



Wellfleet Selectboard

Note: Start Time of 7pm

The Wellfleet Selectboard will hold a public meeting on **August 16, 2022, at 7:00 p.m.** Under 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 be recognized to speak. If attending a meeting in person, please find the closest available microphone and confine any personal conversations to outside the meeting room. Anyone may record the session but must notify the Chair and may not interfere with the meeting to record it.

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

I. *Announcements, Open Session and Public Comments*

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

II. *Consent Agenda*

- A. Waiver of Appraisal and Damages for Wellfleet Conservation Trust to be signed by Selectboard
- B. Order of taking ~ Herring River Restoration Project
- C. Marina Fuel Tanks ~ Rebecca Roughley, ATA
- D. Christina Black ~ DPW Parking lot (off hours) Friday September 9, 2022; 5pm-11pm; Sunday September 11, 2022; 8am-12pm
- E. Colin McGuire ~ Overflow Parking at White Crest Beach ~ October 22, 2022; 3pm-11pm
- F. Tax Insert for fall taxes for: Wellfleet Targeted Watershed Management Plan ~ Hillary Lemos, Health & Conservation Agent

- G. Appointment to the Clean Water Advisory ~ Hillary Greenberg Lemos ~ Health & Conservation Agent.
- H. Approval of Letter advocating for electric school busses.
- I. Special Police Officer Appointment/ Animal Control Officer ~ Jacob Berrick
- III. ***Licenses***
 - A. General Business License ~ Jaqueline Scott ~ Commercial Signage
 - B. General Business License ~ Frying Pan Gallery ~ Steven Swain
- IV. ***Business***
 - A. Presentation for 80 State Highway/Maurice's Campground Working Group information update
 - B. Request of variance from the Wellfleet Board of Health 80 State Highway/Maurice's Campground.
 - C. Selectboard goals ~ Selectboard Goals
 - D. Final Grant Agreement to fund Herring River Restoration Project Phase 1
 - E. Approval of Code of Conduct Policy
 - F. Liaisons ~ Go through the list of committees that would like a selectboard member as a liaison
 - G. Financial Policy ~ Chair Curley
- V. ***New Business***
- VI. ***Selectboard Reports***
- VII. ***Town Administrator's Report***
- VIII. ***Topics for Future Discussion***
- IX. ***Vacancy Reports***
- X. ***Minutes***
 - A. August 2, 2022
 - B. August 9, 2022
- XI. ***Adjournment***



COMMITTEE HIGHLIGHT
WELFLEET CULTURAL
COUNCIL

Vacancies: Treasurer

WCC provides funding for programs in the Arts & Natural Sciences; Treasurer role central to this important mission

Role requires an organized and detail-oriented person who is able to work with Excel spreadsheets and lives full time in Wellfleet.

Interested in Volunteering? Please email the WCC at welfleetculturalcouncil@gmail.com



SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: August 16, 2022

I

ANNOUNCEMENTS, OPEN SESSION, AND PUBLIC COMMENTS

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



SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: August 16, 2022

II

CONSENT AGENDA

REQUESTED BY:	Various Parties
DESIRED ACTION:	To approve the following without objection
SUMMARY:	<p>I move to approve the following items with no objection:</p> <ul style="list-style-type: none">• The approval for the Waiver of Appraisal and Damages for the Wellfleet Conservation Trust to be signed and the chair be the designated signee of the document• To approve the order of taking and designate the Chair to sign the document• To review, approve and designate the town administrator to sign the contract for the Marina Fuel Tanks ~ GEI• To approve Christina Black to use the DPW parking lot on Friday September 9th and Sunday September 11th for wedding guest parking for a fee of \$110• To approve Colin McGuire for the White Crest Beach Parking lot for overflow parking on October 22, 2022, from 3pm to 11pm for wedding guests. For a fee of \$110.• To approve the tax insert for the Wellfleet Targeted Watershed Management Plan for the fall taxes• To appoint Hillary Greenberg Lemos to the Clean Water Advisory Committee• To approve and designate the chair to sign a letter written by the Energy & Climate action Committee in support of using electric busses when they are available to our town.• To approve the appointment of the special police officer/animal control officer ~ Jacob Berrick• To approve Jaqueline Scott of J&J Sign Company to obtain a 2022 General Business License in conjunction with the Wellfleet Building Inspector approving and signing the license for a fee of \$125• To approve Steven Swain of the Frying Pan Gallery for a seasonal 2022 General Business Licenses in conjunction with the Wellfleet Building Inspector approving and signing the license of a fee of \$125

TOWN OF WELLFLEET, MASSACHUSETTS

Waiver of Appraisal and Damages

KNOW ALL MEN BY THESE PRESENTS, that the Wellfleet Conservation Trust (the 'Owner'), in consideration of the sum of one dollar (\$1.00) paid, said consideration being hereby acknowledged as full compensation for all damages sustained by said Owner on account of a taking to be made by the Town of Wellfleet, by and through its Selectboard (the 'Town') of:

- a) a permanent easement interest and right for grading (including filled areas) and vegetative swale in, over, across, upon and under of a portion of the land known as and numbered 0 Bound Brook Island Road, Wellfleet, Barnstable County, Massachusetts (the 'Bound Brook Island Property'), now or formerly owned by Owner under a deed recorded with the Barnstable County Registry of Deeds (the 'Registry') in Book 10552, Page 332, consisting of approximately two thousand three hundred ninety six (2,396) square feet and shown as Easement 'PE-2' and on Sheet 1 of that certain draft plan entitled 'PERMANENT AND TEMPORARY EASEMENT PLAN, HERRING RIVER RESTORATION PROJECT, ENGINEERING DESIGN TO ELEVATE LOW-LYING ROADWAYS AND REPLACE ASSOCIATED CULVERTS', prepared by WSP, 166 Valley Street, Building 5, Providence, Rhode Island 02909 and dated January 2022 (the 'Plan'), Sheets 1-4 of which are attached hereto as Exhibit A;
- b) a permanent easement interest and right for grading (including filled areas) and vegetative swale, in, over, across, upon and under of a portion of the Bound Brook Island Property now or formerly owned by Owner under a deed recorded with the Registry in Book 8969, Page 129, consisting of approximately two thousand four hundred eighty (2,480) square feet and shown as Easement 'PE-3' on Sheet 1 of the Plan;
- c) a permanent easement interest and right for the construction and maintenance of a tidal gate, grading (including filled areas) and vegetative swale, in, over, across, upon and under of a portion of the land known as and numbered 0 Cole's Neck Road, Wellfleet, Barnstable County, Massachusetts (the 'Cole's Neck Property'), now or formerly owned by Owner under a deed recorded with the Registry in Book 8969, Page 131, consisting of approximately two thousand four hundred seventy one (2,471) square feet and shown as Easement 'PE-4' on Sheet 1 of the Plan, approximately three thousand five hundred twenty seven (3,527) square feet and shown as Easement 'PE-5' on Sheet 2 of the Plan, and approximately three thousand eight hundred two (3,802) square feet and shown as Easement 'PE-10' on Sheet 3 of the Plan;
- d) a permanent easement interest and right for grading (including filled areas) in, over, across, upon and under of a portion of the land known as and numbered 0 Pole Dike

EXECUTED UNDER SEAL this _____ day of _____, 2022.

Wellfleet Conservation Trust

By: *R. Dennis O'Connell*
Name: *R. Dennis O'Connell*
Title: *President*

Agreed To:

Town of Wellfleet,
By Its Selectboard

Ryan Curley, Chair

Michael DeVasto, Vice-Chair

Janet Reinhart, Member

Helen Miranda Wilson, Member

John A. Wolf, Member

EXECUTED UNDER SEAL this _____ day of _____, 2022.

Wellfleet Conservation Trust

By: *R. Dennis O'Connell*

Name: *R. Dennis O'Connell*

Title: *President*

Agreed To:

Town of Wellfleet,
By Its Selectboard

Ryan Curley, Chair

Michael DeVasto, Vice-Chair

Janet Reinhart, Member

Helen Miranda Wilson, Member

John A. Wolf, Member

COMMONWEALTH OF MASSACHUSETTS

Barnstable County

Town of Wellfleet

ORDER OF TAKING

At a regularly convened meeting of the Selectboard of the Town of Wellfleet (the “Town”) held on this ____ day of August, 2022, it was voted and ordered as follows:

The Selectboard of the Town of Wellfleet, duly elected, qualified, and acting as such, on behalf of the Town and by virtue of and in accordance with the authority of the vote taken under Article 38 of the June 11, 2022 Annual Town Meeting, a certified copy of which is attached hereto and incorporated herein, the provisions of Chapter 79, and any and every other power and authority hereunto enabling it in any way, hereby finds that public necessity and convenience require that it should lay out, take charge of, and take by eminent domain permanent and temporary easement rights (the “Easement Premises”) in the properties described herein (collectively, the “Property”) for the purposes set forth in more detail below for reconstructing, installing, inspecting, maintaining, improving, repairing, replacing and/or relocating rights of way, drainage, utilities, driveways, slopes and grading to enable the Town to undertake the Herring River Restoration Project, which shall achieve significant public benefits associated with tidal restoration and accommodate the elevation of roadways and related improvements necessary to protect public and private structures from the potential effects of tidal restoration (the “Project”).

The Property is shown on a plan entitled “Herring River Restoration Project Engineering Design to Elevate Low-Lying Roadways and Replace Associated Culverts, Wellfleet and Truro, Massachusetts, Permanent and Temporary Easement Plan, Wellfleet and Truro, Massachusetts,” prepared by WSP and dated March 2022, a reduced copy of which is attached hereto as Exhibit A, and recorded with the Barnstable County Registry of Deeds (the “Registry”) in Plan Book _____, Plan _____ (the “Plan”).

1. *Permanent Easement Premises:*
 - a) a permanent easement interest and right for grading (including filled areas) and vegetative swale in, over, across, upon and under a portion of the land known as and

Property: Various Properties, Wellfleet, MA

numbered 0 Bound Brook Island Road, Wellfleet, Barnstable County, Massachusetts, owned by Wellfleet Conservation Trust under a deed recorded with the Registry in Book 10552, Page 332, consisting of approximately two thousand three hundred ninety-six (2,396) square feet and shown as Easement "PE-2" on the Plan;

b) a permanent easement interest and right for grading (including filled areas) and vegetative swale, in, over, across, upon and under a portion of known as and numbered 0 Bound Brook Island Road (a/k/a Pole Dike Road and Coles Neck Road), Wellfleet, Barnstable County, Massachusetts owned by Wellfleet Conservation Trust under a deed recorded with the Registry in Book 8969, Page 129, consisting of approximately two thousand four hundred eighty (2,480) square feet and shown as Easement "PE-3" on the Plan;

c) a permanent easement interest and right for the construction and maintenance of a tidal gate, grading (including filled areas) and vegetative swale, in, over, across, upon and under a portion of the land known as and numbered 0 Cole's Neck Road, Wellfleet, Barnstable County, Massachusetts, owned by Wellfleet Conservation Trust under a deed recorded with the Registry in Book 8969, Page 131, consisting of approximately two thousand four hundred seventy-one (2,471) square feet and shown as Easement "PE-4" on the Plan, and approximately three thousand five hundred two (3,502) square feet and shown as Easement "PE-5" on the Plan, and approximately three thousand eight hundred two (3,802) square feet and shown as Easement "PE-10" on the Plan;

d) a permanent easement interest and right for grading, including filled areas, in, over, across, upon and under a portion of the land known as and numbered 1136 Brown's Neck Road (a/k/a 206 Brown's Neck Road), Wellfleet, Barnstable County, Massachusetts, owned by P. Reed Larsen under a deed recorded with the Registry in Book 10171, Page 206, consisting of approximately five hundred twelve (512) square feet, shown as Easement "PE-6" on the Plan.

e) a permanent easement interest and right for grading (including filled areas) in, over, across, upon and under a portion of the land known as and numbered 0 Pole Dike Road, Wellfleet, Barnstable County, Massachusetts, owned by Wellfleet Conservation Trust under a deed recorded with the Registry in Book 8979, Page 281, consisting of approximately two hundred thirty-one (231) square feet and shown as Easement "PE-7" on the Plan;

f) a permanent easement interest and right for grading (including filled areas) in, over, across, upon and under a portion of the land known as and numbered 0 Pole Dike Road, Wellfleet, Barnstable County, Massachusetts, owned by Wellfleet Conservation Trust under a deed recorded with the Registry in Book 11605, Page 231, consisting of approximately four thousand eight hundred forty-seven (4,847) square feet and shown as Easement "PE-8" on the Plan;

g) a permanent easement interest and right for grading, including filled areas, in, over, across, upon and under a portion of the land known as and numbered 339 Cole's

Neck Road, Wellfleet, Barnstable County, Massachusetts, owned by Marnie Crawford Samuelson and Sharon Hayes, not individually but as Trustees of The Marnie Crawford Samuelson Revocable Trust u/d/t dated May 9, 2007 under a deed filed with the Land Court as Document No. 1115494 and noted on Certificate of Title No. 188711 and shown as Lot 2 on Land Court Plan 42564-A, consisting of approximately thirty-eight (38) square feet, shown as Easement "PE-9" on the Plan;

h) a permanent easement interest and right for roadway construction, including shoulder and associated grading, including filled areas, in, over, across, upon and under a portion of the land known as and numbered 360 Cole's Neck Road, Wellfleet, Barnstable County, Massachusetts, owned by Stephen R. Ayotte and Theresa A. Ayotte under a deed filed with the Land Court as Document No. 1297595 and noted on Certificate of Title No. 209956, and shown as Lot 6 on Land Court Plan 29786-C, consisting of approximately two hundred ninety-two (292) square feet, shown as Easement "PE-11" on the Plan;

i) a permanent easement interest and right for grading (including filled areas) in, over, across, upon and under a portion of the land known as and numbered 0 Bound Brook Island Road (a/k/a Cole's Neck Road), Wellfleet, Barnstable County, Massachusetts, owned by Wellfleet Conservation Trust under a deed recorded with the Registry in Book 10589, Page 287, consisting of approximately one thousand seven hundred twenty-four (1,724) square feet and shown as Easement "PE-12" on the Plan;

j) permanent easement interests and rights for grading (including filled areas) and vegetative swale, and including the installation and maintenance of a guard rail, in, over, across, upon and under a portion of the land known as and numbered 0 Bound Brook Island Road (a/k/a Pole Dike Road and Cole's Neck Road), Wellfleet, Barnstable County, Massachusetts, owned by Wellfleet Conservation Trust under a deed recorded with the Registry in Book 8969, Page 129, consisting of approximately six hundred eighty-six (686) square feet and shown as Easement "PE-14" on the Plan and approximately four hundred twelve (412) square feet and shown as Easement "PE-18" on the Plan;

k) a permanent easement interest and right for grading (including filled areas) and vegetative swale, and including the installation and maintenance of a guard rail, in, over, across, upon and under a portion of the land known as and numbered 0 Cole's Neck Road, Wellfleet, Barnstable County, Massachusetts, owned by Wellfleet Conservation Trust under a deed recorded with the Registry in Book 8969, Page 131, consisting of approximately two thousand five hundred sixty-seven (2,567) square feet and shown as Easement "PE-15" on the Plan;

l) a permanent easement interest and right for grading (including filled areas), in, over, across, upon and under a portion of the land known as and numbered 0 Cole's Neck Road, Wellfleet, Barnstable County, Massachusetts, owned by Wellfleet Conservation Trust under a deed recorded with the Registry in Book 8969, Page 131, consisting of approximately four hundred seventy one (471) square feet and shown as Easement "PE-16" on the Plan;

m) a permanent easement interest and right for grading (including filled areas) in, over, across, upon and under a portion of the land known as and numbered 0 Cole's Neck Road, Wellfleet, Barnstable County, Massachusetts, owned by Wellfleet Conservation Trust under a deed recorded with the Registry in Book 8969, Page 131, consisting of approximately seven hundred forty-two (742) square feet and shown as Easement "PE-17" on the Plan;

n) permanent easement interests and rights for grading, including filled areas, and vegetated swale, in, over, across, upon and under a portion of the land known as and numbered 1200 Bound Brook Island Road, Wellfleet, Barnstable County, Massachusetts, owned by Lisa Brown and Belinda Brown, a/k/a Belinda Brown Cramer under a deed recorded with the Registry in Book 33812, Page 58 and Confirmatory Deed recorded in Book 34511, Page 28, consisting of approximately one thousand four hundred seventy five (1,475) square feet, collectively, and shown as "Easement PE-19"; "Easement PE-20" and "Easement PE-21" on the Plan;

o) permanent easement interests and rights for grading, including filled areas, and vegetated swale, in, over, across, upon and under a portion of the land known as and numbered 1000 Old County Road, Wellfleet, Barnstable County, Massachusetts, owned by Michael Packard and Julie Monger under a deed recorded with the Registry in Book 30946, Page 130, consisting of approximately six hundred five (605) square feet, collectively, and shown as Easement "PE-23" and Easement "PE-24" on the Plan; and

p) a permanent easement interest and right for grading, including filled areas, in, over, across, upon and under a portion of the land known as and numbered 730 Bound Brook Island Road, Wellfleet, Barnstable County, Massachusetts, owned by Thomas I. Whitman and Mira Rabin under a deed filed with the Land Court as Document No. 1362842 and noted on Certificate of Title No. 218437 and shown as Lot 1 and Lot 2 on Land Court Plan 25482-A, consisting of approximately one thousand nine hundred ninety-eight (1,998) square feet, and shown as Easement "PE-25" on the Plan.

2. *Temporary Easement Premises for a period of four (4) years from the date of recording of this Order of Taking:*

a) a temporary easement interest and right for staging and erosion sediment control (including silt curtains, dewatering basins and bypass pipes, as needed), in, over, across, upon and under a portion of the land known as and numbered 0 Bound Brook Island Road, Wellfleet, Barnstable County, Massachusetts, owned by Wellfleet Conservation Trust under the deed recorded with the Registry at Book 10552, Page 332, consisting of approximately five hundred sixty-one (561) square feet and shown as Easement "TE-2" on the Plan;

b) a temporary easement interest and right for staging and erosion sediment control (including silt curtains, dewatering basins and bypass pipes, as needed), in, over, across, upon and under a portion of the land known as and numbered 0 Bound Brook Island Road (a/k/a Pole Dike Road and Cole's Neck Road), Wellfleet, Barnstable County,

Massachusetts, owned by Wellfleet Conservation Trust under a deed recorded with the Registry in Book 8969, Page 129, consisting of approximately five hundred seventy (570) square feet and shown as Easement "TE-3" on the Plan;

c) a temporary easement interest and right for staging and erosion sediment control (including silt curtains, dewatering basins and bypass pipes, as needed), in, over, across, upon and under a portion of the land known as and numbered 0 Cole's Neck Road, Wellfleet, Barnstable County, Massachusetts, owned by Wellfleet Conservation Trust under a deed recorded with the Registry in Book 8969, Page 131, consisting of approximately three thousand twenty (3,020) square feet and shown as Easement "TE-4" on the Plan;

d) a temporary easement interest and right for erosion and sediment control (including silt curtains, dewatering basins and bypass pipes, as needed), in, over, across, upon and under a portion of the land known as and numbered 1136 Brown's Neck Road, Wellfleet (a/k/a 206 Brown's Neck Road), Barnstable County, Massachusetts, owned by P. Reed Larsen under a deed recorded with the Registry in Book 10171, Page 206, consisting of approximately one hundred seventy four (174) square feet, shown as Easement "TE-5" on the Plan;

e) a temporary easement interest and right for erosion sediment control (including silt curtains, dewatering basins and bypass pipes, as needed), in, over, across, upon and under a portion of the land known as and numbered 0 Pole Dike Road, Wellfleet, Barnstable County, Massachusetts, owned by Wellfleet Conservation Trust under a deed recorded with the Registry in Book 8979, Page 281, consisting of approximately eighty-six (86) square feet and shown as Easement "TE-6" on the Plan;

f) a temporary easement interest and right for erosion sediment control (including silt curtains, dewatering basins and bypass pipes, as needed), in, over, across, upon and under a portion of land known as and numbered 0 Pole Dike Road, Wellfleet, Barnstable County, Massachusetts, owned by Wellfleet Conservation Trust under a deed recorded with the Registry in Book 11605, Page 231, consisting of approximately one thousand two hundred thirteen (1,213) square feet and shown as Easement "TE-7" on the Plan;

g) a temporary easement interest and right for erosion and sediment control (including silt curtains, dewatering basins and bypass pipes, as needed), in, over, across, upon and under a portion of the land known as and numbered 339 Cole's Neck Road, Wellfleet, Barnstable County, Massachusetts, owned by Marnie Crawford Samuelson and Sharon Hayes, not individually but as Trustees of The Marnie Crawford Samuelson Revocable Trust u/d/t dated May 9, 2007 under the deed filed with the Land Court as Document No. 1115494 and noted on Certificate of Title No. 188711 and shown as Lot 2 on Land Court Plan 42564-A, consisting of approximately sixty five (65) square feet, shown as Easement "TE-8" on the Plan;

h) a temporary easement interest and right for erosion and sediment control (including silt curtains, dewatering basins and bypass pipes, as needed), in, over, across, upon and under a portion of the land known as and numbered 60 Cole's Neck Road, Wellfleet, Barnstable County, Massachusetts, owned by Stephen R. Ayotte and Theresa A. Ayotte under the deed filed with the Land Court as Document No. 1297595 and noted on Certificate of Title No. 209956 and shown as Lot 6 on Land Court Plan 29786-C, consisting of approximately one hundred ninety-three (193) square feet, shown as Easement "TE-9" on the Plan;

i) a temporary easement interest and right for erosion sediment control (including silt curtains, dewatering basins and bypass pipes, as needed), in, over, across, upon and under a portion of the land known as and numbered 0 Bound Brook Island Road, Wellfleet, Barnstable County, Massachusetts, owned by Wellfleet Conservation Trust under a deed recorded with the Registry in Book 10589, Page 287, consisting of approximately nine hundred forty-six (946) square feet and shown as Easement "TE-10" on the Plan;

j) temporary easement interests and rights for erosion sediment control (including silt curtains, dewatering basins and bypass pipes, as needed), in, over, across, upon and under a portion of the land known as and numbered 0 Bound Brook Island Road (a/k/a Pole Dike Road and Cole's Neck Road), Wellfleet, Barnstable County, Massachusetts, owned by Wellfleet Conservation Trust under a deed recorded with the Registry in Book 8969, Page 129, consisting of approximately one hundred twenty-five (125) square feet and shown as Easement "TE-12" on the Plan and approximately one hundred ninety-eight (198) square feet and shown as Easement "TE-16" on the Plan;

k) a temporary easement interest and right for erosion sediment control (including silt curtains, dewatering basins and bypass pipes, as needed), in, over, across, upon and under a portion of the land known as and numbered 0 Cole's Neck Road, Wellfleet, Barnstable County, Massachusetts, owned by Wellfleet Conservation Trust under a deed recorded with the Registry in Book 8969, Page 131, consisting of approximately six hundred sixteen (616) square feet and shown as Easement "TE-13" on the Plan;

l) a temporary easement interest and right for erosion sediment control (including silt curtains, dewatering basins and bypass pipes, as needed), in, over, across, upon and under a portion of the land known as and numbered 0 Cole's Neck Road, Wellfleet, Barnstable County, Massachusetts, owned by Wellfleet Conservation Trust under a deed recorded with the Registry in Book 8969, Page 131, consisting of approximately one hundred forty-two (142) square feet and shown as Easement "TE-14" on the Plan;

m) a temporary easement interest and right for erosion sediment control (including silt curtains, dewatering basins and bypass pipes, as needed), in, over, across, upon and under a portion of the land known as and numbered 0 Cole's Neck Road, Wellfleet, Barnstable County, Massachusetts, owned by Wellfleet Conservation Trust under a deed recorded with the Registry in Book 8969, Page 131, consisting of approximately one hundred seventy-four (174) square feet and shown as Easement "TE-15" on the Plan;

n) temporary easement interests and rights for erosion and sediment control (including silt curtains, dewatering basins and bypass pipes, as needed), in, over, across, upon and under a portion of the land known as and numbered 1200 Bound Brook Island Road, Wellfleet, Barnstable County, Massachusetts, owned by Lisa Brown and Belinda Brown, a/k/a Belinda Brown Cramer under the deed recorded with the Registry in Book 33812, Page 58 and Confirmatory Deed recorded in Book 34511, Page 28, consisting of approximately one thousand two hundred fifty (1,250) square feet, collectively, and shown as Easement "TE-17" and Easement "TE-18" on the Plan;

o) temporary easement interests and rights for erosion and sediment control (including silt curtains, dewatering basins and bypass pipes, as needed), in, over, across, upon and under a portion of the land known as and numbered 1000 Old County Road, Wellfleet, Barnstable County, Massachusetts, owned by Michael Packard and Julie Monger under a deed recorded with the Registry in Book 30946, Page 130 consisting of approximately one thousand sixty (1,060) square feet, collectively, and shown as Easement "TE-20" and Easement "TE-21" on the Plan; and

p) a temporary easement interest and right for erosion and sediment control (including silt curtains, dewatering basins and bypass pipes, as needed), in, over, across, upon and under a portion of the land known as and numbered 730 Bound Brook Island Road, Wellfleet, Barnstable County, Massachusetts, owned by Thomas I. Whitman and Mira Rabin under a deed filed with the Land Court as Document No. 1362842 and noted on Certificate of Title No. 218437 and shown as Lot 1 and Lot 2 on Land Court Plan 25482-A, consisting of approximately three hundred eleven (311) square feet and shown as Easement "TE-22" on the Plan.

No damages have been awarded, as the property owners have waived any damages sustained by reason of these takings.

The Town shall have the right to enter upon and pass over the Easement Premises from time to time, by foot, vehicle, or heavy equipment, for any and all purposes stated herein and uses necessary or incidental thereto, including, without limitation, using and temporarily storing, as needed, construction equipment, materials or other incidental items within the Easement Premises for the purposes set forth herein. No temporary or permanent buildings, structures or other objects shall be constructed, installed or placed upon the Permanent Easement Premises or, for the duration of the temporary easements, within the Temporary Easement Premises.

The taking includes the right of the Town to remove any buildings, structures, objects, utilities and/or vegetation (including trees and shrubs) now or hereafter located within the Easement Premises whenever their removal shall be necessary or convenient to exercise the rights taken hereunder and/or for the purposes set forth herein. Utilities and related facilities located within the Easement Premises that are owned by private utility companies and easements held by private utility companies are not taken.

The parcels of land subject to said easements are owned or supposed to be owned and/or formerly owned by the parties listed herein, which parties are hereinafter collectively referred to as Owners. If in any instance the name of any Owner is not correctly stated, the names of the supposed Owners being given as of this Order of Taking, it is understood that in such instance the land referred to is owned by an Owner or Owners unknown to us.

A representative of the Town shall record this Order of Taking in the Registry and file this Order of Taking in the Land Court within thirty (30) days from its final passage, shall notify the Treasurer and Collector of Taxes in the Town of Wellfleet of this taking in accordance with M.G.L. Chapter 79, and shall cause notice of the taking to be given to all persons entitled thereto and do all things necessary for the validity of this Order of Taking.

[The remainder of this page has been intentionally left blank.]

Exhibit A

Plans



Consulting
Engineers and
Scientists

August 1, 2022
Project 1906166
VIA EMAIL: Rebecca.Roughley@wellfleet-ma.gov

Ms. Rebecca Roughley, MCPPO
Town of Wellfleet
Assistant Town Administrator
Town of Wellfleet
300 Main Street
Wellfleet, MA 02667

Dear Ms. Roughley:

Re: Wellfleet Marina Fuel System Replacement - Bid Review

This letter provides a review of the bids received by the Town of Wellfleet for Wellfleet Marina Fuel System Replacement. Three bids were opened on July 28, 2022 at 2:00 pm at Wellfleet Town Hall located at 300 Main Street, Wellfleet MA 02667. A discovered and overlooked bid, held in a secure location, from MECO was opened on July 29, 2022 at 12:45pm.

- 1. The table below shows the system startup schedule date from the schedules submitted with the four bids.

Contractor	Green Site Services Group	Dependable Petroleum Service	Petroleum Marine Construction, LLC	MECO
Scheduled Completion	7/26/2023	4/28/2023	Not Submitted with Bid	Not Submitted with Bid

The Towns' preferred schedule has substantial completion by May 1 and final completion by June 1, 2023. One bidder Dependable Petroleum proposes a schedule that achieves this preferred timeframe.

- 2. The table below shows a summary of the four submitted bids - no arithmetic errors were found in the bids.

Contractor	Green Site Services Group	Dependable Petroleum Service	Petroleum Marine Construction, LLC	MECO
Total Bid Price	\$817,950	\$884,600	\$843,200	\$1,365,000

The apparent low bidder is Green Site Services.

3. The bids have multiple payment items which can be seen on the attached bid canvas.

Contractor	Green Site Services Group	Dependable Petroleum Service	Petroleum Marine Construction, LLC	MECO
Base Bid				
Item 1. Mobilization	\$20,000.00	\$10,000.00	\$50,000.00	\$55,000.00
Item 2. Marina Refueling System	\$672,950.00	\$100,000.00	\$562,000.00	\$610,000.00
Item 3. Municipal Fueling Station	\$45,000.00	\$502,600.00	\$124,000.00	\$610,000.00
Item 4. Electrical	\$40,000.00	\$132,000.00	\$84,000.00	\$60,000.00
Item 5. Bituminous Pavement	\$40,000.00	\$140,000.00	\$23,200.00	\$30,000.00
Total Cumulative Bid Price	\$817,950.00	\$884,600.00	\$843,200.00	\$1,365,000.00

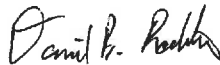
4. All bidders acknowledged receipt of Addendum No. 1. One bidder Petroleum Marine Construction did not acknowledge Addendum No. 2.
5. All bidders provided bid forms, certifications of equal employment opportunity, compliance with tax laws, non-collusion, corporate signatory authorization as applicable, and bid bonds. Two bidders provided schedules and equipment lists.

The Schedule and Bid provided by Dependable Petroleum represents a highly advantageous value to the Town of Wellfleet. Dependable Petroleum provides a schedule that achieves the Town's goal of having the marina refueling system operating before the summer 2023 boating season. They have completed multiple projects of similar size and reference reviews provided high commendations and confirmation of high-quality work, equipment, responsiveness, fairness, professionalism, and safety. Based on the information received, schedule and bid pricing, and response from references we recommend that the contract be awarded to Dependable Petroleum.

If you have any questions, please feel free to contact me at 781-721-4017.

Sincerely,

GEI CONSULTANTS, INC.



Daniel Robbins, P.E. (NH)
Senior Project Manager



Kevin D. Buruchian
Project Manager

DBR:kdb

Attachments

B:\Working\WELLFLEET MA, TOWN OF\1906166 Replacement Fuel Dispensing Facility\50 CONSTRUCTION\01 Bid Procurement\Bid Review and Recommendation_2022Aug01 Signed.docx

Rebekah Eldridge

From: Bruce Garrett <bgarrett@dependablecompany.com>
Sent: Tuesday, August 2, 2022 7:08 AM
To: Robbins, Dan
Cc: Kristen Fopiano
Subject: [EXT] Wellfleet Marina

EXTERNAL EMAIL

Good Morning Dan,
I pulled out my worksheets for the marina project. My cost without the asphalt would be \$744,600.00.
We can make the project work.
I will give you a call at 9:30 to discuss.

Bruce Garrett
President
Dependable Petroleum Service
One Roberts Road
Plymouth, MA 02360
O. 508-747-6238
www.dependablecompany.com

DEPENDABLE PETROLEUM

Service

A division of Dependable Service Company, Inc.

**BID DOCUMENTS
AND
TECHNICAL SPECIFICATIONS**

FOR

**WELLFLEET MARINA FUEL SYSTEM
REPLACEMENT
TOWN OF WELLFLEET,
MASSACHUSETTS**

**Prepared by
GEI Consultants, Inc.
124 Grove St., Suite 300
Franklin, MA 02038**

July 2022

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Section 26 00 00.00 20

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**SECTION 00 01 00
INVITATION FOR BID**

**TOWN OF WELLFLEET
WELLFLEET, MASSACHUSETTS
WELLFLEET MARINA FUEL SYSTEM REPLACEMENT**

INVITATION FOR BIDS

Sealed Bids for the Replacement of the Town of Wellfleet Marina Fuel System including underground storage tanks will be received by the Town of Wellfleet at the Wellfleet Town Hall, 300 Main Street, Wellfleet, MA, 02667, until 2:00PM local time on Wednesday July 27, 2022 at which time the Bids received will be publicly opened and read. Such Bids, shall be addressed to the Town Administrator and endorsed "BID FOR WELLFLEET MARINA FUEL SYSTEM REPLACEMENT". The Project consists of removing and replacing the underground fuel storage tanks, dispensers, fuel lines, leak detection system, concrete cover slab, concrete islands, and other ancillary work required for the removal and reinstallation of the marina fuel system.

Bids will be received for a single prime Contract. Bids shall be on a lump sum and unit price basis with bid items as indicated in the Bid Form.

The project is subject to MA Prevailing Wage Rates.

The Issuing Office for the Bidding Documents is: the Town of Wellfleet, MA, 300 Main Street, Wellfleet, MA 02667. Prospective Bidders may obtain copies of the Bidding Documents from the Issuing Office as described below.

Bidding Documents will be available starting on Wednesday July 13, 2022 and may be ordered electronically by registering with the Issuing Office at <https://www.wellfleet-ma.gov/bid-invitations>. Following registration, complete sets of Bidding Documents may be downloaded from the Issuing Office's website as "zipped" portable document format (PDF) files. The date that the Bidding Documents are transmitted by the Issuing Office will be considered the Bidder's date of receipt of the Bidding Documents. Partial sets of the Bidding Documents will not be available from the Issuing Office.

A non-mandatory pre-bid conference will be held at 10:00AM local time on Friday July 15th, 2022 at the Wellfleet Harbormaster's Office, 255 Commercial Street, Wellfleet, MA. The project site is accessible and can be viewed at any time.

All questions by prospective bidders as to any information contained within this bid package must be submitted in writing or email to William Sullivan, Harbormaster, Town of Wellfleet, 255 Commercial Street, Wellfleet, MA 02667, or William.Sullivan@wellfleet-ma.gov, by 12:00PM local time on Wednesday July 20, 2022.

No oral interpretations will be made to any potential respondent as to the meaning of any requirements specified within this Request for Bids. In preparing its proposal, the Contractor shall rely only on what has been communicated in writing, and no oral communication shall become the basis for any subsequent protest of the selection process. No questions, written or emailed, will be answered after the deadline indicated.

The Town reserves the right to waive any informalities and to reject any or all bids if it be in the public interest to do so in accordance with G.L. c. 30, §39M(b).

The award is subject to availability of sufficient funding and contractors proposed schedule. If an award of a contract is made, it is anticipated to be made by October 1, 2022 unless otherwise agreed with the successful general bidder.

All bids for this project shall be made in good faith, and without collusion or fraud, and are subject to the provisions of Massachusetts General Laws, Chapter 30B, as amended.

--- END OF SECTION ---

SECTION 00 04 00
INFORMATION FOR BIDDERS

1.0 RECEIPT AND OPENING OF BIDS:

- 1.1 The Town of Wellfleet, MA, herein called the Awarding Authority or Owner, will receive sealed Bids for the removal and replacement of the marina fuel system and all associated work.
- 1.2 Such Bids, addressed to the Town Administrator and endorsed "BID FOR WELLFLEET MARINA FUEL SYSTEM REPLACEMENT" will be received at Wellfleet Town Hall, located at 300 Main Street, Wellfleet, Massachusetts 02667 until **2:00 PM on Wednesday, July 27, 2022.**
- 1.3 No bids received after the time and date established herein for the opening of bids shall be accepted or considered, regardless of the cause for delay in the receipt of such bids. Said bids will be returned to the bidder, unopened at the time of receipt.

2.0 BID FORM:

- 2.1 Each Bid shall be submitted on the required BID FORM. The BID FORM shall be removed and submitted separately. All blank spaces for BID PRICES must be filled in with the lump sum or unit price for which the Bid is made.
- 2.2 Bid Forms must be completed in ink or by typewriter. The Bid Price for each item on the form shall be stated in words and figures. Discrepancies between the words and figures will be resolved in favor of the words. Discrepancies between the indicated sum of any column and the correct sum of any column will be resolved in favor of the correct sum.
- 2.3 Each Bidder must complete and submit the form, "Certification of Bidder Regarding Equal Employment Opportunity" with their bid.
- 2.4 A Bid which includes a Bid Price for any item which is either abnormally low or high may be rejected as unbalanced.

3.0 BID DEPOSIT:

- 3.1 A bid deposit of each Bid submitted by bidders filing bids in accordance with the required procedure shall be accompanied by a bid deposit in the form of a bid bond, or cash, or a certified check, or a treasurer's or cashier's check issued by a bank or trust company for the amount of 5 percent based on the Base Bid and any Add Alternatives.
- 3.2 All bid deposits except those of the three lowest responsible and eligible bidders shall be returned within five (5) days, Saturday, Sunday and Legal Holidays excluded, after the opening of Bids. The three deposits held shall be returned upon execution and delivery of the general contract; except that if the selected general bidder fails to

execute a contract and furnish the required bonds and insurance certificates, the bidders deposit shall become the property of the Awarding Authority as liquidated damages in an amount not to exceed the difference between the bidder's bid price of the next lowest responsible bidder.

- 3.3 In case of death, disability, or other unforeseen circumstances affecting the bidder, such bid deposit may be returned.
- 3.4 After execution of the Contract and acceptance of the bonds by the Owner, the bid deposit accompanying the proposal of the successful bidder will be returned.
- 3.5 All bid deposits will be returned on the execution of a Contract, or if no award is made by October 1, 2022, unless forfeited under the conditions stipulated above.

4.0 COMPARISON OF BIDS:

- 4.1 Bids will be compared on the basis of schedule and Contractors ability to complete work within the Towns preferred timeframe.
- 4.2 Bids will subsequently be compared on the basis of the quantities and unit and lump sum prices stated in the Bid.
- 4.3 Award will be made based on schedule and pricing, pending permit approvals.
- 4.4 In the event of a discrepancy between the written and numerical figures in the lump sum prices, the written figures shall govern.
- 4.5 In the event of a tie for lowest bid, the Town reserves the right to go to a "Second Heat" procedure between the tied lowest bidders as suggested by the State Inspector General's Office.

5.0 WITHDRAWAL OF BIDS:

Any bid may be withdrawn prior to the opening of bids. However, bidders may not withdraw or modify their bids for a period of sixty (60) days, Saturday, Sunday and legal holidays excluded, following the opening of bids.

6.0 ADDENDA AND INTERPRETATIONS:

All questions by prospective bidders as to any information contained within this bid package must be submitted in writing or email to William Sullivan, Harbormaster, Town of Wellfleet, 255 Commercial Street , Wellfleet, MA 02667, or William.Sullivan@wellfleet-ma.gov, by 12:00pm local time on Wednesday July 20, 2022.

No oral interpretations will be made to any potential respondent as to the meaning of any requirements specified within this Request for Bids. In preparing its proposal, the Contractor shall rely only on what has been communicated in writing, and no oral communication shall become the basis for any subsequent protest of the selection process. No questions, written or emailed, will be

INFORMATION FOR BIDDERS

00 04 00-2

answered after the deadline indicated

7.0 DELETIONS FROM CONTRACT:

The Awarding Authority reserves the right, prior to award of contract, to delete any portion of the Contractor's work and to adjust the quantities of work at any time.

8.0 EXAMINATION:

By submitting a bid, the bidder warrants that they have thoroughly examined the specifications and are fully acquainted with all conditions and restrictions pertaining to the bid items. No claim for any extra work or extension of time will be allowed for failure to observe this requirement. Conditional bids will not be accepted.

9.0 CONTRACT TIME:

All work of the Contract, excluding final payment only, must be completed within the time frame indicated in the contract specifications. Failure to complete the work in that time period will result in the assessment of liquidated damages in the amount specified therein.

10.0 PAYMENT BOND, PERFORMANCE BOND, AND INSURANCE:

10.1 The payment bond shall be for the full contract price and shall be furnished by the company awarded the contract. The payment bond shall be issued by a surety qualified to do business under the laws of the Commonwealth of Massachusetts and satisfactory to the Awarding Authority.

10.2 The selected bidder shall provide a Performance Bond to be for the full contract price at the time of execution of the contract.

10.3 The selected bidder shall maintain such insurance as will protect it from claims under the workmen's compensation acts and claims for bodily injury, death, or property damage which may arise from the performance of its service under this project. The bidder shall maintain proper liability insurance coverage in the amounts specified within Article VI of Section 00 70 00, GENERAL REQUIREMENTS. The Town may request the bidder to furnish evidence of any or all insurance coverage at the award of contract or at any time through the contract period.

11.0 ABILITY AND EXPERIENCE:

11.1 The Awarding Authority will not award a contract to any bidder who cannot furnish satisfactory evidence of their ability and experience in this type of work and that they have sufficient manpower to enable them to execute and complete the work within the given time period.

11.2 The bidder shall submit an experience list of similar size and type of projects with the bid, including Owner's name and contact information.

11.3 The Awarding Authority may make such investigations as it deems necessary to determine the above and a bidder shall furnish any information requested in this regard and shall furnish the same under oath if required.

12.0 RIGHTS OF THE AWARDING AUTHORITY

12.1 The Awarding Authority may reject, as informal, bids that are incomplete, conditional, or obscure or that contain additions or erasures that are not initialed or other irregularities.

12.2 The Awarding Authority reserves the right to reject any and all bids as may be in the best interest of the Town of Wellfleet, MA.

13.0 EXECUTION OF THE AGREEMENT:

13.1 Within fifteen (15) days of the receipt of agreement signed by the successful bidder and receipt of acceptable bonds, the Awarding Authority shall sign the Agreement and return a duplicate of the executed Agreement to the Contractor.

13.2 A Notice to Proceed shall be issued by October 1, 2022. This time may be extended by mutual agreement by the Awarding Authority and the Contractor.

14.0 NON-DISCRIMINATION IN EMPLOYMENT:

14.1 A contract for work under this proposal shall obligate the Contractor or subcontractor not to discriminate in employment practices.

14.2 Bidders must, if requested, submit compliance reports concerning their employment practices and policies in order to maintain their ability to receive award of contract. Bidders must, if requested, submit a list of all subcontractors who will perform work on this contract together with a signed "Certification of Bidder Regarding Equal Employment Opportunity".

15.0 CONTRACTORS RECORDS

The Contractor shall retain their records for at least six (6) years after final payment. During this six (6) year period, the Owner, the Inspector General or any authorized representative of the grantor agency, if applicable, shall have the right to inspect these records.

16.0 CONFLICT BETWEEN SPECIFICATIONS:

Wherever a conflict exists between this specification and Commonwealth of Massachusetts laws, rules, or regulations, the laws or rules or regulations of the Commonwealth of Massachusetts prevail.

17.0 LAWS AND REGULATIONS:

The Bidders attention is directed to the fact that all applicable Federal, State, and municipal laws, regulations and ordinances shall apply to the contract as though they were written out in full.

18.0 METHOD OF AWARD:

18.1 The bid award will be made to the responsible and responsive bidder offering the most advantageous bid provided that such bid meets the Towns preferred schedule and does not exceed the amount of funds available to finance such a contract.

18.2 If the lowest Bidder exceeds the amount of available funds, The Town reserves the right to negotiate with the lowest qualified bidder.

19.0 SEVERABILITY:

If any provision of this Agreement or portion of such provision or application thereof to any person, entity, or circumstances is held invalid, the remainder of the Agreement (or remainder of such provision) and the application of other persons, entities or circumstances shall not be affected thereby so long as such remaining or modified provisions reflect the intent of the parties.

20.0 MINORITY PROCUREMENT GOALS:

Under Massachusetts Executive Order 237, it is the policy of the Commonwealth to promote to the fullest participation of all citizens in resources provided by municipal government. Therefore, the Town invites the participation of Minority and Woman-owned business in any and all parts of this Contact.

21.0 REFERENCES

Bidders must submit at least 5 references for which the bidder has performed a comparable service over the past 10 years, and any municipal references for which the bidder has performed comparable work over the past 10 years. A bid may be rejected on the basis of one or more references reporting poor past performance.

22.0 REQUIRMENTS

22.1 Bidder shall submit a detailed construction project schedule for evaluation. Such schedule shall also include details on procurement and delivery of materials.

22.2 Bidder shall submit a detailed equipment list with bid.

--- END OF SECTION ---

SECTION 00 30 00
BID FORM

The undersigned hereby declares to have carefully examined the annexed form of Contract, Specifications, and Drawings therein referred to and also the site upon which the projected work is to be performed. Also, included in the Bid Form is a table requiring information on the Bidder's qualifications.

- A. The undersigned proposes to furnish all labor and materials required for the “**WELLFLEET MARINA FUEL SYSTEM REPLACEMENT**” in accordance with the Drawings and Specifications prepared by GEI Consultants, Inc., 124 Grove Street, Franklin, Massachusetts 02038, for the Contract Price specified below, subject to additions and deductions according to the terms of the Specifications.

Accompanying this Proposal is a bid deposit in the amount of 5% of the value of the Base Bid, which shall become the property of the Town of Wellfleet, MA (Owner) if, in case this Proposal shall be accepted by the said Owner, the undersigned shall fail to comply with the statutes as herein before specified, if it is a foreign corporation, or in any event fails to execute the Contract with, and give a bond to, said Owner, according to the requirements of the Notice to Contractor in the form annexed to said form of Contract, within the time hereinafter specified.

The undersigned also hereby declares to be the only person interested in this Proposal; that it is made without any connection with any other person making any bid for the same work; that no person acting for, or employed by the Owner is directly or indirectly interested in this Proposal, or in any Contract which may be made under it, or in expected profits to arise therefrom; and it is made without directly or indirectly influencing or attempting to influence any other person or corporation to bid or to refrain from bidding or to influence the amount of the bid of any other person or corporation; and that this Proposal is made in good faith, without collusion or connection with any other person bidding for the same work; and that this Proposal is made with distinct reference and relation to the Bid Documents prepared for this case, and herein mentioned.

- B. This bid will include any Addenda issued during the bid period.
- C. The bid prices are presented in the following schedule. The Bidder shall provide Total Prices for the project as follows.

THE OWNER SOLICITS THE FOLLOWING BIDS:

A. BASE BID

The Bidder agrees to perform all the Work described in the Contract Documents for the following prices:

B. BASE BID SCHEDULE

Brief Description of Item	Est. Quant.	Unit	Unit Price in Words	Unit Price in Figures	Total Amount in Figures
1. Mobilization (Item 1)	1	LS	_____ dollars and _____ cents	----	\$ _____
2. Marina Refueling System (Item 2)	1	LS	_____ dollars and _____ cents	\$ _____	\$ _____
3. Municipal Fueling Station and Vehicle Fueling Pad (Item 3)	1	LS	_____ dollars and _____ cents	\$ _____	\$ _____
4. Electrical (Item 4)	1	LS	_____ dollars and _____ cents	\$ _____	\$ _____
5. Bituminous Concrete Pavement (Item 5)	4000	SF	_____ dollars and _____ cents	\$ _____	\$ _____
TOTAL BASE BID PRICE:					\$ _____

TOTAL BASE BID PRICE WRITTEN IN WORDS:

_____ DOLLARS
_____ CENTS

BID PROPOSAL INCLUDES ADDENDA NUMBER(S) _____

DESCRIPTION OF PAY ITEMS

Refer to Technical Specifications Section 01 20 00 – Price and Payment Procedures for descriptions of the work involved for each pay item

BASIS OF CONTRACT AWARD:

The Town of Wellfleet, MA, Basis of Award will be determined by the available funding for the project and regulatory approvals. All Bidders will be first evaluated for award on the Base Bid to confirm the project is within the available funding.

The Town of Wellfleet, MA reserves the right to add additional funding to the project should it be in its best interest for maximizing the construction for the available funding.

- A. The undersigned agrees that, if he/she is selected as Contractor, he/she will within five (5) calendar days, after presentation thereof by the Owner, execute the Contract in accordance with the terms of this bid and furnish a performance bond and a payment bond for the full amount of the Contract Price, each with a Surety company qualified to do business under the laws of the Commonwealth and satisfactory to the Owner, the premiums for which are to be paid by the Contractor and are included in the Contract Price.
- B. The bidder hereby certifies that in the event he/she is awarded the Contract he/she shall comply with the minority manpower ratio and all specific action steps contained in the State of Massachusetts Equal Employment Opportunity Anti-Discrimination and Affirmative Action Programs.
- C. The undersigned hereby certifies that he/she is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on this work.
- D. The undersigned further certifies under penalties of perjury that this bid is in all respects bona fide, fair, and made without collusion or fraud with any other person. As used in this subsection, the word "person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.
- E. I hereby certify that I have been informed that this project is sales tax exempt. I further certify that the bid prices contained herein do not include any calculations for sales tax.

Date: _____
(Name of General Bidder)

By _____

(Print Name as Signed Above)

(Title)

(Business Address)

Note: If the bidder is a corporation, indicate State of incorporation; if a partnership, give full names and addresses of all partners; and if an individual, give residential address if different from business address. Incorporated in what State: _____

President:

Treasurer:

Secretary

If a Partnership: (Name all Partners)

Name of Partner:

Residence:

Name of Partner:

Residence:

If an Individual:

Name:

Residence:

If an Individual doing business under a firm name:

Name of Firm:

Name of Individual:

Business Address:

Residence:

The bidder will give below the name and address of the Surety Company who will sign the bonds.

BIDDER'S QUALIFICATION

The Bidder is required to state below work he/she has done of a character similar to that of the work included in the proposed contract and to give references that will enable the Owner to judge his/her experience and skills to successfully undertake this project.

Project/Amount	Description	Contact	Completion Date
1.			
2.			
3.			

Project/Amount	Description	Contact	Completion Date
4.			
5.			

--- END OF SECTION ---

**SECTION 00 50 00
AGREEMENT**

THIS AGREEMENT made as of the ____ day of _____ in the year 2022 by and between the Town of Wellfleet, Massachusetts hereinafter called OWNER, and _____ with legal address and principal place of business at _____, hereinafter called CONTRACTOR. OWNER and CONTRACTOR in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK

1.1 CONTRACTOR shall perform the Work as specified or indicated in the Contract Documents.

ARTICLE 2. ENGINEER

2.1 The Project has been designed by GEI Consultants, Inc., 124 Grove Street Suite 300, Franklin, MA 02038 who will act as ENGINEER in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME

- 3.1 The Contract Time shall be until no later than June 01, 2023 for completion of all work. Onsite work shall commence within October 16, 2022.
- 3.2 CONTRACTOR agrees that the Work shall be prosecuted regularly, diligently, and uninterruptedly and at such a rate of progress as will ensure full completion thereof within the Contract time stated above. It is expressly understood and agreed, by and between CONTRACTOR and OWNER, that the Contract Time is reasonable for the completion of the Work, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

ARTICLE 4. CONTRACT PRICE

- 4.1 OWNER will pay CONTRACTOR for performance of the Work, in accordance with the Contract Documents in current funds at the Bid Price agreed upon in the CONTRACTOR's Bid Form attached to this Agreement.
- 4.2 The CONTRACTOR agrees to perform all extra work resulting in change orders at a Direct Labor Cost percentage as defined herein, or by mutually agreed lump sum basis.

ARTICLE 5. APPLICATIONS FOR PAYMENT

- 5.1 CONTRACTOR shall submit Applications for Payment in accordance with the Schedule indicated by the agreed Bid Form.

ARTICLE 6. PROGRESS AND FINAL PAYMENTS

6.1 OWNER will make progress and final payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER and approved by the OWNER, monthly during construction.

ARTICLE 7. LIQUIDATED DAMAGES

7.1 OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss and inconvenience if the Work is not completed within the Contract Time specified in Article 3 above, plus any extensions thereof allowed in accordance with the General Conditions. They also recognize the delays, expense and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR pay OWNER.

Days 1 – 7	\$500/day
Days 8 – 14	\$1,000/day
Day 15 and beyond	\$1,500/day

ARTICLE 8. ASSURANCE

8.1 CONTRACTOR has familiarized themselves with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and Federal, State and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.

8.2 CONTRACTOR has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which were relied upon by ENGINEER in the preparation of the Drawings and Specifications.

8.3 CONTRACTOR has made or caused to be made examinations, investigations and tests and studies of such reports and related data in addition to those referred to in the above paragraph as he deems necessary for the performance of the Work at the Contract Price within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports, or similar data are or will be required by him for such purposes.

8.4 CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

8.5 CONTRACTOR has given ENGINEER written notice of any conflict, error or discrepancy that he has discovered in the Contract Documents and the written resolution

thereof by ENGINEER is acceptable to CONTRACTOR.

- 8.6 CONTRACTOR agrees that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the work.
- 8.7 CONTRACTOR agrees that all disputes occurring outside of the terms herein shall be determined in accordance with the "Standard General Conditions of the Construction Contract", prepared by Engineers Joint Contract Documents Committee and issued and published jointly by the National Society of Professional Engineers and the Construction Specifications Institute, and endorsed by The Associated General Contractors of America.

ARTICLE 9. CONTRACT DOCUMENTS

- 9.1 The Contract Documents which comprise the Contract between OWNER and CONTRACTOR are attached hereto and made a part hereof and consist of the following:
- 9.1.1 Notice to Bidders.
 - 9.1.2 Information for Bidders
 - 9.1.3 Bid Form.
 - 9.1.4 This Agreement.
 - 9.1.5 Certificate of Bidder Regarding Equal Employment Opportunity
 - 9.1.6 Certification of Compliance with Tax Laws
 - 9.1.7 Certificate of Non-Collusion
 - 9.1.8 Corporate Signatory Authorization
 - 9.1.9 Construction Performance Bond, and Construction Payment Bond, and any other required Bonds.
 - 9.1.10 Certificate of Insurance.
 - 9.1.11 Specifications (as listed in Table of Contents).
 - 9.1.12 Drawing numbered SHEETS 1 of 9 through 9 of 9, inclusive.
 - 9.1.13 Addenda numbers _____ to _____, inclusive.
 - 9.1.14 Any modification, including Change Orders, duly delivered after execution of

AGREEMENT

00 50 00-3

Agreement.

ARTICLE 10. MISCELLANEOUS

- 10.1 Neither OWNER nor CONTRACTOR shall, without the prior written consent of the other, assign or sublet in whole or in part his interest under any of the Contract Documents; and, specifically but without limitation, CONTRACTOR shall not assign any monies due or to become due without the prior written consent of OWNER. In case the Contractor assigns all or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the Contractor shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the Work called for in this Contract.
- 10.2 OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 10.3 The Contract Documents constitute the entire agreement between OWNER and CONTRACTOR and may only be altered, amended, or repealed by a Modification.
- 10.4 Any conflicts between the duties, authority and responsibilities of the Engineer as stated in this Agreement and the Engineering Agreement shall be governed by the Engineering Agreement.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement in sextuple. Four copies each have been delivered to OWNER, and one copy each to CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

This Agreement shall become effective on _____,2022.

OWNER

CONTRACTOR

BY

BY

(CORPORATE SEAL)

(CORPORATE SEAL)

Attest

Attest

Address for giving notices

Address for giving notices

As required by Chapter 693 of the Acts of 1964 (M.G.L. Chapter 44 Section 31c), this is to certify that the Town of Wellfleet has an appropriation which is adequate to cover the cost of this contract and that the Officer executing the contract on behalf of the Town is authorized to do so.

Date

Signed

Date

Signed

Note: If CONTRACTOR is a corporation, a current and valid certificate of corporate vote must be supplied when the Contract is signed indicating that the person signing same has the authority to do so, holds the office identified and a further certification by the clerk that said vote has not been rescinded, changed, or modified if the vote is not current as of the date of signing.

--- END OF SECTION ---

AGREEMENT

00 50 00-5

SECTION 00 55 00
CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

MUST BE SUBMITTED WITH BID FORM

Instructions

This certificate is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective CONTRACTOR, or any of their proposed SUBCONTRACTORS, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause, and if so, whether it has filed all compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

Certification by Bidder:

Name and Address of Bidder (include zip code):

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause. Yes___No___
2. Compliance reports were required to be filed in connection with such contract or subcontract. Yes___No___
3. Bidder has filed all compliance reports due under applicable instructions, including Monthly Employment Utilization Report (257). Yes___No___
4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended? Yes___No___

Name and Title of Signer (please type)

Signature _____ Date _____

--- END OF SECTION ---

**SECTION 00 56 00
CERTIFICATE OF COMPLIANCE WITH TAX LAWS**

MUST BE SUBMITTED WITH BID FORM

I, _____ of _____, certify under
 (principal) (corporation)
pains and penalties of perjury that said corporation has complied with all the laws of the
Commonwealth of Massachusetts relating to taxes.

(date)

(signature)

(title)

Federal Tax Identification Number

--- END OF SECTION ---

**SECTION 00 57 00
CERTIFICATE OF NON-COLLUSION**

MUST BE SUBMITTED WITH BID FORM

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.

By: _____
Duly Authorized Individual

Name of Business

Address

Date

--- END OF SECTION ---

**SECTION 00 58 00
CORPORATE SIGNATORY AUTHORIZATION**

IF APPLICABLE, SUBMIT WITH BID FORM

If the Bidder is a corporation, complete the following certification: At a duly authorized meeting of the Board of Directors of the

_____ held on _____
(Name of Corporation) (Date)

at which all the Directors were present or waived notice, it was

VOTED that, _____
(Name) (Officer)

of this company is authorized to execute contracts and bonds in the name and behalf of said company, and affix its corporate seal thereto, and such execution of any contract or obligation in this company's name on its behalf by such _____ of the
(Officer)
company, shall be valid and binding upon this company.

I hereby certify that I am the Clerk of the _____

that _____ is the duly elected _____
(Officer)

of said company, and that the above vote has not been amended or rescinded and remains in full force and effect as of the date of the Contract.

A true copy,

Attest _____
(Clerk)

Place of Business _____ (Corporate Seal)

**SECTION 00 61 00
CONSTRUCTION PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS: That we _____

_____ a _____
(Name of Contractor) (Corporation, Partnership, Joint Venture or Individual)

hereinafter called "Principal" and _____
(Surety)

of _____ hereinafter
(Address) (City, State, Zip Code)

called the "Surety" and licensed by the State Division of Insurance to do business under the laws of the Commonwealth of Massachusetts, are held and firmly bound to the Town of Wellfleet, Massachusetts, hereinafter called "Owner", in the penal sum of

_____ Dollars
(\$ _____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract with the Owner, dated the _____ day of _____, 2022, a copy of which is hereto attached and made a part hereof for the construction described as follows:

WELLFLEET MARINA FUEL SYSTEM REPLACEMENT

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of this contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in six (6) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 2022.

ATTEST:

(Principal Secretary)

Principal

By _____

(Address-Zip Code)

(SEAL)
Witness as to Principal

(Address-Zip Code)

ATTEST:

Surety

By _____
(Attorney-in-Fact)

(Address-Zip Code)

(SEAL)
Witness as to Surety

(Address-Zip Code)

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute Bond.

--- END OF SECTION ---

**PERFORMANCE BOND
SECTION 00 61 00-2**

**SECTION 00 62 00
CONSTRUCTION PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS: That we _____

(Name of Contractor)
a _____, hereinafter called "Principal" and
(Corporation, Partnership, Joint Venture or Individual)

_____ of _____,

(Surety) City/Town (State)
called the "Surety" and licensed by the State Division of Insurance to do business under the laws
of the Commonwealth of Massachusetts, are held and firmly bound to the Town of Wellfleet,
Massachusetts, hereinafter called "Owner", in the penal sum of

(In Words)
_____ Dollars (\$) in lawful
money of the United States, for the payment of which sum well and truly to be made, we bind
ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by
these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered
into a certain contract with the Owner, dated the _____
day of _____, 2022, a copy of which is hereto attached and made a part
hereof for the construction described as follows:

**WELLFLEET MARINA FUEL SYSTEM REPLACEMENT
Wellfleet, Massachusetts**

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms,
subcontractors, and corporations furnishing materials for or performing labor in the prosecution
of the work provided for in such contract, and any authorized extension or modification thereof,
including all amounts due for materials, lubricants, oil, gasoline, diesel fuel, repairs on
machinery, equipment and tools, consumed or used in connection with the construction of such
work, and all insurance premiums on said work, and for all labor, performed in such work
whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in
full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and
agrees that no change, extension of time, alteration or addition to the terms of the contract or to
the work to be performed thereunder or the specifications accompanying the same shall in any
way affect its obligation on this bond, and it does hereby waive notice of any such change,
extension of time, alteration or addition to the terms of this contract or to the work or to the
specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor
shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in six (6) counterparts, each one
of which shall be deemed an original, this the _____ 2022.

**PAYMENT BOND
SECTION 00 62 00-1**

day of _____,

ATTEST:

(Principal Secretary)

By _____

Principal

(Address-Zip Code)

(SEAL)
Witness as to Principal

(Address-Zip Code)

ATTEST:

By _____

Surety

(Attorney-in-Fact)

(Address-Zip Code)

(SEAL)
Witness as to Surety

(Address-Zip Code)

NOTE: If Contractor is a Partnership, all partners should execute Bond.

--- END OF SECTION ---

**PAYMENT BOND
SECTION 00 62 00-2**

**SECTION 00 65 00
CERTIFICATE OF INSURANCE**

This is to certify that the _____ (Company) has issued the policies listed below, that these policies are written in accordance with the Company's standard policies and endorsements, except as indicated below or as noted in the attachments hereto, which policies and endorsements will be made available to OWNER upon request, that they provide coverage and limits of liability shown with respect to the insurance indicated, that they are in force on this date, that all deductible amounts are indicated below, and that this Certificate is furnished in accordance with and for the purpose of satisfying the requirements of OWNER in connection with the award and performance of a contract or agreement between the Town of Wellfleet, MA (OWNER) and

1. Name of Insured _____
2. Address of Insured _____
3. Location and Description of Work _____

Project Contract No.

Coverage and Limits of Liability
(at least as shown below)

Policy No.	Effective Date	Expiration Date	Coverage and Limits of Liability	
			Bodily Injury Liability	Property Damage Liability

INSURANCE REQUIREMENTS

- A. The General Contractor shall purchase and maintain such insurance as will protect him from claims under worker's compensation acts and from claims for damages because of bodily injury, including death, and property damage which might arise from and during operations under this contract, whether such operations be by himself or by a Subcontractor or anyone directly or indirectly employed by either of them.

- B. Contractor shall not commence work under this Contract until he has obtained all insurance required herein nor until such insurance has been approved by the Owner. Contractor shall not allow any Subcontractor to commence work until the insurance required of the Subcontractor has been obtained and approved.

- C. Subcontracts: Contractor shall either (1) require each Subcontractor to procure and to maintain during the life of his Subcontract, Subcontractor General Liability and Property Damage Insurance of same type and in such manner as specified herein, or (2) Insure activities of his Subcontractors on his own policy.
- D. All insurance required by this Document shall be provided by a Best "A+ VIII" rated company, or companies, authorized to do business in the Commonwealth of Massachusetts and satisfactory to the owner and shall be written for not less than any limits of liability specified herein, or required by law, whichever is greater.
- E. Certificates: Certificates of Insurance acceptable to the Owner shall be submitted in triplicate to the Owner simultaneously with the execution of the Contract. Certificates shall indicate that broad form Contractual Liability coverage is in force, as well as deletions of the XCU exclusions. Certificates shall contain a provision that the insurance company will notify the Owner by registered mail at least (60) calendar days in advance of any cancellation, non-renewal, change or expiration of the policies. Certificates shall include description of coverage, effective dates and expiration dates of policies and shall clearly indicate all exclusions (other than standard policy form exclusions contained in the basic policy) which will be added to the policies provided.
- F. Deductibles: In the event of paid claims, Contractor shall bear costs of any amounts deductible.
- G. The Owner shall be named as additional insured under all policies.
- H. Before any blasting is done, Contractor shall present evidence that blasting damage is included in his insurance coverage.

COVERAGE AND LIMITS

A. Workers' Compensation Insurance:

The Contractor shall maintain and cause all subcontractors and lower tier contractors to maintain Workers Compensation and Employers Liability Insurance in accordance with the law and regulations of the Commonwealth of Massachusetts. The limits of liability provided shall be as follows:

Coverage A:	Statutory
Coverage B:	\$500,000/\$500,000/\$500,000

B. Contractor's Liability Insurance

The Contractor shall purchase and maintain Commercial General Liability Insurance and cause all subcontractors and lower tier contractors to maintain the same throughout the term of the Work. Commercial General Liability Insurance must comply with all applicable broad form endorsements. Such insurance shall be on the 1986 standard insurance Service Office occurrence coverage form (or any later amendments or revisions thereto).

Limits of liability to be provided shall be as follows:

Bodily Injury and Property Damages	\$1,000,000
Personal Injury and Advertising Injury	\$1,000,000
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Medical Payments	\$ 10,000

Coverage shall specifically include blanket contractual liability covering Contractor's indemnity obligations as contained in this Document. The Town of Wellfleet, MA must be added as an additional Insured as their interest may appear.

C. Business Automobile Liability:

The Contractor shall maintain and cause all subcontractors and lower tier contractors to maintain business automobile liability insurance covering all owned, non-owned, leased, rented and hired automobiles (symbol 1). The limits of liability shall be as follows:

Bodily Injury and Property Damage: \$1,000,000 per occurrence

Automobile physical damage coverage shall be at the option of the Contractor, all subcontractors and lower tier contractors. The Owner shall not be liable for physical loss or damage to any owned, non-owned, leased, rented or hired automobile.

The Town of Wellfleet, MA must be added as an additional insured as their interest may appear.

D. Umbrella or Excess Liability

Umbrella or Excess Liability shall be provided in excess of the primary limits of liability required above. Coverage shall be at least as broad as provided in the primary coverage required. The limits of liability to be provided shall be as follows:

\$2,000,000 per occurrence Bodily Injury and Property Damage
\$2,000,000 per occurrence Personal Injury and Advertising Injury
\$2,000,000 General Aggregate
\$2,000,000 Products and Completed Operations Aggregate

Coverage shall specifically include blanket contractual liability covering Contractor's indemnity obligations as contained in this Document. The Town of Wellfleet, MA must be added as an additional Insured as their interest may appear.

D. Builder's Risk Insurance

The Contractor shall provide Builder's Risk Insurance for "All Risks" and shall provide coverage for the buildings and structures that are not specified to be removed, and the additions to any structures. Such coverage will include all structure additions and materials used for the Work while at the construction site or on route to the construction site. The amount of Builder's Risk Coverage will equal the total cost of the construction project.

INDEMNIFICATION

The Contractor shall take responsibility for the work and take all precautions for preventing injuries to persons and property in or about the work and shall bear all losses resulting to it on account of amount or character of the work. The Contractor shall pay or cause payment to be made for all labor performed or furnished and for all materials used or employed in carrying out the Contract. The Contractor shall assume the defense of, and indemnify and save harmless, the Engineer, the Owner, and their officers and agents from all claims relating to labor performed or furnished and materials used or employed for the work: to inventions, patents and patent rights used in and in doing the work unless injuries to any person or corporation received or sustained by or from the Contractor and its employees, and subcontractors and employees, in doing the work, or in consequence of any improper materials, implements or labor used or employed therein; and to any act, omission or neglect of the Contractor and its employees therein.

PERFORMANCE AND PAYMENT BONDS

The Contractor shall provide the Owner with a performance bond and a labor and materials, or payment bond executed by a surety company licensed by the Commonwealth of Massachusetts.

--- END OF SECTION ---

**CERTIFICATE OF INSURANCE
SECTION 00 65 00-4**

SECTION 00 70 00
GENERAL CONDITIONS

Index

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ARTICLE II	-	DEFINITIONS
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**SECTION 00 70 00
GENERAL CONDITIONS**

ARTICLE I - GENERAL

- A. Every provision of this Contract shall have the same force and effect as if included and repeated in every division or subdivision of the Contract under which it may apply.
- B. Headings, letterings, and numbers of the various divisions and subdivisions of and in the Contract are intended for convenience of reference only and have no force or effect whatever on the intent of the Contract.

ARTICLE II - DEFINITIONS

Wherever the words defined in this Article or pronouns used in their stead occur in this Contract, they shall have the meanings here given.

- A. The words "Contract Documents" and "the Contract" shall mean this Contract and shall include Notice to Bidders, Information for Bidders, Proposal, Bid Bond, Agreement, Performance and Payment Bond, General Conditions, Special Conditions, Construction Specifications, Drawings, Addenda, Notice of Award, Notice to Proceed, the Change Orders. The Contract Documents represent the entire and integrated agreement between the Owner and the Contractor. The Contract shall not be construed to create any contractual relationship of any kind between the Engineer and the Contractor, but the Engineer shall be entitled to performance of obligations intended for his benefit and to enforcement thereof. Nothing in the Contract Documents shall create any contractual relationship between the Owner or the Engineer and any Subcontractor.
- B. The word "Owner" or "Project Sponsor" or "Awarding Authority," shall mean the Town of Wellfleet, MA.
- C. The word "State" shall mean the Commonwealth of Massachusetts.
- D. The word "Commonwealth" shall mean the Commonwealth of Massachusetts.
- E. The words "Approval of the Owner" or "Approved by the Owner," "Approval of the Engineer" or "Approved by the Engineer," shall mean approval in writing.
- F. The word "Contractor" shall mean the party termed as such by the Agreement, his/her heirs, executors, administrators, successors, or assigns as regards the obligations of the Contract.
- G. "Subcontractor." A person, firm, or corporation supplying labor and materials, or only labor, for work at the site of the project under separate Contract or agreement with the Contractor.

- H. The word "Contract Drawings" or words of like effect shall mean the Drawings listed by that number and title herein.
- I. The words "as permitted," "as required," or words of like effect shall mean that the permission or requirement of the Engineer is intended; the words "approved," "acceptable," "satisfactory," or words of like import shall mean approved by, or acceptable to, or satisfactory to the Engineer - and the words "necessary," "suitable," "equal," or words of like import shall mean necessary, suitable, or equal in the opinion of the Engineer.
- J. The Owner is treated as if it were of singular number and neuter gender and the Contractor and the Engineer are treated as if each were of the singular number and masculine gender.
- K. The words "Notice to Proceed" shall mean a written notice to the Contractor of the date on which he is to begin the prosecution of the work for which he has contracted.
- L. Any communication to the Owner shall be addressed to the Town of Wellfleet, MA.
- M. The word "work" shall mean all performance, including the furnishing of materials, labor, tools, equipment and incidentals required of the Contractor under the terms of this Contract, including the transportation of the materials and supplies to or from the location of the project by employees of the Contractor and any subcontractor.

ARTICLE III - INTERPRETATION OF CONTRACT

The Contractor shall at his own proper cost and expense provide and do everything necessary to prepare for and perform everything required under the conditions and requirements of the Contract, and he hereby agrees that the Engineer shall in the first instance be the interpreter of the Contract Documents, and all the work contemplated and described therein shall be so done as to satisfy him that its intent is fulfilled. The Engineer shall promptly render impartial decision on all claims of either party against the other and on all other matters governed by this intent, including questions as to the execution and progress of the work, the quality and types of materials and workmanship, the suitability of methods, and costs and values. The determination and decision of the Engineer shall be final and binding on both parties and shall be a condition precedent to the right of the Contractor to receive any money hereunder, except as to those areas of disputed work covered under ARTICLE XII - DISPUTED WORK, DETERMINATION OR ORDER.

ARTICLE IV - DRAWINGS AND SPECIFICATIONS

The Owner will furnish to the Contractor, at no charge electronic copies of the Contract Drawings, and Contract Specifications. Hard copies of the Contract Drawings and Contract Specifications shall be provided at the Contractor's expense.

The Plans, Drawings, Specifications and other data and documents prepared for use in connection with this Contract are intended to be complementary to each other, but should any discrepancy appear, or any misunderstanding arise as to the import of anything contained in them or any of them, except to those areas of disputed work covered by ARTICLE XII - DISPUTED WORK, DETERMINATION OR ORDER the explanation or decisions of the Engineer shall be final and binding on the parties hereto.

Any errors or omissions in Plans, Drawings or Specifications or in other data or documents may be corrected by the Engineer when such correction is necessary for the proper fulfillment of their intention as construed by him, such correction to govern only from the time that the Engineer gives notice in writing thereof to the Contractor.

The Contractor shall not take any advantage or make any claim for damages on account of any omission, discrepancy or error in any soundings, borings, estimates, schedules, specifications, drawings, plans, or other data or documents furnished him, but shall report same to the Engineer as soon as it comes to his knowledge.

ARTICLE V - NOT TO SUBLET OR ASSIGN

The Contractor shall keep the Contract under his control; and shall not assign, by power of attorney or otherwise, any portion of said work, or any moneys payable under the Contract or his claim thereto, unless by the previous approval of the Owner and the Surety. No part of this work shall be sublet except to parties skilled in and equipped properly for the same and satisfactory to the Engineer and approved by the Owner.

ARTICLE VI - INSURANCE REQUIREMENTS

- A. The General Contractor shall purchase and maintain such insurance as will protect him from claims under worker's compensation acts and from claims for damages because of bodily injury, including death, and property damage which might arise from and during operations under this contract, whether such operations be by himself or by a Subcontractor or anyone directly or indirectly employed by either of them.
- B. Contractor shall not commence work under this Contract until he has obtained all insurance required herein nor until such insurance has been approved by the Owner. Contractor shall not allow any Subcontractor to commence work until the insurance required of the Subcontractor has been obtained and approved.
- C. Subcontracts: Contractor shall either (1) require each Subcontractor to procure and to maintain during the life of their Subcontract, Subcontractor General Liability and Property Damage Insurance of same type and in such manner as specified herein, or (2) Insure activities of their Subcontractors on their own policy.

- D. All insurance required by this Document shall be provided by a Best “A+ VIII” rated company, or companies, authorized to do business in the Commonwealth of Massachusetts and satisfactory to the owner and shall be written for not less than any limits of liability specified herein, or required by law, whichever is greater.
- E. Certificates: Certificates of Insurance acceptable to the Owner shall be submitted in triplicate to the Owner simultaneously with the execution of the Contract. Certificates shall indicate that broad form Contractual Liability coverage is in force, as well as deletions of the XCU exclusions. Certificates shall contain a provision that the insurance company will notify the Owner by registered mail at least (60) calendar days in advance of any cancellation, non-renewal, change or expiration of the policies. Certificates shall include description of coverage, effective dates and expiration dates of policies and shall clearly indicate all exclusions (other than standard policy form exclusions contained in the basic policy) which will be added to the policies provided.
- F. Deductibles: In the event of paid claims, Contractor shall bear costs of any amounts deductible.
- G. The Owner shall be named as additional insured under all policies.
- H. Before any blasting is done, Contractor shall present evidence that blasting damage is included in his insurance coverage.

COVERAGE AND LIMITS

A. Workers’ Compensation Insurance:

The Contractor shall maintain and cause all subcontractors and lower tier contractors to maintain Workers Compensation and Employers Liability Insurance in accordance with the law and regulations of the Commonwealth of Massachusetts. The limits of liability provided shall be as follows:

Coverage A: Statutory
Coverage B: \$500,000/\$500,000/\$500,000

B. Contractor’s Liability Insurance

The Contractor shall purchase and maintain Commercial General Liability Insurance and cause all subcontractors and lower tier contractors to maintain the same throughout the term of the Work. Commercial General Liability Insurance must comply with all applicable broad form endorsements. Such insurance shall be on the 1986 standard insurance Service Office occurrence coverage form (or any later amendments or revisions thereto).

Limits of liability to be provided shall be as follows:

Bodily Injury and Property Damages	\$1,000,000
Personal Injury and Advertising Injury	\$1,000,000
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Medical Payments	\$ 10,000

Coverage shall specifically include blanket contractual liability covering Contractor's indemnity obligations as contained in this Document. The Town of Wellfleet, MA must be added as an additional Insured as their interest may appear.

C. Business Automobile Liability:

The Contractor shall maintain and cause all subcontractors and lower tier contractors to maintain business automobile liability insurance covering all owned, non-owned, leased, rented and hired automobiles (symbol 1). The limits of liability shall be as follows:

Bodily Injury and Property Damage: \$1,000,000 per occurrence

Automobile physical damage coverage shall be at the option of the Contractor, all subcontractors and lower tier contractors. The Owner shall not be liable for physical loss or damage to any owned, non-owned, leased, rented or hired automobile.

The Town of Wellfleet, MA must be added as an additional insured as their interest may appear.

D. Umbrella or Excess Liability

Umbrella or Excess Liability shall be provided in excess of the primary limits of liability required above. Coverage shall be at least as broad as provided in the primary coverage required. The limits of liability to be provided shall be as follows:

\$2,000,000 per occurrence Bodily Injury and Property Damage
\$2,000,000 per occurrence Personal Injury and Advertising Injury
\$2,000,000 General Aggregate
\$2,000,000 Products and Completed Operations Aggregate

Coverage shall specifically include blanket contractual liability covering Contractor's indemnity obligations as contained in this Document. The Town of Wellfleet, MA must be added as an additional Insured as their interest may appear.

E. **Builder's Risk Insurance**

The Contractor shall provide Builder's Risk Insurance for "All Risks" and shall provide coverage for the buildings and structures that are not specified to be removed, and the additions to any structures. Such coverage will include all structure additions and materials used for the Work while at the construction site or on route to the construction site. The amount of Builder's Risk Coverage will equal the total cost of the construction project.

INDEMNIFICATION

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.
- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- C. The indemnification obligations of Contractor under Paragraph A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

PERFORMANCE AND PAYMENT BONDS

The Contractor shall provide the Owner with a performance bond and a labor and materials or payment bond executed by a surety company licensed by the Commonwealth of Massachusetts.

ARTICLE VII - ALTERATIONS OF WORK

- A. The Owner may make alterations in the form or character of any of the work done, or to be done, and in the requirements of the Contract Documents, and the Engineer may order in writing such alterations to be made. Such order shall be by means of a written Change Order, supplemented with drawings when in the opinion of the Engineer it is necessary, which shall include a description of the change with revised specifications, estimated quantities, and prices of the work involved in the alterations made. Each Change Order shall make provisions for revising the time of completion of all work to be done under this Contract or shall state that no revision of time is necessary. All such Change Orders shall be approved in writing by the Owner's Chief Procurement Officer (Town Administrator) and accepted in writing by the Contractor before they become effective. If the Owner and Contractor do not agree on the revised prices of the work involved in the alterations, the work shall be paid for on the cost-plus basis as provided for Extra Work in ARTICLE VIII - EXTRA WORK.

- B. All work involved in the alterations shall be made under the terms and as a part of this Contract, and the security for the performance of the Contract shall in no ways be invalidated but shall be held to secure in like manner the performance of the work involved in the alterations made under the Contract.

ARTICLE VIII - EXTRA WORK

- A. For the purpose of this Contract all Change Orders which include extra work shall be referred to as Extra Work Orders.

- B. The Contractor shall do any work in addition to the obligations required under the Contract in the original form of its Contract Documents and not herein otherwise provided for as ordered in writing by the Engineer. Such work shall be termed Extra Work. All orders for Extra Work shall contain particular reference to this Article. Before any work is commenced under any Extra Work Order, the order shall be approved by the Owner's Chief Procurement Officer (Town Administrator) in writing and accepted in writing by the Contractor. It is understood that the Owner may, at its option, have other parties do work in connection with the work to be done under this Contract, which is not within the limits or is not an integral part of the work herein specified, in lieu of having such work done as Extra Work under this Contract.

- C. All requirements of this Contract and its documents shall be applicable to Extra Work. The Contractor shall not receive any compensation for Extra Work, regardless of its nature, unless the work was ordered done in the manner prescribed above. The Contractor waives all rights to claim any compensation for any work done except (a) that provided for payment as stated in the Proposal, (b) alterations of the work as provided for in

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ARTICLE VII ALTERATIONS OF WORK, and (c) that provided for as Extra Work ordered done as described in this Article.

- D. All written orders for Extra Work issued by the Engineer shall be accompanied by drawings, if in the opinion of the Engineer drawings are necessary: all orders shall describe the work to be done, shall make provisions for revising the time of completion of all work to be done under this Contract or shall state no revision of time is necessary, and shall prescribe unit prices or the total cost of the Extra Work agreed to by the Owner and Contractor for the work to be done. If the Owner and the Contractor do not agree on unit prices or the total cost of the Extra Work to be done, the orders for Extra Work shall provide for the work to be done on a cost-plus basis, so that the Contractor will receive for full compensation for providing and doing everything required to prepare for and perform everything included in the Extra Work Order the actual cost to him of the following items applicable to the Extra Work Order:
1. All labor directly on the Contractor's payroll at specified rates;
 2. Salaries of Contractor's employees stationed at the field office, engaged at shops or on the road in expediting the production or transportation of material;
 3. Fees for licenses and permits required particularly for the extra work involved and not required for the work as planned in the original Contract;
 4. Minor expenses, such as telephone service, express, and similar petty cash items;
 5. Cost of hand tools not owned by the workmen consumed in the prosecution of the work, and depreciation of such tools used but not consumed and which shall remain the property of the Contractor;
 6. Cost of moving equipment from and to the Contractor's yard; and
 7. Cost of Bonds
- E. To the cost of items 1 to 7, inclusive, there shall be added a fixed fee to be agreed upon but not to exceed 15 percent of the total of items 1 to 7, inclusive. The fee shall be compensation to cover the cost of general supervision, overhead, profit, and other general expenses.
- F. If the work is done by a subcontractor, and the cost is determined on the actual cost basis, there shall be added an additional fixed fee to be agreed upon but not to exceed 5 percent of the total of item 1 to 7, inclusive. This additional fee shall be compensation to cover the General Contractor. In no case shall the combined overhead and profit allowed to the Subcontractor and General Contractor exceed 20 percent.
- G. The Contractor shall furnish to the Engineer an itemized statement of all costs incurred in Extra Work during any calendar month on or about the first of the next following month. All quantities (labor, equipment, etc.) shall be agreed upon on daily basis, in writing, by the Contractor and Engineer.

- H. Unless otherwise specifically provided for in the Extra Work Orders, the compensation agreed to, whether unit prices, total cost or the cost-plus basis as described above, includes payment for any damages or expense caused the Contractor by any delays to other work to be done under the Contract resulting from or on account of Extra Work, and the Contractor waives all rights to any compensation for such damage or expense except as may be provided for in the Extra Work Orders.

ARTICLE IX - PAYMENTS

- A. The Owner shall pay and the Contractor shall receive as full compensation for providing and doing everything required to prepare for and perform everything called for by this Contract, and as full compensation also for all loss or damage arising out of the nature of the work under the Contract, or from the action of the elements, or from fire, or from any unforeseen obstructions or difficulties which may be encountered in the prosecution of the said work; also for all expenses incurred by, or in consequence of, the suspension or discontinuance of said work in accordance with the Contract, including all work incidental thereto, the prices stated in the bid Schedule of Prices, or the prices revised, if such are revised as provided for in ARTICLE VII ALTERATIONS OF WORK, and also the cost of Extra Work authorized under ARTICLE VIII EXTRA WORK.
- B. It is understood and agreed that the Contractor shall receive payment in accordance with the Schedule indicated under the lump sum item.
- C. A retainage of 5 percent of the total amount of work invoiced shall be retained by the Town until the construction work has been completed to the approval of the Engineer. The full Contract price shall be paid to the Contractor only after completion of all work to be done and final acceptance has been given by the Owner and Engineer in writing.

ARTICLE X - GUARANTEE

- A. The Contractor guarantees that the work and services to be performed under the Contract, and all workmanship, materials and equipment performed, furnished, used or installed in the construction of the same, shall be free from defects and flaws, and shall be performed and furnished in strict accordance with the Drawings, Specifications and other Contract Documents, that the strength of all parts of all manufactured equipment shall be adequate and as specified and that the performance test requirements of the Contract shall be fulfilled. This guarantee shall be for a period of one year from and after the date of completion which date of completion shall be determined under the provisions of ARTICLE IX PAYMENTS herein. If part of the work is accepted in accordance with the Special Conditions, the guarantee for that part of the work shall be for a period of one year from the date fixed for such acceptance. Said guarantees are in addition to any other guarantees provided by law or otherwise.
- B. If at any time within the said period of guarantee any part of the work requires repairing, correction or replacement, the Owner may notify the Contractor in writing to make the required repairs, corrections, or replacements. If the Contractor neglects to commence making such repairs, corrections, or replacements to the satisfaction of the Owner within seven (7) days from the date of receipt of such notice or having commenced failed to

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prosecute such work with diligence, the Owner may employ other persons to make the same, and all direct and indirect costs of making said repairs, corrections or replacements, including compensation for additional professional services, shall be paid by the Contractor.

ARTICLE XI - RIGHT OF THE OWNER TO TERMINATE CONTRACT

- A. If the Contractor shall be adjudged bankrupt or if he shall make a general assignment for the benefit of his creditors, or if a receiver shall be appointed of his property, or if the work to be done under this Contract shall be abandoned, or if this Contract or any part thereof shall be sublet without the previous written consent of the Owner, or if the Contract or any claim thereunder shall be assigned by the Contractor otherwise than as herein specified, or if at any time the Engineer shall certify in writing to the Owner that the rate of progress of the work or any part thereof is unsatisfactory or that the work or any part thereof is unnecessarily or unreasonably delayed, or that the Contractor has violated any of the provisions of this Contract, the Owner may notify the Contractor to discontinue all work or any part thereof; and thereupon, the Contractor shall discontinue such work or such part thereof as the Owner may designate and charge the entire expense of so completing the work or part thereof to the Contractor; and for such completion, the Owner for itself or its contractors may take possession of and use or cause to be used in the completion of the work or part thereof any of such materials, machinery, implements and tools of every description as may be found upon the site of the Contractor's operations. The Owner may at its option require the surety or sureties to complete the Contract.
- B. All expenses charged under this Article shall be deducted and paid by the Owner out of any money then due or to become due the Contractor under this Contract or any part thereof; and in such accounting, the Owner shall not be held to obtain the lowest figures for the work of completing the Contract or any part thereof, or for insuring its proper completion, but all sums actually paid therefore shall be charged to the Contractor. In case the expenses so charged are less than the sum which would have been payable under this Contract if the same had been completed by the Contractor, the Contractor shall be entitled to receive the difference, but only for work actually completed by the Contractor. If such expenses shall exceed the said sum, the Contractor shall pay the amount of the excess to the Owner upon completion of the work without further demand being made therefor.

ARTICLE XII - DISPUTED WORK, DETERMINATION OR ORDER

- A. If the Contractor is of the opinion that any work ordered to be done as Contract work by the Engineer is in fact Extra Work and not Contract work, or that any determination or order of the Engineer violates the provisions of this Contract, he must promptly, and before proceeding with such work or complying with the determination or order, notify the Owner and Engineer in writing of his contentions with respect thereto and request a final determination thereon.
- B. If the Owner determines that the work is Contract work and not Extra Work, or that the determination or order complained of is proper, it will direct the Engineer to order the Contractor to proceed and the Contractor must promptly comply. However, in order to

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reserve the right to claim compensation for such work or damages resulting from such compliance, the Contractor must, within five days after receiving notice of the Owner's determination, notify the Owner and Engineer in writing that the work is being performed or that the determination is being complied with under protest.

- C. If the Contractor fails to so appeal to the Owner and Engineer, or having appealed, should the Contractor fail to notify the Owner and Engineer in writing of his doing the work under protest, the Contractor shall be deemed to have waived any claim for extra compensation or damages. No oral appeals or oral protests shall be deemed as compliance with the provisions of this Article.

ARTICLE XIII – MINORITY PROCUREMENT GOALS

- A. Under Massachusetts Executive Order 237, it is the policy of the Commonwealth to promote the fullest participation of all citizens in resources provided by municipal government. Therefore, the Town of Wellfleet, MA invites the participation of minority and women owned businesses in any and all parts of the contract.
- B. The Town of Wellfleet, MA invites all qualified women and minority owned business firms to respond to bid invitations.

ARTICLE XIV – OSHA 10 TRAINING

All employers must certify at the time of the bid that all employees to be employed at the jobsite have successfully taken an OSHA .10-hour course. Documentation of successful course completion for each employee must be submitted with the first certified payroll report (CPR) on which the employee's name appears. Employers shall attach copies of the OSHA 10-hour cards to the first certified payroll report.

--- END OF SECTION ---

SECTION 00 80 00
SPECIAL CONDITIONS

Index

<u>NUMBER</u>	<u>TITLE</u>
1.	COMMENCEMENT AND COMPLETION
2.	LIQUIDATED DAMAGES
3.	SHOP DRAWINGS AND CERTIFICATES
4.	PROTECTION OF WORK AND MATERIALS
5.	CHANGED CONDITIONS
6.	SUPERINTENDENCE, SKILLED LABOR, AND EMPLOYEES
7.	PROTECTION OF UTILITIES
8.	FIRE PROTECTION
9.	USE OF PORTIONS BEFORE ENTIRE COMPLETION OF WORK
10.	MASSACHUSETTS SALES TAX EXEMPTION
11.	ANTI-DISCRIMINATION CLAUSE
12.	MISPLACED MATERIALS
13.	WAGE RATES
14.	CONTRACT AND REFERENCE DRAWINGS

**SECTION 00 80 00
SPECIAL CONDITIONS**

1. COMMENCEMENT AND COMPLETION

- a. The Contractor shall commence work within ten (10) calendar days after the dates specified in the Notice to Proceed, shall achieve substantial completion of an operating system by **May 1, 2023**, and shall fully complete the work as herein prescribed no later than **June 1, 2023**.
- b. It is specifically understood that "Completion" as used herein shall mean full and entire completion including, without limitation, all incidentals. Substantial performance is not completion within the meaning of the contract.

2. LIQUIDATED DAMAGES

- a. Contractor agrees to pay as liquidated damages, if in default of completing substantial completion by the prescribed date as follows
 - Days 1 – 7 \$500/day
 - Days 8 – 14 \$1,000/day
 - Day 15 and beyond \$1,500/day
- b. It is hereby understood and mutually agreed by and between the Contractor and the Owner that the date of beginning and the time for completion are **ESSENTIAL CONDITIONS** of this Contract; and it is further mutually understood and agreed that the work embraced in this Contract shall be commenced as stated in the Contract Documents.

3. SHOP DRAWINGS AND CERTIFICATES

- a. The Contractor shall submit so as to avoid delay in its work, or that of any Subcontractor, five copies or electronic files of all shop, detail or working drawings and samples, and certificates required for the work and the Engineer shall review them noting comments. If required, the Contractor shall make corrections and resubmit electronic files or five corrected copies or samples for final review and furnish such other copies as may be needed.
- b. The Engineer's review of such Drawings and/or certificates shall not relieve the Contractor from responsibility/for deviations from the Contract Drawings or Specifications, unless it had in writing called the Engineer's attention to such deviations at the time of submission, and unless the Engineer shall have issued a written waiver of the pertinent Specification, nor shall it relieve him from responsibility for errors of any sort in Shop Drawings.

4. PROTECTION OF WORK AND MATERIALS

The Contractor shall protect all work, equipment and materials from deterioration and

SPECIAL CONDITIONS

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damage. All work of whatever kind, which during its progress or before the final acceptance of the work as established by the Engineer's Certificate of Completion may have become damaged from any cause, shall be removed and replaced by good and satisfactory work, and at no additional cost to the Owner, both for labor and materials.

5. CHANGED CONDITIONS

- a. If, during the progress of the work, the Contractor or the Owner discovers that the actual sub-surface or latent physical conditions encountered at the site differ substantially or materially from those shown on the plans or indicated in the Contract Documents either the Contractor or the Owner may request an equitable adjustment in the Contract Price of the Contract applying to work affected by the differing site conditions. A request for such an adjustment shall be in writing and shall be delivered by the party making such claim to each other party as soon as possible after such conditions are discovered. Upon receipt of such a claim from a Contractor, or upon its own initiative, the Owner will make an investigation of such physical conditions, and, if they differ substantially or materially from those shown on the plan or indicated in the Contract Documents and are of such a nature as to cause an increase or decrease in the cost of performance of the work or a change in the construction methods required for the performance of the work which results in an increase or decrease in the cost of the work, the Owner will make an equitable adjustment in the Contract Price and the Contract will be modified in writing accordingly.
- b. Any adjustment in compensation and/or any adjustment in Contract time because of any changes resulting from one or more of the conditions described in the foregoing paragraph will be made in accordance with the provisions of ARTICLE VII - ALTERATIONS OF WORK contained within the General Conditions.

6. SUPERINTENDENCE, SKILLED LABOR, AND EMPLOYEES

- a. The Contractor shall employ qualified personnel for scheduling all materials and equipment to be used in the Project and for preparation of suitable working drawings. The Contractor shall employ a suitable superintendent and foremen to represent him at all the several parts of the work and they shall be present at all times while the work entrusted to them is in progress and shall be informed thoroughly regarding it. The foremen, workers, and others employed by the Contractor shall be skilled and experienced in the particular work which is given them to do.

7. PROTECTION OF UTILITIES

Location and depth of existing utilities are estimated and should not be relied upon by the Contractor. The Contractor shall check and verify the location of all existing utilities, both underground (by test pits or other approved means) and overhead before proceeding to begin the work or to order materials. Excavation, if any, shall be in accordance with Chapter 502 of the Acts of 1980 entitled, "An Act Further Regulating Excavation in Public Ways," which became effective in the Commonwealth of Massachusetts on

SPECIAL CONDITIONS

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October 12, 1980, including any amendments thereto, and all other statutes, by-laws, rules and regulations of any city, state or federal agency that may be applicable. Any damage to the existing utilities and any other costs arising out of said excavation or by reason thereof shall be the Contractor's sole responsibility.

8. FIRE PROTECTION

The Contractor shall take all necessary precautions to prevent fires adjacent to the work and its buildings and it shall prevent the spread of fires to areas outside the limits of the work. It shall provide adequate facilities for extinguishing fires.

9. USE OF PORTIONS BEFORE ENTIRE COMPLETION OF WORK

The Owner and its duly authorized representative may enter upon and use any portions of the work for the Owner's benefit before final completion of the whole work to be done under this Contract, without any claim by the Contractor for payment for said use, or for any damage for delay caused by such use.

10. MASSACHUSETTS SALES TAX EXEMPTION

Materials for use in the work under this Contract are exempt from the Massachusetts Sales Tax. The Tax Exemption number shall be provided.

11. ANTI-DISCRIMINATION CLAUSE

In connection with the performance of work under this Contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, color, religious creed, national origin, age or ancestry. The aforesaid provision shall include but not be limited to the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; conditions or privileges of employment; and selection for training, including apprenticeship. The Contractor agrees to post hereafter in conspicuous places available for employees and applicants for employment, notices to be provided by the Massachusetts Commission Against Discrimination setting forth the provisions of the fair employment practice law of the Commonwealth. The aforesaid provision shall be binding upon all subcontractors, except subcontractors for standard commercial supplies or raw materials.

12. MISPLACED MATERIALS

Should the Contractor during the progress of the work, lose, dump, sink, or misplace any material, plant, machinery, or appliance, which in the opinion of the Engineer or Owner is unsatisfactory, the Contractor shall recover and remove the same with the utmost dispatch. If such material must be removed by the Owner, the cost of such removal may be deducted from any money due the Contractor or may be recovered under its bond.

13. WAGE RATES

All construction work will be governed by the prevailing Minimum Wage Rates established for this project as determined by the commissioner of the Massachusetts Department of Labor and Industries pursuant to M.G.L.C. 149, Sections 26 and 27, as attached to this Section.

14. CONTRACT AND REFERENCE DRAWINGS

The work shall conform to contract drawings.

--- END OF SECTION ---

PREVAILING WAGE RATE SCHEDULE

SECTION 01 11 00
SUMMARY OF WORK

1. **GENERAL**

1.1 **WORK COVERED BY CONTRACT DOCUMENTS**

- A. The Works is located at 255 Commercial Street, Town Pier, in Wellfleet, MA. The scope of work includes but is not necessarily limited to the following:
- (a) Demolition and excavation as necessary and removal and disposal of excess or waste material
 - (b) Supply and installation of all materials, construction, and initial startup operations of a new fuel dispensing facility
 - (c) Modifications to site features and drainage and as required to accommodate the fuel dispensing facility
 - (d) Obtainment of all approvals and authorizations for the fuel dispensing facility with underground tanks. Compliance with all permit requirements.

1.2 **CONTRACT METHOD**

- A. Construct the Work as specified within the Bid Proposal and Contract Documents. All work detailed on the drawings and in these Technical Specifications shall be covered completely by the items submitted with the Tender. Individual lump sum items are all-inclusive and include all labour, equipment, and materials to complete each task. If a specific task is not identified separately in the Bid Form, the Contractor shall assume that it is included as part of another related listed item or items and shall base his amounts on this assumption.

1.3 **WORK SEQUENCE**

- A. Contractor shall schedule the works coordinating all tasks and elements. Coordinate access with Town.
- B. Substantial completion shall be May 1, 2023.
- C. Final completion shall be June 1, 2023.

1.4 **CONTRACTOR USE OF SITE**

- A. Ascertain boundaries of Site within which work must be confined and agree limits with Owner prior to starting any work.

Wellfleet MA – Replacement Fuel Dispensing Facility

- B. Provide containment to protect environmental resource areas as outlined in these Contract Documents and maintain in good order until all work is completed.
- C. Until Notice of Acceptance is issued, the Contractor has unrestricted use of Site subject to ensuring safe access is maintained to abutting properties and the other requirements of the Contract Documents.
- D. Contractor to maintain public use of public roadway, turn-about and parking during construction.
- E. Contractor to coordinate work with Town to allow continued use and access of the Pier, including all buildings and associated float systems.

1.5 DRAWINGS AND SPECIFICATIONS FURNISHED

- A. Contractor Responsibilities:
 - 1. Maintain at Site one complete set of up to date contract drawings and specifications. Make available to Engineer at any time.
 - 2. Maintain at Site one complete set of all submittals and make available to Engineer at any time.

1.6 SUPPLEMENTARY DRAWINGS

- A. Engineer may furnish supplementary drawings to assist proper execution of work. Such drawings will be issued for clarification only and will have same meaning and intent as if included with plans referred to in Contract Documents.

PART 2 - PRODUCTS (not applicable)

PART 3 - EXECUTION (not applicable)

MEASUREMENT AND PAYMENT

4.1 METHOD OF MEASUREMENT AND PAYMENT

- A. No separate measurement or payment shall be made for work in this Section. Measurement and Payment for this item shall be included within the work it is associated with.

*** END OF SECTION ***

SECTION 01 20 00
PRICE AND PAYMENT PROCEDURES

PART 1 GENERAL

1.1. SUMMARY

- A. This specification contains the requirements for measurement for payment of the Work and descriptions of the pay items.

1.2. PAYMENT TERMS

- A. Payment will not be made unless the proper supporting documentation has been submitted and approved by the Town.
- B. Payment includes full compensation for all required labor, products, tools, equipment, transportation, services, permits, surveys, supervision, testing, incidentals, erection, application, supply, or installation for completion of an item of the Work, including overhead and profit.
- C. Payment will not be made for any of the following:
 - 1. Products wasted or disposed of in a manner that is not acceptable.
 - 2. Products determined unacceptable before or after work.
 - 3. Products not completely unloaded from the transporting vehicle.
 - 4. Products placed or removed beyond the lines and levels of the required Work.
 - 5. Any rejected work.
 - 6. Loading, hauling, and disposing of rejected materials.
 - 7. Products remaining on hand after completion of Work.
 - 8. Additional Work undertaken to expedite Contractor's operations.
 - 9. Repair or replacement of property located within or adjacent to the Work area.
- D. Payment will be made for all Work actually performed during a particular payment period. Payments for lump sum items will be made based on the percent completion of the pay item, upon approval by the Town.

1.3. SUBMITTALS

- A. Submit a Town supplied Project Price Schedule with the Bid that has been signed by a company officer who is authorized to contractually bind the company.
- B. Submit monthly invoices in a format that is acceptable to the Town.

1.4. QUANTITY ESTIMATES

- A. For all unit price Work, the Contract price will include an amount equal to the sum of the unit price for each pay item times the estimated quantity of each item as indicated in the Project Price Schedule. The estimated quantities shown on the Project Bid Proposal are not guaranteed and are solely for the purpose of comparison of bids and determining an initial Contract price. Quantities and measurements supplied or placed in the Work in

accordance with the Specifications and Contract Drawings, and verified by the Town, will determine payment.

- B. The Town will verify the quantities and classifications of unit price Work invoiced by the Contractor. The Town will review their preliminary determination with the Contractor before rendering a decision on an application for payment.
- C. If the actual Work requires more or fewer units than the estimated units indicated on the Bid Proposal, provide the required units at the contracted unit price. Under no circumstances may the Contractor exceed estimated quantities without prior written approval from the Town in the form of a Change Order.
- D. The Town reserves the right to increase (via a Change Order) or decrease any pay item quantity, or to eliminate any pay item, as a result of the actual conditions encountered during the performance of the Work.

1.5. MEASUREMENT OF QUANTITIES

A. Measurement by Weight:

- 1. Weigh Scales: Certified in accordance with applicable laws and regulations for the state in which the scales are located. Certification must be within a period of not more than one year prior to the date of use.
- 2. The term “ton” will mean the short ton consisting of 2,000 pounds.
- 3. For shipments to off-Site disposal facilities, trucks will be weighed at the receiving facility for the purpose of measuring the quantity of Work for payment.

B. Measurement by Volume:

- 1. All volume will be measured as in-place and determined by survey.
- 2. For applications for progress payments (if made), retain the services of an independent surveyor that is licensed in the State of Massachusetts. To compute in-place volumes, use the surface comparison function in the surveying software program, or other methods acceptable to the Town.
- 3. Unless stipulated otherwise, all pay items that refer to being measured for payment by volume will be interpreted to mean in-place volume.

C. Measurement by Time:

- 1. Measure by the actual time, rounded to the nearest time unit, and verified by the Harbormaster.

- D. The Town reserves the right to reject measurements for progress payments provided by the Contractors licensed surveyor and have the units re-measured for payment at their own expense by a licensed surveyor under separate Contract to the Town.

1.6. ASSESSMENT OF NON-CONFORMING WORK

- A. Replace Work, or portions of the Work, that do not conform to the requirements of the Specifications and Contract Drawings, as assessed by the Town.
- B. If, in the opinion of the Town, it is not practical to remove and replace the non-conforming Work, the Town will direct one of the following remedies:

1. The non-conforming Work may remain, but the price will be adjusted to a new price at the discretion of the Town.
2. Partially repair non-conforming Work to the instructions of the Town, and the price will be adjusted to a new price at the discretion of the Town.
- C. The individual Specification sections specific to the Work in question may modify these options or may identify a specific formula or percentage price reduction.
- D. The authority of the Town representative to assess non-conforming Work, and identify payment adjustment, is final.

1.7. ELIMINATED ITEMS

- A. If any items contained in the Contract Drawings or Specifications are found unnecessary for the proper completion of the Work, the Town may, upon written order to the Contractor, eliminate such items from the Work, and such action will in no way invalidate the Contract.
- B. The Contractor will be paid for all Work performed and all documented costs incurred, including the mobilization of materials, prior to the elimination of such items.

1.8. MEASUREMENT AND PAYMENT OF BID ITEMS

- A. The Project Bid Proposal lists the pay items for the Work.
- B. At the direction of the Town, the Contractor may be asked to perform additional Work. The unit rate schedule included in the Contractor's proposal will be the basis for measurement and payment of equipment and labor for any additional Work. Include overhead and profit on the Contractor unit rate schedule for all additional Work.
- C. For all pay items, payment to the Contractor for completed Work will constitute full compensation for all labor, supervision, submittal preparation, materials, equipment, incidentals and all other costs necessary to complete the pertinent pay item.
- D. The following paragraphs specify measurement and payment of the pay items listed on the Project Bid Proposal:

Item 1 Mobilization

- A. Mobilization shall be measured by the Contract Price LUMP SUM and shall be measured once only for the entire Contract.
- B. Payment to complete Mobilization shall include, but is not limited to:
 1. Movement of personnel, equipment, and materials to the Site, if such movement is not included in any other bid item.
 2. Participating in preconstruction coordination meetings.
 3. Preparation, submittal, and revision (if required) of all pre-mobilization submittals described in Specification Section 01 33 00 - Submittal Procedures.
 4. Provide project management oversight.
 5. All office and field engineering and survey support, surveys, supervision, notifications, coordination, reports, and compliance.
 6. Participation in preconstruction and periodic project coordination meetings.

7. Preparation, submittals, and revisions (if required) of all submittals.
8. Implement the health and safety requirements specified in the Contract health and safety plan.
9. Install and maintain temporary facilities and controls unless specifically identified as being provided by Others.
10. Site preparation, erosion/stormwater controls, and project clean up.
11. Take any required correction action, as may be directed by the Town, to remediate conditions associated with a failure of the turbidity controls.
12. Demobilization of all personnel, equipment, and materials used to complete the work that is not already included in any other bid item.
13. Restoration of any features or structures that were removed or damaged during the performance of the Work.
14. Removal and lawful disposal of all environmental controls used during the performance of the Work.
15. All other costs for work or activities not included in another pay item, or specifically identified as being the responsibility of Others, not specifically identified but required to complete the work specified.
16. Mobilization will be paid Sixty Percent (60%) of the lump sum price upon completion of mobilization to the work site. The final forty percent (40%) will be paid only after the Contractor has received the written notice from the Town to proceed with final demobilization and has successfully demobilized to the satisfaction of the Town.

Item 2 Marine Refuel System

- A. MARINE REFUELING FACILITY shall be made by Unit Price LUMP SUM and shall include all contractor work for the full installation, required approvals and startup operation of the facility.
- B. Item to include but not be limited to:
 1. Multicompartment Underground Storage Tank with 14,000 GAL Capacity (split 4,000 GAL Diesel/10,000 GAL Gasoline). Town will consider other tank sizes based on availability.
 2. Fuel Dispensers
 3. Hose Reels
 4. Self Payment Devices
 5. Leak Detection
 6. Fuel Lines
 7. Concrete Islands
 8. Bollards
 9. Earthwork
 10. Concrete slab

Item 3 Municipal Fueling System

- A. MUNICIPAL FUELING SYSTEM shall be made by Unit Price LUMP SUM and shall include all contractor work for the full installation, required approvals and startup operation of the facility.
- B. Item to include but not be limited to:
 - 1. Positive Limiting Barrier
 - 2. Fuel Dispensers
 - 3. Hose Reels
 - 4. Self Payment Devices
 - 5. Fuel Lines
 - 6. Concrete Islands
 - 7. Bollards
 - 8. Earthwork

Item 4 Electrical

- A. Electrical shall be made by Unit Price LUMP SUM and shall include all contractor work for the full installation, required approvals and startup operation of the facility.
- B. Item to include but not be limited to:
 - 1. Upgrade existing 100 AMP service to 200 AMP service
 - 2. Upgrade breaker box
 - 3. Upgrade meter
 - 4. Data
 - 5. Wiring
 - 6. Conduits
 - 7. Hand Holes

Item 5 Bituminous Concrete Pavement

- A. Bituminous Concrete Pavement shall be made by Unit Price SQUARE FEET and shall include all contractor work for preparation, pavement, and associated incidental work Item to include but not be limited to:
 - 1. Saw Cutting
 - 2. Subgrade Preparation
 - 3. Pavement

PART 2 PRODUCTS

(Not Applicable)

PART 3 EXECUTION

(Not Applicable)

---END OF SECTION---

SECTION 01 30 00
ADMINISTRATIVE REQUIREMENTS

PART 1 GENERAL

1.1. SUMMARY

- A. This Section describes Project administrative requirements; the minimum level of coordination and meetings required to execute the Work and required pre-mobilization submittals.

1.2. ON-SITE CONSTRUCTION PERSONNEL

- A. The Contractor is to maintain a full-time on-Site Superintendent, who will be responsible for quality assurance, Contractor health and safety, and competent person(s) for the duration of the Work. The Superintendent will be responsible for the supervision and/or coordination of all Contractor employees, Subcontractors, manufacturers, fabricators, suppliers, distributors, installers, and testing agencies whose services, materials or equipment are required to ensure the completion of the Work. The Superintendent will have sufficient qualifications, experience, and authority to act as a single point of contact for the on-Site staff, and to make adjustments to the means and methods as needed and as requested by the Town.
- B. The Engineer will make periodic visits to the Site to observe the Work. The Engineer will not direct the Contractor with regard to their means and methods of construction but may identify areas of non-conformance with the Specifications that require redress by the Contractor.

1.3. MEETINGS

- A. Attend all Project meetings as deemed necessary by the Town during the term of the Contract.
- B. A pre-construction meeting will be held at the Site prior to the start of the Work. At a minimum, the Contractor's project manager and Superintendent for the Project will attend the meeting. It is recommended that the Contractor assemble input from primary Subcontractors prior to this meeting.
 - 1. This meeting is intended to make certain that the Work is properly scheduled, responsibilities are coordinated among Subcontractors and suppliers, and that those responsibilities are reflected on the Contractor submittals. Questions concerning any other aspect of the Project may also be addressed.
- C. Beginning with the mobilization to the Site, at a location designated by the Town, the Contractor will facilitate weekly on-site construction meetings among contractor, GEI, Harbormaster and Town Representative for the duration of the Work. Present a progress update at weekly construction meetings that includes tasks completed from the prior week, currently active tasks, and tasks/activities planned for the next two weeks along with an updated Project schedule. The format of the two-week look ahead must be submitted and approved prior to use.

- D. The standard day and time for the weekly construction meeting will be established based on mutual agreement between all regular participants.
- E. Individuals authorized to discuss and make decisions on behalf of the Contractor, relative to the meeting agenda, must participate in all weekly construction meetings.
- F. All expenses associated with attending the meetings, except those that are incurred by the Town, their representatives, or consultants, are to be borne by the Contractor.

1.4. REQUESTS FOR INFORMATION, CLARIFICATIONS, AND CHANGES

- A. All requests for Project information, clarifications, or changes in the requirements of the Contract Documents must be made in writing to the Town.
- B. Written requests must be provided regardless of any preceding conversations and preliminary decisions regarding the subject matter(s).
- C. At the discretion of the Town, e-mail communications may qualify as “requests made in writing” for the purposes of this provision.
- D. The Town will provide written responses to each request.
- E. The Town may also issue clarifications and/or amendments based on their own assessment of Project needs.
- F. Any potential increases or decreases in Contractor compensation due to amendments will be in accordance with the provisions of the Supplemental Conditions.
- G. If latent or unforeseen conditions require modifications to the Contract, the Contractor must propose changes in the Work by submitting a detailed request to include labor rates, equipment rates, material costs, etc. for a change to the Town.

1.5. RECORDS

- A. Maintain copies on-site of all Project correspondence and Project documents generated during the Work.

1.6. PRE-MOBILIZATION SUBMITTALS

- A. All submittals are subject to review and approval by the Town and/or the Engineer. Provide all submittals to the Town who will then forward them onto the appropriate party for review. Submittals will not be approved until the reviewing party has determined that they meet the minimum requirements of these specifications. Claims for lost time or requests for extensions based on rejected pre-mobilization submittals will be denied.
- B. Contractor Health and Safety Plan:
 - 1. Prepare and submit a site-specific Contractor Health and Safety Plan.
 - 2. Refer to Specification Section 01 35 00 for details on what must be included in the Contractor Health and Safety Plan.

C. Project Schedule:

1. Prepare a Critical Path Method (CPM) or bar chart project schedule and provide it to the Town at the first post-award meeting. Update and disseminate the schedule on a weekly basis.

D. Pre-Construction Condition Documentation:

1. Perform a pre-construction condition documentation of the site to 50 feet beyond the Project limits under the supervision of the Town.
 - a. Submit the findings of the pre-construction condition documentation to the Town prior to mobilization.
 - b. Include video/photographic documentation of the existing conditions of the Site and surrounding structures.
 - c. Claims determined to be resulting from pre-existing structural and/or cosmetic damage, not identified during the pre-construction survey, will be the sole responsibility of the Contractor to remedy to the satisfaction of the applicable owner(s).

E. Schedule of Permits:

1. Submit copies of all supplemental and/or recurring data required by the permits to the Town, as needed. Include documentation that the supplemental data was provided to the entity that issued the permit, according to the schedule required by the permit.
2. Submit copies of any Contractor obtained permits to the Town.

1.7. DAILY REPORT

A. Prepare a daily report summarizing the staff and equipment used and Work performed. The Contractor's internal documentation used for this purpose may fulfill this requirement, subject to approval by the Town. At a minimum, the daily report will include the following additional items:

1. Summary of work completed.
2. Summary of any safety related issues including a summary of the daily safety meeting and running total of safe hours worked.
3. Summary of equipment.
4. Summary of tests performed.

B. Submit the daily report to the Town by 10 AM of the next calendar day.

PART 2 PRODUCTS

(Not Applicable)

PART 3 EXECUTION

(Not Applicable)

---END OF SECTION---

SECTION 01 33 00
SUBMITTALS

PART 1 - GENERAL

1.1 SHOP DRAWINGS, MANUFACTURERS' SPECIFICATIONS AND INSTALLATION INSTRUCTIONS, SAMPLES, ETC.

- A. The Contractor shall review and approve all submittals prior to submittal to the Owner. Each submittal shall be numbered serially and marked with the approval of the Contractor.
1. The Contractor shall submit to the Owner for approval, electronic of all Shop Drawings as called for under the various headings of these specifications.
 2. Each submittal shall be numbered with the project name (abbreviated), specification section and submittal number in consecutive order (Ex NAME-013300-#). Where resubmission is required a letter shall be assigned to designate each resubmission (Ex NAME-013300-#A, NAME-013300-#B, etc.)
 3. The Contractor shall submit all Shop Drawings to the Owner in sufficient time for checking and processing. Shop Drawings shall be of sufficient clarity so that copies thereof will be legible.
 4. All Shop Drawings submitted by subcontractors for approval shall be sent directly to the Contractor for his approval. The Contractor shall be responsible for their submission to the Owner at the proper time so as to prevent delays in delivery of materials.
 5. All submissions shall be referenced properly to clearly indicate the location, service and function of each particular item and the specification paragraph under which it is being furnished.
 6. Submittals that are related to or affect each other shall be forwarded simultaneously as a package to facilitate coordinated review. Uncoordinated submittals will be rejected.
 7. The Owner reserves the right to require submittals in addition to those called for in individual sections.
 8. The term "Shop Drawings" includes drawings, diagrams, schematics, descriptive literature, illustrations, schedules, performance and test data,

calculations and similar materials furnished by Contractor to explain in detail specific portions of the work required by the Contract.

9. The Contractor shall stamp each sheet of each submission with a rubber stamp stating that he has examined and checked the submission as above, and shall date and sign each. Any submission, which, upon examination by the Owner, shows evidence of not having been thoroughly checked will be returned to the Contractor for completion of checking before it will be considered for review.
 10. All calculations shall be performed and stamped by a Professionally Licensed Engineer who is authorized to perform engineering design in the location of the proposed work unless directed otherwise. Calculations shall be organized, legible and provide clear indications of the checks being performed, the codes being followed and all assumptions being made.
 11. All details on Shop Drawings submitted for approval shall show clearly the relation of the various parts of the work, and where correct fabrication of the work depends upon field measurements; such measurements shall be made and shall be noted on the Shop Drawings before being submitted for approval.
- B. Approval by the Owner shall not relieve Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with requirements of this Contract, except with respect to variations described and approved in accordance with Paragraph C below.
- C. If shop drawings show variations from Contract requirements, Contractor shall describe such variations in writing, separate from the drawings, at time of submission. All such variation must be approved by the Owner.
- D. The Contractor shall distribute approved submittals to job site and record documents files and to suppliers and subcontractors as required.
- E. Samples required by the specifications shall be submitted after the award of the Contract to the Owner. No material for which samples are required shall be fabricated or delivered to the site for use until representative samples of same have been approved in writing by the Owner. Such samples shall be furnished and delivered by the Contractor without charge.
1. All color samples shall be reviewed and approved by the Owner prior to inclusion into the work.

2. Each sample shall be labeled to designate the material or product, the name of its producer, the name of the Contractor, and the name and number of the project; and each submission shall be accompanied by a certificate describing each sample submitted for approval, certifying that the material, equipment or accessory submitted complies with Contract requirements, and including the name and brand of product, the name and address of manufacturer, the name of the Contractor and the name of the project.
3. Approved samples, unless incorporated in the work or otherwise specified, shall be kept on file (and accessible for inspection by the Owner) until final acceptance of the project. If return on the samples is not requested within thirty (30) days after the acceptance of the project, they will be considered unclaimed material and disposed of by the Owner.
4. Such samples as may be required for check tests shall be furnished by the Contractor without extra charge. Check tests will be made on materials delivered for use only as frequently as the Owner considers necessary to ensure compliance of materials used with Contract requirements. The cost of testing materials, or equipment, or accessories to check for compliance with specification requirements shall be borne by the Contractor.

1.3 PROJECT RECORD DOCUMENTS

- A. Keep on file at job site one complete set of up-to-date Contract Documents, including drawings and specifications, addenda, all shop drawings and manufacturer's data, testing data, change orders, field orders and other modifications. Documents shall be neatly and securely stored in files or on racks, clearly indexed by trade activity or specification section, and shall not be used for construction purposes.
- B. Legibly mark significant field changes such as the following, using colored pencils or felt-tipped pens:
 1. Drawings:
 - a. Locations of concealed utilities whether existing or new
 - b. All current horizontal and vertical survey control points
 - c. Field changes including dimension, location and detail
 - d. Changes resulting from change order or field order
 - e. Details not on original drawings
 2. Specifications: manufacturer and model number of equipment actually installed.
 3. Shop Drawings and manufacturers' literature: changes made after the Owner's review.

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- C. At completion of work, deliver completed record documents to the Owner. Final payment for project will not be made until the Owner reviews and approves these documents.

PART 2 – PRODUCTS

(Not Applicable).

PART 3 - EXECUTION

(Not Applicable).

PART 4 - MEASUREMENT AND PAYMENT

4.1 METHOD OF MEASUREMENT AND PAYMENT

- A. No separate measurement or payment shall be made for the work in this Section. Measurement and Payment for this item shall be included within the work it is associated with.

*** END OF SECTION ***

SECTION 01 35 00
HEALTH AND SAFETY REQUIREMENTS

PART 1 GENERAL

1.1. SUMMARY

- A. The Work required under this section includes furnishing all labor, materials and equipment, and performing all operations required to conform to all Federal, State, and local health and safety requirements during the performance of the Work.

1.2. SUBMITTALS

- A. Prior to mobilization, submit the Contractor's Health and Safety Plan, and documentation of OSHA training as described in Section 3.1 – Work Qualifications of this Specification.

1.3. CONTRACTOR'S RESPONSIBILITY FOR HEALTH AND SAFETY

- A. Comply with any and all applicable state, federal, and local ordinances, laws and regulations.
- B. The Contractor is responsible for the Health and Safety their employees, its Subcontractors, suppliers, agents, inspectors, visitors, the general public, and any Others associated with, or interacting with Contractor who provides labor, goods, or other services on the Site.
- C. The Contractor is responsible for emergency response planning and notification and for actual response to all emergencies that may occur during the course of the Work, including emergencies that may occur when the Contractor is not present at the Site.
- D. Designate a Site Safety and Health Officer (SSHO).
- E. The SSHO shall enforce the health and safety requirements for all Contractor personnel on-Site at all times. The SSHO shall ensure that all Contractor personnel, Subcontractor personnel, and Contractor visitors follow the Contractor's site Health and Safety Plan (HASP), including wearing the designated level of Personal Protective Equipment (PPE). If the SSHO elects to require a higher level of protection, the extra costs associated with such higher level shall be borne by Contractor, unless such extra costs are approved in advance in writing by the Town.
- F. Prior to mobilization and continually through the duration of the Work, the SSHO shall inspect the Site and document area-specific and worker-specific protection requirements.
- G. After mobilization, the SSHO shall monitor Work activities and document the need for additional worker protection, as required, based on the Work being performed and action levels specified in the Contractor HASP.
- H. The SSHO shall verify that all activities are performed in accordance with the HASP and all federal, state, local, and Health and Safety standards, Laws and Regulations, and guidelines.
- I. In the event of a health or safety risk, as determined by the SSHO, other Contractor personnel, or by the Town, stop Work until a method for handling the risk has been determined and implemented. Report any health or safety risk resulting in a Work stoppage to the Town.

- J. The Contractor is responsible for implementing a behavior-based safety process and providing site training, observation, and feedback for Contractor personnel employed at the Site.

1.4. CONTRACTOR’S HEALTH AND SAFETY PLAN

- A. Prepare and submit a Site-specific Health and Safety Plan (HASP) to the Town prior to the start of the Work. Follow all applicable local, state, and federal Health and Safety standards, Laws and Regulations, and guidelines implemented through, but not limited to, the OSHA, NIOSH, ACGIH, and USEPA. Where these references are in conflict, follow the more stringent requirement. At a minimum, address the following topics in the Contractor HASP:
 - 1. Names of key personnel and alternates responsible for Health and Safety, including a Contractor Health and Safety Representative and SSHO.
 - 2. Documentation of employee and Subcontractor training and medical certifications required by 29 CFR 1910.120, as described in Part 3 of this Section.
 - 3. PPE to be used for each of the tasks and operations being conducted, as required by the PPE program in 29 CFR 1910.120, 29 CFR 1910 Subpart I, 29 CFR 1926.28, and 29 CFR 1926 Subpart EA list of Health and Safety and emergency equipment available on the Site.
 - 4. A description of engineering controls used to reduce the hazards of equipment operation.
 - 5. Heat stress program.
 - 6. Cold stress program.
 - 7. Lockout/Tagout procedures where the sudden start up or release of stored energy could cause injury to personnel.

1.5. NOTIFICATIONS

- A. Notify the Town as soon as practical, but no more than twenty-four hours, after any mishaps, including recordable accidents, incidents, and near misses, as well as, any report of injury, illness, or any property damage.
- B. Notify the Town of load handling equipment or rigging mishaps, as soon as practical but not more than 4 hours after mishap.
- C. The Contractor is responsible for obtaining appropriate medical and emergency assistance and for notifying fire, law enforcement, and regulatory agencies.
- D. Immediate reporting is required for electrical mishaps, to include Arc Flash; shock; uncontrolled release of hazardous energy (includes electrical and non-electrical); load handling equipment or rigging; fall from height (any level other than same surface); and underwater diving. These mishaps must be investigated in depth to identify all causes and to recommend hazard control measures.
- E. Immediately notify the Town of any hazard the Contractor discovers or observes on the Site, and the corrective measures planned or taken to eliminate or minimize the hazard. Within notification include Contractor name; contract title; type of contract; name of

location where accident occurred; date and time of accident; names of personnel injured; extent of property damage, if any; extent of injury, if known, and brief description of accident (for example, type of construction equipment used and PPE used). Preserve the conditions and evidence on the accident site until all possible Town investigations are conducted. Assist and cooperate fully with the Town investigation(s) of any mishap.

PART 2 PRODUCTS

2.1. EQUIPMENT AND FACILITIES

- A. Provide all equipment, temporary facilities, and controls required to perform the Work safely in accordance with all applicable laws and regulations and the Contractor's HASP.

2.2. PERSONAL PROTECTIVE EQUIPMENT

- A. The appropriate level of PPE is to be determined by the Contractor for the specific tasks as described in the Contractor's HASP. If hazards are identified that require a level of protection greater than Level D (defined in paragraph C below), Work shall be suspended, and the Town notified.
- B. Furnish and maintain materials and equipment for the health and safety of Contractor employees, Subcontractors, Suppliers, and visitor personnel. Provide all required first aid equipment, tools, monitoring equipment, PPE, and ancillary equipment required to comply with the Contractor's HASP.
- C. Level D protection will be required at all times for all personnel and visitors on the Site. Level D PPE consists of:
 - 1. Hard hat.
 - 2. Steel-toed boots.
 - 3. Safety glasses with permanent side shields.
 - 4. Work clothes (long pants, shirts with sleeves).
 - 5. Work gloves.
 - 6. Hearing protection (as needed to prevent exposure exceeding 85 dB level).
 - 7. High visibility reflective safety vests or U.S. Coast Guard approved Personal Flotation Devices for personnel working on or near the water.

PART 3 EXECUTION

3.1. WORKER QUALIFICATIONS

- A. Provide the following training to workers.
 - 1. Current cardiopulmonary resuscitation (CPR) and first aid certification for at least two workers assigned to Work on the Site.
 - 2. OSHA 10 Hour training course.
 - 3. For any worker who is assigned the role of a “competent person,” provide documentation of sufficient and relevant training and experience to perform the assigned duties and responsibilities of that role. As defined in 29 CFR 1926.31, the competent person shall be “one who is capable of identifying existing and predictable hazards, and who has authority to take prompt corrective measures to eliminate them.” Relevant training and experience shall be in the same type of Project activities included in the Work under this Contract.

3.2. WORK PLANNING AND MEETINGS

- A. Conduct a daily health and safety meeting, prior to beginning Work for that day, to address health and safety issues, changing conditions, activities, and personnel. All Contractor and Subcontractor employees working on the Site on that day must attend the meeting. Document all meetings and have attendees sign a form acknowledging their presence at the meeting. Include as part of the daily meeting, an evaluation of the Work to be conducted and the hazards associated with the work.
- B. Contractor personnel who are not in attendance for the daily Health and Safety must be briefed on the meeting notes prior to commencing any Work-related activities.
- C. Hold and document additional safety meetings at the start of each major task, and whenever site conditions change such that it could potentially affect worker safety.

3.3. MONITORING

- A. Perform heat exposure and cold exposure monitoring activities as required by weather conditions.

---END OF SECTION---

SECTION 01 41 00
REGULATORY REQUIREMENTS – PERMITS

PART 1 GENERAL

1.1. SUMMARY

- A. This Section establishes responsibility for obtaining Project permits between the Engineer, the Town, and the Contractor.

1.2. TOWN APPROVALS

- A. The Town has obtained the following Project permits. The Contractor will be required to comply with all regulatory requirements.
 - 1. 310 CMR 80.00
 - 2. Wetlands Protection Act Order of Conditions.

1.3. CONTRACTOR PERMITS

- A. Obtain the following Project permits/acceptances:
 - 1. Local construction permits/notifications, as needed.
 - 2. Permits required for transportation and disposal of material.
 - 3. State/Local Fire Marshall permits.
- B. This Section does not describe all permits required for performance of the Work. Any permits not identified in this Section, or elsewhere in the Contract Documents, are the responsibility of Contractor.
- C. Regardless of who is responsible for obtaining a permit, the Contractor is responsible for performing in accordance with the Supplemental Conditions of all permits.

1.4. COORDINATION/ASSISTANCE

- A. Provide all data, as may be requested, by the Town to support permit applications. When necessary, the Town may provide data summaries or other Project information in support of Contractor permit submittals.
- B. Any coordination and/or assistance between the Contractor and the Town or Engineer is provided in the interest of expediting the Project. The provision of coordination and/or assistance does not relieve the Contractor of their obligations to obtain, or abide by, a permit.

PART 2 PRODUCTS

(Not Applicable)

PART 3 EXECUTION

- A. Comply fully with all requirements and conditions of all Project Permits including performance of any miscellaneous work required to ensure full compliance and not otherwise covered by individual items in the contract.

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- B. Perform all other miscellaneous work obviously required to complete the project, but not covered by individual items in the contract.
- C. Obtain governing authorities written permission, when required to close or obstruct street, walks, or adjacent facilities. Provide alternate routes around closed or obstructed traffic ways, when required by governing authorities.
- D. Contractor shall perform all notifications as required within the regulatory permits and approvals.

---END OF SECTION---

SECTION 01 50 00
TEMPORARY FACILITIES AND CONTROLS

1 GENERAL

1.1 GENERAL DESCRIPTION

- A. Work under this section shall be to provide the temporary facilities and site controls throughout the construction phase and as required to perform the work specified within the contract documents including but not limited to:
- a. Site Security
 - b. Material Storage
 - c. Site Safety
 - d. Erosion Control and conformance to regulatory approvals and conditions
 - e. Signage as required

1.2 FACILITY REQUIREMENTS

A. Provide Site Security

- 1. Provide secure temporary closures to prevent unauthorized entry to the site including:
 - a. Temporary 6 foot minimum chain link fence
 - b. Locked gate
 - c. Signage indicating 24 hour emergency contact visible from outside the work area.
- 2. Furnish, install, and maintain a bulletin board, protected from the elements in a prominent location at the work site, accessible to all employees and workers at the site, on which data of concern to the employees will be posted.
- 3. Provide marked metal containers with tight-fitting covers for edible debris, enforce their use by employees. Provide on-site dump container for collection of waste material. Periodically remove and legally dispose of waste material off-site. Schedule cleaning operations so that dust and other contaminants resulting from cleaning will not fall on wet, newly-finished surfaces. Dispose of volatile wastes such as mineral spirits, oil or paint thinner in accordance with local and state regulations.

B. Provide for Material Storage

- 1. Temporary structures shall be constructed in a structurally-sound, weatherproof manner.

2. Confine storage of materials to within the Limit of Work and areas as may be designated.
 3. Provide temporary sheds or other covered facilities for storage of materials subject to weather damage. Number and size of structures shall be subject to Owner's approval. Locate structures to avoid interference with work and relocate as required by progress of work.
 4. Remove structures and surplus stored materials at completion of work.
- C. Maintain site, temporary structures, storage areas, temporary fencing, etc., in a neat and orderly manner.
 - D. Provide staging, hoists, temporary stairs, ladders, chutes, etc., as required, complying with applicable safety codes.
 - E. The Contractor, including all subcontractors, will not be permitted to display any descriptive signs indicating their company names and names of equipment of materials installed in the work beyond the specific requirements established with the contract documents.

1.3 FIELD LAYOUT

- A. Contractor shall maintain a level, rod and total station on job, and shall employ competent personnel for use thereof. The Owner shall have reasonable use of these instruments at all times.
- B. Project survey information has been located on drawings for Contractor's use. Contractor shall establish bench marks in at least two widely separated locations, and shall establish and maintain grades, lines, levels, and other dimensional reference guides as required. Annotate project record documents (specified in SECTION 01 33 00) to indicate all modifications of grades, utilities, etc.

1.4 EROSION CONTROL AND SITE DRAINAGE

- A. Prior to beginning work, Contractor shall review erosion and sedimentation control requirements as stipulated in the project regulatory approvals and shall coordinate activities to insure proper installation including meetings with regulatory agencies as may be stipulated within the regulatory approvals.
- B. Upon beginning site work, Contractor shall assume complete responsibility for Project Area site erosion and sedimentation control and drainage for duration of Contract, and shall maintain such erosion control measures in a manner which will cause no damage and/or erosion or sedimentation directly or indirectly into waterways or to adjacent areas.
- C. Maintain all erosion control barriers in good functional condition throughout the project. Erosion and sedimentation control measures shall be inspected weekly and after any major storm event.

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- D. Take all necessary measures to prevent vehicles leaving site from depositing mud on public ways. Clean up after and repair damage caused by trucks. Comply with applicable ordinances regarding noise control.
- E. Keep excavations, pits, trenches, and other construction areas free of water at all times. Provide hydraulic equipment to control surface and ground water. Pumping equipment shall be adequate to remove all hydrostatic pressure from structures until sufficient strength has been developed by the structure to protect work from displacement or other damage.
- F. Maintain ground water level (non-tidal) sufficiently below excavation level at all times to maintain stable working platform. Ground water shall be controlled so as to avoid adverse effects on established ground water elevation of adjacent sites.

1.5 SAFETY AND PROTECTION

- A. Comply with applicable safety regulations, including ANSI Series A10, Safety requirements for Construction and Demolition, and OSHA Part 1926, Construction Safety and Health Regulations. Provide barricades, fences and other protection measures as required.
- B. Minimize storage of flammable materials and ensure that such material is properly handled and stored. Provide fire extinguishers per code requirements and near locations of flammable products. Install prominent signs giving locations of fire alarms. Do not permit use of open fires or salamanders.
- C. Take all necessary precautions to ensure that finished or partially-completed work is properly braced and secured against wind, rain, snow and other adverse weather conditions.
- D. Remove snow and ice from roads, walks, work area, etc., which impedes access or drainage, or presents danger to workmen, public, or property.

1.6 WORK WITHIN NAVIGABLE WATERWAY – where applicable

- A. Should the Contractor, during the progress of the work lose, dump, throw overboard, sink or misplace any materials, plant, machinery, or appliance which in the opinion of the Owner may be dangerous to berthing vessels or obstruct navigation, the Contractor shall recover and remove the same with the utmost dispatch. Should the Contractor refuse, neglect or delay compliance with the above, such obstructions may be removed by the Owner, and the cost of such removal shall be deducted from money due the Contractor.

1.7 TEMPORARY UTILITIES

- A. Maintain strict supervision to enforce conformance with applicable standards and safe practices and prevent abuse of services. Obtain necessary permits, temporary easements, etc.
- B. Light and Power:
 - 1. Provide temporary light and power for construction needs, safety and security throughout construction period. Suitably protect temporary system by fused or circuit breakers. Panel boards, safety switches and electrical outlets shall be enclosed and grounded. Provide meters as required. Entire system shall comply with NEC requirements for temporary wiring.
 - 2. Make necessary arrangements with power company to install temporary service, including temporary poles and transformer.
- C. Heating and Ventilation:

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1. Provide temporary heat and ventilation as required to protect against dampness, cold and condensation; provide heat and humidity suitable for curing and installation of materials; provide ventilation adequate for work safety and fire protection. Temporary heaters shall be smokeless portable unit heaters acceptable to Underwriter' Laboratories, local fire department and the Owner.

D. Water and Sanitary Facilities:

1. Provide temporary water for construction purposes, sanitation, drinking, first aid, fire protection and cleaning. Furnish and install all connections, pipes, fittings, meters, etc., necessary for temporary service, and maintain same in good condition. Take necessary precautions to prevent waste of water.

2 PRODUCTS (Not Applicable).

3 EXECUTION (Not Applicable).

4 MEASUREMENT AND PAYMENT

4.1 METHOD OF MEASUREMENT AND PAYMENT

- A. No separate measurement or payment shall be made for the work in this Section. Measurement and Payment for this item shall be included within the work it is associated with.

*** END OF SECTION ***

SECTION 01 60 00
PRODUCTS AND STANDARDS

1. GENERAL

1.1 GENERAL DESCRIPTION

- A. Standards (ANSI, ASTM, Federal Specifications, etc.) referenced in specifications are latest edition as of date Contract Documents are issued for bidding. To the extent that more than one standard is referenced, the more stringent (in judgment of the Owner) shall govern. Where compliance with a standard is required, Contractor shall provide affidavit from subcontractor or manufacturer certifying compliance, if requested by the Owner.
- B. The latest addition of following Specifications, Standards and Codes shall be made a part of these specifications:
 - 1. Massachusetts Department of Public Works, Standard Specifications for Highways and Bridges.
 - 2. Massachusetts State Building Code
 - 3. Code of Massachusetts Regulations
 - 4. American Concrete Institute
 - 5. American Institute of Steel Construction
 - 6. American Welding Society
 - 7. Aluminum Association
 - 8. National Electric Code

1.2 ABBREVIATIONS

- A. Organizations and standards referenced in abbreviated form include the following:
 - AA Aluminum Association
 - AASHTO American Association of State Highway and Transportation Officials
 - ACI American Concrete Institute
 - AGC Associated General Contractors of America
 - AISC American Institute of Steel Construction
 - ANSI American National Standards Institute
 - ASTM American Society for Testing and Materials
 - AWPA American Wood Preservers' Association
 - AWS American Welding Society
 - CFR Code of Federal Regulations
 - CMR Code of Massachusetts Regulations
 - CMSCB Commonwealth of Massachusetts State Building Code
 - DEP Department of Environmental Protection
 - MHD Massachusetts Highway Department
 - MassDOT Massachusetts Department of Transportation
 - NEC National Electric Code
 - NEMA National Electrical Manufacturers Association
 - NFPA National Fire Protection Association

OSHA	Occupational Safety and Health Administration
SS	Standard Specifications for Highways and Bridges
UL	Underwriters' Laboratories
WWPA	Western Wood Products Association

1.3 SUBSTITUTIONS

- C. Products of a particular manufacturer are generally specified either on an "or equal" basis or with a list of acceptable alternative manufacturers. Contractor shall submit proposals to substitute products other than those specified in ample time before product is to be incorporated in Work, in order to allow for full investigation of proposal. Proposal shall be thoroughly documented with manufacturers' literature, shop drawings, and samples, as appropriate.
- D. Contractor warrants as part of his request that proposed substitution is comparable in size, operation, material and finish, to product specified. He shall be responsible for coordination of accepted substitution into Work and waives all claims for additional costs related to substitution which subsequently become apparent.
- E. The Owner retains absolute right of approval of any proposed substitution, and may reject same on any ground including function, operation, and appearance.

1.4 DELIVERY, STORAGE AND INSTALLATION

- F. Products shall be properly enclosed in containers, boxes, packages, etc., to prevent damage during transportation and handling. Deliver in original unopened containers with labels indicating brand names, model numbers, quality designations, fire-resistance rates, etc.
- G. Store materials delivered to site under cover, in locations secure from vandalism and theft, in full conformance with manufacturer's recommendations. Carefully protect stored materials from mechanical damage, dampness, and extremes of temperature.
- H. Products shall be installed, finished and cleaned in strict accordance with manufacturers' instructions, unless otherwise specified, by skilled workmen under adequate supervision. Foremen of installation crews shall have minimum of five years' experience installing that product.
- I. Protect installed products until substantial completion by appropriate means including plastic or canvas sheeting, kraft paper, masking tape, or wood barricades. Remove name plates and other identifying markings from exposed surfaces of manufactured items installed in finished spaces, if requested by the Owner.
- J. Materials shall be stored within the areas designated by the Owner.

2. PRODUCTS

(Not Applicable).

3. EXECUTION

(Not Applicable).

4. MEASUREMENT AND PAYMENT

4.1 METHOD OF MEASUREMENT AND PAYMENT

- A. No separate measurement or payment shall be made for work in this Section. Measurement and Payment for this item shall be included within the work item with which it is associated.

*** END OF SECTION ***

SECTION 01 71 00
SITE PREPARATION

1. GENERAL

1.1 RELATED DOCUMENTS

- A. Examine all Contract Documents and all other Sections of the Specifications for requirements therein affecting the work of this Section.

1.2 SUMMARY

- A. These site preparation requirements shall apply to all project work operations within this Contract.
- B. The work of this Section consists of providing all labor, equipment, materials, incidental work, and construction methods necessary to prepare the site, complete, as indicated on the Contract Documents, as specified, and as follows:
1. Mobilization(s) and demobilization(s) of all equipment, labor, materials, supervision, survey and any incidentals required to satisfactorily complete this project in accordance with these Specifications, the Contract Drawings and as directed by the Owner.
 2. Perform all other miscellaneous work obviously required to complete the project, but not covered by individual items in the Contract.
 3. Perform site work operations and the removal of debris and waste materials to assure minimum interference with navigation, streets, walks, parking facilities, buildings and all other adjacent facilities.
 4. Obtain governing authorities written permission, when required, to close or obstruct street, walks and adjacent facilities. Provide alternate routes around closed or obstructed traffic ways, when required by governing authorities.
 5. Obtain written permission from property owners to trespass and/or transgress their properties where an easement has not been granted.
 6. Control dust caused by the work. Dampen surfaces as required. Comply with pollution control regulations of governing authorities.
 7. If the Contractor, in the course of excavation, uncovers or otherwise encounters any artifacts, whether historic or prehistoric, he shall bring them to the immediate attention of the Owner, and stop all work in that vicinity of said artifacts until directed by the Owner.
 8. If the Contractor, in the course of excavation, uncovers or otherwise encounters any suspected hazardous or unidentified substances, he shall bring them to the immediate attention of the Owner, and stop all work in that vicinity of said until directed by the Owner.

1.3 RELATED WORK UNDER OTHER SECTIONS

- A. The following items of related work are specified and included in other Sections of the Specifications:
 - 1. Demolition under DEMOLITION, SECTION 02 40 00.

1.4 REFERENCES

- A. The following standards shall apply to the work of this Section.
 - 1. Commonwealth of Massachusetts Highway Department (MHD) Specifications - Standard Specifications for Highways and Bridges

1.5 SUBMITTALS

- A. Location and phasing plan of staging areas and schedule for moving staging equipment into those areas shall be submitted for Owner's approval prior to mobilization and related site preparation operations

1.6 PROTECTION

- A. Protect existing structures and facilities that are adjacent to the work area from damage caused by the project operations. Repair all damage caused to the satisfaction of the Owner at the sole expense of the Contractor.
- B. Do not interfere with use of adjacent buildings or facilities. Maintain free and safe passage to and from adjacent buildings and facilities or both and between them and the public way.
- C. Cease operations and notify Owner immediately if safety of adjacent structures, workers, or the general public appears to be endangered. Take precautions to properly support structures and protect workers and general public. Do not resume operations until safety is restored.
- D. The Contractor shall erect a fence around the limit of work areas as defined in the staging and phasing plan.

1.7 EXISTING SERVICES

- A. Arrange and pay for disconnecting and reinstallation of utility services as may be required. Notify the affected utility companies in advance as necessary and obtain approval before starting this work.
- B. Place markers to indicate location of disconnected services.

1.8 MAINTAINING TRAFFIC

- A. Do not close or obstruct roadways or other public access areas without authorization or permits.
- B. Conduct operations with minimum interference to public or private roadways. Coordinate with local and state officials, police, and emergency agencies regarding all operations on public roadways.

2. PRODUCTS

2.1 MATERIALS

- A. Materials shall be as selected by the Contractor and approved by the Owner, except as indicated on the Contract Drawings and/or in the Specifications.
- B. Construction Fence
 - 1. Unless otherwise specified on the Construction documents, Contractor shall provide chain link fencing around perimeter of work area and staging area to prevent public access and provide public safety.
 - 2. The Fence shall be a minimum of 6'high and constructed of galvanized steel chain link with posts at 8' on center. Fence shall be supported by concrete blocks to receive posts.

3. EXECUTION

3.1 PROTECTION OF EXISTING STRUCTURES AND UTILITIES

- A. Notify "Dig Safe" and local utilities and services as applicable prior to conducting any work in order to have all known utilities and services marked out before work begins.
- B. Existing structures and utilities shall be suitably protected from damage, including but not limited to existing pavements and curbs, lighting, fencing, concrete vault, manholes, and utility lines.

3.2 PROTECTION OF CONSTRUCTION SITE

- A. It is the Contractor's responsibility to secure the construction site, both for the protection of the ongoing work and the protection of the public. The location of construction fencing used for this purpose shall be approved by the Owner.

3.3 INSPECTION

- A. The Owner will assign inspectors and/or resident engineers to this project on either a full time or part time basis, as required to cover the work under this Contract, as justified by the Owner. The inspector or resident engineer shall be the Owner's representative for this project.
- B. The Owner must be notified at least 48 hours in advance of all material shipments in order make arrangements for the shipment to be inspected as they arrive to the site.
- C. All materials that are not suitable for placement on this project and/or have been rejected by the Owner's representative shall be removed from the site immediately; the cost of the removal of these materials shall be the responsibility of the Contractor.

- D. Unless otherwise agreed upon with the Owner, no work shall be done with materials that are partially or completely buried or hidden from view without the presence of the Owner’s representative. The Owner reserves the right to have all materials uncovered for inspection if placed without direct supervision, at the sole expense of the Contractor. No materials shall be paid for under this Contract that have not been examined and passed by the Owner’s representative, or for any reason are placed outside the prescribed limits of the work.
- E. The Owner shall be permitted at all times to check the lines, grades, elevations, reference marks, batter boards, etc. set by the Contractor. Any errors or discrepancies in these items discovered by checks shall be corrected by the Contractor. Such checks shall not be construed as to be an approval of the Contractor's work and shall not relieve or diminish in any way the responsibilities of the Contractor for the accurate and satisfactory completion of the entire work. The Contractor shall be available to assist the Owner with these checks as needed.

4. MEASUREMENT AND PAYMENT

4.1 METHOD OF MEASUREMENT

- A. Measurement of the work of this Section shall be by the Lump Sum.

4.2 METHOD OF PAYMENT

- A. Payment for the work of this Section shall be at the Contract Unit Price of Lump Sum. Compensation shall include payment for all mobilization, demobilization, other miscellaneous work obviously required to complete the project, but not covered by individual items in the Contract, labor, equipment, trucking, materials, survey, supervision and any incidentals necessary to complete the work of this Section per the Contract Documents and to the satisfaction of the Owner.

4.3 PAYMENT ITEMS

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT</u>
01 71 00-01	Mobilization	LS

*** END OF SECTION ***

SECTION 01 77 00
PROJECT CLOSEOUT

1. GENERAL

1.1 CLEANING

- A. Use cleaning materials as recommended by product manufacturers and appropriate specification sections. Employ experienced workmen or professional cleaners.
- B. Before inspection for substantial completion, do all necessary cleaning, including the following:
 - 1. Sweep and rinse with clear water exterior paved surfaces, rake clean other site surfaces.
 - 2. Refer to specification sections for additional requirements for particular surfaces.

1.2 SUBSTANTIAL COMPLETION AND FINAL INSPECTION

- A. Submit written certification that project, or designated portion of project, is substantially complete, and request, in writing, a final inspection. The Owner will make an inspection within 10 days of receipt of request.
- B. Should the Owner determine that the work is substantially complete, he will prepare a punch list of deficiencies that need to be corrected before final acceptance and issue a notice of substantial completion with the deficiencies noted.
- C. Should the Owner determine that the work is not substantially complete, he will immediately notify Contractor, in writing, stating reasons. After Contractor completes work, he shall re-submit certification and request for final inspection.

1.3 CLOSE-OUT SUBMITTALS

- A. Refer to EXECUTION portion of each specification section for closeout requirements, all of which shall be neatly wrapped or packaged in standard sizes and clearly labeled, including
 - 1. Operating and maintenance manuals;
 - 2. Instruction of Owner's personnel in maintenance and operation of systems
 - 3. Submission of certifications, test reports, etc.;
 - 4. Spare parts and maintenance materials,
- B. Completed project record documents specified in SUBMITTALS, SECTION 01 33 00.
- C. Certificate of insurance for products and completed operations.

- D. Typed list of major subcontractors and suppliers with addresses and telephone numbers.
- E. Submissions specified elsewhere in Contract Documents, including consent of surety to final payment; affidavit that all bills and indebtedness connected with the Work have been paid; and certification of payment from subcontractors and suppliers, or bond satisfactory to the Owner indemnifying the Owner against liens or other claims.

1.4 ACCEPTANCE OF THE WORK

- A. After all deficiencies have been corrected, a Letter of Final Acceptance will be issued. If only designated portions of the project have been inspected, a Letter of Partial Acceptance will be issued for that portion of the Work.
- B. Acceptance may be given prior to correction of deficiencies that do not preclude operation and use of the facility; however, final payment will be withheld until all deficiencies are corrected.
- C. Until receipt of Letter of Final Acceptance, Contractor shall be responsible for the work of this Contract.

1.5 POST-CONSTRUCTION INSPECTION

- A. Prior to expiration of one year from date of final acceptance, the Owner will inspect the project to determine whether corrective work is required. Contractor will be notified in writing of all deficiencies. In accordance with terms of the General Conditions, corrective work must start on noted deficiencies within 10 days of receipt of notification to Contractor.

2. PRODUCTS

(Not Applicable).

3. EXECUTION

(Not Applicable).

4. MEASUREMENT AND PAYMENT

4.1 METHOD OF MEASUREMENT AND PAYMENT

- A. No separate measurement or payment shall be made for work in this Section. Measurement and Payment for this item shall be included within the work it is associated with.

*** END OF SECTION ***

SECTION 02 40 00
DEMOLITION

1. GENERAL

1.1. DESCRIPTION

- A. Provide all labor, materials, equipment, and supervision necessary to complete the work specified in this Section.
- B. Scope of work includes, but is not limited to the removal and disposal of the following:
 - 1. Existing fuel (gas and diesel) tanks and all associated piping, hoses, wiring, and other material.
 - 2. Existing dispenser units (gas and diesel) and all associated piping, hoses, wiring, and other material.
 - 3. Concrete, asphalt and timber debris.
 - 4. Site accessories including signs, metal guard rails, and other materials not to be incorporated into the completed work.
 - 5. Unsuitable material found during excavations.
 - 6. Excess granular and stone material not incorporated into the work
 - 7. Electrical panel
 - 8. Miscellaneous hardware, steel angles, pieces of timber, concrete, rubble and other material which are encountered during the course of work which interferes with work specified to be done.

1.2. SUBMITTALS

- A. Contractor to provide certification that all materials disposed of has been done so in accordance with all municipal, state and federal regulations

2. PRODUCTS

2.1. MATERIALS

- A. No materials are to be supplied under this specification.

3. EXECUTION

- 3.1. Bidders shall examine the site and make their own estimates of the types and quantities of demolition, which will be required to fulfill the Contract requirements.
- 3.2. All materials removed during demolition designated for disposal shall become the property of the Contractor unless otherwise noted.
- 3.3. All materials removed during demolition, except that which is to be reused, shall be disposed of off the site in conformance with all municipal, state and federal regulations.

- 3.4. During demolition activities which are over or in water, the area of the demolition work will be enclosed with a floating boom approved by the Owner.
- 3.5. Contractor shall use extreme caution when demolishing structures. Damage caused to adjacent structures or a structure to remain which is caused by the Contractor shall be repaired by the Contractor as directed by the Owner at no additional cost to the Owner.

4. MEASUREMENT AND PAYMENT

4.1 METHOD OF MEASUREMENT AND PAYMENT

- A. No separate measurement or payment shall be made for work in this Section. Measurement and Payment for this item shall be included within the work it is associated with.

*** END OF SECTION ***

SECTION 03 00 00
REINFORCED CONCRETE

1. GENERAL

1.1. DESCRIPTION

- A. Provide all labor, materials, equipment and supervision necessary to complete work specified in this Section.
- B. Scope of work includes, but is not necessarily limited to, furnishing and installing the following:
 - 1. Cast-in-place concrete
 - a. Tank Surface Pad
 - b. Tank Deadman
 - c. Dispenser Islands
 - d. Self-Payment Equipment Islands
 - e. Positive Limiting Barrier
 - f. As otherwise shown on contract documents or as needed to complete the work
 - 2. Forms and falsework for forms
 - 3. Reinforcing steel including epoxy coated and associated accessories (Ties, Chairs, etc.) as required
 - 4. Grout for bedding and setting of anchor pins or dowels
 - 5. Cutting and patching
 - 6. Expansion and/or Control Joints

1.2. QUALITY ASSURANCE

- A. Except as noted, work shall conform to the latest edition of the following code specifications and standards:
 - 1. American Society for Testing and Materials (ASTM)
 - 2. American Concrete Institute (ACI):
 - a. "Building Code Requirements for Reinforced Concrete", ACI 318.
 - b. "Specifications for Structural Concrete for Buildings", ACI 301.
 - c. "Recommended Practice for Measuring, Mixing, and Placing Concrete", ACI 304.
 - d. "Recommended Practice for Cold (Hot) Weather Concreting", ACI 305 and ACI 306.
 - e. "Guide to Formwork for Concrete ", ACI 347.
 - 3. Concrete Reinforcing Steel Institute (CRSI):
 - a. Design of Reinforced Concrete Structures - "A Manual of Standard Practice".
 - b. "Placing Reinforcing Bars".
 - c. "Field Handling Techniques for Epoxy-Coated Reinforcing Bar"

1.3. SUBMITTALS

- A. Shop Drawings
 - 1. Reinforcing steel shop drawings

- a. Shall be of such detail and completeness that all fabrication and placement at the site can be accomplished without the use of Contract Drawings for reference.
 - b. Shall include number of pieces, sizes, and grade of reinforcing steel, accessories, and any other information required for fabrication and placement.
 - c. Shall show joint layout and design
2. Contractor shall check structural, and site drawings for anchor bolts, anchors, inserts, conduits, sleeves, and any other items which are required to be embedded in concrete, and shall make necessary provisions as required so that reinforcing steel will not interfere with the placement of such embedded items.
- B. Concrete mix designs.
- C. Grout /manufacturer/design mix
- D. Name and address of Independent Testing Laboratory for approval by Owner.

1.4. TESTING OF CONCRETE

- A. Quality Control
1. Test Specimens: The Contractor will be required to make, cure and have tested, a minimum of one set of six 4x8 test specimens from the concrete of each day's pour and for each fifty cubic yards of concrete cast in accordance with ASTM Designations C172, C31 and C39. One cylinder shall be broken after seven days, one after 14 days, three cylinders after 28 days, and one held.
 2. Slump: A slump test shall be made for each truckload of concrete in accordance with ASTM Designation C143. Slumps greater than design mix limit will be grounds for rejection of the concrete.
 3. Air Content: The Contractor shall make an air content test from each day's pour of concrete by the pressure method in accordance with ASTM Designation C231. Air contents above or below the limits specified will be grounds for rejection of the concrete.
 4. Testing: All personnel and laboratories testing concrete shall be licensed by the Commonwealth of Massachusetts.
 5. Test Failures: In the event the compressive strength of the cylinders, when tested, is below the specified minimum by more than 500 psi or exceeds by more than 10 percent, the Owner may require test cores of the hardened structure to be taken by the Testing Laboratory in accordance with ASTM C-42. If such test indicates that the core specimen is below the required strength, the concrete in question shall be removed and replaced without cost to the Owner. Any other work damaged as a result of this concrete removal shall be replaced with new materials to the satisfaction of the Owner at no additional cost to the Owner. The cost of coring will be deducted from the Contract amount. Where core cylinders have been taken by the Testing Laboratory and the concrete proves to be satisfactory, core holes shall be filled in a manner satisfactory to the Owner at no additional cost to the Owner.

- B. The Contractor shall coordinate the date and location of tests with the Owner before any concrete work is started.

1.5. **PRODUCT DELIVERY, STORAGE AND HANDLING**

- A. Reinforcing steel shall be transported to the site, stored, and covered in a manner which will ensure that no damage shall occur to it from moisture, dirt, grease, or any other cause that might impair bond to concrete or chip protective epoxy coating. A sufficient supply of approved reinforcing steel shall be stored on the site at all times to ensure that there will be no delay of the work. Identification of steel shall be maintained after bundles are broken.

2. **PRODUCTS**

2.1. **MATERIALS**

- A. Portland Cement: ASTM C 150, Type II of U.S. manufacture. Only one brand of cement shall be used on the project.
- B. Aggregates:
 - 1. Fine aggregate. ASTM C 33, clean and graded from 1/4 inch to fines.
 - 2. Coarse aggregate. ASTM C 33, clean and graded from 1/4 inch to maximum sizes hereinafter specified.
- C. Air Entraining Agent: Conforming to ASTM C 260 for Air-Entraining Admixtures for Concrete.
- D. Water Reducing Agent: Conforming to ASTM C 494 Type A for Chemical Admixtures for Concrete.
- E. Microsilica Admixture: Packaged in easily dispersing form.
- F. Water: Clean and potable free of impurities detrimental to concrete.
- G. Reinforcing Bars: New, deformed billet steel bars, conforming to ASTM A 615, Grade 60, with Epoxy-Coating conforming to ASTM A775/A775M.
- H. Accessories: Reinforcement accessories, consisting of spacers, chairs, ties, and similar items shall be provided as required for spacing, assembling, and supporting reinforcement in place. All accessories shall be dielectric coated steel or approved plastic accessories, conforming to the applicable requirements of the CRSI Standards herein before specified.
- I. Tie wire for reinforcement shall be 16 gauge or heavier dielectric coated steel or approved plastic accessories, conforming to the applicable requirements of ASTM A-82.
- J. Form Ties and Spreaders: Standard metal form clamp assemble and plastic cone, of type acting as spreaders and leaving no metal with 1 inch of concrete face. Inner tie rod shall be left in concrete when forms are removed. No wire ties or wood spreaders will be permitted. Use 1/2" x 1" C.T. plastic cones for sinkage.
- K. Form Coatings: Non-grain raining and non-staining type that will not leave residual matter on surface of concrete or adversely affect proper bonding of

subsequent application of other material applied to concrete surface, "Nox-Crete Form Coating" as manufactured by Nox-Crete Company, or approved equal. Coating containing mineral oils or the nondrying ingredients will not be permitted.

- L. Grout: A high-strength, non-shrink grout with saltwater resistance, such as Five Star Special Grout 120 or equivalent.

2.2. CONCRETE STRENGTHS AND PROPORTIONS

- A. Cast-in-place concrete shall have the following minimum compressive strength at 28 days and shall be proportioned within the following limits:

Class	Minimum Strength at 28 days	Maximum Size of Aggregate	Water Cement Ratio	Minimum Cement Content	Maximum Cement Replacement
A	5000 psi	3/4"	0.4	610 lbs/CY	Per ACI 318 Except Max slag 25%

- B. Air-Entrainment: The air content in all concrete shall be maintained at 5 to 7 percent.
- C. The exact proportions for the mix, including amounts admixture (if any), and water, shall be determined by the concrete supplier.
- D. The proportions of aggregate to cement for any concrete shall be such as to produce a mixture which will work readily into the corners and angles of the forms and around reinforcement with the method of placing employed on the work, but without permitting the materials to segregate or excess free water to collect on the surface.

3. EXECUTION

3.1. CAST-IN-PLACE CONCRETE

- A. Falsework for Forms
 - 1. The Contractor shall build and maintain necessary falsework for the forms.
- B. Construction of Forms
 - 1. Wood forms shall be constructed of sound material, shall be of the correct shape and dimensions, mortar tight, of sufficient strength, and so braced and tied together that the movement of men, equipment, materials, or placing and vibrating the concrete will not throw them out of line or position.
 - 2. Embedded Items
 - a. Provisions shall be made for pipes, sleeves, anchors, inserts, reglets, anchor slots, nailers, waterstops, and other features. No wood other than

necessary nailing blocks shall be embedded in concrete. Complete cooperation shall be extended to suppliers of embedded items in their installation. Secure information for embedded items from other trades as required. All embedded items shall be securely anchored in correct location and alignment prior to placing concrete.

3. Openings for Items Passing Through Concrete
 - a. Contractor shall establish exact locations, sizes, and other conditions required for openings and attachment of work specified under other sections. Contractor shall be held responsible for proper coordination of all work of this nature in order that there will be no unnecessary cutting and patching of concrete. Any cutting and repairing to concrete required as a result of failure to provide for such openings shall be paid for by the Contractor at no additional expense to the Owner.

C. Removing Forms and Falsework

1. Wood forms shall not be removed for at least 48 hours after concrete has been placed.
2. Forms shall not be removed until the concrete has attained sufficient strength to insure stability.

D. Reinforcing Steel

1. Reinforcing steel shall be placed in accordance with the drawings and approved shop drawings and the applicable requirements of the "Codes and Standards" herein before specified. Install reinforcement accurately and secured against movement, particularly under the weight of workmen and the placement of concrete.
2. Reinforcing Steel Supports: Bars shall be supported on approved plastic or dielectric-coated metal chairs or spacers, accurately placed and securely fastened to forms or steel reinforcement in place. Additional bars shall be supplied, whether specifically shown on the drawings or not, where necessary to securely fasten reinforcement in place. Support legs of accessories in forms without embedding in form surface. Spacing of chairs and accessories shall conform with CRSI's "Recommended Practice for Placing Bar Support". Hooping and stirrups shall be accurately spaced and wired to the reinforcement. No wood will be permitted inside forms. Lifting of welded wire fabric into proper position while concrete is being poured rather than supporting fabric on chairs will not be permitted.
3. Placing and Tying: All reinforcement shall be set in place, spaced, and rigidly and securely tied or wired with tie wire at all splices and at all crossing points and intersections in the positions shown, or as directed. Rebending of bars on the job to accommodate existing conditions will not be permitted without the written approval of the Owner. Point ends of wire ties away from forms.
4. Spacing: Minimum center to center distance between parallel bars shall be in accordance with the details on the drawings, or, where not shown, the

clear spacing shall be 2 times the bar diameter but in no case less than 1-1/2 inches or less than 1-1/2 times the maximum size aggregate.

5. Splices shall be in accordance with the following:
 - a. Maximum 50% of steel spliced occurring within lap length.
 - b. Top bars shall be 1.4 times values given in 3.D.5.c.
 - c. Splice lengths

#6 bars and smaller	30 bar diameter
#7	36 bar diameter
#8	40 bar diameter
6. Protective Concrete covering
 - a. Except where shown otherwise on drawings, the minimum concrete coverage for steel reinforcement shall conform with the applicable revisions of the "Codes and Standards" herein before specified.

E. Mixing of Concrete

1. All concrete shall be ready-mixed concrete and shall be mixed and delivered in accordance with the "Specification for Ready-Mixed Concrete", ASTM C-94. The batch plant of the concrete producer shall be certified for compliance with the standards established by the National Ready-Mixed Concrete Association.
2. In the event concrete is mixed at a central batching plant, the delivery shall be arranged so that intervals between batches are kept to a minimum, and in any event not more than thirty (30) minutes. Trucks shall be in first class condition and kept in constant rotation during delivery.
3. Concrete shall be placed within 90 minutes after cement has been mixed with aggregate and addition of water and admixtures.
4. No admixtures, except those mentioned in paragraph 2.1 shall be used. Calcium chloride will not be permitted.
5. Truck delivery slips of all concrete delivered to the job shall indicate the quantity and quality of concrete, additives, date and time of batching and delivery, and the location of placement. Delivery slips shall be forwarded to the Owner at the end of each week.

F. Cold Weather Requirements:

1. Concrete shall not be mixed or placed when the temperature is below 40 degrees F., or when conditions indicate that the temperature will fall below 40 degrees F. within 72 hours unless precautions are taken to protect the concrete.
2. Concrete temperature shall be maintained, when deposited, at not less than 60 degrees F. Reinforcement, forms, and ground which concrete will contact must be completely free of frost.
3. Concrete and formwork must be kept at a temperature of not less than 50 degrees F. for not less than 96 hours after placing.
4. Calcium chloride shall not be used.

G. Hot Weather Requirements:

1. The maximum temperature of the concrete, when deposited, shall be 85 degrees F. If the weather causes the placing temperature to exceed 85 degrees F., the mix shall be cooled by appropriate methods if approved by the Engineer.
2. No concrete shall be deposited when the air temperature is over 90 degrees F.

H. Conveying and Placing Concrete

1. Notification: Contractor shall notify Owner's Representative at least 48 hours in advance of any placement of concrete.
2. Form Preparation: Before placing concrete, forms shall be thoroughly inspected. All chips, dirt, etc., shall be removed, all temporary bracing and cleats taken out, all openings for pipes, etc., properly boxed, all forms properly secured in their correct position and made tight, all reinforcement, anchors, and embedded items secured in their proper places. Concrete which may be on the forms or reinforcement, and which is set and dry, shall be cleaned off, and the forms and steel washed off before proceeding. Remove all foreign matter from forms and excavations.
3. Excess Water: Water shall be removed from place of deposit before concrete is placed unless otherwise permitted by the Owner. Any flow of water into an excavation shall be diverted through proper side drains into a sump, or shall be removed by other approved methods which will avoid washing away the freshly deposited concrete.
4. Soil on which concrete will be poured shall be thoroughly wetted (except in freezing weather).
5. Anchors and Embedded Items: Anchors, bolts, sleeves, inserts, wood blocking, and any other items to be embedded in concrete shall be accurately secured in position before the concrete is placed. Aluminum shall not be embedded in concrete.
6. Handling and Depositing of Concrete
 - a. Before any concrete is placed, the Contractor shall notify all whose work is in any way connected with or influenced by the concrete work, and give them reasonable time to complete all portions of their work that must be completed before concrete is deposited.
 - b. Immediately before concrete is placed, the Contractor shall inspect all forms to be sure that they are in proper position, sufficiently rigid, thoroughly clean, properly oiled and free from foreign materials, and that all reinforcement is in proper position.
 - c. Concreting, once started, shall be carried on as a continuous operation until the section of approved size and shape is completed.
 - d. Concrete shall be conveyed as rapidly as practicable from the mixer to the place of final deposit by methods, which prevent the separation or loss of ingredients. It shall be deposited, as nearly as practicable, in its final position to avoid rehandling or flowing.

- e. Concrete shall not be dropped freely where reinforcement will cause segregation, nor shall it be dropped freely more than six (6) feet.
 - f. Concrete that has partially hardened shall not be deposited in the work.
7. Tremie Concrete
- a. Tremie concrete shall be placed from the bottom of the area to be filled to the top. At no time shall the concrete be allowed to be deposited through the water, only through the tremie pipe. The Contractor may modify the tremie mix proportions to facilitate placement with the Owner's approval.
 - b. Tubes and hoses shall be watertight, consisting of a tube constructed in sections with flange couplings fitted with gaskets or flexible hose, and the inside diameter shall be sufficiently large to permit a free flow of concrete.
 - c. For the tremie operations, the discharge end shall be closed at the start of the work to prevent water from entering the tube or hose and shall be kept entirely sealed at all times and the tremie tube or hose kept full during the depositing of the concrete. During placement of concrete, the tremie tube or hose shall be slightly raised, but not out of the concrete at the bottom.
8. Pumping
- a. Concrete may be placed by pumping if first approved in writing by the Owner for the location proposed.
 - b. Equipment for pumping shall be of such size and design as to ensure a practically continuous flow of concrete at the delivery end without separation of materials.
 - c. The concrete mix shall be designed to the same requirements as herein before specified and may be richer in lubricating components in order to allow proper pumping.
 - d. Concrete shall not be pumped through aluminum pipes.
 - e. All pumping operations must have full-time inspection by a recognized testing laboratory approved by the Owner and paid for by the Contractor. The cost of this full-time inspection shall be included in the Contractor's bid proposal if the option of pumping is elected.
9. Vibrating and Compacting
- a. All concrete shall be thoroughly consolidated and compacted by suitable means during the operation of placing, and shall be thoroughly worked around reinforcement, embedded items, and into the corners of the forms. All concrete against forms shall be thoroughly spaded. Internal vibrators shall be used under experienced supervision and shall be kept out of contact with reinforcement and wood forms. Vibrators shall not be used in a manner that forces mortar between individual form members.

- b. Vibrators shall be flexible electric type or approved compressed air type, adequately powered and capable of transmitting to the concrete not less than seven thousand (7,000) impulses per minute. Vibration shall be sufficiently intense to cause the concrete to flow or settle readily into place without separation of the ingredients. A sufficient number of vibrators shall be employed so that complete compaction is secured throughout the entire volume of each layer of concrete. At least one (1) vibrator shall be kept in readiness as a spare for emergency use.
 - c. Vibration shall be close to the forms but shall not be continued at one spot to the extent that large areas of grout are formed or the heavier aggregates are caused to settle. Care shall be taken not disturb concrete which has its initial set.
 - d. The responsibility for providing fully filled out, smooth, clean, and properly aligned surfaces free from objectionable pockets shall rest entirely with the Contractor.
- I. Construction Joints: Construction joints shall be located a maximum of 40 feet apart. If, for any reason, the Contractor feels a change is necessary, he shall prepare a placing plan and submit it to the Owner for approval. Where a joint is to be made, the surface of the concrete shall be sandblasted or thoroughly picked, thoroughly cleaned, and all laitance removed. In addition to the foregoing, joints shall be thoroughly wetted, but not saturated, and slushed with a coat of grout immediately before the placing of new concrete. Approved keys shall be used at all joints, unless detailed otherwise. Forms shall be retightened before placing of concrete is continued. There shall be an interval of at least 48 hours between adjacent pours.
- J. Expansion Joints: Expansion joints shall be located as shown on Contract Drawings. The joint shall include a joint filler, a bond breaker and joint sealant and installed as indicated on Contract Drawings.
- K. Patching: Immediately after stripping forms, patch minor defects, form-tie holes, honeycombed areas, etc., before concrete is thoroughly dry. Repair gravel pockets by cutting out to solid surface, form key, and thoroughly wet before placing patching mortar consisting of 1 part cement to 2 parts fine sand; compact into place and neatly finish. Honeycombed areas or gravel pockets which, in the Owner's opinion are too large and unsatisfactory for mortar patching as described above, shall be cut out to solid surface, keyed, and packed solids with matching concrete to produce firm bond and surface.
 - 1. The Contractor shall do the entire cutting as required by himself or other trades. All such work shall be of the minimum size required. No excessive cutting will be permitted, nor shall any structural members or reinforcement be cut.
 - 2. The Contractor shall do all patching after work by other trades has been installed, where required, using Portland Cement Mortar 1:2 mix.
- L. Protection and Curing

1. Protect concrete from injurious action of the elements and defacement of any nature during construction operations.
2. Keep concrete in a thoroughly moist condition from the time it is placed until it has cured, for at least (7) days.
3. Carefully protect exposed concrete corners from damage.
4. Allow no slabs to become dry at any time until curing operations are complete. In general, slabs shall be cured with non-staining curing paper, hosing or fog spray; vertical surfaces shall be curing with Burlene or fog spray or an approved curing compound. Protect fresh concrete from drying winds, rain, damage, or spoiling. Curing paper shall be lapped 4 inches minimum at joints and sealed with waterproof tape.

M. Concrete Finishes

1. Unexposed Surfaces
 - a. All unexposed surfaces shall have any form finish, at the Contractor's option.
2. Wearing Surface Finish
 - a. The wear surface shall receive a monolithic steel trowel finish. Surfaces shall be finished with a screed, float or steel trowel. Trowel shall be vigorously used at an angle under pressure by the finisher until troweling gives evidence of shine or gloss as required to make a smooth, hard, dense, impervious surface, free of defects. Finishers shall work from kneeboards laid flat upon the surface. Mechanical troweling machines may be used if the desired finish and level tolerances can be obtained by their use, but finishing shall be by hand troweling.
 - b. For sidewalks and where directed, finish surfaces by scoring in parallel lines with a fine hair stable broom, perpendicular to the direction of traffic or as indicated on the drawings.
3. Exposed Surfaces
 - a. Surfaces exposed to view shall be finished. Within 48 hours after the forms have been removed and form ties cut back from the face of the concrete, all voids and cavities shall be filled with a stiff mortar of the same composition and air-entrainment as the mortar in the original concrete mix. The same brand and color of cement, and the same kind and color of aggregate as was used in the original concrete mix shall be used in this mortar. The mortar for filling shall have been mixed and let set for 30 minutes and then remixed before placing in the work. The surface film of all such pointed surfaces shall be carefully removed before setting of the mortar occurs.
 - b. If the Owner determines these surfaces as prepared do not present a uniformly smooth, clean surface of even texture and appearance, the surface shall be treated and rubbed to obtain a satisfactory finish.

The Owner shall be the sole judge of the amount of rubbing which will be required.

- c. If rubbing is required, the rubbing will start within 48 hours of notification that the rubbing is required, the surface should be wetted with clean water and rubbed with a No. 16 carborundum brick or other abrasive of equal quality until even and smooth and of uniform appearance, without applying any cement or other coating. If additional finishing is necessary, it shall be obtained by a thorough rubbing with a No. 10 carborundum brick or other abrasive of equal quality. Subject to approval by the Owner, rubbing may be performed by use of satisfactory power equipment and tools, providing that the operational procedures shall be the same as those outlined above for hand rubbing.
- d. Rubbing will be kept to a minimum found necessary to produce smooth, even surfaces of uniform appearance. Rubbing will not be required to fill very small surface air bubble holes.
- e. Patches required for form ties, if carefully and properly done, may not necessitate rubbing. If however, the work is done in such a way that the patches are conspicuous, the entire exposed face on which they occur shall be rubbed.
- f. After the final rubbing is completed, and the mortar has set up, the surface shall be thoroughly drenched and kept wet with clean water for a period of five days, unless otherwise directed.
- g. No rubbing will be permitted when the air temperature is below 40 °F.

4. Addition of Material

- a. The addition of cement, sand, water, or mortar to any surface while finishing concrete is strictly prohibited.

N. Defective Work

1. The following concrete work shall be considered defective and may be ordered by the Owner to be removed and replaced at Contractor's expense:
 - a. Incorrectly formed.
 - b. Not plumb or level.
 - c. Not specified strength.
 - d. Containing rock pockets, voids, honeycomb, or cold joints.
 - e. Containing wood or foreign matter.
 - f. Otherwise not in accordance with the intent of the Drawings and Specifications.

3.2 PRECAST CONCRETE

- A. Use of Precast Concrete as shown on the Contract Drawings or recommended by the Tank manufacture is at the Contractors option. Cast-In-Place Concrete may be used as an alternative. All dimensions and reinforcing details shall remain the same as the Precast Concrete Option. If the Contractor chooses to use Cast in Place concrete instead of the Precast Concrete shown on the Contract Drawings, it shall be at no additional cost to the Owner.

- C. Contractor shall submit proposed lifting and handling means and methods to Engineer for approval prior to commencing work.
- D. If precast concrete is to be lifted or moved prior to 7-day cylinder strength test, additional cylinders shall be taken to prove required strength of concrete. Minimum strength shall be twice calculated stress on concrete or 1500psi, whichever is the greater.
- E. Contractor shall provide suitable temporary supports for the precast concrete adequately designed to take all dead and live construction loads.
- F. All precast shall be placed to correct line and level as shown on the drawings.

4. MEASUREMENT AND PAYMENT

4.1 METHOD OF MEASUREMENT AND PAYMENT

- A. No separate measurement or payment shall be made for work in this Section. Measurement and Payment for this item shall be included within the work item with which it is associated.

*** END OF SECTION ***

SECTION 26 00 00.00 20
BASIC ELECTRICAL MATERIALS AND METHODS

1. GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by the basic designation only.

ASTM INTERNATIONAL (ASTM)

ASTM D 709 (2001; R 2007) Laminated Thermosetting Materials

INSTITUTE OF ELECTRICAL AND ELECTRONICS ENGINEERS (IEEE)

IEEE 100 (2000; Archived) The Authoritative Dictionary of IEEE Standards Terms

IEEE C2 (2012) National Electrical Safety Code

NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION (NEMA)

NEMA 250 (2008) Enclosures for Electrical Equipment (1000 Volts Maximum)

NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)

NFPA 70 (2011; TIA 11-1; Errata 2011) National Electrical Code

1.2 RELATED REQUIREMENTS

This section applies and supplements all sections of Division 26 ELECTRICAL, of this project specification unless specified otherwise in the individual sections.

1.3 DEFINITIONS

- a. Unless otherwise specified or indicated, electrical and electronics terms used in these specifications, and on the drawings, shall be as defined in IEEE 100.
- b. The technical sections referred to herein are those specification sections that describe products, installation procedures, and equipment operations and that refer to this section for detailed description of submittal types.

1.4 ELECTRICAL CHARACTERISTICS

Electrical characteristics for this project shall be 200 AMP 240/120 volts secondary, single phase, three wire. Final connections to the power distribution system at the panelboard shall be made by the Contractor.

1.5 SUBMITTALS

Submittals required in other sections that refer to this section must conform to the following additional requirements as applicable.

Shop Drawings (SD-02)

Include wiring diagrams and installation details of equipment indicating proposed location, layout and arrangement, control panels, accessories, piping, ductwork, and other items that must be shown to ensure a coordinated installation. Wiring diagrams shall identify circuit terminals and indicate the internal wiring for each item of equipment and the interconnection between each item of equipment. Drawings shall indicate adequate clearance for operation, maintenance, and replacement of operating equipment devices.

Product Data (SD-03)

Submittal shall include performance and characteristic curves.

1.6 QUALITY ASSURANCE

1.6.1 Regulatory Requirements

In each of the publications referred to herein, consider the advisory provisions to be mandatory, as though the word, "shall" had been substituted for "should" wherever it appears. Interpret references in these publications to the "authority having jurisdiction," or words of similar meaning, to mean the Owner. Equipment, materials, installation, and workmanship shall be in accordance with the mandatory and advisory provisions of NFPA 70 unless more stringent requirements are specified or indicated.

1.6.2 Standard Products

Provide materials and equipment that are products of manufacturers regularly engaged in the production of such products which are of equal material, design and workmanship. Products shall have been in satisfactory commercial or industrial use for 2 years prior to bid opening. The 2-year period shall include applications of equipment and materials under similar circumstances and of similar size. The product shall have been on sale on the commercial market through advertisements, manufacturers' catalogs, or brochures during the 2-year period. Where two or more items of the same class of equipment are required, these items shall be

products of a single manufacturer; however, the component parts of the item need not be the products of the same manufacturer unless stated in the technical section.

1.6.2.1 Material and Equipment Manufacturing Date

Products manufactured more than 3 years prior to date of delivery to site shall not be used, unless specified otherwise.

1.7 WARRANTY

The equipment items shall be supported by service organizations which are reasonably convenient to the equipment installation in order to render satisfactory service to the equipment on a regular and emergency basis during the warranty period of the contract.

1.8 POSTED OPERATING INSTRUCTIONS

Provide for each system and principal item of equipment as specified in the technical sections for use by operation and maintenance personnel. The operating instructions shall include the following:

- a. Wiring diagrams, control diagrams, and control sequence for each principal system and item of equipment.
- b. Start up, proper adjustment, operating, lubrication, and shutdown procedures.
- c. Safety precautions.
- d. The procedure in the event of equipment failure.
- e. Other items of instruction as recommended by the manufacturer of each system or item of equipment.

Print or engrave operating instruction on weather-resistance material capable of being exposed to the weather or place in weatherproof enclosures. Operating instructions shall not fade when exposed to sunlight and shall be secured to prevent easy removal or peeling. Operating instructions shall be posted so as to be observed while operating the equipment.

1.9 MANUFACTURER'S NAMEPLATE

Each item of equipment shall have a nameplate bearing the manufacturer's name, address, model number, and serial number securely affixed in a conspicuous place; the nameplate of the distributing agent will not be acceptable.

1.10 FIELD FABRICATED NAMEPLATES

ASTM D 709. Provide laminated plastic nameplates for each equipment enclosure, relay, switch, and device; as specified in the technical sections or as indicated on the drawings. Each nameplate inscription shall identify the function and, when applicable, the position. Nameplates shall be melamine plastic, 0.125 inch thick, white with black center core. Surface shall be matte finish. Corners shall be square. Accurately align lettering and engrave into the core. Minimum size of nameplates shall be 1 inch by 2.5 inches. Lettering shall be a minimum of 0.25 inch high normal block style.

1.11 ELECTRICAL REQUIREMENTS

Electrical installations shall conform to IEEE C2, NFPA 70, and requirements specified herein.

1.12 INSTRUCTION TO DESIGNATED PERSONNEL

Where specified in the technical sections, furnish the services of competent instructors to give full instruction to designated personnel in the adjustment, operation, and maintenance of the specified systems and equipment, including pertinent safety requirements as required. Instructors shall be thoroughly familiar with all parts of the installation and shall be trained in operating theory as well as practical operation and maintenance work. Instruction shall be given during the first regular work week after the equipment or system has been accepted and turned over to the Owner for regular operation. The number of man-days (8 hours per day) of instruction furnished shall be as specified in the individual section.

2. PRODUCTS

2.1 FACTORY APPLIED FINISH

Electrical equipment shall have factory-applied painting systems which shall, as a minimum, meet the requirements of NEMA 250 corrosion-resistance test and the additional requirements specified in the technical sections.

3. EXECUTION

3.1 FIELD APPLIED PAINTING

Paint electrical equipment as required to match finish of adjacent surfaces or to meet the indicated or specified safety criteria. Painting shall be as specified in the section specifying the associated electrical equipment.

3.2 FIELD FABRICATED NAMEPLATE MOUNTING

Provide number, location, and letter designation of nameplates as indicated. Fasten nameplates to the device with a minimum of two sheet-metal screws or two rivets.

4. MEASUREMENT AND PAYMENT

Wellfleet MA – Replacement Fuel Dispensing Facility

4.1 METHOD OF MEASUREMENT AND PAYMENT

- A. No separate measurement or payment shall be made for work in this Section. Measurement and Payment for this item shall be included within Electrical.

END OF SECTION

SECTION 26 27 29
MARINA ELECTRICAL WORK

1. GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM INTERNATIONAL (ASTM)

ASTM B1	(2001; R 2007) Standard Specification for Hard-Drawn Copper Wire
ASTM B8	(2011) Standard Specification for Concentric-Lay-Stranded Copper Conductors, Hard, Medium-Hard, or Soft

NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION (NEMA)

NEMA ICS 6	(1993; R 2006) Enclosures
NEMA KS 1	(2001; R 2006) Enclosed and Miscellaneous Distribution Equipment Switches (600 V Maximum)
NEMA RN 1	(2005) Polyvinyl-Chloride (PVC) Externally Coated Galvanized Rigid Steel Conduit and Intermediate Metal Conduit
NEMA TC 2	(2003) Standard for Electrical Polyvinyl Chloride (PVC) Conduit
NEMA WD 1	(1999; R 2005; R 2010) Standard for General Color Requirements for Wiring Devices

NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)

NFPA 303	(2011) Fire Protection Standards for Marinas and Boatyards
NFPA 70	(2011; TIA 11-1; Errata 2011) National Electrical Code

UNDERWRITERS LABORATORIES (UL)

UL 467	(2007) Grounding and Bonding Equipment
UL 486A-486B	(2003; Reprint Feb 2010) Wire Connectors
UL 489	(2009; Reprint Jun 2011) Molded-Case Circuit Breakers, Molded-Case Switches, and Circuit-Breaker Enclosures
UL 498	(2001; Reprint Apr 2010) Attachment Plugs and Receptacles
UL 50	(2007) Enclosures for Electrical Equipment, Non-environmental Considerations
UL 510	(2005; Reprint Apr 2008) Polyvinyl Chloride, Polyethylene and Rubber Insulating Tape
UL 514B	(2004; Reprint Nov 2009) Conduit, Tubing and Cable Fittings
UL 514C	(1996; Reprint May 2011) Nonmetallic Outlet Boxes, Flush-Device Boxes, and Covers
UL 651	(2005; Reprint Mar 2010) Standard for Schedule 40 and 80 Rigid PVC Conduit and Fittings
UL 67	(2009; Reprint Sep 2010) Standard for Panelboards
UL 83	(2008) Thermoplastic-Insulated Wires and Cables
UL 869A	(2006) Reference Standard for Service Equipment
UL 886	(1994; Reprint Nov 2005) Standard for Outlet Boxes and Fittings for Use in Hazardous (Classified) Locations
UL 943	(2006; Reprint May 2010) Ground-Fault Circuit-Interrupters

1.2 RELATED REQUIREMENTS

Section 26 00 00.00 20 BASIC ELECTRICAL MATERIALS AND METHODS, applies to this section with additions and modifications specified herein.

1.3 SUBMITTALS

Approval is required for all submittals. The following shall be submitted in accordance with Section 01 33 00 SUBMITTAL PROCEDURES:

SD-02 Shop Drawings

Panelboards

SD-03 Product Data

Meter

Receptacles

Disconnect switches;

Conduit and fittings (each type)

Panelboards

Device plates

Wires and cables

Outlet boxes and covers

Splice and termination components

Cabinets, junction boxes, and pull boxes

Mounting straps

Conduit support

SD-06 Test Reports

600-volt wiring test

2. PRODUCTS

2.1 MATERIALS AND EQUIPMENT

Materials, equipment, and devices shall, as a minimum, meet requirements of UL where UL standards are established for those items, and requirements of NFPA 70 and NFPA 303.

2.2 CONDUIT AND FITTINGS

Rigid non-metallic conduit, Plastic-coated rigid steel and IMC conduit conforming to the following:

2.2.1 Rigid Nonmetallic Conduit

PVC Type EPC-80 and EPC-40 in accordance with NEMA TC 2.

2.2.2 Plastic-Coated Rigid Steel and IMC Conduit

NEMA RN 1, Type 40 40 mils thick.

2.2.3 Fittings for Metal Conduit and Flexible Metal Conduit

UL 514B. Ferrous fittings shall be cadmium or zinc coated in accordance with UL 514B.

2.2.3.1 Fittings for Rigid Metal Conduit and IMC Conduit

Threaded type. Split couplings unacceptable.

2.2.3.2 Fittings for Use in Hazardous Locations

UL 886.

2.2.4 Fittings for Rigid Nonmetallic Conduit

UL 514B and UL 651.

2.2.5 Expansion Joints

Provide conduit expansion joints having 6 inch expansion in each conduit run exceeding 250 feet. Provide expansion joints having 2 inch expansion in each conduit run of less than 250 feet.

2.3 OUTLET BOXES AND COVERS

UL 514C.

2.3.1 Outlet Boxes in Hazardous Locations

UL 886. Suitable for wet locations.

2.4 CABINETS, JUNCTION BOXES, AND PULL BOXES

Volume greater than 200 cubic inches, UL 50, NEMA 4X nonmetallic or stainless steel.

2.5 WIRES AND CABLES

Shall meet applicable requirements of NFPA 70 and UL for type of insulation, jacket, and conductor specified or indicated. Do not provide wires and cables manufactured more than 12 months prior to date of delivery to site.

2.5.1 Conductors

No. 8 AWG and larger diameter shall be stranded; No. 10 AWG and smaller shall be solid, except that conductors for remote control, alarm, and signal circuits, Classes 1, 2, and 3, shall be stranded. Conductors shall be copper. Conductor sizes and ampacities shown are based on copper.

2.5.1.1 Minimum Conductor Sizes

Minimum size for branch circuits shall be No. 12 AWG; for Class 1 remote-control and signal circuits, No. 14 AWG; for Class 2 low-energy, remote-control and signal circuits, No. 18 AWG; and for Class 3 low-energy, remote-control, alarm, and signal circuits, No. 22 AWG.

2.5.2 Color Coding

Provide for service, feeder, branch, control, and signaling circuit conductors. Color shall be green for grounding conductors and white for neutrals; except where neutrals of more than one system are installed in same raceway or box, other neutral shall be white with colored, except green, stripe. Color of ungrounded conductors in different voltage systems shall be as follows:

- a. 120/240 volt, single phase: red and black

2.5.3 Insulation

Unless otherwise required by NFPA 70, power and lighting wires shall be 600-volt, Type THWN, except that grounding wire may be Type TW; remote-control and signal circuits shall be Type TW, THW, or TF. Conductors shall conform to UL 83. Where lighting fixtures require 90-degree C conductors, provide only conductors with 90-degree C insulation or better.

2.5.4 Bonding Conductors

ASTM B1, solid bare copper wire for sizes No. 8 AWG and smaller diameter; ASTM B8, Class B, stranded bare copper wire for sizes No. 6 AWG and larger diameter.

2.5.5 Splice and Termination Components

UL 486A-486B, for wire connectors, and UL 510 for insulating tapes. Connectors for No. 10 AWG and smaller diameter wires shall be insulated, pressure type in accordance with UL 486A-486B, twist-on splicing connector. Provide solderless terminal lugs on stranded conductors.

2.5.5.1 Watertight Splice Box Connectors

Malleable iron with protective grounding sleeve for jacketed metal-clad cable, and designed for mounting on fiberglass splice boxes.

2.5.5.2 Watertight Pin Connectors

Connectors shall be rated 600 volts, and individual pins shall have ampere rating equal to or greater than the cable to which they are joined. Connectors shall be molded-to-cable, quick-disconnect, polarized type having full male shroud so that when male and female assemblies are joined the shroud shall provide a completely sealed connection. Connector material shall be neoprene resistant to oil, dust, acids, and sunlight and shall be watertight.

2.6 DEVICE PLATES

Provide UL listed, one-piece device plates for outlets to suit the devices installed. Plates shall be nylon or lexan, minimum 0.10 inch wall thickness. Plates shall be same color as receptacle with which they are mounted. Screws shall be stainless steel machine type with countersunk heads in color to match finish of plate. Use of sectional-type device plates will not be permitted. Plates shall be gasketed and UL listed for wet locations.

2.7 DISCONNECT SWITCHES

NEMA KS 1. Switches serving as motor-disconnect means shall be horsepower rated. Provide heavy duty-type switches where indicated and for double-throw switches. Provide switches in NEMA 4X nonmetallic or stainless steel enclosure in accordance with NEMA ICS 6.

2.8 RECEPTACLES

UL 498 and NEMA WD 1, heavy-duty, grounding type. Bodies shall be of ivory thermosetting plastic supported on a metal mounting strap. Provide screw type, side wired wiring terminals. Connect grounding pole to mounting strap.

2.8.1 Duplex Receptacles

Receptacles shall be 15 amperes, 125 volts, No. 5242.

2.8.2 Weatherproof Receptacles

Provide in nonmetallic box with gasketed, weatherproof, nonmetallic cover plate and gasketed cap over each receptacle opening. Provide caps with a spring-hinged flap. Provide UL listed receptacle for use in wet locations.

2.8.3 Ground-Fault Circuit Interrupter (GFCI) Receptacles

UL 943. Duplex type for mounting in standard outlet box. Device shall be capable of detecting current leak of 6 milliamperes or greater and tripping in accordance with UL 943 for Class A GFCI devices.

2.9 PANELBOARDS

UL 67 and UL 50 having a short-circuit current rating of 22,000 amperes symmetrical minimum. Panelboards for use as service disconnecting means shall additionally conform to UL 869A. Panelboards shall be circuit breaker equipped. Design shall be such that individual breakers can be removed without disturbing adjacent units or without loosening or removing supplemental insulation supplied as means of obtaining clearances as required by UL. Make provisions for future installation of breakers indicated by "space only. Directories shall indicate load served by each circuit in panelboard and main source of service to panelboard, such as Panel PA served from Panel MDP. Type directories and mount in holder behind transparent protective covering.

2.9.1 Panelboard Buses

Copper. Support bus bars on bases independent of circuit breakers. Design main buses and back pans so that breakers may be changed without machining, drilling, or tapping. Provide isolated neutral bus in each panel for connection of circuit neutral conductors. Provide separate ground bus identified as equipment grounding bus in accordance with UL 67 for connecting grounding conductors; bond to steel cabinet.

2.9.2 Circuit Breakers

UL 489 thermal magnetic type having a minimum short-circuit current rating equal to the short-circuit rating of the panelboard in which the circuit breaker will be mounted. Breaker terminals shall be UL listed as suitable for type of conductor provided. Plug-in circuit breakers and series rated circuit breakers are unacceptable.

2.9.2.1 Multipole Breakers

Provide common trip type with single operating handle. Breaker design shall be such that overload in one pole automatically causes all poles to open. Maintain phase sequence

throughout each panel so that any three adjacent breaker poles are connected to Phases A, B, and C respectively.

2.9.2.2 Circuit Breaker With GFCI

UL 943 and NFPA 70. Provide with push-to-test button, visible indication of tripped condition, and ability to detect and trip on current imbalance of 6 milliamperes or greater in accordance with UL 943 for Class A GFCI devices.

2.9.3 Panelboard Enclosure

NEMA 4X stainless steel. Hardware shall be stainless steel.

2.10 MOUNTING STRAPS

PVC coated steel, two-hole type designed for rigid steel conduit support. PVC coating shall be between 20 and 40 mil thickness.

2.11 GROUNDING AND BONDING EQUIPMENT

UL 467. Ground rods shall be copper-clad steel, with minimum diameter of 3/4 inch and minimum length of 10 feet.

2.12 HAZARDOUS LOCATIONS

Electrical materials, equipment, and devices for installation in hazardous locations shall be specifically approved by UL or Factory Mutual Research Corporation (FM) for particular class, division, and group of hazardous locations involved. Equipment shall be waterproof and suitable for marine environment.

2.13 NAMEPLATES

Provide nameplates in accordance with Section 26 00 00.00 20 BASIC ELECTRICAL MATERIALS AND METHODS.

3. EXECUTION

3.1 INSTALLATION

Electrical installations shall conform to requirements of NFPA 70 and to requirements specified herein.

3.1.1 Underground Service

Underground service conductors and associated conduit shall be continuous from service equipment to the power system connection.

3.1.2 Hazardous Locations

Perform work in hazardous locations, as defined by NFPA 70, in strict accordance with NFPA 70 for particular class, division, and group of hazardous locations involved. Provide conduit and cable seals where required by NFPA 70. Conduit shall have tapered threads.

3.1.3 Wiring Methods

Provide insulated conductors installed in rigid conduit, except where specifically indicated or specified otherwise or required by NFPA 70 to be installed otherwise. Grounding conductor shall be separate from electrical system neutral conductor. Provide insulated, green equipment grounding conductors for circuits installed in conduit and raceways. Minimum conduit size shall be 1/2 inch in diameter for low-voltage lighting and power circuits.

3.1.3.1 Plastic-Coated Galvanized Rigid Steel and IMC Conduit

Use only for service entrance conduit and as required by NFPA for hazardous locations.

3.1.3.2 PVC Schedule 40 and PVC Schedule 80

- a. Do not install PVC Schedule 40 in areas subject to physical damage.
- b. Do not install PVC Schedule 80 in areas subject to severe physical damage.
- c. Do not install in hazardous areas.

3.1.3.3 Underground Conduit Other Than Service Entrance

PVC, Type EPC-40, plastic-coated rigid steel, or plastic-coated steel IMC. Convert nonmetallic conduit, other than PVC Schedule 40 or 80, to plastic-coated rigid or IMC steel conduit before rising through above grade. Plastic coating shall extend minimum 6 inches above grade.

3.1.4 Conduit Installation

Run conduit underground in approximate locations as shown on drawings. Install conduit parallel with or at right angles to structural members.

3.1.4.1 Conduit Support

Support conduit by nonmetallic pipe straps, wall brackets, hangers, or trapeze. Fasten by stainless steel wood screws to wood and by concrete inserts or expansion bolts on concrete. Threaded C-clamps may be provided on rigid steel conduit only. Load applied to fasteners shall not exceed one-fourth proof test load.

3.1.4.2 Directional Changes in Conduit Runs

Make changes in direction of runs with symmetrical bends or molded fittings. Make field-made bends and offsets with conduit-bending machine suitable for type of conduit used. Do not install crushed or deformed conduits. Avoid trapped conduits. Prevent dirt or trash from lodging in conduits, boxes, fittings, and equipment during construction. Free clogged conduits of obstructions.

3.1.4.3 Expansion Joints

Install as recommended by the manufacturer for the temperature conditions at time of installation.

3.1.4.4 Pull Rope

Install in empty conduits in which wire is to be installed by others. Pull rope shall be plastic having minimum 200 pound tensile strength. Leave minimum 3 feet of slack at each end of pull rope. New conduit indicated as being unused or empty shall be provided with water tight plugs on each end.

3.1.4.5 Telephone and Signal System Conduits

Install in accordance with specified requirements for conduit and with additional requirement that no length of run shall exceed 150 feet for trade sizes 2 inches and smaller and shall not contain more than two 90 degree bends or equivalent. Provide pull or junction boxes where necessary to comply with these requirements. Inside radii of bends in conduits one inch trade size and larger shall be minimum five times nominal diameter. Terminate conduit in terminal cabinet with two locknuts and plastic bushing.

3.1.4.6 Locknuts and Bushings

Fasten conduits to sheet metal boxes and cabinets with two locknuts where required by NFPA 70, where insulated bushings are provided, and where bushings cannot be brought into firm contact with the box; otherwise, provide minimum single locknut and bushing. Locknuts shall have sharp edges for digging into wall of metal enclosures. Install bushings on ends of conduits, and provide insulating type where required by NFPA 70.

3.1.4.7 Stub-Ups

Provide conduits stubbed up through concrete structures for connection to freestanding equipment with adjustable top or coupling threaded inside for plugs, set flush with finished structure. Extend conductors to equipment in rigid conduit. Where no equipment connections are made, install screwdriver-operated threaded flush noncorroding plugs in conduit end.

3.1.4.8 Conduit and Cable Connections

Provide watertight connectors for conduit and cable connections to boxes and cabinets.

3.1.5 Boxes, Outlets, and Supports

Provide boxes in wiring or raceway systems wherever required for pulling of wires, making connections, and mounting of devices or fixtures. Boxes for metallic raceways shall be cast-metal, hub type, and when specifically indicated. Boxes in other locations shall be nonmetallic boxes provided with nonmetallic conduit system. Each box shall have volume required by NFPA 70 for number of conductors enclosed in a box. Provide gaskets for boxes. Provide separate boxes for flush or recessed fixtures when required by fixture terminal operating temperature. Fasten boxes and supports with wood screws on wood and with bolts and expansion shields on concrete. Support boxes directly from structure or by nonmetallic or stainless steel hangers. Where nonmetallic or stainless steel bar hangers are provided, attach bar to raceways on opposite sides of box, and support raceway with approved-type fastener maximum 24 inches from box. When penetrating reinforced concrete members, avoid cutting reinforcing steel.

3.1.5.1 Boxes

Boxes for use with raceway systems shall be minimum 1 1/2 inches deep, except where shallower boxes required by structural conditions are approved. Boxes shall be minimum 4 inches square, except that 4 by 2 inch boxes may be provided where only one raceway enters outlet. Telephone outlets shall be minimum of 4 inches square by 1 1/2 inches deep.

3.1.5.2 Pull Boxes

Construct of at least minimum size required by NFPA 70 compatible with nonmetallic raceway systems, except where cast-metal boxes are required in locations specified herein. Furnish boxes with screw-fastened covers. Where several feeders pass through common pull box, tag feeders to indicate clearly electrical characteristics, circuit number, and panel designation.

3.1.6 Mounting Heights

Mount disconnecting switches so maximum height of operating handle is 78 inches above finished structure. Mount receptacles a minimum of 18 inches above finished structure. In no case shall entire or part of panelboards, boxes, cabinets, receptacles, and other electrical

devices be mounted below the electrical datum plane as defined in NFPA 303. Measure mounting heights of wiring devices and outlets to center of device or outlet.

3.1.7 Conductor Identification

Provide within each enclosure where tap, splice, or termination is made. For conductor sizes No. 6 AWG and smaller diameter, color coding shall be by factory-applied, color-impregnated insulation. For conductor sizes No. 4 AWG and larger diameter, color coding shall be by plastic-coated, self-sticking markers; colored nylon cable ties and plates; or heat shrink-type sleeves. Identify control circuit terminations.

3.1.8 Splices

Make splices in accessible locations. Make splices in conductor sizes No. 10 AWG and smaller diameter with insulated, pressure-type connector. Make splices in conductor sizes No. 8 AWG and larger diameter with solderless connector, and cover with insulation material equivalent to conductor insulation.

3.1.9 Covers and Device Plates

Install gasketed plates with alignment tolerance of 1/16 inch.

3.1.10 Grounding and Bonding

NFPA 70. Ground-exposed, noncurrent-carrying metallic parts of electrical equipment, metallic raceway systems, grounding conductor in metallic and nonmetallic raceways, and neutral conductor of wiring systems.

3.1.11 Equipment Connections

Provide power wiring for the connection of motors and control equipment under this section. Except as otherwise noted or specified, automatic control wiring, control devices, and protective devices within the control circuitry are not included in this section, but shall be provided under the section specifying associated equipment.

3.2 REPAIR AND SERVICE OF EXISTING STRUCTURES AND EQUIPMENT

Perform repair of existing structures and equipment, demolition, and modification of existing electrical distribution systems as follows:

3.2.1 Workmanship

Lay out work in advance. Exercise care where cutting, channeling, chasing, or drilling of existing surfaces is necessary for proper installation, support, or anchorage of conduit,

raceways, or other electrical work. Repair damage to structure, piping, and equipment using skilled craftsmen of trades involved.

3.2.2 Existing Concealed Wiring to be Removed

Disconnect from its source. Remove conductors, cut exposed conduit flush with structure, and seal openings with material to match adjacent surfaces.

3.2.3 Existing Electrical Distribution System Removal

Include removal of equipment's associated wiring, including conductors, cables, exposed conduit, boxes, fittings, anchors, supports, and other such items, back to equipment's source or as indicated. Fill holes in structure where electrical equipment is removed with material to match adjacent surface. Provide unused openings in remaining boxes, fittings, and equipment with watertight nonmetallic knockout seals.

3.2.4 Continuation of Service

Maintain continuity of service to existing circuits of equipment to remain. Existing circuits of equipment shall remain energized. Circuits which are to remain but were disturbed during demolition shall have circuits wiring and power restored back to original condition.

3.3 FIELD QUALITY CONTROL

Furnish test equipment and personnel. Notify Owner 5 working days prior to each test.

3.3.1 Devices Subject to Manual Operation

Operate each device subject to manual operation at least five times, demonstrating satisfactory operation each time.

3.3.2 600-Volt Wiring Test

Test wiring rated 600 volts and less to verify that no short circuits or accidental grounds exist. Perform insulation resistance tests on wiring No. 6 AWG and larger diameter using instrument which applies voltage of approximately 500 volts to provide direct reading of resistance. Minimum resistance shall be 250,000 ohms.

4. MEASUREMENT AND PAYMENT

4.1 METHOD OF MEASUREMENT

- A. Measurement for ELECTRICAL shall be made by Unit Price LUMP SUM and shall include all contractor work for materials, preparation, installation, approvals, and associated work for electrical work for a fully functioning marina fuel system.

4.2 METHOD OF MEASUREMENT

- A. Payment for ELECTRICAL shall be by the Unit Price LUMP SUM. Compensation shall include payment for all mobilization, demobilization, other miscellaneous work obviously required to complete the project, but not covered by individual items in the Contract, labor, equipment, materials, survey, supervision and any incidentals necessary to complete the Electrical work and to the satisfaction of the Owner.

4.3 PAYMENT ITEMS

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT</u>
26 27 29-1	ELECTRICAL	LUMP SUM

END OF SECTION

SECTION 32 12 16
BITUMINOUS CONCRETE PAVEMENT
(HOT MIXED ASPHALT)

1 GENERAL

1.01 DESCRIPTION

- A. Provide all labor, materials, equipment, and supervision necessary to complete work specified in this Section.
- B. The scope of work of this Section consists of providing all labor, equipment, materials, incidental work, and construction methods necessary to furnish and install the following:
 - 1. Hot mix asphalt
 - 2. Hot mix asphalt patch
 - 3. Shim and Overlay hot mix asphalt
 - 4. Related items as indicated on the Contract Documents and as specified herein.
- C. Related work specified elsewhere:
 - 1. Removal of existing pavement under DEMOLITION, SECTION 02 40 00.
 - 2. Marine fueling system under MARINE REFUELING FACILITY, SECTION 33 10 00.

1.02 REFERENCES

- A. The following standards shall apply to the work of this Section.
 - 1. American Association of State Highway and Transportation Officials (AASHTO):
 - M 20 Penetration Graded Asphalt Cement
 - M 82 Cut-Back Asphalt (Medium Curing Type)
 - M 140 Emulsified Asphalt
 - 2. American Society for Testing and Materials (ASTM):
 - D 1557 Moisture-Density Relations of Soils and Soil Aggregate Mixtures Using 10-pounds Rammer and 18-in. drop
 - 3. Commonwealth of Massachusetts Department of Transportation (MassDOT):
 - Specifications Standard Specifications for Highways and Bridges.
 - 4. Federal Specifications (Fed. Spec.):

SS-S-1401 Sealing Compound, Hot Applied, for Concrete and Asphalt Pavements

1.03 SAMPLES AND SUBMITTALS

- A. At least 30 days prior to intended use, the Contractor shall provide job mix formula for all hot mix asphalt specified in this Section, listing quantities and pertinent ingredient properties for review and approval by the Owner's Representative. Do not order materials until Owner's Representative's approval of mix formula has been obtained. Delivered materials shall closely match the approved formula.
- B. Submit gradation of Dense Grade Crushed Stone.

1.04 QUALITY ASSURANCE

- A. Unless otherwise specified, work and materials for construction of the hot mixed asphalt shall conform to the applicable portions of the following:
 - 1. MHD Specifications Section 460 for Hot Mix Asphalt for Local Streets, Section 702 for Hot Mix Asphalt Sidewalks and Driveways, and Section 402 for Dense graded crushed stone for sub-base.
 - 2. MHD Specifications Section 472 for Temporary Asphalt Patching
- B. Paving work, base course installation, top course installation and the like, shall be done only after excavation and construction work which might damage them has been completed. Damage caused during construction shall be repaired before acceptance.
- C. Pavement subbase shall not be placed on a muddy or frozen subgrade. Pavement courses shall not be placed on frozen or contaminated base course or binder course.
- D. Existing pavement under state or local jurisdiction shall, if damaged during the course of this project, be repaired or replaced. Materials and construction shall match local or state paving standards and cross sections, whichever is most stringent.

1.05 TESTING AND INSPECTION

- A. The Owner reserves the right to retain an independent testing laboratory to perform inspection and testing of paving and associated work.

2 PRODUCTS

2.01 SUB-BASE COURSE

- A. Sub-base course shall be dense graded crushed stone meeting the requirements in MHD Specification Section M2.01.7.

2.02 Hot Mix Asphalt

- A. Hot Mix shall be a standard plant-mixed, hot-laid paving material for road work, consisting of clean, crushed rock aggregate, mineral filler, and asphalt conforming to the following:

- 1. MHD Specifications Section M3.11

- B. Hot Mix Asphalt pavement shall be furnished in accordance with MHD Specifications Section M3.

- 2. Surface Course – SUPERPAVE Surface Course 12.5
 - 3. Base Course – SUPERPAVE Base Course 25

2.03 HOT MIX ASPHALT PATCH

- A. Pavement courses of hot mix asphalt in patch area shall consist of two inch top course and two inch base course and tack coat, in conformance to specified requirements of Paragraph 2.02, HOT MIX ASPHALT, in this Section 32 12 16, BITUMINOUS CONCRETE PAVEMENT and with the MHD Specifications Section M3.11.

- B. Dense Graded crushed stone SUB-BASE material shall be MHD Specification Section M2.01.7. Compacted depth shall be a minimum of 4”.

2.04 BITUMINOUS MATERIALS

- A. Bituminous crack sealer shall be a hot-applied bituminous sealer conforming to Fed. Spec. SS-S-1401.

- B. Tack coat shall consist of asphalt emulsion, conforming to MHD Specifications M3.03.0.

3 EXECUTION

3.01 SAWCUTTING

- A. New hot mix asphalt pavement and existing bituminous concrete pavement shall meet with a stacked joint at the sawcut. After saw cutting, a depth equal to the top course of the new pavement shall be removed along a 12” width of the existing pavement as measured from the sawcut. The new top course pavement shall

extend across the sawcut line to meet the existing pavement surface.

3.02 GRADING

- A. Areas to be paved shall be proof-compacted with at least four coverages using a vibratory roller imparting an impact load of at least 10 tons or other approved equipment. Soft areas should be excavated and replaced with Processed Gravel for Subbase meeting the Specifications of Massachusetts Highway Department M1.03.1 or Dense-graded Crushed Stone meeting the Specifications of Massachusetts Highway Department M2.01.7.
- B. Fine grade, fill, and compaction of subgrade to receive paving, as required to form a firm, uniform, accurate, and unyielding subgrade at required elevations and to required lines.
- C. Existing subgrade material that will not readily compact as required shall be removed and replaced with satisfactory materials. Additional materials needed to bring subgrade to required line and grade and to replace unsuitable material removed shall be Processed Gravel for Subbase meeting the Specifications of Massachusetts Highway Department M1.03.1 or Dense-graded Crushed Stone meeting the Specifications of Massachusetts Highway Department M2.01.7.
- C. Subgrade of areas to be paved shall be proof-compacted as required to bring top 8 inches of material immediately below gravel sub-base course to a compaction of at least 95 percent of maximum density, as determined by ASTM D 1557, Method D. Subgrade compaction shall extend for a distance of at least 12 inches beyond pavement edge.
- D. Disposal of debris and other material excavated and/or stripped as specified, or in excess of requirements for completing work shall be legally disposed of off-site.

3.03 AGGREGATE SUB-BASE

- A. Aggregate SUB-BASE courses shall be compacted with at least four coverages of a vibratory roller imparting an impact load of at least 10 tons and be compacted to at least 95 percent of its maximum dry density determined in accordance with ASTM D1557 Method D. Loose lift thicknesses shall be a maximum of 9-inches thick, and water should be added to the SUB-BASE materials during compaction.

3.04 HOT MIX ASPHALT PAVING

- A. Hot mix asphalt paving mixture, equipment, methods of mixing and placing, and precautions to be observed as to weather, condition of base, and related requirements shall conform to the following:
 - 1. MHD Specifications Section 460 for Hot Mix Asphalt for Local Streets

- B. Bituminous base and surface courses shall each be applied individually, in single lifts of full thickness indicated on the Contract Documents.
- C. No mix shall be placed on wet or damp surfaces. No mix shall be placed when ambient temperatures are 40°F and falling.
- D. The temperature limitations of the hot mix asphalt mixture when delivered to the site shall conform to MHD Specifications Table 460.42-1
- E. The Owner's Representative may require the Contractor to remove and replace at this own expense any defective mix not conforming to the specified job mix formula.
 - 1. If, at any time before the final acceptance of the work, any soft, imperfect places or spots shall develop in the surface, all such places shall be removed and replaced with new materials and then compacted until the edges at which the new work connects with the old become invisible.
- F. Adjacent paving and curb work shall be protected from stain and damage during entire operation. Damaged and stained areas including curbs shall be replaced or repaired to equal their original condition.
- G. Existing paved surfaces to be resurfaced shall be cleaned of foreign and objectionable matter with blowers, power brooms, or hand brooms immediately before applying bituminous pavement. Cracks shall be cleaned and bituminous crack sealer applied to fully seal pavement.
- H. Application of Tack Coat: Areas to receive tack coat prior to paving operations shall be swept clean of loose materials, dirt or other extraneous materials. Application of tack coat shall be at a rate of 0.10 gallon per square yard. The following areas shall be treated:
 - 1. All cut edges of existing bituminous concrete pavement adjacent to placement of new paving.
 - 2. Existing bituminous concrete pavement to be resurfaced.
 - 3. Against all vertical structures.
 - 4. As a tack coat for all hot mix asphalt base courses that do not have the top course installed within a 24-hour period after placement of the base course.
- J. Deliveries shall be timed to permit spreading and rolling all material during daylight hours, unless artificial light, satisfactory to Owner's Representative, is

provided. Loads which have been wet by rain or otherwise will not be accepted. Hauling over freshly laid or rolled material will not be permitted.

K. Spreading and Finishing:

1. The equipment for spreading and finishing shall be mechanical, self-powered pavers, capable of spreading and finishing the mixture true to lines, grade, width and crown by means of fully automated controls for both longitudinal and transverse slope.
2. If, during construction, it is found that the spreading and finishing equipment in use leaves tracks or indented areas, or produces other permanent blemishes in the pavement, which are not satisfactorily corrected by the scheduled operations, the use of such equipment shall be discontinued and other satisfactory spreading and finishing equipment shall be provided by the Contractor.
3. The mixtures shall be placed and compacted only at such times as to permit the proper inspection and checking by the Owner's Representative.
4. The mixtures shall be placed only upon approved surfaces that are clean from foreign materials and dry; and when weather conditions are suitable.
5. The contact surfaces of curbing, manholes, catch basins or other appurtenant structures in pavement shall be painted thoroughly with a thin uniform coating of bitumen just before any mixture is placed against them. This requirement shall be included as work incidental to paving operations.
6. Machine Spreading: All mixtures shall be deposited in an approved mechanical spreader and immediately spread thereby, and then struck off in a uniform layer to the full width required and of such depth that each course, when compacted, shall have the required thickness and shall conform to the grade and cross section contour specified.
7. Hand Spreading: Spreading by hand methods will be permitted only for particular locations in the work which because of irregularity, inaccessibility or other unavoidable obstacles do not allow mechanical spreading and finishing.

- L. Placing and rolling of mixture shall be as nearly continuous as possible. Rolling shall begin as soon after placing as mixture will bear the operation without undue displacement. Delays in rolling freshly spread mixture will not be permitted. Rolling shall proceed longitudinally, starting at edge of newly placed material and proceeding toward previously rolled areas. Rolling overlap on successive strips shall be greater than or equal to 1/2 width of roller rear wheel. Alternate trips of

roller shall be of slightly different lengths. Corrections required in surface shall be made by removing or adding materials before rolling is completed. Skin patching of areas where rolling has been completed will not be permitted. Course shall be subjected to diagonal rolling, crossing lines of the first rolling while mixture is hot and in compactable condition. Displacement of mixture or other fault shall be corrected at once by use of rakes and application of fresh mixture or removal of mixture, as required. Rolling of each course shall be continued until roller marks are eliminated. Roller shall pass over unprotected edge of course only when paving is to be discontinued for sufficient time to permit mixture to become cold.

- M. In places not accessible to roller, mixture shall be compacted with hand tampers. Hand tampers shall weigh at least 50 pounds and shall have a tamping face less than or equal to 100 square inches. Mechanical tampers capable of equal compaction will be acceptable in areas in which they can be employed effectively.
- N. Compaction:
 - 1. After the paving mixture has been properly spread, compaction shall be obtained by the use of power rollers of approved design and weight per inch of roller. The rollers shall be steel wheeled supplemented with pneumatic-tired rollers where required.
 - 2. Along curbs, structures and all places not accessible with a roller, the mixture shall be thoroughly compacted with mechanical tamping devices. The surface of the mixture after compaction shall be smooth and true to the established line and grade.
 - 3. The densities of the completed pavement shall be not less than 95 percent of the density obtained from laboratory compaction of a mixture composed of the same materials in like proportions.
- O. Portions of pavement courses which become mixed with foreign material or are in any way defective shall be removed, replaced with fresh mixture, and compacted to density of surrounding areas. Bituminous material spilled outside lines of finished pavement shall be immediately and completely removed. Such material shall not be employed in the work.
- P. Joints shall present same texture, density, and smoothness as other sections of the course. Continuous bond shall be obtained between portions of existing and new pavements and between successive placements of new pavement. New material at joints shall be thick enough to allow for compaction when rolling. Compaction of pavement, base, and subgrade at joints shall be such that there is no yielding of new pavement relative to existing pavement when subjected to traffic.

- Q. Contact surfaces of previously constructed pavement (if greater than or equal to two days since base was placed), manholes, and similar structures shall be thoroughly cleaned and painted with a thin uniform coating of bitumen immediately before fresh mixture is placed. Tack coat shall be applied at rate which will leave bituminous residue of 5 to 7 gallons/100 yd.² after evaporation of vehicle. Base surface shall be dry and clean when tack coat is applied. Bituminous paving material shall not be placed until vehicle has completely evaporated from tack coat. Adjoining new paving shall be placed before tack coat has dried or dusted over.
- R. Earth or other approved material shall be placed along pavement edges in such quantity as will compact to thickness of course being constructed, allowing at least 12 inches of shoulder width to be rolled and compacted simultaneously with rolling and compacting surface. Pavement edge shall be trimmed neatly to line before placing earth or other approved material along edge.
- S. Variations in pitch of finished surface shall be less than or equal to the following tolerances when tested with a 10-foot straightedge, applied both parallel to and at right angles to centerline of paved area.
1. For roadway and parking pavement surface course - 1/4 inch in 10 feet
 2. At joint with existing pavement, and at other locations where an essentially flush transition is required, pavement elevation tolerance shall not exceed 0.01 feet.
 3. At other areas pavement elevation tolerance shall not exceed ± 0.05 feet.
 5. Irregularities exceeding these amounts, or which retain water on surface shall be corrected by removing defective work and replacing with new material, at no cost to the Owner.
 6. No vehicular traffic of any kind shall be allowed to pass over the newly finished surface until it has had time to set. Seventy-two hours will be considered sufficient time for the pavement to set in most cases, but this period may be extended by the Owner's Representative as required by weather or other reasons. Under all circumstances, damage to the pavement caused by the Contractor's or public vehicles driving over the pavement before the pavement has fully cured shall be repaired, at no cost to the Owner.

3.05 HOT MIX ASPHALT PATCH

- A. Permanent pavement patches shall be constructed in areas shown on the Contract Documents and as directed by the Owner's Representative.

- B. Saw cut existing bituminous concrete pavement edges at areas to receive patching. Width of pavement shall be cut to extend 2 feet wider than trench or in accordance to requirements of the Contract Documents.
- C. Compact trench backfill to 95 percent maximum density and as directed by Owner's Representative.
- D. Sub-base course be compacted to at least 95 percent of its maximum dry density determined in accordance with ASTM D1557 Method D. Loose lift thicknesses shall be a maximum of 9-inches thick, and water should be added to the Sub-base materials during compaction.
- E. All exposed pavement edges at patch areas shall be coated with tack coat just prior to paving operations. Remove all loose pavement, stones and debris from pavement edges prior to tack coating.
- F. Place and compact bituminous concrete base and surface courses as specified.

3.06 ADJUST RIMS TO GRADE

- A. Existing manholes, catch basins, gates and other utilities shall be adjusted to line and grade indicated on the Contract Documents, in accordance with MHD Specification 220.

3.07 ACCEPTANCE STANDARDS

- A. The following acceptance standards shall be applied to this Contract. Any portion of the hot mix asphalt paving that does not come up to these required acceptance standards shall be removed at the direction of the Owner's Representative. Saw cut pavement in clean line where necessary to correct defect, remove bituminous pavement and discard off site in a legal manner and replace with new hot mix asphalt pavement.
 - 1. Pavement surfaces shall be free of all cracking.
 - 2. Pavement surfaces shall not pond water.
 - 3. Pavement surfaces shall be free of visible high and low spots.
 - 4. Pavement shall show no graffiti. Pavement shall show no rubbed surfaces indicative of attempts to erase graffiti.
 - 5. Pavement shall be in conformance with the Contract Documents.

4 MEASUREMENT AND PAYMENT

4.1 METHOD OF MEASUREMENT

Wellfleet MA – Replacement Fuel Dispensing Facility

- A. Measurement for BITUMINOUS CONCRETE PAVEMENT shall be made by Unit Price Square Feet and shall include all contractor work for preparation, pavement, and associated incidental work.

4.2 METHOD OF MEASUREMENT

- A. Payment for BITUMINOUS CONCRETE PAVEMENT shall be by the Unit Price SF for pavement repairs, including all subgrade preparation, pavement, and associated incidental work.

4.3 PAYMENT ITEMS

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT</u>
32 12 16-1	BITUMINOUS CONCRETE PAVEMENT	SF

END OF SECTION

SECTION 33 10 00
MARINE REFUELING FACILITY

1 GENERAL

1.1 DESCRIPTION

- A. Provide all labor, materials, equipment, and supervision necessary to complete work specified in the Section.
- B. The work of this Section consists of obtaining required approvals and authorizations; providing all labor, equipment, control systems, materials, incidental work and construction for installation; and providing turn-key startup monitoring and operation services as necessary for installation/operation of a new Marine Refueling Facility for marine grade gasoline and diesel products.
- C. Work shall be as required for the full installation and completion of the refueling facility including all approvals and certifications for its operation. Specific items as indicated on the Contract Documents to include but not limited to the following:
 - 1. Obtainment of all regulatory approvals and certifications
 - 2. Removal of existing underground tanks, product lines, fuel dispensers, and other equipment.
 - 3. Initial contracting for system oversight and monitoring
 - 4. Double wall fiberglass multi-compartment petroleum storage tank
 - 5. Tank sumps and fill tubes
 - 6. Manways, anchor straps, and deadmen
 - 7. Hydrostatic Monitoring Accessories
 - 8. Liquid sensors
 - 9. Product lines and conduit sleeves
 - 10. Fuel Dispensers with product hoses and nozzles
 - 11. Hose reels
 - 12. All electrical power and monitoring wiring and controls
 - 13. Point of sale controls and software
- D. Related Work Under Other Sections Include:
 - 1. Demolition under DEMOLITION, SECTION 02 40 00
 - 2. Concrete under REINFORCED CONCRETE, SECTION 03 00 00
 - 3. Paving under BITUMINOUS PAVEMENT, SECTION 32 12 16

1.2 QUALITY ASSURANCE

- A. The following standards shall apply to the work of this Section.
 - 1. Commonwealth of Massachusetts State Building Code (CMSBC)
 - 2. Commonwealth of Massachusetts Department of Transportation (MassDOT) Specifications - Standard Specifications for Highways and Bridges
 - 3. Underwriters Laboratories Inc.

- a. Standard 1316, Glass-Fiber Reinforced Plastic Underground Storage Tanks for Petroleum Products, Alcohols, and Alcohol-Gasoline Mixtures.
4. National Fire Protection Association codes and standards:
 - a. NFPA 30 Flammable and Combustible Liquids Code
 - b. NFPA 30A Motor Fuel Dispensing Facilities and Repair Garages Code
 - c. NFPA 31 Installation of Oil-Burning Equipment Standard
5. Commonwealth of Massachusetts Regulations and Forms
 - a. Conformance with 310 CMR 80.00 MassDEP UST Program
 - b. 527 CMR 15.00 Keeping, Handling and Transportation of Flammable and Combustible Liquids, and the Disposition of Crude petroleum or any of its products in harbors or other Waters of the Commonwealth
 - c. 527 CMR 9.00 Tanks & Containers - Standards Required
 - d. 527 CMR 5.06 Inventory – Requirements for calculations
 - e. 310 CMR 80.1 Operator Training
 - f. FP-290 Final Installation Certification (527 CMR 9.00)
 - g. FP-289 UST Third Party Underground Storage Tank Inspection
6. Federal Regulations
 - a. 40 CFR 280 Technical Standards and Corrective Action Requirements for Owners and Operators of Underground storage Tanks
7. American Concrete Institute standard ACI 318, Building Code Requirements for Structural Concrete.
8. All other regulations required to be followed for the installation and operation of a marine refueling facility within the Commonwealth of Massachusetts.

1.3 SUBMITTALS

- A. Contractor qualifications and personnel certifications
- B. Contractor schedule and construction staging plan
- C. Construction excavation support systems including cofferdams stamped by a Professional Engineer.
- D. Contractor shall submit all manufacturer's product brochures, installation instructions and calibration charts.
- E. Facility operations and maintenance procedures for each element and all warranties. Information to be in 3-ring notebook, indexed and tabbed, and presented in a clear methodology to perform normal operational and maintenance tasks in a “check-off” format including daily, weekly and monthly tasks, emergency procedures and alarm responses, shut-down and restart procedures, etc. All procedures to be submitted in hard copy (min 3 copies) as well as pdf and WORD formats on CDs (min 3 copies) with approved covers indicating content.

- F. Provide copies of all approvals and authorizations for operation in compliance with federal, state and local requirements. Provide in organized binder, indexed and tabbed, with table of approval dates and timeline for critical submissions and renewal requirements. All information to be in 3-ring notebook submitted in hard copy (min 3 copies) as well as pdf and WORD formats on CDs (min 3 copies) with approved covers indicating content.
- G. Submission of As-Built plans of all equipment, piping and wiring in pdf and AutoCAD compatible format. As-Built plans shall be stamped by a professional engineer.
- H. Dewatering system for excavated materials and dewatering water settling and discharge system. All water shall be treated prior to discharge and adhere to MassDEP discharge regulations.

1.4 MATERIAL HANDLING AND STORAGE

- A. All materials and equipment shall be handled with care and stored in a weather protected enclosure to prevent damage where appropriate. All material and equipment handling shall be in conformance with manufacturer's procedures.
- B. Contractor is advised that material has not been tested. All material removed from site shall be tested and disposed of at a suitable disposal site.
- C. Damaged material and equipment will be rejected and replaced at no additional cost to the Owner.

1.5 CONTRACTOR AND MANUFACTURER QUALIFICATIONS

- A. Contractor shall be a company specializing in performing the work specified with minimum of five years documented recent experience.
- B. Project Manager and onsite Superintendent shall have a minimum of two years continuous recent experience installing this type refueling system and shall be certified by the manufacturer for the installation of their products.
- C. Equipment manufacturers shall have five years or more experience in the manufacturing the products specified in this section for the marine environment.

1.6 TRAINING

- A. Training in the use of all equipment will be provided by the manufacturer's representative.
- B. Access to manufacturer's support for equipment operation shall be readily available without cost for the first year of operation.

2 PRODUCTS

2.1 MATERIALS

- A. All material shall be new and suitable for the marine environment.
- B. All equipment and materials shall be standard within the industry with track record of successful wide use and superior performance within Massachusetts and New England.

C. Site Work

1. Provide Temporary construction and security fencing as required
2. Cofferdam (Steel Shoring) shall be temporary and shall be design and supplied by the contractor to meet the following requirements:
 - a. For removal of existing tanks and components.
 - b. For installation of the tank and components as required by the tank manufacturer.
 - c. Meets the requirements by OSHA for safety of personnel and site.
 - d. Excavation, tank removal, tank installation, and backfilling to be within the cofferdam and shall presume limited ability for dewatering of excavation can be achieved. Water level will be influence by the tide.
 - e. Placement of tank within cofferdam shall occur during a falling tide and provide time for dissipation of water and to prevent excess water from over topping cofferdam.
 - f. The shoring system shall be design by a licensed geotechnical engineer and shall provide stamped plans and calculations of the proposed system demonstrating the design conditions.

D. Double-Wall Fiberglass Underground Storage Tanks – Two Compartment

1. Shall be a two-compartment petroleum product underground storage tank with a split nominal total capacity of 14,000 gallons. The tank shall have a 4,000 gallon diesel storage and 10,000 gallon gasoline storage. The tank shall have a 30-year warranty.
2. Tanks shall be designed for storing products identified and shall be listed in the warranty;
3. Design Load Conditions
 - a. External hydrostatic pressure: Buried in ground with maximum 7 feet of overburden over the top of the tank, the excavation fully flooded and a safety factor of 5:1 against general buckling.
 - b. Surface Loads: When installed according to manufacturer's current installation instructions, tanks shall withstand surface HS-20 axle loads (32,000 lbs/axle).
 - c. Internal Load: Primary and secondary tanks shall withstand 5 psig (35 kPa) air pressure test with 5:1 safety factor.
 - d. Tank shall be designed to support accessory equipment when installed according to manufacturer's recommendations and limitations.
4. Product-Storage Requirements
 - a. All primary tanks must be vented. Tanks are designed for operation at atmospheric pressure only, except for use with vapor recovery systems at a pressure or vacuum not to exceed 1 psig (7 kPa).
 - b. Tanks shall be capable of storing liquids with specific gravity up to 1.1.
 - c. Tank shall be capable of storing the following products:

- i. Diesel fuel oils for oil burning equipment at temperatures not to exceed 150°F.
 - ii. Gasoline, kerosene, diesel motor fuel at ambient temperatures.
 - iii. Alcohol-gasoline blend motor fuels at ambient temperatures:
 - iv. Gasoline-ethanol blends with up to 100% ethanol.
 - v. Gasoline-methanol blends with up to 100% methanol.
 - vi. Oxygenated motor fuels at ambient temperatures with up to 20% (by volume) methyl tertiary butyl ether (MTBE), ethyl tertiary butyl ether (ETBE), di-isopropyl ether (DIPE), tertiary butyl alcohol (TBA), tertiary amyl methyl ether (TAME), or tertiary amyl ethyl ether (TAEF).
 - vii. Biodiesel-diesel blends with up to 100% biodiesel (B100 per ASTM) at ambient temperatures.
5. **Materials**
 - a. The tank shall be manufactured as a matrix of premium resin, glass fibers and silane-treated silica that together result in a composite providing improved corrosion protection.
 - b. The tank inner wall shall be fabricated against a mold to produce a non-air inhibited and high gloss laminate to provide a fully cured inner surface without the need of wax coats, a low coefficient of friction and a natural resistance to the build-up of algae or other contamination on the surface.
 - c. **Dimensional Requirements**
 - i. Nominal capacity of the tank shall be 14,000 gallons total.
 - Shall have two compartments with 4,000 gallon diesel storage and remainder shall be gasoline.
 - ii. Nominal outside diameter of the double wall tank shall be 10 feet or less.
6. **Monitoring Capabilities**
 - a. Double tanks shall have a interstitial “monitoring” space between the walls, filled with monitoring fluid, brine, to allow for the free flow and containment of leaked product from the primary tank. The monitoring space shall provide equal communication in all directions.
 - b. The following continuous monitoring conditions shall be compatible with the cavity between the inner and outer tanks:
 - i. Vacuum – 5 psig maximum
 - ii. Positive air pressure (5 psig maximum)
 - iii. External hydrostatic pressure – 7 feet maximum groundwater head pressure over tank top
 - c. Tank shall have an integrally mounted annular space reservoir installed on the tank for factory-installed monitoring fluid, brine, and continuous hydrostatic monitoring. The reservoir shall be constructed

of fiberglass reinforced plastic materials and be included in the tank warranty.

- d. The monitoring fitting for the monitoring space shall be a 4" NPT fitting.
- e. The monitoring system shall be capable of detecting a breach in the inner and outer tank under the following installed conditions:
 - i. When the primary tank is empty.
 - ii. When the primary tank is partially or completely full and the ground water table is below tank bottom.
 - iii. When the primary tank is partially or completely full and the tank is partially or completely submerged in groundwater.
- f. The leak detection performance of the monitoring system shall be tested and verified by a qualified independent consultant to detect leaks in the primary or secondary tank walls as small as 0.10 gallons per hour within one-month.
- g. The hydrostatic monitoring system shall be capable of a precision tank test that is listed by the National Work Group on Leak Detection Evaluations (NWGLDE) and be listed as a continuous interstitial monitoring method (liquid filled) by NWGLDE.
- h. If hydrostatically monitored, any brine solution used in the monitoring space shall be compatible with the tank and be of a contrasting color to the tank.

E. Accessories

- 1. Flanged Manways
 - a. The tank access manway shall be minimum 24" I.D. and will be furnished with UL listed gaskets and covers.
 - b. Piping sump shall be approximately 40-inch diameter.
 - c. Piping Sump shall have integral connection to tank and extend fully to the surface.
 - d. Number of manways shall be limited to two (2) and shall incorporate within it all venting, pump/discharge piping and tank monitoring systems as well as tank physical access.
 - e. Manway location shall be as determined by the manufacturer and shown on manufacturer's drawings.
 - f. Access risers shall be watertight installation and shall be fiberglass with sufficient length for tank installation depth to surface.
 - g. At grade cover shall be glass reinforced plastic (GRP) composite watertight cover with stainless steel bolts as manufactured by Fibrelite or equivalent. Rims shall be watertight and shall be constructed of aluminum or 304 stainless steel.
- 2. Fill Tubes - Fill tubes of appropriate design shall be supplied by contractor.
 - a. Fill tubes shall be as required by state and federal regulations with spill containment sump sized as required by regulations. Fill top shall be

industry standard for tanker fill hoses. Surface hatch shall be provided and watertight.

3. Hydrostatic Monitor Accessories
 - a. Brine monitoring fluid shall be used and shall be a colored calcium chloride solution.
 - b. Double float reservoir sensor supplied by manufacturer shall be designed for tank reservoirs. The components of the sensor shall be compatible with brine and provide two alarm points positioned 10" apart.
4. Secondary Containment Collar
 - a. Shall match tank collar and shall have UL label shall be affixed to collar.
 - b. The collar shall be fiberglass reinforced plastic, 42" in diameter and shall be factory-installed in accordance with drawings.
 - c. The collar shall include an internal adhesive channel.
 - d. The collar shall be included in the 30-year tank warranty.
5. Adhesive Kit (Kit AD)
 - a. UL Listed and alcohol compatible adhesive kit shall provide a watertight seal at the tank sump and containment collar joint to prevent the ingress of water or egress of fuel. The adhesive kit includes resin, catalyst, mixing stick, putty knife, sandpaper, grout bag, and installation instructions.
6. Tank Sumps
 - a. UL label shall be affixed to tank sump components.
 - b. Tank sumps & collars shall be listed by Underwriters Laboratories for petroleum fuels and all blends of alcohol (same as tank). Collar and sump shall be tested and listed as a complete sump system.
 - c. Tank sump components shall be constructed of fiberglass reinforced plastic. The tank sump shall be 42" in diameter and must mount to the secondary containment collar. Standard tank sump shall consist of an octagon or round shaped base, round body extension and watertight top.
 - d. A watertight lid shall be provided at the submersible and vapor end of the tank and provide a watertight seal for the sump enclosure with 12" of water above the lid and remain leak free.
7. Anchor Straps
 - a. Straps shall be supplied by the tank manufacturer.
 - b. Number and location of straps shall be as specified by manufacturer.
 - c. Each strap shall be constructed of material that is non-corrosive and/or not susceptible to deterioration and capable of withstanding a maximum load of 25,000 lbs. All hardware shall be hot dipped galvanized or 304 stainless steel.

8. Concrete and reinforcement steel shall be installed as specified under SECTION 03 00 00, REINFORCED CONCRETE.
 - a. Protective Limiting Barrier shall be installed around limits of municipal vehicle fueling pad.
 9. Fittings Threaded NPT
 - a. All threaded fittings shall be located on a manway cover or within 12" of the tank top center line. Fittings to be supplied with temporary thread protectors or threaded plugs.
 - b. All standard fittings shall be 4" diameter NPT half couplings.
 - c. Internal piping shall be terminated at least 4" from the tank bottom.
- F. Monitoring, Leak Detection and Utilities
1. System shall use a VEEDER-ROOT SYSTEM MODEL TLS-450.
 2. Monitoring System
 - a. Monitoring System – Veeder-Root TLS-450 with all associated elements for full operation, inventory monitoring and leak detection as required for normal operations and to maintain regulatory certifications.
 - b. Veeder support and training shall be provided
 3. Electrical & Data conduit and wire
 4. All conduits shall be watertight and meet electrical code
 5. Emergency Shutoffs - 3 locations as shown on plans and approved by Owner
 6. All power requirements for operation and monitoring
 7. Veeder-Root shall capable of and shall be connected to a 3rd party monitoring company approved by Town
- G. Point of Sale Equipment / Fuel Management System
1. Provide a fuel management system to allow 24-hour self-service fueling. The fuel management system shall include one credit card terminal to be located as shown on the Contract Drawings, and software that is web based and accessible from any computer or device with an internet or cellular connection. The system shall include the following features:
 - a. Fuel Terminal (i.e., credit card reader):
 - i. Operation: Configure the system as follows:
 - Prompt the operator to confirm that appropriate bonding is complete between the fueling system and the vehicle/vessel.
 - ii. Operating instructions: Provide clearly visible operating instructions. Instructions must have the ability to indicate the locations of the emergency shut-off devices.
 - iii. Processor: Intel Atom Processor with 4GB RAM and 120 GB Memory via SSD. Communications to Card networks and to fuel management software via either wired ethernet, Wi-Fi or cellular

- connectivity.
 - iv. Display – 7” full color display with 1000 nit brightness, anti-glare, anti-reflective coating and light sensor for dimming functionality in lower light conditions.
 - v. Card reader: Insert style fully encrypting card reader that creates a unique encryption key for each card swipe.
 - vi. Thermal receipt printer (60 mm) with option for low paper warning.
 - vii. Construction: Stainless Steel with powder coat finish.
 - viii. Keypad: Backlit, capacitive touch keypads.
 - ix. Dimensions: Terminal Width: 20 “, Depth: 9.5”, Height: 67”
 - x. Power requirements: 110 VAC, 60 Hz, 200 watts.
 - xi. Operating temperatures: Negative 40 to 130 degrees F.
 - xii. Hose controls: Up to 8 hose control points with the ability to expand to 64.
 - xiii. Pulser compatibility: 1:1 to 1000:1.
 - xiv. Pump control relays: Include as required.
 - xv. Encryption of card data: The system shall fully encrypt bank card track data upon swipe utilizing 3DES and DUKPT encryption. This card data shall not be stored on the self-serve device during normal operation in order to prevent against any breach or compromise of card holder data.
 - xvi. In the event that communications are lost, transaction data may be temporarily stored until connection is restored, at which point all transactions will push to the cloud based application and then to the card processor.
 - xvii. Manufacturer: QT Petroleum on Demand (QT POD), model M4000 Pro or approved equal.
- b. High Visibility Display:
- i. Construction: Aluminum case with powder coated finish.
 - ii. Dimensions: 20” high x 16” wide x 4” deep.
 - iii. Operating temperatures: Negative 30 to 130 degrees F.
 - iv. Display: Solid state 2.3” bright red bar segment LED digits.
 - v. Mounting location: Top of dispensing cabinet.
 - vi. Manufacturer: QT Petroleum on Demand (QT POD), model MultiDisplay™ or approved equal.
- c. Fuel Management Software:
- i. Provide a subscription based, fuel management web application that is accessible from any computer or device with an internet or cellular connection to set prices, manage private accounts, perform unit configuration, monitor inventory and view transaction data,
 - ii. At a minimum, the software shall be capable of the following tasks:
 - a. Account management
 - b. Invoicing

- c. Basic discounting
 - d. Fuel type blocking
 - e. Access schedules
 - f. Remote retrieve sales
 - g. Purchases
 - h. Sales activity
 - i. Sales summary
 - j. Transaction detail log
 - iii. Manufacturer: QT Petroleum on Demand (QT POD), model Siteminder or approved equal.
- H. Conduit / Sleeves
- 1. All electrical and data conduit shall be watertight and shall be compliant. Connections to manways shall be fully sealed and watertight.
 - 2. All sleeves for product lines shall be flexible, non-metallic, and fully sealed at manway and dispenser sumps. Sleeves for product lines shall be minimum of 4-inch diameter.
 - 3. All sleeves for vents shall be rigid, non-metallic, and fully sealed at manway and dispenser sumps. Sleeves for product lines shall be minimum of 4-inch diameter.
- I. Product Handling Equipment
- 1. Dispenser for Gas/Diesel products shall be a dual hose, dual product retail dispenser and shall be a Commander Fleet Dispenser CMDR2200**G as manufactured by Pump Measure Control, Inc or equal with the following:
 - a. Retail Dispenser with gallons and money with price per gallon
 - b. Brushed stainless steel cabinet
 - c. 20 gallon a minute delivery rate
 - 2. Submersible Pumps
 - a. Shall be Red Jacket, F.E.Petro or equal
 - b. Shall be sized to provide constant high flow to dockside service.
 - c. Minimum 1-1/2 hp submersible.
 - d. Delivery Flows to be greater than 25 gpm.
 - 3. Impact valve shall be installed at base of dispenser at grade.
 - 4. Hoses shall be Goodyear 1-inch diameter Conventional Hose Flexsteel M x M or equivalent and shall include:
 - a. Hose whips at dispensers
 - b. 50 feet at each dispenser
 - c. 50 feet at each hose reel
 - d. 10 foot length at nozzle at each dispenser
 - 5. Hose Reels
 - 6. Hose reel shall be HR8/9 External Hose Reel as manufactured by Pump Measure Control, Inc or equal with the following:
 - a. Capacity of 50 feet of 1-inch product hose, with spring back return, or greater capacity for each product
 - b. Shall be Stainless Steel and suitable for marine environment
 - c. Securely mounted.

- d. Shall include providing of anti-chafing protection of hoses from dispensers.
 - e. Dry-Break Connections shall be installed at end of dispenser product lines and at the end of hose reel product lines (min 4 required).
 - f. System shall be design and assembled to allow nozzle connection to hose reels during summer operations and directly to dispenser product lines during winter operations.
 - g. There shall be a minimum 10 feet of hose between nozzles and dry-break connectors.
7. Breakaways shall be installed immediately before nozzles.
 8. Nozzles – 1 nozzle for each type product shall be provided for operations and shall be 1-inch OPW 7H Automatic Shut-off Nozzles or equivalent.
 - a. Shall have standard color coding for product type.
 - b. Shall be high flow and rated for heavy duty service
 9. Swivels shall be 1” x 1” high flow as manufactured by Husky, OPW or equivalent and installed at nozzles for each product
 10. Fuel Filters for each fuel product
 11. Pressure/vacuum vent cap shall be installed for Gasoline compartment.
 12. Vent Cap for Diesel
 13. Product lines from tank to dispensers and dispensers to hose reels shall be double-walled flexible pipe, DoubleTrac manufactured by OmegaFlex or approved equal.
 14. Signage as required for code compliance suitable for permanent installation in marine environment
 15. Spill Kit – Universal Spill Kit 38 gal including:
 - a. Spill Kit, Container Type Drum, Container Size 55 gal., Volume Absorbed Per Pkg. 38 gal., Fluids Absorbed Universal,
 - b. Includes (50) 15 in. x 19 in. Pads, (4) 3 In. x 12 ft. Socks, (8) 17 In. x 19 In. Pillows, (1) Pair of Goggles, (1) Pair of Gloves, (5) Disposable Bags, with (1) Emergency Response Handbook.
 16. All other items not identified required for installation of a complete operable marine refueling system for gasoline and diesel products.
- J. Monitoring Wells
1. Two monitoring wells shall be installed at opposite corners of tank for future monitoring.
 2. Monitoring wells shall be installed within cofferdam stone and extend to at least 12 inches below tank invert.
 3. Wells shall have openings of sufficient size to prevent stone intrusion but allow for inflow into the monitoring well along its full length.
 4. Contractor to submit details of well, well cap and installation for approval.
- K. Spare Parts and Supplies
1. Nozzles: 1 each for gasoline and diesel (color coded)
 2. Hoses: 1 – 50 foot length
1 – 15 foot length

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3. Dry Disconnects: 2 each
4. Swivel: 2 each
5. Fuel Filter 1 case for each product
6. Tools: As required for normal maintenance including:
 - Filter wrench(s)
 - Adjustable wrenches (2)
 - Water pump pliers (1)
7. Spill trays 2 each
8. Absorbent pads 15x19” heavy duty - 1 Carton of 100
9. Disposable Gloves 1 Box of 100
10. Disposable Bags 1 Box of 30 – 30 gallon size

3 EXECUTION

3.1 SYSTEM APPROVALS

- A. Obtain all required approvals for the installation and operation of a Marine Fueling Facility at the Wellfleet Town Pier including, but not limited to, the following:
 1. Wellfleet Fire Department
 2. Wellfleet Building Department – Building permits as required
 3. Wellfleet - Certificate of Registration – If required by Town Clerk
 4. Wellfleet Conservation Commission (notice of intent – pending)
 5. MA DEP Bureau of Waste Prevention – Stage 1 Testing (annual)
 - a. Agreed upon independent 3rd party licensed firm for annual testing
 6. MA DEP Waterways -
 7. MA Division of Standards – License to Sell Motor Fuel
 8. MA Office of Fire Marshall - Permit to Install And Maintain Fuel Storage Tanks
 - a. FP-290 Installation Certification
 - b. Contractor shall apply for variance for fuel hose length to 150 feet from Town Fire Department and State Fire Marshal’s Office as required.
 9. MA Department of Revenue
 - a. Certificate of Compliance
 - b. Annual Tank Fee
 10. USACE Regulatory
 11. Any other approvals as may be required by the installation and operation of the Marine Fueling Facility.

3.2 GENERAL CONSTRUCTION

A. SITE PREPARATION

1. Provide pre-notification for the starting of work to all entities as required within the contract and the regulatory approvals in the required timeline including but not limited to:
 - a. Town of Wellfleet
 - b. Wellfleet Harbormaster

- c. Dig Safe
 - d. Wellfleet Conservation Commission
 - e. Wellfleet Fire Marshall
 - f. Other entities as required for system approval
 2. Contractor shall secure area prior to engaging any construction activities including:
 - a. Establishment of a perimeter fence to
 - i. Prevent public access to the work area.
 - ii. Protection of all materials and equipment
 - b. Installation of erosion control measures as may be required.
 3. Set up site survey control in a manner to not be impact by construction activities
 4. Confirm location of all site work with Owner including:
 - a. Mark pavement for proposed limit of removal pavement removal
 - b. Mark concrete for limits of removal.
 - c. Mark location and identification of all know utilities in the vicinity of the work and verification with Harbormaster.
- B. **SITE DEMOLITION AND EXCAVATION**
 1. All existing concrete and pavement shall be saw cut at it limits of removal
 2. All pavement shall be disposed of in a manner to recycle the material
 3. Shoring
 - a. Shoring shall be designed by a geotechnical engineer registered in the Commonwealth of Massachusetts with calculations and summary letter of design assumptions and installation requirements.
 4. Excess material shall be disposed off-site by the contractor in a manner that meets all local, state, and federal regulations.
 5. Remove and disposed of existing underground tanks by the contractor in a manner that meets all local, state, and federal regulations.
 6. Dewatering
 - a. Dewatering of excavation shall be directed to an above grade “stilling basin” with overflow to the Town stormwater system, with Town approval.
 - b. Excavated material that has excess water shall be deposited into a material dewatering basin with a secondary “stilling basin” before flowing or being pumped into Town stormwater system, with Town approval.
- C. **SITE OPERATIONS**
 1. Mobilization and demobilization of all equipment, labor, materials, supervision, survey and any incidentals required to satisfactorily complete this project in accordance with these Specifications, the Contract Drawings and as directed by the Owner.
 2. Comply fully with all requirements and conditions of all Project Permits including performance of any miscellaneous work required to ensure full compliance and not otherwise covered by individual items in the contract.

3. Perform site work operations and the removal of debris and waste materials to assure minimum interference with all adjacent facilities.
4. Obtain governing authorities written permission, when required, to close or obstruct street, walks and adjacent facilities. Provide alternate routes around closed or obstructed traffic ways, when required by governing authorities.
5. If the Contractor, in the course of excavation, uncovers or otherwise encounters any artifacts, whether historic or prehistoric, he shall bring them to the immediate attention of the Owner, and stop all work in that vicinity of said artifacts until directed by the Owner.
6. If the Contractor, in the course of excavation, uncovers or otherwise encounters any suspected hazardous or unidentified substances, he shall bring them to the immediate attention of the Owner, and stop all work in that vicinity of said until directed by the Owner.
7. Contractor shall protect existing structures and facilities that are adjacent to the work area from damage caused by the project operations. Repair all damage caused to the satisfaction of the Owner, at the sole expense of the Contractor.

D. PROTECTION OF EXISTING STRUCTURES AND UTILITIES

1. Notify "Dig Safe" and local utilities and services as applicable prior to conducting any work in order to have all known utilities and services marked out before work begins.
2. Existing structures and utilities shall be suitably protected from damage, including but not limited to existing pavements and curbs, lighting, fencing, concrete vault, manholes, and utility lines.

E. PROTECTION OF CONSTRUCTION SITE

1. It is the Contractor's responsibility to secure the construction site, both for the protection of the ongoing work and the protection of the public. The location of construction fencing used for this purpose shall be approved by the Owner.

F. INSPECTION

1. Contractor shall coordinate all inspection of work by local, state and federal agencies as required for full authorization for operation of the facility including Wellfleet's Fire Department if required.
2. The Owner will assign inspectors and/or resident engineers to this project on either a full time or part time basis, as required to cover the work under this Contract, as justified by the Owner. The inspector or resident engineer shall be the Owner's representative for this project.
3. The Owner must be notified at least 48 hours in advance of all material shipments in order make arrangements for the shipment to be inspected as they arrive to the site.
4. All materials that are not suitable for placement on this project and/or have been rejected by the Owner's representative shall be removed from the site

immediately; the cost of the removal of these materials shall be the responsibility of the Contractor.

5. Unless otherwise agreed upon with the Owner, no work shall be done with materials that are partially or completely buried or hidden from view without the presence of the Owner's representative. The Owner reserves the right to have all materials uncovered for inspection if placed without direct supervision, at the sole expense of the Contractor. No materials shall be paid for under this Contract that have not been examined and passed by the Owner's representative, or for any reason are placed outside the prescribed limits of the work.
6. The Owner shall be permitted at all times to check the lines, grades, elevations, reference marks, batter boards, etc. set by the Contractor. Any errors or discrepancies in these items discovered by checks shall be corrected by the Contractor. Such checks shall not be construed as to be an approval of the Contractor's work and shall not relieve or diminish in any way the responsibilities of the Contractor for the accurate and satisfactory completion of the entire work. The Contractor shall be available to assist the Owner with these checks as needed.

3.3 FIBERGLASS TANK INSTALLATION

A. Installation Requirements

1. Fiberglass underground tanks must be tested and installed according to the current installation instructions provided with the tank and in accordance with the tank manufacturer.
2. Concrete Deadman and tank straps shall be installed in conformance to manufacturer's recommendation. All tank straps and associated hardware shall be corrosion resistant.

B. Backfill and Compaction

1. Tanks shall be installed with backfill of pea gravel or crushed stone as specified by the manufacturer. A geotextile filter fabric should be placed between the natural material and the backfill as specified by the tank manufacturer.
2. Backfill shall be installed in even lifts to assure filling of all voids and to prevent tank movement during backfill operations.
3. Areas under tank curvature shall have backfill material placed by hand and rodded to properly bed all stone and prevent voids.

C. Shoring Removal

1. After the backfill is properly placed completely around the tank(s):
 - a. Vibrate shoring and pull slowly to top of backfill.
 - b. Fill any voids created by the pulled shoring with approved backfill.
2. All shoring should be removed and all voids must be filled using a long handled probe before continuing installation.
3. Shoring is not to be left in place. Shoring removal shall occur during a falling tide.

- D. Concrete Slab shall be installed on compacted sub-grade and shall be as shown on the contract drawings. The concrete slab shall be a minimum 8 inches thick and shall extend beyond the tank footprint by two (2) feet in each direction. Concrete and reinforcement steel shall be installed as specified under SECTION 03 00 00, REINFORCED CONCRETE.

3.4 PRODUCT DISPENSERS AND HOSE REEL INSTALLATION

- A. Dispensers and hose reels shall be installed in accordance with manufacturer's recommendation and secured to concrete island.
- B. concrete islands/bases shall be installed as required for full support of dispensing unit and hose reel including doweling into concrete, reinforcing steel, concrete and concrete finishing.
- C. Existing asphalt shall be cut and removed as required for product lines, control and power conduits as well as sufficient room for spill tray(s).

3.5 NOZZLE, AND HOSE INSTALLATION

- A. Contractor shall install nozzle holder for each product with support post on floating dock.
- B. Contractor shall install dispenser hose supports along face of bulkhead. Support of hose shall be maximum of 3 feet on center. Supports shall be marine grade aluminum or non-metallic with stainless steel fasteners. All materials shall be recommended for exterior marine environment use.

3.6 COLLARS, SLEEVES AND CONDUITS

- A. All sleeves shall be pitched from the dispenser pans back to the tank sump.
- B. All connections shall be watertight
- C. All electrical and data conduit shall be installed in accordance with electrical code.

3.7 VENT PIPING

- A. Vertical piping shall be mounted plumb.
- B. All hardware shall be installed to prevent loosening.

3.8 MONITORING AND CONTROL SYSTEMS

- A. Location of Veeder-Root System inside Wellfleet Shellfish Department and Beach Sticker Office at location approved by Town.

3.9 ELECTRICAL

- A. Where existing electrical conduits do not meet current electrical code for proximity to fuel dispensing system, Contractor shall sleeve or encase existing electrical as required.
- B. All electrical shall meet requirements for intended use as a commercial refuel system in marine environment and shall be in accordance with and approved by the Town Building Inspection Department.

- C. Contractor shall prove upgrade of electrical service required for the Marine Fuel Facility and shall include upgrades to the Wellfleet Shellfish Department and Beach Sticker Office, but not limited to:
 - 1. Upgrade of electrical service to 200 amp service providing all conductors, meters, breakers, modification and/or replacement of panel and all other requirements to meet electrical code requirements for operation.
 - 2. Installation of a separate subpanel size as required (60 amp minimum) for all Marine Fuel Facility power requirements including pumps, dispensers and control systems and located in vicinity of Veeder-Root control system and as required to meet electrical code requirements for operation.

3.10 TESTING AND CERTIFICATION

- A. All testing and field certifications shall be performed in the presence of the Town. Contractor shall provide 48-hour notice of proposed field testing/certifications to the Town.
- B. Copies of all certifications shall be provided to the Town.

4 MEASUREMENT AND PAYMENT

4.1 METHOD OF MEASUREMENT

- A. Measurement for MARINA REFUELING FACILITY shall be made by Unit Price Lump Sum and shall include all contractor work for the full installation, required approvals and startup operation of the facility.
- B. Measurement for MUNICIPAL FUELING STATION shall be made by Unit Price Lump Sum and shall include all contractor work for the full installation, required approvals and startup operation of the facility.

4.2 METHOD OF PAYMENT

- A. Payment for MARINA REFUELING FACILITY shall be by the Unit Price Lump Sum for a fully operational refueling system including all site preparation, tank, product piping, marina dispensers, marina hose reels with hoses, marina self service payment system, concrete islands, equipment and material installation; electrical services and monitoring systems; and startup operations as identified in these specifications and as illustrated on the contract drawings. This price and payment shall constitute full compensation for all supervision, labor, and construction equipment for the satisfactory supply and installation of all items under this section.
- B. Payment for MUNICIPAL FUELING STATION shall be by the Unit Price Lump Sum for a fully operational fueling system including all site preparation, equipment and material installation; product piping, municipal vehicle fuel dispenser with hose, municipal vehicle fuel self service payment system, concrete island, concrete vehicle fueling pad, electrical services and monitoring systems; and startup operations as identified in these specifications and as illustrated on the contract drawings. This price and payment shall constitute full compensation for all supervision, labor, and construction equipment for the satisfactory supply and installation of all items under this section.

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4.3 PAYMENT ITEMS

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT</u>
33 10 00-1	MARINA REFUELING FACILITY	Lump Sum
33 10 00-2	MUNICIPAL FUELING STATION	Lump Sum

*** END OF SECTION ***

SECTION 33 71 02.00 20
UNDERGROUND ELECTRICAL DISTRIBUTION

1. GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION
OFFICIALS (AASHTO)

AASHTO HB-17 (2002; Errata 2003; Errata 2005, 17th Edition) Standard Specifications for Highway Bridges

AASHTO M 198 (2010) Standard Specification for Joints for Concrete Pipe, Manholes, and Precast Box Sections Using Preformed Flexible Joint Sealants

AMERICAN CONCRETE INSTITUTE INTERNATIONAL (ACI)

ACI 318M (2008; Errata 2011) Building Code Requirements for Structural Concrete & Commentary

ASTM INTERNATIONAL (ASTM)

ASTM B1 (2001; R 2007) Standard Specification for Hard-Drawn Copper Wire

ASTM B8 (2011) Standard Specification for Concentric-Lay-Stranded Copper Conductors, Hard, Medium-Hard, or Soft

ASTM C309 (2011) Standard Specification for Liquid Membrane-Forming Compounds for Curing Concrete

ASTM C478 (2009) Standard Specification for Precast Reinforced Concrete Manhole Sections

ASTM C857 (2011) Standard Practice for Minimum Structural Design Loading for Underground Precast Concrete Utility Structures

INSTITUTE OF ELECTRICAL AND ELECTRONICS ENGINEERS (IEEE)

IEEE 100 (2000; Archived) The Authoritative Dictionary of IEEE Standards Terms

IEEE C2 (2012) National Electrical Safety Code

NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION (NEMA)

ANSI C119.1 (2011) Electric Connectors - Sealed Insulated Underground Connector Systems Rated 600 Volts

NEMA RN 1 (2005) Polyvinyl-Chloride (PVC) Externally Coated Galvanized Rigid Steel Conduit and Intermediate Metal Conduit

NEMA TC 2 (2003) Standard for Electrical Polyvinyl Chloride (PVC) Conduit

NEMA TC 9 (2004) Standard for Fittings for Polyvinyl Chloride (PVC) Plastic Utilities Duct for Underground Installation

NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)

NFPA 70 (2011; TIA 11-1; Errata 2011) National Electrical Code

UNDERWRITERS LABORATORIES (UL)

UL 1242 (2006; Reprint Jul 2007) Standard for Electrical Intermediate Metal Conduit -- Steel

UL 467 (2007) Grounding and Bonding Equipment

UL 486A-486B (2003; Reprint Feb 2010) Wire Connectors

UL 514A (2004; Reprint Apr 2010) Metallic Outlet Boxes

UL 514B (2004; Reprint Nov 2009) Conduit, Tubing and Cable Fittings

UL 6 (2007; reprint Nov 2010) Electrical Rigid Metal Conduit-Steel

UL 651 (2005; Reprint Mar 2010) Standard for Schedule 40 and 80 Rigid PVC Conduit and Fittings

UL 83	(2008) Thermoplastic-Insulated Wires and Cables
UL 854	(2004; Reprint Oct 2007) Standard for Service-Entrance Cables

1.2 DEFINITIONS

- a. Unless otherwise specified or indicated, electrical and electronics terms used in these specifications, and on the drawings, shall be as defined in IEEE 100.
- b. In the text of this section, the words conduit and duct are used interchangeably and have the same meaning.

1.3 SUBMITTALS

Approval is required for all submittals. The following shall be submitted in accordance with Section 01 33 00 SUBMITTAL PROCEDURES:

SD-03 Product Data

Precast concrete structures

Sealing Material

Handhole frames and covers

Composite/fiberglass handholes

1.4 QUALITY ASSURANCE

1.4.1 Regulatory Requirements

In each of the publications referred to herein, consider the advisory provisions to be mandatory, as though the word, "shall" had been substituted for "should" wherever it appears. Interpret references in these publications to the "authority having jurisdiction," or words of similar meaning, to mean the Owner. Equipment, materials, installation, and workmanship shall be in accordance with the mandatory and advisory provisions of NFPA 70 unless more stringent requirements are specified or indicated.

1.4.2 Standard Products

Provide materials and equipment that are products of manufacturers regularly engaged in the production of such products which are of equal material, design and workmanship. Products shall have been in satisfactory commercial or industrial use for 2 years prior to bid opening. The 2-year period shall include applications of equipment and materials under similar circumstances and of similar size. The product shall have been on sale on the commercial

market through advertisements, manufacturers' catalogs, or brochures during the 2-year period. Where two or more items of the same class of equipment are required, these items shall be products of a single manufacturer; however, the component parts of the item need not be the products of the same manufacturer unless stated in this section.

1.4.2.1 Material and Equipment Manufacturing Date

Products manufactured more than 3 years prior to date of delivery to site shall not be used, unless specified otherwise.

2. PRODUCTS

2.1 CONDUIT, DUCTS, AND FITTINGS

2.1.1 Rigid Metal Conduit

UL 6.

2.1.1.1 Rigid Metallic Conduit, PVC Coated

NEMA RN 1, Type A40, except that hardness shall be nominal 85 Shore A durometer, dielectric strength shall be minimum 400 volts per mil at 60 Hz, and tensile strength shall be minimum 3500 psi.

2.1.2 Intermediate Metal Conduit

UL 1242.

2.1.2.1 Intermediate Metal Conduit, PVC Coated

NEMA RN 1, Type A40, except that hardness shall be nominal 85 Shore A durometer, dielectric strength shall be minimum 400 volts per mil at 60 Hz, and tensile strength shall be minimum 3500 psi.

2.1.3 Plastic Conduit for Direct Burial

UL 651, Schedule 40 or Schedule 80 as indicated, NEMA TC 2.

2.1.4 Conduit Sealing Compound

Compounds for sealing ducts and conduit shall have a putty-like consistency workable with the hands at temperatures as low as 35 degrees F, shall neither slump at a temperature of 300 degrees F, nor harden materially when exposed to the air. Compounds shall adhere to clean surfaces of fiber or plastic ducts; metallic conduits or conduit coatings; concrete, masonry, or lead; any cable sheaths, jackets, covers, or insulation materials; and the common metals. Compounds shall form a seal without dissolving, noticeably changing characteristics, or

removing any of the ingredients. Compounds shall have no injurious effect upon the hands of workmen or upon materials. Inflatable bladders may be used as an option.

2.1.5 Fittings

2.1.5.1 Metal Fittings

UL 514B.

2.1.5.2 PVC Conduit Fittings

UL 514B, UL 651.

2.1.5.3 PVC Duct Fittings

NEMA TC 9.

2.1.5.4 Outlet Boxes for Steel Conduit

Outlet boxes for use with rigid or flexible steel conduit shall be cast-metal cadmium or zinc-coated if of ferrous metal with gasketed closures and shall conform to UL 514A.

2.2 LOW VOLTAGE INSULATED CONDUCTORS AND CABLES

Insulated conductors shall be rated 600 volts and conform to the requirements of NFPA 70, including listing requirements. Wires and cables manufactured more than 12 months prior to date of delivery to the site shall not be accepted. Service entrance conductors shall conform to UL 854, type USE.

2.2.1 Conductor Types

Cable and duct sizes indicated are for copper conductors and THHN/THWN unless otherwise noted. Conductors No. 10 AWG and smaller shall be solid copper. Conductors No. 8 AWG and larger shall be stranded copper. All conductors shall be copper.

2.2.2 Conductor Material

Unless specified or indicated otherwise or required by NFPA 70, wires in conduit, other than service entrance, shall be 600-volt, Type THWN/THHN conforming to UL 83.

2.2.3 Cable Marking

Insulated conductors shall have the date of manufacture and other identification imprinted on the outer surface of each cable at regular intervals throughout the cable length.

Each cable shall be identified by means of a fiber, laminated plastic, or non-ferrous metal tags, or approved equal, in each handhole, junction box, and each terminal. Each tag shall contain the following information; cable type, conductor size, circuit number, circuit voltage, cable destination and phase identification.

Conductors shall be color coded. Conductor identification shall be provided within each enclosure where a tap, splice, or termination is made. Conductor identification shall be by color-coded insulated conductors, plastic-coated self-sticking printed markers, colored nylon cable ties and plates, heat shrink type sleeves, or colored electrical tape. Control circuit terminations shall be properly identified. Color shall be green for grounding conductors and white for neutrals; except where neutrals of more than one system are installed in same raceway or box, other neutrals shall be white with a different colored (not green) stripe for each. Color of ungrounded conductors in different voltage systems shall be as follows:

- a. 120/240 volt, single phase: Black and red

2.3 LOW VOLTAGE WIRE CONNECTORS AND TERMINALS

Shall provide a uniform compression over the entire conductor contact surface. Use solderless terminal lugs on stranded conductors.

- a. For use with copper conductors: UL 486A-486B.

2.4 LOW VOLTAGE SPLICES

Provide splices in conductors with a compression connector on the conductor and by insulating and waterproofing using one of the following methods which are suitable for continuous submersion in water and comply ANSI C119.1.

2.4.1 Heat Shrinkable Splice

Provide heat shrinkable splice insulation by means of a thermoplastic adhesive sealant material which shall be applied in accordance with the manufacturer's written instructions.

2.4.2 Cold Shrink Rubber Splice

Provide a cold-shrink rubber splice which consists of EPDM rubber tube which has been factory stretched onto a spiraled core which is removed during splice installation. The installation shall not require heat or flame, or any additional materials such as covering or adhesive. It shall be designed for use with inline compression type connectors, or indoor, outdoor, direct-burial or submerged locations.

2.5 GROUNDING AND BONDING

2.5.1 Driven Ground Rods

Provide copper-clad steel ground rods conforming to UL 467 not less than 3/4 inch in diameter by 10 feet in length.

2.5.2 Grounding Conductors

Stranded-bare copper conductors shall conform to ASTM B8, Class B, soft-drawn unless otherwise indicated. Solid-bare copper conductors shall conform to ASTM B1 for sizes No. 8 and smaller. Insulated conductors shall be of the same material as phase conductors and green color-coded, except that conductors shall be rated no more than 600 volts. Aluminum is not acceptable.

2.6 CAST-IN-PLACE CONCRETE

Provide concrete for encasement of underground ducts with 3000 psi minimum 28-day compressive strength.

2.7 UNDERGROUND STRUCTURES

2.7.1 Composite/Fiberglass Handholes and Covers

Provide handholes and covers of polymer concrete, reinforced with heavy weave fiberglass. Handholes and covers shall be capable of supporting HS25 loading.

2.8 CABLE TAGS IN HAND HOLES

Provide tags for each power cable located in hand holes. The tags shall be polyethylene. Do not provide handwritten letters. The first position on the power cable tag shall denote the voltage. The second through sixth positions on the tag shall identify the circuit. The next to last position shall denote the phase of the circuit and shall include the Greek "phi" symbol. The last position shall denote the cable size. As an example, a tag could have the following designation: "11.5 NAS 1-8(Phase A)500," denoting that the tagged cable is on the 11.5kV system circuit number NAS 1-8, underground, Phase A, sized at 500 kcmil.

2.8.1 Polyethylene Cable Tags

Provide tags of polyethylene that have an average tensile strength of 3250 pounds per square inch; and that are 0.08 inch thick (minimum), non-corrosive non-conductive; resistive to acids, alkalis, organic solvents, and salt water; and distortion resistant to 170 degrees F. Provide 0.05 inch (minimum) thick black polyethylene tag holder. Provide a one-piece nylon, self-locking tie at each end of the cable tag. Ties shall have a minimum loop tensile strength of 175 pounds. The cable tags shall have black block letters, numbers, and symbols one inch high on a yellow background. Letters, numbers, and symbols shall not fall off or change positions regardless of the cable tags' orientation.

3. EXECUTION

3.1 INSTALLATION

Install equipment and devices in accordance with the manufacturer's published instructions and with the requirements and recommendations of NFPA 70 and IEEE C2 as applicable.

3.2 CABLE INSPECTION

Prior to installation, each cable reel shall be inspected for correct storage positions, signs of physical damage, and broken end seals. If end seal is broken, moisture shall be removed from cable prior to installation in accordance with the cable manufacturer's recommendations.

3.3 UNDERGROUND STRUCTURE CONSTRUCTION

3.3.1 Underground Structure Construction

Set structures on 6 inches of level, 90 percent compacted granular fill, 3/4 inch to 1 inch size, extending 12 inches beyond the structure on each side. Compact granular fill by a minimum of four passes with a plate type vibrator. Installation shall additionally conform to the manufacturer's instructions.

3.3.2 Sealing

When installation is complete, the Contractor shall seal all conduit and other entries into the equipment enclosure with an approved sealing compound. Seals shall be of sufficient strength and durability to protect all energized live parts of the equipment from rodents, insects, or other foreign matter. Seals shall be water tight.

3.4 UNDERGROUND CONDUIT AND DUCT SYSTEMS

3.4.1 Requirements

Depths to top of the conduit shall be in accordance with NFPA 70. Run conduit in straight lines except where a change of direction is necessary. Numbers and sizes of ducts shall be as indicated. Ducts shall have a continuous slope downward toward underground structures and away from buildings, laid with a minimum slope of 3 inches per 100 feet. Depending on the contour of the finished grade, the high-point may be at a terminal, a manhole, a handhole, or between manholes or handholes. Short-radius manufactured 90-degree duct bends may be used only for pole or equipment risers, unless specifically indicated as acceptable. The minimum manufactured bend radius shall be 18 inches for ducts of less than 3 inch diameter, and 36 inches for ducts 3 inches or greater in diameter. Otherwise, long sweep bends having a minimum radius of 25 feet shall be used for a change of direction of more than 5 degrees, either horizontally or vertically. Both curved and straight sections may be used to form long

sweep bends, but the maximum curve used shall be 30 degrees and manufactured bends shall be used. Ducts shall be provided with end bells whenever duct lines terminate in structures.

3.4.2 Treatment

Ducts shall be kept clean of concrete, dirt, or foreign substances during construction. Field cuts requiring tapers shall be made with proper tools and match factory tapers. A coupling recommended by the duct manufacturer shall be used whenever an existing duct is connected to a duct of different material or shape. Ducts shall be stored to avoid warping and deterioration with ends sufficiently plugged to prevent entry of any water or solid substances. Ducts shall be thoroughly cleaned before being laid. Plastic ducts shall be stored on a flat surface and protected from the direct rays of the sun.

3.4.3 Conduit Cleaning

As each conduit run is completed, for conduit sizes 3 inches and larger, draw a flexible testing mandrel approximately 12 inches long with a diameter less than the inside diameter of the conduit through the conduit. After which, draw a stiff bristle brush through until conduit is clear of particles of earth, sand and gravel; then immediately install conduit plugs. For conduit sizes less than 3 inches, draw a stiff bristle brush through until conduit is clear of particles of earth, sand and gravel; then immediately install conduit plugs.

3.4.4 Galvanized Conduit Concrete Penetrations

Galvanized conduits which penetrate concrete (slabs, pavement, and walls) in wet locations shall be PVC coated and shall extend from at least 2 inches within the concrete to the first coupling or fitting outside the concrete (minimum of 6 inches from penetration).

3.4.5 Multiple Conduits

Separate multiple conduits by a minimum distance of 2 1/2 inches, except that power conduits shall be separated from control, signal, and telephone conduits by a minimum distance of 3 inches. Stagger the joints of the conduits by rows (horizontally) and layers (vertically) to strengthen the conduit assembly. Provide plastic duct spacers that interlock vertically and horizontally. Spacer assembly shall consist of base spacers, intermediate spacers, ties, and locking device on top to provide a completely enclosed and locked-in conduit assembly. Install spacers per manufacturer's instructions, but provide a minimum of two spacer assemblies per 10 feet of conduit assembly.

3.4.6 Conduit Plugs and Pull Rope

New conduit indicated as being unused or empty shall be provided with plugs on each end. Provide a plastic pull rope having 3 feet of slack at each end of unused or empty conduits. Pull rope shall be plastic having a minimum 200 pound tensile strength

3.4.7 Conduit and Duct Without Concrete Encasement

Provide not less than 3 inches clearance from the conduit to each side of the trench. Grade bottom of trench smooth; where rock, soft spots, or sharp-edged materials are encountered, excavate the bottom for an additional 3 inches, fill and tamp level with original bottom with sand or earth free from particles, that would be retained on a 1/4 inch sieve. The first 6 inch layer of backfill cover shall be sand compacted as previously specified. The rest of the excavation shall be backfilled and compacted in 3 to 6 inch layers. .

3.4.7.1 Encasement Under Roads and Structures

Under roads, and railroad tracks, install conduits in concrete encasement of rectangular cross-section providing a minimum of 3 inch concrete cover around ducts. Concrete encasement shall extend at least 5 feet beyond the edges of paved areas and roads.

3.4.8 Duct Encased in Concrete

Construct underground duct lines of individual conduits encased in concrete. Do not mix different kinds of conduit in any one duct bank. Concrete encasement surrounding the bank shall be rectangular in cross-section and shall provide at least 3 inches of concrete cover for ducts. Separate conduits by a minimum concrete thickness of 2 1/2 inches, except separate power conduits from control, signal, and telecommunications conduits by a minimum concrete thickness of 3 inches. Before pouring concrete, anchor duct bank assemblies to prevent the assemblies from floating during concrete pouring. Anchoring shall be done by driving reinforcing rods adjacent to duct spacer assemblies and attaching the rods to the spacer assembly.

3.5 CABLES IN UNDERGROUND STRUCTURES

Do not install cables utilizing the shortest path between penetrations, but route along those walls providing the longest route and the maximum spare cable lengths. Form cables to closely parallel walls, not to interfere with duct entrances, and support on brackets and cable insulators.

3.5.1 Cable Tag Installation

Install cable tags in each hand hole as specified, including each splice. Tag wire and cable provided by this contract. Install cable tags over the fireproofing, if any, and locate the tags so that they are clearly visible without disturbing any cabling or wiring in the manholes.

3.6 LOW VOLTAGE CABLE SPLICING AND TERMINATING

Make terminations and splices with materials and methods as indicated or specified herein and as designated by the written instructions of the manufacturer. Do not allow the cables to be moved until after the splicing material has completely set. Make splices in underground

distribution systems only in accessible locations such as handholes or aboveground termination cabinets.

3.7 GROUNDING SYSTEMS

Provide grounding system as indicated, in accordance with NFPA 70 and IEEE C2, and as specified herein.

Noncurrent-carrying metallic parts associated with electrical equipment shall have a maximum resistance to solid earth ground not exceeding the following values:

Ground in handholes 5 ohms

3.7.1 Grounding Electrodes

Provide cone pointed driven ground rods driven full depth plus 6 inches, installed to provide an earth ground of the appropriate value for the particular equipment being grounded.

If the specified ground resistance is not met, an additional ground rod shall be provided in accordance with the requirements of NFPA 70 (placed not less than 6 feet from the first rod). Should the resultant (combined) resistance exceed the specified resistance, measured not less than 48 hours after rainfall, the Owner shall be notified immediately.

3.7.2 Grounding Connections

Make grounding connections which are buried or otherwise normally inaccessible, by exothermic weld or compression connector.

- a. Make exothermic welds strictly in accordance with the weld manufacturer's written recommendations. Welds which are "puffed up" or which show convex surfaces indicating improper cleaning are not acceptable. Mechanical connectors are not required at exothermic welds.
- b. Make compression connections using a hydraulic compression tool to provide the correct circumferential pressure. Tools and dies shall be as recommended by the manufacturer. An embossing die code or other standard method shall provide visible indication that a connector has been adequately compressed on the ground wire.

3.7.3 Grounding Conductors

Provide bare grounding conductors, except where installed in conduit with associated phase conductors. Ground cable sheaths, cable shields, conduit, and equipment with No. 6 AWG. Ground other noncurrent-carrying metal parts and equipment frames of metal-enclosed equipment. Ground metallic frames and covers of handholes and pull boxes with a braided, copper ground strap with equivalent ampacity of No. 6 AWG.

3.7.4 Hand hole Grounding

Loop a 4/0 AWG grounding conductor around the interior perimeter, approximately 12 inches above finished floor. Secure the conductor to the manhole walls at intervals not exceeding 36 inches. Connect the conductor to the manhole grounding electrode with 4/0 AWG conductor. Connect all incoming 4/0 grounding conductors to the ground loop adjacent to the point of entry into the manhole. Bond the ground loop to all cable shields and other metal equipment with a minimum 6 AWG conductor.

3.8 EXCAVATING, BACKFILLING, AND COMPACTING

Provide in accordance with NFPA 70.

3.8.1 Reconditioning of Surfaces

3.8.1.1 Unpaved Surfaces

Restore unpaved surfaces disturbed during construction to their original elevation. Disturbed areas shall be seeded following completion of construction.

3.8.1.2 Paving Repairs

Where trenches, pits, or other excavations are made in existing roadways and other areas of pavement where surface treatment of any kind exists, restore such surface treatment or pavement the same thickness and in the same kind as previously existed, except as otherwise specified, and to match and tie into the adjacent and surrounding existing surfaces.

3.9 FIELD QUALITY CONTROL

3.9.1 Follow-Up Verification

Upon completion of work, the Contractor shall show by demonstration in service that circuits and devices are in good operating condition and properly performing the intended function. As an exception to requirements stated elsewhere in the contract, the Owner shall be given 5 working days advance notice of the dates and times of checking and testing.

4. MEASUREMENT AND PAYMENT

4.1 METHOD OF MEASUREMENT AND PAYMENT

- A. No separate measurement or payment shall be made for work in this Section. Measurement and Payment for this item shall be included within the work item with which it is associated.

END OF SECTION

PREVAILING WAGE RATES



THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

CHARLES D. BAKER
Governor

KARYN E. POLITO
Lt. Governor

ROSALIN ACOSTA
Secretary

MICHAEL FLANAGAN
Director

Awarding Authority: Town of Wellfleet
Contract Number: **City/Town:** WELLFLEET
Description of Work: The Project consists of removing and replacing the underground fuel storage tanks, dispensers, fuel lines, leak detection system, concrete cover slab, concrete islands, and other ancillary work.
Job Location: 255 Commercial Street

Information about Prevailing Wage Schedules for Awarding Authorities and Contractors

- **The wage rates will remain in effect for the duration of the project, except in the case of multi-year public construction projects. For construction projects lasting longer than one year, awarding authorities must request an updated wage schedule no later than two weeks before the anniversary of the date the contract was executed by the awarding authority and the general contractor.** For multi-year CM AT RISK projects, the awarding authority must request an annual update no later than two weeks before the anniversary date, determined as the earlier of: (a) the execution date of the GMP Amendment, or (b) the execution date of the first amendment to permit procurement of construction services. The annual update requirement is not applicable to 27F "rental of equipment" contracts. **The updated wage schedule must be provided to all contractors, including general and sub-contractors, working on the construction project.**
- This wage schedule applies only to the specific project referenced at the top of this page and uniquely identified by the "Wage Request Number" on all pages of this schedule.
- An Awarding Authority must request an updated wage schedule if it has not opened bids or selected a contractor within 90 days of the date of issuance of the wage schedule. For CM AT RISK projects (bid pursuant to G.L. c.149A), the earlier of: (a) the execution date of the GMP Amendment, or (b) the bid for the first construction scope of work must be within 90-days of the wage schedule issuance date.
- The wage schedule shall be incorporated in any advertisement or call for bids for the project as required by M.G.L. c. 149, § 27. The wage schedule shall be made a part of the contract awarded for the project. The wage schedule must be posted in a conspicuous place at the work site for the life of the project in accordance with M.G.L. c. 149 § 27. The wages listed on the wage schedule must be paid to employees performing construction work on the project whether they are employed by the prime contractor, a filed sub-bidder, or a sub-contractor.
- Apprentices working on the project are required to be registered with the Massachusetts Division of Apprentice Standards (DAS). Apprentices must keep their apprentice identification card on their persons during all work hours on the project. An apprentice registered with DAS may be paid the lower apprentice wage rate at the applicable step as provided on the prevailing wage schedule. **Any apprentice not registered with DAS regardless of whether they are registered with another federal, state, local, or private agency must be paid the journeyworker's rate.**
- Every contractor or subcontractor working on the construction project must submit weekly payroll reports and a Statement of Compliance directly to the awarding authority by mail or email and keep them on file for three years. Each weekly payroll report must contain: the employee's name, address, occupational classification, hours worked, and wages paid. Do not submit weekly payroll reports to DLS. For a sample payroll reporting form go to <http://www.mass.gov/dols/pw>.
- Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at (617) 626-6953.
- Contractors must obtain the wage schedules from awarding authorities. Failure of a contractor or subcontractor to pay the prevailing wage rates listed on the wage schedule to all employees who perform construction work on the project is a violation of the law and subjects the contractor or subcontractor to civil and criminal penalties.
- Employees not receiving the prevailing wage rate set forth on the wage schedule may file a complaint with the Fair Labor Division of the office of the Attorney General at (617) 727-3465.

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Construction						
(2 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2021	\$35.95	\$13.41	\$16.01	\$0.00	\$65.37
(3 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2021	\$36.02	\$13.41	\$16.01	\$0.00	\$65.44
(4 & 5 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2021	\$36.14	\$13.41	\$16.01	\$0.00	\$65.56
ADS/SUBMERSIBLE PILOT <i>PILE DRIVER LOCAL 56 (ZONE 2)</i>	08/01/2020	\$103.05	\$9.40	\$23.12	\$0.00	\$135.57
For apprentice rates see "Apprentice- PILE DRIVER"						
AIR TRACK OPERATOR <i>LABORERS - ZONE 2</i>	06/01/2022	\$37.06	\$9.10	\$16.64	\$0.00	\$62.80
	12/01/2022	\$37.91	\$9.10	\$16.64	\$0.00	\$63.65
	06/01/2023	\$38.81	\$9.10	\$16.64	\$0.00	\$64.55
	12/01/2023	\$39.71	\$9.10	\$16.64	\$0.00	\$65.45
For apprentice rates see "Apprentice- LABORER"						
AIR TRACK OPERATOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2021	\$36.16	\$9.10	\$16.64	\$0.00	\$61.90
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
ASBESTOS REMOVER - PIPE / MECH. EQUIPT. <i>HEAT & FROST INSULATORS LOCAL 6 (BOSTON)</i>	12/01/2020	\$38.10	\$12.80	\$9.45	\$0.00	\$60.35
ASPHALT RAKER <i>LABORERS - ZONE 2</i>	06/01/2022	\$36.56	\$9.10	\$16.64	\$0.00	\$62.30
	12/01/2022	\$37.41	\$9.10	\$16.64	\$0.00	\$63.15
	06/01/2023	\$38.31	\$9.10	\$16.64	\$0.00	\$64.05
	12/01/2023	\$39.21	\$9.10	\$16.64	\$0.00	\$64.95
For apprentice rates see "Apprentice- LABORER"						
ASPHALT RAKER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2021	\$35.66	\$9.10	\$16.64	\$0.00	\$61.40
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$51.38	\$14.00	\$16.05	\$0.00	\$81.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BACKHOE/FRONT-END LOADER <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$51.38	\$14.00	\$16.05	\$0.00	\$81.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BARCO-TYPE JUMPING TAMPER <i>LABORERS - ZONE 2</i>	06/01/2022	\$36.56	\$9.10	\$16.64	\$0.00	\$62.30
	12/01/2022	\$37.41	\$9.10	\$16.64	\$0.00	\$63.15
	06/01/2023	\$38.31	\$9.10	\$16.64	\$0.00	\$64.05
	12/01/2023	\$39.21	\$9.10	\$16.64	\$0.00	\$64.95
For apprentice rates see "Apprentice- LABORER"						
BLOCK PAVER, RAMMER / CURB SETTER <i>LABORERS - ZONE 2</i>	06/01/2022	\$37.06	\$9.10	\$16.64	\$0.00	\$62.80
	12/01/2022	\$37.91	\$9.10	\$16.64	\$0.00	\$63.65
	06/01/2023	\$38.81	\$9.10	\$16.64	\$0.00	\$64.55
	12/01/2023	\$39.71	\$9.10	\$16.64	\$0.00	\$65.45
For apprentice rates see "Apprentice- LABORER"						
BLOCK PAVER, RAMMER / CURB SETTER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2021	\$36.16	\$9.10	\$16.64	\$0.00	\$61.90
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
BOILER MAKER <i>BOILERMAKERS LOCAL 29</i>	01/01/2020	\$46.10	\$7.07	\$17.98	\$0.00	\$71.15

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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Apprentice - BOILERMAKER - Local 29

Effective Date - 01/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	65	\$29.97	\$7.07	\$11.69	\$0.00	\$48.73
2	65	\$29.97	\$7.07	\$11.69	\$0.00	\$48.73
3	70	\$32.27	\$7.07	\$12.59	\$0.00	\$51.93
4	75	\$34.58	\$7.07	\$13.49	\$0.00	\$55.14
5	80	\$36.88	\$7.07	\$14.38	\$0.00	\$58.33
6	85	\$39.19	\$7.07	\$15.29	\$0.00	\$61.55
7	90	\$41.49	\$7.07	\$16.18	\$0.00	\$64.74
8	95	\$43.80	\$7.07	\$17.09	\$0.00	\$67.96

Notes:

Apprentice to Journeyworker Ratio:1:4

BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING)	02/01/2022	\$57.15	\$11.39	\$22.34	\$0.00	\$90.88
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BRICKLAYERS LOCAL 3 (NEW BEDFORD)

Apprentice - BRICK/PLASTER/CEMENT MASON - Local 3 New Bedford

Effective Date - 02/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$28.58	\$11.39	\$22.34	\$0.00	\$62.31
2	60	\$34.29	\$11.39	\$22.34	\$0.00	\$68.02
3	70	\$40.01	\$11.39	\$22.34	\$0.00	\$73.74
4	80	\$45.72	\$11.39	\$22.34	\$0.00	\$79.45
5	90	\$51.44	\$11.39	\$22.34	\$0.00	\$85.17

Notes:

Apprentice to Journeyworker Ratio:1:5

BULLDOZER/GRADER/SCRAPER	12/01/2021	\$50.83	\$14.00	\$16.05	\$0.00	\$80.88
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OPERATING ENGINEERS LOCAL 4

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

CAISSON & UNDERPINNING BOTTOM MAN	12/01/2021	\$42.33	\$9.10	\$17.72	\$0.00	\$69.15
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LABORERS - FOUNDATION AND MARINE

For apprentice rates see "Apprentice- LABORER"

CAISSON & UNDERPINNING LABORER	12/01/2021	\$41.18	\$9.10	\$17.72	\$0.00	\$68.00
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LABORERS - FOUNDATION AND MARINE

For apprentice rates see "Apprentice- LABORER"

CAISSON & UNDERPINNING TOP MAN	12/01/2021	\$41.18	\$9.10	\$17.72	\$0.00	\$68.00
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LABORERS - FOUNDATION AND MARINE

For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
CARBIDE CORE DRILL OPERATOR <i>LABORERS - ZONE 2</i>	06/01/2022	\$36.56	\$9.10	\$16.64	\$0.00	\$62.30
	12/01/2022	\$37.41	\$9.10	\$16.64	\$0.00	\$63.15
	06/01/2023	\$38.31	\$9.10	\$16.64	\$0.00	\$64.05
	12/01/2023	\$39.21	\$9.10	\$16.64	\$0.00	\$64.95

For apprentice rates see "Apprentice- LABORER"

CARPENTER <i>CARPENTERS -ZONE 2 (Eastern Massachusetts)</i>	03/01/2022	\$44.53	\$8.68	\$19.97	\$0.00	\$73.18
	09/01/2022	\$45.18	\$8.68	\$19.97	\$0.00	\$73.83
	03/01/2023	\$45.78	\$8.68	\$19.97	\$0.00	\$74.43

Apprentice - CARPENTER - Zone 2 Eastern MA

Effective Date - 03/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.27	\$8.68	\$1.73	\$0.00	\$32.68
2	60	\$26.72	\$8.68	\$1.73	\$0.00	\$37.13
3	70	\$31.17	\$8.68	\$14.78	\$0.00	\$54.63
4	75	\$33.40	\$8.68	\$14.78	\$0.00	\$56.86
5	80	\$35.62	\$8.68	\$16.51	\$0.00	\$60.81
6	80	\$35.62	\$8.68	\$16.51	\$0.00	\$60.81
7	90	\$40.08	\$8.68	\$18.24	\$0.00	\$67.00
8	90	\$40.08	\$8.68	\$18.24	\$0.00	\$67.00

Effective Date - 09/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.59	\$8.68	\$1.73	\$0.00	\$33.00
2	60	\$27.11	\$8.68	\$1.73	\$0.00	\$37.52
3	70	\$31.63	\$8.68	\$14.78	\$0.00	\$55.09
4	75	\$33.89	\$8.68	\$14.78	\$0.00	\$57.35
5	80	\$36.14	\$8.68	\$16.51	\$0.00	\$61.33
6	80	\$36.14	\$8.68	\$16.51	\$0.00	\$61.33
7	90	\$40.66	\$8.68	\$18.24	\$0.00	\$67.58
8	90	\$40.66	\$8.68	\$18.24	\$0.00	\$67.58

Notes:

% Indentured After 10/1/17; 45/45/55/55/70/70/80/80
Step 1&2 \$30.45/ 3&4 \$36.57/ 5&6 \$56.36/ 7&8 \$62.54

Apprentice to Journeyworker Ratio:1:5

CARPENTER WOOD FRAME <i>CARPENTERS-ZONE 3 (Wood Frame)</i>	04/01/2022	\$23.66	\$7.21	\$4.80	\$0.00	\$35.67
	04/01/2023	\$24.16	\$7.21	\$4.80	\$0.00	\$36.17

All Aspects of New Wood Frame Work

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - CARPENTER (Wood Frame) - Zone 3

Effective Date - 04/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$14.20	\$7.21	\$0.00	\$0.00	\$21.41
2	60	\$14.20	\$7.21	\$0.00	\$0.00	\$21.41
3	65	\$15.38	\$7.21	\$0.00	\$0.00	\$22.59
4	70	\$16.56	\$7.21	\$0.00	\$0.00	\$23.77
5	75	\$17.75	\$7.21	\$3.80	\$0.00	\$28.76
6	80	\$18.93	\$7.21	\$3.80	\$0.00	\$29.94
7	85	\$20.11	\$7.21	\$3.80	\$0.00	\$31.12
8	90	\$21.29	\$7.21	\$3.80	\$0.00	\$32.30

Effective Date - 04/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$14.50	\$7.21	\$0.00	\$0.00	\$21.71
2	60	\$14.50	\$7.21	\$0.00	\$0.00	\$21.71
3	65	\$15.70	\$7.21	\$0.00	\$0.00	\$22.91
4	70	\$16.91	\$7.21	\$0.00	\$0.00	\$24.12
5	75	\$18.12	\$7.21	\$3.80	\$0.00	\$29.13
6	80	\$19.33	\$7.21	\$3.80	\$0.00	\$30.34
7	85	\$20.54	\$7.21	\$3.80	\$0.00	\$31.55
8	90	\$21.74	\$7.21	\$3.80	\$0.00	\$32.75

Notes:

% Indentured After 10/1/17; 45/45/55/55/70/70/80/80
 Step 1&2 \$17.86/ 3&4 \$20.22/ 5&6 \$27.57/ 7&8 \$29.94

Apprentice to Journeyworker Ratio:1:5

CEMENT MASONRY/PLASTERING BRICKLAYERS LOCAL 3 (NEW BEDFORD)	01/01/2020	\$49.07	\$12.75	\$22.41	\$0.62	\$84.85
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Apprentice - CEMENT MASONRY/PLASTERING - Eastern Mass (New Bedford)

Effective Date - 01/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.54	\$12.75	\$15.41	\$0.00	\$52.70
2	60	\$29.44	\$12.75	\$17.41	\$0.62	\$60.22
3	65	\$31.90	\$12.75	\$18.41	\$0.62	\$63.68
4	70	\$34.35	\$12.75	\$19.41	\$0.62	\$67.13
5	75	\$36.80	\$12.75	\$20.41	\$0.62	\$70.58
6	80	\$39.26	\$12.75	\$21.41	\$0.62	\$74.04
7	90	\$44.16	\$12.75	\$22.41	\$0.62	\$79.94

Notes:

Steps 3,4 are 500 hrs. All other steps are 1,000 hrs.

Apprentice to Journeyworker Ratio:1:3

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
CHAIN SAW OPERATOR LABORERS - ZONE 2	06/01/2022	\$36.56	\$9.10	\$16.64	\$0.00	\$62.30
	12/01/2022	\$37.41	\$9.10	\$16.64	\$0.00	\$63.15
	06/01/2023	\$38.31	\$9.10	\$16.64	\$0.00	\$64.05
	12/01/2023	\$39.21	\$9.10	\$16.64	\$0.00	\$64.95
For apprentice rates see "Apprentice- LABORER"						
CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES OPERATING ENGINEERS LOCAL 4	12/01/2021	\$52.38	\$14.00	\$16.05	\$0.00	\$82.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
COMPRESSOR OPERATOR OPERATING ENGINEERS LOCAL 4	12/01/2021	\$33.69	\$14.00	\$16.05	\$0.00	\$63.74
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DELEADER (BRIDGE) PAINTERS LOCAL 35 - ZONE 2	07/01/2022	\$54.86	\$8.65	\$23.05	\$0.00	\$86.56
	01/01/2023	\$56.06	\$8.65	\$23.05	\$0.00	\$87.76
	07/01/2023	\$57.26	\$8.65	\$23.05	\$0.00	\$88.96
	01/01/2024	\$58.46	\$8.65	\$23.05	\$0.00	\$90.16
	07/01/2024	\$59.66	\$8.65	\$23.05	\$0.00	\$91.36
	01/01/2025	\$60.86	\$8.65	\$23.05	\$0.00	\$92.56

Apprentice - PAINTER Local 35 - BRIDGES/TANKS

Effective Date - 07/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$27.43	\$8.65	\$0.00	\$0.00	\$36.08
2	55	\$30.17	\$8.65	\$6.27	\$0.00	\$45.09
3	60	\$32.92	\$8.65	\$6.84	\$0.00	\$48.41
4	65	\$35.66	\$8.65	\$7.41	\$0.00	\$51.72
5	70	\$38.40	\$8.65	\$19.63	\$0.00	\$66.68
6	75	\$41.15	\$8.65	\$20.20	\$0.00	\$70.00
7	80	\$43.89	\$8.65	\$20.77	\$0.00	\$73.31
8	90	\$49.37	\$8.65	\$21.91	\$0.00	\$79.93

Effective Date - 01/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$28.03	\$8.65	\$0.00	\$0.00	\$36.68
2	55	\$30.83	\$8.65	\$6.27	\$0.00	\$45.75
3	60	\$33.64	\$8.65	\$6.84	\$0.00	\$49.13
4	65	\$36.44	\$8.65	\$7.41	\$0.00	\$52.50
5	70	\$39.24	\$8.65	\$19.63	\$0.00	\$67.52
6	75	\$42.05	\$8.65	\$20.20	\$0.00	\$70.90
7	80	\$44.85	\$8.65	\$20.77	\$0.00	\$74.27
8	90	\$50.45	\$8.65	\$21.91	\$0.00	\$81.01

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
DEMO: ADZEMAN <i>LABORERS - ZONE 2</i>	06/01/2022	\$42.33	\$9.10	\$17.57	\$0.00	\$69.00
	12/01/2022	\$43.33	\$9.10	\$17.57	\$0.00	\$70.00
	06/01/2023	\$44.33	\$9.10	\$17.57	\$0.00	\$71.00
	12/01/2023	\$45.58	\$9.10	\$17.57	\$0.00	\$72.25
For apprentice rates see "Apprentice- LABORER"						
DEMO: BACKHOE/LOADER/HAMMER OPERATOR <i>LABORERS - ZONE 2</i>	06/01/2022	\$43.33	\$9.10	\$17.57	\$0.00	\$70.00
	12/01/2022	\$44.33	\$9.10	\$17.57	\$0.00	\$71.00
	06/01/2023	\$45.33	\$9.10	\$17.57	\$0.00	\$72.00
	12/01/2023	\$46.58	\$9.10	\$17.57	\$0.00	\$73.25
For apprentice rates see "Apprentice- LABORER"						
DEMO: BURNERS <i>LABORERS - ZONE 2</i>	06/01/2022	\$43.08	\$9.10	\$17.57	\$0.00	\$69.75
	12/01/2022	\$44.08	\$9.10	\$17.57	\$0.00	\$70.75
	06/01/2023	\$45.08	\$9.10	\$17.57	\$0.00	\$71.75
	12/01/2023	\$46.33	\$9.10	\$17.57	\$0.00	\$73.00
For apprentice rates see "Apprentice- LABORER"						
DEMO: CONCRETE CUTTER/SAWYER <i>LABORERS - ZONE 2</i>	06/01/2022	\$43.33	\$9.10	\$17.57	\$0.00	\$70.00
	12/01/2022	\$44.33	\$9.10	\$17.57	\$0.00	\$71.00
	06/01/2023	\$45.33	\$9.10	\$17.57	\$0.00	\$72.00
	12/01/2023	\$46.58	\$9.10	\$17.57	\$0.00	\$73.25
For apprentice rates see "Apprentice- LABORER"						
DEMO: JACKHAMMER OPERATOR <i>LABORERS - ZONE 2</i>	06/01/2022	\$43.08	\$9.10	\$17.57	\$0.00	\$69.75
	12/01/2022	\$44.08	\$9.10	\$17.57	\$0.00	\$70.75
	06/01/2023	\$45.08	\$9.10	\$17.57	\$0.00	\$71.75
	12/01/2023	\$46.33	\$9.10	\$17.57	\$0.00	\$73.00
For apprentice rates see "Apprentice- LABORER"						
DEMO: WRECKING LABORER <i>LABORERS - ZONE 2</i>	06/01/2022	\$42.33	\$9.10	\$17.57	\$0.00	\$69.00
	12/01/2022	\$43.33	\$9.10	\$17.57	\$0.00	\$70.00
	06/01/2023	\$44.33	\$9.10	\$17.57	\$0.00	\$71.00
	12/01/2023	\$45.58	\$9.10	\$17.57	\$0.00	\$72.25
For apprentice rates see "Apprentice- LABORER"						
DIRECTIONAL DRILL MACHINE OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$50.83	\$14.00	\$16.05	\$0.00	\$80.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DIVER <i>PILE DRIVER LOCAL 56 (ZONE 2)</i>	08/01/2020	\$68.70	\$9.40	\$23.12	\$0.00	\$101.22
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER TENDER <i>PILE DRIVER LOCAL 56 (ZONE 2)</i>	08/01/2020	\$49.07	\$9.40	\$23.12	\$0.00	\$81.59
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER TENDER (EFFLUENT) <i>PILE DRIVER LOCAL 56 (ZONE 2)</i>	08/01/2020	\$73.60	\$9.40	\$23.12	\$0.00	\$106.12
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER/SLURRY (EFFLUENT) <i>PILE DRIVER LOCAL 56 (ZONE 2)</i>	08/01/2020	\$103.05	\$9.40	\$23.12	\$0.00	\$135.57
For apprentice rates see "Apprentice- PILE DRIVER"						
DRAWBRIDGE OPERATOR (Construction) <i>DRAWBRIDGE - SEIU LOCAL 888</i>	07/01/2020	\$26.77	\$6.67	\$3.93	\$0.16	\$37.53

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
ELECTRICIAN	03/01/2022	\$44.89	\$11.25	\$15.51	\$0.00	\$71.65
ELECTRICIANS LOCAL 223	09/01/2022	\$46.35	\$11.50	\$16.18	\$0.00	\$74.03
	09/01/2023	\$47.87	\$11.75	\$16.86	\$0.00	\$76.48

Apprentice - ELECTRICIAN - Local 223

Effective Date - 03/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$17.96	\$11.25	\$0.54	\$0.00	\$29.75
2	45	\$20.20	\$11.25	\$0.61	\$0.00	\$32.06
3	50	\$22.45	\$11.25	\$0.67	\$0.00	\$34.37
4	55	\$24.69	\$11.25	\$6.93	\$0.00	\$42.87
5	60	\$26.93	\$11.25	\$7.42	\$0.00	\$45.60
6	65	\$29.18	\$11.25	\$7.88	\$0.00	\$48.31
7	70	\$31.42	\$11.25	\$8.41	\$0.00	\$51.08
8	75	\$33.67	\$11.25	\$8.91	\$0.00	\$53.83

Effective Date - 09/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$18.54	\$11.50	\$0.56	\$0.00	\$30.60
2	45	\$20.86	\$11.50	\$0.63	\$0.00	\$32.99
3	50	\$23.18	\$11.50	\$0.70	\$0.00	\$35.38
4	55	\$25.49	\$11.50	\$7.35	\$0.00	\$44.34
5	60	\$27.81	\$11.50	\$7.86	\$0.00	\$47.17
6	65	\$30.13	\$11.50	\$8.37	\$0.00	\$50.00
7	70	\$32.45	\$11.50	\$8.89	\$0.00	\$52.84
8	75	\$34.76	\$11.50	\$9.40	\$0.00	\$55.66

Notes:

Apprentice to Journeyworker Ratio:2:3***

ELEVATOR CONSTRUCTOR	01/01/2022	\$65.62	\$16.03	\$20.21	\$0.00	\$101.86
ELEVATOR CONSTRUCTORS LOCAL 4						

Apprentice - ELEVATOR CONSTRUCTOR - Local 4

Effective Date - 01/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$32.81	\$16.03	\$0.00	\$0.00	\$48.84
2	55	\$36.09	\$16.03	\$20.21	\$0.00	\$72.33
3	65	\$42.65	\$16.03	\$20.21	\$0.00	\$78.89
4	70	\$45.93	\$16.03	\$20.21	\$0.00	\$82.17
5	80	\$52.50	\$16.03	\$20.21	\$0.00	\$88.74

Notes:

Steps 1-2 are 6 mos.; Steps 3-5 are 1 year

Apprentice to Journeyworker Ratio:1:1

ELEVATOR CONSTRUCTOR HELPER <i>ELEVATOR CONSTRUCTORS LOCAL 4</i>	01/01/2022	\$45.93	\$16.03	\$20.21	\$0.00	\$82.17
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For apprentice rates see "Apprentice - ELEVATOR CONSTRUCTOR"

FENCE & GUARD RAIL ERECTOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2021	\$35.66	\$9.10	\$16.64	\$0.00	\$61.40
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For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"

FIELD ENG.INST.PERSON-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	05/01/2022	\$47.18	\$14.00	\$16.05	\$0.00	\$77.23
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For apprentice rates see "Apprentice- OPERATING ENGINEERS"

FIELD ENG.PARTY CHIEF-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	05/01/2022	\$48.72	\$14.00	\$16.05	\$0.00	\$78.77
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For apprentice rates see "Apprentice- OPERATING ENGINEERS"

FIELD ENG.ROD PERSON-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	05/01/2022	\$23.33	\$14.00	\$16.05	\$0.00	\$53.38
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For apprentice rates see "Apprentice- OPERATING ENGINEERS"

FIRE ALARM INSTALLER <i>ELECTRICIANS LOCAL 223</i>	09/01/2020	\$43.66	\$10.90	\$14.66	\$0.00	\$69.22
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For apprentice rates see "Apprentice- ELECTRICIAN"

FIRE ALARM REPAIR / MAINTENANCE <i>/ COMMISSIONINGELECTRICIANS</i>	09/01/2020	\$36.86	\$10.90	\$12.45	\$0.00	\$60.21
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LOCAL 223

For apprentice rates see "Apprentice- TELECOMMUNICATIONS TECHNICIAN"

FIREMAN (ASST. ENGINEER) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$41.76	\$14.00	\$16.05	\$0.00	\$71.81
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For apprentice rates see "Apprentice- OPERATING ENGINEERS"

FLAGGER & SIGNALER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2021	\$24.50	\$9.10	\$16.64	\$0.00	\$50.24
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For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"

FLOORCOVERER <i>FLOORCOVERERS LOCAL 2168 ZONE II</i>	03/01/2022	\$47.62	\$8.68	\$20.27	\$0.00	\$76.57
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Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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Apprentice - FLOORCOVERER - Local 2168 Zone II

Effective Date - 03/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.81	\$8.68	\$1.79	\$0.00	\$34.28
2	55	\$26.19	\$8.68	\$1.79	\$0.00	\$36.66
3	60	\$28.57	\$8.68	\$14.90	\$0.00	\$52.15
4	65	\$30.95	\$8.68	\$14.90	\$0.00	\$54.53
5	70	\$33.33	\$8.68	\$16.69	\$0.00	\$58.70
6	75	\$35.72	\$8.68	\$16.69	\$0.00	\$61.09
7	80	\$38.10	\$8.68	\$18.48	\$0.00	\$65.26
8	85	\$40.48	\$8.68	\$18.48	\$0.00	\$67.64

Notes: Steps are 750 hrs.
 % After 10/1/17; 45/45/55/55/70/70/80/80 (1500hr Steps)
 Step 1&2 \$31.90/ 3&4 \$38.39/ 5&6 \$58.70/ 7&8 \$65.26

Apprentice to Journeyworker Ratio:1:1

FORK LIFT/CHERRY PICKER <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$51.38	\$14.00	\$16.05	\$0.00	\$81.43
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For apprentice rates see "Apprentice- OPERATING ENGINEERS"

GENERATOR/LIGHTING PLANT/HEATERS <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$33.69	\$14.00	\$16.05	\$0.00	\$63.74
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For apprentice rates see "Apprentice- OPERATING ENGINEERS"

GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS) <i>GLAZIERS LOCAL 1333</i>	06/01/2020	\$39.18	\$10.80	\$10.45	\$0.00	\$60.43
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Apprentice - GLAZIER - Local 1333

Effective Date - 06/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.59	\$10.80	\$1.80	\$0.00	\$32.19
2	56	\$22.04	\$10.80	\$1.80	\$0.00	\$34.64
3	63	\$24.49	\$10.80	\$2.45	\$0.00	\$37.74
4	69	\$26.94	\$10.80	\$2.45	\$0.00	\$40.19
5	75	\$29.39	\$10.80	\$3.15	\$0.00	\$43.34
6	81	\$31.83	\$10.80	\$3.15	\$0.00	\$45.78
7	88	\$34.28	\$10.80	\$10.45	\$0.00	\$55.53
8	94	\$36.73	\$10.80	\$10.45	\$0.00	\$57.98

Notes:

Apprentice to Journeyworker Ratio:1:3

HOISTING ENGINEER/CRANES/GRADALLS <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$51.38	\$14.00	\$16.05	\$0.00	\$81.43
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Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Apprentice - OPERATING ENGINEERS - Local 4						
Effective Date - 12/01/2021						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$28.26	\$14.00	\$0.00	\$0.00	\$42.26
2	60	\$30.83	\$14.00	\$16.05	\$0.00	\$60.88
3	65	\$33.40	\$14.00	\$16.05	\$0.00	\$63.45
4	70	\$35.97	\$14.00	\$16.05	\$0.00	\$66.02
5	75	\$38.54	\$14.00	\$16.05	\$0.00	\$68.59
6	80	\$41.10	\$14.00	\$16.05	\$0.00	\$71.15
7	85	\$43.67	\$14.00	\$16.05	\$0.00	\$73.72
8	90	\$46.24	\$14.00	\$16.05	\$0.00	\$76.29
Notes:						
Apprentice to Journeyworker Ratio:1:6						
HVAC (DUCTWORK) SHEETMETAL WORKERS LOCAL 17 - B	04/01/2022	\$38.91	\$13.65	\$17.15	\$2.09	\$71.80
For apprentice rates see "Apprentice- SHEET METAL WORKER"						
HVAC (ELECTRICAL CONTROLS) ELECTRICIANS LOCAL 223	09/01/2020	\$43.66	\$10.90	\$14.66	\$0.00	\$69.22
For apprentice rates see "Apprentice- ELECTRICIAN"						
HVAC (TESTING AND BALANCING - AIR) SHEETMETAL WORKERS LOCAL 17 - B	04/01/2022	\$38.91	\$13.65	\$17.15	\$2.09	\$71.80
For apprentice rates see "Apprentice- SHEET METAL WORKER"						
HVAC (TESTING AND BALANCING -WATER) PLUMBERS & PIPEFITTERS LOCAL 51	08/30/2021	\$46.49	\$10.15	\$19.95	\$0.00	\$76.59
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
HVAC MECHANIC PLUMBERS & PIPEFITTERS LOCAL 51	08/30/2021	\$46.49	\$10.15	\$19.95	\$0.00	\$76.59
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
HYDRAULIC DRILLS LABORERS - ZONE 2	06/01/2022	\$37.06	\$9.10	\$16.64	\$0.00	\$62.80
	12/01/2022	\$37.91	\$9.10	\$16.64	\$0.00	\$63.65
	06/01/2023	\$38.81	\$9.10	\$16.64	\$0.00	\$64.55
	12/01/2023	\$39.71	\$9.10	\$16.64	\$0.00	\$65.45
For apprentice rates see "Apprentice- LABORER"						
HYDRAULIC DRILLS (HEAVY & HIGHWAY) LABORERS - ZONE 2 (HEAVY & HIGHWAY)	12/01/2021	\$36.16	\$9.10	\$16.64	\$0.00	\$61.90
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
INSULATOR (PIPES & TANKS) HEAT & FROST INSULATORS LOCAL 6 (BOSTON)	09/01/2021	\$51.40	\$13.80	\$17.14	\$0.00	\$82.34
	09/01/2022	\$53.85	\$13.80	\$17.14	\$0.00	\$84.79

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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Apprentice - ASBESTOS INSULATOR (Pipes & Tanks) - Local 6 Boston

Effective Date - 09/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.70	\$13.80	\$12.42	\$0.00	\$51.92
2	60	\$30.84	\$13.80	\$13.36	\$0.00	\$58.00
3	70	\$35.98	\$13.80	\$14.31	\$0.00	\$64.09
4	80	\$41.12	\$13.80	\$15.25	\$0.00	\$70.17

Effective Date - 09/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$26.93	\$13.80	\$12.42	\$0.00	\$53.15
2	60	\$32.31	\$13.80	\$13.36	\$0.00	\$59.47
3	70	\$37.70	\$13.80	\$14.31	\$0.00	\$65.81
4	80	\$43.08	\$13.80	\$15.25	\$0.00	\$72.13

Notes:

Steps are 1 year

Apprentice to Journeyworker Ratio:1:4

IRONWORKER/WELDER IRONWORKERS LOCAL 37	03/16/2021	\$42.46	\$7.70	\$17.10	\$0.00	\$67.26
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Apprentice - IRONWORKER - Local 37

Effective Date - 03/16/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	70	\$29.72	\$7.70	\$17.10	\$0.00	\$54.52
2	75	\$31.85	\$7.70	\$17.10	\$0.00	\$56.65
3	80	\$33.97	\$7.70	\$17.10	\$0.00	\$58.77
4	85	\$36.09	\$7.70	\$17.10	\$0.00	\$60.89
5	90	\$38.21	\$7.70	\$17.10	\$0.00	\$63.01
6	95	\$40.34	\$7.70	\$17.10	\$0.00	\$65.14

Notes:

Apprentice to Journeyworker Ratio:1:4

JACKHAMMER & PAVING BREAKER OPERATOR LABORERS - ZONE 2	06/01/2022	\$36.56	\$9.10	\$16.64	\$0.00	\$62.30
	12/01/2022	\$37.41	\$9.10	\$16.64	\$0.00	\$63.15
	06/01/2023	\$38.31	\$9.10	\$16.64	\$0.00	\$64.05
	12/01/2023	\$39.21	\$9.10	\$16.64	\$0.00	\$64.95

For apprentice rates see "Apprentice- LABORER"

LABORER LABORERS - ZONE 2	06/01/2022	\$36.31	\$9.10	\$16.64	\$0.00	\$62.05
	12/01/2022	\$37.16	\$9.10	\$16.64	\$0.00	\$62.90
	06/01/2023	\$38.06	\$9.10	\$16.64	\$0.00	\$63.80
	12/01/2023	\$38.96	\$9.10	\$16.64	\$0.00	\$64.70

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - LABORER - Zone 2

Effective Date - 06/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$21.79	\$9.10	\$16.64	\$0.00	\$47.53
2	70	\$25.42	\$9.10	\$16.64	\$0.00	\$51.16
3	80	\$29.05	\$9.10	\$16.64	\$0.00	\$54.79
4	90	\$32.68	\$9.10	\$16.64	\$0.00	\$58.42

Effective Date - 12/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$22.30	\$9.10	\$16.64	\$0.00	\$48.04
2	70	\$26.01	\$9.10	\$16.64	\$0.00	\$51.75
3	80	\$29.73	\$9.10	\$16.64	\$0.00	\$55.47
4	90	\$33.44	\$9.10	\$16.64	\$0.00	\$59.18

Notes:

Apprentice to Journeyworker Ratio:1:5

LABORER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2021	\$35.41	\$9.10	\$16.64	\$0.00	\$61.15
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Apprentice - LABORER (Heavy & Highway) - Zone 2

Effective Date - 12/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$21.25	\$9.10	\$16.64	\$0.00	\$46.99
2	70	\$24.79	\$9.10	\$16.64	\$0.00	\$50.53
3	80	\$28.33	\$9.10	\$16.64	\$0.00	\$54.07
4	90	\$31.87	\$9.10	\$16.64	\$0.00	\$57.61

Notes:

Apprentice to Journeyworker Ratio:1:5

LABORER: CARPENTER TENDER <i>LABORERS - ZONE 2</i>	06/01/2022	\$36.31	\$9.10	\$16.64	\$0.00	\$62.05
	12/01/2022	\$37.16	\$9.10	\$16.64	\$0.00	\$62.90
	06/01/2023	\$38.06	\$9.10	\$16.64	\$0.00	\$63.80
	12/01/2023	\$38.96	\$9.10	\$16.64	\$0.00	\$64.70

For apprentice rates see "Apprentice- LABORER"

LABORER: CEMENT FINISHER TENDER <i>LABORERS - ZONE 2</i>	06/01/2022	\$36.31	\$9.10	\$16.64	\$0.00	\$62.05
	12/01/2022	\$37.16	\$9.10	\$16.64	\$0.00	\$62.90
	06/01/2023	\$38.06	\$9.10	\$16.64	\$0.00	\$63.80
	12/01/2023	\$38.96	\$9.10	\$16.64	\$0.00	\$64.70

For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER <i>LABORERS - ZONE 2</i>	06/01/2022	\$36.40	\$9.10	\$16.70	\$0.00	\$62.20
	12/01/2022	\$37.25	\$9.10	\$16.70	\$0.00	\$63.05
	06/01/2023	\$38.15	\$9.10	\$16.70	\$0.00	\$63.95
	12/01/2023	\$39.05	\$9.10	\$16.70	\$0.00	\$64.85
For apprentice rates see "Apprentice- LABORER"						
LABORER: MASON TENDER <i>LABORERS - ZONE 2</i>	06/01/2022	\$36.56	\$9.10	\$16.64	\$0.00	\$62.30
	12/01/2022	\$37.41	\$9.10	\$16.64	\$0.00	\$63.15
	06/01/2023	\$38.31	\$9.10	\$16.64	\$0.00	\$64.05
	12/01/2023	\$39.21	\$9.10	\$16.64	\$0.00	\$64.95
For apprentice rates see "Apprentice- LABORER"						
LABORER: MASON TENDER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2021	\$35.66	\$9.10	\$16.64	\$0.00	\$61.40
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
LABORER: MULTI-TRADE TENDER <i>LABORERS - ZONE 2</i>	06/01/2022	\$36.31	\$9.10	\$16.64	\$0.00	\$62.05
	12/01/2022	\$37.16	\$9.10	\$16.64	\$0.00	\$62.90
	06/01/2023	\$38.06	\$9.10	\$16.64	\$0.00	\$63.80
	12/01/2023	\$38.96	\$9.10	\$16.64	\$0.00	\$64.70
For apprentice rates see "Apprentice- LABORER"						
LABORER: TREE REMOVER <i>LABORERS - ZONE 2</i>	06/01/2022	\$36.31	\$9.10	\$16.64	\$0.00	\$62.05
	12/01/2022	\$37.16	\$9.10	\$16.64	\$0.00	\$62.90
	06/01/2023	\$38.06	\$9.10	\$16.64	\$0.00	\$63.80
	12/01/2023	\$38.96	\$9.10	\$16.64	\$0.00	\$64.70
This classification applies to the removal of standing trees, and the trimming and removal of branches and limbs when related to public works construction or site clearance incidental to construction . For apprentice rates see "Apprentice- LABORER"						
LASER BEAM OPERATOR <i>LABORERS - ZONE 2</i>	06/01/2022	\$36.56	\$9.10	\$16.64	\$0.00	\$62.30
	12/01/2022	\$37.41	\$9.10	\$16.64	\$0.00	\$63.15
	06/01/2023	\$38.31	\$9.10	\$16.64	\$0.00	\$64.05
	12/01/2023	\$39.21	\$9.10	\$16.64	\$0.00	\$64.95
For apprentice rates see "Apprentice- LABORER"						
LASER BEAM OPERATOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2021	\$35.66	\$9.10	\$16.64	\$0.00	\$61.40
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
MARBLE & TILE FINISHERS <i>BRICKLAYERS LOCAL 3 - MARBLE & TILE</i>	02/01/2022	\$43.69	\$11.39	\$20.37	\$0.00	\$75.45

Apprentice - MARBLE & TILE FINISHER - Local 3 Marble & Tile

Effective Date - 02/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.85	\$11.39	\$20.37	\$0.00	\$53.61
2	60	\$26.21	\$11.39	\$20.37	\$0.00	\$57.97
3	70	\$30.58	\$11.39	\$20.37	\$0.00	\$62.34
4	80	\$34.95	\$11.39	\$20.37	\$0.00	\$66.71
5	90	\$39.32	\$11.39	\$20.37	\$0.00	\$71.08

Notes:

Apprentice to Journeyworker Ratio:1:3

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
MARBLE MASONS, TILELAYERS & TERRAZZO MECH <i>BRICKLAYERS LOCAL 3 - MARBLE & TILE</i>	02/01/2022	\$57.17	\$11.39	\$22.31	\$0.00	\$90.87

Apprentice - MARBLE-TILE-TERRAZZO MECHANIC - Local 3 Marble & Tile

Effective Date - 02/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$28.59	\$11.39	\$22.31	\$0.00	\$62.29
2	60	\$34.30	\$11.39	\$22.31	\$0.00	\$68.00
3	70	\$40.02	\$11.39	\$22.31	\$0.00	\$73.72
4	80	\$45.74	\$11.39	\$22.31	\$0.00	\$79.44
5	90	\$51.45	\$11.39	\$22.31	\$0.00	\$85.15

Notes:

Apprentice to Journeyworker Ratio:1:5

MECH. SWEEPER OPERATOR (ON CONST. SITES) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$50.83	\$14.00	\$16.05	\$0.00	\$80.88
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For apprentice rates see "Apprentice- OPERATING ENGINEERS"

MECHANICS MAINTENANCE <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$50.83	\$14.00	\$16.05	\$0.00	\$80.88
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For apprentice rates see "Apprentice- OPERATING ENGINEERS"

MILLWRIGHT (Zone 2) <i>MILLWRIGHTS LOCAL 1121 - Zone 2</i>	01/03/2022	\$40.67	\$8.58	\$21.57	\$0.00	\$70.82
	01/02/2023	\$41.92	\$8.58	\$21.57	\$0.00	\$72.07

Apprentice - MILLWRIGHT - Local 1121 Zone 2

Effective Date - 01/03/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$22.37	\$8.58	\$5.72	\$0.00	\$36.67
2	65	\$26.44	\$8.58	\$17.93	\$0.00	\$52.95
3	75	\$30.50	\$8.58	\$18.98	\$0.00	\$58.06
4	85	\$34.57	\$8.58	\$20.01	\$0.00	\$63.16

Effective Date - 01/02/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$23.06	\$8.58	\$5.72	\$0.00	\$37.36
2	65	\$27.25	\$8.58	\$17.93	\$0.00	\$53.76
3	75	\$31.44	\$8.58	\$18.98	\$0.00	\$59.00
4	85	\$35.63	\$8.58	\$20.01	\$0.00	\$64.22

Notes: Step 1&2 Appr. indentured after 1/6/2020 receive no pension, but do receive annuity. (Step 1 \$5.72, Step 2 \$6.66)
Steps are 2,000 hours

Apprentice to Journeyworker Ratio:1:4

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
MORTAR MIXER <i>LABORERS - ZONE 2</i>	06/01/2022	\$36.56	\$9.10	\$16.64	\$0.00	\$62.30
	12/01/2022	\$37.41	\$9.10	\$16.64	\$0.00	\$63.15
	06/01/2023	\$38.31	\$9.10	\$16.64	\$0.00	\$64.05
	12/01/2023	\$39.21	\$9.10	\$16.64	\$0.00	\$64.95
For apprentice rates see "Apprentice- LABORER"						
OILER (OTHER THAN TRUCK CRANES,GRADALLS) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$23.48	\$14.00	\$16.05	\$0.00	\$53.53
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
OILER (TRUCK CRANES, GRADALLS) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$28.44	\$14.00	\$16.05	\$0.00	\$58.49
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
OTHER POWER DRIVEN EQUIPMENT - CLASS II <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$50.83	\$14.00	\$16.05	\$0.00	\$80.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PAINTER (BRIDGES/TANKS) <i>PAINTERS LOCAL 35 - ZONE 2</i>	07/01/2022	\$54.86	\$8.65	\$23.05	\$0.00	\$86.56
	01/01/2023	\$56.06	\$8.65	\$23.05	\$0.00	\$87.76
	07/01/2023	\$57.26	\$8.65	\$23.05	\$0.00	\$88.96
	01/01/2024	\$58.46	\$8.65	\$23.05	\$0.00	\$90.16
	07/01/2024	\$59.66	\$8.65	\$23.05	\$0.00	\$91.36
	01/01/2025	\$60.86	\$8.65	\$23.05	\$0.00	\$92.56

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PAINTER Local 35 - BRIDGES/TANKS

Effective Date - 07/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$27.43	\$8.65	\$0.00	\$0.00	\$36.08
2	55	\$30.17	\$8.65	\$6.27	\$0.00	\$45.09
3	60	\$32.92	\$8.65	\$6.84	\$0.00	\$48.41
4	65	\$35.66	\$8.65	\$7.41	\$0.00	\$51.72
5	70	\$38.40	\$8.65	\$19.63	\$0.00	\$66.68
6	75	\$41.15	\$8.65	\$20.20	\$0.00	\$70.00
7	80	\$43.89	\$8.65	\$20.77	\$0.00	\$73.31
8	90	\$49.37	\$8.65	\$21.91	\$0.00	\$79.93

Effective Date - 01/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$28.03	\$8.65	\$0.00	\$0.00	\$36.68
2	55	\$30.83	\$8.65	\$6.27	\$0.00	\$45.75
3	60	\$33.64	\$8.65	\$6.84	\$0.00	\$49.13
4	65	\$36.44	\$8.65	\$7.41	\$0.00	\$52.50
5	70	\$39.24	\$8.65	\$19.63	\$0.00	\$67.52
6	75	\$42.05	\$8.65	\$20.20	\$0.00	\$70.90
7	80	\$44.85	\$8.65	\$20.77	\$0.00	\$74.27
8	90	\$50.45	\$8.65	\$21.91	\$0.00	\$81.01

Notes:
Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER (SPRAY OR SANDBLAST, NEW) *	07/01/2022	\$45.76	\$8.65	\$23.05	\$0.00	\$77.46
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used. PAINTERS LOCAL 35 - ZONE 2	01/01/2023	\$46.96	\$8.65	\$23.05	\$0.00	\$78.66
	07/01/2023	\$48.16	\$8.65	\$23.05	\$0.00	\$79.86
	01/01/2024	\$49.36	\$8.65	\$23.05	\$0.00	\$81.06
	07/01/2024	\$50.56	\$8.65	\$23.05	\$0.00	\$82.26
	01/01/2025	\$51.76	\$8.65	\$23.05	\$0.00	\$83.46

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PAINTER Local 35 Zone 2 - Spray/Sandblast - New

Effective Date - 07/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.88	\$8.65	\$0.00	\$0.00	\$31.53
2	55	\$25.17	\$8.65	\$6.27	\$0.00	\$40.09
3	60	\$27.46	\$8.65	\$6.84	\$0.00	\$42.95
4	65	\$29.74	\$8.65	\$7.41	\$0.00	\$45.80
5	70	\$32.03	\$8.65	\$19.63	\$0.00	\$60.31
6	75	\$34.32	\$8.65	\$20.20	\$0.00	\$63.17
7	80	\$36.61	\$8.65	\$20.77	\$0.00	\$66.03
8	90	\$41.18	\$8.65	\$21.91	\$0.00	\$71.74

Effective Date - 01/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.48	\$8.65	\$0.00	\$0.00	\$32.13
2	55	\$25.83	\$8.65	\$6.27	\$0.00	\$40.75
3	60	\$28.18	\$8.65	\$6.84	\$0.00	\$43.67
4	65	\$30.52	\$8.65	\$7.41	\$0.00	\$46.58
5	70	\$32.87	\$8.65	\$19.63	\$0.00	\$61.15
6	75	\$35.22	\$8.65	\$20.20	\$0.00	\$64.07
7	80	\$37.57	\$8.65	\$20.77	\$0.00	\$66.99
8	90	\$42.26	\$8.65	\$21.91	\$0.00	\$72.82

Notes:
Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER (SPRAY OR SANDBLAST, REPAINT)	07/01/2022	\$43.82	\$8.65	\$23.05	\$0.00	\$75.52
PAINTERS LOCAL 35 - ZONE 2	01/01/2023	\$45.02	\$8.65	\$23.05	\$0.00	\$76.72
	07/01/2023	\$46.22	\$8.65	\$23.05	\$0.00	\$77.92
	01/01/2024	\$47.42	\$8.65	\$23.05	\$0.00	\$79.12
	07/01/2024	\$48.62	\$8.65	\$23.05	\$0.00	\$80.32
	01/01/2025	\$49.82	\$8.65	\$23.05	\$0.00	\$81.52

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PAINTER Local 35 Zone 2 - Spray/Sandblast - Repaint

Effective Date - 07/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.91	\$8.65	\$0.00	\$0.00	\$30.56
2	55	\$24.10	\$8.65	\$6.27	\$0.00	\$39.02
3	60	\$26.29	\$8.65	\$6.84	\$0.00	\$41.78
4	65	\$28.48	\$8.65	\$7.41	\$0.00	\$44.54
5	70	\$30.67	\$8.65	\$19.63	\$0.00	\$58.95
6	75	\$32.87	\$8.65	\$20.20	\$0.00	\$61.72
7	80	\$35.06	\$8.65	\$20.77	\$0.00	\$64.48
8	90	\$39.44	\$8.65	\$21.91	\$0.00	\$70.00

Effective Date - 01/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.51	\$8.65	\$0.00	\$0.00	\$31.16
2	55	\$24.76	\$8.65	\$6.27	\$0.00	\$39.68
3	60	\$27.01	\$8.65	\$6.84	\$0.00	\$42.50
4	65	\$29.26	\$8.65	\$7.41	\$0.00	\$45.32
5	70	\$31.51	\$8.65	\$19.63	\$0.00	\$59.79
6	75	\$33.77	\$8.65	\$20.20	\$0.00	\$62.62
7	80	\$36.02	\$8.65	\$20.77	\$0.00	\$65.44
8	90	\$40.52	\$8.65	\$21.91	\$0.00	\$71.08

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER / TAPER (BRUSH, NEW) *	07/01/2022	\$44.36	\$8.65	\$23.05	\$0.00	\$76.06
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used. PAINTERS LOCAL 35 - ZONE 2	01/01/2023	\$45.56	\$8.65	\$23.05	\$0.00	\$77.26
	07/01/2023	\$46.76	\$8.65	\$23.05	\$0.00	\$78.46
	01/01/2024	\$47.96	\$8.65	\$23.05	\$0.00	\$79.66
	07/01/2024	\$49.16	\$8.65	\$23.05	\$0.00	\$80.86
	01/01/2025	\$50.36	\$8.65	\$23.05	\$0.00	\$82.06

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PAINTER - Local 35 Zone 2 - BRUSH NEW

Effective Date - 07/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.18	\$8.65	\$0.00	\$0.00	\$30.83
2	55	\$24.40	\$8.65	\$6.27	\$0.00	\$39.32
3	60	\$26.62	\$8.65	\$6.84	\$0.00	\$42.11
4	65	\$28.83	\$8.65	\$7.41	\$0.00	\$44.89
5	70	\$31.05	\$8.65	\$19.63	\$0.00	\$59.33
6	75	\$33.27	\$8.65	\$20.20	\$0.00	\$62.12
7	80	\$35.49	\$8.65	\$20.77	\$0.00	\$64.91
8	90	\$39.92	\$8.65	\$21.91	\$0.00	\$70.48

Effective Date - 01/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.78	\$8.65	\$0.00	\$0.00	\$31.43
2	55	\$25.06	\$8.65	\$6.27	\$0.00	\$39.98
3	60	\$27.34	\$8.65	\$6.84	\$0.00	\$42.83
4	65	\$29.61	\$8.65	\$7.41	\$0.00	\$45.67
5	70	\$31.89	\$8.65	\$19.63	\$0.00	\$60.17
6	75	\$34.17	\$8.65	\$20.20	\$0.00	\$63.02
7	80	\$36.45	\$8.65	\$20.77	\$0.00	\$65.87
8	90	\$41.00	\$8.65	\$21.91	\$0.00	\$71.56

Notes:
Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

Painter / Taper (BRUSH, REPAINT)	07/01/2022	\$42.42	\$8.65	\$23.05	\$0.00	\$74.12
PAINTERS LOCAL 35 - ZONE 2	01/01/2023	\$43.62	\$8.65	\$23.05	\$0.00	\$75.32
	07/01/2023	\$44.82	\$8.65	\$23.05	\$0.00	\$76.52
	01/01/2024	\$46.02	\$8.65	\$23.05	\$0.00	\$77.72
	07/01/2024	\$47.22	\$8.65	\$23.05	\$0.00	\$78.92
	01/01/2025	\$48.42	\$8.65	\$23.05	\$0.00	\$80.12

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PAINTER Local 35 Zone 2 - BRUSH REPAINT

Effective Date - 07/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.21	\$8.65	\$0.00	\$0.00	\$29.86
2	55	\$23.33	\$8.65	\$6.27	\$0.00	\$38.25
3	60	\$25.45	\$8.65	\$6.84	\$0.00	\$40.94
4	65	\$27.57	\$8.65	\$7.41	\$0.00	\$43.63
5	70	\$29.69	\$8.65	\$19.63	\$0.00	\$57.97
6	75	\$31.82	\$8.65	\$20.20	\$0.00	\$60.67
7	80	\$33.94	\$8.65	\$20.77	\$0.00	\$63.36
8	90	\$38.18	\$8.65	\$21.91	\$0.00	\$68.74

Effective Date - 01/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.81	\$8.65	\$0.00	\$0.00	\$30.46
2	55	\$23.99	\$8.65	\$6.27	\$0.00	\$38.91
3	60	\$26.17	\$8.65	\$6.84	\$0.00	\$41.66
4	65	\$28.35	\$8.65	\$7.41	\$0.00	\$44.41
5	70	\$30.53	\$8.65	\$19.63	\$0.00	\$58.81
6	75	\$32.72	\$8.65	\$20.20	\$0.00	\$61.57
7	80	\$34.90	\$8.65	\$20.77	\$0.00	\$64.32
8	90	\$39.26	\$8.65	\$21.91	\$0.00	\$69.82

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER TRAFFIC MARKINGS (HEAVY/HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i> For apprentice rates see "Apprentice- LABORER (Heavy and Highway)	12/01/2021	\$35.41	\$9.10	\$16.64	\$0.00	\$61.15
PANEL & PICKUP TRUCKS DRIVER <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2021	\$35.78	\$13.41	\$16.01	\$0.00	\$65.20
PIER AND DOCK CONSTRUCTOR (UNDERPINNING AND DECK) <i>PILE DRIVER LOCAL 56 (ZONE 2)</i> For apprentice rates see "Apprentice- PILE DRIVER"	08/01/2020	\$46.11	\$9.40	\$23.12	\$0.00	\$78.63
PILE DRIVER <i>PILE DRIVER LOCAL 56 (ZONE 2)</i>	08/01/2020	\$46.11	\$9.40	\$23.12	\$0.00	\$78.63

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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Apprentice - PILE DRIVER - Local 56 Zone 2

Effective Date - 08/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Notes: Apprentice wages shall be no less than the following Steps;
(Same as set in Zone 1)
1 \$57.06/2 \$61.96/3 \$66.87/4 \$69.32/5 \$71.78/6 \$71.78/7 \$76.68/8 \$76.68

Apprentice to Journeyworker Ratio:1:5

PIPELAYER LABORERS - ZONE 2	06/01/2022	\$36.56	\$9.10	\$16.64	\$0.00	\$62.30
	12/01/2022	\$37.41	\$9.10	\$16.64	\$0.00	\$63.15
	06/01/2023	\$38.31	\$9.10	\$16.64	\$0.00	\$64.05
	12/01/2023	\$39.21	\$9.10	\$16.64	\$0.00	\$64.95

For apprentice rates see "Apprentice- LABORER"

PIPELAYER (HEAVY & HIGHWAY) LABORERS - ZONE 2 (HEAVY & HIGHWAY)	12/01/2021	\$35.66	\$9.10	\$16.64	\$0.00	\$61.40
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For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"

PLUMBER & PIPEFITTER PLUMBERS & PIPEFITTERS LOCAL 51	08/30/2021	\$46.49	\$10.15	\$19.95	\$0.00	\$76.59
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Apprentice - PLUMBER/PIPEFITTER - Local 51

Effective Date - 08/30/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$18.60	\$10.15	\$2.50	\$0.00	\$31.25
2	50	\$23.25	\$10.15	\$2.50	\$0.00	\$35.90
3	60	\$27.89	\$10.15	\$8.80	\$0.00	\$46.84
4	70	\$32.54	\$10.15	\$14.08	\$0.00	\$56.77
5	80	\$37.19	\$10.15	\$17.60	\$0.00	\$64.94

Notes:
Steps 2000hrs. Prior 9/1/05; 40/40/45/50/55/60/65/75/80/85

Apprentice to Journeyworker Ratio:1:3

PNEUMATIC CONTROLS (TEMP.) PLUMBERS & PIPEFITTERS LOCAL 51	08/30/2021	\$46.49	\$10.15	\$19.95	\$0.00	\$76.59
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For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"

PNEUMATIC DRILL/TOOL OPERATOR LABORERS - ZONE 2	06/01/2022	\$36.56	\$9.10	\$16.64	\$0.00	\$62.30
	12/01/2022	\$37.41	\$9.10	\$16.64	\$0.00	\$63.15
	06/01/2023	\$38.31	\$9.10	\$16.64	\$0.00	\$64.05
	12/01/2023	\$39.21	\$9.10	\$16.64	\$0.00	\$64.95

For apprentice rates see "Apprentice- LABORER"

PNEUMATIC DRILL/TOOL OPERATOR (HEAVY & HIGHWAY) LABORERS - ZONE 2 (HEAVY & HIGHWAY)	12/01/2021	\$35.66	\$9.10	\$16.64	\$0.00	\$61.40
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For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
POWDERMAN & BLASTER <i>LABORERS - ZONE 2</i>	06/01/2022	\$37.31	\$9.10	\$16.64	\$0.00	\$63.05
	12/01/2022	\$38.16	\$9.10	\$16.64	\$0.00	\$63.90
	06/01/2023	\$39.06	\$9.10	\$16.64	\$0.00	\$64.80
	12/01/2023	\$39.96	\$9.10	\$16.64	\$0.00	\$65.70
For apprentice rates see "Apprentice- LABORER"						
POWDERMAN & BLASTER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2021	\$36.41	\$9.10	\$16.64	\$0.00	\$62.15
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
POWER SHOVEL/DERRICK/TRENCHING MACHINE <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$51.38	\$14.00	\$16.05	\$0.00	\$81.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (CONCRETE) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$51.38	\$14.00	\$16.05	\$0.00	\$81.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (DEWATERING, OTHER) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$33.69	\$14.00	\$16.05	\$0.00	\$63.74
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
READY-MIX CONCRETE DRIVER <i>TEAMSTERS 653 - Southeastern Concrete (Weymouth)</i>	05/01/2022	\$24.50	\$12.91	\$6.90	\$0.00	\$44.31
	08/01/2022	\$24.50	\$13.41	\$6.90	\$0.00	\$44.81
	05/01/2023	\$25.00	\$13.41	\$6.90	\$0.00	\$45.31
	08/01/2023	\$25.00	\$13.91	\$6.90	\$0.00	\$45.81
RECLAIMERS <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$50.83	\$14.00	\$16.05	\$0.00	\$80.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
RIDE-ON MOTORIZED BUGGY OPERATOR <i>LABORERS - ZONE 2</i>	06/01/2022	\$36.56	\$9.10	\$16.64	\$0.00	\$62.30
	12/01/2022	\$37.41	\$9.10	\$16.64	\$0.00	\$63.15
	06/01/2023	\$38.31	\$9.10	\$16.64	\$0.00	\$64.05
	12/01/2023	\$39.21	\$9.10	\$16.64	\$0.00	\$64.95
For apprentice rates see "Apprentice- LABORER"						
ROLLER/SPREADER/MULCHING MACHINE <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$50.83	\$14.00	\$16.05	\$0.00	\$80.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
ROOFER (Inc.Roofers Waterproofing &Roofers Damproofg) <i>ROOFERS LOCAL 33</i>	02/01/2022	\$47.03	\$12.28	\$19.45	\$0.00	\$78.76

Apprentice - ROOFER - Local 33

Effective Date - 02/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.52	\$12.28	\$5.21	\$0.00	\$41.01
2	60	\$28.22	\$12.28	\$19.45	\$0.00	\$59.95
3	65	\$30.57	\$12.28	\$19.45	\$0.00	\$62.30
4	75	\$35.27	\$12.28	\$19.45	\$0.00	\$67.00
5	85	\$39.98	\$12.28	\$19.45	\$0.00	\$71.71

Notes: ** 1:5, 2:6-10, the 1:10; Reroofing: 1:4, then 1:1
Step 1 is 2000 hrs.; Steps 2-5 are 1000 hrs.
(Hot Pitch Mechanics' receive \$1.00 hr. above ROOFER)
Apprentice to Journeyworker Ratio:**

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
ROOFER SLATE / TILE / PRECAST CONCRETE <i>ROOFERS LOCAL 33</i>	02/01/2022	\$47.28	\$12.28	\$19.45	\$0.00	\$79.01
For apprentice rates see "Apprentice- ROOFER"						
SHEETMETAL WORKER <i>SHEETMETAL WORKERS LOCAL 17 - B</i>	04/01/2022	\$37.41	\$13.95	\$17.85	\$2.08	\$71.29

Apprentice - SHEET METAL WORKER - Local 17-B

Effective Date - 04/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$14.96	\$13.95	\$4.10	\$1.02	\$34.03
2	45	\$16.83	\$13.95	\$4.61	\$1.09	\$36.48
3	50	\$18.71	\$13.95	\$11.26	\$1.35	\$45.27
4	55	\$20.58	\$13.95	\$11.26	\$1.41	\$47.20
5	60	\$22.45	\$13.95	\$14.60	\$1.53	\$52.53
6	65	\$24.32	\$13.95	\$14.88	\$1.59	\$54.74
7	70	\$26.19	\$13.95	\$15.16	\$1.66	\$56.96
8	75	\$28.06	\$13.95	\$15.44	\$1.72	\$59.17
9	80	\$29.93	\$13.95	\$15.72	\$1.79	\$61.39
10	85	\$31.80	\$13.95	\$15.57	\$1.85	\$63.17

Notes:

Apprentice to Journeyworker Ratio:1:3

SPECIALIZED EARTH MOVING EQUIP < 35 TONS <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2021	\$36.24	\$13.41	\$16.01	\$0.00	\$65.66
SPECIALIZED EARTH MOVING EQUIP > 35 TONS <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2021	\$36.53	\$13.41	\$16.01	\$0.00	\$65.95
SPRINKLER FITTER <i>SPRINKLER FITTERS LOCAL 550 - (Section B) Zone 2</i>	03/01/2022	\$57.92	\$10.44	\$22.10	\$0.00	\$90.46
	10/01/2022	\$59.45	\$10.44	\$22.10	\$0.00	\$91.99
	03/01/2023	\$60.98	\$10.44	\$22.10	\$0.00	\$93.52
	10/01/2023	\$62.56	\$10.44	\$22.10	\$0.00	\$95.10
	03/01/2024	\$64.18	\$10.44	\$22.10	\$0.00	\$96.72
	10/01/2024	\$65.80	\$10.44	\$22.10	\$0.00	\$98.34
	03/01/2025	\$67.42	\$10.44	\$22.10	\$0.00	\$99.96

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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Apprentice - SPRINKLER FITTER - Local 550 (Section B) Zone 2

Effective Date - 03/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$20.27	\$10.44	\$12.35	\$0.00	\$43.06
2	40	\$23.17	\$10.44	\$13.10	\$0.00	\$46.71
3	45	\$26.06	\$10.44	\$13.85	\$0.00	\$50.35
4	50	\$28.96	\$10.44	\$14.60	\$0.00	\$54.00
5	55	\$31.86	\$10.44	\$15.35	\$0.00	\$57.65
6	60	\$34.75	\$10.44	\$16.10	\$0.00	\$61.29
7	65	\$37.65	\$10.44	\$16.85	\$0.00	\$64.94
8	70	\$40.54	\$10.44	\$17.60	\$0.00	\$68.58
9	75	\$43.44	\$10.44	\$18.35	\$0.00	\$72.23
10	80	\$46.34	\$10.44	\$19.10	\$0.00	\$75.88

Effective Date - 10/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$20.81	\$10.44	\$12.35	\$0.00	\$43.60
2	40	\$23.78	\$10.44	\$13.10	\$0.00	\$47.32
3	45	\$26.75	\$10.44	\$13.85	\$0.00	\$51.04
4	50	\$29.73	\$10.44	\$14.60	\$0.00	\$54.77
5	55	\$32.70	\$10.44	\$15.35	\$0.00	\$58.49
6	60	\$35.67	\$10.44	\$16.10	\$0.00	\$62.21
7	65	\$38.64	\$10.44	\$16.85	\$0.00	\$65.93
8	70	\$41.62	\$10.44	\$17.60	\$0.00	\$69.66
9	75	\$44.59	\$10.44	\$18.35	\$0.00	\$73.38
10	80	\$47.56	\$10.44	\$19.10	\$0.00	\$77.10

Notes: Apprentice entered prior 9/30/10:
40/45/50/55/60/65/70/75/80/85
Steps are 850 hours

Apprentice to Journeyworker Ratio:1:3

STEAM BOILER OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$50.83	\$14.00	\$16.05	\$0.00	\$80.88
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For apprentice rates see "Apprentice- OPERATING ENGINEERS"

TAMPERS, SELF-PROPELLED OR TRACTOR DRAWN <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$50.83	\$14.00	\$16.05	\$0.00	\$80.88
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For apprentice rates see "Apprentice- OPERATING ENGINEERS"

TELECOMMUNICATION TECHNICIAN <i>ELECTRICIANS LOCAL 223</i>	09/01/2021	\$37.63	\$11.25	\$13.17	\$0.00	\$62.05
	09/01/2022	\$38.16	\$11.25	\$13.31	\$0.00	\$62.72
	09/01/2023	\$39.40	\$11.50	\$13.91	\$0.00	\$64.81
	09/01/2024	\$40.69	\$11.75	\$14.53	\$0.00	\$66.97

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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Apprentice - TELECOMMUNICATION TECHNICIAN - Local 223

Effective Date - 09/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Notes: See Electrician Apprentice Wages

Telecom Apprentice Wages shall be the same as the Electrician Apprentice Wages

Apprentice to Journeyworker Ratio:2:3***

TERRAZZO FINISHERS <i>BRICKLAYERS LOCAL 3 - MARBLE & TILE</i>	02/01/2022	\$56.09	\$11.39	\$22.34	\$0.00	\$89.82
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Apprentice - TERRAZZO FINISHER - Local 3 Marble & Tile

Effective Date - 02/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$28.05	\$11.39	\$22.34	\$0.00	\$61.78
2	60	\$33.65	\$11.39	\$22.34	\$0.00	\$67.38
3	70	\$39.26	\$11.39	\$22.34	\$0.00	\$72.99
4	80	\$44.87	\$11.39	\$22.34	\$0.00	\$78.60
5	90	\$50.48	\$11.39	\$22.34	\$0.00	\$84.21

Notes:

Apprentice to Journeyworker Ratio:1:3

TEST BORING DRILLER <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2021	\$42.58	\$9.10	\$17.72	\$0.00	\$69.40
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For apprentice rates see "Apprentice- LABORER"

TEST BORING DRILLER HELPER <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2021	\$41.30	\$9.10	\$17.72	\$0.00	\$68.12
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For apprentice rates see "Apprentice- LABORER"

TEST BORING LABORER <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2021	\$41.18	\$9.10	\$17.72	\$0.00	\$68.00
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For apprentice rates see "Apprentice- LABORER"

TRACTORS/PORTABLE STEAM GENERATORS <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$50.83	\$14.00	\$16.05	\$0.00	\$80.88
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For apprentice rates see "Apprentice- OPERATING ENGINEERS"

TRAILERS FOR EARTH MOVING EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2021	\$36.82	\$13.41	\$16.01	\$0.00	\$66.24
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TUNNEL WORK - COMPRESSED AIR <i>LABORERS (COMPRESSED AIR)</i>	12/01/2021	\$53.41	\$9.10	\$18.17	\$0.00	\$80.68
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For apprentice rates see "Apprentice- LABORER"

TUNNEL WORK - COMPRESSED AIR (HAZ. WASTE) <i>LABORERS (COMPRESSED AIR)</i>	12/01/2021	\$55.41	\$9.10	\$18.17	\$0.00	\$82.68
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For apprentice rates see "Apprentice- LABORER"

TUNNEL WORK - FREE AIR <i>LABORERS (FREE AIR TUNNEL)</i>	12/01/2021	\$45.48	\$9.10	\$18.17	\$0.00	\$72.75
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For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TUNNEL WORK - FREE AIR (HAZ. WASTE) <i>LABORERS (FREE AIR TUNNEL)</i>	12/01/2021	\$47.48	\$9.10	\$18.17	\$0.00	\$74.75
For apprentice rates see "Apprentice- LABORER"						
VAC-HAUL <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2021	\$36.24	\$13.41	\$16.01	\$0.00	\$65.66
WAGON DRILL OPERATOR <i>LABORERS - ZONE 2</i>	06/01/2022	\$36.56	\$9.10	\$16.64	\$0.00	\$62.30
	12/01/2022	\$37.41	\$9.10	\$16.64	\$0.00	\$63.15
	06/01/2023	\$38.31	\$9.10	\$16.64	\$0.00	\$64.05
	12/01/2023	\$39.21	\$9.10	\$16.64	\$0.00	\$64.95
For apprentice rates see "Apprentice- LABORER"						
WAGON DRILL OPERATOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2021	\$35.66	\$9.10	\$16.64	\$0.00	\$61.40
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
WASTE WATER PUMP OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$51.38	\$14.00	\$16.05	\$0.00	\$81.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
WATER METER INSTALLER <i>PLUMBERS & PIPEFITTERS LOCAL 51</i>	08/30/2021	\$46.49	\$10.15	\$19.95	\$0.00	\$76.59
For apprentice rates see "Apprentice- PLUMBER/PIPEFITTER" or "PLUMBER/GASFITTER"						
Outside Electrical - East						
CABLE TECHNICIAN (Power Zone) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	08/30/2020	\$29.67	\$9.25	\$1.89	\$0.00	\$40.81
For apprentice rates see "Apprentice- LINEMAN"						
CABLEMAN (Underground Ducts & Cables) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	08/30/2020	\$42.03	\$9.25	\$10.27	\$0.00	\$61.55
For apprentice rates see "Apprentice- LINEMAN"						
DRIVER / GROUNDMAN CDL <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	08/30/2020	\$34.62	\$9.25	\$10.07	\$0.00	\$53.94
For apprentice rates see "Apprentice- LINEMAN"						
DRIVER / GROUNDMAN -Inexperienced (<2000 Hrs) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	08/30/2020	\$27.20	\$9.25	\$1.82	\$0.00	\$38.27
For apprentice rates see "Apprentice- LINEMAN"						
EQUIPMENT OPERATOR (Class A CDL) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	08/30/2020	\$42.03	\$9.25	\$14.35	\$0.00	\$65.63
For apprentice rates see "Apprentice- LINEMAN"						
EQUIPMENT OPERATOR (Class B CDL) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	08/30/2020	\$37.09	\$9.25	\$10.87	\$0.00	\$57.21
For apprentice rates see "Apprentice- LINEMAN"						
GROUNDMAN <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	08/30/2020	\$27.20	\$9.25	\$1.82	\$0.00	\$38.27
For apprentice rates see "Apprentice- LINEMAN"						
GROUNDMAN -Inexperienced (<2000 Hrs.) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	08/30/2020	\$22.25	\$9.25	\$1.82	\$0.00	\$33.32
For apprentice rates see "Apprentice- LINEMAN"						
JOURNEYMAN LINEMAN <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	08/30/2020	\$49.45	\$9.25	\$17.48	\$0.00	\$76.18

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - LINEMAN (Outside Electrical) - East Local 104

Effective Date - 08/30/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$29.67	\$9.25	\$3.39	\$0.00	\$42.31
2	65	\$32.14	\$9.25	\$3.46	\$0.00	\$44.85
3	70	\$34.62	\$9.25	\$3.54	\$0.00	\$47.41
4	75	\$37.09	\$9.25	\$5.11	\$0.00	\$51.45
5	80	\$39.56	\$9.25	\$5.19	\$0.00	\$54.00
6	85	\$42.03	\$9.25	\$5.26	\$0.00	\$56.54
7	90	\$44.51	\$9.25	\$7.34	\$0.00	\$61.10

Notes:

Apprentice to Journeyworker Ratio:1:2

TELEDATA CABLE SPLICER <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	02/04/2019	\$30.73	\$4.70	\$3.17	\$0.00	\$38.60
TELEDATA LINEMAN/EQUIPMENT OPERATOR <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	02/04/2019	\$28.93	\$4.70	\$3.14	\$0.00	\$36.77
TELEDATA WIREMAN/INSTALLER/TECHNICIAN <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	02/04/2019	\$28.93	\$4.70	\$3.14	\$0.00	\$36.77

Additional Apprentice Information:

Minimum wage rates for apprentices employed on public works projects are listed above as a percentage of the pre-determined hourly wage rate established by the Commissioner under the provisions of the M.G.L. c. 149, ss. 26-27D. Apprentice ratios are established by the Division of Apprenticeship Training pursuant to M.G.L. c. 23, ss. 11E-11L.

All apprentices must be registered with the Division of Apprenticeship Training in accordance with M.G.L. c. 23, ss. 11E-11L.

All steps are six months (1000 hours.)

Ratios are expressed in allowable number of apprentices to journeymen or fraction thereof, unless otherwise specified.

** Multiple ratios are listed in the comment field.

*** APP to JM; 1:1, 2:2, 2:3, 3:4, 4:4, 4:5, 4:6, 5:7, 6:7, 6:8, 6:9, 7:10, 8:10, 8:11, 8:12, 9:13, 10:13, 10:14, etc.

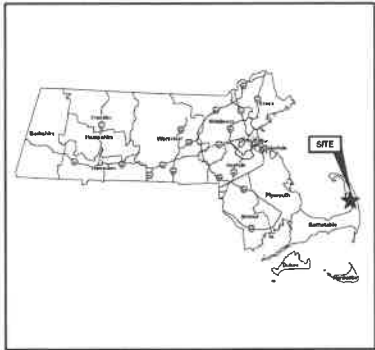
**** APP to JM; 1:1, 1:2, 2:3, 2:4, 3:5, 4:6, 4:7, 5:8, 6:9, 6:10, 7:11, 8:12, 8:13, 9:14, 10:15, 10:16, etc.

ATTACHMENT A
DRAWINGS

See Wellfleet Marina Fuel System Replacement Drawings
Sheets 1 of 9 through 9 of 9

FUEL DISPENSING REPLACEMENT FACILITY

TOWN OF WELFLEET
WELFLEET, MASSACHUSETTS
JULY 2022



SOURCE:
STATE/STATE IMAGE FILES

STATE / COUNTY MAP
NOT TO SCALE



SOURCE:
MAP TAKEN FROM WWW.NGIMBUSSE.DOV 1977, ACCESSED SEPTEMBER 06, 2020.

SITE LOCATION MAP
1" = 2500'

SHEET INDEX

SHEET NO.	DRAWING NO.	TITLE
1	D-01	COVER SHEET AND INDEX
2	D-02	GENERAL NOTES
3	C-01	EXISTING CONDITIONS PLAN
4	C-02	DEMOLITION & SEEDIMENTATION CONTROL PLAN
5	C-03	FUEL SYSTEM UPGRADE PLAN
6	C-04	TANK PLANS SECTIONS & DETAILS
7	C-05	DISPENSER STATION PLANS & DETAILS
8	R-01	EXISTING CONDITION PHOTOGRAPHS
9	R-02	EXISTING CONDITION PHOTOGRAPHS

LOCATION:

255 COMMERCIAL STREET, TOWN PIER
KENDRICK AVENUE AND COMMERCIAL STREET
WELFLEET, MA 02667

PREPARED FOR:

300 MAIN STREET
TOWN OF WELFLEET
WELFLEET, MASSACHUSETTS

PREPARED BY:

GEI CONSULTANTS, INC.
124 GROVE STREET
FRANKLIN, MA 02038
(774)277-6001



THIS DOCUMENT AND THE REVISIONS INCORPORATED HEREIN IS AN INSTRUMENT OF PROFESSIONAL SERVICE IS THE PROPERTY OF GEI CONSULTANTS AND IS NOT TO BE USED, IN WHOLE OR IN PART, FOR ANY OTHER PROJECT WITHOUT THE WRITTEN AUTHORIZATION OF GEI CONSULTANTS.

GEI PROJECT NO. 1906166

FOR BID

NO.	DATE	ISSUE/REVISION	APP.
1	7/1/2022	FOR BID	RJT

SHEET NO.

G-01

SHEET NO.

1 OF 9

SURVEY CONTROL AND BASELINE NOTES

- TOPOGRAPHIC DATA SHOWN HEREON WAS COLLECTED ON JANUARY 15, 2003 BY BOURNE CONSULTING ENGINEERING AND SITE OBSERVATIONS BY DCS CONSULTANTS DURING OCTOBER AND NOVEMBER 2005 AND CAN ONLY REFLECT CONDITIONS AS THEY EXISTED DURING THE TIME OF THE SURVEY AND OBSERVATIONS.
- COORDINATES ARE BASED ON MASSACHUSETTS (MAINLAND) STATE PLANE COORDINATE SYSTEM (NAD 83) AND ARE EXPRESSED IN FEET.
- VERTICAL DATUM FOR PROJECT IS MEAN LOW WATER DATUM (MLW). PROJECT BENCHMARK IS A NOAA TIDE DISK, NO. 180087, SET FLUSH IN 20"X20" CONCRETE PAD, SURROUNDED BY GUARDRAILS, NEAR THE ENTRANCE OF WELFLEET TOWN PIER.
- ELEVATIONS ARE SHOWN IN FEET AND TENTHS BASED ON A MEAN LOW WATER DATUM. POSITIVE VALUES REPRESENT DEPTH ABOVE THAT SAME PLANE. CONTRACTOR TO FIELD VERIFY AND IDENTIFY ANY DIFFERENCES FOR A SURVEY THIS OLD.

OSHA REQUIREMENTS

- PURSUANT TO M.G.L. C.30, A.38B, ANY PERSON BEING A CONTRACT TO WORK ON A PUBLIC BUILDING OR PUBLIC WORKS PROJECT ESTIMATED TO COST MORE THAN \$10,000, MUST CERTIFY UNDER THE PAINS AND PENALTIES OF PERJURY THAT ALL EMPLOYEES EMPLOYED ON THE WORKSITE, OR IN WORK SUBJECT TO THE BID, HAVE SUCCESSFULLY COMPLETED AT LEAST TEN HOURS OF OSHA APPROVED TRAINING, PROOF OF OSHA CERTIFICATION OF ALL WORKERS ON SITE WILL BE REQUIRED BY THE TOWN OF WELFLEET PRIOR TO THE START OF WORK.

UTILITIES

- UTILITY LOCATIONS ARE PROVIDED BY OTHERS AND SHOULD BE CONSIDERED APPROXIMATE. THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE.
- THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCURRED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES. ALL REPAIRS SHALL BE MADE AT THE CONTRACTOR'S EXPENSE. THE CONTRACTOR IS TO CONTACT "DIO SAFE" 72 HOURS PRIOR TO ANY EXCAVATION AT 811 OR 1-888-344-7233.

SITE PREPARATION

- CONTRACTOR SHALL COMPLETE TOPOGRAPHIC SURVEY WITHIN LIMITS OF WORK PRIOR TO START OF WORK TO DOCUMENT EXISTING CONDITIONS AND VERTICAL COORDINATES AND HORIZONTAL ELEVATIONS. LIMITS DEFINED ON PLANS.
- THE CONTRACTOR SHALL PROVIDE PHOTOGRAPHIC AND VIDEO RECORD OF EXISTING SITE CONDITIONS OF THE WORK AREA, BUILDINGS, MARINA, AND AREAS WITHIN AND DIRECTLY ADJACENT TO THE LIMITS OF WORK SHOWN ON THE PLANS.
- THE CONTRACTOR SHALL INSTALL ALL SIGNS PRIOR TO INITIATION OF CONSTRUCTION ACTIVITIES INCLUDING OWNER PROJECT SIGNAGE, DEP FILE NUMBER, AND STATE AND FEDERAL MANDATED SIGNAGE.
- CONTRACTOR SHALL HAVE IN-PLACE TRASH AND SANITARY FACILITIES FOR THE WORK PLACE.
- DISCOVERY OF INCONSISTENT SITE INFORMATION OR CONDITIONS SHALL BE IMMEDIATELY CONVEYED TO THE HARBORMASTER AND ENGINEER PRIOR TO COMMENCING OR CONTINUING CONSTRUCTION.
- THE CONTRACTOR SHALL FIELD VERIFY EXACT LOCATIONS OF UTILITIES AND EXISTING STRUCTURES.
- THE CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES OCCURRING AS A RESULT OF THE CONTRACTOR'S FAILURE TO LOCATE AND PROTECT UNDERGROUND UTILITIES AND STRUCTURES. ALL REPAIRS SHALL BE MADE AT THE CONTRACTOR'S EXPENSE.
- THE CONTRACTOR SHALL PROTECT ALL EXISTING STRUCTURES AND SHALL PERFORM THE WORK IN A MANNER THAT AVOIDS DAMAGE TO EXISTING STRUCTURES. STRUCTURES INCLUDE, BUT ARE NOT LIMITED TO, BUILDINGS, PIERS, BULKHEADS, FLOATS, BOAT RAMPS, AND RIPRAP SLOPES. CONTRACTOR SHALL REPAIR ANY DAMAGE AT NO ADDITIONAL COST TO THE TOWN.
- CONTRACTOR SHALL SUPPLY ALL NECESSARY TEMPORARY UTILITIES FOR CONSTRUCTION INCLUDING WATER, POWER, LIGHTING, DATA AND TELEPHONE.
- CONTRACTOR SHALL READ AND UNDERSTAND ALL REGULATORY CONDITIONS ASSOCIATED WITH THE PROJECT AND SHALL COMPLY WITH ALL ENVIRONMENTAL REQUIREMENTS AND RESULT CONDITIONS.
- CONTRACTOR IS RESPONSIBLE FOR SITE SAFETY AND SHALL PROVIDE SIGNAGE, TEMPORARY BARRIERS, FENCING, OR EQUIVALENT TO PREVENT UNAUTHORIZED ACCESS INTO WORK AREAS AT ALL TIMES.

EXISTING SITE CONDITIONS

- CONTRACTOR SHALL NOTE THAT ALL EXISTING STRUCTURE DETAILS, DIMENSIONS, AND LOCATIONS ARE APPROXIMATE. BIDDERS SHALL MAKE THEIR OWN ASSESSMENT OF EXISTING CONDITIONS.
- CONTRACTOR SHALL NOTIFY HARBORMASTER AND ENGINEER WHEN BURIED STRUCTURES OR OBSTRUCTIONS ARE FOUND.

EXISTING STRUCTURES

- EXISTING STRUCTURES AND AMENITIES WITHIN THE PROXIMITY OF THE WORK SHALL BE PROTECTED TO PREVENT ACCIDENTAL DAMAGE BY CONSTRUCTION ACTIVITIES.

BENCHMARK CONVERSION TABLE

PARKING LOT ELEV. +15.5t	100 YR FLOOD +17.06
HTL 41.88	
MHW +5.88	
MAVDMS #1 #2	
MLW +5.5	
MLLW -0.34	

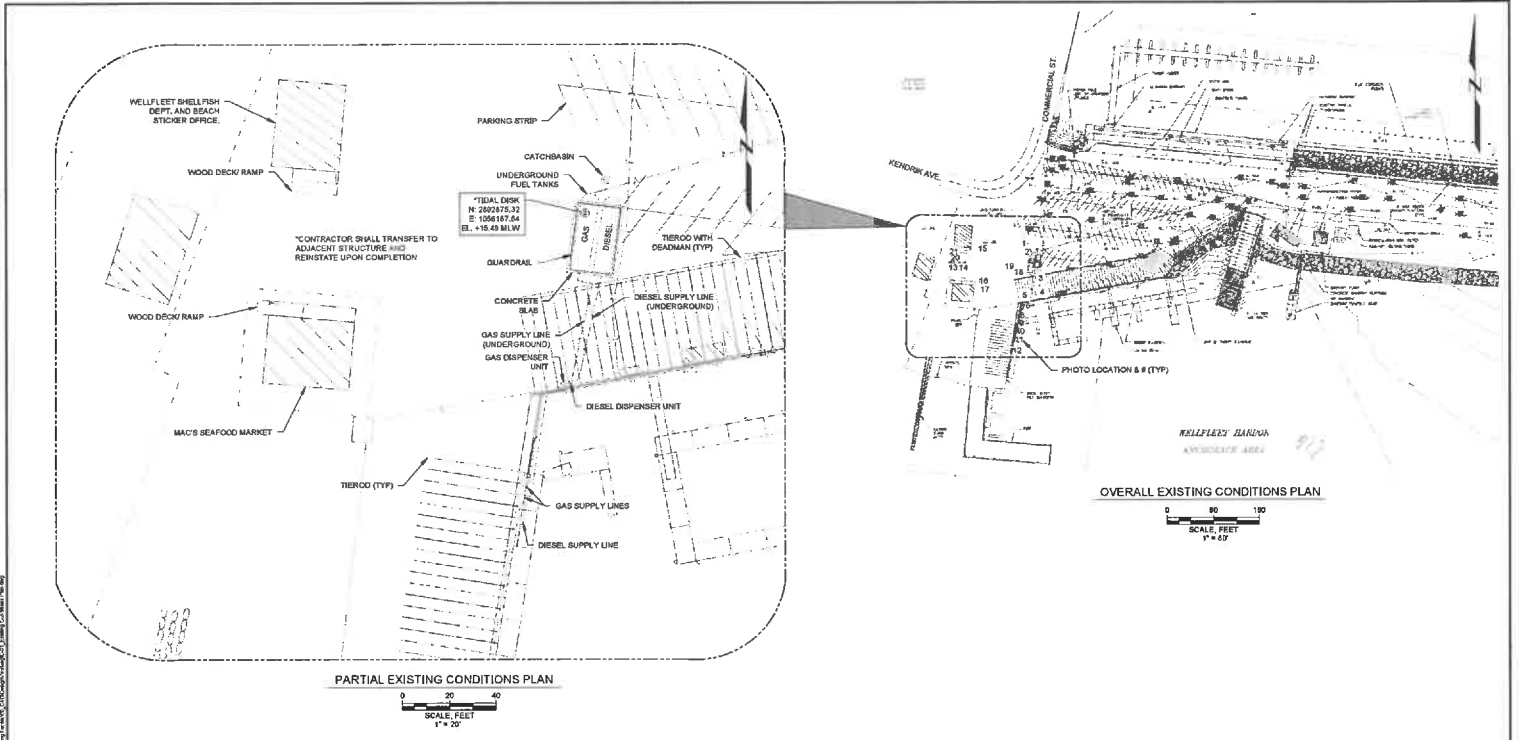
LEGEND

- TELEPHONE
- UNDERGROUND ELECTRIC
- ELECTRIC
- ALARM
- WATER
- DATA
- GAS
- FUEL
- LOW
- BUILDING
- STONE REVETMENT
- SEDIMENT CONTROL (BAYTALES)

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FOR BID

Attention: If the scale bar does not measure 1" then drawing is not equipped with scale.	Designer: AS Drawn: JM Checked: DBR Approved: P.E. No: GEI Project: 1506166	 TOWN OF WELFLEET WELFLEET, MA	FUEL DISPENSING REPLACEMENT FACILITY 255 COMMERCIAL ST., TOWN PIER TOWN OF WELFLEET WELFLEET, MASSACHUSETTS	<table border="1"> <tr> <td>NO</td> <td>DATE</td> <td>FOR BID</td> <td>ISSUE/REVISION</td> <td>RJT</td> <td>APP</td> </tr> <tr> <td>1</td> <td>07/07/23</td> <td>FOR BID</td> <td></td> <td></td> <td></td> </tr> </table>	NO	DATE	FOR BID	ISSUE/REVISION	RJT	APP	1	07/07/23	FOR BID				SHEET NAME GENERAL NOTES	SHEET NO. G-02 SHEET NO. 2 OF 9
	NO	DATE	FOR BID	ISSUE/REVISION	RJT	APP												
1	07/07/23	FOR BID																



- NOTES**
- SEE SHEET Q-02 FOR GENERAL NOTES
 - SEE SHEET R-01 AND R-02 FOR PHOTOGRAPHS



Designed: AB
Drawn: JM
Checked: DCR
Approved:
P.E. No:
OE/Project: 1306186



TOWN OF WELLFLEET
WELLFLEET, MA

**FUEL DISPENSING
REPLACEMENT FACILITY**
255 COMMERCIAL ST., TOWN PIER
TOWN OF WELLFLEET
WELLFLEET, MASSACHUSETTS

NO	DATE	FOR BID	ISSUE/REVISION	APP
1	07/01/22	FOR BID		RJT

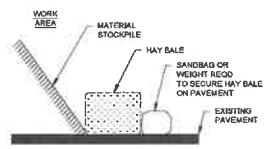
SHEET NAME
**EXISTING CONDITIONS
PLAN**

FOR BID

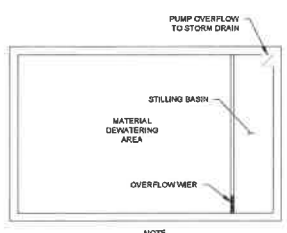
SHEET NO.
C-01

SHEET NO.
3 OF 9

W:\0221 - 11 - Proj - 1306186 - Fuel Dispensing Replacement Facility - Wellfleet - MA - 07/01/22 - C-01 - Existing Conditions Plan - 3 of 9.dwg

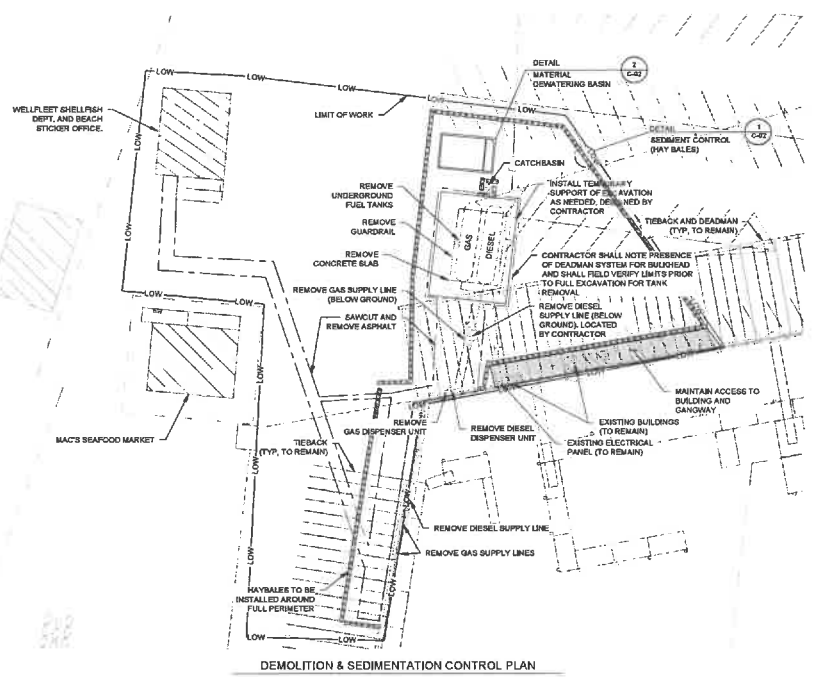


1
C-01
DETAIL
SEDIMENT CONTROL
(HAY BALES)
NOT TO SCALE



NOTE:
LOCATION TO BE DETERMINED BY CONTRACTOR WITHIN SEDIMENTATION CONTROLS AND LIMIT OF WORK.

2
C-02
DETAIL
MATERIAL DEWATERING BASIN
NOT TO SCALE



DEMOLITION & SEDIMENTATION CONTROL PLAN

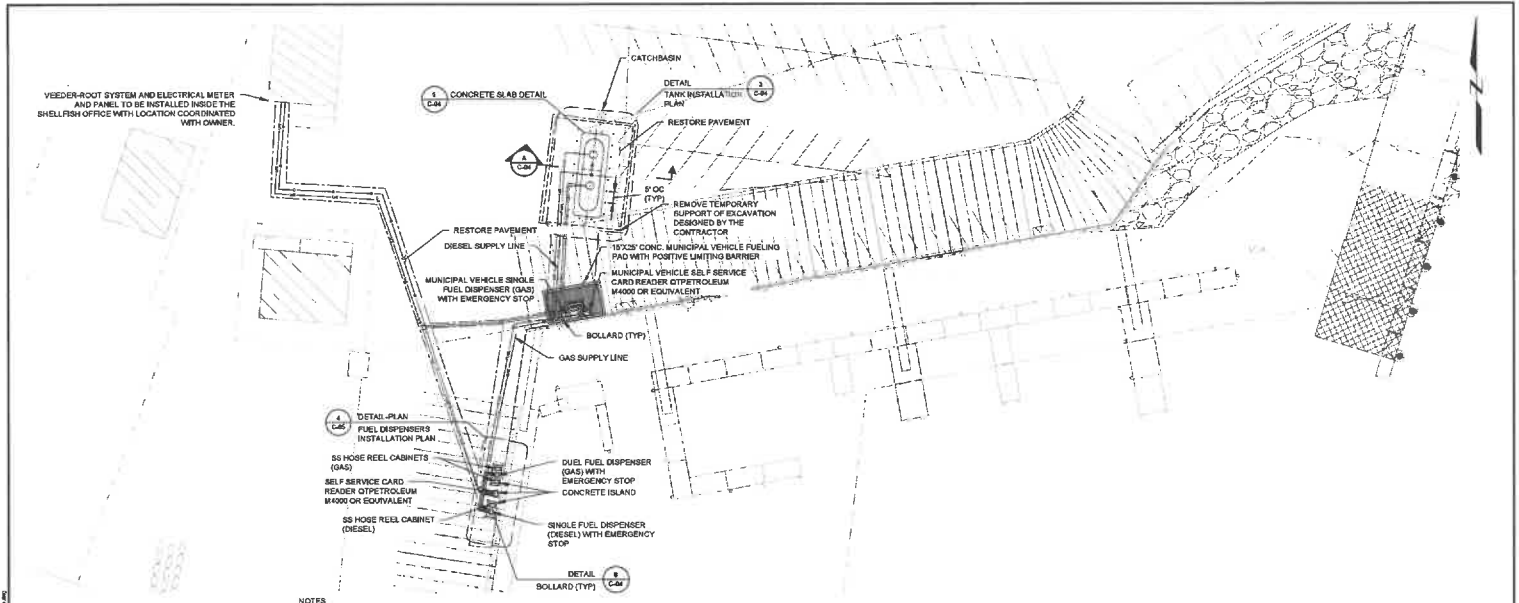


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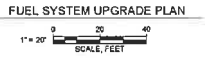
- SEE SHEET C-02 FOR GENERAL NOTES.
- UNLESS NOTED OTHERWISE, ALL MATERIALS AND EQUIPMENT NOTED FOR REMOVAL SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL BE DISPOSED OF OFFSITE IN ACCORDANCE WITH ALL LAWS, REGULATIONS AND OTHER REQUIREMENTS.
- LOCATIONS OF ALL EQUIPMENT SHOWN ARE APPROXIMATE. CONTRACTOR SHALL FIELD LOCATE ALL EQUIPMENT.

FOR BID

Attention If this scale bar does not measure 1" then printing is not English units.	Designer: AS Drawn: JM Checked: DBR Approved: P.E. No: GIS Project 1906166	 GEI CONSULTANTS 80 WOODS BLVD., 2ND FLOOR WELLSFLEET, MA 01986 PH: 508-742-7421	TOWN OF WELLFLEET WELLFLEET, MA FUEL DISPENSING REPLACEMENT FACILITY 255 COMMERCIAL ST., TOWN PIER TOWN OF WELLFLEET WELLFLEET, MASSACHUSETTS	<table border="1"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>ISSUE/REVISION</th> <th>APP.</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>	NO.	DATE	ISSUE/REVISION	APP.													SHEET NAME DEMOLITION & SEDIMENTATION CONTROL PLAN	SHEET NO. C-02
	NO.				DATE	ISSUE/REVISION	APP.															
					SHEET NO. 4 OF 9																	

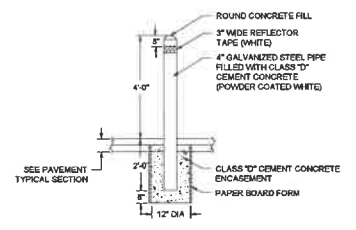
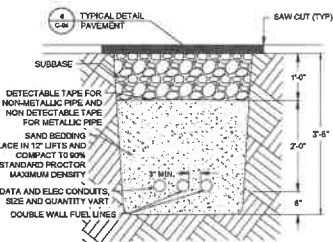
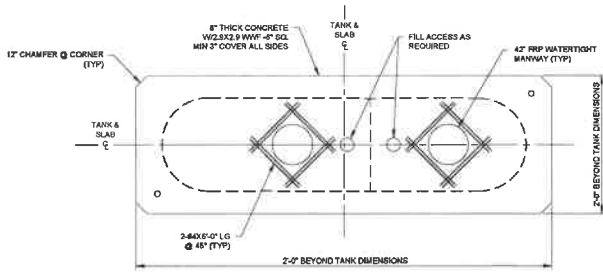
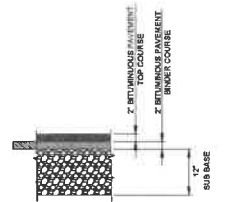
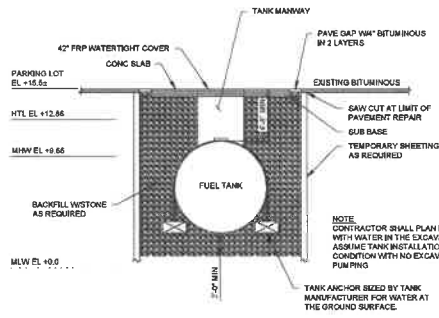
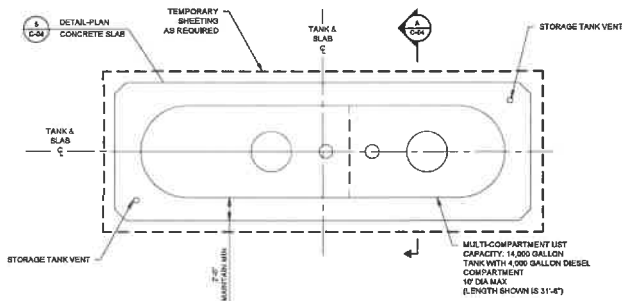


NOTES
1. SEE SHEET 0-02 FOR GENERAL NOTES

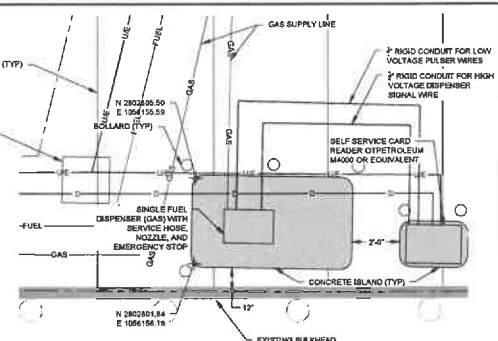
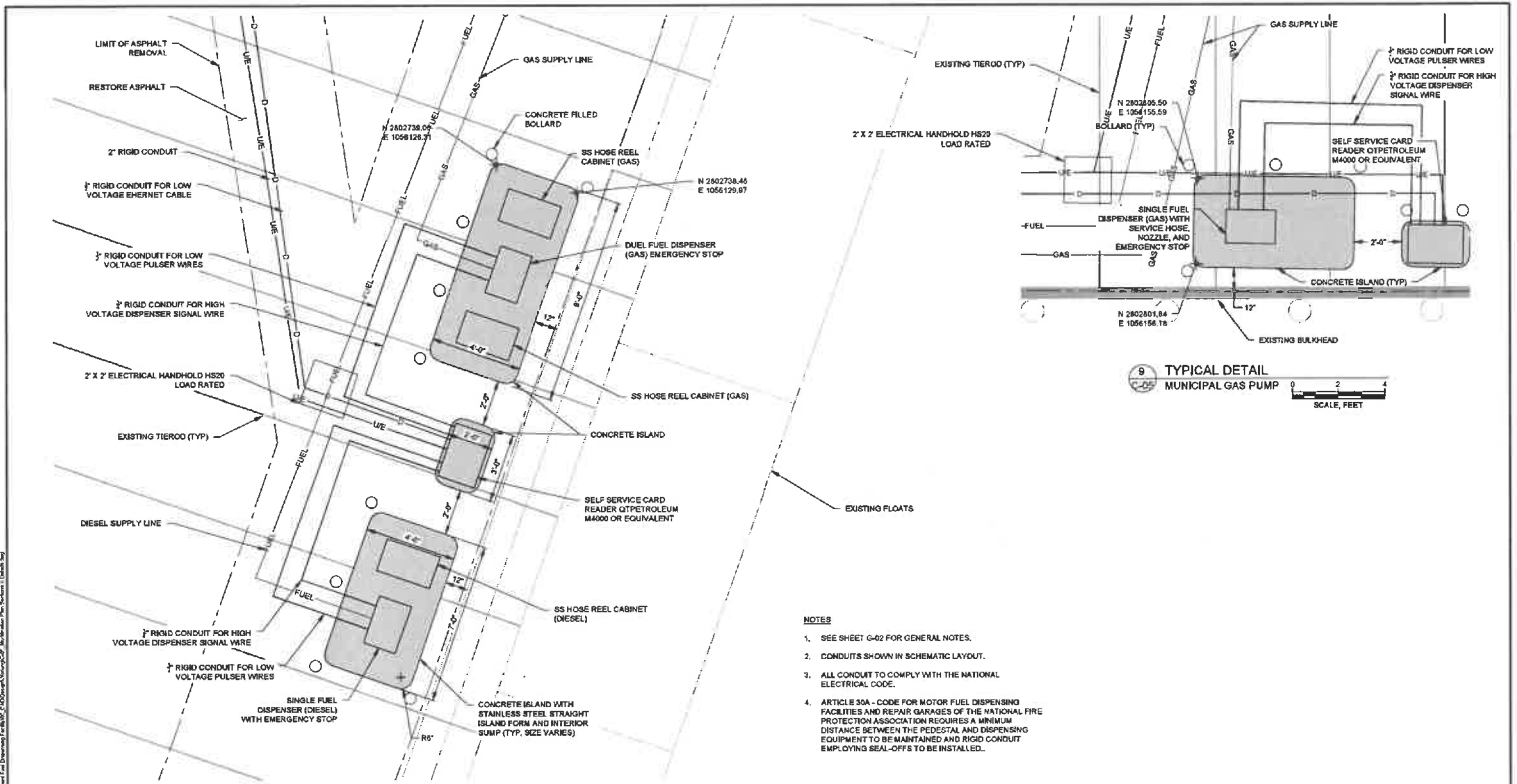


FOR BID

<p>Attention</p> <p>If this scale bar does not measure 12" then drawing is not original text.</p>	<p>Designed: AS</p> <p>Drawn: JM</p> <p>Checked: DMR</p> <p>Approved:</p> <p>P. E. No:</p> <p>GEI Project: 1906166</p>	<p>GEI CONSULTANTS</p> <p>1000 COMMERCIAL ST., SUITE 200 WELLFLEET, MA 01982</p>	<p>TOWN OF WELLFLEET WELLFLEET, MA</p> <p>FUEL DISPENSING REPLACEMENT FACILITY</p> <p>255 COMMERCIAL ST., TOWN PIER TOWN OF WELLFLEET WELLFLEET, MASSACHUSETTS</p>	<p>SHEET NAME</p> <p>FUEL SYSTEM UPGRADE PLAN</p>	<p>SHEET NO.</p> <p>C-03</p>
	<p>1 07/07/23 FOR BID</p> <p>NO DATE REVISION/REVISION</p> <p>R/C APP</p>			<p>SHEET NO.</p> <p>5 OF 9</p>	



Attention: If this scale bar does not measure 1" then drawing is not original scale.	Designer: AS Drawn: JM Checked: DBR Approved: P.E. No.: DBI Project: 1926166	 GEI CONSULTANTS 605 WASHINGTON STREET WELLSFLEET, MA 01986 TEL: 508-747-7421	TOWN OF WELLFLEET WELLFLEET, MA FUEL DISPENSING REPLACEMENT FACILITY 255 COMMERCIAL ST., TOWN PIER WELLFLEET, MASSACHUSETTS	SHEET NO. C-04 SHEET NO. 6 OF 9	SHEET NAME TANK PLANS SECTIONS & DETAILS
	FOR BID NO. DATE ISS/REVISION APP				



9 TYPICAL DETAIL
 MUNICIPAL GAS PUMP
 SCALE, FEET

4 DETAIL-PLAN
 FUEL DISPENSERS
 INSTALLATION PLAN
 SCALE, FEET
 1" = 2"

- NOTES
- SEE SHEET 042 FOR GENERAL NOTES.
 - CONDUITS SHOWN IN SCHEMATIC LAYOUT.
 - ALL CONDUIT TO COMPLY WITH THE NATIONAL ELECTRICAL CODE.
 - ARTICLE 55A - CODE FOR MOTOR FUEL DISPENSING FACILITIES AND REPAIR GARAGES OF THE NATIONAL FIRE PROTECTION ASSOCIATION REQUIRES A MINIMUM DISTANCE BETWEEN THE PEDESTAL AND DISPENSING EQUIPMENT TO BE MAINTAINED AND RIGID CONDUIT EMPLOYING SEAL-OFF'S TO BE INSTALLED.

Attention If this note bar does not measure 1/2" then printing is not original scale.	Designed: AS Drawn: JM Checked: DDR Approved: P.E. No: GE Project: 1905186	GEI CONSULTANTS 1000 STATE STREET WELLSFLEET, MA 01997	TOWN OF WELLSFLEET WELLSFLEET, MA FUEL DISPENSING REPLACEMENT FACILITY 255 COMMERCIAL ST., TOWN PIER TOWN OF WELLSFLEET WELLSFLEET, MASSACHUSETTS	<table border="1"> <tr> <th>NO.</th> <th>DATE</th> <th>ISSUE/REVISION</th> <th>APP.</th> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </table>	NO.	DATE	ISSUE/REVISION	APP.					SHEET NAME DISPENSER STATION PLANS & DETAILS	FOR BID SHEET NO. C-05 SHEET NO. 7 OF 9
	NO.				DATE	ISSUE/REVISION	APP.							
SHEET NO. C-05														



1. OVERALL VIEW OF FUEL STORAGE TANK AREA



2. OVERALL VIEW OF FUEL STORAGE TANK AREA



3. OVERALL VIEW OF EXISTING DISPENSER STATION



4. EMERGENCY SHUTOFF SWITCH



5. OVERALL VIEW OF FUEL FLOAT, LOOKING NORTH



6. FUEL LINES AT BULKHEAD ADJACENT TO DISPENSERS



7. EXISTING FUEL LINES UNDER GANGWAY



8. FUEL LINES TRANSITIONING FROM GANGWAY TO FLOATING DOCK



9. OVERALL VIEW OF FUEL FLOATING DOCK



10. GAS DISPENSER HOSE AND NOZZLE



11. DIESEL DISPENSER HOSE AND NOZZLE



12. OVERALL VIEW OF FUEL FLOATING DOCK LOOKING SOUTH

FOR BID

Attention: 0' 1" 2" 3" 4" 5" 6" 7" 8" 9" 10"	Designer: AS Drawn: JM Checked: DBR Approved: P.E. No: GEI Project: 180618M	 GEI GEORGE ENGELBRECHT, INC. 1000 WASHINGTON STREET WELLS RIVER, CT 06898 (860) 261-7333	TOWN OF WELLFLEET WELLFLEET, MA FUEL DISPENSING REPLACEMENT FACILITY 255 COMMERCIAL ST., TOWN PIER TOWN OF WELLFLEET WELLFLEET, MASSACHUSETTS	1. 07/20/22 NO. DATE	FOR BID REVIEWER:	RJT APP	SHEET NAME EXISTING CONDITIONS PHOTOGRAPHS	SHEET NO. R-01 SHEET NO. 8 OF 9
	1. 07/20/22 NO. DATE			FOR BID REVIEWER:	RJT APP	SHEET NO. R-01 SHEET NO. 8 OF 9		

ATTACHMENT B
REGULATORY PERMITS

- Order of Conditions (Pending)

WELLFLEET MARINA FUEL SYSTEM REPLACEMENT

WELLFLEET, MA

ADDENDUM No.1

July 22, 2022

The attention of Bidders submitting proposals for the subject Contract is called to the following Addendum to the Project Plans and Specifications. The revisions set forth herein, whether of omission, addition, or substitution, are to be included in and form a part of the Proposal submitted. Bidders shall confirm addendum is include on bid proposal.

Response to Bidder Questions

- 1) Are the exiting tanks to be removed single wall Steel or Fiberglass?**
 - a. Existing tanks consist of a double walled non-corrodible material 6,000 gallon gasoline and 4,000 gallon diesel tank installed in 1987 per MassDEP UST Data Management System.
- 2) Is the new tank to be custom manufactured as a 14,000 split compartment or a standard 15,000 split compartment?**
 - a. For bidding purposes, a standard sized 15,000 gallon multi-compartment UST tank should be assumed. Town will consider other volume and diameter options based on availability and cost savings as part of value engineering considerations.
- 3) What diameter is requested for the new UST? 8' or 10'? Furnished Drawings do not match dimensions of either an 8' or 10' Containment Solutions DW UST per manufacture drawings.**
 - a. Either 8 or 10 foot diameter tanks are acceptable based on availability and ability to provide required access points. Tank size is shown schematically.
- 4) Where shall emergency shut off be located?**
 - a. The emergency shut off shall be located adjacent to the gangway

All other items and conditions remain unchanged.

The period for questions has closed. Thank you for your interest and thoughtful consideration of this project.

WELLFLEET MARINA FUEL SYSTEM REPLACEMENT

WELLFLEET, MA

ADDENDUM No.2

July 25, 2022

The attention of Bidders submitting proposals for the subject Contract is called to the following Addendum to the Project Plans and Specifications. The revisions set forth herein, whether of omission, addition, or substitution, are to be included in and form a part of the Proposal submitted. Bidders shall confirm addendum is include on bid proposal.

Item 1

- 1) The bid date and time are hereby extended to Thursday July 28, 2022 at 2pm.**
- 2) The bid opening date and time are hereby changed to Thursday July 28, 2022 at 2pm.**

All other items and conditions remain unchanged.

The period for questions has closed. Thank you for your interest and thoughtful consideration of this project.

APPLICATION FOR PERMIT TO USE TOWN OWNED PROPERTY

TOWN OF WELFLEET
300 MAIN STREET
WELFLEET, MA 02667

Applicant Christina Black Affiliation or Group None

Telephone Number 814-327-6995 Mailing Address 515 Clark St.

Email address Cnb2@psu.edu Hollidaysburg, PA 16648

Town Property to be used (include specific area) DPW Parking Lot

Date(s) and hours of use: Friday, Sept. 9, 2022 (5pm - 11pm) Sunday, Sept. 11 (8am - Noon)

Describe activity including purpose, number of persons involved, equipment to be used, parking arrangements, food/beverage service, etc. Also, please indicate if fees will be charged by applicant.

We are hosting guests for our son's wedding during the weekend listed above. We have a dinner on Friday, and a breakfast on Sunday. We are requesting use of the Parking Lot to keep our road (3040 Browns Neck Rd Ext) free from cars.

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

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:

Proof of Insurance Required

Approved as submitted

Approved with the following condition(s): _____

Disapproved for following reason(s): _____

Date: August 1, 2022

Processing Fee: \$50.00 paid Cash 8/1/22

Fee: _____

APPLICANT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSPECTIONS

Health/Conservation Agent: OK - Helary Greenberg - Comments/Conditions: Permits/Inspections needed: Remos	Inspector of Buildings: N/A Comments/Conditions: Permits/Inspections needed:
---	--

Police Department: OK - Chief Hurley Comments/Conditions:	Fire Department: OK Chief Pauley Comments/Conditions:
--	--

DPW: OK - Jay Norton Comments/Conditions:	Community Services Director: OK - Suzanne Comments/Conditions: Thomas
--	--

Harbormaster: N/A Comments/Conditions:	Shellfish: N/A Comments/Conditions:
---	--

Recreation: N/A Comments/Conditions:	
---	--

APPLICATION FOR PERMIT TO USE TOWN OWNED PROPERTY

TOWN OF WELLFLEET
300 MAIN STREET
WELLFLEET, MA 02667

Applicant COLIN MCGUIRE

Affiliation or Group Wellfleet By the Sea Cottages

Telephone Number 508-237-4114

Mailing Address 28 Darling Street Apt 5

Email address colin@colinmcguirefineart.com

Marblehead, MA 01945

Town Property to be used (include specific area) Overflow parking at White Crest Beach

Date(s) and hours of use: October 22, 2022 3 to 11 pm

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.

This request is for our wedding guests to use the parking lot during our wedding. The wedding is taking place on private property - Wellfleet by the Sea Cottages on OVD. I would estimate 20 to 30 vehicles will use the lot - no fees.

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

No town services needed - we will have a private shuttle bus pick up and drop off our guests.

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

Action by the Board of Selectmen:

Proof of Insurance Required

Approved as submitted

Approved with the following condition(s): _____

Disapproved for following reason(s): _____

Date: _____

Processing Fee: \$50.00

Fee: _____

APPLICANT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSPECTIONS

Health/Conservation Agent: ok - Helary Demos - Comments/Conditions: Greenberg Permits/Inspections needed:	Inspector of Buildings: N/A Comments/Conditions: Permits/Inspections needed:
---	--

Police Department: ok - Chief Hurley Comments/Conditions:	Fire Department: ok - Chief Pauley Comments/Conditions:
--	--

DPW: ok - Jay Norton Comments/Conditions	Community Services Director: ok - Suzanne Thomas Comments/Conditions:
---	--

Harbormaster: N/A Comments/Conditions	Shellfish: N/A Comments/Conditions
--	---

Recreation: N/A Comments/Conditions	Town Administrator: Comments/Conditions
--	---

Dear Mr. Hilton,

In view of opportunities being made available to electrify school buses, the Wellfleet Select Board adds its voice to those advocating for a cleaner transportation system for our children.

We urge you to explore the EPA initiative and any other school bus electrification funding programs and start a dialogue with the schools about making this happen. We specifically ask that any future school bus purchases be electric.

As you may know, many of the towns on Cape Cod have pledged to be MA Green Communities members. This means supporting efforts to mitigate climate change and move towards a policy of net zero fossil fuel emissions. An electric school bus fleet would be a giant step in that direction.

At some point over the next 20+ years we will all have to make adaptations for a fossil fuel free society. There's not much time to put it off any longer. We're therefore declaring our support for a transition to electric school buses as the opportunity arises.

If there's anything more the Wellfleet Select Board can do in advocating for this important transition, please let us know.

Town of Wellfleet
Police Department

August 9, 2022

To: Wellfleet Select Board
From: Chief Michael P. Hurley

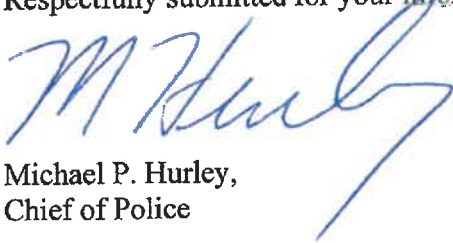
Subject: SPECIAL POLICE OFFICER APPOINTMENT

I request the following individual be appointed as a Special Police Officer:

Appointment Period: August 17, 2022 through June 30, 2023

Jacob Berrick

Respectfully submitted for your information and consideration.



Michael P. Hurley,
Chief of Police

cc: Richard Waldo, Town Administrator
Jennifer Congel, Town Clerk

Town of Wellfleet
Police Department

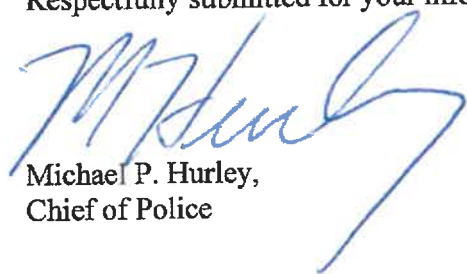
August 9, 2022

To: Wellfleet Select Board
From: Chief Michael P. Hurley

Subject: ANIMAL CONTROL OFFICER APPOINTMENT

I request that Jacob Berrick be appointed as Animal Control Officer.

Respectfully submitted for your information and consideration.

A handwritten signature in blue ink, appearing to read "M. Hurley", is written over the typed name and title of the sender.

Michael P. Hurley,
Chief of Police

cc: Richard Waldo, Town Administrator
Jennifer Congel, Town Clerk



The Commonwealth of Massachusetts
 Board of Building Regulations and Standards
 Massachusetts State Building Code, 780 CMR, 9th Edition
 Building Permit Application To Construct, Repair, Renovate Or Demolish a
One- or Two-Family Dwelling

Town of Wellfleet
Building Dept.
 220 West Main St
 Wellfleet, MA
 02667
 508-349-0309

This Section Is For Official Use Only

Building Permit Number: _____ Date Applied: _____

Building Official (print name) _____ Signature _____ Date _____

SECTION 1: SITE INFORMATION

1.1 Property Address:
 2586 State Hwy #6 Wellfleet MA 02667

1.2 Assessors Map & Parcel Numbers
~~100-23 North~~ 23 100-23 39
 Map Number Parcel Number

1.1a Is this an accepted street? yes _____ no _____

1.3 Zoning Information:
 COMMERCIAL SIGNAGE
 Zoning District Proposed Use

1.4 Property Dimensions:
 1.68 AC 246 ft
 Lot Area (sq ft) Frontage (ft)

1.5 Building Setbacks (ft) Is this a historical or commercial property? Yes _____ No
 (circle one as required)

Front Yard		Side Yards		Rear Yard	
Required	Provided	Required	Provided	Required	Provided

1.6 Water Supply: (M.G.L. c. 40, §54)
 Public Private _____

1.7 Flood Zone Information:
 Zone: _____ Outside Flood Zone? Check if yes

1.8 Sewage Disposal System
 Municipal _____ On site disposal system _____

SECTION 2: PROPERTY OWNERSHIP¹

2.1 Owner¹ of Record:
 Nileshe Morfatia 2586 State Hwy #6 -
 Name (Print) Wellfleet Job Address
 N.P. [Signature] Homeowner's phone number

SECTION 3: DESCRIPTION OF PROPOSED WORK² (check all that apply)

New Construction _____ Existing Building _____ Owner-Occupied _____ Repairs(s) _____ Alteration(s) _____ Addition _____

Wood Stove _____ Accessory Bldg. _____ Number of Units _____ Solar _____ Other: Specify: _____

Brief Description of Proposed Work²: Replace vinyl on Road Sign.
 Replace Building face with new name.

SECTION 4: ESTIMATED CONSTRUCTION COSTS

Item	Estimated Costs: (Labor and Materials)	Official Use Only
1. Building	\$	1. Building Permit Fee: \$ _____
2. Electrical	\$	2. Fire Permit: \$ _____ Other: _____
3. Plumbing	\$	List: _____
4. Mechanical (HVAC)	\$	Total All Fees: \$ _____
5. Mechanical (Fire Suppression)	\$	Check No. _____ Check Amount: _____
6. Total Project Cost:	\$	Cash Amount: _____ Paid in Full _____ Outstanding Balance Due: _____

SECTION 5: CONSTRUCTION SERVICES

5.1 Licensed Construction Supervisor (CSL)

Name of CSL- Holder

Street # and Address

City/Town, State, ZIP

Mailing Address if different

Telephone

E-Mail

Signature

License Number

Expiration Date

List CSL Type (see below) _____

Type	Description
U	Unrestricted (up to 35,000 Cu. Ft.)
R	Restricted 1&2 Family Dwelling
M	Masonry Only
RC	Residential Roofing Covering
WS	Residential Window and Siding
SF	Residential Solid Fuel Burning Appliance Installation

5.2 Registered Home Improvement Contractor (HIC)

HIC Company Name or HIC Registrant Name

Address

Signature

Telephone

E-Mail

Registration Number

Expiration Date

SECTION 6: WORKERS' COMPENSATION INSURANCE AFFIDAVIT (M.G.L. c. 152. § 25C(6))

Workers Compensation Insurance affidavit must be completed and submitted with this application. Failure to provide this affidavit will result in the denial of the Issuance of the building permit.

Signed Affidavit Attached? Yes. _____ No. _____

SECTION 7a: OWNER AUTHORIZATION TO BE COMPLETED WHEN OWNER'S AGENT OR CONTRACTOR APPLIES FOR BUILDING PERMIT

I, Nilesh marfabi, as Owner of the subject property, hereby authorize Jacqueline Scott to act on my behalf, in all matters relative to work authorized by this building permit application.

Signature of Owner

Date

SECTION 7b: OWNER¹ OR AUTHORIZED AGENT DECLARATION

I, Nilesh P. marfabi, as Owner or Authorized Agent hereby declare that the statements and information on the foregoing application are true and accurate, to the best of my knowledge and behalf.

Signature of Owner or Authorized Agent
(Signed under the pains and penalties of perjury)

Date

NOTES:

1. An Owner who obtains a building permit to do his/her own work, or an owner who hires an unregistered contractor (not registered in the Home Improvement Contractor (HIC) Program), will **not** have access to the arbitration program or guaranty fund under M.G.L. c. 142A. Other important information on the HIC Program and Construction Supervisor Licensing (CSL) can be found in 780 CMR Regulations 110.R6 and 110.R5, respectively.

2. When substantial work is planned, provide the information below:

Total floors area (Sq. Ft.) _____	(including garage, finished basement/attics, decks or porch)
Gross living area (Sq. Ft.) _____	Habitable room count _____
Number of fireplaces _____	Number of bedrooms _____
Number of bathrooms _____	Number of half/baths _____
Type of heating system _____	Number of decks/ porches _____
Type of cooling system _____	Enclosed _____ Open _____

Debris Disposal: Debris resulting from this work shall be disposed at _____ which is a properly licensed solid waste disposal facility as required by MGL, C111, S 150A



The Commonwealth of Massachusetts
 Department of Industrial Accidents
 1 Congress Street, Suite 100
 Boston, MA 02114-2017
 www.mass.gov/dia

Workers' Compensation Insurance Affidavit: Builders/Contractors/Electricians/Plumbers.
 TO BE FILED WITH THE PERMITTING AUTHORITY.

Applicant Information

Please Print Legibly

Name (Business/Organization/Individual): J&S Signs, Jacqueline Scott

Address: 191 Queen Anne Rd

City/State/Zip: Howich, MA, 02045 Phone #: 508 360 5658

Are you an employer? Check the appropriate box:

- 1. I am an employer with _____ employees (full and/or part-time).*
- 2. I am a sole proprietor or partnership and have no employees working for me in any capacity. [No workers' comp. insurance required.]
- 3. I am a homeowner doing all work myself. [No workers' comp. insurance required.][†]
- 4. I am a homeowner and will be hiring contractors to conduct all work on my property. I will ensure that all contractors either have workers' compensation insurance or are sole proprietors with no employees.
- 5. I am a general contractor and I have hired the sub-contractors listed on the attached sheet. These sub-contractors have employees and have workers' comp. insurance.[‡]
- 6. We are a corporation and its officers have exercised their right of exemption per MGL c. 152, §1(4), and we have no employees. [No workers' comp. insurance required.]

Type of project (required):

- 7. New construction
- 8. Remodeling
- 9. Demolition
- 10. Building addition
- 11. Electrical repairs or additions
- 12. Plumbing repairs or additions
- 13. Roof repairs
- 14. Other Signage

*Any applicant that checks box #1 must also fill out the section below showing their workers' compensation policy information.

[†] Homeowners who submit this affidavit indicating they are doing all work and then hire outside contractors must submit a new affidavit indicating such.

[‡] Contractors that check this box must attached an additional sheet showing the name of the sub-contractors and state whether or not those entities have employees. If the sub-contractors have employees, they must provide their workers' comp. policy number.

I am an employer that is providing workers' compensation insurance for my employees. Below is the policy and job site information.

Insurance Company Name: _____

Policy # or Self-ins. Lic. #: _____ Expiration Date: _____

Job Site Address: _____ City/State/Zip: _____

Attach a copy of the workers' compensation policy declaration page (showing the policy number and expiration date).

Failure to secure coverage as required under MGL c. 152, §25A is a criminal violation punishable by a fine up to \$1,500.00 and/or one-year imprisonment, as well as civil penalties in the form of a STOP WORK ORDER and a fine of up to \$250.00 a day against the violator. A copy of this statement may be forwarded to the Office of Investigations of the DIA for insurance coverage verification.

I do hereby certify under the pains and penalties of perjury that the information provided above is true and correct.

Signature: Jacqueline Scott Date: 8/1/2022

Phone #: 508 360 5658

Official use only. Do not write in this area, to be completed by city or town official.

City or Town: Wellfleet Permit/License # _____

Issuing Authority (circle one):
 1. Board of Health 2. Building Department 3. City/Town Clerk 4. Electrical Inspector 5. Plumbing Inspector
 6. Other _____

Contact Person: _____ Phone #: _____



Town of Wellfleet
 300 Main Street
 Wellfleet, MA 02667
BUSINESS LICENSE APPLICATION

2022

Fee 75.00
 Processing Fee 50.00
TOTAL \$125.00

Business Name/Map/Lot Frying Pan Gallery 21/106
 Mailing Address 10 Cora Nickerson Road
 Town/State/Zip Harwich, MA 02645
 Business Street Address 250 Commercial Street
 Business Telephone 508-349-0011 Cell 508-367-5964 Federal ID Number 025588518
 Manager Steven Swain E-Mail Address fishstink@gmail.com

LICENSE TYPE:

Annual

► Seasonal

- | | | |
|-----------------------|---------------------|---------------------|
| ► General | Class II | Retail Food |
| Charter Boat | Class IV | Food Service |
| Common Victualler | Automatic Amusement | Residential Kitchen |
| Sunday Entertainment | Taxi | Catering |
| Weekday Entertainment | Driver | CMT |
| Food Truck | Trash Hauler | Bed & Breakfast |

If applicant is an individual or partnership, please answer below:

- a. Telephone 508-367-5964/508-432-6172
- b. Name Steven ^RSwain
- c. Mailing Address 10 Cora Nickerson Road

If applicant is a corporation or trust please answer below:

List the titles of all officers and manager:

Title	Full Name	Home Address
-------	-----------	--------------

Corporate or Trust Name _____

Corporate Mailing Address _____

Corporate Telephone _____

Establishment is open _____ months a year. Total seating capacity _____ Take-out service only? _____

Name of Certified Food Handler (s) _____ P.I.C. _____

Does establishment have outside seating? _____ Seating Capacity _____ Is area enclosed? _____

If seating capacity are over 25, person Chokesaver Certified _____

I certify under the penalties of perjury that I, to the best knowledge and belief, have filed all state tax returns and paid all State taxes under law. I further certify that in the conduct of this business I will abide by all Town bylaws and regulations.



*Signature of Individual or Signature of Corporate Officer w/Title (Mandatory)

Corporate Name (Mandatory if Applicable)

025588518
Federal Identification No.

10/22
Date of Application

*Approval of a contract or other agreement will not be granted unless this certification clause is signed by the applicant.
** Your social security number will be furnished to the MA Dept. of Revenue to determine if you have met tax filing or payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed or extended. This request is made under the authority of M.G.L. c. 62C s. 49A.

Does establishment have a lockbox? No Fire Alarm? No Police Alarm? No

Alarm company name, number _____

FOR OFFICE USE ONLY BELOW THIS LINE

Police _____ Date _____ Comment _____

Fire _____ Date _____ Comment _____

Tax _____ Date _____ Comment _____

Building _____ Date _____ Comment _____

Received RLE By (initials) RLE Fee Received \$125 Insurance _____ Date Issued _____



SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: August 16, 2022

III

BUSINESS

~ A ~

REQUESTED BY:	80 State Highway/Maurice's Working group
DESIRED ACTION:	To present the most recent information with the campground and its plans
PROPOSED MOTION:	If a motion is needed one will be made at the time of the meeting.
SUMMARY:	
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition (s):
VOTED:	

Maurice's Campground: Working Group Updates

August 16, 2022

Maurice's Campground



The Vision:

- The Town of Wellfleet as a vibrant, inclusive community long into the future offering housing for residents of all ages, at all levels of income.

Maurice's Campground

The need:

- Between 1990-2015 those in the 25-44 age range decreased by 62%.
- Between 1990-2015 Seasonal Properties increased from 1566 to 2824, an 80% increase.
- Between 1990-2015 year-round rentals declined by 42 units or 13.5%.
- Current income needed to purchase Median Priced Home in Wellfleet = \$188,000.
- State mandate for each town is to have 10% of its year round housing stock be affordable. Wellfleet has 1550 year round homes We currently have 38 affordable homes, so our percentage is 2.5%.

Why Maurice's?

- **There is VERY little undeveloped town owned land.**
- **There is VERY little undeveloped privately owned land suitable for housing or available for purchase.**
- **Maurice's Campground presents an opportunity.**
 - 21.25 acres of level land.
 - Direct access to Route 6 and bus lines.
 - Near to the Eastham border which may allow tie in to their water system.
 - On the bike trail.
 - Land has already been disturbed.
 - Identified as appropriate location for medium density housing by the joint project of Cape Cod Commission and the Housing Assistance Corporation, GrowSmartCapeCod.org.



Timeline of Proposed Purchase

- Getting to Purchase and Sale Agreement, signed early April, 2022.
- Proposed purchase must be approved by Wellfleet voters at Special Town Meeting, September 10, 2022.
- Extra time will be made available for discussion and questions about the purchase at Pre-Town Meeting on September 7, 6:30 pm.
- If approved by voters the sale will close on October 31, 2022.

Maurice's Campground Working Group

- First called to order on April 29, 2022.
- Consists of Selectboard members (Ryan Curley, John Wolf) Town staff, (Jay Norton, Jim Badera), members of various Town committees (Wellfleet Housing Trust, Housing Authority, Local Housing Partnership, Finance Committee, Water Board, Wastewater Committee, Planning Board) and members at large.
- Bi-weekly meetings have been open, recorded and posted to the Town website.
- Five sub-committees were formed which met on their own timetables. Meetings were also posted and open but not videotaped.
- The sub-committees are:
 - **Financial Review and Operations Plan**
 - **Due Diligence of Grounds and Buildings**
 - **Septic**
 - **Financing of the Purchase**
 - **Communications**

Sub-Committee Reports to date:

Financial Review and Operations:

Charge: A finance group of experts looking at how the finances of the purchase might be structured and managed over the long term. An operations group investigating the nuts and bolts of operating the campground and potentially the store. This includes considering the possibility of leasing operations to a professional firm for management and how this may factor into finances.

Members of this committee include Nancy and Farrukh Najmi, Michael Devasto (Selectboard), Kathy Grandlund and Fred Magee (FinComm) and Richard Waldo (Town Administrator).

The committee has:

- Developed value propositions list.
- Developed an "Operating Model Comparison" spreadsheet to compare pros and cons of 3 alternatives for operating the campground.
 - Eliminated Option 3 : Town operating store, campground and cottages.
 - **"Option 1: Leasing" weighted score: 97.**
 - "Option 2: Hiring management company" weighted score: 82.
- Developed list of assumptions for both operating models (Option 1 and 2).
- Developed a "Profit & Loss (P&L)" spreadsheet with projected income and expenses for the years 2022-2025.
 - Based on data provided by the Gauthiers.
 - All spreadsheet formulas based on a set of assumption listed at bottom of P&L sheet.
 - Assumptions and spreadsheet reviewed by the Gauthiers at a meeting held July 25, 2022 and attended by Ryan Curley, Mike Devasto, Nancy Najmi and Farrukh Najmi of Operations sub-committee and Fred Magee of Finance sub-committee.
 - 2022 numbers based on max or average depending on the line item.
 - 2023, 2024, 2025 numbers based on 4% increase each year.
 - Initially included, then removed 6 year capital plan costs from annual expenses because these are not normal operating expenses.
 - **Net Income: 2022: \$450,000; 2023: \$487,000; 2024: \$507,000; 2025: \$527,000.**
- Planned next steps:
 - Seeking feedback on "Operating Model Evaluation Criteria" sheet and all other work products.
 - The committee has developed a set of projections for operating the campground.
- [Click here to view all of above work in various sheets of the following spreadsheet.](#)

Sub-Committee Reports to date:

Financial Review and Operations Plan (continued):

Value Proposition for 6-year operation of the Campground:

- **Products and services:**
 - Nightly, weekly and seasonal lodging.
 - Convenient camp store (retail goods).
- **Problems addressed:**
 - Workforce housing.
 - Gives vacationers an opportunity to make other affordable options.
 - Offsetting the debt service payments.
- **Value of problems solved:**
 - More opportunities for businesses to house their workforce.
 - Maintains a diverse character of town.
 - Benefit taxpayers by reducing their tax bill.
 - Retain and potentially expand general store in South Wellfleet.

Sub-Committee Reports to date:

Due Diligence of Grounds and Buildings:

Charge: To investigate structures and infrastructures of the property including campground facilities, wetland restrictions and any currently unknown contaminants. Waste water management to be considered separately.

Members of this committee include Jay Norton (Director, DPW), James Badera, Jr. (Building Inspector), Sean Donoghue (Electrical Inspector), Peter Williams (Facilities Foreman, DPW), John Wolf (Selectboard), Roland Blair (Citizen), Jim Hood (Citizen and Chair of Board of Water Commissioners), Richard Robicheau (Citizen).

The committee has:

- Thoroughly examined the property structures and infrastructures through multiple site visits with the assistance of the Gauthiers.
- **Jay Norton has produced a detailed report on the generally sound conditions found: Click for [Due Diligence Report](#) and [Appendices](#).**
- **Created a detailed report on anticipated cost of any repairs or upgrades required in the near term and for the next six years. [Click here to view this report](#) or see below.**
- With the assistance of Town Administrator Rich Waldo, **initiated the process of Site Assessment for any possible contaminants.**
- **Using a grant funded by the Mass Housing Partnership, initiated the process of Wetland Delineation.** The Wetlands scientist is expected to be onsite August 15, and Bohler Engineering is expecting that the Constraints Report and the Wetlands Delineation Report will be done by August 22.
- **Jim Hood met with John Aprea, Sr. Water Systems Operator for Whitewater, the company that oversees Wellfleet's municipal water system, who spoke with Jim McLaughlin, Regional Chief for DEP's Drinking Water Program regarding the potential impact on water service if Wellfleet purchased Maurice's Campground. McLaughlin confirmed that there would be no change in requirements for drinking water as a result of transfer of ownership.**



Moore's Campground
6 Year Forecast for repair/maintenance
7/5/2022, Revised 7/14/22, Revised 8/9/22

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
A. Maintenance						
Shower House and Bath Building 4th Fl.						
Roof		\$6,000.00				
Windows/Doors		\$4,000.00				
Foundation						
Backroom Annex						
Roof		\$4,000.00				
Windows/Doors		\$3,500.00				
Foundation						
Cabin 1						
Rear roof		\$3,500.00				
Windows/Doors		\$3,000.00				
Foundation						
Cabin 2						
Rear roof		\$3,500.00				
Windows/Doors		\$2,000.00				
Foundation						
Cabin 3						
Rear and rear roof		\$3,000.00				
Windows/Doors		\$2,000.00				
Foundation						
Cabin 4						
Rear and rear roof		\$3,000.00				
Windows/Doors		\$2,000.00				
Foundation						
Roofing		\$3,500.00				
Cabin 5 & 6						
Rear and rear roof		\$5,000.00				
Windows/Doors		\$3,000.00				
Foundation						
Cabin 7						
Windows/Doors		\$2,000.00				
Foundation						
Backroom Building Center Street						
Rear and rear roof		\$4,000.00				
Windows/Doors		\$2,000.00				
Foundation						
Cabin 8						
Rear roof		\$3,000.00				
Windows/Doors		\$2,000.00				
Foundation						
Callage 28						
Rear roof		\$2,000.00				
Windows/Doors		\$2,000.00				
Foundation						
Callage 31						
Rear roof		\$2,000.00				
Windows/Doors		\$2,000.00				
Foundation						
Callage 32						
Rear roof		\$2,000.00				
Windows/Doors		\$2,000.00				
Foundation						
Stores		\$15,000.00	\$10,000.00	\$10,000.00	\$10,000.00	
Trailers		\$3,000.00				
Interior ceiling		\$3,000.00				
Interior exterior framing		\$3,000.00				
Flooring		\$3,000.00				
Foundation						
Stores		\$15,000.00	\$10,000.00	\$10,000.00	\$10,000.00	
Utilities/Reimbursement		\$10,000.00	\$3,000.00	\$2,500.00	\$4,000.00	\$3,500.00
Original		\$10,000.00	\$3,000.00	\$2,500.00	\$4,000.00	\$3,500.00
Total	\$43,500.00	\$38,000.00	\$38,500.00	\$38,500.00	\$33,500.00	\$30,000.00
30% Contingency/Reserve	\$13,050.00	\$11,400.00	\$11,550.00	\$11,550.00	\$10,050.00	\$9,000.00
Grand total for Maintenance Year 1-6	\$56,550.00	\$49,400.00	\$50,050.00	\$50,050.00	\$43,550.00	\$39,000.00

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
B. Utilities (6% annual increase)						
Water						
Water heaters						
Replacement/Upgrade		\$10,000.00				
Combinational Yearly Maintenance	\$100.00	\$120.00	\$140.00	\$160.00	\$180.00	\$200.00
Water systems						
Pump/replacement		\$15,000.00				
DEP Backlighting	\$500.00	\$520.00	\$540.00	\$560.00	\$580.00	\$600.00
General yearly maintenance	\$700.00	\$728.00	\$757.12	\$787.42	\$818.90	\$851.64
Cooling systems						
Yearly Maintenance	\$500.00	\$520.00	\$540.00	\$560.00	\$580.00	\$600.00
Boiler/upgrade			\$10,000.00			
Electrical systems						
Replacement/Upgrades	\$170,000.00					
Yearly Maintenance	\$1,000.00	\$1,040.00	\$1,081.60	\$1,124.80	\$1,169.60	\$1,215.90
Septic systems						
Upgrade/Replacements						
Yearly Maintenance						
Total	\$181,700.00	\$193,200.00	\$205,547.12	\$218,740.00	\$232,730.00	\$247,500.00
30% Contingency/Reserve	\$54,510.00	\$57,960.00	\$61,664.14	\$65,622.00	\$69,819.00	\$74,250.00
Grand total for Utilities Year 1-6	\$236,210.00	\$251,160.00	\$267,211.26	\$284,362.00	\$302,549.00	\$321,750.00
C. Facility Upgrades (6% annual increase)						
Facilities/Upgrades						
Yearly Maintenance	\$2,000.00	\$2,120.00	\$2,243.20	\$2,370.70	\$2,502.94	\$2,640.31
Storage structures						
Yearly Maintenance	\$1,500.00	\$1,590.00	\$1,683.00	\$1,779.18	\$1,878.53	\$1,981.08
Shed(s)						
Costing estimate	\$5,000.00	\$5,260.00	\$5,530.00	\$5,810.00	\$6,100.00	\$6,400.00
Summer maintenance (labor and material)	\$10,000.00	\$10,560.00	\$11,132.00	\$11,715.00	\$12,308.00	\$12,911.00
Trash removal						
Disruptive cleanup	\$5,000.00	\$5,260.00	\$5,530.00	\$5,810.00	\$6,100.00	\$6,400.00
Utilities						
Facility cleaning	\$20,000.00	\$21,200.00	\$22,432.00	\$23,707.00	\$25,029.00	\$26,403.00
Yearly Maint. Maintenance	\$3,000.00	\$3,180.00	\$3,373.00	\$3,579.00	\$3,798.00	\$4,029.00
Yearly Pest control	\$1,000.00	\$1,060.00	\$1,123.00	\$1,189.00	\$1,258.00	\$1,330.00
Yearly electrical upgrade	\$10,000.00	\$10,600.00	\$11,232.00	\$11,895.00	\$12,590.00	\$13,328.00
Yearly trash maintenance	\$1,000.00	\$1,060.00	\$1,123.00	\$1,189.00	\$1,258.00	\$1,330.00
Total	\$69,500.00	\$73,280.00	\$77,375.00	\$81,782.00	\$86,500.00	\$91,531.00
30% Contingency/Reserve	\$20,850.00	\$21,984.00	\$23,212.50	\$24,534.60	\$25,950.00	\$27,459.30
Grand total for Facilities/Upgrades for Years 1-6	\$90,350.00	\$95,264.00	\$100,587.50	\$106,316.60	\$112,450.00	\$118,990.30

*To be responsibility of User of the property, not the Town

Grand total for A, B & C for Years 1-6 \$96,961.30

Above: Spreadsheet showing estimated cost of repair and upgrading of campground facilities projected for the next 6 years.

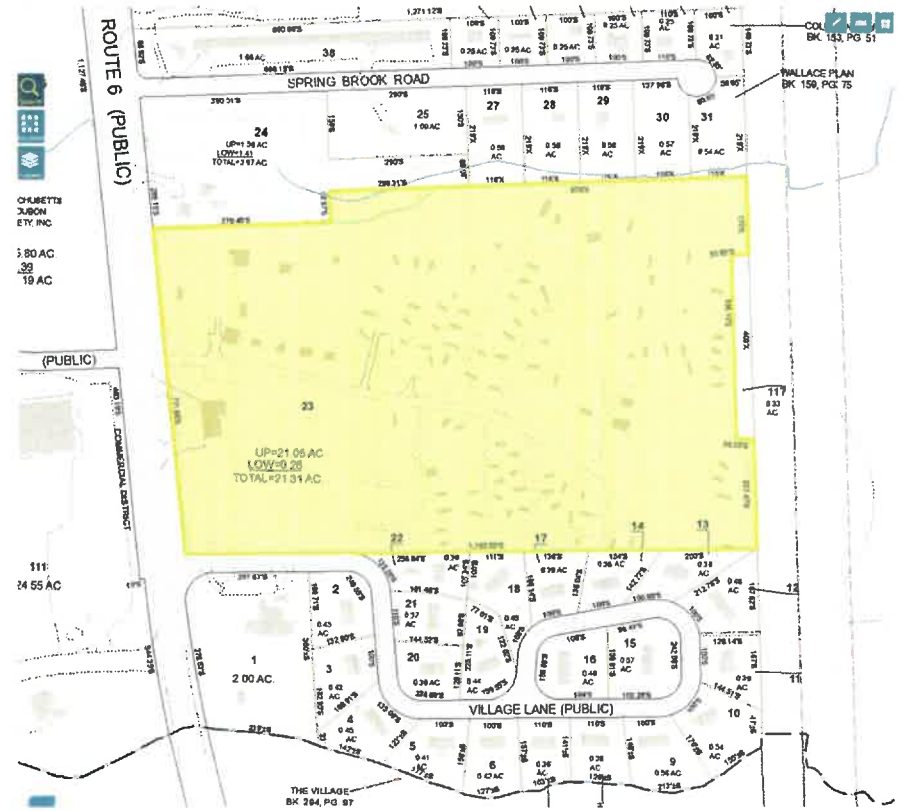


Figure 1 - GIS Aerial of site

Above: GIS Aerial of site

Sub-Committee Reports to date:

Septic:

Charge: A subset of the Due Diligence Committee, this group will specifically look at septic issues that currently exist and what the possibilities are in the short and especially in the long term.

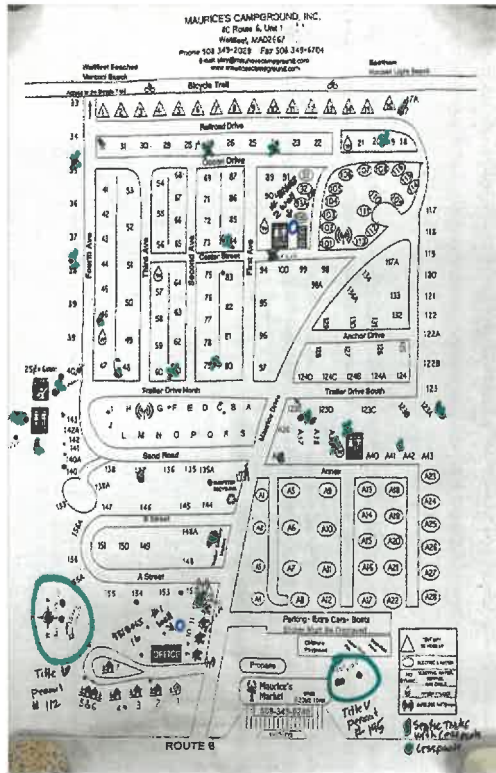
Members of this committee include Curt Felix (Chair, Clean Water Advisory Committee, Board of Water Commissioners), Jay Norton (Director, DPW), Ryan Curley (Chair, Selectboard), Harry Terkanian (Chair, Wellfleet Affordable Housing Trust) and Richard Robicheau (Citizen).

- Established that there is NO evidence of nitrate or bacterial contamination.
- Maurice's water supply (DEP PWS ID # 4318063 at the Energy & Environmental Affairs Data Portal) has well test results from 1993. Current nitrogen levels are 1/100th the state limit which is also about 1/10th of that commonly found in "very good" Wellfleet water samples. The public water supply is tested twice a month for bacteria from 05/20 to 10/15 of each year. There is no indication of any contamination from the cesspool systems on-site nor any indication that they pose a public health hazard.
- Located the existing Title 5 Septic systems (2) and cesspools (35) on site and met with the professional in charge of yearly maintenance (Bob Waters) to discuss the history. All systems have been performing to specification.
- Arranged for a meeting with the Board of Health on August 24 for the purpose of discussing a possible waiver of Title 5 regulations so that a comprehensive and up to date system could be constructed when the campground is no longer operational.

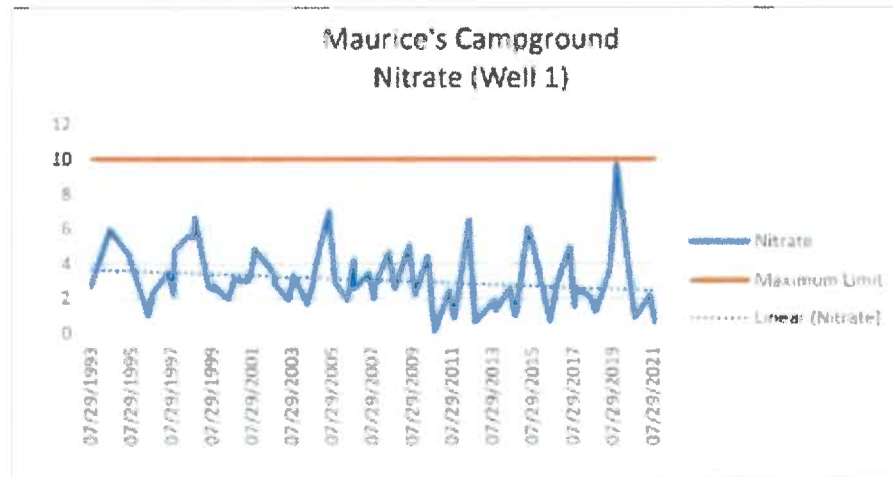
[Click here to view the Wellfleet Selectboard's Request for Variance or Exemption from Wellfleet Board of Health.](#)

Sub-Committee Reports to date:

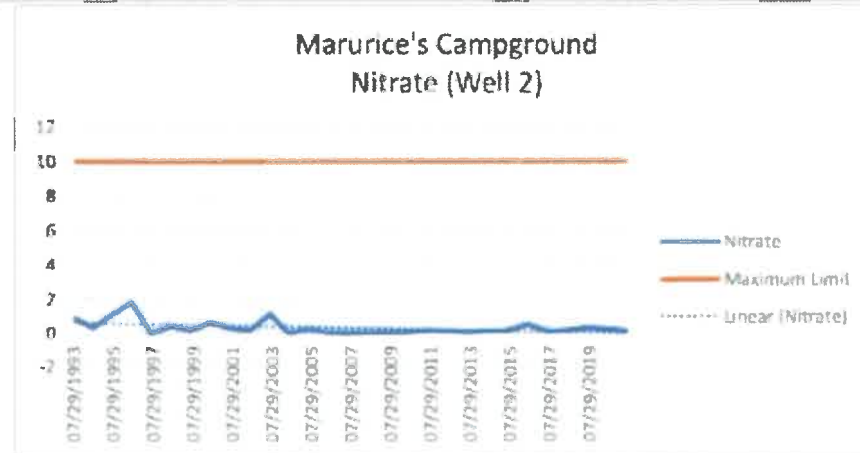
Septic (continued):



Above: Location of existing Title V septic and cesspools



Left: Maurice's Campground Nitrate Report (Well #1)



Left: Maurice's Campground Nitrate Report (Well #2)

Sub-Committee Reports to date:

Financing of Purchase:

Charge: To develop a plan for the financing of the purchase.

Members of this committee include Gary Sorkin (Local Housing Partnership), Elaine McIlroy (Wellfleet Housing Authority), Harry Terkanian (Wellfleet Affordable Housing Trust), Ryan Curley (Selectboard), Olga Kahn (Planning Board).

The committee has:

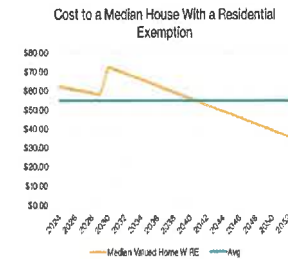
- Explored different options for financing the purchase.
- Met with the Community Preservation Committee and Mass Housing Partnership to deepen understanding of funding possibilities.
- Secured a grant from Mass Housing Partnership for wetland delineation.
- Prepared a request to the CPC for funding and identified a suitable area that that could be deed restricted.
- Proposed three additional sources to finance the purchase to reduce the impact on the tax rate: Community Preservation Act funds, Campground Operations Fund, and the Mixed Income Stabilization Fund.
- Estimated average annual tax increase for the life of a 30 year bond at 4.5% interest to a year-round median-priced home (\$629,000) with year-round tax exemption will be \$54.79 (\$73.06 to same value home without residential tax exemption).
- Ryan Curley will present this report in detail which can also be found at WellfleetHousing.org.

	30 Year Loan	20 Year Loan	% of Total
Total	\$6,500,000		
CPC Contribution	\$645,000		9.92%
Campground Operations	\$500,000		7.69%
Mixed-Income Housing Stabilization Fund	\$400,000		6.15%
Total Reduction on Levy	\$1,950,000		
APR	4.50%	4.50%	
Est Total Cost of Loan	\$11,033,750	\$9,571,250	
EST Avg Median Valued Home W RE	\$54.79	\$73.51	
EST Avg Median Valued House WO RE	\$ 73.06	\$98.01	
APR	5%	5%	
Total Cost of Loan	\$11,537,500	\$9,912,500	
EST Avg Median Valued Home W RE	\$57.41	\$76.10	
EST Avg Median Valued House WO RE	\$76.54	\$101.46	

Above: Maurice's Campground/80 State Hwy Purchasing Financing Plan



Est. Yearly Cost to Median Valued Home w Residential Exemption



Left: Estimated yearly cost to median valued home with residential exemption.



Estimated Contributions to Cost of Bond

Left: Estimated contributions to cost of bond.

Sub-Committee Reports to date:



Communications:

Charge: To keep information gathered by the other committees organized and available to the community so that voters may make fully informed decisions at Special Town Meeting on September 10 and so that all community members have opportunities to ask questions and be involved in the process.

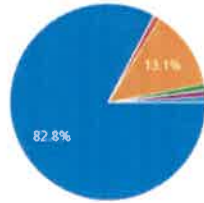
Members of this committee include Sharon Rule-Agger (Local Housing Partnership), Sarah Pechukas, Heather Doyle, Joan Zukas and Lara Henry.

The committee has:

- Distributed hundreds of postcards informing the public about the project and encouraging interested parties to go to wellfleethousing.org for updated info.
- Conducted a community wide survey primarily to understand where individuals feel they need more information. Survey results shown below, or [click here to view a detailed summary of results](#).
- Conducted a survey of campground residents to more fully understand who is being served and what their needs are. Initial (not complete) results from Survey of campground tenants shown below.
- Sent a letter to abutters informing them of the prospective purchase and directing them to opportunities to get involved and/or stay informed.
- Staffed an information table at Spring Town meeting, WES Fest and weekly at the Farmer's Market to answer questions, hear concerns and direct interested parties to the latest information.
- Regularly updated Maurice's Campground page on WellfleetHousing.org
- Prepared presentations to the Selectboard, Pre-Town Meeting Forum (Sept. 7) and Special Town Meeting (Sept. 10).

How would you describe your status?

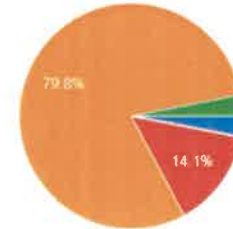
99 responses



- Wellfleet year round resident
- Wellfleet year round resident and an outlier
- I am a seasonal resident
- I am a home owner and move to the campground in the summer
- Part-time (not seasonal) resident, vote elsewhere
- 6 month

To help us quantify results of this poll, please share your age:

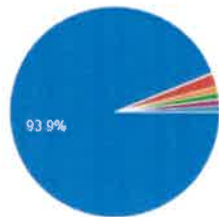
99 responses



- 18-35
- 35-55
- Over 55
- Prefer not to answer

Tell us about where you live:

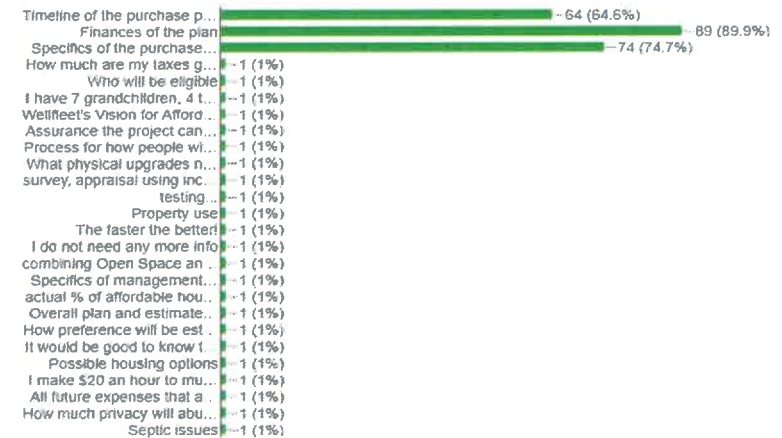
99 responses



- I am a home owner
- I am a renter
- With a parent
- Live with my parents
- Seasonal at Maurice's campground
- Living with parents

What information do you need to make an informed decision about the purchase at town meeting in September? Please choose ALL that apply.

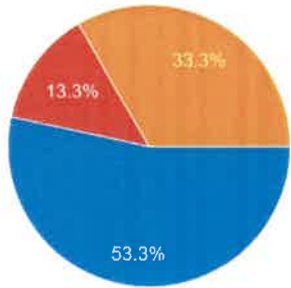
99 responses



Results from survey of Town Residents (primarily aimed at voters): 98 respondents.

As a Seasonal Resident at Maurices

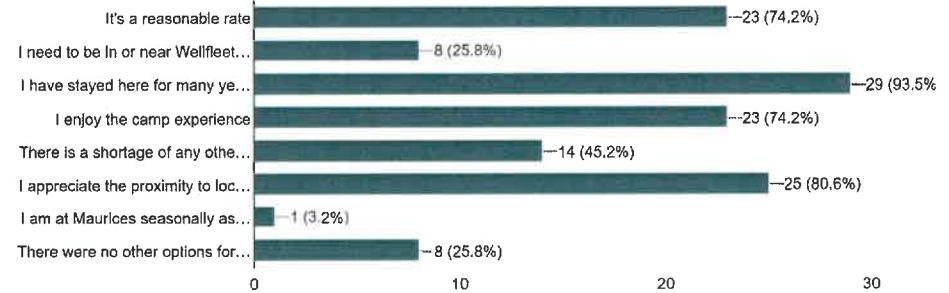
30 responses



- I am on Vacation here
- I have a remote job and choose to stay here for the summer
- This is my summer housing as a local summer business owner, or employee.

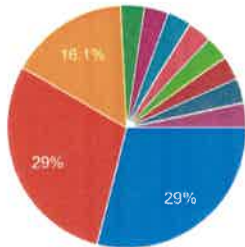
I Stay at Maurices because (Choose all)

31 responses



If Maurices were not available to me in the future (after 2026) I would

31 responses



- Move my camper away from Cape Cod
- Try to move my camper to another loc...
- Try to find other housing
- Engage with my employer to help find...
- I work in the office at Maurice's. I'm a...
- I have no idea. I've been here for over...
- Most likely not be able to afford housi...
- Not be able to come to wellfleet anym...

1/2 ▼

Initial results of survey from Residents of Maurice's: 31 respondents.

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OPERATIONS AND FINANCIAL REVIEW



Operations and Financial Review

Prepared by: Financial Review and Operations Working Group

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EXECUTIVE SUMMARY

Objective

The Wellfleet Selectboard created a working group to examine the proposed purchase of Maurice's Campground with the focus on using the property to create affordable and community housing. The Selectboard has signed a purchase and sale agreement for this 21.25 acre property. In the contract, the town has agreed to keep the seasonal trailer rental section of the campground open for 6 years.

An operations group was formed to investigate the nuts and bolts of operating the campground and possibly the store. This includes considering the possibility of leasing operations to a professional firm for management and how this may factor into finances. Though the town only needs to keep the seasonal trailer rental section open, The Operations Group determined that if the campground were leased to an operator or a management company were hired that we needed to evaluate the campground operations as a whole.

The working group objective is to review the financial information provided by the current owners, to determine the profitability of the campground, and to rank the options for the town to keep the campground open in compliance with the terms in the Purchase and Sale Agreement.

Goals

- Detail the expenses and revenues of the each facet of the campground.
- Determine to what extent the campground is profitable.
- Determine viable options for the Campground to continue to operate in accordance with the P&S agreement.
- Make an Operations recommendation to the Town through the Selectboard.

Process

- Developed value propositions list
 - Developed an "Operating Model Comparison" spreadsheet to compare pros and cons of 3 alternatives for operating the campground
 - Created a weighted ranking criteria to score for each option
 - Developed list of assumptions for both operating models
 - Developed a "Profit & Loss (P&L)" spreadsheet with projected income and expenses for the years 2022-2025
-

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OPERATIONS AND FINANCIAL REVIEW

Results

Maurice's Campground is currently open from May 20 till October 10th, with limited store hours. The majority of its income is derived from the seasonal trailer site rentals. They offer below market rents for these sites and for the cabin rentals. We see potential for increased revenue and profit for operators with the potential to increase store hours, marketing and promotion and increased fees on cabins and sites. The Gauthiers have been operating the Campground and the store for over 40 Years and have reduced hours in the store and scaled back operations over the last 5 years. There is room to extend the hours of the store, offer more goods and services and solicit more non-campground customers to increase its overall profitability.

The Financial Review revealed that the campground has had an average net profit of \$484,951 after expenses. This number includes the management salaries paid in passthrough income to the owners.

Annual P&L Actuals	2019	2020	2021	Average
Total Income	\$1,019,275.00	\$1,024,898.00	\$1,026,002.00	
Total Expense	\$598,668.00	\$535,304.00	\$481,350.00	
Net Income	\$420,607	\$489,594	\$544,652	\$484,951

Projected Capital Expenses	6 year total
Capital Utility Improvements & Maintenance	\$112,858.50
Structures	\$131,000.00
Grand Total	\$243,858.50

**grounds and maintenance is built into expenses*

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The working group identified three viable options to operate the campground.

- **Option 1:** Leasing the Campground and Store to an operator
- **Option 2:** Hiring a Management Company to run the Campground and Store on Behalf of the Town
- **Option 3:** ~~Running the Campground and Store as a town-controlled entity.~~

* Option 3 was eliminated after deliberation with the Town Administrator and Head of The Department of Public it deemed unadvisable due to staffing, and logistical issues.

We then created a model criteria and ranking system to score each option with the identified criteria

Criteria to Compare Campground Management Options.	Value/ Weight	OPTION 1 LEASE TO OPERATOR	Weighted Score option 1	OPTION 2 HIRE MGMT COMPANY	Weighted Score option 2
Least Exposure to Financial Liability	5	5	25	2	10
Least General Liability to Town	4	4	16	1	4
Meets Value Propositions: See value propositions addendum	4	2	8	5	20
Potential for Profitability for Town	3	3	9	4	12
Ease of operations for the town	5	5	25	3	15
Ease of contracting	2	4	8	3	6
Control over operations	3	2	6	5	15
Total Weighted Score			97		82

*Value Proposition Addendum for 6-year operation of the Campground:

- **Products and services:**
 - Nightly, weekly and seasonal lodging
 - Convenient camp store (retail goods)
- **Problems solved:**
 - Workforce housing
 - Retaining affordable vacation opportunities
 - Offsetting the debt service payments
- **Value of problems solved:**
 - More opportunities for businesses to house their workforce
 - Maintains a diverse character of town
 - Benefit taxpayers by reducing their tax bill
 - Retain and potentially expand general store in South Wellfleet

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Financial Projections

Leasing the campground

OPTION-1 Projected Net Income							
Year	2023	2023	2025	2026	2027	2028	6 year total
Lease Payments Made to the Town	\$180,000	\$180,000	\$180,000	\$196,000	\$196,000	\$196,000	\$954,000
Capital Costs Structures	\$40,500	\$38,000	\$52,500				\$131,000
Capital Costs Utilities	\$69,500	\$72,280	\$75,171	\$78,178	\$81,305	\$84,558	\$460,992
Total Projected income for town	\$70,000	\$69,720	\$52,329	\$117,822	\$114,695	\$111,442	\$535,008

Hiring a Management Company

OPTION-2 Projected Net Income							
Year	2023	2024	2025	2026	2027	2028	6 year total
Income after operations expenses	\$487,000	\$507,000	\$527,000	\$548,080	\$570,003	\$592,803	\$3,231,886
Contract Costs including MGMT pay	\$250,000	\$260,000	\$270,400	\$281,216	\$292,464	\$304,162	\$1,658,242
Profit sharing Incentive	\$47,400	\$49,400	\$51,320	\$53,372	\$55,508	\$57,729	\$314,729
Capital Costs Structures	\$40,500	\$38,000	\$52,500				\$131,000
Capital Costs Utilities	\$69,500	\$72,280	\$75,171	\$78,178	\$81,305	\$84,558	\$460,992
Total Projected income for town	\$79,600	\$57,609	\$77,609	\$135,314	\$140,720	\$146,534	\$637,386

*unknown additional for costs may be associated with staff time, financial oversight, and administrative time.

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SYNOPSIS

OPTION-1: Lease the entire campground to an operator

The option that scored the highest in our criteria was lease the entire campground to an operator. This is the least complicated scenario and if a contract is awarded, will generate a guaranteed income for the the town while reducing financial risk, liability and workload for departments, staff and administration. Based on our assumptions listed below. Option-1 is not the most profitable option and there is some lack of control over the operation such as rents, prices, and enforcing rules. However the town would be listed as insured, indemnified from liability from the operator.

OPTION-2: Hiring a Management Company to run the campground on behalf of the town

Option-2 Hiring a Management Company to run the campground on behalf of the town, is also a viable option though it scored slightly lower than option-1 in our weighted score. Option-2 has the potential to be more profitable for the town over time. It also has a higher financial liability and the town could stand to lose money as well. In Option-2 the town would be liable for all activity on the campground and would be responsible for oversight of the finances, all the expenses, repairs and maintenance, start-up and closedown costs as well as financing the day to day operations. This would put a burden on the accounting team as well as the DPW, and administration. At this point there is not a dollar figure as to the costs it would incur on the administrative side but there is a potential that the costs that may need to be incurred could diminish the return to a level that is comparable to Option-1.

OPTION-3: The Town operating the campground as a town controlled entity

Though this option was ruled out as a recommended option due to concerns about staffing and logistical issues. It is feasible that the town could solely operate the seasonal trailer rental sites to satisfy the P&S agreement. In this scenario the town could choose to lease out the store and close the transient camping sites as well as the nightly and weekly cabins. The working group advises the town to further investigate the costs associated with operating at a lowered capacity. We believe that this is a viable option should the town fail to secure a contract to lease or secure a management company. The seasonal trailer rental sites represent the majority of income generated by the business and provide a healthy profit margin. Further analysis is needed to determine the extent that this may be profitable for the town.

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ASSUMPTIONS AND CONSIDERATIONS

Assumptions for leasing the property including the store
That Capital Costs over 6 years amount to \$704,805.29 as estimated by the 6yr capital plan.
The lease holder would be responsible for all repairs and maintenance not considered a capital expense and are under \$3000 in cost per event.
The total income of the property is maintained at or above the previous 3 year average.
The Minimum bid is set at 150% of expected operating costs including capital expenses.
That the lessee indemnifies the town, carries its own insurance policy and lists the town as insured
Assumptions for hiring an operator to manage and run the campground on behalf of the town
That Capital Costs over 6 years amount to \$704,805.29 as estimated by the 6yr capital plan.
The total income of the property is maintained at or above the previous 3 year average.
The Salary for the management company is responsible for staffing and paying salaries and wages.
The Town would be responsible for all maintenance, repairs and capital costs and expenses.
The compensation of the management company would include a 20% profit sharing incentive
Contract with the management company would include management salaries and begins at \$250,000/yr

- Compensation and financial breakdowns based on data provided by John Gauthier
- All spreadsheet formulas based on a set of assumption listed at bottom of P&L sheet
- Assumptions and spreadsheet reviewed by John Gauthier at a meeting held July 25, 2022 and attended by Ryan Curley, Mike DeVasto, Nancy Najmi and Farrukh Najmi of Operations sub-committee and Fred Magee of The Finance Committee
- 2022 numbers based on max or average depending on the line item
- 2023, 2024, 2025 numbers based on 4% increase each year
- **Projected Net Income: 2022: \$450,000, 2023: \$487,000, 2024: \$507,000, 2025: \$527,000**
- **Capital Expenses were removed from profit and loss as they are not yearly business expenses**

- **All of above work in various sheets of the following spreadsheet:**
 - https://docs.google.com/spreadsheets/d/1N_7UA2zm2WOgUF7EOUP1DJISXXmrs_Op/edit?usp=sharing&oid=101306967620922738120&rtpof=true&sd=true

Ordinary Income/Expense	2019	2020	2021	2022	2023	2024	2025	Assumptions for 2022 Projection	Notes
Income									
General Store and Propane									
Store sales	\$328,866.00	\$281,655.00	\$230,856.00	\$328,866.00	\$342,020.64	\$355,701.47	\$369,929.52	Use max of 2019, 2020,2020	
Campground: Seasonal	\$689,958.00	\$742,676.00	\$794,897.00	\$540,500.00	\$562,120.00	\$584,604.80	\$607,988.99	\$4,700 per season fee * 115 paid, 128 total	180 campsites.
Campground: Transient								Full / partial 80% occupancy for 10 weeks in-season, 20% occupancy for 7 off-season weeks, using weekly rates No Hookups: 10% occupancy for 10 weeks in-season, None off-season	16 tent sites No hookup @ \$50 / night 40 Electric, Water @ \$75 / night
No hookup - Tent				\$5,040.00	\$5,241.60	\$5,451.26	\$5,669.31		
Partial hookup				\$168,000.00	\$174,720.00	\$181,708.80	\$188,977.15		40 campsites
Full hookup									
Cottages / Cabin								70% occupancy for 9 weeks in-season, 15% occupancy for 4 weeks off-season weeks, using weekly rates	11 cottages / cabin. June 27-Sep 6 (High season): 6 Cabins @ \$125-135 / night or \$800-850 / week. 1 duplex: \$210-230 / night, \$1150-1250 / week 4 cottages: \$170-190 / night, \$1050-1150 / week 11 cottages / cabin. May 21 – June 27, Sep 7 – Oysterfest? (Off season): 6 Cabins are \$95-100 / night or \$600-650 / week. 1 duplex: \$140-150 / night, \$850-950 / week 4 cottages: \$120-140 / night, \$750-850 / week
1 Duplex				\$8,100.00	\$8,424.00	\$8,760.96	\$9,111.40		0
6 Cabins				\$27,862.50	\$28,977.00	\$30,136.08	\$31,341.52		
4 Cottages				\$30,360.00	\$31,574.40	\$32,837.38	\$34,150.87		
Other									
Interest income	\$451.00	\$567.00	\$249.00						
Expense									
Repairs and Maintenance	\$16,579.00	\$24,777.00	\$13,493.00	\$18,283.00	\$19,014.32	\$19,774.89	\$20,565.89	Some capital expenses may have been factored into repair and maintenance cost.	
Mass Certificate	\$109.00	\$109.00	\$109.00	\$109.00	\$109.00	\$109.00	\$109.00		
Mass Corporate fee	\$456.00	\$456.00	\$456.00	\$456.00	\$456.00	\$456.00	\$456.00		
Association Dues. and advertising	\$4,084.00	\$4,449.00	\$3,831.00	\$3,831.00	\$3,831.00	\$3,831.00	\$3,831.00		Chamber of commerce?
Auto	\$5,495.00	\$5,016.00	\$4,612.00	\$4,612.00	\$4,612.00	\$4,612.00	\$4,612.00		Need details. Are there autos owned by business?
Charity	\$1,405.00	\$2,107.00	\$650.00	\$0.00	\$0.00	\$0.00	\$0.00		
Supplies	\$9,586.00	\$4,719.00	\$5,144.00	\$6,483.00	\$6,742.32	\$7,012.01	\$7,292.49		Supplies are separate from store and cover brochures, office supplies, bedding , cleaning materials etc

Miscellaneous	\$13,298.00	\$2,691.00	\$10,813.00	\$8,934.00	\$9,291.36	\$9,663.01	\$10,049.53	Miscellaneous is a catch all and can vary from year to year \$ 3 to 4000 for web hosting, social media, and listings
Insurance (Property)	\$12,539.00	\$9,702.00	\$11,500.00	\$11,247.00	\$11,696.88	\$12,164.76	\$12,651.35	
Professional Service								
Accounting and Legal	\$1,800.00	\$2,350.00	\$1,955.00	\$2,035.00	\$2,116.40	\$2,201.06	\$2,289.10	
Office Supplies and Expenses								
Postage	\$117.00	\$215.00	\$175.00	\$169.00	\$175.76	\$182.79	\$190.10	
Utilities								
Cable and Phone	\$30,259.00	\$29,359.00	\$35,269.00	\$35,269.00	\$36,679.76	\$38,146.95	\$39,672.83	
Oil	\$1,312.00	\$507.00	\$804.00	\$2,000.00	\$2,080.00	\$2,163.20	\$2,249.73	
Propane	\$1,120.00	\$2,258.00	\$4,745.00	\$5,000.00	\$5,200.00	\$5,408.00	\$5,624.32	
Electric	\$53,742.00	\$45,025.00	\$52,392.00	\$65,000.00	\$67,600.00	\$70,304.00	\$73,116.16	2022 projection comes from Gauthiers.
Refuse	\$5,087.00	\$5,516.00	\$7,322.00	\$7,322.00	\$7,614.88	\$7,919.48	\$8,236.25	
Taxes								
Real Estate Tax	\$20,174.00	\$20,637.00	\$20,686.00	\$20,686.00				
Medicare	\$1,724.00	\$1,724.00	\$1,597.00	\$1,681.67	\$1,748.93	\$1,818.89	\$1,891.65	
Soc. Security	\$7,373.00	\$7,373.00	\$6,830.00	\$7,192.00	\$7,479.68	\$7,778.87	\$8,090.02	
EMAC	\$556.00	\$124.00	\$246.00	\$308.67	\$321.01	\$333.85	\$347.21	
FUTA	\$339.00	\$246.00	\$277.00	\$287.33	\$298.83	\$310.78	\$323.21	
SUTA	\$4,105.00	\$2,357.00	\$2,677.00	\$3,046.33	\$3,168.19	\$3,294.91	\$3,426.71	
WTF	\$68.00	\$36.00	\$41.00	\$48.33	\$50.27	\$52.28	\$54.37	
MA Dis. Tax	\$119.00	\$155.00	\$233.00	\$169.00	\$175.76	\$182.79	\$190.10	
Excise	\$226.00	\$275.00	\$268.00	\$256.33	\$266.59	\$277.25	\$288.34	
Payroll								
Employee payroll	\$149,999.00	\$118,923.00	\$113,339.00					
Store employee payroll				\$34,650.00	\$36,036.00	\$37,477.44	\$38,976.54	
Cottage and cabin employee				\$15,000.00	\$15,600.00	\$16,224.00	\$16,872.96	
Campground employee payroll				\$63,400.00	\$65,936.00	\$68,573.44	\$71,316.38	
Additional payroll to cover work done by owners				\$125,000.00	\$130,000.00	\$135,200.00	\$140,608.00	
Payroll Service	\$1,910.00	\$1,860.00	\$2,300.00	\$2,300.00	\$2,392.00	\$2,487.68	\$2,587.19	
Employee Benefits								
Insurance (Medical)	\$36,611.00	\$49,048.00	\$49,416.00					Was for owners only
Keough Plan	\$18,300.00	\$24,750.00	\$21,000.00					Was for owners only
Cost of Goods for Store	\$216,755.00	\$193,317.00	\$122,663.00	\$216,755.00	\$225,425.20	\$234,442.21	\$243,819.90	Staffing issues led to shorter hours in 2020 and
Total Income	\$1,019,275.00	\$1,024,898.00	\$1,026,002.00	\$1,108,728.50	\$1,153,077.64	\$1,199,200.75	\$1,247,168.78	
Total Expense	\$598,668.00	\$535,304.00	\$481,350.00	\$661,530.67	\$666,118.13	\$692,402.54	\$719,738.32	
Net Income	\$420,607.00	\$489,594.00	\$544,652.00	\$447,197.83	\$486,959.51	\$506,798.21	\$527,430.46	
Total Store Income				\$328,866.00	\$342,020.64	\$355,701.47	\$369,929.52	

										0.1 * (Total expense - cost of goods for store - employee payroll cost) + cost of goods for store + store employee payroll
		Total Store Expense				\$284,577.57	\$293,773.29	\$305,488.19	\$317,671.69	
		Net Store Income				\$44,288.43	\$48,247.35	\$50,213.27	\$52,257.84	
		Total Cabin/Cottages Income				\$66,322.50	\$68,975.40	\$71,734.42	\$74,603.79	
		Total Cabin/Cottages Expense				\$48,172.57	\$47,912.09	\$49,792.55	\$51,748.21	0.1 * (Total expense - cost of goods for store - payroll expenses) + cabin/cottage payroll
		Net Cabin/Cottages Income				\$18,149.93	\$21,063.31	\$21,941.87	\$22,855.58	This is high. For 2021 this was 29351, gross 69360, expense 40,009
		Total Campground Income				\$713,540.00	\$742,081.60	\$771,764.86	\$802,635.46	
		Total Campground Expense				\$328,780.53	\$324,432.75	\$337,121.80	\$350,318.42	0.80 * (Total expenses - cost of goods for store) + campground payroll
		Net Campground Income				\$384,759.47	\$417,648.85	\$434,643.06	\$452,317.04	This is low. For 2021 net: 511,116 gross: 752792, expense: 240675

Assumptions

Total # of campsite 180

Seasonal campground

Campground seasonal fee 4700 \$4,700.00 \$4,888.00 \$5,083.52 \$5,286.86
 # of Seasonal Campground rentals based on red 115

Transient campground

of rental days in-season 63
 # of rental days off-season 28

No hookup tent sites

of no hookup tent sites 16
 No hookup nightly fee (in-season) 50 \$50.00 \$52.00 \$54.08 \$56.24
 Occupancy rate in-season for No hookup 0.1

Occupancy rate is low.

Partial / Full Hookup Sites

of Partial Hookup sites (water electric) 40
 Partial hookup site nightly fee (in-season) 75 \$75.00 \$78.00 \$81.12 \$84.36
 Partial hookup site nightly fee (off-season) 75 \$75.00 \$78.00 \$81.12 \$84.36
 Occupancy rate in-season for Full/Partial hooku 0.8
 Occupancy rate off-season for Full/Partial hooku 0.2

Cottages and Cabin

of cabins 5
 Nightly fee cabin in-season (\$125-135) 130 \$130.00 \$135.20 \$140.61 \$146.23
 Weekly fee cabin in-season (\$800-850) 825 \$825.00 \$858.00 \$892.32 \$928.01
 Nightly fee cabin off-season (\$95-100) 100 \$100.00 \$104.00 \$108.16 \$112.49
 Weekly fee cabin off-season (\$600-650) 625 \$625.00 \$650.00 \$676.00 \$703.04
 # of cottages 4
 Nightly fee cottage in-season (\$170-190) 180 \$180.00 \$187.20 \$194.69 \$202.48
 Weekly fee cottage in-season (\$1050-1150) 1100 \$1,100.00 \$1,144.00 \$1,189.76 \$1,237.35
 Nightly fee cottage off-season (\$120-140) 130 \$130.00 \$135.20 \$140.61 \$146.23
 Weekly fee cottage off-season (\$750-850) 800 \$800.00 \$832.00 \$865.28 \$899.89
 # of duplexes 1
 Nightly fee duplex in-season (\$210-230) 220 \$220.00 \$228.80 \$237.95 \$247.47
 Weekly fee duplex in-season (\$1150-1250) 1200 \$1,200.00 \$1,248.00 \$1,297.92 \$1,349.84
 Nightly fee duplex off-season (\$140-150) 145 \$145.00 \$150.80 \$156.83 \$163.11
 Weekly fee duplex off-season (\$850-950) 900 \$900.00 \$936.00 \$973.44 \$1,012.38

Occupancy rate in-season for Cottages/Cabins 0.7
 Occupancy rate off-season for Cottages/Cabins 0.15

Expenses

Store Expenses	
# of employees	6
Hourly pay rate for employees	15
# of hours worked by each store employee (11 weeks, 5 hr/day)	385
Total store wages	34650

35000

Cottage and Cabin Expenses

# of employees (3-4)	4
Hourly pay rate for employees	15
# of hours worked by each employee	250
Total cottage and cabin wages	15000

Campground

# of employees (3-4)	4
Hourly pay rate for employees	15
# of hours worked by each employee	1056.666667
Total cottage / cabin wages	63400

Additional wages to cover services provided by Gauthiers 125000

% of total unbroken costs for Store costs	0.1
% of total unbroken costs for Cottages/Cabins costs	0.1
% of total unbroken costs for campground costs	0.8

Repair and maintenance % increase each year

0.04

4.00%

4.00%

4.00%

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Products and services:

Nightly, weekly and seasonal lodging
Convenient camp store (retail goods)

Problems solved

Workforce housing
Retaining affordable vacation opportunities
Offsetting the debt service payments

Value of problems solved

More opportunities for businesses to house their workforce
Maintains a diverse character of town
Benefit tax payers by reducing their tax bill
Retain and potentially expand general store in South Wellfleet

Options. Consider the implications for the Town of	Weight	CAMPGROUND	score
Least Exposure to Financial Liability	5		5
Least General Liability to Town	4		4
addendum	4		2
Potential for Profitability for Town	3	Guaranteed profit to town	3
Ease of operations for the town	5	town staffing minimal	5
Campground Reservation system			
oversight of management and accounting			
Grounds and Maintenance			
Seasonal Startup and Shutdown			
Funds to stock store, propane, opening costs			
Website for campground			
Ease of contracting	2		4
Control over operations	3	parameters in RFP	2
Total Weighted Score			

score

COMPANY TO RUN THE

score

Score

25

2

10

16

1

4

0

0

8

5

20

9 Potential for greater profit to the town

4

12

0

0

25 below

3

15

0

0

0

0

0

0

0

0

0

0

0

0

0

0

8

3

6

0

0

6 Town has flexibility over operations

5

15

97

82



Assumptions for leasing the property including the store

That Capital Costs over 6 years amount to \$704,805.29 as estimated by the 6yr capital plan.
The lease holder would be responsible for all repairs and maintenance not considered a capital expense and are under \$3000 in cost per event.
The total income of the property is maintained at or above the previous 3 year average.
The Minimum bid is set at 150% of expected carrying costs.
That the lessee indemnifies the town, carries its own insurance policy and lists the town as insured.

Assumptions for hiring an operator to manage and run the campground on behalf of the town

That Capital Costs over 6 years amount to \$704,805.29 as estimated by the 6yr capital plan.
The total income of the property is maintained at or above the previous 3 year average.
The Salary for the management company is responsible for staffing and paying salaries and wages.
The Town would be responsible for all maintenance, repairs and capital costs and expenses.
The compensation of the management company would include a 20% profit sharing incentive
The compensation of the management company would include management salaries of \$125,000 which is based on the estimate from the current owners.

Maurice's Campground
 6-year forecast for repairs/maintenance
 5-Jul-22

	Year 1	Year 2	Year 3	Year 4	Year 5
A - Structures					
Shower House and Bath Building 4th St					
Roof			\$6,000.00		
Windows/Doors		\$4,000.00			
Foundation			\$10,000.00		
Bathroom Annex					
Roof		\$4,000.00			
Windows/Doors			\$2,500.00		
Foundation			\$5,000.00		
Cabin 1					
Rear roof		\$1,500.00			
Windows/Doors	\$2,000.00				
Foundation			\$2,000.00		
Cabin 2					
Rear roof		\$1,500.00			
Windows/Doors	\$2,000.00				
Foundation			\$2,000.00		
Cabin 3					
Front and rear roof		\$3,000.00			
Windows/Doors	\$2,000.00				
Foundation			\$2,000.00		
Cabin 4					
Front and rear roof		\$3,000.00			
Windows/Doors	\$2,000.00				
Foundation			\$2,000.00		
Flooring	\$1,500.00				
Cabin 5/6 Duplex					
Front and rear roof		\$5,000.00			
Windows/Doors	\$3,000.00				
Foundation			\$3,000.00		
Cabin 7					
Windows/Doors	\$2,000.00				
Foundation			\$2,000.00		
Bathroom Building Center Street					
Front and rear roof		\$4,000.00			
Windows/Doors	\$2,000.00				
Foundation			\$2,000.00		
Cottage 9					
Rear roof		\$2,000.00			
Windows/Doors	\$2,000.00				
Foundation			\$2,000.00		
Cottage 10					

Rear roof		\$2,000.00			
Windows/Doors	\$2,000.00				
Foundation			\$2,000.00		
Cottage 11					
Rear roof		\$2,000.00			
Windows/Doors	\$2,000.00				
Foundation			\$2,000.00		
Cottage 12					
Rear roof		\$2,000.00			
Windows/Doors	\$2,000.00				
Foundation			\$2,000.00		
Office					
Rear roof		\$4,000.00			
Windows/Doors	\$4,000.00				
Foundation			\$4,000.00		
Flooring	\$2,000.00				
Storage Building - Pump House					
Windows/Doors	\$2,000.00				
Interior ceiling	\$3,000.00				
Interior exposed f	\$3,000.00				
Flooring	\$2,000.00				
Foundation			\$2,000.00		
Trailers					
Upgrade/Replacement					
Disposal					
	Year 1	Year 2	Year 3	Year 4	Year 5
Total	\$40,500.00	\$38,000.00	\$52,500.00	\$0.00	\$0.00
Grand total for St	\$131,000.00				

Year 6		Year 1	Year 2	Year 3
		B - Utilities (4% annual in		
	Boilers			
	Replacement/Upgrade			
	Commissioning/Y	\$500.00	\$520.00	\$540.80
	Water Heaters			
	Replacement/Upg	\$10,000.00		
	Commissioning/Y	\$1,000.00	\$1,040.00	\$1,081.60
	Water system			
	Pump replacement			\$15,000.00
	DEP licensing/test	\$500.00	\$520.00	\$540.80
	General yearly ma	\$700.00	\$728.00	\$757.12
	Circulating pumps			
	Yearly Maintenanc	\$500.00	\$520.00	\$540.80
	Replacement/Upgrade			\$10,000.00
	Electrical Systems			
	Replacement/Upg	\$50,000.00		
	Yearly Maintenanc	\$1,000.00	\$1,040.00	\$1,081.60
	Septic Systems			
	Upgrades/Replacements			
	Yearly Maintenance			
		Year 1	Year 2	Year 3
	Total	\$64,200.00	\$4,368.00	\$29,542.72
	Grand total for Ut	\$112,858.50		
		Year 1	Year 2	Year 3
		C - Yearly Grounds/Services (4% a		
	Pavement/Roads			
	Yearly Maintenanc	\$2,000.00	\$2,080.00	\$2,163.20
	Drainage Structures			
	Yearly Maintenanc	\$1,500.00	\$1,560.00	\$1,622.40
	Grounds			

		Spring cleanup	\$5,000.00	\$5,200.00	\$5,408.00
		Summer	\$20,000.00	\$20,800.00	\$21,632.00
		Trash removal			
		Dumpster disposa	\$5,000.00	\$5,200.00	\$5,408.00
		Structures			
		Yearly Cleaning	\$20,000.00	\$20,800.00	\$21,632.00
		Yearly Misc. Main	\$2,000.00	\$2,080.00	\$2,163.20
		Yearly Fuel usage	\$3,000.00	\$3,120.00	\$3,244.80
		Yearly Electricity u	\$10,000.00	\$10,400.00	\$10,816.00
		Yearly Trailer Mai	\$1,000.00	\$1,040.00	\$1,081.60
			Year 1	Year 2	Year 3
		Total	\$69,500.00	\$72,280.00	\$75,171.20
		Grand total for	\$460,991.79		

		Grand total for A,	\$704,850.29

Year 6
\$0.00

Year 4	Year 5	Year 6
crease)		
\$562.43	\$584.93	\$608.33
\$1,124.86	\$1,169.86	\$1,216.65
\$562.43	\$584.93	\$608.33
\$787.40	\$818.90	\$851.66
\$562.43	\$584.93	\$608.33
\$1,124.86	\$1,169.86	\$1,216.65
Year 4	Year 5	Year 6
\$4,724.43	\$4,913.41	\$5,109.94

Year 4	Year 5	Year 6
nnual increase)		
\$2,249.73	\$2,339.72	\$2,433.31
\$1,687.30	\$1,754.79	\$1,824.98

\$5,624.32	\$5,849.29	\$6,083.26
\$22,497.28	\$23,397.17	\$24,333.06
\$5,624.32	\$5,849.29	\$6,083.26
\$22,497.28	\$23,397.17	\$24,333.06
\$2,249.73	\$2,339.72	\$2,433.31
\$3,374.59	\$3,509.58	\$3,649.96
\$11,248.64	\$11,698.59	\$12,166.53
\$1,124.86	\$1,169.86	\$1,216.65
Year 4	Year 5	Year 6
\$78,178.05	\$81,305.17	\$84,557.38



SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: August 16, 2022

III

BUSINESS

~ B ~

REQUESTED BY:	80 State Highway/Maurice's Campground
DESIRED ACTION:	To view and present the finance plan for Maurice's Campground
PROPOSED MOTION:	I move to approve the financing plan as presented
SUMMARY:	
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea ____ Nay ____ Abstain ____



Town OF WELLFLEET

300 MAIN STREET WELLFLEET MASSACHUSETTS 02667
Tel (508) 349-0300 Fax (508) 349-0305
www.wellfleet-ma.gov

Maurice's Campground/80 State Hwy Purchasing Financing Plan

Objective: The proposed purchase of Maurice's Campground/80 State Hwy is a once-in-a-generation opportunity to address our critical housing needs. We are excited to bring a purchase and sale agreement for the property to the voters for \$6.5M. We are proposing to use three additional sources to finance the purchase in addition to the tax levy to reduce the impact on the tax rate. We are in a full-blown housing crisis that this purchase will help us mitigate. To purchase the property, the Town will issue one General Obligation Bond subject to a Debt Exclusion for the entirety of the purchase. The responsibility for paying this bond will be divided among the sources identified. See charts on pages 5 & 6.

Impact of Interest Rates:

After years of relatively static and historically low-interest rates, we know that the rates will continue to change as the FED combats high inflation and will be a floating target until the bond is issued. For the sake of time, we have assumed an interest rate of 4.5%. Every ½ percent increase in the rate adds approximately \$500,000 in cost incurred for the life of a 30-year loan if the Town were to finance the entirety of the purchase.

Bond Structure

A typical Muni bond's payments are the interest on the amount outstanding and the principal. This results in a debt service where the highest payments are at the start of the life of the loan and decrease each subsequent year. To illustrate, for a 30-year bond at 4.5%, the first payment would be \$510,000, and the final payment would be \$226,416.

Borrowing Term (Length):

A Municipal Bond can be for whatever length is desirable for a municipality. A shorter length increases the yearly payments, whereas a longer-term bond decreases the annual payments but increases the cost to service the loan. The impact of higher interest rates becomes more pronounced the greater the loan's term. For borrowing of this nature, a 30-year term is common, but the Town should be aware of the choice between a 30-year term and a 20-year term. Below are the costs associated with a \$6.5 million loan for twenty and thirty years at two interest rates.

	30 Year Loan	20 Year Loan
APR	4.5%	4.5%
Total Cost of Loan	\$11,033,750	\$9,571,250
APR	5%	5%
Total Cost of Loan	\$11,537,500	\$9,912,500

Funding Sources:

Community Preservation Act Funds (CPA)

The CPC can approve requests for funding for housing initiatives. These must be accompanied by a deed restriction for housing serving 100% of AMI or less. We identified a three-acre section of the property where such a deed restriction could be applied without impacting the continued operations of the Campground or the Town’s flexibility in developing the parcel. The CPA as a funding source for this purchase is unique as cash on hand can be committed to reducing the overall General Obligation Bond. Committing CPA funds on hand in addition to bonding that can be expended for housing will somewhat reduce the impact on CPA funds in the future.

Approved Request to the CPC: The appraised value of a 3-acre portion of the property that is vacant land to be deed-restricted to the development of affordable housing, subject to the approval of the purchase is \$645,000.

Maurice’s Campground Operations:

The Town has committed to running the Campground for six years. A third-party operator will assume the responsibility for running the Campground. The Campground operates with a healthy margin, and the ongoing operations of the campground can be reasonably expected to generate net revenue for the Town that can then be used to pay down the bond. The Seller estimates that the Town could receive \$200,000 on a yearly basis if an operator runs the Campground. The Town will not know exactly how much it can expect to receive yearly for the campground operations until the Town goes out to bid, and as such, we are budgeting conservatively. As such the average yearly contribution towards the debt service has been budgeted for \$96,000/yr over the life of the operations (\$500,000 of the initial debt).

Mixed-Income Housing Stabilization Fund

At the 2022 Annual Town Meeting, the voters approved two community impact fees on certain types of short-term rentals at the maximum rate of 3%. The MA Department of Revenue is responsible for collecting these fees. These fees are effective October 1. 65% of the revenues received from these impact fees are deposited in the Mixed-Income Housing Stabilization Fund

and 35% in the Affordable Housing Stabilization Fund. Subject to the voters' approval at the 2023 Annual Town Meeting, we can commit two fiscal quarters of receipts covering from Oct 1, 2022, to March 2023. These two quarters account for approximately 60% of room tax receipts. This funding source will have the greatest variance until the Town has actuals, and revenues must be conservatively estimated. A conservative estimate of receipts of this fund is between \$35,000 & \$55,000/yr and between \$21,000 and \$35,000 for these two quarters.

Recommendation:

A conservative estimate of these revenues should be able to fund \$350-600,000 of the total purchase price so we have assumed \$400,000. This could be increased subsequently by approximately 80% once there is a full year of receipts on hand (\$630,000-840,000). Due to the variable nature of short-term rentals, the fund should never be 100% appropriated. We have projected level funding from the Mixed Income Stabilization Fund.

Affordable Housing Stabilization Fund

Similar to the Mixed-income Housing Stabilization Fund. This is funded via 35% of the receipts for the two community impact fees on certain types of short-term rentals. This fund is subject to supporting housing with 80% of AMI. Where this fund is comprised of 35% of the community impact fees, it will be relatively modest. Utilizing the Affordable Housing Stabilization Fund to purchase Maurice's is infeasible due to its restrictions and the modest revenues expected for this fund.

Recommendation

Utilize the Affordable Housing Stabilization Fund to replace expenditures related to the due diligence work conducted on the property by the Affordable Housing Trust.

Residential Tax Exemption

Wellfleet has a residential tax exemption for primary residences. The tax exemption is for 25% of a median-priced home. This is revenue neutral and is offset by increased taxes on residences that are not primary residences. The net result is a 21.52% reduction in taxes on a primary residences and a 4.64% increase on seasonally occupied houses.

Maurice's Campground/80 State Hwy Purchasing Financing Plan

Note: contributions are for the assumption of the initial bond the fund sources identified are also responsible for the interest in addition to the initial principle. (FY 2022 Median Home Value \$629,000, total assessed value \$2,558,224,589)

	30 Year Loan	20 Year Loan	% of Total
Total	\$6,500,000		
CPC Contribution	\$645,000		9.92%
Campground Operations	\$500,000		7.69%
Mixed-Income Housing Stabilization Fund	\$400,000		6.15%
Total Reduction on Levy	\$1,950,000		
APR	4.50%	4.50%	
Est Total Cost of Loan	\$11,033,750	\$9,571,250	
EST Avg Median Valued Home W RE	\$54.79	\$73.51	
EST Avg Median Valued House WO RE	\$ 73.06	\$98.01	
APR	5%	5%	
Total Cost of Loan	\$11,537,500	\$9,912,500	
EST Avg Median Valued Home W RE	\$57.41	\$76.10	
EST Avg Median Valued House WO RE	\$76.54	\$101.46	

EST SCHEDULE OF PAYMENTS @ 4.5% APR 30 YR

FISCAL YEAR	CPC	Campground Operations	Mixed Income	Levy	Median Valued Home With RE	Median Valued House Without RE
2023	0	\$0.00	\$0.00			
2024	\$50,525.00	\$105,833.33	\$22,633.33	\$330,175.00	\$62.52	\$83.36
2025	\$49,557.50	\$102,083.33	\$22,633.33	\$325,142.50	\$61.57	\$82.09
2026	\$48,590.00	\$98,333.33	\$22,633.33	\$320,110.00	\$60.61	\$80.82
2027	\$47,622.50	\$94,583.33	\$22,633.33	\$315,077.50	\$59.66	\$79.55
2028	\$46,655.00	\$90,833.33	\$22,633.33	\$310,045.00	\$58.71	\$78.28
2029	\$45,687.50	\$87,083.33	\$22,633.33	\$305,012.50	\$57.76	\$77.01
2030	\$44,720.00		\$22,633.33	\$383,313.33	\$72.58	\$96.78
2031	\$43,752.50		\$22,633.33	\$374,530.83	\$70.92	\$94.56
2032	\$42,785.00		\$22,633.33	\$365,748.33	\$69.26	\$92.34
2033	\$41,817.50		\$22,633.33	\$356,965.83	\$67.59	\$90.12
2034	\$40,850.00		\$22,633.33	\$348,183.33	\$65.93	\$87.91
2035	\$39,882.50		\$22,633.33	\$339,400.83	\$64.27	\$85.69
2036	\$38,915.00		\$22,633.33	\$330,618.33	\$62.60	\$83.47
2037	\$37,947.50		\$22,633.33	\$321,835.83	\$60.94	\$81.25
2038	\$36,980.00		\$22,633.33	\$313,053.33	\$59.28	\$79.04
2039	\$36,012.50		\$22,633.33	\$304,270.83	\$57.61	\$76.82
2040	\$35,045.00		\$22,633.33	\$295,488.33	\$55.95	\$74.60
2041	\$34,077.50		\$22,633.33	\$286,705.83	\$54.29	\$72.38
2042	\$33,110.00		\$22,633.33	\$277,923.33	\$52.63	\$70.17
2043	\$32,142.50		\$22,633.33	\$269,140.83	\$50.96	\$67.95
2044	\$31,175.00		\$22,633.33	\$260,358.33	\$49.30	\$65.73
2045	\$30,207.50		\$22,633.33	\$251,575.83	\$47.64	\$63.52
2046	\$29,240.00		\$22,633.33	\$242,793.33	\$45.97	\$61.30
2047	\$28,272.50		\$22,633.33	\$234,010.83	\$44.31	\$59.08
2048	\$27,305.00		\$22,633.33	\$225,228.33	\$42.65	\$56.86
2049	\$26,337.50		\$22,633.33	\$216,445.83	\$40.98	\$54.65
2050	\$25,370.00		\$22,633.33	\$207,663.33	\$39.32	\$52.43
2051	\$24,402.50		\$22,633.33	\$198,880.83	\$37.66	\$50.21
2052	\$23,435.00		\$22,633.33	\$190,098.33	\$36.00	\$47.99
2053	\$22,467.50		\$22,633.33	\$181,315.83	\$34.33	\$45.78
Total Cost	\$1,094,887.50	\$578,749.98	\$679,000.00	\$8,681,112.42	\$1,643.80	\$2,191.73
Average Cost YR					\$54.79	\$73.06

FISCAL YEAR	Interest Rate	Total Bond Principle	PRINCIPAL	Service	Total	CPC	PRINCIPAL	Service	YR Total	Campground Operations	PRINCIPAL
2023	4.50%	\$6 500 000				\$645 000.00	0	0	0	\$500 000.00	
2024	4.50%	\$6 283 333	\$216 666.67	\$292 500.00	\$509 166.67	\$623 500.00	\$21 500.00	\$29 025.00	\$50 525.00	\$416 666.67	\$83 333.33
2025	4.50%	\$6 066 667	\$216 666.67	\$282 750.00	\$499 416.67	\$602 000.00	\$21 500.00	\$28 057.50	\$49 557.50	\$333 333.33	\$83 333.33
2026	4.50%	\$5 850 000	\$216 666.67	\$273 000.00	\$489 666.67	\$580 500.00	\$21 500.00	\$27 090.00	\$48 590.00	\$250 000.00	\$83 333.33
2027	4.50%	\$5 633 333	\$216 666.67	\$263 250.00	\$479 916.67	\$559 000.00	\$21 500.00	\$26 122.50	\$47 622.50	\$166 666.67	\$83 333.33
2028	4.50%	\$5 416 667	\$216 666.67	\$253 500.00	\$470 166.67	\$537 500.00	\$21 500.00	\$25 155.00	\$46 655.00	\$83 333.33	\$83 333.33
2029	4.50%	\$5 200 000	\$216 666.67	\$243 750.00	\$460 416.67	\$516 000.00	\$21 500.00	\$24 187.50	\$45 687.50	\$0.00	\$83 333.33
2030	4.50%	\$4 983 333	\$216 666.67	\$234 000.00	\$450 666.67	\$494 500.00	\$21 500.00	\$23 220.00	\$44 720.00	\$0.00	
2031	4.50%	\$4 766 667	\$216 666.67	\$224 250.00	\$440 916.67	\$473 000.00	\$21 500.00	\$22 252.50	\$43 752.50	\$0.00	
2032	4.50%	\$4 550 000	\$216 666.67	\$214 500.00	\$431 166.67	\$451 500.00	\$21 500.00	\$21 285.00	\$42 785.00	\$0.00	
2033	4.50%	\$4 333 333	\$216 666.67	\$204 750.00	\$421 416.67	\$430 000.00	\$21 500.00	\$20 317.50	\$41 817.50	\$0.00	
2034	4.50%	\$4 116 667	\$216 666.67	\$195 000.00	\$411 666.67	\$408 500.00	\$21 500.00	\$19 350.00	\$40 850.00	\$0.00	
2035	4.50%	\$3 900 000	\$216 666.67	\$185 250.00	\$401 916.67	\$387 000.00	\$21 500.00	\$18 382.50	\$39 882.50	\$0.00	
2036	4.50%	\$3 683 333	\$216 666.67	\$175 500.00	\$392 166.67	\$365 500.00	\$21 500.00	\$17 415.00	\$38 915.00	\$0.00	
2037	4.50%	\$3 466 667	\$216 666.67	\$165 750.00	\$382 416.67	\$344 000.00	\$21 500.00	\$16 447.50	\$37 947.50	\$0.00	
2038	4.50%	\$3 250 000	\$216 666.67	\$156 000.00	\$372 666.67	\$322 500.00	\$21 500.00	\$15 480.00	\$36 980.00	\$0.00	
2039	4.50%	\$3 033 333	\$216 666.67	\$146 250.00	\$362 916.67	\$301 000.00	\$21 500.00	\$14 512.50	\$36 012.50	\$0.00	
2040	4.50%	\$2 816 667	\$216 666.67	\$136 500.00	\$353 166.67	\$279 500.00	\$21 500.00	\$13 545.00	\$35 045.00	\$0.00	
2041	4.50%	\$2 600 000	\$216 666.67	\$126 750.00	\$343 416.67	\$258 000.00	\$21 500.00	\$12 577.50	\$34 077.50	\$0.00	
2042	4.50%	\$2 383 333	\$216 666.67	\$117 000.00	\$333 666.67	\$236 500.00	\$21 500.00	\$11 610.00	\$33 110.00	\$0.00	
2043	4.50%	\$2 166 667	\$216 666.67	\$107 250.00	\$323 916.67	\$215 000.00	\$21 500.00	\$10 642.50	\$32 142.50	\$0.00	
2044	4.50%	\$1 950 000	\$216 666.67	\$97 500.00	\$314 166.67	\$193 500.00	\$21 500.00	\$9 675.00	\$31 175.00	\$0.00	
2045	4.50%	\$1 733 333	\$216 666.67	\$87 750.00	\$304 416.67	\$172 000.00	\$21 500.00	\$8 707.50	\$30 207.50	\$0.00	
2046	4.50%	\$1 516 667	\$216 666.67	\$78 000.00	\$294 666.67	\$150 500.00	\$21 500.00	\$7 740.00	\$29 240.00	\$0.00	
2047	4.50%	\$1 300 000	\$216 666.67	\$68 250.00	\$284 916.67	\$129 000.00	\$21 500.00	\$6 772.50	\$28 272.50	\$0.00	
2048	4.50%	\$1 083 333	\$216 666.67	\$58 500.00	\$275 166.67	\$107 500.00	\$21 500.00	\$5 805.00	\$27 305.00	\$0.00	
2049	4.50%	\$866 667	\$216 666.67	\$48 750.00	\$265 416.67	\$86 000.00	\$21 500.00	\$4 837.50	\$26 337.50	\$0.00	
2050	4.50%	\$650 000	\$216 666.67	\$39 000.00	\$255 666.67	\$64 500.00	\$21 500.00	\$3 870.00	\$25 370.00	\$0.00	
2051	4.50%	\$433 333	\$216 666.67	\$29 250.00	\$245 916.67	\$43 000.00	\$21 500.00	\$2 902.50	\$24 402.50	\$0.00	
2052	4.50%	\$216 667	\$216 666.67	\$19 500.00	\$236 166.67	\$21 500.00	\$21 500.00	\$1 935.00	\$23 435.00	\$0.00	
2053	4.50%	(\$0)	\$216 666.67	\$9 750.00	\$226 416.67	\$0.00	\$21 500.00	\$967.50	\$22 467.50	\$0.00	
			\$6,500,000.00	\$4,533,750.00	\$11,033,750.00		\$645,000.00	\$449,887.50	\$1,094,887.50		\$500,000.00

Service	YR Total	Mixed Income		Service	Sum	YR Total Level Mixed Income	Total Borne By Tax Levy	Pricipal	Intrest	Sum
		Mixed Income	PRINCIPAL							
	\$0.00	\$400,000.00	\$0.00		\$0.00		\$4,955,000			
\$22,500.00	\$105,833.33	\$386,666.67	\$13,333.33	\$18,000.00	\$31,333.33	\$22,633.33		\$98,500.00	\$222,975.00	\$321,475.00
\$18,750.00	\$102,083.33	\$373,333.33	\$13,333.33	\$17,400.00	\$30,733.33	\$22,633.33		\$98,500.00	\$218,542.50	\$317,042.50
\$15,000.00	\$98,333.33	\$360,000.00	\$13,333.33	\$16,800.00	\$30,133.33	\$22,633.33		\$98,500.00	\$214,110.00	\$312,610.00
\$11,250.00	\$94,583.33	\$346,666.67	\$13,333.33	\$16,200.00	\$29,533.33	\$22,633.33		\$98,500.00	\$209,677.50	\$308,177.50
\$7,500.00	\$90,833.33	\$333,333.33	\$13,333.33	\$15,600.00	\$28,933.33	\$22,633.33		\$98,500.00	\$205,245.00	\$303,745.00
\$3,750.00	\$87,083.33	\$320,000.00	\$13,333.33	\$15,000.00	\$28,333.33	\$22,633.33		\$98,500.00	\$200,812.50	\$299,312.50
	\$0.00	\$306,666.67	\$13,333.33	\$14,400.00	\$27,733.33	\$22,633.33		\$181,833.33	\$196,380.00	\$378,213.33
	\$0.00	\$293,333.33	\$13,333.33	\$13,800.00	\$27,133.33	\$22,633.33		\$181,833.33	\$188,197.50	\$370,030.83
	\$0.00	\$280,000.00	\$13,333.33	\$13,200.00	\$26,533.33	\$22,633.33		\$181,833.33	\$180,015.00	\$361,848.33
	\$0.00	\$266,666.67	\$13,333.33	\$12,600.00	\$25,933.33	\$22,633.33		\$181,833.33	\$171,832.50	\$353,665.83
	\$0.00	\$253,333.33	\$13,333.33	\$12,000.00	\$25,333.33	\$22,633.33		\$181,833.33	\$163,650.00	\$345,483.33
	\$0.00	\$240,000.00	\$13,333.33	\$11,400.00	\$24,733.33	\$22,633.33		\$181,833.33	\$155,467.50	\$337,300.83
	\$0.00	\$226,666.67	\$13,333.33	\$10,800.00	\$24,133.33	\$22,633.33		\$181,833.33	\$147,285.00	\$329,118.33
	\$0.00	\$213,333.33	\$13,333.33	\$10,200.00	\$23,533.33	\$22,633.33		\$181,833.33	\$139,102.50	\$320,935.83
	\$0.00	\$200,000.00	\$13,333.33	\$9,600.00	\$22,933.33	\$22,633.33		\$181,833.33	\$130,920.00	\$312,753.33
	\$0.00	\$186,666.67	\$13,333.33	\$9,000.00	\$22,333.33	\$22,633.33		\$181,833.33	\$122,737.50	\$304,570.83
	\$0.00	\$173,333.33	\$13,333.33	\$8,400.00	\$21,733.33	\$22,633.33		\$181,833.33	\$114,555.00	\$296,388.33
	\$0.00	\$160,000.00	\$13,333.33	\$7,800.00	\$21,133.33	\$22,633.33		\$181,833.33	\$106,372.50	\$288,205.83
	\$0.00	\$146,666.67	\$13,333.33	\$7,200.00	\$20,533.33	\$22,633.33		\$181,833.33	\$98,190.00	\$280,023.33
	\$0.00	\$133,333.33	\$13,333.33	\$6,600.00	\$19,933.33	\$22,633.33		\$181,833.33	\$90,007.50	\$271,840.83
	\$0.00	\$120,000.00	\$13,333.33	\$6,000.00	\$19,333.33	\$22,633.33		\$181,833.33	\$81,825.00	\$263,658.33
	\$0.00	\$106,666.67	\$13,333.33	\$5,400.00	\$18,733.33	\$22,633.33		\$181,833.33	\$73,642.50	\$255,475.83
	\$0.00	\$93,333.33	\$13,333.33	\$4,800.00	\$18,133.33	\$22,633.33		\$181,833.33	\$65,460.00	\$247,293.33
	\$0.00	\$80,000.00	\$13,333.33	\$4,200.00	\$17,533.33	\$22,633.33		\$181,833.33	\$57,277.50	\$239,110.83
	\$0.00	\$66,666.67	\$13,333.33	\$3,600.00	\$16,933.33	\$22,633.33		\$181,833.33	\$49,095.00	\$230,928.33
	\$0.00	\$53,333.33	\$13,333.33	\$3,000.00	\$16,333.33	\$22,633.33		\$181,833.33	\$40,912.50	\$222,745.83
	\$0.00	\$40,000.00	\$13,333.33	\$2,400.00	\$15,733.33	\$22,633.33		\$181,833.33	\$32,730.00	\$214,563.33
	\$0.00	\$26,666.67	\$13,333.33	\$1,800.00	\$15,133.33	\$22,633.33		\$181,833.33	\$24,547.50	\$206,380.83
	\$0.00	\$13,333.33	\$13,333.33	\$1,200.00	\$14,533.33	\$22,633.33		\$181,833.33	\$16,365.00	\$198,198.33
	\$0.00	\$0.00	\$13,333.33	\$600.00	\$13,933.33	\$22,633.33		\$181,833.33	\$8,182.50	\$190,015.83
\$78,750.00	\$578,750.00		\$400,000.00	\$279,000.00	\$679,000.00	\$679,000.00		\$4,955,000.00	\$3,726,112.50	#####

Year Avg \$96,458.33

W Level Fund N	IMPACT Comm/Ind	IMPACT RESID.	IMPACT 629,000.00 HOUSE	W RE	WO RE	Check Sum Total
	TAX RATE	TAX RATE	HOUSE			
	\$0.0000	\$0.0000	0.00			
\$330,175.00	\$0.0260	\$0.1267	79.66	\$62.52	\$83.36	
\$325,142.50	\$0.0257	\$0.1247	78.45	\$61.57	\$82.09	
\$320,110.00	\$0.0253	\$0.1228	77.23	\$60.61	\$80.82	
\$315,077.50	\$0.0249	\$0.1209	76.02	\$59.66	\$79.55	
\$310,045.00	\$0.0245	\$0.1189	74.81	\$58.71	\$78.28	
\$305,012.50	\$0.0241	\$0.1170	73.59	\$57.76	\$77.01	
\$383,313.33	\$0.0302	\$0.1470	92.48	\$72.58	\$96.78	
\$374,530.83	\$0.0295	\$0.1437	90.37	\$70.92	\$94.56	
\$365,748.33	\$0.0289	\$0.1403	88.25	\$69.26	\$92.34	
\$356,965.83	\$0.0282	\$0.1369	86.13	\$67.59	\$90.12	
\$348,183.33	\$0.0275	\$0.1336	84.01	\$65.93	\$87.91	
\$339,400.83	\$0.0268	\$0.1302	81.89	\$64.27	\$85.69	
\$330,618.33	\$0.0261	\$0.1268	79.77	\$62.60	\$83.47	
\$321,835.83	\$0.0254	\$0.1235	77.65	\$60.94	\$81.25	
\$313,053.33	\$0.0247	\$0.1201	75.53	\$59.28	\$79.04	
\$304,270.83	\$0.0240	\$0.1167	73.41	\$57.61	\$76.82	
\$295,488.33	\$0.0233	\$0.1133	71.29	\$55.95	\$74.60	
\$286,705.83	\$0.0226	\$0.1100	69.18	\$54.29	\$72.38	
\$277,923.33	\$0.0219	\$0.1066	67.06	\$52.63	\$70.17	
\$269,140.83	\$0.0212	\$0.1032	64.94	\$50.96	\$67.95	
\$260,358.33	\$0.0205	\$0.0999	62.82	\$49.30	\$65.73	
\$251,575.83	\$0.0198	\$0.0965	60.70	\$47.64	\$63.52	
\$242,793.33	\$0.0192	\$0.0931	58.58	\$45.97	\$61.30	
\$234,010.83	\$0.0185	\$0.0898	56.46	\$44.31	\$59.08	
\$225,228.33	\$0.0178	\$0.0864	54.34	\$42.65	\$56.86	
\$216,445.83	\$0.0171	\$0.0830	52.22	\$40.98	\$54.65	
\$207,663.33	\$0.0164	\$0.0797	50.10	\$39.32	\$52.43	
\$198,880.83	\$0.0157	\$0.0763	47.99	\$37.66	\$50.21	
\$190,098.33	\$0.0150	\$0.0729	45.87	\$36.00	\$47.99	
\$181,315.83	\$0.0143	\$0.0696	43.75	\$34.33	\$45.78	
\$8,681,112.50			2,094.54	\$1,643.80	\$2,191.73	
				\$54.79	\$73.06	

0.786778067



SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: August 16, 2022

III

BUSINESS

~ C ~

REQUESTED BY:	80 State Highway/Maurice's Campground
DESIRED ACTION:	To view and approve the letter requesting a variance from the Wellfleet Board of Health
PROPOSED MOTION: SUMMARY:	I move to approve the letter written asking for the Wellfleet Board of Health to grant a variance and designate the Chair to sign the letter to be sent to the Board of health and be placed on their special meeting scheduled for Wednesday August 24, 2022.
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____



TOWN OF WELFLEET

300 MAIN STREET WELLFLEET MASSACHUSETTS 02667

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

www.wellfleet-ma.gov

Request for Variance or Exemption from Wellfleet Board of Health (BOH) regulation 603 and related provisions of the state sanitary code.

Wellfleet BOH regulations, section 603 provides, in part, that:

- Unless inspected previously within two years under the terms of this regulation, the on-site sewage disposal system shall be inspected by a licensed inspector approved by the Board of Health whenever a property containing such a system is transferred by sale, exchange, gift, or bequest to a new ownership, or placed into or taken out of a form of trust ownership. A copy of the report of such inspection is to be furnished to the Health Department by the prospective new owner prior to the closing, and where an upgrade is required, an agreement specifying the timeframe shall be signed.
- Under these local regulations, a cesspool system serving any property shall be defined as “failed” and must be upgraded to meet Title 5 standards within 6 months of property transfers of any device, and within two years of the issuance of a building permit, or any self-identification associated with a septic inspection.
- The upgrade must take place within 30 days of property transfer.

The Wellfleet Selectboard, as the purchaser to the premises located at 80 State Highway, Wellfleet, commonly known as “Maurice’s Campground,” hereby requests variances and/or exemptions from Wellfleet BOH and related state sanitary code provisions sufficient to allow the continued operation of the improvements presently on the premises, consisting of a single family dwelling, cottages, a retail store, trailer and tent campsites, and related facilities without inspection of or upgrade of the sewage disposal systems on the premises for a **period ending on October 31, 2028.**

BOH’s authority for granting the requested waivers and/or exemptions is found in Wellfleet BOH regulations, section 201 which provides:

The Board of Health will make determinations in accordance with these and other regulations, but reserves the right in special circumstances, as determined in its judgment, to be more restrictive, to issue variances, or to grant exemptions. The rationale for such departures shall be documented in written minutes of the Board of Health meeting in question.

In support of this request, the Selectboard relies on the existing condition, the hardship that would be incurred, our objectives with this purchase, and the justification provided with this application.

Sincerely

(Selectboard Chair)

Variance Rationale

The Wellfleet Selectboard offer the following rationale for approval of the request for a variance from the Board of Health regulations to allow continued operation of the cesspools and associated septic works at Maurice's Campground, until October 31, 2028. A decision from the Board of Health will further inform voters at the upcoming Special Town Meeting in September and does have a material financial impact.

Under section 201:

201 The Board of Health will make determinations in accordance with these and other regulations, but reserves the right in special circumstances, as determined in its judgment, to be more restrictive, to issue variances, or to grant exemptions. The rationale for such departures shall be documented in written minutes of the Board of Health meeting in question.

Special Circumstances

The complexity of purchasing a long-standing Campground with an intention of converting a private seasonal camping use to a public, year-round, affordable housing project, using taxpayer funding, is clearly a special circumstance. It is also a unique opportunity to add desperately needed affordable housing units on the Outer Cape. In fact, an affordable housing assessment by the Cape Cod Commission singled out this location as "highly desirable" for that purpose.

For the purposes of appreciating the time frame requested, the 95 Lawrence Road development is a local example. After the Town decided to move forward with an affordable housing development in 2018, it took approximately 3 years to prepare and award the bid for the project. Construction is not expected to be complete until 2026, or essentially 8 years from inception to completion. It is not at all unusual for public affordable housing developments to take even 4-6 years under best case scenarios.

Therefore, both the nature of the request due to the "special circumstances" and the timeframe requested are reasonable for a project of this nature and this timeframe is consistent with the Town's experience in developing a similar project.

Under the terms of the purchase and sale agreement with the Gauthier's, the facility would be operated "as is" until October 21, 2028. This means that the current use is not expected to change during the time of developing an affordable housing solution and that period of time should be sufficient to develop and execute a preferred solution.

No Evidence of Septic Impact on Drinking Water or the Environment

The current cesspools and septic facilities on the property are maintained with annual pump-out at the end of the season (see Appendix A Site Map). With regards to concerns about the cesspools and drinking water on the property, since 1990, the DEP required, public water supply testing shows no degradation over 20 years of monthly testing in season. (see appendices B&C). If anything, there has been a slight improvement in both wells as indicated by the trend lines. Well 1 shows an average nitrate level of 3.04 mg/l. There were two outlier maximum values in 2019 of 7.7 mg/l and 9.7 mg/l but the levels returned to below 2 mg/l in 2020 and 2021.

The minimum value for the entire time period was 0.15 mg/l and a similar reading of 0.61 mg/l was just recently recorded in September 2021. Well 2 showed lower levels of nitrates with a maximum value of 1.75 mg/l, minimum of non-detect, an average of 0.3 mg/l and below 1 mg/l since 2003.

These readings are well below any public health thresholds for nitrates and indicative of the cesspools and septic facilities likely having little to no impact on the wells.

No Change of Use

Based on the current operation, granting a variance would not appear to adversely impact public health or the environment given this well documented history. During the interim period the Town does not plan to change, in any way, the current operation. So, it would seem reasonable to expect little to no change in the impact. Moreover, continued operation while a housing plan is being developed, will help defray some of the costs to taxpayers, another “special circumstance”, that would provide significant benefit to the Town and help reduce the cost of adding affordable housing.

Planned Upgrade to “Best Available Technology”/Regional Development of Affordable Housing

Assuming the voters approve the purchase, and after completing the public process of an affordable housing development, the location of water and septic connections will most likely not resemble what is there today. Moreover, at the time of construction, it is expected that property use will be changing from seasonal to year-round. It will comprise wholly different structures, locations and density meaning any investment now, in the existing infrastructure, would have little to no benefit in the future.

Massachusetts Department of Environmental Protection (DEP) is in the process of promulgating new Title 5 regulations that are anticipated to require “best available technology”. DEP expects these regulations to be adopted early next year, so they will most likely be in place by 2028. However, since public hearings will only begin in January of next year, this is currently an unknown for the project.

For the 95 Lawrence Road project, a consultant study was undertaken by Boehler Engineering, with a grant from the Cape Cod Commission, to determine the best alternative in the watershed. The result was a treatment system coupled with neighboring parcels that will ultimately reduce nitrogen in the watershed. It also looks like the public works associated with the project will be awarded a MassWorks Grant. We would anticipate undertaking a similar process with Maurice’s Campground. Once a thoroughly vetted housing plan is finalized, the appropriate best available technology can be selected with a goal of overall reductions in the watershed. In other words, housing development that actually reduces watershed impacts. This outcome is more likely with a municipal project than with a private developer and further supports the request for a variance.

During the interim period, should a water quality problem develop, while continuing to follow DEP public water supply testing requirements, the Town of Eastham has offered to serve the location, a new well could be drilled or supply shifted to the other well. While the data do not

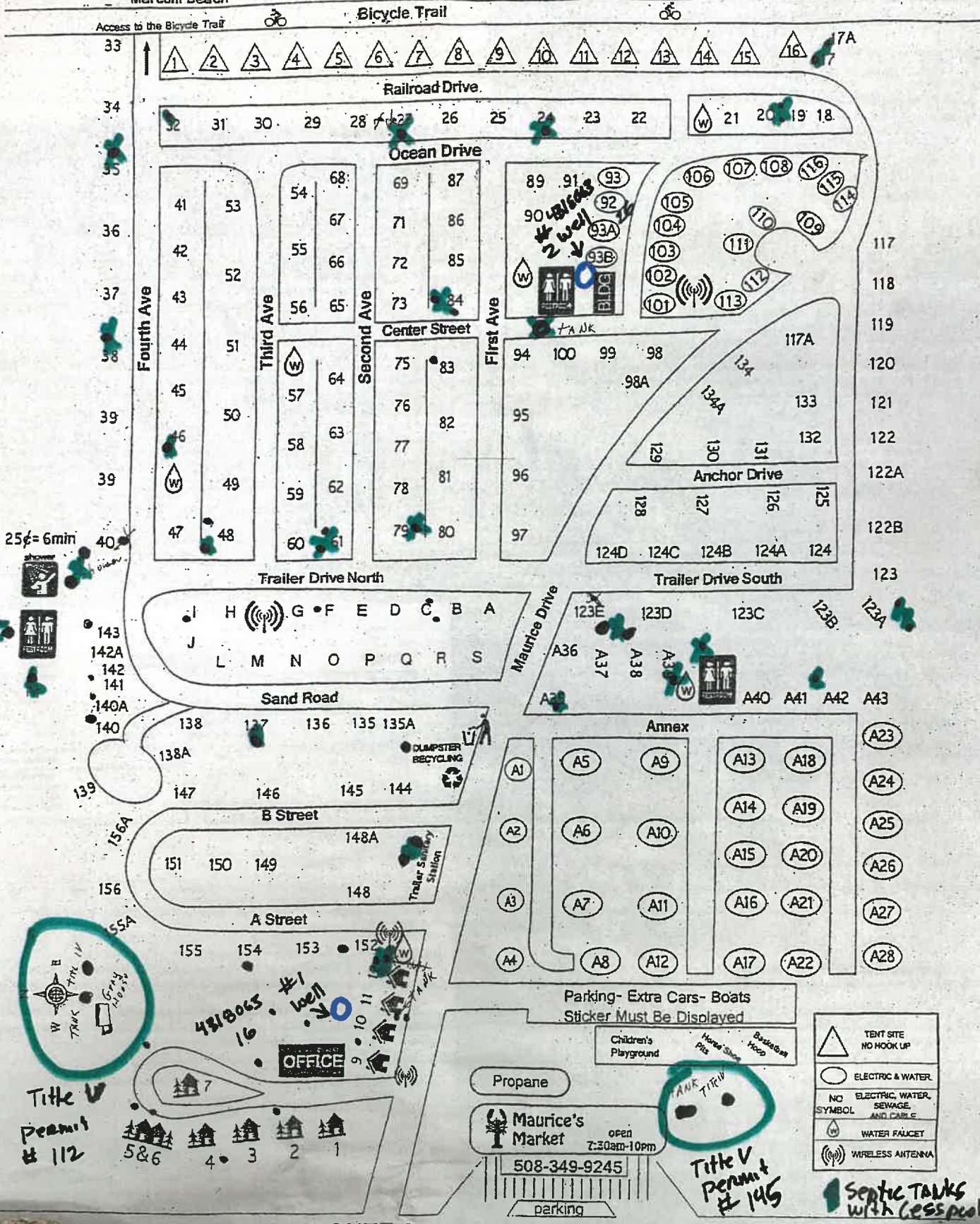
support the likelihood of a problem, these alternatives provide significant insurance for protecting public health in the event of something unforeseen.

Due to the overriding public interest in affordable housing, lack of data supporting a public health concern and extraordinarily special circumstances, we would hope you would consider granting the variance for the time period requested.

MAURICE'S CAMPGROUND, INC.
 80 Route 6, Unit 1
 Wellfleet, MA 02667
 Phone 508 349-2029 Fax 508 349-6704
 Email: stay@mauricescampground.com
 www.mauricescampground.com

Wellfleet Beaches
 Marconi Beach

Eastham
 Nauset Light Beach



- TENT SITE NO HOOK UP
- ELECTRIC & WATER
- NO ELECTRIC, WATER, SEWAGE, AND CABLE
- WATER FAUCET
- WIRELESS ANTENNA

Septic Tanks with cesspools
 Cesspools

ROUTE 6

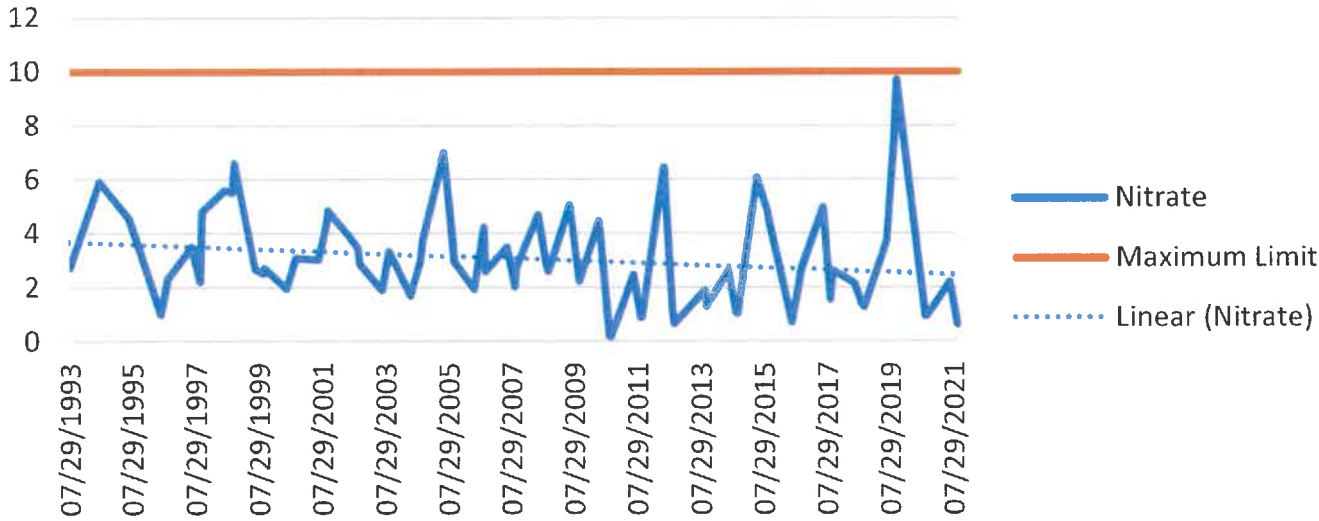
Propane
 Maurice's Market open 7:30am-10pm
 508-349-9245
 parking

25¢ = 6min

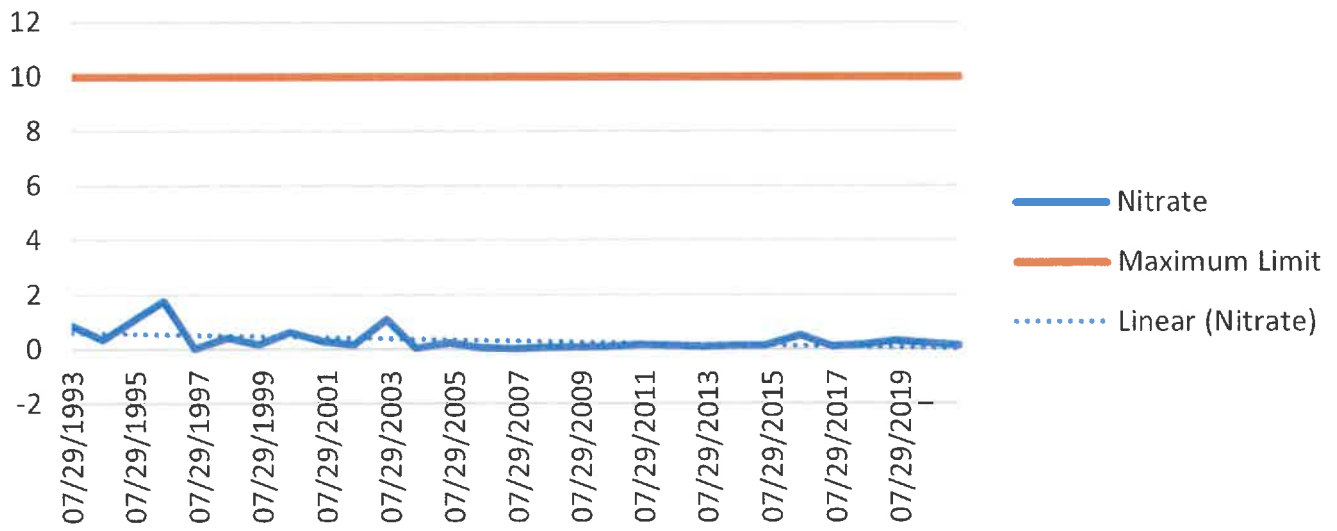
Title V Permit # 112

Title V Permit # 145

Maurice's Campground Nitrate (Well 1)



Marurice's Campground Nitrate (Well 2)





SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: August 16, 2022

III

BUSINESS

~ D ~

REQUESTED BY:	Carole Ridley ~ Herring River Restoration project
DESIRED ACTION:	To review and approve the final grant agreement to fund Herring River Restoration Project Phase 1.
PROPOSED MOTION: Summary:	I move to approve the Final Grant Agreement to fund Phase 1 of the Herring River Restoration Project and to authorize the town administrator to sign the contract on the town's behalf.
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____

Memorandum

To: Wellfleet Selectboard

From: Carole Ridley, Project Coordinator

Date: August 10, 2022

Re: Final Grant Agreements to Fund Herring River Restoration Project, Phase 1

On July 19th the Selectboard voted to accept in concept the following draft grant agreements to provide funding construction and implementation of Phase 1 of the Herring River Restoration Project:

- From US Department of Agriculture, Natural Resource Conservation Service (NRCS), up to \$24,000,000 in Financial Assistance and up to \$3,200,000 in Technical Assistance for project implementation and
- From Massachusetts Department of Fish and Game, Division of Ecological Restoration (MA DER) up to \$22,670,000 for project construction and implementation.

The Selectboard authorized the Town Administrator to negotiate final agreements and execute required NRCS application forms. The final grant agreements and related documents from NRCS and MA DER are attached.

The amounts of the grant awards have not changed. Each agency has made wording changes throughout the scope sections of the documents. MA DER included an additional reporting requirement and also a provision that all subcontracts (vendors/contractors) to be funded under the MA DER grant must be submitted for review and approval by DER prior to execution.

The grant agreements combined would provide the Town with a total of \$49,870,000 to fund construction and implementation of the Herring River Restoration Project. mid-August to secure the funds.

Upon acceptance of the final grant agreements from NRCS and MA DER, the Town will have sufficient funding and non-federal match to proceed with construction of the bridge and sluice gate structure to replace the Chequessett Neck Road dike, and to begin other implementation activities. The bid for construction of the new bridge and sluice gate structure was advertised on August 1st with a bid opening scheduled for September 15th.

The estimated total cost to implement Phase 1 of the Herring River Restoration Project includes \$62,951,000 in construction costs and \$7,500,000 in initial adaptive management costs, for a total of \$70,451,000 over a multi-year period.

In addition to the NRCS and MA DER grants, the Town will apply for up to \$15 million from the National Oceanic and Atmospheric Administration (NOAA) this summer. NRCS and NOAA, as well as the National Park Service and US Fish and Wildlife Service, are expected to have additional funding opportunities during the period of construction.

Two suggested motions are provided below:

Proposed Motion #1 For the MA Department of Fish and Game, Division of Ecological Restoration Grant Agreement:

That the Selectboard accept and authorize the Town Administrator to execute the final grant contract consisting of the *Commonwealth of Massachusetts Standard Contract Form and Attachment A: Scope of Services, Town of Wellfleet, MA, Herring River Estuary Restoration Project, Wellfleet and Truro, MA*, and the *Contractor Authorized Signatory Listing Form*, as proposed by Massachusetts Department of Fish and Game, Division of Ecological Restoration, for a grant to the Town of up to \$22,670,000 in financial assistance for implementation of the Herring River Restoration Project.

Proposed Motion #2: For the USDA Natural Resource Conservation Service Grant Agreement:

That the Selectboard accept and execute the final *U.S. Department of Agriculture Notice of Grant and Agreement Award*, for a grant to the Town of up to \$24,000,000 in financial assistance and up to \$3,200,000 in technical assistance for implementation of the Herring River Restoration Project.

Attachments:

MA DER Grant

- Cover letter addressed to Richard Waldo
- Commonwealth of Massachusetts Standard Contract Form and Attachment A: HERRRIVXTNWELGRTFY23
- Contractor Authorized Signatory Listing

NRCS Grant

- USDA Notice of Grant Agreement and Award (Award Identifying Number NR221320XXXXC004)
- U.S. Department of Agriculture Farm Production and Conservation General Terms and Conditions for Grants and Cooperative Agreements



Massachusetts Department of Fish and Game

Division of Ecological Restoration

Invested in Nature and Community

*Beth Lambert, Director
Hunt Durey, Deputy Director*



Charles D. Baker
Governor
Karyn E. Polito
Lieutenant Governor
Bethany A. Card
Secretary
Ronald S. Amidon
Commissioner

August 8, 2022

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

Dear Richard Waldo:

The Division of Ecological Restoration (DER) is requesting signatures on the attached grant contract for the Herring River Estuary Restoration Project and Contractor Authorized Signatory Form.

Attached are two documents to be reviewed, signed, and returned at your earliest convenience:

1. **Grant contract** – Please review the attached contract, and sign and date if all looks to be in order. Return an electronic copy of the signed Standard Contract Form for countersignature. DER will send you a digital copy of the contract once it is fully executed. For Standard Contract Form instructions and additional information: [click here](#).
 - a. Please note the Prompt Pay Discount section of the Standard Contract Form– according to Comptroller regulations, contractors requesting payment sooner than the Commonwealth’s standard 45-day cycle must offer a Prompt Pay Discount (PPD). Therefore, by signing this document, the Town of Wellfleet agrees to the Commonwealth’s standard 45-day cycle for payments in absence of a PPD.
2. **Contractor Authorized Signatory Form** – Please fill out this form and have it notarized. The form should list any individuals who will be able to sign legal documents relating to the contract, including the person who signs the contract. This must be filled out even if only one individual will be authorized to sign documents. Return a scanned copy of the form for DER’s records.

The Commonwealth has updated its signature policy for Comptroller-issued documents and forms. Please do not mail hard copies of your signatures to the DER office. Acceptable forms of signature for the above are now as follows:

- a. A scanned copy of a traditional “wet signature” (ink on paper);
- b. Electronic signature that is either:
 - i. Hand drawn using a mouse or finger if working from a touch screen device; or
 - ii. An uploaded picture of the signatory’s hand drawn signature

If you have any questions regarding the attached documents or if anything looks amiss in the contract, please do not hesitate to contact your DER representative. Please return the signed documents via email to Calli Willette calli.willette@mass.gov. Thanks so much, and we look forward to working with the Town of Wellfleet to advance the Herring River Estuary Restoration Project.

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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

CONTRACTOR LEGAL NAME: Town of Wellfleet (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Div. of Ecological Restoration MMARS Department Code: FWE	
Legal Address: (W-9, W-4): 300 Main Street, Wellfleet, MA 02667		Business Mailing Address: 251 Causeway Street, Suite 400, Boston, MA 02114	
Contract Manager: Richard Waldo	Phone: (508) 349-0300	Billing Address (if different):	
E-Mail: richard.waldo@wellfleet-ma.gov	Fax:	Contract Manager: Beth Lambert	Phone: 617-626-1547
Contractor Vendor Code: VC6000192030		E-Mail: beth.lambert@mass.gov	Fax:
Vendor Code Address ID (e.g. "AD001"): AD001. (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): HERRRIVXTNWELGRIFY23	
		RFR/Procurement or Other ID Number: Best Value Grant #77272	
<u>X</u> NEW CONTRACT		___ CONTRACT AMENDMENT	
PROCUREMENT OR EXCEPTION TYPE: (Check one option only) ___ Statewide Contract (OSD or an OSD-designated Department) ___ Collective Purchase (Attach OSD approval, scope, budget) <u>X</u> Department Procurement (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) ___ Emergency Contract (Attach justification for emergency, scope, budget) ___ Contract Employee (Attach Employment Status Form, scope, budget) ___ Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		Enter Current Contract End Date <u>Prior</u> to Amendment: ____, 20__. Enter Amendment Amount: \$ _____. (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.) ___ Amendment to Date, Scope or Budget (Attach updated scope and budget) ___ Interim Contract (Attach justification for Interim Contract and updated scope/budget) ___ Contract Employee (Attach any updates to scope or budget) ___ Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)	
The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): <u>X</u> Commonwealth Terms and Conditions ___ Commonwealth Terms and Conditions For Human and Social Services ___ Commonwealth IT Terms and Conditions			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00 . ___ Rate Contract. (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <u>X</u> Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or <i>new</i> total if Contract is being amended). \$ <u>22,670,000.00</u>			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___% PPD; Payment issued within 15 days ___% PPD; Payment issued within 20 days ___% PPD; Payment issued within 30 days ___% PPD. If PPD percentages are left blank, identify reason: <u>X</u> agree to standard 45 day cycle ___ statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); ___ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE OR REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) Under this grant contract, Town of Wellfleet officials are responsible for making Project implementation decisions. The Town will administer funding from multiple state and federal grant awards to construct and implement this Project.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <u>X</u> 1. may be incurred as of the Effective Date (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the Effective Date. ___ 2. may be incurred as of ____, 20__, a date LATER than the Effective Date below and <u>no</u> obligations have been incurred <u>prior</u> to the Effective Date. ___ 3. were incurred as of ____, 20__, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>June 30, 2027</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07 , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: _____, Date: _____, (Signature and Date Must Be Captured At Time of Signature) Print Name: _____ Print Title: _____		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____, Date: _____, (Signature and Date Must Be Captured At Time of Signature) Print Name: <u>Beth Lambert</u> Print Title: <u>Director</u>	

Scope of Services

The Town of Wellfleet, Massachusetts Herring River Estuary Restoration Project Wellfleet and Truro, Massachusetts

I. PROJECT INFORMATION AND APPROACH

Statement of Qualifications

The Town of Wellfleet (Grantee) is a co-proponent of the Herring River Restoration Project (Project) along with the National Park Service – Cape Cod National Seashore. The Town owns most of the land and infrastructure where construction is needed to achieve tidal restoration, including the main tidal control infrastructure at the Chequessett Neck Road bridge. Likewise, most of the public and private property on which flood impact mitigation must occur is also located in the Town of Wellfleet. Town officials are responsible for making Project implementation decisions, together with officials from the Cape Cod National Seashore, through the Herring River Executive Council which is the body established by the Town and Seashore to oversee Project implementation. The Town will administer funding from multiple state and federal grant awards to construct and implement this Project.

Project Purpose

The Herring River Restoration Project is the largest tidal estuary restoration ever undertaken in Massachusetts and the North Atlantic coast of the United States. The Project will restore tidal exchange to up to 890 acres of degraded salt marsh and estuarine habitats. It will also improve diadromous fish access to hundreds of acres of spawning ponds and restore a significant area of shellfish habitat. Numerous local, state, federal, Non-Governmental Organization (NGO), and academic partners have collaborated to develop the Project over the past two decades and prepare it for construction.

Tidal restoration will be achieved primarily through the replacement of the Chequessett Neck Road dike with a new bridge and tidal control structures at the mouth of the Herring River. Associated restoration work will include elevation of low roads in the estuary floodplain above design water elevations, installation of culverts and water control structures, vegetation and marsh plain management, and mitigation measures on public and private lands to protect the built environment from flood impacts.

Background

In 2005, the Town of Wellfleet and the National Park Service Cape Cod National Seashore entered into a Memorandum of Understanding to implement the Herring River Restoration Project to re-establish tidal exchange to the Herring River estuary and thereby remediate degraded conditions and restore native wetland habitats. The project represents an unmatched opportunity to restore the environment of Cape Cod and revive the ecological and economic benefits provided by a healthy coastal river and tidal wetland system.

Attachment A: HERRRIVXTNWELGRTFY23

The Herring River system is one of the largest tidally restricted estuaries in the Northeast. The estuary encompasses a coastal floodplain exceeding 1,000 acres and more than 6 miles of waterways. Historically, the river supported a vibrant tidal ecosystem and one of the largest nurseries for commercial and recreational fish and shellfish on Cape Cod. In 1909, construction of a 900-foot earthen dike across the mouth of the Herring River blocked tidal flow and caused large-scale environmental degradation. The Town of Wellfleet and the National Park Service plan to restore natural tidal wetland habitats to large portions of the Herring River estuary in and adjacent to the Cape Cod National Seashore by re-establishing tidal exchange to the river and its connected sub-basins.

Due to more than a century of tidal restriction, only about 10 acres out of the original 1,000+ acres of salt marsh remain. The Herring River Restoration Project represents a unique opportunity to restore a significant native tidal marsh system and the many ecological, social, and economic benefits a healthy estuary provides to surrounding communities and the region. Public benefits include, but are not limited to, the following:

- Reconnecting the Herring River estuary to Cape Cod Bay and the Gulf of Maine to recover the estuary's functions as: (1) a nursery for marine organisms, and (2) a source of organic matter for export to near-shore waters.
- Restoring the natural coastal food web to support numerous fish and bird species and other wildlife that depend on healthy coastal marsh habitats and processes for their migration and survival.
- Reopening waterways and restoring habitat to improve migration and spawning for a variety of fish species including River Herring, American Eel, Striped Bass, and Winter Flounder.
- Improving water quality with the goal of delisting the river from the Massachusetts 303(d) List of Impaired Waters.
- Protecting and enhancing 200 acres of harvestable shellfish resources both within the estuary and in receiving waters of Wellfleet Harbor. Re-opening and expanding shellfish beds will benefit the local economy; in 2018 the shellfish harvest in Wellfleet was valued at \$7.2 million. Shellfish habitat restoration will also help to sustain local shell fishing jobs, which are estimated to number 400-450.
- Enhancing coastal resiliency by restoring natural sediment deposition needed to allow the marsh to gain elevation and mitigate impacts of sea level rise, and by constructing state-of-the-art tidal control infrastructure to protect low-lying roads and other structures.
- Re-establishing the estuarine gradient of native salt, brackish, and freshwater marsh habitats in place of the invasive non-native and upland plants that have colonized most parts of the degraded floodplain.
- Enhancing opportunities for canoeing, kayaking, and wildlife viewing over a diversity of restored wetland and open-water habitats including 6 miles of waterways for recreation and tourism. Tourism accounts for nearly \$11 million annually to the local community and supports jobs.
- Generating approximately \$624 million in local and regional economic benefits over the life of the project based on economic studies of other coastal restoration projects.
- Combating climate change by returning lost carbon storage volume and reducing methane emissions from deteriorated salt marsh. A preliminary estimate indicates that, since the CNR dike was built in 1909, the Herring River has emitted 730,000 metric tons of CO₂ equivalents, comparable to emissions from 155,000 US autos operating for one year.
- Re-establishing the natural control of nuisance mosquitoes by restoring tidal range and flushing to reduce freshwater mosquito habitat, and by increasing access for fish that prey on mosquito larvae. Restoration of tides and salty water will replace much of the existing degraded habitat

Attachment A: HERRRIVXTNWELGRTFY23

that is conducive to virus-bearing freshwater mosquitoes with healthy salt marshes throughout much of the estuary.

The Final Environmental Impact Statement/Report for the project was published in June 2016 and a Record of Decision was issued in September 2016. The Secretary's Certificate on the Final Environmental Impact Report was issued on July 15, 2016. In June 2020, the Cape Cod Commission approved Phase 1 of the Herring River Restoration Project to restore tidal flow to approximately 570 acres. In state fiscal years 2021-22, project partners finalized permit-level engineering designs for infrastructure elements and completed associated regulatory compliance documents.

Permit applications were submitted to the MA Department of Environmental Protection for Section 401 Water Quality Certification and Chapter 91 licensing, the U.S. Army Corps of Engineers under Section 404 of the Federal Clean Water Act, and the Towns of Wellfleet and Truro Conservation Commissions for Wetlands Protection Act and municipal wetlands bylaws. The S. 401 and S. 404 permits for Phase 1 were issued in FY22, along with draft Ch. 91 approvals. In Spring 2022, the Wellfleet and Truro Conservation Commissions issued Orders of Conditions for Phase 1 under the state Wetlands Protection Act and municipal bylaws.

Final infrastructure design plans have been completed and bid requests for the first phase of construction will be issued in the summer of 2022. Construction is planned to commence in late 2022 or early 2023. The construction and initial implementation period for Phase 1 of the Project is anticipated to last 5-8 years.

Funding

A total of \$22,670,000 for this Grant is provided through a combination of funding sources. It is funded in part with Section 2 of Chapter 209 of the Acts of 2018, Account Number 2300-7022. Said funds are expended against DER Capital (Budget) Plan item EO63-Herring River Estuary Restoration Project. Additionally, this Grant is funded in part with Section 2A of Chapter 102 of the Acts of 2021 (A/K/A ARPA 1.0 COVID-19 Relief funds); an environmental infrastructure reserve account 1599-2031.

This project was selected through a state-wide competitive bid process as a Priority Project in 2004 through RFR ENV 04 CZM 04 by the MA Office of Coastal Zone Management. The Project was adopted into the DER Priority Projects Program after creation of the Division of Ecological Restoration (DER) in 2009 through the merger of the DFG Riverways Program and CZM Wetlands Restoration Program. Due to the original procurement's age and posting on the discontinued Comm-PASS procurement system, the Comptroller's Office advised issuance of a Notice of Intent for this grant on COMMBUYS. As a result, a Notice of Intent to award a Best Value Grant was posted on COMMBUYS 7/7/2022, Bid Solicitation: BD-23-1046-DER-FWE01-77272.

II. SCOPE OF SERVICES

Task 1: Owner's Project Representation

The Grantee will subcontract the services of qualified consultant(s) to serve as the Owner's Project Representative (OPR). The OPR will be responsible for on-site construction administration, management, and oversight for Phase 1 construction of the Project. Work performed by the OPR on behalf of the Grantee may include but not be limited to:

- Provide work start notifications and permitting reports to regulatory agencies as required.
- Attend and manage pre-construction and construction meeting(s).
- Review and approve materials and methods and submittals proposed by the approved Construction Contractor (see Task 2).
- Review, make recommendations, and approve Construction Contractor invoices, and change order requests.
- Provide on-site observation of project implementation for conformance with design plans and specifications, permits, and contract documents.
- Document construction progress through records and photographs.
- Develop Substantial Completion and Final Acceptance punch lists.
- Make recommendations of Substantial Completion and Final Acceptance (Statement of Project Completion) to the Grantee.
- Make recommendations to the Grantee for contractor payment.
- Perform post-construction surveys and develop as-built plans.
- Provide work completion notifications and submittals as required by all project permits.

This task will be co-funded by federal agency grant awards under separate grant agreements between federal agency funders and the Town of Wellfleet.

Task 2: Phase 1 Construction and Implementation

The Grantee will construct and implement Phase 1 of the Project as described in the final design plans and technical specifications and any revised and approved plans, including any addenda issued, as well as in accordance with Project permits. Work performed under this task will include, but may not be limited to, the following Project construction elements:

- Construction of the Chequessett Neck Road Bridge and water control structures.
- Removal of the High Toss Road causeway.
- Elevation of low-lying road segments and installation of culverts.
- Construction of the Pole Dike Road Water Control Structure.
- Implementation of low-lying municipal road and residential property flood mitigation measures.
- Implementation of flood mitigation measures to elevate low areas of a commercial property within the Mill Creek subbasin above the Project design high water level in Mill Creek.
- Production of Project element designs, surveys, and shop drawings for permanent and temporary structures and appurtenances.
- Handling of utilities including the temporary and/or permanent installation or relocation of public and private utilities (water, sewer, electric, lighting, telecommunications, natural gas, and others as identified).

Attachment A: HERRRIVXTNWELGRTFY23

- Inspections for, and all work necessary to achieve compliance with, all permit and regulatory requirements, conditions, and orders, including but not limited to:
 - Permit fees and recordings.
 - Rare and endangered species monitoring, protections, and inspections.
 - Time of Year Restrictions compliance and inspections.
 - Cultural and historic resources protections and inspections.
 - Water control.
 - Sediment control, erosion management, and water quality and monitoring inspections.
- Vegetation management, marsh plain management, and adaptive management activities.
- Infrastructure operations and maintenance activities.

This task will be co-funded by federal agency grant awards under separate grant agreements between federal agency funders and the Town of Wellfleet.

Deliverables:

The Grantee shall submit deliverables as applicable at least quarterly, with the exception of semi-annual progress reports, according to work accomplished per the Tasks outlined in Section II Scope of Services.

- Copies of all scopes of work, subcontracts, and any subawards for work occurring under this grant.
- All draft and final deliverables prepared under subcontracts and any subawards, including agendas, meeting minutes, data sheets, drawings, design plans, project schedules, reports, or agreements.
- Construction site inspection reports, materials inspections reports, and/or shop drawing approvals.
- Site inspection and progress monitoring photographs, as determined by the OPR's final contract under Task 1.
- Semi-annual progress reports to formally update DER and the Project team on project progress, milestones achieved, delays encountered, and updates to the project schedule, due January 31st for the preceding July 1-December 31 period and July 31 for the preceding January 1 – June 30th period.
- Invoices with supporting materials from all subcontractors and any subaward recipients engaged using DER grant funds.
- Final As-built Survey Plans and final inspection reports for all project elements funded under Task 2.

All deliverables shall be provided in editable draft and final formats including (but not limited to) raw data files, models, AutoCAD files, Word documents, PDFs, etc., at DER's discretion. Draft and final deliverable format requirements will be determined in consultation with the DER Representative.

The Grantee shall comply with all other reporting requirements as established in Section III. below.

III. REPORTING

Requests for Reimbursement must be submitted at minimum once per quarter and no more frequently than monthly. The following reporting materials shall be submitted along with Requests for Reimbursement as specified in Section V. below:

- a description of progress to date for each task, including for any subcontracts or subawards executed and deliverables submitted as specified in this grant contract;
- an updated budget accounting of funding awarded under this grant showing amounts budgeted, invoiced, reimbursed, and remaining balance for each task, and for the total grant amount;
- an updated Project accounting report from the Grantee's Project Chart of Accounts including, but not limited to, the following information at the major task level: amounts budgeted by task and funding source, amounts requested for reimbursement by funding source, amounts reimbursed by funding source, remaining budget balances by funding source, amounts invoiced by contractors / vendors, amounts paid out, and outstanding invoice totals; and
- copies of any contractor or subaward invoices, receipts, and/or other documentation associated with the current Request for Reimbursement.

IV. DESIGNATED REPRESENTATIVES

Town of Wellfleet
Richard Waldo, Town Administrator
300 Main Street
Wellfleet, MA 02667
(508) 349-0300
richard.waldo@wellfleet-ma.gov

DER Project Representative
Georgeann Keer, Wetlands Practice Lead
Division of Ecological Restoration
251 Causeway St., Suite 400
Boston, MA 02114
617-626-1246
georgeann.keer@mass.gov

DER Finance Representative
David Gallagher, Division Finance Manager
Division of Ecological Restoration
251 Causeway St., Suite 400
Boston, MA 02114
david.gallagher2@mass.gov

Requests for Reimbursement
Division of Ecological Restoration
DERinvoicing@mass.gov

V. BUDGET, PAYMENT, AND CONTRACT MODIFICATION

Project costs are based on the Scope of Services presented herein, and by tasks in Table 1, with a not-to-exceed total of \$22,670,000. Payment shall be made on a reimbursement basis.

Table 1: Scope of Services Budget

Task	Schedule	Budget
1. Owner’s Project Representation	FY2023 through FY 2027	\$500,000
2. Phase 1 Construction and Implementation	FY2023 through FY2027	\$22,170,000
	Total:	\$22,670,000

The Grantee shall submit Requests for Reimbursement to DER using DER’s Reimbursement Form to DERinvoicing@mass.gov. Requests must be submitted electronically. Requests for Reimbursement should be submitted at minimum once per quarter and no more frequently than monthly. The date that a complete Request for Reimbursement and associated deliverables are received electronically by DER is considered the submission date. DER defines a complete Request for Reimbursement as one that includes all required documentation of expenses, including receipts, invoices, and photographic or other backup for charges shown. Mileage charges associated with travel costs will not exceed the current IRS mileage reimbursement rate.

The Grantee is required to submit any Scope of Services or Budget change requests in writing to DER’s designated representative and DER’s Fiscal Team. DER will reply in writing with approval or denial of said request. Approved modifications to this Contract and Scope of Services will be codified through a Contract Amendment. Amendments must be executed by authorized signatories of both DER and the Grantee prior to the Grantee incurring obligations based upon the Amendment.

The Grantee is required to request Scope and Budget changes via the following steps:

1. Submit a request via email to reallocate a portion of budgeted expenses.
2. Provide specific amounts for which predetermined budgeted expenses will change.
3. Include changes to tasks and/or deliverables tied to these expenses.
4. Provide a justification that explains why the changes are necessary and how they will allow the grantee to effectively advance and complete the Scope of Services.

Any tasks or activities undertaken by the Grantee that are not contained in this Scope of Services, addenda, or are not otherwise approved in writing by DER prior to performance will not be eligible for reimbursement.

VI. SCHEDULE

Work may begin after the grant Contract is fully executed by the Grantee and DER and a Notice-to-Proceed has been provided to the Grantee. The period of performance for this Contract and Scope of Services will extend through the Commonwealth Fiscal Year 2027 with one three-year option to extend through Fiscal Year 2030, at DER’s discretion. Absent an extension of this Contract and the period of performance (at DER’s option), all work must be completed by June 30, 2027, and all final invoices must be received by July 31, 2027.

VII. SPECIAL PROVISIONS

Any subcontract or subaward entered into by the Grantee for the purposes of fulfilling the obligations under this Contract must be in writing, authorized in advance by DER and shall be consistent with and subject to the provisions of the Commonwealth Standard Contract Terms and Conditions and this Contract. Subcontracts and subawards will not relieve or discharge the Grantee from any duty, obligation, responsibility, or liability arising under this Contract. DER is entitled to copies of all subcontracts and subawards and shall not be bound by any provisions contained in a subcontract to which it is not a party.

All subcontracts (vendors/contractors) to be funded under this Contract must be submitted for DER review and must be approved in writing by the DER Representative prior to execution. The Grantee shall provide a minimum of 21 days for DER review and approval.

Any subaward contracts (a.k.a., subrecipient grant agreements) proposed to be funded under this Contract must be submitted for DER review in writing. The Grantee shall provide a minimum of 60 days for DER review and response to any subaward proposal. A sub-recipient grant agreement shall be considered approved following the execution of a Contract Amendment between DER and the Grantee with an updated budget and scope of work. The Grantee shall ensure that any approved subrecipient agreement(s) comply with all Grantee reporting requirements set forth in this Contract.

The Grantee shall credit the Massachusetts Department of Fish and Game, Division of Ecological Restoration for the contribution of funds and technical assistance in any public communication regarding the Project including, but not limited to signage, press releases, and dedication events.



COMMONWEALTH OF MASSACHUSETTS CONTRACTOR AUTHORIZED SIGNATORY LISTING

CONTRACTOR LEGAL NAME :
CONTRACTOR VENDOR/CUSTOMER CODE:

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

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

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

AUTHORIZED SIGNATORY NAME	TITLE

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

Signature

Date:

Title: Telephone:

Fax: Email:

[Listing can not be accepted without all of this information completed.]

A copy of this listing must be attached to the "record copy" of a contract filed with the department.

**COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING**

Issued May
2004



CONTRACTOR LEGAL NAME :
CONTRACTOR VENDOR/CUSTOMER CODE:

PROOF OF AUTHENTICATION OF SIGNATURE

**This page is optional and is available for a department to authenticate contract signatures.
It is recommended that Departments obtain authentication of signature for the signatory
who submits the Contractor Authorized Listing.**

This Section MUST be completed by the Contractor Authorized Signatory in presence of notary.

Signatory's full legal name (print or type):

Title:

X _____
Signature as it will appear on contract or other document (**Complete only in presence of notary**):

AUTHENTICATED BY NOTARY OR CORPORATE CLERK (PICK ONLY ONE) AS FOLLOWS:

I, _____ (NOTARY) as a notary public certify that I witnessed
the signature of the aforementioned signatory above and I verified the individual's identity on this date:

_____, 20 ____.

My commission expires on:

AFFIX NOTARY SEAL

I, _____ (CORPORATE CLERK) certify that I witnessed the
signature of the aforementioned signatory above, that I verified the individual's identity and confirm the individual's
authority as an authorized signatory for the Contractor on this date:

_____, 20 ____.

AFFIX CORPORATE SEAL



NOTICE OF GRANT AND AGREEMENT AWARD

1. Award Identifying Number NR221320XXXXC004	2. Amendment Number	3. Award /Project Period 0From Date of Final Signature - 12/31/2024	4. Type of award instrument: Cooperative Agreement
5. Agency (Name and Address) Natural Resources Conservation Service 451 West Street Amhers, MA 01002-2953		6. Recipient Organization (Name and Address) WELLFLEET, TOWN OF FRESENIUS MEDICAL CARE 300 MAIN ST WELLFLEET MA 02667 UEI Number / DUNS Number: LN46CBCFEJY7 / 076598101 EIN:	
7. NRCS Program Contact Name: Deron Davis Phone: (413) 253-4352 Email: deron.davis@ma.usda.gov	8. NRCS Administrative Contact Name: Dorothea Martinez Phone: (803) 253-3899 Email: dorothea.martinez@wdc.usda.gov	9. Recipient Program Contact Name: Jay Norton Phone: (508) 349-0315 Email: jay.norton@wellfleet-ma.gov	10. Recipient Administrative Contact Name: Richard Waldo Phone: (508) 349-0300 Email: richard.waldo@wellfleet-ma.gov
11. CFDA 10.904	12. Authority 16 U.S.C. 1001-1009	13. Type of Action New Agreement	14. Program Director Name: Richard Waldo Phone: (508) 349-0300 Email: richard.waldo@wellfleet-ma.gov
15. Project Title/ Description: For the Design and Installation of measures to provide assistance to the Town of Wellfleet to restore tidal hydrology, habitat for aquatic organisms, and salt marsh vegetation for			
16. Entity Type: C = City or township Government			
17. Select Funding Type			
Select funding type:	<input checked="" type="checkbox"/> Federal	<input checked="" type="checkbox"/> Non-Federal	
Original funds total	27,200,000.000	\$8,000,000.00	
Additional funds total	\$0.00	\$0.00	
Grand total	27,200,000.000	\$8,000,000.00	
18. Approved Budget			

Personnel	\$0.00	Fringe Benefits	\$0.00
Travel	\$0.00	Equipment	\$0.00
Supplies	\$0.00	Contractual	\$0.00
Construction	24,000,000.000	Other	\$3,200,000.00
Total Direct Cost	27,200,000.000	Total Indirect Cost	\$0.00
		Total Non-Federal Funds	\$8,000,000.00
		Total Federal Funds Awarded	27,200,000.000
		Total Approved Budget	35,200,000.000

This agreement is subject to applicable USDA NRCS statutory provisions and Financial Assistance Regulations. In accepting this award or amendment and any payments made pursuant thereto, the undersigned represents that he or she is duly authorized to act on behalf of the awardee organization, agrees that the award is subject to the applicable provisions of this agreement (and all attachments), and agrees that acceptance of any payments constitutes an agreement by the payee that the amounts, if any, found by NRCS to have been overpaid, will be refunded or credited in full to NRCS.

Name and Title of Authorized Government Representative DANIEL WRIGHT State Conservationist	Signature	Date
Name and Title of Authorized Recipient Representative RICHARD WALDO Town Administrator	Signature	Date

NONDISCRIMINATION STATEMENT

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW., Washington, DC 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

PRIVACY ACT STATEMENT

The above statements are made in accordance with the Privacy Act of 1974 (5 U.S.C. Section 522a).

Statement of Work

Purpose

The purpose of this agreement is for the United States Department of Agriculture, Natural Resources Conservation Service, hereinafter referred to as the "NRCS", to provide assistance to Town of Wellfleet hereinafter referred to as the "Sponsor", to restore approximately 890 acres of salt marsh in the Herring River watershed under the Watershed Flood Prevention Operations (WFPO) Program's Cape Cod Water Resources Restoration Project. The Herring River Salt Marsh restoration project will include construction of a 165' bridge, installation of culverts and water control structures, various mitigation measures on low properties and roads, and vegetation and marsh management on the floodplain.

Objectives

The objective is to restore tidal hydrology, habitat for aquatic organisms, and salt marsh vegetation to approximately 890 acres of salt marsh in the Herring River watershed by installing a properly sized bridge and water control structures. Associated objectives of the project are treating stormwater on adjacent roads to improve water quality and flood mitigation of adjacent low-lying properties and roads.

Budget Narrative

The official budget described in this Budget Narrative will be considered the total budget as last approved by the NRCS for this award.

Amounts included in this budget narrative are estimates. Reimbursement will be based on actual expenditures, not to exceed the amount obligated.

Total Estimated Project Budget for this agreement: \$35,200,000 broken out as follows

Technical Assistance (TA) Funds provided by NRCS:

\$3,200,000 in Project Administration, Project Management, and Construction Oversight Costs

Financial Assistance (FA) Funds (75% NRCS-\$24,000,000, 25% Town-\$8,000,000):

\$32,000,000 in Construction Costs

Individual project element estimates:

a. Chequessett Neck Road Bridge:

Estimated NRCS construction costs (FA): \$19,500,000

Estimated NRCS technical assistance costs (TA): \$2,600,000

b. Funding for elevating low-lying roads, six culvert replacements and one Water Control Structure/culvert.

Estimated NRCS construction costs (FA): \$1,500,000

Estimated NRCS technical assistance costs (TA): \$200,000

c. Funding for Low Property Mitigation on 5 residential properties

Estimated NRCS construction cost (FA) \$150,000

Work includes three new wells, one new residential parking lot, a tidal barrier, and utility relocation

Estimated NRCS technical assistance costs (TA): \$20,000

d. Funding for Fill Acquisition to elevate low lying areas within the watershed including a low-lying commercial property within the Mill Creek Subbasin and all roads with an elevation below the new design high water elevation

Estimated NRCS cost to purchase fill material (FA) \$2,200,000

Estimated NRCS technical assistance costs (TA) \$293,333

e. Funding for marsh restoration and vegetation management

Estimated NRCS construction cost (FA) = 650,000

Estimated NRCS technical assistance costs (TA) = \$86,667

1. NRCS pays up to 75 percent of eligible construction/material costs, not to exceed \$24,000,000 and up to \$3,200,000

for eligible technical assistance costs. Sponsor pays at least 25 percent of construction costs (estimated to be \$8,000,000) and all other project costs.

2. NRCS funding for this project is provided to the Sponsor in two separate NRCS funding accounts, one for financial assistance (FA) and one for technical assistance (TA). FA costs are associated with construction activities; TA costs are associated with services. These expenditures shall be accounted for separately in order for expenses to be eligible for reimbursement.

3. NRCS will provide FA up to the amount of \$24,000,000, not exceeding actual eligible costs, as reimbursement to the Sponsor for approved on-the-ground construction and material costs. The Sponsor is responsible for the balance of funds to complete the construction project. The Sponsor is responsible for ensuring that at least 25% of the total actual construction costs are from non-federal sources.

4. NRCS will provide TA up to the amount of \$3,200,000, not exceeding actual costs, as reimbursement to the Sponsor for eligible administrative, project management, and construction oversight costs directly charged to the project. These project administrative costs include but are not limited to soliciting, evaluating, awarding, and administering contracts for construction. Project Management and Construction Oversight includes construction inspection, verification of invoices and installed quantities, recordkeeping, termination, and closeout documentation.

5. The above costs for each project element are estimates and may change based on actual implementation costs. This agreement allows for the reapportionment of funds between the project elements. This reapportionment shall be initiated by the Sponsor with prior approval from the NRCS representative, provided the costs are within the budget estimates listed above. This will be documented through an exchange of correspondence rather than a formal amendment to the agreement.

6. Construction Costs are expenses incurred for labor, materials, equipment, and services associated with installing a new bridge and other water control structures, installation of stormwater treatment measures, mitigation of neighboring properties, and associated incidental and vegetative work to restore salt marsh. The NRCS portion of the costs can be utilized towards the following activities for the project: demolition and removal of the existing bridges and culverts, earthwork removal to enlarge the bridge and culvert openings, construction of bridge abutments and deck, installation of water control structures, placement of fill and structures for mitigation, construction of stormwater treatment measures, restoration of disturbed areas, and other incidental items necessary to complete the work and stabilize the site.

7. NRCS funding for the fill acquisition for flood mitigation of the commercial property in the Mill Creek Subbasin is contingent on the Town obtaining funding from another federal agency and the MA DER to fully fund the mitigation work of this property prior to starting this mitigation work. If the Town is not able to obtain this additional funding, NRCS will remove the funding of the fill acquisition for the flood mitigation of the commercial property in the Mill Creek Subbasin from this agreement.

8. NRCS will only provide funding to purchase fill (material) to raise the elevation of the commercial property within the Mill Creek Subbasin to mitigate flooding. The Town will be responsible for completing the work to have the property elevated to meet the design requirements.

Responsibilities of the Parties:

If inconsistencies arise between the language in this Statement of Work (SOW) and the General Terms and Conditions attached to the agreement, the language in this SOW takes precedence.

SPONSOR RESPONSIBILITIES

1. Perform the work and produce the deliverables as outlined in this Statement of Work.
2. Comply with the applicable version of the General Terms and Conditions.
3. Secure all necessary land rights and permits for completion of each phase of the work prior to commencing construction. All costs associated with obtaining land rights and permits are the responsibility of the Sponsor. Form NRCS-ADS-78 must be completed and signed by the SLO and must be provided and must be supported by an attorney's opinion. Real property rights work maps will be provided by NRCS to the Sponsor.
4. The contracts for services and construction described in this Agreement shall not be awarded to the Sponsor or to any firm in which any Sponsor's official or any member of such official's immediate family has direct or indirect interest in the pecuniary profits or contracts of such firms. Reference 2 CFR § 200.318 regarding standards of conduct covering

conflicts of interest and governing the performance of its employees engaged in the selection, award, and administration of contracts.

5. Notify NRCS of environmental clearance, modification of construction plans, and any unresolved concerns and issues prior to award of any contracts for installation of the work for the project specified in this agreement. Modifications to the final approved design drawings or construction specifications must have NRCS concurrence.

6. Accept all financial and other responsibility for any excess costs resulting from its failure to obtain, or delay in obtaining adequate land and water rights; natural resource rights; or Federal, State, and local permits and licenses needed for the work described in this agreement for the Project.

7. Take reasonable and necessary action of all contractual and administrative issues arising out of contracts awarded under this agreement.

8. Upon determination of technical acceptability of the completed work, the Sponsor must assume responsibility for the revised operation and maintenance (O&M) plan as provided by NRCS upon acceptance of designs and in accordance with Title 180, Part 500 of the NRCS Operation and Maintenance Manual and Title 390, Part 505, Subpart B, Section 505.11, of the NRCS National Watershed Program Manual.

9. Ensure that requirements for compliance with environmental and cultural resource laws are incorporated into the construction contract for the works of improvement.

10. Ensure that all contractors on NRCS assisted projects are performing their work in accordance with OSHA regulations and the Contract Work Hours and Safety Standards Act (40 USC 3701-3708) as supplemented by Department of Labor regulations (29 CFR Part 5). The Sponsor is responsible for periodically checking the contractor's compliance with safety requirements.

11. Ensure the design follows the policy set forth in the NRCS National Engineering Manual Part 511.

12. Obtain NRCS acceptance of the final design package for each funded project phase prepared by a Massachusetts licensed professional engineer prior to soliciting contractors to install the project. The design package for each funded project phase will include drawings, specifications, a quality assurance plan, an operation and maintenance plan, a bid schedule and an engineer's cost estimate at a minimum. The review of the submittals (drawings, specifications, etc.) by NRCS will be general only, and nothing contained in the NRCS acceptance shall relieve, diminish, or alter in any respect the responsibilities of the Sponsor or approving Licensed Professional Engineer in achieving the results and performance specified in this Agreement. The Sponsor and the Licensed Professional Engineer are responsible for the soundness and adequacy of the designs, drawings, specifications, and other services performed under this Agreement. Modifications to the final approved design drawings or construction specifications must have NRCS concurrence.

a. The design shall include an assessment of sea level rise to ensure the restored salt marsh will function as intended and meet the design objectives for a 50-year design life.

b. The operation and maintenance plan shall identify any individual components that may require replacement during the 50-year design life. Estimated replacement costs shall be included in the estimated annual operation and maintenance costs.

13. Ensure the design and construction of the project shall meet and conform to all applicable NRCS Conservation Practice Standards(CPS), including CPS MA 657, Wetland Restoration, CPS MA 659, Wetland Enhancement, CPS MA 396, Aquatic Organism Passage, and CPS MA 570, Stormwater Runoff Control, which requires a minimum two-foot separation between the bottom of the treatment measure and the high groundwater elevation, in addition to all applicable local and state requirements.

14. Be responsible for all ineligible project costs. Ineligible costs are costs not referenced in this agreement. The Sponsor is also responsible for all costs in excess of the federal cost-share in this agreement.

15. Provide all construction inspection and quality assurance services for the project while allowing NRCS to perform periodic progress checks.

16. Ensure that a written release from the contractor of all claims against the Sponsor arising by virtue of the contract, other than claims in stated amounts as may be specifically excepted by the contractor, be incorporated into the terms of the construction contract and said release is a condition for final payment to the contractor.

17. Coordinate with the owners of the commercial property within the Mill Creek Subbasin to utilize the fill material funded by NRCS and undertake the construction work required to raise the agreed to low lying areas on the property to the design elevations. Provide as-built documentation to NRCS that the low-lying areas have been mitigated against flooding to meet the project requirements.

18. Ensure the information in the System for Award Management (SAM) is current and accurate until the final financial report (SF 425) under this award or final payment is received, whichever is later.

19. Dispose of all claims resulting from the contract; secure prior written concurrence of the State Conservationist if NRCS funds are involved.

20. Take reasonable and necessary actions to dispose of all contractual and administrative issues arising out of the contract awarded under this agreement. This includes, but is not limited to disputes, claims, protests of award, source evaluation, and litigation that may result from the project. Such actions will be at the expense of the Sponsor, including any legal expenses. The Sponsor will advise, consult with, and obtain prior written concurrence of NRCS on any litigation matters in which NRCS could have a financial interest.

21. Sponsor must indemnify and hold NRCS harmless to the extent permitted by State law for any costs, damages, claims, liabilities, and judgments arising from past, present, and future acts or omissions of the Sponsor in connection with its acquisition and management of the Watershed Flood Prevention Operations Program pursuant to this project agreement. Further, the Sponsor agrees that NRCS will have no responsibility for acts and omissions of the Sponsor, its agents, successors, assigns, employees, contractors, or lessees in connection with the acquisition and management of the Watershed Flood Prevention Operations Program pursuant to this project agreement that result in violation of any laws and regulations that are now or that may in the future become applicable.

22. Be liable to the NRCS for damages sustained by the NRCS as a result of the contractor failing to complete the work within the specified time. The damages will be based upon the additional costs incurred by the NRCS resulting from the contractor not completing the work within the allowable performance period. These costs include but are not limited to personnel costs, travel, etc. The NRCS will have the right to withhold such amount out of any monies that may be then due or that may become due and payable to the Sponsor. This liability is not applicable to the extent that the contract performance time is extended by court judgment unless such judgment results from actions of the Sponsor not concurred in by NRCS.

23. The Sponsor must secure at its own expense all Federal, State, and local permits and licenses necessary for completion of the work described in budget narrative as well as any necessary natural resource rights and provide copies of all permits and licenses obtained to NRCS.

24. Submit reports and payment requests to the ezFedGrants system or the Farm Production and Conservation (FPAC) Grants and Agreements Division via email to FPAC.BC.GAD@usda.gov as outlined in the applicable version of the General Terms and Conditions. Reporting frequency is as follows:

Performance reports: semi-annual

SF425 Financial Reports: semi-annual

NRCS RESPONSIBILITIES

1. Review and concur with the design, construction plans and specifications, Quality Assurance Plan (QAP) and O&M plan, and all other contract documents developed for or by the Sponsor.
2. Periodically perform progress checks during construction and participate in the final construction inspection.
3. Provide authorized assistance such as, but not limited to, estimates of contract costs, length of contract period, results of tests and studies as available, site investigations, design and layout, and drawings and specifications, and quality assurance, as requested by the Sponsor and as its resources permit.
4. Provide the services of Government Representative for final inspection.
5. Provide a template for the sign to be installed at the project site.
6. Make payment to the Sponsor covering the NRCS's share of the cost upon receipt and approval of SF-270, withholding the amount of damages sustained by NRCS as provided for in this agreement.

SPECIAL PROVISIONS

1. The furnishing of financial, administrative, and/or technical assistance above the original funding amount by NRCS is contingent on there being sufficient unobligated and uncommitted funding in the Watershed Flood Prevention Operations Program that is available for obligation in the year in which the assistance will be provided. NRCS may not make commitments in excess of funds authorized by law or made administratively available. Congress may impose

obligational limits on program funding that constrains NRCS's ability to provide such assistance.

2. In the event of default of a construction contract awarded pursuant to this agreement, any additional funds properly allocable as construction costs required to ensure completion of the job are to be provided in the same ratio as construction funds are contributed by the parties under the terms of this agreement. Any excess costs including interest resulting from a judgment collected from the defaulting contractor, or his or her surety, will be prorated between the Sponsor and NRCS in the same ratio as construction funds are contributed under the terms of the agreement.
3. Additional funds, including interest properly allocable as construction costs as determined by NRCS, required as a result of decision of the sponsor contracting officer or a court judgment in favor of a claimant will be provided in the same ratio as construction funds are contributed under the terms of this agreement. NRCS will not be obligated to contribute funds under any agreement or commitment made by the Sponsor without prior concurrence of NRCS.
4. The State Conservationist may make adjustments in the estimated cost to NRCS for constructing the works of improvement. Such adjustments may increase or decrease the amount of estimated funds that are related to differences between such estimated cost and the amount of the awarded contract or to changes, differing site conditions, quantity variations, or other actions taken under the provisions of the contract.
5. NRCS, at its sole discretion, may refuse to cost share should the Sponsor, in administering the contract, elect to proceed without obtaining concurrences described in this agreement.

Expected Accomplishments and Deliverables

1. Secure funding from another federal agency and the MA DER to fully fund the flood mitigation of the low-lying areas of the commercial property within the Mill Creek Subbasin prior to work starting.
2. Schedule and facilitate a pre-design meeting with the Massachusetts professional registered project engineer and representatives of the Sponsor and NRCS for each phase of work.
3. Prepare a design, construction specifications, and drawings for each phase of work in accordance with relevant engineering principles that comply with NRCS programmatic requirements; and/or install the designed construction. The Sponsor must ensure each description of the work described in this agreement is reviewed, concurred, and approved by NRCS. Sponsor must not move to the next project work described in this agreement until the prior work is concurred and approved by NRCS.
4. Develop a quality assurance plans (QAP) for each project phase and submit it for NRCS review and concurrence.
5. The sponsor must provide NRCS with documentation of the actual cost incurred for the services acquired.
6. The Sponsor must provide NRCS with a signed Operation and Maintenance Agreement and the O&M plan that it is based on prior to soliciting contractors to install the project. By signing the agreement, the Sponsor agrees to maintain the project as outlined in the Operation and Maintenance Plan for the 50-year lifespan of the project.
7. Contract for services and construction, award and administer any contracts for the installation of the work for the project specified in this agreement in accordance with the Code of Federal Regulations (CFR), 2 CFR § 200.317 through 200.326, applicable state requirements, and the Sponsors' procurement regulations, as appropriate. See general terms and conditions attached to this agreement for a link to the CFR. In accordance with 2 CFR § 200.326 contracts must contain the applicable provisions described in Appendix II to Part 200. Davis-Bacon Act would not apply under this Federal program legislation.
8. Provide all construction inspection and quality assurance for the project but must allow NRCS to perform periodic progress checks.
9. Provide to NRCS, as a minimum, the following data to support the Sponsor's request for reimbursement for installing the project:
 - a. Copies of Design Report including data collected for design (surveys, geotechnical investigations, etc.), design computations, design assumptions, final AutoCAD drawing files, specifications, bid package, final payment documentation, construction inspection documents including pictures and videos and as-built plans and record drawings.
 - b. Certification from a Professional Engineer registered in the State of Massachusetts that all works meets construction standards and specifications. Sponsors will prepare as-built drawings, stamped by a MA licensed Professional Engineer

(PE) certifying that the "To the best of my professional knowledge, judgment and belief, this practice is installed in accordance with the plans and specifications and meets NRCS standards."

10. Arrange for and conduct final inspection of completed work with NRCS and provide a certification statement to NRCS that the project was completed in accordance with contractual requirements and the terms of this agreement.

11. Provide copies of site maps to appropriate Federal and State agencies for environmental review. Notify NRCS of environmental clearance, modification of construction plans, or any unresolved concerns prior to award of the contracts for construction of the works of improvement.

12. Procure and install a Project Sign. Details for the sign will be provided by NRCS and it will be installed at a location on the project site agreed upon by NRCS and the Sponsor. Costs associated with procurement and installation of the project sign are eligible for reimbursement from NRCS.

13. Upon acceptance of the completed works by the NRCS, assume responsibility for operation and maintenance of the completed works in accordance with the Operation and Maintenance Agreement for 50 years.

Resources Required

See the Responsibilities of the Parties section for required resources, if applicable.

Milestones

Sponsor and NRCS acceptance of final CNR Bridge Designs	August 2022
Announcement and solicitation of construction contracts for bridge	September 2022
Sponsor and NRCS acceptance of low roads, culverts and WCS	October 2022
Secure funding for low property mitigation	October 2022
Award construction contract for bridge	November 2022
Begin mitigation of low-lying properties	September 2023
Announcement and solicitation of construction contracts for roads	October 2023
Award construction contract for low roads and WCS	November 2023
Complete mitigation of low-lying properties	April 2024
Date of estimated completion of bridge construction	September 2024
Date of estimated completion of low roads and WCS	September 2024
Submission of As-built Documentation for low roads and WCS	November 2024
Submission of As-built Documentation for Bridge to NRCS	December 2024

GENERAL TERMS AND CONDITIONS

Please reference the below link(s) for the General Terms and Conditions pertaining to this award:
<https://www.fpacbc.usda.gov/about/grants-and-agreements/award-terms-and-conditions/index.html>

**U.S. DEPARTMENT OF AGRICULTURE
FARM PRODUCTION AND
CONSERVATION**

**GENERAL TERMS AND CONDITIONS FOR
GRANTS AND COOPERATIVE AGREEMENTS**

The Farm Production and Conservation (FPAC) mission area encompasses the following USDA agencies: Natural Resources Conservation Service (NRCS), Farm Service Agency (FSA), Risk Management Agency (RMA), the Commodity Credit Corporation (CCC), and the FPAC Business Center.

I. APPLICABLE REGULATIONS

- a. As a condition of this award, the recipient assures and certifies that it has and/or will comply and require subrecipients to comply with the requirements contained in the following statutes and regulations, as applicable. The full text of Code of Federal Regulations references may be found at <https://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR> and <http://www.ecfr.gov/>.
1. 2 CFR Part 25, "Universal Identifier and System of Award Management"
 2. 2 CFR Part 170, "Reporting Subaward and Executive Compensation Information"
 3. 2 CFR Part 175, "Award Term for Trafficking in Persons"
 4. 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)"
 5. 2 CFR Part 182, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)"
 6. 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards"
 7. 2 CFR Part 400, "Uniform Administrative Requirements, Cost Principles, And Audit Requirements for Federal Awards"
 8. 2 CFR Part 417, "Nonprocurement Debarment and Suspension"
 9. 2 CFR Part 418, "New Restrictions on Lobbying"
 10. 2 CFR Part 421, "Requirements for Drug-Free Workplace (Financial Assistance)"
 11. 2 CFR Part 422, "Research Institutions Conducting USDA-Funded Extramural Research; Research Misconduct"
- b. Allowable project costs will be determined in accordance with the authorizing statute, the purpose of the award, and, to the extent applicable, to the type of organizations receiving the award, regardless of tier. The following portions of the Code of Federal Regulations are hereby incorporated by reference. The full text of Code of Federal Regulations references may be found at

<https://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR>
and <http://www.ecfr.gov/>.

2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards"

- c. For corporate recipients, by accepting this award the recipient acknowledges: (1) that it does not have a Federal tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and (2) that it has not been convicted of a felony criminal violation under any Federal law within 24 months preceding the award, unless a suspending and debarring official of the USDA has considered suspension or debarment of the recipient corporation based on these convictions and/or tax delinquencies and determined that suspension or debarment is not necessary to protect the interests of the Government. If the recipient fails to comply with these provisions, the agency will annul this agreement and may recover any funds the recipient has expended in violation of the above cited statutory provisions.

II. UNALLOWABLE COSTS

The following costs are not allowed:

- a. Profit and management fees. Recipients may not earn and keep income resulting from an award
- b. Costs above the amount authorized for the project.
- c. Costs incurred after the award period of performance end date.
- d. Costs not identified in the approved budget or approved budget revisions.
- e. Costs of promotional items and memorabilia, including models, gifts, and souvenirs.
- f. Compensation for injuries to persons or damage to property arising from project activities.
- g. Meals: Meals may be charged to an award only if they are necessary for the performance of the project. For instance, meals (normally only lunch) that are a necessary part of the costs of meetings and conferences (i.e., required attendance and continuity of a meeting), the primary purpose of which is the dissemination of information, are allowable, as are costs of transportation, rental of facilities, speakers' fees, and other items incidental to such meetings or conferences. Note: Meals consumed while in official travel status do not fall in this category. They are considered to be per diem expenses and should be reimbursed in accordance with the organization's established travel policies subject to statutory limitations or in accordance with Federal travel policies.
- h. Costs normally charged as indirect costs may not be charged as direct costs without proper justification and agency approval. Proper justification includes documentation that the costs meet the criteria for allowability (see 2 CFR 200.403). Examples of such costs include rent, utilities, depreciation on buildings and equipment, the costs of operating and maintaining facilities, and general administration and general expenses, such as the salaries and expenses of executive officers, personnel administration, and accounting.
- i. Salaries that are not commensurate with level of work: All costs must be reasonable

- to be allowable (2 CFR 200.403), and 2 CFR 200.404 defines a reasonable cost as one if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost. Salaries determined not to be reasonable compared to the level of work will be unallowable.
- j. Honoraria. Speaker fees are allowable.
 - k. Costs which lie outside the scope of the approved project and amendments thereto.
 - l. Entertainment costs, regardless of their apparent relationship to project objectives.
 - m. Consulting services performed by a Federal employee during official duty hours when such consulting services result in the payment of additional compensation to the employee; and
 - n. Renovation or refurbishment of facilities, the purchase or installation of fixed equipment in facilities, and the planning, repair, rehabilitation, acquisition, or construction of buildings or facilities.

This list is not exhaustive. For general information about the allowability of particular items of costs, please see 2 CFR Part 200, "Subpart E - Cost Principles", or direct specific inquiries to the administrative contact identified in the award. The allowability of some items of costs may be difficult to determine. To avoid disallowance or dispute of such costs, the recipient may seek prior approval before incurring them. See 2 CFR 200.407.

III. PRIOR APPROVAL REQUIREMENTS

Certain items of cost and award revisions require the prior written approval of the awarding agency. The following are the most common situations requiring prior approval. However, this list is not exhaustive, and the recipient is also bound by any other prior approval requirements identified in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Submit all requests for the approvals described below via e-mail to FPAC.BC.GAD@usda.gov. In any instance where a request for approval modifies the award budget, the recipient must submit a revised SF 424A and budget narrative. All requests for prior approval must reference the applicable agreement number.

- a. Pre-award costs.—To receive reimbursement for costs incurred prior to the award date, recipients must request written approval. This restriction also applies to costs intended to meet cost-share requirements. Even with approval, recipients incur pre-award costs at their own risk. The Federal awarding agency is under no obligation to reimburse such costs if for any reason the recipient does not receive a Federal award or if the Federal award is less than anticipated and inadequate to cover the costs.
- b. Revisions to scope, objective, or deliverables.—When it is necessary to modify the scope, objective, or deliverables of an award, the recipient must submit a written request and justification for the change along with the revised scope, objective, or deliverables of the award.
- c. Additions or changes to subawards and contracts.—The subawarding, transferring, or contracting out of any work (i.e., services) under a Federal award not identified in the original award budget or any changes to subaward or contracts requires prior written approval. The recipient must submit a justification for the proposed

subaward/contract, a statement of work to be performed, and a detailed budget for the subaward/contract. This provision does not apply to the acquisition of supplies, material, equipment, or general support services.

- d. Change in a key person specified in the application or award.—When there is a change in key personnel, the recipient must request prior written approval for the substitution or change. The request must identify the replacement personnel and provide his or her qualifications.
- e. Absence or change in project leadership.—If the approved project director or principal investigator disengages from the project for more than three months or reduces time devoted to the project by 25 percent or more, the recipient must request prior approval in writing, identifying who will be in charge during the project director's absence. The notification must include the qualifications of the replacement.
- f. Budget revisions.—Recipients must request prior written approval for deviations from the approved budget in the instances described below. For all budget revisions, the recipient must submit a new SF 424A or 424C and budget narrative, even those that do not require prior approval.
 - 1. The inclusion of costs that require prior approval in accordance with Subpart E— Cost Principles of this part or 45 CFR part 75 Appendix IX, “Principles for Determining Costs Applicable to Research and Development under Awards and Contracts with Hospitals,” or 48 CFR part 31, “Contract Cost Principles and Procedures,” as applicable.
 - 2. Where the cumulative amount of transfers of funds among direct cost categories or programs, functions, and activities exceeds or is expected to exceed 10 percent of the total budget as last approved by the Federal awarding agency, and where the Federal share of the project exceeds the simplified acquisition threshold. Recipients must notify the Government of budget changes that do not meet the threshold described above and provide a revised SF 424A and budget narrative.
 - 3. The transfer of funds budgeted for participant support costs to other categories of expense requires prior written approval. Participant support costs means direct costs for items such as stipends or subsistence allowances, travel allowances, and registration fees paid to or on behalf of participants or trainees (but not employees) in connection with conferences or training projects.
 - 4. Changes in the approved cost-sharing or matching provided by the recipient, including to amount, source, or type.
 - 5. Additional Federal funds needed to complete the project. This change also requires a formal agreement amendment.
 - 6. Changes to negotiated indirect cost rates during the award period of performance. If the change is due to receipt of a new negotiated indirect costs rate agreement (NICRA) must include a copy of the new agreement.
- g. No-Cost Extensions of Time.—When a no-cost extension of time is necessary, the recipient authorized signatory must submit a written request via e-mail to FPAC.BC.GAD@usda.gov. Except in limited circumstances, a no-cost extension of time cannot exceed 12 months. FPAC cannot approve requests for no-cost

extensions received after the expiration of the award. In addition, time may not allow extension requests submitted less than 30 calendar days before the period of performance end date to be processed, so recipients are encouraged to submit requests as soon as possible. FPAC agencies cannot approve no-cost extensions requested merely to expend remaining funds. The request must contain the following:

1. Amount of additional time requested
2. Explanation for the need for the extension
3. A summary of progress to date and revised milestones

IV. PAYMENTS

- a. Recipients must request reimbursement or advances using a properly completed and executed SF-270, submitted with a Budget Expense Table or Deliverable Expense Table (or similar summary document), as applicable to either the ezFedGrants system or to FPAC.BC.GAD@usda.gov. Templates for Budget Expense Tables and Deliverable Expense Tables are available at this link: <https://www.fpacbc.usda.gov/about/doing-business/index.html>. FPAC agencies will make payment to the recipient on a reimbursable or advance basis in accordance with the frequency specified in the statement of work.
- b. Recipients requesting advances should request payments in amounts necessary to meet their current needs pursuant to procedures contained in the Federal administrative provisions and 31 CFR Part 205. Requests must be submitted no less than 15 days prior to the start of the requested advance period. The recipient must provide a justification showing the amount of advanced funds spent using the Budget Expense Table within 30 days of the end of the advance period. If applicable, the recipient must also submit the cost-share Budget Expense Table.
- c. The method of payment between the recipient and its contractors will be in accordance with the policies and procedures established by the recipient except that the contractors may not use the USDA Office of Financial Management/National Finance Center method to request payments. If the recipient makes advance payments to contractors, the recipient must ensure that the timing of such payments is designed to minimize elapsed time between the advance payment and the disbursement of funds. Recipients must not submit requests from their contractors for review or approval.
- d. The recipient must maintain records of supporting documentation all costs incurred under this award. Such documentation includes, but is not limited to, canceled checks, paid bills, payroll records, and subaward documents. Labor cost charges to this award must be based upon salaries actually earned and the time actually worked on this award. All project costs must be incurred within the period of performance of this award, including any approved no-cost extension of time. The Government may disallow costs that cannot be supported by supporting documentation or that are incurred outside of the agreement period of performance and budget and may require the return of any funds paid out for those costs. The level of detail and documentation required to be provided to support any individual payment request is at the discretion of the Government. Do not provide supporting

documentation unless it is specifically requested.

- e. Recipients must pay all costs incurred (i.e., liquidate obligations) under the award and request all final requests for payment not later than 120 calendar days after the period of performance end date. The Government must timely close-out expired agreements, which includes de-obligation of unspent funds. Therefore, funds may not be available for payment requests received more than 120 days after the period of performance end date, and the Government is not obligated to make such payments.
- f. Payments under fixed-amount awards are made based on deliverables completed, milestones achieved, or as a single payment upon award completion rather than costs incurred. The Government and recipient must utilize 2 CFR 200, Subpart E, Cost principles to support unit prices included in fixed amount awards prior to agreement execution.

V. FINANCIAL REPORTING

- a. Recipients must submit a Federal Financial Report (FFR), SF 425 in accordance with the schedule included in the award statement of work. Recipients must submit reports to either the ezFedGrants system or via e-mail to FPAC.BC.GAD@usda.gov. Failure to submit reports as required may result in suspension or termination of award.
 - b. The recipient must submit a final financial report no later than 120 days after the period of performance end date. Failure to do so may result in a negative report to the Federal Awardee Performance and Integrity Information System (FAPIIS).
 - c. The FPAC awarding agency will withhold payments under this award if the recipient is delinquent in submitting required reports.

VI. PERFORMANCE MONITORING AND REPORTING

- a. The recipient is responsible for monitoring day-to-day performance and for reporting to the FPAC awarding agency. If the project involves subaward/contractual arrangements, the recipient is also responsible for monitoring the performance of project activities under those arrangements to ensure that approved goals and schedules are met.
- b. The recipient must submit a written progress report at the frequency specified in the statement of work to either the ezFedGrants system or via e-mail to FPAC.BC.GAD.usda.gov. Each report must cover—
 - 1. A comparison of actual accomplishments with the milestones and deliverables established for the reporting period and, where project output can be quantified, a computation of the costs per unit of output.
 - 2. The reasons why milestones and deliverables targets were not met, if appropriate.
 - 3. Additional pertinent information including, where appropriate, analysis

and explanation of cost overruns or high unit costs.

- c. The recipient must submit a final performance report within 120 calendar days of the period of performance end date. Failure to do so may result in a negative report to the Federal Awardee Performance and Integrity Information System (FAPIIS).
- d. The FPAC awarding agency will withhold payments under this award if the recipient is delinquent in submitting required reports.

VII. REPORTING SUBAWARDS AND EXECUTIVE COMPENSATION

- a. Reporting of first-tier subawards.
 1. Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$30,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).
 2. Where and when to report.
 - i. You must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.
 - ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
 1. What to report. You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov>.
- b. Reporting Total Compensation of Recipient Executives.
 1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—
 - i. the total Federal funding authorized to date under this award is \$30,000 or more;
 - ii. in the preceding fiscal year, you received—
 - A. 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - B. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15

U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. Where and when to report. You must report executive total compensation described in paragraph b.1. of this award term:
 - i. As part of your registration profile at <https://www.sam.gov>.
 - ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

1. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—
 - i. in the subrecipient's preceding fiscal year, the subrecipient received—
 - A. 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - B. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
 - ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this award term:
 - i. To the recipient.
 - ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.*, between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

1. Subawards, and

2. The total compensation of the five most highly compensated executives of any subrecipient.
- e. Definitions. For purposes of this award term:
1. Entity means all of the following, as defined in 2 CFR part 25:
 - i. A Governmental organization, which is a State, local government, or Indian tribe;
 - ii. A foreign public entity;
 - iii. A domestic or foreign nonprofit organization;
 - iv. A domestic or foreign for-profit organization;
 - v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
 2. Executive means officers, managing partners, or any other employees in management positions.
 3. Subaward:
 - i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
 - iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
 4. Subrecipient means an entity that:
 - i. Receives a subaward from you (the recipient) under this award; and
 - ii. Is accountable to you for the use of the Federal funds provided by the subaward.
 5. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
 - i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical

reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v. Above-market earnings on deferred compensation which is not tax-qualified.
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

VIII. AUDIT REQUIREMENTS

The recipient is responsible for complying with audit requirements in accordance with 2 CFR 200, Subpart F. A recipient entity that expends \$750,000 or more during the recipient's fiscal year in Federal awards must have a single or program-specific audit conducted for that year.

IX. SPECIAL PROVISIONS

- a. The recipient assures and certifies that it will comply with the minimum-wage and maximum-hour provisions of the Federal Fair Labor Standards Act.
- b. Employees of FPAC agencies will participate in efforts under this agreement solely as representatives of the United States. They may not participate as directors, officers, employees, or otherwise serve or hold themselves out as representatives of the recipient. They also may not assist the recipient with efforts to lobby Congress or to raise money through fundraising efforts. Further, FPAC employees must report to their immediate supervisor any negotiations with the recipient concerning future employment and must refrain from participation in projects or agreements with such recipients.
- c. Except for agreements entered under the Agriculture Conservation Experienced Services (ACES) program authorized by the Food, Conservation, and Energy Act of 2008, employees of the recipient will not be considered Federal employees or agents of the United States for any purposes under this agreement. An individual providing services under the ACES program is deemed to be an employee of the United States Government solely for purposes of chapter 171 of title 28, United States Code, provided the individual is acting within the scope of the agreement.
- d. Except in very limited circumstances (e.g., construction agreements), no agreement period of performance can exceed a total of five years, including extensions.
- e. Recipients who engage or assist in scientific related activities on behalf of USDA must uphold the principles of scientific integrity established by Departmental Regulations 1074-001, Scientific Integrity. Covered activities

include engaging in, supervising, managing, and reporting scientific work; analyzing and publicly communicating information resulting from scientific work; and utilizing information derived from scientific work in policy and decision making.

- f. Recipients of awards under covered programs (as defined in Executive Order 13858, January 31, 2019) are encouraged to use, to the greatest extent practicable, iron and aluminum as well as steel, cement, and other manufactured products produced in the United States in every contract, subcontract, purchase order, or subaward that is chargeable under the award. "Covered program" means a program that provides financial assistance for the alteration, construction, conversion, demolition, extension, improvement, maintenance, construction, rehabilitation, or repair of an infrastructure project in the United States. However, it does not include programs for which a domestic preference is inconsistent with law or programs providing financial assistance that are subject to comparable domestic preferences.
- g. The recipient and its employees are prohibited from promoting, recommending, or discussing the availability of specific commercial products or services with FPAC agency clients in the course of carrying out activities under this agreement, including any products or services offered by the recipient, except as may be specifically allowed in the agreement.

X. PATENTS, INVENTIONS, COPYRIGHTS, AND ACKNOWLEDGMENT OF SUPPORT AND DISCLAIMER

- a. The following acknowledgment of USDA support must appear in the publication of any material, whether copyrighted or not, and any products in electronic formats (web sites, computer programs, etc.) that is substantially based upon or developed under this award:

"This material is based upon work supported by the U.S. Department of Agriculture, under agreement number [recipient should enter the applicable award number here]."

In addition, all publications and other materials, except scientific articles or papers published in scientific journals, must include the following statement:

"Any opinions, findings, conclusions, or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the views of the U.S. Department of Agriculture. In addition, any reference to specific brands or types of products or services does not constitute or imply an endorsement by the U.S. Department of Agriculture for those products or services."

- b. All publications printed with Federal Government funds will include the most current USDA nondiscrimination statement, available from the Public Affairs Division, Civil Rights Division, or on the USDA home page. If the material is too small to include the full nondiscrimination statement, the material must, at a

minimum, include the following statement:

“USDA is an equal opportunity provider, employer, and lender.”

The recipient is responsible for ensuring that an acknowledgment of USDA is made during news media interviews, including popular media such as radio, television, and news magazines, that discuss work funded by this award in a substantial way.

- c. Allocation of rights of patents, inventions, and copyrights must be in accordance with 2 CFR Part 200.315. This regulation provides that small businesses normally may retain the principal worldwide patent rights to any invention developed with USDA support.
- d. In accordance with 37 CFR Section 401.14, each subject invention must be disclosed to the Federal agency within 2 months after the inventor discloses it in writing to recipient personnel responsible for patent matters. Invention disclosure statements pursuant to 37 CFR Section 401.14(c) must be made in writing to FPAC.BC.GAD@usda.gov.
- e. USDA receives a royalty-free license for Federal Government use, reserves the right to require the patentee to license others in certain circumstances, and requires that anyone exclusively licensed to sell the invention in the United States must manufacture it domestically.

XI. COST SHARING REQUIREMENTS

- a. If the award has specific cost-sharing requirements, cost-sharing participation in other projects must not be counted toward meeting the specific cost-share requirement of this award. Cost sharing must come from non-Federal sources unless otherwise stated in the applicable program authorizing statute.
- b. Cost sharing must be documented on each SF 425 and payment requests as it is provided by the recipient or third party. The required cost-share or matching ratio must be met by the end of the agreement period of performance; however, it does not have to be maintained for every payment request.
- c. Should the recipient become aware that it may be unable to provide the cost-sharing amount identified in this award, it must—
 - 1. Immediately notify the FPAC Business Center Grants and Agreements Division via e-mail to FPAC.BC.GAD@usda.gov, and
 - 2. Either specify the steps it plans to take to secure replacement cost sharing or specify the plans to phase out the project in the absence of cost sharing.

Failure by the recipient to notify FPAC in accordance with this section or failure to submit an acceptable remediation plan may result in the disallowance of some or all the costs charged to the award, the subsequent recovery by FPAC of some of the FPAC funds provided under the award, and/or termination of the award. It may constitute a violation of the terms and conditions of the award so serious as to

provide grounds for subsequent suspension or debarment. FPAC reviews and approves or disapproves cost-sharing remediation plans on a case-by-case basis.

- d. The recipient must maintain records of all project costs that are claimed s cost sharing as well as records of costs to be paid by FPAC. If the recipient's cost sharing includes in-kind contributions, the basis for determining the valuation for volunteer services and donated property must be documented.
- e. Recipients must also request prior approval before changing the source or type of cost sharing. See Section III(e)(4).

XII. PROGRAM INCOME

- a. Program income does not include Federal funds received under an award. Program income means gross income earned by the non-Federal entity that is directly generated by a supported activity or earned as a result of the Federal award during the period of performance except as provided in §200.307(f). Examples include fees charged for conferences or workshops, fees for services performed, the use or rental of real or personal property acquired under Federal awards, the sale of commodities or items fabricated under a Federal award, license fees and royalties on patents and copyrights, and principal and interest on loans made with Federal award funds. Interest earned on advances of Federal funds is not program income. Except as otherwise provided in Federal statutes, regulations, or the terms and conditions of the Federal award, program income does not include rebates, credits, discounts, and interest earned on any of them.
- b. FPAC recommends treating program income with the additive method, however recipients may request to use the deductive method.
- c. If program income is earned and not already identified and addressed in the award, the recipient must provide notification to the FPAC BC GAD via e-mail to FPAC.BC.GAD@usda.gov and indicate the preferred treatment method (additive or deductive).
- d. Program income may be used to meet recipient cost-sharing requirements with the approval of the Government.
- e. Recipients must report all program income on the applicable SF 270 and SF 425 as it is earned.

XIII. NONEXPENDABLE EQUIPMENT

- a. Recipients purchasing equipment or products with funds provided under this award are encouraged to purchase only American-made equipment and products. A state must use, manage and dispose of equipment acquired under a Federal award by the state in accordance with state laws and procedures. All other recipients must follow these procedures.
- b. Title to equipment acquired under a Federal award will vest conditionally in the

recipient upon acquisition. The recipient must not encumber the property without approval of the Government.

- c. The recipient must use the equipment for the authorized purposes of the project for as long as needed whether or not the project or program continues to be supported by the Federal award. When no longer needed for the original program or project, the equipment may be used in other activities supported by the Federal awarding agency, in the following order of priority:
 - 1. Activities under a Federal award from the Federal awarding agency which funded the original program or project, then
 - 2. Activities under Federal awards from other Federal awarding agencies.
- d. The recipient must maintain property records that include a description of the property, a serial number or other identification number, the source of funding for the property (including the FAIN), who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
- e. The recipient must take a physical inventory of the property and reconcile the results with the property records at least once every two years until final disposition.
- f. When equipment is no longer needed for any of the purposes set out in this provision and the per-unit fair market value is less than \$5,000, the recipient may retain, sell, or dispose of the equipment with no further obligation to FPAC. However, if the per-unit fair market value is \$5,000 or more, the recipient must submit a written request for disposition instructions to FPAC.BC.GAD@usda.gov.

XIV. LIMIT OF FEDERAL LIABILITY

- a. The maximum financial obligation of FPAC to the recipient is the amount of funds indicated in the award as obligated by FPAC. However, if an erroneous amount is stated on the approved budget, or any supporting document relating to the award, FPAC will have the unilateral right to make the correction and to make an appropriate adjustment in the FPAC share of the award to align with the Federal amount authorized.
- b. For awards where it is anticipated that the period of performance will include multiple budget periods, all subsequent budget periods are subject to the availability of funds, program authority, satisfactory performance, and compliance with the terms and conditions of the Federal award.

XV. AMENDMENTS

The parties may modify this agreement via formal amendment executed by the authorized signatories of each. The FPAC Business Center's Grants and Agreements Division has developed streamlined procedures for certain agreement changes, including no-cost extensions and some changes to agency and recipients contacts that do not require formal amendments. Contact the administrative contact for this award for instructions.

XVI. PRIVACY ACT AND PROHIBITION AGAINST CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS

- a. Activities performed under this award may involve access to confidential and potentially sensitive information about governmental and landowner issues. The term “confidential information” means proprietary information or data of a personal nature about an individual, or information or data submitted by or pertaining to an organization. This information must not be disclosed without the prior written consent of FPAC.
- b. The recipient’s personnel will follow the rules and procedures of disclosure set forth in the Privacy Act of 1974, 5 U.S.C. Section 552a, and implementing regulations and policies with respect to systems of records determined to be subject to the Privacy Act. The recipient’s personnel must also comply with privacy of personal information relating to natural resources conservation programs in accordance with section 1244 of Title II of the Farm Security and Rural Investment Act of 2002 (Public Law 107-171).
- c. The recipient agrees to comply with the **“Prohibition Against Certain Internal Confidentiality Agreements:”**
 - 1. You may not require your employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
 - 2. You must notify your employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (1) of this award provision are no longer in effect.
 - 3. The prohibition in paragraph (1) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information.
 - 4. If FPAC determines that you are not in compliance with this award provision, FPAC:
 - i. Will prohibit your use of funds under this award, in accordance with sections 743 and 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law;
 - ii. May pursue other remedies available for your material failure to comply with award terms and conditions.

XVII. ACKNOWLEDGMENT OF SECTION 1619 COMPLIANCE

The recipient agrees to comply with FPAC guidelines and requirements regarding the disclosure of information protected under Section 1619 of the Food, Conservation, and

Energy Act of 2008 (PL 110- 246), 7 U.S.C. 8791 as described below. Responsibilities.

- a. Acceptance of this award indicates acknowledgment and understanding that the recipient is legally bound by Federal statute to comply with the provisions of Section 1619 and that the recipient will not subsequently disclose information protected by section 1619 to any individual or organization that is not directly covered by this award. Any such subsequent disclosure of the protected information (except as permitted under Section 1619) will be considered a violation of Section 1619. The recipient will be held responsible should disclosure of the protected information occur.
- b. Acceptance of this award legally binds every owner, manager, supervisor, employee, contractor, agent, and representative of the recipient to comply with the provisions in Section 1619. The recipient must consult with FPAC prior to providing protected information to an entity or individual outside of the recipient and as necessary to implement the program to ensure that such release is permissible.
- c. The recipient will use the protected information only to perform work that is directly connected to this award. Use of the protected information to perform work that is not directly connected to this award is expressly prohibited.
- d. The recipient must internally restrict access to the protected information to only those individuals who have a demonstrated need to know the protected information to perform work under this award.
- e. The provisions in Section 1619 are continuing obligations. Even when the recipient is no longer a recipient, or when individuals currently affiliated with the recipient become no longer so affiliated, every person having been provided access to the protected information will continue to be legally bound to comply with these provisions.
- f. The recipient must notify all managers, supervisors, employees, contractors, agents, and representatives about this provision and the requirements of Section 1619. Notifications about the existence of this provision must be made to those individuals who are new to the organization and periodic notifications must be sent throughout the organization (as well as to all contractors and agents) to remind all about the ongoing and continuing requirements.
- g. When the recipient is unsure whether particular information is covered or protected by Section 1619, the recipient must consult with FPAC to determine whether the information must be withheld.
- h. Use of the protected information for any purpose is expressly prohibited after the period of performance end date of this award. Upon the award end date, any protected information provided under this award must be immediately destroyed or returned to FPAC. The recipient must provide to FPAC written certification that the protected information (paper copy, electronic copy, or both) has been properly destroyed, removed from any electronic storage media, or both.
- i. Any State's "sunshine law," "open records act" or other version of the Freedom of Information Act is superseded by section 1619 under the

Supremacy Clause of the U.S. Constitution. Accordingly, information protected from disclosure by section 1619 must not be released under such State laws.

j. Protected Information.

Examples of the types of information prohibited by disclosure under Section 1619 include, but are **not limited to**, the following:

- i. State identification and county number (where reported and where located).
 - ii. Producer or landowner name, business full address, phone number, Social Security Number, and similar personal identifying information.
 - iii. Farm, tract, field, and contract numbers.
 - iv. Production shares and share of acres for each Farm Serial Number (FSN) field.
 - v. Acreage information, including crop codes.
 - vi. All attributes for Common Land Units (CLUs) in USDA's Geospatial Information System
 - vii. Any photographic, map, or geospatial data that, when combined with other maps, can be used to identify a landowner.
 - viii. Location of conservation practices.
- k. Section 1619 allows disclosure of "payment information (including payment information and the names and addresses of recipients of payments) under any Department program *that is otherwise authorized by law*" (emphasis added). The names and payment information of producers generally may be provided to the public; however, the recipient shall consult with FPAC if there is any uncertainty as to the provision of such information.
- l. Section 1619 also allows disclosure of otherwise protected information if "the information has been transformed into a statistical or aggregate form without naming any—(i) individual owner, operator, or producer; or (ii) specific data gathering cite." The recipient must consult with FPAC as to whether specific information falls within this exception prior to relying on this exception.
- m. Violations. The recipient will be held responsible for violations of this provision and Section 1619. A violation of this provision by the recipient may result in action by FPAC, including termination of the underlying Federal award.
- n. Effective Period. The requirements of this provision is effective on the date of the final signature and will continue until FPAC notifies the recipient that it is no longer required based on changes in applicable Federal law.

XVIII. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

The recipient (including subrecipients) is responsible for compliance with the prohibition on certain telecommunications and video surveillance services or equipment identified in 2 CFR 200.216. See Public Law 115-232, Section 889 for additional information. In accordance with 2 CFR 200.216, the recipient (including subrecipients) is prohibited from obligating or expending loan or grant funds for covered telecommunications equipment or services to:

- o. procure or obtain, extend or renew a contract to procure or obtain;
- p. enter into a contract (or extend or renew a contract) to procure; or
- q. obtain the equipment, services or systems.

XIX. NATIONAL POLICY REQUIREMENTS

The recipient must comply with all relevant public policy requirements, including those in general appropriations provisions, which can be accessed at this link:
https://www.ocfo.usda.gov/docs/Regulatory_Statutory_and_National_Policy_Requirements_v2_2018_04_17.pdf

XX. TERMINATION

In accordance with 2 CFR 200.340, the recipient understands this agreement may be terminated in whole or in part as follows:

- a. By the Federal awarding agency or pass-through entity, if a recipient fails to comply with the terms and conditions of a Federal award;
- b. By the Federal awarding agency or pass-through entity, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities;
- c. By the Federal awarding agency or pass-through entity with the consent of the recipient, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated; or
- d. By the recipient upon sending to the Federal awarding agency or pass-through entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal awarding agency or pass-through entity determines in the case of partial termination that the reduced or modified portion of the Federal award or subaward will not accomplish the purposes for which the Federal award was made, the Federal awarding agency or pass-through entity may terminate the Federal award in its entirety.
- e. If the Federal award is terminated for the recipient's material failure to comply with the U.S. Constitution, Federal statutes, regulations, or terms and conditions of the Federal award, the termination decision will be reported to the OMB-designated integrity and performance system accessible through SAM (currently FAPIIS) in accordance with 2 CFR200.341.

XXI. REPORTING OF MATTERS RELATED TO RECIPIENT INTEGRITY AND PERFORMANCE

If the total value of the recipient's currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any

period of time during the period of performance of this Federal award, then the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

a. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

1. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
2. Reached its final disposition during the most recent five-year period; and
3. Is one of the following:
 - i. A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
 - ii. A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 - iii. An administrative proceeding, as defined in paragraph 5. of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
 - iv. Any other criminal, civil, or administrative proceeding if:
 - A. It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;
 - B. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
 - C. The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

b. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

c. Reporting Frequency

During any period of time when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report.

Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

d. Definitions

For purposes of this award term and condition:

1. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
2. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.
3. Total value of currently active grants, cooperative agreements, and procurement contracts includes—
 - i. Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
 - ii. The value of all expected funding increments under a Federal award and options, even if not yet exercised.

XXII. AWARD CLOSEOUT

- a. Award closeout is the process by which FPAC determines that all required project activities have been performed satisfactorily and all necessary administrative actions have been completed.
- b. The recipient must submit, no later than 120 calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the agreement, including documentation showing that match or cost-share requirements have been met. The awarding agency may approve extensions when requested by the recipient.
- c. Unless the awarding agency authorizes an extension, the recipient must liquidate all obligations incurred under the agreement not later than 120 calendar days after the end date of the period of performance.
- d. Recipients must submit all requests for reimbursements no later than 120 calendar days after the end date of the period of performance.
- e. The recipient must promptly refund any balances of unobligated cash that the awarding agency paid in advance or paid and that are not authorized to be retained by the recipient for use in other projects. See OMB Circular A-129 and see §200.345 Collection of amounts due, for requirements regarding unreturned amounts that become delinquent debts.

- f. Recipients must retain all records pertaining to the agreement in accordance with 2 CFR 200.333-337 and any additional requirements included in the agreement statement of work.
- g. Recipients must follow disposition requirements for property acquired with award funds in accordance with 2 CFR 200.310-316 and the terms of this agreement.
- h. If the recipient does not submit all reports in accordance with this section and the terms and conditions of the Federal award within one year of the period of performance end date, the Federal awarding agency must proceed to close out with the information available, including de-obligation of remaining funds. In addition, in accordance with 2 CFR 200.344, the Federal awarding agency must report the non-Federal entity's material failure to comply with the terms and conditions of the award with the OMB-designated integrity and performance system (currently FAPIIS).

XXIII. NON-DISCRIMINATION IN USDA PROGRAMS

The recipient agrees that, in accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

**COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING**

Issued May
2004



CONTRACTOR LEGAL NAME :
CONTRACTOR VENDOR/CUSTOMER CODE:

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

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

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

AUTHORIZED SIGNATORY NAME	TITLE

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

Signature

Date:

Title:

Telephone:

Fax:

Email:

[Listing can not be accepted without all of this information completed.]

A copy of this listing must be attached to the "record copy" of a contract filed with the department.

**COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING**

Issued May
2004



CONTRACTOR LEGAL NAME :
CONTRACTOR VENDOR/CUSTOMER CODE:

PROOF OF AUTHENTICATION OF SIGNATURE

**This page is optional and is available for a department to authenticate contract signatures.
It is recommended that Departments obtain authentication of signature for the signatory
who submits the Contractor Authorized Listing.**

This Section MUST be completed by the Contractor Authorized Signatory in presence of notary.

Signatory's full legal name (print or type):

Title:

X _____
Signature as it will appear on contract or other document (**Complete only in presence of notary**):

AUTHENTICATED BY NOTARY OR CORPORATE CLERK (PICK ONLY ONE) AS FOLLOWS:

I, _____ (NOTARY) as a notary public certify that I witnessed
the signature of the aforementioned signatory above and I verified the individual's identity on this date:

_____, 20 ____.

My commission expires on:

AFFIX NOTARY SEAL

I, _____ (CORPORATE CLERK) certify that I witnessed the
signature of the aforementioned signatory above, that I verified the individual's identity and confirm the individual's
authority as an authorized signatory for the Contractor on this date:

_____, 20 ____.

AFFIX CORPORATE SEAL



SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: August 16, 2022

III

BUSINESS

~ E ~

REQUESTED BY:	Selectboard
DESIRED ACTION:	To discuss and vote on the fiscal year 2023 Selectboard Goals
PROPOSED MOTION:	If a motion is needed one will be made at the time of the meeting.
SUMMARY:	
Project	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____

FY2023 Wellfleet Selectboard Goals

1.) Housing: *Support and incentivize the development of decent, safe year-round housing for low and middle-income households, and support the development of housing for seasonal and year-round worker housing. Pursue housing policies and programs that support job creation and the year-round economy.*

Objectives:

- a. Continue to look for a diverse set of opportunities to address the housing crisis at multiple levels of income. (Funding, Zoning, Construction, Ownership) ~ **RC**
- b. Continue to support the 95 Lawrence Rd Housing Project ~ **RC**
- c. If voters approve the purchase of Maurice's Campground ~ **RC**
 - Implement a robust planning process with clear expected deadlines
 - Advertise for and recruit a diverse planning committee
- d. Develop a plan to allocate the majority of short-term rental revenue to housing in order to increase affordable and workforce housing as well as attainable home ownership opportunities in the community. ~ **MD**

2.) Governance: *Achieve and maintain a stable financial system. Financial stability is a state in which the financial system is resistant to economic fluctuations and is fit to smoothly fulfil its basic functions: budgeting and oversight of funds and management of risks.*

Objectives:

- a. Establish a Capital Planning Committee. One example: ~ **BC**
<https://www.arlingtonma.gov/town-governance/boards-and-committees/capital-planning-committee>
- b. Establish Selectboard liaisons to all (or at least most appropriate) boards and committees ~ **BC**
- c. Finish Normalizing the Town's Financial Operations, (structure, governance, reporting, and policies) ~ **RC**
- d. Support administration instituting best fiscal practices. Ensure they are maintained after the departure of the interim staff with a much greater degree of oversight and integration than in the past. ~ **RC**
- e. Materially respond to DOR DLS review once issued. ~ **RC**
- f. Enhance the Auditing process and with a revised and expanded scope of work put out to bid. ~ **RC**
- g. Continue to normalize Town Operations. ~ **RC**

- h. Foster enhanced communications between public bodies, and public bodies and town staff. ~ **RC**
- i. Hold Town Administrator to performance goals and finish reformatting performance reviews ~ **RC**
- j. Ensure Effective Oversight of Town Operations ~ **RC**
- k. Like to see progress made regarding resolving ongoing issues of possibly hidden agendas and personal differences/squabbles interfering materially with the functionality and efficiency of certain town departments and high-profile projects-specifically issues surrounding the harbor dredging project and the operation of our marina. Left unresolved, these issues have the potential to be very costly to the town, both financially and in terms of the good will of our state government representation and our Congressional delegation. ~ **JW**
- l. Select Board be proactive in its role as the top of the chain of command, with our finger on the pulse of all town departments through regular and thorough reports by the Town Administrator based on regularly scheduled, thorough reports from department heads, based on meetings of department heads with key department personnel, to the Town Administrator. ! **JW**
- m. Create a capital budget and a capital reserve fund. ~ **MD**
- n. Support the new Town Administrator in all our mutual initiatives. ~ **KB**
- o. Evaluate all Town fee's and suggest an across the board increase of 10 percent. ~ **KB**

3.) Built & Natural Environment: *The surrounding or conditions in which a person, animal, or plant lives or operates. Infrastructure - The basic physical and organizational structures and facilities (e.g., buildings, roads, and power supplies) needed for the operation of a society or enterprise.*

Objectives:

- a. Replace the fuel tanks at Marina and stripe area vacated by the corral ~ **RC**
- b. Evaluate the L Pier for reconditioning ~ **RC**
- c. Explore opportunities for additional dockage ~ **RC**
- d. Restripe Marina: The Town could gain 20+ parking if the Marina was restriped. ~ **RC**
- e. Secure watershed permit. Develop an implementation program. ~ **RC**
- f. Develop an implementation structure within Town Administration with clear lines of responsibilities and communications. ~ **RC**
- g. Move forward on wastewater initiatives already approved by town meeting, (Pilot IA system upgrades, Pilot PRB, 95 Lawrence Rd Decentralized Cluster System) ~ **RC**
- h. Develop a cross departmental reporting program to capture nutrient remediation ~ **RC**
- i. Develop BMP for stormwater system replacements that are done as part of routine maintenance by the DPW ~ **RC**

- j. Plan a replacement cycle for town owned septic systems within the Wellfleet Harbor Watershed and replacement or refurbishment of associated bath houses. ~ **RC**
- k. Herring River ~ **RC**
 - Ensure that all monies received for the project are administered properly
 - Insist that nutrient levels are being quantified to establish nutrient remediation benefits of the project.
 - Ensure contractors are held to their performance terms.
 - Reach resolution with NPS regarding land exchange related to the project.
- l. Develop a Capital Asset Preservation Plan with ongoing tracking of fixed assets ~ **RC**
- m. Established paid parking for high demand parking areas to generate revenue and promote enhanced circulation – Mayo Beach Parking Pilot ~ **RC/KB**
- n. Establish a Parking Department Reporting to the Police Chief for Parking Enforcement Officers ~ **RC**
- o. Clearly mark municipal parking areas ~ **RC**
- p. Evaluate the Rec Parking area and 338 Main Street for reconstruction. ~ **RC**
- q. Evaluate Town Hall Parking Lot of re-striping ~ **RC**
- r. Expand LeCount Hollow/Maguire’s Landing to the full width away from the beach to create additional parking to make up for the ongoing erosion reducing parking (lost 20 spaces in the 2021-2022 winter) ~ **RC**
- s. Establish a plan to build a new beach house for Lecount Hollow/Maguire’s Landing by 2024. Following the winter storms of 2021-2022, the bathhouse is approximately 15’ from the dune's edge ~ **RC**
- t. Extend Parking Beach Season to pay for lifeguards on at least one beach throughout June and September. ~ **RC**
- u. Access all town-owned buildings in good repair for their suitability for rooftop solar and the cost-effectiveness of any modifications needed to support rooftop solar. ~ **MD**
- v. Work with DPW and Administration to assess the current condition of all town owned buildings and infrastructure and develop a maintenance and replacement plan. The purpose is to prevent neglect of public buildings and so that Wellfleet is well positioned to receive federal infrastructure dollars as well as any other applicable grants. ~ **MD**
- w. Spring town meeting Article to renovate town of Wellfleet public restrooms. ~ **MD**
- x. Prepare for grant funding opportunities for Wastewater projects related to the watershed permit application. ~ **MD**
- y. Revisit 2017 White Crest parking expansion, complete plan if necessary and move forward with construction. ~ **KB**
- z. Revisit shellfish shack and determine if basics of repair can be accomplished in-house for under \$50K. Ensure building is usable for the department operations. ~ **KB**
- aa. Work at revetment for mitigating flood tides from Uncle Tim’s Bridge to Mac’s Shack. ~ **KB**

4.) Public Access: *Work to secure and maintain public access points.*

Objectives:

- a. Install/refresh town landing signage ~ **RC**
- b. Install additional small craft racks at in demand locations ~ **RC**
- c. Develop plan for engineering at Bank Street Public Landing for bulkhead with stairs ~ **RC**
- d. Develop plans for roadside parking w Boat racks at the former Windsurfer setup area at Burton Baker Beach/Landing ~ **RC**
- e. Continue to work with town committees (Rights of Public Access, Open Space Committee, Conservation Commission) ~ **RC**
- f. Re-evaluate standards for disposition of town owned property with a focus on preserving or enhancing public access to public lands and waters ~ **RC**
- g. Preserve public's right to access to coastal resources, ponds, and other natural areas ~ **BC**
- h. Support work of Rights of Public Access Committee on these issues, including funding needed for surveys and title research ~ **BC**

5.) Business and Economic Development: *Economic development is the process by which our community pursues policies and programs that support job creation and the year round economy. Economic development has a direct relationship with the environment and environmental issues.*

Objectives:

- a. Determine needs and concerns of business owners; where possible, simplify approval processes ~ **BC**
- b. Explore means of supporting existing businesses and encouraging new businesses. ~ **BC**
- c. Re-evaluate the financial model of the transfer station. ~ **RC**
- d. In addition to determining the present-day economic practicality of installing rooftop solar, implement a scale that weighs changes in price per kW installed and the wholesale price per kW for electricity providers enabling the town to judge when it is economically advantageous to fit rooftop solar on buildings where it may not make sense currently. ~ **RC**

6.) Public Safety: *To ensure a safe and secure environment for all residents, staff, and visitors and to ensure the Town is prepared to effectively respond to all emergencies that might affect safety or security of the community*

Objectives:

- a. Cahoon Hollow Beach:
 - In manner supportive of Wellfleet Police Department, work with Park Service to address seasonal issues with unregulated and disruptive bus tour traffic ~ **BC**
 - Ask for the NPS Superintendent's Compendium be amended to address some of the issues at this location ~ **RC**
 - Explore what our options are to address the demands placed on staff due the behavior at this beach. ~ **RC**
 - we have been kicking the "can" of the out-of-control parking issue down the road long enough, it is time to act decisively. We now are seeing the "funk" bus using the Marina lot as a staging area for people heading to the beaches, in addition to the fact that the Marina has been providing free parking for any number of businesses for far too long. There is a high cost to "free" parking, and it is long past time to address it. ~ **JW**
- b. Resolve outstanding issues with DCR and DOT in order to best serve motorists, pedestrians and cyclists. ~ **MD**

7.) Staffing: *To ensure a safe and secure environment for all residents, staff, and visitors and to ensure the Town is prepared to effectively respond to all emergencies that might affect safety or security of the community*

Objectives:

- a. Pending STM Authorization, Hire an HR Director ~ **RC**
- b. Establish a Scope for IT Director and have an article for 2023 ATM ~ **RC**
- c. Have Administration implement a workforce development program ~ **RC**
- d. Evaluate the cost/benefit of a part time grant writer ~ **RC**
- e. Evaluate the possibility of hiring a full time Social Worker who would collaborate with Emergency Management Services on calls with mental health or substance issues and establish follow up visits with the individuals in crisis and post crisis if agreed to. ~ **RC**

8.) Planning: *Complete and make progress on a number of key plans and documents to guide our work and processes in the years to come.*

Objectives:

- a. Local comprehensive plan ~ **RC**
 - Restart the Local Comprehensive Planning Process.
 - Establish clear deadlines and expectations for LCP process
 - Initiate a separate long term local Climate Change Local Comprehensive plan establishing clear decision trees and points for various adaptations.
- b. Establish a migration plan to platform Town functions to a SaS cloud with a web-based portal for the public ~ **RC**
- c. Identify or develop a plan to create additional Meeting rooms for boards and committees. ~ **RC**
- d. Work with the DPW and administration to plan and get engineering for Main Street sidewalk from the end of DOT limit of work to long pond rd. ~ **MD**
- e. Work with DPW and administration to renovate town hall lawn and replace plastic bus stop benches with nice wooden benches. ~ **MD**
- f. Continue Transitioning town department vehicle replacements to plug in hybrids where available and practicable as stipulated in the Fuel-Efficient Vehicle Policy. ~ **RC**
- g. Establish a replacement policy for all current fuel-powered equipment classes to replace them with electric equipment where possible and economical. ~ **RC**
- h. I am greatly concerned as to the ongoing, brazen flouting of our zoning bylaws regarding activities at 1065 State Highway. While there may be aspects of this situation of which I may be unaware, it strikes me that the Town of Wellfleet, through Town Council or other means, must do what is required to give teeth to our zoning bylaws; many tax-paying residents, both year-round and seasonal, are being very negatively impacted by this ongoing situation. If our zoning bylaws are to have any meaning or relevancy, it is crucial that the Town stand its ground. ~ **JW**
- i. Begin conversations with the NPS about the future of OVD, potential land swaps, and recreational opportunities. ~ **JW**
- j. Update Town Website ~ **JW**



SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: August 16, 2022

IV

BUSINESS

~ F ~

REQUESTED BY:	Selectboard
DESIRED ACTION:	To review and vote on the Wellfleet Code of Conduct Policy as amended by Town Counsel
PROPOSED MOTION:	I move to approve the Wellfleet Code of Conduct as amended by KP Law and have it placed on the towns website under policies.
SUMMARY:	
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____

I. ~~1~~ PURPOSE

The Town, acting through its elected Selectboard, recognizes that all individuals elected or appointed by the Town must maintain and enforce respectful discourse with their fellow elected or appointed members, with those who work for the Town, those who volunteer their time and services on behalf of the Town and members of the public by striving at every meeting, forum or other official interaction to treat every person fairly and with respect regardless of any differences of opinion.

This policy provides a standard of conduct for all elected and appointed officials in the Town.

II. ~~2~~ APPLICABILITY

This policy shall apply to all elected and appointed officials acting on behalf of the Town and covers all of their actions and communications, whether spoken or written, including but not limited to all electronic communications, including social media, when such elected or appointed officials are acting as such or representing their respective board or committee and conducting Town business.

III. ~~3~~ CODE OF CONDUCT

All Town elected and appointed officials must act serve their positions honestly, conscientiously, reasonably, and in good faith at all times, having regard to their responsibilities, the interests of the Town, and the welfare of its residents.

The Town elected and appointed officials must refrain from communicating or acting in a disrespectful, abusive, or threatening manner towards members of the community, other elected or appointed officials, the Town Administrator, or Town Staff.

Moreover, all elected and appointed officials must fully comply with the Town's Policy Against Workplace Violence as well as applicable legal requirements, including, but not limited to, the Conflict of Interest Law, the Public Records Law and the Open Meeting Law.

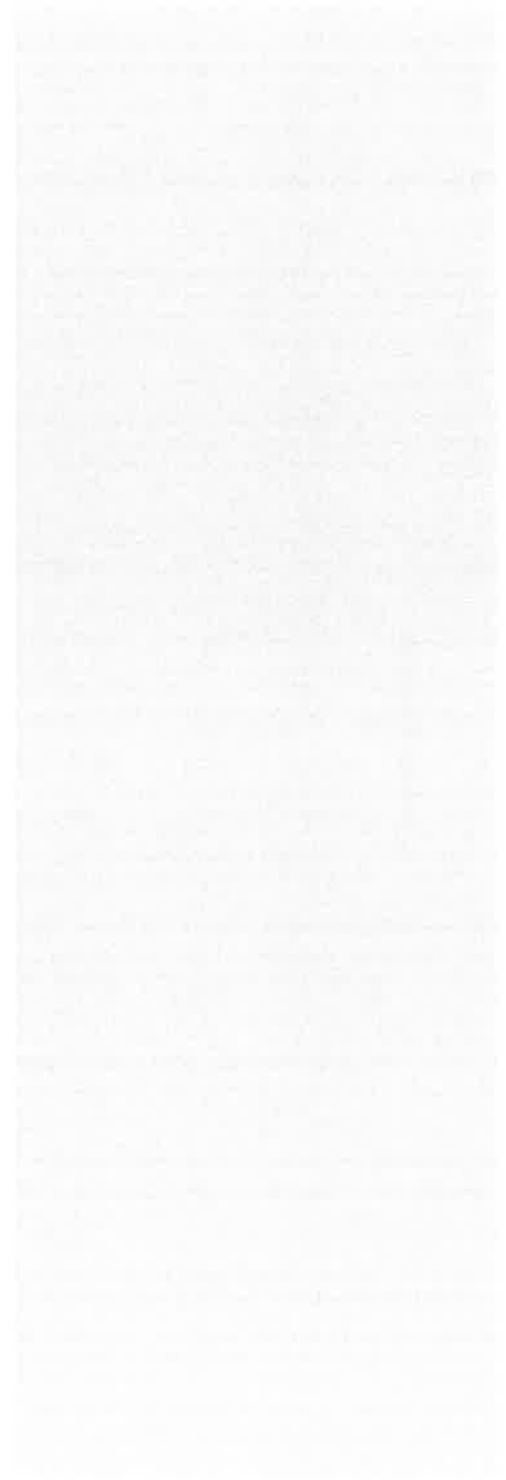
Further, all elected and appointed officials of the Town must assume the following responsibilities:

~~3~~ A. Conduct Generally and in Relation to the Community

- i Be well informed concerning the local and State duties of a municipal employee or member of a public body.
- ii Never purport to represent the opinion of your public body except when unless specifically authorized by a recorded vote to do so. When representing your individual opinion, clearly state that the opinion expressed is your own and not representative of the board or committee on which you serve. Members of the public body are reminded of their duty to uphold the Open Meeting Law and that they should refrain from expressing any opinion on business pending or to come before their board or committee outside of a public meeting of their board or committee.
- ~~iii~~ iii. Accept your position as a means of unselfish public service, not to benefit personally, professionally, or financially from your position.
- iv Conduct yourself so as to promote maintain public confidence in our local government.
- v Recognize that the chief function of local government at all times is to serve the best interests of all of the people.

Commented [JMA1]: You may wish to reference additional policies here, e.g. sexual harassment policy, as well as applicable legal requirements, OML/PRL.

- vi Demonstrate respect for the public that you serve.
- vii Unless specifically exempted by law, conduct the public's business in a manner that promotes open and transparent government.



- viii. Safeguard confidential information, including executive session discussions.
- ix. Conduct official business in such a manner that demonstrates you cannot be improperly influenced in the performance of your official duties.
- x. Comply as fully as possible with all applicable laws, Town policies, regulations, and bylaws, including, without limitation, the following:
 - o Selectboard Policies, including the Workplace Violence and Harassment, Sexual Harassment policies
 - o The Open Meeting Law;
 - o The Public Records Law;
 - o Conflict of Interest Law (M.G.L. c. 268A);
 - o Massachusetts Procurement Laws;
 - o Town Personnel Bylaw
 - o Town of Wellfleet Employee Personnel Manual

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III B. Conduct in Relation to other elected and appointed officials

- i. Treat all members of the public body to which you belong with respect despite differences of opinion, keeping in mind that professional respect does not preclude honest differences of opinion but requires civility when expressing those differences.
- ii. Participate and interact in official meetings with dignity and decorum, fitting those who hold a position of public trust.
- iii. Recognize your responsibility to attend all meetings to assure a quorum and promptly notify the chair should you, for any reason, be unable or unwilling to continue to serve. Formal notice to resign from a public body requires written notification to the Town Clerk.
- iv. Recognize that action taken at official legal meetings of each public body is binding and that no individual you alone cannot bind a public body outside of such meetings.
- v. Members of a public body should refrain from making statements or promises as to how they will vote on matters within their body's jurisdiction until -with they have had an opportunity to hear the pros and cons of the issue during a public meeting of their body.
- vi. Uphold the intent of executive session and respect the privileged-confidential communications that exists in executive session as well as the confidentiality of such executive session minutes and materials until the public body votes to publicly release same in accordance with the Open Meeting Law.
- vii. Make decisions only after all facts on a question are presented and discussed.

III C. Conduct in Relation to the Town Administrator

- i. Recognize and support the administrative chain of command and refuse to act on complaints as an individual outside the administration.
- ii. Give the Town Administrator full responsibility for discharging their duties and/or solutions, as specified in the Charter. Refrain from giving orders or directions to the Town Administrator for action as an individual member of a public body.

III D. Conduct in Relation to Town Staff

- i. Treat all staff as professionals and respect each individual's abilities, experience, and dignity.

- ii. Refrain from giving instructions to Town staff but rather channel all such activities through the Town Administrator.
- iii. ~~Refrain from~~ Never publicly criticizing an individual employee or a department ~~in your capacity as a public body member~~. Concerns about staff performance ~~—ee~~ should only be made to the Town Administrator through private communication.
- iv. ~~Elected and Appointed~~ Officials who interact with Town staff must do so respectfully and understand that employees should not be expected to take direction ~~from~~ any individual official.

IV. DISTRIBUTION ANDEducation:

- i The Town Clerk shall provide a copy of this policy to all elected and appointed officials upon its issuance and upon any individual's subsequent ~~re-election~~, appointment or re-appointment.
- ii Each individual shall sign a statement that they have read this policy and will comply with all requirements set forth in this policy. If any member declines to sign the ~~form~~, that fact shall be noted by the Town Clerk on the form.

Commented [CMM2]: There does not appear to be any "education" on the policy, so perhaps change the title to Distribution only?

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V. ENFORCEMENT

In addition to any other remedies or enforcement options available under the law, each board, committee or the Selectboard may vote to censure any elected member. The appointing authority may remove or decline to reappoint an individual who violates any provision of this Code of Conduct. Previous violations of this Code of Conduct must be noted when any appointed official is reappointed or appointed to a different position. ~~The individual rights and procedures outlined in G.L. c. 30A, Section 21(a)(1) shall be observed before any board votes to censure an elected official or remove or decline to reappoint an appointed official.~~

If any elected or appointed official is accused of violating the Town's Policy Against Workplace Violence, or Sexual Harassment Policy, the Town Administrator, or if the Town Administrator is the individual accused the Selectboard, shall refer the matter for investigation to the contact named in the Policy Against Workplace Violence, or Sexual Harassment Policy, or a disinterested outside firm or individual qualified to investigate the alleged conduct. The Town Administrator shall not be obliged to obtain any additional authority; this policy shall be sufficient authority. The firm or individual to whom the matter is referred shall promptly investigate the matter and report back findings of fact and recommendations to the Town Administrator or if the Town Administrator is the individual under investigation to the Selectboard. ~~The Town Administrator shall share the reported findings and recommendations with the elected official's public body and the Selectboard. The public body and/or Selectboard shall then take such action as is authorized by law and as it deems fit in response to the matter.~~

Commented [CMM3]: Authority for what? Authority to pursue the investigation? If the Town's Violence in the Workplace or Sexual Harassment policy already calls for the TA to investigate or cause to be investigated any allegations in violation of the policy, there is no need to say this here.

If an elected or appointed official is accused of violating any other provision of this Code of Conduct, the public body that the official represents or, if applicable, the appointing authority may take such action as is authorized by law and as it deems fit or it may vote upon the request of the Town Administrator or on its own to refer the matter to a disinterested outside firm or individual qualified to investigate the alleged conduct. This firm or individual shall promptly investigate the matter and report back findings of fact and recommendations to the Town

Administrator. The Town Administrator ~~shall share the reported findings and recommendations with the public body and the Selectboard. The public body and~~ or the Selectboard shall then take such action as is authorized by law and as it deems fit in response to the matter. These remedies shall be in addition to, and not in substitution for, any other remedies that may be available by law.



SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: August 16, 2022

IV

BUSINESS

~ G ~

REQUESTED BY:	Selectboard
DESIRED ACTION:	To designate board members as town board/committee liaisons
PROPOSED MOTION:	I move to appoint _____ as a liaison to _____ board/committee
SUMMARY:	
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____

Wellfleet Selectboard Liaisons

Zoning Board of Appeals

No Liaison needed

Marina Advisory Committee

Yes - requested John Wolf

Commission on Disabilities

Yes –

Energy Committee

Yes –

Open Space Committee

Yes –

Community Preservation Committee

Yes – requested Barbara Carboni

****Please note other boards/committees haven't responded****



SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: August 16, 2022

IV

BUSINESS

~ H ~

REQUESTED BY:	Ryan Curley, Chair
DESIRED ACTION:	To review, amend, and vote on the Comprehensive Financial Management Policy for the Town of Wellfleet
PROPOSED MOTION:	I move to approve the Comprehensive Financial Management Policy for the Town of Wellfleet as amended at tonight's meeting.
SUMMARY:	
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____

**Comprehensive Financial
Management Policies for
The Town of Wellfleet**

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Adoption of these policies will supplant the following (See Appendix II)

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Budget and Financial Management

Debt Policy

Grant Revenue

Investment Policy

Vehicle Rollover Policy

Meals Payment Policy

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PREFACE

The policies are intended to outline objectives, provide direction, and define authority to help ensure sound fiscal stewardship and management practices. Each should be periodically reviewed and updated as necessary. With these policies, the Town of Wellfleet, through its Selectboard, Town Administrator, Finance Committee, and employees, commits to the following objectives:

- Sustaining a consistent level of service and value for residents and businesses
- Safeguarding financial integrity and minimizing risk through a system of internal controls
- Ensuring the quality and maintenance of capital assets
- Conforming to general law, uniform professional standards, and municipal best practices
- Preserving the town's AAA credit rating
- Promoting transparency and public disclosure
- Assuring accurate and timely reporting
- Ensure that Wellfleet has the expertise on staff to effectively manage its finances and departmental operations.

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INTRODUCTION

To ensure the growing and continued financial health of the Town of Wellfleet, provide the public with confidence that Town officials seriously respect their responsibility for fiscal stewardship, and demonstrate to bond rating agencies that the Town has thoughtfully prepared for its future, the financial policies outlined below shall guide the Town. These policies are a living tool and shall be reviewed by the Town Administrator and designated staff on an annual basis and updated as necessary, changes may be required to adapt to the needs of the Town.

This document is intended to establish a set of financial management policies and not the procedures that identify the specific methods and actions necessary to carry out these policies. Policies are the terms and conditions which guide and direct the town in making financial management decisions. They are not hard and fast rules so that they may recognize extraordinary situations. Financial management policies are made to support strategies. In many instances, administrative procedures are or will be developed as tools to implement these policies.

The GFOA recommends that governments should formally adopt financial policies as a best practice and that "Financial policies are central to a strategic, long-term approach to financial management. Some of the most powerful arguments in favor of adopting formal, written financial policies include their ability to help governments."

Objectives:

The objectives of the Financial Management Policies are as follows:

- A. To guide the Selectboard, Finance Committee, and management staff in evaluating and implementing decisions that have significant impact on the Town.*
- B. To set forth planning and operating principles which require that the cost of government be clearly identified, and that financial risk be minimized.*
- C. To employ balanced and fair fee and user revenue policies that provide funding for required and needed programs.*
- D. To regularly evaluate the Town's financial capacity to meet present and future needs.*
- E. To promote credible and sound financial management by providing accurate and timely information on the Town's financial condition to elected officials, staff, the public and external interests.*
- F. To ensure that current and future capital needs are addressed in a comprehensive and financially sound manner.*
- G. To promote improvement in the Town's credit rating and provide financial resources sufficient to meet the Town's obligations on all municipal debt and other long-term obligations.*

Ryan Curley 041.2213.22 Delta Draft Comprehensive Financial Management Policies for the Town of Wellfleet

H. *To establish an effective system of internal controls that ensures the legal use of financial resources.*

~~I. *To promote cooperation and coordination with other governments and the private sector in the financing and delivery of services.*~~

I. Establish sustainable long-term financial practices.

~~J. *To invest and develop the town's human capital and set performance expectations.Human Resources?*~~

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References:

Adopting financial policies. GFOA (n.d.). Retrieved April 2, 2022, from <https://www.gfoa.org/materials/adopting-financial-policies>

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A. GENERAL BUDGET POLICIES

A-1 Balanced Budget

Background:

All Massachusetts municipalities are required by state law to prepare balanced annual budgets.

The Government Finance Officers Association (GFOA) notes a true structurally balanced budget is one that supports financial sustainability for multiple years into the future.

Policy:

The Town shall adopt balanced budgets in which current revenues (non-one-time) equal or exceed current expenditures. Expenditures shall be realistically budgeted and estimated revenues shall be conservatively budgeted to allow for unanticipated events. The Town shall present said estimates and assumptions behind revenue estimates along with the balanced budget.

The Town will not balance the budget by using one time or other nonrecurring revenues to fund ongoing expenditures. The Town shall not use budgetary procedures that balance the budget at the expense of future years, such as postponing or deferring payment of expenses already incurred, accruing future year revenues, or rolling over short-term debt to avoid making principal payments.

The Town budget shall also support a financially sound operating position by maintaining reserves for emergencies and providing sufficient liquidity to pay bills on time and avoid revenue anticipation borrowing.

References:

M.G.L. c.44, §31

Achieving a Structurally Balanced Budget, Government Finance Officers Association Best Practice, February 2012

A-2 Local Receipts

Background:

Local Receipts are comprised of, short term occupancy tax, meals tax, parking fees, motor vehicle excise taxes, licenses, permits, departmental revenue and other non-property tax or state aid revenues. Local receipts are more economically sensitive and volatile than the property tax levy. Some of these revenues may be dedicated to specific uses or special purpose funds such as the Beach Fund by previous town meeting votes. Due to these factors, there is a more significant variance from year to year in actual vs. estimated local receipts than the tax levy.

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Policy:

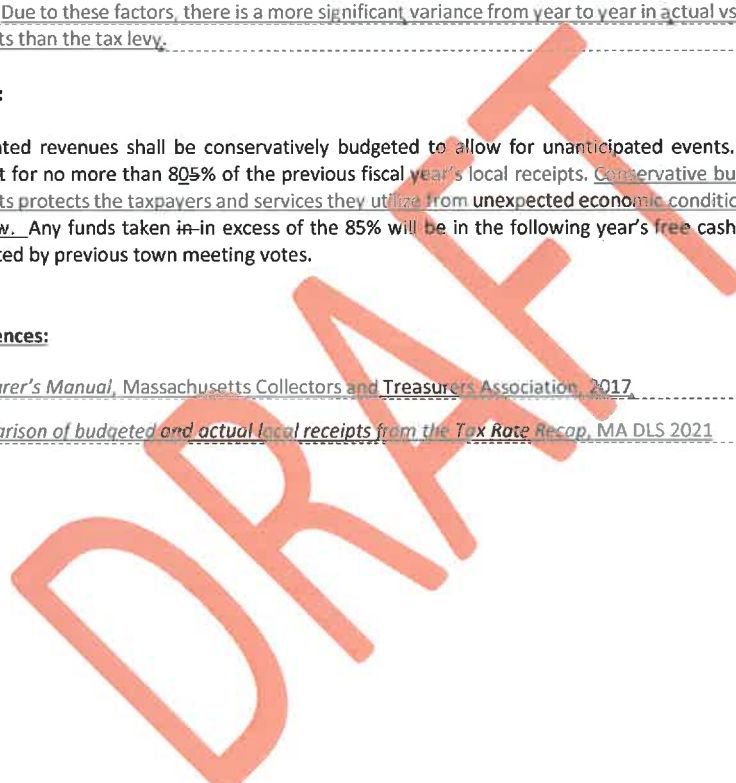
Estimated revenues shall be conservatively budgeted to allow for unanticipated events. The Town shall budget for no more than 80.5% of the previous fiscal year's local receipts. Conservative budgeting for local receipts protects the taxpayers and services they utilize from unexpected economic conditions or changes in the law. Any funds taken in excess of the 85% will be in the following year's free cash or as otherwise allocated by previous town meeting votes.

References:

Treasurer's Manual, Massachusetts Collectors and Treasurers Association, 2017

Comparison of budgeted and actual local receipts from the Tax Rate Recap, MA DLS 2021

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A-3 Submission of Budget and Budget Message

Background:

Two important principles of public budgeting are clarity and publicity. The GFOA considers the preparation of the annual budget document of great importance in providing detailed financial information and also explaining the key issues that face the community. It is also important to broadly distribute this information to the staff, elected and appointed officials and the general public in order to give them a greater understanding of the operations, financing and key issues confronting the community.

Policy:

The Selectboard's budget proposal to Town Meeting shall provide a complete financial plan of all general and enterprise funds and activities for the ensuing fiscal year, an accompanying budget message, and supporting documents. The budget message from the Selectboard shall explain the proposed budget for all Town agencies in fiscal terms and in terms of work programs. It shall outline the proposed financial policies for the Town for the ensuing fiscal year, describe the important features of the budget, indicate any major differences from the current fiscal year in financial policies, expenditures, and revenues, together with the reason(s) for such changes, summarize the Town's debt position, and include such other material as the Selectboard deems desirable, or the Finance Committee or Town Meeting may reasonably require.

The Finance Committee is encouraged to also supply a message to the Selectboard and Town Meeting.

The Town Administrator shall also provide a budget message.

The Town shall work toward the implementation of a budget document that meets the high standards of the Government Finance Officers Association "Distinguished Budget Presentation Award Program."

References:

Distinguished budget presentation award program. GFOA (n.d.). Retrieved April 2, 2022, from <https://www.gfoa.org/budget-award>

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A-4 Revenue and Expenditure Forecast

Background:

A critical step in maintaining a sound financial plan is the preparation of a multi-year revenue/expenditure forecast(s). Long term financial planning, including revenue and expenditure assumptions, is one of the local government financial practices that credit rating agencies evaluate when assessing municipalities for credit quality.

The Massachusetts Division of Local Services (DLS) states that a financial forecast, or multi-year revenue and expenditure forecast, allows a municipality to evaluate the impact of various government decisions over time.

A forecast will provide decision-makers with an indication of the long-term fiscal impact of current policies and budget decisions, and will allow the Town Administrator and staff, the Finance Committee, and the Selectboard to test various "what-if" scenarios and examine the fiscal impact on future budgets.

Policy:

Each year the Town Administrator, in consultation with the Finance Committee and Selectboard, shall prepare and maintain a five-year Financial Forecast for General Fund and Enterprise Fund operations based on current service levels and current funding sources and including the five-year Capital Improvement Program.

The forecast shall be used as a budget tool to enable Town officials to review operating needs, identify fiscal challenges and opportunities, and develop long-term budgeting policies as part of an overall strategic plan. The forecast shall be designed to provide an outlook on the implications of changes in revenues and expenditures and allow for analyzing multiple scenarios. The forecast will: 1) provide insight into whether the current mix and level of resources in the General Fund are likely to continue to be sufficient to cover current service levels and capital projects; and, 2) identify the resources needed to maintain required enterprise fund operations and 3) estimate the impact on rate payers.

The Town Administrator, in cooperation with the Finance Committee, the Selectboard and Town departments, will review fiscal assumptions every year when the forecast is updated and will use information that is timely and accurate in preparation of the forecast. The forecast and the associated assumptions shall be made available to the Selectboard and the Finance Committee no later than upon submission of the Capital Improvement Plan.

References:

Revenue and Expenditure Forecasting, MA DOR Division of Local Services Best Practice

Financial Forecasting in the Budget Preparation Process, Government Finance Officers Association Best Practice, February 2014

Ryan Curley 01.04.22 05.15.22 v Delta Comprehensive Financial Management Policies for the Town of Wellfleet

Financial Management Assessment, Standard and Poor's, June 2006.

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A-47 New Revenue Sources (STUB)

Background: THIS IS A
-STUB

Creating new sources of municipal revenues are limited by the provisions of Massachusetts home rule. Amendment Article 89, Section 7 (1966) reserves to the state sole authority to regulate elections; levy, assess and collect taxes; borrow money or pledge a municipality's credit; dispose of parkland; enact private or civil laws; and impose criminal penalties. Home rule requires an act of the legislature to enact a home rule petition or acceptance of a state statute. This results in few home rule petitions being enacted and drastically limits the ability of Massachusetts municipalities compared to the practices elsewhere in the country in developing new revenue streams.

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Massachusetts's common procedure is to adopt legislation establishing state-level statutes. Two recent examples of state-level statutes are expanding rooms tax to short-term rentals and cannabis taxes. Both were the result of sustained lobbying over many years. These state-level statutes allow local option taxation up to a maximum determined by the statute. These local options exist in addition to the taxes collected by the state on the activity generating the revenue subject to taxation. The statutes may include restrictions on the allowable uses for funds collected under them.

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In addition to state-level statutes, a municipality can generate revenues from fees, leases, or rental of municipal assets. New revenue sources cannot be incorporated into the estimated receipts as part of a municipality's budget until actuals are in hand. They cannot be estimated at a higher level than was received by a municipality the prior year. This results in new revenues or increases in a revenue source being included in the following year's free cash. For some new revenue sources, a municipality may have a limited ability to estimate receipts until actuals are in hand (e.g. Cannabis).

Policy: The Town recognizes the unique nature of any new revenue source and shall commit to a robust examination of preferred uses. New Revenue sources less the expense of collecting and or administering them shall not be applied to the general budget until and unless a policy governing their use is adopted and shall be based on actual receipts. Said policy shall utilize a community engagement process to determine the use of the funds. Until such a policy has been adopted, these funds shall follow **H-1 Use of One Time Revenue**.

The community- engagement process should take no longer than two months and shall include the following order:

1. Notification to all public bodies on the technicals of a revenue source. If applicable, this shall include the enacting legislation and any restrictions included in said statute. Administration shall give an estimated range of receipts covering three years.
2. Presentation of the technicals and funding priorities identified by Administration to the Selectboard and the Finance Committee.
3. A workshop or workshops with all boards and committees with a stake in the revenue or funding needs. The administration shall develop a synthesis based on this workshop/s. This synthesis shall include recommended uses for the funds and how they may be divided.

4. The synthesis shall be presented to the general public along with the technicals in a public workshop. Public comment and priorities shall be incorporated into the synthesis, and a draft policy shall be developed.
5. The draft policy governing the use of the revenue is presented to the Selectboard for adaptation.

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~~{Enacting legislation}~~

References:

Constitution of the Commonwealth of Massachusetts, Article 89 Sec. 7

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Local options data and reporting. Mass.gov. Retrieved April 3, 2022, from <https://www.mass.gov/service-details/local-options-data-and-reporting>

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A-5 Appropriation Close Out

Background:

Wellfleet has a Town Meeting – Selectboard – Town Administrator form of governance. Town Meeting is the legislative body of the Town. Town Meeting is the sole body capable of authorizing appropriations. These appropriations are authorized at specific dollar amounts prior to receiving bids, proposals, or quotes. The bids received may be for a dollar amount below the amount authorized or funded via outside funding sources, leaving a positive balance. Bids may be higher than the amount authorized, resulting in no contract being issued. In addition, there are instances when the appropriation is not acted on in a timely fashion or is determined to be unnecessary at a later date.

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Policy:

The Town recognizes that appropriations made at Town Meeting reflect the will of the legislative body and are an assumption of liability on the part of the town's taxpayers to fund the approved use. As such, the Town shall utilize the funds the voters have approved in a timely fashion. Therefore, any appropriation shall be closed out after two years unless a written justification is provided by the party responsible for the project and found sufficient by the Selectboard and Town Administrator to retain the funds. Close outs shall be returned to Town Meeting as free cash subject to the will of Town Meeting.

References:

Town of Wellfleet Home Rule Charter S 1-2-1

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Town of Wellfleet Home Rule Charter S 2-5-1

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B. Human Resources

B-1 Human Resources

Background:

The personnel employed by a municipality underpin the performance of the town as a whole. Whenever there is an under-investment in human resources, there is a significant impact on employee morale, and it becomes a point of friction within the organizational structure. The FY 2020 annual audit management letter identified significant deficiencies resulting from the town's lack of functioning human resource services. Human resources include recruiting qualified personnel, skill development, cross-training, oversight, performance standards, labor relations, conflict resolution, onboarding, offboarding, payroll standardization, benefits administration, and consulting. The industry-recommended best practice of maintaining one human resource professional for every 100 employees. Ultimately under-investing in these functions imposes significant costs to the town.

Policy:

The town shall create human resources program with dedicated human resource professional/s. The human resource program shall support skill development opportunities for town personnel. Performance standards shall be set for each position, and support shall be available to staff to surpass those standards. The resiliency of town services shall be promoted with the cross-train personnel and clearly defined successions of responsibilities. Onboarding strategies shall be implemented to ensure that new staff are well supported, and exit interviews of departing personnel shall be conducted.

References:

Town of Wellfleet, MA, Annual Audit Management Letter June 30, 2020, Powers & Sullivan LLC

Massachusetts Municipal Human Resources Association, Massachusetts Municipal Association (MMA), (n.d.). Retrieved April 2, 2022, from <https://www.mma.org/members/mmhr/>

MMA Policy Committee on Personnel and Labor Relations Best Practice Recommendation: Human Resources Professionals, January 2019 Volume 4, Number 7.

MMA Policy Committee on Personnel and Labor Relations Best Practice Recommendation: Professional Development for Municipal Officials, January 2019

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B-2 Comprehensive Five-Year Personnel Planning

Background:

Direct or indirect personnel costs are the most significant driver of increases in a town's operating budget on a year-over-year basis. These costs include the direct compensation of employees as well as the indirect costs of benefits, unemployment insurance, and elements of liability insurance. Over time certain positions may need to be added to accommodate changes in law or changes in the demographics and needs of the townspeople.

Policy:

Long-term personnel planning shall be conducted in a manner akin to a Capital Improvement Plan. A complete organizational structure review shall be conducted every five (5) years. This review should contain departmental narratives on roles and position responsibilities and organizational charts of positions in each department. As part of this review, departments should identify any unmet personnel needs. The Town Administrator shall also provide a five-year (5) staffing plan and recommendations for each department. The Town Administrator shall work with Departments to identify roles or responsibilities held in common across the Town's organizational structure and determine if these can be more effectively and efficiently be served by shared personnel. The Town Administrator shall also look for opportunities to automate or streamline workflows.

References:

In Face of Staff Cuts, Cities and Towns Need a New Management Roadmap, Will Brown, Municipal Advocate Vol 24, No. 4

B-3 Personnel Policies and Labor Contracts

Background:

The Town has approximately **XX** full and part time town and schools employees and a total of **X** unions and associations. For the purposes of these policies, the following definitions shall apply:

- Personnel Policies are the documents that represent the conditions of employment, wages, benefits, hiring, promotions, classifications, and many other categories of employer/employee relations. Collective bargaining agreements, as well as state laws and regulations, take precedence over the terms included in the Personnel Policy.
- Pay and Classification Plans are the schedules that identify employees by job category, job title, and union/non-union status on a typical Grade structure. Pay Plans are the wage schedules that specify pay rates, typically on an annual step or merit system, for each union and non-union position.
- Memorandums of Agreement (MOAs) are the documents that represent an agreement between a municipality and the various labor unions. They are created when a municipality and the respective union have reached an agreement for a contract period about wages and working conditions.
- Collective Bargaining Agreements (CBAs) are the documents that incorporate the negotiated changes and represent the total agreement that exists between a municipality and a union.
- Side Letters are documents that represent a ~~short~~ short-term agreement between a municipality and a union.

Policy:

Pay plans and pay rates shall ~~be constantly monitored to~~ ensure compliance with labor contracts, personnel policies, and accuracy. ~~Contract proposals and agreements will be fully costed out to understand the short and long-term impact on Town finances. In order to foster transparency in the provision of employment agreements and benefits, the Town will prepare and maintain documents that are publicly available, including personnel policies, pay plans, classification plans, memorandums of agreement, collective bargaining agreements, and side letters.~~

References:

Town of Wellfleet Employee Personnel Manual

Town of Wellfleet Personnel Bylaw

B-4A- Position Control & Vacancies

Background:

The largest segment of a town's operating budget is its personnel costs. Failure to accurately monitor the personnel budget can lead to errors in budgeting, over or under staffing, incorrect grading, and other personnel costs. Over time certain roles and responsibilities lose their relevancy, or technological advances increase productivity allowing the same work to be performed by fewer employees, while needs elsewhere may have increased. It is in the town's best interest to ensure that resources are employed judiciously.

Policy:

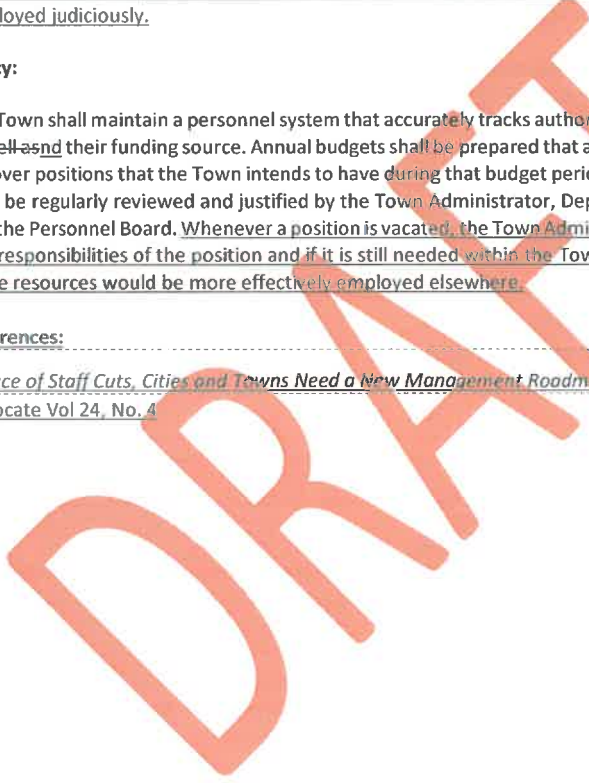
The Town shall maintain a personnel system that accurately tracks authorized, filled, and unfilled positions as well as their funding source. Annual budgets shall be prepared that account for all the costs necessary to cover positions that the Town intends to have during that budget period. The existing staffing structure shall be regularly reviewed and justified by the Town Administrator, Department Heads, the Selectboard and the Personnel Board. Whenever a position is vacated, the Town Administrator shall evaluate the scope and responsibilities of the position and if it is still needed within the Town's organizational structure or if those resources would be more effectively employed elsewhere.

References:

In Face of Staff Cuts, Cities and Towns Need a New Management Roadmap, Will Brown, Municipal Advocate Vol 24, No. 4

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C. Housing

Background

The lack of affordable housing in Wellfleet is a crisis that places considerable strain on year-round residents and impedes economic development in the region due to the lack of housing for the workforce. Affordable year-round rentals are in short supply, rental stock is limited due to the premium placed on high-priced summer vacation rentals, and lower-wage workers cannot afford market-rate rents for year-round housing.

In the 2017 report titled "Regional Housing Market Analysis and 10-Year Forecast of Housing Supply and Demand for Barnstable County, Massachusetts", the Cape Cod Commission estimated that the Lower Cape needed at least 1,100 new units of housing affordable to working families to meet the need at the time. As the trends in that report have continued upward, in part due to Covid, demand has increased in the town and the region. The income needed to purchase a median-priced home in Wellfleet was \$123,000 in 2019, and today it is \$156,000. This is 61% higher than AMI of a household of four in Barnstable County, and Wellfleet's AMI is below the county average. With housing prices out of reach for most local workers, rentals are more important than ever, but the vacancy rate for year-round rentals has been virtually 0% for years. Sustainable communities need year-round housing for all income levels.

HUD defines cost-burdened families as those "who pay more than 30 percent of their income for housing" and "may have difficulty affording necessities such as food, clothing, transportation, and medical care." Severe rent burden is defined as paying more than 50 percent of one's income on rent. Many residents and town personnel are housing cost-burdened. Most rentals mirror the housing makeup locally, consisting primarily of single-family houses. The reliance on single-family homes creates a precarious long-term rental market with a more frequent cycling of housing out of the year-round rental market as landlords convert properties to lucrative seasonal rentals or sell a property to new owners than experienced in urban areas. With no vacancies locally, these residents are displaced and forced to find alternative arrangements and often must leave the area.

Housing costs impair the Town's ability to recruit qualified personnel, and the cost burden imposed by housing is increasing the cost to the town to attract and retain personnel. The town must bear the cost to train staff who are hired without being fully qualified for a position and pay a higher salary to retain them. The housing crisis is intrinsically linked to the town's personnel budgets, our internal controls, and the quality of services offered by the town. Housing costs are undermining the long-term sustainability of both the town as a working community and the governmental services addressing the needs of the community and environment.

Policy:

Investment in Community and Affordable Housing shall be prioritized with dedicated funding streams derived from new revenues or future increases in funding receipts. Any new revenue source shall include a distribution to the Wellfleet Affordable Housing Trust. Infrastructure projects that enable year-round housing opportunities shall be prioritized.

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DB. ENTERPRISE FUND POLICIES

DB-1 Self Sufficiency and Rates

Background:

Enterprise Funds provide a separate accounting and financial reporting mechanism for municipal services for which a fee is charged in exchange for goods and services. Under enterprise accounting, the revenues and expenditures of the service are segregated into a separate fund with its own financial statements, rather than commingled with revenues and expenditures of all other government activities. Enterprise accounting allows a community to demonstrate to the public the total cost of providing a service.

Policy:

Enterprise Funds (e.g., Water & Marina Funds) shall be fully supported by the revenue from their rates, fees, and other revenue-generating operations. The methodology for calculating indirect costs shall be explicitly documented and agreed upon by Town Accountant, Treasurer, and Enterprise Department heads.

Rates and fees for enterprise services shall be set at a level to provide for self-supporting enterprise operations, including direct and indirect costs. Capital projects shall be financed from enterprise revenues and grants.

Enterprise Funds shall be reviewed annually by the responsible board, commission, or department head to project revenues and expenditures for the next fiscal year and generate estimates of the current fiscal year and the projections for future years in order to prevent the need for subsidy by the General Fund operating budget. Estimates of capital project costs, debt service, and other liabilities shall be included in this analysis in order to project future enterprise fund budgets and revenues necessary to maintain self-sufficiency. Non-recurring fees shall not be used to fund the general operating expenses of the Enterprise Fund.

Specific to the Water Enterprise, changes in the rates and/or rate structure shall be carefully analyzed prior to recommendation and implementation in order to ascertain the short and ~~long~~-term impact on rate payers.

References:

MGL, Chap 44, Sec 53F1/2

Enterprise Funds, MA DOR Division of Local Services Best Practice

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CE. RESERVE FUNDS/FUND BALANCE POLICIES

Background:

Formal written policies that establish guidelines for funding and maintaining reserves can help a community sustain operations during difficult economic periods. Reserves can be used to finance unforeseen or emergency needs, to hold money for specific future purposes, or in limited instances, to serve as a revenue source for the annual budget. Reserve balances and policies can also positively impact a community's credit rating and as a consequence, the long-term cost to fund major projects. The discussion of reserves, and the attention of credit rating agencies, is generally focused on free cash, stabilization funds, and, sometimes, overlay surplus.

EG.1 Free Cash

Background:

The Division of Local Service's *Municipal Finance Glossary (May 2008)* defines Free Cash as follows:

Free Cash (Also Budgetary Fund Balance) – Remaining, unrestricted funds from operations of the previous fiscal year, including unexpended free cash from the prior year, actual receipts in excess of revenue estimates shown on the tax recapitulation sheet, and unspent amounts in budget line-items. Unpaid property taxes and certain deficits reduce the amount that can be certified as free cash. The calculation of free cash is based on the balance sheet as of June 30, which is submitted by the community's auditor, accountant, or comptroller. Important: free cash is not available for appropriation until certified by the Director of Accounts.

Free Cash provides a financial cushion against events such as a sudden loss of a revenue source, an economic downturn, an emergency, or other unanticipated expenditures, non-recurring capital expenditures, and uneven cash flow. Free cash can serve as a source for funding capital funds or replenish other reserves.

GFOA notes it is essential that governments maintain adequate levels of fund balance to mitigate current and future risks (e.g., revenue shortfalls and unanticipated expenditures).

DLS recommends that a municipality strive to generate free cash in an amount equal to 3-to-5% of its annual budget.

Policy:

The Town of Wellfleet will eliminate its dependence on free cash to fund the operating budget.

In accordance with the Selectboard policy, the Town will endeavor to maintain a target minimum free cash balance equivalent to 4.5% of the operating budget after town meeting appropriations. Amounts in excess of this 4.5% target will be available for capital or other one-time expenses, while the target amount will be left unspent from year to year.

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Free cash will not be depleted in any year, so that the following year's calculation will begin with a positive balance. Conservative revenue projections and departmental appropriations shall be managed to produce excess income and departmental budget turn backs.

Free Cash may be used for certain one-time expenditures, such as major capital projects, studies, non-capital non-recurring expenses, emergencies, other unanticipated expenditures, or to replenish reserve funds.

References:

Free Cash, MA DOR Division of Local Services Best Practice.

Appropriate Level of Unrestricted Fund Balance in the General Fund, Government Finance Officers Association Best Practice, September 2015.

Reserve Policies, MA DOR Division of Local Services Best Practice.

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EG-2 Stabilization Funds

Background:

A stabilization fund allows a Town to maintain a reserve to enhance the Town's fiscal stability. By state law, it allows a town to set aside monies to be available for future spending purposes, including emergencies or capital expenditures, although it may be appropriated for any lawful purpose.

Under State law, a municipality may establish one or more stabilization funds for different purposes and may appropriate into and from them in any year. Generally, a majority vote of town meeting is required to establish, amend the purpose of, or appropriate money into a stabilization fund, and a two-thirds majority is required to appropriate money from a stabilization fund. Any interest generated by a fund must be added to and become a part of the fund. The total of all stabilization fund balances shall not exceed 10% of a municipality's equalized values.

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EC-2 A General Stabilization Policy:

The Town shall maintain a General Stabilization Fund of not less than 5% of the prior year's tax levy for the purpose of extraordinary or unforeseen expenditures. Until this target has been reached, a minimum of \$50,000 will be appropriated each year to this fund. The Town will endeavor to leave the stabilization fund balance unspent, except in the event of an emergency or extraordinary or unforeseen events. If it is necessary to draw down from the General Stabilization Fund, the Town will ensure that it is restored through the appropriation of revenues such as free cash and/or one-time revenues.

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EG-2 B Capital Stabilization Policy:

The Town shall maintain a special purpose Capital Stabilization Fund that shall serve as a funding source for the Town's capital improvement plan, including any associated debt service. The Town shall have a goal to maintain a Capital Stabilization Fund equal to 2% of the prior year's tax levy. Until this target has been reached, a minimum of \$25,000 will be appropriated each year to this fund. Each year, as pay as you go capital is expended from the Fund, the Town shall replenish the fund to the targeted policy goal.

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EC-2 C Finance Committee Reserve Fund:

Background:

The Town has established an annual budget reserve in accordance with the provisions of Massachusetts General Law, Ch.40 §6. The Wellfleet Finance Committee maintains a reserve fund to that may be used in the event of unforeseen funding needs that may occur in during a fiscal year that cannot be deferred until the next scheduled town meeting. This fund must be re-authorized each fiscal year by town meeting vote.

Policy:

The Finance Committee shall be funded at 0.5% of the Operating Budget. Any unexpended balance at the end of the fiscal year will be closed to expenditure. A request for a Finance Committee Reserve Fund transfer will not be considered if it is contrary to the vote of town meeting, or as a means to increase the operating budget.

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EG-2 D Overlay Surplus:

The purpose of the overlay reserve is to offset unrealized revenue resulting from uncollected property taxes, abatements, exemptions, and forgiveness. It can be used for other purposes only after it is determined to have a surplus. Therefore, unlike the other two types of general fund reserves, this policy does not set a consistent, specific funding target for the overlay. Rather, each year as part of the budget process, the Board of Assessors will vote to raise an overlay amount on the annual tax recapitulation sheet based on the following:

- Current balance in the overlay account
- Three-year average of granted abatements and exemptions
- Potential abatement liability in cases pending before, or on appeal from, the Appellate Tax Board (ATB)
- Timing of the next DLS certification review (scheduled every five years)

At the conclusion of each fiscal year, the Board of Assessors will submit to the Town Administrator and Chief Financial Officer an update of the overlay reserve with data that includes, but is not limited to, the gross balance, potential abatement liabilities, and any transfers to surplus. If the balance exceeds the amount of potential liabilities, the Select Board may request that the Board of Assessors vote to declare those balances surplus and available for use in the Town's capital improvement plan or for any other one-time expense.

REFERENCES

[M.G.L. c. 40 §5B](#)

[M.G.L. c. 59 §25](#)

[M.G.L. c. 44 §53F½](#)

Wellfleet Senior Citizen Tax Work-Off Program

Wellfleet Veterans Tax Work-Off Program

DLS Best Practices: [Free Cash](#) and [Special Purpose Stabilization Funds](#)

DLS Form: [Dedication of Revenue to Stabilization Fund](#)

DLS Informational Guideline Releases 08-101: [Enterprise Funds](#), 17-20: [Stabilization Funds](#) and 1723: [Overlay and Overlay Surplus](#)

Government Finance Officers Association Best Practices: [Fund Balance Guidelines for the General Fund](#) and [Working Capital Targets for Enterprise Funds](#)

EC-3 Ambulance Fund:

Background:

Wellfleet's Ambulance fund is a special purpose fund funded with reimbursements from usage fees. The fund was established by town meeting to ~~as a way of moderating~~ the impact of ambulance replacements on the town's budget and to ensure they are replaced in a timely fashion. Wellfleet's median age is 57.2(ACS 2019). The initial data releases of 2020 Decennial Census show that Wellfleet's permanent population has grown by 29.7% in the last decade. Wellfleet has a growing high-risk population. The Cape as a whole sees an immense increase in population in the summer month. Wellfleet provides and receives mutual aid to the surrounding towns; the closest emergency room facilities are in Hyannis-e. Each leg of the trip takes approximately forty minutes. All these factors underscore the critical need to maintain the availability of Wellfleet's ambulances. It is imperative that Wellfleet is able to replace the ambulance fleet in a timely basis to minimize the down-time or be able to quickly replace one or both ambulances in an emergency. Utilizing non-reoccurring sources of revenue to fund operating budgets creates budgetary shocks when those non-reoccurring sources of revenue are not available.

Policy:

The Town shall maintain the Ambulance Fund's balance of not less than ~~the full cost replacement value of two fully outfitted ambulances~~ **two fully outfitted ambulances replacement value**. The Fire Chief is expected to update this reserve balance each fiscal year to reflect the change in the replacement costs. Until this reserve balance has been reached, no funds shall be transferred out of the fund unless they are specifically related to the ~~purpose of the fund~~ **fund's purpose**. Funds from the ambulance fund shall never be utilized at any level to fund the general operating budget or reoccurring costs. Funds in excess of the reserve balance may be transferred from the ambulance fund at the end of the fiscal year. These funds shall be treated one-time revenues and the use of those funds shall follow **H-1 Use of One Time Revenue** with a preference to fund items related to **EMS services, public safety or OPEB**.

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References:

M.G.L. c. 40 §5B

Special Purpose Stabilization Funds, MA DOR Division of Local Services Best Practice.

American Community Survey 2019, US Census Bureau

2020 US Decennial Census Data Release, US Census Bureau

Regional Study of EMS Provision, Lower Cape Cod Region, Final Report, Capital Strategic Solutions, 3/01/2022

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FD. CAPITAL PLANNING

Background:

Planning, budgeting and financing for the replacement, repair and acquisition of capital assets is a critical component of any municipality's budget and operation. Prudent planning and funding of capital assets ensures that a municipality can provide quality public services in a financially sound manner. It is recognized that a balance must be maintained between operating and capital budgets so as to meet the needs of both to the maximum extent possible. Adherence to this policy will help the Town meet its capital needs despite limited resources.

~~Long-Long~~ term capital planning is one of the local government financial practices that credit rating agencies evaluate when assessing municipalities for credit quality. Climate change has recently started to factor in bonding and needs to be taken into consideration for Town Capital Projects.

Policy:

The Town will maintain its physical assets by providing funding in the operating budget to protect its capital investments and minimize future maintenance and replacement costs. The Town will emphasize preventive maintenance as a cost-effective approach to capital reinvestment and replace exhausted goods as necessary. All town buildings will be inspected annually by the Town Administrator, the DPW, the Building, Plumbing, and Electrical inspectors. Individual building components will be assessed and maintained. If it is determined that there needs to a significant project in excess of \$~~10~~25,000 it shall be incorporated into the Capital Improvement Plan.

To support a systematic acquisition and replacement schedule, the Town Administrator, with the assistance of the DPW Director will annually update and maintain a detailed inventory of all capital assets, which shall include dates built, acquired or last improved, original costs, current conditions, expected and remaining useful lifespans, depreciated values, extent of use, and any scheduled replacement or expansion dates.

FD-1 Capital Improvement Plan

Background:

The development of a Capital Improvement Program (CIP) is the mechanism that a municipality uses to identify projects, prioritize funding, and create a long-term financial plan that can be achieved within the limitations of the budget environment. A delay in necessary infrastructure upgrades will frequently require a catch-up period to properly address problems caused by deferred maintenance and replacements.

Climate Change and Resiliency:

Impacts and adaptation to climate change will impact Wellfleet's CIP. Capital projects have a long lifespan as such, it is imperative that they be assessed for ~~long-term~~ long-term resiliency in response to climate change. Wellfleet has identified several municipal capital assets that are vulnerable to climate change. Coastal erosion, shoreline change, and coastal flooding will present unprecedented challenges in the years to come. Low lying roads are in danger of becoming impassable, municipal structures are vulnerable to flooding, coastal parking lots regularly lose parking spaces, and Ocean View Drive will be severed at some point in the future in the face of the advancing Atlantic Ocean. As the sea level rises, the freshwater lens of the aquifer will rise in response posing the danger of nuisance flooding to ~~low~~ low-lying areas that are not directly impacted by the seawater itself. The groundwater response also poses a danger to ~~low-lying infrastructure such as~~ septic systems even well inland.

Massachusetts has set a goal of achieving net-zero in greenhouse gas emissions by 2050. Article VII Section 39 of Wellfleet's general bylaws commits the town to these goals and calls for achieving them at the earliest feasible time and that all officers, departments, committees, and representatives of the Town take such measures within the scope of their respective responsibilities and authority as may be necessary and prudent to facilitate such policy and objective.

Policy:

Each year, the Town Administrator shall submit a ten-year capital improvement plan to the Selectmen and Finance Committee by the end of October.

To qualify as a capital expenditure, a proposed capital item or project must have a useful life of five years or more and must exceed \$120,000 in cost. ~~All Officers, Boards, Commissions, and Committees shall, by the end of September of each year,~~ By the end of September of each year, all Officers, Boards, Commissions, and Committees shall submit to the Town Administrator information concerning all anticipated Capital Projects and Purchases requiring Town Meeting action.

At a minimum, the following ~~principals~~ principles will guide the development of the CIP.

- The Finance Committee shall set ~~their-its~~ standards for the CIP no later than June 30th of each year.

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- The Town Administrator will prepare forms and instructions, distribute them no later than July 30th of each year, and shall coordinate the development of the capital improvement budget.
- ~~Future operating costs associated with new capital improvement will be projected and included in operating budget forecasts, as appropriate.~~ As appropriate, future operating costs associated with new capital improvement will be projected and included in operating budget forecasts.
- ~~Federal, state, or private grants or loans shall be pursued and used when available to finance those capital improvements that are consistent with the Town's capital improvement plan and priorities, and for which consistent with the Town's capital improvement plan and priorities. Operating and maintenance costs have shall been included in operating budget forecasts to the maximum, extent possible and prudent. Any conditional requirements of a grant/s shall be evaluated before the assumption of said conditions.~~
- All assets shall be maintained at a level adequate to protect the Town's capital investment and to minimize future maintenance and replacement costs.
- ~~Equipment replacement and building repair needs shall be projected for the next ten years and will be updated each year. From this projection, a maintenance and replacement schedule will be developed and followed.~~ A maintenance and replacement schedule will be developed and followed from this projection.
- Capital items shall be evaluated for vulnerability to climate change.
- ~~Non-vehicle capital items shall be evaluated for increased energy efficiency with a preference for net-net-zero wherever possible.~~
- ~~Capital projects shall be prioritized based upon criteria established by the Town and shall incorporate climate change adaptation and resiliency.~~
- Building Projects shall conform to Wellfleet's Policy on Town Building Projects.
- The estimated costs and potential funding sources for each proposed capital project shall be determined before it is submitted to Selectboard and Town Meeting for appropriation.

References:

Wellfleet Selectboard Fuel Efficient Vehicle Policy, 2021

Wellfleet Town Charter, 2018

Wellfleet Capital Improvement Plan

Wellfleet General Bylaws, Section 39, 2021

Ryan Curley 051.1513.22- Delta Draft ~~beta~~ Comprehensive Financial Management Policies for the Town of Wellfleet

Wellfleet Policy on Town Building Projects, 2013

Massachusetts 2050 Decarbonization Roadmap, MA Executive Office of Energy and Environmental Affairs

Massachusetts Acts of 2021 Ch 8 An Act Creating a Next-Generation Roadmap For Massachusetts Climate Policy

Acts of 2008 Chapter 169 An Act Relative to Green Communities

Wellfleet Hazard Mitigation Plan, 2016

Massachusetts DOR/Division of Local Services, Developing a Capital Improvement Program Financial

Management Assessment, Standard and Poor's, June 2006.

Wellfleet Parking Task Force II Final Report, Feb 25, 2020

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FD-2 Vehicle Replacement

Background:

As a vehicle depreciates, it is subject to more frequent and expensive maintenance. Significant down time for servicing may negatively impact the availability and quality of service. At some point, the cost curve for ongoing maintenance and the replacement of a vehicle intersect, and replacing said vehicle becomes more cost-effective than continuing to maintain it. Municipal vehicles have a variety of uses and different priorities in availability.

Policy:

All vehicles in the town of Wellfleet's fleet shall be regularly assessed for their capability to meet the needs placed on them and their cost effectiveness in doing so. The DPW shall make annual evaluations of each vehicle unless a department has their own internal capabilities of doing so. Vehicles that are used on an infrequent basis shall be evaluated for continued need and if there are more cost-effective arrangements that can be made before a replacement is purchased. Borrowing should not be used to fund purchases of vehicles that are routinely replaced. Replacement of vehicles will be reviewed in accordance with Wellfleet's Fuel-efficient Vehicle Policy.

To facilitate these decisions, requests for the replacement of Town vehicles must be supported with:

For the Pre-existing Vehicle:

- Description of the vehicle being replaced the VIN number, Purchase date of the vehicle.
- Base purchase price of the vehicle being replaced.
- Extra assets and cost (radio, lights, plow, etc.).
- Manufacturer's projected lifespan of vehicle being replaced.
- Primary use of the vehicle & Secondary use for example snow removal.
- Projected trade in or auction value of vehicle being replaced as of projected replacement date.
- Maintenance records including:
- Service performed, date of service performed, service provider if not DPW employee.
- Mileage, engine hours at date of service.
- Combined Fuel Economy and type of Fuel
- Projected service requirements over the expected useful life of the vehicle.

For the replacement vehicle:

- Base price quote of replacement.
- Price quote for needed extras such as radios, plow, etc.
- Target date for replacement.
- Combined Fuel Economy and type of Fuel
- Manufacturer's expected normal lifespan of replacement.
- Expected lifespan under Wellfleet conditions.

Comparative costs for:

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- Cost of leasing replacement vehicle and terms
- Cost of renting replacement vehicle and terms
- Cost and terms of subcontracting the work

Attachment 1 is a suggested paper form for capturing and reporting the required data. It, or a modified format with the same content, is to be used until a software program can be implemented:

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Asset _____ ID# _____ VIN# _____
 -Most Recent Inspection _____ Pass (Y/N) _____ If N why? _____
 Type _____ Condition _____ Extent of Use _____
 Model Year _____ Purchase Date _____ Purchase Cost Base _____
 Primary Use _____ Secondary Use _____
 Mfg's Projected Life Span in local conditions _____ yrs. Anticipated Life Span _____ yrs.
 Mfg's expected mpg _____ Trade in or Auction Value as of _____ \$ _____

SERVICE RECORD

Date	Miles, Engine Hours, Fuel Type, Fuel Used, Service Provided, Downtime	Parts \$	Labor \$

PROJECTED SERVICE Next 12 Months (include down time & labor costs, travel time & expenses to and from the repair facility, total expected time out of service)

REPLACEMENT INFORMATION

Target Date for Replacement _____
 Base Cost of Replacement \$ _____ Cost of Extras (detail) \$ _____
 Quoted by _____ Date _____ Expected life span of replacement _____

What is the expected lease cost over a comparable time period _____
 Does the Replacement Vehicle Meet the Town's Fuel-Efficient Vehicle Policy? Y/N
 If no why?
 Expected Ownership Cost per Year: _____
 Additional Notes & Information:

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GE. CAPITAL IMPROVEMENT FINANCING AND DEBT MANAGEMENT

Background:

Debt management is essential to the overall financial planning of any municipality. Borrowing funds and repaying over a number of years allows the Town to finance essential projects that the town could not afford to pay from current operating dollars and also spread the cost to citizens who will be benefitting from the capital investment.

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GE-1 Capital Improvement Financing

It is critical to develop policies and guidelines for the issuance, timing and tax impact of current and future debt. For those projects supported by user fees, it is important to identify the impact on user rates as a result of debt service costs.

For the purpose of these policies, the following definitions shall apply:

- General Fund Debt Service – All town debt service (non-exempt and Proposition 2 ½ exempt) excluding enterprise debt service.
- General Fund Budget – The total amount raised by the town as reported on the tax recapitulation form less the amount reported as enterprise revenue.
- General Fund Debt Service as a % of General Fund Budget – The percentage of the town's general fund budget that is allocated to debt service for capital investment.
- Water Fund Debt Service – All town debt service for the water system capital projects.
- Water Fund Budget – The total amount of revenues reported on the tax recapitulation form for the water enterprise which is the amount required to provide for a self-supporting water system.
- Water Fund Debt Service as a % of Water Fund Budget – The percentage of the town's water budget that is allocated to water debt service for capital investment.
- Marina Fund Debt Service – All town debt service for the Marina capital projects.
- Marina Fund Budget – The total amount of revenues reported on the tax recapitulation form for the marina enterprise which is the amount required to provide for a self-supporting marina.
- Pay As You Go Capital Projects – Capital projects that are funded with current revenues (typically tax revenue, grants or user fees) and/or reserves (typically free cash or stabilization funds)

Policy:

Annually, the Town will strive to maintain 3-710% of the operating budget, net of debt, on capital investment allocations. Funding shall be derived from a combination of property taxes and the general and capital improvement stabilization funds. Long-term debt is an appropriate funding source for certain types of projects, while short-term debt and current revenues should be used for assets with short useful lifespans. The Wellfleet capital improvement program (CIP) shall be prepared and financed in accordance with the following policies:

- Outside Funding – State, federal, or private grant funding shall be pursued and used to finance the capital budget wherever possible.
- Debt Exclusion – Large projects, typically in excess of \$1 million, shall be funded by a Proposition 2 ½ debt exclusion vote in order to collect annual revenues sufficient to pay the new debt costs and not impact funds necessary to maintain the annual town and school operating budgets.
- General Fund Debt – Smaller projects may be funded by non-exempt debt with a careful review of the timing and impact on the operating budget while also maintaining the town's investment in its capital infrastructure and equipment.

- **Water Fund Debt** – The Water system operates as an enterprise, and all costs (direct, indirect, and debt service) shall be covered by water revenues. Projects funded by debt shall have a careful review of the timing and impact on water rates
- **General Fund Debt Service as % of General Fund Budget**– The annual Debt Service requirement should not exceed 15% of the town’s general fund annual revenues (excluding enterprise funds), with a long-term target of 10%.
- **Water Fund Debt Service as % of Water Fund Budget** – The annual Water Fund Debt Service requirement should not exceed 20% of the town’s water fund annual revenues

Pay As You Go Local Funding – The first source of capital investment shall be free cash unless the project exceeds \$1 million. Even when a significant balance exists in this account, the Town will be cautious about the amount of funds to be used. After establishing a base of approximately \$300,000, the Town shall increase its capital investment by the same rate as regular budget growth. The Town will use modest amounts from the capital stabilization or other reserves above target levels to fund pay-as-you go capital needs in order to meet urgent needs above the 104 percent Net Capital Investment target. In the event that annual deposits into the capital stabilization fund change significantly, the Town will revisit this capital funding policy.

Debt-Financing/Borrowing

- The term of borrowing for a capital project shall not exceed its estimated useful life.
- The Town will attempt to maintain a long-term debt schedule such that at least 50% of its outstanding principal will be paid within 10 years to 15 years.
- The Town will strive to issue level principal debt such that debt service will decline over the term of the issue as another means to mitigate risk regarding this funding source.
- For any capital item funded by debt, the cost of borrowing, including estimated principal and interest by fiscal year, shall be projected in the report.
- The strategy of utilizing “level debt service” versus “level principal and declining interest cost” shall be analyzed before borrowing is authorized.
- Refunding opportunities will be evaluated annually to consider the possibility of future interest cost savings. The Town will consider a refunding of existing bonds should present value savings equal to or exceeding 2-6% of the amount of the bonds being refunded.

Capital Project Closeouts

The Town will endeavor to close out all capital projects within six months of completion or discontinuation. When closing out any project with a residual balance, the Chief Financial Officer will work with the Treasurer/Collector to do one of the following:

- If the project was funded by available revenue (tax levy or reserves), reallocate the balance to another capital project(s) or close it to the appropriate fund surplus.
- If the project was bond-funded and has a balance under \$50,000, propose that the Select Board apply the balance to debt service.
- If the project was bond-funded and has a balance over \$50,000, propose that the Select Board apply the balance to another capital project(s) for which the Town may borrow for an equal or greater term than the originally issued loan.

References:

Wellfleet Capital Improvement Plan

Benchmarking and Measuring Debt Capacity, Government Finance Officers Association

[M.G.L. c. 44, § 20](#)

[M.G.L. c. 44, § 33B](#)

Division of Local Services (DLS) Best Practices: [Presenting and Funding Major Capital Projects](#) and [Special Purpose Stabilization Funds](#)

DLS Financial Management Guidance: [Capital Improvement Planning Manual](#) and [Capital Improvement Planning Guide – Developing a Comprehensive Community Program](#)

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GE-2 Debt Management

PURPOSE

To provide for the appropriate issuance and responsible use of debt, this policy defines the parameters and provisions governing debt management. ~~his policy defines the parameters and provisions governing debt management to provide for the appropriate issuance and responsible use of debt.~~ Policy adherence will help the Town to responsibly address capital needs, provide flexibility in current and future operating budgets, control borrowing, sustain capital investment capacity, and maintain or enhance the Town's bond rating. ~~so as responsibly address capital needs, provide flexibility in current and future operating budgets, control borrowing, sustain capital investment capacity, and maintain or enhance the Town's bond rating~~ to achieve long-term interest savings.

APPLICABILITY

This policy applies to the budget decision-making duties of the Select Board, Town Administrator, Finance Committee, and Water Commission. Further, it applies to the Treasurer/Collector's debt management responsibilities and Chief Financial Officer's budget analysis and reporting duties.

POLICY

Under the requirements of federal and state laws, the Town may periodically issue debt obligations to finance the construction, reconstruction, or acquisition of infrastructure and other assets or to refinance existing debt. The Town will issue and manage debt obligations in such a manner as to obtain the best long-term financial advantage and will limit the amount of debt to minimize the impact on taxpayers. Debt obligations, which include general obligation bonds, revenue bonds, bond anticipation notes, lease/purchase agreements, and any other debt obligations permitted to be issued under Massachusetts law, will only be issued to construct, reconstruct, or purchase capital assets that cannot be acquired with current revenues.

A. Debt Financing

In financing with debt, the Town will:

1. Issue long-term debt only for purposes that are authorized by state law and qualify for tax exempt bonds and only when the financing sources have been clearly identified.
2. Use available funds to the greatest extent possible to reduce the amount of borrowing on all debt-financed projects.
3. Confine long-term borrowing to capital improvements and projects that cost at least [\$100,000] and that have at least [10] years of useful life or whose useful lifespans will be prolonged by at least 10 years.
4. Refrain from using debt to fund any recurring purpose, such as cyclical vehicle replacements, and current operating and maintenance expenditures.
5. Consider using revenue bonds, special assessment bonds, or other types of self-supporting bonds instead of general obligation bonds whenever possible.
6. Set user fees to cover capital costs for the water and golf operations to the extent practicable.

B. Debt Limits

The Town will adhere to these debt parameters:

1. Total debt service, including debt exclusions and any self-supporting debt, shall be limited to [10] percent of general fund revenues, with a target balance of [five to seven] percent.
2. As dictated by state statute, the Town's debt limit shall be five percent of its most recent equalized valuation.

C. Structure and Terms of Debt

The following shall be the Town's guidelines on the structure and terms of all debt:

1. The Town will attempt to maintain a long-term debt schedule such that at least [50] percent of outstanding principal will be paid within 10 years.
2. The term of any debt shall not exceed the expected useful life of the capital asset being financed and in no case shall it exceed the maximum allowed by law.
3. The Town will limit bond maturities to no more than [10] years, except for major buildings, land acquisitions, and other purposes in accordance with the useful life borrowing limit guidelines published by the Division of Local Services (DLS).

D. Debt Issued through the Bond Market

In addition to all the provisions detailed in the policy thus far, the Town will also adhere to the following provisions if it obtains debt funding through the issuance of bonds.

1. Any vote to authorize a borrowing by bond issuance will include an authorization to reduce the amount of the borrowing by the amount of the net premium and accrued interest.
2. The Town will work closely with its financial advisor to follow federal regulations and set time frames for spending borrowed funds to avoid committing arbitrage, paying rebates, fines and penalties to the federal government, and jeopardizing any debt issuance's taxexempt status.
3. To achieve potential debt service savings on long-term, tax-exempt debt through bond refunding the Town will:
 - a) Issue debt with optional call dates no later than 10 years from issue.
 - b) Analyze potential refunding opportunities on outstanding debt as interest rates change.
 - c) Use any net premium and accrued interest to reduce the amount of the refunding.
 - d) Work with the Town's financial advisor to determine the optimal time and structure for bond refunding.
4. To obtain and maintain a favorable bond rating, the Town will:
 - a) Maintain good communications with bond rating agencies, bond counsel, banks, financial advisors, and others involved in debt issuance and management.
 - b) Follow a policy of full disclosure on every financial report and bond prospectus, including data on total outstanding debt per capita, as a percentage of per capita personal income, and as a percentage of total assessed property value.

- c) Strive to implement and maintain strong management practices and debt ratios favored by rating agencies.

E. Reporting

1. The Treasurer/Collector will report to the Select Board and Town Administrator on the Town's debt status by [September 30] each year.
2. The Chief Financial Officer will include an indebtedness summary as part of a report on receipts and expenditures in Wellfleet's Annual Town Report.
3. The Chief Financial Officer, with the Town's financial advisor, will file the annual audit and official disclosure statement within 270 days of the end of the fiscal year (March 31).

REFERENCES

M.G.L. c. 41, § 59	M.G.L. c. 41, § 61	M.G.L. c. 44, § 4
M.G.L. c. 44, § 6	M.G.L. c. 44, § 6A	M.G.L. c. 44, § 7
M.G.L. c. 44, § 8	M.G.L. c. 44, § 17	M.G.L. c. 44, § 19
M.G.L. c. 44, § 20	M.G.L. c. 44, § 21A	28 USC § 148

DLS Best Practice: [Understanding Municipal Debt](#)

DLS Borrowing Guidelines: [Asset Useful Life - Borrowing Limits](#)

DLS Informational Guideline Releases 17-21: [Borrowing](#) and 17-22: [Premiums and Surplus Proceeds for Proposition 2½ Excluded Debt](#)

Government Finance Officers Association Best Practice: [Refunding Municipal Bonds](#)

Internal Revenue Service Guidance: [Arbitrage Guidance for Tax-Exempt Bonds](#)

HF. GRANTS MANAGEMENT POLICIES

Background:

DLS recommends analyzing the current and future impact of grants on the operating budget, capital improvement program, and debt management.

The Government Finance Officers Association recommends that governments establish processes to promote awareness throughout the government that grants normally come with significant requirements.

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HF-1 Grant Administration

Policy:

The Town shall ensure that grants are efficiently and appropriately managed by the respective Boards/Commissions/Committee/Departments ~~that will~~ receive the grant. Prior to acceptance of a grant award, the Town shall consider any specialized requirement(s) that apply to the general operations of the grant, specific compliance rules, monitoring of other parties (e.g., sub-grantees) that may receive resources from the grant, specialized reporting requirements, and any long term commitments required by the grant, such as the requirement - either as a condition of the grant itself or politically - to financially maintain a program or asset after the expiration of the grant, among other considerations. Effective grant management helps promote the pursuit of grants that are in the Town's best interest and assure the timely reimbursements to optimize cash flow, and ~~to guard against year-end account deficits~~. As a legal contract, every grant agreement must be fulfilled in accordance with its prescribed terms and conditions, as well as applicable federal, state, and local regulations. Failure in this regard exposes the Town to legal and financial liabilities and compromises future grant funding.

No department shall expend grant funds, until after a fully executed agreement has been accepted and approved for expenditure by the Selectboard (or the School Committee, when applicable). Further, no grant funds shall be used to supplant an existing expense for the purpose of diverting current funds to another use.

The Town Accountant is responsible for consulting with departments on grant budgetary matters, accounting for grants in the general ledger, monitoring grant expenditures in excess of revenues and distributing monthly reports of grant expenditures to departments. The Town Accountant will also maintain a database of all grants and grant activity from inception to closure. The Boards/Commissions/Committee/Departments is responsible ~~to ensure~~for ensuring consistency with award requirements and tracking the timeliness of reimbursement requests.

HF-2 Grant Impacts on Operating Budget

Policy:

When positions are funded by grants, the current and future impact on the operating budget shall be analyzed. When allowable, the cost for providing benefits, such as health insurance, should be included in the grant budget to cover the Town's cost for providing that benefit.

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HF-3 Grant Impacts on Capital Improvement Program

Policy:

When grants are accepted for capital purposes, the Town shall include in its capital improvement program any share of costs associated with the grant and project the Town's share of debt service in its debt management plan. Any future increase or decrease in operating costs associated with the grant should be identified in the Town's revenue /expenditure forecast.

References:

Administering Grants Effectively, Government Finance Officers Association Best Practice, May 2013.

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H-4 Grant Matching Reserve Funds

Background:

Many grant opportunities are within narrow windows of time and often require some form of grant matches on the part of the town. These grant opportunities offer a means for the town to provide improvements in either service available to the townspeople or for reductions in long-term costs. These grant opportunities often do not align with Town Meeting.

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Policy:

The town shall establish a general grant matching fund that may be utilized for grant matches up to \$50,000 with a vote from both the Selectboard and the Finance Committee. This fund shall be maintained with at an annual level of \$50,000.

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IG. POLICIES REGARDING ESTABLISHMENT OF FEES

IG-1 Fees and Charges

Background:

The Government Finance Officers Association recommends that when certain services provided especially benefit a particular group, governments should consider charges and fees on the service recipients. Well-designed charges and fees not only reduce the need for additional revenue sources, ~~but~~ and promote service efficiency. ~~Regular~~ A regular and consistent review of all fees is necessary to ensure the costs associated with the delivery of specific services have been appropriately identified and that a municipality is collecting reasonable charges. Fees make up a portion of local receipts.

The Division of Local Services recommends communities adopt written policies for setting charges and fees. A policy should identify what factors are to be taken into account when pricing services. It should also state whether the community intends to recover the full cost of providing the service or benefit and under what circumstances a charge or fee is set at less than full recovery (e.g., debt exclusion or other subsidy). Such a policy and the fee structure should be reviewed periodically to ensure they remain current, and both should be communicated with the public clearly and openly.

Policy:

Town fees and charges shall be reviewed periodically in relation to the cost of providing the service. The Town will compare rates with nearby communities to determine if the fees established are competitive. The Town may decide against full cost recovery where greater public benefit is demonstrated. Exceptions to full recovery costs include cases where: the fee maximums are established by the General Laws of Massachusetts (MGL) or where a policy decision has been made otherwise.

References:

M.G.L. c.140

Emerson College v. Boston, 391 Mass. 415 (1984).

Costing Municipal Services: Workbook and Case Study, MA DOR Division of Local Services' workbook.

Establishing Government Charges and Fees, Government Finance Officers Association Best Practice, February 2014

Division of Local Services, A Guide to Financial Management for Town Officials, p. 20-21.

Wellfleet Use of Town Property Fee Schedule, 2021

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JH. USE OF ONE TIME REVENUE OR NEW REVENUES

JH-1 Use of One Time Revenue & First Year Receipts of Unencumbered Revenue Source

Background:

The Government Finance Officers Association recommends that communities develop guidance on the use of one-time revenues to minimize services disruptions due to the non-recurrence of these sources.

The first year of a new source of revenue cannot be accounted for in that year's fiscal budget. New sources of revenue are rare. Depending on the enacting legislation, there may be encumbrances.

The Division of Local Services states that funding operations with one-time revenues, without identifying future available offsets, effectively postpones difficult decisions necessary to achieve a structurally sound, sustainable spending plan. One-time revenue is usually defined as nonrecurring revenue.

Policy:

The Town shall reduce its use of free cash for the operating budget by at least \$50,000 each year until it ceases using one-time revenue sources for recurring costs in the annual Town operating budget. One-time revenues or the first year of an unencumbered revenue source shall be appropriated to reserve funds, used to fund one-time budget or capital costs, housing support, OPEB, and/or address unfunded liabilities. Encumbered revenues shall be accounted for and used solely on allowable uses. Community and Affordable housing is identified as priority use.

KI. UNFUNDED LIABILITIES

Background:

Defined as “the actuarial calculation of the value of future benefits payable less the net assets of the fund at a given balance date”, unfunded liabilities represent a significant financial obligation for all levels of government across the country. In Wellfleet and other Massachusetts municipalities, the two primary unfunded liabilities are for Pensions and Other Post-Employment Benefits (OPEB).

KI-1 Pensions/Retirement

Background:

The Contributory Retirement System is a defined benefit program that is governed by Massachusetts General Laws, Ch.32 and is regulated by the Public Employee Retirement Administration Commission (PERAC), a state entity responsible for the oversight, guidance, monitoring, and regulation of Massachusetts' 105 public pension systems. Funding for this system covers the costs of employees who are part of the Town's retirement system, this does not include teachers, as their pensions are funded by the State. The Town of Wellfleet is a member of the Barnstable County Retirement System and pays an annual pension assessment to the County.

Policy:

In accordance with state law, PERAC regulations and government accounting standards, the Town shall continue to fund this liability in the most fiscally prudent manner, recognizing the fact that the adoption of a funding schedule is, by law, the responsibility of the County retirement board.

References:

M.G.L. c.32

KI-2 Other Post- Employment Benefits (OPEB)

Background:

OPEB consists primarily of the costs associated with providing health insurance for retirees and their spouses. The Government Accounting Standards Board (GASB) issued Statements No. 43 and No. 45 in 2004 to address the OPEB issue. GASB 43 required the accrual of liabilities of OPEB generally over the working career of plan members rather than the recognition of pay-as-you-go contributions, while GASB 45 required the accrual of the OPEB expense over the same period of time. The reporting requirements of GASB 43 and 45 include disclosures and schedules providing actuarially determined values related to the funded status of OPEB. This requires that the accrued liabilities be determined by a qualified actuary using acceptable actuarial methods.

Policy:

While there is currently no legal requirement to fund OPEB, the Town recognizes the importance and financial advantage of initiating early and regular funding for these long-term obligations. The Town will endeavor to appropriate a sum not less than the net annual increase in OPEB liabilities or \$20450,000 or more per year, whichever is greater, into the irrevocable trust established under MGL c. 32B, §20 until such a time that OPEB obligations are fully funded.

The annual budget shall list the current outstanding OPEB liabilities, the net annual increase in OPEB liabilities, the annual contribution to the fund, the current balance of the fund, any investment returns accrued to the fund and an estimated date to fully fund the OPEB trust fund.

This policy encompasses OPEB-related budget decisions, accounting, financial reporting, and investment. It applies to the Selectboard and the Finance Committee in their budget decision-making duties, and it also applies to the OPEB-related job duties of the Treasurer and Town Accountant. Careful consideration shall be given to identifying the investment vehicle that offers the best rate of return in the safest possible environment.

OPEB Funding Strategies

To address the OPEB liability, decision makers will annually analyze a variety of funding strategies and subsequently implement them as appropriate with the intention of fully funding to fully fund the obligation. The Town will derive funding for the OPEB trust fund from taxation, free cash, and any other legal form. Achieving full funding of the liability requires the Town to commit to funding its annual required contribution (ARC) each year, which is calculated based on actuarial projections. Among strategies to consider for funding the ARC:

- Transfer unexpended funds from insurance line items to the OPEB trust fund.
- Appropriate amounts equal to the Town's Medicare Part D reimbursements.
- Determine and commit to appropriating an annual portion of free cash.
- Appropriate an annually increasing percentage of yearly revenues.
- One time sources of revenue may be used to contribute to OPEB

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- Once the pension system is fully funded, on a subsequent annual basis, appropriate to the OPEB trust fund the amount equivalent to the former pension-funding payment or the ARC, whichever is less.

References:

MGL c. 32B, §20

Statement No. 43, Reporting for Postemployment Benefit Plans Other Than Pension Plans, Governmental Accounting Standards Board, April 2004.

Statement No. 45, Accounting and Financial Reporting by Employers for Postemployment Benefits Other Than Pensions, Governmental Accounting Standards Board, June 2004.

GASB Statements 43 and 45 on Other Postemployment Benefits, Governmental Accounting Standards Board.

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LJ. RISK MANAGEMENT POLICIES

LJ-1 Risk Management Program

Background:

In recognition that during daily operations, a municipality is constantly exposed to potential impact of property loss, personal injury, and liability a municipality is continuously exposed to the potential impact of property loss, personal injury, and liability during daily operations, the Government Financial Officers Association recommends that governments develop a comprehensive risk management program that identifies, reduces or minimizes risk to its property, interests, and employees. Costs and consequences of harmful or damaging incidents arising from those risks should be contained. As a coastal town, Wellfleet will be bearing significant risks relative to climate change. Critical infrastructure is at risk, coastal erosion is accelerating along with sea level rise, the Gulf of Maine is one of the fastest-warming water bodies globally and ocean acidification presents a real long-term risk to Wellfleet's shellfish industry.

Policy:

The Town's insurance programs shall be aimed at covering the potential impact of the types of property loss, personal injury, and liability the Town is exposed to on a regular basis.

The Town shall develop and maintain a risk management program to protect the Town against the financial consequences of accidental loss of property, liability, fraud and personal injury to the extent possible through effective prevention and loss control policies and practices.

The risks posed by climate change shall be incorporated into Wellfleet's risk management programs. These risks shall include but not be limited to the findings of the most current Municipal Vulnerabilities Plan.

References:

Creating a Comprehensive Risk Management Program, Government Finance Officers Association Best Practice, March 2009.

Municipal vulnerability preparedness documents. Wellfleet MA. (n.d.). Retrieved April 2, 2022, from <https://www.wellfleet-ma.gov/healthconservation-department/news/municipal-vulnerability-preparedness-documents>

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MK. ACCOUNTING/AUDITING/FINANCIAL REPORTING POLICIES

MK-1 Annual Audit

Background:

The objective of an audit is to obtain independent assurance that a community's year-end financial statements are reliable, accurate, and complete. An audit also helps to ensure that financial checks and balances are in place to protect public assets. Consequently, it can be a powerful tool by which a community can build taxpayer confidence in government operations.

The Government Finance Officers Association (GFOA) & MA DLS recommends that communities engage the same auditor by entering into multiyear agreements, or a series of one-year contracts, for a term of at least five years. A multiyear agreement allows for greater continuity and enables a new auditor to spread initial start-up costs over multiple years, potentially reducing costs in the initial years.

However, after this term, the GFOA & MA DLS recommends a full, competitive selection process and a rotation of auditors after each multiyear agreement, provided there is adequate competition among qualified auditors. Contracting with a new audit firm not only brings a fresh perspective, but it also reflects good practice.

Where competition is limited, participation of the current auditors is acceptable, assuming their past performance has been satisfactory and conformed to industry standards. In the event the Town chooses to remain with an audit firm, it is advisable to rotate the audit manager on a regular basis.

Policy:

The Town will utilize accounting practices that best conform to generally accepted accounting principles (GAAP) as set forth by the Governmental Accounting Standards Board (GASB).

~~The Town shall have an independent outside audit performed by a certified public accountant each year.~~ Each year, the Town shall have an independent outside audit performed by a certified public accountant. The Selectboard shall provide for such an audit by an accountant or a firm of accountants, who have no personal interests, direct or indirect, in the fiscal affairs of the Town government, direct or indirect personal interests in the Town government's fiscal affairs or of any of its officers or employees. The Town will require that each year, a Management Letter be provided as part of the independent public accounting firm as a companion document to the annual audit each year. The Town will either re-advertise for auditing services every five-three years and/or ensure that there is a regular rotation of audit managers within a particular firm if it elects to stay with a given audit firm. The Town will strive to have the annual audit completed by the end of November. The Audit and Management Letter will be made available to the Selectboard, the Finance Committee and the public at large.

References:

Wellfleet Town Charter: Ch 7 s7: Annual Audit

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Annual Audits, MA DOR Division of Local Services Best Practice.

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MK-23 Monthly Reporting

Background:

Monthly reporting helps a community to determine whether sufficient funds are available to cover current obligations, any surplus can be invested, or shortfall exists requiring temporary borrowing. It enables the Town to take prompt management action if fiscal problems are indicated or adjust spending behavior to meet financial challenges.

Policy:

The Accounting Department shall produce and distribute to Department heads monthly budget-to-actual reports. If financial problems are indicated, the Accountant will review with the Town Administrator a monthly report of revenues and expenditures at the line item level. The monthly budget to actual reports shall also be provided to the Selectboard and the Finance Committee.

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MK-34 Cash Collections

Background:

One of a government's functions is to collect taxes and other revenues. The process involves many actors including the Treasurer/Collector's office, accounting office, legal counsel, tax assessor, other departments or agencies, other governments at the state and/or local level, commercial banks, and private collection agencies.

Policy:

The Town shall collect all revenue using fair and consistent methods, exercising all powers provided to it under law.

On or before September 1st, the Town shall commence tax title proceedings against all properties that owe property taxes to the Town.

The Treasurer/Collector shall establish and maintain reliable record keeping systems and enforce a timely collections process. All amounts committed must be supported with a warrant and a detailed listing of all amounts due. All monies received should be turned over to the Treasurer/Collector's office at least weekly so they may be deposited in the bank in a timely manner.

The Treasurer/Collector shall aggressively pursue the collection of delinquent accounts and with assistance from the Deputy Collector and other Town officials, to pursue the collection of outstanding real estate taxes, personal property taxes, excise taxes, and fines. The execution of a systematic and deliberate program to collect taxes owed is intended not only to capture revenue, but also to capture revenue and establish a clear policy that tax delinquents will be aggressively pursued. The Treasurer/Collector shall execute in a timely manner collection remedies such as issuance of demands immediately after bills become past due and initiate tax taking shortly afterwards to increase the rate of collection of municipal monies, thereby assisting in the financial stability of the Town.

References:

Wellfleet General Bylaws, Article III Town Affairs, s11 & s13

Wellfleet General By-Laws, Tax Title Payment Plans

Revenue Collection, Government Finance Officers Association Best Practice.

K-5 Reconciling Cash and Receivables

Background:

Two of the largest assets for a community are cash and receivables. Information pertaining to these is kept by the Treasurer/Collector, and the Accountant. A Treasurer is the custodian of the community's revenues, tax titles, and tax possessions, while a Collector keeps listings of outstanding receivables due to the community, and an Accountant is responsible for maintaining the accounting records. Prompt and frequent reconciliations between these offices are essential in order to maintain control and ensure checks and balances are in place.

Policy:

Within thirty days after the end of each month, the Treasurer/Collector shall internally reconcile the cashbook to all bank statements, and the Treasurer/Collector shall internally reconcile all receivable balances with the receivable control. The results of these activities shall be forwarded to the Accountant's office and compared to the general ledger records. If differences are determined, the Treasurer/Collector and Accountant shall reconcile the variances (e.g., missing information, errors, and timing differences).

The Town shall reconcile revenues and expenditures for each fiscal year within one to two months of the end of the fiscal year.

References:

Treasurer's Manual 2009 and Collector's Manual 2008: *Massachusetts Collectors & Treasurers Association*

Reconciling Cash and Receivables, MA DOR Division of Local Services Best Practice February 2016

MK-46 Cash Flow Forecasting and Budgeting

Background:

The purpose of cash flow forecasting is to determine whether sufficient funds are available to cover current obligations, any surplus can be invested, or if any cash shortfall exists which may require temporary borrowing.

The Division of Local Services recommends maintaining a cash flow budget to forecast investment opportunities or borrowing needs. Major revenue sources like property taxes and state aid are generally received in large, lump sums at specific points in the fiscal year and do not necessarily coincide with expense patterns, which often can result in cash surpluses or shortfalls during certain periods of the year.

The Government Finance Officers Association also recommends cash flow forecasting as a best practice. When used as a cash management guide, it can lead to the optimized use of funds as well as ensure sufficient liquidity.

Policy:

The Treasurer/Collector will develop a cash flow forecast for the upcoming fiscal year after approval of the annual budget and before July 1 each year. This shall be provided by the Town Administrator to the Selectboard and Finance Committee.

References:

Cash Flow Forecast in Treasury Operations, Government Finance Officers Association Best Practice, February 2011.

MK-52 Comprehensive Annual Financial Report

Background:

A Comprehensive Annual Financial Report (CAFR) is a set of Government financial statements comprising the financial report of the municipal entity that complies with the accounting requirements promulgated by the General Accounting Standards Board (GASB). GASB provides standards for the content of a CAFR in its annual updated publication *Codification of Government Accounting and Financial Reporting Standards*. A CAFR is compiled by the municipal accounting staff and audited by an external Certified Public Accounting firm utilizing GASB requirements. It is comprised of three sections: Introductory, Financial, and Statistical. It combines the financial information of fund accounting and Enterprise Authorities accounting.

Policy:

The Town shall work towards the preparation of a Comprehensive Annual Financial Report (CAFR) that meets the criteria established by the GFOA's Certificate of Achievement in Financial Reporting Program. This program encourages the preparation of a comprehensive report that goes beyond the annual audit report and presents information that enhances government transparency and disclosure.

MK-67 Reconciliations

Background:

Reconciliations are an essential tool to identify errors or issues in a timely fashion. In order for them to be effective, they must be done on a regular and timely basis. To ensure transactions are in balance, mitigate fraud, safeguard general ledger accuracy, and maximize certifications of free cash, financial officers must conduct regular reconciliations of their accounting records, and these must be reconciled to the general ledger. Although each financial officer is responsible for maintaining independent records of his or her office's transactions, they are also collectively accountable for the overall accuracy of Wellfleet's financial records.

Policy:

Town Treasurer in concert with the Collector, and other financial staff, perform monthly reconciliations of all funds under their purview. Corrections shall be documented and made in a timely fashion. Significant discrepancies that are unresolved shall be brought to the attention of the Town Administrator, the Finance Committee, and the Selectboard immediately, along with a plan to resolve them. Causes shall be identified, documented, and remedial actions shall be undertaken to prevent such discrepancies in the future.

MK-7A Cashbook Reconciliation

Policy:

To ensure an accurate accounting of all revenue activity, the Treasurer/Collector will maintain a cashbook that reflects up-to-date and accurate information for all cash and assets. To do so, the Treasurer/Collector will make certain that all cash receipts, disbursements, transfers, and interest are recorded in the cashbook within [two business days] of each transaction and will reconcile cashbook accounts to their corresponding bank accounts within [five days] of receiving bank statements. These will include zero-balance vendor and payroll bank accounts, whose balances must equal the outstanding checks at the end of any month.

The Treasurer/Collector will identify all reconciling items, including deposits in transit, bounced and voided checks, and discrepancies between the cashbook and financial institutions, and will correct them when appropriate. The Treasurer/Collector will then forward the reconciled cashbook balances in an Excel report to the Chief Financial Officer and, when needed, an additional Schedule of Receipts for any adjustments made.

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MC-7B Payroll Withholdings Reconciliation

Policy:

Payroll withholdings include federal and state taxes, child support and other wage assignments for legal obligations, deferred compensation, optional insurances, association dues, and other employer-sponsored options, which are all itemized in separate general ledger accounts. At the conclusion of each pay cycle, the Treasurer/Collector forwards a summary report of employee and employer withholdings to the Chief Financial Officer to be recorded in the general ledger.

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MK-7C Accounts Receivable Reconciliation

Policy:

Accounts receivable are outstanding monies owed to the Town, whether from committed bills (i.e., taxes, excises, water charges) or from uncommitted department invoices (e.g., police details). To ensure these assets are accounted for and balanced, the Treasurer/Collector and any department head with accounts receivable duties (each referred to here as "record-keeper") will make certain that all cash receipts are recorded timely, maintain a control record for each receivable type and levy year, and verify the detail balance agrees with the receivable control. The receivable control is a record of original entry in which the record-keeper reduces a commitment according to collections, abatements, and exemptions and increases it by refunds issued. To maintain accuracy, the record-keeper must review the detailed list of receivables, identify credit balances as prepaid amounts or investigate them for possible correction, and reconcile the control balance to the detail. Whenever these records do not agree, the record-keeper must determine the discrepancy by:

- Verifying the various transactions (commitments, abatements, refunds, chargebacks) against their supporting documents.
- Comparing the total amount of posted payments to the turnovers accepted by the Treasurer/Collector
- Determining whether any revenues were incorrectly recorded as payments to the commitment, such as interest and fees.

The record-keeper will forward a copy of the internally reconciled accounts receivable balances to the Chief Financial Officer. For the Treasurer/Collector, this is the Schedule of Outstanding Receivables.

MK-7D Special Revenue Reconciliation

Policy:

Governed by various state statutes, special revenue funds are specific revenues segregated from the general fund and earmarked for specific purposes. They include gifts and grants from governmental entities, individuals, and organizations; revolving funds; and receipts reserved for appropriation. To ensure these funds are balanced, department heads with responsibility for special revenue funds will verify that all revenues turned over to the Treasurer/Collector, expenditures authorized for payment by the Chief Financial Officer, and properly authorized transfers are recorded for the period. These department heads will subsequently provide the Chief Financial Officer with quarterly reconciliation reports on the funds.

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MK-7E General Ledger Reconciliation

Policy:

To achieve the core objective of maintaining maintain the general ledger's integrity, the Chief Financial Officer must regularly reconcile it with the separately maintained accounting records outlined in Sections A – D above. In addition, it is the Chief Financial Officer's responsibility to review all accounts analytically from time to time for reasonableness and to identify unusual activity.

The general ledger's cash accounts should reflect only those transactions reported to the Chief Financial Officer by the Treasurer/Collector, so that in theory, the general ledger should be in balance with the cashbook. However, errors may occur due to omitting transfers or transactions or applying them in the wrong amounts or to the wrong accounts. ~~Whenever~~ Therefore, whenever the Chief Financial Officer identifies a discrepancy between the general ledger and the cashbook, the following steps must be taken in conjunction with the Treasurer/Collector to determine the cause:

- If the total amount of revenue reported in the cashbook does not agree with the amount recorded in the ledger for that month, the Treasurer/Collector must verify that the monthly
- Treasurer/Collector's Schedule of Receipts agrees by detailed amount and classification with the cashbook and correct any errors.
- Compare the total amount of warrants paid during the month as recorded in the cashbook with the total recorded in the ledger for the same period. The last warrant paid must be the last one recorded; otherwise, a timing problem will create a discrepancy.
- If the records still do not agree, the Treasurer/Collector and Chief financial Officer must trace each entry to the ledger until the variance is determined.

All receivable records must also be reconciled to the Chief Financial Officer's general ledger. If a given receivable control has been internally reconciled, any discrepancy must be in the general ledger, so the Chief financial Officer must:

- Review the commitments, charges, payments, abatements, refunds, reclassifications, and adjustments in the general ledger, as appropriate for the particular control.
- Verify whether receipts are recorded to the correct type and levy year.
- Verify the dates that activities were recorded.

The Chief Financial Officer's receivable accounts in the general ledger should reflect the transactions provided by each particular record-keeper. Therefore, the above steps must resolve any discrepancies between the receivable control and the ledger. If they do not, the record-keeper and Chief financial Officer must trace each ledger entry until they determine the reason for variance.

The Chief Financial Officer will verify that all special revenue fund reconciliations match the general ledger. The responsible department head and Chief financial Officer must research any discrepancy and correct the record(s) as appropriate.

K-7F Time frames and Documentation

Policy:

Employees subject to this policy will complete reconciliations of their internal accounting records early each month so that subsequent reconciliations to the general ledger take place no later than [the 15th] of the month following the one being reconciled. At each quarter-ending month, the Chief Financial Officer will extend the cash reconciliation process to individually reconcile every general ledger account that directly corresponds to a specific bank account (e.g., stabilization funds, trust funds, guarantee bond deposits).

Each general ledger reconciliation will be documented by a worksheet cosigned by the two parties. If, at that time, any variance has not yet been fully resolved, this must be noted, along with a work plan and timetable for resolution. The Chief Financial Officer will submit the collective set of reconciliation worksheets to the Town Administrator at each month's end.

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MK-7G Audit of Reconciliations

Policy:

All reconciliation activities are subject to audit by Wellfleet's independent auditor.

References:

Treasurer's Manual, Massachusetts Collectors and Treasures Association, 2017

DLS Best Practice: Reconciling Cash and Receivables

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NL. PROCUREMENT AND PURCHASING POLICIES

NL-1 Procurement and Purchasing Policy

Background:

The Commonwealth of Massachusetts establishes municipal purchasing regulations under M.G.L. Chapter 30B, and other related regulations. The State Inspector General's office has oversight of public purchasing laws and has published a comprehensive guide to Chapter 30B requirements.

Policy:

The Town shall follow the guidance contained in the Inspector General's "The Chapter 30B Manual: Procuring Supplies, Services, and Real Property" in order to comply with the requirements of M.G.L. Ch. 30B. To supplement this guidance, the Town's Chief Procurement Officer will maintain a concise manual on purchasing procedures for department heads or others involved in Town purchasing or procurement.

References:

Wellfleet Town Charter Chapter V Town Administrator

Conducting Best Value Procurements, Operational Services Division, Sept 2021

MGL Ch. 30B Uniform Procurement Act

OM. TREASURER INVESTMENT POLICIES

OM-1 Investment Policies – General Fund, Stabilization Fund, OPEB Trust Fund, Other Town Funds

Background:

A local government's investment policy establishes guidelines and responsibilities in accordance with state law for managing and investing municipal funds.

The Governmental Accounting Standards Board recommends the disclosure of key policies affecting cash deposits and other long-term investments to ensure they are managed prudently or are not subject to extraordinary risks.

When assessing municipalities for credit quality, rating agencies look for investment management policies that address selection of financial institutions for services and transactions, risk assessment, investment objectives, investment maturities and volatility, portfolio diversification, safekeeping and custody, and investment performance reporting, benchmarking, and disclosure.

Policy:

The Treasurer-Collector is responsible for developing and maintain the policies for investing Town funds and will make all decisions regarding their management. The Treasurer/Collector shall invest Town funds in a manner that meets daily operating cash flow requirements and conforms to state statutes governing public funds, while adhering to generally accepted diversification, collateralization, and the prudent investment principles of safety, liquidity and yield. The Treasurer/Collector will also regularly monitor statutory changes governing investments and offer any policy amendments. The Treasurer Collector will submit a report of investments on a regular-baseregularly to the Town Administrator.

AUTHORIZED AND SUITABLE INVESTMENTS

SELECTION CRITERIA FOR BANKS AND BROKERS/DEALERS

A bank on the list of qualified banks for investment and banking services must meet minimum criteria, which are defined below. Banks failing to meet the minimum criteria or which, in the judgment of the Treasurer fail to offer adequate safety to the Town, will be removed from the qualified list. Although a bank is on the qualified list, it will still be required to pledge collateral on all deposits and investments, pursuant to Town and State Law.

- (1) Capital adequacy;
- (2) Asset quality;
- (3) Management; (4) Earnings, and;
- (5) Liquidity.

OTHER POST EMPLOYMENT BENEFITS TRUST FUNDS

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Massachusetts General Laws, Chapter 32B, Section 20 allows a city, town, district, county or municipal light plant to setup a special trust fund known as the Other Post Employments Benefits (OPEB) Liability Trust fund. Wellfleet accepted this section by vote of the Town under Article 15 of the 2009 Annual Town Meeting and has established and funded an OPEB Liability Trust fund. The Town Treasurer is the custodian of the fund. ~~Investment of fund monies by the custodian~~The custodian's investment of fund monies shall be consistent with the prudent person standard set forth in Massachusetts General Laws, Chapter 203C for private trust funds. Income earned by the fund shall be added to the fund principal.

References:

M.G.L. Ch. 40, §5; M.G.L. Ch. 44, §54, §55A, §55B; and M.G.L. c. 44B, §7

Wellfleet Investment Policy Statement for General Funds, Special Revenue Funds, Enterprise Funds, and Capital Projects Funds 2017

Wellfleet OPEB Trust Investment Policy Statement 2017

Deposit and Investment Risk Disclosures, Governmental Accounting Standards Board Statement No. 40, as amended by Statement No. 3, March 2003.

Creating an Investment Policy, Government Finance Officers Association Best Practice, October 2010.

Financial Management Assessment, Standard and Poor's, June 2006.



OM-1A Authorized and Suitable Investments

Policy:

The following are authorized and suitable investments, amendments to these investment types may be made at the request of the Chief Financial Officer or the Treasurer:

1. The Town is empowered by statute to invest in the following types of securities:
2. United State Treasury Bills. Short-term obligations of the United State government issued and sold at a discount, with maturities of 13, 26, and 52 weeks.
3. United State Treasury Notes and Bonds. Obligations of the United State government issued with a fixed coupon rate and original maturities of one year.
4. Repurchase Agreements. Contractual agreements between the Town and brokerage firms, banks or government bond dealers. The repurchase agreement (Repo) issuer receives cash and, in turn, provides securities to the Town as collateral for the cash. There exists a contractual agreement for the repo issuer to repurchase the securities at pre-determined dates and prices. The right of substitution of collateral may be granted to the issuer upon approval by the Treasurer.
5. Collateralized Public Deposits. Instruments issued by financial institutions (banks) that state specified sums have been deposited for specified periods of time and at specified rates of interest. The certificates of deposit are to be backed by acceptable collateral securities as dictated by State and local law. The right of substitution of collateral may be granted to the financial institution upon approval by the Treasurer. Interest will be calculated on a 365day year/actual-day month basis, or another method approved by the Treasurer in writing.
6. Federal Farm Credit Bank Discount Notes. Consolidated obligations of the Farm Credit Banks, issued on a discount basis, with maturities of one year or less.
7. Federal Farm Credit Bank Debentures. Unsecured consolidated obligations of the Farm Credit Banks, issued with a fixed coupon rate, with maturities ranging from six months to one year.
8. Federal Home Loan Bank Discount Notes. Consolidated obligations of the twelve district banks, issued on a discount basis, with maturities of one year or less.
9. Federal Home Loan Bank Debentures. Unsecured consolidated obligations of the twelve district banks, issued with a fixed coupon rate, with maturities running one year or less.
10. Federal National Mortgage Association Discount Notes. Obligations of the Association, issued on a discount basis, with maturities under one year.
11. Federal National Mortgage Association Debentures. Unsecured obligations of the Association, issued with a fixed coupon rate, with various maturities.
12. Federal Home Loan Mortgage Corporation Discount Notes. Obligations of the Corporation, issued on a discount basis, with maturities under one year.
13. Federal Home Loan Mortgage Corporation Debentures. Unsecured obligations of the Corporation, used with a fixed coupon rate, with various maturities.
14. Bank Money Market Account. Interest bearing bank deposits.
15. Federal Home Loan Mortgage Corporation Participation Certificates. Issues of the Corporation, representing undivided interests in conventional mortgages underwritten and previously purchased by the Corporation. The Corporation guarantees the timely payment of interest at the certificate rate and full return of principal. Original maturity payment dates are thirty days.
16. Participation Units in a combined Investment Fund. The fund must only invest in Treasury of Agency of the Federal Government instruments. Municipal bonds or corporate bonds rate "A" or higher. (e.g. MMDT- Chapter 44, Section 55)

OM-1B Selection Criteria for Bank, Brokers and Dealers

Background:

A local government's investment policy establishes guidelines and responsibilities in accordance with state law for managing and investing municipal funds.

The Governmental Accounting Standards Board recommends the disclosure of key policies affecting cash deposits and other long-term investments to ensure they are managed prudently or are not subject to extraordinary risks.

When assessing municipalities for credit quality, rating agencies look for investment management policies that address selection of financial institutions for services and transactions, risk assessment, investment objectives, investment maturities and volatility, portfolio diversification, safekeeping and custody, and investment performance reporting, benchmarking, and disclosure.

Policy:

The Treasurer-Collector is responsible for developing and maintain the policies for investing Town funds and will make all decisions regarding their management. The Treasurer/Collector shall invest Town funds in a manner that meets daily operating cash flow requirements and conforms to state statutes governing public funds, while adhering to generally accepted diversification, collateralization, and the prudent investment principles of safety, liquidity and yield. The Treasurer/Collector will also regularly monitor statutory changes governing investments and offer any policy amendments. The Treasurer Collector will submit a report of investments on a regular basis to the Town Administrator.

References:

M.G.L. Ch. 40, §5; M.G.L. Ch. 44, §54, §55A, §55B; and M.G.L. c. 44B, §7

Deposit and Investment Risk Disclosures, Governmental Accounting Standards Board Statement No. 40, as amended by Statement No. 3, March 2003.

Creating an Investment Policy, Government Finance Officers Association Best Practice, October 2010.

Financial Management Assessment, Standard and Poor's, June 2006.

OW-2 Post-Issuance Tax Compliance Procedure for Tax-Exempt Debt Obligations and Other Tax-Benefited Obligations

Background:

Post-issuance compliance procedures are designed to ~~provide for the effective management of~~ effectively manage a municipality's post bond or note issuance compliance program for tax-exempt and other tax-benefited bonds in a manner consistent with state and federal laws applicable to such obligations.

Policy:

The Treasurer/Collector shall review post-issuance compliance procedures at least annually and implement revisions or updates as deemed appropriate, in consultation with bond counsel or Financial Advisor.

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PN- Antifraud

Background:

To protect the Town's assets and reputation from misappropriation and abuse, this policy provides guidelines to safeguard against fraudulent activities and any appearance thereof. Policy objectives include:

- To create an environment in which employees and citizens can report any suspicion of fraud
- To communicate the Town's intent to prevent, report, investigate, and disclose to proper authorities suspected fraud, abuse, and similar irregularities
- To provide management with guidelines and responsibilities regarding appropriate actions in conducting investigations of alleged fraud and similar improprieties

Policy:

This policy pertains to any suspected fraud, abuse, or similar irregularity against the Town. It applies to all elected and appointed Town officials and employees and to any other persons acting on behalf of the Town, such as vendors, contractors, volunteers, casual employees, and grant subrecipients.

The Town is committed to protecting its revenue, property, information, and other assets from any attempt, either by members of the public, contractors, consultants, vendors, agents, or its own employees, to gain by deceit, financial or other benefits at the expense of taxpayers. Town officials, employees, and other persons acting on behalf of the Town must, at all times, comply with all applicable policies, laws, and regulations. The Town will not condone any violation of law or ethical business practices and will not permit any activity that fails to withstand the closest possible public scrutiny. The Town intends to fully, objectively, and impartially investigate any suspected acts of fraud or other similar irregularities regardless of the position, title, length of service, or relationship with the government of any party who may be the subject of such investigation.

A. Definitions

Any person acting on behalf of the Town will mean any person responsible for or to Wellfleet's government placed in that position by some official relationship with the Town.

Abuse can occur in financial or nonfinancial settings and refers to, but is not limited to:

- Improper use or misuse of authority
- Improper use or misuse of Town property, equipment, materials, records, or other resources
- Waste of public funds

Fraud or other irregularity refers but is not limited to:

- Any dishonest or fraudulent act
- Forgery or alteration of any document or account
- Forgery or alteration of a check, bank draft, or any other financial document
- Misappropriation of funds, securities, supplies, or other assets
- Impropriety in the handling or reporting of money or financial transactions
- Profiteering as a result of insider knowledge of Town activities
- Disclosing confidential or proprietary information to outside parties
- Accepting or seeking anything of material value from consultants, contractors, vendors, or persons providing services or materials to the Town
- Destruction, removal or inappropriate use of records, furniture, fixtures, and equipment
- Any claim for reimbursement of expenses not made for the exclusive benefit of the Town
- Any computer-related activity involving the alteration, destruction, forgery, or manipulation of data for fraudulent purposes
- Any omissions and misrepresentations made in bond offering documents, presentations to rating agencies, and annual financial reports

B. Antifraud Responsibilities

Every employee has the responsibility to assist the Town in complying with policies and laws and in reporting violations. The Town encourages the support and cooperation of all employees in meeting the Town's commitment and responsibility to such compliance.

Town officials and department heads are responsible for instituting and maintaining a system of internal controls to reasonably ensure the prevention and detection of fraud, misappropriations, and similar irregularities. Management should be familiar with the types of improprieties that could occur within their areas of responsibility and be alert for any indications of such conduct.

The Town Administrator has primary responsibility for investigating all activity defined in this policy and will, to the extent practical, notify the Select Board of reported allegations of fraudulent or irregular conduct upon commencing the investigation. In all circumstances where there are reasonable grounds to indicate fraud may have occurred, the Town Administrator, subject to the advice of Town Counsel, will contact the Wellfleet Police Department and/or the District Attorney's office. Upon concluding the investigation, the Town Administrator will report results to the Select Board and others as determined necessary.

C. Disclosure

If the Town's investigation concludes that there was a violation of any federal criminal law involving fraud, bribery or gratuity potentially affecting a federal award, the Town Administrator will disclose such in writing to the federal awarding agency in compliance with the Office of Management and

Budget's Omni Circular. Similarly, if there are findings of bond offering information falsification, the Town Administrator will disclose this in writing to the bondholders.

PROCEDURES

The Town Administrator will create a set of procedures to be appended to this policy or incorporated by reference. The procedures should cover all of the following at minimum:

1. Procedure and methods for reporting suspicions of fraud, abuse and other irregularities
2. Assignment of responsibilities in response to reported suspicions
3. Employee protections from retaliation
4. Security of investigation documents
5. Treatment of anonymous allegations and false allegations (intentional and unintentional)
6. Personnel disciplinary actions
7. Responsibilities around media contact
8. Training, education and awareness
9. Disclosure requirements and protocols

REFERENCES

[M.G.L. c. 149 § 185](#)

U.S. Office of Management and Budget, December 2013: [Omni Circular](#)

PN-1 DISBURSEMENTS

Background:

To mitigate the risk of fraud and ensure the Town disburses cash only for legally valid liabilities, this policy establishes guidelines for the expenditure of Town funds.

Policy:

This policy applies to the Chief Financial Officer, Treasurer/Collector's, ~~and their designees' job duties and to their designees' job duties,~~ and the Selectboard's warrant approval responsibilities. It further applies to all department heads and elected or appointed officials who submit requests for expense and payroll disbursements (all referred to here as "department heads").

No disbursement for any payroll or accounts payable (AP) expense shall occur without the prior review and approval of the Chief Financial Officer and Selectboard. Accordingly, the Chief Financial Officer is responsible for finalizing every AP and payroll warrant and the Selectboard Clerk's signature

All payroll expenditures must be based on approved time and attendance records and consistent with collective bargaining agreements, personal service contracts, or Wellfleet's personnel bylaw. All vendor payments must be based on original invoices and issued only to entities with valid form W-9s on file. All invoices must be charged to the proper fiscal year. Payment for any bills payable for a prior fiscal year must be approved by vote of town meeting in accordance with [M.G.L. c. 44, § 64](#).

Printed on the face of every disbursed check will be: "Void if not cashed within one year of issuance." The Treasurer/Collector will secure all checks in a safe until distributed. As a tax-exempt organization, the Town will not pay sales tax on any expense, including those associated with any employee's personal reimbursements.

A. Ongoing Maintenance of Payroll and Leave Time Data

The Treasurer/Collector is responsible for maintaining a database all town employees, including their salaries, pay rates, stipends, weekly work hours, earned leave time, benefit options, and withholdings. Any change to an employee's employment status, work hours, or pay rate can only be made by the Treasurer/Collector based on a personnel action form signed by the appropriate department head, and the Town Administrator or their designee.

The Chief Financial Officer or their designee is responsible for maintaining and updating weekly a database of employee leave time accumulations and usage. Any change the Chief Financial Officer or their designee makes to any employee's rate of accumulation must be supported by one of the following documents: collective bargaining agreement, classification and compensation schedule, or personal services contract. Deductions to leave time will be based on data reported on weekly time sheets.

B. Weekly Responsibilities Related to Disbursement Processing

Each **department head** is responsible for:

- Assuring that all purchases of goods and services conform to the state's procurement laws
- Verifying that adequate funds exist in the department's budget for every AP and payroll submission, attesting to the accuracy of each submission via signature, and timely submitting the disbursement requests to the Chief Financial Officer
- Distributing paychecks to employees upon receipt from the Treasurer/Collector

The **Chief Financial Officer** (and/or any delegated staff) is responsible for:

- Including each requested expense on the AP/payroll warrant only after validating:
 - Procurement laws were adhered to
 - The submission is legal
 - No fraud is evidentAdequate funds exist
- Preparing the AP and payroll warrants and submitting them to the Select Board for approval
- Ensuring the payroll warrant balances with the Treasurer/Collector's payroll preliminary report before providing it to the Select Board and subsequently notifying the Treasurer/Collector to finalize the payroll
- Updating the general ledger with all AP and payroll warrant expenditures
- Receiving blank checks from the Treasurer/Collector, imprinting them with the disbursement data using the office printer, and returning them to the Treasurer/Collector

The **Treasurer/Collector** (and/or any delegated staff) is responsible for:

- Entering payroll data in the Abra database based on time sheets received from the Chief Financial Officer and transmitting the finalized electronic file when notified to do so by the Chief Financial Officer
- Reviewing the AP warrant and withholding from disbursement any amounts owed to the town by listed payees
- Upon receipt of payroll and AP warrants signed by the Select Board, funding the associated bank accounts in the gross amount of each warrant
- Providing the Chief Financial Officer with the appropriate number of sequential blank checks for printing
- Mailing out all AP checks to the vendors. The Treasurer/Collector will not give any vendor checks to department heads or other employees to mail.
- Notifying department heads to pick up paychecks on pay day.
- Updating the cashbook to document the disbursement activity

The **Selectboard** members are responsible for:

- Reviewing each warrant for appropriateness by examining the invoices, back-up documents, and payroll detail, and directing any inquiries to the Chief Financial Officer

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- Approving the warrants by signing them

C. Emergency Disbursements

If there is an emergency or extenuating circumstance where payment must be made to a vendor outside of the normal warrant process, the Treasurer/Collector may issue a manual check with written authorizations by the Town Administrator. In any such case, the department head will submit the expense to be processed as a no-check on the next accounts payable warrant.

D. Petty Cash

To mitigate the risks of illegal expenditures, procurement law violations, or instances of expenses exceeding appropriations, no petty cash accounts are authorized.

E. Audit

All disbursement activity is subject to audit by Wellfleet's independent auditor.

REFERENCES

[M.G.L. c. 41, §§ 41, 41A, 41B, 41C, 42, 43, 52, 56](#)

[M.G.L. c. 44, §§ 56, 58, 64](#)

[M.G.L. c. 30B](#)

Wellfleet's collective bargaining agreements, classification and compensation plan, and personal service contracts

PN-2 Employee Reimbursement

Background:

To mitigate opportunities for fraud, waste and abuse, the Town must properly monitor and control reimbursements to employees and officials. This policy establishes rules governing reimbursements for legitimate business-related expenses, including necessary travel expenses incurred in performing official duties. It also provides guidelines for determining reasonable travel-related and other expenses and details the procedures, forms, and documentation necessary to receive reimbursement.

Policy:

The Town will reimburse employees for reasonable expenses incurred on the Town's behalf as authorized by their department heads, boards, or committees.

Travel shall be restricted to necessary activities that provide a public benefit, such as training, professional conferences, and other municipal-related activities. All travel on Town business shall be planned for using the most economical mode and class of transportation reasonably available and the most direct and time-efficient route. Employees will travel using government and group rates when available. The Town will not reimburse or pay sales tax but will, however, pay meals and room excise taxes.

Business-related expenses, such as office supplies, should be procured through the Town's vendors and billed directly to the Town as much as feasible. Whenever this is not possible, the purchase must be made with the department head's approval.

When this policy is not followed, there is no guarantee that all expenditures will be reimbursed. Employees should determine estimates for their travel costs, discuss any extraordinary circumstances and expenses with their department heads, and obtain their authorizations in advance.

A. Unauthorized Expenses

The following expenditures will not be reimbursed:

- Alcoholic beverages and tobacco
- Massachusetts sales tax
- Costs associated with any political or charitable event
- Flowers or other gifts for employees or others
- Expenses incurred by or on behalf of any person who is not a Town employee who accompanies the employee on official business
- Expenses incurred for the sole benefit of the traveler, such as valet service, entertainment, laundry services, etc.
- Theft, loss, or damage to personal property while on Town business
- Non-mileage-related personal automobile expenses, including repairs, insurance, gasoline, and traffic citations

The Chief Financial Officer may refuse to approve for payment any claim deemed to be ineligible, fraudulent, unlawful, or excessive. In that instance, the Chief Financial Officer will file a written statement of the reason for refusal with the Treasurer/Collector and forward copies to the Town Administrator and the originating department head. Resolution of all disputes shall reside with the Town Administrator.

B. Reimbursable Expense Categories

Transportation

- Employees authorized to travel using their personal vehicle will be reimbursed at the mileage reimbursement rate established yearly by the Internal Revenue Service (IRS) or, for union employees, the rate established in their contractual agreement.
- Mileage will be calculated starting from the employee's office location or residence to the destination point, whichever distance is shorter.
- Employees must present receipts to be reimbursed for parking, tolls, airfares, taxi fares, and, when using a Town-owned vehicle, fuel charges.

Lodging

- If travel requires an employee to be away from home for more than 24 hours, he or she will be reimbursed for reasonable charges for lodging expenses.
- Lodging expenses must not exceed the group rate published by the conference or activity sponsor. If the sponsor's group rate is not available when booking, the Town will reimburse for lodging costs comparable in location and quality and reserved at the lodging's government or group rate, whenever that is available.
- The Town will reimburse for only one night preceding any conference.

Meals

- If travel requires an employee to be away from home for more than 24 hours, he or she will be reimbursed for reasonable charges for meal expenses.
- Meal costs, including tips and taxes, incurred during approved travel will be reimbursed only upon presentation of itemized receipts. If the receipt is for multiple employees, they should be listed on the back of the receipt.
- Meals included in registration costs cannot be claimed for reimbursement or advance.
- Under no circumstance will the total meals reimbursement exceed the Town's per diem rate of \$65.

Registrations

- Whenever possible, registration fees for any conference, training, or workshop should be paid in advance through the Town's accounts payable warrant process. To pay advance registrations timely, the registration bill must be received in the Chief Financial Officer no later than two weeks prior to the registration deadline.
- If registration is not paid in advance, the employee must pay out-of-pocket and then submit for reimbursement.

Business and Office Supplies

- Employees must obtain department head approval prior to incurring expenses for any business or office supplies, and all purchases made on behalf of the Town must be necessary, reasonable, and appropriate.
- Business-related special postal services or delivery services that are not available through the Town will be reimbursed.

C. Reimbursement Submission

Every claim for reimbursement must be documented using an [Expense Reimbursement Form] signed by the employee and the authorizing department head. Required information on the form includes: the travel or purchase date(s), purpose, amount(s), and total business-related mileage (as applicable). Except for mileage, the employee must attach to the form a receipt or other valid proof of payment for each reimbursement claim.

Employees should submit for reimbursement as soon as the travel has concluded or the expense has been paid, but at maximum, no later than 30 days after the expenses being incurred. If an employee does not submit the [Expense Reimbursement Form] and accompanying receipts or other necessary documentation within that time, he or she may be personally responsible for the expenses.

D. Violations

Employees who violate this policy will be held directly responsible for their actions. Consequences may include revocation of travel privileges, reparatory payments, suspension, or termination. Improper documentation of otherwise valid travel expenditures creates the appearance of fraud, waste, or abuse and may result in similar consequences. Moreover, misrepresenting expenses and intentionally submitting false claims are fraudulent and could result in criminal penalties.

E. Audit

All expenses are subject to verification that they comply with this policy and to audit by the Town's independent auditor.

REFERENCES

[M.G.L. c. 41, §52](#)

[M.G.L. c. 44, §58](#)

[M.G.L. c. 268A, § 3](#)

IRS webpage, [Standard Mileage Rates](#)

Q9: FINANCIAL MANAGEMENT TEAM

Background:

Team meetings help the Town's finance officers to maintain open lines of communication and reinforce awareness of their interdependence. In this forum, team members can identify critical junctures, consider strategies to deal with anticipated areas of concern, and establish agreement about goals, deadlines, and each individual's role in meeting common objectives. A formal financial management team approach also fosters institutional continuity during times of turnover in financial offices.

To maximize the effectiveness of financial practices by optimizing the coordination of interdepartmental activities and long-range plans, this policy establishes a financial management team that will meet regularly to discuss common goals and objectives.

POLICY

The Town establishes a financial management team consisting of the Town Administrator, Chief Financial Officer, Treasurer/Collector, Assessor, & Town Accountant. Meetings of the team will be scheduled at a consistent time each month and more frequently when necessary.

Agenda topics will include:

- Updating the status of assigned responsibilities and due dates related to cyclical procedures, such as tax takings, tax recaps, year-end closings, and others
- Monitoring monthly revenue and expenditure reports and analyzing cash flow
- Reviewing the effectiveness of internal controls, including the status of reconciliations
- Coordinating submissions to the Division of Local Services
- Assessing special projects assigned by the Selectboard or Town Administrator
- Pursuing professional development and training opportunities
- Assessing progress on any initiatives being implemented.

REFERENCES

Division of Local Services Best Practice: [Financial Management Team](#)

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APPENDIX 1: SELECTED GLOSSARY OF TERMS

Available Funds – Balances in the various fund types that represent non-recurring revenue sources. As a matter of sound practice, they are frequently appropriated to meet unforeseen expenses, for capital expenditures or other onetime costs. Examples of available funds include free cash, stabilization funds, overlay surplus, water surplus, and enterprise net assets unrestricted (formerly retained earnings).

Betterments (Special Assessments) – Whenever part of a community benefits from a public improvement, or betterment (e.g., water, sewer, sidewalks, etc.), special property taxes may be assessed to the property owners of that area to reimburse the governmental entity for all, or part, of the costs it incurred in completing the project. Each property parcel receiving the benefit is assessed a proportionate share of the cost which may be paid in full, or apportioned over a period of up to 20 years. In this case, one year's apportionment along with one year's committed interest computed from October 1 to October 1 is added to the tax bill until the betterment has been paid.

Block Grant – A Block Grant is a Federal grant of money awarded by formula under very general guidelines that allow grantees broad latitude in spending activities. Recipients are normally state or local governments.

Bond – A means to raise money through the issuance of debt. A bond issuer/borrower promises in writing to repay a specified sum of money, alternately referred to as face value, par value or bond principal, to the buyer of the bond on a specified future date (maturity date), together with periodic interest at a specified rate. The term of a bond is always greater than one year.

Bond and Interest Schedule Record (Bond Register) – The permanent and complete record maintained by a treasurer for each bond issue. It shows the amount of interest and principal

coming due each date and all other pertinent information concerning the bond issue.

Bond Anticipation Note (BAN) – Short-term debt instrument used to generate cash for initial project costs and with the expectation that the debt will be replaced later by permanent bonding. Typically issued for a term of less than one year, BANs may be reissued for up to five years, provided principal repayment begins after two years (MGL Ch. 44§17).

Principal payments on school related BANs may be deferred up to seven years (increased in 2002 from five years) if the community has an approved project on the Massachusetts School Building Authority (MSBA) priority list. BANs are full faith and credit obligations.

Bond Authorization – The action of town meeting or a city council authorizing the executive branch to raise money through the sale of bonds in a specific amount and for a specific purpose. Once authorized, issuance is by the treasurer upon the signature of the mayor, or selectmen. (See Bond Issue)

Bond Buyer – A daily trade paper containing current and historical information of interest to the municipal bond business.

Bond Counsel – An attorney or law firm engaged to review and submit an opinion on the legal aspects of a municipal bond or note issue.

Bond Issue – The actual sale of the entire, or a portion of, the bond amount authorized by a town meeting or city council.

Bond Rating (Municipal) – A credit rating assigned to a municipality to help investors assess the future ability, legal obligation, and willingness of the municipality (bond issuer) to make timely debt service payments. Stated otherwise, a rating helps prospective investors determine the level of risk associated with a given fixed-income investment. Rating agencies, such as Moody's and Standard

and Poor's, use rating systems, which designate a letter or a combination of letters and numerals where AAA is the highest rating and C1 is a very low rating.

Bonds Authorized and Unissued – Balance of a bond authorization not yet sold. Upon completion or abandonment of a project, any remaining balance of authorized and unissued bonds may not be used for other purposes, but must be rescinded by town meeting or the city council to be removed from community's books.

Capital Assets – All tangible property used in the operation of government, which is not easily converted into cash, and has an initial useful life extending beyond a single financial reporting period. Capital assets include land and land improvements; infrastructure such as roads, bridges, water and sewer lines; easements; buildings and building improvements; vehicles, machinery and equipment. Communities typically define capital assets in terms of a minimum useful life and a minimum initial cost.
(See Fixed Asset)

Capital Budget – An appropriation or spending plan that uses borrowing or direct outlay for capital or fixed asset improvements. Among other information, a capital budget should identify the method of financing each recommended expenditure, i.e., tax levy or rates, and identify those items that were not recommended. (See Capital Asset, Fixed Asset)

Capital Improvements Program – A blueprint for planning a community's capital expenditures that comprises an annual capital budget and a five-year capital program. It coordinates community planning, fiscal capacity and physical development. While all of the community's needs should be identified in the program, there is a set of criteria that prioritizes the expenditures.

Capital Outlay – The exchange of one asset (cash) for another (capital asset), with no ultimate effect on net assets. Also known as "pay as you go," it is

the appropriation and use of available cash to fund a capital improvement, as opposed to incurring debt to cover the cost.

Capital Outlay Expenditure Exclusion – A temporary increase in the tax levy to fund a capital project or make a capital acquisition. Exclusions require two-thirds vote of the selectmen or city council (sometimes with the mayor's approval) and a majority vote in a community-wide referendum. The exclusion is added to the tax levy only during the year in which the project is being funded and may increase the tax levy above the levy ceiling

Chapter 90 Highway Funds – State funds derived from periodic transportation bond authorizations and apportioned to communities for highway projects based on a formula under the provisions of MGL Ch. 90 §34. The Chapter 90 formula comprises three variables: local road mileage (58.33 percent) as certified by the Massachusetts Highway Department (MHD), local employment level (20.83 percent) derived from the Department of Employment and Training (DET), and population estimates (20.83 percent) from the US Census Bureau. Local highway projects are approved in advance. Later, on the submission of certified expenditure reports to MHD, communities receive cost reimbursements to the limit of the grant.

Contingent Appropriation – An appropriation that authorizes spending for a particular purpose only if subsequently approved in a voter referendum. Under MGL Ch. 59 §21C (m), towns may make appropriations from the tax levy, available funds or borrowing, contingent upon the subsequent passage of a Proposition 2½ override or exclusion question for the same purpose. If initially approved at an annual town meeting, voter approval of the contingent appropriation must occur by September 15. Otherwise, the referendum vote must occur within 90 days after the town meeting dissolves. The question may be placed before the voters at more than one election, but if not approved by the applicable deadline, the appropriation is null and void. If contingent appropriations are funded through property taxes, DOR cannot approve the

tax rate until the related override or exclusion question is resolved or the deadline passes, whichever occurs first.

Debt Authorization – Formal approval by a two-thirds vote of town meeting or city council to incur debt, in accordance with procedures stated in MGL Ch. 44 §§1, 2, 3, 4a, 6-15.

Debt Burden – The amount of debt carried by an issuer usually expressed as a measure of value (i.e., debt as a percentage of assessed value, debt per capita, etc.). Sometimes debt burden refers to debt service costs as a percentage of the total annual budget.

Debt Exclusion – An action taken by a community through a referendum vote to raise the funds necessary to pay debt service costs for a particular project from the property tax levy, but outside the limits under Proposition 2½. By approving a debt exclusion, a community calculates its annual levy limit under Proposition 2½, then adds the excluded debt service cost. The amount is added to the levy limit for the life of the debt only and may increase the levy above the levy ceiling.

Debt Limit – The maximum amount of debt that a municipality may authorize for qualified purposes under state law. Under MGL Ch. 44 §10, debt limits are set at 5 percent of EQV. By petition to the Municipal Finance Oversight Board, cities and towns can receive approval to increase their debt limit to 10 percent of EQV.

Debt Policy – Part of an overall capital financing policy that provides evidence of a commitment to meet infrastructure needs through a planned program of future financing. Debt policies should be submitted to elected officials for consideration and approval.

Debt Service – The repayment cost, usually stated in annual terms and based on an amortization schedule, of the principal and interest on any particular bond issue.

Enterprise Fund – An enterprise fund, authorized by MGL Ch. 44 §53F½, is a separate accounting and financial reporting mechanism for municipal services for which a fee is charged in exchange for goods or services. It allows a community to demonstrate to the public the portion of total costs of a service that is recovered through user charges and the portion that is subsidized by the tax levy, if any. With an enterprise fund, all costs of service delivery—direct, indirect, and capital costs—are identified. This allows the community to recover total service costs through user fees if it chooses. Enterprise accounting also enables communities to reserve the "surplus" or net assets unrestricted generated by the operation of the enterprise rather than closing it out to the general fund at year-end. Services that may be treated as enterprises include, but are not limited to, water, sewer, hospital, and airport services. See DOR [IGR 08-101](#)

Free Cash (Also Budgetary Fund Balance) – Remaining, unrestricted funds from operations of the previous fiscal year including unexpended free cash from the previous year, actual receipts in excess of revenue estimates shown on the tax recapitulation sheet, and unspent amounts in budget line-items. Unpaid property taxes and certain deficits reduce the amount that can be certified as free cash. The calculation of free cash is based on the balance sheet as of June 30, which is submitted by the community's auditor, accountant, or comptroller. Important: free cash is not available for appropriation until certified by the Director of Accounts.

General Obligation Bonds – Bonds issued by a municipality for purposes allowed by statute that are backed by the full faith and credit of its taxing authority.

Levy Limit – A levy limit is one of two types of levy (tax) restrictions imposed by MGL Ch. 59 §21C (Proposition 2½). It states that the real and personal property taxes imposed by a city or town

may only grow each year by 2½ percent of the prior year's levy limit, plus new growth and any overrides or exclusions. The levy limit can exceed the levy ceiling only if the community passes a capital expenditure exclusion, debt exclusion, or special exclusion. (See Levy Ceiling)

Massachusetts School Building Authority (MSBA) – Administers the state program that reimburses cities, towns, and regional school districts varying percentages of their school construction costs depending on the wealth of the community or district and the category of reimbursement. Projects that received their first reimbursement payment prior to July 26, 2004 will continue to get annual state payments to offset the related annual debt service. Thereafter, cities, towns, and regional school districts will receive a lump sum amount representing the state's share of the eligible project costs... (See DOR [IGR 06-101](#))

New Growth – The additional tax revenue generated by new construction, renovations and other increases in the property tax base during a calendar year. It does not include value increases caused by normal market forces or by revaluations. New growth is calculated by multiplying the assessed value associated with new construction, renovations and other increases by the prior year tax rate. The additional tax revenue is then incorporated into the calculation of the next year's levy

limit. For example, new growth for FY07 is based on new construction, etc. that occurred between January and December 2005 (or July 2005 and June 2006 for accelerated new growth communities). In the fall of 2006, when new growth is being determined to set the FY07 levy limit, the FY06 tax rate is used in the calculation.

Non-Recurring Revenue Source – A one-time source of money available to a city or town. By its nature, a nonrecurring revenue source cannot be relied upon in future years. Therefore, such funds should not be used for operating or other expenses

that continue from year-to-year. (See Recurring Revenue Source)

Principal – The face amount of a bond, exclusive of accrued interest.

Receipts Reserved for Appropriation – Proceeds that are earmarked by law and placed in separate accounts for appropriation for particular purposes. For example, parking meter proceeds may be appropriated to offset certain expenses for parking meters and the regulation of parking and other traffic activities

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Sale of Cemetery Lots Fund – A fund established to account for proceeds of the sale of cemetery lots. The proceeds may only be appropriated to pay for the cost of the land, its care and improvement or the enlargement of the cemetery under provisions of MGL Ch. 114 §15.

Sale of Real Estate Fund – A fund established to account for the proceeds of the sale of municipal real estate other than proceeds acquired through tax title foreclosure. MGL Ch. 44 §63 states that such proceeds shall be applied first to the retirement of debt on the property sold. In the absence of such debt, funds may generally be used for purposes for which the city or town is authorized to borrow for a period of five years or more

Short-Term Debt – Outstanding balance, at any given time, on amounts borrowed with a maturity date of 12 months or less.

Special Exclusion – For a few limited capital purposes, a community may exceed its levy limit or levy ceiling without voter approval. Presently, there are two special expenditure exclusions: 1) water and sewer project debt service costs which reduce the water and sewer rates by the same amount; and 2) a program to assist homeowners to repair or replace faulty septic systems, remove underground fuel storage tanks, or remove dangerous levels of lead paint to meet public health and safety code requirements. In the second special exclusion, homeowners repay the municipality for the cost plus interest apportioned over a period of time, not to exceed 20 years

Special Revenue Fund – Funds, established by statute only, containing revenues that are earmarked for and restricted to expenditures for specific purposes. Special revenue funds include receipts reserved for appropriation, revolving funds, grants from governmental entities, and gifts from private individuals or organizations.

Stabilization Fund – A fund designed to accumulate amounts for capital and other future spending purposes, although it may be appropriated for any lawful purpose (MGL Ch. 40 §5B). Communities may establish one or more stabilization funds for different purposes and may appropriate into them in any year an amount not to exceed ten percent of the prior year's tax levy. The total of all stabilization fund balances shall not exceed ten percent of the community's equalized value, and any interest shall be added to and become a part of the funds. A two-thirds vote of town meeting or city council is required to establish, amend the purpose of, or appropriate money into or from the stabilization fund

APPENDIX 2: Polices To Be Superseded

Adoption of these polices will supplant the following Polices

Budget and Financial Management

Debt Policy

Grant Revenue

Investment Policy

Vehicle Rollover Policy

Meals Payment Policy

APPENDIX 3: Chart of Allowable Uses of Funds

TBD

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SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: August 16, 2022

IV

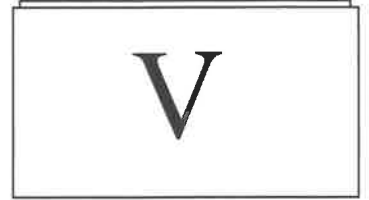
NEW BUSINESS

REQUESTED BY:	Chair Ryan Curley
DESIRED ACTION:	To Discuss topics that are not reasonably anticipated by the Chair more than 48 hours before the meeting.
PROPOSED MOTION:	If a motion is needed for a topic that is brought up one will be made at the time of the meeting.
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____



SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: August 16, 2022



SELECTBOARD REPORTS:

Reported by:	Topic:



SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: August 16, 2022

VI

TOWN ADMINISTRATOR REPORTS

- **The Town Administrator will give an update on the happenings of the town and with each department.**
- **Please see the Selectboard packet for the full update**



MEMORANDUM

TOWN OF WELFLEET 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 August 16, 2022 Select Board Meeting
Date: August 9, 2022

Administration

- Finalized the Special Town Meeting Warrant last week for which the Selectboard voted to close on August 9th. The warrant will be mailed to the residents of Wellfleet and should receive them prior to August 25th.
- Town Meeting will be held outdoors at the ballfield of the Elementary School on Saturday September 10th at 10am. The Special Election will be held Tuesday September 20th from 12pm to 7pm at the Adult Community Center, 715 Old Kings Highway, Wellfleet.
- I had participated in the State of the Town discussion with the Wellfleet Seasonal Resident Association. It was a privilege to be part of the important roundtable with our community members. I look forward to working with them in the future to ensure that productive discussion on the status of our town remain cohesive.
- Helped coordinate and put together the RFP's for the Herring River Bridge project (posted on 8/1) and the Owner's Project Representative (posted on 8/8)
- Opened and reviewed the Financial Auditor Services Bid
- Contracting for the Fuel Tanks will take place late next week
- Recruiting and hiring for Assistant Town Clerk and Office Coordinator for the COA. ATA will be doing interviews with the Town Clerk and Community Services Director within the next two weeks

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.
- 1065 State Highway Route 6 – Document activity and complaints.
- 1065 State Highway Route 6 – Compiling documents in accordance with Request for Production of Documents, to comply with the limited discovery request served upon the Town of Wellfleet by the attorney for Great White Realty.

Community Services

Social and Human Services

- 16 three and four year old Wellfleet children have qualified to receive a voucher in FY23
- Schools have been notified
- Parents have been notified

Council on Aging

- The Front Desk position has been advertised and applications are coming in. Applications close on August 22nd and interviews of the most likely applicants will take place that week.
- The DPW came to our rescue last week when the dropped ceiling tiles in the big meeting room began to drop spontaneously from the ceiling. All the precarious tiles were removed and there will be an assessment on the excessive humidity in the building that caused them to warp and self destruct.
- We have reinstated van trips with more than one person on board so that Friday shopping in Orleans and Thursday as Wellfleet day are happening again.

Beach Program

- Sticker sales are down in 2022 over 2021 to date:

SALES	1st Combo	2d Combo	3rd Combo	Resident	3 Day	One Work	Two Week	Seasonal	White Crest
2021	2687	1159	155	1856	778	2808	707	202	\$ 96,870.00
2022	2814	1238	160	1747	765	2702	609	184	\$ 120,900.00
Difference	127	79	5	-109	-13	-106	-98	-18	\$ 24,030.00

- It's sharky out there. Multiple pings on the buoys at Newcomb Hollow and LeCount Hollow have kept the Lifeguards busy clearing the water for an hour following each ping. One Call Now alerts are sent to neighboring towns and to the CCNS and the pings and any sightings are reported on the Sharktivity app.
- The annual Oldtimers Longboard Competition was held on August 7th at White Crest at 5pm. All entry fees go to a scholarship fund for local high school graduates. It's worth attending just to see the amazing collection of vintage longboards from days gone by.

Harbormaster

- Fuel tank contract. Present bids to Selectboard and have the contract approved and awarded.
- Last week for seasonal employee David Dalby. David has work for the Marina for several years while he has attended college in Indianapolis. He will be leaving us to complete his senior year and we wish him the best of luck, it's a big world out there. He has been a major asset for the Marina, which is not always recognized.
- It's August. It is windy, hazy, hot, and humid. The crowds are at a high point and so is the work at the Marina. We are trying to keep up with the demand while we have been short staffed all summer. We are responding daily to multiple calls for aid. Transient boaters are at a high point they as well as our boaters are loving the depth of our harbor, and the service we are providing compliments are at an all-time high! Fuel dock has been open and

operating all while we try and keep up with the maintenance. We will definitely need to look into staffing at the Marina.

Health/Conservation

- We are continuing to distribute covid antigen test kits to residents and employees of local businesses. This week we have 2 positives tests identified on our online reporting tool and 3 identified in the state reporting database (PCR Only).
- We continue to monitor for cases of Monkeypox, we have had none to date but are aware of the cases in Provincetown and Truro.
- The BOH is holding a Public Hearing on draft Regulations pertaining to changes to the subsurface sewage disposal section on Wednesday August 10, 2022. It will be a hybrid meeting available on zoom or in person at the Adult Community Center at 5:30 pm. Notification went out to Boards and Committees, town list serves, engineers, installers, and businesses. This will be the first of several hearings.
- Cyanobacteria growth rates in the ponds were all at acceptable levels this week and we are continuing to monitor them weekly. We have no recreational beach advisories at this time.
- We submitted the required paperwork and documentation for reimbursement for our MVP Low Lying Roadways Regional Grant and expect payment within 30 days.
- Our AmeriCorps Member Audrey Healey finished her service year with the Shellfish Department and Health & Conservation Department and will be working in Maine in the aquaculture industry. Three of our past AmeriCorps placements are currently working for the Town of Wellfleet!
- The Town was issued a Chapter 91 license, the last step in what was an arduous permitting process for shellfish propagation.
- Kayak/ small vessel enforcement at Pleasant Point, Field Point and Lt. Island is ongoing. There are currently 20+ unpermitted kayaks at the Pleasant Point Location. The Conservation department will be collaborating with Mass Audubon to work with Lt Island residents for clearer communication/ education about boat storage next summer.
- Meredith took the Assistant Health and Conservation Agent from Truro out on-site visits around Wellfleet to see on-going field projects we completed through the conservation Department. This included the herring run along Black Pond Road, and an overview of trail monitoring on the clover trail and Drummer Cove.
- Geocaches have been updated with a new sticker “prize” to encourage passive recreation/ trail use on Wellfleet Conservation Trails.

Fire

- Firefighter/Paramedic Erica Powell successfully completed her full-time Firefighter 1/11 Recruit Training Program and graduated from the Massachusetts State Fire Academy last Friday earning her certifications.
- We are completing the design and specifications for the new Ambulance 98 as approved at the Annual Town Meeting.

- On August 12th we will be conducting the first round of interviews for the two new full time Firefighter/EMT positions. We are interviewing six (6) candidates at this time.
- Last week was perhaps one of most unusual periods of time in my entire career in the fire service. On Thursday we rescued two (2) individuals off of Great Island suffering from heat exhaustion. This was an extended rescue with the assistance of the National Park Service due to the patient's location at one of the most challenging parts of the Island. On Friday, we responded to a car fire that spread to a residential dwelling, minimizing the damage to the structure, the on-duty crew and our mutual aid partners performing their jobs flawlessly. Later on Friday we had a station wall-in/medical emergency with a patient coming into contact with some type of explosive device (still unknown) on a job site in Truro. The patient was med-flighted to a Rhode Island hospital. He was driven to the fire station by a co-worker with severe trauma including partial amputation of his right hand, amputation of three (3) fingers of his left hand and significant burn injuries. On Saturday, with the excellent assistance of the Harbormaster, we rescued a kayaker off the marsh at the north side of Lieutenant Island, and, finally on Sunday we supported the annual PAN-MASS Challenge bike event.
- Our very capable and professional Administrative Assistant Theresa Townsend has been working tirelessly on Federal grant programs securing funds for the Town despite many challenges with the Federal bureaucracy, their constantly failing FEMA IT program and other frustrating issues. She has been able to secure reimbursements to the Town in the amount of \$62,404.40 (from the SAFER grant program). In addition, from the Mass Health Ambulance Certified Public Expenditure Program (CPE) she has secured an additional \$31,714.00 back to the Town. This extra reimbursement is above and beyond what we would normally receive through the Ambulance Receipts billing process. Theresa continues to work seeking additional funds from these programs despite her overwhelming daily workload and duties. She is a consummate professional and I am very grateful for her diligence, attention to detail and efforts in the regard.

Library

- Author Emily Bingham (who had a huge writeup in the Provincetown Independent), will be presenting her book, My Old Kentucky Home: The Astonishing Life and Reckoning of an Iconic American Song. Emily is a Kentucky native and grapples with the racist heritage of this unofficial state song written by Stephen Foster. It's a fascinating book and promises to be an amazing talk. Wednesday, August 10th at 7:30 PM
- On Tuesday, August 16th at 8:00 PM, we will be hosting Baroness Helena Kennedy. Her talk is titled, Law in Bad Times. From East to West, from North to South, what has happened to rules based order? Baroness Kennedy is always a favorite at the Library. Please get here early to ensure you will get a seat!
- The hottest book of the summer is The Shores of Bohemia: A Cape Cod Story 1910-1960 By John Taylor "Ike" Williams. It's an intimate portrait of a legendary generation of artists, writers, activists, and dreamers who created a utopia on the shores of Cape Cod We are so excited to be hosting him at the Library. Monday, August 22, at 7:30 PM.
- For children, on Wednesday, August 10th at 4:00 PM we have a tidal flat exploration presented by the Center for Coastal Studies. It meets at Mayo Beach. Look for the Wellfleet Library sign! Please wear boots or shoes that won't come off in the water.

Police

- The Police Department assisted the 2022 Pan Mass Challenge with approximately 6,300 bike riders coming through town this past Sunday. The Department deployed detail officers along the route to assist with bike and motor vehicle traffic. It was one of the hottest rides on record, so congratulations to both the officers and PMC for having no issues in Wellfleet!
- The Chief received a written letter of thanks on a call that Officer Mark Braun and Dispatcher Jan Worthington handled on Wednesday July 27th. **“We were stuck in sand with our vehicle and waited over 2 hours for AAA who then advised them they couldn’t help. I had my 82 year old mother with me and Dispatcher Worthington offered to get water and assistance out to us. Officer Braun came out to help and within 20 minutes we were on our way. Mark was very professional and diligent in his work.”** Great job Mark and Jan!
- The Department is currently advertising and attempting to fill two Police Officer positions and the Animal Control Position which has been vacant since July 1st. Looking to hold potential interviews and bring recommendations in front of the Select Board over the next few months.

Public Works

- The Highway department is in the process of facilitating paving of Mountain Ave, Hamblin Farm Road and Nellie Road. They will also be contracting with Lawrence Lynch for handwork paving in various locations around Town to improve infrastructure and repair drainage issues
- Administration is working on many projects, most importantly the Herring River Restoration RFP for the Owners Project Representative and Chequessett Neck Bridge construction.
- We will be advertising for the Mechanic position in the Cape Cod Times and Town Website this week

Recreation

- The Square Dance at the Town Pier continues to be very popular, with hundreds of multigenerational dancers led by talented caller Amy Lemorande continuing this special Wellfleet tradition.
- Extensive planning is under way for the annual skateboard competition which will be held on Saturday August 20 at 11:00. This is the first unrestricted skateboard competition since 2019.
- A mural of longtime skateboard park volunteer/mentor is being painted on one of the ramps at the park, at the request of the community of skaters at the park. Billy selflessly donated hundreds of hours towards the construction and maintenance of both the original wooden ramps and remodeled concrete park. Billy’s involvement was crucial to the creation and success of the park. The outer cape skateboarding community is proud to honor him in this way.

Shellfish Department

- Assistant Shellfish Constable Johnny Clam Mankevetch helped Assistant Harbormaster McKenzie Hartman transport a dead humpback whale out of the Herring River to the pier so IFAW could take it away. It was a big to-do at the pier and a sad event, but we were happy to help.
- Deputy Shellfish Constable Chris Manulla and Shellfish Constable Nancy Civetta have been concentrating on state vibrio control checks of grant holders as well as grant inspections while on patrol. In the office, we are putting in many hours on grant supervision and tracking, preparation for renewals and minimum productivity oversight. We have also been monitoring oyster harvest on the West Side and checking the eight dragger boats fishing for quahogs and oysters in the wild.
- Johnny Clam has continued to avidly bull rake for littlenecks and cherrystones and distribute them to the Indian Neck Recreational Only area. Seasonal Deputy Shellfish Constable Jordan Halloran has been helping dig clams and prepare oysters for distribution. We broadcast more than 60 grow bags full of oysters to Indian Neck to keep the growing number of recreational shellfishermen happy.
- Seasonal Deputy Shellfish Constable Anna Meichenbaum left to pursue a graduate degree in Marine Conservation and Policy at SUNY Stonybrook, and we hired a former AmeriCorps member who served with us in 2018-2019, Adrienne Tardif, to take her place. Best wishes and a big thank you to Anna and a warm welcome back to Adrienne!
- As always at this time of year, we are kept busy stopping visitors from randomly harvesting shellfish around town, from Mayo Beach and Powers Landing to Old Wharf Point and Lieutenant's Island. It's a challenge to be everywhere at once!

Town Clerk

- Vote by Mail application processing has begun, and ballots are being mailed out to voters. State Election information including sample ballots are posted on the Town Clerk's page of the website, under News and Announcements.
- Working on staff schedules for all three of the fall elections.
- Working on certifying the votes at Town Meeting and the Special Town Election for the Division of local services and Unibank.
- Ongoing work on public records requests, vital records, voter registration, and raffle permits.



SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: August 16, 2022

VII

TOPICS FOR FUTURE DISCUSSION

- **The Selectboard will discuss a list of current items that are outstanding**



SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: August 16, 2022

VIII

VACANCY REPORTS

*****Please see the packet for full report*****

Date: August 16, 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	Board of Selectmen	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	Board of Selectmen	3 years

Requesting Appointment: No applications on file

Board of Health (5 members, 2 alternates)

Vacant Positions	Appointing Authority	Length of Term
2 alt Positions	Board of Selectmen	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	Board of Selectmen	3 years

Requesting Appointment: No applications on file

Building and Needs Assessment Committee (5 Members)

Vacant Positions	Appointing Authority	Length of Term
2 Positions	Board of Selectmen	3 years

Requesting Appointment: No applications on file

Cable Advisory Committee (5 Members)

Vacant Positions	Appointing Authority	Length of Term
1 Position	Board of Selectmen	1 year

Requesting Appointment: No applications on file

Commission on Disabilities (up to 5 Members)

Vacant Positions	Appointing Authority	Length of Term
1 Position	Board of Selectmen	3 years

Requesting Appointment: No applications on file

Conservation Commission (7 Members + 2 alternates)

Vacant Positions	Appointing Authority	Length of Term
1 Positions	Board of Selectmen	
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	Board of Selectmen	3 years

Requesting Appointment: No application on file

Cultural Council (no more than 15 Members)

Vacant Positions	Appointing Authority	Length of Term
7 Positions	Board of Selectmen	3 years

Requesting Appointment: **No** application on file

Dredging Task Force (7 Members)

Vacant Positions	Appointing Authority	Length of Term
1 Position	Board of Selectmen	3 years

Requesting Appointment: No applications on file

Finance Committee (9 members, 2 alternate)

Vacant Positions	Appointing Authority	Length of Term
1 Alternate Position	Town Moderator	3 years

Requesting Appointment: **One** application on file

Historical Commission (7 members)

Vacant Positions	Appointing Authority	Length of Term
0 Vacancies	Board of Selectmen	3 years

Requesting Appointment: **no** application on file

Local Housing Partnership (at least 10 members)

Vacant Positions	Appointing Authority	Length of Term
0 Vacancy	Board of Selectmen	1 year

Requesting Appointment: No application on file

Marina Advisory Committee (7 Members, 2 Alternates)

Vacant Positions	Appointing Authority	Length of Term
1 Alternate Position	Board of Selectmen	2 years

Requesting Appointment: No applications on file

Natural Resources Advisory Committee (7 Members)

Vacant Positions	Appointing Authority	Length of Term
3 Position	Board of Selectmen	3 years

Requesting Appointment: No application on file

Open Space Committee (7 Members)

Vacant Positions	Appointing Authority	Length of Term
0 Positions	Board of Selectmen	1 year

Requesting Appointment: **No** application on file

Personnel Board (4 members + TA + FinCom Rep)

Vacant Positions	Appointing Authority	Length of Term
2 Positions	Board of Selectmen	3 years

Requesting Appointment: No applications on file

Planning Board (7 members + 2 alternates)

Vacant Positions	Appointing Authority	Length of Term
2 Alternate Position	Board of Selectmen	5 years

Requesting Appointment: No applications on file

Recreation Committee (7 Members)

Vacant Positions	Appointing Authority	Length of Term
2 Positions	Board of Selectmen	3 years

Requesting Appointment: No applications on file

Recycling Committee (7 Members + 2 Alternates)

Vacant Positions	Appointing Authority	Length of Term
2 Alternate Positions	Board of Selectmen	3 years

Requesting Appointment: No applications on file

Rights of Public Access (5 Members)

Vacant Positions	Appointing Authority	Length of Term
2 Positions	Board of Selectmen	1-2 years

Requesting Appointment: **No** application on file

Shellfish Advisory Board (7 members + 2 Alternates)

Vacant Positions	Appointing Authority	Length of Term
1 Alternate Position	Board of Selectmen	3 years

Requesting Appointment: No applications on file

Zoning Board of Appeals (5 Members, 4 Alternates)

Vacant Positions	Appointing Authority	Length of Term
0 Position	Board of Selectmen	3 years

Requesting Appointment: No applications on file



SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: August 16, 2022

IX

MINUTES

REQUESTED BY:	Executive Assistant
DESIRED ACTION:	Approval of Minutes <ul style="list-style-type: none">• August 2, 2022• August 9, 2022
PROPOSED MOTION:	I move to approve the Minutes of August 2nd & August 9th 2022, as drafted.
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____

Wellfleet Selectboard
Tuesday August 2, 2022; 7pm
Zoom/In-person
715 Old King's Highway, Wellfleet
7pm
Meeting Minutes

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

Others Present: Richard Waldo, Town Administrator; Rebecca Roughley, Assistant Town Administrator; Rebekah Eldridge, Executive Assistant; William Sullivan, Harbormaster; Dan Robbins, AIG engineering; Jennifer Congel, Town Clerk; Michael Hurley, Police Chief; Rich Pauley, Fire Chief; Nancy Civetta, Shellfish Constable; Benten Niggle, Paddle Cape Cod; Joe Aberdale, member of the dredging task force; Curt Felix, member of the Dredging Task Force; Tim Sayer, Wellfleet resident; John Duane, Member of the Natural Resources Advisory Board.

Chair Curley called the meeting to order at 7:00pm

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.

- No announcements were made

II. *Consent Agenda*

- A. Designate Chief Hurley to assign a police officer for each election and furthermore ~ Town Clerk Jennifer Congel
- B. Community Preservation Act Grant Agreements, Board signatures needed ~ Mary Rogers
- C. Live for Lou ~ Katrina Kozak ~ Wellfleet Memorial Garden ~ Sunday September 25, 2022; 2pm – 6pm.
- D. Pan Mass Challenge ~ Allan Eyden, Road Coordinator ~ Portions of LeCount Hollow Road, Ocean View Drive, Long Pond Rd, and Lawrence Road ~ Sunday August 7, 2022; 5am – 8am
- E. Judy Taylor ~ Reappointment to Local Housing Partnership
- F. Fire Department Purchase Order ~ Fire Truck, approved at Town Meeting ~ Chief Pauley
- G. Department of Public Works Purchase Order ~ John Deere Loader, approved at town meeting 2022

Chair Ryan Curley Moved; Board Member Wolf seconded; and it was voted to approve the consent agenda with exception of item C and G which were removed and voted on separately.

Roll Call Vote: 5-0

Below are the items taken out of the consent agenda:

- H. **(C)** Hardship Commercial Shellfishing permit ~ Jeremy Storer & Todd Mindrebo ~ Shellfish Constable Nancy Civetta ~ **Bacon asked to be taken out of consent agenda.**

Civetta spoke to the board explaining they were unaware of the regulation; they are asking for a hardship license. Bacon questioned the criteria for a hardship license. Civetta read the regulations. Bacon stated her reluctance to grant this hardship. They discussed it. Chair Curley spoke to Civetta asking some questions about the two individuals looking for the hardship. The board discussed this.

Chair Curley Moved; Board Member Carboni Seconded; and it was voted to direct the shellfish constable to issue a commercial shellfishing permit to Jeremy Storer & Todd Mindrebo per section 6.1.5 hardship exemption.

Roll Call Vote: 4-0 (DeVasto Recused).

- I. **(G)** Access Agreement for Herring River Restoration ~ Judith Ellis, Jonathan Hirsch, & Robert Meek **(Carboni took out due to recusal.)**

Chair Curley Moved; Board Member Wolf Seconded; and it was voted to approve the access agreements for the Herring River Restoration

Roll Call Vote: 4-0 (Carboni recused)

III. ***Use of Town Property ~ 9:10pm***

- A. Paddle Cape Cod ~ Benten Niggel ~ May 2022 through September 2022, 8am to 8pm. ~ See packet for full application

Chair Curley spoke to Niggel about his application and the use of property.

Niggel spoke to the board stating that this is a seasonal business. Chair Curley stated that Niggel was late in the season last year. Niggel was asked why he is applying so late for a use of town property in Wellfleet. Chair Curley spoke to Niggel about the cost of fees for each landing. Niggel spoke to the board stating that he didn't realize there was a fee for each landing and stated he would reduce the use of landings due to that cost. He would be willing to compromise. He stated he would only use Mayo Beach and Long Pond as those are the ones that he would use regularly. There were many questions about the equipment being unattended. Niggel stated he works diligently to not have his equipment unattended, stating that he tries to have a 30 minute to 1 hour call ahead time.

Board Member Bacon Moved; and it was voted to approve the use of the town landings Long Pond and Mayo Beach to Benten Niggel Paddle Cape Cod for a fee of \$500.

Roll Call Vote: 5-0

IV. Board/Committee, & Department Updates

A. Dredging Update ~ Will Sullivan/Board Member Wolf

Robbins gave a presentation about the background of the dredging project he was stopped halfway through the slide show by board member John Wolf stopped the presentation and spoke to the board about the lobbyist not receiving any information from the Army Core of Engineers. He asked for an explanation from Robbins, he read the Dredging Task force charge to the board and public. Wolf continued stating his concerns regarding the permit from the Army Core. Sullivan answered Wolf's allegations and why the process was the way it was. They continued to debate the issue regarding dredging and discussing the lobbyist and the army core of engineers. Aberdale got up to the microphone and spoke about his 11 years of experience with the Dredging Task Force and his work with the lobbyist. Bacon spoke to the board regarding the packet and its size. She spoke to the dredging and how concerned she is. It was discussed if the harbor was a maintenance dredge or improvement dredging. Bacon questioned who the people were that the town was working with regarding the Army Core of Engineers. Robbins spoke to the board stating that he and the harbormaster have a very good working relationship with the Army Core and Aberdale's comments were a bit misleading. The dredging continued to be discussed and the clarification of the dredging and its status.

Bacon finished her comments by stating she is against this mitigation and the area they are looking to do.

Chair Curley had questions about dredging and mitigation. He spoke about problems he had with this list of mitigations. He also stated his concerns. The HDYLTA parcel was discussed. The board discussed the dredging and the state of the dredging process, who would be making decisions and when. This conversation lasted over an hour with the staff and the engineer. Felix spoke to the board regarding the speediness of dredging and the ability to do so. Waldo questioned some aspects of the areas for dredging. He spoke to his concerns with the dredging and questioned timing and cost.

Chair Curley Moved; Board Member DeVasto Seconded and it was voted to submit to the Army Core of Engineers for potential mitigation credits for the properties transferred to the care and custody of the Conservation Commission since 2010

Roll Call Vote: 5-0

The board discussed the black custard (aka mud) and the evaluation of the mud in the property. Robbins explained that they are working on the evaluation of the property and the organisms/animals living in that area. What the risks are, Chair Curley questioned the benefits of the area once the mud is removed.

Board Member Wolf wanted to discuss and extend the lobbyist's contract. Carboni questioned the ability to finance the contract. DeVasto spoke to the agenda and not able to vote on at this meeting. Waldo spoke of his concerns removing money from the town administrators budget due to other financial matters that are being financed through the town administrators' budget. DeVasto called point of order.

Sullivan spoke to the board thanking the people who worked on the dredging throughout Wellfleet and spoke to the 5.1 million dollars the town has received in dredging. He stated his appreciation to the town for this opportunity and the taxpayers who have helped to fund this. Wolf apologized to Sullivan for making him feel as if he were on trial. Sayer spoke to the board asking if the state would be able to step in to override the Army Core of Engineers.

V. **Business**

- A. Warrant for 2022 State Primary Election ~ Town Clerk, Jennifer Congel
Chair Curley Moved; Board Member DeVasto Seconded; and it was voted to approve the warrant and designate the chair to sign on behalf of the board.

Roll Call Vote: 5-0

- B. Review Special Town Meeting Warrant ~ Vote to Insert and Recommend Articles.

Waldo gave an update on the warrant and the changes that were made to the warrant. Updating the board on Maurice's Campground and the monies for the campground purchase. He stated the board needs to make a decision on whether the meeting will be held indoors or outdoors. He stated the DPW went ahead and secured a tent as there weren't many available for the date. He went through the warrant, He addressed the capital budget and some things that were moved off and some items that needed to be added, stating the Fire Department needed a new pickup truck as it was having many issues. The truck replacement would be funded by the ambulance fund. The DPW had bathroom repairs on there but they are going to try and fund those items through the CPC and see if they are able to fund that rather than town meeting. He discussed the Briar Lane project needing to be done sooner rather than later.

He continued with the warrant articles that were moved and ones that were being kept on the warrant. He spoke about the stairs at long pond that was originally pushed off but has been requested by the Community Service Director due to their unsafe conditions.

Article for a Human Resource Director: Waldo updated the board on that position and what that position would be responsible for.

Chair Curley Moved; Board Member Wolf Seconded; and it was voted to recommend the article for the Human Resource Director into the Special Town Meeting Warrant.

Roll Call Vote: 5-0

Board Member DeVasto Moved; Chair Curley Seconded; and it was voted to recommend the Wellfleet Fauna and Flora Survey.

Roll Call Vote: 4-1 (Bacon voted No)

Board Member DeVasto Moved; Chair Curley Seconded; and it was voted reconsider the insertion and recommendation of the Fauna Survey.

Roll Call Vote: 5-0

Chair Curley Moved, Board Member DeVasto Seconded, and it was voted to insert and recommend the Natural Resources Advisory Committee Harbor Fauna and Flora Survey into the Special Town Meeting Warrant.

Roll Call Vote: 5-0

Duane spoke to this survey and stated that this was a survey that was done over 50 years ago and needed to be redone to help the shellfishing industry. Duane answered some questions regarding this survey and the benefit it would give to the harbor. He stated what the report would incorporate.

The board discussed the appraisal for the campground. Waldo stated they should have the appraisal by the August 9th meeting and if not, they could make a recommendation on town meeting floor. The board discussed the appraisal. Campground enterprise fund or revolving fund: Waldo stated he is still working with town counsel to decide which fund would be better for the town. There will be a question on the ballot box at the town's election to raise and appropriate which could be between \$100,000 to \$200,000 dollars.

They discussed the plastic water ban which was previously voted to insert. Waldo has an update on his wording on this.

Chair Curley moved; Board Member wolf Seconded; and it was voted to recommend the general bylaw amendment for the plastic water bottle ban.

Roll Call Vote: 3-2

Board Member DeVasto Moved; Chair Curley Seconded; and it was voted to recommend the zoning bylaw amendment for the feeding of wildlife into the special town meeting warrant.

Roll Call Vote: 4-1 (Bacon voted no)

Chair Curley Moved; Board Member DeVasto Seconded; and it was voted to recommend the zoning bylaw amendment; cottage colonies into the special town meeting warrant.

Roll Call Vote: 5-0

Chair Curley Moved; Board Member DeVasto Seconded; and it was voted to recommend zoning bylaw amendment for affordable dwelling development into the special town meeting warrant.

Roll call Vote: 5-0

Chair Curley stated he would like Suzanne Thomas to write the summary for Maguires landing in the warrant as she is familiar with the history of it.

Spring request for the selectboard to be all one word.

C. Selectboard Goals ~ Review **Postponed to the August 9th meeting**

D. Committee Liaison Policy ~ Board Member Barbara Carboni

Board Member Carboni spoke to the board regarding the policy that she was bringing forward tonight. She explained the policy to the board. Bacon questioned open meeting law and how this would affect it. Carboni stated she didn't feel this would affect open meeting law. They discussed this. Bacon stated she would like to run this by town counsel. Carboni explained she works in Truro and there isn't an issue there. Deliberation is an issue and if there isn't deliberation on the board's behalf there shouldn't be an open meeting law issue. Some of the members stated that they don't have the bandwidth to be a liaison. Carboni stated she would be willing to withdraw her proposal.

Chair Curley Moved; Board DeVasto Seconded; and it was voted to have Eldridge draft a letter on behalf of the board to the committees and board chairs asking if they would like a selectboard liaison.

Roll call vote: 5-0

E. Designate Committee Liaisons ~ Selectboard Members

No Action was taken and will revisit this in a future meeting.

F. Letter to Congressional Delegations re: Discharge of Nuclear Waste into Plymouth Bay ~ **Taken out of order following the warrant**

Chair Curley stated that town counsel sent this letter to them to consider and send the letter on behalf of the town of Wellfleet. Eldridge will put it on letterhead

Chair Curley moved; Board Member DeVasto Seconded; and it was voted to approve the letter written to the Congressional Delegates and send it on the behalf of the Selectboard.

G. Financial Policies ~ Chair Ryan Curley ~ **Postponed to another meeting**

VI. ***New Business***

VII. ***Selectboard Reports***

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

Waldo gave his report and department head updates.

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

Board Member Wolf would like to discuss a mechanism to get more detailed reports on a regular basis.

X. ***Vacancy Report***

Please see the packet for a full vacancy report

XI. ***Minutes***

A. June 23, 2022, ~ **Chair Curley Moved; Board Member Carboni Seconded; and it was voted to approve the minutes as amended at the meeting by Chair Curley**

Roll Call Vote: 5-0

B. July 12, 2022, ~ **Chair Curley Moved; Board Member Wolf Seconded; and it was voted to approve the minutes as drafted**

Roll Call Vote: 5-0

C. July 19, 2022, ~ **Chair Curley Moved; Board Member Carboni Seconded; and it was voted to approve the minutes as amended by Carboni.**

Roll Call Vote: 5-0

XII. ***Adjournment***

Chair Curley Moved; Board Member Wolf Seconded, and it was voted to adjourn.

Roll Call Vote: 5-0

Meeting adjourned 10:30pm

Public Documents

Letter from Jennifer Congel about new state election requirements, appointing the police chief to designate and officer for each election

Community Preservation Grant Agreements

Herring River Restoration Project Access Agreements

Application for use of town property

Live for Lou ~ Memorial Garden

Pan Mass Challenge ~ assorted roadways in Wellfleet

Letter for shellfishing hardship license ~ Jeremy Storer & Tim Mindrebo

Fire Department Purchase order

DPW Purchase order

Application Paddle Cape Cod ~ Benton Niggel

Dredging paperwork ~ emails, documents & awards

Warrant for 2022 state primary election

Special town meeting draft warrant

Letter to congressional delegations re nuclear waste

Financial policies

Town Administrator update

Vacancy Report

Meeting Minutes

6/23/22

7/12/22

7/19/22

***Wellfleet Selectboard
Tuesday August 9, 2022; 6pm
Virtual Meeting ~ Zoom
Meeting Minutes***

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

Others Present: Richard Waldo, Town Administrator; Rebekah Eldridge, Executive Assistant; Daniel Silverman, Town Moderator; Michael Hurley, Police Chief; Jay Norton, DPW Director

Chair Curley called the meeting to order at 6:03pm

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.

- Silverman announced to the board and public he is the vice president of the board the “Fleet Fund” and they have having a concert stating that half the income they make for the upcoming performance will be donated to the Fleet Fund. He encouraged people to go and support them.
- Waldo stated they are running a test tonight with the media services to live stream this and other meetings to the television channel 18 the public access channel.

II. *Consent Agenda*

A. Dredging Bid Recommendation ~ Rebecca Roughley **Removed to August 16, 2022**

III. *Business*

A. Discuss and Vote on location of Special Town Meeting June 10, 2022

- The board discussed with Silverman about where the town meeting should be held. It was stated that it was safer at this time to hold the special town meeting outdoors at the Wellfleet Elementary School Ballfield to ensure people felt comfortable given the still rising numbers of Covid. The tent has been reserved so that aspect is good. Bacon stated her concern on how the town would pay for this town meeting. She questioned to costs. She questioned the covid numbers in the town. Eldridge stated to the board that at this time it is hard to get an exact number on the covid cases as it is all based on self-reporting. Silverman read the email between him and the health agent who recommended meeting outdoors as there is a great deal of uncertainty.

Chair Curley Moved; Board Member Carboni Seconded; and it was voted to have Wellfleet hold its fall Special town meeting at the Wellfleet Elementary School Ball Field.

Roll Call Vote: 5-0.

B. Closing of the Special Town Meeting Warrant ~ Selectboard

Waldo shared his screen and showed the board what he had been working on regarding the warrant. He went through the articles that the board had yet to vote to recommend on.

He explained that prior year invoices have been amended because he received additional expenses that came in after he sent them the "final draft"

- **Chair Curley Moved; Board Member DeVasto Seconded; and it was voted to recommend Article One Prior Year Invoices as printed in the warrant.**

Roll Call Vote: 5-0.

Waldo moved on to the next articles. He explained that free cash is not yet certified and there is concern if it will be certified before the special town meetings. Bacon expressed her concern that this is not done yet. Waldo explained to her and the board that he has spoken with DOR and they stated to him to keep these items on the warrant but certifying free cash was not on their top priority at this time.

- **Chair Curley Moved; Board Member DeVasto Seconded; and it was voted to recommend Article Two FY 2023 Capital Budget as drafted.**

Roll Call Vote: 5-0

Carboni stated that it might be a good idea to have a statement regarding free cash, so the public knows what is happening. He explained all free cash articles will be postponed if it isn't certified by special town meeting.

Waldo moved onto the Acquisition of Campground Property (Maurice's Campground). Bacon stated she would like to change her vote on this article. She explained that she wants to postpone her recommendation. Chair Curley explained that the article would need to be reconsidered because it was binding. Bacon stated she made a mistake. It was explained to her that she would need to motion to reconsider the vote to recommend. They discussed how important this vote to recommend this article as a united board. Bacon agreed but stated she still wanted to wait on her vote for recommendation until the special town meeting, she wants to do more homework.

Board Member Bacon moved, Board Member DeVasto Seconded; to reconsider the vote to recommend Article 6; acquisition of Campground Property.

Roll Call Vote: 4-1 (Wolf voted no)

Chair Curley Moved; Board Member Carboni Seconded; and it was voted to recommend Article 6; Acquisition of Campground Property.

Roll Call Vote: 4-1 (Bacon voted no)

The board moved on to Article 7, Community Preservation article Maurice's Campground Housing restriction; Waldo gave some details on this Article 8, Maurice's Campground Operational Costs was the next item to be discussed on the warrant. Waldo explained how this article is worded. The board

discussed the operational costs and DeVasto explained that although there are costs there are revenues that will benefit the town.

Chair Curley Moved; Board Member Carboni Seconded; and it was voted to insert and recommend Article 8, Maurice's Campground Operational Costs.

Roll Call Vote: 4-0-1 (Bacon Abstained)

The board continued going through the warrant. Bacon questioned the finance committee recommendations. They discussed that the finance committee will be meeting but their recommendations will not be in the printed warrant. They will make those at the town meeting.

Waldo moved on to Article 14, Town Bylaw Amendment for the Natural Resource Advisory Board Chair Curley stated this was not a bylaw change it is a revision to the charge.

Chair Curley Moved; Board Member Carboni Seconded, and it was voted to recommend Article 14, Town Charge Amendment for the Natural Resource Advisory Board.

Roll Call Vote: 5-0

Waldo moved onto the animal bylaw article. He gave some explanations on the changes that were made. He continued down the warrant.

Chair Curley Moved; Board Member DeVasto Seconded; and it was voted to close the fall Special town meeting warrant.

Roll Call Vote: 5-0

C. Special Election Warrant

Waldo presented to the board the 3 articles under the special election warrant. He explained all three.

Chair Curley Moved; Board Member Wolf Seconded; and it was voted to insert question one, question tow, and question three into the fall special town meeting warrant and election.

Roll Call Vote: 5-0

Chair Curley Moved; Board Member DeVasto Seconded; and it was voted to close the special town election warrant.

Roll Call Vote: 5-0

IV. ***Adjournment of Open Session to Enter into Executive Session not to return into Open Session ~ Postponed until August 30, 2022***

A. To discuss the reputation, character, physical condition or mental health, rather than professional competence, of an individual, or to discuss the discipline or dismissed of, or complaints or charges brought against, a public officer, employee, staff member or individual

V. ***Adjournment***

Chair Curley Moved; Board Member DeVasto Seconded and it was voted to adjourn

Roll Call Vote: 5-0

Meeting adjourned 6:50pm

DRAFT *** A full recording of tonight's meeting can be found on the town's website ***

Public Documents

Special Town Meeting Warrant for September 10, 2022



Wellfleet Selectboard

Note: Start Time of 7pm

The Wellfleet Selectboard will hold a public meeting on **August 16, 2022, at 7:00 p.m.** Under 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 be recognized to speak. If attending a meeting in person, please find the closest available microphone and confine any personal conversations to outside the meeting room. Anyone may record the session but must notify the Chair and may not interfere with the meeting to record it.

I. *Announcements, Open Session and Public Comments*

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

II. *Consent Agenda*

- A. Waiver of Appraisal and Damages for Wellfleet Conservation Trust to be signed by Selectboard
- B. Order of taking ~ Herring River Restoration Project
- C. Marina Fuel Tanks ~ Rebecca Roughley, ATA
- D. Christina Black ~ DPW Parking lot (off hours) Friday September 9, 2022; 5pm-11pm; Sunday September 11, 2022; 8am-12pm
- E. Colin McGuire ~ Overflow Parking at White Crest Beach ~ October 22, 2022; 3pm-11pm
- F. Tax Insert for fall taxes for: Wellfleet Targeted Watershed Management Plan ~ Hillary Lemos, Health & Conservation Agent
- G. Appointment to the Clean Water Advisory ~ Hillary Greenberg Lemos ~ Health & Conservation Agent.
- H. Approval of Letter advocating for electric school busses.
- I. Special Police Officer Appointment/ Animal Control Officer ~ Jacob Berrick

- III. ***Licenses***
 - A. General Business License ~ Jaqueline Scott ~ Commercial Signage
 - B. General Business License ~ Frying Pan Gallery ~ Steven Swain
- IV. ***Business***
 - A. Presentation for 80 State Highway/Maurice's Campground Working Group information update
 - B. Request of variance from the Wellfleet Board of Health 80 State Highway/Maurice's Campground.
 - C. Selectboard goals ~ Selectboard Goals
 - D. Final Grant Agreement to fund Herring River Restoration Project Phase 1
 - E. Approval of Code of Conduct Policy
 - F. Liaisons ~ Go through the list of committees that would like a selectboard member as a liaison
 - G. Financial Policy ~ Chair Curley
- V. ***New Business***
- VI. ***Selectboard Reports***
- VII. ***Town Administrator's Report***
- VIII. ***Topics for Future Discussion***
- IX. ***Vacancy Reports***
- X. ***Minutes***
 - A. August 2, 2022
 - B. August 9, 2022
- XI. ***Adjournment***



SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: August 16, 2022

X

ADJOURNMENT

REQUESTED BY:	Selectboard Chair Ryan Curley
DESIRED ACTION:	To Adjourn
PROPOSED MOTION:	I move to Adjourn
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____