



Wellfleet Selectboard

PLEASE NOTE START TIME 7PM

The Wellfleet Selectboard will hold a public meeting on **July 12, 2022, at 7:00 p.m.** Under Chapter 20 of the Acts of 2021, this meeting will be conducted solely by the Zoom platform. **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. Jacob Puffer ~ Natural Resources Advisory Board
- B. Taxation Aid Fund Fall Tax Insert ~ Dawn Rickman
- C. Douglas Stout ~ Marina Advisory Committee
- D. Mac's Shack ~ One day Weekday entertainment License ~ September 23, 2022

III. *Public Hearings*

- A. Wellfleet Traffic Rules and Regulations to be amended

IV. *Use of Town Property*

- A. Harbor to the Bay ~ David Whitman ~ September 17, 2022, from 12pm-5pm
- B. Amend Original Use of town Property ~ Wellfleet SPAT
- C. Jack's Boat Rental ~ Mike Schiller ~ 9am-5pm, summer season until September 18, 2022. ~ drop off areas Long Pond, Powers Landing, Mayo Beach, Pleasant Point Indian Neck, and Gull Pond.

- V. ***Business***
 - A. Route 6 Main Street 100% project design ~ Jay Norton
 - B. Right of Entry ~ Route 6 Main Street ~ Mass DOT ~ Erik Kristensen
 - C. NRCS Grant ~ Jay Norton
 - D. Policy on use of Public Buildings ~ John Wolf
 - E. Code of Conduct ~ Ryan Curley, Chair
 - F. Remote Participation Policy ~ TA Rich Waldo
 - G. Selectboard Goals ~ Review 2022 and create 2023
 - H. Application for funding to be submitted to the Community Preservation Committee relative to Maurice's Campground ~ Ryan Curley, Chair
 - I. Statement from the Selectboard to the ZBA regarding 95 Lawrence Rd ~ Ryan Curley, Chair
 - J. Review Draft Special Town Meeting Warrant
 - K. Selectboard liaisons ~ The board to decide liaisons for town committees ~ Barbara Carboni
- VI. ***Selectboard Reports***
- VII. ***Town Administrator's Report***
- VIII. ***Topics for Future Discussion***
- IX. ***New Business***
- X. ***Vacancy Reports***
- XI. ***Minutes***
 - A. November 2, 2021
 - B. May 24, 2022
 - C. June 28, 2022
- XII. ***Adjournment***



SELECTBOARD

AGENDA ACTION REQUEST

Meeting Date: July 12, 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 _____



COMMITTEE HIGHLIGHT
WELLFLEET
CONSERVATION
COMMISSION

Vacancies: 1 Full Position 2. Alternates

*Protection of natural resources and
coastline.*

*Oversees land held by the conservation
commission.*

*Granular details on how climate change is
impacting Wellfleet, both now and in the
future.*

*Interested in Volunteering? Email
townclerk@wellfleet-ma.gov*



SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: July 12, 2022

II

CONSENT AGENDA

REQUESTED BY:	Various Parties
DESIRED ACTION:	To approve the following without objection
SUMMARY:	I move to approve the following items with no objection: <ul style="list-style-type: none">• To appoint Jacob Puffer to the Natural Resources Advisory Board for a three-year term and, after being sworn in by the town clerk, to serve in compliance with the Town Charter and all applicable state and local laws, regulations and policies.• To approve the taxation aid fund, fall tax insert• To appoint Douglas Stanley to the Marina Advisory Committee for a three-year term and, after being sworn in by the town clerk, to serve in compliance with the Town Charter and all applicable state and local laws, regulations and policies.• To approve Mac's Shack for a One Day Entertainment License to be granted for September 23, 2022



TOWN OF WELLFLEET
APPLICATION FOR TOWN BOARDS & COMMITTEES MEMBERSHIP

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

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

Name Jacob Puffer Date 6/2/22

Mailing Address P.O. Box 1020
Wellfleet, MA 02667

Phone (Home) _____ (cell) 5082379504

E-mail Puffeja@gmail.com

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

- 14 years shellfish farming
- 10 years wild oyster picking
- 10 years shellfish Advisory
- 5 years Mayo Creek Restoration Committee

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

• BA Communications

Committees/Boards of Interest: 1) Natural Resources Advisory
2) _____
3) _____

TAXATION AID FUND ASSISTS HOMEOWNERS WITH PROPERTY TAXES

- * For Wellfleet Homeowners age 55+ or disabled at any age, AND
- * Low income below \$42,000 for single resident, or below \$55,000 for household/owners
Application is available from Town Treasurer, or download at www.wellfleet-ma.gov
Assistance filling out form is available through Council on Aging at 508-349-2800

(Note – All information submitted is highly confidential)

TAXATION AID COMMITTEE IS ASKING FOR DONATIONS TO THE FUND

All money for the Taxation Aid Fund is through voluntary donations dedicated directly to the Fund, (not out of Town budget). The Fund is running low!! Please, can you help?

Make check payable to: "Wellfleet Taxation Aid Fund"

Mail with this insert to: T.A.F., Town Hall, 300 Main Street, Wellfleet MA 02667. Thank you!

Name: _____ Amount: \$ _____

Mailing Address: _____

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Mailing Address: _____



TOWN OF WELLFLEET
APPLICATION FOR TOWN BOARDS & COMMITTEES MEMBERSHIP

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FILL OUT THE FORM BELOW and mail it to:

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

Name Douglas A. Straus Date: July 7, 2022
Mailing Address: 59 Glen Street, Dover, MA 02030
Wellfleet Address: 60 Meadow View
Phone (Home) 508-785-9085, Wellfleet: 508-349-9835
cell: 617-930-5997, E-mail: dstraus@natdev.com

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

I have been in the real estate industry for 35+ years, focused primarily in the development and construction of a variety of product types including multi-family residential, hospitality, industrial, retail and Class A mixed-use projects. I also have extensive financial management and property management expertise. I have been involved with numerous community, industry and philanthropic committees, and participate regularly with boards and committees in towns and cities where we own and develop properties.

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

Earlier in my professional career, I managed the largest marina in the Boston Shipyard Quarters Marina in the Charlestown Navy Yard. This 350 slips full-service facility had been poorly managed and was in need of major repair. I spent three years re-positioning the asset to become the best-in-class marina facility on Boston Harbor. As a real estate development specialist, I have spent my career creating safe, functional and enjoyable spaces. My family has owned a vacation home in Wellfleet for over forty years and has boated out of the harbor for many of those years. I am well aware about how the marina operates and I look forward to applying my skill set and experiences to help guide the operation, maintenance and capital replacements of the town's marina facility.

Committees/Boards of Interest:

- 1) Marina Advisory Committee



Town of Wellfleet
300 Main Street
Wellfleet, MA 02667

2021

BUSINESS LICENSE APPLICATION

Fee
BOH Fee
Processing Fee
TOTAL

Business Name/Map/Lot Mac's Shack 21/29

Mailing Address PO Box 1768

Town/State/Zip Wellfleet, MA 02667

Business Street Address 91 Commercial Street, Wellfleet, MA 02667

Business Telephone 508-349-6333 Cell 774-722-0514 Federal ID Number 04-3494456

Manager MacGregor Hay E-Mail Address info@macsseafood.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 - One Day Entertainment | Driver | CMT |
| Food Truck | Trash Hauler | Bed & Breakfast |

If applicant is an individual or partnership, please answer below:

a. Telephone _____

b. Name _____

c. Mailing Address _____

a. Telephone _____

b. Name _____

c. Mailing Address _____

If applicant is a corporation or trust, please answer below:

List the titles of all officers and manager:

Title	Full Name	Home Address
President	MacGregor Hay	100 Coles Neck Road, Wellfleet, MA 02667
Treasurer	Samuel Bradford	30 Quail Run, Wellfleet, MA 02667

Corporate or Trust Name Wellfleet Harbor Seafood Co., Inc.

Corporate Mailing Address PO Box 1768, Wellfleet, MA 02667

Corporate Telephone 508-214-3290

Establishment is open 7 months a year. Total seating capacity 90 Take-out service only? No

Name of Certified Food Handler (s) _____ P.I.C. _____

Does establishment have outside seating? Yes Seating Capacity 18 Is area enclosed? Yes

If seating capacity are over 25, person Chokesaver Certified: MacGregor Hay

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]
*Signature of Individual or Signature of Corporate Officer w/Title (Mandatory)

Wellfleet Harbor Seafood Co., Inc dba Mac's Shack
Corporate Name (Mandatory if Applicable)

04-3494456
Federal Identification No.

June 10, 2022
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? N/A Fire Alarm? _____ Police Alarm? _____

Company name, number _____

FOR OFFICE USE ONLY BELOW THIS LINE

Department Head or Designee Signatures

Police	_____	Date	_____	Comment	_____
Fire	_____	Date	_____	Comment	_____
Tax	_____	Date	_____	Comment	_____
Building	_____	Date	_____	Comment	_____
Health	_____	Date	_____	Comment	_____

Received ✓ By (initials) RRE Fee Received \$50.00 Insurance _____ Date Issued _____



Mac's Shack, located at 91 Commercial Street in Wellfleet, is requesting a one-day entertainment license for a 75-person wedding, starting at 4pm ending at 10pm on Friday, September 23, 2022.

The entertainment will consist of a DJ & Dance floor, which will be located inside the building. The tent will be used for cocktail hour and dinner service.



TOWN OF WELLFLEET

300 MAIN STREET WELLFLEET MASSACHUSETTS 02667
Tel (508) 349-0300 Fax (508) 349-0305
www.wellfleet-ma.gov

BOARD OF SELECTMEN

ADMINISTRATION FEES EFFECTIVE JULY 1, 2016

Business License Filing Fee	\$50.00
Use of Town Property Filing Fee	\$50.00
Noise Bylaw Waiver	\$50.00
Registration	\$25.00
Taxi Cab	\$75.00
Taxi Operator/Driver	\$50.00
Auctioneers - year	\$40.00
Auctioneers - day	\$35.00
Automatic Amusement	\$30.00
Junk Collector	\$50.00
Entertainment - One Day	\$50.00
Entertainment - Sunday	\$50.00
Entertainment - Weekday	\$75.00
General Retail	\$75.00
Common Victualler	\$100.00
Innholder	\$100.00
Class II	\$125.00
Class IV	\$75.00
Flea Market	\$550.00
Charter Boat Booth	\$100.00
Liquor License Filing Fee	\$50.00
Annual - All Alcohol Restaurant	\$1,500.00
Annual - All Alcohol Package Store	\$1,500.00
Annual - Beer & Wine Restaurant	\$1,375.00
Annual - Beer & Wine Package Store	\$1,375.00
Seasonal - All Alcohol Restaurant	\$1,600.00
Seasonal - All Alcohol Innholder	\$1,600.00
Seasonal - All Alcohol Package Store	\$1,600.00
Seasonal - Beer & Wine Restaurant	\$1,450.00
Seasonal - Beer & Wine Package Store	\$1,450.00
Seasonal License Extension	\$125.00
One Day Beer & Wine	\$100.00
One Day All Alcohol	\$150.00



Check Please:

Town of Wellfleet \$50

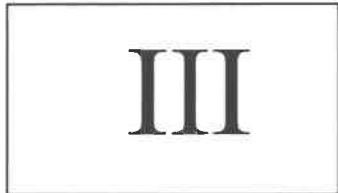
One - Day Entertainment Licence
for Sept. 23 wedding — Mre's Shack

OK AV



SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: July 12, 2022



PUBLIC HEARINGS

~ A ~

REQUESTED BY:	Ryan Curley ~ Chair
DESIRED ACTION:	To review and vote on the amendments of the Wellfleet Traffic Rules and Regulations
PROPOSED MOTION:	I move to approve the amendments made to the Wellfleet Traffic Rules and Regulations – as made at tonight’s meeting. To be put into effect immediately
SUMMARY:	
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____

WELLFLEET SELECT BOARD

PUBLIC HEARING NOTICE

Notice is hereby given that the Wellfleet Selectboard, acting by virtue of the power given to it by Chapter 40, Section 22, of the General Laws (Ter. Ed.) and by virtue of any other power it hereto enabling, hereby adopts and makes the following rules and orders for the regulation of traffic upon the streets and highways of said Town, the same to be known as Traffic Rules and Orders of the Town of Wellfleet insofar as the said rules and orders or any of them are the same as any valid regulations, rules and orders now in force, they shall be deemed to be a continuation thereof. By vote under Article 5 of the October 5, 1981 Special Town Meeting the Town accepted Chapter 90, Section 20A½ of the General Laws (Ter. Ed.), By vote under Article 41 of the June 11, 2022 Annual Town Meeting, the Town accepted Chapter 90, Section 17C of the General Laws, (Ter. Ed). Shall hold a virtual and in-person public hearing on **TUESDAY, JULY 12, 2022, AT 7:00 P.M.** at the Wellfleet ACC, 716 Old Kings Hwy, Wellfleet, MA 02667 to consider the following:

Establishing 25 mph zones on the following public roadways: Main St, E. Commercial St, Commercial St, Kendrick Ave, Railroad Ave, Bank St, Whits Ln, Briar Ln, Mill Hill Rd, School St, Lawrence Rd, Long Pond Rd, Lt. Island Rd, Cahoon Hollow Rd, King Philip Rd, Indian Neck Rd, Nauset Rd, LeCount Hollow Rd, Pleasant Point Rd, Pond Ave.

Erecting All-Way stop Signs at the intersections: Chequessett Neck Rd & Kendrick Ave. Cove Rd, Indian Neck Rd, and Pilgrim Spring Rd.

Typographical Changes throughout Wellfleet's TRAFFIC RULES AND ORDERS

Published: Independent, July 7,
2022

Potential 25 Mph Zones

1. Village Core

- a. Main Street to West Main Street
- b. East Commercial St
- c. Commercial Street
- d. Kendrick Ave to 100 ft West of Western Entrance to Mayo Beach Parking Lot
- e. Rail Road Ave
- f. Bank Street
- g. Whits Lane
- h. Holbrook Ave
- i. Briar Lane from Intersection of Main Street and Briar Lane to 100 ft East of Mill Hill Rd.
- j. Mill Hill Rd
- k. School Street
- l. Lawrence Rd
- m. Long Pond Rd starting from the intersection of Main St and Long Pond Rd to 100 ft East of the intersection of Lawrence Rd

Rationale: Thickly settled, Heavily Trafficked, and many other users besides vehicles. Frequently narrow roads. Many are without sidewalks. Setting a uniform speed limit within this area will increase compliance.

2. Other Locations

- a. Long Pond Rd from 100 West of Forrest Rd to 200 ft West of the Long Pond Parking Lot.
Rationale: Popular beach with the parking on the opposite side of the street with many pedestrians.
- b. Cahoon Hollow Rd from Rt 6 to 100 feet east of Old Kings Hwy
Rationale: Approach to a very dangerous high crash intersection that is exacerbated by the curb cuts onto Cahoon Hollow Rd from a popular restaurant and the slope of the road.
- c. King Philip Rd from Indian Neck to Hiawatha Rd
Rationale: Busy and very narrow, only one car can pass at a time has a hill on both sides obscuring vision. Town owns to Hiawatha Rd
- d. Indian Neck & Nauset Rd from Lone Rd to 700 Ft North of Samoset/ N. Samoset Intersection.
Rationale: S curve, with an intersection, a small beach that is very busy during recreational shellfishing days in the summer, with many walkers, runners, and bicyclists.
- e. Lecount Hollow Rd from Intersection of Rt 6 to 500ft East of intersection with the Cape Cod Rail Trail.
Rationale: Approach to a very dangerous high crash intersection that is

exacerbated by the curb cuts for businesses and their parking lots and the bike trail parking lot as well as the bike trail crossing.

- f. Pleasant Point Rd from 100 feet North of Ashland Street to Pond Ave. and Pond Ave From Intersection Of Pleasant PPoint Rd to the intersection with Spruce St, Arrowhead St & Ash Street

Rationale: Complexity of intersection many other users besides vehicles pleasant point rd has a very steep slope.

~~July 8, 1966~~
~~07/08/1960~~
~~Amended March 13, 1995;~~
~~03/13/1995~~
~~Feb. 24, 2003; March 23, 2004;~~
~~02/24/2003, 03/23/2004~~
~~June 22, 2004; Feb 22, 2011;~~
~~06/22/2004, 02/22/2011~~
~~June 18, 2013; May 13, 2014;~~
~~06/18/2013, 05/13/2014~~
~~December 9, 2014;~~
~~12/09/2014~~
~~June 28, 2016~~
~~06/28/2016~~
~~___/___/2022+~~

TRAFFIC RULES AND ORDERS

At a meeting of the Board of Selectmen* held in Wellfleet on July 8, 1966, the following vote was duly passed:

The Board of Selectmen* of the Town of Wellfleet, acting by virtue of the power given to it by Chapter 40, Section 22, of the General Laws (Ter. Ed.) and by virtue of any other power it hereto enabling, hereby adopts and makes the following rules and orders for the regulation of traffic upon the streets and highways of said Town, the same to be known as Traffic Rules and Orders of the Town of Wellfleet insofar as the said rules and orders or any of them are the same as any valid regulations, rules and orders now in force, they shall be deemed to be a continuation thereof.

By vote under Article 5 of the October 5, 1981 Special Town Meeting the Town accepted Chapter 90, Section 20A½ of the General Laws, (Ter. Ed.) By vote under Article 41 of the June 11, 2022 Annual Town Meeting, the Town accepted Chapter 90, Section 17C of the General Laws, (Ter. Ed).

ARTICLE I

DEFINITIONS

For the purpose of these rules and orders, the words and phrases used herein shall have the following meanings except in those instances where the context clearly indicates a different meaning.

- (a) Street or Highway The entire width between property lines of every way opens to the use of the public for the purpose of travel.

*Note the name of the Board of Selectmen was changed in 2018 to the Selectboard, when referring to historical actions these Rules and Orders will use the official term then extant

- (b) Roadway That portion of a street or highway between the regularly established curb lines or that part, exclusive of shoulders, improved and intended to be used for vehicular traffic.
- (c) Lane A longitudinal division of a roadway into a strip of sufficient width to accommodate the passage of a single line of vehicles.
- (d) Vehicle Every device in, upon or by which any person or property is or may be transported or drawn upon any street or highway, including bicycles when the provisions of these rules are applicable to them, except other devices moved by human power or used exclusively upon stationary rails or tracks.
- (e) Parking The standing of a vehicle, whether occupied or not, otherwise than temporarily for the purpose of and while actually engaged in loading or unloading, or in obedience to an officer or traffic signs or signals, or while making emergency repairs or, if disabled, while arrangements are being made to move such vehicle.
- (f) Official Traffic Signs All signs, markings and devices, other than signals, not inconsistent with these rules and orders, and which conform to the standards prescribed by the Department of Public Works of the Commonwealth of Massachusetts and placed or erected by authority of a public body or official having jurisdiction, for the purpose of guiding, directing, warning, or regulating traffic.
- (g) Officer For the purpose of these rules and orders an officer shall be construed to mean any officer, any constable or special officer, provided he has his badge of office displayed over his left breast and upon his outer garment.
- (h) Emergency Vehicles Vehicles of the Fire Department, Police Department vehicles, ambulances and emergency vehicles of Federal, State and municipal departments or public service corporations when the latter are responding to an emergency in relation to the Police or Fire Departments.
- (i) Official Street Marking Any painted line, legend, marking or marker of any description painted or placed upon any way which purports to direct or regulate traffic and which has been authorized by the ~~Board of Selectmen~~ **Selectboard** and which has the written approval of the Department of Public Works, Commonwealth of Massachusetts.
- (j) Person The word "person" shall mean and include any individual, firm, copartnership, association or corporation.

ARTICLE II

AUTHORITY AND DUTIES OF POLICE

Section 1. Police to Direct Traffic

It shall be the duty of the Police Officers to enforce the provisions of these rules and orders. Police Officers are hereby authorized to direct all traffic either in person or by means of visible or audible signal in conformance with the provisions of these rules and orders, provided that in the event of a fire or other emergency, to expedite traffic or safeguard pedestrians, officers of the Police or Fire Departments may direct traffic as conditions may require, notwithstanding the provisions of these rules and orders.

Section 2. Police May Close Streets Temporarily

The Police may temporarily close any street or highway in an impending or existing emergency, during construction or repair or for any lawful assemblage, demonstration or procession provided there is reasonable justification for the closing of such street.

Section 3. Police May Prohibit Parking Temporarily

The Police may temporarily prohibit parking on any street or highway or part thereof in an impending or existing emergency, during construction or repair or for a lawful assemblage, demonstration or procession provided there is reasonable justification for such prohibition. Vehicles parked in places where parking is prohibited temporarily may be moved by or under the direction of an officer.

Section 4. Exemptions

The provisions of these rules and orders shall not apply to operators actually engaged in work upon a street or highway closed to travel or under construction or repair, to officers when engaged in the performance of public duties nor to drivers of emergency vehicles while operating in an emergency and in performance of public duties when the nature of the work of any of these necessitates a departure from any part of these rules and orders. These exemptions shall not, however, protect the driver of any vehicle from the consequences of a reckless disregard of the safety of others.

ARTICLE III

TRAFFIC SIGNS, SIGNALS, MARKINGS AND ZONES

Section 1. Interference with Signs, Signals and Markings Prohibited

It shall be unlawful for any person, to willfully deface, injure, move, obstruct or interfere with any official traffic sign, signal or marking.

Section 2.

No driver of any vehicle shall disobey the instructions of any official traffic control signal, sign, marking, or legend, unless otherwise directed by a police officer.

Section 3. 25mph Zones

In accordance with Chapter 90, Section 17C of the General Laws, (Ter. Ed), the Selectboard of the Town of Wellfleet hereby enacts the 25mph Zones on the following public roadways in the interest of public safety.

BANK STREET

BRIAR LANE, from Main Street to 100ft Easterly of Mill Hill Rd

CAHOON HOLLOW ROAD, from State Route 6 to 100ft Easterly of Old Kings Highway

COMMERCIAL STREET

EAST COMMERCIAL STREET

INDIAN NECK ROAD, from Lone Rd to Nauset Rd.

KENDRICK AVENUE, from Commercial Street and to 100 ft Westerly of the Mayo Beach Municipal Parking Lot

KING PHILIP ROAD, from Indian Neck Road to Hiawatha Road

LAWRENCE ROAD

LECOUNT HOLLOW ROAD, from State Route 6 to 500ft Easterly of the Cape Cod Rail Trail

LONG POND ROAD, From Main Street to 100 ft Easterly of Lawrence Rd and from 100 ft Westerly of Forrest Rd and 200 ft Easterly of the Long Pond Municipal Parking Lot.

MAIN STREET

MILL HILL ROAD

NAUSET ROAD, from Indian Neck Road to 700 ft northerly of North Samoset Road

PLEASANT POINT ROAD, from 100ft Northerly of Ashland Street to Pond Avenue

POND AVENUE, from Pleasant Point Road to Spruce Street.

RAILROAD AVENUE

SCHOOL STREET

WHITS LANE

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ARTICLE IV

PARKING

Section 1. General Prohibitions

No person shall stand or park and no person shall allow, permit or suffer any vehicle registered in his name to stand or park in any of the following places:

- (a) within an intersection.
- (b) upon any sidewalk.
- (c) upon any crosswalk.
- (d) upon a roadway where parking is permitted unless both wheels on the right side of the vehicle are within twelve (12) inches of the curb or edge of the roadway.
- (e) upon any roadway where the parking of a vehicle will not leave a clear and unobstructed lane at least ten (10) feet wide for passing traffic.
- (f) in front of any private road or driveway.
- (g) upon any street or highway within twenty (20) feet of an intersecting way, except alleys.
- (h) in a marked Loading Zone.
- (i) in a marked Bus Stop

Section 2. Prohibited on Certain Streets

Upon the following streets or highways or parts thereof parking is hereby prohibited.

BRIAR LANE – Both sides from Main Street to Route 6.

CAHOON HOLLOW ROAD - both sides from Route 6 to the town owned parking area at Cahoon Hollow.

CHEQUESSETT NECK ROAD - Northerly side from the intersection with Kendrick Avenue to the terminus of the road (at The Gut). Southerly side from the intersection with Kendrick Avenue to the eastern side of the Herring River Dike and from the western side of the Herring River Dike to the terminus of the road (at The Gut). Parking is specifically allowed along the property line / road frontage located at 915 Chequessett Neck Road and on the easterly side at the terminus of the road at the Gut easterly to the trail access point in the spaces marked for parking.

COMMERCIAL STREET - Both sides from Main Street to Kendrick Avenue.

COVE ROAD - As shown on a plan entitled "Plan of a Town Way in Wellfleet, MA, as laid out by the Selectmen and accepted at a Town Meeting held 2/13/50." Said plan of a Town Way in Wellfleet, MA, to be found at Book & Page 91/87-91 in the Barnstable County Record of Recorded Deeds and to prohibit said parking on both sides of the road,

between station 66 + 75.20 and station 70 and 86.65 as shown on said plan, and including that portion of Samoset Road running S. 24 – 38’ – 20” E. a distance of 75.46’ from station 68 + 90.98 as shown on said plan.

CROSS STREET - Both sides between Chequessett Neck Road and West Main Street.

EAST COMMERCIAL STREET - Both sides from Main Street to Commercial Street.

GILL ROAD - Both sides from West Road to Route 6.

GRIFFIN ISLAND ROAD - Both sides from Chequessett Neck Road to the Duck Harbor parking area.

GROSS HILL ROAD - Both sides easterly from Route 6 to the Newcomb Hollow parking area.

HOLBROOK AVENUE - Both sides from Main Street to Commercial Street.

KENDRICK AVENUE - Both sides westerly from the Marina to Keller’s Corner.

LECOUNT HOLLOW ROAD - Both sides from Route 6 to Ocean View Drive.

LONG POND ROAD - Both sides from the intersection with Main Street to Ocean View Drive.

MAIN STREET - On the North side from Route 6 to Briar Lane. On the South side from Route 6 to Bank Street and from Holbrook to West Main Street.

NAUSET ROAD - (*amended 2/24/03*) East side from the intersection with Indian Neck Road and Samoset Road to the town owned parking area at Indian Neck; West side from the intersection with Indian Neck Road and Samoset Road to the area designated as beach parking and thence to the town owned parking area at Indian Neck.

OCEAN VIEW DRIVE - Both sides from LeCount Hollow Road to Gross Hill Road.

SCHOOL HOUSE ROAD EXTENSION AND STEELE ROAD - Both sides northerly and easterly from Schoolhouse Road approximately 1900 feet.

SCHOOL STREET - Both sides from Gross Hill Road to Main Street.

WEST MAIN STREET - Both sides from Main Street to Pole Dike Road.

WILSON AVENUE - Both sides from LeCount Hollow Road to Ocean View Drive.

Section 3. - Time Limited in Designated Areas

No person shall park a vehicle for a period of time longer than hereafter specified daily between the hours of 7 a.m. and 6 p.m. Parking regulations will be enforced from June 15 through Labor Day. *(amended May 13, 2014)*

MAIN STREET – South side between Bank Street and Holbrook Ave. - No person shall park a vehicle on Main Street, on-street curb parking on South side between Bank Street and Holbrook Avenue, between the hours of 2:00 AM and 5:00 AM. No person shall park a vehicle on Main Street, on-street curb parking on South side between Bank Street and Holbrook Avenue, for a period of time longer than two (2) hours between June 15th and Labor Day. *(amended May 13, 2014)*

MAIN STREET MUNICIPAL PARKING LOT (OPPOSITE PRESERVATION HALL)
- No person shall park a vehicle in the Main Street Municipal Parking Lot for a period of time longer than two (2) hours between June 15th and Labor Day. No person shall park a vehicle between the hours of 2:00 AM and 5:00 AM. *(amended June 28, 2016.)*

TOWN HALL PARKING LOT - No person shall park a vehicle in the Town Hall Parking Lot for a period of time longer than two (2) hours between June 15th and Labor Day except four (4) hours in spaces marked as four-hour parking and except for spaces marked as Town Hall employees only. No person shall park a vehicle, between the hours of 2:00 AM and 5:00 AM. *(amended June 28, 2016.)*

SOUTH WELLFLEET PARKING LOT - No person shall park a vehicle in the South Wellfleet Municipal Parking Lot for a period of time longer than two (2) hours between June 15th and Labor Day in spaces so marked, otherwise no time limit. No person shall park a vehicle, between the hours of 2:00 AM and 5:00 AM. *(amended June 28, 2016.)*

BEACH PARKING LOTS – Duck Harbor, Powers Landing, Indian Neck Beach, Burton Baker Beach, Maguire Landing at Lecount Hollow, White Crest Beach, Cahoon Hollow Beach, Newcomb Hollow, Terminus of Chequessett Neck Road – (The Gut), Gull Pond, Long Pond, Great Pond and Duck Pond and the Mayo Beach parking areas. Parking at these lots is regulated by the Beach Rules and includes a restriction on overnight parking with an exception for persons fishing. *(added June 28, 2016.)*

WELLFLEET MARINA - Parking regulations for the Marina are set forth in Section X of the Marina and Mooring Rules and Regulations and in the Beach Rules and include a restriction on overnight parking. *(added June 28, 2016.)*

Section 4. Tow-away Zone Regulations

Section 4.1 General

In accordance with the provisions of Chapter 40, Section 22D of the General Laws, the ~~Board of Selectmen~~ **Selectboard** of the Town of Wellfleet hereby enacts the following regulations authorizing the removal to a convenient place of vehicles parked or standing in such manner, or in such areas as are hereinafter described on any way under the control

of the Town of Wellfleet. Vehicles specifically exempt by Chapter 40, Section 22D shall not, however, be subject to such removal.

Section 4.2 Authorization of Police

The moving or towing of any vehicle under the provisions of this Article shall be by and at the direction of the Chief of Police or such officer as the Chief of Police may from time to time designate.

Section 4.3 Fees

The owner of any vehicle moved or towed to a convenient place, under the provisions of this article, shall be subject to the following fees:

- (a) Removal or towing fee not to exceed that which is provided in or as authorized by Statute Law.
- (b) Storage Fees:
Not to exceed that which is provided in or as authorized by Statute Law.

Section 4.4 Liability for Damage During Removal or Storage

The towing company shall be liable to the owner for any damage arising out of negligence caused to a vehicle in the course of removal and storage.

Section 4.5 General Prohibition Towing Zones

No person shall stand or park or allow, permit or suffer any vehicle registered in his name to stand or park in any of the following places:

- (a) Upon any way in such a manner as to impede the removal or plowing of snow or ice except vehicles parked in accordance with approved regulations governing All Night Parking.
- (b) Upon any sidewalk.
- (c) Upon any crosswalk.
- (d) Upon any way within twenty (20) feet of an intersecting way except alleys.
- (e) Upon a way within ten (10) feet of a fire hydrant.
- (f) On a roadway side of any vehicle stopped or parked at the edge or curb of the way.
- (g) In front of a public or private driveway.
- (h) Upon any way where the parking of a vehicle will not leave a clear and unobstructed lane at least ten (10) feet wide for passing traffic

Vehicles found in violation of the provisions of this Section except those specifically exempt by law, shall be removed to a convenient place under the direction of an officer of the Police Department and the owner of the vehicle so removed or towed away shall be liable to the cost of such removal and storage, if any, as set forth in Section 3 of this Article. The owner of any vehicle removed or towed away under the provisions of this Section shall also be subject to the penalties of fines or parking violations in the Town of Wellfleet in effect at the time of violation.

Section 4.6 Parking Prohibitions, Towing Zone

No person shall stand or park or allow, permit or suffer any vehicle registered in his name to stand or park on any of the ways or parts of ways hereinafter described and during the periods of time set forth. Vehicles found in violation of the provisions of this section except those specifically exempted by law shall be removed to a convenient place under the direction of an Officer of the Police Dept., and the owner of the vehicle so removed, or towed away shall be liable to the cost of such removal and storage, if any, as set forth in Section 3 of this Article. The owner of any vehicle removed or towed away under the provisions of this section shall be subject to the penalties of fines for parking violations in the Town of Wellfleet in effect at the time of the violation.

BRIAR LANE – Both sides northerly from Main Street to Route 6.

CAHOON HOLLOW ROAD – Both sides from Route 6 to the Cahoon Hollow parking area.

CHEQUESSETT NECK ROAD – Northerly side from Duck Harbor Road to “The Gut” and southerly side from the terminus of the road easterly to the trail access point.
(amended March 23, 2004)

LONG POND ROAD – Both sides from Main Street to Ocean View Drive.

OCEAN VIEW DRIVE – Both sides from LeCount Hollow Road to the intersection with Gross Hill Road.

WEST MAIN STREET – Both sides westerly from Briar Lane to Pole Dike Road,

Section 4.7 Official Traffic Signs

The provisions of Section 4.6 shall be effective only during such time as a sufficient number of official traffic signs bearing the legend TOW-AWAY ZONE are installed, erected, maintained and located so as to be visible to approaching drivers, said signs to be appended above or incorporated into the legend of Parking Prohibition Signs.

Section 4.8 Police to Keep Record of Towed Vehicles

The Police Department shall keep a record of all vehicles towed or removed under the provisions of the Article. Such record shall be retained for one (1) year and shall contain the following information:

1. The registration of the vehicle.
2. The location from which it was towed, and the time and date of tow order.
3. The location to which it was moved.
4. Name of towing contractor, if any.
5. Name and rank of officer who authorized towing.

ARTICLE VI

OPERATION OF VEHICLES

Section 1. Obedience to Stop Signs and Yield Signs

- a. Obedience to Stop Signs. Except when directed to proceed by a police officer, every driver of a vehicle approaching a stop sign or a flashing red signal indication shall stop at a clearly marked stop line, but if none, before entering the crosswalk on the near side of the intersection, or, if none, then at the point nearest the intersecting roadway where the driver has a view of approaching traffic on the intersecting roadway before entering it. After having stopped, the driver shall yield the right of way to any vehicle in the intersection or approaching on another roadway so closely as to constitute an immediate hazard during the time when such driver is moving across or within the intersection or junction of roadways. 720 CMR 9.06(13) shall not apply when the traffic is otherwise directed by an officer or by a lawful traffic regulating sign, signal or device or as provided in 720 CMR 9.06(24) (c).

In accordance with the foregoing, the erection and maintenance of an isolated stop sign, or signs or flashing red signals, as the case may be, are authorized as shown in **Appendix A**.

- b. Flashing Red – When a red lens is illuminated in a traffic control signal by rapid intermittent flashes, and its use has been specifically authorized by the Department of Public Works, Commonwealth of Massachusetts, drivers shall stop before entering the nearer line of crosswalk of the street intersection, or at a stop line when marked, and the right to proceed shall then be governed by provisions of Chapter 89, Section 8 of the General Laws (Ter. Ed.)
- c. Obedience to Yield Signs. - Except when directed by a police officer, every driver of a vehicle approaching a yield sign shall in obedience to such sign slow down to a speed reasonable for the existing conditions and, if required for safety to stop, shall stop at a clearly marked stop line, but if none, before entering the crosswalk on the near side of the intersection, or, if none, then at the point nearest the intersecting roadway where the driver has a view of approaching traffic on the intersecting roadway before entering it. After slowing or stopping, the driver shall yield the right of way to any vehicle in the intersection or approaching on another roadway so closely as to constitute an immediate hazard during the time such driver is moving across or within the intersection or junction of roadways; provided, however, that if such a driver is involved in a collision with a vehicle in the intersection or junction of roadways, after driving past a yield sign without stopping, such collision shall be deemed prima facie evidence of his failure to yield the right of way¹. 720 CMR 9.06(14) shall not apply when the traffic is otherwise directed by an officer or by a lawful traffic regulating

¹ See, MGL c. 89, s. 9

sign, signal or device or as provided in 720 CMR 9.06(24)(c). (*added December 9, 2014*)

In accordance with the foregoing the erection and maintenance of "Yield" signs are authorized so as to face:

Eastbound drivers on Chequessett Neck Road at Kendrick Ave
Northbound drivers on Kendrick Ave at Chequessett Neck Road

ARTICLE VII

RESPONSIBILITY, PENALTIES AND REPEALS

Section 1. Owner Prima Facie Responsible for Violations

If any vehicle is found upon any street or highway in violation of any provisions of these rules and orders and the identity of the driver cannot be determined, the owner or the person in whose name such vehicle is registered, shall be held prima facie responsible for such violation.

Section 2. Penalties

Any person convicted of a violation of any rule, regulations or order made hereunder, except as otherwise provided, shall be punished by a fine not exceeding twenty dollars (\$20) for each offense. See schedule of fines attached.

Section 3. Repeal

These rules are adopted with the intent that each of them shall have force and effect separately and independently of every other except insofar as by express reference or necessary implication any rule or any part of a rule is made dependent upon another rule or part thereof.

The provisions of these rules so far as they are the same in effect as those of any valid existing rules, orders, or regulations heretofore made by the ~~Selectmen~~ **Selectboard** of Wellfleet relative to or in connection with official signs, lights, markings, signal systems or devices shall be construed as a continuation thereof, but all other existing rules, orders and regulations so made for the regulation of vehicles are hereby expressly repealed. This repeal, however, shall not affect any punishment or penalty imposed or complaint or prosecution pending at the time of the passage hereof or an offense committed under any of the valid rules, orders or regulations hereby repealed.

- Traffic Rules and Orders

~~July 8, 1966~~
~~07/08/1966~~
~~Amended June 24, 2002;~~
~~06/24/2002~~
~~March 23, 2004;~~
~~03/23/2004~~
~~May 13, 2014;~~
~~05/13/2014~~
~~June 28, 2016~~
~~06/28/2016~~

SCHEDULE OF FINES

1. No Beach Permit - \$75
2. Unauthorized Beach Permit - \$75
3. Within 20' of Intersection - \$50
4. Over 1 Foot from Curb - \$50
5. Within an Intersection - \$50
6. Upon a Sidewalk or Crosswalk - \$50
- 7A. Upon a Roadway in Residential 1 and Residential 2 Zoning Districts - \$75
- 7B. Off Road in Woods - \$75
- 8B. Across a Driveway - \$50
9. Upon a Street or Highway Posted No Parking - \$50
10. Bus Stop - \$50
11. Loading Zone - \$50
12. All Night Parking When Restricted - \$50
13. Snow Removal - \$50
14. Obstructing Fire/Police Station - \$50
15. Street Cleaning - \$50
16. Rescue/Fire Lane - \$75
17. Handicapped Parking - \$300
18. No Stopping or Standing on Roadway - \$50
19. Double Parking - \$50
20. Restricted Area - \$75
21. Improper Parking - \$50
22. Beach Parking Regulations Violation - \$75
23. Tow Zone - \$75
24. Town Hall Parking Lot - \$50
25. Town Hall Employee Parking Area - \$50
26. Municipal Parking Lot - \$30
27. Other - \$50

Request for comments traffic changes (2021)

From Mark Vincent, Director of Public Works:

Also, our office has not received any complaints or concerns that relate to traffic at the intersection on Pilgrim Spring and Cove Rd.

From Suzanne Thomas, Director of Community Services:

Installing a three way stop in an intersection that has never had one can cause more unsafe conditions than it prevents. People who are used to sailing through the intersection will continue to do so and people who aren't familiar with this intersection will obey the three way STOP and may get rear-ended. I would recommend instead that YIELD signs be installed on Cove Road just prior to the intersection and that the vehicles on Pilgrim Spring continue to have the legal right of way

From Mike Hurley, Police Chief

I agree with Suzanne on both these changes.

As far as stop signs for the intersection of Pilgrim Spring/Cove Road, do we know what is driving this? I do not have any accident data or complaints to support this change. I am open to any new thoughts/ideas just curious where this came from.



SELECTBOARD

AGENDA ACTION REQUEST

Meeting Date: July 12, 2022

IV

USE OF TOWN PROPERTY

~ A ~

REQUESTED BY:	Harbor to the Bay ~ David Whitman
DESIRED ACTION:	To approve the use of some Wellfleet Roadways for a road race
PROPOSED MOTION: SUMMARY:	I move to approve the use of the new trail head into Wellfleet off of Route 6 and the parking lot for a stop at Lecount Hollow Rd for the "Harbor to the Bay Road Race" put together by David Whitman on September 17, 2022, from 12:00pm to 5:00pm for a fee of \$500
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____

APPLICANT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSPECTIONS

Health/Conservation Agent: Comments/Conditions: <i>ok</i> Permits/Inspections needed: <i>delay</i>	Inspector of Buildings: <i>N/A</i> Comments/Conditions: Permits/Inspections needed:
---	---

Police Department: <i>ok - chief Sturley</i> Comments/Conditions:	Fire Department: Comments/Conditions: <i>ok - chief Pawley</i>
--	---

DPW: <i>ok - Gary Norton</i> Comments/Conditions	Community Services Director: <i>ok - Suzanne Thomas</i> Comments/Conditions: <i>which post office for pit stop?</i> <i>where do they plan as Saturdays are busy</i>
---	--

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

Recreation: Comments/Conditions <i>N/A</i>	Town Administrator: Comments/Conditions
---	---

EVENT NOTIFICATION FORM

Date: April 27, 2022

Mary-Joe Perry, District Five Highway Director ▼
MassDOT, Highway Division
1000 County Street, Taunton, MA 02780 ▼

Dear Sir/Madame:

Please be advised that the Grantee(s) of this Event Harbor to the Bay has notified the Board of Selectmen/City Council, Local Police Department, Local Fire Department and if applicable the State Police of its intention to conduct **road work/parade/race/ride** or other events impacting State Highways on Route(s) CC Rail Trail from Eastham to Trailhead
in Wellfleet onto Rt. 6 to Truro. in or through the City/Town(s) of Wellfleet, MA benefiting 20th Annual Harbor to the Bay Ride, Sept. 17, 2022

The Grantee(s) of this Event understands that it must give the Police and Fire Departments at least 48 hours notice before the commencement of the proposed event.

The Grantee(s) must supply a Traffic Management Plan when the roadway is occupied and for all detours associated with said events to this Department and to all officials listed below. The Grantee(s) must notify the local and/or state police to set up a detour of this area with appropriate signs and barricades. The local Fire Department must be notified of the detour to ensure that measures will be taken to minimize disruption to the Fire Department's emergency service during the event. The Grantee(s) must also notify local media (newspapers, radio) of this proposed event.

The following signatures are required prior to the issuance of the Permit.

Please email this form back to David at Harbor to the bay at: dwhitman@harbortothebay.org. Thank you!

LOCAL POLICE DEPARTMENT

Signed: _____

Title: _____

City/Town: _____

FIRE DEPARTMENT

Signed: _____

Title: _____

City/Town: _____

BOARD OF SELECTMEN/CITY COUNCIL

Signed: _____

Title: _____

City/Town: _____

STATE POLICE DEPARTMENT

Signed: _____

Title: _____

City/Town: _____



*Dedicated to the memory of community leader & philanthropist
Michael A. Tye, United Liquors Corp.*

Fact Sheet

- What:** Harbor to the Bay is a one-day bike ride from Boston (or the Sagamore bridge) to Provincetown to raise vital funds for 4 AIDS/HIV agencies in the Boston area and Cape Cod.
- When:** Saturday, September 17, 2022
- Where:** 125 miles from Boston to Provincetown, or 68 miles from the Sagamore Bridge to Provincetown.
- Who:** Harbor to the Bay, Inc. is a 501(C) 3 not-for-profit organization incorporated in the Commonwealth of Massachusetts. Its members are local individuals, participants in past AIDS bicycle fundraising, and friends, committed to deliver 100% of rider pledges to our four beneficiaries.
- Why:** H2B founders experienced participating in lavishly produced AIDS charity cycling events where production costs outweighed funds going to beneficiaries. They determined that committed volunteers could produce an event with limited production costs that results in 100% of participant-raised funds going to the four beneficiaries (See pages 2 and 3.) Harbor to the Bay has no paid staff.
- Costs:** Operating expenses of the ride will be met by rider and crew registration fees, and by corporate and individual sponsorships, both in-kind and monetary.
- Our Mission:** To organize a grass-roots event, supported by a dedicated group of individuals who want to ride or crew and make a difference in our community.
- Sponsors:** Club Café Boston, The Ray Tye Medical Aid Foundation, Webster Bank, Bay Windows, The Boatslip Resort, The Harbor Hotel, Tin Pan Alley, Bread and Roses Bakery and many more.
- Information:** For further information, please visit www.harbortothebay.org; or contact Jim Morgrage at 617-320-7202 or David Whitman at 617-901-6818

Harbor to the Bay, Inc., P. O. Box 990243, Boston, MA 02199
Telephone: 617-320-7202 or www.harbortothebay.org



Harbor to the Bay, INC.
BOX 990243 Boston, MA 02199
www.harbortothebay.org

May 9, 2022

Rebekah Eldridge
Wellfleet Town Hall
Rebekah.Eldridge@wellfleet-ma.gov

Sent via email

I am pleased to let you know that on Saturday, September 17, 2022, we are planning the 20th Harbor to the Bay Ride as a full ride after 2 years of virtual events. We request permission to ride through **Wellfleet** as part of our annual charity bike ride. This will be our 20th year coming through **Wellfleet** and we graciously thank you for your cooperation in previous years.

Harbor to the Bay INC., is a 501(C)3 non-profit organization, incorporated in the Commonwealth of Massachusetts. Its members are local men and women, committed to deliver 100% of rider received pledges to our four designated beneficiaries: The AIDS Support Group of Cape Cod, AIDS Action Committee, Community Research Initiative and Fenway Health. Since its beginning, Harbor to the Bay has raised over \$6,200,000 for these four exceptional organizations.

The ride, which begins in Boston at 6:00AM and ends in Provincetown by 7:00PM, involves a total of approximately 200-250 cyclists riding through **Wellfleet in between 1:30PM and 5:00PM**. The route through **Wellfleet** will be as follows: **The Cape Cod Rail Trail from Eastham to the new trail head in Wellfleet onto Route 6 to Truro with a small pitstop in the parking lot at Lecount Hollow Rd. with water and wrapped snacks for our riders.**

Please feel free to contact one of us at the numbers below with any questions.

Thank you again for your support!

Sincerely,

James Morgrage

David Whitman

Jim Morgrage
Director
617-320-7202
Jim@clubcafe.com

David Whitman
Committee Member
617-901-6818
dwhitman@harbortothebay.org

Included: Use of Town Property form, Event Notification Form, Fact Sheet, 501(C)3 form, Route Map



Harbor to the Bay, INC.
BOX 990243 Boston, MA 02199
www.harbortothebay.org

April 27, 2022

Chief Michael Hurley
Wellfleet Police Department
Wellfleet Town Hall
michael.hurley@wellfleet-ma.gov

Sent via email

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Thank you again for your support!

Sincerely,

James Morgrage

David Whitman

Jim Morgrage
Director
617-320-7202
Jim@clubcafe.com

David Whitman
Committee Member
617-901-6818
dwhitman@harbortothebay.org

Included: Use of Town Property form, Event Notification Form, Fact Sheet, 501(C)3 form, Route Map



Our Beneficiaries:

Fenway Health, (FH) has been serving the diverse neighborhood of Fenway and Greater Boston since 1971 with the mission of enhancing the well-being of the LGBTQIA+ community and all people through access to the highest quality health care, education, research and advocacy. Since their diagnosis of the first case of AIDS in New England in 1981, Fenway Health has become an international leader in the fight against HIV and AIDS. Fenway offers a variety of programs and services, including prevention, education, testing and screening, primary care and counseling, and management, for both HIV-negative and HIV-positive individuals and their loved ones. Additional programs assist with the medical, social, financial, and legal aspects of a diagnosis. Fenway is the largest provider of free anonymous HIV testing in New England, administering over 12,000 antigen/antibody tests per year and triaging 100% of individuals who test positive into care. Fenway Health is the largest provider of outpatient services in New England, caring for more than 2000 individuals living with HIV each year. Learn more at: <https://fenwayhealth.org/>

The AIDS Support Group of Cape Cod (ASGCC), founded in 1983, was one of the first AIDS service organizations in the United States. ASGCC saves lives through prevention, education, and life-sustaining services that address public health crises to build healthy communities across Cape Cod and the Islands. ASGCC's medical case management services, transportation, housing assistance, and access to food and nutrition helps over 350 people living with HIV/AIDS. Its prevention and screening programs reach nearly 100,000 people annually. ASGCC's overdose prevention education and Narcan training has prepared over 2700 citizen responders, including health service providers, first responders and law enforcement officers. Learn more at: www.asgcc.org

Harbor to the Bay, Inc., P. O. Box 990243, Boston, MA 02199
Telephone: 617-320-7202 or www.harbor-to-the-bay.org



Community Research Initiative (CRI) is an independent, nonprofit, community-based organization dedicated to leading the way in HIV/AIDS and hepatitis C (HCV) clinical research and ensuring access to lifesaving HIV medications and health insurance coverage for those in need.

Since 1989, CRI has conducted life-changing clinical research and contributed critical building blocks of research data that resulted in the FDA approval of nearly all currently available HIV medications. CRI's researchers have presented key, groundbreaking data at national and international conferences, disseminating study results for these HIV drugs to researchers, advocates, medical providers, and people living with HIV across the world. As a result, nearly all people with HIV who have access to these drugs can live a normal life span.

As the administrator of the Massachusetts Infectious Disease Drug Assistance Program (IDDAP), CRI plays a vital role in helping people in Massachusetts access critical, lifesaving medications and health insurance coverage in an affordable manner.

CRI has taken this finely tuned expertise and began investigating other infectious diseases including hepatitis C. CRI has also explored other novel research endeavors, including conducting survey research and bringing HIV and HCV clinical expertise into new settings, such as a substance abuse disorder clinic. Learn more at: <https://crine.org>

AIDS Action Committee, (AAC) of Massachusetts is the state's leading provider of prevention and wellness services for people vulnerable to HIV infection. It provides services to one in six people in Massachusetts living with an HIV diagnosis. These services include HIV counseling and testing; needle exchange; mental health counseling; housing assistance; and legal services. AIDS Action works to prevent new HIV infections, support those affected by HIV, and tackle the root causes of HIV/AIDS by educating the public and health professionals about HIV prevention and care; and advocating for fair and effective HIV/AIDS policy at the city, state, and federal levels. Founded in 1983, AIDS Action Committee of Massachusetts is New England's first and largest AIDS service organization. Learn more at: www.aac.org

Harbor to the Bay, Inc., P. O. Box 990243, Boston, MA 02199
Telephone: 617-320-7202 or www.harbartothebay.org

Internal Revenue Service

Date: August 24, 2004

Harbor To The Bay, Inc.
% James M. Morgrage Club Cafe
209 Columbus Avenue
Boston, MA 02116-5109

Dear Sir or Madam:

This is in response to your request of August 24, 2004, regarding your organization's tax-exempt status.

In November 2003 we issued a determination letter that recognized your organization as exempt from federal income tax. Our records indicate that your organization is currently exempt under section 501(c)(3) of the Internal Revenue Code.

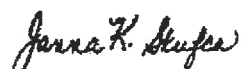
Our records indicate that your organization is also classified as a public charity under sections 509(a)(1) and 170(b)(1)(A)(vi) of the Internal Revenue Code until the Advance Ruling Period Ending date indicated in the header above.

Within 90 days from the end of the advance ruling period, your organization must submit to us information needed to determine whether it has met the requirements of the applicable support test during the advance ruling period. This information is currently supplied on the Form 8734, *Support Schedule for Advance Ruling Period*.

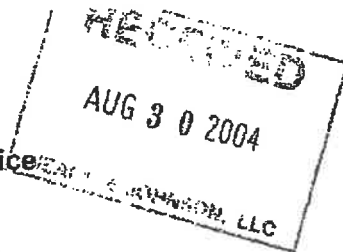
Contributions to your organization are deductible under section 170 of the Code. Grantors and contributors may rely on the determination that your organization is not a private foundation until 90 days after the end of its advance ruling period. If the organization submits the required information within 90 days, grantors and contributors may continue to rely on the advance determination until the Service makes a final determination of your organization's foundation status.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely,



Janna K. Skufca, Director, TE/GE
Customer Account Services



Department of the Treasury
P. O. Box 2508
Cincinnati, OH 45201

Person to Contact:

Mrs. Jones 31-03886

Customer Service Specialist

Toll Free Telephone Number:

8:00 a.m. to 6:30 p.m. EST

877-829-5500

Fax Number:

513-263-3756

Federal Identification Number:

05-0568910

Advance Ruling Period Ends:

December 31, 2007

All Riders must check in at the 10:30 check point.

Pit 1 Weymouth Nash School
14.6 Miles from the Start of the Ride
Opens: 6:30 a.m. | Closes: 8:30 a.m.

Pit 2 Halifax (Check Point) Halifax Boat Ramp
15.2 Miles from Pit 1
Opens: 7:15 a.m. | Closes: 9:45 a.m.

Pit 3 Plymouth Town Green
14.4 Miles from Pit 2
Opens: 8:00 a.m. | Closes: 11:00 a.m.

Pit 4 Bourne (Check Point) Friendly's
16.6 Miles from Pit 3
Opens: 8:45 a.m. | Closes: 12:45 p.m.

10:30 a.m. Second Half of the Route Opens

Pit 5 Barnstable Town Building
16.5 Miles from Pit 4
Opens: 10:45 a.m. | Closes: 2:15 p.m.

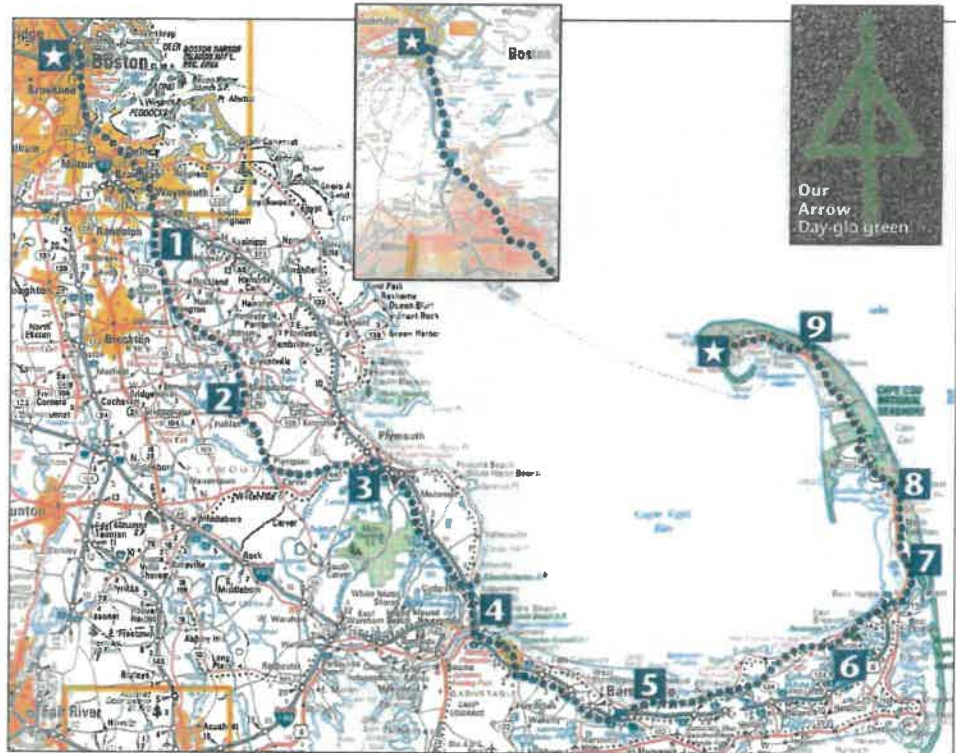
Pit 6 Brewster (Check Point) Cape Cod Rail Trail
13.6 Miles from Pit 5
Opens: 11:30 a.m. | Closes: 3:45 p.m.

Pit 7 Eastham
10 Miles from Pit 6
Opens: 11:45 a.m. | Closes: 4:15 p.m.

Pit 8 Wellfleet (Check Point) End of Rail Trail
4.5 Miles from Pit 7
Opens: 12:00 p.m. | Closes: 5:00 p.m.

Pit 9 North Truro
11.7 Miles from Pit 8
Opens: 12:45 p.m. | Closes: 6:00 p.m.

Pit 10 Provincetown (Check Point)
5 Miles from Pit 9
Opens: 1:00 p.m. | ROUTE Closes: 5:30 p.m.



Harbor to the Bay Ride

Mi	Turn	Other Comments
0.0	F	Clarendon St.
0.5	L	Tremont St. @TL
0.5	R	Waltham St.
0.7	X	Washington St. @SS
0.8	L	Harrison Ave. @TL
1.1	R	Dorchester @TL
1.3	F	West Broadway St
1.5	R	Dorchester Ave. @TL
1.9	BL	Old Colony Ave. @TL [P stop at Dunkin' Donuts]
2.6	R	Continue pastinary @SS
2.9	BR	Onto Off ramp @TL
3.1	BR	Montrose Blvd. (pass WIV/TV & Boston Globe)
5.8	L	Neposset Ave. Follow under highway
6.2	BR	Exit ramp to Hancock St. (Rt. 3A)

Mi	Turn	Other Comments
7.8	F	Hancock St. (Not 3A)
8.2	R	Dempsey St. @TL
9.0	F	Hancock St. @TL b/c Quincy Ave. [P stop at Burger King]
11.6	BL	Commercial St. (Rt. 53) @TL
11.7	R	Front St. @TL (If you miss turn, follow Rt. 53 & BR at Rt. 18 to pick up route.)
12.1	BL	Front St. (Follow arrows)
14.5	F	Front St. @SS
14.6	R	Pit Stop #1 Nash School
14.9	BR	Rt. 18 @SS
15.2	L	Pond St. @TL (If you miss this, make left at Rt. 58)
17.2	X	Rt. 18 @TL
	F	Rt. 58. Follow to Plympton.
19.7	BL	Rt. 58 @V

Mi	Turn	Other Comments
21.7	BR	Follow rotary counter-clockwise to 3rd Right
24.1	BR	Rt. 58 [P stop at McDonald's]
29.6	F	Pit Stop #2 Halfax Boat Ramp (Palmer Mill Rd., 2nd Int.)
34.9	R	Mayflower Rd. @TL (Sign for Barnstable Rd. at right)
35.6	BL	Colchester St. (Follow Bike Route 1)
38.1	R	Palmer Mill Rd. @TL
40.6	L	Rt. 60 West @T (blinking TL)
43.5	BR	Carver Rd. @TL. Do not make hard R onto Seven Hills.
44.0	R	Summer St. @SS Follow into Plymouth Center
45.7	R	Pleasant St. @T, then
45.8	F	Pit Stop #3 Town Green
45.8	F	Pleasant St. (not Bike Rt. 1)

Mi	Turn	Other Comments
46.0	R	South St. @T (Follow under Rt. 3) b/c Long Pond Rd.
52 CONSTRUCTION ROAD MAY BE DIRT		
56.1	BL	Bridge from Rt. 3
57.9	R	Rt. 5A (State Rd.) @T
	F	State Rd. (Do not go on Rt. 3A) [P stop McDonald's at end]
60.6	R	Service Highway (Long Pond Causeway)
60.7	R	Take sidewalk in front of Friendly's to the bridge. Pit Stop #4
60.7	F	Walk bike over bridge. (Illegal and dangerous to ride over the bridge)
61.2	BL	After Sagamore Bridge, remount and ride downhill through parking lot.
61.4	L	Gravelly Highway

L=Left R=Right X=Cross F=Forward B=Bear Q=Quick SS=Stop Sign T=T-Stop TL=Traffic light V=Vork

Mi	Turn	Other Comments
62.0	R	Rt. 6A East (Yield sign)
62.2	BR	Rt. 130
63.6	BR	Rt. 130 through Sandwich
65.2	R	Under Rt. 6
65.6	L	Service/Access Rd.
67.6	X	Quaker Meeting House Rd. @SS
69.8	X	Chase Rd. @SS
72.2	L	Rt. 140 @T
74.1	BL	Service/Access Rd.
74.0	L	Oak St. @SS
74.1	BL	Rt. 152 @T
76.9	R	Rt. 6A East
76.9	F	Pit Stop #5 Barnstable Town Building
83.7	F	Continue on Saunter Road at North Dennis Road. (Dangerous Intersection.)

This section is still under review for 2022 due to the rail trail extensions at both ends, but we will be staying on the rail trail from Yarnmouth trail head to Wellfleet.

Mi	Turn	Other Comments
89.5	R	Rt. 6A East @T then
89.6	R	Tubman Rd.
91.0	F	Long Pond Rd. @V (Rt. 137)
91.3	F	Pit Stop #6 at start of the Cape Cod Rail Trail (Caution: pedestrians, children, unskilled riders)
92.3	X	Under Rt. 6A (Caution: tunnel, slow bike traffic)
94.0	X	Under Rt. 6A (Caution: tunnel, slow bike traffic)
95.6	L	Salby Ridge Rd. at end of trail
95.7	R	West Rd. @T
95.9	L	Cape Cod Rail Trail (Caution: pedestrians, children, unskilled riders)

Mi	Turn	Other Comments
97.1	X	Rt. 6 on trail bridge
99.0	X	Under Rt. 6 (Caution: tunnel, slow bike traffic)
100		Pit Stop #7 Breckin Rd., Eastham
104.3		Pit Stop #8 in parking lot at end of trail
104.3	L	LeCount Hollow Rd. @T after parking lot
108.4	R	Route 6 @SS
113.9	R	South Highland Rd.
115.3	L	Highland Rd.
	R	Rt. 6A East @SS
116.2		Pit Stop #9 North Truro
116.4	R	Shore Rd. @SS (Rt. 6A)
120.9	F	Provincetown Town Line
121.9		Harbor Home Final Rider Check in



SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: July 12, 2022

IV

USE OF TOWN PROPERTY ~ B ~

REQUESTED BY:	Wellfleet SPAT
DESIRED ACTION:	To amend the original use of town property application from 5,000 to 7,000
PROPOSED MOTION: SUMMARY:	I move to approve the amendment of the original Use of Town Property application made by Wellfleet SPAT from 5,000 people to 7,000 people and to return the grounds back to their original state once the festival is over to the satisfaction of the Wellfleet DPW director, The Wellfleet Health & Conservation Agent and the Wellfleet Recreation Director.
Project	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____

APPLICATION FOR PERMIT TO USE TOWN OWNED PROPERTY

**TOWN OF WELLFLEET
300 MAIN STREET
WELLFLEET, MA 02667**

Applicant: Kate Moreau & Lisa Brown *Affiliation or Group:* Wellfleet SPAT

Telephone Number: 973-954-0922 *Mailing Address:* PO Box 2156, Wellfleet, MA 02667

Email Address: kate@wellfleetspat.org

Town Property to be used (include specific area):

- Recreation Area
- Baker's Field
- Mayo Beach Parking lot
- Kendrick Ave, from Billingsgate entrance to Mayo Beach Parking lot-entry
- Town access road between Bookstore Restaurant and tennis courts

Date(s) and hours of use: Wednesday-Monday, October 12th-17th, 2022

- Wednesday & Thursday- 9:00 AM to 4:00 PM, set up
- Friday- 9:00 AM to 4:00 PM, set up; 4:00 to 8:00 PM, Beer, Food & DJ
- Saturday & Sunday- 6:00 AM to 6:00 PM, set up, event, and clean up
- Monday- 6:00 AM to 6:00 PM, pack up & clean up

Describe activity including purpose, number of persons involved, equipment to be used, parking arrangements, food/beverage service, etc. Also, please indicate if fees will be charged by applicant:

- **Purpose:** OysterFest is Wellfleet SPAT's main annual fundraiser. The festival will include: raw bars, food vendors, beer and wine (by separate permit), art and craft exhibitors, non-profit tents, a Family Fun Area, and main stage activities and live music featuring the annual Shuck Off.
- **Number of persons involved:** **7,000** per day (saturday and sunday). This includes ticketed attendees per day, volunteers, adjunct staff, fire, rescue, police, and security.
- **Equipment, Food and Beverage:** Main Stage, **food tent with multiple food vendors**, miscellaneous tents, beer garden, porta potties, sanitizing stations, raw bars, shellfish holding and refrigeration, supplemental power panel, sound equipment and tent, miscellaneous kids area equipment.

- Parking Arrangements: Satellite parking at Newcomb Hollow, White Crest and the town pier with drop off stops uptown by Main Street, and down by the fest at Baker's Field.
- Fees: **Admission for adults is TBD.** Children under 12 will be admitted free. Wellfleet residents will be admitted free on Sunday with valid driver's license or student ID.

Additional:

- SPAT agrees to pay for all town services utilized in the production of this event including permit fees, police and fire details, DPW support services, town water used for the event, and transfer station dump fees.
- Planning meetings with all Town Department Heads
- Planning with the Fire Department and Public Safety- Incident Action Plan will be in effect.

Permits to be obtained:

- Building (tents and stage)
- BOH (Temp Food and Sanitation)
- Electric (Power)
- Special Event Liquor License

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

SPAT will pay all police, fire, rescue, shuttle, and outside security personal

Department of Public Works (DPW):

- Provide "No Parking" signs
- Provide barriers
- Mow grounds pre fest
- Maintenance and repair post fest
- SPAT will be responsible for any repair costs to Baker's Field

Police Department

- Work with SPAT to develop security and traffic plans
- Police details throughout the weekend including security, traffic flow, parking, etc
- Arrange highway signs
- Install barrier fences as needed
- More to be determined

Fire & Rescue

- Work with SPAT to update Incident Action Plan
- Provide staff necessary for emergency services including medical tent and ambulance located strategically outside of the Fest
- Deliver light tower to main stage
- More to be determined

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

Action by the Board of Selectmen:

_____ Approved as submitted

_____ Approved with the following condition(s): _____

_____ Disapproved for the following reason(s): _____

Date: _____

Processing Fee: \$50.00

Fee: _____

**FOR
“APPLICATION FOR PERMIT TO USE TOWN OWNED PROPERTY”**

To: Wellfleet Board of Selectmen
From: Kate Moreau, Wellfleet SPAT
Subject: Addendum I- Addition of Recreation Department Town Services Requested
Date: April 8, 2022
Initial submission date: February 23, 2022

This addendum provides additional agreements with the Recreation Department since the initial Application of Town use Permit submitted on February 23, 2022. These agreements should fall under the section titled: “*Describe any Town services requested (police details, DPW assistance, etc)*” and can be found below:

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

Recreation Department

- Monitor Baker’s Field conditions during setup and breakdown of OysterFest to ensure that all trucks are driven around the perimeter of the field in order to preserve the integrity of the field.
- SPAT will pay for protective field materials in order to mitigate damage to the grass and infield dirt surfacing. All field repair decisions will be determined in collaboration between the Wellfleet DPW and Wellfleet Rec Department. (*Costs TBD by DPW)
- SPAT will pay for relocation of programming following OysterFest if Baker’s Field is deemed unusable by the DPW for a set duration of time. Location of relocated programming will be determined in collaboration between SPAT and the Rec Department.
- SPAT will continue to use our Haas & Wilkerson Insurance Agency General Liability insurance policy that covers “Damage to Property” including the entirety of Baker’s Field and the Recreation area.

APPLICANT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSPECTIONS

<p><u>Health/Cons. Agent Signature:</u></p> <p><u>Comments/Conditions: Permits/Inspections needed:</u></p> <p>OK</p>	<p><u>Inspector of Buildings Signature:</u></p> <p><u>Comments/Conditions: Permits/Inspections needed:</u></p> <p>OK</p>
<p><u>Police Dept. Signature:</u></p> <p><u>Comments/Conditions:</u></p> <p>OK</p>	<p><u>Fire Dept. Signature:</u></p> <p><u>Comments/Conditions:</u></p> <p>OK</p>
<p><u>DPW Signature:</u></p> <p><u>Comments/Conditions:</u></p> <p>OK</p>	<p><u>Beach Dept. Signature:</u></p> <p><u>Comments/Conditions:</u></p> <p>OK</p>
<p><u>Shellfish Constable Signature:</u></p> <p><u>Comments/Conditions:</u></p> <p>OK</p>	<p><u>Harbormaster Signature:</u></p> <p><u>Comments/Conditions:</u></p> <p>OK</p>

<u>Recreation Dept. Signature:</u>	<u>Town Administrator:</u>
<u>Comments/Conditions:</u>	<u>Comments/Conditions:</u>



SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: July 12, 2022

IV

USE OF TOWN PROPERTY ~ C ~

REQUESTED BY:	Jack's Boat Rental ~ Mike Schiller, owner
DESIRED ACTION:	To approve the use of drop off areas from now until September 18, 2022.
PROPOSED MOTION: Summary:	I move to approve Jack's Boat Rentals to use the areas of Long Pond Powers Landing, Mayo Beach, Pleasant Point, Indian Neck & Gull Pond for drop offs from July 13, 2022 to September 18, 2022 from 9am -5pm.
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____

APPLICATION FOR PERMIT TO USE TOWN OWNED PROPERTY

TOWN OF WELLFLEET
300 MAIN STREET
WELLFLEET, MA 02667

Applicant Mike Schiller, Owner Affiliation or Group M&M Outdoors LLC, dba Jack's Boat Rental
Telephone Number 508-349-9808 Mailing Address PO Box 1410, Wellfleet, MA 02667
Email address mike@jacksboatrental.com 2616 Highway 6, Wellfleet, MA 02667

Town Property to be used (include specific area) drop-off areas at Long Pond, Powers Landing, Mayo Beach, Pleasant Point, Indian Neck, and Gull Pond.

Date(s) and hours of use: 9AM to 5 PM, Monday through Sunday, From approval date until September 18, 2022.

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.

My wife and I are the new owners of Jack's Boat Rental. We wish to drop off kayaks, canoes and paddleboards at Wellfleet town beaches for our customers. We will meet customers at any given location and hand-off the equipment directly to customers. No equipment will be left unattended at any time. We will pick up the equipment from customers on the same day and will meet customers on site so that no equipment is ever left unattended. We provide boats, paddles, and life vests for each participant. Any vehicle in Jack's employ will be properly signed, will turn off the engine while on site, and will not linger on site. Our customers will all have the required beach passes for their own vehicles.

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

None needed.

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

Action by the Board of Selectmen:

Approved as submitted

Approved with the following condition(s):

Disapproved for following reason(s):

Date:

Processing Fee: \$50.00

Fee:

APPLICANT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSPECTIONS

Health/Conservation Agent:	Inspector of Buildings:
Comments/Conditions:	ok - Jim Badera 7/5/22
Permits/Inspections needed:	Permits/Inspections needed:

Police Department:	Fire Department:
ok chief Hurley Comments/Conditions: 7/6	ok - Chief Rich Pauley Comments/Conditions: 7/5

DPW:	Community Services Director:
ok - Jay Norton Comments/Conditions 7/5	ok - Suzanne Thomas Comments/Conditions: 7/5

Harbormaster:	Shellfish:
Comments/Conditions	ok - Nancy Cuetta Comments/Conditions 7/5

Recreation:	Town Administrator:
Comments/Conditions	Comments/Conditions



SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: July 12, 2022

V

BUSINESS

~ A ~

REQUESTED BY:	Ryan Curley ~ Chair & Jay Norton DPW Director
DESIRED ACTION:	To review documents sent in from Stantec regarding the Route 6 Main Street 100% project design
PROPOSED MOTION: SUMMARY:	A motion will be made at the time of the meeting
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____



June 28, 2022

Selectboard
Meeting



Route 6 & Main Street Intersection Improvements

Presented By:

 Stantec

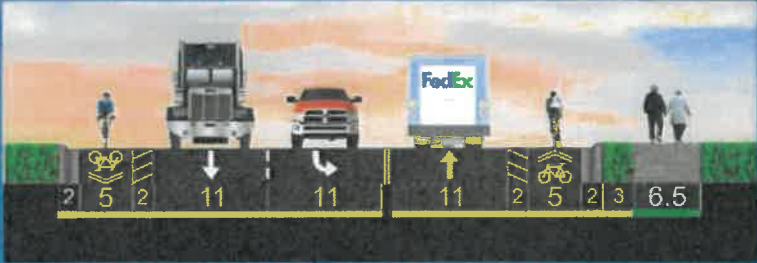
Agenda

- Design Update

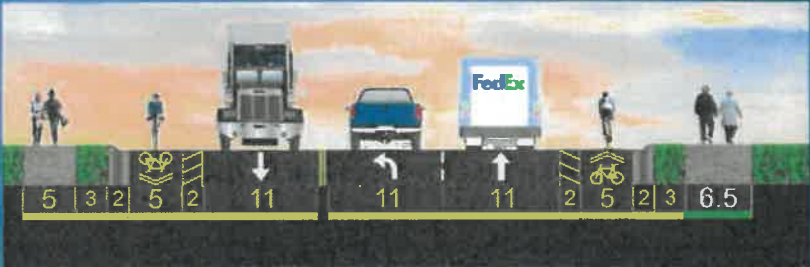


Route 6 Cross Section

(Reduced East Side Grass Buffer)



North of Main Street



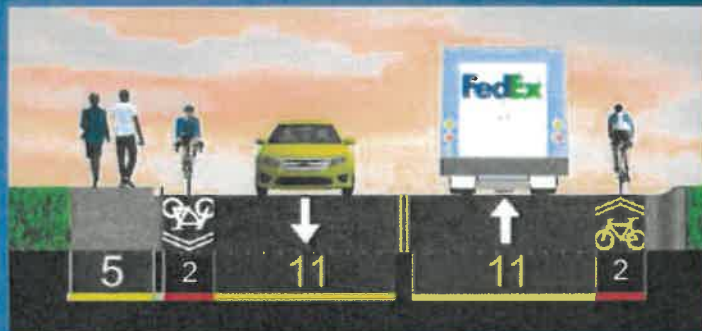
South of Main Street



Main Street Cross Section

(Reduced Shoulder Width)

- 'Share the Road'
 - Vehicles will encroach on opposite lane to pass bicyclists
- Increases existing road width 1 foot



QUESTIONS & COMMENTS

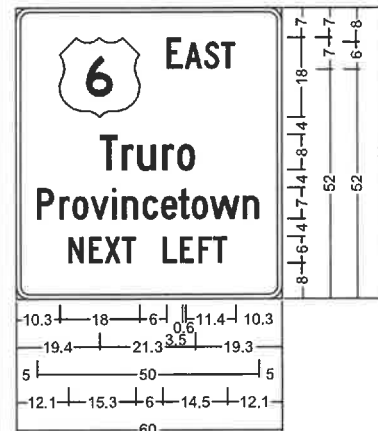


**WELLFLEET
ROUTE 6 / MAIN STREET**

STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MA	-	63	133
PROJECT FILE NO.		607397	

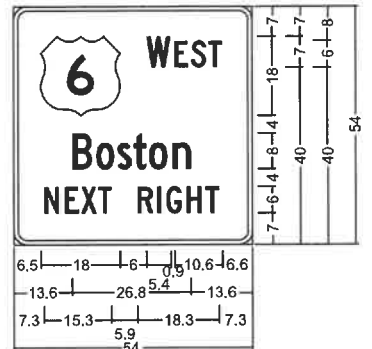
GUIDE SIGN SUMMARY

MA-D1-6-1		
5.00'	5.50'	27.50 SF
BACKGROUND	LEGEND	BORDER
GREEN REFL.	SILVER WHITE	SILVER WHITE



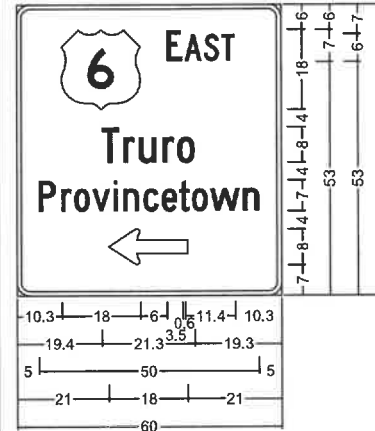
3.0" Radius, 1.0" Border, White on, Green;
 "EAST", C 2K; "Truro", C 2K;
 "Provincetown", C 2K;
 "NEXT LEFT", C 2K;

MA-D1-5-7		
4.50'	4.50'	20.25 SF
BACKGROUND	LEGEND	BORDER
GREEN REFL.	SILVER WHITE	SILVER WHITE



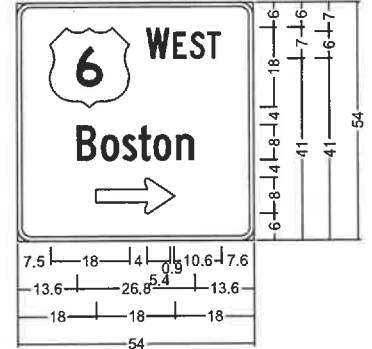
3.0" Radius, 1.0" Border, White on, Green;
 "WEST", C 2K;
 "Boston", C 2K;
 "NEXT RIGHT", C 2K;

MA-D1-6-2		
5.00'	5.50'	27.50 SF
BACKGROUND	LEGEND	BORDER
GREEN REFL.	SILVER WHITE	SILVER WHITE



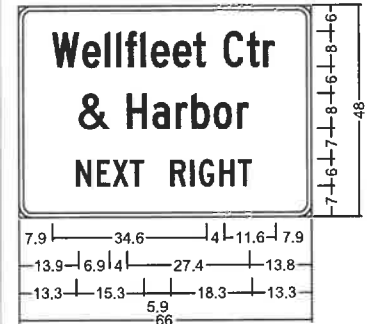
3.0" Radius, 1.0" Border, White on, Green;
 "EAST", C 2K; "Truro", C 2K;
 "Provincetown", C 2K;
 Standard Arrow Custom 18.0" X 8.1" 180°;

MA-D1-5-8		
4.50'	4.50'	20.25 SF
BACKGROUND	LEGEND	BORDER
GREEN REFL.	SILVER WHITE	SILVER WHITE



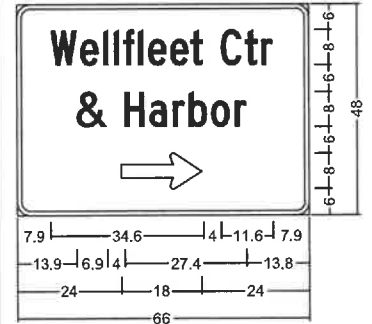
3.0" Radius, 1.0" Border, White on, Green;
 "WEST", C 2K;
 "Boston", C 2K;
 Standard Arrow Custom 18.0" X 8.1" 0°;

MA-D1-5-1		
5.50'	4.00'	22.00 SF
BACKGROUND	LEGEND	BORDER
GREEN REFL.	SILVER WHITE	SILVER WHITE



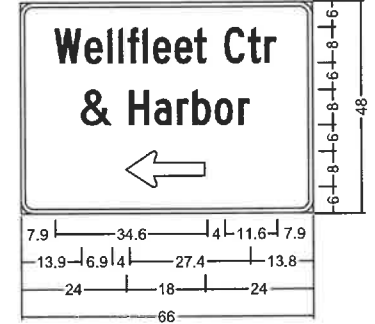
3.0" Radius, 1.0" Border, White on, Green;
 "Wellfleet Ctr", C 2K;
 "& Harbor", C 2K;
 "NEXT RIGHT", C 2K;

MA-D1-5-2 (PBS)		
5.50'	4.00'	29.33 SF
BACKGROUND	LEGEND	BORDER
GREEN REFL.	SILVER WHITE	SILVER WHITE



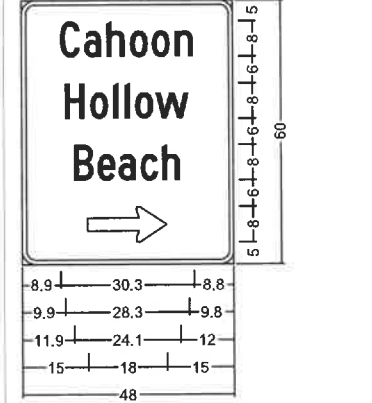
3.0" Radius, 1.0" Border, White on, Green;
 "Wellfleet Ctr", C 2K;
 "& Harbor", C 2K;
 Standard Arrow Custom 18.0" X 8.1" 0°;

AREA INCREASED 1/3 FOR PRINTING BOTH SIDES



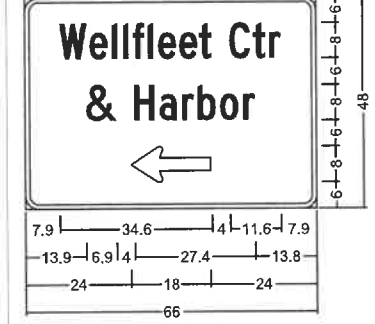
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 "Wellfleet Ctr", C 2K;
 "& Harbor", C 2K;
 Standard Arrow Custom 18.0" X 8.1" 180°;

MA-D1-5-3		
4.00'	5.00'	20.00 SF
BACKGROUND	LEGEND	BORDER
GREEN REFL.	SILVER WHITE	SILVER WHITE



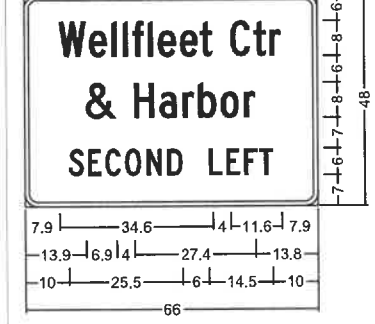
3.0" Radius, 1.0" Border, White on, Green;
 "Cahoon", C 2K;
 "Hollow", C 2K;
 "Beach", C 2K;
 Standard Arrow Custom 18.0" X 8.1" 0°;

MA-D1-5-5		
5.50'	4.00'	22.00 SF
BACKGROUND	LEGEND	BORDER
GREEN REFL.	SILVER WHITE	SILVER WHITE

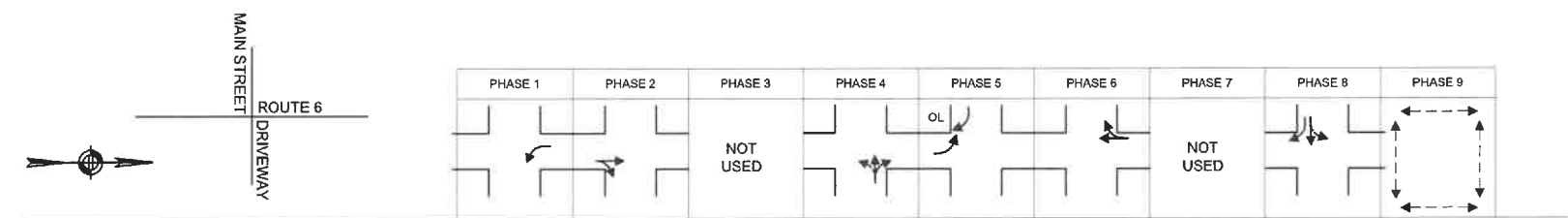


3.0" Radius, 1.0" Border, White on, Green;
 "Wellfleet Ctr", C 2K;
 "& Harbor", C 2K;
 Standard Arrow Custom 18.0" X 8.1" 180°;

MA-D1-5-6		
5.50'	4.00'	22.00 SF
BACKGROUND	LEGEND	BORDER
GREEN REFL.	SILVER WHITE	SILVER WHITE



3.0" Radius, 1.0" Border, White on, Green;
 "Wellfleet Ctr", C 2K;
 "& Harbor", C 2K;
 "SECOND LEFT", C 2K;



SEQUENCE AND TIMING FOR FULL ACTUATED CONTROL (ISOLATED)

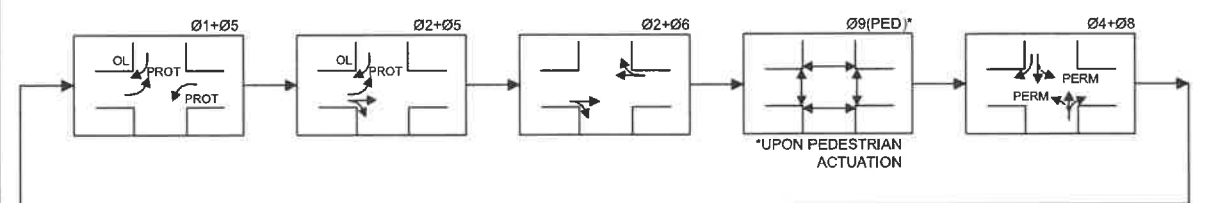
STREET	DIRECTION	HOUSINGS	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	FLASH OPER		
ROUTE 6	SB	A,B,C	R	R	R	R	R	R					R	R	R	R	R	G	Y	R						R	R	R	R	R	R	FY
ROUTE 6	SB	D	<G	<Y	<R	<R	<R	<R					<R	<R	<R	<R	<R	<R	<R	<R						<R	<R	<R	<R	<R	<R	<FR
MAIN STREET	EB	E,Q	R	R	R	R	R	R					R	R	R	R/G>	R/Y>	R	R	R	R					G	Y	R	R	R	R	FR
MAIN STREET	EB	F,G	R	R	R	R	R	R					R	R	R	R	R	R	R	R	R					G	Y	R	R	R	R	FR
ROUTE 6	NB	L	<R	<R	<R	<R	<R	<R					<R	<R	<R	<G	<Y	<R	<R	<R					<R	<R	<R	<R	<R	<R	<FR	
ROUTE 6	NB	H,J,K	R	R	R	G	Y	R					R	R	R	R	R	R	R	R					R	R	R	R	R	R	FY	
DRIVEWAY	WB	M,N	R	R	R	R	R	R					G	Y	R	R	R	R	R	R					R	R	R	R	R	R	FR	
PEDESTRIAN	ALL	P1-P8	DW	DW	DW	DW	DW	DW					DW	DW	DW	DW	DW	DW	DW	DW					DW	DW	DW	W	FDW	DW	OUT	

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	
MINIMUM GREEN (INITIAL)	8			15						7			8		15								7					
PASSAGE TIME (VEHICLE)	3			3						3			3		3								3					
MAXIMUM 1	8			38						8			20		24								8					
MAXIMUM 2	6			59						6			19		46								6					
MAXIMUM 3	6			55						6			24		37								6					
YELLOW CLEARANCE		3.5			5						3.5			3.5		5							3.5					
RED CLEARANCE			2			2						2			2										2			
WALK (W)																										7		
PEDESTRIAN CLEARANCE																											17	4
RECALL			OFF		SOFT						OFF		OFF		SOFT								OFF		OFF			
MEMORY			NON-LOCK		NON-LOCK						NON-LOCK		NON-LOCK		NON-LOCK								NON-LOCK		NON-LOCK		LOCK (PED)	

TECHNICAL NOTES

- ANY PHASE NOT CALLED WILL BE SKIPPED. SIGNAL INDICATION WILL NOT CHANGE IF THE ASSIGNED RIGHT OF WAY DOES NOT CHANGE DURING THE NEXT PHASE CALLED.
- THE RIGHT-OF-WAY MAY BE ASSIGNED TO ANY PHASE OR ANY COMBINATION OF NON-CONFLICTING PHASES. IF CALLS EXIST ON ALL PHASES, THE RIGHT-OF-WAY SHALL BE ASSIGNED IN ACCORDANCE WITH THE PREFERENTIAL PHASING SEQUENCE.
- FLASHING OPERATION PER M.U.T.C.D. SECTION 4D.28 THROUGH SECTION 4D.31
- MAX I = NORMAL OPERATION
MAX II = MON-FRI, 3PM - 7PM
MAX III = SAT, 11AM - 2PM

PREFERENTIAL PHASING DIAGRAM

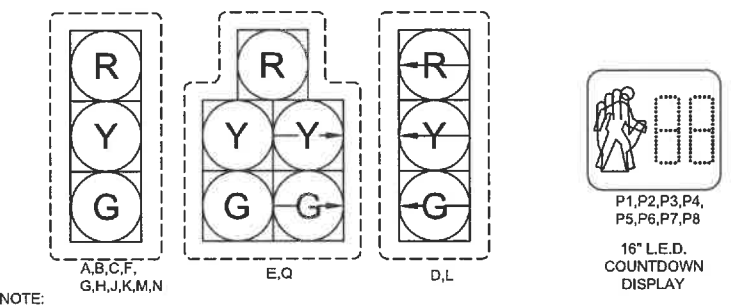


EMERGENCY VEHICLE PRE-EMPTION			
STREET	DIR.	DETECTOR	PHASE
ROUTE 6	SB	D1	Ø1 & Ø6
ROUTE 6	NB	D2	Ø2 & Ø5
MAIN STREET	EB	D3	Ø8

EMERGENCY VEHICLE PREEMPTION OPERATION:

- EMERGENCY VEHICLE PREEMPTION SHALL BE ACTUATED BY AN OPTICAL SIGNAL FROM AN OPTICAL EMITTER MOUNTED ON AN EMERGENCY VEHICLE AND RECEIVED BY AN OPTICAL DETECTOR LOCATED AT INTERSECTION. A SEPARATE RECEIVING DETECTOR IS REQUIRED FOR EACH DETECTED APPROACH.
- PREEMPTION SIGNALS FROM MULTIPLE APPROACHES SHALL BE SERVICED ON A FIRST DETECTED FIRST SERVED BASIS.
- IN RESPONSE TO A PREEMPTION SIGNAL RECEIVED AT AN INTERSECTION BY AN OPTICAL DETECTOR, THE CONTROLLER SHALL TIME THE CLEARANCE INTERVALS OF THE ACTIVE PHASE (IF DIFFERENT THAN TO BE SERVICED) AND ADVANCE TO AND/OR HOLD EMERGENCY VEHICLE PREEMPTION PHASE UNTIL PREEMPTION SIGNAL CEASES. THE CONTROLLER SHALL THEN TIME CLEARANCES AND SIMILARLY SERVICE OTHER EMERGENCY VEHICLE PREEMPTION SEQUENCES IN THE ORDER RECEIVED (IF RECEIVED) OTHERWISE, RESUME NORMAL PREFERENTIAL PHASE SEQUENCE.
- THE MINIMUM GREEN TIME AND FULL CHANGE AND CLEARANCE INTERVAL SHALL BE PROVIDED ON ANY PHASE THAT IS TERMINATED BY PREEMPTION DEMAND.
- ACTUAL TIMING FOR PREEMPTION SHALL BE DETERMINED IN THE FIELD IN COORDINATION WITH THE FIRE DEPARTMENT AND SHALL BE APPROVED BY MASSDOT PRIOR TO OPERATION.
- THE CONFIRMATION STROBE SHALL ONLY BE ILLUMINATED WHILE THE PREEMPTED PHASE IS DISPLAYING A GREEN INDICATION.

SIGNAL FACES



- NOTE:**
- ALL VEHICLE INDICATIONS SHALL BE 12" LED AND BE EQUIPPED WITH TUNNEL VISORS.
 - ALL VEHICLE INDICATIONS SHALL BE BE EQUIPPED WITH 5" NON-LOUVERED BACKPLATES WITH 3" REFLECTORIZED YELLOW BORDER.

FOUNDATION LOCATIONS					
FOUNDATION LOC.	TYPE	R*	STATION	OFFSET**	
1	SP	A	30+83	36L	8-FT SIGNAL POST
2	SP	B	100+41	41L	8-FT SIGNAL POST
3	MA	B	100+55	34L	60-FT MAST ARM STEEL
4	SP	A	31+09	33R	8-FT SIGNAL POST
5	MA	A	31+04	42R	35-FT MAST ARM STEEL
6	SP	A	30+87	31R	10-FT SIGNAL POST
7	SP	A	100+75	38R	10-FT SIGNAL POST
8	MA	A	100+78	47R	8-FT SIGNAL POST
9	SP	B	32+25	32L	25-FT SIGNAL POST
10	SP	A	32+15	32R	8-FT SIGNAL POST
11	MA	A	31+84	44R	50' MAST ARM STEEL
12	SP	A	31+75	35R	8-FT SIGNAL POST
13	CAB	A	31+75	31R	DOOR FACES EAST

* A = ROUTE 6
B = MAIN STREET
** OFFSETS MEASURED FROM BASELINE TO CENTER OF FOUNDATION

MAJOR ITEM LIST	
QTY.	DESCRIPTION
1	8 PHASE NEMA TS2 TYPE 1 ATC COMPLIANT CONTROLLER, W/TYPE 6 CABINET, INCLUDING CEM CONC FOUNDATION AND FOUNDATION PAD
1	60 FT MAST ARM (STEEL), W/STREET LIGHTING LUMINAIRE, BASE AND CEM CONCRETE FOUNDATION
2	45 FT MAST ARM (STEEL), W/STREET LIGHTING LUMINAIRE, BASE AND CEM CONCRETE FOUNDATION
1	35 FT MAST ARM (STEEL), BASE AND CEM CONCRETE FOUNDATION
6	8 FT TRAFFIC SIGNAL POST, BASE & CEM CONC FOUNDATION
2	10 FT TRAFFIC SIGNAL POST, BASE & CEM CONC FOUNDATION
12	1-WAY, 3 SECTION SIGNAL HEAD, 12" L.E.D. LENS (W/ VISORS)
2	1-WAY, 5 SECTION SIGNAL HEAD, 12" L.E.D. LENS (W/ VISORS)
14	5" NON-LOUVERED BACKPLATES WITH 3" RETROREFLECTIVE (YELLOW) BORDER
1	VIDEO DETECTION SYSTEM
8	PEDESTRIAN SIGNAL HEAD (L.E.D.), WITH COUNTDOWN DISPLAY
8	ACCESSIBLE PEDESTRIAN SIGNAL PUSH BUTTON ASSEMBLY (INCL. SIGN & SADDLE)
1	PRE-EMPTION PHASE SELECTOR
1	EMERGENCY PRE-EMPTION CONFIRMATION STROBE
3	EMERGENCY PRE-EMPTION RECEIVERS
1	TRANSIT SIGNAL PRIORITY SYSTEM
1	ELECTRIC SERVICE CONNECTION (FROM UP)
1	24"x13"x36" ELECTRIC HANDHOLE - SD2.022 (PAID UNDER 811.22)
8	12"x12" PULL BOX -SD2.031 (PAID UNDER ITEM 811.31)
530 FT	3 INCH ELECTRICAL CONDUIT TYPE NM-PLASTIC (UL) (PAID UNDER ITEM 804.3)

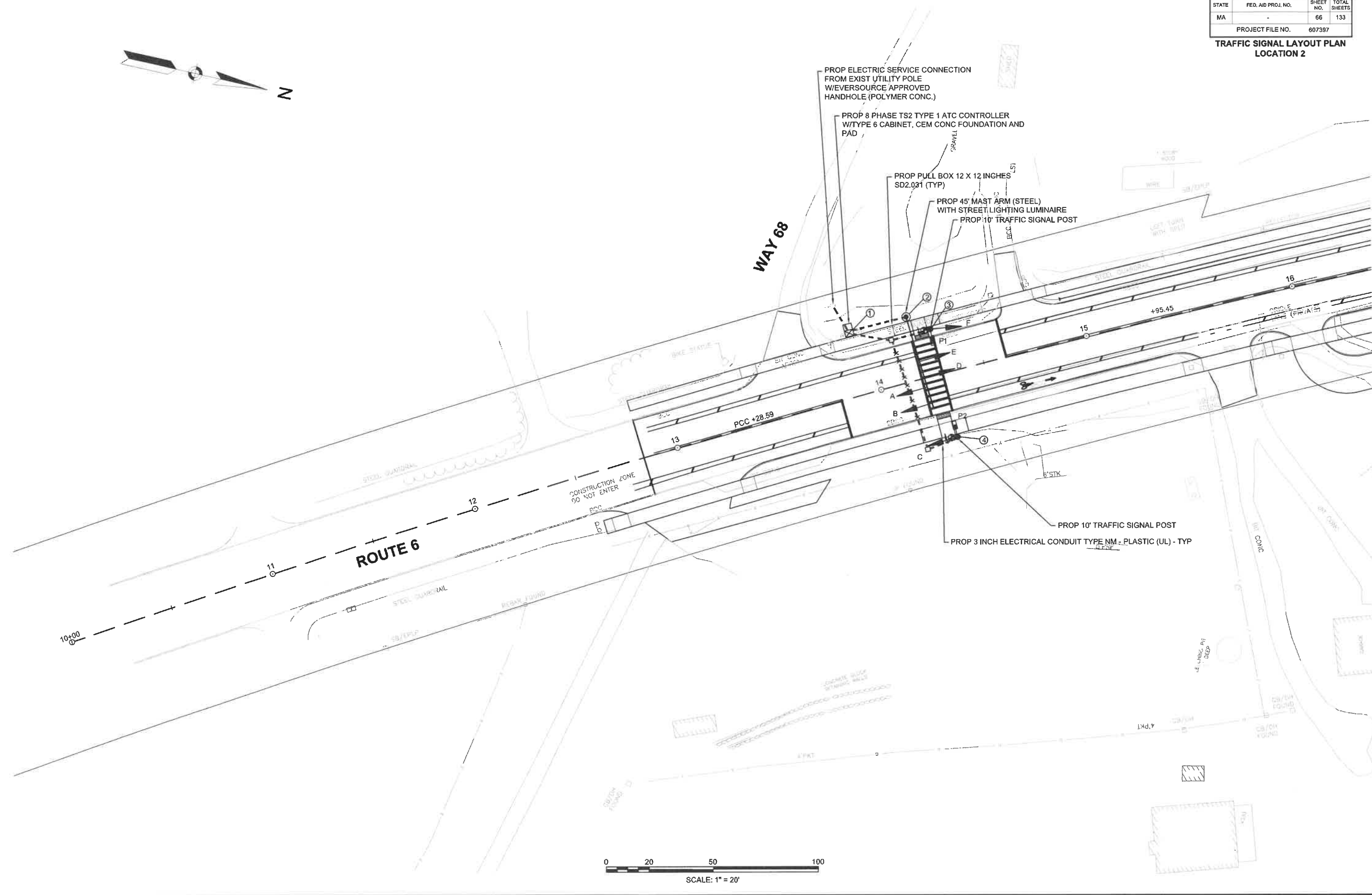
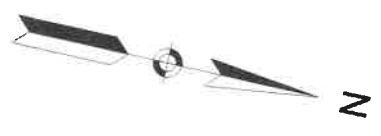
PLUS ALL NECESSARY DUCT, CABLE, LABOR, MISCELLANEOUS MATERIALS AND EQUIPMENT TO COMPLETE THE INSTALLATION.

DETECTOR OPERATION								
DETECTION ZONE	ZONE SIZE (FT)	PROCESSOR NO.	CHANNEL NO.	Ø CALLED	Ø EXT.	MODE: A=PULSE B=PRES. C=CALLING	DELAY (SEC)	EXT. (SEC)
1	6x6	1	1	2	2	B	-	-
2	6X54	1	2	5	5	B	-	-
3	6X54	2	1	2	2	B	-	-
4	6X54	2	2	8	8	B	-	-
5	6X54	3	1	8	8	B	5	-
6	6x6	3	2	6	6	B	-	-
7	6X54	4	1	1	1	B	-	-
8	6X54	4	2	6	6	B	-	-
9	6X20	5	1	4	4	B	5	-
10	6X4	5	2	4	4	B	-	-
11	6X4	6	1	8	8	B	-	-
12	6X4	6	2	2	2	B	-	-
13	6X4	7	1	6	6	B	-	-

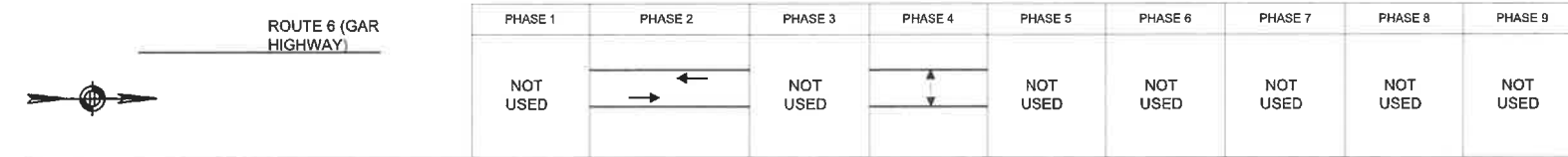
**WELLFLEET
ROUTE 6 / MAIN STREET**

STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MA		66	133
PROJECT FILE NO.		607397	

**TRAFFIC SIGNAL LAYOUT PLAN
LOCATION 2**



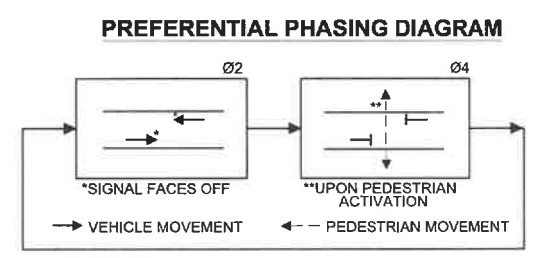
0 20 50 100
SCALE: 1" = 20'



SEQUENCE AND TIMING FOR FULL ACTUATED CONTROL (ISOLATED)

STREET	DIRECTION	HOUSINGS	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28
ROUTE 6 (GAR HIGHWAY)	NB	A,B,C				OUT	FY	Y	R					R	AR	AR														
ROUTE 6 (GAR HIGHWAY)	SB	D,E,F				OUT	FY	Y	R					R	AR	AR														
PEDESTRIAN	ALL	P1 - P2				DW	DW	DW	DW					W	FDW	DW														
			TIMING IN SECONDS																											
MINIMUM GREEN (INITIAL)			40																											
PASSAGE TIME (VEHICLE)																														
MAXIMUM 1																														
MAXIMUM 2																														
MAXIMUM 3																														
YELLOW CLEARANCE			5 5																											
RED CLEARANCE			1																											
WALK (W)			7																											
PEDESTRIAN CLEARANCE			7 3																											
RECALL			SOFT OFF																											
MEMORY			NONE LOCK (PED)																											

AR = ALTERNATING RED



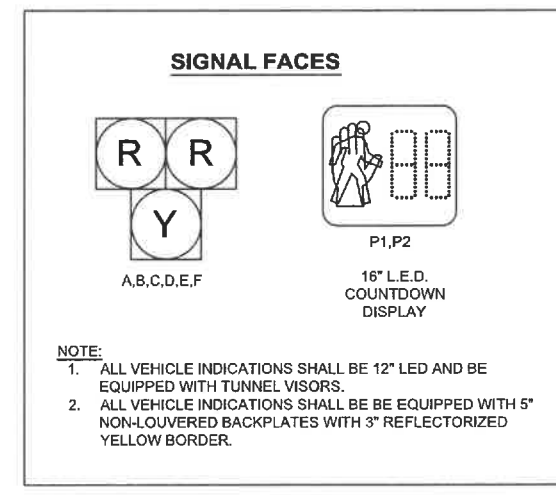
SEQUENCE & TIMING NOTES

1. PEDESTRIAN PHASE UPON PUSH BUTTON ACTIVATION ONLY.
2. VEHICULAR SIGNAL HEADS SHALL BE ON DARK MODE IF THERE IS NO PEDESTRIAN ACTIVATION.
3. THE HYBRID BEACON SHALL OPERATE THROUGH NORMAL SEQUENCE WHEN ACTIVATED BY PUSH BUTTON. DURATION OF HYBRID BEACON OPERATION UPON RECEIPT OF A VALID CALL SHALL BE AS SHOWN ON THE SEQUENCE AND TIMING CHART.
4. SUCCESSIVE PEDESTRIAN ACTIVATION WILL HAVE A MINIMUM DELAY OF 40 SECONDS OF GREEN TIME ON ROUTE 6.
5. PEDESTRIAN COUNTDOWN DISPLAY SHALL ONLY BE DISPLAYED DURING THE ALTERNATING FLASHING RED INTERVAL.

FOUNDATION LOCATIONS

FOUNDATION LOC.	TYPE	STATION	OFFSET**	
1	CAB	RT 6	13+92	29L DOOR FACES WEST
2	MA	RT 6	14+20	30L 45-FT MAST ARM STEEL
3	SP	RT 6	14+31	21L 10-FT SIGNAL POST
4	SP	RT 6	14+31	33R 25-FT SIGNAL POST

** OFFSETS MEASURED FROM BASELINE TO CENTER OF FOUNDATION



MAJOR ITEM LIST





















QTY.	DESCRIPTION
1	8 PHASE NEMA TS2 TYPE 1 ATC COMPLIANT CONTROLLER , W/TYPE 6 CABINET, INCLUDING CEM CONC FOUNDATION AND FOUNDATION PAD
1	45 FT MAST ARM (STEEL), W/STREET LIGHTING LUMINAIRE, R10-23a SIGN, BASE AND CEM CONCRETE FOUNDATION
2	10 FT TRAFFIC SIGNAL POST, BASE & CEM CONC FOUNDATION
6	1-WAY, 3 SECTION SIGNAL STACKED HEAD, 12" L.E.D. LENS (W/ VISORS)
6	5" NON-LOUVERED BACKPLATES WITH 3" RETROREFLECTIVE (YELLOW) BORDER
2	PEDESTRIAN SIGNAL HEAD (L.E.D.), WITH COUNTDOWN DISPLAY
2	ACCESSIBLE PEDESTRIAN SIGNAL PUSH BUTTON ASSEMBLY (INCL. SIGN & SADDLE)
1	ELECTRIC SERVICE CONNECTION (FROM UP)
2	12"x12" PULL BOX -SD2.031 (PAID UNDER ITEM 811.31)
160 FT	3 INCH ELECTRICAL CONDUIT TYPE NM-PLASTIC (UL) (PAID UNDER ITEM 804.3)

PLUS ALL NECESSARY DUCT, CABLE, LABOR, MISCELLANEOUS MATERIALS AND EQUIPMENT TO COMPLETE THE INSTALLATION.

TTCP GENERAL NOTES

1. ALL TEMPORARY TRAFFIC CONTROL WORK SHALL CONFORM TO THE 2009 "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" (MUTCD), WITH LATEST REVISIONS AND MASSACHUSETTS AMENDMENTS.
2. ALL SIGN LEGENDS, BORDERS AND MOUNTINGS SHALL BE IN ACCORDANCE WITH THE 2009 MUTCD, WITH LATEST REVISIONS AND MASSACHUSETTS AMENDMENTS.
3. TEMPORARY CONSTRUCTION SIGNING AND ALL OTHER TRAFFIC CONTROL DEVICES SHALL BE IN PLACE PRIOR TO THE START OF WORK.
4. TEMPORARY CONSTRUCTION SIGNING, BARRICADES AND ALL OTHER NECESSARY WORK ZONE TRAFFIC CONTROL DEVICES SHALL BE REMOVED FROM THE HIGHWAY OR COVERED WHEN THEY ARE NOT REQUIRED FOR CONTROL OF TRAFFIC. ALL SIGNS INSTALLED BY THE CONTRACTOR SHALL BE MAINTAINED FOR THE DURATION OF CONSTRUCTION AND REMOVED UPON COMPLETION.
5. SIGNS AND SIGN SUPPORTS LOCATED ON OR NEAR THE TRAVELED WAY, CHANNELIZING DEVICES, BARRIERS, AND CRASH ATTENUATORS MUST PASS THE CRITERIA SET FORTH IN THE "MANUAL FOR ASSESSING SAFETY HARDWARE" (MASH).
6. THE CONTRACTOR SHALL NOTIFY AND COORDINATE ACCESS WITH EACH ABUTTER AT LEAST 48 HOURS IN ADVANCE OF THE START OF ANY WORK THAT WILL REQUIRE THE TEMPORARY CLOSURE OF ACCESS, SUCH AS CONDUIT INSTALLATION, EXISTING PAVEMENT EXCAVATION, TEMPORARY PAVEMENT PLACEMENT AND SIMILAR OPERATIONS.
7. THE FIRST TEN PLASTIC DRUMS OF A TAPER SHALL BE MOUNTED WITH TYPE A SEQUENTIAL FLASHING LIGHTS.
8. MAXIMUM SPACING OF TRAFFIC DEVICES IN A TAPER IS EQUAL IN FEET TO THE POSTED SPEED LIMIT IN MPH. AT LOCATIONS NEAR ROAD CLOSURES, REDUCE THE SPACING TO HALF OF MAXIMUM.
9. THE MINIMUM TRAVEL LANE WIDTH IS TO BE 11 FEET, UNLESS OTHERWISE NOTED.
10. SIGN LOCATIONS SHOWN ON THE PLANS ARE APPROXIMATE ONLY. DISTANCES SHOWN ON THE PLANS ARE TO BE USED AS A GUIDE AND MAY BE ADJUSTED IN THE FIELD BY THE ENGINEER.
11. ALL SIGNS SHALL BE MOUNTED ON THEIR OWN STANDARD SIGN SUPPORTS, UNLESS OTHERWISE NOTED ON THE PLAN. SIGNS INSTALLED ON PORTABLE STANDS REQUIRE A 12-INCH MINIMUM MOUNTING HEIGHT FROM THE ROADWAY SURFACE TO THE BOTTOM OF THE SIGN. SIGNS INSTALLED ON PORTABLE STANDS AMONG CHANNELIZING DEVICES REQUIRE A 36-INCH MINIMUM MOUNTING HEIGHT FROM THE ROADWAY SURFACE TO THE BOTTOM OF THE SIGN. SIGNS MOUNTED ON POSTS REQUIRE A 7-FOOT MINIMUM MOUNTING HEIGHT FROM THE ROADWAY OR SIDEWALK SURFACE TO THE BOTTOM OF THE SIGN.
12. ALL PUBLIC OR PRIVATE PROPERTY DISTURBED BY THE CONTRACTOR'S OPERATIONS SHALL BE RESTORED TO ITS ORIGINAL CONDITION OR BETTER.
13. PRIOR TO THE COMMENCEMENT OF THE CONTRACTOR'S OPERATIONS THE CONTRACTOR SHALL CONTACT DIGSAFE (1-888-344-7233 or 1-888-DIG-SAFE) TO MARK OUT UTILITIES WITHIN THE PROJECT AREA.
14. THESE TRAFFIC CONTROL PLANS ARE PROVIDED AS A GUIDE FOR TYPICAL WORK ZONE TRAFFIC CONTROL APPLICATIONS. THEY ARE NOT INTENDED TO COVER ALL POSSIBLE CONSTRUCTION OPERATIONS WHICH THE CONTRACTOR MAY EMPLOY. TRAFFIC CONTROL FOR CONSTRUCTION OPERATIONS, IF APPLICABLE, SHALL BE IN ACCORDANCE WITH THE 2009 MUTCD, WITH LATEST REVISIONS AND MASSACHUSETTS AMENDMENTS.
15. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL PROPOSED PORTABLE CHANGEABLE MESSAGE SIGNS (PCMS) IN THE FIELD SUCH THAT VEHICULAR AND PEDESTRIAN TRAFFIC IS NOT IMPEDED.
16. POLICE DETAILS SHOWN ON THE PLANS INDICATE A NEED FOR POLICE INCIDENTAL TO A SPECIFIC TRAFFIC CONFIGURATION AND DO NOT REPRESENT ACTUAL LOCATIONS OR NUMBERS REQUIRED. THE ENGINEER SHALL DETERMINE THE SPECIFIC LOCATIONS OF POLICE DETAILS AND THE NUMBER OF DETAILS REQUIRED.
17. THE CONTRACTOR SHALL MAINTAIN ADA-COMPLIANT PEDESTRIAN ACCESS ALONG ALL SIDEWALKS AND CROSSWALKS, AND TO ALL ABUTTERS. ANY PEDESTRIAN DETOURS SHALL INCLUDE A FULLY ADA-COMPLIANT PEDESTRIAN DETOUR ROUTE WITH PROPER BARRICADES, RAILINGS, RAMPS, AND SIGNAGE.

LEGEND:

-  REFLECTORIZED PLASTIC DRUM OR 36" CONE
-  POLICE DETAIL
-  TYPE III BARRICADE
-  PORTABLE CHANGEABLE MESSAGE SIGN
-  ARROW BOARD
-  DBYL DOUBLE YELLOW LINE (2 - 6" LINES)
-  SYL SINGLE YELLOW LINE - 6"
-  SWL SINGLE WHITE LINE - 6"
-  BWL BROKEN WHITE LINE (6" WHITE LINE 10' LONG, 30' SPACE)
-  CW CROSSWALK (2 - 12" WHITE LINES 10' O.C.)
-  SL STOP LINE (12" WHITE LINE 4' BEHIND CW)
-  WORK ZONE
-  DIRECTION OF CONSTRUCTION TRAFFIC
-  DIRECTION OF EXISTING TRAFFIC
-  IMPACT ATTENUATOR
-  MEDIAN BARRIER
-  WORK VEHICLE
-  TRUCK MOUNTED ATTENUATOR
-  TRAFFIC OR PEDESTRIAN SIGNAL
-  CONSTRUCTION SIGN

TAPER LENGTH CRITERIA FOR TEMPORARY TRAFFIC CONTROL ZONES

TYPE OF TAPER	TAPER LENGTH (L)
MERGING TAPER	AT LEAST L
SHIFTING TAPER	AT LEAST 0.5L
SHOULDER TAPER	AT LEAST 0.33L
ONE-LANE, TWO-WAY TRAFFIC TAPER	50 FT MINIMUM, 100 FT MAXIMUM
DOWNSTREAM TAPER	100 FT PER LANE

FORMULAS FOR DETERMINING TAPER LENGTHS

SPEED LIMIT (S)	TAPER LENGTH (L)
40 MPH OR LESS	$L = \frac{WS^2}{50}$
45 MPH OR MORE	$L = WS$

**WELLFLEET
ROUTE 6 / MAIN STREET**

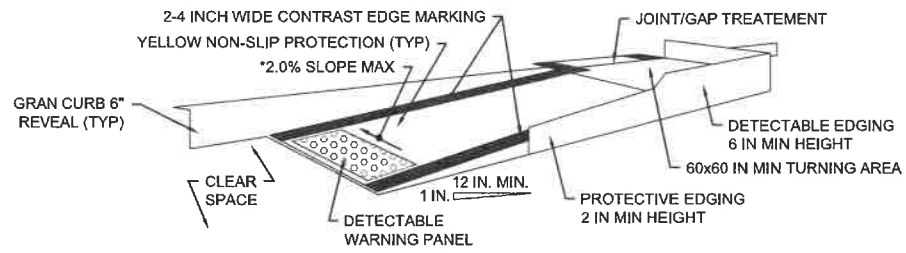
STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MA	-	68	133
PROJECT FILE NO.		607397	

**TEMPORARY TRAFFIC CONTROL PLANS
TRAFFIC CONTROL LEGEND AND
GENERAL NOTES**

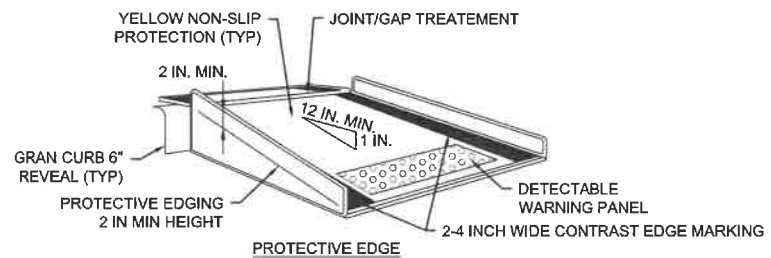
WELLFLEET ROUTE 6 / MAIN STREET			
STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MA	-	69	133
PROJECT FILE NO.		607397	

TEMPORARY TRAFFIC CONTROL PLANS
PEDESTRIAN DETAILS

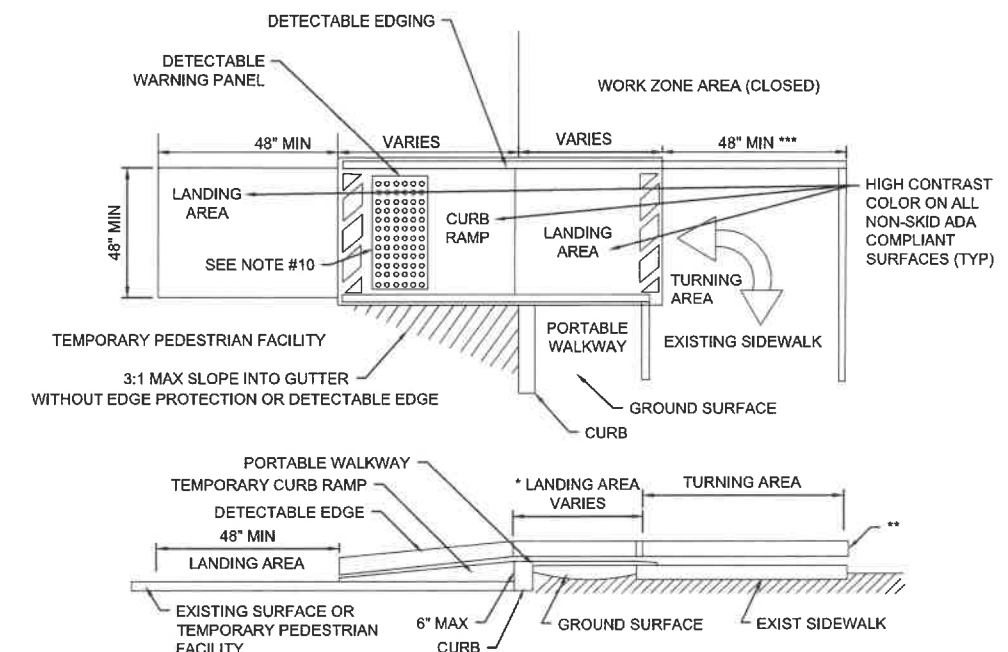
- NOTES:
- CURB RAMPS SHALL BE 60 IN. MINIMUM WIDTH WITH A FIRM, STABLE AND NON-SLIP SURFACE.
 - PROTECTIVE EDGING WITH A 2 IN. MINIMUM HEIGHT SHALL BE INSTALLED WHEN THE CURB RAMP OR LANDING PLATFORM HAS A VERTICAL DROP OF 6 IN. OR GREATER OR HAS A SIDE APRON SLOP STEEPER THAN 1:3 (33%). PROTECTIVE EDGING SHOULD BE CONSIDERED WHEN THE CURB RAMPS OR LANDING PLATFORMS HAVE A VERTICAL DROP OF 3 IN. OR MORE.
 - DETECTABLE EDGING WITH 6 IN. MINIMUM HEIGHT AND CONTRASTING COLOR SHALL BE INSTALLED ON ALL CURB RAMP LANDINGS WHERE THE WALKWAY CHANGES DIRECTION (TURNS).
 - THE CURB RAMP WALKWAY AND LANDING AREA SURFACE SHALL BE OF A SOLID CONTINUOUS CONTRASTING COLOR ABUTTING UP TO THE EXISTING SIDEWALK.
 - CURB RAMPS AND LANDINGS SHOULD HAVE A 1:50 (2%) MAX CROSS-SLOPE.
 - CLEAR SPACE OF 48x48 IN. MINIMUM SHALL BE PROVIDED ABOVE AND BELOW THE CURB RAMP.
 - WATER FLOW IN THE GUTTER SYSTEM SHALL HAVE MINIMAL RESTRICTION.
 - LATERAL JOINTS OR GAPS BETWEEN SURFACES SHALL BE LESS THAN 0.5 IN. WIDTH.
 - CHANGES BETWEEN SURFACE HEIGHTS SHOULD NOT EXCEED 0.5 IN. LATERAL EDGES SHOULD BE VERTICAL UP TO 0.25 IN. HIGH, AND BEVELED AT 1:2 BETWEEN 0.25 IN. AND 0.5 IN. HEIGHT.
 - IF A TEMPORARY PEDESTRIAN RAMP LEADS TO A CROSSWALK, THEN A DETECTABLE WARNING PAD MUST BE ADHERED TO THE BASE OF THE RAMP. IF IT LEADS TO A PROTECTED PEDESTRIAN BYPASS THAT DOES NOT CONFLICT WITH VEHICULAR TRAFFIC, THEN A PAD SHALL NOT BE INSTALLED ON THE RAMP.



TEMPORARY CURB RAMP - PARALLEL TO CURB

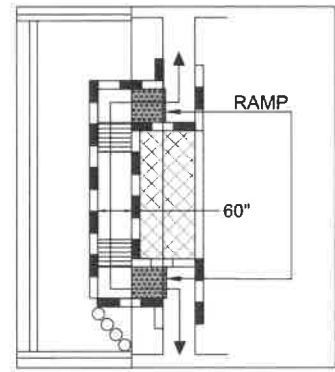


TEMPORARY CURB RAMP - PERPENDICULAR TO CURB



TEMPORARY CURB RAMP

- * LANDING AREA USED TO OVERLAP NON-ADA COMPLIANT SURFACES
- ** DETECTABLE EDGE REMOVED IF A CONTINUOUS SIDEWALK
- *** 60" IF AN OBSTRUCTION IS AT BACK OF SIDEWALK

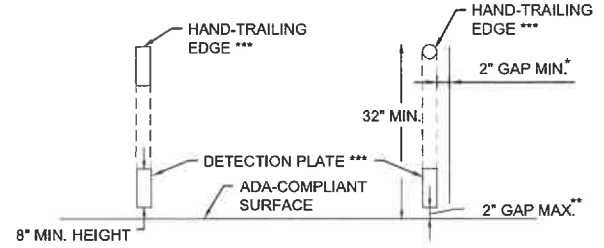


* PEDESTRIAN CHANNELIZING DEVICE

- When existing pedestrian facilities are disrupted, closed, or relocated in a TTC zone, temporary facilities shall be provided and they shall be detectable and include accessibility features consistent with the features present in the existing pedestrian facility.
- A pedestrian channelizing device that is detectable by a person with a visual disability traveling with the aid of a long cane shall be placed across the full width of the closed sidewalk.
- When used, temporary ramps shall comply with Americans with Disabilities Act (see Temporary Curb Ramp Detail, this sheet).
- The alternate pathway should have a smooth continuous hard surface for the entire length of the temporary pedestrian facility.
- The protective requirements of a TTC situation have priority in determining the need for temporary traffic barriers and their use in this situation should be based on engineering judgment.
- Audible information devices should be considered where midblock closings and changed crosswalk areas cause inadequate communication to be provided to pedestrians who have visual disabilities.

AUDIBLE DEVICES

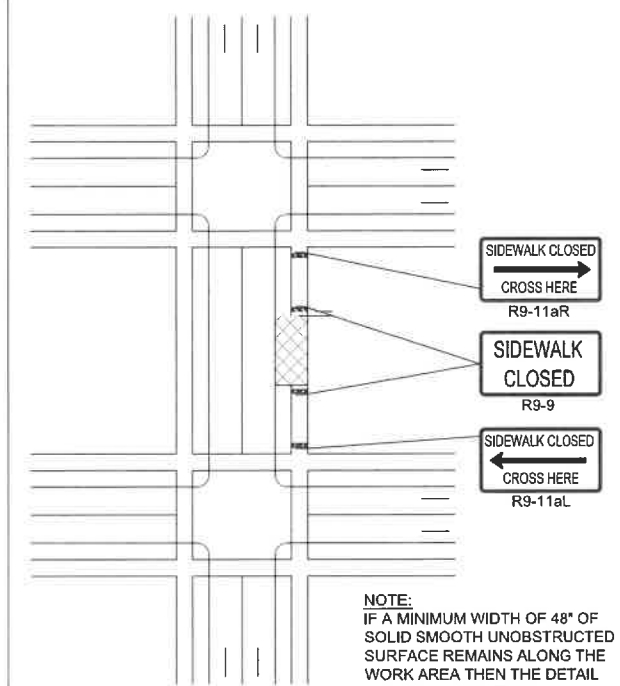
For long term sidewalk closures (at a minimum overnight) a form of speech messaging for pedestrians with visual disabilities shall be provided. Audible information devices such as detectable barriers or barricades and other passive pedestrian activation (motion activated) devices should be considered for these cases. These audible devices can be mountable or stand alone.



CROSS SECTION VIEW

- NOTES:
- * THERE SHALL BE A 2 INCH GAP BETWEEN THE HAND-TRAILING EDGE AND ITS SUPPORT.
 - ** A MAXIMUM 2 INCH GAP BETWEEN THE BOTTOM OF THE BOTTOM RAIL AND THE SURFACE MAY BE USED TO PROVIDE DRAINAGE.
 - ***THE HAND-TRAILING EDGE AND DETECTION PLATE SHALL BE CONTINUOUS THROUGHOUT THE LENGTH OF THE PATH SUCH THAT A PEDESTRIAN USER WITH A LONG CANE CAN FOLLOW IT.

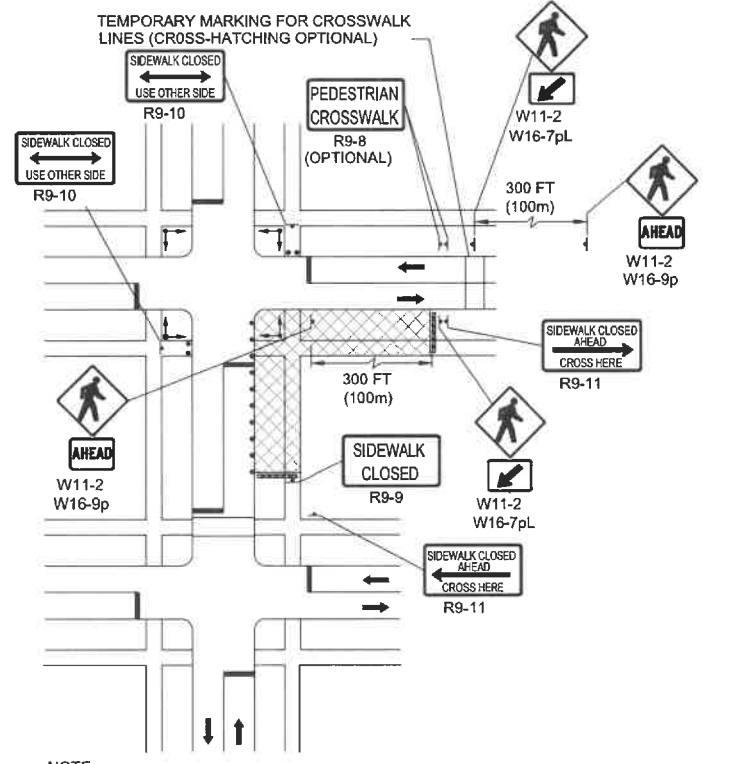
PEDESTRIAN CHANNELIZING DEVICE



SIDEWALK CLOSURE

NOT TO SCALE

NOTE:
IF A MINIMUM WIDTH OF 48" OF SOLID SMOOTH UNOBSTRUCTED SURFACE REMAINS ALONG THE WORK AREA THEN THE DETAIL CAN BE DISREGARDED. DELINEATION OF THE WORK AREA WILL STILL BE REQUIRED. ALL PEDESTRIAN DETOUR ROUTES SHALL BE ADA/MAAB COMPLIANT IN THEIR ENTIRETY.



PEDESTRIAN DETOUR PLAN

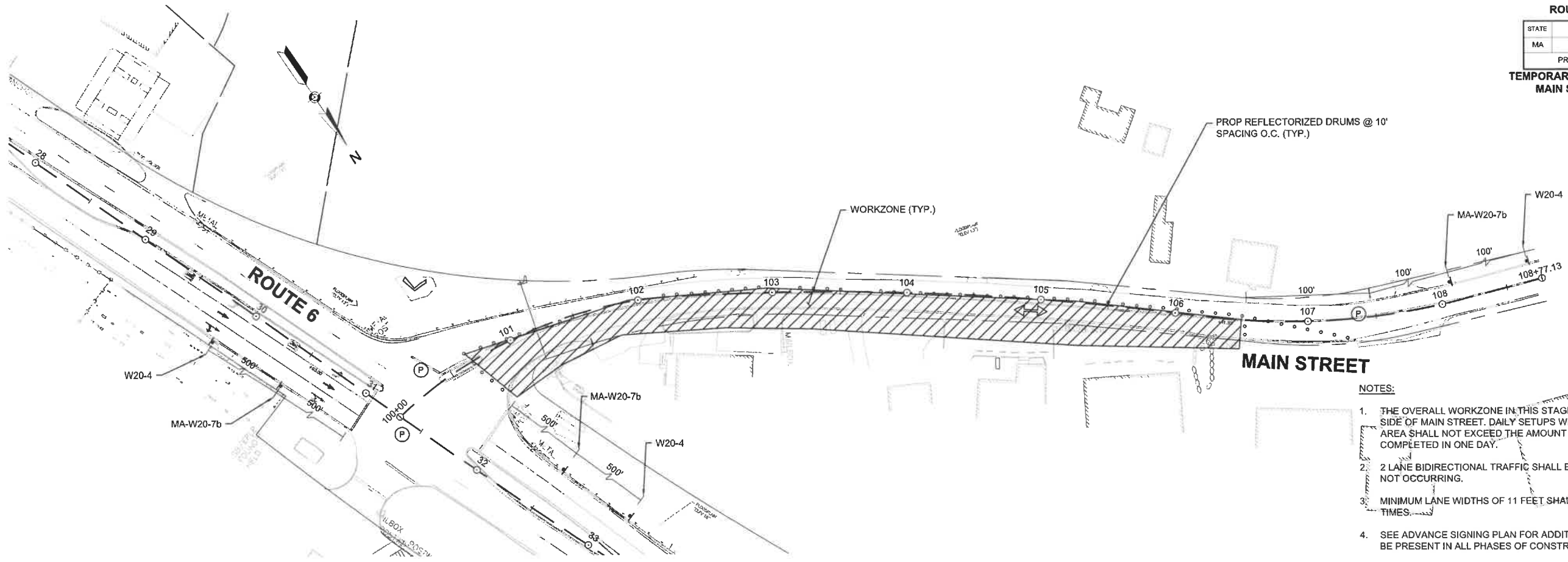
NOT TO SCALE

NOTE:
FOR LONG-TERM STATIONARY WORK, THE DOUBLE YELLOW CENTERLINE AND/OR LANE LINES SHOULD BE REMOVED BETWEEN THE CROSSWALK LINES.

**WELLFLEET
ROUTE 6 / MAIN STREET**

STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MA		70	133
PROJECT FILE NO.		607397	

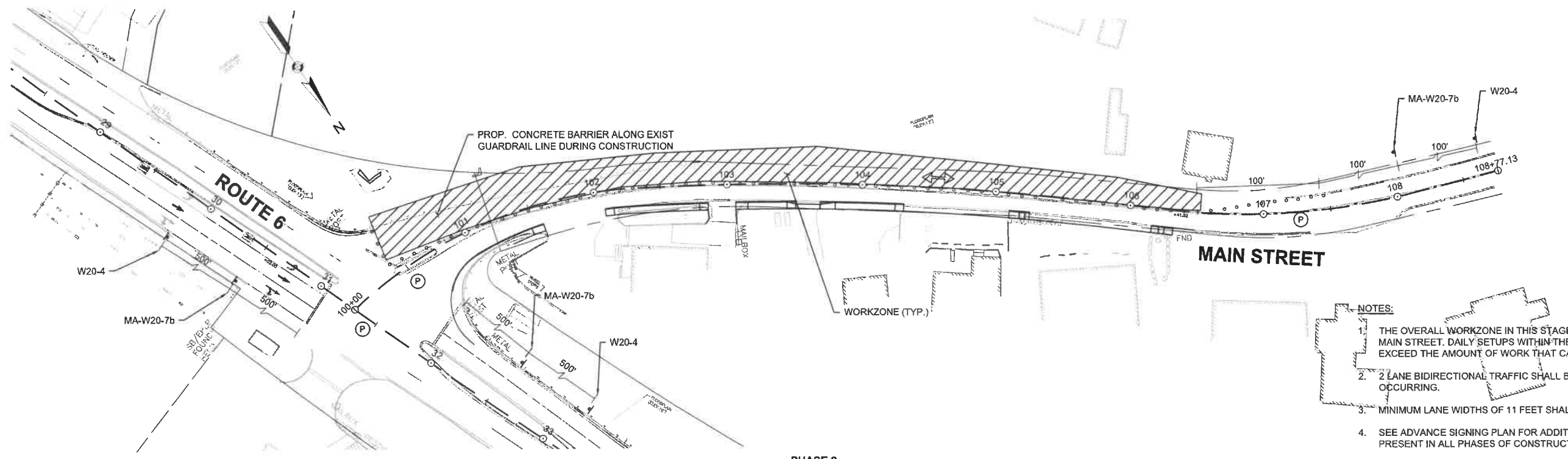
**TEMPORARY TRAFFIC CONTROL PLANS
MAIN STREET PHASE 1 AND 2**



PHASE 1

NOTES:

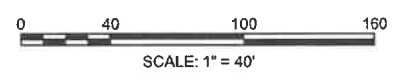
1. THE OVERALL WORKZONE IN THIS STAGE SHALL BE ON THE NORTH SIDE OF MAIN STREET. DAILY SETUPS WITHIN THE OVERALL WORK AREA SHALL NOT EXCEED THE AMOUNT OF WORK THAT CAN BE COMPLETED IN ONE DAY.
2. 2 LANE BIDIRECTIONAL TRAFFIC SHALL BE PROVIDED WHEN WORK IS NOT OCCURRING.
3. MINIMUM LANE WIDTHS OF 11 FEET SHALL BE MAINTAINED AT ALL TIMES.
4. SEE ADVANCE SIGNING PLAN FOR ADDITIONAL SIGNAGE THAT SHALL BE PRESENT IN ALL PHASES OF CONSTRUCTION.
5. DIMENSIONS ARE NOT TO SCALE.
6. THE CONTRACTOR SHALL MAINTAIN AAB COMPLIANT PEDESTRIAN ACCESS TO ALL ABUTTING PROPERTIES.



PHASE 2

NOTES:

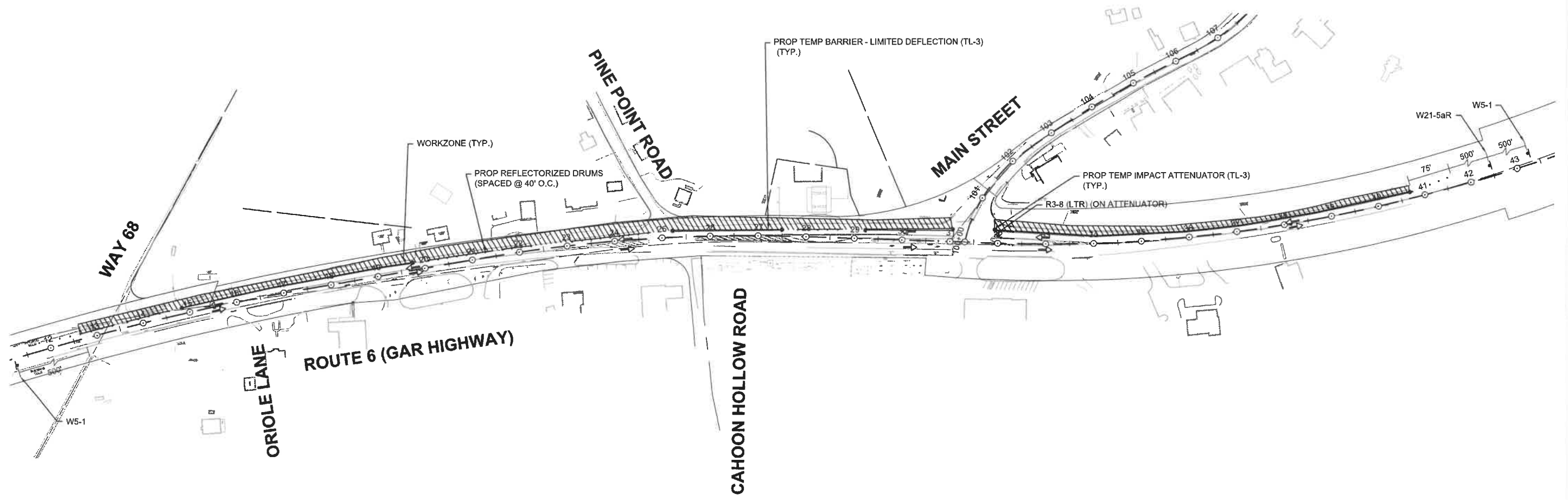
1. THE OVERALL WORKZONE IN THIS STAGE SHALL BE ON THE SOUTH SIDE OF MAIN STREET. DAILY SETUPS WITHIN THE OVERALL WORK AREA SHALL NOT EXCEED THE AMOUNT OF WORK THAT CAN BE COMPLETED IN ONE DAY.
2. 2 LANE BIDIRECTIONAL TRAFFIC SHALL BE PROVIDED WHEN WORK IS NOT OCCURRING.
3. MINIMUM LANE WIDTHS OF 11 FEET SHALL BE MAINTAINED AT ALL TIMES.
4. SEE ADVANCE SIGNING PLAN FOR ADDITIONAL SIGNAGE THAT SHALL BE PRESENT IN ALL PHASES OF CONSTRUCTION.
5. CONTRACTOR TO INSTALL TEMPORARY CONCRETE BARRIER PRIOR TO INSTALLATION OF PERMANENT GUARDRAIL.
6. DIMENSIONS NOT TO SCALE.
7. THE CONTRACTOR SHALL MAINTAIN AAB COMPLIANT PEDESTRIAN ACCESS TO ALL ABUTTING PROPERTIES.



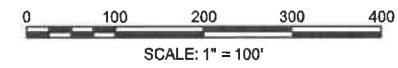
**WELLFLEET
ROUTE 6 / MAIN STREET**

STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MA	-	71	133
PROJECT FILE NO.		607397	

**TEMPORARY TRAFFIC CONTROL PLANS
ROUTE 6 PHASE 1 OF 3**



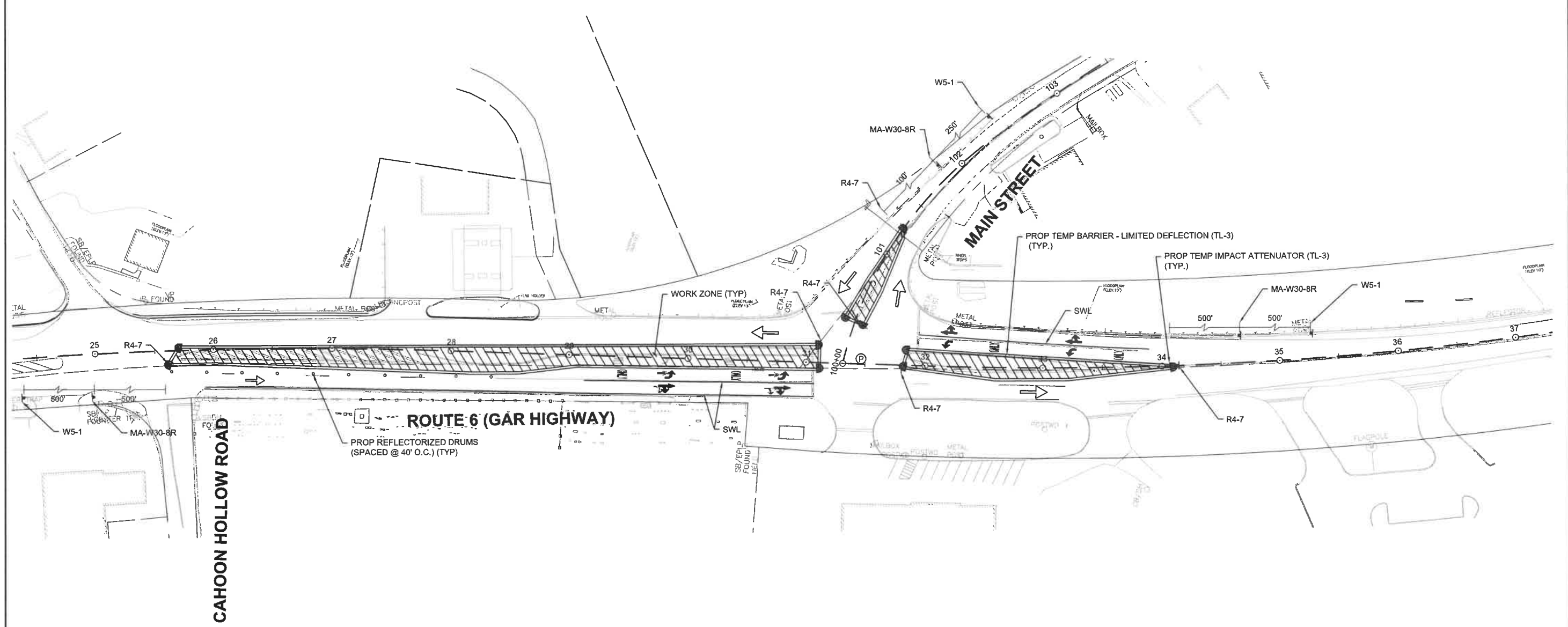
- NOTES:**
1. THE OVERALL WORKZONE IN THIS STAGE SHALL BE ON THE WEST SIDE OF ROUTE 6.
 2. MINIMUM LANE WIDTHS OF 12 FEET SHALL BE MAINTAINED DURING ALL PHASES.
 3. SEE ADVANCE SIGNING PLAN FOR ADDITIONAL SIGNAGE THAT SHALL BE PRESENT IN ALL PHASES OF CONSTRUCTION.
 4. DIMENSIONS ARE NOT TO SCALE.
 5. THE CONTRACTOR SHALL ESTABLISH AAB COMPLIANT WALKWAYS WITHIN THE WORKZONES AND MAINTAIN AND/OR RELOCATE THESE WALKWAYS AS NECESSARY TO COMPLETE THE WORK.
 6. NORTH OF MAIN STREET, ONLY PROVISION FOR PEDESTRIAN ACCESS ON THE EAST SIDE OF ROUTE 6 IS REQUIRED.



WELLFLEET
ROUTE 6 / MAIN STREET

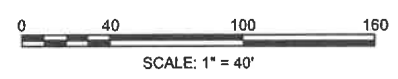
STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MA	-	72	133
PROJECT FILE NO.		607397	

TEMPORARY TRAFFIC CONTROL PLANS
ROUTE 6 PHASE 2 OF 3



NOTES:

1. THE WORKZONES ARE ESTABLISHED TO REMOVE EXISTING MEDIAN ISLANDS.
2. MINIMUM LANE WIDTHS OF 11 FEET SHALL BE MAINTAINED AT ALL TIMES.
3. SEE ADVANCE SIGNING PLAN FOR ADDITIONAL SIGNAGE THAT SHALL BE PRESENT IN ALL PHASES OF CONSTRUCTION.
4. DIMENSIONS ARE NOT TO SCALE.



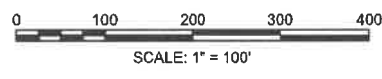
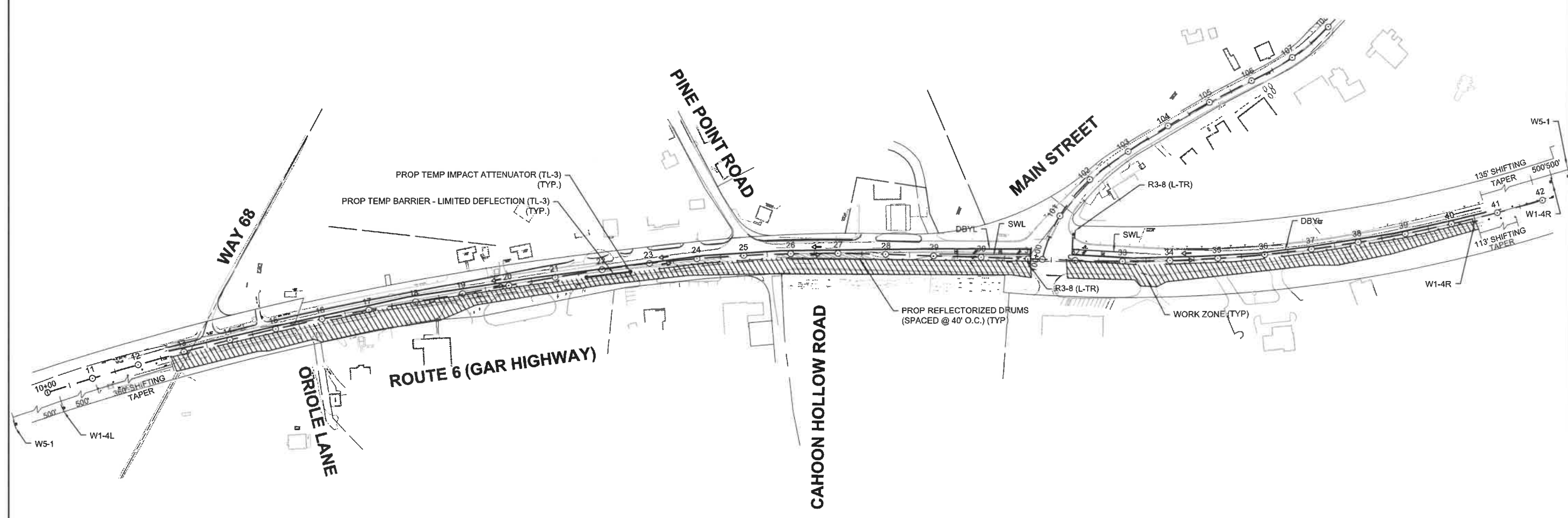


WELLFLEET
ROUTE 6 / MAIN STREET

STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MA	-	73	133

PROJECT FILE NO. 607397

TEMPORARY TRAFFIC CONTROL PLANS
ROUTE 6 PHASE 3 OF 3



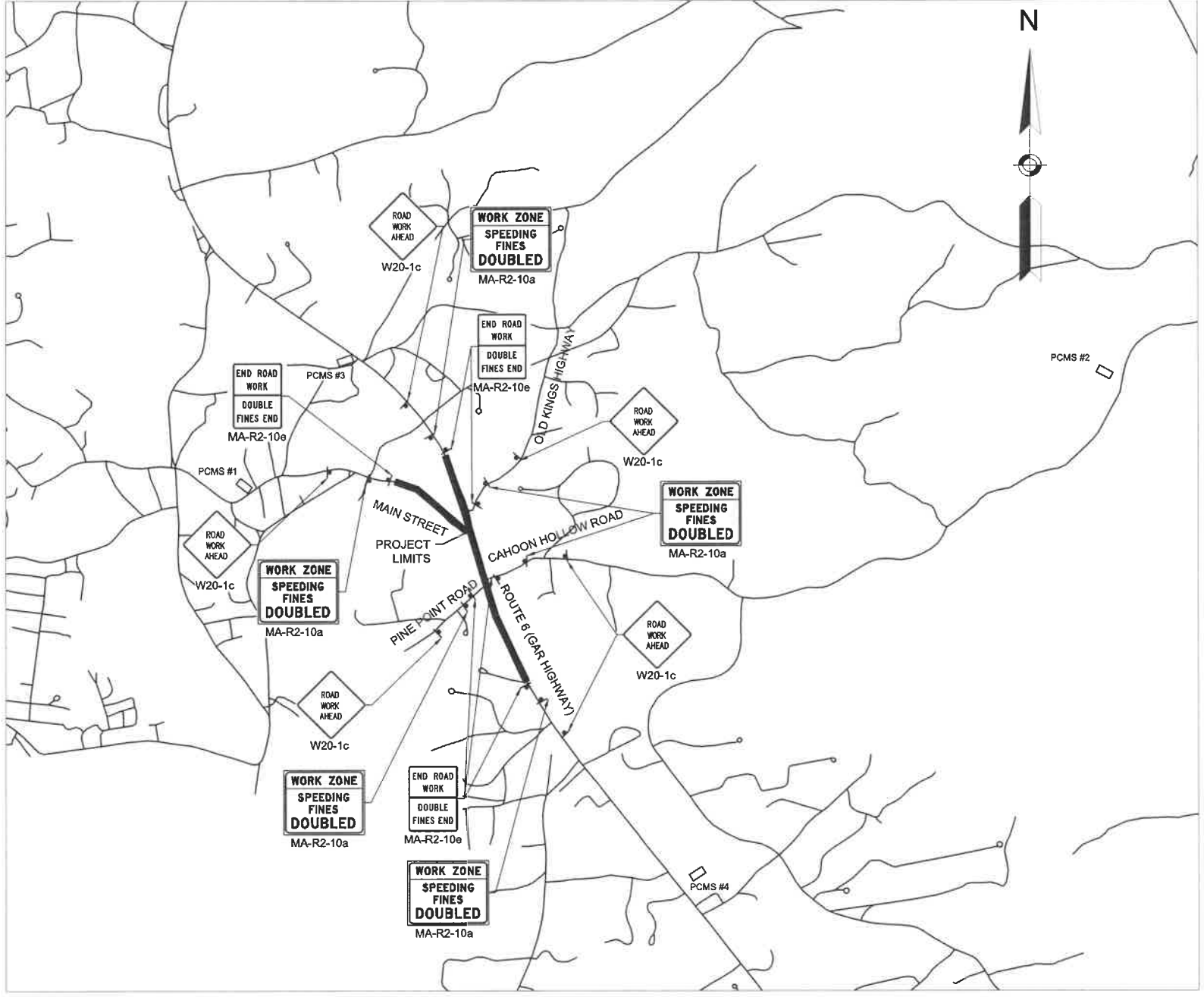
- NOTES:**
1. THE OVERALL WORKZONE IN THE STAGE SHALL BE ON THE EAST SIDE OF ROUTE 6.
 2. MINIMUM LANE WIDTHS OF 12 FEET SHALL BE MAINTAINED AT ALL TIMES.
 3. SEE ADVANCE SIGNING PLAN FOR ADDITIONAL SIGNAGE THAT SHALL BE PRESENT IN ALL PHASES OF CONSTRUCTION.
 4. DIMENSIONS ARE NOT TO SCALE.
 5. THE CONTRACTOR SHALL ESTABLISH AAB COMPLIANT WALKWAYS WITHIN THE WORKZONES AND MAINTAIN AND/OR RELOCATE THESE WALKWAYS AS NECESSARY TO COMPLETE THE WORK.
 6. THE CONTRACTOR MAY INSTALL A SEPARATE, SIMILAR TEMPORARY TRAFFIC CONTROL SETUP FOR THE INSTALLATION OF PROPOSED TELEPHONE DUCT BANK ALONG THE EAST SIDE OF ROUTE 6. THIS TELEPHONE WORK MAY BE STAGED SEPARATELY FROM THE ROAD WORK.

SUGGESTED PCMS MESSAGES

	PRIOR TO ROUTE 6 CONSTRUCTION	DURING ROUTE 6 CONSTRUCTION	PRIOR TO MAIN STREET CONSTRUCTION	DURING MAIN STREET CONSTRUCTION
PCMS #1-4	ROUTE 6 ROAD WORK	ROUTE 6 ROAD WORK	MAIN ST ROAD WORK	MAIN ST ROAD WORK

NOTE:
PCMS MESSAGES SUBJECT TO APPROVAL BY THE ENGINEER

NOTE:
A TEMPORARY IMPACT ATTENUATOR, REDIRECTIVE (TL-3) SHALL BE INSTALLED AT BOTH ENDS OF EACH RUN OF TEMPORARY BARRIER - LIMITED DEFLECTION (TL-3) ON ROUTE 6 AND AS REQUIRED BY THE ENGINEER.

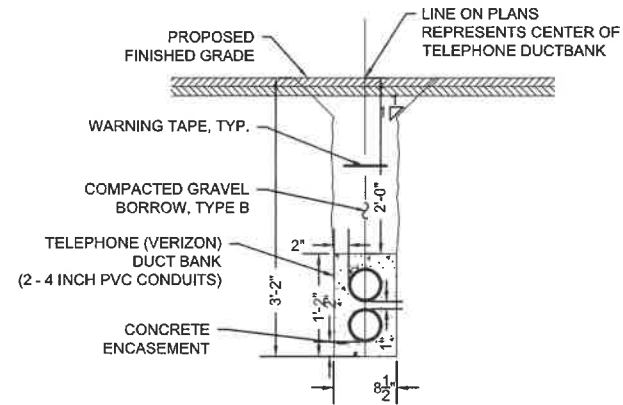


ADVANCE SIGNING PLAN
NOT TO SCALE

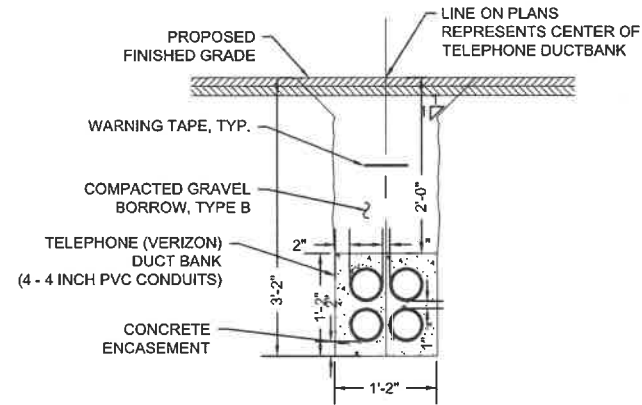
WELLFLEET
ROUTE 6 / MAIN STREET

STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MA	-	51	133
PROJECT FILE NO.		607397	

TELEPHONE DETAILS
PART 1 OF 2



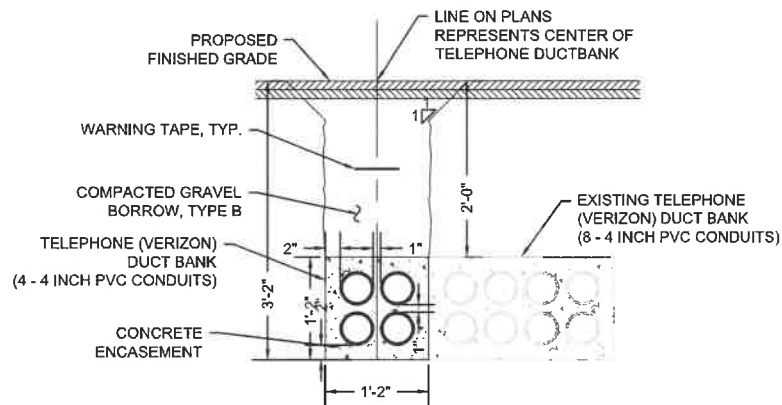
TELEPHONE
TRENCH DETAIL 1



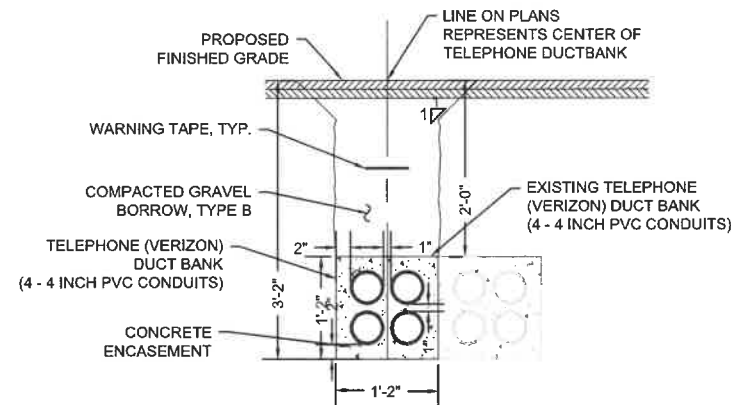
TELEPHONE
TRENCH DETAIL 2

UTILITY TRENCH NOTES:

1. ALL CONSTRUCTION OF DUCT BANKS INCLUDING TRENCH, EXCAVATION, AND BACKFILL SHALL CONFORM TO UTILITY DETAILS AND SPECIFICATIONS.
2. FOR ALL DUCTS USE SCHEDULE 40 CONDUITS ENCASED IN 2,500 PSI, 3/8 INCH, 520 CEMENT CONCRETE CONCRETE. USE PLASTIC SPACERS TO MAINTAIN CONDUIT SPACING. SPACERS SHALL MEET UTILITY SPECIFICATIONS FOR DESIGN AND SPACING.
3. ALL TRENCH EXCAVATION ACTIVITIES SHALL COMPLY WITH ALL APPROPRIATE OSHA STANDARDS.
4. EACH DUCT BANK SHALL HAVE ASSOCIATED WARNING TAPE INSTALLED. TELEPHONE DUCT BANKS WILL HAVE 6 INCH, COLOR ORANGE, DETECTABLE METALLIC WARNING TAPE PLACED 12 INCHES ABOVE EACH CONCRETE ENCASEMENT.
5. A UTILITY COMPANY REPRESENTATIVE FROM VERIZON SHALL BE PRESENT FOR ALL TELEPHONE CONDUIT INSTALLED.
6. A MINIMUM OF 12 INCHES OF SEPARATION IS REQUIRED FOR CROSSINGS WITH GAS, WATER, SEWER AND DRAINAGE.
7. CONDUITS SHALL BE BLOWN CLEAN USING COMPRESSED AIR. RUN MANDREL THRU EACH CONDUIT TO CONFIRM VIABLE PATHWAY.
8. WOVEN POLYESTER MULE TAPE WITH MINIMUM STRENGTH OF 2500 LB TENSILE STRENGTH TO BE INSTALLED WITHIN EACH CONDUIT.



TELEPHONE
TRENCH DETAIL 3



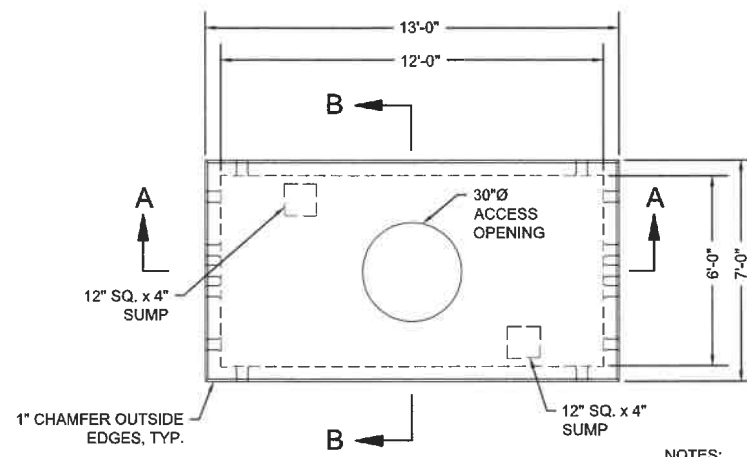
TELEPHONE
TRENCH DETAIL 4

WELLFLEET
ROUTE 6 / MAIN STREET

STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MA		52	133
PROJECT FILE NO.		607397	

TELEPHONE DETAILS
PART 2 OF 2

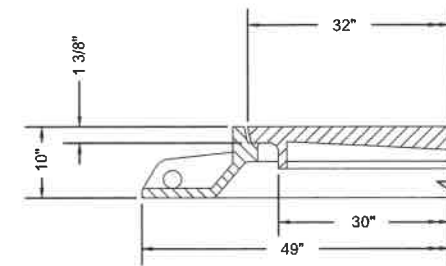
607397_HD(TELDETAILS).DWG Plotted on 14-Apr-2022 9:45 AM



PLAN

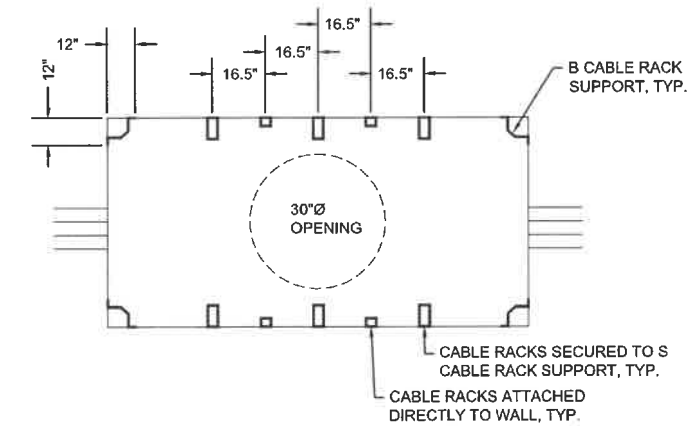
NOTES:

1. CONCRETE: 5,000 PSI MINIMUM AFTER 28 DAYS.
2. DESIGN LOADING: ASSHTO HS20-44, 0 TO 5 FEET COVER.
3. STEEL REINFORCEMENT CONFORMS TO ASTM A615, GRADE 60.
4. MINIMUM STEEL COVER 1".

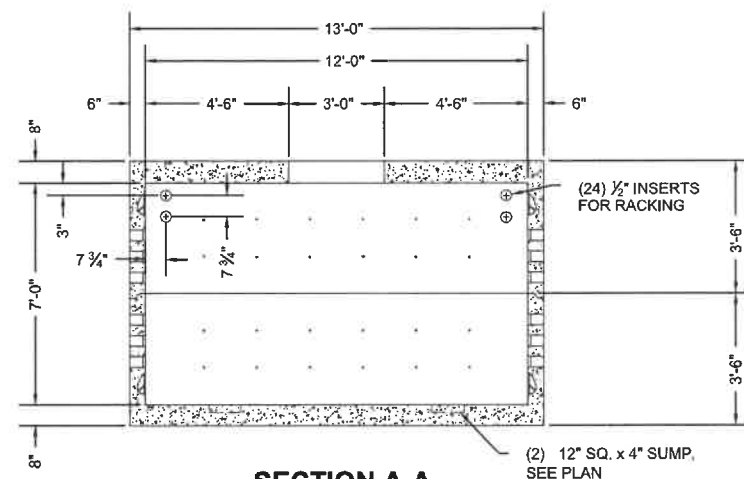


NOTE: ANCHOR BOLT CIRCLE DIMENSION IS 43 1/2 INCHES.

TELEPHONE MANHOLE COVER

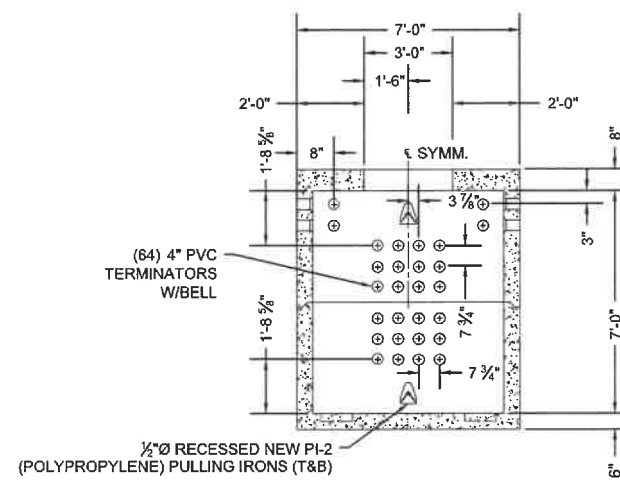


CABLE RACKS SECURED TO S CABLE RACK SUPPORT, TYP.
CABLE RACKS ATTACHED DIRECTLY TO WALL, TYP.



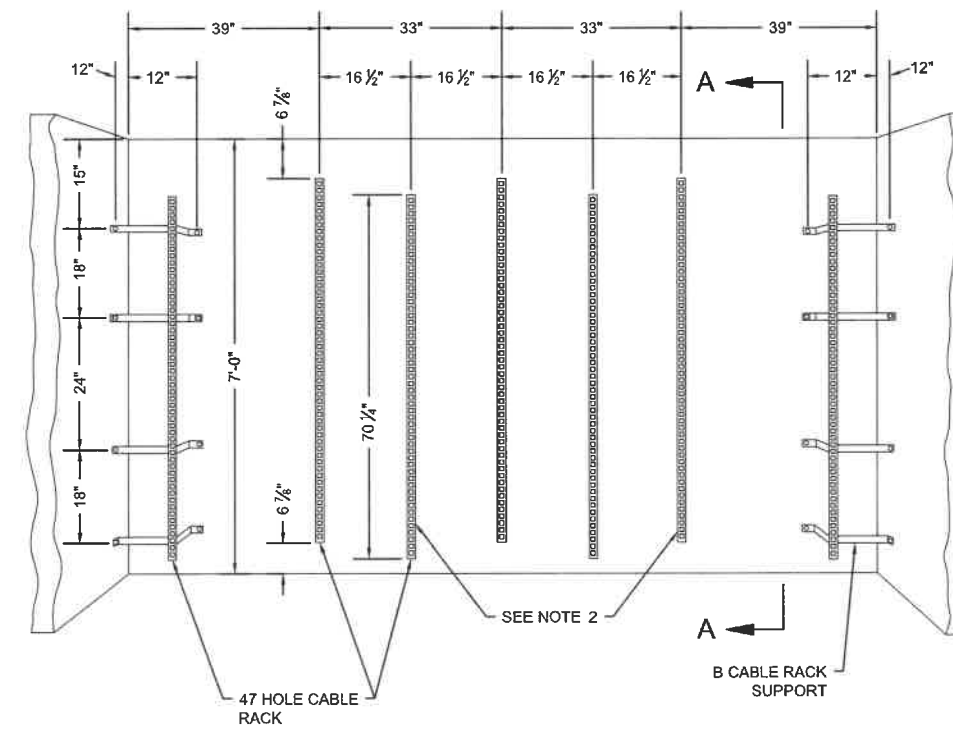
SECTION A-A
OPPOSITE WALL SIMILAR

(2) 12" SQ. x 4" SUMP, SEE PLAN



SECTION B-B
OPPOSITE WALL SIMILAR

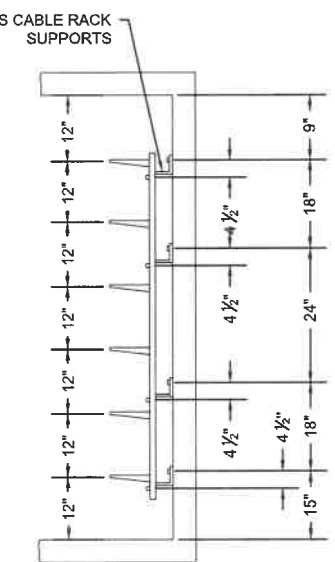
MANHOLE 6' X 12' X 7'



47 HOLE CABLE RACK

SEE NOTE 2

B CABLE RACK SUPPORT



SECTION A-A

NOTES:

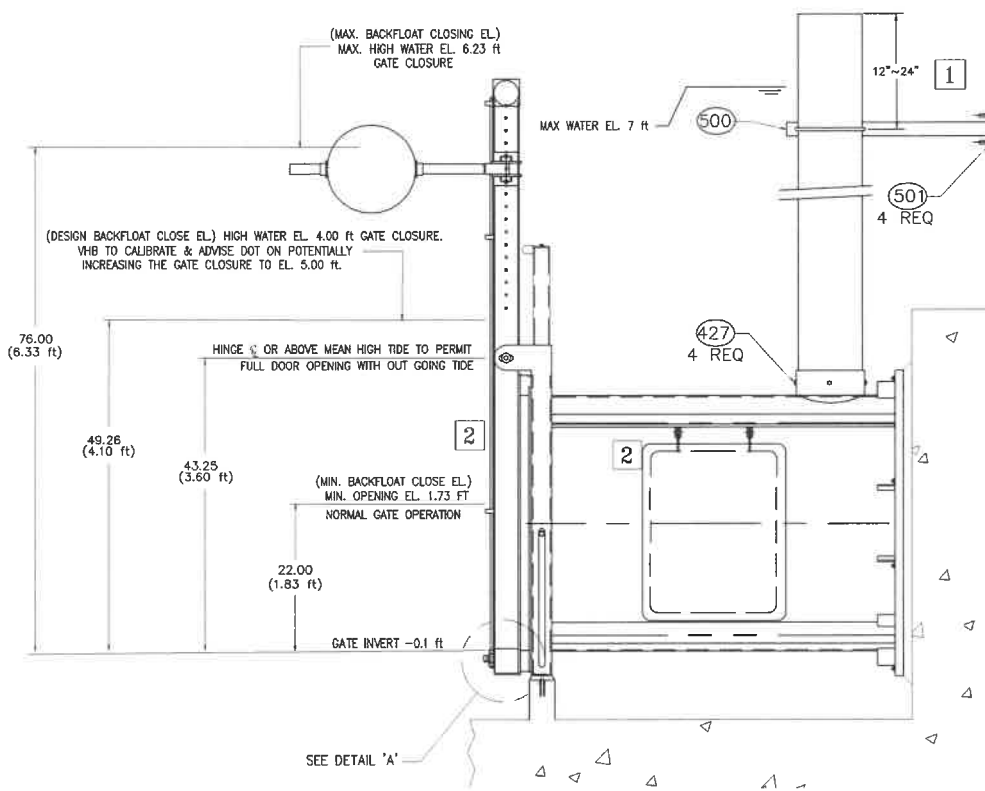
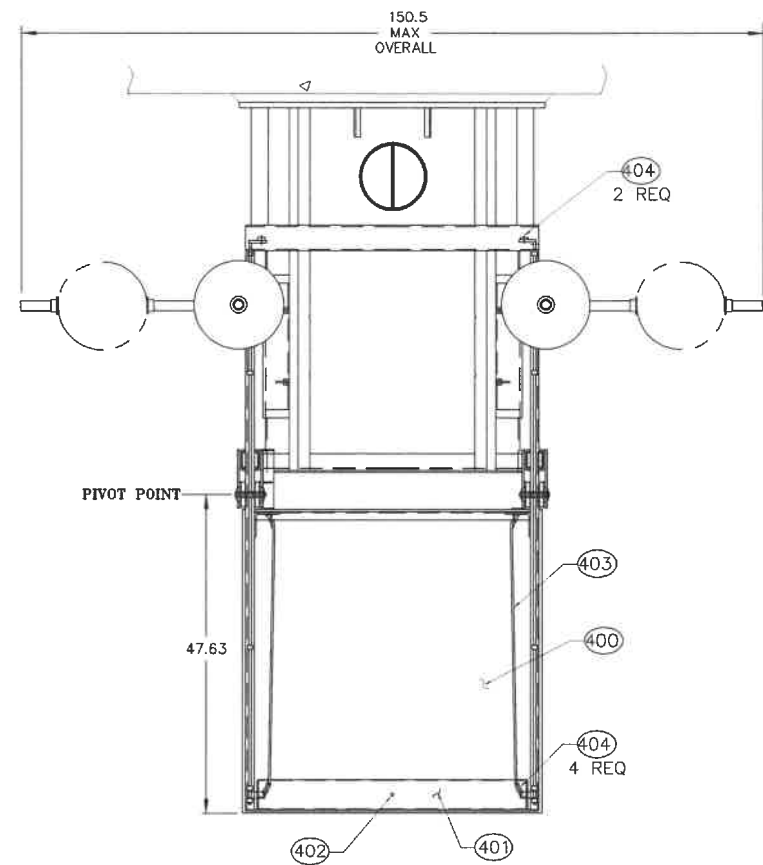
1. MANHOLE DIMENSIONS AS GIVEN ON PLANS ARE INSIDE DIMENSIONS.
2. THESE CABLE RACKS ARE PLACED AGAINST WALL TO SUPPORT SPLICE CASES OR LEAD SLEEVES.

6'X12'X7' MANHOLE DETAIL

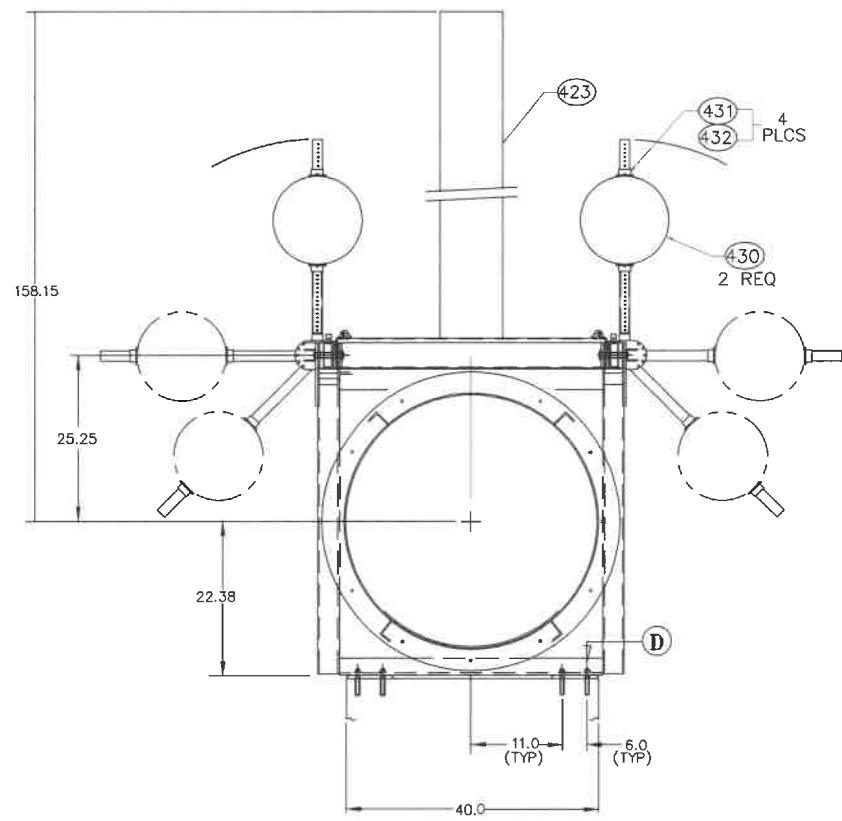
WELLFLEET
ROUTE 6 / MAIN STREET

STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MASS.		53	133

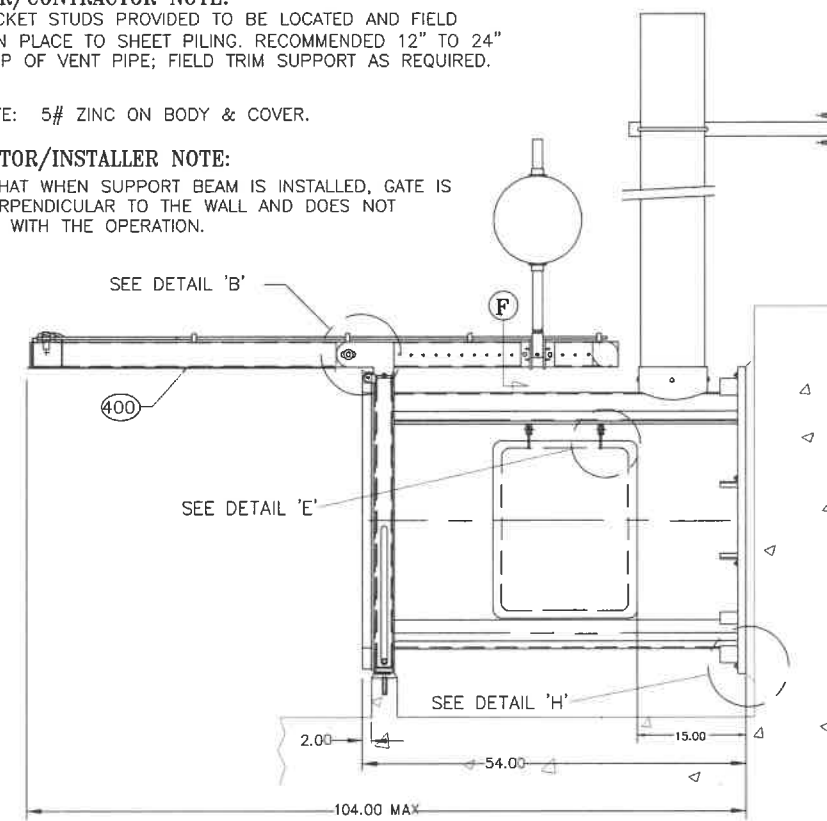
PROJECT FILE NO. 607397
SELF REGULATING TIDE GATE
PART 1 OF 2



GATE SHOWN IN CLOSED POSITION



- 1 ENGINEER/CONTRACTOR NOTE:**
PIPE BRACKET STUDS PROVIDED TO BE LOCATED AND FIELD WELDED IN PLACE TO SHEET PILING. RECOMMENDED 12" TO 24" BELOW TOP OF VENT PIPE; FIELD TRIM SUPPORT AS REQUIRED.
- 2 SHOP NOTE:** 5# ZINC ON BODY & COVER.
- 3 CONTRACTOR/INSTALLER NOTE:**
ENSURE THAT WHEN SUPPORT BEAM IS INSTALLED, GATE IS LEVEL, PERPENDICULAR TO THE WALL AND DOES NOT INTERFERE WITH THE OPERATION.



GATE SHOWN IN OPEN POSITION

NOTE: FIELD COAT ALUMINUM IN CONTACT WITH CONCRETE WITH BITUMASTIC 50, MIN. 15 MILS DRY

400	HEAD WELDMENT	170540-10; ALUMINUM PLATE & CHANNEL
401	HEAD FLOAT	170540-11; ALUMINUM PIPE
402	PIPE PLUG	3/4 NPT; HEX HEAD; PLASTIC
403	CABLE	1/8 DIA (REF) GHI-100003
404	ATTACHING HARDWARE	#8-32 NC x 1 LG RD HD SCREW W/NUT, WASHER, & L-WASHER
405	FLOAT RELEASE ROD	GHI-100004-3; 5/8 DIA ALUM BAR
406	SPRING PIN	3/16 DIA x 1-1/2 LG; S-STL
407	BUSHING	GAR-MAX Ø3/4 x Ø1 x 2.75
410	FRAME WELDMENT	170540-12; ALUM. PLATE AND TUBE
411	WASHER	1/2 DIA; S-STL
412	SIDE FLOAT	170540-13; ALUM. PLATE AND TUBE
414	WASHER	Ø3/4 McMASTER #95649A256; UHMW
415	COLLAR	170540-14; S-STL BAR
416	FLOAT PIN	170540-14; 1 DIA S-STL BAR
417	BUSHING	1 DIA SCH 40 PIPE x 4.25 LG; PVC PLASTIC
418	COLLAR	170540-14; S-STL BAR
419	WASHER	Ø1 McMASTER #95649A263; UHMW
420	COTTER PIN	1/8 DIA x 2-1/2 LG; S-STL
421	FRONT GASKET	170540-15; NEOPRENE RUBBER
422	COTTER PIN	3/32 DIA x 1 LG; S-STL
423	VACUUM BREAK VENT	170540-16; ALUM; ADS PIPE
424	PIVOT PIN	170540-14; S-STL (3/4 DIA REF)
425	CENTERING WASHER	170540-14; NEOPRENE RUBBER
426	SPACER	.78 ID x 4.0 OD x .125 THK; UHMW
427	ATTACHING HARDWARE	1/2 NC x 1.5 HEX HD BOLT W/ W/LW, AND NUT
428	BACK FLOAT BRACKET	170540-17; ALUM PLT AND BAR
429	FLOAT ARM	170540-18; ALUM BAR AND PIPE
430	FLOAT BALL	GHI-100017-3; POLYETHYLENE & PVC
431	FLOAT STOP	170540-18; ALUM PIPE & PLT
432	BOLT	5/16 NC x 3.5 LG S-STL HEX HD BOLT W/ 2W, LW & NUT
433	ATTACHING HARDWARE	1/2 NC x 5.0 LG S-STL HEX HD BOLT W/ 2W, LW & NUT
434	ATTACHING HARDWARE	1/2 NC x 3-1/2 LG S-STL HEX HD BOLT W/ 2W, LW & NUT
435	WASHER	Ø1/2 McMASTER #95649A244; UHMW
440	SIDE DOOR	170540-19; ALUM PLATE & BAR
441	WASHER	Ø1/2 McMASTER #95649A244; UHMW
442	BUSHING	.54 ID x .84 OD x .38 LG; PVC PLASTIC
443	WASHER	1/2 DIA; S-STL
444		
445		
446		
447		
448	BOLT - SHOULDER	1/2 DIA x 1-1/2 LG - 3/BNC THRD; S-STL W/ W, LW & NUT
*452	ANCHOR ROD	1/2 DIA x 7 LG S-STL ANCHOR ROD
453	WASHER	1/2 DIA; S-STL
454	WASHER	Ø1/2 McMASTER #95649A244; UHMW
455	WASHER	3/4 DIA; S-STL
456	WASHER	Ø3/4 McMASTER #95649A256; UHMW
457	ISOLATION SLEEVE	.62 ID x .84 OD x .44 LG; PVC (1/2 DIA SCH 40 PIPE)
458	ISOLATION SLEEVE	1.38 ID x 1.66 OD x .44 LG; PVC (1-1/4 DIA SCH 40 PIPE)
459	HEX NUT	1/2 NC; S-STL
460	HEX NUT	3/8 DIA; S-STL
461	WASHER - LARGE	3/8 DIA (1-1/4 OD); S-STL
462	HEX NUT, SELF LOCK	3/8 NC ; NY-LOC
463	HEX HD BOLT	3/8 NC x 2 LG S-STL
464	WASHER	Ø3/8 McMASTER #95649A241; UHMW
465	ISOLATION SLEEVE	.49 ID x .675 OD x .31 LG; PVC (3/8 DIA SCH 40 PIPE)
500	VENT PIPE SUPPORT	170540-20; S-STL ANGLE, PLATE
501	PIPE SUPPORT ANCHOR	1/2 DIA x 3 LG S-STL ANCHOR ROD

* ANCHOR BOLTS ARE DESIGNED FOR USE WITH HILTI HIT-RE 500-V3 ADHESIVE INJECTION SYSTEM OR EQUAL IN DRY CONCRETE (ADHESIVE BY CONTRACTOR)

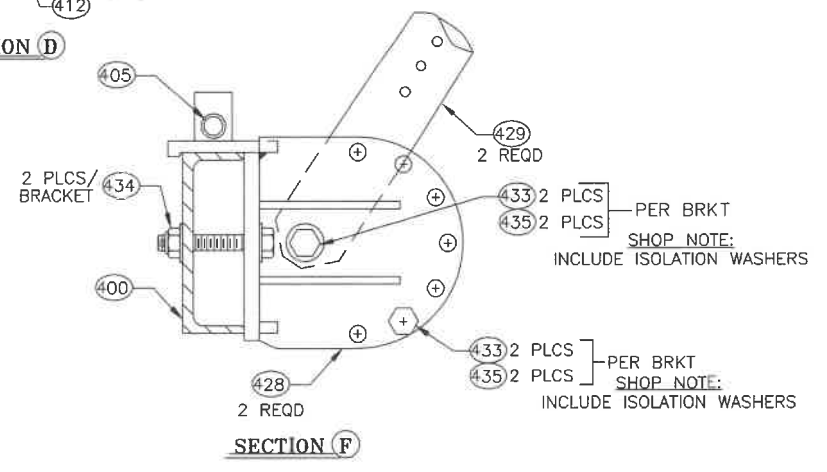
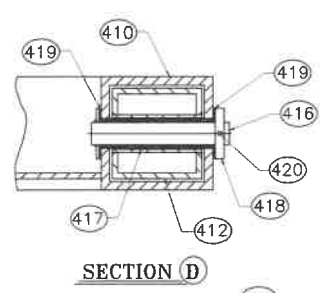
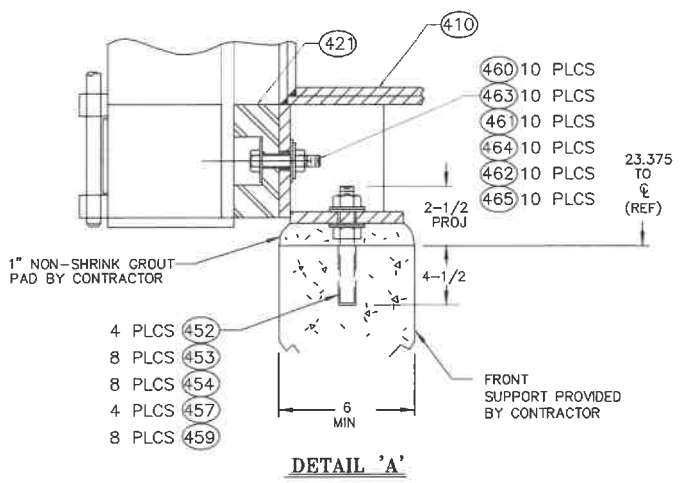
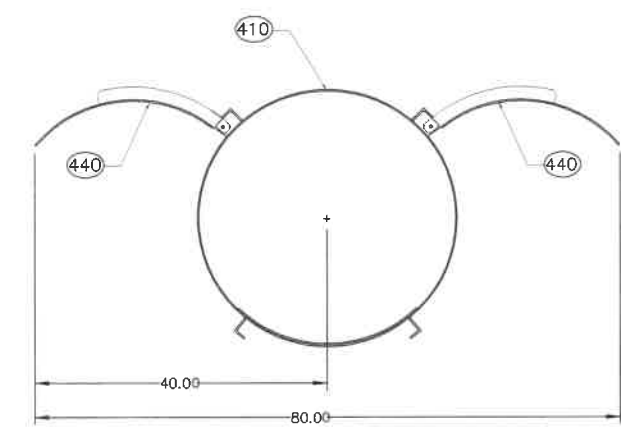
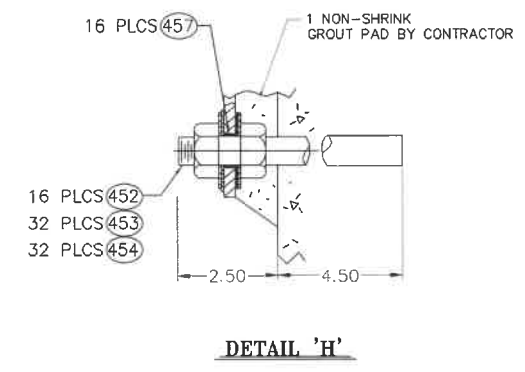
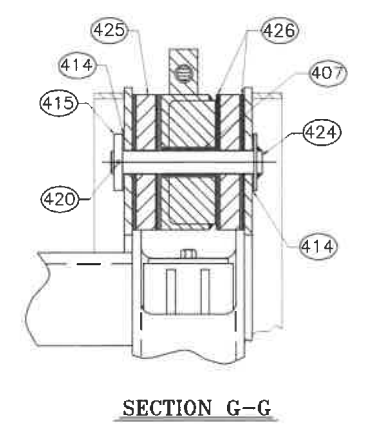
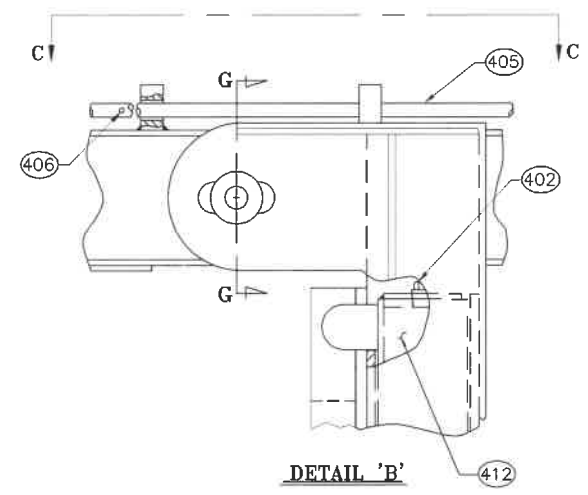
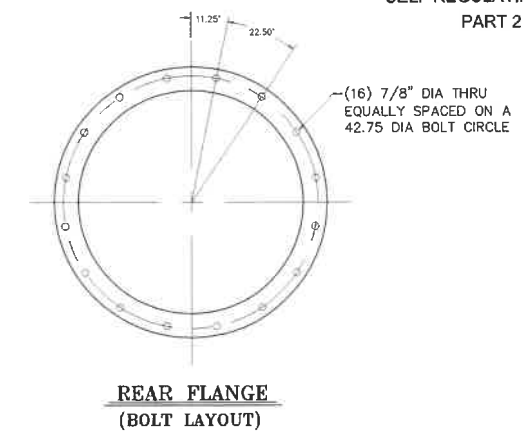
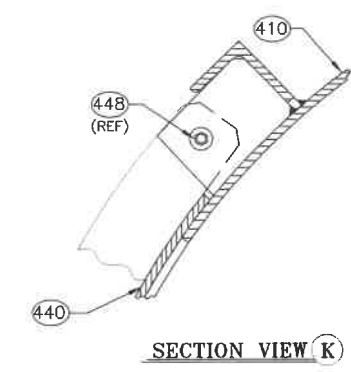
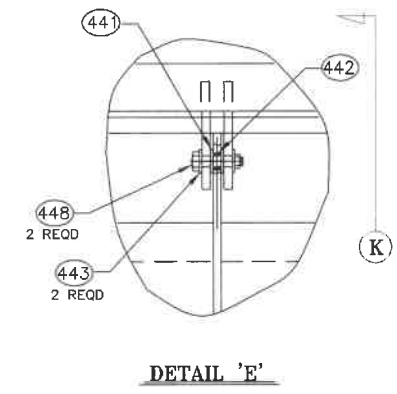
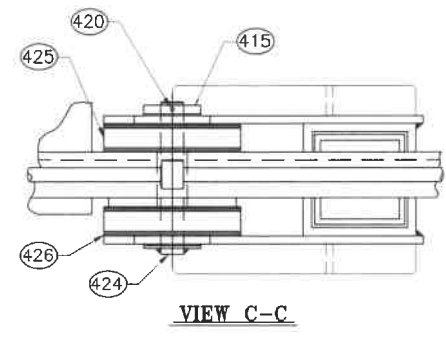
Max Seating Head = 7.1 Ft.
Design Closure Level = 4.1 Ft. [El. 4.0'] Measured From Gate Invert

**WELLFLEET
ROUTE 6 / MAIN STREET**

STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MASS.	-	54	133
PROJECT FILE NO. 607397			

**SELF REGULATING TIDE GATE
PART 2 OF 2**

MATERIAL SPECIFICATIONS:
 HARDWARE & FASTENERS = TYPE 316 SS
 ASTM-F593/F594
 S-STL ROUND BAR = TYPE 316 ASTM A-276
 S-STL ANCHOR ROD = TYPE 316 SS ASTM-A276
 ALUMINUM SHAPES = 6061-T6
 ALUMINUM FORMED & PLATE = 6061-T6
 ALUMINUM EXTRUSION = 6061-T6
 UHMWPE = ASTM-D4020
 NEOPRENE RUBBER = ASTM-D2000

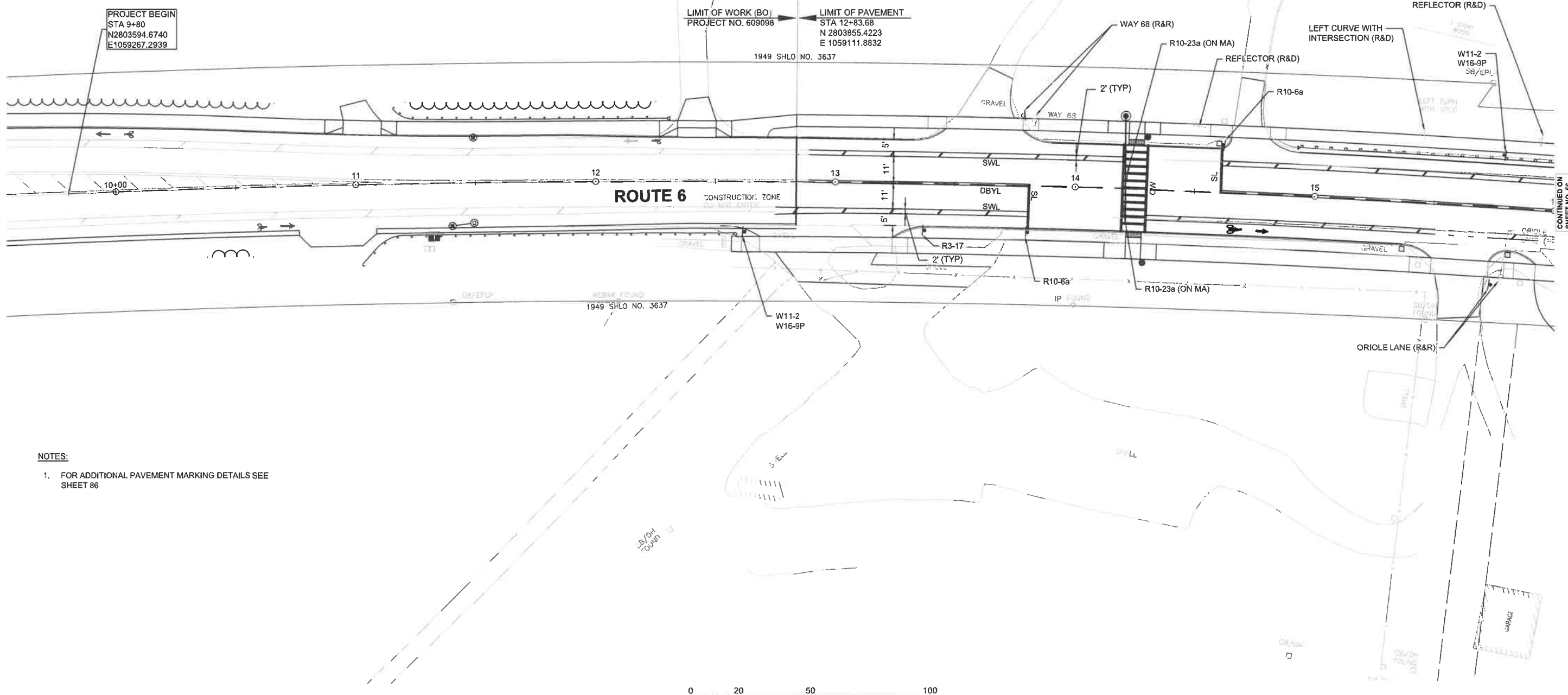
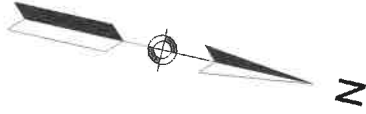


**Max Seating Head = 7.1 Ft.
 Design Closure Level = 4.1 Ft. [El. 4.0'] Measured From Gate Invert**

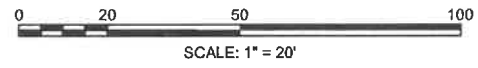
**WELLFLEET
ROUTE 6 / MAIN STREET**

STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MA	-	55	133
PROJECT FILE NO.		607397	

**SIGN & PAVEMENT MARKING PLAN
PART 1 OF 7**



NOTES:
1. FOR ADDITIONAL PAVEMENT MARKING DETAILS SEE SHEET 86

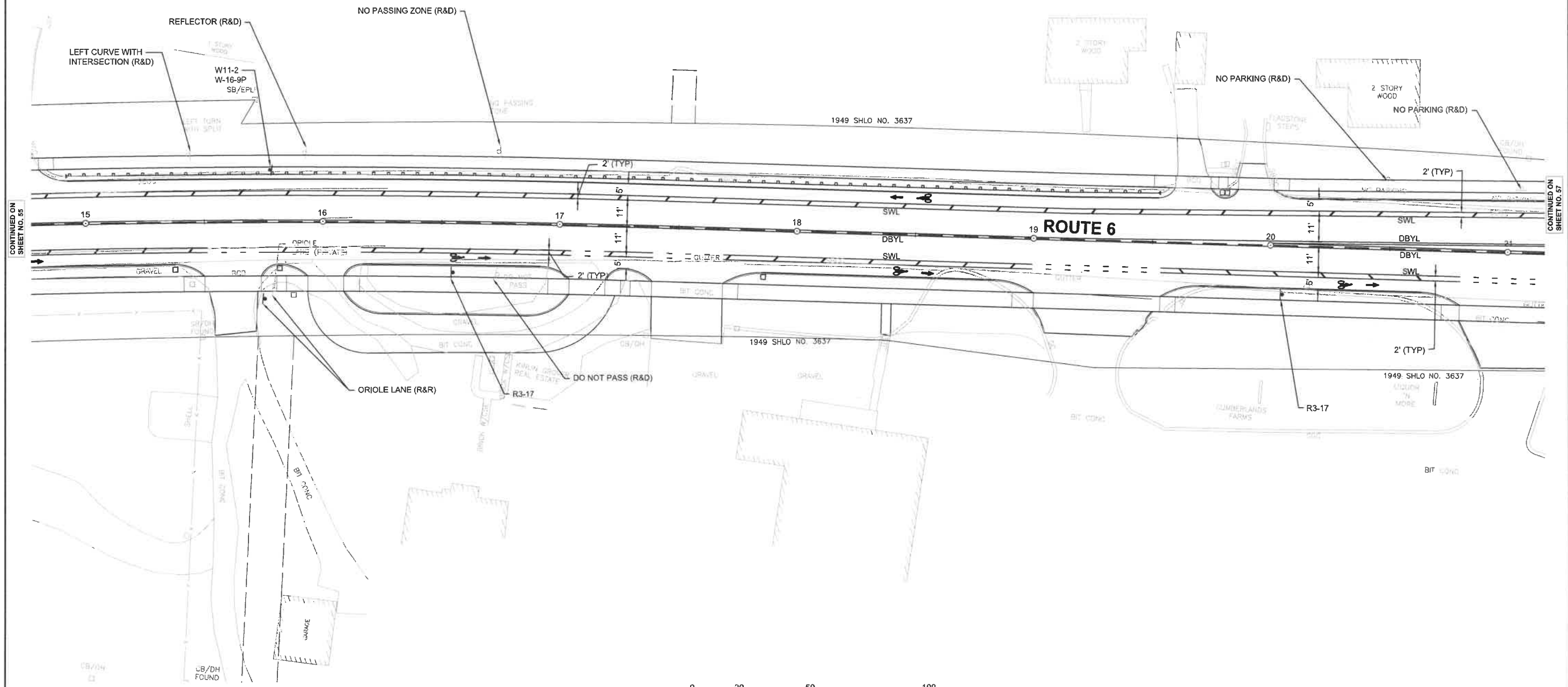
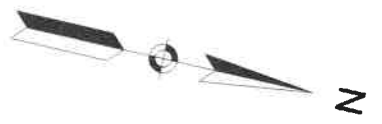


CONTINUED ON SHEET NO. 56

**WELLFLEET
ROUTE 6 / MAIN STREET**

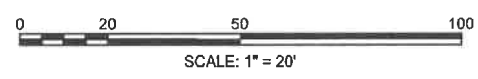
STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MA	-	56	133
PROJECT FILE NO.		607397	

**SIGN & PAVEMENT MARKING PLAN
PART 2 OF 7**



CONTINUED ON SHEET NO. 55

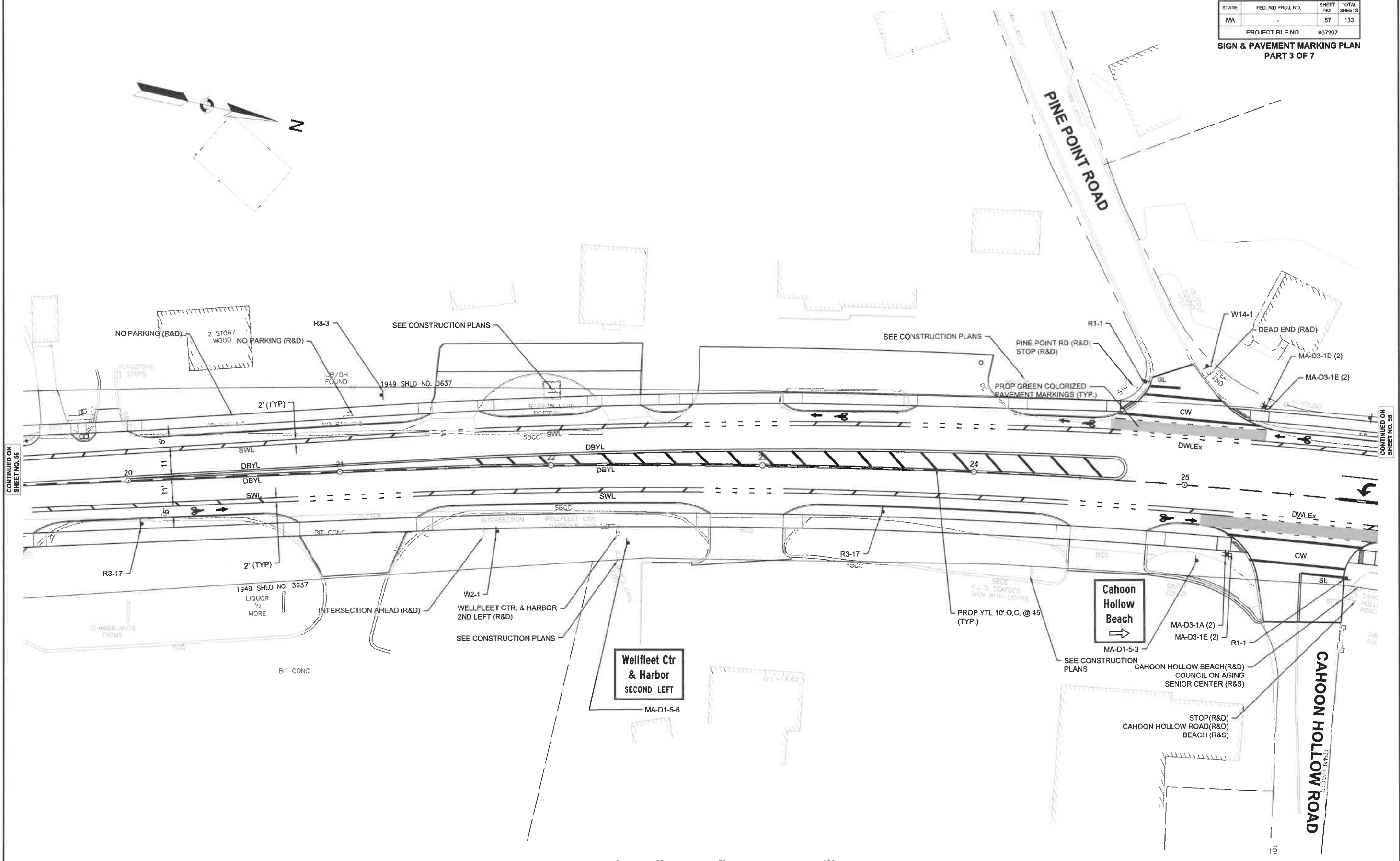
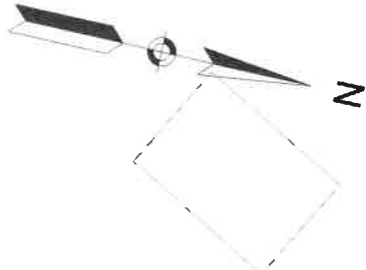
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**WELLFLEET
ROUTE 6 / MAIN STREET**

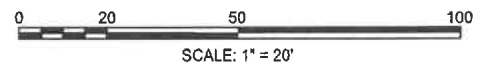
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MA		57	133
PROJECT FILE NO.		607397	

**SIGN & PAVEMENT MARKING PLAN
PART 3 OF 7**



CONTINUED ON
SHEET NO. 56

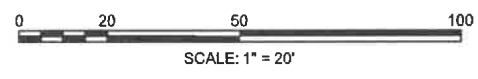
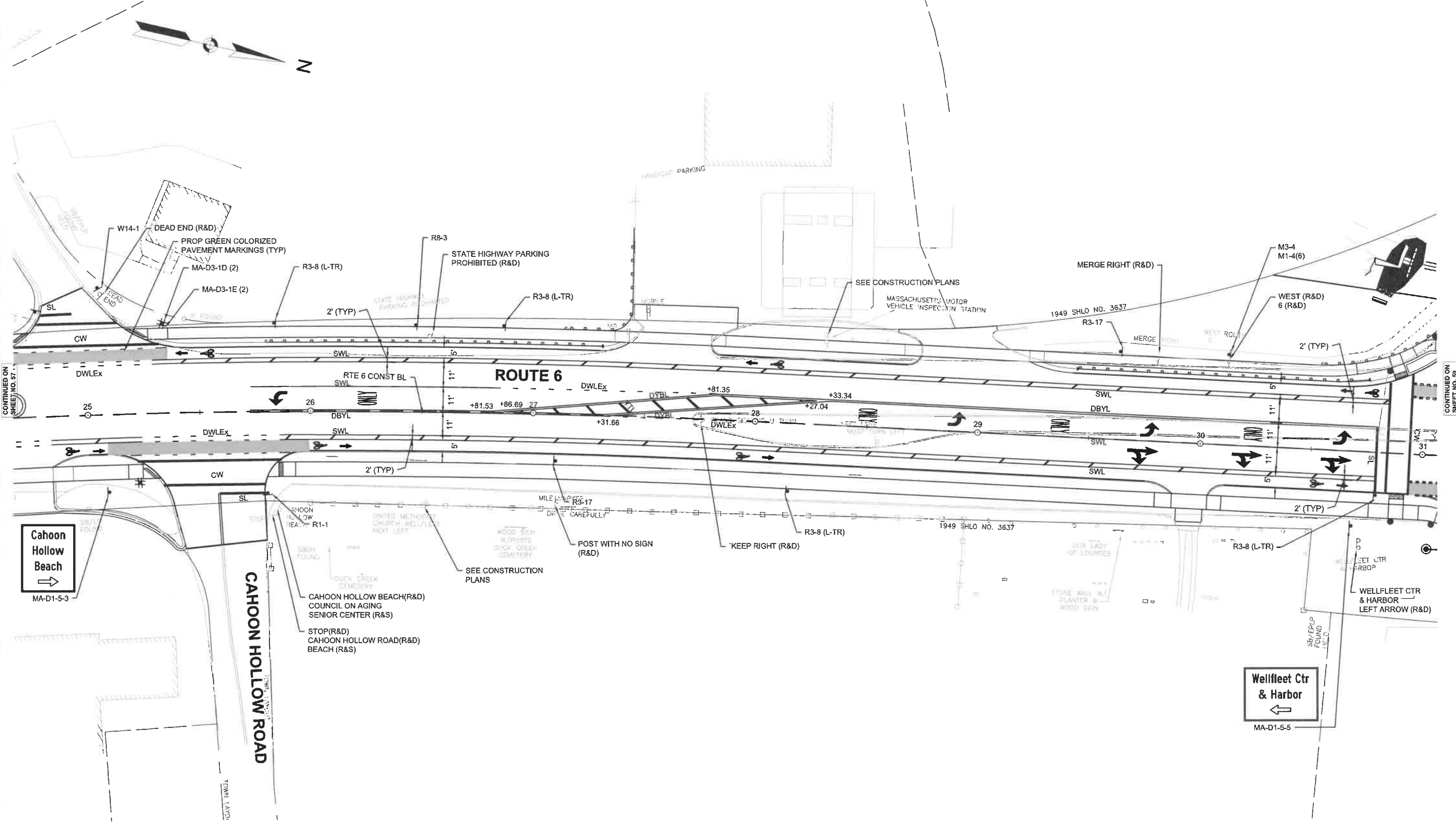
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SHEET NO. 58



**WELLFLEET
ROUTE 6 / MAIN STREET**

STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MA		58	133
PROJECT FILE NO.		607397	

**SIGN & PAVEMENT MARKING PLAN
PART 4 OF 7**



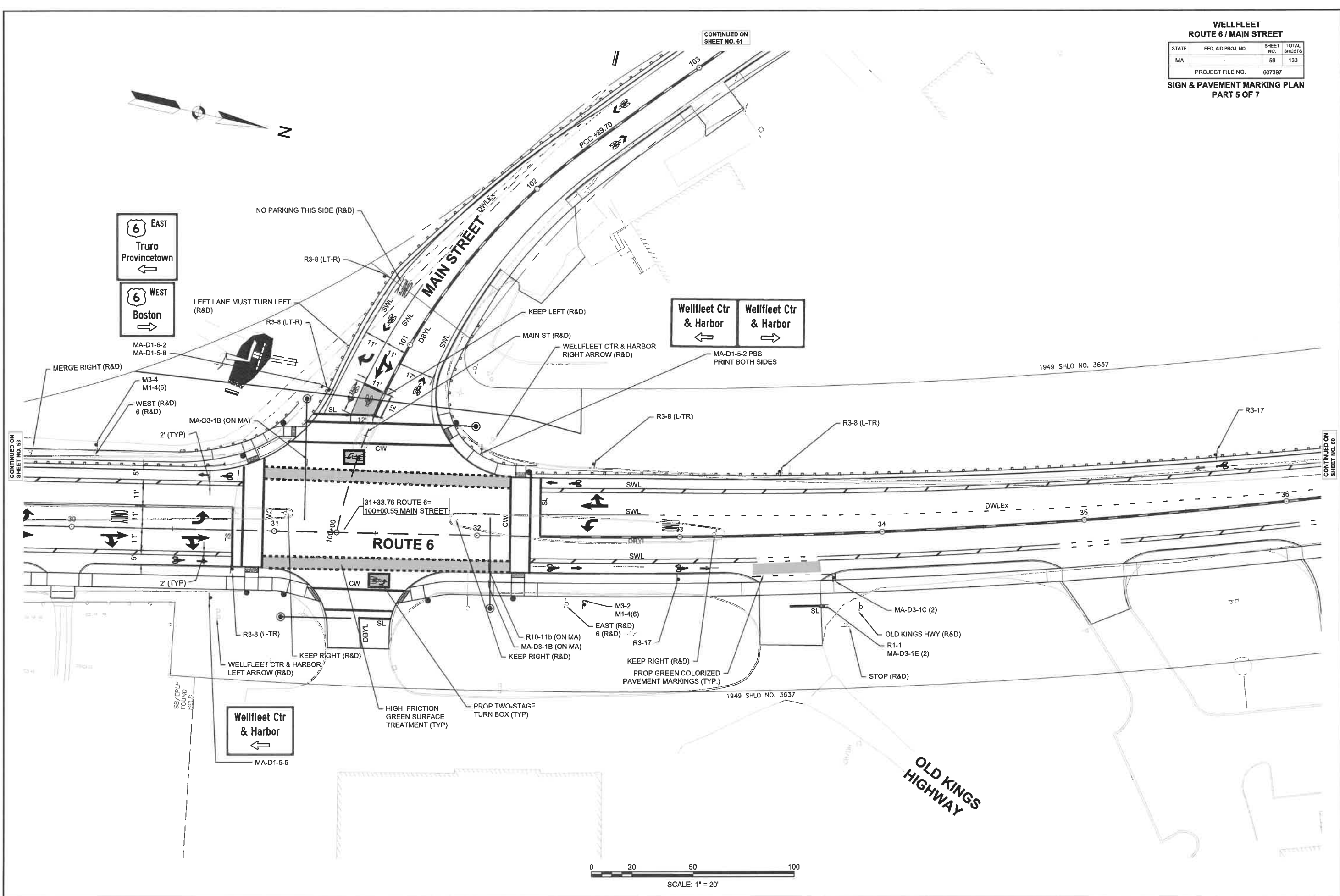
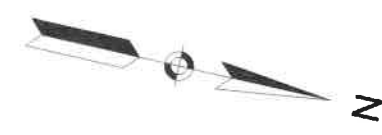
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CONTINUED ON SHEET NO. 59

**WELLFLEET
ROUTE 6 / MAIN STREET**

STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MA		59	133
PROJECT FILE NO.		607397	

**SIGN & PAVEMENT MARKING PLAN
PART 5 OF 7**



CONTINUED ON SHEET NO. 58

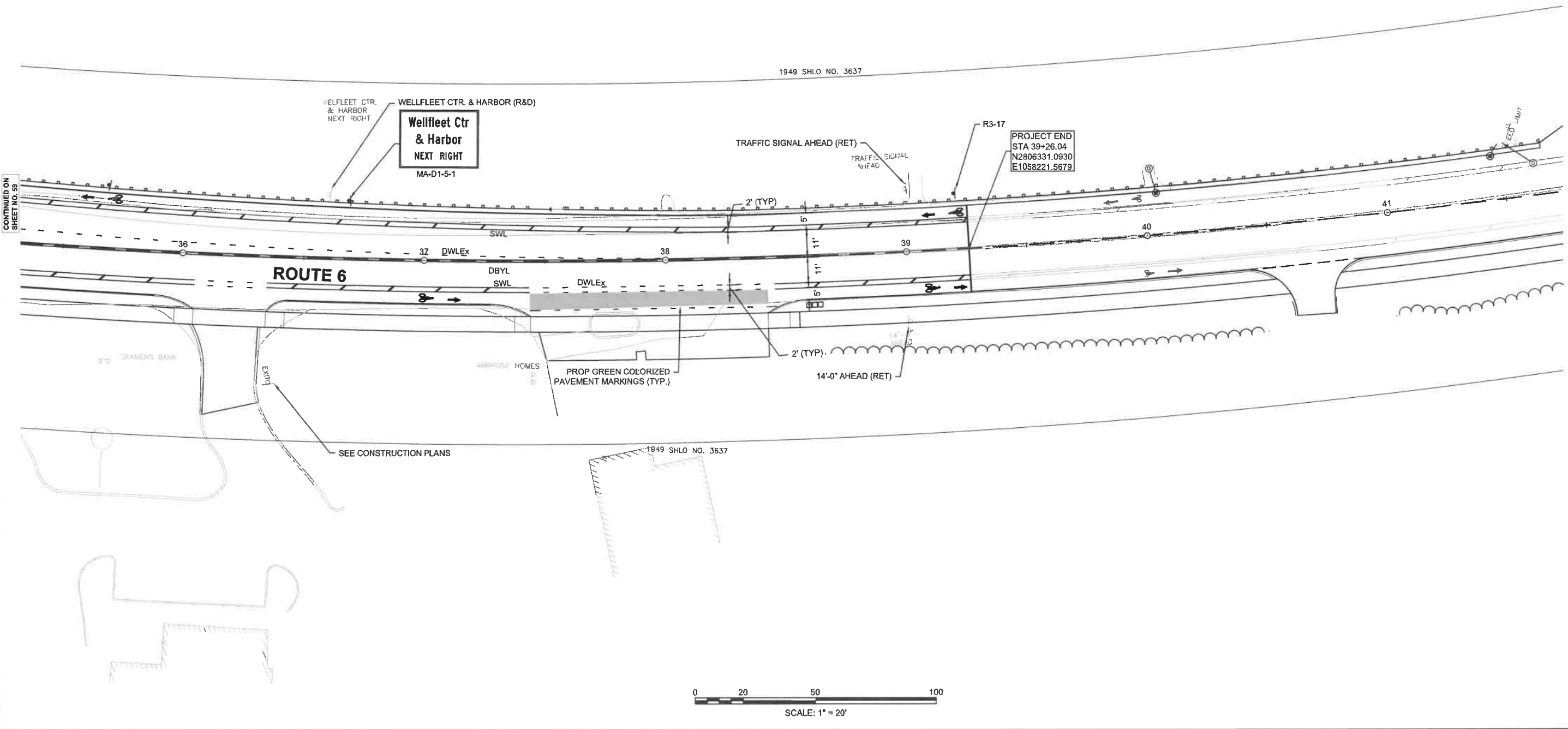
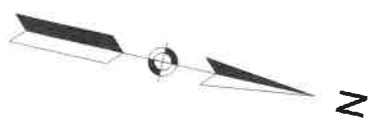
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607397_TR(SIGN&MARKING PLANS).DWG Plotted on 12-Apr-2022 3:22 PM

**WELLFLEET
ROUTE 6 / MAIN STREET**

STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MA	-	60	133
PROJECT FILE NO.		607397	

**SIGN & PAVEMENT MARKING PLAN
PART 6 OF 7**



CONTINUED ON
SHEET NO. 59

1949 SHLO NO. 3637

WELLFLEET CTR. & HARBOR
NEXT RIGHT
**Wellfleet Ctr
& Harbor
NEXT RIGHT**
MA-D1-5-1

TRAFFIC SIGNAL AHEAD (RET)

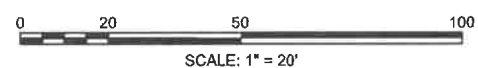
PROJECT END
STA 39+26.04
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E1058221.5879

ROUTE 6

PROP GREEN COLORIZED
PAVEMENT MARKINGS (TYP.)

SEE CONSTRUCTION PLANS

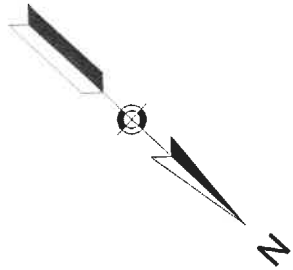
1949 SHLO NO. 3637



**WELLFLEET
ROUTE 6 / MAIN STREET**

STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MA	-	61	133
PROJECT FILE NO.		607397	

**SIGN & PAVEMENT MARKING PLAN
PART 7 OF 7**



6 EAST
Truro
Provincetown
NEXT LEFT

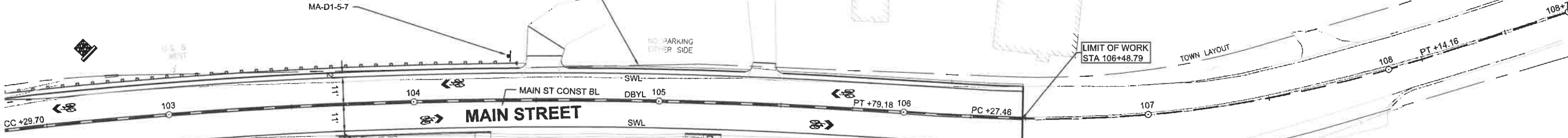
6 WEST
Boston
NEXT RIGHT

MA-D1-6-1
MA-D1-5-7

6 (R&D)
BIDIRECTIONAL ARROW (R&D)

NO PARKING
EITHER SIDE

LIMIT OF WORK
STA 106+48.79



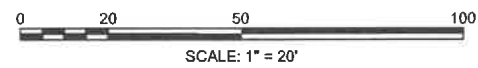
CONTINUED ON
SHEET NO. 59

SEE CONSTRUCTION PLANS

GALLERY
/LIGHTS

SEE CONSTRUCTION PLANS

SEE CONSTRUCTION PLANS

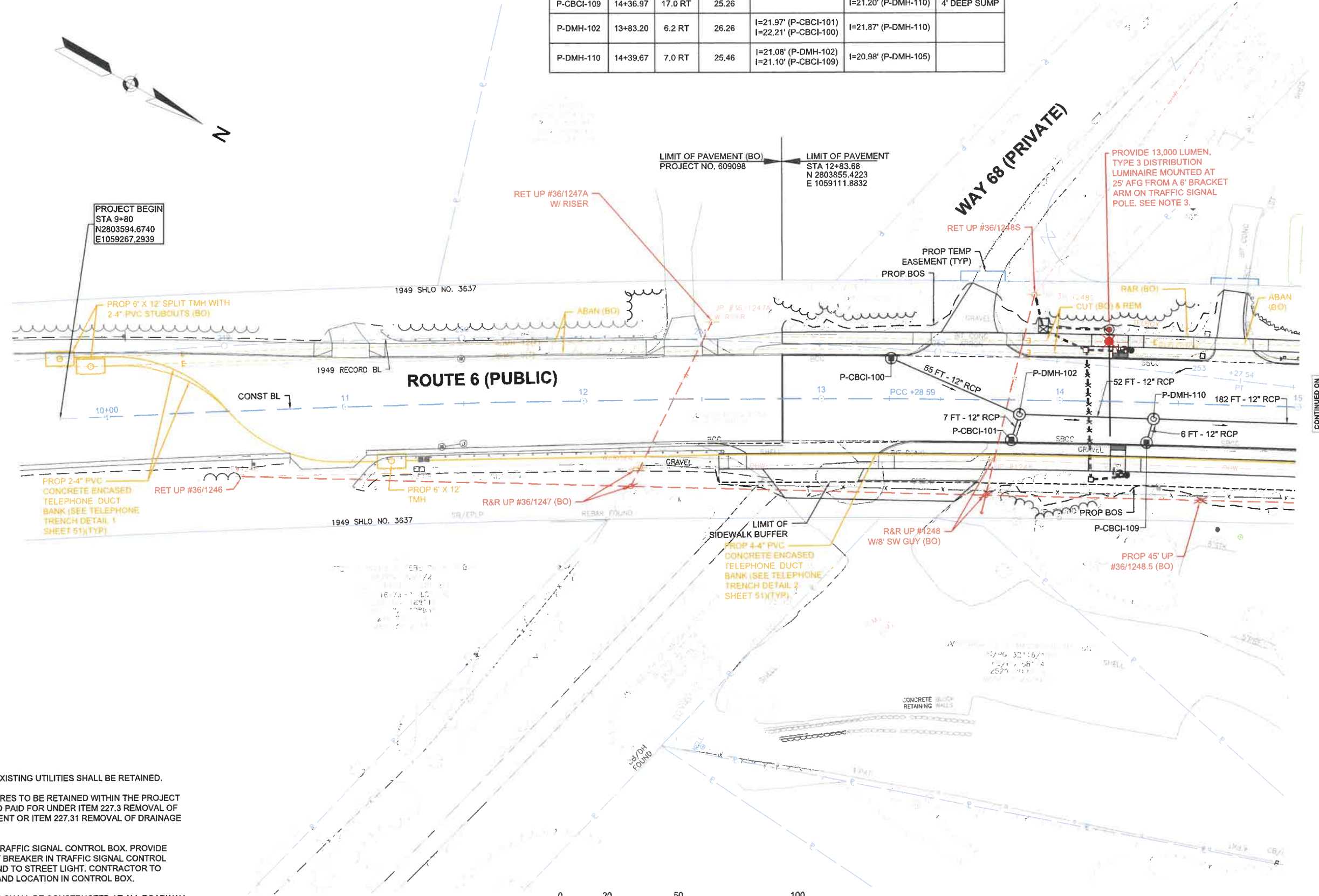


WELLFLEET
ROUTE 6 / MAIN STREET

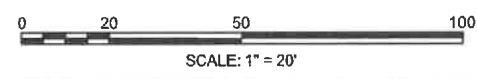
STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MA		37	133
PROJECT FILE NO.		607397	

DRAINAGE & UTILITY PLAN
PART 1 OF 7

DRAINAGE STRUCTURE TABLE						
NAME/TYPE	STATION	OFFSET	RIM ELEV.	INV. ELEV. IN	INV. ELEV. OUT	REMARKS
P-CBCI-100	13+29.14	17.0 LT	26.92		I=22.79' (P-DMH-102)	4' DEEP SUMP
P-CBCI-101	13+80.06	17.0 RT	26.03		I=22.03' (P-DMH-102)	4' DEEP SUMP
P-CBCI-109	14+36.97	17.0 RT	25.26		I=21.20' (P-DMH-110)	4' DEEP SUMP
P-DMH-102	13+83.20	6.2 RT	26.26	I=21.97' (P-CBCI-101) I=22.21' (P-CBCI-100)	I=21.87' (P-DMH-110)	
P-DMH-110	14+39.67	7.0 RT	25.46	I=21.08' (P-DMH-102) I=21.10' (P-CBCI-109)	I=20.98' (P-DMH-105)	



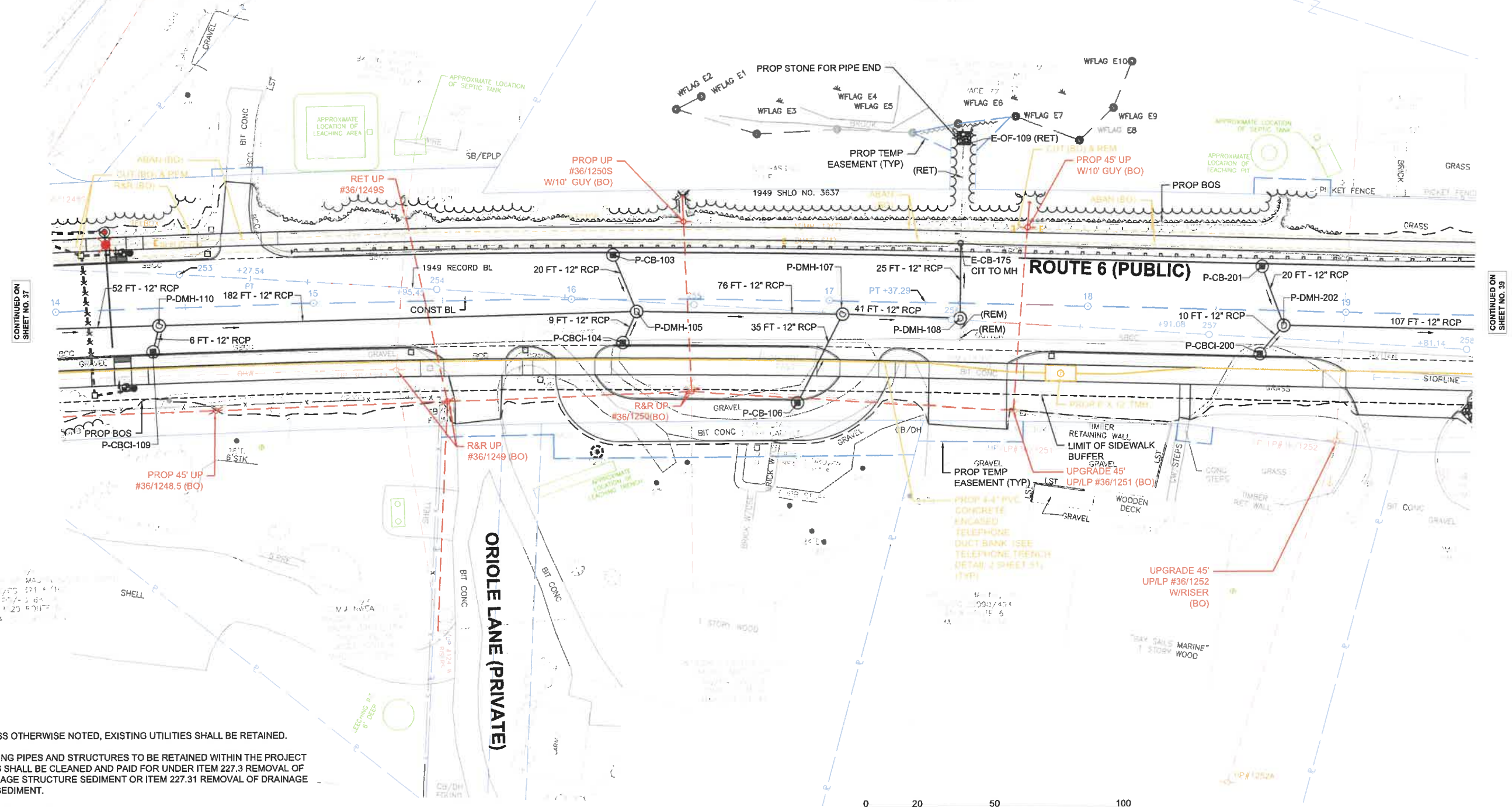
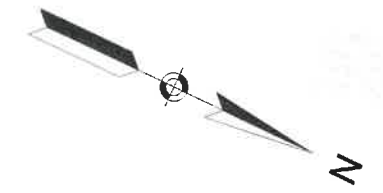
- NOTES:**
- UNLESS OTHERWISE NOTED, EXISTING UTILITIES SHALL BE RETAINED.
 - EXISTING PIPES AND STRUCTURES TO BE RETAINED WITHIN THE PROJECT LIMITS SHALL BE CLEANED AND PAID FOR UNDER ITEM 227.3 REMOVAL OF DRAINAGE STRUCTURE SEDIMENT OR ITEM 227.31 REMOVAL OF DRAINAGE PIPE SEDIMENT.
 - POWER STREET LIGHT FROM TRAFFIC SIGNAL CONTROL BOX. PROVIDE 15-AMP MOLDED CASE CIRCUIT BREAKER IN TRAFFIC SIGNAL CONTROL BOX AND EXTEND 2#10,1#10-GND TO STREET LIGHT. CONTRACTOR TO COORDINATE BREAKER TYPE AND LOCATION IN CONTROL BOX.
 - SECURED FRAME AND COVERS SHALL BE CONSTRUCTED AT ALL ROADWAY DRAIN MANHOLES ALONG ROUTE 6 PER SPECIAL PROVISION 221.1.



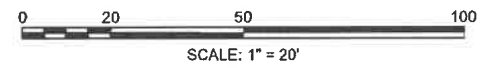
CONTINUED ON
SHEET NO. 38

DRAINAGE STRUCTURE TABLE					
NAME/TYPE	STATION	RIM ELEV.	INV. ELEV. IN	INV. ELEV. OUT	REMARKS
E-CB-175	17+50.28 23.2 LT	19.72	I=14.40' (P-DMH-108)	I=13.90' (E-OF-109)	CIT TO MH
P-CB-103	16+16.25 17.0 LT	22.37		I=18.10' (P-DMH-105)	4' DEEP SUMP
P-CB-106	16+88.09 40.0 RT	19.84		I=16.30' (P-DMH-107)	PROVIDE TOP SLAB 4' DEEP SUMP
P-CB-201	18+67.21 17.0 LT	16.89		I=12.84' (P-DMH-202)	4' DEEP SUMP
P-CBCI-104	16+19.97 17.0 RT	21.70		I=17.45' (P-DMH-105)	4' DEEP SUMP
P-CBCI-109	14+36.97 17.0 RT	25.26		I=21.20' (P-DMH-110)	4' DEEP SUMP
P-CBCI-200	18+67.13 17.0 RT	16.90		I=12.82' (P-DMH-202)	4' DEEP SUMP

DRAINAGE STRUCTURE TABLE					
NAME/TYPE	STATION	RIM ELEV.	INV. ELEV. IN	INV. ELEV. OUT	REMARKS
P-DMH-105	16+25.41 4.9 RT	21.88	I=17.60' (P-DMH-110) I=17.30' (P-CBCI-104) I=17.60' (P-CB-103)	I=17.10' (P-DMH-107)	
P-DMH-107	17+05.33 5.3 RT	20.30	I=15.90' (P-DMH-105) I=15.90' (P-CB-106)	I=15.80' (P-DMH-108)	
P-DMH-108	17+50.83 5.9 RT	19.41	I=15.20' (P-DMH-107)	I=14.79' (E-CB-175)	
P-DMH-110	14+39.67 7.0 RT	25.46	I=21.08' (P-DMH-102) I=21.10' (P-CBCI-109)	I=20.98' (P-DMH-105)	
P-DMH-202	18+76.05 5.8 RT	16.94	I=12.75' (P-CBCI-200) I=12.69' (P-CB-201)	I=12.61' (P-DMH-203)	



- NOTES:
- UNLESS OTHERWISE NOTED, EXISTING UTILITIES SHALL BE RETAINED.
 - EXISTING PIPES AND STRUCTURES TO BE RETAINED WITHIN THE PROJECT LIMITS SHALL BE CLEANED AND PAID FOR UNDER ITEM 227.3 REMOVAL OF DRAINAGE STRUCTURE SEDIMENT OR ITEM 227.31 REMOVAL OF DRAINAGE PIPE SEDIMENT.
 - SECURED FRAME AND COVERS SHALL BE CONSTRUCTED AT ALL ROADWAY DRAIN MANHOLES ALONG ROUTE 6 PER SPECIAL PROVISION 221.1.



**WELLFLEET
ROUTE 6 / MAIN STREET**

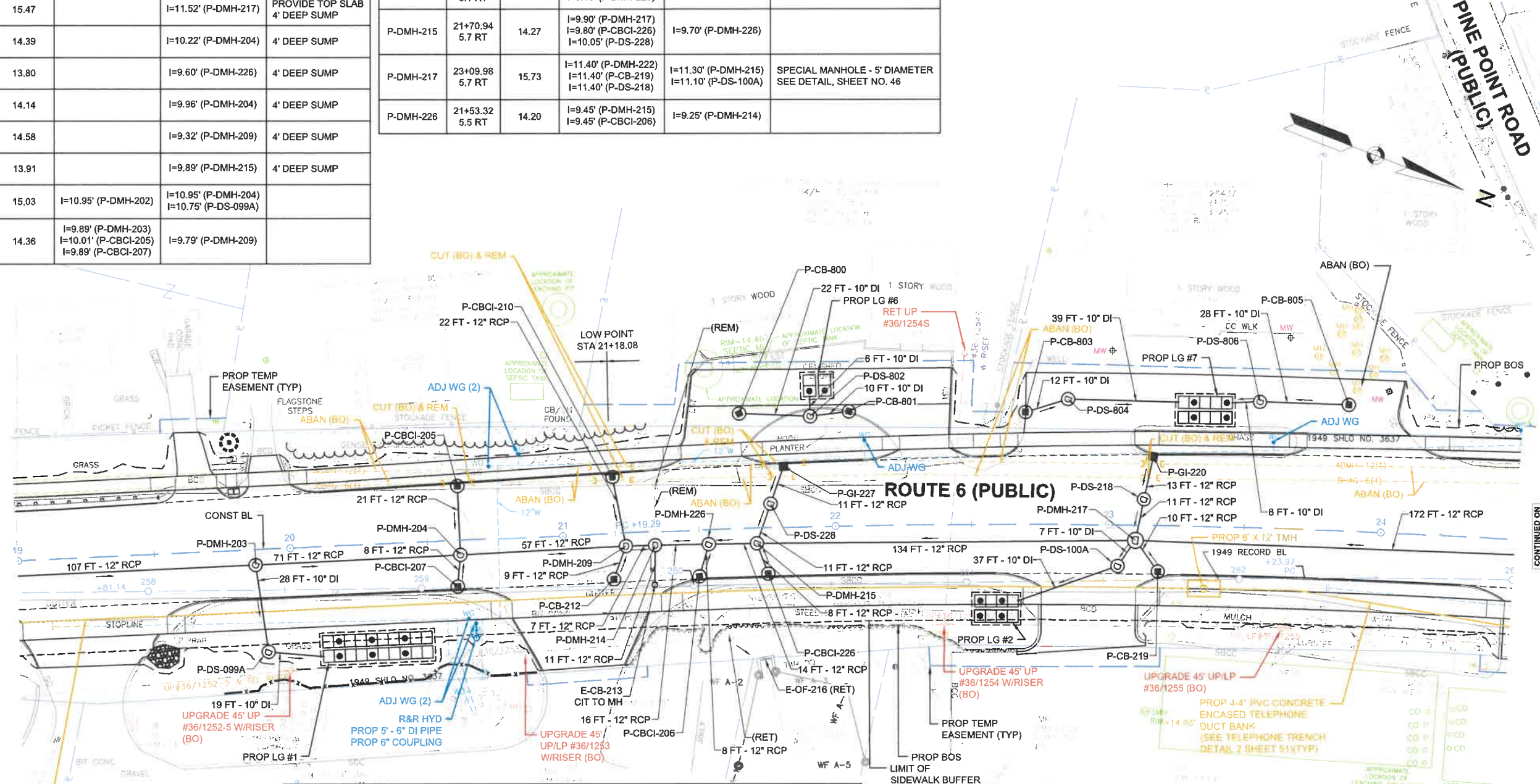
STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MA		39	133
PROJECT FILE NO.		607397	

**DRAINAGE & UTILITY PLAN
PART 3 OF 7**

DRAINAGE STRUCTURE TABLE					
NAME/TYPE	STATION	RIM ELEV.	INV. ELEV. IN	INV. ELEV. OUT	REMARKS
E-CB-213	21+33.04 19.7 RT	14.19	I=8.70' (P-DMH-214)	I=8.60' (E-OF-216)	CIT TO MH
P-CB-212	21+18.08 17.0 RT	13.96		I=9.67' (P-DMH-209)	4' DEEP SUMP
P-CB-219	23+18.46 17.0 RT	15.47		I=11.52' (P-DMH-217)	PROVIDE TOP SLAB 4' DEEP SUMP
P-CBCI-205	20+62.02 19.9 LT	14.39		I=10.22' (P-DMH-204)	4' DEEP SUMP
P-CBCI-206	21+49.55 17.1 RT	13.80		I=9.60' (P-DMH-226)	4' DEEP SUMP
P-CBCI-207	20+60.55 17.0 RT	14.14		I=9.96' (P-DMH-204)	4' DEEP SUMP
P-CBCI-210	21+19.24 20.6 LT	14.58		I=9.32' (P-DMH-209)	4' DEEP SUMP
P-CBCI-226	21+74.74 17.0 RT	13.91		I=9.89' (P-DMH-215)	4' DEEP SUMP
P-DMH-203	19+86.92 5.7 RT	15.03	I=10.95' (P-DMH-202)	I=10.95' (P-DMH-204) I=10.75' (P-DS-099A)	
P-DMH-204	20+62.02 5.4 RT	14.36	I=9.89' (P-DMH-203) I=10.01' (P-CBCI-205) I=9.89' (P-CBCI-207)	I=9.79' (P-DMH-209)	

DRAINAGE STRUCTURE TABLE					
NAME/TYPE	STATION	RIM ELEV.	INV. ELEV. IN	INV. ELEV. OUT	REMARKS
P-DMH-209	21+23.03 5.0 RT	14.21	I=9.22' (P-DMH-204) I=9.22' (P-CBCI-210) I=9.22' (P-CB-212)	I=9.12' (P-DMH-214)	PROVIDE TOP SLAB
P-DMH-214	21+33.71 5.1 RT	14.19	I=9.01' (P-DMH-209) I=9.10' (P-DMH-226)	I=8.91' (E-CB-213)	
P-DMH-215	21+70.94 5.7 RT	14.27	I=9.90' (P-DMH-217) I=9.80' (P-CBCI-226) I=10.05' (P-DS-228)	I=9.70' (P-DMH-226)	
P-DMH-217	23+09.98 5.7 RT	15.73	I=11.40' (P-DMH-222) I=11.40' (P-CB-219) I=11.40' (P-DS-218)	I=11.30' (P-DMH-215) I=11.10' (P-DS-100A)	SPECIAL MANHOLE - 5' DIAMETER SEE DETAIL, SHEET NO. 46
P-DMH-226	21+53.32 5.5 RT	14.20	I=9.45' (P-DMH-215) I=9.45' (P-CBCI-206)	I=9.25' (P-DMH-214)	

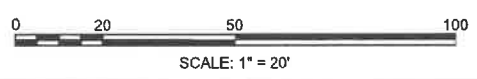
DRAINAGE STRUCTURE TABLE					
NAME/TYPE	STATION	RIM ELEV.	INV. ELEV. IN	INV. ELEV. OUT	REMARKS
P-GI-220	23+16.11 25.3 LT	16.55		I=12.45' (P-DS-218)	GUTTER INLET - SPECIAL SEE DETAIL, SHEET NO. 46
P-GI-227	21+81.29 22.3 LT	14.98		I=10.31' (P-DS-228)	GUTTER INLET - SPECIAL SEE DETAIL, SHEET NO. 46



DRAINAGE STRUCTURE TABLE					
NAME/TYPE	STATION	RIM ELEV.	INV. ELEV. IN	INV. ELEV. OUT	REMARKS
P-DS-099A	19+90.28 37.8 RT	15.64	I=10.42' (P-DMH-203)	I=10.35' (PROP LG-1)	PRECAST CONCRETE STORM DRAIN MANHOLE WITH SUMP SEE DETAIL, SHEET NO. 46
P-DS-100A	23+03.50 15.2 RT	15.34	I=10.90' (P-DMH-217)	I=10.70' (PROP LG-2)	PRECAST CONCRETE STORM DRAIN MANHOLE WITH SUMP SEE DETAIL, SHEET NO. 46
P-DS-218	23+12.88 9.5 LT	16.27	I=12.00' (P-GI-220)	I=11.90' (P-DMH-217)	PRECAST CONCRETE STORM DRAIN MANHOLE WITH SUMP SEE DETAIL, SHEET NO. 46 PROVIDE TOP SLAB
P-DS-228	21+76.29 8.7 LT	14.77	I=10.24' (P-GI-227)	I=10.14' (P-DMH-215)	PRECAST CONCRETE STORM DRAIN MANHOLE WITH SUMP SEE DETAIL, SHEET NO. 46
P-DS-802	21+91.45 40.5 LT	14.79	I=10.07' (P-CB-800) I=10.07' (P-CB-801)	I=9.97' (PROP LG-6)	PRECAST CONCRETE STORM DRAIN MANHOLE WITH SUMP SEE DETAIL, SHEET NO. 46

DRAINAGE STRUCTURE TABLE					
NAME/TYPE	STATION	RIM ELEV.	INV. ELEV. IN	INV. ELEV. OUT	REMARKS
P-CB-800	21+65.79 42.2 LT	14.14		I=10.20' (P-DS-802)	4' DEEP SUMP AND CATCH BASIN HOOD
P-CB-801	22+05.60 42.0 LT	14.60		I=10.13' (P-DS-802)	4' DEEP SUMP AND CATCH BASIN HOOD
P-CB-803	22+69.65 41.2 LT	15.72		I=11.85' (P-DS-804)	4' DEEP SUMP AND CATCH BASIN HOOD
P-CB-805	23+86.43 46.2 LT	16.51		I=12.00' (P-DS-806)	4' DEEP SUMP AND CATCH BASIN HOOD
P-DS-804	22+84.96 46.0 LT	15.91	I=11.78' (P-CB-803)	I=11.68' (PROP LG-7)	PRECAST CONCRETE STORM DRAIN MANHOLE WITH SUMP SEE DETAIL, SHEET NO. 46
P-DS-806	23+54.47 46.3 LT	16.74	I=11.57' (P-CB-805)	I=11.47' (PROP LG-7)	PRECAST CONCRETE STORM DRAIN MANHOLE WITH SUMP SEE DETAIL, SHEET NO. 46

- NOTES:**
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 - SECURED FRAME AND COVERS SHALL BE CONSTRUCTED AT ALL ROADWAY DRAIN MANHOLES ALONG ROUTE 6 PER SPECIAL PROVISION 221.1.



CONTINUED ON
SHEET NO. 38

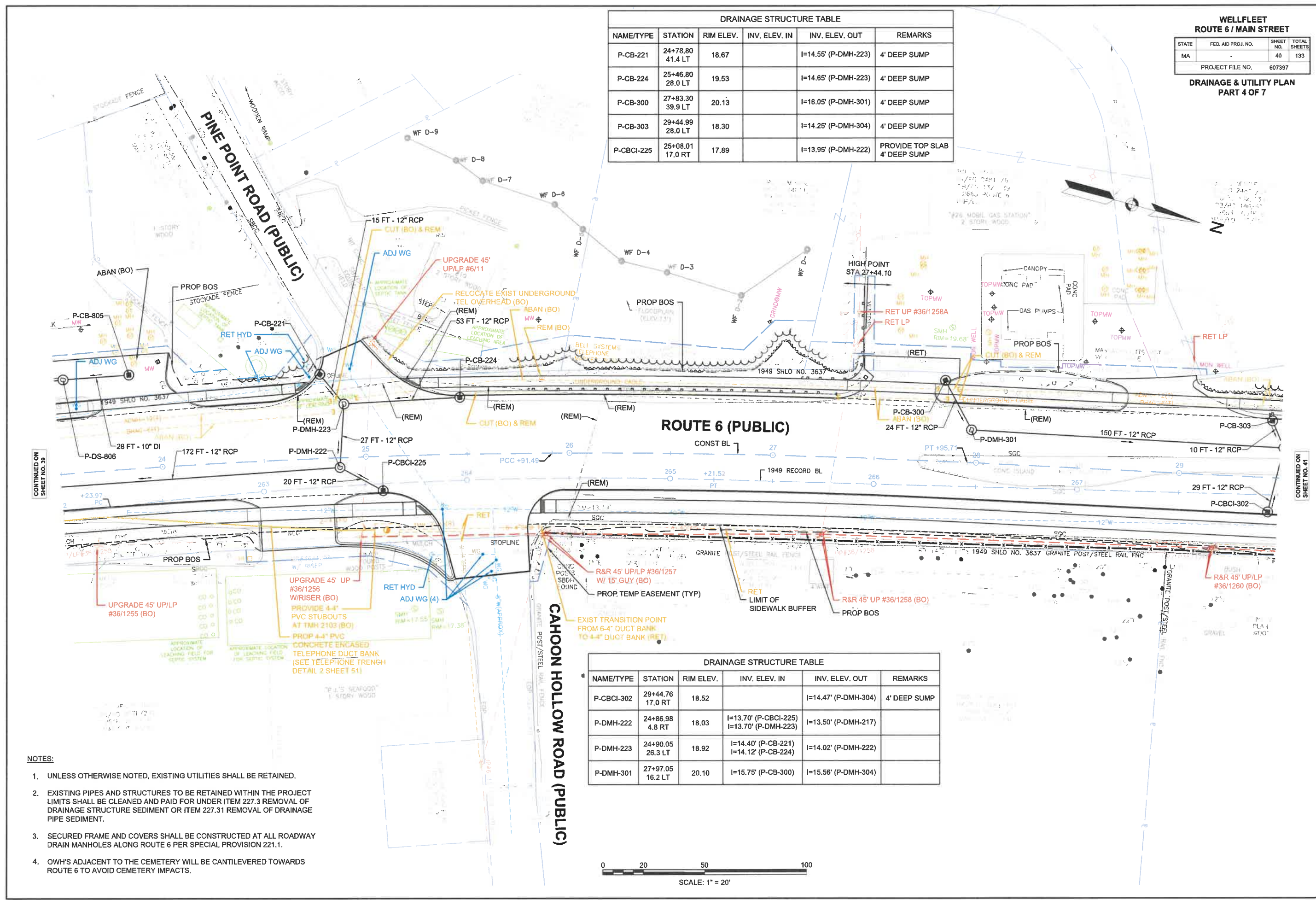
CONTINUED ON
SHEET NO. 40

WELLFLEET ROUTE 6 / MAIN STREET			
STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MA		40	133
PROJECT FILE NO.		607397	

**DRAINAGE & UTILITY PLAN
PART 4 OF 7**

DRAINAGE STRUCTURE TABLE					
NAME/TYPE	STATION	RIM ELEV.	INV. ELEV. IN	INV. ELEV. OUT	REMARKS
P-CB-221	24+78.80 41.4 LT	18.67		I=14.55' (P-DMH-223)	4' DEEP SUMP
P-CB-224	25+46.80 28.0 LT	19.53		I=14.65' (P-DMH-223)	4' DEEP SUMP
P-CB-300	27+83.30 39.9 LT	20.13		I=16.05' (P-DMH-301)	4' DEEP SUMP
P-CB-303	29+44.99 28.0 LT	18.30		I=14.25' (P-DMH-304)	4' DEEP SUMP
P-CBCI-225	25+08.01 17.0 RT	17.89		I=13.95' (P-DMH-222)	PROVIDE TOP SLAB 4' DEEP SUMP

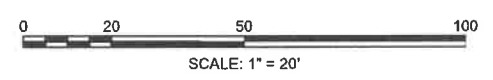
DRAINAGE STRUCTURE TABLE					
NAME/TYPE	STATION	RIM ELEV.	INV. ELEV. IN	INV. ELEV. OUT	REMARKS
P-CBCI-302	29+44.76 17.0 RT	18.52		I=14.47' (P-DMH-304)	4' DEEP SUMP
P-DMH-222	24+86.98 4.8 RT	18.03	I=13.70' (P-CBCI-225) I=13.70' (P-DMH-223)	I=13.50' (P-DMH-217)	
P-DMH-223	24+90.05 26.3 LT	18.92	I=14.40' (P-CB-221) I=14.12' (P-CB-224)	I=14.02' (P-DMH-222)	
P-DMH-301	27+97.05 16.2 LT	20.10	I=15.75' (P-CB-300)	I=15.56' (P-DMH-304)	



CONTINUED ON
SHEET NO. 39

CONTINUED ON
SHEET NO. 41

- NOTES:**
- UNLESS OTHERWISE NOTED, EXISTING UTILITIES SHALL BE RETAINED.
 - EXISTING PIPES AND STRUCTURES TO BE RETAINED WITHIN THE PROJECT LIMITS SHALL BE CLEANED AND PAID FOR UNDER ITEM 227.3 REMOVAL OF DRAINAGE STRUCTURE SEDIMENT OR ITEM 227.31 REMOVAL OF DRAINAGE PIPE SEDIMENT.
 - SECURED FRAME AND COVERS SHALL BE CONSTRUCTED AT ALL ROADWAY DRAIN MANHOLES ALONG ROUTE 6 PER SPECIAL PROVISION 221.1.
 - OWH'S ADJACENT TO THE CEMETERY WILL BE CANTILEVERED TOWARDS ROUTE 6 TO AVOID CEMETERY IMPACTS.

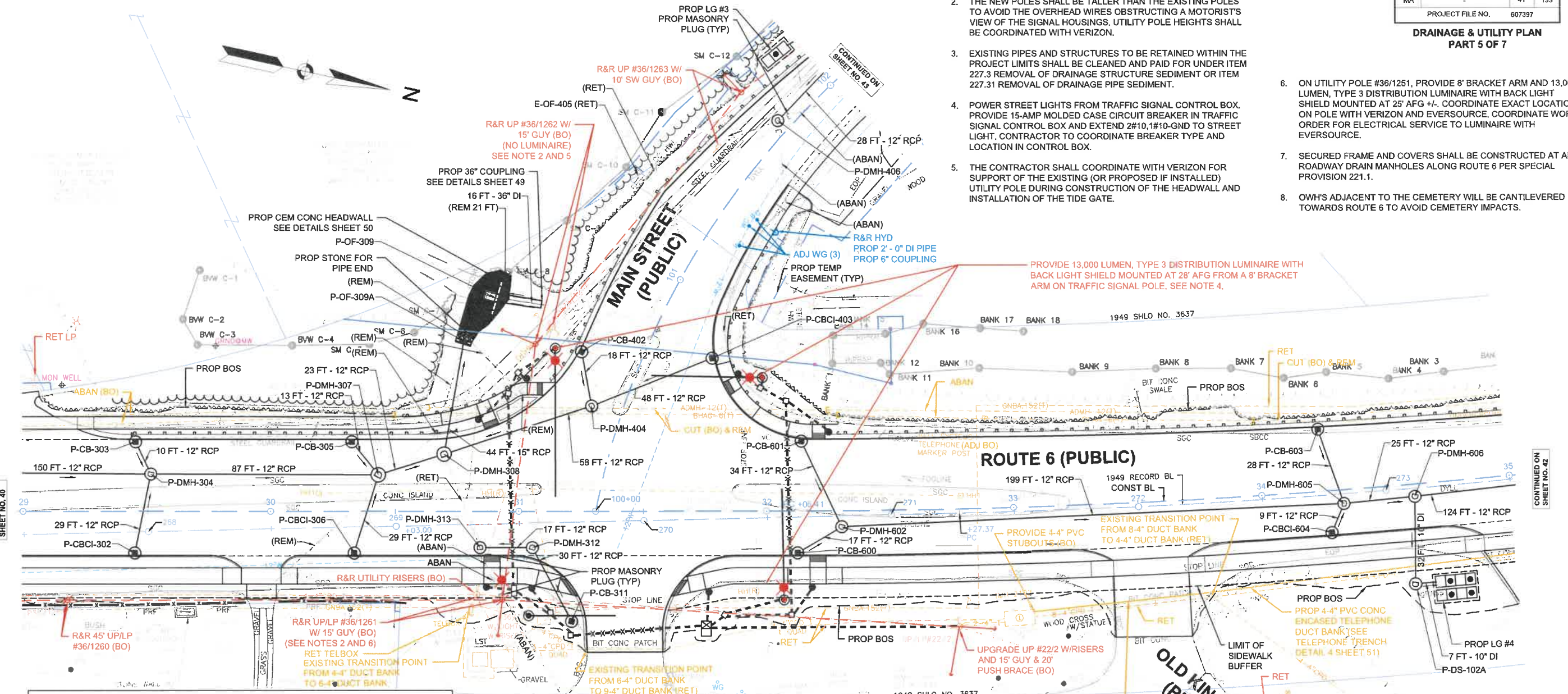


WELLFLEET ROUTE 6 / MAIN STREET			
STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MA		41	133
PROJECT FILE NO.		607397	

**DRAINAGE & UTILITY PLAN
PART 5 OF 7**

NOTES:

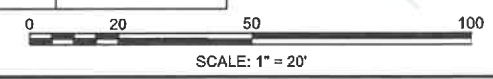
- UNLESS OTHERWISE NOTED, EXISTING UTILITIES SHALL BE RETAINED.
- THE NEW POLES SHALL BE TALLER THAN THE EXISTING POLES TO AVOID THE OVERHEAD WIRES OBSTRUCTING A MOTORIST'S VIEW OF THE SIGNAL HOUSINGS. UTILITY POLE HEIGHTS SHALL BE COORDINATED WITH VERIZON.
- EXISTING PIPES AND STRUCTURES TO BE RETAINED WITHIN THE PROJECT LIMITS SHALL BE CLEANED AND PAID FOR UNDER ITEM 227.3 REMOVAL OF DRAINAGE STRUCTURE SEDIMENT OR ITEM 227.31 REMOVAL OF DRAINAGE PIPE SEDIMENT.
- POWER STREET LIGHTS FROM TRAFFIC SIGNAL CONTROL BOX. PROVIDE 15-AMP MOLDED CASE CIRCUIT BREAKER IN TRAFFIC SIGNAL CONTROL BOX AND EXTEND #10, #10-GND TO STREET LIGHT. CONTRACTOR TO COORDINATE BREAKER TYPE AND LOCATION IN CONTROL BOX.
- THE CONTRACTOR SHALL COORDINATE WITH VERIZON FOR SUPPORT OF THE EXISTING (OR PROPOSED IF INSTALLED) UTILITY POLE DURING CONSTRUCTION OF THE HEADWALL AND INSTALLATION OF THE TIDE GATE.
- ON UTILITY POLE #36/1261, PROVIDE 8' BRACKET ARM AND 13,000 LUMEN, TYPE 3 DISTRIBUTION LUMINAIRE WITH BACK LIGHT SHIELD MOUNTED AT 25' AFG +/-. COORDINATE EXACT LOCATION ON POLE WITH VERIZON AND EVERSOURCE. COORDINATE WORK ORDER FOR ELECTRICAL SERVICE TO LUMINAIRE WITH EVERSOURCE.
- SECURED FRAME AND COVERS SHALL BE CONSTRUCTED AT ALL ROADWAY DRAIN MANHOLES ALONG ROUTE 6 PER SPECIAL PROVISION 221.1.
- OW'S ADJACENT TO THE CEMETERY WILL BE CANTILEVERED TOWARDS ROUTE 6 TO AVOID CEMETERY IMPACTS.



DRAINAGE STRUCTURE TABLE					
NAME/TYPE	STATION	RIM ELEV.	INV. ELEV. IN	INV. ELEV. OUT	REMARKS
E-CB-310	30+89.47 28.0 RT	17.24		I=12.80' (P-DMH-313)	ABAN
P-CB-303	29+44.99 28.0 LT	18.30		I=14.25' (P-DMH-304)	4' DEEP SUMP
P-CB-305	30+32.54 28.0 LT	17.46		I=13.46' (P-DMH-307)	4' DEEP SUMP
P-CB-311	31+21.35 44.7 RT	17.52		I=13.27' (P-DMH-312)	4' DEEP SUMP
P-CB-402	100+58.22 23.6 LT	14.45		I=10.87' (P-DMH-404)	PROVIDE TOP SLAB 4' DEEP SUMP
P-CB-600	32+12.59 17.0 RT	15.40		I=11.00' (P-DMH-602)	4' DEEP SUMP
P-CB-601	32+14.13 28.2 LT	14.43		I=10.10' (P-DMH-602)	4' DEEP SUMP
P-CB-603	34+24.52 25.1 LT	10.76		I=7.60' (P-DMH-605)	PROVIDE TOP SLAB 4' DEEP SUMP
P-CBCI-302	29+44.76 17.0 RT	18.52		I=14.47' (P-DMH-304)	4' DEEP SUMP
P-CBCI-306	30+33.55 17.0 RT	17.66		I=13.60' (P-DMH-307)	4' DEEP SUMP

DRAINAGE STRUCTURE TABLE						
NAME/TYPE	STATION	RIM ELEV.	INV. ELEV. IN	INV. ELEV. OUT	REMARKS	
P-CBCI-403	100+76.48 25.8 RT	13.81		I=10.70' (P-DMH-404)	PROVIDE TOP SLAB 4' DEEP SUMP	
P-CBCI-604	34+27.24 17.0 RT	11.87		I=7.71' (P-DMH-605)	4' DEEP SUMP	
P-DMH-304	29+51.25 14.9 LT	18.51		I=13.70' (P-DMH-301) I=14.10' (P-CB-303) I=14.10' (P-CBCI-302)		
P-DMH-307	30+43.11 14.6 LT	17.60		I=13.20' (P-CBCI-306) I=13.30' (P-CB-305) I=12.50' (P-DMH-304)	SPECIAL MANHOLE - 5' DIAMETER SEE DETAIL, SHEET NO. 46	
P-DMH-308	30+69.76 23.0 LT	17.08		I=11.60' (P-DMH-313) I=12.10' (P-DMH-307) I=10.00' (P-DMH-404)	SPECIAL MANHOLE - 5' DIAMETER SEE DETAIL, SHEET NO. 46	
P-DMH-312	31+05.55 14.8 RT	16.86		I=12.97' (P-CB-311)	I=12.87' (P-DMH-313)	PROVIDE TOP SLAB
P-DMH-404	100+39.90 12.4 LT	15.43		I=10.68' (P-CB-402) I=10.46' (P-CBCI-403)	I=10.36' (P-DMH-308)	

DRAINAGE STRUCTURE TABLE						
NAME/TYPE	STATION	RIM ELEV.	INV. ELEV. IN	INV. ELEV. OUT	REMARKS	
P-DMH-313	30+84.40 14.8 RT	17.11		I=12.70' (P-DMH-312) I=12.60' (E-CB-310)	I=12.50' (P-DMH-308)	
P-DMH-406	101+74.97 5.3 LT	12.48		I=8.15' (P-DMH-407)	I=8.05' (E-OF-405)	
P-DMH-602	32+30.40 6.5 RT	15.10		I=10.20' (P-CB-600) I=9.70' (P-CB-601)	I=9.50' (P-DMH-605)	
P-DMH-605	34+32.89 5.6 RT	11.66		I=7.35' (P-DMH-602) I=7.35' (P-CB-603) I=7.41' (P-CBCI-604)	I=7.25' (P-DMH-606)	
P-DMH-606	34+61.43 5.0 RT	11.16		I=6.70' (P-DMH-605)	I=6.60' (P-DMH-607) I=6.50' (P-DS-102A)	PROVIDE TOP SLAB
P-OF-309A	30+77.71 68.8 LT	9.72		I=7.78' (P-DMH-308)		



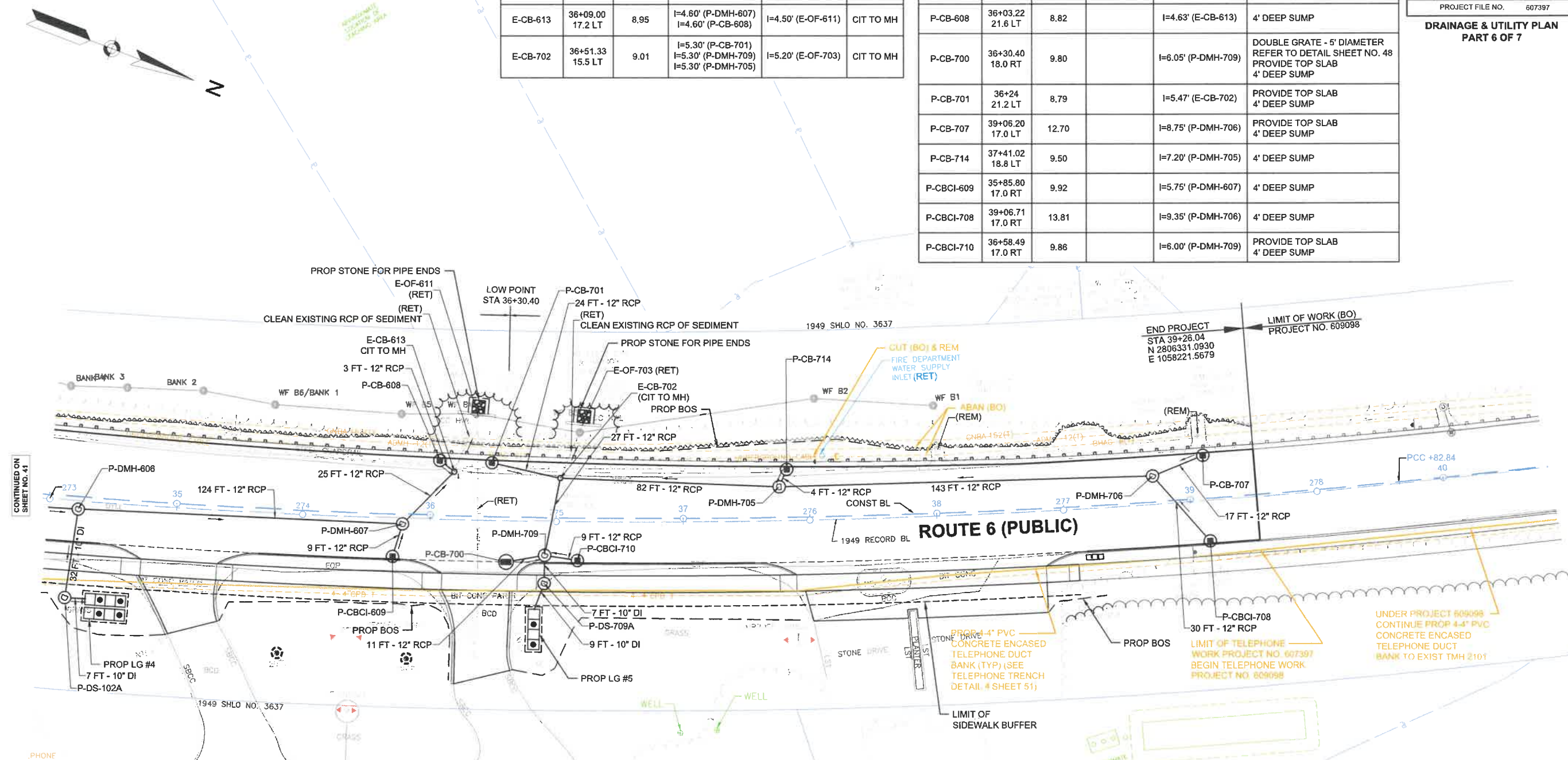
WELLFLEET
ROUTE 6 / MAIN STREET

STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MA		42	133
PROJECT FILE NO.		607397	

DRAINAGE & UTILITY PLAN
PART 6 OF 7

DRAINAGE STRUCTURE TABLE					
NAME/TYPE	STATION	RIM ELEV.	INV. ELEV. IN	INV. ELEV. OUT	REMARKS
E-CB-613	36+09.00 17.2 LT	8.95	I=4.60' (P-DMH-607) I=4.60' (P-CB-608)	I=4.50' (E-OF-611)	CIT TO MH
E-CB-702	36+51.33 15.5 LT	9.01	I=5.30' (P-CB-701) I=5.30' (P-DMH-709) I=5.30' (P-DMH-705)	I=5.20' (E-OF-703)	CIT TO MH

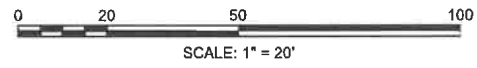
DRAINAGE STRUCTURE TABLE					
NAME/TYPE	STATION	RIM ELEV.	INV. ELEV. IN	INV. ELEV. OUT	REMARKS
P-CB-608	36+03.22 21.6 LT	8.82		I=4.63' (E-CB-613)	4' DEEP SUMP
P-CB-700	36+30.40 18.0 RT	9.80		I=6.05' (P-DMH-709)	DOUBLE GRATE - 5' DIAMETER REFER TO DETAIL SHEET NO. 48 PROVIDE TOP SLAB 4' DEEP SUMP
P-CB-701	36+24 21.2 LT	8.79		I=5.47' (E-CB-702)	PROVIDE TOP SLAB 4' DEEP SUMP
P-CB-707	39+06.20 17.0 LT	12.70		I=8.75' (P-DMH-706)	PROVIDE TOP SLAB 4' DEEP SUMP
P-CB-714	37+41.02 18.8 LT	9.50		I=7.20' (P-DMH-705)	4' DEEP SUMP
P-CBCI-609	35+85.80 17.0 RT	9.92		I=5.75' (P-DMH-607)	4' DEEP SUMP
P-CBCI-708	39+06.71 17.0 RT	13.81		I=9.35' (P-DMH-706)	4' DEEP SUMP
P-CBCI-710	36+58.49 17.0 RT	9.86		I=6.00' (P-DMH-709)	PROVIDE TOP SLAB 4' DEEP SUMP



DRAINAGE STRUCTURE TABLE					
NAME/TYPE	STATION	RIM ELEV.	INV. ELEV. IN	INV. ELEV. OUT	REMARKS
P-DMH-606	34+61.43 5.0 RT	11.16	I=6.70' (P-DMH-605)	I=6.60' (P-DMH-607) I=6.50' (P-DS-102A)	PROVIDE TOP SLAB
P-DMH-607	35+89.28 4.0 RT	9.73	I=5.55' (P-DMH-606) I=5.55' (P-CBCI-609)	I=5.45' (E-CB-613)	
P-DMH-705	37+37.97 11.9 LT	9.70	I=6.82' (P-DMH-706) I=6.90' (P-CB-714)	I=6.72' (E-CB-702)	
P-DMH-706	38+85.85 10.2 LT	12.47	I=8.80' (P-CBCI-708) I=8.50' (P-CB-707)	I=8.40' (P-DMH-705)	

DRAINAGE STRUCTURE TABLE					
NAME/TYPE	STATION	RIM ELEV.	INV. ELEV. IN	INV. ELEV. OUT	REMARKS
P-DMH-709	36+45.59 15.1 RT	9.87	I=5.85' (P-CBCI-710) I=5.85' (P-CB-700)	I=5.55' (P-DS-709A) I=5.75' (E-CB-702)	PROVIDE TOP SLAB
P-DS-102A	34+58.78 40.3 RT	7.54	I=6.14' (P-DMH-606)	I=6.00' (PROP LG-4)	PRECAST CONCRETE STORM DRAIN MANHOLE WITH SUMP SEE DETAIL, SHEET NO. 46
P-DS-709A	36+45.59 26.3 RT	10.26	I=5.48' (P-DMH-709)	I=5.38' (PROP LG-5)	PRECAST CONCRETE STORM DRAIN MANHOLE WITH SUMP SEE DETAIL, SHEET NO. 46

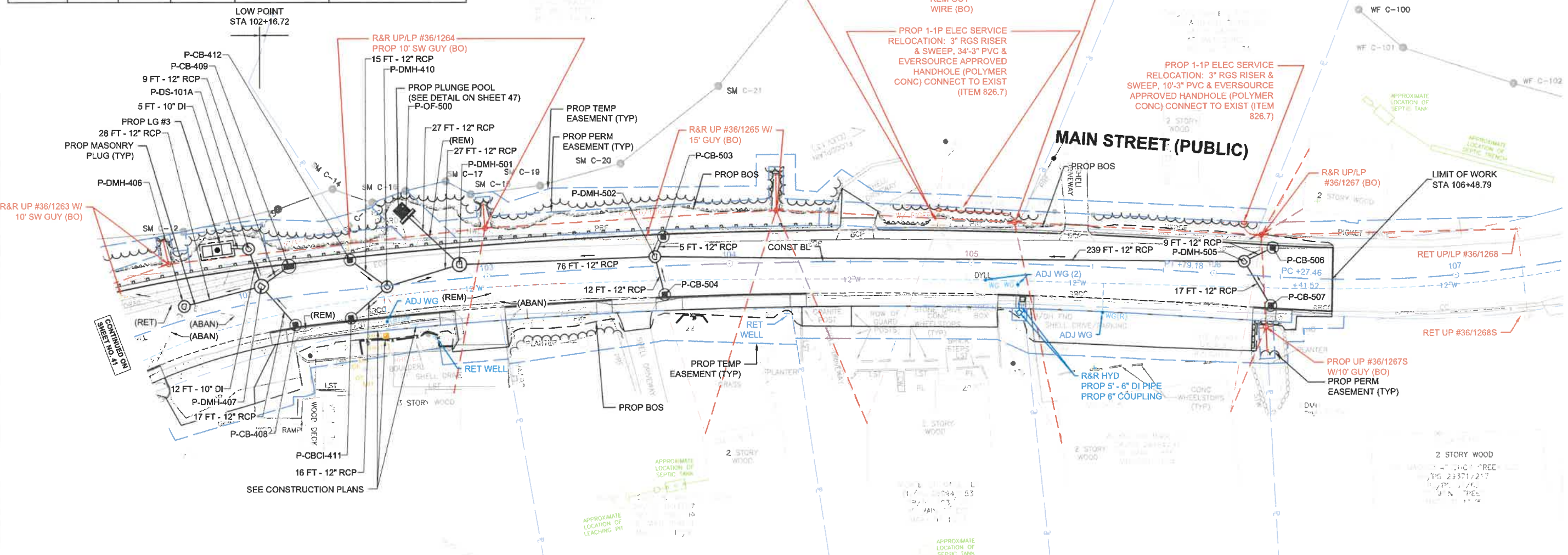
- NOTES:
- UNLESS OTHERWISE NOTED, EXISTING UTILITIES SHALL BE RETAINED.
 - EXISTING PIPES AND STRUCTURES TO BE RETAINED WITHIN THE PROJECT LIMITS SHALL BE CLEANED AND PAID FOR UNDER ITEM 227.3 REMOVAL OF DRAINAGE STRUCTURE SEDIMENT OR ITEM 227.31 REMOVAL OF DRAINAGE PIPE SEDIMENT.
 - SECURED FRAME AND COVERS SHALL BE CONSTRUCTED AT ALL ROADWAY DRAIN MANHOLES ALONG ROUTE 6 PER SPECIAL PROVISION 221.1.



WELLFLEET ROUTE 6 / MAIN STREET			
STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MA		43	133
PROJECT FILE NO.		607397	
DRAINAGE AND UTILITY PLANS PART 7 OF 7			

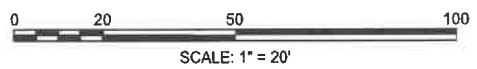
DRAINAGE STRUCTURE TABLE					
NAME/TYPE	STATION	RIM ELEV.	INV. ELEV. IN	INV. ELEV. OUT	REMARKS
P-CB-408	102+18.52 12.0 RT	11.48		I=8.43' (P-DMH-407)	PROVIDE TOP SLAB 4' DEEP SUMP
P-CB-409	102+19.25 12.4 LT	11.47		I=8.40' (P-DMH-407)	DOUBLE GRATE - 5' DIAMETER PROVIDE TOP SLAB 4' DEEP SUMP
P-CB-412	102+44.29 12.0 LT	11.56		I=8.39' (P-DMH-410)	PROVIDE TOP SLAB 4' DEEP SUMP
P-CB-503	103+73.15 12.0 LT	14.14		I=9.90' (P-DMH-502)	4' DEEP SUMP
P-CB-504	103+72.79 12.0 RT	14.13		I=9.90' (P-DMH-502)	4' DEEP SUMP
P-CB-506	106+23.63 12.0 LT	23.36		I=19.10' (P-DMH-505)	4' DEEP SUMP
P-CB-507	106+24.24 12.0 RT	23.37		I=19.20' (P-DMH-505)	4' DEEP SUMP

DRAINAGE STRUCTURE TABLE					
NAME/TYPE	STATION	RIM ELEV.	INV. ELEV. IN	INV. ELEV. OUT	REMARKS
P-CBCI-411	102+42.24 12.0 RT	11.55		I=8.38' (P-DMH-410)	PROVIDE TOP SLAB 4' DEEP SUMP
P-DMH-406	101+74.97 5.3 LT	12.48	I=8.15' (P-DMH-407)	I=8.05' (E-OF-405)	
P-DMH-407	102+07.21 6.1 LT	11.61	I=8.36' (P-CB-409) I=8.36' (P-CB-408)	I=8.26' (P-DMH-406) I=6.90' (P-DS-101A)	SPECIAL MANHOLE - 5' DIAMETER PROVIDE TOP SLAB SEE DETAIL, SHEET NO. 46
P-DMH-410	102+58.28 0.5 RT	11.90	I=8.32' (P-CB-412) I=8.32' (P-CBCI-411)	I=8.32' (P-DMH-501)	PROVIDE TOP SLAB
P-DMH-501	102+88.98 5.9 LT	12.22	I=8.20' (P-DMH-502) I=8.20' (P-DMH-410)	I=8.10' (P-OF-500)	SPECIAL MANHOLE - 5' DIAMETER SEE DETAIL, SHEET NO. 46



DRAINAGE STRUCTURE TABLE					
NAME/TYPE	STATION	RIM ELEV.	INV. ELEV. IN	INV. ELEV. OUT	REMARKS
P-DMH-502	103+69.33 3.9 LT	14.20	I=9.70' (P-DMH-505) I=9.70' (P-CB-504) I=9.80' (P-CB-503)	I=9.50' (P-DMH-501)	
P-DMH-505	106+12.22 5.6 LT	23.24	I=18.95' (P-CB-507) I=18.95' (P-CB-506)	I=18.75' (P-DMH-502)	
P-DS-101A	102+04.94 22.3 LT	10.88	I=6.70' (P-DMH-407)	I=6.60' (PROP LG-3)	PRECAST CONCRETE STORM DRAIN MANHOLE WITH SUMP SEE DETAIL, SHEET NO. 46
P-OF-500	102+68.95 28.3 LT	9.42	I=7.75' (P-DMH-501)		

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 - EXISTING PIPES AND STRUCTURES TO BE RETAINED WITHIN THE PROJECT LIMITS SHALL BE CLEANED AND PAID FOR UNDER ITEM 227.3
REMOVAL OF DRAINAGE STRUCTURE SEDIMENT OR ITEM 227.31
REMOVAL OF DRAINAGE PIPE SEDIMENT.



WELLFLEET
ROUTE 6 / MAIN STREET

STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MA	-	44	133
PROJECT FILE NO.		607397	

DRAINAGE PIPE TABLES
PART 1 OF 2

PIPE TABLE					
PIPE	PIPE LOCATION	SIZE & TYPE	LENGTH	SLOPE	REMARKS
E-007	E-CB-175 TO E-OF-109 STA 17+50 TO 17+51	12 INCH CONCRETE PIPE	38 FT	0.226	(RET)
E-021	E-CB-213 TO E-OF-216 STA 21+33 TO 21+73	12 INCH CONCRETE PIPE	47 FT	0.111	(RET)
E-038	E-DMH-400 TO E-HW STA 30+78 TO 30+83	12 INCH CONCRETE PIPE	13 FT	0.052	(REM)
E-043A	P-DMH-313 TO P-DMH-308 STA 30+84 TO 30+70	12 INCH CONCRETE PIPE	36 FT	0.025	(RET)
E-043B	E-CB-310 TO P-DMH-313 STA 30+89 TO 30+84	12 INCH CONCRETE PIPE	12 FT	0.017	(ABAN)
E-044	P-DMH-406 TO E-OF-405 STA 101+75 TO 101+26	12 INCH CONCRETE PIPE	59 FT	0.002	(RET)
E-066	E-CB-613 TO E-OF-611 STA 36+09 TO 36+18	12 INCH CONCRETE PIPE	22 FT	0.091	(RET)
E-073	E-CB-702 TO E-OF-703 STA 36+51 TO 36+60	12 INCH CONCRETE PIPE	21 FT	0.062	(RET)
P-001	P-CBCI-100 TO P-DMH-102 STA 13+29 TO 13+83	12 INCH CONCRETE PIPE	55 FT	0.011	
P-002	P-CBCI-101 TO P-DMH-102 STA 13+80 TO 13+83	12 INCH CONCRETE PIPE	7 FT	0.009	
P-003	P-DMH-110 TO P-DMH-105 STA 14+40 TO 16+25	12 INCH CONCRETE PIPE	182 FT	0.019	
P-004	P-CB-103 TO P-DMH-105 STA 16+16 TO 16+25	12 INCH CONCRETE PIPE	20 FT	0.025	
P-005	P-CBCI-104 TO P-DMH-105 STA 16+20 TO 16+25	12 INCH CONCRETE PIPE	9 FT	0.017	
P-006	P-DMH-105 TO P-DMH-107 STA 16+25 TO 17+05	12 INCH CONCRETE PIPE	76 FT	0.016	
P-007	P-CB-106 TO P-DMH-107 STA 16+88 TO 17+05	12 INCH CONCRETE PIPE	35 FT	0.011	CLASS V
P-008	P-CBCI-200 TO P-DMH-202 STA 18+67 TO 18+76	12 INCH CONCRETE PIPE	10 FT	0.007	
P-009	P-CB-201 TO P-DMH-202 STA 18+67 TO 18+76	12 INCH CONCRETE PIPE	20 FT	0.008	
P-010	P-DMH-202 TO P-DMH-203 STA 18+76 TO 19+87	12 INCH CONCRETE PIPE	107 FT	0.016	
P-011	P-DMH-203 TO P-DS-099A STA 19+87 TO 19+90	10 INCH DUCTILE IRON PIPE	28 FT	0.012	
P-011A	P-DS-099A TO PROP LG-1 STA 19+90 TO 20+11	10 INCH DUCTILE IRON PIPE	19 FT	0.022	
P-012	P-DMH-203 TO P-DMH-204 STA 19+87 TO 20+62	12 INCH CONCRETE PIPE	71 FT	0.015	
P-013	P-CBCI-205 TO P-DMH-204 STA 20+62 TO 20+62	12 INCH CONCRETE PIPE	21 FT	0.010	
P-014	P-DMH-204 TO P-DMH-209 STA 20+62 TO 21+23	12 INCH CONCRETE PIPE	57 FT	0.010	
P-015	P-CBCI-207 TO P-DMH-204 STA 20+61 TO 20+62	12 INCH CONCRETE PIPE	8 FT	0.009	
P-016	P-CBCI-206 TO P-DMH-226 STA 21+50 TO 21+53	12 INCH CONCRETE PIPE	8 FT	0.019	
P-017	P-CBCI-226 TO P-DMH-215 STA 21+75 TO 21+71	12 INCH CONCRETE PIPE	8 FT	0.011	
P-018	P-DMH-209 TO P-DMH-214 STA 21+23 TO 21+34	12 INCH CONCRETE PIPE	7 FT	0.016	
P-020	P-CB-212 TO P-DMH-209 STA 21+18 TO 21+23	12 INCH CONCRETE PIPE	9 FT	0.050	
P-022	P-DMH-214 TO E-CB-213 STA 21+34 TO 21+33	12 INCH CONCRETE PIPE	11 FT	0.019	
P-023	P-DMH-215 TO P-DMH-226 STA 21+71 TO 21+53	12 INCH CONCRETE PIPE	14 FT	0.018	

PIPE TABLE					
PIPE	PIPE LOCATION	SIZE & TYPE	LENGTH	SLOPE	REMARKS
P-025	P-DMH-217 TO P-DS-100A STA 23+10 TO 23+04	10 INCH DUCTILE IRON PIPE	7 FT	0.029	
P-025A	P-DS-100A TO PROP LG-2 STA 23+04 TO 22+67	10 INCH DUCTILE IRON PIPE	37 FT	0.014	
P-026	P-DMH-217 TO P-DMH-215 STA 23+10 TO 21+71	12 INCH CONCRETE PIPE	134 FT	0.010	
P-027	P-CB-219 TO P-DMH-217 STA 23+18 TO 23+10	12 INCH CONCRETE PIPE	10 FT	0.012	CLASS V
P-028	P-GI-220 TO P-DS-218 STA 23+16 TO 23+13	12 INCH CONCRETE PIPE	14 FT	0.032	
P-029	P-CB-221 TO P-DMH-223 STA 24+79 TO 24+90	12 INCH CONCRETE PIPE	15 FT	0.010	
P-030	P-DMH-222 TO P-DMH-217 STA 24+87 TO 23+10	12 INCH CONCRETE PIPE	172 FT	0.012	
P-031	P-DMH-223 TO P-DMH-222 STA 24+90 TO 24+87	12 INCH CONCRETE PIPE	27 FT	0.012	
P-032	P-CBCI-225 TO P-DMH-222 STA 25+08 TO 24+87	12 INCH CONCRETE PIPE	20 FT	0.012	CLASS V
P-033	P-CB-224 TO P-DMH-223 STA 25+47 TO 24+90	12 INCH CONCRETE PIPE	53 FT	0.010	
P-034	P-CB-305 TO P-DMH-307 STA 30+33 TO 30+43	12 INCH CONCRETE PIPE	13 FT	0.012	
P-035	P-CBCI-306 TO P-DMH-307 STA 30+34 TO 30+43	12 INCH CONCRETE PIPE	29 FT	0.014	
P-036	P-DMH-307 TO P-DMH-308 STA 30+43 TO 30+70	12 INCH CONCRETE PIPE	23 FT	0.013	
P-037	P-DMH-308 TO P-OF-309A STA 30+70 TO 30+78	15 INCH CONCRETE PIPE	44 FT	0.046	CLASS V
P-039	P-CB-311 TO P-DMH-312 STA 31+21 TO 31+06	12 INCH CONCRETE PIPE	30 FT	0.010	CLASS V
P-040	P-CB-402 TO P-DMH-404 STA 31+25 TO 31+29	12 INCH CONCRETE PIPE	18 FT	0.011	CLASS V
P-041	P-DMH-404 TO P-DMH-308 STA 31+29 TO 30+70	12 INCH CONCRETE PIPE	58 FT	0.006	CLASS V
P-042	P-CBCI-403 TO P-DMH-404 STA 31+78 TO 31+29	12 INCH CONCRETE PIPE	48 FT	0.005	CLASS V
P-043	P-DMH-312 TO P-DMH-313 STA 31+06 TO 30+84	12 INCH CONCRETE PIPE	17 FT	0.010	
P-045	P-DMH-407 TO P-DS-101A STA 102+07 TO 102+05	10 INCH DUCTILE IRON PIPE	12 FT	0.017	
P-045A	P-DS-101A TO PROP LG-3 STA 102+05 TO 101+98	10 INCH DUCTILE IRON PIPE	5 FT	0.020	
P-046	P-DMH-407 TO P-DMH-406 STA 102+07 TO 101+75	12 INCH CONCRETE PIPE	28 FT	0.004	CLASS V
P-047	P-CB-600 TO P-DMH-602 STA 32+13 TO 32+30	12 INCH CONCRETE PIPE	17 FT	0.047	
P-048	P-CB-409 TO P-DMH-407 STA 102+19 TO 102+07	12 INCH CONCRETE PIPE	9 FT	0.004	CLASS V
P-049	P-CB-601 TO P-DMH-602 STA 32+14 TO 32+30	12 INCH CONCRETE PIPE	34 FT	0.012	
P-050	P-DMH-602 TO P-DMH-605 STA 32+30 TO 34+33	12 INCH CONCRETE PIPE	199 FT	0.011	
P-051	P-CB-408 TO P-DMH-407 STA 102+19 TO 102+07	12 INCH CONCRETE PIPE	17 FT	0.004	CLASS V
P-052	P-CB-412 TO P-DMH-410 STA 102+44 TO 102+58	12 INCH CONCRETE PIPE	15 FT	0.005	CLASS V
P-053	P-DMH-410 TO P-DMH-501 STA 102+58 TO 102+89	12 INCH CONCRETE PIPE	27 FT	0.004	CLASS V
P-054	P-CBCI-411 TO P-DMH-410 STA 102+42 TO 102+58	12 INCH CONCRETE PIPE	16 FT	0.004	CLASS V

WELLFLEET
ROUTE 6 / MAIN STREET

STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MA	-	45	133
PROJECT FILE NO.		607397	

DRAINAGE PIPE TABLES
PART 2 OF 2

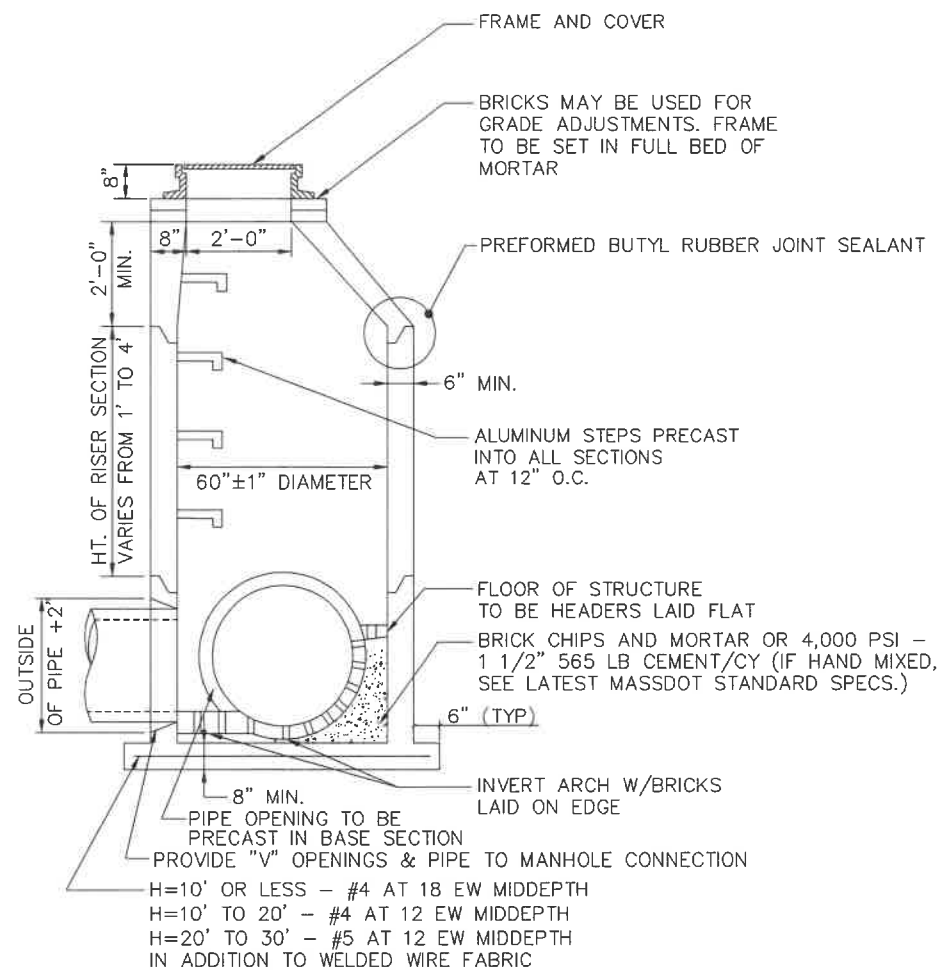
PIPE TABLE					
PIPE	PIPE LOCATION	SIZE & TYPE	LENGTH	SLOPE	REMARKS
P-055	P-DMH-501 TO P-OF-500 STA 102+89 TO 102+69	12 INCH CONCRETE PIPE	28 FT	0.012	
P-056	P-DMH-502 TO P-DMH-501 STA 103+69 TO 102+89	12 INCH CONCRETE PIPE	76 FT	0.017	
P-057	P-CB-503 TO P-DMH-502 STA 103+73 TO 103+69	12 INCH CONCRETE PIPE	5 FT	0.020	
P-058	P-CB-603 TO P-DMH-605 STA 34+25 TO 34+33	12 INCH CONCRETE PIPE	28 FT	0.009	CLASS V
P-059	P-CBCI-604 TO P-DMH-605 STA 34+27 TO 34+33	12 INCH CONCRETE PIPE	9 FT	0.033	
P-060	P-DMH-605 TO P-DMH-606 STA 34+33 TO 34+61	12 INCH CONCRETE PIPE	25 FT	0.022	CLASS V
P-061	P-CB-504 TO P-DMH-502 STA 103+73 TO 103+69	12 INCH CONCRETE PIPE	12 FT	0.017	
P-062	P-DMH-606 TO P-DMH-607 STA 34+61 TO 35+89	12 INCH CONCRETE PIPE	124 FT	0.008	CLASS V
P-063	P-DMH-606 TO P-DS-102A STA 34+61 TO 34+59	10 INCH DUCTILE IRON PIPE	32 FT	0.011	
P-063A	P-DS-102A TO PROP LG-4 STA 34+59 TO 34+67	10 INCH DUCTILE IRON PIPE	7 FT	0.020	
P-067	P-CBCI-609 TO P-DMH-607 STA 35+86 TO 35+89	12 INCH CONCRETE PIPE	9 FT	0.023	
P-069	P-DMH-505 TO P-DMH-502 STA 106+12 TO 103+69	12 INCH CONCRETE PIPE	239 FT	0.038	
P-070	P-CB-506 TO P-DMH-505 STA 106+24 TO 106+12	12 INCH CONCRETE PIPE	9 FT	0.017	
P-071	P-CB-700 TO P-DMH-709 STA 36+30 TO 36+46	12 INCH CONCRETE PIPE	11 FT	0.018	CLASS V
P-072	P-CB-701 TO E-CB-702 STA 36+24 TO 36+51	12 INCH CONCRETE PIPE	24 FT	0.007	CLASS V
P-074	P-CB-507 TO P-DMH-505 STA 106+24 TO 106+12	12 INCH CONCRETE PIPE	17 FT	0.015	
P-075	P-DMH-709 TO E-CB-702 STA 36+46 TO 36+51	12 INCH CONCRETE PIPE	27 FT	0.017	
P-077	P-DMH-705 TO E-CB-702 STA 37+38 TO 36+51	12 INCH CONCRETE PIPE	82 FT	0.017	
P-079	P-DMH-706 TO P-DMH-705 STA 38+86 TO 37+38	12 INCH CONCRETE PIPE	143 FT	0.011	
P-080	P-CB-707 TO P-DMH-706 STA 39+06 TO 38+86	12 INCH CONCRETE PIPE	17 FT	0.015	CLASS V
P-081	P-CBCI-708 TO P-DMH-706 STA 39+07 TO 38+86	12 INCH CONCRETE PIPE	30 FT	0.018	
P-082	P-CB-608 TO E-CB-613 STA 36+03 TO 36+09	12 INCH CONCRETE PIPE	3 FT	0.010	
P-086	P-DMH-304 TO P-DMH-307 STA 29+51 TO 30+43	12 INCH CONCRETE PIPE	87 FT	0.013	
P-087	P-CB-303 TO P-DMH-304 STA 29+45 TO 29+51	12 INCH CONCRETE PIPE	10 FT	0.015	
P-088	P-CBCI-302 TO P-DMH-304 STA 29+45 TO 29+51	12 INCH CONCRETE PIPE	29 FT	0.013	
P-090	P-CB-300 TO P-DMH-301 STA 27+83 TO 27+97	12 INCH CONCRETE PIPE	24 FT	0.013	
P-091	P-DS-218 TO P-DMH-217 STA 23+13 TO 23+10	12 INCH CONCRETE PIPE	11 FT	0.045	
P-092	P-DMH-226 TO P-DMH-214 STA 21+53 TO 21+34	12 INCH CONCRETE PIPE	16 FT	0.009	
P-094	P-CBCI-210 TO P-DMH-209 STA 21+19 TO 21+23	12 INCH CONCRETE PIPE	22 FT	0.005	CLASS V
P-095A	P-CBCI-710 TO P-DMH-709 STA 36+58 TO 36+46	12 INCH CONCRETE PIPE	9 FT	0.017	CLASS V

PIPE TABLE					
PIPE	PIPE LOCATION	SIZE & TYPE	LENGTH	SLOPE	REMARKS
P-096	P-DMH-107 TO P-DMH-108 STA 17+05 TO 17+51	12 INCH CONCRETE PIPE	41 FT	0.015	
P-097	P-DMH-607 TO E-CB-613 STA 35+89 TO 36+09	12 INCH CONCRETE PIPE	25 FT	0.034	
P-098	P-DMH-709 TO P-DS-709A STA 36+46 TO 36+46	10 INCH DUCTILE IRON PIPE	7 FT	0.010	
P-098A	P-GI-227 TO P-DS-228 STA 21+81 TO 21+76	12 INCH CONCRETE PIPE	12 FT	0.006	CLASS V
P-098B	P-DS-228 TO P-DMH-215 STA 21+76 TO 21+71	12 INCH CONCRETE PIPE	11 FT	0.008	
P-099	P-DMH-108 TO E-CB-175 STA 17+51 TO 17+50	12 INCH CONCRETE PIPE	25 FT	0.016	
P-100	P-DMH-301 TO P-DMH-304 STA 27+97 TO 29+51	12 INCH CONCRETE PIPE	150 FT	0.012	
P-101	P-DS-709A TO PROP LG-5 STA 36+46 TO 36+42	10 INCH DUCTILE IRON PIPE	9 FT	0.014	
P-105	P-CB-800 TO P-DS-802 STA 21+66 TO 21+91	10 INCH DUCTILE IRON PIPE	22 FT	0.006	
P-106	P-CB-801 TO P-DS-802 STA 22+06 TO 21+91	10 INCH DUCTILE IRON PIPE	10 FT	0.006	
P-108	P-CB-803 TO P-DS-804 STA 22+70 TO 22+85	10 INCH DUCTILE IRON PIPE	12 FT	0.006	
P-111	P-CB-714 TO P-DMH-705 STA 37+41 TO 37+38	12 INCH CONCRETE PIPE	4 FT	0.075	
P-112	P-DMH-102 TO P-DMH-110 STA 13+83 TO 14+40	12 INCH CONCRETE PIPE	52 FT	0.015	
P-113	P-CBCI-109 TO P-DMH-110 STA 14+37 TO 14+40	12 INCH CONCRETE PIPE	6 FT	0.017	
P-114	EXIST CI PIPE TO P-OF-309 STA 31+07 TO 30+91	36 INCH DUCTILE IRON PIPE	16 FT	0.002	
P-117A	P-DS-806 TO PROP LG-7 STA 23+54 TO 23+44	10 INCH DUCTILE IRON PIPE	8 FT	0.006	
P-118A	P-DS-802 TO PROP LG-6 STA 21+91 TO 21+91	10 INCH DUCTILE IRON PIPE	6 FT	0.005	
P-119A	P-DS-804 TO PROP LG-7 STA 22+85 TO 23+25	10 INCH DUCTILE IRON PIPE	39 FT	0.007	
P-120A	P-CB-805 TO P-DS-806 STA 23+86 TO 23+84	10 INCH DUCTILE IRON PIPE	28 FT	0.015	

WELLFLEET
ROUTE 6 / MAIN STREET

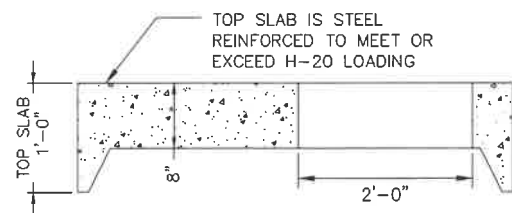
STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MA	-	46	133
PROJECT FILE NO.		607397	

DRAINAGE DETAILS
PART 1 OF 5

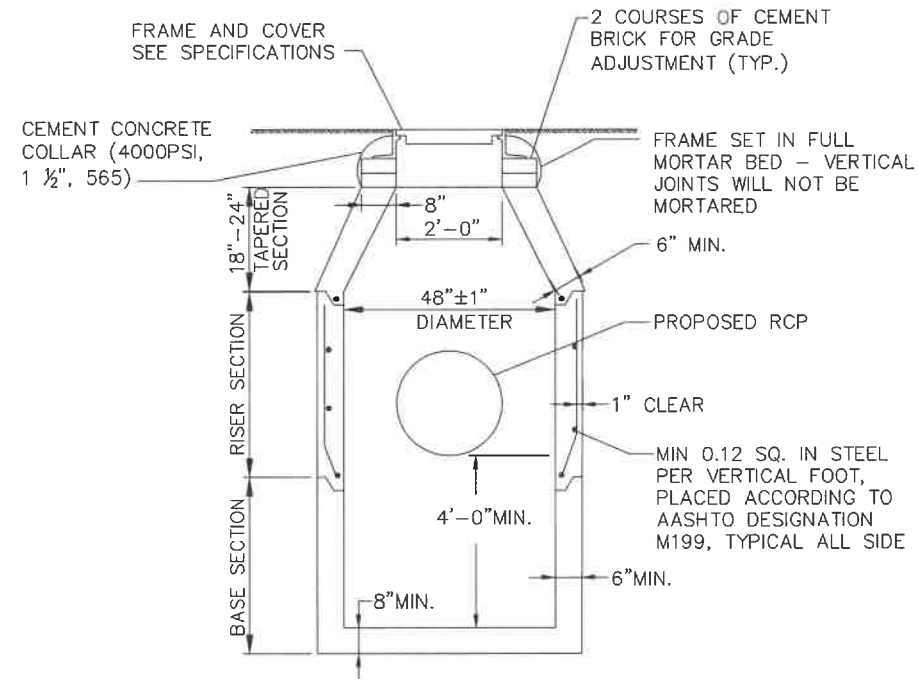


NOTES:
1. 0.12 SQ. IN/LIN. FT. REINFORCEMENT IN ALL SECTIONS.

SPECIAL MANHOLE - 5' DIAMETER
NOT TO SCALE

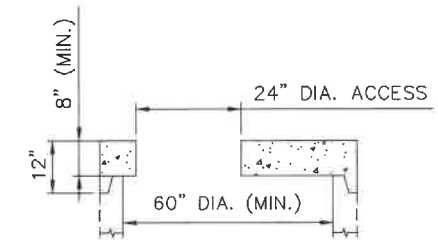


OFFSET TOP SLAB CATCH BASIN OPENING
NOT TO SCALE

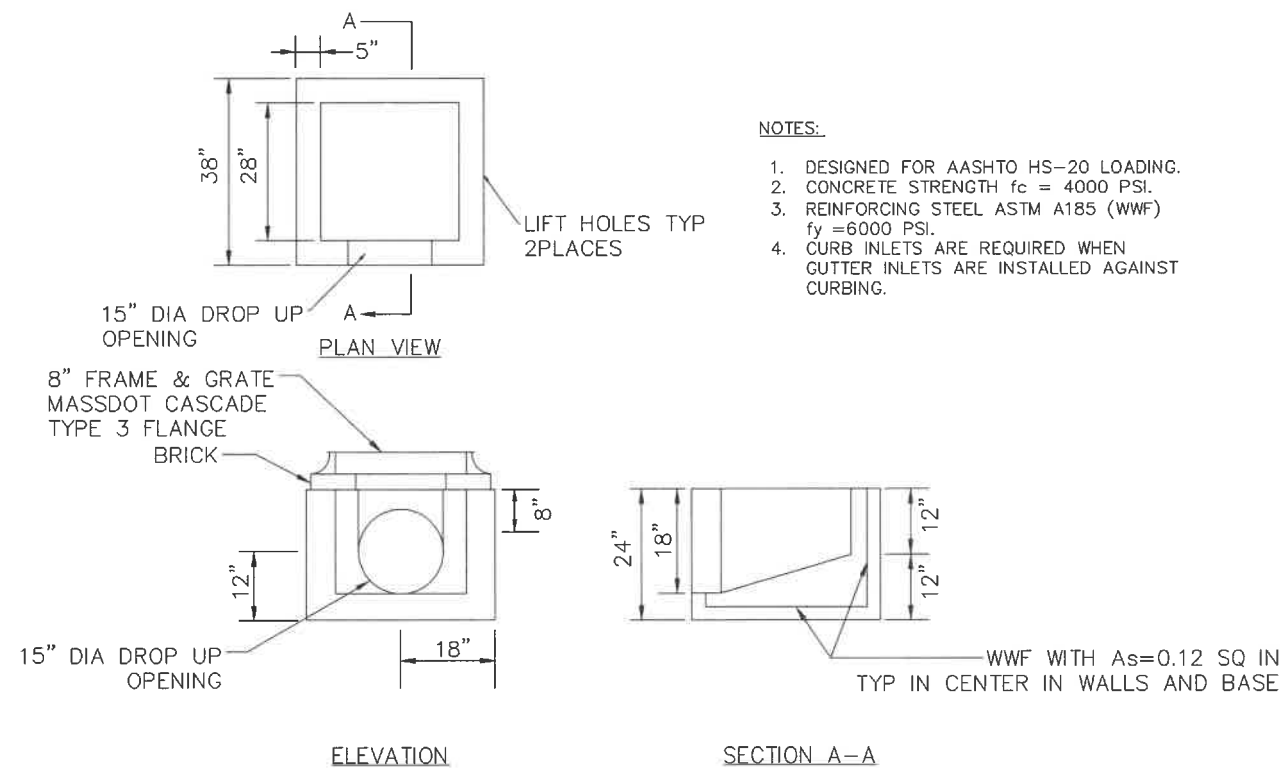


NOTE:
ALL SECTIONS SHALL BE DESIGNED FOR HS-20 LOADING

SPECIAL MANHOLE - DEEP SUMP
NOT TO SCALE



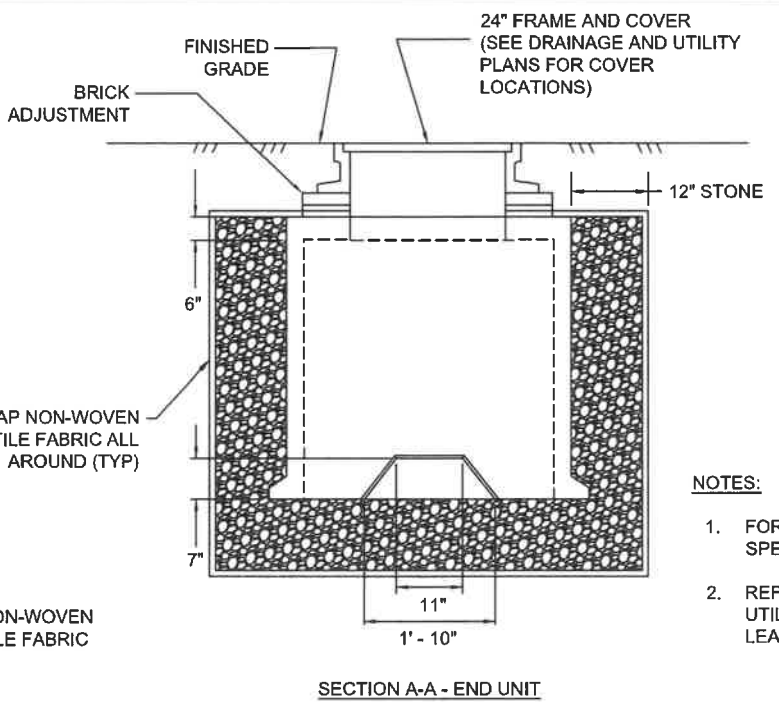
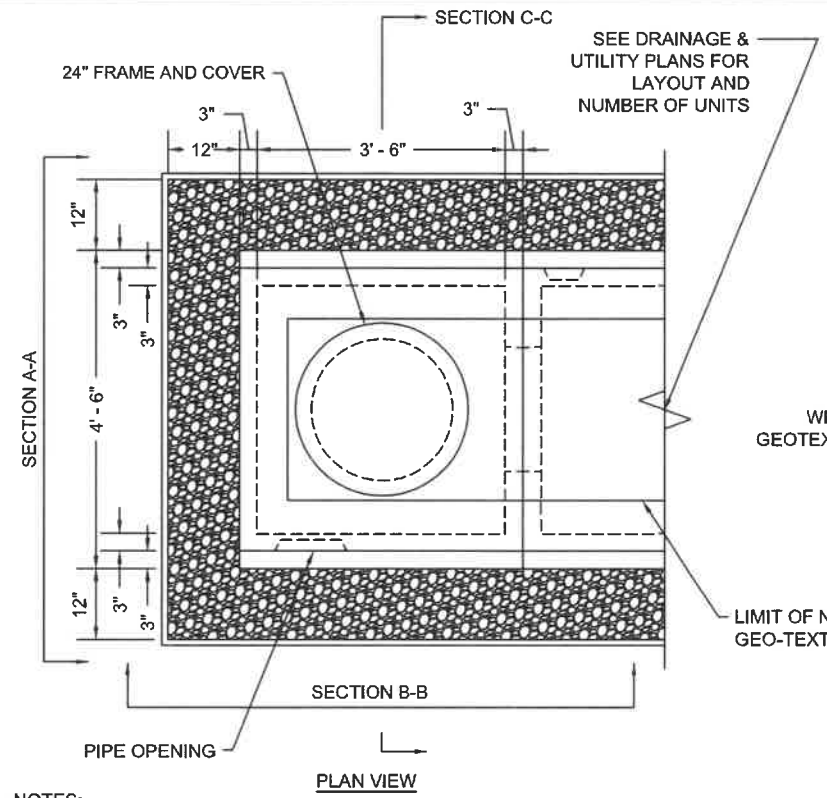
OPTIONAL OFFSET TOP SLAB MANHOLE OPENING
NOT TO SCALE



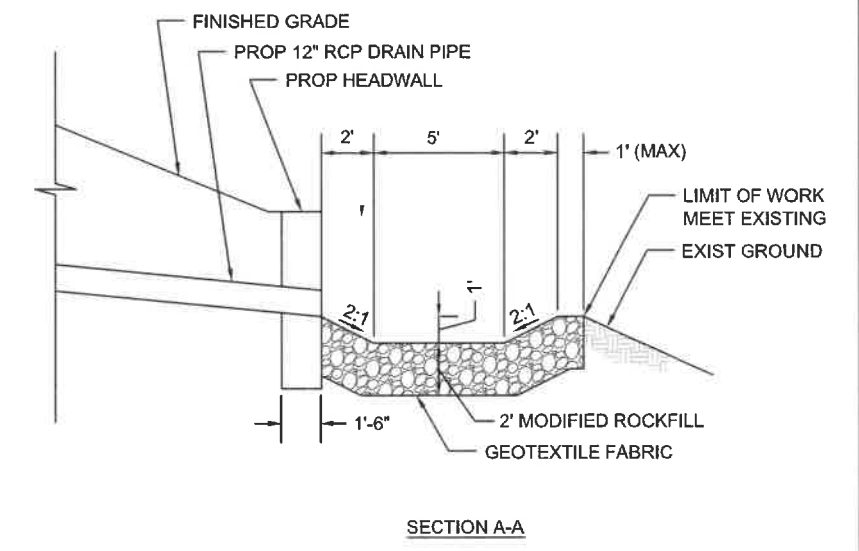
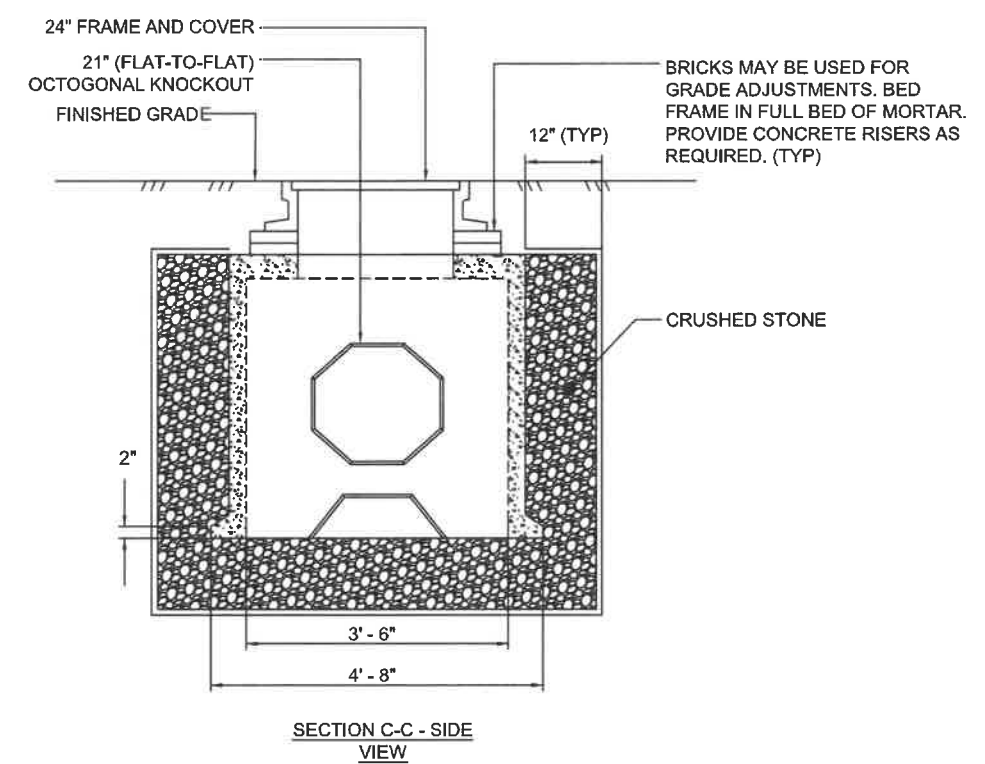
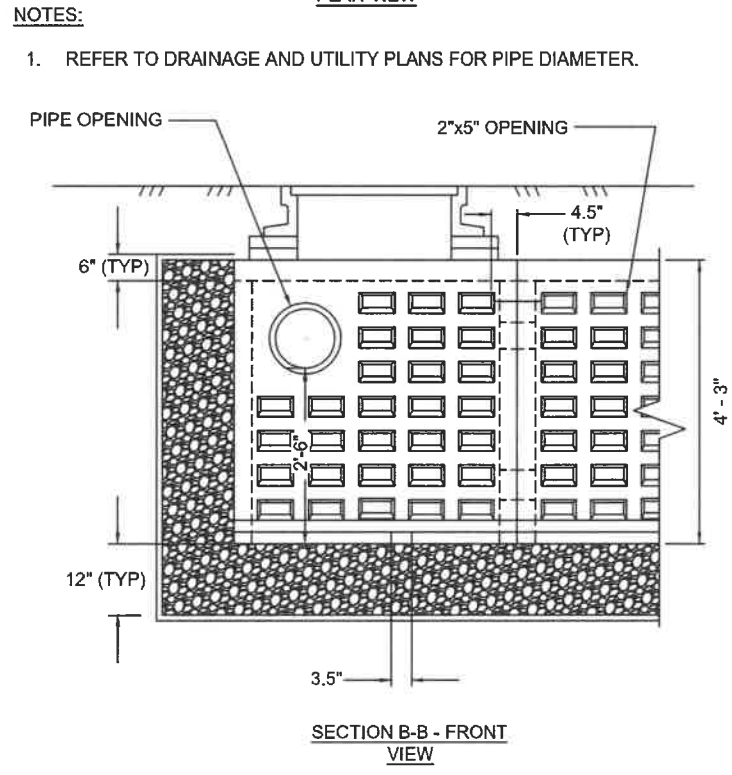
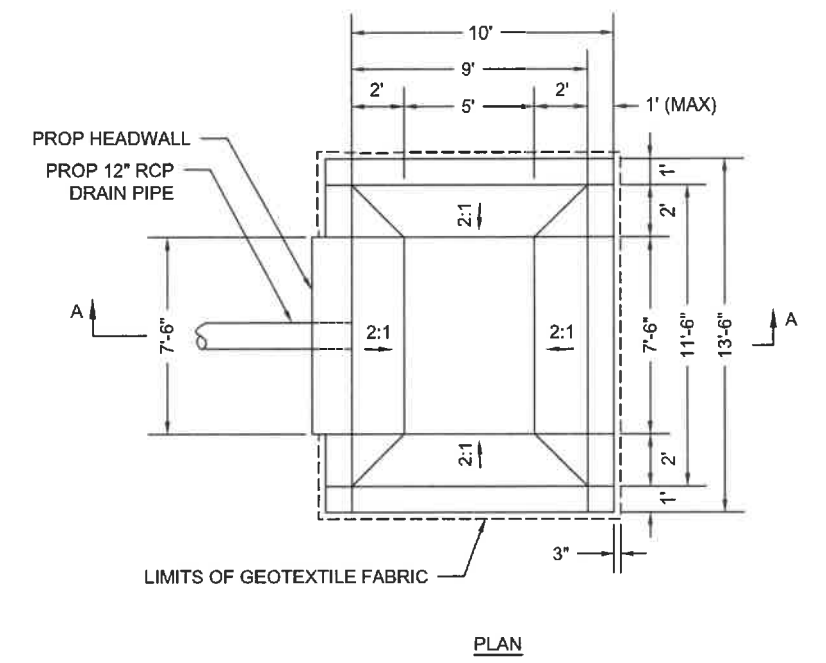
NOTES:

- DESIGNED FOR AASHTO HS-20 LOADING.
- CONCRETE STRENGTH $f_c = 4000$ PSI.
- REINFORCING STEEL ASTM A185 (WWF) $f_y = 6000$ PSI.
- CURB INLETS ARE REQUIRED WHEN GUTTER INLETS ARE INSTALLED AGAINST CURBING.

GUTTER INLET - SPECIAL
NOT TO SCALE



- NOTES:**
- FOR REFERENCE SEE SPECIFICATION 205.1
 - REFER TO DRAINAGE AND UTILITY PLANS FOR LAYOUT OF LEACHING GALLEY SYSTEM



NOTE:
THE PROP HEADWALL SHALL BE INSTALLED IN ACCORDANCE WITH MASSDOT STANDARD E 206.4.0.

PROP PLUNGE POOL
MAIN STREET STA 102+67.27, 26.54 LT TO STA 102+71.00, 29.83 LT

LEACHING GALLEY SYSTEM TABLE								
LG #	RIM ELEVATION (VARIES)	START STATION	OFFSET	END STATION	OFFSET	LENGTH (FT)	WIDTH (FT)	INVERT IN
1	14.65'	20+10.40	32.68 RT	20+50.40	32.83 RT	40	10	9.94'
2	15.00'	22+51.08	25.93 RT	22+67.21	26.00 RT	16	10	10.20'
3	10.33'	101+87.73	27.24 LT	101+98.77	26.13 LT	12	4.5	6.50'
4	10.38'	34+66.67	37.99 RT	34+82.47	37.95 RT	16	10	5.86'
5	10.14'	36+39.59	36.49 RT	36+44.04	36.49 RT	16	4.5	5.25'
6	14.68'	21+89.26	47.80 LT	21+99.11	47.83 LT	10	8	9.94'
7	16.60'	23+24.91	37.67 LT	23+44.67	37.92 LT	20	10	11.42'

LEACHING GALLEY
NOT TO SCALE

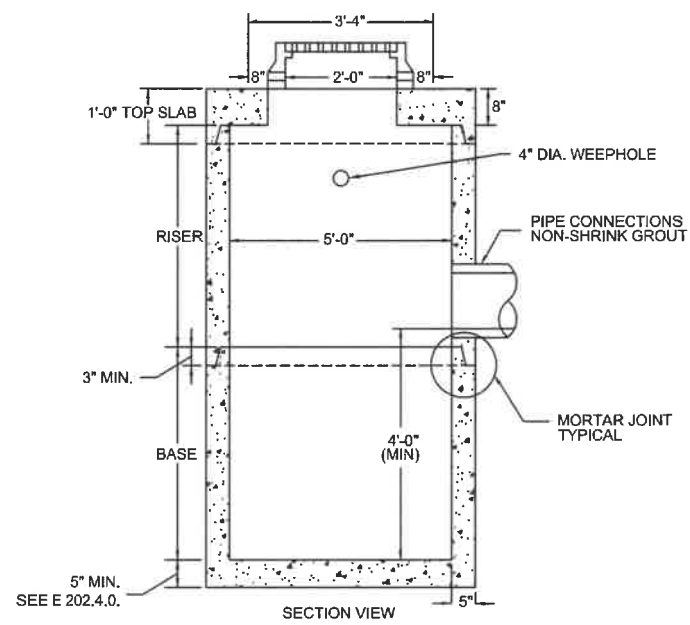
* DIMENSION AND STATIONS REFER TO EDGE OF LEACHING GALLEY STRUCTURE.

PLUNGE POOL DETAIL
NOT TO SCALE

WELLFLEET
ROUTE 6 / MAIN STREET

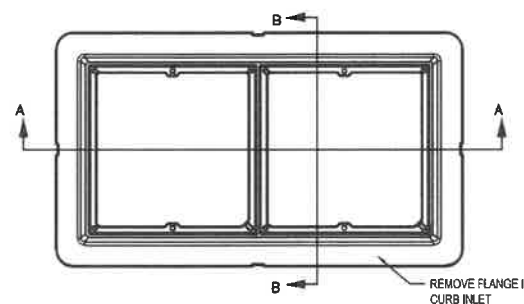
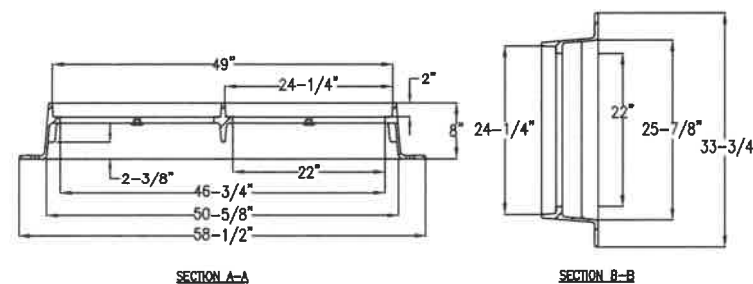
STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MA	-	48	133
PROJECT FILE NO.		607397	

DRAINAGE DETAILS
PART 3 OF 5



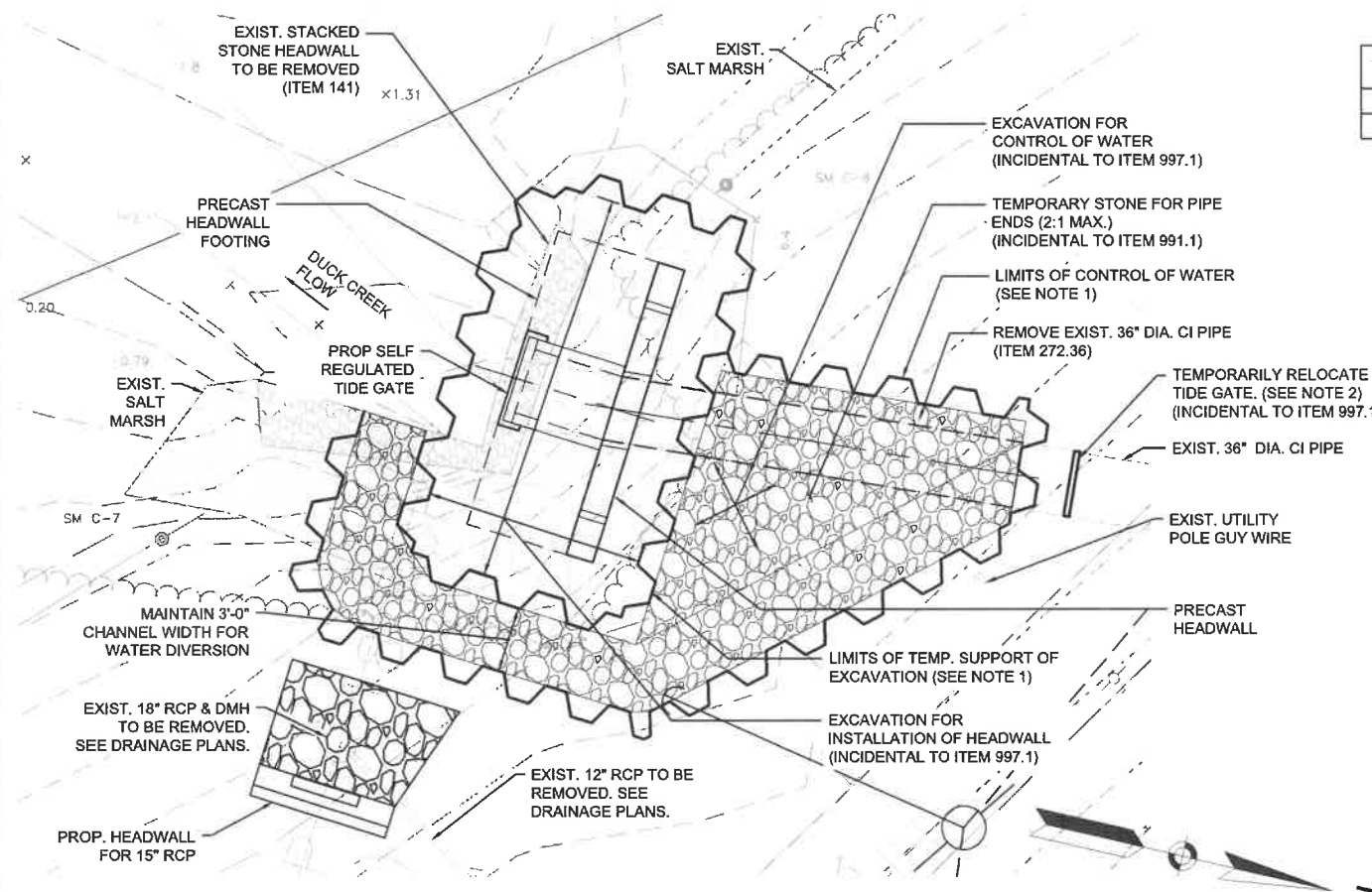
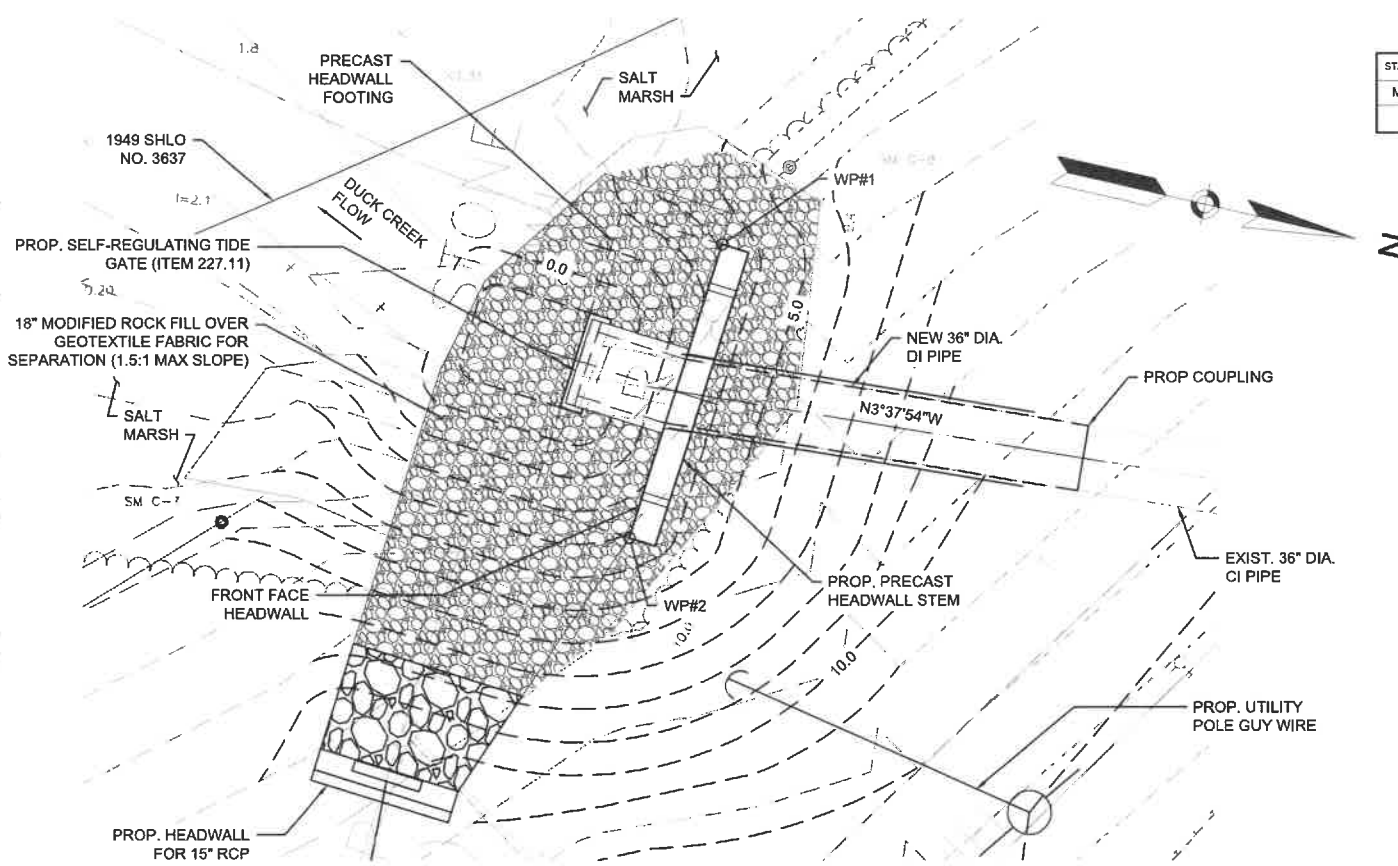
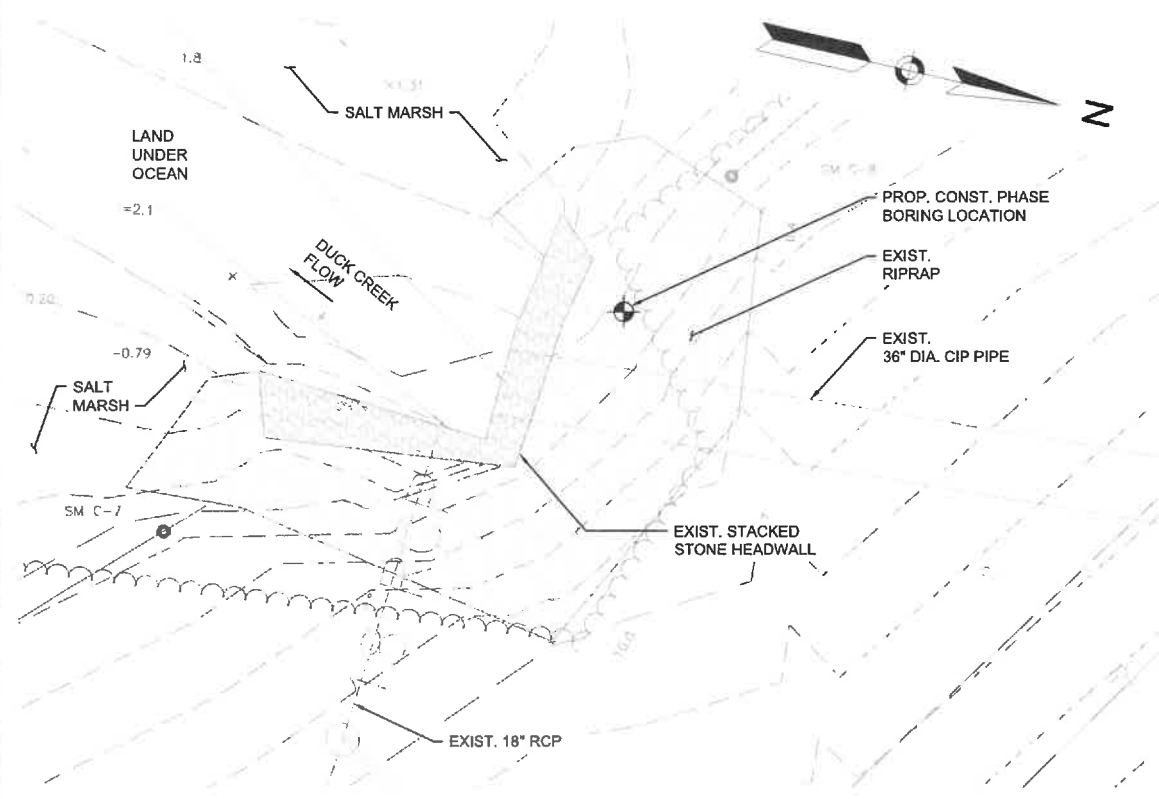
- NOTE :
1. CONCRETE: 4,000PSI MINIMUM AFTER 28 DAYS.
 2. REINFORCED STEEL CONFORMS TO LATEST ASTM A185 SPEC. 0.12 SQ. IN/LINEAL FT. AND 0.12 SQ. IN. (BOTH WAYS) BASE BOTTOM.
 3. H-20 DESIGN LOADING PER AASHTO HS-20-44; ASTM C478 SPEC FOR "PRECAST REINFORCED CONCRETE MANHOLE SECTIONS."
 4. BASED ON ACTUAL FIELD CONDITIONS; THE CONTRACTOR SHALL DETERMINE WHICH TYPE OF TOP SECTION SHOULD BE USED.

SPECIAL CATCH BASIN - 5 FT DIAMETER
NOT TO SCALE



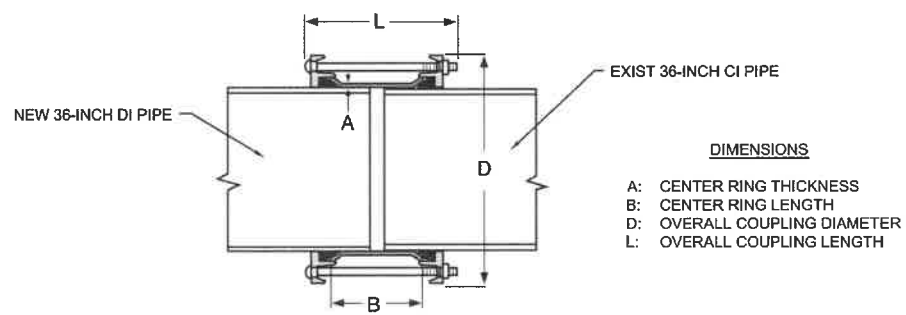
- NOTE:
1. DOUBLE FRAME AND GRATE SHALL BE DESIGNED FOR HS-20 LOADING

DOUBLE GRATE
NOT TO SCALE



WORKING POINT (WP)	STATION (MAIN ST.)	OFFSET, LEFT (FT)	NORTHING	EASTING
#1	100+70.46	64.89	2805521.30	1058388.78
#2	100+58.84	63.43	2805520.23	1058402.74

- NOTES:**
1. THE LIMITS OF TEMPORARY EXCAVATION AND CONTROL OF WATER ARE SHOWN FOR BIDDING PURPOSES ONLY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SEQUENCE USED AND THE DESIGN OF ALL TEMPORARY WORKS AS REQUIRED BY THE CONTRACTOR'S MEANS AND METHODS. CONTROL OF WATER & TEMPORARY SUPPORT EXCAVATION SHALL BE PAID FOR UNDER ITEM 991.1.
 2. THE EXISTING TIDE GATE SHALL BE REMOVED AND TEMPORARILY RELOCATED TO THE LIMIT OF EXISTING PIPE TO REMAIN FOR THE DURATION OF THE CONTROL OF WATER WORK. PRIOR TO INSTALLING THE NEW SECTION OF PIPE, THE EXISTING TIDE GATE SHALL BE REMOVED AND DISCARDED.



COUPLING FOR JOINING EXIST DI PIPE TO NEW CI PIPE					
NOM. PIPE SIZE (INCHES)	OUTSIDE DIAMETER O.D.	CENTER RING (A) x (B)	BOLT NO: SIZE	OVERALL LENGTH (L)	OVERALL DIMENSION (D)
36"	CONTRACTOR SHALL VERIFY THE DIMENSIONS OF THE EXISTING PIPE OUTSIDE DIAMETER PRIOR TO ORDERING THE COUPLING	1/4" x 10"	18: 5/8" x 15"	15 1/2"	42.70"

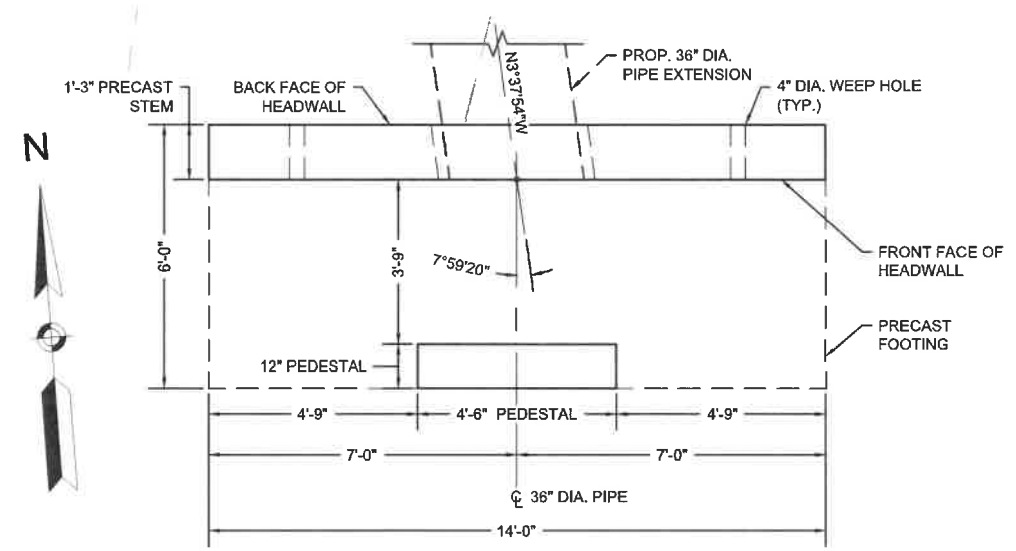
COUPLING DETAIL
NOT TO SCALE

WELLFLEET ROUTE 6 / MAIN STREET			
STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MA	-	50	133
PROJECT FILE NO. 607397			

**DRAINAGE DETAILS
PART 5 OF 5**

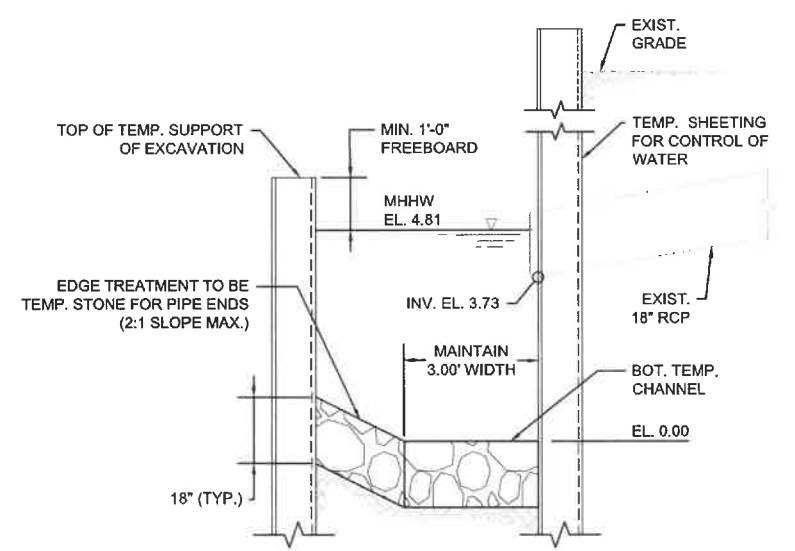
NOTES:

1. INVERTS AND PRECAST OPENINGS SHALL BE VERIFIED IN THE FIELD PRIOR TO ORDERING MATERIALS. ANY DISCREPANCIES SHALL BE IMMEDIATELY REPORTED TO THE ENGINEER FOR RESOLUTION. THE DESIGN INTENT IS TO MAINTAIN THE EXISTING INVERT ELEVATIONS.
2. ALL WORK AND MATERIALS ASSOCIATED WITH THE FABRICATION AND INSTALLATION OF THE PRECAST HEADWALL SHALL BE PAID UNDER ITEM 997.1 HEADWALL STRUCTURE NO. 1.
3. THE PRECAST HEADWALL SHALL CONFORM TO M4.02.14. ALL CONCRETE SHALL BE 4000 PSI, 3/4 IN. 585 HP CEMENT CONCRETE.
4. ALL REINFORCEMENT SHALL BE ASTM A615 GRADE 60, EPOXY COATED PER ASTM A775.
5. REINFORCING BARS SHALL HAVE 3" CLEAR COVER.
6. ALL EXPOSED CONCRETE EDGES SHALL HAVE A 3/4 INCH CHAMFER.
7. 4" DIAMETER WEEP HOLES 10'-0" O.C. PROVIDE 1 CUBIC YARD OF CRUSHED STONE AT EACH END OF WEEP HOLE.
8. PRE-BED PRECAST ELEMENT WITH NON-SHRINK GROUT WITH THICKNESS MORE THAN SHIM STACK.
9. LEVELING BOLTS SHOWN. CONTRACTOR MAY USE OTHER MEANS OF SETTING GRADE.
10. SPACE PORTS FOR CONTROLLED DENSITY FILL (NON-EXCAVATABLE) AT APPROXIMATELY 4'-0" ON CENTER.



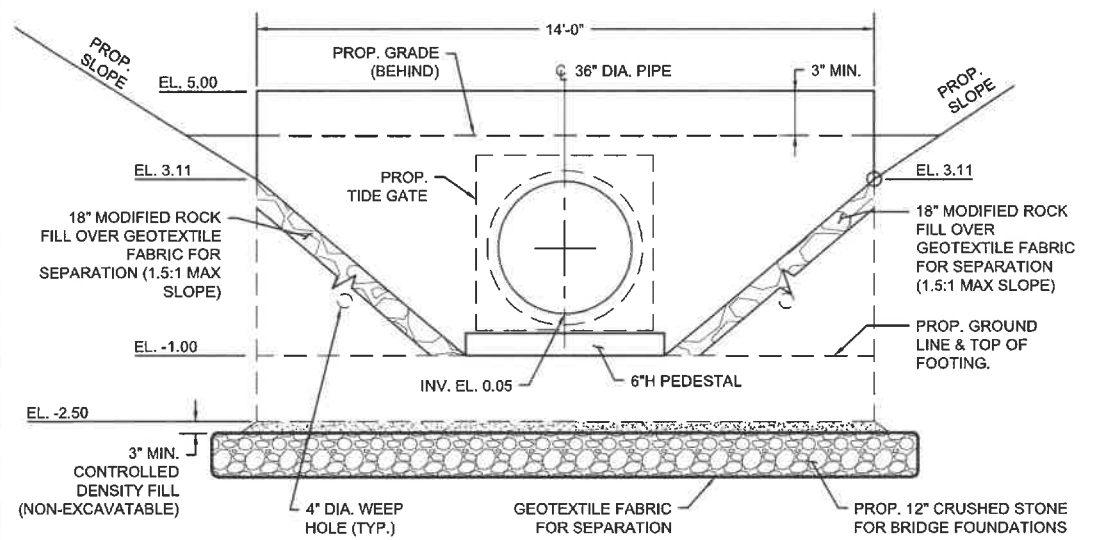
HEADWALL STRUCTURE NO. 1 PLAN

SCALE: 1/2" = 1'-0"



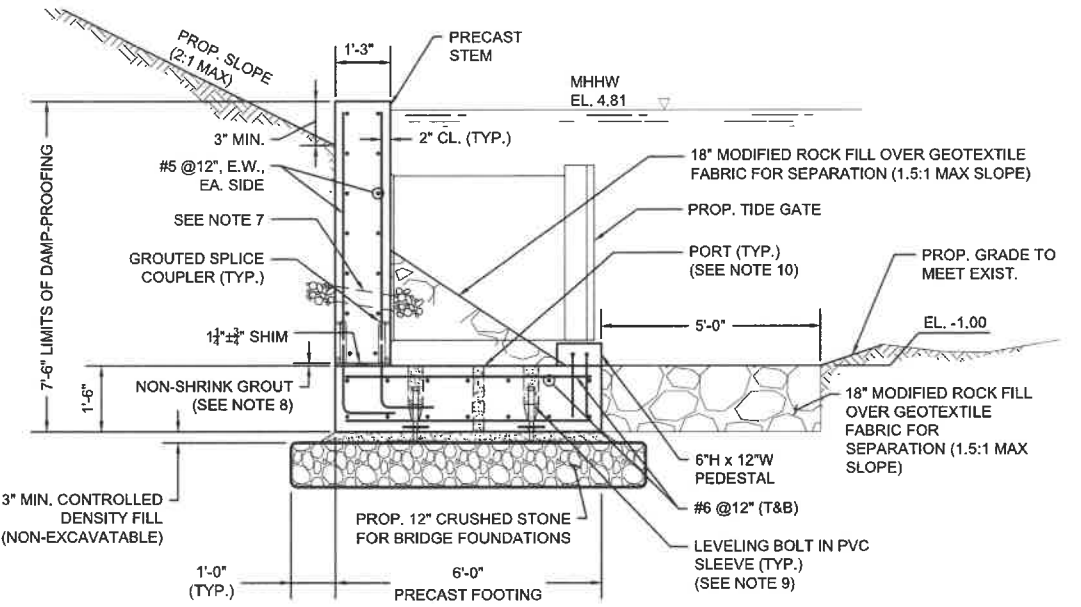
SECTION AT WATER DIVERSION CHANNEL

SCALE: 1/2" = 1'-0"



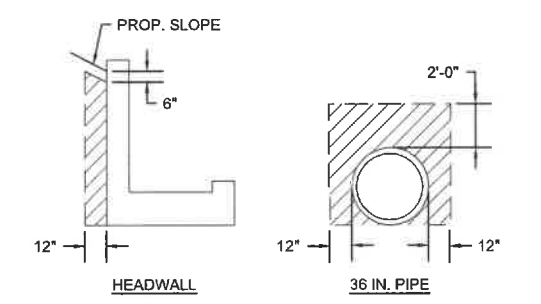
HEADWALL STRUCTURE NO. 1 ELEVATION

SCALE: 1/2" = 1'-0"



TYPICAL HEADWALL SECTION

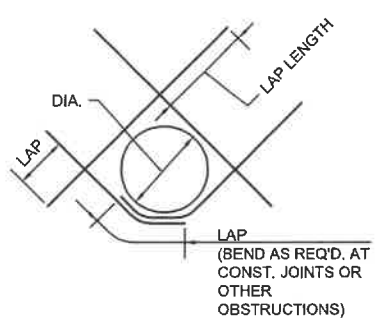
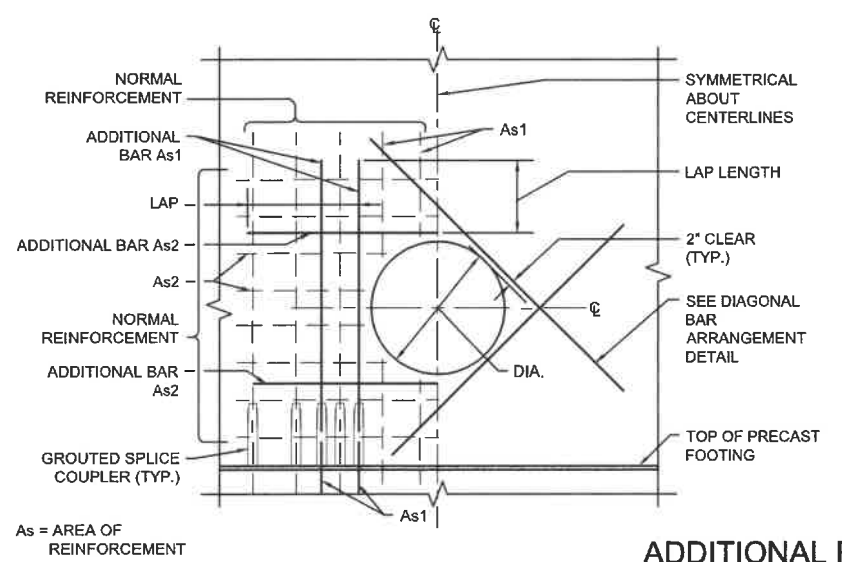
SCALE: 1/2" = 1'-0"



LIMITS OF GRAVEL BORROW FOR BACKFILLING STRUCTURES & PIPES

NOT TO SCALE

NOTE: HATCHED AREA INDICATES LIMITS OF GRAVEL BORROW FOR BACKFILLING STRUCTURES & PIPES.



DIAGONAL BAR ARRANGEMENT DETAIL

ADDITIONAL REINFORCEMENT AT CIRCULAR PIPE OPENINGS

NOT TO SCALE

NOTES:

1. CUT NORMAL REINFORCEMENT 2" CLEAR OF OPENING.
2. CUT NORMAL REINFORCEMENT AT OPENINGS:
 - A. As1 AND As2 = 1/2 AREA OF TOTAL CUT BARS TO BE ADDED ON EACH SIDE OF OPENING.
3. DIAGONAL AND ADDITIONAL BARS As1 AND As2 TO BE PLACED AT EACH FACE OF WALL.
4. UNLESS OTHERWISE NOTED, SIZE OF DIAGONAL BARS SHALL BE THE SIZE OF THE LARGEST NORMAL REINFORCEMENT BAR CUT.
5. INCREASE SIZE OF ADDITIONAL BARS AS NEEDED TO FIT WITHIN A DISTANCE 2X WALL THICKNESS FROM OPENING, PROVIDE 2" MIN. CLEAR BETWEEN BARS.
6. WHERE A SLAB OR INTERSECTING WALL CONNECTS WITHIN ONE WALL THICKNESS OF OPENING, ADDITIONAL BARS ON THAT SIDE OF THE OPENING MAY BE OMITTED.
7. WHEN THE LAP LENGTH OF THE ADDITIONAL BARS CANNOT BE ACHIEVED DUE TO AN ADJACENT WALL OR SLAB, ADDITIONAL CORNER BARS OR SLAB DOWELS, RESPECTIVELY, MATCHING THE CUT BARS, ARE TO BE INCLUDED IN THE ADJACENT WALL OR SLAB TO LAP WITH THE ADDITIONAL BARS.

WELLFLEET
ROUTE 6 / MAIN STREET

STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MA	-	23	133
PROJECT FILE NO.		607397	

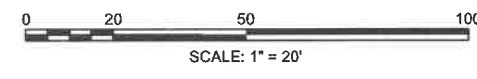
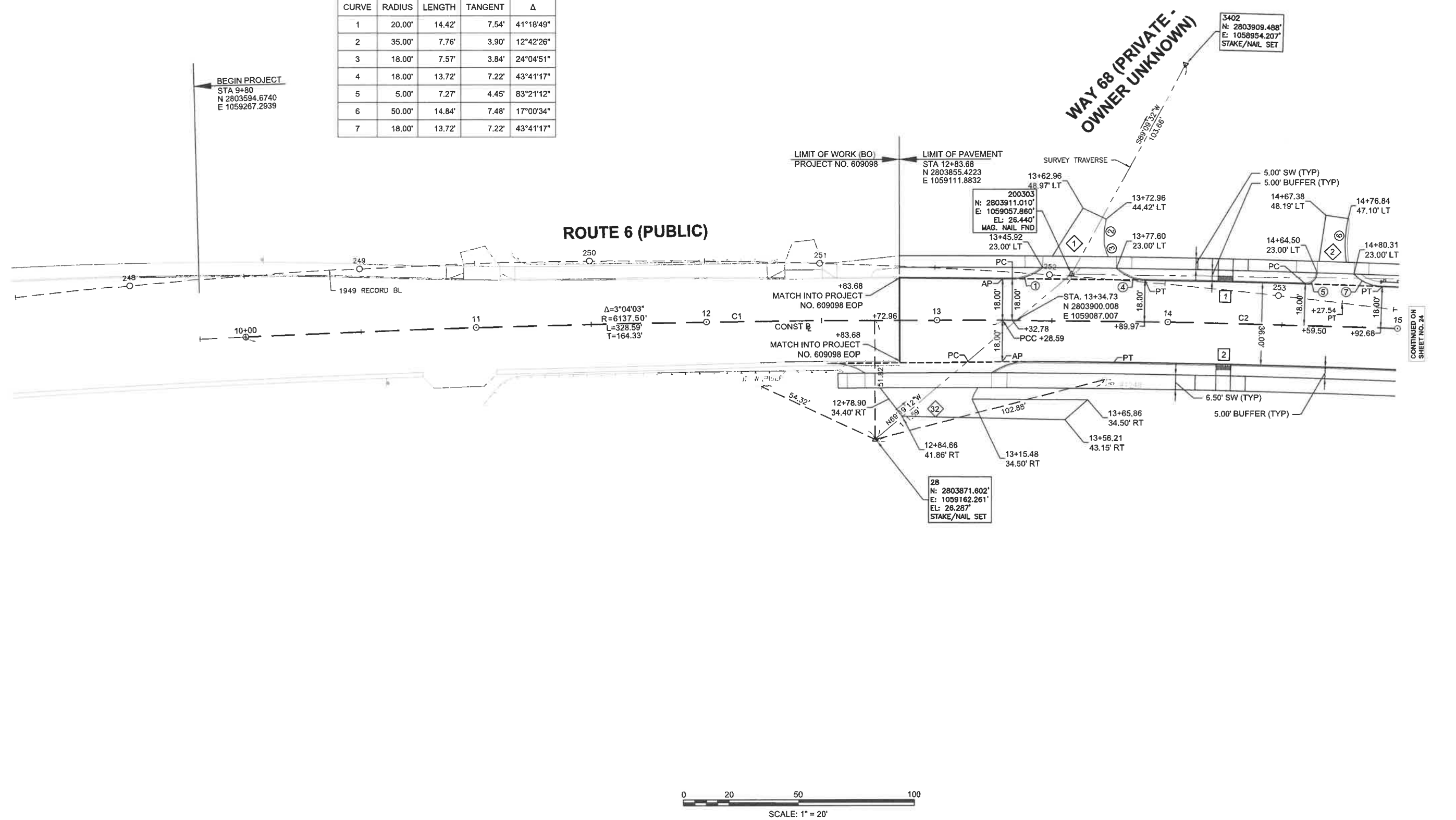
CURB TIE PLAN
PART 1 OF 7

ROUTE 6 CONSTRUCTION BASELINE DATA								
NUMBER	STARTING STATION	NORTHING	EASTING	CURVE DATA	LINE DATA	ENDING STATION	NORTHING	EASTING
C1	10+00.00	2803611.577	1059256.792	R=6137.50' Δ=3°04'03" L=328.59' T=164.33'		13+28.59	2803894.633	1059089.980
C2	13+28.59	2803894.633	1059089.980	R=4800.00' Δ=4°52'43" L=408.70' T=204.47'		17+37.29	2804260.161	1058907.426

CURVE TABLE				
CURVE	RADIUS	LENGTH	TANGENT	Δ
1	20.00'	14.42'	7.54'	41°18'49"
2	35.00'	7.76'	3.90'	12°42'26"
3	18.00'	7.57'	3.84'	24°04'51"
4	18.00'	13.72'	7.22'	43°41'17"
5	5.00'	7.27'	4.45'	83°21'12"
6	50.00'	14.84'	7.48'	17°00'34"
7	18.00'	13.72'	7.22'	43°41'17"



BEGIN PROJECT
STA 9+80
N 2803594.6740
E 1059267.2939



CONTINUED ON
SHEET NO. 24

WELLFLEET
ROUTE 6 / MAIN STREET

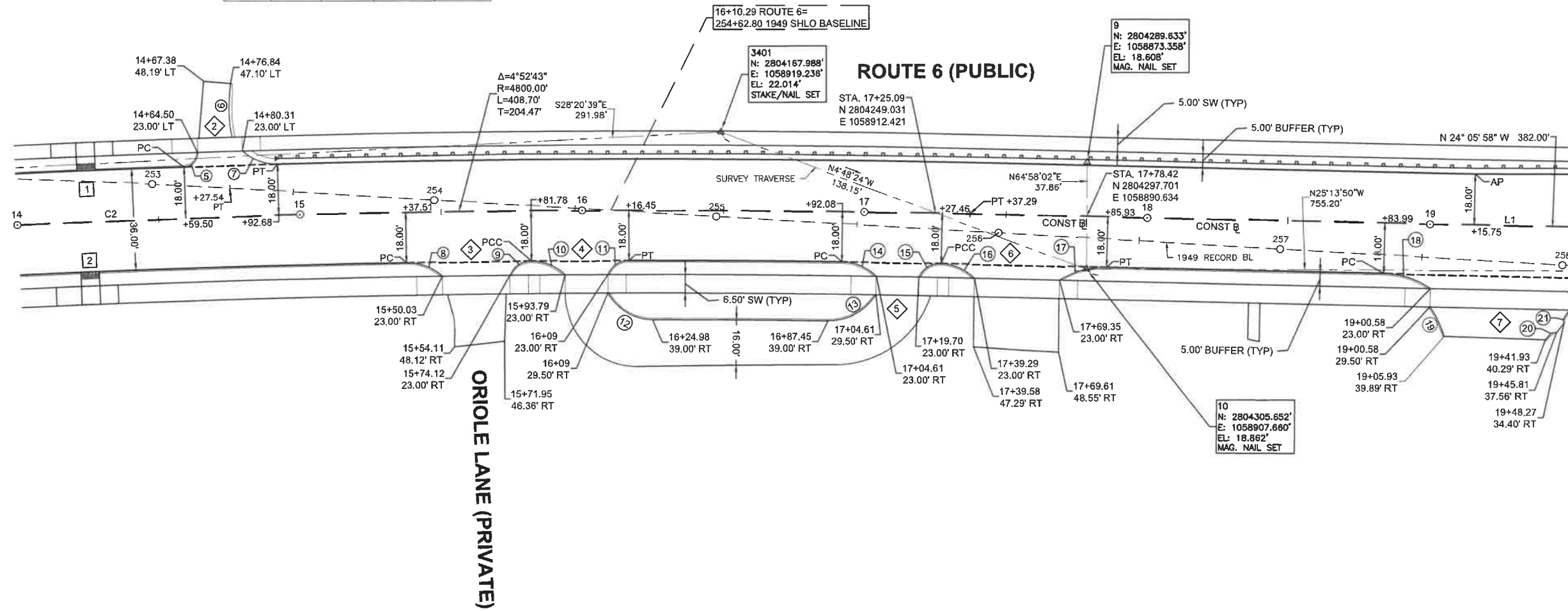
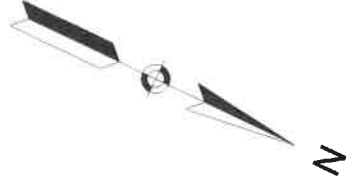
STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MA	-	24	133
PROJECT FILE NO.		607397	

CURB TIE PLAN
PART 2 OF 7

ROUTE 6 CONSTRUCTION BASELINE DATA								
NUMBER	STARTING STATION	NORTHING	EASTING	CURVE DATA	LINE DATA	ENDING STATION	NORTHING	EASTING
C2	13+28.59	2803894.633	1059089.980	R 4800.00' Δ= 4°52'43" L=408.70' T=204.47'		17+37.29	2804260.161	1058907.426
L1	17+37.29	2804260.161	1058907.426		N24°05'58"W 382.00'	21+19.29	2804608.864	1058751.447

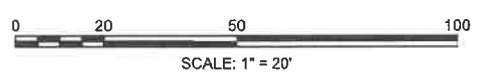
CURVE TABLE				
CURVE	RADIUS	LENGTH	TANGENT	Δ
5	5.00'	7.27'	4.45'	83°21'12"
6	50.00'	14.84'	7.48'	17°00'34"
7	18.00'	13.72'	7.22'	43°41'17"
8	18.00'	13.77'	7.24'	43°50'12"
9	8.00'	9.70'	5.55'	69°29'03"
10	18.00'	13.32'	6.98'	42°23'05"
11	8.00'	9.50'	5.40'	68°01'13"
12	18.00'	18.24'	9.99'	58°02'43"
13	20.00'	19.11'	10.36'	54°44'49"

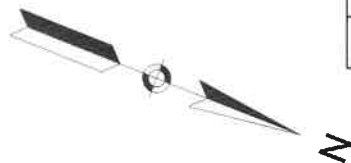
CURVE TABLE				
CURVE	RADIUS	LENGTH	TANGENT	Δ
14	18.00'	13.77'	7.24'	43°50'12"
15	8.00'	9.80'	5.62'	70°13'22"
16	18.00'	13.09'	6.85'	41°39'41"
17	30.00'	17.57'	9.05'	33°33'26"
18	30.00'	17.57'	9.05'	33°33'26"
19	30.00'	9.57'	4.83'	18°16'42"
20	3.00'	3.00'	1.64'	57°17'45"
21	3.00'	3.00'	1.64'	57°17'45"



CONTINUED ON
SHEET NO. 23

CONTINUED ON
SHEET NO. 25





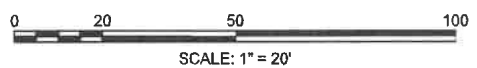
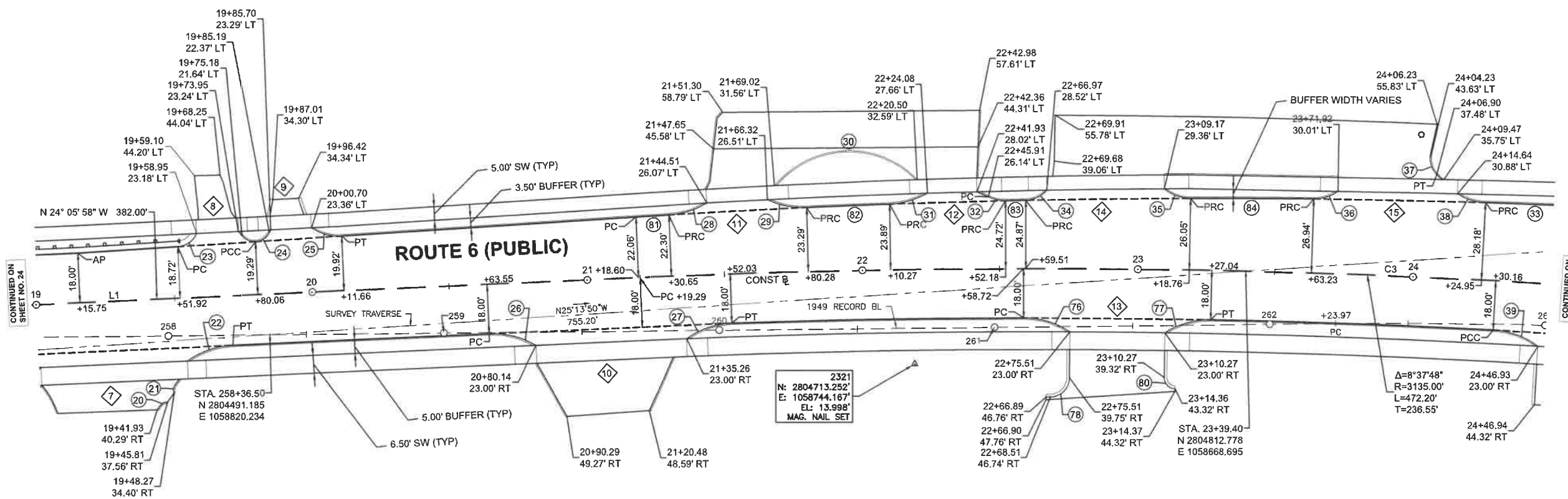
ROUTE 6 CONSTRUCTION BASELINE DATA								
NUMBER	STARTING STATION	NORTHING	EASTING	CURVE DATA	LINE DATA	ENDING STATION	NORTHING	EASTING
L1	17+37.29	2804260.161	1058907.426		N24°05'58"W 382.00'	21+19.29	2804608.864	1058751.447
C3	21+19.29	2804608.864	1058751.447	R=3135.00' Δ=8°37'48" L=472.20' T=236.55'		25+91.49	2805052.768	1058591.766

CURVE TABLE				
CURVE	RADIUS	LENGTH	TANGENT	Δ
19	30.00'	9.57'	4.83'	18°16'42"
20	3.00'	3.00'	1.64'	57°17'45"
21	3.00'	3.00'	1.64'	57°17'45"
22	30.00'	17.57'	9.05'	33°33'26"
23	8.00'	8.74'	4.86'	62°35'06"
24	6.00'	11.89'	9.16'	113°33'43"
25	18.00'	11.68'	6.05'	37°10'20"
26	30.00'	17.57'	9.05'	33°33'26"
27	30.00'	17.65'	9.09'	33°42'39"
28	30.00'	14.57'	7.43'	27°49'35"
29	30.00'	14.57'	7.43'	27°49'35"
30	35.00'	58.63'	38.86'	95°58'42"
31	30.00'	14.57'	7.43'	27°49'35"

CURVE TABLE				
CURVE	RADIUS	LENGTH	TANGENT	Δ
32	15.00'	6.52'	3.31'	24°53'58"
33	3163.00'	29.40'	14.70'	0°31'57"
34	10.00'	8.62'	4.60'	49°23'23"
35	15.00'	10.43'	5.44'	39°51'27"
36	15.00'	9.44'	4.88'	36°03'57"
37	8.50'	6.91'	3.66'	46°35'08"
38	20.00'	10.88'	5.58'	31°10'45"
39	30.00'	17.65'	9.09'	33°42'39"
81	3163.00'	12.14'	6.07'	0°13'11"
82	3163.00'	30.22'	15.11'	0°32'51"
83	3163.00'	7.40'	3.70'	0°08'02"
84	3163.00'	44.86'	22.43'	0°48'46"

WELLFLEET ROUTE 6 / MAIN STREET			
STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MA	-	25	133
PROJECT FILE NO.		607397	

**CURB TIE PLAN
PART 3 OF 7**



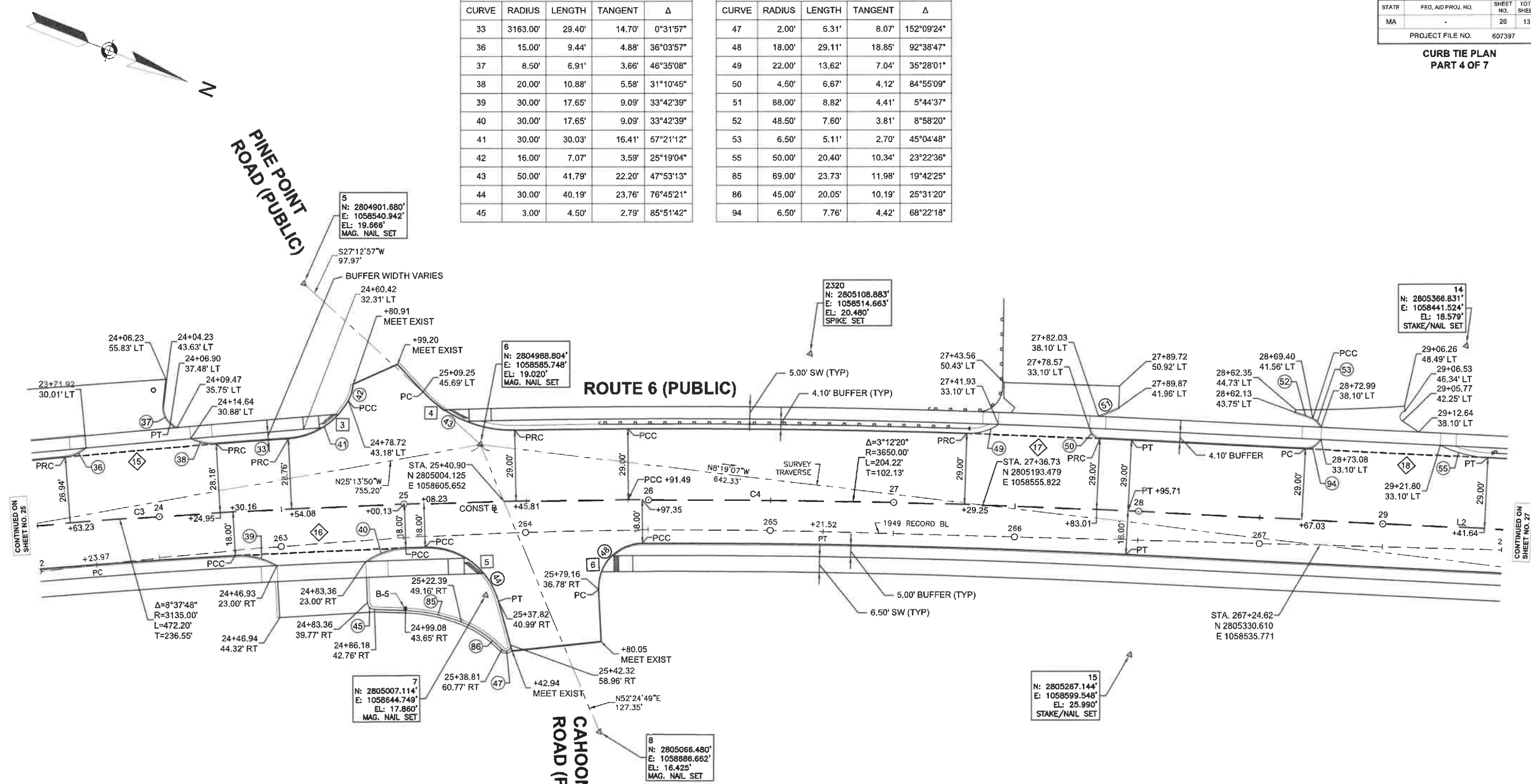
**WELLFLEET
ROUTE 6 / MAIN STREET**

STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MA	-	26	133
PROJECT FILE NO.		607397	

**CURB TIE PLAN
PART 4 OF 7**

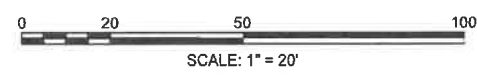
CURVE TABLE				
CURVE	RADIUS	LENGTH	TANGENT	Δ
33	3163.00'	29.40'	14.70'	0°31'57"
36	15.00'	9.44'	4.88'	36°03'57"
37	8.50'	6.91'	3.66'	46°35'08"
38	20.00'	10.88'	5.58'	31°10'45"
39	30.00'	17.65'	9.09'	33°42'39"
40	30.00'	17.65'	9.09'	33°42'39"
41	30.00'	30.03'	16.41'	57°21'12"
42	16.00'	7.07'	3.59'	25°19'04"
43	50.00'	41.79'	22.20'	47°53'13"
44	30.00'	40.19'	23.76'	76°45'21"
45	3.00'	4.50'	2.79'	85°51'42"

CURVE TABLE				
CURVE	RADIUS	LENGTH	TANGENT	Δ
47	2.00'	5.31'	8.07'	152°09'24"
48	18.00'	29.11'	18.85'	92°38'47"
49	22.00'	13.62'	7.04'	35°28'01"
50	4.50'	6.67'	4.12'	84°55'09"
51	88.00'	8.82'	4.41'	5°44'37"
52	48.50'	7.60'	3.81'	8°58'20"
53	6.50'	5.11'	2.70'	45°04'48"
55	50.00'	20.40'	10.34'	23°22'36"
85	69.00'	23.73'	11.98'	19°42'25"
86	45.00'	20.05'	10.19'	25°31'20"
94	6.50'	7.76'	4.42'	68°22'18"



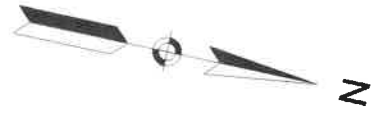
BOUNDS TABLE					
NAME	TYPE	STATION	OFFSET	NORTHING	EASTING
B-5	RESET	24+99.06	42.7 RT	2804976.6636	1058658.531

ROUTE 6 CONSTRUCTION BASELINE DATA								
NUMBER	STARTING STATION	NORTHING	EASTING	CURVE DATA	LINE DATA	ENDING STATION	NORTHING	EASTING
C3	21+19.29	2804608.864	1058751.447	R=3135.00' Δ=8°37'48" L=472.20' T=236.55'		25+91.49	2805052.768	1058591.766
C4	25+91.49	2805052.768	1058591.766	R=3650.00' Δ=3°12'20" L=204.22' T=102.13'		27+95.71	2805251.006	1058542.829
L2	27+95.71	2805251.006	1058542.829		N12°15'50"W 410.71'	32+06.41	2805652.340	1058455.589



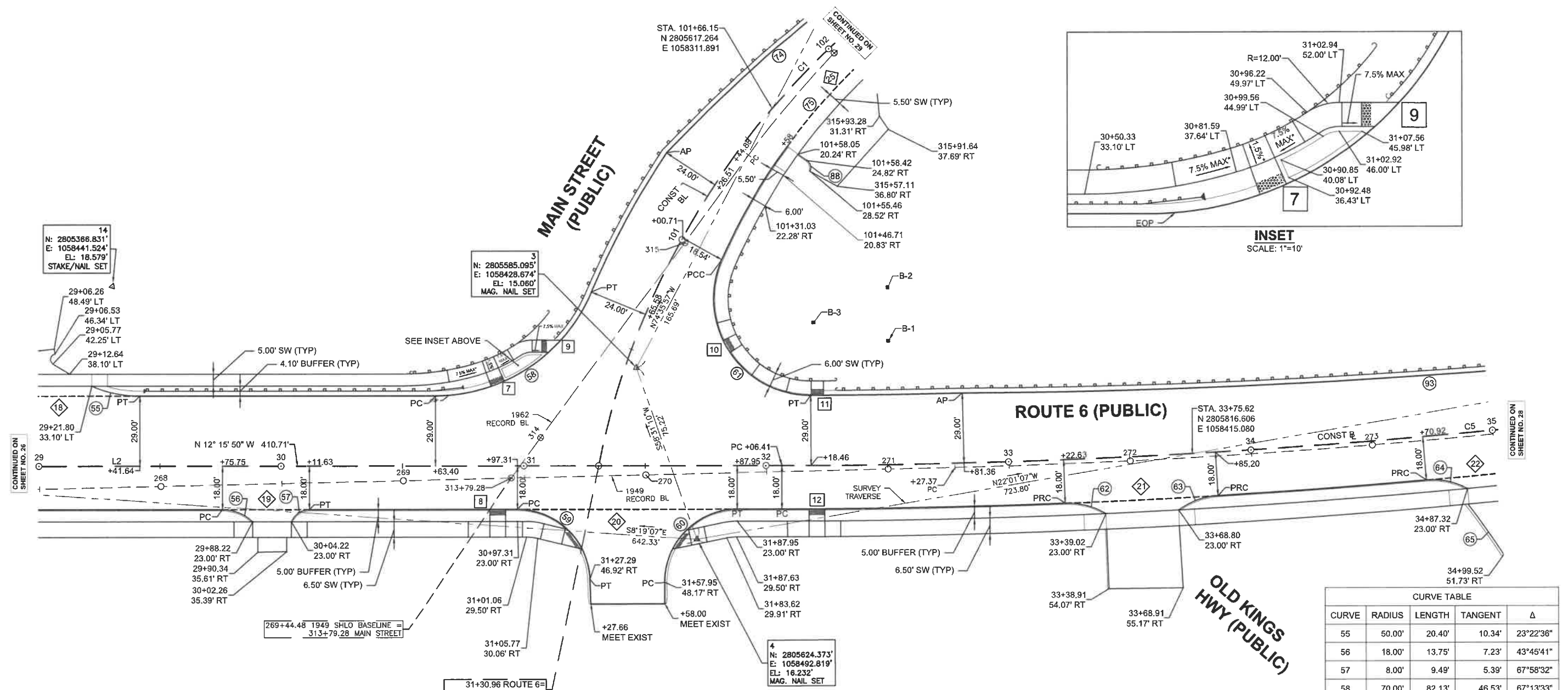
CONTINUED ON SHEET NO. 25

CONTINUED ON SHEET NO. 27



WELLFLEET ROUTE 6 / MAIN STREET			
STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MA		27	133
PROJECT FILE NO. 607397			

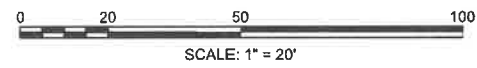
**CURB TIE PLAN
PART 5 OF 7**



NUMBER	STARTING STATION	NORTHING	EASTING	CURVE DATA	LINE DATA	ENDING STATION	NORTHING	EASTING
L2	27+95.71	2805251.006	1058542.829		N12°15'50"W 410.71'	32+06.41	2805652.340	1058455.589
C5	32+06.41	2805652.340	1058455.589	R=3050.00' Δ=14°35'08" L=776.42' T=390.32'		39+82.84	2806381.999	1058196.391

NUMBER	STARTING STATION	NORTHING	EASTING	CURVE DATA	LINE DATA	ENDING STATION	NORTHING	EASTING
C1	100+00.00	2805578.609	1058471.617	R=324.00' Δ=40°37'14" L=229.70' T=119.92'		102+29.70	2805652.668	1058259.235

CURVE	RADIUS	LENGTH	TANGENT	Δ
55	50.00'	20.40'	10.34'	23°22'36"
56	18.00'	13.75'	7.23'	43°45'41"
57	8.00'	9.49'	5.39'	67°58'32"
58	70.00'	82.13'	46.53'	67°13'33"
59	30.00'	46.04'	28.93'	87°55'46"
60	30.00'	47.30'	30.17'	90°19'52"
61	40.00'	79.67'	61.73'	114°06'49"
62	30.00'	17.49'	9.00'	33°24'13"
63	30.00'	17.49'	9.00'	33°24'13"
64	30.00'	17.49'	9.00'	33°24'13"
65	250.00'	25.67'	12.85'	5°53'02"
74	654.00'	109.29'	54.77'	9°34'29"
75	253.00'	123.25'	62.87'	27°54'39"
88	3.50'	5.01'	3.04'	82°00'40"
93	3026.00'	547.03'	274.26'	10°21'28"

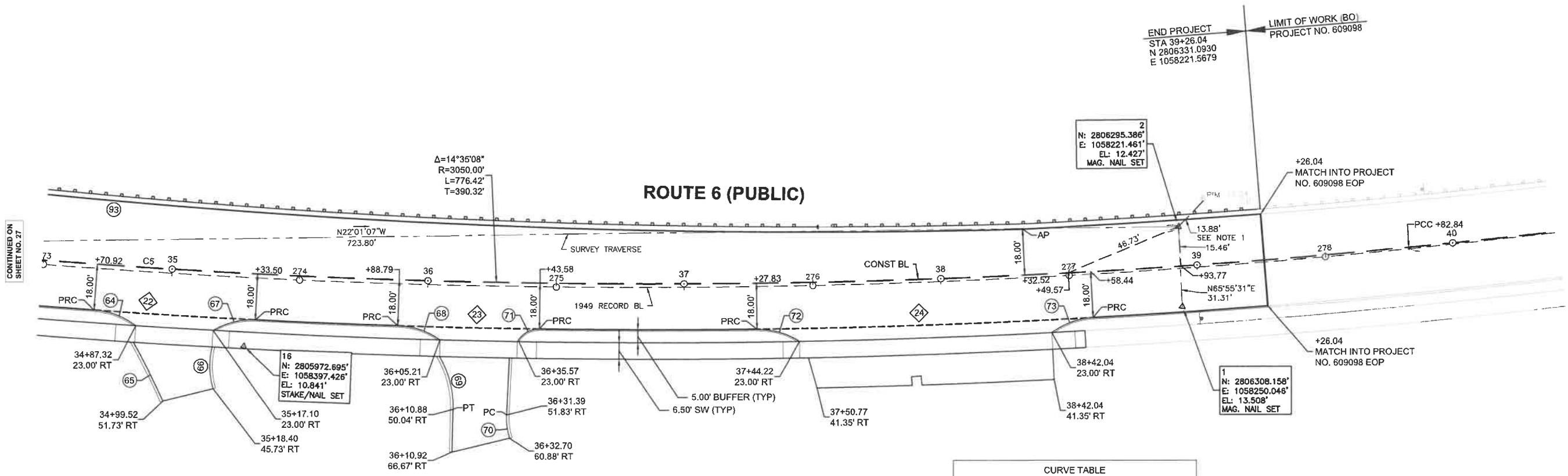
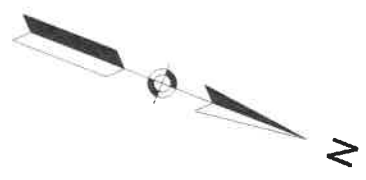


**WELLFLEET
ROUTE 6 / MAIN STREET**

STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MA	-	28	133

PROJECT FILE NO. 607397

**CURB TIE PLAN
PART 6 OF 7**



CONTINUED ON
SHEET NO. 27

END PROJECT
STA 39+26.04
N 2806331.0930
E 1058221.5679

LIMIT OF WORK (BOL)
PROJECT NO. 609098

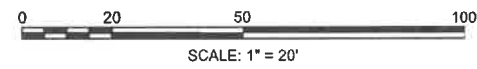
2
N: 2806295.386'
E: 1058221.461'
EL: 12.427'
MAG. NAIL SET

+26.04
MATCH INTO PROJECT
NO. 609098 EOP

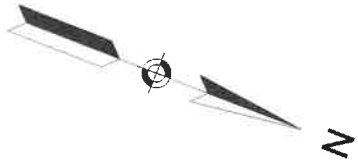
1
N: 2806308.158'
E: 1058250.046'
EL: 13.508'
MAG. NAIL SET

CURVE TABLE				
CURVE	RADIUS	LENGTH	TANGENT	Δ
64	30.00'	17.49'	9.00'	33°24'13"
65	250.00'	25.67'	12.85'	5°53'02"
66	31.00'	16.48'	8.44'	30°27'20"
67	30.00'	17.49'	9.00'	33°24'13"
68	30.00'	17.49'	9.00'	33°24'13"
69	40.00'	21.59'	11.07'	30°55'51"
70	26.00'	9.20'	4.65'	20°16'05"
71	10.00'	10.46'	5.76'	59°55'10"
72	30.00'	17.49'	9.00'	33°24'13"
73	30.00'	17.49'	9.00'	33°24'13"
93	3026.00'	547.03'	274.26'	10°21'28"

ROUTE 6 CONSTRUCTION BASELINE DATA								
NUMBER	STARTING STATION	NORTHING	EASTING	CURVE DATA	LINE DATA	ENDING STATION	NORTHING	EASTING
C5	32+06.41	2805652.340	1058455.589	R=3050.00' Δ=14°35'08" L=776.42' T=390.32'		39+82.84	2806381.999	1058196.391



- NOTES:
1. TRAVERSE TIE IS TO THE MIDPOINT OF THE CB GRATE (OR MANHOLE COVER) ON THE NEAREST SIDE.



**WELLFLEET
ROUTE 6 / MAIN STREET**

STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MA	-	29	133
PROJECT FILE NO.		607397	

**CURB TIE PLAN
PART 7 OF 7**

MAIN STREET CONSTRUCTION BASELINE DATA

NUMBER	STARTING STATION	NORTHING	EASTING	CURVE DATA	LINE DATA	ENDING STATION	NORTHING	EASTING
C1	100+00.00	2805578.609	1058471.617	R=324.00' Δ=40°37'14" L=229.70' T=119.92'		102+29.70	2805652.668	1058259.235
C2	102+29.70	2805652.668	1058259.235	R=2000.00' Δ=10°00'42" L=349.47' T=175.18'		105+79.18	2805897.478	1058010.461
L1	105+79.18	2805897.478	1058010.461		N40°27'15"W 48.28'	106+27.46	2805934.219	1057979.132
C3	106+27.46	2805934.219	1057979.132	R=500.00' Δ=21°23'39" L=186.70' T=94.45'		108+14.16	2806050.650	1057834.573

CURVE TABLE

CURVE	RADIUS	LENGTH	TANGENT	Δ
74	654.00'	109.29'	54.77'	9°34'29"
75	253.00'	123.25'	62.87'	27°54'39"
89	3.00'	4.57'	2.86'	87°20'18"
90	3.00'	5.59'	4.04'	106°50'22"
91	3.00'	4.36'	2.67'	83°20'42"
92	3.00'	4.67'	2.96'	89°14'13"

BOUNDS TABLE

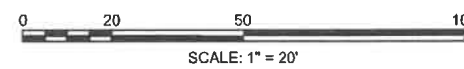
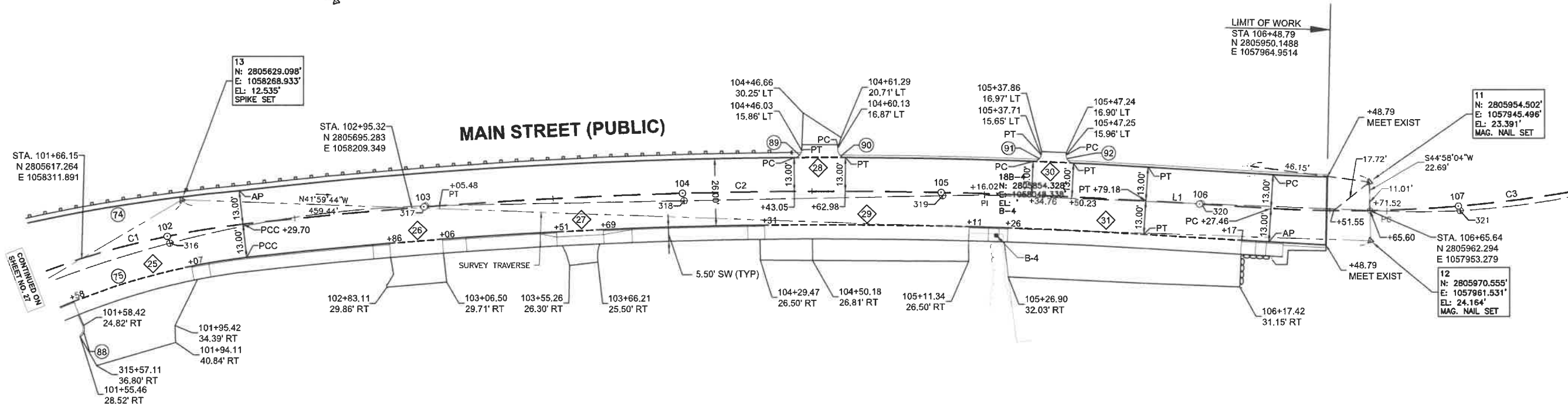
NAME	TYPE	STATION	OFFSET	NORTHING	EASTING
B-4	PROP	105+21.76	16.1 RT	2805865.1424	1058060.307

17
N: 2805618.762'
E: 1058172.113'
EL: 5.215'
STAKE/NAIL SET

13
N: 2805629.098'
E: 1058268.933'
EL: 12.535'
SPIKE SET

11
N: 2805954.502'
E: 1057945.496'
EL: 23.391'
MAG. NAIL SET

12
N: 2805970.555'
E: 1057961.531'
EL: 24.164'
MAG. NAIL SET

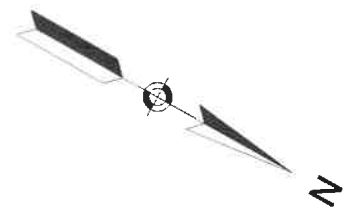


**WELLFLEET
ROUTE 6 / MAIN STREET**

STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MA	-	30	133

**GRADING PLAN
PART 1 OF 7**

PROJECT FILE NO. 607397

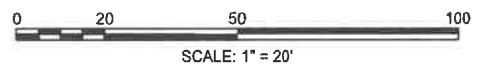
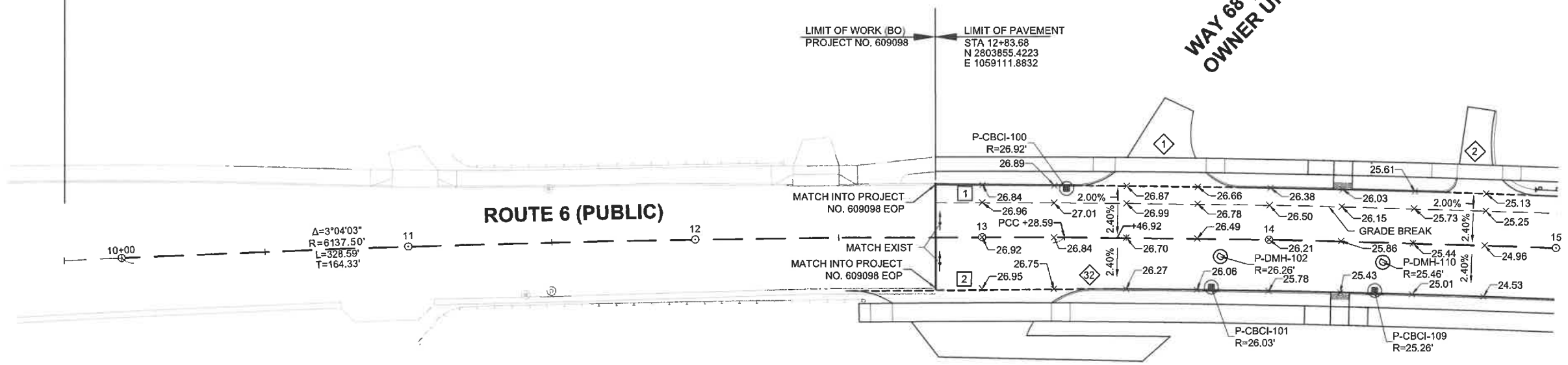


BEGIN PROJECT
STA 9+80
N 2803594.6740
E 1059267.2939

LIMIT OF WORK (BO)
PROJECT NO. 609098

LIMIT OF PAVEMENT
STA 12+83.68
N 2803855.4223
E 1059111.8832

**WAY 68 (PRIVATE -
OWNER UNKNOWN)**

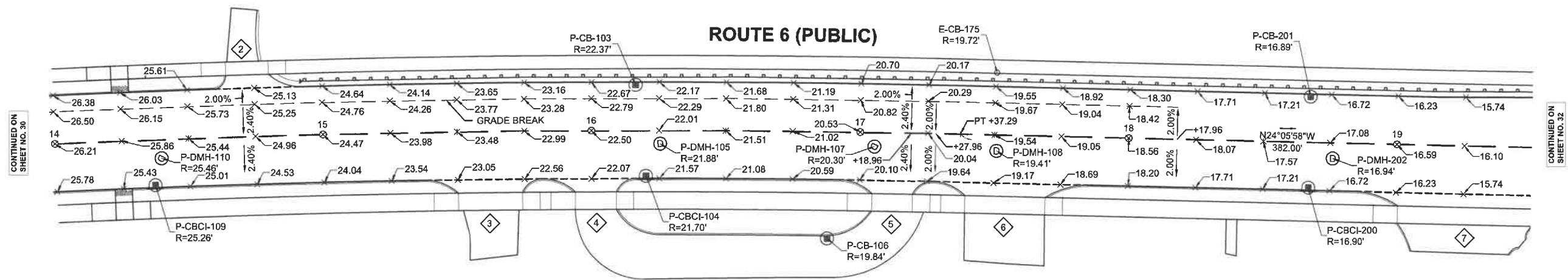
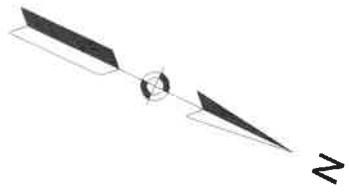


CONTINUED ON
SHEET NO. 31

WELLFLEET
ROUTE 6 / MAIN STREET

STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MA	-	31	133
PROJECT FILE NO.		607397	

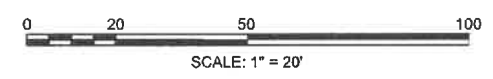
GRADING PLAN
PART 2 OF 7



CONTINUED ON
SHEET NO. 30

CONTINUED ON
SHEET NO. 32

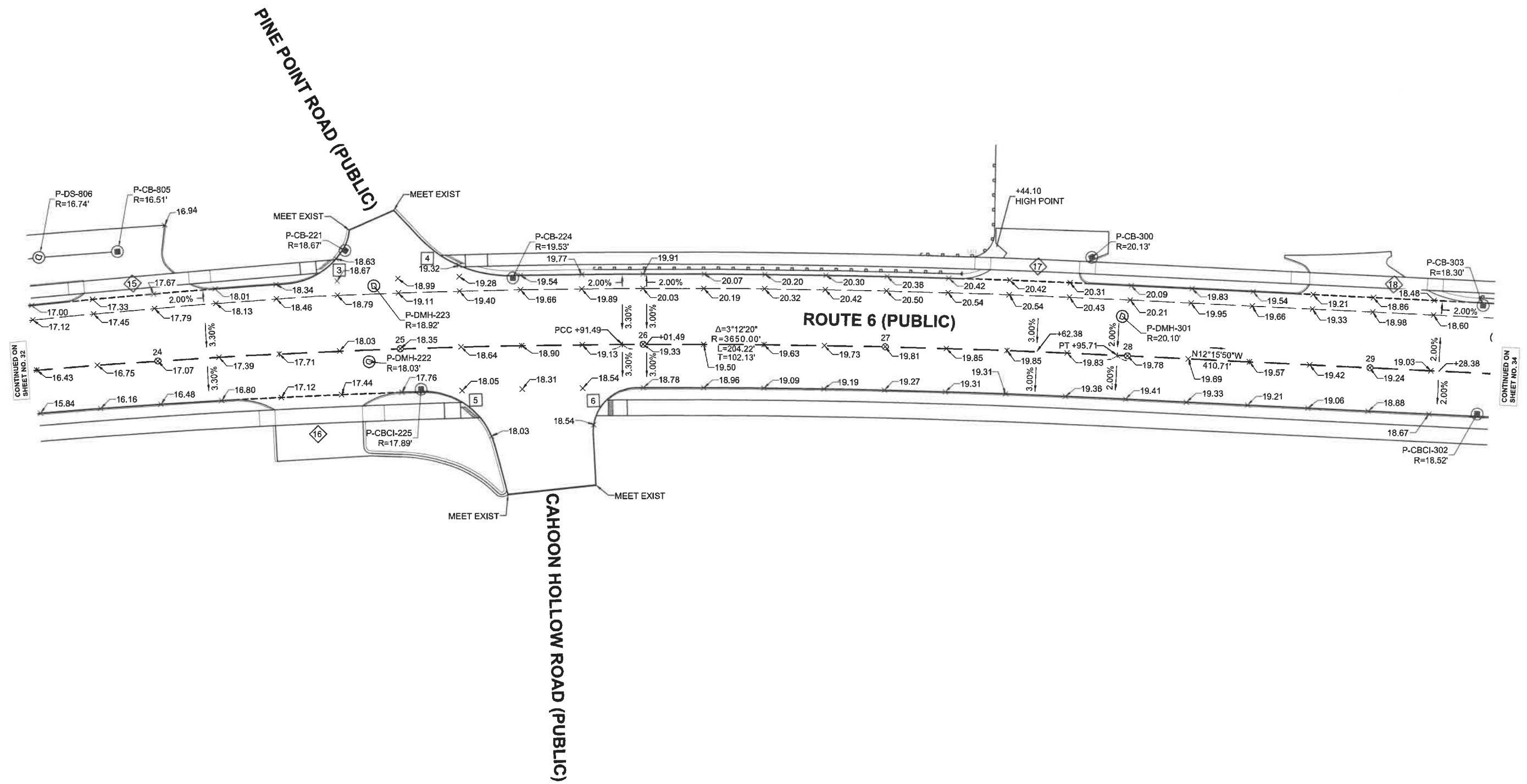
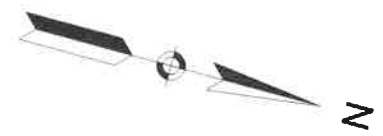
ORIOLE LANE (PRIVATE)



WELLFLEET
ROUTE 6 / MAIN STREET

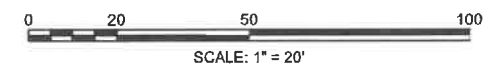
STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MA	-	33	133
PROJECT FILE NO.		607397	

GRADING PLAN
PART 4 OF 7



CONTINUED ON
SHEET NO. 32

CONTINUED ON
SHEET NO. 34



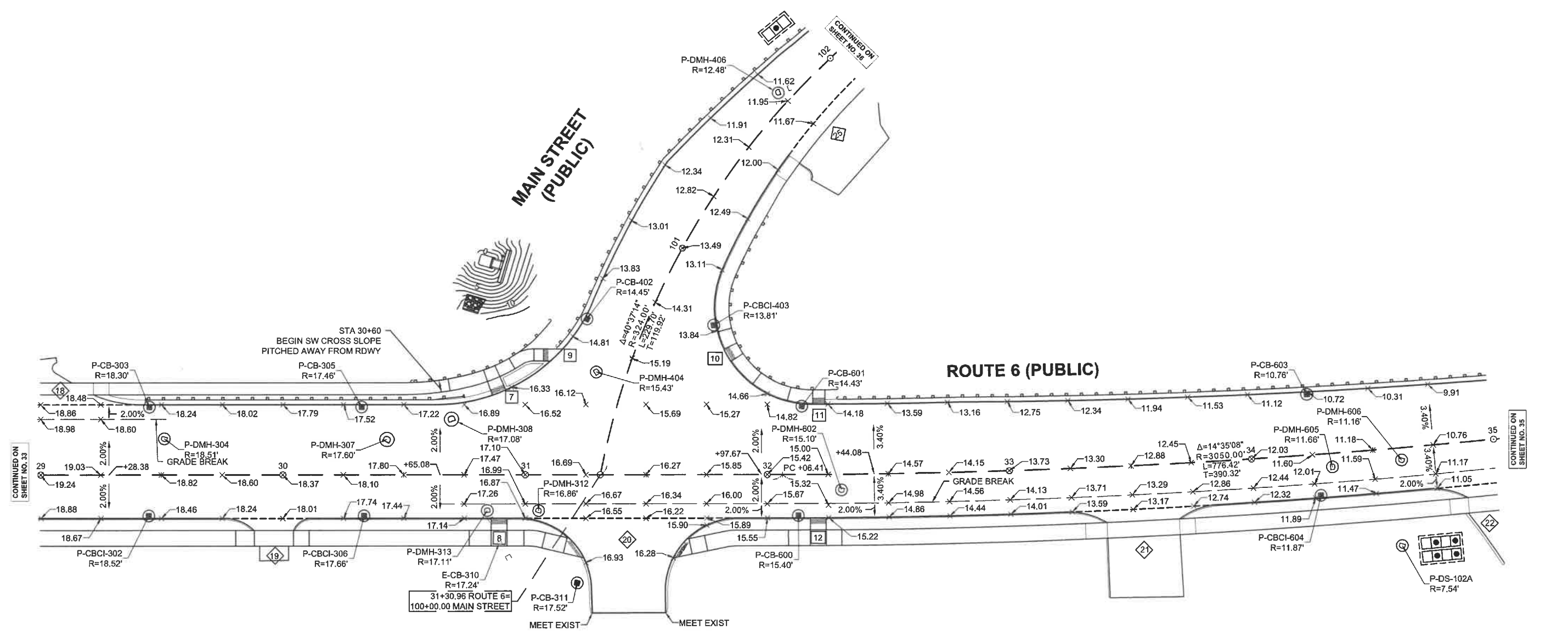


**WELLFLEET
ROUTE 6 / MAIN STREET**

STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MA	-	34	133

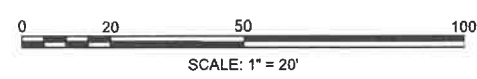
PROJECT FILE NO. 607397

**GRADING PLAN
PART 5 OF 7**



CONTINUED ON
SHEET NO. 33

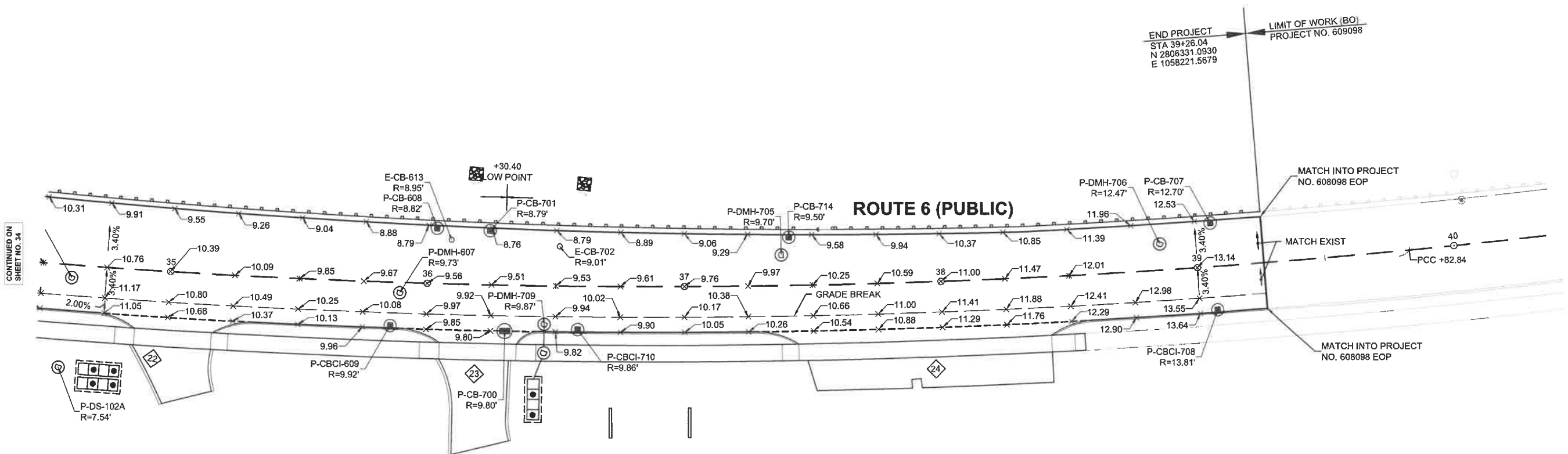
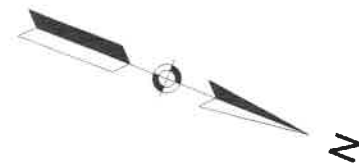
CONTINUED ON
SHEET NO. 35



WELLFLEET
ROUTE 6 / MAIN STREET

STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MA	-	35	133
PROJECT FILE NO.		607397	

GRADING PLAN
PART 6 OF 7



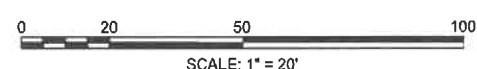
END PROJECT
STA 39+26.04
N 2806331.0930
E 1058221.5679

LIMIT OF WORK (B.O.)
PROJECT NO. 609098

MATCH INTO PROJECT
NO. 608098 EOP

MATCH EXIST

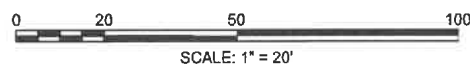
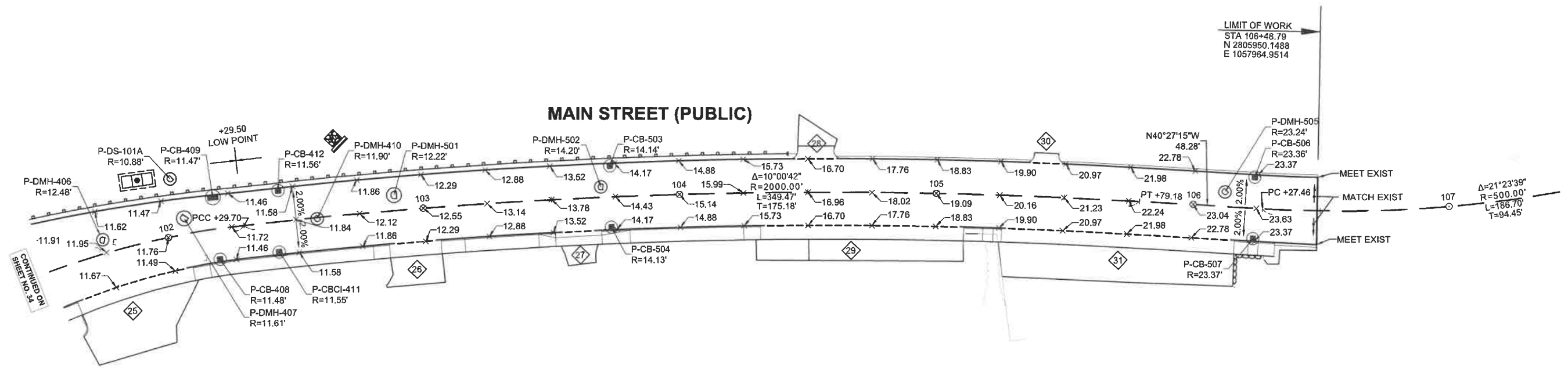
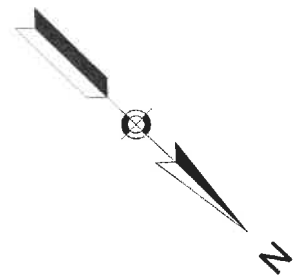
MATCH INTO PROJECT
NO. 608098 EOP



WELLFLEET
ROUTE 6 / MAIN STREET

STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MA	-	36	133
PROJECT FILE NO.		607397	

GRADING PLAN
PART 7 OF 7

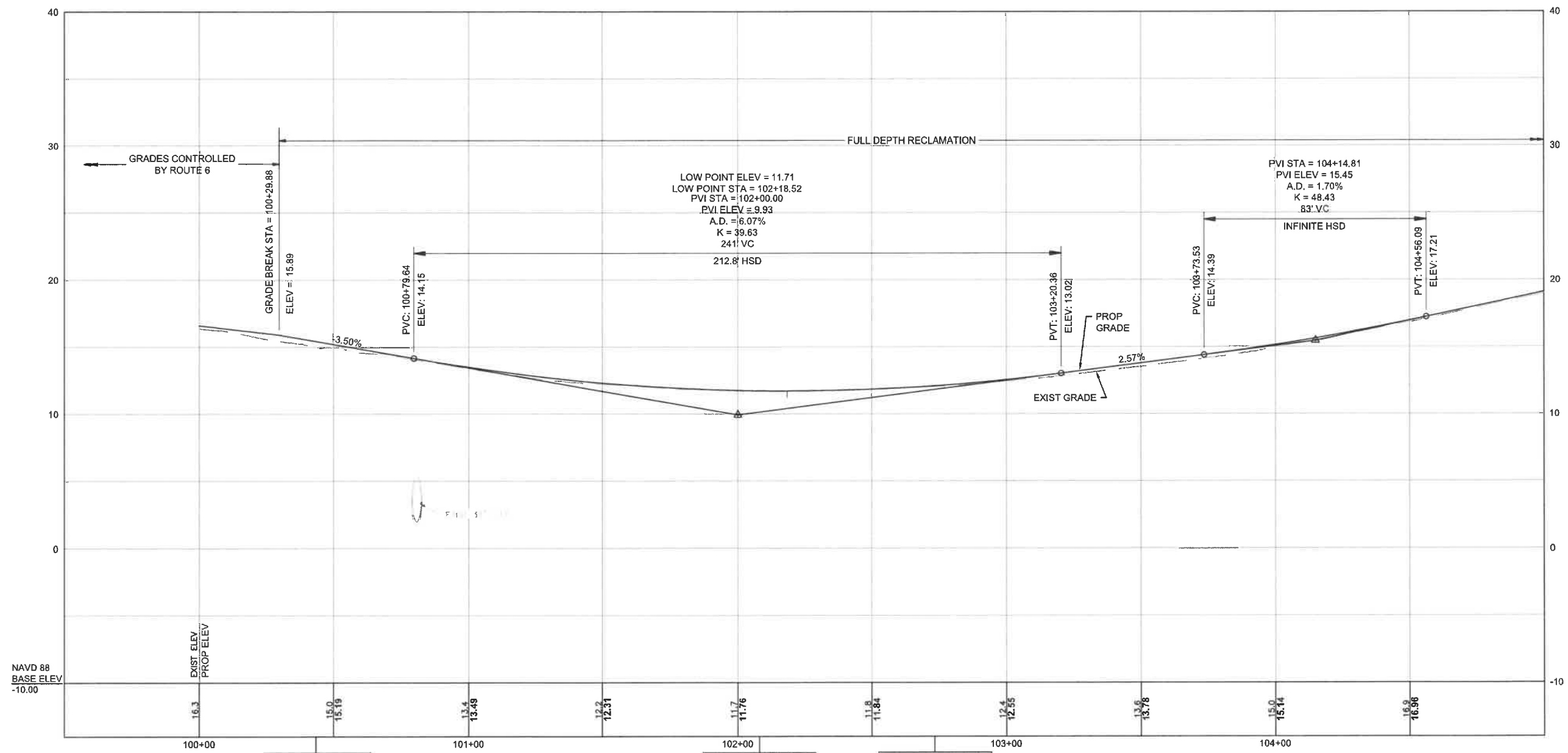


WELLFLEET
ROUTE 6 / MAIN STREET

STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MA	-	21	133
PROJECT FILE NO.		607397	

PROFILE - MAIN STREET
PART 1 OF 2

MAIN STREET



NAV D 88
BASE ELEV
-10.00

100+00

101+00

102+00

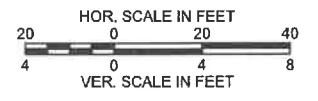
103+00

104+00

TEMP. BENCHMARK #3
MAGNAILSET
ELEVATION = 15.060'
STA 100+43.53, 4.42' RT

TEMP. BENCHMARK #13
SPKSET
ELEVATION = 12.535'
STA 102+08.06, 12.76' LT

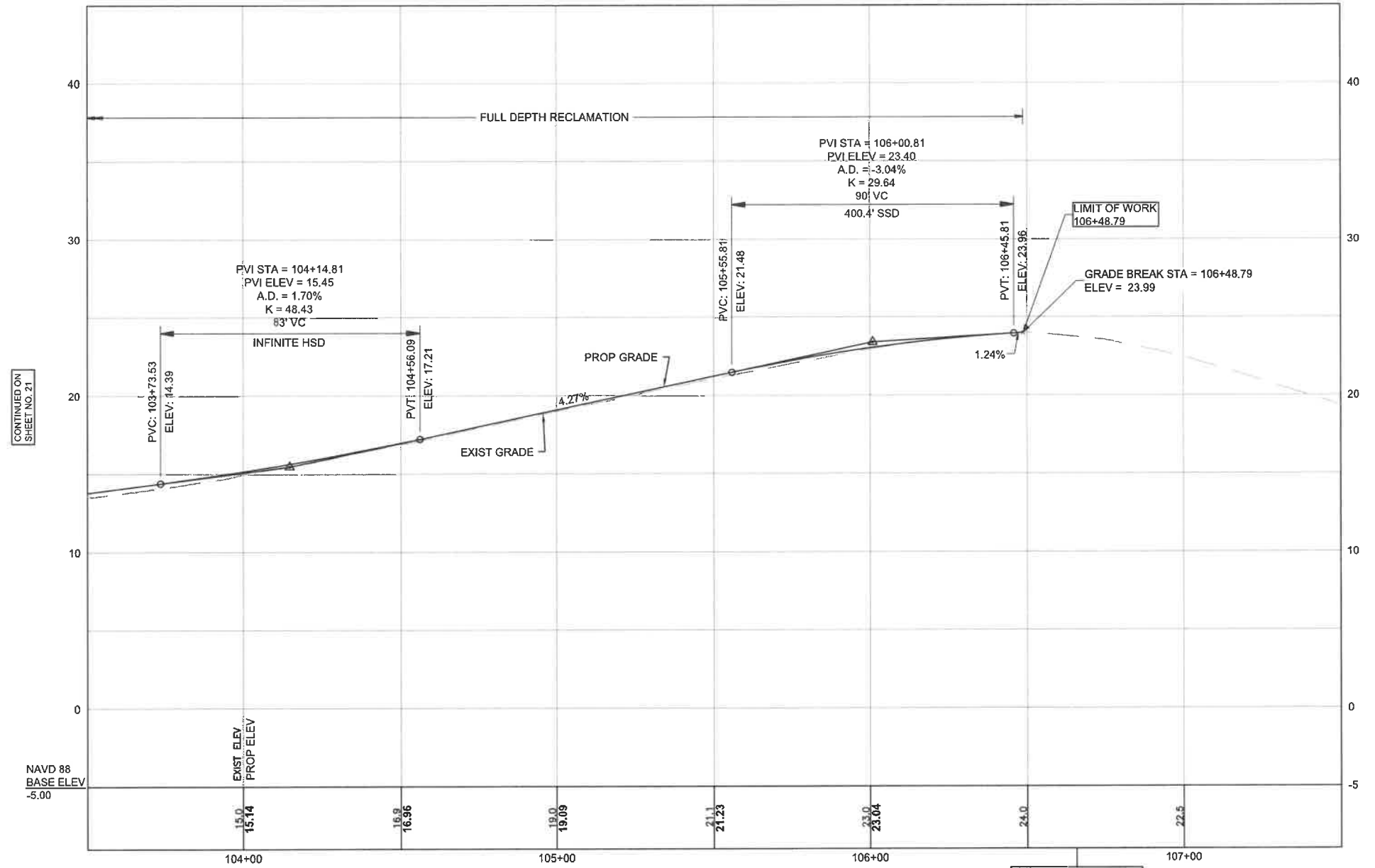
TEMP. BENCHMARK #17
STKNLSET
ELEVATION = 5.215'
STA 102+73.52, 82.11' LT



FOR CONSTRUCTION PLANS:
SEE SHEET NO. 12 & 14

CONTINUED ON
SHEET NO. 22

MAIN STREET

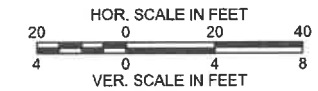


CONTINUED ON
SHEET NO. 21

NAVD 88
BASE ELEV
-5.00

TEMP. BENCHMARK #11
MAGNAILSET
ELEVATION = 23.391'
STA 106+65.60, 11.01' LT

TEMP. BENCHMARK #12
MAGNAILSET
ELEVATION = 24.164'
STA 106+65.68, 11.68' RT



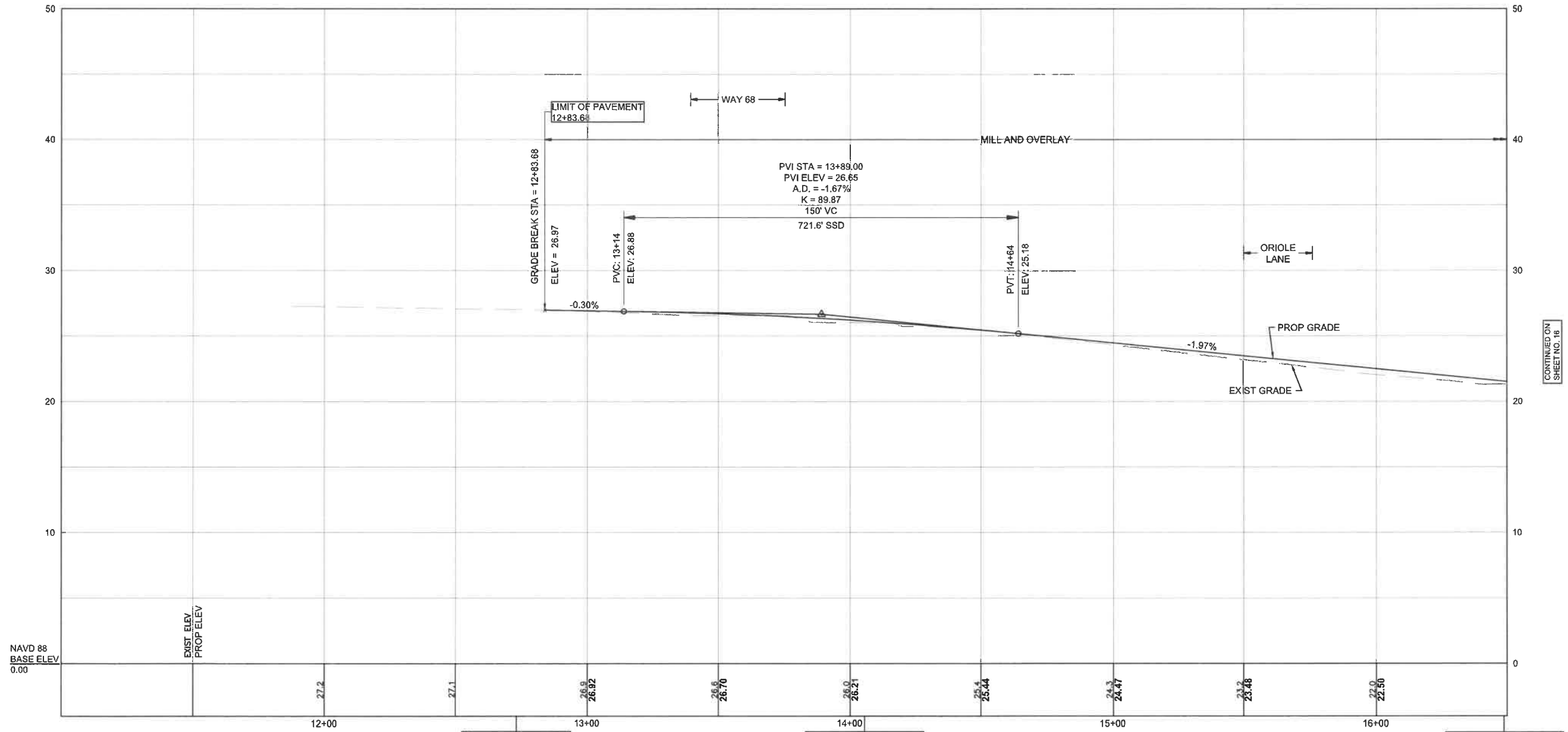
FOR CONSTRUCTION PLANS:
SEE SHEET NO. 14

**WELLFLEET
ROUTE 6 / MAIN STREET**

STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MA		15	133
PROJECT FILE NO. 607397			

**PROFILE - ROUTE 6
PART 1 OF 6**

ROUTE 6



NAVD 88
BASE ELEV
0.00

EXIST. ELEV.
PROP. ELEV.

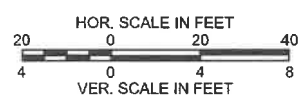
TEMP. BENCHMARK #28
STKNLSET
ELEVATION = 26.287'
STA 12+72.96, 51.82' RT

TEMP. BENCHMARK #3402
STKNLSET
ELEVATION = 23.983'
STA 14+05.57, 112.21' LT

TEMP. BENCHMARK #3401
STKNLSET
ELEVATION = 22.014'
STA 16+48.84, 27.68' LT



SUPERELEVATION LEGEND
 ——— LEFT SIDE CROSS SLOPE
 - - - - RIGHT SIDE CROSS SLOPE



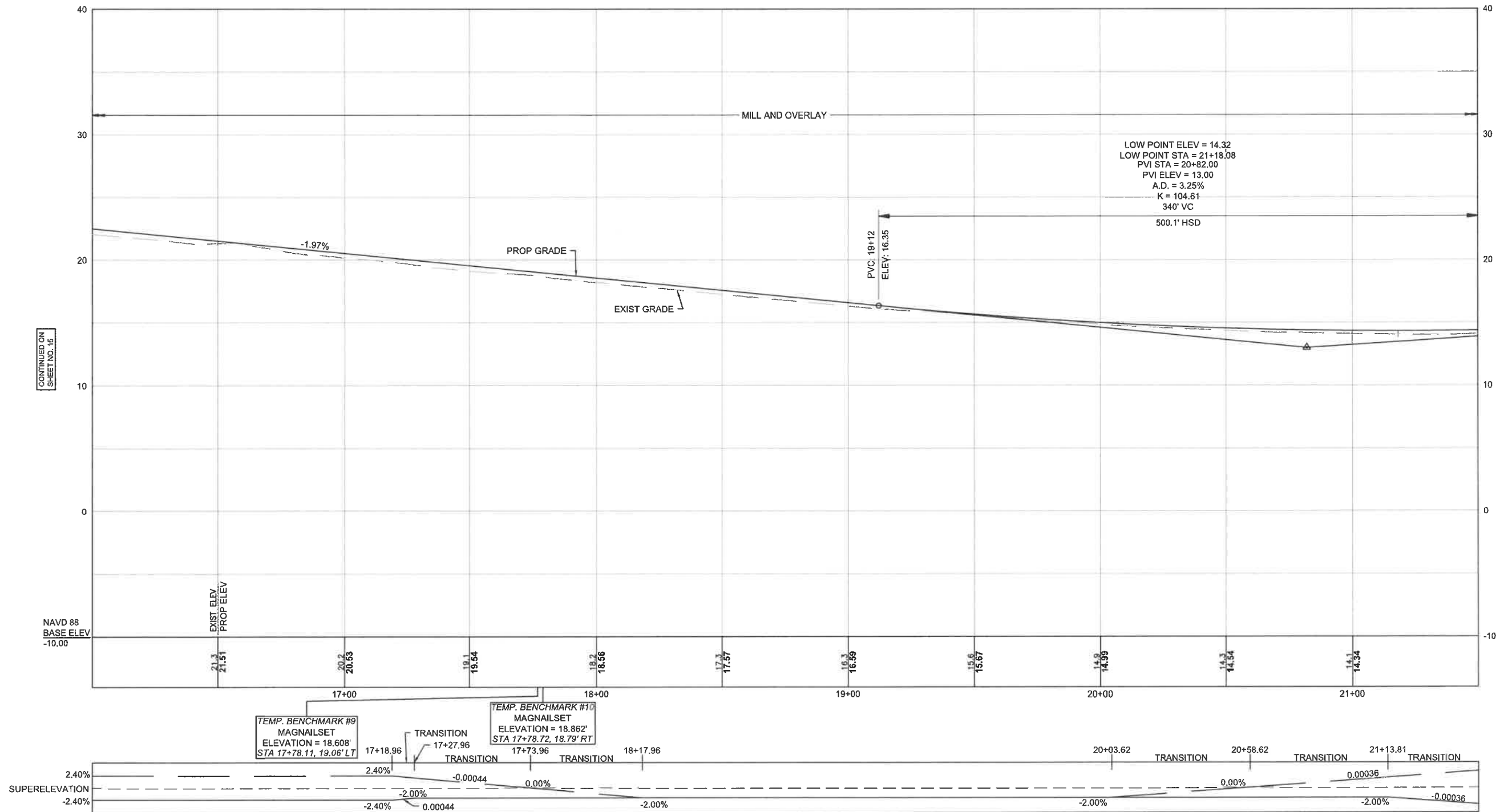
FOR CONSTRUCTION PLANS:
SEE SHEET NO. 8

WELLFLEET
ROUTE 6 / MAIN STREET

STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MA		16	133
PROJECT FILE NO. 607397			

PROFILE - ROUTE 6
PART 2 OF 6

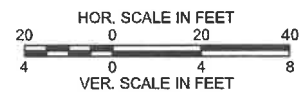
ROUTE 6



CONTINUED ON
SHEET NO. 16

CONTINUED ON
SHEET NO. 17

SUPERELEVATION LEGEND
 — LEFT SIDE CROSS SLOPE
 — RIGHT SIDE CROSS SLOPE



FOR CONSTRUCTION PLANS:
SEE SHEET NO. 9

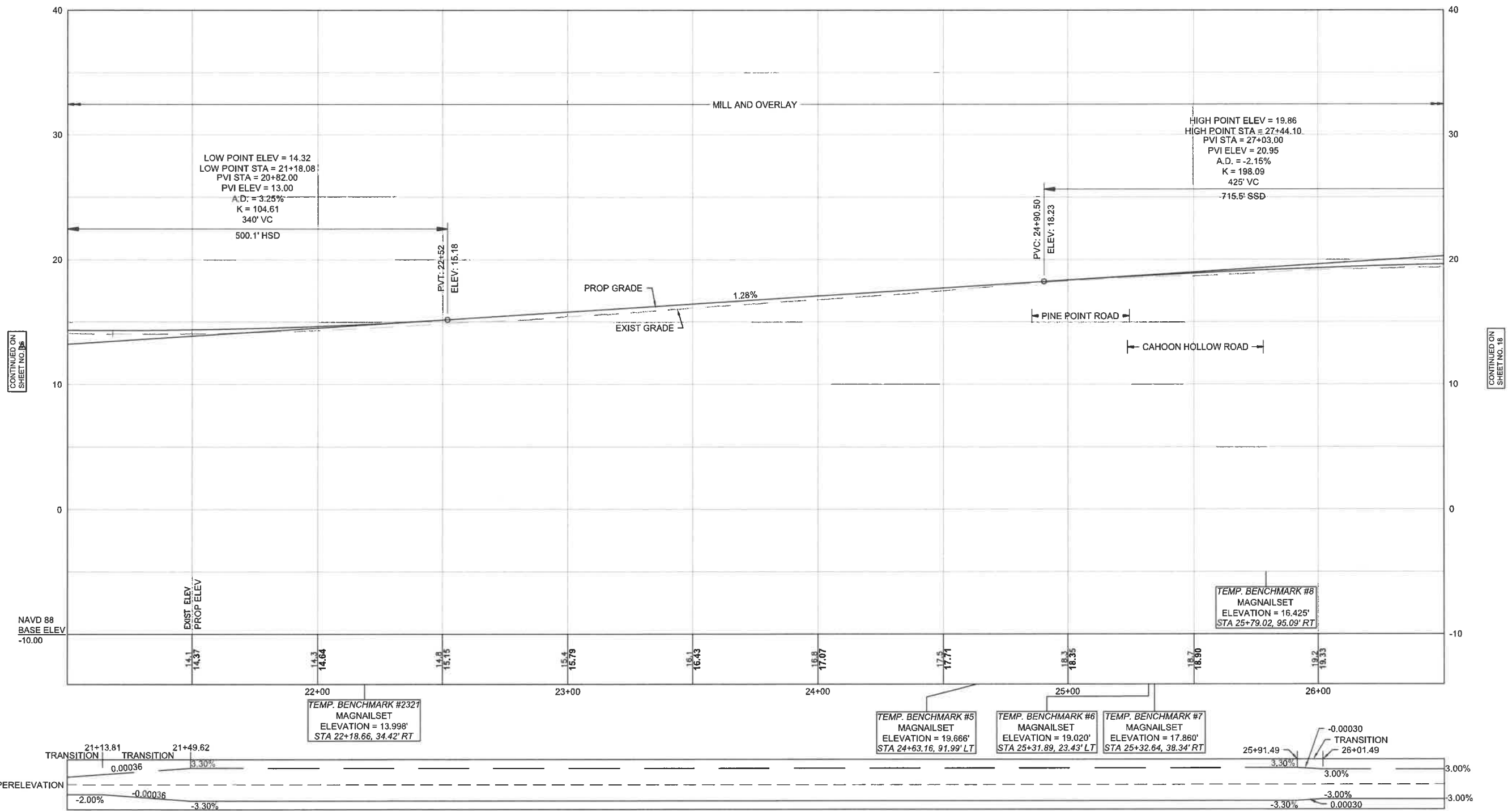
**WELLFLEET
ROUTE 6 / MAIN STREET**

STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MA	-	17	133

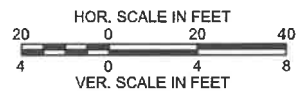
PROJECT FILE NO. 607397

**PROFILE - ROUTE 6
PART 3 OF 6**

ROUTE 6



SUPERELEVATION LEGEND
 — LEFT SIDE CROSS SLOPE
 — RIGHT SIDE CROSS SLOPE



FOR CONSTRUCTION PLANS:
 SEE SHEET NO. 10

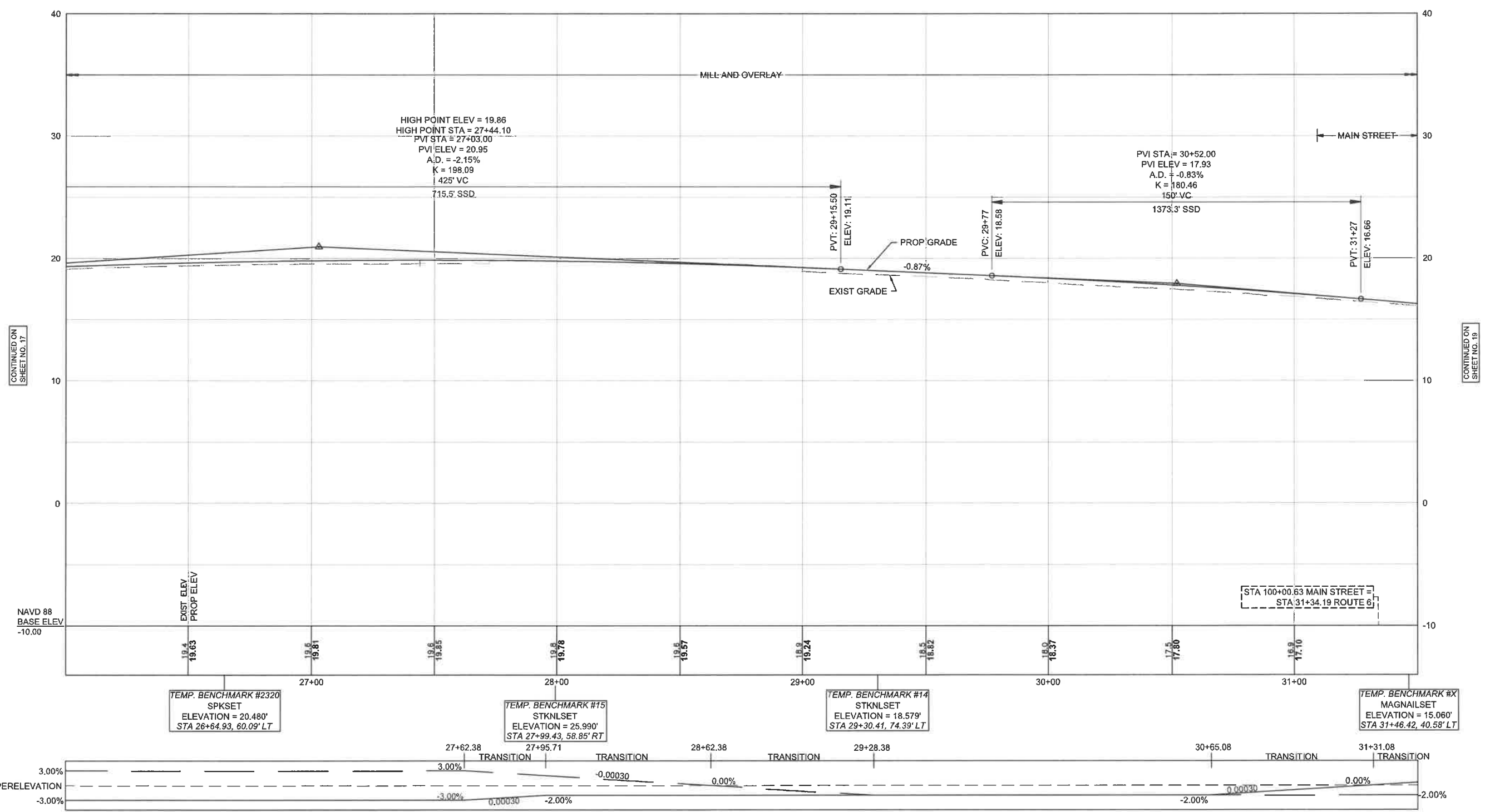
CONTINUED ON
 SHEET NO. 16

CONTINUED ON
 SHEET NO. 18

WELLFLEET ROUTE 6 / MAIN STREET			
STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MA	-	18	133
PROJECT FILE NO. 607397			

**PROFILE - ROUTE 6
PART 4 OF 6**

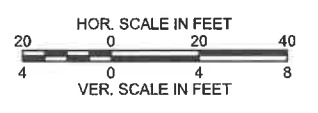
ROUTE 6



CONTINUED ON
SHEET NO. 17

CONTINUED ON
SHEET NO. 19

SUPERELEVATION LEGEND
 — LEFT SIDE CROSS SLOPE
 — RIGHT SIDE CROSS SLOPE



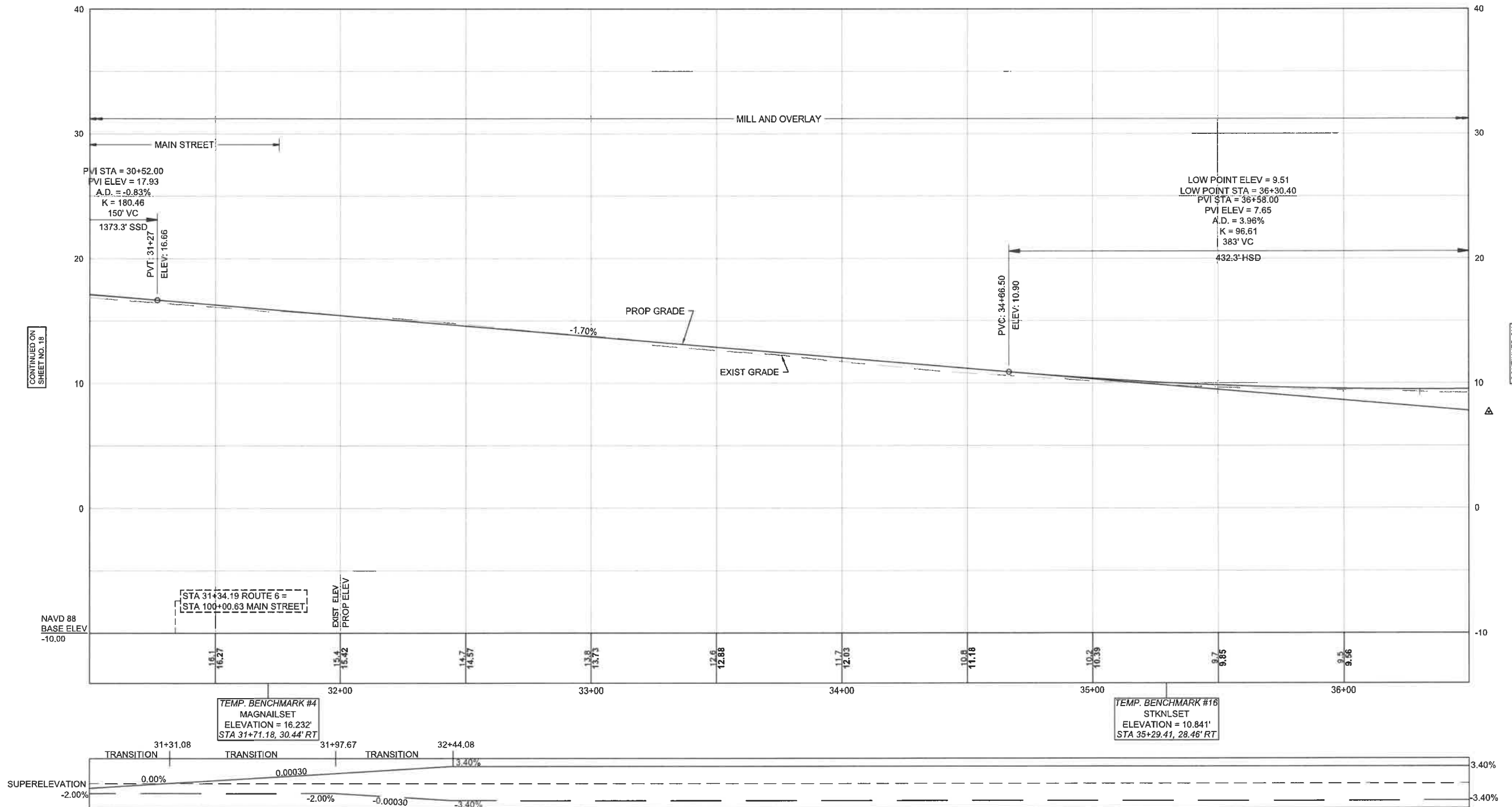
FOR CONSTRUCTION PLANS:
SEE SHEET NO. 11

WELLFLEET
ROUTE 6 / MAIN STREET

STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MA	-	19	133
PROJECT FILE NO.		607397	

PROFILE - ROUTE 6
PART 5 OF 6

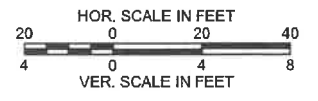
ROUTE 6



CONTINUED ON
SHEET NO. 18

CONTINUED ON
SHEET NO. 20

SUPERELEVATION LEGEND
 — LEFT SIDE CROSS SLOPE
 — RIGHT SIDE CROSS SLOPE



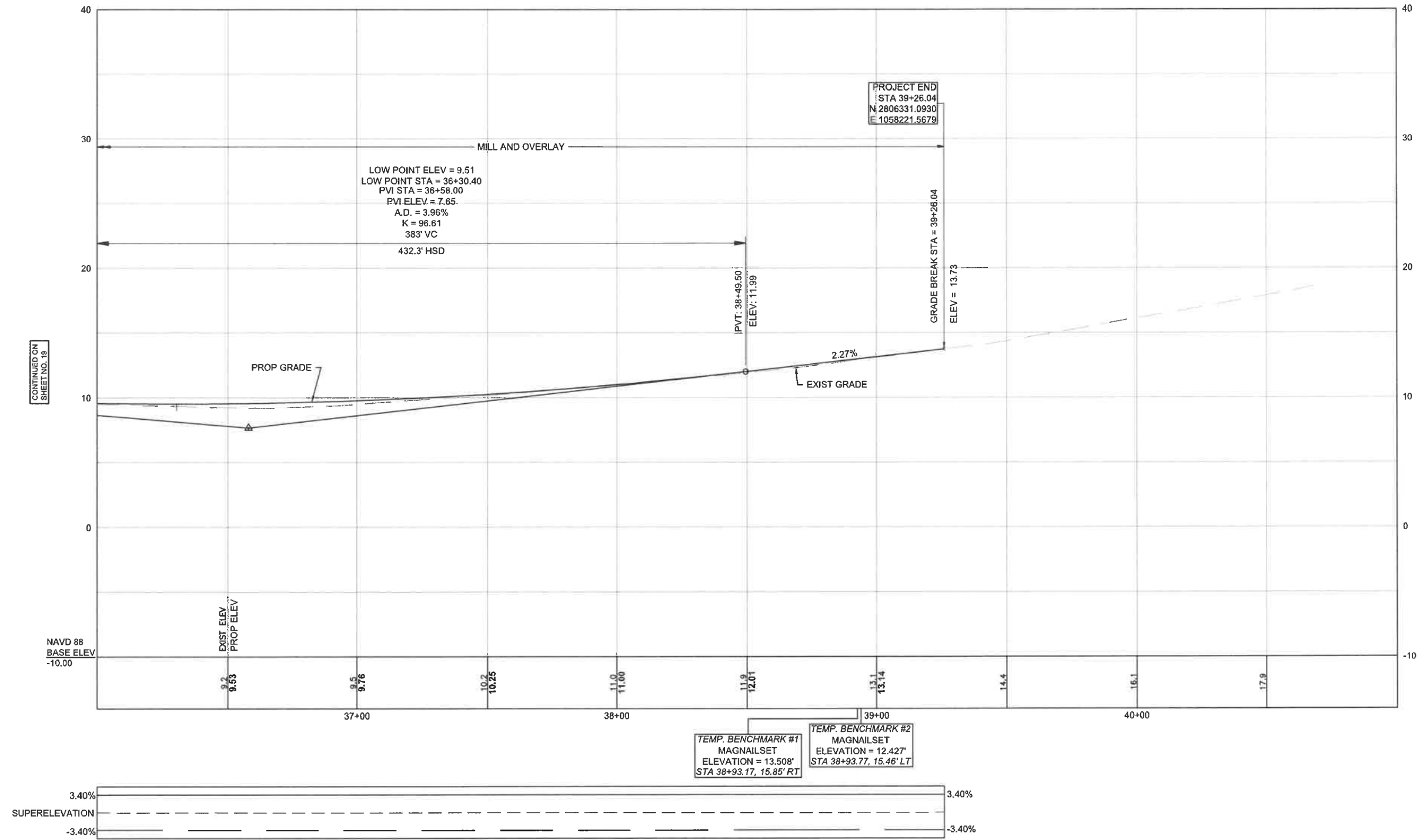
FOR CONSTRUCTION PLANS:
SEE SHEET NO. 12

WELLFLEET
ROUTE 6 / MAIN STREET

STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MA	-	20	133
PROJECT FILE NO.		607397	

PROFILE - ROUTE 6
PART 6 OF 6

ROUTE 6



CONTINUED ON
SHEET NO. 19

NAVD 88
BASE ELEV
-10.00

EXIST ELEV
PROP ELEV

LOW POINT ELEV = 9.51
LOW POINT STA = 36+30.40
PVI STA = 36+58.00
PVI ELEV = 7.65
A.D. = 3.96%
K = 96.61
383' VC
432.3' HSD

PROJECT END
STA 39+26.04
N 2806331.0930
E 1058221.5679

PVT: 38+49.50
ELEV: 11.99

GRADE BREAK STA = 39+26.04
ELEV = 13.73

2.27%
EXIST GRADE

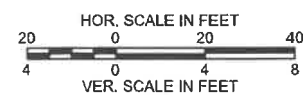
TEMP. BENCHMARK #1
MAGNAILSET
ELEVATION = 13.508'
STA 38+93.17, 15.85' RT

TEMP. BENCHMARK #2
MAGNAILSET
ELEVATION = 12.427'
STA 38+93.77, 15.46' LT



SUPERELEVATION LEGEND

— LEFT SIDE CROSS SLOPE
— RIGHT SIDE CROSS SLOPE



FOR CONSTRUCTION PLANS:
SEE SHEET NO. 13



SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: July 12, 2022

V

BUSINESS

~ B ~

REQUESTED BY:	Mass DOT ~ Erik Kristensen
DESIRED ACTION:	To review documents sent from Mass DOT
PROPOSED MOTION: SUMMARY:	I move to approve Mass DOT's right of entry request relative to the Route 6 Main Street Project subject to approval of the Wellfleet Cemetery Commission for any parcels under their care.
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____



Right of Entry

City / Town: Wellfleet Project: Route 6 / Main Street Improvements Project #: 607397
 Owner: Town of Wellfleet
 Address: 300 Main Street, Wellfleet, MA 02667
 From Station: 25.80 To Station: 25.90
 Parcel No(s): 1-TE-17

Permission is hereby given to the Massachusetts Department of Transportation-Highway Division, or its duly authorized agents, to enter upon my property in the city or town of Wellfleet in connection with the construction of a state highway as shown on plans in the office of said Department at 10 Park Plaza, Boston, Massachusetts for the purpose of making changes and carrying out the work on my property as outlined below:

Slope, Loam and Seed

This entry is to be made without prejudice to my rights in settlement of any claims for damage that may hereafter appear.

Granted by:

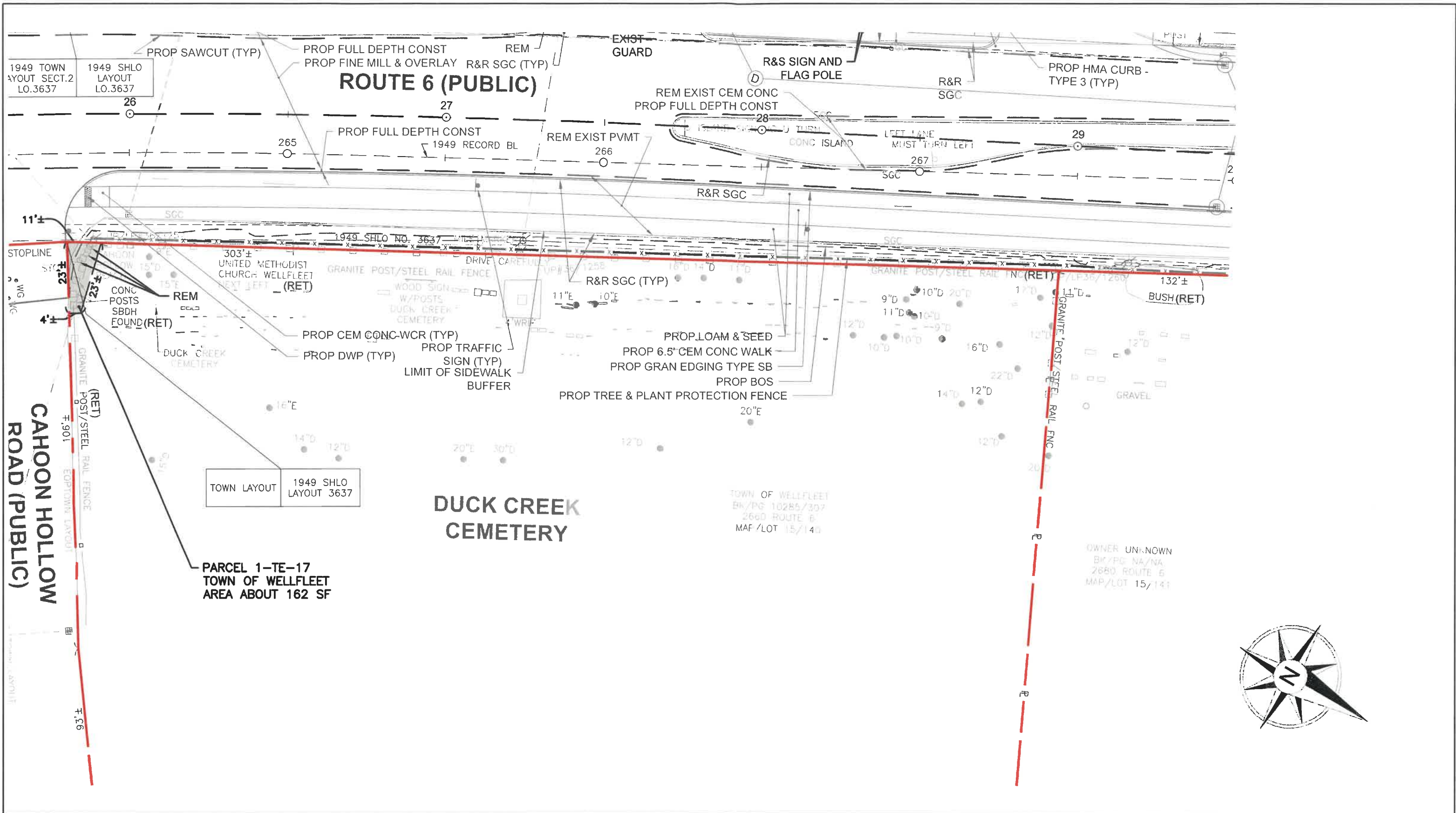
Recommended by:

Signature of owner




Deputy Director, Right of Way Bureau

Date: _____

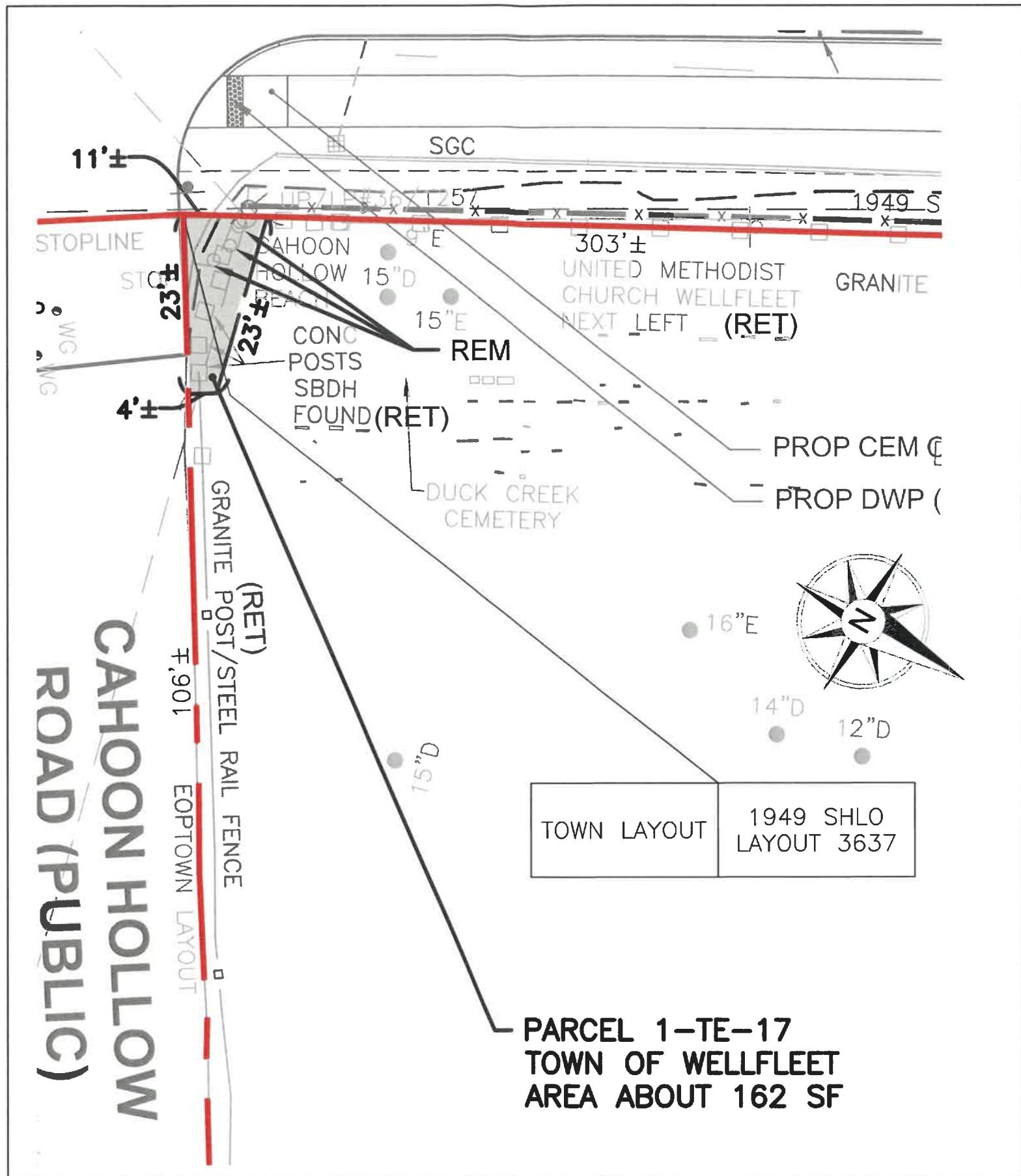
Date: _____






PROPOSED - NOT TO SCALE
 PROJECT - 607397
 WELLFLEET - TOWN OF WELLFLEET
 PARCEL SKETCH - 06-03-22

Proposed Highway Layout Line: 
 Existing Highway Layout Line: 
 Property Line: 





PROPOSED - NOT TO SCALE
 PROJECT - 607397
 WELFLEET - TOWN OF
 WELFLEET
 PARCEL SKETCH - 06-03-22

Proposed Highway Layout Line: 
 Existing Highway Layout Line: 
 Property Line: 



TOWN LAYOUT	1949 SHLO LAYOUT 3637
-------------	--------------------------

**PARCEL 1-TE-17
 TOWN OF WELFLEET
 AREA ABOUT 162 SF**



SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: July 12, 2022

V

BUSINESS

~ C ~

REQUESTED BY:	Jay Norton; DPW Director
DESIRED ACTION:	To review and possibly vote on the NRCS grant
PROPOSED MOTION:	I move to authorize the DPW Director Jay Norton to request use of \$537,500 from Chapter 90 Funding to use as a town match to the USDA NRCS Grant Award.
SUMMARY:	
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____

Power's Landing

Application for Federal Assistance SF-424		
* 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	* 2. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	* If Revision, select appropriate letter(s): _____ * Other (Specify): _____
* 3. Date Received: _____	4. Applicant Identifier: _____	
5a. Federal Entity Identifier: _____	5b. Federal Award Identifier: _____	
State Use Only:		
6. Date Received by State: _____	7. State Application Identifier: _____	
8. APPLICANT INFORMATION:		
* a. Legal Name: <input type="text" value="Town of Wellfleet"/>		
* b. Employer/Taxpayer Identification Number (EIN/TIN): _____	* c. UEI: _____	
d. Address:		
* Street1: _____	_____	
Street2: _____	_____	
* City: _____	_____	
County/Parish: _____	_____	
* State: _____	_____	
Province: _____	_____	
* Country: <input type="text" value="USA: UNITED STATES"/>	_____	
* Zip / Postal Code: _____	_____	
e. Organizational Unit:		
Department Name: _____	Division Name: _____	
f. Name and contact information of person to be contacted on matters involving this application:		
Prefix: _____	* First Name: _____	
Middle Name: _____	_____	
* Last Name: _____	_____	
Suffix: _____	_____	
Title: _____		
Organizational Affiliation: _____		
* Telephone Number: _____	Fax Number: _____	
* Email: _____		

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

USDA Natural Resources Conservation Service

11. Catalog of Federal Domestic Assistance Number:

CFDA Title:

*** 12. Funding Opportunity Number:**

N/A

* Title:

N/A

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

*** 15. Descriptive Title of Applicant's Project:**

Design and Installation of a stormwater treatment system to treat over 600 feet of Lieutenant Island Road to improve water quality from seven outfalls of the road that enter shellfishing areas.

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant

* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal	<input type="text" value="1,572,500.00"/>
* b. Applicant	<input type="text" value="462,500.00"/>
* c. State	<input type="text"/>
* d. Local	<input type="text"/>
* e. Other	<input type="text"/>
* f. Program Income	<input type="text"/>
* g. TOTAL	<input type="text" value="2,035,000.00"/>

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

Yes No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

**** I AGREE**

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:

Middle Name:

* Last Name:

Suffix:

* Title:

* Telephone Number: Fax Number:

* Email:

* Signature of Authorized Representative: * Date Signed:

Certification Regarding Lobbying

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Town of Wellfleet
Organization Name

Lieutenant Island SW Project
PR/Award Number or Project Name

Name and Title of Authorized Representative

Signature

Date

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009
Expiration Date: 02/28/2025

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.





PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant:, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE 
APPLICANT ORGANIZATION 	DATE SUBMITTED 

SF424 (Application for Federal Assistance) and SF424A
(Budget Information) Instructions
For Farm Production and Conservation (FPAC) Agencies:
Business Center, Farm Service Agency, Natural Resources
Conservation Service, Risk Management Agency

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ATTACHMENT 1: SF424A SAMPLE

If applying to an opportunity on Grants.gov, complete the forms in the opportunity package. For all other applications, use the forms available on Grants.gov: <https://www.grants.gov/web/grants/forms/sf-424-family.html>

FBAC-BC GRANTS AND AGREEMENTS WEBSITE
<https://www.fpacbc.usda.gov/about/grants-and-agreements/apply-to-a-funding-opportunity/index.html>

1. SF-424 PREPARATION

Instructions for new agreement applications only. Separate instructions apply to amendments.

Applicants must review these instructions to ensure that the form is completed correctly. This will reduce the likelihood that the form will need to be returned for correction and potentially delay execution of any resultant agreement.

Columns one and two below correlate to the blocks on the Form SF-425. Column 3 includes the Office of Management and Budget (OMB) Standard Form instructions, and the final column includes FPAC Agency specific guidance to be used to complete the form.

Block	Field Name	SF-424 Instructions (V4.0)	FPAC Agency Guidance
1	Type of Submission	Select one type of submission in accordance with agency instructions. <ul style="list-style-type: none"> • Pre-application • Application • Changed/Corrected Application - Check if this submission is to change or correct a previously submitted application. Unless requested by the agency, applicants may not use this form to submit changes after the closing date. Required.	Select "Application" if this is the first application submitted. If updating an application recently submitted, choose Changed/Corrected Application.
2	Type of Application	Select one type of application in accordance with agency instructions.	Applicants should generally select "New". If, however, the applicable Notice of Funding Opportunity (NFO) allows the

		<ul style="list-style-type: none"> • New - An application that is being submitted to an agency for the first time. • Continuation - An extension for an additional funding/budget period for a project with a projected completion date. This can include renewals. • Revision - Any change in the federal government's financial obligation or contingent liability from an existing obligation. If a revision, enter the appropriate letter(s). More than one may be selected. <ul style="list-style-type: none"> A: Increase Award B: Decrease Award C: Increase Duration D: Decrease Duration E: Other (specify) AC: Increase Award, Increase Duration AD: Increase Award, Decrease Duration BC: Decrease Award, Increase Duration BD: Decrease Award, Decrease Duration <p>Required.</p>	<p>submission of renewals or supplements (see section B of the NFO) and the application meets the NFO description of one of these categories, then choose "Continuation or Revision" and the appropriate letter(s).</p>
3	Date Received	<p>Enter date if form is submitted through other means as instructed by the Federal agency. The date received is completed electronically if submitted via Grants.gov.</p> <p>Required.</p>	<p>Not completed by applicant. This is a required field and will be populated automatically by Grants.gov.</p>
4	Applicant Identifier	<p>Enter the entity identifier assigned by the Federal agency, if any, or the applicant's control number if applicable.</p> <p>Optional.</p>	<p>Optional/not required.</p>
5a	Federal Entity Identifier	<p>Enter the number assigned to your organization by the federal agency, if any.</p> <p>Optional.</p>	<p>Leave blank.</p>
5b	Federal Award Identifier	<p>For new applications, leave blank. For a continuation or revision to an existing award, enter the previously assigned federal award identifier number. If a changed/corrected application, enter the federal identifier in accordance with agency instructions.</p>	<p>Leave blank if you are submitting a new application (item 2). If submitting another type (e.g., renewal or supplement), enter the assigned Award Identifying Number (block 1 on the Notice of Grant and Agreement Award). If submitting a changed/corrected application in Grants.gov, include the Grants.gov tracking number for previously submitted</p>

		Optional.	application.
6	Date Received by State	Leave this field blank. This date will be assigned by the state, if applicable. Optional.	Leave blank.
7	State Application Identifier	Leave this field blank. This identifier will be assigned by the state, if applicable. Optional.	Leave blank.
8a	Applicant Legal Name	Enter the legal name of the applicant that will undertake the assistance activity. This is the organization that has registered with the System for Award Management (SAM). Information on registering with SAM may be obtained by visiting SAM.gov. Required.	This name must be consistent with the name as registered in the System for Award Management (SAM). If the name in SAM is not correct, update it accordingly. If you are applying as an individual, use your legal name as in the Social Security system.
8b	Applicant Employer/Taxpayer Identification Number (EIN/TIN)	Enter the employer or taxpayer identification number (EIN or TIN) as assigned by the Internal Revenue Service. If your organization is not in the US, enter 44-444444. Required.	This number must be consistent with the number in the applicant's SAM registration. If you are applying as an individual, use your Social Security number.
8c	Unique Entity Identifier (UEI)	Enter the organization's UEI received from SAM. The UEI is a unique 12-character organization identifier. Information on registering with System for Award Management (SAM.gov) may be obtained by visiting the Grants.gov website. Required.	As of April 2022, the SAM-assigned UEI replaces the DUNS. If you are applying as an individual, this field must be 00000000INDV.
8d	Applicant Address	Enter address: Street 1 (required); City (required); County/Parish, State (required if country is US); Province; Country (required); 9-digit ZIP/Postal Code (required if country is US). If +4 does not exist for the address, enter "0000". Required.	This address must be consistent with the address in the applicant's SAM registration.
8e	Applicant Organizational Unit	Enter the name of the primary organizational unit, department, or division that will undertake the assistance activity. Optional.	Not required.
8f	Applicant Contact Information	Enter the first and last name (required), prefix, middle name, suffix, and title. Enter organizational affiliation if affiliated with an organization other than that in 7.a. Telephone	This does not necessarily need to be the person with authority to sign the application. It is a point of contact for agency staff to contact regarding the application.

		number and email (required); fax number. Required.	
9	Type of Applicant 1	<p>Select a minimum of one applicant type or select up to three applicant types in accordance with agency instructions. If "Other" is selected, then specify Other Type of Applicant in text box.</p> <ul style="list-style-type: none"> A. State Government B. County Government C. City or Township Government D. Special District Government E. Regional Organization F. U.S. Territory or Possession G. Independent School District H. Public/State Controlled Institution of Higher Education I. Indian/Native American Tribal Government (Federally Recognized) J. Indian/Native American Tribal Government (Other than Federally Recognized) K. Indian/Native American Tribally Designated Organization L. Public/Indian Housing M. Nonprofit N. Private Institution of Higher Education O. Individual P. For-Profit Organization (Other than Small Business) Q. Small Business R. Hispanic-serving Institution S. Historically Black Colleges and Universities (HBCUs) T. Tribally Controlled Colleges and Universities (TCCUs) U. Alaska Native and Native Hawaiian Serving Institutions V. Non-US Entity W. Other (specify) <p>Required.</p>	The selection must be consistent with the entity type listed in the applicant's SAM registration.

10	Name of Federal Agency	Enter the name of the federal agency from which assistance is being requested with this application. This information is pre-populated if submitting through Grants.gov. Required.	Enter the applicable agency if not automatically populated: <ul style="list-style-type: none"> • FSA-Farm Service Agency • RMA-Risk Management Agency • NRCS-Natural Resource Conservation Service • FBC-Farm Production and Conservation Business Center
11	Catalog of Federal Domestic Assistance Number/Federal Assistance Listing and Title a.k.a. Federal Assistance Listing	Enter the Catalog of Federal Domestic Assistance number and title of the program under which assistance is requested, as found in the program announcement, if applicable. This information is pre-populated if using Grants.gov. Required.	If not automatically populated, leave blank.
12	Funding Opportunity Number and Title	Enter the Funding Opportunity Number and title of the opportunity under which assistance is requested as found in the program announcement. This information is pre-populated if using Grants.gov. Required.	If not automatically populated, enter the opportunity number and title. If unknown leave blank.
13	Competition Identification Number and Title	Enter the competition identification number and title of the competition under which assistance is requested, if applicable. These fields are pre-populated by Grants.gov if provided by the federal agency. Optional.	Leave blank.
14	Areas Affected by Project (Cities, Counties, States, etc.)	This data element is intended for use only by programs for which the area(s) affected are likely to be different from the place(s) of performance reported on the SF-424 Project/Performance Site Location(s) Form. Add attachment to enter additional areas, if needed. Optional.	Leave blank.
15	Descriptive Title of Applicant's Project	Enter a brief descriptive title of the project. Supporting documents may be attached if specified in agency instructions. Optional.	Enter a concise but informative title for the project (maximum of 200 characters).
16a	Congressional District of Applicant	16a. Enter the applicant's congressional district. Required.	Enter the Congressional district based on the physical address of the applicant as listed in the applicant's SAM registration. District numbers can be found at

			http://www.house.gov/representatives/find/ .
16b	Congressional District(s) of Program/Project	16b. Enter the primary district affected by the program or project. Enter in the following format: 2-character state abbreviation – 3 characters district number, e.g., CA-005 for California 5th district, CA-012 for California 12th district, NC-103 for North Carolina’s 103rd district. If all congressional districts in a state are affected, enter “all” for the district number, e.g., MD-all for all congressional districts in Maryland. If nationwide, i.e., all districts within all states are affected, enter US-all. If the program/project is outside the US, enter 00.000. This optional data element is intended for use only by programs for which the area(s) affected are likely to be different than place(s) of performance reported on the SF-424 Project/Performance Site Location(s) form. Attach an additional list of program/project congressional districts, if needed. Required.	District numbers can be found at http://www.house.gov/representatives/find/ . If an additional list of program/project congressional districts is to be attached to a Grants.gov opportunity, upload it under Other Attachments (listed as an Optional Form) in the Grants.gov Opportunity Package.
17a	Proposed Project Start Date	Enter the proposed start date of the project. Required.	If applying in response to a Grants.gov opportunity, refer to section B of the NFO.
17b	Proposed Project End Date	Enter the proposed end date of the project. Required.	If applying in response to a Grants.gov opportunity, refer to section B of the NFO.
18a-g	Estimated Funding	Enter the amount requested, or to be contributed during the first funding/budget period by each contributor. Value of in-kind contributions should be included on appropriate lines, as applicable. If the action will result in a dollar change to an existing award, indicate only the amount of the change. For decreases, enclose the amounts in parentheses. For zero funding, enter 0. Required.	Enter the project’s total amount of funding for each category below. These values must be consistent with the values on the SF-424A and the Budget Narrative. Only include amounts for items b. through f. to meet the required cost-share/match, if any, identified in the NFO. a. Federal: enter the amount of Federal funds being requested. b. Applicant: enter cost share/match being provided by the applicant itself. Do not include cost share/match being provided by commitments from other sources; those amounts are to be included in items c., d., and e, as applicable. c. State: enter the amount of any cost share/match

			<p>being provided by a State government entity.</p> <p>d. Local: enter the amount of any cost share/match being provided by a Local government entity.</p> <p>e. Other: enter the amount of any cost share/match being provided by a source other than those listed above.</p> <p>f. Program Income: enter the amount of program income (if any) used for meeting cost share/match requirements (see 2 CFR 200.80 and 200.307).</p> <p>g. Total: This field is automatically calculated. It is the sum of all amounts in the categories (items a. through f.) above.</p>
19	Executive Order 12372	Applicants should contact the State Single Point of Contact (SPOC) for Federal Executive Order 12372 to determine whether the application is subject to the State intergovernmental review process. Select the appropriate box. If "A." is selected, enter the date the application was submitted to the State. Required.	<p>Select the applicable response as to whether or not the application is subject to State review under state laws or procedures. Executive Order 12372 can be found at https://www.archives.gov/federal-register/codification/executive-order/12372.html.</p> <p>The Intergovernmental Review Single Point of Contact list can be found at https://www.whitehouse.gov/wp-content/uploads/2020/04/SPOC-4-13-20.pdf.</p>
20	Federal Debt Delinquency	Select the appropriate box. This question applies to the applicant organization, not the person who signs as the authorized representative. Categories of federal debt include but may not be limited to delinquent audit disallowances, loans, and taxes. If yes, include an explanation in an attachment. Required.	No additional instructions
21	Certification and Signature	To be signed and dated by the authorized representative of the applicant organization. Enter the first and last name (required), prefix, middle name, and suffix. Enter title, telephone number, fax number, and email. Fax number is not required. A copy of the governing body's authorization for you to sign this application as the official representative must be on file in the applicant's office. (Certain federal agencies may require that this authorization be submitted as part of the application.) If the application is submitted via Grants.gov, the	If not submitted through Grants.gov, the authorized representative must click the box. and provide either an ink signature or digital signature/digital certificate (cannot be a script font).

		signature of the authorized representative and the date signed are completed upon submission. Required.	
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2. SF-424A PREPARATION

Applicants must review these instructions to ensure the form is completed correctly. This will reduce the likelihood that the form will need to be returned for correction and potentially delay execution of any resultant agreement.

SECTION A – BUDGET SUMMARY			
Column	Field Name	Form SF-424A Instructions (V1.0)	FPAC Agency Guidance
1(a)	Grant Program Function or Activity	Enter the name of the activity or function. At least one is required.	FPAC agencies do not require the project budget be broken down into separate programs, functions, or activities on this form. That level of detail, if desired, is reserved for the Budget Narrative which is a related, but separate document. Enter "Federal" in 1(a) and, if cost-share/match is required, enter "Non-Federal" in 2(a). Leave the remaining rows blank.
1(b)	Catalog of Federal Domestic Assistance Number	Enter the Catalog of Federal Domestic Assistance Number. At least one is required.	If not automatically populated, leave blank. Leave the remaining rows blank.
1(c-d)	Estimated Unobligated Funds: Federal and Non-Federal	For new applications, leave Column (c) and (d) blank. For each line entry in Columns (a) and (b), enter in Columns (e), (f), and (g) the appropriate amounts of funds needed to support the project for the first funding period (usually a year). For continuing grant program applications, submit these forms before the end of each funding period as required by the grantor agency. Enter in Columns (c) and (d) the estimated amounts of funds which will remain unobligated at the end of the grant funding period only if the federal grantor agency instructions provide for this. Otherwise, leave these columns blank. Enter in columns (e) and (f) the amounts of funds needed for the upcoming period. The amount(s) in Column (g) should be the sum of the amounts in Columns (e) and (f). For supplemental grants and changes to existing grants, do not use Columns (c) and (d). Enter in Column (e) the amount of the increase or decrease of federal funds and enter in Column (f) the amount of the increase or decrease of non-federal funds. In Column (g) enter the new total	Leave all rows of columns (c) and (d) blank.

		budgeted amounts plus or minus, as appropriate, the amounts shown in Columns (e) and (f). The amount(s) in Column (g) should not equal the sum of the amounts in Columns (e) and (f). Conditionally required.	
1(e)	New or Revised Budget: Federal	<p>For new applications, leave Column (c) and (d) blank. For each line entry in Columns (a) and (b), enter in Columns (e), (f), and (g) the appropriate amounts of funds needed to support the project for the first funding period (usually a year). For continuing grant program applications, submit these forms before the end of each funding period as required by the grantor agency. Enter in Columns (c) and (d) the estimated amounts of funds which will remain unobligated at the end of the grant funding period only if the federal grantor agency instructions provide for this. Otherwise, leave these columns blank. Enter in columns (e) and (f) the amounts of funds needed for the upcoming period. The amount(s) in Column (g) should be the sum of the amounts in Columns (e) and (f).</p> <p>For supplemental grants and changes to existing grants, do not use Columns (c) and (d). Enter in Column (e) the amount of the increase or decrease of federal funds and enter in Column (f) the amount of the increase or decrease of non-federal funds. In Column (g) enter the new total budgeted amounts plus or minus, as appropriate, the amounts shown in Columns (e) and (f). The amount(s) in Column (g) should not equal the sum of the amounts in Columns (e) and (f). Conditionally required.</p>	Enter the total amount of the Federal funds requested in Row 1, column (e). Leave the remaining rows column (e) blank. This amount must be consistent with the amount in Block 18a of the SF-424.
1(f)	New or Revised Budget: Non-Federal	<p>For new applications, leave Column (c) and (d) blank. For each line entry in Columns (a) and (b), enter in Columns (e), (f), and (g) the appropriate amounts of funds needed to support the project for the first funding period (usually a year). For continuing grant program applications, submit these forms before the end of each funding period as required by the grantor agency.</p>	Enter the total amount of the required Non-Federal cost share/match, if applicable, in Row 2, column (f) and leave the remaining rows of column (f) blank. This amount must be consistent with the total amount of Blocks 18b through 18f of the SF-424.

		<p>Enter in Columns (c) and (d) the estimated amounts of funds which will remain unobligated at the end of the grant funding period only if the federal grantor agency instructions provide for this. Otherwise, leave these columns blank. Enter in columns (e) and (f) the amounts of funds needed for the upcoming period. The amount(s) in Column (g) should be the sum of the amounts in Columns (e) and (f).</p> <p>For supplemental grants and changes to existing grants, do not use Columns (c) and (d). Enter in Column (e) the amount of the increase or decrease of federal funds and enter in Column (f) the amount of the increase or decrease of non-federal funds. In Column (g) enter the new total budgeted amounts plus or minus, as appropriate, the amounts shown in Columns (e) and (f). The amount(s) in Column (go) should not equal the sum of the amounts in Columns (e) and (f). Conditionally required.</p>	
1(g)	Total	Total for Row 1(a) – 1(f). If using electronic form, these numbers are auto calculated. Required.	This auto-calculates and must be consistent with the total amount in Block 18(a) of the SF424.
5	Totals	Total for each column. IF using electronic form, these numbers are auto calculated. Required.	This auto-calculates. Block 5(g) is the total proposed application budget.
SECTION B – BUDGET CATEGORIES			
6(1-2)	Grant Program Function or Activity 1 - 2	In the column headings (1) through (4), enter the titles of the same programs, functions, and activities shown on Lines 1-4, column (a), Section A. When additional sheets are prepared for Section A, provide similar column headings on each sheet. For each Grant Program, Function or Activity, fill in the total requirements for funds (both federal and non-federal) by object class categories. If using the Budget Information form through Grants.gov, the Grant Program, Function, or Activity is pre-populated by the Grant Program Function or Activity from column (A) in Section A – Budget Summary.	<p>The form will auto-populate “Federal” in the heading of Column 1. See the Budget Narrative Guidance https://www.fpacbc.usda.gov/about/grants-and-agreements/apply-to-a-funding-opportunity/index.html for guidance on what types of costs to include in each category.</p> <p>The form will auto-populate “Non-Federal” in the heading of Column 2. See the Budget Narrative Guidance https://www.fpacbc.usda.gov/about/grants-and-agreements/apply-to-a-funding-opportunity/index.html for guidance on what types of costs to include in each category.</p>

		Required.	
6(3-4)	Grant Program Function or Activity 3 - 4	In the column headings (3) through (4), enter the titles of the same programs, functions, and activities shown on Lines 3-4, column (a), Section A. When additional sheets are prepared for Section A, provide similar column headings on each sheet. For each Grant Program, Function or Activity, fill in the total requirements for funds (both federal and non-federal) by object class categories. If using the Budget Information form through Grants.gov, the Grant Program, Function, or Activity is pre-populated by the Grant Program Function or Activity from column (A) in Section A – Budget Summary. Required.	Leave all rows of this entire column blank.
6(a)	Personnel	Enter funds required for purpose/column heading from the selected program. If not applicable, leave blank. Optional.	Refer to Budget Narrative Guidance. This is an attachment to the NFO or is available at https://www.fpacbc.usda.gov/about/grants-and-agreements/apply-to-a-funding-opportunity/index.html .
6(b)	Fringe Benefits		
6(c)	Travel		
6(d)	Equipment		
6(e)	Supplies		
6(f)	Contractual		
6(g)	Construction		
6(h)	Other		
6(i)	Total Direct Charges (sum of 6(a) thru 6(h))	Sum of 6(a) thru 6(h). If using electronic form, these numbers are auto calculated. Required.	This auto-calculates.
6(j)	Indirect Charges	Enter the amount of indirect costs. If not applicable, leave blank. Optional.	Refer to Budget Narrative Guidance, which is included as an attachment to the NFO or is available at https://www.fpacbc.usda.gov/about/grants-and-agreements/apply-to-a-funding-opportunity/index.html .
6(k)	TOTALS (sum of 6(i) thru 6(j))	Enter the total of amounts on Lines 6i and 6j. (This amount is auto calculated if using Grants.gov.) For all applications for new grants	Row 6(k) of Columns (1) and (2) will auto-populate; all other columns should be blank.

		and continuation grants, the total amount in column (5), Line 6k, should be the same as the total amount shown in Section A, Column (g), Line 5. For supplemental grants and changes to grants, the total amount of the increase or decrease as shown in Columns (1)-(4), Line 6k should be the same as the sum of the amounts in Section A, Columns (e) and (f) on Line 5. If using electronic form, these numbers are auto calculated. Required.	The total must be consistent with the Federal total in Section A (row 5 columns (e) and (f)). All costs must comply with the cost principles of 2 CFR Part 200 , Subpart E – Cost Principles. All costs must be allowable (2 CFR 200.403), allocable to the agreement (2 CFR 200.405), and reasonable in amount (2 CFR 200.404).
7	Program Income	Enter the estimated amount of total income, if any, expected to be generated from this project. If not applicable, leave blank. Optional.	If your project does not expect program income to be generated, leave this blank. Program income (see 2 CFR 200.1) 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). Program income includes but is not limited to income from fees for services performed, the use or rental or 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. This is the amount expected but may not necessarily be what is achievable under a resultant agreement.
SECTION C – NON-FEDERAL RESOURCES			
8(a)	Grant Program Function or Activity 1	Name of the grant program from which funds will be derived. Defaults to the corresponding program name in section A; but may be overwritten if called for by the instructions for this funding opportunity. Required.	This will auto-populate.
8(b-d)	Grant Program Function or Activity 2 - 4	Enter resources provided by the applicant for the selected program. If not applicable, leave blank. Optional.	Leave blank.
8(e)	(e) Total of Non-Federal Resources for Grant Program sum of line (a) through (d)	Total Sum of 8(b) thru 8(d). Required.	Leave blank.

12(b) thru 12(e)	Total (sum of lines 8-11)	Total for each column. If using electronic form, these numbers are auto calculated. Required.	
SECTION D – FORECASTED CASH NEEDS			
13	Federal Total for 1 st Year	Sum of Federal 1st Quarter – 4th Quarter Forecasted Cash Needs. If using electronic form, these numbers are auto calculated. Required.	Per agency guidance leave blank.
	Federal Forecasted Cash Needs for 1 st Quarter – 4 th Quarter	Enter the forecasted cash needs from federal sources for each quarter of the first program year. If not applicable, leave blank. Optional.	Leave blank.
14	Non-Federal for 1 st Year	Sum of Non-Federal 1st Quarter – 4th Quarter Forecasted Cash Needs. If using electronic form, these numbers are auto calculated. Required.	Per agency guidance leave blank.
	Non-Federal Forecasted Cash Needs for 1 st Quarter – 4 th Quarter	Enter the forecasted cash needs from non-federal sources for each quarter of the first program year. If not applicable, leave blank. Optional.	Leave blank.
15	TOTAL (sum of lines 13 and 14)	Total for each column. If using electronic form, these numbers are auto calculated. Required.	Per agency guidance leave blank.
	Total Forecasted 1st Year	Total Sum of 1st Year Federal and Non-Federal Forecasted Cash Needs. If using electronic form, these numbers are auto calculated. Required.	
	Total Forecasted 1 st Quarter – 4 th Quarter	Total each Quarter Federal and Non-Federal Forecasted Cash Needs. If using electronic form, these numbers are auto calculated. Optional.	Leave blank.
SECTION E – BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT			
16(a)	Grant Program	Name of the grant program from which funds will be derived. Defaults to the corresponding program name in section A; but may be overwritten if called for by the instructions for this funding opportunity. Required.	This will auto-populate.

16(b-d)	First Future Funding Period (year) – Third Future Funding Period (year)	Enter the estimated federal funds that will be required in each of the additional funding years for the selected program. Optional.	Leave blank.
16(e)	Fourth Future Funding Period (year)	Enter the estimated federal funds that will be required in the fourth funding year for the selected program. Optional.	Leave blank.
20	Total (sum of lines 16-19)	Total Sum of Estimated Federal Funds needed for balance of project per year. Auto calculated. Required.	Leave blank.
SECTION F – OTHER BUDGET INFORMATION			
21	Direct Charges	Use this space to explain amounts for individual direct object class cost categories that may appear to be out of the ordinary or to explain the details as required by the Federal grantor agency.	Leave blank.
22	Indirect Charges	Enter the type of indirect rate (provisional, predetermined, final or fixed) that will be in effect during the funding period, the estimated amount of the base to which the rate is applied, and the total indirect expense.	
23	Remarks	Provide any other explanations or comments deemed necessary.	

BUDGET INFORMATION - Construction Programs

NOTE: Certain Federal assistance programs require additional computations to arrive at the Federal share of project costs eligible for participation. If such is the case, you will be notified.

COST CLASSIFICATION		a. Total Cost	b. Costs Not Allowable for Participation	c. Total Allowable Costs (Columns a-b)
1.	Administrative and legal expenses	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
2.	Land, structures, rights-of-way, appraisals, etc.	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
3.	Relocation expenses and payments	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
4.	Architectural and engineering fees	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
5.	Other architectural and engineering fees	TA \$ <input type="text" value="75,000.00"/>	\$ <input type="text"/>	\$ <input type="text" value="75,000.00"/>
6.	Project inspection fees	TA \$ <input type="text" value="110,000.00"/>	\$ <input type="text"/>	\$ <input type="text" value="110,000.00"/>
7.	Site work	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
8.	Demolition and removal	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
9.	Construction	FA \$ <input type="text" value="1,850,000.00"/>	\$ <input type="text"/>	\$ <input type="text" value="1,850,000.00"/>
10.	Equipment	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
11.	Miscellaneous	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
12.	SUBTOTAL (sum of lines 1-11)	\$ <input type="text" value="2,035,000.00"/>	\$ <input type="text"/>	\$ <input type="text" value="2,035,000.00"/>
13.	Contingencies	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
14.	SUBTOTAL	\$ <input type="text" value="2,035,000.00"/>	\$ <input type="text"/>	\$ <input type="text" value="2,035,000.00"/>
15.	Project (program) income	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
16.	TOTAL PROJECT COSTS (subtract #15 from #14)	\$ <input type="text" value="2,035,000.00"/>	\$ <input type="text"/>	\$ <input type="text" value="2,035,000.00"/>
FEDERAL FUNDING				
17. Federal assistance requested, calculate as follows: (Consult Federal agency for Federal percentage share.) Enter the resulting Federal share.		Enter eligible costs from line 16c	Multiply X <input type="text" value="75"/> %	FA \$ <input type="text" value="1,387,500.00"/>
			100 %	TA \$ <input type="text" value="185,000.00"/>

STATEMENT OF WORK FOR NRCS AGREEMENT

SPONSOR: Town of Wellfleet

PROJECT: Lieutenant Island Road Stormwater Treatment Project

WATERSHED FLOOD PREVENTION OPERATIONS
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", for the design and implementation of the Lieutenant Island Road Stormwater Treatment Project (ID# WE-SW-A-G) to improve water quality in nearby shellfishing areas under the Watershed Flood Prevention Operations (WFPO) Program's Cape Cod Water Resources Restoration Project.

OBJECTIVES

The installation of a new stormwater collection and treatment system to treat over 600 feet of Lieutenant Island Road to improve water quality to the seven outfalls from the road that enter shellfishing areas. The shellfishing areas have good populations of hard and softshell crabs on the north side of the road and oysters along the southern section.

BUDGET NARRATIVE

The official budget described in this Budget Narrative will be considered the total budget as last approved by the Federal awarding agency for this award.

Amounts included in this budget narrative are estimates. Reimbursement will be based on actual expenditures, not to exceed the amount obligated.

1. Total Estimated Project Budget: \$2,035,000.00

The budget includes:

Financial Assistance (FA) Costs for Construction (75% NRCS \$1,387,500, 25% Sponsor \$462,500):
\$1,850,000 in Construction Costs

Technical Assistance (TA) funds 100% NRCS:
\$185,000 in Project Management Costs

2. NRCS pays up to 75 percent of eligible construction costs, not to exceed \$1,387,500 and up to \$185,000 for eligible project management costs. Sponsor pays at least 25 percent of construction costs (estimated to be \$462,500) and all other project costs.
3. 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.

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4. NRCS will provide FA up to the amount of **\$1,387,500.00**, not exceeding actual eligible costs, as reimbursement to the Sponsor for approved on-the-ground construction costs. The Sponsor will provide the remaining construction funds, which will be at least 25% of the construction costs.
5. NRCS will provide TA up to the amount of **\$185,000.00**, not exceeding actual costs, as reimbursement to the Sponsor for eligible administrative costs directly charged to the project. These project administrative costs include but are not limited to soliciting, evaluating, awarding, and administering contracts for construction. Contract administration includes construction inspection, verification of invoices and installed quantities, recordkeeping, termination, and closeout documentation.
6. Construction Costs are expenses incurred for labor, materials, equipment, and services associated with installing the proposed stormwater treatment measures. These include direct costs associated with items such as site controls to facilitate construction, earthwork removal or replacement, purchase and installation of materials and appurtenances, restoration of disturbed areas, and other incidental items necessary to complete the work and stabilize the sites.

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 the work of improvement prior to moving into 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.

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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 or other procedure and documentation policy accepted by NRCS.
12. Obtain NRCS acceptance of the final design package prior to soliciting contractors to install the project. The design package 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.
 - a. The design shall include an assessment of sea level rise and ensure the stormwater treatment measures will function to 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 570, Stormwater Runoff Control, which requires the capture and treatment of the first inch of rainfall runoff over the contributing watershed and a minimum two-foot separation between the bottom of the treatment measure and the high groundwater elevation. In

STATEMENT OF WORK FOR NRCS AGREEMENT

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additional, the design and construction of the project shall meet and conform 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. 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.
18. Dispose of all claims resulting from the contract; secure prior written concurrence of the State Conservationist if NRCS funds are involved.
19. 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.
20. 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.
21. 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.
22. 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.

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23. Submit reports and payment requests to the local NRCS Project Manager and 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:

24. Performance reports: *semi-annual* Each report shall include a statement of progress, including the results to date and a comparison of actual accomplishments with proposed goals for the period; any current problems or unusual developments or delays; and work to be performed during the succeeding period if applicable.
25. 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.

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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. Provide a design, construction specifications, and drawings in accordance with standard 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.
2. Develop a quality assurance plan (QAP) for the project and submit it for NRCS review and concurrence.
3. The sponsor must provide NRCS with documentation of the actual cost incurred for the services acquired.
4. The Sponsor must provide NRCS with a signed Operation and Maintenance Agreement 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.
5. 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.
6. Schedule and facilitate a pre-construction meeting with the contractor, professional registered project engineer and representatives of the Sponsor and NRCS.
7. Provide all construction inspection and quality assurance for the project but must allow NRCS to perform periodic progress checks.

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- 8. 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.”
- 9. 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.
- 10. 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.
- 11. 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.
- 12. 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 Designs	September 2022
Announcement and solicitation of construction contracts	November 2022
Award construction contracts	December 2022
Date of estimated completion of construction	October 2023
Submission of As-built Documentation to NRCS	December 2023

**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 (FAPIS).
- 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 (FAPIS)) 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.

Budget Narrative
Lieutenant Island Stormwater Treatment Project
Town of Wellfleet, MA

Total Project Budget: \$2,035,000

The budget includes:

Technical Assistance (TA) Costs:

- \$185,000 in Project Administration Costs (NRCS 100%)

Financial Assistance (FA) Costs:

- \$1,850,000 in Construction Costs (NRCS 75% Share: \$1,387,500, Sponsor 25% Share: \$462,500)

The Project Administration costs are for the solicitation, award and administration of the contract awarded for construction. Costs for solicitation and award include preparation of the construction contract solicitations, review of bids, contract coordination, and selection of a construction company. Costs for contract administration include compliance, construction inspection, verification of invoices and installed quantities, recordkeeping, termination, and closeout.

Construction Costs are expenses incurred for labor, material, equipment, and services associated with structural and land management implementation. Such costs include, but are not limited to, direct costs associated with items such as earthwork removal or replacement, purchase and installation of materials and appurtenances, restoration of disturbed areas, and other incidental items necessary to complete the work and stabilize the site.

BUDGET INFORMATION - Non-Construction Programs

SECTION A - BUDGET SUMMARY

Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. Federal		\$	\$	113,850.00		113,850.00
2. Non-Federal					38,500.00	38,500.00
3.						
4.						
5. Totals		\$	\$	113,850.00	38,500.00	152,350.00

SECTION B - BUDGET CATEGORIES

6. Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY				Total (5)
	(1) Federal	(2) Non-Federal	(3)	(4)	
a. Personnel	\$ 80,000.00	\$ 28,000.00	\$	\$	\$ 108,000.00
b. Fringe Benefits	20,000.00	7,000.00			27,000.00
c. Travel	3,000.00				3,000.00
d. Equipment					
e. Supplies	500.00				500.00
f. Contractual					
g. Construction					
h. Other					
i. Total Direct Charges (sum of 6a-6h)	103,500.00	35,000.00			\$ 138,500.00
j. Indirect Charges	10,350.00	3,500.00			\$ 13,850.00
k. TOTALS (sum of 6i and 6j)	\$ 113,850.00	\$ 38,500.00	\$	\$	\$ 152,350.00
7. Program Income	\$	\$	\$	\$	\$

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Standard Form 424A (Rev. 7-97)
Prescribed by OMB (Circular A -102) Page 1A

SECTION C - NON-FEDERAL RESOURCES

(a) Grant Program		(b) Applicant	(c) State	(d) Other Sources	(e) TOTALS
8.	Federal	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
9.	Non-Federal	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
10.	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
11.	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
12. TOTAL (sum of lines 8-11)		\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>

SECTION D - FORECASTED CASH NEEDS

	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13. Federal	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
14. Non-Federal	\$ <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
15. TOTAL (sum of lines 13 and 14)		\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>

SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT

(a) Grant Program	FUTURE FUNDING PERIODS (YEARS)				
	(b) First	(c) Second	(d) Third	(e) Fourth	
16. Federal	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	
17. Non-Federal	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
18.	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
19.	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
20. TOTAL (sum of lines 16 - 19)		\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>

SECTION F - OTHER BUDGET INFORMATION

21. Direct Charges: <input type="text"/>	22. Indirect Charges: <input type="text"/>
23. Remarks: <input type="text"/>	

Kendrick Avenue

Application for Federal Assistance SF-424		
* 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application		
* 2. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision		
* If Revision, select appropriate letter(s): _____ * Other (Specify): _____		
* 3. Date Received: _____		4. Applicant Identifier: _____
5a. Federal Entity Identifier: _____		5b. Federal Award Identifier: _____
State Use Only:		
6. Date Received by State: _____		7. State Application Identifier: _____
8. APPLICANT INFORMATION:		
* a. Legal Name: Town of Wellfleet		
* b. Employer/Taxpayer Identification Number (EIN/TIN): _____		* c. UEI: _____
d. Address:		
* Street1: _____		
Street2: _____		
* City: _____		
County/Parish: _____		
* State: _____		
Province: _____		
* Country: USA: UNITED STATES		
* Zip / Postal Code: _____		
e. Organizational Unit:		
Department Name: _____		Division Name: _____
f. Name and contact information of person to be contacted on matters involving this application:		
Prefix: _____		* First Name: _____
Middle Name: _____		
* Last Name: _____		
Suffix: _____		
Title: _____		
Organizational Affiliation: _____		
* Telephone Number: _____		Fax Number: _____
* Email: _____		

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

USDA Natural Resources Conservation Service

11. Catalog of Federal Domestic Assistance Number:

CFDA Title:

*** 12. Funding Opportunity Number:**

N/A

* Title:

N/A

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

*** 15. Descriptive Title of Applicant's Project:**

Design of a stormwater treatment system and wall for runoff from Kendrick Ave. at Keller's Corners that drains directly to the largest shellfish aquaculture growing area in the state.

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant

* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal	<input type="text" value="54,000.00"/>
* b. Applicant	<input type="text" value="0.00"/>
* c. State	<input type="text"/>
* d. Local	<input type="text"/>
* e. Other	<input type="text"/>
* f. Program Income	<input type="text"/>
* g. TOTAL	<input type="text" value="54,000.00"/>

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

Yes No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

**** I AGREE**

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:

Middle Name:

* Last Name:

Suffix:

* Title:

* Telephone Number: Fax Number:

* Email:

* Signature of Authorized Representative: * Date Signed:

Certification Regarding Lobbying

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Town of Wellfleet

Organization Name

Kendrick Ave. SW Project

PR/Award Number or Project Name

Name and Title of Authorized Representative

Signature

Date

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009
Expiration Date: 02/28/2025

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.





PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant:, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE 
APPLICANT ORGANIZATION 	DATE SUBMITTED 

SF424 (Application for Federal Assistance) and SF424A
(Budget Information) Instructions
For Farm Production and Conservation (FPAC) Agencies:
Business Center, Farm Service Agency, Natural Resources
Conservation Service, Risk Management Agency

Contents

1.	SF-424 PREPARATION.....	2
2.	SF-424A PREPARATION.....	10
ATTACHMENT 1: SF424A SAMPLE		

If applying to an opportunity on Grants.gov, complete the forms in the opportunity package. For all other applications, use the forms available on Grants.gov: <https://www.grants.gov/web/grants/forms/sf-424-family.html>

FBAC-BC GRANTS AND AGREEMENTS WEBSITE

<https://www.fpacbc.usda.gov/about/grants-and-agreements/apply-to-a-funding-opportunity/index.html>

1. SF-424 PREPARATION

Instructions for new agreement applications only. Separate instructions apply to amendments.

Applicants must review these instructions to ensure that the form is completed correctly. This will reduce the likelihood that the form will need to be returned for correction and potentially delay execution of any resultant agreement.

Columns one and two below correlate to the blocks on the Form SF-425. Column 3 includes the Office of Management and Budget (OMB) Standard Form instructions, and the final column includes FPAC Agency specific guidance to be used to complete the form.

Block	Field Name	SF-424 Instructions (V4.0)	FPAC Agency Guidance
1	Type of Submission	Select one type of submission in accordance with agency instructions. <ul style="list-style-type: none"> • Pre-application • Application • Changed/Corrected Application - Check if this submission is to change or correct a previously submitted application. Unless requested by the agency, applicants may not use this form to submit changes after the closing date. Required.	Select "Application" if this is the first application submitted. If updating an application recently submitted, choose Changed/Corrected Application.
2	Type of Application	Select one type of application in accordance with agency instructions.	Applicants should generally select "New". If, however, the applicable Notice of Funding Opportunity (NFO) allows the

		<ul style="list-style-type: none"> • New - An application that is being submitted to an agency for the first time. • Continuation - An extension for an additional funding/budget period for a project with a projected completion date. This can include renewals. • Revision - Any change in the federal government's financial obligation or contingent liability from an existing obligation. If a revision, enter the appropriate letter(s). More than one may be selected. <ul style="list-style-type: none"> A: Increase Award B: Decrease Award C: Increase Duration D: Decrease Duration E: Other (specify) AC: Increase Award, Increase Duration AD: Increase Award, Decrease Duration BC: Decrease Award, Increase Duration BD: Decrease Award, Decrease Duration <p>Required.</p>	<p>submission of renewals or supplements (see section B of the NFO) and the application meets the NFO description of one of these categories, then choose "Continuation or Revision" and the appropriate letter(s).</p>
3	Date Received	<p>Enter date if form is submitted through other means as instructed by the Federal agency. The date received is completed electronically if submitted via Grants.gov.</p> <p>Required.</p>	<p>Not completed by applicant. This is a required field and will be populated automatically by Grants.gov.</p>
4	Applicant Identifier	<p>Enter the entity identifier assigned by the Federal agency, if any, or the applicant's control number if applicable.</p> <p>Optional.</p>	<p>Optional/not required.</p>
5a	Federal Entity Identifier	<p>Enter the number assigned to your organization by the federal agency, if any.</p> <p>Optional.</p>	<p>Leave blank.</p>
5b	Federal Award Identifier	<p>For new applications, leave blank. For a continuation or revision to an existing award, enter the previously assigned federal award identifier number. If a changed/corrected application, enter the federal identifier in accordance with agency instructions.</p>	<p>Leave blank if you are submitting a new application (item 2). If submitting another type (e.g., renewal or supplement), enter the assigned Award Identifying Number (block 1 on the Notice of Grant and Agreement Award). If submitting a changed/corrected application in Grants.gov, include the Grants.gov tracking number for previously submitted</p>

		Optional.	application.
6	Date Received by State	Leave this field blank. This date will be assigned by the state, if applicable. Optional.	Leave blank.
7	State Application Identifier	Leave this field blank. This identifier will be assigned by the state, if applicable. Optional.	Leave blank.
8a	Applicant Legal Name	Enter the legal name of the applicant that will undertake the assistance activity. This is the organization that has registered with the System for Award Management (SAM). Information on registering with SAM may be obtained by visiting SAM.gov. Required.	This name must be consistent with the name as registered in the System for Award Management (SAM). If the name in SAM is not correct, update it accordingly. If you are applying as an individual, use your legal name as in the Social Security system.
8b	Applicant Employer/Taxpayer Identification Number (EIN/TIN)	Enter the employer or taxpayer identification number (EIN or TIN) as assigned by the Internal Revenue Service. If your organization is not in the US, enter 44-4444444. Required.	This number must be consistent with the number in the applicant's SAM registration. If you are applying as an individual, use your Social Security number.
8c	Unique Entity Identifier (UEI)	Enter the organization's UEI received from SAM. The UEI is a unique 12-character organization identifier. Information on registering with System for Award Management (SAM.gov) may be obtained by visiting the Grants.gov website. Required.	As of April 2022, the SAM-assigned UEI replaces the DUNS. If you are applying as an individual, this field must be 00000000INDV.
8d	Applicant Address	Enter address: Street 1 (required); City (required); County/Parish, State (required if country is US); Province; Country (required); 9-digit ZIP/Postal Code (required if country is US). If +4 does not exist for the address, enter "0000". Required.	This address must be consistent with the address in the applicant's SAM registration.
8e	Applicant Organizational Unit	Enter the name of the primary organizational unit, department, or division that will undertake the assistance activity. Optional.	Not required.
8f	Applicant Contact Information	Enter the first and last name (required), prefix, middle name, suffix, and title. Enter organizational affiliation if affiliated with an organization other than that in 7.a. Telephone	This does not necessarily need to be the person with authority to sign the application. It is a point of contact for agency staff to contact regarding the application.

		number and email (required); fax number. Required.	
9	Type of Applicant 1	<p>Select a minimum of one applicant type or select up to three applicant types in accordance with agency instructions. If "Other" is selected, then specify Other Type of Applicant in text box.</p> <ul style="list-style-type: none"> A. State Government B. County Government C. City or Township Government D. Special District Government E. Regional Organization F. U.S. Territory or Possession G. Independent School District H. Public/State Controlled Institution of Higher Education I. Indian/Native American Tribal Government (Federally Recognized) J. Indian/Native American Tribal Government (Other than Federally Recognized) K. Indian/Native American Tribally Designated Organization L. Public/Indian Housing M. Nonprofit N. Private Institution of Higher Education O. Individual P. For-Profit Organization (Other than Small Business) Q. Small Business R. Hispanic-serving Institution S. Historically Black Colleges and Universities (HBCUs) T. Tribally Controlled Colleges and Universities (TCCUs) U. Alaska Native and Native Hawaiian Serving Institutions V. Non-US Entity W. Other (specify) <p>Required.</p>	The selection must be consistent with the entity type listed in the applicant's SAM registration.

10	Name of Federal Agency	Enter the name of the federal agency from which assistance is being requested with this application. This information is pre-populated if submitting through Grants.gov. Required.	Enter the applicable agency if not automatically populated: <ul style="list-style-type: none"> • FSA-Farm Service Agency • RMA-Risk Management Agency • NRCS-Natural Resource Conservation Service • FBC-Farm Production and Conservation Business Center
11	Catalog of Federal Domestic Assistance Number/Federal Assistance Listing and Title a.k.a. Federal Assistance Listing	Enter the Catalog of Federal Domestic Assistance number and title of the program under which assistance is requested, as found in the program announcement, if applicable. This information is pre-populated if using Grants.gov. Required.	If not automatically populated, leave blank.
12	Funding Opportunity Number and Title	Enter the Funding Opportunity Number and title of the opportunity under which assistance is requested as found in the program announcement. This information is pre-populated if using Grants.gov. Required.	If not automatically populated, enter the opportunity number and title. If unknown leave blank.
13	Competition Identification Number and Title	Enter the competition identification number and title of the competition under which assistance is requested, if applicable. These fields are pre-populated by Grants.gov if provided by the federal agency. Optional.	Leave blank.
14	Areas Affected by Project (Cities, Counties, States, etc.)	This data element is intended for use only by programs for which the area(s) affected are likely to be different from the place(s) of performance reported on the SF-424 Project/Performance Site Location(s) Form. Add attachment to enter additional areas, if needed. Optional.	Leave blank.
15	Descriptive Title of Applicant's Project	Enter a brief descriptive title of the project. Supporting documents may be attached if specified in agency instructions. Optional.	Enter a concise but informative title for the project (maximum of 200 characters).
16a	Congressional District of Applicant	16a. Enter the applicant's congressional district. Required.	Enter the Congressional district based on the physical address of the applicant as listed in the applicant's SAM registration. District numbers can be found at

			http://www.house.gov/representatives/find/ .
16b	Congressional District(s) of Program/Project	16b. Enter the primary district affected by the program or project. Enter in the following format: 2-character state abbreviation – 3 characters district number, e.g., CA-005 for California 5th district, CA-012 for California 12th district, NC-103 for North Carolina’s 103rd district. If all congressional districts in a state are affected, enter “all” for the district number, e.g., MD-all for all congressional districts in Maryland. If nationwide, i.e., all districts within all states are affected, enter US-all. If the program/project is outside the US, enter 00.000. This optional data element is intended for use only by programs for which the area(s) affected are likely to be different than place(s) of performance reported on the SF-424 Project/Performance Site Location(s) form. Attach an additional list of program/project congressional districts, if needed. Required.	District numbers can be found at http://www.house.gov/representatives/find/ . If an additional list of program/project congressional districts is to be attached to a Grants.gov opportunity, upload it under Other Attachments (listed as an Optional Form) in the Grants.gov Opportunity Package.
17a	Proposed Project Start Date	Enter the proposed start date of the project. Required.	If applying in response to a Grants.gov opportunity, refer to section B of the NFO.
17b	Proposed Project End Date	Enter the proposed end date of the project. Required.	If applying in response to a Grants.gov opportunity, refer to section B of the NFO.
18a-g	Estimated Funding	Enter the amount requested, or to be contributed during the first funding/budget period by each contributor. Value of in-kind contributions should be included on appropriate lines, as applicable. If the action will result in a dollar change to an existing award, indicate only the amount of the change. For decreases, enclose the amounts in parentheses. For zero funding, enter 0. Required.	Enter the project’s total amount of funding for each category below. These values must be consistent with the values on the SF-424A and the Budget Narrative. Only include amounts for items b. through f. to meet the required cost-share/match, if any, identified in the NFO. a. <u>Federal</u> : enter the amount of Federal funds being requested. b. <u>Applicant</u> : enter cost share/match being provided by the applicant itself. Do not include cost share/match being provided by commitments from other sources; those amounts are to be included in items c., d., and e, as applicable. c. <u>State</u> : enter the amount of any cost share/match

			<p>being provided by a State government entity.</p> <p>d. <u>Local</u>: enter the amount of any cost share/match being provided by a Local government entity.</p> <p>e. <u>Other</u>: enter the amount of any cost share/match being provided by a source other than those listed above.</p> <p>f. <u>Program Income</u>: enter the amount of program income (if any) used for meeting cost share/match requirements (see 2 CFR 200.80 and 200.307).</p> <p>g. <u>Total</u>: This field is automatically calculated. It is the sum of all amounts in the categories (items a. through f.) above.</p>
19	Executive Order 12372	<p>Applicants should contact the State Single Point of Contact (SPOC) for Federal Executive Order 12372 to determine whether the application is subject to the State intergovernmental review process. Select the appropriate box. If "A." is selected, enter the date the application was submitted to the State.</p> <p>Required.</p>	<p>Select the applicable response as to whether or not the application is subject to State review under state laws or procedures. Executive Order 12372 can be found at https://www.archives.gov/federal-register/codification/executive-order/12372.html. The Intergovernmental Review Single Point of Contact list can be found at https://www.whitehouse.gov/wp-content/uploads/2020/04/SPOC-4-13-20.pdf.</p>
20	Federal Debt Delinquency	<p>Select the appropriate box. This question applies to the applicant organization, not the person who signs as the authorized representative. Categories of federal debt include but may not be limited to delinquent audit disallowances, loans, and taxes. If yes, include an explanation in an attachment.</p> <p>Required.</p>	<p>No additional instructions</p>
21	Certification and Signature	<p>To be signed and dated by the authorized representative of the applicant organization. Enter the first and last name (required), prefix, middle name, and suffix. Enter title, telephone number, fax number, and email. Fax number is not required. A copy of the governing body's authorization for you to sign this application as the official representative must be on file in the applicant's office. (Certain federal agencies may require that this authorization be submitted as part of the application.) If the application is submitted via Grants.gov, the</p>	<p>If not submitted through Grants.gov, the authorized representative must click the box. and provide either an ink signature or digital signature/digital certificate (cannot be a script font).</p>

		signature of the authorized representative and the date signed are completed upon submission. Required.	
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2. SF-424A PREPARATION

Applicants must review these instructions to ensure the form is completed correctly. This will reduce the likelihood that the form will need to be returned for correction and potentially delay execution of any resultant agreement.

SECTION A – BUDGET SUMMARY			
Column	Field Name	Form SF-424A Instructions (V1.0)	FPAC Agency Guidance
1(a)	Grant Program Function or Activity	Enter the name of the activity or function. At least one is required.	FPAC agencies do not require the project budget be broken down into separate programs, functions, or activities on this form. That level of detail, if desired, is reserved for the Budget Narrative which is a related, but separate document. Enter “Federal” in 1(a) and, if cost-share/match is required, enter “Non-Federal” in 2(a). Leave the remaining rows blank.
1(b)	Catalog of Federal Domestic Assistance Number	Enter the Catalog of Federal Domestic Assistance Number. At least one is required.	If not automatically populated, leave blank. Leave the remaining rows blank.
1(c-d)	Estimated Unobligated Funds: Federal and Non-Federal	For new applications, leave Column (c) and (d) blank. For each line entry in Columns (a) and (b), enter in Columns (e), (f), and (g) the appropriate amounts of funds needed to support the project for the first funding period (usually a year). For continuing grant program applications, submit these forms before the end of each funding period as required by the grantor agency. Enter in Columns (c) and (d) the estimated amounts of funds which will remain unobligated at the end of the grant funding period only if the federal grantor agency instructions provide for this. Otherwise, leave these columns blank. Enter in columns (e) and (f) the amounts of funds needed for the upcoming period. The amount(s) in Column (g) should be the sum of the amounts in Columns (e) and (f). For supplemental grants and changes to existing grants, do not use Columns (c) and (d). Enter in Column (e) the amount of the increase or decrease of federal funds and enter in Column (f) the amount of the increase or decrease of non-federal funds. In Column (g) enter the new total	Leave all rows of columns (c) and (d) blank.

		budgeted amounts plus or minus, as appropriate, the amounts shown in Columns (e) and (f). The amount(s) in Column (g) should not equal the sum of the amounts in Columns (e) and (f). Conditionally required.	
1(e)	New or Revised Budget: Federal	<p>For new applications, leave Column (c) and (d) blank. For each line entry in Columns (a) and (b), enter in Columns (e), (f), and (g) the appropriate amounts of funds needed to support the project for the first funding period (usually a year). For continuing grant program applications, submit these forms before the end of each funding period as required by the grantor agency. Enter in Columns (c) and (d) the estimated amounts of funds which will remain unobligated at the end of the grant funding period only if the federal grantor agency instructions provide for this. Otherwise, leave these columns blank. Enter in columns (e) and (f) the amounts of funds needed for the upcoming period. The amount(s) in Column (g) should be the sum of the amounts in Columns (e) and (f).</p> <p>For supplemental grants and changes to existing grants, do not use Columns (c) and (d). Enter in Column (e) the amount of the increase or decrease of federal funds and enter in Column (f) the amount of the increase or decrease of non-federal funds. In Column (g) enter the new total budgeted amounts plus or minus, as appropriate, the amounts shown in Columns (e) and (f). The amount(s) in Column (g) should not equal the sum of the amounts in Columns (e) and (f). Conditionally required.</p>	Enter the total amount of the Federal funds requested in Row 1, column (e). Leave the remaining rows column (e) blank. This amount must be consistent with the amount in Block 18a of the SF-424.
1(f)	New or Revised Budget: Non-Federal	<p>For new applications, leave Column (c) and (d) blank. For each line entry in Columns (a) and (b), enter in Columns (e), (f), and (g) the appropriate amounts of funds needed to support the project for the first funding period (usually a year). For continuing grant program applications, submit these forms before the end of each funding period as required by the grantor agency.</p>	Enter the total amount of the required Non-Federal cost share/match, if applicable, in Row 2, column (f) and leave the remaining rows of column (f) blank. This amount must be consistent with the total amount of Blocks 18b through 18f of the SF-424.

		<p>Enter in Columns (c) and (d) the estimated amounts of funds which will remain unobligated at the end of the grant funding period only if the federal grantor agency instructions provide for this. Otherwise, leave these columns blank. Enter in columns (e) and (f) the amounts of funds needed for the upcoming period. The amount(s) in Column (g) should be the sum of the amounts in Columns (e) and (f).</p> <p>For supplemental grants and changes to existing grants, do not use Columns (c) and (d). Enter in Column (e) the amount of the increase or decrease of federal funds and enter in Column (f) the amount of the increase or decrease of non-federal funds. In Column (g) enter the new total budgeted amounts plus or minus, as appropriate, the amounts shown in Columns (e) and (f). The amount(s) in Column (go) should not equal the sum of the amounts in Columns (e) and (f). Conditionally required.</p>	
1(g)	Total	Total for Row 1(a) – 1(f). If using electronic form, these numbers are auto calculated. Required.	This auto-calculates and must be consistent with the total amount in Block 18(a) of the SF424.
5	Totals	Total for each column. IF using electronic form, these numbers are auto calculated. Required.	This auto-calculates. Block 5(g) is the total proposed application budget.
SECTION B – BUDGET CATEGORIES			
6(1-2)	Grant Program Function or Activity 1 - 2	In the column headings (1) through (4), enter the titles of the same programs, functions, and activities shown on Lines 1-4, column (a), Section A. When additional sheets are prepared for Section A, provide similar column headings on each sheet. For each Grant Program, Function or Activity, fill in the total requirements for funds (both federal and non-federal) by object class categories. If using the Budget Information form through Grants.gov, the Grant Program, Function, or Activity is pre-populated by the Grant Program Function or Activity from column (A) in Section A – Budget Summary.	<p>The form will auto-populate “Federal” in the heading of Column 1. See the Budget Narrative Guidance https://www.fpacbc.usda.gov/about/grants-and-agreements/apply-to-a-funding-opportunity/index.html for guidance on what types of costs to include in each category.</p> <p>The form will auto-populate “Non-Federal” in the heading of Column 2. See the Budget Narrative Guidance https://www.fpacbc.usda.gov/about/grants-and-agreements/apply-to-a-funding-opportunity/index.html for guidance on what types of costs to include in each category.</p>

		Required.	
6(3-4)	Grant Program Function or Activity 3 - 4	In the column headings (3) through (4), enter the titles of the same programs, functions, and activities shown on Lines 3-4, column (a), Section A. When additional sheets are prepared for Section A, provide similar column headings on each sheet. For each Grant Program, Function or Activity, fill in the total requirements for funds (both federal and non-federal) by object class categories. If using the Budget Information form through Grants.gov, the Grant Program, Function, or Activity is pre-populated by the Grant Program Function or Activity from column (A) in Section A – Budget Summary. Required.	Leave all rows of this entire column blank.
6(a)	Personnel	Enter funds required for purpose/column heading from the selected program. If not applicable, leave blank. Optional.	Refer to Budget Narrative Guidance. This is an attachment to the NFO or is available at https://www.fpacbc.usda.gov/about/grants-and-agreements/apply-to-a-funding-opportunity/index.html .
6(b)	Fringe Benefits		
6(c)	Travel		
6(d)	Equipment		
6(e)	Supplies		
6(f)	Contractual		
6(g)	Construction		
6(h)	Other		
6(i)	Total Direct Charges (sum of 6(a) thru 6(h))	Sum of 6(a) thru 6(h). If using electronic form, these numbers are auto calculated. Required.	This auto-calculates.
6(j)	Indirect Charges	Enter the amount of indirect costs. If not applicable, leave blank. Optional.	Refer to Budget Narrative Guidance, which is included as an attachment to the NFO or is available at https://www.fpacbc.usda.gov/about/grants-and-agreements/apply-to-a-funding-opportunity/index.html .
6(k)	TOTALS (sum of 6(i) thru 6(j))	Enter the total of amounts on Lines 6i and 6j. (This amount is auto calculated if using Grants.gov.) For all applications for new grants	Row 6(k) of Columns (1) and (2) will auto-populate; all other columns should be blank.

		and continuation grants, the total amount in column (5), Line 6k, should be the same as the total amount shown in Section A, Column (g), Line 5. For supplemental grants and changes to grants, the total amount of the increase or decrease as shown in Columns (1)-(4), Line 6k should be the same as the sum of the amounts in Section A, Columns (e) and (f) on Line 5. If using electronic form, these numbers are auto calculated. Required.	The total must be consistent with the Federal total in Section A (row 5 columns (e) and (f). All costs must comply with the cost principles of 2 CFR Part 200 , Subpart E – Cost Principles. All costs must be allowable (2 CFR 200.403), allocable to the agreement (2 CFR 200.405), and reasonable in amount (2 CFR 200.404).
7	Program Income	Enter the estimated amount of total income, if any, expected to be generated from this project. If not applicable, leave blank. Optional.	If your project does not expect program income to be generated, leave this blank. Program income (see 2 CFR 200.1) 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). Program income includes but is not limited to income from fees for services performed, the use or rental or 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. This is the amount expected but may not necessarily be what is achievable under a resultant agreement.
SECTION C – NON-FEDERAL RESOURCES			
8(a)	Grant Program Function or Activity 1	Name of the grant program from which funds will be derived. Defaults to the corresponding program name in section A; but may be overwritten if called for by the instructions for this funding opportunity. Required.	This will auto-populate.
8(b-d)	Grant Program Function or Activity 2 - 4	Enter resources provided by the applicant for the selected program. If not applicable, leave blank. Optional.	Leave blank.
8(e)	(e) Total of Non-Federal Resources for Grant Program sum of line (a) through (d)	Total Sum of 8(b) thru 8(d). Required.	Leave blank.

12(b) thru 12(e)	Total (sum of lines 8-11)	Total for each column. If using electronic form, these numbers are auto calculated. Required.	
SECTION D – FORECASTED CASH NEEDS			
13	Federal Total for 1 st Year	Sum of Federal 1st Quarter – 4th Quarter Forecasted Cash Needs. If using electronic form, these numbers are auto calculated. Required.	Per agency guidance leave blank.
	Federal Forecasted Cash Needs for 1 st Quarter – 4 th Quarter	Enter the forecasted cash needs from federal sources for each quarter of the first program year. If not applicable, leave blank. Optional.	Leave blank.
14	Non-Federal for 1 st Year	Sum of Non-Federal 1st Quarter – 4th Quarter Forecasted Cash Needs. If using electronic form, these numbers are auto calculated. Required.	Per agency guidance leave blank.
	Non-Federal Forecasted Cash Needs for 1 st Quarter – 4 th Quarter	Enter the forecasted cash needs from non-federal sources for each quarter of the first program year. If not applicable, leave blank. Optional.	Leave blank.
15	TOTAL (sum of lines 13 and 14)	Total for each column. If using electronic form, these numbers are auto calculated. Required.	Per agency guidance leave blank.
	Total Forecasted 1st Year	Total Sum of 1st Year Federal and Non-Federal Forecasted Cash Needs. If using electronic form, these numbers are auto calculated. Required.	
	Total Forecasted 1 st Quarter – 4 th Quarter	Total each Quarter Federal and Non-Federal Forecasted Cash Needs. If using electronic form, these numbers are auto calculated. Optional.	Leave blank.
SECTION E – BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT			
16(a)	Grant Program	Name of the grant program from which funds will be derived. Defaults to the corresponding program name in section A; but may be overwritten if called for by the instructions for this funding opportunity. Required.	This will auto-populate.

16(b-d)	First Future Funding Period (year) – Third Future Funding Period (year)	Enter the estimated federal funds that will be required in each of the additional funding years for the selected program. Optional.	Leave blank.
16(e)	Fourth Future Funding Period (year)	Enter the estimated federal funds that will be required in the fourth funding year for the selected program. Optional.	Leave blank.
20	Total (sum of lines 16-19)	Total Sum of Estimated Federal Funds needed for balance of project per year. Auto calculated. Required.	Leave blank.
SECTION F – OTHER BUDGET INFORMATION			
21	Direct Charges	Use this space to explain amounts for individual direct object class cost categories that may appear to be out of the ordinary or to explain the details as required by the Federal grantor agency.	Leave blank.
22	Indirect Charges	Enter the type of indirect rate (provisional, predetermined, final or fixed) that will be in effect during the funding period, the estimated amount of the base to which the rate is applied, and the total indirect expense.	
23	Remarks	Provide any other explanations or comments deemed necessary.	

BUDGET INFORMATION - Non-Construction Programs

OMB Number: 4040-0006
Expiration Date: 02/28/2022

SECTION A - BUDGET SUMMARY

Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. Federal		\$	\$	113,850.00		113,850.00
2. Non-Federal					38,500.00	38,500.00
3.						
4.						
5. Totals		\$	\$	113,850.00	38,500.00	152,350.00

SECTION B - BUDGET CATEGORIES

6. Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY				Total (5)
	(1) Federal	(2) Non-Federal	(3)	(4)	
a. Personnel	\$ 80,000.00	\$ 28,000.00	\$	\$	\$ 108,000.00
b. Fringe Benefits	20,000.00	7,000.00			27,000.00
c. Travel	3,000.00				3,000.00
d. Equipment					
e. Supplies	500.00				500.00
f. Contractual					
g. Construction					
h. Other					
i. Total Direct Charges (sum of 6a-6h)	103,500.00	35,000.00			\$ 138,500.00
j. Indirect Charges	10,350.00	3,500.00			\$ 13,850.00
k. TOTALS (sum of 6i and 6j)	\$ 113,850.00	\$ 38,500.00	\$	\$	\$ 152,350.00
7. Program Income	\$	\$	\$	\$	\$

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Standard Form 424A (Rev. 7-97)
Prescribed by OMB (Circular A -102) Page 1A

SECTION C - NON-FEDERAL RESOURCES					
(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources	(e)TOTALS	
8. Federal	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	
9. Non-Federal	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
10.	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
11.	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
12. TOTAL (sum of lines 8-11)	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	
SECTION D - FORECASTED CASH NEEDS					
	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13. Federal	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
14. Non-Federal	\$ <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
15. TOTAL (sum of lines 13 and 14)	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT					
(a) Grant Program	FUTURE FUNDING PERIODS (YEARS)				
	(b)First	(c) Second	(d) Third	(e) Fourth	
16. Federal	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	
17. Non-Federal	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
18.	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
19.	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
20. TOTAL (sum of lines 16 - 19)	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	
SECTION F - OTHER BUDGET INFORMATION					
21. Direct Charges:	<input type="text"/>	22. Indirect Charges:	<input type="text"/>		
23. Remarks:	<input type="text"/>				

BUDGET INFORMATION - Non-Construction Programs

OMB Number: 4040-0006
Expiration Date: 02/28/2022

SECTION A - BUDGET SUMMARY

Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. Federal - NRCS		\$	\$	54,000.00		54,000.00
2.						
3.						
4.						
5. Totals		\$	\$	54,000.00		54,000.00

SECTION B - BUDGET CATEGORIES

6. Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY				Total (5)
	(1)	(2)	(3)	(4)	
	Federal - NRCS				
a. Personnel	\$	\$	\$	\$	\$
b. Fringe Benefits					
c. Travel					
d. Equipment					
e. Supplies					
f. Contractual	54,000.00				54,000.00
g. Construction					
h. Other					
i. Total Direct Charges (sum of 6a-6h)	54,000.00				\$ 54,000.00
j. Indirect Charges	0.00				\$ 0.00
k. TOTALS (sum of 6i and 6j)	\$ 54,000.00	\$	\$	\$	\$ 54,000.00
7. Program Income	\$ 0.00	\$	\$	\$	\$ 0.00

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SECTION C - NON-FEDERAL RESOURCES

(a) Grant Program		(b) Applicant	(c) State	(d) Other Sources	(e) TOTALS
8.	Federal - NRCS	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
9.	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
10.	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
11.	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
12. TOTAL (sum of lines 8-11)		\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>

SECTION D - FORECASTED CASH NEEDS

	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13. Federal	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
14. Non-Federal	\$ <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
15. TOTAL (sum of lines 13 and 14)		\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>

SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT

(a) Grant Program		FUTURE FUNDING PERIODS (YEARS)			
		(b) First	(c) Second	(d) Third	(e) Fourth
16.	Federal - NRCS	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
17.	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
18.	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
19.	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
20. TOTAL (sum of lines 16 - 19)		\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>

SECTION F - OTHER BUDGET INFORMATION

21. Direct Charges: <input type="text"/>	22. Indirect Charges: <input type="text"/>
23. Remarks: <input type="text"/>	

STATEMENT OF WORK FOR NRCS AGREEMENT

SPONSOR: Town of Wellfleet

PROJECT: Kendrick Avenue Stormwater Treatment Project

WATERSHED FLOOD PREVENTION OPERATIONS
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", for the design of the Kendrick Avenue Stormwater Treatment Project at Kellers Corner (ID# WE-SW-4) to improve water quality in nearby shellfishing areas under the Watershed Flood Prevention Operations (WFPO) Program's Cape Cod Water Resources Restoration Project.

OBJECTIVES

The design of a new stormwater collection and treatment system to capture and treat the first inch of runoff from Kendrick Avenue at Kellers Corners. Runoff from this area flows directly into Wellfleet Harbor, which is the largest shellfish aquaculture growing area in the state.

BUDGET NARRATIVE

The official budget described in this Budget Narrative will be considered the total budget as last approved by the Federal awarding agency for this award.

Amounts included in this budget narrative are estimates. Reimbursement will be based on actual expenditures, not to exceed the amount obligated.

1. Total Estimated Project Budget: \$54,000.00

The budget includes:

Technical Assistance (TA) funds 100% NRCS:
\$54,000 in Engineering Design Costs

- a. NRCS will provide TA up to the amount of **\$54,000.00**, not exceeding actual costs, as reimbursement to the Sponsor for eligible engineering costs directly charged to the project. These costs include but are not limited to developing a project design that includes construction drawings and specifications, an operation and maintenance plan, a quality assurance/inspection plan and an engineer's estimate of the project installation costs.

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.

STATEMENT OF WORK FOR NRCS AGREEMENT

SPONSOR: Town of Wellfleet

PROJECT: Kendrick Avenue Stormwater Treatment Project

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. 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.
4. 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.
5. 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.
6. Take reasonable and necessary action of all contractual and administrative issues arising out of contracts awarded under this agreement.
7. Ensure the design follows the policy set forth in the NRCS National Engineering Manual Part 511. This includes obtaining all necessary permits, land rights, and easements in accordance with the policy directive section 505.36.
8. Obtain the services of a professional registered engineer, with the concurrence of NRCS, to prepare the design, specifications, and drawings for the construction of the project. The Sponsors must obtain NRCS review and concurrence on the design package at the 30% (conceptual), 60% (permit) and 90% (final draft) design stages.
9. Obtain NRCS acceptance of the final design package prior to soliciting contractors to install the project. The design package 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.
 - a. The design shall include an assessment of sea level rise and ensure the stormwater treatment measures will function to meet the design objectives for a 50-year design life.

STATEMENT OF WORK FOR NRCS AGREEMENT

SPONSOR: Town of Wellfleet

PROJECT: Kendrick Avenue Stormwater Treatment Project

- 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.
10. Ensure the project design meets and conforms to all applicable NRCS Conservation Practice Standards (CPS), including CPS MA 570, Stormwater Runoff Control, which requires the capture and treatment of the first inch of rainfall runoff over the contributing watershed and a minimum two-foot separation between the bottom of the treatment measure and the high groundwater elevation. In addition, the design and construction of the project shall meet and conform to all applicable local and state requirements.
11. 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.
12. 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.
13. Dispose of all claims resulting from the contract; secure prior written concurrence of the State Conservationist if NRCS funds are involved.
14. 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.
15. 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.
16. 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.

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17. Submit reports and payment requests to the local NRCS Project Manager and 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:
18. Performance reports: *semi-annual* Each report shall include a statement of progress, including the results to date and a comparison of actual accomplishments with proposed goals for the period; any current problems or unusual developments or delays; and work to be performed during the succeeding period if applicable.
19. 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. 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.
3. 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.

STATEMENT OF WORK FOR NRCS AGREEMENT

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4. The State Conservationist may make adjustments in the estimated cost to NRCS for designing 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. Schedule and facilitate a pre-design meeting with the professional registered project engineer and representatives of the Sponsor and NRCS.
2. Prepare a design, construction specifications, and drawings in accordance with standard engineering principles that comply with NRCS programmatic requirements; and/or install the designed construction. Submit design to NRCS for review at the 30% (conceptual), 60% (permit) and 90% (final draft) stages of completion. 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.
3. Develop a quality assurance plan (QAP) for the project and submit it for NRCS review and concurrence.
4. The sponsor must provide NRCS with documentation of the actual cost incurred for the services acquired.
5. The Sponsor must provide NRCS with a signed Operation and Maintenance Agreement 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.
6. 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.
7. 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.

RESOURCES REQUIRED

See the Responsibilities of the Parties section for required resources, if applicable.

STATEMENT OF WORK FOR NRCS AGREEMENT

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PROJECT: Kendrick Avenue Stormwater Treatment Project

MILESTONES

Pre-design Meeting	October 2022
Completion of 30% Design	January 2023
Completion of 60% Design	April 2023
Completion of 90% Design	July 2023
Sponsor and NRCS acceptance of Final Designs	August 2023

**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 debaring 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 CFR 200.341.

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.

Budget Narrative
Kendrick Ave. at Keller's Corners Stormwater Treatment Project
Town of Wellfleet, MA

Total Project Budget: \$54,000

The budget includes:

Technical Assistance (TA) Costs:

- \$54,000 in Engineering Design Costs (NRCS 100%)

Engineering design costs include but are not limited to developing a project design consisting of construction drawings, construction specifications, an operation and maintenance plan, a quality assurance/inspection plan, and an engineer's estimate of the project installation costs.

Lt. Island Road

Application for Federal Assistance SF-424		
* 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application		
* 2. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision		
* If Revision, select appropriate letter(s): _____ * Other (Specify): _____		
* 3. Date Received: _____		4. Applicant Identifier: _____
5a. Federal Entity Identifier: _____		5b. Federal Award Identifier: _____
State Use Only:		
6. Date Received by State: _____		7. State Application Identifier: _____
8. APPLICANT INFORMATION:		
* a. Legal Name: <input type="text" value="Town of Wellfleet"/>		
* b. Employer/Taxpayer Identification Number (EIN/TIN): _____		* c. UEI: _____
d. Address:		
* Street1: _____		
Street2: _____		
* City: _____		
County/Parish: _____		
* State: _____		
Province: _____		
* Country: <input type="text" value="USA: UNITED STATES"/>		
* Zip / Postal Code: _____		
e. Organizational Unit:		
Department Name: _____		Division Name: _____
f. Name and contact information of person to be contacted on matters involving this application:		
Prefix: _____		* First Name: _____
Middle Name: _____		
* Last Name: _____		
Suffix: _____		
Title: _____		
Organizational Affiliation: _____		
* Telephone Number: _____		Fax Number: _____
* Email: _____		

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

USDA Natural Resources Conservation Service

11. Catalog of Federal Domestic Assistance Number:

CFDA Title:

*** 12. Funding Opportunity Number:**

N/A

* Title:

N/A

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

*** 15. Descriptive Title of Applicant's Project:**

Design and Installation of a stormwater treatment system to treat over 600 feet of Lieutenant Island Road to improve water quality from seven outfalls of the road that enter shellfishing areas.

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant

* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal	<input type="text" value="1,572,500.00"/>
* b. Applicant	<input type="text" value="462,500.00"/>
* c. State	<input type="text" value=""/>
* d. Local	<input type="text" value=""/>
* e. Other	<input type="text" value=""/>
* f. Program Income	<input type="text" value=""/>
* g. TOTAL	<input type="text" value="2,035,000.00"/>

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

Yes No

If "Yes", provide explanation and attach

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

**** I AGREE**

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:

Middle Name:

* Last Name:

Suffix:

* Title:

* Telephone Number: Fax Number:

* Email:

* Signature of Authorized Representative: * Date Signed:

Certification Regarding Lobbying

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Town of Wellfleet

Organization Name

Lieutenant Island SW Project

PR/Award Number or Project Name

Name and Title of Authorized Representative

Signature

Date

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009
Expiration Date: 02/28/2025

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.





PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE 
APPLICANT ORGANIZATION 	DATE SUBMITTED 

**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.

BUDGET INFORMATION - Construction Programs

NOTE: Certain Federal assistance programs require additional computations to arrive at the Federal share of project costs eligible for participation. If such is the case, you will be notified.

COST CLASSIFICATION	a. Total Cost	b. Costs Not Allowable for Participation	c. Total Allowable Costs (Columns a-b)
1. Administrative and legal expenses	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
2. Land, structures, rights-of-way, appraisals, etc.	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
3. Relocation expenses and payments	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
4. Architectural and engineering fees	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
5. Other architectural and engineering fees	TA \$ <input type="text" value="75,000.00"/>	\$ <input type="text"/>	\$ <input type="text" value="75,000.00"/>
6. Project inspection fees	TA \$ <input type="text" value="110,000.00"/>	\$ <input type="text"/>	\$ <input type="text" value="110,000.00"/>
7. Site work	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
8. Demolition and removal	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
9. Construction	FA \$ <input type="text" value="1,850,000.00"/>	\$ <input type="text"/>	\$ <input type="text" value="1,850,000.00"/>
10. Equipment	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
11. Miscellaneous	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
12. SUBTOTAL (sum of lines 1-11)	\$ <input type="text" value="2,035,000.00"/>	\$ <input type="text"/>	\$ <input type="text" value="2,035,000.00"/>
13. Contingencies	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
14. SUBTOTAL	\$ <input type="text" value="2,035,000.00"/>	\$ <input type="text"/>	\$ <input type="text" value="2,035,000.00"/>
15. Project (program) income	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
16. TOTAL PROJECT COSTS (subtract #15 from #14)	\$ <input type="text" value="2,035,000.00"/>	\$ <input type="text"/>	\$ <input type="text" value="2,035,000.00"/>
FEDERAL FUNDING			
17. Federal assistance requested, calculate as follows:			
(Consult Federal agency for Federal percentage share.) Enter eligible costs from line 16c Multiply X <input type="text" value="75"/> % FA \$ <input type="text" value="1,387,500.00"/>			
Enter the resulting Federal share. 100 % TA \$ <input type="text" value="185,000.00"/>			

SECTION C - NON-FEDERAL RESOURCES					
(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources	(e)TOTALS	
8. Federal	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	
9. Non-Federal	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
10.	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
11.	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
12. TOTAL (sum of lines 8-11)	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	
SECTION D - FORECASTED CASH NEEDS					
	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13. Federal	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
14. Non-Federal	\$ <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
15. TOTAL (sum of lines 13 and 14)	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT					
(a) Grant Program	FUTURE FUNDING PERIODS (YEARS)				
	(b)First	(c) Second	(d) Third	(e) Fourth	
16. Federal	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	
17. Non-Federal	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
18.	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
19.	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
20. TOTAL (sum of lines 16 - 19)	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	
SECTION F - OTHER BUDGET INFORMATION					
21. Direct Charges:	<input type="text"/>	22. Indirect Charges:	<input type="text"/>		
23. Remarks:	<input type="text"/>				

BUDGET INFORMATION - Non-Construction Programs

OMB Number: 4040-0006
Expiration Date: 02/28/2022

SECTION A - BUDGET SUMMARY

Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. Federal		\$	\$	113,850.00	\$	113,850.00
2. Non-Federal					38,500.00	38,500.00
3.						
4.						
5. Totals		\$	\$	113,850.00	\$ 38,500.00	152,350.00

SECTION B - BUDGET CATEGORIES

6. Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY				Total (5)
	(1)	(2)	(3)	(4)	
	Federal	Non-Federal			
a. Personnel	\$ 80,000.00	\$ 28,000.00	\$	\$	\$ 108,000.00
b. Fringe Benefits	20,000.00	7,000.00			27,000.00
c. Travel	3,000.00				3,000.00
d. Equipment					
e. Supplies	500.00				500.00
f. Contractual					
g. Construction					
h. Other					
i. Total Direct Charges (sum of 6a-6h)	103,500.00	35,000.00			\$ 138,500.00
j. Indirect Charges	10,350.00	3,500.00			\$ 13,850.00
k. TOTALS (sum of 6i and 6j)	\$ 113,850.00	\$ 38,500.00	\$	\$	\$ 152,350.00
7. Program Income	\$	\$	\$	\$	\$

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Standard Form 424A (Rev. 7-97)
Prescribed by OMB (Circular A -102) Page 1A

SF424 (Application for Federal Assistance) and SF424A
(Budget Information) Instructions
For Farm Production and Conservation (FPAC) Agencies:
Business Center, Farm Service Agency, Natural Resources
Conservation Service, Risk Management Agency

Contents

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ATTACHMENT 1: SF424A SAMPLE

If applying to an opportunity on Grants.gov, complete the forms in the opportunity package. For all other applications, use the forms available on Grants.gov: <https://www.grants.gov/web/grants/forms/sf-424-family.html>

FBAC-BC GRANTS AND AGREEMENTS WEBSITE

<https://www.fpacbc.usda.gov/about/grants-and-agreements/apply-to-a-funding-opportunity/index.html>

1. SF-424 PREPARATION

Instructions for new agreement applications only. Separate instructions apply to amendments.

Applicants must review these instructions to ensure that the form is completed correctly. This will reduce the likelihood that the form will need to be returned for correction and potentially delay execution of any resultant agreement.

Columns one and two below correlate to the blocks on the Form SF-425. Column 3 includes the Office of Management and Budget (OMB) Standard Form instructions, and the final column includes FPAC Agency specific guidance to be used to complete the form.

Block	Field Name	SF-424 Instructions (V4.0)	FPAC Agency Guidance
1	Type of Submission	Select one type of submission in accordance with agency instructions. <ul style="list-style-type: none"> • Pre-application • Application • Changed/Corrected Application - Check if this submission is to change or correct a previously submitted application. Unless requested by the agency, applicants may not use this form to submit changes after the closing date. Required.	Select "Application" if this is the first application submitted. If updating an application recently submitted, choose Changed/Corrected Application.
2	Type of Application	Select one type of application in accordance with agency instructions.	Applicants should generally select "New". If, however, the applicable Notice of Funding Opportunity (NFO) allows the

		<ul style="list-style-type: none"> • New - An application that is being submitted to an agency for the first time. • Continuation - An extension for an additional funding/budget period for a project with a projected completion date. This can include renewals. • Revision - Any change in the federal government's financial obligation or contingent liability from an existing obligation. If a revision, enter the appropriate letter(s). More than one may be selected. <ul style="list-style-type: none"> A: Increase Award B: Decrease Award C: Increase Duration D: Decrease Duration E: Other (specify) AC: Increase Award, Increase Duration AD: Increase Award, Decrease Duration BC: Decrease Award, Increase Duration BD: Decrease Award, Decrease Duration <p>Required.</p>	submission of renewals or supplements (see section B of the NFO) and the application meets the NFO description of one of these categories, then choose "Continuation or Revision" and the appropriate letter(s).
3	Date Received	Enter date if form is submitted through other means as instructed by the Federal agency. The date received is completed electronically if submitted via Grants.gov. Required.	Not completed by applicant. This is a required field and will be populated automatically by Grants.gov.
4	Applicant Identifier	Enter the entity identifier assigned by the Federal agency, if any, or the applicant's control number if applicable. Optional.	Optional/not required.
5a	Federal Entity Identifier	Enter the number assigned to your organization by the federal agency, if any. Optional.	Leave blank.
5b	Federal Award Identifier	For new applications, leave blank. For a continuation or revision to an existing award, enter the previously assigned federal award identifier number. If a changed/corrected application, enter the federal identifier in accordance with agency instructions.	Leave blank if you are submitting a new application (item 2). If submitting another type (e.g., renewal or supplement), enter the assigned Award Identifying Number (block 1 on the Notice of Grant and Agreement Award). If submitting a changed/corrected application in Grants.gov, include the Grants.gov tracking number for previously submitted

		Optional.	application.
6	Date Received by State	Leave this field blank. This date will be assigned by the state, if applicable. Optional.	Leave blank.
7	State Application Identifier	Leave this field blank. This identifier will be assigned by the state, if applicable. Optional.	Leave blank.
8a	Applicant Legal Name	Enter the legal name of the applicant that will undertake the assistance activity. This is the organization that has registered with the System for Award Management (SAM). Information on registering with SAM may be obtained by visiting SAM.gov. Required.	This name must be consistent with the name as registered in the System for Award Management (SAM). If the name in SAM is not correct, update it accordingly. If you are applying as an individual, use your legal name as in the Social Security system.
8b	Applicant Employer/Taxpayer Identification Number (EIN/TIN)	Enter the employer or taxpayer identification number (EIN or TIN) as assigned by the Internal Revenue Service. If your organization is not in the US, enter 44-4444444. Required.	This number must be consistent with the number in the applicant's SAM registration. If you are applying as an individual, use your Social Security number.
8c	Unique Entity Identifier (UEI)	Enter the organization's UEI received from SAM. The UEI is a unique 12-character organization identifier. Information on registering with System for Award Management (SAM.gov) may be obtained by visiting the Grants.gov website. Required.	As of April 2022, the SAM-assigned UEI replaces the DUNS. If you are applying as an individual, this field must be 00000000INDV.
8d	Applicant Address	Enter address: Street 1 (required); City (required); County/Parish, State (required if country is US); Province; Country (required); 9-digit ZIP/Postal Code (required if country is US). If +4 does not exist for the address, enter "0000". Required.	This address must be consistent with the address in the applicant's SAM registration.
8e	Applicant Organizational Unit	Enter the name of the primary organizational unit, department, or division that will undertake the assistance activity. Optional.	Not required.
8f	Applicant Contact Information	Enter the first and last name (required), prefix, middle name, suffix, and title. Enter organizational affiliation if affiliated with an organization other than that in 7.a. Telephone	This does not necessarily need to be the person with authority to sign the application. It is a point of contact for agency staff to contact regarding the application.

		number and email (required); fax number. Required.	
9	Type of Applicant 1	<p>Select a minimum of one applicant type or select up to three applicant types in accordance with agency instructions. If "Other" is selected, then specify Other Type of Applicant in text box.</p> <ul style="list-style-type: none"> A. State Government B. County Government C. City or Township Government D. Special District Government E. Regional Organization F. U.S. Territory or Possession G. Independent School District H. Public/State Controlled Institution of Higher Education I. Indian/Native American Tribal Government (Federally Recognized) J. Indian/Native American Tribal Government (Other than Federally Recognized) K. Indian/Native American Tribally Designated Organization L. Public/Indian Housing M. Nonprofit N. Private Institution of Higher Education O. Individual P. For-Profit Organization (Other than Small Business) Q. Small Business R. Hispanic-serving Institution S. Historically Black Colleges and Universities (HBCUs) T. Tribally Controlled Colleges and Universities (TCCUs) U. Alaska Native and Native Hawaiian Serving Institutions V. Non-US Entity W. Other (specify) <p>Required.</p>	The selection must be consistent with the entity type listed in the applicant's SAM registration.

10	Name of Federal Agency	Enter the name of the federal agency from which assistance is being requested with this application. This information is pre-populated if submitting through Grants.gov. Required.	Enter the applicable agency if not automatically populated: <ul style="list-style-type: none"> • FSA-Farm Service Agency • RMA-Risk Management Agency • NRCS-Natural Resource Conservation Service • FBC-Farm Production and Conservation Business Center
11	Catalog of Federal Domestic Assistance Number/Federal Assistance Listing and Title a.k.a. Federal Assistance Listing	Enter the Catalog of Federal Domestic Assistance number and title of the program under which assistance is requested, as found in the program announcement, if applicable. This information is pre-populated if using Grants.gov. Required.	If not automatically populated, leave blank.
12	Funding Opportunity Number and Title	Enter the Funding Opportunity Number and title of the opportunity under which assistance is requested as found in the program announcement. This information is pre-populated if using Grants.gov. Required.	If not automatically populated, enter the opportunity number and title. If unknown leave blank.
13	Competition Identification Number and Title	Enter the competition identification number and title of the competition under which assistance is requested, if applicable. These fields are pre-populated by Grants.gov if provided by the federal agency. Optional.	Leave blank.
14	Areas Affected by Project (Cities, Counties, States, etc.)	This data element is intended for use only by programs for which the area(s) affected are likely to be different from the place(s) of performance reported on the SF-424 Project/Performance Site Location(s) Form. Add attachment to enter additional areas, if needed. Optional.	Leave blank.
15	Descriptive Title of Applicant's Project	Enter a brief descriptive title of the project. Supporting documents may be attached if specified in agency instructions. Optional.	Enter a concise but informative title for the project (maximum of 200 characters).
16a	Congressional District of Applicant	16a. Enter the applicant's congressional district. Required.	Enter the Congressional district based on the physical address of the applicant as listed in the applicant's SAM registration. District numbers can be found at

			http://www.house.gov/representatives/find/ .
16b	Congressional District(s) of Program/Project	16b. Enter the primary district affected by the program or project. Enter in the following format: 2-character state abbreviation – 3 characters district number, e.g., CA-005 for California 5th district, CA-012 for California 12th district, NC-103 for North Carolina’s 103rd district. If all congressional districts in a state are affected, enter “all” for the district number, e.g., MD-all for all congressional districts in Maryland. If nationwide, i.e., all districts within all states are affected, enter US-all. If the program/project is outside the US, enter 00.000. This optional data element is intended for use only by programs for which the area(s) affected are likely to be different than place(s) of performance reported on the SF-424 Project/Performance Site Location(s) form. Attach an additional list of program/project congressional districts, if needed. Required.	District numbers can be found at http://www.house.gov/representatives/find/ . If an additional list of program/project congressional districts is to be attached to a Grants.gov opportunity, upload it under Other Attachments (listed as an Optional Form) in the Grants.gov Opportunity Package.
17a	Proposed Project Start Date	Enter the proposed start date of the project. Required.	If applying in response to a Grants.gov opportunity, refer to section B of the NFO.
17b	Proposed Project End Date	Enter the proposed end date of the project. Required.	If applying in response to a Grants.gov opportunity, refer to section B of the NFO.
18a-g	Estimated Funding	Enter the amount requested, or to be contributed during the first funding/budget period by each contributor. Value of in-kind contributions should be included on appropriate lines, as applicable. If the action will result in a dollar change to an existing award, indicate only the amount of the change. For decreases, enclose the amounts in parentheses. For zero funding, enter 0. Required.	Enter the project’s total amount of funding for each category below. These values must be consistent with the values on the SF-424A and the Budget Narrative. Only include amounts for items b. through f. to meet the required cost-share/match, if any, identified in the NFO. a. Federal: enter the amount of Federal funds being requested. b. Applicant: enter cost share/match being provided by the applicant itself. Do not include cost share/match being provided by commitments from other sources; those amounts are to be included in items c., d., and e, as applicable. c. State: enter the amount of any cost share/match

			<p>being provided by a State government entity.</p> <p>d. Local: enter the amount of any cost share/match being provided by a Local government entity.</p> <p>e. Other: enter the amount of any cost share/match being provided by a source other than those listed above.</p> <p>f. Program Income: enter the amount of program income (if any) used for meeting cost share/match requirements (see 2 CFR 200.80 and 200.307).</p> <p>g. Total: This field is automatically calculated. It is the sum of all amounts in the categories (items a. through f.) above.</p>
19	Executive Order 12372	<p>Applicants should contact the State Single Point of Contact (SPOC) for Federal Executive Order 12372 to determine whether the application is subject to the State intergovernmental review process. Select the appropriate box. If "A." is selected, enter the date the application was submitted to the State.</p> <p>Required.</p>	<p>Select the applicable response as to whether or not the application is subject to State review under state laws or procedures. Executive Order 12372 can be found at https://www.archives.gov/federal-register/codification/executive-order/12372.html. The Intergovernmental Review Single Point of Contact list can be found at https://www.whitehouse.gov/wp-content/uploads/2020/04/SPOC-4-13-20.pdf.</p>
20	Federal Debt Delinquency	<p>Select the appropriate box. This question applies to the applicant organization, not the person who signs as the authorized representative. Categories of federal debt include but may not be limited to delinquent audit disallowances, loans, and taxes. If yes, include an explanation in an attachment.</p> <p>Required.</p>	No additional instructions
21	Certification and Signature	<p>To be signed and dated by the authorized representative of the applicant organization. Enter the first and last name (required), prefix, middle name, and suffix. Enter title, telephone number, fax number, and email. Fax number is not required. A copy of the governing body's authorization for you to sign this application as the official representative must be on file in the applicant's office. (Certain federal agencies may require that this authorization be submitted as part of the application.) If the application is submitted via Grants.gov, the</p>	<p>If not submitted through Grants.gov, the authorized representative must click the box. and provide either an ink signature or digital signature/digital certificate (cannot be a script font).</p>

		signature of the authorized representative and the date signed are completed upon submission. Required.	
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2. SF-424A PREPARATION

Applicants must review these instructions to ensure the form is completed correctly. This will reduce the likelihood that the form will need to be returned for correction and potentially delay execution of any resultant agreement.

SECTION A – BUDGET SUMMARY			
Column	Field Name	Form SF-424A Instructions (V1.0)	FPAC Agency Guidance
1(a)	Grant Program Function or Activity	Enter the name of the activity or function. At least one is required.	FPAC agencies do not require the project budget be broken down into separate programs, functions, or activities on this form. That level of detail, if desired, is reserved for the Budget Narrative which is a related, but separate document. Enter “Federal” in 1(a) and, if cost-share/match is required, enter “Non-Federal” in 2(a). Leave the remaining rows blank.
1(b)	Catalog of Federal Domestic Assistance Number	Enter the Catalog of Federal Domestic Assistance Number. At least one is required.	If not automatically populated, leave blank. Leave the remaining rows blank.
1(c-d)	Estimated Unobligated Funds: Federal and Non-Federal	For new applications, leave Column (c) and (d) blank. For each line entry in Columns (a) and (b), enter in Columns (e), (f), and (g) the appropriate amounts of funds needed to support the project for the first funding period (usually a year). For continuing grant program applications, submit these forms before the end of each funding period as required by the grantor agency. Enter in Columns (c) and (d) the estimated amounts of funds which will remain unobligated at the end of the grant funding period only if the federal grantor agency instructions provide for this. Otherwise, leave these columns blank. Enter in columns (e) and (f) the amounts of funds needed for the upcoming period. The amount(s) in Column (g) should be the sum of the amounts in Columns (e) and (f). For supplemental grants and changes to existing grants, do not use Columns (c) and (d). Enter in Column (e) the amount of the increase or decrease of federal funds and enter in Column (f) the amount of the increase or decrease of non-federal funds. In Column (g) enter the new total	Leave all rows of columns (c) and (d) blank.

		budgeted amounts plus or minus, as appropriate, the amounts shown in Columns (e) and (f). The amount(s) in Column (g) should not equal the sum of the amounts in Columns (e) and (f). Conditionally required.	
1(e)	New or Revised Budget: Federal	<p>For new applications, leave Column (c) and (d) blank. For each line entry in Columns (a) and (b), enter in Columns (e), (f), and (g) the appropriate amounts of funds needed to support the project for the first funding period (usually a year). For continuing grant program applications, submit these forms before the end of each funding period as required by the grantor agency. Enter in Columns (c) and (d) the estimated amounts of funds which will remain unobligated at the end of the grant funding period only if the federal grantor agency instructions provide for this. Otherwise, leave these columns blank. Enter in columns (e) and (f) the amounts of funds needed for the upcoming period. The amount(s) in Column (g) should be the sum of the amounts in Columns (e) and (f).</p> <p>For supplemental grants and changes to existing grants, do not use Columns (c) and (d). Enter in Column (e) the amount of the increase or decrease of federal funds and enter in Column (f) the amount of the increase or decrease of non-federal funds. In Column (g) enter the new total budgeted amounts plus or minus, as appropriate, the amounts shown in Columns (e) and (f). The amount(s) in Column (g) should not equal the sum of the amounts in Columns (e) and (f). Conditionally required.</p>	Enter the total amount of the Federal funds requested in Row 1, column (e). Leave the remaining rows column (e) blank. This amount must be consistent with the amount in Block 18a of the SF-424.
1(f)	New or Revised Budget: Non-Federal	<p>For new applications, leave Column (c) and (d) blank. For each line entry in Columns (a) and (b), enter in Columns (e), (f), and (g) the appropriate amounts of funds needed to support the project for the first funding period (usually a year). For continuing grant program applications, submit these forms before the end of each funding period as required by the grantor agency.</p>	Enter the total amount of the required Non-Federal cost share/match, if applicable, in Row 2, column (f) and leave the remaining rows of column (f) blank. This amount must be consistent with the total amount of Blocks 18b through 18f of the SF-424.

		<p>Enter in Columns (c) and (d) the estimated amounts of funds which will remain unobligated at the end of the grant funding period only if the federal grantor agency instructions provide for this. Otherwise, leave these columns blank. Enter in columns (e) and (f) the amounts of funds needed for the upcoming period. The amount(s) in Column (g) should be the sum of the amounts in Columns (e) and (f).</p> <p>For supplemental grants and changes to existing grants, do not use Columns (c) and (d). Enter in Column (e) the amount of the increase or decrease of federal funds and enter in Column (f) the amount of the increase or decrease of non-federal funds. In Column (g) enter the new total budgeted amounts plus or minus, as appropriate, the amounts shown in Columns (e) and (f). The amount(s) in Column (go) should not equal the sum of the amounts in Columns (e) and (f). Conditionally required.</p>	
1(g)	Total	Total for Row 1(a) – 1(f). If using electronic form, these numbers are auto calculated. Required.	This auto-calculates and must be consistent with the total amount in Block 18(a) of the SF424.
5	Totals	Total for each column. IF using electronic form, these numbers are auto calculated. Required.	This auto-calculates. Block 5(g) is the total proposed application budget.
SECTION B – BUDGET CATEGORIES			
6(1-2)	Grant Program Function or Activity 1 - 2	In the column headings (1) through (4), enter the titles of the same programs, functions, and activities shown on Lines 1-4, column (a), Section A. When additional sheets are prepared for Section A, provide similar column headings on each sheet. For each Grant Program, Function or Activity, fill in the total requirements for funds (both federal and non-federal) by object class categories. If using the Budget Information form through Grants.gov, the Grant Program, Function, or Activity is pre-populated by the Grant Program Function or Activity from column (A) in Section A – Budget Summary.	<p>The form will auto-populate “Federal” in the heading of Column 1. See the Budget Narrative Guidance https://www.fpacbc.usda.gov/about/grants-and-agreements/apply-to-a-funding-opportunity/index.html for guidance on what types of costs to include in each category.</p> <p>The form will auto-populate “Non-Federal” in the heading of Column 2. See the Budget Narrative Guidance https://www.fpacbc.usda.gov/about/grants-and-agreements/apply-to-a-funding-opportunity/index.html for guidance on what types of costs to include in each category.</p>

		Required.	
6(3-4)	Grant Program Function or Activity 3 - 4	In the column headings (3) through (4), enter the titles of the same programs, functions, and activities shown on Lines 3-4, column (a), Section A. When additional sheets are prepared for Section A, provide similar column headings on each sheet. For each Grant Program, Function or Activity, fill in the total requirements for funds (both federal and non-federal) by object class categories. If using the Budget Information form through Grants.gov, the Grant Program, Function, or Activity is pre-populated by the Grant Program Function or Activity from column (A) in Section A – Budget Summary. Required.	Leave all rows of this entire column blank.
6(a)	Personnel	Enter funds required for purpose/column heading from the selected program. If not applicable, leave blank. Optional.	Refer to Budget Narrative Guidance. This is an attachment to the NFO or is available at https://www.fpacbc.usda.gov/about/grants-and-agreements/apply-to-a-funding-opportunity/index.html .
6(b)	Fringe Benefits		
6(c)	Travel		
6(d)	Equipment		
6(e)	Supplies		
6(f)	Contractual		
6(g)	Construction		
6(h)	Other		
6(i)	Total Direct Charges (sum of 6(a) thru 6(h))	Sum of 6(a) thru 6(h). If using electronic form, these numbers are auto calculated. Required.	This auto-calculates.
6(j)	Indirect Charges	Enter the amount of indirect costs. If not applicable, leave blank. Optional.	Refer to Budget Narrative Guidance, which is included as an attachment to the NFO or is available at https://www.fpacbc.usda.gov/about/grants-and-agreements/apply-to-a-funding-opportunity/index.html .
6(k)	TOTALS (sum of 6(i) thru 6(j))	Enter the total of amounts on Lines 6i and 6j. (This amount is auto calculated if using Grants.gov.) For all applications for new grants	Row 6(k) of Columns (1) and (2) will auto-populate; all other columns should be blank.

		and continuation grants, the total amount in column (5), Line 6k, should be the same as the total amount shown in Section A, Column (g), Line 5. For supplemental grants and changes to grants, the total amount of the increase or decrease as shown in Columns (1)-(4), Line 6k should be the same as the sum of the amounts in Section A, Columns (e) and (f) on Line 5. If using electronic form, these numbers are auto calculated. Required.	The total must be consistent with the Federal total in Section A (row 5 columns (e) and (f)). All costs must comply with the cost principles of 2 CFR Part 200, Subpart E – Cost Principles . All costs must be allowable (2 CFR 200.403), allocable to the agreement (2 CFR 200.405), and reasonable in amount (2 CFR 200.404).
7	Program Income	Enter the estimated amount of total income, if any, expected to be generated from this project. If not applicable, leave blank. Optional.	If your project does not expect program income to be generated, leave this blank. Program income (see 2 CFR 200.1) 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). Program income includes but is not limited to income from fees for services performed, the use or rental or 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. This is the amount expected but may not necessarily be what is achievable under a resultant agreement.
SECTION C – NON-FEDERAL RESOURCES			
8(a)	Grant Program Function or Activity 1	Name of the grant program from which funds will be derived. Defaults to the corresponding program name in section A; but may be overwritten if called for by the instructions for this funding opportunity. Required.	This will auto-populate.
8(b-d)	Grant Program Function or Activity 2 - 4	Enter resources provided by the applicant for the selected program. If not applicable, leave blank. Optional.	Leave blank.
8(e)	(e) Total of Non-Federal Resources for Grant Program sum of line (a) through (d)	Total Sum of 8(b) thru 8(d). Required.	Leave blank.

12(b) thru 12(e)	Total (sum of lines 8-11)	Total for each column. If using electronic form, these numbers are auto calculated. Required.	
SECTION D – FORECASTED CASH NEEDS			
13	Federal Total for 1 st Year	Sum of Federal 1st Quarter – 4th Quarter Forecasted Cash Needs. If using electronic form, these numbers are auto calculated. Required.	Per agency guidance leave blank.
	Federal Forecasted Cash Needs for 1 st Quarter – 4 th Quarter	Enter the forecasted cash needs from federal sources for each quarter of the first program year. If not applicable, leave blank. Optional.	Leave blank.
14	Non-Federal for 1 st Year	Sum of Non-Federal 1st Quarter – 4th Quarter Forecasted Cash Needs. If using electronic form, these numbers are auto calculated. Required.	Per agency guidance leave blank.
	Non-Federal Forecasted Cash Needs for 1 st Quarter – 4 th Quarter	Enter the forecasted cash needs from non-federal sources for each quarter of the first program year. If not applicable, leave blank. Optional.	Leave blank.
15	TOTAL (sum of lines 13 and 14)	Total for each column. If using electronic form, these numbers are auto calculated. Required.	Per agency guidance leave blank.
	Total Forecasted 1st Year	Total Sum of 1st Year Federal and Non-Federal Forecasted Cash Needs. If using electronic form, these numbers are auto calculated. Required.	
	Total Forecasted 1 st Quarter – 4 th Quarter	Total each Quarter Federal and Non-Federal Forecasted Cash Needs. If using electronic form, these numbers are auto calculated. Optional.	Leave blank.
SECTION E – BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT			
16(a)	Grant Program	Name of the grant program from which funds will be derived. Defaults to the corresponding program name in section A; but may be overwritten if called for by the instructions for this funding opportunity. Required.	This will auto-populate.

16(b-d)	First Future Funding Period (year) – Third Future Funding Period (year)	Enter the estimated federal funds that will be required in each of the additional funding years for the selected program. Optional.	Leave blank.
16(e)	Fourth Future Funding Period (year)	Enter the estimated federal funds that will be required in the fourth funding year for the selected program. Optional.	Leave blank.
20	Total (sum of lines 16-19)	Total Sum of Estimated Federal Funds needed for balance of project per year. Auto calculated. Required.	Leave blank.
SECTION F – OTHER BUDGET INFORMATION			
21	Direct Charges	Use this space to explain amounts for individual direct object class cost categories that may appear to be out of the ordinary or to explain the details as required by the Federal grantor agency.	Leave blank.
22	Indirect Charges	Enter the type of indirect rate (provisional, predetermined, final or fixed) that will be in effect during the funding period, the estimated amount of the base to which the rate is applied, and the total indirect expense.	
23	Remarks	Provide any other explanations or comments deemed necessary.	

STATEMENT OF WORK FOR NRCS AGREEMENT

SPONSOR: Town of Wellfleet

PROJECT: Lieutenant Island Road Stormwater Treatment Project

WATERSHED FLOOD PREVENTION OPERATIONS
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", for the design and implementation of the Lieutenant Island Road Stormwater Treatment Project (ID# WE-SW-A-G) to improve water quality in nearby shellfishing areas under the Watershed Flood Prevention Operations (WFPO) Program's Cape Cod Water Resources Restoration Project.

OBJECTIVES

The installation of a new stormwater collection and treatment system to treat over 600 feet of Lieutenant Island Road to improve water quality to the seven outfalls from the road that enter shellfishing areas. The shellfishing areas have good populations of hard and softshell crabs on the north side of the road and oysters along the southern section.

BUDGET NARRATIVE

The official budget described in this Budget Narrative will be considered the total budget as last approved by the Federal awarding agency for this award.

Amounts included in this budget narrative are estimates. Reimbursement will be based on actual expenditures, not to exceed the amount obligated.

1. Total Estimated Project Budget: \$2,035,000.00

The budget includes:

Financial Assistance (FA) Costs for Construction (75% NRCS \$1,387,500, 25% Sponsor \$462,500):
\$1,850,000 in Construction Costs

Technical Assistance (TA) funds 100% NRCS:
\$185,000 in Project Management Costs

2. NRCS pays up to 75 percent of eligible construction costs, not to exceed \$1,387,500 and up to \$185,000 for eligible project management costs. Sponsor pays at least 25 percent of construction costs (estimated to be \$462,500) and all other project costs.
3. 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.

STATEMENT OF WORK FOR NRCS AGREEMENT

SPONSOR: Town of Wellfleet

PROJECT: Lieutenant Island Road Stormwater Treatment Project

4. NRCS will provide FA up to the amount of **\$1,387,500.00**, not exceeding actual eligible costs, as reimbursement to the Sponsor for approved on-the-ground construction costs. The Sponsor will provide the remaining construction funds, which will be at least 25% of the construction costs.
5. NRCS will provide TA up to the amount of **\$185,000.00**, not exceeding actual costs, as reimbursement to the Sponsor for eligible administrative costs directly charged to the project. These project administrative costs include but are not limited to soliciting, evaluating, awarding, and administering contracts for construction. Contract administration includes construction inspection, verification of invoices and installed quantities, recordkeeping, termination, and closeout documentation.
6. Construction Costs are expenses incurred for labor, materials, equipment, and services associated with installing the proposed stormwater treatment measures. These include direct costs associated with items such as site controls to facilitate construction, earthwork removal or replacement, purchase and installation of materials and appurtenances, restoration of disturbed areas, and other incidental items necessary to complete the work and stabilize the sites.

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 the work of improvement prior to moving into 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.

STATEMENT OF WORK FOR NRCS AGREEMENT

SPONSOR: Town of Wellfleet

PROJECT: Lieutenant Island Road Stormwater Treatment Project

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 or other procedure and documentation policy accepted by NRCS.
12. Obtain NRCS acceptance of the final design package prior to soliciting contractors to install the project. The design package 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.
 - a. The design shall include an assessment of sea level rise and ensure the stormwater treatment measures will function to 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 570, Stormwater Runoff Control, which requires the capture and treatment of the first inch of rainfall runoff over the contributing watershed and a minimum two-foot separation between the bottom of the treatment measure and the high groundwater elevation. In

STATEMENT OF WORK FOR NRCS AGREEMENT

SPONSOR: Town of Wellfleet

PROJECT: Lieutenant Island Road Stormwater Treatment Project

additional, the design and construction of the project shall meet and conform 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. 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.
18. Dispose of all claims resulting from the contract; secure prior written concurrence of the State Conservationist if NRCS funds are involved.
19. 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.
20. 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.
21. 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.
22. 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.

STATEMENT OF WORK FOR NRCS AGREEMENT

SPONSOR: Town of Wellfleet

PROJECT: Lieutenant Island Road Stormwater Treatment Project

23. Submit reports and payment requests to the local NRCS Project Manager and 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:
24. Performance reports: *semi-annual* Each report shall include a statement of progress, including the results to date and a comparison of actual accomplishments with proposed goals for the period; any current problems or unusual developments or delays; and work to be performed during the succeeding period if applicable.
25. 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.

STATEMENT OF WORK FOR NRCS AGREEMENT

SPONSOR: Town of Wellfleet

PROJECT: Lieutenant Island Road Stormwater Treatment Project

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. Provide a design, construction specifications, and drawings in accordance with standard 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.
2. Develop a quality assurance plan (QAP) for the project and submit it for NRCS review and concurrence.
3. The sponsor must provide NRCS with documentation of the actual cost incurred for the services acquired.
4. The Sponsor must provide NRCS with a signed Operation and Maintenance Agreement 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.
5. 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.
6. Schedule and facilitate a pre-construction meeting with the contractor, professional registered project engineer and representatives of the Sponsor and NRCS.
7. Provide all construction inspection and quality assurance for the project but must allow NRCS to perform periodic progress checks.

STATEMENT OF WORK FOR NRCS AGREEMENT

SPONSOR: Town of Wellfleet

PROJECT: Lieutenant Island Road Stormwater Treatment Project

- 8. 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.”
- 9. 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.
- 10. 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.
- 11. 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.
- 12. 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 Designs	September 2022
Announcement and solicitation of construction contracts	November 2022
Award construction contracts	December 2022
Date of estimated completion of construction	October 2023
Submission of As-built Documentation to NRCS	December 2023

Budget Narrative
Lieutenant Island Stormwater Treatment Project
Town of Wellfleet, MA

Total Project Budget: \$2,035,000

The budget includes:

Technical Assistance (TA) Costs:

- \$185,000 in Project Administration Costs (NRCS 100%)

Financial Assistance (FA) Costs:

- \$1,850,000 in Construction Costs (NRCS 75% Share: \$1,387,500, Sponsor 25% Share: \$462,500)

The Project Administration costs are for the solicitation, award and administration of the contract awarded for construction. Costs for solicitation and award include preparation of the construction contract solicitations, review of bids, contract coordination, and selection of a construction company. Costs for contract administration include compliance, construction inspection, verification of invoices and installed quantities, recordkeeping, termination, and closeout.

Construction Costs are expenses incurred for labor, material, equipment, and services associated with structural and land management implementation. Such costs include, but are not limited to, direct costs associated with items such as earthwork removal or replacement, purchase and installation of materials and appurtenances, restoration of disturbed areas, and other incidental items necessary to complete the work and stabilize the site.



SELECTBOARD
AGENDA ACTION REQUEST
Meeting Date: July 12, 2022



BUSINESS
~ D ~

REQUESTED BY:	John Wolf, Board Member
DESIRED ACTION:	To review, amend if needed and approve the Policy on use of public buildings
PROPOSED MOTION:	I move to approve the policy on the use of public buildings as amended and discussed at tonight's meeting. To be posted on the town's website under policies
SUMMARY:	
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____

PROPOSAL: POLICY FOR USE OF C.O.A. (or other town building)

The Wellfleet Senior Center [or other town building] is a municipal facility built for the purpose of benefitting Wellfleet's seniors. The facility is utilized to provide meaningful experiences, programs, activities and supportive services to enhance the quality of life for older adults and caregivers in our community. While the primary purpose of the Center is to serve seniors, the rooms and facilities may be used by public and private groups meeting for a variety of purposes, provided that such use conforms to this Policy.

A. Priority of Uses

Priority is given to the following uses of the Senior Center, in the following order:

1. Senior Center sponsored events
2. Groups and organizations affiliated with the Senior Center
3. Community-based educational, civic, charitable and cultural programs which provide benefit to Wellfleet seniors
4. Meetings of Town of Wellfleet boards and committees
5. All other public and private uses as permitted under Massachusetts law

B. Use for political purposes

Where consistent with the above "Priority of Uses," the Senior Center may be used by private groups for politically-related purposes. Such political purposes include, but are not limited to, a meeting of a political party Town Committee; a "meet & greet" for a candidate for local office; or a meeting to formulate and advance policy.

The Commonwealth's Office of Campaign and Political Finance has advised that the organizers of such political events are not required, as a condition of use, to invite or accommodate the public, members of opposing organizations or any other category of groups or individuals. However, the facility is used for such political purposes - e.g., candidate or other political advocacy - the facility must be made available to provide similar opportunities for use by other and/or opposing groups or organizations,

C. Scheduling of Use and Responsibilities of Users

Use of the Senior Center [other building] shall be reserved through [director of Senior Center] [other]. All such public and private uses of the Facility shall be scheduled during normal

operating hours of the Facility unless agreement is reached with the Director of the Facility for the use of the building after normal operating hours.

All groups or individuals scheduling such uses shall be responsible for leaving the Facility in the same condition as that in which it was found. All such users of the Facility shall agree to hold harmless and indemnify the Town of Wellfleet, Wellfleet Council on Aging [substitute other facility name], and all their officers, employees and agents, from any claims by any person for damages for injuries including loss of life and loss of property and arising from or related to an event or incident occurring on or about the Senior Center [or other Facility] building and/or grounds, in use during the event.

Please note that while the policy proposal references the Senior Center, consideration should be given to application of this policy to other town buildings having appropriate facilities.

The Wellfleet Adult Community Center is a municipal facility built on land owned by the Town of Wellfleet for the explicit purpose of benefitting Wellfleet's older adults. The facility is utilized to provide meaningful experiences, programs, activities, and supportive services to enhance the quality of life for older adults and caregivers in our community.

All meetings and events to be held at the Wellfleet Adult Community Center must adhere to the following criteria:

- Be approved by the Director of Community Services
- Be scheduled based on the following priorities:
 - Adult Community Center sponsored events
 - Town of Wellfleet departments, committees, sponsored events
 - Groups and organizations affiliated with the Adult Community Center
 - Community based educational, civic, charitable and cultural group programs which provide benefit to Wellfleet's older adults
 - Other events intended to celebrate or recognize older adults and caregivers.
- Be approved by the Director of Community Services
- Be scheduled based on the following priorities:
 - Adult Community Center sponsored events
 - Town of Wellfleet departments, committees, sponsored events
 - Groups and organizations affiliated with the Adult Community Center
 - Community based educational, civic, charitable and cultural group programs which provide benefit to Wellfleet's older adults
 - Other events intended to celebrate or recognize older adults and caregivers.
- Reservations will be made on a first-come, first- served basis
- Private groups and events charging and entrance fee will be required to pay for the use of the room in advance of the event using the fee schedule approved by the Selectboard.
- The group using the space is responsible for all set-up and break down of rooms. The building must be left in the same condition as it was found.
- No alcoholic beverages are allowed in the building or on the premises at any time without first obtaining a one day liquor license from the Selectboard. If alcoholic beverages are served, proof of insurance must accompany the reservation. If said proof is not furnished prior to the function, no alcoholic beverages will be consumed.
- Smoking of any kind is not allowed in Town buildings.
- Any and all damages to the building, furnishings, or property are the responsibility of the group using the space
- ***The building is not available for use when Town offices are closed for holidays or weather related closures.**
- At the discretion of the Director, groups using the space outside of regular Center hours may be required to hire a building monitor.
- Must not involve commercial solicitations. If the Adult Community Center requests representatives of a private business to conduct a seminar or supply items for an event, the business will be recognized for its contribution but will not be allowed to solicit business. Vendors and speakers may distribute informational handouts, at the

discretion of the Director, if they provide benefit to Wellfleet's older adults. Participation by such groups does not imply Adult Community Center endorsement of the group's aims, policies, or activities.

- Must not involve political solicitation for any candidate, ballot question or political party, except when an open public forum is held at the Adult Community Center, with equal access given to all candidates and viewpoints.
- Must not interfere with the normal operation of the Adult Community Center.
- The use of the building does not include access to the video equipment located in the building for hybrid meetings.
- The kitchen is not available for use by the public.
- Agree to indemnify and hold harmless the Town of Wellfleet, Wellfleet Council on Aging and all of their officers, employees and agents from any claims asserted by any person for damages for personal injuries including loss of life and/or loss of property and arising from or related to an event or incident occurring on or about the Adult Community Center Building and/or grounds, in use during the event.

The 2nd COME MEET THE WRITE-IN CANDIDATES FOR THE WELLFLEET SELECTBOARD

HOSTED BY
WELLFLEET
CITIZENS FOR
A FRESH
START IN
TOWN
GOVERNMENT

WELLFLEET'S WRITE-IN CANDIDATES



BARBARA CARBONI
Write-In Candidate
Wellfleet Selectboard



TIMOTHY SAYRE
Write-In Candidate
Wellfleet Selectboard

THURSDAY APRIL 28, 2022

AT 7PM TO 8:30PM

LET'S VOTE IN A FRESH START FOR WELLFLEET!

Wellfleet Adult Community Center

715 Old Kings Highway, Wellfleet, MA



Lydia Vivante <vivantlydia@gmail.com>

Selectboard Candidates at Town Committee Meeting

6 messages

Dale Donovan <dwellfleet@comcast.net>
To: Lydia Vivante <vivantlydia@gmail.com>

Wed, Jun 9, 2021 at 8:01 AM

I hope you will include John Wolf in your meeting tomorrow. There is no justification for having one announced write-in candidate and not the other. Doing so makes this meeting seem very partisan.

The Charter has been clear about nonpartisan elections since it was adopted:

Section 6-2 Town Elections Nonpartisan

6-2-1 All Town elections shall be nonpartisan, and election ballots shall be printed without any party mark, emblem, vignette, or designation whatsoever.

Lydia Vivante <vivantlydia@gmail.com>
To: Moe & Yvonne Barocas <abiyoyo1@aol.com>

Wed, Jun 9, 2021 at 9:15 AM

Hi Moe,
Please have a look at Dale's message.
I am preparing a response.

Lydia
[Quoted text hidden]
--

.....
Lydia Vivante 320 Main Street, Wellfleet, Massachusetts 02667

abiyoyo1@aol.com <abiyoyo1@aol.com>
Reply-To: abiyoyo1@aol.com
To: "vivantlydia@gmail.com" <vivantlydia@gmail.com>

Wed, Jun 9, 2021 at 9:55 AM

Lydia

Do you have John Wolf's email address or phone number? Ira mentioned that he has them. If you need that I can call Ira or Dick Elkin for them.

Moe
[Quoted text hidden]

Lydia Vivante <vivantlydia@gmail.com>
To: Moe & Yvonne Barocas <abiyoyo1@aol.com>

Wed, Jun 9, 2021 at 9:59 AM

Thanks for offering. I texted John Wolf this morning. His phone is: 774-487-8917

LV

[Quoted text hidden]

Lydia Vivante <vivantelydia@gmail.com>
To: Dale Donovan <dwellfleet@comcast.net>

Thu, Jun 10, 2021 at 7:31 AM

Dale, thanks for your message and the Wellfleet Town Charter notes. We asked John Wolf to attend our June 10 Wellfleet Democratic Town Committee meeting and he accepted.

As maybe you know, the Forum is holding a Candidates Night on June 23 at 7 via Zoom.

Enjoy the summer!
Lydia

[Quoted text hidden]
[Quoted text hidden]

Dale Donovan <dwellfleet@comcast.net>
To: Lydia Vivante <vivantelydia@gmail.com>

Thu, Jun 10, 2021 at 7:33 AM

Many thanks Lydia.

On Jun 10, 2021, at 7:31 AM, Lydia Vivante <vivantelydia@gmail.com> wrote:

Dale, thanks for your message and the Wellfleet Town Charter notes. We asked John Wolf to attend our June 10 Wellfleet Democratic Town Committee meeting and he accepted.

As maybe you know, the Forum is holding a Candidates Night on June 23 at 7 via Zoom.

Enjoy the summer!
Lydia

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The Charter has been clear about nonpartisan elections since it was adopted:

<Screen Shot 2021-06-09 at 7.56.24 AM.png>
[Quoted text hidden]

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/'pɑː.tɪ.zən/



strongly supporting a person, principle, or political party, often without considering or judging the matter very carefully:

- *The audience was very partisan, and refused to listen to her speech.*
- *partisan politics*

See also

[bipartisan](#)



THE COMMONWEALTH OF MASSACHUSETTS
OFFICE OF CAMPAIGN & POLITICAL FINANCE

ONE ASHBURTON PLACE, ROOM 411
BOSTON, MASSACHUSETTS 02108

MICHAEL J. SULLIVAN
DIRECTOR

TEL: (617) 979-8300
(800) 462-OCPF
FAX: (617) 727-6549

OCPF-IB-91-01

Issued: October 31, 1991

Revised: February 25, 2015

INTERPRETIVE BULLETIN

**The Use of Governmental Resources
for Political Purposes**

This office frequently is asked about the extent to which public resources may be used for political purposes, most often whether public resources may be used to distribute information to voters concerning a municipal ballot question. In addition, questions have been asked regarding whether public facilities, especially buildings and other property, may be used by groups supporting or opposing a particular ballot question or candidate.

This Interpretive Bulletin addresses restrictions on the use of governmental resources for political purposes under the campaign finance law, M.G.L. c. 55. It is important to note, however, that a separate statute, the Massachusetts conflict of interest law, M.G.L. c. 268A, also restricts public employees' use of governmental resources. In some cases, the conflict of interest law prohibits activity not addressed by the campaign finance law. Public officials should ensure that their activities comply with both statutes. The conflict of interest law is enforced by the State Ethics Commission, and questions regarding the conflict of interest law should be directed to that office.¹

In general, the campaign finance law prohibits the use of public resources for political purposes, such as public employees engaging in campaign activity during work hours or using their office facilities for such a purpose. For example, a candidate who also works in a public office may not use the office phones or computer to conduct campaign work.

The law prohibits the use of public funds or other public resources to support or oppose a question put to voters, such as the use of public resources to distribute a mailing days before an election. The law does not, however, prohibit the expression of views by public officials concerning ballot questions to the extent such expression is within the scope of their official responsibilities and protected by the First Amendment.

¹ The Ethics Commission has issued Advisory 11-1 "Public Employee Political Activity," which is posted on the Commission's website at <http://www.mass.gov/ethics/education-and-training-resources/educational-materials/advisories/advisory-11-1.html>. The Ethics Commission can be reached at 888-485-4766 or 617-371-9500.

I. Scope of the restriction, in general

In Anderson v. City of Boston, 376 Mass. 178, 187, 380 N.E.2d 628 (1978), appeal dismissed, 439 U.S. 1069 (1979), the Supreme Judicial Court indicated that public resources may generally not be used for political purposes. In that case, the court concluded that the City of Boston could not use public funds to set up an office "for the purpose of collecting and disseminating information about the impact" of a ballot question. The court stated that the campaign finance law is "comprehensive legislation" which "preempt[s] any right which a municipality might otherwise have to appropriate funds for the purpose of influencing" the outcome of a ballot question. 376 Mass. at 185-186.

The court pointed to Section 22A of Chapter 55, which states that "[n]othing contained herein shall be construed as authorizing the expenditures of public monies for political purposes." The court also stated that:

[T]he Legislature may decide, as it has, that fairness in the election process is best achieved by a direction that political subdivisions of the State maintain a "hands off" policy. It may further decide that the State government and its various subdivisions should not use public funds to instruct the people, the ultimate authority, how they should vote.

376 Mass. at 194-195.

The analysis in Anderson applies to the Commonwealth and its "political subdivisions," which use taxpayer or rate payer funds. 376 Mass. at 193. Political subdivisions of the commonwealth include all agencies within the state government, and within county, regional, town and city governments. State authorities, e.g., the Massachusetts Port Authority and the Massachusetts Turnpike Authority, and state institutions of higher education are subject to the restrictions articulated in the case. See § 179 of ch. 655 of the Acts of 1989. In addition, the Anderson decision applies to municipal utilities that rely on fees paid by ratepayers. See AO-95-42. Finally, non-profit organizations that are supported by state tax revenues and other public funds may not use such revenues to support or oppose a candidate or a ballot question. See AO-95-41 and AO-96-25.

"Governmental resources" include anything that is paid for by taxpayers, e.g., personnel, paper, stationery and other supplies; offices, meeting rooms and other facilities; copiers, computers, telephones, fax machines; automobiles and other equipment purchased or maintained by the government. A bulk mail permit is also considered a governmental resource.

Chapter 55 was enacted to regulate "election financing." Anderson, 376 Mass. at 185 (emphasis added). The prohibition on the use of governmental resources for political purposes therefore applies to all expenditures made to promote or oppose a matter placed before voters at the polls, such as a ballot question. In municipal elections, the Anderson restriction and other provisions of the campaign finance law are generally triggered once the appropriate municipal authority, i.e., the board of selectmen, city or town council or mayor, decides to place the question on the ballot. See IB-90-02. However, there are cases where the law would apply to activity undertaken before a question is officially placed on the ballot. Funds spent prior to a question being "on the ballot" may also be subject to campaign finance law if the funds are spent to influence the outcome of an anticipated ballot question. Id.

Although it applies to anticipated ballot questions, the prohibition does not extend to expenditures made to discuss policy issues (e.g., the need to renovate aging school buildings), which currently are not the subject of a scheduled or anticipated ballot question, but may at some **undetermined** future point become the subject of a ballot question. In addition, the prohibition does not apply to expenditures concerning public policy issues that are not, and are not expected to be, the subject of an election. An example would be an issue that is on the warrant for a town meeting only, as noted later in this bulletin.

This bulletin deals largely with the publicly funded distribution of information, especially printed matter, as it relates to the Anderson restriction. Such distribution is the most common source of questions and complaints to OCPF. This bulletin does not, however, concern the speech of public officials regarding a ballot question, such as comments supporting or opposing a question or statements made during public meeting. Such comments are generally unrestricted by the campaign finance law. See Interpretive Bulletin IB-92-02, "Activities of Public Officials in Support of or Opposition to Ballot Questions."

II. Distribution of information relating to ballot questions

Public officials often wish to distribute, or assist others in distributing, information relating to ballot questions at public expense. Such distribution is generally not appropriate. It is appropriate only if it is consistent with specific statutes authorizing distribution of information. Most significantly, section 18B of chapter 53 establishes a mechanism for local governmental officials to provide information to voters regarding ballot questions in a manner similar to the "red book" that is distributed prior to state elections by the Secretary of the Commonwealth to provide voters with information regarding state ballot questions.² See M.G.L. c. 54, §§ 53 and 54 (relating to the distribution of the "red book"). Section 18B establishes the timeline for actions that must be taken by local officials if a city or town decides to provide information to voters relating to ballot questions. It specifies that after a governing body of a city or town has decided to distribute voter information in accordance with section 18B, the city or town, if it complies with the timeline and other provisions of the statute, must prepare and distribute informational material, including a brief summary of the ballot question and arguments for and against the question, to voters.³

The general rule, if distribution of information is not undertaken consistent with section 18B, is that governmental resources may *not* be used to distribute voter information commenting on the substance of a ballot question. The prohibition applies whether the material that is distributed advocates for or against a question (it is "advocacy") or simply purports to be objective and factual (it is "informational"). As noted above, Anderson prohibits the distribution of advocacy material. As for informational material, distribution is prohibited unless consistent with section 18B or other statutory authority. If a municipality does not accept section 18B and comply with its provisions, or is not authorized to distribute information in accordance with another statute, the use of public resources to make an unsolicited distribution of information relating to the

² Questions relating to the interpretation of section 18B should be directed to the Secretary of the Commonwealth's Elections Division, which may be reached at (617) 727-2828.

³ In addition, several municipalities have obtained special legislative authority, allowing them to distribute informational material, including Newton (Chapter 274 of the Acts of 1987), Cambridge (Chapter 630 of the Acts of 1989), Sudbury (Chapter 180 of the Acts of 1996), Burlington (Chapter 89 of the Acts of 1998), Dedham (Chapter 238 of the Acts of 2002), Lancaster (Sections 285-288 of Chapter 149 of the Acts of 2004), Yarmouth (Chapter 404 of the Acts of 2006), Shrewsbury (Chapter 427 of the Acts of 2006), Plymouth (Chapter 50 of the Acts of 2008), and Hubbardston (Chapter 370 of the Acts of 2010). Also, at least one other state law allows governmental entities to distribute information to voters regarding ballot questions: M.G.L. c. 43B, § 11, which directs the city council or board of selectmen to distribute the final report of a charter commission to voters.

substance of a ballot question, such as a blanket mailing or other publicly funded dissemination of material, outside of an official meeting, would not comply with Anderson.

Two examples illustrate the circumstances in which the office most often finds that information has been distributed (by municipalities that have not accepted the provisions of section 18B) in violation of Anderson. Both concern the preparation and distribution of information that deals with a ballot question, though the method of distribution varies in each example.

- 1) A board of selectmen uses public funds to prepare and distribute a mailing (or an email) to all town residents concerning an upcoming Proposition 2 ½ override. The mailing either argues for a yes vote or provides arguably "objective" information about the question. If the mailing calls for a particular vote, it is an inappropriate use of public resources and violates Anderson. Even if the mailing simply provides "information" concerning the question, however, and may reflect an effort to be neutral, it violates Anderson, unless distribution takes place in accordance with either section 18B of chapter 53 or other law.
- 2) A public school system prepares and distributes to teachers a flyer similar to the one noted in the first example. While there is no town-wide mailing, public resources are still used: school resources to prepare or copy the flyer, and the time of teachers in distributing it to students. Therefore, school officials should not ask children to take literature (including literature prepared by a parent/teacher organization) regarding the substance of a ballot question home from school to give to parents.⁴ See AO-94-11.

Although the scope of the general rule prohibiting distribution of public resources absent legislative authority is broad, there are several exceptions. As discussed below, public officials may prepare and make available certain information since such activity is consistent with their official responsibilities. Examples of such allowable actions would be preparing material and giving out copies at official meetings or sending it to voters who have requested more information. This type of activity, discussed below and in IB-92-02, is limited in scope and, in general, complies with Anderson.

A. Distribution of information relating to Town Meeting

In addition to consideration by voters at the polls, some ballot questions, such as Proposition 2½ overrides and debt exclusions, also involve review by town meeting or a city or town board in the weeks and months prior to, or shortly after, an election.

The campaign finance law does not regulate expenditures of public funds made for the purpose of lobbying town meeting or city or town boards or for other purposes not designed to influence voters at an election. See AO-93-36 and AO-94-37 (stating that the campaign finance law does not regulate expenditures made primarily to affect the deliberations on a warrant article at town meeting). Municipal officials are not restrained from using public resources to distribute information regarding a warrant article to residents prior to a town meeting, as long as the material is distributed primarily to influence the town meeting.

⁴ This office is sometimes asked about teachers' discussion of a ballot question, such as an override, in the classroom. Such activity often engenders controversy and is seen as an indirect attempt to influence parents, even if it is undertaken for educational or information purposes. Since there is no explicit prohibition of this activity under the campaign finance law, questions or concerns about such activity should be directed to local school officials or the Massachusetts Department of Education.

Material distributed using public funds prior to a town meeting may not advocate a position on a ballot question. For example, a report summarizing or supporting a warrant article pending before town meeting may not also urge a vote in a subsequent town election.

In addition, because it is not always easy to determine the primary purpose of material distributed before a town meeting and related election, municipal officials *should be careful to avoid any discussion regarding an election* in such material. Even if it does not expressly urge a vote in an election, any discussion regarding an election in a flyer or other document distributed using public resources may raise an inference that the document is being distributed to influence the election.

There are, however, limited circumstances where the mere mention of an election in a document that is distributed using public resources prior to a town meeting would not violate the campaign finance law. For example, the town meeting warrant may include a reference to a subsequent election, especially in the context of a town meeting vote that is contingent on an override vote. In addition, a town's finance committee may use governmental resources to distribute a booklet containing its report and recommendations on warrant articles, if the recommendations are limited in scope to the warrant articles and the content of the booklet would reasonably be seen as primarily providing information in connection with town meeting, not the election which may take place after the town meeting. In such circumstances, the mention of the election is clearly secondary to the material's primary purpose of providing information relating to town meeting.

The above examples deal with situations where town meeting precedes the election. In contrast, where an election, instead of following town meeting, precedes the relevant town meeting, OCPF advises that public resources should generally not be used to distribute information to voters until *after* the election. Distribution after the election eliminates any inference that taxpayer funds are being inappropriately used to influence or affect the outcome of the election. See AO-04-02 (relating to the distribution of the report and recommendations of a finance committee with the town meeting warrant).

Material that raises legal concerns under Anderson should be distributed with private funds by entities such as a duly organized ballot question committee or an existing association, corporation or other organization, in accordance with M.G.L. c. 55. Officials unsure about the appropriateness of any material planned for distribution should contact OCPF, which will review it and make a recommendation.

B. Preparation of material by officials; restrictions on distribution

Policy-making officials may act or speak out concerning ballot questions in their official capacity and during work hours if in doing so they are acting within the scope of their official responsibilities. See IB-92-02.

Such responsibilities may include preparing a document for use in responding to public inquiries or taking steps to understand the implications of a ballot question that is within their area of responsibility. An official may therefore produce a document that deals with a ballot question, such as a summary of the effects of the question or an agency's position on the question, as long as such preparation is in accordance with his or her official responsibilities and does not expressly advocate a vote on an upcoming election.

An example of a document that concerns a ballot question but does not pose an immediate problem under Anderson is a report prepared by a school building committee supporting the need for a new facility

that will be the subject of a Proposition 2½ debt exclusion. The document would be a public record. It may be provided to those who ask for it, such as a citizen who calls the official seeking more information on the ballot question. Any person or group, at that person or group's expense, in turn may distribute the information to voters without violating the campaign finance law if the person or group complies with the campaign finance law's reporting and disclosure requirements. In addition, information prepared by a governmental entity regarding a ballot question may be posted on a bulletin board at town hall, and it may be made available at a counter or other convenient location for the public. It may also be posted on a governmental website.⁵ See AO-01-27, and IB-04-01.

While the preparation of the document is allowable, its distribution by a public entity on a larger scale, beyond those who seek out the document or receive it at official meetings as noted below, would raise concerns under Anderson. Because the document is a public record, however, it may be copied and mailed to residents by a private entity using private funds, such as a parent-teacher organization (PTO), a ballot question committee or a corporation. See IB-92-02. The entity would, however, have to report the expenditures in accordance with the campaign finance law's requirements.

C. Distribution of information at public meetings or hearings

Governmental resources may be used to produce and distribute, or make available, a reasonable quantity of a summary or other document, e.g., an architect's report on a proposed new school building, at a meeting or hearing of the governmental entity, even if the document advocates a particular vote in an anticipated election or otherwise refers to such an election. In meetings or hearings conducted by a public body, materials prepared by or for the body may be distributed to persons in attendance where such materials are designed to facilitate discussion or where the materials otherwise relate to the agenda of the meeting.⁶

The content of such material is generally not subject to Anderson, even if it references or makes a recommendation concerning an upcoming ballot question, because its primary purpose is to facilitate the meeting. Such unsolicited distribution of the material to a larger audience after a meeting should be avoided.

D. Distribution of notices of public meetings or municipal elections

The campaign finance law does not restrict the distribution of some basic information, such as notice of a public meeting held by a governmental body or a notice regarding an upcoming election.

Public resources may be used to prepare and distribute a brief neutral notice to voters announcing the times and dates of meetings such as the type referred to in the previous section, as well as notices of meetings of governmental bodies. For example, a notice of a selectmen's meeting to discuss the municipal budget and an upcoming override may be distributed at public expense. Such notice should be confined to a simple notice of the meeting and avoid any discussion of the substance or merits of the override. A notice that encourages people to attend so they can "learn why an override is needed" would not comply with this standard.

⁵ It may not, however, be distributed to voters electronically using a government server, i.e., by email.

⁶ Generally, such public documents may not be reproduced using public funds if they are to be distributed at a meeting sponsored or organized by a ballot question committee. The documents could, however, be distributed by an official who has been invited to speak at a meeting of other private groups regarding a ballot question within the scope of the official's area of responsibilities.

In addition, public resources may be used to distribute information that simply advises voters of an upcoming vote, such as a notice of the time, date and place of a municipal election. Information distributed using public resources may urge people to vote, and provide information about how to register to vote. Also, such information may include a brief neutral title describing the ballot question, and the text of the ballot question. **Extreme care should be taken to avoid any appearance of advocacy.** For example, the title "school expansion project" would be appropriate. On the other hand, titles which would not be appropriate include "ballot question relating to need for school expansion," or "ballot question addressing school overcrowding problem."

III. Use of government buildings or other public facilities or resources

Notwithstanding the Anderson prohibition, there are limited circumstances in which groups supporting or opposing a ballot question may use public resources. In its decision, the court stated that the city's use of publicly funded facilities "would be improper, at least unless each side were given equal representation and access." 376 Mass. at 200.

"Equal access" means that a group supporting or opposing a ballot question, such as a registered ballot question committee, may be allowed to use a room or other space in a public building for a meeting, as long as a group on the opposing side is given the opportunity, on request, to have a similar meeting, on the same terms and conditions.

"Equal access," if provided, does not mean that proponents or opponents must be invited to attend a particular event or be asked or permitted to speak at an event. See AO-90-02. For example, an opponent of a ballot question who demands an opportunity to speak at a meeting of the committee supporting the question is not entitled to such an opportunity under the equal access rule. The content and agenda of the meeting is set and controlled by the group using the space.

While a political meeting in a public building may be allowable under the campaign finance law, the meeting may not include any fundraising activity. Political fundraising is not allowed in buildings occupied for governmental purposes, such as city and town halls and schools. In addition, as previously noted, public employees who work in those buildings are also prohibited from raising funds for any political purpose. See M.G.L. c. 55, § 13-17 and IB-92-01.

"Equal access" does not mean that a private group may use a room or building which has been used for a meeting by a public body, such as a board of selectmen, within the scope of its official responsibilities, even if the public body endorsed or discussed a ballot question at its meeting and the private group opposes the ballot question. The "equal access" requirement also does not provide individuals or groups any right to speak or be placed on the agenda at a public meeting of a governmental body, such as a board of selectmen or school committee. Nor does it mean that an opponent of a ballot question is entitled to such access to distribute information, after the public body has made ballot question information, prepared within the scope of the entity's responsibilities, available to the public in the building or at the meeting. See AO-01-27.

⁷ A municipality may choose, however, to not allow any access to meeting space by political committees; such a policy does not violate the campaign finance law as long as it is evenly applied to all groups. In other words, equal access may mean no access by political groups. See AO-04-06.

The equal access requirement generally is not triggered by the use of public facilities by parent-teacher organizations (PTOs) for regularly scheduled PTO meetings, even if a meeting is used in part to discuss the merits of a ballot question. The primary purpose of PTOs is not to promote or oppose ballot questions. In short, "equal access" is triggered by the use of governmental resources by private groups organized to influence a ballot question, or when private groups use public resources primarily for that purpose.

In addition to access to buildings or space for meetings, groups may be given the opportunity, if equal access is provided, to distribute non-fundraising flyers regarding a ballot question in public buildings. If each side is provided the same opportunity, proponents and opponents may also be offered access to certain public services, such as mailing labels (AO-88-27), a city council chamber for campaign announcement (AO-89-28), faculty mailboxes in public school to distribute non-fundraising campaign material (AO-04-06), or a public park for a political rally (AO-92-28). In addition, a state or local governmental agency may, as part of a collective bargaining agreement, use public resources to administer a payroll deduction plan for a public employee PAC, since the use of such resources would be for the purpose of fulfilling the governmental entity's contractual obligation, not primarily to provide a benefit to the PAC. See AO-03-04. A municipality or agency, which provides such a resource, must be reimbursed for any additional out-of-pocket expenses incurred in providing the resource. See AO-03-04.

The campaign finance law does not regulate the extent to which proponents and opponents of a ballot question may have access to cable television resources. Questions relating to such access should be addressed to the Cable Television Division of the Massachusetts Department of Telecommunications and Cable at (617) 305-3580. See M-99-01.

IV. Privately-funded political committees and other permissible activities

Government officials, public employees or anyone else who wishes to oppose or promote a ballot question may undertake such activity using private funds, through a ballot question committee or other existing organization.

A separate ballot question committee should first be established with the local election official, in the case of a municipal ballot question, or with OCPF, in the case of a question put to voters on the state ballot. This committee may then be used to raise and expend funds to promote or oppose the ballot question. Public employees may not solicit or receive any contribution on behalf of the committee, although they may make contributions and participate in activities of the committee that do not involve fundraising. A school newsletter prepared using public resources, or a PTO newsletter, if distributed by teachers, should not be used to help support a ballot question committee. For example, it should not announce the formation of a ballot question committee or provide information on how to contact the committee. See AO-00-06.

A group may not solicit or receive contributions to support or oppose a ballot question until it organizes and registers as a ballot question committee. Where two or more persons "pool" their money to support or oppose a question, e.g., to pay for an advertisement, the persons should first register as a ballot question committee. Such groups are subject to all the reporting and disclosure provisions of M.G.L. c. 55.

Groups such as parent-teacher organizations and local teachers' unions, which do not raise funds specifically to influence the vote on a ballot question, may make expenditures from existing funds to support or oppose a ballot question, and may make contributions to a ballot question committee. See IB-88-01 ("The Applicability of the Campaign Finance Law to Organizations Other Than Political Committees"). Groups making expenditures must, however, file a report (OCPF Form M22 or 22) with either the local election

official or OCPF to disclose the expenditures. See IB-90-02. In addition, individuals spending \$250 or more to influence a ballot question (unless the individual's expenditure is made in the form of a contribution to a ballot question committee) must also file the report. See M.G.L. c. 55, § 22.

V. Expenditures of Governmental Resources - Remedies

The treasurer of any city, town or other governmental unit, which has made expenditures or used public resources to influence or affect the vote on any question submitted to the voters, must file a report with the clerk disclosing such activity. See M.G.L. c. 55, § 22A and M-95-06.⁸

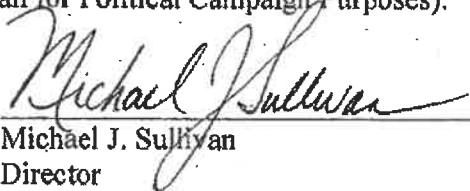
Because of the differing circumstances and severity of instances of the improper use of public resources to influence elections, the final disposition and remedies in such cases may vary. Where the use of public resources is minor or difficult to quantify, or where officials are not aware of the restrictions, OCPF focuses on providing guidance to ensure that the action is not repeated.

In other cases, however, restitution of funds adjudicated to have been spent contrary to law may be required. Such restitution may not be paid from public funds. It may, however, be paid by a ballot question committee, association or other private group or individual. Any officer of a governmental unit violating § 22A may be subject to criminal penalties.

Finally, any ten persons may file suit to restrain illegal use of public funds at the local level by filing a ten taxpayer suit. See M.G.L. c. 40, § 53. It was such a "ten taxpayer" suit that led to the Anderson decision. At the state level, any 24 taxpayers can file a similar suit. See M.G.L. c. 29, § 63.

VI. Other Bulletins and Memoranda

This bulletin provides general guidance. If you are in doubt regarding the scope of the campaign finance law, you should contact OCPF at (800) 462-OCPF or (617) 979-8300. This office's web site, www.ocpf.us, provides additional guidance on this and other campaign finance topics. In addition, related interpretive bulletins and memoranda which may be of interest -- and which may be downloaded from OCPF's website -- include: IB-90-02 (Disclosure and Reporting of Contributions and Expenditures Related to Ballot Questions); IB-92-01 (The Application of the Campaign Finance Laws to Public Employees and Political Solicitation); IB-92-02 (Activities of Public Officials in Support of or Opposition to Ballot Questions); IB-95-02 (Political Activity of Ballot Question Committees and Civic Organizations' Involvement in Ballot Question Campaigns); M-95-06 (Disclosure of expenditures of public resources required under M.G.L. c. 55, § 22A); and IB-04-01 (Use of the Internet and E-mail for Political Campaign Purposes).


Michael J. Sullivan
Director

⁸ A report is not required where distribution occurs in accordance with section 18B of chapter 53 or other legislation authorizing the distribution of voter information.



SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: July 12, 2022

V

BUSINESS

~ E ~

REQUESTED BY:	Ryan Curley, Chair
DESIRED ACTION:	To review, amend if needed, and vote on the draft Code of Conduct
PROPOSED MOTION:	I move to approve the Code of Conduct as amended at tonight's meeting.
SUMMARY:	
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____

I. PURPOSE

The Town 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. 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.

III. CODE OF CONDUCT

All Town elected and appointed officials must act 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.

Further, all elected and appointed officials of the Town must assume the following responsibilities:

III 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 specifically authorized by a recorded vote to do so.
- 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 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.
- vi Demonstrate respect for the public that you serve.
- vii Unless specifically exempted, conduct the public's business in a manner that promotes open and transparent government.

- viii Safeguard confidential information.
- ix Conduct official business in such a manner that 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 Conflict of Interest Law (M.G.L. c. 268A);
 - o Massachusetts Procurement Laws;
 - o Town Personnel Bylaw
 - o Town of Wellfleet Employee Personnel Manual

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 at official legal meetings is binding and that 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 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 communication that exists in executive session.
- 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. Never publicly criticize an individual employee or a department. Concerns about staff performance should only be made to the Town Administrator through private communication.
- iv. 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 AND EDUCATION

- 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 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.

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.

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 or Selectboard shall then take such action as is authorized by law and as it deems fit in response to the matter.

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 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.

Rebekah Eldridge

From: Hillary Lemos
Sent: Tuesday, January 11, 2022 10:44 AM
To: Rebekah Eldridge
Subject: RE: actual attachment

No comment

From: Rebekah Eldridge <Rebekah.Eldridge@wellfleet-ma.gov>
Sent: Tuesday, January 11, 2022 10:31 AM
To: Dept. Heads <DeptHeads@wellfleet-ma.gov>
Subject: actual attachment

Would be very helpful if I attached the code of conduct document for you to be able to discuss



Rebekah L. Eldridge
Executive Assistant to the Town Administrator
(508) 349-0300 ext 1100
774-383-2609 (cell)
M-F 8am-12noon; 1pm-4pm

Rebekah Eldridge

From: Fred Magee <jfred.magee@gmail.com>
Sent: Tuesday, January 11, 2022 11:22 AM
To: Rebekah Eldridge
Subject: Re: Code of Conduct Review

Rebekah,

One basic question is whether this code of conduct specific to Wellfleet? How much of it has been taken from Mass General Law vs. created by local resources?

Thanks, Fred

On Tue, Jan 11, 2022 at 10:17 AM Rebekah Eldridge <Rebekah.Eldridge@wellfleet-ma.gov> wrote:

Good Morning,

The Selectboard has asked me to send this out to all board and committees to review and send back any comments or information you'd like to give. Please return them to me by February 28, 2022. Let me know if you have any questions,

Rebekah



Rebekah L . Eldridge

Executive Assistant to the Town Administrator

(508) 349-0300 ext 1100

774-383-2609 (cell)

M-F 8am-12noon; 1pm-4pm

Rebekah Eldridge

From: Merrill Mead-Fox <mmeadfox@gmail.com>
Sent: Tuesday, January 11, 2022 1:26 PM
To: Rebekah Eldridge
Subject: Re: Code of Conduct Review

Thanks for sending this, Rebekah. Excellent Code of Conduct, that I imagine other towns may want to copy!

Best,

Merrill Mead-Fox
Co-Chair
Historical Commission

On Tue, Jan 11, 2022 at 10:17 AM Rebekah Eldridge <Rebekah.Eldridge@wellfleet-ma.gov> wrote:

Good Morning,

The Selectboard has asked me to send this out to all board and committees to review and send back any comments or information you'd like to give. Please return them to me by February 28, 2022. Let me know if you have any questions,

Rebekah



Rebekah L. Eldridge

Executive Assistant to the Town Administrator

(508) 349-0300 ext 1100

774-383-2609 (cell)

Rebekah Eldridge

From: William Sullivan
Sent: Tuesday, January 11, 2022 1:46 PM
To: Rebekah Eldridge; Dept. Heads
Subject: RE: actual attachment

Has this been run by the unions or town council?

From: Rebekah Eldridge <Rebekah.Eldridge@wellfleet-ma.gov>
Sent: Tuesday, January 11, 2022 10:31 AM
To: Dept. Heads <DeptHeads@wellfleet-ma.gov>
Subject: actual attachment

Would be very helpful if I attached the code of conduct document for you to be able to discuss



Rebekah L. Eldridge
Executive Assistant to the Town Administrator
(508) 349-0300 ext 1100
774-383-2609 (cell)
M-F 8am-12noon; 1pm-4pm

Rebekah Eldridge

From: dennycoc <dennycoc@comcast.net>
Sent: Thursday, January 13, 2022 3:20 PM
To: Rebekah Eldridge
Cc: Parent Gerry
Subject: Re: Code of Conduct Review

Rebekah – In response to your note:

1. The Parking Task Force is “inactive” so I do not think of myself as being an active member, nor other members shown on the website, but
2. Re the policy looks pretty good, but suggest the following :

III.B. iv. “Recognize that you alone cannot bind a public body outside of such meetings.” **Consider adding “except as officially provided in a meeting, or as provided in an approved committee procedures”.** The Planning Board chair has the authority to sign ANR’s when time is running out and it seems logical.

III.B.vii. Seems too broad and should be changed by saying all “Make decisions only after ~~all~~ facts on a question **which are presented submitted on timely basis and are considereddiscussed**”

Sending a copy to Gerry Parent

Denny O’Connell

From: Rebekah Eldridge
Sent: Tuesday, January 11, 2022 10:17 AM
To: Peter Cook ; Elaine McIlroy ; Ken Granlund ; Jim ; Dawn Rickman ; Mia Baumgarten ; Nancy Vail ; gary.sorkin21@gmail.com ; Curt Felix ; John Cumbler ; Wil Sullivan ; Moe Barocas ; Chris Allgeier ; Joseph Aberdale ; Fred Magee ; Lydia Vivante ; Merrill Mead-Fox ; Robin A Robinson ; Sharon Rule-Agger ; John Riehl - NRAB ; Bruce Hurter-Open Space ; 'Gerry Parent' ; dennycoc@comcast.net ; Harry ; Christine Shreves ; Sonya Woodman ; Rebecca Taylor ; Sharon Inger
Subject: Code of Conduct Review

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Rebekah



Rebekah L. Eldridge
Executive Assistant to the Town Administrator

Rebekah Eldridge

From: DAWN RICKMAN <derickman@comcast.net>
Sent: Tuesday, March 1, 2022 4:50 PM
To: Rebekah Eldridge
Cc: Lizanne Stansell; Sam Pickard; Diane Galvin; Nancy Bierhans; Susan Messina; Mary McIsaac
Subject: Fwd: Code of Conduct Review
Attachments: Code of Conduct 2022.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Hi Rebekah - the second document you emailed has been sent to the Bylaw Committee and Taxation Aid committee members for their review and comments to be sent directly to you for the Selectboard.

I have personally reviewed the document and feel that the Town of Wellfleet does not require any more codes that won't be enforced. This document has no enforcement when our elected officials do not conduct themselves in a civil, legal and appropriate manner.
Just my thoughts.

Dawn Rickman

----- Original Message -----

From: Rebekah Eldridge <Rebekah.Eldridge@wellfleet-ma.gov>
To: Peter Cook <cookpd@comcast.net>, Elaine McIlroy <emcilroy@comcast.net>, Ken Granlund <yupjake2014@gmail.com>, Jim <jmhood@hotmail.com>, Dawn Rickman <derickman@comcast.net>, Mia Baumgarten <miabaumgarten@gmail.com>, Nancy Vail <Nancy.Vail@wellfleet-ma.gov>, "gary.sorkin21@gmail.com" <gary.sorkin21@gmail.com>, Curt Felix <cfelix@planktonpower.net>, John Cumbler <cumbler@louisville.edu>, Wil Sullivan <cwilsonsullivan@gmail.com>, Moe Barocas <abiyoyo1@aol.com>, Chris Allgeier <cjallgeier@gmail.com>, Joseph Aberdale <josephaberdale@gmail.com>, Fred Magee <jfred.magee@gmail.com>, Lydia Vivante <vivantelydia@gmail.com>, Merrill Mead-Fox <mmeadfox@gmail.com>, Robin A Robinson <rrobinson@umassd.edu>, Sharon Rule-Agger <rule.aggers@verizon.net>, John Riehl - NRAB <jlriehl@comcast.net>, Bruce Hurter-Open Space <brucehurter@comcast.net>, 'Gerry Parent' <geparent@yahoo.com>, "dennyoc@comcast.net" <dennyoc@comcast.net>, Harry <harry@outermostsystems.com>, Christine Shreves <eclshreves@gmail.com>, Sonya Woodman <sswoodman99@comcast.net>, Rebecca Taylor <beautifulbirth4u@yahoo.com>, Sharon Inger <ingers@comcast.net>
Date: 01/11/2022 10:17 AM
Subject: Code of Conduct Review

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M-F 8am-12noon; 1pm-4pm

Rebekah Eldridge

From: DAWN RICKMAN <derickman@comcast.net>
Sent: Tuesday, March 1, 2022 6:05 PM
To: Rebekah Eldridge
Subject: Re: Fwd: Code of Conduct Review

Follow Up Flag: Follow up
Flag Status: Flagged

Another thought.

On 03/01/2022 5:47 PM dianegalvin@comcast.net wrote:

Hi Dawn-
Wouldn't the Board of Selectmen or appointing authority already have the power to remove a board or committee member who behaves inappropriately? I don't know that I've heard of behavior issues in Wellfleet that would require a whole code of conduct....Just be adults...!
-Diane

Diane Galvin
120 Cottontail Rd, Wellfleet, MA 02667
[508-349-1001](tel:508-349-1001), [508-237-5519](tel:508-237-5519) cell
dianegalvin@comcast.net

On 03/01/2022 4:50 PM DAWN RICKMAN <derickman@comcast.net> wrote:

Hi Rebekah - the second document you emailed has been sent to the Bylaw Committee and Taxation Aid committee members for their review and comments to be sent directly to you for the Selectboard.

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Just my thoughts.

Dawn Rickman

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To: Peter Cook <cookpd@comcast.net>, Elaine McIlroy <emcilroy@comcast.net>, Ken Granlund <yupjake2014@gmail.com>, Jim <jmhood@hotmail.com>, Dawn Rickman <derickman@comcast.net>, Mia Baumgarten <miabaumgarten@gmail.com>, Nancy Vail <Nancy.Vail@wellfleet-ma.gov>, "gary.sorkin21@gmail.com" <gary.sorkin21@gmail.com>, Curt Felix <cfelix@planktonpower.net>, John Cumbler

<cumbler@louisville.edu>, Wil Sullivan <cwilsonsullivan@gmail.com>, Moe Barocas <abiyoyo1@aol.com>, Chris Allgeier <cjallgeier@gmail.com>, Joseph Aberdale <josephaberdale@gmail.com>, Fred Magee <jfred.magee@gmail.com>, Lydia Vivante <vivantelydia@gmail.com>, Merrill Mead-Fox <mmeadfox@gmail.com>, Robin A Robinson <rrobinson@umassd.edu>, Sharon Rule-Agger <rule.aggers@verizon.net>, John Riehl - NRAB <jlriehl@comcast.net>, Bruce Hurter-Open Space <brucehurter@comcast.net>, 'Gerry Parent' <geparent@yahoo.com>, "dennyoc@comcast.net" <dennyoc@comcast.net>, Harry <harry@outermostsystems.com>, Christine Shreves <eclshreves@gmail.com>, Sonya Woodman <sswoodman99@comcast.net>, Rebecca Taylor <beautifulbirth4u@yahoo.com>, Sharon Inger <ingers@comcast.net>
Date: 01/11/2022 10:17 AM
Subject: Code of Conduct Review

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Rebekah L. Eldridge

Executive Assistant to the Town Administrator

(508) 349-0300 ext 1100

774-383-2609 (cell)

Rebekah Eldridge

From: DAWN RICKMAN <derickman@comcast.net>
Sent: Wednesday, March 2, 2022 3:50 PM
To: Rebekah Eldridge
Subject: Fwd: Re: Fwd: Code of Conduct Review

Another comment.

----- Original Message -----

From: Susan Messina <sjmessina@comcast.net>
To: DAWN RICKMAN <derickman@comcast.net>
Date: 03/02/2022 3:30 PM
Subject: Re: Fwd: Code of Conduct Review

I agree with you, Dawn, this is simply wishful thinking that will make no difference to those who don't play well with others.

Sue :D

On 03/01/2022 4:50 PM DAWN RICKMAN <derickman@comcast.net> wrote:

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To: Peter Cook <cookpd@comcast.net>, Elaine McIlroy <emcilroy@comcast.net>, Ken Granlund <yupjake2014@gmail.com>, Jim <jmhood@hotmail.com>, Dawn Rickman <derickman@comcast.net>, Mia Baumgarten <miabaumgarten@gmail.com>, Nancy Vail <Nancy.Vail@wellfleet-ma.gov>, "gary.sorkin21@gmail.com" <gary.sorkin21@gmail.com>, Curt Felix <cfelix@planktonpower.net>, John Cumbler <cumbler@louisville.edu>, Wil Sullivan <cwilsonsullivan@gmail.com>, Moe Barocas <abiyoyo1@aol.com>, Chris Allgeier <cjallgeier@gmail.com>, Joseph Aberdale <josephaberdale@gmail.com>, Fred Magee <jfred.magee@gmail.com>, Lydia Vivante <vivantelydia@gmail.com>, Merrill Mead-Fox <mmeadfox@gmail.com>, Robin A Robinson <rrobinson@umassd.edu>,

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<harry@outermostsystems.com>, Christine Shreves
<eclshreves@gmail.com>, Sonya Woodman
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<beautifulbirth4u@yahoo.com>, Sharon Inger <ingers@comcast.net>
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Rebekah



Rebekah L . Eldridge

Executive Assistant to the Town Administrator

(508) 349-0300 ext 1100

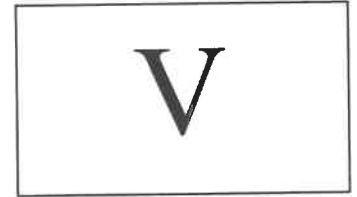
774-383-2609 (cell)

M-F 8am-12noon; 1pm-4pm



SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: July 12, 2022



BUSINESS

~ F ~

REQUESTED BY:	Selectboard
DESIRED ACTION:	To discuss and possibly vote on the remote participation policy
PROPOSED MOTION:	I move to approve the remote participation policy as presented at tonight's meeting.
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____

[Adopted: September 8, 2021](#)

[Amended: July 12, 2022](#)

Town of Wellfleet Remote Participation Policy

Purpose

The Office of the Attorney General amended the Open Meeting Law regulations at 940 CMR 29.10 to allow members of public bodies, in limited circumstances, to participate remotely in meetings.

Purpose

While all members of Town ~~Bodies-bodies~~ shall try to attend meetings in person, current regulations allow greater participation in government meetings by enabling members to participate remotely when physical attendance would be unreasonably difficult. This Policy establishes for remote participation by Town Boards and Committees under the Open Meeting Law, M.G.L. c.30A, §§18-25. It is essential to recognize the long-term impacts of COVID on public meetings as well the character of the town's population. Wellfleet must retain the expertise of those serving on boards who may be unable to attend in person. Furthermore The Town of Wellfleet values public participation, transparency, and lively, informed discussions. In light of this, the public shall always be provided with a means of remote partition, and meetings shall be recorded.

AdaptationAuthorization

The Wellfleet Selectboard ~~h~~Hereby ~~a~~Adopts Remote Participation as allowed under The Massachusetts Attorney General's Regulations, 940 CMR 29.10(2)(a), for all ~~T~~own public bodies by majority vote. In accordance with 940 CMR 29.10(3), the Selectboard may revoke its adoption of 940 CMR 29.10 by a simple majority vote at any time.

This Policy and 940 CMR 29.10 shall apply to all Town boards, committees, commissions, subcommittees, and working groups (~~hereinafter "public bodies"~~) subject to the Open Meeting Law regardless of whether such public bodies are appointed or elected. ~~It shall be the responsibility of each member of a public body to familiarize themselves with this policy.~~

Where ~~this~~ Remote Participation Policy is more stringent than 940 CMR 29.10, ~~this~~ Policy shall control.

Minimum Requirements for Remote ParticipationReasons for Remote Participation

Members of a public body shall be permitted to participate remotely in a meeting only if physical attendance at the meeting would be unreasonably difficult. The Selectboard strongly encourages members of public bodies to physically attend meetings whenever possible. Members of public bodies have a responsibility to ensure that remote participation in meetings is not used in a way that would defeat the purposes of the Open Meeting Law, namely promoting transparency with regard to deliberations and decisions on which public policy is based. It is critical to note that a quorum must be physically present 940 CMR 29.10(4)(b).

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A quorum of the public body, including the Chair or the person authorized to chair the meeting in the Chair's absence, shall be physically present at the meeting locations in accordance with G.L. c. 30A, section 20(d).

Minimum Requirements for Remote Participation

Public bodies may not opt out of remote participation under this Policy. The decision to discontinue the allowance of remote participation is subject to determination by the Town Selectboard.

Members of a public body who participate remotely and all persons present at the physical meeting location shall be clearly audible to each other and, if possible, clearly visible to all persons present at the meeting location as required by M.G.L.c.30A§20(d). The Chair, or, in the Chair's absence, the person authorized to Chair the public meeting, shall make the determination of clear audibility.

Unless otherwise permitted by law, A quorum of the public body, including the Chair or, in the Chair's absence, the person authorized to chair the public meeting, shall be physically present at the meeting location, as required by M.G.L. c.30A, §20(d).

Members of the a public body who participate remotely must have access to the same materials being used at the physical meeting location. Whenever feasible, the Chair or, in the Chair's absence, the person chairing the public meeting, shall distribute to remote participants, in advance of the public meeting, copies of any documents or exhibits that he or she reasonably anticipates will be used during the public meeting. If used during the public meeting, such documents shall be part of the official record of the public meeting, and shall be listed in the public meeting minutes and retained in accordance with G.L. c. 30A, § 22.

Members of a public bodyies who participate remotely may vote and shall not be deemed absent for the purposes of M.G.L. c. 39, §23D.

All Open Session meetings shall have the ability for the public to participate, and instructions on how to join a public meeting shall be posted on the Town of Wellfleet Website.

In recognition of the Town Media Policy, all public meetings shall be recorded, the input of those participating remotely must be intelligible and unedited.

Reasons for Remote Participation

A Board member may attend a meeting through electronic conferencing only if physical attendance would be unreasonably difficult. Chairs of public bodies are encouraged to continue to encourage all members to attend meetings in person as a general rule due to the inherent benefits of physical presence in a meeting.

Acceptable Methods of Remote Participation

Remote participation is permitted by telephone, internet, or satellite enabled audio or video conferencing; or any other technology that enables the remote participant and all other persons at the public meeting location to be clearly audible to one another. The public body shall determine which of the acceptable methods may be used by its members, provided that:

Commented [A1]: Once the COVID rules expire, the public will not be able to participate remotely.

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a. Accommodations shall be made for any member of a public body who requires TTY services, video relay services, or any other adaptive telecommunications; and

b. When video technology is in use, the remote participant shall be clearly visible to all persons present in the public meeting location.

Accommodations shall be made for any public body member who requires TTY service, video relay service, or other forms of adaptive communications.

The Wellfleet Selectboard authorizes the use of a single Video Conferencing Platform to be used by all bodies of the Town of Wellfleet.

If technical difficulties arise due to remote participation, the Chair should suspend discussion while reasonable efforts are made to correct any problem that interferes with remote participant's ability to hear or be heard clearly by all persons at the physical meeting location. If technical difficulties result in a remote participant being disconnected from the public meeting, that fact and the time at which the disconnection occurred and subsequent reconnection if achieved shall be noted in the public meeting minutes. If a public hearing occurs after disconnection, the member shall be noted as absent.

Procedures for Remote Participation

- (i) Any member of a public body who wishes to participate remotely shall, at least 48 hours or as soon as reasonably possible prior to the meeting, notify the Chair or in the Chair's absence, the person chairing the public meeting, of his or her desire to participate remotely, do so and the reason for and facts supporting their-his or her request.
- (ii) Prior to the public meeting, the Chair shall make every effort to ensure the equipment is available and functioning correctly. If the required equipment is not available, then the Chair shall deny the request for remote participation.
- (iii) At the start of the public meeting, the Chair or person acting as Chair, shall announce the name of any member who will be participating remotely. This information shall also be recorded in the meeting minutes.
- (iv) All votes taken during any public meeting in which a member participates remotely shall be by roll call vote, including when the vote is unanimous and including any simple procedural motions. Members may participate remotely even if they are not qualified to vote. This information shall also be recorded in the meeting minutes.
- (v) Remote participants shall preserve the confidentiality of the executive session. The remote participant shall state at the start of any such session that no other person is present and/or able to hear the discussion at the remote location, unless presence of that person is approved by simple majority vote of the public body, and that the session is not being remotely recorded by any device at the remote participant's location.

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SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: July 12, 2022

V

BUSINESS

~ G ~

REQUESTED BY:	Wellfleet Selectboard
DESIRED ACTION:	To review the 2022 Wellfleet Selectboard Goals and create 2023 Selectboard Goals
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:	Yea _____ Nay _____ Abstain _____

FY 2022 GOALS

Wellfleet Selectboard

Ryan Curley Goals for FY 2022

10/06/2021

Fiscal Control and Re-Organization of Town Finances

1. 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.
2. Materially respond to DOR review once they issue their report and findings.
3. Ensure that the town is adequately staffed to administer its fiscal responsibilities. Pursue a Finance Director in addition to permanent Town Accountant.
4. Enhance the Auditing process and with a revised and expanded scope of work put out to bid.
5. Require a fiscal forecast to be developed and iterated upon each year.
6. Work with the Finance Committee and any recommendations they may make in remediating the issues that were brought to life in the last year.

Staffing

1. Hire a permanent TA with strong fiscal and administrative knowledge and capabilities.
2. Establish an office of Human Resources.
3. Have the TA implement a workforce development program.

Accessibility and Modernization

1. Increase the functionality and capabilities of the Town to serve citizens' needs online or remotely.
2. Limit future capital expenditures and upkeep in office space by encouraging hybrid work weeks where applicable.

Capital Asset Preservation

1. Start addressing the maintenance backlog in Wellfleet's Core Capital Assets.

Marina

1. Recondition the L Pier
2. Give preference to commercial fishing boats.
3. Replace or rebuild the bathrooms.

Public Safety

1. Lifeguards in September
2. Cell phone repeaters for the beaches.

Housing

1. Continue to advance and support the 95 Lawrence Rd project.
2. Allow Multi-Family Zoning.

Energy

1. **Municipal Rooftop Solutions.**

Wastewater.

1. **Prepare for Watershed Permit Submittal by the Summer.**
2. **Setting Nutrient Remediation Standards for Municipal Projects.**

Public Access

1. **Work to secure and maintain public access points.**

Herring River

1. **Continue to work on the Herring River Restoration Project.**
2. **Ensure that all monies received for the project are administered properly.**

Rebecca Slick

From: Janet Reinhart <lifeexercises@comcast.net>
Sent: Thursday, October 7, 2021 10:42 AM
To: Rebecca Slick
Subject: Fwd: Selectboard Goals-Janet

Maybe you should get this, too, since Rebekah is out

----- Original Message -----.

From: Janet Reinhart <lifeexercises@comcast.net>
To: Rebekah Eldridge <Rebekah.Eldridge@wellfleet-ma.gov>, "Charles.Sumner@wellfleet-ma.gov" <Charles.Sumner@wellfleet-ma.gov>
Date: 10/07/2021 10:39 AM
Subject: Selectboard Goals-Janet

MARINA-continue improvements: bathrooms, showers, parking

STAFF SUPPORT PLAN-Job training(more local,) Staff Meetings, HR, Future planning to help succeed, volunteers, Job performance

INFORMATION for renters and new homeowners: water conservation, pesticides, toxins, good neighbor policy, noise by-law, dogs, etc.

Rebecca Slick

From: John Wolf
Sent: Thursday, October 7, 2021 9:42 AM
To: Charles Sumner
Cc: Rebecca Slick
Subject: List of priorities for 2022

Greetings:

As per request of the Selectboard Chair, here is my list of priorities as I envision them, for the Selectboard to address in 2022:

The overall priority is to reestablish the credibility of and confidence in the administrative/leadership structure of the Town of Wellfleet. That begins, of course, with following a transparent, well-informed and sensible process for the selection of a permanent Town Administrator. As part of the process of determining my list of priorities, I reached out to some members of the community, and accordingly I am looking at the following items:

1-Having department heads meet with their departments on a regular-perhaps weekly-basis, to assess current projects, determine needs, identify issues, etc.

2-Having the department heads meet regularly-perhaps monthly, or more often if indicated-with the T.A., so as to keep the T.A. up to date on issues for which the T.A. is responsible, and to give the T.A. the opportunity to question department heads on the various projects undertaken by the departments and on issues arising within the departments.

3-Consider a position-perhaps a volunteer position-of an "ombudsman," an advocate for the public, who would serve as a liaison between the Board and the public so as to keep the public updated on issues, particularly major infrastructure issues, to help keep the public engaged with the process of self-government. I feel quite strongly that the individual members of the Selectboard have a responsibility to partake in that engagement as well, but we have responsibilities and demands on our time above and beyond our Board duties, so such a position might be a big help in that area.

4-Improve the functionality of the town website; perhaps this could fall under the purview of whoever takes on the responsibility for town media? Also, get the town media operation up and running without delay.

5-Get back to in-person meetings, with hybrid options for as long as those are regarded as necessary, also without delay.

6-Reopen town hall NOW. If we can shop, eat out, go to the Post Office, etc. etc., we should be able to have town hall FULLY OPERATIONAL, provided precautions such as masking (for as long as that is determined to be necessary) are followed and enforced. That means no more working from home-employees on premises 8 a.m. to 4 p.m. Monday -Friday. Consider allowing employees in key roles to come in later and work later, so as to accommodate the working population of town. Other towns have done this very successfully, to the

satisfaction of both townspeople and the employees themselves, and it is something we should consider in the course of making town government more responsive to the people it is meant to serve.

Hope you find this helpful....



Rebecca Slick

From: John Wolf
Sent: Thursday, October 7, 2021 9:44 AM
To: Charles Sumner
Cc: Rebecca Slick
Subject: Oops-forgot one item....

Oops-forgot one item....**PARKING!** We need to get the lead out, and address the issue of instituting paid parking at the Wellfleet Marina!

Rebecca Slick

From: Helen Miranda Wilson <helmirwil@c4.net>
Sent: Friday, October 8, 2021 12:07 PM
To: Rebecca Slick
Cc: Board of Selectmen; Charles Sumner
Subject: HMW 2021 Selectboard goals.

2021 Selectboard Goals/ Helen Miranda Wilson

1. Proceed with the Herring River Restoration, working with the HREC, the NPS, the HRTT, and the Friends of the Herring River.
Continue to negotiate the land swap process with the NPS, as part of that process.
2. Resolve the issues relating to the DOT/DCR' proposed changes in the vicinity of the Main Street/Rte.6 intersection.
3. Include sea level rise and climate change when considering all long-term land use decisions.
4. Recruit full memberships for committees (multi-member municipal groups).
5. Continue to improve communication between all municipal groups (including staff).
When a jurisdictional or functional overlap occurs, have related committees and personnel informed.
6. Continue to improve the public process, with support for compliance and civil discourse, including training for committee members and staff. Research and organize workshops for training and direct staff, through the Town Administrator, to do the same.
7. Work with the Clean Water committee and the Water Commissioners to improve knowledge of of the hydrology and geology of the Outer Cape to provide background for future water resource decisions.
8. Decide (again) what to do with the old shellfish shack.



SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: July 12, 2022

V

BUSINESS

~ H ~

REQUESTED BY:	The Wellfleet Selectboard
DESIRED ACTION:	To review and vote on the submission of the application to the Wellfleet Community Preservation Committee for Maurice's Campground
PROPOSED MOTION:	I move to accept the application for Maurice's Campground Coalition be submitted for approval to the Wellfleet Community Preservation Committee no later than July 15, 2022, at 4pm.
SUMMARY:	
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____

Town of Wellfleet

Application for Community Preservation Funding

Please submit 10 copies to:
Wellfleet Community Preservation Committee
300 Main Street
Wellfleet, MA 02667
508-349-0330

Date: July 12th, 2022

Project Title: Purchase of 80 State Hwy, otherwise known as Maurice's Campground

Project Sponsor/Organization: Wellfleet Selectboard

Contact Name: Selectboard Chair Ryan Curley, Town Administrator Richard Waldo

Mailing Address: __300 Main Street, Wellfleet, MA 02667

Telephone: 508-246-4718 508-340-0300 **Email:** ryan.curley@wellfleet-ma.gov,
Richard.Waldo@wellfleet-ma.gov bos@wellfleet-ma.gov

Federal Tax Identification number (if nonprofit): _____

CPA Category (circle all that apply after notifying appropriate boards):

Community Housing

Historic Preservation

Open Space

Recreation

CPA Funding Requested: \$1,050,000 or appraised value of a 3-acre portion of the property to be deed-restricted to the development of affordable housing, whichever is less, subject to the approval of the purchase.

Wellfleet Affordable Housing Trust Support to Create Housing

1. Goals

The Wellfleet Selectboard has reached a purchase and sale agreement 80 State Hwy, otherwise known as Maurice's Campground, for \$6,500,000. The parcel is approximately 21.25 acres, comprised of an active campground, seasonal cabins, cottages, a single-family home, a store, and a wetland area on the northern side of the property. See the attached documentation for further details (Norton, 06/23/2022). The Town intends to utilize the majority of the parcel to develop community housing. The purchase and sale agreement represents nearly a year of negotiations. The property was brought to the Selectboard by the Wellfleet Affordable Housing Trust. This parcel presents a rare and exciting opportunity to develop desperately needed community housing. In addition, this location is identified as a high-priority parcel to develop affordable year-round housing by Grow Smart Cape Cod, a joint project of the Association to Preserve Cape Cod (APCC) and the Housing Assistance Corporation (HAC) (HAC, APCC, 2022).

The Wellfleet Selectboard is requesting CPA funding to apply towards the purchase of 80 State Hwy/Maurice's Campground. If this request is approved, a deed restriction would be placed on a 3-acre portion of the property, restricting it to affordable housing development of not more than 100% of

AMI. This portion of the property has no environmental constraints and frontage on a town road; the approximate map appears below. This portion is in the process of being further defined, and a qualified property assessor will determine its valuation. Wellfleet Housing Authority would hold this restriction as the third-party guarantor. This does not preclude additional acreage from being utilized for affordable housing. We request CPA funding in the total of \$1,050,000 or the accessed value of this portion of the property, whichever is lesser.



We expect a robust planning process to access the best uses and an overall development plan if the voters agree to the purchase in September of this year. The Town is also bound by the terms of the purchase and sale agreement to operate the Campground for six years and lease the single-family home onsite for three years to the current tenant. The three acres we are proposing for this deed restriction is an area of vacant land that will not impact the ongoing operations of the Campground.

There are few parcels of this scale in Wellfleet that are developable. This property is an ideal site for affordable and workforce housing. The location right on State Highway gives access to public transportation, the current use, the level topography, and access to the bike trail. Eastham has also expressed willingness to extend its municipal water system to the parcel, which will further the goal of developing community housing. It must be noted that this parcel's development aligns with the expected completion of 95 Lawrence Rd. The need for housing is acute, and we need a robust community housing pipeline to meet the townspeople's needs.

We realize that it is exciting and that we all want to discuss what the future of this property looks like right now. However, our immediate concern must be getting the proposal to the Special Town Meeting and addressing their concerns, such as how we will fund the purchase. We hope that the voters agree to the purchase this September. As part of the purchase, we propose utilizing a mixture of funding sources to partly offset the purchase price to reduce the impact on residents' taxes.

2. Community Need

The 80 State Hwy/Maurices property is an opportunity to make a real difference in the availability of year-round affordable housing and control this property's destiny instead of leaving it in the hands of private developers. The affordability gap between housing prices and wages for the average working person is not sustainable. The median sales price for houses sold in Wellfleet in the last six months was approximately \$900,000 (Cape Cod and Islands Association of REALTORS, 2022), in 2019, the median sale price was \$555,000. Even Wellfleet's highest-paid employees struggle to find homes due to the housing shortage, and it is only getting worse. Local businesses struggle to find and house their staff. We are already seeing our essential services eroding.

- 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% (Wellfleet Housing Authority and Wellfleet Housing Partnership, 2015)

There is virtually no municipal land available to support housing in Wellfleet. Eastham and Truro have recently made significant purchases to advance their housing production plans. It is time to do the same.

The Wellfleet Affordable Housing Trust summarized Wellfleet's Housing issues in 2021 to the CPC. There are a few updates since 2021. The median sale price of a house in Wellfleet for 2021 was \$805,000 and was 102.1% of the asking price, and as of May 2022, the YTD median sale price is \$907,000 and 105% of the asking price. (Cape Cod and Islands Association of REALTORS, 2022). It also needs to be noted that mortgage interest rates have risen to 5.7%. The FHFA conforming loan limit for Barnstable County is \$647,200 (FHFA, 2022). Fannie Mae and Freddie Mac are legally restricted to purchasing single-family mortgages with origination balances below a specific amount, known as the "conforming loan limit" (CLL) value. Loans above the CLL are Jumbo loans and cannot be purchased or guaranteed by Fannie Mae or Freddie Mac. This limits the availability of loans to area residents provided they can even afford the homes available, to begin with.

It is without question that Wellfleet has a serious housing problem. Affordable housing in Wellfleet is extremely limited in availability. According to the December 21st, 2020, Massachusetts Subsidized Housing Inventory, Wellfleet has 38 permanently restricted affordable housing units, comprising only 2.5% of Wellfleet's housing stock. While progress continues to be made on efforts to add additional units, Wellfleet needs to add at least 114 additional affordable units to meet the Commonwealth's minimum goal that 10% of housing stock to be affordable.

In addition to "affordable housing," which is housing for individuals and families whose income fall below 80% of the "area median income" (AMI) as defined by HUD, the same challenges exist for families whose income falls just above this limit. Compounding the problem, while there are funding sources and tax credits available for development of affordable housing, there is essentially no available funding for addressing the needs of those who fall at or above the 80% AMI limit but still earn far below what is needed to purchase a home here.

CPA funds can be used to serve people earning up to 100% AMI and are a significant financial resource helping to address the needs of those just above the HUD limits, for which only limited resources are presently available.

As most of you know, the current housing situation for our Wellfleet neighbors who are regular working folks but not yet homeowners is really tough - and we don't see things getting much better any time soon. There are so few homes for sale and the prices have just gotten astronomical. While the median house price fluctuates month to month, it's now amazingly about ~~\$700,000~~ [2021 805,000]. You would need to make at least ~~\$150,000~~ [\$200,000] to afford the mortgage on such a house.

According to recent census figures, however, the average person working in a shop in Wellfleet makes only about \$30,000 annually, in a Restaurant, it's \$38,000, in the Arts and Entertainment \$45,000, in Construction the figure is \$55,000 and for those who work for the Town it's about \$73,000.

You can see there is a huge affordability gap between what the average person makes and what it takes to buy the average house. We clearly need to do something if we are going to save the very people in our Town who help to make it such a wonderful place to live. (Wellfleet Affordable Housing Trust, 2021)

3. Community Support

Wellfleet has a recent history of broad support for community housing. At the 2022 annual town meeting, the town meeting voters established an Affordable Housing Stabilization Fund, a Mixed-Income Stabilization fund. Furthermore, two funding sources were approved for these funds in separate articles, Community Impact Fees on Professionally Managed Units and Community Impact Fees on Owner-Occupied Units. It must be noted that these impact fees only apply to a limited number of short-term rentals. The most significant confusion is Community Impact Fees on Professionally Managed Units. For a unit to be subject to this impact fee, the same operator must rent out two or more short-term rental single-family homes within a town. Crucially, an operator is not a real estate agent or agency. An operator is an owner or lessee of a property, so the expected receipts are significantly lower than the revenues from the pre-existing rooms tax. To address Wellfleet's housing needs, most funding must come from sources other than these two community impact fees. (Commonwealth of Massachusetts, 2018) (Commonwealth of Massachusetts, 2018)

At the 2021 annual town meeting, voters expressed support for efforts to add affordable housing by unanimous and near-unanimous votes to adopt the Wellfleet Affordable Housing Trust enabling bylaw, the Accessory Dwelling Unit amendment to the zoning bylaw, and home rule petitions which would provide additional financial support for affordable housing efforts. In addition, the voters have continuously supported the housing efforts related to the 95 Lawrence Rd site, approving significant outlays in waterline upgrades in 2020 and a wastewater treatment facility in 2021 related to that project.

The yearly goals of the Select Board include increasing affordable housing

4. Timeline & Implementation:

- September 10th, 2022, Special Town Meeting Article to Approve the Purchase of the parcel, any funding provided by CPA applied toward the purchase must be included in the article.
- September, Special Town Election to Authorize the Purchase
- October 31st, 2022, if the purchase is approved Town takes possession of the property.
- Fall 2022, a planning committee is formed to develop a masterplan for the site.
- 2022-2027? Masterplan is Developed
- On October 31st, 2028, Town's commitment to operating the Campground portion expires. * [note the parcel contains significant acreage that can be separated from the campground operations, which could be developed if a master plan is finalized prior to the Campground's commitment. The 3 acres contained within this proposal is readily developable acreage.]

7. Budget

Total Purchase Cost \$6,500,000

Request to CPC \$1,050,000 of the assessed value of the three acres identified whichever is less.

8. Other Funding

The Maurice's Working Group continues to look at funding sources. In addition to a proposition, 2 ½ overrides to authorize borrowing, the Town will need to establish an Enterprise Fund for the Campground. We hope to encumber that fund with a portion of the bond. We are looking at how we may reserve future receipts of the Mixed-Income Housing Stabilization Fund. We are also looking at other funding sources.

References

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Local Market Update – May 2022

A Research tool provided by the Cape Cod and Islands Association of REALTORS®, Inc.



Wellfleet

Single-Family Properties

Key Metrics	May			Year to Date		
	2021	2022	+ / -	2021	2022	+ / -
Pending Sales	5	7	+ 40.0%	23	20	- 13.0%
Closed Sales	4	4	0.0%	31	21	- 32.3%
Median Sales Price*	\$732,500	\$794,000	+ 8.4%	\$760,000	\$907,500	+ 19.4%
Inventory of Homes for Sale	7	9	+ 28.6%	--	--	--
Months Supply of Inventory	0.9	1.7	+ 88.9%	--	--	--
Cumulative Days on Market Until Sale	109	26	- 76.1%	55	40	- 27.3%
Percent of Original List Price Received*	89.3%	112.8%	+ 26.3%	98.4%	105.0%	+ 6.7%
New Listings	7	11	+ 57.1%	21	26	+ 23.8%

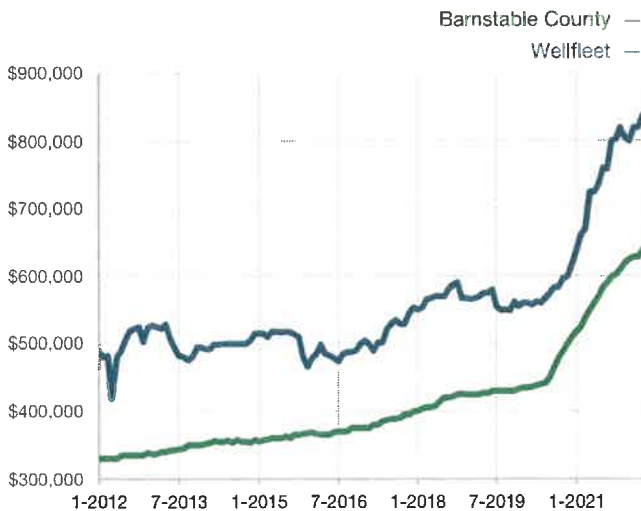
* Does not account for seller concessions. | Activity for one month can sometimes look extreme due to small sample size.

Condominium Properties

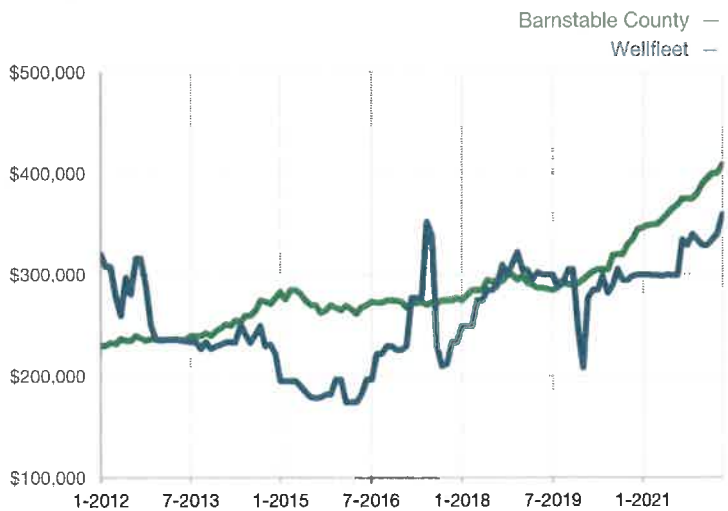
Key Metrics	May			Year to Date		
	2021	2022	+ / -	2021	2022	+ / -
Pending Sales	0	1	--	4	5	+ 25.0%
Closed Sales	1	0	- 100.0%	6	4	- 33.3%
Median Sales Price*	\$279,000	\$0	- 100.0%	\$265,500	\$346,500	+ 30.5%
Inventory of Homes for Sale	0	8	--	--	--	--
Months Supply of Inventory	0.0	6.2	--	--	--	--
Cumulative Days on Market Until Sale	5	0	- 100.0%	95	22	- 76.8%
Percent of Original List Price Received*	100.0%	0.0%	- 100.0%	98.5%	109.0%	+ 10.7%
New Listings	0	6	--	2	14	+ 600.0%

* Does not account for seller concessions. | Activity for one month can sometimes look extreme due to small sample size.

Median Sales Price – Single-Family Properties Rolling 12-Month Calculation



Median Sales Price – Condominium Properties Rolling 12-Month Calculation



Local Market Update – December 2021

A Research tool provided by the Cape Cod and Islands Association of REALTORS®, Inc.



Wellfleet

Single-Family Properties

Key Metrics	December			Year to Date		
	2020	2021	+ / -	2020	2021	+ / -
Pending Sales	13	3	- 76.9%	98	70	- 28.6%
Closed Sales	8	4	- 50.0%	86	75	- 12.8%
Median Sales Price*	\$1,057,500	\$755,000	- 28.6%	\$617,500	\$805,000	+ 30.4%
Inventory of Homes for Sale	12	3	- 75.0%	--	--	--
Months Supply of Inventory	1.5	0.5	- 66.7%	--	--	--
Cumulative Days on Market Until Sale	103	5	- 95.1%	130	40	- 69.2%
Percent of Original List Price Received*	97.5%	105.7%	+ 8.4%	95.1%	102.1%	+ 7.4%
New Listings	9	2	- 77.8%	100	66	- 34.0%

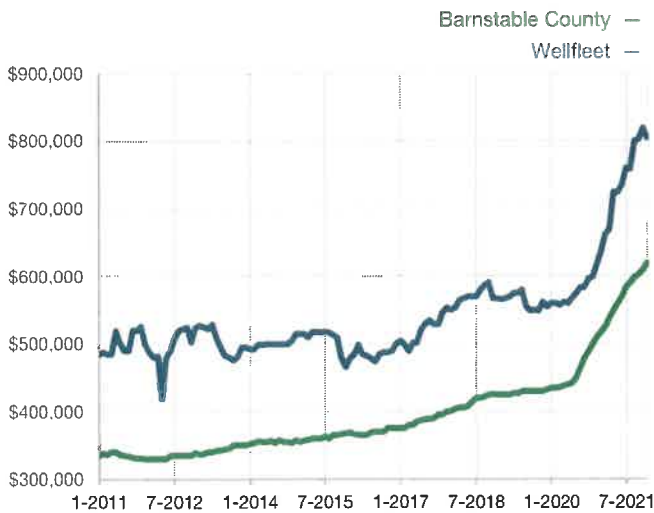
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Condominium Properties

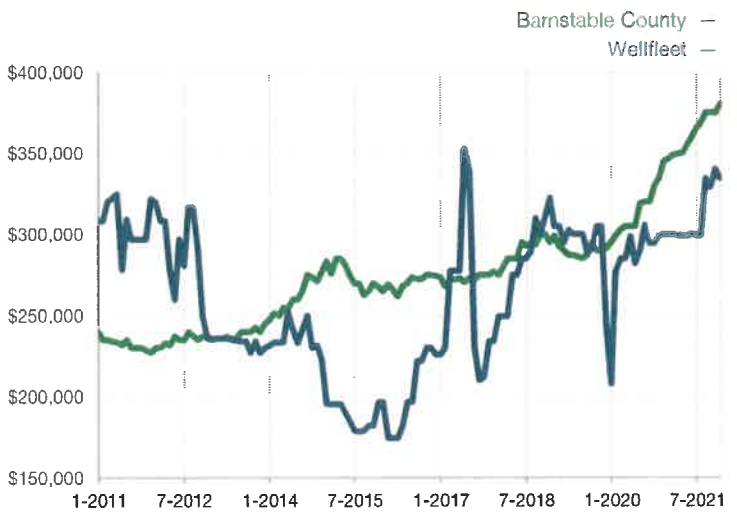
Key Metrics	December			Year to Date		
	2020	2021	+ / -	2020	2021	+ / -
Pending Sales	0	1	--	28	12	- 57.1%
Closed Sales	3	0	- 100.0%	27	12	- 55.6%
Median Sales Price*	\$343,000	\$0	- 100.0%	\$300,000	\$334,500	+ 11.5%
Inventory of Homes for Sale	2	0	- 100.0%	--	--	--
Months Supply of Inventory	0.6	0.0	- 100.0%	--	--	--
Cumulative Days on Market Until Sale	38	0	- 100.0%	140	60	- 57.1%
Percent of Original List Price Received*	94.5%	0.0%	- 100.0%	92.7%	101.4%	+ 9.4%
New Listings	1	1	0.0%	23	10	- 56.5%

* Does not account for seller concessions. | Activity for one month can sometimes look extreme due to small sample size.

Median Sales Price – Single-Family Properties Rolling 12-Month Calculation



Median Sales Price – Condominium Properties Rolling 12-Month Calculation



Local Market Update – December 2019

A Research tool provided by the Cape Cod and Islands Association of REALTORS®, Inc.



Wellfleet

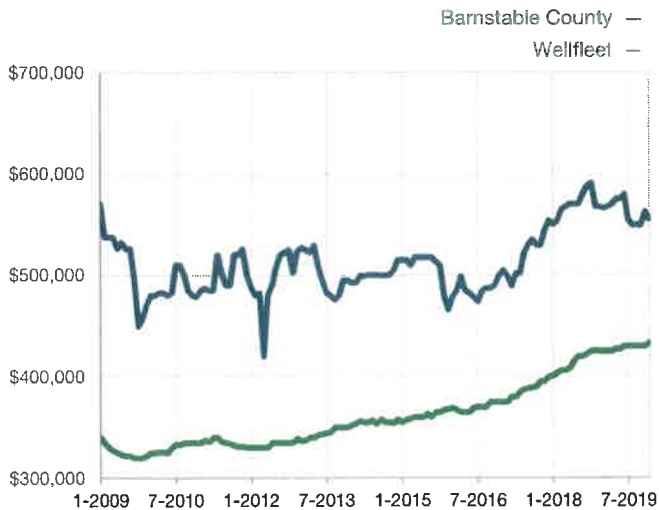
Single-Family Properties	December			Year to Date		
	2018	2019	+ / -	2018	2019	+ / -
Key Metrics						
Pending Sales	2	3	+ 50.0%	62	74	+ 19.4%
Closed Sales	2	5	+ 150.0%	64	71	+ 10.9%
Median Sales Price*	\$631,875	\$380,000	- 39.9%	\$567,500	\$555,000	- 2.2%
Inventory of Homes for Sale	41	30	- 26.8%	--	--	--
Months Supply of Inventory	7.9	4.9	- 38.0%	--	--	--
Cumulative Days on Market Until Sale	110	60	- 45.5%	145	141	- 2.8%
Percent of Original List Price Received*	95.8%	95.8%	0.0%	94.8%	90.8%	- 4.2%
New Listings	2	1	- 50.0%	114	100	- 12.3%

* Does not account for seller concessions. | Activity for one month can sometimes look extreme due to small sample size.

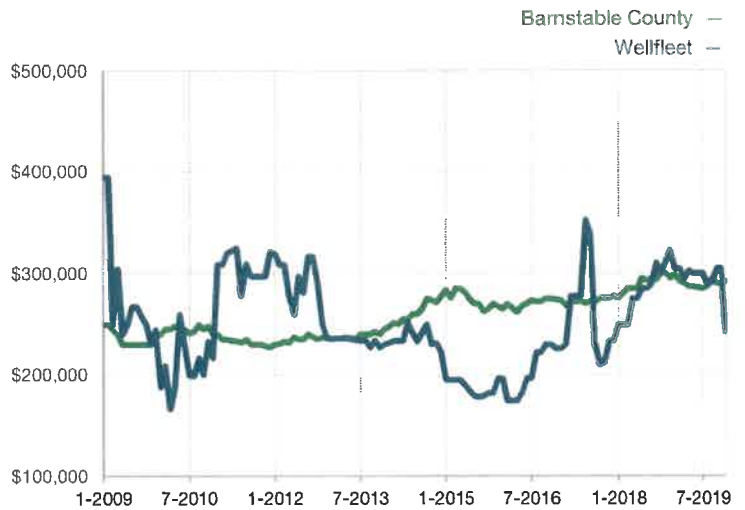
Condominium Properties	December			Year to Date		
	2018	2019	+ / -	2018	2019	+ / -
Key Metrics						
Pending Sales	1	0	- 100.0%	15	9	- 40.0%
Closed Sales	2	1	- 50.0%	15	10	- 33.3%
Median Sales Price*	\$441,750	\$207,950	- 52.9%	\$322,500	\$242,500	- 24.8%
Inventory of Homes for Sale	2	8	+ 300.0%	--	--	--
Months Supply of Inventory	1.2	6.2	+ 416.7%	--	--	--
Cumulative Days on Market Until Sale	294	38	- 87.1%	139	111	- 20.1%
Percent of Original List Price Received*	85.7%	83.5%	- 2.6%	93.3%	92.9%	- 0.4%
New Listings	0	2	--	18	20	+ 11.1%

* Does not account for seller concessions. | Activity for one month can sometimes look extreme due to small sample size.

Median Sales Price – Single-Family Properties
Rolling 12-Month Calculation



Median Sales Price – Condominium Properties
Rolling 12-Month Calculation



Fannie Mae and Freddie Mac Conforming Loan Limits for Mortgages Acquired in Calendar Year 2022 and Originated after 10/1/2011 or before 7/1/2007

(These limits were determined under the provisions of the Housing and Economic Recovery Act of 2008)

FIPS State Code	FIPS County Code	County Name	State	CBSA Number	One-Unit Limit	Two-Unit Limit	Three-Unit Limit	Four-Unit Limit
24	017	CHARLES COUNTY	MD	47900	\$ 970,800	\$ 1,243,050	\$ 1,502,475	\$ 1,867,275
24	019	DORCHESTER COUNTY	MD	15700	\$ 647,200	\$ 828,700	\$ 1,001,650	\$ 1,244,850
24	021	FREDERICK COUNTY	MD	47900	\$ 970,800	\$ 1,243,050	\$ 1,502,475	\$ 1,867,275
24	023	GARRETT COUNTY	MD		\$ 647,200	\$ 828,700	\$ 1,001,650	\$ 1,244,850
24	025	HARFORD COUNTY	MD	12580	\$ 647,200	\$ 828,700	\$ 1,001,650	\$ 1,244,850
24	027	HOWARD COUNTY	MD	12580	\$ 647,200	\$ 828,700	\$ 1,001,650	\$ 1,244,850
24	029	KENT COUNTY	MD		\$ 647,200	\$ 828,700	\$ 1,001,650	\$ 1,244,850
24	031	MONTGOMERY COUNTY	MD	47900	\$ 970,800	\$ 1,243,050	\$ 1,502,475	\$ 1,867,275
24	033	PRINCE GEORGE'S COUNTY	MD	47900	\$ 970,800	\$ 1,243,050	\$ 1,502,475	\$ 1,867,275
24	035	QUEEN ANNE'S COUNTY	MD	12580	\$ 647,200	\$ 828,700	\$ 1,001,650	\$ 1,244,850
24	037	ST. MARY'S COUNTY	MD	15680	\$ 647,200	\$ 828,700	\$ 1,001,650	\$ 1,244,850
24	039	SOMERSET COUNTY	MD	41540	\$ 647,200	\$ 828,700	\$ 1,001,650	\$ 1,244,850
24	041	TALBOT COUNTY	MD	20660	\$ 647,200	\$ 828,700	\$ 1,001,650	\$ 1,244,850
24	043	WASHINGTON COUNTY	MD	25180	\$ 647,200	\$ 828,700	\$ 1,001,650	\$ 1,244,850
24	045	WICOMICO COUNTY	MD	41540	\$ 647,200	\$ 828,700	\$ 1,001,650	\$ 1,244,850
24	047	WORCESTER COUNTY	MD	41540	\$ 647,200	\$ 828,700	\$ 1,001,650	\$ 1,244,850
24	510	BALTIMORE CITY	MD	12580	\$ 647,200	\$ 828,700	\$ 1,001,650	\$ 1,244,850
25	001	BARNSTABLE COUNTY	MA	12700	\$ 647,200	\$ 828,700	\$ 1,001,650	\$ 1,244,850
25	003	BERKSHIRE COUNTY	MA	38340	\$ 647,200	\$ 828,700	\$ 1,001,650	\$ 1,244,850
25	005	BRISTOL COUNTY	MA	39300	\$ 647,200	\$ 828,700	\$ 1,001,650	\$ 1,244,850
25	007	DUKES COUNTY	MA	47240	\$ 970,800	\$ 1,243,050	\$ 1,502,475	\$ 1,867,275
25	009	ESSEX COUNTY	MA	14460	\$ 770,500	\$ 986,400	\$ 1,192,300	\$ 1,481,750
25	011	FRANKLIN COUNTY	MA	44140	\$ 647,200	\$ 828,700	\$ 1,001,650	\$ 1,244,850
25	013	HAMPDEN COUNTY	MA	44140	\$ 647,200	\$ 828,700	\$ 1,001,650	\$ 1,244,850
25	015	HAMPSHIRE COUNTY	MA	44140	\$ 647,200	\$ 828,700	\$ 1,001,650	\$ 1,244,850
25	017	MIDDLESEX COUNTY	MA	14460	\$ 770,500	\$ 986,400	\$ 1,192,300	\$ 1,481,750
25	019	NANTUCKET COUNTY	MA		\$ 970,800	\$ 1,243,050	\$ 1,502,475	\$ 1,867,275
25	021	NORFOLK COUNTY	MA	14460	\$ 770,500	\$ 986,400	\$ 1,192,300	\$ 1,481,750
25	023	PLYMOUTH COUNTY	MA	14460	\$ 770,500	\$ 986,400	\$ 1,192,300	\$ 1,481,750
25	025	SUFFOLK COUNTY	MA	14460	\$ 770,500	\$ 986,400	\$ 1,192,300	\$ 1,481,750

Fannie Mae and Freddie Mac Maximum Loan Limits for Mortgages Acquired in Calendar Year 2019 and Originated after 10/1/2011 or before 7/1/2007

(These limits were determined under the provisions of the Housing and Economic Recovery Act of 2008)

FIPS State Code	FIPS County Code	County Name	State	CBSA Number	One-Unit Limit	Two-Unit Limit	Three-Unit Limit	Four-Unit Limit
25	001	BARNSTABLE	MA	12700	\$ 484,350	\$ 620,200	\$ 749,650	\$ 931,600
25	003	BERKSHIRE	MA	38340	\$ 484,350	\$ 620,200	\$ 749,650	\$ 931,600
25	005	BRISTOL	MA	39300	\$ 484,350	\$ 620,200	\$ 749,650	\$ 931,600
25	007	DUKES	MA	47240	\$ 726,525	\$ 930,300	\$ 1,124,475	\$ 1,397,400
25	009	ESSEX	MA	14460	\$ 688,850	\$ 881,850	\$ 1,065,950	\$ 1,324,750
25	011	FRANKLIN	MA	24640	\$ 484,350	\$ 620,200	\$ 749,650	\$ 931,600
25	013	HAMPDEN	MA	44140	\$ 484,350	\$ 620,200	\$ 749,650	\$ 931,600
25	015	HAMPSHIRE	MA	44140	\$ 484,350	\$ 620,200	\$ 749,650	\$ 931,600
25	017	MIDDLESEX	MA	14460	\$ 688,850	\$ 881,850	\$ 1,065,950	\$ 1,324,750
25	019	NANTUCKET	MA		\$ 726,525	\$ 930,300	\$ 1,124,475	\$ 1,397,400
25	021	NORFOLK	MA	14460	\$ 688,850	\$ 881,850	\$ 1,065,950	\$ 1,324,750
25	023	PLYMOUTH	MA	14460	\$ 688,850	\$ 881,850	\$ 1,065,950	\$ 1,324,750
25	025	SUFFOLK	MA	14460	\$ 688,850	\$ 881,850	\$ 1,065,950	\$ 1,324,750
25	027	WORCESTER	MA	49340	\$ 484,350	\$ 620,200	\$ 749,650	\$ 931,600

Acknowledging Cape Cod faces serious challenges in providing sufficient housing for its citizens as well as ensuring the protection of its remaining natural resource areas, including the region's water resources, the Association to Preserve Cape Cod (APCC) and Housing Assistance Corporation (HAC) undertook a mapping project to encourage local land use policy discussions to be more productive in addressing the housing crisis and regional environmental challenges.

The project supports three goals: highlighting the role of wastewater infrastructure development in helping to improve water quality, fostering housing density and affordability in priority housing areas, and protecting the most critical lands for habitat and other natural resources.



How Maps Were Created and How to Use Them:

By agreeing in advance on the criteria, the project used the best available data and GIS technology to identify priority areas for natural resource protection and priority areas for moderate-density housing that year-rounders can afford. The objective of this mapping project is to focus proactive attention on these identified priority areas. The maps are intended as a discussion and planning tool.

- To identify high priority areas for housing, a set of criteria was created and applied to each of the 15 towns across the Cape. Areas identified as high priority for natural resource protection are consistent with the 2018 Cape Cod Regional Policy Plan's criteria for Natural Areas Placetypes and utilize existing state GIS mapping of natural resource areas.
- Priority natural resources areas, which include critical landscape and habitat areas, Zone II Wellhead Protection Areas for drinking water, wetlands and 100-ft. wetland buffers, vernal pools and 350-ft. vernal pool buffers, permanently protected open space, and FEMA flood zones, are identified for conservation and additional protections.
- Purple areas identify high priority and medium priority areas for moderate-density housing that is affordable and attainable to our year-round population.
- White areas did not rate as high priority for housing or natural resource protection based on the project's criteria for either purpose. The project recognizes that there may be local strategies for natural resource protection and housing in these areas.
- The maps do not provide parcel-specific analysis, but rather focus on larger areas that would be relevant to zoning, regulations, infrastructure and other planning and policy discussions. The maps are not intended to replace the need for appropriate evaluation at the parcel level.



RECOMMENDED ACTIONS:

- 1 Prioritize spending and available funding sources to leverage resources that will be beneficial for housing, wastewater infrastructure development and natural resource protection.
- 2 Direct investments and local planning initiatives toward land identified in priority natural resource areas and priority housing areas by focusing efforts on acquisitions, regulatory requirements and other land use policy decisions for this dual objective.
- 3 Target housing production within identified housing areas and natural resource protection efforts in identified natural resource areas.
- 4 Rezone land within identified priority natural resource areas to reduce development potential and sprawl.
- 5 Rezone identified priority areas for housing to simplify and streamline the development of multi-family housing opportunities that are affordable and attainable to our year-round population.
- 6 Invest in wastewater infrastructure, which improves the affordability of housing construction and benefits water quality significantly.

Natural Resource Protection and Housing Priority Areas in

WELLFLEET



A project by the Association to Preserve Cape Cod (APCC) and the Housing Assistance Corporation (HAC). Funding for the project is provided by Barnstable County and its Economic Development Council License Plate Grant Program through the Cape Cod Commission.

Learn More: GrowSmartCapeCod.org

MAURICE'S CAMPGROUND



6/23/22

Due Diligence Report

This report provides existing condition information collected from our due diligence working group that evaluated various existing site attributes including but not limited to: Utilities (Water, HVAC, Electrical), Site features (Drainage, grounds), Buildings and public safety.

Maurice's Campground

DUE DILIGENCE REPORT

MISSION STATEMENT

The Town of Wellfleet has conducted its preliminary due diligence prior to proceeding with the purchase of Maurice's Campground. There are many sub-groups of the working team, and this particular report summarizes our findings of the existing conditions of the structures and grounds. We evaluated the structures as is, so we can estimate the required maintenance and upkeep of the facility. As part of the purchase and sales agreement, if the Town were to purchase the property – one of the conditions is to maintain services for 6 years subsequent to the sale. What happens with the site thereafter has yet to be determined. Further review and understandings of the use of various components of the property for the next 6 years needs to occur to develop an accurate estimate of costs going forward.

PROJECT TEAM

The project team consisted of citizens at large, select board members and staff of the Town of Wellfleet. They are as follows:

- Jay Norton, DPW Director
- James Badera, Jr., Building Inspector
- Sean Donoghue, Electrical Inspector
- Peter Williams, DPW Facilities Foreman
- John Wolf, Select Board Member
- Roland Blair, Citizen
- Jim Hood, Citizen and Chair of Board of Water Commissioners
- Richard Robicheau, Citizen

SITE VISITS AND TEAM APPROACH

The team conducted several on site meetings, as well as internal meetings to coordinate our approach and determine the best way to tackle this project. The Gauthiers have been very accommodating and helpful during this process and showed us around the site multiple times. We were given a tour of the cabins, the store, the office, an external view of the home, around the grounds, bathhouses, well houses, fuel source and viewed the general layout of trailers, campsites, etc.

EXISTING CONDITIONS OF SITE

The following and attached information gives the reader a general understanding to the existing conditions of the site features as well as some information on zoning, regulatory and environmental constraints.

SITE FEATURES

Maurice's Campground

The 22.31 ACRE site is relatively level, with a gentle slope leading to the North. It is bounded by Route 6 on the west, Spring Brook Road properties to the north, the Cape Cod Rail Trail and National Seashore to the east and Village Lane to the south. It is heavily covered with shrub pines that will lead to maintenance with pine needles and debris from storm events. There are a number of asphalt roadways that are used to access various trailer/camp sites. The general condition of the pavement is fair and would require ongoing maintenance to repair potholes, etc.

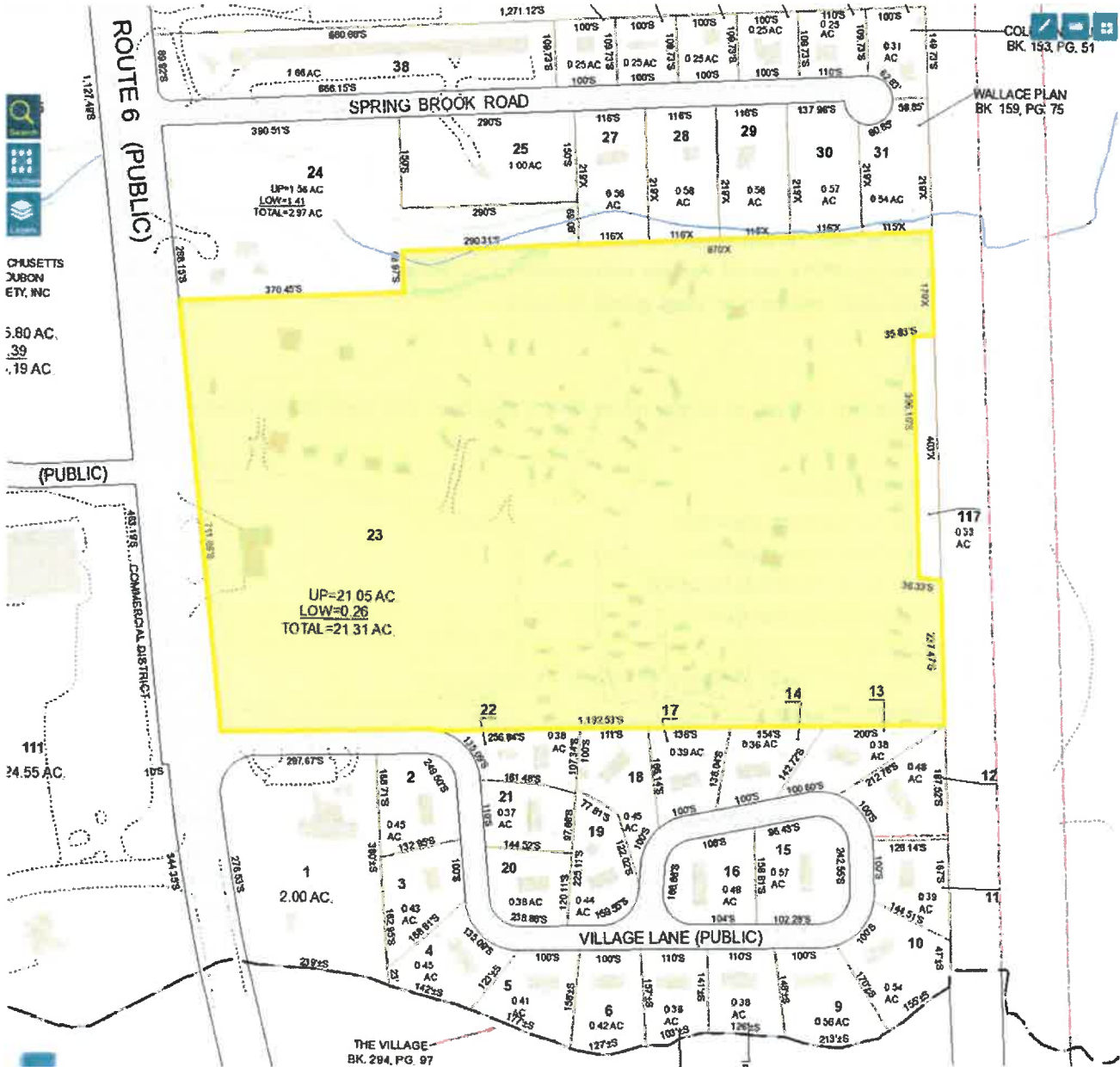


Figure 1 - GIS Aerial of site

Drainage

The site naturally slopes to the north, leading to a shrub swamp adjacent to Spring Brook road. There are multiple catch basins/leach pits that collect the drainage in areas where it doesn't naturally flow. They appear in fair condition. We did notice some ponding of water in areas to the south that could be remedied fairly easily. Overall, the majority of the site is upland with only a small percentage of low land.

Resource/Zoning Areas

As you can see in Figure 2 below, there aren't many regulated resource areas directly on the site. There are a few regulated areas that are located at the perimeter of the site that include: Shrub swamp to the north, Natural Heritage and Endangered Species Program (NHESP) habitat for rare wildlife (to the north and east) and an Outstanding Resource Waters (ORW) to the east. There may be associated buffer zones with these areas that should be further evaluated from a development perspective.

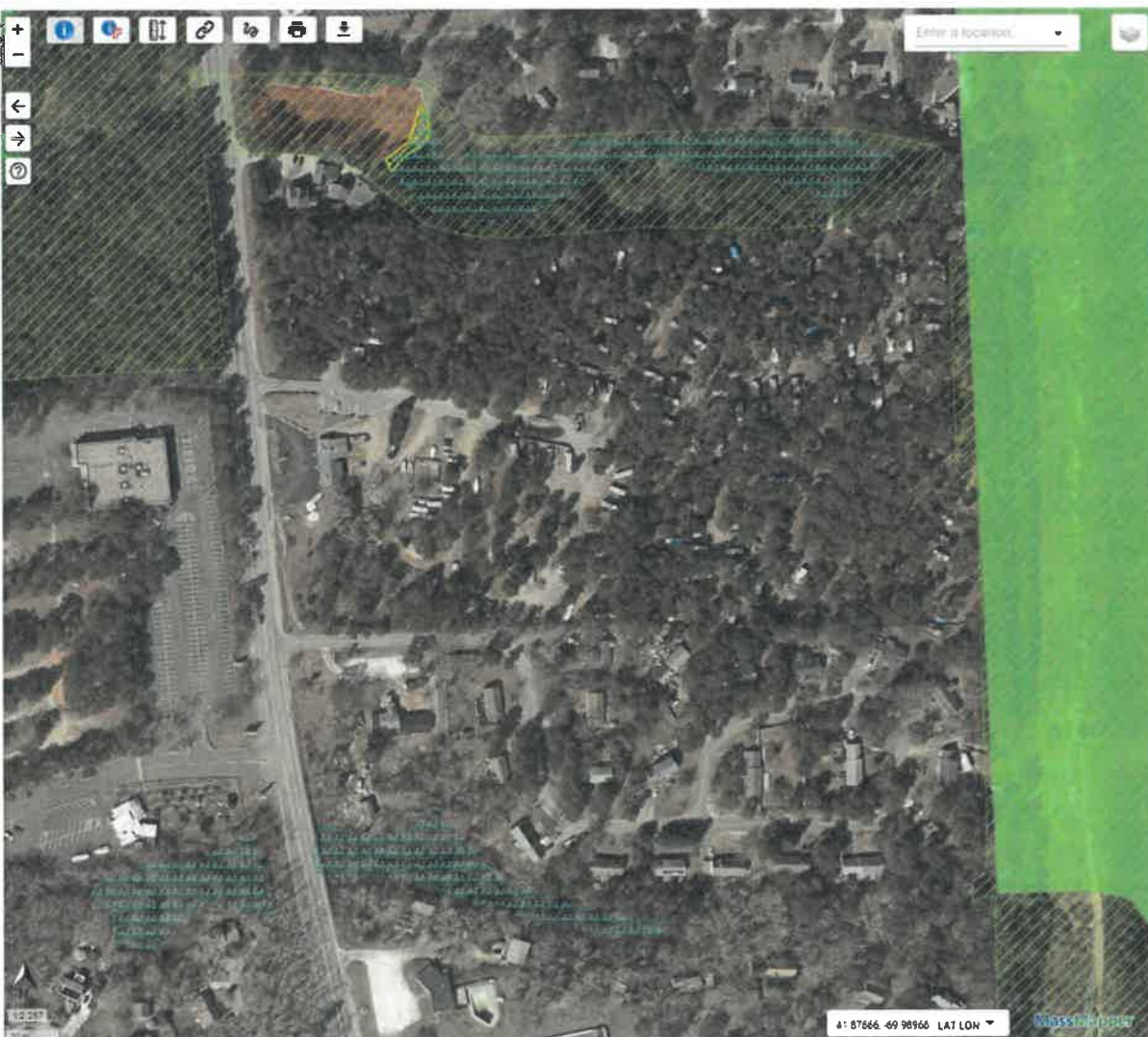


Figure 2 - Mass DEP MORIS Map

Maurice's Campground

Figure 3 represents the Town of Wellfleet's zoning map that delineates the subject property as "Residential 2" which abuts the National Seashore.

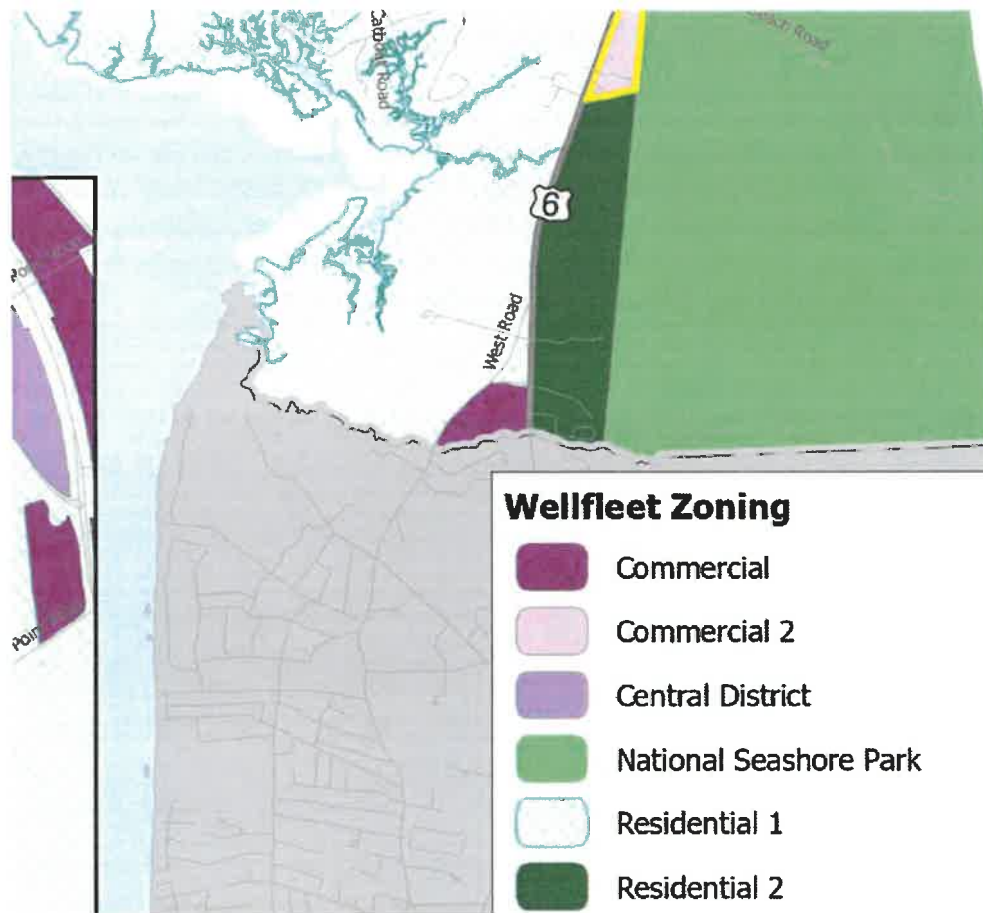


Figure 3 - Town of Wellfleet Zoning Map

Please refer to the Town of Wellfleet's zoning by law for permitted uses/setbacks/building coverage, etc. for Residential 2 district in Appendix E.



Figure 4 - MassDEP GIS Public Water Supply

As shown above, the site contains (2) two documented public water supply wells (4318063-02G to the East and 4318063-01G to the West which from our understanding is not in use). The system is registered with MassDEP as PWS ID #4318063. Attached in Appendix F please find the most recent compliance/testing documents retrieved from the MassDEP website.

STRUCTURES

The purpose of the on-site assessment of the existing buildings was to determine the condition of each structure. The exterior roof, exterior walls, windows and doors, foundation, interior ceiling, interior walls, and flooring type were observed. The condition of each item was documented based on the following criteria.

- New – Installed approximately within the past 10 years.
- Good – Building material/construction should perform for 0 to 6 more years.
- Fair – Building material/construction is original.
- Poor – Building material/construction needs replacement.

Although this rating system is subjective and not based on fact, it should provide an overall view of the condition of the existing building structures on the site.

Narrative

Maurice's Campground

The site is an existing campground that contains cabins, cottages, outbuildings, an office, a store, and mobile homes, (Refer to Site Map). Based a review of assessor's records, the year built for the buildings is between 1950 and 1960. The age of the mobile homes at the site could not be determined.

On June 7, 2022, a site assessment was conducted for the existing buildings. Prior to the visit, the existing Building Department file for the site was reviewed to determine the history of any permitted work completed on the buildings. These buildings included cabins, cottages, caretakers house, office, store, shower house and bath building, bathroom building, bathroom annex building, and storage building. The existing mobile homes to remain at the site (B, D, A2, A17, A36, S-1, S-2, S-4, S-8, 41, 42, 44, 76, 77, 78, 80 and 94) were also observed. The information regarding the specific mobile homes to remain was provided by the property owner at the time of inspection. The condition of the mobile homes is fair.

The description and construction type for each building is outlined below.

Cabins – One-Story wood frame construction with asphalt roof shingles, painted clapboard wood siding, supported on concrete block (cmu) piers.

Cottages – One-Story wood frame construction with asphalt roof shingles, painted clapboard wood siding, and a crawlspace foundation constructed with concrete blocks (cmu).

Caretakers house – One-Story wood frame construction with asphalt roof shingles, painted textured plywood wood siding, on a foundation.

Office – One-Story wood frame construction with asphalt roof shingles, painted clapboard siding, a crawlspace foundation constructed with concrete blocks (cmu) on half of the building footprint, and a slab supporting the building on the remaining half of the building footprint. A portion of interior contained floor tiles that appeared to be of significant age, and could possibly contain asbestos, but this could not be determined.

Store – One-Story Wood frame construction with asphalt roof shingles, a combination of painted textured plywood siding and painted white cedar shingles, a full foundation constructed of poured concrete, with a site-built wood truss roof for the main portion of the structure, and a low slope 2x8 rafter roof at the rear of the building. A portion of interior contained floor tiles that appeared to be of significant age, and could possibly contain asbestos, but this could not be determined.

Shower House and Bathroom Building – One-Story constructed using a combination of wood frame construction and concrete block (cmu), with asphalt roof shingles, supported on a concrete slab. This building has a ramp from grade to the interior floor level.

Bathroom Building – One-Story Wood frame construction with asphalt roof shingles, painted wood shingle siding, supported on a concrete slab. This building has a ramp from grade to the interior floor level.

Bathroom Annex Building – One-Story wood frame construction with asphalt roof shingles, painted clapboard siding, supported on a concrete slab. This building does not have a ramp from grade to the interior floor level.

Storage Building – One-Story wood frame construction with asphalt roof shingles, painted clapboard siding, metal siding, supported on a concrete slab.

Summary of Findings

The information gathered during the site visit has been summarized in spreadsheet format for each individual building. (See Attached in Appendix A)

UTILITIES

Please refer to Electrical Inspector and Select Member Wolf's report attached in Appendix B & C respectively.

PUBLIC SAFETY

At one of the site visits, Captain Joe Capello joined the due diligence team to assess the property from a public safety perspective. Mr. Capello mentioned that the trailers and cabins should be better marked in the event of an emergency. It would be extremely difficult to find someone that was having a medical emergency.

OTHER CONCERNS/QUESTIONS

Water system: The records of the existing water service are vague and we could only retrieve a few reports online. We would recommend acquiring a history of water testing over 5 years including dates of testing and results, any violations, changes in water levels in wells, any water treatment including pH buffering and chlorination, leaks including locations and frequency of, frequency of testing and repairs. In addition, are there backflow preventers from individual units into water lines etc.

Operations:

Sewage Disposal Systems: Another component that will require extensive research and discussion are the sewage disposal systems. All of the systems from our understanding are non-conforming cesspools.

Building Maintenance: More review/analysis needs to be conducted to formulate an estimated dollar amount of anticipated and projected repairs for the buildings and also what their use will be.

Grounds Maintenance: It's fairly clear what the scope of grounds/roadway/drainage maintenance would be, but a determination needs to be made whether the Town is going to manage this or sub-contract it. This needs to be determined so a clear predicted cost can be associated with this. As it stands, Town staff – in particular the DPW, would not be able to take on such a task without having additional help to manage the maintenance of both the grounds and facilities, not to mention administrative duties.

Utilities: Although the utilities are in fairly good condition, they will require yearly commissioning and testing which is associated with a dollar amount to be determined.

Site Contamination: No evidence of any site contamination; however, this was only from a visual perspective.

Liability: As indicated above, the site is not clearly marked for emergency personnel which will need to be remedied. In addition, more information and clarification will be needed regarding specific requirements for operation of a campground or leasing of trailers, including the question what will need to be upgraded for handicap accessible accommodations.

APPENDICES

Please see the following attachments.

- APPENDIX A – BUILDING INSPECTOR FORMS**
- APPENDIX B – ELECTRICAL INSPECTOR LETTER OF FINDINGS**
- APPENDIX C – SELECT MEMBER WOLF REPORT**
- APPENDIX D – ASSESSORS DATABASE BUILDING CARDS**
- APPENDIX E – TOWN OF WELLFLEET ZONING EXCERPT**
- APPENDIX F – PUBLIC WATER SUPPLY RECORDS**

MAURICE'S CAMPGROUND, INC.

50 Four E, Unit 1

Wellfleet, MA 02667

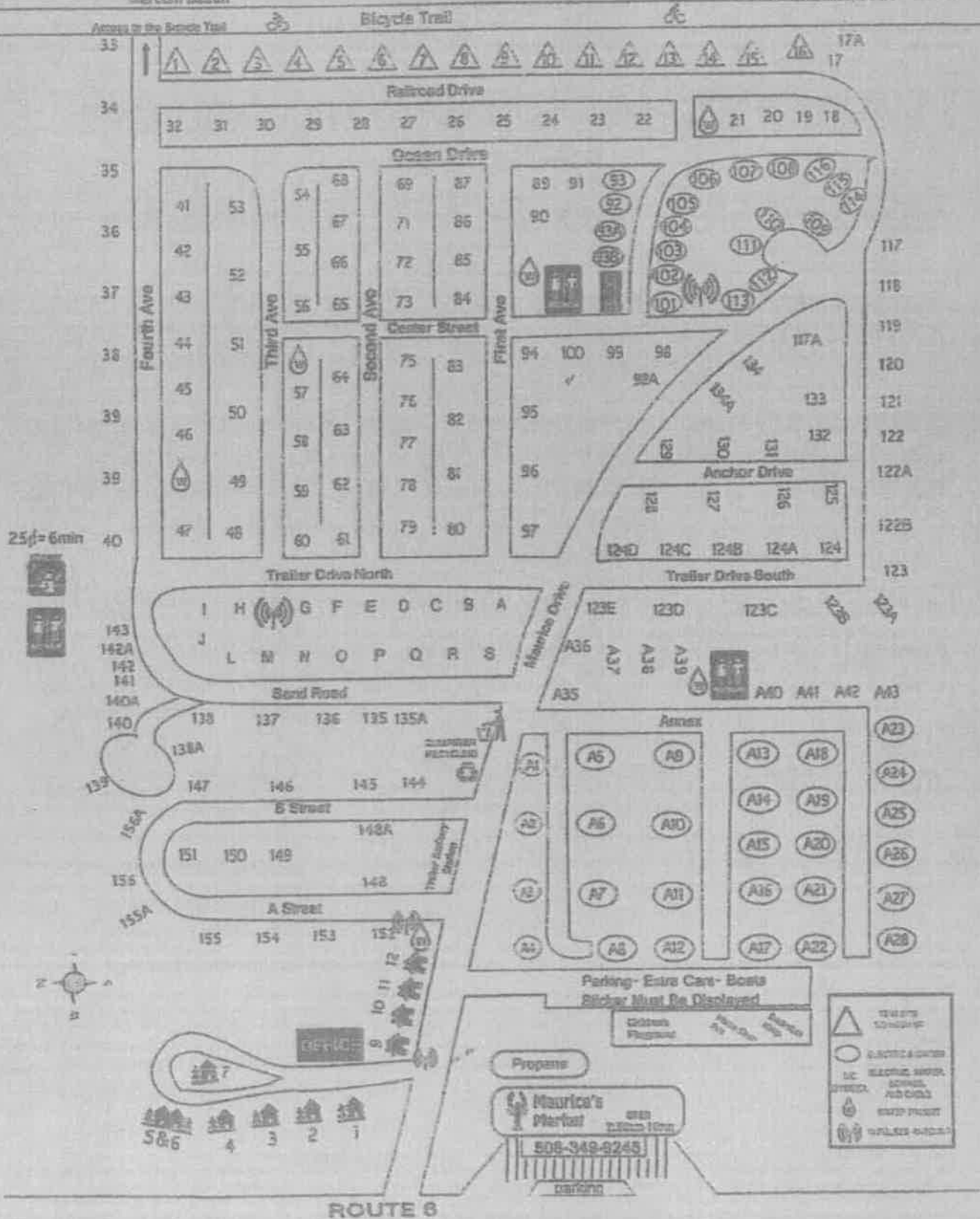
Phone 508 349-2029 Fax 508 349-6703

Email: steve@mauricescampground.com

www.mauricescampground.com

Wellfleet Beaches
Marconi Beach

Eastern
Newest Light Beach



John A. Wolf
Member, Wellfleet Selectboard
65 Cannon Hill Rd.
Wellfleet, Ma. 02667-8709

MAURICE'S CAMPGROUND infrastructure report- mechanicals

EQUIPMENT	CONDITION	RECOMMENDATION
water heater-cabins 1 A.O. Smith 75 gal. gas	O-K, probably 7 yrs.	When replacement is needed, replace w/high-efficiency HTP Phoenix® 55-gal. model PH-100-55, 100 kBtu input gas
boiler/indirect water heater cabins 2-provides baseboard heat & hot water	Cast-iron boiler, 1995, should still be good to go. SuperStor SSE-80 indirect water heater is stainless steel, should be o-k for a good while.	No action needed for foreseeable future, if ever needed replace w/ same. Circulator pumps may need replacement at some point.
space heating-office	floor furnace, relatively new	this type of heater is no longer code-approved, but since this is not living space, no action needed
water heater-shower	Bock mod. 71E oil-fired 55 gal. glass-lined steel. Mfg. date 2/2013	9 years old, probably good for 5- 6 more years. Needs new smoke- pipe, re-cement pipe to chimney. Strongly recommend replace oil return line w/deaerator (such as Tiger Loop® or Mitco Smart-Flo® Strongly recommend cleaning/ tune-up
Well #1	Gould shallow-well jet pump appears to be 1-hp.	Pump appears in good condition, has fiberglass pressure tank, which should not require replacement for foresee- able future

Well #2	Submersible pump, unknown make/model/age, probably 1 or 1-1/2 hp.	These pumps usually last a long time. Has old-style wellhead, not pitiless adapter. O-k for now, but will have to be changed if pump is ever replaced.
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NOTES ON WELLS/WATER QUALITY

Well water on the outer Cape is generally quite acidic; it would be good idea to have it tested for pH. Currently there is no water treatment for the campground water supply, therefore it would be wise to check the condition of any metallic piping. Adding acid neutralization gear to the wells would be worth considering in order to prevent further deterioration of the plumbing infrastructure.

The pressure/water storage tank(s) were purchased from the Otis installation in No. Truro, and are made of 3/4" thick steel; should never need attention.

NOTE ON MAIN ROADWAY

I completed my survey on June 9, 2022, following a period of very heavy rain (approx. 2"-3" overnight and in the morning). The main road into the camp had deeply ponded near the trash/recycling center, something we will need to address.

Key: 4671

Town of WELLFLEET - Fiscal Year 2021

10/10/2020 11:33 pm SEQ #: 4,883

CURRENT OWNER		PARCEL ID		LOCATION		CLASS	CLASS%	DESCRIPTION		BN ID	BN	CARD					
GAUTHIER MAURICE M & JOHN G & GAUTHIER MARTIN 80 STATE HWY WELLFLEET, MA 02867		47-23-0		80 STATE HWY RTE 8		3020	100	INNS			1	1 of 13					
TRANSFER HISTORY		DCS	T	SALE PRICE	BK-PG (Cert)	PMT NO	PMT DT	TY	DESC	AMOUNT	INSP	BY	1st %				
GAUTHIER MAURICE M & JOH		07/11/1977	A	1 2543-214		15X391	10/07/2015	3	MAINTENANCE	1,000	05/02/2016	RJM	100 100				
						10-44	08/07/2013	7	CYCLICAL		08/07/2013	SF	100 100				
						NP	01/19/2010	3	MAINTENANCE	8,000	06/28/2011	DF	100 100				
						05-133	06/06/2005	8	SIGN	300	05/24/2006	RJM	100 100				
CD	T	AC/SF/UN	Nbhd	INFL1	INFL2	ADJ BASE	SAF	Scenic	Lpi	VC	CREDIT AMT	ADJ VALUE					
103	S	338,000	C	1.00	L70	0.70	100	1.00	218,400	1.00	100	1.00	1,694,660				
203	A	5,739	C	1.00	L70	0.70	100	1.00	43,680	1.00	100	1.00	250,680				
303	A	7,751	C	1.00	L70	0.70	100	1.00	12,320	1.00	100	1.00	95,490				
TOTAL		21.250 Acres		ZONING	R40	FRNT	0	ASSESSED	CURRENT	PREVIOUS							
Nbhd	COMMERCIAL	N ASSOC PAR 1=203-30 2// LCP 23487// MAURICE'S		LAND		2,040,800	2,040,800	BUILDING	131,500	132,600							
INFL1	LOC 70	O TENT & TRAILER PARK		DETACHED		27,400	27,400	OTHER	431,000	430,600							
INFL2	NO ADJUST	E		TOTAL		2,630,700	2,631,400										
TY	QUAL	COND	DIM/NOTE	YB	UNITS	ADJ PRICE	RCNLD	PHOTO 05/02/2016									
CBH	A	1.00	60 0.60 16*16		256	16.80	2,600										
CBH	A	1.00	60 0.60 26*13 + 6*6		374	16.80	3,800										
CBH	A	1.00	60 0.60 20*14 - 6*7		238	16.80	2,400										
CBH	A	1.00	60 0.60 18X28		504	16.80	5,100										
FBN	A	1.00	65 0.65 15X35		525	15.40	5,300										
APV	A	1.00	70 0.70		12,450	0.90	7,800										
SW2	A	1.00	60 0.60 4X6		24	25.00	400	BLDG COMMENTS									
BUILDING	CD	ADJ	DESC	MEASURE	8/7/2013	SF											
MODEL	5		CIM	LIST	5/2/2016	RJM											
STYLE	31	1.90	STORE(SM. RET) [100%]	REVIEW	5/2/2016	RJM											
QUALITY	A	1.00	AVERAGE [100%]														
FRAME	1	0.99	WOOD FRAME [100%]														
YEAR BLT	1960	SIZE ADJ	0.975	ELEMENT	CD	DESCRIPTION	ADJ	S	BAT	T	DESCRIPTION	UNITS	YB	ADJ PRICE	RCN	TOTAL RCN	257,890
NET AREA	2,160	DETAIL ADJ	1,594	FOUNDATION	4	BSMT WALL	1.00	+	BMU	N	BSMT UNF	2,160		29.53	63,782	CONDITION ELEM	CD
\$NLA(RCN)	\$119	OVERALL	1,000	EXTERIOR WALL	8	TEX PLYWOOD	0.98	A	BAS	L	BASE AREA	960	1960	84.24	80,866		
				ROOF STRUCTURE	1	GABLE	1.00	B	ASH	N	ATT SHED	640		19.00	12,160		
				ROOF COVER	1	ASPH/COMP SHIN	1.00	C	BAS	L	BASE AREA	1,200	1981	84.24	101,082		
				FLOORING	4	ASPH TILE	0.98										
				INT FINISH	2	DRYWALL	1.02										
				H.V.A.C.	13	NONE	0.90										
				FUEL SOURCE	8	NONE	1.00										
CAPACITY		UNITS	ADJ														
STORIES		1	1.00														
% HEATED		0	1.00														
% A/C		0	1.00														
% SPRINKLERS		0	1.00														
EFF YR/AGE		1990 / 29															
COND		49 49 %															
FUNC		0															
ECON		0															
DEPR		49 % GD															
RCNLD		\$131,500															

Key: 4671

Town of WELLFLEET - Fiscal Year 2021


10/10/2020 11:33 pm SEQ#: 4,864

LEGAL

LAND

DETACHED

BUILDING


CURRENT OWNER		PARCEL ID		LOCATION		CLASS	CLASS%	DESCRIPTION		BN ID	BN	CARD						
GAUTHIER MAURICE M & JOHN G & GAUTHIER MARTIN 80 STATE HWY WELLFLEET, MA 02667		47-23-0		80 STATE HWY RTE 6		3020	100	INNS			2	2 of 13						
TRANSFER HISTORY		DOS	T	SALE PRICE	BK-PG (Cert)	PMT NO	PMT DT	TY	DESC	AMOUNT	INSP	BY	1st	%				
CD	T	AC/SF/FUN	Nbhd	INFL1	INFL2	ADJ BASE	SAF	Scenic	Lpi	VC	CREDIT AMT	ADJ VALUE						
TOTAL		ZONING		FRNT		ASSESSED	CURRENT	PREVIOUS										
Nbhd		NOTE		LAND BUILDING DETACHED OTHER		13,800												
INFL1																		
INFL2																		
TY	QUAL	COND	DIM/NOTE	YB	UNITS	ADJ PRICE	RCNLD	PHOTO 08/07/2013										
																		
								BLDG COMMENTS										
BUILDING	CD	ADJ	DESC		MEASURE	8/7/2013	SF											
MODEL	1		RESIDENTIAL		LIST	2/1/2001												
STYLE	6	0.75	BUNGALOW [100%]		REVIEW	8/7/2013	SF											
QUALITY	A	1.00	AVERAGE [100%]															
FRAME	1	1.00	WOOD FRAME [100%]															
YEAR BLT	1950	SIZE ADJ	1.000	ELEMENT		CD	DESCRIPTION	ADJ	S	BAT	T	DESCRIPTION	UNITS	YB	ADJ PRICE	RCN	TOTAL RCN	19,224
NET AREA	168	DETAIL ADJ	1.000	FOUNDATION	1	PIER	0.96	A	BAS	L	BAS AREA	168	1950	105.93	17,796	CONDITION ELEM CD		
\$NLA(RCN)	\$114	OVERALL	0.690	EXT. COVER	2	CLAPBOARD	1.00											
CAPACITY		UNITS	ADJ	ROOF SHAPE	1	GABLE	1.00											
STORIES	1	1.00		ROOF COVER	1	ASPHALT SHINGLE	1.00											
ROOMS	2	1.00		FLOOR COVER	2	SOFTWOOD	1.00											
BEDROOMS	1	1.00		INT. FINISH	3	WOOD PANEL	1.00											
BATHROOMS	1	1.00		HEATING/COOLING	13	NO HEAT	0.98											
HALFBATHS	0	1.00		FUEL SOURCE	8	NONE	0.98											
UNITS	1	1.00																
GARAGE SPACES	0	1.00																
FIXTURES	3	\$1,428																
																	EFF YR/AGE	1980 / 39
																	COND	28 28 %
																	FUNC	0
																	ECON	0
																	DEPR	28 % GD 72
																	RCNLD	\$13,800

(A) 14
BAS
12

Key: 4671

Town of WELLFLEET - Fiscal Year 2021

10/10/2020 11:33 pm SEQ#: 4,865

CURRENT OWNER		PARCEL ID	LOCATION				CLASS	CLASS%	DESCRIPTION			BN ID	BN	CARD				
GAUTHIER MAURICE M & JOHN G & GAUTHIER MARTIN 80 STATE HWY WELLFLEET, MA 02667		47-23-0	80 STATE HWY RTE 6				3020	100	INNS				3	3 of 13				
TRANSFER HISTORY		DOS	T	SALE PRICE	BK-PG (Cert)	PMT NO	PMT DT	TY	DESC	AMOUNT	INSP	BY	1st %					
CD	T	AC/SF/UN	Nbhd	INFL1	INFL2	ADJ BASE	SAF	Scenic	Lpi	VC	CREDIT AMT	ADJ VALUE						
TOTAL		ZONING		FRNT		ASSESSED		CURRENT	PREVIOUS									
Nbhd		NOTE		LAND BUILDING DETACHED OTHER		13,800												
INFL1																		
INFL2																		
TY	QUAL	COND	DIMNOTE	YB	UNITS	ADJ PRICE	RCNLD	PHOTO 06/07/2013										
																		
								BLDG COMMENTS										
BUILDING	CD	ADJ	DESC		MEASURE	8/7/2013	SF											
MODEL	1		RESIDENTIAL		LIST	2/1/2001												
STYLE	6	0.75	BUNGALOW [100%]		REVIEW	8/7/2013	SF											
QUALITY	A	1.00	AVERAGE [100%]															
FRAME	1	1.00	WOOD FRAME [100%]															
YEAR BLT	1950	SIZE ADJ	1.000	ELEMENT		CD	DESCRIPTION	ADJ	S	BAT	T	DESCRIPTION	UNITS	YB	ADJ PRICE	RCN	TOTAL RCN	19,224
NET AREA	168	DETAIL ADJ	1.000	FOUNDATION	1	PIER		0.96	A	BAS	L	BAS AREA	168	1950	105.93	17,796	CONDITION ELEM	CD
\$NLA(RCN)	\$114	OVERALL	0.690	EXT. COVER	2	CLAPBOARD		1.00										
CAPACITY		UNITS	ADJ	ROOF SHAPE	1	GABLE		1.00										
STORIES	1	1.00		ROOF COVER	1	ASPHALT SHINGLE		1.00										
ROOMS	2	1.00		FLOOR COVER	2	SOFTWOOD		1.00										
BEDROOMS	1	1.00		INT. FINISH	3	WOOD PANEL		1.00										
BATHROOMS	1	1.00		HEATING/COOLING	13	NO HEAT		0.98										
HALFBATHS	0	1.00		FUEL SOURCE	8	NONE		0.98										
UNITS	1	1.00																
GARAGE SPACES	0	1.00																
FIXTURES	3	\$1,428																
																	EFF YR/AGE	1980 / 39
																	COND	28 28 %
																	FUNC	0
																	ECON	0
																	DEPR	28 % GD 72
																	RCNLD	\$13,800

LEGALS

LAND

DETACHED

BUILDING

Key: 4671

Town of WELFLEET - Fiscal Year 2021


10/10/2020 11:33 pm SEQ #: 4,866

LEGALS

LAND

DETACHED

BUILDING

CURRENT OWNER		PARCEL ID	LOCATION				CLASS	CLASS%	DESCRIPTION			BN ID	BN	CARD				
GAUTHIER MAURICE M & JOHN G & GAUTHIER MARTIN		47-23-0	80 STATE HWY RTE 6				3020	100	INNS				4	4 of 13				
80 STATE HWY WELFLEET, MA 02867		TRANSFER HISTORY		DOS	T	SALE PRICE	BK-PG (Certi)											
PMT.NO	PMT.DT	TY	DESC	AMOUNT	INSP	BY	1st	%										
CD	T	AC/SF/FUN	Nbhd	INFL1	INFL2	ADJ BASE	SAF	Scenic	Lpi	VC	CREDIT AMT	ADJ VALUE						
TOTAL		ZONING		FRNT		ASSESSED		CURRENT	PREVIOUS									
Nbhd	INFL1	INFL2	NOTE		LAND BUILDING DETACHED OTHER TOTAL		13,800											
TY	QUAL	COND	DIM/NOTE	YB	UNITS	ADJ PRICE	RCNLD	PHOTO 08/07/2013										
																		
BLDG COMMENTS								<div style="border: 1px solid black; padding: 5px; width: fit-content;"> (A) 14 BAS 12 </div>										
BUILDING	CD	ADJ	DESC		MEASURE	8/7/2013	SF	BLDG COMMENTS										
MODEL	1		RESIDENTIAL		LIST	2/1/2001												
STYLE	6	0.75	BUNGALOW [100%]		REVIEW	8/7/2013	SF											
QUALITY	A	1.00	AVERAGE [100%]															
FRAME	1	1.00	WOOD FRAME [100%]															
YEAR BLT	1950	SIZE ADJ	1.000	ELEMENT		CD	DESCRIPTION	ADJ	S	BAT	T	DESCRIPTION	UNITS	YB	ADJ PRICE	RCN	TOTAL RCN	19,224
NET AREA	168	DETAIL ADJ	1.000	FOUNDATION	1	PIER	0.96	A	BAS	L	BAS AREA	168	1950	105.93	17,796	CONDITION ELEM CD		
\$NLA(RCN)	\$114	OVERALL	0.690	EXT. COVER	2	CLAPBOARD	1.00											
CAPACITY		UNITS	ADJ	ROOF SHAPE	1	GABLE	1.00											
STORIES	1	1.00		ROOF COVER	1	ASPHALT SHINGLE	1.00											
ROOMS	2	1.00		FLOOR COVER	2	SOFTWOOD	1.00											
BEDROOMS	1	1.00		INT. FINISH	3	WOOD PANEL	1.00											
BATHROOMS	1	1.00		HEATING/COOLING	13	NO HEAT	0.98											
HALFBATHS	0	1.00		FUEL SOURCE	8	NONE	0.98											
UNITS	1	1.00																
GARAGE SPACES	0	1.00																
FIXTURES	3	\$1,428																
																	EFF YR/AGE	1990 / 39
																	COND	28 28 %
																	FUNC	0
																	ECON	0
																	DEPR	28 % GD 72
																	RCNLD	\$13,800

Key: 4671

Town of WELLFLEET - Fiscal Year 2021


10/10/2020 11:33 pm SEQ #: 4,867

LEGALS

LAND

DETACHED


BUILDING

CURRENT OWNER		PARCEL ID	LOCATION				CLASS	CLASS%	DESCRIPTION			BN ID	BN	CARD				
GAUTHIER MAURICE M & JOHN G & GAUTHIER MARTIN		47-23-0	80 STATE HWY RTE 6				3020	100	INNS				5	5 of 13				
80 STATE HWY WELLFLEET, MA 02867		TRANSFER HISTORY	DOS	T	SALE PRICE	BK-PG (Cert)	PMT NO	PMT DT	TY	DESC	AMOUNT	INSP	BY	1st %				
CD	T	AC/SF/UN	Nbhd	INFL1	INFL2	ADJ BASE	SAF	Scenic	Lpi	VC	CREDIT AMT	ADJ VALUE						
TOTAL		ZONING		FRNT		ASSESSED		CURRENT	PREVIOUS									
Nbhd			NOTE			LAND BUILDING DETACHED OTHER		13,800										
INFL1						TOTAL												
INFL2																		
TY	QUAL	COND	DIMNOTE	YB	UNITS	ADJ PRICE	RCNLD	PHOTO 08/07/2013										
																		
								BLDG COMMENTS										
BUILDING	CD	ADJ	DESC		MEASURE	8/7/2013	SF											
MODEL	1		RESIDENTIAL		LIST	2/1/2001												
STYLE	6	0.75	BUNGALOW [100%]		REVIEW	8/7/2013	SF											
QUALITY	A	1.00	AVERAGE [100%]															
FRAME	1	1.00	WOOD FRAME [100%]															
YEAR BLT	1950	SIZE ADJ	1.000	ELEMENT		CD	DESCRIPTION	ADJ	S	BAT	T	DESCRIPTION	UNITS	YB	ADJ PRICE	RCN	TOTAL RCN	19,224
NET AREA	168	DETAIL ADJ	1.000	FOUNDATION	1	PIER	0.96		A	BAS	L	BAS AREA	168	1950	105.93	17,796	CONDITION ELEM CD	
\$NLA(RCN)	\$114	OVERALL	0.690	EXT. COVER	2	CLAPBOARD	1.00											
CAPACITY		UNITS	ADJ	ROOF SHAPE	1	GABLE	1.00											
STORIES	1	1.00		ROOF COVER	1	ASPHALT SHINGLE	1.00											
ROOMS	2	1.00		FLOOR COVER	2	SOFTWOOD	1.00											
BEDROOMS	1	1.00		INT. FINISH	3	WOOD PANEL	1.00											
BATHROOMS	1	1.00		HEATING/COOLING	13	NO HEAT	0.98											
HALFBATHS	0	1.00		FUEL SOURCE	8	NONE	0.98											
UNITS	1	1.00																
GARAGE SPACES	0	1.00																
FIXTURES	3	\$1,428																
																	EFF_YR/AGE	1980 / 39
																	COND	28 28 %
																	FUNC	0
																	ECON	0
																	DEPR	28 % GD 72
																	RCNLD	\$13,800

Key: 4671

Town of WELFLEET - Fiscal Year 2021


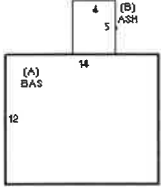
10/10/2020 11:33 pm SEQ #: 4,868

CURRENT OWNER										PARCEL ID			LOCATION				CLASS	CLASS%	DESCRIPTION			BN ID	BN	CARD
GAUTHIER NAURICE M & JOHN G & GAUTHIER MARTIN 80 STATE HWY WELFLEET, MA 02867										47-23-0			80 STATE HWY RTE 6				3020	100	INNS				6	6 of 13
TRANSFER HISTORY										DOS	T	SALE PRICE	BK-PG (Cert)		PMT NO	PMT DT	TY	DESC	AMOUNT	INSP	BY	1st	%	
CD	T	AC/SF/UN	Nbhd	INFL1	INFL2	ADJ BASE	SAF	Scenic	Lpi	VC	CREDIT AMT	ADJ VALUE												
TOTAL										ZONING	FRNT	ASSESSED	CURRENT	PREVIOUS										
Nbhd										NOTE	LAND BUILDING DETACHED OTHER		25,500											
INFL1										TOTAL														
INFL2																								
TY	QUAL	COND	DIM/NOTE	YB	UNITS	ADJ PRICE	RCNLD	PHOTO - 08/07/2013																
																								
BUILDING										CD	ADJ	DESC		MEASURE	8/7/2013	SF	BLDG COMMENTS							
MODEL										1		RESIDENTIAL		LIST	2/1/2001									
STYLE										11	0.80	DUPLEX/ROW [100%]		REVIEW	8/7/2013	SF								
QUALITY										A	1.00	AVERAGE [100%]												
FRAME										1	1.00	WOOD FRAME [100%]												
YEAR BLT	1950	SIZE ADJ	1.000	ELEMENT		CD	DESCRIPTION	ADJ	S	BAT	T	DESCRIPTION	UNITS	YB	ADJ PRICE	RCN	TOTAL RCN	35,420						
NET AREA	300	DETAIL ADJ	1.000	FOUNDATION	1	PIER		0.96	A	BAS	L	BAS AREA	300	1950	112.99	33,897	CONDITION ELEM	CD						
\$NLA(RCN)	\$118	OVERALL	0.736	EXT. COVER	2	CLAPBOARD		1.00																
CAPACITY		UNITS	ADJ	ROOF SHAPE	1	GABLE		1.00																
STORIES	1	1.00		ROOF COVER	1	ASPHALT SHINGLE		1.00																
ROOMS	2	1.00		FLOOR COVER	2	SOFTWOOD		1.00																
BEDROOMS	1	1.00		INT. FINISH	3	WOOD PANEL		1.00																
BATHROOMS	1	1.00		HEATING/COOLING	13	NO HEAT		0.98																
HALFBATHS	0	1.00		FUEL SOURCE	8	NONE		0.98																
UNITS	2	1.00																						
GARAGE SPACES	0	1.00																						
FIXTURES	3	\$1,524																						
EFF YR/AGE																	1980 / 39							
COND																	28 28 %							
FUNC																	0							
ECON																	0							
DEPR																	28 % GD 72							
RCNLD																	\$25,500							

Key: 4671

Town of WELLFLEET - Fiscal Year 2021

10/10/2020 11:33 pm SEQ #: 4,869

CURRENT OWNER		PARCEL ID	LOCATION				CLASS	CLASS%	DESCRIPTION			BN ID	BN	CARD				
GAUTHIER MAURICE M & JOHN G & GAUTHIER MARTIN 80 STATE HWY WELLFLEET, MA 02867		47-23-0	80 STATE HWY RTE 6				3020	100	INNS				7	7 of 13				
TRANSFER HISTORY		DOS	T	SALE PRICE	BK-PG (Cert)	PMT NO	PMT DT	TY	DESC	AMOUNT	INSP	BY	1st %					
CD	T	AC/SF/UN	Nbhd	INFL1	INFL2	ADJ BASE	SAF	Scenic	Lpi	VC	CREDIT AMT	ADJ VALUE						
TOTAL		ZONING		FRNT		ASSESSED	CURRENT	PREVIOUS										
Nbhd		NOTE		LAND BUILDING DETACHED OTHER		14,000												
INFL1																		
INFL2																		
TY	QUAL	COND	DIMNOTE	YB	UNITS	ADJ PRICE	RCNLD	PHOTO 08/07/2013										
																		
																		
BLDG COMMENTS																		
BUILDING	CD	ADJ	DESC		MEASURE	8/7/2013	SF											
MODEL	1		RESIDENTIAL		LIST	2/1/2001												
STYLE	6	0.75	BUNGALOW [100%]		REVIEW	8/7/2013	SF											
QUALITY	A	1.00	AVERAGE [100%]															
FRAME	1	1.00	WOOD FRAME [100%]															
YEAR BLT	1950	SIZE ADJ	1.000	ELEMENT		CD	DESCRIPTION	ADJ	S	BAT	T	DESCRIPTION	UNITS	YB	ADJ PRICE	RCN	TOTAL RCN	19,475
NET AREA	168	DETAIL ADJ	1.000	FOUNDATION	1	PIER	0.96	A	BAS	L	BAS AREA	168	1950	105.93	17,796	CONDITION ELEM	CD	
\$NLA(RCN)	\$116	OVERALL	0.690	EXT. COVER	2	CLAPBOARD	1.00	B	ASH	N	ATT SHED	20		12.56	251			
CAPACITY		UNITS	ADJ	ROOF SHAPE	1	GABLE	1.00											
STORIES	1	1.00		ROOF COVER	1	ASPHALT SHINGLE	1.00											
ROOMS	2	1.00		FLOOR COVER	2	SOFTWOOD	1.00											
BEDROOMS	1	1.00		INT. FINISH	3	WOOD PANEL	1.00											
BATHROOMS	1	1.00		HEATING/COOLING	13	NO HEAT	0.98											
HALFBATHS	0	1.00		FUEL SOURCE	8	NONE	0.98											
UNITS	1	1.00																
GARAGE SPACES	0	1.00																
FIXTURES	3	\$1,428																
EFF YR/AGE		1980 / 39																
COND	28	28 %																
FUNC	0																	
ECON	0																	
DEPR	28	% GD	72															
RCNLD			\$14,000															

LEGALS

LAND


DETACHED

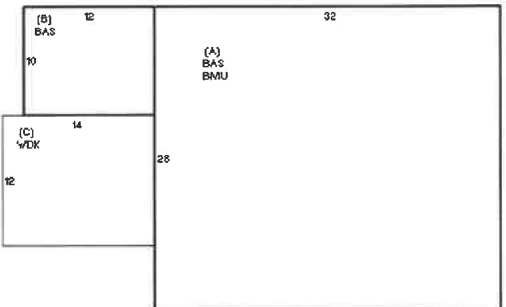
BUILDING

Key: 4671

Town of WELFLEET - Fiscal Year 2021

10/10/2020 11:33 pm SEQ #: 4,870


CURRENT OWNER										PARCEL ID			LOCATION			CLASS	CLASS%	DESCRIPTION			BN ID	BN	CARD			
GAUTHIER MAURICE M & JOHN G & GAUTHIER MARTIN 80 STATE HWY WELFLEET, MA 02667										47-23-0			80 STATE HWY RTE 6			3020	100	INNS			8	8	13			
TRANSFER HISTORY										DOS	T	SALE PRICE	BK-PG (Cert)	PMT NO	PMT DT	TY	DESC	AMOUNT	INSP	BY	1st	%				
CD	T	AC/SF/UN	Nbhd	INFL1	INFL2	ADJ BASE	SAF	Scenic	Lpi	VC	CREDIT AMT	ADJ VALUE														
TOTAL:										ZONING	FRNT	ASSESSED	CURRENT	PREVIOUS												
Nbhd										NOTE	LAND BUILDING DETACHED OTHER	126,800														
INFL1																										
INFL2																										
TY	QUAL	COND	DIM/NOTE	YB	UNITS	ADJ PRICE	RCNLD	PHOTO 08/07/2013																		
																										
BLDG COMMENTS																										
BUILDING	CD	ADJ	DESC			MEASURE	8/7/2013	SF																		
MODEL	1		RESIDENTIAL			LIST	2/1/2001																			
STYLE	1	0.95	RANCH [100%]			REVIEW	8/7/2013	SF																		
QUALITY	A	1.00	AVERAGE [100%]																							
FRAME	1	1.00	WOOD FRAME [100%]																							
YEAR BLT	1981	SIZE ADJ	1.000	ELEMENT										CD	DESCRIPTION	ADJ	S	BAT	T	DESCRIPTION	UNITS	YB	ADJ PRICE	RCN	TOTAL RCN	176,102
NET AREA	1,016	DETAIL ADJ	1.000	FOUNDATION	4	FLR & WALL	1.00	A	BMU	N	BSMT UNFINISHED	896					32.42	29,049			CONDITION ELEM	CD				
\$NLA(RCN)	\$173	OVERALL	0.958	EXT. COVER	8	TEX PLYWOOD	1.00	+	BAS	L	BAS AREA	1,016	1981			137.10	139,293									
CAPACITY				UNITS	ADJ	ROOF SHAPE	1	GABLE	1.00	C	WDK	N	ATT WOOD DECK	168		34.39	5,777									
STORIES	1	1.00	ROOF COVER	1	ASPHALT SHINGLE	1.00																				
ROOMS	5	1.00	FLOOR COVER	2	SOFTWOOD	1.00																				
BEDROOMS	2	1.00	INT. FINISH	2	DRYWALL	1.00																				
BATHROOMS	1	1.00	HEATING/COOLING	5	ELECTRIC	0.99																				
HALFBATHS	0	1.00	FUEL SOURCE	3	ELECTRIC	1.02																				
UNITS	1	1.00																								
GARAGE SPACES	0	1.00																								
FIXTURES	3	\$1,983																								
EFF YR/AGE																				1980 / 39						
COND																				28 28 %						
FUNC																				0						
ECON																				0						
DEPR																				28 % GD 72						
RCNLD																				\$126,800						



Key: 4671

Town of WELLFLEET - Fiscal Year 2021

10/10/2020 11:33 pm SEQ#: 4,871

CURRENT OWNER		PARCEL ID	LOCATION				CLASS	CLASS%	DESCRIPTION			BN ID	BN	CARD				
GAUTHIER MAURICE M & JOHN G & GAUTHIER MARTIN		47-23-0	80 STATE HWY RTE 6				3020	100	INNS				9	9 of 13				
80 STATE HWY		TRANSFER HISTORY	DOS	T	SALE PRICE	BK-PG (Cert)	PMT NO	PMT DT	TY	DESC	AMOUNT	INSP	BY	1st	%			
WELLFLEET, MA 02667																		
CD	T	AC/SF/AJN	Nbhd	INFL1	INFL2	ADJ BASE	SAF	Scenic	Lpi	VC	CREDIT AMT	ADJ VALUE						
TOTAL		ZONING		FRNT		ASSESSED		CURRENT		PREVIOUS								
Nbhd		N O T E				LAND BUILDING DETACHED OTHER		107,500										
INFL1																		
INFL2																		
TY	QUAL	COND	DIM/NOTE	YB	UNITS	ADJ PRICE	RCNLD	PHOTO 08/07/2013										
																		
BLDG COMMENTS																		
OFFICE																		
BUILDING	CD	ADJ	DESC		MEASURE	8/7/2013	SF											
MODEL	1		RESIDENTIAL		LIST	2/1/2001												
STYLE	1	0.95	RANCH (100%)		REVIEW	8/7/2013	SF											
QUALITY	A	1.00	AVERAGE (100%)															
FRAME	1	1.00	WOOD FRAME (100%)															
YEAR BLT	1950	SIZE ADJ	1.000	ELEMENT		CD	DESCRIPTION	ADJ	S	BAT	T	DESCRIPTION	UNITS	YB	ADJ PRICE	RCN	TOTAL RCN	14: 314
NET AREA	1,024	DETAIL ADJ	1.000	FOUNDATION	4	FLR & WALL	1.00	A	BMU	N	BSMT UNFINISHED	307		45.36	13,926	CONDITION ELEM	CD	
\$NLA/RCNI	\$146	OVERALL	0.911	EXT. COVER	2	CLAPBOARD	1.00	A	BAS	L	BAS AREA	1,024	1950	130.37	133,503			
CAPACITY				UNITS	ADJ	ROOF SHAPE	1	1.00										
STORIES	1	1.00		FLOOR COVER	2	SOFTWOOD	1.00											
ROOMS	4	1.00		INT. FINISH	3	WOOD PANEL	1.00											
BEDROOMS	2	1.00		HEATING/COOLING	7	FL/WALL FURN.	0.95											
BATHROOMS	1	1.00		FUEL SOURCE	1	OIL	1.01											
HALFBATHS	0	1.00																
UNITS	1	1.00																
GARAGE SPACES	0	1.00																
FIXTURES	3	\$1,886																
EFF YR/AGE 1950 / 30																		
COND 28 28 %																		
FUNC 0																		
ECON 0																		
DEPR 28 % GD 72																		
RCNLD \$107,500																		

LEGALS

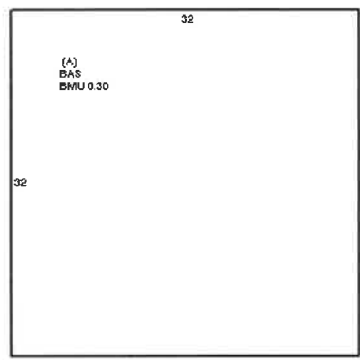
LAND

DETACHED

BUILDING

IND


G

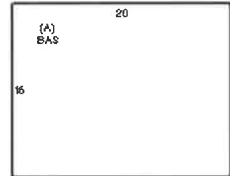


Key: 4671

Town of WELFLEET - Fiscal Year 2021

10/10/2020 11:33 pm SEQ #: 4,872

CURRENT OWNER										PARCEL ID			LOCATION			CLASS	CLASS%	DESCRIPTION			BN ID	BN	CARD
GAUTHIER MAURICE M & JOHN G & GAUTHIER MARTIN 80 STATE HWY WELFLEET, MA 02667										47-23-0			80 STATE HWY RTE 6			3020	100	INNS			10	10	13
TRANSFER HISTORY										DOS	T	SALE PRICE	BK-PG (Cert)	PMT NO	PMT DT	TY	DESC	AMOUNT	INSP	BY	1st	%	
CD	T	AC/SF/UN	Nbhd	INFL1	INFL2	ADJ BASE	SAF	Scenic	Lpi	VC	CREDIT AMT	ADJ VALUE											
TOTAL										ZONING	FRNT	ASSESSED	CURRENT	PREVIOUS									
Nbhd										NOTE	LAND BUILDING DETACHED OTHER	25,400											
INFL1																							
INFL2																							
TY	QUAL	COND	DIM/NOTE	YB	UNITS	ADJ PRICE	RCNLD	PHOTO 08/07/2013															
																							
													BLDG COMMENTS										
BUILDING	CD	ADJ	DESC			MEASURE	8/7/2013	SF															
MODEL	1		RESIDENTIAL			LIST	2/1/2001																
STYLE	6	0.75	BUNGALOW [100%]			REVIEW	8/7/2013	SF															
QUALITY	A	1.00	AVERAGE [100%]																				
FRAME	1	1.00	WOOD FRAME [100%]																				
YEAR BLT	1950	SIZE ADJ	1.000	ELEMENT																			
NET AREA	320	DETAIL ADJ	1.000	FOUNDATION	1	PIER	0.96	S	BAT	T	DESCRIPTION	UNITS	YB	ADJ PRICE	RCN	TOTAL RCN	35	325					
\$NLA(RCN)	\$110	OVERALL	0.690	EXT. COVER	2	CLAPBOARD	1.00	A	BAS	L	BAS AREA	320	1950	105.93	33,897	CONDITION ELEM			CD				
CAPACITY				UNITS	ADJ	ROOF SHAPE	1	GABLE	1.00														
STORIES				1	1.00	ROOF COVER	1	ASPHALT SHINGLE	1.00														
ROOMS				2	1.00	FLOOR COVER	2	SOFTWOOD	1.00														
BEDROOMS				1	1.00	INT. FINISH	3	WOOD PANEL	1.00														
BATHROOMS				1	1.00	HEATING/COOLING	7	FL./WALL FURN.	0.95														
HALFBATHS				0	1.00	FUEL SOURCE	1	OIL	1.01														
UNITS				1	1.00																		
GARAGE SPACES				0	1.00																		
FIXTURES				3	\$1,428																		
																EFF. YR/AGE	1980 / 39						
																COND	28 28 %						
																FUNC	0						
																ECON	0						
																DEPR	28	% GD	72				
																RCNLD	\$25,400						



Key: 4671

Town of WELLFLEET - Fiscal Year 2021

10/10/2020 11:33 pm SEQ #: 4,873


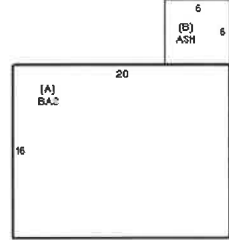
LEGALS

LAND

DETACHED

BUILDING

INDIN

CURRENT OWNER		PARCEL ID	LOCATION				CLASS	CLASS%	DESCRIPTION			BN ID	BN	CARD				
GAUTHIER MAURICE M & JOHN G & GAUTHIER MARTIN 80 STATE HWY WELLFLEET, MA 02667		47-23-0	80 STATE HWY RTE 6				3020	100	INNS				11	11 of 13				
TRANSFER HISTORY		DOS	T	SALE PRICE	BK-PG (Cert)	PMT NO	PMT DT	TY	DESC	AMOUNT	INSP	BY	1st %					
CD	T	AC/SF/AUN	Nbhd	INFL1	INFL2	ADJ BASE	SAF	Scenic	Lpi	VC	CREDIT AMT	ADJ VALUE						
TOTAL		ZONING		FRMT		ASSESSED		CURRENT		PREVIOUS								
Nbhd		NOTE		LAND BUILDING DETACHED OTHER		25,800												
TY	QUAL	COND	DIMNOTE	YB	UNITS	ADJ PRICE	RCNLD	PHOTO 08/07/2013										
																		
																		
BUILDING		CD	ADJ	DESC		MEASURE	8/7/2013	SF	BLDG COMMENTS									
MODEL	1			RESIDENTIAL		LIST	2/1/2001											
STYLE	6	0.75		BUNGALOW [100%]		REVIEW	8/7/2013	SF										
QUALITY	A	1.00		AVERAGE [100%]														
FRAME	1	1.00		WOOD FRAME [100%]														
YEAR BLT	1950	SIZE ADJ	1.000	ELEMENT		CD	DESCRIPTION	ADJ	S	BAT	T	DESCRIPTION	UNITS	YB	ADJ PRICE	RCN	TOTAL RCN	35,777
NET AREA	320	DETAIL ADJ	1.000	FOUNDATION		1	PIER	0.96	A	BAS	L	BAS AREA	320	1950	105.93	33,897	CONDITION ELEM	CD
\$NLA(RCN)	\$112	OVERALL	0.690	EXT. COVER		2	CLAPBOARD	1.00	B	ASH	N	ATT SHED	36		12.56	452		
CAPACITY		UNITS	ADJ	ROOF SHAPE		1	GABLE	1.00										
STORIES	1	1.00		ROOF COVER		1	ASPHALT SHINGLE	1.00										
ROOMS	2	1.00		FLOOR COVER		2	SOFTWOOD	1.00										
BEDROOMS	1	1.00		INT. FINISH		3	WOOD PANEL	1.00										
BATHROOMS	1	1.00		HEATING/COOLING		7	FL/WALL FURN.	0.95										
HALFBATHS	0	1.00		FUEL SOURCE		1	OIL	1.01										
UNITS	1	1.00																
GARAGE SPACES	0	1.00																
FXTURES	3	\$1,428																
																	EFF. YR/AGE	1980 / 39
																	COND	28 28 %
																	FUNC	0
																	ECON	0
																	DEPR	28 % GD 72
																	RCNLD	\$25,800

Key: 4671

Town of WELLFLEET - Fiscal Year 2021


10/10/2020 11:33 pm SEQ #: 4,874

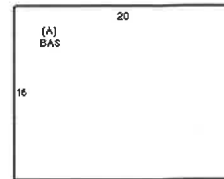
LEGAL

LAND

DETACHED

BUILDING

CURRENT OWNER										PARCEL ID			LOCATION			CLASS	CLASS%	DESCRIPTION			BN ID	BN	CARD
GAUTHIER MAURICE M & JOHN G & GAUTHIER MARTIN 80 STATE HWY WELLFLEET, MA 02667										47-23-0			80 STATE HWY RTE 6			3020	100	INNS				12	12 of 13
TRANSFER HISTORY										DOS	T	SALE PRICE	BK-PG (Cert)		PMT NO	PMT DT	TY	DESC	AMOUNT	INSP	BY	1st	%
CD	T	AC/SF/JN	Nbhd	INFL1	INFL2	ADJ BASE	SAF	Scenic	LPI	VC	CREDIT AMT	ADJ VALUE											
TOTAL		ZONING		FRNT		ASSESSED		CURRENT		PREVIOUS													
Nbhd		INFL1		INFL2		NOTE		LAND BUILDING DETACHED OTHER		TOTAL													
25,400																							
TY	QUAL	COND	DIMNOTE	YB	UNITS	ADJ PRICE	RCNLD	PHOTO	08/07/2013														
																							
BLDG COMMENTS																							
BUILDING	CD	ADJ	DESC			MEASURE	8/7/2013	SF															
MODEL	1		RESIDENTIAL			LIST	2/1/2001																
STYLE	6	0.75	BUNGALOW (100%)			REVIEW	8/7/2013	SF															
QUALITY	A	1.00	AVERAGE (100%)																				
FRAME	1	1.00	WOOD FRAME (100%)																				
YEAR BLT	1950	SIZE ADJ	1.000																				
NET AREA	320	DETAIL ADJ	1.000																				
\$NLA(RCN)	\$110	OVERALL	0.690																				
CAPACITY		UNITS	ADJ																				
STORIES		1	1.00																				
ROOMS		2	1.00																				
BEDROOMS		1	1.00																				
BATHROOMS		1	1.00																				
HALFBATHS		0	1.00																				
UNITS		1	1.00																				
GARAGE SPACES		0	1.00																				
FIXTURES		3	\$1,428																				
ELEMENT	CD	DESCRIPTION	ADJ	S	BAT	T	DESCRIPTION	UNITS	YB	ADJ PRICE	RCN	TOTAL RCN	35,325										
FOUNDATION	1	PIER	0.96	A	BAS	L	BAS AREA	320	1950	105.93	33,897	CONDITION ELEM		CD									
EXT. COVER	2	CLAPBOARD	1.00																				
ROOF SHAPE	1	GABLE	1.00																				
ROOF COVER	1	ASPHALT SHINGLE	1.00																				
FLOOR COVER	2	SOFTWOOD	1.00																				
INT. FINISH	3	WOOD PANEL	1.00																				
HEATING/COOLING	7	FL/WALL FURN.	0.95																				
FUEL SOURCE	1	OIL	1.01																				
EFF YR/AGE												1980 / 39											
COND												28 28 %											
FUNC												0											
ECON												0											
DEPR												28 % GD 72											
RCNLD												\$25,400											



Key: 4671

Town of WELLFLEET - Fiscal Year 2021


10/10/2020 11:33 pm SEQ#: 4,875

LEGAL

LAND

DETACHED

BUILDING

CURRENT OWNER													PARCEL ID		LOCATION				CLASS	CLASS%	DESCRIPTION			BN ID	BN	CARD	
GAUTHIER MAURICE M & JOHN G & GAUTHIER MARTIN 80 STATE HWY WELLFLEET, MA 02867													47-23-0		80 STATE HWY RTE 8				3020	100	INNS			13	13	13 of 13	
TRANSFER HISTORY													DOS	T	SALE PRICE	BK-PG (Cert)		PMT NO	PMT DT	TY	DESC	AMOUNT	INSP	BY	1st	%	
CD	T	ACS/FUN	Nbhd	INFL1	INFL2	ADJ BASE	SAF	Scenic	Lpl	VC	CREDIT AMT	ADJ VALUE															
TOTAL			ZONING		FRNT		ASSESSED		CURRENT		PREVIOUS																
Nbhd			NOTE				LAND BUILDING DETACHED OTHER		25,400																		
INFL1							TQOTAL																				
INFL2																											
TY	QUAL	COND	DIMNOTE	YB	UNITS	ADJ PRICE	RCNLD	PHOTO 08/07/2013																			
																											
								BLDG COMMENTS																			
BUILDING		CD	ADJ	DESC		MEASURE	8/7/2013	SF																			
MODEL		1		RESIDENTIAL		LIST	2/1/2001																				
STYLE		6	0.75	BUNGALOW [100%]		REVIEW	8/7/2013	SF																			
QUALITY		A	1.00	AVERAGE [100%]																							
FRAME		1	1.00	WOOD FRAME [100%]																							
YEAR BLT	1950	SIZE ADJ	1.000	ELEMENT		CD	DESCRIPTION	ADJ	S	BAT	T	DESCRIPTION	UNITS	YB	ADJ PRICE	RCN	TOTAL RCN	35,325									
NET AREA	320	DETAIL ADJ	1.000	FOUNDATION		1	PIER	0.96	A	BAS	L	BAS AREA	320	1950	105.93	33,897	CONDITION ELEM CD										
\$NLAIRON)	\$110	OVERALL	0.690	EXT. COVER		2	CLAPBOARD	1.00																			
CAPACITY				UNITS	ADJ	ROOF SHAPE		1	GABLE	1.00																	
STORIES				1	1.00	ROOF COVER		1	ASPHALT SHINGLE	1.00																	
ROOMS				2	1.00	FLOOR COVER		2	SOFTWOOD	1.00																	
BEDROOMS				1	1.00	INT. FINISH		3	WOOD PANEL	1.00																	
BATHROOMS				1	1.00	HEATING/COOLING		7	FL WALL FURN.	0.95																	
HALFBATHS				0	1.00	FUEL SOURCE		1	OIL	1.01																	
UNITS				1	1.00																						
GARAGE SPACES				0	1.00																						
FIXTURES				3	\$1,428																						
																	EFF. YR/AGE	1980 / 39									
																	COND	28 28 %									
																	FUNC	0									
																	ECON	0									
																	DEPR	28 % GD 72									
																	RCNLD	\$25,400									



3.4.3 Where district boundaries are so indicated that they are approximately parallel to the center lines or side lines of streets, or the center lines of right-of-way lines of highways, such district boundaries shall be construed as being parallel thereto and at such distance there from as indicated on the zoning map. If no distance is given, such dimension shall be determined by the use of the scale shown on said zoning map.

3.4.4 Where the boundary of district follows a stream or borders upon marsh land or projects into a pond or other body of water, said boundary line shall be deemed to be the center of said stream, abut the edge of said marsh and project across said pond or other body of water.

SECTION IV - APPLICATION

4.1 APPLICATION OF REGULATIONS

Except as specifically provided in this By-law:

- (1) No building or land shall hereafter be used or occupied and no building or part thereof shall be erected, moved or altered unless in conformity with the regulations herein specified for the district in which it is or is proposed to be located.
- (2) No building shall hereafter be erected or altered to accommodate or house a greater number of families, seasonally or permanently: to occupy a greater percentage of lot area: or to have narrower or smaller rear yards, front yards, side yards, and inner and outer courts than is specified herein for the district in which such building is or is proposed to be located.
- (3) No part of a yard or other open space about any building or use required for the purpose of complying with the provisions of this By-law shall be included as a part of a yard or other open space similarly required for another building or use.
- (4) No lot on which a building is located in any district shall be reduced or changed in size or shape so that the building or lot fails to comply with the lot area, width, frontage, setback or yard provisions of this By-law. This prohibition shall not apply, however, when a portion of a lot is taken or conveyed for a public purpose.
- (5) Not more than one dwelling may be erected on a lot.

SECTION V - USES

5.1 CONFORMANCE WITH SCHEDULES

In the districts specified in Section 3.1 and in accordance with objectives of the districts specified in Section 3.2 no building, structure or premise shall be erected, altered or used except as set forth in the "Use Regulation Schedule" and "Intensity of Use Schedule" and as provided in Section 5.3 and 5.4

Symbols employed shall mean the following:

P – A permitted use

O – An excluded or prohibited use

A – Use authorized under special permits as provided for in Section 8.4.2

PB – Permitted only under a Special Permit issued by the Planning Board

5.2 PERMITTED USES

Permitted uses and uses authorized under special permits shall be in conformity with the provisions of Section 5.3 (Use Regulations) and shall not be detrimental or offensive or tend to reduce property values in the same or adjoining districts by reason of dirt, dust, glare, odor, fumes, smoke, gas, sewage, refuse, noise, vibration, danger of explosion or fire, traffic congestion. Any use not listed as a permitted use in Section 5.3 shall be deemed a prohibited use, except that a use not listed in Section 5.3 may be allowed by special permit as provided for in Section 8.4.2 from the Board of Appeals provided said Board determines that the use closely resembles in its neighborhood impact(s) a use listed as permitted or authorized under special permit, in the same zoning district. Said determination shall be in addition to the required findings of the Board as provided for in Section 8.4.2. ATM 4/23/90.

5.3 USE REGULATIONS

(Amended 4/30/85 ATM, Art. 60; 4/29/86, Art. 22)

5.3.1 Residential	CD	R1	R2	NSP	C	C2
Bed and Breakfast	P	P	P	P	P	P
Boat House, Private	P	P	P	P	P	P
Camper	O	O	O	O	O	O
Cluster Residential Development	O	PB	PB	O	O	O
Conversion of Dwelling Unit	O	A	A	O	O	O
Dwelling, Affordable	A	A	A	O	A	A
Dwelling, Affordable Accessory	A	A	A	A	A	A
Dwelling, Multiple-Family	O	O	O	O	A	O
Dwelling, One-Family	P	P	P	P	P	P
Garage, Private	P	P	P	P	P	P
Guest House, Private	O	P	P	P	P	P
Home Occupation	P	P	P	P	P	P
Parking, Private	P	P	P	P	P	P
Personal Services (Business)	A	O	O	O	A	O
Roadside Stand, Temporary	O	P	P	O	P	P
Service Trade Home Business (STHB)	A	A	A	A	A	A
Signs ¹	P	P	P	P	P	P
Stable, Private ²	O	A	A	A	A	A
5.3.1 Residential (continued)	CD	R1	R2	NSP	C	C2
Studio, Private	P	P	P	P	P	P
Swimming Pool/Tennis Court, Private	P	P	P	P	P	P
Trailer Home/Mobil Home	O	O	O	O	O	O

5.3.2 Commercial	CD	R1	R2	NSP	C	C2
Adult Bookstore	O	O	O	O	A	O
Adult Motion Picture Theatre	O	O	O	O	A	O

¹ In accordance with the provisions of Section VII of the by-law.

² With approval of the Zoning Board of Appeals upon advice of the Board of Health and in accordance with restrictions that may be imposed.

Adult Paraphernalia Store	O	O	O	O	A	O
Adult Video Store	O	O	O	O	A	O
Establishment displaying live nudity ³	O	O	O	O	A	O
Amusement, Indoor	A	O	O	O	A	O
Amusement, Outdoor	O	O	O	O	A	O
Amusement Park	O	O	O	O	O	O
Animal Hospital	O	O	O	O	A	O
Antique Shop/Art Gallery	A	O	O	O	A	O
Arcade	O	O	O	O	A	O
Auto Court	O	O	O	O	O	O
Boat House, Commercial	A	A	A	O	A	O
Campground	O	O	O	O	O	O
Club	A	O	A	O	A	A
Communication Structure	O	A	A	A	A	A
Communication Building	O	A	A	A	A	A
Communication Appurtenance	A	A	A	A	A	A
Contractor's Yard	O	O	O	O	P	P
Cottage Colony	O	A	A	O	A	A
Filling Station	O	O	O	O	A	O
Food Truck	A	O	O	O	A	O
Funeral Home	A	A	A	O	A	O
Game Room	A ⁴	O	O	O	A ⁵	O
Garage, Public	O	O	O	O	A	O
Gift or Craft Shop	A	O	O	O	A	O
Guest House, Public	O	A	A	O	A	O
Individual Storage Units	O	O	O	O	A	A
Industry, Light	A	O	O	O	A	A
Inn	O	O	O	O	A	O
Lodge	A	O	O	O	A	O
Motel	O	O	O	O	A	O
Motor Vehicle Repair, Incidental	O	O	O	O	A	A
Nursery School	A	A	A	O	O	O
Nursing Home	O	A	A	O	A	O
Office, Business	A	O	A	O	A	O
Parking, Public	A	O	O	O	A	O
Personal Service (Business)	A	O	O	O	A	O
Pet Kennel	O	O	O	O	A	O
Registered Marijuana dispensary (RMD)	O	O	O	O	A ⁶	A ⁷

³ With the term "nudity" as defined by General Laws, Chapter 272, §31.

⁴ Only by not-for-profit organization or municipality on property principally occupied by said organization or municipality.

⁵ Only as an accessory, secondary use to an existing commercial use on the same lot.

⁶ Use authorized under special permits in the Medical Marijuana Overlay District in the C and C2 Zoning Districts as provided for in Section 9.3 and as provided for in Section 8.4.2 of these Zoning By-laws.

5.3.2 Commercial (continued)	CD	R1	R2	NSP	C	C2
Restaurant, Indoor ⁸	A	O	O	O	A	O
Restaurant, Drive-In ⁹	O	O	O	O	A	O
Restaurant, Fast Food ¹⁰	O	O	O	O	O	O
Restaurant, Formula ¹¹	O	O	O	O	O	O
Retail Trade (Business)	A	O	O	O	A	O
Roadside Stand, Semi-Permanent	O	O	O	O	O	O
Service Trade Business	O	O	O	O	A	A
Solar Photovoltaic Installation, Large-Scale Ground-Mounted (LSGMSPI)	O	O	O	O	O	P ¹²
Swimming Pools/Tennis Club (Public)	O	O	O	O	A	O
Swimming Pools/Tennis Club (Private)	A	O	O	O	A	O
Trailer Park	O	O	O	O	O	O

5.3.3 Commercial (Heavy)	CD	R1	R2	NSP	C	C2
Bulk Storage, Open	A	O	O	O	A	A
Bulk Storage, Tanks	A	O	O	O	A	A
Dump	O	O	O	O	O	O
Junk Yard	O	O	O	O	O	O
Industry, Heavy	O	O	O	O	O	O
Marine Aquaculture	A	O	O	O	A	P
Motor Vehicle Junk Yard	O	O	O	O	O	O
Motor Vehicle Repair Shop	O	O	O	O	A	O
Motor Vehicle Sales	O	O	O	O	A	O
Quarry, Sandpit, etc.	O	O	O	O	O	O
Transportation Terminal	O	O	O	O	A	O
Warehouse	O	O	O	O	A	A

5.3.4 Institutional	CD	R1	R2	NSP	C	C2
Camp	O	O	A	O	O	O
Cemeteries	O	A	A	O	O	O
Government Facilities	P	P	P	P	P	P
Health Care Clinic	A	A	A	A	A	A
Hospital	O	O	O	O	A	O

⁷ Ibid.

⁸ With the approval of the Zoning Board of Appeals upon advice of the Board of Health and in accordance with restrictions that may be imposed.

⁹ Ibid.

¹⁰ The use limitations pertaining to Fast Food Restaurant and Formula Restaurant shall apply whether the use is a principal use or accessory use.

¹¹ Ibid.

¹² Provided parcel contains at least 75% degraded or previously disturbed land, is held in common ownership as of the date of this amendment, and subject to LSGMSPI site plan review by the Planning Board to assure compliance with the C2 District Objectives contained in Subsection 3.2, and as provided in Subsection 10.3 of this by-law.

5.3.4 Institutional (continued)	CD	R1	R2	NSP	C	C2
Municipal Purposes	P	P	P	P	P	P
Municipal Wind Turbine ¹³	O	O	O	A	O	O
Public and Semi-Public Institutions of an Historic, Philanthropic or Charitable Nature	P	P	P	P	P	P
Religious Institutions	P	P	P	P	P	P
Utilities, with Open Storage	O	O	O	O	O	O
Utilities, without Open Storage	A	A	A	A	P	A

5.3.5 Farm Uses	CD	R1	R2	NSP	C	C2
Farm, Commercial	P	P	P	P	P	P
Farm-Family, Agriculture	P	P	P	P	P	P
Farm-Family, Livestock ¹⁴	O	A	A	A	A	A
Greenhouse, Commercial	P	P	P	P	P	O
Riding Academy ¹⁵	O	A	A	A	A	O
Stable, Public ¹⁶	O	A	A	A	A	O

¹³ Special Permit authorized under Section 6.25 and 8.42 of these Zoning By-laws.

¹⁴ With the approval of the Zoning Board of Appeals upon advice of the Board of Health and in accordance with restrictions that may be imposed.

¹⁵ Ibid.

¹⁶ Ibid.

5.4 INTENSITY OF USE SCHEDULE

(Amended 4/30/85 ATM, Art. 61 & 63; 4/29/86 ATM, ART.22; 4/25/06 ATM, ART 23)

5.4.1 Minimum Lot Requirements	CD	R1	R2	NSP	C	C2
Area (Square Feet)	20,000	30,000	40,000	3 Acres	40,000	30,000
Frontage (feet)	125	135	135 ¹⁷	200	200	135

5.4.2 Minimum Yard Requirements	CD	R1	R2	NSP	C	C2	MSO
Front (feet)	25	30	30 ¹⁸	50	100 ¹⁹	50 ^{20, 21}	25 ²²
Side (feet)	20	25	25	35	35	35 ^{23, 24}	6
Rear (feet)	25	30	30	35	35	35 ^{25, 26}	15

5.4.3 Maximum Building Coverage	CD	R1	R2	C	C2
Maximum Building Coverage	15%	15%	15%	25%	15%

5.4.3.1 Maximum National Seashore Park Gross Floor Area (NSPGFA)²⁷	
Lot Area	Maximum NSPGFA
Less than 10,500 sq. ft. (just under ¼ acre)	5% Maximum Building Coverage
10,501 sq. ft. to 21,000 sq. ft. (~ ¼ to .48 acre)	1,050 sq. ft. plus 7.4% of lot area over 10,500
21,001 to 42,000 sq. ft. (.48 to .97 acre)	1,825 sq. ft. plus 3.2% of lot area over 21,000
5.4.3.1 Maximum National Seashore Park Gross Floor Area (NSPGFA) (continued)²⁸	

¹⁷ Increase to 200 feet on Route 6.

¹⁸ On Route 6 increase to 100 feet except front yard setback may be reduced to not less than 30 feet with a Special Permit from the Zoning Board of Appeals.

¹⁹ Of which not less than 25% of the required front yard must be maintained with vegetative cover (20% of which must border Route 6 and meet requirements, as specified in 6.12.1, "Perimeter Buffering"). Front setbacks may be decreased to 50 feet for non-residential uses, provided building is wood-sided. Front setbacks may be decreased to 30 feet for residential uses with a Special Permit from the Zoning Board of Appeals.

²⁰ Minimum yard requirements may be reduced to R1 requirements for residential uses with a Special Permit from the Zoning Board of Appeals.

²¹ Minimum front, side, and rear yard requirements for Large-Scale Ground-Mounted Solar Photovoltaic Installations (LSGMSPI) shall be 100 feet, except for accessory structures, which shall be subject to minimum front, side, and rear yard setback requirements for C2 zoning district.

²² Front yard setbacks may be reduced to zero with a Special Permit from the Zoning Board of Appeals.

²³ See Footnote 20.

²⁴ See Footnote 21.

²⁵ See Footnote 20.

²⁶ See Footnote 21.

²⁷ The National Seashore Park Gross Floor Area (NSPGFA) of a Lot within the NSP District shall conform to the above table. In no event shall the dwelling exceed 2,800 sq. ft., nor shall the sum of the NSPGFA of a dwelling and its accessory buildings on any NSP District lot exceed 3,600 sq. ft.

Lot Area	Maximum NSPGFA
42,001 to 84,000 sq. ft. (.97 to 1.92 acre)	2,500 sq. ft. plus 1.43% of lot area over 42,000
84,001 to 126,000 sq. ft. (1.92 to 2.89 acres)	3,100 sq. ft. plus 1.2% of lot area over 84,000
126,001 sq. ft. (2.89 acres and above)	3,600 sq. ft.

National Seashore Park Gross Floor Area (NSPGFA) - The sum of the horizontal area(s) of the floors of a dwelling and all accessory buildings on a lot within the National Seashore Park District. All dimensions shall be measured between exterior faces of exterior walls, or exterior floor faces of decks.

For the purposes of calculating of NSPGFA, the following shall be included:

- Garage space, whether stand-alone or attached to or built into the dwelling or accessory buildings shall be attributed to the appropriate building.
- Basements, except areas as noted below.
- The sum of excess areas of 1.) total porch area in excess of 400 sq. ft., and 2.) total deck area five (5) feet or more above grade in excess of 400 sq. ft. The sum of such excess areas shall be attributed to the dwelling.
- A Guest House, Private, which in the NSP District may exceed 250 sq. ft., and will be deemed an accessory building.

And the following shall be excluded:

- Cellars and attics.
- Floor area with a ceiling height of less than five (5) feet.
- Sheds - up to two sheds, plus one additional shed for each half acre above one acre of Lot Area. Any sheds beyond this limit shall be included in NSPGFA as accessory buildings.
- Basement areas used exclusively for heating, cooling, mechanical and electrical equipment necessary to the operation of the building.

5.4.4 Maximum Height of Buildings	CD	R1	R2	NSP	C	C2
Stories	2	2	2	2	2	2
Feet	28	28	28	28	28	28

²⁸ The National Seashore Park Gross Floor Area (NSPGFA) of a Lot within the NSP District shall conform to the above table. In no event shall the dwelling exceed 2,800 sq. ft., nor shall the sum of the NSPGFA of a dwelling and its accessory buildings on any NSP District lot exceed 3,600 sq. ft.



TOWN OF WELLFLEET

300 MAIN STREET WELLFLEET MASSACHUSETTS 02667

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www.wellfleet-ma.gov

Wellfleet Selectboard

Town Hall – 300 Main Street

Wellfleet, MA 02667

FOR IMMEDIATE RELEASE

Contact: Ryan Curley, Chair of Selectboard

Phone: 508-349-0305

Email: Bos@Wellfleet-Ma.Gov

Wellfleet, Massachusetts, April 15, 2022

Wellfleet Acts to Make a Meaningful Dent in Our Housing Crisis



The Wellfleet Selectboard is excited to bring an opportunity before the town voters to provide some relief for those searching for affordable housing in our community. After months of meetings and conversations the Board has signed a purchase and sale agreement with the owners of Maurice's Campground to purchase their 21.25 acres of land for the Town of Wellfleet.

The driving force behind wanting to make this purchase is to help with the lack of affordable and workforce housing affecting towns across the Cape and especially Wellfleet. The Selectboard believes town residents should participate in shaping the future of this unique property. The Town will hold a special town meeting currently scheduled for September 10th, 2022 to consider authorizing this purchase.

According to Selectboard Chair Ryan Curley, "The purchase of Maurice's Campground is a once in a lifetime opportunity for the Town of Wellfleet".

The Gauthier family has owned the Campground since 1949 and are happy to partner with the town to make this a reality. The three brothers, who currently own and run the campground, worked with their dad to build the cottages and store themselves. While there has been significant interest in this property by developers the Gauthiers feel it is in the best interest of the Town to be able to continue the tradition of providing housing that will be affordable for people who live and work here.

The Town has signed a purchase and sale agreement for the property for \$6.5M, with a closing date on Oct. 31, 2022 pending Town Meeting approval. The Town will continue to run the campground and receive the revenue generated for at least 6 years while the planning and permitting processes take place. The Gauthiers want to ensure that the 140 families who have used the park for recreation each summer have an adjustment period while the Town has the time to figure out the best plan for this land. Both the Town and the Gauthiers want to ensure the seasonal workers who currently live there will continue to have a place to live while the process moves forward.

Wellfleet's lack of affordable year-round housing has been well documented in the Town's 2017 Housing Needs Assessment and Action Plan. By State standards, Wellfleet's Affordable Housing constitutes 2.5% of total housing, the lowest percentage on the Cape. The State goal is 10%. Year-round housing has been lost to seasonal ownership and short-term rentals while prices have skyrocketed. Local year -round rentals are virtually nonexistent. In particular, Wellfleet is losing young families at an alarming rate.

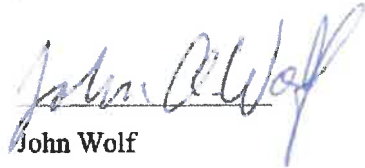
Updates and additional information regarding this will be available as the process goes forward.

Sincerely,

Wellfleet Selectboard



Ryan Curley, Chair



John Wolf



Michael DeVasto



Helen Miranda Wilson

FAQ on Maurice's Campground/80 State Highway- April 2022

What is for sale?

Maurice's Campground consisting of 21.25 acres of land with all buildings and improvements including the cabins, mobile homes, travel trailers, and the store.

Why is the Town of Wellfleet interested in purchasing Maurice's Campground?

To make a real difference in the availability of year-round affordable housing. This is the Town's opportunity to take control our destiny instead of leaving it in the hands of private developers. The affordability gap between housing prices and wages for the average working person is not sustainable. The median sales price for houses sold in Wellfleet in the last six months is \$826,000. Even Wellfleet's highest paid employees struggle to find homes due to the shortage of housing and it is only getting worse. Local businesses struggle to find and house their staff. We are already seeing our essential services eroding.

- 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%

Desperate times call for Strong Action. There is virtually no municipal land available to support housing in Wellfleet.

This property is an ideal site for affordable and workforce housing. The location right on State Highway gives access to public transportation. The current use, the level topography, the access to the bike trail and the potential to hook up to the Eastham municipal water system, all contribute to making this property ideal for affordable and workforce housing

Why now?

Before the pandemic we had a housing problem. Now, with the rapid escalation in housing prices we have a full-blown housing crisis. This parcel is a unique property and an opportunity that if not seized will be gone forever. The sellers are ready to sell now and if the Town wants to keep control over this 20 plus acre parcel, and not let a developer make the decisions, we need to act now.

Benefits:

Year-round housing for the first responders, teachers, care givers, servers, fishing and construction trade workers who are the backbone of our local community. Also, to ensure housing for our seniors, our young people, and our families. These families are Wellfleet's future.

There is virtually no municipal land available in Wellfleet. This property is large enough to potentially use some of it for other municipal purposes.

What will this cost the Town?

\$6.5 million

What will this cost each homeowner?

The initial estimate is that the annual cost of a \$6.5 million dollar bond will cost the owner of a median priced home an average of less than \$80 per year.

(Based on a 30-year level payment bond at a 4% interest rate.)

How will we pay for it?

We will bond the purchase price. We are exploring multiple alternatives to reduce or eliminate the property tax impact including:

- grants
- ARPA (pandemic money) and infrastructure funds
- net revenues from running the Campground
- short-term rental tax proceeds

A detailed proposal will be presented before Town Meeting decisions

Is this a fair price?

We believe it is a good value knowing what other towns have paid to purchase properties. We have agreed to pay \$305,882 per acre for land and buildings.

Three recently published numbers for local purchases were significantly higher:

- Eastham Town Center - \$3,080,000 for 3.5 acres or \$871,041 per acre
- Orleans Governor Prence Inn - \$2,925,000 for 5.5 acres or \$531,818
- Orleans Cape Cod Five - \$3,250,000 for ~3.5 acres or \$928,571

Why have we agreed to run the Campground for now?

Because of our respect for the traditions and service it has provided to this Town. This ensures that the many seasonal workers who live there each summer can continue to have housing while contributing to Wellfleet's economy. This also ensures that the hundreds of families who have visited Maurice's Campgrounds and Cabins over the years will continue to have a relatively affordable place to vacation in Wellfleet.

The net income from running the Campground will help defray the borrowing costs on the purchase as the Town finalizes plans for the property.

Who will run the Campground?

There are two options: The Town will either hire staff or will lease the Campground to someone to run it. An analysis will be conducted to see which approach is the most beneficial.

When will the town residents get to decide?

Because of the importance of this purchase to the Town, we are currently planning a Special Town Meeting on September 10th, so the voters are afforded time to consider this opportunity.

If the purchase of Maurice's Campground is approved by Town Meeting, a planning committee will be appointed to consider the future uses of the property.

Updates and information will be posted as the process moves forward.

PURCHASE AND SALE AGREEMENT

1. PARTIES

Agreement dated this 12th day of April, 2022 (the “Effective Date”) by and among **Martin M. Gauthier, John G. Gauthier and Maurice M. Gauthier, individually as well as collectively as partners of the M.M.J. Gauthier Partnership** under an agreement of partnership dated July 1, 1977, all with a usual address of 80 State Highway, Wellfleet, MA 02667, hereinafter called the SELLER, agrees to SELL, and the **Town of Wellfleet, acting by and through its Selectboard**, with a usual address of Wellfleet Town Hall, 300 Main Street, Wellfleet, MA 02667, hereinafter called the BUYER, agrees to BUY, upon the terms hereinafter set forth, the following described premises:

2. DESCRIPTION

- A. The land with all buildings and improvements thereon known as and numbered 80 State Highway, Wellfleet, Barnstable County, Massachusetts, containing 21.250 acres, more or less, and consisting of: 1) the registered land shown on Land Court Plan 23487-A and noted on Certificate of Title 71210; and 2) the recorded land described in a deed recorded with the Barnstable County Registry of Deeds in Book 2543, Page 214.
- B. All improvements, fixtures, equipment, including, but not limited to, mobile homes, travel trailers, campers, tools, and personalty owned by the SELLER and used or connected with the operation of “Maurice’s Campground,” as listed in Exhibit A, attached hereto, in accordance with a Bill of Sale, in the form attached hereto as Exhibit B, excluding only those items separately owned by tenants or lessees of said operation and those items of the SELLER listed in Exhibit C attached hereto.
- C. The name “Maurice’s Campground” and all permits or permissions for the operation thereof and all tenant or client lists, seasonal and other leases and occupancy agreements entered into by SELLER relating to the Premises (the “Existing Leases”), together with the rents and other sums due thereunder and any and all security deposits and prepaid rents held by SELLER, telephone numbers, domain names, websites and goodwill associated therewith.
- D. Any and all warranties and guarantees relating to the improvements, fixtures and equipment and existing permits, approvals and authorizations issued by any governmental authority in connection with the Premises.
- E. All inventory of the store, provided however that SELLER may remove prior to closing any and all inventory that it shall choose.

3. BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES, INTANGIBLES

Included in the sale as a part of said Premises are the buildings, structures, and improvements now thereon, and the fixtures used in connection therewith including, if any, all wall-to-wall carpeting, drapery rods, automatic garage door openers, venetian blinds, window shades, screens, screen doors, storm windows and doors, awnings, shutters, furnaces, heaters, heating equipment, stoves, ranges, oil and gas burners and fixtures appurtenant thereto, hot water heaters, plumbing and bathroom fixtures, garbage disposers, electric and other lighting fixtures, mantels, outside television antennas, fences, gates, trees, shrubs, plants, and including all appliances and window treatments.

4. TITLE DEED

The Premises are to be conveyed by a good and sufficient quitclaim deed running to the BUYER, or to the nominee designated by the BUYER by written notice to the SELLER at least seven (7) days before the deed is to be delivered as herein provided, and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except:

- (a) provisions of existing building and zoning laws;
- (b) such taxes for the then current year as are not due and payable on the date of the delivery of such deed;
- (c) any liens for municipal betterments assessed after the date of this Agreement;
- (d) easements, restrictions and reservations of record, if any, so long as the same do not prohibit or materially interfere with the BUYER'S intended use of the Premises for general municipal purposes, including administrative uses, open space, conservation, active and passive recreational purposes and residential housing; and
- (e) obligation of the BUYER to continue to operate the Premises as currently operated, as set forth in Paragraph 33 hereof, in recordable and registrable form sufficient to ensure such operation.

5. DEED; PLAN

SELLER shall prepare the deed. If said deed refers to a plan necessary to be recorded therewith, SELLER shall deliver such plan with the deed in form adequate for recording or registration.

6. PURCHASE PRICE

The agreed purchase price for said Premises is Six Million Five Hundred Thousand and NO/100 (\$6,500,000.00) Dollars of which Five Thousand (\$5,000.00) Dollars has been paid as a deposit this day, and Six Million Four Hundred Ninety Five Thousand and NO/100 (\$6,495,000.00)

Dollars is to be paid at the time of delivery of the deed by municipal Treasurer's check of the Town of Wellfleet or by completed federal funds wire transfer per direction of SELLER.

7. TIME FOR PERFORMANCE; DELIVERY OF DEED

October 31, 2022 at 2:00 PM ("Closing Date"), at the office of counsel for the BUYER within Barnstable County, or a closing by mail. It is agreed that time is of the essence of this Agreement.

8. POSSESSION AND CONDITION OF PREMISES

Full possession of the Premises subject to all existing tenancies and occupancies is to be delivered at the time of the delivery of the deed, the Premises to be then (a) in the same condition as they are now, reasonable use and wear thereof excepted, (b) not in violation of said building and zoning laws, and (c) in compliance with the provisions of any instrument referred to in Paragraph 4 hereof. The BUYER shall be entitled personally to inspect the Premises prior to the delivery of the deed in order to determine whether the condition thereof complies with the terms of this clause.

9. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM

If the SELLER shall be unable to give title or to make conveyance, or to deliver possession of the Premises, all as herein stipulated, or if at the time of the delivery of the deed the Premises do not conform with the provisions hereof, then the SELLER shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the Premises conform to the provisions hereof, as the case may be, in which event the time for performance hereof shall be extended for a period of thirty (30) days.

10. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM

If at the expiration of the extended time the SELLER shall have failed to so remove any defects in title, deliver possession, or make the Premises conform, as the case may be, all as herein agreed, then, at the BUYER'S option, any payments made under this Agreement shall be forthwith refunded and all other obligations of all parties hereto shall cease and this Agreement shall be void without recourse to the parties hereto.

11. BUYER'S ELECTION TO ACCEPT TITLE

The BUYER shall have the election, at either the original or any extended time for performance, to accept such title as the SELLER can deliver to the Premises in their then condition and to pay therefor the purchase price without deduction, in which case the SELLER shall convey such title, except that in the event of such conveyance in accord with the provisions of this clause, if the Premises shall have been damaged by fire or casualty insured against, then the SELLER shall, unless the SELLER has previously restored the Premises to their former condition, either:

- (a) pay over or assign to the BUYER, on delivery of the deed, all amounts recovered or recoverable on account of such insurance, less any amounts reasonably expended by the SELLER for any partial restoration, or
- (b) if a holder of a mortgage on the Premises shall not permit the insurance proceeds or a part thereof to be used to restore the Premises to their former condition or to be so paid over or assigned, give to the BUYER a credit against the purchase price, on delivery of the deed, equal to said amounts so recovered or recoverable and retained by the holder of the said mortgage less any amounts reasonably expended by the SELLER for any partial restoration.

12. ACCEPTANCE OF DEED

The acceptance of a deed by the BUYER or its nominee, as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said deed.

13. USE OF PURCHASE MONEY TO CLEAR TITLE

To enable the SELLER to make conveyance as herein provided, the SELLER or BUYER may, at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided all instruments so procured are recorded simultaneously with the delivery of said deed, or, if an institutional mortgage, in accordance with customary conveyancing practices in Barnstable County.

14. SELLER'S RECORDS

SELLER agrees that it shall, at least forty-five (45) days prior to the Closing Date, updated as of the Closing Date, provide and deliver to BUYER true, accurate, and complete copies of the following documents or records (collectively, "SELLER'S Records"): (a) any leases affecting the Premises, (b) financial records relating to any and all payments received by SELLER under the Existing Leases for the last six (6) months, and sums owed, if any, by SELLER to any of the Existing Tenants, and such information as BUYER may reasonably request to obtain accurate information on the financial liabilities under the Existing Leases; (c) any contracts, service agreements or other agreements with respect to the operation, maintenance, and/or management of, utilities provided to, and/or any equipment leases with respect to the Premises or any portion thereof that are not terminable with thirty (30) days' prior notice and/or may become the obligation of BUYER after the Closing (the "Operating Contracts"); and (d) any contracts or written agreements regarding SELLER'S employees, including information regarding wages, vacation pay, and any other benefits which are or may become due with respect to SELLER'S employees. Seller hereby discloses the existence of that certain contract with Digital Services for provision of satellite internet services to the Premises, which contract extends up to including April 1, 2026.

15. INSURANCE

Until the delivery of the deed, the SELLER shall maintain insurance on the Premises as follows: AS CURRENTLY INSURED. The risk of loss or damage to the Premises by fire or other casualty or cause beyond SELLER'S control in advance of the Closing shall be borne by SELLER.

16. ADJUSTMENTS

Prepaid Rents and utility charges and propane and fuel oil amounts shall be apportioned as of the Closing Date, and the net amount shall be added to or deducted from, as the case may be, the Purchase Price payable by the BUYER at the Closing. Unpaid real estate taxes for the then current year shall be adjusted as of the date title passes. Any real estate taxes paid by SELLER for the period on or after the Closing Date shall not be reimbursed by BUYER.

17. ADJUSTMENT OF UNASSESSED AND ABATED TAXES

If the amount of said taxes is not known at the time of the delivery of the deed, they shall be adjusted on the basis of the taxes assessed for the preceding fiscal year.

18. WARRANTY OF NO BROKER

BUYER and SELLER represent to each other that neither party has dealt with any broker or any other person in connection with this purchase of said Premises. BUYER and SELLER agree that, to the extent permitted by law, each will hold harmless and indemnify the other from any loss, cost, damage and expense, including reasonable attorney's fees, incurred by BUYER or SELLER for a commission or finder's fee as a result of the falseness of these representations. The provisions of this clause shall survive the Closing.

19. OPERATIONS PRIOR TO CLOSING

Subject to reasonable wear and tear, SELLER shall, at its sole cost and expense, make and perform all repairs to the Premises in their ordinary course between the Effective Date and Closing necessary to deliver the Premises at Closing in the condition required pursuant to this Agreement. SELLER will refrain from making any material changes or improvements upon or about the Premises after the Effective Date without BUYER'S prior written consent, in BUYER'S sole discretion. From and after the date of this Agreement, SELLER will observe all laws, ordinances, regulations, and restrictions affecting the Premises and their use, and will pay all taxes and assessments on the Premises as they become due.

A. From and after the date of this Agreement, SELLER shall not:

- (i) unreasonably undertake or omit to undertake any other act, if the taking of or failure to take such act might add a new restriction or have a material adverse effect on the Premises or the operation of Maurice's Campground thereof as presently conducted;

- (ii) permit or suffer any default by it under any note, mortgage, insurance policy, license, permit, contract, or other agreement, which would in any way have a material adverse effect on the ownership of the Premises, or the operation thereof, from and after Closing. SELLER agrees to immediately notify BUYER in writing of any such default of which SELLER has received notice, which delivery shall include a summary of SELLER'S proposed cure thereto, if any;
 - (iii) With the exception of usual seasonal tenancies, convey, lease or encumber the Premises or any portion thereof or any interest therein, permit or suffer any conveyance, lease, or encumbrance of any interest in all or any portion of the Premises, and enter into or grant mortgages, easements or agreements, and grant any person or entity possession or a right of entry upon all or any portion of the Premises, nor any option to lease or acquire the Premises or any portion thereof or interest therein (including any interest in the SELLER that would result in a change in control of SELLER), and impose or record any use restrictions on the Premises, modify, extend, renew or otherwise alter any Existing Lease, without the prior written consent of BUYER, such consent to be in BUYER'S sole discretion. Nothing herein shall affect the SELLER'S right in all events to enforce any tenant's obligations under the Existing Leases in the ordinary course and in good faith; and
 - (iv) enter into any new Operating Contracts without the prior written consent of BUYER, such consent to be in BUYER'S sole discretion, unless the Operating Contract is terminable without premium or penalty prior to the Closing Date. Further, SELLER shall not modify any Operating Contract in any material respect without obtaining BUYER'S written consent, unless the modified Operating Contract is terminable without premium or penalty prior to the Closing Date. In each case, unless otherwise approved by BUYER, all Operating Contracts shall be terminated prior to Closing.
- B. BUYER shall accept the Premises subject only to the Existing Leases (including usual seasonal tenancies as shall be approved in the normal course of business from and after the Effective Date), as updated as of the Closing Date pursuant to the provisions of this Section, and subject only to the Operating Agreements, as updated as of the Closing Date pursuant to the terms hereof, provided, however, at BUYER'S request and sole discretion, SELLER shall terminate any Operating Contract effective as of the Closing Date, as designated by BUYER prior to the Closing Date.

20. DEPOSIT

All deposits made hereunder shall be held in a non-interest bearing account by SELLER'S counsel, Benjamin E. Zehnder, Esq., subject to the terms of this Agreement and shall be duly accounted for at the time for the performance of this Agreement.

21. BUYER'S DEFAULT; DAMAGES

If the BUYER shall fail to fulfill the BUYER'S agreements herein, all deposits made hereunder by the BUYER shall be retained by the SELLER as liquidated damages, as BUYER'S sole and exclusive remedy in law and equity.

22. LIABILITY OF TRUSTEE, SHAREHOLDER, BENEFICIARY, ETC.

If the SELLER or BUYER executes this Agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither the SELLER or BUYER so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.

23. WARRANTIES AND REPRESENTATIONS

The BUYER acknowledges that the BUYER has not been influenced to enter into this transaction nor has BUYER relied upon any warranties or representations not set forth or incorporated in this Agreement or previously made in writing, except for the following additional warranties and representations, if any, made by the SELLER: **NONE.**

24. NOTICES

All notices required or permitted to be given hereunder shall be in writing and deemed duly given when (1) mailed or registered or certified, first-class mail, return receipt requested, postage prepaid, (2) hand delivered, (3) sent by facsimile, (4) sent by overnight delivery service, or (5) emailed when received and addressed:

if to SELLER: Martin M. Gauthier, John G. Gauthier and Maurice M. Gauthier
c/o Benjamin E. Zehnder, Esq.
62 Route 6A, Unit B
Orleans, MA 02653
bzehnder@zehnderllc.com

if to BUYER: Selectboard
c/o Charles Sumner, Town Administrator
Town of Wellfleet
300 Main Street
Wellfleet, MA 02667
charles.sumner@wellfleet-ma.gov

with a copy to: Katharine Lord Klein, Esq.
KP Law, P.C.
101 Arch Street, 12th Floor
Boston, MA 02110
kklein@k-plaw.com

25. TITLE OR PRACTICE STANDARDS

Any matter or practice arising under or relating to this Agreement which is the subject of a title standard or a practice standard of the Massachusetts Real Estate Bar Association at the time for delivery of the deed shall be covered by such title standard or practice standard to the extent applicable, unless otherwise specifically stated in this Agreement.

26. AFFIDAVITS, CERTIFICATES AND COOPERATION

At the time of delivery of the deed, SELLER, if requested, shall execute and deliver all the usual and customary affidavits required by BUYER'S attorney, including but not limited to an affidavit and indemnity to the title insurance company insuring title to the Premises stating that there are no parties in possession and that no work has been done on the Premises which would entitle anyone to a mechanic's, materialmen's, or laborer's lien, a Non-Foreign Person Affidavit pursuant to Internal Revenue Code Sec.1445, Internal Revenue Code Sec.1099B forms and a Disclosure of Beneficial Interest form, as required under G.L. c. 7C, §38.

27. PREMISES COMPLIANCE

Notwithstanding anything herein contained, the Premises shall not be considered to be in compliance with the provisions of this Agreement with respect to title unless:

- (a) all means of access to the Premises shall be located completely within the boundary lines of the Premises and shall not encroach upon or under any property of any other person or entities;
- (b) no building, structure, improvement or property of any kind encroaches upon or under the Premises from any other premises;
- (c) the Premises abut a public way, duly laid out or accepted as such by the town in which the Premises are located or there is appurtenant record access to a public way, which appurtenant record access may be used for all purposes for which public ways are used in the Town of Wellfleet;
- (d) title to the Premises and access thereto is insurable, for the benefit of the BUYER in a fee owner's policy of title insurance at normal premium rates, on a standard ALTA insurance policy by a title insurance company licensed to do business in the Commonwealth of Massachusetts without exception for any matters not expressly permitted hereunto;
- (e) there are no underground oil tanks on the Premises.

28. ACCESS TO PREMISES/INSPECTION CONTINGENCY

Subject to the provisions of Paragraph 29 herein, BUYER or BUYER'S agent shall have the right at any time to enter the Premises at BUYER'S own risk for the purpose of survey,

inspections or tests, including environmental assessments, but not including septic system inspections except as separately set forth herein. BUYER shall, to the extent permitted by law, indemnify and defend and hold harmless SELLER against any claim by SELLER of any harm to SELLER arising from said entry or any harm caused by BUYER to the Premises. BUYER'S performance hereunder is conditional, at BUYER'S option, upon BUYER not having found on the Premises any deficient structural or system condition, hazardous waste or hazardous material which in BUYER's sole determination shall be unsatisfactory. In the event of such determination, BUYER may, at its option, terminate this Agreement and receive a return of its deposit. BUYER shall make all such inspections and shall notify SELLER of its intention to terminate hereunder within sixty (60) days of full execution of this Agreement, or else such right to terminate shall be waived.

29. SEPTIC SYSTEM WAIVER AND CONTINGENCY

The parties acknowledge that the Premises contains multiple sewage disposal systems, one or more of which comprise so-called "cesspool" systems that do not comply with current Town of Wellfleet health regulations. The parties acknowledge also that the Premises cannot obtain a passing so-called "Title 5" inspection as a result of the existence of the cesspool systems.

BUYER'S performance hereunder shall be conditioned upon BUYER obtaining a variance with reasonable conditions from the Wellfleet Board of Health for continued use of the existing systems for operation of the Premises as historically used, for a period of at least six (6) years following closing. BUYER shall not be required to apply for said variance until after final approval of this transaction and all necessary approvals at the Annual Town Meeting and Town Election. In the event that the BUYER shall be unable despite reasonable efforts to obtain said variance, BUYER may at its option terminate this Agreement without recourse to the parties and all deposits shall be remitted to the BUYER. In the event that BUYER shall purchase the Premises, it shall be responsible for compliance with all inspection, testing, repair or upgrade requirements relative to the septic systems under either state or Wellfleet regulations.

In no event shall the BUYER be permitted, nor shall the SELLER be required, to undertake prior to conveyance any inspection of the sewage disposal systems that would trigger any required upgrade of the existing septic systems prior to or in the absence of the conveyance contemplated herein; provided, however, that nothing herein shall be deemed to interfere with the independent statutory authority of the Wellfleet Board of Health to take such action or issue such orders as it may deem necessary to protect public health. At no time shall the BUYER initiate Board of Health or Health Department review of the Premises or its septic systems in connection with this Agreement, other than the application for variance(s) set forth in this paragraph.

Notwithstanding this provision, SELLER shall inform BUYER within twenty-one (21) days following full execution of this Agreement of the location and nature of each sewage disposal system, and shall permit informal and nonintrusive viewing of all systems in order to provide BUYER with a working knowledge of the nature and extent of such systems, and to the extent possible, without formal inspection, the condition of such systems. To the extent permitted by law, such information obtained by the BUYER shall not be disclosed to any person or entity

other than its own experts and engineers and to other parties only as necessary to support the variance application described above.

30. POST CLOSING CONSULTANCY

This Agreement is contingent upon the SELLER, being Martin M. Gauthier, John G. Gauthier and Maurice M. Gauthier, individually, acting as post-closing consultants to inform and assist the BUYER in the operation of all aspects of the Premises, including facilities repair and management, rental operations, store operation and all aspects of the campground, for the period ending October 31, 2024. The individuals shall be paid the sum of \$50.00 per hour per person for their services, and shall assist with the operation of Maurice’s Campground for a minimum of 1200 hours, in the aggregate, unless SELLER and BUYER agree otherwise.

Additionally, SELLER shall show the BUYER how to close the campground operations down in the Fall of 2022 before and after the closing at no charge.

31. NON-DISCLOSURE

To the extent permitted by law, neither party shall disclose or discuss the existence of or the terms of this Agreement prior to the date that the Selectboard shall be required to disclose its existence publicly. Provided BUYER makes all reasonable efforts to maintain the existence of or terms of this Agreement and materials and information disclosed by SELLER to BUYER in connection herewith, neither the BUYER, nor any official, employee, representative or agent of BUYER, shall be liable for any actual, direct, indirect, consequential or punitive damages, or similar charges, or any damages relating to lost profits or lost opportunities, in the event of the disclosure of this Agreement or the transaction contemplated herein, it being understood that SELLER hereby waives any right to collect such damages and all of its rights and remedies in consequence of any such disclosure. Further, the confidentiality provisions of this Agreement shall not be binding in the event a state agency or court of competent jurisdiction determines that the Town is required to make public its records and deliberations concerning the matters addressed herein, or such disclosure is otherwise mandated by state law.

32. WATER SYSTEM INSPECTION

BUYER’S performance hereunder shall be conditioned upon its determination that the DEP regulated water supply is in full compliance with all testing and reporting requirements as of the time for performance. SELLER shall use best efforts to ensure such compliance, including maintenance of the system and filing of all required water tests and reports. In the event that this condition is not satisfied as of the closing date, the BUYER may, at its discretion terminate this Agreement without recourse and receive a return of all deposits, or may extend the closing date by no more than sixty (60) days and the Seller shall use reasonable efforts to satisfy this condition.

33. CONTINUED OPERATION OF PREMISES

BUYER shall take the Premises subject to all existing tenancies, including normal and usual and expected seasonal tenancies of all cabins, tent and trailer spaces and mobile homes and trailers, and storage of boats, recreational or other vehicles, and shall continue to operate the Premises in such manner as has been operated by the SELLER, for a period of six (6) years following the closing. In the event that the Wellfleet Board of Health shall require a shorter period of operation in order to grant the variance contemplated in Paragraph 29 herein, the parties may, but are not required to, agree on a shorter period of such operation.

BUYER shall continue to lease the house on the Premises to the current tenant for three years from the date of closing, with all rents to be adjusted at closing.

34. SMOKE AND CARBON MONOXIDE DETECTORS

SELLER shall provide at closing all current Smoke Detector and Carbon Monoxide Detector certifications as are required by state law.

35. SELLER FINANCIAL DISCLOSURE

BUYER'S performance hereunder shall be conditioned upon its satisfactory review of Profit and Loss statements of the operation for calendar years 2019, 2020 and 2021 certified by the SELLER as being true and accurate. SELLER shall provide such statements within seven (7) days of full execution of this Agreement, and Buyer may at its option within forty-five (45) days thereafter terminate this Agreement without recourse if in BUYER'S sole opinion said statements do not provide sufficient evidence that the BUYER'S operation of the Premises in the same manner as the SELLER shall provide sufficient revenue to warrant purchase of the Premises.

To the fullest extent permitted by law, the statements shall not be disclosed by the BUYER to any person or entity other than its professionals engaged for review of the statements, and in no event shall the statements or contents be made public.

36. BUYER'S ADDITIONAL CONTINGENCIES

BUYER'S performance hereunder is conditional, at BUYER'S option, upon the following:

- (a) BUYER obtaining a favorable vote of Town Meeting, authorizing the acquisition of the Premises for the consideration stated herein and upon the terms set forth in this Agreement and appropriating the funds for that purpose, and a favorable debt exclusion ballot vote authorizing the borrowing of the Purchase Price and costs and expenses related thereto;
- (b) SELLER shall, if any tenant shall be residing in a "dwelling" as defined by 760 CMR 27.03, and if required by statute or regulation, have obtained written waivers of any right to claim relocation benefits under the provisions of G.L. c. 79A and 760 CMR 27.03

from any tenants and all other occupants of the Premises who will not remain at the Premises and SELLER shall represent and warrant at closing that all such waivers have been provided as to all occupants, if any;

- (c) Notwithstanding anything herein to the contrary, BUYER shall have inspected the condition of the Premises and title to the Premises and be satisfied with the condition thereof, in its sole and absolute discretion;
- (d) BUYER shall have complied with the provisions of G.L. c. 30B (the Uniform Procurement Act). For acquisition of real property determined to be unique, thirty (30) days shall have elapsed since the date of publication of BUYER'S determination of uniqueness in the Central Register, without objection. BUYER agrees to diligently pursue full compliance with said statute; and
- (e) Compliance by the BUYER and SELLER with any other requirements of Massachusetts General or Special laws relative to the acquisition of real property by the BUYER and BUYER and SELLER agree to diligently pursue full compliance.

37. CONSTRUCTION OF AGREEMENT

This Agreement, executed in multiple parts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both the SELLER and the BUYER.

38. CONDEMNATION

Notwithstanding anything herein to the contrary, in the event of damage to or destruction of the Premises by fire, vandalism or other casualty, or in the event of a taking of all or part of the Premises by eminent domain by any entity other than BUYER, then at BUYER'S sole option, this Agreement may be terminated, whereupon the rights and obligations of the parties hereunder shall cease.

39. EXTENSIONS

BUYER and SELLER hereby authorize their respective attorneys (as the case may be) to execute on their behalf any extensions to the time for performance and any change of location and/or time for delivery of the deed. BUYER and SELLER shall be able to rely upon the signature of said attorneys as binding unless they have actual knowledge before the execution or other consent to such extensions, that either party has disclaimed the authority granted herein to bind them.

40. ERRORS

If any errors or omissions are found to have occurred in any calculations or figures used in the settlement statement signed by the parties (or would have been included if not for any such error or omission) and notice thereof is given within six (6) months from the date of delivery of the deed to the party to be charged, then such party agrees to make payment to correct the error or omission.

41. FURTHER ASSURANCES

On or before Closing, each party shall do, make, execute and deliver such additional and further acts, deeds, instruments, and documents as may be reasonably required to carry out the terms and provisions of this Agreement. Without limiting the foregoing, SELLER agrees to reasonably cooperate with BUYER and BUYER'S representatives (but at no material cost to SELLER unless BUYER pays the same) in connection with due diligence activities, any permitting activities, and other relevant matters pertaining to this transaction.

42. MEASURING PERIODS

If the end of any time period herein, or if any specified date, falls on a weekend or national or state (i.e., the state where the Premises are located) holiday, then the end of such time period, or such date, as the case may be, shall be extended to the next business day thereafter.

43. COUNTERPARTS

To facilitate execution, this Agreement may be executed in as many counterparts as may be deemed appropriate by the parties, by facsimile or by electronic mail in pdf format, all of which when taken together shall comprise one (1) agreement. The persons signing this Agreement on behalf of the parties hereto represent and warrant that they have the necessary power and authority to bind their respective party.

[Remainder of Page Intentionally Blank; Signatures Follow]

Exhibit A
Existing Leases

Exhibit B

BILL OF SALE

THIS BILL OF SALE (“Bill of Sale”) is made and entered into as of _____, 2022 by and between **Martin M. Gauthier, John G. Gauthier and Maurice M. Gauthier, individually as well as collectively as Partners of the M.M.J. Partnership**, under an agreement of partnership dated July 1, 1977, whose address is 80 State Highway, Wellfleet, MA 02667 (“Transferor”) and the **Town of Wellfleet**, whose address is Wellfleet Town Hall, 300 Main Street, Wellfleet, MA 02667 (“Transferee”).

RECITALS

A. Transferor is the owner and holder of the tangible personal property listed in Exhibit A, attached (the “Property”).

B. Simultaneously with this Bill of Sale, Transferor, as seller, has conveyed to Transferee, as buyer, certain real property located 80 State Highway, Wellfleet, Massachusetts.

NOW, THEREFORE, in consideration of Ten and 00/100 Dollars (\$10.00), the foregoing premises and other good and valuable consideration exchanged between the parties, the receipt and sufficiency of which are hereby acknowledged, Transferor and Transferee hereby agree as follows:

1. Recitals. The recitals set forth above are true and correct and are incorporated herein and made a part of this Bill of Sale.

2. Assignment. Transferor hereby sells, assigns, transfers, grants, conveys and confirms to Transferee all of Transferor’s rights and interests in the Property.

3. Assumption and Acceptance. Transferee hereby accepts the assignment, transfer, grant, conveyance and confirmation by Transferor.

4. Disclaimer of Representations and Warranties. Transferor makes no representations or warranties of any kind regarding the quality or content of the Property.

5. Binding Effect. This Bill of Sale shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto.

6. Future Cooperation. Transferor and Transferee agree to perform, execute and deliver, but without any obligation to incur any additional liability or expense, after the date hereof, any further deliveries and assurances and take such other action(s) as may be reasonably necessary to effect the purposes of this Bill of Sale.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Bill of Sale to be executed as of the day and year first above written.

TRANSFEROR

TRANSFERENCE

Exhibit C

Excluded Personal Property

Part I ADMINISTRATION OF THE GOVERNMENT

Title IX TAXATION

Chapter ROOM OCCUPANCY EXCISE
64G

Section 1 DEFINITIONS

[Text of section effective as provided by 2018, 337, Sec. 15A as added by 2019, 5, Sec. 37. See 2019, 5, Sec. 46.]

Section 1. As used in this chapter, the following words shall have the following meanings unless the context clearly requires otherwise:

"Bed and breakfast establishment", a private owner-occupied house where not less than 4 rooms are let, a breakfast is included in the rent and all accommodations are reserved in advance.

"Bed and breakfast home", a private owner-occupied house where not more than 3 rooms are let, a breakfast is included in the rent and all accommodations are reserved in advance.

"Commissioner", the commissioner of revenue.

"Hosting platform", a service through a digital platform, third-party website, software, online-enabled application, mobile phone application or some other, similar electronic process that allows: (i) an operator to advertise, list or offer the use of an accommodation subject to the excise

under this chapter in exchange for rent; (ii) an operator to collect the payment of rent on an accommodation; and (iii) a person to arrange, book, reserve or rent an accommodation.

"Hotel", a building used for the feeding and lodging of guests licensed or required to be licensed under section 6 of chapter 140.

"Intermediary", a person or entity, other than an operator, that facilitates the sale, use or possession of an occupancy and charges a room charge to the general public; provided, however, that the term "facilitates" shall include a person or entity that brokers, coordinates or in any other way arranges for the purchase, sale, use or possession of occupancies by the general public; provided further, that the term "intermediary" shall include a hosting platform and operator's agent.

"Lodging house", a house licensed or required to be licensed under section 23 of chapter 140 and where lodgings are rented to not less than 4 people who shall not be within the second degree of kindred to the owner or operator of such lodging house.

"Motel", a building or portion of a building in which a person is lodged for hire with or without meals and that is licensed or required to be licensed under section 32B of chapter 140; provided, however, that a "motel" shall not include a hotel or lodging house.

"Occupancy", the use or possession or the right to the use or possession of a room in a bed and breakfast establishment, hotel, lodging house or motel designed and normally used for sleeping and living purposes for a period of not more than 90 consecutive calendar days, regardless of whether such use and possession is as a lessee, tenant, guest or licensee, or the use or possession or the right to the use or possession of a room in a short term rental normally used for sleeping and living purposes for a

period of not more than 31 consecutive calendar days, regardless of whether such use and possession is as a lessee, tenant, guest or licensee; provided, however, that "occupancy" shall include the right to the use or possession of the furnishings or the services and accommodations, including breakfast in a bed and breakfast establishment, accompanying the use and possession of such a room.

"Occupant", a person who uses, possesses or has a right to use or possess a room in a bed and breakfast establishment, hotel, lodging house, short-term rental or motel for rent under a lease, concession, permit, right of access, license or agreement.

"Operator", a person operating a bed and breakfast establishment, hotel, lodging house, short-term rental or motel in the commonwealth including, but not limited to, the owner or proprietor of such premises, the lessee, sublessee, mortgagee in possession, licensee or any other person otherwise operating such bed and breakfast establishment, hotel, lodging house, short-term rental or motel.

"Operator's agent", a person who on behalf of an operator of a bed and breakfast establishment, hotel, motel, short-term rental or lodging house: (i) manages the operation or upkeep of a property offered for rent; or (ii) books reservations at a property offered for rent; provided, however, that an "operator's agent" shall include, but not be limited to, a property manager, property management company or real estate agent.

"Person", an individual, partnership, trust or association, with or without transferable shares, joint-stock company, corporation, society, club, organization, institution, estate, receiver, trustee, assignee or referee and

any other person acting in a fiduciary or representative capacity, whether appointed by a court or otherwise, or any combination of individuals acting as a unit.

"Professionally-managed unit", 1 of 2 or more short-term rental units that are located in the same city or town, operated by the same operator and are not located within a single-family, two-family or three-family dwelling that includes the operator's primary residence.

[Definition of "Rent" as amended by 2018, 337, Sec. 6 as amended by 2019, 5, Sec. 32 effective March 28, 2019. See 2019, 5, Sec. 46.]

"Rent", the total consideration paid by or on behalf of an occupant, including any service, cleaning or other charge, to an operator or an intermediary collecting and remitting the excise on behalf of an operator under section 13 in exchange for occupancy, valued in money, whether received in money or otherwise, including all receipts, cash, credits and property or services of any kind or nature; provided, however, that "rent" shall not include: (i) bona fide refundable security deposits; (ii) any amount paid by an occupant that is included in the taxable gross receipts of the operator under chapter 64H or 64I where the operator is a vendor for purposes of those chapters; or (iii) amounts paid by an occupant to an operator for services offered by the operator on similar terms to non-occupants in the regular course of the operator's business.

"Short-term rental", an owner-occupied, tenant-occupied or non-owner occupied property including, but not limited to, an apartment, house, cottage, condominium or a furnished accommodation that is not a hotel, motel, lodging house or bed and breakfast establishment, where: (i) at least 1 room or unit is rented to an occupant or sub-occupant; and (ii) all

accommodations are reserved in advance; provided, however, that a private owner-occupied property shall be considered a single unit if leased or rented as such.

Part I ADMINISTRATION OF THE GOVERNMENT**Title IX** TAXATION**Chapter** ROOM OCCUPANCY EXCISE
64G**Section 3D** COMMUNITY IMPACT FEES

[Text of section added by 2018, 337, Sec. 6 as amended by 2019, 5, Sec. 33 effective March 29, 2019 and effective as provided by 2018, 337, Secs. 14 and 15A as added by 2019, 5, Sec. 37. See 2019, 5, Sec. 46.]

Section 3D. (a) A city or town that accepts section 3A may, by a separate vote and in the same manner of acceptance as set forth in said section 3A, impose a community impact fee of not more than 3 per cent of the total amount of rent upon each transfer of occupancy of a professionally managed unit that is located within that city or town.

(b) A city or town that votes to impose a community impact fee under subsection (a) may, by a separate additional vote and in the same manner of acceptance as set forth in section 3A, also impose the community impact fee upon each transfer of occupancy of a short-term rental unit that is located within a two-family or three-family dwelling that includes the operator's primary residence.

(c) An operator shall pay the community impact fees imposed under this section to the commissioner at the same time and in the same manner as the excise due to the commonwealth under section 3. All sums received by the commissioner under this section as excise, penalties or forfeitures, interest, costs of suit and fines shall, not less than quarterly, be distributed, credited and paid by the state treasurer upon certification of the commissioner to the city or town. A city or town shall dedicate not less than 35 per cent of the community impact fees collected under this section to affordable housing or local infrastructure projects.



Housing is a social determinant of health

Social determinants of health are social and economic factors that influence health; they represent the conditions in which people are born, grow, work, live, and age. Housing is an important social determinant of health. The cost and quality of housing can impact a wide range of health outcomes and has a disproportionately negative impact among vulnerable populations. This document provides data on **housing cost burden** for all cities and towns in Massachusetts.



How do we assess the cost burden of housing?

Information on housing costs is collected through the American Community Survey (ACS), run by the US Census Bureau. The data tables in this document list Massachusetts cities and towns and show the percentage of households that are **cost burdened**. This means that **more than 30%** of household income is spent on housing. The data in this document is based on the most recently available ACS data (2012-2016 estimates). The tables show cost burden data for both renter-occupied and owner-occupied households:

Data source: US Census Bureau, 2012-2016 American Community Survey 5-Year Estimates: Table B25091 - Mortgage Status by Selected Monthly Owner Costs as a Percentage of Household Income in the Past 12 Months; Table B25070 - Gross Rent as a Percentage of Household Income in the Past 12 Months

HOUSING COST BURDEN BY COMMUNITY

Table shows the percentage of renter-occupied households that are cost burdened (more than 30% of household income spent on housing)

Percentage of households that are cost burdened		
Community	Owner-occupied households	Renter-occupied households
Ablington	35%	40%
Acton	27%	38%
Acushnet	29%	38%
Adams	30%	42%
Agawam	31%	48%
Alford	29%	11%
Amesbury	34%	46%
Amherst	32%	62%
Andover	27%	38%
Aquinnah	45%	47%
Arlington	31%	36%
Ashburnham	41%	11%
Ashby	27%	41%
Ashfield	25%	33%
Ashland	30%	35%
Athol	27%	45%
Attleboro	31%	46%
Auburn	28%	51%
Avon	39%	43%
Ayer	28%	30%
Barnstable	40%	50%
Barre	28%	55%
Becket	29%	19%
Bedford	32%	49%
Belchertown	27%	55%
Bellingham	29%	47%
Belmont	31%	40%
Berkley	25%	16%
Berlin	32%	43%
Bernardston	34%	49%

HOUSING COST BURDEN BY COMMUNITY

Table shows the percentage of renter-occupied households that are cost burdened (more than 30% of household income spent on housing)

Percentage of households that are cost burdened		
Community	Owner-occupied households	Renter-occupied households
Beverly	34%	43%
Billerica	29%	39%
Blackstone	32%	40%
Blandford	40%	10%
Bolton	29%	28%
Boston	38%	49%
Bourne	42%	37%
Boxborough	30%	24%
Boxford	29%	25%
Boylston	30%	26%
Braintree	29%	53%
Brewster	30%	44%
Bridgewater	28%	50%
Brimfield	31%	53%
Brockton	40%	54%
Brookfield	32%	11%
Brookline	34%	47%
Buckland	30%	29%
Burlington	34%	37%
Cambridge	34%	43%
Canton	35%	61%
Carlisle	34%	40%
Carver	38%	38%
Charlemont	34%	30%
Charlton	28%	39%
Chatham	31%	66%
Chelmsford	28%	42%
Chelsea	46%	48%
Cheshire	29%	28%
Chester	26%	42%

HOUSING COST BURDEN BY COMMUNITY

Table shows the percentage of renter-occupied households that are cost burdened (more than 30% of household income spent on housing)

Percentage of households that are cost burdened		
Community	Owner-occupied households	Renter-occupied households
Chesterfield	30%	69%
Chicopee	28%	49%
Chilmark	49%	26%
Clarksburg	25%	32%
Clinton	33%	37%
Cohasset	40%	38%
Colrain	24%	41%
Concord	36%	44%
Conway	26%	44%
Cummington	31%	46%
Dalton	29%	49%
Danvers	31%	47%
Dartmouth	32%	42%
Dedham	33%	50%
Deerfield	30%	30%
Dennis	32%	64%
Dighton	32%	40%
Douglas	23%	38%
Dover	36%	58%
Dracut	31%	43%
Dudley	37%	42%
Dunstable	32%	66%
Duxbury	32%	35%
East Bridgewater	37%	46%
East Brookfield	22%	29%
East Longmeadow	28%	50%
Eastham	37%	47%
Easthampton	28%	40%
Easton	30%	49%
Edgartown	36%	45%

HOUSING COST BURDEN BY COMMUNITY

Table shows the percentage of renter-occupied households that are cost burdened (more than 30% of household income spent on housing)

Percentage of households that are cost burdened		
Community	Owner-occupied households	Renter-occupied households
Egremont	39%	36%
Erving	25%	45%
Essex	36%	42%
Everett	45%	57%
Fairhaven	37%	41%
Fall River	34%	47%
Falmouth	35%	48%
Fitchburg	32%	52%
Florida	31%	3%
Foxborough	29%	47%
Framingham	32%	51%
Franklin	30%	32%
Freetown	35%	35%
Gardner	32%	42%
Georgetown	28%	49%
Gill	28%	43%
Gloucester	41%	44%
Goshen	26%	29%
Gosnold	50%	0%
Grafton	29%	33%
Granby	20%	69%
Granville	29%	30%
Great Barrington	33%	24%
Greenfield	35%	47%
Groton	33%	29%
Groveland	35%	31%
Hadley	33%	48%
Halifax	46%	14%
Hamilton	34%	40%
Hampden	28%	51%

HOUSING COST BURDEN BY COMMUNITY

Table shows the percentage of renter-occupied households that are cost burdened (more than 30% of household income spent on housing)

Percentage of households that are cost burdened		
Community	Owner-occupied households	Renter-occupied households
Hancock	20%	4%
Hanover	37%	50%
Hanson	31%	49%
Hardwick	28%	66%
Harvard	26%	39%
Harwich	36%	35%
Hatfield	27%	41%
Haverhill	34%	54%
Hawley	30%	70%
Heath	40%	24%
Hingham	33%	61%
Hinsdale	22%	28%
Holbrook	34%	55%
Holden	30%	35%
Holland	29%	45%
Holliston	25%	40%
Holyoke	28%	49%
Hopedale	23%	28%
Hopkinton	25%	40%
Hubbardston	27%	51%
Hudson	32%	43%
Hull	38%	49%
Huntington	36%	52%
Ipswich	34%	48%
Kingston	33%	45%
Lakeville	29%	50%
Lancaster	29%	37%
Lanesborough	33%	23%
Lawrence	44%	57%
Lee	28%	42%

HOUSING COST BURDEN BY COMMUNITY

Table shows the percentage of renter-occupied households that are cost burdened (more than 30% of household income spent on housing)

Percentage of households that are cost burdened		
Community	Owner-occupied households	Renter-occupied households
Leicester	31%	25%
Lenox	31%	41%
Leominster	32%	48%
Leverett	33%	29%
Lexington	31%	42%
Leyden	23%	11%
Lincoln	30%	59%
Littleton	28%	32%
Longmeadow	31%	60%
Lowell	36%	54%
Ludlow	24%	37%
Lunenburg	35%	42%
Lynn	37%	53%
Lynnfield	32%	63%
Malden	37%	51%
Manchester-by-the-Sea	35%	36%
Mansfield	25%	29%
Marblehead	34%	48%
Marion	37%	50%
Marlborough	36%	42%
Marshfield	37%	50%
Mashpee	40%	55%
Mattapoissett	31%	18%
Maynard	29%	44%
Medfield	31%	60%
Medford	36%	41%
Medway	35%	41%
Melrose	32%	38%
Mendon	31%	27%
Merrimac	37%	54%

HOUSING COST BURDEN BY COMMUNITY

Table shows the percentage of renter-occupied households that are cost burdened (more than 30% of household income spent on housing)

Percentage of households that are cost burdened		
Community	Owner-occupied households	Renter-occupied households
Methuen	29%	48%
Middleborough	30%	52%
Middlefield	31%	0%
Middleton	39%	30%
Milford	31%	46%
Millbury	36%	52%
Millis	34%	52%
Millville	26%	57%
Milton	33%	49%
Monroe	52%	40%
Monson	26%	45%
Montague	33%	43%
Monterey	37%	54%
Montgomery	29%	0%
Mount Washington	43%	0%
Nahant	40%	40%
Nantucket	44%	35%
Natick	29%	41%
Needham	28%	40%
New Ashford	22%	21%
New Bedford	37%	48%
New Braintree	29%	38%
New Marlborough	38%	50%
New Salem	25%	35%
Newbury	37%	42%
Newburyport	33%	43%
Newton	31%	46%
Norfolk	29%	21%
North Adams	30%	55%
North Andover	32%	46%

HOUSING COST BURDEN BY COMMUNITY

Table shows the percentage of renter-occupied households that are cost burdened (more than 30% of household income spent on housing)

Percentage of households that are cost burdened		
Community	Owner-occupied households	Renter-occupied households
North Attleborough	29%	35%
North Brookfield	25%	34%
North Reading	28%	38%
Northampton	29%	50%
Northborough	29%	40%
Northbridge	29%	42%
Northfield	26%	24%
Norton	26%	40%
Norwell	35%	51%
Norwood	28%	38%
Oak Bluffs	56%	24%
Oakham	26%	42%
Orange	35%	64%
Orleans	39%	73%
Otis	24%	42%
Oxford	30%	50%
Palmer	23%	56%
Paxton	27%	24%
Peabody	35%	54%
Pelham	29%	33%
Pembroke	26%	56%
Pepperell	32%	40%
Peru	30%	19%
Petersham	29%	42%
Phillipston	27%	44%
Pittsfield	32%	52%
Plainfield	38%	59%
Plainville	31%	26%
Plymouth	34%	51%
Plympton	27%	49%

HOUSING COST BURDEN BY COMMUNITY

Table shows the percentage of renter-occupied households that are cost burdened (more than 30% of household income spent on housing)

Percentage of households that are cost burdened		
Community	Owner-occupied households	Renter-occupied households
Princeton	31%	35%
Provincetown	48%	64%
Quincy	39%	45%
Randolph	38%	52%
Raynham	33%	40%
Reading	30%	43%
Rehoboth	34%	29%
Revere	46%	53%
Richmond	30%	66%
Rochester	26%	13%
Rockland	34%	44%
Rockport	40%	39%
Rowe	25%	21%
Rowley	29%	41%
Royalston	22%	18%
Russell	25%	0%
Rutland	24%	35%
Salem	36%	50%
Salisbury	34%	53%
Sandisfield	31%	35%
Sandwich	38%	36%
Saugus	35%	44%
Savoy	41%	54%
Scituate	36%	47%
Seekonk	30%	43%
Sharon	28%	48%
Sheffield	41%	45%
Shelburne	21%	41%
Sherborn	44%	56%
Shirley	34%	34%

HOUSING COST BURDEN BY COMMUNITY

Table shows the percentage of renter-occupied households that are cost burdened (more than 30% of household income spent on housing)

Percentage of households that are cost burdened		
Community	Owner-occupied households	Renter-occupied households
Shrewsbury	26%	40%
Shutesbury	37%	57%
Somerset	30%	38%
Somerville	36%	36%
South Hadley	33%	49%
Southampton	37%	31%
Southborough	31%	35%
Southbridge	34%	48%
Southwick	31%	47%
Spencer	23%	51%
Springfield	36%	61%
Sterling	30%	59%
Stockbridge	29%	50%
Stoneham	29%	44%
Stoughton	32%	52%
Stow	24%	49%
Sturbridge	32%	23%
Sudbury	30%	25%
Sunderland	31%	66%
Sutton	28%	21%
Swampscott	42%	54%
Swansea	30%	33%
Taunton	33%	49%
Templeton	22%	54%
Tewksbury	32%	48%
Tisbury	49%	56%
Tolland	26%	23%
Topsfield	33%	24%
Townsend	26%	50%
Truro	50%	26%

HOUSING COST BURDEN BY COMMUNITY

Table shows the percentage of renter-occupied households that are cost burdened (more than 30% of household income spent on housing)

Percentage of households that are cost burdened		
Community	Owner-occupied households	Renter-occupied households
Tyngsborough	27%	32%
Tyringham	22%	13%
Upton	26%	54%
Uxbridge	28%	38%
Wakefield	31%	34%
Wales	36%	34%
Walpole	30%	50%
Waltham	33%	38%
Ware	40%	55%
Wareham	38%	39%
Warren	37%	27%
Warwick	32%	85%
Washington	28%	0%
Watertown	35%	38%
Wayland	31%	34%
Webster	38%	50%
Wellesley	36%	29%
Wellfleet	44%	72%
Wendell	40%	55%
Wenham	37%	44%
West Boylston	33%	39%
West Bridgewater	31%	45%
West Brookfield	28%	63%
West Newbury	27%	24%
West Springfield	33%	46%
West Stockbridge	33%	43%
West Tisbury	44%	59%
Westborough	29%	34%
Westfield	29%	45%
Westford	27%	42%

HOUSING COST BURDEN BY COMMUNITY

Table shows the percentage of renter-occupied households that are cost burdened (more than 30% of household income spent on housing)

Percentage of households that are cost burdened		
Community	Owner-occupied households	Renter-occupied households
Westhampton	31%	45%
Westminster	33%	23%
Weston	38%	38%
Westport	25%	60%
Westwood	35%	37%
Weymouth	34%	47%
Whately	36%	54%
Whitman	31%	45%
Wilbraham	27%	32%
Williamsburg	32%	63%
Williamstown	23%	44%
Wilmington	29%	48%
Winchendon	38%	45%
Winchester	34%	47%
Windsor	28%	100%
Winthrop	43%	51%
Woburn	28%	44%
Worcester	37%	51%
Worthington	30%	36%
Wrentham	33%	52%
Yarmouth	39%	47%



SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: July 12, 2022

V

BUSINESS

~ I ~

REQUESTED BY:	Ryan Curley, Chair
DESIRED ACTION:	To review a statement from the board to the ZBA regarding 95 Lawrence Rd
PROPOSED MOTION:	If a motion is needed for this item, one will be made a the time of the meeting.
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____



TOWN OF WELLFLEET

SELECTBOARD

300 MAIN STREET WELLFLEET MASSACHUSETTS 02667

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

www.wellfleet-ma.gov

Dear Honorable Members of The Wellfleet Zoning Board of Appeals,

The Wellfleet Selectboard supports the POAH/CDC application to develop 95 Lawrence Rd. The proposal before the ZBA is a result of years of collective efforts by the town to bring this community housing initiative forward. This development is critical to the viability of Wellfleet. There are few opportunities to add a significant number of affordable housing units in a single project and it critical for project that add to the affordable housing stock advance forward in a timely fashion.

As part of this process, the 95 Lawrence Rd Taskforce developed an RFP with an ongoing community engagement process in developing a master plan for the site, a request for proposals, and criteria to rank the respective proposals received. The proposal before you tonight is the proposal that was most favorably ranked according to the criteria established by the 95 Lawrence Rd Task Force. The Task Force Presented the three bids received for this site to the Selectboard on November 23rd, 2021, with the Task Force selecting the highest scoring proposal. This proposal is before the board tonight.

The landscape for housing has changed radically within the past two calendar years nationally. These macro changes are particularly acute locally and have placed the housing outside the reach of all but the highest earners locally. The affordability gap between housing prices and wages for the average working person is not sustainable. In 2019, the median sale price for a single-family home was \$555,000. In 2021, the median sale price was \$805,000 representing a 45% increase in just two calendar years. In the last six months, the median sale price has risen to approximately \$900,000 (Cape Cod and Islands Association of REALTORS, 2022).

According to the December 21st, 2020, Massachusetts Subsidized Housing Inventory, Wellfleet has 38 permanently restricted affordable housing units, comprising only 2.5% of Wellfleet's housing stock. When residents lose their current housing accommodations, they find no availability on the rental market and are too often forced to leave the area. The Institute for Community Health Study on The Burden of Housing Costs In Massachusetts completed in 2019 found that 44% of Wellfleet's Owner Occupied Households were housing cost-burdened, and 72% of renter-occupied households were cost-burdened. Wellfleet had the third-highest percentage of rental households that were cost-burdened in the entire state and 11th in owner-occupied households. No other town in the state had such a high proportion of cost-burdened households in both categories.

The 95 Lawrence Rd development incorporates innovative solutions to improve the environment of Wellfleet. As part of this initiative, the town is developing a decentralized cluster wastewater treatment facility at this location. The system will not only treat the wastewater generated by the development but also that of surrounding properties, including the Wellfleet Elementary School, the Fire Station, and the Police

Station. This will result in a net improvement in water quality. This facility is a critical component in addressing the water quality issues of the Duck Creek Sub-Watershed in the Targeted Watershed Management Plan developed by the Clean Water Advisory Committee and approved by the Selectboard on June 23rd, 2022 for submittal to MA DEP and the Cape Cod Commission.

For Wellfleet to remain a viable community, it needs housing residents can afford at a variety of income points. The 46 units provided by 95 Lawrence Rd are critical and will more than double Wellfleet's restricted affordable housing units and gets the town halfway to the 10% specified in Chapter 40 B, but more importantly, these will be homes for local households.

Local Market Update – May 2022

A Research tool provided by the Cape Cod and Islands Association of REALTORS®. Inc.



Wellfleet

Single-Family Properties

Key Metrics	May			Year to Date		
	2021	2022	+ / -	2021	2022	+ / -
Pending Sales	5	7	+ 40.0%	23	20	- 13.0%
Closed Sales	4	4	0.0%	31	21	- 32.3%
Median Sales Price*	\$732,500	\$794,000	+ 8.4%	\$760,000	\$907,500	+ 19.4%
Inventory of Homes for Sale	7	9	+ 28.6%	--	--	--
Months Supply of Inventory	0.9	1.7	+ 88.9%	--	--	--
Cumulative Days on Market Until Sale	109	26	- 76.1%	55	40	- 27.3%
Percent of Original List Price Received*	89.3%	112.8%	+ 26.3%	98.4%	105.0%	+ 6.7%
New Listings	7	11	+ 57.1%	21	26	+ 23.8%

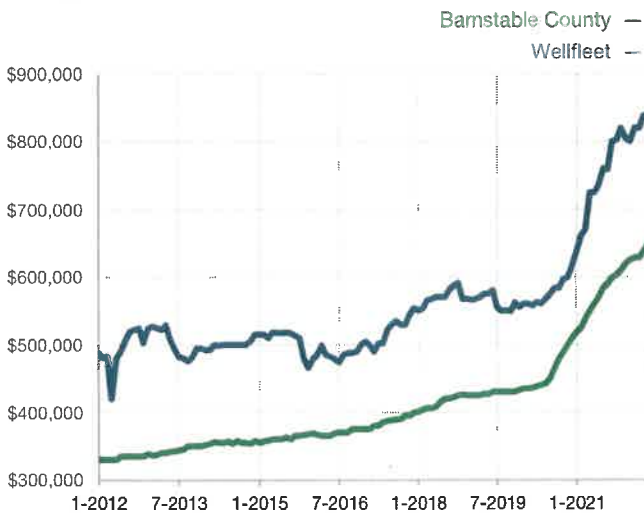
* Does not account for seller concessions. | Activity for one month can sometimes look extreme due to small sample size.

Condominium Properties

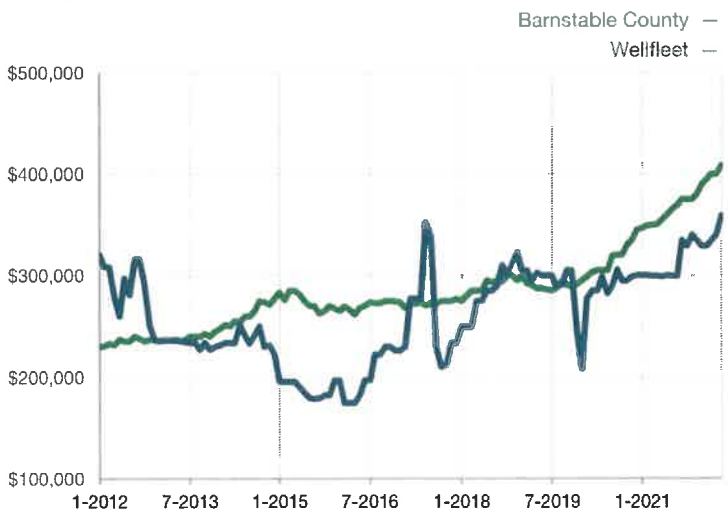
Key Metrics	May			Year to Date		
	2021	2022	+ / -	2021	2022	+ / -
Pending Sales	0	1	--	4	5	+ 25.0%
Closed Sales	1	0	- 100.0%	6	4	- 33.3%
Median Sales Price*	\$279,000	\$0	- 100.0%	\$265,500	\$346,500	+ 30.5%
Inventory of Homes for Sale	0	8	--	--	--	--
Months Supply of Inventory	0.0	6.2	--	--	--	--
Cumulative Days on Market Until Sale	5	0	- 100.0%	95	22	- 76.8%
Percent of Original List Price Received*	100.0%	0.0%	- 100.0%	98.5%	109.0%	+ 10.7%
New Listings	0	6	--	2	14	+ 600.0%

* Does not account for seller concessions. | Activity for one month can sometimes look extreme due to small sample size.

Median Sales Price – Single-Family Properties Rolling 12-Month Calculation



Median Sales Price – Condominium Properties Rolling 12-Month Calculation



Local Market Update – December 2021

A Research tool provided by the Cape Cod and Islands Association of REALTORS®, Inc.



Wellfleet

Single-Family Properties

Key Metrics	December			Year to Date		
	2020	2021	+ / -	2020	2021	+ / -
Pending Sales	13	3	- 76.9%	98	70	- 28.6%
Closed Sales	8	4	- 50.0%	86	75	- 12.8%
Median Sales Price*	\$1,057,500	\$755,000	- 28.6%	\$617,500	\$805,000	+ 30.4%
Inventory of Homes for Sale	12	3	- 75.0%	--	--	--
Months Supply of Inventory	1.5	0.5	- 66.7%	--	--	--
Cumulative Days on Market Until Sale	103	5	- 95.1%	130	40	- 69.2%
Percent of Original List Price Received*	97.5%	105.7%	+ 8.4%	95.1%	102.1%	+ 7.4%
New Listings	9	2	- 77.8%	100	66	- 34.0%

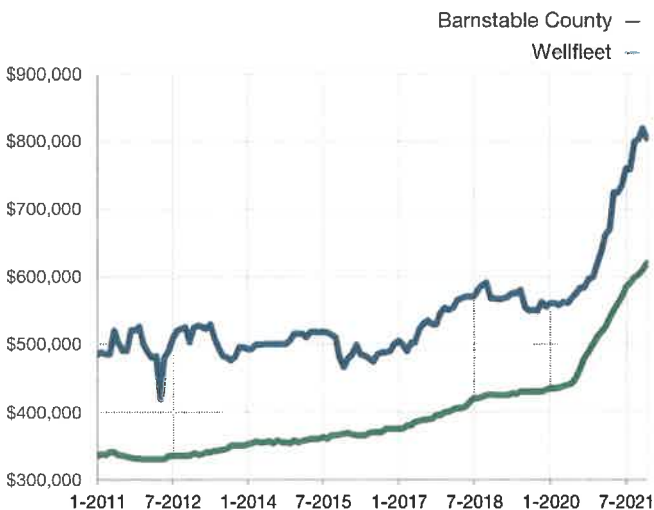
* Does not account for seller concessions. | Activity for one month can sometimes look extreme due to small sample size.

Condominium Properties

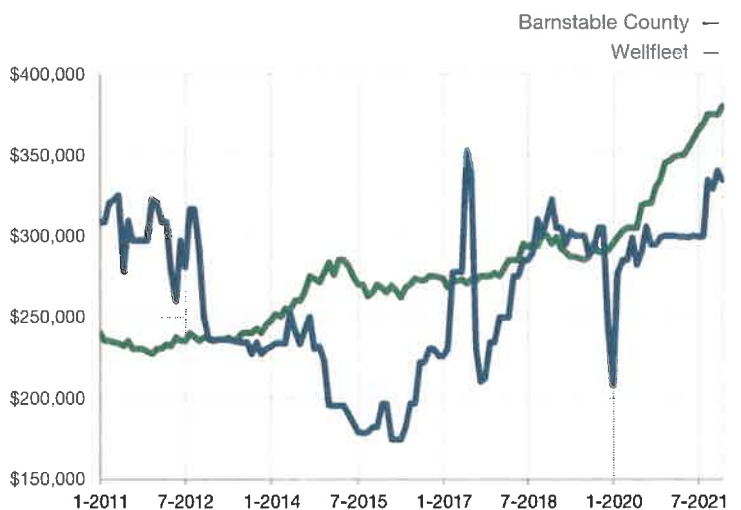
Key Metrics	December			Year to Date		
	2020	2021	+ / -	2020	2021	+ / -
Pending Sales	0	1	--	28	12	- 57.1%
Closed Sales	3	0	- 100.0%	27	12	- 55.6%
Median Sales Price*	\$343,000	\$0	- 100.0%	\$300,000	\$334,500	+ 11.5%
Inventory of Homes for Sale	2	0	- 100.0%	--	--	--
Months Supply of Inventory	0.6	0.0	- 100.0%	--	--	--
Cumulative Days on Market Until Sale	38	0	- 100.0%	140	60	- 57.1%
Percent of Original List Price Received*	94.5%	0.0%	- 100.0%	92.7%	101.4%	+ 9.4%
New Listings	1	1	0.0%	23	10	- 56.5%

* Does not account for seller concessions. | Activity for one month can sometimes look extreme due to small sample size.

Median Sales Price – Single-Family Properties Rolling 12-Month Calculation



Median Sales Price – Condominium Properties Rolling 12-Month Calculation



Local Market Update – December 2019

A Research tool provided by the Cape Cod and Islands Association of REALTORS®, Inc.



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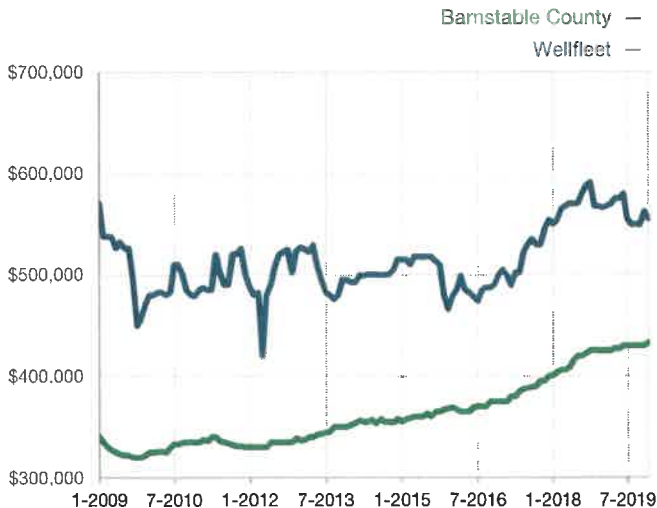
Single-Family Properties	December			Year to Date		
	2018	2019	+ / -	2018	2019	+ / -
Key Metrics						
Pending Sales	2	3	+ 50.0%	62	74	+ 19.4%
Closed Sales	2	5	+ 150.0%	64	71	+ 10.9%
Median Sales Price*	\$631,875	\$380,000	- 39.9%	\$567,500	\$555,000	- 2.2%
Inventory of Homes for Sale	41	30	- 26.8%	--	--	--
Months Supply of Inventory	7.9	4.9	- 38.0%	--	--	--
Cumulative Days on Market Until Sale	110	60	- 45.5%	145	141	- 2.8%
Percent of Original List Price Received*	95.8%	95.8%	0.0%	94.8%	90.8%	- 4.2%
New Listings	2	1	- 50.0%	114	100	- 12.3%

* Does not account for seller concessions. | Activity for one month can sometimes look extreme due to small sample size.

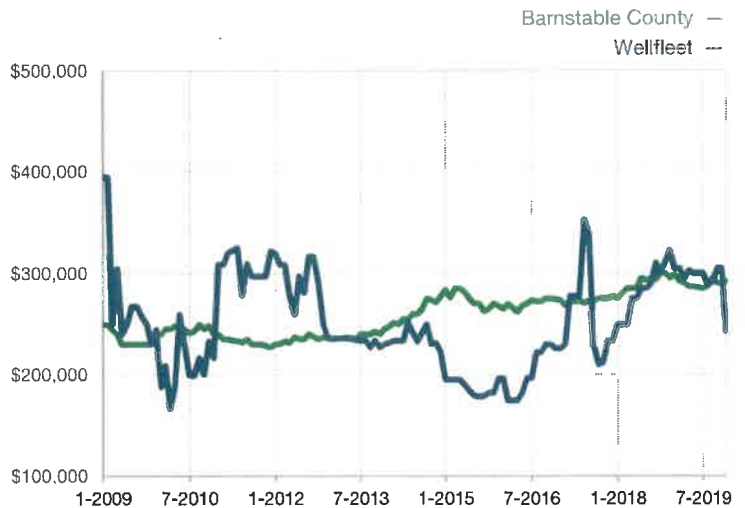
Condominium Properties	December			Year to Date		
	2018	2019	+ / -	2018	2019	+ / -
Key Metrics						
Pending Sales	1	0	- 100.0%	15	9	- 40.0%
Closed Sales	2	1	- 50.0%	15	10	- 33.3%
Median Sales Price*	\$441,750	\$207,950	- 52.9%	\$322,500	\$242,500	- 24.8%
Inventory of Homes for Sale	2	8	+ 300.0%	--	--	--
Months Supply of Inventory	1.2	6.2	+ 416.7%	--	--	--
Cumulative Days on Market Until Sale	294	38	- 87.1%	139	111	- 20.1%
Percent of Original List Price Received*	85.7%	83.5%	- 2.6%	93.3%	92.9%	- 0.4%
New Listings	0	2	--	18	20	+ 11.1%

* Does not account for seller concessions. | Activity for one month can sometimes look extreme due to small sample size.

Median Sales Price – Single-Family Properties
Rolling 12-Month Calculation



Median Sales Price – Condominium Properties
Rolling 12-Month Calculation



Fannie Mae and Freddie Mac Conforming Loan Limits for Mortgages Acquired in Calendar Year 2022 and Originated after 10/1/2011 or before 7/1/2007

(These limits were determined under the provisions of the Housing and Economic Recovery Act of 2008)

FIPS State Code	FIPS County Code	County Name	State	CBSA Number	One-Unit Limit	Two-Unit Limit	Three-Unit Limit	Four-Unit Limit
24	017	CHARLES COUNTY	MD	47900	\$ 970,800	\$ 1,243,050	\$ 1,502,475	\$ 1,867,275
24	019	DORCHESTER COUNTY	MD	15700	\$ 647,200	\$ 828,700	\$ 1,001,650	\$ 1,244,850
24	021	FREDERICK COUNTY	MD	47900	\$ 970,800	\$ 1,243,050	\$ 1,502,475	\$ 1,867,275
24	023	GARRETT COUNTY	MD		\$ 647,200	\$ 828,700	\$ 1,001,650	\$ 1,244,850
24	025	HARFORD COUNTY	MD	12580	\$ 647,200	\$ 828,700	\$ 1,001,650	\$ 1,244,850
24	027	HOWARD COUNTY	MD	12580	\$ 647,200	\$ 828,700	\$ 1,001,650	\$ 1,244,850
24	029	KENT COUNTY	MD		\$ 647,200	\$ 828,700	\$ 1,001,650	\$ 1,244,850
24	031	MONTGOMERY COUNTY	MD	47900	\$ 970,800	\$ 1,243,050	\$ 1,502,475	\$ 1,867,275
24	033	PRINCE GEORGE'S COUNTY	MD	47900	\$ 970,800	\$ 1,243,050	\$ 1,502,475	\$ 1,867,275
24	035	QUEEN ANNE'S COUNTY	MD	12580	\$ 647,200	\$ 828,700	\$ 1,001,650	\$ 1,244,850
24	037	ST. MARY'S COUNTY	MD	15680	\$ 647,200	\$ 828,700	\$ 1,001,650	\$ 1,244,850
24	039	SOMERSET COUNTY	MD	41540	\$ 647,200	\$ 828,700	\$ 1,001,650	\$ 1,244,850
24	041	TALBOT COUNTY	MD	20660	\$ 647,200	\$ 828,700	\$ 1,001,650	\$ 1,244,850
24	043	WASHINGTON COUNTY	MD	25180	\$ 647,200	\$ 828,700	\$ 1,001,650	\$ 1,244,850
24	045	WICOMICO COUNTY	MD	41540	\$ 647,200	\$ 828,700	\$ 1,001,650	\$ 1,244,850
24	047	WORCESTER COUNTY	MD	41540	\$ 647,200	\$ 828,700	\$ 1,001,650	\$ 1,244,850
24	510	BALTIMORE CITY	MD	12580	\$ 647,200	\$ 828,700	\$ 1,001,650	\$ 1,244,850
25	001	BARNSTABLE COUNTY	MA	12700	\$ 647,200	\$ 828,700	\$ 1,001,650	\$ 1,244,850
25	003	BERKSHIRE COUNTY	MA	38340	\$ 647,200	\$ 828,700	\$ 1,001,650	\$ 1,244,850
25	005	BRISTOL COUNTY	MA	39300	\$ 647,200	\$ 828,700	\$ 1,001,650	\$ 1,244,850
25	007	DUKES COUNTY	MA	47240	\$ 970,800	\$ 1,243,050	\$ 1,502,475	\$ 1,867,275
25	009	ESSEX COUNTY	MA	14460	\$ 770,500	\$ 986,400	\$ 1,192,300	\$ 1,481,750
25	011	FRANKLIN COUNTY	MA	44140	\$ 647,200	\$ 828,700	\$ 1,001,650	\$ 1,244,850
25	013	HAMPDEN COUNTY	MA	44140	\$ 647,200	\$ 828,700	\$ 1,001,650	\$ 1,244,850
25	015	HAMPSHIRE COUNTY	MA	44140	\$ 647,200	\$ 828,700	\$ 1,001,650	\$ 1,244,850
25	017	MIDDLESEX COUNTY	MA	14460	\$ 770,500	\$ 986,400	\$ 1,192,300	\$ 1,481,750
25	019	NANTUCKET COUNTY	MA		\$ 970,800	\$ 1,243,050	\$ 1,502,475	\$ 1,867,275
25	021	NORFOLK COUNTY	MA	14460	\$ 770,500	\$ 986,400	\$ 1,192,300	\$ 1,481,750
25	023	PLYMOUTH COUNTY	MA	14460	\$ 770,500	\$ 986,400	\$ 1,192,300	\$ 1,481,750
25	025	SUFFOLK COUNTY	MA	14460	\$ 770,500	\$ 986,400	\$ 1,192,300	\$ 1,481,750

Fannie Mae and Freddie Mac Maximum Loan Limits for Mortgages Acquired in Calendar Year 2019 and Originated after 10/1/2011 or before 7/1/2007

(These limits were determined under the provisions of the Housing and Economic Recovery Act of 2008)

FIPS State Code	FIPS County Code	County Name	State	CBSA Number	One-Unit Limit	Two-Unit Limit	Three-Unit Limit	Four-Unit Limit
25	001	BARNSTABLE	MA	12700	\$ 484,350	\$ 620,200	\$ 749,650	\$ 931,600
25	003	BERKSHIRE	MA	38340	\$ 484,350	\$ 620,200	\$ 749,650	\$ 931,600
25	005	BRISTOL	MA	39300	\$ 484,350	\$ 620,200	\$ 749,650	\$ 931,600
25	007	DUKES	MA	47240	\$ 726,525	\$ 930,300	\$ 1,124,475	\$ 1,397,400
25	009	ESSEX	MA	14460	\$ 688,850	\$ 881,850	\$ 1,065,950	\$ 1,324,750
25	011	FRANKLIN	MA	24640	\$ 484,350	\$ 620,200	\$ 749,650	\$ 931,600
25	013	HAMPDEN	MA	44140	\$ 484,350	\$ 620,200	\$ 749,650	\$ 931,600
25	015	HAMPSHIRE	MA	44140	\$ 484,350	\$ 620,200	\$ 749,650	\$ 931,600
25	017	MIDDLESEX	MA	14460	\$ 688,850	\$ 881,850	\$ 1,065,950	\$ 1,324,750
25	019	NANTUCKET	MA		\$ 726,525	\$ 930,300	\$ 1,124,475	\$ 1,397,400
25	021	NORFOLK	MA	14460	\$ 688,850	\$ 881,850	\$ 1,065,950	\$ 1,324,750
25	023	PLYMOUTH	MA	14460	\$ 688,850	\$ 881,850	\$ 1,065,950	\$ 1,324,750
25	025	SUFFOLK	MA	14460	\$ 688,850	\$ 881,850	\$ 1,065,950	\$ 1,324,750
25	027	WORCESTER	MA	49340	\$ 484,350	\$ 620,200	\$ 749,650	\$ 931,600

Natural Resource Protection and Housing Priority Areas in

WELLFLEET

Acknowledging Cape Cod faces serious challenges in providing sufficient housing for its citizens as well as ensuring the protection of its remaining natural resource areas, including the region's water resources, the Association to Preserve Cape Cod (APCC) and Housing Assistance Corporation (HAC) undertook a mapping project to encourage local land use policy discussions to be more productive in addressing the housing crisis and regional environmental challenges.

The project supports three goals: highlighting the role of wastewater infrastructure development in helping to improve water quality, fostering housing density and affordability in priority housing areas, and protecting the most critical lands for habitat and other natural resources.



How Maps Were Created and How to Use Them:

By agreeing in advance on the criteria, the project used the best available data and GIS technology to identify priority areas for natural resource protection and priority areas for moderate-density housing that year-rounders can afford. The objective of this mapping project is to focus proactive attention on these identified priority areas. The maps are intended as a discussion and planning tool.

- To identify high priority areas for housing, a set of criteria was created and applied to each of the 15 towns across the Cape. Areas identified as high priority for natural resource protection are consistent with the 2018 Cape Cod Regional Policy Plan's criteria for Natural Areas Placetypes and utilize existing state GIS mapping of natural resource areas.
- Priority natural resources areas, which include critical landscape and habitat areas, Zone II Wellhead Protection Areas for drinking water, wetlands and 100-ft. wetland buffers, vernal pools and 350-ft. vernal pool buffers, permanently protected open space, and FEMA flood zones, are identified for conservation and additional protections.
- Purple areas identify high priority and medium priority areas for moderate-density housing that is affordable and attainable to our year-round population.
- White areas did not rate as high priority for housing or natural resource protection based on the project's criteria for either purpose. The project recognizes that there may be local strategies for natural resource protection and housing in these areas.
- The maps do not provide parcel-specific analysis, but rather focus on larger areas that would be relevant to zoning, regulations, infrastructure and other planning and policy discussions. The maps are not intended to replace the need for appropriate evaluation at the parcel level.

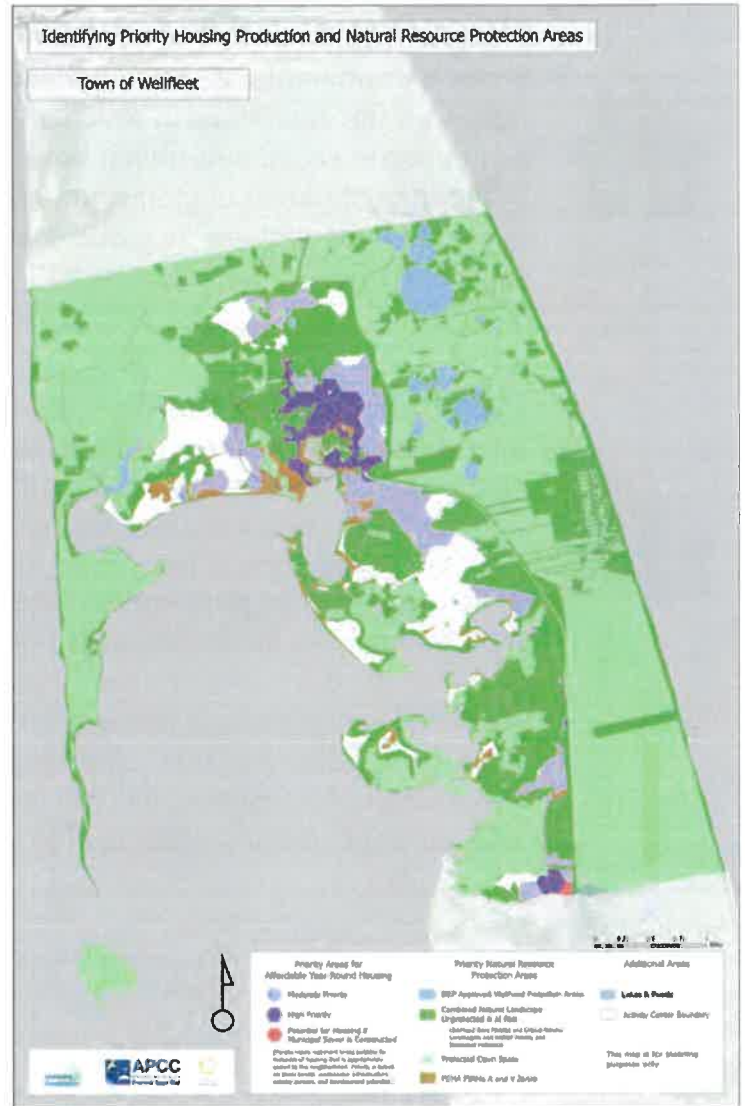


RECOMMENDED ACTIONS:

- 1 Prioritize spending and available funding sources to leverage resources that will be beneficial for housing, wastewater infrastructure development and natural resource protection.
- 2 Direct investments and local planning initiatives toward land identified in priority natural resource areas and priority housing areas by focusing efforts on acquisitions, regulatory requirements and other land use policy decisions for this dual objective.
- 3 Target housing production within identified housing areas and natural resource protection efforts in identified natural resource areas.
- 4 Rezone land within identified priority natural resource areas to reduce development potential and sprawl.
- 5 Rezone identified priority areas for housing to simplify and streamline the development of multi-family housing opportunities that are affordable and attainable to our year-round population.
- 6 Invest in wastewater infrastructure, which improves the affordability of housing construction and benefits water quality significantly.

Natural Resource Protection and Housing Priority Areas in

WELLFLEET



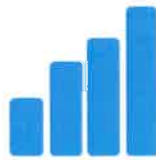
A project by the Association to Preserve Cape Cod (APCC) and the Housing Assistance Corporation (HAC). Funding for the project is provided by Barnstable County and its Economic Development Council License Plate Grant Program through the Cape Cod Commission.

Learn More: GrowSmartCapeCod.org



Housing is a social determinant of health

Social determinants of health are social and economic factors that influence health; they represent the conditions in which people are born, grow, work, live, and age. Housing is an important social determinant of health. The cost and quality of housing can impact a wide range of health outcomes and has a disproportionately negative impact among vulnerable populations. This document provides data on **housing cost burden** for all cities and towns in Massachusetts.



How do we assess the cost burden of housing?

Information on housing costs is collected through the American Community Survey (ACS), run by the US Census Bureau. The data tables in this document list Massachusetts cities and towns and show the percentage of households that are **cost burdened**. This means that **more than 30%** of household income is spent on housing. The data in this document is based on the most recently available ACS data (2012-2016 estimates). The tables show cost burden data for both renter-occupied and owner-occupied households:

Data source: US Census Bureau, 2012-2016 American Community Survey 5-Year Estimates: Table B25091 - Mortgage Status by Selected Monthly Owner Costs as a Percentage of Household Income in the Past 12 Months; Table B25070 - Gross Rent as a Percentage of Household Income in the Past 12 Months

HOUSING COST BURDEN BY COMMUNITY

Table shows the percentage of renter-occupied households that are cost burdened (more than 30% of household income spent on housing)

Percentage of households that are cost burdened		
Community	Owner-occupied households	Renter-occupied households
Abington	35%	40%
Acton	27%	38%
Acushnet	29%	38%
Adams	30%	42%
Agawam	31%	48%
Alford	29%	11%
Amesbury	34%	46%
Amherst	32%	62%
Andover	27%	38%
Aquinnah	45%	47%
Arlington	31%	36%
Ashburnham	41%	11%
Ashby	27%	41%
Ashfield	25%	33%
Ashland	30%	35%
Athol	27%	45%
Attleboro	31%	46%
Auburn	28%	51%
Avon	39%	43%
Ayer	28%	30%
Barnstable	40%	50%
Barre	28%	55%
Becket	29%	19%
Bedford	32%	49%
Belchertown	27%	55%
Bellingham	29%	47%
Belmont	31%	40%
Berkley	25%	16%
Berlin	32%	43%
Bernardston	34%	49%

HOUSING COST BURDEN BY COMMUNITY

Table shows the percentage of renter-occupied households that are cost burdened (more than 30% of household income spent on housing)

Percentage of households that are cost burdened		
Community	Owner-occupied households	Renter-occupied households
Beverly	34%	43%
Billerica	29%	39%
Blackstone	32%	40%
Blandford	40%	10%
Bolton	29%	28%
Boston	38%	49%
Bourne	42%	37%
Boxborough	30%	24%
Boxford	29%	25%
Boylston	30%	26%
Braintree	29%	53%
Brewster	30%	44%
Bridgewater	28%	50%
Brimfield	31%	53%
Brockton	40%	54%
Brookfield	32%	11%
Brookline	34%	47%
Buckland	30%	29%
Burlington	34%	37%
Cambridge	34%	43%
Canton	35%	61%
Carlisle	34%	40%
Carver	38%	38%
Charlemont	34%	30%
Charlton	28%	39%
Chatham	31%	66%
Chelmsford	28%	42%
Chelsea	46%	48%
Cheshire	29%	28%
Chester	26%	42%

HOUSING COST BURDEN BY COMMUNITY

Table shows the percentage of renter-occupied households that are cost burdened (more than 30% of household income spent on housing)

Percentage of households that are cost burdened		
Community	Owner-occupied households	Renter-occupied households
Chesterfield	30%	69%
Chicopee	28%	49%
Chilmark	49%	26%
Clarksburg	25%	32%
Clinton	33%	37%
Cohasset	40%	38%
Colrain	24%	41%
Concord	36%	44%
Conway	26%	44%
Cummington	31%	46%
Dalton	29%	49%
Danvers	31%	47%
Dartmouth	32%	42%
Dedham	33%	50%
Deerfield	30%	30%
Dennis	32%	64%
Dighton	32%	40%
Douglas	23%	38%
Dover	36%	58%
Dracut	31%	43%
Dudley	37%	42%
Dunstable	32%	66%
Duxbury	32%	35%
East Bridgewater	37%	46%
East Brookfield	22%	29%
East Longmeadow	28%	50%
Eastham	37%	47%
Easthampton	28%	40%
Easton	30%	49%
Edgartown	36%	45%

HOUSING COST BURDEN BY COMMUNITY

Table shows the percentage of renter-occupied households that are cost burdened (more than 30% of household income spent on housing)

Percentage of households that are cost burdened		
Community	Owner-occupied households	Renter-occupied households
Egremont	39%	36%
Erving	25%	45%
Essex	36%	42%
Everett	45%	57%
Fairhaven	37%	41%
Fall River	34%	47%
Falmouth	35%	48%
Fitchburg	32%	52%
Florida	31%	3%
Foxborough	29%	47%
Framingham	32%	51%
Franklin	30%	32%
Freetown	35%	35%
Gardner	32%	42%
Georgetown	28%	49%
Gill	28%	43%
Gloucester	41%	44%
Goshen	26%	29%
Gosnold	50%	0%
Grafton	29%	33%
Granby	20%	69%
Granville	29%	30%
Great Barrington	33%	24%
Greenfield	35%	47%
Groton	33%	29%
Groveland	35%	31%
Hadley	33%	48%
Halifax	46%	14%
Hamilton	34%	40%
Hampden	28%	51%

HOUSING COST BURDEN BY COMMUNITY

Table shows the percentage of renter-occupied households that are cost burdened (more than 30% of household income spent on housing)

Percentage of households that are cost burdened		
Community	Owner-occupied households	Renter-occupied households
Hancock	20%	4%
Hanover	37%	50%
Hanson	31%	49%
Hardwick	28%	66%
Harvard	26%	39%
Harwich	36%	35%
Hatfield	27%	41%
Haverhill	34%	54%
Hawley	30%	70%
Heath	40%	24%
Hingham	33%	61%
Hinsdale	22%	28%
Holbrook	34%	55%
Holden	30%	35%
Holland	29%	45%
Holliston	25%	40%
Holyoke	28%	49%
Hopedale	23%	28%
Hopkinton	25%	40%
Hubbardston	27%	51%
Hudson	32%	43%
Hull	38%	49%
Huntington	36%	52%
Ipswich	34%	48%
Kingston	33%	45%
Lakeville	29%	50%
Lancaster	29%	37%
Lanesborough	33%	23%
Lawrence	44%	57%
Lee	28%	42%

HOUSING COST BURDEN BY COMMUNITY

Table shows the percentage of renter-occupied households that are cost burdened (more than 30% of household income spent on housing)

Percentage of households that are cost burdened		
Community	Owner-occupied households	Renter-occupied households
Leicester	31%	25%
Lenox	31%	41%
Leominster	32%	48%
Leverett	33%	29%
Lexington	31%	42%
Leyden	23%	11%
Lincoln	30%	59%
Littleton	28%	32%
Longmeadow	31%	60%
Lowell	36%	54%
Ludlow	24%	37%
Lunenburg	35%	42%
Lynn	37%	53%
Lynnfield	32%	63%
Malden	37%	51%
Manchester-by-the-Sea	35%	36%
Mansfield	25%	29%
Marblehead	34%	48%
Marion	37%	50%
Marlborough	36%	42%
Marshfield	37%	50%
Mashpee	40%	55%
Mattapoissett	31%	18%
Maynard	29%	44%
Medfield	31%	60%
Medford	36%	41%
Medway	35%	41%
Melrose	32%	38%
Mendon	31%	27%
Merrimac	37%	54%

HOUSING COST BURDEN BY COMMUNITY

Table shows the percentage of renter-occupied households that are cost burdened (more than 30% of household income spent on housing)

Percentage of households that are cost burdened		
Community	Owner-occupied households	Renter-occupied households
Methuen	29%	48%
Middleborough	30%	52%
Middlefield	31%	0%
Middleton	39%	30%
Milford	31%	46%
Millbury	36%	52%
Millis	34%	52%
Millville	26%	57%
Milton	33%	49%
Monroe	52%	40%
Monson	26%	45%
Montague	33%	43%
Monterey	37%	54%
Montgomery	29%	0%
Mount Washington	43%	0%
Nahant	40%	40%
Nantucket	44%	35%
Natick	29%	41%
Needham	28%	40%
New Ashford	22%	21%
New Bedford	37%	48%
New Braintree	29%	38%
New Marlborough	38%	50%
New Salem	25%	35%
Newbury	37%	42%
Newburyport	33%	43%
Newton	31%	46%
Norfolk	29%	21%
North Adams	30%	55%
North Andover	32%	46%

HOUSING COST BURDEN BY COMMUNITY

Table shows the percentage of renter-occupied households that are cost burdened (more than 30% of household income spent on housing)

Percentage of households that are cost burdened		
Community	Owner-occupied households	Renter-occupied households
North Attleborough	29%	35%
North Brookfield	25%	34%
North Reading	28%	38%
Northampton	29%	50%
Northborough	29%	40%
Northbridge	29%	42%
Northfield	26%	24%
Norton	26%	40%
Norwell	35%	51%
Norwood	28%	38%
Oak Bluffs	56%	24%
Oakham	26%	42%
Orange	35%	64%
Orleans	39%	73%
Otis	24%	42%
Oxford	30%	50%
Palmer	23%	56%
Paxton	27%	24%
Peabody	35%	54%
Pelham	29%	33%
Pembroke	26%	56%
Pepperell	32%	40%
Peru	30%	19%
Petersham	29%	42%
Phillipston	27%	44%
Pittsfield	32%	52%
Plainfield	38%	59%
Plainville	31%	26%
Plymouth	34%	51%
Plympton	27%	49%

HOUSING COST BURDEN BY COMMUNITY

Table shows the percentage of renter-occupied households that are cost burdened (more than 30% of household income spent on housing)

Percentage of households that are cost burdened		
Community	Owner-occupied households	Renter-occupied households
Princeton	31%	35%
Provincetown	48%	64%
Quincy	39%	45%
Randolph	38%	52%
Raynham	33%	40%
Reading	30%	43%
Rehoboth	34%	29%
Revere	46%	53%
Richmond	30%	66%
Rochester	26%	13%
Rockland	34%	44%
Rockport	40%	39%
Rowe	25%	21%
Rowley	29%	41%
Royalston	22%	18%
Russell	25%	0%
Rutland	24%	35%
Salem	36%	50%
Salisbury	34%	53%
Sandisfield	31%	35%
Sandwich	38%	36%
Saugus	35%	44%
Savoy	41%	54%
Scituate	36%	47%
Seekonk	30%	43%
Sharon	28%	48%
Sheffield	41%	45%
Shelburne	21%	41%
Sherborn	44%	56%
Shirley	34%	34%

HOUSING COST BURDEN BY COMMUNITY

Table shows the percentage of renter-occupied households that are cost burdened (more than 30% of household income spent on housing)

Percentage of households that are cost burdened		
Community	Owner-occupied households	Renter-occupied households
Shrewsbury	26%	40%
Shutesbury	37%	57%
Somerset	30%	38%
Somerville	36%	36%
South Hadley	33%	49%
Southampton	37%	31%
Southborough	31%	35%
Southbridge	34%	48%
Southwick	31%	47%
Spencer	23%	51%
Springfield	36%	61%
Sterling	30%	59%
Stockbridge	29%	50%
Stoneham	29%	44%
Stoughton	32%	52%
Stow	24%	49%
Sturbridge	32%	23%
Sudbury	30%	25%
Sunderland	31%	66%
Sutton	28%	21%
Swampscott	42%	54%
Swansea	30%	33%
Taunton	33%	49%
Templeton	22%	54%
Tewksbury	32%	48%
Tisbury	49%	56%
Tolland	26%	23%
Topsfield	33%	24%
Townsend	26%	50%
Truro	50%	26%

HOUSING COST BURDEN BY COMMUNITY

Table shows the percentage of renter-occupied households that are cost burdened (more than 30% of household income spent on housing)

Percentage of households that are cost burdened		
Community	Owner-occupied households	Renter-occupied households
Tyngsborough	27%	32%
Tyringham	22%	13%
Upton	26%	54%
Uxbridge	28%	38%
Wakefield	31%	34%
Wales	36%	34%
Walpole	30%	50%
Waltham	33%	38%
Ware	40%	55%
Wareham	38%	39%
Warren	37%	27%
Warwick	32%	85%
Washington	28%	0%
Watertown	35%	38%
Wayland	31%	34%
Webster	38%	50%
Wellesley	36%	29%
Wellfleet	44%	72%
Wendell	40%	55%
Wenham	37%	44%
West Boylston	33%	39%
West Bridgewater	31%	45%
West Brookfield	28%	63%
West Newbury	27%	24%
West Springfield	33%	46%
West Stockbridge	33%	43%
West Tisbury	44%	59%
Westborough	29%	34%
Westfield	29%	45%
Westford	27%	42%

HOUSING COST BURDEN BY COMMUNITY

Table shows the percentage of renter-occupied households that are cost burdened (more than 30% of household income spent on housing)

Percentage of households that are cost burdened		
Community	Owner-occupied households	Renter-occupied households
Westhampton	31%	45%
Westminster	33%	23%
Weston	38%	38%
Westport	25%	60%
Westwood	35%	37%
Weymouth	34%	47%
Whately	36%	54%
Whitman	31%	45%
Wilbraham	27%	32%
Williamsburg	32%	63%
Williamstown	23%	44%
Wilmington	29%	48%
Winchendon	38%	45%
Winchester	34%	47%
Windsor	28%	100%
Winthrop	43%	51%
Woburn	28%	44%
Worcester	37%	51%
Worthington	30%	36%
Wrentham	33%	52%
Yarmouth	39%	47%

Department of Housing and Community Development
Chapter 40B Subsidized Housing Inventory (SHI)
as of December 21, 2020*

Community	2010 Census Year Round Housing Units	Total Development Units	SHI Units	%
Abington	6,364	662	629	9.9%
Acton	8,475	1,440	894	10.5%
Acushnet	4,097	125	95	2.3%
Adams	4,337	324	324	7.5%
Agawam	12,090	618	618	5.1%
Alford	231	0	0	0.0%
Amesbury	7,041	787	706	10.0%
Amherst	9,621	1,262	1,215	12.6%
Andover	12,324	2,195	1,657	13.4%
Aquinnah	158	33	33	20.9%
Arlington	19,881	1,445	1,129	5.7%
Ashburnham	2,272	144	29	1.3%
Ashby	1,150	0	0	0.0%
Ashfield	793	2	2	0.3%
Ashland	6,581	936	415	6.3%
Athol	5,148	284	284	5.5%
Attleboro	17,978	1,169	1,169	6.5%
Auburn	6,808	251	251	3.7%
Avon	1,763	75	75	4.3%
Ayer	3,440	409	254	7.4%
Barnstable	20,550	1,818	1,487	7.2%
Barre	2,164	83	83	3.8%
Becket	838	0	0	0.0%
Bedford	5,322	1,243	987	18.5%
Belchertown	5,771	416	390	6.8%
Bellingham	6,341	983	801	12.6%
Belmont	10,117	673	661	6.5%
Berkley	2,169	158	40	1.8%
Berlin	1,183	308	201	17.0%
Bernardston	930	22	22	2.4%
Beverly	16,522	2,489	1,954	11.8%
Billerica	14,442	1,979	1,664	11.5%
Blackstone	3,606	165	123	3.4%
Blandford	516	0	0	0.0%
Bolton	1,729	180	69	4.0%
Boston	269,482	58,609	55,509	20.6%
Bourne	8,584	1,129	591	6.9%

Somerset	7,335	269	269	3.7%
Somerville	33,632	3,261	3,250	9.7%
South Hadley	7,091	424	424	6.0%
Southampton	2,310	44	44	1.9%
Southborough	3,433	809	294	8.6%
Southbridge	7,517	384	384	5.1%
Southwick	3,852	131	131	3.4%
Spencer	5,137	312	311	6.1%
Springfield	61,556	10,307	10,041	16.3%
Sterling	2,918	285	72	2.5%
Stockbridge	1,051	113	113	10.8%
Stoneham	9,399	504	498	5.3%
Stoughton	10,742	1,500	1,284	12.0%
Stow	2,500	393	179	7.2%
Sturbridge	3,759	357	209	5.6%
Sudbury	5,921	888	669	11.3%
Sunderland	1,718	183	183	10.7%
Sutton	3,324	176	55	1.7%
Swampscott	5,795	256	212	3.7%
Swansea	6,290	275	243	3.9%
Taunton	23,844	1,874	1,683	7.1%
Templeton	3,014	511	233	7.7%
Tewksbury	10,803	1,379	1,062	9.8%
Tisbury	1,965	147	107	5.4%
Tolland	222	0	0	0.0%
Topsfield	2,157	205	187	8.7%
Townsend	3,356	184	145	4.3%
Truro	1,090	25	25	2.3%
Tyngsborough	4,166	847	469	11.3%
Tyringham	149	0	0	0.0%
Upton	2,820	190	145	5.1%
Uxbridge	5,284	427	257	4.9%
Wakefield	10,459	1,394	703	6.7%
Wales	772	25	25	3.2%
Walpole	8,984	661	649	7.2%
Waltham	24,805	2,709	1,819	7.3%
Ware	4,539	363	363	8.0%
Wareham	9,880	875	745	7.5%
Warren	2,202	76	76	3.5%
Warwick	363	0	0	0.0%
Washington	235	0	0	0.0%
Watertown	15,521	2,770	1,212	7.8%
Wayland	4,957	460	330	6.7%
Webster	7,788	707	707	9.1%
Wellesley	9,090	1,160	1,044	11.5%
Wellfleet	1,550	38	38	2.5%
Wendell	419	5	5	1.2%



SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: July 12, 2022

V

BUSINESS

~ J ~

REQUESTED BY:	The Wellfleet Selectboard
DESIRED ACTION:	To review and amend if needed the draft special town meeting warrant for September 10, 2022
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:	Yea _____ Nay _____ Abstain _____



ANNUAL TOWN MEETING
Saturday, September 10, 2022
10:00 AM
at
Wellfleet Elementary School
100 Lawrence Road, Wellfleet, MA
&
SPECIAL TOWN ELECTION
September 20, 2022

Edit Date: July 7, 2022
Draft No. 1

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FINANCIAL & PROPOSITION 2½ TERMS

Chapter 59, section 21C of the Massachusetts General Laws is commonly referred to as Proposition 2½ (Prop. 2½) or the Tax Limiting Law for Cities and Towns in Massachusetts.

LEVY: The property tax levy is the revenue a Town can raise through real and personal property taxes. The property tax levy is the largest source of revenue for the Town.

LEVY CEILING: This is the maximum the levy can be. The ceiling equals 2.5% of the Town's full and fair cash value. The levy limit is equivalent to a tax rate of \$25.00.

LEVY LIMIT: The maximum the levy can be in a given year. The limit is based on the previous year's levy limit plus certain allowable increases, such as debt exclusions.

LEVY LIMIT INCREASE: The levy limit automatically increases each year by 2.5% of the previous year's levy limit.

NEW GROWTH: New construction and new parcel subdivision may also increase the Town's levy limit.

OVERRIDE: A community can permanently increase its levy limit by successfully voting at a referendum to exceed the limits. A community may take this action as long as it is below the levy ceiling.

DEBT EXCLUSION: This type of override ballot question can be placed on a referendum by a two-thirds vote of the Selectboard. If a majority of the voters approve the ballot question, the Town's levy limit is increased only for the amount voted at the referendum for the life of that debt only. The levy limit increase may exceed the Town's levy ceiling.

DEBT SERVICE: The repayment cost, usually stated in annual terms and based on an amortization schedule, of the principal and interest owed on any particular bond issue.

ENCUMBRANCE: A reservation of funds to cover obligations chargeable to but not yet paid from a specific appropriation account.

CAPITAL OUTLAY EXPENDITURES EXCLUSION: This type of override ballot question can be placed on a referendum by a two-thirds vote of the Selectboard. If a majority of the voters approve the ballot question, the additional amount for the payment of the capital project cost is added to the levy limit or levy ceiling only for the year in which the project is being undertaken.

CONTINGENT VOTES: Chapter 59, section 21C (m) permits a Town Meeting to appropriate funds contingent upon passage of a referendum question (OVERRIDE/DEBT EXCLUSION). A contingent vote does not automatically result in an override referendum. An override referendum can only be called by the Selectboard. If a referendum is called by the Selectmen, it must take place within forty-five days of the Town Meeting vote.

TOWN MEETING PROCEDURES

A quorum of 6% of the Town's registered voters must be present in order to conduct business (Charter: Sect. 2-1-3).

Voters are identified by voter cards issued when they check in with the registrars at the beginning of the meeting.

Only voters may participate in voice votes. In case of a counted vote, voters will be identified by their voter cards.

Non-voters who have been admitted to the meeting must sit in the section designated for them. Non-voters who may wish to speak must identify themselves and may address the meeting only by permission of the Moderator (Charter: Sect. 2-1-2).

No voter will be allowed to speak until recognized by the Moderator.

Voters and others recognized to address Town Meeting may only speak twice to any motion or amendment unless authorized by the Moderator (Charter: Sect. 2-7-8).

All motions or amendments must be in writing and be legible. Exceptions for very simple motions or amendments are at the discretion of the Moderator (General Bylaws: Sect. II-2).

The order of consideration of the Articles as printed in the Warrant may be changed only by a 2/3 majority vote (Charter: Sect. 2-7-4).

A motion for indefinite postponement, if passed, ends any proposal under the motion currently being debated. It may only be made after a voter has been recognized and may not come at the end of a speaker's remarks. It is fully debatable to the same extent as the main motion under consideration.

A motion to end debate (known as a "motion for the previous question") must be made by a voter who has been properly recognized. Anonymous cries from voters to "call the question" are out of order and will be ignored by the Moderator. As a motion to end debate requires an additional 2/3 majority vote, it may be more efficient to hear from one or two more speakers and then proceed to a vote on the main motion itself.

A motion to reconsider must be made at the same session as the vote it seeks to reconsider. It can only be made after some intervening business and must be made within one hour of the vote to be reconsidered (Charter: Sect. 2-7-9). It is debatable to the same extent as the motion it seeks to reconsider and requires a majority vote. A motion to reconsider will only be allowed if there is new information that was not available at the time of the original debate. A motion to reconsider will be ruled out of order if, in the judgment of the Moderator, it is simply an attempt at "another bite at the apple."

Some other common motions which require more than a simple majority to pass:

Zoning bylaws (except those subject to majority vote per Housing Choice Act)
2/3 majority

To authorize borrowing or incur debt	2/3 majority
To transfer or sell Town land	2/3 majority
To approve proposed Charter amendments	2/3 majority
To pay unpaid bills of a prior fiscal year	4/5 majority at an annual town meeting 9/10 majority at a special town meeting

FINANCE COMMITTEE STATEMENT

{To be inserted}

SPECIAL TOWN MEETING WARRANT

Saturday, September 10, 2022

The Commonwealth of Massachusetts

To either of the Constables in the Town of Wellfleet in the County of Barnstable:

GREETINGS:

In the name of the Commonwealth of Massachusetts you are hereby required to notify and warn the inhabitants of the Town of Wellfleet qualified to vote in Town Affairs, to meet in the Wellfleet Elementary School, 100 Lawrence Road in Wellfleet on the 10th day of September 2022, at ten o'clock in the morning, then and there to vote upon the following Articles:

SECTION I: BUDGET ARTICLES

ARTICLE NO. 1 - FY 2023 BUDGETARY TRANSFERS:

To see if the Town will vote to transfer from available funds and/or authorize the transfer from various line items within FY2023 appropriations such sums of money necessary to supplement the operating budgets of the various Town Departments as follows:

	From:	Line-Item No.	To:	Line-Item No.	Amount
	Grand-Total				\$0.00

or to do or act on anything thereon.

(Requested by the Selectboard)

Majority Vote Required

Recommendations:

Selectboard:

Insert: 0-0-0

Recommend: 0-0-0

Finance Committee -

SUMMARY: This article is seeking permission to transfer funding within the FY 2023 operating budget ending June 30, 2023. We have several shortfalls in various departmental budgets that will be remedied by transferring monies from those areas within the budget that have surpluses. Additional requests may be added at Town Meeting.

ARTICLE NO. 2 – PRIOR YEAR INVOICES:

To see what sum the Town will vote to transfer from available funds for the purpose of paying prior year unpaid bills listed below:

	Vendor	Source	Line-item	Amount
	Grand-total			\$0.00

or to do or act on anything thereon.

(Requested by the Selectboard)

9/10th Vote Required

Recommendations:

Selectboard:

Insert: 0-0-0

Recommend: 0-0-0

Finance Committee -

SUMMARY: This article will authorize the payment of outstanding bills from a previous fiscal year. According to Massachusetts General Laws, a Town cannot pay a bill from a previous fiscal year with the current year's appropriation. Therefore, Town Meeting authorization is required.

ARTICLE NO. 3 - FY 2023 CAPITAL BUDGET:

To see if the Town will vote to raise and appropriate, borrow, or transfer from available funds such sums of money necessary to fund the Fiscal Year 2023 Town Capital Budget, as follows:

	Department & Project	Amount	Funding Source
1.	Police Department:		
	a. Bulletproof Vest Replacement	\$15,000.00	Free Cash
2.	Fire Department:		
	a. Water Supply Hose Replacement	\$12,000.00	Free Cash or Ambulance Receipts
3.	Department of Public Works:		
	a. Town Hall Outside Bathroom Repair Project	\$20,000.00	Free Cash
	b. Recreation Band Stand Awning Replacement Project	\$50,000.00	Free Cash
	c. Water Refill Station Project	\$20,000.00	Free Cash
	d. Briar Lane Culvert Replacement	\$??.	Free Cash
	e. Keller's Corner Revetment Project	\$75,000.00	\$75,000.00
	Grand-total	\$0.00	

and that to meet this appropriation the Town Treasurer, with the approval of the Selectboard, be and hereby is authorized to borrow for those purposes itemized above as being funded through borrowing under and pursuant to M.G.L. Chapter 44, Sections 7 and 8, or pursuant to any other enabling authority, to issue bonds notes of the Town therefor, and further, to authorize any premium received by the Town upon the sale of any bonds or notes approved by this vote, less any such premium applied the payment of the costs of issuance of such bonds or notes, to be applied to the payment of costs approved hereunder in accordance with M.G.L. c. 40 s. 20, thereby reducing by a like amount authorized to be borrowed to pay such costs, or to do or act on anything thereon.

(Requested by the Selectboard)

Majority Vote Required

Recommendations:

Selectboard:

	Item:	Insert:	Recommend
		Yes/No/Abstain	
1a		0-0-0	

Finance Committee -

SUMMARY: This article represents the Town’s proposed capital spending plan for FY2023.

ARTICLE NO. 4 - TRANSFER TO STABILIZATION FUND:

To see if the Town will vote to raise and appropriate and/or transfer from available funds the sum of \$639,200.00, or any other sum for the purpose of contributing to the Stabilization Fund or to do or act on anything thereon.

(Requested by the Selectboard)

Majority vote required

Recommendations:

Selectboard:

Insert 0-0-0

Recommend 0-0-0

Finance Committee -

SUMMARY: The purpose of this article is to transfer funds from Free Cash into the Stabilization Fund. We had to use the sum of \$639,200.00 from the Stabilization Fund at the June 26, 2022, Annual Town Meeting to finance the current FY2022 operational budget. This was not a preferred approach but due to the severity of the Town’s fiscal condition we had few alternatives at that moment. This action will reestablish the Stabilization Fund to its prior financial status and is important to maintain the Town’s bond rating.

SECTION II: ADDITIONAL FINANCIAL ARTICLES

ARTICLE NO. 5 – HUMAN RESOURCES DIRECTOR NEW STAFF:

To see if the Town will vote to raise and appropriate and/or transfer from available funds the sum of \$??,000, or any other sum, for the purpose of funding a new Human Resources Director, and all associated costs, provided however that no sums shall be expended hereunder unless and until the Town have voted to assess an additional \$??,000 in real estate and personal property taxes pursuant to the provisions of Chapter 59, Section 21C of the Massachusetts General Laws (Proposition 2 ½), or to do or act on anything thereon.

(Request of the Selectboard)

Majority vote required

Recommendations:

Selectboard:

Insert 0-0-0

Recommend 0-0-0

Finance Committee -

SUMMARY:

ARTICLE NO. 6 - WELLFLEET HARBOR FLORA AND FAUNA SURVEY:

To see if the Town will vote to raise and appropriate and/or transfer from available funds the sum of \$60,000.00, or any other sum, for the purpose of conducting a field survey of the fauna and flora in Wellfleet Harbor, especially shellfish and finfish, as a basis for future actions to preserve and enhance this environment, or to do or act on anything thereon.

(Request of the Natural Resources Advisory

Board)

Majority vote required

Recommendations:

Selectboard:

Insert 0-0-0

Recommend 0-0-0

Finance Committee -

SUMMARY: This article seeks funding for an overview survey life in Wellfleet harbor as recommended in the Harbor Management Plan (March 2021). It replicates a Division of Marine Fisheries study, which is now nearly 50 years old. We plan a broad survey of harbor life – finfish and wild shellfish at the top, phytoplankton and harbor grasses at the base. Selected sites of specific interest will be included. Local knowledge will be consulted throughout. NRAB views this work as a critical step in identifying and preserving the health of the harbor in view of climate change and other environmental impacts.

ARTICLE NO. 7 – HARBOR/MARINA FACILITIES NEEDS ASSESSMENT PROJECT:

To see if the Town will vote to raise and appropriate and/or transfer from available funds the sum of \$30,000.00, or any other sum, for the purpose of paying costs associated with conducting a Marina Facility Needs Assessment study to do or act on anything thereon.

(Requested by the Selectboard)

Majority vote required

Recommendations:

Selectboard 0-0-0

Finance Committee 0-0-0

SUMMARY:

ARTICLE NO. 8 – TRANSFER STATION FACILITIES NEEDS ASSESSMENT PROJECT:

To see if the Town will vote to raise and appropriate and/or transfer from available funds the sum of \$50,000.00, or any other sum, for the purpose of paying costs associated with conducting a Transfer Station Facility Needs Assessment study to do or act on anything thereon.

(Requested by the Selectboard)

Majority vote required

Recommendations:

Selectboard 0-0-0

Finance Committee 0-0-0

SUMMARY: The Wellfleet Transfer Station is an asset to the community. Given the constant evolving nature of the trash and recycling industry, it would behoove the Town to evaluate ways to maximize it's potential. This project is intended to hire a site design professional experienced in Transfer Station operations and development. The intent of the study will focus on functionality, safety, efficiency, and potential financial benefits for both present day and future services. The Town of Dennis performed a similar analysis that resulted in significant improvements to their facility.

ARTICLE NO. 9 – ADULT COMMUNITY CENTER ADDITION FEASIBILITY STUDY PROJECT:

To see if the Town will vote to raise and appropriate and/or transfer from available funds the sum of \$15,000.00, or any other sum, for the purpose of paying costs associated with conducting an Adult Community Center Building Addition Feasibility study, to do or act on anything thereon.

(Requested by the Selectboard)

Majority vote required

Recommendations:

Selectboard 0-0-0

Finance Committee 0-0-0

SUMMARY: In the past, several alterations and additions have been proposed for the Adult Community Center.

- Based on plans from 2013, creation of a paved walkway through the woods on the Cahoon Hollow side of the building of one-half mile that connects to the walkway and patio that were installed in 2014. That project was funded with a bequest and there were insufficient funds to complete the entire plan. This walkway will provide access for walkers both able bodied and those with some mobility challenges in a sheltered place by a building with good parking and amenities.
- When Sea Babies (Cape Cod Children's Place) was using space in the building, they applied for and received a grant from the Community Preservation Committee to install an Infant/Toddler playground. They moved from the building in June of 2020 and the playground is still there but not maintained. I have had requests to purchase and install adult outdoor exercise equipment for the use of adults adjacent to the existing Infant/Toddler playground.
- The Council on Aging Board conducted a survey of Town residents in 2021 to determine what people would like to see added to the programs at the Adult Community Center. One of the top requests was space for exercise equipment and for free weights. Given the use of the Great Pond Room for COA programs as well as Boards and Committees and as the Wellfleet Polling place, there is no space for this healthy and entertaining activity in the current building. In addition to floor space, a locker room and outside access to the gym will be necessary.
- Because we live in a Pandemic, post-Pandemic world, there is a need for building capacity for hybrid meetings. Because the Adult Community Center is the designated location for that upgrade/expansion, that program will need space to do the job correctly. Additionally, there has been a request for an additional small meeting room like the current Conference Room.

In order to do this in an organized way, I want to do the planning of this multi-level project in one study so that if the decision is made to implement it in stages, everything will fit onto the available land and the end product will be produced with the best fiscal and construction practices in order to create an attractive and functional building and grounds.

SECTION V: UNCLASSIFIED ARTICLES

ARTICLE NO. 10 - TOWN CODE ADOPTION OF RENUMBERING OF GENERAL BYLAWS:

To see if the Town will vote to renumber, recaption and stylize the General Bylaws of the Town of Wellfleet by (a) assigning a chapter number to each of the General Bylaws; (b) renumbering each section of each bylaw accordingly; (c) inserting chapter, article and section titles; (d) updating internal references to reflect the new numbering system; (e) stylizing the text so that “Town,” when referring to the Town of Wellfleet, is capitalized throughout, numbers are cited consistently across all bylaws and definitions are alphabetized; and (f) changing “Selectmen” or “Board of Selectmen” to “Selectboard” to implement the Charter changes effective 4-29-2019; all as set forth in the document on file in the Office of the Town Clerk entitled “Final Draft of the Town of Wellfleet, Massachusetts,” dated _____, prepared by General Code, LLC, or to do or act on anything thereon.

(Requested by the Town Clerk)

Majority vote required

Recommendations:

Selectboard -

Finance Committee -

SUMMARY: This article will permit the codification of our general by-laws, creating a more organized and streamlined format that will be easier to navigate than our current in-house system and will benefit both Town officers and the public.

ARTICLE NO. 11 - TOWN CODE ADOPTION OF RENUMBERING OF ZONING BYLAWS:

To see if the Town will vote to renumber and recaption the Zoning Bylaw of the Town by (a) designating the Zoning Bylaw as Chapter 235 of the new Town Code; (b) renumbering each section of the Zoning Bylaw accordingly; (c) inserting section titles; (d) updating internal references to reflect the new numbering system; (e) stylizing the text so that “Town,” when referring to the Town of Wellfleet, is capitalized throughout, numbers are cited consistently throughout and definitions are alphabetized; and (f) changing “Selectmen” or “Board of Selectmen” to “Selectboard” to implement the Charter changes effective 4-29-2019; all as set forth in the document on file in the office of the Town Clerk entitled “Final Draft of the Town of Wellfleet, Massachusetts,” dated _____, prepared by General Code, LLC., or to do or act on anything thereon.

(Requested by the Town Clerk)

Two-thirds vote required

Recommendations:

Selectboard -

Finance Committee -

SUMMARY: This article will permit the codification of our Zoning by-laws, creating a more organized and streamlined format that will be easier to navigate than our current in-house system and will benefit both Town officers and the public.

ARTICLE NO. 12 - LEASE OF TOWN PROPERTY:

To see if the Town will vote to transfer the care, custody, management, and control of a Town-owned parcel located at 1176 Gross Hill Road, as shown on Assessors Map 5, Parcel 8, from the Selectboard or other board or commission currently having custody thereof and for the purpose for which said parcel is currently held to the Selectboard for the purpose for which the parcel is currently held and for the purpose of entering into a long-term lease with one or more cellular communication carriers, upon such terms and conditions as the Selectboard deems to be in the best interest of the Town, or to do or act on anything thereon.

(Requested by the Selectboard)

Majority vote required

Recommendations:

Selectboard -

Finance Committee -

SUMMARY: AT&T has been working with the Town to locate some communications equipment on a pole in the Newcomb Hollow Beach parking lot. The purpose of this equipment is to improve cellar communications in this area, which will benefit public safety purposes. The proposed license agreement will be for a 10-year period and the Town will receive annual payments for the use of town property.

ARTICLE NO. 13 - AUTHORIZE ACQUISITION OF ACCESS EASEMENT TO INDIAN NECK TIDAL FLATS:

To see if the Town will vote to acquire, by gift, purchase and/or eminent domain, an access easement for vehicular and pedestrian traffic to pass and repass on and along the private roads being King Philip Road, Billingsgate Road and Omaha Road to the Indian Neck Tidal Flats, which are owned by the Town of Wellfleet by an instrument recorded with the Barnstable County Registry of Deeds in Book 32413, Page 327, on such terms and conditions as the Selectboard deems to be in the best interests of the Town, and further to authorize the Selectboard to execute any and all documents, agreements and instruments necessary or convenient to carry out the purposes of this article, or to do or act on anything thereon.

(Requested by the Selectboard)

Two-thirds vote required

Recommendations:

Selectboard -

Finance Committee -

SUMMARY:

ARTICLE NO. 14 - PLASTIC WATER BOTTLE BAN BYLAW AMENDMENT

To see if the town will vote to amend the General Bylaws, as follows:

Amendment

Effective on May 1, 2023, the Commercial Single Use Plastic Water Bottle Ban will be amended as printed below.

Section 49. Commercial Plastic Non-Alcoholic Beverage Bottle Ban

1. Sale of Plastic Water Bottles

Effective on September 1, 2021, it shall be unlawful to sell uncarbonated, unflavored drinking water in plastic bottles of less than one gallon in the Town of Wellfleet.

Enforcement of this regulation will begin September 1, 2021.

2. Sale of Other Plastic Non-Alcoholic Carbonated Beverage Bottles

Effective on May 1, 2023, it shall be unlawful to sell non-alcoholic carbonated beverages in plastic bottles of less than 21 oz. Enforcement of this regulation will begin May 1, 2023.

3. Definitions

A plastic beverage bottle is a container made from any type of plastic resin.

4. Exemptions

Sales or distribution of uncarbonated, unflavored drinking water in plastic bottles occurring subsequent to a declaration of emergency (by the Emergency Management Director or other duly authorized Town, County, Commonwealth or Federal official) affecting the ability and/or quality of drinking water to residents of the Town shall be exempt from this bylaw until seven days after the declaration has ended.

5. Enforcement

Enforcement of this article shall be the responsibility of the Town Administrator and/or any police officer of the Town. The Town Administrator shall determine the inspection process to be followed, incorporating the process into other Town duties as appropriate. Any establishment conducting sales in violation of this article shall be subject to a non-criminal disposition fine as specified in G.L. Chapter 40 21D. The following penalties apply:

- First violation: Written Warning
- Second violation: \$150.00 fine.
- Third and subsequent violations: \$300.00 fine

Each day a violation continues constitutes a separate violation, incurring additional fines. Any such fines collected shall be payable to the Town of Wellfleet. All businesses will be routinely inspected until the Town Administrator deems the inspection to no longer be required.

6. Severability

If any provision of this Bylaw should be declared invalid, void, or unenforceable by a court of competent jurisdiction, all other provisions shall remain in force and effect.

To do or act on anything thereon.

(Requested by the Selectboard)

(Majority vote required)

Recommendations:

Selectboard

Finance Committee

SUMMARY:

- The Commercial Plastic Water Bottle Ban has been very successful on Cape Cod. This ban has now been passed in ten Cape Cod towns (Brewster, Chatham, Dennis, Eastham, Falmouth, Harwich, Mashpee, Orleans, Provincetown, and Wellfleet). Alternatives to plastic water bottles are now widely available. Examples include water refill stations, and retail sales of still or sparkling water in aluminum bottles and cans, chilled coffee in aluminum cans, refillable beer growlers, and refillable glass milk bottles.
- The proposed amendment expands the water bottle ban to all non-alcoholic beverage bottles of less than 21 ounces. This targets plastic beverage bottles in single serve sizes and is based on the New York City municipal ban passed in 2020. Plastic litter has adverse health consequences for us, marine species, and our natural environment. The Section 49 Bylaw will be renamed *Commercial Plastic Non-Alcoholic Beverage Bottle Ban*, and the term “single-use” will be removed from the bylaw to avoid confusion with the new term “single-serve”.

(Requested by the Selectboard & Recycling Committee)

(Majority vote required)

Recommendation:

Selectboard

Finance Committee

ARTICLE NO. 15 – LAND ACQUISITION CAMPGROUND PROPERTY

To see if the Town will vote to authorize the Selectboard to acquire, by purchase, gift, and/or eminent domain, on such terms and conditions as the Selectboard deems in the best interest of the Town, a parcel of land located at 80 State Highway, containing 21.31 acres, more or less, identified as Assessors' Parcel 47-23-0, and being the property described in deeds recorded with the Barnstable Registry of Deeds in Book 2543, Page 214 and the Barnstable Registry District of the Land Court as Certificate of Title 71210, shown as Land Court Plan 23487A, for general municipal purposes, including, without limitation, for housing purposes and other uses, and/or to lease all or portions of the property, further, to raise and appropriate, transfer from available funds, and/or borrow a sum of money for the acquisition of said property and costs incidental or related thereto in the amount of \$6,500,000.00, and authorize the Treasurer, with the approval of the Selectboard, to borrow all or a portion of said sum under G.L. Chapter 44, Section 7 or any other enabling authority and to issue bonds or notes of the Town therefor, and any premium received by the Town upon the sale of any bonds or notes approved by this vote, less any such premium applied to the payment of the costs of issuance of such bonds or notes, may be applied to the payment of costs approved by this vote in accordance with G.L. Chapter 44, Section 20, thereby reducing the amount authorized to be borrowed to pay such costs by a like amount, provided, however, that the appropriation authorized hereunder shall be contingent upon approval by the voters of a ballot question to exclude the amounts to pay for the bonds or notes authorized for this purpose from the provisions of Proposition 2½, so called, and, further, to authorize the Selectboard to execute any and all documents and take all other action necessary or convenient to accomplish the foregoing, or to do act anything thereon.

(Requested by the Selectboard)

(Two-thirds vote required)

Recommendation:
Selectboard
Finance Committee
SUMMARY:

SECTION VI: BYLAWS, INITIATIVE PETITIONS

ARTICLE NO. 16 - ADOPTION OF ENABLING LEGISLATION FOR THE DISPOSITION OF UNCLAIMED PROPERTY:

To see if the Town will vote to accept the provisions of Section 9A of Chapter 200A of the General Laws, which provides as follows:

DISPOSITION OF UNCLAIMED PROPERTY

(a) In any city, town or district that accepts this section in the manner provided in Section 4 of chapter 4, there shall be an alternative procedure for disposing of abandoned funds held in the custody of the city, town or district as provided in this section.

(b) Any funds held in the custody of a city, town or district may be presumed by the city, town or district treasurer to be abandoned unless claimed by the corporation, organization, beneficiary or person entitled thereto within one 1 year after the date prescribed for payment or delivery; provided, however, that the last instrument intended as payment shall bear upon its face the statement "void if not cashed within 1 year from date of issue." After the expiration of one 1 year after the date of issue, the treasurer of a city, town or district may cause the financial institution upon which the instrument was drawn to stop payment on the instrument or otherwise cause the financial institution to decline payment on the instrument and any claims made beyond that date shall only be paid by the city, town or district through the issuance of a new instrument. The city, town or district and the financial institution shall not be liable for damages, consequential or otherwise, resulting from a refusal to honor an instrument of a city, town or district submitted for payment more than a year after its issuance.

(c) The treasurer of a city, town or district holding funds owed to a corporation, organization, beneficiary or person entitled thereto that are presumed to be abandoned under this section shall post a notice entitled "Notice of names of persons appearing to be owners of funds held by (insert city, town or district name), and deemed abandoned". The notice shall specify the names of those persons who appear from available information to be entitled to such funds, shall provide a description of the appropriate method for claiming the funds and shall state a deadline for those funds to be claimed; provided, however, that the deadline shall not be less than 60 days after the date the notice was either postmarked or first posted on a website as provided in this section. The treasurer of the city, town or district may post such notice using either of the following methods: (1) by mailing the notice by first class mail, postage prepaid, to the last known address of the beneficiary or person entitled thereto; or (2) if the city, town or district maintains an official website, by posting the notice conspicuously on the website for not less than 60 days. If the apparent owner fails to respond within 60 days after the mailing or posting of the notice, the treasurer shall cause a notice of the check to be published in a newspaper of general circulation, printed in English, in the county in which the city or town is located.

(d) In the event that funds appearing to be owed to a corporation, organization, beneficiary or person is \$100 or more and the deadline as provided in the notice has

passed and no claim for the funds has been made, the treasurer shall cause an additional notice, in substantially the same form as the aforementioned notice, to be published in a newspaper of general circulation in the county in which the city, town or district is located; provided, however, that the notice shall provide an extended deadline beyond which funds shall not be claimed and such deadline shall be at least 1 year from the date of publication of the notice.

(e) Once the final deadline has passed under subsection (d), the funds owed to the corporation, organization, beneficiary or person entitled thereto shall escheat to the city, town or district and the treasurer thereof shall record the funds as revenue in the General Fund of the city, town or district and the city, town or district shall not be liable to the corporation, organization, beneficiary or person for payment of those funds or for the underlying liability for which the funds were originally intended. Upon escheat, the funds shall be available to the city, town, or district's appropriating authority for appropriation for any other public purpose. In addition to the notices required in this section, the treasurer of the city, town or district may initiate any other notices or communications that are directed in good faith toward making final disbursement of the funds to the corporation, organization, beneficiary, or person entitled thereto. Prior to escheat of the funds, the treasurer of the city, town or district shall hear all claims on funds that may arise and if it is clear, based on a preponderance of the evidence available to the treasurer at the time the claim is made, that the claimant is entitled to disbursement of the funds, the treasurer shall disburse funds to the claimant upon receipt by the treasurer of a written indemnification agreement from the claimant wherein the claimant agrees to hold the city, town or district and the treasurer of the city, town or district harmless in the event it is later determined that the claimant was not entitled to receipt of the funds. If it is not clear, based on a preponderance of the evidence before the treasurer at the time of the claim that the claimant is entitled to disbursement of the funds, the treasurer shall segregate the funds into a separate, interest-bearing account and shall notify the claimant of such action within 10 days. A claimant affected by this action may appeal within 20 days after receiving notice thereof to the district, municipal or superior court in the county in which the city, town or district is located. The claimant shall have a trial de novo. A party adversely affected by a decree or order of the district, municipal or superior court may appeal to the appeals court or the supreme judicial court within 20 days from the date of the decree.

If the validity of the claim shall be determined in favor of the claimant or another party, the treasurer shall disburse funds in accordance with the order of the court, including interest accrued. If the validity of the claim is determined to be not in favor of the claimant or another party or if the treasurer does not receive notice that an appeal has been filed within one 1 year from the date the claimant was notified that funds were being withheld, then the funds, plus accrued interest, shall escheat to the city, town or district in the manner provided in this section. If the claimant is domiciled in another state or country and the city, town or district determines that there is no reasonable assurance that the claimant will actually receive the payment provided for in this section in substantially full value, the superior court, in its discretion or upon a petition by the city, town or district, may order that the city, town or district retain the funds.

Or to do or act on anything thereon.

(Requested by the Selectboard)

Majority vote required

Recommendation:

Selectboard:

Insert 0-0-0

Recommend 0-0-0

Finance Committee -

SUMMARY: Under current law unclaimed or abandoned funds must be turned over to the Commonwealth of Massachusetts after a period. The acceptance of this enabling legislation would allow the Town to retain these funds after proper notice and process.

ARTICLE NO. 17 – TOWN BYLAW AMENDMENT FOR THE NATURAL RESOURCES ADVISORY BOARD:

Black pre-existing language in Wellfleet's Zoning Bylaws
Strikethrough is where a deletion is being made in the current language
Bold is additions to the language

To see if the town will vote to amend the following general bylaw and insert it into the Town Code, as follows:

To create a Natural Resources Advisory Board of three **to five members and an alternate** to be appointed by the Selectboard for three year overlapping terms, to be assisted by the ~~Harbormaster, the Shellfish Warden, the Health/Conservation Officer~~ **Selectboard, Town Administrator, Town Officials and Town Boards as needed** ~~as directed by the Town Administrator.~~ The Board to have such duties as the Selectboard may specify but including the following

1. The creation of a Harbor Management Plan **and a Ponds Management Plan, each on roughly a ten-year cycle.**
2. ~~Work with the Town and Town committees for follow-up to implement the Harbor & Ponds plans.~~ **Work with the Town and Town committees for follow-up to implement the Harbor & Ponds plans.**
3. The identification of the natural resources within the Town of significant importance - -vistas, wildlife habitats, recreational open spaces, areas of special beauty, rarity, or historic interest, fauna and flora, especially endangered species, etc.-- and appropriate action as may be possible to preserve and protect these resources

(Requested by the Natural Resources Advisory Board)

Majority vote required

Recommendations:

Selectboard:

Insert 0-0-0

Recommend 0-0-0

Finance Committee –

SUMMARY:

ARTICLE NO. 18 – ZONING BYLAW AMENDMENT, COTTAGE COLONY

[Language needs to be inserted]

(Submitted by the Selectboard)

(Two-thirds vote required)

Recommendations:

Selectboard

Finance Committee

SUMMARY:

ARTICLE NO. 19 - ZONING BYAW AMENDMENT, COTTAGE COLONY

Black pre-existing language in Wellfleet's Zoning Bylaws

Black pre-existing language in Wellfleet's Zoning Bylaws

Strikethrough is where a delationion is being made in the current language

Red is additions to the language

ARTICLE XX Amending Wellfleet Zoning By-Laws, Cottage Colony

To see if the Town will amend the Wellfleet Zoning By-Laws by amending the Sections 2.1, 5.3 as follows:

2.1 DEFINITIONS

[Is hereby amended with the following definitions:]

Cottage Colony - A group of two or more detached dwellings located on the same lot **not within the NSP**, each containing one dwelling unit only which is designed for independent family living including cooking facilities. ~~and occupied on a seasonal basis only. Seasonal shall be defined as a period commencing April 1 of each calendar year and terminating November 30 of the same calendar year.~~ Each unit shall contain not less than 550 sq. ft. of floor area and not more than 768 sq. ft.

Cottage Colony NSP - A group of two or more detached dwellings located on the same lot **within the NSP**, each containing one dwelling unit only which is designed for independent family living including cooking facilities. **and occupied on a seasonal basis only. Seasonal shall be defined as a period commencing April 1 of each calendar year and terminating November 30 of the same calendar year.** Each unit shall contain not less than 550 sq. ft. of floor area and not more than 768 sq. ft

5.3. USE REGULATIONS

Table 5.3.1 is amended as follows: Insert "Cottage Colony NSP" following "Cottage Colony"

["P" is a permitted use. "O" – An excluded or prohibited use "A" is a use authorized under special permits.]

	CD	R1	R2	NSP	C	C2
Cottage Colony	O	A	A	O	A	A
Cottage Colony NSP	O	O	O	O	O	O

Summary: The size of dwellings within cottage colonies are ideal for housing that might be affordable to local residents and not be income restricted. That Wellfleet has functionally restricted approximately 10% of its housing stock to seasonal use only while we struggle to retain and develop year-round housing is counterproductive. This class of housing also tends to be of modest proportions. It thus commands a lower seasonal rent on the market, making it utterly unreasonable to be restricted to seasonal occupancy only. Wellfleet's year-round housing crisis is well documented. Wellfleet badly needs a more balanced blend of housing

options. From young people and families to seniors and well-paid professionals, finding and keeping a year-round rental is less and less possible. Businesses of all types and even the Town's departments struggle to find employees because of the high cost and lack of year-round housing. The housing crisis is impacting both residents and visitors as it is already affecting the Town's quality of life and economic sustainability.

ARTICLE 20 - ZONING BYLAW AMENDMENTS AFFORDABLE HOUSING LOTS

["6.27 Affordable Lots and Affordable Undersized Lots" is hereby inserted between "6.28 Provisions To Encourage The Development of Affordable Dwellings In Wellfleet" and "6.29 Fast Food & Formula Restaurant Prohibition"]

2.1 DEFINITIONS

[Is hereby amended with the following definitions inserted between Adult Video Store and Alteration]

Affordable Lot - A lot containing not less than 10,000 sq ft of contiguous upland area that otherwise does not meet the zoning requirements for a lot. A of a One Family Dwelling may be constructed upon as an affordable homeownership or affordable rental dwelling unit in perpetuity, or the maximum time period allowed by law, and shall be in compliance with 760 CMR 56.00 the Local Initiative Program (LIP) and meet the guidelines and standards promulgated thereunder by the Department of Housing and Community Development (DHCD) for inclusion in the DHCD Ch 40B Subsidized Housing Inventory as Local Action Units.

Affordable Undersized Lot - A lot containing less than 10,000 sq ft of contiguous upland area that otherwise does not meet the zoning requirements for a lot. A of a One Family Dwelling may be constructed upon as an affordable homeownership or affordable rental dwelling unit in perpetuity, or the maximum time period allowed by law, and shall be in compliance with 760 CMR 56.00 the Local Initiative Program (LIP) and meet the guidelines and standards promulgated thereunder by the Department of Housing and Community Development (DHCD) for inclusion in the DHCD Ch 40B Subsidized Housing Inventory as Local Action Units. An affordable undersized lot shall be subject to any conditions attached to a Special Permit issued by The Special Permit Granting Authority.

Contiguous Upland – any portion of property where upland is unintruded by other features

5.3. Use Regulations

Table 5.3.1 is amended as follows: Insert "Affordable Lot" and "Affordable Undersized Lot" before "Bed and Breakfast"

["P" is a permitted use. "A" is a use authorized under special permits.]

	CD	R1	R2	NSP	C	C2
Affordable Lot	P	P	P	O	P	P
Affordable Undersized Lot	A	A	A	O	A	A

5.4.1 is amended as follows:

5.4.1 Minimum Lot Requirements	CD	R1	R2	NSP	C	C2
Area (Square Feet)	20,000	30,000	40,000	3 Acres	40,000	30,000
Frontage (Feet)	125	135	135 ¹⁷	200	200	135

5.4.2 Minimum Yard Requirements	CD	R1	R2	NSP	C	C2	MSO
Front (Feet)	25	30	30 ¹⁸	50	100 ¹⁹	50 ^{20,21}	25 ²²
Side (Feet)	20	25	25	35	35	35 ^{23,24}	6
Rear (Feet)	25	30	30	35	35	35 ^{25,26}	15

6.27 Affordable Lots and Affordable Undersized Lots

6.271 Purpose: The purpose of this bylaw is to increase the supply of housing that is available and permanently affordable to low- or moderate-income households by allowing affordable dwellings to be built on otherwise non-complying lots, provided the lots meet the criteria listed herein.

6.272 Applicability - This bylaw applies shall apply to lots of record as of January 1, 2022 which do not meet the zoning requirements for a lot as determined by The Town. Any increase in tax assessment for an applicable lot shall only occur upon an issuance of a building permit for an affordable One Family Dwelling on that applicable lot.

Any Dwellings created under this bylaw shall as low or moderate income units for purposes of M.G.L. Ch. 40B sec. 20-23 and shall be in compliance with 760 CMR 56.00 the Local Initiative Program (LIP) and shall meet the guidelines and standards promulgated thereunder by the Department of Housing and Community Development (DHCD) for inclusion in the DHCD Ch 40B Subsidized Housing Inventory as Local Action Units.

6.273 The Building Inspector may allow construction of a One Family Dwelling, restricted by a Regulatory Agreement and/or Deed Rider, in an acceptable form, executed and recorded by the applicant, as an affordable homeownership or rental dwelling unit in perpetuity or the maximum time period allowed by law, on an eligible parcel of land that meets the following criteria:

1. Parcel is not within the National Seashore Park District.

2. Parcel has no existing dwelling unit
3. Parcel contains at least 10,000 square feet of contiguous upland area.
4. Parcel satisfies applicable Board of Health requirements.
5. Parcel satisfies applicable Town of Wellfleet's Conservation Commission Environmental Protection Regulations.
6. Parcel has a minimum of twenty (20) feet of frontage on a way previously approved by the Planning Board or a public way, having, in the opinion of the Planning Board, sufficient width, suitable grades and adequate construction to provide the needs of vehicular traffic. Lots without suitable frontage may be Permitted under this section if there is an adequate recorded access easement of at least twenty (20) feet in width from the lot to a previously way approved by the Planning Board or a public way, having, in the opinion of the Planning Board, sufficient width, suitable grades and adequate construction to provide the needs of vehicular traffic and emergency response apparatus.
7. The setbacks shall not be less than fifteen (15) feet. If a dwelling is built within twenty-five (25) feet of any other dwelling or principal structure a stockage type fence at least 6' in height shall be required by the Permit Granting Authority.
8. A applicant under this Section shall submit a site plan that depicts the dimensions and setbacks of the subject Parcel, and the existing setbacks of principal structures on the lots immediately adjacent to the subject lot must be shown on the plans.
9. A Parcel shall not be built upon if the Parcel; was purposely created, subject to a deed restriction or designated as an unbuildable lot as part of a subdivision open space or park, or by any other condition or agreement with the Town.
- 10.;
- 11.No part of any access driveway may be within fifteen (15) feet of a principal structure on an adjoining lot.
- 12.The Applicant submits a Regulatory Agreement and Affordable Housing Deed Rider, to be approved as to form by Town Counsel, that restricts the use of the dwelling unit to Low- or Moderate-Income housing in perpetuity, or the maximum time period allowed by law. Said Regulatory Agreement shall include an Affirmative Fair Marketing Plan that complies with DHCD's requirements for the selection of income-eligible tenants/occupants and shall identify a Monitoring Agent who shall be responsible for ensuring that any re-sales of units created under this bylaw shall be made to income-eligible purchasers and comply with the Affirmative Fair Marketing Plan and Affordable Housing Deed Rider. The Applicant shall work with the Town to provide any information necessary to ensure that units created under this bylaw are eligible for inclusion on the Subsidized Housing Inventory maintained by the DHCD as Local Action Units. No building permit (or no certificate of occupancy?) shall be issued until the Regulatory Agreement and Affordable Housing Deed Rider has been approved by Town Counsel, executed by all parties, and recorded at the registry of deeds and proof of such recording has been furnished to the Building Inspector.
- 13.

6.274 The Zoning Board of Appeals - As the Special Permit Granting Authority under this section The Zoning Board of Appeals, may grant a special permit to allow construction of a One Family Dwelling, to be restricted as an affordable homeownership or rental dwelling unit in perpetuity or the maximum time period allowed by law, on a lot less than 10,000 square feet of upland if:

1. The Board finds that such a reduction in minimum lot requirement would further the purposes of the bylaw without causing any undue nuisance, hazard or congestion in the Town or neighborhood.
2. All criteria outlined in section 6.28.B.3, except the minimum 10,000 square foot of upland requirement of 6.28.B.3, paragraph 3, must be met for Board of Appeals approval of a lot with an area under 10,000 square feet upland in size.
3. The Special Permit Granting Authority may impose reasonable conditions and restrictions on the special permit that, in the opinion of the Zoning Board of Appeals, are necessary or appropriate to carry out the intent and purposes of the bylaw and protect the health, safety, convenience, and general welfare of the inhabitants of the Town.

6.275 Transfer or Sale - The Permit Granting Authority under this section, shall allow the lot owner to transfer or to rent the constructed One Family Dwelling at an affordable price or rent per the applicable standards in Bylaw section 6.27.2, provided that the unit is restricted in such a way that future transference or leasing comply with the applicable affordability requirements in Bylaw section 6.27.2.

6.276 Affordability -

Affordability - No Building Permit or Certificate to Occupy shall be issued by the Building Inspector until the developer has demonstrated that all of the applicable requirements of 6.27 have been met.

6.27 10 Conflicts with other bylaws _ The provisions of this bylaw shall be considered supplemental to all other zoning bylaws. To the extent that a conflict exists between this bylaw and others, this bylaw, and the provisions therein, shall apply.

SUMMARY

This bylaw provides limited relief of zoning requirements to promote the development of otherwise unbuildable lots solely for the purpose of deed-restricted affordable single-family homes in perpetuity or the maximum allowable period by law. The relief granted is a reduction in the minimum lot size, frontage, and setbacks. There are a total of 18 parcels that have a high probability and 26 additional parcels where it may be applicable. These parcels are largely within neighborhoods of similarly sized lots. There is no increase in tax burden borne by the owner of one of these parcels until a building permit has been issued. This bylaw will only apply to pre-existing lots and will not be applicable new lots. 10,000 sq ft is the minimum allowed lot size for Title V septic systems. It is important to note that other issues could cause a lot to be functionally unbuildable such as the location of abutter's wells and septic systems. This is an opportunity for private parties to build a limited number of affordable units that would remain affordable in perpetuity.

ARTICLE NO. 21 – CAPITAL STABILIZATION FUND

To see if the town will vote to accept the provisions of G.L. c.40, S.5B for the purpose of establishing a Town Capital Improvement and Maintenance Fund; and to see if the Town will transfer from available funds a sum of money for said stabilization fund, or to do or act on anything thereto.

(Requested by the Selectboard)

(Majority vote required)

Recommendations:

Selectboard:

Insert 0-0-0

Recommend 0-0-0

Finance Committee –

SUMMARY:

SECTION VIII: STANDARD CLOSING ARTICLES

ARTICLE NO. 22 - OTHER BUSINESS:

To act on any other business that may legally come before the meeting.

(Requested by the Selectboard)

Majority Vote Required

Recommendations:

Selectboard:

Insert 0-0-0

Recommend 0-0-0

Finance Committee -

SPECIAL TOWN ELECTION WARRANT

Monday September ?? ,2022

The Commonwealth of Massachusetts

To either of the Constables in the Town of Wellfleet in the County of Barnstable:

GREETINGS:

In the name of the Commonwealth of Massachusetts you are hereby required to notify and warn the inhabitants of the Town of Wellfleet qualified to vote in Town Affairs, to meet at the **WELLFLEET SENIOR CENTER, 715 OLD KING'S HIGHWAY in Wellfleet on Monday the ?? day of September, 2022, between twelve o'clock noon and seven o'clock p.m.**, then and there to vote on the following questions:

Question 1: Shall the Town of Wellfleet be allowed to assess an additional \$???.00 in real and personal property taxes for the purpose of funding a new Human Resources Director position for the fiscal year beginning July 1st, two thousand and twenty-t?

Question 2: Shall the Town of Wellfleet be allowed to exempt from the provisions of Proposition 2½, so-called, the amounts required to pay for the bond issued in order to complete the acquisition of the property located at 80 State Highway, including all costs incidental and related thereto?

2022 SPECIAL TOWN MEETING WARRANT &

2022 SPECIAL TOWN ELECTION WARRANT

And you are hereby directed to serve these warrants by posting attested copies thereof, one in the Post Office in Wellfleet and one in the Post Office in South Wellfleet, fourteen (14) days at least before the date of said meetings.

Hereof fail not and make do return of these warrants with your doings thereon, to the Town Clerk, at the time and place of said meetings.

Given under our hands this ____ day of 2022.

Wellfleet Select Board

Ryan Derek Curley, Chair

Michael F. DeVasto, Vice Chair

Barbara Carboni, Member

Kathleen Bacon, Member

John A. Wolf, Clerk

Constable's Return of Service

I have served the foregoing warrants by posting attested copies thereof in the Post Office in Wellfleet and the Post Office in South Wellfleet and by delivering to the Town Administrator printed copies of the Warrant of a number not less than the number of registered voters in the Town on _____, which is at least seven (14) days before the date of said meeting, as within directed.

Date: _____

Constable: _____



SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: July 12, 2022

V

BUSINESS

~ K ~

REQUESTED BY:	Barbara Carboni ~ Board Member
DESIRED ACTION:	To review and possibly appoint board members as liaisons to specific boards of committees in the town of Wellfleet.
PROPOSED MOTION:	If a decision is made and a vote needs to be taken, a motion will be made at the time of the meeting.
Summary:	
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____

Town of Wellfleet Boards and Committees

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

* *Appointed by Moderator*

09/16/19



SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: July 12, 2022

VI

SELECTBOARD REPORTS:

Reported by:	Topic:



SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: July 12, 2022

VII

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 WELLFLEET MASSACHUSETTS 02667
Tel (508) 349-0300 Fax (508) 349-0305
www.wellfleet-ma.gov

To: Selectboard
From: Richard J. Waldo, Town Administrator
Cc: Rebekah Eldridge, Executive Assistant to Town Administrator
Subject: Department Update Report for the July 12, 2022, Select Board Meeting
Date: July 7, 2022

Administration

- Kudos to the Wellfleet Chamber of Commerce, Fire Department, Police Department, DPW, and all the participants on a successful Fourth of July Holiday Parade. The weekend was very busy, and the beach department put in a herculean effort managing requests for permits.
- I participated in a driving tour with Cape Cod National Seashore Superintendent, Brian Carlstrom, to discuss our valued collaboration across shared resources, pending and future capital projects, sensitive environmental areas, and our partnership on the Herring River Restoration Project.
- We have executed a contract to begin a Phase I Environmental Assessment on Maurice's campground, we expect to have a final report by the first week in August.
- Working on quarterly reporting for the Water Main Mass Works Grant and Close out the Mass Works FY22 Dredging Grant.
- Working with Elaine McIlroy on evaluating a consultant to update the Town's Housing Production Plan (Quotes were due on 6/23).
- The 95 Lawrence Community Engagement was successful on 6/27 and we are preparing for the 40B ZBA hearings with all the stakeholders starting July 14th.

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.
- 80 State Highway Route 6 – Maurice's Campground – Assessment Report Narrative complete. Awaiting any Selectboard Comments.

Community Services

Beach Program

- Between 6/25 and 7/4/2022

Sales at Beach Office: \$166,115
Beach Fire Permits issued: 126
White Crest Parking: \$25,500

- The Long Pond raft will not be in place for 2022 because in 2020 and 2021 there were multiple instances of behavior on the raft that were a danger to other swimmers and because the local Canada Geese use it for a portable toilet which requires a Hazmat team clean up.

Council on Aging

- Interviews for a new Outreach Coordinator will take place on July 6th and 7th
- Maryann's Café is busily serving our year round people as well as the returning snowbirds

Social and Human Services

- Applications for Preschool Vouchers are on the Town website
- The Social and Human Services Committee will review agency applications for grant funding in early August

Harbormaster

- Dredging bid opening
- Fuel tank bid posting
- ACE permit wrap up
- Operate a Marina in July!

Health/Conservation

- On Vacation

Fire

- Paramedic Bill Blake has successfully completed his required clinical and field observation time and is in the final stage of being authorized to practice as a full paramedic. FF/Paramedic Erica Powell will be resuming her training at the Massachusetts Fire Academy to gain her Firefighter I/II certifications.
- We are completing the design and specifications for the new Ambulance 98 as approved at the Annual Town Meeting.
- Lt. Shawn Clark and Lt. Justin Kinshaw will be collaborating with the group Cape Cod Ocean Community to provide several "Stop the Bleed" and CPR classes to members of the public.

Library

- I have drafted, and the Board of Trustees have approved, a new Collection Development Policy which just went into effect. This policy is required by the State Board of Library Commissioners and it accomplishes several things. It stresses our mission as a public library. It details how we determine what items belong in our collection. It describes the life-cycle of an item (eventually we deaccession items if they become outdated or are not used, etc.), and it gives the public a form for a Request for Reconsideration of an item. During a time where intellectual freedom is under attack at so many libraries, we felt it was important to have a fresh policy. There are thousands of items in our collection - something for everyone. If you do not visit the Library - please come check out what we have! Our new Collection Development Policy is on our website and can be accessed [HERE](#)

- As travel has finally become popular again, we purchased many new travel guides in the past few months. We waited until this week to order the new ones that are coming out in July, and later in the year. They should be arriving shortly. Having so many new travel guides has been wildly successful. We look forward to the next batch arriving.
- We just subscribed to Booklist online. This popular periodical (where you can find your next read) has been part of our collection for years. Now you can access it directly from our homepage here: <https://www.bookpage.com/wellfleetlibrary/>

Police

- Officer Michael Allen asked back in the winter if he could apply for a state grant to get a new Portable Breath Test Machine for our cruisers. This equipment is utilized in the field with calls dealing with alcohol. The current machines are aging and will eventually need replacement. Officer Allen applied for the grant and last Friday was notified that the department will be awarded the equipment. I want to recognize the initiative and hard work on the grant application from Officer Allen assisting to obtain needed new equipment without using town funds.
- Thank you to the public safety departments (Police, Fire & DPW) who worked collaboratively behind the scenes to pull off a successful July 4th parade. The departments pulled together with all our staff to safely run the event and move the parade throughout town without any issues.
- After a very busy and record setting July 4th weekend on the ocean side beaches, the department will continue to have ATV beach patrols on Saturday and Sunday (if staffing available) for the remainder of the summer through Labor Day weekend. We are continuing to expect a record setting season of busses and ride shares on Ocean View Drive. It is my opinion come September the town needs to take a serious look at these beach issues along with attainable goals/objectives moving forward for the 2023 summer season.

Public Works

- Assisted with setting up bandstand, signs and barricades for the 4th of July Parade. Thank you to Don Bragdon, Ryan Williams and Jake Delano for working the event.
- DPW is busy into the summer season with increased trips of hauling our MSW to Zero Waste
- Over the next two weeks, we will be assisting other departments in Town with their summer operations as well as maintaining roadside brushing and ground maintenance of our facilities.

Recreation

- The recently renovated tennis and pickleball courts have been enthusiastically appreciated by the public, as courts are busy all day. The Department is receiving many compliments from players about the quality of the courts.
- Several parents that are teachers have volunteered to work as counselors in the summer morning recreation to augment a shortage of staff in the program and enable the

Department to accommodate more resident participants. They shared with us a desire to give back to a program their children have benefited from for so long.

- The tupelo trees which were recently planted to replace the autumn olive shrubs next to the skateboard park are a welcomed addition to the area.

Shellfish Department

- Last week, Johnny Clam dug close to 15,000 littleneck clams from our 2018 clam runs, which we distributed to the Indian Neck Recreational Only area, along with close to 40,000 of our oyster seed from last year, most of which had reached the legal three-inch harvest size. We made sure that there were plenty of shellfish for recreational shellfishermen to harvest for the holiday weekend.
- On the Sunday of July 4th weekend, 135 recreational shellfishermen descended on Indian Neck and harvested more than seven bushels of quahogs and more than 15 bushels of oysters in one tide! There was one written seed warning issued.
- With the help of a core group of volunteers we call “Johnny Clam’s Crew,” we distributed 120,000 contaminated quahogs from the Taunton River into a 1.5-acre area of the Herring River, which according to the state-run program must be closed as a spawning sanctuary until mid-March of 2024. Thanks also to the DPW for letting us commandeer a dump truck for the three days of trips to Fall River.
- We had T-shirts made for Johnny Clam’s Crew with our department logo and “Johnny Clam’s Crew” on them. We handed them out last week to much delight! It is the least we can do for the countless hours of free labor that they have provided to the Department and the Town over the last few years.
- According to our spreadsheets, the Shellfish Department’s final accounting for FY22 is as follows:
 - Wages and Salaries: \$5,668.49 left
 - Operating Expenses: \$2,351.84 left
 - Aquaculture Gear: \$2.91 left
 - Revolving Fund for Propagation (\$65,000 approved to spend): \$65.37 left
- Given the Town’s financial situation, we tried hard this year to conserve expenses by cutting staff time allocations and tightening our belt on supplies in the hopes of supporting the Town’s overall austerity position. While we know the remaining amounts on Wages and Operating Expenses are small, we are still happy to be able to give the rest back to Free Cash this year when the Town really needs it.
- Assistant Shellfish Constable for Propagation Johnny Clam Mankevetch did an interview with WCVB-TV’s “Chronicle” for a feature on our shell recycling program with Mass. Oyster Project as part of an environmental show they are putting together. The show will air on Wednesday, July 20, at 7:30 p.m. on Channel 5 (ABC).
- Finally, a HUGE THANKS to the Beach Department staff for working long hours when they were short staffed in order to process the recreational shellfishing permits in the huge queue leading up to the holiday weekend. They are tireless and good-natured in spite of the negativity they deal with every day at the window.

To: Chief Michael Hurley

From: Lieutenant Kevin M. LaRocco

Date: July 05, 2022

Subject: July 4th weekend update on Cahoon Hollow Beach

Chief,

As expected, we had large crowds this fourth of July weekend at Cahoon Hollow Beach. The rain Saturday morning kept crowds smaller, but Sunday was an overall record number of beachgoers and buses. We utilized 4 Officers directing traffic and 6 Officers on ATV's each day Saturday, Sunday & Monday. This made it safe for our officers to perform their duties and effectively take action when needed.

The buses this year grew to record numbers, we saw just over 100 buses drop off at the top of the hill at Cahoon Hollow. This number does not include the hundreds of taxis and Ubers (I would estimate over 500). We came up with a successful drop off area that kept traffic manageable and moving.

On Friday & Saturday it was busy, but the crowds were manageable. Several intoxicated subjects were located and were released or ask to leave with a responsible party. One subject was taken into custody for being highly intoxicated and we were unable to locate a responsible party.

Sunday was the busiest we have ever seen at Cahoon Hollow with just over 50 buses alone. Sunday morning, we did have bumper to bumper traffic from the Beachcomber to Whitecrest Beach parking lot. Starting at 7 am It took three officers and two and half hours to clear this traffic. Later in the day it became difficult to drivel the ATVs on the beach due to high tide and large crowds.

Sunday afternoon we became very busy, with a report of a possible fight in the parking lot in front of Cahoon Hollow, but by the time officers arrived it had been broken up and the subjects dispersed. Detective Daley found one female that was intoxicated and fainted on OVD, rescue was called for this subject. National Park Service rangers on an ATV located an intoxicated male having a disturbance with his girlfriend at the top of Cahoon Hollow Road. Both parties were intoxicated, separated, and passed off to sober people. Over ten individuals were located urinating in the woods on OVD/ Cahoon Hollow Road, these subjects were identified, warned, and documented.

Over the course of the weekend, we took one subject in custody due to intoxication. Several other intoxicated subjects were found and given back to someone sober and requested to take them home. We assisted 2 subjects with first aid on the beach. One subject was removed for urinating on the beach

Besides the Cahoon Hollow issues, Our Officers were very busy, we had 100 plus calls for service from Friday – Monday 7/4 involving several disturbances, intoxicated subjects, motor vehicle crashes, along with a couple of arrests.

The outcome and the way our officers handled this weekend was exceptional.

As we move forward, I believe Saturdays through the summer will be our busiest day and bus drop off will continue to be at record numbers this year.

Respectfully submitted,

Lieutenant Kevin M. LaRocco



Wellfleet Fire Department



10 Lawrence Road, Wellfleet, MA 02667

Richard J. Pauley, Jr.
Fire Chief

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

TO: Selectboard
THRU: Richard Waldo, Town Administrator
FROM: Chief Pauley
RE: *Fire – Rescue Activity July 1 – 4, 2022*
DATE: July 5, 2022

The following is a summary of the Fire Department's activity from July 1st at 12:00 AM through July 5th at 2:00 AM.

The Fire Department responded to a total of thirty-eight (38) requests for assistance emergency related fire or Emergency Medical Service calls. In addition, we provided assistance with six (6) service/other calls, mostly walk-in blood pressure checks.

The emergency requests for assistance are broken down as follows:

- 20 Ambulance/Emergency Medical Service calls
- 12 Fire related calls
- 6 Service calls

We required the assistance of one (1) mutual aid ambulance on Friday as the entire on duty crew was unavailable committed to other responses. On six (6) occasions we had two (2) simultaneous calls and on one (1) occasion we had three (3) simultaneous calls.

On Friday, 1st we received information that a significant number of young people were planning a large bonfire at Newcomb Hollow Beach around 9:00 PM that night. It should be noted that earlier in the week there was a large bonfire there with the remains of burned pallets and trash found the next morning. We monitored all four (4) oceanside beaches from approximately 8:30 PM to 11:30 PM with a roving patrol. At approximately 9:15 PM we made contact with a large group (approximately 50 or more) of high school/college age individuals with two (2) pickup truck loads of pallets. We seized one (1) truck load of pallets, advised of the rules and regulations and informed them if they did not comply with the rules/regulations, Wellfleet Police and the NPS Rangers would be called to respond. They were respectful and cooperative, and, opted to move elsewhere, out of Wellfleet.

TO: Selectboard
RE: Fire-Rescue Activity July 1-4, 2022

July 5, 2022
Page 2

On Saturday and Sunday we worked closely with the Wellfleet Police Department and other law enforcement agencies to monitor the crowds and activity at Cahoon Hollow Beach. Other than the very large crowd numbers and considerable traffic issues on Ocean View Drive, the Fire Department had no emergency related activity on the Beach.

Throughout the entire weekend, we added a minimum of one (1) extra Firefighter Paramedic/EMT per shift to better handle the call volume.

On Monday we participated in the Chamber of Commerce's Annual July 4th Parade as we have in the past, with Engine 94, Ambulance 99 and Car 81. It was very refreshing to resume the Parade after a two (2) year hiatus and this Department received several words of praise and acknowledgement.

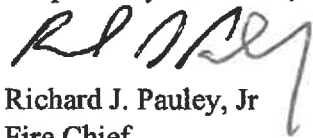
Throughout the weekend only one piece of equipment remained out of service, Engine 95.

In conclusion, we had a very busy but successful and safe July 4th weekend. However, respectfully, again, we were taxed and short of staff. The public safety (Police, Fire/Rescue, DPW, etc.) costs to staff and support the large volume of people/visitors and activity on Cahoon Hollow Beach are significant. I would ask that the Selectboard examine how we may be able to recover some or all of those costs, whether it be "drop off" fee from each bus rider, entrance fee to the beach or some other mechanism. It is not fair to the taxpayer to be required to absorb the costs of providing these services, particularly as the vast majority of the beach goers are not Town residents, but, in fact daytime visitors.

I am attaching a partial summary of the emergency incidents we responded to over the weekend.


As always, should you have any questions of need additional information, please don't hesitate to contact me.

Respectfully submitted,




Richard J. Pauley, Jr
Fire Chief


p/c: Chief Michael Hurley, Wellfleet Police
Ms. Suzanne Thomas, Community Services Director
Mr. Jay Norton, Department of Public Works


 **WELFD - FDALARM Local - ALARMS
SOUNDING - NO SMOKE/FIRE**
50 NEWCOMB HILL ROAD, WELLFLEET
07:56:17AM on 07-02-2022


 **WELFD - FDMedical - KNEE PAIN - BELIEVES
ITS A BROKEN KNEE**
31 SQUIRE'S POND LANE, WELLFLEET
01:29:58AM on 07-02-2022


 **WELFD - FDBrush Fire Minor - POSS BWOP**
BOUND BROOK ISLAND ROAD, WELLFLEET
09:45:12PM on 07-01-2022

 **WELFD - FDMedical - HEAD LAC - BOOKING**
36 GROSS HILL ROAD, WELLFLEET -
WELLFLEET POLICE DEPARTMENT
08:11:01PM on 07-01-2022


 **WELFD - FDMedical - ALT MENT SLURRED
SPEECH - 80SF**
2238 ROUTE 6, WELLFLEET - SHEPLEY WOOD
PRODUCTS
02:52:05PM on 07-01-2022

 **WELFD - FDMedical - SYNCOPE**
1120 CAHOON HOLLOW ROAD, WELLFLEET -
WELLFLEET BEACHCOMBER
01:05:32PM on 07-01-2022


 **WELFD - FDMedical - FALL WITH LEG
INJURY - 67F**
81 E COMMERCIAL, WELLFLEET - UNCLE
TIMS BRIDGE
11:39:46AM on 07-01-2022

 **WELFD - FDMedical - FALL FROM
SKATEBOARD - WRIST INJURY**
70 KENDRICK AVENUE, WELLFLEET
11:11:43AM on 07-01-2022


 **WELFD - FDWires/Poles/Transformers -
TRANSFORMER SMOKING - WAS ON FIRE**
110 ATLANTIC AVENUE, WELLFLEET
11:22:10AM on 07-03-2022


 **WELFD - FDGas Odor Natural/Propane -
INSIDE**
165 OLD LONG POND ROAD, WELLFLEET
10:27:38AM on 07-03-2022

 **WELFD - FDSERVICE Call - UNKNOWN**
1120 CAHOON HOLLOW ROAD, WELLFLEET -
WELLFLEET BEACHCOMBER
08:55:06AM on 07-03-2022

 **WELFD - FDMedical - SYNCOPE - 19 F**
70 MAIN STREET, WELLFLEET
08:03:08AM on 07-03-2022

 **WELFD - FDALARM Local - NO SMOKE OR
FIRE**
33 WEST MAIN STREET, WELLFLEET
01:49:32AM on 07-03-2022

 **WELFD - FDMedical - UNCONTROLLED LEG
BLEED - VERICOSEE VEIN**
210 WEST ROAD, WELLFLEET - APT D21
12:22:04AM on 07-03-2022

 **WELFD - FDMedical - FALL EVAL - INSIDE
THE CINEMA**
51 ROUTE 6, WELLFLEET - WELLFLEET
CINEMAS
04:00:38PM on 07-02-2022

 **WELFD - FDInvestigation - STRUCTURAL
DAMAGE TO THE HOUSE FROM CAR
BACKING INTO DECK**
55 FORREST ROAD, WELLFLEET
02:53:17PM on 07-02-2022


 **WELFD - FDSERVICE Call - ASSIST WITH
DETECTOR**
1025 CHEQUESSETT NECK ROAD, WELLFLEET
12:59:06PM on 07-02-2022


 **WELFD - FDMVA Unknown Injury - MINOR
MVA 2 CARS**
, Barnstable
10:57:18AM on 07-02-2022


 **WELFD - FDMedical - PARTY COLLAPSED -
BREATHING CONSCIOUS**
15 LECOUNT HOLLOW, WELLFLEET - PB
BOULANGERIE BISTRO
08:38:37AM on 07-02-2022


 **WELFD - FDMedical - POSS CVA - 73 M**
402 WILSON AVENUE, WELLFLEET
08:20:53AM on 07-02-2022


2

 **WELFD - FDMedical - COND 11 - 35 YO F**
1520 BAKER AVENUE, WELLFLEET - APT D
01:26:50AM on 07-05-2022


 **WELFD - FDMedical - VOMMITTING - COND 19**
65 ROSE LANE, WELLFLEET
06:17:25PM on 07-04-2022


 **WELFD - FDMedical - P3 HAND LAC - IN LOBBY**
10 LAWRENCE ROAD, WELLFLEET -
WELLFLEET FIRE DEPARTMENT
01:16:14PM on 07-04-2022

 **WELFD - FDMedical - CHEST PAIN**
10 LAWRENCE ROAD, WELLFLEET -
WELLFLEET FIRE DEPARTMENT
08:49:33AM on 07-04-2022

 **WELFD - FDMedical - SYNCOPE - 9 F**
35 KINCAID STREET, WELLFLEET
12:58:33AM on 07-04-2022

 **WELFD - FDInvestigation - SMELL OF SMOKE IN THE AREA**
2123 OLD KINGS HIGHWAY, WELLFLEET
12:36:12AM on 07-04-2022


 **WELFD - FDMedical - COND 11 - PANIC ATTACK**
2586 ROUTE 6, WELLFLEET - CUMBERLAND FARMS
06:19:25PM on 07-03-2022

 **WELFD - FDMedical - SYNCOPE**
800 OCEAN VIEW DRIVE, WELLFLEET
05:01:57PM on 07-03-2022

 **WELFD - FDSERVICE Call - SECURE LANDING ZONE FOR MED FLIGHT**
99 MARCONI STATION ROAD, WELLFLEET -
NPS HEADQUARTERS MARCONI
04:36:52PM on 07-03-2022

 **WELFD - FDMedical - FOOT LAC - 10 M**
10 CHEQUESSETT NECK ROAD, WELLFLEET
04:29:56PM on 07-03-2022

 **WELFD - FDWalk-In - RUN CARD THROUGH BP CHECK**
10 LAWRENCE ROAD, WELLFLEET -
WELLFLEET FIRE DEPARTMENT
02:08:41PM on 07-03-2022

 **WELFD - FDMedical - FALL FROM BICYCLE - HEAD STRIKE**
, WELLFLEET - CCRT 21.2
12:12:11PM on 07-03-2022



SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: July 12, 2022

VIII

TOPICS FOR FUTURE DISCUSSION

- **The Selectboard will discuss a list of current items that are outstanding**



SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: July 12, 2022

IX

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: July 12, 2022

X

VACANCY REPORTS

*****Please see the packet for full report*****

**Wellfleet Selectboard
Virtual Meeting ~ Zoom
Tuesday November 2, 2021; 7pm
Meeting Minutes**

Members Present: Ryan Curley, Chair; Michael DeVasto, Vice Chair; Janet Reinhart, Helen Miranda Wilson, John Wolf

Others Present: Charlie Sumner, Town Administrator; Rebekah Eldridge, Executive Assistant; Nancy Vail, Town Assessor; Curt Felix, Wastewater Committee Chair; Scott Horsley, Consultant; Andrew Gottlieb, Water protection Agency; Fred Magee, Chair of the Finance Committee; Kathy Granlund, Vice Chair of the Finance Committee; Hillary Greenberg-Lemos, Health and Conservation Agent; Brian Baumgaertel, Cape Cod Commission, Erin Perry, Mass tech, Kathleen Bacon, Wellfleet Resident; Nancy Civetta, Shellfish Constable.

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. *****

Reinhart reminded the board that beginning next week the board had previously voted to move the meetings back to 6pm due to daylight savings.

II. Consent Agenda Approval without objection is required for the following items.

There were no items to consider for the consent agenda.

III. Public Hearings

FY2022 Tax Rate Classification Public Hearing, Discussion and Vote

Vail went through her memo with the Board discussing the tax burden to the residents. She explained the board needs to decide and vote to retain the single tax rate or shift more of a burden to the commercial businesses.

Chair Curley Moved; Board Member Wilson Seconded; and it was voted to retain the single tax rate to make the residential factor the numeral 1 for fiscal year 2022.

Roll Call Vote: 5-0

They moved onto the residential exemptions. There was discussion on the order the board would like to go in. Option 2 is an open space exemption. Vail explained what Open Space exemption meant and what it entails.

Chair Curley Moved; Board Member Reinhart Seconded; and it was voted not to have an open space exemption for fiscal year 2022.

Roll Call Vote: 5-0

Vail moved on to Small Business exemption, she again explained what this exemption was.

Chair Curley Moved; Board Member Seconded; and it was voted to not have a small business exemption for fiscal year 2022.

Roll Call Vote: 5-0

Vail moved onto the residential tax exemption for the residents who are domiciled in the town of Wellfleet (**Board Member Wolf recused himself from this discussion**) Vail gave a full description of this exemption and how it works. She included the Selectboard vote for fiscal year 2021 to help the board better understand what they would be voting for fiscal year 2022. She explained what the new figures would be for fiscal year 2022. The board discussed this exemption and the benefits of this to the residents of Wellfleet. 17% of the town's residential properties are domicile and 83% are seasonal. Chair Curley asked Sumner to speak to the town finances, Sumer gave a brief update on the town's funds. Granlund asked Sumner if a short-term borrowing loan would be needed. Sumner stated yes, he believes this will be necessary.

Chair Curley Moved; Board Member Reinhart Seconded; and it was voted to set the Wellfleet Residential Tax exemption in the amount of 25% of the average assessment for the entire residential class for the fiscal year of 2022.

Roll Call Vote: 3-1 (Wilson voted no)

Chair Curley asked Sumner to give a brief update on the town finances. Sumner explained that they are working on setting the tax rate for the town of Wellfleet. He explained they would need a special town meeting in December. He spoke to the work that Lisa Souve and Mary McIsaac are doing. He stated the Department of Revenue was in the town hall today and working with the financial staff to go through the issues of the town. He explained the spending plan that was approved at the June 26th town meeting exceeded the towns' ability to afford what was approved. He stated they will not be able to set a tax rate until the current financial issues are resolved.

Sumner ended his conversation with the board that he has hired a new finance team member due to an employee being out on medical leave and he has full confidence in the team to get things done.

Chair Curley closed the public hearing and moved on to the next agenda item.

Board Member Wilson left the meeting at 8:15pm

IV. Business- Wastewater Planning

- ***Financing***
- Status of 2021 Annual Town Meeting Articles
- Public Participation Components
- Town Planning Process
- Treatments per Sub embayment
- Review of Draft Targeted Watershed Plan
- Impact of Sea Level Rise

The Board discussed the above items at great length. Horsley had a slide show presentation for the board and public. He explained each slide in detail.

Horsley spoke to the board walking them through this on-screen presentation. He spoke first about the finding for wastewater and stated that they believed the short-term rental taxes could be used to help with the wastewater project. He continued stating the Cape & Islands Water protection fund could be applied for once a septic/wastewater plan was approved.

Gottlieb gave more details on the wastewater planning and how loans would work, and grants would work.

Horsley continued discussing money that could be used for funding, he stated that a stabilization fund could be set up.

The board discussed Sewer Assessments in great length. There were members of the finance committee on the meeting and had questions on how this would work and to support the town in not spending money they don't have. Granlund spoke about prioritizing the needs of the town. They discussed the grant program offered by the state to reimburse homeowners for installing a new innovative septic system.

Granlund questioned Lemos if the money that was allocated for new Innovative Septic Systems has been used yet. Lemos explained that no money has been used yet and explained that the homeowners need to pay for the system up front and then submit receipts to be refunded for the purchase.

The board discussed with the group the cost of the systems and the need to get the IA systems in the ground.

Perry spoke to the board discussing performance monitoring and the ability to keep the public involved and updated on the process of these system. She discussed strategies with the town, developing public outreach of the wastewater plan with the Wellfleet Community.

Baumgeartel spoke to the board stating he would be more than willing to assist the town with the transition of these systems and answer any questions regarding the public outreach strategy.

Chair Curley Moved; Board Member DeVasto Seconded; and it was voted to request the assistant of the Cape Cod Commission and Mass Tech to develop and implement the town's wastewater planning, public engagement process and to help facilitate it.

Roll Call Vote: 4-0

Chair Curley Moved; Board Member Wolf Seconded; and it was voted that any presentation of Wellfleet's Wastewater Plan be made with the approval of the Selectboard and shall be made by town staff and those otherwise employed by the town.

Felix expressed his confusion with the vote stating that the Wastewater Committee has always hosted and discussed meetings and was questioning the reason for change. There was discussion with the board and wastewater committee about why town staff needs to be hosting any meetings going forward.

The discussion continued, DeVasto stated he didn't want to cut the Wastewater committee out of the presentations but agreed the Selectboard should be involved throughout this process. He asked the board if they could revise the motion.

Wolf agreed with DeVasto.

Chair Curley agreed to revise the motion.

Chair Curley Moved, Board Member DeVasto Seconded; and it was voted that any presentation of Wellfleet's Wastewater Plan be made with the approval of the Wellfleet Selectboard, and shall be made by the town staff, those otherwise employed by the town and the Wastewater Advisory Committee.

Lemos suggested to have this discussion until Sumner could be present at the meeting to help find a realistic path moving forward.

Felix continued the conversation and stated his committee works for the selectboard and they will continue to do their due diligence.

After much discussion the board agreed to take no action.

NO ACTION WAS TAKEN

Chair Curley moved on to the town planning process.

Horsley moved onto the sub abatements. He shared his screen again with the board and continued his presentation. He explained with graphs and maps how the compliance would work.

The group discussed how this would work and went slide by slide, Horsley explaining each slide in detail.

They discussed shellfish and the affect this might have Civetta discussed with the board the slides that Horsley was presenting. She stated there is nothing new happening this is just a projection of the future. Horsley stated he was aware that predicting the growth of shellfish 20 years from now is almost impossible, but they are trying to make educated projections.

Horsley's slide show moved throughout Wellfleet and how the wastewater would affect the town and the shellfish in the town.

V. Topics for Future Discussion

VI. Future Meetings

VII. Adjournment

Chair Curley Moved; Board Member Reinhart Seconded; and it was voted to adjourn.

Meeting adjourned 10:40pm

***Wellfleet Selectboard
In-Person/Hybrid Meeting
Tuesday May 24, 2022; 7pm
Meeting Minutes***

Members Present: Ryan Curley, Chair; Helen Miranda Wilson, John Wolf, Barbara Carboni

Members Absent: Michael DeVasto

Others Present: Charlie Sumner, Town Administrator; Rebekah Eldridge, Executive Assistant; Michael Hurley, Police Chief; Trudy Vermehren, owner Fox & Crow Restaurant; Nancy Civetta, Shellfish Constable; Lisa Dexter, Grant owner; Keith Rose, grant owner; James Gray, Grant Owner; Vanessa Rose, Keith Rose's daughter and plans to take the grant over; William Young Jr., Shellfisherman; Richard Blakely, Shellfisherman; Rick Sawyer, ARC representative; Berta Bruinooge, grant owner; Kathleen Bacon, Resident; Barbara Austin, Resident; Rebecca Taylor, Chair of the Shellfish Advisory Board; Alfred Pickard, shellfisherman; Stephen Pickard, Resident/shellfisherman; Daniel Murray, Wellfleet Beachcomber

Chair Curley called the meeting to order at 7:10pm

I. *Announcements, Open Session and Public Comments*

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

Chief Hurley spoke to the board, stating that the animal officer Desmond Keough is resigning and moving full time to the town of Eastham.

II. *Use of Town Property*

A. Rebecca Arnoldi ~ Use of various beaches and spots throughout Wellfleet ~ She will report her meetings with recreation and beach departments.

NO Action was taken as Arnoldi wasn't on the meeting.

B. Scott Francis ~ Challenger Sports ~ Baker's Field ~ 6/27/22 – 7/1/22 (3:30pm – 7:30pm) & 8/22/22 – 8/26/22 (9am – 12pm)

Francis wasn't at the meeting to speak to his agenda item.

No Action was taken.

III. *Licenses*

A. Fox & Crow ~ Application received May 6, 2022, from The Fox and Crow Inc.; Trudy Vermehren owner 6 Commercial Street, Wellfleet MA, to transfer the Annual all Alcoholic Restaurant License, Common Victualer License and Annual Business License from 6 Commercial Street Wellfleet, MA; to 70 Main Street Wellfleet, MA.

Vermehren spoke to the board stating that this will be a dual license that they are going to run together with the approval of the board. She is requesting to move into that save and move into the space she stated

Chair Curley Moved; Board Member Wilson Seconded; and it was voted to approve the amendment filed May 6, 2022, to the Fox & Crow Inc. annual

liquor license to change the address from 6 Commercial Street to 70 Main Street.

Roll Call Vote: 4-0.

- B.** Fitzgerald Hill LLC, Grant Hester & John O'Toole ~ owners of 70 Main Street location ~ alteration of premise and amending liquor license to allow Fox & Crow to operate at that location. He explained that everything else will remain the same just the lay out of the restaurant will be done to accommodate The Fox & Crow. **Chair Curley Moved; Board Member Wilson Seconded and it was voted to approve the amendment filed May 6, 2022; to Fitzgerald Hill LLC, Grant Hester and John O'Toole to amend all annual liquor license to alter the premise to accommodate the Fox & Crow Inc.**

Roll Call Vote: 4-0

- C.** The Wellfleet Beachcomber ~ Todd E. LeBart, Mgr. requesting a tent license on the property.

LeBart was not at the meeting, but the board agreed this was something he had done in the past.

Murray, spoke to the board regarding the tent structure and stated it was the exact same tent they used in the previous year.

Chair Curley moved, Board Member Wilson Seconded; and it was voted to grant the license as drafted in the packet.

Roll Call Vote: 4-0

IV. *Business I*

- A.** Donation of 4 parcels of land from Guenther Back's estate to the Town of Wellfleet into the Care & Custody of the Conservation Commission ~ Tax Accessor Nancy Vail

Chair Curley explained this agenda item and spoke to the parcels that they are non-buildable.

Chair Curley Moved; Board Member Wolf Seconded; and it was voted to accept the four parcels of land donated from Guenther Back's estate to the Town of Wellfleet and to be transferred into the care and custody of the Conservation Commission.

Roll Call Vote: 4-0

- B.** COPS Grant ~ Chief Hurley

Chief Hurley spoke to the board about this stating that he would like to begin applying for grants for the board's approval.

Chief Hurley spoke to the grant that has come up with an opportunity to add staff and keep staff. He gave details on how this grant works.

Chair Curley Moved; Board Member Wolf Seconded and it was voted to authorize Chief Hurley to pursue the COPS grant.

Roll Call Vote: 4-0

- C.** 2022 Municipal Hazard Mitigation Plan ~ Chief Hurley

Chief Hurley spoke to the 2022 Hazard Mitigation plan he explained that this has been held off for a couple years due to the pandemic and the staff turnover. He stated that the Cape Cod Commission helped write this document and they are currently taking open comments from the public. He mentioned that the

grade 7 class at Nauset Middle School was looking at the plan as part of a class project. Wilson spoke to the board and Hurley about the shellfishermen in Wellfleet that need to be considered in this plan as if there is a severe weather event a grant could be destroyed, and the livelihood of these businesses could be damaged. The board discussed the plan with Chief Hurley and has some questions. He stated that this document was always being updated and changing as the environment changes.

Chair Curley asked the chief if there needed to be a vote for this plan. The Chief stated that there didn't need to be he just wanted to update the board of the progress that this plan was making with the Cape Cod Commission.

Chair Curley Moved; Board Member Wolf Seconded; and it was voted to approve the Draft Hazard Mitigation Plan.

Roll Call Vote: 4-0

V. *Public Hearings*

A. Beach Rules & Regulations Amendment – LeCount Hollow ~ DeVasto

Chair Curley Opened the Beach Rules and regulations 7:37pm

Chair Curley spoke to the board and the public stating that there is an amendment to make one of the LeCount Hollow only open to the residents and nonresident taxpayers of Wellfleet.

Wilson spoke to the board to keep that beach open to the public.

Chair Curley Moved; Board Member Carboni Seconded; and it was voted to approve the amended beach regulations as drafted.

Motion Fails: 2-2

Chair Curley Opened the public hearing for all shellfish hearings. 7:42pm

Civetta spoke to the board and introduced to the board and public what she was presenting. She explained what a low productivity means and explained that a grant needs to be produce at least \$1000.00 a year.

She continued giving updates on the grants and how explained that before her being the Shellfish constable grants were not being regularly inspected and the job of the Shellfish Department is to follow the rules and regulations of the town and the state. She explained how she is continuing to do her job and do it to the best of her ability. Civetta continued explaining that before this, she and her staff have worked together with the grant owners to resolve issues with grant owners and the items tonight were not able to resolve those.

Chair Curley stated his concerns with the items listed in the packet explaining that he asked for specific items and he stated Civetta did not receive them. The motives of the constable were questioned, and the new shellfish regulations being written.

Wilson spoke on behalf of Civetta speaking to her ability to keep impeccable records, stating that they were never such decent records before Civetta becoming the Constable.

Lisa Dexter, Resident Keith Rose grant owners spoke to all the grants stating it is unfair to take local grants away.

B. Shellfish S 7.12, 7.12.2, 7.13.3 Minimum Productivity Appeal ~ James Gray and Allison Gray, Wellfleet, MA, for license #7312 consisting of 0.5 acres on Old Wharf Road.

Gray spoke to his grant and stated he had a medical procedure and was unable to tend his grant. He stated that he wasn't contesting.

Chair Curley asked if Gray would be amendable to some stipulations regarding his license.

Civetta spoke to this grant and explained in detail what minimum productivity. She explained her position as Shellfish Constable and explained her memos for each hearing for tonight. She stressed that she wants this industry to succeed but her job is to make sure they follow the rules and regulations.

A new hearing will be posted for June 7, 2022, at 7pm.

Chair Curley stated he would like to take no action on this grant. He listed some conditions for the grant to allow it to get up to minimum productivity.

CONDITIONS:

- 1. The license holders James & Allison Gray must provide proof of purchase for 30,000 of seed of any species (oyster/quahog or a combination of both)**
- 2. License holders provide written documentation signed by two or more hatcheries in the fact that there is no seed available, the period will be extended.**
- 3. By August 23, 2022, the license holders James & Allison Gray must provide proof of minimum investment of seed planted within the licensed area to the satisfaction of the Shellfish Constable. The License holders disagree with the shellfish constable's determination the licensees are able to appeal to the Selectboard.**
- 4. Any appeal of the shellfish constable's determination shall be filed within 14 working days and the board will hear the appeal within 21 days or less.**

Chair Curley stated the board needed to reissue a license for a five-year period. Civetta stated the board couldn't vote on this tonight as it was not advertised. It will be posted on for the June 7th hearing.

Chair Curley Moved; Board Member Wilson Seconded; and it was voted to continue tonight's hearing for grant license #7312 James & Allison Gray to June 7, 2022, at 7pm.

Roll Call Vote: 4-0

C. Shellfish S 7.12, 7.12.2, 7.13.3 Minimum Productivity Appeal ~ David Paine and Kristi Johns, Wellfleet, MA, for licenses #s 851, 863 and 861-B consisting of a total of 2.5 acres on Field Point

Civetta spoke to this grant, stating that there hasn't been much productivity and since the hearing was posted that there has been some productivity. Johns spoke to the board regarding why there hasn't been activity on the grant but stated this past year she has been on the grant. They both spoke to the board stating that they plan to attend this grant and be more productive and plant seed. Johns gave details on her plans for the grant. Chair Curley had some questions for Johns and Paine.

851 grants to be forfeited to the town because it is un farmable. Chair Curley asked Civetta if forfeiting the part of their grant because it isn't able to be farmed. **Chair Curley Moved; Board Member Wilson Seconded; and it was voted that the board agrees to except the surrender of license of #851 with the agreement with the license holders.**

Roll Call Vote: 4-0

Chair Curley Moved; Board Member Wolf Seconded; and it was voted that by October 21, 2022, David Paine and Kristi Johns must provide proof of of 40,000 of seed placement on grant license #863 seed may be oyster, quahog, or a combination of both. If the license holder provides written documentation in addition to any that may be caught wild; to the satisfaction of the Shellfish Department if the department doesn't feel they have met these conditions, if they disagree the license holder may appeal to the Selectboard any appeal of the constable's determination must be filed within 21 days of the determination and the selectboard will hear the appeal within 21 days or less of filing. These minimum levels of propagation must be adhered to each of the following years thereafter.

Roll Call Vote: 4-0

D. *Shellfish S 7.12, 7.12.2, 7.13.3 Minimum Productivity Appeal ~ Keith Rose and Lisa Dexter, Wellfleet, MA, for licenses #s 95-25 and 95-26 consisting of a total of two acres on Egg Island.*

Nancy gave an update on this grant stating the owners have great intentions but aren't able to follow through. She also stated that she would like to see this grant be successful. Dexter spoke to her grant stating that she has all her receipts which Civetta never asked for. She continued stating she has clams ordered for the year. She stated that she has done what she feels that is necessary to keep the grant.

Rose spoke to his part of the grant. He stated he has had many medical issues and believes Civetta hasn't been supportive of him and his grant. He expressed his frustration with the shellfish department. Civetta stated that she has done a walk through with Rose. Chair Curley asked if they were able to make productivity, Rose stated that they already have

The board discussed the conditions for this grant. Chair Curly felt he didn't need to have the full list of conditions.

Chair Curley Moved; Board Member Carboni Seconded; and it was voted to place an order of conditions:

CONDITIONS:

- 1. To show minimum productivity by December 31, 2022.**

Roll Call Vote: 4-0

E. *Shellfish S 7.12, 7.12.2, 7.13.3 Minimum Productivity Appeal ~ William Young, Jr., Wellfleet, MA, for grant #01-04 consisting of three acres on Indian Neck.*

Young spoke to the board regarding his grant. Civetta spoke to the board stating that Young wasn't willing to provide the information she asked for.

Young spoke to the board giving details on his grant stating he has met all productivity and will prove with receipts to the board. Chair Curley asked if he reported his seed to the shellfish constable. Chair Curley asked if Young would be amendable to the stipulations that the board has given to previous grant owners. Young stated that no he would not accept those terms. Blakely spoke on behalf of Young and the rest of the shellfisherman.

Board Member Wolf Moved to take No Action was taken

F. *Status of License Holder Aquacultural Research Corporation (A.R.C.) of Shellfish Grant License #792 with regards to Sections 7.8.1. Eligibility Requirements, 7.8.2. Domicile Requirement and Exception, 7.8.8. Aquaculture Research and Development Projects*

Chair Curley opened this hearing. Sawyer spoke to the eligibility of his grant. He continued speaking to the grant held by ARC and the regulations that are being asked for ARC to provide. Sawyer gave the background of ARC and how they have continued holding the grant. Wilson spoke to the board regarding her feelings on allowing ARC to keep their grant. Bruinooge spoke to the board and public stating that she feels that ARC should not hold the grant if they aren't domiciled in the town of Wellfleet.

Bacon spoke to the board stating shellfishing is Wellfleet's industry and it shouldn't allow outside companies to come in and be allowed to hold a grant license. She feels tailoring a regulation to allowing an outside entity into Wellfleet to shellfish. Young had a question regarding the word "new" in the shellfish regulations.

Austin spoke to the board stating that ARC was grandfathered in the town of Wellfleet. She stated she feels "the ball" was dropped on behalf of all parties. Taylor spoke to the board and public stating that she was speaking on behalf of herself as a shellfish grant holder, she made it very clear that she was speaking as an individual and not part of the shellfish board. She continued stating that if ARC goes under, she will have a major problem for her business as ARC is the only company, she is able to buy her quahog seed. She stated that there was an article issued today that stated the only company in Massachusetts that is able and allowed to sell seed. She discussed brewed stock. She stated that she hasn't heard from any other company about seed other than ARC. She continued speaking to the board. She thanked them for their time.

Pickard spoke against ARC being able to own the grant stating that ARC is not the only hatchery selling seed to local fisherman.

DeVasto spoke to the board stating that if the town isn't able to speak to the regulations as to how and when they were changed, then could be considered a legal issue. It was asked how much seed ARC sells to fisherman in Wellfleet. Sawyer stated it was millions. Pickard questioned how much he sells to Florida

or New Jersey. There was heated debate on both sides of this argument. Wilson read the last sentence of the policy regarding domiciled residents.

Chair Curley Moved; Board Member Wolf Seconded; and it was voted to revoke License #792 held by ARC for not meeting the domicile requirements of Wellfleet's Shellfish Rules and Regulations.

Roll Call Vote: 3-1 (Wilson voted no)

- G. Shellfish S 7.12, 7.12.2, 7.13.3 Minimum Productivity Appeal ~ Aquacultural Research Corporation, Dennis, MA, for grant #792 consisting of three acres on Indian Neck

NO ACTION TAKEN

VI. **Business II**

- A. Public meeting to discuss findings and recommendations of the Finance Team's internal review of FY2020 & FY2021

Sumner spoke to the press release that he had drafted to inform the public of the town's finances.

Board Member Wilson Moved; Chair Seconded; and it was voted to approve the press release as drafted and to authorize the chair Ryan Curley to sign on behalf of the selectboard.

Roll Call Vote: 4-0

- B. Annual Town Meeting Review ~ *This agenda item was skipped and will be addressed on June 7, 2022, meeting*

- C. CBA's

Chair Curley asked Sumner to speak to the board stating that he had meetings with both unions. Chair Curley stated that the board came to an agreement with the police union and the communications union.

Chair Curley Moved; Board Member Wilson Seconded; and it was voted to ratify the Wellfleet Police Officer's Union collective bargaining agreement as presented subject to town meeting approval.

Roll Call Vote: 4-0

Chair Curley Moved; Board Member Wolf Seconded; and it was voted to ratify the Wellfleet Communications Union Mass Cops Local 362B Collective Bargaining agreement as presented subject to town meeting approval.

Roll Call Vote: 4-0

- D. Instructions to other bodies/boards/committees on how to meet in person. ~ Moved to another meeting. ~ *This agenda item was moved to another meeting.*

VII. **Selectboard Reports**

Wilson reported she went to the DMF shellfishing advisory committee meeting.

VIII. **Town Administrator's Report**

Sumner stated that he has a first amendment to the Purchase and sales agreement for 80 state highway that will grant them an extension on the review process.

Sumner recommended that the Chair sign the document. A few questions were asked and answered.

Board Member Carboni Moved; Chair Curley Seconded; and it was voted to approve the chair sign the extension of the purchase and sales agreement on behalf of the Selectboard.

Roll Call Vote: 4-0

IX. *Topics for Future Discussion*

X. *Correspondence and Vacancy Reports*

XI. *Minutes ~ Postponed until the June 7th Meeting*

A. April 26, 2022

B. May 6, 2022

XII. *Adjournment*

Chair Curley Moved; Board Member Wilson Seconded; and it was voted to adjourn

Roll Call Vote: 4-0

Meeting adjourned 11:10pm

*****Public Documents*****

- *Use of town property applications*
- *Public hearing notices for the Fox & Crow Inc. & Fitzgerald Hill, LLC to amend all Alcohol Licenses*
- *Public Hearing documentation for Beach Rules and Regulations*
- *Public Hearing Notices for shellfish grants*
 1. *Shellfish S 7.12, 7.12.2, 7.13.3 Minimum Productivity Appeal ~ James Gray and Allison Gray, Wellfleet, MA, for license #7312 consisting of 0.5 acres on Old Wharf Road*
 2. *Shellfish S 7.12, 7.12.2, 7.13.3 Minimum Productivity Appeal ~ David Paine and Kristi Johns, Wellfleet, MA, for licenses #s 851, 863 and 861-B consisting of a total of 2.5 acres on Field Point*
 3. *Shellfish S 7.12, 7.12.2, 7.13.3 Minimum Productivity Appeal ~ Keith Rose and Lisa Dexter, Wellfleet, MA, for licenses #s 95-25 and 95-26 consisting of a total of two acres on Egg Island.*
 4. *Shellfish S 7.12, 7.12.2, 7.13.3 Minimum Productivity Appeal ~ William Young, Jr., Wellfleet, MA, for grant #01-04 consisting of three acres on Indian Neck.*
 5. *Status of License Holder Aquacultural Research Corporation (A.R.C.) of Shellfish Grant License #792 with regards to Sections 7.8.1. Eligibility Requirements, 7.8.2. Domicile Requirement and Exception, 7.8.8. Aquaculture Research and Development Projects*
- *Draft Press Release for a meeting for the financial findings of FY 2020 & 2021*
- *Meeting Minutes*



SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: July 12, 2022

XI

MINUTES

REQUESTED BY:	Executive Assistant
DESIRED ACTION:	Approval of Minutes <ul style="list-style-type: none">• November 2, 2022• May 24, 2022• June 28, 2022
PROPOSED MOTION:	I move to approve the Minutes of November 2, 2021, May 24th & June 28, 2022, as printed.
ACTION TAKEN:	Moved By: _____ Seconded By: _____ Condition(s):
VOTED:	Yea _____ Nay _____ Abstain _____

**Wellfleet Selectboard
In Person Meeting
715 Old Kings Highway
Tuesday June 28, 2022; 7pm
Meeting Minutes**

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

Other Present: Richard Waldo, Town Administrator; Rebekah Eldridge, Executive Assistant; Jason Robicheau, The Grateful Mind; Nancy Civetta, Shellfish Constable; Carole Ridley, Herring River project Coordinator; Jay Norton, DPW Director; Timothy Sayer, Resident; Josh Estine, Resident

Chair Curley called the meeting to order at 7:02pm

I. *Announcements, Open Session and Public Comments*

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

- Chair Curley spoke to the board and the people in the audience explaining that there was a computer failure, and the meeting wouldn't be able to be hybrid for tonight's meeting. It will be recorded and able to be viewed once it is downloaded onto the website.

II. *Consent Agenda*

A. Commercial Permit hardship exemption Jaxon Kenny (Letter Attached in packet)

Chair Curley Moved; Board Member Carboni Seconded; and it was voted to approve the hardship exemption to Jaxon Kenny

Roll Call Vote: 4-0-1 (DeVasto recused)

B. Vote to return forfeited grant #CCB95-1 to the wild and take it out of aquaculture (Letter attached in packet) needs a Selectboard Vote.

Board Member DeVasto Recused himself from these agenda items and asked that they be taken out of the consent agenda.

Chair Curley Moved; Board Member Wolf Seconded; and it was voted to approve the forfeiture of grant #CCB95-1 to be taken out of aquaculture and returned to the wild.

Roll Call Vote: 4-0-1 (DeVasto recused)

C. Chequessett Neck Road ~ Waterline Easement ~ Stephen F. Douglass, Trustee of the Stephen F. Douglass Trust and Laura G. Douglass, Trustee of the Laura G. Trust

D. ADA grant submission request ~ Rebekah Eldridge

E. Wellfleet SPAT ~ to amend original use of property application

Board Member Bacon asked this item to be continued to another meeting; stating she had concerns about the environment regarding the area where Oysterfest will be held.

This will be continued to June 30, 2022

- F. Wellfleet SPAT ~ Grant Tours throughout July & August
Board Member DeVasto recused himself from the above agenda items and asked that they be taken out of the consent agenda.
Chair Curley Moved; Board Member Wolf Seconded; and it was voted to approve the grant tours provided by Wellfleet spat for a fee of \$120
Roll Call Vote: 4-0-1 (DeVasto recused)
- G. Wellfleet Cultural Council ~ Kevin McMahon~ Requesting permission to hang Cultural signs throughout the cultural district in Wellfleet.
- H. Stanley Puffer ~ Appointment to Rights of Public Access Committee
- I. Reappoint Alex Flaxman ~ Special Police Officer
- J. Ratify Union Collective Bargaining Agreement FY2023
- Wellfleet Police Officer's Union
 - Teamsters Union 59
 - Communication Union Mass COPS Local 326B
 - Permanent Firefighters Association Union Local 4342
- K. Sacred Surf School ~ Whitecrest Beach ~ June through Labor Day
Board Member Wolf had concerns with this application questioning the use of town property fee.
The board discussed this and agreed that it was late in the season, and they would approve this application but reconsider the fee at a future meeting.
Chair Curley Moved; Board Member Carboni Seconded; and it was voted to approve the use of town property to Sacred Surf School on Whitecrest Beach June through Labor Day for a fee of \$385.
Roll Call Vote: 5-0
- L. Board/Committee Reappointments ~ See the full list in the Selectboard Packet
Chair Curley Moved; Board Member Carboni seconded; and it was voted to approve all the consent agenda items excluding the ones that were removed.
Roll Call Vote: 5-0

III. *Annual Board Reorganization*

- A. Election of Officers ~ Elect Chair, Vice Chair, Clerk
There was discussion and two members put up for the chair Board Member Bacon and Board Member Curley.
Board Member DeVasto Moved; Board Member Wolf Seconded; and it was voted to appoint Ryan Curley as Chair of the Selectboard.
Roll Call Vote: 4-1
Board Member Wolf Moved; Board Member Seconded and it was voted to nominate Michael DeVasto to be Vice Chair to the Selectboard
Roll Call Vote: 5-0
Board Member Wolf Moved; Chair Curley Seconded; and it was voted to appoint John Wolf as the clerk for the Selectboard.
Roll Call Vote: 5-0

- B. Appoint Selectboard Liaison ~ Dredging Task Force ~ John Wolf
There was discussion about the liaison and members that have done it in the past.
Chair Curley Moved; Board Member Carboni Seconded; and it was voted to appoint John Wolf as a liaison to the Dredging Task Force
Roll Call Vote: 5-0

IV. Public Hearings

- A. Proposed Amendment to Shellfishing Policy and Regulations Section 7.13.3 - Notification of Failure to meet minimal requirements
Chair Curley Moved; Board Member Wolf Seconded; and it was voted to approve the amendments made to the Wellfleet Shellfishing Rules and Regulations 7.13.3 – notification of failure to meet minimal requirements; to appeal the Shellfish Constable’s decision within 30 calendar days after notification of failure to meet minimum productivity requirements. The Selectboard will hold a public hearing within 30 calendar days of receipt of said appeal.

V. Use of Town Property

- A. Harbor to the Bay ~ David Whitman ~ September 17, 2022; 12pm-5pm ~ 200-250 cyclists will be riding the new trail head in Wellfleet onto Route 6 making a small stop at LeCount Hollow.
Chair Curley Moved; Board Member DeVasto Seconded; and it was voted to continue this application until a future meeting.
Roll Call Vote: 5-0

VI. Business I

- A. The Grateful Mind ~ discussion on renewing the cannabis contract ~ Town Administrator
Robicheau was in person at the meeting and spoke to board explaining why his contract had lapsed. The board was understanding and explained it has happened before.
Chair Curley Moved; Board Member Bacon Seconded; and it was voted to authorize the Town Administrator to renegotiate the contract with The Grateful Mind Cannabis HCA to mirror the agreement made with Terps Cannabis.
Roll Call Vote: 5-0

- B. Intermunicipal Agreement ~ Conflict of interest disclosure ~ KP Law
Chair Curley spoke to this item explaining that town counsel works for the surrounding town Truro and Eastham and in order for KP Law to work an intermunicipal agreement
Board Member Carboni recused herself from this agenda item
Chair Curley moved; Board Member DeVasto Seconded; and it was voted that The Town of Wellfleet consents to KP law represent the town of Wellfleet to negotiate with Truro and Eastham to reach

C. Shellfish Appeal Process ~ **Board Member DeVasto Recused himself from this agenda item.**

Civetta spoke to the board giving details about what the Shellfish Advisory Board had discussed at their most recent meeting and changes that they had made. There were some amendments to the application

Chair Curley Moved; Board Member Wolf Seconded; and it was voted to approve that the selectboard office approves and begins using immediately the shellfish appeal application form for the first page as drafted.

Roll Call Vote: 4-0-1 (DeVasto Abstained)

The board continued discussing the other pages of the appeal application.

D. Route 6 Main Street Project 100% Design ~ Jay Norton

The board agreed to continue this agenda item until Norton was able to be in person which the chair stated should be later in the meeting.

E. Herring River Comprehensive Financial Plan & permitting status ~ Carole Ridley

Board Member Carboni stated she is recused from this agenda item and asked if she could be an audience member as she is very interested in this discussion. The board agreed.

Ridley explained to the board that there is a slide show to go with this presentation but due to the technological issues she would be unable to share the slide show part. She did explain she had pictures and it was requested that the slide show papers be incorporated with the minutes. Ridley continued discussion the on the permitting process for the project and the funding for the project. She explained this is a shuttle ready project in terms of having the environmental permitting to be done.

She explained more about the project and explained the table of funds that the board had in front of them.

There were some questions regarding certain aspects of the project. The project grants total almost seventy million dollars where there is no cost to the town for this project. The board discussed timelines with Ridley.

Chair Curley Moved, Board Member DeVasto Seconded; and it was voted to authorize the Town Administrator to sign the grant application to the National Oceanic and Atmospheric Administration for up to \$16 million dollars in the funding to offset Construction and implementation costs for the Herring River restoration project.

Roll Call Vote: 4-0-1 (Carboni recused)

VII. Business II

A. 95 Lawrence Road: Permitting members to speak on behalf of the board to the ZBA

It was discussed that having a member of the selectboard be a liaison for the 95 Lawrence Road project so the board can be up to date with all that is happening throughout this project.

There was discussion on this and some questions. The board decided collectively to move this agenda item to their next meeting. Chair Curley asked Eldridge to post a quorum for future ZBA meetings to make sure there were no issues.

B. 80 State Highway (Maurice's Campground) due diligence status update – grounds, buildings, and possibly other updates if available
Norton presented to the board who was involved with this process and explained the findings of the group that did the due diligence. He explained in great detail the report and what it entails. The board spoke very highly of the reports done.
Chair Curley Moved; Board Member DeVasto Seconded; and it was voted to accept the report as prepared and presented by the DPW director Jay Norton the town sees no reason to invoke the clause of paragraph 28 at this time and reserves all rights under the 21e of the Purchase and Sales Agreement; and all the remaining rights of Phase 1 environmental site evaluation.

Roll Call Vote: 5-0

Waldo spoke to the board stating that he is in touch with some engineers regarding the environmental site evaluation.

C. Cottage Colonies Zoning Amendment

Chair Curley stated they aren't approving these amendments tonight. He stated there is a timeline that needs to be met so they can be on the special fall town meeting warrant.

Chair Curley Moved; Board Member DeVasto Seconded; and it was voted to submit the Wellfleet Cottage Colonies Zoning Bylaws amendments as presented and to send to the Planning Board to have a hearing within 60 days.

Roll Call Vote: 5-0

D. Provisions to Encourage the development of affordable housing

Chair Curley spoke to this agenda item and explained why he placed it on the agenda. He explained this is the only bylaw that has a definition within itself. He explained what this bylaw meant and why it needed to be changed.

DeVasto asked if there were any changes in the language or did the chair just move items around in the bylaw. Chair Curley stated there was no change in the body of language.

Chair Curley Moved; Board Member Carboni Seconded; and it was voted to submit the amendments of the provisions to encourage the development

of affordable housing and send it to the planning board to hold a public hearing within 60 days.

Roll Call Vote: 5-0

E. Affordable Lots Zoning Bylaw Draft

The affordable lots zoning bylaw was discussed next, the chair explained that this was changed significantly and detailed to the board what he changed and where he made the changes.

Chair Curley Moved; Board Member Seconded; and it was voted to submit the amendments of the Affordable Zoning Bylaw to the planning board and for them to hold a public hearing within 60 days.

Roll Call Vote: 5-0

F. Review of FY - 2022 Goals

Chair Curley began thanking everyone over the past two years who helped to bring the town back. Stating that it's been a difficult two years.

G. Department Goals

Waldo spoke to the board and stated he could combine items G & H together. He explained to the board and public about the changes that they have endured and spoke to them about putting together a set of goals for all department heads that are subjective to each department.

He continued explaining the key things that will be worked on and accomplished. He stated the goals that are to be set should be attainable.

H. FY 2023 Town Administrator Goals

Waldo spoke about his goals and what he plans to do moving forward. He wants his goals to be attainable. He stated because he has only been here for three-weeks these could be subject to change. He stated he's not comfortable at this point making a goal for a few years out. He would like to better understand the needs of the town.

I. FY 2023 Professional Development Plan

The board discussed with Waldo his development plan. He stated he will be completing his master's in public education. He spoke about obtaining his procurement license.

Chair Curley Moved; Board Member Carboni Seconded; and it was voted to approve the Town Administrator's FY 2023 Professional Development Plan as presented at tonight's meeting.

Roll Call Vote: 5-0

- J. Town Administrator performance evaluation format
The Board spoke about this evaluation form Chair Curley explained that this form is from Provincetown as it is more robust than previous evaluations forms. The board discussed this form and what they would do from here.
Chair Curley Moved; Board Member Wolf Seconded and it was voted to approve the performance evaluation format as presented at tonight's meeting with the exception that anything specific to Provincetown be removed and the goals shall be incorporated after the July 12, 2022, meeting.
Roll Call Vote: 5-0

- K. Policy on Public Buildings Use ~ John Wolf ~ *This agenda item was moved to a future meeting*

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

Waldo gave a brief statement to the board as to how he plans to give the report in the future where he will have bullet points for each department so the board will have some knowledge on what is happening throughout the town departments.

IX. ***Selectboard Reports***

Chair Curley Announced that he had a few announcements regarding the campground. He stated there is a huge amount of work being done. He gave some information on what has been happening throughout the working groups and there will be an item on the warrant for the special town meeting.

X. ***New Business ~ Items that are not reasonably anticipated by the chair 48 hours ahead of time***

There were no new business items added.

XI. ***Topics for Future Discussion***

Bacon would like to readdress the shellfish shack at Mayo Beach she stated she feels that this shack could be worked on and would like to explore those options. She would also like to discuss beach renourishment

Mayo Beach parking area to be a paid lot for nonresidents, stating this would bring revenue into the town.

XII. ***Vacancy Reports***

** please see the selectboard packet for the full report **

XIII. ***Minutes***

A. May 24, 2022, ~ **No Action**

B. May 31, 2022, ~ **Chair Curley Moved; Board Member Wolf Seconded; and it was voted to approve the minutes as drafted**
Roll Call Vote: 4-0-1 (Bacon Abstained)

C. June 7, 2022, ~ **Chair Curley Moved; Board Member Wolf Seconded; and it was voted to approve the minutes as drafted**
Roll Call Vote: 4-0-1 (Bacon Abstained)

XIV. ***Adjournment***

DRAFT *** A full recording for this meeting can be found on the town's website ***

Chair Curley Moved; Board Member Bacon Seconded; and it was voted to adjourn.

Roll Call Vote: 5-0

Meeting Adjourned 10:30pm

***** Public Documents *****

Letter of hardship from Jaxon Kenny and shellfish constable Nancy Civetta

Letter to return grant #CCB95-1 to the wild

Waterline easement for Chequessett Neck Road

Document explaining the ADA grant

Wellfleet SPAT application and amendments for the Oysterfest in October

Letter to the board requesting permission to hang cultural signs throughout the Wellfleet Cultural District in Wellfleet.

Application from Stanley Puffer to be on the Rights of the Public Access Committee

Letter from Chief Hurley, Police Chief to reappoint Alex Flaxman as a special police officer

Union contracts for the Wellfleet Police Officers Union, The Teamsters Union 59, The Communication Union Mass COPS Local 326B

The Permanent Firefighters Union Local 4342

The Application from Sacred Surf School

All board and committee reappointments that were set to expire on June 30, 2022

Shellfish regulation 7.13.3 amendments

Application for Harbor of the Bay Road race

The Grateful Mind Host Agreement to be renegotiated

Letter of disclosure from KP Law

Shellfish appeal application to be amended and voted on

Route 6/Main Street slide show presentation

Herring River Slide show documents

Maurice's campground due diligence paperwork for Purchase and Sales.

Cottage Colonies Zoning bylaw paperwork and amendments

Provisions to encouraging the development of affordable housing

Zoning bylaw documents and amendments

FY 2022 Selectboard Goals

FY2023 Department Goals

FY2023 Town Administrator and Assistant Town Administrator Goals

FY2023 Professional Development Goals for the Town Administrator

Town Administrator performance evaluation form

Policy of Public Buildings use documentations

Town Administrators report dated June 28, 2022

Vacancy Report dated June 28, 2022

Meeting Minutes dated May 24th, May 31st, & June 7, 2022



SELECTBOARD

AGENDA ACTION REQUEST
Meeting Date: July 12, 2022

XII

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 _____