



## Wellfleet Selectboard

**NOTE START TIME 7PM**

The Wellfleet Selectboard will hold a public meeting on **July 19, 2022, at 7:00 p.m.** Under Chapter 20 of the Acts of 2021, this meeting will be conducted in person and as a courtesy via remote means, per 940 MCR 29.10 and the Town's Remote Participation Policy. While an option for remote attendance and/or participation is provided as a courtesy to the public, the meeting/hearing may not be suspended or terminated if technological problems interrupt the virtual broadcast unless otherwise required by law.

### **Joining the Meeting:**

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

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

<https://us02web.zoom.us/j/85689604806?pwd=blpIVFFBZzViO0xNWkZKMm9iMVdrdz09>

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

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

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

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

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### ***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. State of Wellfleet Harbor Conference~ Use of the Main Meeting Room Adult Community Center~ November 4, 2022 (to set up) November 5, 2022, from 7:30am- 1pm.
- B. Wellfleet Conservation Trust ~ Review and Approval of a Conservation Restriction on Map 12, Parcel 144
- C. Dennis O'Connell~ Wellfleet Conservation Trust~ To Use Long Pond Parking Lot~ Guided Walking Tour~ September 17, 2022, 8:30am – noon

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

- A. Traffic Rules & Regulations (continued from 07.12.22)

**IV. Use of Town Property**

- A. Jack's Boat Rentals ~ 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. Presentations**

- A. Grow Smart Cape Cod ~ HAC/APCC  
B. Seals & Sharks ~ Salem State University, Center for Coastal Studies, Atlantic White Shark Conservancy

**VI. Business**

- A. Herring River Restoration~ Draft Grant Agreement between Town of Wellfleet and Massachusetts Department of Fish and Game, Division of Ecological Restoration; and **Draft** Grant Agreement between Town of Wellfleet and US Department of Agriculture, Natural Resource Conservation Service  
B. Special Town Meeting Venue  
C. STM Warrant
  - Non-Binding Vote on LeCount Hollow/Maguire's Landing Parking

D. Special Election  
E. Committee Liaisons ~ Member Carboni  
F. Thank you Letter to Interim Town Administrator Charles Sumner

**VII. Town Administrator's Report**

**VIII. Selectboard Reports**

**IX. Topics for Future Discussion**

**X. Minutes**

- A. May 24, 2022

**XI. New Business**

**XII. Vacancy Reports**

**XIII. Adjournment**



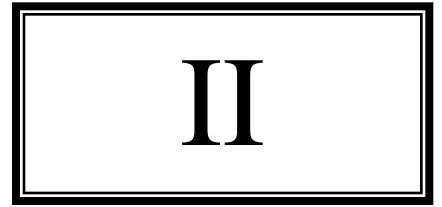
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## ANNOUNCEMENTS, OPEN SESSION AND PUBLIC COMMENTS

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



SELECTBOARD  
AGENDA ACTION REQUEST



## *Consent Agenda*

<b>REQUESTED BY:</b>	Various
<b>DESIRED ACTION:</b>	
<b>PROPOSED MOTION:</b>	<p><b>I move to grant the use of the ACC meeting to State of Wellfleet Harbor Conference from November 4, 2022 to November 5, 2022, and to waive the fee.</b></p> <p><b>I move to approve the Wellfleet Conservation Trust's Conservation Restriction on Map 12, Parcel 144.</b></p> <p><b>I move to grant the use of the Long Pond Parking Lot on September 17, 2022 from 8:30am-noon and to waive the fee.</b></p>
<b>SUMMARY (Optional)</b>	
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____



**TOWN OF WELLFLEET  
APPLICATION FOR PERMIT TO USE TOWN OWNED PROPERTY**

**Applicant**

2022 State of Wellfleet Harbor Conference/ Jenette Kerr, Mass Audubon Wellfleet Bay, conference coordinator

**Affiliation or Group**

Wellfleet-based volunteer community group with following co-sponsors: Mass Audubon's Wellfleet Bay Wildlife Sanctuary; Friends of Herring River; Wellfleet Conservation Trust; Wellfleet Natural Resources Advisory Board; Center for Coastal Studies.

Conference organizing committee members:

Abigail Franklin Archer  
Barbara Brennessel  
John Duane  
Mark Faherty  
Bob and Kathy Hubby  
Bill Iacuessa  
Jenette Kerr  
Melissa Lowe  
John Portnoy  
John Riehl

**Telephone Number**

617-721-2847 (Jenette Kerr, cell phone)

**Mailing Address:**

Jenette Kerr/ P.O. Box 236 / Mass Audubon Wellfleet Bay Wildlife Sanctuary; Wellfleet, MA 02667

**Email address**

jkerr@massaudubon.org

**Town Property to be used (include specific area)**

Main meeting room of the Community Center/COA; we will also be serving coffee and muffins (brought from outside)

**Date(s) and hours of use:**

11/4/2022, PM for one hour to set up and test equipment; 11/5/2022 7:30am-1pm (event is 9am-12noon).

**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.**

The State of Wellfleet Harbor Conference, which is marking its 20<sup>th</sup> year, is free. This event features local and regional researchers and scientists presenting on topics relevant to Wellfleet Harbor and its environmental and economic vitality. Our last in-person event drew about 180 people. But we would pre-register attendees to meet room capacity limits and we also would like to make this a hybrid event so that members of the community who aren't in town in November can see the presentations. The ability to offer a hybrid conference is the main reason we're making this request. In previous years, we've used the elementary school cafeteria. We would need a technician to oversee the webinar part of the meeting. We have typically used our own PC laptop and projector but this isn't crucial as long as we have technical help with any on-site equipment.

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

Technician to execute the technical aspects of the meeting.

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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 insure that all reviews can be completed prior to the event. This application is only for permission to use Town property. Any additional licenses, such as food service permit, etc., may be required and it is the applicant's responsibility to secure the same.

Action by the Board of Selectmen:

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

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

\_\_\_\_\_

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

\_\_\_\_\_

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

Processing Fee:     \$50.00    

Fee: \_\_\_\_\_

(over)

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

<b>Health/Conservation Agent:</b>  Comments/Conditions:  Permits/Inspections needed:	<b>Inspector of Buildings:</b>  Comments/Conditions:  Permits/Inspections needed:
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<b>Police Department:</b>  Comments/Conditions:	<b>Fire Department:</b>  Comments/Conditions:
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<b>DPW:</b>  Comments/Conditions	<b>Community Services Director:</b>  Comments/Conditions:
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<b>Harbormaster:</b>  Comments/Conditions	<b>Shellfish:</b>  Comments/Conditions
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<b>Recreation:</b>  Comments/Conditions	<b>Town Administrator:</b>  Comments/Conditions
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# WELFLEET CONSERVATION TRUST

PO Box 84 Wellfleet MA 02667 [www.wellfleetconservationtrust.org](http://www.wellfleetconservationtrust.org)

29 June 2022

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

Dear Mr. Waldo,

**RE: Request for Select Board Review and Approval, on July 19, 2022, of a Conservation Restriction on Map 12, Lot 144 as required by the Massachusetts Department of Conservation and Recreation, Executive Office of Energy and Environmental Affairs.**

The Wellfleet Conservation Trust (WCT) is acquiring a 1.1 acre parcel located at 10 Quail Run, Wellfleet, MA 02667 (Assessor's Map 12, Lot 144) for conservation purposes with the assistance of a "State Partnership Grant" from the Massachusetts State Conservation Partnership Program, part of the Executive Office of Energy and Environmental Affairs, (EOEEA). That agency requires a conservation restriction (CR) be placed on the parcel for which they are partially funding with this grant.

The State's procedures, as well as Town procedures, require approval of this CR by the SelectBoard. The SB relies on a recommendation from the Conservation Commission that this CR is in the interest of the Town. Due to schedules, the ConsCom will not be meeting until July 20. **So we are requesting that the SB approval be conditioned on your office receiving a recommendation from the ConsCom that this CR be approved by the SelectBoard** as it is in the interest of the Town. I anticipate the SB will receive the ConsCom recommendation directly after their July 20 meeting. The State has recently requested that all documents be submitted by August 1st, hence the tight time lines.

Please find attached the conservation restriction (CR). The Wellfleet Conservation Trust (WCT) will have title to the property (closing this week) and The Compact of Cape Cod Conservation Trusts, Inc. (the Compact) will hold the CR. The WCT, with The Compact, will be responsible for maintaining the property and its conservation values as outlined in the attached document.

I request that the Selectboard review, approve, and sign this CR at your the July 19th scheduled meeting. We have sent the CR to the Wellfleet Conservation Commission for their review and recommendation. We do not anticipate any issues as this is a conventional CR which has been administratively reviewed by the State.

Preserving this important parcel will ensure the protection of many features of conservation value, including:

- Protecting Core Habitat for Species of Conservation Concern;
- Protecting Critical Natural Landscape – Landscape Blocks;
- Maintaining wildlife habitat for upland species: coyote, fox, deer and other native species; and
- Advancing objectives of the Herring River Ecorestoration Project.

We hope you will support this Conservation Restriction, and look forward to your approval. I plan to attend your July 19 meeting to respond to any questions. Thank you.

Sincerely,

*R. Dennis O'Connell*

R. Dennis O'Connell  
President/Trustee  
508-349-2162

Enclosure: Conservation Restriction for the High Toss Conservation Area.

cc: Ms. Hillary Greenberg-Lemos, Healthy and Conservation Agent  
Mr. Mark Robinson, Executive Director, The Compact of Cape Cod Conservation Trusts

**GRANTOR: Wellfleet Conservation Trust**  
**GRANTEE: The Compact of Cape Cod Conservation Trusts, Inc.**  
**ADDRESS OF PREMISES: 10 Quail Run, Wellfleet, MA**  
**FOR GRANTOR'S TITLE SEE: Land Court Certificate (*pending*)**  
**FOR GRANTOR'S PLAN OF RECORD SEE:**  
**LAND COURT PLAN 32885-B (Sheet 2); Lot 3**

## CONSERVATION RESTRICTION

### I. PREAMBLE

~~R. DENNIS O'CONNELL, SUSAN H. ANTHONY, JANE P. BARON, BERTRAM BRUCE, BARBARA D. CARY, RICHARD CIOTTI, MICHAEL FISHER, WILLIAM IACUessa, GARY J. JOSEPH, JONATHAN KELLY, S. DAVID KOONCE, JR., VIRGINIA G. PAGE, SUSAN QUIGLEY, MARY ROGERS, BARRY TURNBULL and JEFFREY PETRUCCELLY, being the TRUSTEES of the WELLFLEET CONSERVATION TRUST (the "TRUST") established by a Declaration of Trust, dated and recorded at the Barnstable Country Registry of Deeds in Book 4811 and Page 281, as amended, with a mailing address of P.O. Box 84, Wellfleet MA 02667, and owner of the Premises as defined herein, constituting all of the owner(s) of the Premises as defined herein, for their successors and assigns ("Grantor"), acting pursuant to Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws, grant, with QUITCLAIM COVENANTS, to **THE COMPACT OF CAPE COD CONSERVATION TRUSTS, INC.**, a Massachusetts charitable corporation with an address at 36 Red Top Road, Brewster MA 02631 and a mailing address at P.O. Box 443, Barnstable MA 02630, and its permitted successors and assigns ("Grantee"), for nominal consideration, IN PERPETUITY AND EXCLUSIVELY FOR CONSERVATION PURPOSES, the following Conservation Restriction on land located in the Town of Wellfleet, County of Barnstable, Commonwealth of Massachusetts consisting of a tract of vacant land totaling approximately 1.11 acres ("Premises"), which Premises is more particularly described in Exhibit A and shown in the attached reduced copy of a survey plan in Exhibit B, both of which are incorporated herein and attached hereto.~~

### II. PURPOSES:

This Conservation Restriction is defined in and authorized by Sections 31, 32 and 33 of

Chapter 184 of the Massachusetts General Laws and otherwise by law. The purposes of this Conservation Restriction (“Purposes”) are to assure that the Premises will be maintained in perpetuity for conservation purposes, in a natural, scenic, or open condition and available for passive outdoor recreational use, and to prevent any use or change that would materially impair the Conservation Values (as defined below).

**Conservation Partnership** The fee interest in the Premises was acquired utilizing, in part, assistance from the Conservation Partnership program which requires, pursuant to Section 2A of Chapter 286 of the Acts of 2014, the conveyance of this Conservation Restriction. See Exhibit C.

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

- **Open Space Protection.** The Premises contributes to the protection of the natural character of Wellfleet and the protection of the Premises will enhance the open space value of the permanently protected Wellfleet Conservation Trust holdings in the vicinity to the Premises. Preservation of this forested parcel is priority for the WCT and important to the Friends of Herring River and the Cape Cod National Seashore, along the Herring River Estuary corridor. The Herring River Estuary includes over 1000 acres along six miles of a tidally-restricted river. Maintaining the Premises as open space will contribute to protection of the Herring River Estuary, a project of the Cape Cod National Seashore.
- **Protection of Wildlife Habitat.** The Premises is adjacent to a Massachusetts Natural Heritage and Endangered Species (“NHESP”) Priority Habitat of Rare Species as well as NHESP-designated Estimated Habitat of Rare Wildlife, over 1000 acres within the Cape Cod National Seashore. Therefore, protection of the Premises aligns with NHESP’s and Mass DEP’s wildlife and habitat protection objectives.
- **BioMap2.** The 1.11 acre Premises is 100% within an NHESP-designated BioMap2 Core Habitat area containing the Species of Conservation Concern Core Component. This Core Component includes species that meet the criteria for listing under the Massachusetts Endangered Species Act, as well as several species that do not satisfy these criteria, but are considered to be of conservation concern in the Commonwealth. BioMap2, published in 2010, was designed to guide strategic biodiversity conservation in Massachusetts over the next decade by focusing land protection and stewardship on the areas that are most critical for ensuring the long-term persistence of rare and other native species and their habitats, exemplary natural communities, and a diversity of ecosystems. BioMap2 is also designed to include the habitats and species of conservation concern identified in the State Wildlife Action Plan. The Premises is also 50% Critical Natural Landscapes Landscape Blocks.
- **Public Access.** Public access to the Premises will be allowed for passive outdoor recreation such as hiking, nature study, and nature photography. The Premises will permanently protect 1.11 acres extending the conservation land in this part of Wellfleet along the Herring River, and adjacent to the Cape Cod National Seashore. The Project is located along High Toss Road which is an area enjoyed by residents of Wellfleet and visitors alike

as a popular walking location due to the fact that High Toss Road, a sand/dirt road has very little traffic. High Toss Road runs along the Cape Cod National Seashore and recognized for its natural beauty and as a major unfragmented wildlife corridor. Birders, wildlife enthusiasts, and hikers value this area of Wellfleet.

- Consistency with Clearly Delineated Barnstable County Conservation Policy. Protection of the Premises will assist in achieving Barnstable County conservation goals. In July 1991, the Barnstable County Assembly of Delegates, pursuant to the Cape Cod Commission Act (Chapter 716 of the Acts of 1989), adopted a *Regional Policy Plan* (“RPP”), amended in 1996, 2002, 2009, 2012, 2018, and 2021 which provided, *inter alia* (references are to the 2018 RPP amended March 2021):
  - “To protect, preserve, or restore wildlife and plant habitat to maintain the region’s natural diversity” (Wildlife and Plant Habitat Goal, p. 61);
    - “Maintain existing plant and wildlife populations and species diversity.”
  - “To conserve, preserve, or enhance a network of open space that contributes to the region’s natural and community resources and systems” (Open Space Goal, p. 61);
    - “Protect and preserve natural, cultural, and recreational resources;”
    - “Maintain or increase the connectivity of open space;”
    - “Protect or provide open space appropriate to context.”

Granting this Conservation Restriction will advance each of these objectives outlined in the RPP. The Wildlife and Plant Habitat Goal will be served because the Premises contains various important plant and wildlife ecosystems and falls within an NHESP BioMap2 Core Habitat as well as Critical Natural Landscape area. The Open Space Goal will be advanced because the Premises is proximate to several other Wellfleet Conservation Trust open space parcels, and nearby Cape Cod National Seashore. The Cultural Heritage Goal will be served because protecting the Premises with this Conservation Restriction will aid in maintaining the region’s historic rural character.

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

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



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

- To prevent the cutting of trees;
  - To preserve important natural habitats;
  - To prevent or limit construction in areas of natural resource value.
- Consistency with Clearly Delineated State Conservation Policy. The Premises possesses significant open space, natural, aesthetic, ecological, plant and wildlife habitat, solid and water resource quality, watershed, and scenic values (collectively "Conservation Values") of great importance to the Grantee and the people of Wellfleet and the Commonwealth of Massachusetts, and is adjacent to a popular walking and hiking area. The Premises supports the State Wildlife Action Plan's goals for conserving pitch-pine upland forest and coastal upland areas.
  - Consistency with Clearly Delineated Federal Conservation Policy. Protection of the Premises meets the definition of "conservation purposes" as defined in 26 CFR 1.170A-14(d)(1), because its conservation would: protect wildlife and wetland habitats; and it would contribute to the preservation of open space because it is located in proximity to several other parcels already conserved, including more than 1000 acres of conservation land owned by the Cape Cod National Seashore, along a coastal river restoration location on the Herring River Estuary, adjacent to the Premises.

### III. PROHIBITED and PERMITTED ACTS AND USES

#### A. Prohibited Acts and Uses

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

1. Structures and Improvements. Constructing, placing, or allowing to remain any temporary or permanent structure including without limitation any building, tennis court, landing strip, mobile home, swimming pool, asphalt or concrete pavement, graveled area; roads, sign, fence, gate, billboard or other advertising, antenna, utilities or other structures, utility pole, tower, solar panel, solar array, wind turbine, conduit, line, septic or wastewater disposal system, storage tank, or dam;
2. Extractive Activities/Uses. Mining, excavating, dredging, withdrawing, or removing soil, loam, peat, gravel, sand, rock, surface water, ground water, or other mineral substance or natural deposit, or otherwise altering the topography of the Premises;
3. Disposal/Storage. Placing, filling, storing or dumping of soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, tree and other vegetation cuttings, liquid or solid waste or other substance or material whatsoever;
4. Adverse Impacts to Vegetation. Cutting, removing, or destroying trees, shrubs, grasses or other vegetation;

5. Adverse Impacts to Water, Soil, and Other Features. Activities detrimental to drainage, flood control, water conservation, water quality, erosion control, soil conservation, natural habitat, archaeological conservation, or ecosystem function;
6. Introduction of Invasive Species. Planting or introducing any species identified as invasive by the Massachusetts Invasive Plant Advisory Group or identified as invasive in such recognized inventories as the Massachusetts Introduced Pests Outreach Project, the Northeast Aquatic Nuisance Species Panel, or other such inventories, and any successor list as mutually agreed to by Grantor and Grantee;
7. Motor Vehicles. Using, parking, or storing motorized vehicles, including motorcycles, mopeds, all-terrain vehicles, off-highway vehicles, motorboats or other motorized watercraft, snowmobiles, launching or landing aircraft, or any other motorized vehicles, acknowledging that vehicles necessary for public safety (i.e., fire, police, ambulance, other government officials) may have a legal right to enter the Premises;
8. Subdivision. Subdividing or conveying a part or portion of the Premises (as compared to conveyance of the Premises in its entirety which shall be permitted), it being the Grantor's and Grantee's intention to maintain the entire Premises under unified ownership;
9. Use of Premises for Developing Other Land. Using the Premises towards building or development requirements on this or any other parcel;
10. Adverse Impacts to Stone Walls, Boundary Markers. Disrupting, removing, or destroying stone walls, granite fence posts, or any other boundary markers;
11. Residential or Industrial Uses. The use of the Premises for business, commercial, residential or industrial use, or commercial recreation;
12. Inconsistent Uses. Using the Premises for commercial purposes that are inconsistent with the Purposes or that would materially impair the Conservation Values, or for any other uses or activities that are inconsistent with the Purposes or that would materially impair the Conservation Values.

**B. Permitted Acts and Uses**

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

- (1) Vegetation Management. Maintaining vegetation, including pruning, trimming, cutting, and mowing, and removing brush, all to prevent, control, and manage hazards, disease, insect or fire damage, and/or in order to maintain the condition of the Premises as documented in the Baseline Report (see Paragraph XV.);
- (2) Non-native, Nuisance, or Invasive species. Removing non-native, nuisance, or invasive species, interplanting native species, and controlling species in a manner that minimizes damage to surrounding, non-target species and preserves water quality;
- (3) Composting. Stockpiling and composting stumps, trees, brush, limbs, and similar biodegradable materials originating on the Premises;
- (4) Natural Habitat and Ecosystem Improvement. With prior written approval of the Grantee, conducting measures designed to restore native biotic communities, or to maintain, enhance or restore wildlife, wildlife habitat, ecosystem function, or rare or endangered species, including planting native trees, shrubs, and other vegetation;
- (5) Archaeological Investigations. Conducting archaeological activities, including without limitation archaeological research, surveys, excavation and artifact retrieval, but only in accordance with an archaeological field investigation plan, which plan shall also address restoration following completion of the archaeological investigation, prepared by or on behalf of the Grantor and approved in advance of such activity, in writing, by the Massachusetts Historical Commission State Archaeologist (or appropriate successor official) and by the Grantee. A copy of the results of any such investigation on the Premises is to be provided to the Grantee;
- (6) Trails. Maintaining and constructing trails as follows:
  - a. New Trails. With prior written approval of the Grantee, constructing new trails or relocating existing trails.
  - b. Trail Features. One sitting bench may be installed at the foot of the slope along High Toss Road.
- (7) Signs. Constructing, installing, maintaining, and replacing signs and informational kiosks with respect to the Permitted Acts and Uses, the Purposes, the Conservation Values, trespass, public access, identity and address of the Grantor, the Grantee's interest in the Premises, boundary and trail markings, any gift, grant, or other applicable source of support for the conservation of the Premises;
- (8) Motorized Vehicles. Using motorized vehicles by persons with mobility impairments, by public safety officials in performance of their official duties, and as otherwise permitted herein; and,
- (9) Outdoor Passive Recreational and Educational Activities. Hiking, cross-country skiing, snowshoeing, nature observation, nature and educational walks and outings, outdoor

educational activities, and other non-motorized outdoor recreational and educational activities.

**C. Site Restoration**

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

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

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

**E. Notice and Approval.**

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

#### IV. INSPECTION AND ENFORCEMENT

##### A. Entry onto the Premises

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

##### B. Legal and Injunctive Relief.

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

##### C. Non-Waiver

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

waiver of such rights.

**D. Disclaimer of Liability**

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

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

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

**V. PUBLIC ACCESS**

Subject to the provisions of this Conservation Restriction, the Grantor hereby grants access to the Premises to the general public and agrees to take no action to prohibit or discourage access to and use of the Premises by the general public, but only for daytime use and only as described in Paragraph III.B.9. provided that such agreement by Grantor is subject to the Grantor's reserved right to establish reasonable rules, regulations, and restrictions on such permitted recreational use by the general public for the protection of the Purposes and Conservation Values. Grantor has the right to control, limit, or prohibit by posting and other reasonable means activities or uses of the Premises not authorized in Paragraph III.B.9. The Grantee may require the Grantor to post the Premises against any use by the public that results in material impairment of the Conservation Values. This grant of public access to the Premises is solely for the purposes described in Section 17C of Chapter 21 of the Massachusetts General Laws and the Grantor and Grantee hereto express their intent to benefit from exculpation from liability to the extent provided in such section.

**VI. TERMINATION/RELEASE/EXTINGUISHMENT**

**A. Procedure**

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

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

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

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

Grantor and Grantee agree that the conveyance of this Conservation Restriction gives rise to a real property right, immediately vested in the Grantee, with a fair market value that is at least equal to the proportionate value that this Conservation Restriction, determined at the time of the conveyance, bears to the value of the unrestricted Premises. The proportionate value of the Grantee's property right will be determined as of the date of termination, release, or extinguishment.

**D. Cooperation Regarding Public Action**

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

**VII. DURATION and ASSIGNABILITY**

**A. Running of the Burden**

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

**B. Execution of Instruments**

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

### **C. Running of the Benefit**

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

1. the Grantee requires that the Purposes continue to be carried out;
2. the assignee is not an owner of the fee in the Premises;
3. the assignee, at the time of the assignment, qualifies under and 26.U.S.C. 170(h), and applicable regulations thereunder, if applicable, and is eligible to receive this Conservation Restriction under Section 32 of Chapter 184 of the Massachusetts General Laws; and
4. the assignment complies with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

## **VIII. SUBSEQUENT TRANSFERS**

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

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

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

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

## **IX. ESTOPPEL CERTIFICATES**

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

## **X. NON MERGER**

The parties intend that any future acquisition of the Premises shall not result in a merger of the



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

## **XI. AMENDMENT**

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

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

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

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

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

## **XII. EFFECTIVE DATE**

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

### **XIII. NOTICES**

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

To Grantor: Wellfleet Conservation Trust  
P.O. Box 84  
Wellfleet, MA 02667

To Grantee: The Compact of Cape Cod Conservation Trusts, Inc.  
36 Red Top Road  
Brewster, MA 02631

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

### **XIV. GENERAL PROVISIONS**

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

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

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

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

#### **C. Severability**

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

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

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

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

The Conservation Values, as well as the natural features, current uses of, and existing improvements on the Premises, such as, but not limited to, trails, woods roads, structures, meadows or other cleared areas, agricultural areas, and scenic views, as applicable, are described in a Baseline Documentation Report (“Baseline Report”) prepared by Grantee with the cooperation of the Grantor, consisting of maps, photographs, and other documents and on file with the Grantee and referenced herein. The Baseline Report (i) is acknowledged by Grantor and Grantee to be a complete and accurate representation of the condition and values of the Premises as of the date of this Conservation Restriction, (ii) is intended to fully comply with applicable Treasury Regulations, (iii) is intended to serve as an objective information baseline for subsequent monitoring of compliance with the terms of this Conservation Restriction as described herein, and (iv) may be supplemented as conditions on the Premise change as allowed over time. Notwithstanding the foregoing, the parties may utilize any evidence of the condition of the Premises at the time of this grant in addition to the Baseline Report.

## **XVI. MISCELLANEOUS**

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

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

### **B. No Surety Interest**

The Grantor attests that there is no mortgage, promissory note, loan, lien, equity credit line, refinance assignment of mortgage, lease, financing statement or any other agreement which gives rise to a surety interest affecting the Premises.

### **D. Prior Encumbrances**

This Conservation Restriction shall be in addition to and not in substitution of any other restrictions or easements of record affecting the Premises.

#### **A. Signature pages:**

Grantor: Wellfleet Conservation Trust

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

Approval by the Town of Wellfleet Selectboard

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

*HIGH TOSS CONSERVATION RESTRICTION*

*Wellfleet MA*

Exhibits:

Exhibit A: Legal Description of Premises

Exhibit B: Reduced Copy of Recorded Plan of Premises

Exhibit C: Conservation Partnership Grant Project Agreement

At a meeting duly held on 27 June 2022, the Wellfleet Conservation Trust voted to grant the foregoing Conservation Restriction to The Compact of Cape Cod Conservation Trusts, Inc.

**Grantor:**  
**TRUSTEES OF THE**  
**WELLFLEET CONSERVATION TRUST**

\_\_\_\_\_  
R. Dennis O’Connell, President/Trustee

\_\_\_\_\_  
S. David Koonce, Jr., Trustee

\_\_\_\_\_  
Susan H. Anthony, Trustee

\_\_\_\_\_  
Virginia G. Page, Trustee

\_\_\_\_\_  
Jane P. Baron, Trustee

\_\_\_\_\_  
Susan Quigley, Trustee

\_\_\_\_\_  
Bertram Bruce, Trustee

\_\_\_\_\_  
Mary Rogers, Trustee

\_\_\_\_\_  
Barbara D. Cary, Trustee

\_\_\_\_\_  
Barry Turnbull, Trustee

\_\_\_\_\_  
Richard Ciotti, Trustee

\_\_\_\_\_  
Jeffrey Petrucelly

\_\_\_\_\_  
Michael Fisher, Trustee

\_\_\_\_\_  
William Iacuesssa, Trustee

\_\_\_\_\_  
Gary J. Joseph, Trustee

\_\_\_\_\_  
Jonathan Kelly, Trustee

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss

27 June 2022

Then personally appeared the above named R. Dennis O’Connell, President/Trustee,\* the Trust named in the forgoing instrument, and proved to me through satisfactory evidence of identification, which was personal knowledge of identity, to be the person whose name is signed on the document and acknowledged he is duly authorized to act on behalf of said Trust, and forgoing instrument to be the free act and deed of the Trust, before me.

\_\_\_\_\_  
Mark H. Robinson, Notary Public  
My commission expires: 8 July 2027

\* and the following Trustees of the Wellfleet Conservation Trust,

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**ACCEPTANCE OF GRANT**

This Conservation Restriction from the Wellfleet Conservation Trust was accepted by **The Compact of Cape Cod Conservation Trusts, Inc.** this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Leonard W. Johnson, President

\_\_\_\_\_  
Henry Lind, Treasurer

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me, the undersigned notary public, personally appeared Leonard W. Johnson, President and proved to me through satisfactory evidence of identification which was personal knowledge to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose on behalf of said corporation.

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

**APPROVAL OF TOWN OF WELLFLEET SELECTBOARD**

We, the undersigned, being a majority of the Selectboard of the Town of Wellfleet, hereby certify that at a public meeting duly held on \_\_\_\_\_ 2022, the Selectboard voted to approve the foregoing Conservation Restriction from **Wellfleet Conservation Trust** to **The Compact of Cape Cod Conservation Trusts, Inc.** in the public interest pursuant to Section 32 of Chapter 184 of the General Laws of Massachusetts.

**TOWN OF WELLFLEET  
SELECTBOARD:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**COMMONWEALTH OF MASSACHUSETTS**

Barnstable, ss:

On this \_\_\_\_\_ day of \_\_\_\_\_ 2022, before me, the undersigned notary public, personally appeared \_\_\_\_\_, and proved to me through satisfactory evidence of identification which was \_\_\_\_\_ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that s/he signed it voluntarily for its stated purpose.

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



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

The undersigned, Secretary of Executive Office of Energy and Environmental Affairs of the Commonwealth of Massachusetts, hereby certifies that the foregoing Conservation Restriction from **Wellfleet Conservation Trust to The Compact of Cape Cod Conservation Trusts, Inc.** has been approved in the public interest pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws.

Dated: \_\_\_\_\_, 2022

\_\_\_\_\_  
BETHANY CARD  
Secretary of Energy and Environmental Affairs

SUFFOLK, ss: COMMONWEALTH OF MASSACHUSETTS

On this \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me, the undersigned notary public, personally appeared BETHANY CARD, and proved to me through satisfactory evidence of identification which was \_\_\_\_\_ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

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

**EXHIBIT A**

Description of the Premises

The Premises subject to this Conservation Restriction is a tract of vacant land, totaling approximately 1.11 acres, situated in Wellfleet, Barnstable County, Commonwealth of Massachusetts, more particularly bounded and described as follows:

The land together with the buildings thereon, situated in Wellfleet, Barnstable County Massachusetts, shown as

LOT 3  
LAND COURT PLAN 32885-B (Sheet 2)

This Conservation Restriction does not create any new lot lines and does not pertain to any remaining land owned by Grantor at locus.

For Grantor's title, see deed recorded in the Barnstable Land Registry District as Document # \_\_\_\_\_ on Land Court Certificate # \_\_\_\_\_.

Street Addresses: 10 Quail Run, Wellfleet MA 02667 (Lot 3)

*HIGH TOSS CONSERVATION RESTRICTION*  
*Wellfleet MA*



EXHIBIT C  
Conservation Partnership Grant Project Agreement

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors may not require any additional agreements, engagement letters, contract terms or other additional terms as part of this Contract without prior Department approval. Click on hyperlinks for definitions, instructions and legal requirements that are incorporated by reference into this Contract. An electronic copy of this form is available at [www.mass.gov/oa](http://www.mass.gov/oa), under Guidance For Vendors - Forms, or [www.mass.gov/oa](http://www.mass.gov/oa) under OSD Forms.

<b>CONTRACTOR LEGAL NAME:</b> Wellfleet Conservation Trust		<b>COMMONWEALTH DEPARTMENT NAME:</b> Energy and Environmental Affairs	
<b>Legal Address: (W-9, W-4,T&amp;C):</b> P.O. Box 84, Wellfleet, MA 02667		<b>MMARS Department Code:</b> EEA	
<b>Contract Manager:</b> Dennis O'Connell		<b>Business Mailing Address:</b> 100 Cambridge St., 9th Floor, Boston, MA 02114	
<b>E-Mail:</b> <a href="mailto:dennyc@comcast.net">dennyc@comcast.net</a>		<b>Billing Address (if different):</b>	
<b>Phone:</b> 508-349-2182 <b>Fax:</b>		<b>Contract Manager:</b> Melissa Cryan	
<b>Contractor Vendor Code:</b>		<b>E-Mail:</b> <a href="mailto:melissa.cryan@mass.gov">melissa.cryan@mass.gov</a>	
<b>Vendor Code Address ID (e.g. "AD001"):</b> AD_		<b>Phone:</b> (617) 626-1171 <b>Fax:</b> (617) 626-1181	
<b>(Note: The Address ID must be set up for EFT payments.)</b>		<b>MMARS Doc ID(s):</b>	
<input checked="" type="checkbox"/> <b>NEW CONTRACT</b>		<input type="checkbox"/> <b>CONTRACT AMENDMENT</b>	
<b>PROCUREMENT OR EXCEPTION TYPE:</b> (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 State or Federal grants 815 CMR 2.00) (Attach 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"/> Legislative/legal or Other (Attach authorizing language/justification, scope and budget)		Enter Current Contract End Date <u>Prior</u> to Amendment: ____/____/____ Enter Amendment Amount: \$ ____ (or "no change") <b>AMENDMENT TYPE:</b> (Check one option only. Attach details of Amendment changes.) <input type="checkbox"/> Amendment to 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"/> Legislative/legal or Other (Attach authorizing language/justification and updated scope and budget)	
The following <b>COMMONWEALTH TERMS AND CONDITIONS (T&amp;C)</b> has been executed, filed with CTR and is incorporated by reference into this Contract. <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services			
<b>COMPENSATION:</b> (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 bill 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 new Total if Contract is being amended): \$63,000.			
<b>PROMPT PAYMENT DISCOUNTS (PPD):</b> 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 ____ statutory/legal or Ready Payments (G.L. c. 29, § 23A); ____ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See <a href="#">Prompt Pay Discounts Policy</a> .)			
<b>BRIEF DESCRIPTION OF CONTRACT PERFORMANCE OR REASON FOR AMENDMENT:</b> (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.) Conservation Partnership grant award for the acquisition in fee of 1.1+/- acres of land located in the Town of Wellfleet, known as the High Toss Conservation Project, for permanent conservation and passive recreation purposes, in accordance with the 2008 Massachusetts Acts, Chapter 312 §2A, and all rules and regulations established by the Executive Office of Energy and Environmental Affairs, Division of Conservation Services.			
<b>ANTICIPATED START DATE:</b> (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 <u>Effective Date</u> (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . <input type="checkbox"/> 2. may be incurred as of ____/____/____, a date <u>LATER</u> than the <u>Effective Date</u> below and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . <input type="checkbox"/> 3. were incurred as of ____/____/____, a date <u>PRIOR</u> to the <u>Effective Date</u> below, and the parties agree that payments for any obligations incurred prior to the <u>Effective Date</u> 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.			
<b>CONTRACT END DATE:</b> Contract performance shall terminate us of <u>June 30, 2022</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.			
<b>CERTIFICATIONS:</b> 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 makes all certifications required under the attached <u>Contractor Certifications</u> (incorporated by reference if not attached hereto) under the pains and penalties of perjury, 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 <u>Commonwealth Terms and Conditions</u> , this Standard Contract Form including the <u>Instructions and Contractor Certifications</u> , the Request for Response (RFR) or other solicitation, the Contractor's Response, 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 <u>801 CMR 21.07</u> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
<b>AUTHORIZING SIGNATURE FOR THE CONTRACTOR:</b> X: <u>R. Dennis O'Connell</u> Date: <u>4/23/22</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>R. Dennis O'Connell</u> Print Title: <u>President</u>		<b>AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:</b> X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Bryan Hightower</u> Print Title: <u>Director, Capital &amp; Trust Planning</u>	

APPLICATION FOR PERMIT TO USE TOWN OWNED PROPERTY

TOWN OF WELLFLEET
300 MAIN STREET
WELLFLEET, MA 02667

Applicant Dennis O'Connell Affiliation or Group Wellfleet Conservation Trust

Telephone Number 508-349-2162 Mailing Address PO Box 84

Email address dennyc@comcast.net

Town Property to be used (include specific area) Long Pond Parking Lot

Date(s) and hours of use: 2022 - Sat (Sun) Sep 17 (18) (rain date) 8:30 AM until noon

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

Wellfleet Conservation Trust - "Annual Guided Walk in Wellfleet" A walk from Long Pond to the ocean side, and back, along dirt roads and trails with educational stops along the way. We expect 85+/- people. We only need the parking area. No food - No fees - Will encourage car pools

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

No other services needed, Will advise Police & Fire Department

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:**

Comments/Conditions:

Permits/Inspections needed:

**Inspector of Buildings:**

Comments/Conditions:

Permits/Inspections needed:

**Police Department:**

Comments/Conditions:

**Fire Department:**

Comments/Conditions:

**DPW:**

Comments/Conditions

**Community Services Director:**

Comments/Conditions:

**Harbormaster:**

Comments/Conditions

**Shellfish:**

Comments/Conditions

**Recreation:**

Comments/Conditions

**Town Administrator:**

Comments/Conditions



SELECTBOARD  
AGENDA ACTION REQUEST

III.

*Public Hearing: Traffic Rules and Regulations*

<b>REQUESTED BY:</b>	Chair Curley
<b>DESIRED ACTION:</b>	
<b>PROPOSED MOTION:</b>	I move to adopt the Traffic Rules and Regulations as Amended
<b>SUMMARY (Optional)</b>	Changes, typographical (Selectboard) All Way Stop Signs at Intersections of: 1. Chequessett Neck Rd and Kendrick Ave 2. Pilgrim Spring Rd, Cove Rd, Indian Neck Rd
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____



~~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.

LT. ISLAND ROAD

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

## 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.

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 15<sup>th</sup> 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 15<sup>th</sup> 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 15<sup>th</sup> 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 15<sup>th</sup> 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 way<sup>1</sup>. 720 CMR 9.06(14) shall not apply when the traffic is otherwise directed by an officer or by a lawful traffic regulating

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<sup>1</sup> 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

## Wellfleet Traffic Rules and Orders

### Appendix A

#### Article VI, Operation of Vehicles, section 1 Obedience to Stop Signs

#### TOWN ROADS

#### STOP SIGNS

Road	Description (signs are to be erected as to face as follows)	Date Adopted
Anawan Road	Westbound drivers on Anawan Road at King Phillip Road	6/22/2004
Bank Street	Northbound drivers on Bank Street at Main Street	6/22/2004
Billingsgate Road	Northeast bound drivers on Billingsgate at King Phillip Road	6/22/2004
Briar Lane	Southbound drivers on Briar Lane at Main Street	6/22/2004
Browns Neck Road	Westbound drivers on Browns Neck Road at Brown's Neck Road	7/8/1966
Cahoon Hollow Road	Eastbound drivers on Cahoon Hollow Road at Ocean View Drive	6/22/2004
Cahoon Hollow Road	Westbound drivers on Cahoon Hollow Road at Intersection with Ocean View Drive	7/8/1966
Chequessett Neck Road	Eastbound drivers on Chequessett Neck Road at Holbrook Avenue	7/8/1966
Chequessett Neck Road	<del>Southbound drivers on Chequessett Neck Road at Kendrick Avenue (Mayo Beach Extension)</del> <u>All Lanes at intersection of Kendrick Ave &amp; Chequessett Neck Rd</u>	<del>7/8/1966</del> <u>1 / 2022</u>
Coles Neck Road	Eastbound drivers on Coles Neck Road at Old Truro Road	6/22/2004
Cottontail Road	Southbound drivers on Cottontail Road at Old County Road	6/22/2004
<del>Cove Rd</del>	<del>All Lanes at intersection of Pilgrim Spring Rd</del>	<del>__ / __ / 2022-2024</del>
Disposal Road	Southbound drivers at Bound Brook Island Road	6/22/2004
DPW Lot	Westbound drivers on DPW Lot at Pole Dike Road	6/22/2004
East Commercial Street	Northeast bound drivers on East Commercial street at Main Street	7/8/1966
Gross Hill Road (2 signs)	Eastbound drivers on Gross Hill Road at Ocean View Drive	7/8/1966
Gull Pond Road	Eastbound drivers on Gull Pond road at Gross Hill Road	7/8/1966
Holbrook Avenue	Northbound drivers Holbrook Avenue at Main Street	7/8/1966
Howland lane	Northbound drivers on Howland Lane at West Main Street	6/22/2004
King Phillip Road	Northbound drivers on King Phillip Road at Billingsgate	6/22/2004
King Phillip Road	Northbound drivers on King Phillip Road at Indian Neck Road	6/22/2004
Lawrence Road	Northbound drivers on Lawrence Road at Gross Hill Road	6/22/2004

Lawrence Road	Southbound drivers on Lawrence Road at Long Pond Road	6/22/2004
LeCount Hollow Parking Lot (AKA Maguire Landing)	Westbound drivers LeCount Hollow Parking Lot at Ocean View Drive and LeCount Hollow Road	6/22/2004
Long Pond Road	Southwest bound drivers on Long Pond Road at Main Street	7/8/1966

**Wellfleet Traffic Rules and Orders**

**Appendix A**

**Article VI, Operation of Vehicles, section 1 Obedience to Stop Signs**

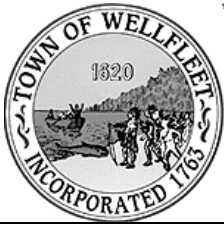
**TOWN ROADS**

**STOP SIGNS**

<b>Road</b>	<b>Description (signs are to be erected as to face as follows)</b>	<b>Date Removed</b>
Holbrook Lane	Northbound drivers Holbrook Lane at Main Street	6/22/2004
Commercial Street	Northbound drivers on Commercial Street at Main Street	6/22/2004
<b>Road</b>	<b>Description (signs are to be erected as to face as follows)</b>	<b>Date Adopted</b>
Long Pond Road (2 signs)	Eastbound drivers on Long Pond Road at Ocean View Drive	6/22/2004
Mill Hill Road	Northbound drivers on Mill Hill Road at Briar Lane	6/22/2004
Ocean View Drive	Northbound drivers on Ocean View Drive at Gross Hill Road	6/22/2004
Old Chequessett Neck Road	Eastbound drivers on Old Chequessett Neck Road at West Main Street	7/8/1966

Paine Hollow Road	Eastbound drivers on Paine Hollow Road at Pleasant Point Road	7/8/1966
Pilgrim Spring Road	Westbound drivers on Pilgrim Spring Road at Cove Road and Indian Neck Road	7/8/1966
Railroad Avenue	Westbound drivers on Railroad Avenue at Holbrook	7/8/1966
Railroad Avenue	Eastbound drivers on Railroad Avenue at Commercial Street	7/8/1966
School Street	Southbound drivers on School Street at Main Street	7/8/1966
Spring Valley Road	Northeast bound drivers on Spring Valley Road at Old Kings Highway	6/22/2004
Unnamed Road	Westbound drivers on Unnamed Road at Intersection with West Road	7/8/1966
West Main Street	Eastbound drivers on West Main Street at Briar lane and Main Street	7/8/1966
Wilson Avenue	East and Westbound drivers on Wilson Avenue at Ocean View Drive	7/8/1966

**OLD STOP SIGNS**



SELECTBOARD  
AGENDA ACTION REQUEST



## *Use of Town Property*

<b>REQUESTED BY:</b>	<b>Jack's Boat Rental~ Mike Schiller, owner</b>
<b>DESIRED ACTION:</b>	To approve the use of drop off areas from now until September 18, 2022.
<b>PROPOSED MOTION:</b>	I move to approve Jack's Boat Rentals to use the areas of Long Pond, Powers Landing, Mayo Beach, Pleasant Point, Indian Neck & <del>Gull Pond</del> for drop offs from July 13, 2022 to September 18, 2022 from 9am
<b>SUMMARY (Optional)</b>	-5pm for a fee of \$1925.
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):
<b>VOTED:</b>	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 customer 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:

(over)

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

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

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

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

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

<b>Recreation:</b>  Comments/Conditions	<b>Town Administrator:</b>  Comments/Conditions
---	---

**TOWN OF WELLFLEET  
BEACH RULES AND REGULATIONS**

**Amended 12/18/00, 02/24/03, 01/27/04, 05/11/04, 06/13/06, 06/26/07, 03/24/09, 1/26/10, 2/22/11,  
8/14/2012, 2/26/2013, 4/22/2014, 5/10/2016, 4/11/2017, 1/23/2018, 6/11/2019, 1/12/2021**

**1. Authority**

The Board of Selectmen of the Town of Wellfleet, MA, has adopted the following rules and regulations pertaining to the use of all Town-owned landing places and beaches within the Town of Wellfleet pursuant to the provisions of Mass. General Laws, Chapter 88, Section 19, Chapter 21, subsection (1) and Chapter 90B, Section 15(b) and any amendments thereof.

**2. Purpose and Intent**

The purpose and intent of these regulations is to establish requirements for the orderly use of the bathing beaches and associated parking areas owned by the Town of Wellfleet to protect the health and safety of the public and to preserve and protect the resource areas covered by these regulations. A list of the applicable bathing beaches within the Town of Wellfleet is attached hereto and incorporated by reference herein.

**3. Definition:** “**Summer season**” is the period between the third Saturday in June through Labor Day between the hours of 9:00 am and 5:00 pm. (amended 02/27/07)

**4. Parking**

Any motor vehicle parked at a Town landing place or beach or on Nauset Road in the marked area during the summer season must clearly display a valid parking permit.

• Newcomb Hollow	• The terminus of Chequessett Neck Road aka The Gut
• White Crest	• Duck Harbor
• Maguire Landing at LeCount Hollow	• Powers Landing
• Gull Pond	• Indian Neck
• Great Pond	• Nauset Road (designated area)
• Long Pond	• Burton Baker Beach

- A. The permit must be permanently attached to the upper part of the exterior of the rearmost side window on the driver’s side of the vehicle. (Taping of the sticker renders it invalid)
- B. Any motor vehicle without a rear side window shall clearly display its permit on the upper portion of the driver’s side window.
- C. Vehicles that remove soft tops and side doors may put the sticker on the lower corner of the front windshield in front of the driver.
- D. Parking permits will not be issued to Dealer Plates unless authorized by the Director of Community Services.
- E. Parking without a valid permit may be authorized only by the Director of Community Services. (amended 02/24/03, 01/27/04, 11/20/09)
- F. All Town landing places and beaches shall be closed to parking between the hours of midnight and one half hour before sunrise each day from June 1 to October 1 except to those persons actively engaged in fishing.
- G. No trailers or overnight campers are allowed to park in beach areas or Town parking areas between midnight and one half hour before sunrise from June 1 to October 1 except for those persons actively engaged in fishing.

## **5. Prohibitions**

- A. Fishing or surf casting, water skiing and use of personal watercraft are prohibited within 500 feet of all Town landing areas during the summer season. Personal watercraft are prohibited in any Town-owned parking lots or on any Town- owned beaches (amended 01/27/04)
- B. Surfing is prohibited during the summer season on the guarded portion of the beaches at Newcomb Hollow, Cahoon Hollow or Maguire Landing at LeCount Hollow when the lifeguards are on duty. Surfing is permitted during the summer season on the guarded portion of the beach at White Crest. (amended 03/24/06)
- C. Hang gliding and para-gliding are prohibited at any Town beach or landing, adjacent dunes and parking lots from April 15<sup>th</sup> through October 1. (amended 06/26/07)
- D. Using, launching, landing or operating an unmanned aircraft from, above or on land, or waters associated with any of the Town of Wellfleet bathing beaches is prohibited at all times by private individuals and entities except as approved in writing by the Town Administrator. The term “unmanned aircraft” means a device that is used or intended to be used for flight in the air without the possibility of direct human intervention from within or on the device and the associated operational elements and components that are required for the pilot or system or system operator in command to operate or control the device (such as cameras, sensors, communication links). This term includes all types of devices that meet this definition (e.g. model airplanes, quadcopters, drones) that are used for any purpose including recreation or commerce.
- E. Garbage, litter and recycling of all kinds must be deposited in the specified containers or carried from the area with you.
- F. The use of soap, shampoo, detergents or cleaning substances is prohibited in all fresh water ponds.
- G. Nudity is not permitted at any time on Town of Wellfleet beaches and landings. (amended 01/12/2021)
- H. No rafts or other floatation devices may be used at any ocean beach without the permission of the lifeguard(s) on duty during the summer season. (amended 01/27/04)
- I. Climbing on all dunes and coastal banks is prohibited except along designated access routes to the beach.
- J. Alcoholic beverages are prohibited on all Town property. (General By-Laws, Article VII, Section 19)

## **6. Animals**

- A. No domesticated animals may be left unattended in any parked vehicle in any beach parking lot or in any beach area or on Nauset Road from May 1<sup>st</sup> to October 1<sup>st</sup>.
- B. The owner or person in charge of any domesticated animal that defecates on any Town of Wellfleet owned property shall promptly remove the fecal matter and dispose of it in a place where it will not cause pollution either directly or indirectly of any pond, wetland, groundwater or coastal water.
- C. All domesticated animals must be leashed at all times on Town beaches and landings where they are permitted.
- D. Domesticated animals are not allowed on the lifeguarded portions of Newcomb Hollow, Cahoon Hollow, White Crest and Maguire Landing at LeCount Hollow between the hours of 9am and 5pm during the summer season except to walk from the parking lot to a point beyond the end of the guarded beach.
- E. Domesticated animals are never allowed on the following salt water beaches and landings: Burton Baker, Indian Neck and Nauset Road, Mayo Beach and Powers Landing.
- F. Domesticated animals shall be kept away from bathers at all town landings and beaches at all times.
- G. Domesticated animals are not allowed in the following freshwater ponds or on the beaches of these ponds: Gull Pond, Long Pond, Great Pond, Duck Pond, Higgins Pond, the Sluiceway, Spectacle Pond, or Dyer Pond from May 15<sup>th</sup> through October 15<sup>th</sup>. (amended 03/24/09)

## **7. Lessons and Events**

- A. Permission to Use Town Property must be obtained from the Wellfleet Board of Selectmen to use a Town beach or landing prior to and for the purpose of:
  - giving lessons of any kind
  - conducting canoe, SUP Board or kayak tours or lessons

- holding events
- conducting a private rental business of canoes, kayaks and SUP boards in which the agent of the business drops off the vessels at Town Landings for use by private individuals for a fee.
  - Liability insurance naming the Town of Wellfleet as an additional insured in the amount of \$1,000,000 is required.
  - A fee may be required by the Selectboard.
  - All surfing lessons and surfing competitions shall be limited to White Crest Beach and adjacent parking lots. (amended 06/13/06, 03/24/09)

**B. Activities at Gull Pond are limited to:**

- Swimming Lessons conducted by the Recreation Department
- Extended Day Summer Recreation conducted by the Recreation Department
- Supervised canoe and kayak tours by the Cape Cod National Seashore or by the Mass Audubon

**8. Enforcement Penalties**

A. Whoever violates any provision of these rules and regulations may, in the discretion of officers of Wellfleet Police Department, the Director of Community Services, Harbormaster, Assistant Harbormaster, Shellfish Constable, Deputy Shellfish Constables and Animal Control Officer be penalized by a non-criminal complaint pursuant to the provisions of M.G.L Chapter 40, Section 21D and be subject to a fine according to the schedule listed below. A violation of each specific rule or regulation shall be deemed a separate offense, and each day on which a violation occurs or continues shall be deemed a separate offense, subject to the penalties stated herein. (03/24/09, 1/26/10, 8/14/2012, 6/11, 2019, 1/12/2021)

**B. Schedule of Fines**

**a. Section 6**

i. <b>First Offense</b>	<b>\$50</b>
ii. <b>Second Offense</b>	<b>\$100</b>
iii. <b>Third Offense</b>	<b>\$300</b>
iv. <b>Fourth or subsequent offense</b>	<b>\$500</b>
<b>b. All other Sections</b>	<b>\$ 75 per offense</b>

C. If the payment for such a fine or any other outstanding fees owed to the Town of Wellfleet is not received by the Town within the time mandated by the department charging the fee, the violator shall lose the right to obtain or use a Wellfleet Beach Fire Permit and a Wellfleet Beach Parking Permit. Permits will be issued only upon verification in writing that the required payment has been received by the Town.



SELECTBOARD  
AGENDA ACTION REQUEST



*Grow Smart Cape Cod*

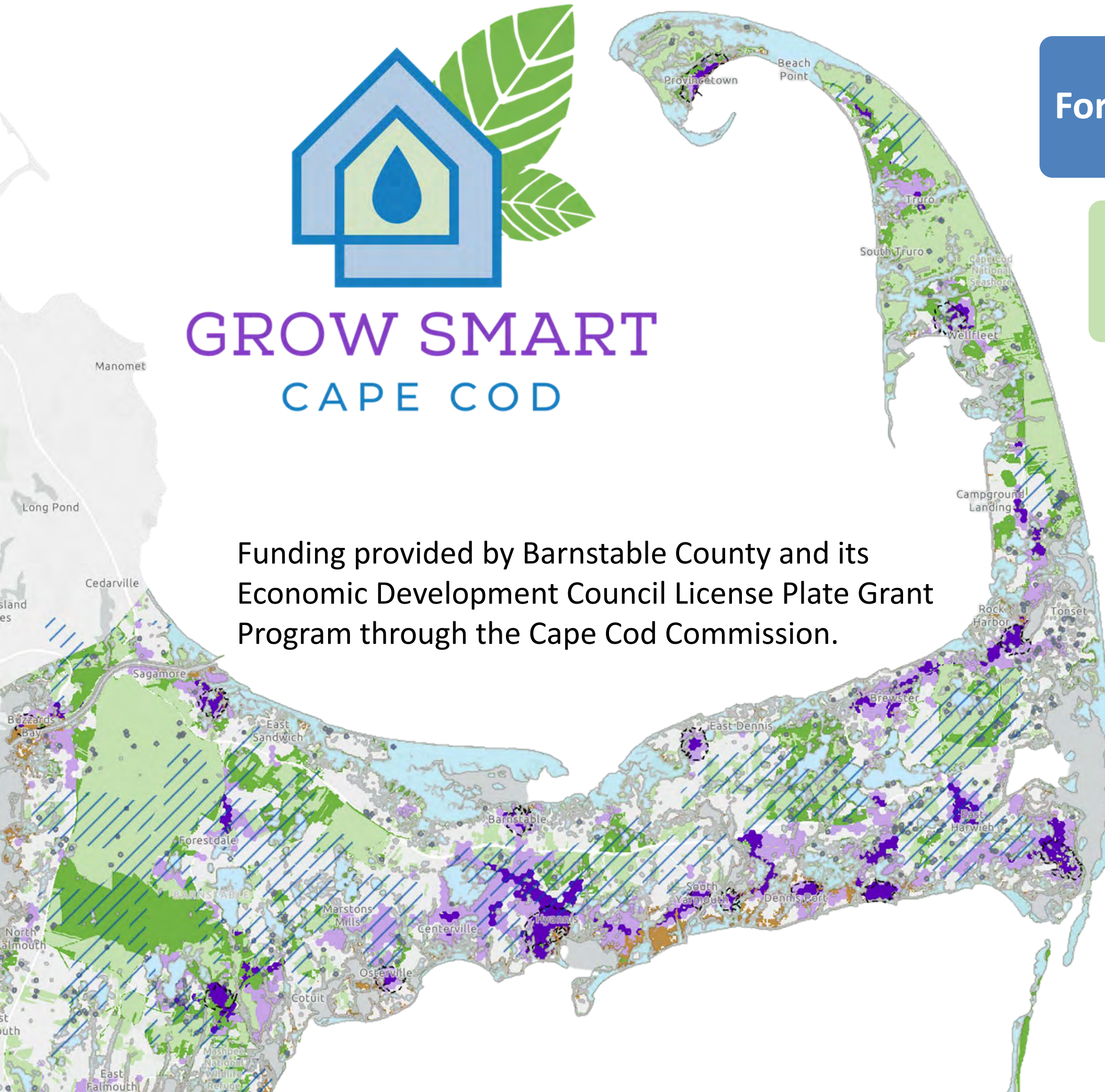
<b>REQUESTED BY:</b>	HAC/APCC
<b>DESIRED ACTION:</b>	
<b>PROPOSED MOTION:</b>	
<b>SUMMARY (Optional)</b>	
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____





# GROW SMART CAPE COD

Funding provided by Barnstable County and its Economic Development Council License Plate Grant Program through the Cape Cod Commission.



**Form Advisory Committee**

**Determine Natural Resource Layers First**

**Develop Housing Scoring Criteria for Remaining Areas**

**Ground Truthing Process**

**Convert to Online Interactive Map**





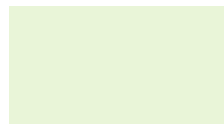
# PRIORITY NATURAL RESOURCE PROTECTION AREAS



DEP Approved Wellhead Protection Areas



Combined Natural Landscape –  
Unprotected and at Risk\*



Protected Open Space



FEMA FIRMs A and V Zones



Certified Vernal Pools with 350ft Buffer



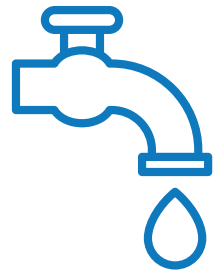
Wetlands with 100ft Buffer



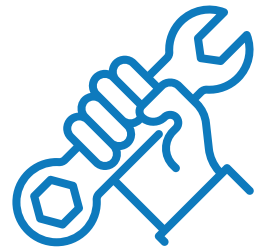


# HOUSING CRITERIA

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**Wastewater  
Infrastructure**



**Existing Activity /  
Development Patterns**



**Future Development  
Potential**

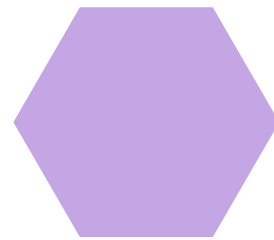




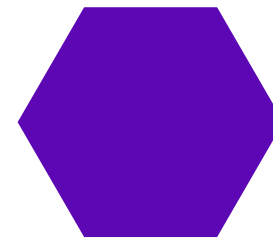
# HOUSING CRITERIA

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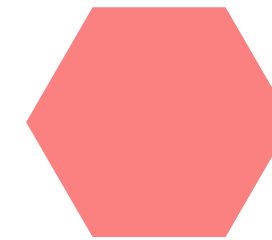
Priority areas for affordable year-round housing



**Moderate Priority**



**High Priority**



**Potential for housing if  
municipal sewer is  
constructed**

Purple hexagons represent areas suitable for inclusion of housing that is appropriately scaled to the neighborhood.

Affordable refers to both deed-restricted “Capital A” Affordable Housing and “lower case a” affordable housing that is unregulated at price point that is attainable for local residents

# RECOMMENDATIONS

---

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.

# HOW TO USE THE INTERACTIVE MAP



1

The maps are intended as a discussion and planning tool, and not to be used as a regulatory document.

2

The maps do not provide a development analysis at the parcel level. Each parcel has its own peculiarities and due diligence is required

3

The maps do not attempt to identify every potential initiative or opportunity for natural resource protection or housing development.

# THANK YOU!





SELECTBOARD  
AGENDA ACTION REQUEST



*Sharks & Seals*

<b>REQUESTED BY:</b>	Salem State University, Center for Coastal Studies, Atlantic White Shark Conservancy
<b>DESIRED ACTION:</b>	
<b>PROPOSED MOTION:</b>	
<b>SUMMARY (Optional)</b>	
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____

# **Human Dimensions of Rebounding Seal and Shark Populations on Cape Cod**

## **EXECUTIVE SUMMARY**

**April 11, 2022**

Funding from Woods Hole Sea Grant supported a team from Salem State University, University of Massachusetts-Boston, Center for Coastal Studies, Center for Animals and Public Policy at Cummings School of Veterinary Medicine at Tufts University, Cape Cod Commercial Fishermen's Alliance, and Atlantic White Shark Conservancy to conduct a mixed mode (mail and Qualtrics) social science survey of residents, tourists and commercial fishers on Cape Cod about their views of seals and sharks. Representative samples of Cape Cod voters (n=547), commercial fishers (n=564), and tourists (n=699) completed surveys between June and September 2021. The methodology is detailed in Appendix A.

Differences in attitudes towards seals among stakeholder groups on Cape Cod are notable. Voters and especially tourists view seals favorably. They hope to see them on Cape Cod. They largely perceive seals as beneficial, positive, and enjoyable. They believe that seals are an important part of the marine ecosystem and a sign of a healthy environment. Commercial fishers hold different views and are more negative in their perceptions of seals and their ecological, economic, and fishery impacts. Commercial fishers blame seals for reducing and suppressing fish stocks, hurting the economy, and creating public safety risks by attracting sharks to the area. Most commercial fishers report interactions with seals. Interactions are most frequent in mid-water (bluefish, striped bass, and tuna), bait-like (herring/menhaden, mackerel, squid), and benthic (skate/monkfish, multi-species/groundfish, and dogfish) fisheries.

The results also indicate that voter and commercial fisher stakeholder groups are not monolithic. About one-fourth of voters share commercial fishers' critiques of seals, whereas some one-third of commercial fishers have more positive views of seals, especially around their ecosystem role. Tourists are largely unified in their positive evaluations of seals.

Little support is found for lethal management of seals in any of the groups. Voters and tourists are strongly opposed to lethal management under all circumstances. Commercial fishers are more divided, resulting in more neutral views when averaged. All three stakeholder groups prefer non-lethal management approaches to lethal management. In addition, almost two-thirds of tourists and half of voters believe seals should be left alone; only one-fifth of commercial fishers believe seals should be left alone. Support for the goals of the Marine Mammal Protection Act (MMPA) is at near consensus levels among voters and tourists; although more conflicted, two-thirds of commercial fishers also support MMPA goals.

Tourists and voters are more likely than commercial fishers to perceive sharks as having aesthetic, ecological, and economic benefits. Commercial fishers hold less favorable views of sharks than tourists and voters on almost every measure, although differences in views are less than in regard to seals. Commercial fishers view sharks more favorably than seals.

While sharks generate fear and are viewed as a threat to people by the majority of voters, tourists, and commercial fishers, the perceived benefits of sharks appear to outweigh the risks. Respondents in all three stakeholder groups view sharks as important to the marine ecosystem. By large margins, respondents in all groups agree with the statement “I am willing to accept some inconvenience and risk in order to have oceans where marine wildlife can thrive.” Very few respondents indicated that they had reduced beach visits to avoid sharks. Moreover, some two-thirds of voters and tourists, and more than half of commercial fishers feel that they have control over whether they encounter a shark.

Tourists are the most likely of the three groups to take actions to avoid encounters with sharks, such as checking and obeying signage and warning systems, following lifeguard instructions, avoiding seals, and using patrolled beaches. Commercial fishers are less likely than tourists and voters to take actions to avoid encounters with sharks. Although the majority of commercial fishers support shark encounter prevention policies such as increased public education, improved signage at beaches, and increased shark patrols, they are less supportive than tourists and voters, who favor these measures at near-consensus levels. Views of restrictions on deep water activities during peak shark season are more mixed, with some support among voters and tourists and virtually no support among commercial fishers.

All three stakeholder groups reject the lethal management of sharks. Over two-thirds of voters, tourists and commercial fishers support leaving sharks alone. Support for non-lethal management of sharks is also high.

While the surveys found differences in attitudes among the three stakeholder groups toward seals, sharks, and their management, shared commitments to coexistence with marine wildlife and ecosystem health are also apparent. Over two-thirds of respondents in all three groups indicate a desire to “learn to share the ocean with the animals that live there.” Management for the ecosystem is the top priority for tourists and voters, and is second only to the fisheries in the management priorities of commercial fishers.

The surveys also reveal that many respondents lack knowledge about the history of seals and sharks in Cape Cod waters and the impacts of public policies on their populations. Only about half of voters, fishers, and tourists are aware that state-funded bounty hunting resulted in the near extinction of seals on Cape Cod by 1960, and only about a third of each sample are aware that fishing activities depleted shark populations. Respondents in all three stakeholder groups are more aware of the role of laws in seal population recovery than in the recovery of shark populations. Commercial fishers are more knowledgeable about the role of laws in population recovery, seal behavior and shark biology.



Signs at the beaches and the news media are the primary sources of information on seals and sharks for all respondent categories. The majority of tourists also rely on lifeguards for information. One third of respondents in each stakeholder group use apps such as Sharktivity, and about one-third of tourists and commercial fishers and almost half of voters rely on social media for information on seals and sharks.

The full report can be found online at <http://seagrant.who.edu/sealshark>

**Principal Investigator**

Jennifer Jackman, Professor, Department of Politics, Policy and International Relations, Salem State University

**Research Staff**

Rachel Bratton, Graduate Research Assistant, School for the Environment, University of Massachusetts – Boston  
Catherine Cummings, Graduate Research Assistant, Center for Animals and Public Policy, Cummings School of Veterinary Medicine at Tufts University

Salem State University Research Assistants: Vanessa Bramante, Victoria Kako, and Derek Baseman

Salem State University: Emily Hanlon (Administrative Assistant, Department of Politics, Policy and International Relations) and Nikki Brewster (Intern)

**Co-Investigators**

University of Massachusetts – Boston: Stephanie Wood, Research Assistant Professor of Seal Biology, School for the Environment

Center for Coastal Studies: Owen Nichols, Director, Marine Fisheries Research and Lisa Sette, Seal Studies Program Coordinator

Cape Cod Commercial Fishermen’s Alliance: Melissa Sanderson, Chief Operating Officer and Stephanie Sykes, Program and Outreach Coordinator

Tufts University: Seana Dowling-Guyer, Associate Director and Allen Rutberg, Director and Associate Research Professor, Center for Animals and Public Policy at the Cummings School of Veterinary Medicine

Atlantic White Shark Conservancy: Cynthia Wigren, Chief Executive Officer, Marianne Long, Education Director, and Megan Winton, Research Scientist

**In partnership with**

Andrea Bogomolni, Chair, Steering Committee, Northwest Atlantic Seal Research Consortium

Jerry Vaske, Professor Emeritus, Warner School of Natural Resources, Colorado State University at Fort Collins

# Human Dimensions of Rebounding Seal and Shark Populations on Cape Cod

## Summary Report April 11, 2022

### **Principal Investigator**

Jennifer Jackman, Professor, Department of Politics, Policy and International Relations, Salem State University

### **Research Staff**

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# Human Dimensions of Rebounding Seal and Shark Populations on Cape Cod

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- C5 Means for marine value orientation, seal attitude, shark attitude, seal lethal management, Marine Mammal Protection Act, and shark lethal management scale variables by gender within commercial fisher stakeholder group, including Gender X
- C6 Means for marine value orientation, seal attitude, shark attitude, seal lethal management, Marine Mammal Protection Act, and shark lethal management scale variables by gender within tourist stakeholder group, including Gender X
- C7 Differences in marine value orientation, seal attitude, shark attitude, seal lethal management, Marine Mammal Protection Act, and shark lethal management scale variables by recreational angler within voter stakeholder group
- C8 Differences in marine value orientation, seal attitude, shark attitude, seal lethal management, Marine Mammal Protection Act, and shark lethal management scale variables by recreational angler within commercial fisher stakeholder group
- C9 Differences in marine value orientation, seal attitude, shark attitude, seal lethal management, Marine Mammal Protection Act, and shark lethal management scale variables by recreational angler within tourist stakeholder group

C10 Means for value orientation, seal attitude, shark attitude, seal lethal management, Marine Mammal Protection Act, and shark lethal management scale variables by surfer identity within voter stakeholder group

C11 Means for value orientation, seal attitude, shark attitude, seal lethal management, Marine Mammal Protection Act, and shark lethal management scale variables by surfer identity within commercial fisher stakeholder group

C12 Means for value orientation, seal attitude, shark attitude, seal lethal management, Marine Mammal Protection Act, and shark lethal management scale variables by surfer identity within commercial fisher stakeholder group

# Human Dimensions of Rebounding Seal and Shark Populations on Cape Cod

## EXECUTIVE SUMMARY

Funding from Woods Hole Sea Grant supported a team from Salem State University, University of Massachusetts-Boston, Center for Coastal Studies, Center for Animals and Public Policy at Cummings School of Veterinary Medicine at Tufts University, Cape Cod Commercial Fishermen's Alliance, and Atlantic White Shark Conservancy to conduct a mixed mode (mail and Qualtrics) social science survey of residents, tourists and commercial fishers on Cape Cod about their views of seals and sharks. Representative samples of Cape Cod voters (n=547), commercial fishers (n=564), and tourists (n=699) completed surveys between June and September 2021. The methodology is detailed in Appendix A.

Differences in attitudes towards seals among stakeholder groups on Cape Cod are notable. Voters and especially tourists view seals favorably. They hope to see them on Cape Cod. They largely perceive seals as beneficial, positive, and enjoyable. They believe that seals are an important part of the marine ecosystem and a sign of a healthy environment. Commercial fishers hold different views and are more negative in their perceptions of seals and their ecological, economic, and fishery impacts. Commercial fishers blame seals for reducing and suppressing fish stocks, hurting the economy, and creating public safety risks by attracting sharks to the area. Most commercial fishers report interactions with seals. Interactions are most frequent in mid-water (bluefish, striped bass, and tuna), bait-like (herring/menhaden, mackerel, squid), and benthic (skate/monkfish, multi-species/groundfish, and dogfish) fisheries.

The results also indicate that voter and commercial fisher stakeholder groups are not monolithic. About one-fourth of voters share commercial fishers' critiques of seals, whereas some one-third of commercial fishers have more positive views of seals, especially around their ecosystem role. Tourists are largely unified in their positive evaluations of seals.

Little support is found for lethal management of seals in any of the groups. Voters and tourists are strongly opposed to lethal management under all circumstances. Commercial fishers are more divided, resulting in more neutral views when averaged. All three stakeholder groups prefer non-lethal management approaches to lethal management. In addition, almost two-thirds of tourists and half of voters believe seals should be left alone; only one-fifth of commercial fishers believe seals should be left alone. Support for the goals of the Marine Mammal Protection Act (MMPA) is at near consensus levels among voters and tourists; although more conflicted, two-thirds of commercial fishers also support MMPA goals.

Tourists and voters are more likely than commercial fishers to perceive sharks as having aesthetic, ecological, and economic benefits. Commercial fishers hold less favorable views of sharks than tourists and voters on almost every measure, although differences in views are less than in regard to seals. Commercial fishers view sharks more favorably than seals.



While sharks generate fear and are viewed as a threat to people by the majority of voters, tourists, and commercial fishers, the perceived benefits of sharks appear to outweigh the risks. Respondents in all three stakeholder groups view sharks as important to the marine ecosystem. By large margins, respondents in all groups agree with the statement “I am willing to accept some inconvenience and risk in order to have oceans where marine wildlife can thrive.” Very few respondents indicated that they had reduced beach visits to avoid sharks. Moreover, some two-thirds of voters and tourists, and more than half of commercial fishers feel that they have control over whether they encounter a shark.

Tourists are the most likely of the three groups to take actions to avoid encounters with sharks, such as checking and obeying signage and warning systems, following lifeguard instructions, avoiding seals, and using patrolled beaches. Commercial fishers are less likely than tourists and voters to take actions to avoid encounters with sharks. Although the majority of commercial fishers support shark encounter prevention policies such as increased public education, improved signage at beaches, and increased shark patrols, they are less supportive than tourists and voters, who favor these measures at near-consensus levels. Views of restrictions on deep water activities during peak shark season are more mixed, with some support among voters and tourists and virtually no support among commercial fishers.

All three stakeholder groups reject the lethal management of sharks. Over two-thirds of voters, tourists and commercial fishers support leaving sharks alone. Support for non-lethal management of sharks is also high.

While the surveys found differences in attitudes among the three stakeholder groups toward seals, sharks, and their management, shared commitments to coexistence with marine wildlife and ecosystem health are also apparent. Over two-thirds of respondents in all three groups indicate a desire to “learn to share the ocean with the animals that live there.” Management for the ecosystem is the top priority for tourists and voters, and is second only to the fisheries in the management priorities of commercial fishers.

The surveys also reveal that many respondents lack knowledge about the history of seals and sharks in Cape Cod waters and the impacts of public policies on their populations. Only about half of voters, fishers, and tourists are aware that state-funded bounty hunting resulted in the near extinction of seals on Cape Cod by 1960, and only about a third of each sample are aware that fishing activities depleted shark populations. Respondents in all three stakeholder groups are more aware of the role of laws in seal population recovery than in the recovery of shark populations. Commercial fishers are more knowledgeable about the role of laws in population recovery, seal behavior and shark biology.

Signs at the beaches and the news media are the primary sources of information on seals and sharks for all respondent categories. The majority of tourists also rely on lifeguards for information. One third of respondents in each stakeholder group use apps such as Sharktivity, and about one-third of tourists and commercial fishers and almost half of voters rely on social media for information on seals and sharks.

# Human Dimensions of Rebounding Seal and Shark Populations on Cape Cod

## Introduction

State-sanctioned bounty hunting in the 19<sup>th</sup> and 20<sup>th</sup> century led to the local extinction of seals from Massachusetts coastal waters by the 1950s (Andrews and Mott 1962, Lelli et al. 2009, Lotze et al., 2004, Wood et al. 2011). In 1962, Massachusetts outlawed the killing of gray seals and, at the federal level, in 1972, the Marine Mammal Protection Act (MMPA) made it illegal to harass, hunt, capture, or kill any marine mammal. Under these protections, seal populations began to rebound, enhanced by emigration from Canada. In 1991, researchers determined that gray seals had re-established a historic breeding colony at Muskeget Island (MA) (Wood et al. 2020). The most recent population estimate in U.S. waters based on pups born at U.S. breeding sites is 27,131 (95% CI: 22,162 – 33,215) animals (Hayes et al. 2018).

Similarly, Northwest Atlantic shark abundances experienced population declines as a result of commercial fisheries bycatch and recreational fishing. The white shark population suffered population reductions estimated to be as high as 73% in the 1970s and 1980s (Baum et al. 2003, Curtis et al. 2014, Winton et al. 2021). Fishery management plans for coastal shark species, including white sharks, were not put into place until 1993 (NMFS 1993). White sharks were designated as prohibited species for fisheries in federal waters in the Atlantic in 1997 (NMFS 1997, US Department of Commerce 1997). In the past decade, increases in white shark sightings and catch records in the broader Northwest Atlantic have increased, which suggests some level of population recovery, but stock status remains uncertain (Curtis et al. 2014). The increased presence of white sharks off of Cape Cod has been tied to increases in seal populations (Skomal et al. 2012).

Increases in the local abundance of seals and sharks are considered conservation success stories. Re-established seal and shark populations have generated new tourist industries and constituencies with an interest in seals and sharks. Seal cruises, seal walks and shark viewing expeditions increasingly have become popular activities for both tourists and residents. However, conflicts related to seal and shark populations threaten continued conservation of both species. In September 2018, the first shark fatality in Massachusetts since 1936 escalated public safety concerns.

Seals occupy a contentious space in public discourse on Cape Cod. An expanding seal population in the region is a boon to the environment in many respects. Marine mammals are known to act as nutrient pumps, effectively transferring energy from deep water and offshore areas to surface waters and nearshore areas, and may suppress other predators of valued fish (Lavery et al. 2012, Roman and McCarthy 2010). However, while this has not been shown to occur in the U.S. at this time, the movement of energy via fecal deposition may increase the prevalence of certain parasites in fishes (Bamford 2015, Buchmann and Kania 2012, Haarder et al. 2014, Hauksson 2011).

While they can provide benefits to the local economy in terms of eco-tourism (DiGiovanni and Sabrosky 2010), seals may compete with commercial and recreational fisheries targeting some of the same stocks of fish (Benoît et al. 2011, Cook et al. 2015, Moksness et al. 2011). There are also concerns that large seal populations (relative to recent historic lows) may reduce the capacity of overfished stocks to recover (Cook et al. 2015, Swain et al. 2011). At the same time, some argue that seals are being scapegoated for problems caused by overfishing (Morissette and Pauly 2012, Roman et al. 2013).

Seals also come into conflict with fisheries by damaging and depredating gear (Cosgrove et al. 2015, Königson et al. 2010, Königson et al. 2013, Nichols et al. 2012, Nichols et al. 2014). In addition to the fishery consequences, such interactions put seals at risk for becoming entangled in fishing gear, ingesting debris, or being struck by fishing vessels. These occurrences are believed to directly cause 45% of gray seal stranding deaths in Southeastern MA (Bogomolni et al. 2010), and an estimated 1-2,000 seals are killed in fisheries interactions each year off the coast of Massachusetts (ASRG 2021, Hatch and Orphanides 2015, Northeast Fisheries Science Center 2021). This is the highest level of bycatch of any marine mammal species in the United States. Moreover, a recent study on the prevalence of entanglement indicates that current methods and data sources used for estimating fishery interactions may grossly underestimate instances of serious seal injuries and mortalities in the region as a welfare issue (Martins et al. 2019).

Human behavior often contributes to human-wildlife conflict (Barduch-Mordo et al. 2009). Seal-fishery and human-shark conflicts are no exception. On Cape Cod, the provisioning of seals in harbors incidentally when decks are cleaned and intentionally when fishers toss fish to seals has been documented (Gilbert et al. 2015). Instances of crew on charter boats “chumming” seals with fish for the entertainment of passengers also have been reported. Similarly, swimming in close proximity to seals, wearing wetsuits that mimic seals, and swimming in deep water can contribute to human-shark encounters.

To develop and target messaging that advances wildlife conservation and responsible stewardship of the interfacing human and marine ecosystems, researchers, policy makers, and organizations concerned with the marine environment need an understanding of the values, perceptions, and knowledge of key stakeholders (Bogomoloni et al. 2021, Treves et al. 2009). Building on a pilot study of attitudes toward seals on Nantucket among voters, tourists, and recreational anglers (Jackman et al. 2018), Salem State University, University of Massachusetts-Boston, Center for Coastal Studies, Center for Animals and Public Policy at Cummings School of Veterinary Medicine at Tufts University, Cape Cod Commercial Fishermen’s Alliance, and Atlantic White Shark Conservancy undertook a collaborative research project to survey residents, tourists and commercial fishers on their views of seals and sharks with the goal of fostering coexistence, enhancing public safety, and mitigating conflicts. The project was funded by Woods Hole Sea Grant with additional support from the Elizabeth A. Lawrence Endowed Fund of the Center for Animals and Public Policy at Cummings School of Veterinary Medicine at Tufts University and Salem State University’s Department of Politics, Policy and International Relations, Faculty Scholarship Support Program, and Frederick E. Berry Institute of Politics.

## Respondents

Administered through mail surveys and Qualtrics, surveys were completed by representative samples of Cape Cod voters (n=547), commercial fishers (n=564), and tourists (n=699) between June and September 2021.

In the voter sample, the proportions of female (53.2%) and male (46%) respondents mirrored the 2020 U.S. Census gender balance for >18 year olds in Barnstable County. Of voters, 0.7% identified as Gender X. Non-response bias checks between respondents and non-respondents found that voters older than 65 years old ( $X^2 = 55.107$ ,  $df=3$ ,  $p < .001$ ) and voters in the Lower Cape Region ( $X^2 = 14.692$ ,  $df=2$ ,  $p < .001$ ) were over-represented. To correct for this over-representation, voter data were weighted by Barnstable County voter population age and regional distribution ( Jackman et al. 2018, Jackman and Rutberg 2015). No significant differences in findings between weighted and unweighted data were found.

In the commercial fisher sample, non-response bias checks of respondent and non-respondents found no differences in regional distribution on Cape Cod (Table 1) ( $X^2 = 5.578$ ,  $df=2$ ,  $p = .061$ ). Similar distribution of the types of commercial fishery endorsements were held among the population of 1761 Barnstable County commercial fishery permit holders and respondents (Table 1). Of commercial fishers, 92.5% were male, 6% female, and 1.5% Gender X.

**Table 1. Barnstable County commercial fishery permit holder population and respondents by endorsement (%)**

	Population	Respondents
Bait-like (Herring, Squid, Eel)	3.8	3.5
Fish pots (Sea Bass, Conch, Scup)	2.7	1.2
Midwater (Striped Bass, Whiting)	33.0	41.4
Benthic (Groundfish, Dogfish, Tautog)	25.8	19.7
Shellfish (Sea Scallop, Bay Scallop, Quahog, Urchin)	34.6	34.2

In the tourist sample, the distribution of respondents by the beach at which they were recruited was very similar to the distribution of Cape Cod National Seashore beach visitors during June and July 2021 as reported by the National Park Service (2021) (Table 2).

**Table 2. Cape Cod National Sea Shore Tourist visitation population and respondents by beach (%)**

Beach	Visitation (NPS 2021)	Respondents
Coast Guard	22.1	20.8
Head of the Meadow	7.0	5.8
Herring Cove	18.8	21.4
Marconi	17.9	17.6
Nauset Light	14.7	12.6
Race Point	19.5	21.9

Of tourist respondents, 61.3% were female, 37.2% male, and 1.5% Gender X. Over half of tourists (52.2%) were visitors from elsewhere in New England. Another one-third (31.5%) were from the Mid-Atlantic Region. Additional visitors hailed from the South (7.2%), Mid-west (3.7%), and West (5.4%).

To allow segmentation by participation in recreational fishing and surfing, respondents in all three samples were asked if they identified as recreational anglers an/or surfers. Over one-third of commercial fishers (39.9%) identified as recreational anglers, compared with 27.9% of voters and 12.1% of tourists. Of the commercial fishers, 14.5% (82) identified as for-hire fishers. Of commercial fishers, 8.9% (50) identified as surfers. Only 3.9% of voters (20) and 3.7% of tourists (26) identified as surfers.

Appendix A includes detailed descriptions of methodology, variables, and data analysis. Appendix B includes ANOVA tables to supplement the findings presented below. Appendix C includes ANOVA tables that measure differences in scale variables for value orientation, seal attitude, shark attitude, seal lethal management, Marine Mammal Protection Act, and shark lethal management segmented by gender and recreational anglers within the three stakeholder groups. Because of the small number of Gender X and surfer respondents in each stakeholder group, only descriptive data are provided in Appendix C for comparisons within stakeholder groups.

## **Findings**

### **1. Marine Wildlife Value Orientations**

Respondents were asked a series of questions about the beliefs they hold related to oceans and marine wildlife. In human dimensions of wildlife research, these beliefs together form value orientations, which range on a continuum from utilitarian or use value orientation to protection or mutualistic value orientation (Fulton et al. 1996). Value orientations are especially important since they drive attitudes and behavior (Engel et al. 2021, Vaske and Donnelly 1999, Vaske and Manfreda 2012).

The values of all three stakeholder groups toward marine wildlife in this study are more oriented toward protection than use (Figure 1). However, significant differences among the three groups were detected on scale and item variables (Appendix B Table B1). Tourists consistently score highest on the marine values orientation protection scale and items, followed by voters, and lowest on the marine values orientation use scale and items, followed by voters. Commercial fishers are more likely than voters and tourists to prioritize the use of marine wildlife, but, even for fishers, protection values are higher than use values.

Of particular importance, super-majorities of tourists (97%), voters (93%), and commercial fishers (74%) indicate that they believe “we should learn to share the ocean with animals that live there.” Similarly, 94% of tourists, 86% of voters, and 66% of fishers are “willing to accept some inconvenience and risk in order to have oceans where marine wildlife can thrive.”

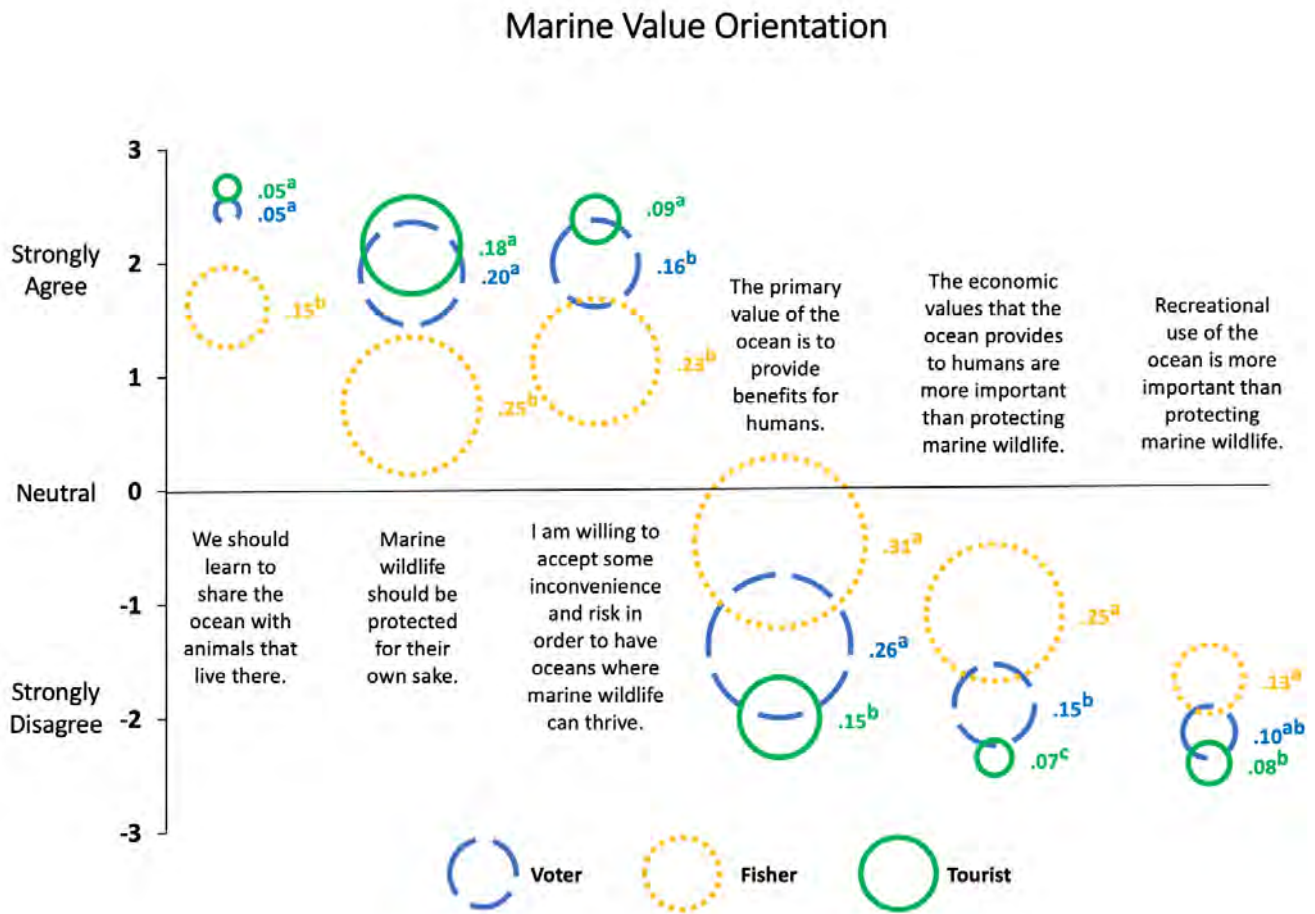


Figure 1. Mean and  $PCI_2$  values for marine value orientation protection and use scale items by stakeholder.  $PCI_2$  values are represented by bubble size, with lower values associated with more consensus (smaller bubbles) and higher values associated with more conflict (larger bubbles). The different superscript letters (a, b, c) on the  $PCI_2$  indicate differences in  $PCI_2$  scores for the three groups.

The Potential for Conflict Index (PCI<sub>2</sub>), which measures levels of consensus and conflict within stakeholder groups, revealed consensus among voters (PCI<sub>2</sub> = 0.10), commercial fishers (PCI<sub>2</sub> = 0.13), and tourists (PCI<sub>2</sub> = 0.08) in rejecting the statement “recreational use of the ocean is more important than protecting marine wildlife.” (A detailed description of the Potential for Conflict Index is provided in Appendix A.). For the other use value orientation items, consensus remains high among tourists who reject the view that the economic value of the ocean is more important than protecting marine wildlife (PCI<sub>2</sub> = 0.07), while conflict is greater among voters (PCI<sub>2</sub> = 0.15) and commercial fishers (PCI<sub>2</sub> = 0.25). Conflict is highest within all stakeholder groups in response to the statement “the primary value of the ocean is to provide benefit for humans,” with the most consensus among tourists (PCI<sub>2</sub> = 0.15).

Of the protection value orientation items, consensus among tourists (PCI<sub>2</sub> = 0.05), voters (PCI<sub>2</sub> = 0.05), and commercial fishers (PCI<sub>2</sub> = 0.15) is highest for the coexistence statement. Consensus is also high among tourists (PCI<sub>2</sub> = 0.09) for willingness to accept some inconvenience and risk in order to have oceans where marine wildlife can thrive, while responses to this statement are more polarized among voters (PCI<sub>2</sub> = 0.16) and commercial fishers (PCI<sub>2</sub> = 0.23). The statement “marine wildlife should be protected for their own sake” is the most controversial among commercial fishers (PCI<sub>2</sub> = 0.25), but is less controversial among voters (PCI<sub>2</sub> = 0.20) and tourists (PCI<sub>2</sub> = 0.18).

Analysis of results by gender and recreational angler identity reveals differences within segments of each stakeholder group. Within voter (Appendix C Table C1) and commercial fisher (Appendix C Table C2) stakeholder groups, females are significantly more likely than males to display wildlife value orientations focused on protection of marine wildlife rather than use. A gender gap among tourists also is present, but not statistically significant (Appendix C Table C3). Descriptive data on attitudinal scales for Gender X are provided in Appendix C Tables C4, C5, and C6).

Among voters (Appendix C Table C7) and tourists (Appendix Table C9), recreational anglers are significantly more likely to hold marine use values than non-anglers. Voters who identify as recreational anglers are also less likely to hold protection values than non-anglers, while differences based on recreational angler status among tourists are not statistically significant. Differences in marine value orientations between commercial fishers who identified as recreational anglers and those who did not are not statistically significant (Appendix C Table C8).

## **2. Attitudes toward Seals on Cape Cod**

Significant differences are found in the attitudes of the three stakeholder groups toward seals (Appendix Table B2). Consistently, tourists hold the most favorable views of seals, followed by voters. Both tourists and voters view seals as beneficial, positive, and enjoyable. Commercial fishers largely perceive seals as harmful, negative, and not enjoyable. Of tourists, 64% take pride in seals. Pride in seals on Cape Cod is lower for voters (45%) and very low for fishers (10%).

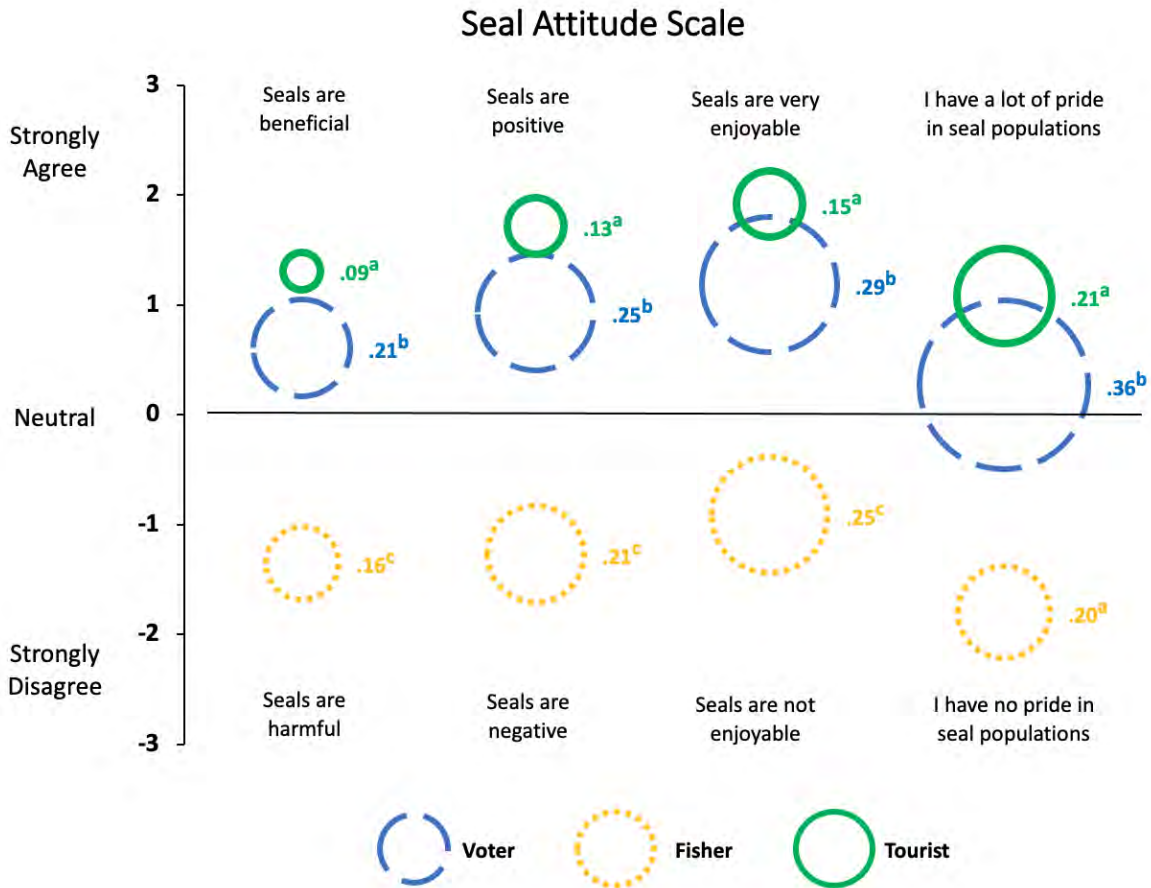


Figure 2. Mean and PCI<sub>2</sub> values for seal attitude scale items by stakeholder. PCI<sub>2</sub> values are represented by bubble size, with lower values associated with more consensus (smaller bubbles) and higher values associated with more conflict (larger bubbles). The different superscript letters (a, b, c) on the PCI<sub>2</sub> indicate differences in PCI<sub>2</sub> scores for the three groups.

For all scale items, tourists display more consensus than voters or commercial fishers in their favorable views of seals. Consensus is greatest among tourists (PCI<sub>2</sub> = 0.09) for “seals are beneficial.” Commercial fishers also have high levels of consensus in their perception of “seals are harmful” (PCI<sub>2</sub> = 0.16). Response to “seals are positive” and “seals are very enjoyable” followed the same pattern, with the most consensus among tourists (PCI<sub>2</sub> = 0.13, PCI<sub>2</sub> = 0.15) in their favorable views of seals and fishers (PCI<sub>2</sub> = 0.21, PCI<sub>2</sub> = 0.25) in their unfavorable views. The levels of consensus are similar among commercial fishers in their lack of pride for seal populations (PCI<sub>2</sub> = 0.20) and tourists in their pride in seals (PCI<sub>2</sub> = 0.21), while voters are more conflicted (PCI<sub>2</sub> = 0.36).

Gender-based differences are statistically significant within each stakeholder group, with females consistently more favorable toward seals than males (Figure 3, Appendix C Table C1). Descriptive data on attitudinal scales for Gender X are provided in Appendix C Tables C4, C5, and C6). Among both voters (Figure 4, Appendix C Table C7) and tourists (Figure 5, Appendix Table C9), recreational anglers hold more negative views of seals than non-anglers. Differences between



recreational anglers and non-anglers among commercial fishers are not statistically significant. (Appendix C Table C8).

### Voter – Seal Attitude Scale by Gender

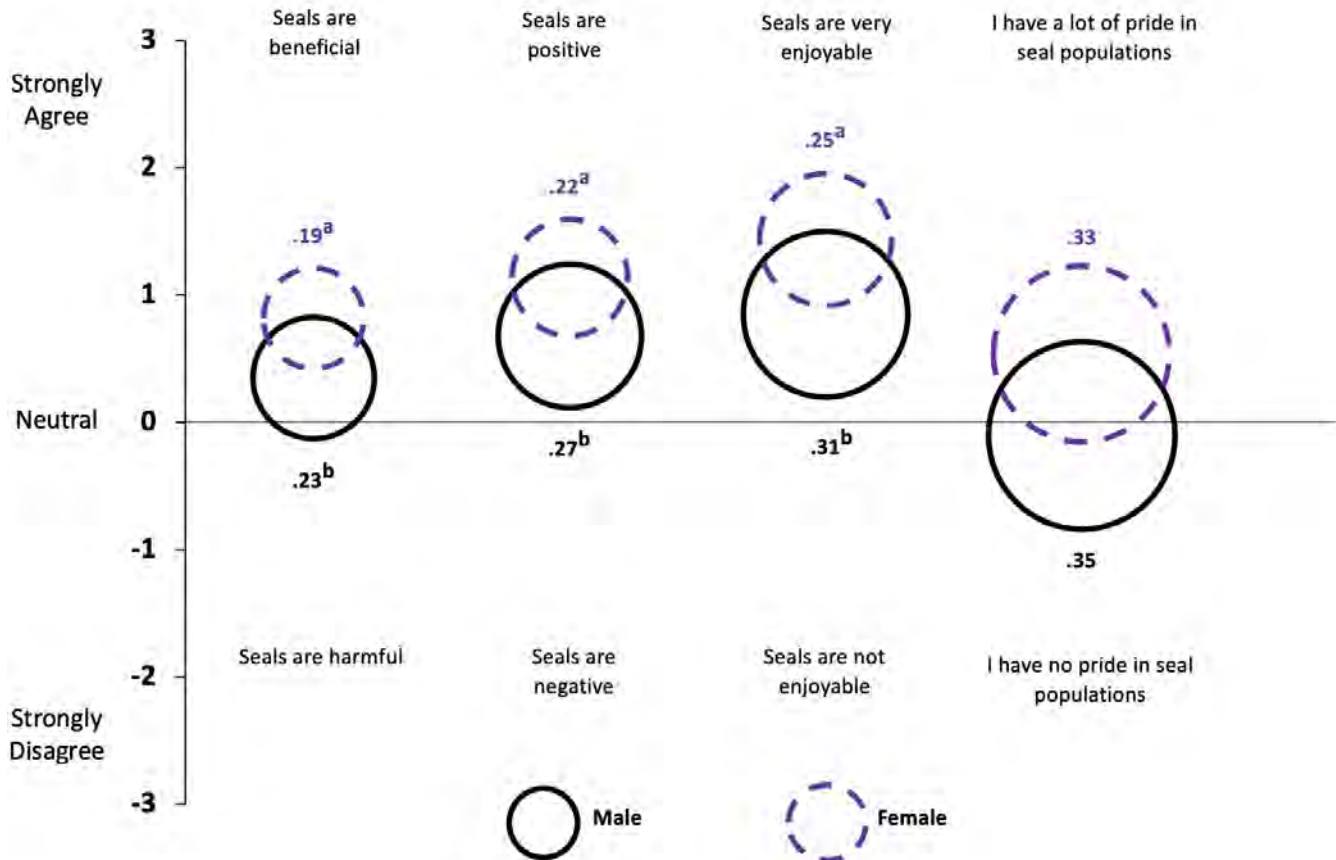


Figure 3. Mean and PCI<sub>2</sub> values for seal attitude scale items by gender for voters. PCI<sub>2</sub> values are represented by bubble size, with lower values associated with more consensus (smaller bubbles) and higher values associated with more conflict (larger bubbles). The different superscript letters (a, b, c) on the PCI<sub>2</sub> indicate differences in PCI<sub>2</sub> scores for the three groups.

### Commercial Fisher – Seal Attitude Scale by Gender

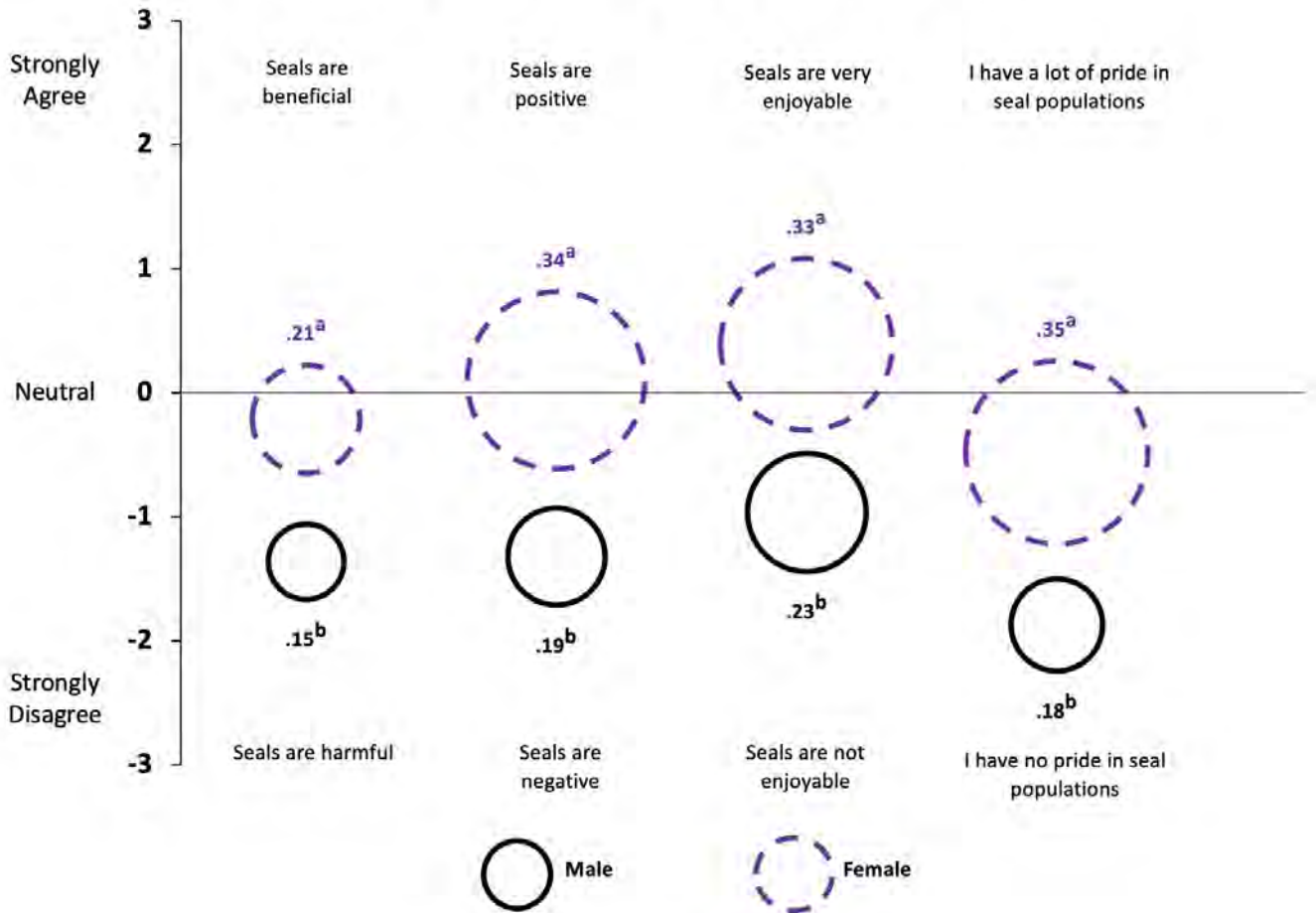


Figure 4. Mean and PCI<sub>2</sub> values for seal attitude scale items by gender for commercial fishers. PCI<sub>2</sub> values are represented by bubble size, with lower values associated with more consensus (smaller bubbles) and higher values associated with more conflict (larger bubbles). The different superscript letters (a, b, c) on the PCI<sub>2</sub> indicate differences in PCI<sub>2</sub> scores for the three groups.

### Tourist – Seal Attitude Scale by Gender

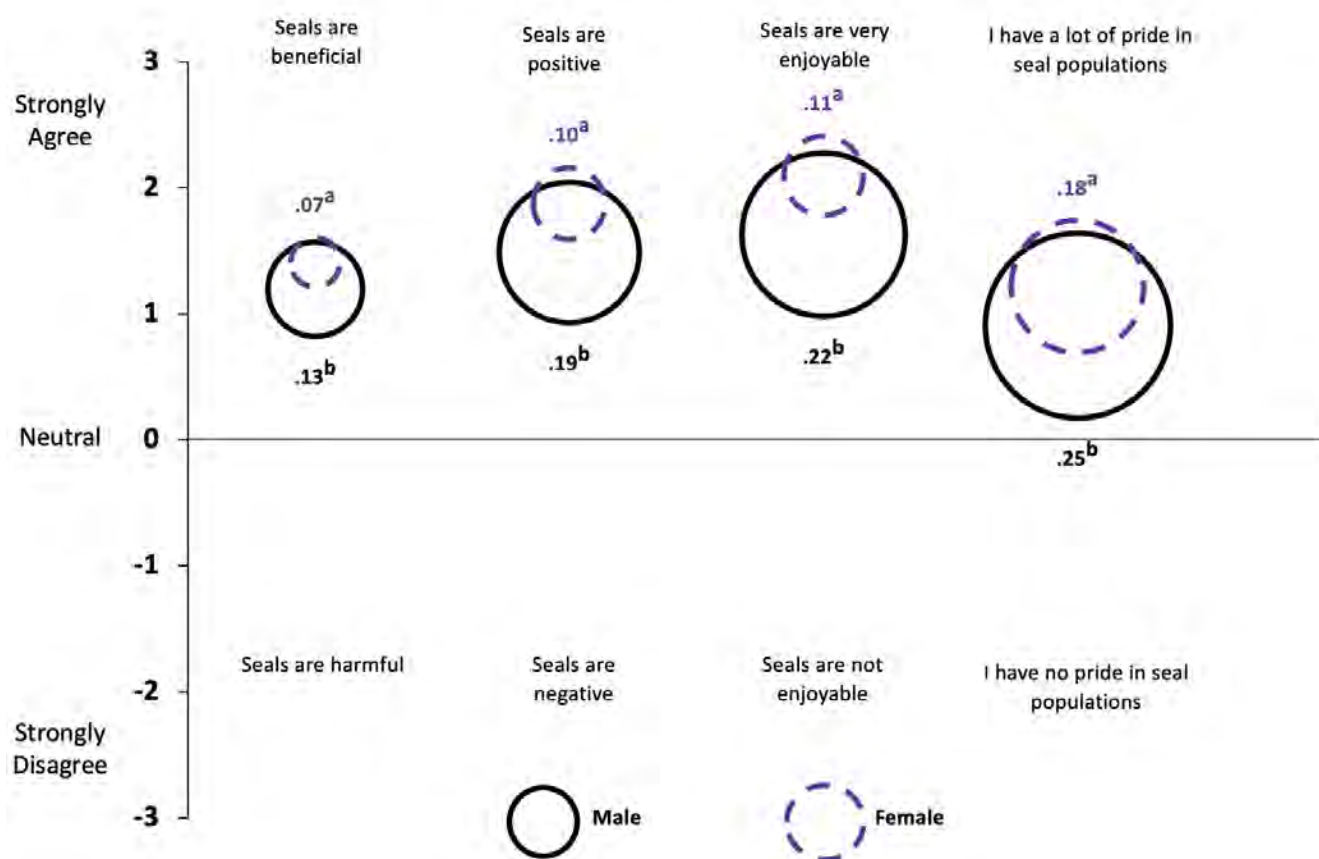


Figure 5. Mean and PCI<sub>2</sub> values for seal attitude scale items by gender for tourists. PCI<sub>2</sub> values are represented by bubble size, with lower values associated with more consensus (smaller bubbles) and higher values associated with more conflict (larger bubbles). The different superscript letters (a, b, c) on the PCI<sub>2</sub> indicate differences in PCI<sub>2</sub> scores for the three groups.

### 3. Attitudes toward Sharks on Cape Cod

Differences in attitudes toward sharks among the three stakeholder groups are less pronounced than their views of seals (Appendix B Table B3), with the mean views of sharks as beneficial/harmful, positive/negative, enjoyable/not enjoyable, and pride/no pride hovering around neutral for all three groups (Figure 6). Tourists perceive sharks to be more positive and beneficial than voters and commercial fishers, but they also are more frightened of the sharks than the other two groups. Nonetheless, tourists (40%) and voters (42%) have higher levels of pride in sharks than commercial fishers (34%).

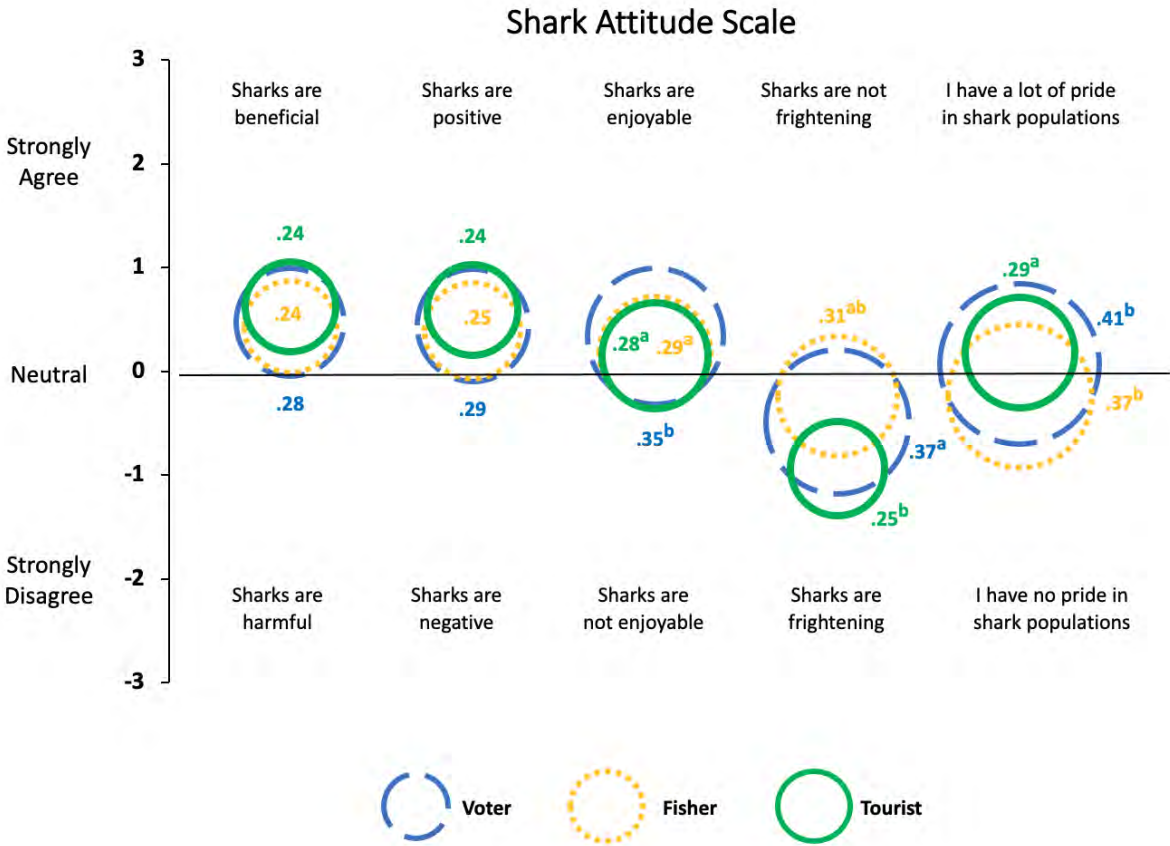


Figure 6. Mean and  $PCI_2$  values for shark attitude scale items by stakeholder.  $PCI_2$  values are represented by bubble size, with lower values associated with more consensus (smaller bubbles) and higher values associated with more conflict (larger bubbles). The different superscript letters (a, b, c) on the  $PCI_2$  indicate differences in  $PCI_2$  scores for the three groups.

The views of voters are most polarized for all five shark attitude statements, with  $PCI_2$  values ranging from 0.28 (“Sharks are beneficial”) to 0.41 (“I have a lot of pride in shark populations”), although differences in levels of conflict between stakeholder groups are only statistically significant for the statements related to fright and pride. Tourists and commercial fishers have similar levels of consensus for the first three statements, with  $PCI_2$  values of 0.24 for both samples in response to “sharks are beneficial,” values of 0.24 (tourist) and 0.25 (commercial fisher) for “sharks are positive,” and 0.28 (tourist) and 0.29 (commercial fisher) for “sharks are enjoyable.” Tourists are the most united in agreement that sharks are frightening ( $PCI_2 = 0.25$ ), while fishers ( $PCI_2 = 0.31$ ) and voters ( $PCI_2 = 0.37$ ) are less frightened of sharks and more conflicted within samples than tourists. Tourists also display the most consensus around “I have a lot of pride in shark populations” ( $PCI_2 = 0.29$ ), while commercial fishers disagree with the statement and are more conflicted ( $PCI_2 = 0.37$ ).

Only among tourists is the gender gap in attitudes towards sharks statistically significant, with female tourists more favorable toward sharks than male tourists (Appendix C Tables C1, C2, C3). Descriptive data on attitudinal scales for Gender X are provided in Appendix C Tables C4, C5, and C6). Differences in attitudes among voters (Appendix C Table C7), commercial fishers (Appendix C Table C8),

and tourists (Appendix C Table C9) towards sharks based on recreational angler status are not significant.

Pride in Cape Cod shark populations is lower than for seals among tourists and voters (Figure 4). Unlike tourists and voters, commercial fishers have greater pride in shark than seal populations.

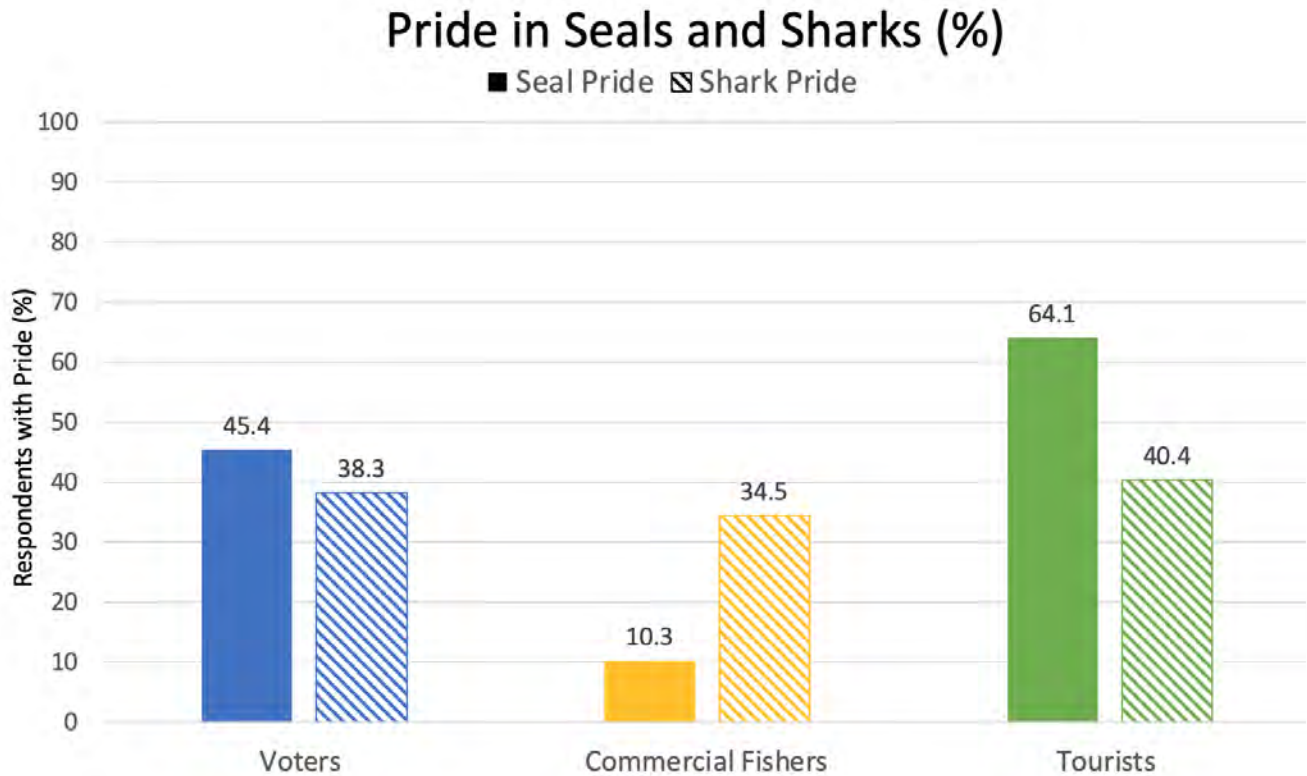


Figure 7. Pride in seals and sharks by stakeholder group (% agree).

#### 4. Beliefs about Seals

Tourists and voters hold more favorable beliefs about seals than commercial fishers (Appendix B Table B4). Majorities of both stakeholder groups believe that seals symbolize the beauty of Cape Cod (70% tourists, 51% voters), are important to the ecosystem (87% tourists, 74% voters), are a sign of a healthy environment (77% tourists, 65% voters), and help balance food webs (77% tourists, 64% voters). Of commercial fishers, only 15% believe that seals symbolize beauty on Cape Cod, 38% believe that seals are important to the ecosystem, and 33% believe seals are a sign of a healthy environment.

Few tourists and voters agree with the statements that seals are nuisance animals (8% tourists, 22% voters), cause the decline of fish stocks (9% tourists, 23% voters), hurt the economy because they compete with fishermen (10% tourists, 24% voters), and suppress the recovery of fish stocks (13% tourists, 29% voters). Conversely, almost two-thirds (62%) of commercial fishers view seals as a

nuisance, 57% blame seals for fish stock declines, 62% believe seals hurt the economy because they compete with fishermen, and 77% believe seals suppress fish stock recovery. Most tourists (77%), voters (75%) and even commercial fishers (56%) agree that overfishing is a cause of fish stock decline.

Majorities of both voters (54%) and commercial fishers (70%) believe seals are a threat because they draw sharks. Only 38% of tourists view seals drawing sharks as a threat. Still, over two-thirds of voters (90%), fishers (65%), and tourists (97%) believe that seals have the right to exist. Voters (60%) and tourists (77%) believe that climate change impacts the presence of seals along Cape Cod; only 28% of commercial fishers hold this belief.

Voters and tourists have vastly different views than commercial fishers of the role seals play in the ecosystem (Figure 8, Appendix B Table AB). The seal ecological benefits scale and item variables reveal that tourists, followed by voters, have the most positive perceptions of seal contributions to the environment, whereas fishers are more likely to believe that seals cause ecological harm.



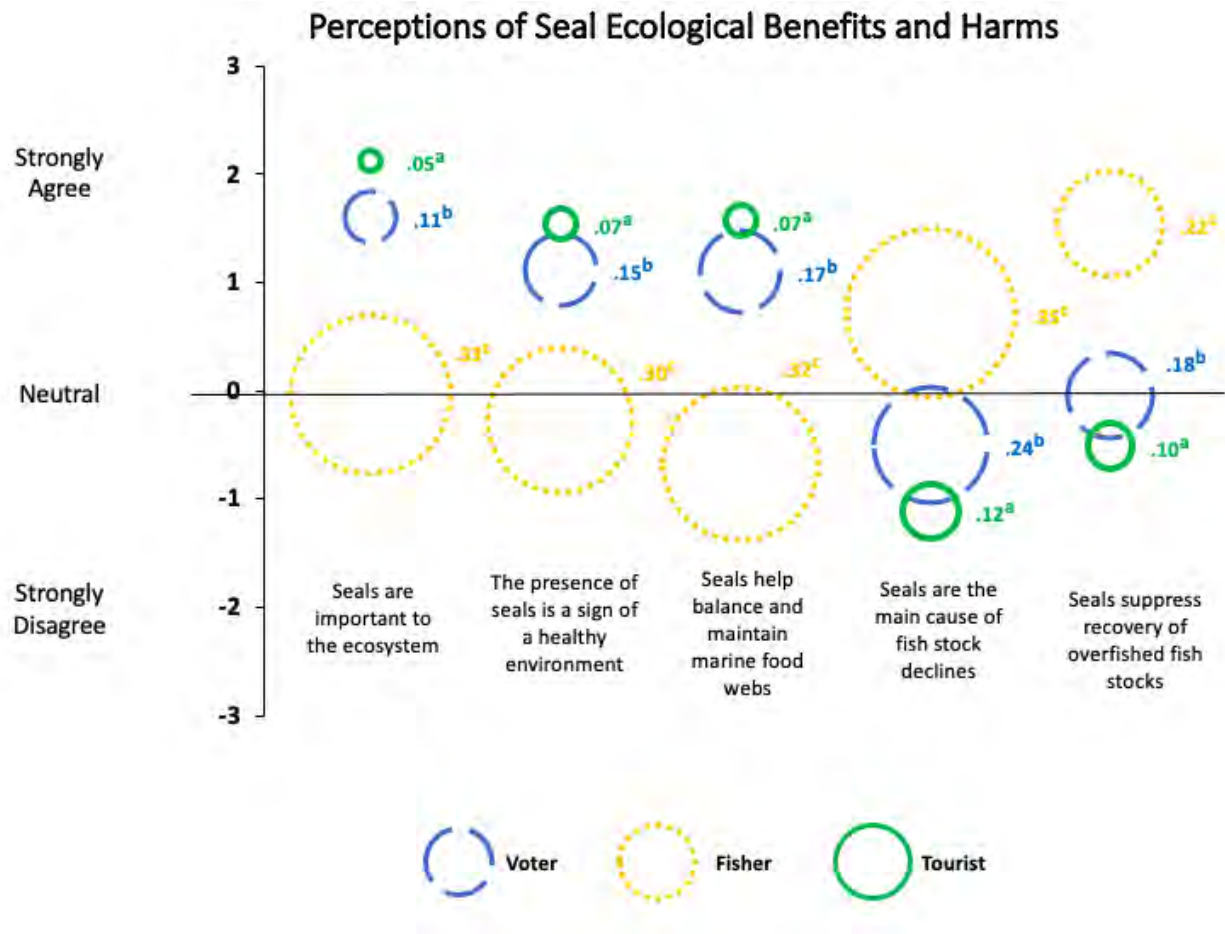


Figure 8. Mean and PCI<sub>2</sub> values for seal ecological benefit and harm items by stakeholder. PCI<sub>2</sub> values are represented by bubble size, with lower values associated with more consensus (smaller bubbles) and higher values associated with more conflict (larger bubbles). The different superscript letters (a, b, c) on the PCI<sub>2</sub> indicate differences in PCI<sub>2</sub> scores for the three groups.

The broader seal benefits scale, which includes beliefs about aesthetic, economic, and ecological benefits of seals, finds that tourists and voters are more likely than commercial fishers to believe that seals are environmentally beneficial and help the economy because they draw tourists (Appendix Table A5). Commercial fishers largely reject these views. Conversely, commercial fishers are more likely to adhere to beliefs in the aesthetic, ecological, economic, and public safety damage that seals cause, as shown by the seal harms scale.

### 5. Beliefs about Sharks

As with seals, tourists consistently hold more favorable beliefs about sharks than either voters or commercial fishers (Appendix B Table B6). Tourists (56%), followed by voters (50%) and commercial fishers (35%), believe that sharks symbolize the beauty of Cape Cod, are important to the ecosystem (89% tourists, 81% voters, 77% commercial fishers), are a sign of a healthy environment (74% tourists, 67% voters, 59% commercial fishers), and help balance marine food webs (81% tourists, 74% voters,

72% commercial fishers). Similarly, tourists are more likely, followed by voters, to reject the views that sharks are nuisance animals and deter tourists. No significant differences are found among stakeholder groups about whether sharks help the economy by drawing tourists, where only about one-third of each group agree. All three groups agree by wide margins that sharks pose a threat to people and that they control seal populations.

Differences in views of the impact of climate change on shark presence in Cape Cod waters were detected. Tourists (78%) and voters (64%) perceive climate change as a factor in shark presence; only 36% of fishers hold this view.

The shark ecological benefits scale and scale item results reveal the largely positive views of the role of sharks in the ecosystem among all three stakeholder groups (Figure 9). Still, tourists, followed by voters, held significantly more favorable views of the ecological contributions of sharks (Appendix B Table B6).

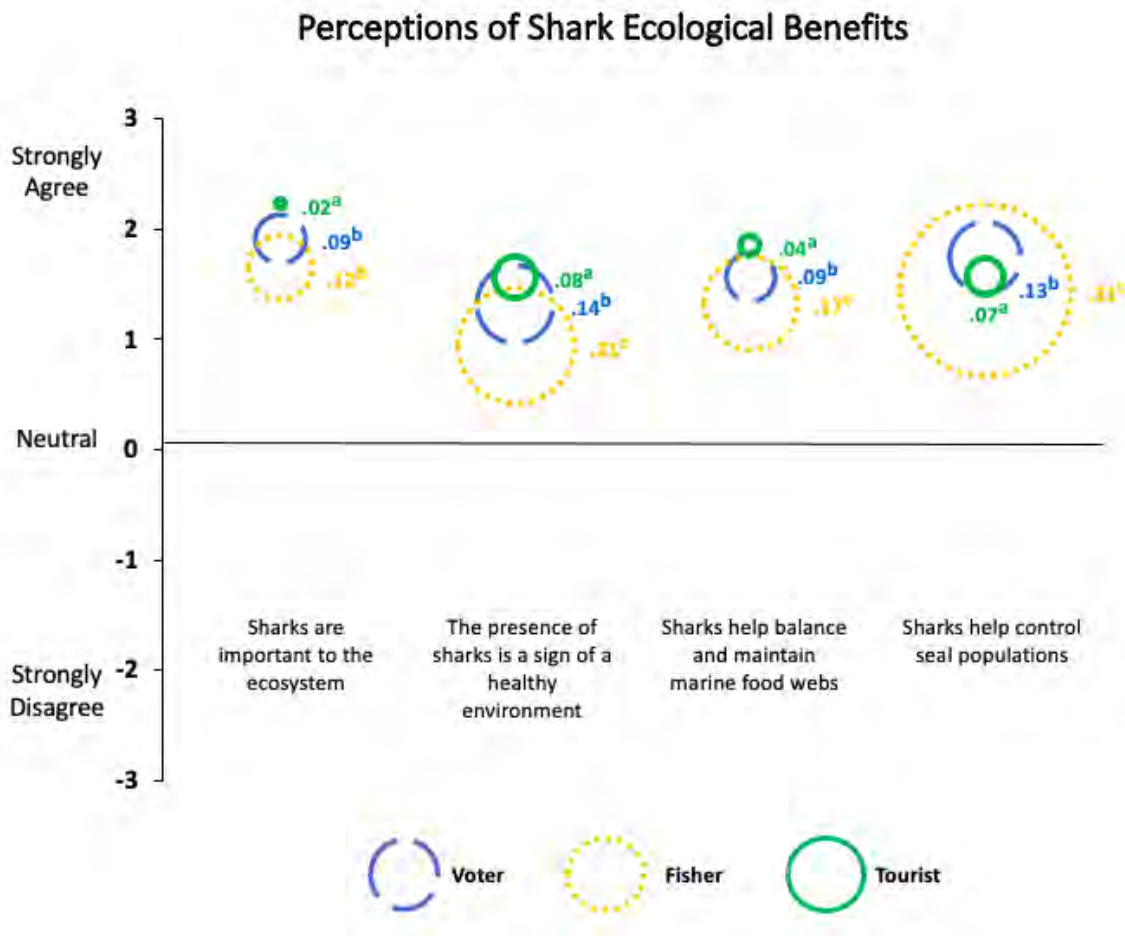


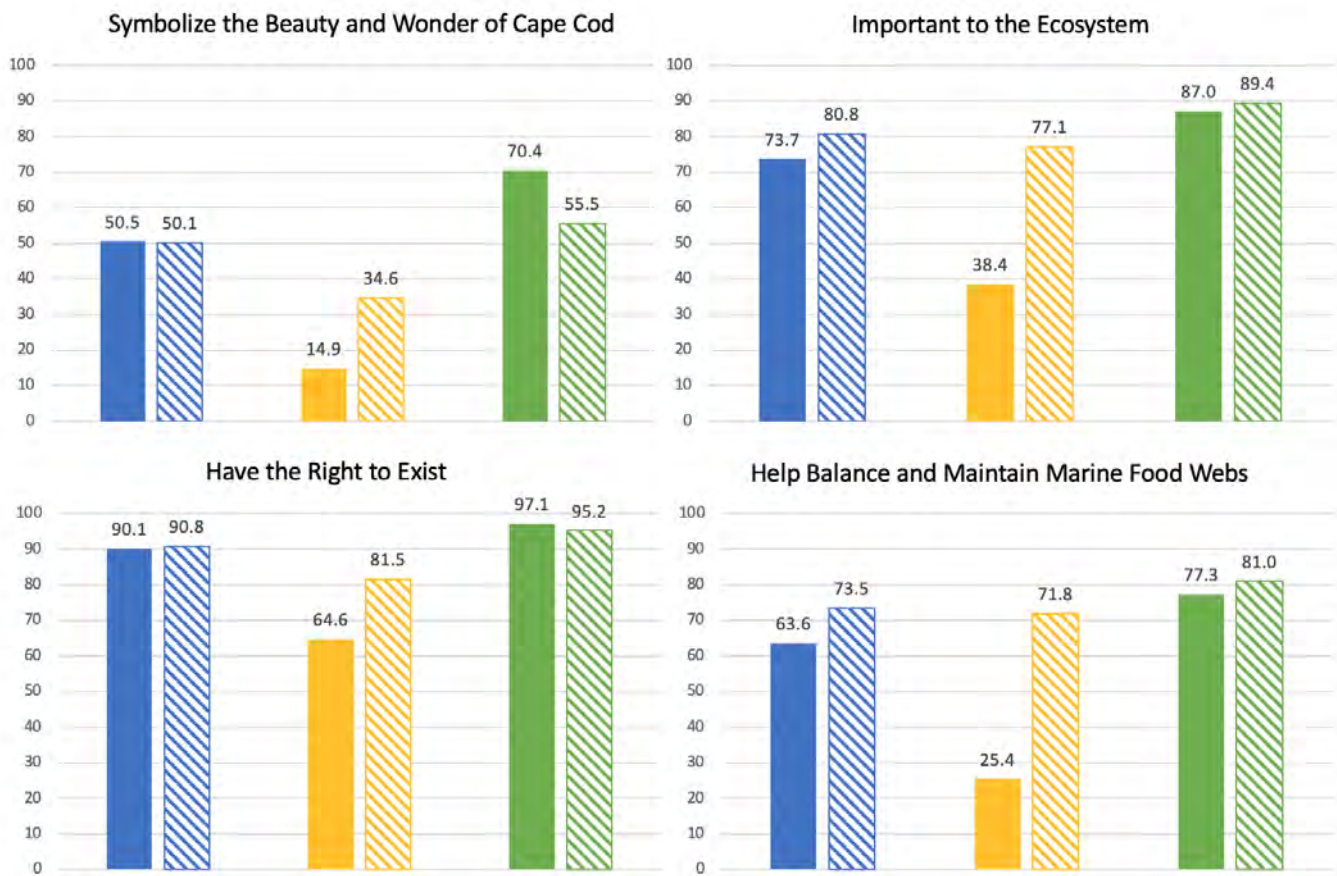
Figure 9. Mean and PCI<sub>2</sub> values for shark ecological benefit scale items by stakeholder. PCI<sub>2</sub> values are represented by bubble size, with lower values associated with more consensus (smaller bubbles) and higher values associated with more conflict (larger bubbles). The different superscript letters (a, b, c) on the PCI<sub>2</sub> indicate differences in PCI<sub>2</sub> scores for the three groups.



On the broader shark benefit scale, which measures aesthetic, economic, and ecological benefits, tourists and voters also perceive sharks more positively than commercial fishers (Appendix B Table B7).

### 6. Comparisons of Beliefs about Seals and Sharks

On almost all ecological and aesthetic measures, tourists and voters rate seals more positively than or as positively as sharks (Figure 10). However, both tourists and voters give sharks an edge over seals for their contributions to marine food webs. Fishers are consistently more negative in their views of seals than sharks.



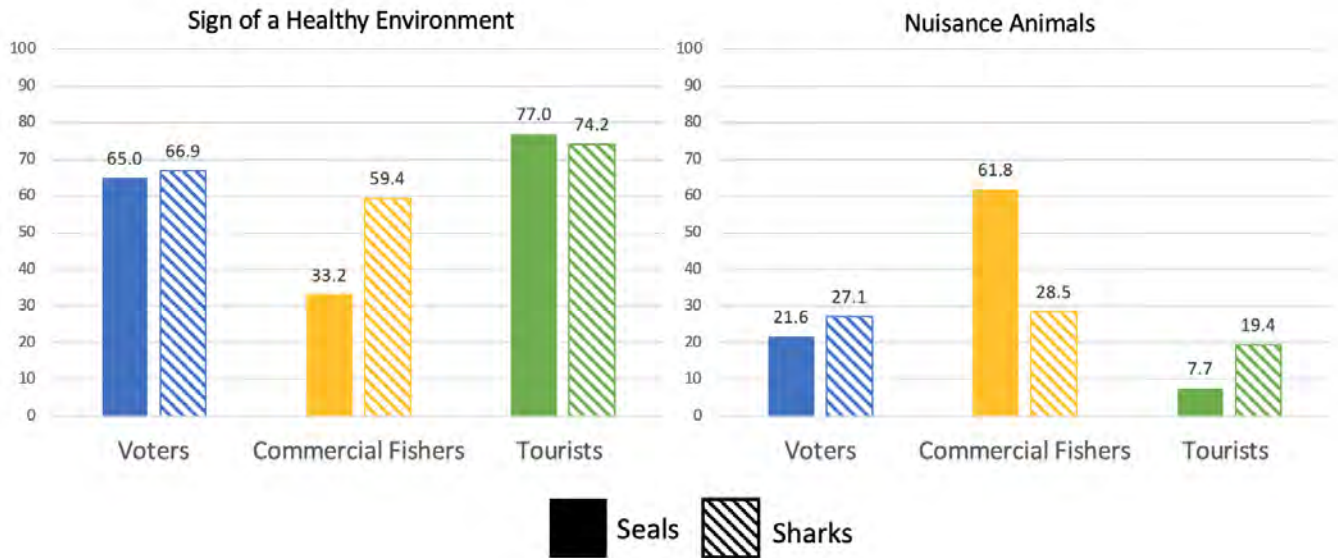


Figure 10. Beliefs about seals and sharks by stakeholder group (% agree).

## 7. Knowledge and Information Sources

Many respondents lack knowledge of the history of seals and sharks in Cape Cod waters (Table 3). While almost all respondents in each sample know that seals live in the waters around Cape Cod, only slightly more than half of voters (57%), commercial fishers (59%), and tourists (53%) are aware that state-funded bounty hunting in the nineteenth and twentieth centuries resulted in the near extinction of seals on Cape Cod. Similarly, most respondents are aware that sharks are present on Cape Cod, but relatively few (34% of voters, 33% of commercial fishers, and 42% of tourists) know that fishing activities depleted shark populations.

Respondents in each group are more aware of the role laws played in the recovery of seal populations than the recovery of great white shark populations. Over two-thirds of voters (75%) and tourists (67%) know that laws helped seal populations recover, while fewer (40% of voters and 33% of tourists) are aware that laws also helped great white shark populations recover. Commercial fishers are more knowledgeable than voters and tourists about the role laws had in the recovery of both species, with 85% aware that laws helped seal populations recover and 59% aware that laws helped great white shark populations.

**Table 3. Respondent knowledge about seals and sharks on Cape Cod by stakeholder (%)**

	Voters % Correct	Commercial Fishers % Correct	Tourists % Correct
Seals live in the waters around Cape Cod (T)	97.9	99.4	97.0
Seals only rest on land if they are sick or unhealthy (F)	86.9	92.0	73.6
Bounty-hunting resulted in the near extinction of seals on Cape Cod by 1960 (T)	57.3	59.0	53.2
Laws helped seal populations recover in their historic ranges (T)	72.9	84.6	66.8
Great white sharks live in the waters around Cape Cod (T)	93.0	95.6	90.8
Great white sharks breed quickly and produce many young (F)	45.9	66.0	44.0
Fishing activities resulted in large declines in great white shark populations (T)	33.5	32.8	41.7
Laws helped great white shark populations recover in their historic ranges (T)	39.8	58.8	32.7

Signs at the beaches and the news media are the primary sources of information on seals and sharks for all respondent categories (Table 4). However, the reliance of voters (81%) and tourists (94.8%) on beach signage is far greater than that of commercial fishers (51%). Voters (81%) are more likely than commercial fishers (54%) and tourists (56%) to rely on the news media. The majority of tourists (57%) also obtain information on seals and sharks from lifeguards, while one in five tourists obtain information from information tables. Approximately one-third of respondents in each category use apps such as Sharktivity, which is operated by the Atlantic White Shark Conservancy (AWSC). Multiple respondents also mention AWSC and the “Chatham Shark Museum” as additional sources of information in qualitative responses. People on the beach are a source of information for 28% of voters, 25% of commercial fishers, and 32% of tourists. In their qualitative comments, multiple commercial fishers indicate that their own observations and other fishermen are their main sources of information.

**Table 4. Seal and shark information source use on Cape Cod by stakeholder (%)**

	Voters	Commercial Fishers	Tourists
Signs at Beaches	81	51	95
News Media	81	54	56
Social Media	47	38	31
Lifeguards	37	20	57
Apps such as Sharktivity	31	40	36
Other People on Beach	28	25	32
Information tables	11	11	19

## 8. Experiences with Seals and Sharks on Cape Cod

Tourist and voter enthusiasm for seeing seals is high, with 67% of tourists and 56% of voters indicating that they hope to see seals when they are on Cape Cod (Table 5). Very few commercial fishers (13%) share this desire. For tourists, seals are second only to whales in their popularity, with dolphins and porpoises a close third. While voters and tourists are less enthusiastic about seeing sharks than seals, commercial fishers hoped to see sharks more than seals.

**Table 5. Respondent hopes to see marine wildlife species on Cape Cod by stakeholder (%)<sup>1</sup>**

	Voters	Commercial Fishers	Tourists
Whales	85%	77%	80%
Dolphins and Porpoises	77%	62%	65%
Fish	73%	92%	51%
Seals	56%	13%	67%
Sharks	39%	29%	28%

<sup>1</sup> Percentage includes “somewhat” and “very much” responses.

Almost all voters (92%), commercial fishers (99%) and tourists (93%) have seen seals on Cape Cod either swimming or resting on rocks or a beach. Fewer respondents report having seen sharks swimming in the ocean on Cape Cod (53% of voters, 91% of commercial fishers, and 31% of tourists).

Respondents have observed several human behaviors that contribute to problematic interactions with seals and sharks. Large majorities of voters (65%), commercial fishers (79%), and tourists (61%) observed people coming too close to seals. Half of commercial fishers (50%) and almost

a third of voters (29%) observed people feeding seals; one in ten tourists observed this behavior (11%). Almost half of commercial fishers (48%) observed people coming too close to sharks; fewer voters (25%) and tourists (8%) had this experience. Of commercial fishers, 16% indicate that they have seen people feeding sharks, compared with only 6% of voters and 2% of tourists.

Most commercial fishers (88%) report that they have seen seals interfere with fishing. One-quarter of voters (27%) and several tourists (9%) also observed seal interference with fishing.

Large majorities of each stakeholder group indicate that they have seen people told to stay out of water because of shark sightings (79% of voters, 83% of commercial fishers, and 68% of tourists). Some respondents also report that they have seen people told to stay out of the water because of seal sightings (37% of voters, 49% of commercial fishers, and 26% of tourists).

Some respondents report having witnessed harm to seals, with 13% of voters, 13% of commercial fishers, and 7% of tourists indicating that they have seen people harassing, harming, or killing seals. Seals entangled in fishing gear or other debris have been observed by 17% of voters, 23% of fishers, and 5% of tourists, while fewer respondents (17% of commercial fishers, 9% of voters, and 3% of tourists) report having observed entanglement of sharks.

## **9. Cape Cod Beach Activities and Shark Avoidance Actions**

For voters and commercial fishers, beach use tracks with the regional distribution of where respondents live on Cape Cod. Voters use Cape Cod Bay (70%) and Nantucket Sound (69%) beaches most heavily, although 61% visit Outer Cape beaches. Commercial fishers indicate that they used Outer Cape beaches (72%) most frequently, followed by Cape Cod Bay (64%) and Nantucket Sound (55%) beaches. For tourists, Outer Cape beaches (90%) and Cape Cod Bay beaches (60%) are most popular, with only 27% visiting Nantucket Sound beaches.

The patterns of beach recreational uses for voters and tourists are similar (Table 6). Beach use for voters and tourists focuses on on-beach activities such as walking, sunbathing, and volleyball (90% of voters, 91% of tourists); swimming (74% of voters, 79% of tourists); and watching marine wildlife (60% of voters, 78% of tourists). Not surprisingly, the largest proportion of commercial fishers engage in fishing by boat at the beach (79%) and shellfishing (67%), followed by on-beach activities (52%), swimming (52%), surfcasting (47%), and watching marine wildlife (42%).

**Table 6. Cape Cod beach activities by stakeholder (%)**

	Voters	Commercial Fishers	Tourists
On-beach activities (e.g. walking, sunbathing, volley ball)	90	52	91
Swimming	74	52	79
Watching marine wildlife (e.g., seals, whales, sharks, dolphins)	60	42	78
Bird watching	41	25	40
Paddle sports (e.g., kayak, paddle boarding)	33	27	23
Fishing by boat	31	79	11
Shell fishing	25	67	7
Board sports (e.g., surfing, body-boarding)	18	22	23
Surfcasting	16	47	7
Snorkeling	12	17	5
Scuba Diving	3	12	.7
I don't go to the beach	3	4	0

When they are at Cape Cod beaches, voters and tourists take multiple actions to avoid encounters with sharks, with tourists especially vigilant (Table 7). These actions include checking and obeying signage and warning systems (66% of voters, 77% of tourists), avoiding areas where sharks have been reported (63% of voters, 55% of tourists), following lifeguard instructions (54% of voters, 74% of tourists), and avoiding seals (57% of voters, 51% of tourists).

Consistently, fewer commercial fishers than voters and tourists take actions to avoid encounters with sharks. Pluralities of commercial fishers report that they try to avoid seals (49%) and areas where sharks have been reported (43%), but only 33% stay in shallow water, 32% check and obey signage and warning systems, and 24% follow lifeguard instructions.

Tourists (40%) are more likely than voters (21%) or commercial fishers (10%) to visit patrolled beaches to reduce the risk of shark encounters. Few respondents in any category limit splashing, use shark repellent devices, or indicate that they had reduced the frequency of their beach visits.

**Table 7. Shark avoidance behavior by stakeholder (%)**

	Voters	Commercial Fishers	Tourists
Check and obey signage and warning systems	66	32	77
Avoid areas where sharks have been reported	63	43	55
Avoid seals	57	49	51
Follow lifeguard instructions	54	24	74
Stay in shallow water	51	33	64
Stay on beach	40	28	46
Avoid low visibility water	37	29	32
Use patrolled beaches	22	10	41
Avoid suits and gear likely to attract sharks	17	15	14
Limit splashing	13	12	11
None	10	19	5
Reduce frequency of beach visits	8	12	3
Wear or use shark repellent device	1	3	1

## 10. Allocation of Blame for Shark Bites

Only 16% of voters, 19% of commercial fishers, and 11% of tourists believe shark bites are intentional. Over half of voters (54%), commercial fishers (58%), and tourists (56%) characterize shark bites as accidental.

Sharks are held largely blameless for shark bites (Appendix B Table B8). Only 27% of voters, 29% of commercial fishers, and 24% of tourists hold sharks responsible for shark bites. Both voters (54%) and tourists (48%) place the most blame for shark bites on people in the water. While commercial fishers (51%) also blame people in the water, 76% hold seals responsible. Of voters, 50% also hold seals responsible whereas only 37% of tourists blame seals. Few voters (13%), commercial fishers (34%), and tourists (7%) blame the government. Over one-third of voters (39%), commercial fishers (35%), and tourists (41%) said no one is to blame for shark bites.

The three groups have similar opinions and consensus levels in blaming no one ( $PCI_2 = 0.25$  for voters and commercial fishers,  $0.22$  for tourists) and people in the water ( $PCI_2 = 0.29$  for voters,  $0.28$  for commercial fishers,  $0.23$  for tourists) for shark bites (Figure 11). All groups reject blaming the shark, with less consensus ( $PCI_2 = 0.38$  for commercial fishers,  $0.34$  for voters, and  $0.30$  for tourists). There is more consensus among fishers blaming seals ( $PCI_2 = 0.27$ ) than among voters ( $PCI_2 = 0.42$ ) or tourists, who reject this statement ( $PCI_2 = 0.35$ ). Consensus is strong among tourists against blaming the government ( $PCI_2 = 0.15$ ), while voters ( $PCI_2 = 0.25$ ) and commercial fishers ( $PCI_2 = 0.45$ ) are more divided.

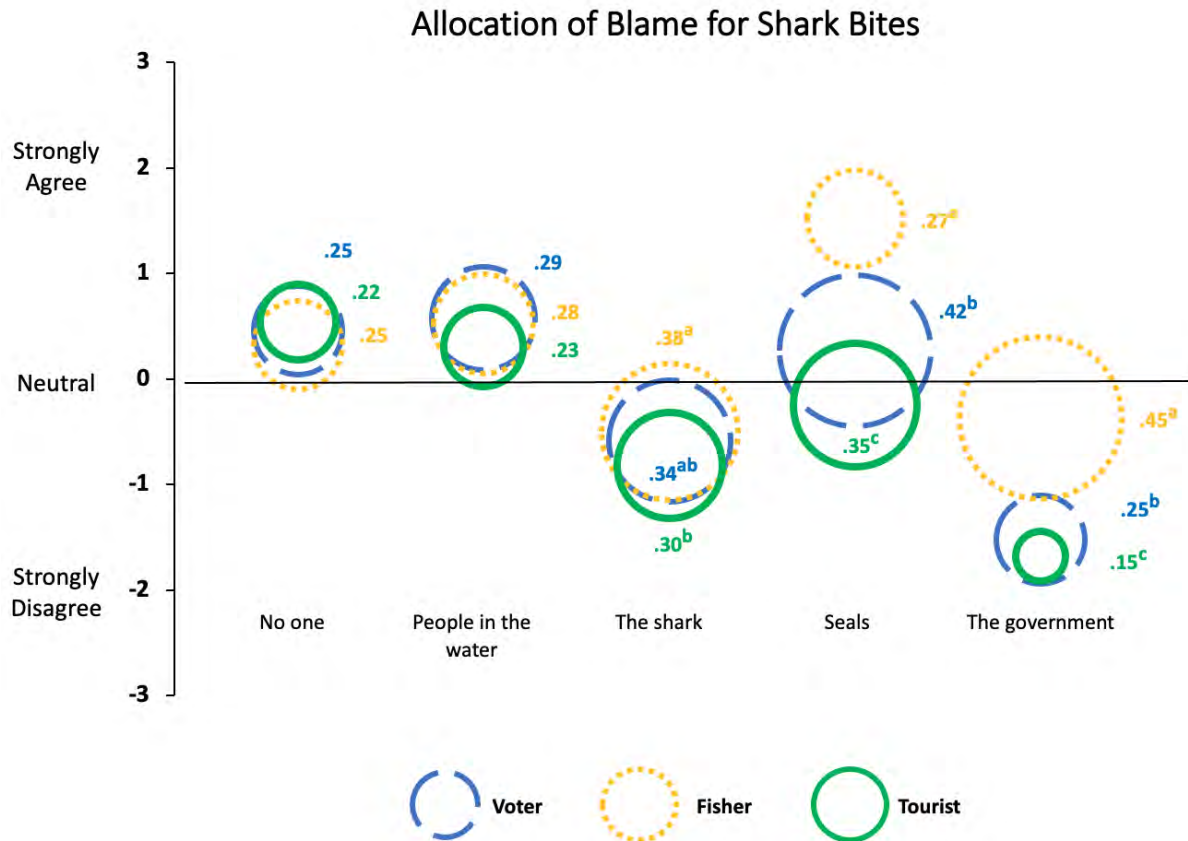


Figure 11. Mean and  $PCI_2$  values for shark bite blame allocation for each stakeholder.  $PCI_2$  values are represented by bubble size, with lower values associated with more consensus (smaller bubbles) and higher values associated with more conflict (larger bubbles). The different superscript letters (a, b, c) on the  $PCI_2$  indicate differences in  $PCI_2$  scores for the three groups.

Respondents in all three groups feel that they have control over whether or not they encounter sharks. Of voters, 68% indicate that they have control, followed by 60% of commercial fishers and 65% of tourists.



## 11. Management of the Ocean, Seals, and Sharks

### 11.1 Management Priorities

The ocean management priorities of voters, fishers, and tourists differ (Appendix B Table B9). For voters (87%) and tourists (95%), management in the best interests of the ecosystem is the top priority (Figure 10). For voters, the next highest priorities are fisheries (74%), local communities (67%), seals (64%), and sharks (64%). After the ecosystem, tourists rate the best interests of the seals (81%), sharks (79%), and local communities (73%) most highly. The top management priorities for commercial fishers are fisheries (84%), the ecosystem (75%), and local communities (63%).

Consensus is highest among tourists that management should prioritize the best interests of seals ( $PCI_2 = 0.12$ ), the ecosystem ( $PCI_2 = 0.02$ ), and local communities ( $PCI_2 = 0.06$ ), while tourists are more conflicted than voters and commercial fishers about the best interests of fisheries ( $PCI_2 = 0.21$ ) (Figure 12). Commercial fishers are in agreement that the best interests of fisheries should be the top priority ( $PCI_2 = 0.13$ ), while voters fall between fishers and tourists in both level of agreement and level of consensus ( $PCI_2 = 0.17$ ). The best interests of sharks are most strongly supported by tourists ( $PCI_2 = 0.16$ ), with greater consensus than among voters ( $PCI_2 = 0.26$ ) or fishers ( $PCI_2 = 0.25$ ). Commercial fishers ( $PCI_2 = 0.48$ ) are more conflicted than tourists ( $PCI_2 = 0.32$ ) and voters ( $PCI_2 = 0.12$ ) about the best interests of seals. Tourists ( $PCI_2 = 0.02$ ) have the highest level of consensus about management for the ecosystem, while voters ( $PCI_2 = 0.09$ ) and commercial fishers ( $PCI_2 = 0.09$ ) are more conflicted. Tourists are more divided about how much priority should be put on tourism ( $PCI_2 = 0.22$ ) than the other considerations, but still less conflicted than voters ( $PCI_2 = 0.27$ ) and fishers ( $PCI_2 = 0.23$ ). The best interests of local communities generate similar levels of agreement and consensus among commercial fishers ( $PCI_2 = 0.16$ ) and voters ( $PCI_2 = 0.18$ ).

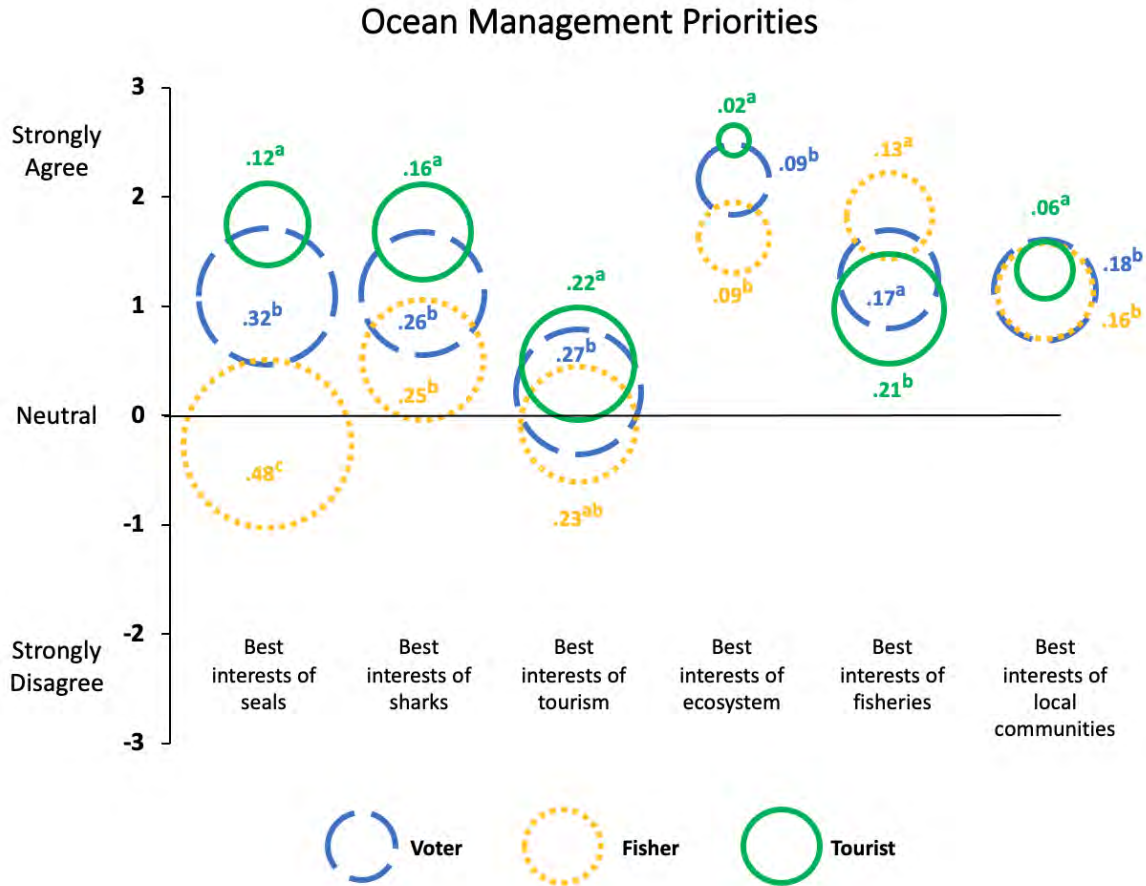


Figure 12. Mean and PCI<sub>2</sub> values for ocean management priorities by stakeholder. PCI<sub>2</sub> values are represented by bubble size, with lower values associated with more consensus (smaller bubbles) and higher values associated with more conflict (larger bubbles). The different superscript letters (a, b, c) on the PCI<sub>2</sub> indicate differences in PCI<sub>2</sub> scores for the three groups.

## 11.2 Seal Management

Although voters, commercial fishers, and tourists differ in their management attitudes, little support is found for lethal management of seals (Appendix B Table B10). On the lethal management scale, the means of all three samples are below or at the neutral level, with tourists, followed by voters, strongly opposed to lethal management. While voters and tourists reject lethal management in all situations (Figure 13), commercial fishers are more supportive of lethal management to control populations and in response to interference with fishing. However, the levels of support among commercial fishers for lethal management under these circumstances are only slightly above the neutral level.

Tourists are largely united against killing seals that lay on beaches or rocks (PCI<sub>2</sub> = 0.06), swim in harbors (PCI<sub>2</sub> = 0.07), interfere with fishing (PCI<sub>2</sub> = 0.12), and to reduce population levels (PCI<sub>2</sub> = 0.17) (Figure 9). Voters are similarly united in rejecting killing seals that lay on beaches or rocks (PCI<sub>2</sub> = 0.14) or swim in harbors (PCI<sub>2</sub> = 0.17), but more divided over killing seals that interfere with fishing (PCI<sub>2</sub> =

0.28) and killing seals to reduce population levels ( $PCI_2 = 0.41$ ). Commercial fishers also reject killing seals if they lay on beaches or rocks ( $PCI_2 = 0.39$ ) or swim in harbors ( $PCI_2 = 0.38$ ). The polarization of respondents within the commercial fisher sample is greater in terms of lethal management of seals that interfere with fishing ( $PCI_2 = 0.44$ ) and to reduce population levels ( $PCI_2 = 0.54$ ), resulting in more neutral views when averaged.

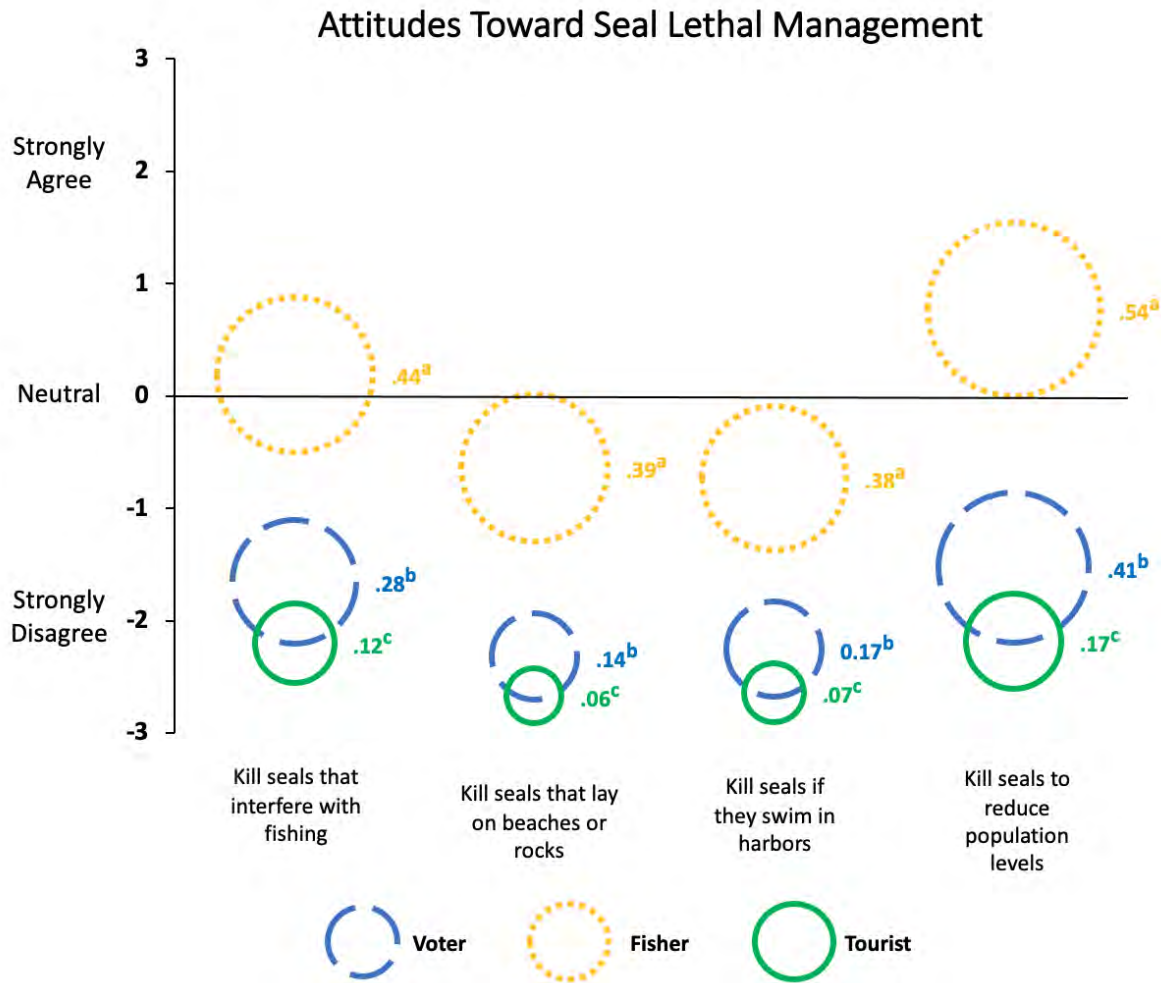


Figure 13. Mean and  $PCI_2$  values of attitudes toward seal lethal management by stakeholder.  $PCI_2$  values are represented by bubble size, with lower values associated with more consensus (smaller bubbles) and higher values associated with more conflict (larger bubbles). The different superscript letters (a, b, c) on the  $PCI_2$  indicate differences in  $PCI_2$  scores for the three groups.

In all three stakeholder groups, female respondents are significantly more likely than male respondents to oppose lethal management (Appendix C Table C1, Table C2, Table C3). Descriptive data on attitudinal scales for Gender X are provided in Appendix C Tables C4, C5, and C6). Among both voters (Appendix C Table C7) and tourists (Appendix C Table C9), non-recreational anglers are more likely to oppose lethal management than recreational anglers. Differences between recreational anglers and non-anglers among commercial fishers are not statistically significant (Appendix C Table C8).

Support for non-lethal management of seals is higher than lethal management for all stakeholder groups. While there are differences in attitudes towards non-lethal management of seals (Appendix B Table B11), they are less pronounced. Commercial fishers are marginally supportive of non-lethal management under all circumstances. Tourists are the least supportive of non-lethal management in response to seals laying on beaches and rocks, seals swimming in harbors, and to reduce populations, but support non-lethal management to prevent conflicts with fishing. Voters also support non-lethal management to prevent conflicts with fishing and are somewhat supportive of non-lethal management to reduce seal population levels.

All three stakeholder groups display similar levels of conflict within groups about non-lethal management (Figure 14). The use of non-lethal methods to reduce seal population levels generates the most controversy among all three groups, with  $PCI_2$  values of 0.50 for tourists, 0.51 for voters, and 0.46 for fishers. Consensus was highest among each of the three groups in agreement with the use of non-lethal methods to prevent conflict with fishing ( $PCI_2 = 0.30$  for tourists, 0.33 for fishers, and 0.37 for voters).

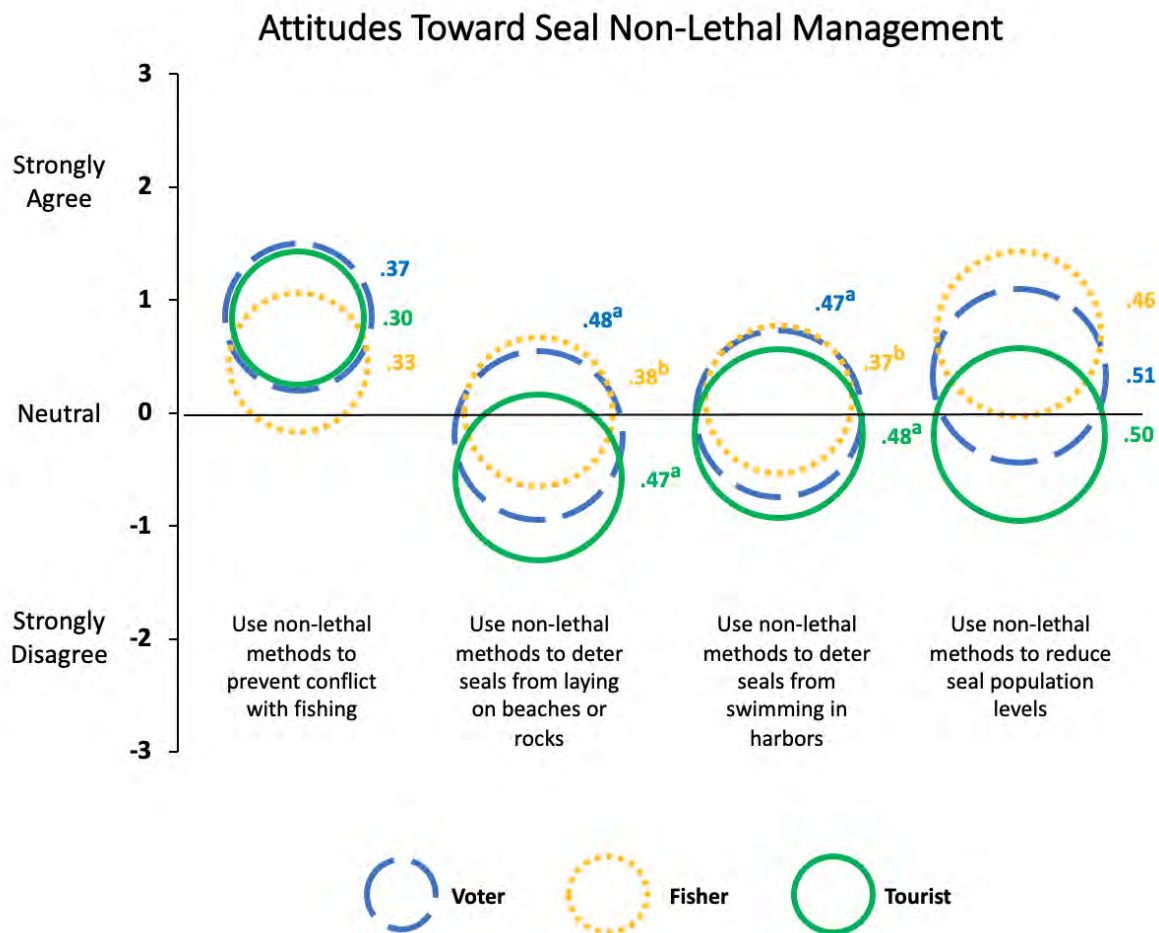


Figure 14. Mean and  $PCI_2$  values of attitudes toward seal non-lethal management by stakeholder.  $PCI_2$  values are represented by bubble size, with lower values associated with more consensus (smaller bubbles) and higher values associated with more conflict (larger bubbles). The different superscript letters (a, b, c) on the  $PCI_2$  indicate differences in  $PCI_2$  scores for the three groups.

Increases in public education on seals and improved signage to reduce encounters with seals are advocated by overwhelming majorities of voters and tourists. While half of commercial fishers (56%) agree with increasing public education on seals, only one-third (36%) support improved signage. Both voters (78%) and tourists (91%) support rescuing seals that become stranded or entangled. Only 35% of commercial fishers support seal rescue.

The goals of the Marine Mammal Protection Act are viewed favorably by all three groups of respondents. However, MMPA support is significantly higher among voters and tourists, with tourists the most supportive (Appendix B Table B12). Over 94% of tourists and 86% of voters agree with each of the MMPA goals. Among commercial fishers, 67% or more support each of the MMPA goals.

Among the Marine Mammal Protection Act goals, consensus is highest among tourists (Figure 15), followed by voters and then commercial fishers in support of preventing marine mammals from going extinct ( $PCI_2 = 0.02$  for tourists, 0.08 for voters, and 0.12 for fishers); maintaining or restoring marine mammal populations ( $PCI_2 = 0.02$  for tourists, 0.12 for voters, and 0.15 for commercial fishers); minimizing harm and suffering of marine mammals ( $PCI_2 = 0.02$  for tourists, 0.13 for voters, and 0.20 for commercial fishers); and protecting areas of the ocean important for marine mammal feeding and breeding, which is the most controversial item among commercial fishers ( $PCI_2 = 0.02$  for tourists, 0.10 for voters, and 0.25 for commercial fishers) (Figure 11). Minimizing conflict between marine mammals and commercial fishing was the most controversial item among tourists ( $PCI_2 = 0.07$ ).

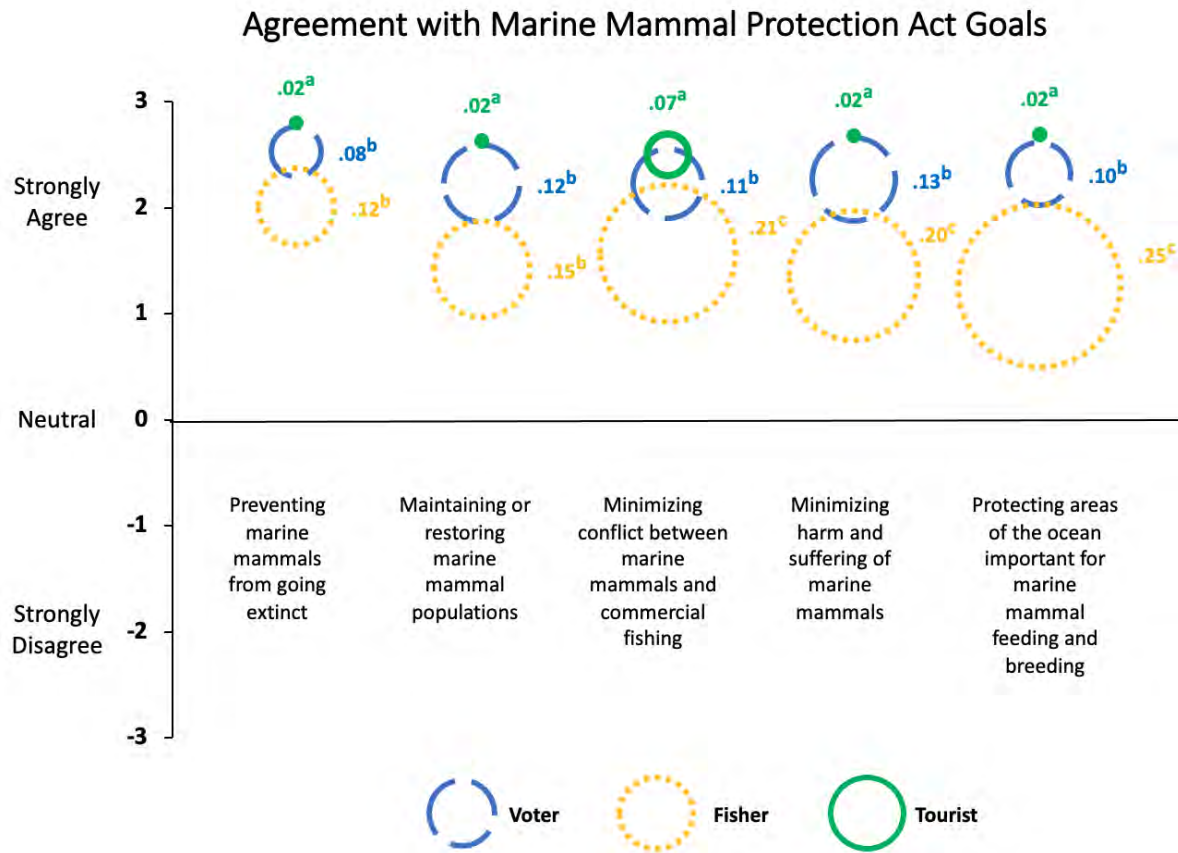


Figure 15. Mean and  $PCI_2$  values for agreement with Marine Mammal Protection Act goals for each sample.  $PCI_2$  values are represented by bubble size, with lower values associated with more consensus (smaller bubbles) and higher values associated with more conflict (larger bubbles). The different superscript letters (a, b, c) on the  $PCI_2$  indicate differences in  $PCI_2$  scores for the three groups.

Support for the goals of the Marine Mammal Protection Act is significantly higher among females in all three stakeholder groups (Appendix C Tables C1, C2 and C3). Descriptive data on attitudinal scales for Gender X are provided in Appendix C Tables C4, C5, and C6). Among voters (Appendix C Table C7) and tourists (Appendix C Table C9), non-recreational anglers are more supportive of MMPA goals than recreational anglers; differences in recreational angler status among commercial fishers are not statistically significant (Appendix C Table C8).

### 11.3 Shark Management

Lethal management of sharks is strongly opposed by all three groups (Figure 16). Under all circumstances, tourists are the most opposed to lethal management of sharks, followed by voters (Appendix B13). Voters and tourists are more opposed to lethal management of seals than of sharks, while commercial fishers are far more opposed to lethal management of sharks than seals.



Consensus is highest among tourists against killing sharks that swim near the beach ( $PCI_2 = 0.17$ ), after a bite occurs ( $PCI_2 = .27$ ) or to reduce population levels ( $PCI_2 = 0.13$ ) (Figure 12). Consensus is greater among tourists and voters against killing sharks that interfere with fishing. Killing sharks after a bite occurs is the most controversial item for each group ( $PCI_2 = 0.39$  for fishers,  $0.36$  for voters, and  $0.27$  for tourists), but all groups oppose lethal management in this situation.

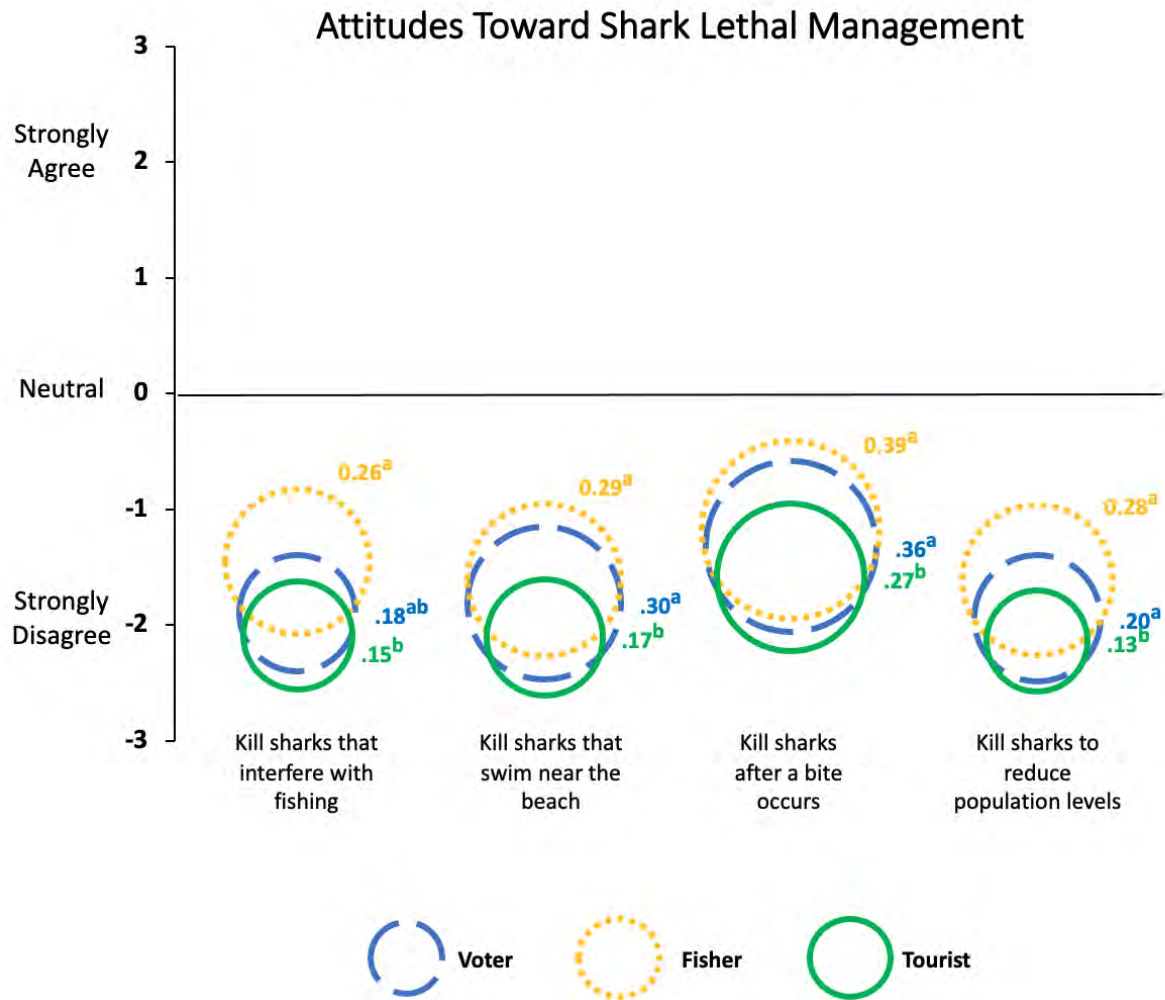


Figure 16. Mean and  $PCI_2$  values of attitudes toward shark lethal management by stakeholder.  $PCI_2$  values are represented by bubble size, with lower values associated with more consensus (smaller bubbles) and higher values associated with more conflict (larger bubbles). The different superscript letters (a, b, c) on the  $PCI_2$  indicate differences in  $PCI_2$  scores for the three groups.

While female and male voters (Appendix C Table C1) and commercial fishers (Appendix C Table C2) do not hold significantly different views of lethal shark management, female tourists are far more opposed to lethal management than male tourists (Appendix C Table C3). Descriptive data on attitudinal scales for Gender X are provided in Appendix C Tables C4, C5, and C6). No significant differences based on recreational angler status are found in attitudes toward shark lethal management in any of the three stakeholder groups (Appendix C Tables C7, C8, C9).

Support for non-lethal management of sharks is greater among all groups than for non-lethal management of seals. Support for non-lethal management of sharks around beaches and in response to shark bites is particularly high. Commercial fishers have lower levels of support for non-lethal management than voters and tourists, whose levels of support for non-lethal management are similar (Appendix B Table B14).

Levels of consensus are similar among all groups regarding shark non-lethal management responses (Figure 17). The most controversial item for all groups is using non-lethal methods to reduce shark population levels ( $PCI_2 = 0.52$  for tourists,  $0.53$  for voters,  $0.41$  for commercial fishers), while the most consensus was observed in support of the use of non-lethal methods to prevent shark bites ( $PCI_2 = 0.26$  for tourists,  $0.32$  for commercial fishers, and  $0.33$  for voters). The use of non-lethal methods to prevent conflicts with fishing is more controversial among voters ( $PCI_2 = 0.46$ ) than tourists ( $PCI_2 = 0.35$ ) or commercial fishers ( $PCI_2 = 0.34$ ), as is the use of non-lethal methods to prevent sharks from swimming near beaches ( $PCI_2 = 0.41$  for voters,  $0.35$  for commercial fishers, and  $0.34$  for tourists).

### Attitudes Toward Shark Non-Lethal Management

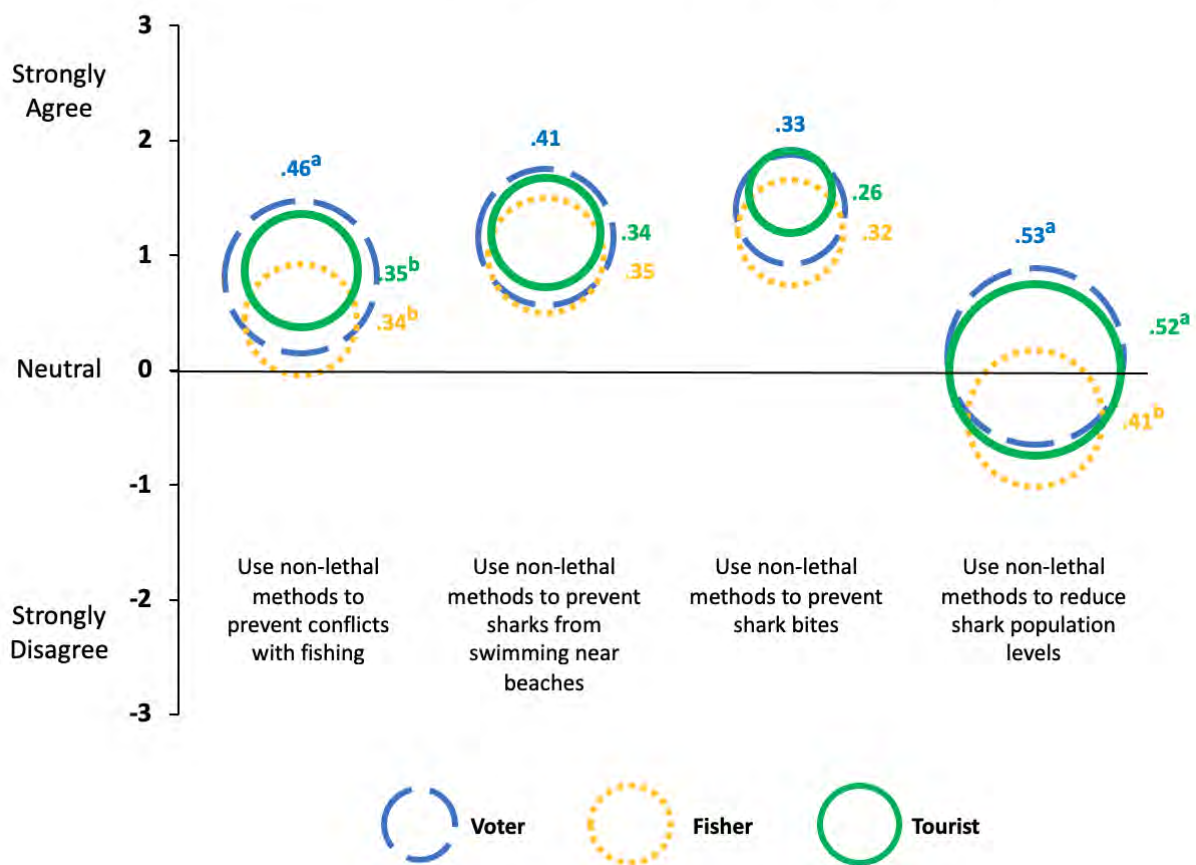


Figure 17. Mean and  $PCI_2$  values of attitudes toward shark non-lethal management by stakeholder.  $PCI_2$  values are represented by bubble size, with lower values associated with more consensus (smaller bubbles) and higher values associated with more conflict (larger bubbles). The different superscript letters (a, b, c) on the  $PCI_2$  indicate differences in  $PCI_2$  scores for the three groups.



The majority of voters (58.7%) and tourists (74.5%) support leaving seals alone (Figure 18). The overwhelming majority of commercial fishers (65.7%) reject this approach. In contrast, voters (69.8%), commercial fishers (69.4%), and tourists (77.8%) agree that sharks should be left alone.

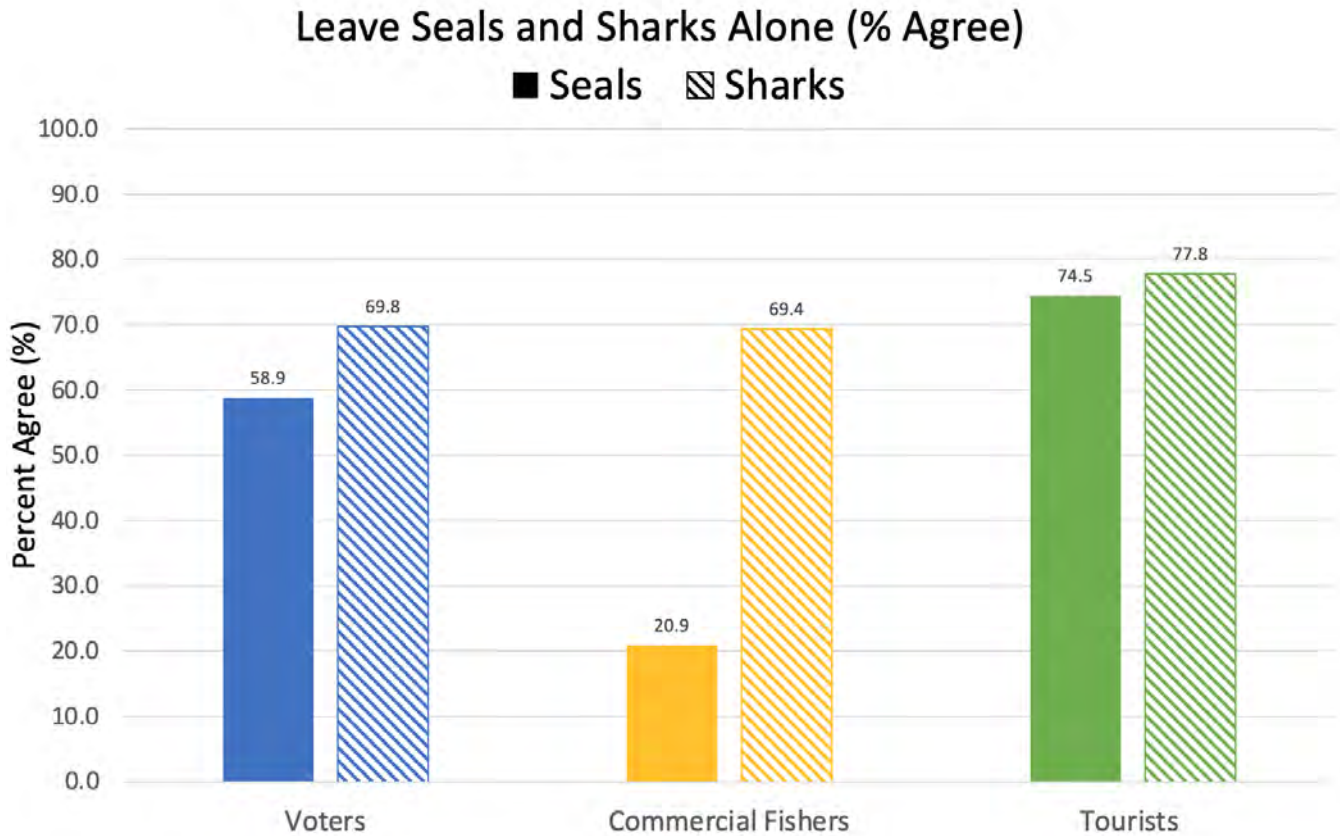


Figure 18. Support for leaving seals and sharks alone by stakeholder (%).

#### 11.4 Shark Conflict Prevention Policies

Large majorities of respondents in each group support policies to prevent human-shark interactions, including increasing public education about sharks, improving signage at beaches, and establishing more patrols as a part of shark warning systems. However, commercial fishers consistently are less favorable toward these measures (Appendix B Table B15). Over three-quarters of voters and tourists support increased public education (87% of voters, 94% of tourists), improved signage (86% of voters, 90% of tourists), and increased patrols (84% of voters, 90% of tourists). Among commercial fishers, 69% favor increased shark public education, 61% favor improved signage, and 63% favor increased patrols. The majority of tourists (59%) and slightly less than half of voters (48%) support restrictions on deep water activities during peak shark seasons; commercial fishers soundly reject restrictive measures, with only 20% in support.

There is high consensus among tourists in acceptance of shark conflict prevention strategies, as demonstrated by the small  $PCI_2$  values (Figure 19) for increasing public education on sharks ( $PCI_2 = 0.02$ ), improving signage at beaches ( $PCI_2 = 0.06$ ), and increasing beach patrols/shark spotters/aerial patrols ( $PCI_2 = 0.03$ ). Among voters, there is less consensus with slightly higher  $PCI_2$  values ( $PCI_2 = 0.13$  for increasing public education, 0.13 for improving signage at beaches, and 0.15 for increasing beach patrols/shark spotters/aerial patrols). Commercial fishers demonstrate the most conflict, having the largest  $PCI_2$  scores for increasing public education ( $PCI_2 = 0.23$ ), improving signage at beaches ( $PCI_2 = 0.23$ ), and increasing beach patrols/shark spotters/aerial patrols ( $PCI_2 = 0.24$ ). Restricting deep water activities such as surfing during peak shark season is the least popular and most controversial strategy for each group ( $PCI_2 = 0.40$  for voters, 0.29 for tourists, and 0.31 for commercial fishers).

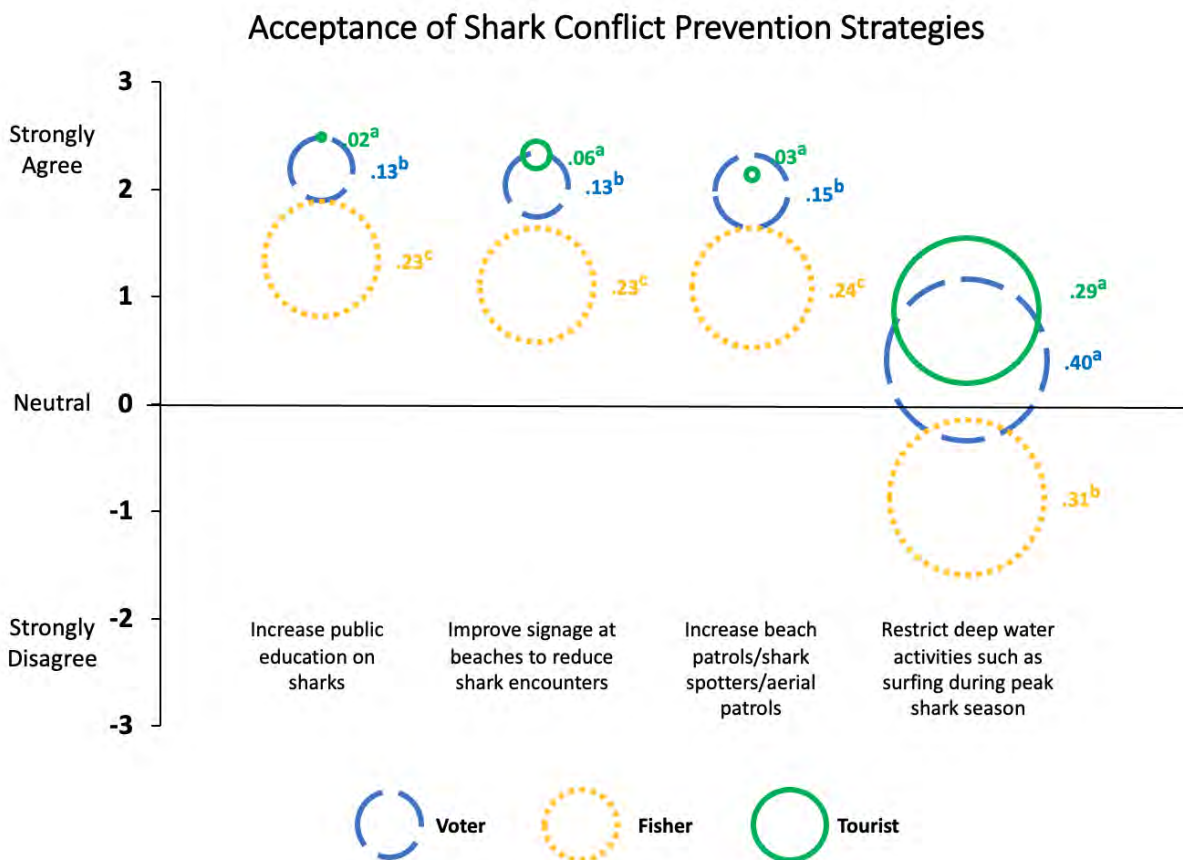


Figure 19. Mean and  $PCI_2$  values for acceptance of shark conflict prevention strategies by stakeholder.  $PCI_2$  values are represented by bubble size, with lower values associated with more consensus (smaller bubbles) and higher values associated with more conflict (larger bubbles). The different superscript letters (a, b, c) on the  $PCI_2$  indicate differences in  $PCI_2$  scores for the three groups.

## 12. Interest Group Identification

Interest group preferences of the three groups of respondents reflect their attitudinal differences toward marine wildlife and their management (Table 8). Tourists most strongly identify with

environmental (74%) and animal protection (67%) groups. Voters also affiliate themselves with environmental and animal protection groups, but by smaller margins (49% and 49%, respectively). Not surprisingly, commercial fishers most strongly identify with commercial fisher groups (73%) and recreational angler groups (51%). Few voters and tourists identify with commercial fisher (18% of voters, 20% of tourists), recreational angler (18% of voters, 20% of tourists), or hunter groups (12% of voters, 10% of tourists). Among commercial fishers, almost a third (39%) identify with hunter groups, 22% identify with environmental groups, and only 15% identify with animal protection groups.

**Table 8. Interest group identification by stakeholder<sup>1</sup>**

Interest Group Identity	Voters % Strong Identification	Commercial Fishers % Strong Identification	Tourists % Strong Identification
Environmental Groups	49%	22%	74%
Animal Protection Groups	49%	15%	67%
Commercial Fisher Groups	18%	73%	20%
Recreational Angler Groups	18%	51%	20%
Hunter Groups	12%	40%	10%

<sup>1</sup>Strong identification = % Strongly Agree + % Very Strongly Agree

### **13. Commercial Fisher Supplemental Findings**

The commercial fisher supplement was completed by 83% (467) of commercial fisher respondents. The mean number of endorsements held by respondents is 2.79, with 53% of respondents working from commercial fishing vessels; 21% working from other vessel types including private/personal boats, skiffs, or from shore; 15% working from charter boats; and 2% working from head boats.

A plurality of commercial fishers (33%) derive less than 5% of their annual household income from commercial fishing, followed by 22% who depend on fishing for 5-25% of their annual household income (Table 9). The next largest subgroup (16%) earns more than 95% of their annual income from commercial fishing.

**Table 9. Percent of income derived from commercial fishing annually (%)**

	Commercial Fishers (%)
<5%	33
5% - 25%	22
26% - 50%	15
51% - 75%	9
76% - 95%	6
>95%	16

The mean length of a typical fishing trip reported is 7.85 hours, with most respondents fishing 31-90 days annually (24%), followed by 91-180 days (23%), 10-30 days (19%), more than 270 days (12%), and 181-270 days (11%). Eleven percent of respondents fish less than 10 days annually.

### **Fisheries, Gear Types, and Fishing Grounds**

The most important fisheries for respondents are midwater (41.3% very important and 35.7% somewhat important), shellfish (45.4% very important and 14.8% somewhat important), and bait-like (21.4% very important and 34.8% somewhat important). (Table 10).

**Table 10. Fisheries by importance to commercial fishers (%)**

	Not important	Somewhat important	Very important
Bait-like (Herring/Menhaden, Mackerel, Squid)	44	35	21
Pot (Conch, Lobster/Crab, Black Sea Bass)	44	45	11
Midwater (Bluefish, Striped Bass, Tuna)	23	36	41
Benthic (Skate/Monkfish, Multispecies/groundfish, Dogfish)	58	31	12
Shellfish (Quahog/Surf Clam/Mussel/Scallop/Oyster)	40	15	45
Other (aquaculture, fluke, sand eel)	87	5	9

The gear types most often used by respondents are handline/rod and reel/jigging machine (64%), rakes and tongs (33%), trap/pot (17%), and 'other' gear including aquaculture, cast nets, harpoon, and racks/bags (15%) (Table 11). Rakes and tongs are important sometimes to 25% of respondents, followed by handline/rod and reel/jigging machine (20%), trap/pot (18%), and dredge

gear (14%). Purse seine, midwater trawl, otter trawl, gillnet, and benthic longline/tub trawl gear are never important to greater than 89.6% of respondents.

**Table 11. Gear types by importance to commercial fishers (%)**

	Never	Sometimes	Often
Handline, Rod and Reel, Jigging Machine	16	20	63.6
Benthic Longline, Tub-trawl	90	7.8	2.7
Gillnet	92	5.8	2
Trap / Pot	65	17.5	17
Otter Trawl	97	2	0
Midwater Trawl	98	1	0
Purse Seine	99	1	0.0
Dredge (Scallop, Mussel, Hydraulic)	76	14	10
Rakes / Tongs	41	25	33
Other (Aquaculture, cast nets, harpoon, racks/bags)	83	2	15

When asked about the importance of fishing grounds, Cape Cod Bay was ranked as somewhat or very important by 84% of respondents, followed by the Backside (72%), and Southern New England inshore (71%) (Table 12). Less important were Southern New England offshore, ranked as somewhat or very important by 46% of respondents, the Gulf of Maine (40%), and the Great South Channel (38%). 'Other' fishing grounds were not at all important to 92% of respondents.

**Table 12. Importance of Fishing Grounds to commercial fishers (%).**

	Not at all important	Somewhat important	Very important
Southern New England inshore (Vineyard Sound, Nantucket Sound, Block Island Sound, Nantucket Shoals, Buzzards Bay)	29	17	54
Southern New England offshore	54	19	27
Great South Channel	62	18	20
Cape Cod Bay	16	16	68
The Backside	28	18	54
Gulf of Maine	60	18	22
Other	92	1	7

**Commercial Fisher Interactions with Seals**

Of commercial fishers, 84% of respondents have experienced interactions with seals. Interactions are reported most often in midwater (58% often and 41% sometimes), bait-like (41% often and 45% sometimes), benthic (35% often and 36% sometimes), and shellfish (28% often and 37% sometimes) fisheries (Table 13).

**Table 13. Interactions with seals by fishery (%)**

	Never	Sometimes	Often
Bait-like (Herring/Menhaden, Mackerel, Squid)	14	45	41
Pot (Conch, Lobster/Crab, Black Sea Bass)	28	56	16
Midwater (Bluefish, Striped Bass, Tuna)	2	41	58
Benthic (Skate/Monkfish, Multispecies/groundfish, Dogfish)	29	36	35
Shellfish (Quahog/Surf Clam/Mussel/Scallop/Oyster)	35	37	28
Other	41	33	26

The most commonly reported impacts of interactions with seals are seals taking bait (38%), lost catch (38%), damaged catch (33%), having to stop fishing (31%), stress to fish (25%), and damaged gear (21%). Other interactions experienced were seals feeding on discards (16%), seals being playful (8%),

and seals boarding the boat (5%). Some respondents (9%) reported no impacts of interactions with seals.

The most common actions taken to minimize seal interactions are to work around seals (42%), stop fishing (31%), and change fishing practices (17%). Some fishers (17%) did not take any actions to minimize seal interactions, while other actions such as changing fishing gear (6%), sounds (5%), and physical barriers (1%) were less common. Write-in responses for 'other' actions (5%) included moving locations, bashing seals with equipment, and throwing rocks.

## Discussion

Differences in attitudes towards seals among voter, commercial fisher, and tourist stakeholder groups on Cape Cod are notable and largely consistent with 2016 survey findings in Nantucket (Jackman et al. 2018). Voters and especially tourists view seals favorably. They largely perceive seals as beneficial, positive, and enjoyable. They believe that seals are an important part of the marine ecosystem and a sign of a healthy environment. Commercial fishers hold different views and blame seals for reducing and suppressing fish stock, hurting the economy, and creating public safety risks from sharks.

Most commercial fishers report interactions with seals. Some one-third of commercial fishers who completed the supplemental questions reported seals taking bait and lost and damaged catch; another one-fifth report damaged fishing gear. Interactions are most frequent in mid-water (bluefish, striped bass, and tuna), bait-like (herring/menhaden, mackerel, squid), and benthic (skate/monkfish, multi-species/groundfish, and dogfish) fisheries. In response, almost half of fishers work around seals, and some stop fishing. Fewer take actions such as changing gear or using sounds or physical barriers.

Since the 2018 death on Cape Cod as a result of a shark encounter, controversies around seals and sharks have intensified. Heated public forums have been held and local officials are facing mounting political pressure to implement shark mitigation (Pollock 2019). Proposed measures range from relatively non-invasive shark-spotting programs (Kock et al. 2012), to barrier systems that exclude or entangle sharks (Green et al. 2009), to culls of both sharks (Wetherbee et al. 1994) and seals (Morissette et al. 2012). Lethal management of seals and sharks have been found to be costly; ineffective for reducing conflict between humans, sharks, and seals; ecologically damaging (Bowen and Lidgard 2013, Lavigne 2003); unacceptable to the public (Gibbs and Warren 2015, Gray and Gray 2017; Jackman et al. 2018, Garcia-Quijano 2018); and a threat to tourism (Parsons 2003). Lethal management of sharks, in particular, has been found to increase fear and weaken support for shark conservation (Neff 2014) in addition to being ineffective in reducing shark bites (Gibbs and Warren 2015, Wetherbee et al. 1994).

Our survey confirmed that lethal management is strongly opposed by Cape Cod voters and tourists and finds little support even within the commercial fisher stakeholder group. A clear preference among all stakeholder groups was indicated for non-lethal management approaches over lethal management of both seals and sharks. While higher than support for lethal management,

enthusiasm for non-lethal management is limited by large portions of respondents who believe one or both species should be left alone. The majority of voters and three-quarters of tourists believe that seals should be left alone, an approach supported by only one-fifth of commercial fishers. Some two-thirds of each of the three stakeholder groups support leaving sharks alone.

Despite the differences among voters, commercial fishers and tourists in their views of seals, sharks and their management, the survey reveals the shared commitment of all three stakeholder groups to coexistence with marine wildlife and ecosystem health. Management for the ecosystem is the top priority for tourists and voters, and is second only to the fisheries in the management priorities of commercial fishers. In an earlier case study of Cape Cod commercial fishermen, Gruber (2014) also found that the top priority for commercial fishers were fisheries, followed by the ecosystem. Jackman et al. (2018) found the ecosystem was the top priority for Nantucket voters, recreational anglers and tourists. In our study, the goals of the Marine Mammal Protection Act retained the same high levels of support as found in Kellert's (1999) national survey two decades earlier. This support includes over two-thirds of voters and tourists as well as the majority of commercial fishers.

Although all three stakeholder groups place a high value on the importance of the ecosystem to ocean management, there is substantial disagreement over the role of seals in the ecosystem. Tourists and voters see seals as beneficial to the ecosystem, an important sign of a healthy environment, and an integral part of marine food webs. Commercial fishers view seals as damaging to the ecosystem and a threat to fish stocks. The results also indicate that voter and commercial fisher stakeholder groups are not monolithic. About one-fourth of voters share commercial fishers' critiques of seals, whereas some one third of commercial fishers have more positive views of seals, especially around their ecosystem role. These differences within stakeholder groups are reflected in the Potential for Conflict Index scores, which detect higher levels of conflict within voter and commercial fisher samples. Tourists are largely unified in their positive evaluations of seals.

Additional differences within each stakeholder group are also apparent. Substantial gender gaps are found in all three stakeholder groups, with female respondents more opposed to lethal management of both seals and sharks and more supportive of Marine Mammal Protection Act goals. This finding is consistent with prior research, which has found gender-based differences in views of wildlife management (Jackman and Rutberg 2015). Uniquely, this study also finds gender differences in attitudes toward seals, with females in each stakeholder group more favorable toward seals. Gender differences in attitudes towards sharks, however, are not significant. In voter and tourist stakeholder groups, recreational anglers hold more negative attitudes toward seals, are less likely to oppose lethal management of seals, and are less supportive of Marine Mammal Protection Act goals than non-anglers (Cook et al. 2015, Schakner et al. 2019). Within the commercial fisher stakeholder group, no differences are found between recreational anglers and non-anglers in views of lethal management and Marine Mammal Protection Act goals. In all three stakeholder groups, the relationship between recreational angler identity and attitudes towards sharks and shark management is not detected on these measures.

While tourist and voter enthusiasm for seals is greater than for sharks on most measures, sharks were perceived by larger margins of all three stakeholder groups as important to the marine ecosystem.



Recent studies also have found attitudes toward sharks becoming more favorable in the U.S. over the past three and a half decades (George et al. 2016), and this survey finds some support for this trend on Cape Cod (Garcia-Quijano 2018).

Our results suggest that seals and sharks are an especially important part of the Cape Cod experience for tourists and voters. Tourists, especially, hope to see seals when they are on Cape Cod, second only to their enthusiasm for seeing whales. Tourists, followed by voters, consistently hold the most favorable views of both seals and sharks. According to our findings, shark fears and concerns are muted by a desire for coexistence, a belief in the ecological importance of sharks, a willingness to accept inconvenience and risk in order to allow marine wildlife to thrive and a sense of control over whether shark encounters occur. Gibbs and Warren (2015) found that most ocean users adapt their behavior to reduce personal risk of shark encounters and support research and education on shark behavior and deterrents. Tourists on Cape Cod are taking multiple actions to avoid shark encounters, including staying in shallow water and checking and obeying signage and warning systems, which is an important measure of governmental and non-governmental success in communicating shark encounter prevention methods. The survey results suggest that tourists, in particular, are heavily using the public safety information systems available to them, particularly signage and lifeguards. Perhaps because of their increased familiarity with both species and the region, those who live on Cape Cod – voters and especially commercial fishers – are less likely than tourists to engage in behaviors to reduce their encounters with sharks.

Controversies related to seals and sharks may in part derive from a phenomenon known as “shifting baseline syndrome.” This concept, first coined by Canadian fisheries scientist Daniel Pauly (Pauly 1995), describes how each generation gauges the level of the fishery compared to when they first became fishers, or perhaps when they were children. In this case, the baseline on Cape Cod until the last two decades, has been an ecosystem largely devoid of both seals and sharks. The challenge is how to “lift the baseline” (Roman et al. 2015).

Support for increased public education, research, and signage on both seals and sharks and beach patrols among all three stakeholder groups is very high. The survey results also point to a need to enhance education on the history of seals and sharks in Cape Cod waters and shark avoidance strategies. The need for additional research and communication from scientists of the role of seals in the ecosystem is a clear take away from our study. In the absence of education about the benefits of seals and sharks, media coverage on seals as competition for fisheries or an attractant for sharks and sharks as a threat to human safety likely will continue to foster polarization (Bruskotter and Wilson 2014, Muter et al. 2012).

The present report seeks to provide a summary of key survey findings. In an effort to further understanding of the views of Cape Cod voters, tourists, and commercial fishers, to develop effective messaging, and to contribute to management deliberations and human dimensions of wildlife research, future analyses will examine in more depth the contributions of a variety of factors to attitudes toward seals and sharks and their management and to shark avoidance behavior.

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## Appendix A

### Methodology

#### Data Collection

Lists of registered voters, which were obtained from town clerks in each of the 15 municipal counties in Barnstable County (referred to hereafter as Cape Cod), were used as a sampling frame for residents (Jackman and Rutberg 2015; Jackman et al. 2018). A systematic random sample, stratified by town, was drawn from voter lists (April 2021). The survey was sent to 1793 voters.

To obtain a sample of commercial fishers, one person per household and per email address was randomly selected from a list of the population of Barnstable County commercial fishery permit holders (N=1761) obtained from the Massachusetts Division of Marine Fisheries (April 2021). Voter and commercial fisher samples were cross-checked for duplicates, and names occurring on both lists were removed from the voter list. The survey was sent to 1456 commercial fisher permit holders. The list included email addresses for 85% of permit holders.

A sample of 1074 non-resident visitors to Cape Cod was recruited at the six Cape Cod National Seashore Beaches (Nauset Light, Coast Guard, Marconi, Head of the Meadows, Herring Cove, and Race Point) in June and July 2021. Sampling time blocks (n=20) were identified using a multi-stage sampling design (Vaske 2019) based on visitor use data from 2019 (available at <https://irma.nps.gov/STATS/>). Beach visitors were intercepted by team members, wearing T-shirts identifying the project, and invited to sign-up to receive the survey to complete at a later date (Sexton et al. 2011; Sponarski et al. 2015). Interested participants were asked a series of screening questions, disqualifying residents of Cape Cod and individuals under 18 years of age. International visitors (very few due to COVID-19) were excluded from the sample. Eligible participants completed a card with their name, email, and mailing addresses and were given a pen with the study logo to incentivize response. Of the tourists who were asked to participate in the survey, 80% agreed to participate and provided contact information.

The surveys were distributed to the three samples following the Dillman (2014) 5-contact methodology, with participants able to complete the survey by mail or online. The online option, implemented using the survey platform Qualtrics, was provided with each contact. Participation of people < 49 years old in mail surveys has been found to be lower (Jackman et al. 2018, Jackman and Rutberg 2015). A mixed-mode survey design (mail and online) has been found to increase response rates (Sexton et al. 2011) among both younger respondents and older respondents (de Bernardo and Curtis 2012).

All voters and commercial fishers for whom email addresses were unavailable first received a pre-notice letter containing a unique link to complete the survey online. One week after the first contact, non-respondents received a mailed packet containing a cover letter, survey questionnaire, and pre-stamped return envelope. Three additional contact attempts were made at two-week intervals by mail (reminder, replacement packet, and final reminder). Tourists and commercial fishers with email addresses received an initial email invitation to complete the survey online, followed by reminder



emails scheduled 7, 21, and 28 days later. Non-respondents after the 3rd email contact were mailed a packet containing a cover letter, survey questionnaire, and pre-stamped return envelope. All respondents were assigned a permanent identification number, to preserve anonymity and prevent multiple responses.

Of voters, 87.2% completed the surveys by mail and 12.6% via Qualtrics. Of the commercial fishers, 36.4% completed the survey by mail and 63.6% via Qualtrics. Thirteen percent of tourists completed the survey by mail and 87% on Qualtrics.

The survey was completed by Cape Cod voters (n=547), commercial fishers (n=564), and tourists (n=699) between June and September 2021. Response rates were 32.4% for voters, with 106 undeliverable surveys; 39% for commercial fishers, with 9 undeliverable surveys; and 68.3% for tourists, with 50 undeliverable surveys.

## **Variables**

The Cape Cod survey instrument replicated and extended the 2016 questionnaire used in the survey of views of the public, tourists, and recreational anglers on Nantucket (Jackman et al. 2018). The common survey instrument for all three samples was made up of seven sections, followed by a supplement of 12 questions administered to the commercial fisher sample only. Below we describe variables. The scale descriptions are presented in more detail in the body of this report.

Section A, Time on Cape Cod, asked participants if Cape Cod is the location of their primary residence (yes/no) and to enter the number of years they have been residing (year-round or seasonally) on or visiting Cape Cod.

Section B, Views of the Ocean and Its Inhabitants, contained three series of questions pertaining to wildlife appreciation, marine value orientation, and knowledge of seals and great white sharks on Cape Cod. The first series, containing five items, asked participants to rate how much they hope to see various marine animals (dolphins and porpoises, fish, seals, sharks, and whales) on Cape Cod on a 5-point scale ranging from not at all (-2) to very much (2). In the next series, respondents were asked the extent to which they agreed with three statements prioritizing ocean use by humans and three statements prioritizing protection of marine wildlife. Responses to these 7-point scale items ranged from strongly disagree (-3) to strongly agree (3). Two scales were constructed based on these items: marine value use orientation (3 items) and marine value protection orientation (3 items). Lastly, a series of knowledge items included a series of 8 questions (true, false, don't know) about the biology, history and public policy related to seals and sharks on Cape Cod.

Section C, Views of Seals, measured attitudes toward and beliefs about seals. First, participants reported their feelings about seals on 7-point valence scales from extremely harmful (-3) to extremely beneficial (3); negative (-3) to positive (3); not enjoyable at all (-3) to extremely enjoyable (3); and no pride (-3) to a lot of pride (3). A seal attitude scale was constructed based on these four items. Participants also rated their agreement with a series of belief statements about the aesthetic, economic, and ecological benefits and harms of seals (12 items) and threats to seals (2 items).

Responses for all 14 items ranged from strongly agree (3) to strongly disagree (-3). Seal ecological benefits (3 items), seal ecological harm (2 items), seal benefits (5 items), and seal harms (5 items) scales were constructed based on the belief variables.

Section D, Views of Great White Sharks, asked a parallel series of questions examining attitudes toward and beliefs about sharks. First, participants rated their feelings about sharks on 7-point valence scales from extremely harmful (-3) to extremely beneficial (3); negative (-3) to positive (3); not enjoyable at all (-3) to extremely enjoyable (3); extremely frightening (-3) to not frightening at all (3); and no pride (-3) to a lot of pride (3). These five items were averaged to form the shark attitude scale. Next, participants responded to a series of statements about the aesthetic, economic, and ecological benefits and harms of sharks (11 items) and threats to sharks (1 item). Responses for all 14 items ranged from strongly agree (3) to strongly disagree (-3). Shark ecosystem benefits (4 items), shark benefits (6 items), and shark harms (4 items) scales were constructed from these belief variables.

Section E, Experiences on Cape Cod, asked participants about their experiences with seals and sharks on Cape Cod (13 items), including whether they had observed (never, sometimes, many times) seals, sharks, and human and species behavior likely to exacerbate conflicts. Respondents also were asked to indicate their sources of information about seals and sharks on Cape Cod (8 items), preferred beaches and beach activities (13 items), and shark avoidance strategies (14 items) as categorical variables. In addition, respondents were asked whether they blamed people in the water, sharks, seals, government, or no one for shark bite incidents on a 7-point scale ranging from strongly disagree (-3) to strongly agree (3) and how much control (1 item) they felt they have in preventing a shark encounter on a 7-point scale ranging from no control (-3) to a lot of control (3).

Section F, Views of Ocean Management, contained four series of questions about ocean management priorities. First, respondents rated their levels of agreement on a series of interests, including seals, sharks, tourism, the ecosystem, fisheries, and local communities (6 items). Next, respondents were asked whether they agreed with lethal and non-lethal management responses to a series of situation-based scenarios related to seals and sharks (12 items). Respondents also indicated their level of agreement with five goals of the Marine Mammal Protection Act. For all items, a 7-point scale ranged from strongly disagree (-3) to strongly agree (3). Based on relevant items, the following scales were constructed: seal lethal management (4 items), seal non-lethal management (4 items), shark lethal management (4 items), shark non-lethal management (4 items), Marine Mammal Protection Act (5 items), and shark encounter prevention scale (3 items).

The last section, Section G, asked respondents to indicate their level of identification with environmental, animal protection, commercial fisher, recreational angler, and hunter interest groups on a 5-point scale ranging from not at all (-2) to very strongly (2). Respondents also provided their gender, age, zip code, education level, and personal identification as an angler, fisher, or surfer.

Commercial fishers were asked to complete supplemental questions regarding their fishing activity and interactions with seals. Respondents were asked to report the percentage of income derived from commercial fishing and days spent fishing annually, the length of an average fishing trip in hours, the number of Massachusetts commercial endorsements held, and types of vessels worked on.

On a 3-point scale ranging from never (1) to often (3), fishers were asked to report the importance of gear types (10 items), seal interactions by fishery (14 items), the importance of individual fisheries to business (14 items), and the importance of regional fishing grounds (6 items). Fishers were also asked about the impacts of seal interactions (10 items) and actions taken to minimize seal interactions (8 items). Fisheries were grouped into 6 categories for analysis (bait-like, pot, midwater, benthic, shellfish, and other).

### **Data Analysis**

Cronbach's alpha was used to examine the internal reliability of the scales. The statistic ranges from 0 to 1, with .65 to .70 considered as sufficiently reliable (Vaske 2019). All scales used in this report had Cronbach's alpha statistics between .72 and .94.

Differences in scale and item means for the three types of public were evaluated using one-way analysis of variance (ANOVA) with post hoc tests, LSD where equal variances could be assumed and Games-Howell where equal variances could not be assumed. Means with different superscripts are significantly different at  $p < .001$ . Effect size (i.e.,  $\eta$ ) was calculated, with .10 as a minimal, .243 as a typical and .371 as a substantial relationship (Cohen, 1988; Vaske, 2019). Independent-Sample T-tests were used to evaluate differences in views between males and females and between recreational anglers and non-anglers within stakeholder groups.

The Potential for Conflict Index<sub>2</sub> (PCI<sub>2</sub>) was used to determine differences in the levels of conflict and consensus among stakeholder groups in their attitudes toward and beliefs about seals and sharks and attitudes toward management priorities, lethal and non-lethal management actions, and MMPA goals (Vaske, Beaman, Bareto, & Shelby, 2010). The PCI<sub>2</sub> integrates central tendency, dispersion and distribution shape into a single measure, and generates a statistic, which ranges from 0 to 1. Complete consensus within a stakeholder group is represented by 0, which is indicated graphically by small bubbles; 1 represents complete polarization, which is indicated by larger bubbles. The PCI<sub>2</sub> and statistical differences (d) tests for comparing two PCI<sub>2</sub> values were calculated using software at <https://sites.warnercnr.colostate.edu/jerryv/calculating-pci2-excel/>.

## Appendix B

### ANOVA tables for values, beliefs and attitudinal scales and variables by stakeholder group

**Table B1. Marine wildlife value orientations scale and items by stakeholder (means)<sup>1</sup>**

	Voters	Commercial Fishers	Tourists	F	$\eta$
<b>Marine Value Orientation Use Scale<sup>2</sup></b>	-1.78 <sup>a</sup>	-1.04 <sup>b</sup>	-2.23 <sup>c</sup>	155.970***	0.390
<b>Marine Value Orientation Use Scale Items</b>					
The primary value of the ocean is to provide benefits for humans.	-1.35 <sup>a</sup>	-.44 <sup>b</sup>	-1.98 <sup>c</sup>	119.116***	0.346
The economic values that the ocean provides to humans are more important than protecting marine wildlife.	-1.87 <sup>a</sup>	-1.06 <sup>b</sup>	-2.33 <sup>c</sup>	119.507***	0.346
Recreational use of the ocean is more important than protecting marine wildlife.	-2.11 <sup>a</sup>	-1.64 <sup>b</sup>	-2.38 <sup>c</sup>	51.591***	0.236
<b>Marine Value Orientation Protection Scale<sup>3</sup></b>	2.14 <sup>a</sup>	1.17 <sup>b</sup>	2.41 <sup>c</sup>	202.636***	0.434
<b>Marine Value Orientation Protection Scale Items</b>					
We should learn to share the ocean with animals that live there.	2.47 <sup>a</sup>	1.62 <sup>b</sup>	2.67 <sup>c</sup>	137.205***	0.367
Marine wildlife should be protected for their own sake.	1.92 <sup>a</sup>	.76 <sup>b</sup>	2.17 <sup>a</sup>	132.724***	0.363
I am willing to accept some inconvenience and risk in order to have oceans where marine wildlife can thrive.	2.01 <sup>a</sup>	1.15 <sup>b</sup>	2.40 <sup>c</sup>	121.366***	0.349

\*\*\*p<.001

<sup>1</sup>Means with different superscripts are different at p<.05. <sup>2</sup>Cronbach Alpha .723 <sup>3</sup>Cronbach Alpha .760

**Table B2. Attitudes toward seals by stakeholder (means)<sup>1</sup>**

	Voters	Commercial Fishers	Tourists	F	$\eta$
<b>Seal Attitude Scale<sup>2</sup></b>	1.74 <sup>a</sup>	-.35 <sup>b</sup>	2.51 <sup>c</sup>	592.002***	0.643
<b>Seal Attitude Scale Items</b>					
Seals are beneficial	.61 <sup>a</sup>	-1.35 <sup>b</sup>	1.31 <sup>c</sup>	462.644***	0.589
Seals are positive	.93 <sup>a</sup>	-1.27 <sup>b</sup>	1.72 <sup>c</sup>	506.431***	0.610
Seals are very enjoyable	1.18 <sup>a</sup>	-.91 <sup>b</sup>	1.92 <sup>c</sup>	453.120***	0.587
I have a lot of pride in seal populations	.27 <sup>a</sup>	-1.80 <sup>b</sup>	1.08 <sup>c</sup>	417.455***	0.570

\*\*\*p<.001

<sup>1</sup>Means with different superscripts are different at p<.05. <sup>2</sup>Cronbach Alpha .938

**Table B3. Attitudes towards sharks by stakeholder (means)<sup>1</sup>**

	Voters	Commercial Fishers	Tourists	F	$\eta$
<b>Shark Attitude Scale<sup>2</sup></b>	.18	.11	.13	.300	0.019
<b>Shark Attitude Scale Items</b>					
Sharks are beneficial	.47	.43	.62	2.060	0.049
Sharks are positive	.44	.39	.59	2.052	0.049
Sharks are enjoyable	.34	.18	.15	1.886	0.047
Sharks are not frightening	-.49 <sup>a</sup>	-.24 <sup>b</sup>	-.94 <sup>a</sup>	23.783***	0.164
I have a lot of pride in shark populations	.07 <sup>a</sup>	-.24 <sup>b</sup>	.18 <sup>a</sup>	6.792**	0.088

\*\*p<.01, \*\*\*p<.001

<sup>1</sup>Means with different superscripts are different at p<.05. <sup>2</sup>Cronbach's Alpha .882

**Table B4. Perceptions of seal ecological benefits and harms by stakeholder (means)<sup>1</sup>**

	Voters	Commercial Fishers	Tourists	F	$\eta$
<b>Seal Ecological Benefits Scale<sup>2</sup></b>	1.28 <sup>a</sup>	-.33 <sup>b</sup>	1.74 <sup>c</sup>	377.022***	0.551
<b>Seal Ecological Benefits Scale Items</b>					
Seals are important to the ecosystem.	1.61 <sup>a</sup>	-.04 <sup>b</sup>	2.13 <sup>c</sup>	323.584***	0.520
The presence of seals is a sign of a healthy environment.	1.12 <sup>a</sup>	-.27 <sup>b</sup>	1.55 <sup>c</sup>	224.005***	0.452
Seals help balance and maintain marine food webs.	1.10 <sup>a</sup>	-.67 <sup>b</sup>	1.57 <sup>c</sup>	326.114***	0.521
<b>Seal Ecological Harm Scale<sup>3</sup></b>	-.28 <sup>a</sup>	1.13 <sup>b</sup>	-.81 <sup>c</sup>	275.733***	0.491
<b>Seal Ecological Harm Scale Items</b>					
Seals are the main cause of fish stock declines.	-.50 <sup>a</sup>	.72 <sup>b</sup>	-1.11 <sup>c</sup>	168.126***	0.402
Seals suppress recovery of overfished fish stocks.	-.04 <sup>a</sup>	1.54 <sup>b</sup>	-.51 <sup>c</sup>	274.209***	0.489

\*\*\*p<.001

<sup>1</sup>Means with different superscripts are different at p<.05. <sup>2</sup>Cronbach's Alpha .890 <sup>3</sup>Cronbach's Alpha .776

**Table B5. Perceptions of seal aesthetic, ecological and economic benefits and harms by stakeholder (means)<sup>1</sup>**

<b>Seal Benefits Scale</b> (aesthetic, ecological, economic) <sup>2</sup>	.92 <sup>a</sup>	-.59 <sup>b</sup>	1.43 <sup>c</sup>	420.162***	0.572
<b>Seal Benefits Scale Items</b>					
Seals symbolize the beauty and wonder of Cape Cod	.58 <sup>a</sup>	-1.34 <sup>b</sup>	1.35 <sup>c</sup>	397.685***	0.559
Seals are important to the ecosystem	1.61 <sup>a</sup>	-.04 <sup>b</sup>	2.12 <sup>c</sup>	323.454***	0.520
Seals help the economy because they draw tourists	.13 <sup>a</sup>	-.66 <sup>b</sup>	.59 <sup>c</sup>	86.289***	0.300
The presence of seals is a sign of a healthy environment	1.12 <sup>a</sup>	-.26 <sup>b</sup>	1.54 <sup>c</sup>	223.896***	0.452
Seals help balance and maintain marine food webs	1.10 <sup>a</sup>	-.67 <sup>b</sup>			0.521
<b>Seal Harms Scale</b> (nuisance, ecological, economic, safety) <sup>3</sup>	-.35 <sup>a</sup>	1.05 <sup>b</sup>	-1.02 <sup>c</sup>	375.508***	0.550
<b>Seal Harms Scale Items</b>					
Seals are nuisance animals	-1.0 <sup>a</sup>	.86 <sup>b</sup>	-1.85 <sup>c</sup>	348.556***	0.534
Seals are the main cause of fish stock declines	-.50 <sup>a</sup>	.71 <sup>b</sup>	-1.12 <sup>c</sup>	168.063***	0.402
Seals pose a threat to people because they draw sharks	.47 <sup>a</sup>	1.21 <sup>b</sup>	-.15 <sup>c</sup>	79.076***	0.288
Seals hurt the economy because they compete with fishermen	-.62 <sup>a</sup>	.91 <sup>b</sup>	-1.45 <sup>c</sup>	281.199***	0.493
Seals suppress recovery of overfished fish stocks	-.04 <sup>a</sup>	1.55 <sup>b</sup>	-.52 <sup>c</sup>	274.100***	0.489

\*\*\*p<.001

<sup>1</sup> Means with different superscripts are different at p<.05. <sup>2</sup> Cronbach's Alpha .885 <sup>3</sup> Cronbach's Alpha .864

**Table B6. Perceptions of shark ecological benefits by stakeholder (means)<sup>1</sup>**

	Voter	Commercial Fisher	Tourist	F	$\eta$
<b>Shark Ecosystem Benefits Scale<sup>2</sup></b>	1.65 <sup>a</sup>	1.35 <sup>b</sup>	1.81 <sup>c</sup>	23.296***	0.163
<b>Shark Ecosystem Benefits Scale Items</b>					
Sharks are important to the ecosystem	1.91 <sup>a</sup>	1.65 <sup>b</sup>	2.23 <sup>c</sup>	30.323***	0.184
The presence of sharks is a sign of a healthy environment	1.32 <sup>a</sup>	.94 <sup>b</sup>	1.57 <sup>c</sup>	26.207***	0.171
Sharks help balance and maintain marine food webs	1.56 <sup>a</sup>	1.33 <sup>b</sup>	1.85 <sup>c</sup>	20.777***	0.153
Sharks help control seal populations	1.75 <sup>a</sup>	1.44 <sup>b</sup>	1.57 <sup>ab</sup>	5.473**	0.079

\*\*p< .01, \*\*\*p<.001

<sup>1</sup> Means with different superscripts are different at p<.05. <sup>2</sup> Cronbach's Alpha .829



**Table B7. Perceptions of shark aesthetic, ecological, and economic benefits and harms by stakeholder (means)<sup>1</sup>**

<b>Shark Benefits Scale<sup>2</sup></b>	1.22 <sup>a</sup>	.92 <sup>b</sup>	1.36 <sup>a</sup>	21.981***	0.158
Shark Benefits Scale Items					
Sharks symbolize the beauty and wonder of Cape Cod	.46 <sup>a</sup>	-.13 <sup>b</sup>	.74 <sup>c</sup>	32.542***	0.190
Sharks are important to the ecosystem	1.91 <sup>a</sup>	1.65 <sup>b</sup>	2.23 <sup>c</sup>	30.323***	0.184
Sharks help the economy because they draw tourists	.23 <sup>a</sup>	.21 <sup>a</sup>	-.02 <sup>b</sup>	4.572*	0.072
The presence of sharks is a sign of a healthy environment	1.32 <sup>a</sup>	.94 <sup>b</sup>	1.57 <sup>c</sup>	26.207***	0.171
Sharks help balance and maintain marine food webs	1.56 <sup>a</sup>	1.33 <sup>b</sup>	1.85 <sup>c</sup>	20.777***	0.153
Sharks help control seal populations	1.75 <sup>a</sup>	1.44 <sup>b</sup>	1.57 <sup>ab</sup>	5.473**	0.079
<b>Shark Harms Scale<sup>3</sup></b>	-.42 <sup>a</sup>	-.18 <sup>b</sup>	-.58 <sup>c</sup>	13.947***	0.126
Shark Harm Scale Items					
Sharks are nuisance animals	-.67 <sup>a</sup>	-.39 <sup>b</sup>	-.88 <sup>c</sup>	10.680***	0.110
Sharks pose a threat to people	.66 <sup>a</sup>	1.01 <sup>b</sup>	.72 <sup>a</sup>	6.225**	0.084
Sharks hurt the economy because they deter tourists	-.63	-.58	-.76	1.661	0.044
Sharks hurt the economy because they compete with fishermen	-1.01 <sup>a</sup>	-.73 <sup>b</sup>	-1.39 <sup>c</sup>	23.982***	0.164

\*p&lt; .05, \*\*p&lt;.01, \*\*\*p&lt;.001

<sup>1</sup>Means with different superscripts are different at p<.05. <sup>2</sup>Cronbach's Alpha .873 <sup>3</sup>Cronbach's Alpha .712**Table B8. Allocation of blame for shark bites by stakeholder (means) <sup>1</sup>**

	Voter	Fisher	Tourist	F	$\eta$
Blame no one	.46 <sup>ab</sup>	.32 <sup>a</sup>	.54 <sup>b</sup>	2.071	0.050
Blame People in Water	.57 <sup>a</sup>	.52 <sup>ab</sup>	.30 <sup>b</sup>	4.037*	0.069
Blame the shark	-.59 <sup>ab</sup>	-.50 <sup>a</sup>	-.82 <sup>b</sup>	4.387*	0.072
Blame the seals	.27 <sup>a</sup>	1.52 <sup>b</sup>	-.25 <sup>c</sup>	119.905***	0.351
Blame the government	-1.52 <sup>a</sup>	-.37 <sup>b</sup>	-1.68 <sup>a</sup>	74.089***	0.284

\*p< .05, \*\*\*p<.001

<sup>1</sup> Means with different superscripts are different at p<.05.

**Table B9. Attitudes toward management priorities by stakeholder (means)<sup>1</sup>**

	Voters	Commercial Fishers	Tourists	F	$\eta$
Best interests of ...					
The seals	1.09 <sup>a</sup>	-.26 <sup>b</sup>	1.75 <sup>c</sup>	176.257***	0.415
The sharks	1.12 <sup>a</sup>	.51 <sup>b</sup>	1.68 <sup>c</sup>	68.680***	0.274
Tourism	.22 <sup>a</sup>	-.08 <sup>b</sup>	.48 <sup>c</sup>	16.037***	0.136
The ecosystem	2.16 <sup>a</sup>	1.63 <sup>b</sup>	2.52 <sup>c</sup>	79.468***	0.294
Fisheries	1.25 <sup>a</sup>	1.84 <sup>b</sup>	.98 <sup>c</sup>	45.274***	0.225
Local Communities	1.15	1.14	1.33	3.334*	0.063

\*p<.05, \*\*\* p < .001

<sup>1</sup> Means with different superscripts are different at p<.001.

**Table B10. Attitudes toward lethal management of seals by stakeholder (means)<sup>1</sup>**

	Voters	Commercial Fishers	Tourists	F	$\eta$
<b>Attitudes toward Seal Lethal Management Scale<sup>2</sup></b>	-1.95 <sup>a</sup>	-.11 <sup>b</sup>	-2.42 <sup>c</sup>	376.566***	0.559
<b>Attitudes toward Lethal Management Scale Items</b>					
Kill seals that interfere with fishing	-1.65 <sup>a</sup>	.19 <sup>b</sup>	-2.20 <sup>c</sup>	273.372***	0.495
Kill seals that lay on beaches or rocks	-2.32 <sup>a</sup>	-.64 <sup>b</sup>	-2.67 <sup>c</sup>	274.878***	0.496
Kill seals if they swim in harbors	-2.25 <sup>a</sup>	-.73 <sup>b</sup>	-2.64 <sup>c</sup>	226.092***	0.461
Kill seals to reduce population levels	-1.53 <sup>a</sup>	.77 <sup>b</sup>	-2.18 <sup>c</sup>	347.614***	0.540

\*\*\*p<.001

<sup>1</sup> Means with different superscripts are different at p<.001. <sup>2</sup> Cronbach's Alpha .913

**Table B11. Attitudes toward non-lethal management of seals by stakeholder (means)<sup>1</sup>**

	Voters	Commercial Fishers	Tourists	F	$\eta$
<b>Attitudes toward Seal Non-Lethal Management Scale<sup>2</sup></b>	.25 <sup>a</sup>	.32 <sup>a</sup>	-.03 <sup>b</sup>	6.161**	0.086
<b>Attitudes toward Non-Lethal Management Scale Items</b>					
Use non-lethal methods to prevent conflict with fishing	.85 <sup>a</sup>	.45 <sup>b</sup>	.84 <sup>a</sup>	6.920**	0.090
Use non-lethal methods to deter seals from laying on beaches or rocks	-.20 <sup>a</sup>	.01 <sup>a</sup>	-.57 <sup>b</sup>	10.461***	0.111
Use non-lethal methods to deter seals from swimming in harbors	-.01 <sup>ab</sup>	.12 <sup>a</sup>	-.18 <sup>b</sup>	2.733	0.057
Use non-lethal methods to reduce seal population levels	.33 <sup>a</sup>	.70 <sup>b</sup>	-.19 <sup>c</sup>	23.046***	0.163

\*\*p<.01, \*\*\* p <.001

<sup>1</sup> Means with different superscripts are different at p<.05. <sup>2</sup> Cronbach's Alpha .858

**Table B12. Attitudes toward Marine Mammal Protection Act by stakeholder (means)<sup>1</sup>**

	Voters	Commercial Fishers	Tourists	F	$\eta$
<b>Attitudes toward MMPA Scale<sup>2</sup></b>	2.32 <sup>a</sup>	1.53 <sup>b</sup>	2.66 <sup>c</sup>	186.799***	0.426
<b>Attitudes toward MMPA Scale Items</b>					
Preventing marine mammals from going extinct	2.53 <sup>a</sup>	2.01 <sup>b</sup>	2.80 <sup>c</sup>	77.312***	0.289
Maintaining or restoring marine mammal populations	2.23 <sup>a</sup>	1.42 <sup>b</sup>	2.63 <sup>c</sup>	135.980***	0.372
Minimizing conflict between marine mammals and commercial fishing	2.23 <sup>a</sup>	1.57 <sup>b</sup>	2.50 <sup>c</sup>	75.871***	0.287
Minimizing harm and suffering of marine mammals	2.28 <sup>a</sup>	1.36 <sup>b</sup>	2.68 <sup>c</sup>	155.682***	0.394
Protecting areas of the ocean important for marine mammal feeding and breeding	2.33 <sup>a</sup>	1.26 <sup>b</sup>	2.69 <sup>c</sup>	181.370***	0.420

\*\*\* p < .001

<sup>1</sup> Means with different superscripts are different at p<.05. <sup>2</sup> Cronbach's Alpha .887

**Table B13. Attitudes toward lethal management of sharks by stakeholder (means)<sup>1</sup>**

	Voters	Commercial Fishers	Tourists	F	$\eta$
<b>Attitudes toward Shark Lethal Management Scale<sup>2</sup></b>	-1.76 <sup>a</sup>	-1.47 <sup>b</sup>	-1.98 <sup>c</sup>	17.113***	0.142
<b>Attitudes toward Shark Lethal Management Scale Items</b>					
Kill sharks that interfere with fishing	-1.90 <sup>a</sup>	-1.45 <sup>b</sup>	-2.09 <sup>a</sup>	22.700***	0.162
Kill sharks that swim near the beach	-1.81 <sup>a</sup>	-1.61 <sup>a</sup>	-2.11 <sup>b</sup>	12.554***	0.121
Kill sharks after a bite occurs	-1.32 <sup>a</sup>	-1.18 <sup>a</sup>	-1.59 <sup>b</sup>	6.619**	0.088
Kill sharks to reduce population levels	-1.94 <sup>a</sup>	-1.61 <sup>b</sup>	-2.14 <sup>c</sup>	15.415***	0.134

\*\*p<.01, \*\*\* p < .001

<sup>1</sup> Means with different superscripts are different at p < .001. <sup>2</sup> Cronbach's Alpha .884

**Table B14. Attitudes toward non-lethal management of sharks by stakeholder (means)<sup>1</sup>**

	Voters	Commercial Fishers	Tourists	F	$\eta$
<b>Attitudes toward Non-Lethal Management Scale<sup>2</sup></b>	.86 <sup>a</sup>	.56 <sup>b</sup>	.90 <sup>a</sup>	6.079**	0.085
<b>Attitudes toward non-Lethal Management Scale Items</b>					
Use non-lethal methods to prevent conflicts with fishing	.81 <sup>a</sup>	.44 <sup>b</sup>	.87 <sup>a</sup>	6.805**	0.089
Use non-lethal methods to prevent sharks from swimming near beaches	1.16	1.00	1.20	1.421	0.041
Use non-lethal methods to prevent shark bites	1.40 <sup>ab</sup>	1.20 <sup>a</sup>	1.55 <sup>b</sup>	4.711**	0.074
Use non-lethal methods to reduce shark population levels	.12 <sup>a</sup>	-.42 <sup>b</sup>	.00 <sup>a</sup>	7.636***	0.095

\*\*p<.01, \*\*\*p < .001

<sup>1</sup> Means with different superscripts are significantly different at p<.05. <sup>2</sup> Cronbach's Alpha .861

**Table B15. Attitudes toward shark conflict prevention policies by stakeholder (means)<sup>1</sup>**

	Voters	Commercial Fishers	Tourists	F	$\eta$
<b>Attitudes toward Shark Prevention Scale<sup>2</sup></b>	2.07 <sup>a</sup>	1.18 <sup>b</sup>	2.32 <sup>c</sup>	139.952***	0.377
<b>Attitudes toward Shark Prevention Scale Items</b>					
Increase public education on sharks	2.19 <sup>a</sup>	1.35 <sup>b</sup>	2.49 <sup>c</sup>	104.822***	0.332
Improve signage at beaches to reduce shark encounters	2.04 <sup>a</sup>	1.11 <sup>b</sup>	2.32 <sup>c</sup>	103.483***	0.330
Increase beach patrols/shark spotters/aerial patrols	1.98 <sup>a</sup>	1.08 <sup>b</sup>	2.14 <sup>a</sup>	82.541***	0.298

\*\*\*p < .001

<sup>1</sup> Means with different superscripts are significantly different at p<.05. <sup>2</sup> Cronbach's Alpha .806

**Table B16. Attitudes toward shark encounter prevention policies by stakeholder (means)<sup>1</sup>**

	Voters	Commercial Fishers	Tourists	F	$\eta$
<b>Attitudes toward Shark Prevention Scale<sup>2</sup></b>	2.07 <sup>a</sup>	1.18 <sup>b</sup>	2.32 <sup>c</sup>	139.952***	0.377
<b>Attitudes toward Shark Prevention Scale Items</b>					
Increase public education on sharks	2.19 <sup>a</sup>	1.35 <sup>b</sup>	2.49 <sup>c</sup>	104.822***	0.332
Improve signage at beaches to reduce shark encounters	2.04 <sup>a</sup>	1.11 <sup>b</sup>	2.32 <sup>c</sup>	103.483***	0.330
Increase beach patrols/shark spotters/aerial patrols	1.98 <sup>a</sup>	1.08 <sup>b</sup>	2.14 <sup>a</sup>	82.541***	0.298

\*\*\*p < .001

<sup>1</sup> Means with different superscripts are significantly different at p<.05. <sup>2</sup> Cronbach's Alpha .806

## Appendix C

### Views of gender, recreational angler, and surfer subgroups on value orientation and attitudinal scales

For this summary report, we segmented the data by gender (Tables C1, C2, C3), recreational angler (Tables C7, C8, C9), and surfer (Tables C10, C11, and C12) identification within each subgroup to evaluate views as measured by the Marine Value Orientation Use Scale, Marine Value Orientation Protection Scale, Seal Attitude Scale, Shark Attitude Scale, Seal Lethal Management Scale, Marine Mammal Protection Act Scale, and Shark Lethal Management Scale. Differences between males and females and between the means for recreational anglers and non-anglers in each stakeholder group were analyzed using Independent-Sample T-tests. Because of the small numbers of respondents identifying as Gender X in each stakeholder group, Gender X had to be excluded from statistical analyses. To allow some descriptive comparisons, the means of all three gender subgroups are included in Tables C4, C5, and C6. Reflecting the small number of surfers in the overall population, respondents for each stakeholder group included fewer surfers than would be needed for statistical analysis. As a result, difference tests within each stakeholder group were not conducted for surfer identity. To allow some descriptive comparisons, the means of surfer and non-surfer subgroups are included in Tables C10, C11, and C12. Additional research is needed to assess the views of representative samples of surfers.

**Table C1. Differences in value orientation, seal attitude, shark attitude, seal lethal management, Marine Mammal Protection Act, and shark lethal management scale variables by gender within voter stakeholder group (Means)**

	Female	Male	t
<b>Marine Value Orientation Use Scale</b>	-1.9387	-1.5766	-3.477***
<b>Marine Value Orientation Protection Scale</b>	2.2830	1.9537	3.605***
<b>Seal Attitude Scale</b>	1.9954	1.4345	4.183***
<b>Shark Attitude Scale</b>	.1064	.2560	-1.068
<b>Attitudes toward Seal Lethal Management Scale</b>	-2.1412	-1.7150	-3.445***
<b>Attitudes toward MMPA Scale</b>	2.5035	2.1117	4.267***
<b>Attitudes toward Shark Lethal Management Scale</b>	-1.8300	-1.6453	-1.393

\*\*p<.01, \*\*\*p<.001



**Table C2. Differences in value orientation, seal attitude, shark attitude, seal lethal management, Marine Mammal Protection Act, and shark lethal management scale variables by gender within commercial fisher stakeholder group (Means)**

	<b>Female</b>	<b>Male</b>	<b>t</b>
<b>Marine Value Orientation Use Scale</b>	-1.7381	-1.0177	-2.842**
<b>Marine Value Orientation Protection Scale</b>	1.9048	1.1560	3.720***
<b>Seal Attitude Scale</b>	.9464	-.3888	4.786***
<b>Shark Attitude Scale</b>	.4552	.1042	1.255
<b>Attitudes toward Seal Lethal Management Scale</b>	-1.5268	-.0266	-4.27***
<b>Attitudes toward MMPA Scale</b>	2.3714	1.4822	5.192***
<b>Attitudes toward Shark Lethal Management Scale</b>	-1.7054	-1.4709	-.739

\*\*p<.01, \*\*\*p<.001

**Table C3. Differences in value orientation, seal attitude, shark attitude, seal lethal management, Marine Mammal Protection Act, and shark lethal management scale variables by gender within tourist stakeholder group (Means)**

	<b>Female</b>	<b>Male</b>	<b>t</b>
<b>Marine Value Orientation Use Scale</b>	-2.4081	-1.9331	-5.745***
<b>Marine Value Orientation Protection Scale</b>	2.4727	2.3293	2.046*
<b>Seal Attitude Scale</b>	2.6525	2.2941	3.290***
<b>Shark Attitude Scale</b>	.0789	.1975	-1.031
<b>Attitudes toward Seal Lethal Management Scale</b>	-2.5436	2.2255	-3.799***
<b>Attitudes toward MMPA Scale</b>	2.7579	2.5024	4.545***
<b>Attitudes toward Shark Lethal Management Scale</b>	-2.1462	-1.7115	-3.920***

\*p< .05, \*\*p<.01, \*\*\*p<.001

**Table C4. Means for value orientation, seal attitude, shark attitude, seal lethal management, Marine Mammal Protection Act, and shark lethal management scale variables by gender within voter stakeholder group, including Gender X**

	<b>Female</b>	<b>Male</b>	<b>Gender X</b>
<b>Marine Value Orientation Use Scale</b>	-1.9387	-1.5766	-3.00
<b>Marine Value Orientation Protection Scale</b>	2.2830	1.9537	2.5855
<b>Seal Attitude Scale</b>	1.9954	1.4345	1.2947
<b>Shark Attitude Scale</b>	.1064	.2560	.3533
<b>Attitudes toward Seal Lethal Management Scale</b>	-2.1412	-1.7150	-1.9718
<b>Attitudes toward MMPA Scale</b>	2.5035	2.1117	2.2497
<b>Attitudes toward Shark Lethal Management Scale</b>	-1.8300	-1.6453	-2.3692

**Table C5. Means for value orientation, seal attitude, shark attitude, seal lethal management, Marine Mammal Protection Act, and shark lethal management scale variables by gender within commercial fisher stakeholder group, including Gender X**

	<b>Female</b>	<b>Male</b>	<b>Gender X</b>
<b>Marine Value Orientation Use Scale</b>	-1.7381	-1.0177	-.2857
<b>Marine Value Orientation Protection Scale</b>	1.9048		-.8095
<b>Seal Attitude Scale</b>	.9464	-.3888	-1.2500
<b>Shark Attitude Scale</b>	.4552	.1042	.0000
<b>Attitudes toward Seal Lethal Management Scale</b>	-1.5268	-.0266	1.9583
<b>Attitudes toward MMPA Scale</b>	2.3714	1.4822	.1333
<b>Attitudes toward Shark Lethal Management Scale</b>	-1.7054	-1.4709	-.4167

**Table C6. Means for value orientation, seal attitude, shark attitude, seal lethal management, Marine Mammal Protection Act, and shark lethal management scale variables by gender within tourist stakeholder group, including Gender X**

	Female	Male	Gender X
Marine Value Orientation Use Scale	-2.4081	-1.9331	-2.5333
Marine Value Orientation Protection Scale	2.4727	2.3293	2.6333
Seal Attitude Scale	2.6525	2.2941	2.7000
Shark Attitude Scale	.0789	.1975	1.2000
Attitudes toward Seal Lethal Management Scale	-2.5436	2.2255	-2.7000
Attitudes toward MMPA Scale	2.7579	2.5024	-2.7000
Attitudes toward Shark Lethal Management Scale	-2.1462	-1.7115	2.7800

**Table C7. Differences in value orientation, seal attitude, shark attitude, seal lethal management, Marine Mammal Protection Act, and shark lethal management scale variables by recreational angler identity within voter stakeholder group (Means)**

	No	Yes	t
Marine Value Orientation Use Scale	-1.8535	-1.5094	-2.737**
Marine Value Orientation Protection Scale	2.2187	1.8559	3.341***
Seal Attitude Scale	1.8647	1.3201	3.395***
Shark Attitude Scale	.1299	.3316	-1.216
Attitudes toward Seal Lethal Management Scale	-2.0879	-1.4611	-4.306***
Attitudes toward MMPA Scale	2.3718	2.1524	2.021*
Attitudes toward Shark Lethal Management Scale	-1.7730	-1.6952	-.489

\*p< .05, \*\*p<.01, \*\*\*p<.001

**Table C8. Differences in value orientation, seal attitude, shark attitude, seal lethal management, Marine Mammal Protection Act, and shark lethal management scale variables by recreational angler identity within commercial fisher stakeholder group (Means)**

	No	Yes	t
Marine Value Orientation Use Scale	-.9550	-1.1622	1.770
Marine Value Orientation Protection Scale	1.1174	1.2485	-1.084
Seal Attitude Scale	-.4105	-.2642	-1.105
Shark Attitude Scale	.0848	.1534	-.507
Attitudes toward Seal Lethal Management Scale	.0549	-.2888	1.904
Attitudes toward MMPA Scale	1.4219	1.6502	-1.948
Attitudes toward Shark Lethal Management Scale	-1.3323	-1.62161	1.927

**Table C9. Differences in value orientation, seal attitude, shark attitude, seal lethal management, Marine Mammal Protection Act, and shark lethal management scale variables by recreational angler identity within tourist stakeholder group (Means)**

	No	Yes	t
Marine Value Orientation Use Scale	-2.2856	-1.8492	-3.876***
Marine Value Orientation Protection Scale	2.4309	2.2937	1.342
Seal Attitude Scale	2.5920	1.9207	4.462***
Shark Attitude Scale	.1031	.3383	-1.403
Attitudes toward Seal Lethal Management Scale	-2.483	-2.3029	-5.399***
Attitudes toward MMPA Scale	2.6948	2.4024	3.945***
Attitudes toward Shark Lethal Management Scale	-2.0128	-1.7771	-1.533

\*\*\*p<.001

**Table C10. Means for value orientation, seal attitude, shark attitude, seal lethal management, Marine Mammal Protection Act, and shark lethal management scale variables by surfer identity within voter stakeholder group**

	<b>Non-Surfer</b>	<b>Surfer</b>
<b>Marine Value Orientation Use Scale</b>	-1.7974	-1.2871
<b>Marine Value Orientation Protection Scale</b>	2.1424	2.0903
<b>Seal Attitude Scale</b>	1.7416	1.7737
<b>Shark Attitude Scale</b>	.1740	.3776
<b>Attitudes toward Seal Lethal Management Scale</b>	-1.9657	-1.5583
<b>Attitudes toward MMPA Scale</b>	2.3217	2.3771
<b>Attitudes toward Shark Lethal Management Scale</b>	-1.7626	-1.5909

**Table C11. Means for value orientation, seal attitude, shark attitude, seal lethal management, Marine Mammal Protection Act, and shark lethal management scale variables by surfer identity within commercial fisher stakeholder group**

	<b>Non-Surfer</b>	<b>Surfer</b>
<b>Marine Value Orientation Use Scale</b>	-1.0014	-1.440
<b>Marine Value Orientation Protection Scale</b>	1.1871	1.0340
<b>Seal Attitude Scale</b>	-.3283	-.5200
<b>Shark Attitude Scale</b>	.1435	-.1400
<b>Attitudes toward Seal Lethal Management Scale</b>	-.1199	.0190
<b>Attitudes toward MMPA Scale</b>	1.5047	1.7347
<b>Attitudes toward Shark Lethal Management Scale</b>	-1.4689	-1.411

**Table C12. Means for value orientation, seal attitude, shark attitude, seal lethal management, Marine Mammal Protection Act, and shark lethal management scale variables by surfer identity within commercial fisher stakeholder group**

	<b>Non-Surfer</b>	<b>Surfer</b>
<b>Marine Value Orientation Use Scale</b>	-1.4689	-1.411
<b>Marine Value Orientation Protection Scale</b>	2.4384	1.7949
<b>Seal Attitude Scale</b>	2.5315	1.9712
<b>Shark Attitude Scale</b>	.1415	-.2385
<b>Attitudes toward Seal Lethal Management Scale</b>	-2.4464	-1.8558
<b>Attitudes toward MMPA Scale</b>	2.6690	2.3923
<b>Attitudes toward Shark Lethal Management Scale</b>	-2.0163	-1.1731



SELECTBOARD  
AGENDA ACTION REQUEST

**V.I.A**

***Herring River Restoration~ Draft Grant  
Agreements***

<b>REQUESTED BY:</b>	<b>Herring River Restoration Project</b>
<b>DESIRED ACTION:</b>	
<b>PROPOSED MOTION:</b>	
<b>SUMMARY (Optional)</b>	
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____

Memorandum

To: Wellfleet Selectboard

From: Carole Ridley, Project Coordinator

Date: July 14, 2022

Re: Grant Agreements to Fund Herring River Restoration Project, Phase 1

The estimated cost to implement Phase 1 of the Herring River Restoration Project includes \$62,951,000 in construction costs and \$7,500,000 in adaptive management costs, for a total of \$70,451,000 over a multi-year period. On June 28 the Selectboard was presented with information about federal and state grant sources available to meet this funding need.

Two funding sources have provided the Town with the enclosed draft grant agreements totaling \$49,870,000 to fund construction and implementation. These grant agreements must be finalized, approved by the Selectboard and executed by mid-August to secure the funds:

US Department of Agriculture, Natural Resource Conservation Service (NRCS) is proposing to provide the Town with up to \$24,000,000 in Financial Assistance and up to \$3,200,000 in Technical Assistance for project implementation. The Financial Assistance funds have a non-federal match requirement of \$8,000,000. The funds must be spent by September 30, 2026. In addition to the terms and conditions and draft scope of work, NRCS has provided application and disclosure forms to be signed by a Town official.

Massachusetts Department of Fish and Game, Division of Ecological Restoration (MA DER) is proposing to provide the Town with \$22,670,000 for project construction and implementation. Of this amount, \$2,670,000 is FY23 funding that must be spent by June 30, 2023, and \$20,000,000 must be spent by December 31, 2026. This grant will satisfy the non-federal match requirements of the NRCS grant and other anticipated federal grants. The state funding will not require any match.

NRCS and MA DER funding would be provided to the Town on a reimbursement basis.

Draft grant agreements and associated scopes of work have been reviewed by Town Counsel as to form. Final modifications to the scopes of work are anticipated, but will not change the award amount or terms and conditions of either funding source.

Upon acceptance of the final grant agreements from NRCS and MA DER, the Town will have sufficient funding and non-federal match to proceed with construction of the bridge and sluice gate structure to replace the Chequessett Neck Road dike, and to begin other implementation activities.

As discussed with the Selectboard on June 28th, the Town will apply for up to \$16 million from the National Oceanic and Atmospheric Administration (NOAA) this summer. NRCS and NOAA, as well as the National Park Service and US Fish and Wildlife Service, are expected to have additional funding opportunities during the period of construction.



On July 19<sup>th</sup>, the Selectboard is requested to approve the grant agreements in concept, with the understanding that final documents for each grant will be submitted to the Selectboard for final approval at its August 16<sup>th</sup> meeting.

Two suggested motions for July 19<sup>th</sup> are provided below:

Proposed Motion #1: For the USDA Natural Resource Conservation Service Grant Agreement:

To accept in concept the *U.S. Department of Agriculture Farm Production and Conservation General Terms and Conditions for Grants and Cooperative Agreements*, and the draft *Watershed Flood Prevention Statement of Work for the Herring River Salt Marsh Restoration Project*, for a grant to the Town of up to \$24,000,000 in financial assistance and up to \$3,200,000 in technical assistance for implementation of the Herring River Restoration Project; and to authorize the Town Administrator to negotiate the final versions of these documents for approval by the Selectboard, and further to authorize the Town Administrator to sign and submit the application and disclosure forms required by the US Department of Agriculture Natural Resources Conservation Service.

Proposed Motion #2: For the MA Department of Fish and Game, Division of Ecological Restoration Grant Agreement:

To accept in concept the *Terms and Conditions of the Commonwealth of Massachusetts Standard Contract Form* and the draft *Scope of Work for the Herring River Restoration Project* proposed by Massachusetts Department of Fish and Game, Division of Ecological Restoration, for a grant to the Town of up to \$22,670,000 in financial assistance for implementation of the Herring River Restoration Project; and to authorize the Town Administrator to negotiate the final versions of these documents for approval by the Selectboard.

Attachments:

NRCS Grant

- U.S. Department of Agriculture Farm Production and Conservation General Terms and Conditions for Grants and Cooperative Agreements
- Draft Watershed Flood Prevention Statement of Work for the Herring River Salt Marsh Restoration Project
- Forms: SF-424, SF-424D, Certification Regarding Lobbying

MA DER Grant

- Terms and Conditions of the Commonwealth of Massachusetts Standard Contract Form
- Draft Scope of Work

Attachments on following pages:

NRCS Grant

- U.S. Department of Agriculture Farm Production and Conservation General Terms and Conditions for Grants and Cooperative Agreements
- Draft Watershed Flood Prevention Statement of Work for the Herring River Salt Marsh Restoration Project
- Forms: SF-424, SF-424D, Certification Regarding Lobbying

**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](mailto: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](mailto: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](mailto: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](mailto: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](mailto: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 as 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](mailto: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](mailto: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](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.

SCOPE OF WORK FOR NRCS AGREEMENT

SPONSOR: Town of Wellfleet

PROJECT: Herring River Salt Marsh Restoration 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", to restore approximately 890 acres of salt marsh in the Herring River watershed under the Watershed Flood Prevention Operations (WFPO) Program's Cape Cod Water Resources Restoration Project. The Herring River Salt Marsh restoration project will include construction of a 165' bridge, installation of culverts and water control structures, various mitigation measures on low properties and roads, and vegetation and marsh management on the floodplain.

OBJECTIVES

The objective is to restore tidal hydrology, habitat for aquatic organisms, and salt marsh vegetation to approximately 890 acres of salt marsh in the Herring River watershed by installing a properly sized bridge and water control structures. Associated objectives of the project are treating stormwater on adjacent roads to improve water quality and flood mitigation of adjacent low lying properties and roads.

BUDGET NARRATIVE

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

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

1. Total Estimated Project Budget: \$70,450,958

NOAA, US Fish & Wildlife Service, National Parks Service, and the MA Department of Ecological Restoration (DER) area providing additional funding for this project to complete the restoration. The MA DER will be providing the non-federal match for NRCS funding.

The budget for this agreement includes:

Technical Assistance (TA) Funds provided by NRCS:  
\$3,200,000 in Project Administration Costs

Financial Assistance (FA) Funds (75% NRCS-\$24,000,000, 25% Town-\$8,000,000):  
\$32,000,000 in Construction Costs



SCOPE OF WORK FOR NRCS AGREEMENT

SPONSOR: Town of Wellfleet

PROJECT: Herring River Salt Marsh Restoration Project

- a. Funding for the Chequessett Neck Road Bridge:
    - a. Estimated NRCS construction costs (FA): \$19,500,000
    - b. Estimated NRCS project administration costs (TA): \$2,600,000
  - b. Funding for elevating low lying roads, six culvert replacements and one Water Control Structure/culvert.
    - a. Estimated NRCS construction costs (FA): \$1,500,000
    - b. Estimated NRCS project administration costs (TA): \$200,000
  - c. Funding for Low Property Mitigation on 5 residential properties
    - a. Estimated NRCS construction cost (FA) \$150,000 for:
    - b. Work includes three new wells, one new residential parking lot, a tidal barrier, and utility relocation
    - c. Estimated NRCS project administration costs (TA): \$20,000
  - d. Funding for Fill Acquisition to elevate low lying areas within the watershed including a low lying commercial property within the Mill Creek Subbasin and all roads with an elevation below the new design high water elevation
    - a. NRCS cost to purchase fill material (FA) \$2,200,000
    - b. Estimated NRCS project administration Costs (TA) \$293,333
  - e. Funding for marsh restoration and vegetation management
    - a. Estimated NRCS construction cost (FA) = 650,000
    - b. Estimated NRCS project administration costs (TA) = \$86,667
2. NRCS pays up to 75 percent of eligible construction/material costs, not to exceed \$24,000,000 and up to \$3,200,000 for eligible design and project management costs. Sponsor pays at least 25 percent of construction costs (estimated to be \$8,000,000) 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.
  4. NRCS will provide FA up to the amount of **\$24,000,000**, not exceeding actual eligible costs, as reimbursement to the Sponsor for approved on-the-ground construction and material costs. The Sponsor 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 **\$3,200,000**, not exceeding actual costs, as reimbursement to the Sponsor for eligible administrative costs directly charged to the project. These costs include:
    - a. 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.

## SCOPE OF WORK FOR NRCS AGREEMENT

SPONSOR: Town of Wellfleet

PROJECT: Herring River Salt Marsh Restoration Project

6. Construction Costs are expenses incurred for labor, materials, equipment, and services associated with installing the proposed salt marsh restoration and 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.
7. NRCS funding for the fill acquisition for flood mitigation of the commercial property in the Mill Creek Subbasin is contingent on the Town obtaining funding from another federal agency and the MA DER to fully fund the mitigation work of this property prior to starting this mitigation work. If the Town is not able to obtain this additional funding, NRCS will remove the funding of the fill acquisition for the flood mitigation of the commercial property in the Mill Creek Subbasin from this agreement.
8. NRCS will only provide funding to purchase fill (material) to raise the elevation of the commercial property within the Mill Creek Subbasin to mitigate flooding. The Town will be responsible for completing the work to have the property elevated to meet the design requirements.

## RESPONSIBILITIES OF THE PARTIES

If inconsistencies arise between the language in this Statement of Work (SOW) and the General Terms and Conditions attached to the agreement, the language in this SOW takes precedence.

## SPONSOR RESPONSIBILITIES

1. Perform the work and produce the deliverables as outlined in this Statement of Work.
2. Comply with the applicable version of the General Terms and Conditions.
3. Secure all necessary land rights and permits for completion of each phase of the work prior to commencing construction. All costs associated with obtaining land rights and permits are the responsibility of the Sponsor. Form NRCS-ADS-78 must be completed and signed by the SLO and must be provided and must be supported by an attorney's opinion. Real property rights work maps will be provided by NRCS to the Sponsor.
4. The contracts for services and construction described in this Agreement shall not be awarded to the Sponsor or to any firm in which any Sponsor's official or any member of such official's immediate family has direct or indirect interest in the pecuniary profits or contracts of such firms. Reference 2 CFR § 200.318 regarding standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award, and administration of contracts.
5. Notify NRCS of environmental clearance, modification of construction plans, and any unresolved concerns and issues prior to award of any contracts for installation of the work for the project specified in this agreement. Modifications to the final approved design drawings or construction specifications must have NRCS concurrence.

SCOPE OF WORK FOR NRCS AGREEMENT

SPONSOR: Town of Wellfleet

PROJECT: Herring River Salt Marsh Restoration 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.
12. Obtain NRCS acceptance of the final design package for each funded project phase prepared by a Massachusetts licensed professional engineer prior to soliciting contractors to install the project. The design package for each funded project phase will include drawings, specifications, a quality assurance plan, an operation and maintenance plan, a bid schedule and an engineer's cost estimate at a minimum. The review of the submittals (drawings, specifications, etc.) by NRCS will be general only, and nothing contained in the NRCS acceptance shall relieve, diminish, or alter in any respect the responsibilities of the Sponsor or approving Licensed Professional Engineer in achieving the results and performance specified in this Agreement. The Sponsor and the Licensed Professional Engineer are responsible for the soundness and adequacy of the designs, drawings, specifications, and other services performed under this Agreement. Modifications to the final approved design drawings or construction specifications must have NRCS concurrence.
  - a. The design shall include an assessment of sea level rise to ensure the restored salt marsh will function as intended and meet the design objectives for a 50-year design life.
  - b. The operation and maintenance plan shall identify any individual components that may require replacement during the 50-year design life. Estimated replacement costs shall be included in the estimated annual operation and maintenance costs.
13. Ensure the design and construction of the project shall meet and conform to all applicable NRCS Conservation Practice Standards(CPS), including CPS MA 657, Wetland Restoration, CPS MA 659, Wetland Enhancement, CPS MA 396, Aquatic Organism Passage, and CPS MA 570, Stormwater Runoff Control, which requires a minimum two-foot separation between the bottom of the treatment measure and the high groundwater elevation, in addition to all applicable local and state requirements.

SCOPE OF WORK FOR NRCS AGREEMENT

SPONSOR: Town of Wellfleet

PROJECT: Herring River Salt Marsh Restoration Project

14. Be responsible for all ineligible project costs. Ineligible costs are costs not referenced in this agreement. The Sponsor is also responsible for all costs in excess of the federal cost-share in this agreement.
15. Provide all construction inspection and quality assurance services for the project while allowing NRCS to perform periodic progress checks.
16. Ensure that a written release from the contractor of all claims against the Sponsor arising by virtue of the contract, other than claims in stated amounts as may be specifically excepted by the contractor, be incorporated into the terms of the construction contract and said release is a condition for final payment to the contractor.
17. Coordinate with the owners of the commercial property within the Mill Creek Subbasin to utilize the fill material funded by NRCS and undertake the construction work required to raise the agreed to low lying areas on the property to the design elevations. Provide as-built documentation to NRCS that the low-lying areas have been mitigated against flooding to meet the project requirements.
18. Ensure the information in the System for Award Management (SAM) is current and accurate until the final financial report (SF 425) under this award or final payment is received, whichever is later.
19. Dispose of all claims resulting from the contract; secure prior written concurrence of the State Conservationist if NRCS funds are involved.
20. Take reasonable and necessary actions to dispose of all contractual and administrative issues arising out of the contract awarded under this agreement. This includes, but is not limited to disputes, claims, protests of award, source evaluation, and litigation that may result from the project. Such actions will be at the expense of the Sponsor, including any legal expenses. The Sponsor will advise, consult with, and obtain prior written concurrence of NRCS on any litigation matters in which NRCS could have a financial interest.
21. Sponsor must indemnify and hold NRCS harmless to the extent permitted by State law for any costs, damages, claims, liabilities, and judgments arising from past, present, and future acts or omissions of the Sponsor in connection with its acquisition and management of the Watershed Flood Prevention Operations Program pursuant to this project agreement. Further, the Sponsor agrees that NRCS will have no responsibility for acts and omissions of the Sponsor, its agents, successors, assigns, employees, contractors, or lessees in connection with the acquisition and management of the Watershed Flood Prevention Operations Program pursuant to this project agreement that result in violation of any laws and regulations that are now or that may in the future become applicable.
22. Be liable to the NRCS for damages sustained by the NRCS as a result of the contractor failing to complete the work within the specified time. The damages will be based upon the additional costs incurred by the NRCS resulting from the contractor not completing the work within the allowable performance period. These costs include but are not limited to personnel costs, travel, etc. The NRCS will have the right to withhold such amount out of any monies that may be then due or that may become due and payable to the Sponsor. This liability is not applicable to the extent that the contract performance time is extended by court judgment unless such judgment results from actions of the Sponsor not concurred in by NRCS.

## SCOPE OF WORK FOR NRCS AGREEMENT

SPONSOR: Town of Wellfleet

PROJECT: Herring River Salt Marsh Restoration Project

23. The Sponsor must secure at its own expense all Federal, State, and local permits and licenses necessary for completion of the work described in budget narrative as well as any necessary natural resource rights and provide copies of all permits and licenses obtained to NRCS.
24. Submit reports and payment requests to the 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](mailto:FPAC.BC.GAD@usda.gov) as outlined in the applicable version of the General Terms and Conditions. Reporting frequency is as follows:
25. 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.
26. 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.

## SCOPE OF WORK FOR NRCS AGREEMENT

SPONSOR: Town of Wellfleet

PROJECT: Herring River Salt Marsh Restoration Project

2. In the event of default of a construction contract awarded pursuant to this agreement, any additional funds properly allocable as construction costs required to ensure completion of the job are to be provided in the same ratio as construction funds are contributed by the parties under the terms of this agreement. Any excess costs including interest resulting from a judgment collected from the defaulting contractor, or his or her surety, will be prorated between the Sponsor and NRCS in the same ratio as construction funds are contributed under the terms of the agreement.
3. Additional funds, including interest properly allocable as construction costs as determined by NRCS, required as a result of decision of the sponsor contracting officer or a court judgment in favor of a claimant will be provided in the same ratio as construction funds are contributed under the terms of this agreement. NRCS will not be obligated to contribute funds under any agreement or commitment made by the Sponsor without prior concurrence of NRCS.
4. The State Conservationist may make adjustments in the estimated cost to NRCS for constructing the works of improvement. Such adjustments may increase or decrease the amount of estimated funds that are related to differences between such estimated cost and the amount of the awarded contract or to changes, differing site conditions, quantity variations, or other actions taken under the provisions of the contract.
5. NRCS, at its sole discretion, may refuse to cost share should the Sponsor, in administering the contract, elect to proceed without obtaining concurrences described in this agreement.

## EXPECTED ACCOMPLISHMENTS AND DELIVERABLES

1. Secure funding from another federal agency and the MA DER to fully fund the flood mitigation of the low-lying areas of the commercial property within the Mill Creek Subbasin prior to work starting.
2. Schedule and facilitate a pre-design meeting with the Massachusetts professional registered project engineer and representatives of the Sponsor and NRCS for each phase of work.
3. Prepare a design, construction specifications, and drawings for each phase of work in accordance with relevant engineering principles that comply with NRCS programmatic requirements; and/or install the designed construction. The Sponsor must ensure each description of the work described in this agreement is reviewed, concurred, and approved by NRCS. Sponsor must not move to the next project work described in this agreement until the prior work is concurred and approved by NRCS.
4. Develop a quality assurance plans (QAP) for each project phase and submit it for NRCS review and concurrence.
5. The sponsor must provide NRCS with documentation of the actual cost incurred for the services acquired.
6. The Sponsor must provide NRCS with a signed Operation and Maintenance Agreement and the O&M plan that it is based on prior to soliciting contractors to install the project. By signing the agreement, the Sponsor agrees to maintain the project as outlined in the Operation and Maintenance Plan for the 50-year lifespan of the project.

## SCOPE OF WORK FOR NRCS AGREEMENT

SPONSOR: Town of Wellfleet

PROJECT: Herring River Salt Marsh Restoration Project

7. Contract for services and construction, award and administer any contracts for the installation of the work for the project specified in this agreement in accordance with the Code of Federal Regulations (CFR), 2 CFR § 200.317 through 200.326, applicable state requirements, and the Sponsors' procurement regulations, as appropriate. See general terms and conditions attached to this agreement for a link to the CFR. In accordance with 2 CFR § 200.326 contracts must contain the applicable provisions described in Appendix II to Part 200. Davis-Bacon Act would not apply under this Federal program legislation.
8. Provide all construction inspection and quality assurance for the project but must allow NRCS to perform periodic progress checks.
9. Provide to NRCS, as a minimum, the following data to support the Sponsor's request for reimbursement for installing the project:
  - a. Copies of Design Report including data collected for design (surveys, geotechnical investigations, etc.), design computations, design assumptions, final AutoCAD drawing files, specifications, bid package, final payment documentation, construction inspection documents including pictures and videos and as-built plans and record drawings.
  - b. Certification from a Professional Engineer registered in the State of Massachusetts that all works meets construction standards and specifications. Sponsors will prepare as-built drawings, stamped by a MA licensed Professional Engineer (PE) certifying that the "To the best of my professional knowledge, judgment and belief, this practice is installed in accordance with the plans and specifications and meets NRCS standards."
10. Arrange for and conduct final inspection of completed work with NRCS and provide a certification statement to NRCS that the project was completed in accordance with contractual requirements and the terms of this agreement.
11. Provide copies of site maps to appropriate Federal and State agencies for environmental review. Notify NRCS of environmental clearance, modification of construction plans, or any unresolved concerns prior to award of the contracts for construction of the works of improvement.
12. Procure and install a Project Sign. Details for the sign will be provided by NRCS and it will be installed at a location on the project site agreed upon by NRCS and the Sponsor. Costs associated with procurement and installation of the project sign are eligible for reimbursement from NRCS.
13. Upon acceptance of the completed works by the NRCS, assume responsibility for operation and maintenance of the completed works in accordance with the Operation and Maintenance Agreement for 50 years.

## RESOURCES REQUIRED

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

SCOPE OF WORK FOR NRCS AGREEMENT

SPONSOR: Town of Wellfleet

PROJECT: Herring River Salt Marsh Restoration Project

MILESTONES

Sponsor and NRCS acceptance of final CNR Bridge Designs	August 2022
Announcement and solicitation of construction contracts for bridge	September 2022
Sponsor and NRCS acceptance of low roads, culverts and WCS	October 2022
Secure funding for low property mitigation	October 2022
Award construction contract for bridge	November 2022
Begin mitigation of low-lying properties	September 2023
Announcement and solicitation of construction contracts for roads	October 2023
Award construction contract for low roads and WCS	November 2023
Complete mitigation of low-lying properties	April 2024
Date of estimated completion of bridge construction	September 2024
Date of estimated completion of low roads and WCS	September 2024
Submission of As-built Documentation for low roads and WCS	November 2024
Submission of As-built Documentation for Bridge to NRCS	December 2024



Application for Federal Assistance SF-424

16. Congressional Districts Of:

\* a. Applicant MA-009

\* b. Program/Project NA-009

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

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:

\* a. Start Date: 07/25/2022

\* b. End Date: 12/30/2023

18. Estimated Funding (\$):

* a. Federal	27,200,000.00
* b. Applicant	8,000,000.00
* c. State	
* d. Local	
* e. Other	
* f. Program Income	
* g. TOTAL	35,200,000.00

\* 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:

**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 measures to restore tidal hydrology, habitat for aquatic organisms, and salt marsh vegetation to approximately 890 acres of salt marsh in the Herring River Watershed.

Attach supporting documents as specified in agency instructions.

[Add Attachments](#)

[Delete Attachments](#)

[View Attachments](#)

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): <input type="text"/> * Other (Specify): <input type="text"/>
* 3. Date Received: <input type="text"/>	4. Applicant Identifier: <input type="text"/>	
5a. Federal Entity Identifier: <input type="text"/>	5b. Federal Award Identifier: <input type="text"/>	
State Use Only:		
6. Date Received by State: <input type="text"/>	7. State Application Identifier: <input type="text"/>	
<b>8. APPLICANT INFORMATION:</b>		
* a. Legal Name: <input type="text" value="Town of Wellfleet"/>		
* b. Employer/Taxpayer Identification Number (EIN/TIN): <input type="text"/>	* c. UEI: <input type="text"/>	
<b>d. Address:</b>		
* Street1: <input type="text"/>	<input type="text"/>	
Street2: <input type="text"/>	<input type="text"/>	
* City: <input type="text"/>	<input type="text"/>	
County/Parish: <input type="text"/>	<input type="text"/>	
* State: <input type="text"/>	<input type="text"/>	
Province: <input type="text"/>	<input type="text"/>	
* Country: <input type="text" value="USA: UNITED STATES"/>	<input type="text"/>	
* Zip / Postal Code: <input type="text"/>	<input type="text"/>	
<b>e. Organizational Unit:</b>		
Department Name: <input type="text"/>	Division Name: <input type="text"/>	
<b>f. Name and contact information of person to be contacted on matters involving this application:</b>		
Prefix: <input type="text"/>	* First Name: <input type="text"/>	
Middle Name: <input type="text"/>	<input type="text"/>	
* Last Name: <input type="text"/>	<input type="text"/>	
Suffix: <input type="text"/>	<input type="text"/>	
Title: <input type="text"/>		
Organizational Affiliation: <input type="text"/>		
* Telephone Number: <input type="text"/>	Fax Number: <input type="text"/>	
* Email: <input type="text"/>		

- Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
- Will provide and maintain competent and adequate engineering supervision at the construction site to

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



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

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### **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.

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Organization Name

PR/Award Number or Project Name

---

Name and Title of Authorized Representative

---

Signature

Date

Attachments on following pages:

MA DER Grant

- Terms and Conditions of the Commonwealth of Massachusetts Standard Contract Form
- Draft Scope of Work

# 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>.

<b>CONTRACTOR LEGAL NAME:</b> (and d/b/a):		<b>COMMONWEALTH DEPARTMENT NAME:</b> MMARS Department Code:	
<b>Legal Address: (W-9, W-4):</b>		<b>Business Mailing Address:</b>	
<b>Contract Manager:</b>	<b>Phone:</b>	<b>Billing Address (if different):</b>	
<b>E-Mail:</b>	<b>Fax:</b>	<b>Contract Manager:</b>	<b>Phone:</b>
<b>Contractor Vendor Code: VC</b>		<b>E-Mail:</b>	<b>Fax:</b>
<b>Vendor Code Address ID (e.g. "AD001"): AD ____</b> (Note: The Address ID must be set up for EFT payments.)		<b>MMARS Doc ID(s):</b>	
		<b>RFR/Procurement or Other ID Number:</b>	
<b>___ NEW CONTRACT</b>		<b>___ CONTRACT AMENDMENT</b>	
<b>PROCUREMENT OR EXCEPTION TYPE: (Check one option only)</b> ___ <b>Statewide Contract</b> (OSD or an OSD-designated Department) ___ <b>Collective Purchase</b> (Attach OSD approval, scope, budget) ___ <b>Department Procurement</b> (includes all Grants - <a href="#">815 CMR 2.00</a> ) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) ___ <b>Emergency Contract</b> (Attach justification for emergency, scope, budget) ___ <b>Contract Employee</b> (Attach Employment Status Form, scope, budget) ___ <b>Other Procurement Exception</b> (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		Enter <b>Current Contract End Date</b> <i>Prior</i> to Amendment: ____, 20 ____. Enter <b>Amendment Amount:</b> \$ _____. (or "no change") <b>AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.)</b> ___ <b>Amendment to Date, Scope or Budget</b> (Attach updated scope and budget) ___ <b>Interim Contract</b> (Attach justification for Interim Contract and updated scope/budget) ___ <b>Contract Employee</b> (Attach any updates to scope or budget) ___ <b>Other Procurement Exception</b> (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): ___ <a href="#">Commonwealth Terms and Conditions</a> ___ <a href="#">Commonwealth Terms and Conditions For Human and Social Services</a> ___ <a href="#">Commonwealth IT Terms and Conditions</a>			
<b>COMPENSATION:</b> (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 <a href="#">815 CMR 9.00</a> . ___ <b>Rate Contract.</b> (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) ___ <b>Maximum Obligation Contract.</b> Enter total maximum obligation for total duration of this contract (or <i>new</i> total if Contract is being amended). \$ _____.			
<b>PROMPT PAYMENT DISCOUNTS (PPD):</b> Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting <b>accelerated</b> 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: ___agree to standard 45 day cycle ___ statutory/legal or Ready Payments ( <a href="#">M.G.L. c. 29, § 23A</a> ); ___ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
<b>BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT:</b> (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.)			
<b>ANTICIPATED START DATE:</b> (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: ___ 1. may be incurred as of the Effective Date (latest signature date below) and <b>no</b> obligations have been incurred <b>prior</b> to the Effective Date. ___ 2. may be incurred as of ____, 20 ____, a date <b>LATER</b> than the Effective Date below and <b>no</b> obligations have been incurred <b>prior</b> to the Effective Date. ___ 3. were incurred as of ____, 20 ____, a date <b>PRIOR</b> 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.			
<b>CONTRACT END DATE:</b> Contract performance shall terminate as of ____, 20 ____, 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.			
<b>CERTIFICATIONS:</b> Notwithstanding verbal or other representations by the parties, the " <b>Effective Date</b> " 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 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 <a href="#">801 CMR 21.07</a> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
<b>AUTHORIZING SIGNATURE FOR THE CONTRACTOR:</b>		<b>AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:</b>	
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

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**DRAFT NOT FOR EXECUTION 7-11-2022**  
**The Town of Wellfleet, Massachusetts**  
**Herring River Estuary Restoration Project**  
**Wellfleet and Truro, Massachusetts**

## **I. PROJECT INFORMATION AND APPROACH**

### **Statement of Qualifications**

The Town of Wellfleet (Grantee) is a co-proponent of the Herring River Restoration Project (Project) along with the National Park Service – Cape Cod National Seashore. The Town owns most of the land and infrastructure where construction is needed to achieve tidal restoration, including the main tidal control infrastructure at the Chequessett Neck Road bridge. Likewise, most of the public and private property on which flood impact mitigation must occur is also located in the Town of Wellfleet. Town officials are responsible for making Project implementation decisions, together with officials from the Cape Cod National Seashore, through the Herring River Executive Council which is the body established by the Town and Seashore to oversee Project implementation. The Town will administer funding from multiple state and federal grant awards to construct and implement this Project.

### **Project Purpose**

The Herring River Restoration Project is the largest tidal estuary restoration ever undertaken in Massachusetts and the North Atlantic coast of the United States. The Project will restore tidal exchange to up to 890 acres of degraded salt marsh and estuarine habitats. It will also improve diadromous fish access to hundreds of acres of spawning ponds and restore a significant area of shellfish habitat. Numerous local, state, federal, NGO, and academic partners have collaborated to develop the Project over the past two decades and prepare it for construction.

Tidal restoration will be achieved primarily through the replacement of the Chequessett Neck Road dike with a new bridge and tidal control structures at the mouth of the Herring River. Associated restoration work will include elevation of low roads in the estuary floodplain above design water elevations, installation of culverts and water control structures, vegetation and marsh plain management, and mitigation measures on public and private lands to protect the built environment from flood impacts.

### **Background**

In 2005, the Town of Wellfleet and the National Park Service Cape Cod National Seashore entered into a Memorandum of Understanding to implement the Herring River Restoration Project to re-establish tidal exchange to the Herring River estuary and thereby remediate degraded conditions and restore native wetland habitats. The project represents an unmatched opportunity to restore the environment of Cape



# DRAFT

## Attachment A

Cod and revive the ecological and economic benefits provided by a healthy coastal river and tidal wetland system.

The Herring River system is one of the largest tidally restricted estuaries in the Northeast. The estuary encompasses a coastal floodplain exceeding 1,000 acres and more than 6 miles of waterways. Historically, the river supported a vibrant tidal ecosystem and one of the largest nurseries for commercial and recreational fish and shellfish on Cape Cod. In 1909, construction of a 900-foot earthen dike across the mouth of the Herring River blocked tidal flow and caused large-scale environmental degradation. The Town of Wellfleet and the National Park Service plan to restore natural tidal wetland habitats to large portions of the Herring River estuary in and adjacent to the Cape Cod National Seashore by re-establishing tidal exchange to the river and its connected sub-basins.

Due to more than a century of tidal restriction, only about 10 acres out of the original 1,000+ acres of salt marsh remain. The Herring River Restoration Project represents a unique opportunity to restore a significant native tidal marsh system and the many ecological, social, and economic benefits a healthy estuary provides to surrounding communities and the region. Public benefits include, but are not limited to, the following:

- Reconnecting the Herring River estuary to Cape Cod Bay and the Gulf of Maine to recover the estuary's functions as: (1) a nursery for marine organisms, and (2) a source of organic matter for export to near-shore waters.
- Restoring the natural coastal food web to support numerous fish and bird species and other wildlife that depend on healthy coastal marsh habitats and processes for their migration and survival.
- Reopening waterways and restoring habitat to improve migration and spawning for a variety of fish species including River Herring, American Eel, Striped Bass, and Winter Flounder.
- Improving water quality with the goal of delisting the river from the Massachusetts 303(d) List of Impaired Waters.
- Protecting and enhancing 200 acres of harvestable shellfish resources both within the estuary and in receiving waters of Wellfleet Harbor. Re-opening and expanding shellfish beds will benefit the local economy; in 2018 the shellfish harvest in Wellfleet was valued at \$7.2 million. Shellfish habitat restoration will also help to sustain local shell fishing jobs, which are estimated to number 400-450.
- Enhancing coastal resiliency by restoring natural sediment deposition needed to allow the marsh to gain elevation and mitigate impacts of sea level rise, and by constructing state-of-the-art tidal control infrastructure to protect low-lying roads and other structures.
- Re-establishing the estuarine gradient of native salt, brackish, and freshwater marsh habitats in place of the invasive non-native and upland plants that have colonized most parts of the degraded floodplain.
- Enhancing opportunities for canoeing, kayaking, and wildlife viewing over a diversity of restored wetland and open-water habitats including 6 miles of waterways for recreation and tourism. Tourism accounts for nearly \$11 million annually to the local community and supports jobs.
- Generating approximately \$624 million in local and regional economic benefits over the life of the project based on economic studies of other coastal restoration projects.
- Combating climate change by returning lost carbon storage volume and reducing methane emissions from deteriorated salt marsh. A preliminary estimate indicates that, since the CNR dike was built in 1909, the Herring River has emitted 730,000 metric tons of CO<sub>2</sub> equivalents, comparable to emissions from 155,000 US autos operating for one year.

# DRAFT

## Attachment A

- Re-establishing the natural control of nuisance mosquitoes by restoring tidal range and flushing to reduce freshwater mosquito habitat, and by increasing access for fish that prey on mosquito larvae. Restoration of tides and salty water will replace much of the existing degraded habitat that is conducive to virus-bearing freshwater mosquitoes with healthy salt marshes throughout much of the estuary.

The Final Environmental Impact Statement/Report for the project was published in June 2016 and a Record of Decision was issued in September 2016. The Secretary's Certificate on the Final Environmental Impact Report was issued on July 15, 2016. In June 2020, the Cape Cod Commission approved Phase 1 of the Herring River Restoration Project to restore tidal flow to approximately 570 acres. In state fiscal years 2021-22, project partners finalized permit-level engineering designs for infrastructure elements and completed associated regulatory compliance documents.

Permit applications were submitted to the MA Department of Environmental Protection for Section 401 Water Quality Certification and Chapter 91 licensing, the U.S. Army Corps of Engineers under Section 404 of the Federal Clean Water Act, and the Towns of Wellfleet and Truro Conservation Commissions for Wetlands Protection Act and municipal wetlands bylaws. The S. 401 and S. 404 permits for Phase 1 were issued in FY22, along with draft Ch. 91 approvals. In Spring 2022, the Wellfleet and Truro Conservation Commissions issued Orders of Conditions for Phase 1 under the state Wetlands Protection Act and municipal bylaws.

Final infrastructure design plans have been completed and bid requests for the first phase of construction will be issued in the summer of 2022. Construction is planned to commence in late 2022 or early 2023. The construction and initial implementation period for Phase 1 of the Project is anticipated to last 5-8 years.

### **Funding**

Funding for this Grant is being made available through:

- DER Capital Plan item EO63; appropriation 2300-7022: \$2,670,000
- ARPA 1.0 funds; appropriation 1599-2031: \$20,000,000

This project was selected through a state-wide competitive bid process as a Priority Project in 2004 through RFR ENV 04 CZM 04 by the MA Office of Coastal Zone Management. The Project was adopted into the DER Priority Projects Program after creation of the Division of Ecological Restoration (DER) in 2009 through the merger of the DFG Riverways Program and CZM Wetlands Restoration Program. Due to the original procurement's age and posting on the discontinued Comm-PASS procurement system, the Comptroller's Office advised issuance of a Notice of Intent for this grant on COMMBUYS. A Notice of Intent to award a Best Value Grant was posted on COMMBUYS 7/7/2022, Bid Solicitation: BD-23-1046-DER-FWE01-77272.

## **II. SCOPE OF WORK**

### **Task 1: Owner's Project Representation**

The Grantee will subcontract the services of qualified consultant(s) to serve as the Owner's Project Representative (OPR). The OPR will be responsible for on-site construction administration,

# DRAFT

## Attachment A

management, and oversight for Phase 1 construction of the Project. Work performed by the OPR on behalf of the Grantee may include but not be limited to:

- Provide work start notifications and permitting reports to regulatory agencies as required.
- Attend and manage pre-construction and construction meeting(s).
- Review and approve materials and methods and submittals proposed by the approved Construction Contractor (see Task 2).
- Review, make recommendations, and approve Construction Contractor invoices, and change order requests.
- Provide on-site observation of project implementation for conformance with design plans and specifications, permits, and contract documents.
- Document construction progress through records and photographs.
- Develop Substantial Completion and Final Acceptance punch lists.
- Make recommendations of Substantial Completion and Final Acceptance (Statement of Project Completion) to the Grantee.
- Make recommendations to the Grantee for contractor payment.
- Perform post-construction surveys and develop as-built plans.
- Provide work completion notifications and submittals as required by all project permits.

This task will be co-funded by federal agency grant awards under separate grant agreements between federal agency funders and the Town of Wellfleet.

### **Task 2: Phase 1 Construction and Implementation**

The Grantee will construct and implement Phase 1 of the Project as described in the final design plans and technical specifications and any revised and approved plans, including any addenda issued, as well as in accordance with Project permits. Project construction elements shall include but not be limited to:

- Construction of the Chequessett Neck Road Bridge and water control structures.
- Removal of the High Toss Road causeway.
- Elevation of low-lying road segments and installation of culverts.
- Construction of the Pole Dike Road Water Control Structure.
- Implementation of low-lying property flood mitigation measures.
- Acquisition of fill necessary to elevate low-lying roads and areas of the built environment existing below the Project design high-water elevations.
- Production of Project element designs, surveys, and shop drawings for permanent and temporary structures and appurtenances.
- Handling of utilities including the temporary and/or permanent installation or relocation of public and private utilities (water, sewer, electric, lighting, telecommunications, natural gas, and others as identified).
- Inspections for, and all work necessary to achieve compliance with, all permit and regulatory requirements, conditions, and orders, including but not limited to:
  - Permit fees and recordings.
  - Rare and endangered species monitoring, protections, and inspections.
  - Time of Year Restrictions compliance and inspections.
  - Cultural and historic resources protections and inspections.
  - Water control.
  - Sediment control, erosion management, and water quality and monitoring inspections.

# DRAFT

## Attachment A

- Vegetation management, marsh plain management, and adaptive management activities.
- Infrastructure operations and maintenance activities.

This task will be co-funded by federal agency grant awards under separate grant agreements between federal agency funders and the Town of Wellfleet.

### **Deliverables:**

The Grantee shall submit deliverables as applicable at least quarterly, with the exception of semi-annual progress reports, according to work accomplished per the Tasks outlined in Section II Scope of Work.

- Copies of all scopes of work, contracts, and any subawards for work occurring under this grant.
- All draft and final deliverables prepared under subcontracts and any subawards, including agendas, meeting minutes, data sheets, drawings, design plans, project schedules, reports, or agreements.
- Construction site inspection reports, materials inspections reports, and/or shop drawing approvals.
- Site inspection and progress monitoring photographs, as determined by the OPR's final contract under Task 1.
- Semi-annual progress reports to formally update DER and the Project Team on project progress, milestones achieved, delays encountered, and updates to the project schedule, due January 30<sup>th</sup> for the preceding July 1-December 30 period and July 30 for the preceding January 1 – June 30<sup>th</sup> period.
- Invoices with supporting materials from all subcontractors and any subaward recipients engaged using these funds.
- Final As-built Survey Plans and final inspection reports for all project elements funded under Task 2.

All deliverables shall be provided in editable draft and final formats including (but not limited to) raw data files, models, AutoCAD files, Word documents, PDFs, etc., at DER's discretion. Final deliverable requirements will be determined in consultation with the DER Representative.

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

### **III. REPORTING**

Requests for Reimbursement must be submitted at minimum once per quarter and no more frequently than monthly. The following reporting materials shall be submitted along with Requests for Reimbursement as specified in Section V. below:

- a brief description of progress to date for each task, including for any subcontracts or subawards executed and deliverables submitted as specified in this grant contract.
- an updated budget accounting of funding awarded under this grant showing amounts budgeted, invoiced, reimbursed, and remaining balance for each task, and for the total grant amount; and
- copies of any contractor or subaward invoices, receipts, and/or other documentation associated with the current Request for Reimbursement.

### **IV. DESIGNATED REPRESENTATIVES**

# DRAFT

## Attachment A

Town of Wellfleet  
 Richard Waldo, Town Administrator  
 300 Main Street  
 Wellfleet, MA 02667  
 (508) 349-0300  
[richard.waldo@wellfleet-ma.gov](mailto:richard.waldo@wellfleet-ma.gov)

DER Representative  
 Georgeann Keer, Wetlands Practice Lead  
 Division of Ecological Restoration  
 251 Causeway St., Suite 400  
 Boston, MA 02114  
 617-626-1246  
[georgeann.keer@mass.gov](mailto:georgeann.keer@mass.gov)

DER Fiscal Team  
 Division of Ecological Restoration  
 251 Causeway St., Suite 400  
 Boston, MA 02114  
[DERinvoicing@mass.gov](mailto:DERinvoicing@mass.gov)

### V. BUDGET, PAYMENT, AND CONTRACT MODIFICATION

The Grantee shall submit Requests for Reimbursement to DER using DER’s Reimbursement Form. Requests must be submitted electronically. Requests for Reimbursement should be submitted at minimum once per quarter and no more frequently than monthly. The date that a complete Request for Reimbursement and associated deliverables are received electronically by DER is considered the submission date. DER defines a complete Request for Reimbursement as one that includes all required documentation of expenses, including receipts, invoices, and photographic or other backup for charges shown. Mileage charges associated with travel costs will not exceed the current IRS mileage reimbursement rate.

**Project costs are based on the scope of work presented herein, and by tasks in Table 1, with a not-to-exceed total of \$22,670,000. Payment shall be made on a reimbursement basis.**

**Table 1: Scope of Work Budget**

Task	Schedule	Budget
1. Owner’s Project Representation	FY2023 through FY 2027	\$500,000
2. Phase 1 Construction and Implementation	FY2023 through FY2027	\$22,170,000
	<b>Total:</b>	<b>\$22,670,000</b>

Any proposed modifications to this Scope of Work must be submitted in writing and approved by DER. Any tasks or activities undertaken by the Grantee that are not contained in this Scope of Work, addenda, or are not otherwise approved in writing by DER prior to performance will not be eligible for reimbursement.

# DRAFT

## Attachment A

The Grantee is required to submit any Scope of Work or Budget change requests in writing to DER's designated representative and DER's fiscal team. DER will reply in writing to either allow or disallow said request. The Grantee is required to request changes via the following steps:

1. Submit a request via email to reallocate a portion of budgeted expenses
2. Provide specific amounts for which predetermined budgeted expenses will change
3. Include changes to tasks and/or deliverables tied to these expenses
4. Provide a justification that explains why the changes are necessary and how they will allow the grantee to effectively advance and complete the scope of work

## 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. The period of performance for this contract and scope of work will extend through the Commonwealth Fiscal Year 2027 with one three-year option to extend through Fiscal Year 2030, at DER's discretion. Absent an extension of this Contract and the period of performance (at DER's option), all work must be completed by June 30, 2027, and all final invoices must be received by July 31, 2027.

## VII. SPECIAL PROVISIONS

Subcontracts and subawards proposed to be funded under this Contract must be submitted for review by the designated DER Representative prior to execution. The Grantee shall provide a minimum of 10 working days for DER review and feedback.

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



SELECTBOARD  
AGENDA ACTION REQUEST

**VI.B**

*STM Venue*

<b>REQUESTED BY:</b>	<b>Town Moderator Daniel Silverman</b>
<b>DESIRED ACTION:</b>	
<b>PROPOSED MOTION:</b>	I move to hold Wellfleet's Fall Special Town Meeting at the Wellfleet Elementary School.
<b>SUMMARY (Optional)</b>	
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____



SELECTBOARD  
AGENDA ACTION REQUEST



*STM Warrant*

<b>REQUESTED BY:</b>	Town Administrator Richard Waldo
<b>DESIRED ACTION:</b>	
<b>PROPOSED MOTION:</b>	
<b>SUMMARY (Optional)</b>	
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____





**SPECIAL 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 12, 2022**

**Draft No. 21**

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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 10<sup>th</sup> 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	\$??,000	Free Cash
e. Keller's Corner Revetment Project	\$ <del>9075</del> ,000.00	<del>\$75,000.00</del> Free Cash
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.

**Commented [RW1]:** Is this still a good number.?

**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 \$???.00, 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 \$???.00 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 cellular 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)~~; Town of Wellfleet, 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 – TOWN BYLAW AMENDMENT FOR WILDLIFE PROTECTION - FEEDING:**

To see if the town will vote to adopt the following as a general bylaw and insert it into the Town General Bylaws, as follows:

**Section 1. Feeding of songbirds and other backyard birds permitted on private property.**

The feeding of songbirds and other backyard birds shall be permitted on private property subject to the condition that birds shall only be fed from bird feeders.

**Section 2. Wildlife Protection Bylaw: OR FEEDING OF WILDLIFE**

Feeding of wild animals and/or wildlife prohibited.

A. No person shall feed, bait, or in any manner provide access to food to any wild animal and/or wildlife within Town of Wellfleet on lands either publicly or privately owned., except as permitted by Article XVII § 1.

B. No person shall fail to take remedial action to avoid contact or conflict with wild animals, which may include the securing or removal of outdoor food sources or attractant after being advised by the Town to undertake such remedial action. Further, after an initial contact or conflict with a wild animal, no person shall continue to provide, or otherwise fail to secure or remove, any likely food sources or attractants.

C. The prohibitions of this section shall not apply to naturally growing shrubs, live crops, plants, flowers, vegetation, gardens, or trees.

**Section 3. Enforcement**

A. The Animal Control Officer and/or Park Rangers shall enforce the provisions of this article.

B. Violations of this article shall be enforceable under the noncriminal disposition procedures established by M.G.L. c. 40, § 21d. The noncriminal disposition

penalties for any person violating this article shall be a written warning for the first violation; \$25 for the second violation; \$100 for the third violation; and \$300 for each subsequent violation. Each day of violation shall constitute a separate offense.

(Requested by the Selectboard)

(Two-thirds vote required)

Recommendations:

Selectboard

Finance Committee

SUMMARY:

**ARTICLE NO. 19 – ZONING BYLAW AMENDMENT, COTTAGE COLONY HOUSEKEEPING**

**[Language needs to be inserted]**

**(Submitted by the Selectboard)**

**(Two-thirds vote  
required)**

**Recommendations:**

**Selectboard**

**Finance Committee**

**SUMMARY:**

**ARTICLE NO. 20 – ZONING BYLAW 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**

**Commented [RW2]:** Is this necessary or reduntant to next article.?

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.]

	<u>CD</u>	<u>R1</u>	<u>R2</u>	<u>NSP</u>	<u>C</u>	<u>C2</u>
<u>Cottage Colony</u>	<u>O</u>	<u>A</u>	<u>A</u>	<u>O</u>	<u>A</u>	<u>A</u>
<u>Cottage Colony NSP</u>	<u>O</u>	<u>O</u>	<u>O</u>	<u>O</u>	<u>O</u>	<u>O</u>

**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.

(Requested by the Selectboard)

(Two-thirds vote required)

**Recommendations:**

**Selectboard:**

Insert 0-0-0

Recommend 0-0-0

**Finance Committee –**

**SUMMARY:**

**ARTICLE NO. 21 - ZONING BYAW AMENDMENT, AFFORDABLE DWELING DEVELOPMENT**

To see if the Town will amend the Wellfleet Zoning By-Laws by Amending 6.28 Provisions to Encourage the Development of Affordable Dwellings in Wellfleet, and to amend the Table of Contents and Sections 2.1, 5.3 as follows:

**TABLE OF CONTENTS**

["6.28 Provisions To Encourage the Development of Affordable Dwelling in Wellfleet" is hereby amended to read "6.268 Affordable Dwelling Development"]

**2.1 DEFINITIONS**

**[Is hereby amended with the following definitions inserted between Adult Video Store and Alteration]**

Affordable Dwelling Development - A tract of land of fifty thousand square feet (50,000 sf) or more containing units of residential housing, of which at least twenty-five percent (25%) are encumbered by affordable dwelling deed restrictions.



Dwelling, Affordable - A dwelling unit which is subject to an affordable dwelling restriction.

**[Is hereby amended with the following definition inserted between Sign, Area of and Solar Photovoltaic Array**

**Special Permit Granting Authority (SPGA) – The Zoning Board of Appeals except for where the Planning Board is expressly designated as the SPGA.**

**5.3. Use Regulations**

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 Special Permit Granting Authority 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.

**Table 5.3.1 is amended as follows: Insert " Affordable Dwelling Development " and " Dwelling, Affordable" before "Bed and Breakfast"**

**["P" is a permitted use. "A" is a use authorized under special permits.]**

	<u>CD</u>	<u>R1</u>	<u>R2</u>	<u>NSP</u>	<u>C</u>	<u>C2</u>
<u>Affordable Dwelling Development</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>
<u>Dwelling, Affordable</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>

**6.26 Affordable Dwelling Developments (Added 4/26/2011)**

**6.26.1 Purpose**

The purpose of this by-law is to further the goal of encouraging various lot sizes and housing types for persons of various income levels in accordance with

Massachusetts General Laws, Chapter 40A, Section 9 which allows municipalities to adopt "incentive" ordinances for the creation of affordable year round dwellings, and for the purpose of helping people who, because of rising land prices, have been unable to obtain suitable housing at an affordable price and maintaining a stable economy by preventing out-migration of residents who provide essential services.

#### 6.26.2 Authority

The Planning Board is hereby designated the special permit granting authority for all Affordable Dwelling Development applications under this by-law, and shall have the power to hear and decide applications for special permits and to adopt regulations for carrying out its duties under this by-law.

For the purpose of promoting the development of affordable dwellings in Wellfleet, the Planning Board may by special permit allow the creation of Affordable Dwellings in residential and commercial zoning districts consistent with Section 5.3.1 of the Zoning By-laws. All Affordable Dwellings created shall be for the primary and sole domicile of the eligible tenant or owner for year-round occupancy.

#### 6.26.3 Special Permit Requirements for Affordable Dwellings

A. The Planning Board shall have the discretion to reduce the off-street parking requirements otherwise applicable under Section 3.1.3.2 where:

(1) the number of units to be restricted under Section 6.26 equals or exceeds twenty-five percent (25%) of the total units, and;

(2) the applicant demonstrates that the proposed parking is sufficient to address the parking needs of the Affordable Dwelling and/or Affordable Dwelling Development.

B. The second unit created, and at a minimum, every fourth unit created there-after shall be deed restricted as permanently affordable units, per the applicable standards in Section 6.26.7 below.

C. An Affordable Dwelling Unit must have the following minimum areas:

- studio two hundred fifty (250) square feet
- one bedroom units seven hundred (700) square feet
- two bedroom units nine hundred (900) square feet

• three bedroom units one thousand two hundred (1,200) square feet

• four bedroom units one thousand four hundred (1,400) square feet

D. The Affordable Dwelling Development must conform to all other requirements of the Zoning By-law. In the event that a provision of Section 6.28 conflicts with another provision of the By-law, the provisions of Section 6.28 shall control.

#### 6.26.4 Standards and Criteria

In reviewing applications under this by-law, the Planning Board shall apply the following standards and criteria:

A. At least twenty-five percent (25%) of all dwelling units created under this by-law shall be restricted as provided for under 6.26.7;

B. At least twenty-five percent (25%) of the total number of bedrooms within any Affordable Dwelling Development shall be within said restricted dwelling units;

C. The applicant has conformed to the standards and criteria of this by-law and will deliver the needed Affordable Dwelling Units;

D. The proposed development is suitable for the proposed location, with proportions, orientation, materials, landscaping and other features that provide a stable and desirable character complementary and integral with the site's natural features;

E. The development, density increase or relaxation of zoning standards has no material, detrimental effect on the character of the neighborhood or Town and is consistent with the performance standards in Section 8.4.2 of the Wellfleet Zoning By-laws.

#### 6.26.5 Area, Setback and Frontage Requirements for Affordable Dwelling Units and Developments

A. The Planning Board shall have discretion to reduce or suspend the minimum area and frontage requirements otherwise applicable under Section 5.4.1 of the Wellfleet Zoning By-laws for an Affordable Dwelling Development, provided however that there must be at least 10,000 square feet of lot area for each bedroom created in an Affordable Dwelling Development.

B. Where an applicant proposes to divide the tract of land that is the locus of a proposed Affordable Dwelling Development, the minimum lot size shall be twenty

thousand (20,000) square feet for each affordable unit. All other units included in the development shall comply with lot area requirements in Section 5.4.1 of this Zoning By-law.

C. The Planning Board may, in its sole discretion, reduce the front, side or rear yard setback requirements of Section 5.4.2, provided however, that said setbacks shall be no less than ten (10) feet.

D. In the case of a subdivided lot, the Planning Board shall have discretion to reduce or suspend the minimum road width for access and frontage may be created through the establishment of a common driveway deemed to provide safe and adequate access.

E. The Planning Board shall have the discretion to permit a density of less than 10,000 square feet for each bedroom if the applicant can demonstrate to the satisfaction of the Planning Board and the Board of Health that the sewage disposal system servicing the development will result in nitrogen loading of less than ten (10) parts per million.

6.26.6 .7 Affordable Dwelling Restrictions in Affordable Developments [This whole section needs to rewritten]

As a condition to any special permit issued under Section 6.28, the applicant shall be required to execute an affordable dwelling restriction (“Restriction”) in a form acceptable

to the Planning Board. All restrictions shall be for perpetuity or the longest period allowed by law. The special permit shall not be exercised until the applicant records the Restriction in the Registry of Deeds.

A. The Restriction shall provide that units made available for ownership shall be made available to households earning at or below eighty percent (80%) of the Barnstable County median income (BCMI), adjusted for household size.

The initial sales price of such units shall be calculated on the basis of what a household at seventy percent (70%) of the BCMI could afford to pay (assume a household size of one more than the number of bedrooms in the unit). In determining this amount:

1) no more than thirty percent (30%) of the household’s gross income may be allocated to housing costs (mortgage principal and interest, real estate taxes, house

and private mortgage insurance, and any homeowners' association or condominium fees);

2) current interest rates offered for thirty (30) year, no point fixed rate loans with down payments of 5% of total cost shall be applied; and

3) current real estate taxes for the Town of Wellfleet shall be used.

B. Any lot containing an Affordable Dwelling shall be subject to a recorded restriction that shall restrict the lot owner's ability to convey interest in the Affordable Dwelling except leasehold estates for the term of the restriction or sale to an income qualified individual or family in accordance with Section 6.28.7 below.

C. It shall be a condition upon every special permit issued under this by-law that the applicant shall comply with any Massachusetts Department of Housing and Community Development ("DHCD") regulations under Chapter 40B of the Massachusetts General Laws and guidelines for qualification of the dwelling units created under this By-law towards the Town's subsidized housing inventory, including but not limited to the form of the affordable dwelling restriction and regulations concerning tenant selection and marketing, unit design standards, and income eligibility standards and maximum rent or sale price.

D. In the event that a dwelling unit subject to a restriction created under this By-law becomes vacant, the owner shall give written notice to the Wellfleet Housing Authority. It is the intent of this by-law that a local preference shall be used in filling vacancies to the extent permitted by DHCD regulations and guidelines and state or federal laws.

E. An Affordable Dwelling available for rental shall be rented to households earning at or below eighty percent (80%) of the Barnstable County median income (BCMI), adjusted for household size. Maximum rents for studio, one-bedroom, two-bedroom, etc., units respectively, shall be in accordance with current Housing and Urban Development (HUD) published Fair Market Rental Guidelines for Barnstable County.

All occupants of the affordable dwelling shall upon initial application and annually thereafter submit to the Town or its agent necessary documentation to confirm their eligibility for the dwelling unit.

Property owners are required to submit to the Town or its agent information on the rents to be charged along with a lease for a one year period. Each year thereafter they shall submit information to the Town or its agent on annual rents charged along with a one year lease.

F. This section shall not prevent a lot owner from building an affordable dwelling that meets the requirements of this by-law and from transferring such dwelling and lot to an income eligible immediate family member (sibling, parent or child) by gift or inheritance, provided that the restriction required by Section 6.28.7 is properly recorded prior to issuance of a building permit.

G. Penalty – Failure to comply with any provision of this section may result in fines established in Section 8.3 of the Wellfleet Zoning By-laws. Any profits or proceeds from leasing, rental or sale which has not received prior consent from the Wellfleet Housing Authority, shall be paid to the Wellfleet Affordable Housing Trust Fund.

**SUMMARY:**

These amendments resolve an inconsistency in our zoning bylaws where the Planning Board has previously reserved their rights as a Special Permit Granting Authority. The definitions previously contained in PROVISIONS TO ENCOURAGE THE DEVELOPMENT OF AFFORDABLE DWELLINGS IN WELLFLEET are moved to section 2.1 Definitions. The Use Table (Section 5.2) is updated to reflect the pre-existing bylaw. The minimum lot size is not required in the definition as it separately controlled by 6.26.7 B. The amendments renumber the current section 6.28 to 6.26 and updates to numbering within the bylaw reflect that the definitions have been moved to section 2.1. Wellfleet does not currently have a section 6.26 or 6.27 in our Zoning Bylaws.

(Requested by the Selectboard)

**(Two-thirds vote required)**

**Recommendations:**

**Selectboard:**

Insert 0-0-0

Recommend 0-0-0

**Finance Committee –**

**SUMMARY:**

## **ARTICLE 22 - 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 uninterrupted 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:

<b>5.4.1 Minimum Lot Requirements</b>	<b>CD</b>	<b>R1</b>	<b>R2</b>	<b>NSP</b>	<b>C</b>	<b>C2</b>
Area (Square Feet)	20,000	30,000	40,000	3 Acres	40,000	30,000
Frontage (Feet)	125	135	135 <sup>17</sup>	200	200	135

<b>5.4.2 Minimum Yard Requirements</b>	<b>CD</b>	<b>R1</b>	<b>R2</b>	<b>NSP</b>	<b>C</b>	<b>C2</b>	<b>MSO</b>
Front (Feet)	25	30	30 <sup>18</sup>	50	100 <sup>19</sup>	50 <sup>20,21</sup>	25 <sup>22</sup>
Side (Feet)	20	25	25	35	35	35 <sup>23,24</sup>	6
Rear (Feet)	25	30	30	35	35	35 <sup>25,26</sup>	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 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.

(Requested by the Selectboard)

**(Two-thirds vote required)**

**Recommendations:**

**Selectboard:**

**Insert 0-0-0**

**Recommend 0-0-0**

**Finance Committee –**

**SUMMARY:**

**ARTICLE NO. 23 – 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:**

**ARTICLE NO. 24 – MAURICE CAMPGROUND ENTERPRISE FUND**

To see if the town will vote to accept the provisions of G.L. c.44, S.53F½ for the purpose of establishing a Maurice’s Campground Operation Enterprise 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. 254 - OTHER BUSINESS:**

To act on any other business that may legally come before the meeting.

(Requested by the Selectboard)

**Majority Vote Required**

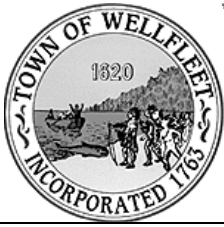
**Recommendations:**

**Selectboard:**

**Insert 0-0-0**

**Recommend 0-0-0**

**Finance Committee -**



SELECTBOARD  
AGENDA ACTION REQUEST



***STM Warrant Article LeCount  
Hollow/Maguire's Landing Parking***

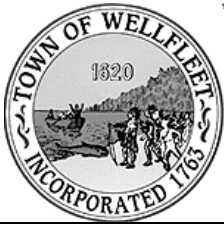
<b>REQUESTED BY:</b>	Chair Curley, Vice Chair DeVasto
<b>DESIRED ACTION:</b>	
<b>PROPOSED MOTION:</b>	I move to insert & recommend...
<b>SUMMARY (Optional)</b>	
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____

Non-Binding Advisory Vote in Regards Lecount Hollow/Maguire's Landing Parking for Residents.

To see if the Town will vote on the following Advisory in Regards Lecount Hollow/Maguire's Landing Parking.

We the citizens of Wellfleet hereby vote to support a permanent change to the Town's Beach Rules & Regulations designating LeCount Hollow/Maguire's Landing Parking to be reserved for those with resident stickers only.

Summary:



SELECTBOARD  
AGENDA ACTION REQUEST



*Fall Special Election*

<b>REQUESTED BY:</b>	<b>Chair Curley</b>
<b>DESIRED ACTION:</b>	<b>Set a date for the Fall Special Election</b>
<b>PROPOSED MOTION:</b>	
<b>SUMMARY (Optional)</b>	
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____



**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 1<sup>st</sup>, 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

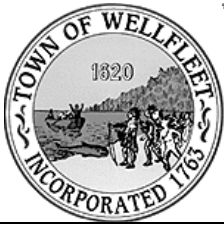
\_\_\_\_\_  
Kathleen Bacon, Member

\_\_\_\_\_  
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



*Committee Liasons*

<b>REQUESTED BY:</b>	Chair Curley
<b>DESIRED ACTION:</b>	
<b>PROPOSED MOTION:</b>	
<b>SUMMARY (Optional)</b>	
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____

<b>current</b>		
<b>Mike</b>		<b>Affordable Housing Trust</b>
		<b>Bike &amp; Walkways</b>
		<b>Board of Assessors</b>
		<b>Board of Health</b>
		<b>Board of Water Commissioners</b>
	<b>inactive</b>	<b>Building and Needs Assessment Committee</b>
		<b>Bylaw Committee</b>
		<b>Cable Advisory Committee</b>
		<b>Cape Cod Commission</b>
		<b>Cape Cod Region Technical High School</b>
		<b>Cemetery Commissioners</b>
	<b>inactive</b>	<b>Charter Review Committee</b>
		<b>Commission on Disabilities</b>
		<b>Community Preservation Committee</b>
		<b>Clean Water Advisory Committee</b>
		<b>Conservation Commission</b>
		<b>Council on Aging Advisory Board</b>
		<b>Cultural Council</b>
<b>John</b>		<b>Dredging Task Force</b>
		<b>Energy and Climate Change Action Committee</b>
		<b>Finance Committee</b>
		<b>Historical Commission</b>
		<b>Housing Authority</b>
		<b>Library Trustees</b>
	<b>inactive</b>	<b>Local Comprehensive Planning Committee</b>
		<b>Local Housing Partnership</b>
		<b>Natural Resources' Advisory Committee</b>
		<b>Marina Advisory Committee</b>
		<b>Open Space Committee</b>
	<b>inactive</b>	<b>Personnel Board</b>
		<b>Planning Board</b>
		<b>Recreation Committee</b>
		<b>Recycling Committee</b>
		<b>Rights of Public Access</b>
		<b>Shellfish Advisory Board</b>
		<b>Social and Human Services Committee</b>
		<b>Taxation Aid Committee</b>
		<b>Wellfleet Elementary School Committee</b>
		<b>Zoning Board of Appeals</b>



SELECTBOARD  
AGENDA ACTION REQUEST



*Thank You Letter to Charles Sumner*

<b>REQUESTED BY:</b>	<b>Chair Curley</b>
<b>DESIRED ACTION:</b>	
<b>PROPOSED MOTION:</b>	<b>I move to approve letter thanking Interim Town Administrator Charles Sumner as drafted.</b>
<b>SUMMARY (Optional)</b>	
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____



**TOWN OF WELLFLEET  
OFFICE OF THE WELLFLEET SELECTBOARD**

**300 MAIN STREET**

**WELLFLEET**

**MASSACHUSETTS**

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Charles Sumner  
14 Herring Brook Lane  
Brewster, MA 02631

Dear Mr. Sumner,

On behalf of the Town of Wellfleet, we are extending thanks to your service as the Interim Town Administrator. We are incredibly fortunate that you were available and willing to assume the responsibilities as the interim Town Administrator. You came at a time when the normal functions of a town were profoundly impaired and disrupted with serious concerns about the public's ongoing trust in the town.

In challenging waterways, a pilot is brought aboard to navigate a vessel. Such pilots draw upon their intimate knowledge of the waters, their currents, tides, and shoals to safely bring a ship into port. You were Wellfleet's pilot and greatly aided us in navigating the town to a safe harbor in the middle of a storm. This course took longer and was more challenging than anyone expected. You brought much-needed calm, respect, and stability. Quickly building rapport and trust with the Selectboard, members of boards & committees, staff, and the community as a whole.

Your ability to quickly draw upon the resources needed to rebuild the town's finances is a great credit to the abilities and respect you have spent your career building. The amount of work put into rectifying these issues was herculean and spoke volumes about the quality of the financial staff you assembled.

Without your hard work, optimism, and leadership, we would not have been able to move forward. On behalf of the Town of Wellfleet, please accept our profound thanks. We certainly hope that this time your retirement will last for

longer than a week. We hope that you will have the time and inclination to explore the charms of our little town and will say in contact with those you have fostered relationships with. Enjoy your much-deserved retirement.

Sincerely,  
The Wellfleet Selectboard

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Ryan Curley, Chair

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Michael DeVasto, Vice Chair

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Barbara Carboni

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Kathleen Bacon

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John Wolf

Former Members of the Board

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Helen Miranda Wilson

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Janet Reinhart

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Justina Carlson



## Members of Boards & Committees

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SELECTBOARD  
AGENDA ACTION REQUEST

VII

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**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**



SELECTBOARD  
AGENDA ACTION REQUEST

VIII

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**SELECTBOARD REPORTS:**

Reported by:	Topic:



SELECTBOARD  
AGENDA ACTION REQUEST

IX

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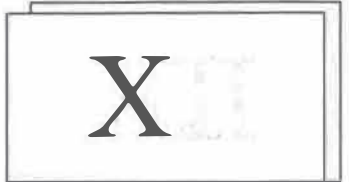
**TOPICS FOR FUTURE DISCUSSION**

- **The Selectboard will discuss a list of current items that are outstanding**



## SELECTBOARD

AGENDA ACTION REQUEST  
Meeting Date: July 12, 2022



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### MINUTES

<b>REQUESTED BY:</b>	<b>Executive Assistant</b>
<b>DESIRED ACTION:</b>	<b>Approval of Minutes</b> <ul style="list-style-type: none"><li>• <b>May 24, 2022</b></li><li>• </li></ul>
<b>PROPOSED MOTION:</b>	<b>I move to approve the Minutes of May 24th as printed</b>
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____

**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 space 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.



## Amendment Offered By Chair Curley

**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.~~ Chair Curley made a statement: One of the responsibilities that the Selectboard is charged with is overseing Wellfleet's Shellfish Industry, it's not included in our oaths of office but instead an unspoken commitment that reads "do not screw this up." Wellfleet's shellfish industry supports more families than in any other town in the Commonwealth. Shellfishing is one of the few occupations in town that enables working families to support themselves and live here. We lead the state in best practices in developing this industry. Both wilds and Farmed.

The unique ability of Wellfleet's industry to support a far larger number of working families than any other town with comparable landings is in its structure. Our production is from smallholders and wild pickers. We do not have one or two commercial companies accounting for the majority of the production.

There is a difference when that type of activity occurs the industry become extractive and the earning of the industry are no longer retained within the local community. It is extremely upsetting that we enforcing in on minimum productivity at the same time that regulations are being promulgated that will allow any company into the town of Wellfleet and I really question the motivation behind these actions.

**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 7<sup>th</sup> 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 7<sup>th</sup> 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

XIII

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### ADJOURNMENT

<b>REQUESTED BY:</b>	Selectboard Chair Ryan Curley
<b>DESIRED ACTION:</b>	To Adjourn
<b>PROPOSED MOTION:</b>	I move to Adjourn
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____



SELECTBOARD  
AGENDA ACTION REQUEST

XI

**NEW BUSINESS**

<b>REQUESTED BY:</b>	<b>Chair Ryan Curley</b>
<b>DESIRED ACTION:</b>	<b>To Discuss topics that are not reasonably anticipated by the Chair more than 48 hours before the meeting.</b>
<b>PROPOSED MOTION:</b>	<b>If a motion is needed for a topic that is brought up one will be made at the time of the meeting.</b>
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____





SELECTBOARD  
AGENDA ACTION REQUEST

XII

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**VACANCY REPORTS**

**\*\*\*Please see the packet for full report\*\*\***



SELECTBOARD  
AGENDA ACTION REQUEST

XIII

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**ADJOURNMENT**

<b>REQUESTED BY:</b>	Selectboard Chair Ryan Curley
<b>DESIRED ACTION:</b>	To Adjourn
<b>PROPOSED MOTION:</b>	I move to Adjourn
<b>ACTION TAKEN:</b>	Moved By: _____ Seconded By: _____ Condition(s):
<b>VOTED:</b>	Yea _____ Nay _____ Abstain _____