

# AGENDA

Wednesday

June 3, 2015

**TOWN OF EASTHAM  
BOARD OF SELECTMEN  
WORK SESSION AGENDA  
Wednesday, June 3, 2015  
2:30 PM**

**REVISED: June 1, 2015**

**Location:**        Timothy Smith Room

1. Discussion Affordable Housing Policy/Program Options – Paul Lagg, Town Planner
2. CVEC – Amendment to Original Agreement
3. Selectmen Committee Liaison List
4. Reorganization Board of Water Commissioner
5. Timothy Smith Loan Applications
6. Minutes:
  - a. May 18, 2015 – Regular Meeting
  - b. May 18, 2015 – Executive Meeting
  - c. May 20, 2015 – Work Meeting
7. Other Business

**EXECUTIVE SESSION** – To discuss strategy with respect to negotiation strategy with non union personnel, litigation strategy, and land acquisition when an open meeting may have a detrimental effect on the bargaining and litigating position of the public body and the chair is so declaring

**Upcoming Meetings**

<i>Monday, June 15, 2015</i>	<i>5:00 p.m.</i>	<i>Regular Meeting</i>
<i>Wednesday, June 17, 2015</i>	<i>2:30 p.m.</i>	<i>Work Meeting</i>
<i>Wednesday, July 8, 2015</i>	<i>2:30 p.m.</i>	<i>Work Meeting</i>
<i>Monday, July 20, 2015</i>	<i>5:00 p.m.</i>	<i>Regular Meeting</i>

*\*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*



## TOWN OF EASTHAM

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2500 State Highway, Eastham, MA 02642  
All Departments 508-240-5900  
[www.eastham-ma.gov](http://www.eastham-ma.gov)

DATE: May 26, 2015

TO: Eastham Board of Selectmen  
Sheila Vanderhoef, Town Administrator

CC: Eastham Affordable Housing Trust

FROM: Paul Lagg, Town Planner *PL*

SUBJECT: Affordable Housing Options

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The purpose of this memo is to seek clarification and guidance from the Board of Selectmen on its priorities with respect to affordable housing development. The affordable housing policy that the Board of Selectmen has favored in the past has been to prioritize and support the development of single family rental units, scattered throughout the Town. This approach has been favored as it minimizes concentrations of low income units and provides much needed affordable rentals. While there is merit to this approach, I would like to suggest that the Board consider expanding its housing policy in order help focus and expedite the work of town staff and the Affordable Housing Trust in:

- Identifying and prioritizing potential projects and/or sites for affordable housing.
- Determining the types of affordable housing projects that warrant investment of staff time and resources.
- Determining the type of projects that may warrant Town investment.

A more robust housing policy will also help housing development entities and the general public understand the Board's expectations and priorities. Based on the goals and priorities set forth in the 2010 Housing Production Plan, the following guiding principles are suggested for the Board's consideration.

### **PROPOSED GUIDING PRINCIPLES:**

Whenever possible, the Town of Eastham will pursue affordable housing development opportunities that:

1. Increase housing opportunities to those who live and/or work in the community, by prioritizing opportunities that support its local citizenry and that serve a range of local housing needs - even if the units may not be eligible for inclusion in the State Subsidized Housing Inventory (SHI).
2. Develop year round affordable rental units to serve Eastham's most financially vulnerable residents including its service workers.
3. Identify properties that have reduced or nominal acquisition costs.
4. Support the subsidization of rental housing and the subsidization of infrastructure and utilities to new housing developments.
5. Maximize opportunities within Eastham's built environment by prioritizing projects that convert existing housing into affordable units (accessory apartments, small in-fill developments, buy-down initiatives).
6. Develop projects that serve a wide range of housing needs including families, single occupants, seniors and special needs populations.
7. Encourage a diversity of housing types including clustered mixed-income and scattered single and multi-family units.

#### **BACKGROUND INFORMATION:**

In 2010, the Town of Eastham prepared a Housing Production Plan to provide greater local control over its housing development. This plan was approved by the State and met the requirements of Massachusetts General Law Chapter 40B, 760 CMR 56.00. The Housing Production Plan included the following priority housing needs:

#### **Households with Limited Incomes - Need Affordable Rental Units**

Priority Need #1: Given the high costs of housing, more subsidized rental housing is necessary to make living in Eastham more affordable, particularly for those with very limited financial means.

#### **Affordability Gaps - Need Homeownership Opportunities**

Priority Need #2: Wider ranges of affordable housing options are needed including first time homeownership opportunities, particularly for younger households entering the job market and forming their own families, as well as for empty nesters.

#### **Special Needs Housing - Need Accessible Units and Supportive Services**

Priority Need #3: Some amount of new housing should be accessible to the disabled, including seniors; more supportive housing services should also be integrated into new development.

### **Existing Housing Conditions - Need Home Improvement Resources**

Priority Need #4: Programs to support necessary home improvements, including de-leading and septic repairs for units occupied by low and moderate income households, particularly the elderly living on fixed incomes and including investor owned properties tenanted by qualifying households.

### **SUMMARY:**

Establishing of a set of clear, guiding principles will provide a framework for Eastham's proactive housing policy. The guiding principles will help Eastham create housing opportunities that serve the Town's specific needs and will help the Town and its housing partners to remain focused on readily achievable goals. It is anticipated that these guiding principles may be revisited from time to time to ensure they match current housing needs and reflect the evolving goals and priorities of the Board of Selectmen.

Thank you for your consideration. Should you have any questions or require additional information, please don't hesitate to contact me.

## **BOARD OF SELECTMEN AFFORDABLE HOUSING POLICY SUPPLEMENTAL INFORMATION**

### **What is the Subsidized Housing Inventory (SHI)?**

The SHI is the official list of units that count toward a community's 10% goal as prescribed by Chapter 40B (Comprehensive Permit Law). Eastham currently has 50 units counted on the SHI. This represents **1.9%** of the year round housing units.

### **What are the benefits to achieving the 10% Affordability Goal?**

Communities that have not achieved the 10% goal are susceptible to override of local zoning. If a developer chooses to include affordable housing as part of their development proposal, the developer may file a comprehensive permit application with the locality if the permit is denied, the developer may appeal to the state to override the local zoning provisions. In these situations, communities often lose control of the development process and residents may become dissatisfied with the resulting development. The best way to avoid such a situation is to achieve the 10% goal by laying out a plan to meet affordable housing needs in a manner acceptable to the community's own vision.

### **Should Eastham's main focus remain on creating SHI eligible units?**

While there is both philosophical and practical merit to meeting the State's 10% affordable housing goal; it is important to remember that this goal is a moving target. As normal housing growth will continue to drive up the 10% goal, the required minimum number of year round affordable units needed will increase over time. It is estimated that Eastham will need to create 15 units annually in order to keep pace. Eastham is currently at 1.9% affordability. In concentrating mainly on SHI eligible units, the Town may overlook opportunities to serve the local need and ensure affordability at the expense of gaining a small increase in its 10% goal.

### **Why consider supporting a policy that does not require units to be counted on the SHI?**

While a major goal of the Housing Production Plan is to eventually meet the state's 10% goal, another important goal is to serve the total range of local housing needs. There are instances where housing initiatives might be promoted to meet these local needs that will not necessarily result in the inclusion of units on the Subsidized Housing Inventory. An example of a successful program that does not focus on SHI units is the Wellfleet Affordable Accessory Dwelling Unit program (AADU). The program has created 18 new units over the past several years. While the units do not count towards the 10% goal, they do fill a dire local need for small rental units which diversify the housing stock in the community *(a prime need for Eastham as well)*.

**Other factors to consider:**

- Programs and projects that comply with State requirements and result in SHI countable units are very labor intensive.
- Affordable accessory apartments that count on the SHI require deed restrictions which often make property owners apprehensive about committing or supporting affordability programs.
- Compliance with SHI criteria inhibits a communities ability to maximize its local preference options. For example, state guidelines require renters to be selected from a regional eligibility list. *(Note: The regional "Ready Renters" list is currently in limbo without an identified management entity)*. Also, units with existing tenants or family members cannot be included on the SHI even if those tenants are income qualified.

## AMENDMENT NO. 1 TO THE COOPERATIVE NET METERED POWER PURCHASE AND EQUIPMENT ATTACHMENT AGREEMENT

### Town of Eastham/DPW Building

This Amendment No. 1 dated April 3, 2015 ("Amendment") to the Cooperative Net Metered Power Purchase and Equipment Attachment Agreement ("Agreement"), is by and between the Cape & Vineyard Electric Cooperative, Inc. ("Seller" or "CVEC"), Consolidated Edison Solutions, Inc. ("Equipment Owner"), and Town of Eastham ("Buyer" or "Roof Owner").

#### Recitals

- A. Seller, Equipment Owner, and Buyer are parties to the Agreement dated October 21, 2009, by which Buyer purchases from Seller all of the Net Energy generated during the Term by the PV Facility owned and operated by the Equipment Owner and described in Exhibit A to the Agreement.
- B. Seller, Equipment Owner, and Buyer wish to amend the Agreement so as to partially compensate Equipment Owner for assuming responsibility for the performance of certain maintenance responsibilities which were to be performed by CVEC pursuant to Section 2.7 and Exhibit B-2 to Exhibit B ("General Terms and Conditions of Cooperative Net Metered Power Purchase and Equipment Attachment Agreement") of the Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises set forth below, the Parties, intending to be legally bound, agree as follows:

#### ARTICLE I: DEFINITIONS

- 1.1 Terms not specifically defined herein shall have the meaning set forth in the Agreement.

#### ARTICLE II: AMENDMENTS

- 2.1 Article I ("Definitions") of Exhibit B ("General Terms and Conditions of Cooperative Net Metered Power Purchase and Equipment Attachment Agreement") to the Agreement is hereby amended by replacing "White Plains, New York" in the definition of "Equipment Owner" with "Valhalla, New York".

- 2.2 Section 2.11 ("Use of Installation and/or Maintenance Subcontractors") is hereby revised by deleting the existing section in its entirety and replacing it with the following:



“Equipment Owner may use qualified subcontractors to install the PV Facility, provided that Equipment Owner shall at all times remain fully responsible for the acts and omissions of such subcontractors. The use of subcontractors as set forth in the preceding sentence shall not require the consent of other Parties. Installation and maintenance subcontractors shall be required to meet the insurance requirements set forth in Exhibit B-3 to these General Terms and Conditions, provided, however, that satisfaction of such requirements shall not relieve Equipment Owner of its responsibilities for such subcontractors as set for in this Section 2.11. Background checks shall be conducted on all persons having access to the Building or Roof to ensure compliance with M.G.L. c. 71, §38R. Roof Owner and/or CVEC may require Equipment Owner to remove such subcontractors as Roof Owner or CVEC, each in its reasonable discretion, deems objectionable or contrary to the best interests of the Roof Owner or CVEC.”

2.3 Exhibit B-1 (“Pricing”) to Exhibit B (“General Terms and Conditions of Cooperative Net Metered Power Purchase and Equipment Attachment Agreement”) is deleted in its entirety and replaced by the Exhibit B-1 attached hereto.

2.4 Exhibit B-2 (“Maintenance Responsibilities”) to Exhibit B (“General Terms and Conditions of Cooperative Net Metered Power Purchase and Equipment Attachment Agreement”) is deleted in its entirety and replaced by the Exhibit B-2 attached hereto.

2.5 All notices, demands, requests, consents or other communications required or permitted to be given or made to Equipment Owner and Seller in accordance with Section 12.1 (“Notices”) of Exhibit B (“General Terms and Conditions of Cooperative Net Metered Power Purchase and Equipment Attachment Agreement”) to the Agreement shall be in writing and addressed to the addresses set forth below the signatures of Equipment Owner and Seller to this Amendment.

### **ARTICLE III: MISCELLANEOUS**

3.1 Except as expressly modified by this Amendment, all other provisions of the Agreement remain in full force and effect.

3.2 In the event the terms of this Amendment may be interpreted to conflict with or be rendered ambiguous or require a lesser standard by the terms of the Agreement, the terms of this Amendment shall prevail.

3.3 This Amendment may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument. The Parties agree that a scanned or electronically reproduced copy or image of

this Amendment bearing the signatures of the Parties hereto shall be deemed an original and may be introduced or submitted in any action or proceeding as competent evidence of the execution, terms and existence of this Amendment notwithstanding the failure or inability to produce or tender an original, executed counterpart of this Amendment and without the requirement that the unavailability of such original, executed counterpart of this Amendment first be proven.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date first set forth above.

SELLER/CVEC

Cape & Vineyard Electric Cooperative, Inc.

By: \_\_\_\_\_  
Name: John C. Checklick  
Title: President

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

P.O. Box 427  
Barnstable, MA 02630

BUYER/ROOF OWNER

Town of Eastham

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_

EQUIPMENT OWNER

Consolidated Edison Solutions, Inc.

By: \_\_\_\_\_  
Name: Jorge J. Lopez  
Title: President and Chief Executive Officer

Consolidated Edison Solutions, Inc.  
100 Summit Lake Drive, Suite 410  
Valhalla, NY 10595

## **EXHIBIT B-1**

### **PRICING**

(a) For each kWh of electric power delivered to Buyer from the PV Facility, Buyer shall pay Seller a price equal to:

- o 13.45 cents/kWh for a 100 kW system

(b) This price does not include any applicable taxes.

(c) This price is for 100% of the Net Energy generated by the PV Facility in all hours that the PV Facility is generating Energy during the Term; provided that this provision shall be amended upon the Department implementing rules and regulations for net metering (as required under St. 2008, c. 169, §78), to conform to the greatest extent possible to such rules and regulations.

## EXHIBIT B-2

### MAINTENANCE RESPONSIBILITIES

#### 1. Monitoring:

Equipment Owner will maintain a 10 year warranty from the date of original installation on the PV systems installed. Equipment Owner will monitor the PV systems for overall system performance and for unusual performance degradation suggestive of a system malfunction.

If a material change in anticipated system performance is detected by Equipment Owner, Equipment Owner will inspect the system for the cause of such performance degradation within five Business Days of such detection. If deemed necessary by Equipment Owner, Equipment Owner will undertake repairs in accordance with Good Engineering Practice which are not covered by manufacturers' warranties.

For repairs not covered by manufacturers' warranties:

- For repairs that can be completed with generally available labor and materials (i.e., repairs not requiring the ordering of major components), Equipment Owner will work diligently at Equipment Owner's sole cost and expense, so as to complete such repairs within two to five Business Days of when repairs are initiated.
- For repairs that require the procurement of major components (such as PV panels, inverters and inverter parts of any type), initiation of repairs shall be defined as the ordering of replacement parts.. Equipment Owner will work diligently, at its sole cost and expense, so as to complete such repairs within two to five Business Days of receipt of the replacement parts.

For repairs covered by manufacturers' warranties:

- Equipment Owner will notify the warrantor within one Business Day of its determination of the need for a warrantable repair and that a repair or replacement of a system component covered by a warranty is required.
- Equipment Owner will notify CVEC and Roof Owner of estimated repair times and/or when replacement equipment is scheduled for delivery as quoted by the warrantor, should such replacement equipment need to be stored on site.
- Equipment Owner will work diligently with the warrantor so as to complete such repairs as soon as practicable and will provide CVEC with progress reports as required.

## **2. Equipment Owner's Scheduled Maintenance Activities:**

In addition to service activities necessitated as a result of an unanticipated degradation in performance of the PV system, Equipment Owner will also perform the following scheduled maintenance activities:

- A. Perform and document a thorough annual inspection for physical damage to panels, panel supports, junction boxes, and cable runs, including inspection of the inside of cabinets where accessible. Such inspection to include assessment for damage from animals dependent on the location of the PV systems. Such inspection will include IR scans on combiner boxes, junction boxes and serviceable AC terminations which are reasonably accessible. Open-circuit voltage and operating current testing will be performed on strings at combiner box.
- B. Once per year, inverter air filters may need to be replaced or cleaned, and dust may need to be removed from inverter heat sinks per warranty requirements. Inverter torque marks should also be checked and inverter wire connections retightened to design specifications and manufacturer guidelines.
- C. Equipment Owner will review performance trending, looking for decrease in output (beyond normal degradation) due to dirty panels. If output decrease is observed, Equipment Owner may, at its sole discretion, wash the panels in accordance with the manufacturer's recommendations.
- D. Any other maintenance activities required under applicable manufacturers' warranties.

## **3. Weather-related Events:**

In addition to the inspection cycles described above, the PV systems need to be inspected for damage after significant weather events (e.g., where debris may be airborne), including hail, sleet or heavy thunderstorms during which strong winds are present.

Heavy wet snow loads may also cause damage to the PV system and visual inspections are required following such events.

Roof Owner will use Commercially Reasonable efforts to perform such inspections after significant weather events and will notify CVEC and the Equipment Owner in the event that Roof Owner detects damage to the PV system.

## **4. Age Related:**

Before or during the 5th year of operation of the PV facility, the inverter may need to be cleaned and should be inspected for loose cable ties. If the inverters require replacement in the 10th – 15th year of operation, such costs shall be at Equipment Owner's sole cost and expense.

PROPOSED  
2.

## **AMENDMENT NO. 1 TO THE COOPERATIVE NET METERED POWER PURCHASE AND EQUIPMENT ATTACHMENT AGREEMENT**

### **Town of Eastham/Elementary School**

This Amendment No. 1 dated April 3, 2015 ("Amendment") to the Cooperative Net Metered Power Purchase and Equipment Attachment Agreement ("Agreement"), is by and between the Cape & Vineyard Electric Cooperative, Inc. ("Seller" or "CVEC"), Consolidated Edison Solutions, Inc. ("Equipment Owner"), and Town of Eastham ("Buyer" or "Roof Owner").

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- 2.2 Section 2.11 ("Use of Installation and/or Maintenance Subcontractors") is hereby revised by deleting the existing section in its entirety and replacing it with the following:

“Equipment Owner may use qualified subcontractors to install the PV Facility, provided that Equipment Owner shall at all times remain fully responsible for the acts and omissions of such subcontractors. The use of subcontractors as set forth in the preceding sentence shall not require the consent of other Parties. Installation and maintenance subcontractors shall be required to meet the insurance requirements set forth in Exhibit B-3 to these General Terms and Conditions, provided, however, that satisfaction of such requirements shall not relieve Equipment Owner of its responsibilities for such subcontractors as set for in this Section 2.11. Background checks shall be conducted on all persons having access to the Building or Roof to ensure compliance with M.G.L. c. 71, §38R. Roof Owner and/or CVEC may require Equipment Owner to remove such subcontractors as Roof Owner or CVEC, each in its reasonable discretion, deems objectionable or contrary to the best interests of the Roof Owner or CVEC.”

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3.2 In the event the terms of this Amendment may be interpreted to conflict with or be rendered ambiguous or require a lesser standard by the terms of the Agreement, the terms of this Amendment shall prevail.

3.3 This Amendment may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the



same instrument. The Parties agree that a scanned or electronically reproduced copy or image of this Amendment bearing the signatures of the Parties hereto shall be deemed an original and may be introduced or submitted in any action or proceeding as competent evidence of the execution, terms and existence of this Amendment notwithstanding the failure or inability to produce or tender an original, executed counterpart of this Amendment and without the requirement that the unavailability of such original, executed counterpart of this Amendment first be proven.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date first set forth above.

SELLER/CVEC

Cape & Vineyard Electric Cooperative, Inc.

By: \_\_\_\_\_

Name: John C. Checklick

Title: President

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

P.O. Box 427

Barnstable, MA 02630

BUYER/ROOF OWNER

Town of Eastham

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

EQUIPMENT OWNER

Consolidated Edison Solutions, Inc.

By: \_\_\_\_\_

Name: Jorge J. Lopez

Title: President and Chief Executive Officer

Consolidated Edison Solutions, Inc.

100 Summit Lake Drive, Suite 410

Valhalla, NY 10595

## **EXHIBIT B-1**

### **PRICING**

(a) For each kWh of electric power delivered to Buyer from the PV Facility, Buyer shall pay Seller a price equal to:

- o 13.45 cents/kWh for a 100 kW system

(b) This price does not include any applicable taxes.

(c) This price is for 100% of the Net Energy generated by the PV Facility in all hours that the PV Facility is generating Energy during the Term; provided that this provision shall be amended upon the Department implementing rules and regulations for net metering (as required under St. 2008, c. 169, §78), to conform to the greatest extent possible to such rules and regulations.

## COMMITTEE LIAISONS

Committee Name	Meeting Time	BOS Liaison	Search	Town	Finance
Affordable Housing Trust	<i>As Called</i>	John Knight		Town Admin	Susan Beyle
Board of Assessors	<i>As called by Deputy Assessor</i>	Martin McDonald	Bob Smith	Belinda Eyestone	Russ French
Bikeways Committee	<i>2<sup>nd</sup> Wed-5PM</i>	Elizabeth Gawron	Dilys Smith		Fred Guidi
Board of Cemetery Comm.	<i>1st Tues -10:30AM</i>	Martin McDonald			Brian Eastman
Community Pres Comm.	<i>2<sup>nd</sup> Thurs -5:30PM</i>	Elizabeth Gawron	Bob Smith		
Conservation Comm.	<i>2<sup>nd</sup> and 4<sup>th</sup> Tues. -7PM</i>	Martin McDonald	Jessica Dill		Russ French
Council On Aging	<i>3<sup>rd</sup> Thurs. -9:30AM</i>	Elizabeth Gawron		Sandy Szedlak	Fred Guidi
Cultural Council	<i>3<sup>rd</sup> Mon./month</i>	Linda Burt	Gloria Schropfer		Susan Beyle
Eastham Elem. Sch. Comm.	<i>3<sup>rd</sup> Tues.-7PM</i>	John Knight			Russ French
Finance Committee	<i>2<sup>nd</sup> Wed.-5PM &amp; as called</i>	Rotating	Bob Smith		
1651 Forest Advisory Comm.	<i>As called</i>	Linda Burt	Bob Smith		Russ French
Board of Health	<i>4<sup>th</sup> Thurs./Month- 3PM.</i>	Wally Adams	Jessica Dill	Jane Crowley	John Knox
Board of Hwy. Surveyors	<i>As Called</i>	BOS			
Historical Commission	<i>3<sup>rd</sup> Tues./month</i>	Linda Burt	Gloria Schropfer		
Human Svcs.Advisory Bd.	<i>Every Tues. in Oct. &amp; Nov.</i>	John Knight	Dilys Smith		Susan Beyle
Board of Library Trustees	<i>1<sup>st</sup> Sat. -8AM</i>	Elizabeth Gawron			
Nauset Regional Sch. Comm.	<i>1<sup>st</sup> Thurs. -7PM (Orleans Middle Sch. Gym)</i>	Elizabeth Gawron			
Old Town Centre Historic Comm.	<i>As called by Chair</i>		Gloria Schropfer		Russ French
Open Space Committee	<i>Last Wed./month- 7PM</i>	Martin McDonald			Fred Guidi
Planning Board	<i>2<sup>nd</sup> Wed.-5PM</i>	Wally Adams	Bob Smith		Russ French
Recreation Commission	<i>2<sup>nd</sup> Tues./month- 7PM</i>	John Knight	Jessica Dill	Mark Powers	
Recycling Committee	<i>2<sup>nd</sup> Tues. /month 5:30PM</i>	Linda Burt	Bob Smith		Russ French
Search Committee	<i>As Called</i>	Linda Burt			
Tri-Town Bd. of Managers	<i>As Called</i>	Martin McDonald			
Visitor's Tourism Bd.	<i>As Called</i>	Linda Burt	Gloria Schropfer		Fred Guidi
Water Management Comm.	<i>2<sup>nd</sup> Tues./month- 2PM</i>	Elizabeth Gawron		Jane Crowley	Brian Eastman