPATED CONTRACT START DATE

DECEMBER 1, 2022

1	List of required permits.	January 20, 2023
2	Engineering drawings and photographs to define the work site.	January 27, 2023
	<i>Due to the nature of this work the timeline is weather dependent. Work cannot be conducted with ice conditions.</i>	
3	Volume of material expected to be removed and a cost estimate to perform the dredging.	January 27, 2023 (or approximately 1 month from survey completion)
	<i>Note: BSC would recommend the cost to dredge analysis be conducted closer to the dredge window or end of permitting to provide a real time cost closer to the start of work.</i>	
4	Permit applications for review.	February 20, 2023
	<i>BSC recommends permits be prepared in a linear fashion as the permitting process is typically completed. The Notice of Intent and Natural Heritage applications being completed first by February 20, 2023 and one month following receipt of the Order of Conditions, Chapter 91/Water Quality Certification and Army Corps Permits be drafted. This will reduce cost overall if edits are made during permitting as well as regulatory confusion if projects are submitted and then amended during the review process.</i>	
5	Submittal of permits to the appropriate regulatory agencies.	March 15, 2023
	<i>Again, BSC recommends permits are drafted and then submitted in order with the Notice of Intent and Natural Heritage applications drafted and submitted first by March 15, 2023. To complete the Chapter 91/Water Quality Permit and Army Corps Permit submittals the Order of Conditions must be included. As such, these permits are proposed to be drafted as noted in #4 above and then submitted within one month of receiving edits from the Client.</i>	
6	Receipt of Permits.	TBD
7	Final record drawings, documents, permit applications, and permits in electronic format.	30 days after receipt of last permit

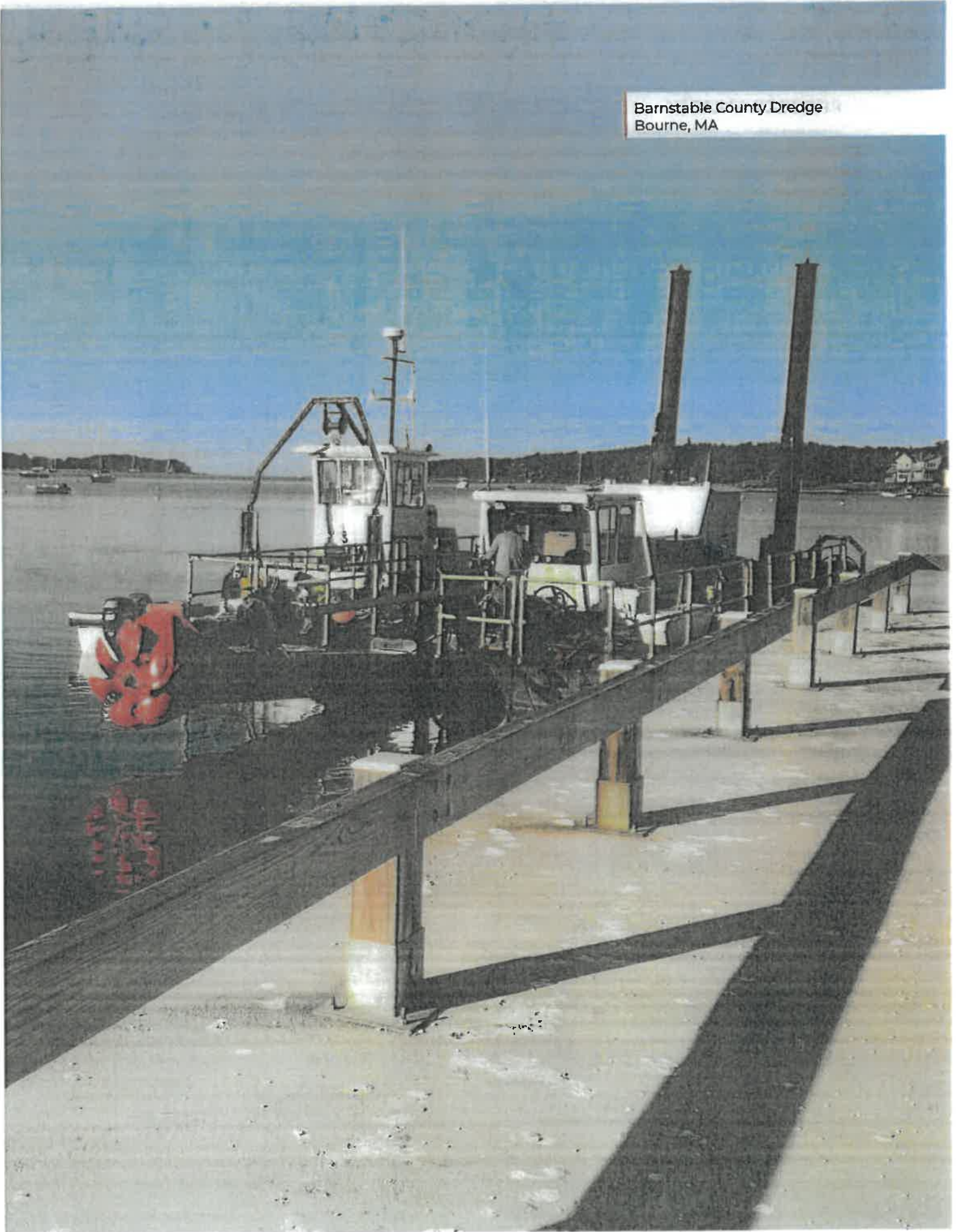
*BSC notes that the timeline is dependent on weather, subcontractors, regulatory agency review/comment/edits, and Client review and comment. These factors are out of BSC's control. However, it is BSC's experience that the dredge permitting process takes about 18 months on average.

PROJECT BUDGET

TASK	MC	KH	PH	PM	KC	TOTAL FEE PER TASK
	HOURS					
Data Collection, Survey	0	4	18	12	0	\$4,537
Existing Conditions Plan	0	2	20	0	0	\$3,068
Sediment Sampling	2	0	2	16	0	\$2,516
USACOE Permit	4	2	8	10	2	\$3,504
NOI	8	2	12	20	4	\$6,123
NHESP	0	0	2	4	2	\$904
Chaper 91/WQC	0	0	1	24	4	\$3,270
PM	8	0	0	4	4	\$2,275
Total Staff Effort	22	10	63	90	16	*\$27,507
*Includes \$1310.00 for 5% increase for raises						

Direct Expenses				
Subcontractor Fee	TGB	\$5,200.00	8	\$5,200
	Alpha	\$7,500.00	12	\$7,500
	Boat	\$2,500.00	2	\$2,500
	Filing fees	\$500.00		\$500
Prints, Overnight Mailings	#Prints \$1,000	Mailing \$1,000	Milage \$300	\$2,300
Total Project Fee				\$45,507
Total cost for MEPA application (if needed)			\$16,500	\$62,007

Barnstable County Dredge
Bourne, MA




References

Kenneth H. Bates

Chairman of the Mashpee Waterways Commission / Dredge Coordinator

Town of Mashpee


 508-539-1400

 kenbates@comcast.net

Christopher Southwood

Director of Natural Resources

Town of Bourne


 508-759-0600 x.1312

 csouthwood@townofbourne.com

Kelly Clark

Assistant Town Manager

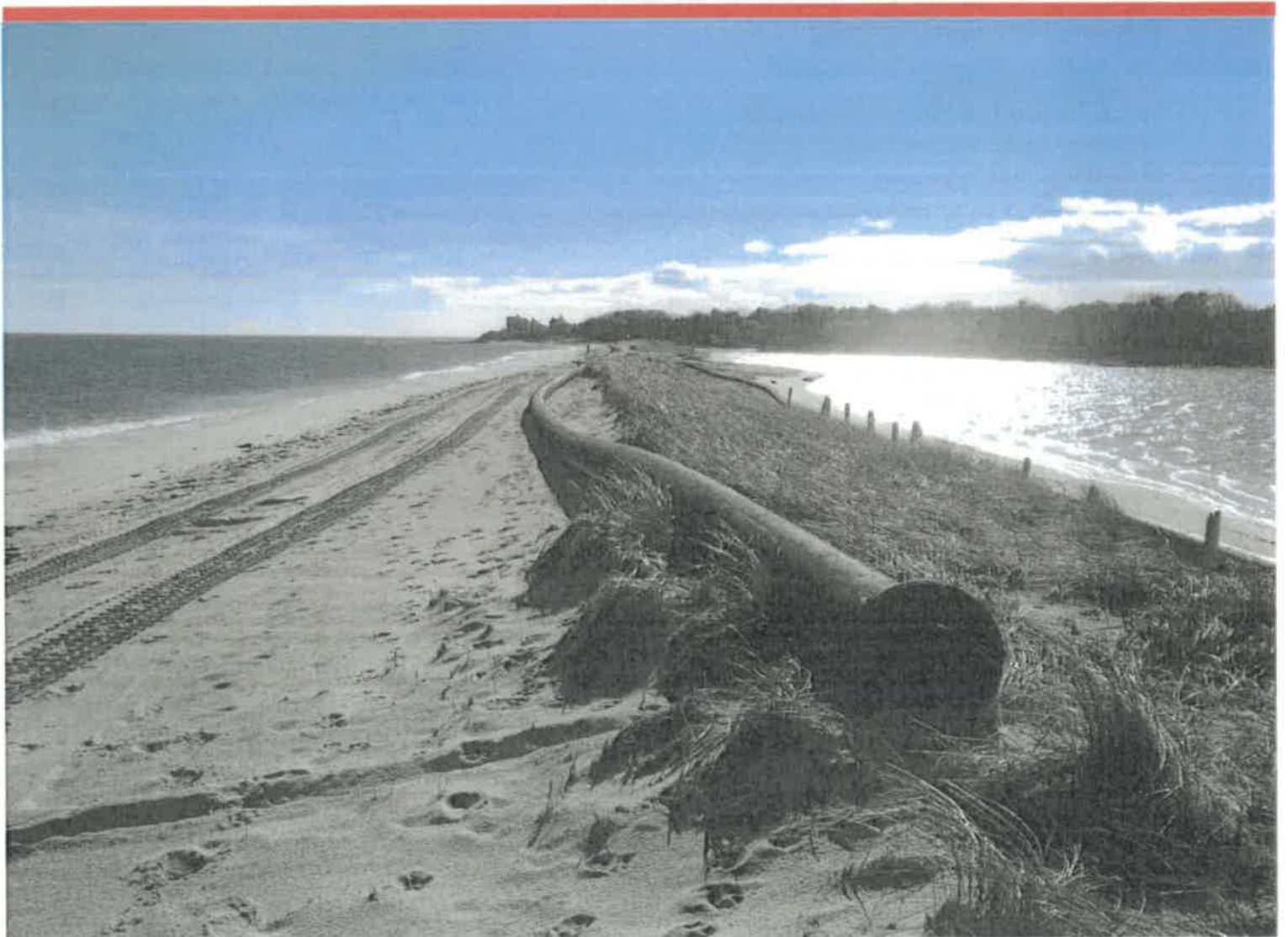
Town of Truro

 508-349-7004 x128

 ksclark@truro-ma.gov

 BSC GROUP

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October 25, 2022

ADDENDUM #1

Engineering Drawings and Permit Applications for Clean Sand Dredging/Beach Nourishment

Please sign below acknowledging receipt of this addendum:



Below are questions from prospective bidders and answers on behalf of the Town of Wellfleet. In order for bidders to submit proposals in a timely fashion, the Town has decided to extend the bid opening to: **November 30, 2022, at 2PM** and revised the schedule as follows:

Timeline/Project Schedule

The selected consultant shall be expected to begin work immediately upon contract signing and complete the tasks in their entirety by the dates shown below. The dates below indicate the anticipated milestones for the project:

Town to Issue IFB September 26, 2022

Deadline for Submission of Bids **November 30, 2022 @ 2PM**

Town to Select consultant **December 21, 2022**

Consultant's Submittals:

- 1) List of required permits. **January 20, 2023**
- 2) Engineering drawings and **January 27, 2023** photographs to define the work site.
- 3) Volume of material expected **January 27, 2023** to be removed and a cost estimate to perform the dredging.
- 4) Permit applications for review. **February 20, 2023**
- 5) Submittal of permits to the **March 15, 2023** appropriate regulatory agencies.
- 6) Receipt of Permits TBD
- 7) Final record drawings, 30 days after receipt of last permit. documents, permit applications, and permits in electronic format.

The information and questions below are to further identify the scope of the IFB:

Bidder represents that it is fully knowledgeable about all the tasks and deliverables necessary to obtain the local, state, and federal permits including the drawings, reports, studies, analyses, surveys, etc. required by the various regulatory agencies.

Bidder shall submit with its proposal, a detailed listing of all such tasks and deliverables and shall include same in the bid price.

The Final deliverable shall be - Town receipt of ALL permits necessary to perform the dredging at the break water.

Specific Questions:

1. What is the dredge depth?

Dredge depth should be determined as part of the engineering design and any permit restrictions. The area of shoaling is adjacent to the Federal Channel which is the responsibility of USACE. The channel was dredged in 2020 to a depth of -10 feet, plus 1 ft. over dredge; side slopes were 3:1. The current depth can best be ascertained by the engineer's survey. Our preference would be to maintain the "top of slope" depth with a 3:1 slope back to the break wall, but not so close as to undermine the break wall itself.

2. Is there a defined channel adjacent to the break wall?

The Federal Channel is at the end of the jetty, essentially perpendicular to the break wall. There is no defined channel adjacent (i.e. parallel) to the break wall. however, there are shellfish grants adjacent to the break wall. These can best be viewed by a site visit at low tide.

3. Can the town be more specific about the dredge area to be surveyed (approx. length/width/current water depth/volume/provide prior plans/etc.) to better understand the survey needs.

The area that needs to be surveyed should include from breakwater out to the federal channel: approximately 100 feet south of the breakwater to 100 feet north of the breakwater. See photo for approximate area.

4. Is this new dredging, improvement dredging and/or maintenance dredging?

It is maintenance dredging.

5. Where is the beach proposed for beach nourishment and what is the approximate area need for survey?

The proposed beach is part of this IFB scope. It is envisioned (subject to regulatory approval) that the proposed beach for beach nourishment is on Indian Neck Beach, located south of the break wall. A possible alternate location would be to stockpile the sand in the Indian Neck parking lot, but this could only be done in the off-season.

6. Has the town conducted a sediment analysis of the dredge material?

An updated sediment analysis should be included as part of the scope of this IFB.

****Please see the next page of a map showing the breakwater**



November 1, 2022

ADDENDUM #2

Engineering Drawings and Permit Applications for Clean Sand Dredging/Beach Nourishment

Please sign below acknowledging receipt of this addendum:



A handwritten signature in blue ink, appearing to read "James E. Farnsworth", is written over a horizontal line.

Below is an addendum to the base schedule and basis of award on behalf of the Town of Wellfleet. In order for bidders to submit proposals in a timely fashion, the Town has decided to extend the bid opening to: **November 30, 2022, at 2PM.**

1. SCHEDULE

Bidders are encouraged to bid the base schedule that is in the Invitation for Bid (IFB).

However, bidders may also:

1. Bid an alternate (longer) schedule in addition to the base schedule;
- OR
2. Bid an alternate (longer) schedule in lieu of the base schedule.

"Alternate schedule bids" must include the details of the proposed alternate schedule.

2. BASIS OF AWARD

The Work shall be awarded based on low price, previous successful experience performing similar work, and an engineering/permit submittal schedule that is compatible with the availability of the appropriate Barnstable County Dredging Equipment and consistent with permit requirements (e.g. Time of Year restrictions) to perform the actual dredging work.

November 14, 2022

ADDENDUM #3

Engineering Drawings and Permit Applications for Clean Sand Dredging/Beach Nourishment

Please sign below acknowledging receipt of this addendum:



Below is an addendum to a couple of questions. In order for bidders to submit proposals in a timely fashion, the Town has decided to extend the bid opening to: **November 30, 2022, at 2PM.**

1. Has the area of proposed dredge been previously dredged and if so in what year?

The area has not been dredged within recent memory. However, it is adjacent to the Federal Channel which was dredged in 2020. A site visit at low tide is strongly encouraged.

2. Has the Town determined what, if any, chemical analyses of sediment are required to comply with the intended use of the dredged material or is physical property analysis the only sediment analysis necessary?

Determination of the required chemical analyses of sediment is part of the scope of this IFB, to be determined by the bidders. Bidders' proposal shall include the details (description) of all sediment analyses that are included in their bid.



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AT A glance

OFFICE LOCATIONS

HEADQUARTERS

Boston, MA

Andover, MA

West Yarmouth, MA

Worcester, MA

Glastonbury, CT

Manchester, NH

1965

BSC
FOUNDED

175

TEAM
MEMBERS

CORE SERVICES

Land Surveying and
Spatial Services

Ecological Science



FIRM OVERVIEW

At BSC West Yarmouth, we partner with our clients to deliver creative and practical transportation, land development, and environmental solutions. We also help them find climate-resilient solutions. Clients trust BSC to work with them to expertly guide siting, strategically navigate regulatory processes, and holistically design infrastructure to help achieve their vision.

BSC's engineers, planners, and scientists take pride in their ability to respond nimbly to move projects forward.

We solve complex challenges by applying expertise across disciplines, sharing ideas and perspectives to see a project from every side.

The purpose of our work is to improve the quality of life in and around our communities using our skills and experience to promote balance between the built and natural environment. Proudly employee-owned, our people are the heart of our company.

REPRESENTATIVE SERVICES

- Land Surveying & Spatial Services
- Ecological Sciences
- Civil Engineering

REPRESENTATIVE PROJECTS

HARVEST MOON FARMS, ROUTE 6A

Barnstable, MA

CUFFY'S RETAIL EXPANSION

West Dennis, MA

NEXTGRID, MIDDLE ROAD SOLAR DEVELOPMENT

Chatham, MA

NEXTGRID, SCENIC HIGHWAY SOLAR DEVELOPMENT

Bourne, MA

POPPONSETT CREEK DREDGING AND BEACH NOURISHMENT

Mashpee, MA

DAKOTA PROPERTIES, CAVALIER MOTOR LODGE REDEVELOPMENT

West Yarmouth, MA

ALJ REALTY CORPORATION, SEPTIC SYSTEM REPAIRS, 100 GREAT NECK RD

Mashpee, MA

MASSDOT LAGOON POND SALT MARSH RESTORATION PROJECT

TOWN OF EASTHAM – ROCK HARBOR PEER REVIEW

Eastham, MA

DREDGE DISPOSAL AND BEACH NOURISHMENT PROGRAM

Bourne, MA

BARLOW'S LANDING, LITTLE BAY CHANNEL, AND POCASSET RIVER DREDGING

Bourne, MA

MEET OUR

Team



**Matt
Creighton, PWS**

Coastal Scientist
Senior Associate

Matt is the Director of Ecological Services and coastal scientist. He has earned certifications from the University of New Hampshire's U.S. Army Corps of Engineers Wetland Delineator Methods Course, University of New Hampshire's Wetland Delineation Certificate Program, Society of Wetland Scientist (as a Professional Wetland Scientist), PADI (as an Open Water SCUBA Diver), and from the U.S. Forestry Service (where he is Radio Certified).



**James E. "Jef"
Fasser, AICP, RLA,
LEED AP**

Vice President & Principal
Planning & Landscape
Architecture

Jef leads BSC in transforming clients' visions into practical designs that can be successfully implemented to serve as valuable, lasting assets. His experience includes projects involving urban planning and design, site development and landscape architecture design, urban revitalization plans, feasibility studies, multi-family housing developments, active and passive parks, streetscapes, trails, as well as colleges and university campuses. He also has experience with federal, state, and local project permitting.



**G. Paul
Hagist, III**

Survey Technician
Associate

Paul provides field and office surveying services to support a broad variety of projects. His experience includes deciphering record plans and integrating information with field data, including legal implications. He is also adept in computer programs for land surveying. Paul is experienced in working with the Registry of Deeds throughout Southeastern Massachusetts and in preparing subdivision plans and documentation for Land Court.



**Paul
Mancuso**

Wetland Scientist
Associate

Paul contributes to BSC's ecological team as a wetland scientist. He offers a broad base of knowledge in coastal ecology, having worked on a variety of projects during his studies, including field and lab work for UMass Dartmouth's Coastal Systems program and field work involving lobster and scallop studies for the Marine Fisheries Field Research Group.



**Kieran
Healy, PLS, CFM**

Survey & CAD Technician
Senior Associate

Kieran provides field and office surveying services to support a broad variety of projects. His experience includes deciphering record plans and integrating information with field data, including legal implications and computer programs for land surveying. Kieran is experienced working with the Registry of Deeds throughout Southeastern Massachusetts and in preparing subdivision plans and documentation for Land Court. He is responsible for leading field and office teams for ROW, topographic, property line and construction surveys, utilizing AutoCAD, Softdesk & Carlson Survey for map/plan development.

STORIES OF Success



**Town of Mashpee 10 Year
Comprehensive Dredge**
Mashpee, MA

This program involves the establishment of Living Shorelines to increase dune stabilization and improve ecological habitat value of the Mashpee shoreline.



**Town of Bourne 10 Year
Comprehensive Dredge**
Bourne, MA

BSC provided environmental permitting, coastal engineering, topographic survey, benthic organism survey, and endangered species identification and monitoring.



Millway Marina Dredge Permitting
Barnstable, MA

BSC provided environmental permitting, survey and engineering services as part of the Millway Marina maintenance dredging project.



Pocasset River Dredge with silt dewatering bags and flocculant separation

AGREEMENT BETWEEN TOWN OF WELLFLEET AND BSC GROUP

Engineering Drawings/Permit Applications for Clean Sand Dredging/Beach Nourishment

THIS AGREEMENT made this ____ day of February in the year Two Thousand and twenty three, between BSC Group, with a usual place of business at 349 Main Street, West Yarmouth, MA, 02673, hereinafter called the ENGINEER, and the Town of Wellfleet, acting by its Select Board, with a usual place of business at 300 Main Street, Wellfleet, MA 02667, hereinafter called the OWNER.

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

1. Scope of Work

The Engineer shall furnish all labor, materials, equipment and insurance to perform all work required for the project known as Engineering Drawings/Permit Applications for Clean Sand Dredging/Beach Nourishment (the Project), in accordance with the Scope of Services set forth in Attachment A.

2. Contract Price

The Owner shall pay the Engineer for the performance of this Agreement, subject to any additions and deductions provided for herein, in current funds, the not to exceed sum of forty five thousand five hundred and seven Dollars (\$45,507.00). Said sum does not include payment for MEPA application services, which shall be compensated according to the schedule set forth in Attachment B.

3. Commencement and Completion of Work

- A. It is agreed that time is of the essence of this Agreement. The Engineer shall commence and prosecute the work under this Agreement upon execution hereof and shall complete the work on or before January 31, 2024.
- B. Time as Essential Condition: It is understood and agreed that the commencement of and 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 Agreement wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the Agreement 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: Engineer 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 completion within the stipulated number of calendar days.

4. Performance of the Work

A. Direction of the Work: The Engineer 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 engineering/design profession for projects similar to the Project in scope, difficulty and location. The Engineer shall be solely responsible for coordinating all portions of the Work under the Agreement.

B. Responsibility for the Work:

- (1) The Engineer 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 Engineer. Consistent with the standard of care referenced in paragraph A. above, the Engineer shall be responsible for the professional and technical accuracy and the coordination of all designs, drawings, specifications, estimates and other work or services furnished by him or his consultants and subcontractors. The Engineer shall perform his work under this Agreement in such a competent and professional manner that detail checking and reviewing by the Owner shall not be necessary.
- (2) The Engineer shall not employ additional consultants not named in his proposal to the Owner, nor sublet, assign or transfer any part of his services or obligations under this Agreement without the prior approval and written consent of the Owner. Such written consent shall not in any way relieve the Engineer from his responsibility for the professional and technical accuracy and coordination of all data, designs, drawings, specifications, estimates and other work or services furnished under this Agreement.
- (3) All consultants must be registered and licensed in their respective disciplines if registration and licensure are required under the applicable provisions of Massachusetts law.
- (4) The Engineer and all consultants and subcontractors shall conform their work and services to any guidelines, standards and regulations of any governmental authority applicable to the type of work or services covered by this Agreement, including those of the Massachusetts Highway Department and the Department of Environmental Protection.

- (5) The Engineer shall not be relieved from his obligations to perform the Work in accordance with the requirements of this Agreement 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 Engineer.
- (6) Neither the Owner's review, approval or acceptance of, nor payment for any of the work or services performed shall be construed to operate as a waiver of any rights under the Agreement or any cause of action arising out of the performance of the Agreement.

C. Deliverables, Ownership of Documents: One (1) reproducible copy of all drawings, plans, specifications and other documents prepared by the Engineer shall become the property of the Owner upon payment in full therefor to the Engineer. Ownership of stamped drawings and specifications shall not include the Engineer's certification or stamp. Any re-use of such documents without the Engineer's written verification of suitability for the specific purpose intended shall be without liability or legal exposure to the Engineer or to the Engineer's independent professional associates, subcontractors or consultants. Distribution or submission to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as an act in derogation of the Engineer's rights under this Agreement.

D. Notices, Compliance With Laws:

- (1) The Engineer shall give all notices and comply with all federal, state and local laws, ordinances, rules, regulations and lawful orders of any public authority relating to the performance of the Work. The Engineer shall provide the Owner with reproductions of all permits, licenses and receipts for any fees paid.
- (2) If the Engineer observes that any of the Owner's design schemes, outlines or goals 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) In the performance of the Work, the Engineer shall comply with all applicable federal, state and local laws and regulations, including those relating to workplace and employee safety,

5. Site Information Not Guaranteed; Engineer's Investigation

Upon request of the Engineer, the Owner shall furnish to the Engineer available surveys, data and documents, if any, relating to the area which is the subject of the Scope of Work. All such information, including that relating to subsurface and other conditions, natural phenomena, existing pipes, and other structures is from sources at present available to the Owner. All such information is furnished only for the information and convenience of the Engineer 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 will be the same as those indicated in the information furnished, and the Engineer must satisfy himself as to the correctness of such information. If, in the opinion of the Engineer, such information is inadequate, the Engineer may request the Owner's approval to verify such information through the use of consultants or additional exploration. In no case shall the Engineer commence such work without the Owner's prior written consent. Such work shall be compensated as agreed upon by Owner and Engineer.

6. Payments to the Engineer

- A. The Owner shall make payment to the Engineer, monthly, upon approval of the Engineer's requisitions therefor. All requisitions shall be in the same proportionate amount of the Contract Price as the proportion of the work completed to the total scope of work.
- B. If there is a material change in the scope of work, the Owner and the Engineer shall mutually agree to an adjustment in the Contract Price.
- C. If the Owner authorizes the Engineer to perform additional services, the Engineer shall be compensated in an amount mutually agreed upon, in advance, in writing. Except in the case of an emergency, the Engineer shall not perform any additional services until such compensation has been so established.

7. Reimbursement

Except as otherwise included in the Contract Price or otherwise provided for under this Agreement, the Engineer shall be reimbursed by the Owner: (a) at 1.1 times the actual cost to the Engineer of consultants retained to obtain information pursuant to Article 5 hereof or otherwise. No such reimbursement shall be made unless the rates of compensation have been approved, in advance, by the Owner; (b) at 1.1 times the actual cost of additional or specially authorized expense items, as approved by the Owner.

8. Final Payment. Effect

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

9. 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.

10. Indemnification

- A. General Liability: The Engineer shall indemnify and hold harmless the Owner from and against any and all claims, damages, losses, and expenses, including attorney's fees, to the extent arising out of the performance of this Agreement and to the extent the same relate to matters of general commercial liability, when such claims, damages, losses, and expenses are caused, in whole or in part, by the negligent acts or omissions of the Engineer or his employees, agents, subcontractors or representatives.
- B. Professional Liability: The Engineer 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 negligent acts, negligent errors or omissions of the Engineer or his employees, agents, subcontractors or representatives.
- C. No Limitation of Rights: The indemnification obligation of Engineer under this paragraph 10 is in addition to, and not in limitation of, any other rights and remedies available to the Owner under this Agreement, at law or in equity.

11. Insurance

- A. The Engineer shall at his own expense obtain and maintain a Professional Liability Insurance policy for errors, omissions or negligent acts arising out of the performance of this Agreement in a minimum amount of \$1,000,000.00.
- B. The coverage shall be in force from the time of the agreement to the date when all construction work for the Project is completed and accepted by the Owner. If, however, the policy is a claims made policy, it shall remain in force for a period of six (6) years after completion.

Since this insurance is normally written on a year-to-year basis, the Engineer shall notify the Owner should coverage become unavailable.

- C. The Engineer shall, before commencing performance of this Agreement, provide by insurance for the payment of compensation and the furnishing of other benefits in accordance with M.G.L. c.152, as amended, to all its employees and shall continue such insurance in full force and effect during the term of the Agreement.

- D. The Engineer shall carry insurance in a sufficient amount to assure the restoration of any plans, drawings, computations, field notes or other similar data relating to the work covered by this Agreement in the event of loss or destruction until the final fee payment is made or all data are turned over to the Owner.
- E. The Engineer shall also maintain public liability insurance, including property damage, bodily injury or death, and personal injury and motor vehicle liability insurance against claims for damages because of bodily injury or death of any person or damage to property.
- F. Certificates and any and all renewals substantiating that required insurance coverage is in effect shall be filed with the Agreement. Any cancellation of insurance, whether by the insurers or by the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the Owner at least fifteen days prior to the intended effective date thereof, which date shall be expressed in said notice.
- G. The Owner reserves the right to modify any conditions of this Article.

12. 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.

13. 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 Engineer. In the event that the Agreement is terminated pursuant to this subparagraph, the Engineer shall be reimbursed in accordance with the Agreement for all work performed up to the termination date.

14. Miscellaneous

- A. Royalties and Patents: The Engineer shall pay all applicable 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 Engineer shall not be responsible to the extent of any loss resulting directly from a particular design, process or the product of a particular manufacturer or manufacturers where the same have been specified solely by the Owner, except

that if the Engineer believes or has reason to believe that the design, process or product so specified is or may be an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the Owner in writing, and thereafter the Owner insists in writing on the use of the design, process or product specified.

- B. Assignment: The Engineer shall not assign or transfer any of its rights, duties or obligations under this Agreement without the advance written approval of the Owner, in its sole and absolute discretion.
- C. Governing Law: This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.
- D. Certification of Tax Compliance: By its execution of this Agreement, the Engineer certifies, pursuant to General Laws Chapter 62C, Section 49A and 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.

ENGINEER: BSC Group

OWNER: Town of Wellfleet
By its: Town Administrator

By: _____
Name:
Title:

Name:
Title:

WELLFLEET TOWN ACCOUNTANT:

By: _____
Name:
Title:

Availabilty of Funds: _____



SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: January 31, 2023

III

EMPLOYEE MATTERS

~ A ~

REQUESTED BY:	Wellfleet Fire Chief
DESIRED ACTION:	To reclassify existing Fire Captain Joseph Capello to Deputy Fire Chief
PROPOSED MOTION:	I move to approve Fire Captain Joseph Capello to Wellfleet's Deputy Fire Chief and thank him for all his hard work and dedication to the Town of Wellfleet
SUMMARY:	
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____



Wellfleet Fire Department

10 Lawrence Road, Wellfleet, MA 02667



Richard J. Pauley, Jr.
Fire Chief

Phone: (508) 349-3754
Fax: (508) 349-0318

TO: Selectboard
Richard Waldo, Town Administrator
FROM: Richard J. Pauley, Jr., Fire Chief
RE: Deputy Fire Chief Position
DATE: January 4, 2023

During the past year I have spoken with two (2) Town Administrators regarding the need to create a Deputy Fire Chiefs position for this Department.

This position is a critical need for this department and the community as a whole for several reasons. With the growth of the Fire Department in terms of staffing and complexity of the nature and responsibilities of our mission, it is now imperative that we have a second in command (Deputy Chief) that is removed from the firefighter's union and can represent the Chief in his absence. As examples, please consider the following challenges/issues that have had to be addressed in the recent past.

- As many are aware, I was out on sick leave for approximately four and a half months in 2022, requiring major surgery with a prolonged recovery time. During that time there were several administrative, operational and personnel issues that needed to be accomplished, however, not having a Deputy Chief made resolution to these issues very problematic.
- In a couple of situations, we had to take disciplinary action(s) with an employee(s) for infractions of the collective bargaining agreement (CBA) and/or Department Rules and Regulations, but, limitations/language within the CBA only allowed the fire chief to take these actions. In these situations, the fire chief was unable to do so (being out of State) accordingly, a Deputy Chief would have the authority to immediately resolve these matters with the respective employee.
- The ongoing COVID issues, increased fire and EMS training requirements being imposed upon local fire departments, constantly changing complexities of managing a fire department have overwhelmed myself as chief and we now need to formalize a second in command (deputy fire chief).
- With the exception of Provincetown and Truro, every fire department on Cape Cod has at least one (1) deputy fire chief for the previously outlined reasons.
- I have discussed this issue with the leadership of the Wellfleet Permanent Firefighters Association, Local 4342 and they are in complete agreement for the need of a deputy fire chief (attached is a letter of support for this position).

TO: Selectboard, Richard Waldo
RE: Deputy Fire Chief Position

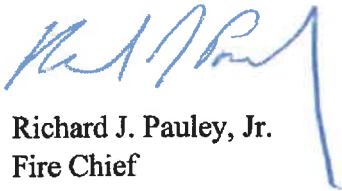
January 4, 2023
Page 2

- Under Massachusetts General Law Chapter 48, Section 42, the fire chief is authorized to appoint a Deputy Fire Chief (amongst other duties and responsibilities). Please see the attached copy of this law.
- It is my desire to re-classify the current Captain's position to Deputy Chief under which he would have a separate employment agreement with the Town. In doing this we would not be adding an additional full-time employee, but, a much needed re-classification of an existing position within the organization.
- This position will be able to be funded under the current and future operating budgets.
- I am attaching a job description for this position which is fire and EMS service industry standard.

In the interest of transparency and accountability, I am requesting the Selectboard endorse and approve this re-classification. It is imperative that this re-classification go into effect for the continuity and effectiveness of this Department. As previously outlined, this is a critically needed position and re-organization.

As always, please don't hesitate to contact me with any questions or concerns.

Respectfully submitted,



Richard J. Pauley, Jr.
Fire Chief



Wellfleet Permanent Fire Fighters Local 4342

P.O. Box 335 Wellfleet, MA 02667



TO: Richard Waldo Town Administrator
Chief Richard Pauley Jr.
FROM: Curtis Gelatt (Union President)
RE: Deputy Chief
DATE: 09/15/2022

Due to the rapid expansion of fire department personnel over the last few years the union recognizes the need for a Deputy Chief position. Currently as Capt. Cappello has been assisting with many of the duties of a Deputy Chief the union agrees that Captain Cappello would be the best choice for a one-time reclassification of Captain/Inspector to Deputy Chief.

Sincerely,

Curtis Gelatt

Curtis Gelatt
President
Wellfleet Permanent Firefighters Local 4342

Part I	ADMINISTRATION OF THE GOVERNMENT
Title VII	CITIES, TOWNS AND DISTRICTS
Chapter 48	FIRES, FIRE DEPARTMENTS AND FIRE DISTRICTS
Section 42	ESTABLISHMENT OF FIRE DEPARTMENTS; APPOINTMENT OF FIRE CHIEF; COMPENSATION; REMOVAL; POWERS AND DUTIES

Section 42. Towns accepting the provisions of this section and sections forty-three and forty-four, or which have accepted corresponding provisions of earlier laws may establish a fire department to be under the control of an officer to be known as the chief of the fire department. The chief shall be appointed by the selectmen, and shall receive such salary as the selectmen may from time to time determine, not exceeding in the aggregate the amount annually appropriated therefor. He may be removed for cause by the selectmen at any time after a hearing. He shall have charge of extinguishing fires in the town and the protection of life and property in case of fire. He shall purchase subject to the approval of the selectmen and keep in repair all property and apparatus used for and by the fire department. He shall have and exercise all the powers and discharge all the duties conferred or imposed by statute upon engineers in towns except as herein provided, and shall appoint a deputy chief and such officers and firemen as he may think necessary, and may remove the same at any time for cause and after a hearing. He shall have full and

absolute authority in the administration of the department, shall make all rules and regulations for its operation, shall report to the selectmen from time to time as they may require, and shall annually report to the town the condition of the department with his recommendations thereon; he shall fix the compensation of the permanent and call members of the fire department subject to the approval of the selectmen. In the expenditure of money the chief shall be subject to such further limitations as the town may from time to time prescribe. The appointment of the chief of the fire department in any town or district having a population of five thousand or less may be for a period of three years.

**Town of Wellfleet, Massachusetts
Job Description**

Position Title:	Deputy Fire Chief	Grade Level:	
Department	Fire Department	Date:	
Reports to:	Fire Chief	FLSA Status	Exempt

Statement of Duties: The Deputy Fire Chief is responsible for the performance of technical, administrative and supervisory work in assisting the Fire Chief to plan, organize, direct, and implement fire suppression and emergency medical services to minimize the loss of life and property in the Town of Wellfleet. He/she supervises the daily operations of the department ensuring proper maintenance of equipment, allocation of staff and other resources, including responding to emergency incidents as necessary. Employee assists the Chief of Department with budget development, implementation, and management and is required to perform all similar or related duties.

Supervision Required: Under the general direction of the Fire Chief, the employee is required to plan, prioritize, and carry out regular work assignments in accordance with standard department operating practices, guidelines, policies, and previous training. The employee interprets instructions and/or adapts methods to resolve particular problems. Instructions for new assignments usually consist of statements of desired objectives, deadlines, and priorities. Technical and policy problems or changes in procedures are discussed with supervisor. Work is generally reviewed only for technical adequacy, appropriateness of actions or decisions, and conformance with policy, or other requirements.

Supervisory Responsibility: Employee is responsible for the general supervision of nineteen (19) full-time and approximately four (4) part-time employees, including the service delivery, training, evaluation and disciplining of subordinates, budget development and control. In the absence of the Fire Chief assumes control and management of the administrative and operational components of the department. Work operations are subject to frequent, abrupt, and unexpected changes in deadlines, and/or volume of work due to uncontrollable or unpredictable circumstances, e.g., police or fire emergencies and litigation that may have long-term, adverse impacts on the operation.

Confidentiality: In accordance with the State Public Records law and HIPPA, the employee has regular access on a department-wide basis to confidential personnel files, collective bargaining negotiations, criminal investigations, lawsuits, client records, and information of the department.

Judgment: Work assignments requires the employee to examine, analyze and evaluate facts and circumstances surrounding individual problems, situations or transactions, and determine actions to be taken within the limits of standard or accepted practices. Guidelines include a large body of department and Town policies, standard operating guidelines, rule & regulations, practices, regional protocols and precedents which may be complex or conflicting, at times. Independent judgment is required to analyze or evaluate specific situations to determine appropriate course of action often under life threatening circumstances.

Complexity: The work consists of employing many different concepts, theories, principles, techniques and standard operating practices of the department. Assignments typically concern

Fire Department
Deputy Fire Chief
1/4/2023

Town of Wellfleet, Massachusetts
Job Description

such matters as studying trends in the field for application to the work; assessing services and recommending improvements; planning short, medium, and long range goals and projects; devising new techniques for application to the work, recommending and writing policies, SOG's, standards, or criteria.

Accountability: Consequences of errors or poor judgment may include missed deadlines, delay or loss of service or payment, monetary loss, legal repercussions, personal injury, danger to public health/safety, and/or adverse public relations.

Work Environment: Work requires a high degree of individual tolerance to combinations of extremely unpleasant elements, such as those listed above or constant conflicting urgent time and attention demands of the utmost priority. The nature of the physical environment may be such that the employee's personal well-being and/or safety may be compromised such as Fire and Police personnel. The employee is required to respond to work beyond normal business hours in accordance with the department's work schedule or in response to natural or man-made emergencies on a 365 day, 24/7 basis to emergency situations

Nature and Purpose of Public Contacts: The employee is required to interact with co-workers, town employees, public and external contacts such as vendors, representatives from other agencies or departments in order to explain or interpret procedures or guidelines, plan or coordinate work, or resolve problems. More than ordinary courtesy, tact, and diplomacy may be required to resolve complaints or deal with hostile or uncooperative persons. The employee may be required to furnish news media with routine information such as meeting agendas, department information, and emergency scene details.

Occupational Risk: Most of the work time is spent in an office environment. Frequently accompanies fire crews on field inspections, emergency calls and precautionary efforts and occasionally participates in firefighting and emergency medical service activities. Examples of injury may include burns from chemicals, steam or fire, severe muscular strains from working with extremely heavy material, falls from heights in excess of three (3) feet and illness from exposure to communicable diseases. Special safety precautions, training, or protective clothing such as gowns, coats, gloves, glasses, hats or boots is required in accordance with department policies. The employee rides in and/or drives emergency vehicles in accordance with all department policies and State motor vehicle laws as required at any time of the day or night at times under adverse weather conditions.

Essential Functions:

The essential functions or duties listed below are intended only as illustrations of the various type of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

Operates at fire, EMS, technical rescue, motor vehicle extrications, and hazardous material incidents completing tasks including the laying of hose, use of power and hand tools, use of self-contained breathing apparatus, operating fire apparatus and ambulances, raising ladders, fire fighting, salvage, overhaul, administering first aid and rescuing persons at a fire or other

Fire Department
Deputy Fire Chief
1/4/2023

Town of Wellfleet, Massachusetts
Job Description

emergency scenes.

Required to attend seminars and training courses including fire service, personnel management, fire instructor, EMS service, fire officer, technical rescue, and incident management in order to stay abreast of fire and EMS service techniques, practices and to maintain required certifications.

Required to assume responsibility for the management of the department during periods of temporary absence of the Fire Chief in conformance with department regulations, applicable provisions of the Massachusetts General Laws, applicable federal laws, local Bylaws and professional service standards.

Assists the Fire Chief in maintain successful relationships with mutual aid partners and works to ensure effective communication and operational efficiency within this response group is maintained.

As required in the absence of the Fire Chief represents the department at local, regional, state, and national meetings.

Assists the Fire Chief in the administration, direction and coordination of all aspects of department activities, training, operations and command of firefighting and/or emergency medical operations.

Responsible for the supervision and implementation of the departments career daily training program, outside training programs and requests, and monthly fire suppression training.

Oversees the EMS officer to ensure the effective implementation of all EMS based training and certification programs.

Responsible for scheduling, supervising, and implementing the department's apparatus and equipment maintenance and testing programs.

Assists the Fire Chief in the development of department policies, procedures, and standard operating guidelines.

Assists the fire Chief in the development and enforcement of department rules and regulations; receives and investigates charges against department personnel; advises Chief on disciplinary actions; participates in the recruitment and hiring of new department personnel.

Serves as key member of the Incident Command Staff often in the role of Operations Chief or other assignment. May serve as the Incident Commander in the absence of the Chief of Department.

Protects the privacy of all patient information in accordance with department policies, procedures and practices, as required by federal [and state] law, in accordance with the general principles of professionalism as a health care provider.

Fire Department
Deputy Fire Chief
1/4/2023

**Town of Wellfleet, Massachusetts
Job Description**

Focuses and develops departmental-training needs with lessons learned on the fire ground adapting and revising all applicable Standard Operating Guidelines and policies. Conducts after action reports (AAR) for fire and EMS incidents and makes recommendations designed to improve department operations, personnel safety, and efficiency.

Reviews, evaluates and monitors new apparatus, tools, personal protective gear used to promote firefighter safety and productivity applicable to National Fire Protection Association Guidelines (NFPA).

Maintains confidentiality of department, employee, and Town communications and information. Retains ability to access confidential employee records as required to conduct investigations, evaluate personnel, determine disciplinary actions, and support employee commendation programs.

Assists the Fire Chief in the preparation and administration of the department's operating budget assist in the development of specifications of new department equipment, apparatus and other capital and operational expenditures.

Prepares and submits reports and completes special projects as assigned or required by the Fire Chief.

Minimum Qualifications

Education and Experience: High School Diploma or GED required. Associates Degree in Fire Science, Fire Administration, Public Administration, or related field or Bachelors Degree in Fire Science, Fire Administration, Public Administration or a related field preferred. At least ten (10) years of firefighting experience with a minimum of two (2) years experience at the level of Captain or above in a fire department that offers a full range of fire and emergency medical services.

Special Requirements: A candidate for this position is required to have a valid Massachusetts Driver's License, Massachusetts or National EMT certification (Paramedic preferred), Massachusetts Firefighter I/II or equivalency and IMS 100, 200, 300, 400, 700. Massachusetts Fire Instructor I, Fire Officer I or equivalent. Massachusetts Chief Fire Officer (CFO) and Massachusetts Fire Prevention Inspector certification required within one (1) year of appointment. Candidate outside the department will be required to successfully complete the Massachusetts Physical Abilities Test (PAT), CORI background check, psychological and medical exams including drug screening prior to appointment.

Knowledge, Abilities and Skill

Knowledge: Must have extensive knowledge of fire ground tactics, theory, principles and

Fire Department
Deputy Fire Chief
1/4/2023

Town of Wellfleet, Massachusetts
Job Description

strategy; building construction principles, fire behavior, emergency incident management including disaster preparedness, response and recovery, specifically the Incident Command System (ICS), principles of incident safety management, automatic and mutual aid agreements, Barnstable County Incident Management System, confined space and technical rescue techniques, hazardous materials incident management. Thorough knowledge of fire department operations and local, state and federal regulations and protocols that apply to the fire department operations including emergency medical, technical rescue and Massachusetts Fire Code for residential and commercial occupancies, Town of Wellfleet ordinances, Bylaws and regulations; Civil and Criminal Codes as they relate to the functions of the Fire Department . Knowledge of the Town's water infrastructure system, response districts and roadways; principles and practices of personnel supervision, training, performance evaluation, program development and budget administration, National Fire Protection Association (NFPA) Standards, OSHA regulations, State laws, and other codes, Bylaws or standards pertinent to fire department and emergency medical operations. Knowledge of the provisions of the State Procurement Law and the organizational structure of Town government and the various services provided.

Abilities: Must be able to assist in the overall management of the fire department and to respond appropriately to emergency incidents during on duty or off duty hours including weekends and holidays, analyze information and programs and make adjustments as necessary, prepare reports, develop and manage budgets and personnel. Ability to conduct smoke detector compliance and residential and commercial occupancy inspections in an impartial and thorough manner. Ability to effectively use computer programs, and access the internet to obtain information in support of department operations. Ability to manage multiple tasks and to plan, organize, direct, delegate and coordinate the work of subordinate staff often under emergency, stressful situations on a 24/7 basis. Ability to operate modern office equipment, software and to access the Internet in support of department operations. Ability to interpret and apply applicable federal, state and local policies, laws and/or regulations in an impartial and through manner and assist the Chief of Department in the evaluation, selection, and training of current and potential staff.

Skills: Skill in planning, organizing and implementing department and regional based shared service programs, supervising and training staff, strong leadership skills; proficient written and verbal communication skills. Competent customer service and personnel management skills.

Physical and Mental Requirements

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the position's essential functions.

Physical Skills: Minimal physical effort is generally required when performing work in an office setting. Moderate to strenuous physical effort is occasionally required in the performance of work at the scenes of fires or emergencies which require long periods of standing and walking. During emergencies may be required to stoop, kneel, crouch, crawl, to reach with hands and arms and to climb and balance on ladders at the scene of a fire or emergency situations. Travel, particularly during adverse weather conditions and troublesome road conditions and at times during the evening, is required.

Fire Department
Deputy Fire Chief
1/4/2023

Town of Wellfleet, Massachusetts
Job Description

Motor Skills: Essential functions involve close hand and eye coordination and physical dexterity. Manipulation and motor control under conditions which may require extreme accuracy may be critical. The manual skills required are comparable to those which might be needed to operate safety vehicles or department equipment often under adverse weather and/or road conditions on a 24/7 basis.

Visual Skills: Position requires the employee to routinely read and interpret written documents, computer screens, and reports for understanding and analytical purposes. The employee is routinely required to determine color differences.

This job description does not constitute an employment agreement between the employer and employee, and is subject to change by the employer, as the needs of the employer and requirements of the job change.

TOWN OF WELLFLEET

PUBLIC HEARING

In accordance with MGL Chapter 130 Sections 52, 57, 58, 59, 60, 62, and 68 and all applicable Town Shellfish Regulations, notice is hereby given that the Wellfleet Selectboard will hold a hybrid public hearing in person and on Zoom on January 31, 2023, at 7:00 p.m. to consider the following:

- 1) To correct an oversight in the non-issuance of a grant license for grant extension #2006-01B consisting of 0.9 acres on Field Point to Robert LaPointe and to approve his grant renewal from October 25, 2011, until April 30, 2028. This would incorporate the initial two-year term of said license, the first five-year renewal and the next 10-year renewal period that should have been issued for this grant license.
- 2) Application received 12/22/2022 for the transfer of shellfish grant license #s 01-02, 2000-7 and 2000-7 Ext consisting of a total of three acres on Field Point from Shea Murphy (Wellfleet, MA) to Shea Murphy and Saruta Murphy (Wellfleet, MA).
- 3) Application received 1/3/2023 for a grant extension (to be numbered #2000-2 ext.) to shellfish grant license #2000-2 consisting of approximately 1.08 acres on Egg Island from Stephen Pickard (Wellfleet, MA), Iris Pickard (Wellfleet, MA) and Benjamin Pickard (Wellfleet, MA).
- 4) Subdividing two three-acre grants (currently license #s 01-06 and 792) in the deep-water area of Indian Neck into four 1.5-acre parcels to then be put up for lottery.
- 5) Application received 1/10/2023 for a grant extension (to be numbered #99-1 Ext) to shellfish grant license #99-1 consisting of approximately .43 acres on Mayo Beach from Angela Osowski (Wellfleet, MA), Robert Mallory (Wellfleet, MA) and Mary Mallory (Wellfleet, MA).

Recommendation of the Shellfish Constable will be available in the January 31, 2023, Selectboard's packet.

In person: 715 Old King's Highway (Adult Community Center)

Join Zoom Meeting

<https://us02web.zoom.us/j/85689604806?pwd=bjplVFFBZzViQ0xNWkZKMm9iMVdrdz09>

Meeting ID: 856 8960 4806 ~ Passcode: 611877 ~Dial by your location; +1 929 205 6099 US (New York)

WELLFLEET SELECTBOARD



SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: January 31, 2023

IV

PUBLIC HEARINGS

~ A ~

REQUESTED BY:	Shellfish Constable Nancy Civetta
DESIRED ACTION:	Approve the transfer of grant license #'s 01-02, 2000-7, and 2000-7 EXT.
PROPOSED MOTION:	I move to transfer grant license #'s 01-02, 2000-7, and 2000-7ext consisting of a total of three acres on Field Point from Shea Murphy o Shea Murphy and Saruta Murphy.
SUMMARY:	
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition (s):
VOTED:	

- 1) To correct an oversight in the non-issuance of a grant license for grant extension #2006-01B consisting of 0.9 acres on Field Point to Robert LaPointe and to approve his grant renewal from October 25, 2011, until April 30, 2028. This would incorporate the initial two-year term of said license, the first five-year renewal and the next 10-year renewal period that should have been issued for this grant license.
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- 4) Subdividing two three-acre grants (currently license #s 01-06 and 792) in the deep-water area of Indian Neck into four 1.5-acre parcels to then be put up for lottery.
- 5) Application received 1/10/2023 for a grant extension (to be numbered #99-1 Ext) to shellfish grant license #99-1 consisting of approximately .43 acres on Mayo Beach from Angela Osowski (Wellfleet, MA), Robert Mallory (Wellfleet, MA) and Mary Mallory (Wellfleet, MA).



Wellfleet Shellfish Department



300 Main Street, Wellfleet, Massachusetts 02667

January 26, 2023

To: Selectboard Members
Re: Grant transfer recommendation
From: Nancy Civetta, Shellfish Constable

Dear Selectboard members:

I received an application dated 12/22/2022 for the transfer of shellfish grant license #s 01-02, 2000-7 and 2000-7 Ext consisting of three (3) acres on Field Point from Shea Murphy (Wellfleet, MA) to Shea Murphy and Saruta Murphy (Wellfleet, MA).

Saruta Murphy meets all of the eligibility and qualification requirements of our regulations to be named to these grants. She has worked with Shea on his grants at least as long as I have been Shellfish Constable. She has been working the wild fishery for at least five years as well. Her experience is well documented by the Shellfish Department.

I reviewed the annual grant reports for grant license #s 01-02, 2000-7 and 2000-7 Ext and compared them with the grant inspections we conducted to ensure this grant was meeting minimum production requirements. It is.

I reviewed both of their state commercial shellfishing permits with the Mass. Division of Marine Fisheries and confirmed that they are in good standing. Shea Murphy's propagation permit is also in good standing.

I recommend that shellfish grant license #s 01-02, 2000-7 and 2000-7 Ext be transferred from Shea Murphy to Shea Murphy and Saruta Murphy.

Attached please find the transfer application and other required documentation.

Respectfully submitted,

Nancy Civetta
Shellfish Constable



SLK

TRANSFER ^(NC)
addition

RCUT (NC)
12-22-2022

APPLICATION FOR TRANSFER OF SHELLFISH GRANT LICENSE

Date: 12-22-22

To: Town of Wellfleet Selectboard
300 Main Street
Wellfleet, MA 02667

I/We hereby request ^{TRANSFER}_{addition} of Shellfish Grant License # 9 01-02, 2000-7 + 2000-7
_{ext}

From Shea Murphy

To Shea Murphy + Saruta Murphy

Said grant license is located at Field Point, in Wellfleet, MA

and consisting of 1+1+1=3 acres acres, as shown on a plan prepared
by Slade Associates and dated 11/2/2000 and 7/13/2000

Shea Murphy

Saruta Murphy

Signature

Signature

Signature

Shea Murphy

Saruta Murphy

Name

Name

Name

20 Daniels drive

20 Daniels drive

Mailing Address

Mailing Address

Mailing Address

Wellfleet ma 02667

wellfleet MA 02667

774-216-9072

774-216-0466

Telephone

Telephone

Telephone

Smurphy218@hotmail.com

leksaruta@hotmail.com

Email

Email

Email

Dear Board of selectmen

I would like to request that Saruta Murphy of 20 Daniels drive, Wellfleet, MA be legally added to my shellfish lease grants 01-02, 2000-7, 2000-7EXT.

I have had the pleasure of Saruta's assistance on my lease since 2017. I have found her to be competent, dependable and hardworking with a passion for aquaculture.

Saruta is a great partner and I know she will treat the land with respect and love.

sincerely

Shea Murphy

SARUTA MURPHY

TOWN OF WELLFLEET SHELLFISH DEPARTMENT
CHECK LIST FOR AQUACULTURE LEASE APPLICANT

- Applicant is a domiciled resident of Wellfleet, as that is defined in Section 1 of our regulations.
- Applicant is 18 years of age or older.
- Approval of this application will not result in the applicant having more than 7 acres leased to them for aquaculture within the Town's waters.
- All other licensees named to the grant have given written approval for the applicant to be included on their lease. If a corporation is the current lease holder, all persons who are members of the corporation must submit their written approval.
- At this time, there are no more than three lease holders named to the lease.

MA

If applicant is applying for a lease on private property, permission from the owner has been obtained.

The applicant has held and been documented by the Shellfish Department using a Wellfleet commercial shellfishing permit during a period of at least three (3) of the four (4) calendar years preceding the date of application for this license. Applicant shall submit copies of state-filed catch reports, OR,

The applicant demonstrates experience in shellfish propagation and aquaculture, continuously, over at least three (3) years preceding the date of application, documented by the Shellfish Department.

Shea →

This shall be supported by a letter from a license holder who employed the applicant describing the type of work performed and any other information which might be relevant.

The applicant shall present a detailed five-year business plan for how s/he intends to use the grant, including shellfish species, amounts and sizes, and gear to be used, access routes and any other information relevant to proposed operations.

MA

For any proposed new grants or extensions, approximate coordinates and a map should be reviewed by the Shellfish Constable, including a site visit, and provided in the documentation for the Selectboard.

The applicant has received and agreed in writing to comply with the current version of the Town's Shellfish Policy and Regulations.

The applicant acknowledges that s/he will also be held responsible to and will familiarize him/herself with [MGL Ch. 130](#) and [CMR 322](#), as well as the most recent [SEMAC Best Management Practices](#), [DMF's vibrio control plan](#), [National Shellfish Sanitation Program's Guide](#)

and [DPH's Regulations for Fish and Fishery Products](#), as they apply to the harvest of shellfish governing his/her business operations.

The applicant does not show a pattern of violations of Wellfleet's Shellfishing Policy and Regulations within the last three (3) years.

FROM WELLFLEET SHELLFISH POLICY AND REGULATIONS

SECTION 1: DEFINITIONS

Aquaculture License - An authorization, granted by a vote of the Board of Selectmen, to utilize a specific tract of land, under coastal waters (1) to plant and grow shellfish using in-bottom or off-bottom culture; (2) to place shellfish in or under protective devices affixed directly to the tidal flats or land under Wellfleet's coastal waters, such as boxes, pens, trays, bags or nets; (3) to harvest and take legal shellfish; (4) to plant cultch for the purpose of catching shellfish seed; and (5) to grow shellfish by means of racks, rafts or floats ([MGL Chapter 130; Section 57](#)).

Licensed Area (Grant) - a designated bottom area, certified by the Division of Marine Fisheries (DMF) and licensed by a vote of the Board of Selectmen, on which the licensee may plant, grow and harvest shellfish ([MGL Chapter 130; Sections 57 & 68](#)).

Resident - A declared resident of the Town of Wellfleet. Written proof that Wellfleet is the domicile as well as the legal residence of the applicant shall be required to the satisfaction of the Shellfish Constable and Board of Selectmen. Domicile will be established after one year of residency in Wellfleet is demonstrated. Proof of legal residence may include voter registration, automobile registration, driver's license, income tax filings, census data, or passport.

7.8. Issuance of Licenses for Aquaculture

7.8.1. Eligibility Requirements: Licenses shall only be issued to domiciled residents (See Sec. 1 Definitions) of the Town, 18 years of age or older, who have the knowledge and experience to fulfill the responsibilities specified in the license, provided that the applicant has held and been documented by the Shellfish Department using a Wellfleet commercial shellfishing permit during a period of at least three (3) of the four (4) calendar years preceding the date of application for a license. Applicant shall submit copies of state-filed catch reports. OR, provided the applicant demonstrates experience in shellfish propagation and aquaculture, continuously, over at least three (3) years preceding the date of application, documented by the Shellfish Department. This shall be supported by a letter from a license holder who employed the applicant describing the type of work performed and any other information which might be relevant. The applicant shall present a detailed five-year business plan for how s/he intends to use the grant, including shellfish species, amounts and sizes, and gear to be used, access routes and any other information relevant to proposed operations. In addition, any applicant shall not show a pattern of violations of Wellfleet's Shellfishing Policy and Regulations within the last three (3) years.

At such time as a licensee ceases to be a domiciled resident of the Town that individual shall be removed from the license. The status of all other licensees will not change. If that licensee is the sole licensee then the license shall be revoked.

Lele

To: Wellfleet Selectboard

From: Sarota Murphy

Date: 12/22/22

I, Sarota Murphy, agree to comply with the Town of Wellfleet's Shellfishing Policy and Regulations and assume full responsibility for understanding and adhering to all federal and state regulations as they apply to shellfish propagation, harvest and sales.

Sincerely,

A handwritten signature in blue ink, appearing to read "Sarota Murphy", written in a cursive style.



SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: January 31, 2023

IV

PUBLIC HEARINGS

~ B ~

REQUESTED BY:	Shellfish Constable Nancy Civetta
DESIRED ACTION:	To rectify the oversight in the non-issuance of a grant license #2006-01B for Robert LaPointe by approving a renewal
PROPOSED MOTION:	I move to rectify the oversight in the non-issuance of a grant license #2006-01B for Robert LaPointe by approving a renewal of this grant from October 25, 2011 through April 30, 2028.
SUMMARY:	
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____

TOWN OF WELLFLEET
PUBLIC HEARING

In accordance with MGL Chapter 130 Sections 52, 57, 58, 59, 60, 62, and 68 and all applicable Town Shellfish Regulations, notice is hereby given that the Wellfleet Selectboard will hold a hybrid public hearing in person and on Zoom on January 31, 2023, at 7:00 p.m. to consider the following:

- 1) To correct an oversight in the non-issuance of a grant license for grant extension #2006-01B consisting of 0.9 acres on Field Point to Robert LaPointe and to approve his grant renewal from October 25, 2011, until April 30, 2028. This would incorporate the initial two-year term of said license, the first five-year renewal and the next 10-year renewal period that should have been issued for this grant license.
- 2) Application received 12/22/2022 for the transfer of shellfish grant license #s 01-02, 2000-7 and 2000-7 Ext consisting of a total of three acres on Field Point from Shea Murphy (Wellfleet, MA) to Shea Murphy and Saruta Murphy (Wellfleet, MA).
- 3) Application received 1/3/2023 for a grant extension (to be numbered #2000-2 ext.) to shellfish grant license #2000-2 consisting of approximately 1.08 acres on Egg Island from Stephen Pickard (Wellfleet, MA), Iris Pickard (Wellfleet, MA) and Benjamin Pickard (Wellfleet, MA).
- 4) Subdividing two three-acre grants (currently license #s 01-06 and 792) in the deep-water area of Indian Neck into four 1.5-acre parcels to then be put up for lottery.
- 5) Application received 1/10/2023 for a grant extension (to be numbered #99-1 Ext) to shellfish grant license #99-1 consisting of approximately .43 acres on Mayo Beach from Angela Osowski (Wellfleet, MA), Robert Mallory (Wellfleet, MA) and Mary Mallory (Wellfleet, MA).

Recommendation of the Shellfish Constable will be available in the January 31, 2023, Selectboard's packet.

In person: 715 Old King's Highway (Adult Community Center)

Join Zoom Meeting

<https://us02web.zoom.us/j/85689604806?pwd=blplVFFBZzViQ0xNWkZKMm9iMVdrdz09>

Meeting ID: 856 8960 4806 ~ Passcode: 611877 ~Dial by your location; +1 929 205 6099 US (New York)

WELLFLEET SELECTBOARD



Wellfleet Shellfish Department



300 Main Street, Wellfleet, Massachusetts 02667

DATE: January 27, 2023
TO: Selectboard Members
FROM: Nancy Civetta, Shellfish Constable
RE: Robert LaPointe shellfish grant extension license for grant #2006-01B

Dear Selectboard members,

I scheduled this public hearing to address an error that the Town made regarding Robert LaPointe's license for shellfish grant extension #2006-01B consisting of 0.9 acres on Field Point. Although Bob went through all of the steps to permit and certify this extension after the Selectboard approved it on October 25, 2011, the Town never issued him a license for it.

Bob came to me to inquire about what happened to this grant early last year. I had him bring me all of the documentation he had in his files:

- Certification by Mass. Division of Marine Fisheries (MADMF)
- Permit from the Army Corps of Engineers
- Approval from the Wellfleet Conservation Commission
- Maps and Coordinates

When I brought these documents to his file in Town Hall, I found that he had already submitted all of the correct paperwork, and it was all in his correspondence file in his file at the Principal Clerk's office. However, his license had never been issued by the Town. He immediately paid grant fees for it going back to its issuance in 2012 = \$275 through 2022. The Principal Clerk position has been vacant since mid-March last year, so his license still has not been issued.

This is not the only discrepancy I am finding in the shellfish grant documents in Town Hall. Here are examples of anomalies I have found:

- A shellfish grant license with the same exact coordinates as a neighboring grant. (The coordinates from the 2012 northerly and southerly shellfish grant survey conducted by Slade Assoc. that we have in the Shellfish Department's GPS are correct, however.)
- A deep-water Indian Neck shellfish grant license with Conservation Commission order of conditions directing the grant holder to access the grant via the Indian Neck parking lot landing by Chipman's Cove. (That would require them to drive around the breakwater and through the Indian Neck recreational area! It should say by boat or Omaha Rd.)

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- Shellfish grant licenses that have never been updated to remove someone's name or add a name, going back many years. (We are trying to correct these now.)
- An empty grant which had never been brought to a lottery. (95-16 was just awarded to Ross Scherma.)

And these are not the only issues we discovered with grant licenses and Town records. Communication records between the Principal Clerk, the Shellfish Constable and MADMF regarding shellfish grants are often lacking or no action was taken.

ANOTHER SIDE NOTE FOR FUTURE WORK TOGETHER:

We are now aware of these problems and will rectify them from now on. My department has been creative and industrious in trying to take on some of the Principal Clerk responsibilities, at least in correcting some of the situations outlined above and in getting people their new licenses so that they can use their farms. However, the hiring of a Principal Clerk, or the creation of a position here at the Shellfish Department to take on these duties, is imperative to the success and smooth operation of Wellfleet's aquaculture industry. I believe that we should also lay out a process in our regulations for how and when grant licenses are issued and when grant payments begin, so that whoever is hired and all shellfish farmers understand the steps required, and the Town ensures that licenses are issued correctly and grant payments are collected

In addition, the state is now requiring that all licenses have actual boundary coordinates as opposed to metes and bounds and descriptors of feet between points. This means that at each grant license renewal or transfer, or when we correct errors in grant licenses, we will now be required to remove old language and add the actual boundary coordinates that we have in our GPS data, which comes from a Slade Associates complete northern and southern aquaculture grant survey done in 2012, as mentioned above.

At this point, we need to correct this Town oversight, I recommend that you approve Robert LaPointe's grant renewals from the date of his Selectboard approval of October 25, 2011, until April 30, 2028. This would incorporate the initial two-year term of said license, the first five-year renewal and the next 10-year renewal period that should have been issued for this grant license. He has already paid grant fees through last year, so he is up-to-date on his end. In the absence of a Principal Clerk, the Shellfish Department will be responsible for issuing the shellfish grant extension license for #2006-01B.

Thank you for your thoughtful consideration of all of this.

Sincerely,



Nancy Civetta
Shellfish Constable



Wellfleet Shellfish Department



300 Main Street, Wellfleet, Massachusetts 02667

DATE: January 27, 2023
TO: Selectboard Members
FROM: Nancy Civetta, Shellfish Constable
RE: Egg Island grant extension requests and regulation 7.4 Location of Areas Licensed for Aquaculture (Grants)

Dear Selectboard members:

Regarding the following two Egg Island extension requests:

- CONTINUED FROM NOVEMBER 22, 2022 ~ Application received 10/13/2022 for a grant extension (to be numbered #2000-6 ext.) to shellfish grant license #2000-6 consisting of approximately 1.2 acres on Egg Island from Nick Sirucek (Wellfleet, MA). HEARING CONTINUED TO JANUARY 31, 2023

~and~

Application received 1/3/2023 for a grant extension (to be numbered #2000-2 ext.) to shellfish grant license #2000-2 consisting of approximately 1.08 acres on Egg Island from Stephen Pickard (Wellfleet, MA), Iris Pickard (Wellfleet, MA) and Benjamin Pickard (Wellfleet, MA)

I am going to recommend that you take NO ACTION. The regulation is poorly written and puts most of the grants currently on Egg Island out of compliance with the regulation as it stands now.

~~

7.4. Location of Areas Licensed for Aquaculture (Grants)

Grants may be located in the following areas:

Area 1: On tidal flats off Mayo Beach and Chequessett Neck from the eastern boundary of the Town property at Powers Landing to the Town Pier and at least three hundred (300) feet northward of a line from the seaward end of the Breakwater to the easternmost tip of Great Island, except in the area above mean low water on Egg Island.

~~

The Sirucek request is above mean low water, and the Pickard request is located to the west of the eastern boundary of Powers Landing. See attached map. I would ask that you allow me to work with Shellfish Advisory Board to craft a new boundary description for Egg Island on its own to reflect what is actually going on in the field.

It is the Shellfish Department's belief that this regulation was written to protect the wild shellfishing areas on Egg Island. The department also believes that the two Egg Island

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Fax (508) 349-0305

grant extension requests before you are reasonable, especially given that they are nestled between already existing aquaculture areas. In the department's eyes, a more specific regulation regarding the definition of Egg Island itself and where grants are allowed to be located there is necessary in order to bring existing grants into compliance with our regulations, protect the wild shellfishing areas and provide for a limit on the amount of potential aquaculture expansion.

If you desire to change the regulation, we can do that through a community discussion at Shellfish Advisory Board, taking all input into consideration before bringing it back to you for review and decision-making.

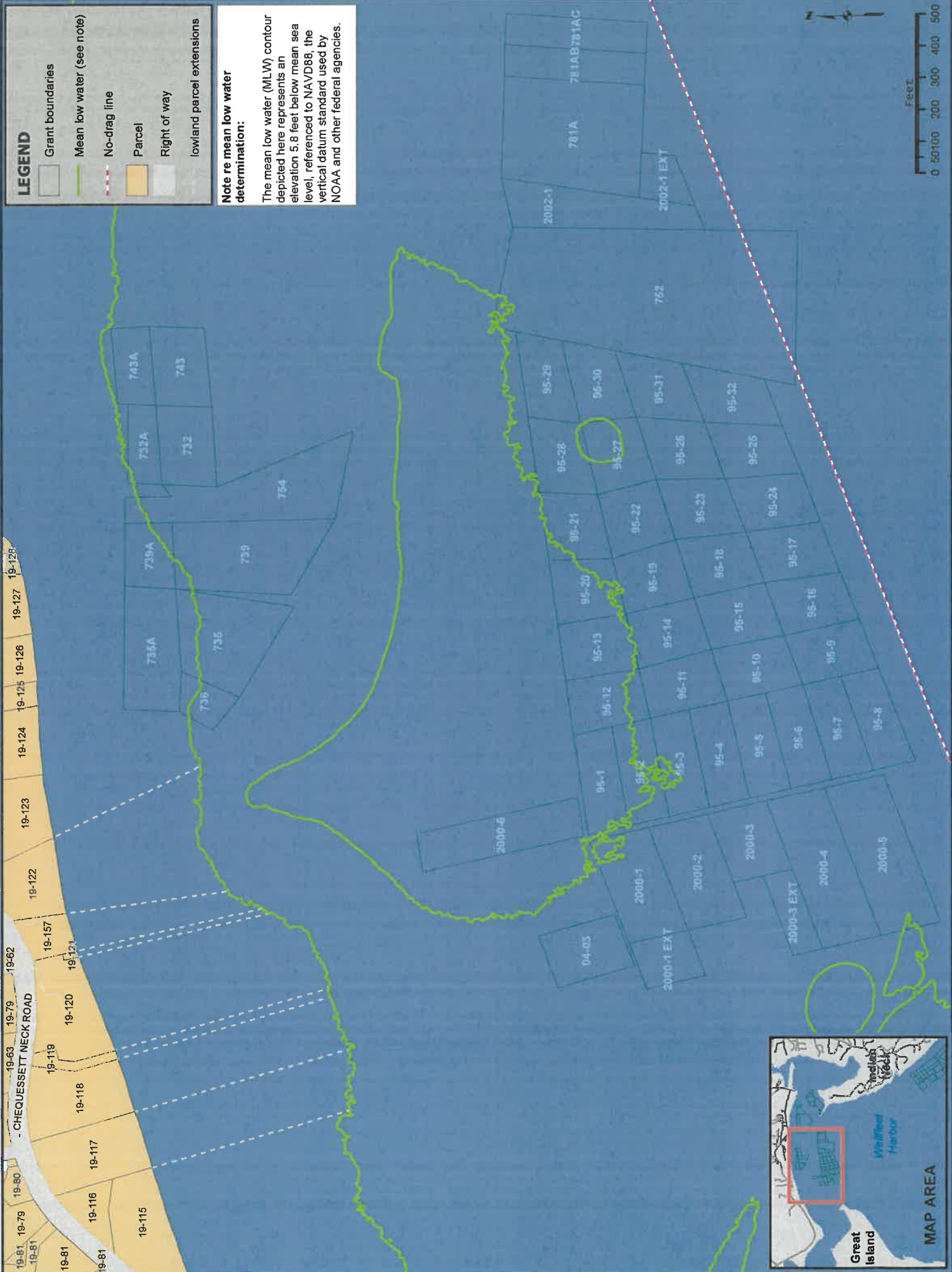
For now, I recommend that you take no action and continue both of these public hearings until April 4, 2023.

Thank you,

A handwritten signature in cursive script, appearing to read "Nancy Civetta".

Nancy Civetta
Shellfish Constable

Aquaculture Grants and Mean Low Water Elevation – Egg Island, Wellfleet



LEGEND

- Grant boundaries
- Mean low water (see note)
- No-drag line
- Parcel
- Right of way
- lowland parcel extensions

Note re mean low water determination:

The mean low water (MLW) contour depicted here represents an elevation 5.8 feet below mean sea level, referenced to NAVD88, the vertical datum standard used by NOAA and other federal agencies.





SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: January 31, 2023



PUBLIC HEARINGS

~ C ~

REQUESTED BY:	Shellfish Constable Nancy Civetta
DESIRED ACTION:	Take no action in the proposed shellfish grant license extension #2006-6 ext on Egg Island for Nick Sirucek
PROPOSED MOTION:	I move to continue the public hearing for grant license extension #2000-06 ext consisting of approximately one acre on Egg Island for Nick Sirucek to April 4, 2023.
SUMMARY:	
Project	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____



SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: January 31, 2023



PUBLIC HEARINGS ~ D ~

REQUESTED BY:	Shellfish Constable Nancy Civetta
DESIRED ACTION:	Take no action on the proposed shellfish grant license extension #2000-2 EXT on Egg Island for Stephen, Iris, and Ben Pickard.
PROPOSED MOTION: Summary:	I move to continue the public hearing for grant license extension #2000-2 EXT consisting of a total of approximately 1.08 acres on Egg Island for Stephen, Iris, and Ben Pickard to April 4, 2023
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____



SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: January 31, 2023

IV

PUBLIC HEARINGS

~ E ~

REQUESTED BY:	Shellfish Constable Nancy Civetta
DESIRED ACTION:	To vote on potential grant extension for grant #99-1 on Mayo Beach for Angela Osowski, Robert and Mary Mallory
PROPOSED MOTION:	I move to deny Angela Osowski's and Robert and Mary Mallory's request for grant extension #99-1 ext on Mayo Beach
SUMMARY:	
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____

TOWN OF WELFLEET
PUBLIC HEARING

In accordance with MGL Chapter 130 Sections 52, 57, 58, 59, 60, 62, and 68 and all applicable Town Shellfish Regulations, notice is hereby given that the Wellfleet Selectboard will hold a hybrid public hearing in person and on Zoom on January 31, 2023, at 7:00 p.m. to consider the following:

- 1) To correct an oversight in the non-issuance of a grant license for grant extension #2006-01B consisting of 0.9 acres on Field Point to Robert LaPointe and to approve his grant renewal from October 25, 2011, until April 30, 2028. This would incorporate the initial two-year term of said license, the first five-year renewal and the next 10-year renewal period that should have been issued for this grant license.
- 2) Application received 12/22/2022 for the transfer of shellfish grant license #s 01-02, 2000-7 and 2000-7 Ext consisting of a
- 3) total of three acres on Field Point from Shea Murphy (Wellfleet, MA) to Shea Murphy and Saruta Murphy (Wellfleet, MA).
- 4) Application received 1/3/2023 for a grant extension (to be numbered #2000-2 ext.) to shellfish grant license #2000-2 consisting of approximately 1.08 acres on Egg Island from Stephen Pickard (Wellfleet, MA), Iris Pickard (Wellfleet, MA) and Benjamin Pickard (Wellfleet, MA).
- 5) Subdividing two three-acre grants (currently license #s 01-06 and 792) in the deep-water area of Indian Neck into four 1.5-acre parcels to then be put up for lottery.
- 6) Application received 1/10/2023 for a grant extension (to be numbered #99-1 Ext) to shellfish grant license #99-1 consisting of approximately .43 acres on Mayo Beach from Angela Osowski (Wellfleet, MA), Robert Mallory (Wellfleet, MA) and Mary Mallory (Wellfleet, MA).

Recommendation of the Shellfish Constable will be available in the January 31, 2023, Selectboard's packet.

In person: 715 Old King's Highway (Adult Community Center)

Join Zoom Meeting

<https://us02web.zoom.us/j/85689604806?pwd=blplVFFBZzViQ0xNWkZKMm9iMVdrdz09>

Meeting ID: 856 8960 4806 ~ Passcode: 611877 ~Dial by your location; +1 929 205 6099 US (New York)

WELFLEET SELECTBOARD



Wellfleet Shellfish Department



300 Main Street, Wellfleet, Massachusetts 02667

DATE: January 27, 2023
TO: Selectboard Members
FROM: Nancy Civetta, Shellfish Constable
RE: Angela Osowski, Robert and Mary Mallory grant #99-1 extension request

Dear Selectboard members,

I received an application from Angela Osowski, Robert Mallory and Mary Mallory on January 10, 2023, requesting a shellfish grant license extension on Mayo Beach (#99-1 ext) totaling approximately 0.43 acres. It was delivered by Stephen Pickard, and I let him know that there could be a discrepancy with this area because I had documents that showed that this area had already been granted as an extension to the Taylors, whose grant neighbors this grant to the west. I explained that I would likely not be able to recommend this extension. He said he wanted to bring it to the Selectboard for decision-making. I scheduled the public hearing.

Rebecca and Myron Taylor are in the same situation as Stephen, Iris and Ben Pickard. They were previously granted an extension to their grant by the Selectboard on May 13, 2002. However, they also never completed the paperwork, so I contacted the Mass. Division of Marine Fisheries (MADMF) about what to do given that a different party had now put in an application for the same area. I was advised to bring this to the Selectboard for decision-making. Please read the attached email from MADMF Aquaculture Specialist Chrissy Petitpas, including all the Taylor documents the state has on file. The Town also has these documents on file. Please note that the state does not have a license for the Taylors' other grant, #734A, on file. In the absence of a Principal Clerk, I will make sure to rectify this situation and send the Taylor's current licenses for #734 and #734A to MADMF.

Becca and I have been in discussion about this extension for a couple of years now. She showed me maps and Selectboard minutes approving the grant extension and has been continuing to research her family's files to try and find more documents related to it. I found some of the same documents from 2002 in the Shellfish Dept. office. Either way, it is now clear that her father, Myron, never completed the paperwork, even though they have been using the grant extension since 2002. In hindsight, instead of waiting for Becca to locate the documents proving she had the extension, I should have just told her to re-apply for the extension as I did with the Pickards. I believe that is the fair thing to do.

I can't recommend approving this extension for Osowski-Mallory when the Town has documents demonstrating that it had been previously given to the Taylors.

Sincerely,

wellfleet-ma.gov/shellfish-department

Phone (508) 349-0325



Fax (508) 349-0305

Nancy Civetta, Shellfish Constable

RCVD 1.10.2023

APPLICATION FOR SHELLFISH GRANT LICENSE

DATE: January 9th 2023

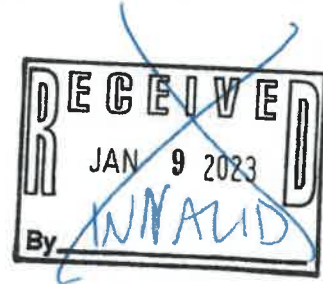
This request is being made under Chapter 130, Sections 57 & 59.

Name	Angela Osowski	Robert & Mary Mallory
Address	25 Holbrook Ave/Box 2147 Wellfleet, Ma 02667	57 Freedjum Rd/Box 84 S. Wellfleet 02663

Telephone 508-364-1034 (cell) 508-349-6417 (home)

Approximate location of proposed grant license area:
East end of Mayo Beach

Desired size of proposed grant license area:
0.43 Acres



GENERAL INFORMATION

Previous shellfishing experience:

Angela Osowski
Grant holder for 7 years
Shellfish License holder
for 18 years

Robert Mallory
Grant holder for 27 years
Shellfish License holder
for 70 years 1953

Mary Mallory
Grant holder for 24 years

How long have you had a shellfish permit (commercial/non-commercial)?
Angela 18 years Robert 70 years

How long have you lived in Wellfleet?
Domicile of Wellfleet for 35 years, 71 years, 71 years

Comments:

Signature of Applicant

[Handwritten signature]
Robert Mallory
Mary Mallory

Shellfish Constable

[Handwritten signature]

ANGIE OSOWSKI

TOWN OF WELLFLEET SHELLFISH DEPARTMENT
CHECK LIST FOR AQUACULTURE LEASE APPLICANT

- Applicant has paid \$175 advertising fee for public hearing.
- Applicant is a domiciled resident of Wellfleet, as that is defined in Section 1 of our regulations.
- Applicant is 18 years of age or older.
- Approval of this application will not result in the applicant having more than 7 acres leased to them for aquaculture within the Town's waters.
- All other licensees named to the grant have given written approval for the applicant to be included on their lease. If a corporation is the current lease holder, all persons who are members of the corporation must submit their written approval.
- At this time, there are no more than three lease holders named to the lease.
- If applicant is applying for a lease on private property, permission from the owner has been obtained. *NIA MAYOR BEACH IS TOWN-OWNED.*
- The applicant has held and been documented by the Shellfish Department using a Wellfleet commercial shellfishing permit during a period of at least three (3) of the four (4) calendar years preceding the date of application for this license. Applicant shall submit copies of state-filed catch reports, OR,
- The applicant demonstrates experience in shellfish propagation and aquaculture, continuously, over at least three (3) years preceding the date of application, documented by the Shellfish Department.
- This shall be supported by a letter from a license holder who employed the applicant describing the type of work performed and any other information which might be relevant. *NIA CURRENT GRANT HOLDER*
- The applicant shall present a detailed five-year business plan for how s/he intends to use the grant, including shellfish species, amounts and sizes, and gear to be used, access routes and any other information relevant to proposed operations.
- For any proposed new grants or extensions, approximate coordinates and a map should be reviewed by the Shellfish Constable, including a site visit, and provided in the documentation for the Selectboard.
- The applicant has received and agreed in writing to comply with the current version of the Town's Shellfish Policy and Regulations.
- The applicant acknowledges that s/he will also be held responsible to and will familiarize him/herself with [MGL Ch. 130](#) and [CMR 322](#), as well as the most recent [SEMAC Best](#)

[Management Practices](#), [DMF's vibrio control plan](#), [National Shellfish Sanitation Program's Guide](#) and [DPH's Regulations for Fish and Fishery Products](#), as they apply to the harvest of shellfish governing his/her business operations.

- The applicant does not show a pattern of violations of Wellfleet's Shellfishing Policy and Regulations within the last three (3) years.

FROM WELLFLEET SHELLFISH POLICY AND REGULATIONS

SECTION 1: DEFINITIONS

Aquaculture License - An authorization, granted by a vote of the Board of Selectmen, to utilize a specific tract of land, under coastal waters (1) to plant and grow shellfish using in-bottom or off-bottom culture; (2) to place shellfish in or under protective devices affixed directly to the tidal flats or land under Wellfleet's coastal waters, such as boxes, pens, trays, bags or nets; (3) to harvest and take legal shellfish; (4) to plant cultch for the purpose of catching shellfish seed; and (5) to grow shellfish by means of racks, rafts or floats ([MGL Chapter 130; Section 57](#)).

Licensed Area (Grant) - a designated bottom area, certified by the Division of Marine Fisheries (DMF) and licensed by a vote of the Board of Selectmen, on which the licensee may plant, grow and harvest shellfish ([MGL Chapter 130; Sections 57 & 68](#)).

Resident - A declared resident of the Town of Wellfleet. Written proof that Wellfleet is the domicile as well as the legal residence of the applicant shall be required to the satisfaction of the Shellfish Constable and Board of Selectmen. Domicile will be established after one year of residency in Wellfleet is demonstrated. Proof of legal residence may include voter registration, automobile registration, driver's license, income tax filings, census data, or passport.

7.8. Issuance of Licenses for Aquaculture

7.8.1. Eligibility Requirements: Licenses shall only be issued to domiciled residents (See Sec.1 Definitions) of the Town, 18 years of age or older, who have the knowledge and experience to fulfill the responsibilities specified in the license, provided that the applicant has held and been documented by the Shellfish Department using a Wellfleet commercial shellfishing permit during a period of at least three (3) of the four (4) calendar years preceding the date of application for a license. Applicant shall submit copies of state-filed catch reports. OR, provided the applicant demonstrates experience in shellfish propagation and aquaculture, continuously, over at least three (3) years preceding the date of application, documented by the Shellfish Department. This shall be supported by a letter from a license holder who employed the applicant describing the type of work performed and any other information which might be relevant. The applicant shall present a detailed five-year business plan for how s/he intends to use the grant, including shellfish species, amounts and sizes, and gear to be used, access routes and any other information relevant to proposed operations. In addition, any applicant shall not show a pattern of violations of Wellfleet's Shellfishing Policy and Regulations within the last three (3) years.

At such time as a licensee ceases to be a domiciled resident of the Town that individual shall be removed from the license. The status of all other licensees will not change. If that licensee is the sole licensee then the license shall be revoked.

ROBERT MULLOY

TOWN OF WELLFLEET SHELLFISH DEPARTMENT
CHECK LIST FOR AQUACULTURE LEASE APPLICANT

- Applicant has paid \$175 advertising fee for public hearing. Yes via CO-GRANT HOLDER ANGIE OSOWSKI
- Applicant is a domiciled resident of Wellfleet, as that is defined in Section 1 of our regulations.
- Applicant is 18 years of age or older.
- Approval of this application will not result in the applicant having more than 7 acres leased to them for aquaculture within the Town's waters.
- All other licensees named to the grant have given written approval for the applicant to be included on their lease. If a corporation is the current lease holder, all persons who are members of the corporation must submit their written approval.
- At this time, there are no more than three lease holders named to the lease.
- NIA If applicant is applying for a lease on private property, permission from the owner has been obtained. MAYO BEACH IS TOWN-OWNED.
- The applicant has held and been documented by the Shellfish Department using a Wellfleet commercial shellfishing permit during a period of at least three (3) of the four (4) calendar years preceding the date of application for this license. Applicant shall submit copies of state-filed catch reports, OR,
- The applicant demonstrates experience in shellfish propagation and aquaculture, continuously, over at least three (3) years preceding the date of application, documented by the Shellfish Department.
- NIA This shall be supported by a letter from a license holder who employed the applicant describing the type of work performed and any other information which might be relevant. CURRENT GRANT HOLDER
- The applicant shall present a detailed five-year business plan for how s/he intends to use the grant, including shellfish species, amounts and sizes, and gear to be used, access routes and any other information relevant to proposed operations.
- For any proposed new grants or extensions, approximate coordinates and a map should be reviewed by the Shellfish Constable, including a site visit, and provided in the documentation for the Selectboard.
- The applicant has received and agreed in writing to comply with the current version of the Town's Shellfish Policy and Regulations.
- The applicant acknowledges that s/he will also be held responsible to and will familiarize him/herself with [MGL Ch. 130](#) and [CMR 322](#), as well as the most recent [SEMAC Best](#)

[Management Practices](#), [DMF's vibrio control plan](#), [National Shellfish Sanitation Program's Guide](#) and [DPH's Regulations for Fish and Fishery Products](#), as they apply to the harvest of shellfish governing his/her business operations.

The applicant does not show a pattern of violations of Wellfleet's Shellfishing Policy and Regulations within the last three (3) years.

FROM WELLFLEET SHELLFISH POLICY AND REGULATIONS

SECTION 1: DEFINITIONS

Aquaculture License - An authorization, granted by a vote of the Board of Selectmen, to utilize a specific tract of land, under coastal waters (1) to plant and grow shellfish using in-bottom or off-bottom culture; (2) to place shellfish in or under protective devices affixed directly to the tidal flats or land under Wellfleet's coastal waters, such as boxes, pens, trays, bags or nets; (3) to harvest and take legal shellfish; (4) to plant cultch for the purpose of catching shellfish seed; and (5) to grow shellfish by means of racks, rafts or floats ([MGL Chapter 130; Section 57](#)).

Licensed Area (Grant) - a designated bottom area, certified by the Division of Marine Fisheries (DMF) and licensed by a vote of the Board of Selectmen, on which the licensee may plant, grow and harvest shellfish ([MGL Chapter 130; Sections 57 & 68](#)).

Resident - A declared resident of the Town of Wellfleet. Written proof that Wellfleet is the domicile as well as the legal residence of the applicant shall be required to the satisfaction of the Shellfish Constable and Board of Selectmen. Domicile will be established after one year of residency in Wellfleet is demonstrated. Proof of legal residence may include voter registration, automobile registration, driver's license, income tax filings, census data, or passport.

7.8. Issuance of Licenses for Aquaculture

7.8.1. Eligibility Requirements: Licenses shall only be issued to domiciled residents (See Sec.1 Definitions) of the Town, 18 years of age or older, who have the knowledge and experience to fulfill the responsibilities specified in the license, provided that the applicant has held and been documented by the Shellfish Department using a Wellfleet commercial shellfishing permit during a period of at least three (3) of the four (4) calendar years preceding the date of application for a license. Applicant shall submit copies of state-filed catch reports. OR, provided the applicant demonstrates experience in shellfish propagation and aquaculture, continuously, over at least three (3) years preceding the date of application, documented by the Shellfish Department. This shall be supported by a letter from a license holder who employed the applicant describing the type of work performed and any other information which might be relevant. The applicant shall present a detailed five-year business plan for how s/he intends to use the grant, including shellfish species, amounts and sizes, and gear to be used, access routes and any other information relevant to proposed operations. In addition, any applicant shall not show a pattern of violations of Wellfleet's Shellfishing Policy and Regulations within the last three (3) years.

At such time as a licensee ceases to be a domiciled resident of the Town that individual shall be removed from the license. The status of all other licensees will not change. If that licensee is the sole licensee then the license shall be revoked.

MARY MALLORY

TOWN OF WELFLEET SHELLFISH DEPARTMENT
CHECK LIST FOR AQUACULTURE LEASE APPLICANT

- Applicant has paid \$175 advertising fee for public hearing. Yes, VIA CO-GRANT HOLDER ANGIE OSOWSKI
- Applicant is a domiciled resident of Wellfleet, as that is defined in Section 1 of our regulations.
- Applicant is 18 years of age or older.
- Approval of this application will not result in the applicant having more than 7 acres leased to them for aquaculture within the Town's waters.
- All other licensees named to the grant have given written approval for the applicant to be included on their lease. If a corporation is the current lease holder, all persons who are members of the corporation must submit their written approval.
- At this time, there are no more than three lease holders named to the lease.
- N/A If applicant is applying for a lease on private property, permission from the owner has been obtained. MAYORBEACH IS TOWN-OWNED.
- The applicant has held and been documented by the Shellfish Department using a Wellfleet commercial shellfishing permit during a period of at least three (3) of the four (4) calendar years preceding the date of application for this license. Applicant shall submit copies of state-filed catch reports, OR,
- The applicant demonstrates experience in shellfish propagation and aquaculture, continuously, over at least three (3) years preceding the date of application, documented by the Shellfish Department.
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- The applicant acknowledges that s/he will also be held responsible to and will familiarize him/herself with [MGL Ch. 130](#) and [CMR 322](#), as well as the most recent [SEMAC Best](#)

[Management Practices](#), [DMF's vibrio control plan](#), [National Shellfish Sanitation Program's Guide](#) and [DPH's Regulations for Fish and Fishery Products](#), as they apply to the harvest of shellfish governing his/her business operations.

The applicant does not show a pattern of violations of Wellfleet's Shellfishing Policy and Regulations within the last three (3) years.

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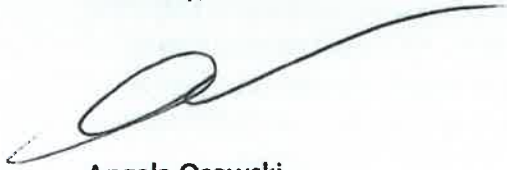
To: Wellfleet Selectboard

From: Angela Osowski, Robert Mallory, and Mary Mallory

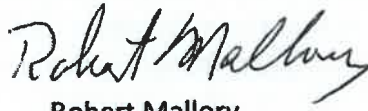
Date: January 9th, 2023

I, Angela Osowski, Robert Mallory, and Mary Mallory, Agree to comply with the Town of Wellfleet's Shellfishing Policy and Regulations and assume full responsibility for understanding and adhering to all federal and state regulations as they apply to shellfish propagation, harvest and sales.

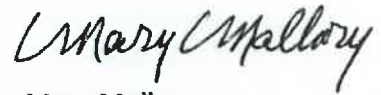
Sincerely,



Angela Osowski



Robert Mallory



Mary Mallory

AQUACULTURE DESCRIPTION FORM

Clear Fields

Name: Last Osowski/Mallory First Angela/Robert & Mary M.I. _____

Business Name (optional): _____

Mailing Address BOX 2147

City/Town Wellfleet State MA ZipCode 02667

Telephone 5083496417 Cell Phone 508-364-1034

E-Mail Address capelobstergirl@gmail.com

A. SITE DESCRIPTION

Location of proposed aquaculture license site(s) and access routes (Include a site map in USGS 1:24,000 or 1:25,000 format with site boundaries clearly outlined and both current and historic Massachusetts Department of Environmental Protection (MassDEP) mapped eelgrass layers depicted on the map. The MA-ShellFAST tool may be used for generating the map and measuring distances/acreage).

City/Town: Wellfleet

Shellfish Growing Area (SGA): CCB 11

of Acres: 0.43

Site boundaries defined by latitude and longitude in decimal degrees (i.e. 42.36115°, -71.057083°):
(#110) 41.92932 -70.03316 (#109) 41.92902 -70.03337 (#113) 41.92833 -70.03322
(#114) 41.92852 -70.0334 (channel) 41.92833 -70.0334 (beach) 41.92932-70.03337

Have you conducted a survey of the site (Y/N)? Yes Date? 1/8/2023

Method of Survey:

Walked site to examine substrate. Same substrate as current grant

Average Depth at Mean Low Tide (MLW): 1 ft

Mean High Tide (MHW): 11 ft

The site is located in an: intertidal area; subtidal area; spans both intertidal and subtidal areas.

What type of sediment or bottom substrate is on the site? (Benthic Habitat Conditions):
sand

Is eelgrass currently present on or within twenty-five (25) ft. of the proposed site¹ (Y/N)? No

If eelgrass is present or currently/historically mapped by DEP within the shellfish growing area, what is the shortest distance to actual or mapped eelgrass from the proposed site? N/A ft.

Are there shellfish currently on the site (Y/N)? No

If yes what species and approximate densities?

Is the proposed grant site located within an Area of Critical Environmental Concern (ACEC) (Y/N)?

No Yes

Is the proposed grant site located within Natural Heritage Endangered Species Project (NHESP) mapped habitat (Y/N)? *If yes, you must submit a MESA Project Review Checklist to NHESP.*

No Yes

Is the proposed grant site located within an Outstanding Resource Waters (Y/N)? No

Is there an Environmental Justice (EJ) population located within 1-mile of the project site (Y/N)?

No

If so, please complete the attached supplement to this form for projects located within 1-mile of EJ populations.

Describe whether alternative locations were considered and identify the siting criteria used to select this site and the characteristics of the site that make it suitable for aquaculture use. It may be helpful for this evaluation to be based on the siting criteria identified in DMF's Shellfish Planting Guidelines and the Army Corps of Engineers General Permit for Aquaculture.

Has the site been used for private shellfish propagation within the last two years (Y/N)? No

Has the site been used for municipal shellfish propagation within the last two years (Y/N)? No

1. Proposed aquaculture license sites with eelgrass present within the footprint or within 25 ft. of eelgrass will not be granted certification by DMF.

B. SPECIES TO BE CULTURED

What species of shellfish do you plan to cultivate? (Select all that apply)

- Eastern Oyster
- Quahog or Hard Clam
- Softshell Clam or Steamer
- Surf Clam
- Razor Clam
- Bay Scallop
- Blue Mussel
- Other _____

Do you propose on-bottom placement of cultch or spat on shell on the site (Y/N)? No



If yes, explain.

C. GEAR

What methods of culture will be used (specify by species if necessary)?

On- bottom Off- bottom submerged Off- bottom floating

Describe the type of gear to be utilized for each species to be cultured, include dimensions (Cages, Racks, Trays, Bags, Nets, Floating): ***Depending on the gear type used, the project may require additional permitting by the Massachusetts Department of Environmental Protection (MassDEP). Consult with your Harbormaster, and if needed, with the MassDEP Waterways Program.***
100' x14' Tenax netting held down with 1/2" rebar & rebar "U" hooks for Quahog racks with bags and aqua trays for oysters

*Include with your submission of this form a site map on a USGS 1:24,000 map with site boundaries clearly outlined and a cross-section schematic of the gear to be deployed on the site. 3

If you will utilize floating gear, what measures will you take to deter birds (bird deterrence plan required)?

- Spikes
- Zip ties
- Kites/streamers
- Faux predators
- Wire cage exclusion
- Sweeps/spinners
- Sonic deterrents
- Other

Please describe your bird deterrence plan:

What methods will you utilize to harvest shellfish? (Hand, Drag, Other) Please describe:
Hand rake and Bull rake

How will the proposed license site be marked? (Buoy color, Type, Lines, Anchor)
20 inch fluorescent yellow balls with grant number affixed with screw anchors

How will you access the license site?

By boat, truck and foot

What equipment do you plan on utilizing to maintain the license site and transport product?

Vehicle: Make: Chevrolet Model: Silverado

Boat: Make: Carolina Skiff Model: 24

Will any accessory structures be used on the license site? (barge, float, upweller, etc.)

No

Will this be a seasonal operation (gear and product removed from site in winter) or year-round?

year-round operation

Please include any additional information here:

All oyster racks and aqua trays will be removed for the winter

D. CUMULATIVE IMPACTS

After voting to grant the site license at a duly advertised public hearing (M.G.L. c.130 §60), the Select Board of the municipality must submit a request for site certification to the Division of Marine Fisheries (DMF). A site inspection that may include a site survey will be performed by DMF. If DMF determines that issuance of the site license and operational activities thereunder will have no substantial adverse impacts to natural resources and existing fisheries, DMF will issue a conditional certification letter to the municipality and include a summary table that identifies other existing and conditionally certified aquaculture sites, gear types, and acreage within the same embayment as the proposed site.

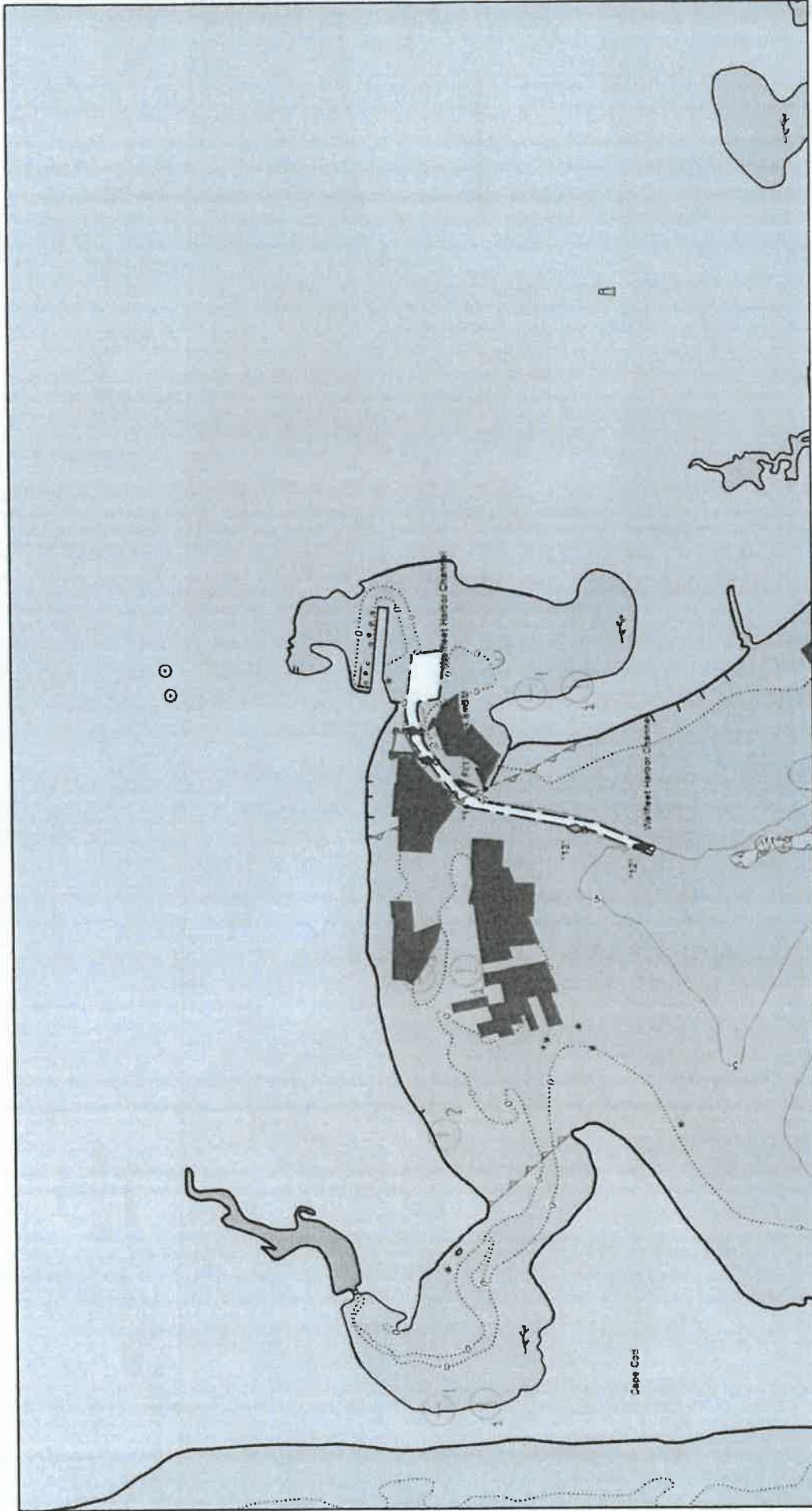
This table will be used to assess cumulative impacts if the project is subject to environmental review by the Massachusetts Environmental Policy Act (MEPA) Office and should be submitted as an attachment with your MEPA filing. If the project is subject to the MEPA Special Review Procedure (SRP), the applicant hereby acknowledges and agrees to following the procedures set forth in the SRP. The SRP can be viewed [here](#).

All information furnished on this application is true and accurate to the best of my knowledge. I will notify the Division Marine Fisheries Shellfish Sanitation and Management Program immediately of any changes.

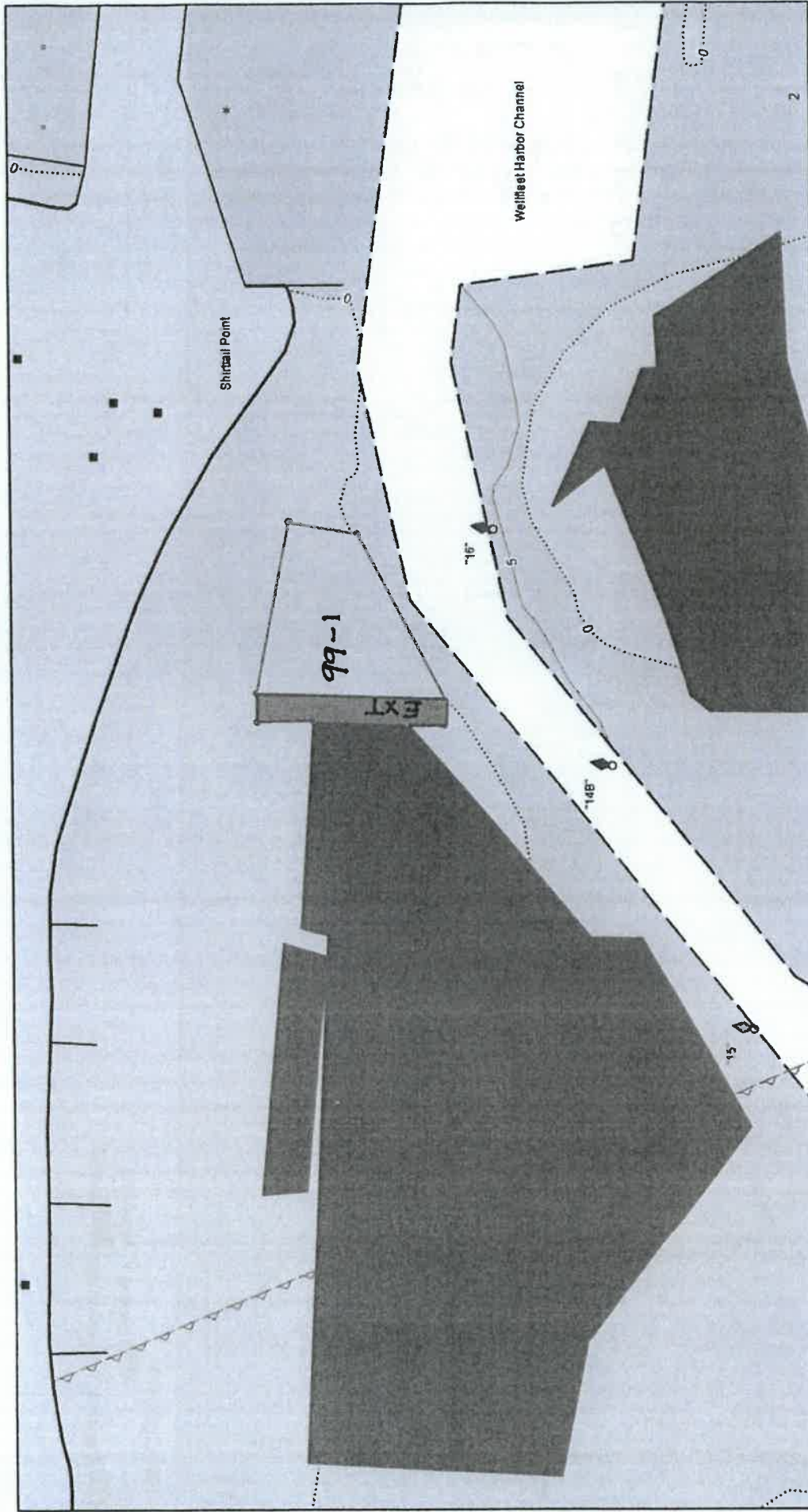
Signature of Applicant Robert Mallory Date 1-9-23
Mary Mallory 1/9/23
[Signature] 1/9/2023

Division of Marine Fisheries
ATTN: Aquaculture Coordinator
706 South Rodney French Boulevard
New Bedford, MA 02744
Phone: (508) 742-9766

Osowski/Mallory



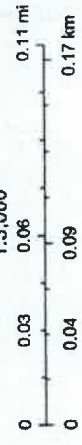
Osowski/Mallory



1/8/2023, 2:38:38 PM

- Areas
- Override 1
- Override 2
- MAYO-ALL
- Aquaculture
- Shellfish

1:3,000



Mazer, Microsoft

Nancy Civetta

From: Petitpas, Christian (FWE) <christian.petitpas@state.ma.us>
Sent: Friday, January 20, 2023 6:47 AM
To: Nancy Civetta
Cc: Lundgren, Gabriel (FWE)
Subject: RE: Taylor grant 734A ext
Attachments: TAYLOR_WELLFLEET_Site_License.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Nancy,

As we discussed, DMF was contacted by Rebecca Taylor who was asking if DMF had information in her file regarding the 0.937-acre extension that the Wellfleet BOS granted on May 13, 2002. The attached documents are all the records DMF has pertaining to the Taylor's original license granted in 1989 and two subsequent extensions in 1992 and 2002. The minutes of the May 13, 2002 public hearing document that the town did indeed grant a 0.937-acre extension to the Taylor's then licensed 3.5 acres identified as site numbers 734 and 734A on both DMF's aquaculture site maps, as well as the Town of Wellfleet's GIS map of licensed sites. It appears that neither DMF nor the town ever mapped the 0.937-acre extension. The minutes of the BOS meeting in 2002 do not document the corners that defined the 0.937-acre extension but do reference that the extension was granted as depicted on a map drawn by Slade Associates. DMF has no record of having received a copy of that map, nor was DMF ever forwarded copies of the license documents for the 1992 or 2002 extensions. We only have a copy of the original 3-acre license that the town granted in 1989 which had a term of 5 years. The license should have been renewed at least several more times unless the town had voted to discontinue or revoke the Taylor's license. DMF should be forwarded copies of all current site licenses and the license document should include the unique site number(s) or identifier (e.g., 734, 734A), the issue date and expiration date, latitude/longitude coordinates in decimal degrees that define the site boundaries, the number of acres of the site(s) and any conditions the town or DMF chooses to place on the site license. It appears that the Taylors have been occupying and actively farming on what they believed to be the footprint of the granted extension in good faith for decades now. It is recommended that the town reconcile the exact footprint of the Taylor's contiguous grant sites at a public hearing and re-issue licenses with clear boundary definitions and expiration dates, if the BOS so approves. Please let me know if additional clarification is needed.

Best wishes,
Chrissy

Christian M. Petitpas, Ph.D. (she/her/hers)
Shellfish Sanitation and Management Program
Massachusetts Division of Marine Fisheries
706 South Rodney French Boulevard
New Bedford, MA 02744

Ph: (508) 742-9766

christian.petitpas@mass.gov

Join the conversation! We're on [Twitter](#), [Flickr](#), [Facebook](#), and [YouTube](#).

From: Nancy Civetta <Nancy.Civetta@wellfleet-ma.gov>
Sent: Monday, January 9, 2023 3:07 PM

To: Petitpas, Christian (FWE) <christian.petitpas@mass.gov>; Lundgren, Gabriel (FWE) <gabriel.lundgren@mass.gov>
Subject: Taylor grant 734A ext

CAUTION: This email originated from a sender outside of the Commonwealth of Massachusetts mail system. Do not click on links or open attachments unless you recognize the sender and know the content is safe.

Hi Chrissy and Gabe,

Do you have any paperwork relative to an extension granted by the Town of Wellfleet Board of Selectmen on May 13, 2002 to the Taylors (Myron, Judy, Rebecca and Anna)?

Thanks for any light you can shed on this.
Nancy

Nancy Civetta
Shellfish Constable
Town of Wellfleet
O: 508-349-0325
C: 617-901-7193
E: nancy.civetta@wellfleet-ma.gov
300 Main St.
Wellfleet, MA 02667
Follow our updates on [Facebook!](#)

M. Taylor

K N O W A L L M E N B Y T H E S E P R E S E N T S

That we, David H. Ernst, Raymond Crowell, William Corcoran, Barbara Fegan and Jerry Houk, the Board of Selectmen of the Town of Wellfleet, Wellfleet, Massachusetts, hereunto duly authorized and in accordance with the provisions of Chapter 130 of the General Laws, as amended, and all other powers thereto enabling, do grant to Myron G. Taylor of Wellfleet, Massachusetts, for the term of five (5) years from this date a license/lease to plant, grow, cultivate and dig shellfish at all times during the pendance of this license/lease, in and upon the flats and waters situated in said Wellfleet, Massachusetts, on a certain parcel of land designated as License/Lease No. 734 bounded and described as follows:

Land in the tidewaters of Wellfleet Harbor, beginning at the northwesterly corner of the parcel herein being described as Mass Grid System coordinate point N 341790.58, E 998523.16, at an iron pipe, said pipe being S 00° 15' 10" E a distance of 786 feet, more or less, from a concrete bound at the southerly side of Kendrick Avenue, sometimes called Mayo Beach Road; thence

N 89° 44' 50" E a distance of 362 feet, more or less, to an iron pipe; thence
S 00° 15' 10" E a distance of 209 feet, more or less, to an iron pipe; thence
S 50° 05' 50" W a distance of 470 feet, more or less, to an iron pipe; thence
N 00° 15' 10" W a distance of 509 feet, more or less, to the iron pipe at the point of beginning.

The above described parcel contains an area of 3 acres, more or less, and is shown on a plan entitled "Plan of Shellfish Grant at Wellfleet Harbor, Wellfleet, Mass. as surveyed for Wilbur H. Ryder Scale 1 in. = 100 ft. March 1965 Schofield Brothers Registered Civil Engineers & Land Surveyors Orleans and Framingham, Mass."

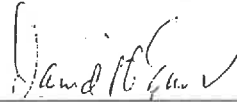
This lease/license is granted upon the following terms and conditions and in accordance with the provisions of Chapter 130 of the General Laws:

1. That the said Myron G. Taylor shall pay to the Town of Wellfleet upon the execution of this license/lease the sum of Five Dollars to be applied as follows: One Dollar for the recording cost of said license/lease and Four Dollars for costs incurred in granting said license/lease. He shall pay to the Town of Wellfleet an annual rental payment at the rate of Twenty-five Dollars per acre, or any portion thereof, the sum of Seventy-five Dollars per year, the first payment to be made upon execution of this license/lease and the annual payment thereafter becoming due on the anniversary date of this lease, commencing April 12, 1990.
2. That the said Myron G. Taylor shall file the report required by Chapter 130, Section 65, of the General laws annually and comply with all other pertinent sections of said chapter. Any violation of the terms of this license/lease or of any section of said Chapter 130, as amended, relating to the planting, growing, digging or taking of shellfish shall be considered as a forfeit and surrender of all rights under this license/lease and the Board of Selectmen, at their sole discretion and judgment, may terminate the license/lease by notice in writing which shall be effective and binding when received by the licensee/lessee.

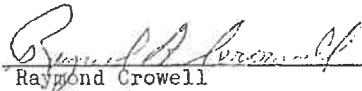
3. That the said Myron Taylor shall for the purposes aforesaid have the exclusive use of the waters and flats described in this license/lease during the term thereof, subject only to the provision that in the event that it shall become necessary for the judgment of the Board of Selectmen to use the said area described in said license/lease because of the dredging or improvement of Wellfleet Harbor or channel the lease term may be suspended or cancelled after reasonable notice of at least thirty (30) days in writing to the licensee/lessee to remove any shellfish then and there located on the licensed/leased premises and failure to so remove any or all of the said shellfish shall relieve the Town of Wellfleet from any liability for damage in connection with such work; and subject to the condition and restriction that the aquaculture project be in a location which would not interfere with mooring of recreational boats or other private rights to the extent they exist.

This license/lease is transferrable only in conformity with the provisions of Chapter 130 and with approval in writing of the Selectmen.

Given under our hands and seals as Selectmen for and on behalf of the Town of Wellfleet and as provided by Chapter 130 of General Laws, as amended, which are made a part hereof by reference this 26th day of April, 1989.

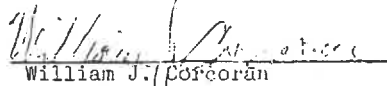


David H. Ernst, Chairman



Raymond Crowell

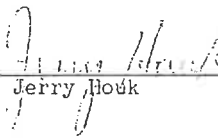
T O W N S E A L



William J. Corcoran



Barbara Fegan



Jerry Hoak

Received for record and recorded
on this 11 day of ^{April} ~~April~~, 1989
in license book 1, page 4.
Town Clerk



TOWN OF WELLFLEET



on Cape Cod

OFFICE OF
TOWN ADMINISTRATOR

R.R. #1, Main Street
Wellfleet, Massachusetts 02667



Tel.: (508) 349-3707
Fax.: (508) 349-1334

November 18, 1992

Jerome Moles
18 Route 6A
Sandwich, MA 02563

Dear Mr. Moles:

Please be advised that at its meeting held November 9, 1992, the Wellfleet Board of Selectmen unanimously voted to approve the application of Myron and Judy Taylor for an extension of shellfish grant #734 located off Mayo Beach, subject to your approval.

Enclosed please find a sketch of the proposed extension.

Sincerely,

A handwritten signature in blue ink that reads "Marilyn S. Magane". The signature is written in a cursive style.

Marilyn S. Magane
Administrative Assistant

msm
Enclosure

fel



The Commonwealth of Massachusetts

Division of Marine Fisheries
Leverett Saltonstall State Office Building
100 Cambridge Street
Boston, Massachusetts 02202

PHILIP G. COATES
DIRECTOR

727-3193

March 29, 1993

Board of Selectmen
Town Hall
Wellfleet, MA. 02667

Ladies and Gentlemen:

Under authority of Chapter 130, section 57 of the Massachusetts General Laws, an on-site inspection was conducted on February 11, 1993 commencing at 08:40 A.M. A proposed half acre shellfish extension submitted by Myron Taylor (grant 734) was surveyed by personnel from the Division of Marine Fisheries and the Wellfleet Shellfish Constable. Low tide was a -1.3 foot tide at 08:20 A.M..

The proposed licensed area is located in Town of Wellfleet, off Mayo Beach. The Taylor extension is near the north edge of the main channel in Wellfleet Harbor on the approach to Shirrtail Point. The extension was staked as an individual plot bordering the licensee's existing shellfish lease and is mapped and on file with the Division of Marine Fisheries. The extension is in an area of existing shellfish licenses.

The area is situated in the inter-tidal zone. Substrate throughout the lease was a fine black grain sand in the upper two inches changing to a grayish medium grain below. No eel grass (*Zostera marina*) was observed in the proposed extension. A total of forty-six square yard samples were taken along nine transects running parallel to the shore. A total of twenty quahogs (13 chowders, 5 neck and 2 cherrys) were collected from a total of 414 ft² sampled. This constitutes a density of 0.048 quahogs/ft² which is far below the density of 1.0 ft² considered significant by the Division of Marine Fisheries in assessing areas for private shellfish licenses (grants). Several small clumps of oyster seed (*Crassostrea virginica*), and nemertean worms were also found. Density and size distribution of quahogs and distribution of other species is shown in Figure 1.

As a result of this inspection, it is our opinion that license and operation of the proposed shellfish license under the provisions of Chapter 130, Section 57 of Massachusetts General Law, would not have an adverse impact on the natural shellfish resources of Wellfleet Harbor in the Town of Wellfleet.

(over)

The proposed site does not contain average numbers of naturally occurring shellfish close to the level considered significant by the Division of Marine Fisheries in assessing areas for private shellfish licenses (1 quahog/ sq. ft. or 3 softshell clam or 3 oysters/sq. ft.).

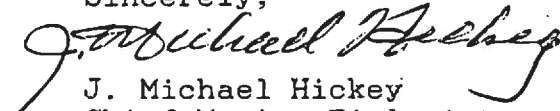
The licensee-applicant should be aware that this license is subject to further regulation by the U. S. Army Corps of Engineers and may be subject to regulation by the Massachusetts Dept. of Environmental Protection under the provisions of Chapter 91 Waterways Acts and/or Chapter 131 Section 40 Wetlands Act and their regulations.

It is strongly suggested that the applicant contact the local Conservation Commission to determine the applicability of the Wetlands Act and the U.S. Army Corps of Engineers, Regulatory Division at 42 Trapelo Road, Waltham, MA. 02254-9194 concerning a Letter of Permission For Small Scale Shellfish Aquaculture.

Operation of this license prior to such determination by the Conservation Commission or before obtaining other required permits and licenses from the Dept. of Environmental Protection or the U.S. Army Corps of Engineers may result in legal or regulatory action against the applicant by one or more of these agencies.

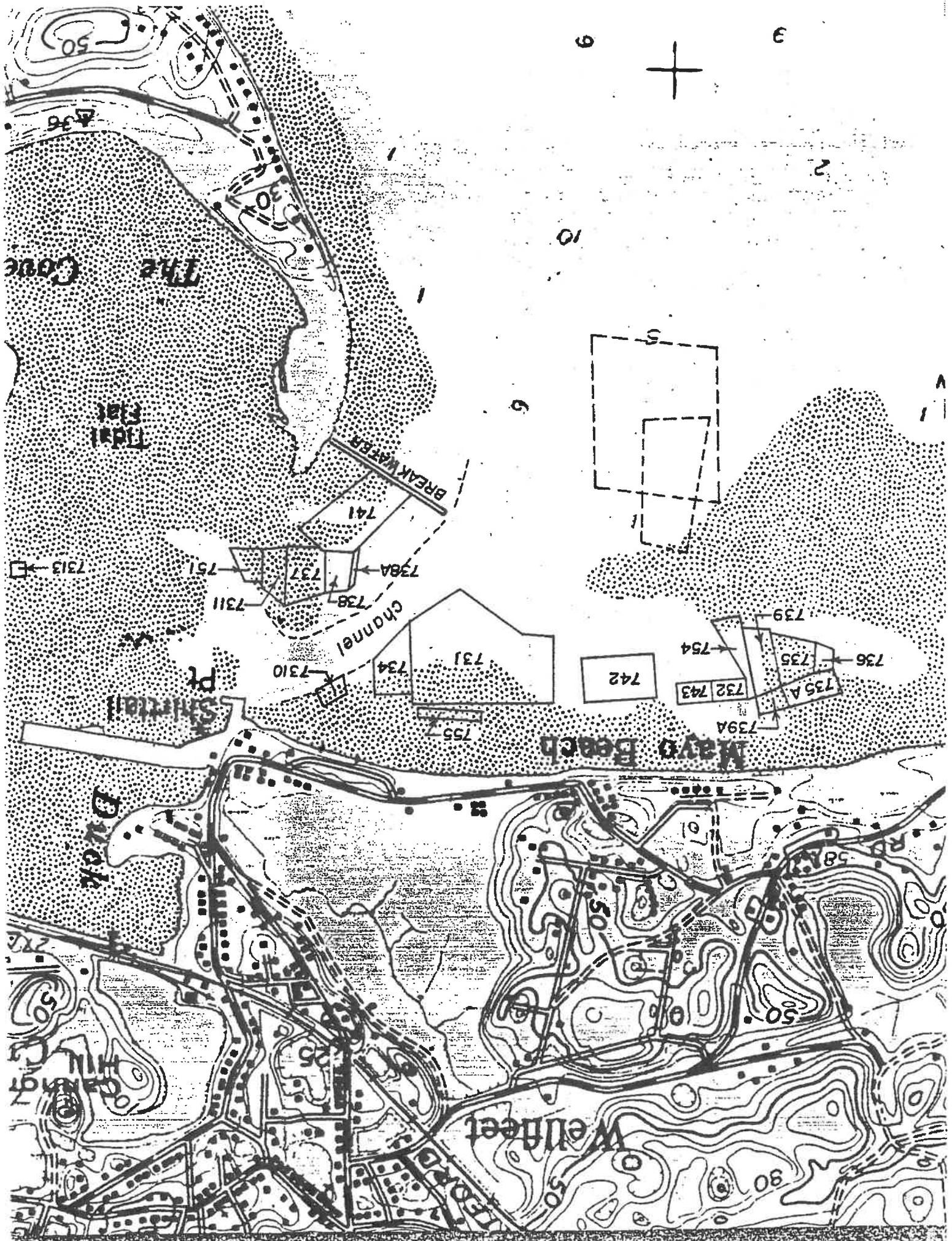
Permits issued by this Division to obtain and possess seed shellfish for aquaculture does not absolve the applicant from the above mentioned obligations.

Sincerely,


J. Michael Hickey
Chief Marine Biologist

jbm/JMH

cc to: J. Fair, Assistant Director, DMF
P. Sommerville, Wellfleet Shellfish Constable
Myron Taylor, License Applicant
G. Kelly, U.S. Army Corps of Engineers



TAYLOR SHELLFISH LICENSE SURVEY (LEASE # 734)

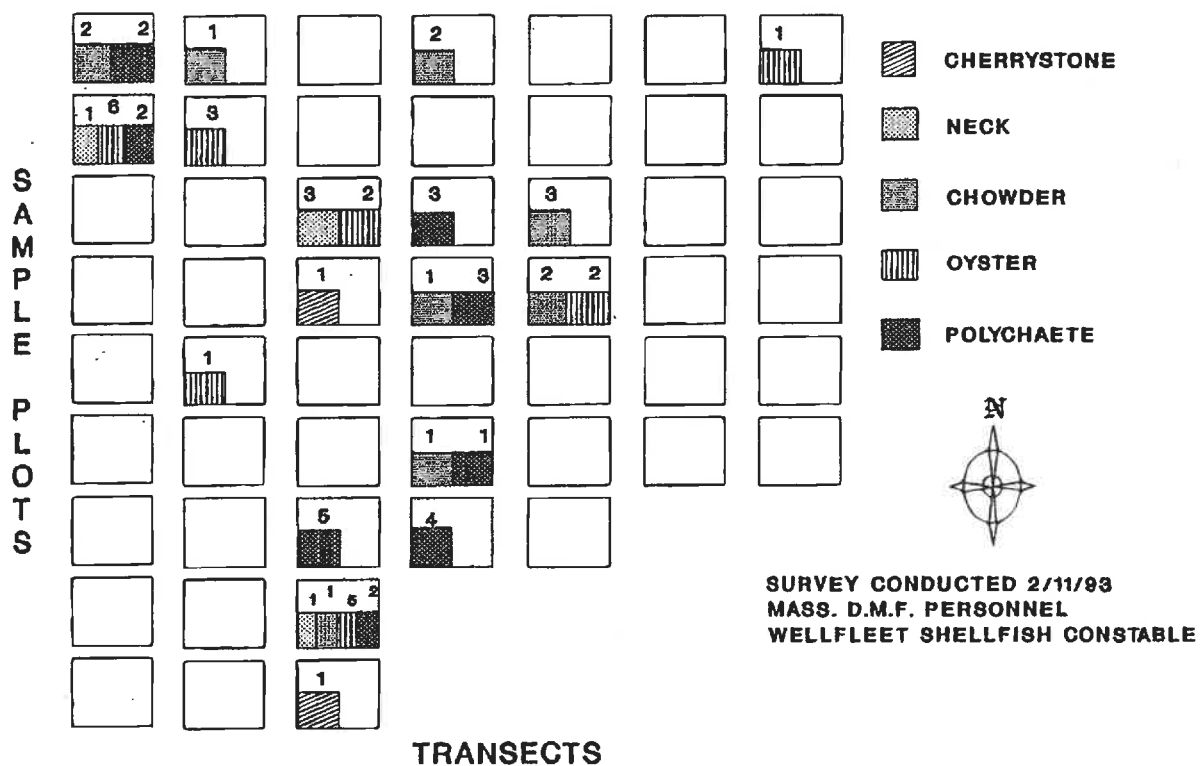


FIGURE 1. SHELLFISH SIZE AND DENSITY DISTRIBUTION

REPRESENTATION NOT TO SCALE



Wellfleet Shellfish Department



300 Main Street, Wellfleet, Massachusetts 02667

April 24, 2002

To: Board of Selectmen
From: Bill Walton, Shellfish Constable
C.C.: Tim Smith, Town Administrator
Re: Recommendations for May 6th meeting

Extension of Myron Taylor et al.

I recommend that the Taylor application (Myron, Barbara, Anna and Rebecca) for an extension of their shellfish lease as designated on the map drawn by Slade Associates be granted. This extension does not increase the 'footprint' of aquaculture within the Harbor and simply fills in a gap. The Taylor's work their grant and are productive lease holders.

Extension of Ron Buck

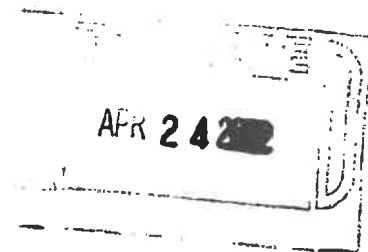
Unfortunately, at this point in time I recommend that Mr. Buck's application be denied without prejudice, pending the acceptance of a Town Shellfish Management Plan. Unlike the Taylor application, this extension would spread aquaculture into an undeveloped area. Similarly I have some concerns about land ownership issues here. I should point out, however, that Mr. Buck is a productive lease holder and this extension should be considered at some future point.

Designation of Oyster Spat Collection Area in Chipman's Cove

I recommend that an approximately 300' by 300' area in Chipman's Cove be designated open for the deployment of oyster spat collectors by Wellfleet shellfish grant license holders (with proper permits from the State). To accommodate the warm weather, I recommend that this area be opened as of May 15, 2002. Additionally, to allow grant holders the most time to collect their "hats" I recommend that the area remain open until October 20, 2002. Please note that any collectors left in the area after the closing date will be considered aquaculture gear in a non-permitted area and will be treated accordingly.

Respectfully submitted,

William Walton
Shellfish Constable

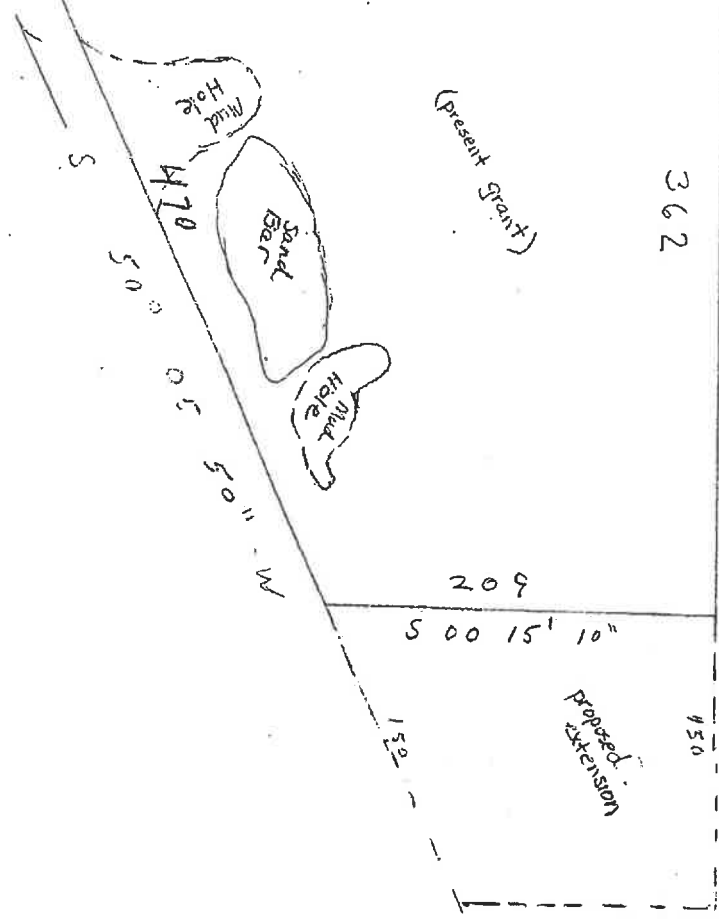


N 00° 15' 10" W

6547

509

776 ±



N 89° 14' 50" E

362

(Present Grant)

209

S 00° 15' 10"

Proposed Extension

450

152

Mud Hole

Sand Bar

Mud Hole

S

470

50

05

50

50"

W

Myron G. & Judy P. Taylor
Grant # 734
(Area: Acres)

TOWN OF WELFLEET



on Cape Cod

TOWN OF WELFLEET

300 Main Street
Wellfleet, Massachusetts 02667



Tel. (508) 349-0300

Fax (508) 349-0305

June 3, 2002

Paul Diodati, Director
Division of Marine Fisheries
251 Causeway St., Suite 400
Boston, MA. 02114

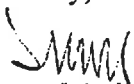
Dear Mr. Diodati:

Please be advised that at its meeting of May 13, 2002, the Wellfleet Board of Selectmen approved the following, subject to your approval:

- approved the application from Myron, Judy, Rebecca, and Anna Taylor for a .937 acre extension of shellfish grant # 734, located at Mayo Beach,
 - denied without prejudice the application from Ronald Buck for a one acre extension of shellfish grant license # 2000-7
 - amend Section V (Open and Closed Areas-Chipman's Cove) of the Temporary Shellfish Regulations re: Placement of Oyster Spat Collectors in Chipman's Cove. The Shellfish Constable recommended that an approximate 300' by 300' area of Chipman's Cove be designated open for the deployment of oyster spat collectors by Wellfleet shellfish grant holders, with proper permits from the State, from May 15, 2002 through October 20, 2002.

Please see attached

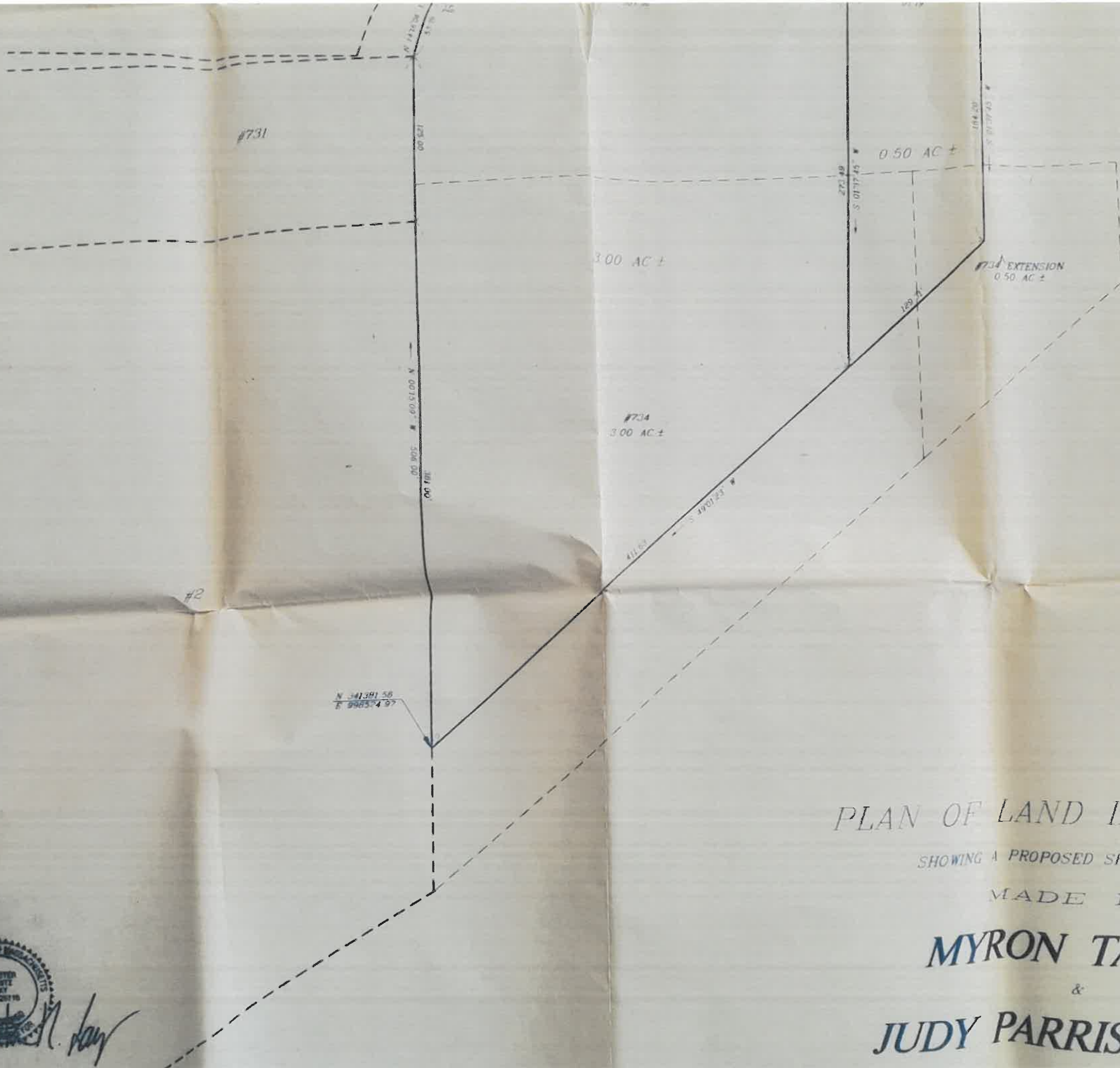
Sincerely,


Jeanne Maclauchlan
Principal Clerk

enclosure

cc: Jerry Moles

CERTIFIED MAIL: Z 347 487 465



PLAN OF LAND IN WELLFLEET

SHOWING A PROPOSED SHELLFISH GRANT

MADE FOR

MYRON TAYLOR

&

JUDY PARRIS TAYLOR



Myron Taylor

Selectman Donovan presented his correspondence report.

The Board held the following Shellfish Department public hearings consecutively. Selectman Donovan read the public notice. Selectman Parlante disclosed that he holds a commercial shellfish permit, has a shellfish grant license and owns waterfront property. Selectman May disclosed that he holds a commercial shellfish permit. Chairman Putnam disclosed that he holds a senior commercial shellfish permit. Shellfish Constable Bill Walton was in attendance and presented his recommendations.

- Application received from Myron, Judy, Rebecca and Anna Taylor for a .937 acre extension of shellfish grant license #734 located at Mayo Beach – the Shellfish Constable recommended that this application as designated on the map drawn by Slade Associates be granted. On a motion by Houk, seconded by May, the Board voted unanimously to approve the recommendation of the Shellfish Constable.
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The Board discussed:

- a) Business Licenses – on a motion by Parlante, seconded by May, the Board voted unanimously to approve the business licenses as printed on the agenda (Hannah and Co.; Two Girls with Good Taste; Bay Sails Marine; Yak Arts; Wellfleet Launch Service; Eric's Seafood Restaurant; Cove Gallery; Seaberry Surf Gift Shop; Idle Times Bike Shop, Inc.; The Eclectic Company; Glenn's Gallery; C.K. Smith & Co., Inc.; D & D Market; Harbor Luncheonette; Mac's Seafood Takeout; Mac's Seafood Market; Cape Cod Ocean Rafting). Selectman Houk noted that some businesses are operating prior to receiving approval of their licenses. Brewster Fox introduced Pat Gallardo and Wendy Johnson Salter, the principals of the new business Two Girls with Good Taste.

Dear Selectboard,

I realize that some of you may only know me as a member of the Shellfish Advisory Board. I'd like to give you a little background about who I am. I grew up year round in Wellfleet and, other than for education, have lived year-round in Wellfleet my entire life. My ancestors and my children were born here. My family has farmed our grant on Mayo Beach going on four generations now. I have been actively involved in the evolution of the aquaculture industry in Wellfleet since I was a child. My summer jobs during middle school, high school and college were always farming shellfish. I would come home from college on the weekends and vacations to dig quahogs, pick oysters, and plant seed. When I finished earning my degrees and certifications, I moved home, married my husband and we bought a home in Wellfleet. We then took over the family farm and are there with our children, planting, growing and harvesting shellfish ourselves, full time. The Taylor grant is an integral part of our family. Grandparents, grand children, sisters, nieces and nephews, all participate.

The strip of land that has come into question [Application for Extension to Grant #99-1 /Mallory for 1/31/2023 Selectboard Public Hearing] is an extension that has been part of our farm for over 20 years. This was approved by the Selectboard on May 13, 2002 and we were then instructed to move the buoys to establish the new boundaries. The State received documentation that the Selectboard had approved the extension "to fill in the gap" (Please see attached Selectboard minutes and letter to the DMF). It appears that the Town never updated the coordinates to reflect the approved extension.

Handheld GPS devices were not routinely in use by the Shellfish Department for the purpose of establishing licensed boundary areas until recently and thus we have been operating in good faith with no way of knowing that our buoys and understood boundaries might not line up with the surveyed bounds that the Selectboard had approved in 2002. This seems to be another example of the irregularities that have been found throughout the harbor, perhaps suggesting a need to resurvey and evaluate the entire harbor before granting changes that establish the boundaries of any new licensed areas. With this in mind, I would appreciate the opportunity to correct the paperwork for our grant.

I include several maps showing the changes in size and shape of our farm through the years. Before you decide to otherwise assign an established section of this area which we have been licensed to farm for many years to a neighboring farm, it makes sense to give all of us the opportunity to review the paperwork and confirm the bounds of my family's farm that have been uncontested since 2002. The Town appears to have had no concern over the placement of our buoys for the last 20 years. We simply believed that our extension was licensed and in full compliance and have proceeded to farm it without any complaints from the Shellfish Department or any other State agencies. We strive to maintain our farm to industry standards and are in full compliance with the Town and State's Shellfishing Policy and Regulations. We hope to continue for generations to come.

Thank you,
Rebecca Taylor



Wellfleet Shellfish Department



300 Main Street, Wellfleet, Massachusetts 02667

April 24, 2002

To: Board of Selectmen
From: Bill Walton, Shellfish Constable
C.C.: Tim Smith, Town Administrator
Re.: Recommendations for May 6th meeting

Extension of Myron Taylor et al.

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Extension of Ron Buck

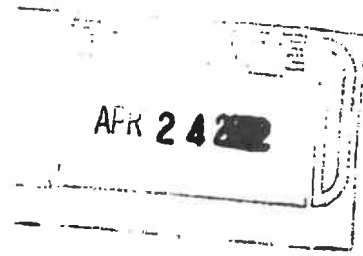
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Respectfully submitted,

William Walton
Shellfish Constable



TOWN OF WELLFLEET



on Cape Cod

TOWN OF WELLFLEET
300 Main Street
Wellfleet, Massachusetts 02667



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

June 3, 2002

Paul Diodati, Director
Division of Marine Fisheries
251 Causeway St., Suite 400
Boston, MA. 02114

Dear Mr. Diodati:

Please be advised that at its meeting of May 13, 2002, the Wellfleet Board of Selectmen approved the following, subject to your approval:

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Please see attached

Sincerely,

A handwritten signature in black ink, appearing to read "Jeanne Maclauchlan".

Jeanne Maclauchlan
Principal Clerk

enclosure

cc: Jerry Moles

CERTIFIED MAIL: Z 347 487 465

Selectman Donovan presented his correspondence report.

The Board held the following Shellfish Department public hearings consecutively. Selectman Donovan read the public notice. Selectman Parlante disclosed that he holds a commercial shellfish permit, has a shellfish grant license and owns waterfront property. Selectman May disclosed that he holds a commercial shellfish permit. Chairman Putnam disclosed that he holds a senior commercial shellfish permit. Shellfish Constable Bill Walton was in attendance and presented his recommendations.

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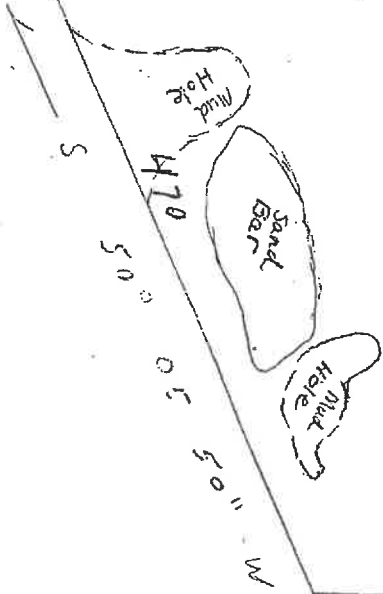
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N 00° 15' 10" W

654 J

509

776 ±



(Present Grant)

362

N 89° 44' 50" E

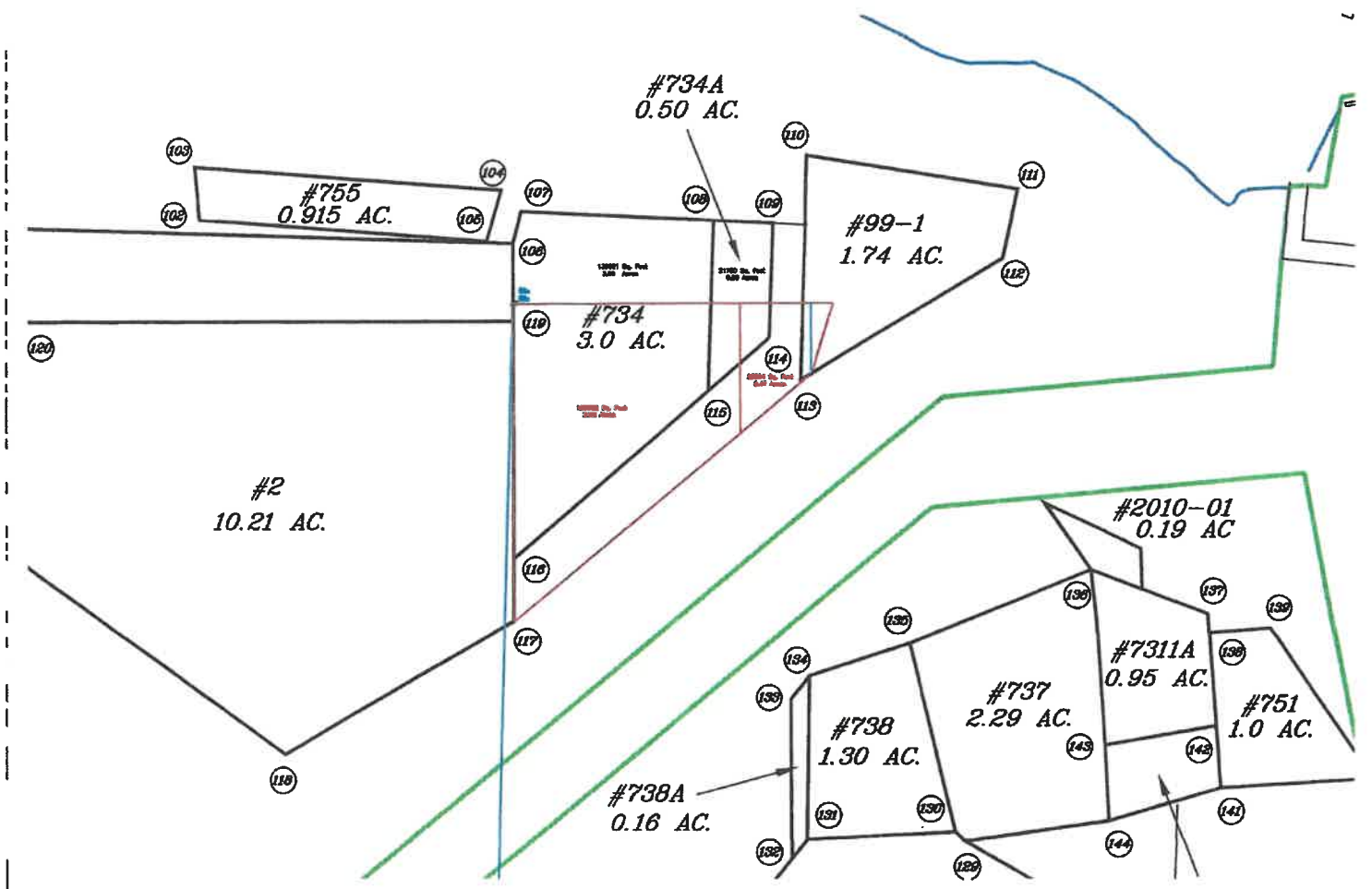
209

S 00 15' 10"

Proposed Extension

450

Myron G. & Judy P. Taylor
 Grant # 734
 (Area: 3 acres)





SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: January 31, 2023

IV

PUBLIC HEARINGS

~ F ~

REQUESTED BY:	Shellfish Constable Nancy Civetta and Wellfleet Shellfish Advisory Board
DESIRED ACTION:	To approve the subdivision of two 3-acre deep Indian Neck grants that are moving to be within the HDYLTA boundary into four 1.5-acre grants and put them up for lottery. At its meeting on December 19, 2022, the Shellfish Advisory Board voted to recommend this by a vote of 4 Yes, to 1 No.
PROPOSED MOTION: SUMMARY:	I move to subdivide grant #'s 01-06 and 792 into four 1.5-acre parcels to be called #01-06-B1, #01-06-B2, #792-B1, and #792-B2, which are being moved within the HDYLTA boundary, and to put them up for lottery.
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):

- 1) To correct an oversight in the non-issuance of a grant license for grant extension #2006-01B consisting of 0.9 acres on Field Point to Robert LaPointe and to approve his grant renewal from October 25, 2011, until April 30, 2028. This would incorporate the initial two-year term of said license, the first five-year renewal and the next 10-year renewal period that should have been issued for this grant license.
- 2) Application received 12/22/2022 for the transfer of shellfish grant license #s 01-02, 2000-7 and 2000-7 Ext consisting of a total of three acres on Field Point from Shea Murphy (Wellfleet, MA) to Shea Murphy and Saruta Murphy (Wellfleet, MA).
- 3) Application received 1/3/2023 for a grant extension (to be numbered #2000-2 ext.) to shellfish grant license #2000-2 consisting of approximately 1.08 acres on Egg Island from Stephen Pickard (Wellfleet, MA), Iris Pickard (Wellfleet, MA) and Benjamin Pickard (Wellfleet, MA).
- 4) Subdividing two three-acre grants (currently license #s 01-06 and 792) in the deep-water area of Indian Neck into four 1.5-acre parcels to then be put up for lottery.
- 5) Application received 1/10/2023 for a grant extension (to be numbered #99-1 Ext) to shellfish grant license #99-1 consisting of approximately .43 acres on Mayo Beach from Angela Osowski (Wellfleet, MA), Robert Mallory (Wellfleet, MA) and Mary Mallory (Wellfleet, MA).



Wellfleet Shellfish Department



300 Main Street, Wellfleet, Massachusetts 02667

DATE: January 26, 2023
TO: Selectboard Members
FROM: Nancy Civetta, Shellfish Constable
RE: Subdividing deep water Indian Neck grants

Dear Selectboard members,

Shellfish Advisory Board (SAB) brought up the idea of taking the two 3-acre deep water Indian Neck grants that are available for a lottery and subdividing them perpendicular to shore into four 1.5-acre grants in order to provide more opportunity for shellfishermen in our community who want to start a farm. At its meeting on December 19, 2022, the SAB voted to recommend this for your consideration by a vote of 4 Yes to 1 No.

The Shellfish Department worked with our GIS consultant to come up with the parcels and boundary points. Whomever wins these in the lottery will be required to complete all the necessary paperwork, including Army Corps of Engineers, Conservation Commission, Mass. Division of Marine Fisheries, and potentially other permits, certifications and/or approvals due to the fact that these are new grants in Wellfleet Harbor. For these reasons, these farms will not be able to be farmed in 2023, but the diligent could likely be farming out there next year.

Although these grants are "moving in" to be within the HDYLTA property boundaries, they will still be considered deep water farms and access will be by boat only. This will present challenges, but others out there are making these areas productive, so the Shellfish Department agrees that hard working, creative shellfishermen will indeed be able to make a go of these new grants.

Attached are the maps and boundary points for each. The Shellfish Department recommends that you approve these subdivisions.

Thank you,

A handwritten signature in cursive script, appearing to read "Nancy Civetta".

Nancy Civetta
Shellfish Constable

wellfleet-ma.gov/shellfish-department

Phone (508) 349-0325



Fax (508) 349-0305

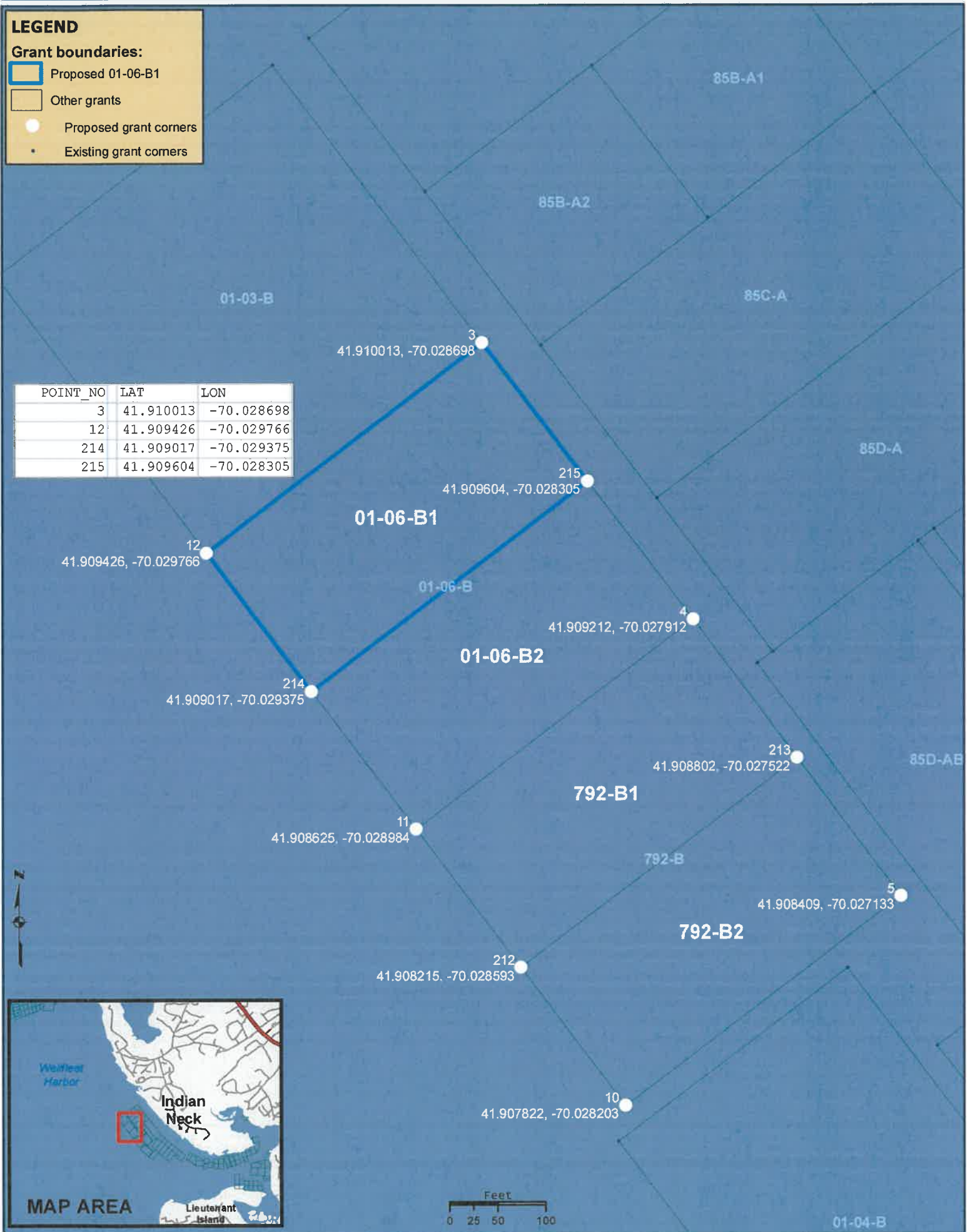
Proposed subdivision: Grant 01-06-B1 – Indian Neck, Wellfleet

LEGEND

Grant boundaries:

- Proposed 01-06-B1
- Other grants
- Proposed grant corners
- Existing grant corners

POINT_NO	LAT	LON
3	41.910013	-70.028698
12	41.909426	-70.029766
214	41.909017	-70.029375
215	41.909604	-70.028305



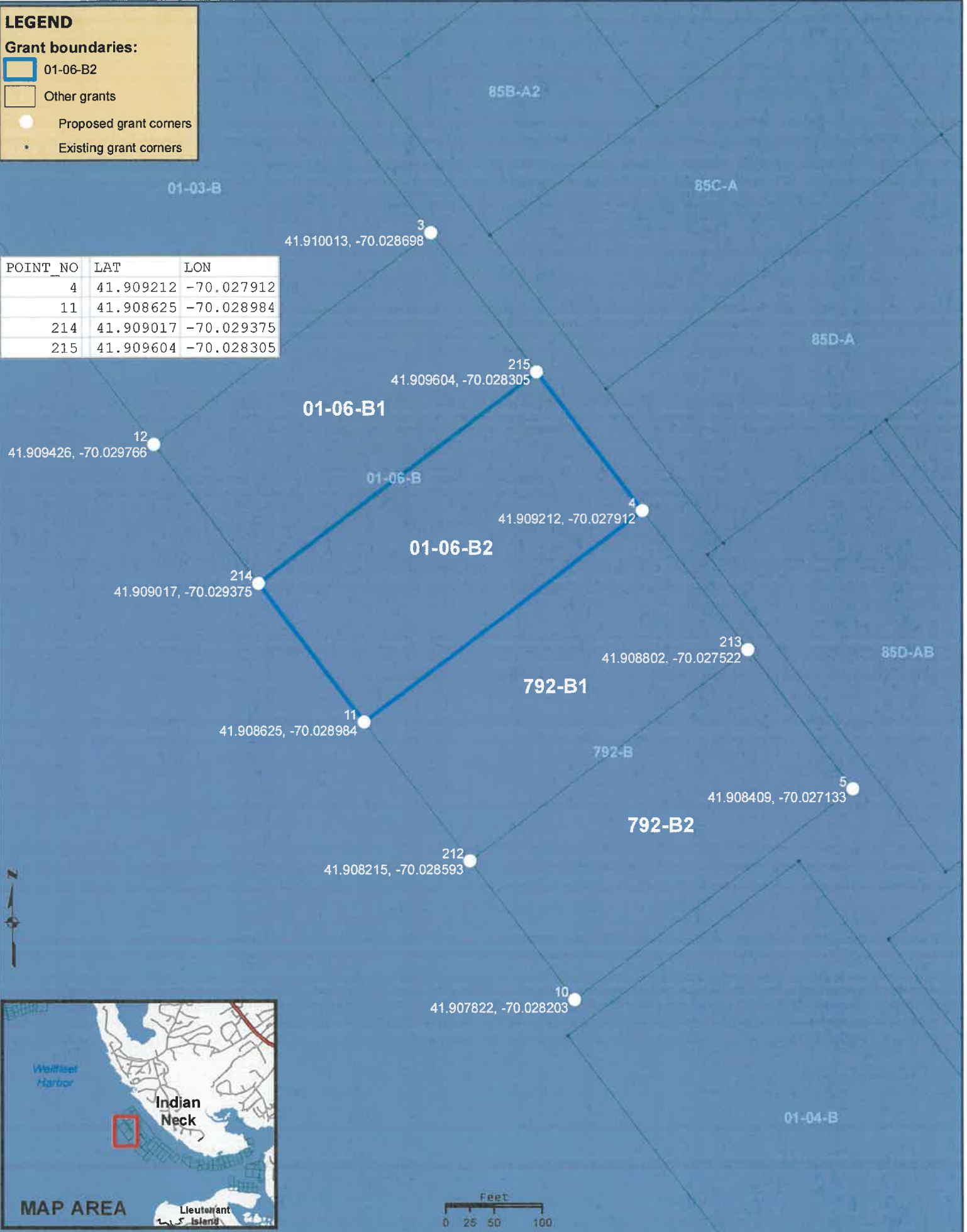
Proposed subdivision: Grant 01-06-B2 – Indian Neck, Wellfleet

LEGEND

Grant boundaries:

- 01-06-B2
- Other grants
- Proposed grant corners
- Existing grant corners

POINT_NO	LAT	LON
4	41.909212	-70.027912
11	41.908625	-70.028984
214	41.909017	-70.029375
215	41.909604	-70.028305



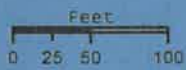
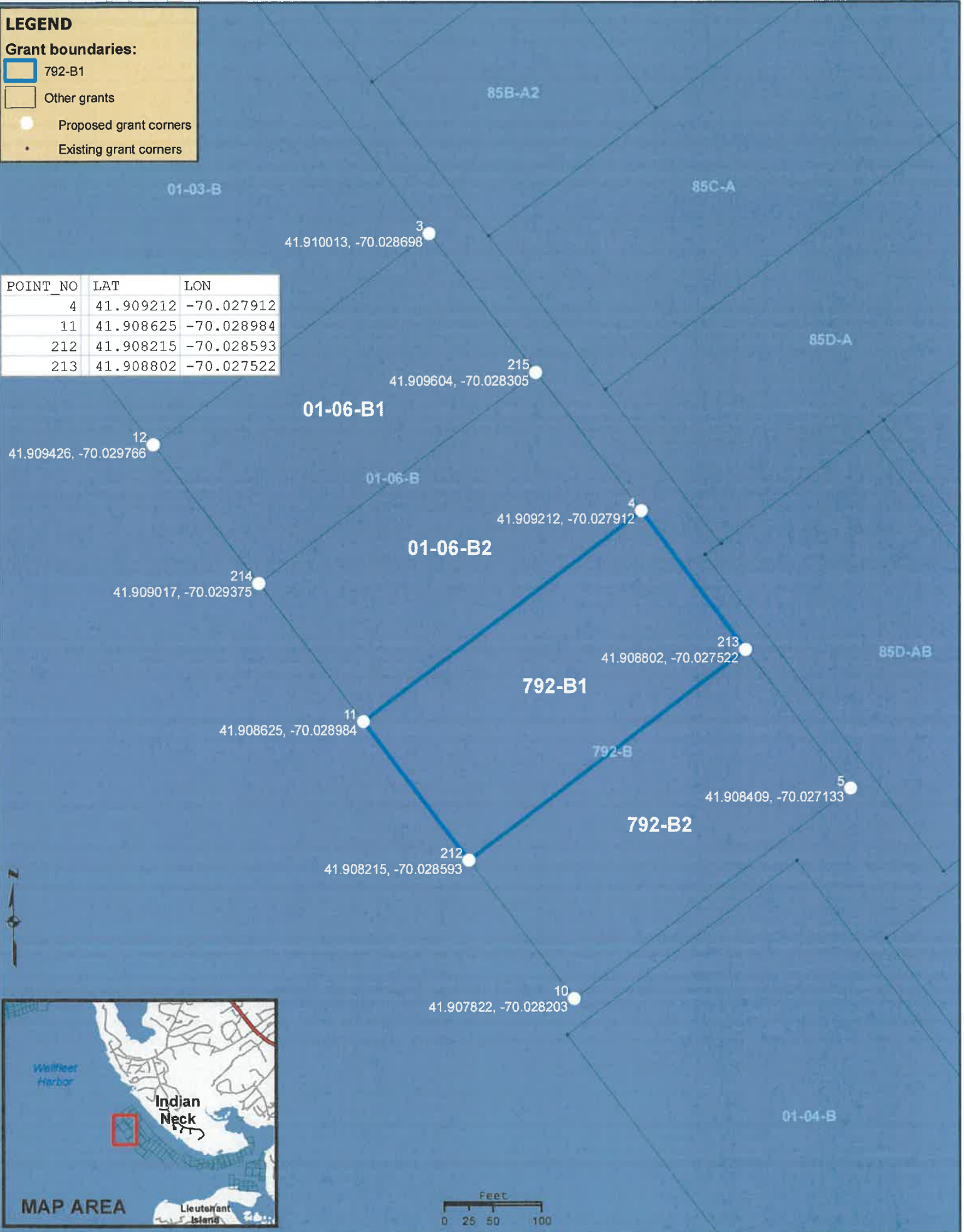
Proposed subdivision: Grant 792-B1 – Indian Neck, Wellfleet

LEGEND

Grant boundaries:

- 792-B1
- Other grants
- Proposed grant corners
- Existing grant corners

POINT_NO	LAT	LON
4	41.909212	-70.027912
11	41.908625	-70.028984
212	41.908215	-70.028593
213	41.908802	-70.027522



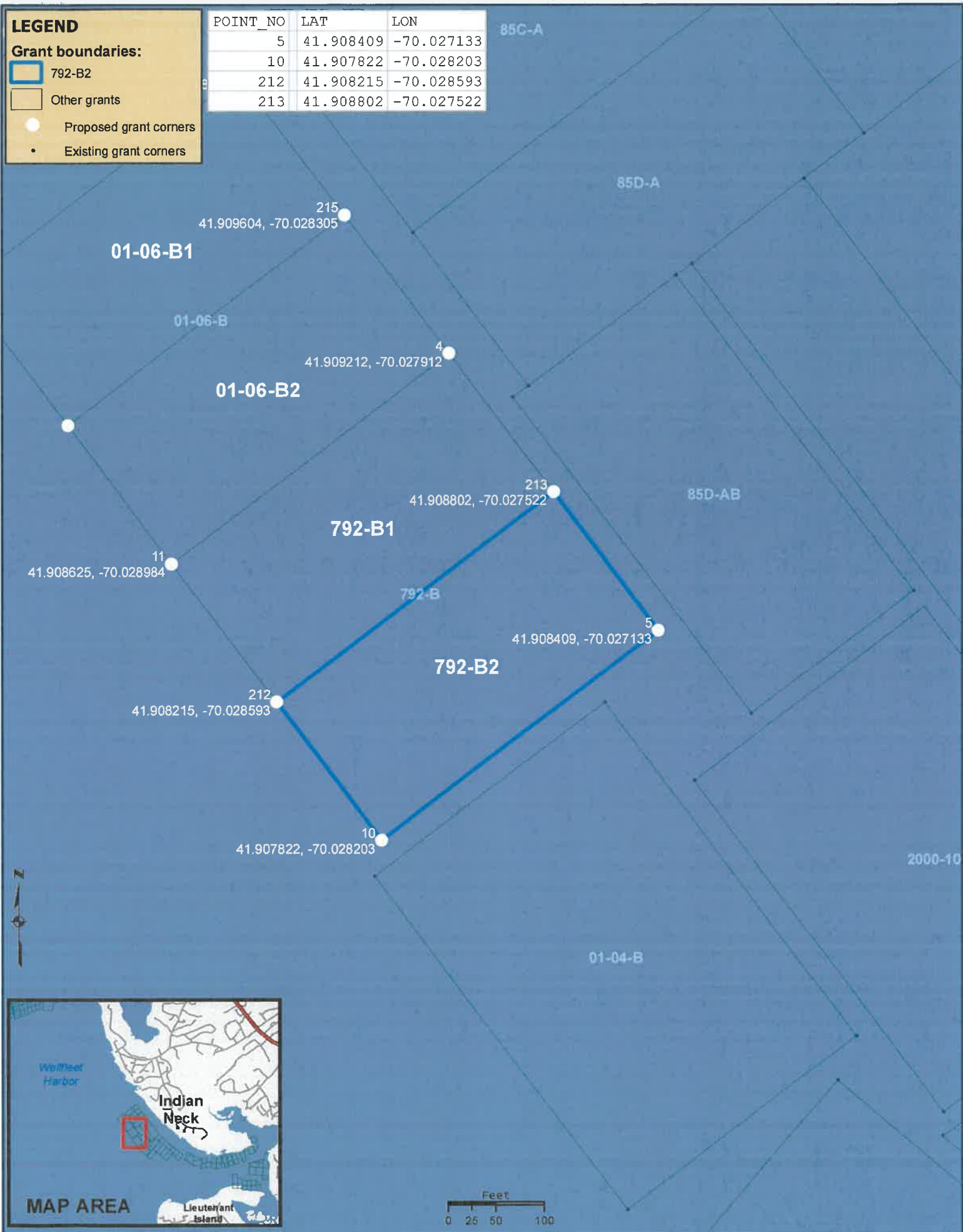
Proposed subdivision: Grant 792-B2 – Indian Neck, Wellfleet

LEGEND

Grant boundaries:

- 792-B2
- Other grants
- Proposed grant corners
- Existing grant corners

POINT_NO	LAT	LON
5	41.908409	-70.027133
10	41.907822	-70.028203
212	41.908215	-70.028593
213	41.908802	-70.027522





SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: January 31, 2023

V

USE OF TOWN PROPERTY

REQUESTED BY:	Second Summer Cycle, LLC – Cape Cod Chamber of Commerce
DESIRED ACTION:	To approve the use of various roads in Wellfleet for a bicycle race on September 17, 2023, ~ See Selectboard Packet for full details
PROPOSED MOTION:	I move to approve the use of various roads throughout Wellfleet to Cape Cod Chamber of Commerce on September 17, 2023. For a fee of \$500 and all police details to be worked out with the Wellfleet Police Department within at least two-weeks of the event.
SUMMARY:	
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____

APPLICATION FOR PERMIT TO USE TOWN OWNED PROPERTY

TOWN OF WELLFLEET
300 MAIN STREET
WELLFLEET, MA 02667

Applicant Second Summer Cycle, LLC Affiliation or Group Cape Cod Chamber of Commerce

Telephone Number 508-280-7903 Mailing Address 5 Patti Page Way, Centerville, MA 02632

Email address infor@goldensummerenterprises.com

Town Property to be used (include specific area) Roads through Wellfleet

Date(s) and hours of use: September 17, 2023 from approximately 10:30 a.m. to 2:30 p.m.

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

See attached description

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

Need to sit down with police and work out where police details will Pbe.

NOTE TO APPLICANTS: All applications must be accompanied by a non-refundable \$50.00 processing fee. Applications must be received at least 30 days prior to the first event date to ensure that all reviews can be completed prior to the event. This application is only for permission to use Town property. Any additional licenses, such as food service permit, etc., may be required and it is the applicant's responsibility to secure the same.

Action by the Board of Selectmen:

Approved as submitted

Approved with the following condition(s):

Disapproved for following reason(s):

Date:

Processing Fee: \$50.00

Fee:

APPLICANT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSPECTIONS

Health/Conservation Agent: OK - per Helary Thomas Comments/Conditions: Permits/Inspections needed: riders must be riding on paved roads + food trucks are located in Provincetown	Inspector of Buildings: N/A Comments/Conditions: Permits/Inspections needed:
--	--

Police Department: OK - Chief Hurley Comments/Conditions: will work out all details with PD before event	Fire Department: Comments/Conditions:
--	---

DPW: OK - Jay Norton Comments/Conditions	Community Services Director: OK per Suzanne Thomas Comments/Conditions: concerns about route may have questions
---	--

Harbormaster: N/A Comments/Conditions	Shellfish: N/A Comments/Conditions
--	---

Recreation: N/A Comments/Conditions	Town Administrator: OK per Rich Walden Comments/Conditions
--	---

Second Summer Cycle

A Charity Ride

What:

An exciting new event. A ride covering 10 of the 15 towns on Cape Cod benefitting more than 20 non-profits on Cape Cod. Three distances in the event. A Century, A Metric Century Plus, and a 30 mile Plus. With a major celebration at Motta Field. As part of your registration fee you will receive \$30 in tickets to be used at least at 4 different food trucks (your choice). Barnstable Brewing will be there for those that want a cool beverage after, with Second Summer Cycle Cans as memorabilia.

You don't want to miss it!!!

When:

September 17, 2023

Where:

The Century starts in Mashpee, The Metric Century in Sandwich and the 30 Mile Plus in Orleans. All of the rides end in Provincetown at Motta Field. With a major celebration at Motta Field. As part of your registration fee you will receive \$30 in tickets to be used at least 4 different food trucks. Barnstable Brewing will be there for those that want a cool beverage after, with Second Cycle Cans as memorabilia.

Links for the rides maps are as follows:

Century: <https://ridewithgps.com/routes/41630782>

Metric Century: <https://ridewithgps.com/routes/41630632>

30 Mile Plus: <https://ridewithgps.com/routes/41645332>

The Century and the Metric Century offer a version that allows you to take the Rail Trail for part of the ride.

Century with Rail Trail option: <https://ridewithgps.com/routes/41630820>

Metric Century with Rail Trail option: <https://ridewithgps.com/routes/41630905>

There is also going to be a fast group of up to 50 riders who can average 20 miles per hour that will do the Century. They Will start 10 minutes before the main group of riders for the Century.

By Whom:

Put on by the **Cape Cod Chamber of Commerce**, it is to become their signature event, with We Can and Golden Summer Enterprises.

The goal is to provide the safest most enjoyable ride on Cape Cod.

Benefits: All monies raised by the riders will be paid directly to the beneficiaries. Riders are expected to raise \$250.00 each, each team is expected to raise \$5,000.00.

Teams: We Can, Youth Athletic Foundation (YAF), Cotuit Center for the Arts, YMCA

Pricing:

Century Fast Group: \$170.00 until April 1, then \$180.00

Century: \$120.00 until April 1, then \$130.00

Metric Century: \$90.00 until April 1, then \$100.00

30 Mile Ride: \$60.00 until April 1, then \$70.00

Return to the starts:

Bus transportation will be provided back to the starts along with trailers for your bikes. If you wish you can have someone meet you at the finish and they can buy tickets to be used at the Motta Field and join you in the celebration.

Water and food stops:

There will be water and food stops every fifteen miles or so.

Marshalls:

We will have marshalls at every turn.

Support services:

We will have bicycle shops providing Sag services along the whole course.

Motorcycle Patrol:

We will have motor cyclists patrolling the whole course.

Medical Support:

We will have medical support at all water stops.

Come join us for a great ride, a great day and great fun. A good friend of mine says it is worth training for, beautiful scenery, a great route, a great after party and benefits a lot of great non-profits. A must do.



SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: January 31, 2023

V

USE OF TOWN PROPERTY

~ B ~

REQUESTED BY:	Wellfleet SPAT
DESIRED ACTION:	To approve the date and use of main street for the 2023 Wellfleet Oysterfest
PROPOSED MOTION: SUMMARY:	I move to approve the use of Main Street and surrounding areas from October 10 th through the 17 th , for the 2023 Wellfleet Oysterfest. With meetings to continue with all department heads to finalize all details for a fee to be decided at a later date when locations are finalized.
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____

APPLICATION FOR PERMIT TO USE TOWN OWNED PROPERTY

TOWN OF WELLFLEET
300 MAIN STREET
WELLFLEET, MA 02667

Applicant: Deirdre Oringer *Affiliation or Group:* Wellfleet SPAT *Date:* January 24, 2023

Telephone Number: 508-349-3499 *Mailing Address:* PO Box 2156, Wellfleet, MA 02667

Email Address: vendors@wellfleetspat.org

Town Property to be used (include specific area):

- Town Hall and WPH Parking Lots
- Main St. from Bank St., inclusive (vendors booths will be on one side of the street only)
- The grounds in the rear of WPH
- Live for Lou Memorial Garden
- Main St./Bank St. to Holbrook/Briar Lane intersection
- Holbrook Ave at Main St. to Chequessett Neck Road
- Town parking lot at the intersection of Bank & Commercial (for bicycle parking)
- Newcomb Hollow, White Crest and Lecounts Hollow parking lots, including Mayo Beach Lot.
- Approximately 15 spaces in Mayo Beach Lot will be reserved for handicap parking.
- Town Hall Conference room on the second floor for use by Event Organizers for administrative duties.

Date(s) and hours of use: October 10th - 17th, 2023

- 12:00 AM Tuesday- 10-10-23 through 12:00 AM Tuesday 10-17-23: Town Hall Lot (from North side of TH towards Squire's Pond) WILL BE CLOSED TO THE PUBLIC & NO PARKING ALLOWED DURING INFRASTRUCTURE SET UP. HANDICAPPED AND ADMINISTRATIVE STAFF PARKING WILL BE AVAILABLE ON TUESDAY AND WEDNESDAY, OCTOBER 10 & 11, 2023.
- Wednesday & Thursday- 8:00 AM to 5:00 PM, set up
- Friday- 8:00 AM to 8:00 PM, set up; Beer, Food, Raw Bars & DJ
- Saturday & Sunday- 6:00 AM to 6:00 PM, set up, event, and clean up
- Monday-Tuesday- 8:00 AM to 6:00 PM, pack up & clean up

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

- Purpose: The OysterFest is a way for Wellfleet to celebrate and support its shellfishing community. The festival will include: raw bars, food trucks, beer and wine (by separate permit), art and craft exhibitors, non-profit tents, a Family Fun Area, educational lectures at Wellfleet Public Library, shellfish farm tours, culinary programs at WPH, and main stage activities and live music featuring the annual Shuck Off.
- Number of persons involved: As yet, an undetermined # of guests per day (Saturday and Sunday). This includes ticketed attendees per day, volunteers, adjunct staff, fire, rescue, police, and security.
- Equipment, Food and Beverage: Main Stage, self contained food vendor trucks, miscellaneous tents, beer garden, porta potties, sanitizing stations, raw bars, shellfish holding and refrigeration, supplemental power panel, sound equipment and tent, miscellaneous kids area equipment.
- Parking Arrangements: Satellite parking at Newcomb Hollow, White Crest and Lecounts Hollow and the town pier with drop off stops by Main Street and Holbrook Ave.
- Fees: Admission for adults is \$20 per person per day. Children under 12 will be admitted free. Wellfleet residents will be admitted free on Sunday with valid driver's license or student ID.

Additional:

SPAT to schedule in concert with public safety officials all paid details from Police and Fire Departments. Planning meetings with all Town Department Heads will result in the planning and implementing the utilization of town depts.

Planning with the Fire Department and Public Safety- Incident Action Plan will be in effect.

Permits to be obtained:

- Building (tents and stage)
- BOH (Temp Food and Sanitation)
- Board of Water Commissioners (public water bottle refilling stations)
- Electric (Power)
- Special Event Liquor License

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

SPAT will pay all police, fire, rescue, shuttle, and outside security personnel.

Department of Public Works - DPW:

Planning meetings with DPW will result in the planning and implementing the utilization of the DPW.

Police Department - WPD

Planning meetings with the WPD will result in the planning and implementing the utilization of the WPD.

Fire & Rescue - WFD

Planning meetings with WFD will result in the planning and implementing the utilization of the WFD.

NOTE TO APPLICANTS: All applications must be accompanied by a non-refundable \$50.00 processing fee. Applications must be received at least 30 days prior to the first event date to ensure that all reviews can be completed prior to the event. This application is only for permission to use Town property. Any additional licenses, such as food service permit, etc., may be required and it is the applicant's responsibility to secure the same.

Action by the Board of Selectmen:

_____ Approved as submitted

_____ Approved with the following condition(s): _____

_____ Disapproved for the following reason(s): _____

Date: _____

Processing Fee: \$50.00

Fee: _____

APPLICANT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSPECTIONS

All department heads are working with SPAT

<p><u>Health/Cons. Agent Signature:</u></p> <p><u>Comments/Conditions: Permits/Inspections needed:</u></p>	<p><u>Inspector of Buildings Signature:</u></p> <p><u>Comments/Conditions: Permits/Inspections needed:</u></p>
<p><u>Police Dept. Signature:</u></p> <p><u>Comments/Conditions:</u></p>	<p><u>Fire Dept. Signature:</u></p> <p><u>Comments/Conditions:</u></p>
<p><u>DPW Signature:</u></p> <p><u>Comments/Conditions</u></p>	<p><u>Beach Dept. Signature:</u></p> <p><u>Comments/Conditions:</u></p>
<p><u>Shellfish Constable Signature:</u></p> <p><u>Comments/Conditions:</u></p>	<p><u>Harbormaster Signature:</u></p> <p><u>Comments/Conditions:</u></p>

Recreation Dept. Signature:

Comments/Conditions:

Town Administrator:

Comments/Conditions:



SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: January 31, 2023

VI

BUSINESS

~ A ~

REQUESTED BY:	Ryan Curley ~ Chair
DESIRED ACTION:	To review and approve the Food Establishment Zoning Bylaw Amendment
PROPOSED MOTION:	I move to refer the food establishment zoning bylaw amendments as discussed tonight to town counsel for review and comment and to the Planning Board as a draft for comment.
SUMMARY:	
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____

Developments of Significant Planning Interest and Food Establishments

To see if the Town will amend the Wellfleet Zoning By-Laws by repealing the existing Chapter 235 - Section 6.29, Fast Food & Formula Restaurant Prohibition and replacing it with a new Chapter 235 - Section 6.29, Development of Significant Planning Interest and Food Service Establishments and by amending Chapter 235 -Sections 2.1, 5.3, and 8.4.2. by inserting text shown as underlined and deleting text that is ~~struck through~~ as follows, or take any action related thereto:

A. By amending Chapter 235 – Article II – Section 2.1 DEFINITIONS by inserting in alphabetical order new definitions for “Development of Significant Planning Interest,” “Food Establishment: Bakery,” “Food Establishment: Full-Service Restaurant,” “Food Establishment: Take-Out Restaurant,” “Food Establishment: Fast Food Restaurant,” and “Food Establishment: Drive-through Facility” and deleting the definitions of “Restaurant,” “Restaurant Drive-In,” “Restaurant Fast Food” and “Restaurant, Formula” as follows:

Development of Significant Planning Interest: Any of the Food Service Establishment categories defined in this By-law, Bulk Storage, Motor Vehicle Repair or Sales Shop, or any other commercial use that involves more than 4,000 square feet of floor area of new commercial construction.

Food Establishment: Bakery - A commercial food service establishment primarily engaged in the retail sale of baked goods for off-site consumption. A bakery may include, as an accessory use, wholesale distribution of goods prepared on the site.

Food Establishment: Ice Cream Parlor - An establishment where the primary activity is the retail sales of ice cream, frozen yogurt and/or similar products for consumption on or off the premises; provided, however, that this article shall not apply to restaurants where such ice cream, ices, or beverages are sold and consumed in connection with the serving of meals.

Food Establishment: Full-Service Restaurant – A commercial food service establishment where (1) meals are primarily freshly cooked and prepared to order on-premises and are served primarily for consumption on the premises, either indoors or outdoors; (2) customers may be are provided with individual menus; (3) a restaurant employee serves the customers at the same table or counter where the meals are consumed; and (4) non-disposable dinnerware is used. For purposes of this definition, “prepared” does not include warming or re-heating food that was assembled off-site. A Full-Service Restaurant operation may include ancillary bakery, delivery service and/or take-out service but may not include a drive-through facility.

- Commented [CMM1]: Does the 4,000SF of new commercial construction apply to any commercial use or just those already listed?
- Commented [RR2R1]: PE would like to know the answer to this question as well. Please Clarify
- Commented [CMM3R1]: The Planning Board has repeated my question, which goes to what is the intent of this bylaw? To regulate just food establishments, bulk storage and motor vehicle repair or sales or ANY new commercial construction greater than 4,000SF?
- Commented [CMM4]: Based on our discussion last week, I added this language to be clear any commercial use adding 4,000 SF of new construction triggers review under this bylaw. Please confirm this is consistent with what the Town wishes to regulate.
- Commented [CMM5]: Must the bakery also prepare the goods on premises?
- Commented [RR6R5]: PB voted unanimously to strike out this definition altogether and add it into take out food establishments definition
- Commented [RC7R5]: All planning board votes should be recommendations
- Commented [RR8]: PB Voted unanimously to add the word 'primarily'
- Commented [RR9]: PB voted unanimously to strike section 4 from the definition
- Commented [RR10]: Carolyn, the PB would like you to review this sentence

Food Establishment: Take-Out Restaurant – A commercial food service establishment where (1) prepared food is primarily freshly cooked or prepared on site by employees; (2) food and beverages are sold in disposable containers for off-premises consumption only; and (3) the customers pick up their orders either at a counter inside the building or at a walk-up window; and (3) food is prepared on-site. For purposes of this definition, “prepared” does not include warming or re-heating food that was assembled off-site. A Take-Out Restaurant operation may include an ancillary delivery service but may not include a Drive-through facility.

Fast Food Restaurant – A food service establishment where (1) prepared pre-packaged and ready-to-eat meals food and beverages that are not cooked or prepared fresh on the premises are served and sold in disposable containers for consumption either on the premises or off the premises; (2) the menu and operation are designed for quick service; and (3) the customers pick up their orders either at a counter or walk-up window. For purposes of this definition, “prepared” does not include warming or re-heating food that was assembled off-site. For purposes of this definition, “prepared” does not include warming or re-heating food that was assembled off-site.

Food Establishment: Fast Food Restaurant – A commercial food service establishment where (1) prepared food and beverages are sold in disposable containers for consumption either on the premises or off the premises; (2) the menu and operation are designed for quick service (3) the customers pick up their orders either at a counter or walk-up window; Or (4) serving pre-packaged and ready-to-eat meals and beverages that are not cooked or prepared fresh on the premises are served. For purposes of this definition, “prepared” does not include warming or re-heating food that was assembled off-site.

Food Establishment: Drive-through Facility – A service drive-up window or a mechanical device where customers waiting in motor vehicles may order and/or pick up prepared food and beverages from a food service establishment.

Restaurant – A building or part thereof to be used for the preparation, indoor sale, and consumption of meals and refreshments on the premises. Seating area for a restaurant may include open or outdoor terrace or patio upon issuance of a Special Permit. ATM 4/23/90

Restaurant, Drive-In – Premises where meals and other items of nourishment and refreshment are offered for sale, and where any portion of these are consumed or intended to be consumed off-premises or within cars parked on the premises. ATM 4/23/90.

Restaurant, Fast Food – A restaurant with drive-up window service, or that otherwise receives payment and/or dispenses products to patrons while in their vehicles. (ATM 4/25/11)

Restaurant, Formula – A restaurant that stands alone or with other use(s), and which prepares food and beverage on-site for sale to the public, and which is required by contractual or other arrangement or as a franchise to offer any of the following features: Standardized menu,

Commented [RR11]: PB voted unanimously to add the word "primarily"

Commented [CMM12]: We discussed ice cream shops where the ice cream is made off-site. Shall we include ice cream shops from this definition? Consider them to be retail? Or is it enough that an ice cream shop offers trapped and sundae for sale food enough to be a take-out restaurant?

Commented [RR13]: Carolyn, PB would like you to review this sentence

Commented [CMM14R13]: Please clarify. I don't know what sentence you are referring to.

Commented [CMM15]: I recognize the different types of restaurants we are trying to regulate. Take out restaurants would include an ice cream shop, pizza/sub shop, clam shack, etc. However, if any of these uses add picnic tables or benches outside but on the premises, they could become Fast Food Restaurants, which are not allowed. Similarly, if McDonald's eliminated their dining room and only offered food to be eaten off-premises, they would fit the definition of Take-out Restaurant and be allowed in three districts.

Commented [RC16R15]: Added that food has be prepared on site.

Commented [RR17]: Carolyn - PB would like to know why we need two separate categories for full service and take out since they are in the same categories? Why can't we make it one category?

Commented [CMM18R17]: Full service if the overarching category, whereas Take Out is only for off-premises consumption, meaning no table service on site. In my opinion, they should be defined separately.

Commented [CMM19]: Should this say NOT cooked or prepared fresh on site to distinguish it from Take-Out restaurant?

Commented [CMM20]: This could apply to some Take-Out Restaurants, too, like a pizza or fish and chips shop.

Commented [RC21R20]: Maybe instead ready to eat meals/ premade? Other types prepare food to order, but what would constitute premade?

Formatted: Highlight

Commented [RR22]: Is there anything else we can write in this definition to make this language stronger? The PB is concerned that a fast food restaurant could say they are a take out restaurant. They feel that the two definitions are not differentiated enough

Commented [CMM23R22]: Fast Food includes consumption on or off premises, while Take Out is only off-premises. However, I raise the question above about a clam shack putting out a few picnic tables--does that make it consumption on premises? In my opinion, it would, so are we prepared to not allow Take Out restaurants to offer ... [1]

trademark or service mark, defined as a word, phrase, symbol, design or logo, or a combination of words, phrases, symbols, designs and/or architecture, façade, or color scheme that identifies the restaurant as one (1) of twenty five (25) or more other restaurants worldwide. (ATM 4/25/11)

B. By amending Chapter 235, Section V – Uses, Table 5.3.2 – Commercial, by striking from the table the uses of “~~Restaurant, Indoor,~~” “~~Restaurant Drive-In,~~” “~~Restaurant Fast Food,~~” and “~~Restaurant Formula~~” and inserting the uses of “Food Establishment: Bakery”; “Food Establishment: Full-Service Restaurant”; “Food Establishment: Take Out Restaurant”; “Food Establishment: Fast Food Restaurant”; and “Food Establishment: Drive-Through Facility”, which shall be allowed by special permit (A) or prohibited (O) as follows in the various zoning districts:

5.3.2 Use Regulations:

5.3.2 Commercial	CD	R1	R2	NSP	C	C2
	<u>A</u>	<u>O</u>	<u>O</u>	<u>O</u>	<u>A</u>	<u>A</u>
<u>Food Establishment: Bakery</u>	<u>A</u>	<u>O</u>	<u>O</u>	<u>O</u>	<u>A</u>	<u>O</u>
<u>Food Establishment: Full-Service Restaurant</u>	<u>A</u>	<u>O</u>	<u>O</u>	<u>O</u>	<u>A</u>	<u>O</u>
<u>Food Establishment: Take-Out Restaurant</u>	<u>A</u>	<u>O</u>	<u>O</u>	<u>O</u>	<u>A</u>	<u>O</u>
<u>Food Establishment: Fast Food Restaurant</u>	<u>O</u>	<u>O</u>	<u>O</u>	<u>O</u>	<u>O</u>	<u>O</u>
<u>Food Establishment: Drive-through Facility</u>	<u>O</u>	<u>O</u>	<u>O</u>	<u>O</u>	<u>O</u>	<u>O</u>
<u>Food Establishment: Ice Cream Parlor</u>	<u>A</u>	<u>O</u>	<u>O</u>	<u>O</u>	<u>A</u>	
Restaurant, Indoor	A	O	O	O	A	O
Restaurant, Drive-In	O	O	O	O	A	O
Restaurant, Fast Food	O	O	O	O	O	O
Restaurant, Formula	O	O	O	O	O	O

C. By repealing Chapter 235-Section 6.29 – Fast Food & Formula Restaurant Prohibition in its entirety and replacing it with a new Chapter 235, Section 6.29 - Developments of Significant Planning Interest by inserting the following underlined text:

6.29.1-Purpose:

The purpose of this bylaw is to regulate the location, traffic, scale, impacts, and visual features of Developments of Significant Planning Interest in Wellfleet to maintain the unique, small-scale, small-town character and the quality of life for all Wellfleet residents by preserving the individuality and distinctive appeal which are among the Town's most recognized features. Preservation of the existing character, diversity, variety, and scale of commercial activities is vital to the continuation of Wellfleet's ability to attract both residents and visitors. Wellfleet must retain its distinctive Cape Cod character, general welfare, and historical and cultural relevance.

This bylaw incorporates by reference and shall be construed consistently with the policy direction of the Town's Comprehensive Plan, the Cape Cod Commission Act, the enabling act of the Cape Cod National Seashore, and Wellfleet's designated historic districts, with which Wellfleet is intimately and intricately associated.

6.29.2 Application Requirements

Applicants for Special Permits for uses so controlled as **Developments of Significant Planning Interest** shall submit to the Zoning Board of Appeals three copies of the following:

- a) An application identifying the intended use and narrative description of the proposed use;
- b) A site plan prepared by a licensed architect, licensed landscape architect, or Registered Professional Engineer, showing proposed structures, building design, lighting, drives, parking, landscaping, screening, dust mitigation, and provision for stormwater management and drainage;
- c) A floor plan for all floors, an elevation plan of all sides of the proposed building and a plan or rendering showing the proposed building in relation to adjoining structures and abutting properties;
- d) A plan showing the dimensions, type, location and elevations of all proposed signs; and
- e) photographs of the premises in its current condition and all adjoining structures.

Forthwith upon receipt of the above materials, the Board of Appeals shall transmit one set of them to the Planning Board for their review and recommendation.

6.29.3 Special Permits for Development of Significant Planning Interest

6.29.3.1 Bulk Storage, Motor Vehicle Repair or Sales Shop.

In addition to Sections 8.4.2.1, 8.4.2.2, and 8.4.2.3 of this Bylaw, the following shall be considered by the Special Permit Granting Authority prior to the issuance of a special permit for

the following uses, **Boat House, Commercial; Bulk Storage, Open; Bulk Storage, Tanks; Filling Station; Motor Vehicle Repair Shop; Motor Vehicle Sales; and Warehouse.**

(a) whether the proposed use will increase the intensity of use on the site to a level that will adversely impact land uses in the area, pedestrian or motor vehicle traffic or the public welfare;

(b) whether the proposed design and any other improvements to the site are compatible with the existing architecture and unique aesthetic appearance of the zoning district;

(c) whether the proposed design retains the historic characteristics if located within a designated historic district.

(d) whether the proposed design preserves the character-defining elements of an historic building and its setting when adapting to a new use.

(e) The use of permeable pavement or pavers for parking areas and walkways ;

(f) whether the proposed use will generate noise, dust, odor, glare, fumes, vibration, risk of fire or explosion or similar noxious impacts to surrounding properties and whether these impacts can be sufficiently mitigated;

(g) whether the proposed use includes the storage or presence of hazardous and/or combustible materials;

(h) the overall impact of the proposed use on the health and safety of area residents.

6.29.4 Food Service Establishments or Other Commercial Developments involving more than 4,000 square feet of floor area

In addition to Sections 8.4.2.1, 8.4.2.2, and 8.4.2.3 of this Bylaw, the following shall be considered by the Special Permit Granting Authority prior to the issuance of a special permit: provided, however, that the Special Permit Granting Authority shall not require strict compliance with the design criteria contained in this section with respect to food service establishments that are pre-existing nonconforming as of the date of adopting this zoning amendment at the Spring 2023 Annual Town Meeting but may grant waivers when the Special Permit Granting Authority finds such waiver(s) to be in the best interests of the Town or that strict compliance would cause an undue financial hardship to the food service establishment or that strict application of the design criteria would not be consistent with the existing style or character of the pre-existing nonconforming food service establishment:

(a) Whether the proposed use is designed and operated in a manner that preserves the community's distinctive small-town character, including the following:

- (1) the use of natural shingles or clapboards as exterior finishes;
whether the building incorporates a gabled roof;
whether the building proposes to use 6 over 6 or similar paned windows and doors;
- (2) exterior lighting uses gooseneck or similarly designed lighting;
- (3) use of permeable pavement or pavers for parking areas and walkways;

Commented [CMM24]: Since Bulk Storage and MV repairs and Sales is addressed above, I think the intent of this section is to establish design criteria for food service establishments and other commercial developments adding 4,000 SF or more. Or should this section only pertain to food establishments? Please confirm.

Commented [RC25R24]: Large scale commercial developments and food establishments.

Commented [CMM26]: This is proposed exemption language we discussed last week, which can be modified if too broad or narrow.

- (5) Preserve the character-defining elements of an historic building and its setting when adapting to a new use.
- (6) whether the façade is broken up in terms of color scheme, use of materials and incorporates segments that protrude forward or are recessed to minimize the appearance of massing;
- (7) whether the design is compatible with the character of surrounding properties or the zoning district;
- (8) use of native plantings of a suitable size, diversity and hardiness to survive Cape Cod's climate and minimize use of water, herbicides and pesticides;
- (9) use of small-scale, painted wooden signs that are externally illuminated;
- ~~(10) When practical, whether parking is provided to the sides of the building and parking in the front of the building is minimized;~~
- ~~(11) Whether customers place and pay for their own orders directly and electronically without the assistance of staff;~~
- ~~(12) Whether the business model includes curbside pick-up or delivery of goods to patrons in their vehicles; and~~
- ~~(13) Whether entrances are automatic or manual.~~
- ~~(14) (11) Accessibility of the development for disabled individuals.~~

(b) whether the proposed use contributes to the diversity of uses to assure a balanced mix of businesses available to serve residents and visitors;

(c) whether the proposed building design and any other improvements to the site are compatible with the existing architecture and unique aesthetic appearance of the zoning district;

(d) whether the proposed use will increase the intensity of use on the site to a level that will adversely impact land uses in the area, pedestrian or motor vehicle traffic or the public welfare;

(e) whether the size, style and design of signage is appropriate to maintain the scale and character of Wellfleet;

(f) whether the proposed use will generate noise, dust, odor, glare, fumes, vibration, risk of fire or explosion or similar noxious impacts to surrounding properties and whether these impacts can be sufficiently mitigated;

(g) whether the proposed use includes the storage or presence of hazardous or combustible materials;

(h) the overall impact of the proposed use on the health and safety of area residents;

6.29.2.3 Floor Area Applicability

Any increase in floor area shall be cumulative upon the adoption of this bylaw (ATM 2023).

6.29 FAST FOOD & FORMULA RESTAURANT PROHIBITION (ATM 4/25/11) Purpose: The Cape Cod seaside character of Wellfleet is unique, and is important to the people of the community and their collective identity as a community, as well as to the visiting public. Far more than

Commented [RR27]: PB voted unanimously to have Town Counsel and the SB look into having 6.29.4 a #1-16 to apply to only the CD District and overlay. Do we need to add both or just the CD since the overlay is within the CD district.

Commented [CMM28R27]: Is the above comment necessary if we exempt pre-existing nonconforming restaurants from strict compliance with these design criteria?

character, general welfare, and historical and cultural relevance as a rural community. These uses are therefore prohibited in order to preserve and protect the unique and locally-oriented community experience of Wellfleet, and all that this offers to its citizens and tourists alike as a treasured destination. This policy is also consistent with the policy direction of the Town's Comprehensive Plan, the Cape Cod 77 Commission Act, and the enabling act of the Cape Cod National Seashore, with which Wellfleet is intimately and intricately associated.

Summary: When Wellfleet adopted both the Formula Business and Fast Food & Formula Restaurant provisions in 2011 the Attorney General warned the Town that both provisions but noted that at the time, no court rulings had been made. Both provisions used substantially the same language and definitions. The following year, Cumberland Farms, Inc. v. Board of Appeals of the Town of Wellfleet and the Town of Wellfleet challenged the validity of Section 6.30 Formula Business. In 2015 a ruling was made invalidating Wellfleet's Formula Business provisions on the grounds that they (1) violated G.L. c.40A, §4, which requires that zoning regulations be uniform within a zoning district for each class or kind of structure or use permitted, and (2) imposed impermissibly vague and subjective special permit standards. We have also been advised that the definitions of Drive-In Restaurant and Fast Food Restaurants are likely too similar to prohibit one and allow the other. We have been informed by Town Counsel that the Fast Food and Formula Restaurants is similarly vulnerable to challenge. In order to protect the Town from development that it considers deleterious we need to amend our Zoning Bylaw. This proposal retains the prohibition on Fast Food Restaurants, strengthens our definitions, and gives the Zoning Board of Appeals additional tools to protect the character of Wellfleet and extends them to some other commercial uses of particular concern. [It also defines certain light industrial uses or scale as activities that require additional considerations to be taken into account.](#)

Fast Food includes consumption on or off premises, while Take Out is only off-premises. However, I raise the question above about a clam shack putting out a few picnic tables--does that make it consumption on premises? In my opinion, it would, so are we prepared to not allow Take Out restaurants to offer picnic tables? Fast Food also includes the service of packaged and ready-to-eat meals, as opposed to Take Out which primarily prepares fresh food to order. Take Out and Fast Food are so similar that I think we have differentiated them as much as possible, but I am open to any suggesting the Planning Board may have.

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SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: January 31, 2023

VII

SELECTBOARD REPORTS:

Reported by:	Topic:



SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: January 31, 2023

VIII

TOPICS FOR FUTURE DISCUSSION

- **The Selectboard will discuss a list of current items that are outstanding**



SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: January 31, 2023

IX

VACANCY REPORTS

*****Please see the packet for full report*****

Date: January 31, 2023
To: Board of Selectmen
From: Rebekah Eldridge
Re: Vacancies on Town Boards

Bike and Walkways Committee (5 members)

Vacant Positions	Appointing Authority	Length of Term
2 Positions	Selectboard	1 year (complete term)
Requesting Appointment: No applications on file		

Board of Assessors (3 members, 1 alternate)

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

Board of Health (5 members, 2 alternates)

Vacant Positions	Appointing Authority	Length of Term
0 alt Positions	Selectboard	3 years
Requesting Appointment: No applications on file		

Board of Water Commissioners (5 Members, 2 Alternates)

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

Cable Advisory Committee (5 Members)

Vacant Positions	Appointing Authority	Length of Term
1 Position	Selectboard	1 year
Requesting Appointment: Mark Washburn submitted his resignation 1-27-2023		

Commission on Disabilities (up to 5 Members)

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

Conservation Commission (7 Members + 2 alternates)

Vacant Positions	Appointing Authority	Length of Term
0 Positions	Selectboard	
2 alt Positions		3 years
Requesting Appointment:		

Council on Aging (11 Members)

Vacant Positions	Appointing Authority	Length of Term
2 Positions	Selectboard	3 years
Requesting Appointment: No application on file		

Cultural Council (no more than 15 Members)

Vacant Positions	Appointing Authority	Length of Term
7 Positions	Selectboard	3 years
Requesting Appointment: no applications on file		

Dredging Task Force (5 Members)

Vacant Positions	Appointing Authority	Length of Term
0 Positions	Selectboard	3 years

Requesting Appointment: No applications on file

Energy and Climate Action Committee

Vacant Position	Appointing Authority	Length of Term
1 Position	Selectboard	

Alternate Position
1 Position

Finance Committee (9 members, 2 alternate)

Vacant Positions	Appointing Authority	Length of Term
1 Alternate Position	Town Moderator	3 years

Requesting Appointment: **one application on file** ~ Timothy Sayer

Historical Commission (7 members)

Vacant Positions	Appointing Authority	Length of Term
0 Vacancies	Selectboard	3 years

Requesting Appointment: **no** application on file

Local Housing Partnership (at least 10 members)

Vacant Positions	Appointing Authority	Length of Term
0 Vacancy	Selectboard	1 year

Requesting Appointment: No application on file

Marina Advisory Committee (7 Members, 2 Alternates)

Vacant Positions	Appointing Authority	Length of Term
1 Alternate Position	Selectboard	2 years

Requesting Appointment: No applications on file

Natural Resources Advisory Committee (7 Members)

Vacant Positions	Appointing Authority	Length of Term
3 Position	Selectboard	3 years

Requesting Appointment: No application on file

Open Space Committee (7 Members)

Vacant Positions	Appointing Authority	Length of Term
0 Positions	Selectboard	1 year

Requesting Appointment: **No** application on file

Personnel Board (4 members + TA + FinCom Rep)

Vacant Positions	Appointing Authority	Length of Term
2 Positions	Selectboard	3 years

Requesting Appointment: No applications on file

Planning Board (7 members + 2 alternates)

Vacant Positions	Appointing Authority	Length of Term
2 Alternate Position	Selectboard	5 years

Requesting Appointment: No applications on file

Recreation Committee (7 Members)

Vacant Positions	Appointing Authority	Length of Term
2 Positions	Selectboard	3 years

Requesting Appointment: No applications on file

Recycling Committee (7 Members + 2 Alternates)

Vacant Positions Appointing Authority

2 Alternate Positions Selectboard

Requesting Appointment: No applications on file

Length of Term

3 years

Rights of Public Access (5 Members)

Vacant Positions Appointing Authority

2 Positions Selectboard

Requesting Appointment: No application on file

Length of Term

1-2 years

Shellfish Advisory Board (7 members + 2 Alternates)

1 Vacant Positions Appointing Authority

1 Alternate Position Selectboard

Requesting Appointment: No application on file

Length of Term

3 years

Zoning Board of Appeals (5 Members, 4 Alternates)

Vacant Positions Appointing Authority

0 Position Selectboard

Requesting Appointment: No applications on file

Length of Term

3 years



SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: January 31, 2023

X

MINUTES

REQUESTED BY:	Executive Assistant
DESIRED ACTION:	Approval of Minutes
PROPOSED MOTION:	I move to approve the meeting minutes of January 17, 2023.
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____

***Wellfleet Selectboard
Hybrid Meeting
Zoom/Old Kings Highway Wellfleet
Tuesday January 17, 2023; 7pm
Meeting Minutes***

Members Present: Ryan Curley, Chair; Michael DeVasto, Vice Chair; Kathleen Bacon, Barbara Carboni, John Wolf

Others Present: Rebekah Eldridge, Executive Assistant; Bruce Hurter, Open Space Committee; Mary Rogers, Community Preservation Committee; John Mankevetch, Nancy Civetta, Shellfish Constable; Gary Sorkin, Chair of the Community Preservation Committee; Dennis O'Connell, Abutter of Egg Island; Helen Miranda Wilson, Resident; Deb Mattingly, Robert Stewart, Resident applying for a board or committee membership; Tim Sayer, Resident of Wellfleet

Chair Curley Called the meeting to order at 7:04pm

I. *Announcements, Open Session and Public Comments*

Note: Public comments must be brief. The Board will not deliberate or vote on any matter raised solely during Announcements & Public Comments.

Chair Curley announced that The Town Administrator was attending the Finance Committee meeting and would join virtually when that meeting was over.

Board Member Bacon thanked the attendees and people who put on the MLK 21st annual walk.

Civetta announced that both "Johnny Clam and Chris Manuella have been with the town for 17 and 22 years.

II. *Consent Agenda*

A. Common Victualler Licenses ~ Please see Selectboard packet for full list

B. Re-Appointment of John Mankevetch to Assistant Constable for Propagation

C. Re-Appointment of Chris Manulla to Deputy Shellfish Constable

D. Letter from The Bookstore Restaurant to close The Bookstore and Bomb Shelter for repairs and renovations. See letter for details

E. Use of Town Hall driveway and lawn ~ Sunday July 16, 2023 (rain date July 23, 2023) 7am-2pm ~ Annual Summer book sale, Friends of the Library

F. Josh Yeston ~ Appointment to the Wellfleet Cable Advisory Committee

G. Conservation Trust Grant to be resigned by Selectboard ~ previously approved.

H. Use of Town Property Duck Harbor Rd./NSP/Ducks Unlimited

Chair Curley Moved; Board Member DeVasto seconded, and it was voted to adopt the consent agenda as printed

Roll Call Vote: 5-0

III. Public Hearings

Chair Curley Opened the public hearing at 7:06

- A.** Review the annual list of community needs for Community Housing, Historic Preservation, Open Space and Outdoor Recreation, gathered by the Wellfleet Community Preservation Committee in accordance with the Community Preservation Act, G.L. c. 44B.

Rogers and Hurter came to the microphone and Sorkin was on virtually, he gave a brief explanation of why this group was in front of the board, explaining that they are required each year to go in front of the board with a hearing explaining the town's needs.

Hurter began with the open space committee's opening statement. He read a document explaining his articles for the annual town meeting in April of 2023. The board had some questions for Hurter. Rogers stated that if there were any questions for the community needs, anyone could contact her at town hall.

Chair Curley moved to close the public hearing for Community Housing, Historic Preservation, Open Space and Outdoor Recreation, gathered by the Wellfleet Community Preservation Committee in accordance with the Community Preservation Act, G.L. c. 44B.

Roll Call Vote: 5-0

- B. Chair Curley and Board Member DeVasto recused themselves from this public hearing.**

Board Member Carboni chaired this portion of the hearing.

Continuation of Hearing to extend grant license 2000-06; Nick Sureck Carboni asked the constable to explain what had happened since the last continuation of this hearing.

Civetta spoke to the board explaining that she has been back and forth with town counsel trying to understand the details of this hearing. She stated she is trying to understand the mean low water and is still collecting information and asked the board to continue this hearing until January 31, 2023, when there is another Egg Island hearing in front of them in January. O'Connell questioned what was going on with this parcel, Civetta stated she would explain once she had all the answers from town counsel. Wilson spoke to the board and asked them to go back and watch a previous meeting that addressed this issue. Mattingly also spoke to the board stating some of her concerns and about what the residents want in the development of that area.

Board member Wolf Moved; Board Member Bacon Seconded and it was voted to continue this hearing until January 31, 2023, 7pm.

- C. Chair Curley Opened this hearing at 7:31pm**

Application received December 9, 2022, from New Fleet Corporation, dba Hog Island Surf Lodge & Beer Yard, 842 Route 6 Wellfleet, MA, Mike McNamara, Manager, for a new Year-Round All Alcohol Restaurant License. Chair Curley explained that the hearing will be continued because the manager is ill and wanted to attend the meeting., Chair Curley stated he would take public comments if there were any,

**Chair Curley Moved; Board Member Bacon Seconded; and it was voted to continue the public hearing until January 24, 2023, at 7pm
Roll Call Vote: 5-0**

D. Chair Curley Opened this hearing at 7:33pm

Application received December 27, 2022, from Ekadanta, Package Corporation; DBA Wellfleet Wine and Spirits; 2568 Route 6, Wellfleet, MA 02667; Manager Niles Marfatia, for an amended alcohol license, to go from seasonal to year-round.

Eldridge explained that there are no off-premises year-round alcohol licenses available to the town of Wellfleet therefore the board could not vote on this application.

Chair Curley Closed the above hearings at 7:45pm

IV. Licenses

A. Weekday Entertainment ~

Wellfleet Harbor Actor's Theater

The Copper Swan

Flying Fish Café

Chair Curley Moved; Board Member Seconded and it was voted to approve the above-named restaurants weekday entertainment licenses.

Roll Call Vote: 5-0

V. Board/Committee Appointments and Updates

A. Robert Stewart ~ Appointment to the Wellfleet Conservation Commission

Chair Curley Spoke to Stewart asking if he had interest in more than one board and listed the Planning Board had an alternative, and the Wastewater Committee. Stewart questioned the time commitment for the boards. Wilson spoke to the board stating that he wasn't able to be on two regulatory boards per the Wellfleet Charter. Carboni stated that she felt he would be best fit as a member of the Conservation Commission.

Chair Curley Moved, Board Member Carboni Seconded, and it was voted to appoint Robert Stewart to the Conservation Commission for a term of three-years, to be sworn in by the town clerk and to read all rules and regulations of the town to be a member of the committee.

Roll Call Vote: 5-0

VI. Business

A. Zoning Bylaw Amendment - Inclusionary Zoning ~ Chair Curley

The board discussed this bylaw and Carboni stated she looked into what other towns have done with respect to the threshold. Chair Curley spoke to the restrictions and the threshold of the units. DeVasto stated that he felt 2 units is to low of a threshold giving some examples.

Chair Curley Moved; Board Member Carboni Seconded, and it was voted to amend the proposed bylaw to strike 6.28.3 A development of 2 or more dwelling units.

Roll Call Vote: 5-0

Chair Curley Moved; Board Member DeVasto Seconded; and it was voted to refer the inclusionary zoning bylaw amendment as drafted to town counsel for review and comment and to the Planning Board as a draft for comment.

Roll Call Vote: 5-0

B. Zoning Bylaw Amendment - Definitions of Trees ~ Chair Curley

The board moved on to the definition of trees and there was little discussion with not many issues. The only issue brought up was woody trees brought up by Board Member DeVasto, he also stated that he feels they should be careful when talking about private property.

C. Zoning Bylaw Amendment - Cutting Timber within the NSP ~ Chair Curley

The Board discussed cutting timber within the National Seashore Parks. The board discussed this bylaw amendment in great detail.

Chair Curley Moved; Board Member Carboni Seconded; and it was voted to amend the Cutting of Timber Bylaw Amendment striking the first exemption for the section that states “shall not apply to the removal of trees threatening peoples’ structures, roadways, or utilities”.

Roll call vote: 5-0

D. Zoning Bylaw Amendment - Landscape and Tree Preservation ~ Chair Curley

The Board moved on this landscape and tree prevention bylaw amendment. Chair Curley gave some points of reference for the board. Carboni questioned how this would apply to a homeowner if they decided they wanted a different look not a new homeowner, how does it operate with new construction. Chair Curley explained the table that was presented in the amendment.

E. Zoning Bylaw Amendment – Locally Notable Trees ~ Chair Curley

Bacon Spoke to the board commending Chair Curley for all his hard work on these bylaw amendments.

The board discussed this amendment, Chair Curley explained these are very large trees. DeVasto stated they are 36 inch in diameter. There weren't many issues with this bylaw amendment. DeVasto questioned who was the granting authority? Chair Curley explained the granting authority is the Zoning Board of Appeals unless the Planning Board is specially designated. It was discussed what if there is a tree with a limb that is dangerous or impending danger on a homeowner's home. The exemption was discussed being removed, as it may take a long period of time that could damage the house the homeowner doesn't have time to wait for a ZBA hearing. Carboni suggested inserting language that states there is imminent threat of people's structures, roadways or utilities,

Chair Curley Moved, Board Member Carboni Seconded and it was voted to amend the locally notable tree bylaw amendment to read if there is imminent threat of people's structures, roadways, or utilities.

Roll Call Vote: 4-0-1 (DeVasto voted no).

Board Member Moved, Board Member Seconded; and it was voted to refer the tree preservation bylaws as amended to town counsel for review and comment and to the Planning Board for comment as draft.

Roll Call Vote: 4-1-0 (DeVasto voted no)

F. Capital Improvement Budgets ~ **Deferred to January 24, 2023, meeting.**

- Wellfleet IT Department
- Maurice's Campground Planning & Development

VII. *Selectboard Reports*

Chair Curley stated the cape and islands water protection fund met last week and he explained the fund is not taking in enough money to cover wastewater money matters. He gave some information on what the state planned on doing and what they are currently doing. He informed the board that as of 2025 the fund will be completely out of money.

Wolf gave a report to the board from the Dredging Task force meeting that he attended and the Marina Advisory Board. He gave an update on both meetings, covering dredging, and updates from the Shellfish Constable. Wolf explained that there was a long discussion with the Marina Advisory Committee about paid parking at the Marina. Taxpayers paying one fee and non-taxpayers paying a different fee.

VIII. *Town Administrator's Report*

Waldo was unable to join the meeting due to him being at the finance meeting, the board commented on his great reports and Eldridge stated she will put all past and upcoming reports on the town's website under town administrator.

Please see the packet or the Administration page for the full reports.

IX. *Topics for Future Discussion*

Parking at the Marina needs to be addressed.

Cost for hearings needs to be addressed, DeVasto spoke to the board about thinking he was recused because it was only shellfish related.

X. *Vacancy Reports*

Please see the packet for the full report

XI. *Minutes*

A. December 20, 2022

Bacon asked for clarification public record, the attorney that spoke Dalmas she was the attorney for the abutters Michael Shannon and Brad

Board Member Bacon Moved; Board Member Wolf Seconded; and it was voted to approve the minutes of December 20, 2022, as amended.

Roll Call Vote: 5-0

XII. *Adjournment*

Chair Curley Moved, Board Member DeVasto Seconded, and it was voted to adjourn the meeting.

Roll Call Vote: 5-0

Meeting Adjourned: 9:05pm



SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: January 31, 2023

XII

ADJOURNMENT

REQUESTED BY:	Selectboard Chair Ryan Curley
DESIRED ACTION:	To Adjourn
PROPOSED MOTION:	I move to Adjourn open session and go back into executive session if necessary
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____