



## Wellfleet Selectboard

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

The Wellfleet Selectboard will hold a public meeting on **Tuesday, December 20, 2022, at 7:00 p.m.** The Chapter 107 of the Acts of 2022, this meeting will be conducted in person and as a courtesy via remote means, per 940 MCR 29.10 and the Town's Remote Participation Policy. While an option for remote attendance and/or participation is provided as a courtesy to the public, the meeting/hearing may not be suspended or terminated if technological problems interrupt the virtual broadcast unless otherwise required by law.

### **Joining the Meeting:**

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

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

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

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

### **To Participate during public comment:**

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

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

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

---

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

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

Chief Pauley to read

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

- A. Approve the closing of town offices at noon on Friday December 23, 2022.
- B. Shellfish Advisory Board ~ Nick Sirucek to be moved from Alternate to acting member
- C. Acceptance of the Community Compact Cabinet's Information Technology Grant, \$190,708 ~ Town Administration
- D. Acceptance of Mass works infrastructure Grant for 95 Lawrence Rd. Wastewater Treatment Facility, \$250,000 ~ Town Administration

- E. Comprehensive Emergency Management Plan ~ Formal vote to approve the presentation given at the December 6, 2022, meeting.
- F. Use of Town Property, January 14, 2023, Uncle Tim's Bridge ~ Wellfleet Historical Society
- G. Approval of Change of Manager New Fleet Corp; DBA: Hog Island Surf Lodge & Beer Yard ~ Mike McNamara
- H. **Common Victualler Licenses:**
  - Ceraldi
  - CShore
  - Fox & Crow
  - Wellfleet Cinemas
  - Wellfleet Drive In, Flea Market
  - Wellfleet Miniature Golf, Dairy Bar & Grill
  - Hog Island Surf Lodge & Beer Yard
  - Dent Donuts
  - The Swan

III. ***Presentation from Nauset Regional School Committee***

- A. Presentation on special election on January 10, 2023

IV. ***Port Profile ~ CCCFA/DMF***

V. ***Public Hearings***

- A. Continuation of Public Hearing from December 6, 2022, **to approve a grant extension to 2000-06** ~ Shellfish Constable Nancy Civetta
- B. Continuation of Public Hearing from December 6, 2022, **to change Definitions, Annual Report with Town Counsel opinion** ~ Shellfish Advisory Board and Shellfish Constable Nancy Civetta
- C. Approve the transfer of grant license # 85-D, 85D-A, and 85D-AB ~ Shellfish Constable Nancy Civetta
- D. Approval of transfer of grant license #2010-01 ~ Shellfish Constable Nancy Civetta
- E. Approve an increase in recreational shellfishing permit fees ~ Shellfish Advisory Board and Shellfish Constable Nancy Civetta
- F. Approve requirement for grant license holders to purchase a Wellfleet commercial shellfishing permit or other fee ~ Shellfish Advisory Board and Shellfish Constable Nancy Civetta
- G. Approval of fees to be charged for public hearings ~ Selectboard
- H. Shellfish Grant Lottery for Egg Island grant numbers 95-15 and 95-16 ~ Shellfish Constable Nancy Civetta

VI. ***Licenses***

- A. Year-Round Alcohol Licenses ~ Please see Selectboard Packet for full list
- B. Weekday Entertainment License ~ Please see Selectboard Packet for full list
- C. Sunday Entertainment License ~ Please see Selectboard Packet for full list

VII. ***Business***

- A. Owners Project Representative Contract ~ Herring River ~ Carole Ridley
- B. To approve a CPC warrant Article ~ 95 Lawrence Road
- C. Draft RFP for Maurice's Campground Operations ~ to approve issuance ~ Town Administrator

**D. Capital Improvement Budgets**

Marina

Library

Water

Shellfish

IT

Maurice's

**E. Inclusionary Zoning Bylaw Amendment ~ Chair Curley**

**VIII. *Selectboard Reports***

**IX. *Town Administrator's Report***

**X. *Topics for Future Discussion***

**XI. *Vacancy Reports***

**XII. *Minutes***

A. December 6, 2022

**XIII. *Adjournment***



## SELECTBOARD

AGENDA ACTION REQUEST  
Meeting Date: December 20, 2022

I

### ANNOUNCEMENTS, OPEN SESSION, AND PUBLIC COMMENTS

<b>REQUESTED BY:</b>	<b>Wellfleet Selectboard</b>
<b>DESIRED ACTION:</b>	<b>Announcements to the board and public</b>
<b>PROPOSED MOTION:</b>  <b>SUMMARY:</b>	<b><u>NOTE:</u></b> Public comments must be brief. 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 _____



**From:** Daniel Keane <[dkeane@eastham-ma.gov](mailto:dkeane@eastham-ma.gov)>  
**Sent:** Thursday, December 8, 2022 9:15 AM  
**To:** Rich Pauley <[rich.pauley@wellfleet-ma.gov](mailto:rich.pauley@wellfleet-ma.gov)>  
**Cc:** Joe Cappello <[Joe.Cappello@wellfleet-ma.gov](mailto:Joe.Cappello@wellfleet-ma.gov)>; Shawn Clark <[Shawn.Clark@wellfleet-ma.gov](mailto:Shawn.Clark@wellfleet-ma.gov)>  
**Subject:** Lt. Shawn Clark

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Chief,

Just a quick note to send my personal thanks to your Lt. Clark.  
We had an auto fire extend into a home last week. Lt. Clark lives nearby.  
Due to minimum staffing, I had to drive the engine to the scene solo.

It was comforting to see a familiar face meet me on location, in full gear!  
Shawn was able to grab the hoseline and attack the fire, quickly preventing it from spreading further.

I'm sure that without Lt. Shawn Clark's assistance, the homeowner would have lost his entire residence.  
It was good to see someone willing to help out their neighbor, both literally and figuratively!  
Please send along my gratitude to him.

Best regards,

Daniel Keane, MPA, CFO  
Fire Chief  
**Eastham Fire Department**  
2520 State Highway  
Eastham, MA 02642  
508 255 2324 (w)  
508 524 8546 (c)  
[dkeane@eastham-ma.gov](mailto:dkeane@eastham-ma.gov)

SB - 12-20-2022



## SELECTBOARD

AGENDA ACTION REQUEST  
Meeting Date: December 20, 2022

II

### CONSENT AGENDA

<b>REQUESTED BY:</b>	<b>Various Parties</b>
<b>DESIRED ACTION:</b>	<b>To approve the following without objection</b>
<b>SUMMARY:</b>	<b>I move to approve the following items with no objection:</b> <ul style="list-style-type: none"><li>○ Approve the closing of town offices at noon on December 23, 2022.</li><li>○ Nick Sirucek appointed from alternat member to acting member of the Shellfish Advisory Board</li><li>○ Acceptance of the Community Compact Technology Grant</li><li>○ Acceptance of the Mass Works Grant</li><li>○ To approve the Comprehensive Emergency Management Plan presented on December 6, 2022</li><li>○ Use of town property ~ Uncle Tim's Bridge candle lit ceremony January 14, 2023</li><li>○ Approval of Change of Manager Hog Island Surf Lodge &amp; Beer Yard ~ Mick McNamara</li><li>○ Common Victualler Licenses – See packet for full list</li></ul>



# TOWN OF WELLFLEET

300 MAIN STREET WELLFLEET MASSACHUSETTS 02667

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

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

Wellfleet Selectboard

RE: Closing of Town Offices on December 23, 2022, at 12:00pm  
December 15, 2022

Dear Selectboard Members,

I am writing to ask that you consider closing town offices on Friday December 23, 2022, at noon so that the hard-working staff are able to begin their holiday travel and preparations. This has been allowed in previous years and it would be greatly appreciated by all.

Thank you for your time and consideration.

Sincerely,

Rebekah Eldridge  
Executive Assistant

Cc: Town Staff



**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 Nick F Sirucek Date 12/10/22

Mailing Address 51 Haywain Way  
Wellfleet, MA 02667

Phone (Home) - (cell) 508-246-2004

E-mail NSirucek@outlook.com

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

- ~10 years working in the town's shellfishing industry

- Have been on the Shellfish Advisory Board for 6 months as an alternate

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

- Have completed the state ethics course for municipal employees

- Have held a state shellfish propagation permit for 6+ years

- Experience in both aquaculture and wild-picking

Committees/Boards of Interest: 1) Shellfish Advisory Board (full member)

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

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

## Town of Wellfleet Boards and Committees

Bike & Walkway Committee	3 year term
Board of Assessors	3 year term
Board of Health	3 year term
Board of Water Commissioners	3 year term
<b>Building and Needs Assessment</b>	3 year term
* <b>Bylaw Committee</b>	3 year term
<b>Cable Advisory Committee</b>	1 year term
Cape Cod Commission	3 year term
*Cape Cod Regional Technical High School	(ATM)
*Charter Review Committee	(ATM)
<b>Commission on Disabilities</b>	3 year term
Community Preservation Committee	3 year term
Comprehensive Wastewater Management	3 year term
<b>Conservation Commission</b>	3 year term
<b>Council on Aging</b>	3 year term
<b>Cultural Council</b>	3 year term
Energy Committee	3 year term
* <b>Finance Committee</b>	3 year term (ATM)
Health Care Campus Committee	Indefinite
Historical Commission	3 year term
Housing Authority	5 year term (ATM)
Local Housing Partnership	1 year term
<b>Marina Advisory Committee</b>	2 year term
<b>Natural Resources Advisory Committee</b>	3 year term
<b>Open Space Committee</b>	1 year term
<b>Personnel Board</b>	3 year term
<b>Planning Board</b>	5 year term
Recreation Committee	3 year term
<b>Recycling Committee</b>	3 year term
<b>Shellfish Advisory Board</b>	3 year term
* Social and Human Services Committee	3 year term
<b>Zoning Board of Appeals</b>	3 year term

### VACANCIES IN BOLD

\* *Appointed by Moderator*

09/16/19



OFFICE OF THE GOVERNOR  
**COMMONWEALTH OF MASSACHUSETTS**  
STATE HOUSE • BOSTON, MA 02133  
(617) 725-4000

**CHARLES D. BAKER**  
GOVERNOR

**KARYN E. POLITO**  
LIEUTENANT GOVERNOR

November 16, 2022

Dear Town Administrator Richard Waldo,

It is with great pleasure that we inform you that your community has been awarded a \$190,708 grant through the Community Compact Cabinet's (CCC) Information Technology grant program. Once again, grant requests exceeded the program's available budget, reiterating the value of the program. Your application was chosen because it met the overarching goal of driving innovation and transformation at the local level via investments in technology.

We want to congratulate you for being a "Compact Community" and striving to make your community a better place by virtue of implementing best practices. Your participation not only provided you with technical assistance, but it also places you in a more competitive position for other state grants, such as this IT program. We are glad to see your community continuing to take advantage of the benefits the CCC program offers, and of the CCC's impact on municipal governance and local services in communities across the Commonwealth.

Attached are the grant documents that need to be completed in order to get the funds to your community. These should be sent to Jennifer McAllister ([mcallisterj@dor.state.ma.us](mailto:mcallisterj@dor.state.ma.us)) at the Division of Local Services (DLS) as soon as possible, but no later than December 30<sup>th</sup>.

We are currently working to schedule an award ceremony in December where we will officially announce the grant winners. You will be notified via email of the specifics regarding this future event soon. Until that time, please refrain from making any public announcement regarding this award. We look forward to celebrating with you in the coming days.

Sincerely,

Handwritten signature of Karyn E. Polito in black ink.

Karyn E. Polito  
Lieutenant Governor

Handwritten signature of Michael J. Heffernan in black ink.

Michael J. Heffernan, Secretary  
Executive Office for Administration and Finance



Commonwealth of Massachusetts  
**EXECUTIVE OFFICE OF  
HOUSING & ECONOMIC DEVELOPMENT**  
One Ashburton Place, Room 2101, Boston, MA 02108

CHARLES D. BAKER  
GOVERNOR

KARYN E. POLITO  
LIEUTENANT GOVERNOR

MIKE KENNEALY  
SECRETARY

TELEPHONE: (617) 788-3610  
[www.mass.gov/hed](http://www.mass.gov/hed)

October 17, 2022

RE: Application **FULL-FY23-Wellfleet-Wellfleet-00887**

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

Dear Administrator Waldo:

Thank you for submitting this application to the FY2023 Community One Stop for Growth. The Executive Office of Housing and Economic Development, Department of Housing and Community Development, and Massachusetts Development Finance Agency (MassDevelopment) worked together to evaluate all eligible applications and recommended the most ready and highest-impact projects for a grant.

On behalf of the Baker-Polito Administration, I am pleased to inform the **Town of Wellfleet (Grantee)** that a grant in the amount of **\$250,000** from the MassWorks Infrastructure Program has been approved to support the **95 Lawrence Rd. Wastewater Treatment Facility** project.

The grantee will be required to submit a completed Pre-Contract Form (to be provided by EOHD) no later than January 31, 2023, to begin the contracting process. A MassWorks team member will reach out directly to discuss any additional conditions or requirements, as well as next steps related to this grant award.

Please be advised that this letter does not constitute an agreement or contract with EOHD or the Commonwealth of Massachusetts, nor does it confer any rights onto the Grantee. Grantee is not authorized to proceed with any grant-related purchases or construction work, until a contract has been fully executed. This grant commitment is contingent upon the successful execution of a contract with EOHD no later than June 30, 2023, with a project scope/timeline confirming that the project can be completed by June 30, 2026. Grantees unable to meet these deadlines, will need to reapply in a future competitive round.

Finally, please note that public announcement of this award is embargoed until the Administration has had the opportunity to formally announce it through a local event and/or media release. Please refrain from sharing or publicizing news of this award outside of your organization until it is officially announced.

Sincerely,

  
Mike Kennealy  
Secretary

**COMMUNITY  
ONE STOP  
FOR GROWTH**  
[mass.gov/onestop](http://mass.gov/onestop)



**TOWN OF WELLFLEET**

**COMPREHENSIVE EMERGENCY MANAGEMENT  
PLAN**



**December 2022**



# Promulgation Statement

---

A primary role of government is to provide for the safety and welfare of its citizens. The welfare and safety of citizens are never more threatened than during times of disaster and other serious emergencies. A goal of emergency management is to ensure that effective multidisciplinary and multi-jurisdictional mitigation, preparedness, response, and recovery plans exist so that public welfare and safety are preserved.

The Wellfleet Comprehensive Emergency Management Plan (CEMP) provides a framework for a community-wide emergency management system to ensure a coordinated response to emergencies and coordinated support of certain pre-planned events. The CEMP addresses the roles and responsibilities of all community departments, agencies, government organizations, volunteers, and community partners that may be involved in response operations and identifies how regional, state, federal, private sector, and other resources may be activated to address disasters and emergencies in the community.

It is intended that this plan and annexes conform to the terms and conditions of all Massachusetts Laws and Regulations and, as amended, the Commonwealth of Massachusetts Comprehensive Emergency Management Plan and such Federal Acts and Regulations as may be applicable. The Wellfleet Comprehensive Emergency Management Plan assures consistency with current national and state policy guidance and describes the interrelationship with other levels of government. This plan will continue to evolve, responding to lessons learned from actual disasters and emergency experiences, ongoing planning efforts, training and exercise activities, and continuing state and federal guidelines.

Therefore, in recognition of the emergency management responsibilities of the Wellfleet Select Board and within their authority vested by the citizens of Wellfleet, we do hereby promulgate the attached Wellfleet Comprehensive Emergency Management Plan on this 20th day of December 2022.

\_\_\_\_\_  
Ryan Curley, Select Board Chair

\_\_\_\_\_  
Michael Devasto, Select Board Vice Chair

\_\_\_\_\_  
John Wolf, Select Board Member

\_\_\_\_\_  
Barbara Carboni, Select Board Member

\_\_\_\_\_  
Kathleen Bacon, Select Board Member

# Approval and Implementation

---

This Comprehensive Emergency Management Plan (CEMP) for Wellfleet will become effective and considered approved upon signing by the Wellfleet Select Board and the Emergency Management Director. When approved, this plan will supersede all previous plans for emergency management.

The Chair of the Select Board authorizes certain Wellfleet officials to make certain modifications to this plan without the express written approval of the Select Board. These modifications must be recorded in the Record of Changes section of this plan.

Authorized modifications include:

- Changes to contact information
- Updating links and special facilities

The following Wellfleet officials have the authority to make the above-named changes.

1. Town Administrator
2. Police Chief/Emergency Management Director
3. Fire Chief
4. DPW Director
5. Health Agent

---

Ryan Curley  
CHAIR OF SELECT BOARD

---

DATE

---

Police Chief Michael Hurley  
EMERGENCY MANAGEMENT DIRECTOR

---

DATE



## Signature Page

---

The following Wellfleet officials have reviewed the plan and acknowledge their department's roles and responsibilities.

---

Richard Waldo, Town Administrator                      DATE

---

Michael Hurley, Emergency Management Director      DATE

---

Richard Pauley, Fire Chief                                      DATE

---

Michael Hurley, Police Chief                                      DATE

---

Jay Norton, Director of Public Works                      DATE

---

Hillary Greenberg-Lemos, Director of Public Health      DATE

---

Suzanne Grout Thomas, Director of Community Services      DATE

---

Brooke Clenchy, Superintendent of Schools                      DATE

---

# Introduction

---

When a disaster impacts a community, the community must organize to provide a coordinated, comprehensive response and recovery actions and resources. Resource needs have to be determined and prioritized; response elements have to be identified and dispatched; reports and records have to be maintained in an organized fashion.

To guide response activities and ensure effective and efficient coordination, Wellfleet has developed this Comprehensive Emergency Management Plan (CEMP). The Comprehensive Emergency Management Plan defines the scope of preparedness and emergency management activities in the community and facilitates all hazard preparedness, mitigation, response, and short-term recovery activities, thereby setting the stage for a successful long-term recovery. The Wellfleet CEMP describes the community's emergency management organization, including the roles, responsibilities, and operations of Wellfleet and all of its departments and agencies during a disaster, major emergency, or planned event. The CEMP describes the relationship between the community and local, regional, state, and federal emergency response structures. The CEMP:

- Formulates policies designated to protect life and property during incidents affecting or threatening life or property within the community.
- Provides guidance for strategic thinking and decision-making as it relates to emergency operations.
- Assigns department or agency roles and responsibilities to mitigate, prepare for, respond to, and recover from incidents threatening life or property within the community.
- Officially establishes NIMS and the Incident Command System (ICS) as the organizational structure to guide activities during an emergency affecting the community.
- Identifies lines of authority and community policy related to emergencies and disasters.

Wellfleet activates its CEMP when the community must respond to an emergency situation that requires multi-agency coordination within the community, and/or may require support from other local, state, and federal entities. In addition, Wellfleet may activate the CEMP to coordinate multi-agency and/or multi-jurisdictional support of a pre-planned event.

The Wellfleet CEMP does not supersede any departmental standard operating procedure (SOP) or responsibility for day-to-day operations. The CEMP supplements but does not supplant the responsibilities or duties of any department or agency. The CEMP also describes cooperation and integration of actions with other nearby communities and response entities. This plan is not intended to limit or restrict the initiative, judgment, or independent action required to provide appropriate and effective emergency response, disaster mitigation activities, preparedness, and recovery efforts.

The CEMP is based on the Federal Response Plan (FRP), the National Response Framework (NRF) and National Preparedness Goal, and is compliant with the National Incident

Management System (NIMS), Incident Command System (ICS), and the Comprehensive Preparedness Guide (CPG) 101 Version 2 national standards. The CEMP is also compatible with the state-level Massachusetts Comprehensive Emergency Management Plan (CEMP).

All appointed and elected community officials, community departments, community volunteers and partner agencies should become familiar with this document to ensure efficient and effective execution of their emergency responsibilities. While the plan can help to establish the relationships, responsibilities, and general guidelines for community departments to use during an emergency, it does not replace the responsibility each department has in developing its own emergency protocols and testing its own plans. The CEMP is only one aspect of a prepared and resilient community.

## Purpose

---

The purpose of the Wellfleet Comprehensive Emergency Management Plan (CEMP) is to establish the overall framework for integration and coordination of emergency management and response activities and to facilitate a coordinated response to any emergency or event in the Community requiring multi-agency response or support. The CEMP identifies local agencies and partner organizations that provide command and coordination capabilities for an emergency or event and describes how command and response components are organized and managed. The plan provides guidance to all departments and agencies in the Community and details the general roles and responsibilities of local departments and partnering stakeholders before, during, and following an emergency situation or event. It also provides for the systematic integration of additional emergency resources but does not replace other federal, state, or national emergency operations plans or procedures. It identifies lines of authority, and organizational relationships for managing emergency response actions, describes how people and property are protected in an emergency or disaster, and identifies legal authority.

Further, the purpose of this plan is to prescribe those activities to be taken by the Community Chief Municipal Official as well as by other government and community officials to protect the lives and property of all of the citizens of the Community in the event of a natural or human-caused emergency or disaster, including terrorism, and to satisfy the requirement that the Community has an effective and operational emergency management plan.

The CEMP consists of this Base Plan and a series of attachments, which provide an in-depth tool to build a strong emergency management plan.

The CEMP is intended to accomplish the following goals:

- Assign responsibilities to agencies, organizations, and individuals for carrying out specific actions during an emergency or event;
- Detail the methods and procedures to be used by designated personnel to assess emergencies and take appropriate actions to save lives and reduce injuries, prevent or minimize damage to public and private property, and protect the environment;
- Provide a process by which emergency response personnel and local government staff can efficiently and effectively prevent, mitigate, prepare for, respond to, and recover from emergencies and disasters;
  
- Identify the responsibilities of local agencies and partnering stakeholder and organizations during emergencies or events; and
- Identify lines of authority and coordination for the management of an emergency or event.

## Scope

---

This Plan encompasses all four phases of the emergency management cycle - - preparedness, mitigation, response, and recovery - - and applies to all Community departments and agencies as well as other response agencies operating within the geographical boundary of the Community. The plan is applicable to all organizations acting for or on behalf of the government of Wellfleet in response to an emergency or in support of an event. Department or organization-specific plans may be developed by community agencies and/or partners to augment this plan to more efficiently detail and integrate actions related to the agency- or venue-specific requirements.

This Plan addresses two different types of response scenarios:

- **Planned or Anticipated Incidents:** Incidents that can be planned for in advance, such as a hurricane, a winter storm, extreme temperatures, major crowd events or VIP visits, etc. and;
- **Immediate Response Incidents:** such as a major traffic accident, airplane crash, tornado, earthquake, fire, hazmat incident, active shooter, kidnapping, major crime, etc.



# Situation

---

## Community Characteristics

**Geography:** The town of Wellfleet is located in Barnstable County in Massachusetts in the Southeastern portion of the Commonwealth. The Community has a total area of 35.4 square miles, of which 19.8 square miles is land and 15.6 square miles is water. The Community is bordered by the Atlantic Ocean to the east, North Eastham to the south, Wellfleet Harbor to the west, and Truro to the north. The Community's peak elevation is 50 feet.

**Population:** According to the 2020 United States Census Bureau, the population of Wellfleet is approximately 3,566 and includes 1,524 households. The population consists of approximately 13 % under the age of 18, 7 % persons aged 18 to 24, 16.6 % aged 25 to 44, 28.1 % aged 45 to 64, and 35.3 % aged 65 years of age or older. The median age was 57.2 years.

- **Access and Functional Needs:** About 6.7% of the population in Wellfleet present with a disability affecting at least one of the following areas: sensory, cognitive, ambulatory, self-care, or independent living. Other groups with function-based needs that may not be captured in demographic data may include but are not limited to, people who are morbidly obese, pregnant women, people who require prescription medication for daily well-being, and people who are transportation disadvantaged.
- **Language:** Wellfleet residents, or 7.1% of the population, speak a language other than English at home. Of these, about, or 92% of the population, speak English at a level less than "very well." Non-English languages spoken in Wellfleet include Spanish, Indo-European, Asian/islander, and others.

**Roadway Infrastructure:** Wellfleet contains several primary and secondary roadways in addition to local and private roadways. Within Wellfleet, there is the main highway, Route 6. There is a main street or shopping area located on Main Street. The town doesn't have any main bridges, only walking bridges. The majority of Wellfleet is a beach or conservation land.

# Threat, Hazard, and Vulnerability Analysis Summary

---

Wellfleet has completed a threat, hazard, and vulnerability assessment for the jurisdiction by Sea, Lake, and Overland Surges from Hurricanes (SLOSH) model, Cape Cod Commission's Sea Level Rise Model, and Flood Plans. The analysis identified the following potential hazards and threats, vulnerabilities, and impacts on population, property, and critical infrastructure.

## Natural Hazards

*Natural Hazards* are defined as naturally occurring events - such as riverine flooding, aerial flooding, hurricanes, tropical storms, coastal flooding, earthquakes, tornadoes, wildland fires, pandemics, and severe winter storms - that have the potential to harm people, property or the environment. The following natural hazards are capable of causing an impact in Wellfleet:

- **Elevated Summer temperatures:** Due to increased population density during summer time along with rising temperatures, individuals may face heat stroke and severe dehydration.
- **Coastline Erosion:** Wellfleet has a high erosion rate due to most of the town being coastline. Many houses and buildings are at risk and need to track the erosion lines often.
- **Damaging winds:** Due to Wellfleet being a coastline town, the winds can assist in the town's erosion along with the winds being powerful, coming off the ocean and damaging properties.
- **Flooding:** Due to Wellfleet being a coastline town, flooding is common and often extreme. Many storms and nor'easters will impact the flooding within the town of Wellfleet.
- **Hurricane vulnerability:** Wellfleet's hurricane vulnerability is high due to being directly on the coast, and the town has suffered from numerous hurricanes because of this.
- **Pandemic:** Wellfleet is vulnerable to any pandemic that impacts the Commonwealth.

## Technological Hazards

*Technological Hazards* generally refer to hazardous materials, petroleum, natural gas, synthetic gas, acutely toxic chemicals, and other toxic chemicals at fixed facilities or in transport. The following technological hazards are capable of causing an impact in Wellfleet:

- Tier 2 facilities: There are ten facilities in Wellfleet that have chemicals in reportable quantities onsite at any given time. The Fire Department maintains information on these facilities and the chemicals onsite.

## **Transportation Hazards**

*Transportation Hazards* generally refer to hazards that exist on the various transportation networks in a community. These could include roadways, railways, waterways that may serve as routes for transporting hazardous materials, or airfields in the communities. This includes the following transportation networks in Wellfleet:

- Route 6 exiting the town could pose a hazard considering it is the only main road out of town.

## **Man-Made Hazards**

*Man-Made Hazards* generally refer to hazards that are caused by humans, either accidentally or intentionally. These could include but are not limited to, cyber threats, chemical, biological, radiological, nuclear, and high-yield explosive (CBRNE) threats, and terrorism. The following man-made hazards are capable of causing an impact in Wellfleet:

- CBRNE: although not a high risk, the community and our planned community events may be vulnerable to any incidents involving chemical, biological, radiological, nuclear or explosive devices or weapons.

## **Critical Facilities and Infrastructure Summary**

Below is a summary of critical infrastructure that is likely to be impacted by one or more of the hazards defined above.

### **Utilities**

Water supply and sewage-disposal services are provided by Ken Rose Septic System. Wellfleet's water comes from the two main well fields located in Wellfleet. The wells are located off Gristmill Way and Old County Road.

Eversource is the primary distributor of electric power to the Wellfleet.

F.A. Days & Sons is the primary provider of natural gas.

### **Special Facilities**

Special facilities include schools, daycares, assisted living, camps, halfway houses, mobile home parks, nursing homes, jails and prisons, and other buildings housing vulnerable populations. Wellfleet is home to the following special facilities:

- Wellfleet Elementary School- 100 Lawrence Road
- Campground- 180 Old Kings Highway
- Campground- 80 Route 6
- Daycare- 100 Lawrence Road
- Mobile Home Park- 210 West Road

### **Critical Facilities and Infrastructure**

Critical facilities and infrastructure include public safety buildings, bridges, tunnels, police and fire stations, water and wastewater treatment plants, public works buildings, power plants, pumping stations, communication towers, and other critical infrastructure.

- EOC Location- Wellfleet Fire Dept. - 10 Lawrence Road
- Eoc Location- Wellfleet PD- 36 Gross Hill Road
- Fire Station- Wellfleet Fire Department- 10 Lawrence Road

- Police Station- Wellfleet PD - 36 Gross Hill Road
- Traffic Control Point- TCP Rte 6 & Lecount Hallow Road
- Traffic Control Point- TCP Rte 6 & School St.
- Traffic Control Point- TCP Rte 6 & Briar Lane
- Traffic Control Point-TCP Rte 6 & Main Street

### **Hazardous Materials Facilities**

Hazardous facilities include buildings that maintain hazardous chemicals or materials on site, including fuel transfer stations, Tier II facilities, and any facility in or near the community that would be classified as otherwise hazardous.

- Fuel Transfer Station, located at 370 Coles Neck road

### **Health and Medical Facilities**

Health and medical facilities include hospitals, clinics, treatment centers, hospice centers, mental health centers, renal care centers, respites, and any other applicable facility that provides critical medical or healthcare services.

- Outer Cape Health Services– Wellfleet Health Center- 3130 State Highway Route 6 Wellfleet MA, 02667
- Outer Cape Health Services– Wellfleet Pharmacy - 2700 Route 6 Wellfleet MA, 02667

### **Access and Functional Needs Populations**

The needs of children, the elderly, and individuals with disabilities, chronic health conditions and other access and functional needs are an important planning consideration in the development of this CEMP. The following is the definition of Access and Functional Needs populations for the purposes of this plan:

*“Populations whose members may have additional requirements for support before, during, and after an emergency, including, but not limited to maintaining independence, communication and access to information, transportation and medical care. Access and functional needs populations may include individuals with disabilities, persons living in institutionalized settings,*

*the elderly, children, people from diverse cultures, individuals who do not speak English fluently, and individuals without access to transportation.”*

Provisions for people with various function-based needs have been incorporated into this plan where applicable, thereby ensuring functional needs considerations are an integral part of this CEMP.

## Planning Assumptions

---

- Wellfleet and/or the Commonwealth have effective prediction and warning systems, allowing Wellfleet to anticipate specific emergencies that may impact Wellfleet.
- When anticipating or in response to an emergency, the Chief Municipal Officer, Richard Waldo, and EOC manager, Chief Michael Hurley, are responsible for taking action, including the activation of this plan, to mitigate impacts, save lives, protect property, and the environment, assist survivors and restore essential services and facilities.
- Wellfleet officials, agencies, and partners are familiar with the CEMP, understand their roles and responsibilities under the CEMP, maintain appropriate plans, policies, and procedures to carry out those responsibilities, and maintain a state of readiness. Day-to-day functions which do not contribute directly to the emergency operation may be suspended for the duration of an emergency/disaster. Resources that would normally be required for those daily functions will be redirected to tasks in support of the emergency response.
- Wellfleet will use its own resources in response to an emergency or disaster. Once local resources are exhausted (or near-exhausted), requests for assistance will be made.
- A large-scale emergency or disaster may overwhelm available local resources, leading to the need for support from local/mutual aid jurisdictions, private sector partners, state agencies, and the federal government.
- Wellfleet anticipates support from surrounding communities and other response organizations should the resources of Wellfleet become exhausted. Adjacent communities and other government agencies will render assistance in accordance with the provisions of written intergovernmental and mutual aid support agreements in place at the time of the emergency.
- When the resources of Wellfleet are fully committed, and mutual aid from surrounding jurisdictions is exhausted, the Massachusetts Emergency Management Agency (MEMA) may coordinate the provision of additional assistance to address unmet needs.
- Disaster support from federal agencies may take at least 72 hours to arrive.
- Facilities required to file Tier II reports develop, coordinate and provide copies of emergency plans annually to the Emergency Management Director and/or Fire Chief and/or other state departments and agencies as applicable and required by codes, laws, regulations, or requirements.
- Whenever warranted, the Chief Municipal Officer, Richard Waldo, may declare a local State of Emergency for Wellfleet in accordance with the provisions of Massachusetts General Laws.
- Chief Municipal Officer Richard Waldo has the authority to issue evacuation and/or shelter-in-place orders or recommendations for the residents and/or businesses of

Wellfleet. Evacuation and/or shelter-in-place orders will be communicated to residents and businesses by all appropriate means.

- In the event that an evacuation of the Community, or any part thereof, is ordered, the majority of the evacuees will utilize their own transportation resources to evacuate. However, a percentage of the population does not have access to transportation and will require transportation assistance.
- Individuals with pets will bring their pets with them when they evacuate. Those with livestock or other farm animals will take appropriate measures to safeguard their animals via sheltering or evacuation as appropriate.
- Wellfleet and its response partners will need to provide additional/enhanced assistance to individuals with access and functional needs, including but not limited to children, the elderly, individuals with disabilities, and/or chronic conditions.



# Concept of Operations

---

The concept of operations describes the sequence and scope of emergency response. The Wellfleet Police Department has the primary responsibility for coordinating emergency management activities in Wellfleet. These activities support the following priorities:

- Minimize injury and loss of life
- Minimize property damage
- Minimize adverse environmental and economic impact
- Provide timely and accurate information to the public regarding emergency situations
- Provide for the immediate needs of disaster survivors
- Acquire, assess and disseminate emergency information
- Restore essential utilities and functions

## Overview

The Massachusetts Civil Defense Act requires that every city and town in the Commonwealth establish a local emergency management program and appoint an official to oversee the program (typically known as the Emergency Management Director (EMD)). The EMD and other local officials are responsible for directing evacuations, opening shelters, coordinating the actions of local departments and agencies, mobilizing local resources, activating mutual aid agreements with other cities and towns, and requesting state assistance in accordance with the plans and procedures developed by the local emergency management program.

## Plan Activation

The CEMP and its associated annexes will be executed in whole or in part as directed by the Chief Municipal Officer, the Emergency Management Director, or other duly authorized representatives in response to an existing or impending emergency. This plan may also be activated under the following circumstances:

- At the time of an actual disaster
- When the Town of Wellfleet Select Board has declared a local state of emergency.
- When the Governor of Massachusetts has declared a State of Emergency for areas that include Wellfleet; or
- When a Presidential Declaration of an Emergency or Disaster is issued for areas that include Wellfleet.

## **Phases of Emergency Management**

The Wellfleet's comprehensive emergency management program addresses all phases of emergency management for all types of incidents, including prevention and mitigation, preparedness, response, and recovery.

### **Prevention and Mitigation**

Prevention involves identifying preventative, corrective, or deterring measures and actions to prevent or limit bodily injury, loss of life or property damage from disasters and emergencies. It includes consideration of policy issues as well as structural projects within the government and the private sector. Preventive measures are designed to provide more permanent protection from disasters; however, not all disasters can be prevented.

The goal of mitigation is to prevent future loss by eliminating or reducing risks. Mitigation activities link the recovery and preparedness phases in the emergency management cycle and can occur before or after an emergency. The goals of pre-emergency mitigation activities are to prevent an emergency, reduce the chance of an emergency happening, or reduce the damaging effects of unavoidable emergencies. The goal of post-emergency mitigation is to eliminate or reduce the impact of the hazards realized during the emergency. Post-emergency mitigation is part of the recovery process.

### **Preparedness**

Preparedness involves activities undertaken in advance of an emergency or disaster to adequately prepare for and develop the capability to respond to an emergency. Preparedness activities include planning, organizing, training, equipping, exercising, evaluating, and implementing corrective actions for the emergency management program and organization.

Preparedness activities develop operational capabilities and enable an effective response to an emergency or disaster, and involve working with government partners, the private sector, and non-governmental and volunteer organizations to coordinate pre-disaster education and planning activities and lay the groundwork for coordinated disaster response.

### **Response**

Response is the actual provision of emergency services during a crisis, including the coordination and management of resources to support emergency response operations. These activities help to reduce casualties and damage and to speed recovery. Response activities include alerting and notifying the public, resource and logistical coordination, addressing immediate life safety issues, stabilization of the incident, and public information.

Wellfleet responds to emergencies by activating the Comprehensive Emergency Management Plan, activating the Emergency Operations Center, coordinating with public,

private, and volunteer response partners as needed, coordinating and managing resources in support of emergency response, and preparing for recovery activities.

## **Recovery**

Recovery activities may be both short-term and long-term, ranging from conducting damage assessments, removing debris, and restoration of critical facilities/infrastructure and essential utilities such as water and power, to providing assistance to communities to rebuild homes and businesses. Recovery may also incorporate mitigation measures designed to prevent future occurrences of a given hazard. Recovery begins as soon as possible after an incident occurs and may commence during the response phase.

# Direction, Control, and Coordination

---

## National Incident Management System

Wellfleet's emergency management organization is structured in accordance with the National Incident Management (NIMS) and the Incident Command System (ICS). NIMS integrates existing processes and methods into a unified national framework for incident management. This framework forms the basis for interoperability and compatibility that enable a diverse set of public and private organizations to conduct effective incident management operations.

It does this through a core set of concepts, principles, procedures, organizational structures (Incident Command System, multi-agency coordination, and joint information systems), terminology, and standards requirements applicable to a broad community of NIMS users. To ensure interoperability and compatibility, NIMS is based on an appropriate balance of flexibility and standardization. It provides a consistent and flexible national framework within which government and private entities at all levels can work together to manage domestic incidents, regardless of their cause, size, location, or complexity.

## Incident Command System

Emergency management and incident response in Wellfleet is coordinated using the Incident Command System (ICS). ICS enables effective incident management by integrating a combination of facilities, equipment, personnel, procedures, and communications operating within a common organizational structure. ICS is used to organize both near-term and long-term operations for a broad spectrum of emergencies, from small to complex incidents, both natural and manmade. ICS is used by all levels of government – federal, state, regional, and local – as well as by many private-sector and NGOs.

All activity undertaken under the CEMP shall be coordinated using the Incident Command System (ICS) and the National Incident Management System (NIMS) in accordance with Homeland Security Presidential Directive (HSPD) 5.

### Incident Command

Single Incident Commander - Most incidents involve a single incident commander. In these incidents, a single person commands the incident response and is the decision-making authority.

### Unified Command

A Unified Command involves two or more individuals sharing the authority normally held by a single incident commander. Unified Command may be used during larger incidents or incidents involving multiple agencies or jurisdictions. A Unified Command typically includes a command representative from major involved agencies and/or jurisdictions. A Unified Command acts as a single entity. It is important to note that in Unified Command, the command representatives will appoint a single Operations Section Chief.

## **Area Command**

During a situation involving multiple incidents, an Area Command may be established to provide for Incident Commanders at separate locations. Generally, an Area Commander will be assigned - a single person - and the Area Command will operate to provide logistical and administrative support to the separate incidents and their incident commanders. Area Command usually does not include an Operations function.

## **Transfer of Command**

Responsibility can be transferred during an incident for several reasons. As the incident grows, a more qualified person may be required to take over as Incident Commander to handle the ever-growing needs of the incident. Or, this may occur in reverse; when an incident reduces, the command can be passed down to a less qualified person but still qualified to run the now-smaller incident. Other reasons to transfer command include jurisdictional change if the incident moves to a different location or area of responsibility or the normal turnover of personnel due to extended incidents. The transfer of command process always includes a transfer of command briefing, IC to IC, which may be oral, written, or a combination of both. A Transfer of Command is posted and announced on all radio and communication networks.

## **Incident Coordination and/or Response Locations/Facilities**

Various types of operational support facilities are established in the vicinity of an incident, depending on its size and complexity, to accomplish a variety of purposes. [Wellfleet ] may operate one or more of the following incident coordination and/or response facilities during an emergency or disaster:

- Incident Command Post
- Emergency Operations Center
- Staging Area
- Points of Distribution
- Evacuation Assembly Points
- Evacuation Transportation Hubs

## **Incident Command Post**

An Incident Command Post (ICP) is the field location where the Incident Commander operates, the onsite response is directly coordinated, and onsite resource needs are identified and communicated. There is only one ICP for each incident or event, but it may change locations during the event. The ICP may be located in a vehicle, trailer, tent, or within a building. The ICP will be positioned outside of the incident scene and the potential hazard zone but close enough to the incident to maintain a visual presence and command status. The on-scene Incident Commander has tactical control of and authority over all resources at the scene.

## Emergency Operations Center

The Wellfleet Emergency Operations Center (EOC) serves as the central point for coordination of the community’s emergency management and response activities, maintaining situational awareness about the emergency situation, and facilitating requests for the deployment of resources.

- Primary EOC:               Wellfleet Fire & Rescue Department  
10 Lawrence Rd, Wellfleet, MA 02667  
(508) 349-3754

In the event that the primary EOC is rendered or deemed unusable, emergency operations will relocate to the alternate EOC.

- Alternate EOC:           Wellfleet Police Department  
36 Gross Hill Rd, Wellfleet, MA 02667  
(508) 349-3702

The Emergency Management Director (EMD) often serves as the EOC Manager and has the responsibility and authority for managing the EOC and the community’s emergency management organization during an emergency or disaster. The EOC Manager has the authority to make all routine decisions and is charged with advising chief municipal officials when major decisions need to be made. The EOC Manager serves as a liaison with the State and Federal emergency agencies. It is recommended that you use the GIS Excel Spreadsheet provided by MEMA to detail these locations, so your Critical Infrastructure can also be reflected on a map.

Facility type:	Name:	Address:	Town:	Zip:
Communication Towers- public	Fire Tower	2000 Route 6	Wellfleet	02667
Communication Towers- public	Wellfleet PD	36 Gross Hill Road	Wellfleet	02667
Electric Substations	Eversource Sub Station	Gross Hill Road	Wellfleet	02667
Water Dept/WTPs/ Pump Station	Water Pump Station	800 Old Kings Road	Wellfleet	02667

## **EOC Goals**

The following are the general goals for the emergency operations center. These goals can be adjusted by the EOC Manager in coordination with the Chief Municipal officer and the incident commander when the EOC is activated.

- Establish and maintain communications with all levels of responders in all locations in order to establish an accounting of resources, personnel, and damages.
  - Obtain and maintain situational awareness of the incident and ensure responders have a common operating picture.
  - Establish an incident planning cycle.
  - Mobilize and deploy resources and assets to support emergency response, guided by the set priorities.
  - Establish a seamless transition into recovery operations.
  - Provide emergency notification, and warning to responders and residents
  - Assess and document impacts from events for recovery process

## **EOC Activation Levels**

The Wellfleet EOC has designated three activation levels that increase in intensity, ranging from modest emergency effects associated with Level 1 to catastrophic emergency effects associated with Level 3.

- Level 1: EOC minimally staffed with key personnel to monitor the situation
- Level 2: EOC partially staffed to monitor the situation, facilitate occasional resource requests, and maintain situational awareness
- Level 3: Fully staffed to monitor the situation, facilitate larger volumes of resources requests, and maintain situational awareness

## **EOC Equipment**

The Emergency Management Director or designee will ensure the equipment in the EOC is functional and ready to support activation. This equipment includes:

- 3 Laptops
- 2 Phones
- 3 Monitors
- 1 Smart Board
- 1 Radio/Base Station

This equipment is tested on a once-a-month basis to ensure its readiness. Additionally, exercises of the EOC may be held on an annual schedule.

## **EOC Staffing**

The Emergency Management Director or designee will maintain a current list of EOC positions. The EMD will coordinate with department heads to identify and train staff to serve in EOC positions. Department heads or their designees will develop and maintain a contact list of personnel that would be available to fill needed positions within the EOC. This list can be found at the Wellfleet Fire and Rescue Department and also as an attachment to this plan. Each department will maintain these lists and provide a monthly status update to Emergency Management.

## **EOC Activation**

When a decision to activate the EOC has been made, staff needed to support EOC operations will be notified of an EOC activation via a telephone call, the primary notification system for EOC activations. The EMD or designee will activate this notification system. Each EOC member will be notified that the EOC has been activated and will be provided with the time to report to the EOC and the method to verify receipt of the notification. A backup notification system email or alert message will be used if necessary.

## **EOC Deactivation**

The EOC Manager/EMD, in consultation with the Chief Municipal Official and the Incident Commander, is responsible for the decision to deactivate the EOC. As response phase operations wind down, EOC personnel and other staff will be released from the EOC when they are no longer needed to support response efforts.

## **Staging Area**

A staging area is a location where resources needed to support emergency response operations are aggregated and readied for deployment. A staging area, which could be co-located with an ICP, should be located close enough to the incident to allow a timely deployment of assets to the area of the incident but far enough away to be out of the immediate impact zone. There may be more than one staging area supporting an incident.

Facility Type:	Name:	Address:	Town:	Zip:
Town Hall	Wellfleet Town Hall	300 Main Street	Wellfleet	02667
DPW Yards/Offices	DPW Building	220 West Main Street	Wellfleet	02667
School	Wellfleet Elementary	100 Lawrence Rd.	Wellfleet	02667



## Points of Distribution

Points of Distribution (PODs) are centralized locations where the public can obtain critical commodities following a disaster or emergency. PODs can accommodate vehicle traffic (drive-through), pedestrian traffic (walk-through), and/or mass transit traffic (bus or rail). Typical critical commodities provided to impacted populations through PODs can include but are not limited to, shelf-stable food, bottled water, ice, tarps, and/or blankets.

Facility Type:	Name:	Address:	Town:	Zip:
Meeting Hall	Catholic Church	2282 Route 6	Wellfleet	02667
Meeting Hall	Preservation Hall	338 Main Street	Wellfleet	02667
Other	Wellfleet Cinema	51 Route 6	Wellfleet	02667
Other	ACC Center	715 Old King Highway	Wellfleet	02667

## Shelters

Wellfleet has designated three facilities that can be used to shelter evacuees or displaced persons in emergency situations. Shelter facilities will be managed by Barnstable County Regional Emergency Management Committee BCREMC and provide mass care services to evacuees and displaced persons. Shelter facilities will be activated at the direction of the EMD or EOC Manager; shelter facilities are not automatically activated during times of emergency; therefore, residents should obtain guidance and information from local officials on which shelters may be open.

The following facilities are designated as emergency shelters and may be activated during times of emergency.

- Nauset High School  
100 Cable Rd, Eastham, MA
- Lower Cape Regional Tech  
351 Pleasant Lake Ave, Harwich, MA
- Dennis Yarmouth High School  
210 Station Avenue, South Yarmouth, MA

## Evacuation

Title of Chief Municipal Officer or other officials with evacuation authority has the authority to issue evacuation orders or recommendations. The Governor also has the authority to make evacuation recommendations and issue evacuation orders under a Gubernatorial Declaration of Emergency.

In the event that an evacuation is recommended or mandated, the population designated for evacuation will leave the affected area using their own private vehicles or be transported from Evacuation Assembly Points with transportation assets coordinated/obtained by Wellfleet.

Depending upon the hazard and other circumstances, shelters for evacuees may be located within or outside of the Community.

Evacuees are expected to follow the direction and guidance of trained emergency workers, traffic coordinators, and other assigned emergency officials.

Evacuation routes should be pre-identified by the Emergency Management Director in coordination with other community officials. Evacuation routes for this community are:

### Evacuation Assembly Points

Evacuation Assembly Points (EAPs) are location(s) within the community that serve as assembly points for evacuees who do not have their own transportation. EAPs are typically located at cross streets and within walking distance of nearby residences. Wellfleet will use buses or other vehicles to pick up evacuees from EAPs and transport them to either a shelter or a local evacuation transportation hub. EAPs are locally designated and operated and are likely not in enclosed facilities (similar to a bus stop concept). Support services are typically not provided at EAPs.

Facility type:	Name:	Address:	Town:	Zip:
Government	Town Hall	300 Main St	Wellfleet	
Government	Police Station	36 Gross Hill	Wellfleet	
Government	Fire Department	10 Lawrence	Wellfleet	
Government	ACC Center	715 Old Kings Hwy	Wellfleet	
Business	Wellfleet Drive-In	51 Rt 6	Wellfleet	

### Evacuation Transportation Hub (T-Hub)

In situations when residents may need to be evacuated outside of the community, Wellfleet will activate one or more Evacuation Transportation Hubs (T-Hubs) where large numbers of evacuees transported from EAPs throughout the community assemble and wait for transportation to either a state-operated Regional Reception Center (RRC) or a designated shelter outside of a community. T-Hubs are locally-operated, have adequate indoor facilities to stage evacuees and adequate outdoor areas for vehicle staging and evacuee embarkation. The Commonwealth is responsible for providing buses or other vehicles to transport evacuees from local T-Hubs to RRCs or shelters.

Facilities type:	Name:	Address:	Town:	Zip:
------------------	-------	----------	-------	------

# Organization and Assignment of Responsibilities

---

## Organization Leadership

Wellfleet has designated emergency management leads that, depending on the severity of the event, may or may not be involved in emergency response and coordination activities. These leads include the Chief Municipal Officer, the Emergency Management Director, key Wellfleet staff designated to support the emergency operations center, and response partners such as private sector organizations, volunteer organizations, as well as regional, state, and federal partners. Some or all of these staff may help form an emergency management decision team to help guide the community's response.

### Chief Municipal Officer

Wellfleet has an open town meeting form of government. Chief Michael Hurley serves as the chief Municipal officer for the town and is responsible for providing for the protection of the lives and property of the citizens of the Community.

Chief Michael Hurley provides leadership and direction in setting objectives and priorities during emergencies and disasters. Chief Michael Hurley may declare a local state of emergency, call for the activation of the CEMP, call for the activation of the emergency operations center (EOC), and/or direct the evacuation of populations from threatened areas. These decisions are typically made in consultation with the local Emergency Management Director.

If the police chief, in consultation with the emergency management director, identifies the need for additional emergency response resources, requests for mutual aid/assistance agreement will be submitted to the mutual aid partners or to the Massachusetts Emergency Management Agency/State Emergency Operations Center.

### Incident Commander/Unified Command,

The Incident Commander serves as the on-scene commander for tactical response operations. Wellfleet may expand its incident command to unified command for incidents that require coordinated response among multiple on-site lead response partners. The Incident Commander/Unified Command receives its strategic guidance from the Decision Team, and as needed, coordinates with the police chief, the Emergency Management Director, and the Emergency Operations Center on response strategies and resource needs.

## Emergency Management Director

The Massachusetts Civil Defense Act requires every city and town in Massachusetts to appoint an Emergency Management Director and establish an emergency management program.

The Emergency Management Director (EMD) is responsible for maintaining and managing the activation of Wellfleet's comprehensive emergency management plan and operating the emergency operations center. On a day-to-day basis, the EMD: coordinates emergency planning for Wellfleet, working with the leadership of the fire department, police department, local public health, transportation department, public works, and others as required to share situational awareness and mobilize needed resources. In emergency response situations, the EMD manages EOC operations, facilitates emergency response coordination, and makes recommendations to and advises the police chief and Decision Team on available courses of action to inform decision-making.

## Emergency Management Organization

Wellfleet's Emergency Management Organization supports the functions of the emergency operations center and is comprised of partners from government agencies, non-governmental organizations, and the private sector. The positions identified to support the emergency management organization, and the EOC are designated as *emergency positions*. Wellfleet staff and emergency management partners will be identified and trained to serve in these emergency positions.

## Government Organizations

Most of the departments within Wellfleet's government has been assigned emergency responsibilities in addition to their normal duties to support emergency response and emergency operations center operations. Each department is responsible for developing and maintaining its own emergency management procedures.

## Non-Governmental Organizations

Several non-governmental organizations, such as the American Red Cross, Salvation Army, etc., work with Wellfleet to support EOC operations and provide assistance with shelter operations and mass care needs.

## **Commonwealth of Massachusetts**

The Massachusetts Emergency Management Agency (MEMA) coordinates state-level emergency operations. During an emergency or disaster, MEMA may provide direct support to Wellfleet and may serve as a conduit for resource management from other jurisdictions, state agencies, federal agencies (through the Federal Emergency Management Agency (FEMA)), and/or from outside the state through the Emergency Management Assistance Compact (EMAC). MEMA administers recovery assistance programs issued by FEMA under presidential disaster declarations.

## Emergency Operations Center Organization

An Emergency Operations Center (EOC) should be organized to best facilitate effective operations for the jurisdiction. Wellfleet's EOC is organized in an [ICS or functional] model to ensure the ability to acquire, analyze, and act on information and coordinate resources to effectively and efficiently support emergency response operations in a timely manner. The Wellfleet EOC is organized under a discipline/functional-based structure with designated emergency roles to facilitate activities. The key EOC organizational positions are as follows:

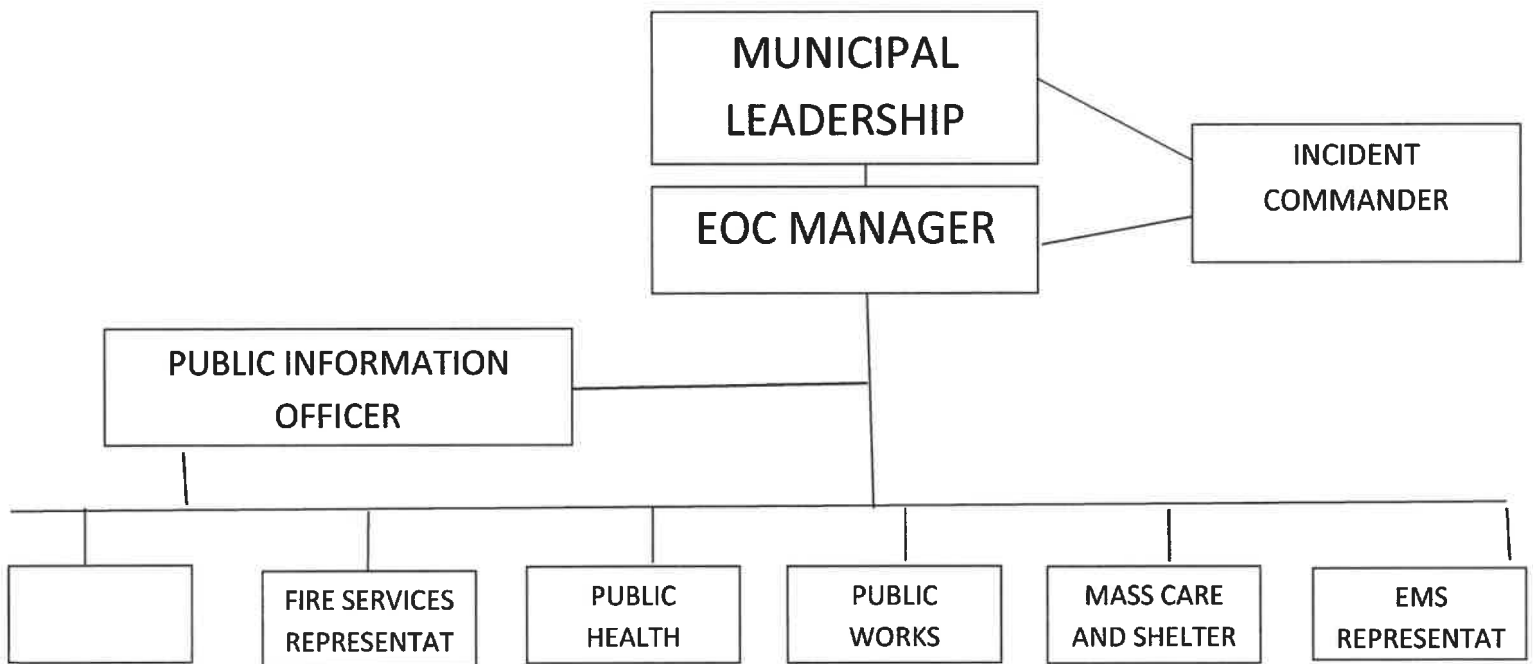
- EOC Manager:** The EOC Manager oversees all EOC activities, exercises overall direction and control of EOC operations, and provides policy, guidance, and direction to EOC emergency operations. The EOC Manager coordinates with incident command and response partners at the local, regional, state, and federal levels to identify necessary resources for emergency response. The EOC Manager has primary responsibility for coordinating across each EOC Section and with the Chief Municipal Officer(s), the Massachusetts Emergency Management Agency and/or State Emergency Operations Center, and EOC Managers from neighboring jurisdictions, as appropriate. The EMD typically serves as the EOC Manager.
- **Public Information Officer:** The Public Information Officer (PIO) is responsible for the provision of public information regarding an incident's cause, size, and current situation, in addition to the type and volume of resources committed in order to stabilize and mitigate an ongoing emergency. The PIO is also responsible for reporting on other matters of general interest to government agencies, the media, and the public and private sectors in the event of an emergency or disaster, utilizing both traditional and social media platforms.
  - **Police Representative:** The Police Representative is responsible for coordinating law enforcement resources to support emergency response operations and providing situational awareness to the EOC Manager and to the Police Department.
  - **Fire Services Representative:** The Fire Services Representative is responsible for coordinating fire services resources to support emergency response operations and providing situational awareness to the EOC Manager and to the Fire Department.
  - **Public Health Representative:** The Public Health Representative is responsible for coordinating public health and medical resources to support emergency response operations and providing situational awareness to the EOC Manager and the Public Health Department.
  - **Emergency Medical Services Representative:** The Emergency Medical Services (EMS) Representative is responsible for coordinating EMS resources to support emergency

response operations and providing situational awareness to the EOC Manager and to the EMS organization and/or Fire Department.

- **Public Works Representative:** The Public Works Representative is responsible for coordinating transportation, public works, and engineering resources to support emergency response operations, and providing situational awareness to the EOC Manager and to the Public Works Department.
  
- **Mass Care and Shelter Operations Representative:** The Mass Care and Shelter Operations Coordinator is responsible for coordinating resources to support shelter operations and mass care services, providing situational awareness to the EOC Manager, partnering with non-governmental organizations, and operating shelters.
  
- **School District Representative:** The School Department Representative is responsible for coordinating resources to support school operations and/or evacuations, sharing information with schools, and providing situational awareness to the EOC Manager.

Table 1 depicts the organization of the EOC.

**Table 1: EOC Organization**



## **Assignment of Roles and Responsibilities**

### **Chief Municipal Officer**

#### **Prevention and Mitigation**

- Coordinates with the EMD and others in the emergency management organization to identify risks and hazards in the community
- Reviews and approves hazard mitigation plan
- Authorizes mitigation strategies

#### **Preparedness**

- Appoints Emergency Management Director
- Approves the Comprehensive Emergency Management Plan (CEMP)
- Approves emergency management-related policies
- Ensures individuals are appointed to serve in critical emergency management organization positions
- Ensures emergency preparedness information and guidance is provided to residents
- Ensures emergency facilities and other emergency locations are in a state of readiness

#### **Response**

- Responsible for overall response operations
- Receives recommendations from the Incident Commander, EMD and/or EOC Manager on emergency response decisions
- Ensures the EOC is operational, staffed and functional
- When necessary, issues a local declaration of emergency
- Ensures emergency information and guidance is provided to residents
- Upon recommendation by the EMD and/or Incident Commander, issues evacuation orders or recommendations, when necessary
- Authorizes the activation of mass care facilities
- Coordinates with other elected officials at the state and federal level
- Makes decisions on all non-routine matters

#### **Recovery**

- Approves disaster recovery policies
- Serves as an advocate for constituent recovery efforts



- Hosts community meetings to ensure needs are being addressed and to provide information to residents
- 

## **Emergency Management Director**

### **Prevention and Mitigation**

- Coordinates with emergency management partners and community officials to identify risks and hazards in the community
- Coordinates the development and implementation of hazard mitigation plan and strategies

### **Preparedness**

- Facilitates and ensures the development and maintenance of the comprehensive emergency management plan
- Ensures the CEMP is reviewed, revised and adopted in accordance with plan maintenance policies
- Designates facilities to be used as an EOC and an alternate EOC
- Ensures the emergency operations center (EOC) and alternate EOC remain in a state of readiness
- Develops and maintains EOC activation procedures to ensure the EOC can be activated quickly
- Maintains lists designated EOC personnel
- Maintains Standard Operating Procedures for EOC operations
- Trains public officials and EOC personnel on EOC operations
- Oversees the planning and development of basic warning/notification functions
- Ensures swift access to supplies and equipment needed for emergency operations
- Coordinates with public health to ensure individuals with access and functional needs can be adequately supported during times of emergency
- Coordinates with appropriate community and emergency management partners to designate locations for sheltering, evacuation assembly and/or transportation hubs, staging areas, and points of distribution for critical commodities
- Coordinates and/or provides training, drills and exercises necessary to prepare community and emergency management partners to perform identified roles and responsibilities
- Recruits, trains and facilitates activation of Community Emergency Response Team program
- In cooperation with volunteer agencies, assists with the recruitment, registration and identification of volunteer emergency workers
- Promotes coordination among public and private agencies regarding emergency management
- Coordinates Continuity of Operations planning, and prepares standards and guidelines for developing, testing and exercising continuity of operations plans

- Manages the NIMS Compliance Program necessary to establish the Incident Command System (ICS) procedures to during a disaster
- Conducts community outreach and public emergency education programs
- Assists with the development of mutual aid agreements with other public and private agencies

### **Response**

- Activates EOC and initiates response procedures and activities
- Coordinates all EOC activities and associated emergency response activities of other agencies
- Coordinates with on-site Incident Command on resource needs
- Ensures situational awareness information is disseminated to pertinent emergency management and response partners
- Serves as the primary liaison with MEMA
- Ensures the coordination of resources to support emergency response activities
- Coordinates with public health and public works/transportation to facilitate the transportation of individuals with access and functions needs
- Coordinates the submission of all requests and responses for statewide mutual aid
- Directs and re-allocates community assets and resources during a disaster
- Coordinates requests for state and federal assistance
- Coordinates resource management including donations of materials, equipment and services
- Makes recommendations to the Police Chief on evacuations
- Determines if a shelter(s) is to be opened and assists with selection of shelter site(s)
- Activates local public information hotline
- Demobilizes the EOC when appropriate to do so.
- Directs an after-action assessment of the disaster to determine what actions can be taken to mitigate future disaster effects.
- Maintains a database to identify lessons learned and corrective actions taken

### **Recovery**

- Initiates recovery activities including conducting initial damage assessments and compiling damage assessment data, providing the data to MEMA and FEMA when needed
- Coordinates with MEMA on state and/or federal disaster assistance
- Coordinates with MEMA on opening Disaster Recovery Centers, when needed
- Works with the Chief Municipal Officer to establish a framework within which short-term and long-term recovery operations are coordinated.

---

## **Police Department**

### **Prevention and Mitigation**

- Coordinates with EMD to identify risks and hazards in the community

### **Preparedness**

- Ensures EOC representatives are trained
- Ensures that law enforcement mutual aid agreements are in place
- Coordinates with EMD on the designation of locations for sheltering, evacuation assembly and/or transportation hubs, staging areas, and points of distribution for critical commodities
- Maintains plans and/or standard operating procedures for providing resources and services needed during a disaster

### **Response**

- Provides EOC representative(s) to coordinates law enforcement resources to support emergency response operations
- Provides liaison and coordination with other law enforcement agencies, including Massachusetts State Police, and mutual aid organizations
- Provides security for the EOC
- As needed, provide resources for traffic control, crowd control and restricted area control, including patrolling evacuated areas
- As needed, provide resources for security to critical facilities including mass care shelters
- As needed, provide warning and notification support which may include the use of public address systems on vehicles
- As needed, provides communications support
- As needed, provides resources to support search and rescue operations
- As needed, issues restricted area passes to appropriate personnel
- As needed, assists with evacuations
- As needed, assists with enforcement of quarantine and protection orders
- Assesses impact of disaster on available equipment and resources
- Provides situational awareness about emergency response operations, resource status and other topics of interest to the EOC

### **Recovery**

- As needed, assist EMD with recovery activities

## **Fire Department**

### **Prevention and Mitigation**

- Provides fire code enforcement and fire prevention services including inspections and public education
- Ensures hazardous materials safeguards are in place
- Ensure Tier 2 facility reports are filed on an annual basis
- Coordinates with EMD to identify risks and hazards in the community

## **Preparedness**

- Ensures EOC representative is trained
- Ensures that fire services and hazardous materials response mutual aid agreements are in place
- Maintains readiness of all fire service equipment, supplies, procedures and mutual aid agreements needed for disaster response activities
- Maintains plans and/or standard operating procedures for providing resources and services needed during a disaster
- Coordinates with EMD on the designation of locations for sheltering, evacuation assembly and/or transportation hubs, staging areas, and points of distribution for critical commodities

## **Response**

- Provides EOC representative(s) to coordinates fire services resources to support emergency response operations
  - As needed, provides fire response and control during a disaster
  - As needed, requests and manages mutual aid for fire services response
  - As needed, provides warning and notification support which may include the use of public address systems on vehicles
  - As needed, provides resources to support search and rescue operations
  - As needed, provides radiological monitoring and decontamination support
  - As needed, ensures hazardous materials incident response, control and operations support
  - As needed, provides primary or secondary emergency medical services
  - As needed, assists in the triage of disaster victims
  - As needed, provides communications support
  - As needed, notifies and advises in-field response agencies of any dangers to personnel at or near the scene of the disaster
  - Maintains fire protection for those areas of the community not affected directly by the disaster
  - As needed, determines need for evacuations associated with hazardous materials risk and/or exposure
- 
- As needed, assists with evacuation operations
  - Assesses impact of disaster on available equipment and resources
  - Provides situational awareness about emergency response operations, resource status and other topics of interest to the EOC

## **Recovery**

- As needed, assist EMD with recovery activities including damage assessments

## **Public Works/Transportation Department**

### **Prevention and Mitigation**

- Inspects public and private water impoundment sites
- Maintains road, bridges, waterways and water and sewer systems and services
- Coordinates with EMD to identify risks and hazards in the community

### **Preparedness**

- Ensures EOC representative is trained
- Maintains readiness of all DPW equipment and personnel in connection with disaster response activities
- Provides fuel storage
- Coordinates with EMD on the designation of locations for sheltering, evacuation assembly and/or transportation hubs, staging areas, and points of distribution for critical commodities
- Maintains plans and/or standard operating procedures for providing resources and services needed during a disaster
- Maintains debris management plan
- Ensures written agreements are in place with emergency response organizations for use of equipment

### **Response**

- Provides EOC representative(s) to coordinates public works and engineering resources to support emergency response operations
- As needed, provides staffing for resource distribution centers
- As needed, provides fuel for emergency generators
- As needed, coordinates the deployment of traffic control devices
- As needed, coordinates the provision of potable water
- As needed, provides support to clear debris and/or remove snow
- Monitors community dams during a disaster
- To the extent practicable, maintains sanitary sewer and refuse collection services during a disaster
- Assesses impact of disaster on available equipment and resources
- Coordinates with the EMD to facilitate the transportation of individuals with access and functions needs
- Provides situational awareness about emergency response operations, resource status and other topics of interest to the EOC

### **Recovery**

- In coordination with the EMD, conducts damage assessment of public buildings, roads, bridges and other facilities and infrastructure
- Coordinates record keeping related to damage assessment and recovery resources
- Provides debris clearance and disposal
- Coordinates with public health on water testing
- Provides road, bridge and other public facility repair
- Coordinates with utility companies to restore services
- Continues to provide EOC support until no longer needed
- Coordinates debris removal by government agencies and private contractors

## **Emergency Medical Services**

### **Prevention and Mitigation**

- Coordinates with EMD to identify risks and hazards in the community

### **Preparedness**

- Ensures EOC representative is trained
- Ensures that mutual aid agreements for emergency medical services are in place
- Maintains plans and/or standard operating procedures for providing resources and services needed during a disaster
- Maintains readiness of all EMS equipment, supplies, procedures and mutual aid agreements needed for disaster response activities

### **Response**

- Provides EOC representative(s) to coordinate emergency medical services resources to support emergency response operations
- As needed, provides emergency medical services/pre-hospital care, triage and transportation of disaster victims
- Requests and manages mutual aid for emergency medical services operations
- As needed, assists in the evacuation of hospitals and nursing homes
- Coordinates the dispatch of ambulances and the number and types of injured to area hospitals
- Provides emergency medical service to areas of the community not directly affected by the disaster
- Provides situational awareness about emergency response operations, resource status and other topics of interest to the EOC

### **Recovery**

- As needed, assist EMD with recovery activities including damage assessments

---

## **Water/Sewer Department**

### **Prevention and Mitigation**

- Maintains Water/Sewer Department infrastructure
- Coordinates with EMD to identify risks and hazards in the community

### **Preparedness**

- Ensures EOC representative is adequately trained
- Maintains readiness of all water and sewer equipment and personnel in connection with disaster response activities
- Maintains plans and/or standard operating procedures for providing resources and services needed during a disaster

### **Response**

- Provides EOC representative(s) to coordinate resources to support emergency response operations or manage consequences
- Monitors status of and impacts to water and sewage systems
- Takes actions necessary to prevent contamination of water supply
- Ensures adequate water resources for fire services
- As needed, coordinates resources to support restoration of water and sewage services
- Provides situational awareness about emergency response operations, resource status and other topics of interest to the EOC

### **Recovery**

- Coordinates with EMD to conduct damage assessments on water/sewer department facilities and infrastructure
- Coordinates with public health on water testing
- Provides repair of water/sewer department facilities

---

## **Public Health Department**

### **Prevention and Mitigation**

- Conducts public health inspections at public sector facilities
- Coordinates immunization programs
- Coordinates with EMD to identify risks and hazards in the community
- Facilitates education programs to the public on disease prevention

## Preparedness

- Ensures EOC representative is adequately trained
- Maintains readiness of public health personnel and equipment in connection with disaster response activities
- Maintains plans and/or standard operating procedures for providing resources and services needed during a disaster
- Coordinates with medical facilities to ensure readiness of supplies, equipment and personnel for use during a disaster
- Provides training to appropriate personnel in detection, evaluation and prevention of communicable diseases
- Provides protection of food and water supply
- Coordinates with EMD to ensure planning for and coordination of health/medical aspects of response to a disaster
- Coordinates pandemic planning with MA Department of Public Health and community public and private health care provider network
- Maintains procedures for mass and mobile medical countermeasures dispensing for mass prophylaxis or vaccination
- Advises on control of disease vectors such as insects and rodents
- Recruits, trains and facilitates activation of community Medical Reserve Corps
- Coordinates with the EMD to ensure individuals with access and functional needs can be adequately supported during times of emergency

## Response

- Provides EOC representative(s) to coordinate public health and medical resources to support emergency response operations or manage consequences
- Monitors status of and impacts to public health and healthcare facilities
- As needed, coordinates with the water/sewer department on any issues on water supply contamination
- As needed, provides resources to investigate and correct problems with sanitation conditions during a disaster
- As needed, coordinates safe waste disposal
- As needed, coordinates water and food inspection and associated laboratory testing
- As needed, advises on disease vectors such as insects and rodents Provides pest control
- As needed, coordinates necessary mortuary services with the Chief Medical Examiner, including operation of temporary morgues and identification and registration of victims
- Assists in the determination and elimination of health hazards in the disaster area
- Upon authorization from MA Dept. of Public Health, implements isolation and quarantine measures, as needed



- Issues health advisories, as needed
- Coordinates the activation and operation of medical countermeasures Emergency Dispensing Sites
- Coordinates the monitoring of food safety and general sanitation at mass care shelter facilities
- Orders testing of diseased animals
- Advises on public health hazards related to medical waste and other biohazards, hazardous materials and radiological materials during an emergency
- Liaises with state and federal health and environmental agencies
- Coordinates with the EMD to facilitate the transportation of individuals with access and functions needs

### **Recovery**

- Coordinates with EMD to conduct damage assessments as needed
- Coordinates with the debris removal agencies regarding any debris that may pose a public health hazard

---

## **Information Technology Department**

### **Prevention and Mitigation**

- Coordinates with EMD to identify risks and hazards in the community

### **Preparedness**

- Ensures EOC representative is adequately trained
- Maintains readiness of IT personnel and equipment in connection with disaster response activities
- Maintains plans and/or standard operating procedures for providing resources and services needed during a disaster
- Ensures radio, telephone, computing resources and network communications capability essential to emergency operations are maintained
- Ensures emergency backup and contingency communications capability in the event normal communications are disrupted
- Ensures the protection of vital records through ongoing support processes for data backup, IT security measures and standard procedures for firewall management, intrusion detection, anti-virus protection and access control
- Assists agencies with Geographic Information Systems (GIS) technology services in supporting incident response, recovery and mitigation activities
- Provides authority and governance protocols for access to IT resources, systems, data and facilities that house IT assets and for invoking disaster recovery procedures on IT-supported equipment and systems

## **Response**

- Provides EOC representative(s) to support EOC and emergency response operations
- Provides technical assistance to the EOC as required to activate and maintain communications and information systems capabilities to support emergency operations
- Assists with providing emergency printing services and other printing as appropriate

## **Recovery**

- Assists with the recovery of electronic records and invokes recovery in accordance with the IT Department, Continuity of Operations plan
- 

## **School Department**

### **Prevention and Mitigation**

- Implements school safety and security programs
- Conducts exercises and drills on the school safety and security programs
- Coordinates with EMD to identify risks and hazards in the community

### **Preparedness**

- Maintains plans for protection of students during a disaster
- Regularly practices through drills and other educational means, procedures for safe evacuation and relocation of students in case of an emergency
- Coordinates with the American Red Cross and the local emergency management organization regarding arrangements to use schools and/or school food stocks for mass care shelter and feeding

### **Response**

- Protects students in school by releasing them, sheltering them or evacuating and relocating them to safe areas during emergency/disaster
- Provides school buildings for public shelter
  
- Provides buses for evacuation of students and public during emergency/disaster
- Provides for the emergency care of students and employees during normal school hours
- Provides available facilities for medical dispensing sites

### **Recovery**

- Coordinates safe re-entry of students into school after the emergency has passed

- Assists in damage assessments of school facilities

---

## **Animal Control Department**

### **Prevention and Mitigation**

- Coordinates with EMD to identify risks and hazards in the community

### **Preparedness**

- Coordinates planning with appropriate public and private sector agencies which provide for protection of domestic animals, fish and wildlife during a disaster
- Forms emergency response teams to address activities necessary for the care of animals in an emergency such as evacuation, sheltering and medical treatment

### **Response**

- Coordinates the animal services and assistance necessary during a disaster including protection and care of injured animals and disposal of dead animals

### **Recovery**

- Coordinates return of domestic animals to owners after emergency has passed

---

## **Local Government Agencies**

### **Prevention and Mitigation**

- Coordinates with EMD to identify risks and hazards in the community

### **Preparedness**

- Develops and maintains emergency response procedures
- Negotiates and maintains mutual aid agreements
- Identifies sources of emergency supplies, equipment and transportation
- Establishes and maintains a list of succession of key personnel

### **Response**

- Protects and preserves vital records essential for the continuity of government and delivery of essential functions
- Provides EOC support

### **Recovery**

- Maintains records of disaster-related expenditures, including appropriate documentation
- Continues to provide EOC support until no longer needed
- Provides support for damage assessment activities

---

**Responsibilities of the Community Relief Services**

**Responsibilities of the CERT/MRC**

**Responsibilities of Local Volunteer Organizations**

**Responsibilities of Local Businesses**

**Responsibilities of Civic Groups, Faith-Based Organizations, Advocacy Groups**

**Prevention and Mitigation**

1. Develops and maintains emergency response procedures
2. Negotiates and maintains mutual aid agreements

**Preparedness**

1. Identifies sources of emergency supplies, equipment, and transportation
2. Establishes and maintains a list of the succession of key personnel

**Response**

1. Provides EOC support

**Recovery**

1. Continues to provide EOC support until no longer needed
2. Provides support for damage assessment activities

## **Line of Succession**

The line of succession for the Emergency Management Department will be as follows:

Town Administrator  
Emergency Management Director  
Any other Elected Official designated by the Town Manager

# Information Collection, Analysis and Dissemination

---

## Situational Awareness

There are five elements that are the backbone of good situational awareness:

- Define your information requirements
- Determine how to gather information
- Decide who will analyze that information
- Determine how that information will be shared
- Choose the technology that will help communicate and manage the information

During the initial period of an emergency, efforts should be focused on gaining an understanding of the situation and establishing incident priorities. A well-defined, operational information collection capability is essential. Information collection provides situational awareness to leadership and promotes informed decision-making. The Community has designated a process to collect, analyze and disseminate information during an emergency to both internal and external response partners as well as the public.

## Information Collection

Information will be collected from a variety of sources. The EOC Manager or his/her designee at the EOC will be charged with collecting information. The following list contains examples of potential sources of operational information:

- On-scene responders
- Community departments and agencies
- WebEOC and MEMA Situational Awareness Reports
- Public agencies and non-governmental partners
- Television, radio and print media
- Social media
- Victims of the emergency and the general public
- Subject matter experts

## Information Analysis

After the information has been collected, it must be analyzed to determine its credibility and operational relevance. The EOC Manager or his/her designee will analyze the information that is received and prepare intelligence reports for leadership.

## **Dissemination**

Message dissemination is categorized into internal messaging and public messaging. Internal messaging refers to messages crafted for responders and partners, while public messaging refers to messages crafted for public dissemination.

### **Internal Messaging**

EOC Manager or his/her designee in the EOC will assist in conveying information as necessary to responders, community departments and agencies, and other partners. Additionally, EOC Manager or his/her designee will maintain and update the Incident Action Plan (IAP), which will contain critical information and intelligence updates.

Within four hours of an emergency event, the EMD will submit a Local Government Situation Report (see Attachment 3) to their Regional MEMA office. For a significant incident, the situation report should be followed by an Initial Damage Assessment as soon as specific damage information is available but not later than four hours after the peak of the event.

### **Public Messaging**

Various methods of public information dissemination are available. The decision to use a particular medium will be based on the urgency and the intended audience. Some methods of distribution include:

- Press releases
- Press conferences
- Website updates
- Print, radio or televised announcements
- Social media updates
- Local or regional public information systems such as Reverse 911 systems and web/application based notification systems

To ensure one consistent and accurate voice, all public information releases will be coordinated through EOC Manager or his/her designee

## **Local Declaration of Emergency**

In general, a Declaration of Emergency is made only by a Chief Elected Official and may be used to allow spending of funds without a budget allocation, facilitate emergency procurement, or issue emergency orders such as evacuation, curfew, quarantine, or shelter in place orders.

A local Declaration of Emergency may be declared by the Chief Elected official or as permitted by local charter, bylaw or ordinance, or state law. Whenever a local emergency has been declared the EMD will notify the Massachusetts Emergency Management Agency (MEMA) through WebEOC or their regional office.

When all emergency activities have been completed, the EMD will coordinate with the Chief Elected Official to terminate the declared emergency. All Community departments, agencies and organizations will receive notification of emergency declarations and terminations through the Emergency Notification System through [Wellfleet-ma.reggroup.com](http://Wellfleet-ma.reggroup.com) (Civic Plus)



# Communications

---

Communications are an important component of response and recovery operations. The ability of emergency management/response personnel from different disciplines, jurisdictions, organizations, and agencies to work together depends greatly on their ability to communicate with each other. To effectively transmit and receive information, emergency response partners supporting the community must have access to all available forms of communication. This section outlines the types of equipment/systems available for internal, external and public communication. Operational communications systems and capabilities, and effective communications, are essential to the success of any emergency operation. The community maintains and operates the following communications systems to ensure effective and operational communications between municipal personnel and with other jurisdictions.

Communications between community agencies occur through the use of several types of communications equipment including radios, cellular and landline phones, email, and satellite phones. In addition, the Commonwealth uses WebEOC and the Health and Homeland Alert Network (HHAN) for external notifications and to provide situational awareness. Public communications range from the Emergency Alert System to the community's website and social media.

## Alert and Notification

Emergency notification of community agencies is critical during times of emergency to ensure response partners have adequate time to prepare for an emergency and can assemble to respond to an emergency. The community has several means of notifying emergency response partners. In most situations, the Community has the capability to warn departments and agencies on a 24-hour basis.

## Notification of Key Officials

When an emergency requires the notification of key community officials, the Police department will utilize the following means as appropriate:

- Email
- Landline telephone
- Cellular Phone
- Satellite Phone
- 2-way radio systems (during normal business hours)

- Dispatch a vehicle for in-person notification
- Face-to-face communication

## **EOC Communications**

The community's EOC is equipped with, maintains and is capable of operating, the following communication systems: Public Information Officer

The community conducts periodic communications tests to ensure that its systems are operational and its personnel are capable of operating the systems. More particularly, Barnstable County Dispatch conducts an emergency communication test on a daily basis.

## **Emergency Alert and Warning**

Emergency alert and warning systems are designed to allow local authorities to warn the public of impending or current threats or emergencies affecting their area. Such public warning systems are essential to communicating critical emergency information to the public during times when other communications systems may not be dependable. Public warnings may be issued during severe weather, flooding, fire, hazardous material release, terrorist threat, water contamination, and any other threats to life, property, and safety. During these or any other type of emergency when the need to relay emergency public information is immediate, the Public Information Officer will coordinate the development of public warning messages. The Public Information Officer will implement the dissemination of the messages via the public warning systems. Warning the public about an emergency or disaster includes various means of communication which are summarized in the table below:

## **Public Warning**

Public warning is accomplished using the following methods as appropriate:

- Emergency Alert System (EAS)
- Wireless Emergency Alerts
- Local Access TV Station
- Community Website Notifications
- Sirens
- Social Media

- Variable Message Boards
- Reverse Telephonic Notification Systems

## **Emergency Alert and Warning for Persons with Access and Functional Needs**

Access and functional needs populations will be warned of emergencies by available methods, including the following:

- Visually impaired: EAS messages on radio, sirens, NOAA Weather Radio, reverse telephonic notification systems (locally based), route alerting (locally based), door-to-door notification (locally based)
- Hearing impaired: Captioned EAS messages on television, TTY on reverse telephonic notification systems (locally based), route alerting (locally based), door-to-door notification (locally based)
- Non-English speaking: Language messages on radio and/or TV, NOAA Weather Radio, route alerting, door-to-door, other

## **Public Information Officer**

The Public Information Officer Hillary Greenberg Lemos has the responsibility for taking the following actions.

### **ACTIONS:**

- Determine or create proper message content
- Select appropriate public warning system(s) for use
- Disseminate public warnings after receiving written approval from the EOC Manager or his/her designee
- Initiate Protective Action Advisory Implementation
- During non-emergency times, information regarding emergency plans and actions to be taken by the public, in the form of [public information / education materials, will be provided to the public via newsletters, brochures, publications in telephone directories, Community CATV Local Access and the Community web-site, etc.]

During an emergency, the potential for dissemination of false or misleading information is high. This can lead to operational difficulties for responders and confusion among the public. Misleading information can be produced from several sources. The Community will establish a media monitoring and rumor control section in EOC and will be staffed by the PIO.

# Administration, Finance, and Logistics

---

## Finance and Administration

Due to the nature of emergency situations, financial transactions and activities, including purchases and leases, often need to be executed quickly, and sometimes routine financial and accounting procedures need to be amended or bypassed, or authorized by law, regulation, and policy. Note that this in no way lessens the need to follow sound financial management and accountability.

A local declaration of a State of Emergency may, in some circumstances, allow the community to bypass normal budgetary and financial requirements in order to finance emergency response and recovery activities.

A Presidential Disaster Declaration, or a Presidential Emergency Declaration, may allow the community to apply for federal disaster funding and to be reimbursed for eligible response and recovery costs.

Timely financial support for response and recovery activities could be crucial to successfully achieving response and recovery objectives. While innovative and expeditious means of procurement may be required during times of emergencies, it is still mandatory that lawful and sound financial and accounting principles and practices be employed in order to safeguard the use of public funds from the potential for fraud, waste, and abuse.

Each community agency is responsible for establishing effective administrative funding controls, segregation of duties for proper internal controls, and accountability to ensure that costs incurred are consistent with the missions identified in this plan. Extreme care and attention to detail must be taken throughout the emergency response period to maintain logs, formal records, and file copies of all expenditures, including personnel time sheets, in order to provide clear and reasonable accountability and justification for future reimbursement requests.

## Records

Detailed financial records should be kept for every emergency or disaster managed by the community. Having detailed and complete financial records are requirements for receiving federal reimbursement under the Stafford Act for Presidentially declared disasters and emergencies. Documentation should include personnel hours, equipment costs, expenditures/procurements, costs incurred by the City/Town etc. Financial records are essential to a successful recovery effort.

All records relating to the allocation and disbursement of funds for activities covered in this plan must be maintained, as applicable, in compliance with the Code of Federal Register, Title 44, *Emergency Management Assistance*, and all Massachusetts statutes pertaining to state financial matters and emergency management powers and responsibilities.

## Record Retention

Retention of records involving emergencies/disasters will be maintained according to local policies for a period of 5 years from the date of occurrence by the Town Clerk then it is to be moved into a permanent archive. In addition, records regarding hazardous materials exposures will be maintained by the Town Clerk for a period of 5 years then it is to be moved into a permanent archive.

## Preservation of Records

It is the responsibility of the chief elected official to ensure that public records be protected and preserved in accordance with applicable state and local laws. Storage locations for various vital records are located below:

Location of Town Clerk’s Original Records:	1st Floor Vault basement Town Hall
Form of Town’s Original Records:	Paper
Location of Town Clerk’s Duplicate Records:	Cloud
Form of Town Clerk’s Duplicate Records:	Digital
Location of Principal Assessor’s Original Records:	Basement vault Town Hall 300 Main St
Form of Principal Assessor’s Original Records:	Paper
Location of Principal Assessor’s Duplicate Records:	Cloud
Form of Principal Assessor’s Duplicate Records:	Digital
Location of Board of Health’s Original Records:	DPW/Health Building 220 West Main St
Form of Board of Health’s Original Records:	Paper

Location of Board of Health’s Duplicate Records:	Cloud
Form of Board of Health’s Duplicate Records:	Digital
Location of Permanent Digital Archive:	Cloud
Form of Permanent Digital Archive:	Digital

## Reports

The use of reports will vary according to the type of emergency being handled.

### Messages

All requests for assistance and all general messages will be handled using the procedures and forms found in the Forms section of this plan.

### Local Government Situation Report

These reports are compiled by the EMD and forwarded to MEMA to keep state officials informed about the current status of operations. WebEOC may also be used to provide this information. Please see **Attachment 3** for a sample Local Government Situation Report.

Other forms may include the chronological log and daily staff journal log and financial tracking reports.

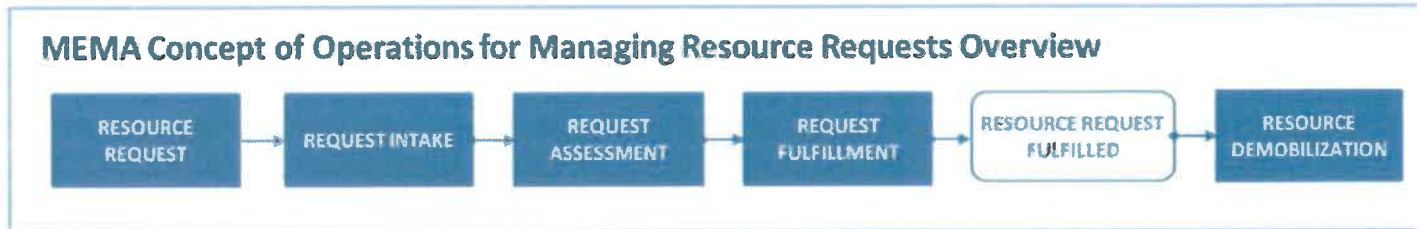
## Resource Management

The following are sources or potential sources for resources that may be available to the Community in responding to disasters and emergencies:

- Personnel, equipment and facilities belonging to the Community
- Resources available from other jurisdictions through local mutual aid agreements
- Resources available from the private sector through purchase, lease, or MOU
- Resources of the Commonwealth of Massachusetts including the National Guard through the Massachusetts Emergency Management Agency (MEMA)
- Mutual aid resources from other states via the Emergency Management Assistance Compact (EMAC), through MEMA
- Intrastate mutual aid available through the Statewide Mutual Aid Agreement
- Resources available from the federal government under the National Response Framework (NRF), through MEMA

If existing Community resources and mutual aid resources are exhausted, or if the community has a need for a resource that it neither has nor has access to, the EOC may submit a request for assistance to MEMA via phone or radio to MEMAs Regional Office or Headquarters, or through WebEOC. MEMA is responsible for coordinating support from all state agencies, including the National Guard, State Police, Department of Transportation, Department of Public Health, etc.

The figure below depicts the process by which MEMA receives, processes, tracks and fulfills requests from cities and towns, and other stakeholders for support.



## Mutual Aid

Mutual aid is the provision of services from one jurisdiction to another. A mutual aid agreement is an agreement among jurisdictions to allow emergency responders to lend assistance across jurisdictional boundaries. Some mutual aid agreements may be formal and/or may be activated with some degree of frequency, such as mutual aid provided in the fire services community. Other mutual aid agreements are informal, and/or activated infrequently and only under emergency circumstances.

Wellfleet is party to the following mutual aid agreements:

Barnstable County Regional Emergency Planning Group



# Training and Exercise Program

---

A critical component of this CEMP is the ability to conduct training and exercises in order to validate the CEMP's contents. These events should take an all hazards approach. In addition, trainings and exercises could focus on specific areas, such as hazardous materials events. A training and exercise program should be developed to effectively implement the CEMP.

## Training Program

An all hazards training program is a critical component to a community's emergency planning cycle. The following sections describe some of the various training opportunities an Emergency Management Program can take advantage of.

### All Hazards Training

#### MEMA Provided Training

MEMA's Training and Exercise Unit offers numerous classroom training opportunities throughout the calendar year. These all-hazards training programs cover various topics and offer unique perspectives on emergency management planning and response. Specific training programs can be found on MEMA's website.

Some examples of training include:

- a. Incident Command Systems (ICS) 300
- b. Incident Command Systems (ICS) 400
- c. ICS for Elected and Senior Leaders
- d. Emergency Operations Center (EOC) Awareness and Operations
- e. Community Points of Distribution (C-POD)
- f. Homeland Security Exercise and Evaluation Program (HSEEP) Training

#### Emergency Management Institute Training

The Emergency Management Institute (EMI) has a series of online Professional Development Training Programs designed to bolster the knowledge emergency managers need to possess. These online based classes can be found on FEMA's Emergency Management Institute Website, under their Professional Development Section.

## **Hazardous Materials Training**

Section 303 (c) (8) of EPCRA, OSHA 29CFR 1910.120 (HAZWOPER) and EPA 40CFR 311; require that those responsible for implementing chemical emergency plans be provided training opportunities that enhance local emergency response capabilities. The LEPC intends to utilize courses sponsored by the Federal and State governments, and private organizations in helping fulfill this requirement. The LEPC will also schedule courses that address the unique concerns and needs for the local hazardous materials preparedness program. Employers are responsible for ensuring the health and safety of responding personnel, as well as the protection of the public and community served.

The LEPC will work in conjunction with the State Emergency Response Commission and community leaders to evaluate the hazardous materials training development needs of local emergency personnel. The LEPC will coordinate local training initiatives to ensure consistency with the Hazardous Materials Plans and will maximize training resources available from all levels of government and the private sector.

Employees who participate, or are expected to participate in emergency response shall be given training in accordance with the following paragraphs:

### **First Responder Awareness Level**

First responders at the awareness level are individuals who are likely to witness or discover a hazardous substance release and who have been trained to initiate an emergency response sequence by notifying the proper authorities of the release. They would take no further action beyond notifying the authorities of the release.

First responders at the awareness level shall have sufficient training or have had sufficient experience to objectively demonstrate competency in the following areas:

- a. An understanding of what “hazardous materials” is, and the risks associated with them in an incident.
- b. An understanding of the potential outcomes associated with an emergency when hazardous materials are present.
- c. The ability to recognize the presence of hazardous materials in an emergency.
- d. The ability to identify hazardous materials, if possible.
- e. The understanding of the role of the first responder awareness individual in the employer’s emergency response plan including site security and control and the North American Emergency Response Guidebook.
- f. The ability to realize the need for additional resources and to make appropriate notifications to the communication center.

## **First Responder Operations Level**

First Responders at the operations level are individuals who respond to releases or potential releases of hazardous substances as part of the initial response to the site for the purpose of protecting nearby persons, property, or the environment from the effects of the release. They are trained to respond in a defensive fashion without actually trying to stop the release. Their function is to contain the release from a safe distance, keep it from spreading, and protect further exposures.

First responders at the operation level shall have received at least eight hours of training or have had sufficient experience to objectively demonstrate competency in the following areas in addition to those listed for the awareness level and the employer shall so certify:

- a. Knowledge of the basic hazard and risk assessment techniques.
- b. Know how to select and use proper personal protective equipment provided to the first responder operation level.
- c. An understanding of basic hazardous materials terms.
- d. Know how to perform basic control, containment and/or confinement operations within the capabilities of the resources and personal protective equipment available with their unit.
- e. Know how to implement basic decontamination procedures.
- f. An understanding of the relevant standard operating procedures and termination procedures.

## **Hazardous Materials Technician**

Hazardous materials technicians are individuals who respond to releases or potential releases for the purpose of stopping the release. They assume a more aggressive role than a first responder at the operations level does in that they will approach the point of release in order to plug, patch, or otherwise stop the release of hazardous substances.

Hazardous materials technicians shall have received at least 24 hours of training equal to the first responder operations level and in addition have competency in the following areas and the employer shall so certify:

- a. Know how to implement the employer's emergency response plan.
- b. Know the classification, identification, and verification of known and unknown materials by using field survey instruments and equipment.
- c. Be able to function within an assigned role in the Incident Command System.
- d. Know how to select and use proper specialized chemical personal protective equipment provided to the hazardous materials technician.
- e. Understand hazard and risk assessment techniques.
- f. Be able to perform advance control, containment, and/or confinement operations within the capabilities of the resources and personal protective equipment available with the unit.
- g. Understand and implement decontamination procedures.
- h. Understand termination procedures.
- i. Understand basic chemical and toxicological terminology and behavior.

## **Hazardous Materials Specialist**

Hazardous materials specialists are individuals who respond with and provide support to hazardous materials technicians. Their duties parallel those of the hazardous materials technician, however they may be called upon, where a more specific knowledge of the various substances is needed. The hazardous materials specialist would also act as the site liaison with Federal, state, local and other government authorities in regards to site activities.

Hazardous materials specialists shall have received at least 24 hours of training equal to the technician level and in addition have competency in the following areas and the employer shall so certify:

- a. Know how to implement the local emergency response plan.
- b. Understand the classification, identification and verification of known and unknown materials by using advanced survey instruments and equipment.
- c. Knowledge of the state emergency response plan.
- d. Be able to select and use proper specialized chemical personal protective equipment provided to the hazardous materials specialist.
- e. Understand in-depth hazard and risk assessment techniques.
- f. Be able to perform specialized control, containment, and/or confinement operations within the capabilities of the resources and personal protective equipment available.
- g. Be able to determine and implement decontamination procedures.
- h. Have the ability to develop a site safety and control plan.
- i. Understand chemical radiological and toxicological terminology and behavior.

## **Incident Command System**

*Incident Commanders*, who will assume control of the incident scene beyond the first responder awareness level, shall receive at least 24 hours of training equal to the first responder operations level and in addition have competency in the following areas and the employer shall so certify:

- a. Know and be able to implement the employer's incident command system.
- b. Know how to implement the employer's emergency response plan.
- c. Know and understand the hazards and risks associated with employees working in chemical protective clothing.
- d. Know how to implement the local emergency response plan.
- e. Knowledge of the state Emergency Response Plan and of the Federal Regional Response Team.
- f. Know and understand the importance of decontamination procedures.

## **Trainers**

Trainers who teach any of the above training subjects shall have satisfactorily completed a training course for teaching the subjects they are expected to teach, such as the courses offered by the U.S.

Fire Academy, FEMA Emergency Management Institute, U.S. EPA, Massachusetts Fire Academy or Massachusetts Emergency Management Agency; or they shall have the training and/or academic credentials and instructional experience necessary to demonstrate competent instructional skills and a good command of the subject matter of the courses they are to teach.

## **Exercise Program**

Similar to Training Programs, a strong Emergency Management Program should also involve exercise various plans and procedures, to ensure that training and the various plans are effective.

Section 303(c)(9) of EPCRA places a requirement on local jurisdictions to establish “methods and schedules for exercising the emergency plan”. In establishing training programs and schedules the emergency managers recognize the need for an integrated exercise program that will ensure community response agencies and facilities successfully perform their emergency roles and functions in accordance with the All Hazards Emergency Plan. An effective exercise program will also strengthen response management, coordination, and operations, plus reveal shortcomings and weaknesses that can be corrected prior to an emergency in order to improve and refine public safety capabilities.

## **Types of Exercises**

Exercises are generally classified in three major categories: Tabletop, Functional, and Full Scale. Local jurisdictions may also consider preliminary exercises called *Orientations* to introduce participants to the plan and prepare for the exercise process.

Each of these exercises varies in activities and resources. Some require simple preparations and execution while others may be more complex and require greater efforts and resources. Each provides their own benefits and all should be considered in the overall development of an exercise program.

### **Orientation (Exercise)**

*Orientations* are used to acquaint personnel with policies and procedures developed in the planning process, providing a general overview of the emergency plan and its provisions. Orientation is especially effective in ensuring that emergency personnel understand their roles and responsibilities and clarifying any complex or sensitive plan elements.

While the orientation does not normally involve any direct simulation or role-playing, it is used to review plan procedures and informally apply them to potential emergency situations or past events familiar to everyone.

### **Tabletop Exercise**

A *Tabletop Exercise* is primarily a learning exercise that takes place in a meeting room setting. Prepared situations and problems are combined with role-playing to generate discussion of the plan, its procedures, policies, and resources. *Tabletop Exercises* are an excellent method of familiarizing groups and organizations with their roles and demonstrating proper coordination. They are also good

environments for reinforcing the logic and content of the plan and integrating new policies into the decision making process, since they allow participants to act out critical steps, recognize difficulties, and resolve problems in a non-threatening environment.

### **Functional Exercise**

A *Functional Exercise* is an emergency simulation designed to provide training and evaluation of integrated emergency operations and management. It is more complex than the *Tabletop Exercise* and focuses on the interaction of decision making and agency coordination in a typical emergency management environment such as an Operating Center or command location. All field operations are simulated through messages and information normally exchanged using actual communications, including radios and telephones. It permits decision-makers, command officers, coordination and operations personnel to practice emergency response management in a more realistic environment, complete with time constraints and stress. It generally includes several organizations and agencies practicing interaction of a series of emergency functions such as direction and control, assessment, and evacuation.

### **Full Scale Exercise**

The *Full Scale Exercise* evaluates several components of an emergency response and management system simultaneously. It exercises the interactive elements of a community emergency program, similar to the *Functional Exercise*, but it is different from the *Functional Exercise* in that it adds a field component. A detailed scenario and simulation are used to approximate an emergency, which requires on-scene direction and operations, and also includes coordination and policy-making roles at an emergency operations or command center. Direction and control, mobilization of resources, communications and other special functions are commonly exercised.

### **Progressive Exercise Program**

Recognizing that the exercise types described in this plan are intended to build on one another, each one becoming more complex and comprehensive, the LEPC will establish a progressive exercise program by scheduling basic *Orientations* to introduce the plan and the specific policies and responsibilities established. *Tabletop Exercises* will then be held to implement actual coordination and leadership provisions of the plan, including emergency operations concepts that maybe new to many local personnel. These will be followed by *Functional Exercises* to integrate the plan's more complex sections under simulated emergency conditions. The entire hazardous materials emergency response system will then be evaluated by a *Full Scale Exercise*.

### **Exercise Schedule**

The specific exercise schedule will be developed after the CEMP has been reviewed and accepted by the Community. A plan to evaluate Hazardous Materials Plans may also have to be approved by the State Emergency Response Commission. An exercise of this plan should be held annually.

**NOTE:** If a real response situation has occurred, it may be counted as an exercise as long as an after-action evaluation is performed and the plan is updated with "lessons learned" from the incident.

## Plan Development and Maintenance

---

If a plan is to be effective its contents must be known and understood by those who are responsible for its implementation. The Emergency Management Director (EMD) will brief the appropriate Community officials and department heads concerning their roles and responsibilities under this Plan. The EMD will arrange for appropriate training and exercises to maintain this plan.

The EMD is responsible for the administrative maintenance of this Plan and will ensure that this plan is reviewed and updated on an annual basis, and that all appropriate personnel and departments participate in the review.

The EMD is responsible for maintaining a training and exercise program that ensures that the Plan, including the EOC and people with emergency management responsibilities, is exercised at least once each year.

All departments are responsible for the development and maintenance of their respective segments of this Plan. All departments are responsible for annually reviewing their portion of this Plan, and updating it as necessary.

Following every exercise or significant real world event, the Incident Commander, in collaboration with the EMD, and, if appropriate, Chief Elected Official, will ensure that a detailed After Action Report (AAR) and Improvement Plan is prepared. At least annually, this Plan should be updated to incorporate lessons learned and best practices identified through training, exercises, and actual events/incidents.

### Additional Support Plans

**Site emergency plans** – This plan describes an organization’s policy and procedures for coping with emergency situations at a specific site.

**Point of Distribution plans**- This plan details how and where emergency supplies could be distributed to residents in the event of an emergency.

**SARA Title III plans** – SARA Title III federal legislation mandates that a Local Emergency Planning Committee (LEPC) or Regional Emergency Planning Committee (REPC) develop emergency response plans for specific sites within their jurisdictions which have one or more “extremely hazardous substances” above a given threshold planning quantity. These plans are intended to protect the community in the event of off-site release from such a site.

**Continuity of Operations plan (COOP)** – This plan describes how a jurisdiction’s governmental operations will continue to function in the event of a disaster or emergency.

**Community Animal Response Plan** – The purpose of this plan is to protect the public health, the public food supply, domesticated and wild animal resources, the environment and the agricultural economy and to ensure the humane care and treatment of animals in case of an emergency or any situation that can cause an animal suffering.

# Authorities and References

---

- A. Massachusetts Emergency Management Agency, Comprehensive Emergency Management Plan, Basic Plan and Related Annexes.
- B. Federal Emergency Management Agency, 1-10, "Guide for the Development of a State and Local Continuity of Government Capability."
- C. Civil Preparedness Guide 1-8, "Guide for the Development of State and Local Emergency Operations Plans."
- D. Civil Preparedness Guide 1-8A, "Guide for the Development of State and Local Emergency Plans."
- E. Civil Preparedness Guide 1-20, "Emergency Operating Centers Handbook."
- F. Civil Preparedness Guide 1-35, "Hazard Identification, Capability Assessment, and Multi-Year Development Plan for Local Governments."

## References

### 1. Federal

The Federal Civil Defense Act of 1950 (PL 81-920)

The Disaster Relief Act of 1974 (PL 93-288)

Emergency Management and Assistance, 44 U.S. Code 2.1

Homeland Security Presidential Directive (HSPD) 5, "Management of Domestic Incidents

Public Law-288

National Response Plan (NRP)

National Response Framework (NRF)

CPG-101

National Preparedness Goal

National Incident Management System (NIMS)

Incident Command System (ICS)

### 2. Commonwealth of Massachusetts

Massachusetts Civil Defense Act, Chapter 33

Massachusetts Executive Order 144

Executive Order #242, Comprehensive All-hazards Emergency Planning

Executive Order #469, Designation of the NIMS as the State's Incident Management Standard

Statement of Understanding between the State of Massachusetts and the American Red Cross

Massachusetts EOC - Standard Operating Procedures



State EOC Utilization Plan

State Fire Mobilization Plan

MEMA Continuity of Operations (COOP) Plan

# Emergency Operations Center Operations Support Annex

---

## **Attachment 1: EOC Activation Team Checklist**

- Notify all individuals on the EOC roster of the EOC activation using land-line system and cellphone system.
- Set-up the EOC stations, equipment (computers, television, smart board, projectors, maps, etc.) and the EOC communications
- Install and check all telephones
- Install and check all laptop computers
- Obtain EOC documents to be used during activation
- Establish WebEOC connection with the MEMA
- Establish an EOC personnel ID station (if needed)
- Assign security to EOC entrance and log all EOC access
- Command Staff review of EOC operating procedures
- Emergency Management Director briefs EOC personnel on situation

Each department shall be responsible for further notification and staffing in accordance with their department's Standard Operating Procedures. Staffing levels will be determined by the Emergency Management Director based on the scope and extent of the emergency.

## Attachment 2: EOC Operational Capabilities Checklist

	<b>Primary EOC Police Station</b>	<b>Alternate EOC Fire Station</b>
Generator	Cummins Series (Diesel Fuel)	Onan Series 300 (Propane)
Date of Last Test	Every Wednesday, 11-1-22 self tests	11-1-22, self tests once per week
Number Days of Fuel Supply	Approximately 7 days	Approximately 7 days
Radio Communications	primary 800mhz multi band backup is 400mhz	primary 800mhz multi band backup is 400mhz
Wall Charts	1 dry erase board, 1 large TV connected internet	2 Dry Erase Boards with 2 projectors
Media Briefing Room	Every Wednesday multiple as	same as above, multiple tables, chairs, etc.
Alternate Water Supply	Town Water	Town Water
Food Storage	Misc amount of food with 1 refrigerator for 20 people	Misc amount of food storage, 2 refrigerators, 20 People
Number of Days of Food	Random	Random
Sleeping Area	None can turn office space into temp	5 rooms with 6 beds



6. AGENCIES SUPPORTING/ON-SCENE MUTUAL AID (CIRCLE):

Police      Fire      Public Works      Medical      Other

(Describe):

7. SHELTER STATUS (Example: Shelter name, location, number of people, managed by Red Cross or Community, contact phone#, etc.):

8. ROADS/BRIDGES STATUS (Example: Blocked, washed out, flooded, closed, location):

10. DAMAGE REPORT (Example: Minor, significant, or major damage for residences, municipal buildings, sewer plant(s), businesses and status of power outages, water supply, debris removal needed, telephone outages, etc.):

11. REMARKS:

12. ASSISTANCE REQUESTED (Example: size, amount, location, and type):

Name/Title of Contact:

Phone number:

### **INSTRUCTIONS FOR COMPLETING THE LOCAL GOVERNMENT SITUATION REPORT FORM (LOGOSITREP)**

Local officials should provide Situation Reports whenever requested to do so by MEMA and/or when local emergency operations are undertaken. Situation Report information may be entered into WebEOC. Situation Reports should be provided anytime there is a significant change in the status of an item(s) listed on the Situation Report Form.

1. **Incident Description:** Provide a short narrative description of the event affecting your community, including specific locations and impacts.
2. **Local State of Emergency:** Indicate whether or not your local Chief Elected Official has declared a Local State of Emergency, including date and time declared.
3. **Casualties:** Provide the best estimate of disaster related casualties. Provide latest cumulative figures, not an update from the previous Situation Report.
4. **EOC Activation:** Indicate if the local EOC is activated or closed.
5. **Emergency Orders:** Indicate any emergency orders or declarations issued by the Chief Elected Official (evacuation ordered, driving ban, curfews in effect, etc.).
6. **Mutual Aid Received From:** Indicate any mutual aid being received from other towns or cities (not the State).
7. **Shelter Status:** Indicate all public shelters that are currently open, name and location of shelter, the number of people in the shelter, and who is managing the shelter (Red Cross, local Fire Department, etc.).
8. **Dams/Rivers Status:** List the name of any rivers approaching flood state or currently flooding. List the name of any dams that are threatened or breached.
9. **Roads/Bridges Status:** Describe the observed impact on the local road system or bridges (both State and locally maintained) and the extent to which roads and bridges have been made impassable by downed trees, wires, snow and other debris.
10. **Damage Report:** Fill in damage observed; minor, significant, or major damage for residences, municipal buildings, sewer plant(s), businesses and status of power outages, water supply, debris removal needed, telephone outages, etc.).
11. **Remarks:** Provide any pertinent information which you feel State officials should be aware of regarding the situation in the community.

12. Assistance Requested: Indicate what type of assistance the community requires, if any, and a local point.

## **Attachment 4: Mutual Aid Listings**

Towns and departments with which the community has mutual aid agreements:

FIRE:

Cape and Islands Fire Chief's Association Mutual Aid Agreement

POLICE:

Cape Cod Regional Law Enforcement Council Mutual Aid Agreement

BOARD OF HEALTH:

DPH Regional Coalition



## **Standard Operating Procedures**

---

## Attachment 5: Chief Elected Official SOP

The ultimate responsibility for all emergency management activities is vested in the Chief Elected Official. They are responsible for all emergency management policies, and during emergency operations will have final responsibility for decision making concerning emergency management actions.

It is the responsibility of the Chief Elected Official to ensure an approved line of succession exists in case some individuals are unable to perform their duties during an emergency. It is ultimately incumbent upon the Chief Elected Official to ensure vital records are maintained.

All required reports and records of emergency operations activities should be submitted to the Chief Elected Official as well as the Emergency Management Director (EMD).

### Initial Actions

- \_\_\_\_\_ Receive notification of emergency
- \_\_\_\_\_ Discuss with EMD the need to activate the Emergency Operations Center (EOC)
- \_\_\_\_\_ Review emergency management plan with EMD (consider developing ICS 202 Incident Objectives)
- \_\_\_\_\_ Maintain situational awareness and determine if there is an imminent threat
- \_\_\_\_\_ Report to the EOC if activated

### EOC Activation

- \_\_\_\_\_ Report to the EOC
- \_\_\_\_\_ Make sure all actions under Initial Actions are complete
- \_\_\_\_\_ Keep a log of all decisions made and actions taken (consider using form EOC Chronological Log)
- \_\_\_\_\_ Assign Public Information Officer
- \_\_\_\_\_ Issue initial public information statements if necessary
- \_\_\_\_\_ Authorize activation of community notifications system(s)
- \_\_\_\_\_ Identify someone to manage expenditures/finance if needed
- \_\_\_\_\_ Review the community Continuity of Operations Plan for line of succession guidance

## EOC Operations

- \_\_\_\_\_ Log all actions taken (EOC Chronological Log)
- \_\_\_\_\_ Discuss with EMD the need to declare a local state of emergency and declare if needed
- \_\_\_\_\_ Discuss anticipated resource needs with EMD
- \_\_\_\_\_ Authorize activation of shelters if needed
- \_\_\_\_\_ Prepare and coordinate public information releases
- \_\_\_\_\_ Authorize inspection of all damaged buildings for structural integrity
- \_\_\_\_\_ Inspect all arterial roads for damage, assess and address repair as needed
- \_\_\_\_\_ Conduct regularly scheduled briefings for EOC staff (form ICS 201 Incident Briefing)
- \_\_\_\_\_ Discuss with EMD relocation of EOC if necessary
- \_\_\_\_\_ Coordinate or delegate actions re: donated resources and volunteer resource activities

## EOC Demobilization

- \_\_\_\_\_ Authorize re-entry of evacuees
- \_\_\_\_\_ For evacuees who cannot return home arrange temporary housing in coordination with partner agencies
- \_\_\_\_\_ Coordinate with volunteer agencies involved in disaster relief operations
- \_\_\_\_\_ Maintain records of personnel, equipment, and supplies use for possible reimbursement
- \_\_\_\_\_ Apply for state and federal disaster relief funds if appropriate
- \_\_\_\_\_ Address public health and sanitation issues
- \_\_\_\_\_ Establish disaster recovery centers if needed
- \_\_\_\_\_ Address legal and insurance matters

## Attachment 6: Emergency Management Director SOP

The Emergency Management Director (EMD) advises the Chief Elected Official on courses of action available for decision making during the emergency. The EMD acts as the Emergency Operations Center (EOC) manager while the EOC is activated. They oversee those responsible for the implementation of the plan, and ensure all are well-versed in their roles and responsibilities.

The EMD will periodically brief participating officials on their emergency management roles. The EMD will conduct mock exercises of incidents to provide practical and controlled experience in simulated conditions. He or she will call for an annual review with all involved officials and update the plan from lessons learned.

### Initial Actions

- \_\_\_\_\_ Receive notification of incident
- \_\_\_\_\_ Review emergency management plan with CEO (consider developing ICS 202 Incident Objectives)
- \_\_\_\_\_ Assess the situation and make appropriate notifications to activate and staff EOC
- \_\_\_\_\_ Establish a communications link with affected jurisdictions and volunteer agencies

### EOC Activation

- \_\_\_\_\_ Activate the EOC (attachment EOC Activation Team Checklist)
- \_\_\_\_\_ With the Chief Elected Official determine the need to declare a local state of emergency
- \_\_\_\_\_ Make sure all actions under Initial Actions are complete
- \_\_\_\_\_ Keep a log of all decisions made and actions taken (consider using form EOC Chronological Log)
- \_\_\_\_\_ Contact MEMA regional office to notify of EOC activation
- \_\_\_\_\_ Brief EOC staff on status of emergency (form ICS 201 Incident Briefing)
- \_\_\_\_\_ Prepare for 24-hour operations if necessary to include staffing, food/water, and facility operation

(EOC Activation continued)

\_\_\_\_\_ Determine readiness of communications and back-up communication systems

\_\_\_ Telephone and radio networks, including cell phones

\_\_\_ Fire and Police radios

\_\_\_ 800 MHz systems

\_\_\_ Phone systems of state agencies

\_\_\_ Community notification system

EOC Operations

\_\_\_\_\_ Prepare an Incident Action Plan in conjunction with Incident Commander for all active resources

\_\_\_\_\_ Maintain situational awareness to determine impact if any

\_\_\_\_\_ Coordinate need for EOC security with Police Department

\_\_\_\_\_ Implement shelter plan in coordination with partner agencies if needed

\_\_\_\_\_ Manage requests from incident scene

\_\_\_\_\_ Have Fire Department/Police form and dispatch search and rescue teams as required

\_\_\_\_\_ Have Fire Department coordinate EMS teams as required

\_\_\_\_\_ Work with Medical Examiner's Officer on matters pertaining to the disposition, handling, and identification of the deceased

\_\_\_\_\_ Conduct needs assessment and provide assistance to individuals with access and functional needs

\_\_\_\_\_ Determine the condition/capacity of hospitals and other healthcare facilities serving the community

\_\_\_\_\_ Acquire status of utilities within the affected area

\_\_\_\_\_ Validate status of critical resources to support operations

\_\_\_\_\_ Periodically solicit reports from EOC staff to maintain Local Government Situation Report

\_\_\_\_\_ Establish traffic control plan with Police Department if needed

\_\_\_\_\_ Coordinate debris removal from main routes with Department of Public Works if necessary

\_\_\_\_\_ Continue to monitor NWS alert system in coordination with MEMA

(EOC Operations continued)

\_\_\_\_\_ Identify transportation-related needs and contact transportation support partners if needed

\_\_\_\_\_ Review mutual aid agreements

\_\_\_\_\_ Submit resource request(s) for any unmet needs to the MEMA regional office

\_\_\_\_\_ Coordinate with Police Department for security patrols of impacted area

EOC Demobilization

\_\_\_\_\_ Coordinate with local, state, and federal agencies in damage assessment and cost of recovery activities

\_\_\_\_\_ Inform the public of disaster recovery activities via community notification system

\_\_\_\_\_ Continue to assist in the restoration of normal services and operations

\_\_\_\_\_ Close shelters and coordinate re-entry of evacuees with partner agencies

\_\_\_\_\_ Coordinate with Department of Public Works to ensure all streets are accessible

\_\_\_\_\_ Periodically receive reports from EOC staff regarding situation recovery status

\_\_\_\_\_ Coordinate with Police and Department of Public works to establish a traffic control plan

\_\_\_\_\_ Maintain records of personnel, equipment, and supplies use for possible reimbursement

\_\_\_\_\_ Conduct critical incident stress management activities

\_\_\_\_\_ Establish disaster recovery centers for victims in conjunction with MEMA/FEMA if asked

\_\_\_\_\_ Coordinate application for state and federal disaster relief funds with CEO, if appropriate

\_\_\_\_\_ Lift local state of emergency if declared

\_\_\_\_\_ Initiate deactivation of EOC and notify Chief Elected Official and departments –

\_\_\_\_\_ Close logs of all actions taken (EOC Chronological Log)

\_\_\_\_\_ Contact MEMA regional office to notify of EOC deactivation

\_\_\_\_\_ Debrief response personnel; prepare incident report, and update plan on the basis of lessons learned

\_\_\_\_\_ Conduct an evaluation on the overall effectiveness of the community's response and recovery actions

## **Attachment 7: Fire Department Representative SOP**

The role of the Fire Department in emergency/disaster situations is primarily fire-related incident control and management of any hazardous materials, including radiological. They also may lead search and rescue operations. During emergency response activities, if Fire Department resources become exhausted, additional support will be obtained through local mutual aid and then state agencies. The Fire Chief or his designee is responsible for coordinating all Fire Department operations.

### Initial Actions

\_\_\_\_\_ Receive notification of emergency

\_\_\_\_\_ Review emergency management plan and checklist

\_\_\_\_\_ Keep detailed logs of all actions taken by Fire Department during the incident (EOC Chronological Log)

\_\_\_\_\_ Maintain situational awareness and how it may pertain to Fire Department operations

\_\_\_\_\_ Determine the status of medical treatment site(s) to be used as triage areas or mass decontamination sites

\_\_\_\_\_ Determine availability of EMS personnel, supplies, and equipment and if more is needed request mutual aid support

\_\_\_\_\_ Determine availability of search and rescue personnel, supplies and equipment and if more is needed, request mutual aid support

### EOC Operations

\_\_\_\_\_ Coordinate dispatch of EMS teams to the scene(s) as required

\_\_\_\_\_ Coordinate dispatch of search and rescue teams to scene(s) as required

\_\_\_\_\_ Coordinate evacuation for affected residents

\_\_\_\_\_ Coordinate decontamination capabilities within the Fire Department and if insufficient notify

### EMD

\_\_\_\_\_ Arrange for a representative of the Fire Department to team with Police and Department of Public Works representatives to identify and restrict access to all structurally unsafe buildings

\_\_\_\_\_ If mass casualties have occurred work with EMD to contact mutual aid partners and establish triage site

\_\_\_\_\_ Coordinate the set-up of the decontamination area for emergency responders and those affected if needed

\_\_\_\_\_ Coordinate emergency power and lighting at the incident site upon request

(EOC Operations continued)

\_\_\_\_\_ Coordinate the identification of the condition of hazardous materials where they are stored or used

\_\_\_\_\_ Identify resource shortfalls and coordinate additional contractor resources to assist in hazardous materials response, informing EMD of availability

\_\_\_\_\_ Coordinate with Fire Department staff to determine if all critical equipment is operational

\_\_\_\_\_ Coordinate door-to-door warnings with the Police Department if necessary

\_\_\_\_\_ Route resource requests for unmet needs to the EMD

\_\_\_\_\_ Periodically update EMD on incident status

EOC Demobilization

\_\_\_\_\_ Support damage assessment activities as needed

\_\_\_\_\_ Coordinate clean-up as required

\_\_\_\_\_ Coordinate the return of all equipment to quarters or mutual aid partners

\_\_\_\_\_ Coordinate the decontamination of firefighters, gear and equipment as needed

\_\_\_\_\_ Coordinate inventorying of equipment and assess any operational issues experienced during the incident

\_\_\_\_\_ Coordinate the release of mutual aid companies as they become available

\_\_\_\_\_ Close logs of all actions taken (EOC Chronological Log) and submit paperwork to the EMD



## Attachment 8: Police Department Representative SOP

The Police Department's role in an emergency will be an expansion of its normal daily routine. The Police Chief is responsible for coordinating law enforcement emergency activities. If, during emergency operations, local law enforcement capabilities are exceeded, support will be available through existing mutual aid agreements and from state and federal law enforcement agencies. The Police Chief or his designee will integrate and manage outside law enforcement agencies which are brought in for assistance.

The Police Department is generally responsible for all traffic control and security services. In addition, during a large-scale incident, they may be asked to perform additional activities depending on the incident. If the EOC becomes activated, the Police Department will place a representative in the EOC to help coordinate activities with other community resources.

### Initial Actions

- \_\_\_\_\_ Receive notification of emergency
- \_\_\_\_\_ Review emergency management plan and checklist
- \_\_\_\_\_ Keep detailed logs of actions taken by Police Department during the incident (EOC Chronological Log)
- \_\_\_\_\_ Maintain situational awareness and how it may pertain to Police Department operations

### EOC Operations

- \_\_\_\_\_ Coordinate availability of emergency response equipment and place on standby
- \_\_\_\_\_ Coordinate the verification of communications capability within the affected area
- \_\_\_\_\_ Assign a liaison to Incident Command in the operational area
- \_\_\_\_\_ Coordinate the request of mutual aid from State Police as required
- \_\_\_\_\_ Establish security for EOC and other critical facilities and essential supplies if requested
- \_\_\_\_\_ Establish security for damaged public buildings if needed
- \_\_\_\_\_ Coordinate confinement and access control areas for security purposes
- \_\_\_\_\_ Coordinate dedicated access routes to these areas for Incident Response personnel
- \_\_\_\_\_ Coordinate the investigation of the cause of the incident as appropriate

\_\_\_\_\_ Coordinate the securing of the scene, rerouting of traffic, and implementing crowd control measures

\_\_\_\_\_ Organize the evacuation of the public and of special facilities if required

(EOC Operations continued)

\_\_\_\_\_ Coordinate road closures

\_\_\_\_\_ Coordinate providing back-up communication if needed

\_\_\_\_\_ Periodically update EMD on emergency response status

\_\_\_\_\_ Coordinate door-to-door warnings with Fire Department

\_\_\_\_\_ Route resource requests for unmet needs to the EMD

EOC Demobilization

\_\_\_\_\_ Support damage assessment activities as needed

\_\_\_\_\_ Coordinate with state and federal authorities to investigate the incident if needed

\_\_\_\_\_ Coordinate restricted access to suspected unsafe structures pending evaluation by Building

Inspector

\_\_\_\_\_ Coordinate reentry of evacuees

\_\_\_\_\_ Coordinate the return of all equipment to station or mutual aid partners

\_\_\_\_\_ Coordinate inventorying of equipment and assess any operational issues experienced during the

incident

\_\_\_\_\_ Coordinate the release of mutual aid units as they become available

\_\_\_\_\_ Close logs of all actions taken (EOC Chronological Log) and submit paperwork to the EMD

## Attachment 9: DPW Representative SOP

In emergency situations the Department of Public Works is responsible for deploying available equipment and manpower. In the event that local resources are exhausted assistance may be requested from mutual aid partners or MEMA. The Department of Public Works is responsible for ensuring the community's roads and bridges are in passable condition. During a large-scale incident they may be asked to perform additional activities depending on the incident. If the EMD activates the EOC the Department of Public Works will place a representative in the EOC to help coordinate activities.

### Initial Actions

- \_\_\_\_ Receive notification of emergency
- \_\_\_\_ Review emergency management plan and checklist
- \_\_\_\_ Keep detailed logs of actions taken by the Department of Public Works during the incident (EOC Chronological Log)

### Chronological Log)

- \_\_\_\_ Maintain situational awareness and how it may pertain to the Department of Public Works operations

### EOC Operations

- \_\_\_\_ Coordinate availability of emergency response equipment and place on standby
- \_\_\_\_ Coordinate the verification of communications capability within the affected area
- \_\_\_\_ Assign a liaison to Incident Command in the operational area
- \_\_\_\_ Coordinate the request of mutual aid from mutual aid partners and contractors as required
- \_\_\_\_ Coordinate providing essential supplies to the operational area if requested
- \_\_\_\_ Ensure dedicated access routes to operational areas are open for Incident Response personnel
- \_\_\_\_ Coordinate assisting the Police Department with traffic control if necessary
- \_\_\_\_ Coordinate assisting with evacuation of public and special facilities if required
- \_\_\_\_ Coordinate road closures if necessary
- \_\_\_\_ Periodically update EMD on emergency response status
- \_\_\_\_ Coordinate door-to-door warnings with other departments if necessary
- \_\_\_\_ Coordinate the rectification of immediate life-threatening hazards

\_\_\_\_\_ Coordinate with EMD for site decontamination assistance from regional Hazmat Team  
(EOC Operations continued)

\_\_\_\_\_ Coordinate identification of and restrict access to structurally unsafe buildings with Police  
Department

\_\_\_\_\_ Coordinate the remediation and clean-up of any hazardous materials that may have entered well  
water or drainage systems

\_\_\_\_\_ Coordinate the clearance and removal of debris as directed

\_\_\_\_\_ Support Fire Department in search and rescue operations

\_\_\_\_\_ Provide barricades and temporary fencing as requested

\_\_\_\_\_ Coordinate emergency repairs to streets and bridges as necessary to support emergency  
operations

\_\_\_\_\_ Coordinate with representative from the Fire Department to conduct preliminary assessment of  
damage to structures and utilities

\_\_\_\_\_ Provide other public works and engineering support for emergency operations as necessary

\_\_\_\_\_ Route resource requests for unmet needs to the EMD

#### EOC Demobilization

\_\_\_\_\_ Support damage assessment activities as needed

\_\_\_\_\_ Coordinate demolition of unsafe structures

\_\_\_\_\_ Assist Public Health Services with emergency waste disposal and sanitation, as necessary

\_\_\_\_\_ Assist other agencies with recovery operations and damage assessment activities

\_\_\_\_\_ Coordinate with utilities to restore services

\_\_\_\_\_ Coordinate the return of all equipment to garage or mutual aid partners

\_\_\_\_\_ Coordinate inventorying of equipment and assess any operational issues experienced during the  
incident

\_\_\_\_\_ Coordinate the release of mutual aid units as they become available

\_\_\_\_\_ Close logs of all actions taken (EOC Chronological Log) and submit paperwork to the EMD

APPLICATION FOR PERMIT TO USE TOWN OWNED PROPERTY

TOWN OF WELLFLEET  
300 MAIN STREET  
WELLFLEET, MA 02667

Applicant Sheryl Jaffe Affiliation or Group Wellfleet Historical Society & Museum

Telephone Number 508-349-9157 Mailing Address 262 Main St.,

Email address sheryl@wellfleethistoricalsociety.org Wellfleet, MA 02667

Town Property to be used (include specific area) \_\_\_\_\_  
Uncle Tim's Bridge

Date(s) and hours of use: Jan 14, 2023 5-8 PM / Rain date Jan 15, 2023 5-8PM

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.

No Fees charged. Celebrating the history of L. Crowell and 1 of his 293 patents. The square-bottom paper bag - participants will meet at the museum, fold paper bags, place battery lights in each one and walk down to the bridge - illuminate the bridge for an hour or so, take pictures & remove.

Describe any Town services requested (police details, DPW assistance, etc.) Parking at Town Hall  
NONE

NOTE TO APPLICANTS: All applications must be accompanied by a non-refundable \$50.00 processing fee: Applications must be received at least 30 days prior to the first event date to ensure that all reviews can be completed prior to the event. This application is only for permission to use Town property. Any additional licenses, such as food service permit, etc., may be required and it is the applicant's responsibility to secure the same.

Action by the Board of Selectmen:

\_\_\_\_\_ Approved as submitted

\_\_\_\_\_ Approved with the following condition(s): \_\_\_\_\_

\_\_\_\_\_ Disapproved for following reason(s): \_\_\_\_\_

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

Processing Fee: \$50.00

Fee:

(over)

**APPLICANT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSPECTIONS**

<b>Health/Conservation Agent:</b> <i>OK - Helary</i> Comments/Conditions:  Permits/Inspections needed:	<b>Inspector of Buildings:</b> <i>OK - Jim</i> Comments/Conditions:  Permits/Inspections needed:
--------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------

<b>Police Department:</b> <i>OK Chief Herley</i> Comments/Conditions:	<b>Fire Department:</b> <i>OK Chief Pauley</i> Comments/Conditions:
-----------------------------------------------------------------------------	---------------------------------------------------------------------------

<b>DPW:</b> <i>OK - Jay</i> Comments/Conditions	<b>Community Services Director:</b> Comments/Conditions: <i>N/A</i>
-------------------------------------------------------	---------------------------------------------------------------------------

<b>Harbormaster:</b> <i>OK - well</i> Comments/Conditions	<b>Shellfish:</b> <i>N/A</i> Comments/Conditions
-----------------------------------------------------------------	--------------------------------------------------------

<b>Recreation:</b> <i>NA</i> Comments/Conditions	<b>Town Administrator:</b> <i>ok - Rich</i> Comments/Conditions
--------------------------------------------------------	-----------------------------------------------------------------------



The Commonwealth of Massachusetts  
 Alcoholic Beverages Control Commission  
 95 Fourth Street, Suite 3, Chelsea, MA 02150-2358  
 www.mass.gov/abcc

**AMENDMENT-Change of Manager**

**Change of License Manager**

**1. BUSINESS ENTITY INFORMATION**

Entity Name NEW FLEET CORP	Municipality WELLFLEET	ABCC License Number 0622-RS-1348
-------------------------------	---------------------------	-------------------------------------

**2. APPLICATION CONTACT**

The application contact is the person who should be contacted with any questions regarding this application.

Name DONNA DIGIOVANNI	Title DIRECTOR	Email DMDIGIO@GMAIL.COM	Phone 413-575-5582
--------------------------	-------------------	----------------------------	-----------------------

**3A. MANAGER INFORMATION**

The individual that has been appointed to manage and control of the licensed business and premises.

Proposed Manager Name MICHAEL J. MCNAMARA	Date of Birth 12/15/1973	SSN 043-62-0986
Residential Address 25 KETTLE POND WAY ORLEANS, MA		
Email MIKE@HOGISLANDBEERCO.COM	Phone 203-249-7528	
Please indicate how many hours per week you intend to be on the licensed premises 50	Last-Approved License Manager JEFFREY BAKER	

**3B. CITIZENSHIP/BACKGROUND INFORMATION**

Are you a U.S. Citizen?  Yes  No \*Manager must be U.S. citizen  
 If yes, attach one of the following as proof of citizenship US Passport, Voter's Certificate, Birth Certificate or Naturalization Papers.  
 Have you ever been convicted of a state, federal, or military crime?  Yes  No

If yes, fill out the table below and attach an affidavit providing the details of any and all convictions. Attach additional pages, if necessary, utilizing the format below.

Date	Municipality	Charge	Disposition

**3C. EMPLOYMENT INFORMATION**

Please provide your employment history. Attach additional pages, if necessary, utilizing the format below.

Start Date	End Date	Position	Employer	Supervisor Name
11/2015	PRESENT	PRESIDENT/FOUNDER	HOG ISLAND BEER COMPANY	NONE
7/2012	11/2015	GENERAL MANAGER	SOUTHERN WINE AND SPIRITS, MIAMI	NONE

**3D. PRIOR DISCIPLINARY ACTION**

Have you held a beneficial or financial interest in, or been the manager of, a license to sell alcoholic beverages that was subject to disciplinary action?  Yes  No If yes, please fill out the table. Attach additional pages, if necessary,utilizing the format below.

Date of Action	Name of License	State	City	Reason for suspension, revocation or cancellation

I hereby swear under the pains and penalties of perjury that the information I have provided in this application is true and accurate:

Manager's Signature  Date 10/12/22

## APPLICANT'S STATEMENT

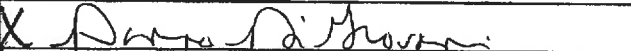
I, DONNA DIGIOVANNI the:  sole proprietor;  partner;  corporate principal;  LLC/LLP manager  
Authorized Signatory

of NEW FLEET CORP  
Name of the Entity/Corporation

hereby submit this application (hereinafter the "Application"), to the local licensing authority (the "LLA") and the Alcoholic Beverages Control Commission (the "ABCC" and together with the LLA collectively the "Licensing Authorities") for approval.

I do hereby declare under the pains and penalties of perjury that I have personal knowledge of the information submitted in the Application, and as such affirm that all statements and representations therein are true to the best of my knowledge and belief. I further submit the following to be true and accurate:

- (1) I understand that each representation in this Application is material to the Licensing Authorities' decision on the Application and that the Licensing Authorities will rely on each and every answer in the Application and accompanying documents in reaching its decision;
- (2) I state that the location and description of the proposed licensed premises are in compliance with state and local laws and regulations;
- (3) I understand that while the Application is pending, I must notify the Licensing Authorities of any change in the information submitted therein. I understand that failure to give such notice to the Licensing Authorities may result in disapproval of the Application;
- (4) I understand that upon approval of the Application, I must notify the Licensing Authorities of any change in the ownership as approved by the Licensing Authorities. I understand that failure to give such notice to the Licensing Authorities may result in sanctions including revocation of any license for which this Application is submitted;
- (5) I understand that the licensee will be bound by the statements and representations made in the Application, including, but not limited to the identity of persons with an ownership or financial interest in the license;
- (6) I understand that all statements and representations made become conditions of the license;
- (7) I understand that any physical alterations to or changes to the size of the area used for the sale, delivery, storage, or consumption of alcoholic beverages, must be reported to the Licensing Authorities and may require the prior approval of the Licensing Authorities;
- (8) I understand that the licensee's failure to operate the licensed premises in accordance with the statements and representations made in the Application may result in sanctions, including the revocation of any license for which the Application was submitted; and
- (9) I understand that any false statement or misrepresentation will constitute cause for disapproval of the Application or sanctions including revocation of any license for which this Application is submitted.
- (10) I confirm that the applicant corporation and each individual listed in the ownership section of the application is in good standing with the Massachusetts Department of Revenue and has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

Signature: 

Date: 10/12/22

Title: President



**ENTITY VOTE**

The Board of Directors or LLC Managers of  Entity Name  
duly voted to apply to the Licensing Authority of  and the  
City/Town  
Commonwealth of Massachusetts Alcoholic Beverages Control Commission on   
Date of Meeting

For the following transactions (Check all that apply):

- Change of Manager
- Other

"VOTED: To authorize  Name of Person

to sign the application submitted and to execute on the Entity's behalf, any necessary papers and do all things required to have the application granted."

"VOTED: To appoint  Name of Liquor License Manager

as its manager of record, and hereby grant him or her with full authority and control of the premises described in the license and authority and control of the conduct of all business therein as the licensee itself could in any way have and exercise if it were a natural person residing in the Commonwealth of Massachusetts."

A true copy attest,

*x Donna DiGiovanni*  
Corporate Officer /LLC Manager Signature

Donna DiGiovanni  
(Print Name)

For Corporations ONLY

A true copy attest,

*x Donna DiGiovanni*  
Corporation Clerk's Signature

Donna DiGiovanni  
(Print Name)



R. P. Scimone <rps@cfcapitalllc.com>

**Receipt from nCourt**

1 message

customerservice@ncourt.com <customerservice@ncourt.com>  
To: rps@cfcapitalllc.com

Tue, Oct 11, 2022 at 4:17 PM

YOUR RECEIPT >>

Please include the payment receipt with your application. Thank you.

**Paid To**

Name: Massachusetts Alcoholic Beverages Control Commission - Retail  
 Address 1: 95 Fourth Street, Suite 3  
 City: Chelsea  
 State: Massachusetts  
 Zip: 02150

**Payment On Behalf Of**

First Name: DONNA Last Name: DIGIOVANNI  
 Address 1: 6 MARY'S WAY  
 City: Truro State/Territory: MA Zip: 02666  
 Phone: (603) 997-9631

Description	ID	Service Fee	Amount
FILING FEES-RETAIL	06222-RS-1348	\$4.70	\$200.00

**Receipt Date:** 10/11/2022 4:17:57 PM EDT **Total Amount Paid:** \$204.70  
**Invoice Number:** 77a1da33-e14d-4a4c-b394-8906377b753

**Billing Information** *Credit Card Information*

First Name richard Card Type MasterCard  
 Last Name scimone Card Number \*\*\*\*\*2890  
 Address 1 380 lafayette road, 11-308  
 City seabrook  
 State/Territory NH  
 Zip 03874  
 Email rps@cfcapitalllc.com

**IMPORTANT INFORMATION >>**

Please verify the information shown above. Your payment has been submitted to the location listed above.

# Massachusetts Alcoholic Beverages Control Commission - Retail

30 South Street, Suite 3, Chelsea, Massachusetts 02139

Phone: (617) 727-3060

## Payment Confirmation

**YOUR PAYMENT HAS PROCESSED AND THIS IS YOUR RECEIPT**

Your account has been billed for the following transaction. You will receive a receipt via email.



Transaction Processed Successfully.

INVOICE #: 77a1da33-e14d-4a4c-b394-9906377bf753

Description	Application or License Number	Amount
FILING FEES-RETAIL	06222-RS-1348	\$200.00
		<b>\$200.00</b>

Total Convenience Fee: \$4.70

Total Amount Paid: \$204.70

Date Paid: 10/11/2022 4:17:57 PM EDT

### Payment On Behalf Of

License Number or Business Name:  
06222-RS-1348

Fee Type:  
FILING FEES-RETAIL

### Billing Information

First Name:  
richard

Last Name:  
scimone

Address:  
380 lafayette road, 11-308

City:  
seabrook

State:  
NH

Zip Code:  
03874

Email Address:  
rps@cfcapitalllc.com

Print Receipt

Make Another Payment

powered by nCourt



The Commonwealth of Massachusetts  
 Alcoholic Beverages Control Commission  
 95 Fourth Street, Suite 3, Chelsea, MA 02150-2358  
 www.mass.gov/abcc

**RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION  
 MONETARY TRANSMITTAL FORM**

**AMENDMENT-Change of Manager**

APPLICATION SHOULD BE COMPLETED ON-LINE, PRINTED, SIGNED, AND SUBMITTED TO THE LOCAL LICENSING AUTHORITY.

ECRT CODE: RETA

Please make \$200.00 payment here: ABCC PAYMENT WEBSITE

PAYMENT MUST DENOTE THE NAME OF THE LICENSEE CORPORATION, LLC, PARTNERSHIP, OR INDIVIDUAL AND INCLUDE THE PAYMENT RECEIPT

ABCC LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY)

ENTITY/ LICENSEE NAME

ADDRESS

CITY/TOWN  STATE  ZIP CODE

For the following transactions (Check all that apply):

- |                                                                        |                                                                                                   |                                                                           |                                                                       |
|------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------|-----------------------------------------------------------------------|
| <input type="checkbox"/> New License                                   | <input type="checkbox"/> Change of Location                                                       | <input type="checkbox"/> Change of Class (i.e. Annual / Seasonal)         | <input type="checkbox"/> Change Corporate Structure (i.e. Corp / LLC) |
| <input type="checkbox"/> Transfer of License                           | <input type="checkbox"/> Alteration of Licensed Premises                                          | <input type="checkbox"/> Change of License Type (i.e. club / restaurant)  | <input type="checkbox"/> Pledge of Collateral (i.e. License/Stock)    |
| <input checked="" type="checkbox"/> Change of Manager                  | <input type="checkbox"/> Change Corporate Name                                                    | <input type="checkbox"/> Change of Category (i.e. All Alcohol/Wine, Malt) | <input type="checkbox"/> Management/Operating Agreement               |
| <input type="checkbox"/> Change of Officers/<br>Directors/LLC Managers | <input type="checkbox"/> Change of Ownership Interest<br>(LLC Members/ LLP Partners,<br>Trustees) | <input type="checkbox"/> Issuance/Transfer of Stock/New Stockholder       | <input type="checkbox"/> Change of Hours                              |
|                                                                        | <input type="checkbox"/> Other <input type="text"/>                                               |                                                                           | <input type="checkbox"/> Change of DBA                                |

THE LOCAL LICENSING AUTHORITY MUST SUBMIT THIS APPLICATION ONCE APPROVED VIA THE ePLACE PORTAL

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

# ***COMMON VICTUALLER LICENSE RENEWAL***

- **Ceraldi**
- **CShore**
- **Dent Donuts**
- **Fox & Crow**
- **Harbor Stage Company**
- **Hog Island Surf Lodge and Beer Yard**
- **The Swan (Fitzgerald Hill, LLC)**
- **Wellfleet Cinemas**
- **Wellfleet Drive In, Flea Market**
- **Wellfleet Miniature Golf, Dairy Bar & Grill**
- **Wellfleet Motel & Lodge**



## SELECTBOARD

AGENDA ACTION REQUEST  
Meeting Date: December 20, 2022

III

# PRESENTATION NAUSET REGIONAL SCHOOL COMMITTEE

~ A ~

<b>REQUESTED BY:</b>	Nauset Regional School Committee
<b>DESIRED ACTION:</b>	To present to the board and public in preparation of the January 10, 2023, special town election regarding the new high school construction
<b>PROPOSED MOTION:</b>  <b>SUMMARY:</b>	There is no action needed for this agenda item
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition (s):
<b>VOTED:</b>	



From the Nauset Regional School Committee

# NRHS Building Project

---

## **FACT SHEET - November 2022**

---

### **What is happening now?**

**Save the Date: January 10, 2023**

On January 10, 2023, the Nauset Regional School District (NRSD) will hold a district-wide vote asking the residents of the four member towns (Brewster, Eastham, Orleans, and Wellfleet) to approve \$38.1 million in additional funding to cover the total increased cost to fund the Nauset Regional High School (NRHS) Building Project, which was initially approved by the voters on March 30, 2021 in a District-wide vote.

### **How did we get here?**

Plans for addressing the deficiencies in the 50-year-old High School building began in earnest in 2014. Eight years later the School District has:

- An approved design
- Project funding of \$131,825,665 (approved by voters on March 30, 2021)
- Approximately \$36 million in grant funding approved from the Massachusetts School Building Authority (MSBA) as the State's contribution to the project
- A funding shortfall of \$38.1 million (based on the October 19, 2022 General Contractor bids, which determine the cost of completing the project as originally designed)

## NRHS Project Timeline

- **2012-13:** A study of NRSD facilities by Habeeb & Associates Architect identifies significant building deficiencies at the High School.
- **2014:** Based on the findings of the study and realizing the extent of deficiencies at the High School, the NRSD decides to apply to the MSBA Building Program to attempt to receive State funding to help reduce the cost to the taxpayers of Wellfleet, Eastham, Orleans, and Brewster.
- **2015:** NRSD applies to participate in the MSBA School Building funding program. (Application denied)
- **2016:** NRSD applies to participate in the MSBA School Building funding program. (Application approved)
- **Spring 2017:** Town Meetings in all four District towns approved \$1.3 million to fund a Feasibility Study, the first step in the MSBA building process. (Study completed in 2018)
- **November 2017:** Nauset Regional School Committee (NRSC) votes to maintain current school configuration (NRHS Grades 9-12; NRMS Grades 6-8) and to maintain the current high school program of studies.
- **2018-2019:**
  - School Building Committee formed (17 members)
  - Owner's Project Manager and Architect selected
  - The NRHS Educational Vision, which is the foundation document that informs the design process, developed by the administration and teaching staff at the High School (completed/submitted to MSBA July 2019)
  - Forums held in each member town to get community input of priorities for new high school
  - 13 design options were developed and reviewed
  - Preferred design selected and presented in forums held in each District member town
- **Feb 9, 2020:** MSBA approves Nauset's preferred Schematic Design option.
- **Feb 30, 2020:** MSBA approves approximately \$36 million Maximum Facilities Grant for the NRHS project.
- **Spring 2020:** Planned vote at Town Meetings to approve NRHS project costs delayed due to COVID.
- **Mar 30, 2021:** District-wide vote approves \$131,825,665 to fund the NRHS building project (70%+ approval).
- **Summer 2021:** 37 mobile units purchased (16 units in original budget plus additional units to allow the housing of more students during construction phases, creating less disruption and significantly reducing overall project duration).
- **2021-2022:** Three separate Value-Engineering processes (at 30%-60%-90% design) conducted to reduce project costs by \$4-5 million to keep the project on budget without compromising the educational program.
- **Oct 19, 2022:** Two bids received from the five approved General Contractors: Brait Builders \$134.4 million; second bidder at \$159.8 million.



## **Next Steps: Why Additional Funds? Why Now?**

- Two General Contractor bids were received on October 19, 2022. Both exceeded the original budget which was set in December 2019 as part of the MSBA submission process. The low bid was approximately \$15 million less than the other bid.
- The bids were originally valid for 30 days, as is standard, but Brait Builders (the low-bid general contractor) extended the timeframe to 90 days (until January 17, 2023) to give the District the opportunity to obtain the additional funding.
- Brait Builders is the same quality contractor that recently constructed the Cape Cod Tech facility in Harwich, MA.
- Additional funding for the project must be approved by District voters before the current bid expires on January 17, 2023. This additional funding authorization is required to enable the School District to sign the contract to build the high school as proposed and ensure the MSBA grant contribution of approximately \$36 million.

### **Consequences of the Additional Funding Vote**

#### **If Approved:**

- The project will continue as scheduled with a slight initial delay.
- Brait Builders will begin on-site work by the end of January.
- Phase I, starting in February, will involve moving the gym and cafeteria to temporary locations.
- Students will begin moving into the mobile classrooms in early 2023.
- The building project is expected to meet its current estimated completion date.

#### **If Not Approved:**

- All work on the NRHS Building Project will cease.
- The approximate \$36 million in MSBA grant funds will be lost.
- The NRSD has a Bond Anticipation Note of approximately \$28 million. Of this amount, approximately \$21 million dollars has been spent on project costs and the remainder is encumbered in full. This amount will need to be bonded and assessed to the four communities.
- The aging High School building, as well as the mobile classrooms, will continue to require money for repairs & maintenance until another permanent solution is found, repeating much of the current work that has been 7 years in the making.

## **Builder Risk Policy Insurance**

- the builder's risk policy premium is that for the whole project duration? Or is this an annual premium? Answer: This reflects the estimated premium of \$400,000 for the entire duration of the project except for any extensions should the project go over the original project time line, then an extension and additional premium will be required. Payment for the builders' risk premium is paid up front.
- A quick synopsis from MIAA as to the benefits of our holding the policy would be appreciated. Answer: The benefit of the Nauset Regional School District having MIAA write and hold the policy is that control rests with the School District and not the General Contractor. There are so many moving pieces to this project due to the size of the project, and the complexity involved as buildings would be required to come off the schedule of insured structures while the work is being completed. The District would be relying on the General Contractor to take care of this when their responsibility is to construct and renovate the buildings;

# NRHS Building Project

## From the Nauset Regional School Committee

---

**Please Remember to VOTE !!!**

**January 10, 2023 - 11:00 am - 7:00 pm**

### **NRHS Building VOTE Update** **Public Presentations:**

December 5, 2022 - Brewster Select Board @ 6:30PM  
**Please [CLICK HERE to join the Brewster Meeting](#)**

December 6, 2022 - Public Forum @ 6:00PM  
**Please [CLICK HERE to join the Forum](#)**

December 12, 2022 - Joint School Committee Meeting  
@4:30PM  
**Please [CLICK HERE to join the JSC Meeting](#)**

December 14, 2022 – Orleans Select Board @ 5:00PM  
Link will be added when available

December 15, 2022 - Public Forum 6:00PM  
**Please [CLICK HERE to join the Forum](#)**

December 19, 2022 - Eastham Select Board @5:30PM  
Link will be added when available

December 20, 2022 – Wellfleet Select Board @7:00PM  
Link will be added when available



## SELECTBOARD

AGENDA ACTION REQUEST  
Meeting Date: December 20, 2022

IV

### PORT PROFILE ~ CCFA/DMF ~

<b>REQUESTED BY:</b>	<b>Fisherman's Alliance</b>
<b>DESIRED ACTION:</b>	<b>To review documents submitted</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>	

# CAPE COD COMMERCIAL FISHERMEN'S ALLIANCE

**Small Boats. Big Ideas.**

Formed in 1991 by a group of fishermen, the Cape Cod Commercial Fishermen's Alliance has been working with fishermen for more than 30 years to create solutions for both a balanced ecosystem and profitable fishing communities.

Our work focuses on assessing the needs of today's fishermen with the responsibility of providing healthy oceans and strong fisheries for the next generation - a delicate and important balance.

## **Fishermen's Alliance Does This By:**

- Working towards a healthy ocean environment with sustainable fishing practices.
- Supporting the small-boat independent fishing fleet by making sure they have a voice at the local, state and federal level.
- Engaging in fishermen driven science and research to inform sensible and forward-looking fishing regulations.
- Investing in fisheries to provide opportunities for today's fishermen, and future generations, to build successful businesses.
- Connecting the community to commercial fishermen to educate consumers on the history of the industry, the current challenges they face, and to create a connection to the food on their plates.

## **Vision:**

Cape Cod Commercial Fishermen's Alliance is the voice of Cape Cod's fishing community, working to ensure our future livelihood within a balanced ocean ecosystem.

## **Mission:**

Cape Cod Commercial Fishermen's Alliance is fishermen, community members, public officials and scientists working together to build creative strategies, advocate for improved marine policies, protect the ocean ecosystem, and ensure the viability and future of Cape Cod's fisheries.

**Celebrating 30 years. Navigating 30 more.**

---

**BOARD OF DIRECTORS** Andrew Baler • Richard Banks • Charles Borkoski • Greg Connors • Beau Gribbin  
Eric Hesse • Gwen Holden Kelly • Barry LaBar • Tim Linnell • Kurt Martin • Brian Sherin

---

1566 Main Street, Chatham, MA 02633 (508) 945-2432 [info@capecodfishermen.org](mailto:info@capecodfishermen.org) [www.capecodfishermen.org](http://www.capecodfishermen.org)



# MASSACHUSETTS COMMERCIAL FISHING PORT PROFILES

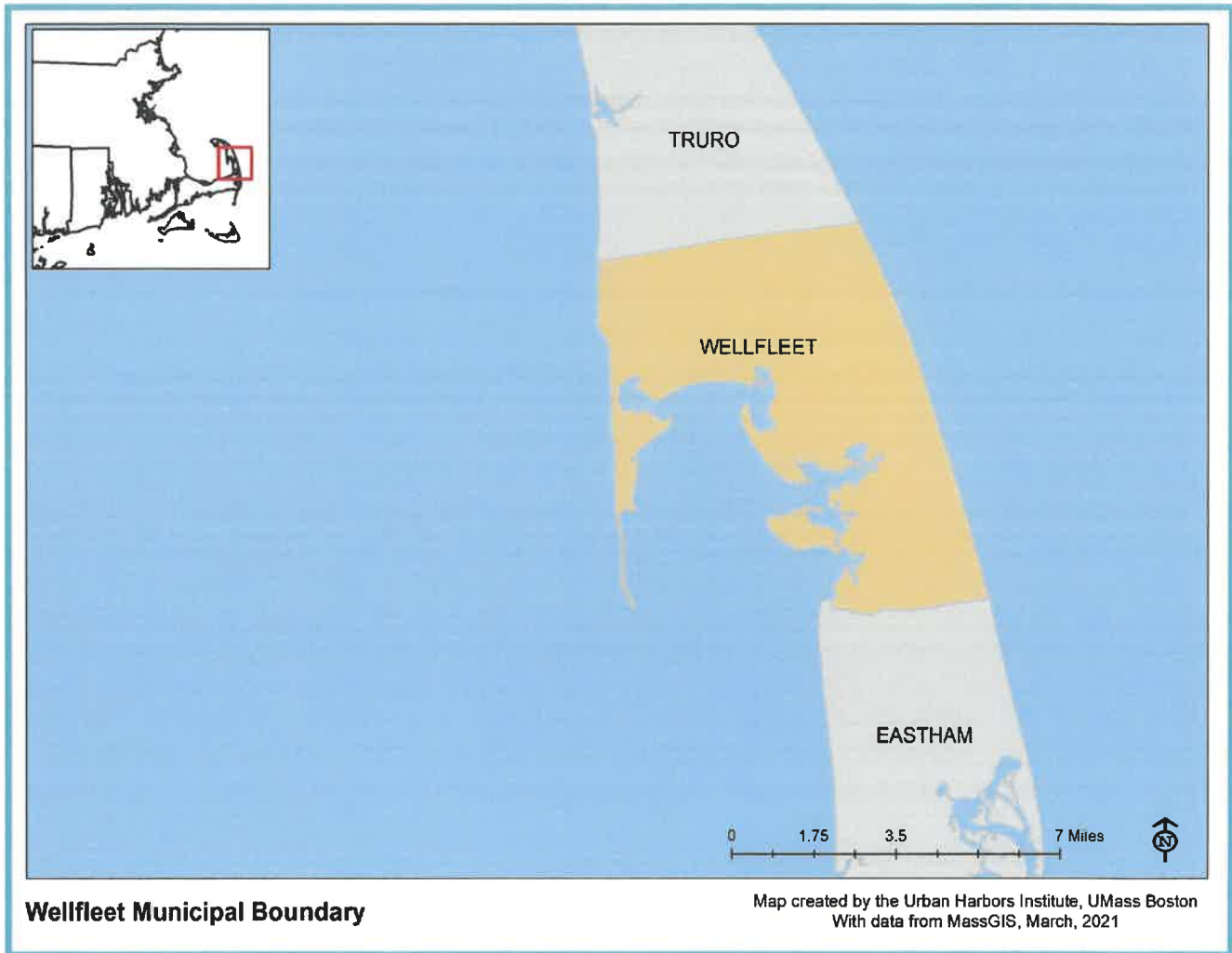
The Massachusetts Commercial Fishing Port Profiles were developed through a collaboration between the Massachusetts Division of Marine Fisheries, the University of Massachusetts Boston's Urban Harbors Institute, and the Cape Cod Commercial Fishermen's Alliance. Using data from commercial regional permits, the Atlantic Coastal Cooperative Statistics Program's (ACCSP) Standard Atlantic Fisheries Information System (SAFIS) Dealer Database, and harbormaster and fishermen surveys, these profiles provide an overview of the commercial fishing activity and infrastructure within each municipality. The Port Profiles are part of a larger report which describes the status of the Commonwealth's commercial fishing and port infrastructure, as well as how profile data can inform policy, programming, funding, infrastructure improvements, and other important industry-related decisions.

For the full report, visit the Massachusetts Division of Marine Fisheries website.



URBAN HARBORS INSTITUTE  
UNIVERSITY OF MASSACHUSETTS BOSTON





### Key Terms:

**Permitted Harvesters:** Commercially permitted harvesters residing in the municipality

**Vessels:** Commercially permitted vessels with the municipality listed as the homeport

**Trips:** Discrete commercial trips unloading fish or shellfish in this municipality

**Active Permitted Harvesters:** Commercially permitted harvesters with at least one reported transaction in a given year

**Active Dealers:** Permitted dealers with at least one reported purchase from a harvester in a given year

**Ex-Vessel Value:** Total amount (\$) paid directly to permitted harvesters by dealers at the first point of sale



# WELLFLEET

Located on Cape Cod, Wellfleet has one main harbor named Wellfleet Harbor.

Permitted commercial fisheries, which may or may not be active during the survey period, include: Lobster Pot, Shellfish (by hand), Dragger, Clam Dredge, Scallop Dredge, Rod & Reel, Aquaculture, and For Hire/Charter.



## 2018 Overview

Source: 2018 Permitting and Statistics Data; ACCSP Data Warehouse



### Wellfleet's commercial fishery had:

- 227** permitted fishermen with a Wellfleet address
- 63** vessels with a Wellfleet homeport
- 7,993** trips landing in Wellfleet
- 236** active permitted fishermen landing in Wellfleet
- 33** active dealers purchasing in Wellfleet



### Commercial fishermen harvested the following in Wellfleet in 2018:

**3,535,471** pounds of catch with an ex-vessel value of **\$7,728,102**

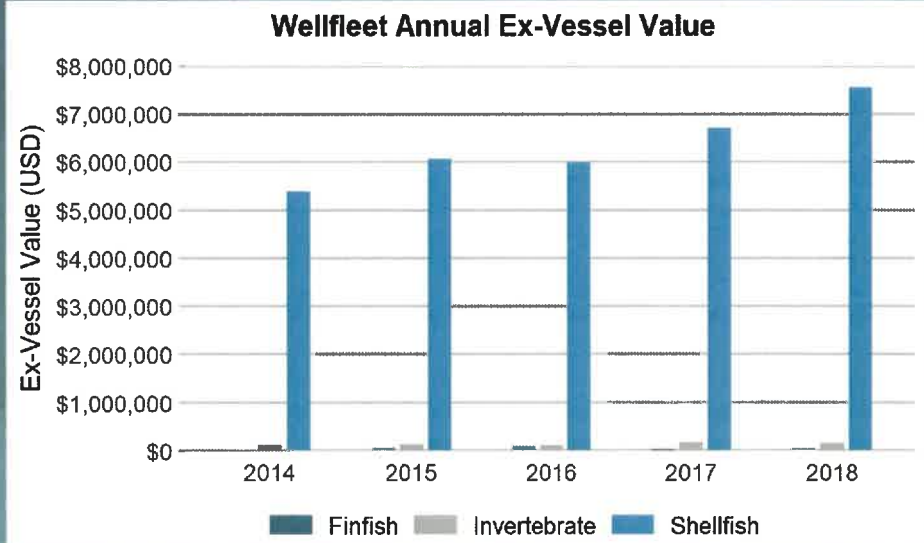
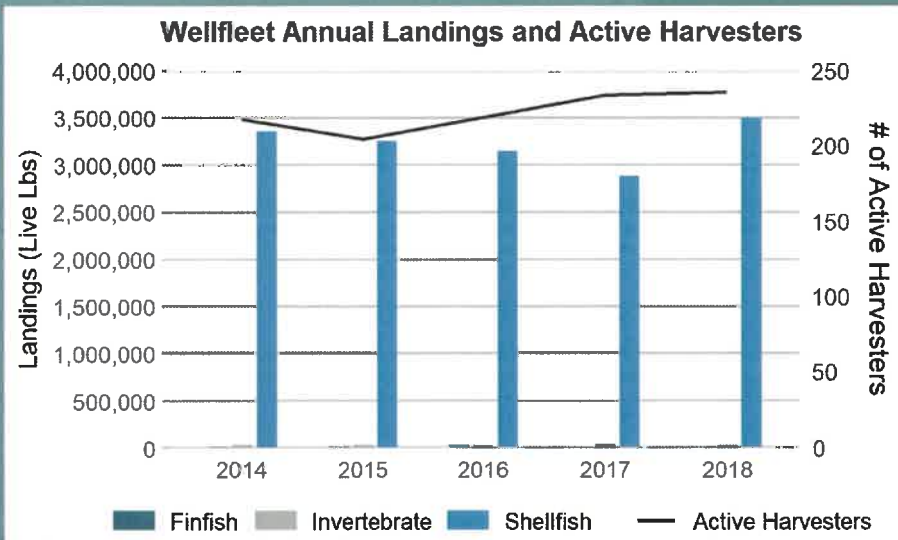
The top-ranked species, by dollar value, landed between 2014-2018 included:

- Eastern Oyster
- Northern Quahog
- Atlantic Surf Clam



# 5 Year Trends in Commercial Landings and Value

Source: 2018 Permitting and Statistics Data; ACCSP Data Warehouse



# Status of the Commercial Fishing Industry

Source: 2019 Harbormaster and Fishermen Survey Data

Wellfleet’s commercial fishing fleet consists of both trailered and non-trailered vessels. In the last 10 years, Wellfleet has seen an increase in aquaculture and shellfishing, and a slight decline in charter boats for-hire. Because of the aquaculture and shellfishing growth, as well as more small vessels using the Wellfleet ramp, the number of commercial fishing vessels has also grown.



## Commercial Fishing Infrastructure



### Infrastructure upgrades in last ten years:

- Marina re-build
- New launch ramp
- Dredging



### Current infrastructure Challenges

- Lack of dock space (waitlist of 300+ people)
- Shallow water/need for dredging
- Limited parking
- Conflicts with other users
- Permitting process for infrastructure
- Lack of transient port accommodations

### Needs

- Dredging (started in 2020)
- Replace fuel tanks (project underway)
- More dock space
- Unloading/wholesale pickup space
- Commercial ice machine
- Parking



### Infrastructure dedicated solely to commercial fishermen:

- Moorings: Fishermen have own moorings
- Slips: 18 slips and L-Pier
- Broadside berthing: L-Pier is strictly for commercial vessels



### In 2018, the municipality charged for the following services:

- Moorings: \$219/mooring
- Slips: \$40/foot
- Broadside berthing: \$40/foot
- Unloading: \$55
- Transient dockage: \$40/night
- Launch: \$10/day; \$200/season

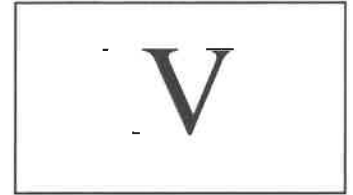
Type of Infrastructure	Available?
Ice	
Bait storage	
Trash disposal	
Commercial offloading	
Hoist (manual)	
Dock space	
Gear storage	
Mooring space	
Fueling stations	
Vessel repair	
Launch ramp	
Parking for fishermen	
Parking for seafood trucks	
Other (pumpout)	

= Available



# SELECTBOARD

AGENDA ACTION REQUEST  
Meeting Date: December 20, 2022



## PUBLIC HEARINGS

~ A ~

<b>REQUESTED BY:</b>	Shellfish Constable ~ Nancy Civetta
<b>DESIRED ACTION:</b>	Continued public hearing for potential grant extension to grant 2000-6 on Egg Island for Nick Sirucek from December 6, 2022
<b>PROPOSED MOTION:</b>	I move to approve Nick Sirucek's request for grant extension #2000-6 on Egg Island as presented in the Selectboard's packet
<b>SUMMARY:</b>	
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____

TOWN OF WELLFLEET

PUBLIC HEARING

In accordance with MGL Chapter 130 Sections 52, 57, 58, 59, 60, and 62 and all applicable Town Shellfish Regulations, notice is hereby given that the Wellfleet Selectboard will hold a hybrid public hearing on November 15, 2022, at 7:00 p.m. to consider the following:

- 1) Application received 9/23/2022 for the renewal of shellfish grant license #s 95-19 and 95-20 consisting of 1.84 acres on Egg Island for nine years, 10 months and 28 days from Chris Merl (Wellfleet, MA).
- 2) Application received 9/25/2022 for the renewal of shellfish grant licenses #861 and #861-A consisting of a total of 1.5 acres on Field Point for four years, eleven months and four days from Robert Emmet (Wellfleet, MA).
- 3) Application received 10/13/2022 for a grant extension (to be numbered #2000-6 ext.) to shellfish grant license #2000-6 consisting of approximately 1.2 acres on Egg Island from Nick Sirucek (Wellfleet, MA).

Recommendation of the Shellfish Constable will be available in the November 15, 2022, Selectboard's packet.

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

**Join Zoom Meeting**

<https://us02web.zoom.us/j/85689604806?pwd=blplVFFBZz1ViQ0xNWkZKMm9iMVdrdz09>

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

WELLFLEET SELECTBOARD



# Wellfleet Shellfish Department



300 Main Street, Wellfleet, Massachusetts 02667

December 13, 2022

To: Town of Wellfleet Selectboard  
Re: Recommendations  
From: Nancy Civetta, Shellfish Constable

I received an application on October 13, 2022, for a shellfish grant license extension on Egg Island (2000-06 Ext.) from Nick Sirucek, totaling approximately 1.2 acres. At my and his requests, his original public hearing was continued to Dec. 20, so he could reconfigure the position and size of this proposed extension to accommodate the Harbormaster's and my feedback. It is beyond mean low water, and therefore, not on private property.

As I brought up in my original memo for the continuation of this public hearing (see attached), I am working with Shellfish Advisory Board to revise an ambiguous regulation about where grants can be situated on Egg Island to more expressly and clearly indicate that they cannot be located east of Nick's current grant (the eastern boundary of Powers Landing) and north of the northern boundary of grants on Egg Island (the so-called "1650" line) to the Egg Island channel. This is to protect the traditional wild harvest areas on Egg Island and was discussed at the last Shellfish Advisory Board (SAB) meeting. On Monday, Dec. 19, 2022, I will be presenting SAB with the revised language for consideration as a regulation change, which will then be coming to you for action. At this point, however, I feel completely comfortable with where Nick's proposed extension is situated with regards to the current regulation and proposed regulation change.

On November 7, 2022, I visited the proposed extension site with Harbormaster Will Sullivan. The Harbormaster had concerns about the layout of the extension. Although it mirrored his current grant configuration, Will was concerned about boat traffic and navigability in this area. He suggested to Nick that he pull it back to the south and situate the grant in between his grant and his neighbor's grant to the west.

In addition, I provided Nick with feedback from other Egg Island grant holders that he needed to leave room for trucks to negotiate the area on tides lower than a negative one as per Conservation Commission's order of conditions. His revised configuration is shown on maps attached in his application, clearly leaving ample room for trucks to pass.

Now, instead of being 1.2 acres and mirroring his current grant, it is one acre and sits like a square in between his and the neighboring grant to the west as requested by myself and the Harbormaster. Immediate abutters were notified of this public hearing.

Phone (508) 349-0325



Fax (508) 349-0305

I am satisfied with these changes and believe that Nick has worked honestly and diligently to accommodate the concerns of those around him. I appreciate Nick's diligence and attention to accommodating other users in his revised application, attached.

Nick is an experienced shellfish farmer and has been farming for the past eight years. I understand that he has maxed out the space in grant #2000-06 and his need to expand in order for his business to be successful. For these reasons, I recommend approving the additional grant license.

The area will need to be surveyed by the Mass. Division of Marine Fisheries to determine if it has significant shellfish resources that should not be taken out of the public domain. He will also need to have it professionally surveyed to determine exact boundary points and acreage.

I look forward to our discussions at the public hearing.

Respectfully submitted,

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

Nancy Civetta  
Shellfish Constable

APPLICATION FOR SHELLFISH GRANT LICENSE

RCVD  
1.26.2022  
RCVD  
10.13.22

DATE: 1/26/22

Resubmitted on: 10/13/22

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

Name Nicholas F Sirucek

Address 51 Haywain Way  
Wellfleet, MA 02667

Telephone 508 246 2004

Approximate location of proposed grant license area:  
West side of existing grant #2000-6

Desired size of proposed grant license area:

~1 acres

GENERAL INFORMATION

Previous shellfishing experience:  
~8 years in industry, ~5 years farming for myself

How long have you had a shellfish permit (commercial/non-commercial)?

State Permit: Since 2016

Town wild Permit: 2020, 2022

How long have you lived in Wellfleet?

33 years

Comments: I request this grant extension in order to maintain the viability of my shellfish business, as it is my sole source of income and I employ 1-3 other people as part-time help.

Nicholas F Sirucek  
Signature of Applicant

Jerry Smith  
Shellfish Constable

10/13/22

10.13.2022

To the Wellfleet Selectboard,

My name is Nick Sirucek – I am a 34 year old full-time shellfish farmer, the son of two immigrants, and was born and raised in Wellfleet. I started working in the town's shellfish industry about 9 years ago as a farmhand, and was given the opportunity to have my name added to a grant and start farming my own shellfish in 2016. I have thankfully been able to grow my business over the years and farming shellfish is now my sole occupation and keeps me busy year-round. However, due to the cost of living, and the challenges facing the shellfishing industry, I am at the point where I need to expand my business to be able to make enough of a living to stay in town and keep farming. For this reason, I am applying for an extension to my current grant on Egg Island (2000-6), which I currently share with one other person. I have given this proposal a lot of thought and have tried to address any potential issues, including modifying the layout at the suggestion of the Harbormaster. The additional area is necessary to be able to increase my production of clams, have room start a clam nursery program, and potentially hire more people.

In accordance with Shellfish Regulation 7.6 3.(a.), it was determined that the proposed licensed area falls beyond the Mean Low Water line and thus no permission is needed from upland landowners (see: Spillane v. Adams summary and Image 2).

The proposed extension area consists of approximately 1 acres to the west of my existing licensed area, and has been drawn in such a way as to not impede the access of other farmers, or to boaters. It nicely fits and “fills in” part of an unused area between my existing grant and grant #01-03. In this way it will actually aid in navigation, as it will not appear to be a navigable gap between grants, and there will be more marking buoys. This area does not appear to be naturally productive, and in the 6+ years I have been working my site, I have never once seen anyone wild-picking the proposed area. When I see people wild harvesting on the island they are either on top of the northern spit of the island (clams), or sometimes picking on the northern bank by the channel. WSD would likely agree, and the required biological survey would confirm.

In conclusion, I believe this to be an unproductive, licenseable area, with no obvious conflicts with navigation or access to other farms, and being granted an extension would be enable me to expand my current operations and afford to live here.

Thank you for your consideration,

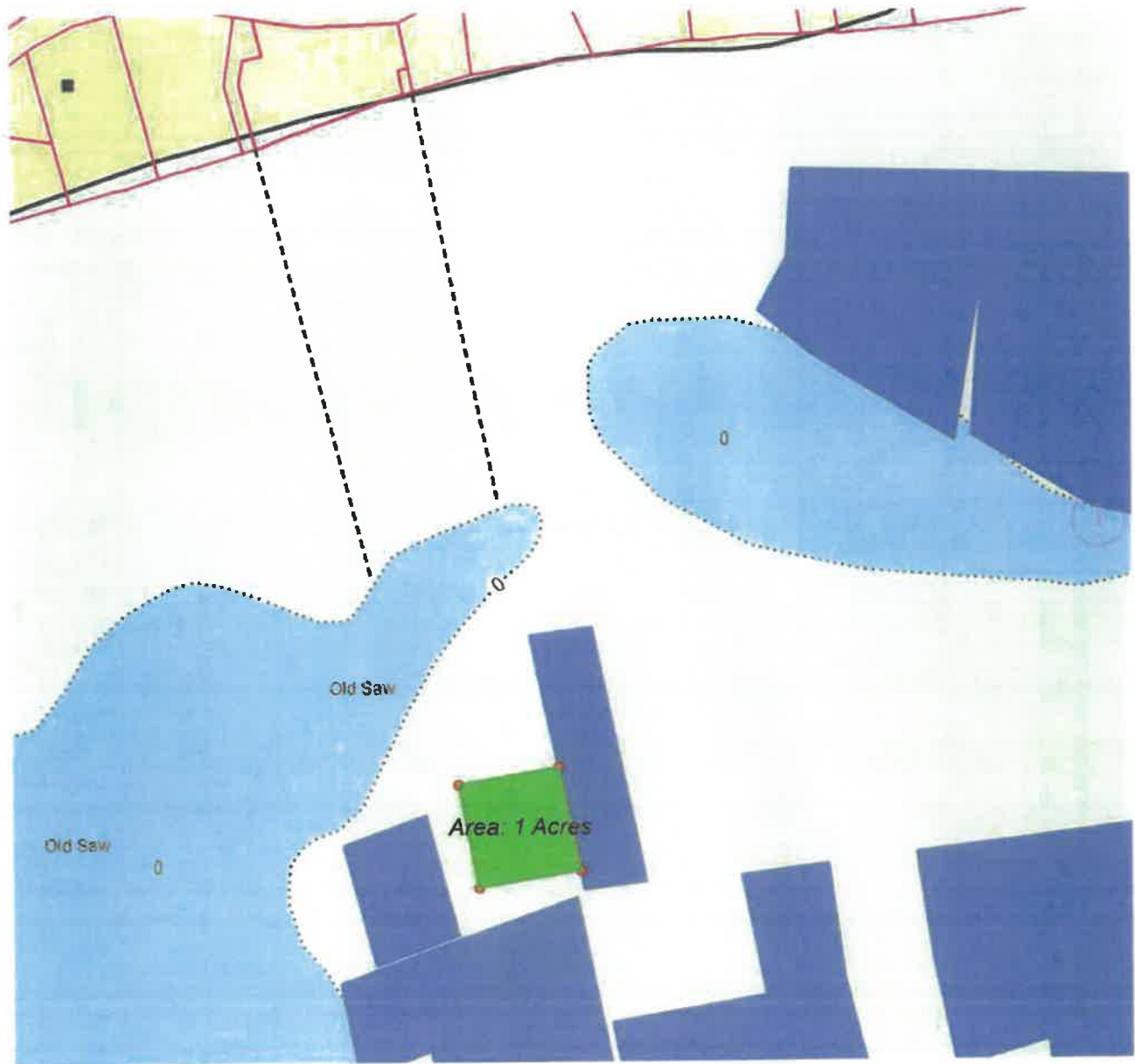
Nick Sirucek



Image 1 – proposed area, existing grants, site coordinates, NOAA map showing water levels at Mean Lower-Low Water



Image 2 – showing map of upland property lines extended out, black line is showing where both hit the Mean Lower Low Water mark (data is from NOAA map)



This court concluded that "mean low water," as established by the National Geodetic Vertical Datum standards (NGVD), is the appropriate standard for determination of a low water mark; therefore, a Land Court judge properly exercised her discretion in determining the low water of mark of certain tidal flats by reference to mean low water as measured by the NGVD.

[388-390]

-----

The town, in opposition, proposes the use of "mean low water" as determined by the NGVD. "Mean low tide" is defined as "[t]he average of all low tides -- both low and lower low -- over a fixed period." Black's Law Dictionary 1619 (9th ed. 2009). The two approaches remaining after Rockwood thus provide a distinct contrast between a real, but continually changing, position on the one hand, and a fictional location that will be relatively constant on the other.

Faced with this choice, we conclude that the Spillanes' reliance on a particular measurement taken at one point in time is contrary to a basic purpose of property law. Boundaries should be capable of determination with relative ease, rather than greatly subject, as here, to weather and the phases of the moon.

This is not the first occasion on which a judge of the Land Court has determined that "mean low water," as established by the NGVD, is the appropriate standard:

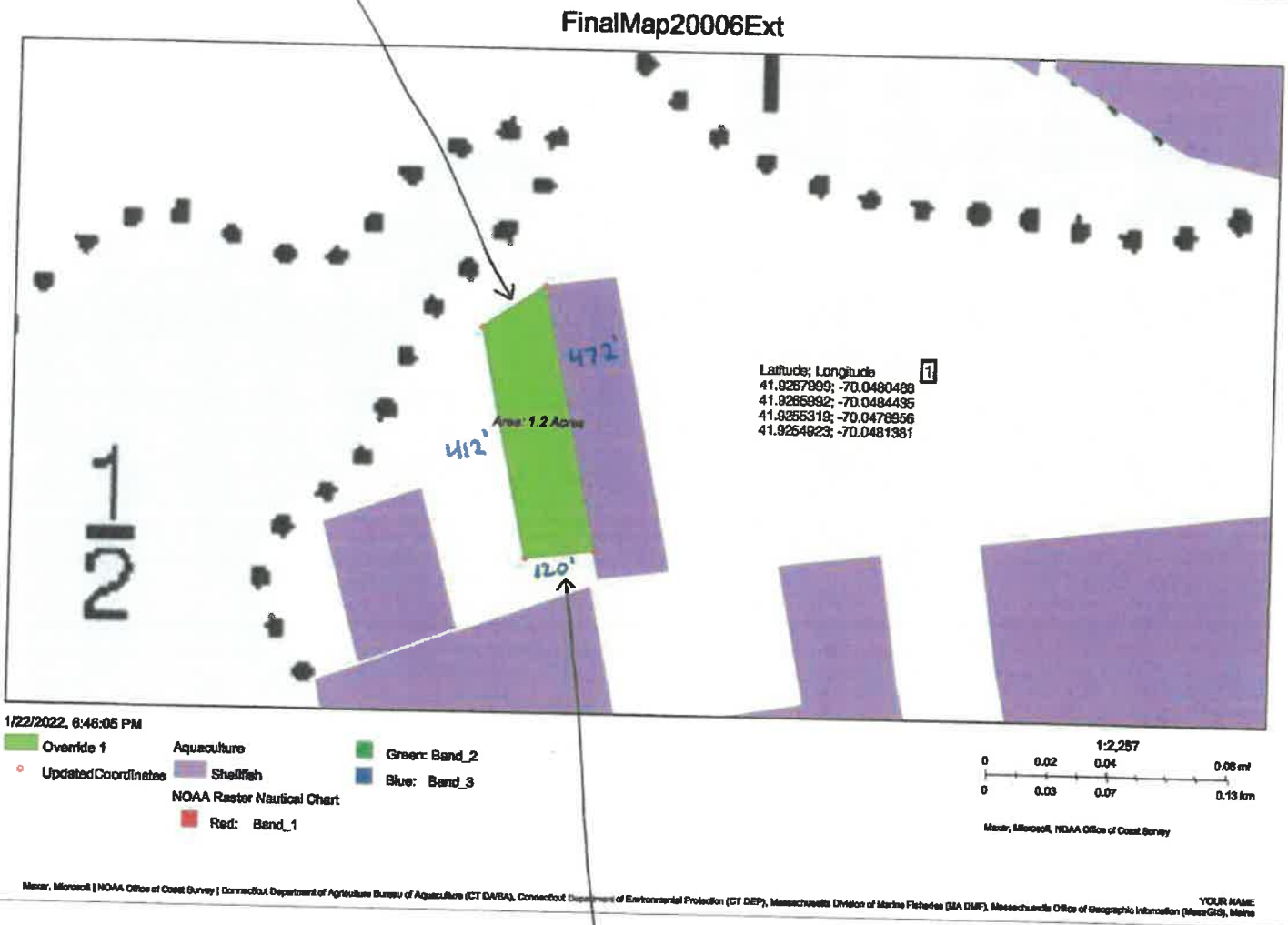
"For purposes of setting boundaries, the greatest need is certainty. The best way to establish a clear line which will be: (a) respected by the parties (because it is based on objective data), and (b) easiest to enforce (because its results are repeatable), is to use the Mean High Water Elevation and Mean Low Water Elevation lines, placed according to NGVD data . . . . While I am not aware of any appellate court decision that has yet adopted this standard, I believe it is the standard that those courts will adopt when it is presented to them."

Houghton v. Johnson, 14 Mass. Land Court Rptr. at 447 (Land Court No. 308323 [KCL]) (footnote omitted). [Note 26]

Page 390

In sum, the certainty provided by the NGVD is as desirable for the landowner as for the navigator. Mean water level is a commonly employed reference and is the basis for datum printed on nautical charts issued by the National Oceanic and Atmospheric Administration. [Note 27] By contrast, use of the much more subjective "usual causes and conditions" advocated by the Spillanes provides little predictive value, and creates the need for case-by-case adjudication. The judge properly exercised her discretion in her use of the NGVD mean low water datum as the "low water mark," hence the seaward boundary of the flats. [Note 28]

~~CONFIDENTIAL~~  
 FOR REFERENCE ONLY: ORIGINAL SUBMISSION - changed with  
 \*NOT CURRENT REQUEST\* input of HarborMaster  
 Configuration chosen to avoid being too close to channel.



Configuration chosen to allow ample access area for other farmers.

# AQUACULTURE DESCRIPTION FORM

Clear Fields

Name: Last Sirucek First Nicholas M.I. F

Business Name (optional): \_\_\_\_\_

Mailing Address PO BOX 1092

City/Town Wellfleet State MA ZipCode 02667

Telephone 508-246-2004 Cell Phone 508-246-2004

E-Mail Address NSirucek@outlook.com

## A. SITE DESCRIPTION

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

City/Town: Wellfleet

Shellfish Growing Area (SGA): MA CCB11

# of Acres: 1

Site boundaries defined by latitude and longitude in decimal degrees (i.e. 42.36115°, -71.057083°):  
41.92607;-70.0478458, 41.925978;-70.0485721, 41.9255051;-70.0476888,  
41.9254096;-70.0484238

Have you conducted a survey of the site (Y/N)? No  Date? \_\_\_\_\_

Method of Survey:

Average Depth at Mean Low Tide (MLW): 0

Mean High Tide (MHW): \_\_\_\_\_

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

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

Sand

---

Is eelgrass currently present on or within twenty-five (25) ft. of the proposed site<sup>1</sup> (Y/N)? No

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

Are there shellfish currently on the site (Y/N)? UK

If yes what species and approximate densities?

---

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

Yes

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

Yes

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

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

No

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

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

This location was selected as it is abutting, and will be an extension of, my current licensed site. It is in an area where there are already multiple other existing aquaculture sites. It appears to be unproductive.

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

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

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

**B. SPECIES TO BE CULTURED**

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

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

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

If yes, explain.

**C. GEAR**

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

On- bottom       Off- bottom submerged       Off- bottom floating

Describe the type of gear to be utilized for each species to be cultured, include dimensions (Cages, Racks, Trays, Bags, Nets, Floating): ***Depending on the gear type used, the project may require additional permitting by the Massachusetts Department of Environmental Protection (MassDEP). Consult with your Harbormaster, and if needed, with the MassDEP Waterways Program.***

Oysters - growing in potwire cages, trays, and in rack-and-bag system.

Clams - field-planted under predator netting and secured down with steel. <sup>will</sup> ~~May~~ use clam nursery trays in the future.

---

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

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

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

Please describe your bird deterrence plan:

---

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

Oysters are harvested by hand and clams by bull-rake.

---

How will the proposed license site be marked? (Buoy color, Type, Lines, Anchor)

Marked yellow bouys on the four corners on 20-30' of sinking line.

---



How will you access the license site?

The site will be accessed by foot or boat. Truck access is legally permitted on tides -1ft or greater, but will not be used unless there is an emergency.

---

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

Vehicle: Make: Nissan Model: Titan XD

Boat: Make: Carolina Skiff Model: 16DLX

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

None planned

---

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

seasonal operation

Please include any additional information here:

Gear and bagged product is . . . pulled in the winter.

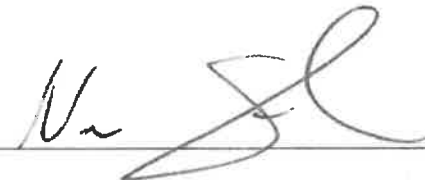
---

#### D. CUMULATIVE IMPACTS

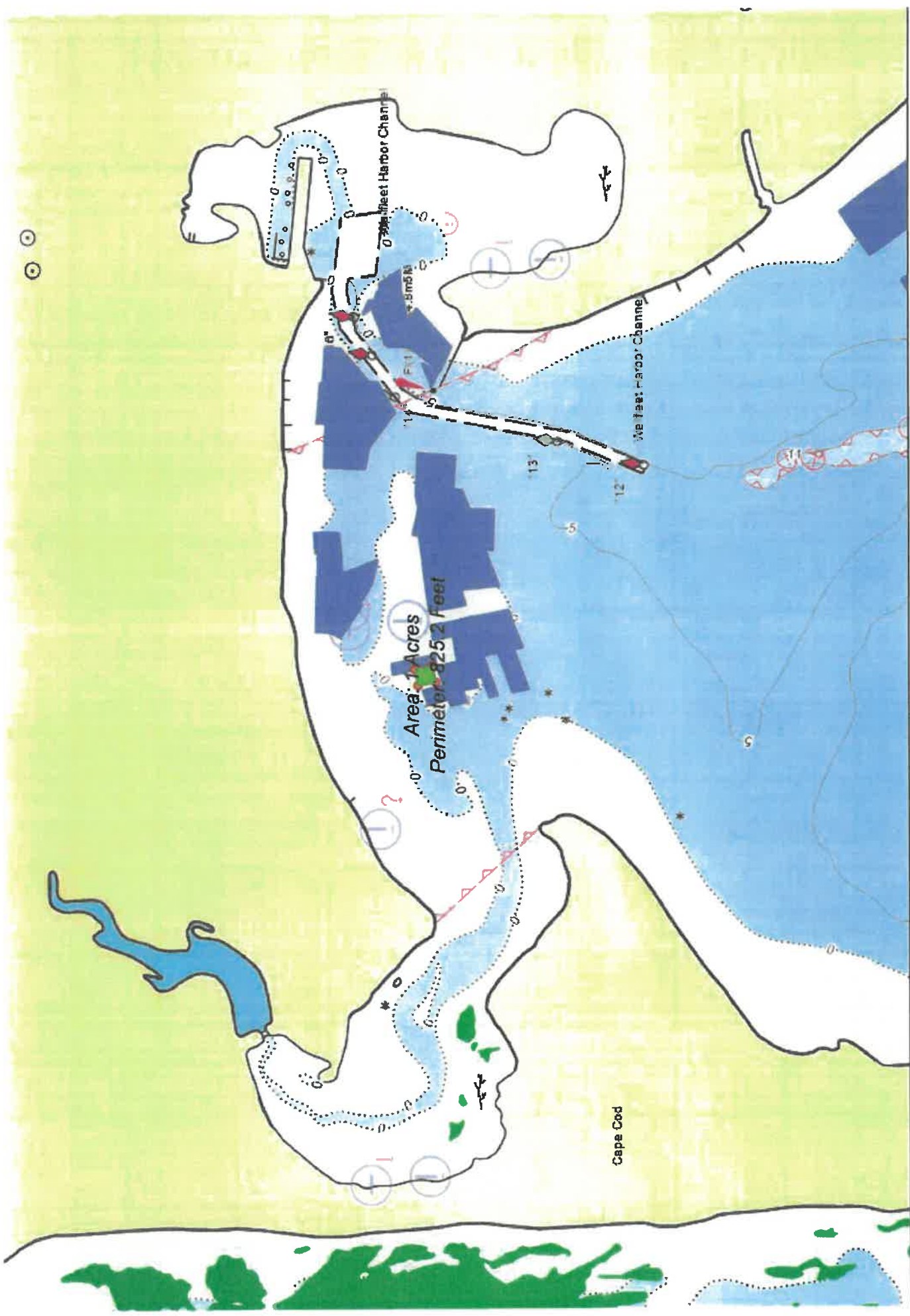
After voting to grant the site license at a duly advertised public hearing (M.G.L. c.130 §60), the Select Board of the municipality must submit a request for site certification to the Division of Marine Fisheries (DMF). A site inspection that may include a site survey will be performed by DMF. If DMF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

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

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

Signature of Applicant  Date 12/9/2022

Division of Marine Fisheries  
ATTN: Aquaculture Coordinator  
706 South Rodney French Boulevard  
New Bedford, MA 02744  
Phone: (508) 742-9766

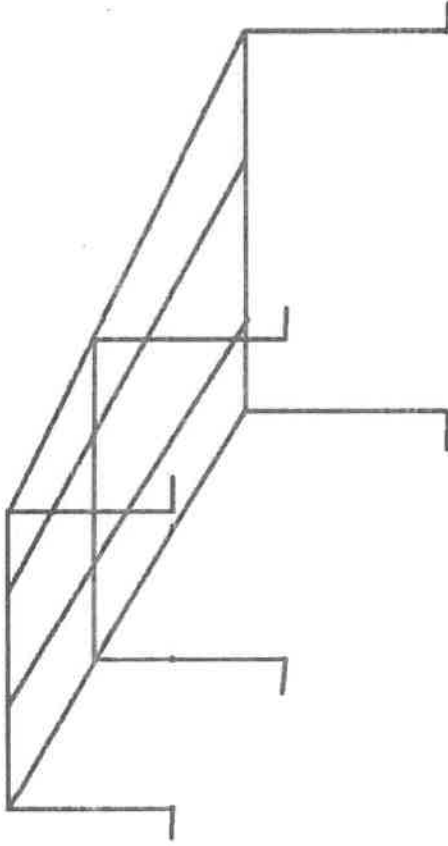


aculture

0 1,000

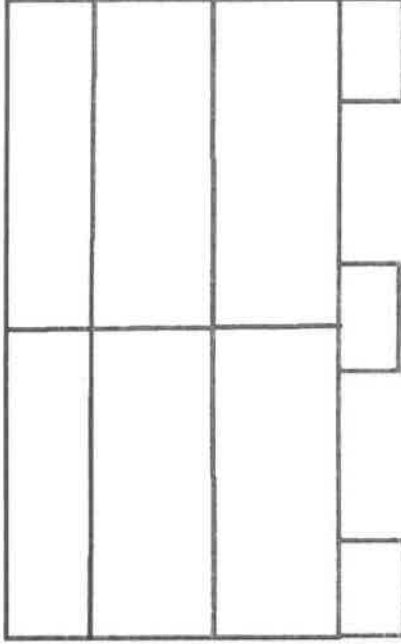
**Steel Oyster Rack**

**18" H x 32" W x 80" L**



**Potwire Oyster Cage**

**20" H x 42" W x 40" L**



NICK SIRUCEK

TOWN OF WELFLEET SHELLFISH DEPARTMENT  
CHECK LIST FOR AQUACULTURE LEASE APPLICANT

Applicant is a domiciled resident of Wellfleet, as that is defined in Section 1 of our regulations.

Applicant is 18 years of age or older.

Approval of this application will not result in the applicant having more than 7 acres leased to them for aquaculture within the Town's waters.

N/A  All other licensees named to the grant have given written approval for the applicant to be included on their lease. If a corporation is the current lease holder, all persons who are members of the corporation must submit their written approval.

N/A  At this time, there are no more than three lease holders named to the lease.

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

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

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

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

*He is a current grant holder, # 2000-6.*

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

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

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

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

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

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

## FROM WELLFLEET SHELLFISH POLICY AND REGULATIONS

### SECTION 1: DEFINITIONS

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

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

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

### **7.8. Issuance of Licenses for Aquaculture**

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

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

December 8, 2022

Dear Members of the Selectboard and Constable Civetta,

Please consider this as a letter of endorsement in support of Nick Sirucek's application for an extension of our Grant 2000-6. Nick worked for me since 2013 as a highly responsible and outstanding employee. Nick has been operating his own shellfish grant since being named on our Grant 2000-6 in 2016. Nick is a dedicated shellfisherman who uses best practices on his grant and grows a great oyster while positively impacting the harbor ecosystem. The proposed map is well designed and reflects a thoughtful plan to respectfully share the multiple uses of our harbor.

Please contact me if I can elaborate upon my enthusiastic support of Nick's extension request.

Sincerely,

Jim O'Connell


To: Wellfleet Selectboard

From: Nicholas Sirucek

Date: 1/26/22

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

Sincerely,

A handwritten signature in black ink, appearing to read "Nicholas Sirucek". The signature is written in a cursive style with a large, looped initial "N".





# Wellfleet Shellfish Department



300 Main Street, Wellfleet, Massachusetts 02667

## MEMORANDUM

DATE: November 9, 2022  
TO: Town of Wellfleet Selectboard Members  
RE: Egg Island grant extension public hearing continuation

---

Dear Selectboard members:

Nick Sirucek requested a public hearing for the Selectboard to consider approving an extension to his grant license #2000-6 on Egg Island.

When we conducted a site visit there with the Harbormaster, the Harbormaster had concerns for boaters. We met in our office yesterday and Nick agreed to try another configuration for this grant extension, incorporating the Harbormaster's feedback.

In addition, the Shellfish Department is confused about this regulation regarding grants on Egg Island:

Section 7.4. Location of Areas Licensed for Aquaculture (Grants)

Grants may be located in the following areas:

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

We have scheduled this to be discussed at the next Shellfish Advisory Board (SAB) meeting, which was supposed to take place on November 14, before your November 15 meeting. However, the media consultant is not able to accommodate an in-person meeting that day, so the SAB meeting is being postponed. The Shellfish Department would rather be able to conduct some more research into the regulations and take part in an SAB discussion before we bring this public hearing in front of the Selectboard for action.

We respectfully request – and Nick Sirucek agrees with this request – that you vote to continue this public hearing until December 20, 2022.

Thank you,

Nancy Civetta  
Shellfish Constable

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

Phone (508) 349-0325

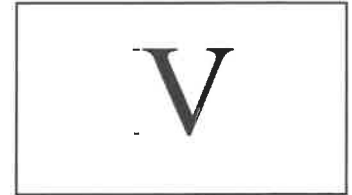


Fax (508) 349-0305



# SELECTBOARD

AGENDA ACTION REQUEST  
Meeting Date: December 20, 2022



## PUBLIC HEARINGS

~ B ~

<b>REQUESTED BY:</b>	<b>Shellfish Advisory Board</b> <b>Shellfish Constable ~ Nancy Civetta &amp;</b> <b>(Vote on November 3, 2022: 6 yes, 0 no, 1 abstention)</b>
<b>DESIRED ACTION:</b>	<b>Continuation of public hearing to adopt the Massachusetts Division of Marine Fisheries annual report and propagation permit application as the required Town annual Report</b>
<b>PROPOSED MOTION:</b>	<b>In the Town of Wellfleet Shellfishing Policy and Regulations, I move to add the following sentence to definitions, Annual Report: “The annual report submitted to the Tow shall be comprised of the Mass Division of Marine Fisheries Private Shellfish Propagation/Aquaculture Annual Report and Propagation Permit Renewal”.</b>
<b>SUMMARY:</b>	
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____

TOWN OF WELLFLEET  
PUBLIC HEARING

In accordance with MGL Chapter 130 Sections 52, 57, 60, and 65 and all applicable Town Shellfish Regulations, notice is hereby given that the Wellfleet Selectboard will hold a hybrid public hearing on Tuesday, December 6, 2022 at 7:00 p.m. to consider the following additions to the Town of Wellfleet's Shellfishing Policy and Regulations:

- 1) Definitions, Annual Report: "The annual report submitted to the Town shall be comprised of the Mass. Division of Marine Fisheries Private Shellfish Propagation/Aquaculture Annual Report and Propagation Permit Renewal." AND Section 7.8.3 Renewal of Aquaculture Licenses: "A business plan for the term of the lease renewal shall be provided with the renewal application." Shellfish Advisory Board voted to recommend these additions at its Nov. 3, 2022 meeting: 6 Yes, 0 No, 1 Abstention.
- 2) To bring Section 7.22 Hydraulic Harvesting of Shellfish from Grant Areas into accordance with state law (see **bold**): "Any individual so ordered shall have the right to appeal the Constable's decision to the Selectboard, at their first scheduled public meeting after the service of such order, **once duly advertised as a public hearing**." Shellfish Advisory Board voted to recommend this addition Nov. 3, 2022 meeting: 6 Yes, 0 No, 1 Abstention.

Recommendation of the Shellfish Constable will be available in the 12/06/2022 Selectboard's packet.

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

In Person: 715 Old King's Highway, Wellfleet (Adult Community Center)

WELLFLEET SELECTBOARD

December 15, 2022

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

BY ELECTRONIC MAIL (Richard.waldo@wellfleet-ma.gov)  
AND FIRST CLASS MAIL

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

Re: Wellfleet – In Person Public Records Examination

Dear Mr. Waldo:

You have asked for an opinion regarding the appropriate process if a records requestor seeks to physically inspect the Town's records under the public records law. The right of access regulations provides that, "as an alternative to obtaining copies of records from a records access officer, a requester shall be permitted, to the extent feasible, and at reasonable times ... [to] 1. view and inspect records; or 2. use a personal device such as a camera or portable scanner to copy records." 950 CMR 32.07(1)(b) (emphasis added). The mandatory language in the use of the word "shall" suggests that, if it is feasible, a requestor must be permitted to physically inspect records.

The regulations are silent on the redaction processes necessary for a physical inspection of records if there is confidential information contained within the records that must be redacted, but this would factor into the "feasibility" and the "reasonable time" period for the requestor to view the records. If there are significant redactions that must be made as required by law, you might determine that it is not feasible for a physical inspection to be made (as an alternative to just getting redacted copies of records) or might suggest a reasonable time for the requestor to come in to do so, after you have had sufficient time to review and redact the records where required by law.

If there is confidential information that must be redacted prior to an inspection of the records pursuant to Exemption (a) to the Public Records Law, copies of the records should be made and those copies should be redacted prior to permitting a physical inspection of the record. Information that must be redacted includes, for example, any "personal information" which is defined as a resident's first and last name in combination with 1) their social security number; 2) driver's license number or state-issued ID card; and 3) financial account numbers. G.L. c. 93H, § 1. A list of other Exemption (a) statutes is contained in the Secretary's Guide to the Public Records Law, at page 7, <https://www.sec.state.ma.us/pre/prepdf/guide.pdf>. The statute relative to the confidentiality of statistical information for marine fish industries, G.L. c. 130, § 21, applies only to the director of the Division of Marine Fisheries and does not expressly apply to a municipality who holds that same information. If the Town holds this information as a copy of information that was submitted to the



Mr. Richard J. Waldo  
Town Administrator  
December 15, 2022  
Page 2

Division in connection with a grant or permit, it is my opinion that, consistent with the intent of confidentiality underlying the statute, it should also be redacted by the Town. See G.L. c. 130, § 21 (this information “shall be held strictly confidential by the director” (emphasis added)). This area of law, however, is undeveloped and it is therefore unclear how the Supervisor of Records would rule on an appeal of the redaction of such information. Still, if information held by the director of the Division of Marine Fisheries must be kept confidential, it logically follows that if the Town has the same or similar information, it should likewise be kept confidential and redacted.

Please contact me if you have any further questions.

Thank you.

Very truly yours,

A handwritten signature in blue ink, appearing to read 'Carolyn M. Murray'. The signature is fluid and cursive, with a large initial 'C' and 'M'.

Carolyn M. Murray

CMM/dmm  
cc: Select Board

841850/WELL/0001



# Wellfleet Shellfish Department



300 Main Street, Wellfleet, Massachusetts 02667

## MEMORANDUM

DATE: December 13, 2022

TO: Town of Wellfleet Selectboard Members

RE: Regulation change for grant license holders to eliminate redundancy in reporting

Dear Selectboard members:

Shellfish farmers complained to us about the redundancy of the town's annual report paperwork. It was suggested that we accept their state annual report and propagation permit applications as the town annual report and next year's business plan. I thought this made sense, especially since the information the town collects is included in the state paperwork, and no one likes redundancy. Proposed revisions in bold:

### DEFINITIONS

Annual Report - A report that must be submitted to the Town every year before February 28th which includes the total number of each kind of shellfish planted, produced or marketed during the preceding year upon or from a licensed aquaculture area, and an estimate of the total number of each kind of shellfish at the time of such report, planted or growing thereon (MGL Chapter 130; Section 65). **Beginning on December 20, 2022, the annual report submitted to the Town shall be the comprised of the Mass. Division of Marine Fisheries Private Shellfish Propagation/Aquaculture Annual Report and Propagation Permit Renewal.**

We are waiting for a formal guidance document from Town Counsel regarding the Town's responsibility to redact annual report information that could be used to deduce someone's income or financials of its operations per Mass. General Law. Our understanding is that it doesn't matter what form we use, this type of information needs to be redacted when shared with the public, no matter whose form we use. Town Counsel had provided us with guidance via email, and at its public hearing on Dec. 6, 2022, the Selectboard directed the Town Administrator to get a formal opinion from them, which we are currently awaiting. Town Administration will share it with you upon receipt.

I have attached copies of each annual report here for your reference. Shellfish Advisory Board voted to recommend this regulation addition at its Nov. 3, 2022, meeting: 6 Yes, 0 No, 1 Abstention. **I support good ideas that come from our shellfishing community and encourage you to approve this change now so that we can communicate with shellfishermen in time for the February 28, 2023 due date.**

Thank you,

Nancy Civetta, Shellfish Constable

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

Phone (508) 349-0325



Fax (508) 349-0305



2022 PRIVATE SHELLFISH PROPAGATION/AQUACULTURE ANNUAL REPORT

A. Did you obtain/purchase seed shellfish in 2022, Yes \_\_\_\_\_ No \_\_\_\_\_? If so, complete the table below. If you placed seed on an intermediate grow-out site (upweller, field nursery) prior to transplant to the final harvest site, list the movement from the hatchery to the nursery site, and list subsequent movements from your nursery site to the final planting site in section B.

Species*	Size When Obtained	Date Obtained	Quantity Obtained	Source and Location where Shellfish Originated (include specific location if source has multiple sites).	1 <sup>st</sup> Planting Location

\*Oyster-O, Quahog-Q, Surf Clam-SC, Soft Shell Clam-SSC, Razor Clam-RC, Blood Clam-BC, Bay Scallop-BS, Blue Mussel-BM

B. Did you transplant shellfish between licensed sites, Yes \_\_\_\_\_ No \_\_\_\_\_? (this includes transplants between your intermediate grow-out site(s) and your licensed harvest site(s), and between licensed harvest sites in different DSGAs (use separate piece of paper if needed).

Species*	Size when Transplanted	Transplant Date	Amount Transplanted	Site Transplanted From (Town Site #, DSGA)	Site Transplanted To (Town Site #, DSGA)

\*Oyster-O, Quahog-Q, Surf Clam-SC, Soft Shell Clam-SSC, Razor Clam-RC, Blood Clam-BC, Bay Scallop-BS, Blue Mussel-BM

C. Do you share your site, If yes, provide the following information (use separate piece of paper if needed).

Name of Individual	Phone #	Town Site #(s) they use	Are they propagation permit holders?

D. Did you have employees or partners who removed shellfish from your license site(s) for any of the following three reasons; #1. For sale to a wholesale dealer #2. To cull shellfish at any approved off-site location #3. For overwintering purposes at an approved location? Yes \_\_\_ No \_\_\_ If yes, provide the following information (use separate piece of paper if needed).

Name of Individual	Phone #	Grant Site #(s) they work	Are they propagation permit holders?	Do they have an employee transaction card?

E. What gear types did you use in 2022?

On- bottom \_\_\_\_\_ Off- bottom \_\_\_\_\_

Describe gear:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

If floating gear was used, what method of bird deterrence did you employ and how effective was that method?

\_\_\_\_\_

\_\_\_\_\_

F. What methods are used to harvest shellfish from your area?

Describe methods \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_





**Cultured product used for personal consumption:**

Species	Quantity

**I. Please list any problems you experienced on your site(s) in 2022 (i.e. mortality, poor growth, predation, theft, other).**

---



---



---



---

**J. If you did not harvest any shellfish in 2022 please explain.**

---



---

**K. Have you returned your *Vibrio* Logbook to DMF? Yes \_\_\_ No \_\_\_**

**L. What shellfish products do you currently possess on your grow-out, nursery, and/or overwintering sites?**

Town- issued license #	Species	Seed Size (year class) or Market-Sized	Quantity

\*Oyster-O, Quahog-Q, Surf Clam-SC, Soft Shell Clam-SSC, Razor Clam-RC, Blood Clam-BC, Bay Scallop-BS, Blue Mussel-BM

**M. Any additional comments:**

---



---



---



---

**ALL INFORMATION FURNISHED ON THIS FORM IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.**

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

**2022 ANNUAL REPORTS ARE DUE TO DMF BY FEBRUARY 28, 2023. PROPAGATION PERMIT RENEWAL APPLICATIONS WILL NOT BE PROCESSED IF YOUR PRIOR YEAR ANNUAL REPORT IS NOT SUBMITTED. INCOMPLETE APPLICATIONS WILL BE RETURNED.**

**Division of Marine Fisheries  
706 South Rodney French Blvd.  
New Bedford, MA. 02744  
Attn: Aquaculture  
Telephone Inquiries: 508-742-9766**

TOWN OF WELLFLEET  
Annual Report of Shellfish Activity

\_\_\_\_\_  
Grant License Location

\_\_\_\_\_  
Name(s)

\_\_\_\_\_  
Grant number

\_\_\_\_\_  
Address

\_\_\_\_\_  
Number of Acres

\_\_\_\_\_  
Phone number

\_\_\_\_\_  
Propagation Permit number

\_\_\_\_\_  
E-mail address

**A. Oysters**

1. Number (amount) of seed planted (pieces)

\_\_\_\_\_

2. Source of seed

\_\_\_\_\_

a. Local wild stock (list where, e.g. Chipman's or on grant)

\_\_\_\_\_

\_\_\_\_\_

b. Imported wild stock

\_\_\_\_\_

c. Hatchery stock (list each hatchery first, then amounts on following line)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

3. Number of mature shellfish removed (pieces)

\_\_\_\_\_

4. Value of shellfish removed (optional)

\_\_\_\_\_

5. Number of shellfish remaining on bed (pieces)

\_\_\_\_\_

6. Estimated value of shellfish remaining on bed (optional)

\_\_\_\_\_

**B. Quahogs**

1. Number (amount) of seed planted (pieces)

---

2. Source of seed

---

c. Hatchery stock (list each hatchery first, then amounts on following line)

---

---

---

---

3. Number of mature shellfish removed (pieces)

---

4. Value of shellfish removed (optional)

---

5. Number of shellfish remaining on bed (pieces)

---

6. Estimated value of shellfish remaining on bed (optional)

---

**C. Other**

1. Type

---

2. Number of pieces removed

---

3. Value (optional)

---



FIVE-YEAR PLAN

*(Each license holder should specify his/her own plan if grant areas are worked independently.)*

Grant # \_\_\_\_\_

Name(s) \_\_\_\_\_

\_\_\_\_\_

Acres \_\_\_\_\_

Location \_\_\_\_\_

I. Types and amounts of shellfish to be raised

II. Seed sources (Specify hatcheries, wild spat collecting and where, etc. for each type of shellfish)

III. Equipment to be used (Specify for each type of shellfish. Please highlight any new gear investments.)

IV. Infrastructure employed off-site and where located (pits/storage containers/refrigerated units, culling facilities, ice machine, etc.)

V. Means of access



## SELECTBOARD

AGENDA ACTION REQUEST  
Meeting Date: December 20, 2022

V

### PUBLIC HEARINGS

~ C ~

<b>REQUESTED BY:</b>	Nancy Civetta ~ Shellfish Constable
<b>DESIRED ACTION:</b>	To approve the transfer of grant license #85-D, 85D-A, and 85D-AB
<b>PROPOSED MOTION:</b>  <b>SUMMARY:</b>	I move to transfer grant licenses #85-D, #85D-A, and #85D-AB totaling five acres on Indian Neck from Indian Neck Sea Farms, Inc from Carol Mindrebo, president, Todd Mindrebo, Treasurer/Secretary to Todd Mindrebo and Carol Mindrebo
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition (s):
<b>VOTED:</b>	



TOWN OF WELLFLEET

PUBLIC HEARING

In accordance with MGL Chapter 130 Sections 52, 53, 57, 58, 60, 68 and 80 and all applicable Town Shellfish Regulations, notice is hereby given that the Wellfleet Selectboard will hold a hybrid public hearing on December 20, 2022, at 7:00 p.m. to consider the following:

Application dated 11/18/2022 for the transfer of shellfish grant licenses #85-D, #85D-A and #85D-AB totaling five acres on Indian Neck from Indian Neck Sea Farms, Inc. (Wellfleet), Carol Mindrebo, President, Todd Mindrebo, Treasurer/Secretary to Todd Mindrebo (Wellfleet) and Carol Mindebro (Wellfleet);

Application received 11/22/2022 for the transfer of shellfish grant license #2010-01 equal to .2 acres inside the Indian Neck breakwater from Edward Tesson (Wellfleet) to Edward Tesson and Ronald Butilier (Wellfleet);

Increasing the cost of all recreational shellfishing permit fees by \$10.00; Shellfish Advisory Board voted to recommend this increase at its Nov. 29, 2022 meeting by a vote of 5 Yes, 1 No;

Requiring each grant license holder to purchase a Town of Wellfleet commercial shellfishing permit annually or pay another type of annual fee; Shellfish Advisory Board will make a recommendation on this at its Dec. 19, 2022 meeting.

Recommendation of the Shellfish Constable will be available in the December 20, 2022, Selectboard's packet.

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

**Join Zoom Meeting**

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

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

WELLFLEET SELECTBOARD



## Wellfleet Shellfish Department



300 Main Street, Wellfleet, Massachusetts 02667

November 18, 2022

To: Wellfleet Selectboard  
From: Nancy Civetta, Shellfish Constable  
Re: Recommendation for Grant Transfers

I received an application on November 18, 2022, to transfer shellfish grant licenses #85-D, #85D-A and #85D-AB totaling five acres on Indian Neck from Indian Neck Sea Farms, Inc. (Wellfleet), Carol Mindrebo, President, Todd Mindrebo, Treasurer/Secretary to Todd Mindrebo (Wellfleet) and Carol Mindebro (Wellfleet).

I recommend that grant #85-D, #85D-A and #85D-AB be changed from Indian Neck Sea Farms, Inc. to Todd Mindrebo and Carol Mindebro

Attached please find the transfer application attached.

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: 11.18.2022

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

I/We hereby request transfer of Shellfish Grant License # 85-D, 85D-A, 85D-AB

From INDIAN NECK SEA FARMS, INC

To TODD E. MINDREBO AND CAROL A. MINDREBO

Said grant license is located at INDIAN NECK, in Wellfleet, MA

and consisting of A TOTAL OF FIVE (5) acres, as shown on a plan prepared

by ALBERT NICKERSON + SMADE ASSOCIATES and dated 10/1/1985, 11/1/1989, 9/29/2000

*Todd E Mindrebo*

Signature

*TODD E. MINDREBO*

Name WELLFLEET, MA

P.O. BOX 1102

Mailing Address

02667

Telephone

T.MINDREBO@AUL.COM

Email

Signature

*Carol A Mindrebo*

Name

Carol A Mindrebo

Mailing Address

PO Box 1102

Telephone

Email

Signature

Wellfleet MA 02667

Telephone

508 776-5141

Email

T.MINDREBO@AUL.COM



## SELECTBOARD

AGENDA ACTION REQUEST  
Meeting Date: December 20, 2022

V

### PUBLIC HEARINGS

~ D ~

<b>REQUESTED BY:</b>	<b>Nancy Civetta ~ Shellfish Constable</b>
<b>DESIRED ACTION:</b>	<b>To approve the transfer of grant license #2010-01</b>
<b>PROPOSED MOTION:</b>  <b>SUMMARY:</b>	<b>I move to transfer grant license #2010-01 totaling 0.2 acres inside the Indian Neck breakwater from Edward Tesson to Edward Tesson and Ronald Butilier.</b>
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition (s):
<b>VOTED:</b>	

TOWN OF WELFLEET

PUBLIC HEARING

In accordance with MGL Chapter 130 Sections 52, 53, 57, 58, 60, 68 and 80 and all applicable Town Shellfish Regulations, notice is hereby given that the Wellfleet Selectboard will hold a hybrid public hearing on December 20, 2022, at 7:00 p.m. to consider the following:

Application dated 11/18/2022 for the transfer of shellfish grant licenses #85-D, #85D-A and #85D-AB totaling five acres on Indian Neck from Indian Neck Sea Farms, Inc. (Wellfleet), Carol Mindrebo, President, Todd Mindrebo, Treasurer/Secretary to Todd Mindrebo (Wellfleet) and Carol Mindebro (Wellfleet);

Application received 11/22/2022 for the transfer of shellfish grant license #2010-01 equal to .2 acres inside the Indian Neck breakwater from Edward Tesson (Wellfleet) to Edward Tesson and Ronald Butilier (Wellfleet);

Increasing the cost of all recreational shellfishing permit fees by \$10.00; Shellfish Advisory Board voted to recommend this increase at its Nov. 29, 2022 meeting by a vote of 5 Yes, 1 No;

Requiring each grant license holder to purchase a Town of Wellfleet commercial shellfishing permit annually; Shellfish Advisory Board will make a recommendation on this at its Dec. 19, 2022 meeting.

Recommendation of the Shellfish Constable will be available in the December 20, 2022, Selectboard's packet.

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

**Join Zoom Meeting**

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

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

WELFLEET SELECTBOARD



# Wellfleet Shellfish Department



300 Main Street, Wellfleet, Massachusetts 02667

December 1, 2022

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

---

Dear Selectboard members:

I received an application dated 11/22/2022 for the transfer of shellfish grant license #2010-01 consisting of 0.2 acres inside the Indian Neck breakwater from Edward Tesson (Wellfleet, MA) to Edward Tesson and Ronald Butilier (Wellfleet, MA).

Ron Butilier is already named to another grant on Egg Island in Wellfleet and adding his name to this grant will not put him over the maximum of seven acres. You will find here attached the required paperwork to document his eligibility.

I reviewed the annual grant reports for #2010-01 and compared them with the grant inspections we conducted to ensure this grant was meeting minimum production requirements. It is.

I reviewed both of their state propagation permits with the Mass. Division of Marine Fisheries and confirmed that they are in good standing.

I recommend that shellfish grant license #2010-01 be transferred from Edward Tesson to Edward Tesson and Ronald Butilier.

Attached please find the transfer application and other required documentation.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Nancy Civetta".

Nancy Civetta  
Shellfish Constable



RCID  
11-22-2022

APPLICATION FOR TRANSFER OF SHELLFISH GRANT LICENSE

Date: 10/27/22

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

I/We hereby request transfer of Shellfish Grant License # 2010-01

From Edward Tesson

To Edward Tesson & Ronald Butlier

Said grant license is located at inside Indian Neck breakwater in Wellfleet, MA

and consisting of 1.2 acres, as shown on a plan prepared

by SLADE ASSOCIATES and dated \_\_\_\_\_

[Signature]

Ronald Butlier

Signature

Signature

Signature

Edward Tesson

Ronald Butlier

Name

Name

Name

POB 981 Wellfleet, Ma.

POB 783 Wellfleet MA

Mailing Address

Mailing Address

Mailing Address

508-349-3515

774-722-1347

Telephone

Telephone

Telephone

edtesson@hotmail.com

rbutlier@gmail.com

Email

Email

Email

RONALD BUTLIER  
TOWN OF WELFLEET SHELLFISH DEPARTMENT  
CHECK LIST FOR AQUACULTURE LEASE APPLICANT

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

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

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

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

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

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

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

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

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



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

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

## FROM WELLFLEET SHELLFISH POLICY AND REGULATIONS

### SECTION 1: DEFINITIONS

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

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

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

### **7.8. Issuance of Licenses for Aquaculture**

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

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

To: Wellfleet Selectboard

From: *Ronald Butcher*

Date: *10/27/2022*

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

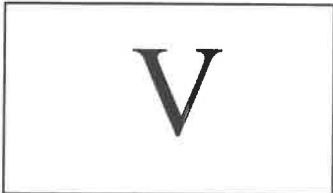
Sincerely,

*Ronald Butcher*



# SELECTBOARD

AGENDA ACTION REQUEST  
Meeting Date: December 20, 2022



## PUBLIC HEARINGS

~ E ~

<b>REQUESTED BY:</b>	Shellfish Advisory Board and Nancy Civetta ~ Shellfish Constable
<b>DESIRED ACTION:</b>	To approve a \$10.00 increase in recreational shellfishing permit fees as of January 1, 2023 (SAB recommended November 29, 2022: yes 6, no 1)
<b>PROPOSED MOTION:</b>	I move to approve a \$10.00 increase to recreational shellfishing permit fees as of January 1, 2023
<b>SUMMARY:</b>	
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition (s):
<b>VOTED:</b>	

TOWN OF WELLFLEET

PUBLIC HEARING

In accordance with MGL Chapter 130 Sections 52, 53, 57, 58, 60, 68 and 80 and all applicable Town Shellfish Regulations, notice is hereby given that the Wellfleet Selectboard will hold a hybrid public hearing on December 20, 2022, at 7:00 p.m. to consider the following:

Application dated 11/18/2022 for the transfer of shellfish grant licenses #85-D, #85D-A and #85D-AB totaling five acres on Indian Neck from Indian Neck Sea Farms, Inc. (Wellfleet), Carol Mindrebo, President, Todd Mindrebo, Treasurer/Secretary to Todd Mindrebo (Wellfleet) and Carol Mindebro (Wellfleet);

Application received 11/22/2022 for the transfer of shellfish grant license #2010-01 equal to .2 acres inside the Indian Neck breakwater from Edward Tesson (Wellfleet) to Edward Tesson and Ronald Butilier (Wellfleet);

Increasing the cost of all recreational shellfishing permit fees by \$10.00; Shellfish Advisory Board voted to recommend this increase at its Nov. 29, 2022 meeting by a vote of 5 Yes, 1 No;

Requiring each grant license holder to purchase a Town of Wellfleet commercial shellfishing permit annually or pay another type of annual fee; Shellfish Advisory Board will make a recommendation on this at its Dec. 19, 2022 meeting.

Recommendation of the Shellfish Constable will be available in the December 20, 2022, Selectboard's packet.

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

**Join Zoom Meeting**

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

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

WELLFLEET SELECTBOARD



# Wellfleet Shellfish Department



300 Main Street, Wellfleet, Massachusetts 02667

Date: December 13, 2022  
To: Selectboard  
From: Nancy Civetta, Shellfish Constable  
Re: Annual Review of Shellfish Fees

Dear Selectboard members,

Each year, the Selectboard asks its advisory boards and departments to review the fees it charges for permits, stickers, services, etc. This year, both the Selectboard and Town Administration for this review and to determine if there might be other ways to increase revenue to the Town (besides raising property taxes).

To that end, here are the current fees for recreational and commercial shellfishing permits. Fees were last increased by \$10 on April 12, 2016, although on September 8, 2020, additions were made to include Mass. veterans and Town of Wellfleet employees at resident level fees for recreational shellfishing permits.

### 5.2.2. Noncommercial Permit Fee Schedule (amended 09/08/2020)

Annual Permits (Jan.1-Dec. 31)	
Resident or Taxpayer	60.00
Resident or Taxpayer over 65 years old	20.00
Nonresident or Nontaxpayer	210.00
Massachusetts Resident Veteran Permit*	60.00
Massachusetts Resident Veteran Permit over 65 years old *	20.00
Town of Wellfleet Employee	60.00
Town of Wellfleet Employee over 65 years old	20.00
Seasonal Noncommercial Permits (June 1 – Sept. 30)	
Resident or Taxpayer	40.00
Non-resident or Non-taxpayer	85.00
Massachusetts Resident Veteran Permit*	40.00
Town of Wellfleet employee	40.00
<b>Replacement Fee (for all categories)</b>	<b>20.00</b>

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

Phone (508) 349-0326

Fax (508) 349-0305



6.1.3. Commercial Permit Fee Schedule (amended 04/12/16)

Resident	\$310.00
Senior Resident (65 years or older)	60.00
Junior Resident (14-16 years old)	110.00
Eel Permit	3.00
Replacement Fee (for all categories)	20.00

In addition, here below is a comparison (as requested by the Selectboard and Town Administration) of shellfishing permit fees in other Cape Cod towns that the Shellfish Department offers for your consideration.

<b><i>TOWN SUMMARIES</i></b>		
<b>TOWN:</b>	<b>Commercial Fee 2022</b>	<b>Recreational Fee 2022</b>
Wellfleet	\$310 comm \$60 SR comm \$110 JR comm \$3 eel	\$60 annual resident or town employee or MA veteran \$20 senior annual resident or town employee or MA veteran \$210 annual nonresident \$40 resident seasonal \$85 seasonal nonresident
Barnstable	\$550 comm \$350 SR comm	\$70 annual resident or seasonal nonresident \$140 annual nonresident
Chatham	\$250 comm \$60 SR comm \$125 JR comm	\$35 resident and MA veteran \$15 senior resident or MA veteran \$100 nonresident
Eastham	\$200 comm \$12 SR comm	\$25 residents \$12 senior residents \$75 nonresident \$30 weekly rec permit
Falmouth	\$300 comm \$150 student comm	\$30 resident \$6 senior \$100 nonresident
Orleans	\$200 Age 16 to 69 \$50 Age 70 and up	\$20 Orleans/Eastham resident \$10 Orleans/Eastham resident Age 65 and over \$70 nonresident

To address the Selectboard and Town Administration's request of considering adding other fees, the Shellfish Department has conducted some research through the Mass. Shellfish Officers Association. Following is a table demonstrating that some towns require aquaculture grant license holders to either pay an additional "Aquaculture Service Fee" or another similarly named fee and/or require them to hold Town commercial shellfishing permits. These fees would be in addition to the license fee of \$25 an acre or portion thereof required of each grant license holder by Mass. General Law, Section 64.

<b>RANK IN ACRES AND FARMERS IN AQUACULTURE</b>	<b>TOWN</b>	<b>Aquaculture License Fee per acre</b>	<b>Aquaculture Permit/Use/Service Fee</b>	<b>Requires Commercial Shellfish Permit (Price)</b>	<b>Acreage in Aquaculture (DMF annual report 2021)</b>	<b>Numbers of Farmers (DMF annual report 2021)</b>
<b>1</b>	Wellfleet	\$25			264.5	94 (actually 107)
<b>2</b>	Barnstable	\$25			158	48
	Bourne	\$25	\$125 (advertising fee)	\$100-\$625	17	6
	Brewster	\$25		\$100	11.5	10
	Chatham	\$25		\$250	7	2
	Dennis	\$25	\$100		32	23
<b>4</b>	Duxbury	\$25	\$100 (application fee)		79.1	31
	Eastham	\$5	\$100		43.6	25
	Edgartown	\$25			20	11
	Falmouth	\$25			54	8
	Gloucester* <i>In development</i>	\$5-\$25 per MGL	<i>Might also add a fee</i>	\$400	8.5	1
	Mashpee* <i>In development</i>	\$25	<i>Might also add a fee</i>	<i>Considering this requirement</i>	19	4
	Mattapoissett	\$200 (via home rule petition)			60	3
	Orleans	\$25		\$200	18.5	14
<b>3</b>	Plymouth	\$25	\$130 (application and advertising fees)		81.5	31

Tisbury	\$25	\$100 (application fee)	3	3
Westport			80	6

The positive thing about any shellfish fees collected is that they can only be used by the Shellfish Department for propagation or for trucks, etc. They can't be used for the General Fund, so when budget time comes, we can take care of our own needs without going to taxpayer funds. This is a net gain for the General Fund.

Another statistic I found from the MADMF 2021 Annual Report is that Wellfleet is number three (#3) in the state for farmed oyster production, with more than 10 million oysters sold at a value of almost \$5.4M. Wellfleet is number one (#1) in the state for farmed clams with close to 3M pieces being sold worth more than \$850,000. Clearly, Wellfleet boasts a successful shellfishing industry!

**SHELLFISH ADVISORY BOARD UPDATE**

**At its meeting on November 29, 2022, Shellfish Advisory Board voted six yes and one no to increase recreational shellfishing permit fees by \$10. The Shellfish Department supports this increase.**

**In addition, they discussed requiring all grant lease holders to purchase a town commercial shellfishing permit (\$60 senior, \$310 regular). Other ideas were discussed but the sentiment was to stay away from initiating other types of fees. They will be taking this up again at their meeting on December 19, 2022, and I will report back on that at your December 20, meeting so you can take it into consideration for your decision-making.**

Here are some rough calculations from 2021:

Grant holders: 136

Less those who held commercial permits: 78

=====

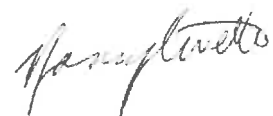
58 x \$60 = \$3,490

58 x \$310 = \$17,980

We could bring in between \$3,500 and \$18,000 in additional revenues should you opt to initiate this requirement.

I look forward to our discussions.

Thank you,



Nancy Civetta, Shellfish Constable





## SELECTBOARD

AGENDA ACTION REQUEST  
Meeting Date: December 20, 2022

V

### PUBLIC HEARINGS

~ F ~

<b>REQUESTED BY:</b>	<b>Shellfish Advisory Board and Nancy Civetta ~ Shellfish Constable</b>
<b>DESIRED ACTION:</b>	<b>To approve requirement that shellfish grant license holders purchase a Wellfleet Commercial Shellfishing permit or other fee.  (shellfish advisory board will make a recommendation December 19, 2022)</b>
<b>PROPOSED MOTION:</b>	<b>I move to approve a \$10.00 increase to recreational shellfishing permit fees as of January 1, 2023</b>
<b>SUMMARY:</b>	
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition (s):
<b>VOTED:</b>	

TOWN OF WELFLEET

PUBLIC HEARING

In accordance with MGL Chapter 130 Sections 52, 53, 57, 58, 60, 68 and 80 and all applicable Town Shellfish Regulations, notice is hereby given that the Wellfleet Selectboard will hold a hybrid public hearing on December 20, 2022, at 7:00 p.m. to consider the following:

Application dated 11/18/2022 for the transfer of shellfish grant licenses #85-D, #85D-A and #85D-AB totaling five acres on Indian Neck from Indian Neck Sea Farms, Inc. (Wellfleet), Carol Mindrebo, President, Todd Mindrebo, Treasurer/Secretary to Todd Mindrebo (Wellfleet) and Carol Mindebro (Wellfleet);

Application received 11/22/2022 for the transfer of shellfish grant license #2010-01 equal to .2 acres inside the Indian Neck breakwater from Edward Tesson (Wellfleet) to Edward Tesson and Ronald Butilier (Wellfleet);

Increasing the cost of all recreational shellfishing permit fees by \$10.00; Shellfish Advisory Board voted to recommend this increase at its Nov. 29, 2022 meeting by a vote of 5 Yes, 1 No;

Requiring each grant license holder to purchase a Town of Wellfleet commercial shellfishing permit annually or pay another type of annual fee; Shellfish Advisory Board will make a recommendation on this at its Dec. 19, 2022 meeting.

Recommendation of the Shellfish Constable will be available in the December 20, 2022, Selectboard's packet.

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

**Join Zoom Meeting**

<https://us02web.zoom.us/j/85689604806?pwd=blplVFFBZzVIQ0xNWkZKMm9iMVdrdz09>

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

WELFLEET SELECTBOARD



# Wellfleet Shellfish Department



300 Main Street, Wellfleet, Massachusetts 02667

Date: December 13, 2022  
 To: Selectboard  
 From: Nancy Civetta, Shellfish Constable  
 Re: Annual Review of Shellfish Fees

Dear Selectboard members,

Each year, the Selectboard asks its advisory boards and departments to review the fees it charges for permits, stickers, services, etc. This year, both the Selectboard and Town Administration for this review and to determine if there might be other ways to increase revenue to the Town (besides raising property taxes).

To that end, here are the current fees for recreational and commercial shellfishing permits. **Fees were last increased by \$10 on April 12, 2016**, although on September 8, 2020, additions were made to include Mass. veterans and Town of Wellfleet employees at resident level fees for recreational shellfishing permits.

### 5.2.2. Noncommercial Permit Fee Schedule (amended 09/08/2020)

Annual Permits (Jan.1-Dec. 31)	
Resident or Taxpayer	60.00
Resident or Taxpayer over 65 years old	20.00
Nonresident or Nontaxpayer	210.00
Massachusetts Resident Veteran Permit*	60.00
Massachusetts Resident Veteran Permit over 65 years old *	20.00
Town of Wellfleet Employee	60.00
Town of Wellfleet Employee over 65 years old	20.00
Seasonal Noncommercial Permits (June 1 – Sept. 30)	
Resident or Taxpayer	40.00
Non-resident or Non-taxpayer	85.00
Massachusetts Resident Veteran Permit*	40.00
Town of Wellfleet employee	40.00
<b>Replacement Fee (for all categories)</b>	<b>20.00</b>

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

Phone (508) 349-0325

Fax (508) 349-0305



6.1.3. Commercial Permit Fee Schedule (amended 04/12/16)

Resident	\$310.00
Senior Resident (65 years or older)	60.00
Junior Resident (14-16 years old)	110.00
Eel Permit	3.00
Replacement Fee (for all categories)	20.00

In addition, here below is a comparison (as requested by the Selectboard and Town Administration) of shellfishing permit fees in other Cape Cod towns that the Shellfish Department offers for your consideration.

<b><i>TOWN SUMMARIES</i></b>		
<b>TOWN:</b>	<b>Commercial Fee 2022</b>	<b>Recreational Fee 2022</b>
Wellfleet	\$310 comm \$60 SR comm \$110 JR comm \$3 eel	\$60 annual resident or town employee or MA veteran \$20 senior annual resident or town employee or MA veteran \$210 annual nonresident \$40 resident seasonal \$85 seasonal nonresident
Barnstable	\$550 comm \$350 SR comm	\$70 annual resident or seasonal nonresident \$140 annual nonresident
Chatham	\$250 comm \$60 SR comm \$125 JR comm	\$35 resident and MA veteran \$15 senior resident or MA veteran \$100 nonresident
Eastham	\$200 comm \$12 SR comm	\$25 residents \$12 senior residents \$75 nonresident \$30 weekly rec permit
Falmouth	\$300 comm \$150 student comm	\$30 resident \$6 senior \$100 nonresident
Orleans	\$200 Age 16 to 69 \$50 Age 70 and up	\$20 Orleans/Eastham resident \$10 Orleans/Eastham resident Age 65 and over \$70 nonresident

To address the Selectboard and Town Administration’s request of considering adding other fees, the Shellfish Department has conducted some research through the Mass. Shellfish Officers Association. Following is a table demonstrating that some towns require aquaculture grant license holders to either pay an additional “Aquaculture Service Fee” or another similarly named fee and/or require them to hold Town commercial shellfishing permits. These fees would be in addition to the license fee of \$25 an acre or portion thereof required of each grant license holder by Mass. General Law, Section 64.

<b>RANK IN ACRES AND FARMERS IN AQUACULTURE</b>	<b>TOWN</b>	<b>Aquaculture License Fee per acre</b>	<b>Aquaculture Permit/Use/Service Fee</b>	<b>Requires Commercial Shellfish Permit (Price)</b>	<b>Acreage in Aquaculture (DMF annual report 2021)</b>	<b>Numbers of Farmers (DMF annual report 2021)</b>
					264.5	94 (actually 107)
<b>1</b>	Wellfleet	\$25				
<b>2</b>	Barnstable	\$25			158	48
	Bourne	\$25	\$125 (advertising fee)	\$100-\$625	17	6
	Brewster	\$25		\$100	11.5	10
	Chatham	\$25		\$250	7	2
	Dennis	\$25	\$100		32	23
					79.1	31
<b>4</b>	Duxbury	\$25	\$100 (application fee)			
	Eastham	\$5	\$100		43.6	25
	Edgartown	\$25			20	11
	Falmouth	\$25			54	8
	Gloucester* <i>In development</i>	\$5-\$25 per MGL	<i>Might also add a fee</i>	\$400	8.5	1
	Mashpee* <i>In development</i>	\$25	<i>Might also add a fee</i>	<i>Considering this requirement</i>	19	4
	Mattapoissett	\$200 (via home rule petition)			60	3
	Orleans	\$25		\$200	18.5	14
<b>3</b>	Plymouth	\$25	\$130 (application and advertising fees)		81.5	31

Tisbury	\$25	\$100 (application fee)	3	3
Westport			80	6

The positive thing about any shellfish fees collected is that they can only be used by the Shellfish Department for propagation or for trucks, etc. They can't be used for the General Fund, so when budget time comes, we can take care of our own needs without going to taxpayer funds. This is a net gain for the General Fund.

Another statistic I found from the MADMF 2021 Annual Report is that Wellfleet is number three (#3) in the state for farmed oyster production, with more than 10 million oysters sold at a value of almost \$5.4M. Wellfleet is number one (#1) in the state for farmed clams with close to 3M pieces being sold worth more than \$850,000. Clearly, Wellfleet boasts a successful shellfishing industry!

**SHELLFISH ADVISORY BOARD UPDATE**

**At its meeting on November 29, 2022, Shellfish Advisory Board voted six yes and one no to increase recreational shellfishing permit fees by \$10. The Shellfish Department supports this increase.**

**In addition, they discussed requiring all grant lease holders to purchase a town commercial shellfishing permit (\$60 senior, \$310 regular). Other ideas were discussed but the sentiment was to stay away from initiating other types of fees. They will be taking this up again at their meeting on December 19, 2022, and I will report back on that at your December 20, meeting so you can take it into consideration for your decision-making.**

Here are some rough calculations from 2021:

Grant holders: 136

Less those who held commercial permits: 78

=====

58 x \$60 = \$3,490

58 x \$310 = \$17,980

We could bring in between \$3,500 and \$18,000 in additional revenues should you opt to initiate this requirement.

I look forward to our discussions.

Thank you,



Nancy Civetta, Shellfish Constable



## SELECTBOARD

AGENDA ACTION REQUEST  
Meeting Date: December 20, 2022

V

### PUBLIC HEARINGS

~ G ~

<b>REQUESTED BY:</b>	Wellfleet Selectboard
<b>DESIRED ACTION:</b>	To approve new advertising fees for public hearings
<b>PROPOSED MOTION:</b>	A motion 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>	

TOWN OF WELLFLEET

PUBLIC HEARING

The Wellfleet Selectboard will hold a hybrid public hearing on December 20, 2022, at 7:00 p.m. to consider new advertising fees for public hearings before the Selectboard. All residents and interested parties will be permitted to make comments.

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

**Join Zoom Meeting**

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

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

WELLFLEET SELECTBOARD





# TOWN OF WELLFLEET

300 MAIN STREET WELLFLEET MASSACHUSETTS 02667

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

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

December 13, 2022

Dear Selectboard Members:

I have been working alongside Rebecca Roughley, our Assistant Town Administrator and have found through various towns and newspapers that many towns are now currently charging their residents for requesting public hearings.

I have reached out to a number of publications and worked on a fair fee for public hearings, and I am asking the Selectboard to consider Public Hearing Fees of \$175 per hearing. This amount will cover the filing and the newspaper fees.

I appreciate your consideration with this matter and look forward to hearing your suggestions and concerns.

Sincerely,

Rebekah Eldridge

Executive Assistant



## SELECTBOARD

AGENDA ACTION REQUEST  
Meeting Date: December 20, 2022

V

### PUBLIC HEARINGS

~ H ~

<b>REQUESTED BY:</b>	Shellfish Constable ~ Nancy Civetta
<b>DESIRED ACTION:</b>	To conduct a lottery drawing for the previously established grants that have become available – a full list is in the December 20, 2022, selectboard packet.
<b>PROPOSED MOTION:</b>	There will be a lottery drawing at this meeting and if a motion is needed one will be provided at that time.
<b>SUMMARY:</b>	
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition (s):
<b>VOTED:</b>	

TOWN OF WELLFLEET  
PUBLIC LOTTERY NOTICE

ANNOUNCEMENT OF AVAILABILITY OF SHELLFISH AQUACULTURE GRANTS  
LICENSE NUMBERS: 95-15 and 95-16

In accordance with MGL Chapter 130 Sections 52, 57, 58, 59, 60, and 62, Section 7.2. Previously Established Grants that Become Available in the Town of Wellfleet's Shellfishing Policy and Regulations and all other applicable town shellfish regulations, notice is hereby given that the Wellfleet Selectboard will hold a hybrid public meeting on December 20, 2022, at 7:00 p.m. to conduct lotteries for the above-listed shellfish grants. The lottery will be conducted one-by-one in the order listed above (L->R).

The Shellfish Department will have applications printed out and available at their office at the pier. Applications will also be available to download from the Town of Wellfleet website on the Shellfish Dept. webpage. Applications and the required supporting documentation must be delivered to Shellfish Constable Nancy Civetta directly or emailed to [Nancy.civetta@wellfleet-ma.gov](mailto:Nancy.civetta@wellfleet-ma.gov) by the **deadline of Wednesday, December 7, at 8 a.m.** No exceptions will be made.

**Wellfleet Selectboard Public Lottery for Aquaculture Grants: December 20, 2022, 7:00 p.m.**

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

**Join Zoom Meeting**

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

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

WELLFLEET SELECTBOARD



**Roster of Eligible Participants for Lottery Drawing or**

**Shellfish Grant #s 95-15 and 95-16**

**Drawing Date: Tuesday, December 20, 2022 7:00 PM**

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

**Join Zoom Meeting:**

**<https://us02web.zoom.us/j/85689604806?pwd=blplVFFBZzViQ0xNWkZKMm9iMVdrdz09>  
Meeting ID: 856 8960 4806 ~ Passcode: 611877 ~Dial by your location; +1 929 205 6099 US**

- DECON BROOKS
- PRISCILLA COOK
- ZACK DIXON
- ZACHARY DOUCETTE
- KENNETH GRANLUND III
- KAREN JOHNSON
- CHRIS MILEWSKI
- DEVON NUNEZ
- DAMIAN PARKINGTON
- JAY PAWA
- CHRISTOPHER PICKARD
- OLIVIA PICKARD
- SAMUEL PICKARD
- JILL PRAGER
- RAYMOND ROWELL
- EBBEN RYDER-O'MALLEY
- ROSS SCHERMA
- NATHANIAL TESSON
- FRANK TRAVERS

RCVD  
12-6-2022

APPLICATION FOR SHELLFISH GRANT LICENSE #95-15

DATE: 12/4/22

This request is being made under Mass. General Law, Chapter 130, Sections 57 & 59 and the Town of Wellfleet Shellfishing Policy and Regulations 7.2. Previously Established Grants that Become Available.

Name DECON BROOKS

Address 184 Village Lane APT #2 Wellfleet MA. 02667

Telephone \_\_\_\_\_ Cell Phone 508-292-0160

Email brooksymanus@gmail.com

GENERAL INFORMATION

Previous shellfishing experience:

6 years Holbrook

How long have you had a commercial shellfish permit? (list years)

no

How long have you lived in Wellfleet?

10 years

Additional comments:

I love wellfleet & the shellfish department

*By applying for this license and signing below, the applicant agrees to comply with the Town of Wellfleet's Shellfish Policy and Regulations. The applicant also acknowledges that s/he will be held responsible to MGL Ch. 130 and CMR 322, as well as the most recent SEMAC Best Management Practices, DMF's vibrio control plan, National Shellfish Sanitation Program's Guide and DPH's Regulations for Fish and Fishery Products, as they apply to the harvest of shellfish governing his/her business operations.*

[Signature]  
Signature of Applicant

[Signature]  
Shellfish Constable

12-9-2022  
GRANT EXPERIENCE

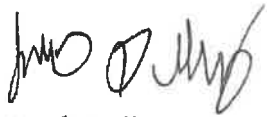
December 6, 2022

Wellfleet Shellfish Dept.  
Wellfleet, Ma 02667

To whom it may concern,

The purpose of this letter is to attest that Decon Brooks has been working with me on my Egg Island grant, in all aspects of Oyster Farming, for 6 years.

Sincerely yours,

A handwritten signature in black ink, appearing to read 'Jacob Dalby', written in a cursive style.

Jacob Dalby

Mass Shellfish ID# 166010

Rcvd 12/6/2022

APPLICATION FOR SHELLFISH GRANT LICENSE #95-15

DATE: 12/6/22

This request is being made under Mass. General Law, Chapter 130, Sections 57 & 59 and the Town of Wellfleet Shellfishing Policy and Regulations 7.2. Previously Established Grants that Become Available.

Name Priscilla Cook

Address 84 Kelley Way, Wellfleet

Telephone 508-349-6417 Cell Phone N/A 508-246-5213

Email Wmcmom@AOL.com p3cook@yahoo.com

GENERAL INFORMATION

Previous shellfishing experience:

All aspects of Planting, Raising, Harvesting, & Processing  
Quahogs on Grants #95-9, 10, 11, 12 / #95-5, 6 / #94-1 / 2000-2

How long have you had a commercial shellfish permit? (list years)

N/A

How long have you lived in Wellfleet?

19 years

Additional comments:

*By applying for this license and signing below, the applicant agrees to comply with the Town of Wellfleet's Shellfish Policy and Regulations. The applicant also acknowledges that s/he will be held responsible to MGL Ch. 130 and CMR 322, as well as the most recent SEMAC Best Management Practices, DMF's vibrio control plan, National Shellfish Sanitation Program's Guide and DPH's Regulations for Fish and Fishery Products, as they apply to the harvest of shellfish governing his/her business operations.*

[Signature]  
Signature of Applicant

[Signature]  
Shellfish Constable

12-10-2022

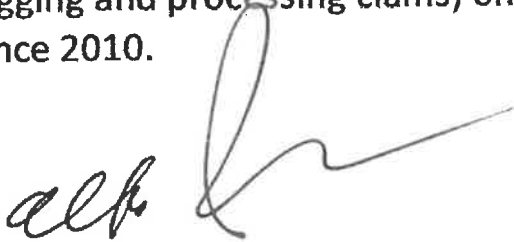
GRANT EXPERIENCE

December 6, 2022

Wellfleet Shellfish Department  
300 Main Street  
Wellfleet, MA 02667

RE: application for grant # 95-15

Please be advised that I have first hand knowledge that PRICILLA COOK has experience in shellfish propagation and aquaculture. She has worked (planting seed, maintaining nets, digging and processing clams) on my grants #95-5 and 95-6 since 2010.

A handwritten signature in black ink, appearing to read 'Alfred J. Pickard', with a long horizontal flourish extending to the right.

Alfred J. Pickard



RCVD  
12-6-2022

APPLICATION FOR SHELLFISH GRANT LICENSE #95-15

DATE: 12-5-2022

This request is being made under Mass. General Law, Chapter 130, Sections 57 & 59 and the Town of Wellfleet Shellfishing Policy and Regulations 7.2. Previously Established Grants that Become Available.

Name ZACKARY DIXON

Address 30 Whereaway Lane

Telephone — Cell Phone 774 722 1788

Email ZackwellFleet@gmail.com

GENERAL INFORMATION

Previous shellfishing experience: 2012-present. All aspects of oyster farming on Eggs Island

How long have you had a commercial shellfish permit? (list years)

2012-2014

How long have you lived in Wellfleet?

51 yrs

Additional comments:

*By applying for this license and signing below, the applicant agrees to comply with the Town of Wellfleet's Shellfish Policy and Regulations. The applicant also acknowledges that s/he will be held responsible to MGL Ch. 130 and CMR 322, as well as the most recent SEMAC Best Management Practices, DMF's vibrio control plan, National Shellfish Sanitation Program's Guide and DPH's Regulations for Fish and Fishery Products, as they apply to the harvest of shellfish governing his/her business operations.*

[Signature]  
Signature of Applicant

[Signature]  
Shellfish Constable

12-4-2022

GRANT EXPERIENCE

December 6, 2022

Wellfleet Shellfish Dept.  
Wellfleet, Ma 02667

To whom it may concern,

The purpose of this letter is to attest that Zackary Dixon has been working with me on my Egg Island grant, in all aspects of Oyster Farming, since 2012.

Sincerely yours,

A handwritten signature in black ink, appearing to read 'Jacob Dalby', with a stylized flourish at the end.

Jacob Dalby

Mass Shellfish ID# 166010

APPLICATION FOR SHELLFISH GRANT LICENSE #95-15

DATE: 11/11/2022

This request is being made under Mass. General Law, Chapter 130, Sections 57 & 59 and the Town of Wellfleet Shellfishing Policy and Regulations 7.2. Previously Established Grants that Become Available.

Name Zachary Doucette

Address 20 Franklin Lane, Wellfleet, MA 02667

Telephone \_\_\_\_\_ Cell Phone (508) 247 - 7544

Email zackdou@comcast.net

GENERAL INFORMATION

Previous shellfishing experience:

I have been picking oysters and digging clams in the wild on and off since 2012. I grew up helping my father on his grant and have been working with Ethan Esty over the past few years putting out oyster cages filled with seed along with Chinese Hats. In 2013 I helped the shellfish department lay net on their grant over beds of clams. I also worked with Keith Rose on the F/V Clamnation in Wellfleet Harbor harvesting various types of shellfish.

How long have you had a commercial shellfish permit? (list years)


9 years

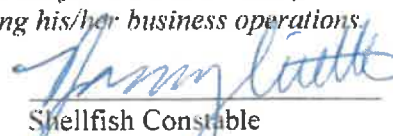
How long have you lived in Wellfleet?

24 years

Additional comments:

*By applying for this license and signing below, the applicant agrees to comply with the Town of Wellfleet's Shellfish Policy and Regulations. The applicant also acknowledges that s/he will be held responsible to MGL Ch. 130 and CMR 322, as well as the most recent SEMAC Best Management Practices, DMF's vibrio control plan, National Shellfish Sanitation Program's Guide and DPH's Regulations for Fish and Fishery Products, as they apply to the harvest of shellfish governing his/her business operations.*

  
\_\_\_\_\_  
Signature of Applicant

  
\_\_\_\_\_  
Shellfish Constable

12-10-2022  
ORANT EXPERIENCE

To the Wellfleet Shellfish Department,

I am writing this letter in support of Zach Doucette applying for a shellfish grant in Wellfleet Harbor. If Zach becomes a Wellfleet grant holder I realize his actions will directly impact all of our livelihoods. He will also become one of my closest grant neighbors which undoubtedly means will have to rely on each other at some point in time. I have confidence in Zach in both of these areas and that is why I support him becoming a shellfish grant holder.

Zach and I first met at the boathouse when he was probably ten years old. I was standing around talking to his dad when we both noticed he was getting a little impatient to start fishing. I joked with him and apologized for holding his dad up and that I was going to just talk for another minute. He looked at me straight faced and calmly said, "Well...OK, if that's what you got to do", sounding more like an old timer than your average ten year old. He turned right around and walked down to the tideline and started looking for oysters, leaving his dad and I so astonished we didn't even start laughing for a few seconds.

Since then, Zach has grown up shellfishing in Wellfleet, which makes him an ideal candidate for this grant lease. Important things like driving a boat in the harbor, handling shellfish for market, and dealing with increment weather on the flats are aspects of shellfishing you can only learn through experience. Since Zach has already done these things for years, I think he will become a successful shellfish farmer.

I would like to hire Zach more often but unfortunately for me he is over-qualified to be a grant laborer. For Zach to continue on in our shellfish industry he needs to farm his own shellfish grant and I am in full support of that.

Dr. Ethan Estey

RCVD 12.1.2022

APPLICATION FOR SHELLFISH GRANT LICENSE #95-15

DATE: 12-1-22

This request is being made under Mass. General Law, Chapter 130, Sections 57 & 59 and the Town of Wellfleet Shellfishing Policy and Regulations 7.2. Previously Established Grants that Become Available.

Name Kenneth Granlund III

Address 50 Bartlett Rd

Telephone \_\_\_\_\_ Cell Phone 508-237-6337

Email KGOYSTER152@gmail.com

GENERAL INFORMATION

Previous shellfishing experience:

PICKINS, BRASING  
Grant work in Blackfish, King Phillip Rd area, and in the harbor

How long have you had a commercial shellfish permit? (list years)

2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022

How long have you lived in Wellfleet?

27 years

Additional comments:

*By applying for this license and signing below, the applicant agrees to comply with the Town of Wellfleet's Shellfish Policy and Regulations. The applicant also acknowledges that s/he will be held responsible to MGL Ch. 130 and CMR 322, as well as the most recent SEMAC Best Management Practices, DMF's vibrio control plan, National Shellfish Sanitation Program's Guide and DPH's Regulations for Fish and Fishery Products, as they apply to the harvest of shellfish governing his/her business operations.*

[Signature]  
Signature of Applicant

[Signature]  
Shellfish Constable

12-9-2022  
WILD HARVESTER

RCVD  
11.8.2022

**APPLICATION FOR SHELLFISH GRANT LICENSE #95-15**

DATE: November 5, 2022

This request is being made under Mass. General Law, Chapter 130, Sections 57 & 59 and the Town of Wellfleet Shellfishing Policy and Regulations 7.2. Previously Established Grants that Become Available.

Name Karen Johnson

Address 365 Chequessett Neck Road

Telephone / Cell Phone 774-268-0169

Email shellfishgrl@gmail.com

GENERAL INFORMATION

**Previous shellfishing experience:**

Nearly a decade as a shellfish laborer for multiple grants including three (3) years as a farm manager in charge of seven (7) oyster and quahog shellfish farms across two towns with a crew of 4-6 people and two years of supplementing this work with wild commercial shellfishing of oysters and quahogs here in Wellfleet.

**How long have you had a commercial shellfish permit? (list years)**

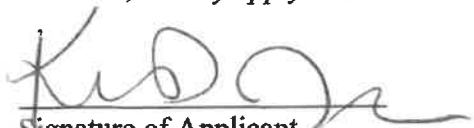
State permit for six (6) years, Town of Wellfleet commercial shellfish permit for two (2) years.


**How long have you lived in Wellfleet?**

Three (3) years.

**Additional comments:**

*By applying for this license and signing below, the applicant agrees to comply with the Town of Wellfleet's Shellfish Policy and Regulations. The applicant also acknowledges that s/he will be held responsible to MGL Ch. 130 and CMR 322, as well as the most recent SEMAC Best Management Practices, DMF's vibrio control plan, National Shellfish Sanitation Program's Guide and DPH's Regulations for Fish and Fishery Products, as they apply to the harvest of shellfish governing his/her business operations.*

  
Signature of Applicant

  
Shellfish Constable

12-9-2022  
GRANT EXPERIENCE

November 5, 2022

To Whom it May Concern:

Karen Johnson has been working with me as a farm laborer for my shellfish grant on Indian Neck since the Spring of 2019. During this time she has assisted with all aspects of running a shellfish farm growing quahogs and oysters - including (but not limited to) setting up and tearing down gear, planting / bagging / grading seed, digging, culling, bringing product to market, completing paperwork, gear repairs, preparing and setting oyster spat collection devices and overwintering gear and seed.

I believe she is well qualified and prepared to start her own shellfish farm.

Sincerely,

A handwritten signature in black ink that reads "Richard H. Blakeley". The signature is written in a cursive style with a long horizontal line extending to the right from the end of the name.

Richard H. Blakeley

Owner of Blackfish Creek Shellfish Company

RCVD 12.7.2022  
7:29 AM

APPLICATION FOR SHELLFISH GRANT LICENSE #95-15

DATE: Dec 3 2022

This request is being made under Mass. General Law, Chapter 130, Sections 57 & 59 and the Town of Wellfleet Shellfishing Policy and Regulations 7.2. Previously Established Grants that Become Available.

Name Chris Milewski  
Address 526 Rt 6 State highway wellfleet ma 02667  
Telephone 774-994-0226 Cell Phone same  
Email grittyfisheriesinc@gmail.com

GENERAL INFORMATION

Previous shellfishing experience:

had a small dragger in wellfleet harbor, wild picked plus fished on other boats in wellfleet harbor and helped multiple grant owners.

How long have you had a commercial shellfish permit? (list years)

I think 11 or 12 years

How long have you lived in Wellfleet?

13 years

Additional comments:

~~will~~ will be selling of my lobster business if receive a grant to start up, in 4 years Dana parzoff agreed to sell of all his oyster gear to me because he will be selling the motel and will be all done,

By applying for this license and signing below, the applicant agrees to comply with the Town of Wellfleet's Shellfish Policy and Regulations. The applicant also acknowledges that s/he will be held responsible to MGL Ch. 130 and CMR 322, as well as the most recent SEMAC Best Management Practices, DMF's vibrio control plan, National Shellfish Sanitation Program's Guide and DPH's Regulations for Fish and Fishery Products, as they apply to the harvest of shellfish governing his/her business operations.

Chris Milewski

Signature of Applicant

Thompson

Shellfish Constable

12-9-2022

GRANT EXPERIENCES





**Christopher Milewski** <grittyfisheriesinc@gmail.com>

## Letter of reference

1 message

**Dana Pazolt** <dpazolt@gmail.com>  
To: grittyfisheriesinc@gmail.com

Sun, Dec 4, 2022 at 10:03 AM

To whom it may concern:

In my humble opinion, Chris Mailuwski would be an excellent candidate for an oyster grant holder. He is a hard working young fisherman who possesses all of the skills and talents to succeed in aquaculture. Chris has helped me on my grant in Truro both making cages and bags during the winter months. He also already has the necessary tools and skills from the lobster fishery from trap building to be able to easily adapt to aquaculture cages. Furthermore, he is being encouraged by both NMFS and NOAA to delve into aquaculture so as to take the pressure off the wild resource of both the lobster and fin fisheries. Thank you for your consideration on his grant application.

Sincerely,  
Dana Pazolt  
DBA East Harbor Oyster Farm



Christopher Milewski &lt;grittyfisheriesinc@gmail.com&gt;

## Letter of Recommendation

1 message

Jason Lance Weisman <jasonlance333@gmail.com>  
To: "grittyfisheriesinc@gmail.com" <grittyfisheriesinc@gmail.com>

Tue, Dec 6, 2022 at 7:56 PM

To The Wellfleet Shellfish Department and The Town of Wellfleet,

I meet Chris Milewski around 12 years ago on commercial street in Provincetown. We were scalloping on different boats out of the harbor and I was immediately impressed by his ability to understand the fishery we were experiencing at the time. Making reference to regulations in place, quota strategies and his "All In" approach to hard work

demonstrated to me his full commitment to his site on the boat.

As I grew to know Chris over time, I began to understand that he gives one hundred percent of himself to all that he loves and contributes; not just fishing but community and family. Again, I was impressed with his commitment to being a good Dad, provider and brother, as I watched the two of them decide to set upon a joint venture and began a family business fishing together.

As a Wellfleet resident raising a family and constantly developing ways to contribute his love and hard work towards what he cares about and respects, Chris has extended his heart filled drive and began shellfishing here in town.

I was honored to be asked questions about aquaculture by Chris so I invited him to come check out our family farm. I have mentioned many times to Chris over the years of how elemental our oyster and clam farm is to our family and the unity it provides our family with. The connectivity that aquaculture has offered us as Wellfleet shellfisherman and the contribution we can clearly demonstrate by being good stewards towards the towns resources.

Chris Milewski deserves to exercise the great privilege of choosing Wellfleet as his home for his family and contributing to the management and prosperity of this great resource of shellfish we have in Wellfleet.

Sincerely,  
Jason Lance Weisman  
Grant 14-1  
774-722-4699

Matt Campbell  
CCB-9 Eastham site #9, 10

To whom it may concern  
Chris Milewski has helped me  
many times mostly pulling gear off  
the grant at the end of the year.  
a few times he has helped me  
repair bags and cull oysters  
anytime I really needed help  
he would be there if any  
questions my # is 508-246-1028

~~Matt Campbell~~

To: Wallace Shellfish Dept.

CHRIS Milwaski, Helped me cement my  
huts, for two days in June 2006.

I bought cement which Chris needed,  
when he came by I was working on  
my huts. With out asking he jumped  
right in. He came by the next day  
and help me finish. He would not  
accept payment, every guy who works  
on the water could benefit by having

A Friend like Chris.

Yours truly

Andrew Morgan

12/07/22

To Whom it may concern, This letter is to attest to  
Chris Milewski's ~~Time~~ <sup>Time</sup>, Knowledge and Resources Throughout the time  
I have had my shellfish farm and hangar when Chris has  
Helped. Chris has used his trucks and trailers and his experience  
In multiple fishing industries to help me remove oyster seed to  
over winter as well has helped me broken down oyster beds,  
~~we~~ have exchanged Labor on my oyster farm and boat  
For my Labor on Chris's scallop/Fish Digger and Lobster Business.  
Chris is more than qualified to operate an Aquaculture  
Business with his experience in multiple Fisheries and  
His own experience working in wellfleet Harbor.  
If Chris Hadn't shown me how to Bay scallop or given me his  
Dredge I wouldn't have the Business I have today. Chris has  
Reliably and enthusiastically helped me on my oyster farm /  
commercial shellfish Business since I started. wellfleet Harbor  
would gain an Asset by having him eligible for this grant  
Lottery. For any further questions please call me at  
774-722-2840 David Seibel. Also Chris has the Resources space  
equipment dedication finances and time to make a large scale operation  
Happen.

APPLICATION FOR SHELLFISH GRANT LICENSE #95-15

DATE: 12/6/22

This request is being made under Mass. General Law, Chapter 130, Sections 57 & 59 and the Town of Wellfleet Shellfishing Policy and Regulations 7.2. Previously Established Grants that Become Available.

Name Devon Nunez

Address 205 Chequessett Neck Road, Wellfleet

Telephone 203-507-6304 Cell Phone 203-507-6304

Email lobsterlife99@gmail.com devonnunez@snet.net

GENERAL INFORMATION

Previous shellfishing experience:

See attached document

How long have you had a commercial shellfish permit? (list years)

One year (2022)

How long have you lived in Wellfleet?

October 2019 - Present

Additional comments:

*By applying for this license and signing below, the applicant agrees to comply with the Town of Wellfleet's Shellfish Policy and Regulations. The applicant also acknowledges that s/he will be held responsible to MGL Ch. 130 and CMR 322, as well as the most recent SEMAC Best Management Practices, DMF's vibrio control plan, National Shellfish Sanitation Program's Guide and DPH's Regulations for Fish and Fishery Products, as they apply to the harvest of shellfish governing his/her business operations.*

Devon Nunez  
Signature of Applicant

Theresa Rivello  
Shellfish Constable

12.9.2022  
GRANT EXPERIENCE

Information on DEVON NUNEZ experience on shellfish propagation and aquaculture.

2017-2021 worked on various shellfish research project at Roger Williams University as well as an algal/shellfish technician in the Luther Blount Shellfish Hatchery.

Graduated with BA's in marine biology and aquaculture from Roger Williams University, Bristol, RI

2019 – present, worked shellfish grants in Wellfleet (Pickard's)

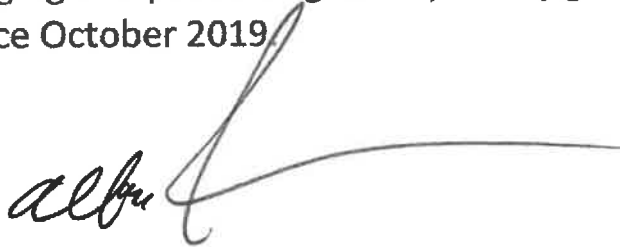
2022 -April – present, shellfish technician for Town of Barnstable focusing on aquaculture of clam and oysters, as well as enforcement of shellfish regulations.

December 6, 2022

Wellfleet Shellfish Department  
300 Main Street  
Wellfleet, MA 02667

RE: application for grant # 95-15

Please be advised that I have first hand knowledge that DEVON NUNEZ has experience in shellfish propagation and aquaculture. She has worked (planting seed, maintaining nets, digging and processing clams) on my grants #95-5 and 95-6 since October 2019.

A handwritten signature in black ink, appearing to read "Alfred J. Pickard", with a long horizontal flourish extending to the right.

Alfred J. Pickard



December 7, 2022

Wellfleet Shellfish Department  
300 Main Street  
Wellfleet, MA 02667

RE: application for grant # 95-15

Please be advised that I have first hand knowledge that Devon Nunez has experience in shellfish propagation and aquaculture. She has worked (planting seed, maintaining nets, digging and processing clams) on my grants #95-9, 95-10, 95-11, and 95-12 since 2019.



Jeffrey W. Pickard

December 7, 2022

Wellfleet Shellfish Department

300 Main Street

Wellfleet, MA 02667

RE: application for grant # 95-15

Please be advised that I have first hand knowledge that Devon Nunez has experience in shellfish propagation and aquaculture and have personally seen and worked beside her on various shellfish grants on Egg Island over the past three years.

Edwin C. Berrio

*Edwin C. Berrio (BUDDY)*

December 7, 2022

Wellfleet Shellfish Department

300 Main Street

Wellfleet, MA 02667

RE: application for grant # 95-15

Please be advised that I have first hand knowledge that Devon Nunez has experience in shellfish propagation and aquaculture. She has worked (planting seed, maintaining nets, digging and processing clams) on my grant #2000-2 since 2019.

  
Stephen D. Pickard

RCVD 12/6/2022

APPLICATION FOR SHELLFISH GRANT LICENSE #95-15

DATE: 12/6/22

This request is being made under Mass. General Law, Chapter 130, Sections 57 & 59 and the Town of Wellfleet Shellfishing Policy and Regulations 7.2. Previously Established Grants that Become Available.

Name DAMIAN PARKINSON

Address 30 WELLET WAY, WELFLEET MA 01987

Telephone 774-216-1500 Cell Phone 774-216-1500

Email dnob75@yahoo.com

GENERAL INFORMATION

Previous shellfishing experience: 20 YR WILD HARVEST. OYSTER, HARD CLAMS, BLOOD CLAMS, & BT SCALLOPS.

How long have you had a commercial shellfish permit? (list years)

OTHER THAN 2022 IVE HAD MY WELFLEET COMMERCIAL PERMIT AT LEAST 15 YR. IVE ~~HAD~~ A STATE PERMIT

How long have you lived in Wellfleet?

20 YRS SINCE I MOVED BACK. SINCE 2004

Additional comments:

A GRANT WOULD BE A STEP TOWARDS MY RETIREMENT FROM OFFSHORE FISHING & A POTENTIAL CAREER PATH FOR MY CHILDREN.

*By applying for this license and signing below, the applicant agrees to comply with the Town of Wellfleet's Shellfish Policy and Regulations. The applicant also acknowledges that s/he will be held responsible to MGL Ch. 130 and CMR 322, as well as the most recent SEMAC Best Management Practices, DMF's vibrio control plan, National Shellfish Sanitation Program's Guide and DPH's Regulations for Fish and Fishery Products, as they apply to the harvest of shellfish governing his/her business operations.*

D. Parkinson  
Signature of Applicant

Henry Gwello  
Shellfish Constable

12-9-2022

WILD HARVESTERS

RWD 11.27.2022

APPLICATION FOR SHELLFISH GRANT LICENSE #95-15

DATE: 11/29/22

This request is being made under Mass. General Law, Chapter 130, Sections 57 & 59 and the Town of Wellfleet Shellfishing Policy and Regulations 7.2. Previously Established Grants that Become Available.

Name JAY PAWA

Address 313 Main St. Apt. 2

Telephone 617-388-504 Cell Phone 617-388-504

Email Zachpaw@gmail.com

GENERAL INFORMATION

Previous shellfishing experience:

Ferries + wild Since 2018/17

How long have you had a commercial shellfish permit? (list years)

2

How long have you lived in Wellfleet?

10

Additional comments:

*By applying for this license and signing below, the applicant agrees to comply with the Town of Wellfleet's Shellfish Policy and Regulations. The applicant also acknowledges that s/he will be held responsible to MGL Ch. 130 and CMR 322, as well as the most recent SEMAC Best Management Practices, DMF's vibrio control plan, National Shellfish Sanitation Program's Guide and DPH's Regulations for Fish and Fishery Products, as they apply to the harvest of shellfish governing his/her business operations.*

[Signature]  
Signature of Applicant

[Signature]  
Shellfish Constable

12.9.2022  
GRANT EXPERIENCE

## Nancy Civetta

---

**From:** Blake Olson <blakeolson189@gmail.com>  
**Sent:** Wednesday, December 7, 2022 8:34 AM  
**To:** Nancy Civetta  
**Subject:** recommendation

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Nancy

Zach has worked part time on our farm for the past 6 years. He has played an important role when Zach Rennert is gone as well as throughout the summer when we need an extra hand. He has assisted in culling, tumbling, breaking down seed, prepping oysters for market as well as pulling moorings moving gear, boats and equipment. I feel that he has the knowledge to start his own farm program. I can't speak for other people but I know he has worked on at least 2 if not 3 other farms in town as well adding to his well rounded understanding of the business.

## Nancy Civetta

---

**From:** Andrew Cummings <captrandrew@gmail.com>  
**Sent:** Tuesday, December 6, 2022 12:16 PM  
**To:** Nancy Civetta  
**Subject:** Jay Pawa's Lottery Application LOR

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Just a quick note to confirm that Jay (Zack) Pawa has worked for me seasonally and part-time since the autumn of 2017.

Jay has participated with culling duties, market practices, gear maintenance and winter preparation - including assistance with infrastructure relay and winter storage (pit) prep.

Thank you,

Capt. R. Andrew Cummings

Wash-Ashore Oyster Ranch LLC  
WASO Ranch

Wellfleet, MA

508-349-0819

RWD 12.6.2022

APPLICATION FOR SHELLFISH GRANT LICENSE #95-15

DATE: 12/6/22

This request is being made under Mass. General Law, Chapter 130, Sections 57 & 59 and the Town of Wellfleet Shellfishing Policy and Regulations 7.2. Previously Established Grants that Become Available.

Name Christopher Pickard  
Address 25 Holbrook Ave, Wellfleet MA 02667  
Telephone 508-349-6417 Cell Phone 508-364-7414  
Email Wmcmom@AOL.com pickard508@gmail.com

GENERAL INFORMATION

Previous shellfishing experience:

All aspects of Planting, Raising, Harvesting, Processing  
Quotas on Grants #95-9, 10, 11, 12 / #95-5, 6 / #94-1 / 2000-2

How long have you had a commercial shellfish permit? (list years)

2013 - Present

How long have you lived in Wellfleet?

6/26/01 - Present

Additional comments:

Looking to continue our family's Shellfishing Legacy in Wellfleet

By applying for this license and signing below, the applicant agrees to comply with the Town of Wellfleet's Shellfish Policy and Regulations. The applicant also acknowledges that s/he will be held responsible to MGL Ch. 130 and CMR 322, as well as the most recent SEMAC Best Management Practices, DMF's vibrio control plan, National Shellfish Sanitation Program's Guide and DPH's Regulations for Fish and Fishery Products, as they apply to the harvest of shellfish governing his/her business operations.

[Signature]  
Signature of Applicant

[Signature]  
Shellfish Constable  
12/9/22

GRANT EXPERIENCE



December 6, 2022

Wellfleet Shellfish Department  
300 Main Street  
Wellfleet, MA 02667

RE: application for grant # 95-15

Please be advised that I have first hand knowledge that CHRISTOPHER PICKARD has experience in shellfish propagation and aquaculture. He has worked (planting seed, maintaining nets, digging and processing clams) on my grants #95-5 and 95-6 since 2013.

A handwritten signature in black ink, appearing to read 'Alfred J. Pickard', with a stylized flourish at the end.

Alfred J. Pickard

RCVD 12.7.2022

APPLICATION FOR SHELLFISH GRANT LICENSE #95-15

DATE: 12/6/22

This request is being made under Mass. General Law, Chapter 130, Sections 57 & 59 and the Town of Wellfleet Shellfishing Policy and Regulations 7.2. Previously Established Grants that Become Available.

Name Olivia Pickard

Address 2346 Rte. 6, Wellfleet

Telephone 508-349-6417 Cell Phone ~~N/A~~ 508-367-1931

Email Wmcmom@AOL.com oliviapickard66@gmail.com

GENERAL INFORMATION

Previous shellfishing experience:

All aspects of Planting, Raising, Harvesting, & Processing  
Quotas on Grants #95-9, 10, 11, 12 / #95-5, 6 / #99-1 / 2000-2

How long have you had a commercial shellfish permit? (list years)

2013 - Present

How long have you lived in Wellfleet?

4/3/01 - Present

Additional comments:

By applying for this license and signing below, the applicant agrees to comply with the Town of Wellfleet's Shellfish Policy and Regulations. The applicant also acknowledges that s/he will be held responsible to MGL Ch. 130 and CMR 322, as well as the most recent SEMAC Best Management Practices, DMF's vibrio control plan, National Shellfish Sanitation Program's Guide and DPH's Regulations for Fish and Fishery Products, as they apply to the harvest of shellfish governing his/her business operations.

  
Signature of Applicant

  
Shellfish Constable

12.9.2022

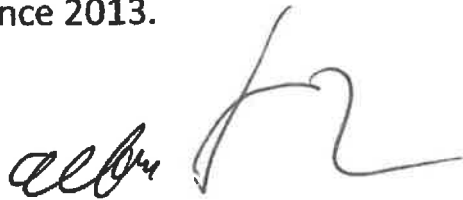
GRANT EXPERIENCE

December 6, 2022

Wellfleet Shellfish Department  
300 Main Street  
Wellfleet, MA 02667

RE: application for grant # 95-15

Please be advised that I have first hand knowledge that OLIVIA PICKARD has experience in shellfish propagation and aquaculture. He has worked (planting seed, maintaining nets, digging and processing clams) on my grants #95-5 and 95-6 since 2013.

A handwritten signature in black ink, appearing to read 'Alfred J. Pickard', written in a cursive style.

Alfred J. Pickard

RCD 12.6.2022

APPLICATION FOR SHELLFISH GRANT LICENSE #95-15

DATE: 12/6/22

This request is being made under Mass. General Law, Chapter 130, Sections 57 & 59 and the Town of Wellfleet Shellfishing Policy and Regulations 7.2. Previously Established Grants that Become Available.

Name Samuel Pickard

Address 2348 Rte. 6 Wellfleet, MA, 02667

Telephone 508-349-6417 Cell Phone 508-332-9251

Email Wmcmom@AOL.com lobsterer.sp@gmail.com

GENERAL INFORMATION

Previous shellfishing experience:

All aspects of Planting, Raising, Harvesting, & Processing  
Quotas on Grants #95-9, 10, 11, 12 / #95-5, 6 / #99-1 / 2000-2

How long have you had a commercial shellfish permit? (list years)

2008 - Present

How long have you lived in Wellfleet?

6/26/96 - Present

Additional comments:

Looking to continue our family's shellfishing  
Legacy in Wellfleet

By applying for this license and signing below, the applicant agrees to comply with the Town of Wellfleet's Shellfish Policy and Regulations. The applicant also acknowledges that s/he will be held responsible to MGL Ch. 130 and CMR 322, as well as the most recent SEMAC Best Management Practices, DMF's vibrio control plan, National Shellfish Sanitation Program's Guide and DPH's Regulations for Fish and Fishery Products, as they apply to the harvest of shellfish governing his/her business operations.

Samuel Pickard  
Signature of Applicant

[Signature]  
Shellfish Constable  
12/6/22

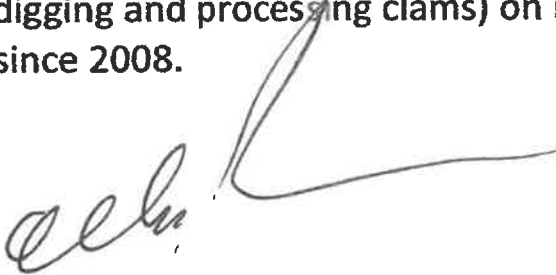
GRANT EXPERIENCE

December 6, 2022

Wellfleet Shellfish Department  
300 Main Street  
Wellfleet, MA 02667

RE: application for grant # 95-15

Please be advised that I have first hand knowledge that SAMUEL PICKARD has experience in shellfish propagation and aquaculture. He has worked (planting seed, maintaining nets, digging and processing clams) on my grants #95-5 and 95-6 since 2008.

A handwritten signature in black ink, appearing to read 'Alfred J. Pickard', with a long horizontal flourish extending to the right.

Alfred J. Pickard

RCTD 12/6/2022

APPLICATION FOR SHELLFISH GRANT LICENSE #95-15

DATE: 12/6/22

This request is being made under Mass. General Law, Chapter 130, Sections 57 & 59 and the Town of Wellfleet Shellfishing Policy and Regulations 7.2. Previously Established Grants that Become Available.

Name Jill Prager

Address 2348 Rte 6. Wellfleet

Telephone 508-349-6417 Cell Phone 508-332-0151

Email Wmcmom@AOL.com 508-332-0222  
rootabegamom@aol.com

GENERAL INFORMATION

Previous shellfishing experience:

All aspects of Planting, Raising, Harvesting, & Processing  
Quahogs on Grants #95-9, 10, 11, 12 / #95-5, 6 / #99-1 / 2000-2

How long have you had a commercial shellfish permit? (list years)

N/A

How long have you lived in Wellfleet?

1983 - present

Additional comments:

By applying for this license and signing below, the applicant agrees to comply with the Town of Wellfleet's Shellfish Policy and Regulations. The applicant also acknowledges that s/he will be held responsible to MGL Ch. 130 and CMR 322, as well as the most recent SEMAC Best Management Practices, DMF's vibrio control plan, National Shellfish Sanitation Program's Guide and DPH's Regulations for Fish and Fishery Products, as they apply to the harvest of shellfish governing his/her business operations.

Jill Prager  
Signature of Applicant

[Signature]  
Shellfish Constable

12/9  
GRANT EXPERIENCE

December 6, 2022

Wellfleet Shellfish Department  
300 Main Street  
Wellfleet, MA 02667

RE: application for grant # 95-15

Please be advised that I have first hand knowledge that JILL PRAGER has experience in shellfish propagation and aquaculture. She has worked (planting seed, maintaining nets, digging and processing clams) on my grants #95-5 and 95-6 since forever.

A handwritten signature in black ink, appearing to read 'Alfred J. Pickard', with a long horizontal flourish extending to the right.

Alfred J. Pickard

APPLICATION FOR SHELLFISH GRANT LICENSE #95-15

DATE: 11/26/2022

RCVJ  
11.26.2022  
12.7.2022  
7:00 AM

This request is being made under Mass. General Law, Chapter 130, Sections 57 & 59 and the Town of Wellfleet Shellfishing Policy and Regulations 7.2. Previously Established Grants that Become Available.

Name Raymond Rowell

Address 595 Gull Pond Road

Telephone 508-237-7184

Cell Phone 508-237-7184

Email rayrowell94@gmail.com

GENERAL INFORMATION

Previous shellfishing experience:

4 years' experience on commercial draggers in Wellfleet harbor. Deckhand responsible for handling and repairing gear such as quahog dredge, oyster dredge, and bay scallop dredge. General boat maintenance doing everything from cleaning the bilge and applying bottom paint to being present and assisting in mechanical projects on engine, hydraulics, etc. While working on commercial draggers in the harbor, I was responsible for "picking" the pile. This means that I kept and culled the target species of shellfish of legal size while discarding of the rest of the contents of the dredge overboard. After culling and cleaning the shellfish, it was my responsibility to bag the shellfish into bushels or 100 count bags and write the appropriate tags. In addition to shell fishing in Wellfleet harbor, I have also worked on shellfish boats docked in Wellfleet harbor that target species in both state and federal waters. While the gear and species targeted are different, many of my responsibilities remain the same while working as a part of these operations. In addition to dragging in the wild, I have done many tides for oysters and clams in the wild for commercial purposes. Likewise, I have helped others on their grants with a variety of tasks throughout the years.

How long have you had a commercial shellfish permit? (list years)



2011,2015,2020,2021,2022

How long have you lived in Wellfleet?

I was born at home in the oldest house in Wellfleet on November, 19, 1994. I am now 28 and this house has always been my primary residence

Additional comments:

While I am only 28 years old I have seen a lot of change in my life in this town. Growing up here and attending every oysterfest, I have always known commercial shell fishing is the central driver of this small town's economy. Since graduating college in 2018 with a degree in business management from Bentley University, I have worked full-time as a commercial fisherman in Wellfleet and have learned firsthand about the blood, sweat, and tears it take to deliver shellfish to market. I have seen how essential the oyster is to the livelihood of both myself and many hard working individuals in this town. I have worked for years on draggers out of Wellfleet harbor targeting a variety of shellfish species in both town, state, and federal waters. At times I work through the night or days at a time in hopes of making a living. Despite these efforts, the rising costs of living in this town makes it practically impossible for a young man with the aspirations of owning a home and having a family to achieve these goals. I truly see having a grant as the only way a fisherman who was born and raised in this town could have the ability to have a home and family here.

By applying for this license and signing below, the applicant agrees to comply with the Town of Wellfleet's Shellfish Policy and Regulations. The applicant also acknowledges that s/he will be held responsible to MGL Ch. 130 and CMR 322, as well as the most recent SEMAC Best Management Practices, DMF's vibrio control plan, National Shellfish Sanitation Program's Guide and DPH's Regulations for Fish and Fishery Products, as they apply to the harvest of shellfish governing his/her business operations.

Raymond Lee Rowell

Signature of Applicant                      Shellfish Constable FIVE-YEAR PLAN

(Each license holder should specify his/her own plan applying but grant areas will be worked independently. Please use additional sheets of paper as necessary to fully outline your plan in detail.)

Grant \_\_\_\_\_ #95-15      Name Raymond Rowell

*Raymond Lee Rowell*  
12.9.2022  
WILD HARVESTOR

Rcvd 12.6.2022

APPLICATION FOR SHELLFISH GRANT LICENSE #95-15

DATE: 12/6/22

This request is being made under Mass. General Law, Chapter 130, Sections 57 & 59 and the Town of Wellfleet Shellfishing Policy and Regulations 7.2. Previously Established Grants that Become Available.

Name Ebben Ryder - O'Malley

Address 84 Kelley Way, Wellfleet

Telephone 508-349-6417 Cell Phone ~~N/A~~ 508-246-5418

Email Wmcmom@AOL.com eryderomalley@gmail.com

GENERAL INFORMATION

Previous shellfishing experience:

All aspects of Planting, Raising, Harvesting, & Processing  
Quotas on Grants #95-9, 10, 11, 12 / #95-5, 6 / #94-1 / 2000-2

How long have you had a commercial shellfish permit? (list years)

N/A

How long have you lived in Wellfleet?

19 years

Additional comments:

*By applying for this license and signing below, the applicant agrees to comply with the Town of Wellfleet's Shellfish Policy and Regulations. The applicant also acknowledges that s/he will be held responsible to MGL Ch. 130 and CMR 322, as well as the most recent SEMAC Best Management Practices, DMF's vibrio control plan, National Shellfish Sanitation Program's Guide and DPH's Regulations for Fish and Fishery Products, as they apply to the harvest of shellfish governing his/her business operations.*

Ebben Ryder - O'Malley  
Signature of Applicant

[Signature]  
Shellfish Constable

12/6/2022

GRANT EXPERIENCE

December 6, 2022

Wellfleet Shellfish Department  
300 Main Street  
Wellfleet, MA 02667

RE: application for grant # 95-15

Please be advised that I have first hand knowledge that EBBEN RYDER-O'MALLEY has experience in shellfish propagation and aquaculture. He has worked (planting seed, maintaining nets, digging and processing clams) on my grants #95-5 and 95-6 since 2015.

A handwritten signature in black ink, appearing to read 'AJP', with a long horizontal flourish extending to the right.

Alfred J. Pickard

RWD 12.2.2022

APPLICATION FOR SHELLFISH GRANT LICENSE #95-15

DATE: 11/29/22

This request is being made under Mass. General Law, Chapter 130, Sections 57 & 59 and the Town of Wellfleet Shellfishing Policy and Regulations 7.2. Previously Established Grants that Become Available.

Name Ross Scherma

Address 120 Goss Ln. So. Wellfleet

Telephone 608 6 00 Cell Phone (508) 468 6969

Email rossscherma@gmail.com

GENERAL INFORMATION

Previous shellfishing experience: James O'Connell 2019-2021/<sup>full</sup>2022<sup>part</sup>  
Andrew Cummings 2021-22 full  
Paine Hollow (Bud Paine) 2020-2022 full  
Pocomo Meadow Oyster Farm (Nantucket) Sept. 2022

How long have you had a commercial shellfish permit? (list years)

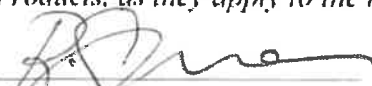
2021  
2022

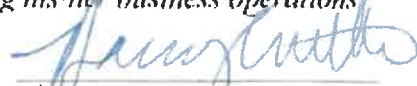
How long have you lived in Wellfleet?

4 years

Additional comments: I have worked in a variety of settings in the aquaculture space paired with ~~an~~ experience in the wild oyster & clam fishery.

*By applying for this license and signing below, the applicant agrees to comply with the Town of Wellfleet's Shellfish Policy and Regulations. The applicant also acknowledges that s/he will be held responsible to MGL Ch. 130 and CMR 322, as well as the most recent SEMAC Best Management Practices, DMF's vibrio control plan, National Shellfish Sanitation Program's Guide and DPH's Regulations for Fish and Fishery Products, as they apply to the harvest of shellfish governing his/her business operations.*

  
Signature of Applicant

  
Shellfish Constable  
12.9.2022

GRANT EXPERIENCE

11/28/2022  
Wellfleet Shellfish Office  
Application for Egg Island Grant  
(#95-15 & #95-16)

To Whom It May Concern,

I have been working in aquaculture since arriving in Wellfleet in 2019. I have invested a lot of time in resource's in learning the business. Having worked with two top growers in town I have a unique perspective on different methodologies, infrastructure and science behind the animals and environment. I am confident that I will be able to sustain a profitable and cohesive farm in town.

I felt the need to express my long-term desire to shellfish farm as a full-time trade and grow my business here in town. I would like to formally express my interest in BOTH acres up for lottery in an effort to procure a larger space that will enable me to grow. In the event that there are not enough potential candidates &/or said candidates are not yet qualified, I would like the opportunity to potentially be considered for both acres.

That being said, I appreciate your consideration.

Best,  
Ross Scherma



**Additional References:**

Jim O'Connell – Indian Neck- (508)237-8026  
Andrew Cummings—Mayo – (617)733-1729  
Bud Paine—Paine Hollow—(508)843-8597  
Tom Siggia—SAB—(518)935-3093  
Emil Bender—ACK Farm—(508)333-2089

## Nancy Civetta

---

**From:** James O'Connell <clamfam@comcast.net>  
**Sent:** Tuesday, December 6, 2022 9:09 AM  
**To:** Nancy Civetta  
**Subject:** Re: Ross Scherma recommendation

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

To Whom it May Concern,

Ross Scherma has been a valued employee on my shellfish grant since 2019. I first met Ross when he was an intern with the Shellfish Advisory Board conducting a study on re-usable plastic in aquaculture. Ross is a steward of the environment and is committed to the shellfishing industry. Ross has performed all duties related to the planting of oysters and clams, grow out of shellfish and grant maintenance on my farm. His responsibilities also include harvesting of oysters following Vibrio Control protocols and harvesting clams. He runs clams on the culling machine and culls and tumbles oysters and helps to remove oysters and gear to overwinter oysters in our root cellars. Ross is a worthy candidate for the opportunity to obtain a shellfish grant. If I can elaborate upon his experience on my grant please contact me.

Sincerely,

Jim O'Connell

On 12/06/2022 8:52 AM Nancy Civetta <nancy.civetta@wellfleet-ma.gov> wrote:

Good morning, Jim.

As I reviewed Ross's grant lottery applications, I read you letter, which was eloquent and nicely done. However, the regulations specify that the letter should describe the type of work performed and any other information which might be relevant. Could you please elaborate by responding to this email? It is due by 8 a.m. tomorrow.

Thank you,

Nancy

Ross Scherma:  
November 25, 2023  
To: Wellfleet Shellfish Department

To whom it concerns,

Ross Scherma has been working with me for consistent periods of time throughout the entire 2023 season. He has participated with early season seed and infrastructure deployment, culling duties, annual seed deployment, seed density breakdowns, market practices, gear maintenance and winter preparation - including assistance with infrastructure relay and winter storage (pit) prep.

Given the addition of Ross' prior experience working with other established shellfish growers, I feel he is capable of managing an aquaculture site of his own. Ross is a worthy candidate for the up-coming lottery involving two available sites on Egg Island. Thank you for your time and consideration.

Sincerely,  
R. Andrew Cummings  
Owner/Operator  
Wash-Ashore Oyster Ranch LLC Site # 752 - CCB11  
Wellfleet, MA

RCVD 12-1-2022

APPLICATION FOR SHELLFISH GRANT LICENSE #95-15

DATE: \_\_\_\_\_

This request is being made under Mass. General Law, Chapter 130, Sections 57 & 59 and the Town of Wellfleet Shellfishing Policy and Regulations 7.2. Previously Established Grants that Become Available.

Name Nathaniel Tesson

Address 2182 State highway wellfleet MA02667

Telephone \_\_\_\_\_ Cell Phone 508 2210311

Email \_\_\_\_\_

GENERAL INFORMATION

Previous shellfishing experience:

Wild shellfishing  
and grant worker

How long have you had a commercial shellfish permit? (list years)

had it as a teenager for several years  
till vibrio then stopped  
and now have had it 2019 2020 2021 2022

How long have you lived in Wellfleet?

38 years

Additional comments:

I have always wanted a grant since i was a child  
and to aquire it legally

*By applying for this license and signing below, the applicant agrees to comply with the Town of Wellfleet's Shellfish Policy and Regulations. The applicant also acknowledges that s/he will be held responsible to MGL Ch. 130 and CMR 322, as well as the most recent SEMAC Best Management Practices, DMF's vibrio control plan, National Shellfish Sanitation Program's Guide and DPH's Regulations for Fish and Fishery Products, as they apply to the harvest of shellfish governing his/her business operations.*

Nathaniel Tesson  
Signature of Applicant

Harry Livels  
Shellfish Constable

12/9/2022  
WILD HARVESTER



RCVD 12.7.2022  
7:20 AM

APPLICATION FOR SHELLFISH GRANT LICENSE #95-15

DATE: 12/2/22

This request is being made under Mass. General Law, Chapter 130, Sections 57 & 59 and the Town of Wellfleet Shellfishing Policy and Regulations 7.2. Previously Established Grants that Become Available.

Name Frank Travers

Address 100 Pole Dike Rd. P.O. 1058 wellfleet, MA.

Telephone 774-722-5761 Cell Phone SAME

Email entropy3@yahoo.com

GENERAL INFORMATION

Previous shellfishing experience:

*Please see attached*

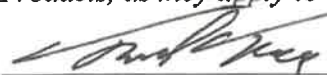
How long have you had a commercial shellfish permit? (list years)

*most recently I've had my wellfleet permit in 2021 + 2018 as well as 5yrs prior to 2014*

How long have you lived in Wellfleet? *over 10yrs. overall But most recently for the last 33 months consecutively*

Additional comments:

*By applying for this license and signing below, the applicant agrees to comply with the Town of Wellfleet's Shellfish Policy and Regulations. The applicant also acknowledges that s/he will be held responsible to MGL Ch. 130 and CMR 322, as well as the most recent SEMAC Best Management Practices, DMF's vibrio control plan, National Shellfish Sanitation Program's Guide and DPH's Regulations for Fish and Fishery Products, as they apply to the harvest of shellfish governing his/her business operations.*

  
Signature of Applicant

  
Shellfish Constable

*12.9.2022  
GRANT EXPERIENCE*

## Shellfish Experience

I have been involved in nearly all aspects of the shellfishing industry over the last 30 yrs. From diving to hand pick quahogs to running large draggers and nearly everything in between.

As well as working on grants + in hatcheries in Dennis, Harwich, Brewster Orleans, Eastham, Wellfleet, Truro + Provincetown. including my own in Brewster.

Working with oysters, quahogs, Bay scallops and Butter Clams. From spawning them into a larval state all the way to Harvest.

Including growing and maintaining my own Algae tubes for feeding my own spawn. I've also designed + constructed multiple upwellers both tidal and mechanical pumped as well.

12/06/22

To whom it may concern,

I am writing this letter to highly recommend Frank Travers as a qualified candidate for this lottery. As well as to confirm that he has been an extremely reliable and beneficial asset to my shellfish business for more than the last three years. This has included but not limited to activities on both my grants the wild on my commercial boat, planting clams, breaking down oyster hats overwintering and all stages of aquaculture. In fact Frank has taught me more about aquaculture than I have learned myself from his education through Woodshole Institute and being one of the first grants in Brewster. Even beyond Frank's role as an employee of CEBL Fisheries LLC. Frank has been of great character and willing to help me and other shellfishermen out from being able to use his reputation to source seed and gear during the current supply crisis. As well as always having a positive attitude and lend a hand to anyone.

If there are anymore questions regarding Frank's qualifications or expertise in being an overqualified candidate for this grant lottery please contact Dave Scitler owner of CEBL Fisheries. Located in Welfleet MA.

DS

774-722-2846  
1045 Ridge Street  
Welfleet MA 02667



## SELECTBOARD

AGENDA ACTION REQUEST  
Meeting Date: December 20, 2022

# VI

### ~ LICENSES ~

## YEAR-ROUND ALCOHOL LICENSES

### ~ A ~

<b>REQUESTED BY:</b>	<b>Executive Assistant</b>
<b>DESIRED ACTION:</b>	<b>To approve the renewal of the following year-round alcohol license applications</b>
<b>PROPOSED MOTION:</b>  <b>SUMMARY:</b>	<b>I move to approve the following businesses for their 2023 year-round alcohol licenses.</b> <ul style="list-style-type: none"><li>• Bapps Tapps LLC</li><li>• The Block and Tackle</li><li>• Blackfish Variety</li><li>• The Bookstore and Restaurant</li><li>• CShore</li><li>• The Fox and Crow Inc.</li><li>• PB Boulangerie Bistro</li><li>• Seaside Liquors</li><li>• The Swan</li><li>• Wellfleet Marketplace</li><li>• Wellfleet Preservation Hall</li><li>• Wellfleet Spirit Shoppe</li><li>• The Wicked Oyster</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**

**2023  
Retail License Renewal**

License Number: 04840-RS-1348

Municipality: WELLFLEET

License Name : The Fox and Crow Inc.

License Class: Annual

DBA : The Fox And Crow Cafe

License Type: Restaurant

Premise Address: 70 Main Street Wellfleet, MA 02667

License Category: All Alcoholic Beverages

Manager: Trudy Vermehren

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).

Trudy Vermehren  
Signature

11/20/22  
Date

Trudy Vermehren  
Printed Name

President  
Title

Additional Information:

**RECEIVED**  
Nov 20, 22  
By \_\_\_\_\_

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









Jean M. Loring, Esq.  
Commissioner

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

2023

### 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).

Grant C. Hester  
Signature

December 14, 2022  
Date

Grant C. Hester  
Printed Name

Owner/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**

**2023**  
**Retail License Renewal**

License Number: 00017-PK-1348

Municipality: WELLFLEET

License Name : Wellfleet Marketplace Inc

License Class: Annual

DBA :

License Type: Package Store

Premise Address: 295 Main Street Wellfleet, MA 02667

License Category: Wines and Malt

Manager: Robert Medeiros

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).

*Robert Medeiros*  
Signature

11/11/22  
Date

ROBERT MEDEIROS  
Printed Name

MANAGER  
Title

Additional Information:

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

*Received 11-14-22 RLB*





Jean M. Lorizio, Esq.  
Commission Chairman

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

**2023  
Retail License Renewal**

License Number: 00056-GP-1348

Municipality: WELLFLEET

License Name : Wellfleet Preservation Hall Inc

License Class: Annual

DBA :

License Type: General On-Premises

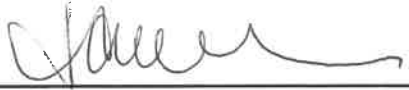
Premise Address: 335 Main Street Wellfleet, MA 02667

License Category: All Alcoholic Beverages

Manager: Marla Rice

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

Janet Lesniak

Printed Name

November 8, 2022

Date

Executive Director

Title

Additional Information:

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

*received 11-11-2022 - RJE*













## SELECTBOARD

AGENDA ACTION REQUEST  
Meeting Date: December 20, 2022

VI

**~ LICENSES ~**  
**WEEKDAY ENTERTAINMENT**  
**~ B ~**

<b>REQUESTED BY:</b>	<b>Executive Assistant</b>
<b>DESIRED ACTION:</b>	<b>To approve the following businesses for their Sunday entertainment licenses</b>
<b>PROPOSED MOTION:</b>  <b>SUMMARY:</b>	<b>I move to approve the following businesses for their 2023 Sunday entertainment licenses:</b> <ul style="list-style-type: none"><li>• <b>CShore</b></li><li>• <b>Fox and Crow Inc.</b></li><li>• <b>Harbor Stage Company</b></li><li>• <b>Hog Island Surf Lodge &amp; Beer Yard</b></li><li>• <b>Wellfleet Cinemas</b></li><li>• <b>Wellfleet Miniature Golf, Dairy Bar and Grill</b></li></ul>
<b>Project</b>	Moved By: _____ Seconded By: _____ Condition(s):
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____



## SELECTBOARD

AGENDA ACTION REQUEST  
Meeting Date: December 20, 2022

# VI

**~ LICENSES ~**  
**SUNDAY ENTERTAINMENT**  
**~ C ~**

<b>REQUESTED BY:</b>	<b>Executive Assistant</b>
<b>DESIRED ACTION:</b>	<b>To approve the following businesses for their Sunday entertainment licenses</b>
<b>PROPOSED MOTION:</b>  <b>SUMMARY:</b>	<b>I move to approve the following businesses for their 2023 Sunday entertainment licenses:</b> <ul style="list-style-type: none"><li>• <b>CShore</b></li><li>• <b>Fox and Crow Inc.</b></li><li>• <b>Hog Island Surf Lodge &amp; Beer Yard</b></li><li>• <b>Wellfleet Cinemas</b></li><li>• <b>Wellfleet Miniature Golf, Dairy Bar and Grill</b></li></ul>
<b>Project</b>	Moved By: _____ Seconded By: _____ Condition(s):
<b>VOTED:</b>	Yea ____ Nay ____ Abstain ____



## SELECTBOARD

AGENDA ACTION REQUEST  
Meeting Date: December 20, 2022

# VII

### BUSINESS

~ A ~

<b>REQUESTED BY:</b>	<b>Carole Ridley ~ Herring River Restoration Project</b>
<b>DESIRED ACTION:</b>	<b>To review and approve the owners project representative Contract</b>
<b>PROPOSED MOTION:</b>  <b>SUMMARY:</b>	<b>I move to authorize the Town Administrator to execute a one-year contract with Environmental Partners, in the amount of \$319,794, for services as Owners Project Representative for the Herring River Restoration Project, as outlined in the proposal and contract documents provided in the Selectboard Packet.</b>
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____

Memorandum

To: Wellfleet Selectboard  
From: Jay Norton, Director, Wellfleet DPW  
Rebecca Roughley, Assistant Town Administrator  
Carole Ridley, Herring River Project Coordinator  
Date: December 15, 2022  
Re: Contract for Owners Project Representative

State and federal grant funding for construction of the Herring River Restoration Project includes resources that enable the Town to contract with firms to assist with construction management and oversight. This includes an Owner's Project Representative (OPR) responsible for on-site construction administration, management and oversight for Phase 1 of the restoration project. The OPR will report directly to the DPW Director.

The Town issued a Request for Proposal (RFP) for OPR services in August. The RFP was advertised in the Cape Cod Times (August 9), COMMBUYS (August 8), and the Goods and Services Bulletin (August 15). The RFP was also sent to a list of firms.

Prospective applicants were required to attend a mandatory site visit on August 24 prior to submitting a proposal by September 26. One qualified firm, Environmental Partners (EP), submitted a proposal. The proposal was reviewed against the qualifications and specifications outlined in the RFP and found to be fully responsive.

EP has worked for almost 20 years in Wellfleet and elsewhere on the Outer Cape on a variety of public works projects. EP brings expertise in civil/earthwork projects, drainage and road work, and selective bridge/culvert projects. The EP team also includes support from Weston & Sampson Engineers.

We are recommending that the Town execute a one-year contract with EP in the amount of \$319,794, with the Town's option of extending for two additional one-year contracts based on performance. The enclosed draft contract documents has been reviewed by Town Counsel, and insurance requirements have been reviewed by the Town's consultant. Per the requirements of state funding, MA Division of Ecological Restoration is required to review and authorize the contract before execution and this authorization is pending at the time of this memorandum.

**Proposed motion:**

To authorize the Town Administrator to execute a one-year contract with Environmental Partners, a firm located at 1900 Crown Colony Drive, Suite 400, Quincy, MA 02169, in the amount of \$319,794, for services as Owners Project Representative for the Herring River Restoration Project, as outlined in the proposal and contract documents provided to the Selectboard.

# **AGREEMENT FOR OWNER'S PROJECT REPRESENTATIVE SERVICES**

[Herring River Restoration Project]

The following provisions shall constitute an Agreement between the Town of Wellfleet, acting by and through its Select Board, hereinafter referred to as "Awarding Authority," with an address of 300 Main Street, Wellfleet, MA 02667, and Environmental Partners, with a usual place of business located at 1900 Crown Colony Drive, Suite 400, Quincy, MA 02169 hereinafter referred to as "Owner's Project Representative," effective as of the \_\_\_\_\_ day of **December, 2022**. Each such party may also be referred to individually as a "Party" or collectively as the "Parties." In consideration of the mutual covenants contained herein and such other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

## **ARTICLE 1: SCOPE OF WORK:**

1.1. Generally. – See Attachment C: Non-price Proposal

1.1.1. The Owner's Project Representative will perform all project management services in connection with the management of the design, construction and commissioning of the Project as set forth in and reasonably inferable from the scope of services attached to this Agreement as Attachment A and, to the extent not included in that scope of services, all of the services set forth in and reasonably inferable from the Awarding Authority's Request from Proposals ("RFP") attached to this Agreement as Attachment B, the Proposal submitted by Owner's Project Representative in response to the RFP attached to this Agreement as Attachment C as well as all other services as are customarily performed by an Owner's Project Representative in New England for the construction of new public works infrastructure, such as the Project (collectively, the "Scope of Services" or "Owner's Project Representative Services"). The Scope of Services described in this Agreement is, in the reasonable opinion of the Owner's Project Representative, expected to cover all necessary services of the Owner's Project Representative for the Project. Therefore, the Owner's Project Representative shall perform all such services related to the Project through Project completion at the fixed fee set forth below.

1.1.2. In providing the Owner's Project Representative Services, the Owner's Project Representative shall maintain an effective and cooperative working relationship with the Designer (as hereinafter defined), general contractors and subcontractors (collectively, the "Contractors") and other consultants and contractors performing services on any aspect of the Project.

1.1.3. The Owner's Project Representative shall be the Awarding Authority's trusted advisor in providing the Owner's Project Representative Services. The Owner's Project Representative and the Awarding Authority shall perform as stated in this Agreement, and the Owner's Project

Representative accepts the relationship of trust and confidence established between it and the Awarding Authority by this Agreement.

## **ARTICLE 2: AWARDING AUTHORITY RESPONSIBILITIES:**

2.1. The Awarding Authority may, from time to time, designate one or more representatives to work with Owner's Project Representative under this Agreement. The persons so designated shall be reasonably acquainted with the Project and shall have the authority, unless otherwise limited in any written notice from the Awarding Authority, to request services under this Agreement. Notwithstanding the foregoing, the designation or lack of designation of a representative shall not relieve Owner's Project Representative of any of its obligations under this Agreement. Owner's Project Representative shall fully cooperate with and assist any and all such designees in connection with the Project and the performance of Owner's Project Representative's Scope of Services hereunder.

2.2. The Awarding Authority will retain a design firm (the "Designer") to design and to prepare contract documents for the Project. Owner's Project Representative shall assist and fully cooperate with the Awarding Authority in the process of procuring a Designer, including preparation of a scope of services for the Designer.

2.3. The Awarding Authority shall be responsible for the removal of any hazardous materials in connection with the Project; provided, however, that the Owner's Project Representative shall coordinate, in close consultation with the Awarding Authority's abatement consultant, the oversight of such work until completion.

2.4. The Awarding Authority shall require, for the Owner's Project Representative's use at the Project site, that the Contractor(s) retained to perform construction services for the Project furnish a trailer equipped for field office use, furniture, a fax machine, a copy machine, file cabinets, computers, phone service and other utility services and internet access.

## **ARTICLE 3: TIME OF PERFORMANCE**

3.1 The Owner's Project Representative shall perform the Scope of Services in a prompt and expeditious manner, consistent with, and to further, the interests of the Awarding Authority. Contract expires this day      December 2023. If, through no fault of its own, the Owner's Project Representative performs any services for the Project after 90 days after the date of "substantial completion" of the Project as such date shall be set forth in the Construction Contract Documents to be prepared by the Designer, such services shall be deemed additional services, and the Owner's Project Representative shall be entitled to be paid for such additional services in accordance with Paragraph 4.3 below.

## **ARTICLE 4: COMPENSATION:**

4.1. In consideration of the performance of the Agreement, the Awarding Authority shall pay to the Owner's Project Representative a fixed fee of **\$319,794.00**, which shall constitute payment for the Scope of Services. See attachment D – Price Proposal and foot notes. Price does NOT include section 2.11 Regulatory Compliance Activity

4.2. The fixed fee in Section 4.1 includes all reimbursable and out-of-pocket costs of the Owner's Project Representative with respect to the Project, all of which costs are included in the fixed fee and shall not be otherwise chargeable to or reimbursable by the Awarding Authority. See attachment D – Price Proposal and foot notes. Price does NOT include section 2.11 Regulatory Compliance Activity

4.3. If additional services, not required under the Agreement, are requested in writing by the Awarding Authority, unless such services were made necessary by an act or omission of the Owner's Project Representative, its employees, consultants, representatives or agents, the Awarding Authority shall pay the Owner's Project Representative at the hourly rates set forth on Attachment A for reasonable hours worked. Such rates shall include all salary, benefits, overhead and profit and all reimbursable expenses; provided, however, such rates shall not include actual necessary and reasonable third party out-of-pocket expenditures. The Awarding Authority reserves the right to request that the Owner's Project Representative provide a lump sum fee for any additional services, and if such lump sum fee is agreed upon by the parties, the agreed upon lump sum fee shall be the fee for that particular additional service to include all reimbursable and out-of-pocket expenses.

4.4. The Owner's Project Representative shall provide the Awarding Authority with an estimate of expected costs for any requested additional services prior to undertaking such work, and such other information reasonably requested by the Awarding Authority in connection therewith. Any services performed without advance written request or approval (as an additional service) from the Awarding Authority shall be deemed part of the Scope of Services and included in the fixed fee set forth above.

4.5. Records of reimbursable expenses pertaining to additional services and other cost information with respect to additional services shall be available to the Awarding Authority or the Awarding Authority's authorized representatives at mutually convenient times.

4.6. The Owner's Project Representative shall submit monthly to the Awarding Authority a written statement for its services rendered in the prior month. Payment by the Awarding Authority to the Owner's Project Representative of undisputed amounts included in said statement shall be made within thirty (30) days after a complete and satisfactory written statement is received.

4.8. Undisputed payments due but unpaid sixty (60) days after the invoice submittal date shall bear interest at the rate of six (6) percent per annum.



**ARTICLE 5: AGREEMENT DOCUMENTS:**

5.1. The following documents form the Agreement and all are as fully a part of the Agreement as if attached to this Agreement or repeated herein:

1. This Agreement.
2. Amendments to this Agreement.
3. The Scope of Services (Attachment A)
4. The Awarding Authority's Request for Proposals (Attachment B)
5. The Owner's Project Representative's Proposal (Attachment C)
6. Any and all other attachments to the Agreement.

In the event that the provisions of any of the above documents are in direct conflict, those provisions most favorable to the Awarding Authority shall govern, as reasonably determined by the Awarding Authority. Alternatively, in the event that the above documents prescribe for the same work different quantities or quality of goods or services, the Owner's Project Representative shall provide the greater quantity or higher quality. In the event that the procedures for resolving conflicts set forth above do not result in resolution of a particular conflict, the provisions of each document shall control in the order (from top to bottom) in which they appear above.

**ARTICLE 6: AGREEMENT TERMINATION:**

6.1. The Awarding Authority may suspend or terminate this Agreement by providing the Owner's Project Representative with ten (10) days written notice for any of the following reasons:

1. Failure of the Owner's Project Representative, for any reason, to fulfill in a timely and proper manner any of its obligations under this Agreement.
2. Violation of any of any of the material provisions of this Agreement by the Owner's Project Representative.
3. A determination by the Awarding Authority that the Owner's Project Representative has engaged in fraud, waste, mismanagement, misuse of funds, or criminal activity with any funds provided by this Agreement.

6.2. In addition, the Awarding Authority may terminate this agreement without cause (for its convenience or any other reason, or no reason) upon thirty (30) days written notice to the Owner's Project Representative.

6.3. If the Awarding Authority fails to make payment to the Owner's Project Representative of undisputed sums due and owing as provided in Article 4, then, after thirty (30) days written

notice to the Awarding Authority, provided the Awarding Authority has not cured such non-performance within such thirty (30) day period, the Owner's Project Representative may terminate this Agreement.

6.4. If the Awarding Authority fails to perform any of its material obligations, then, after thirty (30) days written notice to the Awarding Authority, provided the Awarding Authority has not cured such non-performance within such thirty (30) day period, the Owner's Project Representative may terminate this Agreement.

6.5. In the event of a termination of this Agreement other than a termination under Section 6.1, the Owner's Project Representative shall be compensated for all services rendered prior to the date of termination, subject, however, to a deduction for the value of all claims of the Awarding Authority, if any.

#### **ARTICLE 7: INDEMNIFICATION:**

7.1. The Owner's Project Representative shall defend, indemnify and hold harmless the Awarding Authority, its officers, agents, and employees, from and against any and all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the Owner's Project Representative's performance of the services under this Agreement, provided that such claim, damage, loss or expense is directly or indirectly, in whole or in part, caused by or the result of the willful misconduct or negligent acts or omissions of the Owner's Project Representative, anyone directly or indirectly employed by it, its consultants, representatives, agents, and anyone for whose acts it may be responsible, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

7.2 The indemnification obligation under paragraph 7.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Owner's Project Representative under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

7.3 The Owner's Project Representative shall be solely responsible for all local taxes or contributions imposed or required under the Social Security, Workers' Compensation, and Income Tax laws applicable to it with respect to its duties and obligations under the Agreement. The forgoing language shall not be construed as a limitation of the Owner's Project Representative's liability under this Agreement or under any applicable law.

7.4 The indemnification obligations in this Article 7 are in addition to, and not in limitation of, any other rights and remedies available to the Awarding Authority, and shall survive the expiration or earlier termination of this Agreement.

#### **ARTICLE 8: AVAILABILITY OF FUNDS:**

8.1. The compensation provided by this Agreement is subject to the availability and appropriation of funds.

8.2 In connection with the grant funds that have been or may be made available for this Project by federal, state, or any other governmental agency pursuant to certain grant agreement(s) between such agencies and the Awarding Authority, Owner's Project Representative shall, as to the use and disbursement of such funds, be as obligated to the Awarding Authority as the latter is obligated to such agencies and be subject to the same restrictions to which the Awarding Authority is subject under said grant agreements and all terms and conditions applicable thereto (the "Grant Agreements").

8.3 Owner's Project Representative shall take no action, or make any omission, that constitutes, or causes, a violation of the Grant Agreements.

#### **ARTICLE 9: PERFORMANCE STANDARD – COMPLIANCE WITH LAW:**

9.1 The Owner's Project Representative will provide all Owner's Project Representative Services promptly and in a manner (i) that is expeditious and economical based on established compensation provisions in this Agreement, (ii) that is consistent with service standards for comparable projects by qualified and experienced project managers, and (iii) that demonstrates full understanding of the established schedule, budget and other Awarding Authority objectives for the Project and each component thereof.

9.2. The Owner's Project Representative represents that all Owner's Project Representative Services will be performed in accordance with all applicable Federal, State, and local laws, ordinances, by-laws, codes, and regulations and in accordance with sound project management practice, and the requirements of \_\_\_\_\_.

9.3. The Owner's Project Representative agrees that, in performing the Owner's Project Representative Services under this Agreement, it shall comply with all of the terms of all governmental approvals in connection with all aspects of the Project.

#### **ARTICLE 10: ASSIGNMENT:**

10.1. The Owner's Project Representative shall not make any assignment of this Agreement without the prior written approval of the Awarding Authority.

#### **ARTICLE 11: AMENDMENTS:**

11.1. All amendments or any changes to the provisions specified in this Agreement can only occur when mutually agreed upon by the Awarding Authority and Owner's Project Representative. Further, such amendments or changes shall be in writing and signed by officials with authority to bind the Awarding Authority and Owner's Project Representative.

#### **ARTICLE 12: INSURANCE:**

12.1 The Owner's Project Representative shall obtain and maintain throughout the duration of the Project the following insurance limits and coverages:

General Liability of at least \$1,000,000 Bodily Injury and Property Damage Liability, Combined Single Limit with a \$2,000,000 Annual Aggregate Limit. The Town shall be named as an "Additional Insured".

Products and Completed Operations shall be maintained for up to three (3) years after the completion of the project.

Automobile Liability (applicable for any Contractor who has an automobile operating exposure) of at least \$1,000,000 Bodily Injury and Property Damage per accident. The Town shall be named as an "Additional Insured".

Workers' Compensation Insurance as required by law; and employers liability insurance at limits of not less than \$500,000 each accident, \$500,000 bodily injury by disease – each employee, and \$1,000,000 bodily injury by disease – policy limit.

Umbrella Liability of at least \$3,000,000/occurrence, \$3,000,000/aggregate. The Town shall be named an "Additional Insured".

Professional Liability/Errors and Omissions Insurance written in a claims made format with a limit of \$2,000,000 per claim.

12.2. The Owner's Project Representative's Commercial General Liability Insurance shall include premises - operations (including explosion, collapse and underground coverage) independent contractors and completed operations, all including broad form property damage coverage.

12.3. Commercial General Liability Insurance may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability policy.

12.4. The Awarding Authority shall be named as an additional insured on the Owner's Project Representative's insurance policies for the Project, except for workers' compensation and professional liability/errors and omissions insurance.

12.5. The foregoing policies shall contain a provision that coverages afforded under the policies will not be canceled, modified or not renewed until at least thirty (30) days prior written notice has been given to the Awarding Authority. Certificates of Insurance showing such coverages to be in force shall be filed with the Awarding Authority prior to the execution of this Agreement, and upon the renewal of any such coverage during the term of this Agreement. Certificates shall indicate effective dates and dates of expiration of policies. All insurance policies required hereunder shall be written by companies satisfactory to the Awarding Authority and licensed to do business in the Commonwealth of Massachusetts and shall be in form satisfactory to the Awarding Authority.

12.6. Owner's Project Representative shall also provide endorsement forms indicating the Awarding Authority's additional insured status and any other endorsements to the insurance policies of Owner's Project Representative.

**ARTICLE 13: DOCUMENTS AND DELIVERABLES:**

13.1. All documents, plans, drawings, reports and data prepared for and delivered to the Awarding Authority by the Owner's Project Representative under this Agreement including, without limitation, all schedules, cost estimates, daily reports, requests for information, proposed change orders, change directives, and similar documentation shall become the property of the Awarding Authority. Owner's Project Representative shall not be liable to the Awarding Authority for the latter's re-use of such materials for a project other than the project specified herein without the Owner's Project Representative's written verification of suitability of such materials for the specific purpose intended. Distribution or submission of such materials to meet official regulatory requirements or for other purposes shall not be construed as an act in derogation of any of Owner's Project Representative's rights under this Agreement.

**ARTICLE 14: NOTICE:**

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

**ARTICLE 15: DISPUTE RESOLUTION**

15.1. All claims, disputes and other matters in question between the parties to this Agreement arising out of or relating to this Agreement or the breach thereof shall, be subject to review only by a Massachusetts court having appropriate jurisdiction.

**ARTICLE 16: STAFFING**

16.1 It is understood that the unique abilities of the Owner's Project Representative have been a substantial inducement for the Awarding Authority to enter into this Agreement. Therefore, the Owner's Project Representative will perform the work itself and will not assign or subcontract the work to third parties without the prior written consent of the Awarding Authority. The Awarding Authority shall have the right of approval of Owner's Project Representative staff assigned to the project in accordance with Section 16.2.

16.2. The Owner's Project Representative hereby agrees and acknowledges that one of the conditions of this Agreement is that the individuals in charge of the direction and supervision of the Project on behalf of the Owner's Project Representative shall be subject to approval by the Awarding Authority at least one month prior to the commencement of construction work on the Project, and such individuals and the members of the Owner's Project Representative's project team set forth below (the "Owner's Project Representative's Project Team") shall be available to attend meetings and respond to requests, comments, questions and concerns of the Awarding Authority and other parties identified by the Awarding Authority. This condition is a substantial inducement to the Awarding Authority without which the Awarding Authority would not have entered into this Agreement with the Owner's Project Representative. Notwithstanding the

foregoing, the Owner's Project Representative shall, upon execution of this Agreement, submit to the Awarding Authority information on the credentials of the proposed project manager and assistant project manager. In consideration of the foregoing, the Owner's Project Representative agrees that for so long as any such member of the Owner's Project Representative's Project Team is employed by (or, as appropriate, a principal of) the Owner's Project Representative, such member(s) shall direct, shall be responsible for, and shall be available to provide the Owner's Project Representative Services in connection with the Project. If at any time any such member of the Owner's Project Representative's Project Team is no longer available as aforesaid, then his/her replacement shall be subject to the prior written approval of the Awarding Authority. The Owner's Project Representative's Project Team will consist of the persons noted below and necessary assistants and other technical and administrative personnel. All of the Owner's Project Representative's Project Team shall be experienced in projects similar in size, scope and complexity of the Project, and as otherwise set required by the Contract Documents. Each member of the Owner's Project Representative's Project Team shall be appropriately licensed and certified and qualified by training and experience in their respective fields, including as otherwise required by the Contract Documents. No change will be made in the composition of the Owner's Project Representative's Project Team without the Awarding Authority's prior written approval. No personnel in the Owner's Project Representative's Project Team designated as full-time on the Project shall assume additional responsibilities outside of the Project without the written consent of the Awarding Authority. The Awarding Authority may require replacement of any member of the Owner's Project Representative's Project Team upon written notice to the Owner's Project Representative with or without cause.

The members of the Owner's Project Representative's Project Team are as follows:

See Attachment C

Notwithstanding the foregoing, the approval or lack of approval by the Awarding Authority of any of Owner's Project Representative's Project Team shall not relieve Owner's Project Representative of its obligations under this Agreement, including, but not limited to, its responsibility for the actions and omissions of the Owner's Project Representative's Project Team.

16.3. The Owner's Project Representative shall provide the Awarding Authority with a schedule listing the names, job descriptions and professional biographical information for all other staff expected to work on the Project. The Owner's Project Representative shall provide emergency contact information to the Awarding Authority for all members of the Project Team.

16.4. The Owner's Project Representative will at all times remain an independent contractor and is not an agent of, employee of, or a joint venturer with, the Awarding Authority.

16.5. Except as provided in the next sentence, the Owner's Project Representative will not have the authority to enter into agreements on the Awarding Authority's behalf or otherwise bind

the Awarding Authority and the Owner's Project Representative will not hold itself out as the Awarding Authority's agent. The Owner's Project Representative shall act in the capacity of an agent or representative of the Awarding Authority only to the extent as expressly authorized by the terms of this Agreement or as the Awarding Authority may from time to time otherwise expressly authorize the Owner's Project Representative in writing.

**ARTICLE 17: CERTIFICATIONS:**

- 17.1. The Owner's Project Representative certifies that:
1. The wage rates and other costs used to support the Owner's Project Representative's compensation are accurate, complete and current at the time of contracting.
  2. The original Agreement price and any additions to the Agreement may be adjusted within one year of completion of the Agreement to exclude any significant amounts due to inaccurate, incomplete or non-concurrent wage rates or other costs.
  3. It has not given, offered or agreed to give any person, corporation or other entity any gift, contribution or offer of employment as an inducement for, or in connection with, the award of this Agreement.
  4. No consultant to or sub-Project Representative for the Owner's Project Representative has given, offered or agreed to give any gift, contribution or offer of employment to the Owner's Project Representative, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the consultant or sub-Project Representative of a contract by the Owner's Project Representative.
  5. No person, corporation or other entity, other than a bona fide full time employee of the Owner's Project Representative, has been retained or hired by the Owner's Project Representative to solicit for or in any way assist the Project Representative in obtaining this Agreement upon an agreement or understanding that such person, corporation or other entity be paid a fee or other consideration contingent upon the award of this Agreement to the Owner's Project Representative.
  6. It has internal accounting controls as required by M.G.L. c.30, §39R and that the Owner's Project Representative filed and will continue to file an audited financial statement as required by M.G.L. c.30, §39R(d).

**18. ARTICLE 18: MISCELLANEOUS**

18.1. This Agreement will be interpreted in accordance with and governed by the laws of the Commonwealth of Massachusetts.

18.2. If any portion of this Agreement is held as a matter of law to be unenforceable, the remainder of this Agreement shall be enforceable without such provisions.

18.3. This Agreement represents the entire and integrated agreement between the Awarding

Authority and the Owner's Project Representative and supersedes all prior negotiations, representations or agreements, either written or oral.

18.4. This Agreement shall be binding upon and inure to the benefit of the Awarding Authority and its successors and assigns. This Agreement shall be binding upon and inure to the benefit of the Owner's Project Representative and its permitted successors and permitted assigns, if any. The Owner's Project Representative may not assign any right or delegate any obligation hereunder without the Awarding Authority's prior written approval.

18.5. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, the Agreement shall be interpreted and deemed as having the provision or correct provision inserted, and such provisions or clauses shall, to the extent they directly conflict with any other provision of the Agreement, control.

18.6. The Awarding Authority will obtain the services of, among other Project participants, the Designer (which term shall be understood to also include all design professionals utilized in the Project), Contractors, testing and inspection agencies, and attorneys. Owner's Project Representative shall, subject to Section 1.1.3, perform all its services under this Agreement in cooperation and coordination with such Project participants.

18.7. No employee or official of either the Awarding Authority or the Owner's Project Representative shall assume any personal liability pursuant to this Agreement.

18.8. By signing this Agreement, Owner's Project Representative hereby makes all the statements, representations, acknowledgements, certifications, and agreements required of it by the Federally Required Contract Clauses including as it relates to the Grant Agreements and shall take all actions and engage in the conduct required of it by such clauses, and shall refrain from taking any actions and engaging in any conduct that is prohibited by such clauses.



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

OWNER'S PROJECT REPRESENTATIVE

TOWN OF WELLFLEET

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Title

\_\_\_\_\_  
Print Title



Communications

Herring River Restoration Project

Team Members

Town of Wellfleet  
 National Park Service  
 USDA NRCS  
 NOAA RC  
 US F&W  
 MA Div Ecol Restoration  
 Town of Truro  
 Friends of Herring River

DPW

Con Comr

Contract 1

Cheq Neck Road Bridge  
 and Water Access Facility

Contract 2

Elevation of Low-Lyri  
 and Culvert Replacem

Designer

Fuss & O'Neill

WSP

RE

Fuss & O'Neill

WSP

Construction  
 Contractor

MIG Construction

TBD

Bid:

Sep-22

Spring/Su ??

Award:

Pending

Fall 2023

Construction  
 Start

Need schedule  
 Spring 2023??

Winter 2024

Duration

30 months

18 months

n Assist TA Accountant

11

ng Roads  
ents Contract 3  
Cheq Yacht & Golf Club Reconstruction  
Materials Excavation and Hauling

Private Contractor?

# OPR Communication Flow Chart

Team Members

Town of Wellfleet	DPW	Con Comm
National Park Service		
USDA NRCS		
NOAA RC		
US F&W		
MA Div Ecol Restoration		
Town of Truro		
Friends of Herring River		

Contract 1

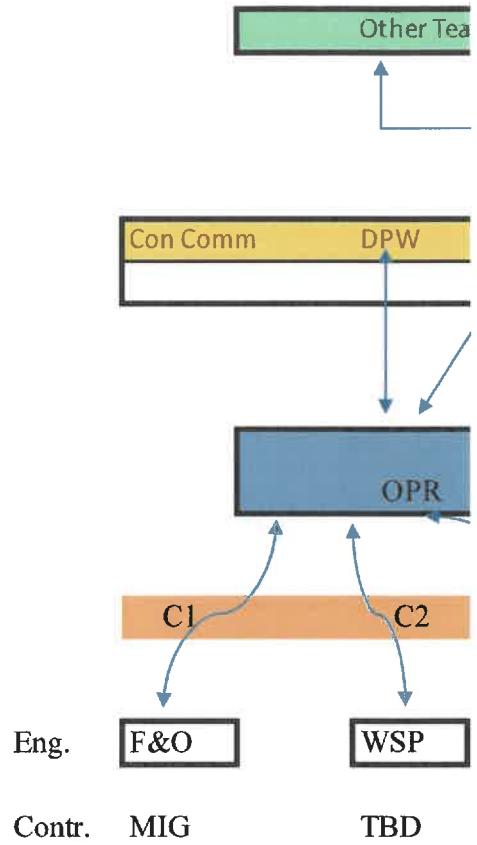
Cheq Neck Road Bridge  
and Water Access Facility

Contract 2

Elevation of Low-Lying Roads  
and Culvert Replacements

Assist TA      Accountant

Contract 3  
 Cheq Yacht & Golf Club Reconstruction  
 Materials Excavation and Hauling



<u>Legend</u>	<u>Meaning</u>
	No contractual relation and Communication
	Formal Communication Contractual Relationship
	Communication Relationship



Town to Broader F  
OPR to provide up

m Members



Assist TA      Accountant



C3

TBD

TBD

relationship.  
communication Role

relationship and  
relationship

link



Project Team/Proponents  
updates/reports through DPW/TA office

## REQUEST FOR PROPOSALS

### Construction Management and Oversight for the Herring River Restoration Infrastructure Improvement Project, Wellfleet, MA

#### Summary:

The Town of Wellfleet, MA is seeking proposals from qualified firms to serve as Owner's Project Representative (OPR) responsible for on-site construction administration, management and oversight for Phase 1 of the Herring River Restoration Project. The selected firm will serve as the Town's OPR for construction management and targeted oversight. The Town's OPR will be required to coordinate with the Project's co-proponent, National Park Service Cape Cod National Seashore; and with multiple agencies providing technical assistance and/or funding, including: USDA Natural Resource Conservation Service, National Oceanic and Atmospheric Administration Restoration Center, US Fish and Wildlife Service, and Massachusetts Division of Ecological Restoration; Town of Truro; and with multiple local stakeholders.

The Town reserves the right to reject any or all proposals or to cancel this Request for proposals ("RFP") if it is in the Town's best interest to do so. This procurement is not subject to the Uniform Procurement Act, G.L. c.30B, the Designer Selection Law, G.L. c.7C, or any other of the state's procurement and bidding laws.

***Proposals are due by 3:00 PM on September 26, 2022***

***There is a mandatory site visit at the Chequessett Neck Road dike at 11:00 AM on August 24, 2022. Failure to attend the site visit will disqualify proposals.***

#### Background:

The Herring River system is a 1,100-acre tidally-restricted estuary located in the Towns of Wellfleet and Truro, Massachusetts. Phase 1 involves returning tidal flow to 570 acres of the estuary (Figure 1) and includes multiple sites and construction activities (Figures 2 and 3) (engineering design plans are available at [https://drive.google.com/drive/folders/1LJt3lhT\\_ax4FExgF2k0B9TDTN2Az09CW?usp=sharing](https://drive.google.com/drive/folders/1LJt3lhT_ax4FExgF2k0B9TDTN2Az09CW?usp=sharing)):

1. **Chequessett Neck Road Bridge and Water Access Facility.** This project element involves removal of a portion of the Chequessett Neck Road earthen dike and culverts, and replacement with a 165-foot roadway bridge fitted with a tidal control system. The construction of this element will be its own construction contract.
2. **Mill Creek Water Control Structure and Drainage Improvements.** This project element involves installation of a water control structure and tide gates at the entrance to the Mill Creek sub-basin. The construction of this element will be its own construction contract.
3. **Elevation of High Toss Road and Causeway Removal.** This project element involves removing a portion of a dirt road and culverts on High Toss Road where it crosses the estuary and elevating another 1,100 linear portion of that dirt road. This element, and elements, 4, 5, and 6, will be combined into one construction contract.

4. **Elevation of Bound Brook Island, Old County and Pole Dike Roads and Culvert Replacements.** This project element involves elevating two non-contiguous miles of portions of Pole Dike, Old County and Bound Brook Island Roads including multiple culvert upgrades and the installation of a water control structure with tide gates where Pole Dike Road crosses Pole Dike Creek.[link]
5. **Elevation of Way #672 and Property Impact Prevention at 25 and 27 Way #672.** This project element involves elevation of a portion of private road and work on two private properties on Way 672.
6. **Property Impact Prevention at 695 Bound Brook Island Road.** This project element involves relocating or elevating driveways, relocating one well and building a retaining wall.

The Mill Creek water control structure will be built on land in the Cape Cod National Seashore and will be owned by the National Park Service. The Town of Wellfleet will own all other project elements listed above, with the exception of one small segment of low lying road and two culverts on Old County Road in Truro and the aforementioned private properties.

In addition, reconstruction of a 9-hole golf course owned by Chequessett Yacht and Country Club (CYCC) will be undertaken as a separate, privately-managed project concurrent with the construction of restoration project elements. Fill material needed for elevating the low roads will be excavated and transported from a portion of land owned by the CYCC to a town-owned storage area in advance of when it will be needed for the road elevation work.

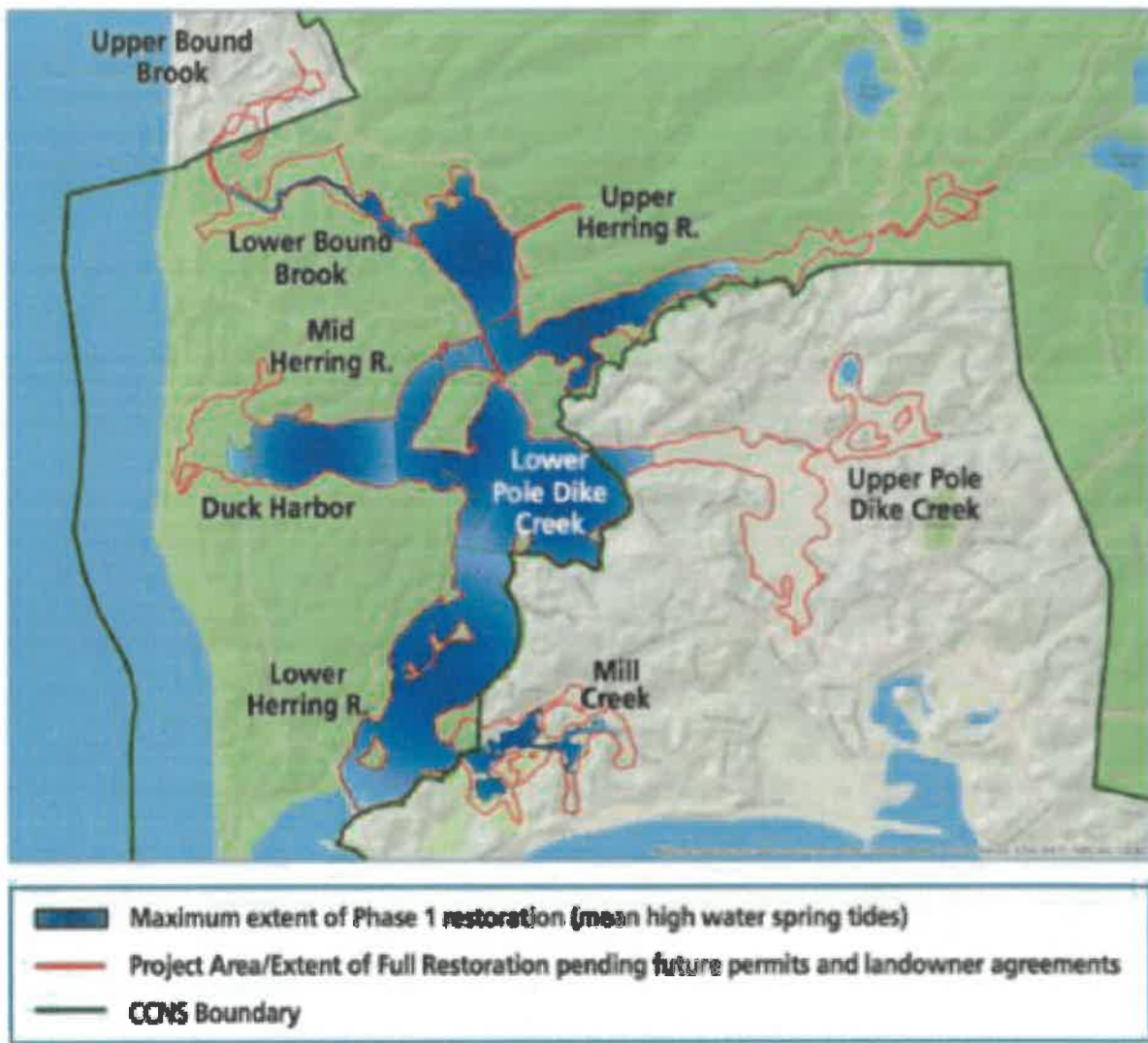


Figure 1. Maximum Extent of Phase 1 Restoration

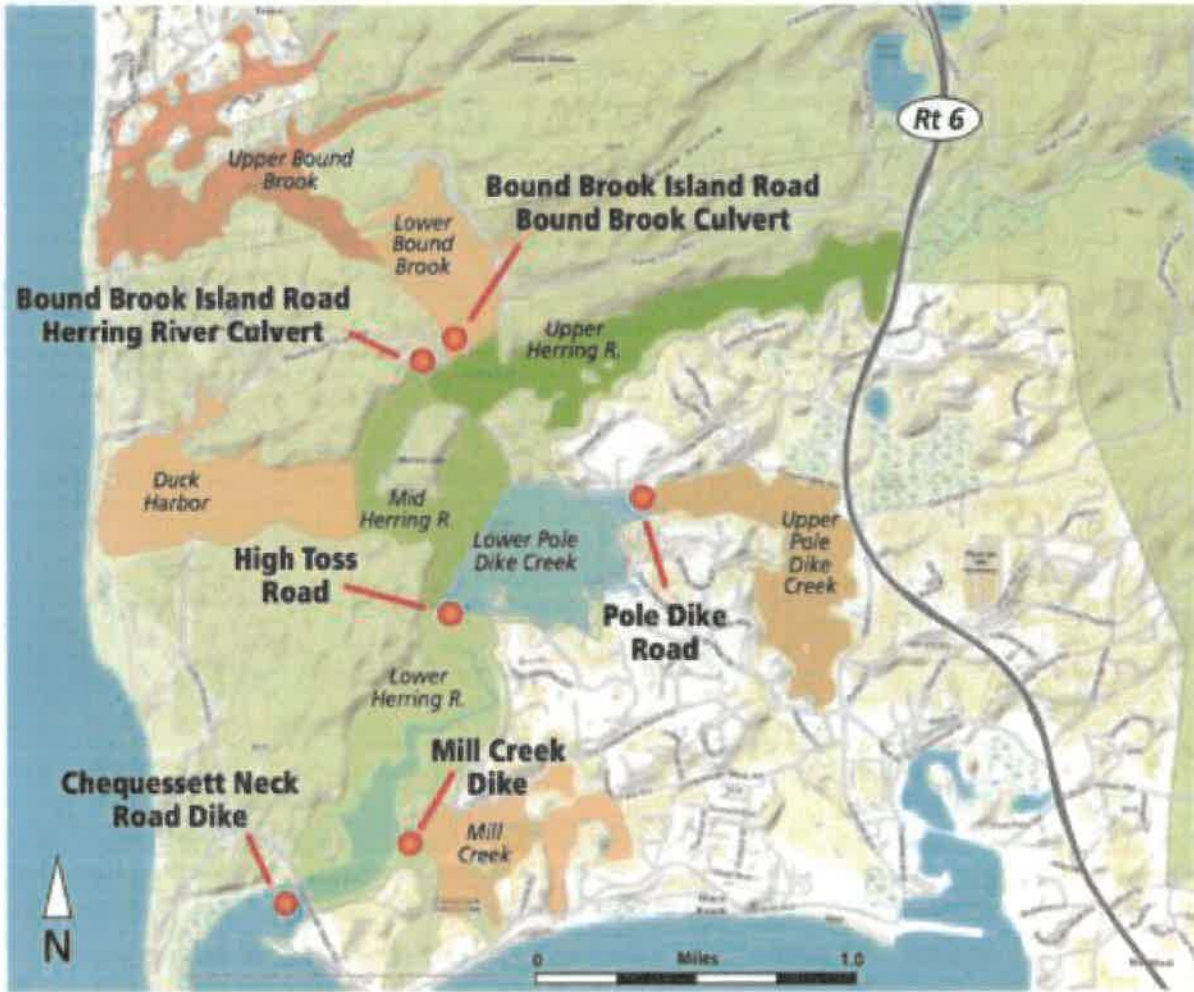


Figure 2. Major Project Elements and Sub-basins





**Figure 3. Location of Elevated Low Road Segments and Culverts**

**Location of Project Elements:**

Project Element	Latitude	Longitude
<b>Chequessett Neck Road Bridge and Water Access Facility</b>	41°55'52.07"	70°03'51.64"
<b>Mill Creek Water Control Structure and Drainage Improvements.</b>	41°55'59.49"	70°03'26.49"

<b>Elevation of High Toss Road and Causeway Removal</b>	41°56'37.15"	70°03'26.62"
<b>Elevation of Bound Brook Island, Old County and Pole Dike Roads and Culvert Replacements - Wellfleet</b>	41°56'52.52"	70°02'39.88"
<b>Elevation of Bound Brook Island, Old County and Pole Dike Roads and Culvert Replacements - Truro</b>	41°57'59.87"	70°03'58.77"
<b>Elevation of Way #672 and Property Impact Prevention at 25 and 27 Way #672</b>	41°56'59.87"	70°03'12.73"
<b>Property Impact Prevention at 695 Bound Brook Island Road</b>	41°56'59.87"	70°04'10.52"
<b>Chequessett Yacht and Country Club Reconfiguration</b>	41°56'01.19"	70°03'07.41"

### **Anticipated Project Schedule**

Environmental permitting for Phase 1 construction and funding for construction of the Chequessett Neck Road Bridge will be in place in Summer/Fall 2022. Accordingly, the following schedule is proposed, pending future funding for additional elements

1. Bidding of Chequessett Neck Road Bridge: Summer 2022; construction start late 2022 /early 2023. Anticipated construction duration: 30 months.
2. Bidding of Low-lying road elevation and culvert replacements encompassing work elements 3,4 and 5 above: Spring/Summer 2023; construction start Winter 2024 (it is

assumed that excavation and hauling of golf course materials will take place late Fall 2023.) Anticipated construction duration: 18 months.

**Baseline Qualifications for Owner's Project Representative (OPR):**

To be considered competitive, each engineering firm's proposal must demonstrate at least the following:

- Demonstrates and possesses a high level of construction management expertise to act as a representative to the Town between the contractors and design engineers.
- Has on staff (not subcontracted) a Professional Engineer with at least 10 years of experience in design and/or construction oversight of large multidisciplinary construction projects, including bridge and roadway construction.
- The firm's on-site project manager should have experience on construction oversight for complex multidisciplinary large-scale environmental restoration projects where project implementation costs exceeded \$1,000,000. This experience should include construction oversight of three (3) projects completed within the past ten (10) years involving bridge/culvert and/or roadway construction. The documented experience shall include references, description of work completed, project cost, the name and address of the Owner, the year of construction, and the name of the Engineer for each project.
- Background and experience with local, state, and federal environmental regulatory permitting compliance for tidal bridge and roadway projects.



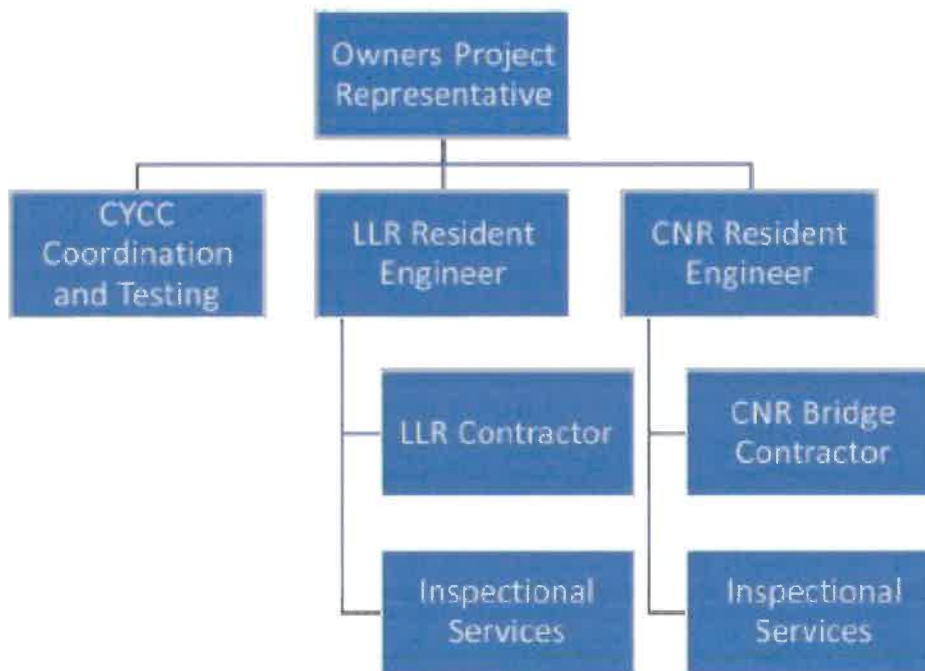
---

**Scope of Services:**

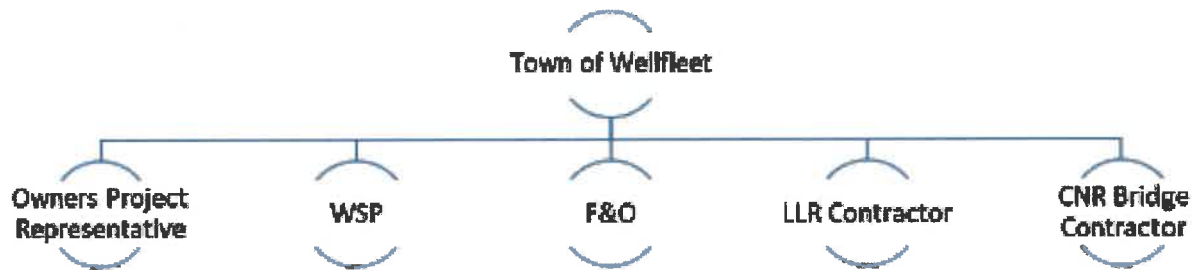
The Town of Wellfleet has prepared this RFP for the purpose of soliciting proposals from qualified engineering firms (henceforth, the OPR) to provide the deliverables requested in the following scope of services. The OPR will serve as the Town's liaison with the construction contractors and design engineers, assist in understanding the intent of all Contract Documents, and issue the Town's orders to the contractors and design engineers. The OPR shall provide detail on their approach, deliverables, costs, and timeline for delivery associated with each of the following tasks and subtasks. Bidders should note that the OPR will have indoor office access as needed at the CNR Bridge construction site as well as at the Wellfleet Department of Public Works building.

Tasks are described broadly as they are expected to extend over the estimated five-year construction period. Specific year one responsibilities are listed for each task.

Figure 4 is a workflow chart that shows the OPR in relation to other project team members, and Figure 5 shows a contractual flow among project team members. Note that CNR refers to Chequessett Neck Road Bridge, LLR refers to low-lying roads, culverts and property mitigation, and CYCC refers to Chequessett Yacht and Country Club.



**Figure 4. Work Flow Chart**



**Figure 5. Chart of Contractual Relationships among Project Team Members**

***Task 1. Project Initiation and Coordination***

Subtask 1.1 Kick-Off Meetings

For each project element (CNR Bridge, LLR elevation, golf course fill transportation and placement), attend a kick-off meeting with Town of Wellfleet, members of the project team, and other stakeholders to review the final scope and anticipated project timeline, clarify expectations, establish lines of communication between the OPR and Town of Wellfleet, provide a forum for identifying and/or resolving any outstanding implementation issues (e.g., site access, construction contractor coordination, etc.), and collectively establish a decision tree for problem-solving on-site.

For each construction contract, the OPR shall facilitate separate pre-construction meetings with the Town of Wellfleet, project designers, the construction contractor(s), and others to gather additional input and perspective on the construction of the project, and establish lines of communication between contractors, including the development of an emergency contact list and emergency communications plan. Clarification will be provided at these meetings on questions related to the project design. The OPR shall invite all relevant regulatory agencies and project partners to attend these pre-construction meetings, and shall prepare and distribute notes of the meetings within two days of each meeting. Following an indoor informational meeting, participants will proceed to the project site to discuss any additional details and coordination needed prior to initiation of construction.

Following each meeting, the OPR shall prepare a memorandum documenting each meeting, attendees, main points raised and discussed, decisions made and outstanding questions and issues that need to be addressed. The OPR shall distribute the memorandum electronically to meeting attendees within two business days of each meeting.

**Year 1 activity under Subtask 1.1:**

- Kick-off meetings with partners, one for CNR bridge construction and one for CYCC fill transportation and placement (two meetings), including all associated deliverables.
- Pre-construction meeting for CNR bridge construction (one meeting), including all associated deliverables.

Subtask 1.2 Coordination and Communications

The OPR must be well coordinated with the Town of Wellfleet on all activities associated with this work scope and maintain good communications at all times throughout the project duration. The OPR will be the eyes and ears of the project team on a day-to-day basis at the project site. The OPR will be proactive about identifying potential problems on-site and resolving them quickly, to the extent possible. A problem-solving decision tree will be mutually determined at the kick-off meeting with Town of Wellfleet and project partners.

The primary point of contact for the Town of Wellfleet will be the Director of the Department of Public Works (DPW). Additionally, the OPR will also be in contact with the following on an as-needed basis:

- Other staff from the Town of Wellfleet and members of the project team;
- Fuss & O'Neill and WSP (the project design firms),
- Private property owners and abutters, including the Chequessett Yacht and Country Club;
- Other stakeholders, including residents of Wellfleet and Truro, and Friends of Herring River
- MA Department of Transportation and other regulatory agencies

Periodic teleconferences with project partners to discuss the progress of the project and a minimum of biweekly in-person meetings for each project construction contract (see Subtask 2.6) will also be required during construction phases.

**Year 1 activity under Subtask 1.2:**

- Prepare problem-solving tree
- Daily email and phone coordination/communication with Wellfleet DPW (see task 2.7)
- Weekly CNR construction meetings (twenty-four in-person construction management meetings and 24 virtual construction management meetings) (see task 2.6)
- Monthly teleconferences (twelve 90-minute virtual meetings)

### Subtask 1.3 Existing Information Review

The OPR is expected to have a thorough understanding of the Project, its restoration objectives, and all construction elements. The OPR will not be required to assist in obtaining permits, but must be familiar with, and ensure the project adheres to, all permit requirements, and assist with permit compliance and close-out activities. To date, the project has received the following permits:

- MA Environmental Protection Act (MEPA) Certificate and US Department of the Interior Environmental Impact Statement Record of Decision
- Cape Cod Commission Development of Regional Impact approval
- MA Department of Environmental Protection § 401 Water Quality Certification
- US Army Corp of Engineers approval under § 404 General Permit
- MA Department of Environmental Protection MGL Ch. 91 Waterways Licenses
- Conservation Commissions of Wellfleet and Truro Orders of Conditions for Ecological Restoration Limited Project (ERLP)
- US Coast Guard Advance Approval

During construction the Project will be required to adhere to Time of Year Restrictions identified by MA Division of Marine Fisheries and a Turtle Protection Plan approved by MA Natural Heritage and Endangered Species Program.

Permit applications include, by attachment or reference, the existing data sources including but not limited to:

- a. Engineering design plans
- b. Engineering site investigations
- c. Sediment contaminant sampling testing
- d. Topographic surveying
- e. Hydrographic and hydraulic modeling
- f. Geomorphic investigation
- g. Alternative analysis reports
- h. Soil borings
- i. Design plans and reports
- j. Sediment Management Plan
- k. Project permits

All design plans, permits, technical studies and other core Project documents are available for review at:

[https://drive.google.com/drive/folders/1sXMC5\\_U0PVLvBXAGkVxI9ZxS54ajathW?usp=sharing](https://drive.google.com/drive/folders/1sXMC5_U0PVLvBXAGkVxI9ZxS54ajathW?usp=sharing)

#### **Year 1 activity under Subtask 1.3:**

- Review all permits and documentation related to TOY restrictions, Turtle protection and permit compliance.
- Monitor compliance with TOY restrictions and Turtle Protection Plan for CNR bridge construction.
- Detailed review of plans and engineering studies related to CNR bridge construction.

## **Task 2. Construction Management and Oversight**

### **Subtask 2.1: Project Schedules**

The OPR shall work with construction contractor(s) and design engineers to develop a preliminary schedule for each project construction contract, including sequence of construction and other relevant schedules. Project schedules must be distributed in advance of regularly-scheduled construction meetings, weekly for the CNR Bridge construction (in-person meetings every other week, hybrid meetings alternating) and biweekly in-person meetings for the low lying road elevation and property mitigation construction.

#### **Year 1 activity under Subtask 2.1:**

- Prepare preliminary schedule for CNR bridge construction including sequence of construction activity and timing of in-person and virtual coordination meetings.
- Coordinate the preparation and administration of construction bid for project elements 3 through 6 (low road elevation, culvert replacements and low property mitigation).

### **Subtask 2.2: Staking Review**

Review the contractor's stakeout survey throughout the duration of construction and any Limits of Disturbance (LOD). Coordinate with the contractor(s) and, if needed, the project design firm(s) to adjust relative to the project designs and permit approvals.

#### **Year 1 activity under Subtask 2.2**

- Review staking for CNR bridge construction.

### **Subtask 2.3: Review Contractor Submittals**

Review materials submitted by the construction contractors and the design firms, including but not limited to required regulatory submittals, other required construction submittals, health and safety plans, spill prevention plan, water control plans, change orders, field orders, requests for information or clarification on design plans, shop drawings, and substitution requests, and report back with recommendations on those items to the Wellfleet DPW Director. Review and approve construction payment requisitions for field accuracy and verify quantities, as appropriate.

Review as-built drawings for each project element submitted by the construction contractor(s), and cross-reference these drawings with any changes made throughout the course of the project. Recommend modifications as needed, and transmit a final set of Record Documents to the Wellfleet DPW Director in AutoCAD and PDF formats.

#### **Year 1 activity under Subtask 2.3**

- Review applicable materials and submittals for CNR bridge construction during year 1 (partial completion) and provide appropriate approvals or recommendations as described above.
- Coordinate with designated financial accounting staff on the processing of all invoicing.

#### Subtask 2.4: Construction Administration & Observation

For each project element, perform field observation to confirm compliance with plans and permits for the project, and ensure that the NRCS Quality Assurance Plans are adhered to. Monitor that site revegetation and stabilization is correct and successful. Document the completion of all on-site activities associated with project implementation. This subtask will include compliance reviews, issuing non-compliance notices and corrective action requirements, daily monitoring of activities at the construction sites, regular communication with construction contractors, engineering design firms, and project partners about any issues that arise on-site, and flagging any historical or cultural resource issues that may arise as construction proceeds. Facilitate project closeout by organizing site walk-throughs, drafting and reviewing punch lists, and producing final completion checklists. Ensure that the design firm and/or construction contractor(s) conduct all surveys, measurements, or elevation checks, as necessary, and perform reviews to ensure accuracy with the design plans.

For each project element, other OPR activities may include, but are not limited to, the following:

- Respond to the construction contractor's questions concerning clarification of the contract drawings and specifications. Issue clarifications, interpretations, and field orders to the contractor.
- Review special inspection and test results for conformance with the Contract Documents.
- Render opinions and interpret the Contract Documents relative to disagreements between the Town, the construction contractor, and/or the engineering design firm.
- Review the construction contractor's application(s) for payment for conformity to work completed and determine if the quality of work is in accordance with the Contract Documents.
- Record changes made during the period of construction as furnished and recorded by the general contractor.
- Receive, review, and transmit to the Town, inspection and test results, marked-up shop drawings, and other materials that are required to be collected by the construction contractor prior to final payment.
- Periodically observe progress and review construction work for general compliance with the Contract Documents.
- Record any observed deviations from the materials specified and the methods of construction authorized. Recommend rejection of defective work.
- Accompany inspectors of regulatory agencies, or their representatives having jurisdiction and report results to the Town.
- Verify that required tests are conducted and maintain a record thereof.
- Verbally report observations at progress meetings as required.
- Prepare special reports and recommendations during construction whenever the OPR believes that the contractor's work is unsatisfactory, faulty, defective, or does not conform to the Contract Documents.
- After inspection by the OPR and the Town and, if appropriate, issue a Certificate of Substantial Completion in a form suitable to the Town.
- Conduct a final review of the project and prepare a punch list of items to be corrected and/or completed by the construction contractor prior to acceptance by the Town. The OPR will conduct additional site visits as necessary to review and update the punch list until work is complete.
- Conduct a final inspection to verify that all items on the punch list are completed,

recommend final payment, and issue a final Notice of Acceptability of the work in a form suitable to the Town.

- Develop a photo monitoring plan, obtain DPW Director's approval of the plan, and implement the plan over the course of the project. Establish photo stations for future long-term monitoring. The stations will depict all key project elements, locations, and viewpoints. The photo stations will depict the conditions prior to construction, as well during and after construction. Conduct photo monitoring prior to construction start at each site and at periodic times, and no less than weekly, during construction activities.
- Verify the utility markings are in place and maintained prior to and during the work
- Verify compliance with Traffic Management Plan; coordinate public communications about planned or unplanned traffic detours and disruptions and ensure coordination with appropriate local agencies (police, fire, school buses, etc.)
- Verify compliance with Traffic Flow Restrictions, verify required traffic details are used, and respond to public inquiries related to traffic control
- Review the Contractor's Traffic Control Plan for the project and recommend approval prior to the start of each phase of construction
- Use the Work Zone Safety Checklist at the start and finish of each work shift

#### **Year 1 activity under Subtask 2.4**

- Perform itemized actions for CNR bridge construction during year 1 (partial completion).

#### **Subtask 2.5: Construction Activity Logs**

For each project element, produce a daily observation log for all days on-site and during which construction activities occur. The log shall be submitted to the DPW Director via email at the end of each work day. The log shall include information on work completed, problems encountered, materials delivered, equipment on site, and photos of interest to demonstrate the status of the project. Weekly, obtain and share an outline from the construction and design firms of planned work for the following two weeks. Maintain a log of any contractor spills, accidents, emergencies, injuries, and other on-site safety violations. The OPR shall also immediately alert the DPW Director of any such incidents when they occur.

#### **Year 1 activity under Subtask 2.5**

- Develop and maintain a construction activity log as described above for the CNR bridge construction during year 1 (partial completion).

#### **Subtask 2.6: Construction Meetings**

For each construction contract, organize and facilitate weekly (combination of in-person and virtual) construction meetings with each construction contractor and project partners throughout the duration of the project to assess progress, plan future work, and address any problems on-site. Prepare and distribute notes following each of these progress meetings.

#### **Year 1 activity under Subtask 2.6**

- Organize and facilitate weekly meetings with the CNR bridge contractor and partners during year 1 (partial completion), prepare and distribute meeting notes identifying appropriate follow up or resolution of issues. (Fifty meetings). (See task 1.2)
- Organize and facilitate meetings as needed for the preparation and administration of the

construction bid for project elements 3-6 (low roads, culvert replacements and low property mitigation).

#### Subtask 2.7: Contractor Payment Administration

The Town and/or its payments coordinator will develop a chart of accounts to track grant receipts and disbursements and any associated match during project implementation. This chart of accounts will require regular oversight and periodic updating as grants are expended and new grant sources are added. This information will provide the framework for tracking receipts and payments using grant funds. A report on Chart of Accounts activity will be made available to the OPR for preparation of grant reports within two weeks of a written request to the Town/payments coordinator.

The OPR will be responsible for reviewing all pencil requisitions submitted by the contractor inclusive of all sub-contractors. The OPR will provide the contractor with any required changes or requests for documentation or verification needed for a final requisition for OPR approval and processing.

The OPR will submit approved requisitions to the Town/payment coordinator for payment. The submission by OPR of requisitions must apportion payment to the appropriate grant accounts specified in the Chart of Accounts.

The Town/payments coordinator will contact the OPR if any clarification is needed to process the payment. The OPR will be responsible for obtaining the information or resolving outstanding issues necessary to process payments.

The Town will process payments to the contractors.

If needed, the OPR will provide the Town/payments coordinator with information and documentation necessary to process a request for advanced payment from the grant agencies and, if needed, for short-term borrowing purposes.

#### **Year 1 activity under Subtask 2.7**

Processing of payments for year 1 construction activity.

#### Subtask 2.8 Grant Reporting

The OPR will prepare draft bi-annual grant reports (through December 31 in the following January, and though June 30 in the following July) or as otherwise is required by the granting agencies. Draft grant reports and required documentation will be submitted to the Director of the Department of Public Works for review and, once approved, will be provided in final form suitable for electronic for submission to the grant agencies.

#### **Year 1 activity under Subtask 2.8**

Preparation of draft and final bi-annual year 1 reports.



### Subtask 2.9 Contract Change Review

The OPR is responsible for reviewing all requests for changes to a construction contract including, without limitation, changes in contract time, contract price or work to be performed, for ensuring that any such requests comply with the terms of the applicable contract, and for confirming design engineer approval if required, and to provide a recommendation on the disposition of the requested contract change to the Director of the Department of Public Works.

#### **Year 1 activity under Subtask 2.9**

To be determined.

### Subtask 2.10 Technical Advice

Provide additional assistance to the DPW Director for decision making as necessary.

Year 1 activity under Subtask 2.10

- Assume 40 hours of additional advisory input (see task 1.2).

### Subtask 2.11 (OPTIONAL): Regulatory Compliance Activities

For each approved permit (described above), the OPR shall assure compliance with all stated conditions and coordinate with all federal, state, regional and local regulatory agencies, as necessary. Anticipated tasks for regulatory compliance include (but may not be limited to) the following:

- Notify regulatory agencies prior to start of work, as required by each individual permit.
- Ensure copies of all permits are available to all contractors and are kept at the construction site.
- Conduct site inspections to monitor compliance with permit and contract requirements, and to track active discharge locations. As needed, inspect site with contractor personnel authorized to direct work.
- Coordinate control and remediation of any sedimentation or other erosion problems and notify regulatory agencies when necessary.
- Coordinate with rare species consultant and the MA Natural Heritage and Endangered Species Program for compliance with the Turtle Protection Plan.
- Assure all in-water activity occurs outside any Time of Year (TOY) restriction periods issued by the MA Division of Marine Fisheries (DMF). If work is proposed to occur within the TOY restriction period, coordinate with DMF on proposed mitigation measures prior to construction.
- Develop a Best Management Practices narrative for the Project, to accompany (or be incorporated into) NPDES Stormwater Pollution Prevention Plans (SWPPP). BMP narrative will address stormwater runoff, dewatering and construction-generated runoff as well as good housekeeping practices such as dust control, materials storage, equipment maintenance and other pollution prevention measures.
- Assist contractors in finalizing SWPPP for submittal of NPDES Construction General Permit (CGP) Notice of Intent. Assist with SWPPP updates as needed to accommodate changing site conditions. Prepare renewal applications as needed.
- Collect NPDES dry weather and stormwater samples, deliver samples to certified laboratory, review results and submit NPDES monitoring reports.
- Develop an environmental/water quality workbook that compiles contractual requirements, permit conditions and relevant specifications for the Project, and provides guidelines for pollution prevention including erosion & sedimentation control.
- Provide periodic updates to Town on compliance and provide suggestions for resolution of issues, if any.
- Assure proper monitoring of vegetation and submittal of monitoring reports

- Coordinate submittal of Adaptive Management reports to required agencies.
- Track permit authorization deadlines and coordinate reauthorization submittals, if necessary.
- Submit requests for Certificates of Compliance and/or Partial Certificates of Compliance for Orders

**Year 1 activity under Subtask 2.11**

- Regulatory compliance for the CNR bridge construction during year 1 (partial completion).

**Timeline:**

August 8	Request for Proposals (RFP) release
August 24	Mandatory site visit/meeting
September 7	Additional questions on RFP due
September 14	Q&A provided to pre-bid attendees
September 26	Due date for proposals
October 3-7	Interviews
October 18	Final selection pending Selectboard action
October 31	Contract award
late 2022/early 2023	Begin CNR Bridge work
late 2023/early 2024	Begin low lying roadway work

**Disclaimer:**

This RFP does not commit the Town of Wellfleet to award a contract or to pay any costs incurred during the preparation of the proposal. Town of Wellfleet reserves the right to reject any or all of the proposals for completing this work. Town of Wellfleet reserves the right to renegotiate the elements included in the scope of work with the chosen contractor in accordance with our available budget for the contract and the minimum work required by the contractor, before a contract is finalized. The award of any contract is subject to the appropriation and availability of funds.

**Submission Requirements for Proposals**

Submission of separate "Price" and "Non-Price" proposals shall be required, as follows.

- (a) Price Proposal: A complete price proposal should contain an amount for the completion of the scope of services for year 1 activities identified under each subtask as described above, using the enclosed "Price Proposal" form. The price proposal supporting detail should include:
1. Personnel (type, number, rate/hour)
  2. Travel, lodging, etc.
  3. Other direct costs (Equipment, materials, etc.)
  4. Indirect costs
  5. Total cost
  6. Percent profit built in to cost
  7. Percent administrative mark up on direct expenses

The Town and OPR will enter into a contract, in the form appearing in this RFP, to be renewed annually for a total of up to three years. After year one, the Town will have the option to extend the contract annually up to an additional two years, to be negotiated based on the anticipated scope of work for the ensuing year(s).

(b) Non-Price Proposal: Each proposal must include:

1. Name and resume of each "project team member" who will work on this contract. (The persons so identified must work on the project and may not be substituted without the approval of the Town.)

2. A complete narrative demonstrating the extent of the proposer's familiarity with all aspects of this scope of work.

3. A complete list of all similar and relevant projects performed in the last ten years, including contact information (name, address, phone number) for owner.

4. A complete list of all public projects performed in the last ten years, including contact information (name, address, phone number) for owner.

5. A signed Certification of Non-Collusion (form included in RFP, see below)

(c) Questions

Questions related to this RFP may be submitted in writing via mail or email to Jay Norton, Director, Wellfleet Department of Public Works, at 220 West Main Street, Wellfleet, MA 02667 or [jay.norton@wellfleet-ma.gov](mailto:jay.norton@wellfleet-ma.gov), and must include as a header: "Question for Herring River OPR RFP". All questions must be received by 4:00 pm on September 7, 2022, and responses to questions will be distributed via email to all registered bidders by 4 pm on September 14, 2022.

(d) Submission Procedures

The sealed "price" proposal and "non-price" proposals must be enclosed in separate, clearly marked envelopes, and both such envelopes must then be enclosed in a single larger envelope, clearly marked on the outside: Proposal for Owner's Project Representative for Herring River Restoration Project.

**Proposals must be received no later than 3:00 PM, on September 26, 2022 by Rebecca Roughley, Wellfleet Procurement Officer, Town of Wellfleet, 300 Main Street, Wellfleet, MA 02667. Postmarks or courier receipts will not be accepted as proof of meeting the submission deadline. Faxed or electronic submissions will not be accepted.**

Each proposer agrees, by virtue of submitting a proposal, that said proposal shall be available for acceptance by the Town for a period of 30 business days from the deadline for the receipt of proposals. The time for acceptance may be extended by mutual agreement of the Town and the proposers.

A proposer may correct, modify, or withdraw its proposal by written notice received by the Town Procurement Officer prior to the time and date set for the receipt of proposals. After proposals are received, a proposer may not change its price contained in the proposal nor any other provision of

its proposal in a manner prejudicial to the interests of the Town or fair competition. The Town shall waive minor informalities or allow the proposer to correct them. If a mistake and the intended proposal are clearly evident on the face of the proposal document, the Town shall correct the mistake to reflect the intended correct proposal and so notify the proposer in writing, and the proposer may not withdraw its proposal. A proposer may withdraw a proposal if a mistake is clearly evident on the face of the proposal document but the intended correct proposal is not similarly evident.

### III. Evaluation of Proposals

#### (a) Non-Price (Technical) Proposal

##### 1. Minimum Evaluation Criteria

Each non-price (technical) proposal shall first be reviewed to ascertain whether or not the following Minimum Evaluation Criteria have been met: Each proposer must have satisfied the requirements in Section II(b) of this RFP (Submission Requirements for Proposals). Proposals not meeting all of the above Minimum Evaluation Criteria shall be summarily rejected.

##### 2. Comparative Evaluation Criteria

Each non-price (technical) proposal meeting the Minimum Evaluation Criteria shall be rated according to the following comparative Evaluation Criteria:

- a. OPR has at least five (5) years of experience in design and/or construction oversight of bridges and roadways.

Highly advantageous: 5 or more years of experience

Advantageous: 5 years of experience

Not advantageous/Unacceptable: Less than five years experience.

- b. Firm has a full time registered engineer assigned as a member of the proposed project team with documented experience with construction oversight of three (3) projects completed within the past ten (10) years involving bridge/culvert and/or roadway construction. Preference will be given to individuals with experience on construction oversight for complex multidisciplinary large-scale environmental restoration projects where project implementation costs exceeded \$1,000,000.

Highly advantageous: Firm has a full time registered engineer on the proposed project team and experience exceeds what is recommended in paragraph 2.b.

Advantageous: Firm has a full time registered engineer on the proposed project team and experience meets what is recommended in paragraph 2.b.

Not advantageous/Unacceptable: Firm does not have a full time registered engineer on the proposed project team or has experience less than what is recommended in paragraph 2. b.

- c. The proposed onsite project manager:

- i. Demonstrates and possess a high level of construction management expertise to

act as a representative for the Town between the construction contractors and design engineers;

- ii. Has background and experience with local, state, and federal environmental regulatory permitting and regulatory compliance for tidal bridge and roadway projects; and
- iii. Demonstrates cooperation and successful communication with local, state and federal agencies, project stakeholders, and the public.

Highly advantageous: Proposal demonstrates an exceptional experience and professionalism in the categories outlined in paragraph 2.c

Advantageous: Proposal demonstrates adequate experience and professionalism in the categories outlined in paragraph 2.c

Not advantageous/Unacceptable: Proposal fails to demonstrate adequate experience and professionalism in the categories outlined in paragraph 2.c

(b) Price Proposal – The “Best Price”

If this RFP seeks to acquire goods, services, or property, the best price shall be the lowest price. If this RFP seeks to dispose of goods or property the best price shall be the highest price.

(c) Most Advantageous Proposal — Award of contract

Following the separate evaluation of the Non-Price proposals, the Town Administrator or his designee shall open and review the Price proposals. If a contract is awarded, it shall be awarded to the responsible and responsive party whose proposal is deemed the most advantageous, taking into consideration price and the evaluation criteria set forth in this RFP. The contract shall be subject to approval by the Wellfleet Selectboard.

(d) The selection team may schedule interviews with select firms to aide them in making a final decision.

(e) An additional consideration that will factor into the selection process is the quality of the experience that the Town of Wellfleet and our project partners have had working with responding firms and their personnel.

IV. Contracts and Terms Conditions

(a) The successful proposer shall execute the contract that is attached to and incorporated into this RFP. The contract is subject to the appropriation and availability of funds, including such made available to support the continuation of the Town's performance in subsequent fiscal years.

(b) The contract awarded pursuant to this RFP shall be for a term not exceeding three years, subject to annual renewal within the three-year term.

V. Certificate of Non-Collusion

Persons submitting proposals are required to submit a Certificate of Non-collusion, Tax Certification and a Certificate of Authority in the forms included in this RFP and must be included with the proposal (see next page for forms).

**FORMS OF LEGAL CERTIFICATIONS**

**CERTIFICATE OF NON-COLLUSION**

The below named Owner's Project Representative (OPR) certifies under penalties of perjury that it has not offered, given, or agreed to give, received, accepted, or agreed to accept, any gift, contribution, or any financial incentive whatsoever to or from any person in connection with the contract. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals. Furthermore, the OPR certifies under the penalties of perjury that throughout the duration of the contract, it will not have any financial relationship in connection with the performance of this contract with any materials manufacturer, distributor or vendor.

The provisions of this section shall not apply to any stockholder of a corporation the stock of which is listed for sale to the general public with the Securities and Exchange Commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation.

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of OPR (Owner's Project Representative)

TAX CERTIFICATION

Pursuant to M.G.L. Chapter 62C, Section 49A(b), I, the undersigned, authorized signatory for the below named Owner's Project Representative (OPR), do hereby certify under the pains and penalties of perjury that said OPR has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

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

Name: \_\_\_\_\_  
(Print Name)

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

OPR: \_\_\_\_\_

## AGREEMENT FOR OWNER'S PROJECT REPRESENTATIVE SERVICES

[Herring River Restoration Project]

The following provisions shall constitute an Agreement between the Town of Wellfleet, acting by and through its Select Board, hereinafter referred to as "Awarding Authority," with an address of 300 Main Street, Wellfleet, MA 02667, and \_\_\_\_\_, with a usual place of business located at \_\_\_\_\_, hereinafter referred to as "Owner's Project Representative," effective as of the \_\_\_\_ day of \_\_\_\_\_, 2022. Each such party may also be referred to individually as a "Party" or collectively as the "Parties." In consideration of the mutual covenants contained herein and such other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

### **ARTICLE 1: SCOPE OF WORK:**

#### 1.1. Generally.

1.1.1. The Owner's Project Representative will perform all project management services in connection with the management of the design, construction and commissioning of the Project as set forth in and reasonably inferable from the scope of services attached to this Agreement as Attachment A and, to the extent not included in that scope of services, all of the services set forth in and reasonably inferable from the Awarding Authority's Request from Proposals ("RFP") attached to this Agreement as Attachment B, the Proposal submitted by Owner's Project Representative in response to the RFP attached to this Agreement as Attachment C as well as all other services as are customarily performed by an Owner's Project Representative in New England for the construction of new public works infrastructure, such as the Project (collectively, the "Scope of Services" or "Owner's Project Representative Services"). The Scope of Services described in this Agreement is, in the reasonable opinion of the Owner's Project Representative, expected to cover all necessary services of the Owner's Project Representative for the Project. Therefore, the Owner's Project Representative shall perform all such services related to the Project through Project completion at the fixed fee set forth below.

1.1.2. In providing the Owner's Project Representative Services, the Owner's Project Representative shall maintain an effective and cooperative working relationship with the Designer (as hereinafter defined), general contractors and subcontractors (collectively, the "Contractors") and other consultants and contractors performing services on any aspect of the Project.

1.1.3. The Owner's Project Representative shall be the Awarding Authority's trusted advisor in providing the Owner's Project Representative Services. The Owner's Project Representative and the Awarding Authority shall perform as stated in this Agreement, and the Owner's Project



Representative accepts the relationship of trust and confidence established between it and the Awarding Authority by this Agreement.

**ARTICLE 2: AWARDING AUTHORITY RESPONSIBILITIES:**

2.1. The Awarding Authority may, from time to time, designate one or more representatives to work with Owner's Project Representative under this Agreement. The persons so designated shall be reasonably acquainted with the Project and shall have the authority, unless otherwise limited in any written notice from the Awarding Authority, to request services under this Agreement. Notwithstanding the foregoing, the designation or lack of designation of a representative shall not relieve Owner's Project Representative of any of its obligations under this Agreement. Owner's Project Representative shall fully cooperate with and assist any and all such designees in connection with the Project and the performance of Owner's Project Representative's Scope of Services hereunder.

2.2. The Awarding Authority will retain a design firm (the "Designer") to design and to prepare contract documents for the Project. Owner's Project Representative shall assist and fully cooperate with the Awarding Authority in the process of procuring a Designer, including preparation of a scope of services for the Designer.

2.3. The Awarding Authority shall be responsible for the removal of any hazardous materials in connection with the Project; provided, however, that the Owner's Project Representative shall coordinate, in close consultation with the Awarding Authority's abatement consultant, the oversight of such work until completion.

2.4. The Awarding Authority shall require, for the Owner's Project Representative's use at the Project site, that the Contractor(s) retained to perform construction services for the Project furnish a trailer equipped for field office use, furniture, a fax machine, a copy machine, file cabinets, computers, phone service and other utility services and internet access.

**ARTICLE 3: TIME OF PERFORMANCE**

3.1 The Owner's Project Representative shall perform the Scope of Services in a prompt and expeditious manner, consistent with, and to further, the interests of the Awarding Authority. If, through no fault of its own, the Owner's Project Representative performs any services for the Project after 90 days after the date of "substantial completion" of the Project as such date shall be set forth in the Construction Contract Documents to be prepared by the Designer, such services shall be deemed additional services, and the Owner's Project Representative shall be entitled to be paid for such additional services in accordance with Paragraph 4.3 below.

**ARTICLE 4: COMPENSATION:**

4.1. In consideration of the performance of the Agreement, the Awarding Authority shall pay to the Owner's Project Representative a fixed fee of \$ \_\_\_\_\_, which shall constitute full payment for the Scope of Services.

4.2. The fixed fee in Section 4.1 includes all reimbursable and out-of-pocket costs of the Owner's Project Representative with respect to the Project, all of which costs are included in the fixed fee and shall not be otherwise chargeable to or reimbursable by the Awarding Authority.

4.3. If additional services, not required under the Agreement, are requested in writing by the Awarding Authority, unless such services were made necessary by an act or omission of the Owner's Project Representative, its employees, consultants, representatives or agents, the Awarding Authority shall pay the Owner's Project Representative at the hourly rates set forth on Attachment A for reasonable hours worked. Such rates shall include all salary, benefits, overhead and profit and all reimbursable expenses; provided, however, such rates shall not include actual necessary and reasonable third party out-of-pocket expenditures. The Awarding Authority reserves the right to request that the Owner's Project Representative provide a lump sum fee for any additional services, and if such lump sum fee is agreed upon by the parties, the agreed upon lump sum fee shall be the fee for that particular additional service to include all reimbursable and out-of-pocket expenses.

4.4. The Owner's Project Representative shall provide the Awarding Authority with an estimate of expected costs for any requested additional services prior to undertaking such work, and such other information reasonably requested by the Awarding Authority in connection therewith. Any services performed without advance written request or approval (as an additional service) from the Awarding Authority shall be deemed part of the Scope of Services and included in the fixed fee set forth above.

4.5. Records of reimbursable expenses pertaining to additional services and other cost information with respect to additional services shall be available to the Awarding Authority or the Awarding Authority's authorized representatives at mutually convenient times.

4.6. The Owner's Project Representative shall submit monthly to the Awarding Authority a written statement for its services rendered in the prior month. Payment by the Awarding Authority to the Owner's Project Representative of undisputed amounts included in said statement shall be made within thirty (30) days after a complete and satisfactory written statement is received.

4.8. Undisputed payments due but unpaid sixty (60) days after the invoice submittal date shall bear interest at the rate of six (6) percent per annum.

**ARTICLE 5: AGREEMENT DOCUMENTS:**

5.1. The following documents form the Agreement and all are as fully a part of the Agreement as if attached to this Agreement or repeated herein:

1. This Agreement.
2. Amendments to this Agreement.
3. The Scope of Services (Attachment A)
4. The Awarding Authority's Request for Proposals (Attachment B)
5. The Owner's Project Representative's Proposal (Attachment C)
6. Any and all other attachments to the Agreement.

In the event that the provisions of any of the above documents are in direct conflict, those provisions most favorable to the Awarding Authority shall govern, as reasonably determined by the Awarding Authority. Alternatively, in the event that the above documents prescribe for the same work different quantities or quality of goods or services, the Owner's Project Representative shall provide the greater quantity or higher quality. In the event that the procedures for resolving conflicts set forth above do not result in resolution of a particular conflict, the provisions of each document shall control in the order (from top to bottom) in which they appear above.

**ARTICLE 6: AGREEMENT TERMINATION:**

6.1. The Awarding Authority may suspend or terminate this Agreement by providing the Owner's Project Representative with ten (10) days written notice for any of the following reasons:

1. Failure of the Owner's Project Representative, for any reason, to fulfill in a timely and proper manner any of its obligations under this Agreement.
2. Violation of any of any of the material provisions of this Agreement by the Owner's Project Representative.
3. A determination by the Awarding Authority that the Owner's Project Representative has engaged in fraud, waste, mismanagement, misuse of funds, or criminal activity with any funds provided by this Agreement.

6.2. In addition, the Awarding Authority may terminate this agreement without cause (for its convenience or any other reason, or no reason) upon thirty (30) days written notice to the Owner's Project Representative.

6.3. If the Awarding Authority fails to make payment to the Owner's Project Representative of undisputed sums due and owing as provided in Article 4, then, after thirty (30) days written notice to the Awarding Authority, provided the Awarding Authority has not cured such non-performance within such thirty (30) day period, the Owner's Project Representative may terminate this Agreement.

6.4. If the Awarding Authority fails to perform any of its material obligations, then, after thirty (30) days written notice to the Awarding Authority, provided the Awarding Authority has not cured such non-performance within such thirty (30) day period, the Owner's Project Representative may terminate this Agreement.

6.5. In the event of a termination of this Agreement other than a termination under Section 6.1, the Owner's Project Representative shall be compensated for all services rendered prior to the date of termination, subject, however, to a deduction for the value of all claims of the Awarding Authority, if any.

**ARTICLE 7: INDEMNIFICATION:**

7.1. The Owner's Project Representative shall defend, indemnify and hold harmless the Awarding Authority, its officers, agents, and employees, from and against any and all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the Owner's Project Representative's performance of the services under this Agreement, provided that such claim, damage, loss or expense is directly or indirectly, in whole or in part, caused by or the result of the willful misconduct or negligent acts or omissions of the Owner's Project Representative, anyone directly or indirectly employed by it, its consultants, representatives, agents, and anyone for whose acts it may be responsible, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

7.2 The indemnification obligation under paragraph 7.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Owner's Project Representative under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

7.3 The Owner's Project Representative shall be solely responsible for all local taxes or contributions imposed or required under the Social Security, Workers' Compensation, and Income Tax laws applicable to it with respect to its duties and obligations under the Agreement. The forgoing language shall not be construed as a limitation of the Owner's Project Representative's liability under this Agreement or under any applicable law.

7.4 The indemnification obligations in this Article 7 are in addition to, and not in limitation of, any other rights and remedies available to the Awarding Authority, and shall survive the expiration or earlier termination of this Agreement.

**ARTICLE 8: AVAILABILITY OF FUNDS:**

8.1. The compensation provided by this Agreement is subject to the availability and appropriation of funds.

8.2 In connection with the grant funds that have been or may be made available for this Project by federal, state, or any other governmental agency pursuant to certain grant agreement(s) between such agencies and the Awarding Authority, Owner's Project Representative shall, as to the use and disbursement of such funds, be as obligated to the Awarding Authority as the latter is obligated to such agencies and be subject to the same restrictions to which the Awarding Authority is subject under said grant agreements and all terms and conditions applicable thereto (the "Grant Agreements").

8.3 Owner's Project Representative shall take no action, or make any omission, that

constitutes, or causes, a violation of the Grant Agreements.

**ARTICLE 9: PERFORMANCE STANDARD – COMPLIANCE WITH LAW:**

9.1 The Owner's Project Representative will provide all Owner's Project Representative Services promptly and in a manner (i) that is expeditious and economical based on established compensation provisions in this Agreement, (ii) that is consistent with service standards for comparable projects by qualified and experienced project managers, and (iii) that demonstrates full understanding of the established schedule, budget and other Awarding Authority objectives for the Project and each component thereof.

9.2. The Owner's Project Representative represents that all Owner's Project Representative Services will be performed in accordance with all applicable Federal, State, and local laws, ordinances, by-laws, codes, and regulations and in accordance with sound project management practice, and the requirements of \_\_\_\_\_.

9.3. The Owner's Project Representative agrees that, in performing the Owner's Project Representative Services under this Agreement, it shall comply with all of the terms of all governmental approvals in connection with all aspects of the Project.

**ARTICLE 10: ASSIGNMENT:**

10.1. The Owner's Project Representative shall not make any assignment of this Agreement without the prior written approval of the Awarding Authority.

**ARTICLE 11: AMENDMENTS:**

11.1. All amendments or any changes to the provisions specified in this Agreement can only occur when mutually agreed upon by the Awarding Authority and Owner's Project Representative. Further, such amendments or changes shall be in writing and signed by officials with authority to bind the Awarding Authority and Owner's Project Representative.

**ARTICLE 12: INSURANCE:**

**Note to potential proposal writers: the insurance requirements below are placeholder language that will be confirmed by an addendum from the Town of Wellfleet**

12.1 The Owner's Project Representative shall obtain and maintain throughout the duration of the Project the following insurance limits and coverages:  
General Liability of at least \$1,000,000 Bodily Injury and Property Damage Liability, Combined Single Limit with a \$3,000,000 Annual Aggregate Limit. The Town shall be named as an "Additional Insured".

Products and Completed Operations shall be maintained for up to three (3) years after the completion of the project.

Automobile Liability (applicable for any Contractor who has an automobile operating exposure) of at least \$1,000,000 Bodily Injury and Property Damage per accident. The Town shall be named as an "Additional Insured".

Workers' Compensation Insurance as required by law; and Umbrella Liability of at least \$3,000,000/occurrence, \$3,000,000/aggregate. The Town shall be named an "Additional Insured".

Professional Liability/Errors and Omissions Insurance written on an occurrence basis in an amount of no less than \$2,000,000 per claim.

12.2. The Owner's Project Representative's Commercial General Liability Insurance shall include premises - operations (including explosion, collapse and underground coverage) independent contractors and completed operations, all including broad form property damage coverage.

12.3. Commercial General Liability Insurance may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability policy.

12.4. The Awarding Authority shall be named as an additional insured on the Owner's Project Representative's insurance policies for the Project, except for workers' compensation.

12.5. The foregoing policies shall contain a provision that coverages afforded under the policies will not be canceled, modified or not renewed until at least thirty (30) days prior written notice has been given to the Awarding Authority. Certificates of Insurance showing such coverages to be in force shall be filed with the Awarding Authority prior to the execution of this Agreement, and upon the renewal of any such coverage during the term of this Agreement. Certificates shall indicate effective dates and dates of expiration of policies. All insurance policies required hereunder shall be written by companies satisfactory to the Awarding Authority and licensed to do business in the Commonwealth of Massachusetts and shall be in form satisfactory to the Awarding Authority.

12.6. Owner's Project Representative shall also provide endorsement forms indicating the Awarding Authority's additional insured status and any other endorsements to the insurance policies of Owner's Project Representative.

#### **ARTICLE 13: DOCUMENTS AND DELIVERABLES:**

13.1. All documents, plans, drawings, reports and data prepared for and delivered to the Awarding Authority by the Owner's Project Representative under this Agreement including, without limitation, all schedules, cost estimates, daily reports, requests for information, proposed change orders, change directives, and similar documentation shall become the property of the Awarding Authority. Owner's Project Representative shall not be liable to the Awarding Authority for the latter's re-use of such materials for a project other than the project specified herein without the Owner's Project Representative's written verification of suitability of such materials for the specific purpose intended. Distribution or submission of such materials to meet official regulatory requirements or for other purposes shall not be construed as an act in derogation of any of Owner's Project Representative's rights under this Agreement.

**ARTICLE 14: NOTICE:**

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

**ARTICLE 15: DISPUTE RESOLUTION**

15.1. All claims, disputes and other matters in question between the parties to this Agreement arising out of or relating to this Agreement or the breach thereof shall, be subject to review only by a Massachusetts court having appropriate jurisdiction.

**ARTICLE 16: STAFFING**

16.1 It is understood that the unique abilities of the Owner's Project Representative have been a substantial inducement for the Awarding Authority to enter into this Agreement. Therefore, the Owner's Project Representative will perform the work itself and will not assign or subcontract the work to third parties without the prior written consent of the Awarding Authority. The Awarding Authority shall have the right of approval of Owner's Project Representative staff assigned to the project in accordance with Section 16.2.

16.2. The Owner's Project Representative hereby agrees and acknowledges that one of the conditions of this Agreement is that the individuals in charge of the direction and supervision of the Project on behalf of the Owner's Project Representative shall be subject to approval by the Awarding Authority at least one month prior to the commencement of construction work on the Project, and such individuals and the members of the Owner's Project Representative's project team set forth below (the "Owner's Project Representative's Project Team") shall be available to attend meetings and respond to requests, comments, questions and concerns of the Awarding Authority and other parties identified by the Awarding Authority. This condition is a substantial inducement to the Awarding Authority without which the Awarding Authority would not have entered into this Agreement with the Owner's Project Representative. Notwithstanding the foregoing, the Owner's Project Representative shall, upon execution of this Agreement, submit to the Awarding Authority information on the credentials of the proposed project manager and assistant project manager. In consideration of the foregoing, the Owner's Project Representative agrees that for so long as any such member of the Owner's Project Representative's Project Team is employed by (or, as appropriate, a principal of) the Owner's Project Representative, such member(s) shall direct, shall be responsible for, and shall be available to provide the Owner's Project Representative Services in connection with the Project. If at any time any such member of the Owner's Project Representative's Project Team is no longer available as aforesaid, then his/her replacement shall be subject to the prior written approval of the Awarding Authority. The Owner's Project Representative's Project Team will consist of the persons noted below and necessary assistants and other technical and administrative personnel. All of the Owner's Project Representative's Project Team shall be experienced in projects similar in size, scope and complexity of the Project, and as otherwise set required by the Contract Documents. Each

member of the Owner's Project Representative's Project Team shall be appropriately licensed and certified and qualified by training and experience in their respective fields, including as otherwise required by the Contract Documents. No change will be made in the composition of the Owner's Project Representative's Project Team without the Awarding Authority's prior written approval. No personnel in the Owner's Project Representative's Project Team designated as full-time on the Project shall assume additional responsibilities outside of the Project without the written consent of the Awarding Authority. The Awarding Authority may require replacement of any member of the Owner's Project Representative's Project Team upon written notice to the Owner's Project Representative with or without cause.

The members of the Owner's Project Representative's Project Team are as follows:

---

---

---

Notwithstanding the foregoing, the approval or lack of approval by the Awarding Authority of any of Owner's Project Representative's Project Team shall not relieve Owner's Project Representative of its obligations under this Agreement, including, but not limited to, its responsibility for the actions and omissions of the Owner's Project Representative's Project Team.

16.3. The Owner's Project Representative shall provide the Awarding Authority with a schedule listing the names, job descriptions and professional biographical information for all other staff expected to work on the Project. The Owner's Project Representative shall provide emergency contact information to the Awarding Authority for all members of the Project Team.

16.4. The Owner's Project Representative will at all times remain an independent contractor and is not an agent of, employee of, or a joint venturer with, the Awarding Authority.

16.5. Except as provided in the next sentence, the Owner's Project Representative will not have the authority to enter into agreements on the Awarding Authority's behalf or otherwise bind the Awarding Authority and the Owner's Project Representative will not hold itself out as the Awarding Authority's agent. The Owner's Project Representative shall act in the capacity of an agent or representative of the Awarding Authority only to the extent as expressly authorized by the terms of this Agreement or as the Awarding Authority may from time to time otherwise expressly authorize the Owner's Project Representative in writing.

**ARTICLE 17: CERTIFICATIONS:**

17.1. The Owner's Project Representative certifies that:

1. The wage rates and other costs used to support the Owner's Project Representative's compensation are accurate, complete and current at the time of



- contracting.
2. The original Agreement price and any additions to the Agreement may be adjusted within one year of completion of the Agreement to exclude any significant amounts due to inaccurate, incomplete or non-concurrent wage rates or other costs.
  3. It has not given, offered or agreed to give any person, corporation or other entity any gift, contribution or offer of employment as an inducement for, or in connection with, the award of this Agreement.
  4. No consultant to or sub-Project Representative for the Owner's Project Representative has given, offered or agreed to give any gift, contribution or offer of employment to the Owner's Project Representative, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the consultant or sub-Project Representative of a contract by the Owner's Project Representative.
  5. No person, corporation or other entity, other than a bona fide full time employee of the Owner's Project Representative, has been retained or hired by the Owner's Project Representative to solicit for or in any way assist the Project Representative in obtaining this Agreement upon an agreement or understanding that such person, corporation or other entity be paid a fee or other consideration contingent upon the award of this Agreement to the Owner's Project Representative.
  6. It has internal accounting controls as required by M.G.L. c.30, §39R and that the Owner's Project Representative filed and will continue to file an audited financial statement as required by M.G.L. c.30, §39R(d).

## **18. ARTICLE 18: MISCELLANEOUS**

18.1. This Agreement will be interpreted in accordance with and governed by the laws of the Commonwealth of Massachusetts.

18.2. If any portion of this Agreement is held as a matter of law to be unenforceable, the remainder of this Agreement shall be enforceable without such provisions.

18.3. This Agreement represents the entire and integrated agreement between the Awarding Authority and the Owner's Project Representative and supersedes all prior negotiations, representations or agreements, either written or oral.

18.4. This Agreement shall be binding upon and inure to the benefit of the Awarding Authority and its successors and assigns. This Agreement shall be binding upon and inure to the benefit of the Owner's Project Representative and its permitted successors and permitted assigns, if any. The Owner's Project Representative may not assign any right or delegate any obligation hereunder without the Awarding Authority's prior written approval.

18.5. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not

inserted, or is not correctly inserted, the Agreement shall be interpreted and deemed as having the provision or correct provision inserted, and such provisions or clauses shall, to the extent they directly conflict with any other provision of the Agreement, control.

18.6. The Awarding Authority will obtain the services of, among other Project participants, the Designer (which term shall be understood to also include all design professionals utilized in the Project), Contractors, testing and inspection agencies, and attorneys. Owner's Project Representative shall, subject to Section 1.1.3, perform all its services under this Agreement in cooperation and coordination with such Project participants.

18.7 No employee or official of either the Awarding Authority or the Owner's Project Representative shall assume any personal liability pursuant to this Agreement.

18.8 By signing this Agreement, Owner's Project Representative hereby makes all the statements, representations, acknowledgements, certifications, and agreements required of it by the Federally Required Contract Clauses including as it relates to the Grant Agreements, and shall take all actions and engage in the conduct required of it by such clauses, and shall refrain from taking any actions and engaging in any conduct that is prohibited by such clauses.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

OWNER'S PROJECT REPRESENTATIVE

TOWN OF WELLFLEET

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

\_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Title

**EXAMPLE CLERK'S CERTIFICATE**

At a duly authorized meeting of the Board of Directors of \_\_\_\_\_  
(Name of Corporation)

held on \_\_\_\_\_ it was VOTED that:  
(Date)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

of this corporation, be and he/she hereby is authorized to submit bids and proposals, execute contracts, deeds and bonds in the name and on behalf of said corporation, and affix its corporate seal thereto; and such execution of any contract, deed or obligation in this corporation's name on its behalf by such \_\_\_\_\_ under seal of the company, shall be valid and binding upon this corporation.

A True Copy,

ATTEST: \_\_\_\_\_

TITLE: \_\_\_\_\_

PLACE OF BUSINESS: \_\_\_\_\_

\_\_\_\_\_

DATE OF THIS CERTIFICATE: \_\_\_\_\_

I hereby certify that I am the clerk of the \_\_\_\_\_  
(Corporation)

that \_\_\_\_\_ is the duly elected \_\_\_\_\_ of  
(Name) (Title)

said corporation, and that the above vote has not been amended or rescinded and remains in full force and effect as of the date of this Certification.

\_\_\_\_\_  
(Clerk)

CORPORATE SEAL:

SEAL

## CONTRACT CHECKLIST

Initials

- |                                                                                                                                                     |       |
|-----------------------------------------------------------------------------------------------------------------------------------------------------|-------|
| 1. Certification of Signatures                                                                                                                      | _____ |
| • For Corporation: need President’s signature or Clerk’s Certificate dated no more than 2 years ago With Corporate Seal affixed (see attached form) |       |
| • For LLC: need Manager signature or signed vote of the LLC                                                                                         |       |
| 2. Certificate of Non-collusion                                                                                                                     | _____ |
| 3. Insurance Certificate<br>(showing Town as additional insured)                                                                                    | _____ |
| • Matches amount of insurance required under contract                                                                                               |       |
| 4. Certificate of Good Faith                                                                                                                        | _____ |
| 5. Certificate of Tax Compliance                                                                                                                    | _____ |
| 6. Signed by Contractor                                                                                                                             | _____ |
| • Matches certification by Corporation officer of authority.                                                                                        |       |
| 7. Certificate of Good Standing for Corporation or Certificate of Legal Existence for LLC both from the Secretary of State                          | _____ |
| 8. Price Proposal Form                                                                                                                              | _____ |

Contract Reviewed by: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Name, Title

**PRICE PROPOSAL FORM ON FOLLOWING PAGE**

PRICE PROPOSAL FORM  
 OWNERS PROJECT REPRESENTATIVE FOR HERRING RIVER RESTORATION PROJECT  
 NOTE: PRICE PROPOSAL SHOULD ENCOMPASS YEAR 1 ACTIVITY

NAME OF FIRM SUBMITTING PRICE PROPOSAL:  
 FIRM REPRESENTATIVE AUTHORIZED TO SUBMIT PRICE PROPOSAL CONTACT:  
 REPRESENTATIVE'S SIGNATURE:  
 DATE:

TASK	NAME/TITLE/RATE		NAME/TITLE/RATE		NAME/TITLE/RATE		NAME/TITLE/RATE		EXPENSES (PLEASE ITEMIZE)			TASK TOTAL
	HOURS	TOTAL	HOURS	RATE	HOURS	RATE	HOURS	RATE	TRAVEL	OTHER DIRECT	INDIRECT	
1. PROJECT INITIATION & COORDINATION												
1.1 KICK OFF MEETINGS												
1.2 COORDINATION OF COMMUNICATIONS												
1.3 REVIEW EXISTING INFORMATION												
TASK 1 TOTAL												
2. CONSTRUCTION MANAGEMENT & OVERSIGHT												
2.1 PROJECT SCHEDULE												
2.2 STAKING REVIEW												
2.3 REVIEW CONSTRUCTION SUBMITTALS												
2.4 CONSTRUCTION ADMIN & OBSERVATION												
2.5 CONSTRUCTION ACTIVITY LOGS												
2.6 CONSTRUCTION MEETINGS												
2.7 CONTRACTOR PAYMENT ADMINISTRATION												
2.8 GRANT REPORTING												
2.9 CONTRACT CHANGE REVIEW												
2.10 TECHNICAL ADVICE												
TASK 2 TOTAL												
GRAND TOTAL												
OPTIONAL***												
2.11 REGULATORY COMPLIANCE ACTIVITY												

PERCENT PROFIT BUILT IN TO PROPOSAL	
PERCENT ADMINISTRATIVE MARK UP ON DIRECT	



# SELECTBOARD

AGENDA ACTION REQUEST  
Meeting Date: December 20, 2022

VII

## BUSINESS ~ B ~

<b>REQUESTED BY:</b>	<b>Community Preservation Committee</b>
<b>DESIRED ACTION:</b>	<b>To approve a Warrant article for the annual town meeting for 95 Lawrence Road Community Housing.</b>
<b>PROPOSED MOTION:</b>  <b>Summary:</b>	<b>I move to approve the Community Preservation Committee Town Meeting Warrant Article regarding 95 Lawrence Road Community Housing as presented at tonight's meeting.</b>
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____

**ARTICLE \_\_\_: Community Preservation – 95 Lawrence Rd. Community Housing**

To see if the Town will vote, pursuant to MGL c.44B, to appropriate from the Community Preservation Fund Fiscal Year 2024 Projected Surcharge revenues and the Budget Reserves a sum of \$1,000,000 to contribute to the cost of, and thereby support, the construction of 46 community housing units at 95 Lawrence Road by the Preservation of Affordable Housing (POAH) and the Community Development Partnership (CDP) and to authorize the Selectboard to enter into a grant agreement to set forth the terms and conditions thereof, or do or act anything thereon.

(Requested by the Community Preservation Committee)

**Selectboard:** Recommends

**Finance Committee:** Recommends

**Community Preservation Committee:** Recommends 9-0

**Affordable Housing Authority:** Recommends

**Housing Partnership:** Recommends

**SUMMARY:** The main goal of community housing planned across the street from the Wellfleet Elementary School at 95 Lawrence Rd. is to provide 46 units of equitable and affordable housing for a range of household types in Wellfleet’s community. It is meant to serve families, seniors and individuals who are working for or living on modest incomes. Initial residents from the low Area Median Income (AMI) up to workforce AMI will be chosen by lottery with the potential of a first-round draw offering preference to some Wellfleet applicants. Thereafter, rental units become available to future residents through placement on a waiting list.

An upper village, designed with 2- and 3-bedroom townhouses in the mid-century modern architectural style, will have a community building with a laundry and storage areas. Outside amenities include a play area and plans for a community garden. A driveway and walkway will connect to the lower village at the corner of Lawrence and Long Pond Roads. The lower village will offer sixteen 1-bedroom rental units and a laundry.

Everything has been planned with environmental sustainability and minimal impact on the surroundings. Landscaping will be left natural with nothing manicured. Solar panels will be installed on the roof tops for a goal of net zero energy consumption. A planned on-site wastewater treatment system will be shared with the Wellfleet Elementary School and the Wellfleet Police and Fire Departments.

POAH will be responsible for the ongoing maintenance of 95 Lawrence Rd. with a property manager available on the site. The property will remain affordable in perpetuity.





## SELECTBOARD

AGENDA ACTION REQUEST  
Meeting Date: December 20, 2022

VI

### BUSINESS

~ C ~

<b>REQUESTED BY:</b>	<b>Town Administrator</b>
<b>DESIRED ACTION:</b>	<b>To review the draft RFP for Maurice's Campground</b>
<b>PROPOSED MOTION:</b>  <b>SUMMARY:</b>	<b>I move to approve the issuance of the draft RFP for 80 State Highway Wellfleet (Maurice's Campground) as presented at tonight's meeting.</b>
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____

**LEGAL NOTICE**  
**TOWN OF WELLFLEET**  
**REQUEST FOR PROPOSALS**  
**MAURICE'S CAMPGROUND**  
**LEASE**

The Town of Wellfleet is seeking sealed proposals under G.L. c.30B for the lease and operation of a family campground at 80 State Highway, Wellfleet, MA, which is commonly known as Maurice's Campground. The initial term of lease will be three years. The Town will hold the exclusive option to extend the lease for an additional three (3) year term as outlined in the Request for Proposals.

The leased premises consist of the former Maurice's Campground, which includes office building, full-hookup trailer sites, partial-hookup trailer sites, campsites, cabins, cottages, bathroom/shower facilities, 1 year-round home, store and propane filling station as described in the Lease Agreement associated with this RFP.

Specifications are available at the Town Administrator's Office, 300 Main Street, Wellfleet, MA 02667 or by calling to request them at (508) 349-0300 from 8 AM to 4:00 PM. Proposals may be submitted until **2 PM** on **8<sup>th</sup> day, February, 2023** at which time all bid proposals will be publicly opened. All proposals must be submitted in duplicate and placed in one (1) sealed envelope clearly marked: "PROPOSAL MAURICE'S CAMPGROUND NON-PRICE PROPOSAL" and one (1) sealed envelope clearly marked: "PROPOSAL MAURICE'S CAMPGROUND PRICE PROPOSAL."

The Town Administrator or designee(s) will evaluate the proposals, on or before February 16, 2023, and shall make a recommendation to the Wellfleet Selectboard, as the Awarding Authority. The award shall be made to the proposer determined to be the most advantageous taking into consideration both non-price and price factors as set forth in this Request for Proposals.

The Town of Wellfleet reserves the right to reject any and all proposals when it is deemed to be in the best interest of the Town.

Richard J. Waldo  
Town Administrator

TOWN OF WELLFLEET  
REQUEST FOR PROPOSALS  
LEASE OF MAURICE'S CAMPGROUND

**SECTION I                      GENERAL**

The Town of Wellfleet (the "Town") requests proposals to lease the property located at 80 State Highway, Wellfleet, MA for the purpose of operating a family campground. Proposals shall be received no later than **2 p.m. on the 8<sup>th</sup> day, February, 2023** in the Office of the Town Administrator, Wellfleet Town Hall, 300 Main Street, Wellfleet, Massachusetts 02667.

This solicitation is being conducted in accordance with the provisions of Massachusetts General Laws Chapter 30B, and the lease shall be awarded in accordance with the requirements of the Request for Proposal.

**SECTION II                      BACKGROUND**

The Town acquired the property located at 80 State Highway, Wellfleet, MA, which is the site of Maurice's Campground.

Since the 1950's Maurice's Campground has been a family-owned and operated campground located on route 6 in South Wellfleet, adjacent to the Cape Cod National Seashore and the Cape Cod Rail Trail. It has been providing lodging to tourists, seasonal workers, and displaced residents on the Outer Cape each summer and has developed a very loyal clientele. Maurice's added a store in the 1970's which provides convenient groceries and propane refilling services.

The 21-acre site has campsites suitable for tents, tent trailers, trailers, and RVs. The sites are rented for the full season. There are campsites without hook-ups, 40 with Water and Electric hook-ups, and 120 with full Water, Electric and Sewer hook-ups. In addition, there are 7 cabins and 4 cottages and 1 year-round house.

The long-term vision for this property is to ensure that Wellfleet continues to be a vibrant and inclusive community long into the future, offering housing for residents of all ages, at all levels of income. In its current configuration as a campground this property offers much needed affordable housing for residents, workers and visitors.

The RFP process is intended to determine the most qualified candidate to lease and operate the campground.

**SECTION III                      TERM OF LEASE**

The term of the lease is three (3) years, commencing on \_\_\_\_\_ **1, 2023 and expiring on \_\_\_\_\_, 2026.** The Town shall have the option, to be exercised in the Town's sole discretion, to extend the lease for an additional three (3) year period.

## SECTION IV

## KEY DATES FOR THIS PROPOSAL

<u>December 22, 2022</u>	RFP advertised
<u>December 28, 2022</u>	RFP issued
<u>January 17, 2023</u>	Pre-Bid/Walk through meeting (not mandatory but encouraged) 80 State Highway Rt. 6 at 11am (Snow Date 1/23/23)
<u>February 8, 2023</u>	Proposals due no later than 2:00 p.m. Office of Town Administrator, Wellfleet Town Hall
<u>February 21, 2023</u>	Anticipated Award to winning bidder
<u>March 1, 2023</u>	Lease/Operations Commence

## SECTION V

## PROPOSAL INSTRUCTIONS

### A. INSTRUCTIONS

1. Attention of all proposers is directed to Chapter 30B of the General Laws of the Commonwealth of Massachusetts and to all other applicable sections of the General Laws as most recently amended which govern the award of this Lease.
2. All proposals shall be submitted to the Town Administrator, Wellfleet Town Hall, 300 Main Street, Wellfleet, Massachusetts 02667 on or before the date and time stated in the Legal Advertisement.
3. All proposals must be submitted in **duplicate** and placed in one (1) sealed envelope clearly marked: "PROPOSAL MAURICE'S CAMPGROUND NON-PRICE PROPOSAL" and one (1) sealed envelope clearly marked: "PROPOSAL MAURICE'S CAMPGROUND PRICE PROPOSAL." Proposals must be received per the time frame outlined in the Legal Advertisement. It is the sole responsibility of the proposer to ensure that the proposal arrives on time and at the designated place.
4. Proposals shall provide all the information required in this Request for Proposals and the attached forms, and may include additional information such as narrative summaries, business brochures, letters of recommendation, etc.
5. The proposals shall be opened publicly by the Town Administrator in the presence of one or more witnesses on **8<sup>th</sup> day, February 2023 at 2 p.m.** The evaluation of the Non-Price Proposals will be conducted by the Town Administrator. The judgment of the Town Administrator based upon the

evaluation criteria set forth in this RFP shall be final. The recommendations of the Town Administrator will be forwarded to the Selectboard. Award of a lease shall be made to the most advantageous proposer taking into consideration both price and non-price factors and as determined to be in the best interests of the Town.

6. All proposals shall be in ink or typewritten and must be completed according to the instructions contained herein and in the format required in Exhibit B. The Proposal shall be signed by the proposer in ink. In the case of an organization, firm, partnership, or corporation, the person signing the Proposal shall provide evidence of his/her authority to execute the Proposal on behalf of the proposer.
7. It is understood that the Proposal shall remain valid for 90 days past the submission deadline, unless extended by mutual agreement.
8. It is understood that the proposer has submitted the Proposal in good faith and has not colluded with any other individuals, firms, or corporations in creating the proposal to subvert the bidding process. See Certification of Good Faith attached (Exhibit C).
9. The Town reserves the right to reject any and all proposals if it is the interests of the Town to do so. The Town also reserves the right to waive any minor informalities or omissions and may request proposers to provide supplementary information to assist the Town in its evaluation of the proposal.
10. Any lease resulting from this RFP shall be awarded to the proposer whose Proposal is deemed to be the most Highly Advantageous to the Town. The Town alone will be the sole judge in determining whether a proposal satisfies the requirements of this RFP and whether or not the Proposal will prove advantageous to the Town. The selected proposer will enter into a Lease Agreement, which shall constitute the entire agreement between the parties. The lease must be signed within 7 days after award to the successful proposer.
11. It is anticipated that all proposers should be notified of the Town's decision within 30 days of the date proposals are due. In no case will the award be made beyond 90 days unless the proposer agrees to extend the period of time in which the proposal is valid.

## **SECTION VI PROPOSAL REQUIREMENTS**

### **A. MINIMUM REQUIREMENTS**

The Town may reject proposals which do not meet the following certain minimum requirements:

1. Three years' experience in the campground business.
2. If the proposer is a business or corporation, the proposal must be signed by an agent of the company who has authority to bind the company to a firm bid price.
3. The proposer must complete the attached Exhibits A through H.

## **B. TECHNICAL SCOPE OF SERVICES**

Proposer will operate and maintain a family friendly, clean and orderly campground at 80 State Highway, Wellfleet, Massachusetts.

It is a requirement of the campground to be open for business seven (7) days a week for the months of May through November at a minimum.

The Manager or Designee must be present on-site as set forth in the lease agreement to insure the proper management of the campground.

The proposer will be solely responsible for any and all costs relating to the operation and maintenance of the Leased Premises up to \$5,000 per work item, including, but not limited to, the costs of utilities, equipment, materials, supplies, repairs, taxes, licensing fees, attorney's fees, all food items, housekeeping supplies, and printing/advertising. The successful proposer shall be responsible under the terms of the lease to award and undertake required work (including without limitation repair and maintenance items) in accordance with all applicable laws and regulations, including without limitation chapters 7C, 30, 30B and 149 of the Massachusetts General Laws, as amended, and all other applicable procurement and bidding laws.

Prevailing wage rates as determined by the Commissioner of the Massachusetts Department of Labor and Workforce Development under the provisions of sections 26 to 27G of chapter 149 of the Massachusetts General Laws, as amended, apply to all work to undertaken by the successful proposer pursuant to the lease. The schedule of applicable prevailing wage rates, together with a certificate of compliance therewith, are set forth in Exhibit J herein.

In addition, the proposer is responsible for cleaning the campground and any buildings thereon, and trash collection/disposal in compliance with the standards required by the Town and its Board of Health and all other requirements for necessary licenses and permits to operate the campground.

## **C. FINANCIAL SECURITY**

The successful proposer will be required to provide a security deposit of cash or performance bond in the amount of \$5,000 at the time that the lease is signed. With the non-price proposal, evidence must be submitted that security in that amount can be provided to the Town.

All proposers must complete and submit the Lease Payment Form shown as Exhibit A in this package.

**Only the price proposal should include the specific information concerning the compensation the Town will receive from the proposer.**

## **D. NON-PRICE PROPOSAL**

All proposers must supply each of the following items and clearly structure and label the Proposal as outlined in Exhibit B:

- 1) Cover Letter, address and telephone number signed in ink by someone authorized to sign such documents.
- 2) Written commitment to assume responsibility for renovations, repairs and to maintain the premises in a safe and sanitary condition. Demonstrated ability to be able to maintain the premises and grounds on a regular basis and make improvements and repairs throughout the duration of the Lease. Commitment to monitor the leased premises and condition of its facilities throughout the lease term.
- 3) Submit Bank references, including Contact Person, Telephone #, Account #, and permission letter to request information.
- 4) Submit résumés for all principals and three (3) letters of reference.
- 5) Lessee must be at least 18 years of age and must be able to perform the core functions of the position, including walking, lifting, and performing all physical activities necessary to operate and maintain a campground, which include mowing grass and snow removal. Lessee shall be subject to a CORI background check by the Town in order to qualify for award of the lease.
- 6) Submit a Disclosure Statement for Acquisition or Disposition of Real Property (Exhibit H).

**E. ADDITIONAL NARRATIVE INFORMATION**

The proposer will also submit information regarding proposer's experience operating campgrounds, hotels or other hospitality businesses. A full and accurate disclosure of any issues concerning public health, public safety and criminal histories is required to show the proposer has a demonstrated clean record in accordance with business operations of this nature.

**SECTION VII PROPOSAL EVALUATION**

The evaluation process will include each proposal being reviewed by the Town Administrator and/or his designee(s). Those proposals that meet all of the minimum requirements, as outlined in this RFP, and are determined to be both responsive (those that offer all of the services requested in the RFP and contain all of the required information and forms properly completed) and those that are responsible (those with the capability, integrity, and reliability to perform) will be further reviewed using the comparative criteria outlined in this section.

The Town Administrator and/or his designee(s) will use the comparative criterion for each separate rating area, and based upon those criteria, will assign an overall rating to each proposal as permitted under Chapter 30B. Each of the criterion contain ratings of:

**Not Advantageous**  
**Advantageous**

## **Highly Advantageous**

The Town reserves the right to award the lease to the responsive and responsible proposal which best meets the Town's needs, taking into account proposal quality and price.

**Minimum Evaluation Criteria** — *Failure to meet the following minimum evaluation criteria may result in immediate rejection of the proposal.*

1. **Minimum Requirements**: Proposers shall meet the minimum requirements in Section VI- A.

## **Comparative Evaluation Criteria**

2. **Years of Experience**

Proposer should demonstrate in the proposal the history of its experience. Clearly define and qualify the experience operating and maintaining campgrounds.

**Not Advantageous**- Less than three (3) years experience in managing and providing campground or other significant related service or a record of poor maintenance history.

**Advantageous** - between three (3) and seven (7) years experience in managing and providing campground or other significant related service and a maintenance history only showing minor issues.

**Highly advantageous** – eight (8) or more years work experience in managing and providing campground or other significant related service and a maintenance history showing insignificant issues.

3. **Response to Scope of Services (Section VI - B)**:

**Not Advantageous**- Proposal is vague; Town is unable to determine if it is consistent with expressed needs or project intent. No specific response to the requirement of management on site as outlined in the lease agreement.

**Advantageous**-Proposal was adequate, appeared consistent with project intent and responded to needs expressed by the Town in all areas, but response regarding the status of the management on site, as required in the lease agreement, is vague, misleading or incomplete.

**Highly Advantageous**- Proposal was very thorough, appeared consistent with project intent, and responded to needs expressed by the Town in all areas. Management will meet the stated onsite requirements as outlined in the lease agreement.

4. **Response to request for information concerning Health and Safety track record as found in (Section VI. E) Additional Narrative Information**



**Not Advantageous** - Response does not compel reviewer to believe the proposal reflects that provider is able to perform in a manner acceptable to the Town.

**Advantageous**- Response adequately meets criteria for responsiveness. Health and safety records show that there is a minimal number of violations, but does not show a pattern that suggests there are any specific problems or recurrent trends.

**Highly Advantageous**- Response exceeds requirements. The information provided shows a current and clean record with no violations. Proposal reflects that provider is able to perform in a manner acceptable to the Town.

## 5. Credit Reference

The Town, in selecting a campground lessee/operator, must demonstrate to the community that it values doing business with individuals or companies that are in good standing with other businesses in the community.

**Not Advantageous** - Applicant with Credit References rated with poor payment history or poor business relations.

**Advantageous** - Credit references that generally suggest a solid track record in both payment history and business dealings.

**Highly Advantageous** - Credit references that show a consistent track record of excellent business dealings and a strong payment history.

## SECTION VIII INSURANCE AND INDEMNITY

The Proposer shall defend, indemnify, and hold harmless the Town from and against all loss or damage occasioned by the use or misuse of the Premises, and against all reasonable costs, expenses and liability incurred in or in connection with any claim or proceeding related to the Proposer's occupation of the Premises or operation of the campground, including attorneys' fees.

The Proposer shall carry and maintain during the duration of the lease, insurance, naming the Town as additional insured, as provided in Exhibit G.

## SECTION IX NOTICES

Any notice from the proposer to the Town relating to the lease shall be delivered to the Town Administrator at the address set forth above.

**SECTION X**

**FORMAT OF RESPONSE**

To assure consistency, proposals should conform to the sample format and references as shown in Exhibit B through H. Failure to submit a proposal in the format found in Exhibit B may be grounds for determining the proposal to be non-responsive.

DRAFT

**EXHIBIT A**

**Lease Payment Form**

The proposer agrees to pay the Town of Wellfleet annual lease payments in the following amounts. Payments will be in accordance with Section VI-C of this RFP.

	<u>Annual Lease Payment</u>
1st Year	\$ _____ .00
2 <sup>nd</sup> Year	\$ _____ .00
3 <sup>rd</sup> Year	\$ _____ .00
<b>TOTAL</b>	\$ _____ .00
First Year Renewal Option	\$ _____ .00
Second Year Renewal Option	\$ _____ .00
Third Year Renewal Option	\$ _____ .00

The Selectboard reserves the option as Awarding Authority to renew the Lease Agreement for up to one (1) additional three (3) year term, and may initiate the process at least ninety (90) days prior to the expiration of the Lease Agreement. Proposer should provide Annual Lease Payments for the renewal term with the original proposal, in space provided above. The Selectboard reserves the right to negotiate the renewal price, should it be deemed to be in the best interest of the Town at the time of renewal.

The renewal option has been properly advertised as a reference on the Legal Advertisement for disposition through lease of Town owned real property in accordance with the provisions of M.G.L., Chapter 30B, Section 16.

This Proposal must bear the written signature of the PROPOSER or an authorized agent of the PROPOSER bidding on this lease. If the PROPOSER is a corporation or by an officer and the title of such officer must be stated on the Corporate Resolution letter (Exhibit F).

**Proposer's Signature:** \_\_\_\_\_

**Date Signed** \_\_\_\_\_

DRAFT

**EXHIBIT B**

**NON-PRICE PROPOSAL - REFERENCE TABLE**

**A. Section Reference in Request for Proposals:**

- 1. Cover Letter (see Section VI. D.)**
- 2. Qualifications and Experience including resumes (see Section VI. D.)**
- 3. Financial Information (see Section VI. D.)**
- 4. Letter of Acknowledgment (see Section VI. A.)**

**B. Exhibits A through J**

- A. Lease Payment Form**
- B. Non-Price Proposal – Reference Table**
- C. Certification of Good Faith**
- D. Tax Compliance Certification**
- E. Equipment Provided by the Town of Wellfleet**
- F. Corporate Resolution**
- G. Town of Wellfleet Insurance Requirements**
- H. Disclosure Statement Acquisition or Disposition of Real Property**
- I. Lease Agreement**
- J. Prevailing Wage**

**EXHIBIT C**

**TOWN OF WELLFLEET**

**CERTIFICATION OF GOOD FAITH**

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity or group of individuals.

\_\_\_\_\_  
Signature of individual submitting bid or proposal

\_\_\_\_\_  
Name of business

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Date

**EXHIBIT D**

**TAX COMPLIANCE CERTIFICATION**

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I, the undersigned, authorized signatory for the below named contractor/vendor, do hereby certify under the pains and penalties of perjury that said contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

\_\_\_\_\_  
Signature

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

Name: \_\_\_\_\_  
(Print Name)

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

Contractor/Vendor: \_\_\_\_\_

## **EXHIBIT E**

### **Equipment provided by the Town of Wellfleet**

- 1 Golf cart
- Lawn mower (sit down): 1
- Lawn mower (push): 2
- Weed whackers
- Shovels
- Air compressor
- Cabins and Cottages
  - Linen
  - Beddings
  - TV
  - Air conditioners
  - Kitchen and pantry supplies
- Store
  - 2, 10' X 12' walk-in coolers.
  - 8 foot deli case,
  - 2 standup 2 door glass coolers
  - 1- 2 door Glass freezer
  - Meat slicer,
  - 2 refrigerated sandwich units
  - 2 cash registers
  - small microwaves,
  - electric toasters
  - utensils used in deli prep

All of the above equipment shall remain the property of the Town and shall be maintained by the Lessee.



**EXHIBIT F**

**CORPORATE RESOLUTION**

At a duly authorized meeting of the Board of Directors of \_\_\_\_\_  
(Name of Corporation)

held on \_\_\_\_\_ it was VOTED that:  
(Date)

\_\_\_\_\_  
(Name) (Title)

of this corporation, be and he/she hereby is authorized to submit bids and proposals, execute contracts, deeds and bonds in the name and on behalf of said corporation, and affix its corporate seal thereto; and such execution of any contract, deed or obligation in this corporation's name on its behalf by such \_\_\_\_\_ under seal of the company, shall be valid and binding upon this corporation.

A True Copy,

ATTEST: \_\_\_\_\_

TITLE: \_\_\_\_\_

PLACE OF BUSINESS: \_\_\_\_\_

DATE OF THIS CERTIFICATE: \_\_\_\_\_

I hereby certify that I am the clerk of the \_\_\_\_\_  
(Corporation)

that \_\_\_\_\_ is the duly elected \_\_\_\_\_ of  
(Name) (Title)

said corporation, and that the above vote has not been amended or rescinded and remains in full force and effect as of the date of this Certification.

\_\_\_\_\_  
(Clerk)

CORPORATE SEAL:  
**EXHIBIT G**

INSERT INSURANCE REQUIREMENTS

DRAFT

**EXHIBIT H  
DISCLOSURE STATEMENT  
ACQUISITION OR DISPOSITION OF REAL PROPERTY**

For acquisition or disposition of Real Property by \_\_\_\_\_ the undersigned does hereby state, for the purposes of disclosure pursuant to Massachusetts General Laws, Chapter 7, section 40J, of a transaction relating to real property as follows:

- (1) REAL PROPERTY DESCRIPTION: \_\_\_\_\_
- (2) TYPE OF TRANSACTION: \_\_\_\_\_
- (3) SELLER(S) or LESSOR(S): \_\_\_\_\_
- (4) PURCHASER(S) or LESSEE(S): \_\_\_\_\_
- (5) Names and addresses of all persons who have or will have a direct or indirect beneficial interest in the real property described above:

<u>NAME</u>	<u>RESIDENCE</u>
_____	_____
_____	_____
_____	_____

- (6) None of the above mentioned persons is an employee of the Division of Capital Asset Management or an official elected to public office in the Commonwealth except as listed below.
- (7) This section must be signed by the individual(s) or organization(s) entering into this real property transaction with the public agency named above. If this form is signed on behalf of a corporation or other legal entity, it must be signed by a duly authorized officer of that corporation or legal entity. The undersigned acknowledges that any changes or additions to items 3 and or 4 of this form during the term of any lease or rental will require filing a new disclosure with the Division of Capital Asset Management and Maintenance within thirty (30) days following the change or addition.

The undersigned swears under the pains and penalties of perjury that this form is complete and accurate in all respects.

Signature: \_\_\_\_\_ Title: \_\_\_\_\_  
Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

**EXHIBIT I  
LEASE AGREEMENT**

DRAFT

**EXHIBIT J**  
**PREVAILING WAGE SCHEDULE**

838351/WELL/0001

DRAFT

**AGREEMENT OF LEASE**

This AGREEMENT OF LEASE, made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the **TOWN OF WELLFLEET**, a municipal corporation organized under the laws of the Commonwealth of Massachusetts, by its **SELECTBOARD**, with offices at 300 Main Street, Town Hall, Wellfleet, Massachusetts 02667, hereinafter called the **LESSOR**, and \_\_\_\_\_, with an address of \_\_\_\_\_ (ADDRESS), hereinafter called the **LESSEE**.

WHEREAS, the LESSOR, as owner of parcel of real estate, with improvements thereon, located at 80 State Highway, Wellfleet, and known as Maurice’s Campground (the “Premises”), is seeking a person(s) to reside at the Premises and to operate and maintain a family campground; and,

WHEREAS, the LESSEE is desirous of leasing the Premises to operate a family campground for a three (3) year period with one three (3) year option to extend to be offered at the sole discretion of the LESSOR, and the LESSOR is willing to lease said property to said LESSEE.

NOW THEREFORE, the parties agree as follows:

**1. PREMISES**

**1.1:** The Premises are located at 80 State Highway, Wellfleet, MA, which consists of an office building, 168 full-hookup trailer sites, 46 partial-hookup trailer sites, 16 campsites, 5 cabins, 4 cottages, bathroom/shower facilities, 1 year-round home (Lessee to honor existing lease for 3 years), store and propane filling station. Use of Community Preservation restricted area shall not be occupied or used without the consent of the LESSOR, see sketch on appendix #.

**2. TERM**

**2.1:** The term of this lease shall be for three (3) years, commencing \_\_\_\_\_, 2023 and terminating on \_\_\_\_\_, 2026.

**2.2:** The right to exercise one three (3) year option beyond the term of lease will rest solely with the LESSOR. Notice to exercise the option will be made in writing 90 days prior to the expiration of the Lease.

**2.3:** The LESSEE will have the right to exercise the option if they choose to do so, after it has been offered by the LESSOR. The acceptance of the option, after given to the LESSEE must be confirmed 60 days prior to the expiration of the Lease.

**3. RENT**

**3.1:** The LESSEE agrees to pay the LESSOR the sum of

Annual Lease Payment

1 <sup>st</sup> Year	\$ _____
2 <sup>nd</sup> Year	\$ _____

3 <sup>rd</sup> Year	\$ _____
<b>TOTAL</b>	\$ _____
First Year Renewal Option	\$ _____
Second Year Renewal Option	\$ _____
Third Year Renewal Option	\$ _____

**4. UTILITIES**

**4.1:** LESSEE agrees to pay for all utilities related to the Premises during the term of the Lease.

**4.2:** LESSEE agrees that the provision of the above utilities is subject to interruption due to any accident, to the making of repairs, alterations or improvements, to labor difficulties, to trouble in obtaining fuel, electricity, service or supplies from the sources from which they are usually obtained for said building, or to any cause beyond the LESSOR'S control.

**5. TAXES**

**5.1:** The LESSEE shall be responsible for all taxes attributable to the operation of the campground and occupancy of the Premises.

**6. SECURITY DEPOSIT**

**6.1:** LESSEE shall tender the LESSOR a security deposit in the amount of Five Thousand (\$5,000.00) Dollars upon the execution of this Lease, to be paid by a certified check.

**6.2:** Said security deposit shall be held by LESSOR in a separate interest-bearing account as security for the LESSEE'S performance under this Lease. At the LESSOR'S sole option, said security deposit may be used by the LESSOR to fulfill any of LESSEE'S obligations under this Lease which LESSEE fails or refuses to fulfill, without prejudicing any other remedies available to LESSOR under this lease or at law.

**6.3:** Said security deposit shall be refunded to the LESSEE, along with accrued interest, at the end of the Lease, minus any and all deductions that LESSOR has made under Paragraph 6.2 above and further subject to LESSEE'S full compliance with the terms, conditions, provisions and covenants of this Lease.

**7. USE OF LEASED PREMISES**

**7.1:** The LESSEE shall use the leased premises solely for the purpose of operating a family campground under the terms and conditions set forth herein.

**7.2:** The LESSEE will not permit any disorderly conduct on the leased premises.

**7.3:** The LESSEE shall be solely responsible for any and all costs relating to

the operation of the leased premises including, but not limited to, the costs of equipment, materials, supplies, repairs, taxes, licensing fees, attorney's fees, insurance, office supplies, online reservation system fees, sanitation supplies, food service equipment rental, paper supplies, telephone service and printing/advertising costs.

**7.4:** It is expressly understood by the LESSEE that the LESSOR makes no guarantees or warranties concerning the condition of the Premises, which LESSEE leases from LESSOR "as is."

**7.5:** Smoking shall be expressly prohibited within structures on the leased premises.

## **8. COMPLIANCE WITH LAWS**

**8.1:** The LESSEE agrees to conduct its operation hereunder in strict compliance with all laws, bylaws, ordinances, rules and regulations of all federal, state, regional and local authorities as from time-to-time are applicable and the LESSEE will procure and pay for all licenses, certificates and permits necessary for the conduct of its operations or construction hereunder and shall pay all charges assessed under federal, state, regional and local statutes, bylaws, ordinances, rules and regulations insofar as they are applicable.

**8.2:** Failure of LESSEE to procure and maintain any and all necessary licenses and permits to operate a campground shall render this lease void.

**8.3:** The LESSEE acknowledges that no trade or occupation shall be conducted at the leased premises or use made thereof which will be unlawful, improper, noisy or offensive, or contrary to any state, federal, regional law or any municipal bylaw or ordinance in force in the Town in which the Premises are situated.

## **9. HOURS AND DAYS OF OPERATION**

Unless subsequently agreed upon in writing by and between the parties, and subject to the terms and conditions of any licenses which the LESSEE may hold, the LESSEE agrees to the following terms and conditions concerning days and hours of operation:

**9.1:** The LESSEE shall be open for business seven (7) days per week, except that said premises may be closed from \_\_\_\_\_ through \_\_\_\_\_.

**9.2:** The LESSEE agrees that it shall make no changes in the minimum dates of operation without the written consent of the LESSOR.

## **10. EQUIPMENT, FURNISHINGS AND FIXTURES**

**10.1:** Should the LESSEE determine that, in the conduct of its business under this Lease, it shall need, require or desire to add new or replace worn out equipment within the kitchen, or any other portion of the leased premises, the LESSEE shall request the permission of the LESSOR to place any such equipment on the leased premises, specifically noting the exact nature and size of the equipment desired together with the



cost of installation and maintenance thereof. The cost shall be borne solely by the LESSEE.

**10.2:** It shall be the responsibility of the LESSEE to provide inventories of any equipment provided by them to the leased premises.

**10.3:** All equipment provided by the LESSOR with this Lease per the attached inventory, shall remain the property of the LESSOR. Any equipment provided or purchased by the LESSEE shall remain the property of the LESSEE at the conclusion of the Lease term. The LESSOR shall be consulted prior to the disposal of any LESSOR owned equipment. The LESSEE shall accept the conditions of the equipment in the present condition.

**10.4:** In the event that any such equipment is damaged or destroyed, regardless of the cause therefore, it shall be the responsibility of the LESSEE to repair and/or replace such equipment. Any such equipment which the LESSEE replaces shall remain the property of the LESSOR upon the conclusion of the Lease term.

**10.5:** All equipment is required to be maintained in good, safe working order. An equipment repair to a single piece of equipment with a cost exceeding one thousand dollars (\$1,000) shall be presented to the LESSOR in the same manner as a proposal to purchase new equipment.

## **11. REPAIRS, MAINTENANCE AND OPERATIONS**

**11.1:** The LESSEE has inspected the leased premises, acknowledges that the premises are now in good order, and accepts them in the condition that they are now in.

**11.2:** The LESSEE shall, throughout the term of this Lease, at its own cost and without any expense to the LESSOR, keep and maintain the leased premises, as delineated in Paragraph 1 herein, in a good, sanitary and neat order, condition and repair, free of debris and any and all other foreign matters; and further, the LESSEE agrees that said area shall be cleared of any such foreign matters of debris immediately as such are, or may be, caused to exist and shall make any and all repairs necessary to keep said premises in a good and satisfactory condition.

**11.3:** The LESSEE shall not permit the leased premises to be damaged, stripped or defaced, nor suffer any waste.

**11.4:** The LESSEE shall not overload the electrical wiring serving the leased premises or within the leased premises and will install, at its own expense, but only after receiving the written approval of the LESSOR, any additional electrical wiring which may be required in connection with LESSEE'S business.

**11.5:** The LESSEE agrees to clean the leased premises on a daily basis or on a more frequent basis should the LESSOR determine that more frequent cleaning is required.

**11.6:** The LESSEE shall save the LESSOR harmless within the leased premises from all loss and damage occasioned by the use or escape of water or by the bursting of pipes, as well as from any claim or damage resulting from neglect in not

removing snow or ice from the roof of the buildings or from the sidewalks bordering upon the Premises so leased, or by any nuisance made or suffered on the leased premises. The LESSEE shall be responsible from any such loss or damage.

**11.7:** The LESSEE shall provide a written formal sanitation program which meets or exceeds the minimum requirements of all state, federal, municipal or other agencies authorized to inspect campgrounds.

**11.8:** The LESSEE agrees that it is further understood that the LESSEE shall be solely responsible for maintaining all furniture on the leased premises in a neat, clean and attractive condition at all times during the term, of this Lease.

**11.9:** The LESSEE shall award and undertake any work (including without limitation repair and maintenance items) required by this lease agreement in accordance with all applicable laws and regulations, including without limitation chapters 7C, 30, 30B and 149 of the Massachusetts General Laws, as amended, and all other applicable procurement and bidding laws. Prevailing wage rates as determined by the Commissioner of the Massachusetts Department of Labor and Workforce Development under the provisions of sections 26 to 27G of chapter 149 of the Massachusetts General Laws, as amended, apply to all work undertaken by LESSEE at the Premises.

**11.10:** It shall be the responsibility of the LESSEE for the repair and maintenance of all electrical and plumbing work that pertains to the function of the campground at the LESSEE's expense.

**11.11:** It shall be the responsibility of the LESSEE to pump out all the septic cesspools at the end of the summer season, and additionally during the summer as needed and/or as directed by the BoH or DEP. The LESSEE shall hire a licensed septic contractor to perform such work at the LESSEE's expense.

**11.12:** It shall be the responsibility of the LESSEE to clean all bathroom and showers daily.

**11.13:** It shall be the responsibility of the LESSEE to comply with any determinations made by the Town regarding ingress, egress, safety, sanitation, and security, or impacts to Campground resources or values, or any determinations which may necessitate suspension of the Campground services.

**11.14:** It shall be the responsibility of the LESSEE to provide an online reservation system to Campground customers.

**11.15:** It shall be the responsibility of the LESSEE to submit to LESSOR for approval any payment rate and schedule that will be charged to Campground customers.

**11.16:** Upon the written request of the LESSEE or upon the failure of the LESSEE to perform necessary repairs and maintenance, and at the sole discretion of the LESSOR, LESSOR may undertake repair or maintenance of the leased premises. In the event that LESSOR, at its sole discretion, elects to undertake any such repair or

maintenance, LESSEE shall bear the full cost for said repair or maintenance, including, but not limited to, the cost for labor and materials. Failure of the LESSEE to pay for the full cost of said repair and maintenance within ten (10) days of being billed for same, shall constitute grounds for the termination of this lease agreement.

## **12. ALTERATIONS**

**12.1:** The LESSEE shall not make any structural alterations or additions to the leased premises, but may make non-structural alterations provided the LESSOR consents thereto in writing.

**12.2:** All such allowed non-structural alterations shall be at LESSEE'S expense and shall be of such quality at least equal to the present construction.

**12.3:** Any alterations or improvements made by the LESSEE shall become the permanent property of the LESSOR at the termination of occupancy as provided herein.

**12.4:** No signs shall be installed by LESSEE without the prior written consent of the LESSOR as to the size, type, design and location of said sign. If LESSEE either proceeds without the prior written consent of the LESSOR or installs a sign that does not conform with the specifications approved by the LESSOR, the LESSOR may enter the leased premises to remove any such unauthorized sign and to restore the Premises to their former condition. The LESSOR shall bill the LESSEE for any and all costs incurred in removing any such unauthorized sign.

**12.5:** The LESSEE shall not permit any mechanics, liens or similar liens, to remain upon the leased premises for labor and material furnished to the LESSEE or claimed to have been furnished to the LESSEE in connection with work of any character performed or claimed to have been performed at the direction of the LESSEE and shall cause any such lien to be released of record forthwith without cost to the LESSOR.

**12.6:** Prior to the commencement of any nonstructural alterations for which the LESSEE has received the LESSOR'S written approval, the LESSEE shall obtain the LESSOR'S consent as to the date and time of the proposed work to assure that such work does not interfere with any other of the LESSOR'S activities.

## **13. LIGHTING**

**13.1:** The LESSEE shall, at its sole expense, repair or replace as may be required, all electrical or incandescent light bulbs or fluorescent tubes or other lighting devices located within the leased premises.

## **14. REFUSE DISPOSAL AND TEMPORARY STORAGE OF RECYCLABLES**

**14.1:** The LESSEE shall be responsible for all disposal and removal of trash related to the operation of the campground. Such responsibility shall include trash disposal and removal from the leased premises. The grounds shall be maintained in a neat and clean condition, free of all debris and other foreign matter.

**14.2:** The LESSEE shall deposit its trash in a dumpster. The LESSEE shall deposit said trash on a regular basis so that no refuse will be allowed to accumulate so as

to constitute a fire or health hazard within the leased premises or to create an unsightly appearance on the leased premises.

**14.3:** LESSEE agrees to pay charges for a dumpster for trash collection.

**14.4:** The LESSEE shall provide appropriate receptacles for temporary storage of recyclable materials, including, but not limited to, cans and bottles. Said receptacles shall be appropriately designed and constructed to handle the types of recycled materials stored therein. Containers must be made of rodent-proof material, such as metal or plastic, and of sufficient strength to bear the weight of stored material without cracking or breaking and to resist puncturing by normal deposit of materials.

**14.5:** Receptacle construction and placement must pose no danger to the public, and shall comply with all building and fire codes. Receptacles shall be topple proof at full load. Prior to the installation of any such receptacles, LESSEE shall obtain prior written approval for the proposed design and location of said receptacles.

**14.6:** The area surrounding the receptacles for temporary storage of recyclable materials shall be maintained in a clean and sanitary manner at all times. No recyclable materials shall be allowed to accumulate around any receptacle or to overflow from any receptacle.

## **15. LESSOR'S ACCESS**

**15.1:** The LESSOR or agents of the LESSOR may, at all reasonable times, enter upon the leased premises for the purpose of access to common areas in and around the leased premises.

**15.2:** The LESSOR or agents of the LESSOR may, at all reasonable times, enter to view and inspect the leased premises, conduct tests, take measurements and make repairs and alterations as the LESSOR should elect to do and may show the leased premises to others.

## **16. RECORDS AND REPORTS**

**16.1:** The LESSEE shall and hereby agrees to conduct the business of the campground, to collect all receipts and pay all expenses associated therewith, to maintain all records required by law, and, on a monthly basis, on or before the 10<sup>th</sup> day of the following month, to turn over to the LESSOR, all records of the reservations, gross sales and expenses of the business in an electronic format acceptable to LESSOR.

**16.2:** The term "gross sales" is the entire amount of actual funds collected, whether wholly or partly for cash or on credit, of all receipts of all business conducted in or from the leased premises, including all deposits not refunded to tenants at the Premises. There shall be excluded from "gross sales" any sums collected and paid out for any sales tax or tax based upon the sale or sales of merchandise and required by law, whether now or hereafter in force, to be paid by the LESSEE or collected from the tenants, to the extent that such taxes have been added to and included in the gross sales price.

**16.3:** The LESSEE shall submit to the LESSOR in a reasonable amount of time, not to exceed ninety (90) days following the end of the first twelve months of this Lease, at the place then fixed for the payment of rent, a Review-type Financial Statement and a certification that all taxes, notes and vendor invoices are current, prepared and signed by a certified public accountant and signed by LESSEE, showing in reasonably accurate detail the amount of Gross Sales during the preceding lease year and fractional lease year, if any, and shall submit, in a reasonable amount of time, not to exceed ninety (90) days following the expiration or termination of the term, a like statement covering the preceding fractional lease year, if any.

## **17. INDEMNIFICATION OF LESSOR**

**17.1:** The LESSOR shall not be liable for any loss, injury, death or damage to persons or property which at any time may be suffered or sustained by the LESSEE or by any person whosoever may at any time be using or occupying or visiting the demised premises or be in, on or about the same, whether such loss, injury, death or damage shall be caused by or in any way result from or arise out of any act, omission or negligence of the LESSEE or of the LESSEE'S contractors, licensees, agents, servants, employees, occupants, sub-tenants, visitors, invitees, guests, or users of any portion of the premises, or shall result from or be caused by any accident, injury or damage or any other matter or thing whether of the same kind as or of a different kind than the matters or things set forth above, and the LESSEE shall indemnify and save harmless the LESSOR from and against all claims, liability, loss or damage whatsoever on account of any such loss, injury, death or damage during the term hereof in or about the leased premises.

**17.2:** The LESSOR shall not be liable to the LESSEE or to any other person for any injury, loss or damage to any person or property on or about the demised premises or the building of which the demised premises are a part or the approaches, sidewalks, patios or appurtenances thereto.

**17.3:** The LESSEE shall save the LESSOR, as owner of the demised premises, harmless and indemnified from and against all loss or damage occasioned by the use or misuse of the leased premises, including but not limited to any loss or damage due to water or any plumbing, heating or cleaning apparatus, gas or electric fixtures, leaking or bursting pipes or otherwise occasioned by any nuisance made or suffered by or from the demised premises.

**17.4:** This indemnity and hold harmless agreement shall include indemnity against all reasonable costs, expenses and liability incurred in or in connection with any such claim or proceeding brought thereon, and the defense thereof, including reasonable attorneys' fees.

**17.5:** The LESSEE shall pay to the LESSOR, on demand, for any damage caused to any portion of the leased premises incurred as a result of the LESSEE'S operation, and or occupancy, of the demised premises.

**17.6:** This Paragraph 17 shall survive the expiration or termination of this Lease.

## **18. INSURANCE**

**18.1:** The LESSEE shall carry and maintain during the duration of the Lease, insurance as specified below and in such form as shall protect LESSEE and any subcontractor performing work covered by this Lease, or the LESSOR, from all claims and liability for damages for bodily injury, including accidental death and for property damage, which may arise from operations under this Lease, whether such operations be by itself or by any subcontractor or by anyone directly or indirectly employed by either of them. Except as otherwise stated, the amount of such insurance shall be for each policy not *less* than:

\$2,000,000 General Aggregate  
\$2,000,000 Products/Completed Operations Aggregate  
\$1,000,000 Personal & Advertising Injury Limit  
\$1,000,000 Each Occurrence Limit  
\$100,000 Damage To Rented Premises  
\$5,000 Medical Expense (any one person)

All policies shall be so written so that LESSOR is listed as an additional insured and so that the LESSOR will be notified of cancellation or restrictive amendment. Certificates in triplicate from the insurance carrier stating the limits of liability and expiration date must accompany all bids. Such certificates shall not merely name the types of policies provided, but shall specifically refer to this Lease and Paragraph and the above paragraphs in accordance with which insurance is as required by such paragraphs of this Lease. The LESSEE shall maintain a public liability insurance policy on the Premises with coverage limits of not less than \$1,000,000.00 per person and \$3,000,000.00 per occurrence and the LESSOR shall be a named insured on said policy.

The LESSEE agrees, as a condition of this Lease, to provide to the LESSOR a certified copy of said insurance policy(ies), showing the LESSOR as a named insured, at the time of the execution hereof, and further the LESSEE agrees to provide verification of the continued existence of said policy(ies) at any time as such may be requested by the LESSOR. All such insurance certificates shall provide that such policies shall not be cancelled without at least thirty (30) days prior written notice to each insured named therein.

The LESSEE shall maintain an umbrella liability insurance in the amount of \$1,000,000. The Town shall be named as additional insured.

**18.2:** The LESSEE further agrees to maintain any and all worker's compensation insurance in accordance with the Massachusetts General Laws and to provide the LESSOR with proof of same within thirty (30) days of the execution of this Lease.

## **19. FIRE INSURANCE**

**19.1:** The LESSEE shall not permit any use of the leased premises which will make voidable any insurance on the property of which the leased premises are a part, or on the contents of said property, or which shall be contrary to any law or regulation from time to time established by the New England Fire Insurance Rating Association, or any similar body succeeding to its powers. The LESSEE shall, on demand, immediately remove said cause or reimburse the LESSOR for all extra insurance premiums caused by

the LESSEE'S use of the Premises.

## **20. ASSIGNMENT-SUBLEASING**

**20.1:** The LESSEE shall not assign or sublet the whole or any part of the leased premises without the prior written consent of the LESSOR which consent shall be at the sole and unconstrained discretion of the LESSOR. .

**20.2:** Any attempted assignment by LESSEE without the LESSOR's prior consent shall be void and shall, at the option of the LESSOR, terminate this Lease.

**20.3:** Neither this Lease nor the leasehold estate of LESSEE nor any interest of LESSEE hereunder in the leased premises or any buildings or improvements thereon shall be subject to involuntary assignment, transfer or sale or to assignment, transfer or sale by operation of law in any manner whatsoever, and any such attempted involuntary assignment, transfer, or sale shall be void and of no effect and shall, at the option of the LESSOR, terminate this Lease.

## **21. FIRE, CASUALTY**

**21.1:** Should a substantial portion of the leased premises be substantially damaged by fire or other casualty, the LESSOR may elect to terminate this Lease.

**21.2:** When such fire or casualty renders the leased premises substantially unsuitable for their intended use, the LESSEE may elect to terminate this lease if:

- (a) The LESSOR fails to give written notice within thirty (30) days of intention to restore the leased premises; or,
- (b) The LESSOR fails to restore the leased premises to a condition substantially suitable for their intended use within ninety (90) days of said fire or casualty.

**21.3:** The LESSOR reserves, and the LESSEE grants to the LESSOR, all rights which the LESSEE may have for damages or injury to the leased premises, except for damage to the LESSEE'S fixtures, property or equipment.

## **22. BANKRUPTCY**

**22.1:** If a petition shall be filed by or against the LESSEE under the Federal Bankruptcy Act or acts amendatory thereof or supplemental thereto, or if any assignment shall be made of the LESSEE'S property for the benefit of creditors, or if a receiver, guardian, conservator or other similar officer shall be appointed to take charge of all, or any portion of the LESSEE'S property by a court of competent jurisdiction, then, in any such case, the LESSOR lawfully may, immediately, or at any time thereafter, without the need of demand or notice, enter into and upon the demised premises or any part thereof in the name of the whole, repossess the same and expel the LESSEE and remove LESSEE'S goods, equipment and effects without being guilty of any manner of trespass and without prejudice to any remedies which might otherwise be used for arrears of monthly payments or preceding breach of covenant, and upon such entry this Lease shall be deemed terminated.

## **23. DEFAULT BY LESSEE**

**23.1:** In the event that the LESSEE shall default in the payment of any installment of rent or other sums herein provided for, and said default shall continue for ten (10) days, or if the LESSEE shall default in the observance or performance of any other of the LESSEE'S covenants, agreements or obligations hereunder, and such default shall continue for thirty (30) days after written notice thereof from the LESSOR to the LESSEE, or if the LESSEE shall be declared bankrupt or insolvent according to the law, or shall enter an assignment for the benefit of creditors, then the LESSOR shall have the right thereafter to enter and take complete possession of the leased premises pursuant to any process required by law and to terminate this Lease and/or remove the property of the LESSEE, without prejudicing any other remedies available under this Lease or at law, for arrears of rent or other damages.

**23.2:** The LESSEE shall indemnify the LESSOR against all loss of rent and other payments which the LESSOR may incur by reason of such termination during the residue of the term of this Lease or any extension thereof.

**23.3:** If the LESSEE shall default in the observance or performance of any conditions or covenants on LESSEE'S part to be observed or performed under or by virtue of any of the provisions of this Lease, the LESSOR, without being under any obligation to do so and without thereby waiving such default, may remedy such default for the account and at the expense of the LESSEE. If the LESSOR makes any expenditures or incurs any obligations for the payment of money in connection therewith, including, but not limited to, reasonable attorneys' fees in instituting, prosecuting or defending any action or proceedings, such sums paid or obligations incurred, with interest at the rate of twelve (12) percent per annum and costs, shall be paid to the LESSOR by the LESSEE forthwith as additional rent.

**23.4:** Failure on the part of the LESSOR to complain of any action or nonaction on the part of the LESSEE, no matter how long the same may continue, shall never be deemed to be waiver by the LESSOR of any of its rights hereunder.

**23.5:** No waiver at any time of any of the provisions hereof by the LESSOR shall be construed as a waiver of any of the other provisions hereof, and a waiver at any time of any of the provisions hereof shall not be construed as a waiver at any subsequent time of the same provisions. The consent or approval of the LESSOR to or of any action by the LESSEE requiring the LESSOR'S consent or approval shall not be deemed to waive or render unnecessary the LESSOR'S consent or approval to or of any subsequent similar act by the LESSEE.

**23.6:** No payment by the LESSEE or acceptance by LESSOR of a lesser amount than shall be due from LESSEE to LESSOR shall be treated otherwise than as a payment on account. The acceptance by the LESSOR of a check for a lesser amount with an endorsement or statement thereon, or upon any letter accompanying such check, that such lesser amount is payment in full shall be given no effect, and the LESSOR may accept such check without prejudice to any other rights or remedies which LESSOR may have against the LESSEE.

## **24. YIELDING UP THE PREMISES**



**24.1:** Upon the expiration or other termination of this Lease, the LESSEE shall yield up and deliver the leased premises and all keys, locks thereto, and other fixtures connected therewith, and all alterations and additions made to or upon the leased premises vacant and unencumbered, clean, neat, and in good condition. All equipment must be clean and operational and facilities clean.

**24.2:** The LESSEE shall, at the expiration or other termination of the Lease, remove all the LESSEE'S goods and effects from the leased premises (including, without hereby limiting the generality of the foregoing, all signs and lettering affixed or painted by the LESSEE, either inside or outside the leased premises).

**24.3:** In the event of the LESSEE'S failure to remove any of the LESSEE'S property from the Premises, the LESSOR is hereby authorized, without liability to the LESSEE, for loss or damage thereto, and at the sole risk of the LESSEE, to remove and store any of the property at the LESSEE'S expense or to retain same under LESSOR'S control or to sell at public or private sale, without notice, any or all of the property not so removed and to apply the net proceeds of such sale to the payment of any sum due hereunder, or to dispose of such property.

**25. NON-DISCRIMINATION**

**25.1:** The LESSEE covenants and agrees that it will not exercise or permit its officers, agent or employees to exercise any discrimination against any person because of race, sex, national origin, age, marital status, sexual orientation, disability or religion in the course of its use of the Premises or its operations at the leased premises.

**26. NOTICES**

**26.1:** Any notice from the LESSOR to the LESSEE relating to the leased premises or to the occupancy thereof, shall be deemed duly served if left at the leased premises addressed to the LESSEE or, if mailed to the leased premises by registered or certified mail, return receipt requested, postage prepaid, addressed to the LESSEE. Any notice from the LESSEE to the LESSOR relating to the leased premises or to the occupancy thereof, shall be deemed duly served, if mailed to the LESSOR by registered or certified mail, return receipt requested, postage prepaid, addressed to the LESSOR at the address set forth above or to such other address as either party may specify to the other by notice given as provided herein.

**27. SEVERABILITY**

**27.1:** If any provisions of this Lease shall to any extent be held invalid or unenforceable, the remainder of this lease shall not be deemed affected thereby.

**28. CONSTRUCTION OF LEASE**

**28.1:** This Lease shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Massachusetts. Certain provisions of the Massachusetts General Laws are applicable to lease agreements, public building improvements and the operation of campgrounds. All applicable

provisions of the Massachusetts General Laws are incorporated into the Lease as if fully set forth herein, and shall prevail over any conflicting provisions contained herein.

**29. MODIFICATION OF LEASE**

**29.1:** This instrument contains the entire agreement between the parties and supersedes all prior or contemporaneous oral or written agreements, and it may not be modified except in writing and signed by all parties.

**30. MISCELLANEOUS OBLIGATIONS OF LESSEE**

**30.1:** If the LESSEE'S operations hereunder cause or in any way bring about an increase in the LESSOR'S insurance premiums covering the Premises, the LESSEE shall pay the resultant increase. Any amounts due the LESSOR under this Paragraph shall constitute additional rent and shall be payable within thirty (30) days notice to the LESSEE.

**30.2:** The LESSEE shall not, during the term of this Lease, hire or employ on either a full-time or part-time basis, any employees of the LESSOR regardless of whether such employee of the LESSOR be full-time or part-time employees.

**30.3:** The LESSEE shall not, without the LESSOR'S prior written approval, refer to the LESSOR in any advertising, letterheads, bills, invoices or other printed matter.

**30.4:** The LESSEE shall be required during the term of this Lease to take such reasonable security precautions with respect to its operations at the leased premises as LESSOR, in its discretion, might from time to-time require.

**30.5:** LESSEE will have a named and approved manager onsite during the period of campground operations no less than 24 hours a day. For any other periods, the schedule shall be as mutually agreed upon between the LESSEE and LESSOR.

**30.6:** This Lease incorporates by reference any and all terms and conditions of the Request for Proposals issued by the LESSOR to the extent that they are not fully set forth herein.

**31. MISCELLANEOUS OBLIGATIONS OF LESSOR**

**31.1:** The LESSOR shall provide lessee with up to 32 hours of time with the previous owners of Maurice's Campground to learn the nuts and bolts of opening and closing the campground. Additional time with previous owners can be available at the LESSEE's expense at the rate of \$50 per hour.

**31.2:** The LESSOR shall promptly respond to lessee questions and concerns regarding maintenance and repairs.

**31.3:** The LESSOR shall review all proposed rate/fee changes submitted

by LESSEE in writing and may approve such changes in LESSORS's sole discretion within eight (8) weeks of the date of receipt of the submittal; provided however that such adjustment in the first lease year shall not exceed ten percent (10%) of the amount of the rate and fees charged at the Premises as of the date hereof, and in each subsequent lease renewal year thereafter such adjustment shall not exceed five percent (5%) of the then-applicable rate and fees charged at the Premises. LESSOR's failure to respond within such eight (8) week period shall not be deemed an approval of LESSEE's submittal.

31.4: The LESSOR shall pay for capital expenditures (see 6-year Capital Plan), and for approved individual repair items greater than \$5,000.

31.5: The LESSOR shall be responsible for the operation of the public water system

## 32. CAMPGROUND RULES

32.1: The LESSEE shall be solely responsible for enforcing all applicable laws, regulations, policies and rules with respect to the Premises, including without limitation the following:

- No pets allowed
- No campfires allowed
- Maximum 4 adults per site
- Quiet hours enforced between 10 PM and 8 AM
- No smoking in structures on premises
- No onsite pump-out of wastewater if the Wellfleet Board of Health (hereby referred to as **the Boh**) requires this
- No winter storage of boats or vehicles allowed
- Winter storage of privately owned trailers allowed for returning seasonal renters only

Executed as a sealed instrument this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

**LESSOR:  
TOWN OF WELLFLEET  
By its SELECTBOARD**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**FOR THE LESSEE:**

\_\_\_\_\_  
\_\_\_\_\_

838263/WELL/0001



## SELECTBOARD

AGENDA ACTION REQUEST  
Meeting Date: December 20, 2022

# VII

### BUSINESS

~ D - 1 ~

<b>REQUESTED BY:</b>	<b>Selectboard &amp; Will Sullivan, Harbormaster</b>
<b>DESIRED ACTION:</b>	<b>To approve the Wellfleet Marina's Capital Improvement Budget</b>
<b>PROPOSED MOTION:</b>	<b>I move to approve the Marina's 10-year Capital Improvement Budget as presented at tonight's meeting</b>
<b>SUMMARY:</b>	
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____

**TOWN OF WELLFLEET  
FY2024 TEN YEAR CAPITAL IMPROVEMENT PLAN**

Edit Date: November 18, 2022

Department	Project	BOS	FY2024	FY2025	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031	FY2032	FY2033
<b>1 Management Information</b>												
<b>Systems/Technology:</b>	a. General MIS Equipment & Software		\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000
	b. Munis Software Conversion			\$250,000								
<b>2 Shellfish Department:</b>												
	a. Fleet Replacement		\$42,000	\$46,200			\$50,000	\$50,000	\$50,000			
	b. Oyster Tumbler		\$12,000									
	c. Floating Upweller Nursery Project					\$36,557						
	d. 115 HP outboard motor for skiff				\$18,000							
	e. Twin 90hp outboard motor for barge								\$30,000			
	f. New workboat (20-yr replacement)							\$35,000				
<b>3 Recreation Department:</b>												
	a. Fleet Replacement - 15 Passenger Van			\$55,775								
	b. Resurface Tennis & Pickleball Courts - Bakers Field (?)		\$20,300		\$25,500							
<b>4 Council on Aging:</b>												
	a. COA Building Addition Feasibility Study		\$50,000									
	b. Extend walkway - one half mile through woods			\$280,000								
	c. Create Adult exercise equipment adjacent to toddler playground				\$150,000							
	d. Plans for addition to ACC building					\$400,000						
	e. Construction for addition to ACC building						\$4,000,000					
	f. Replace Transit Van							\$55,000				
<b>5 Beaches:</b>												
	a. Replace UTV				\$17,000							
	b. Replace ATV		\$11,000									
<b>6 Marina Department:</b>												
	a. Fleet Replacemnt		\$60,000			\$70,000						
	b. Outboard Motor Replacement			\$12,000	\$18,000						\$50,000	
	c. ATV Replacement			\$20,000			\$70,000					
	d. Marina Master Plan		\$200,000									
	e. Pier Camera System				\$15,000							
	f. Maintenance Dredge (Channel)		\$50,000					\$3,200,000				

Department	Project	BOS	FY2024	FY2025	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031	FY2032	FY2033
<b>7</b>	<b>Health , Conservation &amp; Bld:</b>											
	a. Purchase Permit Tracking Software System		\$225,000									
	b. Wastewater Planning & Permitting - Engineering Consulting		\$250,000	\$252,500	\$255,025	\$257,575	\$260,151	\$262,753	\$265,380	\$268,034	\$270,714	\$273,421
	c. Enhanced IA subsidies		\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000
	d. Sewer Expansion - Design						\$2,000,000					
	e. Wastewater Treatment Facility - TBD				\$30,500,000							
	f. Hybrid Design - Harbor, Duck Creek & Cove Watershed			\$2,000,000								
<b>8</b>	<b>Police Department:</b>											
	a. Fleet Replacement		\$130,000	\$65,000	\$65,000	\$130,000	\$70,000	\$70,000	\$140,000	\$75,000	\$75,000	\$150,000
	b. Police Equipment Project (Misc. Items)		\$50,000				\$50,000			\$50,000		
	c. Records/Dispatch Software			\$200,000								
	d. Replace ATV				\$40,000			\$40,000				\$50,000
	e. Replace AED					\$30,000					\$40,000	
	f. Record System Update								\$50,000			
<b>9</b>	<b>Fire Department:</b>											
	a. Replace Command Car								\$75,000			
	b. Replace Ambulance 99				\$400,000							\$450,000
	c. Basic Office/Training Furniture		\$28,000									
	d. Replace 4" supply hose				\$60,000		\$30,000				\$40,000	
	e. Replace Medical/Rescue Equip.		\$135,000	\$90,000						\$100,000	\$75,000	
	f. Replace Duty Truck (Sq. 80)											
	g. Radio Repeaters			\$80,000								
	h. Replace Ambulances 97 & 98		\$365,000					\$385,000				
	i. Replace SCBA bottles				\$150,000	\$200,000						
	j. Replace Forestry 90						\$85,000					
	k. Replace Tanker 96											\$400,000
	l. Replace Engine 95											
	m. Training room / EOC completion											
	n. Catwalk storage											
	o. Replace mobile data terminals		\$30,000			\$55,000	\$35,000			\$25,000		
	p. Recoat apparatus bays floor											
	q. Fire Prevention/Inspection vehicle					\$65,000						







	<b>7. Police Station</b>												
	a. Septic Upgrades (Title V/sewer connection) Cost/year TBD												
	b. Landscaping/Irrigation								\$50,000				
	<b>8. Sub-Station:</b>												
	a. Roof Replacement				\$25,000								
	b. Septic Upgrades (Title V/sewer connection) Cost/year TBD												
	<b>9. Recreation &amp; Bakers Field:</b>												
	a. Septic Upgrades (Title V/sewer connection) Cost/year TBD												
	b. Bathroom/Facility Upgrades								\$60,000				
	c. Baker Field Upgrade									\$800,000			
	<b>10. Beach Restrooms:</b>												
	a. Beach restroom replacement (White Crest)		\$350,000										
	b. Beach restroom replacement (LeCount)			\$450,000									
	c. Beach restroom replacement (Gull Pond)				\$225,000								
	d. Beach restroom replacement (Newcomb)					\$400,000							
	<b>11. Water Filling Stations:</b>												
	a. Library, Town Hall, Kendrich & Marina Buildings		\$25,000	\$25,000	\$25,000	\$25,000							





DEPARTMENT:

REQUESTED BY:

**Project Description & Objectives**

**PIER CAMERA SYSTEM**

**Project Need & Background**

The cameras at the Marina are barely functioning, most times they are not. We need a complete overhaul to bring this system to current standards with modern technology. The cameras protect millions of dollars worth of property as well as peoples livelihoods, not to mention protecting the town of many liabilities.

<b>Priority #</b>	<b>of Projects Submitted</b>	<b>Priority #</b>	<b>for Fiscal Year</b>
<input type="text" value="2"/>	<input type="text" value="2"/>	<input type="text" value="2"/>	<input type="text" value="2026"/>

**Degree of Urgency (check all that apply)**

- Legislation: required by state or federal legislation or regulation
- Hazard: removes an obvious or potential hazard to public health or safety
- Efficiency: replaces equipment or facility that is obsolete, or would be too costly to repair or maintain and better utilizes existing standard of service
- Standard of Service maintains or provides existing standard of service
- Economic Advantage: directly benefits the Town's economic base by increasing property values or other revenue potential
- Increased Service: expands or increases a service or improves a standard of service
- New services: makes possible a new service or increases convenience of an existing service.

**Priority of Function (check all that apply)**

- Protection of persons and property: police, fire, rescue, inspections, etc.
- Environmental health: water, sewer, sanitation, public health, etc.
- Heritage and cultural: education, libraries, etc.
- Housing: public housing, etc.
- Pedestrian and vehicular transportation: street construction and maintenance, parking, etc
- Recreation: parks, athletic programs, etc.
- General government: office facilities, central services, etc.

**Projected Costs by Year**

<b>FY 2024</b>	<input type="text"/>	<b>FY 2030</b>	<input type="text"/>
<b>FY 2025</b>	<input type="text"/>	<b>FY 2031</b>	<input type="text"/>
<b>FY 2026</b>	<input type="text" value="15,000"/>	<b>FY 2022</b>	<input type="text"/>
<b>FY 2027</b>	<input type="text"/>	<b>FY 2033</b>	<input type="text"/>
<b>FY 2028</b>	<input type="text"/>	<b>TOTAL</b>	<input type="text" value="15,000"/>
<b>FY 2029</b>	<input type="text"/>		

**Other Comments**

Shared project with Shellfish Department.



DEPARTMENT:

REQUESTED BY:

Project Description & Objectives

IMPLEMENTATION OF WATERFRONT PLAN

Project Need & Background

Implement waterfront master plan once finalized.

<b>Priority #</b>	<b>of Projects Submitted</b>	<b>Priority #</b>	<b>for Fiscal Year</b>
<input type="text" value="1"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Degree of Urgency (check all that apply)

- Legislation: required by state or federal legislation or regulation
- Hazard: removes an obvious or potential hazard to public health or safety
- Efficiency: replaces equipment or facility that is obsolete, or would be too costly to repair or maintain and better utilizes existing standard of service
- Standard of Service maintains or provides existing standard of service
- Economic Advantage: directly benefits the Town's economic base by increasing property values or other revenue potential
- Increased Service: expands or increases a service or improves a standard of service
- New services: makes possible a new service or increases convenience of an existing service.

Priority of Function (check all that apply)

- Protection of persons and property: police, fire, rescue, inspections, etc.
- Environmental health: water, sewer, sanitation, public health, etc.
- Heritage and cultural: education, libraries, etc.
- Housing: public housing, etc.
- Pedestrian and vehicular transportation: street construction and maintenance, parking, etc
- Recreation: parks, athletic programs, etc.
- General government: office facilities, central services, etc.

Projected Costs by Year

<b>FY 2024</b>	<input type="text"/>	<b>FY 2030</b>	<input type="text" value="?"/>
<b>FY 2025</b>	<input type="text"/>	<b>FY 2031</b>	<input type="text" value="?"/>
<b>FY 2026</b>	<input type="text"/>	<b>FY 2022</b>	<input type="text" value="?"/>
<b>FY 2027</b>	<input type="text" value="?"/>	<b>FY 2033</b>	<input type="text" value="?"/>
<b>FY 2028</b>	<input type="text" value="?"/>	<b>TOTAL</b>	<input type="text" value="?"/>
<b>FY 2029</b>	<input type="text" value="?"/>		

Other Comments

If we are succesful coming up with a plan it should be implemeneted asap. Would like to have plan worked through then we will have the ability to pursue grant funding.

DEPARTMENT:

REQUESTED BY:

**Project Description & Objectives**

**LIGHT DUTY VEHICLE**

**Project Need & Background**

Replace boom truck with a light duty pickup truck. We currently have only one functioning and road worthy vehicle (2017 F250 Pick up). We would like to order an electric F150 pick up to maintain 2 Work duty vehicles with towing capabilities. As well as strengthen our commitment to lessen our carbon footprint.

<b>Priority #</b>	<b>of Projects Submitted</b>	<b>Priority #</b>	<b>for Fiscal Year</b>
<input type="text" value="2"/>	<input type="text" value="2"/>	<input type="text" value="2"/>	<input type="text" value="2024"/>

**Degree of Urgency (check all that apply)**

- Legislation: required by state or federal legislation or regulation
- Hazard: removes an obvious or potential hazard to public health or safety
- Efficiency: replaces equipment or facility that is obsolete, or would be too costly to repair or maintain and better utilizes existing standard of service
- Standard of Service maintains or provides existing standard of service
- Economic Advantage: directly benefits the Town's economic base by increasing property values or other revenue potential
- Increased Service: expands or increases a service or improves a standard of service
- New services: makes possible a new service or increases convenience of an existing service.

**Priority of Function (check all that apply)**

- Protection of persons and property: police, fire, rescue, inspections, etc.
- Environmental health: water, sewer, sanitation, public health, etc.
- Heritage and cultural: education, libraries, etc.
- Housing: public housing, etc.
- Pedestrian and vehicular transportation: street construction and maintenance, parking, etc
- Recreation: parks, athletic programs, etc.
- General government: office facilities, central services, etc.

**Projected Costs by Year**

<b>FY 2024</b>	<input type="text" value="60,000"/>	<b>FY 2030</b>	<input type="text"/>
<b>FY 2025</b>	<input type="text"/>	<b>FY 2031</b>	<input type="text"/>
<b>FY 2026</b>	<input type="text"/>	<b>FY 2022</b>	<input type="text"/>
<b>FY 2027</b>	<input type="text"/>	<b>FY 2033</b>	<input type="text"/>
<b>FY 2028</b>	<input type="text"/>	<b>TOTAL</b>	<input type="text" value="60,000"/>
<b>FY 2029</b>	<input type="text"/>		

**Other Comments**

This will maintain a vehicle replacement effort to have on a 10 year cycle alternating every 5 years between vehicles.

DEPARTMENT:

REQUESTED BY:

Project Description & Objectives

MEDIUM DUTY PICKUP TRUCK

Project Need & Background

Replacement of 2017 F250. Due to quicker aging of Vehicles used in and near saltwater we would like to be on a maximum 10 year replacement cycle.

Priority #	of Projects Submitted	Priority #	for Fiscal Year
<input type="text" value="1"/>	<input type="text" value="1"/>	<input type="text" value="1"/>	<input type="text" value="2027"/>

Degree of Urgency (check all that apply)

- Legislation: required by state or federal legislation or regulation
- Hazard: removes an obvious or potential hazard to public health or safety
- Efficiency: replaces equipment or facility that is obsolete, or would be too costly to repair or maintain and better utilizes existing standard of service
- Standard of Service maintains or provides existing standard of service
- Economic Advantage: directly benefits the Town's economic base by increasing property values or other revenue potential
- Increased Service: expands or increases a service or improves a standard of service
- New services: makes possible a new service or increases convenience of an existing service.

Priority of Function (check all that apply)

- Protection of persons and property: police, fire, rescue, inspections, etc.
- Environmental health: water, sewer, sanitation, public health, etc.
- Heritage and cultural: education, libraries, etc.
- Housing: public housing, etc.
- Pedestrian and vehicular transportation: street construction and maintenance, parking, etc
- Recreation: parks, athletic programs, etc.
- General government: office facilities, central services, etc.

Projected Costs by Year

FY 2024	<input type="text"/>	FY 2030	<input type="text"/>
FY 2025	<input type="text"/>	FY 2031	<input type="text"/>
FY 2026	<input type="text"/>	FY 2022	<input type="text"/>
FY 2027	<input type="text" value="70,000"/>	FY 2033	<input type="text"/>
FY 2028	<input type="text"/>	<b>TOTAL</b>	<input type="text" value="70,000"/>
FY 2029	<input type="text"/>		

Other Comments

DEPARTMENT: Marina

REQUESTED BY: Harbormaster

Project Description & Objectives

OUTBOARD ENGINE FOR WORK SKIFF

Project Need & Background

The Skiff is used for everyday work and repairs around the marina, fair weather boat rescues and access to tidal areas. The Skiff is used as our primary vessel on a daily basis most of the year. We would like to keep engines on a maximum 10 year basis

<b>Priority #</b>	<b>of Projects Submitted</b>	<b>Priority #</b>	<b>for Fiscal Year</b>
1	2	1	2025

Degree of Urgency (check all that apply)

- Legislation: required by state or federal legislation or regulation
- Hazard: removes an obvious or potential hazard to public health or safety
- Efficiency: replaces equipment or facility that is obsolete, or would be too costly to repair or maintain and better utilizes existing standard of service
- Standard of Service maintains or provides existing standard of service
- Economic Advantage: directly benefits the Town's economic base by increasing property values or other revenue potential
- Increased Service: expands or increases a service or improves a standard of service
- New services: makes possible a new service or increases convenience of an existing service.

Priority of Function (check all that apply)

- Protection of persons and property: police, fire, rescue, inspections, etc.
- Environmental health: water, sewer, sanitation, public health, etc.
- Heritage and cultural: education, libraries, etc.
- Housing: public housing, etc.
- Pedestrian and vehicular transportation: street construction and maintenance, parking, etc
- Recreation: parks, athletic programs, etc.
- General government: office facilities, central services, etc.

Projected Costs by Year

<b>FY 2024</b>	<input type="text"/>	<b>FY 2030</b>	<input type="text"/>
<b>FY 2025</b>	12,000	<b>FY 2031</b>	<input type="text"/>
<b>FY 2026</b>	<input type="text"/>	<b>FY 2022</b>	<input type="text"/>
<b>FY 2027</b>	<input type="text"/>	<b>FY 2033</b>	<input type="text"/>
<b>FY 2028</b>	<input type="text"/>	<b>TOTAL</b>	12,000
<b>FY 2029</b>	<input type="text"/>		

Other Comments



DEPARTMENT:

REQUESTED BY:

**Project Description & Objectives**

**Outboard engine for Center Console**

**Project Need & Background**

Replace 2006 115 hp engine on Center Console boat. This is a multi purpose vessel and will be utilised as a back up for Harbormaster Emergency Vessel as well as every day use for seasonal staff.

<b>Priority #</b>	<b>of Projects Submitted</b>	<b>Priority #</b>	<b>for Fiscal Year</b>
<input type="text" value="1"/>	<input type="text" value="2"/>	<input type="text" value="1"/>	<input type="text" value="2026"/>

**Degree of Urgency (check all that apply)**

- Legislation: required by state or federal legislation or regulation
- Hazard: removes an obvious or potential hazard to public health or safety
- Efficiency: replaces equipment or facility that is obsolete, or would be too costly to repair or maintain and better utilizes existing standard of service
- Standard of Service maintains or provides existing standard of service
- Economic Advantage: directly benefits the Town's economic base by increasing property values or other revenue potential
- increased Service: expands or increases a service or improves a standard of service
- New services: makes possible a new service or increases convenience of an existing service.

**Priority of Function (check all that apply)**

- Protection of persons and property: police, fire, rescue, inspections, etc.
- Environmental health: water, sewer, sanitation, public health, etc.
- Heritage and cultural: education, libraries, etc.
- Housing: public housing, etc.
- Pedestrian and vehicular transportation: street construction and maintenance, parking, etc
- Recreation: parks, athletic programs, etc.
- General government: office facilities, central services, etc.

**Projected Costs by Year**

<b>FY 2024</b>	<input type="text"/>	<b>FY 2030</b>	<input type="text"/>
<b>FY 2025</b>	<input type="text"/>	<b>FY 2031</b>	<input type="text"/>
<b>FY 2026</b>	<input type="text" value="18,000"/>	<b>FY 2022</b>	<input type="text"/>
<b>FY 2027</b>	<input type="text"/>	<b>FY 2033</b>	<input type="text"/>
<b>FY 2028</b>	<input type="text"/>	<b>TOTAL</b>	<input type="text" value="18,000"/>
<b>FY 2029</b>	<input type="text"/>		

**Other Comments**

DEPARTMENT:

REQUESTED BY:

**Project Description & Objectives**

**OUTBOARD ENGINE REPLACEMENT**

**Project Need & Background**

Replace outboard engines on Emergency Rescue Vessel. 2 x 225 hp engines. Plan for 10 year replacement schedule.

<b>Priority #</b>	<b>of Projects Submitted</b>	<b>Priority #</b>	<b>for Fiscal Year</b>
<input type="text" value="1"/>	<input type="text" value="1"/>	<input type="text" value="1"/>	<input type="text" value="2032"/>

**Degree of Urgency (check all that apply)**

- Legislation: required by state or federal legislation or regulation
- Hazard: removes an obvious or potential hazard to public health or safety
- Efficiency: replaces equipment or facility that is obsolete, or would be too costly to repair or maintain and better utilizes existing standard of service
- Standard of Service maintains or provides existing standard of service
- Economic Advantage: directly benefits the Town's economic base by increasing property values or other revenue potential
- Increased Service: expands or increases a service or improves a standard of service
- New services: makes possible a new service or increases convenience of an existing service.

**Priority of Function (check all that apply)**

- Protection of persons and property: police, fire, rescue, inspections, etc.
- Environmental health: water, sewer, sanitation, public health, etc.
- Heritage and cultural: education, libraries, etc.
- Housing: public housing, etc.
- Pedestrian and vehicular transportation: street construction and maintenance, parking, etc
- Recreation: parks, athletic programs, etc.
- General government: office facilities, central services, etc.

**Projected Costs by Year**

<b>FY 2024</b>	<input type="text"/>	<b>FY 2030</b>	<input type="text"/>
<b>FY 2025</b>	<input type="text"/>	<b>FY 2031</b>	<input type="text"/>
<b>FY 2026</b>	<input type="text"/>	<b>FY 2022</b>	<input type="text" value="50,000"/>
<b>FY 2027</b>	<input type="text"/>	<b>FY 2033</b>	<input type="text"/>
<b>FY 2028</b>	<input type="text"/>	<b>TOTAL</b>	<input type="text" value="50,000"/>
<b>FY 2029</b>	<input type="text"/>		

**Other Comments**

DEPARTMENT:

REQUESTED BY:

Project Description & Objectives

UTILITY VEHICLE

Project Need & Background

Replace 2011 Kawasaki. We use this to snow plow walkways, tool, supply, and heavy item transporter, towing trailers, work and maintenance around pier.

Priority #	of Projects Submitted	Priority #	for Fiscal Year
<input type="text" value="2"/>	<input type="text" value="2"/>	<input type="text" value="2"/>	<input type="text" value="2025"/>

Degree of Urgency (check all that apply)

- Legislation: required by state or federal legislation or regulation
- Hazard: removes an obvious or potential hazard to public health or safety
- Efficiency: replaces equipment or facility that is obsolete, or would be too costly to repair or maintain and better utilizes existing standard of service
- Standard of Service maintains or provides existing standard of service
- Economic Advantage: directly benefits the Town's economic base by increasing property values or other revenue potential
- Increased Service: expands or increases a service or improves a standard of service
- New services: makes possible a new service or increases convenience of an existing service.

Priority of Function (check all that apply)

- Protection of persons and property: police, fire, rescue, inspections, etc.
- Environmental health: water, sewer, sanitation, public health, etc.
- Heritage and cultural: education, libraries, etc.
- Housing: public housing, etc.
- Pedestrian and vehicular transportation: street construction and maintenance, parking, etc
- Recreation: parks, athletic programs, etc.
- General government: office facilities, central services, etc.

Projected Costs by Year

FY 2024	<input type="text"/>	FY 2030	<input type="text"/>
FY 2025	<input type="text" value="20,000"/>	FY 2031	<input type="text"/>
FY 2026	<input type="text"/>	FY 2022	<input type="text"/>
FY 2027	<input type="text"/>	FY 2033	<input type="text"/>
FY 2028	<input type="text"/>	TOTAL	<input type="text" value="20,000"/>
FY 2029	<input type="text"/>		

Other Comments

DEPARTMENT:

REQUESTED BY:

**Project Description & Objectives**

# WATERFRONT INFRASTRUCTURE MASTER PLAN

**Project Need & Background**

We have an aging waterfront facility, that is in need of a major overhaul. We are starting to see many major structural faults come to light, as well infrastructure repair costs are outweighing replacement costs. We also have a dire need to start planning for coastal resiliency. This is a long term solution to maintain our beautiful waterfront. A. Site assessment B. Needs assessment C. Conceptual options D. Final conceptual design after Town and Public input E. Cost estimate & schedule/ phasing plan.

<b>Priority #</b>	<b>of Projects Submitted</b>	<b>Priority #</b>	<b>for Fiscal Year</b>
<input type="text" value="1"/>	<input type="text" value="2"/>	<input type="text" value="1"/>	<input type="text" value="2024"/>

**Degree of Urgency** (check all that apply)

- Legislation: required by state or federal legislation or regulation
- Hazard: removes an obvious or potential hazard to public health or safety
- Efficiency: replaces equipment or facility that is obsolete, or would be too costly to repair or maintain and better utilizes existing standard of service
- Standard of Service maintains or provides existing standard of service
- Economic Advantage: directly benefits the Town's economic base by increasing property values or other revenue potential
- Increased Service: expands or increases a service or improves a standard of service
- New services: makes possible a new service or increases convenience of an existing service.

**Priority of Function** (check all that apply)

- Protection of persons and property: police, fire, rescue, inspections, etc.
- Environmental health: water, sewer, sanitation, public health, etc.
- Heritage and cultural: education, libraries, etc.
- Housing: public housing, etc.
- Pedestrian and vehicular transportation: street construction and maintenance, parking, etc
- Recreation: parks, athletic programs, etc.
- General government: office facilities, central services, etc.

**Projected Costs by Year**

<b>FY 2024</b>	<input type="text" value="200,000"/>	<b>FY 2030</b>	<input type="text"/>
<b>FY 2025</b>	<input type="text"/>	<b>FY 2031</b>	<input type="text"/>
<b>FY 2026</b>	<input type="text"/>	<b>FY 2022</b>	<input type="text"/>
<b>FY 2027</b>	<input type="text"/>	<b>FY 2033</b>	<input type="text"/>
<b>FY 2028</b>	<input type="text"/>	<b>TOTAL</b>	<input type="text" value="200,000"/>
<b>FY 2029</b>	<input type="text"/>		

**Other Comments**

Seaport Economic Grants can be an 80/20 match.



## SELECTBOARD

AGENDA ACTION REQUEST  
Meeting Date: December 20, 2022

# VII

### BUSINESS

~ D - 2 ~

<b>REQUESTED BY:</b>	<b>Selectboard &amp; Wellfleet Library Director Jennifer Wertkin</b>
<b>DESIRED ACTION:</b>	<b>To approve The Wellfleet Public Library Capital Improvement Budget</b>
<b>PROPOSED MOTION:</b>	<b>I move to approve the library's 10-year Capital Improvement Budget as presented at tonight's meeting</b>
<b>SUMMARY:</b>	
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____



## Wellfleet Public Library

---

55 WEST MAIN STREET · WELLFLEET, MA 02667 · 508-349-0310 · FAX 349-0312

To: Rich Waldo, Town Administrator  
From: Jennifer Wertkin, Library Director  
RE: Capital Improvement Plan (10-year financial forecast)  
Date: 10/7/2022  
Cc: Robin Robinson, Chair, Library Board of Trustees  
Fred Magee, Finance Committee Liaison

---

The Wellfleet Public Library is entering an exciting time, as we are about to embark on our process for our next five-year strategic plan as required by the Massachusetts Board of Library Commissioners. This is always an exciting time, as we get to determine what comes next – for our staff, for our patrons, for our community. We involve all stakeholders and end up with a document that guides what priorities we will set for the Library in the next five years.

Although we have not begun the process, I already know that our building will be a big priority. We have made some major changes since the last strategic plan, and the building looks a lot better. But there is still work to be done, particularly in the areas that we cannot see. We need a feasibility study of the entire structure and each system. Once that is complete, I will be able to determine what overhauls are necessary for the life of the building.

The areas that concern me most are the septic and the wiring and possibly the roof (and the solar panels on the roof). We will not know any of that until an engineer investigates. I will modify my Capital plan and financial forecast once I have this information.

The other part of a strategic plan is that we get to examine what the needs are in the community, and we get to see how this library can better meet that need. The pandemic has made it clear that broadband is an absolute requirement for households. In Wellfleet, many homes do not have internet, or they cannot have internet due to Comcast restrictions and a lack of connectivity by other providers. We have been loaning out portable hotspots since the beginning of the pandemic. The need is more than we can keep up with. But we have also been providing people with unofficial co-working space. This is something we can do better. I suspect any construction we will do, will be focused on improving our ability to provide small conference rooms or other areas to work or study remotely.

We are projecting forward to ten years to try and see what types of technologies will be instrumental for libraries and offices and classrooms. We need to have those here. All the research shows that the future of libraries lies in the library-as-space and what is happening currently- right here in Wellfleet - only shows us that this is just the beginning. We expect to outfit our library with whatever is needed to create this space that will define our library of the future.

To: Rich Waldo, Town Administrator  
From: Jennifer Wertkin, Library Director  
RE: Capital Improvement Plan (10-year financial forecast)  
Date: 10/25/2022  
Cc: Robin Robinson, Chair, Library Board of Trustees  
Fred Magee, Finance Committee Liaison

---

The Wellfleet Public Library is entering an exciting time, as we are about to embark on our process for our next five-year strategic plan as required by the Massachusetts Board of Library Commissioners. We look forward to seeing what comes next for our library – driven by the priorities of our community. In many ways, that will inform where our dollars will be earmarked for years to come. We will begin this process in the next couple of months. However, without even having gone through the exercises, I can predict some of the outcomes – they will be focused on the “Library as Space” and what that means through a library science lens.

Our Capital Plan falls into two categories. The first is the fact that our renovations will soon be hitting their forty-year mark. While there have been some upgrades (the HVAC system being the most notable one), I believe that we must plan for upgrades and maintenance on various systems within the building to keep it operating efficiently. The first step in this process will be a feasibility study. Having an engineering firm come and examine our building from the foundation on up is the only way we can truly understand what work needs to be done.

Some areas that may be concerning are our septic system, our wiring (which I know needs upgrading, as it was difficult to install the current VOIP telephone system), and perhaps our solar panels. We will not know any of that until an engineer investigates. I will modify my Capital plan and financial forecast once I have this information. Additionally, I will work with the Department of Public Works, as I know they have some upgrades in their capital forecast.

The other category is the “future” of what a public library may look like outside of ten years. Nobody knows exactly what this will be. But there are so many possibilities beyond how libraries are used now. This pandemic showed us that people are craving co-working and co-learning spaces. That there is a large appetite for reconvening in the library now that gathering feels safer. Use of our meeting room and conference room has never been more popular. People want the connection that comes from being together in a space where they can have Wi-Fi – but also human connection. More seminars. More classes. More art. More civic engagement. More opportunities to come together and share.

At some point, both parts of the Capital Plan meet. We have the improvements we need to make on the building out of necessity, and the ones we need to make to transform the library into a place that meets the needs of the next generation of library users. We have an old video studio – now being used for storage – that has so many potential uses: learning space; workspace; space to create; space to facilitate. The possibilities are endless. And we would improve our current meeting room have the capabilities

needed to meet these needs as well. Without being dynamic and meeting the needs of a community, a library is merely a building with books.

We know that we must install a sprinkler system with any renovations we make – but that should be a requirement in a public building anyway. Particularly one with children. The changes we make will be informed by our planning. We do, however, understand the trends in librarianship, and we already see the demands. We are excited to continue creating the kind of library that our community has already begun to use and make it a stronger and more valuable asset for Wellfleet with each increasing year. We believe that within ten years, The Wellfleet Library will be highly regarded for not only its collection and its high caliber of author talks, but its ability to adapt to a changing environment and a new generation of library users.



DEPARTMENT:

REQUESTED BY:

**Project Description & Objectives**

**Feasibility Study - Library Building**

**Project Need & Background**

The Library has not had a comprehensive feasibility study since it first opened in 1989. Although there have been some improvements (a recent HVAC upgrade, Cape Light Compact replacing all overhead lighting, and a sealant placed over the roof when solar panels were installed), we worry that many of our systems are in need of repair or may be due for replacement in the coming years. We will begin with a thorough feasibility study by an engineer to determine the entire health of the building.

<b>Priority #</b>	<b>of Projects Submitted</b>	<b>Priority #</b>	<b>for Fiscal Year</b>
<input type="text" value="1"/>	<input type="text" value="1"/>	<input type="text"/>	<input type="text" value="2025"/>

**Degree of Urgency (check all that apply)**

- Legislation: required by state or federal legislation or regulation
- Hazard: removes an obvious or potential hazard to public health or safety
- Efficiency: replaces equipment or facility that is obsolete, or would be too costly to repair or maintain and better utilizes existing standard of service
- Standard of Service maintains or provides existing standard of service
- Economic Advantage: directly benefits the Town's economic base by increasing property values or other revenue potential
- Increased Service: expands or increases a service or improves a standard of service
- New services: makes possible a new service or increases convenience of an existing service.

**Priority of Function (check all that apply)**

- Protection of persons and property: police, fire, rescue, inspections, etc.
- Environmental health: water, sewer, sanitation, public health, etc.
- Heritage and cultural: education, libraries, etc.
- Housing: public housing, etc.
- Pedestrian and vehicular transportation: street construction and maintenance, parking, etc
- Recreation: parks, athletic programs, etc.
- General government: office facilities, central services, etc.

**Projected Costs by Year**

<b>FY 2024</b>	<input type="text"/>	<b>FY 2030</b>	<input type="text"/>
<b>FY 2025</b>	<input type="text" value="\$100,000"/>	<b>FY 2031</b>	<input type="text"/>
<b>FY 2026</b>	<input type="text"/>	<b>FY 2022</b>	<input type="text"/>
<b>FY 2027</b>	<input type="text"/>	<b>FY 2033</b>	<input type="text"/>
<b>FY 2028</b>	<input type="text"/>	<b>TOTAL</b>	<input type="text"/>
<b>FY 2029</b>	<input type="text"/>		

**Other Comments**

This is the first step in determining our building projects in the future.

DEPARTMENT:

REQUESTED BY:

Project Description & Objectives

Upkeep of technology equipment

Project Need & Background

Every four years, we need to replace public computers. They get an inordinate amount of use, run slowly, are inefficient, and break.

Priority #	of Projects Submitted	Priority #	for Fiscal Year
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Degree of Urgency (check all that apply)

- Legislation: required by state or federal legislation or regulation
- Hazard: removes an obvious or potential hazard to public health or safety
- Efficiency: replaces equipment or facility that is obsolete, or would be too costly to repair or maintain and better utilizes existing standard of service
- Standard of Service maintains or provides existing standard of service
- Economic Advantage: directly benefits the Town's economic base by increasing property values or other revenue potential
- Increased Service: expands or increases a service or improves a standard of service
- New services: makes possible a new service or increases convenience of an existing service.

Priority of Function (check all that apply)

- Protection of persons and property: police, fire, rescue, inspections, etc.
- Environmental health: water, sewer, sanitation, public health, etc.
- Heritage and cultural: education, libraries, etc.
- Housing: public housing, etc.
- Pedestrian and vehicular transportation: street construction and maintenance, parking, etc
- Recreation: parks, athletic programs, etc.
- General government: office facilities, central services, etc.

Projected Costs by Year

FY 2024	<input type="text"/>	FY 2030	<input type="text"/>
FY 2025	<input type="text"/>	FY 2031	<input type="text" value="25,000"/>
FY 2026	<input type="text"/>	FY 2022	<input type="text"/>
FY 2027	<input type="text" value="\$10,000"/>	FY 2033	<input type="text"/>
FY 2028	<input type="text"/>	TOTAL	<input type="text"/>
FY 2029	<input type="text"/>		

Other Comments

DEPARTMENT:

REQUESTED BY:

Project Description & Objectives

Fire Suppression System

Project Need & Background

The Library does not have a fire suppression system. By law, at our current square footage, we are not required to have one. However, as we make improvements to the building, we will be required to install one.

Priority #	of Projects Submitted	Priority #	for Fiscal Year
<input type="text" value="3"/>	<input type="text" value="3"/>	<input type="text" value="1"/>	<input type="text" value="2028"/>

Degree of Urgency (check all that apply)

- Legislation: required by state or federal legislation or regulation
- Hazard: removes an obvious or potential hazard to public health or safety
- Efficiency: replaces equipment or facility that is obsolete, or would be too costly to repair or maintain and better utilizes existing standard of service
- Standard of Service maintains or provides existing standard of service
- Economic Advantage: directly benefits the Town's economic base by increasing property values or other revenue potential
- Increased Service: expands or increases a service or improves a standard of service
- New services: makes possible a new service or increases convenience of an existing service.

Priority of Function (check all that apply)

- Protection of persons and property: police, fire, rescue, inspections, etc.
- Environmental health: water, sewer, sanitation, public health, etc.
- Heritage and cultural: education, libraries, etc.
- Housing: public housing, etc.
- Pedestrian and vehicular transportation: street construction and maintenance, parking, etc
- Recreation: parks, athletic programs, etc.
- General government: office facilities, central services, etc.

Projected Costs by Year

FY 2024	<input type="text"/>	FY 2030	<input type="text"/>
FY 2025	<input type="text"/>	FY 2031	<input type="text"/>
FY 2026	<input type="text"/>	FY 2022	<input type="text"/>
FY 2027	<input type="text"/>	FY 2033	<input type="text"/>
FY 2028	<input type="text" value="\$2,000,000"/>	TOTAL	<input type="text"/>
FY 2029	<input type="text"/>		

Other Comments

This will be in conjunction with other building projects.

DEPARTMENT:

REQUESTED BY:

**Project Description & Objectives**

Renovation of the video studio

**Project Need & Background**

Our back "video studio" area has been used as storage and, for a long time, had been used by Town Media. Now that we have it again, and once we are finished with our strategic plan, we would like to renovate it in line with community needs. (Like co-working space, space for distance learning, etc.)

Priority #	of Projects Submitted	Priority #	for Fiscal Year
<input type="text" value="2"/>	<input type="text" value="3"/>	<input type="text" value="1"/>	<input type="text" value="2029"/>

**Degree of Urgency** (check all that apply)

- Legislation: required by state or federal legislation or regulation
- Hazard: removes an obvious or potential hazard to public health or safety
- Efficiency: replaces equipment or facility that is obsolete, or would be too costly to repair or maintain and better utilizes existing standard of service
- Standard of Service maintains or provides existing standard of service
- Economic Advantage: directly benefits the Town's economic base by increasing property values or other revenue potential
- Increased Service: expands or increases a service or improves a standard of service
- New services: makes possible a new service or increases convenience of an existing service.

**Priority of Function** (check all that apply)

- Protection of persons and property: police, fire, rescue, inspections, etc.
- Environmental health: water, sewer, sanitation, public health, etc.
- Heritage and cultural: education, libraries, etc.
- Housing: public housing, etc.
- Pedestrian and vehicular transportation: street construction and maintenance, parking, etc.
- Recreation: parks, athletic programs, etc.
- General government: office facilities, central services, etc.

**Projected Costs by Year**

FY 2024	<input type="text"/>	FY 2030	<input type="text"/>
FY 2025	<input type="text"/>	FY 2031	<input type="text"/>
FY 2026	<input type="text"/>	FY 2022	<input type="text"/>
FY 2027	<input type="text"/>	FY 2033	<input type="text"/>
FY 2028	<input type="text"/>	TOTAL	<input type="text"/>
FY 2029	<input type="text" value="\$2,000,000"/>		

**Other Comments**

We would be procuring grants from the Massachusetts Board of Library Commissioners and other cultural granting institutions as well as securing donations to offset the cost of some of this renovation.



# SELECTBOARD

AGENDA ACTION REQUEST  
Meeting Date: December 20, 2022

VI

## BUSINESS

~ D - 3 ~

<b>REQUESTED BY:</b>	<b>Wellfleet Municipal Water Department</b>
<b>DESIRED ACTION:</b>	<b>To review and approve the 10-year Capital Improvement Budget</b>
<b>PROPOSED MOTION:</b>	<b>I move to approve the 10-year Capital Improvement Plan the Wellfleet Municipal Water System as presented at tonight's meeting.</b>
<b>SUMMARY:</b>	
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____

DEPARTMENT: MUNICIPAL WATER SYSTEM

REQUESTED BY: BWC

Project Description & Objectives

UPDATE MASTER PLAN FOR WATER SYSTEM

Project Need & Background

MASTER PLAN WAS PREPARED IN 2004-2005. BWC RECOMMENDS UPDATE OF PLAN TO INCLUDE ASSESSMENT OF INFRASTRUCTURE REPLACEMENTS, UPGRADES, EXPANSION INTO ADDITIONAL AREAS AND DESIGN ALTERNATIVES. ESTIMATED COST: \$50,000.

Priority #	of Projects Submitted	Priority #	for Fiscal Year
3	4	1	2025

Degree of Urgency (check all that apply)

- Legislation: required by state or federal legislation or regulation
- Hazard: removes an obvious or potential hazard to public health or safety
- Efficiency: replaces equipment or facility that is obsolete, or would be too costly to repair or maintain and better utilizes existing standard of service
- Standard of Service maintains or provides existing standard of service
- Economic Advantage: directly benefits the Town's economic base by increasing property values or other revenue potential
- Increased Service: expands or increases a service or improves a standard of service
- New services: makes possible a new service or increases convenience of an existing service.

Priority of Function (check all that apply)

- Protection of persons and property: police, fire, rescue, inspections, etc.
- Environmental health: water, sewer, sanitation, public health, etc.
- Heritage and cultural: education, libraries, etc.
- Housing: public housing, etc.
- Pedestrian and vehicular transportation: street construction and maintenance, parking, etc
- Recreation: parks, athletic programs, etc.
- General government: office facilities, central services, etc.

Projected Costs by Year

FY 2024	\$325-350K	FY 2030	
FY 2025	\$50K	FY 2031	
FY 2026	\$225K	FY 2022	
FY 2027		FY 2033	
FY 2028		TOTAL	
FY 2029			

Other Comments

DEPARTMENT: MUNICIPAL WATER SYSTEM

REQUESTED BY: BWC

Project Description & Objectives

COLES NECK GENERATOR REPLACEMENT

Project Need & Background

THE EXISTING GENERATOR AT THE COLES NECK WELL FIELD IS INOPERABLE. ASSESSMENT BY SOUTH SHORE GENERATOR SUGGESTS NEED FOR REPLACEMENT IF IT CANNOT BE REPAIRED. COST TO REPAIR OR REPLACE \$20K - 50K.

Priority # of Projects Submitted Priority # for Fiscal Year
3 4 2 24

Degree of Urgency (check all that apply)

- Legislation: required by state or federal legislation or regulation
Hazard: removes an obvious or potential hazard to public health or safety
Efficiency: replaces equipment or facility that is obsolete, or would be too costly to repair or maintain and better utilizes existing standard of service
Standard of Service maintains or provides existing standard of service
Economic Advantage: directly benefits the Town's economic base by increasing property values or other revenue potential
Increased Service: expands or increases a service or improves a standard of service
New services: makes possible a new service or increases convenience of an existing service.

Priority of Function (check all that apply)

- Protection of persons and property: police, fire, rescue, inspections, etc.
Environmental health: water, sewer, sanitation, public health, etc.
Heritage and cultural: education, libraries, etc.
Housing: public housing, etc.
Pedestrian and vehicular transportation: street construction and maintenance, parking, etc
Recreation: parks, athletic programs, etc.
General government: office facilities, central services, etc.

Projected Costs by Year

Table with 2 columns: Year (FY 2024-2029 and TOTAL) and Projected Cost. FY 2024 cost is \$35,000.

Other Comments

EXISTING EQUIPMENT WILL BE REMOVED AND INSPECTED TO DETERMINE WHETHER IT CAN BE RECONDITIONED. IF NOT, A NEW GENERATOR WILL BE NECESSARY. POTENTIAL COST \$20K TO \$50K.

DEPARTMENT: MUNICIPAL WATER SYSTE

REQUESTED BY: BWC

Project Description & Objectives

REPLACEMENT OF WATER METERS AND BILLING AND READER SOFTWARE SYSTEM

Project Need & Background

WELLFLEET'S EXISTING METERS AND METER READING SOFTWARE INSTALLED IN 2010 ARE NO LONGER BEING SUPPORTED BY VENDOR, MUELLER. TOWN IS IN PROCESS OF MOVING TO NEW METERS, REMOTE READERS AND BILLING SOFTWARE. COST: \$300K

Priority # of Projects Submitted Priority # for Fiscal Year
1 4 1 2024

Degree of Urgency (check all that apply)

- Legislation: required by state or federal legislation or regulation
Hazard: removes an obvious or potential hazard to public health or safety
Efficiency: replaces equipment or facility that is obsolete, or would be too costly to repair or maintain and better utilizes existing standard of service
Standard of Service maintains or provides existing standard of service
Economic Advantage: directly benefits the Town's economic base by increasing property values or other revenue potential
Increased Service: expands or increases a service or improves a standard of service
New services: makes possible a new service or increases convenience of an existing service.

Priority of Function (check all that apply)

- Protection of persons and property: police, fire, rescue, inspections, etc.
Environmental health: water, sewer, sanitation, public health, etc.
Heritage and cultural: education, libraries, etc.
Housing: public housing, etc.
Pedestrian and vehicular transportation: street construction and maintenance, parking, etc
Recreation: parks, athletic programs, etc.
General government: office facilities, central services, etc.

Projected Costs by Year

Table with 2 columns: Year (FY 2024 to FY 2029 and TOTAL) and Cost (\$325-350K, empty boxes)

Other Comments

Empty box for other comments



DEPARTMENT: MUNICIPAL WATER SYSTEM

REQUESTED BY: BWC

Project Description & Objectives

INSPECTION AND REPAINTING OF WATER TOWER

Project Need & Background

WATER TOWER WAS CONSTRUCTED AND PUT INTO SERVICE IN 2010. ALTHOUGH 2021 ROUTINE INSPECTION OF INTERIOR WAS SATISFACTORY, EXTERIOR OF TANK IS SHOWING SURFACE DEGRADATION. POTENTIAL COST TO INSPECT AND REPAINT: \$225K

Priority #	of Projects Submitted	Priority #	for Fiscal Year
4	4	4	2026

Degree of Urgency (check all that apply)

- Legislation: required by state or federal legislation or regulation
- Hazard: removes an obvious or potential hazard to public health or safety
- Efficiency: replaces equipment or facility that is obsolete, or would be too costly to repair or maintain and better utilizes existing standard of service
- Standard of Service maintains or provides existing standard of service
- Economic Advantage: directly benefits the Town's economic base by increasing property values or other revenue potential
- Increased Service: expands or increases a service or improves a standard of service
- New services: makes possible a new service or increases convenience of an existing service.

Priority of Function (check all that apply)

- Protection of persons and property: police, fire, rescue, inspections, etc.
- Environmental health: water, sewer, sanitation, public health, etc.
- Heritage and cultural: education, libraries, etc.
- Housing: public housing, etc.
- Pedestrian and vehicular transportation: street construction and maintenance, parking, etc
- Recreation: parks, athletic programs, etc.
- General government: office facilities, central services, etc.

Projected Costs by Year

FY 2024	\$350K	FY 2030	
FY 2025	\$50K	FY 2031	
FY 2026	\$225K	FY 2022	
FY 2027		FY 2033	
FY 2028		TOTAL	
FY 2029			

Other Comments



## SELECTBOARD

AGENDA ACTION REQUEST  
Meeting Date: December 20, 2022

# VII

### BUSINESS

~ D - 4 ~

<b>REQUESTED BY:</b>	<b>Wellfleet Shellfish Department</b>
<b>DESIRED ACTION:</b>	<b>To review and approve the 10-year Capital Improvement Plan for the Wellfleet Shellfish Department</b>
<b>PROPOSED MOTION:</b>	<b>I move to approve the 10-year Capital Improvement Plan for The Wellfleet Shellfish Department as presented at tonight's meeting.</b>
<b>SUMMARY:</b>	
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____

Department: Shellfish \_\_\_\_\_

Requested By: Nancy Civetta \_\_\_\_\_

**Project Description & Objectives**

A floating upweller system (FLUPSY) to grow baby clams and oysters from pin-head size to field plant size. A FLUPSY will allow WSD buy greater quantities of seed to propagate our wild fisheries, benefiting our commercial and recreational permit holders and contributing to the health of our marine waters.

**Project Need & Background**

In order to save money by purchasing smaller, cheaper shellfish seed in the future, the department will eventually need to invest in nursery infrastructure. A FLUPSY provides a platform in the water with a pump that creates waterflow with nutrients through silos to feed baby shellfish. This system helps the shellfish grow faster and protects them from predators and disease. The department used to have a FLUPSY and our two staff members ran it, however due to the degrading condition of the pier area with black mayonnaise, it was pulled out and sold. Now, with harbor dredging a reality, it is time for us to plan ahead for implementing this important instrument in propagation activities as soon as dredging is completed. It will also provide a venue for the department to conduct educational programming about oysters and clams, Wellfleet's shellfishing way of life and the role of shellfish in keeping of our waters healthy.

Priority #	of Projects Submitted	Priority #	for Fiscal Year
2	2	2	2027

**Degree of Urgency (Check all that apply)**

- Legislation: required by state or federal legislation regulation
- Hazard: removes an obvious or potential hazard to public health or safety
- Efficiency: replace equipment or facility that is obsolete, or would be too costly to repair or maintain and better utilizes existing standard of service
- Standard of Service: maintains or provides existing standard of service
- Economic Advantage: directly benefits the Town's economic base by increasing property values or other revenue potential
- Increased Service: expands or increases a service or improves a standard of service
- New services: make possible a new service or increases convenience of an existing service.

**Priority of Function (Check all the apply)**

- Protection of persons and property: police, fire, rescue, inspection, etc.
- Environmental health: water, sewer, sanitation, public health, etc.
- Heritage and cultural: education libraries, etc.
- Housing: public housing, etc.
- Pedestrian and vehicular transportation: street construction and maintenance, parking etc.
- Recreation: parks, athletic programs, etc.
- General government: office facilities, central services, etc.

**Projects Costs by Year**

**FY 2027: \$34,057 (capital cost) + \$2,500 (operational expenses) = \$36,557**

*\*Future year maintenance will be included in Shellfish 179 operating budget.*

**Other Comments:**

We used our consultant's analysis to choose most effective and beneficial way for the Town to grow baby shellfish and make the most of town resources. Analysis and justification attached. I rounded up the yearly operation expenses (which will surely rise) since the consultant's figures were from 2019, and this system will be implemented five years later.

**Department:** Shellfish \_\_\_\_\_ **Requested By:** Nancy Civetta \_\_\_\_\_

**Project Description & Objectives**

A floating upweller system (FLUPSY) to grow baby clams and oysters from pin-head size to field plant size. A FLUPSY will allow WSD buy greater quantities of seed to propagate our wild fisheries, benefiting our commercial and recreational permit holders and contributing to the health of our marine waters.

**Project Need & Background**

In order to save money by purchasing smaller, cheaper shellfish seed in the future, the department will eventually need to invest in nursery infrastructure. A FLUPSY provides a platform in the water with a pump that creates waterflow with nutrients through silos to feed baby shellfish. This system helps the shellfish grow faster and protects them from predators and disease. The department used to have a FLUPSY and our two staff members ran it, however due to the degrading condition of the pier area with black mayonnaise, it was pulled out and sold. Now, with harbor dredging a reality, it is time for us to plan ahead for implementing this important instrument in propagation activities as soon as dredging is completed. It will also provide a venue for the department to conduct educational programming about oysters and clams, Wellfleet's shellfishing way of life and the role of shellfish in keeping of our waters healthy.

<b>Priority #</b>	<b>of Projects Submitted</b>	<b>Priority #</b>	<b>for Fiscal Year</b>
2	2	2	2027

**Degree of Urgency (Check all that apply)**

- Legislation: required by state or federal legislation regulation
- Hazard: removes an obvious or potential hazard to public health or safety
- Efficiency: replace equipment or facility that is obsolete, or would be too costly to repair or maintain and better utilizes existing standard of service
- Standard of Service: maintains or provides existing standard of service
- Economic Advantage: directly benefits the Town's economic base by increasing property values or other revenue potential
- Increased Service: expands or increases a service or improves a standard of service
- New services: make possible a new service or increases convenience of an existing service.

**Priority of Function (Check all the apply)**

- Protection of persons and property: police, fire, rescue, inspection, etc.
- Environmental health: water, sewer, sanitation, public health, etc.
- Heritage and cultural: education libraries, etc.
- Housing: public housing, etc.
- Pedestrian and vehicular transportation: street construction and maintenance, parking etc.
- Recreation: parks, athletic programs, etc.
- General government: office facilities, central services, etc.

**Projects Costs by Year**

**FY 2027: \$34,057 (capital cost) + \$2,500 (operational expenses) = \$36,557**

*\*Future year maintenance will be included in Shellfish 179 operating budget.*

**Other Comments:**

We used our consultant's analysis to choose most effective and beneficial way for the Town to grow baby shellfish and make the most of town resources. Analysis and justification attached. I rounded up the yearly operation expenses (which will surely rise) since the consultant's figures were from 2019, and this system will be implemented five years later.

DEPARTMENT:

REQUESTED BY:

**Project Description & Objectives**

**Fleet Replacement**

**Project Need & Background**

I worked with DPW Director on a truck replacement plan for each of our three trucks every five years given the heavy usage on intertidal terrain and exposure to salt water, and our necessity to have trucks in good working condition due to the safety services we provide to the shellfishing industry. The 2018 truck came up for replacement in FY22, however, given that we have been unable to find a replacement truck for our 2016 truck, we decided that the 2018 truck should be replaced in FY24 and the 2020 truck should be replaced in FY25. When we average out the cost per year, it comes to an expense of around \$6,000 a year (five-year replacement). This will ensure that the Shellfish Department has vehicles in good working order and trade-ins that retain some value.

<b>Priority #</b>	<b>of Projects Submitted</b>	<b>Priority #</b>	<b>for Fiscal Year</b>
<input type="text" value="1"/>	<input type="text" value="3"/>	<input type="text" value="1"/>	<input type="text" value="2024"/>

**Degree of Urgency (check all that apply)**

- Legislation: required by state or federal legislation or regulation
- Hazard: removes an obvious or potential hazard to public health or safety
- Efficiency: replaces equipment or facility that is obsolete, or would be too costly to repair or maintain and better utilizes existing standard of service
- Standard of Service maintains or provides existing standard of service
- Economic Advantage: directly benefits the Town's economic base by increasing property values or other revenue potential
- Increased Service: expands or increases a service or improves a standard of service
- New services: makes possible a new service or increases convenience of an existing service.

**Priority of Function (check all that apply)**

- Protection of persons and property: police, fire, rescue, inspections, etc.
- Environmental health: water, sewer, sanitation, public health, etc.
- Heritage and cultural: education, libraries, etc.
- Housing: public housing, etc.
- Pedestrian and vehicular transportation: street construction and maintenance, parking, etc
- Recreation: parks, athletic programs, etc.
- General government: office facilities, central services, etc.

**Projected Costs by Year**

<b>FY 2024</b>	<input type="text" value="42,000"/>	<b>FY 2030</b>	<input type="text" value="50,000"/>
<b>FY 2025</b>	<input type="text" value="46,200"/>	<b>FY 2031</b>	<input type="text"/>
<b>FY 2026</b>	<input type="text"/>	<b>FY 2022</b>	<input type="text"/>
<b>FY 2027</b>	<input type="text"/>	<b>FY 2033</b>	<input type="text"/>
<b>FY 2028</b>	<input type="text" value="50,000"/>	<b>TOTAL</b>	<input type="text"/>
<b>FY 2029</b>	<input type="text" value="50,000"/>		

**Other Comments**

I requested bids from three dealers. One was unable to quote, saying it was too far out, one did not reply at all, and one gave me the quote I used here.

DEPARTMENT: SHELLFISH

REQUESTED BY: Nancy Civetta

Project Description & Objectives

Outboard motor replacement plan.

Project Need & Background

Our marine techs advised us to replace our outboard motors on our skiff and barge every ten years.

Priority #	of Projects Submitted	Priority #	for Fiscal Year
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2026, 2030"/>

Degree of Urgency (check all that apply)

- Legislation: required by state or federal legislation or regulation
- Hazard: removes an obvious or potential hazard to public health or safety
- Efficiency: replaces equipment or facility that is obsolete, or would be too costly to repair or maintain and better utilizes existing standard of service
- Standard of Service maintains or provides existing standard of service
- Economic Advantage: directly benefits the Town's economic base by increasing property values or other revenue potential
- Increased Service: expands or increases a service or improves a standard of service
- New services: makes possible a new service or increases convenience of an existing service.

Priority of Function (check all that apply)

- Protection of persons and property: police, fire, rescue, inspections, etc.
- Environmental health: water, sewer, sanitation, public health, etc.
- Heritage and cultural: education, libraries, etc.
- Housing: public housing, etc.
- Pedestrian and vehicular transportation: street construction and maintenance, parking, etc
- Recreation: parks, athletic programs, etc.
- General government: office facilities, central services, etc.

Projected Costs by Year

FY 2024	<input type="text"/>	FY 2030	<input type="text" value="30,000"/>
FY 2025	<input type="text"/>	FY 2031	<input type="text"/>
FY 2026	<input type="text" value="18,000"/>	FY 2022	<input type="text"/>
FY 2027	<input type="text"/>	FY 2033	<input type="text"/>
FY 2028	<input type="text"/>	TOTAL	<input type="text"/>
FY 2029	<input type="text"/>		

Other Comments

We will likely be able to pay for these out of the Shellfish Fund monies.

DEPARTMENT: SHELLFISH

REQUESTED BY: Nancy Civetta

Project Description & Objectives

Outboard motor replacement plan.

Project Need & Background

Our marine techs advised us to replace our outboard motors on our skiff and barge every ten years.

Priority #	of Projects Submitted	Priority #	for Fiscal Year
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2026, 2030"/>

Degree of Urgency (check all that apply)

- Legislation: required by state or federal legislation or regulation
- Hazard: removes an obvious or potential hazard to public health or safety
- Efficiency: replaces equipment or facility that is obsolete, or would be too costly to repair or maintain and better utilizes existing standard of service
- Standard of Service maintains or provides existing standard of service
- Economic Advantage: directly benefits the Town's economic base by increasing property values or other revenue potential
- Increased Service: expands or increases a service or improves a standard of service
- New services: makes possible a new service or increases convenience of an existing service.

Priority of Function (check all that apply)

- Protection of persons and property: police, fire, rescue, inspections, etc.
- Environmental health: water, sewer, sanitation, public health, etc.
- Heritage and cultural: education, libraries, etc.
- Housing: public housing, etc.
- Pedestrian and vehicular transportation: street construction and maintenance, parking, etc
- Recreation: parks, athletic programs, etc.
- General government: office facilities, central services, etc.

Projected Costs by Year

FY 2024	<input type="text"/>	FY 2030	<input type="text" value="30,000"/>
FY 2025	<input type="text"/>	FY 2031	<input type="text"/>
FY 2026	<input type="text" value="18,000"/>	FY 2022	<input type="text"/>
FY 2027	<input type="text"/>	FY 2033	<input type="text"/>
FY 2028	<input type="text"/>	TOTAL	<input type="text"/>
FY 2029	<input type="text"/>		

Other Comments

We will likely be able to pay for these out of the Shellfish Fund monies.

DEPARTMENT: SHELLFISH

REQUESTED BY: Nancy Civetta

Project Description & Objectives

Outboard motor replacement plan.

Project Need & Background

Our marine techs advised us to replace our outboard motors on our skiff and barge every ten years.

Priority #	of Projects Submitted	Priority #	for Fiscal Year
			2026, 2030

Degree of Urgency (check all that apply)

- Legislation: required by state or federal legislation or regulation
- Hazard: removes an obvious or potential hazard to public health or safety
- Efficiency: replaces equipment or facility that is obsolete, or would be too costly to repair or maintain and better utilizes existing standard of service
- Standard of Service maintains or provides existing standard of service
- Economic Advantage: directly benefits the Town's economic base by increasing property values or other revenue potential
- Increased Service: expands or increases a service or improves a standard of service
- New services: makes possible a new service or increases convenience of an existing service.

Priority of Function (check all that apply)

- Protection of persons and property: police, fire, rescue, inspections, etc.
- Environmental health: water, sewer, sanitation, public health, etc.
- Heritage and cultural: education, libraries, etc.
- Housing: public housing, etc.
- Pedestrian and vehicular transportation: street construction and maintenance, parking, etc
- Recreation: parks, athletic programs, etc.
- General government: office facilities, central services, etc.

Projected Costs by Year

FY 2024		FY 2030	30,000
FY 2025		FY 2031	
FY 2026	18,000	FY 2022	
FY 2027		FY 2033	
FY 2028		TOTAL	
FY 2029			

Other Comments

We will likely be able to pay for these out of the Shellfish Fund monies.



DEPARTMENT: SHELLFISH

REQUESTED BY: Nancy Civetta

Project Description & Objectives

Outboard motor replacement plan.

Project Need & Background

Our marine techs advised us to replace our outboard motors on our skiff and barge every ten years.

Priority #	of Projects Submitted	Priority #	for Fiscal Year
<input type="text"/>	<input type="text"/>	<input type="text"/>	2026, 2030

Degree of Urgency (check all that apply)

- Legislation: required by state or federal legislation or regulation
- Hazard: removes an obvious or potential hazard to public health or safety
- Efficiency: replaces equipment or facility that is obsolete, or would be too costly to repair or maintain and better utilizes existing standard of service
- Standard of Service maintains or provides existing standard of service
- Economic Advantage: directly benefits the Town's economic base by increasing property values or other revenue potential
- Increased Service: expands or increases a service or improves a standard of service
- New services: makes possible a new service or increases convenience of an existing service.

Priority of Function (check all that apply)

- Protection of persons and property: police, fire, rescue, inspections, etc.
- Environmental health: water, sewer, sanitation, public health, etc.
- Heritage and cultural: education, libraries, etc.
- Housing: public housing, etc.
- Pedestrian and vehicular transportation: street construction and maintenance, parking, etc
- Recreation: parks, athletic programs, etc.
- General government: office facilities, central services, etc.

Projected Costs by Year

FY 2024	<input type="text"/>	FY 2030	30,000
FY 2025	<input type="text"/>	FY 2031	<input type="text"/>
FY 2026	18,000	FY 2022	<input type="text"/>
FY 2027	<input type="text"/>	FY 2033	<input type="text"/>
FY 2028	<input type="text"/>	TOTAL	<input type="text"/>
FY 2029	<input type="text"/>		

Other Comments

We will likely be able to pay for these out of the Shellfish Fund monies.

DEPARTMENT:

REQUESTED BY:

**Project Description & Objectives**

**Oyster Tumbler**

**Project Need & Background**

As the department scales up its investment in catching wild oyster spat, we will need a tumbler to ensure we get the most seed as possible from our hats. In the long run, this means that we will be less reliant on buying oyster seed from hatcheries, saving money and utilizing the heritage of the wild Wellfleet oyster to the benefit of our commercial and recreational shellfisheries.

<b>Priority #</b>	<b>of Projects Submitted</b>	<b>Priority #</b>	<b>for Fiscal Year</b>
<input type="text" value="2"/>	<input type="text" value="3"/>	<input type="text" value="2"/>	<input type="text" value="2024"/>

**Degree of Urgency (check all that apply)**

- Legislation: required by state or federal legislation or regulation
- Hazard: removes an obvious or potential hazard to public health or safety
- Efficiency: replaces equipment or facility that is obsolete, or would be too costly to repair or maintain and better utilizes existing standard of service
- Standard of Service maintains or provides existing standard of service
- Economic Advantage: directly benefits the Town's economic base by increasing property values or other revenue potential
- Increased Service: expands or increases a service or improves a standard of service
- New services: makes possible a new service or increases convenience of an existing service.

**Priority of Function (check all that apply)**

- Protection of persons and property: police, fire, rescue, inspections, etc.
- Environmental health: water, sewer, sanitation, public health, etc.
- Heritage and cultural: education, libraries, etc.
- Housing: public housing, etc.
- Pedestrian and vehicular transportation: street construction and maintenance, parking, etc
- Recreation: parks, athletic programs, etc.
- General government: office facilities, central services, etc.

**Projected Costs by Year**

<b>FY 2024</b>	<input type="text" value="12,000"/>	<b>FY 2030</b>	<input type="text"/>
<b>FY 2025</b>	<input type="text"/>	<b>FY 2031</b>	<input type="text"/>
<b>FY 2026</b>	<input type="text"/>	<b>FY 2022</b>	<input type="text"/>
<b>FY 2027</b>	<input type="text"/>	<b>FY 2033</b>	<input type="text"/>
<b>FY 2028</b>	<input type="text"/>	<b>TOTAL</b>	<input type="text" value="12,000"/>
<b>FY 2029</b>	<input type="text"/>		

**Other Comments**

We reached out to four different vendors and got quotes for between \$8,200 and \$16,500, so we are budgeting \$12,000, in case aluminum and/or steel prices increase between now and next summer when we would put our order in (after July 1, 2023).

DEPARTMENT:

REQUESTED BY:

**Project Description & Objectives**

**Mayo Beach building repairs (old Shellfish Office)**

**Project Need & Background**

The old Shellfish Office has not been used in years, and the Shellfish Dept. has no summer workspace, which is our busiest season for nursery operations. Because we share our offices with the Beach Dept., we effectively have no place to get our work done except outside, which is usually fine, but it would be better if we had shelter, for us and the juvenile oysters we work with as part of our propagation activities. We also need a place to store our tools and equipment as opposed to in the back of our trucks and at the pit. These have been stolen time and again, and we need a place we can keep them inside. This building needs a new roof and windows and mold remediation.

<b>Priority #</b>	<b>of Projects Submitted</b>	<b>Priority #</b>	<b>for Fiscal Year</b>
<input type="text" value="3"/>	<input type="text" value="3"/>	<input type="text" value="3"/>	<input type="text" value="2024"/>

**Degree of Urgency (check all that apply)**

- Legislation: required by state or federal legislation or regulation
- Hazard: removes an obvious or potential hazard to public health or safety
- Efficiency: replaces equipment or facility that is obsolete, or would be too costly to repair or maintain and better utilizes existing standard of service
- Standard of Service maintains or provides existing standard of service
- Economic Advantage: directly benefits the Town's economic base by increasing property values or other revenue potential
- Increased Service: expands or increases a service or improves a standard of service
- New services: makes possible a new service or increases convenience of an existing service.

**Priority of Function (check all that apply)**

- Protection of persons and property: police, fire, rescue, inspections, etc.
- Environmental health: water, sewer, sanitation, public health, etc.
- Heritage and cultural: education, libraries, etc.
- Housing: public housing, etc.
- Pedestrian and vehicular transportation: street construction and maintenance, parking, etc
- Recreation: parks, athletic programs, etc.
- General government: office facilities, central services, etc.

**Projected Costs by Year**

<b>FY 2024</b>	<input type="text" value="60,500"/>	<b>FY 2030</b>	<input type="text"/>
<b>FY 2025</b>	<input type="text"/>	<b>FY 2031</b>	<input type="text"/>
<b>FY 2026</b>	<input type="text"/>	<b>FY 2022</b>	<input type="text"/>
<b>FY 2027</b>	<input type="text"/>	<b>FY 2033</b>	<input type="text"/>
<b>FY 2028</b>	<input type="text"/>	<b>TOTAL</b>	<input type="text" value="60,500"/>
<b>FY 2029</b>	<input type="text"/>		

**Other Comments**

This came before Town Meeting in 2019 and was voted down, however, the Shellfish Department has no indoor work space or storage space, and we feel it would be a good use of a Town building instead of letting it continue to deteriorate. It would also allow us to perform our job requirements more effectively and store our equipment in a safe place. The quote is less than 50% of the 2022 assessed value of the building, which is required under FEMA velocity zone rules. We will work with the DPW to ensure repairs are done appropriately by the appropriate entities.

DEPARTMENT:

REQUESTED BY:

**Project Description & Objectives**

Replacement of work boat

**Project Need & Background**

Our marine techs advised us that our work boats have a life span of about 20 years, which means that we should replace our Carolina skiff in FY2029, FY 2049, etc.

<b>Priority #</b>	<b>of Projects Submitted</b>	<b>Priority #</b>	<b>for Fiscal Year</b>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2029"/>

**Degree of Urgency** (check all that apply)

- Legislation: required by state or federal legislation or regulation
- Hazard: removes an obvious or potential hazard to public health or safety
- Efficiency: replaces equipment or facility that is obsolete, or would be too costly to repair or maintain and better utilizes existing standard of service
- Standard of Service maintains or provides existing standard of service
- Economic Advantage: directly benefits the Town's economic base by increasing property values or other revenue potential
- Increased Service: expands or increases a service or improves a standard of service
- New services: makes possible a new service or increases convenience of an existing service.

**Priority of Function** (check all that apply)

- Protection of persons and property: police, fire, rescue, inspections, etc.
- Environmental health: water, sewer, sanitation, public health, etc.
- Heritage and cultural: education, libraries, etc.
- Housing: public housing, etc.
- Pedestrian and vehicular transportation: street construction and maintenance, parking, etc
- Recreation: parks, athletic programs, etc.
- General government: office facilities, central services, etc.

**Projected Costs by Year**

FY 2024	<input type="text"/>	FY 2030	<input type="text"/>
FY 2025	<input type="text"/>	FY 2031	<input type="text"/>
FY 2026	<input type="text"/>	FY 2022	<input type="text"/>
FY 2027	<input type="text"/>	FY 2033	<input type="text"/>
FY 2028	<input type="text"/>	TOTAL	<input type="text"/>
FY 2029	<input type="text" value="35,000"/>		

**Other Comments**

We will likely be able to pay for this out of our Shellfish Fund monies.

**Rollover Decision**

**Attachment 1**

Asset Ford F 150 Truck ID# 18 VIN# 1FTMF1EB5JKE 27485  
 Type Pick-up truck Plate M91468 Condition Fair  
 Extent of Use Daily Purchase Date 06/2018 Purchase Cost Base 18,710.00  
 Mfg's Projected Life Span 116 yrs. Primary Use Shellfish Dept. Patrols  
 Anticipated Life Span 5 yrs. Secondary Use Shellfish Dept Propagation  
 (based on NE weather & Salt)  
 Mfg's expected mpg 20 Trade in or Auction Value as of 9/28/21 \$ 4,000

**SERVICE RECORD**

Date	Miles, Engine Hours, Fuel Used, Service Provided	Parts \$	Labor \$
6/21/21		342.06	
6/18/21	Brakes + caliper	168.34	510.40 DPW
4/12/21	47985 Starter + rear brakes	248.72	599.50
11/20/20	Alternator	499.02	DPW
4/29/20	34068 Starter + battery replace	199.95	39.45
1/22/20	30190 Water pump + Serp belt replace, IWE work		
1/17/20	Shaft Assy	316.27	DPW

Continued on attached page

**PROJECTED SERVICE** Next 12 Months (include down time & labor costs)

**REPLACEMENT INFORMATION**

Target Date for Replacement 07/01/22

Base Cost of Replacement \$ 30,000 Cost of Extras (detail) \$ \_\_\_\_\_

Quoted by [Signature] Date \_\_\_\_\_

**OTHER**

Rental Equivalent Cost Per Year N/A

Cost of Insurance per Year \_\_\_\_\_  
 Cost of Registration per Year \_\_\_\_\_  
 Annual Note Payments \_\_\_\_\_  
 Ownership Cost per Year \_\_\_\_\_

Rental Terms \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Date	Miles or job hours	Part used, Service provided
12/6/19		Brakes, brake pads
11/13/19	27440	Starter, belt
10/14/19		mirror Assy
5/21/19	19410	Starter
11/16/18	7169	Carpet Sticking, insulation work

Rate #	Unit #
45436	DPW
12229	DPW
Recall #	18527

# Town of Wellfleet



# PURCHASE ORDER

Wellfleet Shellfish Department  
300 Main Street  
Wellfleet, MA 02667  
Phone 508-349-0325 Fax 508-349-0305

DATE:  
June 14, 2018

ORDER # 19-01  
FY 2019

To: Chatham Ford  
781 Main St.  
Chatham, MA 02633  
Attn: Leo Kerivan  
Chris Bruno

Ship To: Town of Wellfleet  
Department of Public Works  
220 W Main Street  
Wellfleet, MA 02667

DESCRIPTION	AMOUNT
Ford F150 Truck, delivery ASAP, see attached QUOTE <u>Delivery</u> : Week of July 2 per phone conversation 6/30/18, 9:15 a.m.	\$18,710.00
Check payable To: Chatham Ford.	
TOTAL AMOUNT NOT TO EXCEED	\$18,710.00

ORDERED BY: Nancy Civetta, Shellfish Constable

TOWN ADMINISTRATOR APPROVED: Ann R. Heort



Disclaimer: This window sticker is only representative of the information contained on an actual window sticker, and may or may not match the actual window sticker on the vehicle itself. Please see your retailer for further information.

**Vehicle Description**

**F-150**      2018 F150 4X4 R/C  
 3.3L V6 PFDI  
 ELEC 6-SPEED AUTO W/TOW MODE

VIN 1FTMF1EB5JK E27485

**Exterior**  
 • SHADOW BLACK  
**Interior**  
 MEDIUM EARTH GRAY CLOTH 40/20/40 FRONT SEAT

**Standard Equipment INCLUDED AT NO EXTRA CHARGE**

**EXTERIOR**

- . EASY FUEL CAPLESS FILLER
- . HALOGEN HEADLAMPS (ON/OFF)
- . PICKUP BOX TIE DOWN HOOKS
- . WIPERS- INTERMITTENT

**INTERIOR**

- CONTROL, SINGLE ZONE
- . ILLUMINATED ENTRY
- . POWERPOINTS

**FUNCTIONAL**

- . AUTO START STOP TECH
- . DYNAMIC HITCH ASSIST
- . ELECTRIC-ASSIST PARK BRAKE
- . FAIL-SAFE COOLING SYSTEM
- . HILL START ASSIST
- . OUTBOARD MNTD REAR SHOCKS
- . REAR VIEW CAMERA

**SAFETY/SECURITY**

- . AIRBAGS - FRONT SEAT
- . AIRBAGS - SAFETY CANOPY
- . CTR HIGH MOUNT STOP LAMP
- . SOS POST CRASH ALERT SYS
- . 3YR/36,000 BUMPER / BUMPER
- . 5YR/60,000 ROADSIDE ASSIST

- . DAYTIME RUNNING LIGHTS
- . FULLY BOXED STEEL FRAME
- . HEADLAMPS - AUTOLAMP
- . LOCKING REMOVABLE TAILGATE
- . TRAILER SWAY CONTROL
- . A/C W/MANUAL CLIMATE
- . DUAL SUNVISORS
- . OUTSIDE TEMP DISPLAY
- . TILT/TELESCOPE STR COLUMN
- . 4-WHEEL DISC BRAKES W/ABS
- . CURVE CONTROL
- . ELECT 4X4 SHIFT-ON-FLY
- . FADE-TO-OFF INTERIOR LIGHT
- . GAS-CHARGED SHOCKS
- . MANUAL FOLD MIRRORS
- . PWR RACK AND PINION STEER
- . SELECTSHIFT TRANSMISSION
- . ADVANCETRAC WITH RSC
- . MOUNTED SIDE IMPACT SIDE CURTAIN
- . SECURILOCK PASS ANTI THEFT
- . TIRE PRESSURE MONITOR SYS

**WARRANTY**

- . 5YR/60,000 POWERTRAIN

**Price Information**      **MSRP**  
**STANDARD VEHICLE PRICE**      **\$32,650**

**Included on this Vehicle**

EQUIPMENT GROUP 100A  
 XL SERIES

**Optional Equipment**

2018 MODEL YEAR  
 SHADOW BLACK  
 • DARK GRAY CLOTH 40/20/40  
 • 17" SILVER STEEL WHEELS  
 3.3L V6 PFDI  
 ELEC 6-SPEED AUTO W/TOW MODE  
 .265/70R 17 OWL (A/S A/T)  
 3.73 RATIO REGULAR AXLE  
 6390# GVWR PACKAGE  
 JOB #2 ORDER  
 FRONT LICENSE PLATE BRACKET  
 CALIFORNIA EMISSIONS SYSTEM  
 CLASS IV TRAILER HITCH  
 FLEX FUEL VEHICLE

95

TOTAL VEHICLE & OPTIONS      32,745  
 DESTINATION & DELIVERY      1,395

**TOTAL MSRP**      **\$34,140**

Disclaimer: Option pricing will be blank for any item that is priced as 0 or "No Charge".



Estimated Annual Fuel Cost: \$

**Vehicle Engine Information**

Actual mileage will vary with options, driving conditions, driving habits and vehicle's condition. Results reported to EPA indicate that the majority of vehicles with these estimates will achieve between \_ and \_ mpg in the city and between \_ and \_ mpg on the highway. For Comparison Shopping all vehicles classified as have been issued mileage ratings from \_ to \_ mpg city and \_ to \_ mpg highway.



Ford Extended Service Plan is the ONLY service contract backed by Ford and honored by the Ford and Lincoln dealers. Ask your dealer for prices and additional details or see our website at [www.Ford-ESP.com](http://www.Ford-ESP.com).

- Add undercoat
- add spray lines
- \* add seat covers (+250) \*
- black instead of requested white
- cloth seats instead of vinyl \*

18061  
 \* 250  
 18311  
 399 documentatin  
 # 18710.00





## SELECTBOARD

AGENDA ACTION REQUEST  
Meeting Date: December 20, 2022

# VII

### BUSINESS

~ D - 5 ~

<b>REQUESTED BY:</b>	<b>Town Administrator</b>
<b>DESIRED ACTION:</b>	<b>To hear the presentation from the town administrator about the capital improvement budget for the town's IT department</b>
<b>PROPOSED MOTION:</b>	<b>I move to approve the 10-year Capital Improvement Plan for The Wellfleet IT Department</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 20, 2022

# VII

### BUSINESS

~ D - 6 ~

<b>REQUESTED BY:</b>	<b>Maurice's Campground Planning Committee &amp; Town Administrator</b>
<b>DESIRED ACTION:</b>	<b>To review and approve the 10-year Capital Improvement Plan for the Planning and Development of Maurice's Campground</b>
<b>PROPOSED MOTION:</b>	<b>I move to approve the 10-year Capital Improvement Plan for The Planning and Development for Maurice's Campground as presented at tonight's meeting.</b>
<b>SUMMARY:</b>	
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____

DEPARTMENT: Maurice's Campground

REQUESTED BY: Town Administrator

Project Description & Objectives

Maurice Housing Planning and Development

Project Need & Background

Town purchased Maurice's Campground with the vision of developing for affordable housing opportunities. This request will allow the planning committee to utilize a facilitator and/or consulting services for visioning efforts to determine best future use of the site.

Priority # of Projects Submitted Priority # for Fiscal Year
3 3 1 2024

Degree of Urgency (check all that apply)

- Legislation: required by state or federal legislation or regulation
Hazard: removes an obvious or potential hazard to public health or safety
Efficiency: replaces equipment or facility that is obsolete, or would be too costly to repair or maintain and better utilizes existing standard of service
Standard of Service maintains or provides existing standard of service
Economic Advantage: directly benefits the Town's economic base by increasing property values or other revenue potential
Increased Service: expands or increases a service or improves a standard of service
New services: makes possible a new service or increases convenience of an existing service.

Priority of Function (check all that apply)

- Protection of persons and property: police, fire, rescue, inspections, etc.
Environmental health: water, sewer, sanitation, public health, etc.
Heritage and cultural: education, libraries, etc.
Housing: public housing, etc.
Pedestrian and vehicular transportation: street construction and maintenance, parking, etc
Recreation: parks, athletic programs, etc.
General government: office facilities, central services, etc.

Projected Costs by Year

Table with 2 columns: Year (FY 2024 to FY 2029 and TOTAL) and Cost (50000 for FY 2024, others empty)

Other Comments

Empty text box for other comments

DEPARTMENT: Maurice's Campground

REQUESTED BY: Town Administrator

Project Description & Objectives

Maurice Wastewater Planning

Project Need & Background

Town purchased Maurice's Campground with the vision of developing for affordable housing opportunities. This request will allow the planning team to utilize engineering and consulting services to evaluate existing infrastructure and plan for future wastewater needs associated with developing the site.

Priority # of Projects Submitted Priority # for Fiscal Year
2 3 1 2024

Degree of Urgency (check all that apply)

- Legislation: required by state or federal legislation or regulation
Hazard: removes an obvious or potential hazard to public health or safety
Efficiency: replaces equipment or facility that is obsolete, or would be too costly to repair or maintain and better utilizes existing standard of service
Standard of Service maintains or provides existing standard of service
Economic Advantage: directly benefits the Town's economic base by increasing property values or other revenue potential
Increased Service: expands or increases a service or improves a standard of service
New services: makes possible a new service or increases convenience of an existing service.

Priority of Function (check all that apply)

- Protection of persons and property: police, fire, rescue, inspections, etc.
Environmental health: water, sewer, sanitation, public health, etc.
Heritage and cultural: education, libraries, etc.
Housing: public housing, etc.
Pedestrian and vehicular transportation: street construction and maintenance, parking, etc
Recreation: parks, athletic programs, etc.
General government: office facilities, central services, etc.

Projected Costs by Year

FY 2024 150000 FY 2030
FY 2025
FY 2026
FY 2027
FY 2028
FY 2029
FY 2031
FY 2022
FY 2033
TOTAL

Other Comments

Empty text box for other comments.

DEPARTMENT: Maurice's Campground

REQUESTED BY: Town Administrator

Project Description & Objectives

Eastham Municipal Water Main Extension

Project Need & Background

The Town purchased Maurice's campground in December of 2022 with limited water supply from their two production wells. In order to maximize the development on the site the Town should opt-in to connecting to the Eastham municipal water system. Eastham has endorsed the connection.

Priority # of Projects Submitted Priority # for Fiscal Year
1 3 1 2024

Degree of Urgency (check all that apply)

- Legislation: required by state or federal legislation or regulation
Hazard: removes an obvious or potential hazard to public health or safety
Efficiency: replaces equipment or facility that is obsolete, or would be too costly to repair or maintain and better utilizes existing standard of service
Standard of Service maintains or provides existing standard of service
Economic Advantage: directly benefits the Town's economic base by increasing property values or other revenue potential
Increased Service: expands or increases a service or improves a standard of service
New services: makes possible a new service or increases convenience of an existing service.

Priority of Function (check all that apply)

- Protection of persons and property: police, fire, rescue, inspections, etc.
Environmental health: water, sewer, sanitation, public health, etc.
Heritage and cultural: education, libraries, etc.
Housing: public housing, etc.
Pedestrian and vehicular transportation: street construction and maintenance, parking, etc
Recreation: parks, athletic programs, etc.
General government: office facilities, central services, etc.

Projected Costs by Year

Table with 2 columns: Year (FY 2024 to FY 2029 and TOTAL) and Projected Cost (input fields). FY 2024 cost is 500000.

Other Comments

Large empty text box for other comments.



## SELECTBOARD

AGENDA ACTION REQUEST  
Meeting Date: December 20, 2022

# VII

### BUSINESS

~ E ~

<b>REQUESTED BY:</b>	Ryan Curley ~ Chair
<b>DESIRED ACTION:</b>	To review and approve the inclusionary Zoning Bylaw Amendment
<b>PROPOSED MOTION:</b>  <b>Summary:</b>	I move to refer the inclusionary Zoning Bylaw Amendment as drafted to town counsel for review and comment and to the planning board as a draft for comment.
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____

**ARTICLE NO. ## INCLUSIONARY ZONING BYLAW**

- A. To amend Chapter 235, Article II DEFINITIONS by inserting the following definitions in alphabetical order

**§235 - 2.1 Definitions**

Affordability Gap – the difference in between the appraised value of dwelling units permitted §235 – 6.28 Inclusionary Zoning Bylaw to affordable units with a comparable number of bedrooms eligible for inclusion in the Town’s Chapter 40B Subsidized Housing Inventory as maintained by the Department of Housing and Community Development (DHCD).

**§235 – 6.28 INCLUSIONARY ZONING BYLAW**

**§235 – 6.28.1 Purpose and Intent**

The purpose of this bylaw is to encourage development of new housing that is affordable to persons of various age and income levels in accordance with Massachusetts General Law, Chapter 40A, Section 9, which allows municipalities to adopt “incentive” ordinances for the creation of affordable year-round housing, and for the purpose of:

- A. Helping people who, because of rising land prices, have been unable to obtain suitable housing at an affordable price; and,
- B. Encourage the creation of a range of housing opportunities for households of all incomes, ages and sizes in order to support a strong, stable and diverse year-round community and a viable and healthy local workforce and to prevent the displacement of Wellfleet residents;
- C. Mitigate the negative impact of residential development on the availability and cost of housing;
- D. Protect the long-term affordability of such housing through appropriate, enforceable restrictions that run with the land;
- E. to create dwelling units eligible for inclusion in the Town’s Chapter 40B Subsidized Housing Inventory as maintained by the Department of Housing and Community Development (DHCD).

**§235 6.28.2 Applicability**

In the CD, R1, R2, C and C2 zoning districts, the inclusionary zoning provisions of this section shall apply to the following uses:

- A. Any project that results in a net increase of two or more dwelling units as part of a single application, whether by new construction or by the alteration or rehabilitation of existing structures.

**§235 6.28.3 Mandatory Provision of Affordable or Community Housing for Development of New Residential Units**

In order to contribute to the local stock of Affordable and Community Housing, any residential development identified in Section 6.28.2 A shall provide a percentage of the dwelling units as deed restricted Affordable and/or Community Housing units. This Affordable/Community Housing

requirement shall be one-sixth (16.67%) of the new dwelling units developed rounded up to the nearest whole affordable unit and shall be made a condition of a Special Permit, or the applicant shall meet the requirement in accordance with the following:

- A. Development of 2 new dwelling units shall require the granting of a Special Permit by the Zoning Board of Appeals and either one dwelling unit shall be subject to a covenant with the Town of Wellfleet, in a form acceptable to the Town of Wellfleet to be recorded by the applicant/owner at the Barnstable County Registry of Deeds, covenanting and guaranteeing that the unit shall be rented and/or leased for a period of not less than twelve (12) consecutive months or that the units shall be owner occupied on a permanent basis, or subject. Or a Payment in Lieu of providing an affordable unit to be made to the Wellfleet Affordable Housing Trust Fund to fulfill the Affordable/Community Housing requirement.
- (1) Payment shall be made in accordance with the following formula:
    - a. Payment in Lieu = (total # of new dwelling units)x(16.67%)x(affordability gap)x(50%)
  - (2) The applicant shall pay for all appraisals, and the Town shall approve the applicant's chosen appraiser
  - (3) The Payment in Lieu shall be made at and upon the sale or certificate of occupancy of each unit, whichever occurs sooner. When the development consists of year-round rental units, a lien shall be filed against the property which states that the Payment in Lieu shall be deferred until such time as the year-round rental use ceases, with the full balance due upon change of use.
- B. Development of 3 to 6 new dwelling units shall require the granting of a Special Permit by the Zoning Board of Appeals and a Payment in Lieu of providing an affordable unit to be made to the Wellfleet Affordable Housing Trust Fund to fulfill the Affordable/Community Housing requirement.
- (1) Payment shall be made in accordance with the following formula:
    - For 3-4 new dwelling units, the Payment in Lieu= (total # of new dwelling units)x(16.67%)x(affordability gap)x(67%)
    - For 4-6 new dwelling units, the Payment in Lieu= (total # of new dwelling units)x(16.67%)x(affordability gap)x(100%)
  - (2) The applicant shall pay for all appraisals, and the Town shall approve the applicant's chosen appraiser
  - (3) The Payment in Lieu shall be made at and upon the sale or certificate of occupancy of each unit, whichever occurs sooner. When the development consists of year-round rental units, a lien shall be filed against the property which states that the Payment in Lieu shall be deferred until such time as the year-round rental use ceases, with the full balance due upon change of use
- C. Development of 7 or more new dwelling units shall require the granting of a Special Permit by the Zoning Board of Appeals and at least one-sixth (16.67%) of the new units created shall be established as Affordable or Community Housing units in any one or combination of methods provided for below:
- (1) The Affordable or Community Housing units shall be constructed or rehabilitated on the site subject to the Special Permit, in accordance with Section 6.28.4



- (2) The Affordable or Community Housing units shall be constructed or rehabilitated on a site other than the one subject to the Special Permit, in accordance with §235 Section 6.28.4, provided justification is provided that on-site development of units is not feasible and off-site development of units is beneficial to the Town, and Special Permits are granted contemporaneously for both developments; or
- (3) A Payment in Lieu of providing Affordable or Community Housing units shall be made to the Wellfleet Affordable Housing Trust Fund. Payment shall be made accordance with the following formula:
  - a) For 6 or more new dwelling units, the Payment in Lieu = (total # of new dwelling units)x(16.67%)x(affordability gap)x(150%)
- (4) The applicant shall pay for all appraisals, and the Town shall approve the applicant's chosen appraiser
- (5) The Payment in Lieu shall be made at and upon the sale or certificate of occupancy of each unit, whichever occurs sooner. When the development consists of year-round rental units, a lien shall be filed against the property which states that the Payment in Lieu shall be deferred until such time as the year-round rental use ceases, with the full balance due upon change of use.
- (6) A Land Donation in Lieu of providing Affordable or Community Housing units shall be provided to the Wellfleet Affordable Housing, provided that:
  - a) The receiving organization agrees in writing to accept the land; and
  - b) The applicant demonstrates to the Zoning Board of Appeal's satisfaction that the land serves the future development of Affordable and/or Community Housing; and
  - c) The value of donated land shall be equivalent to or greater than the value of a Payment in Lieu. The Zoning Board of Appeals may require, prior to accepting land as satisfaction of the requirements of this bylaw, that the applicant submit an appraisal of the land in question that was prepared by a licensed appraiser using professionally accepted methods, as well as other data relevant to the determination of equivalent value, and the Zoning Board of Appeals may obtain expert peer review of the appraisal at the applicant's expense; and
  - d) Closing on the land donation shall occur before the issuance of the first building permit.

**§235 6.28.4 Provisions Applicable to Affordable and Community Housing Units Located On-Site and/or Off-Site**

- A. Affordable and Community Housing units created in accordance with this bylaw shall use deed restrictions that require the units to remain income restricted in perpetuity or the longest period allowed by law and for so long as the unit or project does not conform to the otherwise applicable underlying zoning requirements and any such restriction shall be held by the Town and be released only by a vote of Town Meeting as provided for by state law. Such restriction shall also grant the Town a right of first refusal to purchase a unit in the event that a subsequent qualified purchaser cannot be located, which the Town shall have the right but not the

obligation to exercise and shall not release the deed restriction if a qualified purchaser cannot be located.

- B. No Building Permit shall be issued for any units in the development until the Zoning Board of Appeals receives evidence that the Affordable Housing restriction has been approved by DHCD, or the Community Housing restriction has been approved by Town Counsel.
- C. No Certificate of Occupancy shall be issued for any units in the development until the Building Commissioner receives evidence that the housing restriction has been executed and recorded at the Barnstable County Registry of Deeds.
- D. Affordable and Community Housing units shall be integrated with the rest of the development or with the off-site location, and shall be comparable to and indistinguishable from market rate units in exterior design, including appearance, construction and quality of materials, and in energy efficiency.
- E. The number of bedrooms in each Affordable or Community Housing unit shall be made a part of the Special Permit and shall be based on local need as determined by the Zoning Board of Appeals in consultation with the Wellfleet Housing Authority.
- F. Owners and tenants of Affordable and Community Housing units and market rate units shall have the same rights and privileges to access and use any of the development's amenities and facilities.
- G. The development of Affordable and Community Housing units shall take place at the same rate and timeframe as the development of market rate units.
  - 1) Building Permits for any phase shall be issued at a ratio of five (5) market rate units to one (1) Affordable/Community Housing unit. Building Permits for subsequent phases shall not be issued unless all the required Affordable and/or Community Housing units in the preceding phase are constructed and the deed restrictions recorded. The last unit permitted, constructed and occupied shall be a market rate unit.
  - 2) The project may also be constructed in its entirety with all permits issued at once, provided that the occupancy permits are issued at a ratio of five (5) market rate units to one (1) Affordable/Community Housing unit. The last certificate of occupancy to be issued shall be for a market rate unit and shall not be issued unless and until all Affordable and/or Community Housing units are occupied.

#### **§235 6.28.5 Maximum Incomes and Selling Price; Affordable and Community Housing Inventory**

Maximum rents and/or sale price shall not exceed 30% an occupant's or tenant's annual income for a household at or below 80% of Area Median Income adjusted by household size.

#### **§235 6.28.6. Segmentation Prohibition**

Developments shall not be phased or segmented to avoid compliance with conditions or provisions of this bylaw. "Segmentation" shall be defined as subdividing one parcel of land into two or more parcels of land in such a manner that each parcel can support only a single dwelling unit or phased development that cumulatively results in a net increase of two or more dwelling units above the number existing thirty-six (36) months earlier on any parcel or set of contiguous parcels held in common ownership or under common control on or after the effective date of this Section.

#### **§235 6.28.7 Conflict with Other Bylaws**

The provisions of this bylaw shall be considered supplemental of existing zoning bylaws. To the extent that a conflict exists between this bylaw and others, the more restrictive bylaw, or provisions therein, shall apply.

**§235 6.28.8 Severability**

If any provision of this bylaw is held invalid by a court of competent jurisdiction, the remainder of the bylaw shall not be affected thereby. The invalidity of any section or sections or parts of any section or sections of this bylaw shall not affect the validity of the remainder of Wellfleet's Zoning Bylaws.

# Local Market Update – November 2022

A Research tool provided by the Cape Cod and Islands Association of REALTORS®, Inc.



## Wellfleet

### Single-Family Properties

Key Metrics	November			Year to Date		
	2021	2022	+ / -	2021	2022	+ / -
Pending Sales	9	5	- 44.4%	66	57	- 13.6%
Closed Sales	13	7	- 46.2%	71	56	- 21.1%
Median Sales Price*	\$826,000	<b>\$975,000</b>	+ 18.0%	\$805,000	<b>\$920,000</b>	+ 14.3%
Inventory of Homes for Sale	5	11	+ 120.0%	--	--	--
Months Supply of Inventory	0.8	2.2	+ 175.0%	--	--	--
Cumulative Days on Market Until Sale	16	19	+ 18.8%	42	24	- 42.9%
Percent of Original List Price Received*	105.3%	<b>97.2%</b>	- 7.7%	101.9%	<b>103.2%</b>	+ 1.3%
New Listings	7	6	- 14.3%	64	71	+ 10.9%

\* Does not account for seller concessions. | Activity for one month can sometimes look extreme due to small sample size.

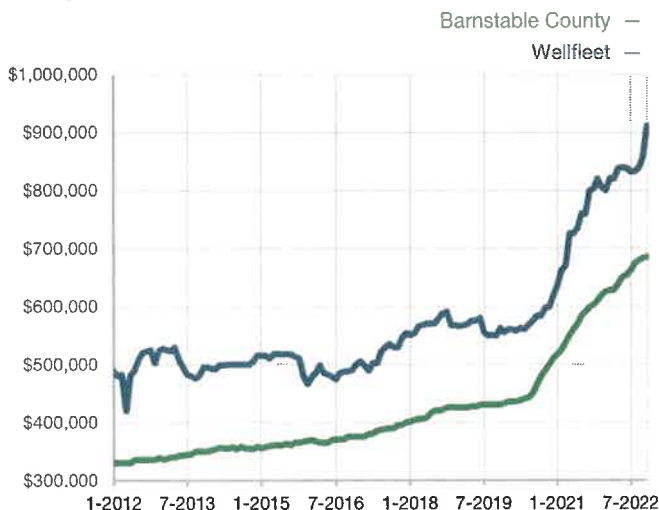
### Condominium Properties

Key Metrics	November			Year to Date		
	2021	2022	+ / -	2021	2022	+ / -
Pending Sales	1	0	- 100.0%	11	13	+ 18.2%
Closed Sales	3	2	- 33.3%	12	15	+ 25.0%
Median Sales Price*	\$502,000	<b>\$390,750</b>	- 22.2%	\$334,500	<b>\$399,000</b>	+ 19.3%
Inventory of Homes for Sale	0	4	--	--	--	--
Months Supply of Inventory	0.0	2.6	--	--	--	--
Cumulative Days on Market Until Sale	10	9	- 10.0%	60	35	- 41.7%
Percent of Original List Price Received*	110.7%	<b>99.7%</b>	- 9.9%	101.4%	<b>101.2%</b>	- 0.2%
New Listings	0	0	--	9	18	+ 100.0%

\* Does not account for seller concessions. | Activity for one month can sometimes look extreme due to small sample size.

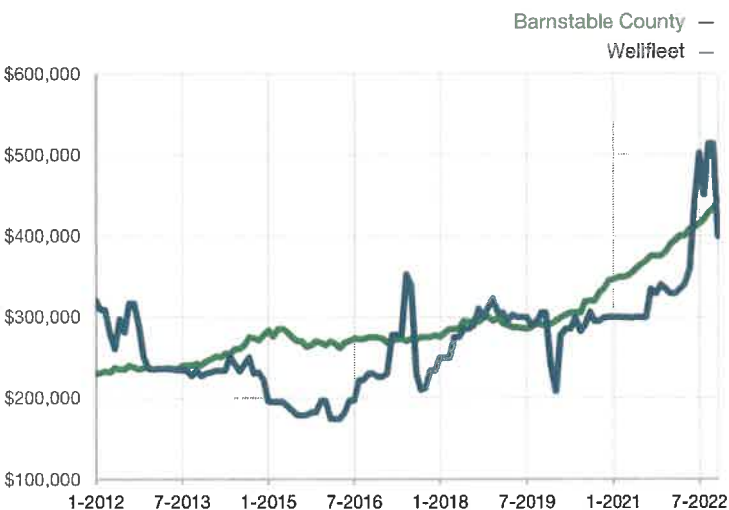
### Median Sales Price – Single-Family Properties

Rolling 12-Month Calculation



### Median Sales Price – Condominium Properties

Rolling 12-Month Calculation



# Local Market Update – November 2022

A Research tool provided by the Cape Cod and Islands Association of REALTORS®, Inc.



## Barnstable County

Single-Family Properties	November			Year to Date		
	2021	2022	+ / -	2021	2022	+ / -
<b>Key Metrics</b>						
Pending Sales	293	<b>242</b>	- 17.4%	3,910	<b>3,000</b>	- 23.3%
Closed Sales	367	<b>275</b>	- 25.1%	3,822	<b>3,010</b>	- 21.2%
Median Sales Price*	\$660,000	<b>\$669,000</b>	+ 1.4%	\$615,000	<b>\$690,000</b>	+ 12.2%
Inventory of Homes for Sale	424	<b>508</b>	+ 19.8%	--	--	--
Months Supply of Inventory	1.2	<b>1.9</b>	+ 58.3%	--	--	--
Cumulative Days on Market Until Sale	26	<b>36</b>	+ 38.5%	40	<b>29</b>	- 27.5%
Percent of Original List Price Received*	99.2%	<b>95.9%</b>	- 3.3%	101.0%	<b>100.5%</b>	- 0.5%
New Listings	256	<b>210</b>	- 18.0%	4,282	<b>3,678</b>	- 14.1%

\* Does not account for seller concessions. | Activity for one month can sometimes look extreme due to small sample size.

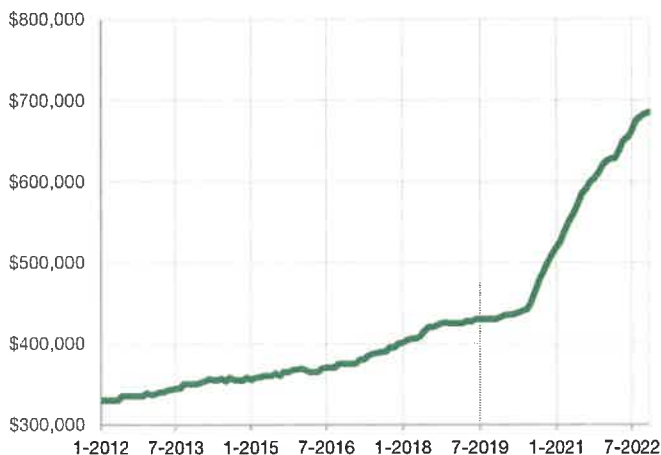
Condominium Properties	November			Year to Date		
	2021	2022	+ / -	2021	2022	+ / -
<b>Key Metrics</b>						
Pending Sales	84	<b>41</b>	- 51.2%	1,078	<b>792</b>	- 26.5%
Closed Sales	98	<b>69</b>	- 29.6%	1,027	<b>830</b>	- 19.2%
Median Sales Price*	\$391,475	<b>\$518,000</b>	+ 32.3%	\$375,000	<b>\$451,000</b>	+ 20.3%
Inventory of Homes for Sale	136	<b>145</b>	+ 6.6%	--	--	--
Months Supply of Inventory	1.4	<b>2.1</b>	+ 50.0%	--	--	--
Cumulative Days on Market Until Sale	21	<b>26</b>	+ 23.8%	46	<b>33</b>	- 28.3%
Percent of Original List Price Received*	99.5%	<b>97.8%</b>	- 1.7%	99.9%	<b>100.8%</b>	+ 0.9%
New Listings	65	<b>49</b>	- 24.6%	1,112	<b>906</b>	- 18.5%

\* Does not account for seller concessions. | Activity for one month can sometimes look extreme due to small sample size.

### Median Sales Price – Single-Family Properties

Rolling 12-Month Calculation

Barnstable County —



### Median Sales Price – Condominium Properties

Rolling 12-Month Calculation

Barnstable County —







# SELECTBOARD

AGENDA ACTION REQUEST  
Meeting Date: December 20, 2022

VIII

---

## SELECTBOARD REPORTS:

Reported by:	Topic:



## SELECTBOARD

AGENDA ACTION REQUEST  
Meeting Date: December 20, 2022

IX

---

### TOWN ADMINISTRATOR REPORTS

- **Please see Selectboard packet for full report**



# MEMORANDUM

TOWN OF WELLFLEET MASSACHUSETTS 02667  
Tel (508) 349-0300 Fax (508) 349-0305  
www.wellfleet-ma.gov

To: Selectboard  
From: Richard J. Waldo, Town Administrator  
Cc: Rebekah Eldridge, Executive Assistant to Town Administrator  
Subject: Department Update Report for the December 20, 2022 Select Board Meeting  
Date: December 13, 2022

---

## Administration

- We had our Housing Production Plan Forum on Thursday, 12/8. It was well attended! The slides can be viewed here:  
<https://acrobat.adobe.com/link/track?uri=urn:aaid:scds:US:058f629c-78f4-44ce-a496-d66e1c98840e>
- Bids were opened for the Clean Sand Dredging engineering/permit drawings project on 11/30. There were 4 bidders. Bids are still being reviewed and analyzed.
- 95 Lawrence – POAH/CDP has been invited to apply for DHCD funding in January. Field testing was also conducted last week at the 95 Lawrence Ballfield with coordination with the Town's Engineer.
- The Town has successfully taken ownership of Maurice's Campground, the closing was held on December 15<sup>th</sup>. The release of a Request For Proposals (RFP) for campground operations is soon to be released for response.
- Budget meeting are taking place with department heads with the hopes of being in front of the finance committee in January.
- On behalf of the staff in Wellfleet we would like to wish you all a happy and safe holiday season.

## Building

- Review Building Permit Applications, Issue Permits, Issue Certificates of Occupancy, Issue Certificates of Completion, Annual Inspections, Issue Certificate of Inspections, building site inspections, Respond to Complaints, Office Hours 8:00 – 10:30 a.m., (or by appointment) to address Building Code and Zoning questions with applicants and the public.
- Responding to written complaint letter concerning 70 Main Street, regarding (7) alleged Town of Wellfleet Zoning Bylaw Violations from an abutter to 70 Main Street property.
- Reviewing 2023 Business License applications.

## Community Services

- No Update



## Harbormaster

- Fuel tanks: Many exciting things happening in the world of fuel tanks, not really! But it is quite stimulating to be working with the Contractor and Engineer finalizing orders, details, delivery dates, and the like.
- Concrete docks: Docks 5-10, materials have been ordered, and construction is continued once again. With the current financial climate and how the drastic increase in inflation, from the 1% for years to the current 7,8 9%'s we have seen recently, it is very hard to accurately predict the cost of materials and goods. We will most likely be asking for a transfer of the parking revenue to the materials budget line in the near future to finally finish this project.
- Parking: At their request I met with the members of the Marina Advisory Committee on a brisk afternoon not for the faint of heart (ask all of our Pedestrian traffic) to go over parking layouts and ideas to aid (combat?) the summer influx of visitors to our humble community. We have grown as a town, we must manage for not only the future but the present.
- Staffing: Due to various reasons we have been down to one employee for most of our operational hours, hopefully trying to overlap through passing. Which reminds me of Henry Wadsworth Longfellow's "Ships that pass in the night, and speak each other in passing, Only a signal shown and a distant voice in the darkness; So on the ocean of life, we pass and speak one another, Only a look and a voice, then darkness again and a silence". But this begs the question of safety, Staff safety, this is an issue that needs to be addressed before something happens. Even at full force there is only two full time employees, then you add in vacations, time off, sickness, and medical emergencies it is not a good look for the Town. I called a few (almost all) marinas, and Harbormasters which are typically separate entities I have yet to find one without an administrative assistant as well as the typical depart size is two trending to three full time Harbormasters.
- Winter Solstice: As we all do our own Kachina dance to honor the sun's rebirth, we are reminded of the change in weather, where times can become extreme in an instant. And it is constantly on our mind as we spend the valuable sunlight hours preparing for what is to come. This is the time of year when the Fisherman are traveling around in colder darker waters, and we see an influx of migratory waterfowl and the Hunters that, well hunt them, but most are by small boat. So we stand semper paratus.

## Health/Conservation

- We are continuing to distribute covid antigen test kits to residents and employees of local businesses. In the previous two weeks we have had 0 positive test identified on our online reporting tool and may phase that out after the holidays and 2 identified in the state reporting database (PCR Only). The County is currently in the medium-risk category.
- We are beginning to see a rise in the number of flu cases across the county and RSV cases are also continuing to increase. We will continue to monitor these over the coming months.
- The BOH joint regional meeting has been rescheduled to zoom due to technical issues. The presentation on the Health Assessment will be given live in Wellfleet and broadcast to Truro and Provincetown on Wednesday December 14 at 5:00 pm. Patrice Barrett from

Barnstable County will review the results and give an overview of the report and discuss a roadmap for the future health and wellness of our communities.

<https://us02web.zoom.us/j/87694944039>

**Meeting ID:** 876 9494 4039

**Dial by your location**

+1 929 205 6099 US (New York)

- We continued working with Anne Reynolds from the Cape Cod Commission and Arozana Tesson from the Town of Truro on the revision to our septic and well viewer. We had a joint meeting with Lynne Martin, MIS from Provincetown and Zona Tesson, AHA from Truro to review our GIS software for compatibility with the other outer cape towns and the County and to review proposals from ESRI for future needs.
- We continue to work on our full submission for the APRA grant with our regional partners to meet the required deadline.
- We continued work on the regional CZM Resiliency Grant on shoreline management. This past week I submitted our monthly update to the state to comply with the grant requirements.
- I am attended and made public comment at the MA DEP hearing on the new proposed draft Title 5 regulations.
- Met with MA DEP employees to review design and installation issues with provisional use Enhanced I/A technologies. A list of questions was generated and will be transmitted for their review and formal response.
- Met with Barnstable County MASSTEC staff to review their EPA grant for RME work and to see how Wellfleet wants to partner and participate. We will be working collaboratively over the coming months and years and a formal MOU will be forthcoming. This is an exciting opportunity that has been in the works for a while.
- Met with NPS Staff to discuss a LOI for a UFWS fish passage grant for upper herring river culverts.

#### Fire

- No Update

#### Library

- No Update (sick)

#### Police

- This week the department, in conjunction with the DPW, completed the installation and activation of four new solar radar speed limit signs, in high-speed areas identified by residents that had the speed limit amended on several roads this past fall. The current location of these signs is as follows:
  - Main Street
  - East Commercial Street
  - Chequessett Neck Road

- Lieutenant Island

- As we continue to receive feedback from residents, we may make the decision to adjust the location of these signs at some point in the near future.
- Officer Michael Allen completed the annual Toys for Tots Stuff-A-Bus Challenge, collecting 168 new toys. These toys will be distributed to local families across the Cape. Officer Allen and Dispatcher Cheryl Kemmer also joined officers from all over the Cape to pick up buckets as part of the Coats4Vets program. Local Law enforcement are working with Massachusetts Military Support Foundation Inc, to help keep veterans and others warm this winter.
- December 1st marked the beginning of our Winter Impairment Driving Traffic Enforcement mobilization, "Drive Sober or Get Pulled Over." This will involve extra traffic enforcement on our town roads, funded by a Municipal Road Safety Grant that was awarded this past fall. The initiative runs through December 31.
- We are continuing to alternate Officers through their annual yearly 40-hour-in-service training to maintain POST Certification. This week's training saw officers completing their Taser recertification.

#### Public Works

- No Update

#### Recreation

- The Community Preservation Committee has voted to support for a pavilion/awning for the bandstand at the end of the Town pier. Successful passage at the ATM will enable enhanced usage by the rec dept and the community. Many thanks to the CPC committee, and all that supported this project.
- Recreation basketball season has begun with teams from grades 3-6 practicing. Wellfleet has 5 teams competing in grades K-6. Games for grades 3-6 begin after the holiday break.
- Open gym basketball for high school age through adult has begun at the Elementary School gym, this popular program has over 25 attendees per week.
- The Department is sponsoring a community free ice-skating session at the Charles Moore Arena in Orleans on January 1, 2023, from 11-1.
- Extensive planning is underway for winter after school and weekend activities and classes for all ages at Wellfleet Elementary School to augment current programming.

#### Shellfish Department

- We issued two written warnings for oyster seed to two shellfishermen and confiscated a bag of oysters with more than the state-allowed five percent of seed.
- Shellfishermen now pick into 100-count bags, yet our regulations state a limit is a bushel basket. The department conducted limit checks on many shellfishermen to educate them on the bushel basket limit and enforce this limit. We returned excess oysters to the flats from whence they came.

- 2023 shellfishing permits went on sale on December 1, and to date we have sold 124 totaling \$11,950.00. We conducted two first time commercial permit holder orientations.
- We received paperwork for two grant transfers and a grant extension, and public hearings will be held on Dec. 20. We also gave out paperwork for two other transfers and another extension.
- The application period for the grant lottery for the two one-acre grants on Egg Island closed. We received 19 applications, all of whom were eligible. Four qualified as wild harvesters and 15 as shellfishermen with grant experience. We spoke with each, letting them know the requirements for minimum productivity and the challenges these two parcels present and answering their questions.
- We confiscated the catch and explained to an Eastham recreational shellfisherman that he could not harvest on the Wellfleet flats on Lieutenant Island.
- Shellfish Constable Nancy Civetta continues to work with administration on the hiring of a Principal Clerk. She presented two regulation changes to the Selectboard; these are a work in progress. There will be a total of six shellfish-related public hearings and the shellfish grant lottery at the Dec. 20 Selectboard meeting.
- Civetta also met with the Harbormaster and a grant holder putting in a proposal for a grant extension to discuss the siting and size modifications the grant holder made to the extension in order to accommodate boating access. This is one of the public hearings on Dec. 20.
- Assistant Shellfish Constable John Mankevetch began taking our racks off our grant and is getting ready to do one last oyster distribution.
- Deputy Shellfish Constable Chris Manulla took our boat out of the water and trailered it for state water quality testing. He also hung up at Powers Landing and Indian Neck big, bright yellow “No Unauthorized Vehicles on the Beach” signs that the DPW made.
- The Center for Coastal Studies completed their counts of spat on the hats we lent them for their study on spat and sedimentation to create a baseline pre-Herring River restoration. They dropped the seed off for us, and we bagged it up and put it on our grant.
- The work on fixing the leaking roof was finished!
- We sent out a commercial Crier.



## SELECTBOARD

AGENDA ACTION REQUEST  
Meeting Date: December 20, 2022

X

---

### TOPICS FOR FUTURE DISCUSSION

- **The Selectboard will discuss a list of current items that are outstanding**



## SELECTBOARD

AGENDA ACTION REQUEST  
Meeting Date: December 20, 2022

XI

---

## VACANCY REPORTS

**\*\*\*Please see the packet for full report\*\*\***

Date: December 20, 2022  
To: Board of Selectmen  
From: Rebekah Eldridge  
Re: Vacancies on Town Boards

**Bike and Walkways Committee (5 members)**

Vacant Positions	Appointing Authority	Length of Term
2 Positions	Selectboard	1 year (complete term)

Requesting Appointment: No applications on file

**Board of Assessors (3 members, 1 alternate)**

Vacant Positions	Appointing Authority	Length of Term
1 alt Position	Selectboard	3 years

Requesting Appointment: No applications on file

**Board of Health (5 members, 2 alternates)**

Vacant Positions	Appointing Authority	Length of Term
0 alt Positions	Selectboard	3 years

Requesting Appointment: No applications on file

**Board of Water Commissioners (5 Members, 2 Alternates)**

Vacant Positions	Appointing Authority	Length of Term
2 alt Positions	Selectboard	3 years

Requesting Appointment: No applications on file

**Cable Advisory Committee (5 Members)**

Vacant Positions	Appointing Authority	Length of Term
1 Position	Selectboard	1 year

Requesting Appointment: **One application on file**

**Commission on Disabilities (up to 5 Members)**

Vacant Positions	Appointing Authority	Length of Term
1 Position	Selectboard	3 years

Requesting Appointment: No applications on file

**Conservation Commission (7 Members + 2 alternates)**

Vacant Positions	Appointing Authority	Length of Term
1 Positions	Selectboard	

2 alt Positions		3 years
-----------------	--	---------

Requesting Appointment: No applications on file

**Council on Aging (11 Members)**

Vacant Positions	Appointing Authority	Length of Term
2 Positions	Selectboard	3 years

Requesting Appointment: **No application on file**

**Cultural Council (no more than 15 Members)**

Vacant Positions	Appointing Authority	Length of Term
7 Positions	Selectboard	3 years

Requesting Appointment: **One application on file**

<b>Cultural Council</b> (no more than 15 Members)		
Vacant Positions	Appointing Authority	Length of Term
7 Positions	Selectboard	3 years
<b>Requesting Appointment: One application on file</b>		
<b>Dredging Task Force</b> (5 Members)		
Vacant Positions	Appointing Authority	Length of Term
0 Positions	Selectboard	3 years
Requesting Appointment: No applications on file		
<b>Energy and Climate Action Committee</b>		
Vacant Position	Appointing Authority	Length of Term
1 Position	Selectboard	
Alternate Position		
1 Position		
<b>Finance Committee</b> (9 members, 2 alternate)		
Vacant Positions	Appointing Authority	Length of Term
1 Alternate Position	Town Moderator	3 years
Requesting Appointment: <b>one</b> application on file		
<b>Historical Commission</b> (7 members)		
Vacant Positions	Appointing Authority	Length of Term
0 Vacancies	Selectboard	3 years
Requesting Appointment: <b>no</b> application on file		
<b>Local Housing Partnership</b> (at least 10 members)		
Vacant Positions	Appointing Authority	Length of Term
0 Vacancy	Selectboard	1 year
Requesting Appointment: No application on file		
<b>Marina Advisory Committee</b> (7 Members, 2 Alternates)		
Vacant Positions	Appointing Authority	Length of Term
1 Alternate Position	Selectboard	2 years
Requesting Appointment: No applications on file		
<b>Natural Resources Advisory Committee</b> (7 Members)		
Vacant Positions	Appointing Authority	Length of Term
3 Position	Selectboard	3 years
Requesting Appointment: No application on file		
<b>Open Space Committee</b> (7 Members)		
Vacant Positions	Appointing Authority	Length of Term
0 Positions	Selectboard	1 year
Requesting Appointment: <b>No</b> application on file		
<b>Personnel Board</b> (4 members + TA + FinCom Rep)		
Vacant Positions	Appointing Authority	Length of Term
2 Positions	Selectboard	3 years
Requesting Appointment: No applications on file		
<b>Planning Board</b> (7 members + 2 alternates)		
Vacant Positions	Appointing Authority	Length of Term
2 Alternate Position	Selectboard	5 years
Requesting Appointment: No applications on file		



**Recreation Committee (7 Members)**

Vacant Positions	Appointing Authority	Length of Term
2 Positions	Selectboard	3 years

Requesting Appointment: No applications on file

**Recycling Committee (7 Members + 2 Alternates)**

Vacant Positions	Appointing Authority	Length of Term
2 Alternate Positions	Selectboard	3 years

Requesting Appointment: No applications on file

**Rights of Public Access (5 Members)**

Vacant Positions	Appointing Authority	Length of Term
2 Positions	Selectboard	1-2 years

Requesting Appointment: No application on file

**Shellfish Advisory Board (7 members + 2 Alternates)**

1 Vacant Positions	Appointing Authority	Length of Term
1 Alternate Position	Selectboard	3 years

Requesting Appointment: ONE application on file

**Zoning Board of Appeals (5 Members, 4 Alternates)**

Vacant Positions	Appointing Authority	Length of Term
0 Position	Selectboard	3 years

Requesting Appointment: No applications on file



## SELECTBOARD

AGENDA ACTION REQUEST  
Meeting Date: December 20, 2022

# XII

### MINUTES

<b>REQUESTED BY:</b>	<b>Executive Assistant</b>
<b>DESIRED ACTION:</b>	<b>Approval of Minutes</b>
<b>PROPOSED MOTION:</b>	<b>I move to approve the meeting minutes of December 6, 2022.</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 6, 2022; 7:00pm  
Meeting Minutes**

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

**Others Present:** Richard Waldo, Town Administrator; Rebekah Eldridge, Executive Assistant; Michael Hurley, Police Chief; Dick Elkin, Energy & Climate Committee; Nancy Civetta, Shellfish Constable; Students from Massachusetts Maritime Academy, Laura Seabury, Wellfleet Spirits Shoppe owner; Toby, employee of Wellfleet Spirit Shoppe; Jude Ahern, resident; Alfred Pickard, shellfisherman; James Eustace, Student Massachusetts Maritime; Timothy Sayer, resident; Lisa Dexter, Shellfish permit holder

Chair Called the meeting to order 7:05pm

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

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

**A. Chief Hurley to read a letter of recommendation**

Chief Hurley read a letter from the Truro Police Chief in recognition of the police officers from Wellfleet that assisted the Truro Police with the homicide of an resident. Thanking the Wellfleet police department for their assistance.

**B. Dick Elkin ~ Cape Light compact Discussion**

Elkin spoke to the board and public, regarding the electricity rates rising and gave numbers for homeowners that are in need of assistance.

**C. Seabury spoke to the board regarding the Wellfleet Wine and Spirits extending their operating dates until January 15<sup>th</sup>. She spoke to the fact that this is a burden on her business, stating that the holidays are her busiest time of year and him being allowed to stay open will disturb her business. She stated that his license expired November 30, 2022, and he remained open and submitted paperwork after the time of his license.**

**II. *Consent Agenda***

**A. Appoint David Kornetsky to the Wellfleet Historical Commission**

**B. Approve Block & Tackle for extended closure for repairs to the restaurant ~ January 1, 2023 – February 9, 2023, ~ Beth Andreoli & Patrick Pokras**

**C. Approve Wellfleet Wine and Spirits to remain open until January 15, 2023, ~ owner Nilesh Marfatia ~ **REMOVED FROM CONSENT AGENDA****

**D. Approve the 21<sup>st</sup> Annual MLK Walk ~ January 16, 2023, Starting on Town Hall Lot ~ 12:45pm – 2pm, ~ Sara Blanford, Art Peace Makers.**

**E. To approve the following licenses**

**Common Victualler ~ See packet for full list of businesses**

**Class II ~ L & R Auto**

**Chair Curley Moved; Board Member DeVasto Seconded; and it was voted to approve all items under the consent agenda with the exception of item C Wellfleet Wine & Spirits.**

**Roll Call Vote: 5-0**

**Approve Wellfleet Wine and Spirits to remain open until January 15, 2023, ~ owner Niles Marfatia ~ REMOVED FROM CONSENT AGENDA**

Marfatia spoke to the board asking to extend his license, from December 1, 2022 – January 15, 2023. Bacon spoke to the public stating she didn't want to approve the extension and wanted to support the Wellfleet Spirit Shoppe with their yearly business. She felt the board should also support the local year-round business. DeVasto spoke to the extension as well, stating he to didn't feel the extension should be granted.

**Board Member Carboni Moved; Board Member DeVasto Seconded; and it was voted to deny the extension of the business license at Wellfleet Wine and Spirits located on 2586 State Highway, Wellfleet.**

**Roll Call Vote: 5-0**

**III. *Public Hearings ~ Chair Curley opened the public hearings 7:27***

**Board Member DeVasto Recused himself from all shellfish public hearings.**

**A. Additions to Definition of Annual Report and Section 7.8.3 Renewal of Aquaculture Licenses in Town of Wellfleet Shellfishing Policy and Regulations**  
Civetta spoke to the board about amending the annual report

**Chair Curley moved; Board Member Carboni Seconded; and it was voted to refer the requirement of having a business plan wither annually or during the renewal back to the Shellfish Advisory.**

**Roll Call Vote: 4-0-1**

Chair Curley spoke to the board about his concerns with the annual report changes. Civetta spoke to the board and stated that she would refer to town counsel.

Pickard spoke to the board about doing more than one report. He discussed the reports with the board. Carboni asked the chair to continue this hearing so that the board and shellfish constable can get better clarification from town counsel.

**Board Member Carboni Moved; Board Member Bacon Seconded; and it was voted to continue this hearing until December 20, 2022 and direct the town administrator to request and opinion of counsel relating to the confidentiality issues brought up at this hearing.**

**Roll Call Vote 4-0-1**

**B. Add to regulation 7.22 as required by state law and town regulations because it relates to a grant ~ Shellfish Constable & Shellfish Advisory Board**  
Civetta spoke to the board stating that she had worked with the Shellfish Advisory Board to formulate a document that if someone wanted to appeal they would need to fill out this form and they realized that there was a mistake in the regulations and it needed to be addressed with a public hearing.

**Chair Curley Moved; Board Member Bacon Seconded; and it was voted to refer section 7.22; Hydraulic Harvesting of shellfish back to the shellfish advisory board for recommendations.**

**Roll Call Vote: 4-0-1**

**IV. *Comprehensive Emergency Management Plan***

**A. Presentation from the Police Chief Michael Hurley & Massachusetts Maritime Academy Students**

Hurley and Eustace spoke to the board and provided them with their management plan. He went over the plan that the students came up with.

**V. *Licenses***

**A. *Weekday Entertainment***

- Lobster & Chowder House
- Van Rensselaer's
- Block & Tackle
- The Bookstore & Restaurant

**Board Member Bacon Moved; Board Member Wolf Seconded and it was voted to approve the 2023 business licenses for the above listed businesses**

**Roll Call Vote: 5-0**

**B. *Sunday Entertainment***

- Lobster & Chowder House
- Van Rensselaer's
- Block and Tackle
- The Bookstore & Restaurant

**Chair Curley Moved; Board Member DeVasto Seconded, and it was voted to approve the 2023 Sunday Entertainment licenses for the above listed businesses.**

**Roll Call Vote: 5-0**

**VI. *Business***

**A. Maurice's Campground (80 State Highway, Wellfleet MA) ~ Land Purchase Documentation**

**Chair Curley Moved; Board Member Carboni Seconded; and it was voted to approve the bill of sale land purchase documents for Maurice's Campground as presented, and it to be executed at tonight's meeting.**

**Chair Curley Moved; Board Member Bacon Seconded; and it was voted to accept the deed for 80 state highway as presented at tonight's meeting.**

**Roll Call Vote: 5-0**

**B. Maurice's Campground Purchase ~ BAN ~ Vote to approve short term note documents for land purchase**

Waldo explained the documents before them and stated this is a short term BAN, giving the details of the BAN. Carboni asked Waldo to explain for the public's information to explain what a BAN is. Waldo explained what the difference was between a Bond and BAN.

**Chair Curley Moved; Board Member DeVasto Seconded; and it was voted to approve the short-term BAN documents for the purchase of the property located at 80 State Highway**

**Roll Call Vote: 5-0**

**C. Capital Improvement Plan Budgets**

Waldo gave a brief update of the budgets before them and explained that they are robust in the coming years because so many items have been postponed in the past.

- **Police**

Chief Hurley spoke to the board regarding his capital improvement plan for the next 10 years. He explained in FY2024 there is a request for 2 vehicles and spoke about a hybrid vehicle which he explained that Ford is cancelling orders due to battery issues. He went into detail with his capital budget and explained in detail what his department is looking for. The board had some questions for he Chief.

**Chair Curley Moved; Board Member Carboni Seconded; and it was voted to approve the 10-year capital improvement plan for the Police Department as presented.**

**Roll Call Vote: 5-0**

- **Fire**

Chief Pauley spoke to the board explaining his ten year plan and answered questions about his budget.

**Chair Curley Moved; Board Member Wolf Seconded; and it was voted to approve the 10-year capital improvement plan for the Fire Department as presented.**

**Roll Call Vote: 5-0**

- **Department of Public Works**

Norton spoke to the board and went over all of his budgets breaking them down into department.

**Chair Curley Moved; Board Member Carboni Seconded; and it was voted to approve the 10-year Capital Improvement Plan for the Department of Public Works as presented.**

**Roll Call Vote: 5-0**

- **Community Services**

Thomas spoke to the board and explained her ten year plan and gave details on why she was asking for certain items in her budget.

**Chair Curley Moved; Board Member Wolf Seconded; and it was voted to approve the 10-year Capital Improvement Plan for the Community Service Department as presented.**

**Roll Call Vote: 5-0**

- **Health and Conservation**

Waldo explained that The Health and Conservation agent wasn't able to be on the meeting tonight and gave a detailed explanation of the capital improvement plan for the health and conservation department. It was discussed that a position needed to be created for the town of a Waste Water Director.

**Chair Curley Moved; Board Member Bacon Seconded; and it was voted to approve the Health and Conservation 10-year Capital Improvement Plan as presented.**

**Roll Call Vote: 5-0**

**D. Developments of Significant Planning Interests and Food Establishments Zoning Bylaw**

The board discussed this bylaw amendment and why it was coming before the board and being discussed to be amended. Chair Curley gave a full explanation of this amendment.

**Chair Curley Moved; Board Member Seconded; and it was voted to refer the developments of significant planning interests and food establishments zoning bylaw amendment as drafted for review and comment to the Planning Board as draft.**

**Roll Call Vote: 5-0**

**E. Town Administrator Six-Month Performance Review**

The board discussed the review and the pages they filled out. They discussed the rating process and how the administrator was reviewed. The board discussed staffing has been a major concern. Waldo thanked the board for their comments and explained that this was a tough six months, but he is prepared to continue.

**VII. *Selectboard Reports***

Waldo spoke to his attendance at the Marina Advisory Committee meeting on November 16, 2022. He gave a full written and verbal report to the board. Waldo also gave a Dredging Task Force report from the meeting that he attended on November 28, 2022.

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

Waldo gave a brief report going from his full written report that is in the Selectboard packet. He spoke about Jane Tesson's retirement and her last day will be December 9, 2022. He wished her well. Waldo spoke of her interim replacement she is retired from Brewster. He announced the community compact award that needs to be accepted, and asked it to be on the agenda for December 20, 2022. Bacon questioned the 70 main street alleged zoning violations.

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

Carboni would like to discuss staffing issues  
Bacon discussed 301 Main Street and would like to have the administrator touch base with the owner to see what is happening at that building. Bylaw of abandoned and derelict buildings.

**X. *Vacancy Reports***

There is a new vacancy in the

**XI. *Minutes***

A. November 15, 2022

**Board Member Carboni Moved; Chair Curley Seconded; and it was voted to approve the minutes of November 15, 2022 as amended.**

**Roll Call Vote: 5-0**

**XII. *Adjournment***

10:40

**Public Documents:**

*Letter of recommendation from the police department of Truro*



*Presentation from Dick Elkin regarding Cape Light Compact*  
*Application from David Kornetsky to the Wellfleet Historical Commission*  
*Letter from Block and Tackle to close for repairs*  
*Letter from Wellfleet Wine & Spirits to remain open until January 15, 2023*  
*Application for use of town property for MLK annual walk in January 2023*  
*Common Victualler and Class II annual licenses*  
*Shellfish public hearing documents*  
*Comprehensive Emergency Plan*  
*Weekday Entertainment Licenses*  
*Sunday Entertainment Licenses*  
*Maurice's Campground Land Purchase Documents*  
*Maurice's Campground BAN documentation*  
*Capital Improvement Plan Budgets*  
*Police*  
*Fire*  
*DPW*  
*Community Services*  
*Health & Conservation*  
*Developments of Significant Planning Interests and Food Establishments Zoning Bylaw*  
*Town Administrators Six-Month Review*  
*John Wolf's written report regarding his attendance at the Marina Advisory Committee*  
*Town Administrator's report*  
*Meeting Minutes in draft for*  
*November 15, 2022*





## SELECTBOARD

AGENDA ACTION REQUEST  
Meeting Date: December 20, 2022

**XIII**

### ADJOURNMENT

<b>REQUESTED BY:</b>	<b>Selectboard Chair Ryan Curley</b>
<b>DESIRED ACTION:</b>	<b>To Adjourn</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 _____