



## Wellfleet Selectboard

### **Note: Start Time of 6pm**

The Wellfleet Selectboard will hold a public meeting on **Tuesday, December 19, 2023, at 6:00 p.m.** The Chapter 2 of the Acts of 2023, 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: +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 be recognized to speak. If attending a meeting in person, please find the closest available microphone and confine any personal conversations to the outside of 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](http://wellfleet-ma.gov)

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### **I. *Announcements and Public Comments***

**Note: Public comments are limited to no more than three minutes per speaker.**

The Board will not deliberate or vote on any matter raised solely during Announcements & Public Comments.

### **II. *Consent Agenda***

A. Massachusetts Broadband Institute Verizon support letter ~ for selectboard to reaffirm.

B. Use of The Town Pier Bandstand as part of the annual outdoor Art Project "PROJECT" ~ Susie Nielson/Farm Projects Gallery ~ August 10, 2024, ~ 4-10pm

### **III. *Appointment of the new Wellfleet Chief of Police ~ Kevin LaRocco***

### **IV. *Wellfleet Solar Panels***

A. Coles Neck Solar: Amendment to solar power purchase and lease agreement ~ Rick Holland, KP Law & Rich Waldo

- V. ***Public Hearings***  
 A. Approve the transfer of shellfish grant license #755 from Joseph Gray and Rachael Finn to Rachael Finn.
- VI. ***Open Meeting Law Complaint***  
 A. The board will address the open meeting law complaint filed on November 21, 2023, ~ Michael Shannon
- VII. ***Licenses***  
 A. Renewal of 2024 Annual Alcohol Licenses.
  - BAPPS TAPS, LLC
  - Bapps Taps, LLC dba: The Block and Tackle
  - Black Fish Creek Inc dba: Seaside Liquors
  - Bookstore and Restaurant Inc
  - Fitzgerald hill LLC dba: the Copper Swan
  - KB Kitchens, Inc. dba: C Shore
  - MJT Enterprises, Inc. dba: Blackfish Variety
  - Saveur De Pain Inc dba: PB Boulangerie Bistro
  - Slaibi Enterprises, Inc. dba: Wellfleet Mobil
  - Tek Restaurant Group, Inc. dba: The Wicked Oyster
  - Wellfleet Harbor Actors Theater
  - Wellfleet Marketplace, Inc.
  - Wellfleet Preservation Hall, Inc.
  - Wellfleet Spirits Shoppe, Inc
- VIII. ***Board/Committee Appointments and Updates***  
 A. Interview and possible vote taken to appoint Wendy Rennert to be on the Wellfleet Council on Aging Advisory Board  
 B. Interview of and possible votes for the Applicants for the Dredging Task Force
  - Chris Merl
  - Alfred Pickard
 C. Interviews and possible votes taken for a voting member of the Shellfish Advisory Board
  - Chris Merl
  - Brad Morse
  - Helen Miranda Wilson
- IX. ***Business ~ The following items may require a motion and vote:***  
 A. Approval of final draft of Conservation Restriction ~ Fouse/Chequessett Neck Road~ Final Draft ~ Denny O'Connell  
 B. Herring River Restoration: Project Update and change order request – Wes Stinson, Environmental Partners – Project OPM Nils Wiberg, Fuss and O'Neil – Project Design Consultants  
 C. Pesticide Reduction Home Rule Petition warrant article ~ Laura Kelley ~ POCCA  
 D. Support Letter for Comcast Cable to the MBI Broadband Infrastructure Gap Networks grant program.  
 E. State Efficiency Regionalization Grant ~ Town Administrator ~ Rich Waldo

- X. *Town Administrator's Report*
- XI. *Selectboard Reports*
- XII. *Topics for Future Discussion*
- XIII. *Vacancy Reports*
- XIV. *Minutes*
  - A. December 5, 2023
- XV. *Adjournment*



## SELECTBOARD

AGENDA ACTION REQUEST  
Meeting Date: December 19, 2023

I

### ANNOUNCEMENTS AND PUBLIC COMMENTS

<b>REQUESTED BY:</b>	Wellfleet Selectboard
<b>DESIRED ACTION:</b>	Announcements to the board and public
<b>PROPOSED MOTION:</b>  <b>SUMMARY:</b>	<b><i>NOTE: Public comments are limited to no more than three minutes per speaker and be allowed to speak twice.</i></b> The Board will not deliberate or vote on any matter raised solely during Announcements & Public Comments.
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):  
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____





# SELECTBOARD

AGENDA ACTION REQUEST  
Meeting Date: December 19, 2023

II

## CONSENT AGENDA

<b>REQUESTED BY:</b>	Various Parties
<b>DESIRED ACTION:</b>	To approve the following without objection
<b>SUMMARY:</b>	<b>I move to approve the following items with no objection:</b> <ul style="list-style-type: none"><li>• <b>Confirm the executed letter of the Massachusetts Broadband Institute Verizon Support Letter</b></li><li>• <b>Use of the town pier bandstand to Farm Projects Gallery/Susie Nielson for an annual outdoor art project; August 10, 2024, 4pm-10pm, for a fee of \$110.00.</b></li></ul>
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Conditions:
<b>VOTED:</b>	Yes _____ No _____ Abstain _____



**OFFICE OF THE TOWN ADMINISTRATOR**

300 MAIN STREET  
WELFLEET, MA 02667  
(508) 349 - 0300

Massachusetts Broadband Institute (MBI)  
Massachusetts Technology Collaborative  
75 North Drive  
Westborough, MA 01581

December 6, 2023

Dear MBI,

The Town of Wellfleet submits this letter of support in conjunction with Verizon's application to the Massachusetts Broadband Institute for the Broadband Infrastructure Gap Networks Grant Program. We are pleased that Verizon plans to expand their fiber optic network and facilitate broadband for unserved and underserved residents and businesses in Wellfleet.

Access to broadband is critical to full participation in a global digital economy including working from home, connecting with loved ones, finding employment, educating children remotely, and accessing critical telehealth services. In response to these needs in Wellfleet, Verizon will deploy their fiber network to Wellfleet locations that either lack or have inadequate broadband service, with a particular focus on Gateway Municipalities and Qualified Census Tract locations consistent with the Program's objectives. Wellfleet residents will benefit from an increased range of speed of service without which can thwart economic development, educational achievement, telemedicine advancement, and other critical needs that Massachusetts prioritizes for its citizens.

In order to provide broadband access to those residents that need it the most, Wellfleet supports Verizon's effort to obtain funding to further their plan to provide high-speed broadband service in our community. We view this as an opportunity to better the quality of life in these communities that are so dependent upon having a reliable, quality broadband infrastructure to keep their residents connected for years to come.

If you have any further questions or concerns related to this letter, please feel free to contact me at (508) 349-0300.

Sincerely,

Richard Waldo  
Town Administrator

APPLICATION FOR PERMIT TO USE TOWN OWNED PROPERTY

TOWN OF WELFLEET  
300 MAIN STREET  
WELFLEET, MA 02667

Applicant SUSIE NIELSEN Affiliation or Group FARM PROJECTS GALLERY

Telephone Number 617-650-9800 Mailing Address Box 1703

Email address info@farmprojectspace.org Welfleet, MA 02667

Town Property to be used (include specific area) The Town Pier Bandstand  
part of an annual outdoor art project called PROJECT

Date(s) and hours of use: Saturday August 10 - 4 - 10 pm PROJECT

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.

We would like to do a <sup>video</sup> projection from the inside  
of the town pier bandstand. We would like to cover  
the sides w/ a light projection material and project  
out from sundown to 9:30.

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

We would need power for the projectors otherwise  
we can do the rest.

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:

- Proof of Insurance Required
- 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**

<b>Health/Conservation Agent:</b> N/A Comments/Conditions:  Permits/Inspections needed:	<b>Inspector of Buildings:</b> OK - Angelo Comments/Conditions:  Permits/Inspections needed:
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<b>Police Department:</b> OK - Kevin LaRocco Comments/Conditions:	<b>Fire Department:</b> OK - Rich Pauley Comments/Conditions:
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<b>DPW:</b>  Comments/Conditions	<b>Community Services Director:</b> OK - Suzanne Thomas Comments/Conditions: - follow Recreation recommendations
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<b>Harbormaster:</b> OK - Wes Sullivan Comments/Conditions	<b>Shellfish:</b> N/A Comments/Conditions
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<b>Recreation:</b> OK Becky Comments/Conditions has stipulations for new band stand no nails	<b>Town Administrator:</b>  Comments/Conditions
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## SELECTBOARD

AGENDA ACTION REQUEST  
Meeting Date: December 19, 2023

II

# APPOINTMENT OF WELLFLEET POLICE CHIEF KEVIN M. LAROCCO

<b>REQUESTED BY:</b>	<b>The Wellfleet Selectboard and Town Administrator</b>
<b>DESIRED ACTION:</b>	<b>To appoint and pin the new Wellfleet Police Chief</b>
<b>PROPOSED MOTION:</b>	<b>I move to appoint Kevin M. LaRocco as Chief of Police for the Town of Wellfleet and to authorize the Town Administrator to execute the employment contract.</b>
<b>SUMMARY:</b>	
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s): _____
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____



## SELECTBOARD

AGENDA ACTION REQUEST  
Meeting Date: December 19, 2023

III

### COLES NECK SOLAR

~ A ~

<b>REQUESTED BY:</b>	<b>Rick Holland, KP Law &amp; Rich Waldo, Town Administrator</b>
<b>DESIRED ACTION:</b>	<b>To amend Solar Panel and lease agreement/ Estoppel Certificate</b>
<b>PROPOSED MOTION:</b>  <b>SUMMARY:</b>	<b>I move that the Selectboard approve the amendment to solar power purchase and lease agreement signed by Acting Assistant Town Administrator David Colton and negotiated with assistance from town counsel and authorize the Town Administrator to sign the Estoppel Certificate requested by the contract counterparty pursuant to section 18.17 of the lease agreement and as negotiated with the assistance of town counsel.</b>
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____



Greenbacker  
RENEWABLE ENERGY COMPANY™

GREENBACKER RENEWABLE ENERGY COMPANY  
230 Park Ave, Suite 1560  
New York, NY 10169  
www.greenbackercapital.com

\_\_\_\_\_, 2023

The Town of Wellfleet  
Town Administrator  
300 Main St, Wellfleet, MA 02667

Dear Town Administrator:

As you know, the Town of Wellfleet (“Counterparty”) and Coles Neck Solar, LLC (“Project Company”), are parties to that certain Lease Agreement, dated November 27, 2018 (as amended from time to time, the “Lease”) and that certain Solar Power Purchase Agreement, dated November 27, 2018 (as amended from time to time, the “PPA,” and together with the Lease, the “Agreements”) in connection with the approximately 0.700 MW (AC) solar electric generation facility being developed by Project Company on Counterparty’s property. In connection with the Agreements, Project Company has asked Counterparty to sign that certain Estoppel Certificate dated as of the date hereof. For the purpose of facilitating execution of such certificate, Project Company hereby confirms that, as of the date of this letter, all payments due to, and from, Counterparty under the Agreements have been made.

Sincerely,

Coles Neck Solar, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



## Estoppel Certificate

December \_\_, 2023

This Estoppel, dated as of the date hereof, is delivered by the Town of Wellfleet (“Counterparty”) to Coles Neck Solar, LLC, a Delaware limited liability company (“Project Company”), for the latter’s delivery to Morgan Stanley Renewables Inc., a Delaware corporation (together with its successors and assigns, “Investor”), and Fifth Third Bank, National Association, in its capacity as administrative agent (“Agent”) for the lenders (the “Lenders” and, together with Investor and Agent, collectively, the “Reliance Parties”). Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Agreements defined below.

### RECITALS

WHEREAS, Counterparty and Project Company (as Assignee of Ameresco, Inc. pursuant to that certain Assignment & Transfer Agreement dated November 27, 2018) are parties to (1) the Lease Agreement, dated November 27, 2018 (as amended, the “Lease”) and (2) the Solar Power Purchase Agreement, dated November 27, 2018 (as amended, the “PPA”, and together with the Lease, collectively the “Agreements”) in connection with the approximately 0.700 MWac solar electric generation facility being developed by Project Company in Wellfleet, Massachusetts (the “Facility”);

WHEREAS, Project Company has represented that (i) Investor has agreed to acquire certain membership interests of the direct parent company of Project Company, and (ii) the Lenders have agreed to provide loans to an indirect parent company of Project Company (collectively, the “Investment”);

WHEREAS, Project Company has represented that the Investment is a tax equity and debt transaction relating to the Facility, and that each Reliance Party is, therefore, a Designated Third Party as defined in the Lease and a Financing Party as defined in the PPA; and

WHEREAS, pursuant to Sections 14.1 and 18.17 of the Lease and Sections 5.3 and 16.2(a) of the PPA, Counterparty has agreed to execute this Estoppel, and Project Company shall promptly pay the reasonable attorneys’ fees incurred by Counterparty in the review and negotiation of this Estoppel.

#### 1. Statements Regarding the Agreements.

(a) Based on the actual knowledge of Counterparty's Town Administrator, in reliance upon Project Company’s letter of the date hereof that all payments due to and from Counterparty under the Agreements have been made as of the date hereof, and without duty of inquiry and without waiver of Counterparty's rights, remedies and defenses under the Agreements, Counterparty hereby states as follows:



(1) There are not presently any material disputes or any legal proceedings between Counterparty and Project Company relating to the Agreements.

(2) The execution, delivery and performance of the Agreements do not and will not require any further authorizations, consents or approvals or filings with any entity or person which have not been obtained or made other than, as to performance of the Agreements, any authorizations, etc. that are required to be obtained or made after execution of the Agreements.

(3) All government approvals necessary for the execution, delivery and performance by Counterparty of its obligations under each of the Agreements have been obtained and are in full force and effect, except those governmental approvals routinely obtained during the ordinary course of business during the term of the respective Agreements.

(4) There is no litigation, action, suit, proceeding or investigation at law or in equity relating to either of the Agreements by or before any governmental authority, arbitral tribunal or other body now pending against Counterparty that (i) questions the validity, binding effect or enforceability of either of the Agreements as to or against Counterparty, or any action taken or to be taken pursuant thereto or any transactions contemplated thereby, or (ii) could have a materially adverse effect on the performance of the obligations of Counterparty under either of the Agreements.

(5) Except for the amendments listed in Schedule I herein, neither of the Agreements has been amended since the date of execution of each respective Agreement.

(6) Counterparty has not assigned either of the Agreements.

(7) Neither Party is presently in material default of any of its obligations under either of the Agreements.

(8) The Agreements and the Agreement for Payment in Lieu of Taxes dated as of August 27, 2019 are the only contracts between Project Company and Counterparty which are related to the Facility.

(9) Counterparty has neither delivered to, nor received from, Project Company written notice of an event of force majeure under either of the Agreements.

(10) All payments due to or from Project Company under each of the Agreements through the period ending on the date hereof have been paid.

## 2. Governing Law

THIS ESTOPPEL SHALL BE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE STATE OF MASSACHUSETTS AND WITHOUT REFERENCE TO CONFLICTS OF LAWS PRINCIPLES.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned has duly executed this Estoppel as of the date first above written.

**TOWN OF WELLFLEET,  
TOWN ADMINISTRATOR**  
on behalf of Counterparty

By: \_\_\_\_\_

Name: Richard J. Waldo

Title: Town Administrator

SCHEDULE I  
Amendments to Agreement

First Amendment to Solar Power Purchase Agreement and Lease Agreement, dated  
August 11, 2023

**FIRST AMENDMENT  
TO SOLAR POWER PURCHASE AGREEMENT AND  
LEASE AGREEMENT**

**THIS FIRST AMENDMENT TO SOLAR POWER PURCHASE AGREEMENT AND LEASE AGREEMENT ("Amendment")** is made and entered into as of the 11th day of August, 2023 (the "**First Amendment Effective Date**"), by and between Coles Neck Solar LLC, a Delaware limited liability company ("**Owner**") and the Town of Wellfleet, Massachusetts, a municipal corporation of the Commonwealth of Massachusetts ("**User**"), who may hereinafter be referred to individually as a "**Party**" and collectively as "**Parties**". Unless otherwise defined, capitalized terms used herein shall have the meaning ascribed to them in the Agreements (as defined below).

**WHEREAS**, reference is hereby made to (i) that certain Solar Power Purchase Agreement dated as of November 27, 2018, by and between Owner and User (as may be amended from time to time, the "**PPA**"); and (ii) to that certain Lease Agreement dated as of November 27, 2018, by and between Owner, as Tenant, and User, as Landlord (as may be amended from time to time, the "**Lease Agreement**" and together with the PPA, the "**Agreements**");

**WHEREAS**, after the Commercial Operation Date but before the SPPA Commencement Date (defined below), Owner inadvertently invoiced User for Electricity for which User had not received Alternative On-Bill Credits from the LDC, and as a result, the Parties agreed to review cooperatively all invoices delivered by User to Owner to determine the amounts due and payable by User, with the understanding that User would pay only for Electricity for which it had received Alternative On-Bill Credits from the LDC, as determined by the Parties at the conclusion of such review;

**WHEREAS**, the Parties have concluded the aforesaid review, and they have determined that all amounts due and owing by User under the Agreement have, as of the First Amendment Effective Date, been paid to Owner, except for \$25,363.56 invoiced in fiscal year 2022 (i.e., June 1, 2021 – July 31, 2022), which, subject to vote of Wellfleet Spring 2023 Town Meeting, shall be paid as soon as practicable following such vote of approval;

**WHEREAS**, having concluded their review as aforesaid, the Parties now desire to amend the Agreements on the terms and subject to the conditions of this Amendment.

**NOW, THEREFORE**, in consideration of the foregoing premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**PROVISIONS OF FIRST AMENDMENT**

The foregoing recitals are an essential part of this First Amendment.

1. PPA Amendment.
  - a. The definition of "Delivery Point" in Section 1.1 is deleted and the following substituted in its place: "'Delivery Point' means the point identified as such in Exhibit A."
  - b. The definition of "Electricity" in Section 1.1 is deleted and the following substituted

in its place: “‘Electricity’ means the actual and verifiable amount of electricity generated by the System and delivered to the Delivery Point, as metered in whole kilowatt-hours (kWh) at the LDC Metering Device, and that conforms to Applicable Legal Requirements and the requirements of the LDC.”

- c. The definition of “Guaranteed Annual Electric Output” in Section 1.1 is deleted and the following substituted in its place: “‘Guaranteed Annual Electric Output’ means the minimum amount of Electricity that is guaranteed by the Owner to be generated by the System in a Contract Year, as set forth in section B (Production Guarantee) of Exhibit C.”
- d. Insert a new definition of “LDC Interconnection Tariff”: “‘LDC Interconnection Tariff’ means the Standards for Interconnection of Distributed Generation as adopted by the LDC and as approved by the Massachusetts Department of Public Utilities, as amended from time to time after the Effective Date.”
- e. The definition of “Owner Metering Device” in Section 1.1 is deleted and the following substituted in its place: “‘Owner Metering Device’ means, with respect to the System, the revenue quality meter(s) installed by Owner for its own purposes.”
- f. Insert a new definition of “SPPA Commencement Date”: “‘SPPA Commencement Date’ shall mean the Incentive Payment Effective Date as such term is defined in the SMART Program for the System.”
- g. In the definition of “User Allocation Percentage” in Section 1.1, insert the following at the end of the sentence before the period: “for which User receives Alternative On-Bill Credits.”
- h. Section 4.1(a) is hereby deleted in its entirety and replaced with the following:
  - (a) “Commencing on the SPPA Commencement Date and when the System begins to generate Alternative On-Bill Credits, which date Owner represents and warrants was May 3, 2022, and continuing throughout the remainder of the Term, for the purpose of allocating to User Alternative On-Bill Credits, Owner shall sell to User, and User shall pay for, a percentage of the Electricity equal to the User Allocation Percentage; and in exchange for such payment, and as further specified below, User shall be allocated a percentage of the Alternative On-Bill Credits equal to such User Allocation Percentage.
- i. In the first Section 4.1(c), delete the phrase, “Metering Device,” and insert in place thereof the phrase “LDC Metering Device.”
- j. In the second Section 4.1(c), change the section reference to “4.1(d).”
- k. In Section 4.5(a), change “User” to “User and Owner” at the beginning of the third sentence so that it will read: “User and Owner agree that all Alternative On-Bill Credits generated by the System shall be assigned. . . .”
- l. In Section 4.5(d), insert the following at the end of the section: “In such event, Owner will perform an investigation in the same manner as set forth in Section 6.2. If, as a result of that investigation, there is a discrepancy between the amount of Alternative On-Bill Bill Credits allocated to the Target Buyer Accounts and the metered amounts shown on Owner’s invoices, the process for making billing adjustments set forth in Section 6.3 shall apply. ”

m. Delete Section 6.1 and substitute the following in its place: “Metering Equipment. The Parties acknowledge and agree that, except as otherwise required by the LDC Interconnection Tariff, which shall control, the following shall apply regarding the LDC Metering Device: As between Customer and Owner, the Owner, subject to the reasonable cooperation of Customer, shall be solely responsible for ensuring that the LDC Metering Device is installed under the terms of the LDC Interconnection Tariff and to verify in coordination and consultation with the LDC that the LDC Metering Device is tested as required by and is operating in accordance with the LDC Interconnection Tariff and prudent LDC practices.

n. Delete Sections 6.2-6.3 and insert in place thereof the following sections 6.2 and 6.3:

6.2 LDC Metering Device Accuracy. If either Party questions the accuracy of the LDC Metering Device, or whether User has received in the Target Buyer Accounts its User Allocation Percentage of all Alternative On-Bill Credits measured at the LDC Metering Device, it shall send written notice to the other Party of such question, including reasonable detail in support. In such event, Owner will, with the reasonable cooperation of User, use commercially reasonable good faith efforts to promptly investigate and remedy any discrepancy in consultation with the LDC.

6.3 Billing Adjustments Following Utility Billing Adjustments. If, as a result of Owner’s investigation as set forth in the preceding section, or as a result of Owner’s investigation pursuant to Section 4.5(d) of a discrepancy between the amount of Alternative On-Bill Bill Credits allocated to the Target Buyer Accounts and the metered amounts shown on Owner’s invoices, the LDC increases or decreases the quantity of Alternative On-Bill Credits allocated to the Target Buyer Accounts, on the next invoice following such allocation, Owner shall reimburse User for payments made by User for the quantity of any decrease in the form of a credit on such invoice, and User shall pay Owner for any unpaid quantity of any increase, as the case may be. For avoidance of doubt, if it is determined that User has paid for any portion of the User Allocation Percentage for which it has not received Alternative On-Bill Credits in the Target Buyer Accounts, Owner shall give User a credit on the next invoice equal to the amounts paid by User for such portion of the User Allocation Percentage.

o. The defined term “Commercial Operation Date” as used in the definition of “Contract Year”, Section 2.1 and 4.4(a) is hereby deleted and replaced with “SPPA Commencement Date.”

p. Article 9.1 is amended in second sentence by striking the number “thirty (30)” and replacing with the number “sixty (60).”

q. Article 15.1 is revised to replace Owner’s Notice address with the following:

Coles Neck Solar LLC  
c/o Greenbacker Renewable Energy Corporation  
230 Park Avenue, Suite 1560  
New York, NY 10169

Attention: General Counsel  
Email: [generalcounsel@greenbackercapital.com](mailto:generalcounsel@greenbackercapital.com)

2. **Lease Amendments.**

- a. In Section 3.1, replace the term “Commercial Operation Date” in each place it appears with “SPPA Commencement Date.”
- b. In Section 4.1, insert the following sentence at the end of the section: “The term “Commercial Operation Date” is defined in the SPPA.”
- c. Article 18.6 is revised to replace Tenant’s Notice address with the following:

Coles Neck Solar LLC  
c/o Greenbacker Renewable Energy Corporation  
230 Park Avenue, Suite 1560  
New York, NY 10169  
Attention: General Counsel  
Email: [generalcounsel@greenbackercapital.com](mailto:generalcounsel@greenbackercapital.com)

3. **Limited Effect.** This Amendment amends the Agreement only as expressly set forth in this Amendment. The terms and conditions of the Agreements, as amended by this Amendment, remain in full force and effect and are hereby ratified and affirmed.
4. **Severability.** In case any one or more of the provisions contained in this Amendment should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and therein shall not in any way be affected or impaired hereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The Parties shall enter into good faith negotiation to replace the invalid, illegal or unenforceable provision with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.
5. **Headings.** The headings used herein have been inserted in this Amendment as a matter of convenience for reference only and are not a part of this Amendment and shall not be used in the interpretation of any provision of this Amendment.
6. **Governing Law.** This Amendment and the rights and duties of the Parties hereunder shall be governed by and shall be construed, enforced and performed in accordance with the laws of the Commonwealth of Massachusetts.
7. **Binding Effect: Counterparts.** This Amendment may be executed in one or more duplicate counterparts and by facsimile or other electronic transmission, each of which shall constitute an original but all of which shall become effective as of the First Amendment Effective Date. Delivery of any executed signature page to this Amendment by email transmission shall be as effective as delivery of a manually signed counterpart of this Amendment.
8. **No Default.** The Parties agree that, as of the First Amendment Effective Date, neither Party has defaulted on their obligations under the Agreement.

**[signature page follows]**

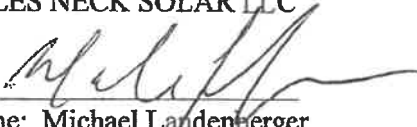
*[Faint, illegible text or signature]*



**IN WITNESS WHEREOF**, the undersigned has caused this Amendment to be duly executed and delivered by its duly authorized officer as of the First Amendment Effective Date.

**PROVIDER:**

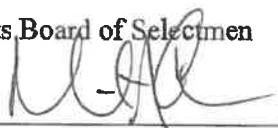
COLES NECK SOLAR LLC

By:   
Name: Michael Landenberger  
Title: Authorized Signer

**CUSTOMER:**

TOWN OF WELLFLEET

By: Its Board of Selectmen

By:   
Name: DAVID A COLTON  
Title: ASS T- TOWN ADMINISTRATOR

DOCUMENT PREPARED BY AND  
AFTER RECORDING, PLEASE RETURN TO:  
Greenbacker Renewable Energy Corporation  
230 Park Avenue, Suite 1560  
New York, NY 10169  
Attention: A.J. Snell

**AMENDED AND RESTATED NOTICE OF LEASE**

This AMENDED AND RESTATED NOTICE OF LEASE is made and entered into as of August 28, 2023, by and between Town of Wellfleet, Massachusetts, 300 Main Street, Wellfleet, MA 02667 ("Landlord" and "Grantor" for indexing purposes), and Coles Neck Solar LLC, c/o Greenbacker Renewable Energy Corporation, 230 Park Avenue, Suite 1560, New York, NY 10169 ("Tenant" and "Grantee" for indexing purposes).

WHEREAS, Landlord and Tenant entered into a Notice of Lease originally dated as of October 5, 2021 and recorded with the Barnstable Registry Land Court District on October 26, 2021 as Doc: 1,443,076 (the "Original Notice of Lease").

WHEREAS, Landlord and Tenant desire to amend and restate the Original Notice of Lease to revise the Initial Term as set forth below.

In accordance with the provisions of Massachusetts General Laws Chapter 183, Section 4, as amended, notice is hereby given of the following described lease:

Date of Lease: November 27, 2018

Landlord: Town of Wellfleet, MA  
300 Main Street  
Wellfleet, MA 02667

Tenant: Coles Neck Solar LLC  
230 Park Avenue, Suite 1560  
New York, NY 10169

Landlord's Property: Property commonly known as the Wellfleet Landfill at 370 Coles Neck Road, Wellfleet MA. For Landlord's title, see Order of Taking filed with the Barnstable Registry District of the Land Court as Document no. 430386 and Order of the Land Court filed as Document no. 1421343.

Lease Area: The Lease Area is a portion of Landlord's Property and measures approximately 7.2 acres. The Lease Area is described on Exhibit 1 to Notice of Lease.

Initial Term: From the date of the Lease (shown above) until the twentieth anniversary of the SPPA Commencement Date, as defined in the Solar Power

Purchase Agreement dated November 27, 2018, as amended on August 11, 2023, between Landlord and Tenant (the "SPPA").

Leasehold

Appurtenant Rights: The Lease Area is leased to Lessee together with the following appurtenant rights:

(i) A non-exclusive pedestrian and vehicular right of access to the Lease Area on, over, across, or through any adjacent area to the Lease Area owned by Landlord ("Access Area") which is necessary or convenient to gain access to the System and Lease Area. Such Access Area shall include any existing driveways on the Property;

(ii) The exclusive use of, and right to develop, design, construct, install and operate the System within the Lease Area, and the exclusive right to maintain, inspect, test, repair, remove, and replace the System throughout the Term of this Lease, subject to the terms of this Lease and the SPPA;

(iii) The right to engage in, and sufficient space for, the design, development, construction, installation, operation, inspection, testing, repair, replacement, and maintenance of electric lines, cables, conduits and related equipment on, over, across, or through the Property necessary to operate the System and interconnect the System to the local electric utility's electric distribution system;

(iv) The exclusive right to receive sunlight at the Lease Area (the "Solar Easement") during every hour of each day that sunlight reasonably could be received by the System. Subject to the requirements of Applicable Legal Requirements or any Governmental Authority, Landlord shall not create or install vegetation, structures or other objects on the Property that will obstruct the passage of sunlight on the Lease Area; and

(v) To the extent requested by Tenant and reasonably necessary, and subject to Applicable Legal Requirements and available space, as determined in Landlord's sole discretion, Landlord shall provide necessary space on the Landlord's Property at locations specified by Landlord (such locations, the "Construction Laydown Area") for temporary (i) storage and staging of tools, materials and equipment, (ii) construction laydown, (iii) parking of construction crew vehicles, (iv) vehicular and pedestrian access and access for rigging and material handling, and other temporary facilities reasonably necessary to construct, erect, install and remove the System.

Ownership of the Solar Facility: Tenant or Tenant's assigns, will at all times retain title to and be the legal and beneficial owner of the System, which will at all times retain the legal status of personal property of Tenant as defined under Article 9 of the Uniform Commercial Code. The System will not attach to or be deemed a part of, or a fixture to, the Property, notwithstanding the manner in which the System is or may be affixed to the real property of Landlord. The term "System" means the solar photovoltaic electric generating facility including by not limited to the solar energy panels, mounting systems, inverters, and other related equipment and components to be installed by Tenant on the Lease Area, electric lines and conduits required to connect such equipment to the Delivery Point (as defined in the SPPA), protective and associated equipment, improvements,

metering device, and other tangible and, intangible assets, permits, property rights and contract rights reasonably necessary for the construction, operation, and maintenance of the System.

Summary of Lease: Notwithstanding anything to the contrary herein, the purpose of this Notice of Lease is to summarize certain provisions of the Lease. It neither amends/modifies the Lease nor provides for any additional rights or obligations beyond those set forth in the Lease. In the event of any conflict or inconsistency between the terms of the Lease and this Notice of Lease, the terms of the Lease shall govern and control.

Execution: This Notice of Lease may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

[signatures follow]

IN WITNESS WHEREOF, the Parties have caused this Notice of Lease to be duly executed under seal and delivered as of the date first written above.

LANDORD:  
Town of Wellfleet

By: \_\_\_\_\_

Name: \_\_\_\_\_

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, before me, \_\_\_\_\_, a Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by this signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal

\_\_\_\_\_  
Notary Public  
My Commission Expires:

Tenant:  
Coles Neck Solar LLC

By: 

Name: Charles Wheeler

STATE OF NEW YORK

COUNTY OF New York

On December 5, 2023, before me, Katelyn Esper, a Notary Public, personally appeared Charles Wheeler, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by this signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal



Notary Public

My Commission Expires: 01/09/2027



**Exhibit 1 to Notice of Lease**

Landlord's Property is described in an Order of Taking dated April 29, 1987 and registered with Barnstable County Registry District of the Land Court as Document no. 430386 and is shown as Lot 3 on Land Court plan no. 297868.

The Property is shown on the town tax assessor maps as Parcel(s) 7-24 and 7-28.

**LEGAL DESCRIPTION  
WELLFLEET LANDFILL PV ARRAY  
WELLFLEET, MA**

A CERTAIN PARCEL OF LAND WITH IMPROVEMENTS AND APPURTENANCES THEREON, LOCATED IN THE TOWN OF WELLFLEET, COUNTY OF BARNSTABLE, COMMONWEALTH OF MASSACHUSETTS, SITUATED NORTHERLY OF COLES NECK ROAD (SO CALLED), AND LOCATED WITHIN A PORTION OF LAND OWNED BY THE TOWN OF WELLFLEET, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON AN EXISTING CHAIN LINK FENCE MARKING A SOUTHERLY SIDE OF THE FOLLOWING DESCRIBED SOLAR LEASE AND ALSO LOCATED LYING ON A COURSE OF N 34° 46' 13" W, 165.79 FEET FROM A CONCRETE MONUMENT FOUND MARKING THE MOST NORTHERLY CORNER OF LAND NOW OR FORMERLY OF STEPHEN R. & THERESA AYOTTE AS DESCRIBED IN LAND COURT RECORDS 209956 AND FURTHER REFERENCED TO THE MASSACHUSETTS STATE PLANE COORDINATE SYSTEM, MAINLAND ZONE, BEING NORTH 2810107.604, EAST 1051567.702, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE FOLLOWING COURSES ARE RUNNING ON OR NEAR AN EXISTING CHAIN LINK FENCE;

THENCE, S 89° 50' 52" W, 78.45 FEET TO A POINT;

THENCE, S 86° 03' 48" W, 121.25 FEET TO A POINT ON THE NORTHERLY SIDELINE OF LAND NOW OR FORMERLY OF KATHLEEN SELLECK AND PHILLIP KRAMMER;

THENCE, N 88° 07' 33" W, ALONG LAND OF SAID SELLECK, KRAMMER, AND LAND NOW OR FORMERLY ROBERT C. K. VALTZ

TR., 117.24 FEET TO A POINT OF CURVATURE;

THENCE, IN A NORTHERLY DIRECTION ON A CURVE TO THE RIGHT, HAVING A RADJUS OF 93.75 FEET, LENGTH OF 198.88 FEET, AND A CHORD N 27° 21' 10"<sup>00</sup> W, 163.63 FEET TO A POINT OF COMPOUND CURVATURE;

THENCE, IN AN EASTERLY DIRECTION ON A CURVE TO THE RIGHT, HAVING

A RADIUS OF 2400.00 FEET, LENGTH OF 459.84 FEET, AND A CHORD OF N 38° 54' 33"  
E, 459.14 FEET TO A POINT;

THENCE, N 44° 19' 13" E, 123.91 FEET TO A POINT OF CURVATURE;

THENCE, IN A NORTHEASTERLY DIRECTION ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 146.00 FEET, LENGTH OF 121.65 FEET, AND A CHORD OF N 68° 11' 22" E, 118.16 FEET TO A POINT OF TANGENCY;

THENCE, S 87° 56' 29" E, 44.23 FEET TO A POINT;

THENCE, S 84° 43' 50" E, 72.74 FEET TO A POINT;

THENCE, S 89° 40' 51" E, 86.15 FEET TO A POINT;

THENCE, S 06° 54' 30" E, 60.29 FEET TO A POINT OF CURVATURE;

THENCE, IN A SOUTHWESTERLY DIRECTION ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 40.00 FEET, LENGTH OF 42.93 FEET, WITH A CHORD OF S 23° 50' 07" W, 40.90 FEET TO A POINT OF REVERSE CURVATURE;

THENCE, IN A SOUTHERLY DIRECTION ON A CURVE TO THE LEFT, HAVING A RADIUS OF 175.50 FEET, LENGTH OF 191.87 FEET, WITH A CHORD OF S 23° 15' 30" W, 182.46 FEET TO A POINT;

THENCE, CONTINUING ON THE SAME CURVE TO THE LEFT, HAVING A RADIUS OF 175.50 FEET, LENGTH OF 40.91 FEET, WITH A CHORD OF S 14° 44' 22" E, 40.81 FEET TO A POINT OF TANGENCY;

THENCE, S 21° 25' 00" E, 148.65 FEET TO A POINT OF CURVATURE;

THENCE, IN A SOUTHERLY DIRECTION ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 50.00 FEET, LENGTH OF 23.07 FEET, WITH A CHORD



OF S 08° 11' 54" E, 22.87 FEET TO A POINT OF COMPOUND CURVATURE;

THENCE, IN A WESTERLY DIRECTION ON A CURVE TO THE RIGHT, HAVING A RADIUS 180.04 FEET, LENGTH OF 189.03 FEET, WITH A CHORD OF S 35° 05' 55" W, 180.46 FEET TO A POINT OF COMPOUND CURVATURE;

THENCE, IN A WESTERLY DIRECTION ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 90.00 FEET, LENGTH OF 38.75 FEET, WITH A CHORD OF S 77° 30' 45" W, 38.45 FEET TO A POINT OF TANGENCY;

THENCE, S 89° 50' 52" W, 140.95 FEET TO THE AFOREMENTIONED POINT OF BEGINNING.

SAID PARCEL CONTAINS 7.14 ACRES, MORE OR LESS.

#### ACCESS & UTILITY EASEMENT DESCRIPTION

BEGINNING AT A POINT ON AN EXISTING CHAIN LINK FENCE MARKING A SOUTHERLY SIDE OF THE FOLLOWING ABOVE DESCRIBED SOLAR LEASE, AND ALSO LOCATED ON A COURSE OF N 34° 46' 13" W, 165.79 FEET FROM A CONCRETE MONUMENT FOUND MARKING THE MOST NORTHERLY CORNER OF LAND NOW OR FORMERLY OF STEPHEN R. & THERESA AYOTTE AS DESCRIBED IN LAND COURT RECORDS 209956 AND FURTHER REFERENCED TO THE MASSACHUSETTS STATE PLANE COORDINATE SYSTEM, MAINLAND ZONE, BEING NORTH 2810107.604, EAST 1051567.702, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THENCE, N 89° 50' 52" E, ALONG THE ABOVE DESCRIBED SOLAR LEASE AREA, 140.95 FEET TO A POINT OF CURVATURE;

THENCE, ON A CURVE TO THE LEFT ALONG THE ABOVE DESCRIBED SOLAR LEASE AREA, HAVING A RADIUS OF 90.00 FEET, LENGTH OF 38.75 FEET, WITH A CHORD OF N 77° 30' 45" E, 38.45 FEET TO A POINT OF COMPOUND CURVATURE;

THENCE, ON A CURVE TO THE LEFT ALONG THE ABOVE DESCRIBED SOLAR LEASE AREA, HAVING A RADIUS OF 180.04 FEET, LENGTH OF 189.03 FEET, WITH A CHORD OF N 35° 05' 55" E, 180.46 FEET TO A POINT OF COMPOUND CURVATURE;

THENCE, ON A CURVE TO THE LEFT ALONG THE ABOVE DESCRIBED SOLAR LEASE AREA, HAVING A RADIUS OF 50.00 FEET, LENGTH OF 23.07 FEET, WITH A CHORD OF N 08° 11' 54" W, 22.88 FEET TO A POINT OF TANGENCY;

THENCE, N 21° 25' 00" W, 148.65 FEET, TO A POINT OF CURVATURE;  
THENCE, ON A CURVE TO THE RIGHT ALONG THE ABOVE DESCRIBED SOLAR LEASE AREA, HAVING A RADIUS OF 175.50 FEET, LENGTH OF 40.91 FEET, WITH A CHORD OF N 14° 44' 22" W, 40.81 FEET TO A POINT;

THENCE, N 81° 56' 17" E, LEAVING SAID SOLAR LEASE AND CHAIN LINK FENCE, 25.00 FEET TO A POINT ON A CURVE;

THENCE, IN A SOUTHERLY DIRECTION ON A CURVE TO THE LEFT, HAVING A RADIUS OF 150.50 FEET, LENGTH OF 35.08 FEET, WITH A CHORD OF S 14° 44' 22" E, 35.00 FEET TO A POINT OF TANGENCY;

THENCE, S 21° 25' 00" E, 260.75 FEET TO A POINT ON THE NORTHERLY SIDELINE OF LAND NOW OR FORMERLY CHERYL M. TUGEND ET AL;

THENCE, S 48° 30' 34" W, ALONG LAND OF SAID TUGEND, PECHUKAS, BESWICK, AND LAND OF SAID AYOTTE, 331.96 FEET TO A CONCRETE BOUND;

THENCE, S 06° 34' 23" E, ALONG SAID LAND OF AYOTTE, 384.54 FEET TO THE NORTHERLY SIDELINE OF COLES NECK ROAD (SO CALLED);

THENCE, S 70° 18' 47" W, ALONG COLES NECK ROAD, 41.07 FEET TO A POINT MARKING THE SOUTHEASTERLY CORNER OF LAND NOW OR FORMERLY HELEN E. WEBSTER;

THENCE, N 06° 34' 23" W, ALONG SAID LAND OF SAID WEBSTER AND LAND OF VANDERSCHMIDT, 393.90 FEET TO A POINT;

THENCE, N 55° 19' 34" W, ALONG LAND OF SAID VANDERSCHMIDT, 66.31 FEET TO A POINT;

THENCE, N 00° 09' 08" W, 103.00 FEET TO THE ABOVE DESCRIBED SOLAR LEASE AREA AND POINT OF BEGINNING;

SAID PARCEL CONTAINS 1.24 ACRES, MORE OR LESS. BEARINGS ARE BASED ON NAD 83 (MA 2001).



## SELECTBOARD

AGENDA ACTION REQUEST  
Meeting Date: December 19, 2023

V

### PUBLIC HEARINGS

~ A ~

<b>REQUESTED BY:</b>	<b>Nancy Civetta ~ Shellfish Constable</b>
<b>DESIRED ACTION:</b>	<b>To approve the transfer of shellfish, grant license #755</b>
<b>PROPOSED MOTION:</b>	<b>I move to approve the transfer of shellfish grant license #755 consisting of approximately 9.15 acres on Mayo Beach from Joseph Gray and Rachael Finn to Rachael Finn.</b>
<b>SUMMARY:</b>	
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition (s):
<b>VOTED:</b>	



# Wellfleet Shellfish Department



300 Main Street, Wellfleet, Massachusetts 02667

Date: December 11, 2023  
To: Selectboard Chair Carboni, Vice Chair Wolf and members Curley, DeVasto and Sayre  
From: Nancy Civetta, Shellfish Constable  
RE: Recommendation shellfish grant transfer

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Dear Selectboard members,

On December 1, 2023, I received an application from Joseph Gray (Wellfleet, MA) and Rachael Finn (Wellfleet, MA) for the transfer of shellfish grant license #755 consisting of approximately 0.915 acres on Mayo Beach from Joseph Gray and Rachael Finn to Rachael Finn. I recommend that shellfish grant #755 s be transferred into Rachael's name alone.

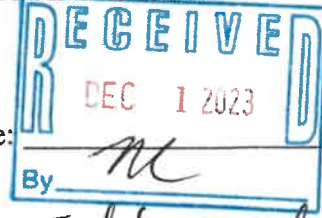
Respectfully submitted,

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

Nancy Civetta  
Shellfish Constable



APPLICATION FOR TRANSFER OF SHELLFISH GRANT LICENSE



Date:

By

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

\$175 ad fee rec'd ✓

I/We hereby request transfer of Shellfish Grant License # 755  
From JOSEPH B GRAY and RACHAEL FINN  
To RACHAEL FINN  
Said grant license is located at MAYO BERTCH, in Wellfleet, MA  
and consisting of 0.915 acres, as shown on a plan prepared  
by SLADE ASSOC. and dated 8/1/1975

Rachael Finn / Joseph M. Gray

Signature	Signature	Signature
<u>Rachael Finn</u>	<u>Joe Gray</u>	
Name	Name	Name
<u>30 Old Pier Rd.</u>	<u>P.O. Box #40</u>	
Mailing Address	Mailing Address	Mailing Address
<u>Wellfleet, MA 02667</u>	<u>Wellfleet, MA 02667</u>	
<u>(508) 237-3077</u>	<u>(774) 216-0081</u>	
Telephone	Telephone	Telephone
<u>rafinn349@gmail.com</u>	<u>N/A</u>	
Email	Email	Email



# SELECTBOARD

AGENDA ACTION REQUEST  
Meeting Date: December 19, 2023



## OPEN MEETING LAW COMPLAINT

~ A ~

<b>REQUESTED BY:</b>	<b>Michael Shannon</b>
<b>DESIRED ACTION:</b>	<b>To review and address the open meeting law complaint filed by Wellfleet Resident Michael Shannon on November 21, 2023.</b>
<b>PROPOSED MOTION:</b>	<b>I move to For the Board to authorize Town Counsel to finalize the response to the OML complaint consistent with the Board's discussion.</b>
<b>SUMMARY:</b>	<b>I move to designate the Chair or town administrator, to work with Town Counsel to finalize the Board's response.</b>
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____



## OPEN MEETING LAW COMPLAINT FORM

Office of the Attorney General  
One Ashburton Place  
Boston, MA 02108

Please note that all fields are required unless otherwise noted.

### Your Contact Information:

First Name: Michael Last Name: Shannon

Address: 55 Main St

City: Wellfleet State: MA Zip Code: 02667

Phone Number: 2023214330 Ext. \_\_\_\_\_

Email: mshannon100@yahoo.com

Organization or Media Affiliation (if any): None

Are you filing the complaint in your capacity as an individual, representative of an organization, or media?

(For statistical purposes only)

Individual  Organization  Media

### Public Body that is the subject of this complaint:

City/Town  County  Regional/District  State

Name of Public Body (including city/town, county or region, if applicable): Selectboard

Specific person(s), if any, you allege committed the violation: Ryan Curley, Selectboard as a whole

Date of alleged violation: Nov 1

## Description of alleged violation:

Describe the alleged violation that this complaint is about. If you believe the alleged violation was intentional, please say so and include the reasons supporting your belief.

Note: This text field has a maximum of 3000 characters.

This matter alleges violations of the Open Meeting Law (OML) M.G.L. c. 30A §§ 18-25, specifically the Selectboard improperly entered into executive session on June 27, 2023 for permissible purposes under the open meeting law; the Selectboard failed to follow certain procedures before entering executive session; the Selectboard failed to make the executive meeting minutes in their entirety available to the public; the Selectboard failed to announce to the public in a timely manner the results of reviews of minutes of executive sessions to determine if provisions of § 22 warrant continued non-disclosure; and the exchange of electronic messages between the Selectboard chair and Selectboard members amounted to deliberation that violated the OML.

See continuation sheet.

Attachment 1 - July 27 redacted executive meeting minutes  
Attachment 2 - Wellfleet supplemental response  
Attachment 3 - July 18 5PM Agenda Executive Meeting  
Attachment 4 - July 18 7PM Agenda Executive Meeting  
Attachment 5 - July 25 Agenda Executive Meeting  
Attachment 6 - Aug 15 Agenda Executive Meeting  
Attachment 7 - Sept 19 Agenda Executive Meeting  
Attachment 8 - Oct 19 Agenda Executive Meeting  
Attachment 9 - Oct 25 Agenda Executive Meeting

What action do you want the public body to take in response to your complaint?

Note: This text field has a maximum of 500 characters.

See continuation sheet.

## Review, sign, and submit your complaint

### I. Disclosure of Your Complaint.

**Public Record.** Under most circumstances, your complaint, and any documents submitted with your complaint, is considered a public record and will be available to any member of the public upon request.

**Publication to Website.** As part of the Open Data Initiative, the AGO will publish to its website certain information regarding your complaint, including your name and the name of the public body. The AGO will not publish your contact information.

### II. Consulting With a Private Attorney.

The AGO cannot give you legal advice and is not able to be your private attorney, but represents the public interest. If you have any questions concerning your individual legal rights or responsibilities you should contact a private attorney.

### III. Submit Your Complaint to the Public Body.

The complaint must be filed first with the public body. If you have any questions, please contact the Division of Open Government by calling (617) 963-2540 or by email to [openmeeting@state.ma.us](mailto:openmeeting@state.ma.us).

By signing below, I acknowledge that I have read and understood the provisions above and certify that the information I have provided is true and correct to the best of my knowledge.

Signed: Michael G. Shannon

Date: Nov 21, 2023

For Use By Public Body

Date Received by Public Body:

For Use By AGO

Date Received by AGO:



**FACTS**

1. On June 22, 2023 a Selectboard agenda was submitted to the Wellfleet town clerk to conduct a public meeting and executive session on June 27, 2023 at 7pm. The agenda listed “II. Executive Session pursuant to *G.L.c. 30A, Sec 21(a)(1) to hear complaints against a public official or employee*” (emphasis added).
2. On June 27, 2023 Chair Ryan Curley started the open meeting at 7:04 pm with Selectboard members Barbara Carboni, Vice Chair; Michael DeVasto; Kathleen Bacon, and John Wolf (remotely) also present.
3. Chair Curley called the executive session to order at 7:12pm at “pursuant to G.L. C. 30A, Sec 21(a)(1) to *hear complaints against a public official or employee*. (Emphasis added). Chair Curley moved; Board Member DeVasto seconded; and it was voted to open executive session. *Chair Curley explained that this meeting was not to be recorded*. (Emphasis added). Roll Call Vote: 5-0”
4. The June 27, 2023 open meeting and executive meeting minutes were not approved by the Selectboard for release until October 25, 2023 and were not publicly posted until November 1, 2023. When released the minutes were heavily redacted. (Attachment 1).
5. Two days after the June 27, 2023 executive session, Board member DeVasto submitted a formal request that reorganization of the Board be added to the July 11 meeting agenda. Board member Bacon later made the same request. See Sam Pollak, *Ryan Curley Is Ousted as Chair of Select Board*, The Provincetown Independent, July 20, 2023, at A1.
6. “[T]empers have been simmering since the Select Board held a closed-door session on June 27 “to hear complaints against a public official or employee.”” The specifics are unclear.

Alleged OML Violation Continuation Sheet, Shannon, Nov 21, 2023

Denise Coffey, *'Something went on.' Wellfleet ousted its Select Board Chair amid public infighting. Why?*, The Cape Cod Times, July 25, 2023.

7. "The conflict was about "differences of opinions" regarding Town Administrator Rich Waldo, Curley told the *Independent*. There are areas where his performance needs to improve," Curley wrote in an email." See Pollak.
8. "Something did happen and it happened in Executive Session [referring to June 27, 2023 executive session] and until those minutes can be released we're not able to discuss it. But know that it was serious enough to um...call for reorganization" said Member Bacon during the July 18 Selectboard open meeting.
9. Curley sent the other Selectboard members a letter on July 6 stating that he would step down as chair after a special town meeting scheduled for September. "There are a lot of moving parts in the lead-up to [the special town meeting] ... other confidential personnel matters" and there "are significant differences between myself and TA Waldo" Curley wrote. See Pollak at A12.
10. Curley stated during the July 11, 2023 Selectboard open meeting "There are ... just for the public, I did provide the Board with a letter that said I would step down from the Chair in September after the special town meeting because there are things that are currently in motion and I'll just leave it at that...." See <https://reflect-townofwellfleet.cablecast.tv/CablecastPublicSite/show/2791?site=1>
11. The Selectboard voted to replace Curley as Chair with Vice Chair Carboni in a Selectboard reorganization during the Selectboard's July 18, 2023 open meeting.
12. Member Bacon resigned from the Selectboard citing "irreconcilable differences" and "lack of leadership". Tim Sayre was elected September 27 to fill the rest of her term.

13. Member Wolf desired “we waste as little time as possible in approving the minutes of the [June 27] executive session for release.” “It’s important that the public understands what led to this.” See Pollack at A12.
14. Following the June 27, 2023 executive meeting, executive meetings occurred on July 18, July 25, August 15, September 19, October 19, and October 25, 2023 pursuant to the exemption purposes in M.G.L. c. 30A; Section 21. (See Attachments 3-9). No executive meeting minutes have been released as of November 20, 2023 for any these executive meetings.
15. The Wellfleet Home Rule Charter adopted April 29, 1985 and as amended, provides a “Selectboard of five members” (§ 3-1-1) with “the all executive powers of the Town” except as otherwise provided. The Selectboard is a public body as defined by M.G.L c. 30A, §18.

**THE OPEN MEETING LAW EXEMPTION PURPOSES M.G.L c. 30A §21**

16. “Except as provided in section 21, all meetings of a public body shall be open to the public.” M.G.L. c. 30A § 20(a). Section 21 lists ten specific exceptions that allow a governmental body to convene in a private executive session. Only one exception is applicable in this case. “A public body may meet in executive session only for the following purposes:  
“(1) To discuss the reputation, character, physical condition, or mental health, rather than professional competence, of an individual, or discuss the discipline or dismissal of, or *complaints or charges against a public officer, employee, staff member or individual.*”
17. “The burden to show the need for a closed session rests on the governmental body.” District Attorney for the Northwestern Dist. V. Selectman of Sunderland, 11 Mass. App. Ct. 663, 666 (1981). The exceptions in [MGL c. 30A § 21 (a)] allowing a governmental body to meet in

executive session may not be used to circumvent the requirements of the open meeting law.”

See *id.* (“The exceptions in [§ 21] are not to be used as a subterfuge to retreat from an open meeting into an executive session”).” *District Attorney for the Northwestern Dist. v. School Committee of Wayland*, 455 Mass. 561, 566 (2009).

18. The Selectboard simply regurgitates part of the second clause of §21 (a)(1) “*to hear complaints against a public official or employee*” as its justification for closed session and has shown no evidence that the June 27 executive meeting purpose was valid. “A precise statement of the reason for convening in executive session is necessary under the open meeting law because that is the only notification given to the public that the [Selectboard] would conduct business in private, and the only way the public would know if the reason for doing so was proper or improper.” See *id.* at 567.
19. There is no public record of the official or employee subject of the alleged complaint(s), who the alleged complaint, what the substance was, or when or where it occurred. There is no evidence of any exculpatory or inculpatory evidence presented; whether a prompt, thorough, impartial, and credible investigation was conducted; the result of any deliberations, whether issues were or were not resolved; or any corrective actions taken.
20. The few unredacted words in the June 27 executive meeting minutes regard “the process for an executive session”, “[r]eorganization of the board” and why a Selectboard member “ran reluctantly to fill the seat”. These are not purposes protected by M.G.L. c. 30A §21 (a).
21. Chair Curley’s statements in the media concerning “areas where his [TA Waldo’s] performance needs to improve”, “‘differences of opinion’ regarding Town Administrator Rich Waldo” and “[t]here are significant differences between myself and TA Waldo” regard professional competence. The first clause of §21 (a)(1) “[t]o discuss the reputation,

character, physical condition, or mental health, *rather than professional competence, of an individual...*” specifically prohibits the discussion of professional competence as a purpose to enter closed executive meeting. Chair Curley’s words gives up the canard and the mendacious attempt to subvert the OML. It is an abuse of process.

22. The Selectboard’s vote to enter into executive meeting under the exemptions contained in M.G.L. c. 30A §21 (a) were not proper and are a violation of the open meeting law.

**THE OPEN MEETING LAW PROCEDURES M.G.L c. 30A §21**

23. The open meeting law requires a public body to follow certain procedures before entering an executive session for the purposes enumerated in M.G.L c. 30A §21 (a), (b). The stated purpose of the June 27 executive meeting was “to hear complaints against a public official or employee” which requires that the individual being discussed “shall be notified in writing *by the public body* at least 48 hours prior to the proposed session” as enumerated in subsection (a)(1). No evidence has been presented where a quorum of the Selectboard deliberated and voted to notify in writing the individual to be discussed during the June 27 executive meeting. Either the Selectboard did not comply with this notification requirement, or the deliberation and vote was not conducted in open session with minutes kept, or a Selectboard member or two went rogue and without authority scheduled the meeting.
24. According the June 27, 2023 executive meeting minutes, after the vote to open the executive session, “Chair Curley explained that *this meeting was not to be recorded.*” (emphasis added). Chair Curley’s directive violates §21(a)(1)(iv), the subject individual’s right to an independent record by audio-recording.
25. M.G.L c. 30A §21 (b) requires additional procedures prior to meeting in closed session. These require “1. the body has first convened in open session pursuant to section 21; 2. a

majority of members of the body have voted to go into executive session and the vote of each member is recorded by roll call and entered into the minutes; 3. before the executive session, the chair shall state the purpose for the executive session, stating the subjects that may be revealed without compromising the purpose for which the executive session was called; 4. the chair shall publicly announce whether the open session will reconvene at the conclusion of the executive session; and 5. accurate records of the executive session shall be maintained pursuant to section 22.”

26. On June 27, 2023 according to the open meeting minutes the Selectboard convened in open session at 7:04pm and heard public comment on an unrelated matter. The board voted to strike and remove agenda item three, was to “discuss and deliberate communication and staffing issues.” Consequently, the Selectboard would not reconvene at the conclusion of the executive session. “Chair Curley moved; Board Member Carboni seconded and it was voted to close open session and enter into executive session. Roll Call Vote; 5-0. Open session adjourned at 7:12pm.” The June 27 executive meeting minutes state “Chair Curley called the executive session to order at 7:12pm.” “Chair Curley moved; Board Member DeVasto seconded; and it was voted to open executive session. Chair Curley explained that this meeting was not to be recorded. Roll Call Vote: 5-0. Executive session began 7:12pm.” Member “Wolf [present remotely] left the meeting at 9:06pm due to lack of being able to hear the conversation.” The executive meeting adjourned at 10:15pm.
27. As described above, it is alleged the Selectboard did not first convene in open session pursuant to section 21 since there is no evidence that the Selectboard properly notified in writing the subject individual, nor did the Chair Curley permit an independent audio-recording. M.G.L c. 30A §21 (a)(1), (a)(1)(iv), (b)(3). There is no publicly available

evidence that the Chair stated the purpose for the executive session or the subjects that may be revealed without compromising the purpose for which the executive session was called. M.G.L c. 30A §21 (b)(3). “A precise statement of the reason for convening in executive session is necessary under the open meeting law because that is the only notification given to the public that the [Selectboard] would conduct business in private, and the only way the public would know if the reason for doing so was proper or improper.” *See id. at 567.*

28. There is no evidence the Selectboard entered the June 27 executive session for one of the permissible purposes as previously described. See District Attorney for the Northwestern Dist. V. Selectman of Sunderland, 11 Mass. App. Ct. 663, 666 (1981). The undisputed evidence shows topics “reorganization”, the “process for an executive session needs [sic] to take place”, and why a Selectboard member “ran reluctantly to fill the seat”, none of which qualifies as exemptions.

**THE OPEN MEETING LAW M.G.L c. 30A, §§ 18-25 AND THE PUBLIC RECORDS**

**LAW EXEMPTION**

29. The exemption “under subclause (a) of clause Twenty-six of section 7 of chapter 4” [Public Records Law Exemptions] only apply if “the executive session was held in compliance with section 21.” M.G.L. c. 30A, §22 (f). Credible and convincing evidence has been shown that the June 27 executive session was not held in compliance with section 21. The Selectboard has the burden to show the executive session was held in compliance with §21.
30. The Board relies on the exemption in Public Records Law M.G.L. c. 4, § 7(26)(c) for the redactions of the June 27 executive meeting minutes (See Attachment 2). Exemptions providing the basis for withholding records completely or in part are strictly and narrowly construed. M.G.L. c. 4, § 7(26), Attorney General v. Assistant Commissioner of the Real

Property Department of Boston, 380 Mass. 623, 625 (1980). Exemption (c) reads “*personnel and medical files* or information and any other materials or data relating to a specifically named individual, the disclosure of which may constitute an unwarranted invasion of personal privacy...”. (emphasis added). There is no evidence that personnel or medical files or “intimate details of a highly personal nature” were discussed in the executive session on June 27. Nor is there evidence that a determination was made that the privacy interest associated with disclosure of personnel or medical files of an individual outweigh the public interest in disclosure of matters of town governance. See Attorney General v. Collector of Lynn, 377 Mass. 151, 156 (1979). Given the abuse of process, the ouster of the Selectboard Chair, a Member’s resignation, and the Members own words that it’s “important that the public understands what led to this” and “serious enough to ... call for reorganization” it’s clear the public interest outweigh other considerations that were never provided.

31. The Selectboard convened the June 27 executive session under the exemption contained in the second clause of M.G.L. c. 30A, §21 (a)(1) “to hear complaints against a public official or employee” rather than first clause which reads “[t]o discuss the reputation, character, physical condition, or mental health, rather than professional competence of individual.” The use of the second phase by the Selectboard does not comport with the use of M.G.L. c. 4, § 7(26)(c), personnel and medical files or information.

**REVIEW MINUTES CONTINUED NON-DISCLOSURE AND ANNOUNCE**

**DETERMINATIONS M.G.L. c. 30A, §22 (g)(1)**

32. “The public body or its chair or designee, shall, at reasonable intervals, review the minutes of executive sessions to determine if provisions of this subsection warrant continued non-



- disclosure. Such determination shall be announced at the body's next meeting and such announcement shall be included in the minutes of that meeting." M.G.L. c. 30A, §22 (g)(1).
33. "Once that [lawful] purpose [to go into executive session] evaporates, however, so does the reason for continued non-disclosure. It is essential to a democratic form of government that the public have broad access to the decisions made by its elected officials and to the way in which decisions are reached." *Foudy v. Amherst-Pelham Regional School Committee*, 402 Mass. 179, 184 (1988). The burden of showing such a need for non-disclosure is on the [Selectboard]. See *Attorney Gen. v. School Comm. of Northampton*, 375 Mass. 127, 130 (1978).
34. No minutes for executive meetings that occurred on July 18, July 25, August 15, September 19, October 19, and October 25, 2023 pursuant to the exemption purposes in M.G.L. c. 30A; Section 21. (See Attachments 3-9) have been released, nor is evidence that the proper process for entering executive was followed of the reviews, nor were any determinations announced or included in minutes as required by c. 30A, § 22 (g)(1).
35. October 25, 2023. Purpose 7 on whether to release the minutes dated June 27, 2023. Process not followed. No minutes of this executive meeting posted.

**CHAIR CURLEY'S ELECTRONIC MESSAGES**

36. "Government bodies may not circumvent the requirements of the open meeting law by conducting deliberations via private messages, whether electronically, in person, over the telephone, or in any other form." *District Attorney for the Northwestern Dist. v. School Committee of Wayland*, 455 Mass. 561, 570-571 (2009).
37. The July 6, 2023 letter was emailed by Chair Ryan Curley to at least three members of the Selectboard. The email and letter expressed Chair Curley's opinion about the reorganization,

among other topics as describe above, and are within the Selectboard jurisdiction.

Consequently, this was a deliberation and meeting which violated the open meeting law.

M.G.L. c. 30A, §§ 18, 20.

38. It is alleged Chair Curley's actions intentionally violated M.G.L. c. 30A § 18 and 940 CMR 29.02 in that he had previously certified receipt of open meeting law and educational materials, M.G.L. c. 30A § 20 (h), 940 CMR 29.04, and acted with deliberate ignorance of the law's requirements by sending the July 6, 2023 email and letter to the other Selectboard members.

#### REMEDY

39. Fully release in unredacted form of all drafts, revisions, comments and final form of executive meeting minutes, along with all emails, letters, reports, comments, and any other public records associated with the dates in this complaint.
40. Declare that the Selectboard's vote to enter the June 27, 2023 executive meeting under the exemptions contained in M.G.L. c. 30A §21 (a) were not proper and are a violation of the open meeting law.
41. Declare that the Selectboard's did not properly follow the procedures in M.G.L. c. 30A §21 (a) (b) to enter the June 27, 2023 executive meeting
42. Chair Curley admit he violated the procedures in M.G.L. c. 30A §21 (a) by prohibiting the audio-visual recording of the June 27, 2023 executive meeting.
43. Chair Curley admit the exchange of electronic mail messages on or around July 6, 2023 amounted to a deliberation that violated the OML
44. Institute a training and quality assurance program to ensure the Selectboard adheres to OML.

# ATTACHMENT 1

***DRAFT (amended)***

***Wellfleet Selectboard  
Executive Session Minutes  
Tuesday June 27, 2023, 7pm***

Redactions applied to released executive session meeting minutes pursuant to the Public Records Law. Specifically, redactions applied pursuant to Exemption (c) of the Public Records Law, given the personnel information contained therein.

**Members Present:** Ryan Curley, Chair; Barbara Carboni, Vice Chair; Michael DeVasto, Kathleen Bacon, John Wolf (remotely)

**Others Present:** [REDACTED];  
Carolyn Murray, KP Law representative; [REDACTED]

Chair Curley called the executive session to order at 7:12pm

***I. Executive Session pursuant to G.L. c. 30A, Sec. 21(a)(1) to hear complaints against a public official or employee.***

**Chair Curley moved; Board Member DeVasto seconded; and it was voted to open executive session. Chair Curley explained that this meeting was not to be recorded.**

**Roll Call Vote: 5-0**

**Executive session began 7:12pm**

Murray [REDACTED]

DeVasto stated that he received a call from [REDACTED], and spoke briefly about [REDACTED]

DeVasto Stated | [REDACTED]

DeVasto stated that [REDACTED]

Chair Curley [REDACTED]

Bacon also [REDACTED]

. She stated that [REDACTED]



# ATTACHMENT 1

*DRAFT (amended)*

[REDACTED]

Wolf spoke to the board

[REDACTED]

Eldridge spoke to the board explaining

[REDACTED]

ying to keep

Chair Curley spoke on how t

[REDACTED]

Murray spoke to the board

[REDACTED]

The conversation on how the process for an executive session needs to take place. It was then asked

[REDACTED]

Chair Curley said

DeVasto spoke that

[REDACTED]

Wolf left the meeting at 9:06pm due to lack of being able hear the conversation.

[REDACTED]

Reorganization of the board was brought up again by Board member DeVasto, Curley stated he wanted to wait for reorganization until after the special town meeting,

## ATTACHMENT 1

### *DRAFT (amended)*

which caused DeVasto to state to Curley and the board that he felt Curley didn't understand the role of the chair and that they are five equal members of the board and there is nothing that he should be able to accomplish as chair that he couldn't do through another board member or with another chair. .

The board came to the decision that they wouldn't be able to reach a conclusion tonight they would need a couple days to decide how to move forward.

### ***II. Adjournment***

**Chair Curley Moved, Board Member DeVasto Seconded; and it was voted to adjourn the meeting.**

**Roll Call: 4-0**

**Meeting adjourned at 10:15pm**



## Attachment 2



### TOWN OF WELLFLEET

Office of the Town Clerk  
300 Main Street, Wellfleet, Ma 02667  
(508)349-0301-Office  
[Townclerk@wellfleet-ma.gov](mailto:Townclerk@wellfleet-ma.gov)

November 01, 2023

Michael Shannon

Re: Request for Executive Session Meeting Minutes- Further Response

Dear Mr. Shannon,

This letter shall supplement the Town of Wellfleet's response to your records request relative to your request for executive session meeting minutes of the Selectboard ("Board") dated June 27, 2023. In compliance with the Open Meeting Law, the Board met on October 19, 2023, and October 25, 2023, in executive session, pursuant to the provisions of G.L. c.30A, §22(f) and (g), to review its executive session meeting minutes in response to this request.

At such meetings, in good faith, the Board determined whether the purpose for the executive session has expired and/or whether any of the information contained in the requested executive session meeting minutes would need to be redacted under any of the exemptions to the Public Records Law, other applicable provisions of law, and/or common law privileges, such as the attorney-client privilege. See, e.g., G.L. c. 4, §7(26); Suffolk Construction Co. v. Div. of Capital Asset Mgmt., 449 Mass. 444, 449-450 (2007); 950 CMR 32.06(3). In accordance with G.L. c.66 §10(b)(iv), nothing herein shall limit the Town's ability to redact or withhold information in accordance with state or federal law.

Pursuant to the Open Meeting Law, the Selectboard is not required to disclose executive session minutes or other materials used during an executive session, if the disclosure of such records would defeat the lawful purposes of the executive session. G.L. c. 30A, §22. The Selectboard is also entitled to withhold or redact executive session meeting minutes if the executive session purpose has been served, but the minutes contain information protected by the attorney-client privilege or exemptions under the Public Records Law. G.L. c. 30A, §22(f). Following its receipt of your request, the Board carefully reviewed the June 27, 2023, requested executive session meeting minutes and determined, in good faith, as follows:

- June 27, 2023, Executive Session Meeting Minutes - minutes have been released pursuant to the Open Meeting Law; minutes have been redacted to maintain individuals' privacy pursuant to Exemption (c) given the personnel and personal information contained therein. Exemption (c) applies to "personnel and medical files or information and any other

## Attachment 2

materials or data relating to a specifically named individual, the disclosure of which may constitute an unwarranted invasion of personal privacy..."

Sincerely,

Jennifer M. Congel  
Town Clerk/RAO



## Attachment 3



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[Home](#) > Agenda with Executive Session

## Agenda with Executive Session

### Date:

Tuesday, July 18, 2023 - 5:00pm

### ***Wellfleet Selectboard***

***Note: Start Time of 5pm***

The Wellfleet Selectboard will hold a public meeting on Tuesday, July 18, 2023, at 5:00 p.m. The Chapter 2 of the Acts of 2023, this meeting will be held virtually only via the zoom platform.

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

<https://us02web.zoom.us/j/85689604806?pwd=blpIVFFBZzViQ0xNWkZKMm9iMVdrdz09>

**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 be 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](http://wellfleet-ma.gov)

### ***I. Announcements, Open Session and Public Comments***

- ***NOTE:*** Public comments are limited to no more than **two minutes per speaker**. The Board will not deliberate or vote on any matter raised solely during Announcements & Public Comments.

## Attachment 3

### ***II. Adjournment of Open Session; Enter into Executive Session; M.G.L. c.30A, Sec. 21: Not to r return to open session***

- Purpose 5: To investigate charges of criminal misconduct or to consider the filing of criminal complaints.

### ***III. Adjournment***

Source URL: <https://www.wellfleet-ma.gov/selectboard/agenda/agenda-with-executive-session-21>

## Attachment 4



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[Home](#) > [Agenda](#)

## Agenda

### Upload file:

 [selectboard\\_packet\\_07-18-2023.pdf](#)

### Date:

Tuesday, July 18, 2023 - 7:00pm

**The Wellfleet Selectboard will hold a public meeting on Tuesday, July 18, 2023, at 7:00 p.m.** The Chapter 2 of the Acts of 2023, 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 be 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](http://wellfleet-ma.gov)

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## ***I. Announcements, Open Session and Public Comments***

- ***NOTE:*** *Public comments are limited to no more than two minutes per speaker. The Board will*

## **II. Consent Agenda**

- Collective Bargaining Ratifications
- WEA

## **III. Board Reorganization**

## **IV. Use of Town Property**

- Baker's Field Pavilion ~ Celebration of Life for Jane Tesson ~ date to be determined based on availability.

## **V. Business**

- Dredging Mitigation
- Financial Update
- Town Administrator Development Plan
- Departmental Goals

Administration

Human Resources

Police

Building Department

Community Services

Town Clerk

Shellfish Department

Harbor Master

Special Town Meeting Warrant

## **VI. Adjournment of Open Session; Enter into Executive Session; M.G.L. c.30A, Sec. 21**

- **Purpose 3:** To discuss strategy with respect to collective bargaining or litigation if an open meeting may have a detrimental effect on the bargaining or litigating position of the public body and the chair so declares.
- Collective Bargaining
- WEA

## **VII. Adjournment**

# Attachment 5



## Wellfleet Selectboard

### **Note: Start Time of 7pm**

The Wellfleet Selectboard will hold a public meeting on **Tuesday, July 25, 2023, at 7:00 p.m.** The Chapter 2 of the Acts of 2023, 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 be 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](http://wellfleet-ma.gov)

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## **I. *Announcements, Open Session and Public Comments***

**Note: Public comments are limited to no more than two minutes per speaker.**

The Board will not deliberate or cote on any matter raised solely during Announcements & Public Comments.

## **II. *Consent Agenda***

A. Application received July 17, 2023, from Bob Dupuis to be appointed as a member of the Commission on Disabilities.

## **III. *Public Hearings***

A. **CONTINUED** from 06/20/2023 - Verizon New England to place approximately eight-hundred feet (800') of new conduit adjacent to 1065 Chequessett Neck Rd. Wellfleet MA

# Attachment 5

## IV. ***Business***

- A. Approval of Agreements with Friends of Herring River to Support Herring River Restoration Project Implementation~ Carole Ridley
- B. Herring River Restoration Project Update – Wes Stinson (OPM)
- C. Special Town Meeting Warrant
  - Referred Zoning Articles (for Comment)
  - ~ Inclusionary Zoning
  - ~ Cottage Colonies
  - ~ Landscape and Tree PreservationArticles that have not been voted to insert or recommend will be voted on at this time.
- D. Illegal Parking and safety Concerns at Long Pond ~ Discussion on how to improve the safety of the area around Long Pond ~ Brent Harold.
- E. Special Election Warrant – Election of Town Officer (Selectboard - partial term)

## V. ***Selectboard Reports***

## VI. ***Topics for Future Discussion***

## VII. ***Vacancy Reports***

## VIII. ***Minutes***

- A. July 11, 2023
- B. July 13, 2023
- C. July 18, 2023

## IX. ***Adjournment of Open Session***

## X. ***Executive Session; M.G.L. Ch. 30A; Section 21.***

***Purpose 7:*** To comply with, or act under the authority of, any general or special law or federal grant-in-aid requirements.

- Executive Session Meeting Minutes of June 27, 2023.

# Attachment 6



## Wellfleet Selectboard

### Note: Start Time of 7pm

The Wellfleet Selectboard will hold a public meeting on **Tuesday, August 15, 2023, at 7:00 p.m.** The Chapter 2 of the Acts of 2023, 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 be 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](http://wellfleet-ma.gov)

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### I. *Announcements and Public Comments*

**Note** Public comments are limited to no more than two minutes per speaker. The Board will not deliberate or cote on any matter raised solely during Announcements & Public Comments.

### II. *Consent Agenda*

- A. Final agreement for Mayo Creek grant acceptance ~ Jay Norton

### III. *Board/Committee Appointments and Updates*

- A. Commission on Disabilities, presentation to the board ~ Applications for ADA Planning and Project Grants Awarded by the MOD.

### IV. *Business*

- A. Outer Cape Wellness Happenings ~ Regional Public Health Efforts from Eastham to Provincetown ~ Meredith Ballinger, Hillary Lemos, Alex Nelson

# Attachment 6

- B. Letter from Selfish Constable addressing licensing of grants to corporations or other business entities.
- C. Shellfish Grant Lottery – Constable Civetta
- D. Special Town Meeting Warrant ~ vote to insert and recommend any outstanding articles and to close the Special Town Meeting Warrant.
- E. Dredge Mitigation Plan – Status update on submission  
Public comments on alternative plans instead of mitigation.
- F. Funding Operating Expenses associate with Dredging Mitigation Plan ~ Ryan Curley
- G. Regional Dispatch Study – Request for support of grant submission, with Eastham, Provincetown, and Truro to fund a regional feasibility study.

V. ***Selectboard Reports***

- A. Prior Affiliations ~ Chair Barbara Carboni
- B. Selectboard Goals FY2024 – Review and prioritize Town-wide goals.

VI. ***Topics for Future Discussion***

VII. ***Minutes***

- A. July 11, 2023
- B. July 13, 2023
- C. July 18, 2023
- D. July 25, 2023
- E. August 8, 2023

VIII. ***Adjournment of open Session to move into Executive Session: M.G.L. c.30A, Sec. 21***

- ***Purpose 1:*** *To discuss the reputation, character, physical condition, or mental health, rather than professional competence, of an individual, or discuss the discipline or dismissal of, or complaints or charges against, a public officer, employee, staff member or individual.*
- ***Purpose 7:*** *To comply with, or act under the authority of, any general or special law or federal grant-in-aid requirements.*

**Executive Session Meeting Minutes ~ June 27, 2023**

IX. ***Adjournment of Executive Session not to Reopen in Open Session***



# Attachment 7



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[Home](#) > [Agenda](#) - with Executive Session ~ Virtual Meeting

## Agenda - with Executive Session ~ Virtual Meeting

### Date:

Tuesday, September 19, 2023 - 6:00pm

### ***Wellfleet Selectboard***

### ***Executive Session***

### ***Virtual Meeting via Zoom***

### ***Note Start Time 6PM***

The Wellfleet Selectboard will hold a virtual public meeting with executive session on Tuesday, September 19, 2023, at 6:00 p.m. Chapter 2 of the Acts of 2023, this meeting will be conducted virtually.

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

<https://us02web.zoom.us/j/83679342408?pwd=Ti9qVzVsZ2hlMm1ndFF1bmdhOQVM5Zz09>

Meeting ID: 836 7934 2408 Passcode: 201774

Dial by your location: +1 929 205 6099 US

To Participate during public comment:

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

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### ***I. Announcements and Public Comments***

- **Note** Public comments are limited to no more than two minutes per speaker. The Board will not deliberate or vote on any matter raised solely during Announcements & Public Comments.

### ***II. End Public Meeting and Enter into Executive Session***

- Pursuant to G.L. c. 30A, Sec. 21(a)(1): "To discuss the reputation, character, physical condition or

## Attachment 7

mental health, rather than professional competence, of an individual, or to discuss the discipline or dismissal of, or complaints or charges brought against, a public officer, employee, staff member or individual.”

### ***III. Adjournment of Executive Session***

**Source URL:**<https://www.wellfleet-ma.gov/selectboard/agenda/agenda-with-executive-session-virtual-meeting>

# Attachment 8

## **Note: Start Time of 6pm**

The Wellfleet Selectboard will hold a public meeting on **Thursday, October 19, 2023, at 6:00 p.m.** Chapter 2 of the Acts of 2023, this meeting will be conducted solely 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.

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

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

By Phone: +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 be recognized to speak. If attending a meeting in person, please find the closest available microphone and confine any personal conversations to the outside of the meeting room. Anyone may record the session but must notify the Chair and may not interfere with the meeting to record it.

---

## ***I. Announcements, and Public Comments***

**Note: Public comments are limited to no more than two minutes per speaker.**

The Board will not deliberate or cote on any matter raised solely during Announcements & Public Comments.

## ***II. Staffing Update ~ Town Administrator***

## ***III. Adjourn Open Session and Enter into Executive Session M.G.L., c. 30A***

- **Purpose 2:** To conduct strategy sessions in preparation for negotiations with non-union personnel or to conduct collective bargaining sessions or contract negotiations with non-union personnel – Chief of Police
- **Purpose 3:** To discuss strategy with respect to collective bargaining or litigation if an open meeting may have a detrimental effect on the bargaining or litigating position of the public body and the chair so declares. - Maclauchlan v. Town of Wellfleet et al, Barnstable Superior Court, Docket No. XXX
- **Purpose 7:** To comply with, or act under the authority of, any general or special law or federal granny-in-aid requirements “Open Meeting Law – The board will review and vote under the Open Meeting Law, G.L.c. 30A, s. 22, on whether to release the minutes dated June 27, 2023.

## ***IV. Adjournment of Executive Session***

# Attachment 9

## **Note: Start Time of 6pm**

The Wellfleet Selectboard will hold a public meeting on **Wednesday October 25, 2023, at 6:00 p.m.** Chapter 2 of the Acts of 2023, this meeting will be conducted solely 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.

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

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

By Phone: +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 be recognized to speak. If attending a meeting in person, please find the closest available microphone and confine any personal conversations to the outside of the meeting room. Anyone may record the session but must notify the Chair and may not interfere with the meeting to record it.

---

## ***I. Announcements, and Public Comments***

**Note: Public comments are limited to no more than two minutes per speaker.**

The Board will not deliberate or cote on any matter raised solely during Announcements & Public Comments.

## ***II. Adjourn Open Session and Enter into Executive Session M.G.L., c. 30A.***

- **Purpose 7:** To comply with, or act under the authority of, any general or special law or federal granny-in-aid requirements "Open Meeting Law – The board will review and vote under the Open Meeting Law, G.L.c. 30A, s. 22, on whether to release the minutes dated June 27, 2023.

## ***III. Adjournment of Executive Session***

December 14, 2023

**Carolyn M. Murray**  
cmurray@k-plaw.com

**BY ELECTRONIC MAIL ONLY** ([openmeeting@state.ma.us](mailto:openmeeting@state.ma.us))

Carrie Benedon, Esq.  
Director, Division of Open Government  
Office of Attorney General  
One Ashburton Place  
Boston, MA 02108

Re: Town of Wellfleet – Select Board  
Open Meeting Law Complaint from Michael Shannon dated November 21, 2023

Dear Ms. Benedon:

Please be advised that this firm serves as Town Counsel to the Town of Wellfleet (the “Town”). The Town’s Selectboard (“Board”) is in receipt of an Open Meeting Law Complaint (the “Complaint”) filed by Mr. Michael Shannon (the “Complainant”), dated November 21, 2023, which was received by the Town that same day. The Complaint alleges that the Board violated the Open Meeting Law in various ways on June 27, 2023 and July 6, 2023. A copy of the Complaint is attached hereto as Exhibit 1.

On December 19, 2023, the Board met at a properly posted meeting to discuss the Complaint and consider its response. The Board has carefully reviewed the allegations contained in the Complaint and, following such discussion, has authorized this response on its behalf, in accordance with G.L. c.30A, §23 and 940 CMR 29.05(5), which is based upon information provided by the Town.

## **DISCUSSION**

### *I. June 27, 2023 Meeting.*

The Complaint alleges that the Board violated the Open Meeting Law at its June 27, 2023 executive session in three ways: 1) that the Board’s vote to enter the executive session did not satisfy any of the enumerated reasons for entering executive session; 2) the Board failed to follow proper procedure when entering the executive session; and 3) the Board prohibited audio-visual recording of the executive session. None of the allegations constitute a violation of the Open Meeting Law. The properly posted agenda for the June 27, 2023 meeting is attached hereto as Exhibit 2.

As a threshold matter, to the extent that the Complaint alleges violation of the Open Meeting Law, such allegations are untimely, as more than thirty (30) days have elapsed since the alleged violations were discoverable. For a complaint to be considered timely, the Open Meeting Law requires that the complaint be filed “with the public body...within 30 days of the date of the alleged violation.”

Carrie Benedon, Esq.  
Director, Division of Open Government  
December 14, 2023  
Page 2

G.L. c.30A, §23(b). If the alleged violation could not have been known at the time it occurred, then the complaint must be filed within thirty (30) days of the date on which the alleged violation should reasonably have been discovered. 940 CMR 29.05(4). When reviewing the timeliness of a complaint, the Division considers when the action that is alleged to have violated the Open Meeting Law was reasonably discoverable, not when an individual complainant became aware of the action or of the requirements of the Open Meeting Law. See OML Declination 2-8-22 (Milton Select Commission); OML Declination 12-18-20 (Pembroke Commission of Health); OML Declination 5-21-12 (Montague Commission of Selectmen). Here, the alleged violations were all reasonably discoverable during the open session immediately preceding the executive session. The June 27, 2023 open session minutes are attached hereto as Exhibit 3. As such, the Complainant's allegations are untimely and not ripe for review.

However, even if the allegations relative to the June 27, 2023 meeting were timely, no violation of the Open Meeting Law occurred. First, the Board appropriately entered into the executive session under Purpose 1 to protect the reputation and character of and to discuss the complaints brought against a public employee. The Open Meeting Law was enacted "to eliminate much of the secrecy surrounding deliberations and decisions on which public policy is based." Ghiglione v. School Committee of Southbridge, 376 Mass. 70, 72 (1978). A public body must post notice of every meeting at least 48 hours in advance, not including Saturdays, Sundays, and legal holidays. G.L. c.30A, §20(b). Notices must include "a listing of topics that the chair reasonably anticipates will be discussed at the meeting." Id. The list of topics must have sufficient specificity to reasonably advise the public of the issues to be discussed at the meeting. 940 CMR 29.03(1)(b). However, "[w]hen discussing an individual in executive session pursuant to Purpose 1, a public body may omit identifying information about that individual from the meeting notice where the body is concerned about protecting the privacy of that individual." OML 2023-25; see OML 2023-27. "This purpose is designed to protect the rights and reputation of individuals." See Open Meeting Law Guide and Educational Materials, December 2023, p.12. Here, the Board was concerned about the privacy of the individual whose reputation and character were discussed during the executive session, and thus the meeting notice properly did not identify the individual by name.

Second, the Board followed all requirements in entering into executive session. See Exhibit 3. The individual who was the subject of the executive session was notified in writing at least forty-eight (48) hours prior to the executive session; the chair stated that the Board **would not** reconvene in open session following the executive session; and the Board voted by roll call vote to enter into the executive session. G.L. c.30A, §21(a)(1). Third, the Open Meeting Law contains no requirement that members of the public be allowed to audio-video record executive sessions. "After notifying the chair of the public body, any person may make a video or audio recording of an open session of a meeting of a public body..." G.L. c.30A, §20(f). While G.L. c.30A, §21(a)(1)(iv) allows for "an independent record to be created of said executive session by audio-recording or transcription," that right only applies to the individual who is the topic of the executive session.



Carrie Benedon, Esq.  
Director, Division of Open Government  
December 14, 2023  
Page 3

*II. July 6, 2023, E-Mail Messages.*

The Complaint alleges that the Board chair violated the Open Meeting Law by deliberating outside of a posted meeting on July 6, 2023, via e-mail. The Town has not been provided with copies of the July 6, 2023, letter that the Complainant refers to and thus cannot fully comment as to this allegation. With respect to those excerpts of the July 6, 2023 letter cited in the Complaint in which Mr. Curley advised other Board members that he would step down as chair, it appears that Mr. Curley made a similar public announcement at the Board's July 18, 2023 meeting, and therefore, if Mr. Curley's July 6, 2023 letter constituted a deliberation of the Board outside of a public meeting, it appears to have been cured by Mr. Curley's public disclosure of same at the July 18, 2023 meeting.

*III. Executive Session Meeting Minutes.*

The Complainant alleges that the Board has failed 1) to make the entirety of the June 27, 2023, executive session minutes available to the public; 2) that the Board has failed to regularly review executive session minutes to determine whether continued non-disclosure is warranted; and 3) that the Board has failed to announce to the public the results of its review of withheld executive sessions. Pursuant to the Open Meeting Law, the Board is not required to disclose executive session minutes or other materials used during an executive session, if the disclosure of such records would defeat the lawful purposes of the executive session. G.L. c.30A, §22. The Board is also entitled to withhold or redact executive session meeting minutes if the executive session purpose has been served, but the minutes contain information protected by the attorney-client privilege or exemptions under the Public Records Law. G.L. c.30A, §22(f). Here, the Complainant was provided with redacted executive session minutes, as the Board has determined that continued non-disclosure is warranted. The letter transmitting the redacted minutes to the Complainant is attached hereto as Exhibit 4.

The Board agrees it has an obligation to review executive session minutes on a quarterly or semi-annual basis, pursuant to G.L. c.30A, §22(g)(1). The Board will announce the results of future reviews of executive session minutes at open session meetings and include the same in its meeting minutes.



Carrie Benedon, Esq.  
Director, Division of Open Government  
December 14, 2023  
Page 4

**CONCLUSION**

Based on the foregoing, the Board respectfully considers this matter resolved. Please do not hesitate to contact me if you require additional information.

Very truly yours,

Carolyn M. Murray

CMM/mad

Enc.

cc: Michael Shannon (by e-mail only to [mshannon100@yahoo.com](mailto:mshannon100@yahoo.com))

Select Board

894941/WELL/0178





## SELECTBOARD

AGENDA ACTION REQUEST  
Meeting Date: December 19, 2023

# IX

### ANNUAL ALCOHOL LICENSE RENEWALS

<b>REQUESTED BY:</b>	Executive Assistant
<b>DESIRED ACTION:</b>	To approve the 2024 annual alcohol license renewals
<b>PROPOSED MOTION:</b>  <b>SUMMARY:</b>	<b>I move to approve the annual alcohol licenses for the year 2024 to the businesses listed below:</b> <ul style="list-style-type: none"><li>• BAPPS TAPS, LLC</li><li>• Bapps Tapps, LLC dba: The Block and Tackle</li><li>• Black Fish Creek Creek Inc dba: Seaside Liquors</li><li>• Book Store and Restaurant</li><li>• Fitzgerald Hill, LLC dba: The Copper Swan</li><li>• KB Kitchens, Inc. dba: C Shore</li><li>• MJT Enterprises, Inc. dba: Blackfish Variety</li><li>• Saveur De Pain Inc dba: PB Boulangerie Bistro</li><li>• Slaibi Enterprises, Inc. dba: Wellfleet Mobil</li><li>• Tek Restaurant Group, Inc. dba: The Wicked Oyster</li><li>• Wellfleet Harbor Actors Theater</li><li>• Wellfleet Marketplace, Inc.</li><li>• Wellfleet Preservation Hall, Inc.</li><li>• Wellfleet Spirits Shoppe, Inc</li></ul>
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____  Condition(s):
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____





Jean M. Lorizio, Esq.  
Commission Chairman

**Commonwealth Of Massachusetts  
Alcoholic Beverages Control Commission  
95 Fourth Street, Suite 3  
Chelsea, MA 02150-2358**

**2024  
Retail License Renewal**

License Number: 05633-RS-1348	Municipality: WELLFLEET
License Name : Bapps Taps, LLC	License Class: Annual
DBA : The Block And Tackle	License Type: Restaurant
Premise Address: 545 Route 6 Wellfleet, MA 02667	License Category: All Alcoholic Beverages
Manager: Beth Andreoli	

I hereby certify and swear under penalties of perjury that:

1. I am authorized to sign this renewal pursuant to M.G.L. Chapter 138;
2. The renewed license is of the same class, type, category as listed above;
3. The licensee has complied with all laws of the Commonwealth relating to taxes; and
4. The premises are now open for business (if not, explain below).

Beth Andreoli  
Signature

Beth Andreoli  
Printed Name

November, 2, 2023  
managing partner  
Title

Additional Information:

**Please complete and return this form to the Local Licensing Authority.**





Jean M. Lorizio, Esq.  
Commission Chairman

**Commonwealth Of Massachusetts  
Alcoholic Beverages Control Commission  
95 Fourth Street, Suite 3  
Chelsea, MA 02150-2358**

**2024  
Retail License Renewal**

License Number: 00016-PK-1348

Municipality: WELLFLEET

License Name : Black Fish Creek Inc

License Class: Annual

DBA : Seaside Liquors

License Type: Package Store

Premise Address: 1426 Route 6 Wellfleet, MA 02667

License Category: All Alcoholic Beverages

Manager: Alan Kogos

I hereby certify and swear under penalties of perjury that:

1. I am authorized to sign this renewal pursuant to M.G.L. Chapter 138;
2. The renewed license is of the same class, type, category as listed above;
3. The licensee has complied with all laws of the Commonwealth relating to taxes; and
4. The premises are now open for business (if not, explain below).

Signature

Alan C. Kogos

Printed Name

November, 10<sup>th</sup> 2023

Pres./Manager

Title

Additional Information:

**Please complete and return this form to the Local Licensing Authority.**





Jean M. Lorizio, Esq.  
Commission Chairman

**Commonwealth Of Massachusetts  
Alcoholic Beverages Control Commission  
95 Fourth Street, Suite 3  
Chelsea, MA 02150-2358**

**2024  
Retail License Renewal**

License Number: 00004-RS-1348

Municipality: WELLFLEET

License Name : Bookstore And Restaurant Inc

License Class: Annual

DBA : The Bookstore And Restaurant

License Type: Restaurant

Premise Address: 50 Kendrick Avenue Wellfleet, MA 02667

License Category: All Alcoholic Beverages

Manager: Caroline J Parlante

I hereby certify and swear under penalties of perjury that:

1. I am authorized to sign this renewal pursuant to M.G.L. Chapter 138;
2. The renewed license is of the same class, type, category as listed above;
3. The licensee has complied with all laws of the Commonwealth relating to taxes; and
4. The premises are now open for business (if not, explain below).

Joseph W. Parlante  
Signature

November, 11/6/2023

Joseph W. Parlante  
Printed Name

Manager  
Title

Additional Information:

**Please complete and return this form to the Local Licensing Authority.**





Jean M. Lorizio, Esq.  
Commission Chairman

**Commonwealth Of Massachusetts  
Alcoholic Beverages Control Commission  
95 Fourth Street, Suite 3  
Chelsea, MA 02150-2358**

**2024  
Retail License Renewal**

License Number: 06687-HT-1348

Municipality: WELLFLEET

License Name : Fitzgerald Hill LLC

License Class: Annual

DBA : The Swam

License Type: Hotel/Innkeeper

Premise Address: 70 Main Street Wellfleet, MA 02667

License Category: All Alcoholic Beverages

Manager: Grant Hester

I hereby certify and swear under penalties of perjury that:

1. I am authorized to sign this renewal pursuant to M.G.L. Chapter 138;
2. The renewed license is of the same class, type, category as listed above;
3. The licensee has complied with all laws of the Commonwealth relating to taxes; and
4. The premises are now open for business (if not, explain below).

  
Signature

Grant C Hester  
Printed Name

November, 22<sup>nd</sup> 2023  
Owner  
Title

Additional Information:

**Please complete and return this form to the Local Licensing Authority.**



Jean M. Lorizio, Esq.  
Commission Chairman

**Commonwealth Of Massachusetts  
Alcoholic Beverages Control Commission  
95 Fourth Street, Suite 3  
Chelsea, MA 02150-2358**

**2024  
Retail License Renewal**

License Number: 03512-RS-1348

Municipality: WELLFLEET

License Name : KB Kitchens, Inc.

License Class: Annual

DBA : C. Shore

License Type: Restaurant

Premise Address: 554 State Highway Route 6 Wellfleet, MA  
02667

License Category: All Alcoholic Beverages

Manager: Kelly Marie Oakes

I hereby certify and swear under penalties of perjury that:

1. I am authorized to sign this renewal pursuant to M.G.L. Chapter 138;
2. The renewed license is of the same class, type, category as listed above;
3. The licensee has complied with all laws of the Commonwealth relating to taxes; and
4. The premises are now open for business (if not, explain below).

Kelly Oakes  
Signature

Kelly Oakes  
Printed Name

November, 11/21/23

President  
Title

Additional Information:

**Please complete and return this form to the Local Licensing Authority.**















Jean M. Lorizio, Esq.  
Commission Chairman

Commonwealth Of Massachusetts  
Alcoholic Beverages Control Commission  
95 Fourth Street, Suite 3  
Chelsea, MA 02150-2358

2024  
Retail License Renewal

License Number: 00046-GP-1348

Municipality: WELLFLEET

License Name : Wellfleet Harbor Actors Theater Route  
6

License Class: Annual

DBA : Wellfleet Harbor Actors Theater  
Premise Address: 2357 Route 6 Wellfleet, MA 02667

License Type: General On-Premises

Manager: Christopher Scott Ostrom

License Category: All Alcoholic Beverages

I hereby certify and swear under penalties of perjury that:

1. I am authorized to sign this renewal pursuant to M.G.L. Chapter 138;
2. The renewed license is of the same class, type, category as listed above;
3. The licensee has complied with all laws of the Commonwealth relating to taxes; and
4. The premises are now open for business (if not, explain below).

Signature

CHRISTOPHER OSTROM

Printed Name

November, 29, 2023

PROP. ART. DIR.

Title

Additional Information:

Please complete and return this form to the Local Licensing Authority.









## SELECTBOARD

AGENDA ACTION REQUEST  
Meeting Date: December 19, 2023

# VIII

### BOARD/COMMITTEE APPOINTMENTS AND UPDATES

~ A ~

<b>REQUESTED BY:</b>	Wendy Rennert
<b>DESIRED ACTION:</b>	Be appointed to the Council on Aging Advisory Board
<b>PROPOSED MOTION:</b>	I move to appoint Wendy Rennert as a voting member to the Wellfleet Council on Aging Advisory Board for a term of 3 years, to expire June 30, 2026; and to be sworn in by the town clerk before voting at a meeting.
<b>SUMMARY:</b>	
<b>Project</b>	Moved By: _____ Seconded By: _____ Condition(s):
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____





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

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

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

Name Wendy J. Rennert Date 11/27/23

Mailing Address PO Box 1150

Wellfleet, Ma. 02667

Phone (Home) 508-349-7613 (cell) 508-364-0638

E-mail wellfleetwendy@yahoo.com

Please describe briefly any work experience, including volunteer service, that you feel would be useful to the Town: \_\_\_\_\_

Over 40 years working in the service industry, including volunteering at the CoA luncheons. Medical Training Course, 20 years in gerontology

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

45 years living and working on the lower Cape including continuing education @ the Cape Cod Community College & Volunteering @ the WES. Familiarity w the town and its people.

Committees/Boards of Interest: 1) Wellfleet Council on Aging Advisory Board  
2) \_\_\_\_\_  
3) \_\_\_\_\_



## SELECTBOARD

AGENDA ACTION REQUEST  
Meeting Date: December 19, 2023

# VIII

### BOARD/COMMITTEE APPOINTMENTS AND UPDATES

~ B ~

<b>REQUESTED BY:</b>	<b>Chris Merl &amp; Alfred Pickard</b>
<b>DESIRED ACTION:</b>	<b>To be appointed to the Dredging Task Force</b>
<b>PROPOSED MOTION:</b>  <b>Summary:</b>	<b>I move to appoint the appointment of Chris Merl to the Wellfleet Dredging Task force for a term of three years to expire June 30, 2026; and to be sworn in by the Town Clerk before voting at a meeting.</b> <b>I move to appoint Alfred Pickard to the Wellfleet Dredging Task Force for a term of three years to expire June 30, 2026; and to be sworn in by the town clerk before voting at a meeting.</b>
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____



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

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

FILL OUT THE FORM BELOW and mail it to:

Wellfleet Selectmen's Office, Town Hall, 300 Main Street, Wellfleet, MA 02667

Name Chris Merl Date 11-13-23

Mailing Address P.O. Box 1993  
Wellfleet, MA

Phone (Home) 508-237-2632 (cell) Same

E-mail Cmerl2000@yahoo.com

Please describe briefly any work experience, including volunteer service, that you feel would be useful to the Town: Lifelong resident, Commercial fisherman, Captain, Mariner with 35 years experience in Wellfleet Harbor. Former SAB Chair Currently serving on Scallop Advisory Panel to the New England Fisheries Management Council.

Please add any other information that you think may be useful, including education or other formal training, specialized courses, professional licenses or certifications, etc.:  
Hatchery Course, Marine Science Statistics Analysis Course

Committees/Boards of Interest: 1) Dredging Task Force  
2) \_\_\_\_\_  
3) \_\_\_\_\_



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

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

FILL OUT THE FORM BELOW and mail it to:

Wellfleet Selectmen's Office, Town Hall, 300 Main Street, Wellfleet, MA 02667

Name Alfred Pickard Date 11/13/2023

Mailing Address Box 1407 Wellfleet 02667

Phone (Home) 508 349 0826 (cell) 508 349 6417

E-mail wmcmom@aol.com

Please describe briefly any work experience, including volunteer service, that you feel would be useful to the Town: \_\_\_\_\_

Owner of Wellfleet Marine Corporation  
Board member of Wellfleet SEAT. Know  
inner workings of Wellfleet Harbor for 40+ years

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

Previous member of dredging task force  
1990's - Wellfleet representative for County dredge.  
20+ years - currently on planning board.

Committees/Boards of Interest: 1) Dredging task force  
2) \_\_\_\_\_  
3) \_\_\_\_\_



## SELECTBOARD

AGENDA ACTION REQUEST  
Meeting Date: December 19, 2023

# VIII

### BOARD/COMMITTEE APPOINTMENTS AND UPDATES

~ C ~

<b>REQUESTED BY:</b>	<b>Chris Merl, Brad Morse, &amp; Helen Miranda Wilson</b>
<b>DESIRED ACTION:</b>	<b>One to be appointed to the Shellfish Advisory Board</b>
<b>PROPOSED MOTION:</b>	<b>I move to appoint _____ as a voting member to the Wellfleet Shellfish Advisory Board for a term of three years; to expire June 30, 2026; and to be sworn in by the town clerk before voting at a meeting.</b>
<b>SUMMARY:</b>	<b>I move to appoint _____ as an alternate member to the Shellfish Advisory Board, for a term of three years; to expire June 30, 2026; and to be sworn in by the town clerk.</b>
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____



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

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

FILL OUT THE FORM BELOW and mail it to:

Wellfleet Selectmen's Office, Town Hall, 300 Main Street, Wellfleet, MA 02667

Name Chris Merl Date 6-28-23

Mailing Address P.O. 1993  
Wellfleet MA 02667

Phone (Home) \_\_\_\_\_ (cell) 508-237-2632

E-mail cmerl2000@yahoo.com

Please describe briefly any work experience, including volunteer service, that you feel would be useful to the Town: \_\_\_\_\_

Previous member of SAB  
35 years Commercial Fishing Experience

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

Hatchery Course  
Marine Science Understanding Course

Committees/Boards of Interest: 1) SAB Voting Member  
2) \_\_\_\_\_  
3) \_\_\_\_\_



TOWN OF WELLFLEET  
APPLICATION FOR TOWN BOARDS & COMMITTEES MEMBERSHIP

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

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

Name Bradford Morse Date 11/21/23  
Mailing Address 220 Paine Hollow Rd. P.O. Box 1370  
Wellfleet, Ma 02667  
Phone (Home) 508-349-2408 (cell) 508-237-6913  
E-mail bardman98@yahoo.com

Please describe briefly any work experience, including volunteer service, that you feel would be useful to the Town:

Shellfish Grant Holder Since 2008  
Shellfisherman since 1977 Able Seaman M.M.  
EMT Wellfleet Fire Dept Coast Guard Lic.

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

1980 Cape Cod Tech Marine Services  
Realtor Brown All.

( Full voting member )  
 Committees Boards of Interest: 1) Shellfish Advisory Board  
2) \_\_\_\_\_  
3) \_\_\_\_\_





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

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

FILL OUT THE FORM BELOW and mail it to:

Wellfleet Selectmen's Office, Town Hall, 300 Main Street, Wellfleet, MA 02667

□ Name Helen-Miranda Wilson Date November 30, 2023  
Thursday

Mailing Address 5 Money Hill Road

Wellfleet MA 02667

Phone (Home) (508) 241-0208 <sup>cell</sup> (508) 349-3746 <sup>home</sup> <sub>(cell)</sub>

E-mail hclmirwil@c4.net

□ Please describe briefly any work experience, including volunteer service, that you feel would be useful to the Town: • 9 years on the Shellfish Advisory Board (SAB)  
• 10 years on the Shellfish Regulatory Board (Selectboard)

• 3 years on the Planning Board • 2+ years on the ZBA, etc.  
• 24 years of public service for the town. (Charter Review Comm)  
• I have much experience with drafting by laws and regulations with others. (Housing Authority)

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

• I've attended most SAB meetings since 2004-5, whether or not I've been a member, as well as state meetings.  
• Have read a lot of science about shell fishing and shellfish.  
• Have been listening about to people in the industry since I was a child.

□ Committees/Boards of Interest: 1) Shellfish Advisory Board as a voting  
2) "REGULAR" MEMBER\*  
3) \_\_\_\_\_

\*I was a regular member for most of the 9 years I was on The SAB.





## SELECTBOARD

AGENDA ACTION REQUEST  
Meeting Date: December 19, 2023

# IX

### BUSINESS

~ A ~

<b>REQUESTED BY:</b>	<b>Denny O'Connell ~ Wellfleet Conservation Trust</b>
<b>DESIRED ACTION:</b>	<b>To review and affirm the final draft of the restriction for 970 Chequessett Neck Road/Fouse property.</b>
<b>PROPOSED MOTION:</b>  <b>SUMMARY:</b>	<b>I move to approve the final draft of the conservation restriction placed on the Fouse property off Old Chequessett Neck Road held by the Wellfleet Conservation Trust.</b>
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____

**GRANTOR: Jacquelyn A. Fouse**

**GRANTEE: The Compact of Cape Cod Conservation Trusts, Inc.**

**ADDRESS OF PREMISES: 970 Chequessett Neck Road, Wellfleet, MA 02667**

**FOR GRANTOR'S TITLE SEE: Barnstable Registry District of the Land Court  
Document #1402424 noted on Certificate of Title # 223250**

**FOR PLAN OF RECORD SEE: Barnstable Registry District of the Land Court  
Plan #10669-20 (Lot 84) and sketch in Exhibit B**

## **GRANT OF CONSERVATION RESTRICTION**

### **I. STATEMENT OF GRANT**

**JACQUALYN A. FOUSE**, of 960 Chequessett Neck Road, Wellfleet MA 02667, being the sole owner of the Premises as defined herein, for my successors and assigns (“Grantor”), acting pursuant to Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws, grant, with QUITCLAIM COVENANTS, to **THE COMPACT OF CAPE COD CONSERVATION TRUSTS, INC.**, a Massachusetts charitable corporation with an office at 36 Red Top Road, Brewster MA 02631, its permitted successors and assigns (“Grantee”), for nominal consideration, as this conveyance is to be considered and characterized as a gift in accordance with 26 U.S.C. Section 170(h), IN PERPETUITY AND EXCLUSIVELY FOR CONSERVATION PURPOSES, the following Conservation Restriction on land located in the Town of Wellfleet, County of Barnstable, Commonwealth of Massachusetts containing the entirety of a 1.69-acre ± parcel of land (“Premises”), which Premises is more particularly described in Exhibit A and shown in the attached reduced copy of a survey plan in Exhibit B, both of which are incorporated herein and attached hereto.

### **II. PURPOSES:**

This Conservation Restriction is defined in and authorized by Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws and otherwise by law. The purposes of this Conservation Restriction (“Purposes”) are to ensure that the Premises will be maintained in perpetuity in its

natural, scenic, or open condition, and to prevent any use or change that would materially impair the Conservation Values (as defined below).

**Conservation Land Tax Credit** - The Conservation Restriction was acquired utilizing, in part, the Conservation Land Tax Credit Program (CLTC #0629) pursuant to Section 6(p) of Chapter 62 and Section 38AA of Chapter 63 of the Massachusetts General Laws.

**The Conservation Values protected by this Conservation Restriction include the following:**

- Open Space. The Premises contributes to the protection of the natural character of Wellfleet and is a substantial contributing element to the overall scenic and historic character of the area by adding to and maintaining the land predominantly in its natural condition. The protection of the Premises also will enhance the open space value of the permanently protected Herring River Overlook Conservation Land owned by Wellfleet Conservation Trust and totaling 20+ acres which adjoins the Premises on two sides.
- BioMap. The Premises contains 100% NHESP-designated BioMap Critical Natural Landscape Habitat, specifically the Landscape Blocks component. The state's Critical Natural Landscapes are large areas which "support ecological processes, disturbances and wide-ranging species" and the Landscape Blocks are large intact areas of high quality vegetation and wildlife habitat. BioMap, , was designed to guide strategic biodiversity conservation in Massachusetts by focusing land protection and stewardship on the areas that are most critical for ensuring the long-term persistence of rare and other native species and their habitats, exemplary natural communities, and a diversity of ecosystems. BioMap is also designed to include the habitats and species of conservation concern identified in the State Wildlife Action Plan. The coastal heathland succeeding to pine-oak maritime woodlands are significant habitats, according to the NHESP, which require protection. Therefore, protection of the Premises aligns with state NHESP's wildlife and habitat protection objectives.
- Consistency with Clearly Delineated Barnstable County Conservation Policy. Protection of the Premises will assist in achieving Barnstable County conservation goals. In July 1991, the Barnstable County Assembly of Delegates, pursuant to the Cape Cod Commission Act (Chapter 716 of the Acts of 1989), adopted a *Regional Policy Plan* ("RPP"), amended in 1996, 2002, 2009, 2012, and 2018, which provided, *inter alia* (references are to the 2018 RPP):
  - "To protect, preserve, or restore wildlife and plant habitat to maintain the region's natural diversity" (Wildlife and Plant Habitat Goal, p. 55).
    - In reference to this Wildlife and Plant Habitat Goal, the RPP states, "For many years habitat loss due to development has been the primary threat to the region's habitats" (p. 32);
  - "To conserve, preserve, or enhance a network of open space that contributes to the region's natural and community resources and systems" (Open Space Goal, p. 55).
    - In reference to this Open Space Goal, the RPP states, "[t]he open space of the Cape is critical to the health of the region's natural systems, economy,

- and population. Open space provides habitat for the region's diverse species and protection of the region's drinking water supply" (p. 30); and,
- o "To protect and preserve the significant cultural, historic, and archaeological values and resources of Cape Cod" (Cultural Heritage Goal, p. 58).

Granting this Conservation Restriction will advance each of these objectives outlined in the RPP. The Wildlife and Plant Habitat Goal will be served because the Premises contains various important plant and wildlife ecosystems and falls within an NHESP BioMap Critical Natural Landscape area. The Open Space Goal will be advanced because the Premises is proximate to several other Wellfleet Conservation Trust open space parcels. The Cultural Heritage Goal will be served because protecting the Premises with this Conservation Restriction will aid in maintaining the region's historic rural character.

- Consistency with Clearly Delineated Town of Wellfleet Conservation Policies. The Town's 2005 Open Space and Recreation Plan outlines several goals that would be advanced by the permanent protection of the Premises. Relevant open space and recreation goals include:
  - + acquiring, retaining and protecting a maximum of open space for the community and its natural and wildlife habitats (p.122); and,
  - + identified criteria for "Areas of Concern for Land Conservation," including rare species habitat; and,

Further, the Town of Wellfleet has adopted a Conservation Restriction Program, consisting of policies and guidelines approved by the Board of Selectmen, Board of Assessors and Conservation Commission in 1989, which encourage the use of conservation restrictions in perpetuity as a means of "protecting water resources and clean air, preserving open space, forest lands, and natural habitat of fish, wildlife or plants and providing scenic enjoyment, outdoor recreation and education of the public;" and,

Further, the Town identified, among other things, the following purposes which a conservation restriction can help to fulfill:

- To prevent the cutting of trees;
  - To preserve important natural habitats; and
  - To prevent or limit construction in areas of natural resource value.
- Consistency with Clearly Delineated State Conservation Policy. The Premises supports the State Wildlife Action Plan's goals for conserving pitch pine-oak upland forest.
  - Consistency with Clearly Delineated Federal Conservation Policy. Protection of the Premises meets the definition of "conservation purposes" as defined in 26 CFR 1.170A-14(d)(1), because its conservation would: protect wildlife and wetland habitats; and it would contribute to the preservation of open space because it is located in proximity to several other parcels already conserved, including more than 20 acres of conservation land owned by the Wellfleet Conservation Trust, adjacent to the Premises.

### III. PROHIBITED and PERMITTED ACTS AND USES

#### A. Prohibited Acts and Uses

The Grantor will not perform or allow others to perform the following acts and uses which are prohibited on, above, and below the Premises:

1. Structures and Improvements. Constructing, placing, or allowing to remain any temporary or permanent structure including without limitation any building, tennis court, landing strip, mobile home, swimming pool, asphalt or concrete pavement, graveled area, roads, sign, fence, gate, billboard or other advertising, antenna, utilities or other structures, utility pole, tower, wind turbine, solar panel, solar array, conduit, line, septic or wastewater disposal system, storage tank, or dam;
2. Extractive Activities/Uses. Mining, excavating, dredging, withdrawing, or removing soil, loam, peat, gravel, sand, rock, surface water, ground water, or other mineral substance or natural deposit, or otherwise altering the topography of the Premises;
3. Disposal/Storage. Placing, filling, storing or dumping of soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, tree and other vegetation cuttings, liquid or solid waste or other substance or material whatsoever;
4. Adverse Impacts to Vegetation. Cutting, removing, or destroying trees, shrubs, grasses or other vegetation;
5. Adverse Impacts to Water, Soil, and Other Features. Activities detrimental to drainage, flood control, water conservation, water quality, erosion control, soil conservation, natural habitat, archaeological conservation, or ecosystem function;
6. Introduction of Invasive Species. Planting or introducing any species identified as invasive by the Massachusetts Invasive Plant Advisory Group or identified as invasive in such recognized inventories as the Massachusetts Introduced Pests Outreach Project, the Northeast Aquatic Nuisance Species Panel, or other such inventories, and any successor list as mutually agreed to by Grantor and Grantee;
7. Motor Vehicles. Using, parking, or storing motorized vehicles, including motorcycles, mopeds, all-terrain vehicles, off-highway vehicles, motorboats or other motorized watercraft, snowmobiles, launching or landing aircraft, or any other motorized vehicles, acknowledging that vehicles necessary for public safety (i.e., fire, police, ambulance, other government officials) may have a legal right to enter the Premises;
8. Subdivision. Subdividing or conveying a part or portion of the Premises (as compared to conveyance of the Premises in its entirety which shall be permitted), it being the Grantor's and Grantee's intention to maintain the entire Premises under unified ownership;

9. Use of Premises for Developing Other Land. Using the Premises towards building or development requirements on this or any other parcel;
10. Adverse Impacts to Stone Walls, Boundary Markers. Disrupting, removing, or destroying stone walls, granite fence posts, or any other boundary markers;
11. Outdoor Recreational Activities. Hunting trapping, or camping;
12. Residential, Commercial, or Industrial Uses. Using the Premises for residential, commercial or industrial purposes;
13. Inconsistent Uses. Using the Premises for activities that would materially impair the Conservation Values, or that are inconsistent with the Purposes.

**B. Permitted Acts and Uses**

Notwithstanding the Prohibited Acts and Uses described in Paragraph III.A, the Grantor may conduct or permit the following acts and uses on the Premises, provided they do not materially impair the Purposes and/or Conservation Values. In conducting any Permitted Act and Use, Grantor shall minimize impacts to the Conservation Values to ensure any such impairment thereto is not material.

1. Vegetation Management. Maintaining vegetation, including pruning, trimming, cutting, and mowing, and removing brush, all to prevent, control, and manage hazards, disease, insect or fire damage, and/or in order to maintain the condition of the Premises as documented in the Baseline Report (see Paragraph XV);
2. Non-native, Nuisance, or Invasive species. Removing non-native, nuisance, or invasive species, interplanting native species, and controlling species in a manner that minimizes damage to surrounding, non-target species and preserves water quality;
3. Composting. Stockpiling and composting stumps, trees, brush, limbs, and similar biodegradable materials originating on the Premises, provided that such stockpiling and composting is in locations where the presence of such activities will not have a deleterious impact on the purposes (including scenic values) of this Conservation Restriction. Exercise of this Permitted Use shall take into account sensitive areas and avoid harm to nesting species during nesting season;
4. Natural Habitat and Ecosystem Improvement. With prior written approval of the Grantee, conducting measures designed to restore native biotic communities, or to maintain, enhance or restore wildlife, wildlife habitat, ecosystem function, or rare or endangered species including planting native trees, shrubs, and other vegetation;
5. Pest Control. With prior written approval of the Grantee, trapping and removal of animals for pest control purposes.

6. Archaeological Investigations. Conducting archaeological activities, including without limitation archaeological research, surveys, excavation and artifact retrieval, but only in accordance with an archaeological field investigation plan, which plan shall also address restoration following completion of the archaeological investigation, prepared by or on behalf of the Grantor and approved in advance of such activity, in writing, by the Massachusetts Historical Commission State Archaeologist (or appropriate successor official) and by the Grantee. A copy of the results of any such investigation on the Premises is to be provided to the Grantee;
7. Trails. Maintaining and constructing trails as follows:
  - a. Trail Maintenance. Conducting routine maintenance of trails, which may include widening trail corridors up to five (5) feet in width overall, with a treadway up to three (3) feet in width.
  - b. New Trails. With prior written approval of the Grantee, constructing new trails or relocating existing trails, provided that any construction or relocation results in trails that conform with the width limitations above.
8. Signs. Constructing, installing, maintaining, and replacing signs and informational kiosks with respect to the Permitted Acts and Uses, the Purposes, the Conservation Values, trespass, public access, identity and address of the Grantor, sale of the Premises, the Grantee's interest in the Premises, boundary and trail markings, any gift, grant, or other applicable source of support for the conservation of the Premises;

Non-commercial garden. With prior written approval of the Grantee as to location and access route, constructing, maintaining and using a garden for non-commercial domestic purposes of row crops, vegetables, flowers and other plants, provided that said garden shall not exceed one thousand square feet (1,000 s.f) in area, and does not require the removal of trees with a diameter at breast height of more than 12 inches. The use of inorganic fertilizers or pesticides shall be prohibited, but the garden may be improved with compost and other organic soil nourishments. Trees and other woody vegetation shall not be removed outside of the garden perimeter in order to provide unrestricted sunlight. An irrigation well and associated lines and pump may be installed within one hundred (100') feet of said garden. Compost from said garden may be stored in or within 20 feet of the garden. No tool shed or other storage structures may be located on the Premises. A single access path or route, not to exceed ten (10) feet in width, may be created to serve the garden, so long as said route runs the shortest distance possible from Grantor's adjoining land, provided that said route, or path is approved by grantee, and provided that said route shall not connect directly to Chequessett Neck Road. In the event that said garden is not constructed during the lifetimes of Jacquelyn A. Fouse or Joyce Erony, both currently of 960 Chequessett Neck Road, Wellfleet, Massachusetts, this Permitted Act shall expire and shall not be resurrected by the Grantor or any other person.

**C. Site Restoration**

Upon completion of any Permitted Acts and Uses, any disturbed areas shall be restored substantially to the conditions that existed prior to said activities, including with respect to soil material, grade, and vegetated ground cover.

**D. Compliance with Permits, Regulations, Laws**

The exercise of any Permitted Acts and Uses under Paragraph III.B shall be in compliance with all applicable federal, state and local laws, rules, regulations, zoning, and permits, and with the Constitution of the Commonwealth of Massachusetts. The inclusion of any Permitted Act or Use requiring a permit, license or other approval from a public agency does not imply that the Grantee or the Commonwealth takes any position whether such permit, license, or other approval should be issued.

**E. Notice and Approval**

1. Notifying Grantee. Whenever notice to or approval by Grantee is required, Grantor shall notify or request approval from Grantee, by a method requiring proof of receipt, in writing not less than sixty (60) days prior to the date Grantor intends to undertake the activity in question, unless a different time period is specified herein. The notice shall:
  - a. Describe the nature, scope, design, location, timetable and any other material aspect of the proposed activity;
  - b. Describe how the proposed activity complies with the terms and conditions of this Conservation Restriction, and will not materially impair the Purposes and/or Conservation Values;
  - c. Identify all permits, licenses, or approvals required for the proposed activity, and the status of any such permits, licenses, or approvals.
  - d. Describe any other material aspect of the proposed activity in sufficient detail to permit the Grantee to make an informed judgment as to its consistency with the Purposes and Conservation Values.
2. Grantee Review. Where Grantee's approval is required, Grantee shall grant or withhold approval in writing within sixty (60) days of receipt of Grantor's request. Grantee's approval shall only be granted upon a showing that the proposed activity will minimize impacts to the Conservation Values and will not materially impair the Purposes and/or Conservation Values. Grantee may require Grantor to secure expert review and evaluation of a proposed activity by a mutually agreed upon party.
3. Resubmittal. Grantee's failure to respond within sixty (60) days of receipt shall not constitute approval of the request. Grantor may subsequently submit the same or a similar request for approval.



#### IV. INSPECTION AND ENFORCEMENT

##### A. Entry onto the Premises

The Grantor hereby grants to the Grantee, and its duly authorized agents or representatives, the right to enter the Premises upon reasonable notice and at reasonable times, for the purpose of inspecting the Premises to determine compliance with or to enforce this Conservation Restriction.

##### B. Legal and Injunctive Relief

1. Enforcement. The rights hereby granted shall include the right to enforce this Conservation Restriction by appropriate legal proceedings and to obtain compensatory relief, and equitable relief against any violations, including, without limitation, injunctive relief and relief requiring restoration of the Premises to its condition prior to the time of the injury (it being agreed that the Grantee will have no adequate remedy at law in case of an injunction). The rights hereby granted shall be in addition to, and not in limitation of, any other rights and remedies available to the Grantee for the enforcement of this Conservation Restriction.
2. Notice and Cure. In the event the Grantee determines that a violation of this Conservation Restriction has occurred and intends to exercise any of the rights described herein, the Grantee shall, before exercising any such rights, notify the Grantor in writing of the violation. The Grantor shall have thirty (30) days from receipt of the written notice to halt the violation and remedy any damage caused by it, after which time Grantee may take further action, including instituting legal proceedings and entering the Premises to take reasonable measures to remedy, abate or correct such violation, without further notice. Provided, however, that this requirement of deferment of action for thirty (30) days applies only if Grantor immediately ceases the violation and Grantee determines that there is no ongoing violation. In instances where a violation may also constitute a violation of local, state, or federal law, the Grantee may notify the proper authorities of such violation.
3. Reimbursement of Costs and Expenses of Enforcement. Grantor covenants and agrees to reimburse to Grantee all reasonable costs and expenses (including counsel fees) incurred by the Grantee in enforcing this Conservation Restriction or in taking reasonable measures to remedy, abate or correct any violation thereof. In the event of a dispute over the boundaries of the Conservation Restriction, Grantor shall pay for a survey by a Massachusetts licensed professional land surveyor and to have the boundaries permanently marked.

##### C. Non-Waiver

Enforcement of the terms of this Conservation Restriction shall be at the sole discretion of Grantee. Any election by the Grantee as to the manner and timing of its right to enforce this Conservation Restriction or otherwise exercise its rights hereunder shall not be deemed or construed to be a waiver of such rights.

**D. Disclaimer of Liability**

By acceptance of this Conservation Restriction, the Grantee does not undertake any liability or obligation relating to the condition of the Premises pertaining to compliance with and including, but not limited to, hazardous materials, zoning, environmental laws and regulations, or acts not caused by the Grantee or its agents.

**E. Acts Beyond the Grantor's Control**

Nothing contained in this Conservation Restriction shall be construed to entitle the Grantee to bring any actions against the Grantor for any injury to or change in the Premises resulting from natural causes beyond the Grantor's control, including but not limited to fire, flood, weather, climate-related impacts, and earth movement, or from any prudent action taken by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Premises resulting from such causes. In the event of any such occurrence, the Grantor and Grantee will cooperate in the restoration of the Premises, if desirable and feasible.

**V. PUBLIC ACCESS**

This Conservation Restriction does not grant any right of access to the general public and the Grantor retains its rights to prohibit access to the Premises by the general public.

**VI. TERMINATION/RELEASE/EXTINGUISHMENT**

**A. Procedure**

If circumstances arise in the future that render the Purposes impossible to accomplish, this Conservation Restriction can only be terminated, released, or extinguished, whether in whole or in part, by a court of competent jurisdiction under applicable law after review and approval by the Secretary of Energy and Environmental Affairs of the Commonwealth of Massachusetts, or successor official ("Secretary"), and any other approvals as may be required by Section 32 of Chapter 184 of the Massachusetts General Laws.

**B. Grantor's and Grantee's Right to Recover Proceeds**

If any change in conditions ever gives rise to termination, release, or extinguishment of this Conservation Restriction under applicable law, then Grantee, on a subsequent sale, exchange, or involuntary conversion of the Premises, shall be entitled to a portion of the proceeds in accordance with Paragraph VI.C, subject, however, to any applicable law which expressly provides for a different disposition of the proceeds, and after complying with the terms of any gift, grant, or funding requirements. The Grantee shall use its share of any proceeds in a manner consistent with the Purposes or the protection of the Conservation Values.

**C. Grantee's Receipt of Property Right**

Grantor and Grantee agree that the conveyance of this Conservation Restriction gives rise to a real property right, immediately vested in the Grantee, with a fair market value that is at least equal to the proportionate value that this Conservation Restriction, determined at the time of the conveyance, bears to the value of the unrestricted Premises. The proportionate value of the Grantee's property right is as of the Effective Date (see Paragraph XII) and will be determined by an appraisal. Such proportionate value of the Grantee's property right shall remain constant.

**D. Cooperation Regarding Public Action**

Whenever all or any part of the Premises or any interest therein is taken by public authority under power of eminent domain or other act of public authority, then the Grantor and the Grantee shall cooperate in recovering the full value of all direct and consequential damages resulting from such action. All related expenses incurred by the Grantor and the Grantee shall first be paid out of any recovered proceeds, and the remaining proceeds shall be distributed between the Grantor and Grantee in accordance with Paragraph VI.B and Paragraph VI.C. If a less than fee interest is taken, the proceeds shall be equitably allocated according to the nature of the interest taken. The Grantee shall use its share of any proceeds in a manner consistent with the Purposes or the protection of the Conservation Values.

**VII. DURATION and ASSIGNABILITY**

**A. Running of the Burden**

The burdens of this Conservation Restriction shall run with the Premises in perpetuity, and shall be enforceable against the Grantor and the successors and assigns of the Grantor holding any interest in the Premises.

**B. Execution of Instruments**

The Grantee is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Conservation Restriction. The Grantor, on behalf of itself and her successors and assigns, appoints the Grantee her attorney-in-fact to execute, acknowledge and deliver any such instruments on its behalf. Without limiting the foregoing, the Grantor and her successors and assigns agree themselves to execute any such instruments upon request.

**C. Running of the Benefit**

The benefits of this Conservation Restriction shall run to the Grantee, shall be in gross and shall not be assignable by the Grantee, except when all of the following conditions are met:

1. the Grantee requires that the Purposes continue to be carried out;
2. the assignee is not an owner of the fee in the Premises;
3. the assignee, at the time of the assignment, qualifies under 26 U.S.C. 170(h), and applicable regulations thereunder, if applicable, and is eligible to receive this

- Conservation Restriction under Section 32 of Chapter 184 of the Massachusetts General Laws; and
4. the assignment complies with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

## **VIII. SUBSEQUENT TRANSFERS**

### **A. Procedure for Transfer**

The Grantor agrees to incorporate by reference the terms of this Conservation Restriction in any deed or other legal instrument which grants any interest in all or a portion of the Premises, including a leasehold interest and to notify the Grantee not less than twenty (20) days prior to the effective date of such transfer. Failure to do any of the above shall not impair the validity or enforceability of this Conservation Restriction. If the Grantor fails to reference the terms of this Conservation Restriction in any deed or other legal instrument which grants any interest in all or a portion of the Premises, then the Grantee may record it in the Barnstable Registry District of the Land Court, and at the Grantor's expense, a notice of this Conservation Restriction. Any transfer will comply with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

### **B. Grantor's Liability**

The Grantor shall not be liable for violations occurring after their ownership. Liability for any acts or omissions occurring prior to any transfer and liability for any transfer if in violation of this Conservation Restriction shall survive the transfer. Any new owner shall cooperate in the restoration of the Premises or removal of violations caused by prior owner(s) and may be held responsible for any continuing violations.

## **IX. ESTOPPEL CERTIFICATES**

Upon request by the Grantor, the Grantee shall, within thirty (30) days execute and deliver to the Grantor any document, including an estoppel certificate, which certifies the Grantor's compliance or non-compliance with any obligation of the Grantor contained in this Conservation Restriction.

## **X. NON MERGER**

The parties intend that any future acquisition of the Premises shall not result in a merger of the Conservation Restriction into the fee. The Grantor agrees that she will not grant, and the Grantee agrees that it will not take title, to any part of the Premises without having first assigned this Conservation Restriction following the terms set forth in Paragraph VII.C to ensure that merger does not occur and that this Conservation Restriction continues to be enforceable by a non-fee owner.

## **XI. AMENDMENT**

### **A. Limitations on Amendment**

Grantor and Grantee may amend this Conservation Restriction only to correct an error or oversight, clarify an ambiguity, maintain or enhance the overall protection of the Conservation Values, or add real property to the Premises, provided that no amendment shall:

1. affect this Conservation Restriction's perpetual duration;
2. be inconsistent with or materially impair the Purposes;
3. affect the qualification of this Conservation Restriction as a "qualified conservation contribution" or "interest in land" under any applicable laws, including 26 U.S.C. Section 170(h), and related regulations;
4. affect the status of Grantee as a "qualified organization" or "eligible donee" under any applicable laws, including 26 U.S.C. Section 170(h) and related regulations, and Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws;
5. create an impermissible private benefit or private inurement in violation of federal tax law, as determined by an appraisal, conducted by an appraiser selected by the Grantee, of the economic impact of the proposed amendment;
6. alter or remove the provisions described in Paragraph VI (Termination /Release/Extinguishment);
7. cause the provisions of this Paragraph XI to be less restrictive; or
8. cause the provisions described in Paragraph VII.C (Running of the Benefit) to be less restrictive.

#### **B. Amendment Approvals and Recording**

No amendment shall be effective unless documented in a notarized writing executed by Grantee and Grantor, approved by the Town of Wellfleet and by the Secretary in the public interest pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws, and recorded in the Barnstable Registry District of the Land Court.

#### **XII. EFFECTIVE DATE**

This Conservation Restriction shall be effective when the Grantor and the Grantee have executed it, the administrative approvals required by Section 32 of Chapter 184 of the Massachusetts General Laws have been obtained, and it has been recorded in the Barnstable Registry District of the Land Court.

#### **XIII. NOTICES**

Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage pre-paid, addressed as follows:

To Grantor: Jacquelyn A. Fouse  
960 Chequessett Neck Road  
Wellfleet, MA, 02667

To Grantee: The Compact of Cape Cod Conservation Trusts, Inc.  
P.O. Box 443  
Barnstable MA 02630

or to such other address as any of the above parties shall designate from time to time by written notice to the other or, if notice is returned to sender, to an address that is reasonably ascertainable by the parties.

#### **XIV. GENERAL PROVISIONS**

##### **A. Controlling Law**

The interpretation and performance of this Conservation Restriction shall be governed by the laws of the Commonwealth of Massachusetts.

##### **B. Liberal Construction**

Any general rule of construction to the contrary notwithstanding, this Conservation Restriction shall be liberally construed in order to effect the Purposes and the policy and purposes of Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws. If any provision in this instrument is found to be ambiguous, any interpretation consistent with the Purposes that would render the provision valid shall be favored over any interpretation that would render it invalid.

##### **C. Severability**

If any provision of this Conservation Restriction or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Conservation Restriction shall not be affected thereby.

##### **D. Entire Agreement**

This instrument sets forth the entire agreement of the Grantor and Grantee with respect to this Conservation Restriction and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Conservation Restriction, all of which are merged herein.

#### **XV. BASELINE DOCUMENTATION REPORT**

The Conservation Values, as well as the natural features, current uses of, and existing improvements on the Premises, such as, but not limited to, trails, woods roads, structures, meadows or other cleared areas, agricultural areas, and scenic views, as applicable, are described in a Baseline Documentation Report (“Baseline Report”) titled “*Fouse – Chequessett Neck Road Conservation Restriction, Wellfleet, MA – 2023*,” prepared by Grantee with the cooperation of the Grantor, consisting of maps, photographs, and other documents and on file with the Grantee and included by reference herein. The Baseline Report (i) is acknowledged by Grantor and Grantee to be a complete and accurate representation of the condition and values of the Premises as of the date of this Conservation Restriction, (ii) is intended to fully comply with applicable Treasury

Regulations, (iii) is intended to serve as an objective information baseline for subsequent monitoring of compliance with the terms of this Conservation Restriction as described herein, and (iv) may be supplemented as conditions on the Premise change as allowed over time. Notwithstanding the foregoing, the parties may utilize any evidence of the condition of the Premises at the time of this grant in addition to the Baseline Report.

## **XVI. MISCELLANEOUS**

### **A. Pre-existing Public Rights**

Approval of this Conservation Restriction pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws by any municipal officials and by the Secretary, is not to be construed as representing the existence or non-existence of any pre-existing rights of the public, if any, in and to the Premises, and any such pre-existing rights of the public, if any, are not affected by the granting of this Conservation Restriction.

### **B. Release of Homestead**

The Grantor hereby agrees to waive, subordinate, and release any and all Homestead rights pursuant to Chapter 188 of the Massachusetts General Laws it may have in favor of this Conservation Restriction with respect to any portion of the Premises affected by this Conservation Restriction, and hereby agrees to execute, deliver and/or record any and all instruments necessary to effectuate such waiver, subordination and release. In all other respects, the Grantor reserves and retains any and all Homestead rights, subject to this Conservation Restriction, pursuant to Section 10(e) of Chapter 188 of the Massachusetts General Laws.

### **C. Subordination**

The Grantor shall record at the Barnstable Registry District of the Land Court simultaneously with this Conservation Restriction all documents necessary to subordinate any mortgage, promissory note, loan, lien, equity credit line, refinance assignment of mortgage, lease, financing statement or any other agreement which gives rise to a surety interest affecting the Premises.

### **D. Executory Limitation**

If Grantee shall cease to exist or to be qualified to hold conservation restrictions pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws, or to be qualified organization under 26 U.S.C. 170(h), and applicable regulations thereunder, if applicable, and a prior assignment is not made pursuant to Paragraph VII, then Grantee's rights and obligations under this Conservation Restriction shall vest in such organization as a court of competent jurisdiction shall direct pursuant to the applicable Massachusetts law and with due regard to the requirements for an assignment pursuant to Paragraph VII.

**E. Prior Encumbrances**

This Conservation Restriction shall be in addition to and not in substitution of any other restrictions or easements of record affecting the Premises, including the pre-existing right of others to maintain a water line across the Premises as shown herein below in Exhibit C.1 and C.2, and recorded in Barnstable Registry District of the Land Court as Document #48261 and Document #1419219, respectively.

**F.** The following signature pages are included in this Grant:

Grantor: Jacquelyn A. Fouse

Grantee Acceptance: The Compact of Cape Cod Conservation Trusts, Inc.

Approval by the Town of Wellfleet Selectboard

Approval of the Secretary of Energy and Environmental Affairs of the Commonwealth of Massachusetts.

**G.** The following exhibits are attached and incorporated herein:

Exhibit A: Legal Description of Premises

Exhibit B: Sketch Plan of Premises

Exhibit C.1: Sketch of 1956 Water Line/Well Easement

Exhibit C.2: Sketch of 2021 Water Line/Well Easement



WITNESS my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 2023,

GRANTOR:

\_\_\_\_\_  
Jacqualyn A. Fouse

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss:

On this \_\_\_\_ day of \_\_\_\_\_, 2023, before me, the undersigned notary public, personally appeared Jacqualyn A. Fouse, and proved to me through satisfactory evidence of identification which was personal knowledge, to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

\_\_\_\_\_  
Mark H. Robinson, Notary Public  
My Commission Expires: 8 July 2027

**ACCEPTANCE OF GRANT**

The foregoing Conservation Restriction from **JACQUALYN FOUSE** was accepted by **THE COMPACT OF CAPE COD CONSERVATION TRUSTS, INC.** this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Leonard W. Johnson, duly authorized President,  
The Compact of Cape Cod Conservation Trusts, Inc.

\_\_\_\_\_  
Henry Lind, duly authorized Treasurer,  
The Compact of Cape Cod Conservation Trusts, Inc.

**COMMONWEALTH OF MASSACHUSETTS**

Barnstable, ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me, the undersigned notary public, personally appeared Leonard W. Johnson, President, The Compact of Cape Cod Conservation Trusts, Inc., and Henry Lind, Treasurer, The Compact of Cape Cod Conservation Trusts, Inc., and proved to me through satisfactory evidence of identification, which was personal knowledge of identity, to be the persons whose names are signed on the proceeding or attached document, and acknowledged to me that each signed it voluntarily for its stated purpose.

\_\_\_\_\_  
Mark H. Robinson, Notary Public  
My Commission Expires: 8 July 2027

:

**APPROVAL OF TOWN OF WELLFLEET SELECTBOARD**

We the undersigned, being a majority of the Selectboard of the Town of Wellfleet, hereby certify that at a public meeting duly held on December 19, 2023, the Selectboard voted to approve the foregoing Conservation Restriction from **JACQUALYN A. FOUSE** to **THE COMPACT OF CAPE COD CONSERVATION TRUSTS, INC.**, in the public interest pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws.

**SELECTBOARD:**

\_\_\_\_\_  
Barbara Carboni, Chr.

\_\_\_\_\_  
Michael DeVasto

\_\_\_\_\_  
Ryan Curley

\_\_\_\_\_  
Timothy Sayre

\_\_\_\_\_  
John A. Wolf

**COMMONWEALTH OF MASSACHUSETTS**

Barnstable, ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me, the undersigned notary public, personally appeared \_\_\_\_\_

\_\_\_\_\_, and proved to me through satisfactory evidence of identification which was \_\_\_\_\_ to be the persons whose names are signed on the proceeding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

**APPROVAL OF SECRETARY OF ENERGY AND ENVIRONMENTAL AFFAIRS OF  
THE COMMONWEALTH OF MASSACHUSETTS**

The undersigned, Secretary of Energy and Environmental Affairs of the Commonwealth of Massachusetts, hereby approves the foregoing Conservation Restriction from **JACQUALYN A. FOUSE** to **THE COMPACT OF CAPE COD CONSERVATION TRUSTS, INC.** in the public interest pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws.

Dated: \_\_\_\_\_, 2023

\_\_\_\_\_  
Rebecca L. Tepper  
Secretary of Energy and Environmental Affairs

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss:

On this \_\_\_\_ day of \_\_\_\_\_, 2023, before me, the undersigned notary public, personally appeared Rebecca L. Tepper, and proved to me through satisfactory evidence of identification which was \_\_\_\_\_ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

**EXHIBIT A**

Description of the Premises

The Premises subject to this Conservation Restriction is all of a parcel of vacant registered land totaling 1.69 acres, more or less, situated in the Town of Wellfleet, Barnstable County, Commonwealth of Massachusetts, more particularly bounded and described as:

Lot 84 on a plan of land titled "Plan Showing a Division of the Remainder of Lot 57, LCP 10669-10, #680 Chequessett Neck Road, Wellfleet, MA prepared for the Chequessett Yacht and Country Club Trust" dated November 10, 2019 and recorded on July 28, 2020 with a Notice of Pending Subdivision Order in the Barnstable Registry District of the Land Court as Land Court Plan No. 10669-20.

A sketch plan derived from said plan of land is attached hereto as Exhibit B.

This Conservation Restriction does not pertain to any adjoining land owned by the Grantor at locus.

For Grantor's title, see deed dated August 6, 2020 recorded in the Barnstable Registry District of the Land Court as Document Number 1402424 on Certificate of Title # 223250.

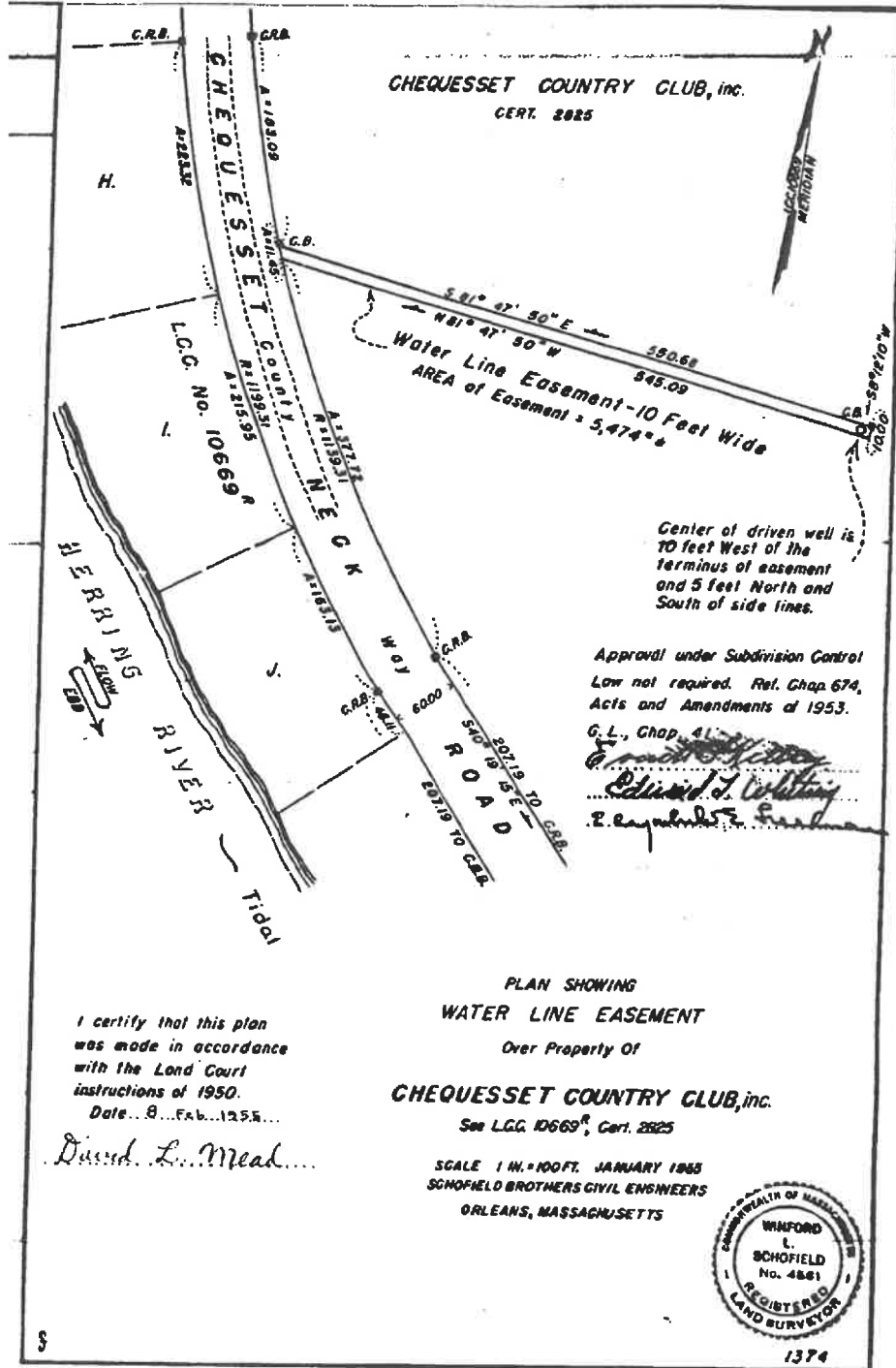
Street Address: 970 Chequessett Neck Road, Wellfleet MA  
Tax Map 19-Parcel 81-7



EXHIBIT C.1

Sketch of 1956 Water Line/Well Easement

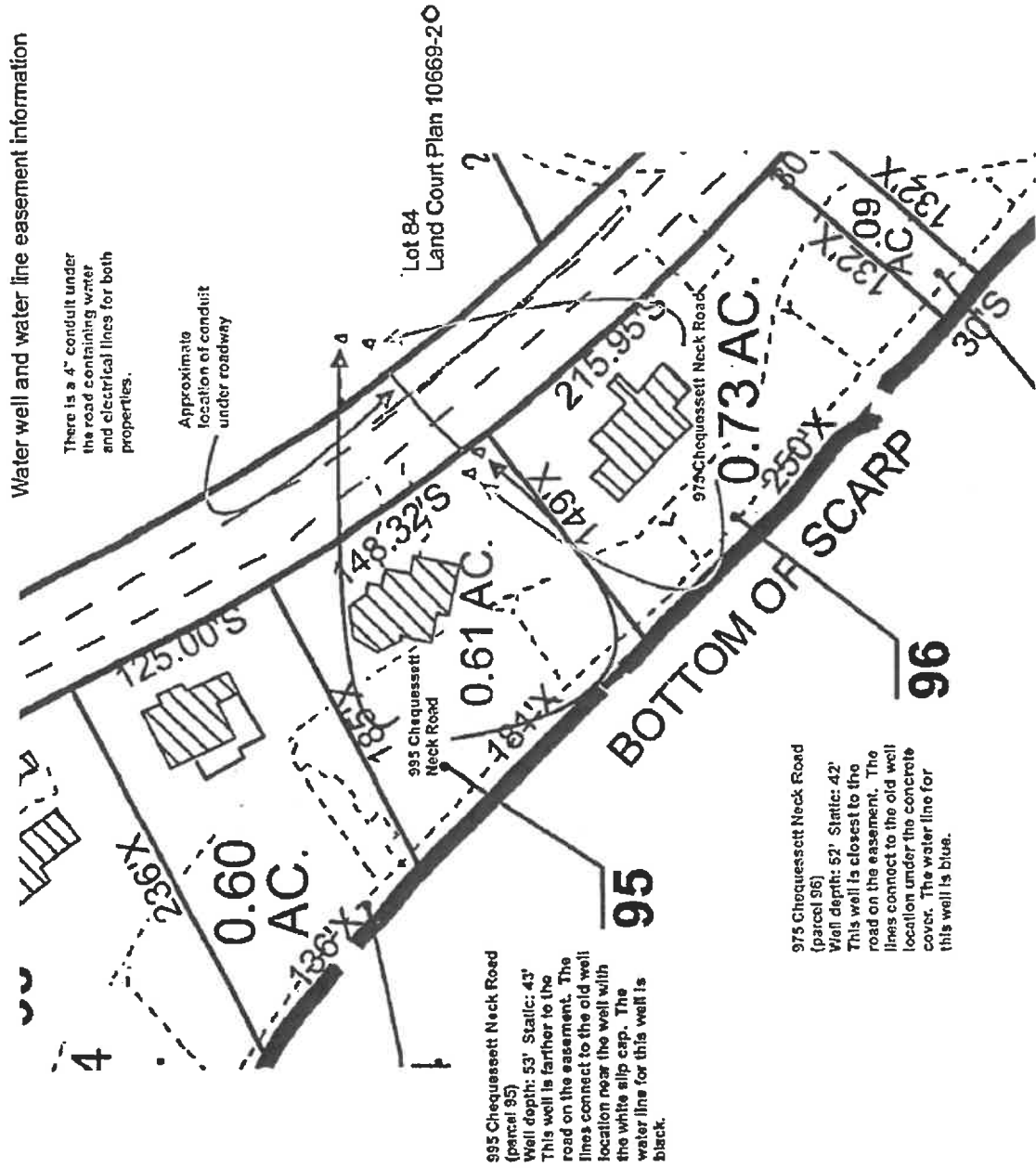
See Barnstable Registry District of the Land Court, Document Number 48261



**EXHIBIT C.2**

Sketch of 2021 Water line/Well Easement

See Barnstable Registry District of the Land Court Document Number 1419219







# SELECTBOARD

AGENDA ACTION REQUEST  
Meeting Date: December 19, 2023

IX

## BUSINESS

~ B ~

<b>REQUESTED BY:</b>	<b>Wes Stinson, Environmental Partners, Nils Wilberg, Fuss and O'Neil.</b>
<b>DESIRED ACTION:</b>	<b>To provide the board with an update on the Herring River Project and request project change order approval.</b>
<b>PROPOSED MOTION:</b>	<b>I move to approve the change order request #2 for the Herring River Project in the amount of \$647,417.20.</b>
<b>SUMMARY:</b>	<b>I move to approve the change order request #3 for the Herring River Project in the amount of \$243,006.53.</b>
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____

November 30, 2023

Mr. Richard Waldo, PE  
Town Administrator

Mr. Jay Norton  
DPW Director  
Town Offices  
300 Main Street  
Wellfleet, MA 02667

**RE: Wellfleet: Herring River Restoration OPR Services  
Change Order #2: Temporary Bridge Substructure Changes  
EP Review and Recommendation**

Dear Richard and Jay:

Environmental Partners Group, LLC (EP) has reviewed the documentation regarding Change Order #2. This change order specifically relates to the substructure or foundation for the temporary bridge. EP's review of this matter and opinion is provided below.

**Background**

MIG Construction Inc. (MIG) formally submitted a request for a change order via email on Monday November 6, 2023. Please note that the letter is incorrectly dated; the correct date is November 6. MIG is requesting the sum of \$947,417.20 for additional work required to construct the substructure for the temporary bridge based on design changes due to MassDOT requirements.

**Review of Basis of Change**

The design engineer, Fuss & O'Neill, (F&O) was hired by the Town to provide design services for the project. Based on EP's discussions with F&O, the responsibility for the temporary bridge design was placed on the bidders in the plans and specifications prepared by F&O and issued for public bidding that commenced in July 2022. During the bidding period, several prospective bidders/general contractors raised questions about the temporary bridge design requirements to F&O. In addition, F&O informed EP (October 2023) that MassDOT expressed concerns about the design responsibility for the substructure, and stated that the design engineer for the permanent bridge should also be responsible for the design of the temporary bridge substructure. F&O informed the Town and the project funders of these concerns in August/September 2023, shortly before the scheduled bid due date.

Please note that EP entered into an agreement with the Town on January 1, 2023 to provide Owner Project Representative (OPR) services. The majority of the key events that are integral to this Change Order occurred during the design and bidding phases of this project, and long before EP was contracted with the Town.

It is EP's understanding that F&O recommended to the Town and project funders that to establish a level playing field for all bidders, an addendum would be prepared and issued with guidance on the substructure. F&O developed an estimate for pile supports and bents (18 piles, 16" diameter, assumed length of 44 feet, and two (2) support structures), and added this information via addendum to the bidders. MIG and the other contractors presumably based their bid on this information.

F&O added an item to the bid form (Item 36) for "MassDOT Bridge Design Review Contingency" with an allowance of \$300,000. This item can be used to pay for a portion of the cost being considered in this change order.

After the bids were opened, F&O continued to coordinate and communicate with MassDOT regarding the design requirements for the temporary bridge. This process started in December 2022 and was ultimately completed in October 2023 after multiple submissions, conference calls and design revisions to satisfy MassDOT.

### **Justification**

It is EP's opinion that the change order is justified, as the changes to the substructure were unknown to MIG at the time it submitted its bid and was not reasonably foreseeable. The final approved substructure is materially different to the presumed substructure that F&O initially developed. (Three (3) support structures/piers instead of two (2); larger diameter piles - 24" instead of 16", more piles - 24 instead of 18, and longer piles - 60 ft. instead of 44 ft.). Additional information regarding the design changes are provided in the attached letter from F&O.

### **Review of Costs**

EP reviewed the costs submitted by MIG. Please note that the costs submitted by MIG on November 6, 2023 are approximately \$50,000 lower than its request in October 3, 2023.

EP focused its review on the pile item (Item 8C) as in our opinion, this item is clearly the central element in the change and dominates the costs.

EP engaged its subconsultant Weston & Sampson Engineers (WSE) to review the pile costs. Mr. John Hanafin, a construction manager with bridge construction experience from WSE, who then developed his own, independent estimate for the pile work. His estimate for the 24" pile work is approximately \$56.6k higher than what MIG submitted (\$753,832.24 v \$697, 178.88) which leads one to conclude that MIG's pricing for the new pile work is fair and reasonable.

Had the substructure design and configuration been resolved and included prior to bidding and the updated and larger quantities included in the bidding documents, then the bids from contractors would have been higher. Therefore, the Town (and project funders) would have paid additional costs for this work if all of the MassDOT requirements had been included in the bid documents.

### **Alternative Actions That The Contractor Could Have Considered**

MIG could have taken the position to demobilize from the site in the spring/summer of 2023 and wait until the design revisions were finalized. This position would have resulted in even greater potential costs as MIG could reasonably have claimed for added compensation for demobilization from the site, remobilization to come back to the site, and then the added cost to actually implement the work. EP's estimates that if this scenario had happened, the additional cost that the Town and the funders would be facing is in the \$1.3 to \$1.5M range, and caused a schedule delay of approximately 6 months or greater.

However, MIG chose to stay on-site and work cooperatively with F&O as the design revisions were made, and worked to minimize delays. MIG has stated since they commenced work that their goal was to complete construction of the temporary bridge by December 2023, which has been demonstrated by the recent installation of the bridge superstructure (deck).

In our opinion, MIG proceeded with work in good faith and at its own risk.

As the Town and funders are aware, the temporary bridge superstructure is actually on-site and being installed at this time. Therefore, the overall project schedule has not been significantly impacted. Please note that in its November 6 2023 letter, MIG is reserving the right to request a time extension, currently estimated at 2-3 months.

### **Budget and Funding**

The current budget for the bridge project construction is \$31.9M. If this change order is included at \$647,417.20, then the remaining contingency is reduced to approximately \$1.45M.

EP has discussed this change order with the project coordinator Carole Ridley, and the project funding representatives from DER, USDA/NRCS and NOAA. Each agency understands the background to this change order and will review the documentation and justification presented by F&O and by EP in this letter.

EP has requested that the funding agencies provide a response to this matter by December 14 in advance of the Select Board meeting scheduled for December 19, 2023.



— An Apex Company —

**Recommendation**

EP recommends that Town accept and proceed with Change Order #2 as presented by F&O. Taking Bid Item 36 for \$300,000 to offset this cost, the net change amount is \$647,417.20.

Please feel free to contact me if you have any questions or would like to discuss this matter in further detail.

Very Truly Yours,

**Environmental Partners Group, LLC**

A handwritten signature in black ink that reads "Paul C. Millett".

Paul C. Millett, P.E.

Senior Principal

P: (617) 657-0276

E: [pcm@envpartners.com](mailto:pcm@envpartners.com)

Enclosures:

- WSE Cost Estimate for Item 8C Piles. (Email and attachment from J. Hanafin, WSE, dated Nov. 6, 2023); MIG Letter and Cost Breakdown, November 6, 2023, (\$947.4k) and October 3, 2023 (\$997.5k)
- F&O Change Order #2 and Cover Letter.

Cc: Carole Ridley, Project Coordinator  
Project Funders: DER, USDA, NOAA  
Wes Stinson, EP  
Nils Wiberg, F&O

**Paul Millett**

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**From:** Hanifin, John <Hanifin.John@wseinc.com>  
**Sent:** Monday, November 6, 2023 11:02 AM  
**To:** Paul Millett; Wes Stinson  
**Subject:** [EXT] Wellfleet Cost Breakdown  
**Attachments:** Wellfleet Cost Breakdown Final.pdf

INDEP ESTIMATE  
\$753K 24" PILES  
ITEM 8C

**CAUTION**

Paul, This breakdown was put together using MIG's costs. If you would like any additional details please let me know.

**John Hanifin**  
SENIOR PROJECT MANAGER  
Direct: 781-909-4457  
Cell: 978-652-6499



Weston & Sampson  
44 Concord Street | Wilmington, MA 01887  
tel: 978-532-1900  
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**COST BREAKDOWN**

Chaquassatt Neck Road Bridge Herring River Restoration Project

Scope : Replace 16" Piles with 24" Piles and add a third bent to the temporary bridge

INDEP EST  
\$753K  
ITEM 8c Piles

<u>LABOR</u>	<u>TIME (hrs)</u>	<u>COST (\$/hr)</u>		
Labor Forman	0	\$ 36.46	\$	-
Laborer	80	\$ 37.46	\$	2,996.80
Pile Driver Forman	80	\$ 58.42	\$	4,673.60
Pile Driver	160	\$ 53.11	\$	8,497.60
Carpenter Forman	0	\$ 48.12	\$	-
Carpenter	0	\$ 45.12	\$	-
Operator (Crane)	160	\$ 56.56	\$	9,049.60
Truck Driver	0	\$ 65.44	\$	-
Superintendent	80	\$ 125.00	\$	10,000.00
<b>SUBTOTAL LABOR</b>		=	\$	<b>35,217.60</b>

<u>LABOR BENEFITS</u>	<u>TIME (hrs)</u>	<u>COST (\$/hr)</u>		
Laborer	80	\$ 28.19	\$	2,255.20
Holiday Pay-L.F.	0	\$ 2.63	\$	-
Sick Pay-L.F.	0	\$ 2.22	\$	-
Sick Pay-Laborer	80	\$ 2.10	\$	168.00
Pile Driver	240	\$ 40.12	\$	9,628.80
Holiday Pay-P.D.F.	80	\$ 3.86	\$	308.80
Sick Pay—P.D.F.	80	\$ 3.26	\$	260.80
Sick Pay-Pile Driver	160	\$ 2.96	\$	473.60
Carpenter	0	\$ 33.65	\$	-
Sick Pay-Carp. For.	0	\$ 2.64	\$	-
Sick Pay-Carpenter	0	\$ 2.54	\$	-
Operator	160	\$ 32.56	\$	5,209.60
Holiday Pay-Operator	160	\$ 3.42	\$	547.20
Sick Pay-Operator	160	\$ 2.89	\$	462.40
Truck Driver	0	-		-
Sick Pay-Truck Driver	0	\$ 2.13	\$	-
<b>SUBTOTAL LABOR</b>		=	\$	<b>19,314.40</b>

LABOR BURDEN

FICA	7.65
FUTA	0.8
MUTA	12.69
W/C	23.76
G/L	5.52
Umbrella	3.97
Medical Leave Act	0.63
	55.02 %

<b>TOTAL BURDEN</b>	=	\$	<b>19,376.72</b>
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<b>TOTAL LABOR + TOTAL BURDEN</b>	=	\$	<b>73,908.72</b> per BENT
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**COST BREAKDOWN**  
**Chaquassatt Neck Road Bridge Herring River Restoration Project**

<u>EQUIPMENT</u>	<u>TIME (hrs)</u>	<u>COST (\$/hr)</u>		
Excavator	10	\$ 177.70	\$	1,777.00
Loader-380	10	\$ 101.68	\$	1,016.80
Pick-up	160	\$ 50.12	\$	8,019.20
Crane 15010	80	\$ 243.76	\$	19,500.80
Crane MLC 165	80	\$ 319.34	\$	25,547.20
Vibratory Hammer	40	\$ 136.23	\$	5,449.20
Impact Hammer	35	\$ 79.03	\$	2,766.05
Utility Vehicle	160	\$ 49.77	\$	7,963.20
<b>SUBTOTAL EQUIPMENT =</b>			<b>\$</b>	<b>72,039.45</b>
<b>TOTAL EQUIPMENT =</b>			<b>\$</b>	<b>72,039.45</b> per BENT

MATERIALS

**16" PILES:**

18 EA	X 82.85 #/LF	X 60'	=	89478 #'s	@ \$1.10/LF =	\$	98,425.80
		Shipping:		3 Loads @ \$3000	per load=	\$	9,000.00
						<b>16" TOTAL:</b>	<b>\$ 107,425.80</b>
						<b>\$ per BENT (2)=</b>	<b>\$ 53,712.90</b>

**24" PILES:**

24 EA	X 156.17 #/LF	X 65'	=	243625.2 #'s	@ \$1.10/LF =	\$	267,987.72
		Shipping:		6 Loads @ \$3000	per load=	\$	18,000.00
						<b>24" TOTAL:</b>	<b>\$ 285,987.72</b>
						<b>\$ per BENT (3) =</b>	<b>\$ 95,329.24</b>

**16" PILES:**

LABOR + BURDEN	= \$	73,908.72	
EQUIPMENT	= \$	72,039.45	
16" PILE/BENT	= \$	53,712.90	
FALSE WORK	= \$	10,000.00	
		<b>\$ 209,661.07 /BENT</b>	
		<b>\$ 419,322.15 FOR 2 BENTS</b>	<b>CREDIT</b>

**24" PILES:**


LABOR + BURDEN	= \$	73,908.72	
EQUIPMENT	= \$	72,039.45	
24" PILE/BENT	= \$	95,329.24	
FALSE WORK	= \$	10,000.00	
		<b>\$ 251,277.41 /BENT</b>	
		<b>\$ 753,832.24 FOR 3 BENTS</b>	

**\$753,832.24 - \$419,322.15 = \$ 334,510.09 TOTAL ADD**



Pipe Weights		Wall Thickness (inches)									
	lbs / ft	0.219	0.250	0.312	0.375	0.438	0.500	0.625	0.750	0.875	1.000
Outside Diameter (inches)	8.625	19.68	22.38	27.73	33.07	38.33	43.43				
	10.75	24.65	28.06	34.81	41.59	48.28	54.79				
	12	27.58	31.40	38.98	46.60	54.14	61.47	76.00			
	12.75	29.34	33.41	41.48	49.61	57.65	65.48	81.01			
	14	32.26	36.75	45.65	54.62	63.50	72.16	89.36			
	16	36.95	42.09	52.32	62.64	72.86	82.85	102.72			
	18	41.63	47.44	58.99	70.65	82.23	93.54	116.09			
	20		52.78	65.66	78.67	91.59	104.23	129.45			
	24		63.47	79.01	94.71	110.32	125.61	156.17	186.41		
	26		68.82	85.68	102.72	119.69	136.30	169.54	202.44		
	28		74.16	92.35	110.74	129.05	146.99	182.90	218.48	253.72	
	30		79.51	99.02	118.76	138.42	157.68	196.26	234.51	272.43	
	32		84.85	105.69	126.78	147.78	168.37	209.62	250.55	291.14	
	34		90.20	112.36	134.79	157.14	179.06	222.99	266.58	309.84	
	36		95.54	119.03	142.81	166.51	189.75	236.35	282.62	328.55	374.15
	38		100.89	125.70	150.83	175.87	200.44	249.71	298.65	347.26	395.53
	40		106.23	132.37	158.85	185.24	211.13	263.07	314.69	365.97	416.91
	42		111.58	139.04	166.86	194.60	211.82	276.44	330.72	384.67	438.29
	44		116.92	145.71	174.88	203.97	232.51	289.80	346.76	403.38	459.67
	46		122.27	152.38	182.90	213.33	243.20	303.16	362.79	422.09	481.05
	48		127.61	159.05	190.92	222.70	253.89	316.52	378.83	440.80	502.43
	54			179.06	214.97	250.79	285.96	356.61	426.93	496.92	566.57
	60			199.08	239.02	278.88	318.03	396.70	475.04	553.04	630.71
	66			219.09	263.07	306.98	350.10	436.79	523.14	609.16	694.85
72			239.10	287.13	335.07	382.17	476.87	571.25	665.29	758.99	
78			259.11	311.18	363.16	414.24	516.96	619.35	721.41	823.13	
84			279.12	335.23	391.26	446.31	557.05	667.46	777.53	887.27	
90			299.13	359.28	419.35	478.38	597.14	715.56	833.65	951.41	
96			319.15	383.34	447.44	510.45	637.22	763.67	889.78	1015.55	

ERW DSAW



SPIRAL WELD



One Village Rd  
 Horsham, PA 19044  
 Phone: 267-913-3435 Email:  
 Cooper.Rosiak@triadmetals.com  
 Fax:

September 12, 2023  
 3:08:46PM  
 Page 1 of 1

(Petersburg-Piling)

**Quotation No. 912202301**

**Bill To** Weston & Sampson  
 55 Walkers Brook Drive  
 Suite 100  
 Reading, MA 01867  
 Phone: Fax:

**Ship To** Weston & Sampson  
 55 Walkers Brook Drive  
 Suite 100  
 Reading, MA 01867  
 Phone: Fax:

ATTN:

Customer P.O. #: F.O.B.: Delivered Ship Via: Truck  
 Terms: Due Date: 09/13/2023  
 Sales 1: Cooper Rosiak Sales 2: Cooper Rosiak Quote Date: 09/12/2023  
 Contract:

Order Qty	Description	Width	Length	Weight	Price	UM	Extension Tax
24	16 x .500 HR Pipe Piling A252 GR 3 Material quoted from future mill rolling- roll date subject to mill tons accumulation.		60' 0"	119,304.00	\$77.90	F	\$112,176.00 E
24	24 x .500 HR Pipe Piling A252 GR 3 Material quoted from future mill rolling- roll date subject to mill tons accumulation.		60' 0"	180,878.40	\$115.90	F	\$166,896.00 E
				<b>Total Weight</b>	<b>300,182.40</b>		
						<b>Subtotal Non taxable</b>	<b>\$279,072.00</b>
						<b>Total</b>	<b>\$279,072.00</b>

Unloading Instructions:  
 Receiving Hours:  
 Max Bundle Weight: 0  
 Spacers

PO# \_\_\_\_\_  
 \_\_\_\_\_  
 Sign to convert Quote to Order

**Messages:**

All orders are subject to Corporate Credit Approval.  
 Payment Terms: ½% 10, NET 30 days in full from invoice date.  
 Prices do not include sales tax & Retainage is not allowed.  
 Prices are based on quantities and lengths shown. Changes may result in price revision.  
 Material quoted from either current stock – subject to prior sale OR from scheduled mill rollings – subject to mill price and availability at time of order placement.  
 Triad is not responsible for any delays due to mill rollings or any acts beyond our control – including availability of trucks, railcars and barges or inclement weather.  
 Price reflects material shipping direct to the jobsite immediately upon completion of mill rolling.  
 Special ordered &/OR processed materials are non-cancelable.  
 Prices based on shipping full 44,000# minimum truckloads.  
 Material Ships to Jobsite in Like Lengths.  
 Mixed Loads Ship & Bill at Rate of Longest Length.  
 PRICING IS BECOMING INCREASINGLY VOLATILE –  
 PRICING IS SUBJECT TO MILL COST AT TIME OF MILL SHIPMENT.

**SUBJECT TO PRIOR SALE PRICE IN EFFECT AT TIME OF SHIPMENT**

## Paul Millett

---

**From:** Don Voghel <dvoghel@migcorporation.com>  
**Sent:** Monday, November 6, 2023 1:21 PM  
**To:** Nils Wiberg; Derek Newhall; Paul Millett; Wes Stinson  
**Cc:** Robert Sawyer; Philip Sheehan  
**Subject:** [EXT] Wellfleet Temp Bridge EWO 11.03.23  
**Attachments:** Temp Bridge Redesign Cost Analysis and Breakdown 003.pdf

#947.4k

### CAUTION

Hi Nils

Please find our revised final extra work cost breakdown.

Prompt approval would be most appreciated, as the work has all be performed in good faith and costs realized.

Thank You

Don Voghel  
MIG Corporation Inc.  
One Acton Place  
Acton, Ma. 01720  
T-978-264-4800  
C-508-962-3322  
F-978-264-0123

**From:** Stephanie LaRosee <slarosee@migcorporation.com>  
**Sent:** Monday, November 6, 2023 1:13 PM  
**To:** Don Voghel <dvoghel@migcorporation.com>  
**Subject:** RE: Wellfleet Temp Bridge EWO 11.03.23

Thanks, Stephanie

**From:** Stephanie LaRosee  
**Sent:** Monday, November 6, 2023 11:10 AM  
**To:** Don Voghel <dvoghel@migcorporation.com>  
**Subject:** RE: Wellfleet Temp Bridge EWO 11.03.23

Thanks, Stephanie

**From:** Stephanie LaRosee  
**Sent:** Monday, November 6, 2023 10:25 AM  
**To:** Don Voghel <dvoghel@migcorporation.com>  
**Subject:** Wellfleet Temp Bridge EWO 11.03.23

*Stephanie LaRose*

MIG Corporation, Inc.

One Acton Place, Ste 200

Acton, MA 01720

P: 978.264.4800

F: 978.264.0123

C: 508.789.5968

[slarosee@migcorporation.com](mailto:slarosee@migcorporation.com)

Send Quotes to:

[estimating@migcorporation.com](mailto:estimating@migcorporation.com)

Accounts Payable Inquiries:

[AP@migcorporation.com](mailto:AP@migcorporation.com)

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.



11/6/23 \$947.4K

## MIG CORPORATION, INC.

---

Nov 6 PCU  
October 3, 2023

Nils Wieberg  
Associate / Chief Water Resources Engineer  
Fuss & O'Neill, Inc.  
317 Iron Horse Way Suite 204  
Providence, RI 02908

RE: Herring River Restoration Project  
Chequessett Neck Road Bridge and  
Water Access Facility Construction  
Project No.: 20120636.A22  
MIG #196

Final Temporary Bridge Redesign  
Cost Analysis and Breakdown.

Dear Mr. Wieberg

Please find the attached final Temporary Bridge Redesign extra work cost breakdown. In the spirit of compromise / goodwill, we have reduced our lump sum value request for extra work on the Temporary Bridge Structure to \$947,417.20.

We have continued to work throughout the revision changes in good faith and attempted to minimize the contract schedule extension for the same. We will be providing a time extension analysis for this extra work once all durations have been realized. Preliminarily, we estimate 2-3 months.

We would appreciate this extra work / change order be expedited as all of the extra costs have been realized.

We thank you for your time and consideration.

Best Regards,

Donald Voghel  
CEO  
MIG Corporation, Inc.  
One Acton Place, Suite 200  
Acton, MA 01720

cc: Don Voghel

**TEMP BRIDGE REDESIGN  
COST ANALYSIS  
(REVISED 11/03/23)**

**I) ADDITIONAL QUANTITIES / COST**

5B)	SAFETY SIGNAGE (ADDITIONAL 18.5 SF)	41	SF @	\$ 25.00	SF	\$ 1,025.00
15)	GRAVEL (+4" RDWY BASE)	64	CY @	\$ 100.00	CY	\$ 6,400.00
					TOTAL (I):	\$ 7,425.00

**IIA) DESIGN / BID QUANTITIES / COST (CREDIT) - LUMP SUM BREAKDOWN**

8A2)	INTERNAL BRACING (10X57)	240	LF @	\$ 250.00	LF	\$ 60,000.00
8C)	16" PIPE PILES (18 EA @ 44')	792	LF @	\$ 210.00	LF	\$ 166,320.00
8D1)	CONCRETE ABUTMENTS	40	CY @	\$ 477.00	CY	\$ 19,080.00
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					TOTAL (IIA):	\$ (516,900.00)

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8A2-ALT)	EXTERNAL BRACING MC 12X31 DBL	273	LF @	\$ 192.95	LF	\$ 52,675.35
8A2-ALT)	1 1/2" DIA TIE ROD ASSEMBLIES	17	EA @	\$ 1,999.41	EA	\$ 33,989.97
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					TOTAL (IIB):	\$ 1,069,934.20

**III) NEW ITEMS OF WORK**

1A)	6' DIA. TEMP. LEACH BASIN STRUCTURES	3	EA @	\$ 10,448.00	EA	\$ 31,344.00
1B)	24" DRAIN BASIN	1	EA @	\$ 2,360.00	EA	\$ 2,360.00
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1F)	30" x 30" x 1" STEEL PILE PLATES	24	EA @	\$ 995.00	EA	\$ 23,880.00
1G)	6" SLOTTED CROSS DRAIN ASSMEBLY	4	EA @	\$ 8,041.00	EA	\$ 32,164.00
1H)	PRECOMPRESSED JOINT SEALS	2	EA @	\$ 3,605.00	EA	\$ 7,210.00
					TOTAL (III):	\$ 224,958.00

**IV) LUMP SUM QUANTITY OVERRUNS**

8B)	COMPACTED SUBASE	1,800	CY @	\$ 90.00	CY	\$ 162,000.00
	TOTAL IN PLACE QTY	4,700	CY			
	BALANCE TO COMPLETE	400	CY			
	TOTAL PAID TO DATE	(3,300)	CY			
	*ADDITIONAL QUANTITY	1,800	CY			

**TOTAL ADDITIONAL COST ( I / II / III / IV): \$ 947,417.20**



# MIG CORPORATION, INC.

---

10/3/23 #997k

October 3, 2023

Nils Wiberg  
Associate / Chief Water Resources Engineer  
Fuss & O'Neill, Inc.  
317 Iron Horse Way Suite 204  
Providence, RI 02908

RE: Herring River Restoration Project  
Chequessett Neck Road Bridge and  
Water Access Facility Construction  
Project No.: 20120636.A22  
MIG #196

Revised Temporary Bridge Redesign  
Cost Analysis and Breakdown.

Dear Mr. Wiberg

Please find attached the Revised Temporary Bridge Redesign cost analysis and breakdown.

Best Regards,

*Philip Sheehan*

Philip Sheehan  
Project Manager  
MIG Corporation, Inc.  
One Acton Place, Suite 200  
Acton, MA 01720

T- 978-264-4800 #308

cc: Don Voghel, Kevin Hubbard, Roxanne Hyland,

**TEMP BRIDGE REDESIGN  
COST ANALYSIS  
(REVISED 10/03/23)**

**I) ADDITIONAL QUANTITIES / COST**

5B)	SAFETY SIGNAGE (ADDITIONAL 18.5 SF)	41	SF @	\$ 25.00	SF	\$ 1,025.00
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8G-ALT)	FULL DEPTH PAVEMENT	1,100	SY @	\$ 100.00	SY	\$ 110,000.00
						TOTAL (IIB): \$ 1,120,111.24

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TOTAL IN PLACE QTY		4,700	CY			
BALANCE TO COMPLETE		400	CY			
TOTAL PAID TO DATE		(3,300)	CY			
*ADDITIONAL QUANTITY		1,800	CY			

**TOTAL ADDITIONAL COST ( I / II / III / IV): \$ 997,594.24**





November 30, 2023

Mr. Jay Norton, DPW Director  
Town of Wellfleet Department of Public Works  
220 West Main Street  
Wellfleet, MA 02667

Via Email: [jay.norton@wellfleet-ma.gov](mailto:jay.norton@wellfleet-ma.gov)

Re: Herring River Restoration Project  
Chequessett Neck Road Bridge and Water Access Facility Construction  
Change Order 2 – Temporary Bridge Structures  
Herring River / Chequessett Neck Road – Wellfleet, MA

Dear Mr. Norton:

Fuss & O'Neill has completed its review of change order costs associated with the construction of temporary bridge structures developed and submitted by MIG Corporation (MIG). Descriptions of these changes, our review findings/recommendations and associated costs are provided below.

When the project was issued for bidding in July 2022, the design of all temporary bridge structures (superstructure and substructures) was stated in the project specifications to be a delegated design whereby the awarded contractor would be required to hire a qualified professional engineer licensed in Massachusetts to design temporary bridge substructures and superstructures proposed by the contractor.

This delegated design approach is typical for control of water and other temporary provisions that are determined by the contractor's means and methods, subject to performance requirements and permitting/regulatory/other project limitations and stipulations. This approach is often advantageous to project owners in minimizing costs and risks since it allows each bidder to develop plans for temporary structures and controls using assets that they may already own and have successfully used before on similar projects.

Under this approach, as a municipal bridge project being designed under the provisions of Chapter 85 of the Massachusetts General Statutes, the project drawings issued for bidding reflected a permanent bridge designed in accordance with the requirements of the MassDOT Bridge Manual. The general configuration of temporary bridge substructures/superstructures within the limits of disturbance was also depicted in order to allow the contractor and its MassDOT-qualified engineer to determine the specific configuration and design of these structures in accordance with relevant MassDOT design requirements. No objections to this approach were stated in MassDOT's review comments on Fuss & O'Neill's 75% design submission in 2017, including through meetings/conferences subsequently conducted with

317 Iron Horse Way  
Suite 204  
Providence, RI  
02908  
t 401.861.3070  
800.286.2469  
f 660.533.5143

[www.fando.com](http://www.fando.com)

California  
Connecticut  
Maine  
Massachusetts  
New Hampshire  
New York  
Rhode Island  
Vermont



Mr. Jay Norton  
November 30, 2023  
Page 2

MassDOT to review and discuss specific design issues including those relating to temporary bridge structures.

Provisions for delegated design were noted in documents providing responses to MassDOT comments in June 2022. MassDOT noted in subsequent discussions in July 2022 that the temporary bridge's substructures must be designed by the permanent bridge structure's engineer of record (Fuss & O'Neill) per Section 3.12.2 of the MassDOT Bridge Manual, while the temporary bridge's superstructure is the design responsibility of the contractor's qualified professional engineer.

Fuss & O'Neill's scope of services at the time (July 2022) didn't include design and coordination with MassDOT for its review and approval of the temporary bridge substructures. Upon review and discussion with the Town and Herring River Technical Team (HRTT), it was agreed to continue with the bidding process while this design was prepared. In order to provide a comparable basis for review of each bidder's costs for temporary bridge structures, estimated/assumed quantities of respective materials comprising each bridge substructure element were stated in the bidding documents as the basis for each bidder's submitted cost.

In reviewing this approach with the Town/HRTT, F&O noted that changes to these estimated/assumed quantities would occur during the subsequent design process, as well as from any changes resulting from MassDOT's subsequent reviews and approval. Materials and quantities for the temporary bridge's substructure were further revised/clarified during bidding in Addenda 2 and 3, issued on September 9 and 16, 2022, respectively. The bid addenda and contract documents/specifications noted that deviations from the estimated/assumed quantities would be subject to review and acceptance by the Engineer (Fuss & O'Neill) and the Town. It was further noted that this design of substructures must be coordinated with the Contractor's design of the temporary bridge's superstructure, since loads/reactions from those respective structures would be required for design of underlying substructures.

Upon authorization from the Friends of Herring River (FHR) and HRTT on December 2, 2022, F&O initiated design of the temporary bridge substructures and transmitted its initial design submittal to MassDOT on April 7, 2023. Discussions with MassDOT during development of the design noted that the temporary bridge's substructures would be required to meet all MassDOT design requirements for a permanent bridge structure, including seismic and scour design criteria for the permanent bridge, the impacts of which were not able to be determined during the initial expedited estimating effort during bidding in July 2022. As a result, the final design entailed use of a greater number of larger steel piles (24-inch diameter closed end hollow steel piles in lieu of 16" diameter tapered tube piles).

Subsequent review iterations with MassDOT and their independent reviewer further increased design requirements for lateral loadings, further increasing pile lengths and requiring additional elements to satisfactorily address potential seismic loadings. Throughout the design process,



Mr. Jay Norton  
November 30, 2023  
Page 3

progress meetings were conducted with the Town/HRTT and contractor to facilitate ongoing construction activities with design analyses so that delays in construction could be avoided while MassDOT's reviews for respective bridge substructure elements were ongoing. One result of this approach is that the temporary bridge design was developed in a conservative manner to shorten the period of MassDOT review, instead of investing additional time/cost in a complex design analysis that may have only marginally reduced construction costs while incurring additional costs for delays and/or additional design services.

Following Fuss & O'Neill's reviews of MIG's submitted backup for costs associated with respective bridge elements, MIG has submitted final backup documentation indicating a change order cost of \$647,417.20, which has been reviewed and is recommended by Fuss & O'Neill for authorization by the Town.

As noted above, MIG has proceeded with work associated with this change order prior to final approval of the change order, at its own risk. MIG has stated the following reasons for proceeding with the work, after having communicated its intentions and continuing progress during bi-weekly progress meetings in the preceding months:

- To avoid the project accruing additional mobilization and demobilization costs that would have resulted from MIG having to stop work upon completion work to install Stage 1A-1 and 1A-2 stone armor scour protection.
- To meet the project's milestone of having the temporary bypass bridge operational by the end of 2023, prior to winter shutdown of asphalt pavement suppliers, and subsequent impacts the project's overall schedule for completion.

Please call me at (401) 533-5979 if you have any questions or would like to discuss further.

Sincerely,

Nils S. Wiberg, P.E., CFM  
Associate | Chief Water Resources Engineer

Attachment  
Change Order 2 – Temporary Bridge Structures

**PRELIMINARY - FOR REVIEW ONLY**  
**CHANGE ORDER NO.: 2**

Owner:	Town of Wellfleet, MA	Owner's Project No.:	
Engineer:	Fuss & O'Neill, Inc.	Engineer's Project No.:	20120636.A22
Contractor:	MIG Corporation, Inc.	Contractor's Project No.:	196
Project:	Chequessett Neck Road Bridge and Water Access Facility Construction Project		

Date Issued: \_\_\_\_\_ Effective Date of Change Order: \_\_\_\_\_

The Contract is modified as follows upon execution of this Change Order:

**Description:**

Reconciliation of Bid/Contract Price Item 36 – MassDOT Bridge Design Review Contingency Allowance to incorporate costs to construct the temporary bridge as designed following MassDOT Chapter 85 reviews, per drawings issued as Field Order 1. MIG Total Cost: \$947,417.20

Original (unallocated) MassDOT Allowance: \$300,000.00; Revised MassDOT Allowance: \$947,417.20

**Total Change Order Amount: \$647,417.20**

The time extension for this change will be reconciled in a subsequent change order.

**Attachments:** MIG Final Temporary Bridge Redesign Cost Analysis and Breakdown/ MIG Cost Backup

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$ <u>29,835,430.00</u>	Original Contract Times: Substantial Completion: <u>825</u> Ready for Final Payment: <u>855</u> Days
Increase from previously approved Change Orders: \$ <u>10,094.61</u>	Increase from previously approved Change Orders: Substantial Completion: <u>0</u> Ready for Final Payment: <u>0</u> Days
Contract Price prior to this Change Order: \$ <u>29,845,524.61</u>	Contract Times prior to this Change Order: Substantial Completion: <u>825</u> Ready for Final Payment: <u>855</u> Days
Increase of this Change Order: \$ <u>647,417.20</u>	Increase of this Change Order: Substantial Completion: <u>0</u> Ready for Final Payment: <u>0</u> Days
Contract Price incorporating this Change Order: \$ <u>30,492,941.81</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>825</u> Ready for Final Payment: <u>855</u> Days

RECOMMENDED:

ACCEPTED:

ACCEPTED:

By: \_\_\_\_\_  
Engineer

By: \_\_\_\_\_  
Owner

By: \_\_\_\_\_  
Contractor

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Recommended by Owner's Project Representative

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## MIG CORPORATION, INC.

---

October 3, 2023

Nils Wieberg  
Associate / Chief Water Resources Engineer  
Fuss & O'Neill, Inc.  
317 Iron Horse Way Suite 204  
Providence, RI 02908

RE: Herring River Restoration Project  
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We would appreciate this extra work / change order be expedited as all of the extra costs have been realized.

We thank you for your time and consideration.

Best Regards,

A handwritten signature in black ink, appearing to be "D. Voghel".

Donald Voghel  
CEO  
MIG Corporation, Inc.  
One Acton Place, Suite 200  
Acton, MA 01720

cc: Don Voghel

**TEMP BRIDGE REDESIGN  
COST ANALYSIS  
(REVISED 11/03/23)**

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1D)	SUBAQUEOUS PILE CUT-OFF/STONE INFILL	24	EA @	\$ 2,900.00	EA	\$ 69,600.00
1E)	W 6x20 KEEPER BEAMS	16	EA @	\$ 950.00	EA	\$ 15,200.00
1F)	30" x 30" x 1" STEEL PILE PLATES	24	EA @	\$ 995.00	EA	\$ 23,880.00
1G)	6" SLOTTED CROSS DRAIN ASSMEBLY	4	EA @	\$ 8,041.00	EA	\$ 32,164.00
1H)	PRECOMPRESSED JOINT SEALS	2	EA @	\$ 3,605.00	EA	\$ 7,210.00
					TOTAL (III):	\$ 224,958.00

**IV) LUMP SUM QUANTITY OVERRUNS**

8B)	COMPACTED SUBBASE	1,800	CY @	\$ 90.00	CY	\$ 162,000.00
	TOTAL IN PLACE QTY	4,700	CY			
	BALANCE TO COMPLETE	400	CY			
	TOTAL PAID TO DATE	(3,300)	CY			
	*ADDITIONAL QUANTITY	1,800	CY			

**TOTAL ADDITIONAL COST ( I / II / III / IV): \$ 947,417.20**

**8A2-ALT External Bracing**  
**COST BREAKDOWN**

II B

**Chequessett Neck Road Bridge Herring River Restoration Project**  
**Wellfleet, MA**  
**Contract No: 20120636.A22**

8A2-ALT

**SCOPE**

**EXTERNAL BRACING MC12X31DBL = 273L.F.**

**LABOR**

Labor Forman	HRS	x	\$	38.46	/HR	=	\$	-
Laborer	HRS	x	\$	37.46	/HR	=	\$	-
Pile Driver Forman	24 HRS	x	\$	58.42	/HR	=	\$	1,402.08
Pile Driver	72 HRS	x	\$	53.11	/HR	=	\$	3,823.92
Carpenter Forman	HRS	x	\$	48.12	/HR	=	\$	-
Carpenter	HRS	x	\$	45.12	/HR	=	\$	-
Operator (Crane)	24 HRS	x	\$	56.56	/HR	=	\$	1,357.44
Truck Driver	HRS	x	\$	65.44	/HR	=	\$	-
Superintendent	24 HRS	x	\$	125.00	/HR	=	\$	5,000
<b>SUBTOTAL LABOR</b>								<b>= \$ 11,583.44</b>

**LABOR BENEFITS**

Laborer	0 HRS	x	\$	28.19	/HR	=	\$	-
Holiday Pay-L.F.	0 HRS	x	\$	2.63	/HR	=	\$	-
Sick Pay-L.F.	0 HRS	x	\$	2.22	/HR	=	\$	-
Sick Pay-Laborer	0 HRS	x	\$	2.10	/HR	=	\$	-
Pile Driver	96 HRS	x	\$	40.12	/HR	=	\$	3,851.52
Holiday Pay-P.D.F.	24 HRS	x	\$	3.86	/HR	=	\$	92.64
Sick Pay-P.D.F.	24 HRS	x	\$	3.26	/HR	=	\$	78.24
Sick Pay-Pile Driver	72 HRS	x	\$	2.96	/HR	=	\$	213.12
Carpenter	0 HRS	x	\$	33.65	/HR	=	\$	-
Sick Pay-Carp. For.	0 HRS	x	\$	2.64	/HR	=	\$	-
Sick Pay-Carpenter	0 HRS	x	\$	2.54	/HR	=	\$	-
Operator	24 HRS	x	\$	32.56	/HR	=	\$	781.44
Holiday Pay-Operator	24 HRS	x	\$	3.42	/HR	=	\$	82.08
Sick Pay-Operator	24 HRS	x	\$	2.89	/HR	=	\$	69.36
Truck Driver	0 HRS	x	\$	-	/HR	=	\$	-
Sick Pay-Truck Driver	0 HRS	x	\$	2.13	/HR	=	\$	-
<b>SUBTOTAL BENEFITS</b>								<b>= \$ 5,168.40</b>

**LABOR BURDEN**

FICA	7.650							
FUTA	0.800							
MUTA	12.690							
W/C	23.760							
G/L	5.520							
Umbrella	3.970							
Medical Leave Act	0.630							
Total Burden	55.020 %	x		11,583.44		=	\$	6,373.21

**(A) TOTAL LABOR + BENEFITS & BURDEN**

**23,125.05**

**EQUIPMENT**

Excavator	0 HRS	x	\$	177.70	/HR	=	\$	-
Loader-380	0 HRS	x	\$	101.68	/HR	=	\$	-
Pick-up	24 HRS	x	\$	50.12	/HR	=	\$	1,202.88
Crane 15010	24 HRS	x	\$	243.76	/HR	=	\$	5,850.24
Crane MLC 165	0 HRS	x	\$	319.34	/HR	=	\$	-
Vibratory Hammer	0 HRS	x	\$	136.23	/HR	=	\$	-
Impact Hammer	0 HRS	x	\$	79.03	/HR	=	\$	-
Utility Vehicle	24 HRS	x	\$	49.77	/HR	=	\$	1,194.48
<b>SUBTOTAL EQUIPMENT</b>								<b>= \$ 8,247.60</b>

**(B) TOTAL EQUIPMENT**

**8,247.60**





8A2 -ALT Tie Rods

COST BREAKDOWN

II<sub>3</sub>

8A2-ALT

Chequessett Neck Road Bridge Herring River Restoration Project

Wellfleet, MA

Contract No: 20120636.A22

SCOPE

TIE ROD ASSEMBLIES(1-1/2"DIA)- 17 EACH

LABOR

Labor Forman	HRS	x	\$	38.46	/HR	=	\$	-	
Laborer	HRS	x	\$	37.46	/HR	=	\$	-	
Pile Driver Forman	8 HRS	x	\$	58.42	/HR	=	\$	467.36	
Pile Driver	24 HRS	x	\$	53.11	/HR	=	\$	1,274.64	
Carpenter Forman	HRS	x	\$	48.12	/HR	=	\$	-	
Carpenter	HRS	x	\$	45.12	/HR	=	\$	-	
Operator (Crane)	8 HRS	x	\$	56.56	/HR	=	\$	452.48	
Truck Driver	HRS	x	\$	65.44	/HR	=	\$	-	
Superintendent	0 HRS	x	\$	125.00	/HR	#	\$	\$0	
SUBTOTAL LABOR								=	\$ 2,194.48

LABOR BENEFITS

Laborer	0 HRS	x	\$	28.19	/HR	=	\$	-	
Holiday Pay-L.F.	0 HRS	x	\$	2.63	/HR	=	\$	-	
Sick Pay-L.F.	0 HRS	x	\$	2.22	/HR	=	\$	-	
Sick Pay-Laborer	0 HRS	x	\$	2.10	/HR	=	\$	-	
Pile Driver	32 HRS	x	\$	40.12	/HR	=	\$	1,283.84	
Holiday Pay-P.D.F.	8 HRS	x	\$	3.86	/HR	=	\$	30.88	
Sick Pay-P.D.F.	8 HRS	x	\$	3.26	/HR	=	\$	26.08	
Sick Pay-Pile Driver	24 HRS	x	\$	2.96	/HR	=	\$	71.04	
Carpenter	0 HRS	x	\$	33.65	/HR	=	\$	-	
Sick Pay-Carp. For.	0 HRS	x	\$	2.64	/HR	=	\$	-	
Sick Pay-Carpenter	0 HRS	x	\$	2.54	/HR	=	\$	-	
Operator	8 HRS	x	\$	32.56	/HR	=	\$	260.48	
Holiday Pay-Operator	8 HRS	x	\$	3.42	/HR	=	\$	27.36	
Sick Pay-Operator	8 HRS	x	\$	2.89	/HR	=	\$	23.12	
Truck Driver	0 HRS	x	\$	-	/HR	=	\$	-	
Sick Pay-Truck Driver	0 HRS	x	\$	2.13	/HR	=	\$	-	
SUBTOTAL BENEFITS								=	\$ 1,722.80

LABOR BURDEN

FICA	7.650							
FUTA	0.800							
MUTA	12.690							
W/C	23.760							
G/L	5.520							
Umbrella	3.970							
Medical Leave Act	0.630							
Total Burden	55.020 %	x		2,194.48		=	\$	1,207.40

(A) TOTAL LABOR + BENEFITS & BURDEN

5,124.68

EQUIPMENT

Excavator	8 HRS	x	\$	177.70	/HR	=	\$	1,421.60	
Loader-380	0 HRS	x	\$	101.68	/HR	=	\$	-	
Pick-up	0 HRS	x	\$	50.12	/HR	=	\$	-	
Crane 15010	0 HRS	x	\$	243.76	/HR	=	\$	-	
Crane MLC 165	0 HRS	x	\$	319.34	/HR	=	\$	-	
Vibratory Hammer	0 HRS	x	\$	136.23	/HR	=	\$	-	
Impact Hammer	0 HRS	x	\$	79.03	/HR	=	\$	-	
Utility Vehicle	8 HRS	x	\$	49.77	/HR	=	\$	398.16	
SUBTOTAL EQUIPMENT								=	\$ 1,819.76

(B) TOTAL EQUIPMENT

1,819.76



8A2 -ALT Tie Rods

**MIG CORPORATION, INC.**

ONE ACTON PLACE - SUITE 200 ACTON, MA 01720 - (978) 264-4800 - (978) 264-0123 FAX

**PURCHASE ORDER**

P.O. No.: 4855 G/L No.: 2  
 Date: 5/17/2023 Job No.: 195  
**VENDOR**  
 Name: EARTH ANCHORING SUPPLIERS Job Name: TOWN OF WELLFLEET  
 Address: 424 STAGECOACH ROAD NO. 73 HERRING RIVER RESTORATION  
CLARKSBURG, NJ 08510 WELLFLEET, MA  
 Contract: 20120636A22  
 Email: KEVIN@EARTHANCHORING.COM Owner: TOWN OF WELLFLEET  
 Contact Person: KEVIN KNECHT Ship to: 1100 CHEQUESSETT NECK RD  
 Phone: 732-747-7222 WELLFLEET, MA 02667  
 Fax: \_\_\_\_\_  
 Direct: 610-529-7105 ACCOUNTS PAYABLE: AP@MIGCORPORATION.COM  
 Sales Tax: Exempt X Taxable: \_\_\_\_\_ MIG Contact: BOB SAWYER 978-944-4768  
 Exempt No.: 049-001-345 Person: BSAWYER@MIGCORPORATION.COM  
 Federal Tax ID#: 06-1334342

FOB: X Freight Prepaid  Ship Via: EAS Approx. Del. Date: ASAP

NOTE: All paperwork must contain P.O. and Job Number Terms: Net due 30 days from receipt of invoice.

ITEM NO.	QUANTITY	U/M	DESCRIPTION	UNIT PRICE	\$ AMOUNT
8-800	1	LS	TEMPORARY BRIDGE APPROACH		
8-801	40	EA	SAS- 1-3/8" Grade 150 bar Galv Threadbar (19.33' long)	\$ 296.50	\$ 11,860.00
	30	EA	SAS 1-3/8" Grade 150 Bar Coupler	\$ 59.77	\$ 1,793.10
	40	EA	1-3/8" GR 150 Hex nut Galv	\$ 33.20	\$ 1,328.00
	40	EA	1-3/8" GR 150 Flat Head Washer Galv	\$ 3.98	\$ 159.20
	40	EA	1-3/8" GR 150 Bevel Washer Galv	\$ 11.95	\$ 478.00
	34	EA	10"x10"x1" Plate whole top #14 Bar Galv GR 50	\$ 92.97	\$ 3,160.98
	1	EA	Freight to Galvnlzr	\$ 2,000.00	\$ 2,000.00
	1	EA	Freight to MIG	\$ 2,950.00	\$ 2,950.00
<b>TOTAL</b>					<b>\$ 23,729.28</b>

- ALL MATERIALS SHALL CONFORM TO MASSDOT PLANS, STANDARD SPECIFICATIONS AND CONTRACT SPECIAL PROVISIONS. ALL REQUIRED SUBMITTALS AND MATERIAL CERTIFICATIONS TO BE SUBMITTED FOR APPROVAL BEFORE FINAL PAYMENT IS MADE.

**VENDOR**

This Purchase Order must be executed and returned to Buyer within ten (10) days after the date it was mailed to the Vendor, and in the event that it is not returned, Vendor agrees to be bound by its terms at the discretion of Buyer.

Accepted By: [Signature]  
 Date: 5/17/2023  
 Title: MANAGER

MIG CORPORATION, INC. Digitally signed by Donald Voghel

Approved By: [Signature] Date: 2023.05.18  
 Date: 08:22:01 -04'00'  
 Title: Chief Executive Officer

Kindly Sign and Return Both Copies; MIG will return one executed copy.  
 MIG Corporation, Inc. is an equal opportunity employer and does not discriminate on the basis of race, color, religious creed, national origin, ancestry, sex, gender identity, age, handicap (disability), mental illness, retaliation, sexual harassment, sexual orientation, genetics, active military or any other characteristic protected by federal, state, and local law.  
 When applicable, Supplier or Vendor, during the fulfillment of this Order, agrees to comply with the provisions of applicable laws and regulations governing equal employment opportunity and affirmative action.

## 8C -ALT Pipe Piles

### COST BREAKDOWN

Chequessett Neck Road Bridge Herring River Restoration Project

Wellfleet, MA

Contract No: 20120636.A22

#### SCOPE

24"DIA STL PILE COST BENT #2 (8@65'=520L.F.)

#### LABOR

Labor Forman	HRS	x	\$	38.46	/HR	=	\$	-	
Laborer	85 HRS	x	\$	37.46	/HR	=	\$	3,184.10	
Pile Driver Forman	176 HRS	x	\$	58.42	/HR	=	\$	10,281.92	
Pile Driver	427 HRS	x	\$	53.11	/HR	=	\$	22,677.97	
Carpenter Forman	HRS	x	\$	48.12	/HR	=	\$	-	
Carpenter	HRS	x	\$	45.12	/HR	=	\$	-	
Operator (Crane)	274 HRS	x	\$	56.56	/HR	=	\$	15,497.44	
Truck Driver	HRS	x	\$	65.44	/HR	=	\$	-	
Superintendent	176 HRS	x	\$125.00	/HR	#		\$	22,000	
SUBTOTAL LABOR								=	\$ 73,641.43

#### LABOR BENEFITS

Laborer	85 HRS	x	\$	28.19	/HR	=	\$	2,396.15	
Holiday Pay-L.F.	0 HRS	x	\$	2.63	/HR	=	\$	-	
Sick Pay-L.F.	0 HRS	x	\$	2.22	/HR	=	\$	-	
Sick Pay-Laborer	85 HRS	x	\$	2.10	/HR	=	\$	178.50	
Pile Driver	603 HRS	x	\$	40.12	/HR	=	\$	24,192.36	
Holiday Pay-P.D.F.	176 HRS	x	\$	3.86	/HR	=	\$	679.36	
Sick Pay-P.D.F.	176 HRS	x	\$	3.26	/HR	=	\$	573.76	
Sick Pay-Pile Driver	427 HRS	x	\$	2.96	/HR	=	\$	1,263.92	
Carpenter	0 HRS	x	\$	33.65	/HR	=	\$	-	
Sick Pay-Carp. For.	0 HRS	x	\$	2.64	/HR	=	\$	-	
Sick Pay-Carpenter	0 HRS	x	\$	2.54	/HR	=	\$	-	
Operator	274 HRS	x	\$	32.56	/HR	=	\$	8,921.44	
Holiday Pay-Operator	274 HRS	x	\$	3.42	/HR	=	\$	937.08	
Sick Pay-Operator	274 HRS	x	\$	2.89	/HR	=	\$	791.86	
Truck Driver	0 HRS	x	\$	-	/HR	=	\$	-	
Sick Pay-Truck Driver	0 HRS	x	\$	2.13	/HR	=	\$	-	
SUBTOTAL BENEFITS								=	\$ 39,934.43

#### LABOR BURDEN

FICA	7.650							
FUTA	0.800							
MUTA	12.690							
W/C	23.760							
G/L	5.520							
Umbrella	3,970							
Medical Leave Act	0.630							
Total Burden	55.020 %	x		73,641.43		=	\$	40,517.51

**(A) TOTAL LABOR + BENEFITS & BURDEN**

**154,093.37**

#### EQUIPMENT

Excavator	40 HRS	x	\$	177.70	/HR	=	\$	7,108.00
Loader-380	10 HRS	x	\$	101.68	/HR	=	\$	1,016.80
Pick-up	176 HRS	x	\$	50.12	/HR	=	\$	8,821.12
Crane 15010	73 HRS	x	\$	243.76	/HR	=	\$	17,794.48
Crane MLC 165	90 HRS	x	\$	319.34	/HR	=	\$	28,740.60
Vibratory Hammer	40 HRS	x	\$	136.23	/HR	=	\$	5,449.20
Impact Hammer	35 HRS	x	\$	79.03	/HR	=	\$	2,766.05
Utility Vehicle	176 HRS	x	\$	49.77	/HR	=	\$	8,759.52

SUBTOTAL EQUIPMENT = \$ 80,455.77

**(B) TOTAL EQUIPMENT**

**80,455.77**



# 8C -ALT Pipe Piles

## COST BREAKDOWN

**Chequessett Neck Road Bridge Herring River Restoration Project**

**Wellfleet, MA**

**Contract No: 20120636.A22**

**SCOPE**

**24"DIA STL PILE COST BENT #2 (8@65'=520L.F.)**

**LABOR**

Labor Forman	HRS	x	\$	38.46	/HR	=	\$	-
Laborer	85 HRS	x	\$	37.46	/HR	=	\$	3,184.10
Pile Driver Forman	176 HRS	x	\$	58.42	/HR	=	\$	10,281.92
Pile Driver	427 HRS	x	\$	53.11	/HR	=	\$	22,677.97
Carpenter Forman	HRS	x	\$	48.12	/HR	=	\$	-
Carpenter	HRS	x	\$	45.12	/HR	=	\$	-
Operator (Crane)	274 HRS	x	\$	56.56	/HR	=	\$	15,497.44
Truck Driver	HRS	x	\$	65.44	/HR	=	\$	-
Superintendent	176 HRS	x	\$125.00	/HR	#	=	\$	22,000
<b>SUBTOTAL LABOR</b>								<b>= \$ 73,641.43</b>

**LABOR BENEFITS**

Laborer	85 HRS	x	\$	28.19	/HR	=	\$	2,396.15
Holiday Pay-L.F.	0 HRS	x	\$	2.63	/HR	=	\$	-
Sick Pay-L.F.	0 HRS	x	\$	2.22	/HR	=	\$	-
Sick Pay-Laborer	85 HRS	x	\$	2.10	/HR	=	\$	178.50
Pile Driver	603 HRS	x	\$	40.12	/HR	=	\$	24,192.36
Holiday Pay-P.D.F.	176 HRS	x	\$	3.86	/HR	=	\$	679.36
Sick Pay-P.D.F.	176 HRS	x	\$	3.26	/HR	=	\$	573.76
Sick Pay-Pile Driver	427 HRS	x	\$	2.96	/HR	=	\$	1,263.92
Carpenter	0 HRS	x	\$	33.65	/HR	=	\$	-
Sick Pay-Carp. For.	0 HRS	x	\$	2.64	/HR	=	\$	-
Sick Pay-Carpenter	0 HRS	x	\$	2.54	/HR	=	\$	-
Operator	274 HRS	x	\$	32.56	/HR	=	\$	8,921.44
Holiday Pay-Operator	274 HRS	x	\$	3.42	/HR	=	\$	937.08
Sick Pay-Operator	274 HRS	x	\$	2.89	/HR	=	\$	791.86
Truck Driver	0 HRS	x	\$	-	/HR	=	\$	-
Sick Pay-Truck Driver	0 HRS	x	\$	2.13	/HR	=	\$	-
<b>SUBTOTAL BENEFITS</b>								<b>= \$ 39,934.43</b>

**LABOR BURDEN**

FICA	7.650							
FUTA	0.800							
MUTA	12.690							
W/C	23.760							
G/L	5.520							
Umbrella	3.970							
Medical Leave Act	0.630							
Total Burden	55.020 %	x		73,641.43	=	\$	40,517.51	

**(A) TOTAL LABOR + BENEFITS & BURDEN**

**154,093.37**

**EQUIPMENT**

Excavator	40 HRS	x	\$	177.70	/HR	=	\$	7,108.00
Loader-380	10 HRS	x	\$	101.68	/HR	=	\$	1,016.80
Pick-up	176 HRS	x	\$	50.12	/HR	=	\$	8,821.12
Crane 15010	73 HRS	x	\$	243.76	/HR	=	\$	17,794.48
Crane MLC 165	90 HRS	x	\$	319.34	/HR	=	\$	28,740.60
Vibratory Hammer	40 HRS	x	\$	136.23	/HR	=	\$	5,449.20
Impact Hammer	35 HRS	x	\$	79.03	/HR	=	\$	2,766.05
Utility Vehicle	176 HRS	x	\$	49.77	/HR	=	\$	8,759.52
<b>SUBTOTAL EQUIPMENT</b>								<b>= \$ 80,455.77</b>

**(B) TOTAL EQUIPMENT**

**80,455.77**



8C -ALT Pipe Piles



**MIG CORPORATION**

One Acton Place - Suite 200  
 ACTON, MA 01720  
 (978) 264-4800  
 FAX (978) 264-0123

JOB 24" PILE COST  
 SHEET NO. BENT # 2 OF 2  
 CALCULATED BY \_\_\_\_\_ DATE \_\_\_\_\_  
 CHECKED BY \_\_\_\_\_ DATE \_\_\_\_\_  
 SCALE \_\_\_\_\_

Description	DATES																	Total		
	6/13	6/14	6/15	6/19	6/20	6/27	6/28	7/1/9	7/1/9	7/20	7/24	7/25	7/27/31	8/11	8/22	8/23	8/28		8/28	
PDF	4	10	10	10	10	10	20	10	10	20	20	20	20	20	20	20	20	10	10	27
PD	6	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	17
L	12	20	20	20	20	10	5			20	30	10	10	10	10	10	10	20	20	17
Superintendant (Same as Emen)																				
Mantis	6	10		10	7			10	10	10	10									7
Mk 465										10	10									9
EXCAV			10			10	10				10		10	10	10	10	10	10	10	46
UV																				
PU																				
W																				
Loader							10													10
Impact										10					10	5	5	5		36
Vibro										10		10	10		5	5				46
Utility Vehicle (Em)																				17
Pickup (Super)																				17





**8C -ALT Pipe Piles**  
**MIG CORPORATION**  
**DAILY FIELD REPORT**

Superintendent: Bob Sawyer  
 Day/Date: Wednesday, June 14, 2023  
 Weather: \_\_\_\_\_

MIG Job No. 196 Report No. \_\_\_\_\_  
 Job Name: Wellfleet MA

Deliveries: Cape Cod Aggregate del 300 cy 3" gravel

General Comments/Yield: Install Earthen Fill  
Prep false work for 24" piles

**PRODUCTIONS**

Item	Quantities	Comments

**LABOR/EQUIPMENT**

Employee Name	Start & Finish Time	Class of Work	Hours of Work					Per-Diem			
				2-204	8-802	8-813					
Bob Sawyer	7:00am to 5:00pm	Super	10	10							
Scott Wingerter	7:00am to 5:00pm	Super	10	10				1			
Tim Gallant	7:00am to 5:00pm	Operator	10			10		1			
Dennis Spellman	7:00am to 5:00pm	Laborer	10		10			1			
Peter Emery	7:00am to 5:00pm	Operator	10		10			1			
Andy Wingerter	7:00am to 5:00pm	Pile Foreman	10			10					
John Wipfler	7:00am to 5:00pm	Pile Driver	10			10					
Evan Smith	7:00am to 5:00pm	Pile Driver	10			10		1			
BALANCED?			70.00	20.00	20.00	40.00	5.00	0.00	0.00	0.00	
			-15.00								

MIG Equipment				Outside Rental/Subs		
Equip. #	Hours of Work	Cost Code Item of Work		Company Name	Description	Qty / \$
		8-802	8-813			
10 Ton Roller	4	4				
200 Hitachi Excavator						
380 Komatsu Loader						
Green Vibratory Hammer						
Mantis Crane	10		10			
390 Excavator						
dozer	10	10				



## 8C -ALT Pipe Piles

### MIG CORPORATION DAILY FIELD REPORT

Superintendent: Bob Sawyer  
 Day/Date: Monday, June 19, 2023  
 Weather: \_\_\_\_\_

MIG Job No. 196 Report No. \_\_\_\_\_  
 Job Name: Wellfleet MA

Deliveries: Cape Cod Aggregate del 375 cy 3" gravel

General Comments/Yield: *764'*  
 Prep false work for 20" pipe piles  
 Install Earthen fill

#### PRODUCTIONS

Item	Quantities	Comments

#### LABOR/EQUIPMENT

Employee Name	Start & Finish Time	Class of Work	Hours of Work	Quantities			Per-Diem	Totals		
				2-204	8-802	8-813E				
Bob Sawyer	7:00am to 6:00pm	Super	10	10						
Tim Gallant	7:00am to 5:00pm	Operator	10			10	1			
Dennis Spellman	7:00am to 5:00pm	Laborer	10		10		1			
Peter Emery	7:00am to 6:00pm	Operator	10		10		1			
Andy Wingerter	7:00am to 5:00pm	Pile Foreman	10			10				
John Wipfler	7:00am to 6:00pm	Pile Driver	10			10				
Nathan West	7:00am to 5:00pm	Pile Driver	10			10	1			
BALANCED?			60.00	10.00	20.00	40.00	4.00	0.00	0.00	0.00
BALANCED?			-14.00							

MIG Equipment				Outside Rental/Subs		
Equip. #	Hours of Work	Cost Code Item of Work		Company Name	Description	Qty / \$
		8-802	8-813			
390 excavator						
10 Ton Roller	3	3				
200 Hitachi Excavator						
380 Komatsu Loader						
Green Vibratory Hammer						
Mantis Crane	10		10			
Dozer	10	10				















# 8C -ALT Pipe Piles MIG CORPORATION DAILY FIELD REPORT

Superintendent: Bob Sawyer  
 Day/Date: Thursday, July 20, 2023  
 Weather: \_\_\_\_\_

MIG Job No. 196 Report No. \_\_\_\_\_  
 Job Name: Wellfleet MA

Deliveries: \_\_\_\_\_

General Comments/Yield:  
 Modify the Delmag hammer with the rented 32" leads  
 Build crane pad for Manotwoc 165  
 Set up Green Vibratory hammer to drive pipe piles

### PRODUCTIONS

Item		Quantities	Comments

### LABOR/EQUIPMENT

Employee Name	Start & Finish Time	Class of Work	Hours of Work	8-813E						
				2-204	8-813E	1-101				
Bob Sawyer	7:00am to 5:00pm	Super	10	10						
Tim Gallant	7:00am to 5:00pm	Operator	10			10				
Dennis Spellman	7:00am to 5:00pm	Laborer	10			10				
Peter Emery	7:00am to 5:00pm	Operator	10			10				
Andy Wingerter	7:00am to 5:00pm	Pile Foreman	10		10					
John Wipfler	7:00am to 5:00pm	Pile Driver	10			10				
Mike Mezzetti	7:00am to 5:00pm	Pile Apprentice	10			10				
BALANCED?			60.00	10.00	10.00	60.00	0.00	0.00	0.00	0.00
			-10.00							

MIG Equipment				Outside Rental/Subs		
Equip. #	Hours of Work	Cost Code	Item of Work	Company Name	Description	Qty / \$
380 Komatsu Loader						
EX 15 308 Excavator						
Mantis Crane	10					
Manotwoc 165 Crane	10					
Green Vib Hammer	10					
Delmag Impact hammer	10					

# 8C -ALT Pipe Piles

## MIG CORPORATION DAILY FIELD REPORT

Superintendent: Bob Sawyer  
 Day/Date: Monday, July 24, 2023  
 Weather: \_\_\_\_\_

MIG Job No. \_\_\_\_\_ Report No. \_\_\_\_\_  
 Job Name: Wellfleet MA

**Deliveries:**

**General Comments/Yield:**

Prep for 24" pipe pile installation

### PRODUCTIONS

Item		Quantities	Comments

### LABOR/EQUIPMENT

Employee Name	Start & Finish Time	Class of Work	Hours of Work	2-204		Per-Diem						
				2-204	8-813E							
Bob Sawyer	7:00am to 5:00pm	Super	10	10								
Tim Gallant	7:00am to 5:00pm	Operator	10		10	1						
Dennis Spellman	7:00am to 5:00pm	Laborer	10		10	1						
Peter Emery	7:00am to 5:00pm	Operator	10		10	1						
Andy Wingerler	7:00am to 5:00pm	Pile Foreman	10		10							
John Wipfler	7:00am to 5:00pm	Pile Driver	10		10							
Mike Mezzetti	7:00am to 5:00pm	Pile Apprentice	10		10	1						
Evan Smith	7:00am to 5:00pm	Pile Driver	10		10	1						
BALANCED?			70.00	10.00	70.00	0.00	5.00	0.00	0.00	0.00	0.00	0.00
			-15.00									

MIG Equipment				Outside Rental/Subs		
Equip. #	Hours of Work	Cost Code	Item of Work	Company Name	Description	Qty / \$
EX 15 308 Excavator		8-813E				
380 Komatsu Loader	10					
Green Vibratory Hammer						
Mantis Crane	10					
165 Manatwoc						







# 8C -ALT Pipe Piles

## MIG CORPORATION DAILY FIELD REPORT

Superintendent: Bob Sawyer  
 Day/Date: Thursday, July 27, 2023  
 Weather: \_\_\_\_\_

MIG Job No. 196 Report No. \_\_\_\_\_  
 Job Name: Wellfleet MA

Deliveries: 24" piles delivered (4)

General Comments/Yield:  
Prep 2 24" piles for PDA  
Install and vibrate 2 24" piles at pier 2

### PRODUCTIONS

Item	Quantities	Comments

### LABOR/EQUIPMENT

Employee Name	Start & Finish Time	Class of Work	Hours of Work														
				2-204	8-813E												
Bob Sawyer	7:00am to 5:00pm	Super	10	10													
Tim Gallani	7:00am to 5:00pm	B1/165'boom	10		10												
Dennis Spellman	7:00am to 3:00pm	Laborer	10		10												
Peter Emery	7:00am to 5:00pm	Operator	10		10												
Andy Wingerter	7:00am to 5:00pm	Pile Foreman	10		10												
John Wipfler	7:00am to 5:00pm	Pile Driver	10		10												
Mike Mezzotil	7:00am to 5:00pm	Pile Apprentice	10		10												
Evan Smith	7:00am to 5:00pm	Pile Driver	10		10												
BALANCED?			70.00	10.00	70.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

MIG Equipment			Outside Rental/Subs		
Equip. #	Hours of Work	Cost Code Item of Work	Company Name	Description	Qty / \$
		8-813E			
380 Komatsu Loader					
EX 15 308 Excavator					
Mantis Crane					
Manotwoc 165 Crane	10	10			
Green Vib Hammer	10	10			
Delmag Impact Hammer					

## 8C -ALT Pipe Piles

### MIG CORPORATION DAILY FIELD REPORT

Superintendent: Bob Sawyer  
 Day/Date: Monday, July 31, 2023  
 Weather: \_\_\_\_\_

MIG Job No. 196 Report No. \_\_\_\_\_  
 Job Name: Wellfleet MA

Deliveries: \_\_\_\_\_

General Comments/Yield:   
 Drive 24" Pipe Pile at Pier 2  
 GTR on site to do 2-PDA'S

#### PRODUCTIONS

Item			Quantities		Comments

#### LABOR/EQUIPMENT

Employee Name	Start & Finish Time	Class of Work	Hours of Work									
				2-204	8-813E	Vacation	Per-Diem					
Bob Sawyer	7:00am to 5:00pm	Super	10	10								
Mike Dennis	7:00am to 5:00pm	B1-185'boom	10		10		1					
Dennis Spellman	7:00am to 5:00pm	Laborer	10		10		1					
Peter Emery	7:00am to 5:00pm	Operator	10		10		1					
Andy Wingerter	7:00am to 5:00pm	Pile Foreman	10		10							
John Wipfler	7:00am to 5:00pm	Pile Driver	10		10							
Mike Mezzetti	7:00am to 5:00pm	Pile Apprentice	10		10		1					
Evan Smith	7:00am to 5:00pm	Pile Driver	10		10		1					
Tim Gallant		Operator	8			8						
BALANCED?			78.00	10.00	70.00	8.00	5.00	0.00	0.00	0.00	0.00	0.00
				-15.00								

MIG Equipment				Outside Rental/Subs		
Equip. #	Hours of Work	Cost Code Item of Work		Company Name	Description	Qty / \$
		8-813E				
EX 15 308 Excavator						
Impact Hammer	10	10				
380 Komatsu Loader						
Green Vibratory Hammer						
Mantis Crane						
165 Manatwoc	10	10				

# 8C -ALT Pipe Piles

## MIG CORPORATION DAILY FIELD REPORT

Superintendent: Bob Sawyer  
 Day/Date: Tuesday, August 1, 2023  
 Weather: \_\_\_\_\_

MIG Job No. 196 Report No. \_\_\_\_\_  
 Job Name: Wellfleet MA

Deliveries: \_\_\_\_\_

General Comments/Yield: \_\_\_\_\_  
Drive 24" pipe piles at pier 2


### LABOR/EQUIPMENT

Employee Name	Start & Finish Time	Class of Work	Hours of Work	2-204	8-813E	Vacation	Per-Diem				
Bob Sawyer	7:00am to 5:00pm	Super	10	10							
Mike Dennis	7:00am to 5:00pm	B1-185'boom	10		10		1				
Dennis Spellman	7:00am to 5:00pm	Laborer	10		10		1				
Peter Emery	7:00am to 5:00pm	Operator	10		10		1				
Andy Wingerter	7:00am to 5:00pm	Pile Foreman	10		10						
John Wipfler	7:00am to 5:00pm	Pile Driver	10		10						
Mike Mezzetti	7:00am to 5:00pm	Pile Apprentice	10		10		1				
Evan Smith	7:00am to 5:00pm	Pile Driver	10		10		1				
Tim Gallant		Operator	8			8					
				78.00	10.00	70.00	8.00	5.00	0.00	0.00	0.00
BALANCED?				-15.00							

MIG Equipment				Outside Rental/Subs		
Equip. #	Hours of Work	Cost Code Item of Work		Company Name	Description	Qty / \$
		8-813E				
380 Komatsu Loader						
Green Vibratory Hammer	5	5				
Mantis Crane						
Impact Hammer	5	5				
EX 15 308 Excavator						
165 Manatwoc crane	10	10				



**8C -ALT Pipe Piles**  
**MIG CORPORATION**  
**DAILY FIELD REPORT**

Superintendent: Bob Sawyer  
 Day/Date: Wednesday, August 2, 2023  
 Weather: \_\_\_\_\_

MIG Job No. 196 Report No. \_\_\_\_\_  
 Job Name: Wellfleet MA

Deliveries: \_\_\_\_\_

General Comments/Yield:  
Install 24" Pipe Piles at pier 2

**PRODUCTIONS**

Item	Quantities	Comments

**LABOR/EQUIPMENT**

Employee Name	Start & Finish Time	Class of Work	Hours of Work	2-204	8-813E	Vacation	Per-Diem			
Bob Sawyer	7:00am to 5:00pm	Super	10	10						
Mike Dennis	7:00am to 5:00pm	B1-165'boom	10		10		1			
Dennis Spellman	7:00am to 5:00pm	Laborer	10		10		1			
Peter Emery	7:00am to 5:00pm	Operator	10		10		1			
Andy Wingerter	7:00am to 5:00pm	Pile Foreman	10		10					
John Wipfler	7:00am to 5:00pm	Pile Driver	10		10					
Mike Mezzetti	7:00am to 5:00pm	Pile Apprentice	10		10		1			
Evan Smith	7:00am to 5:00pm	Pile Driver	10		10		1			
Tim Gallant		Operator	8			8				
BALANCED?			78.00	10.00	70.00	8.00	5.00	0.00	0.00	0.00
			-15.00							

MIG Equipment				Outside Rental/Subs		
Equip. #	Hours of Work	Cost Code Item of Work		Company Name	Description	Qty / \$
		8-813E				
380 Komatsu Loader						
Green Vibratory Hammer	5	5				
Mantis Crane						
EX 15 308 Excavator						
Impact Hammer	5	5				
Manotwoc 165 Crane	10	10				



# 8C -ALT Pipe Piles

## MIG CORPORATION DAILY FIELD REPORT

Superintendent: Bob Sawyer  
 Day/Date: Monday, August 7, 2023  
 Weather: \_\_\_\_\_

MIG Job No. 196 Report No. \_\_\_\_\_  
 Job Name: Wellfleet MA

Deliveries: \_\_\_\_\_

General Comments/Yield:  
 Remove falsework at pier 2 ✓  
 separate rock at town pit  
 Cut filter fabric and prep for bedding stone

### PRODUCTIONS

Item	Quantities	Comments

### LABOR/EQUIPMENT

Employee Name	Start & Finish Time	Class of Work	Hours of Work	Quantities					Per-Diem	
				2-204	8-813E	26-2608	26-2605			
Bob Sawyer	7:00am to 5:00pm	Super	10	10						
Tim Gallant	7:00am to 5:00pm	B1-185'boom	10		10				1	
Dennis Spellman	7:00am to 5:00pm	Laborer	10				10		1	
Peter Emery	7:00am to 5:00pm	Operator	10			10			1	
Andy Wingerter	7:00am to 5:00pm	Pile Foreman	10		10					
John Wipfler	7:00am to 5:00pm	Pile Driver	10		10					
Mike Mezzetti	7:00am to 5:00pm	Pile Apprentice	10		10				1	
Evan Smith	7:00am to 5:00pm	Pile Driver	10				10		1	
BALANCED?			70.00	10.00	40.00	10.00	20.00	5.00	0.00	0.00

MIG Equipment				Outside Rental/Subs		
Equip. #	Hours of Work	Cost Code Item of Work		Company Name	Description	Qty / \$
EX 15 308 Excavator		8-813E	26-2608			
Impact Hammer						
380 Komatsu Loader	10		10			
Green Vibratory Hammer						
Mantis Crane						
165 Manatwoc	10	10				

**8C -ALT Pipe Piles**  
**MIG CORPORATION**  
**DAILY FIELD REPORT**

Superintendent: Bob Sawyer  
 Day/Date: Tuesday, August 8, 2023  
 Weather: \_\_\_\_\_

MIG Job No. 196 Report No. \_\_\_\_\_  
 Job Name: Wellfleet MA

Deliveries: \_\_\_\_\_

General Comments/Yield:  
 Remove falsework at pier 2 ✓  
 Place bedding stone and fabric in phase 8 coffercell  
 Cut filter fabric and prep for bedding stone


**LABOR/EQUIPMENT**

Employee Name	Start & Finish Time	Class of Work	Hours of Work								
				2-204	8-813E	26-2606	26-2605	Per-Diem			
Bob Sawyer	7:00am to 5:00pm	Super	10	10							
Tim Gallant	7:00am to 5:00pm	B1-185'boom	10		10				1		
Dennis Spellman	7:00am to 5:00pm	Laborer	10			5	5		1		
Peter Emery	7:00am to 5:00pm	Operator	10			5	5		1		
Andy Wingerter	7:00am to 5:00pm	Pile Foreman	10		10						
John Wipfler	7:00am to 5:00pm	Pile Driver	10		10						
Mike Mezzetti	7:00am to 5:00pm	Pile Apprentice	10			5	5		1		
Evan Smith	7:00am to 5:00pm	Pile Driver	10		5		5		1		
BALANCED?				70.00	10.00	35.00	15.00	20.00	6.00	0.00	0.00
				-15.00							

MIG Equipment				Outside Rental/Subs		
Equip. #	Hours of Work	Cost Code	Item of Work	Company Name	Description	Qty / \$
		8-813E	26-2606			
380 Komatsu Loader						
Green Vibratory Hammer						
Mantis Crane						
Impact Hammer						
EX 15 308 Excavator	10		10			
165 Manitowoc crane	10	10				

**8C -ALT Pipe Piles  
MIG CORPORATION  
DAILY FIELD REPORT**

Superintendent: Bob Sawyer  
 Day/Date: Wednesday, August 9, 2023  
 Weather: \_\_\_\_\_

MIG Job No. 196 Report No. \_\_\_\_\_  
 Job Name: Wellfleet MA

Deliveries: Rented 10 wheel dump 10 hours hauling rock from pit to jobsite

General Comments/Yield: \_\_\_\_\_  
Install intermediate stone and armor stone in coffercell phase 1B  
complete welding of pier 3 false work

**PRODUCTIONS**

Item	Quantities	Comments

**LABOR/EQUIPMENT**

Employee Name	Start & Finish Time	Class of Work	Hours of Work	Quantities				Per-Diem			
				2-204	8-813E	26-2607	26-2608				
Bob Sawyer	7:00am to 5:00pm	Super	10	10							
Tim Gallant	7:00am to 5:00pm	Operator	10			5	5	1			
Dennis Spellman	7:00am to 5:00pm	Laborer	10			5	5	1			
Peter Emery	7:00am to 5:00pm	Operator	10			3	7	1			
Andy Wingarter	7:00am to 5:00pm	Pile Foreman	10		10						
John Wipfler	7:00am to 5:00pm	Pile Driver	10		10						
Mike Mezzetti	7:00am to 5:00pm	Pile Apprentice	10		10			1			
Evan Smith	7:00am to 5:00pm	Pile Driver	10		10			1			
BALANCED?			70.00	10.00	40.00	13.00	17.00	5.00	0.00	0.00	0.00
			-15.00								

MIG Equipment				Outside Rental/Subs		
Equip. #	Hours of Work	Cost Code Item of Work		Company Name	Description	Qty / \$
		26-2607	26-2608			
Hitachi 210 excavator	10	5	5			
380 Komatsu Loader						
Green Vibratory Hammer						
Mantis Crane						
EX 15 308 Excavator	10	5	5			
Impact Hammer						
Manotwoc 165 Crane						





**Custom Rates**

6190 Powers Ferry Rd, NW-Suite 320  
Atlanta, GA, 30339

TO: Paul Principi MIG Corporation  
 FROM: Elise Gregory  
 Date: 9/10/2015  
 RE: Blue Book Rental Rates

As per your request, EquipmentWatch has calculated the Custom Blue Book Rates for the following equipment. The outlined Custom Blue Book rates are as follows:

Equipment: Manitowoc MLC 165; Acquisition Cost: \$1,480,000.00					
Ownership Rates				Operating Rate	
Monthly	Weekly	Daily	Hourly	Hourly Op. Cost	FHWA Rates
\$42,625.00	\$11,935.00	\$2,985.00	\$450.00	\$77.15	\$319.34

Equipment: Maulis 15010; Acquisition Cost: \$630,000.00					
Ownership Rates				Operating Rate	
Monthly	Weekly	Daily	Hourly	Hourly Op. Cost	FHWA Rates
\$29,490.00	\$8,255.00	\$2,065.00	\$310.00	\$76.20	\$243.76

The above rates are based on standard Blue Book methodology and calculations using an acquisition cost and survey data. No adjustment for age is necessary as the above rates are indexed to the acquisition cost. No regional adjustment has been applied.

If we can be of further assistance please don't hesitate to call us at 800-669-3282.



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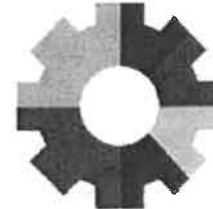
All prices shown in US dollars (\$)

**Rental Rate Blue Book®**

November 18, 2019

**Delmag D19-42**  
Diesel Hammers

Size Class:  
25,000 - 49,999 lb  
Weight:  
8365 lb



**Configuration for D19-42**

Hammer Type **Single Acting** Horsepower **48.0**  
Maximum Rated Energy **43225.0 ft-lb** Power Mode **Diesel**

**Blue Book Rates**

\*\* FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs Hourly USD \$33.36	FHWA Rate** Hourly USD \$82.45
	Monthly	Weekly	Daily	Hourly		
Published Rates	USD \$8,640.00	USD \$2,420.00	USD \$605.00	USD \$91.00		
<b>Adjustments</b>						
Region ( Massachusetts: 103.6%)	USD \$311.04	USD \$87.12	USD \$21.78	USD \$3.28		
Model Year (2000: 89.8%)	(USD \$913.01)	(USD \$255.73)	(USD \$63.93)	(USD \$9.62)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
<b>Total:</b>	<b>USD \$8,038.03</b>	<b>USD \$2,251.39</b>	<b>USD \$562.85</b>	<b>USD \$84.66</b>	<b>USD \$33.36</b>	<b>USD \$79.03</b>

**Non-Active Use Rates**

Standby Rate **Hourly** USD \$23.29  
Idling Rate USD \$52.09

**Rate Element Allocation**

Element	Percentage	Value
Depreciation (ownership)	32%	USD \$2,764.80/mo
Overhaul (ownership)	48%	USD \$4,147.20/mo
CFC (ownership)	9%	USD \$777.60/mo
Indirect (ownership)	10%	USD \$864.00/mo
Fuel (operating) @ USD 3.07	19%	USD \$6.42/hr

Revised Date: 2nd half 2019

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for DONNA SARGENT (dsargent@migcorporation.com)



www.equipmentwatch.com

All prices shown in US dollars (\$)

**Rental Rate Blue Book®**

July 26, 2022

**ICE 28C-350E**  
Vibratory Hammers/Extractors

Size Class:  
100.0 - 149.9 tons  
Weight:  
12425 lbs



**Configuration for 28C-350E**

Horsepower **350.0** Power Mode **Diesel**

**Blue Book Rates**

\*\* FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs Hourly USD \$94.03	FHWA Rate** Hourly USD \$137.13
	Monthly	Weekly	Daily	Hourly		
Published Rates	USD \$7,585.00	USD \$2,125.00	USD \$530.00	USD \$80.00		
<b>Adjustments</b>						
Region ( Massachusetts: 107.2%)	USD \$546.12	USD \$153.00	USD \$38.16	USD \$5.76		
Model Year (2009: 91.33%)	(USD \$704.63)	(USD \$197.41)	(USD \$49.24)	(USD \$7.43)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
<b>Total:</b>	<b>USD \$7,426.49</b>	<b>USD \$2,080.59</b>	<b>USD \$518.92</b>	<b>USD \$78.33</b>	<b>USD \$94.03</b>	<b>USD \$136.23</b>

**Non-Active Use Rates**

	Hourly
Standby Rate	USD \$29.54
Idling Rate	USD \$112.26

**Rate Element Allocation**

Element	Percentage	Value
Depreciation (ownership)	52%	USD \$3,944.20/mo
Overhaul (ownership)	30%	USD \$2,275.50/mo
CFC (ownership)	5%	USD \$379.25/mo
Indirect (ownership)	13%	USD \$986.05/mo
Fuel (operating) @ USD 5.70	75%	USD \$71.06/hr

Revised Date: 3rd quarter 2022

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for KATHERYN GUARTASACA (kguartasaca@migcorporation.com)





www.equipmentwatch.com

All prices shown in US dollars (\$)

July 26, 2022

**Rental Rate Blue Book®**

**Ford SUPER DUTY F-350 XL 4x4 Gas**  
Light Duty Trucks

Size Class:  
2  
Weight:  
N/A



**Configuration for SUPER DUTY F-350 XL 4x4 Gas**

Power Mode: Gasoline  
Model Trim: XL  
Wheelbase: 142 inches  
Gross Vehicle Weight Rating: 10000 Pounds

**Blue Book Rates**

\*\* FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs Hourly USD \$35.68	FHWA Rate** Hourly USD \$48.98
	Monthly	Weekly	Daily	Hourly		
Published Rates	USD \$2,340.00	USD \$655.00	USD \$165.00	USD \$25.00		
<b>Adjustments</b>						
Region ( Massachusetts: 106%)	USD \$140.40	USD \$39.30	USD \$9.90	USD \$1.50		
Model Year (2022: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					USD \$35.68	
<b>Total:</b>	<b>USD \$2,480.40</b>	<b>USD \$694.30</b>	<b>USD \$174.90</b>	<b>USD \$26.50</b>	<b>USD \$35.68</b>	<b>USD \$49.77</b>

**Non-Active Use Rates**

	Hourly
Standby Rate	USD \$7.61
Idling Rate	USD \$40.22

**Rate Element Allocation**

Element	Percentage	Value
Depreciation (ownership)	27%	USD \$631.80/mo
Overhaul (ownership)	46%	USD \$1,076.40/mo
CFC (ownership)	6%	USD \$140.40/mo
Indirect (ownership)	21%	USD \$491.40/mo
Fuel (operating) @ USD 4.88	73%	USD \$26.13/hr

Revised Date: 3rd quarter 2022

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for KATHERYN GUARTASACA (kguartasaca@migcorporation.com)



www.equipmentwatch.com

All prices shown in US dollars (\$)

July 26, 2022

**Rental Rate Blue Book®**

**GMC SIERRA 2500HD SLT 4x2 Gas**  
Light Duty Trucks

Size Class:  
2  
Weight:  
N/A



**Configuration for SIERRA 2500HD SLT 4x2 Gas**

Power Mode **Gasoline** Wheelbase **149.4 Inches**  
Model Trim **SLT** Gross Vehicle Weight Rating **10000 Pounds**

**Blue Book Rates**

\*\* FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs Hourly USD \$35.94	FHWA Rate** Hourly USD \$49.32
	Monthly	Weekly	Daily	Hourly		
Published Rates	USD \$2,355.00	USD \$660.00	USD \$165.00	USD \$25.00		
<b>Adjustments</b>						
Region ( Massachusetts: 1.06%)	USD \$141.30	USD \$39.60	USD \$9.90	USD \$1.50		
Model Year (2022: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (1.00%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
<b>Total:</b>	<b>USD \$2,496.30</b>	<b>USD \$699.60</b>	<b>USD \$174.90</b>	<b>USD \$26.50</b>	<b>USD \$35.94</b>	<b>USD \$50.12</b>

**Non-Active Use Rates**

Standby Rate **Hourly** USD \$7.66  
Idling Rate USD \$40.31

**Rate Element Allocation**

Element	Percentage	Value
Depreciation (ownership)	27%	USD \$635.85/mo
Overhaul (ownership)	46%	USD \$1,083.30/mo
CFC (ownership)	6%	USD \$141.30/mo
Indirect (ownership)	21%	USD \$494.55/mo
Fuel (operating) @ USD 4.88	73%	USD \$26.13/hr

Revised Date: 3rd quarter 2022

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for KATHERYN GUARTASACA (kguertasaca@migcorporation.com)

**8C -ALT Pipe Piles**  
**COST BREAKDOWN**

IB  
8C-ALT

Chequessett Neck Road Bridge Herring River Restoration Project  
 Wellfleet, MA

Contract No: 20120636.A22

**SCOPE**

**24"DIA STL PILE COST BENT #2 (8@65'=520L.F.)**

**LABOR**

Labor Forman	HRS	x	\$ 38.46	/HR	=	\$ -
Laborer	85 HRS	x	\$ 37.46	/HR	=	\$ 3,184.10
Pile Driver Forman	176 HRS	x	\$ 58.42	/HR	=	\$ 10,281.92
Pile Driver	427 HRS	x	\$ 53.11	/HR	=	\$ 22,677.97
Carpenter Forman	HRS	x	\$ 48.12	/HR	=	\$ -
Carpenter	HRS	x	\$ 45.12	/HR	=	\$ -
Operator (Crane)	274 HRS	x	\$ 56.56	/HR	=	\$ 15,497.44
Truck Driver	HRS	x	\$ 65.44	/HR	=	\$ -
Superintendent	0 HRS	x	\$125.00	/HR	#	\$0
<b>SUBTOTAL LABOR</b>						<b>= \$ 51,641.43</b>

**LABOR BENEFITS**

Laborer	85 HRS	x	\$ 28.19	/HR	=	\$ 2,396.15
Holiday Pay-L.F.	0 HRS	x	\$ 2.63	/HR	=	\$ -
Sick Pay-L.F.	0 HRS	x	\$ 2.22	/HR	=	\$ -
Sick Pay-Laborer	85 HRS	x	\$ 2.10	/HR	=	\$ 178.50
Pile Driver	603 HRS	x	\$ 40.12	/HR	=	\$ 24,192.36
Holiday Pay-P.D.F.	176 HRS	x	\$ 3.86	/HR	=	\$ 679.36
Sick Pay-P.D.F.	176 HRS	x	\$ 3.26	/HR	=	\$ 573.76
Sick Pay-Pile Driver	427 HRS	x	\$ 2.96	/HR	=	\$ 1,263.92
Carpenter	0 HRS	x	\$ 33.65	/HR	=	\$ -
Sick Pay-Carp. For.	0 HRS	x	\$ 2.64	/HR	=	\$ -
Sick Pay-Carpenter	0 HRS	x	\$ 2.54	/HR	=	\$ -
Operator	274 HRS	x	\$ 32.56	/HR	=	\$ 8,921.44
Holiday Pay-Operator	274 HRS	x	\$ 3.42	/HR	=	\$ 937.08
Sick Pay-Operator	274 HRS	x	\$ 2.89	/HR	=	\$ 791.86
Truck Driver	0 HRS	x	\$ -	/HR	=	\$ -
Sick Pay-Truck Driver	0 HRS	x	\$ 2.13	/HR	=	\$ -
<b>SUBTOTAL BENEFITS</b>						<b>= \$ 39,934.43</b>

**LABOR BURDEN**

FICA	7.650					
FUTA	0.800					
MUTA	12.690					
W/C	23.760					
G/L	5.520					
Umbrella	3.970					
Medical Leave Act	0.630					
Total Burden	55.020 %	x	51,641.43		=	\$ 28,413.11

**(A) TOTAL LABOR + BENEFITS & BURDEN**

**119,988.97**

**EQUIPMENT**

Excavator	40 HRS	x	\$ 177.70	/HR	=	\$ 7,108.00
Loader-380	10 HRS	x	\$ 101.68	/HR	=	\$ 1,016.80
Pick-up	0 HRS	x	\$ 50.12	/HR	=	\$ -
Crane 15010	73 HRS	x	\$ 243.76	/HR	=	\$ 17,794.48
Crane MLC 165	90 HRS	x	\$ 319.34	/HR	=	\$ 28,740.60
Vibratory Hammer	40 HRS	x	\$ 136.23	/HR	=	\$ 5,449.20
Impact Hammer	35 HRS	x	\$ 79.03	/HR	=	\$ 2,766.05
Utility Vehicle	176 HRS	x	\$ 49.77	/HR	=	\$ 8,759.52
<b>SUBTOTAL EQUIPMENT</b>						<b>= \$ 71,634.65</b>

**(B) TOTAL EQUIPMENT**

**71,634.65**



8C -ALT Pipe Piles

MIG CORPORATION, INC.

ONE ACTON PLACE - SUITE 200 ACTON, MA 01720 - (978) 264-4800 - (978) 264-0123 FAX

PURCHASE ORDER

EMAILED

P.O. No.: 4884

G/L No.: 2

Date: 07/12/23

Job No.: 196

VENDOR

Name: J.D. FIELDS & CO

Job Name: TOWN OF WELLFLEET  
HERRING RIVER RESTORATION PROJECT  
WELLFLEET, MA

Address: 391 WEST WATER STREET  
TAUNTON, MA 02780

Contract: 20120836.A22

Owner: TOWN OF WELLFLEET

Contact Person: JOE ALIBERTI

Ship to Address: 1043 CHEQUESSETT NECK RD  
WELLFLEET, MA 02867

Email: jliberti@jdfields.com

Phone: 508-951-3053

Cell: \_\_\_\_\_

Fax: \_\_\_\_\_

ACCOUNTS PAYABLE: AP@MIGCORPORATION.COM

Sales Tax: Exempt  Taxable: \_\_\_\_\_

MIG Contact Person: BOB SAWYER 978-844-4768  
MATT CASEY 781-2330-8101  
RSAWYER@MIGCORPORATION.COM  
MCASEY@MIGCORPORATION.COM

Exempt No.: 046-001-345

Federal Tax ID# 06-1334342

FOB: Jobsite Freight Prepaid  Ship Via: JDF Approx. Del. Date: 7/24/2023

NOTE: All paperwork must contain P.O. and Job Number

Terms: Net due 30 days from receipt of invoice.

ITEM NO.	QUANTITY	U/M	DESCRIPTION	UNIT PRICE	\$ AMOUNT
8.813A	520	LF	TEMP. STEEL PIPE PILES (RELEASE BENT 2 ONLY) 24" dia. X .625" Wall (unctd) (8 pcs @ 65') 24" dia. Conical points (attached)	\$ 198.75	\$ 103,350.00
	8	EA		\$ 1,500.00	\$ 12,000.00
TOTAL					\$ 115,350.00
<p>-ALL MATERIALS SHALL CONFORM TO THE TOWN OF WELLFLEET MA PLANS AND SPECIFICATIONS, AND BY EXTENSION, BE IN CONFORMANCE WITH MASSDOT STANDARD SPECIFICATIONS 2022 EDITION</p> <p>-ALL REQUIRED SUBMITTALS AND MATERIAL CERTIFICATIONS TO BE SUBMITTED FOR APPROVAL BEFORE FINAL PAYMENT IS MADE.</p>					

VENDOR

This Purchase Order must be executed and returned to Buyer within ten (10) days after the date it was mailed to the Vendor, and, in the event that it is not returned, Vendor agrees to be bound by its terms at the election of Buyer.

MIG CORPORATION, INC.

Accepted By: \_\_\_\_\_ Approved By: Donald G. Voghel

Date: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_ Title: Chief Executive Officer

KINDLY SIGN AND RETURN ~ MIG WILL RETURN ONE EXECUTED COPY

MIG Corporation, Inc. is an equal opportunity employer and does not discriminate on the basis of race, color, religious creed, national origin, ancestry, sex, gender identity, age, handicap (disability), mental illness, retaliation, sexual harassment, sexual orientation, genetics, active military or any other characteristic protected by federal, state, and local law.

When applicable, Supplier or Vendor, during the fulfillment of this Order, agrees to comply with the provisions of applicable laws and regulations governing equal employment opportunity and affirmative action.

# 8D2/8E2 - ALT Abutment/Bent Cap Rebar

## COST BREAKDOWN

11B (8D2-ALT)  
(8E2-ALT)

**Chequessett Neck Road Bridge Herring River Restoration Project**  
Wellfleet, MA  
Contract No: 20120636.A22

**SCOPE**

**REBAR - BLACK-EPOXY COST DIFFERENCE**

**LABOR**

Labor Forman	HRS	x	\$	38.46	/HR	=	\$	-	
Laborer	HRS	x	\$	37.46	/HR	=	\$	-	
Pile Driver Forman	HRS	x	\$	58.42	/HR	=	\$	-	
Pile Driver	HRS	x	\$	53.11	/HR	=	\$	-	
Carpenter Forman	HRS	x	\$	48.12	/HR	=	\$	-	
Carpenter	HRS	x	\$	45.12	/HR	=	\$	-	
Operator	HRS	x	\$	56.56	/HR	=	\$	-	
Truck Driver	HRS	x	\$	65.44	/HR	=	\$	-	
Superintendent	HRS	x	\$	125.00	/HR	=	\$	-	
<b>SUBTOTAL LABOR</b>							<b>=</b>	<b>\$</b>	<b>-</b>

**LABOR BENEFITS**

Laborer	0 HRS	x	\$	28.19	/HR	=	\$	-
Holiday Pay-L.F.	0 HRS	x	\$	2.63	/HR	=	\$	-
Sick Pay-L.F.	0 HRS	x	\$	2.22	/HR	=	\$	-
Sick Pay-Laborer	0 HRS	x	\$	2.10	/HR	=	\$	-
Pile Driver	0 HRS	x	\$	40.12	/HR	=	\$	-
Holiday Pay-P.D.F.	0 HRS	x	\$	3.86	/HR	=	\$	-
Sick Pay-P.D.F.	0 HRS	x	\$	3.26	/HR	=	\$	-
Sick Pay-Pile Driver	0 HRS	x	\$	2.96	/HR	=	\$	-
Carpenter	0 HRS	x	\$	33.65	/HR	=	\$	-
Sick Pay-Carp. For.	0 HRS	x	\$	2.64	/HR	=	\$	-
Sick Pay-Carpenter	0 HRS	x	\$	2.54	/HR	=	\$	-
Operator	0 HRS	x	\$	32.56	/HR	=	\$	-
Holiday Pay-Operator	0 HRS	x	\$	3.42	/HR	=	\$	-
Sick Pay-Operator	0 HRS	x	\$	2.89	/HR	=	\$	-
Truck Driver	0 HRS	x	\$	-	/HR	=	\$	-
Sick Pay-Truck Driver	0 HRS	x	\$	2.13	/HR	=	\$	-

**SUBTOTAL BENEFITS = \$ -**

**LABOR BURDEN**

FICA	7.650							
FUTA	0.800							
MUTA	12.690							
W/C	23.760							
G/L	5.520							
Umbrella	3.970							
Medical Leave Act	0.630							
<b>Total Burden</b>	<b>55.020 %</b>	<b>x</b>		<b>0.00</b>		<b>=</b>	<b>\$</b>	<b>-</b>

**(A) TOTAL LABOR + BENEFITS & BURDEN 0.00**

**EQUIPMENT**

Excavator	HRS	x	\$	177.70	/HR	=	\$	-
Loader-380	HRS	x	\$	101.68	/HR	=	\$	-
Pick-up	HRS	x	\$	50.12	/HR	=	\$	-
Crane 15010	HRS	x	\$	243.76	/HR	=	\$	-
Crane MLC 165	HRS	x	\$	319.34	/HR	=	\$	-
Vibratory Hammer	HRS	x	\$	136.23	/HR	=	\$	-
Impact Hammer	HRS	x	\$	79.03	/HR	=	\$	-
Utility Vehicle	HRS	x	\$	49.77	/HR	=	\$	-

**SUBTOTAL EQUIPMENT = \$ -**

**(B) TOTAL EQUIPMENT 0.00**

## 8D2/8E2 - ALT Abutment/Bent Cap Rebar

**MATERIALS:**

	QTY	UNIT	AMOUNT			
Black-Epoxy difference	16358	lbs	x \$ 0.22	=	\$	3,598.76
		LS	x	=	\$	-
		BAG	x	=	\$	-
		TON	x	=	\$	-
		CY	x	=	\$	-
		CM	x \$ -	=	\$	-
		CM	x \$ -	=	\$	-
		CM	x \$ -	=	\$	-
		CM	x \$ -	=	\$	-
		SUBTOTAL MATERIALS		=	\$	3,598.76

**(C) TOTAL MATERIALS 3,598.76**

**SUBCONTRACTOR**

**OUTSIDE RENTAL/MISCELLANEOUS:**

	QTY	UNIT	AMOUNT			
Per Diem		DAY	x \$ 40.00	=	\$	-
Housing		DAY	x \$ 200.00	=	\$	-
		DY	x \$ -	=	\$	-
		EA	x \$ -	=	\$	-
		EA	x \$ -	=	\$	-
		EA	x \$ -	=	\$	-
		EA	x \$ -	=	\$	-
		EA	x \$ -	=	\$	-
		SUBTOTAL SUBCONTRACTORS		=	\$	-

**(D) TOTAL SUBCONTRACTOR 0.00**

<b>(E)</b>	<b>COSTS FROM ABOVE (A+B+C)</b>	<b>\$ 3,598.76</b>
<b>(F)</b>	<b>15% PROFIT (A+B+C) x 15%</b>	<b>\$ 539.81</b>
<b>(G)</b>	<b>SUBTOTAL (D)</b>	<b>\$ -</b>
<b>(H)</b>	<b>5% PROFIT (on D)</b>	<b>\$ -</b>
<b>(I)</b>	<b>SUBTOTAL (A thru D)</b>	<b>\$ 4,138.57</b>
<b>(J)</b>	<b>BOND (1.2%) (I x 1.2%)</b>	<b>\$ 49.66</b>
<b>(K)</b>	<b>TOTAL FOR EXTRA WORK (I +J)</b>	<b>\$ 4,188.24</b>

Total Cost = \$4,188.24  
 Cost Per Pound = \$0.26

8D2/8E2 - ALT Abutment/Bent Cap Rebar



WBE-Certified  
Massachusetts

March 10, 2023

TO: Don Voghel  
MIG Corporation

FROM: Kristin Kershaw

SUBJECT: Herring River Restoration, Wellfleet, MA

ORIGINAL  
DESIGN

REVISED  
\$60/##

100% of the Following Pricing is Eligible for WBE Participation

Reinf. steel, Grade 60 – A615 & A775, cut, bent, bundled, tagged and delivered with setting plans:

Temporary Bypass Bridge (Gr. 60 – A615):

\$7604<sup>80</sup>

\$299,436.00 (168.1 tons, approx.)

\$1,358.00/ton (5.6 tons, approx.)

340 Sets, #4 BarSplice Epoxy DBS @ Cut-Off Walls/Operator Platform/Barrier Walls/Piers  
88 Sets, #5 BarSplice Epoxy DBS @ Barrier Walls  
132 Sets, #6 BarSplice Epoxy DBS @ Abutments/Piers  
124 Sets, #7 BarSplice Epoxy DBS @ Abutments

\$20,376.00

250 SF, 6 x 6 W2.9/W2.9, A884, sheets @ Canoe & Kayak Portage Structures:

\$375.00

6,975 LF, 1" – 6 1/2" Supports @ Platform/Approach Slabs/Deck/Abutments/Ftgs/Structures:

\$8,187.00

Qualifications: Mesh lap 1.5 sq; dowel bar subs estimated at the following construction joints: abutment walls, cut-off wall with abutment, grade beam with barrier wall, operator support wall with abutment, pier walls

INCLUDES: Bridge – Piles, Abutments, Wingwalls, Cut-Off Walls, Approach Slabs, Operator Platform, Barrier Walls, Planter Walls, Piers, Deck, Gate Panel Footings, Scour Slabs, CT-T12 Barrier, Spandrels; Site Work - Sidewalk Transition, Pile Caps, Canoe & Kayak Portage Structures, Conc. Stairways, Stair Retaining Walls; Temporary Bypass Bridge – Abutments, Piers

EXCLUDES: CID, Smooth Bars, Added Bars Not Shown, Accessories U.N.O, Supports For On Grade Reinforcement, Page 87 of 87 (not provided), Prestressed Beams (by others), Any Rebar Coming From Prestressed Beams to Bridge Concrete Deck and vice versa, Gate Panel (precast), Highway Guardrail Transition (precast), Any Item Not Listed Above, Dayton Superior Type F57 Inserts

Drawings: Combined Set of Civil, Structural, Electrical & Specs, dated July 2022; Addenda 1 – 3; Temporary Bridge drawings, dated February 2023

Pricing is valid for 5 days and based on 11 deliveries prior to 7/31/23; please add \$60.00/ton and 6% for WWF/Supports each 6 months thereafter. Additional deliveries at \$800.00 each.

Sincerely,

Kristin

rebars & mesh, inc.



196  
8-806.1  
2



## CHANGE ORDER AUTHORIZATION #1 REV 1

To: Don Voghel From: Tiffany Douglas  
 Customer: MIG Project: Herring River  
 Date: 7/17/23 Date Required on Job: TBD

Don Voghel has authorized rebars & mesh, Inc. to supply the material listed below which is EXTRA to this Contract (Project manager)  
**IN THE TEMPORARY BYPASS BRIDGE PIER 1 & 3 DIMENSIONS AND ELEVATIONS ARE REVISED PER THE NEW CONTRACT DWG RECEIVED 07-13-23. ALL BARS CHANGED FROM UNCOATED BARS TO EPOXY COATED BARS PER MAIL INSTRUCTION RECEIVED ON 07-13-23.**

The additional material has caused a net:

Weight	11,626	LBS - A775
Cost	\$9,213.00	
Detaining	\$125.00	
Freight	\$800.00	If Shipping Alone
<b>TOTAL</b>	<b>\$10,138.00</b>	

**WE CANNOT PROCEED WITH THIS MATERIAL UNTIL WRITTEN AUTHORIZATION OF THIS CHANGE ORDER IS RECEIVED**

The terms and conditions of our original contract shall apply. Please sign below and return to our office so that we may proceed with this order.

Project Manager Signature: *[Signature]* Date: 8/18/23  
 Please Print Name: Don Voghel Date: 8/18/23

Delivery 8/31/23

$(P_{123}) + (ABUTS) = \$ 14,607$   
 $(\#1) + (\#2) = 11,626 \text{ lbs} + 4732 = 16,358 \text{ lbs} -$   
 $\$ 0.90 \text{ \$/ft.}$



## CHANGE ORDER AUTHORIZATION #2 REV 1

To: Don Voghel From: Tiffany Douglas  
Customer: MIG Project: Herring River  
Date: 8/18/23 Date Required on Job: TBD

**Don Voghel** has authorized rebars & mesh, Inc. to supply the material listed below which is EXTRA to this Contract (Project manager)

**Abutment Footings Added at Temp. Bypass Bridge and Piers Revised per 7/31/23 drawings**

The additional material has caused a net:

Weight	4,732
Cost	\$3,742.00
70ea 3" SBU ( 350LF ) Epoxy	\$427.00
Detailing	\$300.00
Freight	- Based on delivery with contract material
<b>TOTAL</b>	<b>\$4,469.00</b>

**WE CANNOT PROCEED WITH THIS MATERIAL UNTIL WRITTEN AUTHORIZATION OF THIS CHANGE ORDER IS RECEIVED**

The terms and conditions of our original contract shall apply. Please sign below and return to our office so that we may proceed with this order.

Project Manager Signature:

Date:

\_\_\_\_\_

\_\_\_\_\_

Please Print Name:

Date:

\_\_\_\_\_

\_\_\_\_\_

**1A Leaching Basin**  
**COST BREAKDOWN**

III - (1A)

Chequessett Neck Road Bridge Herring River Restoration Project  
Wellfleet, MA  
Contract No: 20120636.A22

**SCOPE**

**LEACHING BASIN-6'DIA(3 EACH)**

**LABOR**

Labor Forman	18 HRS	x	\$ 38.46	/HR	=	\$ 692.28
Laborer	36 HRS	x	\$ 37.46	/HR	=	\$ 1,348.56
Pile Driver Forman	HRS	x	\$ 58.42	/HR	=	\$ -
Pile Driver	HRS	x	\$ 53.11	/HR	=	\$ -
Carpenter Forman	HRS	x	\$ 48.12	/HR	=	\$ -
Carpenter	HRS	x	\$ 45.12	/HR	=	\$ -
Operator	36 HRS	x	\$ 56.56	/HR	=	\$ 2,036.16
Truck Driver	HRS	x	\$ 65.44	/HR	=	\$ -
Superintendent	18 HRS	x	\$125.00	/HR	=	\$3,000
SUBTOTAL LABOR					=	\$ 7,077.00

**LABOR BENEFITS**

Laborer	54 HRS	x	\$ 28.19	/HR	=	\$ 1,522.26
Holiday Pay-L.F.	18 HRS	x	\$ 2.63	/HR	=	\$ 47.34
Sick Pay-L.F.	18 HRS	x	\$ 2.22	/HR	=	\$ 39.96
Sick Pay-Laborer	36 HRS	x	\$ 2.10	/HR	=	\$ 75.60
Pile Driver	0 HRS	x	\$ 40.12	/HR	=	\$ -
Holiday Pay-P.D.F.	0 HRS	x	\$ 3.86	/HR	=	\$ -
Sick Pay-P.D.F.	0 HRS	x	\$ 3.26	/HR	=	\$ -
Sick Pay-Pile Driver	0 HRS	x	\$ 2.96	/HR	=	\$ -
Carpenter	0 HRS	x	\$ 33.65	/HR	=	\$ -
Sick Pay-Carp. For.	0 HRS	x	\$ 2.64	/HR	=	\$ -
Sick Pay-Carpenter	0 HRS	x	\$ 2.54	/HR	=	\$ -
Operator	36 HRS	x	\$ 32.56	/HR	=	\$ 1,172.16
Holiday Pay-Operator	36 HRS	x	\$ 3.42	/HR	=	\$ 123.12
Sick Pay-Operator	36 HRS	x	\$ 2.89	/HR	=	\$ 104.04
Truck Driver	0 HRS	x	\$ -	/HR	=	\$ -
Sick Pay-Truck Driver	0 HRS	x	\$ 2.13	/HR	=	\$ -

SUBTOTAL BENEFITS = \$ 3,084.48

**LABOR BURDEN**

FICA	7.650					
FUTA	0.800					
MUTA	12.690					
W/C	23.760					
G/L	5.520					
Umbrella	3.970					
Medical Leave Act	0.630					
Total Burden	55.020 %	x	7,077.00		=	\$ 3,893.77

**(A) TOTAL LABOR + BENEFITS & BURDEN**

**14,055.25**

**EQUIPMENT**

Excavator	18 HRS	x	\$ 177.70	/HR	=	\$ 3,198.60
Loader-380	18 HRS	x	\$ 101.68	/HR	=	\$ 1,830.24
Pick-up	18 HRS	x	\$ 50.12	/HR	=	\$ 902.16
Crane 15010	HRS	x	\$ 243.76	/HR	=	\$ -
Crane MLC 165	HRS	x	\$ 319.34	/HR	=	\$ -
Vibratory Hammer	HRS	x	\$ 136.23	/HR	=	\$ -
Trench Box	18 HRS	x	\$ 25.00	/HR	=	\$ 450.00
Utility Vehicle	18 HRS	x	\$ 49.77	/HR	=	\$ 895.86

SUBTOTAL EQUIPMENT = \$ 7,276.86

**(B) TOTAL EQUIPMENT**

**7,276.86**

# 1A Leaching Basin

**MATERIALS:**

	QTY	UNIT	AMOUNT			
Precast Leach Basin	3	EA	x \$ 700.00	=	\$	2,100.00
Crushed Stone	30	Ton	x \$ 41.00	=	\$	1,230.00
Filter Fabric	1	Roll	x \$ 650.00	=	\$	650.00
Frame & Grate	3	Ea	x \$ 430.00	=	\$	1,290.00
Mortar Mix	27	Bag	x \$ 15.50	=	\$	418.50
		CM	x \$ -	=	\$	-
		CM	x \$ -	=	\$	-
		CM	x \$ -	=	\$	-
		CM	x \$ -	=	\$	-
<b>SUBTOTAL MATERIALS</b>				<b>=</b>	<b>\$</b>	<b>5,688.50</b>

**(C) TOTAL MATERIALS**

**5,688.50**

**SUBCONTRACTOR**

**OUTSIDE RENTAL/MISCELLANEOUS:**

	QTY	UNIT	AMOUNT			
Per Diem	6	DAY	x \$ 40.00	=	\$	240.00
Housing	6	DAY	x \$ 200.00	=	\$	1,200.00
		DY	x \$ -	=	\$	-
		EA	x \$ -	=	\$	-
		EA	x \$ -	=	\$	-
		EA	x \$ -	=	\$	-
		EA	x \$ -	=	\$	-
		EA	x \$ -	=	\$	-
<b>SUBTOTAL SUBCONTRACTORS</b>				<b>=</b>	<b>\$</b>	<b>1,440.00</b>

**(D) TOTAL SUBCONTRACTOR**

**1,440.00**

<b>(E)</b>	<b>COSTS FROM ABOVE (A+B+C)</b>	<b>\$</b>	<b>27,020.61</b>
<b>(F)</b>	<b>15% PROFIT (A+B+C) x 15%</b>	<b>\$</b>	<b>4,053.09</b>
<b>(G)</b>	<b>SUBTOTAL (D)</b>	<b>\$</b>	<b>1,440.00</b>
<b>(H)</b>	<b>5% PROFIT (on D)</b>	<b>\$</b>	<b>72.00</b>
<b>(I)</b>	<b>SUBTOTAL (A thru D)</b>	<b>\$</b>	<b>32,585.70</b>
<b>(J)</b>	<b>BOND (1.2%) (I x 1.2%)</b>	<b>\$</b>	<b>391.03</b>
<b>(K)</b>	<b>TOTAL FOR EXTRA WORK (I +J)</b>	<b>\$</b>	<b>32,976.72</b>

Total Cost= \$32,976.72

Cost Per Each = \$10,992.24

# 1A Leaching Basin

## MIG CORPORATION, INC.

ONE ACTON PLACE - SUITE 200 ACTON, MA 01720 - (978) 264-4800 - (978) 264-0123 FAX

### PURCHASE ORDER

P.O. No.: <u>4955</u>	G/L No.: <u>2</u>
Date: <u>10/11/23</u>	Job No.: <u>196</u>
<b>VENDOR</b>	
Name: <u>PUTNAM PIPE</u>	Job Name: <u>TOWN OF WELLFLEET</u>
Address: <u>86 ELM ST.</u>	<u>HERRING RIVER RESTORATION</u>
<u>HOPKINTON, MA 01748</u>	<u>WELLFLEET, MA</u>
Email: <u>JHARTJR@PUTNAMPIPE.COM</u>	Contract: <u>20120636.A22</u>
Contact Person: <u>JIM HART</u>	Owner: <u>TOWN OF WELLFLEET</u>
Phone: <u>508-435-3090</u>	Ship to Address: <u>MIG CORPORATION</u>
Direct: <u>508-204-2780</u>	<u>1100 CHEQUESSETT NECK RD</u>
	<u>WELLFLEET, MA 02667</u>
Sales Tax: Exempt <input checked="" type="checkbox"/> Taxable: <input type="checkbox"/>	ACCOUNTS PAYABLE: <u>AP@MIGCORPORATION.COM</u>
Exempt No.: <u>046-001-345</u>	MIG Contact Person: <u>BOB SAWYER 978-844-4768</u>
Federal Tax ID# <u>06-1334342</u>	<u>BSAWYER@MIGCORPORATION.COM</u>
FOB: <input checked="" type="checkbox"/> Freight Prepaid <input checked="" type="checkbox"/> Ship Via: <u>PUTNAM</u>	Approx. Del. Date: <u>TBD</u>

NOTE: All paperwork must contain P.O. and Job Number

Terms: **Net due 30 days from receipt of invoice.**

ITEM NO.	QUANTITY	U/M	DESCRIPTION	UNIT PRICE	\$ AMOUNT
EWO #3	1	LS	TEMPORARY BRIDGE DRAINAGE - LEACHING BASINS	----	----
	1	EA	24" CB FRAME 4 FLG 24X4	\$ 206.5230	\$ 206.52
	1	EA	24 CB GRATE	\$ 279.2205	\$ 279.22
	2	EA	24" MH FRAME	\$ 201.0690	\$ 402.14
	2	EA	24" MH COVER DRAIN	\$ 201.0690	\$ 402.14
8-803.C	1	LS	TEMP. BRIDGE CATCH BASIN FRAME & GRATE	----	----
	1	EA	24" CB FRAME 4 FLG 24X4	\$ 206.5230	\$ 206.52
	1	EA	24 CB GRATE	\$ 279.2205	\$ 279.22
31-3101.B	1	LS	CB HOOD	----	----
	8	EA	HOOD - TRAP ASSEMBLY	\$ 330.0840	\$ 2,640.67
31-3101.C	1	LS	CATCH BASIN FRAME & GRATE	----	----
	8	EA	24" CB FRAME 4 FLG 24X4	\$ 206.5230	\$ 1,652.18
	8	EA	24 CB GRATE	\$ 279.2205	\$ 2,233.76
31-3102.B	1	LS	DRAIN MANHOLES FRAME & COVER	----	----
	1	EA	24" MH FRAME 4 FLG 24X4	\$ 201.0690	\$ 201.07
	1	EA	24 MH COVER	\$ 201.0690	\$ 201.07
31-3103.C	1	LS	OIL&GRIT SEPARATORS FRAME & COVER	----	----
	12	EA	24" MH FRAME 4 FLG 24X4	\$ 201.0690	\$ 2,412.83
	12	EA	24 MH COVER	\$ 201.0690	\$ 2,412.83
<b>TOTAL</b>					<b>\$ 13,530.18</b>

\$1,290.02 / 3500 = 430.00

**VENDOR**

This Purchase Order must be executed and returned to Buyer within ten (10) days after the date it was mailed to the Vendor, and, in the event that it is not returned, Vendor agrees to be bound by its terms at the election of Buyer.

**MIG CORPORATION, INC.**

Accepted By: _____	Approved By: _____ Donald G. Voghel
Date: _____	Date: _____
Title: _____	Title: _____ Chief Executive Officer

KINDLY SIGN AND RETURN ~ MIG WILL RETURN ONE EXECUTED COPY

MIG Corporation, Inc. is an equal opportunity employer and does not discriminate on the basis of race, color, religious creed, national origin, ancestry, sex, gender identity, age, handicap (disability), mental illness, retaliation, sexual harassment, sexual orientation, genetics, active military or any other characteristic protected by federal, state, and local law.  
When applicable, Supplier or Vendor, during the fulfillment of this Order, agrees to comply with the provisions of applicable laws and regulations governing equal employment opportunity and affirmative action.

**1A Leaching Basin  
MIG CORPORATION, INC.**

ONE ACTON PLACE - SUITE 200 ACTON, MA 01720 - (978) 264-4800 - (978) 264-0123 FAX

**PURCHASE ORDER**

P.O. No.:	<u>4945</u>	G/L No.:	<u>2</u>
Date	<u>10/04/23</u>	Job No.:	<u>196</u>
<b>VENDOR</b>		Job Name:	<u>TOWN OF WELLFLEET</u>
Name:	<u>MBO PRECAST</u>		<u>HERRING RIVER RESTORATION PROJECT</u>
Address:	<u>4 MARION DR</u>		<u>WELLFLEET, MA</u>
	<u>CARVER, MA 02330</u>	Contract:	<u>2012D636,A22</u>
Contact Person:	<u>DAN MAHONEY</u>	Owner:	<u>TOWN OF WELLFLEET</u>
Email:	<u>DAN@MBOPRECAST.COM</u>	Ship to Address:	<u>1043 CHEQUESSETT NECK RD</u> <u>WELLFLEET, MA 02667</u>
Phone:	<u>508-866-6900</u>		
Cell:	<u>508-958-6973</u>		
Fax:	<u>508-866-5252</u>	ACCOUNTS PAYABLE:	<u>AP@MIGCORPORATION.COM</u>

Sales Tax:	Exempt <input checked="" type="checkbox"/> Taxable: _____	MIG Contact Person:	_____
Exempt No.:	<u>046-001-345</u>		<u>BOB SAWYER 978-844-4768</u>
Federal Tax ID#	<u>06-1334342</u>		<u>BSAWYER@MIGCORPORATION.COM</u>

FOB:  Freight Prepaid  Ship Via: MBO Approx. Del. Date: TBD

**NOTE: All paperwork must contain P.O. and Job Number** **Terms: Net due 30 days from receipt of invoice.**

ITEM NO.	QUANTITY	U/M	DESCRIPTION	UNIT PRICE	\$ AMOUNT
EWO #3	1	LS	TEMPORARY BRIDGE DRAINAGE		
	3	EA	6x4 H2O Drywell	\$ 700.0000	\$ 2,100.00
			<b>TOTAL</b>		<b>\$ 2,100.00</b>
<p><b>INCLUDED:</b> Delivery, Shop drawings.</p> <p align="center">-ALL MATERIALS SHALL CONFORM TO THE TOWN OF WELLFLEET MA PLANS AND SPECIFICATIONS, AND BY EXTENSION, BE IN CONFORMANCE WITH MASSDOT STANDARD SPECIFICATIONS 2022 EDITION -ALL REQUIRED SUBMITTALS AND MATERIAL CERTIFICATIONS TO BE SUBMITTED FOR APPROVAL BEFORE FINAL PAYMENT IS MADE.</p>					

<b>VENDOR</b>		<b>MIG CORPORATION, INC.</b>
<p><small>This Purchase Order must be executed and returned to Buyer within ten (10) days after the date it was mailed to the Vendor, and, in the event that it is not returned, Vendor agrees to be bound by its terms at the direction of Buyer.</small></p>		Approved By: _____
Accepted By: _____	Date: _____	Donald G. Voghel
Title: _____		Chief Executive Officer

KINDLY SIGN AND RETURN - MIG WILL RETURN ONE EXECUTED COPY

*MIG Corporation, Inc. is an equal opportunity employer and does not discriminate on the basis of race, color, religious creed, national origin, ancestry, sex, gender identity, age, handicap (disability), mental illness, retaliation, sexual harassment, sexual orientation, genetics, active military or any other characteristic protected by federal, state, and local law.*

*When applicable, Supplier or Vendor, during the fulfillment of this Order, agrees to comply with the provisions of applicable laws and regulations governing equal employment opportunity and affirmative action.*

# 1A Leaching Basin

## MIG CORPORATION, INC.

ONE ACTON PLACE - SUITE 200 ACTON, MA 01720 - (978) 264-4800 - (978) 264-0123 FAX

### PURCHASE ORDER

P.O. No.: <u>4836</u>	G/L No.: <u>2</u>
Date: <u>4/20/2023</u>	Job No.: <u>196</u>
<b>VENDOR</b>	
Name: <u>US CONSTRUCTION FABRICS</u>	Job Name: <u>TOWN OF WELLFLEET</u>
Address: <u>8 LEDGE RD.</u>	<u>HERRING RIVER RESTORATION</u>
<u>WINDHAM, NH 03087</u>	<u>WELLFLEET, MA</u>
Email: <u>CFODEN@USCONSTRUCTIONFABRICS.COM</u>	Contract: <u>20120636.A22</u>
Contact Person: <u>CHRIS FODEN</u>	Owner: <u>TOWN OF WELLFLEET</u>
Phone: <u>603-893-5480</u>	Ship to Address: <u>1100 CHEQUESSETT NECK RD</u>
Fax: _____	<u>WELLFLEET, MA 02667</u>
Direct: <u>603-858-4276</u>	ACCOUNTS PAYABLE: <u>AP@MIGCORPORATION.COM</u>
Sales Tax: Exempt <input checked="" type="checkbox"/> Taxable: _____	MIG Contact: <u>BOB SAWYER 978-844-4768</u>
Exempt No.: <u>046-001-345</u>	Person: <u>RSAWYER@MIGCORPORATION.COM</u>
Federal Tax ID# <u>06-1334342</u>	

FOB:  Freight Prepaid  Ship Via: USCF Approx. Del. Date: ASAP

**NOTE: All paperwork must contain P.O. and Job Number** **Terms: Net due 30 days from receipt of invoice.**

ITEM NO.	QUANTITY	U/M	DESCRIPTION	UNIT PRICE	\$ AMOUNT
26-2600	1	LS	STONE REVETMENT SLOPE PROTECTION		
25-2501	4	EA	Filter Fabric Harborside -SKAPS GT-180 NW 15'X300' (500 SY)	\$ 605.00	\$ 2,420.00
26-2600	1	LS	SOIL FILLED STONE ARMOR & CHANNEL		
26-2601	4	EA	Filter Fabric Slopes Riverside - SKAPS GT-180 NW 15'X300' (500 SY)	\$ 605.00	\$ 2,420.00
26-2605	12	EA	Filter Fabric Channel - SKAPS GT-180 NW 15'X300' (500 SY)	\$ 605.00	\$ 7,260.00
	1	LS	SHIPPING & HANDLING (per delivery)	\$ 150.00	\$ 150.00
<b>TOTAL</b>					<b>\$ 12,250.00</b>

- ALL MATERIALS SHALL CONFORM TO MASSDOT PLANS, STANDARD SPECIFICATIONS AND CONTRACT SPECIAL PROVISIONS.  
- ALL REQUIRED SUBMITTALS AND MATERIAL CERTIFICATIONS TO BE SUBMITTED FOR APPROVAL BEFORE FINAL PAYMENT IS MADE.

**VENDOR**  
 This Purchase Order must be executed and returned to Buyer within ten (10) days after the date it was mailed to the Vendor, and, in the event that it is not returned, Vendor agrees to be bound by its terms at the discretion of Buyer.

**MIG CORPORATION, INC.**

Approved By: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Title: Chief Executive Officer

Accepted By: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Title: \_\_\_\_\_

Kindly Sign and Return Both Copies; MIG will return one executed copy.

*MIG Corporation, Inc. is an equal opportunity employer and does not discriminate on the basis of race, color, religious creed, national origin, ancestry, sex, gender identity, age, handicap (disability), mental illness, retaliation, sexual harassment, sexual orientation, genetics, active military or any other characteristic protected by federal, state, and local law.*

*When applicable, Supplier or Vendor, during the fulfillment of this Order, agrees to comply with the provisions of applicable laws and regulations governing equal employment opportunity and affirmative action.*



# 1A Leaching Basin

## MIG CORPORATION, INC.

ONE ACTON PLACE - SUITE 200 ACTON, MA 01720 - (978) 264-4800 - (978) 264-0123 FAX

### PURCHASE ORDER

P.O. No: <u>4764</u>	G/L No.: <u>2</u>
Date: <u>2/7/2023</u>	Job No.: <u>196</u>
VENDOR	
Name: <u>CAPE COD AGGREGATE</u>	Job Name: <u>TOWN OF WELLFLEET</u>
Address: <u>1550 PHINNEY'S LANE</u>	<u>HERRING RIVER RESTORATION</u>
<u>BARNSTABLE, MA 02830</u>	<u>WELLFLEET, MA</u>
Email: <u>DAVE@CAPECODAGG.COM</u>	Contract: <u>20120636.A22</u>
Contact Person: <u>DAVE PETERSON</u>	Owner: <u>TOWN OF WELLFLEET</u>
Phone: <u>508-775-3716</u>	Ship to Address: <u>1100 CHEQUESSETT NECK RD</u>
Fax: <u>508-790-3227</u>	<u>WELLFLEET, MA 02667</u>
Direct: <u>774-694-1670</u>	ACCOUNTS PAYABLE: <u>AP@MIGCORPORATION.COM</u>
Sales Tax: Exempt <input checked="" type="checkbox"/> Taxable: <input type="checkbox"/>	MIG Contact: <u>BOB SAWYER 978-844-4768</u>
Exempt No.: <u>046-001-345</u>	Person: <u>RSAWYER@MIGCORPORATION.COM</u>
Federal Tax ID#: <u>06-1334342</u>	

FOB:  Freight Prepaid  Ship Via: CC AGG. Approx. Del. Date: TBD

NOTE: All paperwork must contain P.O. and Job Number Terms: Net due 30 days from receipt of invoice.

ITEM NO.	QUANTITY	U/M	DESCRIPTION	UNIT PRICE	AMOUNT
6-600	1	LS	TEMPORARY EROSION CONTROL & SEDIMENTATION CONTROL		
	50	TN	3/4" Crushed Stone	\$ 21.00	\$ 1,050.00
	50	TN	Delivery - Tractor Trailer	\$ 20.00	\$ 1,000.00
8-802	1	LS	EARTHEN FILL FOR ROADWAY APPROACHES		
	3,300	CY	Gravel Borrow - 3" Minus	\$ 24.00	\$ 79,200.00
8-804	3,300	CY	Delivery - Tractor Trailer	\$ 15.75	\$ 51,975.00
	1	LS	FULL DEPTH PAVEMENT RECONSTRUCTION		
8-804.A	200	CY	Gravel Borrow - 2" Minus	\$ 24.00	\$ 4,800.00
	200	CY	Delivery - Tractor Trailer	\$ 15.75	\$ 3,150.00
11-1137	1	LS	PLANTER STRUCTURAL BACKFILL		
11-1137.I	600	CY	Gravel Borrow - 2" Minus	\$ 24.00	\$ 14,400.00
	600	CY	Delivery - Tractor Trailer	\$ 15.75	\$ 9,450.00
15-1500	1	LS	GRAVEL BORROW - STRUCTURAL BACKFILL		
15-1501	1,140	CY	Gravel Borrow - 2" Minus	\$ 24.00	\$ 27,360.00
	1,140	CY	Delivery - Tractor Trailer	\$ 15.75	\$ 17,955.00
17-1700	1	LS	FULL DEPTH PAVEMENT RECONSTRUCTION		
17-1701	555	CY	Gravel Borrow - 2" Minus	\$ 24.00	\$ 13,320.00
	555	CY	Delivery - Tractor Trailer	\$ 15.75	\$ 8,741.25
17-1702	500	TN	1-1/2" Dense Grade	\$ 16.00	\$ 8,000.00
	500	TN	Delivery - Tractor Trailer	\$ 20.00	\$ 10,000.00
20-2000	1	LS	CONCRETE WATER ACCESS STRUCTURES		
20-2003	400	CY	Gravel Borrow - 3" Minus	\$ 24.00	\$ 9,600.00
20-2003	400	CY	Delivery - Tractor Trailer	\$ 15.75	\$ 6,300.00
21-2100	1	LS	WATER ACCESS PARKING AREA & PATHWAY		
21-2103.A	330	TN	1-1/2" Dense Grade	\$ 16.00	\$ 5,280.00
21-2103.B	33	TN	1-1/2" Dense Grade	\$ 16.00	\$ 528.00
23-2300	363	TN	Delivery - Tractor Trailer	\$ 20.00	\$ 7,260.00
	1	LS	CONCRETE SIDEWALKS		
23-2302	25	CY	Gravel Borrow - 2" Minus	\$ 24.00	\$ 600.00
	25	CY	Delivery - Tractor Trailer	\$ 15.75	\$ 393.75
<b>TOTAL</b>					<b>\$ 280,363.00</b>

ACTUAL QUANTITIES TO BE DETERMINED IN THE FIELD  
PO BASED ON MATERIAL APPROVAL BY THE ENGINEER

- ALL MATERIALS SHALL CONFORM TO MASSDOT PLANS,  
STANDARD SPECIFICATIONS AND CONTRACT SPECIAL PROVISIONS.  
- ALL REQUIRED SUBMITTALS AND MATERIAL CERTIFICATIONS TO BE  
SUBMITTED FOR APPROVAL BEFORE FINAL PAYMENT IS MADE.

**VENDOR**  
This Purchase Order must be executed and returned to Buyer within ten (10) days after the date it was mailed to the Vendor, and, in the event that it is not returned, Vendor agrees to be bound by its terms at the election of Buyer.

**MIG CORPORATION, INC.**

Approved By: \_\_\_\_\_  
Date: \_\_\_\_\_  
Title: \_\_\_\_\_

Donald G. Voghel  
Chief Executive Officer

Kindly Sign and Return Both Copies; MIG will return one executed copy.

MIG Corporation, Inc. is an equal opportunity employer and does not discriminate on the basis of race, color, religious creed, national origin, ancestry, sex, gender identity, age, handicap (disability), mental illness, retaliation, sexual harassment, sexual orientation, genetics, active military or any other characteristic protected by federal, state, and local law.

When applicable, Supplier or Vendor, during the fulfillment of this Order, agrees to comply with the provisions of applicable laws and regulations governing equal employment opportunity and affirmative action.

41 09/408



**1B Drain Basin  
COST BREAKDOWN**

III - (1B)

**Chequessett Neck Road Bridge Herring River Restoration Project  
Wellfleet, MA  
Contract No: 20120636.A22**

**SCOPE**

**24"DRAIN BASIN W/ CASTING**

**LABOR**

Labor Forman	2 HRS	x	\$ 38.46	/HR	=	\$ 76.92
Laborer	4 HRS	x	\$ 37.46	/HR	=	\$ 149.84
Pile Driver Forman	HRS	x	\$ 58.42	/HR	=	\$ -
Pile Driver	HRS	x	\$ 53.11	/HR	=	\$ -
Carpenter Forman	HRS	x	\$ 48.12	/HR	=	\$ -
Carpenter	HRS	x	\$ 45.12	/HR	=	\$ -
Operator	4 HRS	x	\$ 56.56	/HR	=	\$ 226.24
Truck Driver	HRS	x	\$ 65.44	/HR	=	\$ -
Superintendent	2 HRS	x	\$125.00	/HR	#	\$500
<b>SUBTOTAL LABOR</b>						<b>= \$ 953.00</b>

**LABOR BENEFITS**

Laborer	6 HRS	x	\$ 28.19	/HR	=	\$ 169.14
Holiday Pay-L.F.	2 HRS	x	\$ 2.63	/HR	=	\$ 5.26
Sick Pay-L.F.	2 HRS	x	\$ 2.22	/HR	=	\$ 4.44
Sick Pay-Laborer	4 HRS	x	\$ 2.10	/HR	=	\$ 8.40
Pile Driver	0 HRS	x	\$ 40.12	/HR	=	\$ -
Holiday Pay-P.D.F.	0 HRS	x	\$ 3.86	/HR	=	\$ -
Sick Pay-P.D.F.	0 HRS	x	\$ 3.26	/HR	=	\$ -
Sick Pay-Pile Driver	0 HRS	x	\$ 2.96	/HR	=	\$ -
Carpenter	0 HRS	x	\$ 33.65	/HR	=	\$ -
Sick Pay-Carp. For.	0 HRS	x	\$ 2.64	/HR	=	\$ -
Sick Pay-Carpenter	0 HRS	x	\$ 2.54	/HR	=	\$ -
Operator	4 HRS	x	\$ 32.56	/HR	=	\$ 130.24
Holiday Pay-Operator	4 HRS	x	\$ 3.42	/HR	=	\$ 13.68
Sick Pay-Operator	4 HRS	x	\$ 2.89	/HR	=	\$ 11.56
Truck Driver	0 HRS	x	\$ -	/HR	=	\$ -
Sick Pay-Truck Driver	0 HRS	x	\$ 2.13	/HR	=	\$ -
<b>SUBTOTAL BENEFITS</b>						<b>= \$ 342.72</b>

**LABOR BURDEN**

FICA	7.650					
FUTA	0.800					
MUTA	12.690					
W/C	23.760					
G/L	5.520					
Umbrella	3.970					
Medical Leave Act	0.630					
Total Burden	55.020 %	x	953.00		=	\$ 524.34

**(A) TOTAL LABOR + BENEFITS & BURDEN**

**1,820.06**

**EQUIPMENT**

Excavator	2 HRS	x	\$ 177.70	/HR	=	\$ 355.40
Loader-380	2 HRS	x	\$ 101.68	/HR	=	\$ 203.36
Pick-up	2 HRS	x	\$ 50.12	/HR	=	\$ 100.24
Crane 15010	HRS	x	\$ 243.76	/HR	=	\$ -
Crane MLC 165	HRS	x	\$ 319.34	/HR	=	\$ -
Vibratory Hammer	HRS	x	\$ 136.23	/HR	=	\$ -
Impact Hammer	HRS	x	\$ 79.03	/HR	=	\$ -
Utility Vehicle	2 HRS	x	\$ 49.77	/HR	=	\$ 99.54
<b>SUBTOTAL EQUIPMENT</b>						<b>= \$ 758.54</b>

**(B) TOTAL EQUIPMENT**

**758.54**

# 1B Drain Basin

**MATERIALS:**

	QTY	UNIT		AMOUNT		
24" Drain Basin-w/casting	1	EA	x	\$ 2,763.90	=	\$ 2,763.90
Mortar Mix	2	EA	x	\$ 15.50	=	\$ 31.00
Mortar Mix	4	BAG	x	\$ 15.50	=	\$ 62.00
Crushed Stone	2	TON	x	\$ 41.00	=	\$ 82.00
		CM	x	\$ -	=	\$ -
		CM	x	\$ -	=	\$ -
		CM	x	\$ -	=	\$ -
		CM	x	\$ -	=	\$ -
		CM	x	\$ -	=	\$ -
				SUBTOTAL MATERIALS	=	\$ 2,938.90

**(C) TOTAL MATERIALS** **2,938.90**

**SUBCONTRACTOR**

**OUTSIDE RENTAL/MISCELLANEOUS:**

	QTY	UNIT		AMOUNT		
Per Diem	1	DAY	x	\$ 40.00	=	\$ 40.00
Housing	1	DAY	x	\$ 200.00	=	\$ 200.00
		DY	x	\$ -	=	\$ -
		EA	x	\$ -	=	\$ -
		EA	x	\$ -	=	\$ -
		EA	x	\$ -	=	\$ -
		EA	x	\$ -	=	\$ -
		EA	x	\$ -	=	\$ -
				SUBTOTAL SUBCONTRACTORS	=	\$ 240.00

**(D) TOTAL SUBCONTRACTOR** **240.00**

<b>(E)</b>	<b>COSTS FROM ABOVE (A+B+C)</b>	<b>\$</b>	<b>5,517.50</b>
<b>(F)</b>	<b>15% PROFIT (A+B+C) x 15%</b>	<b>\$</b>	<b>827.63</b>
<b>(G)</b>	<b>SUBTOTAL (D)</b>	<b>\$</b>	<b>240.00</b>
<b>(H)</b>	<b>5% PROFIT (on D)</b>	<b>\$</b>	<b>12.00</b>
<b>(I)</b>	<b>SUBTOTAL (A thru D)</b>	<b>\$</b>	<b>6,597.13</b>
<b>(J)</b>	<b>BOND (1.2%) (I x 1.2%)</b>	<b>\$</b>	<b>79.17</b>
<b>(K)</b>	<b>TOTAL FOR EXTRA WORK (I +J)</b>	<b>\$</b>	<b>6,676.29</b>

Total Cost = \$6,676.29  
 Cost Per Each = \$6,676.29

# 1B Drain Basin

## MIG CORPORATION, INC.

ONE ACTON PLACE - SUITE 200 ACTON, MA 01720 - (978) 264-4800 - (978) 264-0123 FAX

### PURCHASE ORDER

P.O. No.: <u>4957</u>	G/L No.: <u>2</u>
Date: <u>10/12/23</u>	Job No.: <u>196</u>
VENDOR	
Name: <u>PUTNAM PIPE</u>	Job Name: <u>TOWN OF WELLFLEET</u>
Address: <u>88 ELM ST.</u>	<u>HERRING RIVER RESTORATION PROJECT</u>
<u>HOPKINTON, MA 01748</u>	<u>WELLFLEET, MA</u>
Contact Person: <u>JIM HART</u>	Contract: <u>20120636,A22</u>
Email: <u>JHARTJR@PUTNAMPIPE.COM</u>	Owner: <u>TOWN OF WELLFLEET</u>
Phone: <u>508-435-3090</u>	Ship to Address: <u>1043 CHEQUESSETT NECK RD</u>
Cell: <u>508-204-2780</u>	<u>WELLFLEET, MA 02667</u>
Fax: _____	ACCOUNTS PAYABLE: <u>AP@MIGCORPORATION.COM</u>
Sales Tax Exempt <input checked="" type="checkbox"/> Taxable: _____	MIG Contact Person: <u>BOB SAWYER 978-844-4768</u>
Exempt No.: <u>046-001-345</u>	<u>RSAWYER@MIGCORPORATION.COM</u>
Federal Tax ID# <u>06-1334342</u>	
FOB: <input checked="" type="checkbox"/> Freight Prepaid <input checked="" type="checkbox"/> Ship Via: <u>PUTNAM</u>	Approx. Del. Date: <u>ASAP</u>

**NOTE: All paperwork must contain P.O. and Job Number** **Terms: Net due 30 days from receipt of invoice.**

ITEM NO.	QUANTITY	U/M	DESCRIPTION	UNIT PRICE	\$ AMOUNT
EWO #3	1	LS	TEMPORARY BRIDGE DRAINAGE	-----	-----
	42	FT	6X2.5 Duraslot 13.5' Long. Slot 12.5-14.25 Grate to Invert( 3 EA )	\$ 104,6760	\$ 4,396.39
	3	EA	6" Duraslot coupling 0691DS	\$ 104,6760	\$ 314.03
	3	EA	6" Duraslot cap 0693DS	\$ 74,7760	\$ 224.33
	3	EA	6" Duraslot adapt w/anchor 0696D	\$ 130,8710	\$ 392.61
	8-803.A	1	EA	CATCH BASIN	-----
	1	EA	24 Nyloplast inline drain. 2824AG5 (Rim EL. 20' - 10" Invert EL. 16.63') Including Frame & Grate	\$ 2,763 9000	\$ 2,763.90
<b>TOTAL</b>					<b>\$ 8,091.26</b>
<p>Item 8-803.A includes frame &amp; grate. Delete Item 8-803.C frame &amp; grate from PO4955</p> <p style="text-align: center;">-ALL MATERIALS SHALL CONFORM TO THE TOWN OF WELLFLEET MA PLANS AND SPECIFICATIONS, AND BY EXTENSION, BE IN CONFORMANCE WITH MASSDOT STANDARD SPECIFICATIONS 2022 EDITION -ALL REQUIRED SUBMITTALS AND MATERIAL CERTIFICATIONS TO BE SUBMITTED FOR APPROVAL BEFORE FINAL PAYMENT IS MADE</p>					

**VENDOR**

This Purchase Order must be executed and returned to Buyer within ten (10) days after the date it was mailed to the Vendor, and, in the event that it is not returned, Vendor agrees to be bound by its terms at the election of Buyer.

**MIG CORPORATION, INC.**

Accepted By: _____	Approved By: <u>Donald G. Voghel</u>
Date: _____	Date: _____
Title: _____	Title: <u>Chief Executive Officer</u>

KINDLY SIGN AND RETURN ~ MIG WILL RETURN ONE EXECUTED COPY

*MIG Corporation, Inc. is an equal opportunity employer and does not discriminate on the basis of race, color, religious creed, national origin, ancestry, sex, gender identity, age, handicap (disability), mental illness, retaliation, sexual harassment, sexual orientation, genetics, active military or any other characteristic protected by federal, state, and local law.*

*When applicable, Supplier or Vendor, during the fulfillment of this Order, agrees to comply with the provisions of applicable laws and regulations governing equal employment opportunity and affirmative action.*

**1C Pile Tips**  
**COST BREAKDOWN**

III  
1C

Chequessett Neck Road Bridge Herring River Restoration Project  
Wellfleet, MA  
Contract No: 20120636.A22

**SCOPE**

**PILE TIPS-24"(PREATTACHED) - 24 EACH**

**LABOR**

Labor Forman	HRS	x	\$ 38.46	/HR	=	\$ -
Laborer	HRS	x	\$ 37.46	/HR	=	\$ -
Pile Driver Forman	0 HRS	x	\$ 58.42	/HR	=	\$ -
Pile Driver	0 HRS	x	\$ 53.11	/HR	=	\$ -
Carpenter Forman	HRS	x	\$ 48.12	/HR	=	\$ -
Carpenter	HRS	x	\$ 45.12	/HR	=	\$ -
Operator (Crane)	0 HRS	x	\$ 56.56	/HR	=	\$ -
Truck Driver	HRS	x	\$ 65.44	/HR	=	\$ -
Superintendent	0 HRS	x	\$125.00	/HR	#	-
SUBTOTAL LABOR					=	\$ -

**LABOR BENEFITS**

Laborer	0 HRS	x	\$ 28.19	/HR	=	\$ -
Holiday Pay-L.F.	0 HRS	x	\$ 2.63	/HR	=	\$ -
Sick Pay-L.F.	0 HRS	x	\$ 2.22	/HR	=	\$ -
Sick Pay-Laborer	0 HRS	x	\$ 2.10	/HR	=	\$ -
Pile Driver	0 HRS	x	\$ 40.12	/HR	=	\$ -
Holiday Pay-P.D.F.	0 HRS	x	\$ 3.86	/HR	=	\$ -
Sick Pay-P.D.F.	0 HRS	x	\$ 3.26	/HR	=	\$ -
Sick Pay-Pile Driver	0 HRS	x	\$ 2.96	/HR	=	\$ -
Carpenter	0 HRS	x	\$ 33.65	/HR	=	\$ -
Sick Pay-Carp. For.	0 HRS	x	\$ 2.64	/HR	=	\$ -
Sick Pay-Carpenter	0 HRS	x	\$ 2.54	/HR	=	\$ -
Operator	0 HRS	x	\$ 32.56	/HR	=	\$ -
Holiday Pay-Operator	0 HRS	x	\$ 3.42	/HR	=	\$ -
Sick Pay-Operator	0 HRS	x	\$ 2.89	/HR	=	\$ -
Truck Driver	0 HRS	x	\$ -	/HR	=	\$ -
Sick Pay-Truck Driver	0 HRS	x	\$ 2.13	/HR	=	\$ -
SUBTOTAL BENEFITS					=	\$ -

**LABOR BURDEN**

FICA	7.650					
FUTA	0.800					
MUTA	12.690					
W/C	23.760					
G/L	5.520					
Umbrella	3.970					
Medical Leave Act	0.630					
Total Burden	55.020 %	x	0.00	=	\$ -	

**(A) TOTAL LABOR + BENEFITS & BURDEN**

**0.00**

**EQUIPMENT**

Excavator	0 HRS	x	\$ 177.70	/HR	=	\$ -
Loader-380	0 HRS	x	\$ 101.68	/HR	=	\$ -
Pick-up	0 HRS	x	\$ 50.12	/HR	=	\$ -
Crane 15010	0 HRS	x	\$ 243.76	/HR	=	\$ -
Crane MLC 165	0 HRS	x	\$ 319.34	/HR	=	\$ -
Vibratory Hammer	0 HRS	x	\$ 136.23	/HR	=	\$ -
Impact Hammer	0 HRS	x	\$ 79.03	/HR	=	\$ -
Utility Vehicle	0 HRS	x	\$ 49.77	/HR	=	\$ -
SUBTOTAL EQUIPMENT					=	\$ -

**(B) TOTAL EQUIPMENT**

**0.00**



**1D Pile Cut Off**  
**COST BREAKDOWN**

III (1D)

**Chequessett Neck Road Bridge Herring River Restoration Project**  
**Wellfleet, MA**  
**Contract No: 20120636.A22**

**SCOPE**

**SUBAQUEOUS PILE CUT-OFF/STONE INFILL(24EA)**

**LABOR**

Labor Forman	HRS	x	\$ 38.46	/HR	=	\$ -
Laborer	HRS	x	\$ 37.46	/HR	=	\$ -
Pile Driver Forman	32 HRS	x	\$ 58.42	/HR	=	\$ 1,869.44
Pile Driver	64 HRS	x	\$ 53.11	/HR	=	\$ 3,399.04
Carpenter Forman	HRS	x	\$ 48.12	/HR	=	\$ -
Carpenter	HRS	x	\$ 45.12	/HR	=	\$ -
Operator (Crane/Loader)	48 HRS	x	\$ 56.56	/HR	=	\$ 2,714.88
Truck Driver	HRS	x	\$ 65.44	/HR	=	\$ -
Superintendent	32 HRS	x	\$125.00	/HR	#	\$4,000
<b>SUBTOTAL LABOR</b>						<b>= \$ 11,983.36</b>

**LABOR BENEFITS**

Laborer	0 HRS	x	\$ 28.19	/HR	=	\$ -
Holiday Pay-L.F.	0 HRS	x	\$ 2.63	/HR	=	\$ -
Sick Pay-L.F.	0 HRS	x	\$ 2.22	/HR	=	\$ -
Sick Pay-Laborer	0 HRS	x	\$ 2.10	/HR	=	\$ -
Pile Driver	96 HRS	x	\$ 40.12	/HR	=	\$ 3,851.52
Holiday Pay-P.D.F.	32 HRS	x	\$ 3.86	/HR	=	\$ 123.52
Sick Pay-P.D.F.	32 HRS	x	\$ 3.26	/HR	=	\$ 104.32
Sick Pay-Pile Driver	64 HRS	x	\$ 2.96	/HR	=	\$ 189.44
Carpenter	0 HRS	x	\$ 33.65	/HR	=	\$ -
Sick Pay-Carp. For.	0 HRS	x	\$ 2.64	/HR	=	\$ -
Sick Pay-Carpenter	0 HRS	x	\$ 2.54	/HR	=	\$ -
Operator	48 HRS	x	\$ 32.56	/HR	=	\$ 1,562.88
Holiday Pay-Operator	48 HRS	x	\$ 3.42	/HR	=	\$ 164.16
Sick Pay-Operator	48 HRS	x	\$ 2.89	/HR	=	\$ 138.72
Truck Driver	0 HRS	x	\$ -	/HR	=	\$ -
Sick Pay-Truck Driver	0 HRS	x	\$ 2.13	/HR	=	\$ -
<b>SUBTOTAL BENEFITS</b>						<b>= \$ 6,134.56</b>

**LABOR BURDEN**

FICA	7.650					
FUTA	0.800					
MUTA	12.690					
W/C	23.760					
G/L	5.520					
Umbrella	3.970					
Medical Leave Act	0.630					
Total Burden	55.020 %	x	11,983.36		=	\$ 6,593.24

**(A) TOTAL LABOR + BENEFITS & BURDEN**

**24,711.16**

**EQUIPMENT**

Excavator	HRS	x	\$ 177.70	/HR	=	\$ -
Loader-380	16 HRS	x	\$ 101.68	/HR	=	\$ 1,626.88
Pick-up	32 HRS	x	\$ 50.12	/HR	=	\$ 1,603.84
Crane 15010	HRS	x	\$ 243.76	/HR	=	\$ -
Crane MLC 165	32 HRS	x	\$ 319.34	/HR	=	\$ 10,218.88
Vibratory Hammer	HRS	x	\$ 136.23	/HR	=	\$ -
Impact Hammer	HRS	x	\$ 79.03	/HR	=	\$ -
Utility Vehicle	32 HRS	x	\$ 49.77	/HR	=	\$ 1,592.64
<b>SUBTOTAL EQUIPMENT</b>						<b>= \$ 15,042.24</b>

**(B) TOTAL EQUIPMENT**

**15,042.24**



**1E Keeper Beams**  
**COST BREAKDOWN**

III - (1E)

**Chequessett Neck Road Bridge Herring River Restoration Project**  
**Wellfleet, MA**  
**Contract No: 20120636.A22**

**SCOPE**

**W6X20 KEEPER BEAMS(16EA)**

**LABOR**

Labor Forman	HRS	x	\$	38.46	/HR	=	\$	-
Laborer	HRS	x	\$	37.46	/HR	=	\$	-
Pile Driver Forman	HRS	x	\$	58.42	/HR	=	\$	-
Pile Driver	HRS	x	\$	53.11	/HR	=	\$	-
Carpenter Forman	16 HRS	x	\$	48.12	/HR	=	\$	769.92
Carpenter	16 HRS	x	\$	45.12	/HR	=	\$	721.92
Operator (Crane0	8 HRS	x	\$	56.56	/HR	=	\$	452.48
Truck Driver	HRS	x	\$	65.44	/HR	=	\$	-
Superintendent	16 HRS	x	\$125.00	/HR	#	=	\$	\$2,000
<b>SUBTOTAL LABOR</b>								<b>= \$ 3,944.32</b>

**LABOR BENEFITS**

Laborer	0 HRS	x	\$	28.19	/HR	=	\$	-
Holiday Pay-L.F.	0 HRS	x	\$	2.63	/HR	=	\$	-
Sick Pay-L.F.	0 HRS	x	\$	2.22	/HR	=	\$	-
Sick Pay-Laborer	0 HRS	x	\$	2.10	/HR	=	\$	-
Pile Driver	0 HRS	x	\$	40.12	/HR	=	\$	-
Holiday Pay-P.D.F.	0 HRS	x	\$	3.86	/HR	=	\$	-
Sick Pay-P.D.F.	0 HRS	x	\$	3.26	/HR	=	\$	-
Sick Pay-Pile Driver	0 HRS	x	\$	2.96	/HR	=	\$	-
Carpenter	32 HRS	x	\$	33.65	/HR	=	\$	1,076.80
Sick Pay-Carp. For.	16 HRS	x	\$	2.64	/HR	=	\$	42.24
Sick Pay-Carpenter	16 HRS	x	\$	2.54	/HR	=	\$	40.64
Operator	8 HRS	x	\$	32.56	/HR	=	\$	260.48
Holiday Pay-Operator	8 HRS	x	\$	3.42	/HR	=	\$	27.36
Sick Pay-Operator	8 HRS	x	\$	2.89	/HR	=	\$	23.12
Truck Driver	0 HRS	x	\$	-	/HR	=	\$	-
Sick Pay-Truck Driver	0 HRS	x	\$	2.13	/HR	=	\$	-
<b>SUBTOTAL BENEFITS</b>								<b>= \$ 1,470.64</b>

**LABOR BURDEN**

FICA	7.650							
FUTA	0.800							
MUTA	12.690							
W/C	23.760							
G/L	5.520							
Umbrella	3.970							
Medical Leave Act	0.630							
Total Burden	55.020 %	x		3,944.32	=	\$	2,170.16	

**(A) TOTAL LABOR + BENEFITS & BURDEN**

**7,585.12**

**EQUIPMENT**

Excavator	HRS	x	\$	177.70	/HR	=	\$	-
Loader-380	2 HRS	x	\$	101.68	/HR	=	\$	203.36
Pick-up	16 HRS	x	\$	50.12	/HR	=	\$	801.92
Crane 15010	8 HRS	x	\$	243.76	/HR	=	\$	1,950.08
Crane MLC 165	HRS	x	\$	319.34	/HR	=	\$	-
Vibratory Hammer	HRS	x	\$	136.23	/HR	=	\$	-
Impact Hammer	HRS	x	\$	79.03	/HR	=	\$	-
Utility Vehicle	16 HRS	x	\$	49.77	/HR	=	\$	796.32
<b>SUBTOTAL EQUIPMENT</b>								<b>= \$ 3,751.68</b>

**(B) TOTAL EQUIPMENT**

**3,751.68**



## 1E Keeper Beams

**MATERIALS:**

	QTY	UNIT	AMOUNT			
W6X20 Steel Beams(4')	1280	lbs	x \$ 1.00	=	\$	1,280.00
		LS	x	=	\$	-
		EA	x \$ -	=	\$	-
		LF	x \$ -	=	\$	-
		CM	x \$ -	=	\$	-
		CM	x \$ -	=	\$	-
		CM	x \$ -	=	\$	-
		CM	x \$ -	=	\$	-
		CM	x \$ -	=	\$	-
		CM	x \$ -	=	\$	-
		SUBTOTAL MATERIALS		=	\$	1,280.00

**(C) TOTAL MATERIALS** **1,280.00**

**SUBCONTRACTOR**

**OUTSIDE RENTAL/MISCELLANEOUS:**

	QTY	UNIT	AMOUNT			
Per Diem	6	DAY	x \$ 40.00	=	\$	240.00
Housing	6	DAY	x \$ 200.00	=	\$	1,200.00
		DY	x	=	\$	-
		HR	x	=	\$	-
		EA	x \$ -	=	\$	-
		EA	x \$ -	=	\$	-
		EA	x \$ -	=	\$	-
		EA	x \$ -	=	\$	-
		SUBTOTAL SUBCONTRACTORS		=	\$	1,440.00

**(D) TOTAL SUBCONTRACTOR** **1,440.00**

<b>(E)</b>	<b>COSTS FROM ABOVE (A+B+C)</b>	<b>\$</b>	<b>12,616.80</b>
<b>(F)</b>	<b>15% PROFIT (A+B+C) x 15%</b>	<b>\$</b>	<b>1,892.52</b>
<b>(G)</b>	<b>SUBTOTAL (D)</b>	<b>\$</b>	<b>1,440.00</b>
<b>(H)</b>	<b>5% PROFIT (on D)</b>	<b>\$</b>	<b>72.00</b>
<b>(I)</b>	<b>SUBTOTAL (A thru D)</b>	<b>\$</b>	<b>16,021.33</b>
<b>(J)</b>	<b>BOND (1.2%) (I x 1.2%)</b>	<b>\$</b>	<b>192.26</b>
<b>(K)</b>	<b>TOTAL FOR EXTRA WORK (I +J)</b>	<b>\$</b>	<b>16,213.58</b>

Total Cost = \$16,213.58  
 Cost Per Each=\$1,013.49

**1F Steel Pile Plates  
COST BREAKDOWN**

III - (1F)

**Chequessett Neck Road Bridge Herring River Restoration Project  
Wellfleet, MA  
Contract No: 20120636.A22**

**SCOPE**

**30"x30" PILE CAP PLATES (24 EACH)**

**LABOR**

Labor Forman	HRS	x	\$	38.46	/HR	=	\$	-
Laborer	HRS	x	\$	37.46	/HR	=	\$	-
Pile Driver Forman	24 HRS	x	\$	58.42	/HR	=	\$	1,402.08
Pile Driver	24 HRS	x	\$	53.11	/HR	=	\$	1,274.64
Carpenter Forman	HRS	x	\$	48.12	/HR	=	\$	-
Carpenter	HRS	x	\$	45.12	/HR	=	\$	-
Operator (Crane)	10 HRS	x	\$	56.56	/HR	=	\$	565.60
Truck Driver	HRS	x	\$	65.44	/HR	=	\$	-
Superintendent	24 HRS	x	\$	125.00	/HR	=	\$	3,000
<b>SUBTOTAL LABOR</b>								<b>= \$ 6,242.32</b>

**LABOR BENEFITS**

Laborer	0 HRS	x	\$	28.19	/HR	=	\$	-
Holiday Pay-L.F.	0 HRS	x	\$	2.63	/HR	=	\$	-
Sick Pay-L.F.	0 HRS	x	\$	2.22	/HR	=	\$	-
Sick Pay-Laborer	0 HRS	x	\$	2.10	/HR	=	\$	-
Pile Driver	48 HRS	x	\$	40.12	/HR	=	\$	1,925.76
Holiday Pay-P.D.F.	24 HRS	x	\$	3.86	/HR	=	\$	92.64
Sick Pay-P.D.F.	24 HRS	x	\$	3.26	/HR	=	\$	78.24
Sick Pay-Pile Driver	24 HRS	x	\$	2.96	/HR	=	\$	71.04
Carpenter	0 HRS	x	\$	33.65	/HR	=	\$	-
Sick Pay-Carp. For.	0 HRS	x	\$	2.64	/HR	=	\$	-
Sick Pay-Carpenter	0 HRS	x	\$	2.54	/HR	=	\$	-
Operator	10 HRS	x	\$	32.56	/HR	=	\$	325.60
Holiday Pay-Operator	10 HRS	x	\$	3.42	/HR	=	\$	34.20
Sick Pay-Operator	10 HRS	x	\$	2.89	/HR	=	\$	28.90
Truck Driver	0 HRS	x	\$	-	/HR	=	\$	-
Sick Pay-Truck Driver	0 HRS	x	\$	2.13	/HR	=	\$	-
<b>SUBTOTAL BENEFITS</b>								<b>= \$ 2,556.38</b>

**LABOR BURDEN**

FICA	7.650							
FUTA	0.800							
MUTA	12.690							
W/C	23.760							
G/L	5.520							
Umbrella	3.970							
Medical Leave Act	0.630							
Total Burden	55.020 %	x		6,242.32		=	\$	3,434.52

**(A) TOTAL LABOR + BENEFITS & BURDEN**

**12,233.22**

**EQUIPMENT**

Excavator	HRS	x	\$	177.70	/HR	=	\$	-
Loader-380	2 HRS	x	\$	101.68	/HR	=	\$	203.36
Pick-up	24 HRS	x	\$	50.12	/HR	=	\$	1,202.88
Crane 15010	8 HRS	x	\$	243.76	/HR	=	\$	1,950.08
Crane MLC 165	HRS	x	\$	319.34	/HR	=	\$	-
Vibratory Hammer	HRS	x	\$	136.23	/HR	=	\$	-
Impact Hammer	HRS	x	\$	79.03	/HR	=	\$	-
Utility Vehicle	24 HRS	x	\$	49.77	/HR	=	\$	1,194.48
<b>SUBTOTAL EQUIPMENT</b>								<b>= \$ 4,550.80</b>

**(B) TOTAL EQUIPMENT**

**4,550.80**



1F Steel Pile Plates

MIG CORPORATION, INC.

ONE ACTON PLACE - SUITE 200 ACTON, MA 01720 - (978) 264-4800 - (978) 264-0123 FAX

PURCHASE ORDER

P.O. No.: 4910 G/L No.: 2  
 Date: 08/17/23 Job No.: 196  
**VENDOR**  
 Name: KW STEEL STRUCTURES Job Name: TOWN OF WELLFLEET  
 Address: 20 TOWNSEND ROAD HERRING RIVER RESTORATION  
ATTLEBORO, MA 02703 WELLFLEET, MA  
 Email: HWEBSTER@KWSTEELSTRUCTURES.COM Contract: 20120636.A22  
 Owner: TOWN OF WELLFLEET  
 Contact Person: HARRY WEBSTER Ship to Address: 1100 CHEQUESSETT NECK RD  
WELLFLEET, MA 02667  
 Phone: 857-342-7834  
 Cell: 603-781-3230 ACCOUNTS PAYABLE: AP@MIGCORPORATION.COM  
 Sales Tax: Exempt  Taxable:  MIG Contact Person: BOB SAWYER 978-844-4768  
RSAWYER@MIGCORPORATION.COM  
 Exempt No.: 046-001-345

Federal Tax ID# 06-1334342  
 FOB:  Freight Prepaid  Ship Via: KW Approx. Del. Date: 8/29/2023

NOTE: All paperwork must contain P.O. and Job Number Terms: Net due 30 days from receipt of invoice.

ITEM NO.	QUANTITY	U/M	DESCRIPTION	UNIT PRICE	\$ AMOUNT
EW-1	----	----	TEMP BRIDGE REDESIGN	----	----
	24	EA	30" x 30" x 1" A-36 Steel Plates For 24" Pipe Piles	\$ 387.50	\$ 9,300.00
			<b>TOTAL</b>		<b>\$ 9,300.00</b>
			<u>Inclusions:</u> Delivery		
			- ALL MATERIALS SHALL CONFORM TO MASSDOT PLANS, STANDARD SPECIFICATIONS AND CONTRACT SPECIAL PROVISIONS. -ALL REQUIRED SUBMITTALS AND MATERIAL CERTIFICATIONS TO BE SUBMITTED FOR APPROVAL BEFORE FINAL PAYMENT IS MADE.		

**VENDOR**  
 This Purchase Order must be executed and returned to Buyer within ten (10) days after the date it was mailed to the Vendor, and, in the event that it is not returned, Vendor agrees to be bound by its terms at the election of Buyer.  
**MIG CORPORATION, INC.**  
 Accepted By: \_\_\_\_\_ Approved By: \_\_\_\_\_  
 Date: \_\_\_\_\_ Date: \_\_\_\_\_  
 Title: \_\_\_\_\_ Title: Chief Executive Officer  
Donald G. Voghel

KINDLY SIGN AND RETURN ~ MIG WILL RETURN ONE EXECUTED COPY

MIG Corporation, Inc. is an equal opportunity employer and does not discriminate on the basis of race, color, religious creed, national origin, ancestry, sex, gender identity, age, handicap (disability), mental illness, retaliation, sexual harassment, sexual orientation, genetics, active military or any other characteristic protected by federal, state, and local law.  
 When applicable, Supplier or Vendor, during the fulfillment of this Order, agrees to comply with the provisions of applicable laws and regulations governing equal employment opportunity and affirmative action.

**1G Slotted Cross Drain  
COST BREAKDOWN**

III (1G)

**Chequessett Neck Road Bridge Herring River Restoration Project  
Wellfleet, MA  
Contract No: 20120636.A22**

**SCOPE**

**6" SLOTTED DRAIN DRAINS(4 EA)**

**LABOR**

Labor Forman	8 HRS	x	\$ 38.46	/HR	=	\$ 307.68
Laborer	32 HRS	x	\$ 37.46	/HR	=	\$ 1,198.72
Pile Driver Forman	HRS	x	\$ 58.42	/HR	=	\$ -
Pile Driver	HRS	x	\$ 53.11	/HR	=	\$ -
Carpenter Forman	8 HRS	x	\$ 48.12	/HR	=	\$ 384.96
Carpenter	16 HRS	x	\$ 45.12	/HR	=	\$ 721.92
Operator	32 HRS	x	\$ 56.56	/HR	=	\$ 1,809.92
Truck Driver	HRS	x	\$ 65.44	/HR	=	\$ -
Superintendent	16 HRS	x	\$125.00	/HR	#	\$2,000
<b>SUBTOTAL LABOR</b>					<b>=</b>	<b>\$ 6,423.20</b>

**LABOR BENEFITS**

Laborer	40 HRS	x	\$ 28.19	/HR	=	\$ 1,127.60
Holiday Pay-L.F.	8 HRS	x	\$ 2.63	/HR	=	\$ 21.04
Sick Pay-L.F.	8 HRS	x	\$ 2.22	/HR	=	\$ 17.76
Sick Pay-Laborer	32 HRS	x	\$ 2.10	/HR	=	\$ 67.20
Pile Driver	0 HRS	x	\$ 40.12	/HR	=	\$ -
Holiday Pay-P.D.F.	0 HRS	x	\$ 3.86	/HR	=	\$ -
Sick Pay-P.D.F.	0 HRS	x	\$ 3.26	/HR	=	\$ -
Sick Pay-Pile Driver	0 HRS	x	\$ 2.96	/HR	=	\$ -
Carpenter	24 HRS	x	\$ 33.65	/HR	=	\$ 807.60
Sick Pay-Carp. For.	8 HRS	x	\$ 2.64	/HR	=	\$ 21.12
Sick Pay-Carpenter	16 HRS	x	\$ 2.54	/HR	=	\$ 40.64
Operator	32 HRS	x	\$ 32.56	/HR	=	\$ 1,041.92
Holiday Pay-Operator	32 HRS	x	\$ 3.42	/HR	=	\$ 109.44
Sick Pay-Operator	32 HRS	x	\$ 2.89	/HR	=	\$ 92.48
Truck Driver	0 HRS	x	\$ -	/HR	=	\$ -
Sick Pay-Truck Driver	0 HRS	x	\$ 2.13	/HR	=	\$ -
<b>SUBTOTAL BENEFITS</b>					<b>=</b>	<b>\$ 3,346.80</b>

**LABOR BURDEN**

FICA	7.650					
FUTA	0.800					
MUTA	12.690					
W/C	23.760					
G/L	5.520					
Umbrella	3.970					
Medical Leave Act	0.630					
Total Burden	55.020 %	x	6,423.20		=	\$ 3,534.04

**(A) TOTAL LABOR + BENEFITS & BURDEN**

**13,304.04**

**EQUIPMENT**

Excavator	16 HRS	x	\$ 177.70	/HR	=	\$ 2,843.20
Loader-380	16 HRS	x	\$ 101.68	/HR	=	\$ 1,626.88
Pick-up	16 HRS	x	\$ 50.12	/HR	=	\$ 801.92
Crane 15010	HRS	x	\$ 243.76	/HR	=	\$ -
Crane MLC 165	HRS	x	\$ 319.34	/HR	=	\$ -
Vibratory Hammer	HRS	x	\$ 136.23	/HR	=	\$ -
Impact Hammer	HRS	x	\$ 79.03	/HR	=	\$ -
Utility Vehicle	16 HRS	x	\$ 49.77	/HR	=	\$ 796.32
<b>SUBTOTAL EQUIPMENT</b>					<b>=</b>	<b>\$ 6,068.32</b>

**(B) TOTAL EQUIPMENT**

**6,068.32**

## 1G Slotted Cross Drain

**MATERIALS:**

	QTY	UNIT	AMOUNT		
6"PVC Fittings	1	LS	x \$ 1,401.77	=	\$ 1,401.77
Duraslot Drainage System	1	LS	x \$ 5,327.36	=	\$ 5,327.36
Mortar Mix	12	BAG	x \$ 15.50	=	\$ 186.00
Crushed Stone	10	TON	x \$ 41.00	=	\$ 410.00
Concrete	6	CY	x \$ 225.00	=	\$ 1,350.00
		CM	x \$ -	=	\$ -
		CM	x \$ -	=	\$ -
		CM	x \$ -	=	\$ -
		CM	x \$ -	=	\$ -
			SUBTOTAL MATERIALS	=	\$ 8,675.13

**(C) TOTAL MATERIALS** **8,675.13**

**SUBCONTRACTOR**

**OUTSIDE RENTAL/MISCELLANEOUS:**

	QTY	UNIT	AMOUNT		
Per Diem	10	DAY	x \$ 40.00	=	\$ 400.00
Housing	10	DAY	x \$ 200.00	=	\$ 2,000.00
		DY	x \$ -	=	\$ -
		EA	x \$ -	=	\$ -
		EA	x \$ -	=	\$ -
		EA	x \$ -	=	\$ -
		EA	x \$ -	=	\$ -
		EA	x \$ -	=	\$ -
			SUBTOTAL SUBCONTRACTORS	=	\$ 2,400.00

**(D) TOTAL SUBCONTRACTOR** **2,400.00**

<b>(E)</b>	<b>COSTS FROM ABOVE (A+B+C)</b>	<b>\$ 28,047.49</b>
<b>(F)</b>	<b>15% PROFIT (A+B+C) x 15%</b>	<b>\$ 4,207.12</b>
<b>(G)</b>	<b>SUBTOTAL (D)</b>	<b>\$ 2,400.00</b>
<b>(H)</b>	<b>5% PROFIT (on D)</b>	<b>\$ 120.00</b>
<b>(I)</b>	<b>SUBTOTAL (A thru D)</b>	<b>\$ 34,774.62</b>
<b>(J)</b>	<b>BOND (1.2%) (I x 1.2%)</b>	<b>\$ 417.30</b>
<b>(K)</b>	<b>TOTAL FOR EXTRA WORK (I +J)</b>	<b>\$ 35,191.91</b>

Total Cost = \$35,191.91  
 Cost Per Each =\$8,797.98

**1G Slotted Cross Drain  
MIG CORPORATION, INC.**

ONE ACTON PLACE - SUITE 200 ACTON, MA 01720 - (978) 264-4800 - (978) 264-0123 FAX

**PURCHASE ORDER**

P.O. No.:	<u>4935</u>	G/L No.:	<u>2</u>
Date:	<u>09/20/23</u>	Job No.:	<u>196</u>
VENDOR Name:	<u>PUTNAM PIPE</u>	Job Name:	<u>TOWN OF WELLFLEET HERRING RIVER RESTORATION PROJECT WELLFLEET, MA</u>
Address:	<u>86 ELM ST. HOPKINTON, MA 01748</u>	Contract:	<u>20120636.A22</u>
Contact Person:	<u>JIM HART</u>	Owner:	<u>TOWN OF WELLFLEET</u>
Email:	<u>JHARTJR@PUTNAMPIPE.COM</u>	Ship to Address:	<u>1043 CHEQUESSETT NECK RD WELLFLEET, MA 02667</u>
Phone:	<u>508-435-3090</u>		
Cell:	<u>508-204-2780</u>	ACCOUNTS PAYABLE:	<u>AP@MIGCORPORATION.COM</u>
Fax:			
Sales Tax: Exempt <input checked="" type="checkbox"/> Taxable: <input type="checkbox"/>		MIG Contact Person:	<u>BOB SAWYER 978-844-4768</u>
Exempt No.:	<u>046-001-345</u>		<u>BSAWYER@MIGCORPORATION.COM</u>
Federal Tax ID#	<u>06-1334342</u>		

FOB:  Freight Prepaid  Ship Via: PUTNAM Approx. Del. Date: TBD

**NOTE: All paperwork must contain P.O. and Job Number Terms: Net due 30 days from receipt of invoice.**

ITEM NO.	QUANTITY	U/M	DESCRIPTION	UNIT PRICE	\$ AMOUNT
8-800	1	LS	TEMPORARY BRIDGE APPROACH		
8-803.B	1	LS	HDPE DRAIN PIPE		
	700	LF	10X14 RT PVC SWR PIPE SDR 35	\$ 18.0360	\$ 12,625.20
	4	EA	10X6 WYE PVC SWR	\$ 215.6200	\$ 863.28
	2	EA	10 RT PVC EL 45	\$ 197.1900	\$ 394.38
	2	EA	10 RT PVC EL 22.5	\$ 209.9075	\$ 419.82
	4	EA	10 RT PVC EL 11.25	\$ 209.9075	\$ 839.63
	2	EA	10" COUPLINGS	\$ 139.3588	\$ 278.72
	40	LF	6X10 RT PVC SWR PIPE SDR 35	\$ 7.5465	\$ 301.86
	4	EA	6 RT PVC EL 45	\$ 23.0940	\$ 92.38
	8	EA	6" COUPLINGS	\$ 18.0312	\$ 144.25
<b>TOTAL</b>					<b>\$ 16,959.51</b>

\$ 1461.27

**VENDOR**  
 This Purchase Order must be executed and returned to Buyer within ten (10) days after the date it was mailed to the Vendor, and, in the event that it is not returned, Vendor agrees to be bound by its terms at the election of Buyer.  
**MIG CORPORATION, INC.**

Accepted By: \_\_\_\_\_ Approved By: Donald G. Voghel  
 Date: \_\_\_\_\_ Date: \_\_\_\_\_  
 Title: \_\_\_\_\_ Title: Chief Executive Officer

KINDLY SIGN AND RETURN - MIG WILL RETURN ONE EXECUTED COPY

MIG Corporation, Inc. is an equal opportunity employer and does not discriminate on the basis of race, color, religious creed, national origin, ancestry, sex, gender identity, age, handicap (disability), mental illness, retaliation, sexual harassment, sexual orientation, genetics, active military or any other characteristic protected by federal, state, and local law.  
 When applicable, Supplier or Vendor, during the fulfillment of this Order, agrees to comply with the provisions of applicable laws and regulations

# 1G Slotted Cross Drain

## MIG CORPORATION, INC.

ONE ACTON PLACE - SUITE 200 ACTON, MA 01720 - (978) 264-4800 - (978) 264-0123 FAX

### PURCHASE ORDER

P.O. No.: <u>4957</u>	G/L No.: <u>2</u>
Date: <u>10/12/23</u>	Job No.: <u>196</u>
VENDOR	
Name: <u>PUTNAM PIPE</u>	Job Name: <u>TOWN OF WELLFLEET</u> <u>HERRING RIVER RESTORATION PROJECT</u> <u>WELLFLEET, MA</u>
Address: <u>86 ELM ST.</u> <u>HOPKINTON, MA 01748</u>	Contract: <u>2D120636.A22</u>
Contact Person: <u>JIM HART</u>	Owner: <u>TOWN OF WELLFLEET</u>
Email: <u>JHARTJR@PUTNAMPIPE.COM</u>	Ship to Address: <u>1043 CHEQUESSETT NECK RD</u> <u>WELLFLEET, MA 02667</u>
Phone: <u>508-435-3090</u>	
Cell: <u>508-204-2780</u>	
Fax: _____	ACCOUNTS PAYABLE: <u>AP@MIGCORPORATION.COM</u>
Sales Tax: Exempt <input checked="" type="checkbox"/> Taxable: _____	MIG Contact Person: <u>BOB SAWYER 978-844-4768</u> <u>BSAWYER@MIGCORPORATION.COM</u>
Exempt No.: <u>046-001-345</u>	
Federal Tax ID#: <u>06-1334342</u>	

FOB:  Freight Prepaid  Ship Via: PUTNAM Approx. Del. Date: ASAP

**NOTE: All paperwork must contain P.O. and Job Number** **Terms: Net due 30 days from receipt of invoice.**

ITEM NO.	QUANTITY	U/M	DESCRIPTION	UNIT PRICE	\$ AMOUNT
EWO #3	1	LS	TEMPORARY BRIDGE DRAINAGE	-----	-----
	42	FT	6X2.5 Duraslot 13.5' Long. Slot 12.5-14.25 Grate to Invert( 3 EA )	\$ 104.6760	\$ 4,396.39
	3	EA	6" Duraslot coupling 0691DS	\$ 104.6760	\$ 314.03
	3	EA	6" Duraslot cap 0693DS	\$ 74.7760	\$ 224.33
	3	EA	6" Duraslot adapt w/anchor 0696D	\$ 130.8710	\$ 392.61
8-803.A	1	EA	CATCH BASIN	-----	-----
	1	EA	24 Nyloplast inline drain. 2824AG5 (Rim EL. 20' - 10" Invert EL. 16.83') Including Frame & Grate	\$ 2,763.9000	\$ 2,763.90
<b>TOTAL</b>					<b>\$ 8,091.26</b>
<p>Item 8-803.A includes frame &amp; grate. Delete Item 8-803.C frame &amp; grate from PO4955</p> <p style="text-align: center; font-size: small;">-ALL MATERIALS SHALL CONFORM TO THE TOWN OF WELLFLEET MA PLANS AND SPECIFICATIONS, AND BY EXTENSION, BE IN CONFORMANCE WITH MASSDOT STANDARD SPECIFICATIONS 2022 EDITION -ALL REQUIRED SUBMITTALS AND MATERIAL CERTIFICATIONS TO BE SUBMITTED FOR APPROVAL BEFORE FINAL PAYMENT IS MADE</p>					

\$ 5,327.36  
 36

**VENDOR**

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**MIG CORPORATION, INC.**

Accepted By: \_\_\_\_\_ Approved By: Donald G. Voghel  
 Date: \_\_\_\_\_ Date: \_\_\_\_\_  
 Title: \_\_\_\_\_ Title: Chief Executive Officer

KINDLY SIGN AND RETURN ~ MIG WILL RETURN ONE EXECUTED COPY

MIG Corporation, Inc. is an equal opportunity employer and does not discriminate on the basis of race, color, religious creed, national origin, ancestry, sex, gender identity, age, handicap (disability), mental illness, retaliation, sexual harassment, sexual orientation, genetics, active military or any other characteristic protected by federal, state, and local law.  
 When applicable, Supplier or Vendor, during the fulfillment of this Order, agrees to comply with the provisions of applicable laws and regulations governing equal employment opportunity and affirmative action.



**1G Slotted Cross Drain  
MIG CORPORATION, INC.**

ONE ACTON PLACE - SUITE 200 ACTON, MA 01720 - (978) 264-4800 - (978) 264-0123 FAX

**PURCHASE ORDER**

P.O. No.:	<u>4952</u>	G/L No.:	<u>2</u>
Date	<u>09/29/23</u>	Job No.:	<u>196</u>
VENDOR		Job Name:	
Name:	<u>PUTNAM PIPE</u>	<u>TOWN OF WELLFLEET</u>	
Address:	<u>86 ELM ST.</u>	<u>HERRING RIVER RESTORATION PROJECT</u>	
	<u>HOPKINTON, MA 01748</u>	<u>WELLFLEET, MA</u>	
Contact Person:	<u>JIM HART</u>	Contract:	<u>20120636.A22</u>
Email:	<u>JHARTJR@PUTNAMPIPE.COM</u>	Owner:	<u>TOWN OF WELLFLEET</u>
Phone:	<u>508-435-3090</u>	Ship to Address:	<u>1043 CHEQUESSETT NECK RD</u>
Cell:	<u>508-204-2780</u>		<u>WELLFLEET, MA 02667</u>
Fax:		ACCOUNTS PAYABLE: <u>AP@MIGCORPORATION.COM</u>	
Sales Tax:	Exempt <input checked="" type="checkbox"/> Taxable: <input type="checkbox"/>	MIG Contact Person:	<u>BOB SAWYER 978-844-4768</u>
Exempt No.:	<u>046-001-345</u>		<u>RSAWYER@MIGCORPORATION.COM</u>
Federal Tax ID#	<u>06-1334342</u>		

FOB:  Freight Prepaid  Ship Via: PUTNAM Approx. Del. Date: ASAP

**NOTE: All paperwork must contain P.O. and Job Number** **Terms: Net due 30 days from receipt of invoice.**

ITEM NO.	QUANTITY	U/M	DESCRIPTION	UNIT PRICE	\$ AMOUNT
EWO #3	1	LS	TEMPORARY BRIDGE DRAINAGE		
	4	EA	MAXI 150 6" CHANNEL DRAIN COMPLETE 1 METER SECTION	\$ 311.0625	\$ 1,244.25
<b>TOTAL</b>					<b>\$ 1,244.25</b>
<small>-ALL MATERIALS SHALL CONFORM TO THE TOWN OF WELLFLEET MA PLANS AND SPECIFICATIONS, AND BY EXTENSION, BE IN CONFORMANCE WITH MASSDOT STANDARD SPECIFICATIONS 2022 EDITION -ALL REQUIRED SUBMITTALS AND MATERIAL CERTIFICATIONS TO BE SUBMITTED FOR APPROVAL BEFORE FINAL PAYMENT IS MADE.</small>					

**VENDOR**

This Purchase Order must be executed and returned to Buyer within ten (10) days after the date it was mailed to the Vendor, and, in the event that it is not returned, Vendor agrees to be bound by its terms at the election of Buyer.

**MIG CORPORATION, INC.**

Accepted By: \_\_\_\_\_ Approved By: \_\_\_\_\_  
 Date: \_\_\_\_\_ Date: \_\_\_\_\_  
 Title: \_\_\_\_\_ Title: Chief Executive Officer  
 Donald G. Voghel

KINDLY SIGN AND RETURN ~ MIG WILL RETURN ONE EXECUTED COPY

*MIG Corporation, Inc. is an equal opportunity employer and does not discriminate on the basis of race, color, religious creed, national origin, ancestry, When applicable, Supplier or Vendor, during the fulfillment of this Order. agrees to comply with the provisions of applicable laws and regulations*

**1H Joint Seal  
COST BREAKDOWN**

III - (1H)

**Chequessett Neck Road Bridge Herring River Restoration Project  
Wellfleet, MA  
Contract No: 20120636.A22**

**SCOPE**

**EXPANSION JOINT SEALS(2EA)**

**LABOR**

Labor Forman	HRS	x	\$	38.46	/HR	=	\$	-
Laborer	8 HRS	x	\$	37.46	/HR	=	\$	299.68
Pile Driver Forman	HRS	x	\$	58.42	/HR	=	\$	-
Pile Driver	HRS	x	\$	53.11	/HR	=	\$	-
Carpenter Forman	8 HRS	x	\$	48.12	/HR	=	\$	384.96
Carpenter	8 HRS	x	\$	45.12	/HR	=	\$	360.96
Operator	HRS	x	\$	56.56	/HR	=	\$	-
Truck Driver	HRS	x	\$	65.44	/HR	=	\$	-
Superintendent	8 HRS	x	\$	125.00	/HR	#	\$	1,000
<b>SUBTOTAL LABOR</b>								<b>= \$ 2,045.60</b>

**LABOR BENEFITS**

Laborer	8 HRS	x	\$	28.19	/HR	=	\$	225.52
Holiday Pay-L.F.	0 HRS	x	\$	2.63	/HR	=	\$	-
Sick Pay-L.F.	0 HRS	x	\$	2.22	/HR	=	\$	-
Sick Pay-Laborer	8 HRS	x	\$	2.10	/HR	=	\$	16.80
Pile Driver	0 HRS	x	\$	40.12	/HR	=	\$	-
Holiday Pay-P.D.F.	0 HRS	x	\$	3.86	/HR	=	\$	-
Sick Pay-P.D.F.	0 HRS	x	\$	3.26	/HR	=	\$	-
Sick Pay-Pile Driver	0 HRS	x	\$	2.96	/HR	=	\$	-
Carpenter	16 HRS	x	\$	33.65	/HR	=	\$	538.40
Sick Pay-Carp. For.	8 HRS	x	\$	2.64	/HR	=	\$	21.12
Sick Pay-Carpenter	8 HRS	x	\$	2.54	/HR	=	\$	20.32
Operator	0 HRS	x	\$	32.56	/HR	=	\$	-
Holiday Pay-Operator	0 HRS	x	\$	3.42	/HR	=	\$	-
Sick Pay-Operator	0 HRS	x	\$	2.89	/HR	=	\$	-
Truck Driver	0 HRS	x	\$	-	/HR	=	\$	-
Sick Pay-Truck Driver	0 HRS	x	\$	2.13	/HR	=	\$	-
<b>SUBTOTAL BENEFITS</b>								<b>= \$ 822.16</b>

**LABOR BURDEN**

FICA	7.650							
FUTA	0.800							
MUTA	12.690							
W/C	23.760							
G/L	5.520							
Umbrella	3.970							
Medical Leave Act	0.630							
Total Burden	55.020 %	x		2,045.60	=	\$	1,125.49	

**(A) TOTAL LABOR + BENEFITS & BURDEN**

**3,993.25**

**EQUIPMENT**

Excavator	HRS	x	\$	177.70	/HR	=	\$	-
Loader-380	HRS	x	\$	101.68	/HR	=	\$	-
Pick-up	8 HRS	x	\$	50.12	/HR	=	\$	400.96
Crane 15010	HRS	x	\$	243.76	/HR	=	\$	-
Crane MLC 165	HRS	x	\$	319.34	/HR	=	\$	-
Vibratory Hammer	HRS	x	\$	136.23	/HR	=	\$	-
Impact Hammer	HRS	x	\$	79.03	/HR	=	\$	-
Utility Vehicle	8 HRS	x	\$	49.77	/HR	=	\$	398.16
<b>SUBTOTAL EQUIPMENT</b>								<b>= \$ 799.12</b>

**(B) TOTAL EQUIPMENT**

**799.12**

## 1H Joint Seal

**MATERIALS:**

	QTY	UNIT	AMOUNT			
2 "Premoulded joint seal	50	LF	x \$ 26.08	=	\$	1,304.00
		LS	x	=	\$	-
		BAG	x	=	\$	-
		TON	x	=	\$	-
		CY	x	=	\$	-
		CM	x \$ -	=	\$	-
		CM	x \$ -	=	\$	-
		CM	x \$ -	=	\$	-
		CM	x \$ -	=	\$	-
		SUBTOTAL MATERIALS		=	\$	1,304.00

**(C) TOTAL MATERIALS** **1,304.00**

**SUBCONTRACTOR**

**OUTSIDE RENTAL/MISCELLANEOUS:**

	QTY	UNIT	AMOUNT			
Per Diem	3	DAY	x \$ 40.00	=	\$	120.00
Housing	3	DAY	x \$ 200.00	=	\$	600.00
		DY	x \$ -	=	\$	-
		EA	x \$ -	=	\$	-
		EA	x \$ -	=	\$	-
		EA	x \$ -	=	\$	-
		EA	x \$ -	=	\$	-
		EA	x \$ -	=	\$	-
		SUBTOTAL SUBCONTRACTORS		=	\$	720.00

**(D) TOTAL SUBCONTRACTOR** **720.00**

<b>(E)</b>	<b>COSTS FROM ABOVE (A+B+C)</b>	<b>\$</b>	<b>6,096.37</b>
<b>(F)</b>	<b>15% PROFIT (A+B+C) x 15%</b>	<b>\$</b>	<b>914.46</b>
<b>(G)</b>	<b>SUBTOTAL (D)</b>	<b>\$</b>	<b>720.00</b>
<b>(H)</b>	<b>5% PROFIT (on D)</b>	<b>\$</b>	<b>36.00</b>
<b>(I)</b>	<b>SUBTOTAL (A thru D)</b>	<b>\$</b>	<b>7,766.82</b>
<b>(J)</b>	<b>BOND (1.2%) (I x 1.2%)</b>	<b>\$</b>	<b>93.20</b>
<b>(K)</b>	<b>TOTAL FOR EXTRA WORK (I +J)</b>	<b>\$</b>	<b>7,860.03</b>

Total Cost = \$7,860.03  
 Cost Per Each =\$3,930.02

# 1H Joint Seal

## MIG CORPORATION, INC.

ONE ACTON PLACE - SUITE 200 ACTON, MA 01720 - (978) 264-4800 - (978) 264-0123 FAX

### PURCHASE ORDER

P.O. No.: <u>4845</u>	G/L No.: <u>2</u>
Date: <u>04/23/23</u>	Job No.: <u>200</u>
<b>VENDOR</b>	
Name: <u>WHITE CAP</u>	Job Name: <u>BRIDGE DECK, JOINT AND SUBSTRUCTURE</u>
Address: <u>6 COMMERCE BLVD.</u>	<u>REPAIRS &amp; RELATED WORK (INCLUDING PAINTING)</u>
<u>PLAINVILLE, MA 02762</u>	<u>ON 10 BRIDGES ON I-195</u>
Contact Person: <u>AUSTIN FRIDAY</u>	Contract: <u>MASSDOT#: 120928</u>
Email: <u>AUSTIN.FRIDAY@WHITECAP.COM</u>	Owner: <u>MASSDOT</u>
Phone: <u>781-436-7119</u>	Ship to Address: <u>MIG CORPORATION</u>
Cell: <u>508-507-0019</u>	<u>REHOBETH-SOMERSET-SWANSEA</u>
Fax: _____	Accounts Payable: <u>AP@MIGCORPORATION.COM</u>
Sales Tax: Exempt <input checked="" type="checkbox"/> Taxable: _____	MIG Contact: <u>MANNY RODRIGUES 508-962-3328</u>
Exempt No.: <u>E 046 - 002 - 284</u>	Person: <u>MRODRIGUES@MIGCORPORATION.COM</u>

Federal Tax ID# 06-1334342

FOB:  Freight Prepaid  Ship Via: WHITE CAP      Approx. Del. Date: TBD

**NOTE: All paperwork must contain P.O. and Job Number**      **Terms: Net due 30 days from receipt of invoice.**

ITEM NO.	QUANTITY	U/M	DESCRIPTION	UNIT PRICE	\$ AMOUNT
106.491	111	CF	<b>ELASTOMERIC CONCRETE EXPANSION DAMS</b>		
	93	UNIT	Emcrete-II Nosing Material (Part A, Part B & Aggregate)	\$ 166.68	\$ 15,501.24
	9	GAL	Sikadur 32 Emcrete-II Nosing Primer	\$ 70.38	\$ 633.42
909.200	426	SF	<b>CEMENTITIOUS MORTAR FOR PATCHING</b>		
	60	BG	VO Rapid Set Repair Mortar CTS	\$ 22.89	\$ 1,373.40
966.000	7,620	SF	<b>MEMBRANE WATERPROOFING BRIDGE DECK REPAIRS</b>		
	39	RL	Royston 10AN Easy-Pave (4' x 50' RL, 200 SF/RL, 28 RL/PLT)	\$ 156.05	\$ 6,085.95
	7	PL	Royston Primer 713-B (5 GAL Pail)	\$ 158.52	\$ 1,109.64
973.200	1,055	FT	<b>PRE-COMPRESSED SEAL BRIDGE JOINT SYSTEM</b>		
	30	RL	1/2"X1-3/4"X12' BEJS On-A-Reel	\$ 123.39	\$ 3,701.70
	14	EA	Inside Corner (6"Rise x 12" Tread)	\$ 65.60	\$ 918.40
	100	EA	1-1/2"X2-1/4"X6.56' BEJS System	\$ 146.27	\$ 14,627.00
	20	EA	Universal 90 (6"Rise x 12" Tread)	\$ 94.06	\$ 1,881.20
	7	EA	2"X2-1/2"X6.56' BEJS System	\$ 171.08	\$ 1,197.56
	2	EA	Universal 90 (6"Rise x 12" Tread)	\$ 103.40	\$ 206.80
<b>TOTAL</b>					<b>\$ 47,236.31</b>

*Handwritten notes: 171.08, 65.60, 94.06, 171.08, 103.40*

**Actual quantity ordered to be released by MIG superintendent. Coordinate deliveries with Manny Rodrigues 508-962-3328**

-ALL MATERIALS SHALL CONFORM TO MASSDOT PLANS, STANDARD SPECIFICATIONS AND CONTRACT SPECIAL PROVISIONS  
 -ALL REQUIRED SUBMITTALS AND MATERIAL CERTIFICATIONS TO BE SUBMITTED FOR APPROVAL BEFORE FINAL PAYMENT IS MADE.

**VENDOR**

This Purchase Order must be executed and returned to Buyer within ten (10) days after the date it was mailed to the Vendor, and, in the event that it is not returned, Vendor agrees to be bound by its terms at the election of Buyer.

**MIG CORPORATION, INC.**

Accepted By: \_\_\_\_\_ Approved By: Donald G. Voghel

Date: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_ Title: Chief Executive Officer

KINDLY SIGN AND RETURN ~ MIG WILL RETURN ONE EXECUTED COPY

MIG Corporation, Inc. is an equal opportunity employer and does not discriminate on the basis of race, color, religious creed, national origin, ancestry, sex, gender identity, age, handicap (disability), mental illness, retaliation, sexual harassment, sexual orientation, genetics, active military or any other characteristic protected by federal, state, and local law.

When applicable, Supplier or Vendor, during the fulfillment of this Order, agrees to comply with the provisions of applicable laws and regulations governing equal employment opportunity and affirmative action.

December 1, 2023

Mr. Richard Waldo, PE  
Town Administrator

Mr. Jay Norton  
DPW Director  
Town Offices  
300 Main Street  
Wellfleet, MA 02667

**RE: Wellfleet-Herring River Restoration OPR Services  
Change Order #3: Utilities Cost Increase: EP Review**

Dear Richard and Jay:

Environmental Partners Group, LLC (EP) has reviewed the documentation regarding Change Order #3 regarding utility cost increases. Our review and opinion is provided below.

**Background**

MIG Construction Inc. (MIG) formally submitted an email to Fuss & O'Neill (F&O) on Friday, November 11, 2023, with a price of \$246,523.09. This quote from MIG is based on a price received from an electrical subcontractor Farrell Electric Inc., North Eastham, who are prequalified by Eversource to perform work.

Please be aware that on January 3, 2023, a small change order (Change Order #1) for \$10,094.61 was executed based on costs at that time provided to MIG from the utility companies. This additional amount was needed to increase the contract sum (and specifically for Item 34 Allowance No.1 Public Utility Relocation) from the allowance of \$250,000 carried in the contract to \$260,094.61.

**Review of Basis of Change**

The design engineer, Fuss & O'Neill, (F&O) was hired by the Town to provide design services for the project. Based on EP's discussions with F&O, the initial design intent was that the electrical (Eversource) and telecommunications (Verizon) services would be supported on over-head utility poles.

F&O included Item 34 "Allowance No.1 Public Utility Relocation" in the bid forms as an allowance of \$250,000 for this work that all contractors carried in their bids, which was a reasonable decision at that time.

Please note that EP entered into an agreement with the Town on January 1, 2023 to provide Owner Project Representative (OPR) services. Some of the events that are part of this Change Order pre-date EP's involvement with the project.

After the bids were opened and the contract awarded to MIG, both MIG and F&O continued to coordinate and communicate with the two utility providers. After site visits and further communication, the utility companies chose to install the services underground rather than overhead.

This change requires additional work for trenching and a concrete ductbank.

### **Justification**

It is EP's opinion that the change order is justified, as the changes to the utilities (underground v overhead) were unknown to the design engineer F&O and to MIG at the time it submitted its bid and was not reasonably foreseeable.

F&O made reasonable assumptions when preparing the plans, specifications and bid items.

The final utility layout required by the utility companies is different to what was initially planned.

### **Review of Costs**

EP and F&O reviewed the costs submitted by MIG on November 10. MIG requested pricing from several electrical subcontractors that are prequalified by Eversource. The cost from the subcontractor Farrell Electric appears to be reasonable. MIG's cost using Farrell Electric pricing is \$27,773 less than MIG's previous estimate of \$274k provided by MIG on November 6 (attached).

Had the utilities design and configuration been determined and included prior to bidding and the updated quantities included in the bidding documents, then the bids from contractors would have been higher, or F&O could have increased the allowance.

The correct amount for CO#3 is \$243,006.53. F&O's review and documentation of costs is attached.

### **Budget and Funding**

The current budget for the bridge project construction is \$31.9M. If this change order is included, then the remaining contingency is approximately \$1.1M.

EP has discussed this change order with the project coordinator Carole Ridley, and the project funders from DER, USDA/NRCS and NOAA. Each agency understands the background to this change and will review the documentation and justification presented by F&O and by EP in this letter. EP is requesting a response from the funding agencies by December 14, in advance of the meeting with the Select Board schedule for December 19, 2023.

**Recommendation**

EP recommends that Town accept and proceed with Change Order #3 for the net sum of \$243,006.53.

Please feel free to contact me if you have any questions or would like to discuss this matter in further detail.

Very Truly Yours,

**Environmental Partners Group, LLC**



Paul C. Millett, P.E.  
Senior Principal  
P: (617) 657-0276  
E: [pcm@envpartners.com](mailto:pcm@envpartners.com)

Enclosures:

- MIG Email and Cost Breakdown, November 10, 2023, (\$246,523.09) and November 6, 2023 (\$274,296.93).
- F&O Change Order #3. November 30 2023 and Letter.

Cc: Carole Ridley, Project Coordinator  
Project Funders: DER, USDA, NOAA  
Wes Stinson, EP  
Nils Wiberg, F&O



MIG Corporation, Inc.  
One Acton Place- Suite 200  
Acton, MA 01720  
(978) 264-4800  
FAX (978) 264-0123

Fri 11/10/23 \$246K

RE: CNR WELLFLEET

**TEMPORARY UTILITY CONDUIT  
EXTRA WORK  
COST BREAKDOWN**

<u>SCOPE OF WORK</u>	<u>TOTAL COST</u>	<u>VERIZON COST</u>	<u>EVERSOURCE COST</u>
I) TEMP BRIDGE (MIG/Farrell) (2-WAY ELEC) (1-WAY COMM)	\$ 66,794.58	\$ 22,242.60	\$ 44,551.98
II) EVERSOURCE (M1216) (MIG)	\$ 31,495.28	\$ -	\$ 31,495.28
III) UTILITY SUPPORT POSTS (MIG)	\$ 5,627.84	\$ 5,627.84	\$ -
IV) APPROACH 3-WAY CONDUIT (MIG/Farrell)	\$ 36,474.44	\$ 12,036.57	\$ 24,437.87
V) 1- WAY CONDUIT RDWY (MIG)	\$ 22,586.88	\$ 22,586.88	\$ -
VIA) CONDUIT TEMP TRENCH PVMNT (MIG)	\$ 11,670.51	\$ 11,670.51	\$ -
VIB) CONDUIT TEMP TRENCH PVMNT (Farrell/MIG)	\$ 11,607.51	\$ -	\$ 11,607.51
VII) EVERSOURCE (Farrell/MIG)*	\$ 60,266.05	\$ -	\$ 60,266.05
<b>TOTAL CONDUIT COST</b>	<b>\$ 246,523.09</b>	<b>\$ 74,164.40</b>	<b>\$ 172,358.69</b>

(\*)= Eversource on rdwy. MIG will excavate/backfill/pave for Farrell Electric. We understand this work would be contracted directly with Eversource.



Nov 6, 2023 \$274k

**From:** Don Voghel <[dvoghel@migcorporation.com](mailto:dvoghel@migcorporation.com)>  
**Sent:** Monday, November 6, 2023 2:13 PM  
**To:** Nils Wiberg <[NWiberg@fando.com](mailto:NWiberg@fando.com)>; Derek Newhall <[DNewhall@fando.com](mailto:DNewhall@fando.com)>  
**Cc:** Robert Sawyer <[rsawyer@migcorporation.com](mailto:rsawyer@migcorporation.com)>; Philip Sheehan <[psheehan@migcorporation.com](mailto:psheehan@migcorporation.com)>  
**Subject:** FW: Temp Utility Conduit EWO Breakdown- Wellfleet

Hi Nils

Please find attached Extra Cost Breakdown , for the Eversource/Verizon Temporary Utility Work.

Thank You  
Don Voghel  
MIG Corporation Inc.  
One Acton Place  
Acton , Ma. 01720  
T-978-264-4800  
C-508-962-3322  
F-978-264-0123

**From:** Stephanie LaRosee <[slarosee@migcorporation.com](mailto:slarosee@migcorporation.com)>  
**Sent:** Monday, November 6, 2023 1:59 PM  
**To:** Don Voghel <[dvoghel@migcorporation.com](mailto:dvoghel@migcorporation.com)>  
**Subject:** Temp Utility Conduit EWO Breakdown- Wellfleet

*Stephanie LaRosee*

MIG Corporation, Inc.  
One Acton Place, Ste 200  
Acton, MA 01720  
P: 978.264.4800  
F: 978.264.0123  
C: 508.789.5968  
[slarosee@migcorporation.com](mailto:slarosee@migcorporation.com)

Send Quotes to:  
[estimating@migcorporation.com](mailto:estimating@migcorporation.com)

Accounts Payable Inquiries:  
[AP@migcorporation.com](mailto:AP@migcorporation.com)

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Nov 6, 2023 \$274K



MIG Corporation, Inc.  
One Acton Place- Suite 200  
Acton, MA 01720  
(978) 264-4800  
FAX (978) 264-0123

RE: CNR WELLFLEET

**TEMPORARY UTILITY CONDUIT  
EXTRA WORK  
COST BREAKDOWN**

<u>SCOPE OF WORK</u>	<u>TOTAL COST</u>	<u>VERIZON COST</u>	<u>EVERSOURCE COST</u>
I) TEMP BRIDGE (2-WAY ELEC) (1-WAY COMM)	\$ 166,441.98	\$ 54,925.85	\$ 111,516.13
II) EVERSOURCE (M1216)	\$ 31,495.28	\$ -	\$ 31,495.28
III) UTILITY SUPPORT POSTS	\$ 5,627.84	\$ 5,627.84	\$ -
IV) APPROACH 3-WAY CONDUIT	\$ 36,474.44	\$ 12,036.57	\$ 24,437.87
V) 1- WAY CONDUIT RDWY	\$ 22,586.88	\$ 22,586.88	\$ -
VI) CONDUIT TEMP TRENCH PVMNT	\$ 11,670.51	\$ 11,670.51	\$ -
<b>TOTAL CONDUIT COST</b>	<b>\$274,296.93</b>	<b>\$ 106,847.65</b>	<b>\$ 167,449.28</b>



## FUSS & O'NEILL

November 30, 2023

Mr. Jay Norton, DPW Director  
Town of Wellfleet Department of Public Works  
220 West Main Street  
Wellfleet, MA 02667

Via Email: [jay.norton@wellfleet-ma.gov](mailto:jay.norton@wellfleet-ma.gov)

Re: Herring River Restoration Project  
Chequessett Neck Road Bridge and Water Access Facility Construction  
Change Order 3 – Temporary Utilities  
Herring River / Chequessett Neck Road – Wellfleet, MA

Dear Mr. Norton:

Fuss & O'Neill has completed its review of change order costs associated with the construction and relocation of temporary utilities developed and submitted by MIG Corporation (MIG) and utility owners. Descriptions of these changes, our review findings/recommendations and associated costs are provided below.

Eversource and Verizon jointly developed temporary and permanent work plan figures indicating locations of poles and other structures and respective responsibilities of each utility owner in November 2021, based on drawings provided by Fuss & O'Neill depicted the layout of temporary and permanent bridge spans and approaches. The figure depicting utilities over the temporary bridge and approaches indicated poles placed on two temporary concrete bridge piers, spanning approximately 210-feet over a central bridge span shown on Fuss & O'Neill's drawings.

The temporary and permanent utility relocation figures were included in contract documents issued for bidding in July 2022, where contract documents stated that costs for respective utility owners to relocate utilities are reimbursable under a designated contract allowance (Bid Price Item Allowance No. 1 – Public Utility Cost/Fee Reimbursement). Invoices for each utility owner were provided to MIG for payment and subsequently reimbursed under the allowance and Change Order 1, which provided supplemental reimbursement for an amount that exceeded the amount of the allowance.

Through subsequent coordination with utility owners including a conference with MIG, the Town and utility owners, it was determined that temporary utility poles could not be installed on the temporary piers as previously indicated by the utility owners, due to construction access, safety and other concerns, and that it is not feasible for overhead wires to span over all four temporary bridge structures without utility poles as this distance exceeds Eversource's maximum allowable unsupported length between poles.

A revised plan to install temporary conduits for each utility owner over all bridge spans (by MIG), with overhead poles and wires on temporary bridge approaches (by utility owners) was



Mr. Jay Norton  
 November 30, 2023  
 Page 2

discussed and accepted by the utility owners in a conference including MIG, the Town and Fuss & O’Neill on August 25, 2023. Fuss & O’Neill subsequently developed and distributed drawings depicting poles and conduit layouts as discussed, and MIG developed costs for installation of the indicated conduits and structures over and adjacent to the temporary bridge spans.

Following development and distribution of these drawings, Eversource transmitted a revised work plan with associated costs for installation of its temporary utilities within conduits along the entire length of the temporary bridge and approaches (aboveground over bridge spans and belowground along bridge approaches). Upon reviewing this work plan with Verizon in a November 1, 2023 conference that also included Eversource, the Town and MIG, it was determined that the most cost-effective approach for the project would be for Verizon’s utilities to also be installed within underground conduits along both bridge approaches. Eversource noted that responsibility for installation of all belowground and aboveground structures beyond the limits of Chequessett Neck Road would be the responsibility of MIG (with utility companies to be responsible for installing their respective wires in the conduits), while Eversource would be responsible for installing all of its structures within Chequessett Neck Road.

Through subsequent discussions, it was confirmed that MIG would be responsible for installation of underground conduits for Verizon within Chequessett Neck Road, and that while Verizon would not need to install temporary poles along the southern and northern bridge approaches, it would install a temporary pole along Chequessett Neck Road in support of installation of underground conduits for both utility owners from that location.

A summary of original costs and adjusted costs associated with the above changes to work scope responsibilities is provided below.

Responsible Entity	Temporary Utilities		Permanent Utilities		Notes
	Original Cost	Revised Cost	Original Cost	Revised Cost	
Eversource	\$31,914.00	\$100,271.00	\$121,037.00	N/A	Eversource has indicated that there will be no change to permanent costs resulting from recent revisions.
Verizon	\$107,143.61*	TBD	Included in stated cost		The initial cost included both temporary and permanent costs. Adjusted cost for reduced scope for temporary installation is pending.
MIG (qualified subcontractor)	\$0	\$174,649.53	\$295,500.00	TBD	Adjusted cost for reduced scope for permanent installation is pending.



Mr. Jay Norton  
November 30, 2023  
Page 3

As a result of the above-noted changes, which have been reviewed and are recommended by Fuss & O'Neill for authorization by the Town, the net change in contract cost under Change Order 3 is \$243,006.53 as outlined in the tabulation below.

<b>Cost Item</b>	<b>Cost</b>
Original Eversource Temporary Utilities Relocation Credit	(\$31,914.00)
Revised Eversource Temporary Utilities Relocation Cost	\$100,271.00
MIG Temporary Utility Infrastructure Cost	\$174,649.53
<b>Total</b>	<b>\$243,006.53</b>

Subsequent adjustment of Verizon's costs for reductions to its scope for installation of temporary utilities, and for MIG's costs for reductions to its scope for installation of permanent utilities, is pending and will be reconciled in a future change order. Approval of costs identified to date is required to provide authorization for MIG to proceed with its scope while these costs are being determined, thus avoiding additional costs due to resulting delays.

Please call me at (401) 533-5979 if you have any questions or would like to discuss further.

Sincerely,

Nils S. Wiberg, P.E., CFM  
Associate | Chief Water Resources Engineer

Attachment  
Change Order 3 – Temporary Utilities

**PRELIMINARY - FOR REVIEW ONLY**  
**CHANGE ORDER NO.: 3**

Owner:	Town of Wellfleet, MA	Owner's Project No.:	
Engineer:	Fuss & O'Neill, Inc.	Engineer's Project No.:	20120636.A22
Contractor:	MIG Corporation, Inc.	Contractor's Project No.:	196
Project:	Chequessett Neck Road Bridge and Water Access Facility Construction Project		

Date Issued: \_\_\_\_\_ Effective Date of Change Order: \_\_\_\_\_

The Contract is modified as follows upon execution of this Change Order:

**Description:**

Reconciliation of Bid/Contract Allowance 1 – Public Utility Relocation Cost/Fee Reimbursement to incorporate total actual costs invoiced by Eversource/Verizon, including additional costs required for MIG to assist Eversource/Verizon with the installation of temporary utilities along the temporary bridge and approaches.

Eversource Credit: \$31,914.00; Eversource Add: \$100,271.00; MIG Corporation Add: \$174,649.53

Total Change Order 3 Amount: \$243,006.53

The time extension for this change will be reconciled in a subsequent change order.

**Attachments:** Eversource Credit/Invoice, Prior MIG Payments, MIG Add Cost Backup, Utility Drawings.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$ 29,835,430.00	Original Contract Times: Substantial Completion: 825 Ready for Final Payment: 855 Days
Increase from previously approved Change Orders: \$ 657,511.81	Increase from previously approved Change Orders: Substantial Completion: 0 Ready for Final Payment: 0 Days
Contract Price prior to this Change Order: \$ 30,492,941.81	Contract Times prior to this Change Order: Substantial Completion: 825 Ready for Final Payment: 855 Days
Increase of this Change Order: \$ 243,006.53	Increase of this Change Order: Substantial Completion: 0 Ready for Final Payment: 0 Days
Contract Price incorporating this Change Order: \$ 30,735,948.34	Contract Times with all approved Change Orders: Substantial Completion: 825 Ready for Final Payment: 855 Days

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____ Engineer	By: _____ Owner	By: _____ Contractor
Title: _____	Title: _____	Title: _____
Date: _____	Date: _____	Date: _____
Recommended by Owner's Project Representative		
By: _____	Title: _____	Date: _____

**Nils Wiberg**

**From:** Mello, Brian <brian.mello@eversource.com>  
**Sent:** Wednesday, November 1, 2023 12:24 PM  
**To:** Nils Wiberg  
**Subject:** RE: Town of Wellfleet - Chequessett Neck Road Bridge



PO Box 58807  
Boston, MA 02205-6007

NON-ENERGY 80

Account Number

13 4 0010027100 00 80 4000 473 2596 H

TOWN OF  
300 MAIN ST  
WELLFLEET MA 02667

PLEASE PAY
<b>\$100,271.00</b>
DUE BY:
<b>Oct 30, 2023</b>

Electric

NPD

RETURN THIS PORTION WITH YOUR PAYMENT. PLEASE BRING ENTIRE BILL WHEN PAYING IN PERSON.

Thank you for your new work request for electric service. To process your request, a customer cost of \$100,271.00 is required (payable to EVERSOURCE).

For more information, please contact the New Customer Connections Department @ 888-633-3797, and reference EVERSOURCE Work Order #14599753-1. Thank you.

Account Number	Billing Date
4000 473 2596	Oct 25, 2023

ACCOUNT SUMMARY	
Previous Bill	0.00
New Charges	100,271.00
Amount Due	<b>\$100,271.00</b>

0 CHEQUESSETT-NECK ROAD SOUTH WELL

INV #: 138680	
CUSTOMER COST	100,271.00
	<b>100,271.00</b>

Total New Charges 100,271.00

NE042312801349PLMod 09-05



CUSTOMER SERVICE CENTER 800-532-2000  
BUSINESS CUSTOMERS 800-340-9822

Thanks

**Brian**

=====  
**Brian Mello**, Senior Account Executive - Southeastern MA Region  
**Eversource Energy**  
50 Duchaine Blvd., New Bedford, MA 02745

☎ (508) 441-5832 Office |✉ [brian.mello@eversource.com](mailto:brian.mello@eversource.com)

Reporting Power Outages:  
800-592-2000 24x7  
For EMERGENCIES Call: 844-726-7562 or  
For BILLING Questions Call: 800-340-9822



[www.eversource.com](http://www.eversource.com)

---

**From:** Mello, Brian  
**Sent:** Wednesday, October 25, 2023 9:39 AM  
**To:** Nils Wiberg <[NWiberg@fando.com](mailto:NWiberg@fando.com)>  
**Subject:** RE: Town of Wellfleet - Chequessett Neck Road Bridge

Nils,

Eversource has completed the design. Cost came to \$100,271. The town already paid \$31,914, which I will have to refund.

Please see attached design. I will hold off on doing anything until the decision is made to go with this new design.

Thanks

**Brian**

=====  
**Brian Mello**, Senior Account Executive - Southeastern MA Region  
**Eversource Energy**  
50 Duchaine Blvd., New Bedford, MA 02745

☎ (508) 441-5832 Office |✉ [brian.mello@eversource.com](mailto:brian.mello@eversource.com)

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MIG Corporation, Inc.  
 One Acton Place- Suite 200  
 Acton, MA 01720  
 (978) 264-4800  
 FAX (978) 264-0123

RE: CNR WELLFLEET

**TEMPORARY UTILITY CONDUIT  
 EXTRA WORK  
 COST BREAKDOWN**

<u>SCOPE OF WORK</u>	<u>TOTAL COST</u>	<u>VERIZON COST</u>	<u>EVERSOURCE COST</u>
I) TEMP BRIDGE (MIG/Farrell) (2-WAY ELEC) (1-WAY COMM)	\$ 66,794.58	\$ 22,242.60	\$ 44,551.98
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V) 1- WAY CONDUIT RDWY (MIG)	\$ 22,586.88	\$ 22,586.88	\$ -
VIA) CONDUIT TEMP TRENCH PVMNT (MIG)	\$ 11,670.51	\$ 11,670.51	\$ -
<del>VIB) CONDUIT TEMP TRENCH PVMNT (Farrell/MIG)</del>	<del>\$ 11,607.51</del>	<del>\$ -</del>	<del>\$ 11,607.51</del>
<del>VII) EVERSOURCE (Farrell/MIG)*</del>	<del>\$ 60,266.05</del>	<del>\$ -</del>	<del>\$ 60,266.05</del>
<b>TOTAL CONDUIT COST</b>	<del>\$ 246,523.09</del> <b>\$174,649.53</b>	<b>\$ 74,164.40</b>	<del>\$ 172,358.69</del> <b>\$100,485.10</b>

(\*)= Eversource on rdwy. MIG will excavate/backfill/pave for Farrell Electric. We understand this work would be contracted directly with Eversource.

These costs are excluded from CO3 and are expected to be included in Eversource's revised costs for its subcontractor to complete work within CNR. A corresponding credit is expected from MIG for its contract work to install structures within CNR that will now be by Eversource.

**COST BREAKDOWN**

(I)

**Chequessett Neck Road Bridge Herring River Restoration Project  
Wellfleet, MA**

**Contract No: 20120636.A22**

ES - 2/3  
V - 1/3

**SCOPE**

**POWER/COMMUNICATION CONDUITS-INSTALLED/REMOVED**

**LABOR**

Labor Forman	16 HRS	x \$	38.46 /HR	= \$	615.36
Laborer	16 HRS	x \$	37.46 /HR	= \$	599.36
Pile Driver Forman	HRS	x \$	58.42 /HR	= \$	-
Pile Driver	HRS	x \$	53.11 /HR	= \$	-
Carpenter Forman	HRS	x \$	48.12 /HR	= \$	-
Carpenter	HRS	x \$	45.12 /HR	= \$	-
Operatator(Excavator)	8 HRS	x \$	56.56 /HR	= \$	452.48
Truck Driver	HRS	x \$	65.44 /HR	= \$	-
Superintendent	16 HRS	x	\$125.00 /HR	#	\$2,000
SUBTOTAL LABOR					= \$ 3,667.20

**LABOR BENEFITS**

Laborer	32 HRS	x \$	28.19 /HR	= \$	902.08
Holiday Pay-L.F.	16 HRS	x \$	2.63 /HR	= \$	42.08
Sick Pay-L.F.	16 HRS	x \$	2.22 /HR	= \$	35.52
Sick Pay-Laborer	16 HRS	x \$	2.10 /HR	= \$	33.60
Pile Driver	0 HRS	x \$	40.12 /HR	= \$	-
Holiday Pay-P.D.F.	0 HRS	x \$	3.86 /HR	= \$	-
Sick Pay-P.D.F.	0 HRS	x \$	3.26 /HR	= \$	-
Sick Pay-Pile Driver	0 HRS	x \$	2.98 /HR	= \$	-
Carpenter	0 HRS	x \$	33.65 /HR	= \$	-
Sick Pay-Carp. For.	0 HRS	x \$	2.64 /HR	= \$	-
Sick Pay-Carpenter	0 HRS	x \$	2.54 /HR	= \$	-
Operator	8 HRS	x \$	32.56 /HR	= \$	260.48
Holiday Pay-Operator	8 HRS	x \$	3.42 /HR	= \$	27.36
Sick Pay-Operator	8 HRS	x \$	2.89 /HR	= \$	23.12
Truck Driver	0 HRS	x \$	- /HR	= \$	-
Sick Pay-Truck Driver	0 HRS	x \$	2.13 /HR	= \$	-

SUBTOTAL BENEFITS = \$ 1,324.24

**LABOR BURDEN**

FICA	7.650				
FUTA	0.800				
MUTA	12.690				
W/C	23.760				
G/L	5.520				
Umbrella	3.970				
Medical Leave Act	0.630				
Total Burden	55.020 %	x	3,667.20	= \$	2,017.69

**(A) TOTAL LABOR + BENEFITS & BURDEN**

**7,009.13**

**EQUIPMENT**

Excavator	8 HRS	x \$	177.70 /HR	= \$	1,421.60
Loader-380	HRS	x \$	101.68 /HR	= \$	-
Pick-up	16 HRS	x \$	50.12 /HR	= \$	801.92
Crane 15010	HRS	x \$	243.76 /HR	= \$	-
Crane MLC 165	HRS	x \$	319.34 /HR	= \$	-
Vibratory Hammer	HRS	x \$	136.23 /HR	= \$	-
Impact Hammer	HRS	x \$	79.03 /HR	= \$	-
Utility Vehicle	HRS	x \$	49.77 /HR	= \$	-

SUBTOTAL EQUIPMENT = \$ 2,223.52

**(B) TOTAL EQUIPMENT**

**2,223.52**



FARRELL ELECTRIC, INC.

P O BOX 253  
 NORTH EASTHAM, MA 02651

# Quote

Date	Quote #
11/9/2023	1261A

<b>Name / Address</b>
MIG CORPORATION INC ONE ACTON PLACE SUITE 200 ACTON, MA 01720

Rep	Project

Description	Qty	Total
<p>CHEQUESSETT NECK RD TEMPORARY BRIDGE PROJECT WELLFLEET MA</p> <p>TO INSTALL TELEPHONE AND ELECTRIC CONDUITS FROM RISER POLES 15/41 ACROSS TEMPORARY BRIDGE TO NEW RISER POLE 15/44 PER PLANS TB-101 PREPARED BY FUSS &amp; O'NEILL AND EVERSOURCE PLAN WO# 14599753.</p> <p>INSTALLATION OF 2- 4 INCH FIBERGLASS CONDUITS ACROSS BRIDGE FOR ELECTRIC</p> <p>1- 4 INCH SCHEDULE 40 PVC COMMUNICATIONS CONDUIT ON BRIDGE 2- 24" X 30" X 18" VERIZON PULLBOXES TO BE MOUNTED ON WOODEN SUPPORT PROVIDED BY MIG</p> <p>MOUNT GALVANIZED UNISTRUT AND CLAMPS ON BRIDGE TO SECURE CONDUITS</p> <p>3- 4" SCHEDULE 40 PVC CONDUIT CONCRETE ENCASED DUCTBANK FROM PROPERTY LINE TO SWEEPS ATTACHING CONDUIT TO BRIDGE ONE TELEPHONE AND TWO CONDUITS FOR ELECTRIC INCLUDING PLACEMENT OF CONCRETE APPROXIMATELY 115 FT ON EACH SIDE ONE TELEPHONE PVC CONDUIT CONTINUING TO THE RISERS POLES ON EACH SIDE</p> <p>2- SETS OF 1- 4 INCH RIGID STEEL RISER FOR TELEPHONE</p> <p>INSTALL PULL STRINGS IN ALL CONDUITS</p> <p>REMOVAL OF ALL MATERIAL WHEN TEMPORARY BRIDGE IS BEING REMOVED AFTER NEW BRIDGE IS COMPLETED</p> <p>***EXCAVATION &amp; BACKFILLING DONE BY MIG CORP</p> <p>***CONCRETE FOR DUCTBANK SUPPLIED BY MIG CORP</p> <p>***UTILITY COMPANY COORDINATION DONE BY MIG CORP WITH ASSISTANCE AS NEEDED BY FARRELL ELECTRIC</p> <p>***QUOTED STANDARD WALL .70IN FIBERGLASS CONDUIT &amp; GALVANIZED UNISTRUT. THICKER WALL CONDUIT AND STAINLESS STEEL UNISTRUT ARE AVAILABLE FOR MORE MONEY.</p> <p>***FIBERGLASS CONDUIT HAS A 1-2 WEEK LEAD TIME</p> <p>LABOR: 3 MEN TRUCKS AND EQUIPMENT 10 DAYS</p>		36,430.00
<b>Total</b>		

49380-

FARRELL ELECTRIC, INC.

P O BOX 253  
NORTH EASTHAM, MA 02651

# Quote

Date	Quote #
11/9/2023	1261A

Name / Address
MIG CORPORATION INC ONE ACTON PLACE SUITE 200 ACTON, MA 01720

Rep	Project

Description	Qty	Total
MATERIALS:		12,950.00
<p><del>EVERSOURCE PORTION OF JOB:</del></p> <p>INSTALLATION OF 2- 5'X5'X5' M1216 ELECTRIC MANHOLES INCLUDING GROUNDING</p> <p>2 SETS OF 2-4" RIGID STEEL RISER &amp; 90'S ELECTRIC RISERS INCLUDING GROUNDING</p> <p>2- 4" SCHEDULE 40 PVC CONDUIT CONCRETE ENCASED DUCTBANK FROM RISER POLES TO PROPERTY LINE FOR ELECTRIC INCLUDING PLACEMENT OF CONCRETE</p> <p>INSTALL PULL STRINGS IN ALL CONDUITS</p> <p>***EXCAVATION &amp; BACKFILLING DONE BY MIG CORPORATION</p> <p>***CONCRETE FOR DUCTBANK &amp; M1216 PULLBOXES SUPPLIED BY MIG CORP</p> <p>***UTILITY COMPANY COORDINATION DONE BY MIG CORPORATION WITH ASSISTANCE AS NEEDED BY FARRELL ELECTRIC</p> <p>LABOR: 3 MEN TRUCKS AND EQUIPMENT 2 DAYS</p> <p>MATERIALS:</p> <p>***ALL LABOR INCLUDES PREVAILING WAGES</p>		
		18,215.00
		4,175.00
<p>These costs are excluded from CO3 and are expected to be included in Eversource's revised costs for its subcontractor to complete work within CNR. A corresponding credit is expected from MIG for its contract work to install structures within CNR that will now be by Eversource.</p>		
<b>Total</b>		\$71,770.00

77,359

(II)  
COST BREAKDOWN

ES 108A

**Chequessett Neck Road Bridge Herring River Restoration Project  
Wellfleet, MA  
Contract No: 20120636.A22**

**SCOPE**

**EVERSOURCE MANHOLE-M1216(5'x5'x5')- 2 EACH**

**LABOR**

Labor Forman	8 HRS	x	\$ 38.46	/HR	=	\$ 307.68
Laborer	16 HRS	x	\$ 37.46	/HR	=	\$ 599.36
Pile Driver Forman	HRS	x	\$ 58.42	/HR	=	\$ -
Pile Driver	HRS	x	\$ 53.11	/HR	=	\$ -
Carpenter Forman	HRS	x	\$ 48.12	/HR	=	\$ -
Carpenter	HRS	x	\$ 45.12	/HR	=	\$ -
Operator	16 HRS	x	\$ 56.56	/HR	=	\$ 904.96
Truck Driver	HRS	x	\$ 65.44	/HR	=	\$ -
Superintendent	8 HRS	x	\$125.00	/HR	#	\$1,000
<b>SUBTOTAL LABOR</b>					<b>=</b>	<b>\$ 2,812.00</b>

**LABOR BENEFITS**

Laborer	24 HRS	x	\$ 28.19	/HR	=	\$ 676.56
Holiday Pay-L.F.	8 HRS	x	\$ 2.63	/HR	=	\$ 21.04
Sick Pay-L.F.	8 HRS	x	\$ 2.22	/HR	=	\$ 17.76
Sick Pay-Laborer	16 HRS	x	\$ 2.10	/HR	=	\$ 33.60
Pile Driver	0 HRS	x	\$ 40.12	/HR	=	\$ -
Holiday Pay-P.D.F.	0 HRS	x	\$ 3.86	/HR	=	\$ -
Sick Pay-P.D.F.	0 HRS	x	\$ 3.26	/HR	=	\$ -
Sick Pay-Pile Driver	0 HRS	x	\$ 2.96	/HR	=	\$ -
Carpenter	0 HRS	x	\$ 33.65	/HR	=	\$ -
Sick Pay-Carp. For.	0 HRS	x	\$ 2.64	/HR	=	\$ -
Sick Pay-Carpenter	0 HRS	x	\$ 2.54	/HR	=	\$ -
Operator	16 HRS	x	\$ 32.56	/HR	=	\$ 520.96
Holiday Pay-Operator	16 HRS	x	\$ 3.42	/HR	=	\$ 54.72
Sick Pay-Operator	16 HRS	x	\$ 2.89	/HR	=	\$ 46.24
Truck Driver	0 HRS	x	\$ -	/HR	=	\$ -
Sick Pay-Truck Driver	0 HRS	x	\$ 2.13	/HR	=	\$ -

**SUBTOTAL BENEFITS = \$ 1,370.88**

**LABOR BURDEN**

FICA	7.650					
FUTA	0.800					
MUTA	12.690					
W/C	23.760					
G/L	5.520					
Umbrella	3.970					
Medical Leave Act	0.630					
Total Burden	55.020 %	x	2,812.00		=	\$ 1,547.16

**(A) TOTAL LABOR + BENEFITS & BURDEN**

**5,730.04**

**EQUIPMENT**

Excavator	8 HRS	x	\$ 177.70	/HR	=	\$ 1,421.60
Loader-380	8 HRS	x	\$ 101.68	/HR	=	\$ 813.44
Pick-up	8 HRS	x	\$ 50.12	/HR	=	\$ 400.96
Crane 15010	HRS	x	\$ 243.76	/HR	=	\$ -
Crane MLC 165	HRS	x	\$ 319.34	/HR	=	\$ -
Vibratory Hammer	HRS	x	\$ 136.23	/HR	=	\$ -
Trench Box	8 HRS	x	\$ 25.00	/HR	=	\$ 200.00
Utility Vehicle	8 HRS	x	\$ 49.77	/HR	=	\$ 398.16

**SUBTOTAL EQUIPMENT = \$ 3,234.16**

**(B) TOTAL EQUIPMENT**

**3,234.16**



(III)  
COST BREAKDOWN

V-1000

**Chequessett Neck Road Bridge Herring River Restoration Project  
Wellfleet, MA  
Contract No: 20120636.A22**

**SCOPE**

**UTILITY SUPPORT POSTS(4EA)**

**LABOR**

Labor Forman	HRS	x	\$	38.46	/HR	=	\$	-	
Laborer	HRS	x	\$	37.46	/HR	=	\$	-	
Pile Driver Forman	HRS	x	\$	58.42	/HR	=	\$	-	
Pile Driver	HRS	x	\$	53.11	/HR	=	\$	-	
Carpenter Forman	8 HRS	x	\$	48.12	/HR	=	\$	384.96	
Carpenter	8 HRS	x	\$	45.12	/HR	=	\$	360.96	
Operator	HRS	x	\$	56.56	/HR	=	\$	-	
Truck Driver	HRS	x	\$	65.44	/HR	=	\$	-	
Superintendent	8 HRS	x	\$	125.00	/HR	#		\$1,000	
SUBTOTAL LABOR								=	\$ 1,745.92

**LABOR BENEFITS**

Laborer	0 HRS	x	\$	28.19	/HR	=	\$	-	
Holiday Pay-L.F.	0 HRS	x	\$	2.63	/HR	=	\$	-	
Sick Pay-L.F.	0 HRS	x	\$	2.22	/HR	=	\$	-	
Sick Pay-Laborer	0 HRS	x	\$	2.10	/HR	=	\$	-	
Pile Driver	0 HRS	x	\$	40.12	/HR	=	\$	-	
Holiday Pay-P.D.F.	0 HRS	x	\$	3.86	/HR	=	\$	-	
Sick Pay-P.D.F.	0 HRS	x	\$	3.26	/HR	=	\$	-	
Sick Pay-Pile Driver	0 HRS	x	\$	2.96	/HR	=	\$	-	
Carpenter	16 HRS	x	\$	33.65	/HR	=	\$	538.40	
Sick Pay-Carp. For.	8 HRS	x	\$	2.64	/HR	=	\$	21.12	
Sick Pay-Carpenter	8 HRS	x	\$	2.54	/HR	=	\$	20.32	
Operator	0 HRS	x	\$	32.56	/HR	=	\$	-	
Holiday Pay-Operator	0 HRS	x	\$	3.42	/HR	=	\$	-	
Sick Pay-Operator	0 HRS	x	\$	2.89	/HR	=	\$	-	
Truck Driver	0 HRS	x	\$	-	/HR	=	\$	-	
Sick Pay-Truck Driver	0 HRS	x	\$	2.13	/HR	=	\$	-	
SUBTOTAL BENEFITS								=	\$ 579.84

**LABOR BURDEN**

FICA	7.650							
FUTA	0.800							
MUTA	12.690							
W/C	23.760							
G/L	5.520							
Umbrella	3.970							
Medical Leave Act	0.630							
Total Burden	55.020 %	x		1,745.92	=	\$		960.61

**(A) TOTAL LABOR + BENEFITS & BURDEN**

**3,286.37**

**EQUIPMENT**

Excavator	HRS	x	\$	177.70	/HR	=	\$	-	
Loader-380	HRS	x	\$	101.68	/HR	=	\$	-	
Pick-up	8 HRS	x	\$	50.12	/HR	=	\$	400.96	
Crane 15010	HRS	x	\$	243.76	/HR	=	\$	-	
Crane MLC 165	HRS	x	\$	319.34	/HR	=	\$	-	
Vibratory Hammer	HRS	x	\$	136.23	/HR	=	\$	-	
Impact Hammer	HRS	x	\$	79.03	/HR	=	\$	-	
Utility Vehicle	8 HRS	x	\$	49.77	/HR	=	\$	398.16	
SUBTOTAL EQUIPMENT								=	\$ 799.12

**(B) TOTAL EQUIPMENT**

**799.12**









(V)  
COST BREAKDOWN

V-100

Chequessett Neck Road Bridge Herring River Restoration Project  
Wellfleet, MA  
Contract No: 20120636.A22

SCOPE

4"-1WAY CONDUIT TRENCH/ENCASE/BACKFILL-150L.F.

LABOR

Labor Forman	16 HRS	x \$	38.46 /HR	= \$	615.36
Laborer	32 HRS	x \$	37.46 /HR	= \$	1,198.72
Pile Driver Forman	HRS	x \$	58.42 /HR	= \$	-
Pile Driver	HRS	x \$	53.11 /HR	= \$	-
Carpenter Forman	HRS	x \$	48.12 /HR	= \$	-
Carpenter	HRS	x \$	45.12 /HR	= \$	-
Operator	24 HRS	x \$	56.56 /HR	= \$	1,357.44
Truck Driver	HRS	x \$	65.44 /HR	= \$	-
Superintendent	16 HRS	x	\$125.00 /HR	#	\$2,000
SUBTOTAL LABOR				= \$	5,171.52

LABOR BENEFITS

Laborer	48 HRS	x \$	28.19 /HR	= \$	1,353.12
Holiday Pay-L.F.	16 HRS	x \$	2.63 /HR	= \$	42.08
Sick Pay-L.F.	16 HRS	x \$	2.22 /HR	= \$	35.52
Sick Pay-Laborer	32 HRS	x \$	2.10 /HR	= \$	67.20
Pile Driver	0 HRS	x \$	40.12 /HR	= \$	-
Holiday Pay-P.D.F.	0 HRS	x \$	3.86 /HR	= \$	-
Sick Pay-P.D.F.	0 HRS	x \$	3.26 /HR	= \$	-
Sick Pay-Pile Driver	0 HRS	x \$	2.96 /HR	= \$	-
Carpenter	0 HRS	x \$	33.65 /HR	= \$	-
Sick Pay-Carp. For.	0 HRS	x \$	2.64 /HR	= \$	-
Sick Pay-Carpenter	0 HRS	x \$	2.54 /HR	= \$	-
Operator	24 HRS	x \$	32.56 /HR	= \$	781.44
Holiday Pay-Operator	24 HRS	x \$	3.42 /HR	= \$	82.08
Sick Pay-Operator	24 HRS	x \$	2.89 /HR	= \$	69.36
Truck Driver	0 HRS	x \$	- /HR	= \$	-
Sick Pay-Truck Driver	0 HRS	x \$	2.13 /HR	= \$	-

SUBTOTAL BENEFITS = \$ 2,430.80

LABOR BURDEN

FICA	7.650				
FUTA	0.800				
MUTA	12.690				
W/C	23.760				
G/L	5.520				
Umbrella	3.970				
Medical Leave Act	0.630				
Total Burden	55.020 %	x	5,171.52	= \$	2,845.37

**(A) TOTAL LABOR + BENEFITS & BURDEN**

**10,447.69**

EQUIPMENT

Excavator	16 HRS	x \$	177.70 /HR	= \$	2,843.20
Loader-380	8 HRS	x \$	101.68 /HR	= \$	813.44
Pick-up	16 HRS	x \$	50.12 /HR	= \$	801.92
Crane 15010	HRS	x \$	243.76 /HR	= \$	-
Crane MLC 165	HRS	x \$	319.34 /HR	= \$	-
Vibratory Hammer	HRS	x \$	136.23 /HR	= \$	-
Trench Box	HRS	x \$	25.00 /HR	= \$	-
Utility Vehicle	16 HRS	x \$	49.77 /HR	= \$	796.32

SUBTOTAL EQUIPMENT = \$ 5,254.88

**(B) TOTAL EQUIPMENT**

**5,254.88**



**(VTA)**  
**COST BREAKDOWN**

V- 100%

**Chequessett Neck Road Bridge Herring River Restoration Project**  
**Wellfleet, MA**  
**Contract No: 20120636.A22**

**SCOPE**                      **CONDUIT TRENCH PAVEMENT(50S.Y.)**

**LABOR**

Labor Forman	8 HRS	x	\$ 38.46	/HR	=	\$ 307.68
Laborer	16 HRS	x	\$ 37.46	/HR	=	\$ 599.36
Pile Driver Forman	HRS	x	\$ 58.42	/HR	=	\$ -
Pile Driver	HRS	x	\$ 53.11	/HR	=	\$ -
Carpenter Forman	HRS	x	\$ 48.12	/HR	=	\$ -
Carpenter	HRS	x	\$ 45.12	/HR	=	\$ -
Operator	8 HRS	x	\$ 56.56	/HR	=	\$ 452.48
Truck Driver	HRS	x	\$ 65.44	/HR	=	\$ -
Superintendent	8 HRS	x	\$125.00	/HR	#	\$1,000
<b>SUBTOTAL LABOR</b>					<b>=</b>	<b>\$ 2,359.52</b>

**LABOR BENEFITS**

Laborer	24 HRS	x	\$ 28.19	/HR	=	\$ 676.56
Holiday Pay-L.F.	8 HRS	x	\$ 2.63	/HR	=	\$ 21.04
Sick Pay-L.F.	8 HRS	x	\$ 2.22	/HR	=	\$ 17.76
Sick Pay-Laborer	16 HRS	x	\$ 2.10	/HR	=	\$ 33.60
Pile Driver	0 HRS	x	\$ 40.12	/HR	=	\$ -
Holiday Pay-P.D.F.	0 HRS	x	\$ 3.86	/HR	=	\$ -
Sick Pay-P.D.F.	0 HRS	x	\$ 3.26	/HR	=	\$ -
Sick Pay-Pile Driver	0 HRS	x	\$ 2.96	/HR	=	\$ -
Carpenter	0 HRS	x	\$ 33.65	/HR	=	\$ -
Sick Pay-Carp. For.	0 HRS	x	\$ 2.64	/HR	=	\$ -
Sick Pay-Carpenter	0 HRS	x	\$ 2.54	/HR	=	\$ -
Operator	8 HRS	x	\$ 32.56	/HR	=	\$ 260.48
Holiday Pay-Operator	8 HRS	x	\$ 3.42	/HR	=	\$ 27.36
Sick Pay-Operator	8 HRS	x	\$ 2.89	/HR	=	\$ 23.12
Truck Driver	0 HRS	x	\$ -	/HR	=	\$ -
Sick Pay-Truck Driver	0 HRS	x	\$ 2.13	/HR	=	\$ -
<b>SUBTOTAL BENEFITS</b>					<b>=</b>	<b>\$ 1,059.92</b>

**LABOR BURDEN**

FICA	7.650					
FUTA	0.800					
MUTA	12.690					
W/C	23.760					
G/L	5.520					
Umbrella	3.970					
Medical Leave Act	0.630					
Total Burden	55.020 %	x	2,359.52		=	\$ 1,298.21

**(A) TOTAL LABOR + BENEFITS & BURDEN** **4,717.65**

**EQUIPMENT**

Excavator	8 HRS	x	\$ 177.70	/HR	=	\$ 1,421.60
Loader-380	HRS	x	\$ 101.68	/HR	=	\$ -
Pick-up	8 HRS	x	\$ 50.12	/HR	=	\$ 400.96
Crane 15010	HRS	x	\$ 243.76	/HR	=	\$ -
Crane MLC 165	HRS	x	\$ 319.34	/HR	=	\$ -
Vibratory Hammer	HRS	x	\$ 136.23	/HR	=	\$ -
5 Ton Roller	8 HRS	x	\$ 55.00	/HR	=	\$ 440.00
Utility Vehicle	8 HRS	x	\$ 49.77	/HR	=	\$ 398.16
<b>SUBTOTAL EQUIPMENT</b>					<b>=</b>	<b>\$ 2,660.72</b>

**(B) TOTAL EQUIPMENT** **2,660.72**

**MATERIALS:**

	<b>QTY</b>	<b>UNIT</b>	<b>AMOUNT</b>			
Bit. Concrete	10	Ton	x \$ 86.00	= \$	860.00	
		Ton	x	= \$	-	
		Each	x	= \$	-	
		Ea	x	= \$	-	
		Bag	x	= \$	-	
		CM	x \$ -	= \$	-	
		CM	x \$ -	= \$	-	
		CM	x \$ -	= \$	-	
		CM	x \$ -	= \$	-	
		SUBTOTAL MATERIALS		= \$	860.00	

**(C) TOTAL MATERIALS**

**860.00**

**SUBCONTRACTOR**

**OUTSIDE RENTAL/MISCELLANEOUS:**

	<b>QTY</b>	<b>UNIT</b>	<b>AMOUNT</b>			
Per Diem	4	DAY	x \$ 40.00	= \$	160.00	
Housing	4	DAY	x \$ 200.00	= \$	800.00	
Tri-Axle Rental	8	HR	x \$ 125.00	= \$	1,000.00	
		EA	x \$ -	= \$	-	
		EA	x \$ -	= \$	-	
		EA	x \$ -	= \$	-	
		EA	x \$ -	= \$	-	
		EA	x \$ -	= \$	-	
		SUBTOTAL SUBCONTRACTORS		= \$	1,960.00	

**(D) TOTAL SUBCONTRACTOR**

**1,960.00**

<b>(E)</b>	<b>COSTS FROM ABOVE (A+B+C)</b>	<b>\$</b>	<b>8,238.37</b>
<b>(F)</b>	<b>15% PROFIT (A+B+C) x 15%</b>	<b>\$</b>	<b>1,235.76</b>
<b>(G)</b>	<b>SUBTOTAL (D)</b>	<b>\$</b>	<b>1,960.00</b>
<b>(H)</b>	<b>5% PROFIT (on D)</b>	<b>\$</b>	<b>98.00</b>
<b>(I)</b>	<b>SUBTOTAL (A thru D)</b>	<b>\$</b>	<b>11,532.12</b>
<b>(J)</b>	<b>BOND (1.2%) (I x 1.2%)</b>	<b>\$</b>	<b>138.39</b>
<b>(K)</b>	<b>TOTAL FOR EXTRA WORK (I +J)</b>	<b>\$</b>	<b>11,670.51</b>

Total Cost= \$11,670.51

**(VIB)**  
**COST BREAKDOWN**

ES-1000

**Chequessett Neck Road Bridge Herring River Restoration Project  
Wellfleet, MA  
Contract No: 20120636.A22**

**SCOPE**

**CONDUIT TRENCH PAVEMENT(50S.Y.)**

**LABOR**

Labor Forman	8 HRS	x \$	38.46 /HR	= \$	307.68
Laborer	16 HRS	x \$	37.46 /HR	= \$	599.36
Pile Driver Forman	HRS	x \$	58.42 /HR	= \$	-
Pile Driver	HRS	x \$	53.11 /HR	= \$	-
Carpenter Forman	HRS	x \$	48.12 /HR	= \$	-
Carpenter	HRS	x \$	45.12 /HR	= \$	-
Operator	8 HRS	x \$	56.56 /HR	= \$	452.48
Truck Driver	HRS	x \$	65.44 /HR	= \$	-
Superintendent	8 HRS	x	\$125.00 /HR	#	\$1,000
<b>SUBTOTAL LABOR</b>					<b>= \$ 7,559.52</b>

**LABOR BENEFITS**

Laborer	24 HRS	x \$	28.19 /HR	= \$	676.56
Holiday Pay-L.F.	8 HRS	x \$	2.63 /HR	= \$	21.04
Sick Pay-L.F.	8 HRS	x \$	2.22 /HR	= \$	17.76
Sick Pay-Laborer	16 HRS	x \$	2.10 /HR	= \$	33.60
Pile Driver	0 HRS	x \$	40.12 /HR	= \$	-
Holiday Pay-P.D.F.	0 HRS	x \$	3.87 /HR	= \$	-
Sick Pay-P.D.F.	0 HRS	x \$	2.96 /HR	= \$	-
Sick Pay-Pile Driver	0 HRS	x \$	2.96 /HR	= \$	-
Carpenter	0 HRS	x \$	33.65 /HR	= \$	-
Sick Pay-Carp. For.	0 HRS	x \$	2.64 /HR	= \$	-
Sick Pay-Carpenter	0 HRS	x \$	2.54 /HR	= \$	-
Operator	8 HRS	x \$	32.56 /HR	= \$	260.48
Holiday Pay-Operator	8 HRS	x \$	3.42 /HR	= \$	27.36
Sick Pay-Operator	8 HRS	x \$	2.89 /HR	= \$	23.12
Truck Driver	0 HRS	x \$	- /HR	= \$	-
Sick Pay-Truck Driver	0 HRS	x \$	2.13 /HR	= \$	-

**SUBTOTAL BENEFITS = \$ 1,059.92**

**LABOR BURDEN**

FICA	7.650				
FUTA	0.800				
MUTA	12.690				
W/C	23.770				
G/L	5.220				
Umbrella	5.970				
Medical Leave Act	0.630				
<b>Total Burden</b>	<b>55.020 %</b>	<b>x</b>	<b>2,359.52</b>	<b>= \$</b>	<b>1,298.21</b>

**(A) TOTAL LABOR + BENEFITS & BURDEN 4,717.65**

**EQUIPMENT**

Excavator	8 HRS	x \$	177.70 /HR	= \$	1,421.60
Loader	HRS	x \$	101.68 /HR	= \$	-
Pick-up	8 HRS	x \$	50.12 /HR	= \$	400.96
Crane 15010	HRS	x \$	243.76 /HR	= \$	-
Plane MLC 165	HRS	x \$	319.34 /HR	= \$	-
Vibratory Hammer	HRS	x \$	136.23 /HR	= \$	-
5 Ton Roller	8 HRS	x \$	55.00 /HR	= \$	440.00
Utility Vehicle	8 HRS	x \$	49.77 /HR	= \$	398.16

**SUBTOTAL EQUIPMENT = \$ 2,660.72**

**(B) TOTAL EQUIPMENT 2,660.72**

These costs are excluded from CO3 and are expected to be included in Eversource's revised costs for its subcontractor to complete work within CNR. A corresponding credit is expected from MIG for its contract work to install structures within CNR that will now be by Eversource.



**MATERIALS:**

	QTY	UNIT	AMOUNT		
Bit. Concrete	10	Ton	x \$ 86.00	= \$	860.00
		Ton	x	= \$	-
		Each	x	= \$	-
		Ea	x	= \$	-
		Bag	x	= \$	-
		CM	x \$ -	= \$	-
		CM	x \$ -	= \$	-
		CM	x \$ -	= \$	-
		CM	x \$ -	= \$	-
SUBTOTAL MATERIALS				= \$	860.00

(C) TOTAL MATERIALS

860.00

**SUBCONTRACTOR  
OUTSIDE RENTAL/MISCELLANEOUS:**

	QTY	UNIT	AMOUNT		
Per Diem	4	DAY	x \$ 40.00	= \$	160.00
Housing	4	DAY	x \$ 200.00	= \$	800.00
Tri-Axle Rental	8	HR	x \$ 125.00	= \$	1,000.00
		EA	x \$ -	= \$	-
		EA	x \$ -	= \$	-
		EA	x \$ -	= \$	-
		EA	x \$ -	= \$	-
		EA	x \$ -	= \$	-
SUBTOTAL SUBCONTRACTORS				= \$	1,960.00

(D) TOTAL SUBCONTRACTOR

1,960.00

(E)	COSTS FROM ABOVE (A+B+C)		\$	8,238.37
(F)	15% PROFIT (A+B+C) x 15%		\$	1,235.76
(G)	SUBTOTAL (D)		\$	1,960.00
(H)	5% PROFIT (on D)		\$	98.00
(I)	SUBTOTAL (A thru D)		\$	11,532.12
(J)	BOND (1.2% (I x 1.2%))		\$	138.39
(K)	TOTAL FOR EXTRA WORK (I +J)		\$	11,670.51

Total Cost= \$11,670.51

These costs are excluded from CO3 and are expected to be included in Eversource's revised costs for its subcontractor to complete work within CNR. A corresponding credit is expected from MIG for its contract work to install structures within CNR that will now be by Eversource.

**COST BREAKDOWN**

**VII**

**Chequessett Neck Road Bridge Herring River Restoration Project  
Wellfleet, MA  
Contract No: 20120636.A22**

**SCOPE**

**4"-2WAY CONDUIT EVERSOURCE TRENCH/ENCASE/BACKFILL-150 L.F.**

**LABOR**

Labor Forman	24 HRS	x \$	38.46 /HR	= \$	923.04
Laborer	48 HRS	x \$	37.46 /HR	= \$	1,798.08
Pile Driver Forman	HRS	x \$	58.42 /HR	= \$	-
Pile Driver	HRS	x \$	53.11 /HR	= \$	-
Cementer Forman	HRS	x \$	48.12 /HR	= \$	-
Carpenter	HRS	x \$	45.12 /HR	= \$	-
Operator	36 HRS	x \$	56.56 /HR	= \$	2,036.16
Truck Driver	HRS	x \$	65.44 /HR	= \$	-
Superintendent	24 HRS	x	\$125.00 /HR	#	3,000.00
<b>SUBTOTAL LABOR</b>					<b>= \$ 7,757.28</b>

**LABOR BENEFIT**

Laborer	72 HRS	x \$	28.19 /HR	= \$	2,029.68
Holiday Pay-L.F.	24 HRS	x \$	2.63 /HR	= \$	63.12
Sick Pay-L.F.	24 HRS	x \$	2.22 /HR	= \$	53.28
Sick Pay-Laborer	48 HRS	x \$	2.10 /HR	= \$	100.80
Pile Driver	0 HRS	x \$	40.17 /HR	= \$	-
Holiday Pay-P.D.F.	0 HRS	x \$	3.26 /HR	= \$	-
Sick Pay-P.D.F.	0 HRS	x \$	2.26 /HR	= \$	-
Sick Pay-Pile Driver	0 HRS	x \$	2.96 /HR	= \$	-
Carpenter	0 HRS	x \$	33.65 /HR	= \$	-
Sick Pay-Carp. For.	0 HRS	x	2.64 /HR	= \$	-
Sick Pay-Carpenter	0 HRS	x \$	2.54 /HR	= \$	-
Operator	36 HRS	x \$	32.56 /HR	= \$	1,172.16
Holiday Pay-Operator	36 HRS	x \$	3.42 /HR	= \$	123.12
Sick Pay-Operator	36 HRS	x \$	2.89 /HR	= \$	104.04
Truck Driver	0 HRS	x \$	- /HR	= \$	-
Sick Pay-Truck Driver	0 HRS	x \$	2.13 /HR	= \$	-
<b>SUBTOTAL BENEFITS</b>					<b>= \$ 3,646.20</b>

**LABOR BURDEN**

FICA	7.650				
FUTA	0.800				
MUTA	12.600				
W/C	27.550				
G/L	1,520				
Umbrella	3.970				
Medical Leave Act	0.630				
<b>Total Burden</b>	<b>55.020 %</b>	<b>x</b>	<b>7,757.28</b>	<b>= \$</b>	<b>4,268.06</b>

**(A) TOTAL LABOR BENEFITS & BURDEN**

**15,671.54**

**EQUIPMENT**

Excavator	24 HRS	x \$	177.70 /HR	= \$	4,264.80
Loader 380	12 HRS	x \$	101.68 /HR	= \$	1,220.16
Pile Driver	24 HRS	x \$	50.12 /HR	= \$	1,202.88
Plane 15010	HRS	x \$	243.76 /HR	= \$	-
Crane MLC 165	HRS	x \$	319.34 /HR	= \$	-
Vibratory Hammer	HRS	x \$	136.23 /HR	= \$	-
Trench Box	HRS	x \$	25.00 /HR	= \$	-
Utility Vehicle	24 HRS	x \$	49.77 /HR	= \$	1,194.48
<b>SUBTOTAL EQUIPMENT</b>					<b>= \$ 7,882.32</b>

**(B) TOTAL EQUIPMENT**

**7,882.32**

These costs are excluded from CO3 and are expected to be included in Eversource's revised costs for its subcontractor to complete work within CNR. A corresponding credit is expected from MIG for its contract work to install structures within CNR that will now be by Eversource.

**MATERIALS:**

	<b>QTY</b>	<b>UNIT</b>	<b>AMOUNT</b>		
Concrete -3000-3/4"	20	CY	x \$ 184.00	= \$	3,680.00
Crushed Stone	20	Ton	x \$ 41.00	= \$	820.00
		Each	x	= \$	-
		Ea	x	= \$	-
		Bag	x	= \$	-
		CM	x \$ -	= \$	-
		CM	x \$ -	= \$	-
		CM	x \$ -	= \$	-
		CM	x \$ -	= \$	-
<b>SUBTOTAL MATERIALS</b>					<b>= \$ 4,500.00</b>

**(C) TOTAL MATERIALS**

**4,500.00**

**SUBCONTRACTOR  
OUTSIDE RENTALS/MISCELLANEOUS:**

	<b>QTY</b>	<b>UNIT</b>	<b>AMOUNT</b>		
Per Diem	15	DAY	x \$ 40.00	= \$	600.00
Housing	15	DAY	x \$ 200.00	= \$	3,000.00
Farrell Electric Quote	1	LS	x \$ 22,390.00	= \$	22,390.00
		EA	x \$ -	= \$	-
		EA	x \$ -	= \$	-
		EA	x \$ -	= \$	-
		EA	x \$ -	= \$	-
		EA	x \$ -	= \$	-
<b>SUBTOTAL SUBCONTRACTORS</b>					<b>= \$ 25,990.00</b>

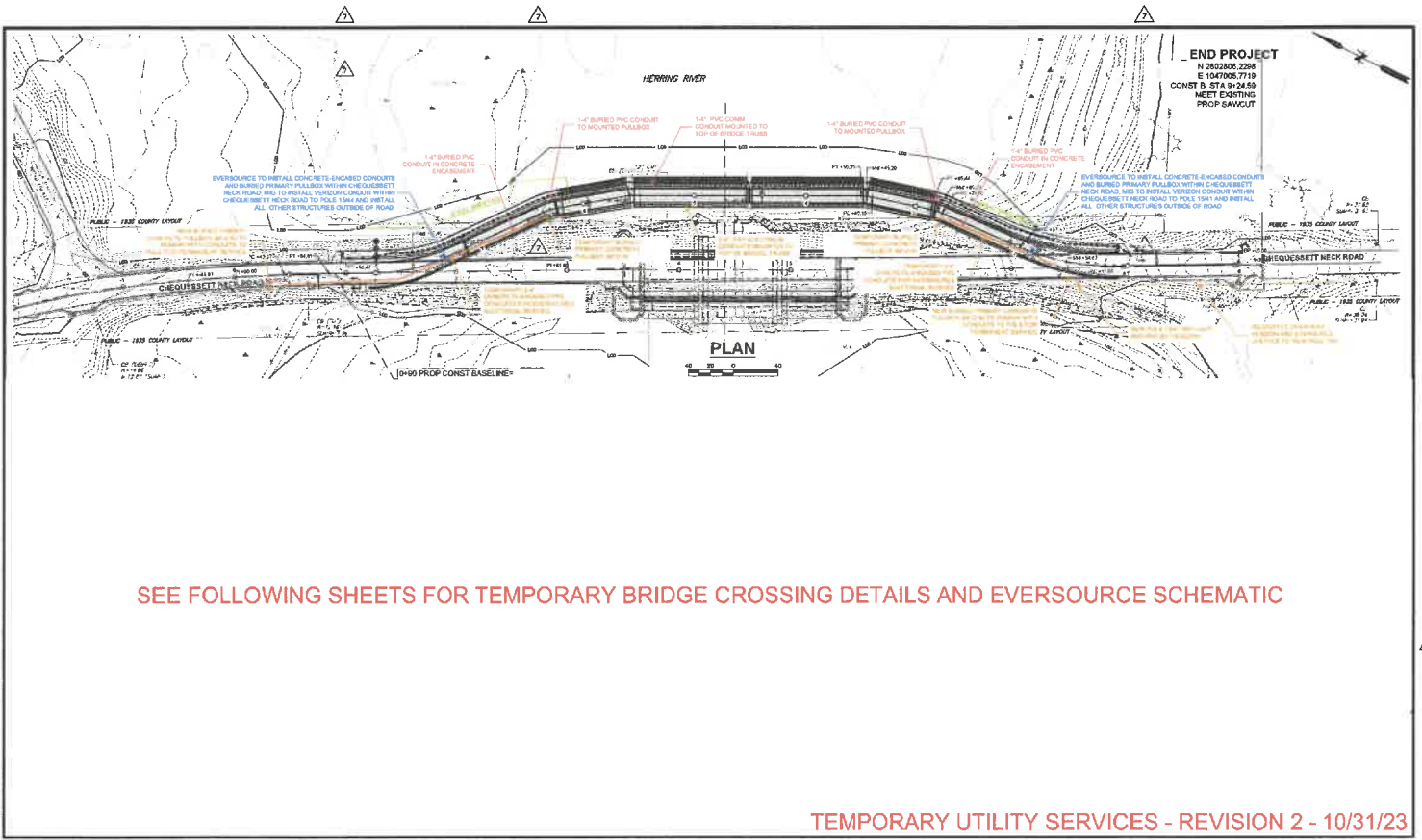
**(D) TOTAL SUBCONTRACTOR**

**25,990.00**

<b>(E)</b>	<b>COSTS FROM ABOVE (A+B+C)</b>	<b>\$ 28,053.86</b>
<b>(F)</b>	<b>15% PROFIT (A+B+C) x 15%</b>	<b>\$ 4,208.08</b>
<b>(G)</b>	<b>SUBTOTAL (D)</b>	<b>\$ 25,990.00</b>
<b>(H)</b>	<b>5% PROFIT (on D)</b>	<b>\$ 1,299.50</b>
<b>(I)</b>	<b>SUBTOTAL (A thru D)</b>	<b>\$ 59,551.43</b>
<b>(J)</b>	<b>BOND (1.2%) (I x 1.2%)</b>	<b>\$ 714.62</b>
<b>(K)</b>	<b>TOTAL FOR EXTRA WORK (I +J)</b>	<b>\$ 60,266.05</b>

Total Cost= \$60,266.05

These costs are excluded from CO3 and are expected to be included in Eversource's revised costs for its subcontractor to complete work within CNR. A corresponding credit is expected from MIG for its contract work to install structures within CNR that will now be by Eversource.

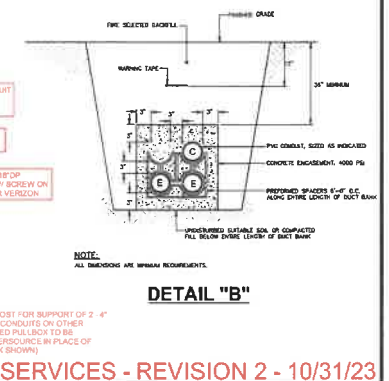
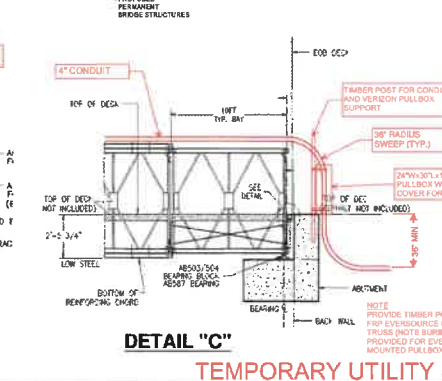
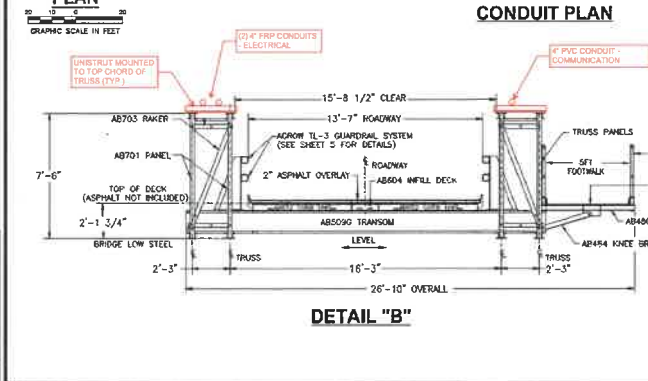
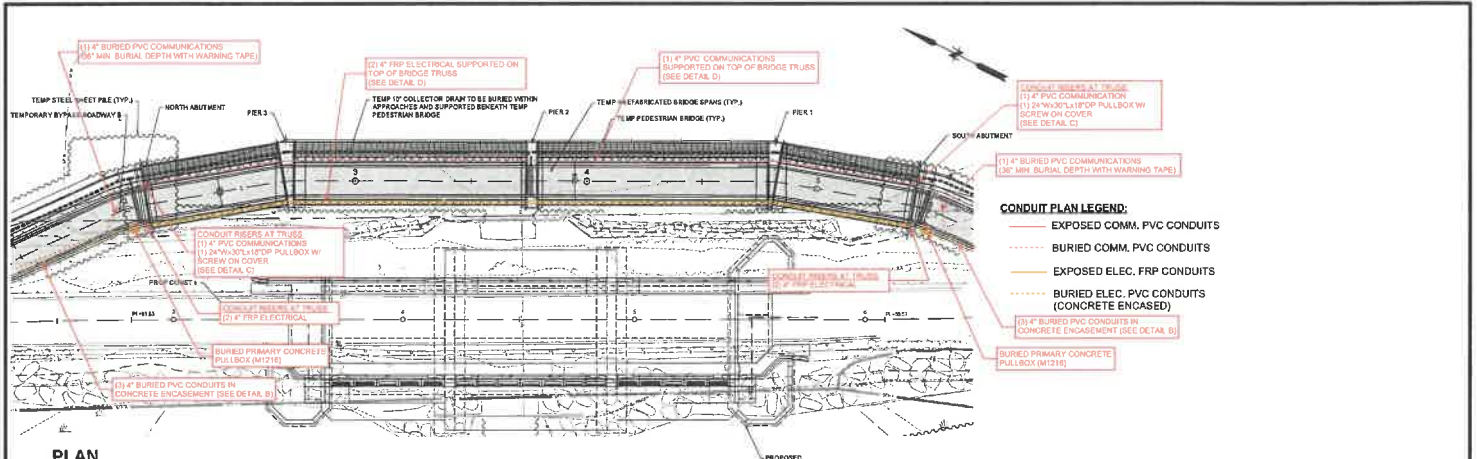


SEE FOLLOWING SHEETS FOR TEMPORARY BRIDGE CROSSING DETAILS AND EVERSOURCE SCHEMATIC

TEMPORARY UTILITY SERVICES - REVISION 2 - 10/31/23

<table border="1"> <tr> <td>7</td> <td>10/31/23</td> <td>REVISION</td> <td>AS NOTED</td> <td>CONSTRUCTION</td> <td>CONSTRUCTION</td> <td>CONSTRUCTION</td> <td>CONSTRUCTION</td> <td>CONSTRUCTION</td> <td>CONSTRUCTION</td> </tr> <tr> <td>8</td> <td>10/31/23</td> <td>REVISION</td> <td>AS NOTED</td> <td>CONSTRUCTION</td> <td>CONSTRUCTION</td> <td>CONSTRUCTION</td> <td>CONSTRUCTION</td> <td>CONSTRUCTION</td> <td>CONSTRUCTION</td> </tr> </table>	7	10/31/23	REVISION	AS NOTED	CONSTRUCTION	CONSTRUCTION	CONSTRUCTION	CONSTRUCTION	CONSTRUCTION	CONSTRUCTION	8	10/31/23	REVISION	AS NOTED	CONSTRUCTION	CONSTRUCTION	CONSTRUCTION	CONSTRUCTION	CONSTRUCTION	CONSTRUCTION	SEAL  SEAL	<table border="1"> <tr> <td>SCALE:</td> <td>HORIZ.</td> <td>VERT.</td> </tr> <tr> <td>GRAPHIC SCALE:</td> <td colspan="2"> </td> </tr> </table>	SCALE:	HORIZ.	VERT.	GRAPHIC SCALE:			 <b>FUSS &amp; O'NEILL</b> 117 FAHNSHOE ROAD, SUITE 204 FRODO, VERMONT 05475 (802) 885-1525 www.fussandoneill.com	TOWN OF WELLFLEET  HERRING RIVER RESTORATION PROJECT CHEQUESSSETT NECK ROAD BRIDGES AND WATER ACCESS FACILITY CONSTRUCTION	<table border="1"> <tr> <td>PROJ. No.</td> <td>20120603.A23</td> </tr> <tr> <td>DATE</td> <td>July 2023</td> </tr> <tr> <td colspan="2" style="text-align: right;">36 OF 93</td> </tr> </table>	PROJ. No.	20120603.A23	DATE	July 2023	36 OF 93	
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 Title: Temporary Utility Services  
 Project: HERRING RIVER RESTORATION PROJECT  
 Drawing No.: 230603\_0101



**TEMPORARY UTILITY SERVICES - REVISION 2 - 10/31/23**

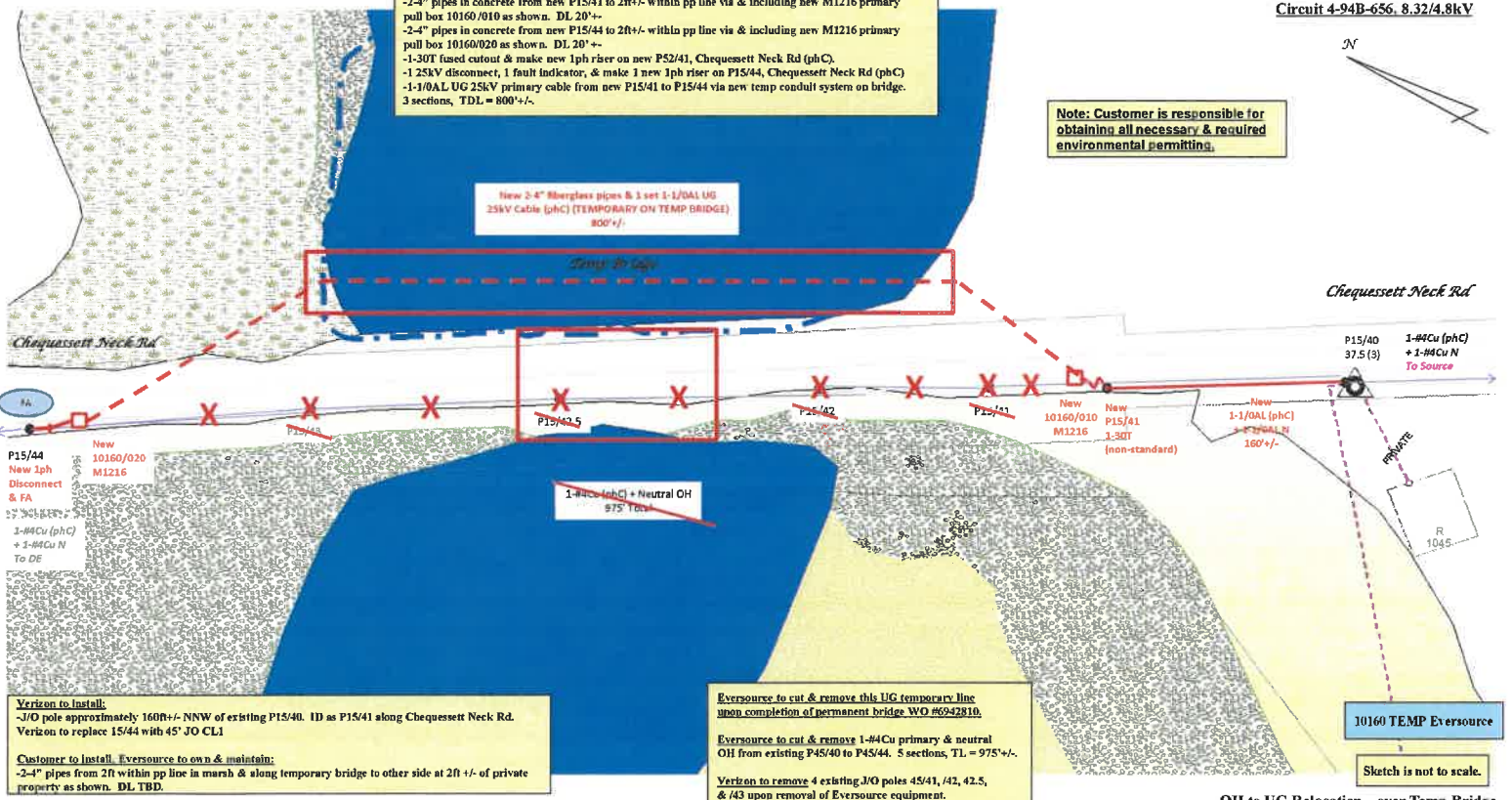
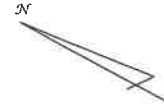
<p>SCALE</p>	<p>SCALE: AS NOTED VERT: 1"=10' HORIZ: AS NOTED</p>	<p><b>FUSS &amp; O'NEILL</b> 147 BROWN HOUSE BLVD., SUITE 204 PROVIDENCE, RI 02906 401.863.9000 www.fuss.com</p>	<p>TOWN OF WELLFLEET TEMPORARY BYPASS BRIDGE GENERAL PLAN &amp; ELEVATION MERRING RIVER RESTORATION PROJECT CHEQUESSETT ROAD BRIDGE AND WATER ACCESS FACILITY CONSTRUCTION</p>
<p>DATE: 10/31/23 DRAWN BY: [Name] CHECKED BY: [Name]</p>	<p>DATE: 10/31/23 DRAWN BY: [Name] CHECKED BY: [Name]</p>	<p>PROJECT NO.: 22-09638-A22 DATE: AUGUST 2022</p>	<p><b>TB-101</b> 89 OF 93</p>



**Eversource to install, own & maintain:**  
 -2-4" pipes in concrete from new P15/41 to 2ft +/- within pp line via & including new M1216 primary pull box 10160/010 as shown. DL 20'+-  
 -2-4" pipes in concrete from new P15/44 to 2ft +/- within pp line via & including new M1216 primary pull box 10160/020 as shown. DL 20'+-  
 -1-30T fused cutoff & make new 1ph riser on new P52/41, Chequessett Neck Rd (phC).  
 -1 25kV disconnect, 1 fault indicator, & make 1 new 1ph riser on P15/44, Chequessett Neck Rd (phC)  
 -1-1/0AL UG 25kV primary cable from new P15/41 to P15/44 via new temp conduit system on bridge. 3 sections, TDL = 800'+-.

New 2-4" fiberglass pipes & 1 set 1-1/0AL UG 25kV Cable (phC) (TEMPORARY ON TEMP BRIDGE) 800'+-.

**Note: Customer is responsible for obtaining all necessary & required environmental permitting.**



**Verizon to install:**  
 -J/O pole approximately 160R+/- NNW of existing P15/40. ID as P15/41 along Chequessett Neck Rd.  
 Verizon to replace 15/44 with 45' JO CL1

**Customer to install, Eversource to own & maintain:**  
 -2-4" pipes from 2ft within pp line in marsh & along temporary bridge to other side at 2ft +/- of private property as shown. DL TBD.

**Eversource to cut & remove this UG temporary line upon completion of permanent bridge WO #6942810.**

**Eversource to cut & remove 1-#4Cu primary & neutral OH from existing P45/40 to P45/44. 5 sections, TL = 975'+-.**

**Verizon to remove 4 existing J/O poles 45/41, /42, 42.5, & /43 upon removal of Eversource equipment.**

10160 TEMP Eversource

Sketch is not to scale.

**OH to UG Relocation - over Temp Bridge Chequessett Neck Rd @ Herring River, W/F C. J. Kennedy Electrical Engr 09/20/23**



## SELECTBOARD

AGENDA ACTION REQUEST  
Meeting Date: December 19, 2023

IX

### BUISNESS

~ C ~

<b>REQUESTED BY:</b>	<b>Laura Kelley ~ POCCA</b>
<b>DESIRED ACTION:</b>	<b>To review a pesticide reduction home rule petition for the upcoming town meeting warrant.</b>
<b>PROPOSED MOTION:</b>	<b>If a motion is needed one will be made at the time of the meeting.</b>
<b>SUMMARY:</b>	
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____

## **ARTICLE 24. HOME RULE PETITION FOR A PESTICIDE REDUCTION BYLAW**

To see if the Town will vote to authorize and direct the Select Board to petition the Great and General Court of the Commonwealth of Massachusetts for special legislation, authorizing the Town to adopt a Pesticide Reduction Bylaw (the bylaw), the text of which is set forth below, and to authorize the General Court, with the approval of the Select Board, to make changes of form to the text thereto as may be necessary or advisable in order to accomplish the intent and public purpose of this legislation in order to secure passage; and vote to adopt the bylaw as follows:

### **CHAPTER \_\_\_\_ PESTICIDE REDUCTION BYLAW**

#### **§1. Purpose.**

The purpose of this bylaw is to reduce toxic pesticide use in and on public and private property in the Town of Orleans in order to promote a healthy environment and to protect the public from the hazards of pesticides, and for implementation of sustainable land and building management practices on all public and private property.

#### **§2. Findings.**

- A. Scientific studies associate exposure to pesticides with asthma, cancer, developmental and learning disabilities, nerve and immune system damage, liver or kidney damage, reproductive impairment, birth defects, and disruption of the endocrine system.
- B. Infants, children, pregnant women, the elderly, and people with compromised immune systems and chemical sensitivities are especially vulnerable to pesticide effects and exposure.
- C. Pesticides are harmful to pets and wildlife, including threatened and endangered species, soil microbiology, plants, and natural ecosystems.
- D. Toxic runoff from chemical fertilizers and pesticides pollute streams, lakes, estuaries, and drinking water sources.
- E. The use of pesticides is not necessary to create and maintain green lawns and landscapes given the availability of viable alternatives practices and products.
- F. People have a right not to be involuntarily exposed to pesticides in the air, water or soil that inevitably result from chemical drift and contaminated runoff.
- G. Sustainable land and building management practices that emphasize non-chemical methods of pest prevention and management, and least-toxic pesticide use as a last resort, will eliminate the use of and exposure to pesticides while controlling pest populations.



- H. Sustainable land and building management practices complement other important goals of Orleans' maintenance and administration, such as energy conservation and security.
- I. Orleans embraces a precautionary approach to the use of pesticides in order to adequately protect people and the environment from the harmful effects of pesticides.
- J. Application of chemicals simply for aesthetic/cosmetic purposes has harmful consequences for our ecosystem, children and pets. Pollinators are directly harmed by applications particularly the indiscriminate (and long-term ineffective) spraying of pesticides.

### **§3. Authority.**

This bylaw is adopted under authority granted by the Home Rule amendment to the Massachusetts Constitution and the provisions of any Special Legislation passed by the Legislature.

### **§4. Definitions.**

For the purposes of this bylaw, the following definitions shall apply:

Allowed Materials List - The list of acceptable pesticides is limited to the following:

- 1) All non-synthetic (natural) materials, with the exception of prohibited non-synthetic materials under 7 CFR 205.602;
- 2) Any synthetic material listed at 7 CFR 205.601 that is labeled for turf uses, subject to discretionary authority to require disclosure of inert ingredients; and
- 3) 25b listed pesticides under the Federal Insecticide, Fungicide and Rodenticide Act (FIFRA).

Inert ingredient - Any substance (or group of substances with similar chemical structures if designated by the Environmental Protection Agency) (EPA) other than an active ingredient that is intentionally included in any pesticide product (40 CFR 152.3(m)) [7 CFR 205.2 Terms defined.], and are not classified by the EPA Administrator as inserts of toxicological concern. [7 U.S.C. 6502(21) Definitions]

Non-synthetic (natural) materials - A substance that is derived from mineral, plant, or animal matter and does not undergo a synthetic process as defined in section 6502(21) of the Organic Foods Production Act. For the purposes of this part, 'non-synthetic' is used as a synonym for natural as the term is used in the regulations. [7 CFR 205.2 Terms defined.]

Pesticide — Any substance or mixture of substances intended for: (i) preventing, destroying, repelling, or mitigating any pest; (ii) use as a plant regulator, defoliant, or desiccant; or (iii) use as a spray adjuvant such as a wetting agent or adhesive. The term

'pesticide' includes insecticides, herbicides, fungicides, and rodenticides, but does not include cleaning products other than those that contain pesticidal agents.

Synthetic materials - A substance that is formulated or manufactured by a chemical process or by a process that chemically changes a substance extracted from naturally occurring plant, animal, or mineral sources, except that such term shall not apply to substances created by naturally occurring biological processes. [7 U.S.C. 6502(21) Definitions]

#### **§5. Prohibitions.**

The application of any Pesticide that is not on the Allowed Material List is prohibited, except as permitted in this bylaw.

#### **§6. Exceptions.**

A. The application of the following Pesticides is allowed:

1. Indoor pest sprays and insect baits (excluding rodent baits)
2. Insect repellants for personal and household use
3. Pet: Flea and tick sprays, powders, and pet collars
4. Kitchen, laundry, and bath disinfectants and sanitizer
5. Products labeled primarily to kill mold and mildew
6. Usage for commercial farming and nurseries.

B. Pesticides for the treatment of invasive plants for ecological restoration (see Massachusetts Invasive Plant Advisory Group current lists of Invasive, Likely Invasive, and Potentially Invasive <https://www.massnrc.org/mipag/>) may be used upon the grant of a waiver by the Town Manager or authorized designee.

C. If an emergency public health situation warrants the use of Pesticides, which would otherwise not be permitted under this bylaw, the Town Manager or authorized designee shall have the authority to grant a temporary waiver on a case-by-case basis after an evaluation of all alternative methods and materials.

#### **§7. Enforcement.**

The enforcement authority shall be the Town Manager, or any town officials as designated by the Select Board to oversee and enforce the provisions of this bylaw.

#### **§8. Penalties.**

Any person who violates any provision of this bylaw shall be punished by a fine of one hundred dollars (\$100.00) for the first offense and three hundred dollars (\$300.00) for each offense thereafter. Each day or portion thereof during which a violation continues shall constitute a separate offense and a violation of each provision of the bylaw shall constitute a separate offense.

If the offender is a commercial applicator, the right to do business in Orleans may be revoked.

**§9. Severability.**

The provisions of this bylaw are hereby declared to be severable. If any provision, paragraph, sentence, or clause of this bylaw or the application thereof to any person, establishment, or circumstances shall be held invalid, such invalidity shall not affect the other provisions or application of this bylaw.

Provided, that this bylaw is subject to the Town obtaining special legislation from the Great and General Court of the Commonwealth of Massachusetts authorizing the Pesticide Reduction Bylaw as aforesaid; or to take any other action relative thereto. (Select Board)

(Simple Majority Vote Required)

**PROPOSED MOTION**

I move this article be accepted and adopted as printed in the warrant and that the Select Board be authorized to petition the Great and General Court for special legislation as set forth therein and that the Pesticide Reduction Bylaw be adopted subject to the approval of the special legislation.

**SUMMARY**

The article authorizes the Select Board to file special legislation authorizing the adoption of the proposed bylaw as the application of pesticides in Orleans is currently primarily regulated by state and federal law. This article also proposes the adoption of a bylaw that seeks to reduce toxic pesticide use in and on public and private property in order to promote a healthy environment and to protect the public from the hazards of pesticide use. It does not prohibit businesses from selling products containing pesticides to anyone.

<b>SB:</b>	5 – YES	0 – NO	0 – ABSTAIN
<b>FC:</b>	3 – YES	3 – NO	1 – ABSTAIN

## **FAQ Pesticide Reduction Initiative**

The Purpose of this Home Rule Petition is to protect the people, wildlife and environment of Orleans by reducing the most toxic of pesticides

### **What are Pesticides?**

*Pesticides include all Insecticides, Herbicides, Fungicides, and Rodenticides*

Pesticide — Any substance or mixture of substances intended for—(i) preventing, destroying, repelling, or mitigating any pest; (ii) use as a plant regulator, defoliant, or desiccant; or (iii) use as a spray adjuvant such as a wetting agent or adhesive. The term ‘pesticide’ does not include cleaning products, other than those that contain pesticidal agents.

### **Why should we support this petition?**

To Protect our people, waters, wildlife and environment.

Water and environment is what brings people here and makes us want to stay in this special place of ours. It is up to us to protect the waters we love. It is our most valuable environmental resource and our most valuable economic asset. It directly or indirectly affects every resident, homeowner, visitor, and businesses in Orleans. Orleans has 63 ponds/lakes and approximately 50+ miles of coastlines. Water is our lifeblood, and it is our responsibility to keep it healthy.

### **What do we need to do to help?**

Pass a Home Rule Petition Article at Fall Town Meeting October 16, 2023.

### **What is a Home Rule Petition, and how does it differ from a bylaw?**

A Home Rule Petition is a request (petition) from a city/town for a new type of power from the State Legislature. It asks to let the Town of Orleans have the power to make its own decision to reduce the application of Pesticides and toxic chemicals entering our environment, a right the State took away in 2014.

### **What is the Home Rule Petition Process (HRP)?**

The HRP will be a warrant article at Town Meeting on October 16, 2023. Once passed, the Town will send the bill to its State Representatives and State Senators who seek to pass it in the legislature as a state law that would only affect the one municipality, Orleans, MA.

### **How long does it take?**

Once approved at Town Meeting it moves to the state level and it could sit in legislative committee for up to two years after which, if not passed, it will expire and need to go through the process again.

### **Can the Home Rule Petition wording be changed throughout the process?**

Yes, the Home Rule Petition Article has this wording included: “...and to authorize the General Court, with the approval of the Select Board, to make changes of form to the text thereto as may be necessary or advisable in order to accomplish the intent and public purpose of this legislation in order to secure passage.”

**When would this become effective?**

Once approved at State level it would become a bylaw.

**Why has the Orleans Select Board decided to act on this issue?**

Local organizations mobilized in the 2000's creating advocacy and education campaigns that were immensely helpful in getting the town to put together some bylaws in 2014. But times have dramatically changed in the last few decades. We have more proven science, and attitudes in protecting our environment have never been stronger. Citizens feel there is an ongoing and significant increase in the application and use of pesticides in Orleans. The Select Board is listening to their concerns and moving forward to address them.

**What can I do now to help protect our people, wildlife and environment?**

Change how you manage your property. Stop using pesticides. If you use a service tell them to stop using toxic synthetic pesticides and herbicides. Despite what the services may tell you, you do not need them.

Let your voice be heard and vote in support of no application of toxic synthetic pesticides at Town Meeting.

**Why are we not just stopping today when we know it harms people, wildlife and the environment?**

Protecting the environment has had a long history of support in Orleans and Cape Cod. Many people have worked very hard to forward this issue through significant research, studies, and reports published by various groups both locally and globally. But it has not been enough. We are at a tipping point where awareness to protect our environment has never been higher and we need your participation. It is time to act.

**Is this a new issue?**

No, this is not a new issue. We have been studying pesticides for over half a century and the overall trend is that they continue to become more toxic and our environment becomes more polluted.

**Why shouldn't I apply pesticides on my own property?**

When pesticides are applied to property (lawns, gardens, flowers, shrubs, trees, etc.) they do disappear or stay on property. They run off from irrigation use, rain and storms. Air and water carry pesticides off your property long distances onto and through other people's properties until it reaches the nearest (shared) water source. It permeates through sandy soil polluting the single source aquifer we all share.

If water moves through our sandy soils at an estimated 1 foot per day and with an average Cape Cod aquifer depth estimated under 30 feet, within a month whatever is applied to the ground may be in our shared aquifer we drink from.

Barry Commoner's First Law of Ecology states that: "Everything is connected to everything else." What you do on your land will have a widespread impact beyond the boundaries of your property. In a sense, each and every one of us 'live on the water.' –OPC Blue Pages 2008

**We already have policies, why are they not effective or enforced?**

Our current policies are outdated and allow for continued use of pesticides on properties with no enforcement penalties, which in turn continues the cycle of polluting our environment. The current Select Board has committed to devoting resources to reasonably enforce this special legislation.

**Why change?**

Doing nothing will change nothing and the health of our people and environment will continue to be negatively affected. It is time we make the hard decisions to challenge ourselves to find solutions that protect and enhance a healthy environment and economy for everyone living and visiting our beloved town.

We cannot be fearful of change, we must grow and address our climate and all issues head on.

As we are all stewards of this land, we need to ask not what our waters and our environment can do for us but what we can do for our waters and our environment.

**Why not just educate?**

Education alone has proven not to work. We have been educating about the harmful effects of pesticides but the use of pesticides continues to increase. Education is a very important part of this and any process, but to be effective we need to combine it with clear, reasonable and enforceable regulations.

It has been mentioned that people arriving on the Cape may not understand the effects of pesticides. The negative effects of pesticides is a national/global issue and is also happening in the towns they come from and is consistently reported in the local and national press.

**What methods can I use to treat for Termites, Carpenter Ants, Wasps, and Ants?**

There are various articles on our town website educational webpage [Natural Remedies for Pests](#) that provide natural solutions that work.

**What are the exceptions?**

**§6. Exceptions.**

A. The application of the following Pesticides is allowed:

1. Indoor pest sprays and insect baits (excluding rodent baits)
2. Insect repellants for personal and household use
3. Pet: Flea and tick sprays, powders, and pet collars
4. Kitchen, laundry, and bath disinfectants and sanitizer
5. Products labeled primarily to kill mold and mildew
6. Usage for commercial farming and nurseries.

**What pesticides would still be allowed?**

- All non-synthetic (natural) materials are allowed except a very few on Department of Agriculture list 7 CFR 205.602
  - Any synthetic (man-made) materials that are on the Department of Agriculture list 7 CFR 205.601 are allowed.
  - 25b listed pesticides under the Federal Insecticide, Fungicide and Rodenticide Act (FIFRA) are allowed
- These lists of minimal risk pesticides are on our website.

**How are Pesticide applicators licensed?**

Massachusetts law requires that all persons who apply pesticides in public areas and private places used for human occupation and habitation must be in possession of a valid pesticide license or certification issued by the Massachusetts Department of Agricultural Resources

**Who enforces Pesticide regulations?**

Massachusetts Pesticide Inspectors are assigned to regions.  
Contact to file a complaint:  
Chief Pesticide Inspector Michael W. McClean to [Michael.Mcclean@mass.gov](mailto:Michael.Mcclean@mass.gov) or (617) 626-1782  
Pesticide Inspector in Plymouth, Bristol, Barnstable and Islands [Mark.Herlihy@mass.gov](mailto:Mark.Herlihy@mass.gov)  
Enforcement Hotline: (617) 626-1782

The Pesticide Program enforces of all pesticide Regulations in the Commonwealth of Massachusetts. Pesticide Enforcement regulates the Massachusetts Pesticide Control Act and the regulations [333 CMR 1- 14](#).

Local enforcement:

**§7. Enforcement.**

The enforcement authority shall be the Town Manager, or any town officials as designated by the Select Board to oversee and enforce the provisions of this bylaw.

It is our expectation that if we have clear laws in the town of Orleans, the majority if not all people, will follow them.

Other laws that protect our health and the environments we have been able to successfully enforce: smoking (Orleans was a leader), plastic bags, plastic water bottles under one gallon.

**What is the procedure in a potential health emergency?**

If an emergency public health situation warrants the use of Pesticides, which would otherwise not be permitted under this bylaw, the Town Manager or authorized designee shall have the authority to grant a temporary waiver on a case-by-case basis after an evaluation of all alternative methods and materials.

**How will this affect businesses?**

The Select Board is strongly committed to working together and supporting solutions that benefit our local businesses and the whole community. American business is built on innovation and this is an opportunity to shift customers into safe alternative products and practices. It is a great opportunity to truly focus on our beautiful native drought tolerant grasses, plants, flowers, shrubs and trees (and pollinators). Also for our garden club and environmental organizations to use their expertise to help educate.

We understand our businesses have customers from surrounding towns. This does not restrict businesses from selling any pesticide they choose but only prohibits the application to property in Orleans. It is the homeowners' responsibility what is put on their property.

Note: This is a living document. It will be updated and additional FAQs added as needed.

For more information please visit the Pesticide Home Rule Petition 2023 webpage on the Orleans town website: <https://www.town.orleans.ma.us/1335/Pesticide-Home-Rule-Petition-2023>



Pesticide Home Rule Petition 2023 |  
Orleans, MA  
[www.town.orleans.ma.us](http://www.town.orleans.ma.us)



**CAPE COD REGIONAL GOVERNMENT  
ASSEMBLY of DELEGATES  
2023 Session  
Resolution No. 12**

Supporting a proposed Home Rule Petition by the Town of Orleans on Pesticide Reduction

**Be it Hereby Resolved by the Barnstable County Assembly of Delegates:**

**WHEREAS**, scientific studies associate exposure to pesticides with asthma, cancer, developmental and learning disabilities, nerve and immune system damage, liver or kidney damage, reproductive impairment, birth defects, and disruption of the endocrine system; and

**WHEREAS**, infants, children, pregnant women, the elderly, and people with compromised immune systems and chemical sensitivities are especially vulnerable to pesticide effects and exposure; and

**WHEREAS**, pesticides are harmful to pets and wildlife, including threatened and endangered species, soil microbiology, plants, and natural ecosystems; and

**WHEREAS**, toxic runoff from chemical fertilizers and pesticides pollute streams, lakes, estuaries, and drinking water sources; and

**WHEREAS**, the use of pesticides is not necessary to create and maintain green lawns and landscapes given the availability of viable alternatives practices and products; and

**WHEREAS**, people have a right not to be involuntarily exposed to pesticides in the air, water or soil that inevitably result from chemical drift and contaminated runoff; and

**WHEREAS**, sustainable land and building management practices that emphasize non-chemical methods of pest prevention and management, and least-toxic pesticide use as a last resort, will eliminate the use of and exposure to pesticides while controlling pest populations; and

**WHEREAS**, sustainable land and building management practices complement other important goals of Orleans' maintenance and administration, such as energy conservation and security; and

**WHEREAS**, Orleans embraces a precautionary approach to the use of pesticides in order to adequately protect people and the environment from the harmful effects of pesticides; and

**WHEREAS**, application of chemicals simply for aesthetic/cosmetic purposes has harmful consequences for our ecosystem, children and pets. Pollinators are directly harmed by applications particularly the indiscriminate (and long-term ineffective) spraying of pesticides.

**NOW THEREFORE**, The Assembly of Delegates supports the Home Rule Petition by the Town of Orleans to reduce toxic pesticide use in and on public and private property in the Town of Orleans

in order to promote a healthy environment and to protect the public from the hazards of pesticides, and for implementation of sustainable land and building management practices on all public and private property.

**The Assembly of Delegates adopted the foregoing Resolution No. 12 at its regular meeting on October 18, 2023 by a roll call vote with delegates representing 100.00% of the population of Barnstable County voting in the affirmative.**

Attested by:

A stylized, handwritten signature in black ink, appearing to read "Owen Fletcher". The letters are bold and connected, with a cursive-like flourish at the end.

Owen Fletcher, Clerk  
Assembly of Delegates

## **Protect our People, Waters and Environment**

### **Article 24: Pesticide Reduction Home Rule Petition**

#### **Fall Town Meeting October 16, 2023**

Our natural environment is what brings people here and makes us want to stay in this special place. Now and in the future it is our most valuable environmental resource and economic asset. It directly affects every resident, property owner, visitor, and business in Orleans.

The purpose of this Home Rule Petition is to reduce toxic pesticide use in the Town of Orleans in order to protect the public from the hazards of pesticides, promote a healthy environment for all and safeguard our economy. This is not a ban of all pesticides but a reduction of the most harmful.

Toxic chemicals from pesticides seep into the soil and groundwater, also become airborne, and can be found thousands of feet from the application site. They contaminate the air we breathe, the waters we recreate in, the aquifer from which we drink, and the soils in which we grow food for humans, animals and wildlife. People have the right not to be exposed to pesticides from other's properties.

Many studies associate pesticides with serious negative health effects including leukemia, non-Hodgkin's lymphoma: cancers of the brain, breast, prostate, testes and ovaries: heart disease, stroke, diabetes, Parkinson's, Alzheimer's, ADHD, autism and other autoimmune diseases, as well as birth defects and reproductive harm.

Butterflies, bees and insects are the 'building blocks of the food chain' and their numbers are declining rapidly, up to 2% per year. They pollinate 75-80% of crops and wild plants. They keep our soils healthy and are the major food source for our birds and amphibians. Their importance in the environment cannot be understated.

Climate change is one critical example where scientific evidence indicates that pesticides contribute significantly to greenhouse gas emission, and create a vicious cycle of pollution and dependency.

All are unintended consequences but unfortunately, all are deadly real. We see locally and globally how polluted environments have a drastic and negative impact on the health of communities and their economies. Individually we can have an immediate impact on protecting our family, friends and environments by volunteering to change our behavior by using safe, effective products, and practices, and educating our neighbors and ourselves in their use. The solution is free and costs the town and taxpayers nothing.

Help preserve this special place we love by supporting this Home Rule Petition at Fall Town Meeting, so we can send a strong message to our State Legislature.

For updated information, please visit:

<https://www.town.orleans.ma.us/1335/Pesticide-Home-Rule-Petition-2023>



Pesticide Home Rule Petition 2023 |  
Orleans, MA  
[www.town.orleans.ma.us](http://www.town.orleans.ma.us)

**Support:**

Association to Preserve Cape Cod (APCC)  
Barnstable County Assembly of Delegates  
Orleans Agricultural Advisory Council  
Orleans Board of Health  
Orleans Board of Water and Sewer Commissioners  
Orleans Conservation Commission  
Orleans Conservation Trust (OCT)  
Orleans Energy and Climate Action Committee  
Orleans Farmers' Market  
Orleans Open Space Committee  
Orleans Pond Coalition (OPC)  
Orleans Shellfish and Waterways Committee  
Friends of Crystal Lake  
Protect Our Cape Cod Aquifer (POCCA)  
Provincetown Farmers' Market  
Sustainable Cape  
Truro Farmers' Market

Join supporters  
3,500+  
signatures so far!





## SELECTBOARD

AGENDA ACTION REQUEST  
Meeting Date: December 19, 2023

IX

### BUSINESS

~ D ~

<b>REQUESTED BY:</b>	<b>Rich Waldo ~ Town Administrator</b>
<b>DESIRED ACTION:</b>	<b>Approval of support letter for Comcast</b>
<b>PROPOSED MOTION:</b>  <b>Summary:</b>	<b>I move to authorize Barbara Carboni, Chair of the Selectboard to sign and submit the letter of support for Comcast's grant application for Gap Networks Grant Program established by Massachusetts Broadband Institute.</b>
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____



# TOWN OF WELFLEET

300 MAIN STREET WELLFLEET MASSACHUSETTS 02667

Tel (508) 349-0300

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

December 19, 2023

Re: MBI Broadband Infrastructure Gap Networks Grant Program

To whom it may concern,

The Commonwealth of Massachusetts through its Capital Projects Fund has established the Broadband Infrastructure Gap Networks Grant Program. This program will fund broadband to unserved areas and the Town of Wellfleet is very happy to hear that Comcast is planning to submit an application.

Comcast is an extremely valuable company and partner within the Town of Wellfleet which relies heavily upon Comcast's infrastructure. They have continually invested in their network providing a fast, secure and reliable product that can meet the growing business and residential needs.

Comcast services proved critical during the Covid pandemic. The community was able to successfully transition to remote learning and working by utilizing Comcast's robust network. Broadband continues to be integral to our community's needs and Comcast is the best company to provide the "last mile" connections.

We highly support Comcast's Broadband Infrastructure Gap Networks Grant Program application and recommend they receive the funding needed to connect unserved residents within the Town of Wellfleet.

Thank you,

Barbara Carboni

Select Board Chair

Town of Wellfleet



# SELECTBOARD

AGENDA ACTION REQUEST  
Meeting Date: December 19, 2023

IX

## BUSINESS

~ E ~

<b>REQUESTED BY:</b>	Town Administrator
<b>DESIRED ACTION:</b>	To discuss potential application to the state efficiency regionalization grant program.
<b>PROPOSED MOTION:</b>	If a motion is needed one will be made at the time of the meeting.
<b>SUMMARY:</b>	
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____



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# Efficiency and Regionalization grant program FAQ

Answers to your frequently asked questions about the Efficiency and Regionalization grant program.

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- What is the Efficiency and Regionalization Program?** (#what-is-the-efficiency-and-regionalization-program?-)
- Who is eligible?** (#who-is-eligible?-)
- What is the deadline to apply for an Efficiency and Regionalization Program grant?** (#what-is-the-deadline-to-apply-for-an-efficiency-and-regionalization-program-grant?-)
- What can grant funds be used for?** (#what-can-grant-funds-be-used-for?-)
- How will applications be evaluated?** (#how-will-applications-be-evaluated?-)
- May an eligible entity apply for more than one grant award?** (#may-an-eligible-entity-apply-for-more-than-one-grant-award?-)
- What is the maximum grant award?** (#what-is-the-maximum-grant-award?-)
- If an application is awarded a grant, what is the next step?** (#if-an-application-is-awarded-a-grant,-what-is-the-next-step?-)
- By when must projects be completed?** (#by-when-must-projects-be-completed?-)
- How do I access the application?** (#how-do-i-access-the-application?-)



Show More 

## What is the Efficiency and Regionalization Program?

The purpose of the Efficiency and Regionalization (E&R) competitive grant program is to provide financial support for governmental entities interested in implementing regionalization and other efficiency initiatives that allow for long-term local government sustainability. The grant program is administered by the Division of Local Services.

## Who is eligible?

The E&R Grant Program is open to: municipalities, regional school districts, school districts considering forming a regional school district or regionalizing services, regional planning agencies and councils of governments. Regional planning agencies and councils of governments may also serve as the administrative or fiscal agent on behalf of municipalities.

## What is the deadline to apply for an Efficiency and Regionalization Program grant?

The FY24 program will open on January 8, 2024 and close February 9, 2024 at Noon.

## What can grant funds be used for?

Grant awards will provide one-time funds to assist in the planning and implementation of regionalization and other efficiency initiatives that support long-term municipal sustainability:

- Regionalization: shared services, joint or regional facilities, intergovernmental agreements, consolidations, mergers and other collaborative efforts.
- Internal Efficiencies: for a single entity to plan and implement innovative strategies that improve the quality and efficiency of municipal service delivery.

Planning and implementation activities are eligible.

Examples of eligible expenses include:

- Small capital purchases or improvements that are integral to the implementation of a functional program such as equipment or software;
- Technical assistance including consulting services, assistance in drafting contracts or other agreements; and
- Transition or project management costs, not to exceed one year.

If an applicant seeks to initiate a new program with an E&R Program grant, the applicant should be able to show how the new program will be self-sustaining within one year.

Funds cannot be used for grant writing.

## How will applications be evaluated?

The Secretary of the Executive Office for Administration and Finance will make final decisions based on the criteria set forth below.

*Criteria for selection will include but not be limited to:*

- Innovation;
- Potential for impact;
- Cost savings and/or other tangible benefits such as service enhancements, service delivery efficiencies;
- Demonstrated feasibility of successful implementation;
- Speed of project timeline for completion; and
- Potential applicability to other local governments (including, in the context of regionalization proposals, opportunity for other local governments to join effort).

## May an eligible entity apply for more than one grant award?

Municipalities are eligible to submit one individual application and may participate in one multi-jurisdictional application. Regional planning agencies and councils of governments can be the lead applicant for more than one multi-jurisdictional application. Non-regional school districts are eligible to apply if considering forming a regional school district or regionalizing services.

## What is the maximum grant award?

Grant requests from a single government entity of up to \$100,000 will be considered. Grant requests from multi-jurisdictional applications of up to \$200,000 will be considered.

## If an application is awarded a grant, what is the next step?

Once grant announcements have been made, the Division of Local Services will contact the grant recipient(s) to arrange for the execution of the grant contract.

## By when must projects be completed?

Within 18 months of the award date.

For a project to be considered complete, grantees must submit a final report that certifies the project is complete, identifies the results achieved, and how the entity will benefit from the project in the long-term.

## How do I access the application?

Once the application period opens and your organization is eligible for the Efficiency and Regionalization Program, you will need the link that was included in FY24 Community Compact Cabinet kickoff letter from Lt. Governor Driscoll emailed to your community's Chief Municipal Executive (Mayor or City Manager in a City, Selectboard Chair or Town Manager/Administrator in a Town) in August 2023.

## Where can I find out more information?

If you have questions not answered above or your organization's Chief Executive needs assistance with a passcode, please contact DLS by sending an email to Sean Cronin at [croninse@dor.state.ma.us](mailto:croninse@dor.state.ma.us) (mailto:croninse@dor.state.ma.us).

## Contact

**Sean Cronin, Senior Deputy Commissioner**

## Online

Email: Sean Cronin [croninse@dor.state.ma.us](mailto:croninse@dor.state.ma.us) (mailto:croninse@dor.state.ma.us)

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**Efficiency & Regionalization grant program** (/efficiency-regionalization-grant-program)



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## SELECTBOARD

AGENDA ACTION REQUEST  
Meeting Date: December 19, 2023

X

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### TOWN ADMINISTRATOR REPORTS

- **The town administrator will give a verbal report at this meeting.**



# SELECTBOARD

AGENDA ACTION REQUEST  
Meeting Date: December 19, 2023

XI

## SELECTBOARD REPORTS:

Reported by:	Topic:



## SELECTBOARD

AGENDA ACTION REQUEST  
Meeting Date: December 19, 2023

XII

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### TOPICS FOR FUTURE DISCUSSION

- The board will bring up topics that they wish to be on future agendas.



## SELECTBOARD

AGENDA ACTION REQUEST  
Meeting Date: December 19, 2023

XIII

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## VACANCY REPORTS

**\*\*\*Please see the packet for full report\*\*\***



Date: December 19, 2023  
To: Board of Selectmen  
From: Rebekah Eldridge  
Re: Vacancies on Town Boards

**Board of Assessors (3 members, 1 alternate)**

Vacant Positions: 0	Appointing Authority	Length of Term
Alt Position: 1	Selectboard	3 years

**Requesting Appointment:** No applications on file

**Board of Water Commissioners (5 Members, 2 Alternates)**

Vacant Positions: 0	Appointing Authority	Length of Term
Alt Positions: 2	Selectboard	3 years

**Requesting Appointment:** No applications on file

**Cable Advisory Committee (5 Members)**

Vacant Positions: 1	Appointing Authority	Length of Term
Alt Position: 0	Selectboard	1 year

**Requesting Appointment:** No Application on File

**Conservation Commission (7 Members, 2 alternates)**

Vacant Positions: 0	Appointing Authority	Length of Term
Alt Positions: 1	Selectboard	3 years

**Requesting Appointment:** No Application on File

**Council on Aging (11 Members)**

Vacant Positions: 4	Appointing Authority	Length of Term
Alt Vacancies: 0	Selectboard	3 years

**Requesting Appointment:** **Wendy Rennert application to be approved 12-19-2023.**

**Cultural Council (no more than 15 Members)**

Vacant Positions: 5	Appointing Authority	Length of Term
Alt Position: 0	Selectboard	3 years

**Requesting Appointment:** no applications on file

**Dredging Task Force (5 Members)**

Vacant Positions: 4	Appointing Authority	Length of Term
Alt Positions: 2	Selectboard	3 years

**Requesting Appointment:** **Two Applications of File, Brad Morse, Alfred Pickard to be appointed 12-19**

**Natural Resources Advisory Committee (7 Members)**

Vacant Positions: 3	Appointing Authority	Length of Term
Alt Position: 0	Selectboard	3 years

**Requesting Appointment:** No application on file

**Recreation Committee (7 Members)**

Vacant Positions: 2	Appointing Authority	Length of Term
Alt Positions: 0	Selectboard	3 years

**Requesting Appointment:** No applications on file

**Rights of Public Access (5 Members)**

Vacant Positions: 4	Appointing Authority	Length of Term
Alt Positions: 0	Selectboard	1-2 years

**Requesting Appointment:** No application on file

**Shellfish Advisory Board (7 members + 2 Alternates)**

Vacant Positions; 1	Appointing Authority	Length of Term
Alt Position: 0	Selectboard	3 years

**Requesting Appointment:** Brad Morse, Chris Merl, & Helen Miranda Wilson applications to be reviewed 12-19-2023.



## SELECTBOARD

AGENDA ACTION REQUEST  
Meeting Date: December 19, 2023

XIV

### MINUTES

<b>REQUESTED BY:</b>	<b>Executive Assistant</b>
<b>DESIRED ACTION:</b>	<b>Approval of Meeting Minutes as written in draft for December 5, 2023.</b>
<b>PROPOSED MOTION:</b>	<b>I move to approve the minutes of December 5, 2023, as presented in draft form.</b>
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____

**Wellfleet Selectboard  
Hybrid Meeting:  
Zoom/715 Old King's Highway Wellfleet  
Tuesday December 05, 2023; 6PM  
Meeting Minutes**

**Members Present:** Barbara Carboni, Chair; John Wolf, Vice Chair; Michael DeVasto, Timothy Sayre, Ryan Curley

**Others Present:** Rich Waldo, Town Administrator; Silvio Genao, Assistant Town Administrator; Rebekah Eldridge, Executive Assistant; Suzanne Thomas, Community Service Director; Kevin LaRocco, Deputy Chief; Denny O'Connell, Housing Trust; Jennifer Flynn, Superintendent of the National Seashore; Leslie Reynolds, Interim Superintendent of the National Seashore; Heith Martinez, Health Agent; Alex Nelson, Outer Cape Community Solutions; Elaine McIlroy, Housing; Chris Feist, Housing; Jay Coburn, Housing; Vitalia Shklovsky, Housing, Jude Ahern, resident; Katie Klein, KP Law representative; Alfred Pickard, resident; Russ Sormani, Seaman's Bank; Joeseoph Parlante. Bookstore restaurant; Josh Yeston, Char Cable Advisory Meeting.

Chair Carboni Called the meeting to order at 6:07pm

**I. *Announcements and Public Comments***

**Note: Public comments are limited to no more than three minutes per speaker.**

The Board will not deliberate or vote on any matter raised solely during Announcements & Public Comments.

Eldridge announced the tree lighting on Saturday December 9, 2023, beginning at 4pm, she stated that hot cocoa and candy cane.

Thomas came to the meeting and read a letter on behalf of the staff regarding the disrespect of the public and lack of support on the selectboard from the town staff. She asked for a meeting with the board and staff to help conduct better meetings.

Ahern spoke to the board asking about the chain of command.

Maurice spoke to the board about the library noise and lack of silence at the library.

Brunt spoke to the board stating the board and administrator aren't listening to the needs of the people. She stated there needed to be an outside person to come in and listen to the complaints of the public.

Morse spoke to the board stating the town's finances are of the utmost importance and that the town needs a finance director.

**II. *Consent Agenda***

**A. Wellfleet Historical Society and Museum ~ Use of Uncle Tim's Bridge for annual decoration of bridge with paper bags and tea light candles ~ January 13, 2024, 4pm – 5pm. (rain date January 14, 2024).**

**Board Member Wolf Moved; Board Member DeVasto Seconded; and it was voted to approve the consent agenda as presented.**

**Roll Call Vote: 5-0**

**III. Interview for Police Chief ~ Selectboard**

The board will interview the perspective Deputy Chief Kevin LaRocco. A possible motion and vote may be taken.

Waldo began stating that it has been a pleasure to work with the deputy chief and the excitement to have LaRocco as the new incoming police chief.

Each board Member had a set of questions to ask LaRocco. DeVasto went first asking about changes to the department. LaRocco stated he has a great staff who work well together and wouldn't make changes. Wolf asked a question regarding mental health. LaRocco spoke to the question giving answers and information regarding what the department does for towns people. The questions continued. LaRocca gave detailed information and answers to their questions.

The interview ended and Chair Carboni asked if there were any more questions for the Deputy Chief.

The board discussed where they were now, and all agreed they were satisfied with the Deputy Chief and would like to make a motion.

**Board Member DeVasto Moved; Board Member Wolf Seconded; Enter contract negotiations with Deputy Chief Kevin with the expectations that he will be appointed police chief.**

**Roll Call Vote: 5-0**

Cappello spoke to the board stating he feels the board made an excellent decision hiring LaRocco.

**IV. Mill Creek**

**A. Mill Creek Lease and License Agreement ~ Denny O'Connell**

**Chair Carboni recused herself from this discussion and Vice Chair Wolf took over this part of the meeting.** Waldo spoke to the board and gave them information regarding this lease and license agreement. Klein spoke to the board explaining the lease and explained that she prepared a warrant article for the annual 2024 town meeting, which she submitted to the administration. She continued discussing the agreement and the term of the easement which would be 60 years and the license would be 5 years. O'Connell spoke to the board stating that this has been in the works for a while, and that they would like nothing more that to help the Herring River Project. Curley stated that he brought this up earlier and felt shut down and is happy to have this being brought to town meeting.

**Board Member DeVasto Moved; Board Member Sayre Seconded; and it was voted to draft a warrant article in conjunction with the easement agreement with the Wellfleet Conservation Trust for access off Old Chequessett Neck to the National Park Service Land and to enter into a long-term license agreement with the US National Park Service for access over Wellfleet Conservation Trust land adjacent to the National Park Service land.**

**Roll Call Vote: 4-0-1**

Curley questioned other parties that needed to be identified other than the seashore and the conservation trust. Klein stated that not to her knowledge.

- B. Two Conservation restrictions for approval; Hamblen Farm – Pole Hill; Fouse CR ~ Denny O’Connell  
O’Connell spoke to the board explaining what these restrictions were. He explained they are a way to do conservation work which they entered into discussion with the landowners. He gave more details of what this agenda item is and what they are looking to do with the land. He would like this all done, filed and registered by the end of the year.  
Curley spoke to the Hamblen Farm property stating there is a lot of upland. Sayre spoke to the board and public stated that he feels that the property taxes will be reduced and cause the resident taxpayers to bear that burden. Wolf asked if any of these properties were buildable? O’Connell explained why the land isn’t buildable due to access. There was more discussion on taxes and the effect it will have on the residents.  
**Board Member Wolf Moved; Board Member DeVasto Seconded; and it was voted to approve and execute the conservation restrictions for Hamblen Farm.**  
**Roll Call Vote: 2-0-3(DeVasto, Curley and Sayre abstained)**  
**Board Member Wolf Moved, Board Member DeVasto seconded, and it was voted to approve the and execute the conservation restrictions for Pole Hill.**  
**Roll Call Vote: 5-0**

V. ***National Seashore***

- A. Introduction of Jennifer Flynn, incoming superintendent of the Cape Cod National Seashore, by Leslie Reynolds acting superintendent.  
Leslie Reynolds and Jennifer Flynn came to the table to introduce themselves. Flynn gave the board her working background. There were some questions for Flynn, Curley asked her to speak about what she envisions for her tenor as superintendent. She explained that she believes in people first, she plans to keep that as a precedent. She talked about collaboration and maintaining relationships with the surrounding towns. She spoke about fire behaviors and the ever-changing behaviors of fire. Curley spoke about the advisory commission being reenacted and he asked about when they might have a meeting with that commission as there are two Wellfleet residents on that committee. She explained that there is a process and hopefully there will be a meeting by March of 2024. There were some other questions from the board that were answered in detail. Reynolds spoke about visitors at the seashore explaining that there are no issues with terrain.  
There was no motion needed for this agenda item.

VI. ***Health Presentation***

- A. Presentation by Alex Nelson from Outer Cape Community Solutions - regional OPIOID proposal for Outer Cape (Eastham to Provincetown)  
Nelson came to the table and began sharing her screen with the presentation. She had a slide show to present to the board ad public, Martinez was on the meeting virtually. He stated he has been at his position for about six-weeks and has had many meetings with Nelson to help the outer cape with opioid addiction.

She gave some background on the outer cape community solutions. She spoke about the opioid money that is being distributed throughout the state and how the money will be spent. She had a chart of the funding breakdown. She entertained questions and there were none at this point. She continued stating the areas of focus for the program. She spoke about the stakeholders for this community group. She listed the groups that make up the working groups. She explained the process of this group which included perspective, gaps, opportunities, and access. She spoke about additional OC Wellness Endeavors. She spoke about Winter Wednesdays which provides many different classes to adults and teens in the community. She gave a percentage breakdown for each town and the FY24 funding proposal. She took next steps for the town. She explained the motions she was looking to get from the board tonight. Curley spoke about recovery and the struggles. He spoke about harm reduction.

**Board Member DeVasto Moved; Board Member Sayre Seconded; and it was voted to accept the 2024 programming proposal from the Outer Cape Opioid working group.**

**Roll Call Vote: 5-0**

**Board Member DeVasto Moved; Board Member Sayre Seconded; and it was voted to have the town administrator direct the health department staff to continue working with Eastham, Truro, and Provincetown counterparts to develop a Memorandum of Agreement regionally pooling opioid settlement resources to develop programming and share in the oversight and implementation.**

**Roll Call Vote: 5-0**

## **VII. *Board/Committee Appointments and Updates***

- A. Dredging Task Force Charge ~** The board to discuss the current charge and make changes if needed.

Board Member Wolf spoke to this agenda item, reading the current charge of the task force, he stated he opinion is to reinforce the charge and doesn't believe it needs to be changed. The board discussed the charge of the DTF. Sayre asked if the board could be overseen by not only the board but by the Assistant Town Administrator to be the point person for the board. He gave some details of what he would like to see moving forward. Aberdale spoke to the board discussing the past practices of the task force with the harbor master. He spoke about the note that was asked to be provided by Dan Robbins from GEI, DeVasto who was the chair at the time and stated he would like to bring the memo to the board.

Chair Carboni explained that this discussion went a little deeper than she expected. They discussed adding on language. Genoa spoke about this being an advisory board, stating that there needed to be a staff member selected to the board to oversee their progress. Pickard came to the microphone to speak about the task force and their charge. Tansey came to the microphone and spoke about the task force. Morse spoke about management. Bacon spoke to the board about the dredging task force, speaking about the town manager Hort who didn't care about the task force or dredging. She stated there has been a great deal of



communication and information that has been presented to the task force and the selectboard. She stated she believed the task force is an advisory board. Brunt asked the board to make a motion to reinstate the original task force's charge tonight and table the past actions to another meeting. Curley stated having dedicated members of the task force to babysit this project is much needed.

**Board Member DeVasto Moved; Board Member Sayre Seconded; and it was voted to reaffirm the Dredging Task Force Charge as stated on the town's website.**

**Roll Call Vote: 5-0**

**Board Member Wolf moved; Board Member Sayre Seconded and it was voted to establish that the chair or co-chair of the dredging task force be the point person of all communications with the selectboard and town administration regarding all dredging.**

Chair Carboni stated she wasn't against the motion in principal and stated she wasn't sure why the board was discussing it now. More discussion ensued.

**Board Member Curley Moved, Board Member DeVasto seconded, and it was voted to amend the original motion to establish the task force designees and to copy administration and the harbor master on any and all communications.**

**Roll Call Vote: 3-2 (Sayre and Wolf voted no)**

**Roll Call Vote on Motion as amended: 5-0**

The board amended the motion to include Ryan's language.

Recess of the meeting took place at 9:33pm

Meeting reconvened at 9:43pm

## **VIII. Business**

- A. Loan Subordination 10 Cranberry Hollow RD ~ Chris Feist & Ross Sormani**  
Russ Sormani spoke to the board from Seaman's bank and explained what this was about. He gave details on the mortgage for Manella that was issued to him. Chair Carboni asked Sormani to explain subordination to the public. He explained it was a stacking order and then went into detail of what it entailed. The board discussed this item. McIlroy explained why this was coming before the board explaining that this was part of the housing authority for his first mortgage, she explained that they were supportive of this subordination.  
**Board Member Sayre Moved; Board Member DeVasto Seconded; and it was voted to acknowledge, assent, and subordinate the mortgage named in the Down Payment and Closing Cost Assistance Program for 10 Cranberry Hollow Road recorded with the Barnstable County Registry of Deeds in Book 32683, at Page 265 on February 11, 2020, to a Seamen's Bank Home Equity Loan Mortgage in the original principal amount of Twenty Thousand and 00/100 (\$20,000.00) Dollars to be recorded with the Barnstable County Registry of Deeds without impairing its collateral in the premises.**  
**Roll Call Vote: 5-0**
- B. Request for Closure ~ The Bookstore Restaurant & Bomb Shelter ~ January 1, 2024, - February 15, 2024, ~ for renovations to both areas of the restaurant.**



Parlante spoke to the board explaining they are looking to close to clean and make repairs.

**Board Member Wolf Moved; Board Member Sayre Seconded; and it was voted to approve the closure of the Bomb Shelter from Monday January 1, 2024, to February 15, 2024, for renovations and updates to both the Bomb Shelter and the restaurant.**

**Roll Call Vote: 5-0**

- C. Residences at Lawrence Hill: Project Update and Select Board's Request to the Executive Office of Housing and Livable Communities for a local preference in the rent-up lottery. ~ Jay Coburn & Vitalia Shklovsky

Coburn and Shklovsky were both at the meeting and had a slide show presentation for the board and public. The slide show updated the board on the progress of the residences at Lawrence Hill and has been awarded a grant for the wastewater project by Mass Works. They are looking for a 70% local preference. She explained is the maximum amount that they can ask for from the state.

Coburn stated that the request must come from the town.

There was an amendment with a decimal point on the first page.

There was some discussion on the percentage.

**Board Member Sayre Moved; Board Member Wolf Seconded to approve the request before the board and to submit request to the EOHLIC for 70% local preference for residences at Lawrence Hill and to authorize Chair Carboni to sign the letter of submission.**

**Roll Call Vote: 5-0**

- D. FY2023 Audit: Powers & Sullivan Contract ~ Rich Waldo

Waldo explained the audit and stated there was a three-year bid with Powers and Sullivan with the option to end after one year. He recommended obtaining powers and Sullivan for another year as they are invested in improving the town's finances. Chair Carboni stated that for a company that wants to keep our business they should have made themselves more available to meet with the board, giving them two separate dates to come before the board, and not being able to make themselves available speaks volumes. Chair Carboni stated she would like to go out to bid. She stated she would support whatever her colleagues would prefer to do.

**Board Member Wolf Moved; Board Member Seconded; and it was voted to contract with Powers and Sullivan for one year**

**Roll Call Vote: 5-0**

- E. Support Letter – Verizon Application to Massachusetts Broadband Institute, FIOS Internet Service

This was an item added to the agenda within the 48-hour timeline, this was not reasonably anticipated by the chair but needed to be brought forth to the board this evening as it is time sensitive. Curley stated the town needed to figure out what they needed to do to procure more than one auditing firm. Genao stated that he will reach out to other towns and get recommendations for different auditing firms.

Waldo informed the board that this came to him from Verizon asking for support for a grant they are seeking that will extend fiber optics into Wellfleet. He gave

some information about residents that don't have broadband and they will be the first to receive that from Verizon. Yeston spoke to the board about this and expressed his support for this letter.

**Chair Carboni Moved; Board Member DeVasto Seconded; and it was voted to authorize the town administrator to sign and submit the letter of support to Verizon's grant application for Massachusetts Broadband Institute.**

**Roll Call Vote: 5-0**

**IX. *Selectboard Reports***

A. There were none.

**X. *Topics for Future Discussion***

A. Affordable Housing Trust requested funds for rentals to be discussed with the Selectboard.

B. Community Forums with the public and selectboard.

C. Orleans (Laura Kelley to come before the board to discuss the pesticides)

D. Morse asked to have the ice machine placed on an agenda.

**XI. *Minutes***

A. November 07, 2023, ~ **Board Member DeVasto Moved; Board Member Sayre Seconded; and it was voted to approve the minutes as amended of November 7, 2023.**

**Roll Call Vote: 5-0**

B. November 14, 2023, ~ **Board Member DeVasto Moved; Board Member Sayre Seconded; and it was voted to approve the minutes as amended of November 14, 2023.**

**Roll Call Vote: 5-0**

**XII. *Adjournment***

**Board Member Curley Moved; Board Member Sayre Seconded; and it was voted to adjourn the meeting.**

**Roll Call Vote: 5-0**

**Meeting adjourned 10:50pm**

***Public Documents:***

*Use of town property application from Wellfleet Historical Society & Museum*

*Deputy Chief LaRocco's Interview questions from each member of the board*

*Mill Creek Lease and License Agreement*

*Hamblen Farm and Pole Hill Conservation Restriction paperwork*

*Slide show from the health department*

*Dredging Task force Charge taken from the town's website.*

*Powers & Sullivan 2023 Audit letter and contract*

*Support Letter for Verizon*

*Meeting minutes of November 7<sup>th</sup> & November 14<sup>th</sup>, 2023.*



# SELECTBOARD

AGENDA ACTION REQUEST  
Meeting Date: December 19, 2023



## ADJOURNMENT

<b>REQUESTED BY:</b>	<b>Selectboard Chair Barbara Carboni</b>
<b>DESIRED ACTION:</b>	<b>To Adjourn the meeting</b>
<b>PROPOSED MOTION:</b>	<b>I move to adjourn</b>
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____