



Truro Select Board Remote Meeting

Tuesday, December 20, 2022

Regular Meeting-5:00pm

Via GoToMeeting

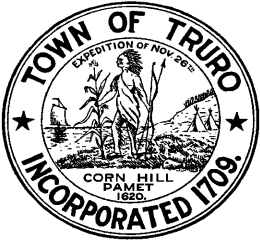
SPECIAL MEETING

This will be a remote meeting. Due to a conflict with the regularly scheduled Board of Health meeting, this meeting will not be live-streamed. The meeting will be accessible to citizens by calling in toll free at **1-866-899-4679** and **entering the following access code when prompted: 632-581-565** or by **joining the meeting from a computer, tablet or smartphone by entering the follow URL into your web browser:**

<https://meet.goto.com/632581565>. We ask that you identify yourself when calling in to help us manage multiple callers effectively. The meeting recording will also be posted on TruroTV on the web on the following business day.

1. SELECT BOARD ACTION

- A. Authorization to Enter Into Grant Agreement with the Commonwealth of Massachusetts for the Pamet River Restoration Project Design and Permitting
Presenter: Jarrod Cabral, Public Works Director



TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: DPW

REQUESTOR: Jarrod J. Cabral

REQUESTED MEETING DATE: December 20, 2022

ITEM: Authorization to Enter Into Grant Agreement with the Commonwealth of Massachusetts for the Pamet River Restoration Project Design and Permitting

EXPLANATION: Massachusetts Division of Ecological Restoration (DER) has awarded the Town \$400,000 in funding to assist with final design and permitting for the Truro Center Road culvert replacement project, as part of the Pamet River Restoration Project. The project scope will include advancing the designs and permitting of the selected preferred alternative. This grant does not require a match.

The MA Division of Ecological Restoration and the Town have partnered to restore healthy, self-sustaining natural wetlands across the Pamet River Estuary. The purpose of this grant is to support project management, design, and permitting for the Pamet River Restoration Project. This project aims to restore up to 225 acres of former tidal habitat and improve connectivity to more than six miles of stream habitat for migratory and resident fish species. Restoring tidal influence will improve sediment availability for the marsh to continue to build elevation within the critical range necessary for salt marsh plant communities, improving the system's resilience as sea levels rise.

This project and associated grant funds advance Select Board Objective #5 "The Select Board will support and encourage projects that protect and restore our coastal environment including these current and ongoing projects:

- **Pamet River Tidal Flow Restoration and Watershed Study**
- East Harbor Culvert Replacement
- Mill Pond and Eagle Creek Repairs and Improvement
- Little Pamet Watershed Study and Culvert Repair
- Coastal Management

FINANCIAL SOURCE (IF APPLICABLE): Total grant award from DER \$400,000. No match is required for this grant.

IMPACT IF NOT APPROVED: Funding will not be awarded. The grant contract must be signed and submitted to the Commonwealth by January 1, 2023.

SUGGESTED ACTION: MOTION TO authorize the Town Manager to enter into and sign the grant contract with the Commonwealth of Massachusetts and the Division of Ecological Restoration for the Pamet River Restoration Project.

ATTACHMENTS: Contract Documents

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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

CONTRACTOR LEGAL NAME: Town of Truro (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Div. of Ecological Restoration MMARS Department Code: FWE	
Legal Address: (W-9, W-4): 24 Town Hall Road, Truro, MA 02666		Business Mailing Address: 251 Causeway Street, Suite 400, Boston, MA 02114	
Contract Manager: Jarrod Cabral	Phone: 508-214-0400	Billing Address (if different):	
E-Mail: jcabral@truro-ma.gov	Fax:	Contract Manager: David Gallagher	Phone: 617-626-1540
Contractor Vendor Code: VC6000192010		E-Mail: david.gallagher2@mass.gov	Fax:
Vendor Code Address ID (e.g. "AD001"): AD001. (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): PMTRVRGRTXTRUXFY2023	
		RFR/Procurement or Other ID Number: RFR DER 2016-03	
<u>X</u> NEW CONTRACT		<u> </u> CONTRACT AMENDMENT	
PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> Department Procurement (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		Enter Current Contract End Date <i>Prior</i> to Amendment: _____, 20____. Enter Amendment Amount: \$ _____. (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.) <input type="checkbox"/> Amendment to Date, Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)	
The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services <input type="checkbox"/> Commonwealth IT Terms and Conditions			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00 . <input type="checkbox"/> Rate Contract. (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or <i>new</i> total if Contract is being amended). \$ <u>400,000.00</u>			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___% PPD; Payment issued within 15 days ___% PPD; Payment issued within 20 days ___% PPD; Payment issued within 30 days ___% PPD. If PPD percentages are left blank, identify reason: <input checked="" type="checkbox"/> agree to standard 45 day cycle <input type="checkbox"/> statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); <input type="checkbox"/> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) Under this grant contract, the Town of Truro will advance the Pamet River Restoration Project as outlined in the tasks within the accompanying Attachment. The Town of Truro will perform the tasks as specified in Attachment A. Please see Attachment A for the approved Scope and Budget.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date. <input type="checkbox"/> 2. may be incurred as of _____, 20____, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date. <input type="checkbox"/> 3. were incurred as of _____, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>June 30, 2024</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the " Effective Date " of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07 , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR:		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:	
X: _____ Date: _____ (Signature and Date Must Be Captured At Time of Signature)		X: _____ Date: _____ (Signature and Date Must Be Captured At Time of Signature)	
Print Name: _____		Print Name: _____	
Print Title: _____		Print Title: _____	

Scope of Services

**Town of Truro (Town)
Pamet River Restoration Project – Design and Permitting
Truro, Massachusetts**

I. PROJECT INFORMATION AND APPROACH

Statement of Qualifications

The Town of Truro has led several ecological restoration projects including the Mill Pond Tidal Restoration project with support from the Massachusetts Division of Ecological Restoration (DER) and partners since 2011, the Eagle Neck Creek DER Priority Project (construction completed in 2022) and previous phases of the Pamet River DER Priority Project with multiple project partners. The Town of Truro has extensive experience with coastal restoration and infrastructure projects, including project management, grant management and reporting, and working with partners (state, federal and non-profit), consultants and sub-contractors.

Personnel

Jarrold Cabral, Director of Public Works: Mr. Cabral has been in his current position for six years. Before that, he was appointed interim Director and has been with the Town for a total of 10 years. During his time with the Town of Truro, Mr. Cabral has overseen State and Federal grants that supported similar restoration efforts at Mill Pond, Eagle Neck Creek, and East Harbor. Mr. Cabral was a member of the Air Force for 20 years.

Purpose

The MA Division of Ecological Restoration (DER) and the Town have partnered to restore healthy, self-sustaining natural wetlands across the Pamet River Estuary. The purpose of this grant is to support project management, design, and permitting for the Pamet River Restoration Project. This project aims to restore up to 225 acres of former tidal habitat and improve connectivity to more than six miles of stream habitat for migratory and resident fish species. Restoring tidal influence will improve sediment availability for the marsh to continue to build elevation within the critical range necessary for salt marsh plant communities, improving the system’s resilience as sea levels rise.

Background

This project was selected as a state Priority Project for wetland restoration designated by DER via RFR ID: DER 2016-03. The current project team includes DER, the Town, and the USDA-Natural Resources Conservation Service (NRCS).

The Pamet River system historically comprised hundreds of acres of highly productive open water and inter-tidal estuarine habitat. Throughout the 19th and 20th centuries, these resources were degraded by railroad and vehicle crossings, agriculture, and construction for commercial and residential development. The intent of this project is to build upon ongoing feasibility study and data collection to support engineering designs for the recommended preferred alternatives and associated permitting for two project elements including the Lower Pamet and Upper Pamet which collectively include three infrastructure crossings of the Pamet River, toward the goal of restoring salt marsh functioning within the Pamet River system. Improved and restored estuarine and coastal habitat will benefit numerous shellfish species including soft-shelled clam and quahog, and finfish including alewife, American eel, and striped bass.

The Pamet River Restoration Project is a holistic approach to restoring a degraded coastal and estuarine system by addressing two key project elements that involve up to three existing culvert crossings across the Pamet River landscape including:

Lower Pamet: This is the downstream portion of the Pamet River that drains directly to Pamet Harbor (41.993709, -70.050221) and is the location of the first culvert crossing at Truro Center Road, which is restrictive, and failing. Feasibility is under way and modeling, and preferred alternatives, are funded through partnership with NRCS. Through this grant, engineering designs and permitting will be developed for this crossing.

Upper Pamet: This is the upstream portion of the Pamet River that drains to the north-west toward Ballston Beach (41.994219, -70.048183) and includes the second and third tidally restrictive culverts at Rt. 6 and North Pamet Road. Feasibility being conducted on the Lower Pamet includes loggers for this portion of the Upper Pamet system, funded through partnership with NRCS, to consider the full system hydrology and hydraulic performance as it is connected to the Lower Pamet. Based on the preferred design recommendations, the project team anticipates design recommendations for the two crossings at Rt. 6 and North Pamet Road including the potential to remove a tide gate, and the Town will advance engineering designs, permitting, and coordination with Mass DOT.

Funding

DER is granting a total of \$400,000.00 in funds. This funding is provided by Section 2A of Chapter 102 of the Acts of 2021 - An Act Relative to Immediate COVID-19 Recovery Needs.

This project was selected as Priority Project though RFR # DER 2016-03.

II. SCOPE OF WORK

For deliverables associated with draft and final versions, the grantee assumes one round of DER and partner review and feedback. DER assumes all deliverables will be provided in editable and final formats including (but not limited to) raw data files, models, AutoCAD files, Word documents, PDFs, etc. DER requires all raw data files. All deliverables will be provided to DER in electronic form unless otherwise noted.

These tasks may be performed by either by the Town of Truro or qualified subcontractors to the Town, subject to DER approval.

The Town will manage the completion of any production of engineering designs, and permit applications in a manner that is consistent with the goals and policies of the Massachusetts Division of Ecological Restoration (DER), as well as applicable laws. Furthermore, the Town agrees to give credit to DER, along with other project partners, for the contribution of funds and technical assistance in any public communication regarding the project, including but not limited to: signage, press releases, dedication events, etc.

Each of the tasks is based upon prior discussions between DER and the Town and is intended to advance a collective understanding of the site, current conditions, and management of the restoration process.

Any request for support of activities outside of those described above but deemed necessary for the successful completion of the project should be submitted in writing to the DER for approval of the use of these funds for that purpose. Any activities not approved in writing by the DER prior to implementation will not be reimbursed.

This award is intended to be used by the Town for a range of activities and services to advance the project's preferred alternatives identified during feasibility work. With project team coordination, the Town will contract with one or more qualified contractors to advance the scope. Grant funding may be used to support time spent by Town staff directly engaged in project management including coordination and advancing project tasks and restoration planning associated with the Lower and Upper Pamet sites. Any proposed modifications to these grant tasks must first be reviewed and approved by the assigned DER Project Manager, Georgeann Keer, DER Point of Contact (POC).

Task 1: Project Management

The task will support Town staff time performing project management on the Pamet River Restoration Project to advance the preferred alternative, designs and permitting and support the overall restoration planning and implementation. The Town shall also coordinate with Mass DOT as needed for structures that are anticipated to be located in the Mass DOT road layout / easement and / or trigger Chapter 85 review.

Deliverables:

- The Town shall invite DER representatives to attend and participate in regular meetings, as needed, throughout the duration of the project. DER shall be included in all project-related correspondence outside of regular meetings.
- The Town shall provide DER with quarterly updates via email from the issuance date of the notice to proceed through completion of this grant contract. The update shall be brief, detailing the prior reporting period's activities, issues raised, solutions to same, and any potential future issues.
- DER should approve all project subcontractors before The Town issues contracts under this grant.
- The Town will provide DER will final signed contracts with qualified contractor(s) that will provide services under this grant.
- The Town will copy DER on any written responses and edits to consultant work products related to the restoration project.
- The Town shall provide DER with the opportunity to provide comments and edits on all project work products.
- The Town shall provide DER with a summary of personnel expenses, proof of payroll, and hours assigned to support completion of the scope.
- The Town shall provide copies of all draft and final contractor generated deliverables, including for example, reports, plans, data, maps, and other documentation.

Task 2: Engineering Designs

The Town shall hire a qualified consultant to work with the Project Team to advance the designs of the selected preferred alternative and collect any additional information necessary to support design advancement, preparation for permitting requirements, and information anticipated to be requested by the public and other stakeholders including departments within the Town.

The Town shall use DER granted funds to support the qualified consultant to complete the following advanced design work including engineering designs of the identified preferred alternatives for up to three crossings of the Pamet River including: Lower Pamet at Truro Center Road, and Upper Pamet at Rt. 6 and North Pamet Road. Any additional field investigations may incorporate the following, as applicable:

- Discussion, led by the Town, with Town Shellfish Department regarding potential benefits to shellfish resources in the Pamet River Basin.
- Continue to consider the potential shoaling, sediment mobilization, and scour impacts that may result from morphological changes in the channel, upstream at Ballston Beach, or downstream throughout Pamet Harbor.
- Continue to consider public safety in the design process, especially regarding recreational access and passage at the site.

Deliverables:

- Draft and final permitting-level designs.
- Any associated reports and data associated with additional field and desktop investigations.

Task 3: Initiate Public Outreach and Permitting

The proposed restoration project will have impacts to both environmental resources and regulatory areas that will trigger the need for environmental permits from local, state, and federal agencies. Additionally, a coordinated public outreach effort will be important to explain the project impacts and benefits, and address questions or concerns the public may have. The Town or the Selected Consultant, on behalf of the Town, will work to identify public outreach and permitting tasks that can be completed within the project schedule. While details will be finalized based on the selected alternatives it is expected that the following tasks be included:

- The Town shall host a Public Outreach meeting prior to initiating the permitting process to engage the public and other stakeholders and incorporate feedback into project designs. Timing of and content of this meeting will be discussed with DER and Partners.
- The Selected Consultant shall schedule a pre-application meeting with regulatory agencies including the Massachusetts Environmental Policy Act Office (MEPA), Massachusetts, Massachusetts Office of Coastal Zone Management (CZM), Massachusetts Department of Environmental Protection (MassDEP), USACE, and others as necessary.
- The Selected Consultant shall contact the Massachusetts Division of Marine Fisheries (DMF) and the NOAA National Marine Fisheries Service (NMFS) for information regarding Essential Fish Habitat and time of year restrictions for resources occurring in the project area.
- The Selected Consultant shall collect any information required to support submission of materials to the Massachusetts Environmental Policy Act (MEPA) and draft the appropriate MEPA documents based on consultation with MEPA. It is likely that the project will trigger one or more MEPA thresholds, including Environmental Justice Communities: Income Block, and require a mandatory Environmental Impact Report (EIR).
- The following permits are expected to be required for the project. The decision for which of these permits to prepare for and submit during this phase of work will be made by the Project Team after this grant contract is fully executed.
 - MassDEP Section 401 Water Quality Certificate
 - Conservation Commission Ecological Restoration Notice of Intent
 - U.S. Army Corps of Engineers Permit
 - MassDEP Chapter 91 License

- Coordination with USDA-NRCS as the Lead Federal Agency, and completion of ACHP Section 106 – Historic Preservation Consultation and Section 7 ESA Endangered Species Consultation.
- Massachusetts Coastal Zone Management Federal Consistency Review
- MassDOT Chapter 85 Permitting (if selected alternative includes a culvert with a width equal to or greater than 10-ft)

Deliverables:

- One public meeting hosted by the Town prior to initiating permitting, and any supporting presentations or handouts prepared for the meeting.
- Copy DER on email communications with regulatory agencies and provide meeting minutes for any meetings scheduled with regulatory agencies.
- Draft and final materials prepared for permitting submission requirements and copies of final permits and authorizations.

All deliverables will be provided to DER in electronic form unless otherwise noted.

The Town shall comply with all other reporting requirements as established in Section III below.

III. REPORTING AND MATCH

The Town shall report to DER expenditures or in-kind contributions (i.e. materials, equipment, staff time) which the Town may make above and beyond the funds provided by this grant. This grant award does not require match. However, it is helpful if DER understands what funds or in-kind contributions, if any, the Town of Truro makes toward the project in conjunction with this award. Use the provided reporting form provided with this contract to submit this information.

IV. DESIGNATED REPRESENTATIVES

Town of Truro
Jarrod Cabral
Director of Public Works
24 Town Hall Road
Truro, MA 02666
(508) 214-0400
jcabral@truro-ma.gov

DER Project Manager
Georgeann Keer
Wetland Restoration Practice Lead
Division of Ecological Restoration
251 Causeway St., Suite 400
Boston, MA 02114
617-626-1246
Georgeann.keer@mass.gov

DER Fiscal Team
 Division of Ecological Restoration
 251 Causeway St., Suite 400
 Boston, MA 02114
DERinvoicing@mass.gov

V. BUDGET AND PAYMENT

The Town will submit a Request for Reimbursement to DER’s assigned Project Manager and DER’s fiscal team (DERinvoicing@mass.gov) via using DER’s Reimbursement Form. Requests must be submitted electronically. Requests for Reimbursement should be submitted no more than monthly. The date that a complete Request for Reimbursement and associated deliverables are received electronically by DER is considered the submission date. DER defines a complete Request for Reimbursement as one that includes all required documentation of expenses, including receipts, invoices, and photographic or other backup for charges shown. Mileage charges associated with travel costs will not exceed the current IRS mileage reimbursement rate.

This contract and scope of work will extend through the Commonwealth Fiscal Year 2024. **Project costs are based on the scope of work presented herein with a not-to-exceed total of \$400,000.00. Payment will be made on a reimbursement basis.**

Budget Category		Budgeted Amount
Personnel		
Project Management (Task 1) – Town of Truro (\$65/hour x ~120 hours)		\$7,800.00
Outreach (Task 3) – Town of Truro (\$65/hour x ~40 hours)		\$2,600.00
Materials		\$0.00
Travel		\$0.00
Contractual Services	Engineering (Task 2)	\$300,000.00
	Permitting (Task 3)	\$89,600.00
TOTAL		\$400,000.00

The grantee is required to submit any budget amendment requests in writing to DER’s designated project manager and DER’s fiscal team. DER will reply in writing to either allow or disallow said request. Any changes to Scope of Work that are not preapproved by DER in writing will not be reimbursed. The grantee is required to request a budget amendment via the following steps:

1. Submit a request via email to reallocate a portion of budgeted expenses
2. Provide specific amounts for which predetermined budgeted expenses will change
3. Include changes to tasks and/or deliverables tied to these expenses

VI. SCHEDULE

Work may begin after the grant contract is fully executed by the Department of Fish and Game, Division of Ecological Restoration and a Notice-to-Proceed has been provided to the grantee. All work must be completed by June 30, 2024. Final invoices must be received by July 31, 2024.

VII. SPECIAL PROVISIONS

The Town shall credit The Massachusetts Department of Fish and Game, Division of Ecological Restoration for the contribution of funds and technical assistance in any public communication regarding the project including, but not limited to signage, press releases, dedication events, etc.