

**TOWN OF EASTHAM
AGENDA
BOARD OF SELECTMEN
Tuesday, September 2, 2014
5:00 p.m.**

Location: Earle Mountain Room

I. PUBLIC/SELECTMEN INFORMATION

II. PUBLIC HEARING

5:05 p.m. Property Classification Hearing – Deputy Assessor Gail McAleer, Board of Assessors

(Note: Other than public hearings, all times are approximate and items may be taken out of order.)

III. ADMINISTRATIVE MATTERS

A. Action/Discussion

1. Transient Vendors Licenses
2. Suicide Prevention Week Proclamation
3. Nstar Right of Way Spraying – Correspondence William Hayes Senior Arborist Nstar
4. Update Orleans Water Quality Advisory Panel – Sandy Bayne Rep, Charles Harris Alt.
5. Cape Cod Metropolitan Planning Organization Slection
6. Revise Established Gift Fund – Freshwater Ponds

IV. OTHER BUSINESS/CORRESPONDENCE/MINUTES

1. Correspondence – Barnstable County Selectmen Meeting Notice
2. Minutes: July 13, 2013 Regular Session July 17, 2013 Work Session
 January 8, 2014 Work Session February 19, 2014 Work Session
 March 3, 2014 Regular Session July 21, 2014 Regular Session
 August 4, 2014 Regular Session August 6, 2014 Work Session
 August 18, 2014 Regular Session August 18, 2014 Regular Session
 August 18, 2014 Executive Session

V. TOWN ADMINISTRATOR'S REPORT

VI. EXECUTIVE SESSION –

To discuss strategy with respect to collective bargaining or litigation when an open meeting may have a detrimental effect or the bargaining and litigating position of the public body and the chair is so declaring.

Upcoming Meetings

Wednesday, September 3, 2014	2:30 p.m.	Regular Session (Nauset Beach Discussion),
Monday, September 10, 2014	7:00 p.m.	@Orleans Town Hall Joint w/Orleans Board of Selectmen
		Topics for Discussion – Nauset Spit/ Water Interconnect
Monday, September 15, 2014	5:00 p.m.	Regular Meeting
Wednesday, September 17, 2014	2:30 p.m.	Work Session

This meeting will be video recorded and broadcast over Local Access Channel 18 and through the Town website at www.eastham-ma.gov.

**Per the Attorney General's Office: The Board of Selectmen may hold an open session for topics not reasonably anticipated by the Chair 48 hours in advance of the meeting.*

**If you are deaf or hard of hearing or are a person with a disability who requires an accommodation, contact Laurie Gillespie-Lee, 5900 x207*

Laura Gillespie-Lee

From: Laura Gillespie-Lee
Sent: Thursday, August 21, 2014 9:35 AM
To: CCT Classified (classified@capecodonline.com)
Cc: Gail McAleer
Subject: Classification Ad for September 2, 2014 BOS meeting

9/2
BOS
AI
5:05
p.m.

Please publish the following legal ad in the Wednesday, August 27, 2014 edition of the Cape Cod Times. Please send two (2) tear sheets and bill to the Town Administrator's account.

Laurie Gillespie-Lee
Administrative Assistant
Town of Eastham
2500 State Highway
Eastham, MA 02642

Telephone: 508-240-5900, ext 207
Fax: 508-240-1291
E Mail: admin2@eastham-ma.gov

**LEGAL NOTICE
TOWN OF EASTHAM
PUBLIC HEARING
PROPERTY CLASSIFICATION HEARING**

A public hearing will be held on Tuesday, September 2, 2014, at 5:05PM by the Board of Selectmen in the Earle Mountain Room, in accordance with Chapter 369 of the Acts of 1982, amending Chapter 797 of the Acts of 1979, regarding the allocation of the tax levy among the five classes of property for Fiscal Year 2015.

The Board of Assessors will provide all information and data relevant to making a final determination on allocation of the tax levy among the four classes of real property, residential, open space, commercial and industrial, and one class of personal property as set forth in General Laws Chapter 40, Section 56. Options open to the Town will be provided, and the Chairman will recognize any taxpayers wishing to present oral or written information on their views.

Board of Selectmen
Town of Eastham



TOWN OF EASTHAM

2500 State Highway, Eastham, MA 02642 - 2544

All departments 508 240-5900 Fax 508 240-1291

www.eastham-ma.gov

JOINT MEETING BOARD OF SELECTMEN BOARD OF ASSESSORS

PUBLIC HEARING PROPERTY CLASSIFICATION

AGENDA

**Tuesday
September 2, 2014**

5:05 PM – Earle Mountain Room

GENERAL BUSINESS:

- Property Classification Hearing - The Board of Selectmen will hold a public hearing with the Board of Assessors on Tuesday, September 2, 2014, at 5:05 p.m. in the Earle Mountain Hearing Room at Town Hall, in accordance with Chapter 369 of the Acts of 1982, amending Chapter 797 of the Acts of 1979, regarding the allocation of the tax levy among the five classes of property for Fiscal Year 2015.

The Board of Assessors will provide all information and data relevant to making a final determination on allocation of the tax levy among the four classes of real property, residential, open space, commercial and industrial, and one class of personal property as set forth in General Laws Chapter 40, Section 56. Options open to the Town will be provided, and the Chairman will recognize any taxpayers wishing to present oral or written information on their views.

Meeting notice filed with the Town Clerk.



TOWN OF EASTHAM

2500 State Highway, Eastham, MA 02642-2544

All departments 508-240-5900 • Fax 508-240-

1291 www.eastham-ma.gov

IIA
1

September 2, 2014

To: Sheila Vanderhoef, Town Administrator

From: Lisa Shaw

Re: Transient Vendor Permits

Please find attached Transient Vendor Applications for consideration and approval by the Board of Selectmen. The \$20 fees have been received.

The Vendors seeking permits at this time are:

Ms. Karen Hansen
259 Governor Bradford Road
Eastham, MA 02642

Ms. Debbie Ward
53 Kiah's Way
E. Sandwich, MA 02537

TownVndrPermit 2014 - Revised Form.doc

1 of 1

Windmill weekend craft
Fair



TOWN OF EASTHAM
2500 STATE HIGHWAY, EASTHAM, MA 02642
(508) 240-5900
FOR ALL DEPARTMENTS
(508) 240-1291
FAX

APPLICATION FOR TRANSIENT VENDOR PE

Name of Applicant Karen Hansen

d/b/a _____

Residence Address 259 Governor Bradford Rd

Mailing Address same

Date(s) of SHOW/SALE September 6, 2014 Tot

Location of SHOW/SALE Nauset Regional High School

REMARKS - DESCRIPTION OF WARES Tote bags,
runners, purses, wallets

Date of Application August 27, 2014

APPROVED: Town



TOWN OF EASTHAM
2500 STATE HIGHWAY
EASTHAM, MA 02642-2544
(508) 240-5900 (TELEPHONE)
FOR ALL DEPARTMENTS
(508) 240-1291 (FAX)
townhall@eastham-ma.gov

APPLICATION FOR TRANSIENT VENDOR PERMIT

Name of Applicant Debbie Ward
d/b/a Cozy Neck Noodles
Residential Address 53 Kings Way
Mailing Address E. Sandwich MA 02537 ZIP CODE
Telephone home 774-413-9165 cell 508-332-9138 work
Date(s) of SHOW(s)/SALE(s) Sept. 6 2014 Total Days 1
Location(s) of SHOW(s)/SALE(s) Nauset High School
DESCRIPTION OF WARES Fleece Neck Warmers
Date of Application 8-27-2014

Submit Application With Your Payment of \$20.00 to:
Eastham Town Hall at above address – or – townhall@eastham-ma.gov

Permit Fee: \$20.00 per year ☒

ILA
2

Sheila Vanderhoef

From: Cape and Islands Suicide Prevention Coalition <suicideprevention@capecoalition.com>
Sent: Friday, August 08, 2014 1:48 PM
To: Cape Islands
Subject: Suicide Prevention Week Proclamation
Attachments: Proclamation 2014.docx

September 8th marks the beginning of the 40th Annual National Suicide Prevention Week. The Cape & Islands Suicide Prevention Coalition is hoping to have that week named "Suicide Prevention Week", or the month of September proclaimed "Suicide Prevention Month", in all of the Cape and Islands towns. We aim to recognize this painful and often hidden part our communities, to demonstrate our commitment to suicide prevention, and to send a message of hope to those struggling, grieving or affected in any way by suicide.

In 2011, (the most recent year for which data is available) suicide was the 10th leading cause of death in the United States and the 3rd leading cause of death in Massachusetts for people age 15-24. Even worse, when compared the rest of Massachusetts, the Cape and Islands suicide death rate for people ages 15-24 is more than twice the state's (already high) average. The age adjusted suicide death rate for Cape Cod and the Islands has doubled between 2000 to 2011 from 6.2 per 100,000 people to 12.1 per 100,000.* (Quoted from Barnstable County Dept of Human Services: *Fact Sheet: Suicides Deaths Cape Cod and the Islands 2000 to 2011*)

I am hopeful that you are the right person to contact to have this proclamation request placed on the selectman's agenda for one of the September (or late August) meetings. If not, I would greatly appreciate your suggestion of who to contact.

I have attached the Proclamation for your review. I appreciate your consideration of this request, and look forward to hearing from you.

Many thanks,
Kelly Welch
Training and Event Coordinator
CISPC

Cape and Islands Suicide Prevention Coalition
suicideprevention@capecoalition.com
www.SuicideIsPreventable.net



TOWN OF EASTHAM

2500 State Highway, Eastham, MA 02642-2544

All departments 508-240-5900 • Fax 508-240-

1291 www.eastham-ma.gov

PROCLAMATION

Suicide Prevention Week

SEPTEMBER 8-14, 2014

WHEREAS, In the United States, one person completes suicide every 13 minutes; and 108 people die of suicide each day in the U.S.; and

WHEREAS, suicide is the third leading cause of death for adolescents and young adults in Massachusetts and the suicide rate on the Cape and Islands is 1.4 times higher than State average; and

WHEREAS, suicide is a most tragic and disruptive event for families and communities~ it is estimated that there are 5 million survivors who lost a loved one to suicide; and

WHEREAS, suicide is a public health issue, it is a community problem and through education and awareness of the issue a great number of suicides can be prevented;

NOW, THEREFORE We, The Board of Selectmen, do officially proclaim the week of September 8-14, 2014 as "SUICIDE PREVENTION WEEK" in the Town of Eastham.

LINDA S. BURT, CHAIR

JOHN F. KNIGHT, VICE-CHAIR

WALLACE F. ADAMS, II, CLERK

MARTIN F. MCDONALD

ELIZABETH GAWRON

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official seal of *the Town of Eastham* to be affixed on this 2nd day of September, 2014.

Susanne Fischer, Eastham Town Clerk

PROCLAMATION SUICIDE PREVENTION WEEK

WHEREAS, In the United States, one person completes suicide every 13 minutes; and 108 people die by suicide each day in the U.S.; and

WHEREAS, suicide is the third leading cause of death for adolescents and young adults in Massachusetts and the suicide rate on the Cape and Islands is 1.4 times higher than the State average; and

WHEREAS, suicide is a most tragic and disruptive event for families and communities ~ it is estimated that there are 5 million survivors who have lost a loved one to suicide; and

WHEREAS, suicide is a public health issue, it is a community problem and through education and awareness of the issue a great number of suicides can be prevented;

THEREFORE, we do hereby officially designate the week of September 8 - 14, 2014 as “**SUICIDE PREVENTION WEEK**” in

Jane Crowley

BoS
MAF
9/2

From: William.Hayes@nu.com
Sent: Monday, August 25, 2014 11:12 AM
To: jerome.mcdermott@nu.com
Cc: Jane Crowley
Subject: Re: Eastham right of way

III A
3

Jerry,
ROW 349 abutters were notified during the month of May 2014.
Hamilton Tree has been contracted to perform vegetation maintenance by mechanical control means only on NSTAR Electric Transmission ROW 349. The overall scope of work is to **clear all incompatible trees** (Pine, Maple, Oak, Cherry, etc,... (species that grow taller than 15' tall at maturity) and allow compatible vegetation to remain to the limits defined in the segment details. Generally speaking the ROW is being maintained to a width of 100' wide which includes electric transmission and a backbone distribution line. There are segments that vary where the company has more easement rights that were are not exercising as part of ROW maintenance for this project. Remove all species around structures, guide wires, and access roads.. There is an expectation that all maintained yard trees removed will be stump ground, loamed, and seeded unless otherwise instructed by arborist. Hamilton started the work in Orleans June 9 and progressed into Eastham. Hamilton needs to complete work in Eastham by the end of September in order to meet schedule.

There is no herbicide application being performed on NSTAR Electric Transmission ROW 349. NSTAR did not file YOP herbicide work to be performed in Eastham with MDAR; therefore, it would be against the law to apply in Eastham. **NSTAR is not applying herbicide in Eastham.** Property owners/residents of Eastham have been telling me we are applying herbicide in Eastham which is not true. I do not know who is spreading false information. NSTAR has not sent out any information indicating that we have plans to apply herbicide in Eastham.

Regards,
Bill

William Hayes

Senior Arborist
NSTAR a Northeast Utilities Company
Transmission Vegetation Management
One NSTAR Way, SE-370
Westwood, MA 02090-9230

From: Jerome P. McDermott/NUS
To: "Jane Crowley" <jcrowley@eastham-ma.gov>, "William N. Hayes Jr." <William.Hayes@nu.com>,
Cc: "Joanna Buffington" <jobuffington@gmail.com>
Date: 08/25/2014 09:54 AM
Subject: Re: Eastham right of way

Hi Jane,
I am looping in our Senior Arborist Bill Hayes.
He can answer your questions more specifically with regard to Eastham.
As you know most questions raised about our IVM integrated Vegetation Management Program are addressed in our YOP yearly operating plan which is filed with the State MDAR. Mass Dept. Of Agricultural Resources
I hope that you will find that site useful and direct concerned residents to the MDAR site. Thank you!
Respectfully,
Jerry

TLA
4

Sheila Vanderhoef

From: Martin McDonald <mmcd33@comcast.net>
Sent: Wednesday, August 20, 2014 7:42 AM
To: Sheila Vanderhoef
Cc: Sandy Bayne; Charles Harris
Subject: Fwd: WQAP and Septage Study Update
Attachments: WQAP and Tri-Town Study Update.pdf; ATT00001.htm

You may not need to read all this, Stantec contract, but note the TT timeline on the last page and the scheduled TT topics on the Orleans water panel meeting schedule. We probably should get periodic updates from the Eastham members, Sandy and Charlie, on that panel.

Also note the proposed Eastham/Orleans/Brewster BOS meeting in November. I would think Weds are good days for us to meet?

Sent from my iPad

Begin forwarded message:

From: John Kelly <jkelly@town.orleans.ma.us>
Date: August 19, 2014 at 5:12:12 PM EDT
To: "Charles Sumner (CSUMNER@brewster-ma.gov)" <CSUMNER@brewster-ma.gov>, Martin McDonald <mmcd33@comcast.net>
Cc: "Tri-Town " <tritownplant@verizon.net>
Subject: WQAP and Septage Study Update

Charlie and Martin:

The attached document includes the latest information on Orleans Water Quality Advisory Panel workshop schedule and the Septage and Wastewater Management Planning project that is now underway with Stantec. Please share this information with your respective Board members and town staff as you deem appropriate. Orleans is interested in hosting an evening Tri-Town BOS meeting in early November to review the status of project and Tri-Town decision timelines that will be updated as the project progresses. The last page of the attached document is a copy of the timeline as it currently exists. If you could canvass your respective Boards and let me know what day(s) of the week are best for a possible meeting date I would appreciate it.

Thanks.
John

John F. Kelly
Town Administrator

Town of Orleans
19 School Road
Orleans, MA 02653
508-240-3700 (x415)
jkelly@town.orleans.ma.us

Orleans Water Quality Advisory Panel

2014-2015 Panel Workshop Dates

Revised: August 7, 2014

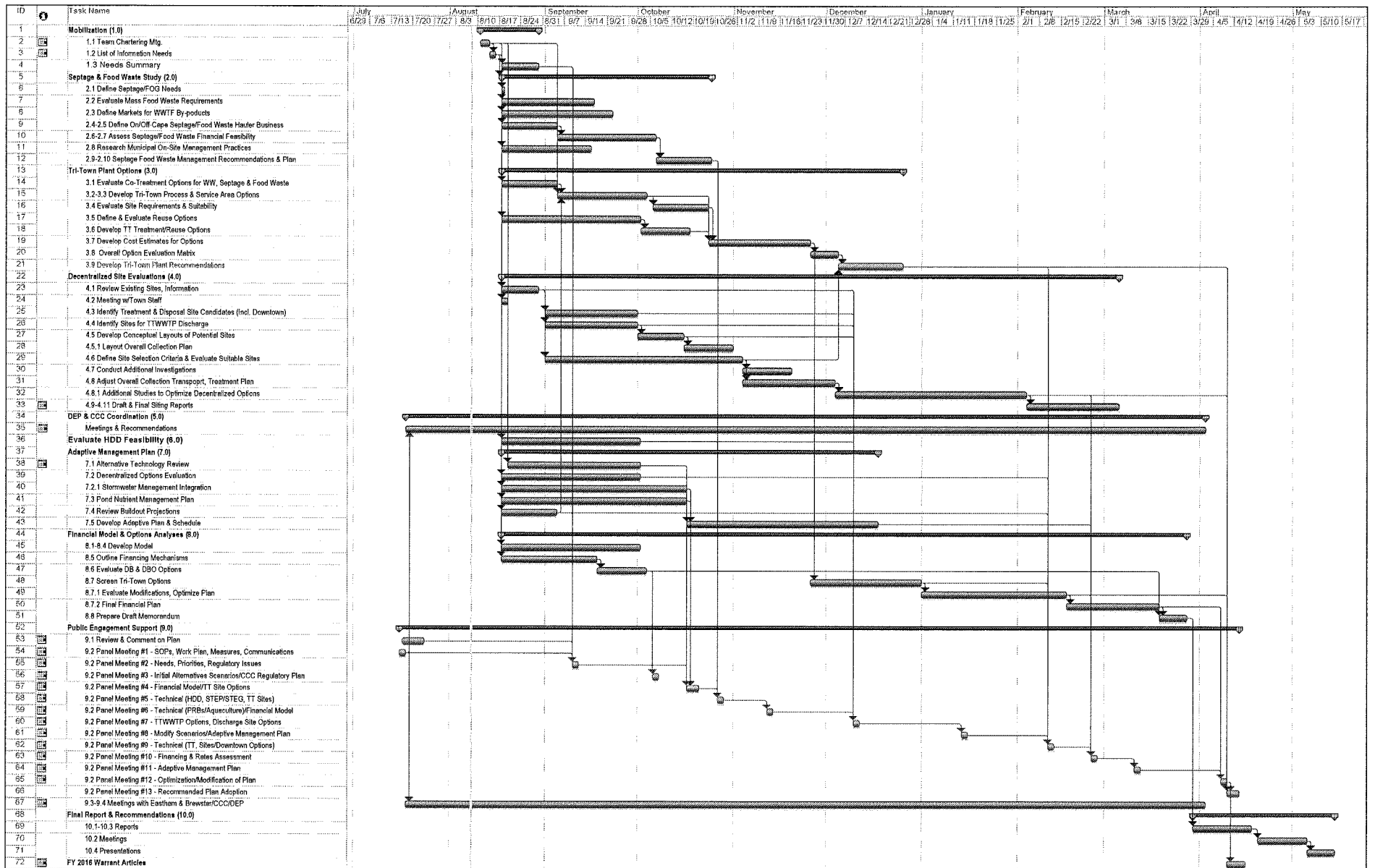
Notes: Meetings on the second Wednesdays () start at 1:00 pm, all other meetings start at 8:30 a.m.
Meetings will be held in the Nauset Room at Town Hall*

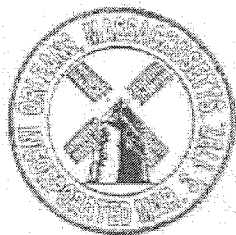
Meeting #1 - SOPs, Work Plan, Ground Rules, Communications	Wednesday, July 16
Meeting #2 - Needs, Priorities, Regulatory Issues	Wednesday, September 10
Meeting #3 - Initial Alternatives/CCC Regulatory Plan	Wednesday, September 24
Meeting #4 - Financial Model/TT Site Options	Wednesday, October 8*
Meeting #5 - Technical (HDD, STEP/STEG, TT Sites)	Wednesday, October 22
Meeting #6 - Technical (PRBs/Aquaculture)/Financial Model	Wednesday, November 12*
Meeting #7 - Subject TBD (if necessary)	Wednesday, December 3
Meeting #8 - TWWTP Options, Discharge Site Options	Wednesday, December 10*
Meeting #9 - Modify Scenarios/Adaptive Management Plan	Wednesday, January 14*
Meeting #10 - Subject TBD (if necessary)	Wednesday, January 28
Meeting #11 - Technical (TT, Sites/Downtown Options)	Wednesday, February 11*
Meeting #12 - Financing & Rates Assessment	Wednesday, February 25
Meeting #13 - Adaptive Management Plan	Wednesday, March 11*
Meeting #14 - Subject TBD (if necessary)	Wednesday, March 25
Meeting #15 - Optimization/Modification of Plan	Wednesday, April 8*
Meeting #16 - Subject TBD (if necessary)	Wednesday, April 22
Meeting #17 - Recommended Plan Adoption	Wednesday, May 6

Town of Orleans
Wastewater, Septage & Utility Management
FY 2015 Budget Summary

August 8, 2014

Task	2015 Warrant Article Budget	Revised Budget	Reason for Changes
Utility Survey	\$ 300,000	\$ 198,820	Moved HDD Assessment to Stantec contract; SMC still to do surveying for HDD
	\$ 300,000	\$ 198,820	
Wastewater & Septage Planning - Stantec Contract			Contract currently in negotiations
Namskaket Hydrogeological Study	\$ -	\$ -	Being done separate from Stantec contract (See below)
Start-up Meetings, Information Collection & Review	\$ -	\$ 18,863	
Septage & Food Waste Study	\$ -	\$ 43,216	Originally included in Tri-Town Plant options
Tri-Town Plant Options	\$ 143,980	\$ 109,023	Added cost for siting New Tri-Town discharge site: Added cost for downtown STEP/STEG study; Reduced total overhead
Decentralized Site Investigations	\$ 122,930	\$ 84,129	Including \$5,600 allowance for field studies.
Regulatory Coordination	\$ -	\$ 19,479	
HDD Feasibility Investigation	\$ -	\$ 26,736	Transferred from SMC Contract and reduced
Adaptive Management Plan & Non-Traditional Technologies	\$ 55,200	\$ 99,914	Long-term component of plan
Financial Model & Analyses	\$ 52,900	\$ 43,680	Includes Pioneer Consulting; Reduce WRA contract accordingly
Stakeholder Facilitation	\$ 77,855	\$ 71,010	
Orleans Landfill Investigations	\$ -	\$ -	Being done separate from Stantec contract
Final Report & Presentations	\$ 49,195	\$ 34,657	Product will be a revised CWMP to fit CCC/DEP targeted watershed process
Other Direct Costs	\$ 7,940	\$ -	
Subtotal:	\$ 510,000	\$ 550,707	
General Engineering Services (WRA)			
Project Management - Utility Surveying	\$ 81,413	\$ 16,120	Oversee SMC Contract & Work Products
Project Management - Wastewater & Septage Planning		\$ 41,600	Oversee Stantec Contract & Work Products
CBI - Stakeholder Engagement Facilitation	\$ -	\$ 131,694	Includes CBI Contract for \$94,252
Pioneer Consulting - Financial Planning	\$ -	\$ -	Pioneer Consulting included in Stantec Contract; Remove from WRA contract
Aquaculture Feasibility Review	\$ 5,000	\$ 5,000	Allowance
Orleans Landfill Investigations	\$ 23,587	\$ 6,500	Revise/define scope only under current authorization; add budget in Fall TM
Namskaket Hydrogeological Scope of Study	\$ 25,000	\$ 22,540	Allowance
Other Direct Costs & Miscellaneous	\$ -	\$ 2,686	
	\$ 135,000	\$ 226,140	
Rock Harbor Use Attainability	\$ 50,000	\$ 6,000	UAA scope not required in FY15; Link with Cedar Pond Plan Resolution
Cedar Pond Plan Resolution	\$ 50,000	\$ 50,000	Scope to be determined
Total:	\$ 1,045,000	\$ 1,031,667	
Contingency:	\$ -	\$ 13,333	





TOWN OF ORLEANS

19 SCHOOL ROAD ORLEANS MASSACHUSETTS 02653-3699

Telephone (508) 240-3700 — Fax (508) 240-3703

<http://www.town.orleans.ma.us>

BOARD OF
SELECTMEN

TOWN
ADMINISTRATOR

August 7, 2014

Mr. Garry McCarthy, P.E., Principal
Stantec Consulting Services, Inc.
5 LAN Drive
Westford, MA 01886

Re: Wastewater and Septage Management Planning Services

Dear Mr. Hanley:

Town Administrator John F. Kelly wishes to inform you that the Town of Orleans will accept your proposals dated May 2, 2014 & August 4, 2014 for Wastewater and Septage Management Planning Services in accordance with the specifications.

Enclosed please find three copies of the contract for the work to be performed. Please sign all three contracts and return to my attention.

We look forward to working with you.

Sincerely,

Liana Surdut
Licensing Agent & Procurement Coordinator

AGREEMENT

Made in triplicate this the _____ day of _____ 2014 between the **Town of Orleans, Orleans, MA, and STANTEC CONSULTING SERVICES, INC., 5 LAN DRIVE, WESTFORD, MA 01886** hereafter the "Contractor".

WITNESSETH: That for and in consideration of the following mutual covenants contained herein the parties agree with each other as follows:

ARTICLE I: The Contractor agrees to sell and/or deliver to the Town materials and/or services in accordance with the following:

PROVIDE PROFESSIONAL SERVICES FOR WASTEWATER AND SEPTAGE MANAGEMENT PLANNING SERVICES IN ACCORDANCE WITH SPECIFICATIONS FOR REQUEST FOR QUALIFICATIONS

- Exhibit 1. Proposals dated 5/2/14 & 8/4/14
- Exhibit 2. Professional service agreement dated 8/6/14 & Exhibit A dated 7/18/14
- Exhibit 3. RFQ Wastewater and Septage Management Planning Services Specifications
- Exhibit 4. Certificate of Non-Collusion
- Exhibit 5. Statement of State Tax Compliance
- Exhibit 6. Acknowledgement of Principal
- Exhibit 7. Certificate of Insurance

ARTICLE II: Payments to be made upon receipt of invoices for work performed and after review and approval by the appropriate Department Manager and/or Town Administrator., in the amount of Five Hundred Fifty Thousand Seven Hundred Six and 00/100 (\$550,706.00) Dollars.

IN WITNESS: Whereof the respective parties hereto have caused this instrument to be duly subscribed and sealed.

TOWN OF ORLEANS

STANTEC CONSULTING SERVICES, INC.

John Kelly
Town Administrator

Signature of Individual or
Corporate Name (Mandatory)

APPROVED AS TO APPROPRIATIONS:

Orleans Town Accountant

Corporate Officer
(Mandatory, If applicable)

SOURCE: _____

Social Security # (Voluntary)

Not to Exceed: \$550,706.00



PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into effective August 6, 2014 (the "Agreement Date") by and between:

"CLIENT"

Name: TOWN OF ORLEANS
Address: 19 School Road, Orleans, MA 02653
Phone: (508) 240-3700 415 Fax: 508-240-3703
Representative: John Kelly, Town Administrator

"STANTEC"

Name: STANTEC CONSULTING SERVICES INC.
Address: 5 LAN Drive, Westford, MA 01886
Phone: (978) 572-1408 Fax: (978) 692-4578
Representative: Gary McCarthy, P.E. Principal

PROJECT NAME (the "PROJECT"):

Wastewater and Septage Management Planning Project

DESCRIPTION OF WORK: STANTEC shall render the services described in Attachment "A" (hereinafter called the "SERVICES"). In accordance with this AGREEMENT, STANTEC may, at its discretion and at any stage, engage subconsultants to perform all or any part of the SERVICES. The CLIENT and STANTEC by written amendment to this AGREEMENT may from time to time make changes to the SERVICES. All changed work shall be carried out under this AGREEMENT. The time for completion of the SERVICES shall be adjusted accordingly.

COMPENSATION: Charges for the SERVICES rendered will be made in accordance with the CONTRACT PRICE indicated in Attachment "A", or, if no CONTRACT PRICE is indicated, in accordance with STANTEC's Schedule of Fees and Disbursements in effect from time to time as the SERVICES are rendered.

Invoices shall be paid by the CLIENT in the currency of the jurisdiction in which the SERVICES are provided without deduction or setoff upon receipt. Failure to make any payment when due is a material breach of this Agreement and will entitle STANTEC, at its option, to suspend or terminate this Agreement and the provision of the SERVICES. Interest will accrue on accounts overdue by 30 days at the lesser of 12 percent per month (18 percent per annum), or the maximum legal rate of interest. *SPM*

REPRESENTATIVES: Each party shall designate in the space provided above a representative who is authorized to act on behalf of that party and receive notices under this AGREEMENT. Such representatives have complete authority to act on behalf of their principals in respect to all matters arising under this AGREEMENT.

NOTICES: All notices, consents, and approvals required to be given hereunder shall be in writing and shall be given to the representatives of each party. All notices required by this AGREEMENT to be given by either party shall be deemed to be properly given and received within two (2) business days if made in writing to the other party by certified mail, telegram, email, facsimile or telex, addressed to the regular business address of such party as identified above.

CLIENT'S RESPONSIBILITIES: The CLIENT shall provide to STANTEC in writing, the CLIENT's total requirements in connection with the PROJECT, including the PROJECT budget and time constraints. The CLIENT shall make available to STANTEC all relevant information or data pertinent to the PROJECT which is required by STANTEC to perform the SERVICES. STANTEC shall be entitled to rely upon the accuracy and completeness of all information and data furnished by the CLIENT, including information and data originating with other consultants employed by the CLIENT whether such consultants are engaged at the request of STANTEC or otherwise. Where such information or data originates either with the CLIENT or its consultants then STANTEC shall not be responsible to the CLIENT for the consequences of any error or omission contained therein.

When required by STANTEC, the CLIENT shall engage specialist consultants directly to perform items of work necessary to enable STANTEC to carry out the SERVICES. Whether arranged by the CLIENT or STANTEC, these services shall be deemed to be provided under direct contracts to the CLIENT unless expressly provided otherwise.

The CLIENT shall give prompt consideration to all documentation related to the PROJECT prepared by STANTEC and whenever prompt action is necessary shall inform STANTEC of CLIENT's decisions in such reasonable time so as not to delay the schedule for providing the SERVICES.

When applicable, the CLIENT shall arrange and make provision for STANTEC's entry to the PROJECT site as well as other public and private property as necessary for STANTEC to perform the SERVICES. The CLIENT shall obtain any required

approvals, licenses and permits from governmental or other authorities having jurisdiction over the PROJECT so as not to delay STANTEC in the performance of the SERVICES.

STANTEC's RESPONSIBILITIES: STANTEC shall furnish the necessary qualified personnel to provide the SERVICES. STANTEC represents that it has access to the experience and capability necessary to and agrees to perform the SERVICES with the reasonable skill and diligence required by customarily accepted professional practices and procedures normally provided in the performance of the SERVICES at the time when and the location in which the SERVICES were performed. This undertaking does not imply or guarantee a perfect PROJECT and in the event of failure or partial failure of the product of the SERVICES, STANTEC will be liable only for its failure to exercise diligence, reasonable care and professional skill. This standard of care is the sole and exclusive standard of care that will be applied to measure STANTEC's performance. There are no other representations or warranties expressed or implied made by STANTEC. In particular, but not by way of limitation, no implied warranty of merchantability or fitness for a particular purpose shall apply to the SERVICES provided by STANTEC nor shall STANTEC warrant or guarantee economic, market or financial conditions, proforma projections, schedules for public agency approvals, or other factors beyond STANTEC's reasonable control. STANTEC does not warrant the SERVICES to any third party and the CLIENT shall indemnify and hold harmless STANTEC from any demands, claims, suits or actions of third parties arising out of STANTEC's performance of the SERVICES.

In performing the SERVICES under this AGREEMENT, STANTEC shall operate as and have the status of an independent contractor and shall not act as, or be an employee of the CLIENT.

The SERVICES performed by STANTEC shall be subject to the inspection and the review of the CLIENT at all times but such inspection and review shall not relieve STANTEC from its responsibility for the proper performance of the SERVICES.

TERMINATION: Either party may terminate this AGREEMENT without cause upon thirty (30) days' notice in writing. If either party breaches this AGREEMENT, the non-defaulting party may terminate this AGREEMENT after giving seven (7) days' notice to remedy the breach. On termination of this AGREEMENT, the CLIENT shall forthwith pay STANTEC for the SERVICES performed to the date of termination. Non-payment by the CLIENT of STANTEC's invoices within 30 days of STANTEC rendering same is agreed to constitute a material breach of this AGREEMENT and, upon written notice as prescribed above, the duties, obligations and responsibilities of STANTEC are terminated.

SUSPENSION OF SERVICES: If the project is suspended for more than thirty (30) calendar days in the aggregate, STANTEC shall be compensated for services performed and charges incurred prior to receipt of notice to suspend and, upon resumption, an equitable adjustment in fees to accommodate the resulting demobilization and remobilization costs. In addition, there shall be an equitable adjustment in the project schedule based on the delay caused by the suspension. If the PROJECT is suspended for more than ninety (90) days, STANTEC may, at its option, terminate this agreement upon giving notice in writing to the CLIENT.

ENVIRONMENTAL: Except as specifically described in this AGREEMENT, STANTEC's field investigation, laboratory testing and engineering recommendations will not address or evaluate pollution of soil or pollution of groundwater.

Where the services include storm water pollution prevention (SWPP), sedimentation or erosion control plans, specifications, procedures or related construction observation or administrative field functions, CLIENT acknowledges that such SERVICES proposed or performed by STANTEC are not guaranteed to provide complete SWPP, sedimentation or erosion control, capture all run off or siltation, that any physical works are to be constructed and maintained by the CLIENT's contractor or others and that STANTEC has no control over the ultimate effectiveness of any such works or procedures. Except to the extent that there were errors or omissions in the SERVICES provided by STANTEC, CLIENT agrees to indemnify and hold STANTEC harmless from and against all claims, costs, liabilities or damages whatsoever arising from any storm water pollution, erosion, sedimentation, or discharge of silt or other deleterious substances into any waterway, wetland or woodland and any resulting charges, fines, legal action, cleanup or related costs.

BUILDING CODES, BYLAWS AND OTHER PUBLIC REGULATIONS: STANTEC shall, to the best of its ability, interpret building codes, by-laws and other public regulations as they apply to the PROJECT and as they are published at the time SERVICES commence. Furthermore, STANTEC shall observe and comply with all applicable laws, ordinances, codes and regulations of government agencies, including federal, state, provincial, municipal and local governing bodies having jurisdiction over the conduct of the SERVICES ("LAWS"). However, it is expressly acknowledged and agreed by the CLIENT that as the PROJECT progresses such building codes, by-laws, other public regulations and LAWS may change or the interpretation of any public authority may differ from the interpretation of STANTEC, through no fault of STANTEC, and any extra costs necessary to conform to such changes or interpretations during or after execution of the SERVICES will be paid by the CLIENT.

STANTEC shall continue to provide equal employment opportunity to all qualified persons and to recruit, hire, train, promote and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws.

COST AND SCHEDULE OF CONSTRUCTION WORK: In providing opinions of probable cost and project schedule, it is recognized that neither the CLIENT nor STANTEC has control over the costs of labor, equipment or materials, or over the Contractor's methods of determining prices or time. The opinions of probable cost or project duration are based on

STANTEC's reasonable professional judgment and experience and do not constitute a warranty, express or implied, that the Contractor's bids, project schedules, or the negotiated price of the Work or schedule will not vary from the CLIENT's budget or schedule or from any opinion of probable cost or project schedule prepared by STANTEC. Exact costs and times will be determined only when bids have been received for the PROJECT and when the construction work has been performed and payments finalized.

ADMINISTRATION OF CONSTRUCTION CONTRACTS: When applicable, STANTEC shall provide field services during the construction of the PROJECT only to the extent that such SERVICES are included and defined in this AGREEMENT. The performance of the construction contract is not STANTEC's responsibility nor are STANTEC's field services rendered for the construction contractor's benefit.

It is understood and agreed by the CLIENT and STANTEC that only work which has been seen during an examination by STANTEC can be said to have been appraised and comments on the balance of any construction work are assumptions only.

When field services are provided by STANTEC, the authority for general administration of the PROJECT shall reside with STANTEC only to the extent defined in this AGREEMENT. In such case, STANTEC shall coordinate the activities of other consultants employed by the CLIENT, only to the extent that STANTEC is empowered to do so by such other consultants' contracts with the CLIENT.

STANTEC shall not be responsible for any contractor's failure to carry out the work in accordance with the contract documents nor for the acts or omissions of any contractor, subcontractor, any of their agents or employees, or any other persons performing any of the work in connection with the PROJECT. When field services are provided, no acceptance by STANTEC of the work or services of a construction contractor or other consultants, whether express or implied, shall relieve such construction contractor or other consultants from their responsibilities to the CLIENT for the proper performance of such work or services and further, STANTEC shall not be responsible to the CLIENT or to the construction contractor or to the other consultants for the means, methods, techniques, sequences, procedures and use of equipment of any nature whatsoever, whether reviewed by STANTEC or not, which are employed by the construction contractor or the other consultants in executing, designing, or administering any phases of the PROJECT, or for placing into operation any plant or equipment or for safety precautions and programs incidental thereto.

When field services are provided, STANTEC will not be designated as the party responsible for the compliance by others on the construction work site with the purposes or requirements of applicable environmental, occupational health and safety, or similar legislation. The CLIENT shall designate a responsible party, other than STANTEC, for the coordination and performance of environmental, occupational health and safety activities on the construction work site as required by applicable legislation and associated regulations.

JOBSITE SAFETY: Neither the professional activities of STANTEC, nor the presence of STANTEC or its employees and subconsultants at a construction site, shall relieve the CLIENT and any other entity of their obligations, duties and responsibilities with respect to job site safety. Subject only to applicable legislation, STANTEC and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions.

LIMITATION OF LIABILITY: The CLIENT releases STANTEC from any liability and agrees to defend, indemnify and hold STANTEC harmless from any and all claims, damages, losses, and/or expenses, direct and indirect or consequential damages, including but not limited to attorney's fees and charges and court and arbitration costs, arising out of, or claimed to arise out of, the performance of the SERVICES, excepting liability arising from the negligence or willful misconduct of STANTEC. JFM

It is further agreed that the total amount of all claims the CLIENT may have against STANTEC under this AGREEMENT or arising from the performance or non-performance of the SERVICES under any theory of law, including but not limited to claims for negligence, negligent misrepresentation and breach of contract, shall be strictly limited to the lesser of the fees paid to STANTEC for the SERVICES or \$500,000. No claim may be brought against STANTEC in contract or tort more than two (2) years after the cause of action arose. As the CLIENT's sole and exclusive remedy under this AGREEMENT any claim, demand or suit shall be directed and/or asserted only against STANTEC and not against any of STANTEC's employees, officers or directors. JFM

STANTEC's liability with respect to any claims arising out of this AGREEMENT shall be absolutely limited to direct damages arising out of the SERVICES and STANTEC shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the CLIENT, including but not limited to claims for loss of use, loss of profits and loss of markets.

INDEMNITY FOR MOLD CLAIMS: It is understood by the parties that existing or constructed buildings may contain mold substances that can present health hazards and result in bodily injury, property damage and/or necessary remedial measures. If, during performance of the SERVICES, STANTEC knowingly encounters any such substances, STANTEC shall notify the CLIENT and, without liability for consequential or any other damages, suspend performance of services until the CLIENT retains a qualified specialist to abate and/or remove the mold substances. The CLIENT agrees to release and waive all claims, including consequential damages, against STANTEC, its subconsultants and their officers, directors and employees arising from or in any way connected with the existence of mold on or about the project site whether during JFM

or after completion of the SERVICES. The CLIENT further agrees to indemnify and hold STANTEC harmless from and against all claims, costs, liabilities and damages, including reasonable attorneys' fees and costs, arising in any way from the existence of mold on the project site whether during or after completion of the SERVICES, except for those claims, liabilities, costs or damages caused by the sole gross negligence and/or knowing or willful misconduct of STANTEC. STANTEC and the CLIENT waive all rights against each other for mold damages to the extent that such damages sustained by either party are covered by insurance.

DOCUMENTS: All documents prepared by STANTEC or on behalf of STANTEC in connection with the PROJECT are instruments of service for the execution of the PROJECT. STANTEC retains the property and copyright in these documents, whether the PROJECT is executed or not. Payment to STANTEC of the compensation prescribed in this AGREEMENT shall be a condition precedent to the CLIENT's right to use documentation prepared by STANTEC. These documents may not be used for any other purpose without the prior written agreement of STANTEC. The CLIENT shall have a permanent non-exclusive, royalty-free license to use any concept, product or process which is patentable or capable of trademark, produced by or resulting from the SERVICES rendered by STANTEC in connection with the PROJECT, for the life of the PROJECT. The CLIENT shall not use, infringe upon or appropriate such concepts, products or processes without the express written agreement of STANTEC. In the event STANTEC's documents are subsequently reused or modified in any material respect without the prior consent of STANTEC, the CLIENT agrees to indemnify STANTEC from any claims advanced on account of said reuse or modification.

Any document produced by STANTEC in relation to the Services is intended for the sole use of Client. The documents may not be relied upon by any other party without the express written consent of STANTEC, which may be withheld at STANTEC's discretion. Any such consent will provide no greater rights to the third party than those held by the Client under the contract, and will only be authorized pursuant to the conditions of STANTEC's standard form reliance letter.

STANTEC cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format ("Electronic Files"). CLIENT shall release, indemnify and hold STANTEC, its officers, employees, consultants and agents harmless from any claims or damages arising from the use of Electronic Files. Electronic files will not contain stamps or seals, remain the property of STANTEC, are not to be used for any purpose other than that for which they were transmitted, and are not to be retransmitted to a third party without STANTEC's written consent.

PROJECT PROMOTION: Where the Client has control or influence over construction signage, press releases and/or other promotional information identifying the project ("Project Promotion"), the Client agrees to include STANTEC in such Project Promotion.

FORCE MAJEURE: Any default in the performance of this AGREEMENT caused by any of the following events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract: labor strikes, riots, war, acts of governmental authorities, unusually severe weather conditions or other natural catastrophe, or any other cause beyond the reasonable control or contemplation of either party.

GOVERNING LAW: This AGREEMENT shall be governed, construed and enforced in accordance with the laws of the jurisdiction in which the majority of the SERVICES are performed.

DISPUTE RESOLUTION: If requested in writing by either the CLIENT or STANTEC, the CLIENT and STANTEC shall attempt to resolve any dispute between them arising out of or in connection with this AGREEMENT by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. If a dispute cannot be settled within a period of thirty (30) calendar days with the mediator, if mutually agreed, the dispute shall be referred to arbitration pursuant to laws of the jurisdiction in which the majority of the SERVICES are performed or elsewhere by mutual agreement.

ATTORNEYS FEES: In the event of a dispute hereunder, the prevailing party is entitled to recover from the other party all costs incurred by the prevailing party in enforcing this AGREEMENT and prosecuting the dispute, including reasonable attorney's and expert's fees, whether incurred through formal legal proceedings or otherwise.

ASSIGNMENT AND SUCCESSORS: Neither the CLIENT nor STANTEC shall, without the prior written consent of the other party, assign the benefit or in any way transfer the obligations of this AGREEMENT or any part hereof. This AGREEMENT shall inure to the benefit of and be binding upon the parties hereto, and except as otherwise provided herein, upon their executors, administrators, successors, and assigns.

PROTECTION OF PRIVACY LAWS: STANTEC will comply with its statutory obligations respecting the collection, use, disclosure, access to, correction, protection, accuracy, retention and disposition of personal information that may be collected or created under this AGREEMENT. STANTEC will refer any request for access to or correction of personal information that is made under statute to the CLIENT and will comply with any directions from the CLIENT respecting the access request, or respecting correction and annotation of personal information. STANTEC will, at reasonable times and on reasonable notice, allow the CLIENT to enter its premises and inspect any personal information of the CLIENT's that is in the custody of STANTEC or any of STANTEC's policies or practices relevant to the management of personal information subject to this AGREEMENT.

ENTIRE AGREEMENT: This AGREEMENT constitutes the sole and entire agreement between the CLIENT and STANTEC relating to the PROJECT and supersedes all prior agreements between them, whether written or oral respecting the subject matter hereof and no other terms, conditions or warranties, whether express or implied, shall form a part hereof. This AGREEMENT may be amended only by written instrument signed by both the CLIENT and STANTEC. All attachments referred to in this AGREEMENT are incorporated herein by this reference; however, in the event of any conflict between attachments and the terms and conditions of this AGREEMENT, the terms and conditions of this AGREEMENT shall take precedence.

SEVERABILITY: If any term, condition or covenant of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this AGREEMENT shall be binding on the CLIENT and STANTEC.

THE PARTIES EXPRESSLY ACKNOWLEDGE THAT THIS AGREEMENT CONTAINS LIMITATION OF LIABILITY PROVISIONS RESTRICTING RIGHTS FOR THE RECOVERY OF DAMAGES.

The Parties, intending to be legally bound, have made, accepted and executed this AGREEMENT as of the Agreement Date noted above.

TOWN OF ORLEANS**STANTEC CONSULTING SERVICES INC.**

John Kelly, Town Administrator
Print Name and Title

Garry McCarthy, P.E., Principal
Print Name and Title

Signature _____

Signature _____



PROFESSIONAL SERVICES AGREEMENT ATTACHMENT "A"

Attached to and forming part of the AGREEMENT BETWEEN:

TOWN OF ORLEANS

(hereinafter called the "CLIENT")

- and -

STANTEC CONSULTING SERVICES INC.

(hereinafter called "STANTEC")

EFFECTIVE: August 6, 2014

This Attachment details the SERVICES, CONTRACT TIME, CONTRACT PRICE, ADDITIONAL CONDITIONS and ADDITIONAL ATTACHMENTS forming part of the above described AGREEMENT.

SERVICES: STANTEC shall perform the following SERVICES:

See attached Exhibit A – Wastewater and Septage Planning Scope of Services

(hereinafter called the "SERVICES")

CONTRACT TIME: Commencement Date: [August 8, 2014]

Estimated Completion Date: [May 30, 2015]

CONTRACT PRICE: Subject to the terms below, CLIENT will compensate STANTEC as follows:

See attached Exhibit B – Wastewater and Septage Planning Budget Fee Sheet

Where not stated as being included in the fees, project specific subconsultant, contractor, lab and other similar third party charges will be charged as invoiced to STANTEC with a eight percent (8%) markup.

Unless otherwise noted, the fees in this agreement do not include any value added, sales, or other taxes that may be applied by Government on fees for services. Such taxes will be added to all invoices as required.

Where the SERVICES or services conditions change, STANTEC shall submit to the CLIENT in a timely manner, documentation of the revisions to Attachment "A" adjusting the Contract Services Time and Price as required.

ADDITIONAL CONDITIONS: The following additional conditions shall be read in conjunction with and constitute part of this AGREEMENT:

No Additional Conditions

ADDITIONAL ATTACHMENTS: The following additional attachments shall be read in conjunction with and constitute part of this AGREEMENT:

Exhibit A and Exhibit B.

INSURANCE REQUIREMENTS: Before any services are provided under this agreement, STANTEC shall procure, and maintain in effect during the term of this agreement, insurance coverage in amounts and on terms not less than set forth below.

General Liability: Commercial general liability insurance for personal and bodily injury, including death, and property damage in the amount of \$1,000,000 each occurrence and not less than \$2,000,000 in the aggregate.

Automobile Liability: Automobile liability insurance for bodily injury, including death, and property damage in the amount of \$1,000,000 each occurrence.

PROFESSIONAL SERVICES AGREEMENT
ATTACHMENT "A"

Professional Liability: Professional liability insurance for damages incurred by reason of any negligent act, error or omission committed or alleged to have been committed by STANTEC in the amount of \$1,000,000 per claim and in the aggregate.

Workers' Compensation: As prescribed by applicable law.

Certificates: Upon request, STANTEC shall provide certificates of insurance evidencing coverage required above. Each certificate shall provide that the coverage therein afforded shall not be cancelled except with thirty (30) days prior written notice to the CLIENT.

Exhibit A

Town of Orleans Wastewater and Septage Planning Scope of Services

July 18, 2014

PROJECT BACKGROUND AND APPROACH

The Town of Orleans (Town) has developed much wastewater and septage management planning information from previous evaluations. The Town wants to complete additional evaluations that utilize and build on the previous evaluations and meet the following goals:

1. Provide engineering, planning, and hydrogeologic studies necessary for development of septage, wastewater, groundwater, and stormwater management plans needed to maintain and protect the water resources of the Town.
2. Integrate relevant components of the Comprehensive Wastewater Management Plan (CWMP) completed by the Town in 2011, a new Adaptive Management Plan developed under this scope of services, and key elements of the Cape-wide Section 208 Water Quality Management Plan (208 Plan) being developed by the Cape Cod Commission (CCC).
3. Advance planning in the following areas:
 - Decentralized Site Investigations—Conduct further evaluations and screening of sites in Orleans that may be suitable for decentralized cluster treatment and/or groundwater recharge facilities, including sites outside of the Namskaket watershed that would be suitable to receive the discharge from the Tri-Town plant.
 - Tri-Town Treatment and Reuse Options—Conduct evaluations of the feasibility and cost implications of using approved state-of-the-art technologies for advanced treatment of septage and wastewater at the Tri-Town site, including the generation of energy from treatment byproducts, the beneficial use of non-potable treated effluent, and alternative ownership/delivery options.
 - 208 Plan Items—Integrate the continuing Orleans wastewater planning process with the resources, regulatory initiatives, technology assessments, funding options, and other recommendations emerging from the 208 Water Quality Management Plan being developed by the CCC as available at the start of the project.
 - Public Engagement Items—Support an effective public engagement program that will encourage public input, build general understanding of the options and issues, and lead to consensus and full community support of the resulting plan and its goals.

The overarching goal of these services is to provide additional studies, investigations and financial options to develop a broad-based, Adaptive Management Plan with a 40-year perspective that considers new information and alternative approaches and takes advantage of the

planning and guidance being developed through the 208 process as well as existing data, costs, and studies previously prepared for Orleans. This information will be summarized in a Revised CWMP.

The Town is developing an extensive public engagement program that will engage a newly formed Water Quality Advisory Panel (WQAP) as well as the Town public. That program will be coordinated by Mike Domenica of Water Resources Associates and Stacy Smith of Consensus Building Institute (CBI). Much decision-making will be made by the WQAP and the project scope may change based on decisions of the WQAP during review of draft deliverables. The scope will remain flexible for changes as directed by the WQAP and the budget will contain allowances to respond to the changes as described below and in the budget summary.

Costs developed for this project will be planning level costs. Sources for costs include costs from previous Orleans evaluations, engineer's experience on similar projects and commercial cost estimating guidelines. Costs shall be referenced to Engineering News Record Cost Index for August 2014 and projected ahead to August 2018 using an inflation rate as agreed by the Town. Engineer shall make use of markup factors for a number of cost items including, but not limited to, general conditions, site work, electrical, piping, fiscal, legal and engineering, etc. A contingency of 40-percent (to be agreed upon by the Town) will be applied to account for the level of accuracy of the cost estimates. A technical memorandum for cost estimating will be produced by the Engineer to provide more detail and allow Owner to comment.

SCOPE OF SERVICES

The following tasks define the project scope.

1.0 Project Start-up and Needs Summary

- 1.1 Project Kick-off Meeting - Attend a project kick-off meeting with the Town of Orleans staff and other consultants involved in the project.
- 1.2 Information and Data Collection and Review - Collect, review and summarize all previous studies and information related to the Tri-Town facility, the CWMP, MEP studies and other information related to water quality management planning in Orleans, including:
 - Massachusetts Estuaries Project (MEP) and Mass DEP TMDL documents
 - Town Web Site Documents on "BOS Wastewater Materials after 2013 Special Town Meeting"
 - Town Web Site Documents on "Current CWMP/Wastewater Information"
 - Town Web Site Documents on "Wastewater Steering Committee Information (Sunset Dec. 2009)"
 - Town Web Site Documents on "Wastewater Validation Committee Information (Sunset Dec. 2009)"
 - Other technically suitable information generated by various agencies or organizations that is reliable useful in accomplishing other elements of this scope of services.

- 1.3 Summary of Needs Summary – Develop a draft memorandum summarizing the conclusions and recommendations of previous water quality studies and information. The summary shall:

- Identify the specific estuary or pond to which the information applies.
- State the sources of the information, outlining water quality impairments, the causes and severity of the impairments and any recommendations for additional studies or remedial actions.
- Include a map highlighting the impaired ponds and estuaries, their wastewater shed areas and other information relative to the assessment.

This task is intended to summarize existing information, studies and other sources of data. It does not include collection of any new data or information.

2.0 Septage and Food Waste Market Study

Septage and Food Waste Market Study—Complete a study of the current and future septage, food waste and source separated organics (SSO) market on lower and outer Cape Cod, focusing on the conditions, threats and opportunities that will govern the long-term feasibility and financial viability of the Tri-Town Septage Treatment Plant. The study shall include the following elements:

- 2.1 Define the existing and estimated future quantities, quality, geographic locations of generation, collection and transport practices for septage and fats, oils, and grease (FOG), considering the change in septage generation rates and locations under various future centralized and clusters system sewerage scenarios in lower and outer Cape towns of Orleans, Brewster, Harwich, Chatham, Eastham, Truro, Wellfleet, and Provincetown.
- 2.2 Conduct a preliminary assessment of the impacts of the Massachusetts legislation prohibiting the disposal of food waste in municipal landfills on the commercial establishments, stores and restaurants in lower and outer Cape towns, including:
 - A summary of the specific requirements of the legislation to food stores, restaurants and other businesses generating significant food waste.
 - Assessment of alternatives for compliance with the requirements available to stores, restaurants and other impacted businesses on the lower and outer Cape.
 - Outline of the potential opportunities and issues related to the use of a new or upgraded facility at the Tri-Town site to receive and treat food waste, including a preliminary evaluation of potential sources, characteristics and quantities of food waste; site and transportation requirements; capital and operating costs; estimates of revenue and overall economic feasibility; and the environmental and neighborhood issues and the management issues related to co-treatment of septage, wastewater, FOG and food waste at the Tri-Town site.

- Other market and other issues related to co-treatment of food waste at the Tri-town site.
 - If deemed potentially feasible, include the receiving and treatment of food waste as an option in the following subtasks and overall financial business model for the Tri-Town facility.
- 2.3 Identify private companies that service septic systems on the Cape, including the size, time in business, service area, capacities and other key factors influencing septage management practices.
 - 2.4 Identify current facilities that receive and treat and/or dispose of Cape sources of septage and SSO, including, in addition to the Tri-town Plant, the Yarmouth-Dennis (Y-D) Septage Treatment Facility, the wastewater treatment facilities in Chatham, Hyannis, Wareham and Falmouth and other locations, if any. Collect information to define the age of each facility, plans for expansions or upgrades, the average and peak design capacities, the current average monthly and peak month flows, the available capacity to receive additional septage, the service areas, per gallon charges, permit requirements, capital repair and replacement requirements, method of disposal of residual solids and other factors.
 - 2.5 Identify and collect, as available, the information listed in 1.2.4 above for off-Cape facilities that are available and likely to receive septage flows and SSOs from Cape towns.
 - 2.6 Define the financial framework governing septage management on the Cape and particularly in the lower and outer Cape towns, including the actual costs of septage collection and disposal services, customer prices and the range of prices charged, the real costs of off-Cape options for transport and disposal and the factors that determine willingness-to-pay, price elasticity and market certainty. The economic factors that could govern the SSO market shall be discussed and estimated. Evaluate the risk associated with plant upgrades for septage only in light of potential changes in the market on other parts of the Cape.
 - 2.7 Provide a preliminary assessment, including the feasibility, location, capital and operating costs, of septage transfer stations that may be required for off-Cape disposal options for outer and lower Cape towns if the tri-Town facility were to cease operations.
 - 2.8 Research other locations in the northeast or U.S where the responsibility for on-site disposal system management including septage pumping and system inspection has been assumed by a public entity. Identify potential changes in management practices related to septage management that could improve on-site system management on Cape Cod, including the potential positive and negative impacts of master contracts by a public management entity for on-site system inspection and septage collection and conveyance to treatment or disposal facilities.

- 2.9 Based on evaluation of the information collected above, make recommendations to the Town for future septage management practices, including:
- Expected average and peak septage and FOG generation and collection rates from Orleans and other towns on the lower and outer Cape to be used as parameters for treatment plant design
 - Pricing factors and recommended pricing structure for septage tipping fees
 - Summary of regulatory and management options for maintaining septage revenue and providing environmental protection in areas served by on-site systems.
- 2.10 Prepare for and make a presentation of results and recommendations to the Town of Orleans.
- 2.11 Prepare draft technical memorandum summarizing results and recommendations
- 3.0 Tri-Town Plant Options**—Evaluate a range of options for use of the Tri-Town facilities and site that provide for long-term management of the wastewater, septage and FOG and that consider SSOs and other sources of organic waste products as inputs to the new facility.
- 3.1 Define and evaluate existing and emerging technologies for co-treatment of wastewater, septage, high-strength waste (FOG), food waste and solid waste. Describe in detail the characteristics of various advanced processes, the quality and uses of effluent, amount of energy generation and the production of other beneficial bi-products. Provide examples of locations where such technologies are being utilized at a comparable scale, summarizing the capital and operating costs, total treatment costs per gallon, effluent quality and reuse practices, land requirements and other relevant information. Define the space and access requirements of these technologies.
- 3.2 Tri-Town Process and Service Area Options - Using the results of the septage market study (but initiate the evaluation concurrent with the market study), develop various treatment/reuse options or sub-options for the Tri-Town site as alternatives to the prior CWMP plan. Each of the options shall include, as applicable, a flowchart, process descriptions, conceptual design parameters (flows and loads) and other information. Each option shall address and quantify the complete cycle of generation-treatment-reuse disposal of wastewater, septage, FOG, food waste and solid waste sources, defining the sources, conveyance/collection methods, treatment processes and liquid and solid product reuse plans. The options shall include:
- Demolition of the Tri-Town facility with either abandonment of the plant site for wastewater management use or use of the site as a septage transfer station.
 - Septage Treatment Only - Three options that include reducing the capacity of an upgraded facility to that capacity required to receive and

treat, 1) only the septage flows from the Town of Orleans, 2) only the septage flows from the current tri-Town District of Orleans, Eastham, and Brewster, 3) septage from the three Tri-Town members and other lower and outer Cape communities. Information from the recent Stantec Report on the Tri-Town Plant will be reviewed and confirmed for this sub-task.

- Septage and Wastewater Treatment - Four options will be developed to provide centralized treatment and disposal for wastewater generated from:
 - Only the “Downtown” area (to be defined),
 - The Downtown area plus limited areas of Eastham along Route 6(to be defined),
 - The Phase 1 Area of the CWMP
 - The Phase 1 and 2 areas of the CWMP ,

Each of these options will also include septage from the current service area on the lower and outer Cape. These options shall include evaluation and conceptual layout of the collection, pumping and transport system most appropriate for sewerage these areas, considering that sewerage of these areas may be replaced by more cost-effective and/or sustainable methods of wastewater management that meet water quality goals. This evaluation of these 4 areas will utilize available information on the size, location, age and other data collected by the Orleans Department of Health related to on-site systems in these areas. This evaluation shall also include a detailed assessment of the feasibility and life-cycle cost benefit of using STEP and/or STEG systems to connect parcels in the Phase 1A Area to a sewer system.

Flows developed for this evaluation will be based on the flows developed by earlier evaluations of these areas in the CWMP.

This evaluation will be summarized in a draft Technical Memorandum.

- Several options that, in various combinations to be recommended by the consultant:
 - Expand the treatment configuration to include processes that generate energy for in-plant use or sale.
 - Generate an effluent quality suitable for non-potable reuse as described below.
 - Use biosolids generation within the plant to produce a beneficial bi-products with commercial value or to lower disposal costs
 - Maximize heat recovery and energy conservation within the plant.
 - Other treatment or management options that lower operating costs or generate revenue from use of end products from the plant.

- Maximize the reuse or other disposition of effluents that eliminate or minimize discharge of treated effluent to Namskaket Marsh.

This evaluation will be summarized in a draft Technical Memorandum.

- 3.3 Decentralized Downtown Service Options—Identify, define and evaluate options for providing wastewater services to downtown dischargers using decentralized cluster systems in the downtown Phase 1 area in lieu of collection and treatment at the Tri-Town plant. Include in this evaluation, assessment of the use of STEP and STEG systems to connect users to the proposed treatment facilities.

Provide conceptual-level layouts of collection, conveyance, treatment, disposal and reuse facilities necessary for each of the options identified above.

This evaluation will be based on:

- Site information developed in Task 2 of this Scope
- Costs from other Cape Cod cluster/small municipal systems
- Costs developed in previous Orleans documents
- Unit costs for collection system and STEP components

This evaluation will be summarized in a draft Technical Memorandum

- 3.4 For each Tri-Town Site option, define the site requirements and evaluate the adequacy of the Tri-Town site considering environmental constraints, hydrogeologic limitations and other factors. Preliminary consultations will be held with the Massachusetts Historical Commission and the Massachusetts Natural Heritage and Endangered Species Program offices.

- 3.5 Conduct preliminary investigations of the markets for various recovered resources including:

- Non-potable reclaimed water
- Electricity
- Renewable natural gas
- Soil amendments/nutrients
- Thermal energy.

- 3.6 For options involving non-potable reuse, identify and develop evaluations of potential reuse locations, reuse site requirements, seasonal and year-round application limitations, transport distances and methods, public acceptance, owner interest and other key factors. Options should consider those outlined in the CWMP, specifically in Plan 3 of the CWMP, including reuse both within the plant, on the open space and fields in the Town and golf courses or large open areas in neighboring towns requiring irrigation or fertilization.

As part of this task the Consultant, in coordination with Town staff, will initiate discussions with owners, officials and other appropriate parties related to their need for and interest in reuse or non-potable water. This task will also require discussions with DEP and the Cape Cod Commission to confirm/define requirements for use of treated effluent, including level of treatment, permitting processes, monitoring requirements and other issues.

- 3.7 For each option, develop planning level capital and operating cost estimates for all facilities. Also, develop estimates of revenue generated (e.g. tipping fees for septage, SSO, non-potable water reuse, etc.) from each option. Estimates from previous studies will be indexed to the most appropriate current cost datum for comparative purposes. The evaluation shall develop, using the financial model, resulting homeowner and business costs for wastewater and septage disposal under each option. Treatment options shall be summarized in a list of alternatives (from literature review and past experience), these technologies shall be screened and the best single technology to achieve a stated goal (co-digestion, for example) shall be utilized in the cost estimates.

This evaluation may be preceded by a draft Technical Memorandum to summarize cost estimating methodology including capital cost development and O&M cost development.

- 3.8 Develop a preliminary assessment of economic, environmental and social advantages and disadvantages of the various Tri-Town management options developed in this task.
- 3.9 Tri-Town Plant Recommendations—Develop clear and detailed recommendations for the Tri-Town plant and site including, if the plant is to be used going forward, service areas and estimates of septage, wastewater and other inputs to the plant, rates and quality of effluent, process flow diagrams and design criteria, life-cycle cost estimates (integrated with the financial plan), site and facility layouts, discharge locations, plans for collection system type, and discharge conduit route(s) with approximate pump station locations based on previous CWMP locations. All plans and layouts shall be conceptual and shall be provided on 8-1/2 x 11 or 11x17 figures.

This draft plan will be presented in a group of six (6) TM as identified below:

- TM for Flows and Loads of the Tri-Town service area
- TM for Collection, Pumping and Transport
- TM for Tri-Town treatment processes
- TM for Decentralized Treatment Options
- TM for Cost Estimating Methodology
- TM for Tri-Town Draft Recommended Plan

- 4.0 Decentralized Treatment/Disposal Sites Evaluations** - The goal of this task is to develop and apply more detailed screening and evaluation criteria in order to advance the understanding of the suitability and technical feasibility of using specific previously identified sites and other additional sites in Orleans for decentralized facilities for

treatment and/or groundwater recharge of treated wastewater. This task will be based on the “Plan 1” option of the CWMP and Figure 4.1 of the *Preliminary Design Report on the Technical Review and Cost-Analysis of Comprehensive Wastewater Management Plan Options*, (the 2012 PDR) providing more specific information for evaluating and screening sites identified for that plan and additional sites identified by the Town since the CWMP was completed.

A second major goal of this task is to identify, complete preliminary studies for and screen sites for use as alternative disposal-groundwater recharge sites for the effluent from the Tri-Town plant.

Under this task the Consultant will complete the following subtasks:

- 4.1 Collect and review existing information on sites previously identified in the CWMP and by the Town of Orleans since completion of the CWMP, including the 2012 PDR. Review additional information collected by the Town on these sites
- 4.2 Meet with Town staff and others, as appropriate, to:
 - Conduct a preliminary screening of the sites considering changes in ownership of the sites, development on the sites and other information readily available to the Town
 - Develop a short-list of remaining sites, including those added by the Town.
- 4.3 Using criteria developed and applied in consultation with Town staff, identify (or confirm from the CWMP and 2012 PDR) the sites suitable for treatment, those suitable for disposal and those suitable for both treatment and disposal. Include sites that may be suitable for use as disposal-recharge sites for the Tri-Town plant effluent. Prioritize the sites based on the criteria.
- 4.4 Develop conceptual level layouts of plant and disposal facilities for the various decentralized sites as defined above, as well as conceptual locations and layouts for collection and conveyance conduits to the treatment facilities. Estimate (or confirm previous estimates) of treatment and/or disposal capacities that could be permitted for each site.
- 4.5 Taking off from Plan 1 of the CWMP and the 2012 PDR, update the layout of treatment and disposal sites and collection/conveyance routes in that plan, including the alignments for the discharge from the Tri-Town plant. Identify those sites no longer available or viable. Refine the plan layout, substituting sites from Subtask 2.3 above for those sites no longer viable.

For this subtask, sites and conceptual layout will be provided with and without the inclusion of the Phase 2 area in the centralized collection and treatment area to be served by the Tri-Town facility (i.e. with the Phase 1 area and separate from the Phase 1 area).

Prioritize sites for additional data collection based on importance of the site, overall suitability for intended use and other factors.

4.6 In consultation with Town staff, define criteria relevant for site selection; prioritize/select criteria for this next stage of evaluation for priority sites; define metrics to be used for each criterion in screening evaluation. Criteria could include:

- Soil suitability (for disposal sites)
- Depth to groundwater
- Site size and shape
- Site access
- Conveyance distance to treatment and distance to disposal
- Type and location of abutters
- Location of wetlands, buffer zones, vernal pools
- Existing buildings, infrastructure (utilities), vegetation (trees)
- Potential for sensitive habitat or archaeological resources issues.

4.7 Conduct additional field studies on priority sites as agreed with the Town to provide information on key siting criteria. Work with Town staff to gain permission for site access as required. An allowance for field studies will be included in the project budget to be allocated as agreed with the Town before starting field investigations. One possible field study is use of the USGS groundwater model to provide a preliminary evaluation of treated-water flow from the infiltration site (particle tracking) and mounding of the groundwater at the infiltration site to provide additional information of the site feasibility

4.8 Based on results of field investigations adjust the configuration collection, treatment, transport and disposal facilities to reflect site suitability and preferences. Alternative configurations will be presented in situations for which insufficient information or significant siting or alignment issues exist.

4.9 Prepare for and attend up to three meetings with Town staff. Present findings of the investigation to the Town in public workshops

4.10 Prepare a draft Technical Memorandum documenting information collected, findings and recommendations from the task.

4.11 Prepare a final Technical Memorandum with updates to the Adaptive Management Plan Document as described in Task 1.9.3.

5.0 Regulatory Coordination—Work with Town staff to coordinate and support the review and revision of the results of the studies with DEP, the Commission and other parties. Respond to comments and questions regarding the assumptions, approach, results and recommendations and other.

6.0 Preliminary Horizontal Directional Drilling (HDD) Evaluations

6.1 Provide a briefing to Town staff describing in detail various trenchless technologies that may be applicable to this project. Describe the design and

construction methods, key issues, advantages and disadvantages and cost metrics associated with the technology.

- 6.2 In collaboration with Town staff, select up to 4 segments of sewer line in the Phase 1 and 2 areas that may be candidates for use of HDD trenchless technology, based on soil conditions, types and density of underground utilities, number and type of lateral connections and other factors. A General Contractor that has installed many miles of small diameter sewer pipe with HDD will be available (possibly by phone or video) for this meeting or for a public workshop.
 - 6.3 For each selected segment; 1) use new survey information provided by the Town along with available soil and GIS information, and 2) develop profile (up to 1,000-foot long) drawings/sketches showing the estimated utility location, available soil strata and other relevant features.
 - 6.4 For each segment recommend the most applicable sewer installation technology, identify engineering and construction feasibility issues, describe key design and construction issues and estimate construction costs per foot, along with recommended contingency factors. Compare estimated costs to the costs developed in previous studies including the CWMP and the September 2012 Preliminary Design Report prepared for the Town, as well as recent Cape Cod costs for similar projects.
 - 6.5 Using results of the above task, evaluate the proposed alignments of all other segments of the previously proposed Phase 1 and 2 sewer systems and identify the segments for which trenchless technology might be applicable. Estimate the overall cost savings that could be incurred using trenchless technology and make recommendations for additional evaluation or studies to be done during future design phases if such are undertaken.
 - 6.6 Prepare a draft technical memorandum summarizing the results and recommendations of the evaluation.
- 7.0 Develop an Adaptive Management Plan** - The purpose of this task is to develop a long-term plan to conduct studies, monitoring programs, project performance reviews, financial analyses and other tasks required to develop or confirm plans for projects and management actions that go beyond those actions recommended for short-term implementation in the first phase of the wastewater management program resulting from this project.

The Adaptive Management Plan shall link with recommendations and results from the 208 Program (as available at the time of project startup) related to general effectiveness, cost and implementation requirements for various technologies and management options. It will also be developed in parallel with the evaluation of options for the Tri-Town plant under Task 1.3 above. Decisions on recommendations will be based on the integration of the results of both tasks to develop and integrated plan that defines both short-term and long-term wastewater management activities.

Components of the plan that will be evaluated and considered for the plan shall include:

- 7.1 Alternative technologies for nutrient and water quality management including non-traditional technologies such as aquaculture, oyster reefs, permeable reactive barriers and other promising technologies. The Consultant will gather and summarize information being developed by other pilot programs on Cape Cod, as well as relevant literature from other studies and applications in similar locations. For each technology the performance history, design life, life-cycle cost, operational logistics, significant risks, implementation timeframes and timeframes for expected water quality improvements shall be estimated based on best available information. Locations in Orleans where such technologies may be applicable shall be identified.

The following technologies will be evaluated with evaluations summarized in draft Technical Memoranda:

- Intensive oyster aquaculture
- Oyster reefs
- Permeable Reactive Barriers (PRBs)
- Fertigation
- Ecotoilets & Urine Diverting Toilets
- Fertilizer Management
- Advanced I/A systems
- Inlet Widening or Other Hydraulic Modifications
- Watershed modifications
- (Non-potable reuse to be evaluated under Tri-Town Options)

The process of building consensus around the practical extent to which non-traditional solution can be effective in Orleans is envisioned to begin early in the project depending on the public engagement process, and be an integral part of the fact-finding that informs the draft Technical Memoranda for each alternative. Specifically, to identify realistic locations for alternatives such as shellfish (both reefs and aquaculture), fertilization, watershed modifications and PRBs, site visits coupled with a working session with relevant town staff and stakeholders to look critically at preliminary sites is necessary. For eco-toilets and fertilizer control, public acceptance/interest must be evaluated. This consensus-based approach begins to educate decision-makers and activists about the opportunities as well as the limits of alternatives. It also reveals whether there are site-specific issues that need to be evaluated before feasibility can be realistically determined. The Town will need to provide these opportunities for meeting with the decision makers and Town staff

- 7.2 Implementation of decentralized wastewater collection, treatment and disposal alternatives, including cluster systems and systems utilizing STEP and STEG technologies, taking off from results of previous studies.

This task will be combined with the 1.3.3 task but will be developed in a conceptual manner for evaluation of this concept expanding from the downtown area (Phase 1 Area) for application Town wide. Information will be summarized in the same draft Technical Memorandum as Task 1.3.3.

Stormwater management activities including the planning and management activities currently being undertaken by the Town under separate contract. The Consultant will summarize the current program, the goals, methods of analyses, stormwater management alternatives considered, estimates of nitrogen and/or phosphorus reduction that could be achieved, and recommendations for future stormwater management actions in Orleans watersheds. The Consultant shall recommend measures to integrate the current stormwater management program into the Adaptive Management Plan. This information will be summarized in a draft Technical Memorandum.

7.3 Actions necessary for control of nutrient enrichment of ponds.

The ponds evaluation work completed in January 2007 as well as other previous data-collection and evaluation activities in Orleans will be summarized in a draft Technical Memorandum with recommended steps to evaluate Ponds Remediation Alternatives and develop an Action Plan similar to other municipal Pond Action Plans completed on Cape Cod

7.4 The Consultant will review previous buildout projections upon which earlier studies were based, and recommend possible updates to the current buildout projection. This task will be completed through the following subtasks:

- Review previous buildout projections used in Town Wastewater evaluations as well as the most recent Cape Cod Commission (CCC) projections for the Town.
- Discuss differences and possible next steps to rectify differences
- Summarize findings in a draft Technical Memorandum

7.4 Preparation of Draft Adaptive Management Plan—Using results of stakeholder workshops and in consultation with the Town, DEP, the Cape Cod Commission and other parties, develop a draft Adaptive Management Plan (AMP) that reflects results and evaluations of the above tasks. The AMP shall include:

- Recommendations for clearly beneficial and affordable *near-term actions* including structural and non-structural measures, pilot projects, management measures and other actions that address town-wide water quality management needs including plans for the Tri-Town plant.
- Recommendations for *intermediate and long-term measures* that reflect results of the analyses of the full range of technologies, management approaches, regulatory changes, information needs and other options, including those recommended by the 208 Program.
- Recommendations for additional pilot testing of technologies that may be applicable to certain areas of the watersheds.

- Recommendations for ongoing financial planning to project capital and operating costs, revenues, user costs by category of user, projected financing methods and other relevant financial metrics.
- A 40-year implementation schedule for the near-, intermediate and long-term actions, including recommended projects, pilot projects, additional studies and periodic updates of the adaptive plan. The schedule shall include timeframes for regulatory review and approval, stakeholder engagement and other activities that support long-term implementation of the AMP. The schedule shall also, based on best available information, project timeframes that water quality improvements and goals may be attained.
- The AMP shall, to the degree possible, work within the current DRI and MEPA approvals, using regulatory flexibility and recommendations of the 208 Program to develop future management plans that meet expected future regulatory requirements, anticipating greater flexibility and acceptance of various technologies and management approaches.

7.6 Identify monitoring and modeling requirements necessary to monitor performance of projects, track progress of water quality improvements and refine plans for future actions needed to meet water quality goals. This information will be summarized in the Draft Adaptive Management Plan.

7.7 In cooperation with the Town, provide technical, cost and communications support to the Town related to coordination with the Towns of Eastham and Brewster on multi-town options for uses of the Tri-Town plant and other regional septage and wastewater management alternatives. This task will include:

- Review of previous regional wastewater evaluations as completed in Task 1.1
- Discussions among stakeholder members regarding various regional ownership and management options involving Eastham and Brewster for the Tri-Town Facility, should the existing facility or a new facility be recommended.
- Summary of activities, findings and proposed next steps in a draft Technical Memorandum.

8.0 Financial Model and Analyses - The following tasks will be completed by the Consultant related to financial planning:

8.1 Develop and run a 20-year financial model that allows the Town to evaluate a full range of variables that will govern wastewater and septage costs and revenues. The model shall have the capability to:

- Account for capital costs to be spent at various stages of overall system implementation and annual operating costs for various components of the system where costs may be allocated by usage (e.g. septage facilities vs. treatment facilities vs. conveyance facilities).

- Account for of capital and operating cost escalation due to inflation.
 - Account for flows to shared facilities from various user categories such as single family residences, commercial establishments, institutions users, (e.g. schools) and other classes of user.
 - Account for septage and food waste received from Orleans disposers/dischargers, Orleans-Brewster-Eastham dischargers and other dischargers outside of the tri-town boundaries.
 - Reflect capital cost sharing through public-private partnerships for customers with higher flows and/or wastewater strength.
 - Account for a full range of funding sources and associated financing terms including state and/or federal grants (e.g. USDA), SRF loans, tax levies, external fees and taxes (meals tax, etc.), betterment fees, user fees and other options.
 - Reflect on-going, periodic repair, replacement and asset management costs.
 - Account for reserve account requirements for on-going management of the system including renewal and replacement accounts, a debt services reserve account, an operating reserve fund and a working capital reserve fund.
 - Reflect terms and conditions of typical design-build-operate (DBO) or design-build-operate-finance (DBOF) operating contracts over the 20 or 30 year life of the system. It should be noted that an enhancement of this task may be needed to fully understand all implications associated with this type of contract.
 - Evaluate the requirements, key issues, advantages and disadvantages related to alternative project delivery options such as design-build-operate (DBO) or design-build-operate-finance (DBOF) operating contracts. Outline the process, timeframe and requirements necessary for use DBO or DBOF delivery methods in Massachusetts.
 - Account for various sources of revenue such as revenue from tipping fees for septage and food waste, sale of non-potable water, wastewater user fees, sale of energy and other sources.
- 8.2 Meet with Town staff in up to five meetings to plan the model, review functionality of the model, review results of analyses and plan follow-up actions (included is one kickoff meeting).
- 8.3 Prepare a draft and final technical memorandum summarizing the methodology and mechanics of the model, assumptions used in the analyses and the results and recommendations of the financial analyses.
- 8.4 Develop and use built-in graphics and tables to compare key metrics for the full range of scenarios for decision making.

- 8.5 Outline the requirements, advantages and disadvantages of various potential financing mechanisms such as District Improvement Financing (DIF), Tax Increment Financing (TIF) and other financing options. The financial model will be structured to be able to reflect such financing options and facilitate testing of various interest rates and other financial metrics.
 - 8.6 Evaluate the requirements, key issues, advantages and disadvantages related to alternative project delivery options such as design-build-operate (DBO) or design-build-operate-finance (DBOF) operating contracts. Outline the process, timeframe and requirements necessary for use DBO or DBOF delivery methods in Massachusetts.
 - 8.7 In cooperation with Town staff, run model and screen various Tri-Town options and adaptive management options to develop a long-term financial plan. Recommend the most advantageous financial implementation plan based on analyses of a full range of decision metrics.
 - 8.8 Prepare a draft technical memorandum summarizing the methodology and mechanics of the model, assumptions used in the analyses and the results and recommendations of the financial analyses.
- 9.0 Public Engagement Support** - Public engagement for the program will be led by the Consensus Building Institute. Due to the uncertain nature of the services needed from the Consultant for this task, an allowance will be provided in the budget) which will be available to:
- 9.1 Assist the Town with technical information for a public engagement program to involve stakeholders in the above tasks to build town-wide understanding consensus on the resulting conclusions and recommendations of the studies and plans developed under this Scope of Services.
 - 9.2 The Consultant shall prepare for and attend (up to 20) monthly meetings and workshops with the stakeholder group providing the following support
 - 9.3 Prepare for and attend two meetings with DEP, the Cape Cod Commission and other parties to review the regulatory feasibility and requirements of technically viable options and to review the results of Subtasks 1.3 and 1.4.
 - 9.4 Prepare for and attend three meetings with the Towns of Eastham and Brewster to review overall goals for towns, alternative management options, financial analyses and the evaluation methodology and results. Run additional analyses to respond to question of the Towns, as required.
- 10.0 Revised CWMP and Adaptive Management Plan**
- 10.1 Revised CWMP Report (appending Technical Memoranda) and Adaptive Management Plan shall be prepared
 - 10.2 Attend up to three meetings and support review and modification of the document in response to comments of the Town, stakeholder groups, regulatory agencies, the Commission and other entities. Written comments shall be provided from these groups to assist in the finalization of these documents

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- 10.3 Receive written comments from the public engagement coordinators and finalize these documents. An allowance has been provided for this task
 - 10.4 Prepare for and provide presentations of results and report at two meetings of the Board of Selectmen and two public meetings.



Orleans, MA - Updated August 4, 2014
Wastewater/Septage Management Planning

Activity/Task	Stantec and Subconsultants		
	Sub-Total Hours	Expenses	Total Fee
Wastewater/Septage Management Planning DRAFT Budget Fee Sheet			
1.0 Project Startup and Needs Summary			
Project Management	8		\$ 1,670
1.1 Project Kickoff Meeting	16	250	\$ 3,039
1.2 Info and Data Collection and Review	20		\$ 3,248
1.3 Memo of Needs Summary	24		\$ 4,083
Mapping Effort for Needs Areas	60	250	\$ 6,322
SUBS	0		\$ -
Pioneer Consulting	0		
Scienceware	0		
	0		
Sub Markup (4% Fixed)	0		\$ -
Subtotal Hours	128		
Subtotal Fee		\$500	\$ 18,863
2.0 Septage and Food Waste Market Study			
Project Management	24		\$ 3,758
2.1 Current & Future Feedstock	18		\$ 3,219
2.2 Regulations	0		\$ -
Summary	4		\$ 835
Alternatives assessment	14		\$ 2,384
Opportunities & Issues	16		\$ 2,981
2.3 Survey existing private companies - Haulers	32		\$ 3,173
2.4 Survey existing septage treatment on Cape	38		\$ 4,425
2.5 Survey existing septage treatment off Cape	40	200	\$ 4,663
2.6 Financial Feasibility	16		\$ 2,981
2.7 Septage transfer facility evaluation	32		\$ 5,046
2.8 Public onsite options	18		\$ 3,758
2.9 Septage recommendations	0		\$ -
Design flows	0		\$ -
Pricing structure	0		\$ -
How to remain competitive in market	0		\$ -
2.10 Presentation to Town	8	200	\$ 1,670
2.11 Prepare Tech Memo	20		\$ 3,921
	0		\$ -
SUBS	0		\$ -
Pioneer Consulting			
Scienceware			
	0		
	0		\$ -
Sub Markup (4% Fixed)	0		\$ -
Subtotal Hours	280		

Orleans, MA - Updated August 4, 2014
Wastewater/Septage Management Planning

		Stantec and Subconsultants		
		Sub-Total Hours	Expenses	Total Fee
Activity/Task				
Subtotal Fee			\$400	\$ 43,216
3.0 Tri-Town Plant Options				
Project Management		26		\$ 3,776
3.1 Define existing and emerging technologies		100		\$ 13,259
3.2 Process and Service Area Options		116		\$ 15,347
3.3 Decentralized Downtown Service Options		150		\$ 17,528
3.4 TriTown Site Options		84		\$ 10,428
3.5 Investigate markets for recovered resources		24		\$ 3,596
3.6 Non-potable Water Reuse		48		\$ 6,090
3.7 Cost/Revenue Estimates - Financial Model				\$ 12,876
3.8 Assess Triple Bottom Line				\$ 5,429
3.9 Develop Draft Plan		156		\$ 20,694
SUBS		0		\$ -
Pioneer Consultants		0		
Scienceware		0		\$ -
Sub Markup (4% Fixed)		0		\$ -
Subtotal Hours		830		
Subtotal Fee			\$0	\$ 109,023
4.0 Decentralized Treatment / Disposal Sites				
Project Management		24		\$ 3,758
4.1 Collect and review info from CWMP		4		\$ 394
4.2 Meetings with Town (2 meetings)		40		\$ 4,710
4.3 Identify suitable sites (private vacant land, vacant town-owned land, existing private owned WWTPs)		76		\$ 8,659
4.4 Conceptual Layouts of plant and disposal sites		84		\$ 9,245
4.5 Update layouts of CWMP Plan 1		68		\$ 6,624
4.6 Define site selection criteria		56		\$ 6,148
4.7 Conduct field studies		56		\$ 5,581
4.8 Adjust Layouts based on new field investigations		80		\$ 7,700
4.9 Meet with Town Staff and in Workshops (total 3)		104		\$ 13,369
4.10, 4.11 Prepare draft and final Tech Memos		96		\$ 11,748
Site Mapping Effort		60		\$ 6,183
SUBS		0		\$ -
Pioneer Consultants		0		
Scienceware		0		\$ -
Sub Markup (4% Fixed)		0		\$ -
Subtotal Hours		748		
Subtotal Fee			\$0	\$ 84,129
5.0 Regulatory Coordination				
Project Management		16		\$ 2,714
5.1 Meetings with Town/DEP/Commission (total 5)		48	1000	\$ 8,642
5.2 Respond to Comments		40		\$ 7,122

Orleans, MA - Updated August 4, 2014
Wastewater/Septage Management Planning

Activity/Task	Stantec and Subconsultants		
	Sub-Total Hours	Expenses	Total Fee
SUBS	0		\$ -
	0		
	0		\$ -
Sub Markup (4% Fixed)	0		\$ -
	0		\$ -
Subtotal Hours	104		
Subtotal Fee		\$1,000	\$ 19,479
6.0 Prelim HDD Evaluations			
Project Management	22		\$ 3,190
6.1, 6.2 Meeting with Town and GC	24	300	\$ 4,083
6.3 Prepare plan/profiles	58		\$ 6,102
6.4 Recommend technology, compare costs	30		\$ 4,234
6.5 Evaluate Phase 1 and 2 alignments	30		\$ 4,234
6.6 Prepare draft Tech Memo	34		\$ 4,594
SUBS	0		\$ -
	0		
	0		\$ -
Sub Markup (4% Fixed)	0		\$ -
	0		\$ -
Subtotal Hours	198		
Subtotal Fee		\$300	\$ 26,736
7.0 Adaptive Management Plan			
Project Management	30		\$ 6,264
7.1 Alternative Technologies Tech Memos (4 total)	8		\$ 1,276
7.2 Decentralized treatment/Phase 1 Tech Memo	220		\$ 23,256
7.2A Stormwater Tech Memo	0		\$ -
7.3 Ponds Evaluation Tech Memo	0		\$ -
7.4 Buildout Projections Tech memo	0		\$ -
7.5 Draft Adaptive Management Plan		3000	\$ 17,458
7.6 Monitoring and Modeling Requirements			\$ 17,458
7.7 Coordinate TriTown alternatives with partner towns	0		\$ -
			\$ -
SUBS	0		\$ -
	0		

Orleans, MA - Updated August 4, 2014
Wastewater/Septage Management Planning

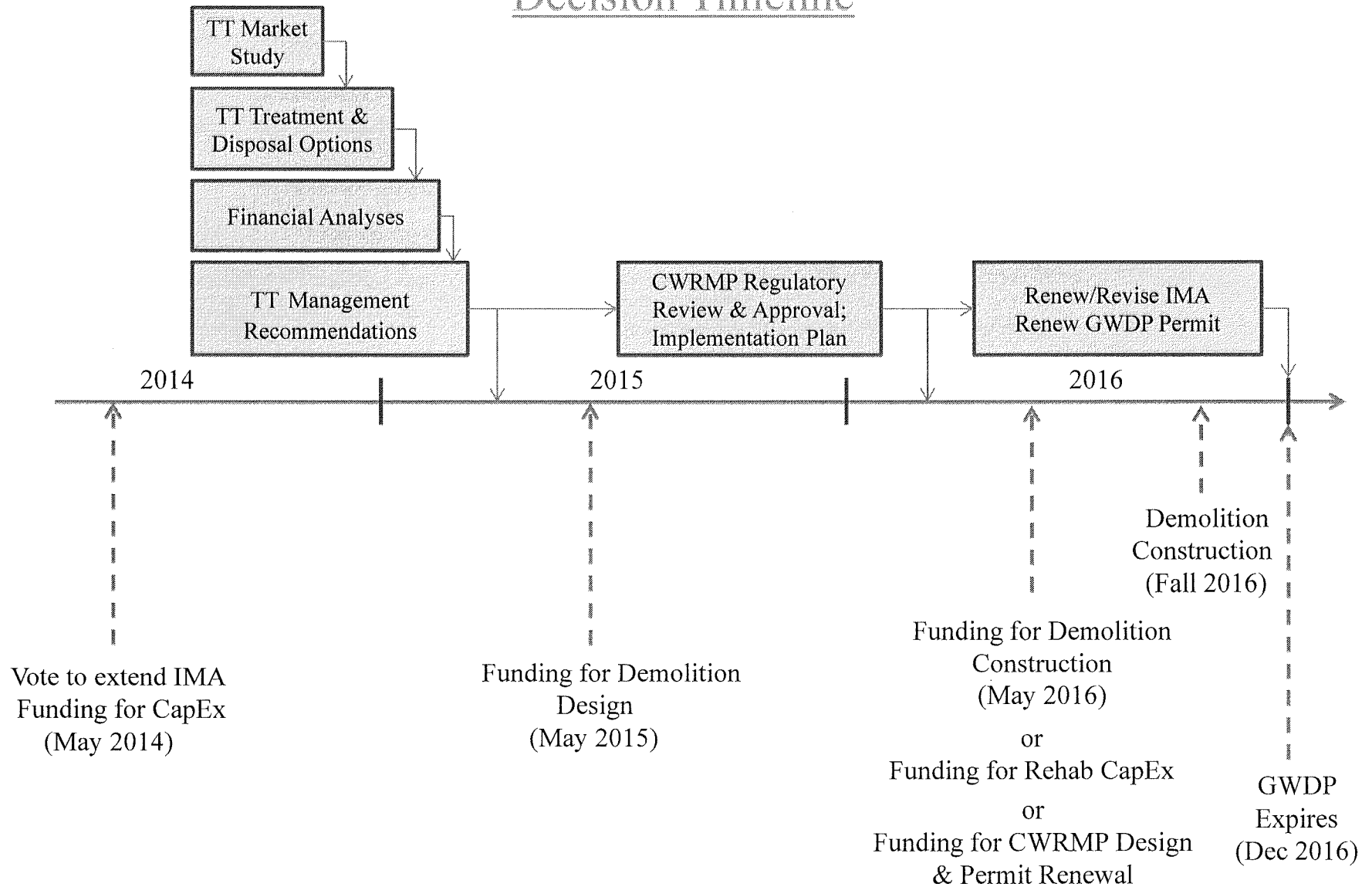
Activity/Task	Stantec and Subconsultants		
	Sub-Total Hours	Expenses	Total Fee
Scienceware (200 hours at \$150/hr)	0		\$ 30,000
Sub Markup (4% Fixed)	0		\$ 1,200.00
	0		\$ -
Subtotal Hours	538		
Subtotal Fee		\$3,000	\$ 99,914
8.0 Financial Model and Analysis			
8.1 Develop 20-year Financial Model	0		\$ -
8.2 Meet with Town (5 total)	0		\$ -
8.3 Develop graphics and tables	0		\$ -
8.4 Outline various financial mechanisms	0		\$ -
8.5 Outline various alt. project delivery options	0		\$ -
8.6 Develop long-term financial plan	0		\$ -
8.7 Draft Tech Memo on methodology/mechanics	0		\$ -
SUBS	0		\$ -
Pioneer Consulting	0		\$ 42,000
	0		\$ -
Sub Markup (4% Fixed)	0		\$ 1,680.00
	0		
Subtotal Hours	0		
Subtotal Fee		\$0	\$ 43,680
9.0 Public Engagement Support			
Project Management	28		\$ 4,280
9.1, 9.2 Meetings with Stakeholder Group (20 total)	260	4000	\$ 42,427
9.3 Meetings with Town/DEP/Commission (2 total)	60	400	\$ 8,512
9.4 Meetings with TriTown partners (3 total)	72	\$600	\$ 10,791
SUBS	0		\$ -
	0		
	0		\$ -
Sub Markup (4% Fixed)	0		\$ -
	0		\$ -
Subtotal Hours	420		
Subtotal Fee		\$5,000	\$ 71,010
10.0 Revised CWMP and Adaptive Management Plan			
Project Management	16		\$ 2,714
10.1 Revise CWMP (use appending Technical Memos)	40		\$ 5,870
10.1A Adaptive Management Plan	42		\$ 6,728
10.2 Meet with Town/Stakeholders/DEP/Comm (3 total)		600	\$ 6,647
10.3 Receive written comment and incorporate in Plans			\$ 3,132
10.4 BOS Meetings and Public Meetings (4 total)		800	\$ 8,166
			\$ -
Subtotal Hours	210		
Subtotal Fee		\$1,400	\$ 34,657

Orleans, MA - Updated August 4, 2014
Wastewater/Septage Management Planning

Stantec and Subconsultants			
Activity/Task	Sub-Total Hours	Expenses	Total Fee
Total			

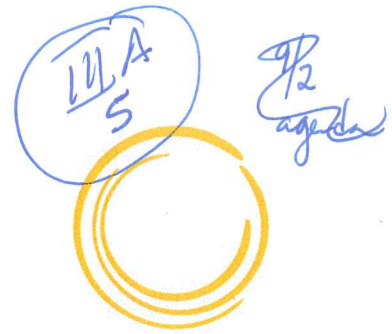
Tri-Town Septage Treatment Facility

Decision Timeline



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CAPE COD
COMMISSION

August 14, 2014

Ms. Linda Burt, Chair
Board of Selectman
Town of Eastham
2500 State Highway
Eastham, MA 02642

ADMINISTRATION

AUG 21 2014

RECEIVED

RE: Cape Cod Metropolitan Planning Organization (MPO Nominations/Elections Requested)

Dear Ms. Burt,

This letter is written to advise you that the process for electing a selectman to serve on the Cape Cod Metropolitan Planning organization (MPO) is underway. The MPO is a regional body made up of state, regional and local officials which directs, oversees, and approves regional transportation plans and studies, and makes regional federal transportation funding decisions. Since there are limits on transportation funding, the MPO faces difficult choices in allocating available funds.

Per the attached Memorandum of Understanding (MOU) a Selectman is elected to the MPO for three-year terms by their peers from within the following sub-regions:

Sub-Region A: Towns of Bourne, Falmouth, Mashpee and Sandwich

Sub-Region B: Towns of Yarmouth and Dennis

Sub-Region C: Towns of Brewster, Harwich, Chatham, and Orleans

Sub-Region D: Towns of Eastham, Wellfleet, Truro, and Provincetown

It is important to understand that the selectman represent each Sub-Region, as well as Cape Cod as a whole. The MPO is likely to meet five to ten times a year, typically during daytime hours. As stated in the MOU, MPO Members may select an alternate Selectman to act in their absence.



Nominations for candidates for each sub-region will be accepted at the September 15, 2014 MPO meeting. Individual selectmen who are unable to attend the September 15, 2014 meeting may submit an absentee nomination for his/her candidate of choice by putting a check next to person's name(s) and signing the back of the envelope. Please remember that the open meeting law would require discussion among a quorum of your members to occur in a posted meeting. Selectman may:

- Self-nominate, or,
- May nominate other Selectman from their town or any other towns within their Sub-Region

Nominations submitted by mail must be received no later than 4pm on Friday, September 12th, 2014 to be counted.

There is no limit to the number of nominees in the Sub-region. At the September 15, 2014 MPO meeting, the MPO Board will ask for nominations for each sub-region first from Selectman in attendance. The MPO staff will then open the absentee nominations and announce the nominees at the September 15, 2014 MPO meeting. The MPO Staff will then compile the list of nominees for each Sub-Region and distribute one ballot by mail to each Selectman after the September 15, 2014 MPO meeting. Each individual Selectman who is unable to attend the November 17, 2014 meeting may vote with an absentee ballot by placing a ballot in the envelope provided, signing the back and returning it to Glenn Cannon at the Cape Cod Commission. All ballots submitted by mail must be received no later than 4pm on November 12, 2014 to be counted. Selectmen are notified of the results at the November 17, 2014 MPO meeting and new MPO Members' term would be effective on January 1, 2015. Please refer to the enclosed "MPO Election Process" which outlines key dates in the MPO Member election process.

Please feel free to contact Glenn Cannon if you have any questions.

Sincerely,



Glenn Cannon
Technical Services Director

Cc: Ms. Sheila Vanderhoef-Town Administrator
Ms. Susanne Fischer- Town Clerk

Title VI Notice of Nondiscrimination: The Cape Cod Metropolitan Planning Organization (MPO) complies with Title VI of the Civil Rights Act of 1964 and related federal and state statutes and regulations. It is the policy of the Cape Cod MPO to ensure that no person or group of persons shall on the grounds of Title VI protected categories, including race, color, national origin, or under additional federal and state protected categories including sex, age, disability, sexual orientation, gender identity or expression, religion, creed, ancestry, veteran's status (including Vietnam-era veterans), or background, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity administered by the Cape Cod MPO. To request additional information about this commitment, or to file a complaint under Title VI or a related nondiscrimination provision, please contact the Cape Cod Commission's Title VI Coordinator by phone at (508)362-3828, TTY at 508-362-5885, fax (508) 362-3136 or by e-mail at mhevenor@capecodcommission.org.

If information is needed in another language, please contact the Cape Cod Commission's Title VI Coordinator by phone at (508)362-3828.

Para solicitar una traduccion de este document al Espanol, por favor llame (508)362-3828

Para solicitar uma traducao deste document para o Portugues, por favor ligue (508) 362-3828

MEMORANDUM OF UNDERSTANDING

MEMORANDUM OF UNDERSTANDING RELATING TO THE COMPREHENSIVE, CONTINUING, COOPERATIVE TRANSPORTATION PLANNING AND PROGRAMMING PROCESS FOR THE CAPE COD MASSACHUSETTS REGION

By and Between the

Massachusetts Department of Transportation

Barnstable County Commissioners

Cape Cod Commission

Cape Cod Regional Transit Authority

Town of Barnstable, Town Council President

Four Selectmen, each representing one of the Four Sub-Regions

The Mashpee Wampanoag Tribal Council

WHEREAS, the Massachusetts Department of Transportation (MassDOT) (formerly the Executive Office of Transportation), under Chapter 25 of the Acts of 2009, has the statutory responsibility for transportation planning and for coordinating activities and programs of the state transportation agencies with regional planning agencies that serve as the principal source of transportation planning for local and regional transportation projects; and, the Massachusetts Department of Transportation (MassDOT) Highway Division (formerly the Massachusetts Highway Department) has the statutory responsibility, under Chapter 25 of the Acts of 2009, for the construction, maintenance and operation of the state roads and bridges and serves as the principal source of transportation planning in the Commonwealth and is responsible for the continual preparation of comprehensive and coordinated transportation plans and programs; and,

WHEREAS, the Cape Cod Commission (CCC) is recognized by the Metropolitan Planning Organization (MPO) as the officially designated regional planning agency for the Cape Cod Massachusetts region and as such has statutory responsibility for the coordinated and orderly development of the region, including regional growth planning and transportation planning as provided for under the provisions of the Cape Cod Commission Act (Chapter 716 of the Acts of 1989, as amended) and Chapter 40B of the Massachusetts General Laws. The CCC is comprised of nineteen (19) members, one member from each of its 15 towns on Cape Cod, a native American representative, a minority representative, a Barnstable County Commissioner, and a Governor's appointee; and,

WHEREAS, the Advisory Board of the Cape Cod Regional Transit Authority (CCRTA) is comprised of the chief elected officials or designee of 15 towns that have joined to form a regional transit authority under the provisions of Chapter 161B of the Massachusetts General Laws and the CCRTA has the statutory responsibility for overseeing public transportation on an exclusive basis in the area constituting the authority; and,

WHEREAS, the Mashpee Wampanoag Tribe was granted status as an Indian tribe by the federal Bureau of Indian Affairs on or about February 16, 2007; and,

WHEREAS, The Executive Office of Transportation & Construction (now the Massachusetts Department of Transportation), the Massachusetts Department of Public Works (now the Massachusetts Department of Transportation, Highway Division), the Cape Cod Regional Transit Authority, and the Cape Cod Planning and Economic Development Commission (now the Cape Cod Commission) on May 19, 1982 signed a Memorandum of Understanding (MOU), (as amended on May 19, 2005 and February 25, 2009) agreeing to work together in undertaking the comprehensive, continuing, and cooperative transportation planning process (3C process), required by the United States Department of Transportation under the provisions of section 134 of Title 23 of the United States Code, as amended, and those of Section 8 of Title 49 of the Federal Transit Act, as amended, and designating the Cape Cod Joint Transportation Committee, formed in 1972, as a regional transportation planning advisory group; and,

WHEREAS, the Governor of the Commonwealth, in response to the provisions of the Intermodal Surface Transportation Efficiency Act of 1991 (23 CFR Part 450 and 49 CFR Part 613) as amended, as well as the successor Transportation Equity Act for the 21st Century (TEA 21) signed into law as PL 105-178 on June 9, 1998, the successor Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETY-LU) signed into law as PL 109-59 on August 10, 2005 and rules and regulations related thereto, and in view of the responsibility for the transportation planning and programming process of the nine parties to this agreement, hereinafter referred to as the MPO, previously designated representatives from these parties to be the MPO for the Cape Cod region; and,

WHEREAS, Section 450.108 of Title 23 of the Code of Federal Regulations provides that, to the extent possible, there be one agreement containing the understanding required by this section with respect to cooperatively carrying out transportation and programming among the MPO, State and publicly owned operators of public transportation services; and

WHEREAS, the members of the MPO recognize that transportation planning and programming must be conducted as an integral part of and consistent with the regional planning and development process, and

that the process must involve the fullest possible participation by state agencies, local governments, private institutions, other appropriate groups, and the general public; and,

WHEREAS, there is a shared interest and desire on the part of the signatories to this MOU to expand the membership of the Cape Cod MPO in order to enhance the participation and perspective of the region's various towns comprising the Cape Cod area.

NOW, THEREFORE, the members of the Cape Cod Metropolitan Planning Organization do hereby jointly agree as follows:

OBJECTIVES OF THE FEDERAL 3C TRANSPORTATION PLANNING PROCESS

- The 3C process is comprehensive, including the effective integration of the various stages and levels of transportation planning and programming for the entire Cape Cod region and examining all modes so as to assure a balanced planning and programming effort.
- The 3C process is continuing, affirming the necessity to plan for the short and long range needs of the regional transportation system, emphasizing the interactive character of the progression from systems planning to project planning, programming, operations and implementation.
- The 3C process is cooperative, requiring effective coordination among public officials at all levels of government, and inviting the wide participation of all parties, public or private, at all stages of the transportation planning process.

FUNCTIONS OF THE CAPE COD MPO

- The Cape Cod MPO shall perform all functions as required in federal or state law including jointly developing, reviewing and adopting the region's annual transportation planning work program, the Regional Transportation Plan, the transportation improvement program and conformity determinations as may from time to time be required of the Cape Cod MPO by federal and state laws and regulations.
- In meeting the provisions of the federal 3C process, the Cape Cod MPO assumes the responsibility for the transportation planning process which may include: initiation of studies, evaluation and recommendation of transportation improvements and the programming of funds for transportation projects in the region for which funding is sought for implementation. While transportation studies may be conducted by other entities from time to time, the Cape Cod MPO shall monitor their progress and make the final decision for any regionally significant project to be included in the Regional Transportation Plan.
- The Cape Cod MPO shall be the forum for cooperative decision making by officials of local government, regional planning commission, regional transit authority and state officials representing state transportation agencies.

MEMBERSHIP OF THE CAPE COD MPO

The membership of the Cape Cod Metropolitan Planning Organization shall consist of the following eleven (11) federal, state, regional, local officials or their alternates or designees as described in this section:

- MassDOT Secretary/CEO
- MassDOT Highway Division Administrator
- Chair of the Cape Cod Commission
- Chair of the Cape Cod Regional Transit Authority Advisory Board
- Chair of the Barnstable County Commissioners
- President of the Barnstable Town Council
- Tribal Chairman of the Mashpee Wampanoag Tribal Council
- One selectmen from each of the following sub-regions:
 - Sub-region A: Towns of Bourne, Falmouth, Mashpee and Sandwich
 - Sub-region B: Towns of Yarmouth, and Dennis,
 - Sub-region C: Towns of Brewster, Harwich, Chatham, and Orleans,
 - Sub-region D: Towns of Eastham, Wellfleet, Truro and Provincetown

The Barnstable County Commissioner Chair, the Cape Cod Commission Chair, the Cape Cod Regional Transit Authority Chair, the President of the Barnstable Town Council, and the Tribal Chairman of the Mashpee Wampanoag Tribal Council may each choose a member of their respective Board, Commission, Authority, or Council to serve as an alternate. The Secretary/CEO of MassDOT and the MassDOT Highway Division Administrator may designate an official from within their respective agencies to regularly represent the agencies. The President of the Barnstable Town Council may designate an official from within the Town of Barnstable to regularly represent the Town of Barnstable. The Tribal Chairman of the Mashpee Wampanoag Tribal Council may designate an official from within the Mashpee Wampanoag Tribe to regularly represent the Mashpee Wampanoag Tribe.

The selectman representing each sub-region shall be elected for a three -year term by the selectmen from within their sub-region. Each selectman so elected may appoint another selectman or town official from within that sub-region as an alternate to serve in his/her absence. The election process shall be approved by the Cape Cod MPO and administered by the Cape Cod Commission.

One representative from each of the Federal Highway Administration (FHWA), the Federal Transit Administration (FTA), the Army Corps of Engineers and the National Park Service/Cape Cod National Seashore, the Woods Hole, Martha's Vineyard and Nantucket Steamship Authority, as well as the Chair of

the Cape Cod Joint Transportation Committee shall be considered ex-officio, non-voting members of the Cape Cod MPO.

The names of members and alternates shall be submitted to the Cape Cod Commission, acting on behalf of the Cape Cod MPO, as necessary, upon the appointment or resignation of members or alternates.

CHAIR AND VICE CHAIR

The Chair of the Cape Cod MPO shall be the Secretary/CEO of MassDOT or his/her designee. In the absence of the Chair, the Vice Chair shall conduct the meeting. The Vice Chair shall be elected annually by the voting members of the Cape Cod MPO.

MEETINGS OF THE CAPE COD MPO

The Cape Cod MPO shall meet at least annually and shall generally meet within Barnstable County. Additional meetings may be called by the Chair, or by the Vice Chair if supported by at least four other members.

VOTING

A quorum of the Cape Cod MPO shall consist of a simple majority [six (6) voting members]. To fill a quorum, the chair may allow a voting member to join the meeting via telephone/video conferencing. Lack of a quorum shall not prevent an officially called meeting from coming to order, discussing agenda items and, if agreed to by a majority of the voting members in attendance, continuing at a later date.

When a quorum has been established, votes of the Cape Cod MPO shall require an affirmative vote of a majority of those present members (including the implementing agency, if any), voting in the affirmative on federal certification documents.

THE CAPE COD JOINT TRANSPORTATION COMMITTEE

In order to facilitate the implementation of the 3C process and the functions of the Cape Cod MPO, a standing committee, known as the Cape Cod Joint transportation Committee (CCJTC) has been established to advise the Cape Cod MPO. CCJTC membership is selected, through the Cape Cod MPO, in a manner that provides for the involvement of local government officials, transportation professionals and other representatives of transportation providers or user groups ensuring a broad based transportation planning perspective of its participants. Its principal mission is as follows:

1. To advise the Cape Cod MPO on all matters of policy affecting the conduct of the region's 3C transportation planning and programming process.

2. To put forth recommendations on such regional transportation work activities, plans, studies, project priorities and financial constraints as may be required for the effective operation of the Cape Cod MPO.
3. To provide maximum participation in the transportation planning and programming process by creating a forum and other opportunities to bring together officials of local government, public agencies, transportation providers, interest groups and residents for open dialogue and the exchange of views on current transportation issues.

Each Board of Selectmen or Town Council shall select a representative from their Town to serve on the CCJTC. In addition, the CCJTC shall nominate representatives of other organizations to serve on the CCJTC to encourage participation among a broad range of transportation interests and transportation modes. Representation from business, environmental, historic, bicycle, transit, marine, airport, human service and other organizations shall be considered. These nominees, and others, will be considered by the MPO and may be appointed to the CCJTC from time to time. State and federal agencies shall be encouraged to participate on the CCJTC as ex-officio, non-voting members.

In addition, the CCJTC may, from time to time, develop and update organizational by-laws subject to approval of the Cape Cod MPO.

RESPONSIBLE AGENT FOR REGIONAL TRANSPORTATION PLANNING

The Cape Cod Commission shall be, by state designation and consistent with applicable federal transportation laws, the primary transportation planning staff for the Cape Cod MPO. The CCC shall maintain a qualified staff of transportation professionals, subject to the availability of federal and state funds. It shall be responsible to the MPO for the maintenance of the 3C transportation planning process and shall conduct transportation planning on behalf of the MPO, including coordination of the sub-region member selection process and staff support for the operation of the Cape Cod Joint Transportation Committee.


REVIEW OF MEMORANDUM

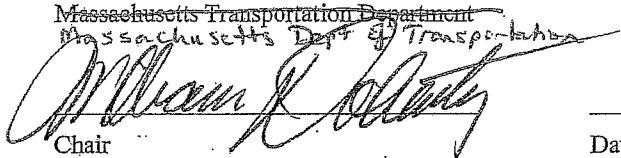
This Memorandum of Understanding supersedes all previous MOUs and shall become effective upon the date of the signatures of the Secretary/CEO of MassDOT, the Chair of the Cape Cod Commission and the Chair of the Cape Cod Regional Transit Authority Advisory Board, Chair of the Barnstable County Commissioners, President of the Barnstable Town Council, and the Sub-region A Representative, Sub-region B Representative, Sub-region C Representative. The Signatories shall formally review the contents of this MOU every three years at a minimum, make appropriate changes as may be necessary and mutually agreeable, and record the results of the review in the minutes of the meeting at which the review is conducted. The MPO shall vote to release proposed changes to the MOU for public comment. At the time

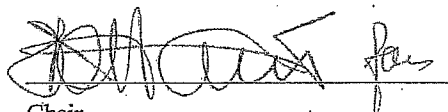
of the review, the MOU and any proposed changes shall be circulated among all the Boards of Selectmen and the Barnstable Town Council for their review. After a thirty (30) day review period, taking into consideration all public comments, the MPO shall vote to endorse, decline or further revise the document. Substantial revisions (as determined by a simple majority of the MPO members in attendance) may require additional public review.


EXECUTION

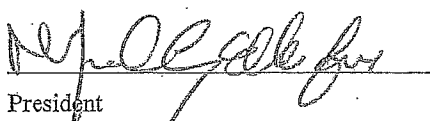
The undersigned recognize the complexity of the transportation planning and program process and will endeavor to ensure that all personnel involved in their jurisdiction will cooperate fully in carrying out the intent and provisions of this MOU, and any amendments or additions agreed to by the signatories.

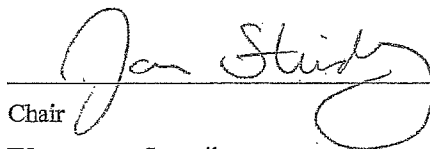
 for _____ Date 28 Mar 11
Secretary/CEO Jeffrey B. Mullan

~~Massachusetts Transportation Department~~
~~Massachusetts Dept of Transportation~~
 Date 3/28/11
Chair
Barnstable County Commissioners

 for _____ Date 28 mar 2011
Chair
Cape Cod Commission

 Date 3/28/11
Advisory Board Chair
Cape Cod Regional Transit Authority

 for _____ Date 3/28/2011
President
Barnstable Town Council

 Date 3/28/11
Chair
Wampanoag Council

Wm. E. Jr.
Representative

3/28/11
Date

Sub-region A

George R. Allen
Representative

3/28/11
Date

Sub-region B

Annunzio J. Egan
Representative

3-28-2011
Date

Sub-region C

Representative
Sub-region D

Date

Cape Cod Metropolitan Planning Organization (MPO)

2012

MPO MOU ADDENDUM

This **ADDENDUM** to the *Memorandum Of Understanding Relating To The Comprehensive, Continuing, Cooperative Transportation Planning And Programming Process For The Cape Cod Massachusetts Region, (MPO MOU)*, dated March 28, 2011, by and between the Massachusetts Department of Transportation, Cape Cod Commission, and the Cape Cod Regional Transit Authority, Barnstable Town Council President, Four Town Selectmen, each representing one of the Four Sub-Regions, and the Mashpee Wampanoag Tribal Council is hereby amended to include the signatures of the newly elected membership of the MPO.

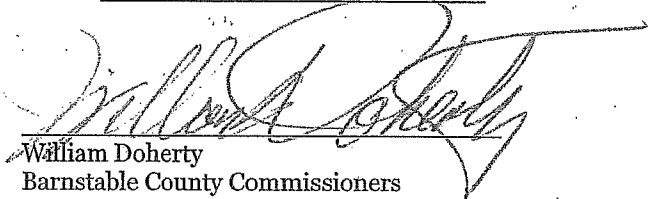
The signatures to follow reaffirm that the current members of the Cape Cod Metropolitan Planning Organization (MPO) constitute a regional body made up of state, regional and local officials which directs, oversees, and approves regional transportation plans and studies, and makes regional federal transportation funding decisions through a Comprehensive, Cooperative and Continuing transportation planning process:

SIGNATORIES

Date: 23 Jan 12



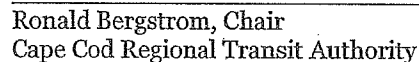
Richard A. Davey, Secretary/ CEO
Massachusetts Department of Transportation (MassDOT)



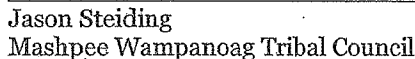
William Doherty
Barnstable County Commissioners



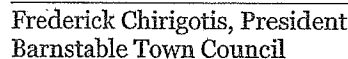
Peter Graham, Chair
Cape Cod Commission



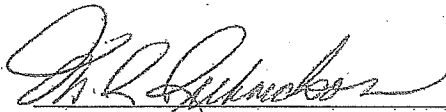
Ronald Bergstrom, Chair
Cape Cod Regional Transit Authority



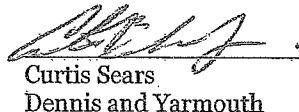
Jason Steiding
Mashpee Wampanoag Tribal Council



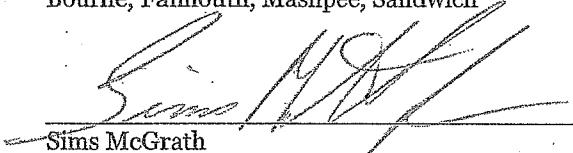
Frederick Chirigotis, President
Barnstable Town Council




Michael Richardson
Bourne, Falmouth, Mashpee, Sandwich



Curtis Sears
Dennis and Yarmouth



Sims McGrath
Brewster, Chatham, Harwich, Orleans



Austin Knight
Eastham, Wellfleet, Truro, Provincetown

Sub Region D	Please check the box next to the person(s) you would like to nominate and sign and date bottom.
Eastham	
Linda S. Burt	
Elizabeth Gawron	
Martin F. McDonald	
Wallace F. Adams, II	
John F. Knight	
Wellfleet	
Paul Pilcher	
Jerry Houk	
Berta Bruinooge	
John Morrissey	
Dennis Murphy	
Truro	
Jay Coburn	
Robert Weinstein	
Janet W. Worthington	
Paul C. Wisotsky	
Maureen Burgess	
Provincetown	
Robert Anthony	
Thomas N. Donegan	
Raphael Richter	
Erik P Yingling	
Cheryl Andrews	

Date-

Print Name-

Signature-

September 2, 2014

To: Board of Selectmen

From: Sheila Vanderhoef, Town Administrator

RE: Gift Fund

I request that the Board revoke the Fresh Water Support Gift Fund, voted on August 18. The authorization for expenditure is too cumbersome and not consistent with other gift funds voted in the past. In most cases, you authorize expenditure under the direction of a staff person, or the town administrator. A few require authorization of the Board of Selectmen or designee. Given the limitations of this fund, and the strong relationship between the Health Agent and the appointed Water Resources Advisory Committee, I request the change in authorization for expenditures. I request that expenditures be done under the direction of the Health Agent with written reports to the Board of Selectmen. If you agree to this change, the vote should be as follows:

I move that:

The Board of Selectmen, in accordance with Chapter 44, Section 53A, hereby establish a gift fund to be known as the **Fresh Water Support Fund**, to accept funds from any and all individuals, clubs, private non-profits, or corporations interested in supporting activities and events to enhance the community awareness of fresh water quality. Such activities may include but are not limited to water quality improvement projects, educational material production and distribution, and efforts to enhance the access and use of Eastham's Fresh Water Ponds. Expenditure of funds within such account shall be under the direction of the Health Agent and expenditures shall be reported to the Board of Selectmen monthly.

(IV 1)

CAPE COD SELECTMEN & COUNCILORS' ASSOCIATION

REPRESENTING 98 ELECTED OFFICIALS IN 16 MUNICIPALITIES

**ETHICS AND CONFLICT OF INTEREST - A REFRESHER AS WE GEAR UP FOR
THE COMING YEAR**

PRESENTED BY

**David Giannoti, Division Chief, Public Education and Communications
State Ethics Commission**

-DISCUSSION OF THE YEAR AHEAD

-UPDATES FROM LEGISLATIVE OFFICES

-MEMBER REPORTS



FRIDAY, SEPT. 12, 2014 7:30 A. M.
DANIEL WEBSTER INN, SANDWICH, MA

DIRECTIONS- 149 MAIN STREET, SANDWICH, MA

Exit 2 (Sandwich/Route 130). Bear left as you come down the exit ramp and merge with Route 130. Continue on Route 130 for about 1.5 miles. Bear right onto Main Street. The Daniel Webster Inn is located approximately .25 mile on the left.

Information

INFO



TOWN OF EASTHAM

2500 State Highway, Eastham, MA 02642-2544

All departments 508-240-5900 • Fax 508-240-1291

www.eastham-ma.gov

November 20, 2013

Mr. Drew Davis
National Multiple Sclerosis Society
101A First Avenue, Suite 6
Waltham, MA 02451


Dear Mr. Davis,

***RE: MS National Multiple Sclerosis Society
13th Annual Challenge Walk- September 5-7, 2014***

This is to inform you that the Eastham Board of Selectmen, at their Monday, November 18, 2013 meeting, were pleased to approve the proposed/requested National Multiple Sclerosis Society's 13th Annual Challenge Walk route through the Town of Eastham held September 5-7, 2014. Police Chief Edward Kulhawik has reviewed and approved your request and will be sure to have officers ready to work the details this event requires.

We wish you much success, and thank you for your interest in the Town of Eastham.

Sincerely,


Sheila Vanderhoef
Town Administrator

cc: **Board of Selectmen**
Police Chief Ed Kulhawik
Acting Fire Chief Mark Foley
Mark Powers, Recreation and Beach Director

August 16, 2014



Governor Deval Patrick
Massachusetts State House
Office of the Governor
Room 280
Boston, MA 02133

Dear Governor Deval Patrick;

I am writing to follow up with you regarding my last letter to you dated July 4, 2014 asking you for your help in closing or modifying the Eastham, Massachusetts bike path tunnel located on Cape Cod (a high tourist area in the summer months).

The states response to the Cape Cod times article was disappointing. Lauren Feltch, assistant press secretary for the DCR stated, "overall this is a high volume of signs for such a small area for a roadway or bike trail, but hopefully this will alleviate the issues here." DCR spokesman William Hickey said, "the state plans to add more strongly worded signage saying, "CAUTION: A number of serious injuries have occurred in this tunnel from collisions. Please proceed with caution." In my opinion this more of a legal response vs. a consumer response as so many accidents happen there. The only positive I saw was the issue was acknowledged but not fully addressed. It's a good start but more needs to be done. Signage is helpful but only if you can see it from a moving bicycle.

Although additional signage has gone up, the problem is you cannot see them until you are on top of them and the signs are not visible from a moving bike. The tunnel remains hidden by overgrown brush and is dark on the inside. As you can see by my pictures, out of the 6 lights in the tunnel, 2 barely work.

The engineering of the tunnel is the real problem and that is what needs to be addressed. Since 2010, there have been 17+ accidents in the tunnel and those are the ones that were reported. I am sure there are more. Even so 4+ accidents a year in one spot is a definite problem. After my son was hurt, a woman broke her arm from an accident in the tunnel.

My question to you is what has to happen to make this "bad enough" to become a priority for the state to address?

Here is a proposed action plan until other more permanent changes can be made to this tunnel. **ALL** of these suggestions will improve upon the visibility.

- Clear ALL brush and trees surrounding the tunnel
- Put new and improved lighting in the tunnel.
- Paint the tunnel a bright color; have local artists paint a mural on both sides of the tunnel.

Again, see the pictures enclosed of my follow up visit to the tunnel after the new signs went up. I am committed to addressing and continuing to bring attention to this issue at the tunnel until it is properly addressed and made safer.

I hope to hear from as many people as possible in regards to this letter. Thank you in advance for your time.

Sincerely,



Deborah and Ethan Schwartz
36 Atkins Road E2
East Sandwich, MA 02537
508-477-0135

CC: Secretary of Energy and Environmental Affairs, Rick Sullivan
100 Cambridge Street, Suite 900,
Boston, MA 02114-2119

Department of Conservation and Recreation Deputy Commissioner, Jack Murray
251 Causeway Street, Suite 900
Boston, MA 02114-2104

Treasurer- Town of Eastham
Eastham Municipal Building
2500 State Highway
Eastham, MA 02642

Treasurer- Cape Cod Commission
P O Box 226
Barnstable, MA 02630

Department of Conservation & Recreation
P O Box 787
Brewster, MA 02631
Attn: Superintendent- Nickerson State Park









State Representative Sarah K. Peake
Massachusetts State House
Room 540
Boston, MA 02133

Randy Hunt, Sandwich State Rep.
297 Quaker Meeting House Road
East Sandwich, MA 02537

Senator Daniel A. Wolfe
Massachusetts State House
Room 511B
Boston, MA 02133

Congressman Bill Keating
297 North Street, Suite 312
Hyannis, MA 02601

Senator William M. Cowan
365 Dirksen Senate Office Building
Washington, DC 20510

Senator Elizabeth Warren
2400 JFK Federal Building
15 New Sudbury Street
Boston, MA 02203

Robert A. DeLeo, Speaker of the House
Massachusetts State House
Room 356
Boston, MA 02133

Senator Therese Murray
Massachusetts State House
Room 332
Boston, MA 02133

Sheila Vanderhoef, Eastham Town Administrator
2500 State Highway
Eastham, MA 02642-2544

Robert Munford, Eastham Community Preservation Committee Chair
Town Hall
2500 State Highway
Eastham, MA 02642

Edmund Casarella, Eastham Recreation Commission Rep.
Town Hall
2500 State Highway
Eastham, MA 02642

Linda Haspel, Eastham Conservation Commission Rep.
Town Hall
2500 State Highway
Eastham, MA 02642

Edward V. Kulhawik, Eastham Chief of Police
2550 State Highway
Eastham, MA 02642-2544

Mark Foley, Eastham Fire Chief
2520 State Highway
Eastham, MA 02642-2544

Peter Meyer, President and Publisher
Cape Cod Times
319 Main Street
Hyannis, MA 02601

Paul Pronovost, Editor in Chief
Cape Cod Times
319 Main Street
Hyannis, MA 02601

Boston Globe ~ Brian McGrory, Editor
PO BOX 55819
Boston, MA 02125
Boston Herald

Joe Sciacca, Editor in Chief
70 Fargo Street
Boston, MA 02210

Cape Cod Commission
PO BOX 226
3225 Main Street
Barnstable, MA 02630

Massachusetts Bicycle Coalition
171 Milk Street, Suite 33
Boston, MA 02109

Cape Cod Chamber of Commerce
5 Patti Page Way
Centerville, MA 02632

The Law Office of David V. Lawler, P.C.
540 Main Street, Suite 8
Hyannis, MA 02601

Ethan and I would like to hear from as many people as possible in order to help us make the Cape Cod Bike Path (rail trail) a safe place and avoid further accidents.

CONTACT INFORMATION
36 Atkins Road, E2
East Sandwich, MA 02537
508-477-0135
dlschwartz@icloud.com

Eastham, Massachusetts

2500 State Hwy, Eastham, MA 02642
ph: 508.240.5900

CONSERVATION COMMISSION

Tuesday, August 26, 2014 at 6:00 PM
EARLE MOUNTAIN ROOM

Eastham Conservation Commission
2500 State Highway
Earle Mountain Room
August 26, 2014
6:00 PM
Public Hearing
AGENDA

The Eastham Conservation Commission will hold a public hearing on Tuesday, August 26, 2014 at 6PM in the Earle Mountain Room, 2500 State Highway pursuant to Massachusetts General Law Ch. 131, §40 Wetlands Protection Act and the Town of Eastham Wetlands Protection By-Law, Article 34, 1980, in order to consider the following:

Ratification of Enforcement Orders issued to the Town of Orleans and Cape Cod National Seashore for operation of an off road vehicle program within the Town of Eastham at property located at Nauset Spit Barrier Beach, Maps 25, 26, and 26A.

Continuation of Notice of Intent filed by Patricia Martin. Applicant proposes replacement of dock at property located at 1200 Herring Brook Road, Map 13, Parcel 079A.

Request for Certificate of Compliance filed by Barbara Carlson for DEP SE 19-1347 for septic system repairs and after the fact filing for paving a driveway at property located at 60 Rogers Lane, Map 21, Parcel 069.

Other Discussion Items

Unauthorized activity – driveway expansion and installation of pressure treated planting bed at property located at 37 Longstreet Lane, Map 13, Parcel 061.

Wiley Park Entrance Update

Administrative Reviews

20 Nickerson Road - removal of two black oak trees

Approval of Minutes

April 08, 2014 – On-Site Meeting
April 29, 2014 – On-Site Meeting
August 12, 2014 – On-Site Meeting



TOWN OF ORLEANS

19 SCHOOL ROAD

ORLEANS

MASSACHUSETTS 02653-3699

Telephone (508) 240-3700 — Fax (508) 240-3703

<http://www.town.orleans.ma.us>

BOARD OF
SELECTMEN

TOWN
ADMINISTRATOR

August 21, 2014

Town of Eastham
Board of Selectmen
2500 State Highway
Eastham, MA 02642

RE: Off Road Vehicles on Nauset Spit

Dear Colleagues:

Thank you for your letter dated August 7, 2014 confirming your attendance at our upcoming joint meeting on September 10, 2014 to discuss Nauset Spit.

With respect to the references in your letter to actions taken by your Conservation Commission, we acknowledge receipt of the cease desist order from your Conservation Commission but note that it was not issued until August 13, 2014.

Your letter goes on to state that the order will be issued to the Town of Orleans "*due to the management of your staff invites users to the area and the vehicle patrols by staff*". As you know, the Town of Orleans has managed an ORV program on the entire Nauset Spit since 1991 under an Order of Conditions from the Orleans Conservation Commission. To ensure public safety and the protection of the resource area and state and federal endangered species we continue to patrol the full length of Nauset Spit which is Town of Orleans property.

We have not invited ORV users to the area of the beach located in Eastham since April when we began distributing the attached addendum to the Nauset Beach Rules and Regulations for ORV's using the North End of Nauset Beach to all Orleans resident sticker holders when they purchased their 2014 stickers and posted the information on the Town's website. The map shows the boundary line with Eastham and includes the notation that ORV's are prohibited in Eastham. If you have specific instances or activities that support your contention that we continue to invite users to this area we would appreciate receiving the additional details.

As we indicated in our July 16 letter, the warning sign that we had previously posted at the Town boundary line on Nauset Spit was stolen soon after installation. We believe Town staff has made a good faith effort to educate our residents regarding the restrictions that exist on Nauset Spit and do not feel that that a "cease and desist" order being issued to the Town of Orleans is either necessary or warranted at this time.

ADMINISTRATION

AUG 25 2014

RECEIVED

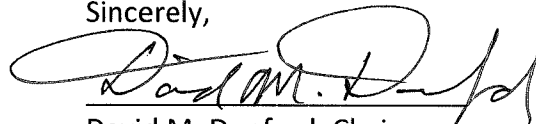
Notwithstanding the above, be advised that the Board has voted unanimously to file forthwith a Notice of Intent with your Conservation Commission for your permission to conduct an ORV program on the Town of Orleans property located on that portion of Nauset Spit located in the Town of Eastham (see attached letter to Eastham Conservation Commission).

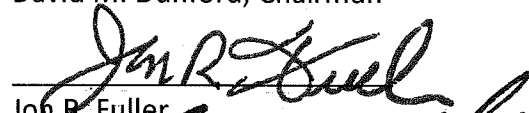
With respect to your reference to a cease and desist order sent to the National Park Service, please see attached letter to Mr. George Price, Superintendent of the Cape Cod National Seashore, from our Town Counsel, Michael D. Ford, which is self-explanatory.

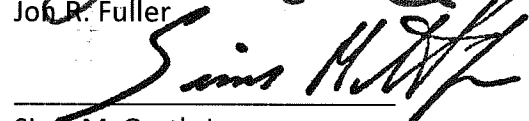
With respect to your statement that your Conservation Commission has notified our Conservation Commission of a violation of the their existing Order of Conditions, a check with our Conservation Agent indicates that as of this date no such notice has yet been received. Please advise when such notice was sent and forward a copy to our Board for review.

We look forward to our discussion of the issues involving Nauset Spit at our joint meeting.


Sincerely,


David M. Dunford, Chairman


Jon R. Fuller


Sims McGrath Jr.


John Hodgson


Alan McClennen Jr.
Board of Selectmen

Cc: Orleans Conservation Commission
Eastham Conservation Commission
Superintendent George Price, CCNS

Chatham Coastal Resources Department

Authority for the enforcement of the above regulations shall rest with the Orleans Natural Resources Manager and Orleans Chief of Police. Copies of the above regulations may be obtained at the Town Offices and Police Station in Orleans and the official on duty at Nauset Beach.

These Rules & Regulations were adopted at a public hearing of the Orleans Park Commission dated 16/10.

Copies of changes to be posted in Town Clerk's Office Orleans.



TOWN OF ORLEANS

19 SCHOOL ROAD

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BOARD OF
SELECTMEN

TOWN
ADMINISTRATOR

August 21, 2014

Town of Eastham
Conservation Commission
555 Old Orchard Road
Eastham, MA 02642

RE: Cease and Desist Order – Nauset Spit Over Sand Vehicle Program

Dear Commissioners:

We are in receipt of your cease and desist order dated August 13, 2014 for the Town of Orleans over sand vehicle program. We understand that this matter is on your August 26 meeting agenda to ratify the order issued by the Chairman.

We respectfully request that you defer taking any action on August 26 and allow the Town of Orleans to continue to operate our over sand vehicle program for the remainder of the season. We have unanimously voted to file a Notice of Intent and will have an application to you by September 5 in order to make the agenda for the September 23 meeting.

Orleans representatives including the Chairman of our Park Commission, Town Administrator, Natural Resources Manager and Conservation Agent will be in attendance at your August 26 meeting to review the Town's existing over sand vehicle program that Orleans has managed on the entire length of Nauset Spit since 1991 under an Order of Conditions from the Orleans Conservation Commission. In addition to answering any questions that you may have about the program, we would like to highlight the environmental safeguards and management requirements that are already in place to ensure the protection of the resource area as well as state and federal endangered and protected wildlife species on Nauset Spit.

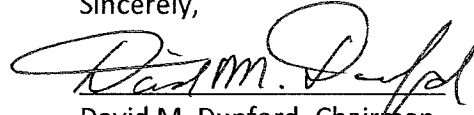
Finally, we are attaching a copy of our letter to the Eastham Board of Selectmen and our Town Counsel's letter to Superintendent Price at the Cape Cod National Seashore for your information and review.

Eastham Conservation Commission

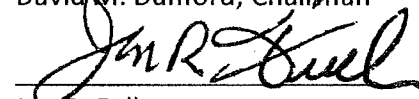
August 21, 2014

Page 2

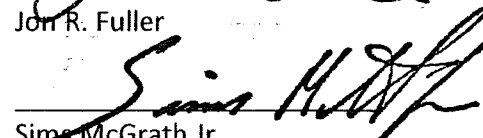
Sincerely,



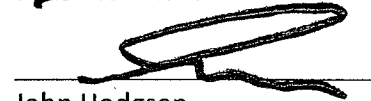
David M. Dunford, Chairman




Jon R. Fuller



Sims McGrath Jr.



John Hodgson



Alan McClennen Jr.
Board of Selectmen

Cc: Orleans Conservation Commission
Eastham Board of Selectmen
Superintendent George Price, CCNS

LAW OFFICES OF MICHAEL D. FORD

ATTORNEYS AT LAW

72 MAIN STREET, P.O. BOX 485

WEST HARWICH, MA 02671

TEL. (508)430-1900 FAX (508)430-9979

LAWOFFICEOFMICHAELFORD@VERIZON.NET

MICHAEL D. FORD

JEFFREY M. FORD

M. LINDSAY MARCHIO

August 21, 2014

George E. Price, Jr.
Superintendent
Cape Cod National Seashore
99 Marconi Site Road
Wellfleet, MA 02667

Dear Mr. Price:

As Town Counsel for the Town of Orleans, I am sending this letter in response to your email to Mr. Larry Spaulding (Orleans' CCNS Advisory Committee representative), dated August 19, 2014 concerning the Nauset Spit Orleans/Eastham issue. In your email message you state that much of the land north of the Orleans Town line is owned by the United States. Further, you advise that you received an enforcement notification from the Eastham Conservation Commission with a cease and desist order because you are allowing ORV's to cross NPS land without a permit and in violation of Eastham bylaws.

I am writing to advise you that research conducted on behalf of the Town of Orleans indicates that as a result of accretion the portion of Nauset Spit located in the Town of Eastham is owned by the Town of Orleans.

Specifically, the Woods Hole Group, Inc., at the request of the Town of Orleans, conducted extensive geological research of the Nauset Beach area and prepared a report dated January 2006 entitled "Final Report Analysis of Physical Changes and Management Alternatives for the Nauset Beach Area, Cape Cod, Massachusetts." The Woods Hole Group research revealed that certain land in the Town of Orleans just south of the Eastham Town line eroded from its southerly end and, as a result, no longer existed in the Town of Orleans by the year 1952. During the same time period, the land area known as Nauset Spit and located on the easterly side of the Nauset Heights subdivision in the Town of Orleans extended in a northerly direction as a result of accretion. This accreted land is the area known as Nauset Spit and by the year 1970 its northern terminus was located just southerly of the Eastham Town Line. As a result of additional accretion, by the year 1975 Nauset Spit extended over the line into the Town of Eastham. I am attaching copies of pictures showing the migration of Nauset Spit during the period 1938, 1952, 1970 and 1975. I am also attaching copies of Orleans Planning Maps for years 1990, 2001, 2005, 2009, 2010 and 2011. The 1990 Orleans Planning Map shows the

additional northerly migration of Nauset Spit. The 1997 Orleans Planning Map shows the break in Nauset Spit with the new inlet. The 2001, 2005, 2009, 2010 and 2011 Orleans Planning Maps show the additional accretion to the northern terminus of Nauset Spit and the 2011 Map shows the inlet in Eastham. As a result of the erosion of the land in Eastham, the CCNS parcels shown on your June 2011 map appear to no longer exist. Based on accretion and the northerly migration of the land, the portion of Nauset Spit in the Town of Eastham is owned by the Town of Orleans.

It is well-settled property law that where accretions to the shoreline result in gain to the uplands, "the line of ownership follows the changing water line." *Burke v. Commonwealth*, 283 Mass. 63, 68 (1933); see *Allen v. Wood*, 256 Mass. 343, 349 (1926). Similarly, erosions lost to the tide "result in a loss of the eroded property for the owner." *Lorusso v. Akapesket Improvement Ass'n, Inc.*, 408 Mass. 772 (1990); *Michaelson v. Silver Beach Improvement Ass'n, Inc.*, 342 Mass. 251, 258 (1961).

The Town of Orleans has also received a "cease and desist" Enforcement Order from the Eastham Conservation Commission with respect to the oversand vehicle program on the portion of Nauset Spit in Eastham. The Town of Orleans intends to file a Notice of Intent with the Eastham Conservation Commission for a permit authorizing the activities. The Town of Orleans currently manages the area in Eastham in accordance with an Order of Conditions issued by the Orleans Conservation Commission and intends to continue to manage and protect the area consistent with federal, state and local standards and guidelines, including without limitation, those pertaining to rare and endangered shorebirds.

If you have any questions or would like to discuss this matter in more detail please do not hesitate to call.

Very truly yours,



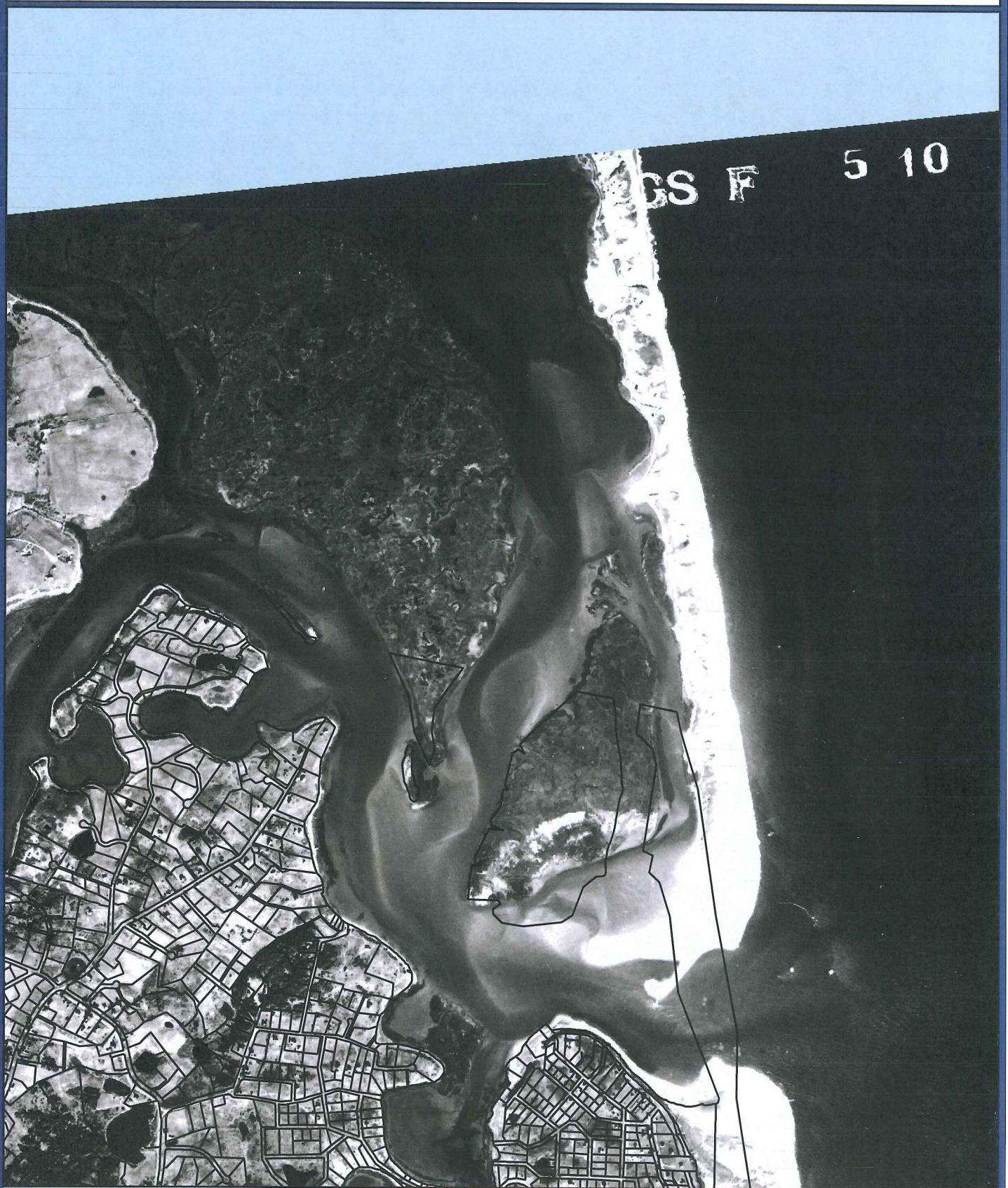
Michael D. Ford
Town Counsel

MDF/

cc: John Kelly, Town Administrator
Orleans Conservation Commission



1938



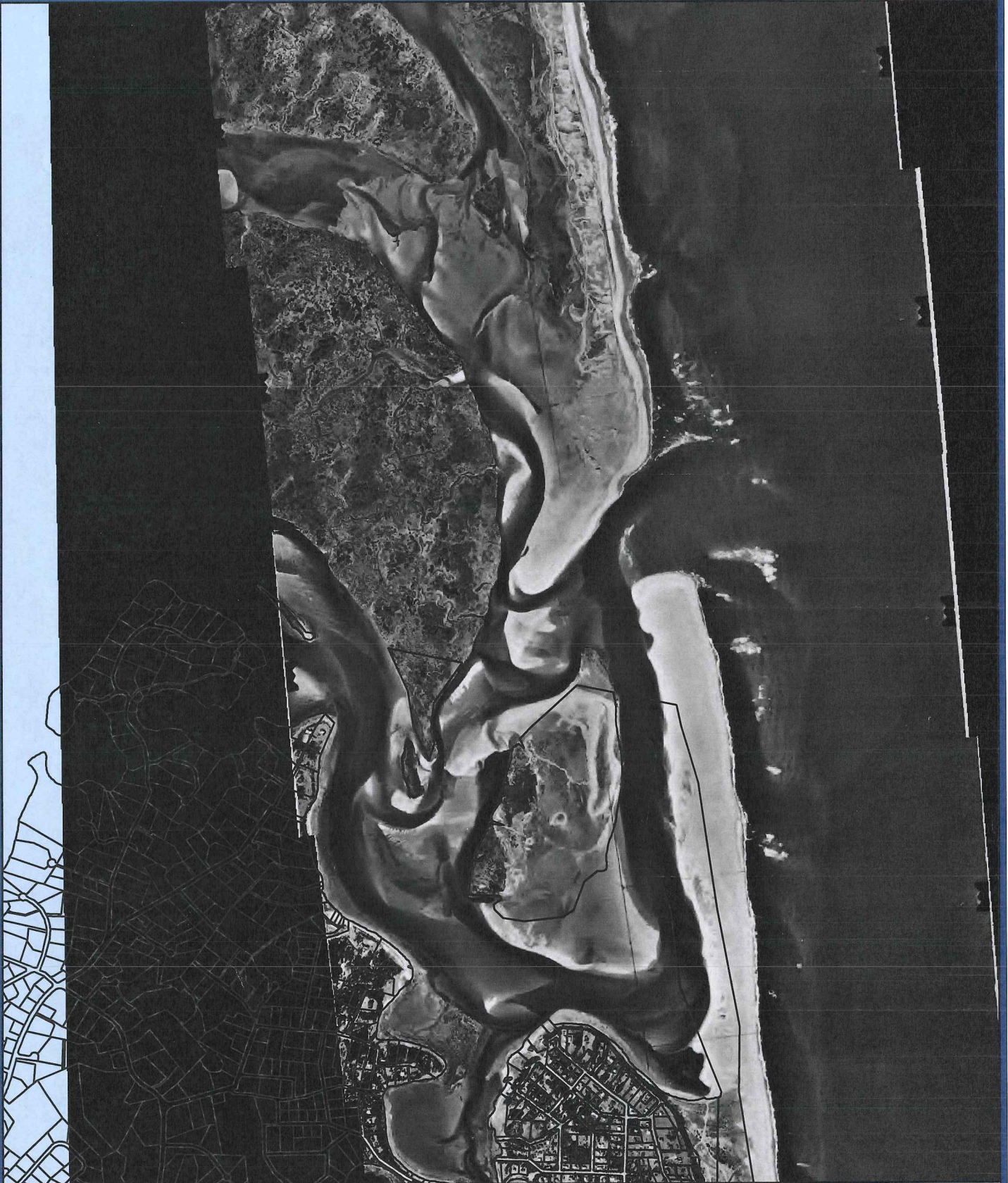
This map is illustrative and intended for planning purposes only. Orleans Planning, 2011



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1975



This map is illustrative and intended for planning purposes only. Orleans Planning, 2011



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1990



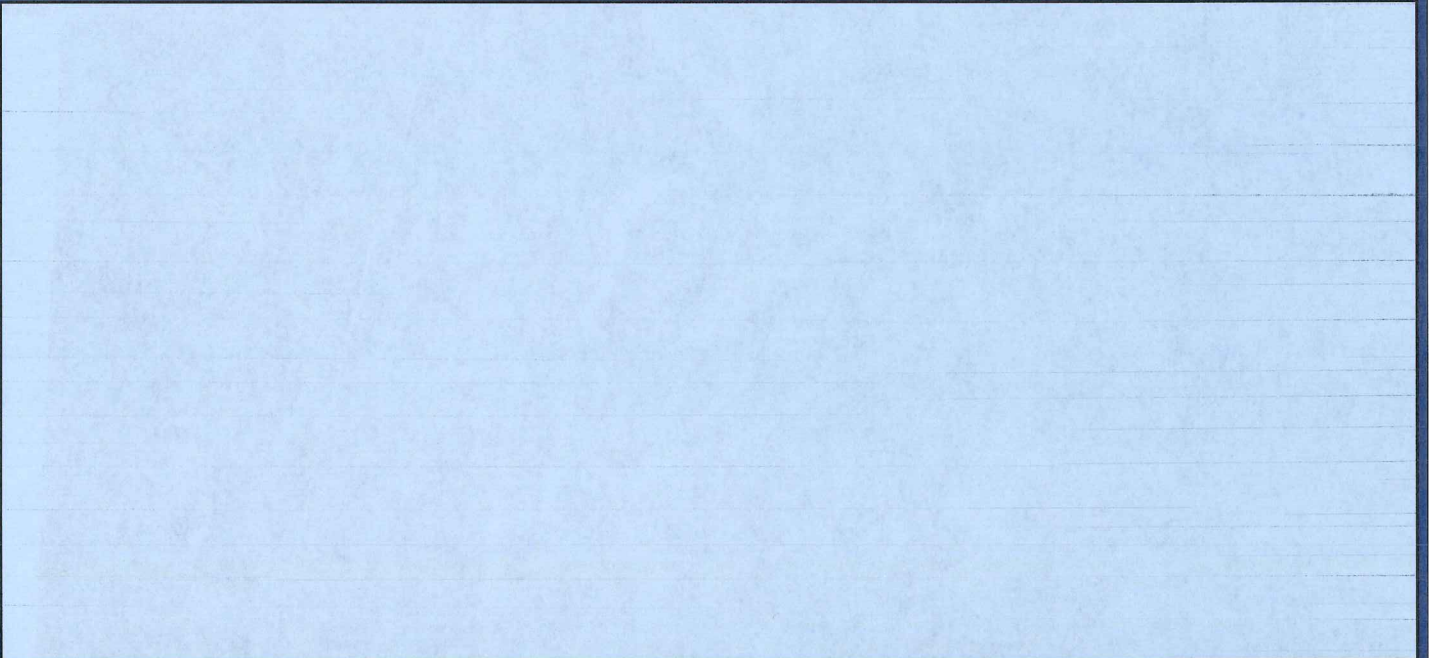
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1997



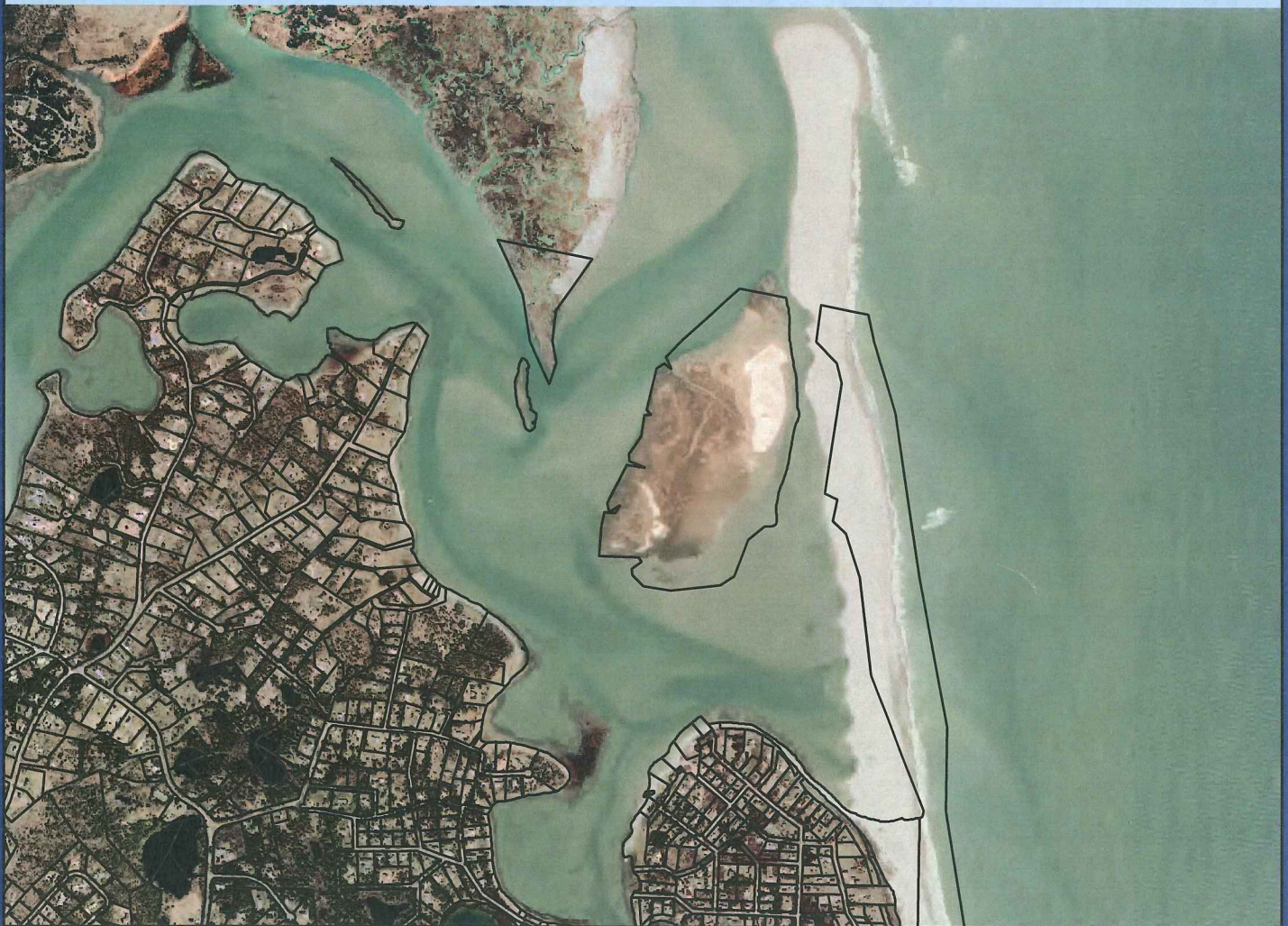
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2001



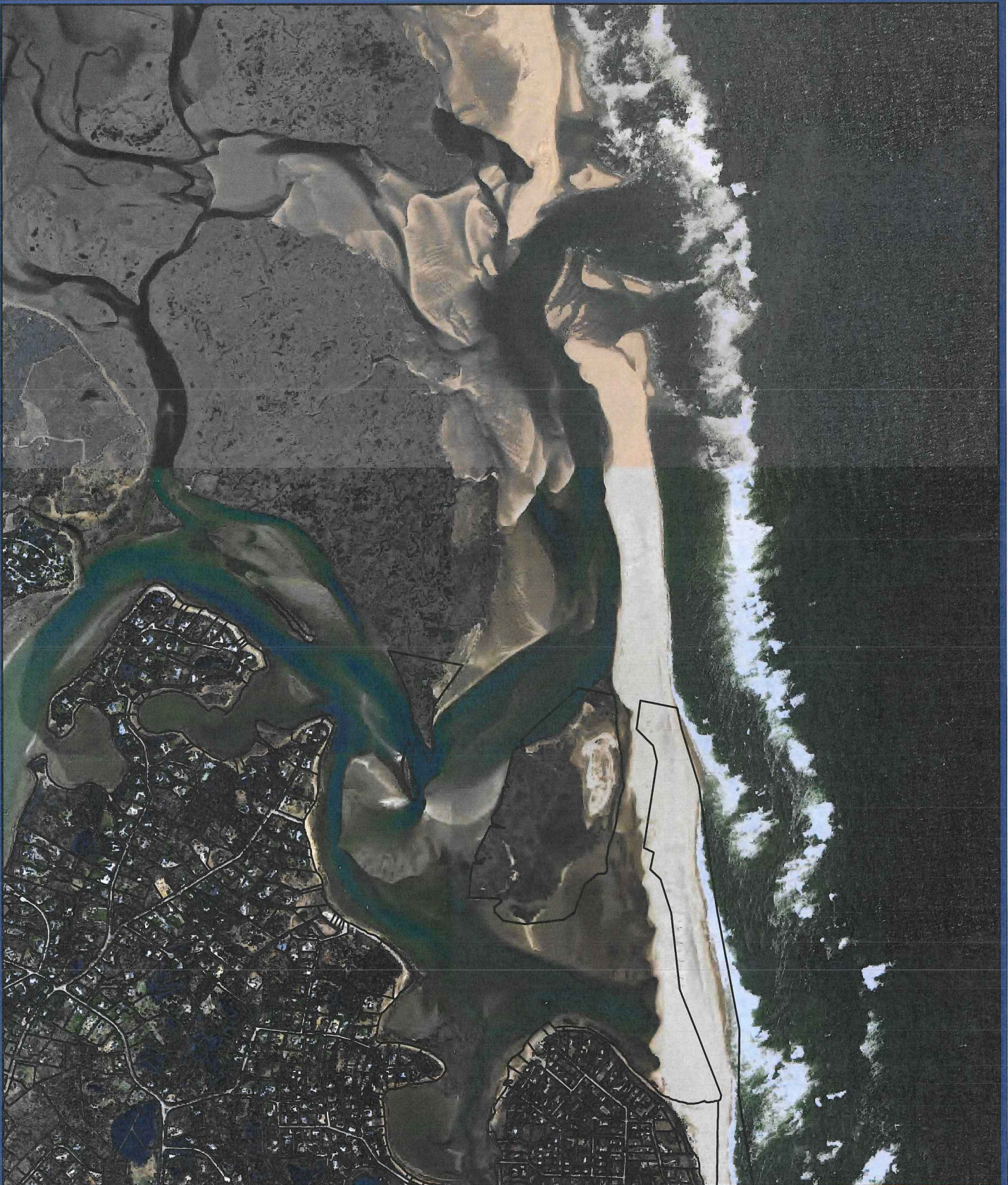
This map is illustrative and intended for planning purposes only. Orleans Planning, 2011



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2005



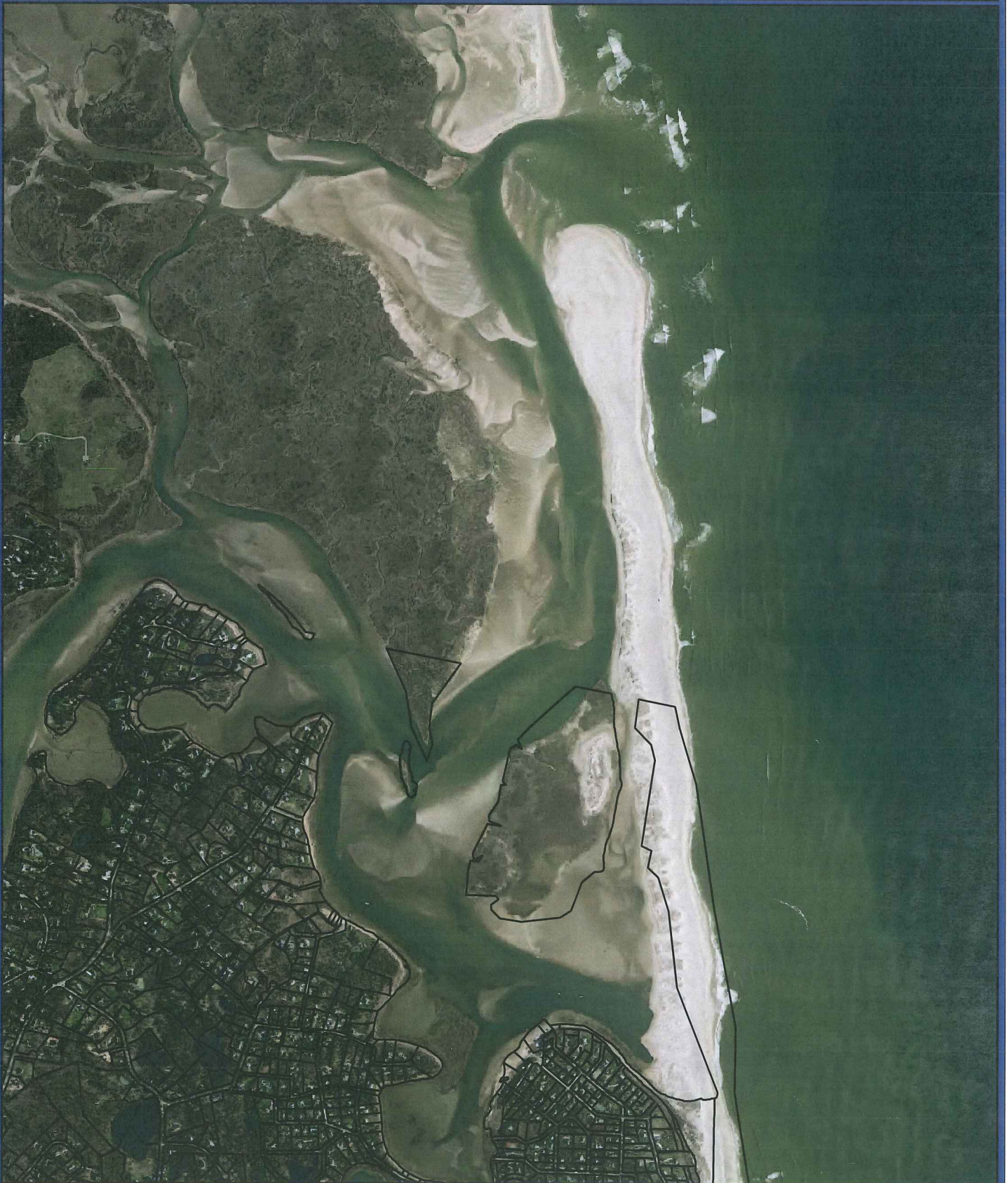
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2009



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2010



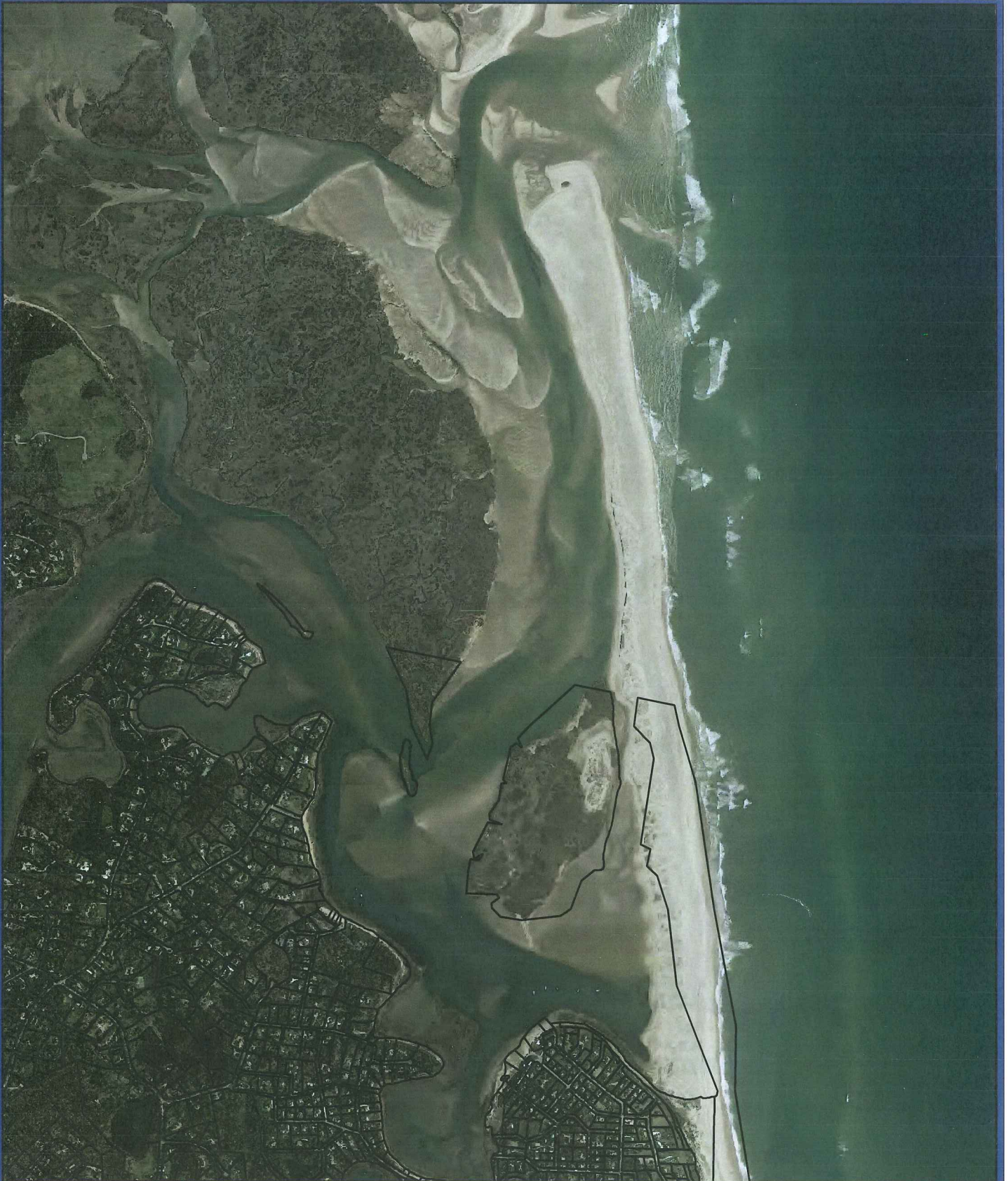
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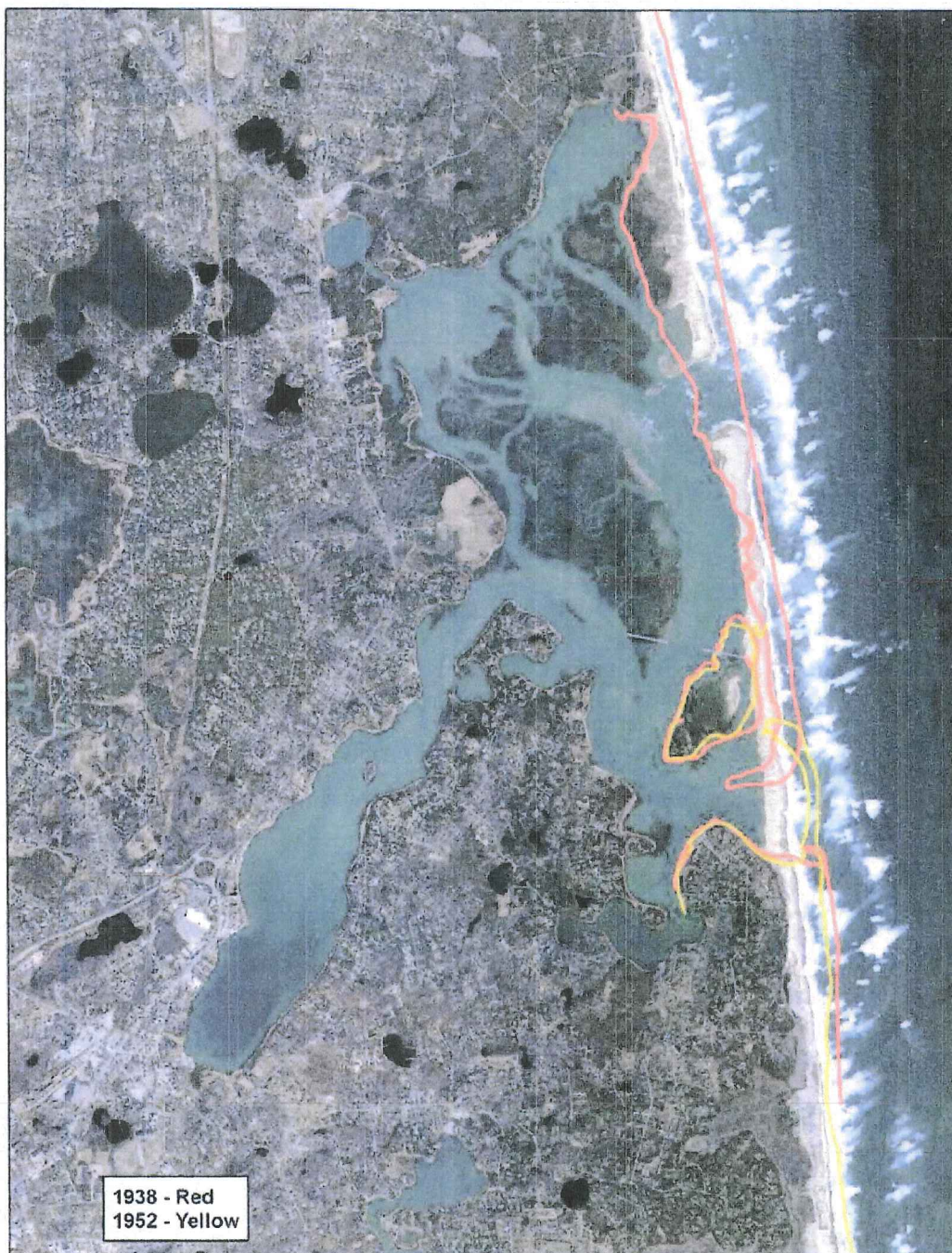
2011



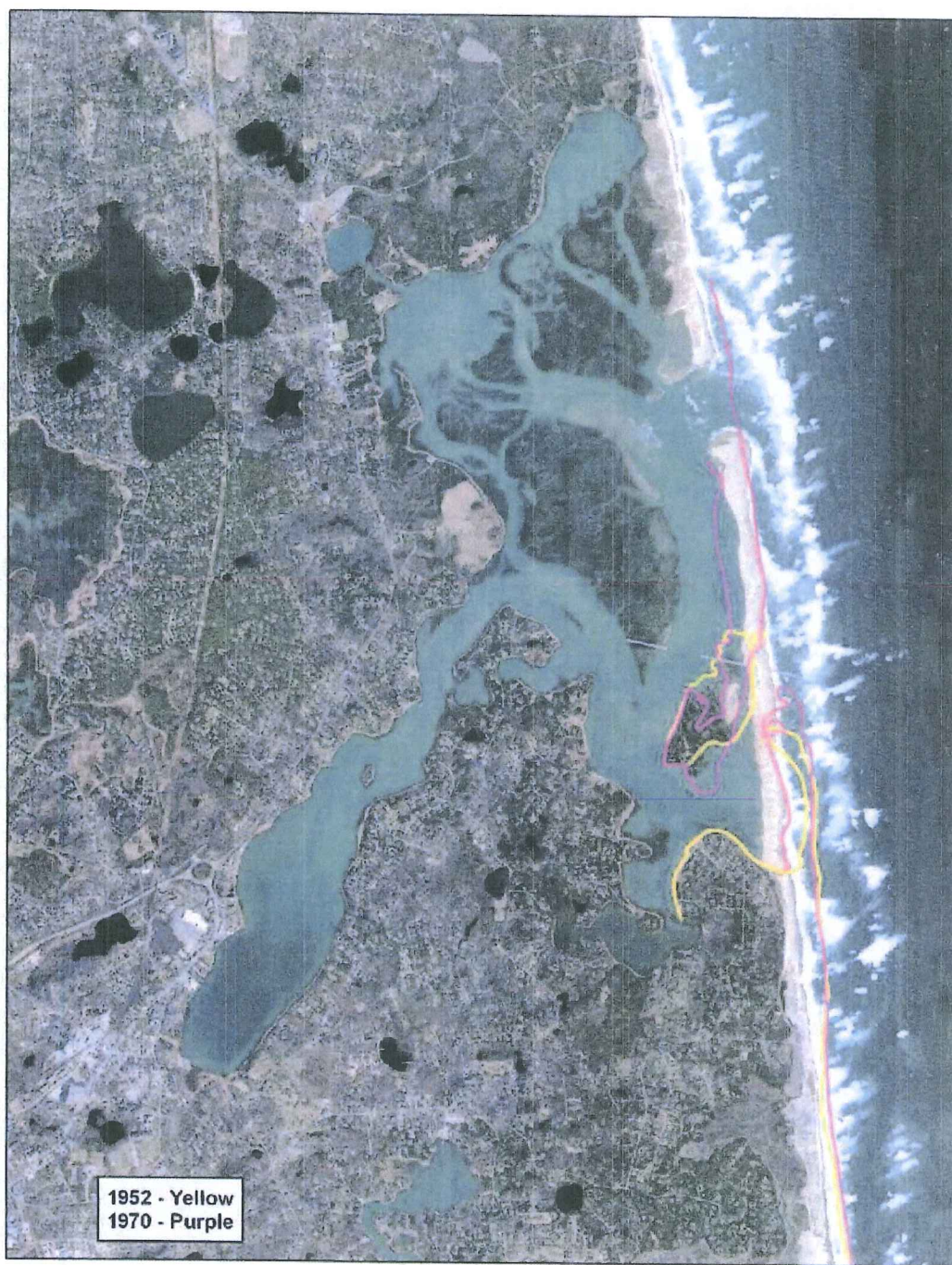
This map is illustrative and intended for planning purposes only. Orleans Planning, 2011



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1938 - Red
1952 - Yellow



1952 - Yellow
1970 - Purple

