

# AGENDA

Monday

July 20, 2015

**TOWN OF EASTHAM  
AGENDA  
BOARD OF SELECTMEN  
Monday, July 20, 2015  
5:00 PM**

**Location:**        Earle Mountain Room

**I. PUBLIC/SELECTMEN INFORMATION**

**II. PUBLIC HEARING RE LICENSING**

5:00 p.m.        Aquaculture Licenses:  
Transfer from James Bright to Craig Poosikian – Boat Meadow  
Transfer from Brian Edmunds to Kathryn Edmunds – Nauset Marsh

**III. APPOINTMENTS**

5:15 p.m.        Landfill Solar Panel Award New England &  
Tri Town Septage Treatment Plant Operation Update – Martin McDonald  
5:30 p.m.        Update Town of Eastham Wastewater Planning Program– Jeff Gregg & Jessica Janney –  
Engineers, GHD and Jane Crowley, Eastham Health Agent  
6:00 p.m.        Municipal Water Project Update – Mark White, Environmental Partners and Bruce  
Adams, Weston & Sampson

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

**IV. ADMINISTRATIVE MATTERS**

- A.        Action/Discussion
1.        Transient Vendor Permits
  2.        New Committee Appointments
    - a.        Terri Rae Smith – Board of Cemetery Commissioners
    - b.        Mark Murzyn – Old Town Centre Historic District Commission
  3.        Accept Resignations
    - a.        Ed Schneiderhan from the Electronic Voting Committee
    - b.        Mary Nicolini from the Old Town Centre Historic Commission.
    - c.        Bernard Kaplan (deceased) from the Barnstable County Home Consortium  
Advisory
  4.        Approve the American Lung Association's 2015 Autumn Escape Bike Trek
  5.        CVEC Contracts

**V. OTHER BUSINESS/CORRESPONDENCE**

**VI. TOWN ADMINISTRATOR'S REPORT**

**VII. EXECUTIVE SESSION** – To discuss strategy with respect to litigation strategy, 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 August 3, 2015</i>	<i>5:00 p.m.</i>	<i>Regular Session</i>
<i>Wednesday, August 5, 2015</i>	<i>3:00 p.m.</i>	<i>Work Session</i>
<i>Monday, August 17, 2015</i>	<i>5:00 p.m.</i>	<i>Regular Session Tax Classification Hearing</i>

***This meeting will be video recorded and broadcast over Local Access Channel 18 and through the Town website at [www.eastham-ma.gov](http://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***



5<sup>00</sup>  
p.m.

**LEGAL NOTICE  
TOWN OF EASTHAM  
PUBLIC HEARING  
AQUACULTURE LICENSES**

Pursuant to M.G.L. Ch 130 § 57 and 60, the Eastham Board of Selectmen will hold a public hearing on Monday, July 20, 2015 at 5PM in the Eastham Town Hall, Earle Mountain Room, 2500 State Highway, Eastham, MA 02642 concerning the following aquaculture licenses:

**Transfer Aquaculture Licenses:**

Mr. Craig Poosikian  
49 Rayber Road Orleans MA 02653

Site# B7E      ½ Acre  
Boat Meadow

Ms. Kathryn Edmunds  
65 Kettle Hole Road Eastham MA 02642

Site# N65      1 ½ Acres  
Nauset Marsh

*Published in the Friday, July 3, 2015 Edition of the Cape Codder*

*Posted: Natural Resources Office, Town Hall Lobby, Town Hall Outside Board*

# Town of Eastham

Natural Resources Department  
555 Old Orchard Road  
Eastham, MA. 02642



508 240-5972  
FAX 240-6687  
[natres@eastham-ma.gov](mailto:natres@eastham-ma.gov)

TO: Eastham Board of Selectmen

FROM: Michael J. O'Connor  
Senior Natural Resources Officer

RE: **Aquaculture Licenses**

DATE: May 26, 2015

**Craig Poosikian**  
49 Rayber Rd.  
Orleans, MA 02653  
P.O. Box 1878  
Orleans, MA 02653

**Site# B7E** 1/2 Acre  
Boat Meadow

Craig Poosikian has applied for an Eastham Aquaculture license. Mr. Poosikian has many years of experience as a commercial fisherman and has worked on aquaculture grants in Brewster and Wellfleet. He currently holds a valid Eastham Commercial Shellfish License and we visited the site so he is familiar with the area. This will be a transfer of a license from James Bright and does not need to be surveyed by the Division of Marine Fisheries as the license doesn't expire until April 1, 2018.

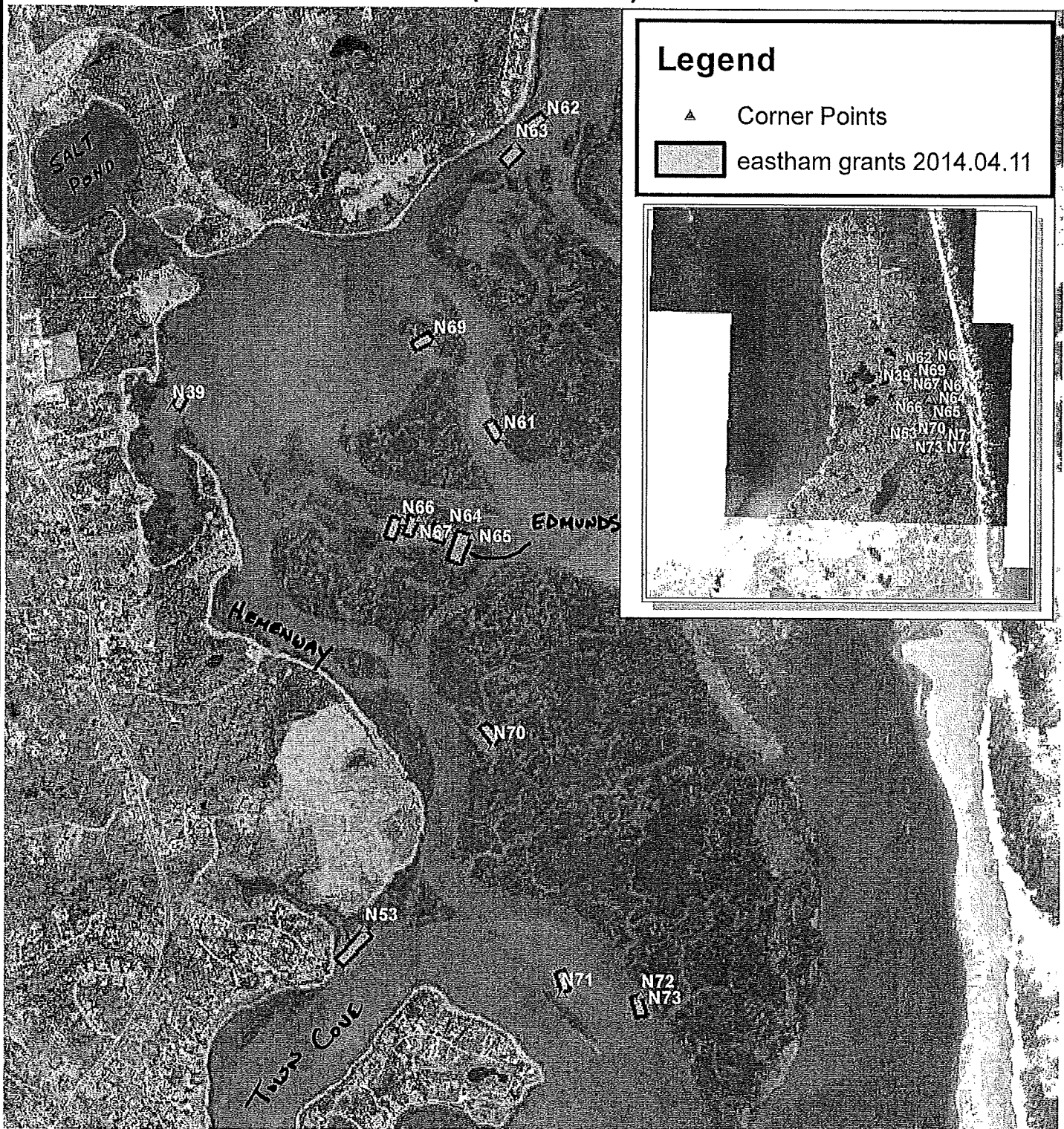
**Kathryn Edmunds**  
65 Kettle Hole Rd.  
Eastham, MA 02642

**Site# N65** 1 1/2 Acres  
Nauset Marsh

Kathryn Edmunds has applied for an aquaculture license. Currently site N65 is licensed to Brian Edmunds and he passed away recently. As per the Town of Eastham Aquaculture Regulations a site may be transferred to an immediate family member. Ms. Edmunds would like to take over the grant that she has helped work over the last several years. She is familiar with the site and currently holds a valid Eastham Commercial Shellfish License. The site does not need to be surveyed by the Division of Marine Fisheries as the license is still active.



## Estimated Locations of Aquaculture Grants Nauset marsh, Eastham MA (5/20/2014)



Although these data have been processed successfully on computer systems at the National Park Service, no warranty expressed or implied is made regarding the utility of the data on other systems for general or scientific purposes, nor shall the act of distribution constitute any such warranty.

## Gillespie-Lee, Laurie

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**From:** Mike O'Connor <natres@eastham-ma.gov>  
**Sent:** Tuesday, June 02, 2015 10:22 AM  
**To:** Gillespie-Lee, Laurie  
**Subject:** FW: Notification

Laurie

Here is the email from Jimmy Bright giving up his grant at Boat Meadow. I am issuing part of it to Craig Poosikian who is a new applicant. If you want to include this in the packets.

Mike

Michael J. O'Connor  
Town Of Eastham  
Senior Natural Resources Officer/Harbormaster  
555 Old Orchard Rd.  
Eastham, MA 02642  
(508) 240-5972 [natres@eastham-ma.gov](mailto:natres@eastham-ma.gov)

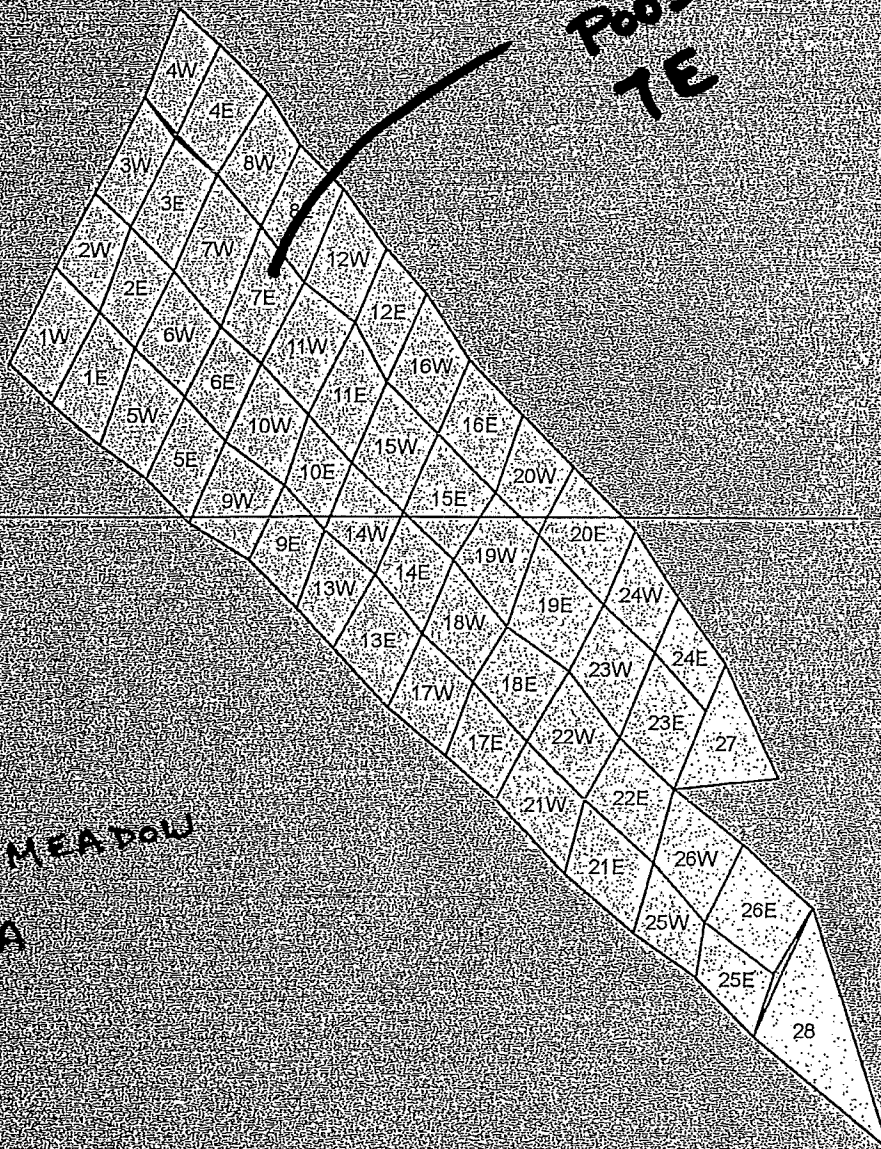
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**From:** james bright [<mailto:nineohsinglefin@yahoo.com>]  
**Sent:** Tuesday, March 31, 2015 12:50 PM  
**To:** Mike O'Connor; 'Matthew Campbell'  
**Cc:** [conservation@eastham-ma.gov](mailto:conservation@eastham-ma.gov)  
**Subject:** Re: Notification

nHi Mike I am letting you formally know that I am giving up my grants, B6/B7 in the boat meadow ADA. I will also not be renewing my commercial shellfish permit in Eastham, Thank You, Jimmy Bright



PROPOSED  
POSSIBLE  
TE



BOAT MEADOW  
ADA

5:15

## Jacqueline Beebe

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**From:** Martin McDonald [mmcd33@comcast.net]  
**Sent:** Friday, June 19, 2015 10:34 AM  
**To:** Sheila Vanderhoef; Jacqueline Beebe  
**Subject:** July 20

Actually July 20 may be a good date.

Kevin Durand, DEP, will be coming to our next Tri Town board meeting to discuss means issues, and possibility in extending TT life another three years, through 2019. That meeting will be before July 20 so I may have something to say from that. Don't put it on the agenda yet, I'll be in contact.

Also Orleans is looking to advance our next three town board meeting on TT to September.

Martin

Sent from my iPad

**From:** Martin McDonald [mailto:mmcd33@comcast.net]  
**Sent:** Friday, June 19, 2015 9:16 AM  
**To:** Sheila Vanderhoef  
**Cc:** Gillespie-Lee, Laurie; Elizabeth Gawron; Jacqueline Beebe  
**Subject:** BOS agenda

I represented the Town at an awards dinner of the Environmental Business Council of New England yesterday. There is a nice plaque and some other information ( no money ) that I should pass on to the Board. Perhaps you could put me on the next Monday BOS agenda for this ( early on the agenda, please).

Martin

Sent from my iPad



## **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)

### **Wastewater Planning Update Jane Crowley, Eastham Health Agent and Jeff Gregg and Jessica Janney, Engineers, GHD**

The purpose of the July 20, 2015 GHD meeting with BOS is to present an update to wastewater planning efforts underway. The CCC Regional 208 area wide Water Quality Plan was recently certified by Governor Baker which now will be submitted to EPA for acceptance. Eastham is now designated as a Waste Management Agency and will need to develop a plan to restore water quality in impacted estuaries. This work will build on our Wastewater Management Plan Evaluation Report (June 2009) that was based on a preliminary needs assessment based on draft MEP reports available at the time the report was developed. At this time revised watershed nutrient limits will be the basis of what needs to be removed for the watershed to achieve nitrogen limits.

#### **What do we know and what are we going to do in the next 12 months?**

- How is the estuary water quality problem defined
- What wastewater planning has been done to date
- What is required to be done in the next 12 months
- What are our wastewater plans going forward
- What are we required to do under the current Section 208 Regional Wastewater Plan submitted to the EPA



# **Eastham Wastewater Management Plan**

July 20, 2015

Jane Crowley, Health Agent





# History

- Federal Water Pollution Control Act 1948 was the first major law to address Water Pollution
- Amended in 1972, commonly known as “Clean Water Act” gave EPA authority to implement pollution control programs and set water quality standards
- Amended further in 1977, 1981 and 1987  
Reemphasized the ambitious goal of attaining fishable and swimmable waters throughout the nation



# Current Regulatory Requirement

- CCC and Towns are obligated under settlement agreement between Conservation Law Foundation (CLF) and EPA to designate Waste Treatment Management Agencies to perform duties defined in the Clean Water Act. Eastham is a designated WMA.
- CCC has submitted Section 208 Cape Cod area wide water quality management Plan update (208 Plan Update) signed by Governor Baker in June and submitted to EPA
- EPA has until Sept 15 to certify the plan



# Where are we where are we going?

- How is the estuary water quality problem defined
- What wastewater planning has been done to date
- What is required to be done in the next 12 months
- What are our wastewater plans going forward
- What are we required to do under the current Section 208 Regional Wastewater Plan submitted to the EPA





# How is the estuary problem defined?

What is the Massachusetts Estuary Project (MEP)?

- The MEP was developed in 2001 to determine current nutrient loads and assist in determination of future nutrient loads for 89 estuaries.
- The MEP is a collaborative effort between U Mass Dartmouth School for Marine Science and Technology (SMAST), DEP and Towns.
- The MEP uses a linked computer model to evaluate nitrogen inputs to the tidal estuary and establish Total Maximum Daily Limits loads
- Total Maximum Daily Loads (TMDL's) set a limit on the amount of nitrogen that a waterbody can accumulate before it can no longer support healthy habitat for aquatic life



# Define the terms

- **Estuary:** places of transition from land to sea and from freshwater to saltwater, influences by tides but protected from full force of the ocean waves, winds and storms
- **Watershed:** area of land where all of the water under it drains off of and goes to the same place
- **Nutrients:** substances that provide nourishment essential for growth and maintenance of life. Nitrogen is the nutrient of concern in the our estuaries



# How are limits established?

SMAST works with DEP and other partners to evaluate nitrogen sensitivity in watersheds through:

- Comprehensive water quality testing
- Quantitative modeling (TMDL's)
- Preparation of Technical reports:
  1. Nauset Harbor Embayment System (draft)
  2. Rock Harbor Embayment System (final)

*Science based management approach to support resource planning and decision making*



# What is the problem?

- **Too much Nitrogen in the watershed**
- Excess Nitrogen is impacting coastal water quality
- Controllable Nitrogen loads comes from wastewater, storm water, fertilizer and landfills





# Next Steps

- Develop a revised targeted watershed wastewater management plan in the next 12 months
- Submit Watershed Report
- If we choose not to ... risk court appointed actions
- This is an exciting opportunity to make things better for generations to come



# Questions?





# Town of Eastham

## Wastewater Management in Eastham

**Jessica Janney** | GHD

**J. Jefferson Gregg** | GHD





# **Presentation** outline

- 2009 Planning Efforts
- Current Planning Efforts



## **Presentation** outline (2009 efforts)

- 2009 Planning Efforts
  - Planning Project Reports
  - Newsletter
  - Summary of Needs
  - Alternatives Evaluated
  - Findings and Next Steps Recommended at end of Planning Project
  - Actions Completed Since Planning Project

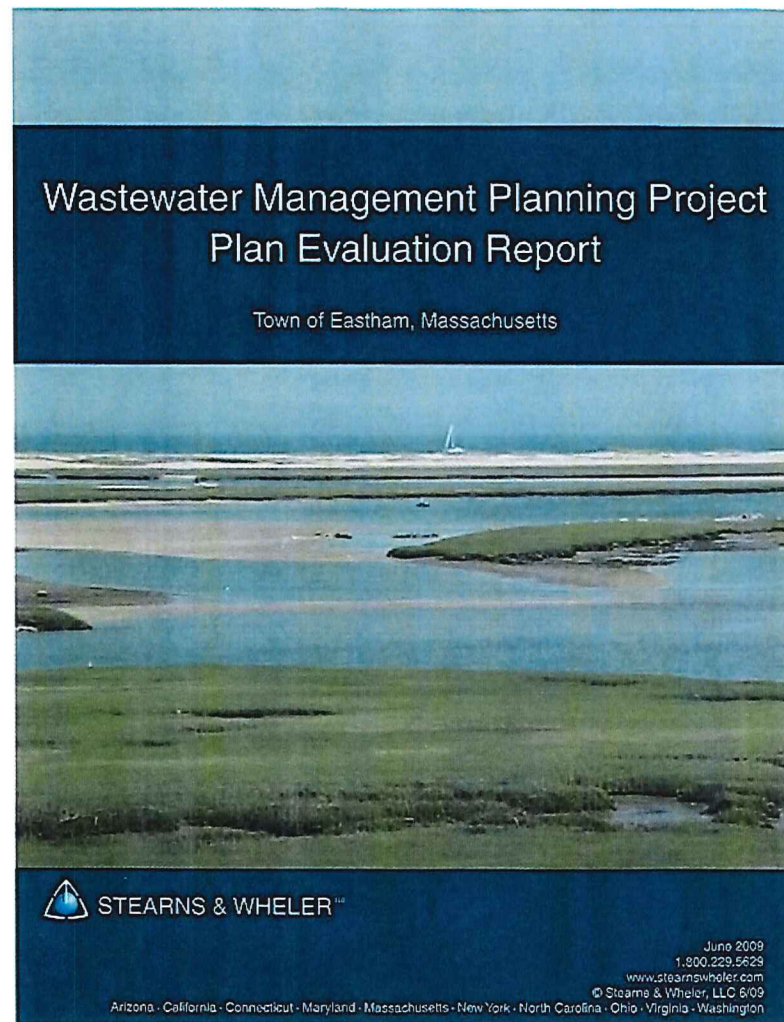
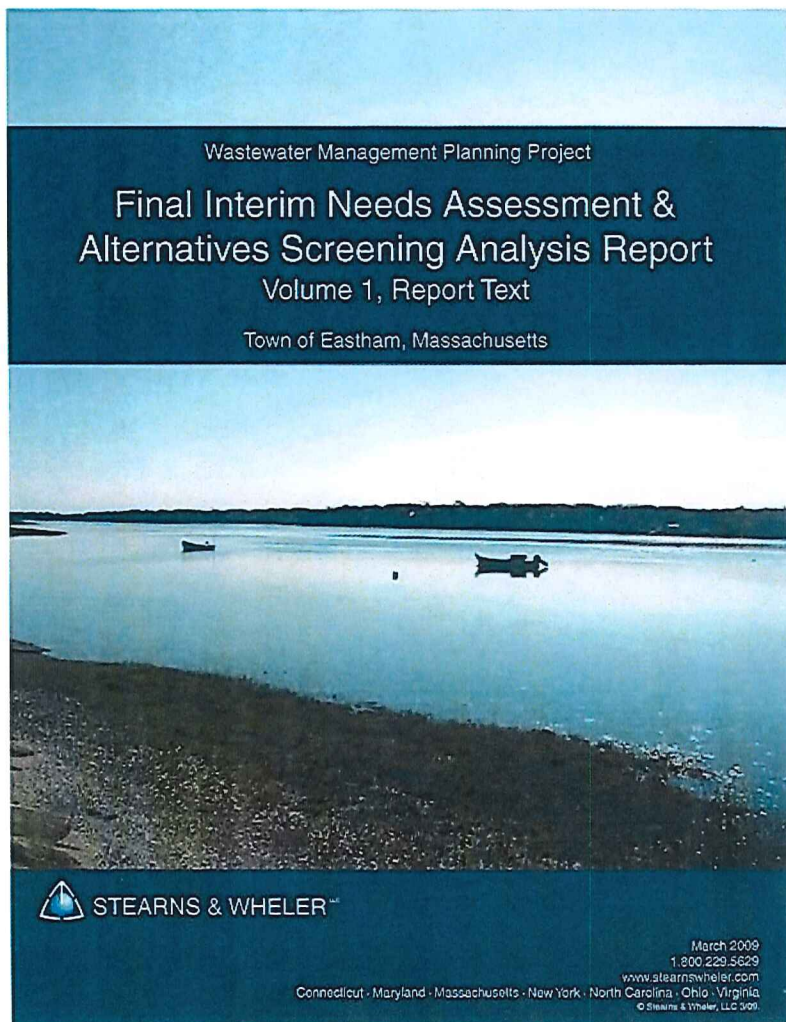


## **Presentation** outline (current efforts)

- Current Planning Efforts
  - Technical Assistance Grant
  - PRB Assistance Letter of Interest
  - Updated NAR
  - Updated Alternatives Screening Analysis
  - Public Outreach
  - Evaluations



## Project reports (2009)





# Newsletter (2009)

Town of

## EASTHAM, MA

### Wastewater Management Planning Project

### EASTHAM MOVES FORWARD WITH WASTEWATER PLANNING

At the May, 2008 Town Meeting, a detailed study to address the wastewater issues facing Eastham was approved and funded. This study was designed to focus on the following key questions:

- Should drinking water quality problems be addressed by treating wastewater or providing public water from a protected source?
- Should the nitrogen loads to the Nauset/Town Cove and Rock Harbor Estuaries be reduced as specified by the Massachusetts DEP?
- How can the water quality of the ponds be improved?

Diligent efforts by the Town's consultant, Stearns & Wheeler-GHD, to address these issues culminated in the Final Report entitled "Wastewater Plan Evaluation Report" dated May 2009 which is available at Town Hall and the Town's website: [www.eastham-ma.gov](http://www.eastham-ma.gov).

The main findings and recommendations of that report are summarized in this newsletter.

### ALTERNATIVE SOLUTIONS EVALUATED (CONT.)

To address the environmental health issues, three steps have been taken: wastewater pump-out stations, public water, and wastewater treatment. The following are the results of the study:

**1. Wastewater Treatment:** The study found that the current wastewater treatment system is inadequate to meet the needs of the town. A new system is needed that can handle the increased volume of wastewater generated by the town's growth. The study evaluated several options, including a new treatment plant, a pump-out station, and a combination of the two. The study found that a new treatment plant is the most viable option, as it would provide the most comprehensive solution to the problem.

**2. Public Water:** The study found that the current public water system is inadequate to meet the needs of the town. A new system is needed that can provide a reliable source of clean water for the town's residents. The study evaluated several options, including a new water treatment plant, a pump-out station, and a combination of the two. The study found that a new water treatment plant is the most viable option, as it would provide the most comprehensive solution to the problem.

**3. Pump-Out Station:** The study found that a pump-out station is a viable option for addressing the wastewater issue. It would provide a convenient location for residents to dispose of their wastewater, and it would be a cost-effective solution. The study found that a pump-out station is the most viable option, as it would provide the most comprehensive solution to the problem.

### RECOMMENDED NEXT STEPS

The study is proceeding quickly with the Drinking Water Supply planning and implementation a major focus over the next few months. The study is also addressing the wastewater issue, and the following are the recommended next steps:

1. Complete the wastewater treatment plant design and construction.
2. Complete the public water system design and construction.
3. Complete the pump-out station design and construction.

### WATER AND WASTEWATER ISSUES IN EASTHAM

The town has a long history of water and wastewater issues. The following are the main findings of the study:

1. **Wastewater Treatment:** The study found that the current wastewater treatment system is inadequate to meet the needs of the town. A new system is needed that can handle the increased volume of wastewater generated by the town's growth. The study evaluated several options, including a new treatment plant, a pump-out station, and a combination of the two. The study found that a new treatment plant is the most viable option, as it would provide the most comprehensive solution to the problem.
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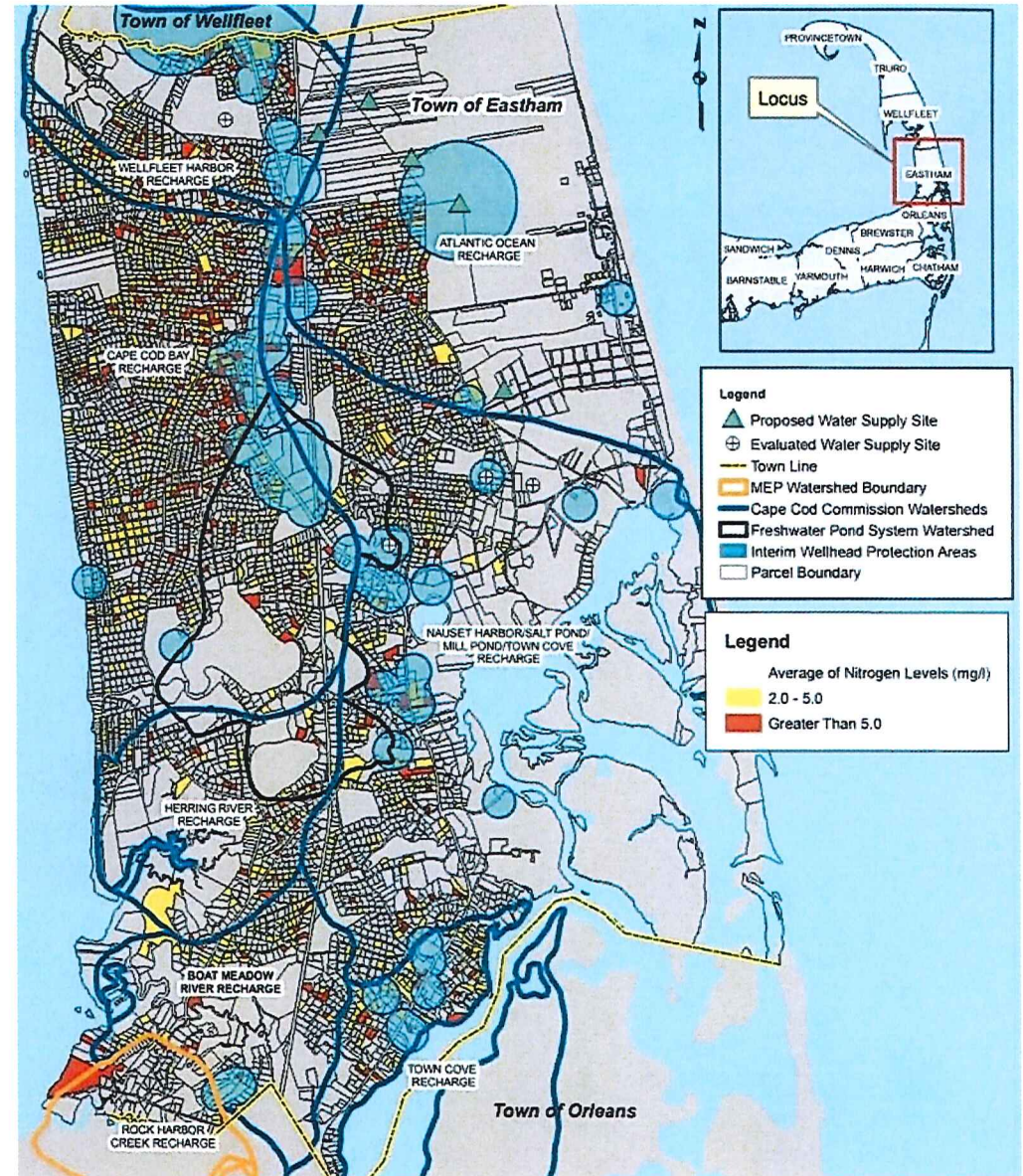


# Human health needs

## Drinking water impacts

Being addressed with the installation of Town water system:

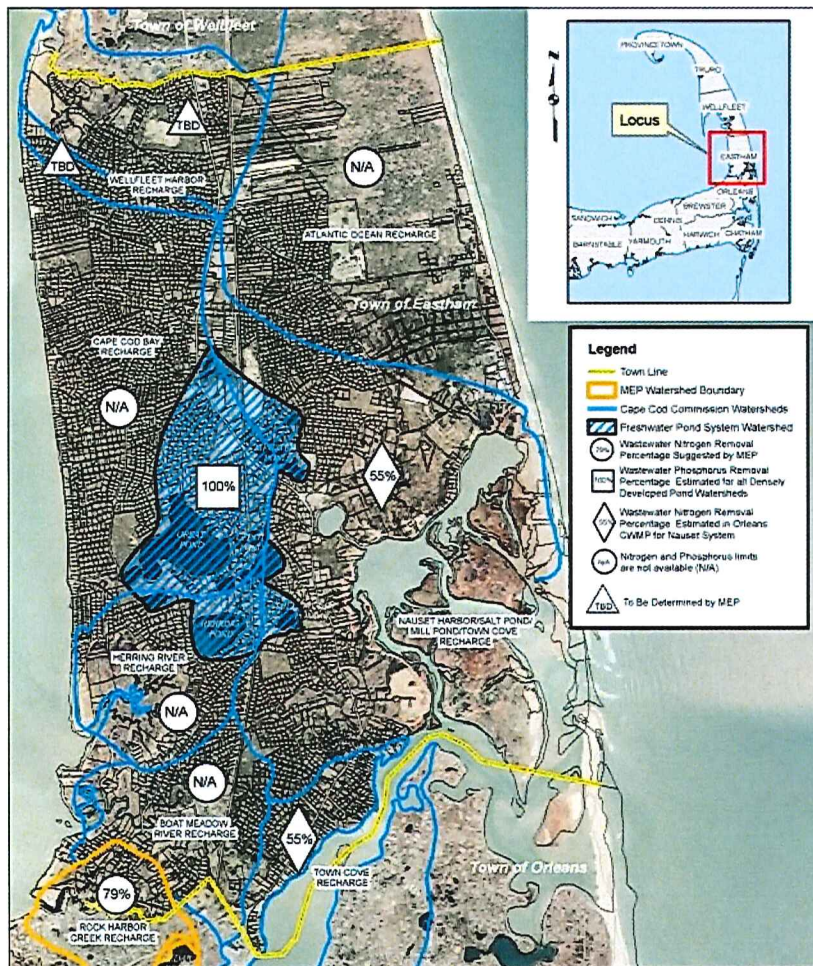
- Water transmission system being installed
- Initial phase of project estimated to be completed in December of 2017



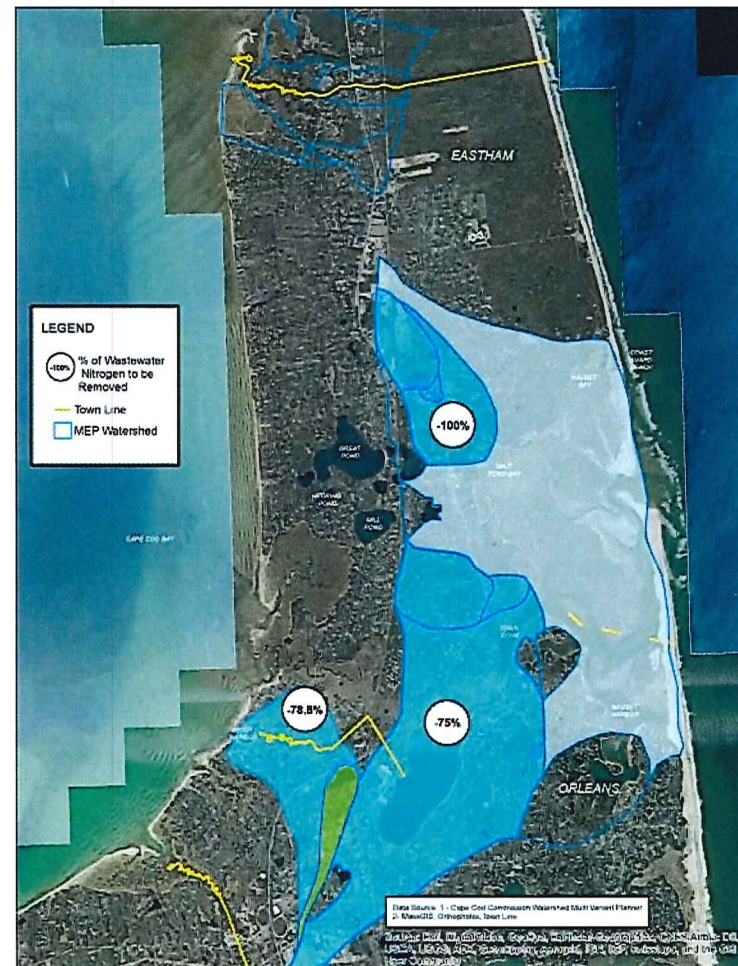


# Environmental health needs

2009



Current



Town of Eastham Wastewater Management in Eastham

## **Alternatives** evaluated (2009)

### **Water and WW Alt:**

- Drinking water systems
  - Municipal
  - In-house
- Individual on-site septic systems
- Non-discharge systems
- Cluster systems
- Community systems
- Treated water recharge/reuse
- Site evaluations
- Flow and load reductions alternatives

### **Additional Non-Wastewater Alt:**

- Fertilizer management
- In-pond water quality management
- Watershed modifications for natural nitrogen attenuation
- Improved stormwater management
- Improved tidal flushing
- Modified zoning
- Nitrate barrier wall





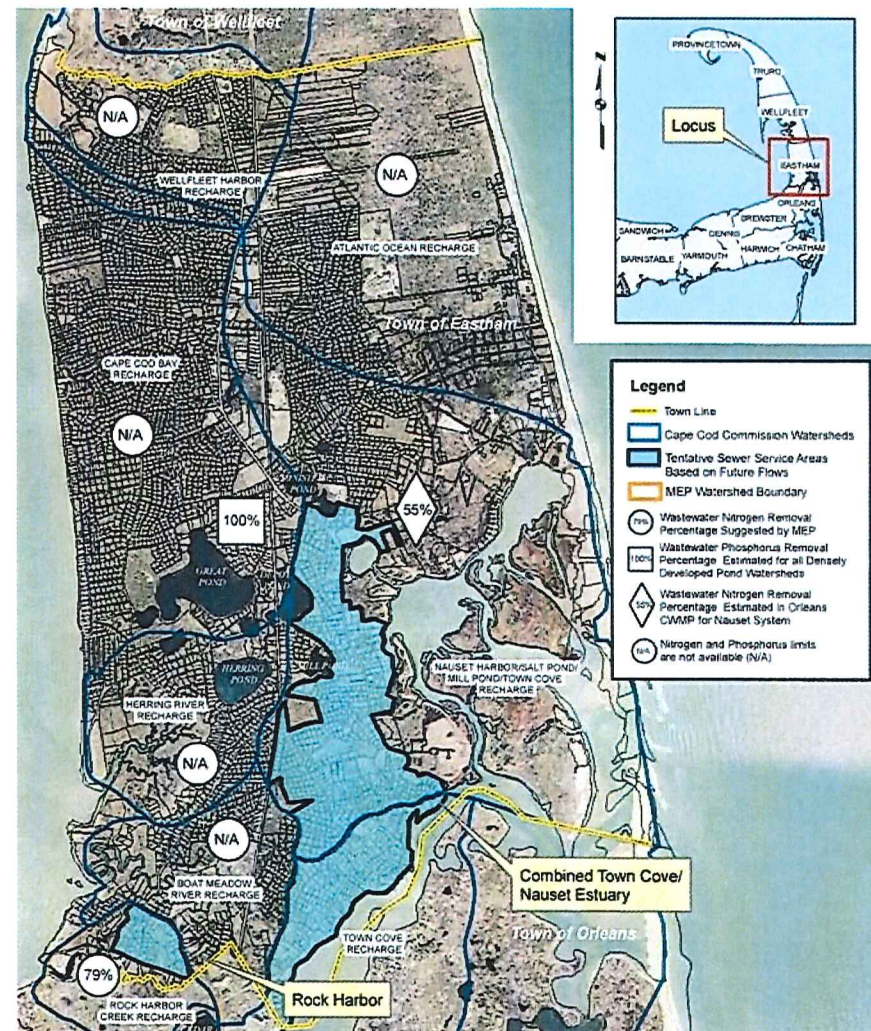
## Evaluation findings (2009)

1. Town-wide municipal drinking water system from a protected source is needed – *under implementation*
2. Pond water quality problems are best solved by in-pond treatment – *implemented for Herring Pond and Great Pond*
3. Town-wide sewer system is not needed, but advanced wastewater treatment is needed for selected areas of Town – *reevaluation based on updated MEP report and 208 Plan*



## Evaluation findings in 2009 (Continued)

- The Preliminary nitrogen limits for Rock Harbor and Nauset Estuary are very stringent.
- If these limits become TMDLs, portions of these watersheds will need sewers and advanced treatment
- Tentative Sewer Service Areas are Identified at right

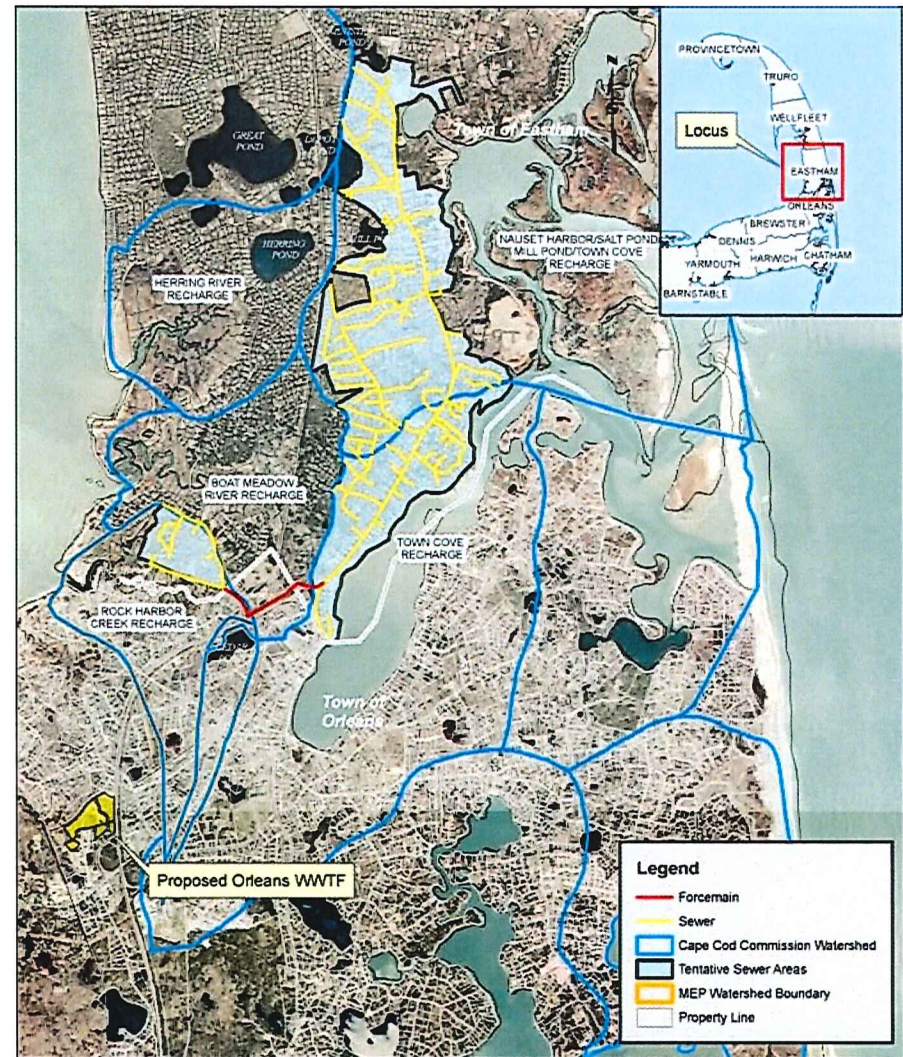




## Evaluation findings in 2009 (Continued)

Under a sewerage option:

- Connection to the then Proposed Orleans WWTF was considered the best and lowest-cost alternative



## **Actions** completed since 2009 planning project

- Proceeding with the development of the municipal drinking water system
- Coordinating with MassDEP, CCWPC and Town of Orleans on Rock Harbor Nitrogen limits:
  - Investigation of possible reclassification of Rock Harbor
- Pond Action Plan completed
  - Including pond treatments
- Continuing with public education efforts
- Continuing to coordinate with Orleans



**Action Plan for the  
Town of Eastham Ponds**

FINAL  
December 2011



## **Current** planning efforts

- Technical Assistance Grant
  - \$30,000 Grant to support WW planning efforts
- Updated NAR
  - Revised area of need based on draft MEP report
  - Orleans planning efforts
  - Updated 208 Plan
- Updated Alternatives Screening Analysis
  - 208 Planning tools and approaches
  - In Eastham options





## **Current** planning efforts (continued)

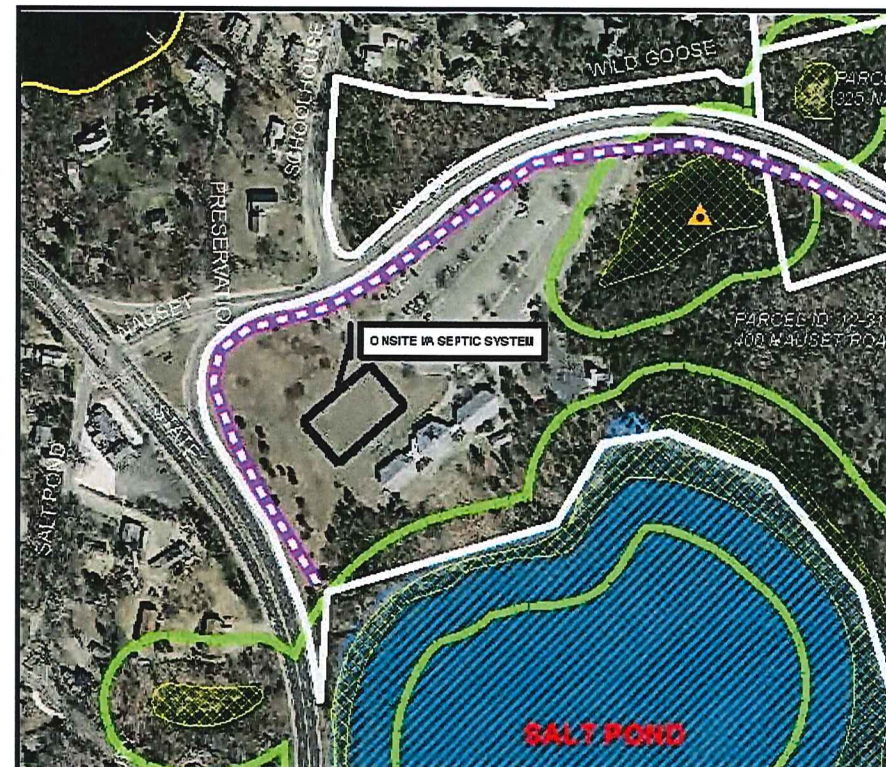
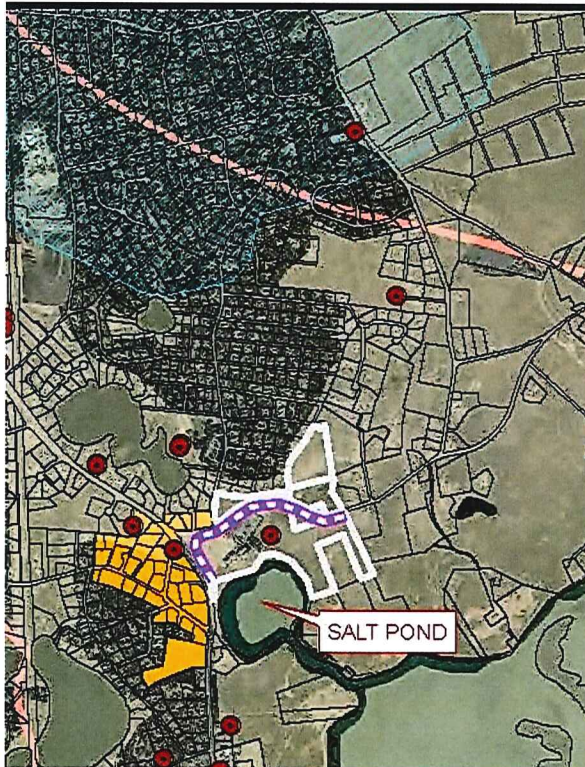
- Public Outreach
  - Updated newsletter on project
- Evaluations
  - Hybrid approach to manage nitrogen to Salt Pond
  - Hybrid approach to manage nitrogen from Eastham to Town Cove
- Continued coordination with MassDEP, CCC, and Orleans
- Other Piloting and Project opportunities
  - Statement of Interest for USEPA Site Characterization for Permeable Reactive Barriers





## Current planning efforts (continued)

USEPA Permeable Reactive Barrier Site Characterization – Salt Pond Project Area request



## **Current** planning efforts (summary)

- Technical Assistance Grant
- Updated NAR
- Updated Alternatives Screening Analysis
- Public Outreach
- Evaluations
- Continued coordination with MassDEP, CCC, and Orleans
- Other Piloting and Project opportunities





# Questions & Discussion





**[www.ghd.com](http://www.ghd.com)**



# Eastham Water System

## Board of Selectmen Meeting

July 20, 2015

**Environmental  Partners**

**GROUP**

*A partnership for engineering solutions.*

[www.envpartners.com](http://www.envpartners.com)

# Agenda of Items

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- Construction Activities
- Status of Contracts 2, 5-8
- BOS Policy Issues
- Planning for remainder of system





# One Year Look-Back

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- Planning for first phase completed
- All major permits received
- Construction activities are started
- On-schedule
- On-budget

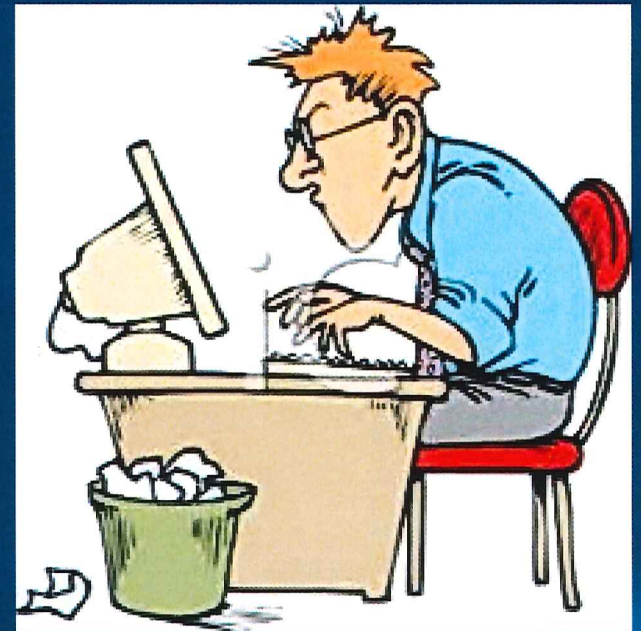




# Year Two Look-Ahead:

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- Construction, construction and more construction
- Policy decision-making by the Board of Selectmen
- Planning for the rest of the system
- Permitting, again.





# Our target: water turn-on Fall 2016

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# Construction Activities

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- Water storage tank – CB&I
- Landfill area water mains
  - Main roads (Contract 3)
  - Side roads (Contract 4)





# Water Storage Tank









# Water Main Installation Alston Avenue







07 15 2015









07 15 2015













07 15 2015



























# Construction Coordination

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- Contractor
  - 2 week look-ahead schedule
  - Issued every Thursday
- Daily conversations with Police & Fire
- Weekly coordination meetings (Mondays)
- Hydrant locations staked & pre-marked





# Public Outreach & Information

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- Code Red – to entire Town  
Sunday before construction began (7/12)
- Flyers to residents  
Minimum 48 hours before crews are on their street, at their property
- Water Project Web Page  
<http://easthamwaterproject.weebly.com>





# EASTHAM MUNICIPAL WATER PROJECT

[HOME](#)[PROJECT SCHEDULE](#)[CONSTRUCTION SCHEDULE](#)[CONTACT](#)[PHOTO GALLERY](#)[LATEST NEWS](#)

At the 2014 Annual Town Meeting, the citizens of Eastham voted to establish a municipal water system. Phase 1 of the system will provide service to approximately 1/3 of the town ([see map](#)). The system will include the construction of two well fields, a storage tank and 45 miles of distribution piping. At the May 2015 Annual Town meeting, the Town voted to establish a town-wide municipal water system (Article 8 2015 ATM).

## PROJECT INFO: QUICK LINKS

- [MAPS](#)
- [VIDEOS](#)
- [PROJECT DOCUMENTS](#)
- [BACKGROUND INFO](#)
- [BIDS & PROPOSALS](#)
- [VIEW PLANS FOR YOUR AREA](#)

## [CLICK HERE FOR LATEST NEWS](#)

**Construction for the water system to begin Monday, July 13**

**Click on "Latest News" for more information**

Subscribe to our mailing list





# Public Outreach & Information

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Eastham Water Projects Email Address:  
[easthamwater@envpartners.com](mailto:easthamwater@envpartners.com)

Eastham Water Project Phone Number  
617-657-0279

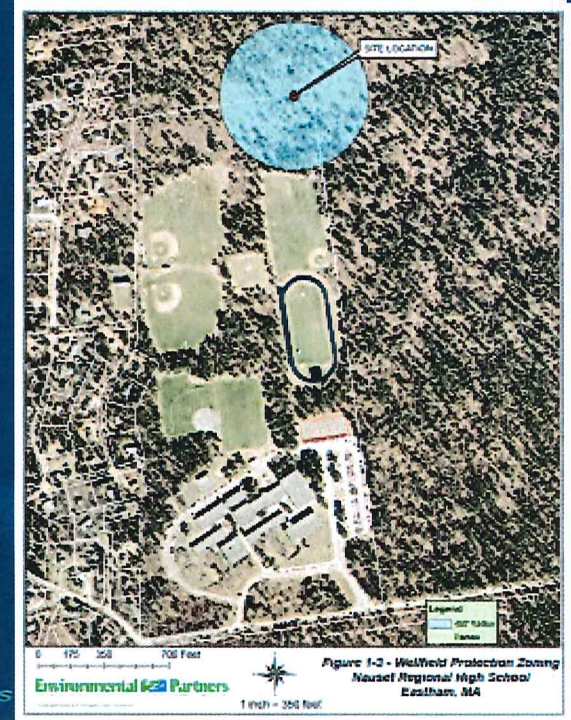




# Well Fields (Contract 2)

## Remaining Issues

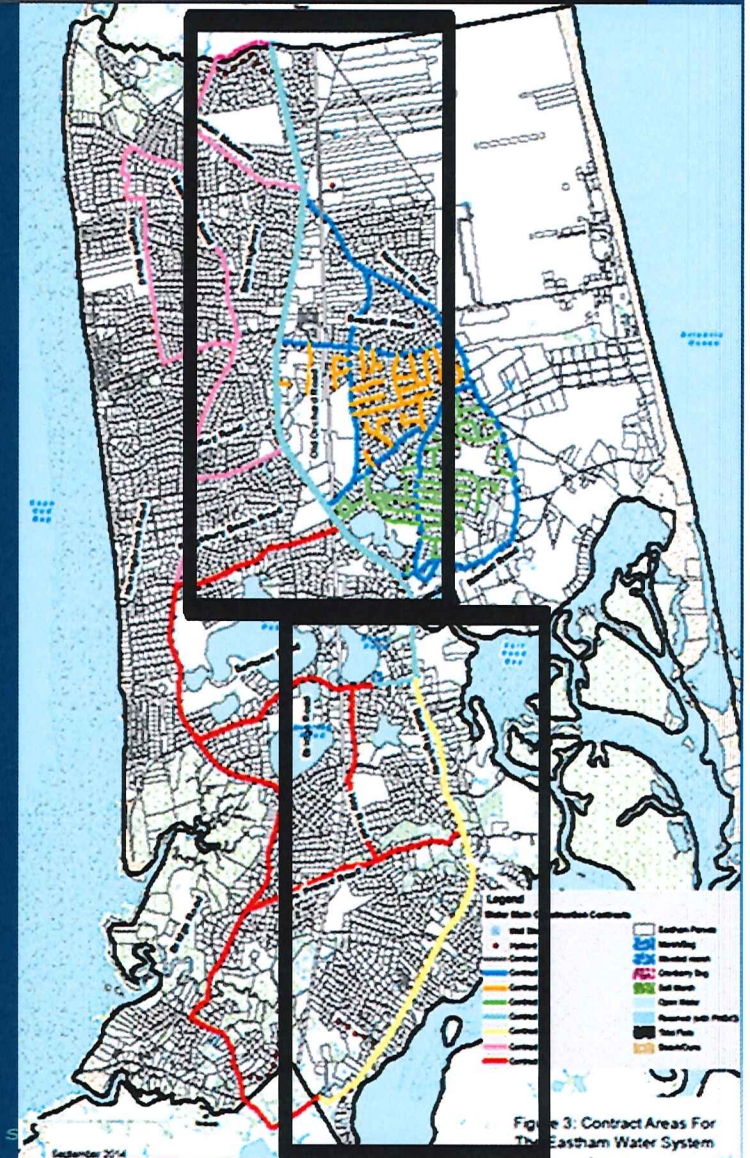
- DCR Easement  
Appraisal, DCAM
- Eversource easement  
Fee parcel, agreements
- NRHS easement
- DEP Authorization to Award





# Contracts 5 & 6: Route 6

- MDOT Permit
  - Issued for signature, receive this week
  - Traffic Management Plan accepted
- Archaeological testing
  - Kingsbury Beach Road area
  - Monitoring during construction
- Easements
  - Information session for property owners: May 14<sup>th</sup>
- Bidding





# Contracts 5 & 6: Route 6

## Bidding

# Advertising July 15

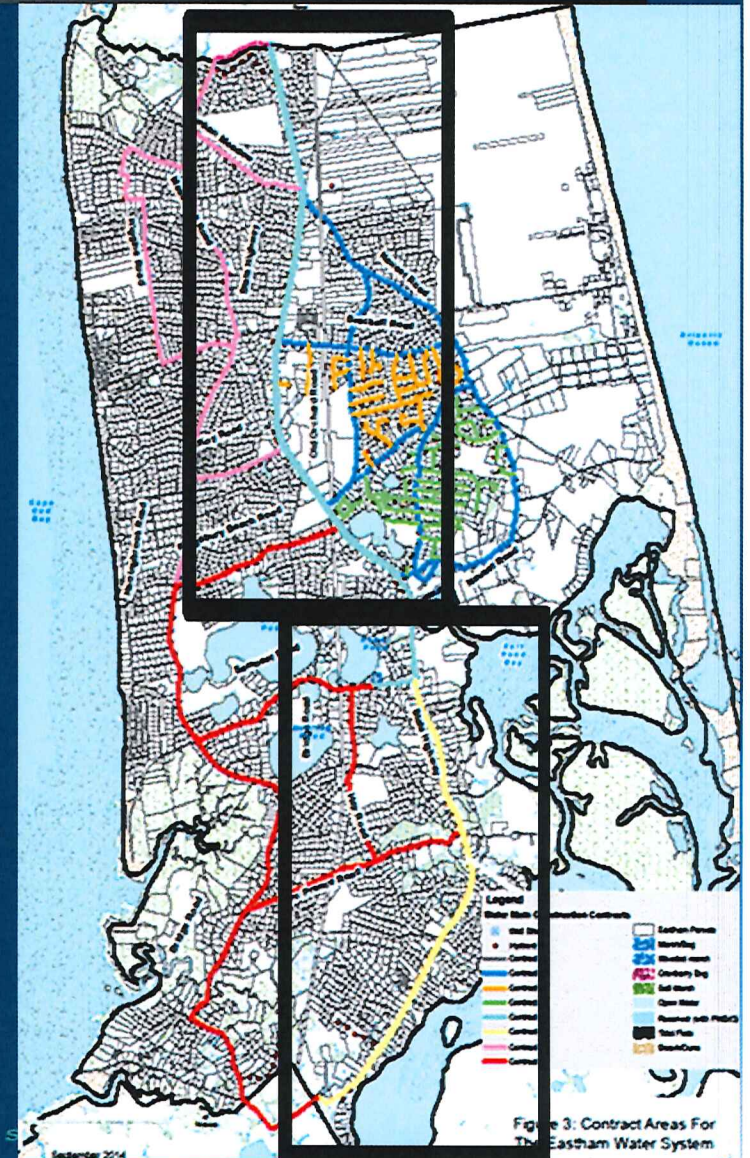
# Pre-bid meeting Aug. 6

## Bids received

Contract 5      Aug 13

# Contract 6 Aug 18

- Construction Start  
Mid-late September





# Contracts 7 & 8: West of Route 6

- Design

Contract 7: 90% complete

Contract 8: 80% complete

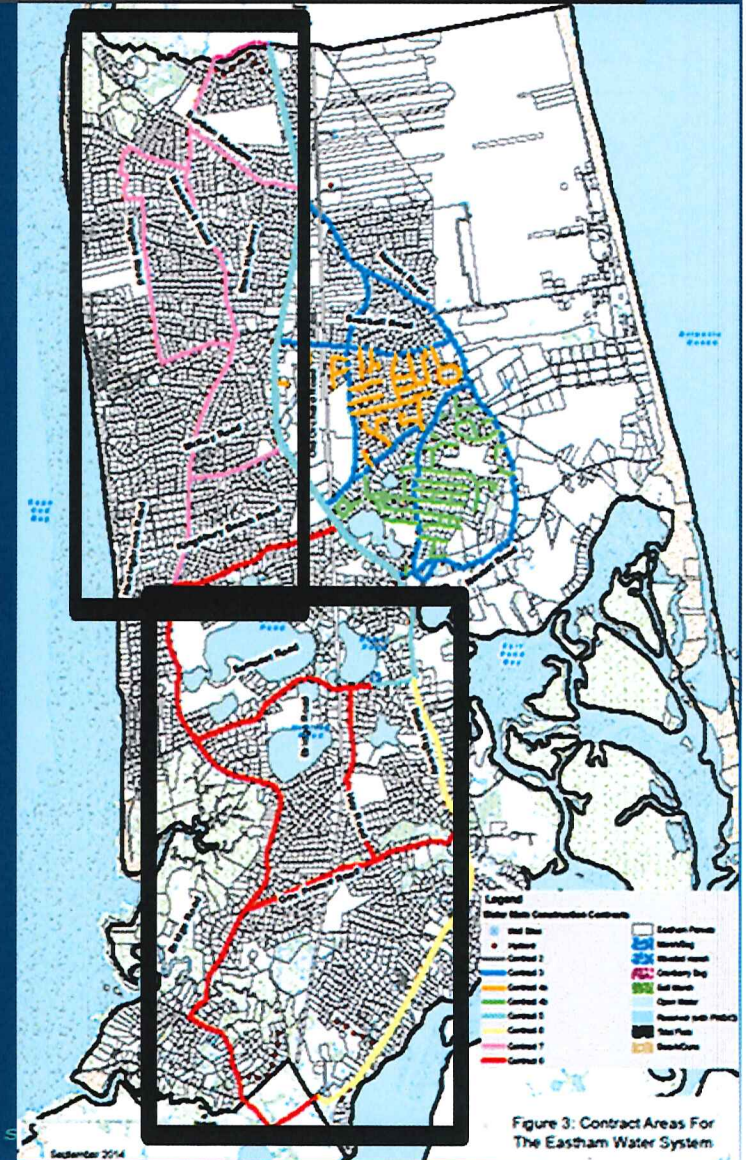
- Archaeological testing

- Key issue: Bridge crossing

- Bidding

Advertise: Jan 2016

Receive bids: Feb 2016





# BOS Policy Issues (Fall 2015)

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- Water system rules & regulations
- Meters and policies
- Connection policies
- Fees
- Transitioning into Operations

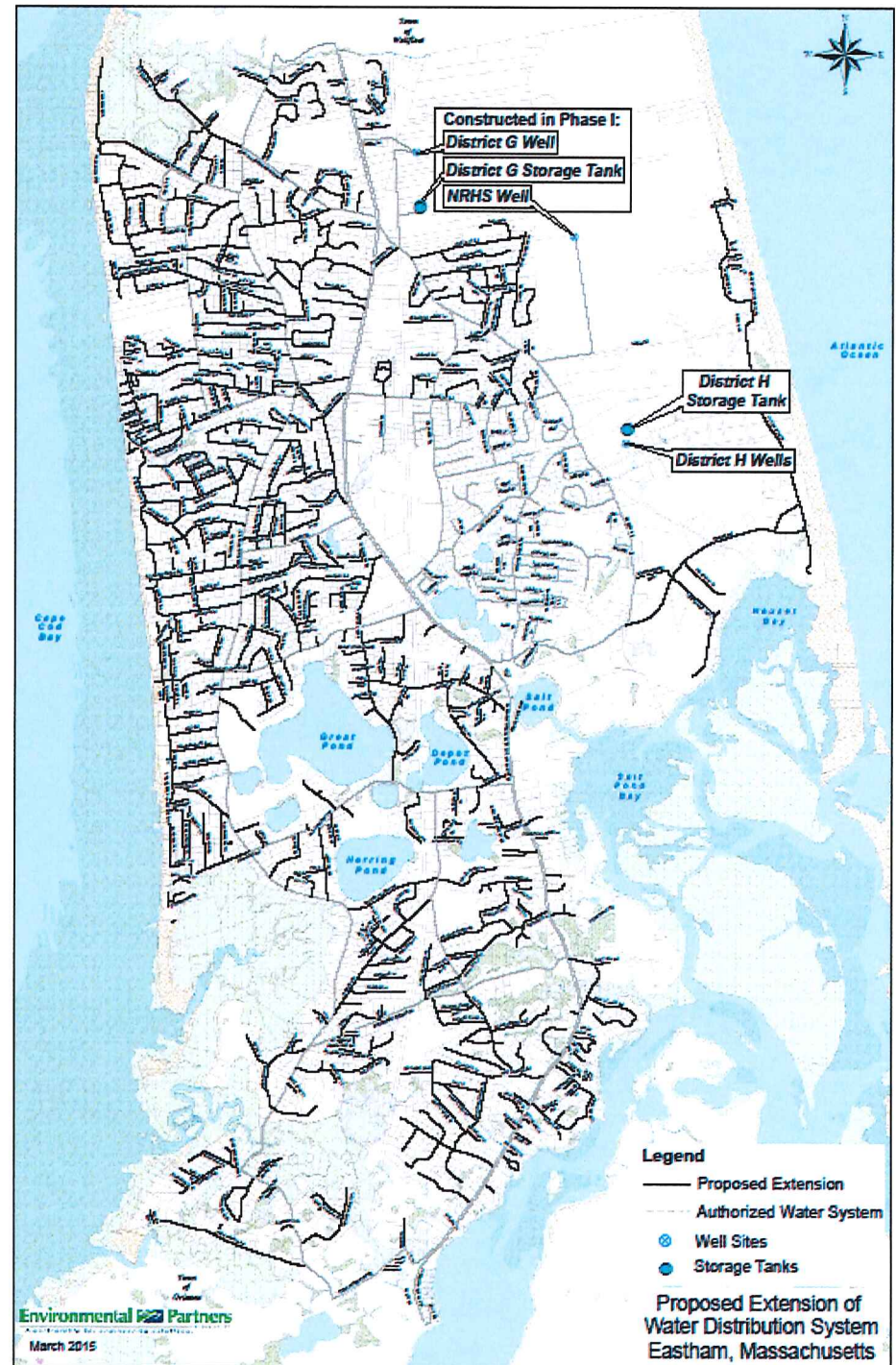




# PHASE 2

- Prioritize areas to be served
  - Need (water quality)
  - Level of Interest
- Integrate with Phase 1 construction
- Permitting strategy
- Work session – next Thursday, July 23

A partnership





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# DISCUSSION

*A partnership for engineering solutions.*







## TOWN OF EASTHAM

2500 State Highway, Eastham, MA 02642 - 2544

All departments 508 240-5900 Fax 508 240-1291

[www.eastham-ma.gov](http://www.eastham-ma.gov)

IV A 1

**July 20, 2015**

To: Board of Selectmen

From: Sheila Vanderhoef, Town Administrator

**Re: Transient Vendor Permits**

School House Museum – May 23-September 13

Windmill Weekend- September 12 & 13, 2015

SPAT- July 22, 23, 2015

Please find below the Transient Vendor applicants for approval by the Board of Selectmen.  
In each case, the \$20.00 fee has been received.

The following permits are valid July 20, 2015- July 20, 2016

Karen Donahue 79 Pompano Road Yarmouth Port, MA 02675	Sage Belber 32 First Parish Road Scituate, MA 02066
Melissa Rocklen 97 Wachusett Street #1 Jamaica Plain, MA 02130	Carl Goveia 100 Captain Penniman Road Eastham, MA 02642
Joanne Atkinson 182 Pond Street Westwood, MA 02090	Frances Henderson 39 Orchard Hill Drive Sharon, MA 02067
David Robinson 23 Catherine Rose Road Harwich, MA 02645	Marian Ives 205 Winter Street Norwell, MA 02061
Nancy Lee P.O. Box 102 Rhinebeck, NY 12572	C. Barry Hills P.O. Box 1196 East Dennis, MA 02641
Sydney Milliken P.O. Box 209 Eastham, MA 02642	Rachel C. Tinney P.O. Box 520 North Eastham, MA 02651
Eleftherios Simijis P.O. 8862 Warwick, RI 02888	Arthur Richmond P.O. Box 1770 North Eastham, MA 02651
Jan Capece P.O. Box 736 South Orleans, MA 02662	



**July 8, 2015**

To: Board of Selectmen

From: Sheila Vanderhoef, Town Administrator

**Re: Committee Appointment**

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The following is the information needed to make two committee appointments. John Knight will be supplying Mark Murzyn's Interview Form.

**Terri Rae Smith**

The Board of Cemetery Commissioners recommends the appointment of Terri Rae Smith to the Board of Cemetery Commissioners as a regular member.

If the Board appoints her, her first term would commence July 8, 2015 and expire June 30, 2018. She seeks to replace Robert Carlson, whose term ended 6/30/15.

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**Mark Murzyn**

The Old Town Centre Historic District Commission recommends the appointment of Mark Murzyn to the Old Town Centre Historic District Commission as a regular member.

If the Board appoints him, his first term would commence July 8, 2015 and expire June 30, 2017. He seeks to replace Leon Verrone, whose term was to end 6/30/17.



# Charge To Board Of Cemetery Commissioners

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In accordance with *General Laws of Massachusetts - Part I. Administration of the Government; Title XVI. Public Health. Chapter 114. CEMETERIES AND BURIALS*

**Chapter 114: Section 27 Appointment of board of cemetery commissioners; powers and duties.**

**Section 27.** If a town so votes under section twenty-one of chapter forty-one the selectmen shall appoint a board of cemetery commissioners to consist of three members, to be appointed for the term of three years. The commissioners shall, under the supervision and control of the selectmen, maintain the public cemeteries in the town, and shall with the approval of the selectmen, appoint such employees as are necessary to maintain such cemeteries.



# Old Town Centre Historic District Commission Charge

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**SECTION 1.** This by-law shall be known and may be cited as the Eastham Historic District By-Law and is adopted pursuant to Chapter 40C of the General Laws of the Commonwealth of Massachusetts Amended.

**SECTION 2.** Purpose: The purpose of this by-law is to promote the educational, cultural, economic and general welfare of the public through the preservation and protection of the distinctive characteristics of building and places significant in the history of the Town of Eastham or their architecture, and through the maintenance and improvement of settings for such buildings and places and the encouragement of design compatible therewith.

**SECTION 3.** Historic District: There is hereby established under the provision of Chapter 40C of the General Laws and historic districts be known as the "Old Town Centre Historic District" which district shall be bounded as shown on map entitled "Old Town Centre Historic District", 1986, attached and made part of this by-law.

**SECTION 4.** Historic District Commission Membership: There is hereby established under Chapter 40C of the General Laws an Historic District Commission consisting of five unpaid regular members and two unpaid alternate members appointed by the Board of Selectmen within the Town of Eastham where at least one regular member, when possible, shall be a nominee of the local historical society; at least one regular member, where possible, shall be a nominee of the Chapter of the American Institute of Architects; a third regular member, when possible, shall be a nominee of the Board of Realtors covering the . If the above groups do not submit nominees, commission members may then be chosen from the categories listed below. When the Commission is first established, one regular and one alternate member shall be appointed for two years, and two regular members shall be appointed for three years. Successors shall each be appointed for a term of three years. Vacancies shall be filled within sixty days by the Board of Selectmen by appointment for the unexpired term. In the case of absence, inability to act, or unwillingness to act because of self-interest by a member, the Chairman shall designate an alternate member of the Commission to act for a specified time. The Commission shall elect annually a Chairman and Vice-Chairman from its own number and a Secretary from within or without its number.

\*Additional membership suggestions: Lawyer, professional historian, residents of district, member of Planning Board, member of Conservation Commission, individuals interested in historic preservation.

**SECTION 5.** Duties and Powers of the Commission: The Historic District Commission shall have all the powers and duties of Historic District Commission as provided by the Historic Districts Act, General Laws, Chapter 40C, and of subsequent amendments thereto unless specifically limited by this by-law.

A. Rules and Regulations: The Commission may adopt rules and regulations not inconsistent with the provisions of the Historic District Act.

A. The Commission may, subject to appropriation, employ clerical and technical assistants or consultants and incur other expenses appropriate to the carrying on of its work.

B. General Regulatory Powers: The Commission shall have control over new construction, reconstruction, alterations, movements and demolitions of all exterior architectural features of buildings and structures within the Historic District which are visible from any public street, public way or public park within the Historic District, except as limited by this by-law. The term "structure" includes stone walls, fences and appurtenant fixtures on lots, buildings or structures. For purposes of this by-law, and structure partially within the Historic District shall be considered wholly within the district.



C. Considerations: In passing upon matters before it, the Commission shall consider, among other things, the historic and architectural value and significance of the site, building or structure, the general design arrangement of the features involved, and the relation of such features to similar features of building and structures in the surrounding area. In the case of new construction or additions to existing buildings or structures, the Commission shall consider the appropriateness of the size and shape of the building or structure both in relation to the land area upon which the building or structure is situated and to buildings and structures in the vicinity, and the Commission may, in appropriate cases, impose dimensional and setback requirements in addition to those required by applicable zoning by-laws.

D. The Commission may determine from time to time after public hearing that certain categories of exterior architectural features, or structures may be constructed or altered without review by the Commission.

## **SECTION 6. Limitations and Exemptions**

A. The Historic District Commission shall not make any recommendation or requirement with regard to new construction, reconstructions or additions except for the purpose of preventing developments incongruous to the historic aspects of architectural characteristics of the surroundings and of the historic district.

B. The following are exempt from the control of an Historic District Commission:

1. Ordinary maintenance and repair of any exterior architectural feature if such repair and maintenance does not involve a fundamental change in design and materials.
2. Any constructions, demolitions or alterations under a permit issued by a building inspector or similar agent prior to the effective date of the establishment of the district.
3. Any constructions, demolitions or alterations under orders issued by a building inspector or similar agent of the purpose of public safety.
4. Landscaping with plants, trees, hedges or shrubs.
5. Terraces, walks, sidewalks and other similar structures, including driveways or parking lots provided that the structure is at grade level.
6. Storm doors and windows, screen doors and windows, air conditioners and conventional roof-top TV antennae. (Not exempt from Commission review would be TV satellite dishes and short-wave radio antennae).
7. The reconstruction substantially similar in exterior design of a building, structure or exterior architectural feature damaged or destroyed by fire, storm, or other disaster provided such reconstruction is begun within one year thereafter and carried forward with due diligence.
8. A. Signs used for residential occupation or professional purposes which are not more than one foot square in area are excluded from review, provided that:
  - a) Only one sign is displayed for each building or structure.
  - b) The sign consists of letters painted on wood without a symbol or trademark.
  - c) If illuminated, is illuminated only indirectly.
  - d) All signs should conform to the present Eastham Town Sign Code except as herein noted.

C. Signs used in connection with non-residential purposes which are not more than twelve square feet in area are excluded from review, provided that:

1. Only one sign is displayed for each building or structure.
2. The sign consists of letters painted on wood without a symbol or trademark;
3. If illuminated, is illuminated only indirectly.
4. All signs should conform to present Eastham Town Sign Code except as herein noted.
  - a) Temporary signs and structures up to thirty days.



## SECTION 7. Procedures

A. Except as this by-law provides in Section 5, no building or structure within the historic district shall be constructed or altered in any way that affects exterior architectural features unless the Commission shall first have issued a certificate of appropriateness, a certificate of non-applicability or a certificate of hardship with respect to such construction or alteration. Nor shall any building permit for demolition be issued for any building or structure within the historic district until the certificate required by this section has been issued by the Commission.

B. Applications for certificates shall be made in triplicate with the Historic District Commission. Applications shall be in the form specified by the commission, to include plans and elevations drawn to scale, detailed enough to show architectural design of the structure and its relation to the existing building, and other materials deemed necessary by the Commission. Plot and site plans should be filed when application for certificates are made for improvements affecting appearances, such as walls and fences. In the case of demolition or removal, the application must include a statement of the proposed condition and appearance of the property thereafter.

C.

D. Within fourteen (14) days of the filing of an application for any certificate, the Commission shall determine whether the application involves any features which are subject to approval by the Commission.

E. If the application requires the Commission's review or at the request of the applicant the Commission shall hold a public hearing, unless waived according to the provision of Chapter 40C of the General Laws, as amended. Public notice of the time, place and purposes of the hearing shall be given at least fourteen (14) days in advance and the Commission must notify by mail affected parties as provided in Chapter 40C of the General Laws, as amended.

F. The Commission shall decide upon the determination of any application within sixty (60) days of its filing or within such further time as the applicant may request in writing.

G. A Certificate of Appropriateness shall be issued to the applicant if the Commission determines that the proposed construction or alteration will be appropriate for or compatible with the preservation or protection of the historic district. In the case of a disapproval or an application for a Certificate of Appropriateness, the Commission shall place upon its records the reasons for such determination and shall forthwith cause a notice of its determination, accompanied by a copy of the reasons therefore as set forth in the records of the Commission to be issued to the applicant, and the Commission may make recommendations to the applicant with respect to appropriateness of design. Prior to the issuance of any disapproval, the Commission may notify the applicant of its proposed action, accompanied by recommendations of changes in the applicant's proposal which, if made, would make the application acceptable to the Commission. If within fourteen (14) days of the receipt of such notice, the applicant files a written modification of his application in conformity with the recommended changes of the Commission, the Commission shall issue a Certificate of Appropriateness to the applicant.

H. Upon request, the Commission may issue a Certificate of Non-Applicability to any applicant whose request does not require Commission approval.

I. If an application is deemed inappropriate or if application is made for a Certificate of Hardship, the Commission may issue a Certificate of Hardship if conditions especially affecting the building or structure involved, but not affecting the historic district generally, would make failure to approve an application involve a substantial hardship, financial or otherwise, to the applicant, and approval would not involve substantial detriment to the public welfare. A Certificate of Hardship shall also be issued in the event that the Commission does not make a determination on an application within the time specified in Section 7E of this by-law.

J. Each certificate shall be dated and signed, and the Commission shall keep a permanent record of its determinations and of the vote of each member participating therein, and shall file a copy or notice of certificates and determinations of disapproval with the Town Clerk and the Building Inspector.

K. An applicant may, within twenty (20) days of the filing of the decision of the Commission with the Town Clerk, appeal to a superior court. The Commission must pay costs only if it appears to the court that the Commission has acted with gross negligence, bad faith or malice.



L. Violation of any of the provision of this by-law shall incur a fine of not less than ten dollars (\$10.00) nor more than five hundred dollars (\$500.00), each day constituting a separate offense.

**SECTION 8.** The Town of Eastham shall be subject to the provisions of this by-law notwithstanding any Town By-Law to the contrary.

**SECTION 9.** This by-law may be amended from time to time by a two-thirds (2/3) vote of the Town Meeting subject to the procedures as set forth in Chapter 40C, Section 3 of the General Laws.

**SECTION 10.** In case any section, paragraph or part of this by-law be for any reason declared invalid or unconstitutional by any court of last resort, every other section, paragraph or part shall continue in full force and effect.

**SECTION 11.** Effective Date: Following Town Meeting approval, this by-law shall take effect immediately when the following conditions have been met:

- (a) approval by the Attorney general of the Commonwealth;
- (b) filing of a map of the boundaries of the Historic District with the Eastham Town Clerk, the Eastham Building Inspector and the Registry of Deeds for Barnstable County, *or take any action relative thereto.*

*By Historic District Study Committee*

**Under the provisions of Chapter 40C, Massachusetts General Laws, as amended by Chapter 168, Acts of 1975 by-law was adopted at Annual Town Meeting 1986.**

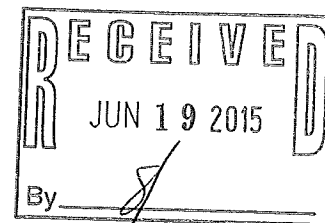


IV 9  
3

Date: June 18, 2015

To: Town of Eastham Board of Selectmen  
Sheila Vanderhoef, Town Administrator

From: Ed Schneiderhan *Ed Schneiderhan 6/19/2015*



Subject: Resignation from the Electronic Voting Committee

Over the last two years, and as Chair of the Electron Voting Committee, I have had the privilege of working with a very talented team of citizen volunteers, elected officials, and the Town Administration in introducing Electronic Voting for Town Meeting in Eastham. As the development phase has been successfully completed, the project now moves in a different direction.

The partnering with other Towns and the County require a different set of unique skills that would be better provided by other Citizen Volunteers. Therefor, I respectfully submit my resignation from the Electronic Voting Committee effective immediately.

cc: Jacqui Beebe, Steve Cole, Sue Fischer



Rec'd  
7/14/2015

Board of Selectmen

Town of Eastham

Eastham, MA 02642

July 12, 2015

Attention: Board of Selectman

Elizabeth Gawron-

John F. Knight

Linda S. Burt

Wallace F. Adams

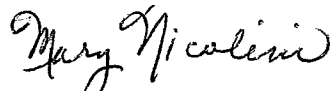
William O'Shea

I want to notify you that I can no longer serve on the Old Town Center Historic Commission as of September 1, 2015. My term officially expires in 2016.

I need to resign as there is an illness in my family which is foremost in my mind.

Thank you.

Sincerely,

A handwritten signature in cursive script that reads "Mary Nicolini".

Mary Nicolini





## Memo:

**To:** Board of Selectman

**From:** Jessica Burt

**Date:** July 20, 2015

**Re:** Barnstable County Home Consortium Advisory Council

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A new appointment is needed to the Barnstable County Home Consortium Advisory. Bernard Kaplan, who was appointed to a term to end 1/31/17, has passed away.

Thank you.



# **AMERICAN LUNG ASSOCIATION®**

Fighting for Air

June 29, 2015

IV A.  
4

American Lung Association  
of the Northeast

LungNE.org  
1-800-LUNGUSA

OFFICES:

**Connecticut**

45 Ash Street  
East Hartford, CT 06108

**Maine**

122 State Street  
Augusta, ME 04330

**Massachusetts**

460 Totten Pond Road  
Suite 400  
Waltham, MA 02451

393 Maple Street  
Springfield, MA 01105

**New Hampshire**

1800 Elm Street  
Manchester, NH 03104

**New York**

418 Broadway  
1st Floor  
Albany, NY 12210

21 West 38th Street  
3rd Floor  
New York, NY 10018

237 Mamaroneck Avenue  
Suite 205  
White Plains, NY 10605

700 Veterans Memorial Highway  
Hauppauge, NY 11788

1595 Elmwood Avenue  
Rochester, NY 14620

**Rhode Island**

260 West Exchange Street  
Suite 102B  
Providence, RI 02903

**Vermont**

372 Hurricane Lane  
Suite 101  
Williston, VT 05495

Shelia Vanderhoef  
Eastham Board of Selectmen  
2500 State Highway  
Eastham, MA 02642

Dear Ms. Vanderhoef,

**The American Lung Association's 2015 Autumn Escape Bike Trek** is set to take place **Friday, September 25, through Sunday, September 27, 2015**. The Autumn Escape Bike Trek, now in its 31st year, is a three-day event to raise funds to help further our mission *to save lives by improving lung health and preventing lung disease*.

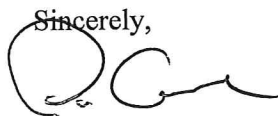
A maximum of 300 bicyclists will take part in the **2015 Autumn Escape Bike Trek**. Riders participate at their own speed. All of the cyclists must wear ANSI approved helmets and are instructed to ride safely and follow all traffic laws and regulations. The **AEBT** will have both medical and mechanical support. We strive to limit our use of main roads when possible. Enclosed you will find a copy of our proposed route through your city/town.

I am contacting the Police Department and the Board of Selectmen/Town Manager for approval and recognition to pass through your town. Please sign this letter acknowledging your awareness of our event and return it the enclosed envelope no later than August 15, 2015. Your signature is necessary to obtain the appropriate State Highway Permits.

You can reach me with any questions or concerns at (781) 314-9000. Thank you for your continued support throughout the years.

More information is available on the 31st **Annual Autumn Escape Bike Trek** at [www.biketreknewengland.org](http://www.biketreknewengland.org).

Sincerely,

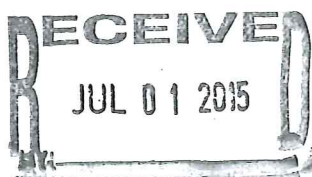


Paul Curley  
Route Manager

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Please Print Name/Title

\_\_\_\_\_  
Date





<u>Go</u> <u>(Mile)</u>	<u>To</u> <u>(Mile)</u>	<u>Signs</u>	<u>Direction</u>	<u>Location</u> (roads of travel in Bold)	<u>Landmarks</u>
<b>Brewster</b>					
0	0		left	onto <b>Route 6A</b>	Exit Cape Cod Sea Camps
0.1	0.1		right	onto <b>Millstone Road</b>	
0.1	0.2		left	onto <b>Cape Cod Rail Trail</b>	Caution Trail not designed for large groups
<b>Orleans</b>					
2.3	2.5		straight	into <b>parking lot</b>	Exit Rail Trail
0.1	2.6		bear left	onto <b>Sally Ridge Rd</b> (unmarked)	follow "Bike Route" Signs
0.2	2.8		right	onto <b>West Rd</b> (unmarked)	follow "Bike Route" Signs
0.2	3		left	onto <b>Rail Trail</b>	
0.6	3.6		straight	on <b>Rail Trail</b>	cross Main St (old route)
<b>Eastham</b>					
3.8	7.4	<b>SIGN</b>	right	onto <b>Locust Road</b>	(Sign: "Cape Cod National Sea Shore")
0.3	7.7		left	on <b>Salt Pond Rd</b>	
0.1	7.8	lights	straight	onto <b>Nauset Bike Path</b>	cross Rt 6
0.2	8	<b>SIGN</b>	right	into <b>Parking Lot Rest Stop #1, Salt Pond Visitors</b> <b>50 Nauset Rd., Eastham, MA 02642</b>	stay on bike bike path entering and exiting
0	8		straight	on <b>Nauset Bike Path</b>	winding trail, use caution
1.2	9.2		left	onto <b>beach parking lot/access road</b>	Coast Guard Beach
0.1	9.3		bear right	onto <b>Ocean View Drive</b>	
0.9	10.2	ss/S	left	onto <b>Cable Road</b> (unmarked)	Nauset Beach on right
1	11.2		right	onto <b>Nauset Road</b>	
0.9	12.1		right	onto <b>Rail Trail</b>	just before Rt 6, town line
<b>Wellfleet</b>					
3.7	15.8		right	onto <b>Lecounts Hollow Road</b>	exit Rail Trail
0.7	16.5	<b>SIGN</b>	left	onto <b>Ocean View Drive</b>	
1	17.5		right	into <b>Parking Lot Rest Stop #2, White Crest Beach</b> <b>592 Ocean View Dr., Wellfleet, MA 02667</b>	rest rooms across street
0	17.5		right	onto <b>Ocean View Drive</b>	
1	18.5	<b>SIGN</b>	left	onto <b>Long Pond Road</b>	
2	20.5		straight	on <b>Long Pond Road</b>	over Rt 6
0.1	20.6	ss	right	onto <b>Main Street</b>	
0.3	20.9		bear right	on <b>Main Street</b>	Downtown Wellfleet
0.1	21		straight	on <b>Main Street</b>	at Briar Lane
0.1	21.1	<b>SIGN</b>	right	on <b>W. Main Street becomes Pole Dyke Rd</b>	
1.2	22.3	ss	bear left	onto <b>Bound Brook Island Road</b>	
1.5	23.8		bear left	onto <b>Old County Road</b>	town line



## EASTHAM POLICE DEPARTMENT

2550 State Highway • Eastham, MA 02642  
508-255-0551 • Fax: 508-255-5412



EDWARD V. KULHAWIK  
*Chief of Police*

KENNETH J. RODERICK  
*Deputy Chief*

July 2, 2015

TO: Sheila Vanderhoef  
Town Administrator

FROM: Edward V. Kulhawik *EVK*  
Chief of Police

RE: American Lung Association  
2014 Autumn Bike Trek

I have no issues with the upcoming Bike Trek on Sunday, September 27, 2015 other than the need for a Police Detail at the Visitor Center Lights/crossover on Route 6. Mr. Curley did not request this in his letter, but I will notify him that he will need this service, as it is a very busy intersection for that many bikers to cross without assistance.

If you have any questions regarding this information, please feel free to contact me.



# **AMERICAN LUNG ASSOCIATION®**

Fighting for Air

June 29, 2015

American Lung Association  
of the Northeast

LungNE.org  
1-800-LUNGUSA

OFFICES:

**Connecticut**

45 Ash Street  
East Hartford, CT 06108

**Maine**

122 State Street  
Augusta, ME 04330

**Massachusetts**

460 Totten Pond Road  
Suite 400  
Waltham, MA 02451

393 Maple Street  
Springfield, MA 01105

**New Hampshire**

1800 Elm Street  
Manchester, NH 03104

**New York**

418 Broadway  
1st Floor  
Albany, NY 12210

21 West 38th Street  
3rd Floor  
New York, NY 10018

237 Mamaroneck Avenue  
Suite 205  
White Plains, NY 10605

700 Veterans Memorial Highway  
Hauppauge, NY 11788

1595 Elmwood Avenue  
Rochester, NY 14620

**Rhode Island**

260 West Exchange Street  
Suite 102B  
Providence, RI 02903

**Vermont**

372 Hurricane Lane  
Suite 101  
Williston, VT 05495

Chief Edward V. Kulhawik  
Eastham Police Department  
2600 Route 5  
Eastham, MA 02642

Dear Chief Edward V. Kulhawik,

**The American Lung Association's 2015 Autumn Escape Bike Trek** is set to take place **Friday, September 25, through Sunday, September 27, 2015**. The Autumn Escape Bike Trek, now in its 31st year, is a three-day event to raise funds to help further our mission *to save lives by improving lung health and preventing lung disease*.

A maximum of 300 bicyclists will take part in the **2015 Autumn Escape Bike Trek**. Riders participate at their own speed. All of the cyclists must wear ANSI approved helmets and are instructed to ride safely and follow all traffic laws and regulations. The **AEBT** will have both medical and mechanical support. We strive to limit our use of main roads when possible. Enclosed you will find a copy of our proposed route through your city/town.

I am contacting the Police Department and the Board of Selectmen/Town Manager for approval and recognition to pass through your town. Please sign this letter acknowledging your awareness of our event and return it in the enclosed envelope no later than August 15, 2015. Your signature is necessary to obtain the appropriate State Highway Permits.

You can reach me with any questions or concerns at (781) 314-9000. Thank you for your continued support throughout the years.

More information is available on the 31st Annual Autumn Escape Bike Trek at [www.biketreknewengland.org](http://www.biketreknewengland.org).

Sincerely,



Paul Curley  
Route Manager



Authorized Signature

Edward V. Kulhawik

Please Print Name/Title

Chief

7-2-15

Date

## 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").

#### 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<sup>✓</sup> and Exhibit B-2 to Exhibit B ("General Terms and Conditions of Cooperative Net Metered Power Purchase and Equipment Attachment Agreement") of the Agreement.

after 2.7 add  
of Article IV

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<sup>✓ of Article IV</sup> ("Use of Installation and/or Maintenance Subcontractors") is hereby revised by deleting the existing section in its entirety and replacing it with the following:

\* Article IV begins on page 18 of original contract Oct 21, 2009.



(add)  
either qualified solar  
technicians or, if required  
by code MA Licensed  
Electricians

"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. *of Article XIII.*

### 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

\* Article XIII is on page 31 of original contract Oct 21, 2009.

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

PROPOSED

## 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.

add-  
of Article IV

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<sup>✓ of Article IV</sup> ("Use of Installation and/or Maintenance Subcontractors") is hereby revised by deleting the existing section in its entirety and replacing it with the following:



(add)  
either qualified solar  
technicians or, if required  
by code MA licensed  
Electricians

“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 forth 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.

of  
Article  
XIII

### 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  
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BUYER/ROOF OWNER

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By: \_\_\_\_\_  
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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-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.

*PROPOSED*

## 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 <sup>visual inspections</sup> 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.