

**TOWN OF EASTHAM
AGENDA
BOARD OF SELECTMEN
Monday, May 16, 2016
5:00 p.m.**

Location: Earle Mountain Room

I SELECTMEN/PUBLIC INFORMATION

II PUBLIC HEARINGS

5:05 P.M. AQUACULTURE LEASES/TRANSFERS – NEW

- a. Transfer Grant Site B24E- ½ acre, from Leo Weikert to John McElroy Eastham Ma.
- b. Transfer Grant Site B8E- ½ acre, from Brad Krum to David Dwyer Orleans Ma,
- c. Transfer Grant Site B12W- ½ acre, from John Strazie, to Jennifer Klimizak Orleans Ma
- d. Transfer Grant Site B1W- ½ acre, from Douglas Edmunds to Alex Cestaro, Eastham Ma.
- e. Grant New Area License Site B2W- ½ acre to Gerald Cestaro, Eastham Ma.
(Public comment, discussion, & separate vote required for each license)

III. ADMINISTRATIVE MATTERS

A. Action (Vote Required)

1. Request to Establish Waiting List for Boat Meadow Aquaculture Area –
Shana Brogan Conservation Agent
2. Request for Variance to Policy Prohibiting Dogs on the Green July 2 & 3 Craft Fair - Jim
Russo, Executive Director Eastham Chamber of Commerce

IV. APPOINTMENTS

A. Discussion/Presentation

- 5:20 p.m. Update Seasonal Repair Plans Stairs and Facilities at Nauset Light Beach -
George Price, Superintendent, Cape Cod National Seashore
- 5:30 p.m. Review Draft Tri-Town Consulting Agreement for Demolition Design Engineering
Work for Plant Closure - Martin McDonald, Eastham Representative
Tri-Town Board of Managers
- 5:45 p.m. Cape Light Compact- To discuss program Business for Energy Efficiency Programs -
Margaret Song, Cape Light Compact/ Fred Fenlon, Eastham Rep Compact

III. ADMINISTRATIVE MATTERS *(continued)*

A. Action (Vote Required)

3. Accept Gift of \$15,000 from Eastham Conservation Foundation for Terrapin Cove Land
Acquisition – Sheila Vanderhoef, Town Administrator
4. Appointment of John Bumby to Water Management Committee, until June 30, 2018.
(Vote required)
5. Accept Conservation Restriction on 855 Nauset Road, from Joanna Stevens, and Aimee
Eckman, owners to The Compact of Cape Cod Conservation Trusts, Inc – Shana Brogan,
Conservation Agent
6. Update of Board of Selectmen Goals Set September 2015– Chair Elizabeth Gawron

V. LICENSING

A. Action (Discussion and Vote Required)

1. License to Use Town Owned Land, (Paper Road Crest Avenue) for Placement of Beach Stairs
in Order of Conditions from the Conservation Commission, and Superseding Order of Conditions
from DEP, Land Court Document No.1,291,104
2. Transient Vendor Permits – various vendors (Vote required to issue)

- VI. TOWN ADMINISTRATOR'S REPORT
Grant Opportunities – Bike Racks Cape Cod Commission
Coastal Resilience Study – CZM
Bond Refunding
Other Announcements of Weekly Activities
- VII. OTHER BUSINESS

Upcoming Meetings

<i>May 18, 2016</i>	<i>3:00p.m.</i>	<i>Timothy Smith Room</i>	<i>Work Session</i>
<i>June 6, 2016</i>	<i>5:00p.m.</i>	<i>Earle Mountain Room</i>	<i>Regular Session</i>
<i>June 8, 2016</i>	<i>3:00p.m.</i>	<i>Timothy Smith Room</i>	<i>Work Session</i>

The listing of matters includes those reasonably anticipated by the Chair which may be discussed at the meeting. Not all items listed may in fact be discussed and other items not listed may be brought up for discussion to the extent permitted by law.

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

T
Public
Info

To allow better access to
Voting by all citizens
especially our seniors .

Thank You

Paul Archetto
21 Smith Lane
Eastham

Dear Selectmen,
THAT WAS
WONDERFULLY
NICE OF YOU.

I am requesting to be on
the agenda May 16th

To discuss my wish that any
Special Town Meeting from here on in
be held on a Saturday afternoon

Police Chief will announce program.

Public
Info
I

For IMMEDIATE RELEASE
May 10, 2016

Contact: Dorothy Smith
617-722-2040
dorothy.smith@mahouse.gov

PRESS CONFERENCE – LOWER CAPE TRAFFIC INITIATIVE
1:00PM Tuesday May 17

At 1:00 pm on Tuesday, May 17, 2016, State Representative Sarah K. Peake and the Police Chiefs from Eastham, Wellfleet, Truro and Provincetown will hold a press conference at the Eastham Police Department to announce the commencement of the Lower Cape Traffic Initiative starting the week of May 22. This initiative will use officers from the four towns in a regionalized approach to concentrate their enforcement of Route 6 on speed, aggressive driving, texting, inattentive driving and OUI offenses.

During the summer of 2014 a series of vehicle accidents and several tragic fatalities occurred on Route 6 in the town of Wellfleet. The accidents brought traffic to a standstill for upwards of 8 hours, reaching as far north as Provincetown and as far south as Eastham. In addition to the immediate tragedy of the loss of life, the tie-ups themselves threaten public safety, pose serious health and emergency management hazards for residents and visitors alike.

Following these incidents, State Representative Sarah K. Peake contacted the police and fire chiefs in Wellfleet and Eastham to establish a cross-discipline group to determine the root causes of these accidents and what measures could be taken to provide more safety measures on Route 6.

"I convened a series of meetings during the fall and winter following the accidents, with the goal being to increase traffic safety and to reduce traffic accidents. The working group represented each the four outer cape towns of Eastham, Wellfleet, Truro, and Provincetown. Law enforcement, emergency management, state police, MassDOT, the Cape Cod Commission, and National Park Service, were all at the table " said Rep Peake.

"This regionalized approach to effective traffic calming, will allow officers from the four communities to focus their enforcement efforts toward aggressive drivers thereby providing safer travel on our roadways, during our busiest period of the year" said Eastham Chief Ed Kulhawik.

The key outcome of this work was the installation of rumble strips along the median and repainting of the yellow lines along a several portions of Route 6 in Wellfleet. In addition, there was agreement that a regional traffic force during the summer season would allow for police to work in teams on Route 6 from Provincetown to Eastham providing extra manpower and visibility. This new initiative needed a funding source.

Representative Peake successfully fought for and obtained \$30,000 of funding for this initiative in the FY16 budget. Based on the success of this coordinated program Rep Peake got the House to approve the funding again for FY17. The FY17 budget will be debated later this month in the Senate.

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

II. Public Hearing
5:05 pm

Pursuant to M.G.L. Ch 130 s 57 and 60, the Eastham Board of Selectmen will hold a public hearing on Monday, May 16, 2016 at 5:05p.m., in the Eastham Town Hall, Earle Mountain Room, 2500 State Highway, Eastham, MA 02642, concerning the following aquaculture licenses:

New Aquaculture License

Ms. Gayle Ashton
120 Joshua's Way, Eastham, MA 02642

Site# N71 1/2 Acre
Nauset Marsh

Mr. Gerald Cestaro
35 Apple Way, N. Eastham, MA 02651

Site# B2W 1/2 Acre
Boat Meadow

Transfer Aquaculture License

Mr. John McElroy, Sr.
3305 State Highway, Eastham, MA 02642

Site # B24E 1/2 Acre
Boat Meadow

Mr. David Dwyer
35 Captain Curtis Way, East Orleans, MA 02643

Site# B8E 1/2 Acre
Boat Meadow

Ms. Jennifer Klimczak
35 Captain Curtis Way, East Orleans, MA 02643

Site# B12W 1/2 Acre
Boat Meadow

Mr. Alexander Cestaro
584 Massasoit Rd, Eastham, MA 02642

Site# B1W 1/2 Acre
Boat Meadow

Published in Friday, April 29, 2016 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
natres@eastham-ma.gov

To: Eastham Board of Selectmen

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

RE: Aquaculture Licenses

Date: March 4, 2016

The Natural Resources Department has received several new aquaculture license applications. If all of the following are approved, all viable sites in the Town will be full. Currently there are 19 sites in Nauset Marsh and Town Cove ranging in size from 1/3 acre to 2 acres. There is a waiting list with currently 12 people waiting for sites in this area. In the Boat Meadow Aquaculture Development Area there are currently 17 sites ranging in size from 1/2 acre to 2 acres.

I request approval of the Board of Selectmen to implement a waiting list for sites at Boat Meadow to accompany the waiting list already established in Nauset Marsh and Town Cove. I have already had one call with interest in a site at Boat Meadow. There is also a 2 acre site at South Sunken Meadow.

Future and Current Permitting

Going forward we will be working closely with all license holders to ensure sites are clean and properly marked and now that there are waiting lists established, ensuring licensed sites are actively used by grant holders as per the Town of Eastham Aquaculture Regulations. The department will come back to the Board of Selectmen with recommendations to revoke licenses for lack of use if there are any. Obtaining an aquaculture license now requires extensive permitting with the Division of Marine Fisheries and Army Corps of Engineers. Therefore, it is important that applicants are prepared and committed. Sites need to be surveyed by the Massachusetts Division of Marine Fisheries if the site hasn't been active for 2 years or more.

I recommend the following Aquaculture Licenses be granted by the Board of Selectmen:

Gayle Ashton
120 Joshua's Way
Eastham, MA 02642
PO Box 1671
N Eastham, MA 02651

Site# N71 1/2 Acre
Nauset Marsh

Gayle Ashton has applied for an aquaculture license. Ms. Ashton has been on the waiting list for a site in Nauset Marsh for many years. We visited the site and she has held a valid Eastham

commercial shellfish permit for over a decade and is familiar with both the site and commercial shellfishing. This site has not been worked or licensed since 1999 as it was forfeited by Bernard Eldridge due to the presence of eelgrass on the site I believe. There has been no eelgrass in this area for over a decade and would like the site to be used again. It would be a new license and the MA Division of Marine Fisheries will have to survey the site as it has been inactive for so many years.

John McElroy, Sr.
3305 State Highway
PO Box 1202
Eastham, MA 02642

Site# B5 1 Acre
Boat Meadow

John McElroy, Sr. has held an aquaculture license in the Boat Meadow Aquaculture Development Area since August, 2006. In recent years Mr. McElroy has been increasing the amount of work on the site and would like to relocate to a different site in the ADA and also expand to (1) one acre. His current location, B24E, doesn't allow him to expand. I met with Mr. McElroy and he would like to relocate to site B5 which is farther out as per his request. Mr. McElroy is familiar with the area and currently holds a valid Eastham commercial shellfish permit.

This would be a transfer of a license from Leo Weikert who voluntarily forfeited the site and moved to Arizona. The MA Division of Marine Fisheries will have to survey the site because it has been inactive for more than two years.

David Dwyer
35 Captain Curtis Way
East Orleans, MA 02643
PO Box 793
East Orleans, MA 02643

Site# B8E 1/2 Acre
Boat Meadow

David Dwyer has applied for an aquaculture license. Mr. Dwyer has been an active commercial shellfisherman in Eastham for many years and has held a valid permit as well. We visited the site and he is familiar with it.

This will be a transfer of a license from Brad Krum as he voluntarily forfeited the site for lack of interest just this year. It will not need to be surveyed by Division of Marine Fisheries.

Jennifer Klimczak
35 Captain Curtis Way
East Orleans, MA 02643
PO Box 793
East Orleans, MA 02643

Site# B12W 1/2 Acre
Boat Meadow

Jennifer Klimczak has applied for an aquaculture license. Ms. Klimczak has been an active commercial shellfisherman in Eastham for several years and holds a valid commercial permit as well. We visited the site and she is familiar with it.

This will be a transfer of a license from John Strazie who voluntarily forfeited the site for health reasons in 2014 and the site will need to be surveyed by MA Division of Marine Fisheries.

Alexander Cestaro
584 Massasoit Rd.
Eastham, MA 02642

Site# BIW 1/2 Acre
Boat Meadow

Alexander Cestaro has applied for an aquaculture license. Mr. Cestaro obtained a Commercial Shellfish permit in January and previously had one in 2013. He is familiar with the site and has experience with marketing oysters.

This will be a transfer of a license from Douglas Edmunds who voluntarily forfeited the site for lack of interest in January of 2015. The site will not need to be surveyed by MA Division of Marine Fisheries.

Gerald Cestaro
35 Apple Way
N. Eastham, MA 02651

Site# B2W 1/2 Acre
Boat Meadow

Gerald Cestaro has applied for an aquaculture license. Mr. Cestaro just obtained an Eastham Commercial Shellfish permit this year and has many years experience commercially fishing. This site hasn't been active for quite awhile and will be a new license that will need to be surveyed by MA Division of Marine Fisheries.

Note: Alex Cestaro / Gerald Cestaro



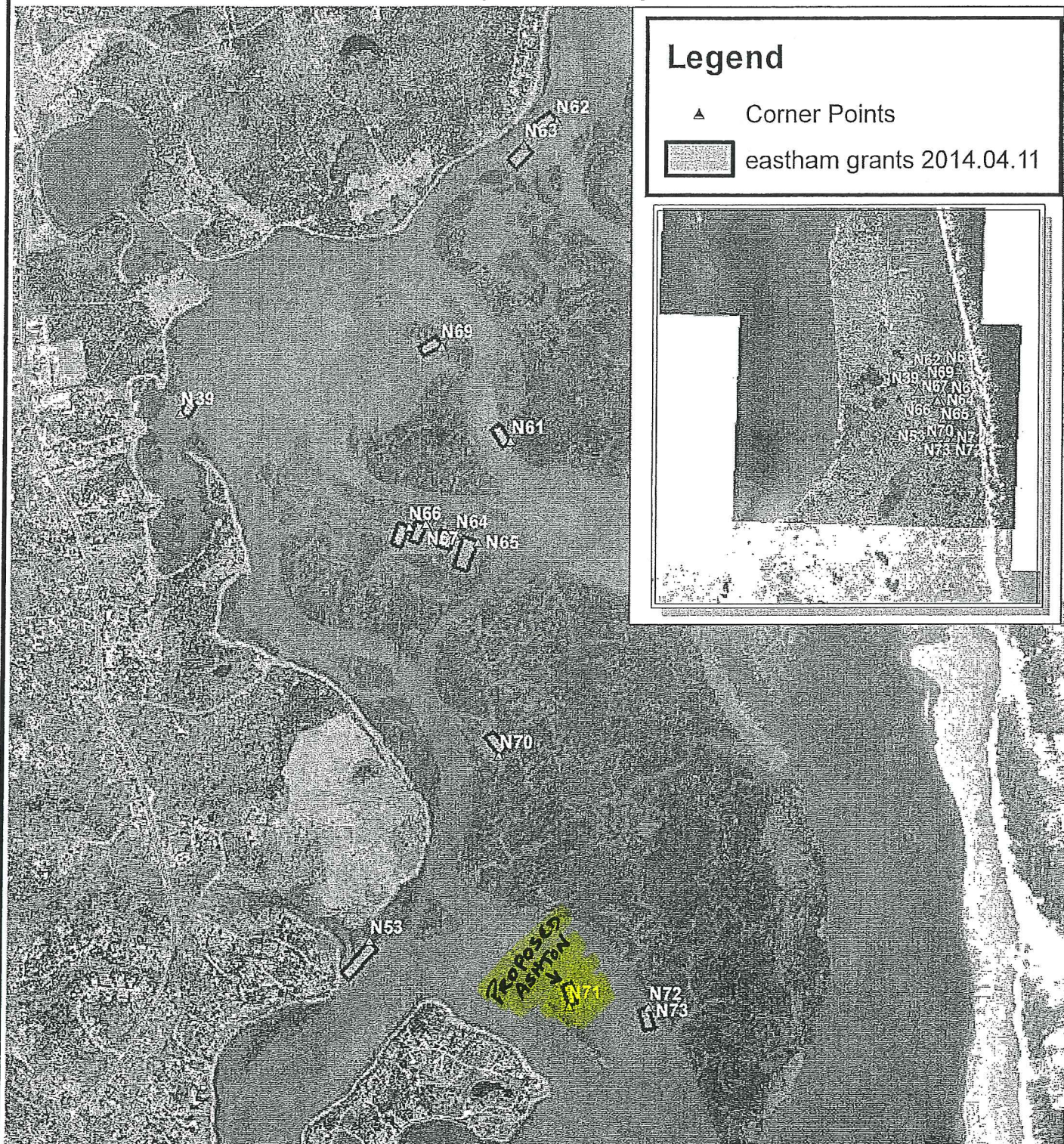
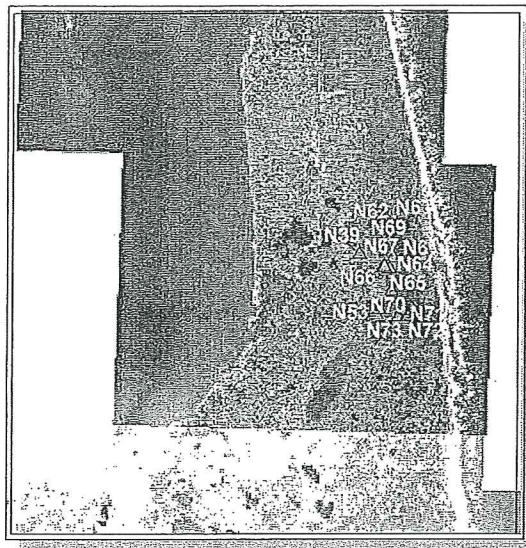
Estimated Locations of Aquaculture Grants Nauset marsh, Eastham MA (5/20/2014)

Legend

▲ Corner Points



eastham grants 2014.04.11



0 485 970 1,940 2,910 3,880 Feet



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.



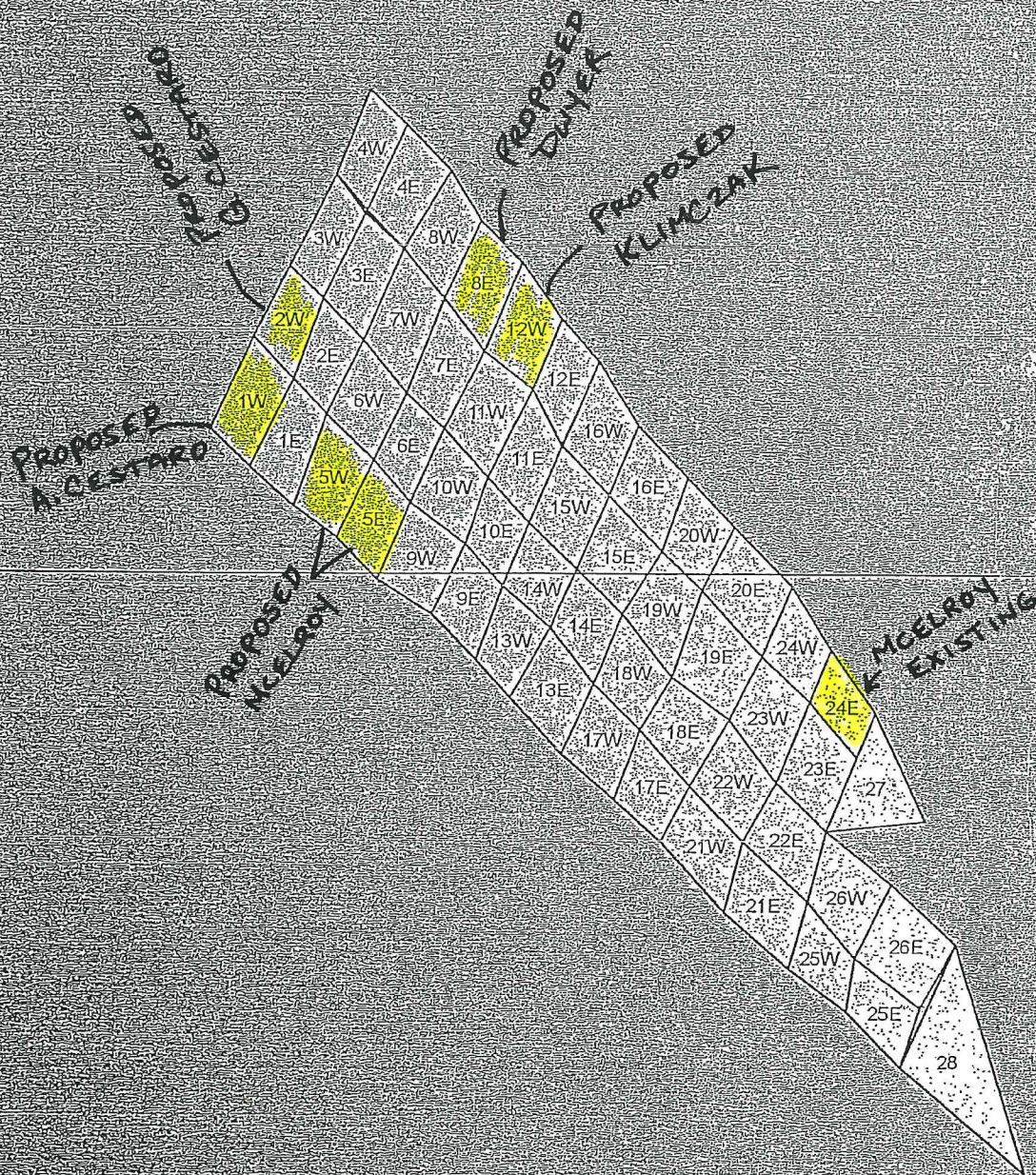
Google earth

feet 1000
meters 300



Gayle Ashton
N71

BOAT MEADOW SITES



12-11-15

Mike O'Connor
Natural Resource Officer
Eastern Natural Resources

Mike

I'm writing this letter in regards to my grant out at Boat Meadow CCB9 (B24E). I am requesting to move to a new location. The reasons are as follows. I would like to move further from the will grass, be put in deeper water, and to expand my grant. To have a clearer view, and to be more productive. Please let me know if this is possible.

Thank You
John M. Elroy SR
#617690
1-774-216-9163

III A. 1

Town of Eastham

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



508 240-5972

natres@eastham-ma.gov

TO: Eastham Board of Selectmen

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

RE: Boat Meadow Aquaculture Development Area

DATE: May 12, 2016

I request approval of the Board of Selectmen to implement a waiting list for sites at the Boat Meadow Aquaculture Area to accompany the waiting list already established in Nauset Marsh and Town Cove. The cost for the waiting list in Nauset Marsh and Town Cove is currently a one time fee of \$25.00 and would recommend the same cost for the Boat Meadow ADA. If all the applicants are approved at the May 16, 2016 hearing then all sites will be full in the Boat Meadow ADA. I now have 8 new people interested in sites in this area and would like to make an official waiting list.

Thank you for your attention to this matter.

III A 2

RECEIVED BY EMAIL FOR THE BOARD OF SELECTMEN
May 12, 2016

Hi Laurie,

The following is the info that you requested regarding the dog variance prior to my appearing before the BOS this coming Monday, May 16, 2016, 5:00PM.

The reason for the request for a variance to allow dogs on the Green during the craft fair event on July 2 & 3, is as follows:

The main reason is because dogs are no longer just pets. They are part of the family and the Castleberry Fair arts and craft fair is a family-friendly event.

Also, some of the artisans, who travel alone, bring their dog with them for security and companionship.

Dogs seem to be welcome on the Green when there is not an event. So when the family returns to Windmill Green to enjoy the arts and crafts fair and learn that they cannot attend with their pet, folks will likely be disappointed and upset. We love to keep both residents and tourists happy and definitely not "disappointed and upset."

Two of the exhibitors have service dogs which are exempt from the "no dog" rule. However, folks will see these dogs and wonder "why was my dog not allowed?" Some service dogs are obvious, others not so much. That said, a person with a service dog has the right to not disclose their disability. And again this sends mixed messages leading to the "disappointed and upset."

And finally we never want folks to have to choose between attending the event and possibly leaving their dog in a car. It's illegal and unethical to do so but, when you drive through Cape traffic and finally find a parking space and the kids are clamoring to get out, and then you see the sign "no pets during event" in that split second a person might make the awful decision to just crack a window and justify it by saying it will only be for a short while and then the poor animal suffers.

Castleberry Fairs has always welcomed "friendly pets on a leash" and hopefully they can continue to do so in Eastham.

Jim Russo
Executive Director
Eastham Chamber of Commerce
P.O. Box 1329, Eastham, MA 02642
508.240.7211 ofc
508.241.7500 cell



✓ 20894
\$ 375.50

and deposit - ✓ 20895
\$ 200.00

Town of Eastham
2500 State Highway
Eastham, MA 02642
508.240.5900
fax 508.240.1291
www.eastham-ma.gov

APPLICATION FOR THE USE OF THE WINDMILL GREEN AND BANDSTAND

Date of Application: February 11, 2016

Date of Event: July 2 & 3, 2016 Start Time: 10am End Time: 5pm
(Set up Day: July 1, 2016 until 8pm)

Sponsoring Organization: Eastham Chamber of Commerce

Address: 4730 State Highway, Eastham, MA 02642

Mailing Address (if different): P.O. Box 1329, Eastham, MA 02642

Contact Person: Jim Russo

Phone: (508) 240-7211

Fax: _____

Description of the Event: Include name of event (if any), type of activity, expected number of persons, and any equipment, tables, structures, tents etc., that will be erected.

Approximately 75 booths of juried Arts, Crafts, Foods and Live Music. Free Admission.

All Exhibitors have their own canopies (usually 10x10)

We often have several artisans demonstrating their craft on site.

Food vendors offer samples of their products. We anticipate 750 attendees per day.

We will rent local portable toilets and dumpsters as needed.

Do you require a special waiver on any component of the Windmill Green Policy? No _____ Yes _____

If Yes, please explain Not sure. We will have live music with moderate amplification if allowed

Will there be items sold at this event? No _____ Yes X

If Yes, please describe. American made Arts and Crafts, Food and Music.

Will there be a charge for admission? No X Yes _____

If Yes, please describe. _____

The following must be submitted and paid by the applicant at the time of application submittal.

1. A certification of current/valid insurance coverage.
2. A peddler's permit if anything is being sold on public property.
3. The appropriate use fees as follows:

☒ \$100 per day use fee

☒ \$25 per event fee if you intend to provide portable toilets.

☒ \$25 per event fee for vehicle access for set up and take down only
(vehicles not being actively loaded or unloaded may not be parked on the Green)

☒ \$25 per event fee if you intend to use/provide tents.

☒ A \$200 refundable damage deposit check is required, and must be submitted 3 days before the event.

INSURANCE:

Does the organization carry insurance? Yes X No _____
If Yes, indicate the amount: \$1,000,000.00 and the Agent's name: Bernier Insurance

A copy of the Certificate of Insurance must be provided naming the Town of Eastham as included in the coverage.

INDEMNIFICATION: The applicant must agree to indemnify and hold the Town of Eastham harmless against any and all claims which may be made against the Town for property damages and personal injuries sustained by any person including the user which may result from the said property by the user. The applicant must furnish proof of general liability insurance naming the Town as additional insured. (See the Windmill Green & Bandstand Policy.)

AGREEMENT:

I have carefully read the rules and regulations of the Town of Eastham's Guidelines for the Use of the Windmill Green and Bandstand and fully understand their content. I accept responsibility for the proper use of the facilities and for the actions and conduct of the group using the Town of Eastham facilities for this function. I will assume all responsibility for all fees, charges, and damage claims from such use of the facilities.

Signature: [Signature] Date: February 11, 2016
Name: Jim Russo Title: Executive Director Telephone: (508) 240-7211
Address: Eastham Chamber of Commerce, 4730 State Highway, Eastham, MA 02642

Information or Questions: Please call Mark Powers, Recreation & Beach Director-508-240-5974.

Mail or deliver completed applications to: Town of Eastham- 2500 State Highway -Eastham, MA 02642

This section to be completed by the Town of Eastham.

Approval of the following is required before this application is approved:

Fire Dept. _____ Police Dept. _____
Health Dept. _____ Recreation Dept. _____
Building Dept. _____ Bldg. Maintenance Dept. _____
Town Administrator _____

APPROVAL/DENIAL

This application has been ☒ Approved ☐ Denied

If approved, reservations have been made according to the above information with the understanding that the policies and regulations of the Board of Selectmen will be followed.

Signature: [Signature] Date: 3.10.16

This application has been denied because: _____

INSURANCE:

Does the organization carry insurance? Yes X No _____
If Yes, indicate the amount: \$1,000,000.00 and the Agent's name: Bernier Insurance

A copy of the Certificate of Insurance must be provided naming the Town of Eastham as included in the coverage.

INDEMNIFICATION: The applicant must agree to indemnify and hold the Town of Eastham harmless against any and all claims which may be made against the Town for property damages and personal injuries sustained by any person including the user which may result from the said property by the user. The applicant must furnish proof of general liability insurance naming the Town as additional insured. (See the Windmill Green & Bandstand Policy.)

AGREEMENT:

I have carefully read the rules and regulations of the Town of Eastham's Guidelines for the Use of the Windmill Green and Bandstand and fully understand their content. I accept responsibility for the proper use of the facilities and for the actions and conduct of the group using the Town of Eastham facilities for this function. I will assume all responsibility for all fees, charges, and damage claims from such use of the facilities.

Signature: [Signature] Date: February 11, 2016
Name: Jim Russo Title: Executive Director Telephone: (508) 240-7211
Address: Eastham Chamber of Commerce, 4730 State Highway, Eastham, MA 02642

Information or Questions: Please call Mark Powers, Recreation & Beach Director-508-240-5974.

Mail or deliver completed applications to: Town of Eastham- 2500 State Highway -Eastham, MA 02642

This section to be completed by the Town of Eastham.

Approval of the following is required before this application is approved:

Fire Dept. SEE EMAIL

Police Dept. OK - WITH POLICE DEPT.

Health Dept. SAB NEEDS TEMP FOOD

Recreation Dept. [Signature]

Building Dept. SEE EMAIL

Bldg. Maintenance Dept. [Signature]

Town Administrator _____

APPROVAL/DENIAL

This application has been ☐ Approved ☐ Denied

If approved, reservations have been made according to the above information with the understanding that the policies and regulations of the Board of Selectmen will be followed.

Signature: _____ Date: _____

This application has been denied because: _____



CERTIFICATE OF LIABILITY INSURANCE

OP ID: NG

DATE (MM/DD/YYYY)

02/11/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Bernier Insurance, Inc. 32 Wakefield Street PO Box 1268 Rochester, NH 03866-1268 Frederick Head		CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: CASTF-1	
INSURED Castleberry Fairs & Festivals and Christopher & Teresa Mullen 38 Charles Street Rochester, NH 03867	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: NH Underwriters Inc/Nautilus		
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			NN566648	05/19/2015	05/19/2016	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (PER ACCIDENT) \$
	<input type="checkbox"/> HIRED AUTOS						\$
	<input type="checkbox"/> NON-OWNED AUTOS						\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	<input type="checkbox"/> DEDUCTIBLE						\$
	<input type="checkbox"/> RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Coordinator of craft fairs. Certificate holder is listed as additional insured, per written contract, for the purpose of liability only with respect to the operations performed by the insured. Event name/dates: Windmill Summer Craft Festival, Windmill Green, Samoset Road & State Hwy, Eastham MA 02642. 7/1/16 to 7/3/16.

CERTIFICATE HOLDER**CANCELLATION**

TOWNE-6

Town of Eastham
Attn: Deb Cohen
2500 State Highway
Eastham, MA 02642

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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United States Department of the Interior

NATIONAL PARK SERVICE
Cape Cod National Seashore
99 Marconi Site Road
Wellfleet, MA 02667
508.349.3785
508.349.9052 Fax

IN REPLY REFER TO:
F5419

May 10, 2016

Ms. Elizabeth Gawron, Chair
Eastham Board of Selectmen
Town Hall
2500 State Highway
Eastham, Massachusetts 02642

Dear Chairwoman Gawron:

Thank you for allowing us to present to the Eastham Board of Selectmen during your meeting on May 16. We at the National Seashore are pleased to be able to meet with the Board of Selectmen to update you on current topics and hear about concerns or suggestions you may have to share. The topic of most concern is the condition of the stairs and facilities at Nauset Light Beach. We have moved from a time in recent years when NPS staff had to replace the stairs from the bluff to the beach about every 3 – 4 years, to every year. Plus, we have experienced extensive erosion at that specific location of 18' just last winter.

I have learned from the professional and respected Coastal Geologists Drs. Mark Borrelli and Graham Giese, Center for Coastal Studies, that they consider this immediate area as a "hot spot" which is an episode of rapid erosion. This activity has had a dramatic effect on the bluff in this area where we previously experienced about 3 feet of erosion a year. Not only has winter storm action taken the stairs we replaced last year, but the bluff has eroded to within 10 feet of the septic tank for the bathhouse facilities.

Seashore staff has been working with professional NPS support staff to outline a number of steps which I wish to share with you and the community. We anticipate only modest additional erosion prior to the beginning of this summer season. The steps include:

- Replacement of the beach stairs (\$120,000) and current operation of Nauset Light Beach this season.
- We are engaging professionals from our Denver Service Center to investigate replacement stair options. We have learned that this is not as easy as people imagine because of the loss of bluff each winter along with the wooden stairs.

IV. 5:20pm

- We are planning to demolish the current bathhouse facilities at the end of this summer season. We are concerned that additional erosion of the bluff could expose the septic tank, if not directly undercut the building closest to the bluff. We must maintain a safe demolition zone for the staff and equipment.
- We will plan for temporary restroom facilities as an interim measure until a new facility is constructed near Ocean View Drive.
- We anticipate construction of a new bathhouse facility (\$1.9M) in 2019, if the priority holds on the national list.
- We anticipate removing parking lot sections closest to the bluff when it becomes necessary. You will see that seashore staff has already removed or blocked off all the boardwalk sections beyond the parking lot.
- We will continue to work with Eastham Recreation Department to utilize the parking lot for Eastham residents in a proportional number of remaining spaces while maintaining safe vehicle circulation.
- Ultimately, unless the erosion rate dramatically reduces, we anticipate the lot will eventually have to be considered a drop-off location where visitors park off site and we utilize a tram system, similar to the Coast Guard Beach operation.

We will be hosting a public information session on Thursday, May 19th at the Salt Pond Visitor Center on this topic.

I look forward to seeing you on the 16th.

Sincerely,



George E. Price, Jr.
Superintendent

cc: Board of Selectmen & Town Manager, Eastham



National Park Service
U.S. Department of the Interior

Cape Cod National Seashore

99 Marconi Site Road
Wellfleet, MA 02667

508 771 2144 phone
508 349 9052 fax

Cape Cod National Seashore News Release

FOR IMMEDIATE RELEASE: MAY 11, 2016

CONTACT: GEORGE PRICE, SUPERINTENDENT, 508-957-0739

Informational meeting for the Nauset Light Beach

Superintendent George Price announced Seashore staff will be hosting an informational meeting about the Nauset Light Beach on Thursday, May 19th at the Salt Pond Visitor Center, Eastham from 4 – 6 PM.

The purpose of the meeting is to present the short-term approach for opening the beach and facilities for this summer season and plans for the future replacement. The Nauset Light Beach has been described by coastal geologists as a current “hot spot” of wave activity. The result has been much more erosion than the previous average of three feet a year. This activity has resulted in eighteen feet of erosion last winter, and even more this past winter. This erosion activity has threatened the current bath house and washed away the stairs for the fourth year in a row. Park staff will review the situation at the site during this information meeting.

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AECOM Project Number _____
AECOM Project Name: Tri-Town Septage Treatment
Facility Decommissioning and Demolition

ENGINEERING SERVICES AGREEMENT

This Engineering Services Agreement ("Agreement") effective this _____ day of _____, 2016, is by and between Tri-Town Septage Treatment Facility Board of Managers, c/o Town of Orleans, 19 School Road, Orleans, MA 02653, a ("Client"), and AECOM Technical Services, Inc., a California corporation, ("AECOM"); each also referred to individually as ("Party") and collectively as ("Parties").

In consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

1. SCOPE OF SERVICES

- 1.1 AECOM shall perform the services set forth in **EXHIBIT A** ("Services"), incorporated herein by reference.
- 1.2 AECOM will provide the work products ("Deliverables") in accordance with the schedule ("Project Schedule"), if applicable, as set forth in **EXHIBIT A**.

2. **TERM OF AGREEMENT** - Upon execution by the Parties, this Agreement shall have the effective date set forth above. This Agreement shall remain in force until all obligations related to the Services, other than those obligations which survive termination of this Agreement under Article 22, have been fulfilled, unless this Agreement is sooner terminated as set forth herein.

3. **COMPENSATION AND PAYMENT** - AECOM shall be paid for the performance of the Services in accordance with **EXHIBIT B** ("Compensation and Payment"), incorporated herein by reference.

4. **NOTICE** - All notices, requests, claims, demands and other official communications herein shall be in writing. Such notices shall be given (i) by delivery in person, (ii) by a nationally recognized commercial courier service; or (iii) by United States Postal Service, registered mail, postage prepaid and return receipt requested. Notices shall be effective upon actual delivery to the other Party at the following addresses:

TO CLIENT:

Tri-Town Septage Treatment Facility Board of Managers
c/o Town of Orleans, MA
19 School Road
Orleans, MA 02653
Attn: John Kelly, Town Administrator

TO AECOM:

9 Jonathan Bourne Road,
Pocasset, MA 02559
Attn: Thomas Parece, P.E. Project Manager

Claims-related notices shall be copied to:
Chief Counsel, Americas Design and Consulting Services
515 South Flower Street, Suite 1050
Los Angeles, CA 90071

or to which address the receiving Party may from time to time give notice to the other Party. Rejection or other refusal to accept, or the inability to deliver because of changed address for which no notice was given, shall be deemed to be receipt of the notice as of the date of such rejection, refusal to accept, or inability to deliver.

5. AECOM'S RESPONSIBILITIES

- 5.1 AECOM shall perform the Services in accordance with the degree of professional skill, quality and care ordinarily exercised by members of the same profession currently practicing in the same location under comparable circumstances and as expeditiously as is consistent with professional skill and the orderly progress of the Project. The full extent of AECOM's responsibility with respect to the Services shall be to perform in accordance with the above standards and to remedy any material deficiencies or defects in the Deliverables at AECOM's own expense, provided that AECOM is notified by Client, in writing, of any such deficiency or defect within a reasonable period after discovery thereof, but in no event later than 90 days after AECOM's completion or termination of the Services. AECOM MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, INFORMATIONAL CONTENT OR OTHERWISE.
- 5.2 AECOM will endeavor in good faith, as needed, to obtain from the appropriate authorities their interpretation of applicable codes and standards and will apply its professional judgment in interpreting the codes and standards as they apply to the Project at the time of performance of the Services. Notwithstanding the above, the Parties agree that, as the Project progresses, such codes or standards may change or the applicability of such codes or standards may vary from AECOM's original interpretation through no fault of AECOM and that additional costs necessary to conform to such changes or interpretations during or after execution of the Services will be subject to an equitable adjustment in the Compensation and Project Schedule.
- 5.3 AECOM shall be responsible for its performance and that of AECOM's lower-tier subconsultants and vendors. However, AECOM shall not be responsible for health or safety programs or precautions related to Client's activities or operations or those of Client's other contractors and consultants or their respective subcontractors and vendors ("Contractors"). AECOM shall have no responsibility for (i) Demolition means, methods, techniques, sequences or procedures; (ii) for the direction of Contractors' personnel; (iii) selection of Demolition equipment; (iv) coordination of Contractors' work; (v) for placing into operation any plant or equipment; or (vi) for Contractors' failure to perform the work in accordance with any applicable Demolition contract. AECOM shall not be responsible for Client's pre-existing site conditions or the aggravation of those preexisting site conditions to the extent not caused by the negligence or willful misconduct of AECOM. AECOM shall not be responsible for inspecting, observing, reporting or correcting health or safety conditions or deficiencies of Client, Contractors or others at project site ("Project Site") other than AECOM's employees, subconsultants and vendors. So as not to discourage AECOM from voluntarily addressing health or safety issues while at the Project Site, in the event AECOM does identify such issues by making observations, reports, suggestions or otherwise, AECOM shall have no authority to direct the actions of others not under AECOM's responsibility and control and shall have no liability, responsibility, or affirmative duty arising on account of AECOM's actions or forbearance.
- 5.4 Notwithstanding anything contained in this Agreement, AECOM shall have no responsibility for the discovery, presence, handling, removal, transportation, storage or disposal of, or exposure of persons to hazardous materials in any form related to the Project.
- 5.5 AECOM shall bear no responsibility for the Demolition work to be performed ("Work"), including without limitation, (i) the Demolition means, methods, techniques, sequences, or procedures; (ii) the direction of Demolition personnel; (iii) selection of Demolition equipment; (iv) the allocation of space where the Work is being performed ("Project Site"); (v) placing into operation any plant or equipment; or (vi) quality control of the Work. In addition, AECOM shall not be responsible for and shall have no authority to exercise any control over Owner's employees, contractors, consultant and vendors, or their respective officers, directors, employees, representatives, lower-tier subcontractors, agents or invitees ("Demolition Team").

- 5.6 AECOM shall not be responsible for Demolition observation or for reporting or correcting health or safety conditions or deficiencies relating to the Work or for the conditions at the Project Site. However, so as not to discourage AECOM from voluntarily addressing health or safety issues while at the Project Site, in the event AECOM does observe potential health or safety issues, AECOM may bring such health and safety issues to the attention of Owner and, where appropriate, may bring such observations to the attention of the Demolition Team. In the event that AECOM makes such observations, reports, suggestions or otherwise brings attention to the potential health and safety issue, AECOM shall have no authority to stop the performance of the Work and shall bear no liability or assume any affirmative duty relating to such health and safety issue.
- 5.7 In the event that the Services include Demolition observation or similar field services, AECOM's responsibility shall be limited to determining general conformance with AECOM's design. Visits by AECOM to the Project Site and observations made by AECOM shall not relieve the Demolition Team of its obligation to conduct comprehensive inspections of the Work sufficient to ensure conformance with the intent of the Demolition contract documents, and shall not relieve the Demolition Team of its responsibility for means, methods, techniques, sequences and procedures necessary for coordinating and completing all portions of the Work and for all safety precautions incidental thereto.
- 5.8 Any opinions of probable Demolition costs provided by AECOM represent AECOM's good faith professional judgment in light of its experience, knowledge and the information reasonably available to AECOM at the time of preparation of the opinion. However, since AECOM has no control over the market, economic conditions or the bidding procedures, AECOM, its directors, officers and employees and subconsultants do not make any guarantees or warranties whatsoever, whether express or implied, with respect to such opinions and accept no responsibility for any loss or damage arising therefrom or in any way related thereto. Third parties relying on such opinions do so at their own sole risk.

6. CLIENT'S RESPONSIBILITIES

- 6.1 Client shall provide in writing any specific Client requirements or criteria for the Project.
- 6.2 Client shall furnish to AECOM all information and technical data in Client's possession or control reasonably required for the proper performance of the Services. AECOM shall be entitled to reasonably rely without independent verification upon the information and data provided by Client or obtained from generally accepted sources within the industry, except to the extent such verification by AECOM is expressly required as a defined part of the Services.
- 6.3 Client shall arrange for access and make all provisions necessary for AECOM to enter upon public and/or private property as required for AECOM to properly perform the Services. Client shall disclose to AECOM any known or suspected hazards at the Project Site which may pose a threat to human health, property or the environment.
- 6.4 If any document or inquiry requires Client to approve, comment, or to provide any decision or direction with regard to the Services, such approval, comment, decision or direction shall be provided within a reasonable time within the context of the Project Schedule, or if not identified in the Project Schedule, within a reasonable time to facilitate the timely performance of the Services.

- 7. INDEPENDENT CONTRACTOR** - Nothing contained in this Agreement shall be construed to create a partnership, joint venture, or create a relationship of employer/employee or principal/agent between Client or Client's Contractors and AECOM.

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EXHIBIT A –SERVICES

Services:

Attachment 1 to Exhibit A - Scope of Services

Schedule:

Attachment 2 to Exhibit A - Project Schedule
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Attachment 1 to Exhibit B - Deliverable Payment Schedule
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Deliverables:

Deliverables as noted in the Attachment 1 to Exhibit A - Scope of Services
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AECOM Project Manager

Name	Thomas Parece, PE
Title	Project Manager
Phone Number	978-905-2354
E-mail Address	tom.parece@aecom.com

Client Project Manager

Name	John Kelly
Title	Orleans Town Administrator
Phone Number	508-240-3700, ext. 415
E-mail Address	jkelly@town.orleans.ma.us

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Attachment 1 to Exhibit A

Scope of Services

Tri-Town Septage Treatment Facility Board of Managers (OWNER) and AECOM Technical Services, Inc. (ENGINEER) in consideration of their mutual covenants herein agree in respect of the performance of professional engineering services by ENGINEER and the payment for those services by OWNER as set forth below for the Decommissioning and Demolition of the Tri-Town Septage Treatment Facility located in Orleans, MA.

SECTION 1 - SERVICES OF THE ENGINEER

ENGINEER shall perform the following Design Phase and Demolition Phase Basic Services, Additional Services, and Resident Services During Demolition to which this Agreement applies, as hereinafter provided:

- 1.1 Design Phase Basic Services - ENGINEER shall provide Design Phase Basic Services as described in SECTION 2, paragraphs 2.1 through 2.3, inclusive.
- 1.2 Design Phase Additional Services - ENGINEER shall provide Design Phase Additional Services as described in SECTION 3, paragraphs 3.1 through 3.2, inclusive.

The services called for in the paragraph 2.1 of the Design Phase (Decommissioning Plan) will be completed within 30 calendar days after written authorization to proceed from OWNER. The remaining services called for in the Design Phase (Design Phase Basic Services and Design Phase Additional Services) will be completed within 120 calendar days after written authorization to proceed from OWNER.

- 1.3 Demolition Phase Basic Services - ENGINEER shall provide Demolition Phase Basic Services as described in SECTION 4, paragraphs 4.1 through 4.16, inclusive.

The services called for in the Demolition Phase (Demolition Phase Basic Services) will be completed within a time to be determined at the end of the Design Phase (Design Phase Basic Services and Design Phase Additional Services) and after approval of the design have been obtained and written authorization to proceed from OWNER.

SECTION 2 - DESIGN PHASE BASIC SERVICES

After written authorization to proceed, ENGINEER shall in conformance with SECTION 1

- 2.1 In consultation with the OWNER prepare a Decommissioning Plan.
 - 2.1.1 Conduct a two day on-site workshop with the operating staff to develop a decommissioning protocol/standard operating procedure for the closure of the facility.
 - 2.1.2 The decommissioning protocol/standard operating procedure will be developed to minimize the requirements for off-site disposal of material, while maintain compliance with the facilities' MassDEP Groundwater Discharge Permit (GWDP) as well as local fire department and police department requirements. The deliverable will be a clear, easy to follow procedure for facility staff to use during decommissioning.
 - 2.1.3 Provide up to 40 hours of on-site technical assistance during decommissioning.

2.2 In consultation with OWNER prepare conduct field investigations.

- 2.2.1 Hazardous Materials Assessment - ENGINEER will perform a survey of the structure at the project site for compliance with USEPA's National Emissions Standards for Hazardous Air Pollutants (NESHAP) regulations. The survey will be conducted for the purpose of identifying visible, accessible suspect Asbestos Containing Materials ("ACM") and identifying materials that may be required to be abated prior to proposed demolition activities. Identified suspect ACM will be sampled. The onsite inspection work will result in minimal damage to some interior and exterior components and hard enclosures. ENGINEER will not be responsible for repairing such damage, but will attempt to minimize it to the extent possible. Roofing materials will be included in the survey; however ENGINEER will not be responsible for patching roof cuts.

The facility survey for ACM will generally consist of the following:

- Visual observations of friable and non-friable ACM;
- Physical assessment of suspected friable materials;
- Bulk sampling;
- Laboratory analysis;
- Written report documenting findings, recommendations and conclusions.

ENGINEER anticipates the collection of approximately 85 bulk material samples. Additional sample analysis, if needed, will be billed at an additional cost based on requested laboratory turn-around-time.

In addition, ENGINEER will visually inspect for the presence of regulated materials such as: PCB-containing light ballast's, PCB-containing oils, fluorescent light bulbs, mercury switches, and refrigerants. The survey will only include aboveground investigations. No sampling of suspect chemical or PCB-containing materials is included in the Scope of Work pricing for this project.

ENGINEER will also perform a preliminary Lead-Based Paint (LBP) determination of representative interior and exterior painted building components. The lead determination will be limited to those areas of the buildings, which are accessible at the time of the survey. Samples will be collected from wallboard, concrete wall, metal door frames, etc., to confirm the presence of lead. ENGINEER will collect up to 15 paint chip samples and submit them to a certified laboratory for lead in paint analysis.

Upon completion of site activities, ENGINEER will prepare a hazardous materials survey report, which will include an inventory/quantification of ACMs, LBP and laboratory results, and locations of ACMs identified within the building. The report and findings will be used as needed in the development of specifications and procedures for the demolition of the facility and disposal of the debris in accordance with applicable regulations.

- 2.2.2 Environmental Site Assessment (ESA) - The primary purpose of this assessment is to identify, to the extent feasible Recognized Environmental Conditions ("RECs") in connection with the site. A REC is the presence or likely presence of hazardous substances or petroleum products in, on, or at a property: (a) due to release to the environment; (b) under conditions indicative of a release to the environment; or (c) under conditions that pose a material threat of a future release to the environment. It does not include *de minimis* conditions that generally do not present a threat to human health or the environment and that generally would not be the subject of an enforcement action if brought to the attention of appropriate governmental agencies.

The Environmental Site Assessment will generally consist of the following:

- Visual inspection of the site building(s), if present, and grounds to identify potential for on-site petroleum or hazardous material release(s).

- General review of readily available facility records related to on-site activities to identify sources of petroleum or hazardous material contamination to the site.
- Review of readily available local records related to historical site ownership, usage, and development. This includes obtaining information from local environmental authorities to identify complaints, violations, citations, inspections, environmental liens, activity and use limitations (AULs), or institutional and engineering controls related to the site.
- Preparation of an ESA letter report.

It is assumed the site visit will take up to two days, and that the operations staff will be made available to the assessment team. Additionally, it is assumed that the assessment is limited to the boundary limits of the existing facility, and not the entire 26 acre parcel. It is not anticipated that any RECs will be identified, however if this not be the case, there may be a requirement for an expanded ASTM Phase II ESA, which is not included in ENGINEER's scope of work and fee.

- 2.2.3 Equipment Inventory - The value of salvaged equipment will be built into the demolition contractors bid price. In order to provide bidders with a means of estimating this value, ENGINEER will spend up to two days on site developing an itemized list of major process equipment as well as an assessment of its condition for inclusion into the bid documents

2.3 In consultation with OWNER prepare Contract Documents.

- 2.3.1 On the basis of the approval of the field investigations (Hazardous Materials Assessment, Environmental Site Assessment (ESA), and Equipment Inventory) and applicable existing facility records of the facility prepare Contract Documents consisting of Drawings and Technical Specifications to show the general scope, extent and character of the work to be furnished and performed by the Contractor(s).

- 2.3.2 Prepare for review and approval by OWNER, its legal counsel and other advisors, contract agreement forms, general conditions and supplementary conditions and, where appropriate, bid forms, invitations to bid and instructions to bidders and assist in the preparation of other related documents. Incorporate the approved documents into the Contract Documents.

- 2.3.3 ENGINEER will prepare specifications as part of the preparation of the Contract Documents. OWNER shall provide ENGINEER any special bid solicitation and/or contract requirements that apply to this project that must be included in the documents. The common specifications will be based on documents provided by the OWNER and will generally include:

- Advertisement for Bids;
- Instructions and Information for Bidders;
- Form for General Bid;
- Bid Bond; and Statement of Tax Compliance;
- Notice of Award; and Form for Agreement;
- Payment and Performance Bonds;
- Notice to Proceed;
- General and Special Conditions;
- Change Order Form;
- Certificate of Substantial Completion; and Waiver of Liens;
- Certificate of Final Payment and Completion of Work;
- Transfer of Title; and
- General and Technical Specifications.
 - Summary of Work
 - Work Restrictions
 - Contract Modifications
 - Measurement and Payment
 - Payment Procedures

- Project Management and Coordination
- Demolition Progress Documentation
- Submittal Procedures
- Regulatory Requirements
- Health and Safety Requirements
- Temporary Facilities and Controls
- Erosion and Sediment Control
- Environmental Monitoring and Controls
- Closeout Procedures
- Decontamination
- Stockpiling
- Demolition and Earthwork
- Transportation and Disposal
- Restoration

2.3.4 ENGINEER will utilize existing drawings as part of the preparation of the Contract Document that will generally include:

- Cover Sheet, Location Plan, and List of Drawings (1);
- Plan, Sections and Details in order to define the level effort of the demolition of the facility (20); and
- Miscellaneous and Standard Restoration Details (1).

2.3.5 Provide to the OWNER 60 percent design progress documents for review and comments. ENGINEER will prepare an estimate of probable cost. Meet once with the OWNER to discuss the plans.

2.3.6 Provide to the MassDEP 60 percent design progress documents for review and comments. Meet once with the MassDEP to discuss the plans.

2.3.7 In consultation with OWNER and approval of the 60 percent design documents, review and address OWNER's comments and MassDEP's comments as part of the preparation of 100 percent design progress documents. ENGINEER will prepare an estimate of probable cost in preparation for advertising the project.

SECTION 3 - DESIGN PHASE ADDITIONAL SERVICES

After written authorization to proceed ENGINEER shall in conformance with SECTION 1:

3.1 Prepare for, attend and participate in the following meetings in order to obtain local and state requirements for incorporation into the Contract Documents for the decommissioning and demolition of the facility:

3.1.1 OWNER (3);

3.1.2 MassDEP (2); and

3.1.3 Orleans Police Department and Orleans Fire Department; and Orleans Department of Public Works (1).

3.2 Prepare and submit, if required, the following environmental and regulatory review materials and permit applications and supporting documents for the project: Environmental Protection Agency (EPA), National Pollutant Discharge Elimination System (NPDES) stormwater program, the Orleans Conservation Commission, the Massachusetts Department of Environmental Protection (MassDEP) and the Natural Heritage Endangered Species Program (NHESP).

- 3.2.1 The NPDES stormwater program requires projects proposing clearing, grading, and excavating activities that disturb one acre or more to obtain coverage under a NPDES permit for stormwater discharge. It is expected that the proposed demolition Project will exceed this threshold, and thus a NPDES permit will be required prior to the demolition of the facility.
- 3.2.2 A review of the available online mapping resources provided by the MassGIS Oliver Program indicates the Project may be located within the jurisdiction limits of one or more wetland resource areas regulated by MassDEP under the Massachusetts Wetlands Protection Act (WPA) and the Town Conservation Commission under the Orleans Wetlands Protection Bylaw. To comply with wetlands protection regulations, consultation will be performed with the Town of Orleans Conservation Commission and an onsite biological assessment will be performed by a wetland scientist. If determined the site activity will result in disturbances to locations regulated under the WPA and/or the Town of Orleans Wetlands Protection Bylaw, a Notice of Intent prepare and obtained prior to the demolition of the facility.
- 3.2.3 The project site is partially located within a Priority Habitat mapped for state-listed species and thus is subject to the jurisdiction of Massachusetts Endangered Species Act (MESA) regulations (321 CMR 10.00) as promulgated by the Massachusetts Division of Fisheries and Wildlife (Division) and administered by the NHESP. MESA establishes a regulatory review process whereby the NHESP determines if proposed activities may result in "take" to state-listed species. It is not anticipated that a "take" will occur since the demolition of the facility will occur within the previously areas of disturbance. However, on activates if it is determined a "take" will occur and cannot be avoided through project design then the Project will require compliance with performance standards for issuance of a Conservation and Management Permit under MESA (321 CMR 10.23) from the NHESP. The preparation of a Conservation and Management Permit application is not included in ENGINEER's scope of work and fee.
- 3.2.4 Review the demolition activities to verify compliance under Section 106 of the National Historic Preservation Act of 1966 (NHPA). ENGINEER will consult with the Massachusetts Historical Commission (MHC) prior to the initiation of site activity.

SECTION 4 - DEMOLITION PHASE BASIC SERVICES

After written authorization to proceed ENGINEER shall in conformance with SECTION 1:

- 4.1 Provide 30 sets of contract documents (plans and specifications) to OWNER. Assist OWNER in advertising for and obtaining bids or negotiating proposals for each separate prime contract for Demolition, materials, equipment and services; and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-bid conferences and receive and process deposits for Bidding Documents.
- 4.2 Issue Addenda, as appropriate, to interpret, clarify or expand the Bidding Documents.
- 4.3 Attend the bid opening, prepare bid tabulation sheets, and assist OWNER in evaluating bids or proposals and in assembling and awarding contracts for Demolition, materials, equipment and services.
- 4.4 Advise OWNER as to the necessity of OWNER's providing or obtaining from others data or services of the types described in SECTION 8, and assist OWNER in obtaining such data and services.
- 4.5 Prepare bid tabulation sheets and assist OWNER in evaluating bids or proposals and in assembling and awarding contracts for Demolition, materials, equipment and services. OWNER recognizes that in order to assist in evaluation of bids or proposals in awarding contracts, ENGINEER may be required to provide OWNER with information, which may lead to the rejection of one or more contractors. Where such information is true to the best of ENGINEER's knowledge, information, and belief, and was provided in good faith, OWNER shall defend, indemnify, and hold harmless ENGINEER and from any claims, loss, damages, or expenses, including attorney's fees, arising out of information and/or advise provided under this AGREEMENT.

- 4.6 Administration of Demolition Contract. ENGINEER shall consult with and advise OWNER and act as OWNER's representative, as provided in the General Conditions of the Demolition Contract. The extent and limitations of the duties, responsibilities and authority of ENGINEER, as assigned in said General Conditions, shall not be modified, except as ENGINEER may otherwise agree in writing. All of OWNER's instructions to Contractor will be issued through ENGINEER who will have authority to act on behalf of OWNER only to the extent provided in the General Conditions, except as otherwise expressly stated and agreed to in writing by ENGINEER.
- 4.7 ENGINEER's responsibility to provide Basic Services for the Demolition Phase under this Agreement commences with written authorization to proceed with the Demolition Phase Basic Services and terminates at the earlier of the issuance to OWNER of the final Certificate for Payment or sixty (60) days after the date of Substantial Completion of the work, whichever first occurs.
- 4.8 Visits to Site and Observation of Demolition. In connection with observations of the work of Contractor(s) while it is in progress:
- 4.8.1 ENGINEER shall make up to four visits to the site at intervals appropriate to the various stages of demolition as ENGINEER deems necessary in order to observe, as an experienced and qualified design professional, the progress and quality of the various aspects of Contractor(s)' work. Based on information obtained during such visits and on such observations, ENGINEER shall endeavor to determine in general if such work is proceeding in a manner indicating that the work when completed will be in accordance with the Contract Documents; and ENGINEER shall keep OWNER informed of the progress of the work.
- 4.8.2 The purpose of ENGINEER's visits to, and representation by the Resident Project Representative (if required under SECTION 1 of this Agreement) at, the site will be to enable ENGINEER to better execute the duties and responsibilities assigned to and undertaken by ENGINEER during the Demolition Phase, and, in addition, by exercise of ENGINEER's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed work of Contractor(s) will conform generally to the Contract Documents and that the integrity of the design concept, as reflected in the Contract Documents, has been implemented and preserved by Contractor(s). On the other hand ENGINEER shall not, during such visits or as a result of such observations of Contractor(s) work in progress, supervise, direct or have control over Contractor(s)' work nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences or procedures of Demolition selected by Contractor(s), safety precautions and programs incident to the work of Contractor(s) or any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor(s)' furnishing and performing its work. Accordingly, ENGINEER can neither guarantee the performance of the Demolition Contract(s) by Contractor(s) nor assume responsibility for Contractor(s)' failure to furnish and perform its work in accordance with the Contract Documents.
- 4.9 Defective Work. During such visits and on the basis of such observations, ENGINEER may disapprove or reject Contractor(s)' work while it is in progress, if ENGINEER believes such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents.
- 4.10 Interpretations and Clarifications. ENGINEER shall issue necessary interpretations and clarifications of the Contract Documents and in connection therewith prepare work directive changes and change orders, as required. In issuing such interpretations and clarifications ENGINEER shall endeavor to secure faithful performance by both OWNER and Contractor(s), shall not demonstrate partiality to either and shall not be liable for the result of any interpretation, clarification or other decision or judgment rendered in good faith.

- 4.11 Shop Drawings. ENGINEER shall review and take appropriate action in respect of Shop Drawings (as that term is defined in the aforesaid General Conditions), samples and other data which Contractor(s) is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews and approvals or other actions shall not extend to means, methods, techniques, sequences or procedures of Demolition or to safety precautions and programs incident thereto. ENGINEER's review or other actions, as described above, shall not constitute approval of an assembly of which an item is a component, nor shall it relieve the Contractor(s) of (a) its obligations regarding review and approval of any such submittals, as set forth in General Conditions; and (b) its exclusive responsibility for the means, methods, sequences, techniques and procedures of Demolition, including safety of Demolition.
- 4.12 Inspections and Tests. ENGINEER shall have authority, as OWNER's representative, to require special inspection or testing of the work and shall receive and review all certificates of inspection, testings and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents (but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the Contract Documents).
- 4.13 Disputes Between OWNER and Contractor(s). ENGINEER shall act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work there under, and make decisions relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work. ENGINEER shall not be liable for the results of any such interpretations or decisions rendered in good faith.
- 4.14 Applications for Payment. Based on ENGINEER's on-site observations, as an experienced and qualified design professional, on information provided by the Resident Project Representative and on review of applications for payment and the accompanying data and schedules:
- 4.14.1 ENGINEER shall determine the amounts owing to Contractor(s) and recommend in writing (Certificates for Payment) payments to Contractor(s) in such amounts. Such recommendations of payment will constitute a representation to OWNER, based on such observations and review, that the work has progressed to the point indicated and that, to the best of ENGINEER's knowledge, information and belief, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of such work as a functioning whole and integrated unit prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation). In the case of unit price work, ENGINEER's recommendations of payment will include final determinations of quantities and classifications of such work (subject to any subsequent adjustments allowed by the Contract Documents).
- 4.14.2 By recommending any payment ENGINEER will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made by ENGINEER or the Resident Project Representative to check the quality or quantity of Contractor(s)' work as it is furnished and performed beyond the responsibilities specifically designated to ENGINEER in this AGREEMENT and the Contract Documents. ENGINEER's review of Contractor(s)' work for the purposes of recommending payments will not impose upon ENGINEER responsibility to supervise, direct or control such work, for the means, methods, techniques, sequences or procedures of Demolition, safety precautions or programs incident thereto or Contractor(s)' compliance with laws, rules, regulations, ordinances, codes or orders applicable to its furnishing and performing the work. It will, also, not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes any Contractor(s) has used the monies paid on account of the Contract Price, to determine that title to any of the work, materials or equipment has passed to OWNER free and clear of any lien, claim, security interest or encumbrances or that there may not be other matters at issue between OWNER and Contractor(s) that might affect the amount that should be paid.

- 4.15 Visits to Site. ENGINEER shall conduct an observation visit to determine if the work is substantially complete and a final visit to determine if the completed work is acceptable so that ENGINEER may recommend, in writing, final payment to Contractor(s) and may give written notice to OWNER and Contractor(s) that the work is acceptable (subject to any conditions therein expressed); but any such recommendation and notice will be subject to the limitations expressed in paragraph 4.13.1.
- 4.16 Limitations of Responsibilities. ENGINEER shall not be responsible for the acts or omissions of any Contractor(s), or of any subcontractor(s) or supplier(s), or any of Contractor(s)' or subcontractor(s)' or supplier(s)' agents or employees or any other persons (except ENGINEER's own employees and agents) at the site or otherwise furnishing or performing Contractor(s)' work.

SECTION 5 – DEMOLITION PHASE ADDITIONAL SERVICES - Not Used.

SECTION 6 - RESIDENT SERVICES DURING DEMOLITION - Not Used

SECTION 7 – SERVICES NOT INCLUDED IN THIS AGREEMENT

Unless specifically called for under SECTION 1 of this Agreement, the services listed in this SECTION 7 are not included as part of this Agreement and are not paid for by OWNER.

- 7.1 Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER.
- 7.2 Services resulting from significant changes in the general scope, extent or character of the Project or its design including, but not limited to, changes in size, complexity, unexpected site conditions or unanticipated hazardous materials, OWNER's schedule, character of Demolition or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond ENGINEER's control.
- 7.3 Investigations and studies involving, but not limited to, detailed consideration of operations, maintenance and overhead expenses; during the course of design; the preparation of feasibility studies; cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing and assisting OWNER in obtaining process licensing; detailed quantity surveys of material, equipment and labor; and audits or inventories required in connection with Demolition performed by OWNER.
- 7.4 Services during out-of-town travel required of ENGINEER other than visits to the site or OWNER's office, as required by SECTION 1.
- 7.5 Assistance in connection with bid protests, rebidding or renegotiating contracts for Demolition, materials, equipment or services.
- 7.6 Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration or other legal or administrative proceeding involving the Project.
- 7.7 Additional or extended services during Demolition made necessary by (1) work damaged by fire or other cause during Demolition, (2) a significant amount of defective or neglected work of Contractor(s), (3) prolongation of the contract time of any prime contract beyond the date for final completion as set forth in the Contract Documents, (4) acceleration of the progress schedule involving services beyond normal working hours [five 8-hour days per week] and (5) default by Contractor(s).
- 7.8 Protracted or extensive assistance in the utilization of any equipment or system.

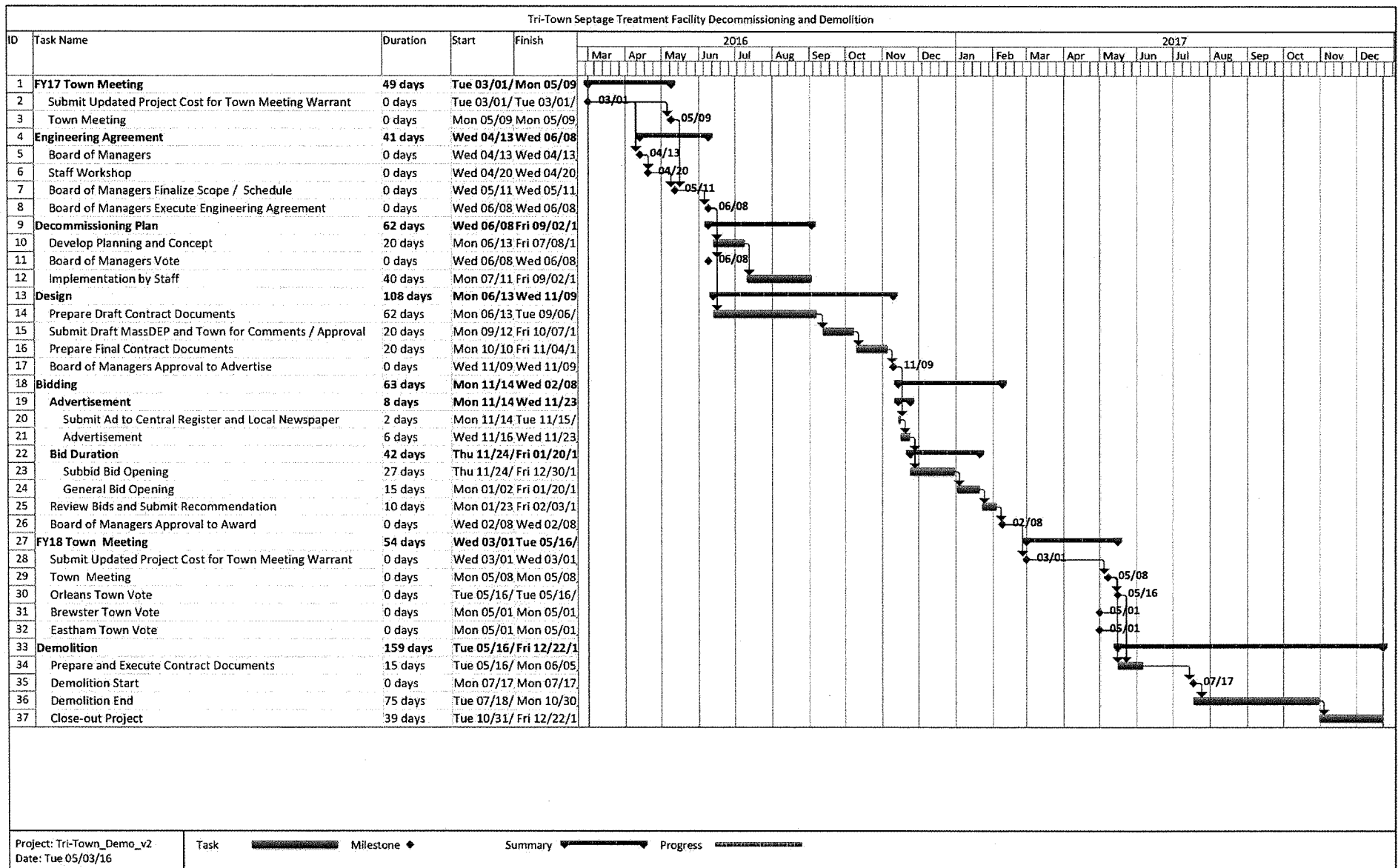
SECTION 8 - OWNER'S RESPONSIBILITIES

Unless specifically called for as a responsibility of ENGINEER under SECTION 1, OWNER shall do the following in a timely manner so as not to delay the services of ENGINEER:

- 8.1 Designate in writing a person to act as OWNER's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to ENGINEER's services for the Project.
- 8.2 Provide all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and Demolition standards, which OWNER will require to be included in the Drawings and Specifications.
- 8.3 Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the Project including previous reports and any other data relative to design or Demolition of the Project.
- 8.4 Furnish to ENGINEER, as required for performance of ENGINEER's Basic Services, the following:
 - 8.4.1 Data prepared by or services of others, including without limitation borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment;
 - 8.4.2 Appropriate professional interpretations of all of the foregoing;
 - 8.4.3 Environmental assessment and impact statements;
 - 8.4.4 Property descriptions;
 - 8.4.5 Zoning, deed and other land use restriction; and other special data or consultations not covered in SECTION 3;all of which ENGINEER may use and rely upon in performing services under this Agreement.
- 8.5 Furnish right of entry and permission for ENGINEER to perform planned surveys, borings, and other investigation and exploration, pursuant to the scope of services. Where client is not the owner of the site, and services includes borings, trenches, or other such invasive testing measures, ENGINEER may require written authorization from the property owner to perform such services. ENGINEER will take reasonable precautions to minimize damage to the property from use of equipment, but have not included in the fee the costs of restoration of damage that may result from such operations. If ENGINEER is required to restore the property to its former condition, the cost will be added to its fee.
- 8.6 Examine all studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by ENGINEER, obtain advice of an attorney, insurance counselor and other consultants, as OWNER deems appropriate for such examination, and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.
- 8.7 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others, as may be necessary for completion of the Project.

- 8.8 Provide such accounting, independent cost estimating and insurance counseling services, as may be required for the Project, such legal services as OWNER may require or ENGINEER may reasonably request with regard to legal issues pertaining to the Project, including any that may be raised by Contractor(s), such auditing service as OWNER may require to ascertain how or for what purpose any Contractor(s) has used the monies paid under the Demolition Contract, and such inspection services as OWNER may require to ascertain that Contractor(s) is complying with any law, rule, regulation, ordinance, code or order applicable to its furnishing and performing the work.
- 8.9 If OWNER designates a person to represent OWNER at the site who is not ENGINEER or ENGINEER's agent or employee, the duties, responsibilities and limitations of authority of such other person and the effect thereof on duties and responsibilities of ENGINEER and the Resident Project Representative (and any assistants) will be set forth in an exhibit that is to be identified, attached to and made a part of this Agreement before such services begin.
- 8.10 If more than one prime contract is to be awarded for Demolition, materials, equipment and services for the entire Project, OWNER shall designate a person or organization with authority and responsibility for coordinating the activities among the various prime contractors.
- 8.11 Furnish to ENGINEER data or estimated figures as to OWNER's anticipated costs for services to be provided by others for OWNER so that ENGINEER may make the necessary findings to support opinions of probable Total Project Costs.
- 8.12 Attend the pre-bid conference, bid opening, pre-Demolition conferences, Demolition progress and job related meetings, substantial completion inspections and final payment inspections.
- 8.13 Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services or any defect or non-conformance in the work of any Contractor(s).
- 8.14 Furnish, or direct ENGINEER to provide, Basic and Demolition Additional Services as stipulated in SECTION 6 of this Agreement or other services, as required.
- 8.15 Submit to ENGINEER the proposed language of certifications, affidavits and/or assignments requested of ENGINEER or ENGINEER's independent contractors and consultants for review and approval at least 14 days prior to execution. OWNER shall not request certifications and/or affidavits that would require expertise, knowledge or services beyond the scope of this Agreement.
- 8.16 Bear all costs incident to compliance with the requirements of this SECTION 8.

[End of Section]



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EXHIBIT B

COMPENSATION AND PAYMENT

1 COMPENSATION -The Services set forth in **EXHIBIT A** will be compensated on the following basis:

- ☐ Advance retainer of \$_____. The advance retainer is to be applied to the final invoice. Any remainder will be returned to Client within 30 days of receipt of final payment.
- ☐ Time and Material - See Section 2.1 for Hourly Labor Rates
- ☐ Time and Materials with a Not-to-Exceed ("NTE") amount of \$_____. The Hourly Labor Rates, if applicable, are as in Section 2.1 below. Reimbursable expenses are included in the overall NTE cap.
- ☒ Lump Sum \$_____. Total Fee; payment will be made by Milestone (detailed list of Milestones is attached (Attachment 1 to Exhibit B)
- ☐ Cost Plus Fixed Fee: Cost of \$_____ and Fee of \$_____.
- ☐ Other:

2. RATE SCHEDULE Compensation shall be based on the following Hourly Labor Rate Schedule:

2.1 HOURLY LABOR RATE SCHEDULE

INTENTIONALLY OMITTED	\$
	\$
	\$
	\$
	\$
	\$

2.2 OTHER HOURLY LABOR RATES - If additional services are authorized during the performance of this Agreement, compensation will be based on the Schedule of Fees in effect at the time the Services are authorized.

2.3 ANNUAL HOURLY LABOR RATE ADJUSTMENTS - The Labor costs to remain constant through completion of FY16. Labor cost of Services authorized in subsequent fiscal years will be based on the applicable Hourly Labor Rate Schedule for those years.

- 3. REIMBURSABLE EXPENSES** - Reimbursable expenses are expenditures made by AECOM for goods, travel expenses and vendor services in support of the performance of the Services. Such expenditures will be billed at the actual cost to AECOM plus ten percent (10%) to cover related administrative costs.
- 4. CHANGE ORDERS** - The Parties may at any time and by written agreement make changes in the Services, Project Schedule, Deliverables, Compensation or other terms and conditions in this Agreement. The Parties shall effect such change through the use of a written Change Order. EXHIBIT C is the preferred form for such use.
- 5. DELAY** - To the extent not the fault of AECOM, if the Project Schedule is extended or delayed, or if the orderly and continuous progress of the Services is impaired, then an equitable adjustment shall be made to this Agreement.

6. **INVOICING** - AECOM will invoice Client on a monthly basis unless otherwise set forth herein. If Client disagrees with any portion of an invoice, it shall notify AECOM in writing of the amount in dispute and the specific reason for Client's objection within 30 days of receipt of invoice. Client shall pay the undisputed portion of the invoice as set forth below. Documentation supporting the invoice will be made available upon request.

7. **PAYMENT**

- 7.1 If payment is based on Time and Materials with a NTE, once AECOM reaches the NTE, AECOM will stop further Services pending a Change Order to adjust the budget and schedule for the continued performance of the Services.
- 7.2 Timely payment is a material term of this Agreement. Client shall pay all undisputed portions of AECOM's invoices within 30 days of receipt without holdback or retention. AECOM may suspend the Services pending receipt of such payment for amounts remaining unpaid 30 days. In addition, AECOM retains its unrestricted rights under Article 18 (Termination) of the Agreement.
- 7.3 If the Project is suspended by Client for more than 120 days, AECOM shall be paid for all Services performed prior to the effective date of suspension within 120 days of such suspension. Upon resumption of the Project, AECOM shall be entitled to an equitable adjustment in cost and schedule to compensate AECOM for expenses incurred as a result of the interruption and resumption of the Services.
- 7.4 Except as otherwise specifically provided herein, Client shall pay or reimburse AECOM, as appropriate, for all categories of taxes other than income tax, including without limitation, sales, consumer, use, value added, gross receipts, privilege, and local license taxes related to the Services.
- 7.5 Client shall make payments to AECOM using one of the following methods:

7.5.1 AECOM LOCKBOX:

AECOM Technical Services, Inc.
1178 Paysphere Circle
Chicago, IL 60674

7.5.2 ELECTRONIC FUNDS TRANSFER/ACH PAYMENT:

Account Name: AECOM Technical Services, Inc. Bank Name: Bank of America
Address1: Building D Address2: 2000 Clayton Road
City/State/Zip: Concord, CA 94520-2425 Account Number: 5800937020
ABA Routing Number: 071000039

7.5.3 WIRE TRANSFER:

Account Name: AECOM Technical Services, Inc. Bank Name: Bank of America
Address: 100 West 33rd St City/State/Zip: New York, NY 10001 Account Number: 5800937020
ABA Routing Number: 026009593 SWIFT Code: BOFAUS3N

Questions related to payment can be sent to:

AECOM Cash Applications Supervisor by phone at (804) 515-8490 or by email at
cashappsremittance@aecom.com

(End of Section)

Attachment 1 to Exhibit B
Detailed Deliverable Payment Schedule

Number	Deliverable	Value
1	Decommissioning Plan	
	Field Investigations	
2A	Hazardous Materials Assessment	
2B	Environmental Assessment	
2C	Equipment Inventory	
	Contract Documents	
3A	60 Percent	
3B	100 Percent	
4	Bidding Phase	
5	Demolition Phase / Project Closeout	

(End of Section)

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EXHIBIT C

CHANGE ORDER FORM

In accordance with the Design Engineering Services Agreement dated _____, 2016 between Tri-Town Septage Treatment Facility Board of Managers ("Client"), and AECOM Technical Services, Inc. AECOM Technical Services, Inc., a California corporation, ("AECOM"), this Change Order, with an effective date of _____, 2016, modifies that Agreement as follows:

1. **Changes to the Services:**

2. **Change to Deliverables:**

3. **Change in Project Schedule** (attach schedule if appropriate):

4. **Change in Consultant's Compensation:**

The Services set forth in this Change Order will be performed on the following basis:

CHOOSE ONE OF THE FOLLOWING TYPES OF COMPENSATION BY MARKING THE APPROPRIATE ☐

☐ No change to Compensation

☐ Time & Material (See Exhibit B for the Hourly Labor Rate Schedule)

☐ Time and Materials with a Not-to-Exceed amount of (\$ Numerical Amount). The Hourly Labor Rate Schedule is set forth in EXHIBIT B (if applicable). Reimbursable expenses are included in the overall Not to Exceed cap.

☐ Lump Sum [\$ Numerical Amount]

Milestone/Deliverable & Date	Payment Amount
	\$

☐ Cost Plus Fixed Fee: [Cost \$ Numerical Amount and Fee \$ Numerical Amount]

Therefore, the total authorized Compensation, inclusive of the Change Order is \$ Numerical Amount.

5. **Project Impact:** Insert any anticipated additional impact of the Change on the Project in addition to the direct changes in the cost, schedule or scope contained in the Change Order (e.g., the Change will cause other activities to be delayed; Change will require re-sequencing of the other work on the Project; etc.). If there is no additional impact, insert "NONE".

6. **Other Changes** (including terms and conditions): Changes to the terms and conditions of this Agreement require Contract Reviewer/Analyst's approval. If there are no changes, insert "NONE" in the box below.

7. All other terms and conditions of the Agreement remain unchanged.

8. Each Party represents that the person executing this Change Order has the necessary legal authority to do so on behalf of the respective Party.

AECOM Technical Services, Inc.

**CLIENT: Tri-Town Septage Treatment
Facility Board of Managers**

Signature

Betsy Shreve-Gibb

Printed Name

Vice President

Title

Signature

John Kelly

Printed Name

Orleans Town Administrator

Title

Signature

Michael Embury

Printed Name

Brewster Town Administrator

Title

Signature

Martin McDonald

Printed Name

Eastham Town Administrator Representative

Title

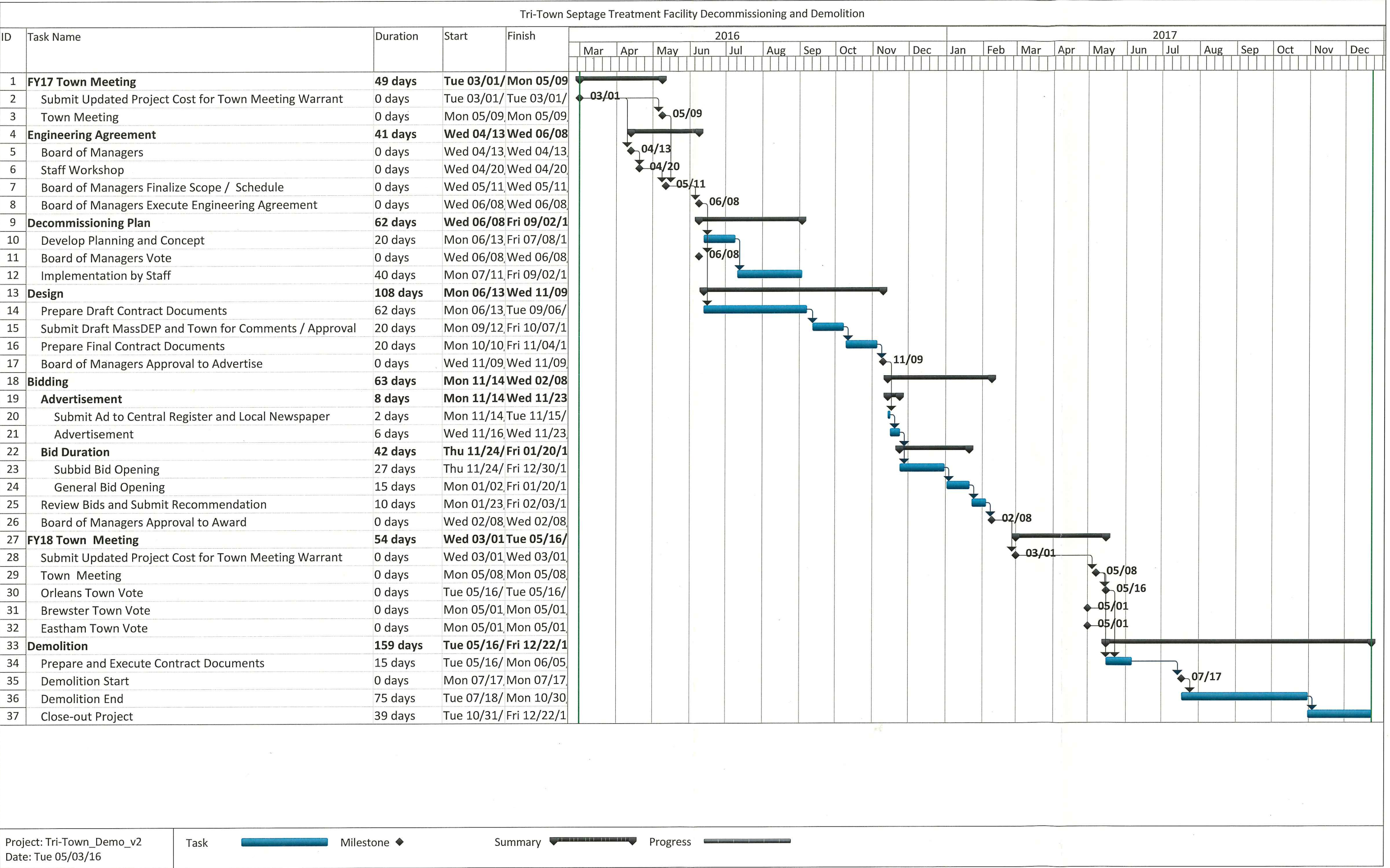
Address

9 Jonathan Bourne Road
Pocasset, MA 02559

Address

c/o Town of Orleans, MA
19 School Road
Orleans, MA 02653

[End of Agreement]



Cape Light Compact Commercial and Industrial Programs 2016-2018

**Cape Light
Compact**



Working Together Toward A Smarter Energy Future

Agenda for Presentation



- About Cape Light Compact
- History of Commercial and Industrial Energy Efficiency Programs
- New Offerings
 - Non-Profit
 - Inclusion of more vendors
 - New approach to new construction

CONTACT US AT 800-797-6699 OR
WWW.CAPELIGHTCOMPACT.ORG

Cape Light Compact



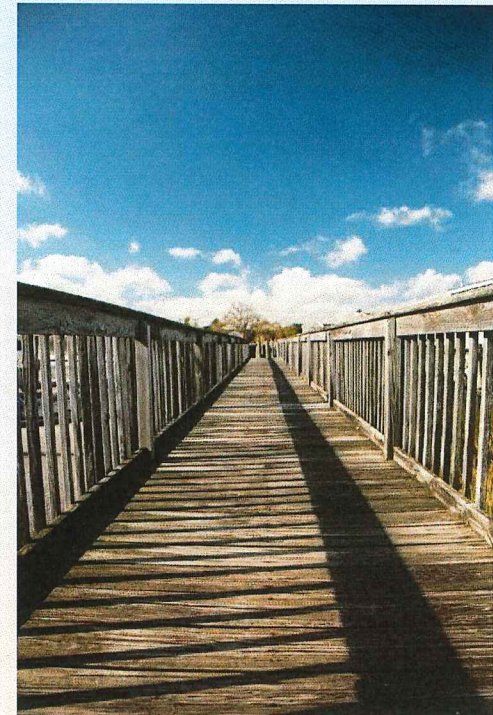
- Award-winning energy services organization operated by the 21 towns and 2 counties on Cape Cod and Martha's Vineyard
- Mission: serve customers through delivery of
 - proven energy efficiency programs
 - effective consumer advocacy
 - competitive electricity supply and green power options
- Model for other community choice aggregation programs in MA and nationally



Cape Light Compact



- Consumer Advocacy – (i.e.) \$25 M returned to Cape & Vineyard customers from the sale of Canal Generating Plant
- Energy Efficiency – more than \$600 M in savings to the region through 2014
- Competitive Power Supply/Green Power Options



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WWW.CAPELIGHTCOMPACT.ORG

History of Commercial and Industrial Energy Efficiency



- Previous efforts focused on kW and not kWh
- Large and non-large customer focus
- One-stop shopping vendor or application process

Commercial & Industrial Programs



	Small (<100,000 kWh)	Medium (100,000 – 1M kWh)	Large (>1M kWh)
# of Customers	>17,000	>1,100	<90
% of Customers	~94%	~5%	<1%
% of C&I Load	~32%	~38%	~30%



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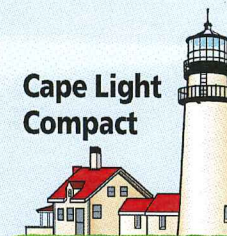
Small Business Programs



Using Compact Installer	Current Small Commercial Program	Proposed Small Business Program
Eligible Customers	<300 kW per year	<100,000 kWh per year
Incentive	Up to 80%	Up to 80%-90%
Assessment	<ul style="list-style-type: none">• Site specific screening• No instant savings measures• Proposal sent to customer after assessment• Installations completed	<ul style="list-style-type: none">• Instant savings measures available at time of assessment (i.e. lighting & smart strips)• Proposal given at assessment• Installations completed

- Custom & prescriptive incentives are available for using own installer

Medium Business Programs



Current Medium Commercial Program

> 300 kW annual demand

Use your own installer

Custom applications – up to 50% incentive

Prescriptive applications – 70% average incentive

Proposed Medium Business Program

100,000 kWh – 1 million kWh annually

Use Compact installer? Own installer?

Incentive?

Roll-out phasing of programs designed for specific industries (lodging, grocery, healthcare, etc.)

Access to industry experts for segment specific measures



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Large Business Programs

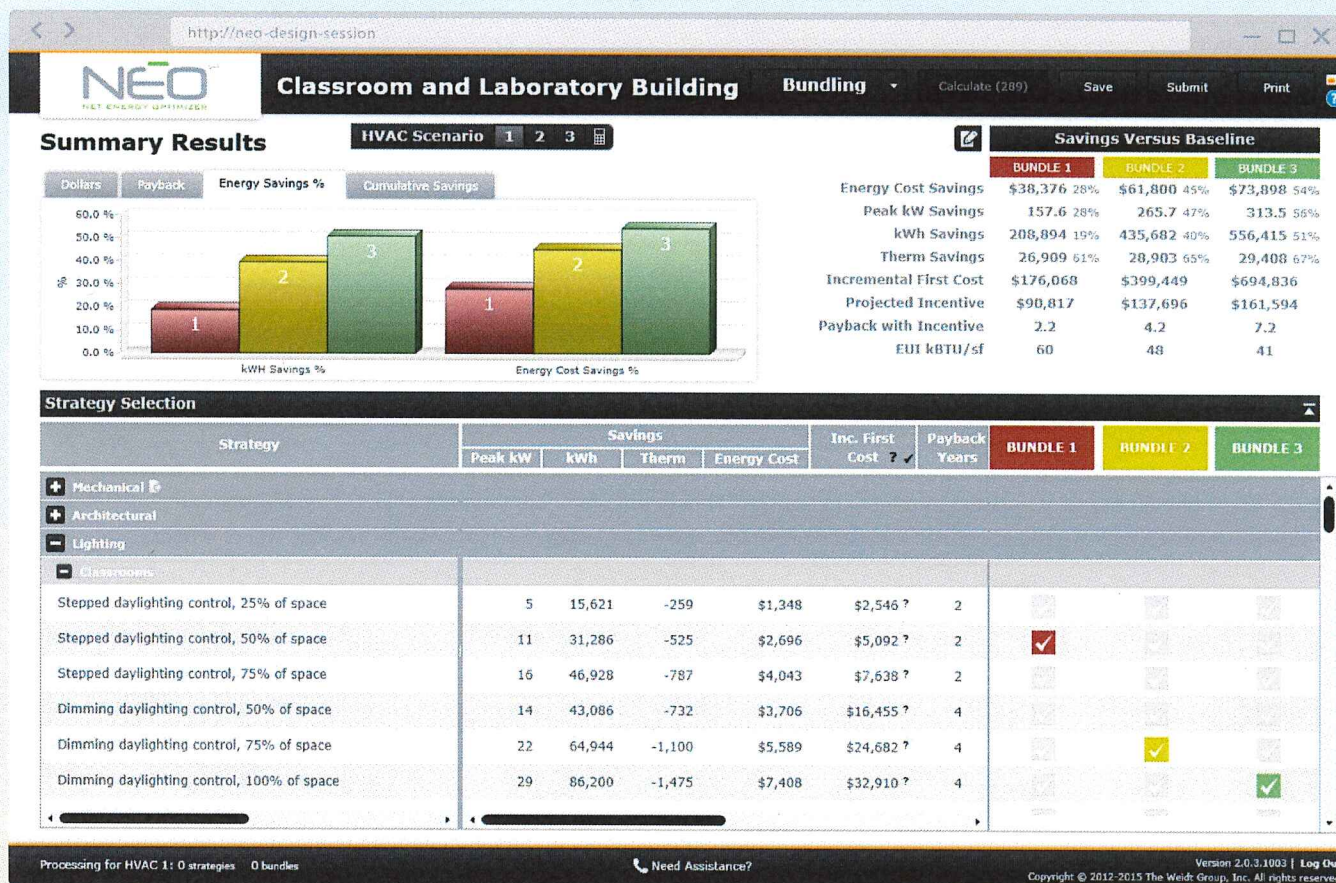


- New and Enhanced Benefits:
 - Dedicated Compact staff liaison
 - Site specific energy needs
 - Develop short/long term efficiency plans
 - Minimum 50% incentive for eligible measures



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WWW.CAPELIGHTCOMPACT.ORG

New approach to new construction



- Must address lighting, HVAC and envelope
- At the stage of being able to add to construction documents or before
- Tiered incentives for design team and customer

CONTACT US AT 800-797-6699 OR
WWW.CAPELIGHTCOMPACT.ORG



EASTHAM CONSERVATION FOUNDATION, INC.
POST OFFICE BOX 183, EASTHAM, MASSACHUSETTS 02642
www.easthamcf.org

III A 3

Trustees

Henry Lind, president
Joseph Moran, vice president
Joanna Buffington, clerk
Richard Wallace

27 April 2016

Board of Selectmen
2500 State Highway
Eastham MA 02642

Greetings:

It is our pleasure to enclose a check in the amount of \$15,000.00 as our additional contribution to the purchase price of land voted at Town Meeting known as the Terrapin Cove Land Protection Project.

These monies are from awards made after the previous installment due to the different agencies' protocol.

Thank you for your continued support !

Very truly yours,

Henry Lind
President

Ec: Mass Audubon at Wellfleet Bay
Open Space Committee
Community Preservation Committee
Conservation Commission



ORIGINAL PRINTED ON 100 % RECYCLED PAPER

May 16, 2016

To: Board of Selectmen

From: Sheila Vanderhoef, Town Administrator

Re: Committee Appointments

The following is the information needed to make one committee appointment.

Jeff Bumby

The Search Committee recommends the appointment of Jeff Bumby to the Water Management Committee as a regular member.

If the Board appoints him, his first term would commence May 16, 2016 and expire June 30, 2018. He seeks to replace Marcel Boelitz, whose term ended 6/30/15.

Charge To The Water Management Committee

The Board of Selectmen hereby appoints a body that shall be known as the Water Management Committee (WMC). The purpose of this Committee is to exercise review and advice on issues related to groundwater, wastewater, and fresh water systems. These functions include guidance for the development of comprehensive water supply and waste water management plans that will:

1. Provide public water in critical areas;
2. Protect the water resources with appropriate remediation measures;
3. Protect the water quality of ponds; and
4. Comply with MA DEP TMDL regulations

The committee shall consist of nine (9) members who shall be appointed for three year overlapping terms. There shall also be one alternate position, with a term ending 6/30/2010.

Staff support for this Board shall be provided by the Health Agent and, if appropriate, by the Town Planner, who shall attend and participate but not vote in the Board's deliberations.

The specific responsibilities of the Committee shall include:

1. Investigation of experiences in other communities with regard to water supply and wastewater management practices, and the protection of ponds.
2. Compilation of a working library of information about water supply, wastewater management pond quality-protection practices.
3. Research current and evolving innovative methods of treatment and/or disposal of wastewater.
4. Identification of specific tasks and expertise necessary to complete water and wastewater management Plans, and recommendations regarding which tasks can be completed by the Board, Town staff, Cape Cod Commission and/or external consultants

The Board shall annually report progress to the Board of Selectmen. At that time, the Board shall make implementation recommendations to further the protection of water quality in Eastham.

***This Committee incorporates the duties of the former Water Resources Advisory Committee and the Waste Water Management Planning Committee.**

Adopted by the Board of Selectmen on December 15, 2008.



III A 5

THE COMPACT

OF CAPE COD CONSERVATION TRUSTS, INC.

25 April 2016

Elizabeth Gawron, Chr.
Board of Selectmen
Town Hall
Eastham MA 02642

Dear Ms. Gawron:

On behalf of The Compact and the landowners, please find attached a copy of the executed conservation restriction (CR) for 2.2 acres at 855 Nauset Road in Eastham. We seek the Selectmen's vote to approve the CR pursuant to G.L. Ch. 184, ss. 31-33. The CR has been previously reviewed by State EOEEA officials and I will forward it to them for final approval after the Selectmen have executed the document.

This CR is the first in Eastham under The Compact's *Live Lightly on the Land* program to encourage private landowners in and near the Cape Cod National Seashore to "set aside a little land for wildlife." By keeping more than half of their 4-acre property in its native woodland character, these landowners are doing what they can to participate in the program. We hope others will consider the options too.

This CR also helps to protect the c. 1750 homestead of Solomon Doane. The original farm house is still intact on the property and the CR helps to preserve the grounds of this historic setting.

The Eastham Conservation Commission reviewed and approved the CR on 14 April (see recommendation attached.) I would be happy to attend your meeting to answer any questions you may have, if necessary. Please let me know when it is scheduled for your review. Thank you for your kind consideration of this matter.

Sincerely,

Mark H. Robinson
Executive Director

enc.

cc: Stevens&Eckman; S. Brogan, Cons. Dept.



Grantors: Joanna W. Stevens and Aimee J. Eckman
Grantee: The Compact of Cape Cod Conservation Trusts, Inc.
Property Address: 855 Nauset Road, Eastham MA
Grantors' Title: Land Court Certificate 206124
Plan of Record: Land Court Plan 22605B; Lot 1

CONSERVATION RESTRICTION

Joanna W. Stevens and Aimee J. Eckman, being a married couple, as tenants by the entirety, with an address of 855 Nauset Road, Eastham, Massachusetts 02642, their successors and assigns holding any interest in the Premises as hereinafter defined ("Grantors"), for nominal consideration, as a gift, grants to **THE COMPACT OF CAPE COD CONSERVATION TRUSTS, INC.**, a Massachusetts charitable corporation with an office at 36 Red Top Road, Brewster MA 02630 and a mailing address of P.O. Box 443, Barnstable MA 02630, its successors and permitted assigns ("Grantee"), with quitclaim covenants, IN PERPETUITY and exclusively for conservation purposes, the following described **CONSERVATION RESTRICTION**, on approximately 2.2 acres of a 3.9-acre parcel of registered land, more or less, located in the Town of Eastham, County of Barnstable, Commonwealth of Massachusetts, said land being described in Exhibit "A" and shown on Exhibits A-1 and A-2, all of which are attached hereto, said 2.2-acre area of land hereinafter referred to as the "Premises." The Grantors and Grantee, their successors and assigns, are bound by and subject to the terms and conditions of this Conservation Restriction.

Purposes: This Conservation Restriction is defined in and authorized by Sections 31-33 of Chapter 184 of the General Laws and otherwise by law. Its purpose is to assure that the Premises will be retained in perpetuity substantially in its natural, scenic and open condition as set forth herein; and to prevent any use that would materially impair or interfere with the conservation values of the Premises. The conservation of the Premises will yield a significant public benefit because the Premises' protection will advance the following policies and objectives:

WHEREAS, The Massachusetts Endangered Species Act, M.G.L. c. 131A protects rare species and their habitats, and the Massachusetts Natural Heritage and Endangered Species Program ("MNHESP") has designated as Priority Habitats the known geographical extent of habitat for state-listed rare plant and animal species; and,

WHEREAS, in 2010, the Massachusetts Department of Fish and Game and The Nature Conservancy's Massachusetts Program published a report entitled *BioMap2: Preserving the Diversity of Massachusetts in a Changing World*, which identified Core Habitat areas "critical for the long-term persistence of rare species and other Species of Conservation Concern, as well as a wide diversity of natural communities and intact ecosystems across the Commonwealth;" and identified Critical Natural Landscape areas that complement Core Habitat areas; and,

WHEREAS, in 1978 the National Park Service (NPS) of the United States Department of the Interior approved a "Statement for Management for Cape Cod National Seashore," in which the following management objective was approved: "to assure perpetuation and compatible use of Seashore resources through cooperative regional planning and management with local communities and other government agencies to achieve environmentally compatible development and use of non-federal lands inside and outside the Seashore boundary (p.36, underlining added); and, in 1989 issued a *Land Protection Plan* wherein it identified and prioritized for protection, among others, undeveloped non-NPS properties within the CCNS, in order to assure that existing uses will be continued and that scenic and environmental values will be protected; and, in 1990 recommended a revised "Statement for Management" which identified a major management issue as being, "The protection of Seashore resources from adverse effects of adjacent private and municipal developments (p.37); and,

WHEREAS, in 1998, the NPS approved a *General Management Plan* for the Cape Cod National Seashore which provided in the section of the Plan headed 'Nonfederal Lands within the National Seashore,' a goal to "preserve the qualities of the human environment on the Outer Cape, and prevent resource degradation that often results from inappropriate land uses" (p.85), and that a "primary means to protect sensitive resources and lands within the national seashore will be to encourage compatible development practices" and to use a full range of acquisition techniques (p.86); and,

WHEREAS, in July 1991 the Barnstable Assembly of Delegates, pursuant to the Cape Cod Commission Act (Chapter 716 of the Acts of 1989), adopted a *Regional Policy Plan*, amended in 1996, 2002 and 2009, which provided, *inter alia* (references are to the 2009 Plan):

- Wetlands Goal to "preserve and restore the quality and quantity of inland and coastal wetlands and its buffers on Cape Cod" (WET1);
- Wildlife and Plant Habitat Goal to "prevent loss or degradation of critical wildlife and plant habitat...and to maintain existing populations and species diversity" (WPH1); stating that "renewed commitment to protect the most ecologically sensitive undeveloped lands through land acquisition and other permanent conservation measures is also warranted;"
- Open Space and Recreation Goal to "preserve and enhance the availability of open space that provides wildlife habitat...and protects the region's natural resources and character" (OS1) with a recommended Town Action of working with "local land conservation organizations to identify, acquire by fee simple or conservation restriction, and manage open space to meet projected community needs. Priority should be given to the protection of significant natural and fragile areas as identified on the Cape Cod Significant Natural Resource Areas map;" and,

WHEREAS, the *Regional Policy Plan* includes a Significant Natural Resources Areas Map, which shows, among other things, rare species habitat, priority natural communities, wetlands, and critical upland areas; and,

WHEREAS, the Town of Eastham Historical Commission has identified 16 scenic roads in town, including Nauset Road; and, said Commission has inventoried 100 historic structures in town, including the c.1750 Solomon Doane Home at 855 Nauset Road;

WHEREAS, in 2007, the Town of Eastham developed an *Open Space and Recreation Plan (OSRP)*, which identified the town's natural resource needs and established goals, objectives and action plans, including the following:

- "Outside of the Town's Historic Districts, there is little protection afforded historic properties in Eastham...threats include...new development in close proximity to historic properties."
- Goal 1: In order to preserve and enhance the availability of open space in Eastham and provide wildlife habitat recreation opportunities and protect the natural resources, scenery, groundwater quality, air quality and community character of Eastham and in order to manage population growth and congestion Eastham shall protect 50% of its remaining developable land as of 1996 as open space;
- Goal 8: To preserve and restore the quality and quantity of inland and coastal wetlands in Eastham; and,
Goal 9: To prevent loss or degradation of critical wildlife and plant habitat, to minimize the impact of new development on wildlife and plant habitat, and to maintain existing populations and species diversity, stating that the best way to achieve this goal can be summed up in two words 'open space;' and,

WHEREAS, in 2015, the Town of Eastham developed an update to the *OSRP*, which further identified the town's natural resource goals, objectives and action plans, including an action plan of continuing to work cooperatively with local non-profit land trusts, state & federal programs to identify, acquire, & manage open space and conservation restrictions; and,

WHEREAS, the Town of Eastham has adopted a *Conservation Restriction Program*, consisting of policies and guidelines approved by the Board of Selectmen, Assessors and Conservation Commission in 1990, which encourages the use of conservation restrictions in perpetuity as a means of "protecting water resources and clean air, preserving open space, forest lands, and natural habitat of fish, wildlife or plants and providing scenic enjoyment, outdoor recreation and education of the public;" and which further specified that purposes of a conservation restriction could include the following:

- to prevent the cutting of trees or forests;
- to preserve important natural habitats;
- to limit or prevent construction on land of natural resource value; and

WHEREAS, preservation of the Premises satisfies each of these objectives enumerated above because the Premises:

1. is comprised of wooded upland, and provides an important natural buffer to close by freshwater wetlands and vernal pool;
2. is bordered on three sides by protected lands of the Cape Cod National Seashore, and connects via those lands to additional lands and a vernal pool protected with perpetual conservation restrictions;
3. is 100% within an MNHESP Priority Habitat area;
4. is 100% within an MNHESP BioMap2 Core Habitat area for Species of Special Concern, and 100% within a Critical Natural Landscape area;
5. is 100% within Cape Cod Commission's *Significant Natural Resource Area*;

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6. includes the historic setting of the c.1750 Solomon Doane farmstead and home, and will preserve 500 feet of greenbelt on Nauset Road, a town-identified public scenic road; and,
7. is a substantial contributing element to the overall scenic character of the area by maintaining the land predominantly in its natural condition; and,

WHEREAS, accordingly, the Premises possess significant open, natural, and scenic values (collectively, "conservation values") of great importance to the Grantee and the people of Eastham and the Commonwealth of Massachusetts; and,

WHEREAS, accordingly, the Premises constitutes a significant natural area which qualifies as a "...relatively natural habitat of wildlife, or plants, or similar ecosystem," and protection of the Premises will meet the requirements of Section 170(h)(4)(A)(ii) of the Code; and,

WHEREAS, accordingly, protection of the Premises will preserve open space pursuant to clearly delineated Federal, State and local government policies and will yield a significant public benefit, and will therefore meet the requirements of Section 170(h)(4)(A)(iii)(II) of the Code; and,

WHEREAS, the Town of Eastham has in recent years come under increasing pressure for development, and such development can destroy or otherwise severely impact the open character, natural resources, and scenic beauty of the area; and,

WHEREAS, the Grantee is a publicly-supported, tax-exempt non-profit organization whose primary purpose is to preserve and conserve natural areas for aesthetic, scientific and educational purposes; and is qualified to hold conservation restrictions in perpetuity, and has received a letter from the Internal Revenue Service, dated August 14, 2009, a copy of which is on file at the offices of the Grantee, to the effect that said Grantee is not a private foundation within the meaning of Section 509(a) of the Code; and,

WHEREAS, the Grantors intend, as owners of the Premises, to convey to the Grantee the right to preserve and protect the above-mentioned conservation values of the Premises in perpetuity, by retaining the Premises predominantly in their natural, scenic or open condition; and,

WHEREAS, the Grantee agrees by accepting this grant to honor the intentions of the Grantors stated herein and to preserve and protect in perpetuity the above-mentioned Conservation Values of the Premises for the benefit of this generation and the generations to come.

NOW, THEREFORE, in consideration of the above and the mutual covenants, terms, conditions, and restrictions contained herein, the Grantors and the Grantee voluntarily agree that the CONSERVATION RESTRICTION described herein is an appropriate means to achieve the community's open space goals and objectives and to protect and enhance natural and scenic values of Cape Cod.

DEFINITIONS:

PREMISES: The Premises subject to this Conservation Restriction is comprised of

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approximately 2.2 acres, shown as Restricted Area #1 and Restricted Area #2 on Exhibits A-1 and A-2.

BUILDING ENVELOPE: shall mean the approximately 1.7 acres adjacent to the Premises, as shown on Exhibits A-1 and A-2. The Building Envelope is not part of nor is it subject to the terms of this Conservation Restriction.

The terms of this Conservation Restriction are as follows:

A. Prohibited Uses. Except as set forth herein, neither the Grantors nor their successors or assigns will perform or permit others to perform the following acts or uses, which are prohibited on, above and below the Premises:

1. Construction or placing or allowing to remain any temporary or permanent building, structure, facility or improvement, including but not limited to any dwelling unit or habitable living space, tennis court, landing strip, mobile home, swimming pool, asphalt or concrete pavement, antenna, tower, windmill, solar array, water tower, water storage tank, well, or other structure or facility on, under or above the Premises;
2. Mining, excavating, or removing of soil, loam, peat, gravel, sand, rock or other mineral resource or natural deposit from the Premises;
3. Placing, filling, storing or dumping of soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, tree cuttings generated off-site, waste or other substance or material whatsoever;
4. Cutting, removing or otherwise destroying trees, grasses or other vegetation;
5. Activities detrimental to drainage, water or soil conservation, erosion control or the quality of surface or ground water;
6. Any commercial recreation, commercial agriculture, or business or industrial use; any animal husbandry or animal paddocking or stables, paddocks, grazing areas or enclosures and the storage or dumping of manure or other animal wastes;
7. Hunting or trapping;
8. Any use inconsistent with conservation;
9. The use, parking or storage of motorcycles, motorized trail bikes, snowmobiles and all other motor vehicles, except as necessary by police, firemen or other governmental agencies in carrying out their lawful duties;
10. Conveyance of a part or portion of the Premises alone, or division or subdivision of the Premises (as compared to conveyance of the Premises in its entirety which shall be permitted), it being the intent to keep the Premises in single ownership;

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11. Except as set forth herein and as permitted under Section B.10 herein, all development rights in the Premises are terminated and extinguished by this Conservation Restriction; and the Premises may not be used for the purpose of calculating the amount of Grantors' or any other land available for additional subdivision or calculating the building requirements on this or any other land owned by the Grantors or any other person; and,
12. Any other use of the Premises, which will materially impair its conservation values or purposes.

B. Reserved Rights. The following uses and activities are permitted, but only if such uses and activities do not materially impair the purposes or conservation values of this Conservation Restriction:

1. The right to install temporary and permanent boundary monuments delineating the Premises; and the right to erect and maintain small signs with respect to hunting, trespass, identity of Grantors and Grantee, the protected conservation values, and similar signs, so long as such signage is consistent with the purposes of this Conservation Restriction;
2. With Grantee's prior approval, the right to erect and maintain open-faced (i.e., sight-pervious) fences, such as wooden split rail, for property boundary delineation and to delineate the Premises from the Building Envelope, so long as the dimensions and design of said fences do not impede free wildlife passage;
3. In accordance with best silvicultural management practices, the right to control and remove invasive species in a manner designed to affect the targeted species and to avoid damage to the non-target species and water quality including the right to control poison ivy and other potentially hurtful plant life and other species that threaten indigenous species anywhere within the Premises, so long as surrounding vegetation is not substantially disturbed;
4. The right to collect dead or downed timber (for personal consumption only) for firewood, and the right to cut live timber only as follows: in consultation with Grantee, one cord per year for firewood for personal consumption only; as necessary to control or prevent an identified disease, infestation or other hazard to the health of the trees; for storm clean-up; for trail creation and maintenance; and for safety reasons to prevent injury to persons or damage to property;
5. The right, in conjunction with Paragraphs I.B. 3 and 4, to store timber or vegetative debris originating on the Premises;
6. The right to conduct archaeological activities, including without limitation archaeological research, surveys, excavation and artifact retrieval, but only (a) after written notification to and approval by Grantee, and (b) in accordance with an archaeological field investigation plan prepared by or on behalf of the Grantors and approved in advance of such activity, in writing, by the MHC State Archaeologist as required by Massachusetts General Laws. A copy of the results of any scientific investigation on the Premises is to

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be provided to the Grantee. Plans for restoration of the site of any archaeological activity shall be submitted to the Grantee in advance of restoration, and such restoration shall be conducted only in accordance with a plan approved by the Grantee;

7. Activities detrimental to archeological and historic resources, including but not limited to earth moving and the alteration of historic stone walls/cellar holes/features, shall not be deemed to be detrimental to archeological and historic resources if a description of the proposed activity and its location is submitted in writing (e.g., on a Project Notification Form) with a plan of land (or assessors map) and a USGS map with the Premises outlined thereon, to Massachusetts Historic Commission ("MHC") and MHC issues a letter stating that the proposed activity is not within a resource area or is determined to not have an adverse effect on said resources. Grantors and Grantee shall make every reasonable effort to prohibit any person from conducting archaeological field investigation on the Premises, including metal detecting, digging, or artifact collecting, without approval of the MHC State Archaeologist (or appropriate successor official), and shall promptly report any such prohibited activity to the MHC State Archaeologist (or appropriate successor official). Grantors and Grantee shall include the prohibition against digging, artifact The right to convey the Premises in its entirety;
8. The right to use and maintain existing trails and the right, in consultation with Grantee, to create additional trails; and the right to use said trails for personal recreational use such as walking, hiking, and snow-shoeing. Any existing and future trails shall consist of pervious materials only;
9. With Grantee's prior written permission, measures designed to restore native biotic communities, or to maintain, enhance or restore wildlife, wildlife habitat, or rare or endangered species;
10. With Grantee's prior written permission, and subject to zoning constraints, the right to divide and convey portions of the property to a public or non-profit conservation agency or organization, subject to this Conservation Restriction;
11. As the Premises comprises only a portion of the 3.9-acre residential lot located at 855 Nauset Road, the Premises may be used as necessary to comply with the residential zoning (and Board of Health requirements) for one single family residence and accessory structures within the Building Envelope area of this 3.9-acre lot;
12. Use, maintenance, repair, and replacement of existing utility lines or installation of proposed utility lines, including water and sewer, to serve the structure(s) located within the Building Envelope; to the extent practicable, location of said lines shall not disturb extensive areas of vegetation on the Premises. Grantors have the right to build and maintain a well and a septic system, of a size limited to serving no greater than four (4) bedrooms, provided, such well and/or septic system specifically is built and maintained only to serve the structure(s) within the Building Envelope; and provided further a qualified engineer or local regulatory authority determines that any portion of said well and/or septic system cannot be sited within the Building Envelope, owing to soil or

hydrogeological conditions, or State or local regulations and so certifies said opinion in writing to the Grantors, then that portion may be located in the Premises; and provided further that any such work shall seek to minimize disturbance within the Premises and that upon completion of any site work performed in conjunction with said rights, any disturbed areas shall be restored substantially to match the conditions with respect to soil material, grade, and vegetated ground cover that existed prior to said work;

13. Any work undertaken in conjunction with the reserved rights mentioned above in this Section I.B. shall seek to minimize disturbance within the Premises. Upon completion of any site work performed in conjunction with this Section I.B., any disturbed areas shall be restored substantially to match the conditions with respect to soil material, grade, and vegetated ground cover that existed prior to said work.

The exercise of any right or obligation reserved by the Grantors under this Section B shall be in compliance with all permitting requirements, the then-current Zoning By-Laws of the Town of Eastham, and all other applicable federal, state and local law. The inclusion of any reserved right in this Section B requiring a permit from a public agency does not imply that the Grantee or the Commonwealth takes any position on whether such permit should be issued.

C. Notice and Approval. Whenever notice to or approval by the Grantee is required under the provisions herein, the Grantors shall notify the Grantee in writing, by a method requiring receipt, not less than sixty (60) days prior to the date the Grantors intend to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable and any other material aspect of the proposed activity in sufficient detail to permit the Grantee to make an informed judgment as to its consistency with the purposes and performance standards of this Conservation Restriction. Where the Grantee's approval is required, the Grantee shall grant or withhold its approval in writing within sixty days (60) days of receipt of the Grantors' written request therefore. Failure of Grantee to deliver a written response to Grantors in accordance with the prescribed timeframe shall be deemed to constitute written approval by Grantee of any request submitted for approval that is not contrary to the express restrictions hereof and that will not materially impair the purposes of this Conservation Restriction, provided that Grantors' request sets forth in substance the provisions of this section relating to deemed approval after the passage of time.

D. Extinguishment. If circumstances arise in the future such as to render the purpose of this Conservation Restriction impossible to accomplish, this Conservation Restriction can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction, and after review by the Massachusetts Secretary of Energy and Environmental Affairs. If any change in conditions ever gives rise to extinguishment or other release of the Conservation Restriction under applicable law, then the Grantee, on a subsequent sale, exchange or involuntary conversion of the Premises, shall be entitled to a portion of the proceeds in accordance with Section D.1 below, subject, however, to any applicable law that expressly provides for a different disposition of the proceeds or to the terms of any gift, grant, or funding requirements. The Grantee shall use its share of the proceeds in a manner consistent with the conservation purposes set forth herein.

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D.1. Proceeds. The Grantors and the Grantee agree that donation of this Conservation Restriction gives rise to a real property right, immediately vested in the Grantee, with a fair market value that is at least equal to the proportionate value that this Conservation Restriction, determined at the time of the gift, bears to the value of the entire property as unencumbered at that time. For the purposes of this Section, the ratio of the value of this Conservation Restriction to that value of the Premises unencumbered by this Conservation Restriction shall remain constant. To establish this proportionate value, Grantors shall provide Grantee with a complete copy of any qualified appraisal performed for Grantors (at the time of donation of this Conservation Restriction).

D.2. Grantors/Grantee Cooperation Regarding Public Action. Whenever all or part of the Premises or any interest therein is taken by public authority under power of eminent domain or other act of public authority, then the Grantors and the Grantee shall cooperate in recovering the full value of all direct and consequential damages resulting from such action. All related expenses incurred by the Grantors and the Grantee under this Section shall first be paid out of any recovered proceeds, and the remaining proceeds shall be distributed between the Grantors and the Grantee in shares equal to such proportionate value, as noted in Section D.1, above, subject to the terms of any gift, grant or funding requirements. The Grantee shall use its share of the proceeds in a manner consistent with the purposes of this grant.

E. Access. The Conservation Restriction hereby conveyed does not grant to the Grantee, to the public generally, or to any other person any right to enter upon the Premises, except as follows: the Grantee and its representatives are granted the right to enter the Premises (a) after reasonable notification, at reasonable times and in a reasonable manner for the purpose of inspecting the same to determine compliance with the provisions of this Conservation Restriction; and (b) after thirty (30) days prior written notice, to take any and all actions with respect to the Premises as may be necessary or appropriate, with or without order of court, to remedy, abate or enforce any violation hereof unless the Grantors have prior to the expiration of said thirty (30) days given written notice to the Grantee reasonably addressing all alleged violations and setting forth a reasonable plan to remedy any such alleged violation and has made reasonable efforts to cease the activity or to begin remediation.

F. Legal Remedies of the Grantee. The rights hereby granted shall include the right to enforce this Conservation Restriction by appropriate legal proceedings and to obtain injunctive and other equitable relief against any violations, including without limitation relief requiring restoration of the Premises to its condition at the time of this grant (it being agreed that the Grantee shall have no adequate remedy at law), and shall be in addition to, and not in limitation of, any other rights and remedies available to the Grantee. Prior to instituting litigation to enforce any violations of this Conservation Restriction, however, the Grantee shall first notify the Grantors and request the Grantors to remedy the violation; if the violation is not remedied within sixty (60) days, then the parties shall make a good faith effort to mediate the dispute before litigation is commenced, provided the Grantors have ceased the violative activity and is making good faith efforts to remedy the violation.

Grantee shall not, however, have the right to bring an action against Grantors with respect to a violation of this Conservation Restriction by trespassers or other third persons whose entry on

the Property is not authorized or voluntarily acquiesced in by Grantors; Grantors agree that Grantors will not voluntarily acquiesce in any violation of this Conservation Restriction by trespassers or such other third persons; and Grantors further agree that, at the request of Grantee, Grantors will make reasonable efforts to deter such activities and to remedy the violation and will cooperate with Grantee to enforce this Conservation Restriction against trespassers and such other third persons.

In the event of a dispute over the boundaries of the Premises, the Grantors shall pay for a survey and permanent boundary markers delineating the Premises.

The Grantors, their successors and assigns, agree to reimburse the Grantee for all reasonable costs and expenses (including without limitation reasonable attorney's fees) incurred in enforcing this Conservation Restriction or in taking reasonable measures to remedy or abate any violation thereof. The Grantors, their successors and assigns shall each be liable under this Section for only such violations of this Conservation Restriction as may exist during their respective periods of ownership of the Premises, and any new owner may be held responsible for any violations existing during his or her ownership.

By its acceptance, the Grantee does not undertake any liability or obligation relating to the condition of the Premises, including with respect to compliance with hazardous materials or other environmental laws and regulations, or for acts not caused by the Grantee or its agents.

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

G. Acts Beyond Grantors' Control. Nothing contained in this Conservation Restriction shall be construed to entitle the Grantee to bring any action against the Grantors, for any injury to or change in the Premises resulting from causes beyond the Grantors' control, including, but not limited to, fire, flood, storm, natural erosion, or from any prudent action taken by the Grantors, under emergency conditions to prevent, abate, or mitigate significant injury to the Premises resulting from such causes. Grantors and Grantee agree that in the event of damage to the Property from acts beyond Grantors' control, that if Grantors and Grantee mutually agree that it is desirable that the Property be restored, Grantors and Grantee will cooperate in attempting to restore the Property if feasible. Notwithstanding the foregoing, nothing herein shall preclude Grantors' and Grantee's rights to pursue any third party for damages to the Premises from vandalism, trespass, or any other violation of the terms of this Conservation Restriction.

H. Duration and Assignability. The burdens of this Conservation Restriction shall run with the Premises in PERPETUITY and shall be enforceable against the Grantors, their successors and assigns holding any interest in the Premises. The Grantee is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Conservation Restriction; and the Grantors on behalf of their successors and assigns, appoint the Grantee as their attorney-in-fact to execute, acknowledge and deliver any such instruments on their behalf. Without limiting the foregoing, the Grantors and their successors and assigns agree themselves to

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execute any such instrument upon request.

The benefits of this Conservation Restriction shall run to the Grantee, shall be in gross and shall not be assignable by the Grantee, except in the following instances from time to time:

1. as a condition of any assignment, the Grantee requires that the purpose of this Conservation Restriction continue to be carried out,
2. the assignee, at the time of assignment, qualifies under Section 170(h) of the Internal Revenue Code of 1986, as amended, and applicable regulations thereunder, and under Section 32 of Chapter 184 of the General Laws as a donee eligible to receive this Conservation Restriction directly; and,
3. the Grantee complies with the provisions required by Article 97 of the amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

I. Subsequent Transfers. The Grantors agree to incorporate by reference the terms of this Conservation Restriction in any deed or other recordable legal instrument by which Grantors convey any interest in all or a portion of the Premises, including, without limitation, a leasehold interest. Grantors further agree to give written notice to the Grantee of the transfer of any interest at least twenty (20) days prior to the date of such transfer. Failure of the Grantors to do either shall not impair the validity of this Conservation Restriction or limit its enforceability in any way.

J. Termination of Rights and Obligations. Notwithstanding anything to the contrary contained herein, the rights and obligations under this Conservation Restriction of any party holding an interest in the Premises terminate upon transfer of that party's interest, except that liability for acts or omissions occurring prior to the transfer, and liability for the transfer itself if the transfer is a violation of this Conservation Restriction, shall survive the transfer.

K. Estoppel Certificates. Upon request by the Grantors, the Grantee shall, upon thirty (30) days notice, execute and deliver to the Grantors any document, including an estoppel certificate, which certifies the Grantors' compliance with any obligation of the Grantors contained in this Conservation Restriction, and which otherwise evidences the status of this Conservation Restriction as may be requested by the Grantors.

L. Amendment. If circumstances arise under which an amendment to or modification of this CR would be appropriate, Grantors and the Grantee may by mutual consent amend in writing the applicable term or provision hereof provided that the amendment complies with the applicable requirements of Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, Massachusetts General Law, Ch. 184, sec. 31-33, or any successors thereto, and provided that any such amendment, together with any approvals necessary to its effectiveness, including that of the Massachusetts Secretary of Energy and Environmental Affairs, shall be recorded with the Barnstable Land Court Registry. Any amendment shall be consistent with the purposes of this Conservation Restriction, shall not diminish the conservation values of the Premises and shall not affect its perpetual duration.

In addition, the Grantee shall not consider any amendment to this Conservation Restriction

UNLESS all of the following conditions are met:

1. The minimum amount of amendment, as to terms, land area or structural dimensions, activity, or level of use, is proposed to accommodate the proposal;
2. Whenever possible, mitigation measures of like kind be proposed and the substitution be more advantageous to the cause of conservation;
3. There will be a net gain to conservation values offered through mitigation to the affected parcel or its immediate vicinity; and,
4. Cash values of items or areas proposed for release, amendment or mitigation may be disregarded by Grantee in the equation to determine net gain to conservation values; and
5. The then-Grantors agree to pay all costs involved in the amendment process.

M. Non-Merger: The parties intend that the doctrine of merger shall not apply to this conveyance, and that no transfer of Grantors' or Grantee's interest in the Premises and no acquisition of any additional interest in the Premises by Grantors or Grantee shall cause this Conservation Restriction to merge with the fee or have the effect of causing any of the terms hereof to be rendered unenforceable by reason of the so-called doctrine of merger. No deed shall be effective until this Conservation Restriction has been assigned to a non-fee owner or other action taken to avoid a merger and preserve the ability to enforce the terms of this Conservation Restriction by a non-fee owner. It is the intent of the parties that the Premises will be subject to the terms of this Conservation Restriction in perpetuity.

N. Miscellaneous Provisions

1. Controlling Law. The interpretation and performance of this Conservation Restriction shall be governed by the laws of the Commonwealth of Massachusetts.
2. Construction. Any general rule of construction to the contrary notwithstanding, this Conservation Restriction shall be liberally construed in favor of its purposes. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purposes of this Conservation Restriction that would render the provision valid shall be favored over any interpretation that would render it invalid.
3. Severability. If any provision of this Conservation Restriction shall to any extent be held invalid, the remainder shall not be affected.
4. Entire Agreement. This obligation sets forth the entire agreement of the parties with respect to the Conservation Restriction and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Conservation Restriction, all of which are merged herein.
5. Joint Obligation. The obligations imposed by this Conservation Restriction upon the parties that together comprise "Grantors" shall be joint and several.
6. Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

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O. Effective Date. Grantors and Grantee intend that the restrictions arising hereunder take effect on the day and year this Conservation Restriction is recorded in the official records of the Barnstable Land Court Registry, after all signatures required by Section 32, Chapter 184 of the General Laws of Massachusetts have been affixed hereto. This document shall be recorded in a timely manner upon execution by all parties.

P. Homestead. Grantors occupy a principal residence abutting the Premises, and release and subordinate their Homestead rights as they pertain to this Conservation Restriction.

No documentary stamps are required as this Conservation Restriction is a gift.

Attached hereto and incorporated herein are the following:

Signatures:

Grantors – Joanna W. Stevens and Aimee J. Eckman
Grantee - The Compact of Cape Cod Conservation Trusts, Inc.
Town of Eastham Board of Selectmen
Secretary, MA Executive Office of Energy and Environmental Affairs

Exhibits:

A. Legal Description of the Premises

- A-1. CR Bounding Sketch Plan
- A-2. CR Features Sketch Plan

B. Baseline Study

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MAKE EASTING CONSERVATION RESTRICTION
Eastham, MA

Executed under seal this _____ day of _____, 2016.

Grantors:

Joanna W. Stevens

Aimee J. Eckman

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss. _____, 2016

Then personally appeared the above-named Joanna W. Stevens, and proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the document, and acknowledged the foregoing instrument to be her free act and deed, before me.

Mark H. Robinson, Notary Public
My commission expires: 24 July 2020

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss. _____, 2016

Then personally appeared the above-named Aimee J. Eckman, and proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the document, and acknowledged the foregoing instrument to be her free act and deed, before me.

Mark H. Robinson, Notary Public
My commission expires: 24 July 2020

MAKE EASTING CONSERVATION RESTRICTION
Eastham, MA

ACCEPTANCE OF GRANT

At a meeting duly held on _____ 2016, The Compact of Cape Cod Conservation Trusts, Inc. voted to accept the foregoing Conservation Restriction from Joanna W. Stevens and Aimee J. Eckman.

Grantee:

**THE COMPACT OF CAPE COD
CONSERVATION TRUSTS, INC.**

By: _____
Leonard W. Johnson, President

By: _____
Henry Lind, Treasurer

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss. _____, 2016

Then personally appeared the above-named Leonard W. Johnson, President, and Henry Lind, Treasurer, of The Compact of Cape Cod Conservation Trusts, Inc., the corporation named in the foregoing instrument, and proved to me through satisfactory evidence of identification, which was personal knowledge of identity, to be the persons whose names are signed on the document and acknowledged they are duly authorized to act on behalf of said corporation, the seal affixed to said instrument is the corporate seal of said corporation, and foregoing instrument to be the free act and deed of the corporation, before me.

Mark H. Robinson, Notary Public
My commission expires: 24 July 2020

MAKE EASTING CONSERVATION RESTRICTION
Eastham, MA

APPROVAL OF SELECTMEN

At a public meeting duly held on _____, 2016, the Selectmen of the Town of Eastham, Massachusetts voted to approve, pursuant to M.G.L. Chapter 184, Section 32, the foregoing Conservation Restriction from Joanna W. Stevens and Aimee J. Eckman to The Compact of Cape Cod Conservation Trusts, Inc.

TOWN OF EASTHAM
BOARD OF SELECTMEN

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss. _____, 2016.

Then personally appeared the above-named _____, Chairman of the Town of Eastham Board of Selectmen, and proved to me through satisfactory evidence of identification, which was personal knowledge of identity, to be the person whose name is signed on the document and acknowledged the foregoing instrument to be his/her free act and deed on behalf of said Town of Eastham Board of Selectmen, before me.

Notary Public
My commission expires:

MAKE EASTING CONSERVATION RESTRICTION
Eastham, MA

APPROVAL BY SECRETARY OF ENERGY AND ENVIRONMENTAL AFFAIRS
COMMONWEALTH OF MASSACHUSETTS

The undersigned, Secretary of the Executive Office of Energy and Environmental Affairs of the Commonwealth of Massachusetts, hereby certifies that the foregoing Conservation Restriction from Joanna W. Stevens and Aimee J. Eckman to The Compact of Cape Cod Conservation Trusts, Inc. has been approved in the public interest pursuant to M.G.L. Chapter 184, Section 32. Said approval is not to be construed as representing the existence or non-existence of any pre-existing rights of the public, if any, in and to the Premises, and any such pre-existing rights of the public, if any, are not affected by the granting of this Conservation Restriction.

Date: _____, 2016.

Matthew A. Beaton, Secretary
Executive Office of Energy and
Environmental Affairs

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss. _____, 2016.

Then personally appeared the above-named Matthew A. Beaton, Secretary, Executive Office of Energy and Environmental Affairs, and proved to me through satisfactory evidence of identification, which was personal knowledge of identity, to be the person whose name is signed on the document and acknowledged to me that he signed it voluntarily as Secretary of Energy and Environmental Affairs for the Commonwealth of Massachusetts, for its stated purpose.

Notary Public
My commission expires:

MAKE EASTING CONSERVATION RESTRICTION
Eastham, MA

CONSERVATION RESTRICTION
on Land owned by
Joanna W. Stevens and Aimee J. Eckman
in Eastham, Massachusetts

EXHIBIT A

Description of the Premises

The Premises subject to this Conservation Restriction is located in the Town of Eastham, County of Barnstable, Commonwealth of Massachusetts, and comprises approximately 2.2 acres of a 3.9-acre parcel of land, more or less, and is further described as a portion of Land Court Plan 22605B, Lot 1.

The Premises further is identified on a sketch plan entitled "Exhibit A-1. Solomon Doane c. 1750 Farm, Eastham MA, Bounding Sketch of Conservation Restriction with Building Envelope, prepared 25 September 2015 by M.H. Robinson for The Compact of Cape Cod Conservation Trusts, Inc., 36 Red Top Road, Brewster MA", a reduced copy of which sketch plan is attached hereto and recorded herewith as Exhibit A-1. The lines dividing the Conservation Restriction (i.e., the Premises) from the Building Envelope are shown as dashed lines on said sketch plan.

See also Exhibit A-2 attached hereto entitled, "Exhibit A-2. Solomon Doane c. 1750 Farm, Eastham MA, Features Sketch of Conservation Restriction with Building Envelope, prepared 25 September 2015 by M.H. Robinson for The Compact of Cape Cod Conservation Trusts, Inc., 36 Red Top Road, Brewster MA, a reduced copy of which sketch plan is attached hereto and recorded herewith as Exhibit A-2.

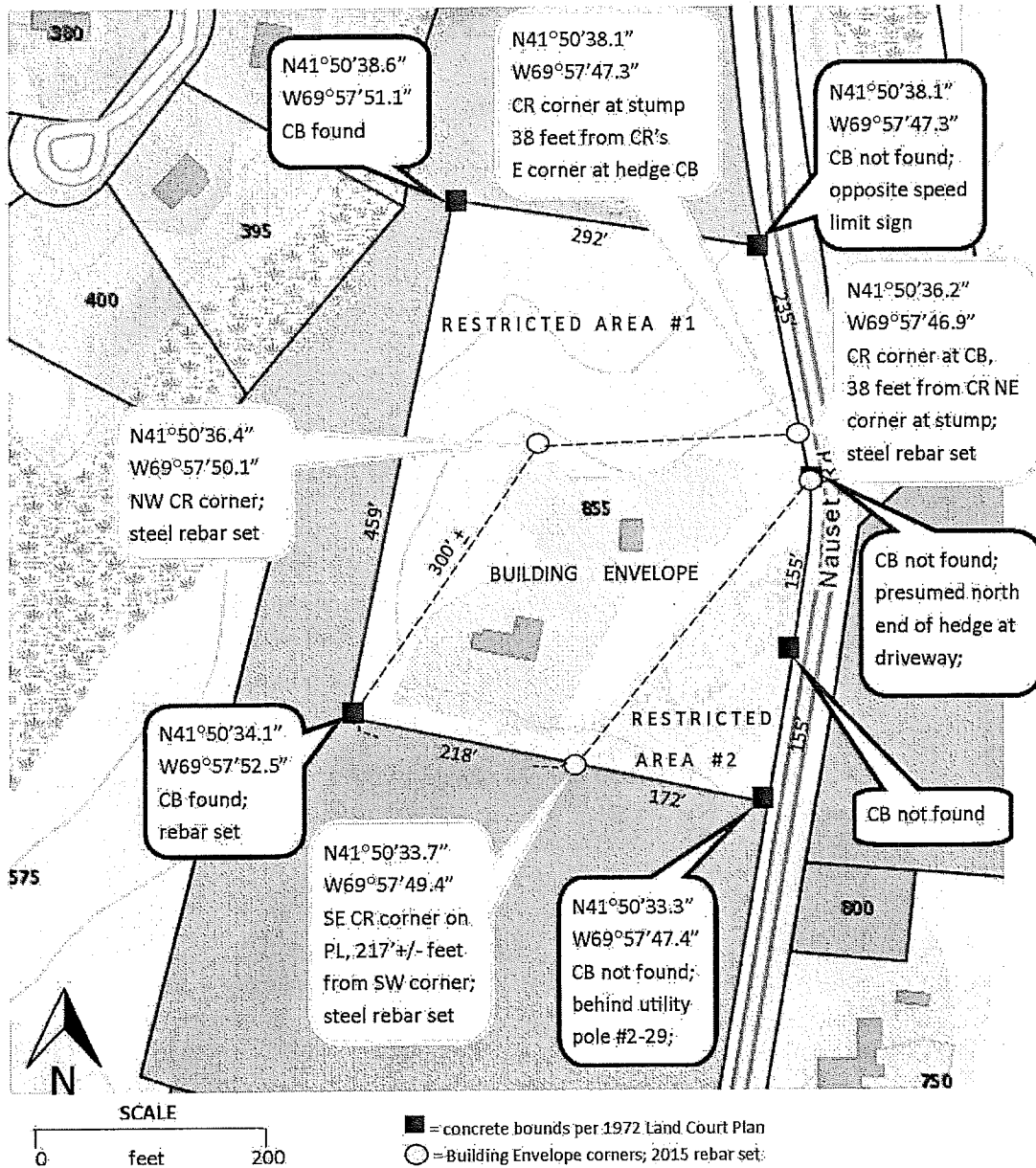
For Grantors' title, see Land Court Certificate No. 206124.

Town of Eastham Assessors Map 12, Parcel 209.

Street Address: 855 Nauset Road, Eastham, MA

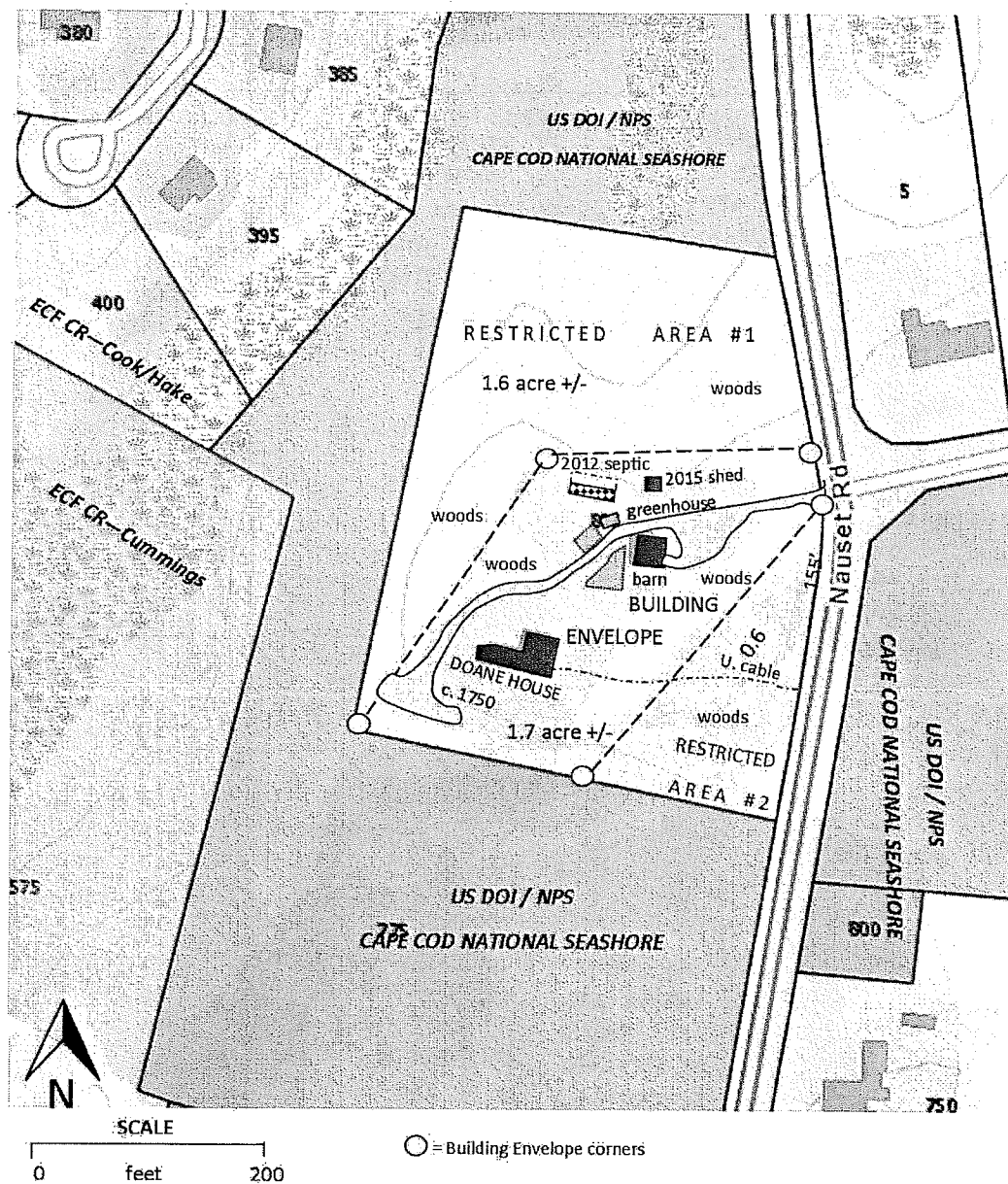
MAKE EASTING CONSERVATION RESTRICTION
Eastham, MA

<p>EXHIBIT A-1.</p> <p>Make Easting Conservation Restriction Eastham MA</p> <p>Bounding Sketch of Conservation Restriction with Building Envelope</p>	<p>Prepared 25 September 2015 by M. H. Robinson for The Compact of Cape Cod Conservation Trusts, Inc., 36 Red Top Road, Brewster MA.</p> <p><i>Base source: Land Court Plan #22605B and MassGIS Oliver and GPS field work</i></p>
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MAKE EASTING CONSERVATION RESTRICTION
Eastham, MA

<p>EXHIBIT A-2.</p> <p>Make Easting Conservation Restriction</p> <p>Eastham MA</p> <p>Features Sketch of Conservation Restriction with Building Envelope</p>	<p>Prepared 25 September 2015 by M. H. Robinson for The Compact of Cape Cod Conservation Trusts, Inc., 36 Red Top Road, Brewster MA</p> <p><i>Base source: Land Court Plan#22605B; MassGIS Oliver, 2012 septic as-built plan; and field work</i></p>
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MUNICIPAL CERTIFICATION

Stevens - Eckman CR
855 Nauset Rd

We, the undersigned Conservation Commission of Eastham MA, the certifier, hereby certify that the proposed conservation restriction is in the public interest in that it:

- Protects State Priority Habitat for rare species
- Preserves 2.2 acres of natural habitat within the Cape Cod National Seashore
- Preserves upland buffer adjoining shrub swamp wetland
- Preserves historic setting of 1750 Doane farm

Date: April 14, 2016

Signed: _____

Thomas Purkin

Shirley A. Tignor

Walter H. Henshaw

Don G. Blue

NOTES:

This certification by the conservation commission may be submitted separately from the application and filed with the submission of the executed conservation restriction, it being recognized that the applicant may want to submit the application with a draft copy of the conservation restriction for review prior to actual submission of the executed document.

Conservation restriction lands which overlap municipal boundaries must be approved and certified by the appropriate officials of both municipalities.

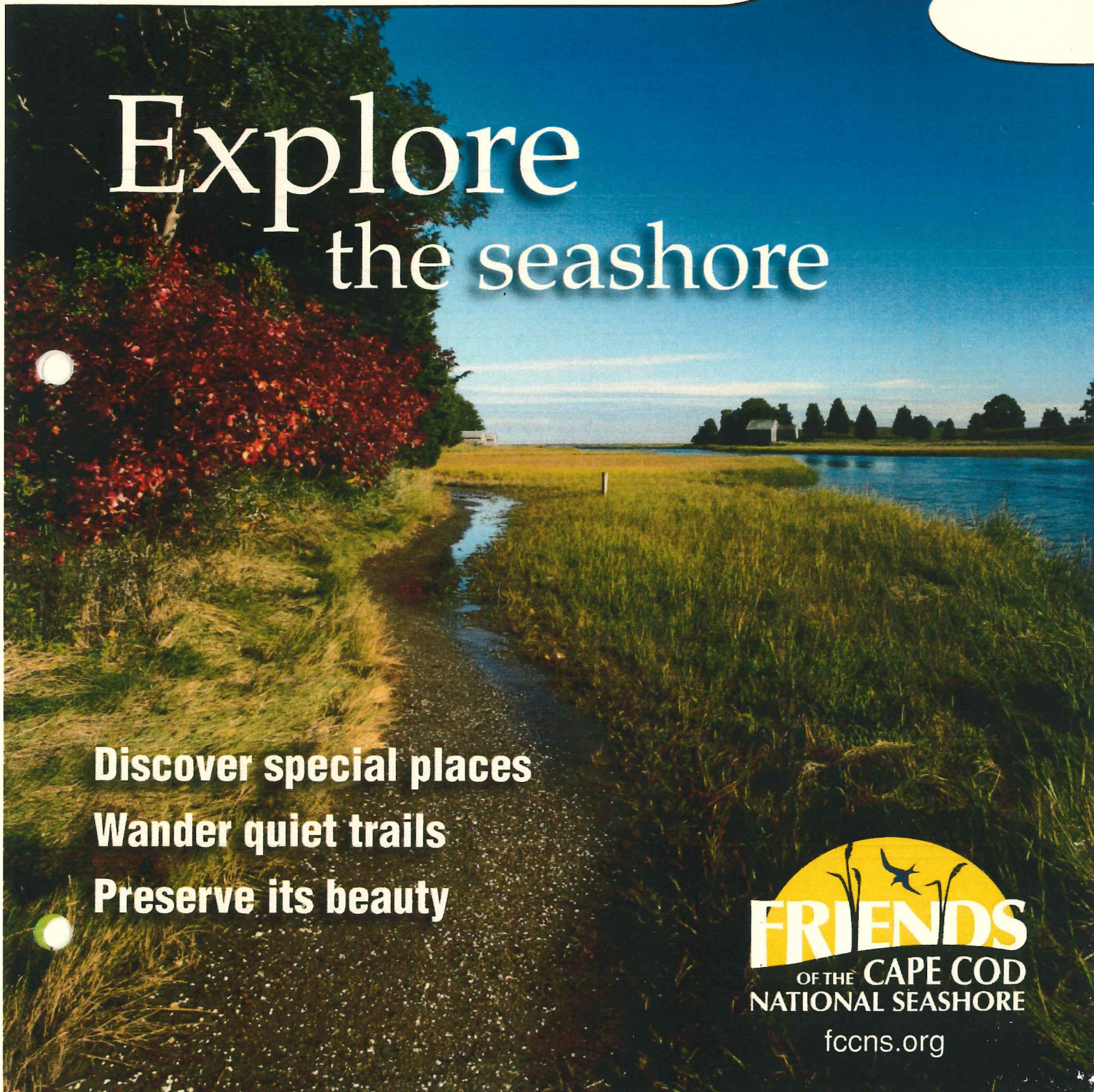
The commissioners' certification should state why the property is significant and why the conservation restriction is important.

SEND TO: Nicole Sicard, EOEEA, 100 Cambridge Street, 9th Floor, Boston MA 02114
with copy to the Selectmen and Applicant.



SUMMER 2014

FRIENDS OF THE CAPE COD
national seashore
magazine



Explore the seashore

Discover special places
Wander quiet trails
Preserve its beauty



FRIENDS
OF THE CAPE COD
NATIONAL SEASHORE

fccns.org

Preserving Private Property from Development

The Cape Cod National Seashore (CCNS) attracts first time and returning visitors every year, lured by the miles of pristine ocean beach, the quiet of its walking trails, and the myriad opportunities to spend time in a place where natural, recreational, and cultural resources abound.

These photos depict scenic vistas preserved in perpetuity through land conservation strategies.

While driving, walking, or biking through the CCNS, visitors are often curious about the houses they see. Who lives in the Seashore? Isn't it all owned by the citizens of the United States through the National Park Service? What's the story?

Unique about the CCNS was that its creation marked the first time that a national park was not the result of donations of privately-owned property or the amassing of large tracts of public land. Instead, Congressional staffers conceived of a partnership that included the federal government, the six towns sharing the seashore, and the families eligible to sell to the seashore but who decided to remain as private homeowners within the new CCNS.

In the fifty years since, some homeowners have sold their properties to the federal government, while others and their descendants remain on that property. As time goes on, the threats to preserving the character of the Seashore has

increased because of the lack of federal funding to buy new properties, the development of trophy homes and increased pressure for new uses.

Compact of Cape Cod Conservation Trusts

Beginning this year, the local non-profit land trusts of the Lower and Outer Cape will lead an effort, funded privately and coordinated by The Compact of Cape Cod Conservation Trusts, to encourage landowners to learn more about the ways and means and tax advantages of preserving part of their land.

There are 600 private property owners who live within the confines of the National Seashore and thousands more along its periphery in Orleans, Eastham, Wellfleet, Truro and Provincetown—all of these homeowners can contribute to the integrity of the natural habitats, scenic beauty, water quality and historical values in and around CCNS.



PHOTOS COURTESY OF THE COMPACT OF CAPE COD CONSERVATION TRUSTS, INC.

Some might be able to sell or donate a portion of their property to the town or local land trust—there are cash and tax incentives to do so. Others might place a rear acre or two under a conservation restriction, protecting the natural woodland. Still others might think to reduce the size of their lawn, or set some land aside for wildlife.

Cumulatively, these small acts of kindness to the native habitat

can make a difference on their own and create encouragement for still more people to consider “living lightly on the land.” ■

For more information, contact:
Mark H. Robinson, Executive Director, The Compact of Cape Cod Conservation Trusts, Inc., P.O. Box 443, Barnstable, MA 02630.
Phone: 508-362-2565, email: mark@thecomcompact.net. Web: www.thecomcompact.net

Quarterly Review of Board of Selectmen Goals

Quarterly Review: January 19, 2016

1. Affordable Housing
 - a. Add task to meet with Stratford Capital Group – William O'Shea advised that a meeting is to be scheduled for next week
 - b. Add task to issue RFP for Purcell – Jacqui Beebe advised that Alice Boyd, Bailey Boyd and Associates and Paul Lagg, Town Planner, are working on the draft RFP now. It will be presented to the Board at a workshop within a month for approval.
2. Municipal Water
 - a. RFP for OPM was done October 14, 2015. Jacqui Beebe advised that we received 4 Proposals for review and decision by Committee
 - b. Water Fees and Regulations – Target is for a public hearing in March 2016. The Board will continue to review at Work Sessions to finalize draft for that hearing.
 - c. Mandatory connections – Jacqui Beebe advised that this is a DEP decision.
3. Hay Road
 - a. Next steps is a public hearing and to put it on the warrant (2 articles) for Town Meeting
 - b. The Public Hearing will be in March
4. Town Revenue
 - a. Have reviewed fees schedules and made some adjustments
 - b. Add rooms tax to the warrant as when Legislation approves, will need a fresh vote
5. Wastewater
 - a. Presentation from Jane Crowley, Health Agent with the Cape Cod Commission on Jan 20, 2016
 - b. Also a presentation from EcoLogic regarding Water Quality
6. Town Facilities and Properties
 - a. Will discuss at a work session
7. Governance
 - a. For Task A - William O'Shea suggested adding Jr. Non Voting members to all committees and he will talk to the superintendent of schools
 - b. For Task B – The Board discussed the process
 - c. For Task D – complete but put it in ongoing

Eastham Selectmen FY 2017 Goals

Goal	Task	Who	When	Completed	Status
1. <u>Affordable Housing</u> : Move forward with more effective use of Town property, namely Purcell and Children's Place, to support policies and programs that will increase the amount of affordable rental and purchase housing for Eastham residents;	A) Attend T Time Presentation	BOS	10/19/15	10/19/15	Complete
	B) Attend legal training on 40B	BOS			Complete
	C) Encourage creative and collaborative solutions to better use town-owned property for housing;				
	D) Ensure that any use of town-owned property is consistent with the Board's Affordable Housing Policy.				
	E) Ensure that any use of town-owned property is consistent with the board's Affordable Housing Policy.				
2. <u>Municipal Water</u> : Ensure the Eastham municipal water projects (Phase 1 and Phase 2) have proper oversight of planning, management and completion that results in the most cost effective and efficient projects;					
	A) Approve RFP for OPM	BOS	10/14/15	11/2/15	Complete
	B) Issue RFP for OPM	Sheila Vanderhoef	11/13/15		Complete
	C) Monthly Project Updates from EVP	BOS	Monthly		In Progress
	D) Acting as the Board of Water Commissioners: i. Adopt fiscally sound and fair regulations for the new system, including fees and management ii. Create a policy regarding any mandatory connection to the system, and for the use of wells for irrigation				
3. <u>Hay Road</u> : Provide necessary leadership and staff support to bring Hay Road access to conclusion in the near-term (to ensure all streets have emergency and storm access this winter) and the long-term (for decisions at 2016 Town Meeting);					
	A) Present Monthly Status to BOS at Monday Meeting	Sheila Vanderhoef	Monthly		In Progress

Eastham Selectmen FY 2017 Goals

	B) Approve article to take Hay Road by Eminent Domain	BOS	11/2/15	11/2/15 Complete	
4. Town Revenue: Ensure the town collects adequate revenue to support the level of services required, without creating an undue hardship for residents.					
	A) Review fees annually, and make necessary adjustments B) Seek legislative authority to create new sources of revenue.				
5. Wastewater: Comply with State and federal Waste Water Management mandates to protect the town's natural environment:					
	A) Update the 2009 Wastewater Plan; B) Participate in the Regional 208 Process and in a plan that meets the WMA requirements.			In Progress	
6. Town Facilities & Property: Review the 5 year capital plan and update to include assessment of the conditions of town buildings and the best use of other town-owned properties.				In Progress	
	A) Conduct site visits of town buildings; B) Develop prioritized list for upgrades and improvements; C) Evaluate and plan for best use of available town-owned parcels of land; D) Direct the Town Administrator to develop a strategic plan to provide adequate IT services to all town buildings, improve access and convenience for residents, and update security measures throughout the organization.				
7. Governance: Improve the overall governance of the town.					
	A) Encourage increased participation in town boards and committees; improve communication with and between town boards and committees through more frequent meetings with the BOS; conduct annual review of board and committee charges to ensure relevance and consistency; B) Meet with Town Moderator to discuss the Town Charter and required reviews of the charter				

Eastham Selectmen

FY 2017 Goals

	C) Collaborate and communicate with the Town Administrator to ensure that agendas, minutes, and board packet materials are providing the board the most useful information to make sound decisions.								
	D) Review & Evaluate Town Counsel								
	E) Improve intergovernmental relations.								

Board of Selectmen Goals
Set: August 19, 2015

- Town owned property utilized for affordable housing
- Review of Recreation Building size versus need
- Fees for Windmill Green events and policy
- BOS to make decisions on items that have been pending such as affordable housing
- Alternative energy for Town – ie LED lights
- Resolve Hay Road access issues for residents impacted
- Reclassification of Rock Harbor
- Water Project
- OPM for Water Project
- Increase participation on committees to those in the 30 to 60 year demographics
- Improve relationship with other Boards of Selectmen
- Complete IT strategic plan
- Increase participation on Boards and Committees
- Review and update Committee Charges
- Wastewater
- Create comprehensive capital plan
- Meeting management – structure of agenda and guidelines for minutes
- Consider consent agenda
- Charter review – Moderator responsible but BOS can provide feedback
- Review of Town Counsel
- Review of Auditors



TOWN OF EASTHAM

2500 Stare Highway, Eastham, MA 02642-2544
All departments 508-240-5900 • Fax 508-240-1291
www.eastham-ma.gov

IV A 1

TO: Board of Selectmen
FROM: Jacqui Beebe *JWB*
RE: License to Construct Wooden Stairs over Crest Avenue
DATE: 5/12/16

There is a high erosion area on the bay side around Thumpertown Beach that was the subject of much controversy in 2010-2011. The dispute began when Crest Avenue, a paper road that was never built as a road but did exist on a subdivision plan, was claimed by a private property owner who wanted to build a rock revetment and a set of stone stairs to the beach. The other owners in the area and the Town of Eastham, who believed they had deeded interests in the land, legally opposed this project, and prevailed. The town was able to prove ownership of the road from a recorded order by the land court in 1958. The abutters filed projects of their own to repair or gain access to the beach. In 2011, several projects went through the conservation commission and were granted orders of conditions. Subsequently, the Town of Eastham, as the owner of Crest Avenue, granted licenses for the landowners to construct stairs, fences, and revetments for erosion control and access to the beach, specifying that they follow the order of conditions.

One property owner, The Beach Association, Inc, had their order of conditions appealed by a private property owner causing a lengthy legal process, ending when the State DEP issued a Superseding Order of Conditions, to allow them to reconstruct a set of wooden stairs that have been on the bank since the 1970's. They are now seeking a license from the town to do this work over Crest Avenue, the paper road that is town property.

The Beach Association has a plan with a legal order of conditions, and is requesting that the Board of Selectmen Issue a license so that this approved work can be completed. I have attached the license, which has been reviewed by counsel, for your review and signature.

LICENSE AGREEMENT

This LICENSE AGREEMENT (hereinafter referred to as the "license") is executed this 16 of May, 2016 by and between the TOWN OF EASTHAM, a Massachusetts municipal corporation, acting by and through its Board of Selectmen (hereinafter referred to as the "TOWN") having an address of Eastham Town Hall, 2500 State Highway, Eastham, Massachusetts, and THE BEACH ASSOCIATION, INC, having a mailing address of P.O. Box 1620, North Eastham, Massachusetts 02651 (hereinafter referred to as "the LICENSEE").

The TOWN is the owner of record of Crest Avenue, by Stipulation of the Land Court dated October 16, 1958, filed with the Barnstable Registry District of the Land Court as Document No. 62050 (hereinafter "the Property").

The LICENSEE is a duly incorporated Massachusetts, non-profit corporation, with a principal place of business located at 145 Maria Road, North Eastham, Massachusetts. The LICENSEE obtained an Order of Conditions from the Eastham Conservation Commission and a Superseding Order of Conditions from the Massachusetts Department of Environmental Protection to construct an elevated wooden stairway across a portion of the Property, which Orders were registered with the Barnstable County Registry District of the Land Court as Document No. 1,291,104 ("the Orders").

The TOWN hereby grants such entry and license to use a portion of the Property to the LICENSEE, subject to the following terms and conditions:

I. USE, PURPOSE, TERM

Entry and use are limited to the portion of the property proposed to be developed with the "Proposed Stairway" (hereinafter referred to as the "Licensed Premises", described and shown on a plan entitled, "Showing Proposed Stairway", by East Cape Engineering, Inc (hereinafter referred to as "the Plan"), which is on file with the Eastham Conservation Commission and is dated July 24, 2012, as well as the portion of the Property extending ten (10') feet on either side of the "Proposed Stairway" to allow room for access during construction, maintenance and repair, all in accordance with the terms and conditions herein.

Entry and use are specifically, but not exclusively, granted to the LICENSEE, its contractors, agents, representatives, employees, invitees, permittees and licensees, solely for the purpose of installing and using a wooden stairway, and for all purposes and uses incidental to the purposes stated herein, including but not limited to, the construction, maintenance, and repair of the stairway and all necessary appurtenances, at its sole cost and expense, provided all improvements are done in accordance with the Plan and Orders, and approved prior to construction by the Conservation Commission.

Such entry and use by the LICENSEE, its contractors, agents, representatives, employees, invitees, permittees, and licensees, shall be exercised from the date of the execution of this license and shall continue until May 1, 2026 and shall be subject to renewal for additional five year terms, as may be granted by the Board of Selectmen, unless sooner terminated in accordance with the provisions of section VIII below. Such entry and use shall be further limited by the provisions of Section VII. The LICENSOR expressly agrees to restore the Premises to its original condition, as nearly as possible, upon the termination of the rights granted hereunder.

II. CONSIDERATION

The consideration for this License shall be a fee of \$1,000, paid to the TOWN at the time of the execution of this License, the payment of all costs and expenses associated with the exercise of the rights granted hereunder, together with the observation and performance by the LICENSEE of all the obligations and covenants set forth within this agreement to the reasonable satisfaction of the TOWN. Renewal fees shall be \$500 unless changed by the Board of selectmen at a public meeting, with notice to the LICENSEE.

III. INSURANCE

The LICENSEE shall maintain during the term of this License public liability insurance, including coverage for bodily injury, wrongful death and property damage, in the minimum amount set forth herein to support the obligations of the LICENSEE under the terms and conditions of this License to indemnify, defend and hold harmless the Town: General Liability: \$1,000,000 per occurrence; Bodily Injury liability \$1,000,000 per occurrence; and Property Damage Liability or a combined single limit of \$2,000,000 annual aggregate limit. The insurance coverage required hereunder shall be placed with insurance companies licensed by the Massachusetts Division of Insurance to do business in the Commonwealth of Massachusetts and have a Best's rating of B+ or better.

Prior to entering upon the Licensed Premises, and thereafter on or before January 1 of each year of the term of this License, LICENSEE shall provide the TOWN with a certificate of insurance in each case indicating the TOWN is an additional insured on the policy and showing compliance with the foregoing provisions. LICENSEE shall require the insurer to give at least thirty (30) days' written notice of termination, reduction or cancellation of the policy to TOWN.

LICENSEE or the LICENSEE'S contractors shall maintain worker's compensation insurance during any construction, maintenance or repair of the Licensed Premises, as required by law. LICENSEE agrees that any contractor performing work on behalf of the LICENSEE at the Licensed Premises shall carry liability insurance in amounts satisfactory to the TOWN, and shall name the TOWN as an additional insured party. Prior to any construction performed by LICENSEE or any contractor on behalf of LICENSEE on the Licensed Premises, LICENSEE shall provide TOWN with a copy of the contractor's insurance certificate indicating liability insurance coverage as herein specified, and copies of any approvals, including any permits, necessary or obtained to conduct said construction.

IV. INDEMNIFICATION

LICENSEE shall indemnify, defend and hold harmless the TOWN from and against any and all claims, demands, suits, actions, costs, judgments, whatsoever, including reasonable attorney's fees and expenses, which may be imposed upon, incurred by, or asserted against the TOWN or its agents, employees, successors and assigns by reason of (a) any failure on the part of LICENSEE to comply with any provision or term required to be performed or complied with by LICENSEE, its agents, employees, contractors, representatives or invitees or under this License, or (b) for the death, injury or property damage suffered by any person on account of or based upon the act, omission, fault, negligence or misconduct of any person whomsoever, other than the TOWN relating in any way, to the LICENSEE'S exercise of its rights under this License.

V. RISK OF LOSS

LICENSEE agrees that it shall use and occupy the Licensed Premises at its own risk, and the TOWN shall not be liable to LICENSEE for any injury or death to persons entering the Premises pursuant to the License,

or loss or damage to vehicles, equipment or other personal property of any nature whatsoever of the LICENSEE, or of anyone claiming by or through LICENSEE, that are brought upon the Licensed Premises pursuant to the License.

VI. CONDITION OF THE PREMISES

LICENSEE acknowledges and agrees that it accepts the Licensed Premises in "AS IS" condition for the purpose of this License, and that the TOWN has made no representation or warranty regarding the fitness of the Licensed Premises.

VII. CONDUCT

The LICENSEE shall procure all necessary permits before undertaking any work on the Licensed Premises. The Proposed Stairway and all related appurtenances shall be constructed by a licensed contractor in a good and workmanlike manner and in accordance with all laws, by-laws, regulations and permits. LICENSEE, and its contractors, employees and agents, shall be responsible, at its sole expense for maintaining the Proposed Stairway in good condition and repair. LICENSEE'S responsibilities shall include the restoration or repair of the Proposed Stairway by LICENSEE, its agents, employees, contractors, invitees and permittees. During the exercise of the rights hereby granted, the LICENSEE shall at all times conduct itself so as not to unreasonably interfere with the operations of the TOWN, and observe and obey applicable laws, statutes, ordinances, regulations and permitting or licensing requirements. The LICENSEE shall at all times comply with (i) plans and specifications (which shall be prepared by and at the expense of the LICENSEE and approved by the TOWN); (ii) all applicable local, state and federal rules, regulations, statutes and by-laws; and (iii) the Orders.

The LICENSEE shall not permit any mechanics' liens or similar liens, to remain upon the Licensed Premises for labor and material furnished to the LICENSEE or claimed to have been furnished to the LICENSEE in connection with work if any character performed or claimed to have been performed at the direction of the LICENSEE and the LICENSEE shall cause any such lien to be released of record forthwith without cost to the TOWN.

The TOWN shall not, under any circumstances, be liable for the payment of any expenses incurred, or for the value of any work done or material furnished to the Licensed Premises or any part thereof, but all such improvements and alterations shall be done and materials and labor furnished at Licensee's expense, and the Laborers and materialmen's furnishing labor and materials for the work shall release the TOWN from any liability.

The provisions of this Section shall survive the expiration or termination of this License.

VIII. TERMINATION and REVOCATION

This License shall be revocable by either party upon written notice of revocation at least thirty (30) days prior to the termination date stated within said notice.

In the event that this License is terminated by revocation of either party pursuant to this section, then the LICENSEE, at its own expense, shall if requested by the Town, remove the Proposed Stairway from the Licensed Premises¹, and restore the Licensed Premises to its original condition as at the commencement of this License, as nearly as possible. This obligation shall survive the termination of this License.

¹ Conditions for restoration shall be established and inspected after completion, by the Conservation Commission, approved by the Board of Selectmen if so ordered.

IX. MODIFICATIONS and AMENDMENTS

Modifications or amendments to this License shall be in writing and duly executed by both parties hereto to be effective.

X. NOTICE

For purposes of this License, the parties shall be deemed duly notified in accordance with the terms and provisions hereof, if written notices are mailed to the following addresses:

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

With a copy to: Kopelman and Paige, P.C.
101 Arch Street
12th Floor
Boston, MA 02110
ATTN: John Giorgio, Esq.

Licensees: The Beach Association, Inc.
P.O. Box 1620
N. Eastham, MA 02651

With a copy to: Sarah Turano-Flores, Esq.
Nutter, McClennen & Fish, LLP
1471 Iyannough Road
P.O. Box 1630
Hyannis, MA 02601

These addresses are subject to change, and the parties hereto agree to inform each other of such changes as soon as practicable.

XI. RIGHTS OF THE TOWN TO ENTER

The TOWN reserves the right and the Licensee shall permit the Town to enter upon and use the Licensed Premises at any time and for any and all purposes at the Town's sole discretion, and the Licensee's use shall not interfere with the Towns' use of the Licensed Premises.

XII. NO ESTATE CREATED

This License shall not be construed as creating or vesting in the LICENSEE any estate in the Licensed Premises, but only the limited right of possession as hereinabove stated.

XIII. EXHIBITS and ATTACHMENTS

Any and all exhibits and attachments referenced herein or attached hereto are duly incorporated within this agreement.

XIV. SURVIVAL of TERMS and PROVISIONS

All appropriate terms and provisions relating to the restoration of the property affected hereby, shall survive the termination of this License.

IN WITNESS WHEREOF, the parties hereto have caused this License Agreement to be executed as a sealed instrument and signed in duplicate by their duly authorized representatives, on the date first indicated above.

TOWN OF EASTHAM
By its Board of Selectmen

Date: _____

Elizabeth Gawron, Chair

John Knight, Vice Chair

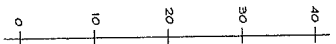
Linda Burt, Clerk

Wallace Adams II

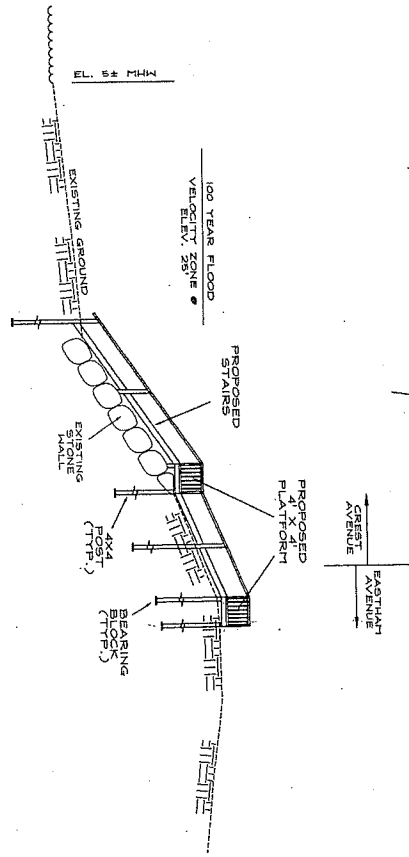
William O'Shea

LICENSEES:
By The Beach Association, Inc

Date: _____



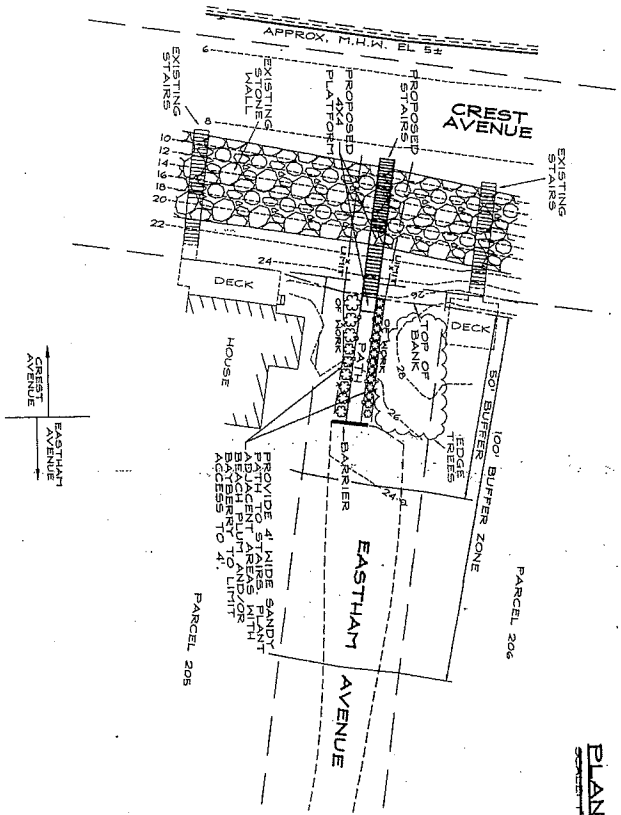
CAPE
GOD
BAY



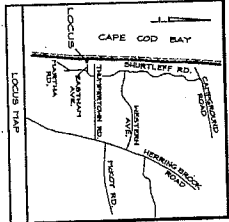
SECTION
SCALE 1"=10'

- NOTES:
1. DATUM IS 1929 N.A.V.D.
 2. STAIRWAY LUMBER TO BE TIMBER-SILVERWOOD OR STANDARD FRUITING LUMBER.
 3. IN ACCORDANCE WITH EASTHAM CONSERVATION COMMISSION POLICY ON LUMBER.
 4. ALL DEBRIS TO BE REMOVED FROM SITE DAILY.

CAPE
GOD
BAY



PLAN
SCALE 1"=10'



SITE PLAN

SHOWING PROPOSED STAIRWAY

EASTHAM AVENUE
CREST AVENUE
EASTHAM, MA

PREPARED FOR:

THE BEACH ASSOCIATION, INC.

C/O ALEXANDER H. PRATT, JR.

P.O. BOX 1220

NORTH EASTHAM, MA 02651

SCALE: AS NOTED

JULY 24, 2013

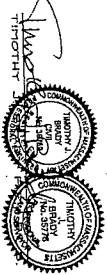
EAST CAPE ENGINEERING INC.

LAND SURVEYORS

44 RTE. 2B ORLEANS, MA.

(508) 258-7120

John W. Pratt
10/19/2013
Tom Beck
cons.com.arrao



7/24/12
DATE

DWG. 12016SPL
JOB# 12-016

May 16, 2016

To: Board of Selectmen

From: Sheila Vanderhoef, Town Administrator

Re: Transient Vendor Permits

Hands on the Arts- June 18 & 19, 2016

SPAT- July 20, 21, 2016

Windmill Weekend- September 10 & 11, 2016

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 as stated below.

Susan Pellowe 175 Glacier Hills Road Eastham, MA 02642 Valid: May 16, 2016- May 16, 2017	Jacqueline A. Pinheiro 530 Old Fall River Road North Dartmouth, MA 02747 Valid: May 16, 2016- May 16, 2017
Tobey Hirsch Brennan 451 Stony Brook Road Brewster, MA 02631 Valid: May 16, 2016- May 16, 2017	Patricia A. Kelly 333 Megan Road Hyannis, MA 02601 Valid: May 16, 2016- May 16, 2017
Thomas Brennan 451 Stony Brook Road Brewster, MA 02631 Valid: May 16, 2016- May 16, 2017	Roxanne Parent 676 So. Shirkshire Road Conway, MA 01341 Valid: May 16, 2016- May 16, 2017
Margaret DeBruin 74 Chestnut St #2 Brookline, MA 02445 Valid: May 16, 2016- May 16, 2017	Hope Schwartz-Leeper 5B Sidney Road Harwich, MA 02645 Valid: May 16, 2016- May 16, 2017
Kathleen Crocker P.O. Box 1486 East Dennis, MA 02641 Valid: May 16, 2016- May 16, 2017	Yvette Monstad 563 Hudson Road Sudbury, MA 01776 Valid: May 16, 2016- May 16, 2017
John Brown 76 Tudor Street Chelsea, MA 02150 Valid: May 16, 2016- May 16, 2017	Audrey P. Vermont P.O. Box 195 Brewster, MA 02631 Valid: May 16, 2016- May 16, 2017

Doris Harrahy P.O. Box 1636 North Eastham, MA 02651 Valid: May 16, 2016- May 16, 2017	Barbara Pelletier P.O. Box 282 North Chatham, MA 02650 Valid: May 16, 2016- May 16, 2017
Sherri Baker 215 Wonderstrand Way Eastham, MA 02642 Valid: May 16, 2016- May 16, 2017	Melanie Cohen 23 West Bacon Street, Ste 13 Plainville, MA 02762 Valid: May 16, 2016- May 16, 2017
Keith Allen 120 Aunt Sophie's Road Brewster, MA 02631 Valid: May 16, 2016- May 16, 2017	Keith Allen 120 Aunt Sophie's Road Brewster, MA 02631 Valid: May 16, 2016- May 16, 2017
Eastham Dog Owner's Association P.O. Box 274 Eastham, MA 02642 Valid: May 16, 2016- May 16, 2017	Jesse Meechling 255 Quail Cover Lane Eastham, MA 02642 Valid: May 16, 2016- May 16, 2017

INFORMATION



TOWN OF EASTHAM

2500 State Highway, Eastham, MA 02642 - 2544
All departments 508 240-5900 Fax 508 240-1291
www.eastham-ma.gov

Approved
5/2/2016
SV

APPLICATION FOR OVERNIGHT CAMPING

Cape Cod & Islands Council, Boy Scouts of America
Name of Group: Troop 150 Date of Event: 8/1/16
(Up to 3 consecutive nights)

Applicant: Michael Riley Phone: 508 362 4322
Address: 247 Willow St Cell: 508 737 6849
Yarmouth Port MA 02675

Brief Description of Event: Overnight camping for Boy Scout Troop
bicycling the outer cape.

Number of Campers/Age 20-24
Supervising Adults: (2 per event required)
Craig Gross
Rob Guillen

Chaperone(s) (1 per 8 campers required)
Craig Clark
Tim Bell

Do you have a permit from the Fire Department for a campfire: Yes X No

Please attach the following:

- ☒ Copy of Insurance Policy listing Town of Eastham as additional insured.
☐ Copy of Campfire permit issued by the Fire Department, if applicable.
Fire Dept. noted date and location. Need to receive permit. Will forward app at that time.

Please Note: NO VEHICLES ARE ALLOWED ON SITE and THERE IS NO DRINKING WATER ON SITE. Please see full policy for details on use.

Michael Riley
Signature of Applicant

4/28/16
Date

SUMMARY OF REGULATIONS FOR USE OF TOWN OWNED LAND FOR OVERNIGHT CAMPING

OVER

Chief Farrenkopf
5/2/2016

Sheila Vanderhaeg
5/2/2016

Any group seeking to use this area must provide to the town an insurance policy with a minimum limit of \$1 million with the town named as an additional insured.

For all camping activities at least two supervising adults will chaperone the group and shall remain on-site at all times. When campers are lead by a supervising adult on a small group exercise, sufficient adults shall be assigned management of campers in the remaining group. At no time shall minors be left unattended on site. A maximum ratio of eight (8) campers per adult is allowed.

There is no drinking water on site. Campers are required to hike in all necessary materials and supplies for the stay.

All camping tents, food, garbage and other supplies shall be removed at the end of the camping event and the area shall be left clean and undamaged.

No vehicles are allowed within the area.

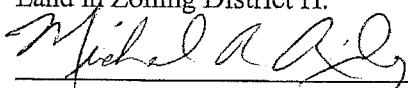
No structures of a permanent or semi-permanent nature shall be constructed and left in the area. Demonstration shelters, rope courses, etc., shall be removed at the end of the camping event.

No trees may be removed from the area. Fallen branches may be gathered for campfire if a campfire permit is issued by the Fire Department and safeguards are in place to reduce the possibility of injury to campers or to the surrounding woodland area.

PLEASE NOTE: This area provides drinking water wells nearby. No camper or group shall damage, defile or otherwise tamper with these wells. Severe penalties shall result, up to and including a permanent loss of privilege for use of the site by the sponsoring group.

These regulations apply to **all** groups and no variances to any part of the regulations shall be granted.

I have obtained and read a full copy of the Regulations For Overnight Camping on Town Owned Land in Zoning District H.



Signature of Applicant



Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/28/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MHBT Inc. 8144 Walnut Hill Lane, 16th Fl Dallas TX 75231	CONTACT NAME:	
	PHONE (A/C, No, Ext): 972-770-1600 FAX (A/C, No): 972-770-1699	
INSURED Boy Scouts of America, National Council and all of its affiliates and subsidiaries including: Cape Cod & Islands Council, Inc. #224 247 Willow St Yarmouth Port MA 02675	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Old Republic Insurance Co.	24147
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 902318861

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			MVZY306938	3/1/2016	3/1/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate holder is named as an additional insured by virtue of a written or oral contract or by the issuance/existence of a permit or certificate of insurance but only with respect to operations by or on behalf of the Insured, or to facilities of, or facilities used by the Insured and then only for the limits of liability specified in such contract for the event specified herein.

For overnight camping on Town owned land in Zoning District H, August 1-2, 2016.

CERTIFICATE HOLDER**CANCELLATION**

Town of Eastham
2500 State Highway
Eastham MA 02642-2544

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Gillespie-Lee, Laurie

From: Michael Riley <Michael.Riley@scouting.org>
Sent: Thursday, April 28, 2016 3:16 PM
To: Gillespie-Lee, Laurie
Subject: RE: Application for Overnight Camping
Attachments: COI 8 1 16.pdf; T150 Eastham 8 1 16.pdf

Hi Laurie,

Many thanks for the help with this! Attached is the application and Certificate of Insurance. Please let me know if you have any questions.

The Fire Department said they would fill out the Campfire Permit for us. I will try to obtain a copy and get it to you when I am in the area.

There is a discrepancy between the Application and Regulations. Page 2 of the application states "No vehicles allowed within the area." The Regulations state: "One vehicle is allowed within the area for the transportation of supplies and may remain at the camp area throughout the time." Can we get that clarified? Of course having the option to bring a vehicle in would be greatly appreciated!

Thanks again,

Mike

Michael R. Riley | Scout Executive
BOY SCOUTS OF AMERICA
Cape Cod & Islands Council, Inc. #224
247 Willow Street
Yarmouth Port MA 02675-1744
P 508.362.4322 | F 508.362.4323 | M 508.737.6849
michael.riley@scouting.org
www.scoutscapecod.org



Prepared. For Life.™

From: Gillespie-Lee, Laurie [<mailto:admin2@eastham-ma.gov>]
Sent: Thursday, April 28, 2016 2:17 PM
To: Michael Riley <Michael.Riley@scouting.org>
Subject: Application for Overnight Camping

Hi,

Attached are the regulations and application for overnight camping. Please return the application to my attention when completed for review and approval.

Thank you,



TOWN OF EASTHAM

2500 State Highway, Eastham, MA 02642 - 2544

All departments 508 240-5900 Fax 508 240-1291

www.eastham-ma.gov

REGULATIONS FOR OVERNIGHT CAMPING ON TOWN OWNED LAND IN ZONING DISTRICT H

Camping shall be permitted on specific Town Owned Land in accordance with regulations promulgated by the Board of Selectmen in accordance with requirements in the Eastham Zoning By Law Section V, adopted May 5, 2010.

Groups representing private non-profits and youth service organizations, including but not limited to Boy Scouts, Girl Scouts, Campfire Girls, and church or education-based youth groups, serving youth within the Nauset Region, may by permit issued by the Board of Selectmen be allowed to camp overnight in the specific area of town owned land located in District H, for not more than three (3) consecutive nights.

Furthermore, any group seeking to use this area must provide to the town an insurance policy with a minimum limit of \$1 million with the town named as an additional insured.

For all camping activities at least two supervising adults will chaperone the group and shall remain on-site at all times. When campers are lead by a supervising adult on a small group exercise, sufficient adults shall be assigned management of campers in the remaining group. At no time shall minors be left unattended on site. A maximum ratio of eight (8) campers per adult is allowed.

It is understood and agreed upon by both parties that **no alcoholic beverages or illegal drugs** of any kind are permitted to be brought on and/or used on the premises at any time.

All camping tents, food, garbage and other supplies shall be removed at the end of the camping event and the area shall be left clean and undamaged. There is no water available on site.

One vehicle is allowed within the area for the transportation of supplies and may remain at the camp area throughout the time.

No structures of a permanent or semi-permanent nature shall be constructed and left in the area. Demonstration shelters, rope courses, etc., shall be removed at the end of the camping event.

No trees may be removed from the area. Fallen branches may be gathered for campfire if a campfire permit is issued by the Fire Department and safeguards are in place to reduce the possibility of injury to campers or to the surrounding woodland area.

This area provides drinking water wells nearby. No camper or group shall damage, defile or otherwise tamper with these wells. Severe penalties shall result, up to and including a permanent loss of privilege for use of the site by the sponsoring group.

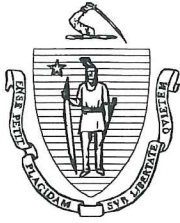
Camping permits shall be issued on a first come, first served basis after submission of a complete application. The applicant, a responsible adult, must be on-site at all times. No camping shall commence without the required insurance certificate in the required amount, being delivered to the town.

No group may apply for, or be granted, a camping permit(s) for more than five (5) events in advance. Permits may be cancelled if any of the regulations governing use of the area are violated.

This is not an exclusive use permit, so an effort shall be made by the Board of Selectmen to ensure equal access to all qualifying groups that apply to use the area. Should the Board need to develop a system to control access, it may include a lottery system.

These regulations apply to **all** groups and no variances to any part of the regulations shall be granted.

Adopted by the Eastham Board of Selectmen at a public meeting held on Wednesday, November 3, 2010.



Commonwealth of Massachusetts
DEPARTMENT OF HOUSING &
COMMUNITY DEVELOPMENT

Charles D. Baker, Governor ♦ Karyn E. Polito, Lt. Governor ♦ Chrystal Komegay, Undersecretary

April 27, 2016

Ms. Elizabeth Gawron
Eastham Board of Selectmen
2500 State Highway
Town Hall
Eastham, Massachusetts 02642

AKA - Roach Property

ADMINISTRATION

4/28/16

RECEIVED

Re: The Meadows, Local Initiative Project, Eastham, MA
Certified Cost and Income Statement

Dear Ms. Gawron:

The Department of Housing and Community Development (DHCD) has received the enclosed Certified Cost and Income Statement submitted by the Project sponsor for The Meadows housing development as required by Section 4 of the Local Initiative Program Regulatory Agreement and Declaration of Restrictive Covenants (Regulatory Agreement) for the development. DHCD has reviewed the Certified Cost and Income Statement and determined that the Project Sponsor is in compliance with the G.L. c.40B limited dividend requirement as set forth in the Regulatory Agreement.

In the original Certified Cost and Income Statement, DHCD found that the market rate commissions exceeded the limit of 6% of the market sales proceeds. The independent auditor subsequently confirmed that the affordable unit commissions were 3% of affordable unit sales, market unit commissions were below 6% and furniture staging in a model home was listed separately. The adjusted figures are found on the Schedule of Total Chapter 40B Costs *with CPA Adjustment*.

Section 4(c) of the Regulatory Agreement provides that prior to DHCD's acceptance of the Certified Cost and Income Statement, the Town of Eastham will have a period of 30 days to have the Certified Cost and Income Statement evaluated for accuracy by an independent auditor applying the same standards as DHCD. DHCD will review any inaccuracies identified by the Town before issuing an acceptance of the Certified Cost and Income Statement.

Please address any comments in writing by May 27, 2016 to:

Catherine Racer, Associate Director
Division of Housing Development
Department of Housing and Community Development
100 Cambridge Street, Suite 300
Boston, Massachusetts 02114

If you have any questions regarding these materials, please feel free to contact Rachel Carlson at 617-573-1303.

Sincerely,

A handwritten signature in black ink, appearing to be 'Catherine Racer', with a long horizontal flourish extending to the right.

Catherine Racer
Associate Director

Enclosures-New Cape Enterprises, LLC-Independent Accountant's Report-May 5, 2015

info



THE COMMONWEALTH OF MASSACHUSETTS OFFICE OF THE ATTORNEY GENERAL

ONE ASHBURTON PLACE
BOSTON, MASSACHUSETTS 02108

MAURA HEALEY
ATTORNEY GENERAL

TEL: (617) 727-2200
www.mass.gov/ago

May 6, 2016

ADMINISTRATION

MAY 09 2016

RECEIVED

Paul Fleming
555 Hay Road
Eastham, MA 02642

RE: Open Meeting Law Complaint

Dear Mr. Fleming:

This office received a complaint from you on April 13, 2016, alleging that the Eastham Board of Selectmen (the Board) violated the Open Meeting Law, G.L. c. 30A, §§ 18-25. The complaint was originally filed with the Board on or about March 10, 2016, and Attorney Michele Randazzo responded to the complaint on behalf of the Board by letter dated March 30, 2016. In your complaint, you allege that the Board failed to hold a meeting before the Town discontinued maintaining Hoffman Lane, a private way, in 2008. For the following reasons, we decline to review your complaint.

Your complaint does not allege a violation of the Open Meeting Law, but rather whether the Board should have held a meeting in 2008 before the Town discontinued maintaining Hoffman Lane. Our office assumed authority for the interpretation and enforcement of the Open Meeting Law, as it applies to local public bodies, on July 1, 2010. See G.L. c. 30A, § 23(a); see also G.L. c. 30A, §§ 18-25, generally. Prior to July 1, 2010, the law governing meetings of local public bodies was G.L. c. 39, § 23B (now repealed), and District Attorneys were responsible for its enforcement. One of the practical effects of this change is that our office has authority to enforce the Open Meeting Law only with respect to violations that occurred on or after July 1, 2010. See OML 2015-97; OML Declination 6-3-11 (Southborough Municipal Facilities Committee). Therefore, we decline to review any alleged violation of the Open Meeting Law that occurred in 2008. Additionally, given that our office is charged specifically with reviewing complaints to determine compliance with the Open Meeting Law, G.L. c. 30A, §§ 18-25, we decline to review, and offer no opinion on, whether there was a violation of any other law. See OML 2015-39; OML 2014-31; OML Declination 1-29-15 (Holbrook Planning Council).¹

¹ Open Meeting Law determinations and declinations may be found at the Attorney General's website, www.mass.gov/ago/openmeeting.



We now consider this matter closed. Please contact our office at (617) 963-2540 if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'Hanne Rush', with a stylized, cursive script.

Hanne Rush
Assistant Attorney General
Division of Open Government

cc: Eastham Board of Selectmen
Michele Randazzo, Esq.

info



Memo:

To: Board of Selectman

From: Jessica Burt

Date: May 16, 2016

Re: Upcoming Committee Vacancies

The following committee members have terms that will expire July 1.

Mr. Gulrich and Dr. Haspel have served three consecutive terms:

Steven Gulrich	1651 Forest Advisory Committee
Dr. Martin Haspel	Animal Advisory

The following members do not wish to seek reappointment:

Martin Haspel	Board of Health
James Baughman	Community Preservation Committee
Carol DiBona	Council on Aging
Dolores Higgins	Council on Aging
Margaret Phillips	Human Services Advisory Committee
Joyce Ikonnikow	Recycling Committee
Janet Sisterson	Water Management Committee

Thank you,

Jessica Burt
Receptionist



TOWN OF EASTHAM

2500 State Highway, Eastham, MA 02642 - 2544

All departments 508 240-5900 Fax 508 240-1291

www.eastham-ma.gov

May 16, 2016

Nauset Regional High School
Attn: Thomas Faris
100 Cable Road
Eastham, MA 02642

Re: Nauset Regional High School Honors Chorus

Dear Mr. Faris:

On behalf of the Town of Eastham, we would like to thank you and the Honors Chorus for the wonderful rendition of our National Anthem that was presented at the beginning of our Annual Town Meeting this year.

We are hopeful that this will be the beginning of a lasting tradition for future Town Meetings.

Sincerely,

Eastham Board of Selectmen

Elizabeth Gawron, Chair

Wallace Adams

John Knight, Vice Chair

William O'Shea

Linda Burt, Clerk



TOWN OF EASTHAM

2500 State Highway, Eastham, MA 02642 - 2544

All departments 508 240-5900 Fax 508 240-1291

www.eastham-ma.gov

May 16, 2016

Town of Orleans
Board of Selectmen
19 School Road
Orleans, MA 02653

RE: Town of Orleans v. Eastham Conservation Commission (Nauset Spit)

Dear Colleagues,

We have received notice that the Department of Environmental Protection has issued an order in the Town of Orleans v. Eastham Conservation Commission case and overturned the local decision made by the Eastham Conservation Commission in 2015. We wanted to advise you that the town will not pursue a further appeal of this decision.

However, as you know, the town has a long-standing bylaw in place prohibiting off road vehicles on beaches. The Board of Selectmen supported an article at the May 2015 Town Meeting to revisit the town's decision regarding ORV use and the voters affirmed their support of the bylaw by voting to keep it in place unchanged.

We are aware that last season the town of Orleans placed fencing and signs in the area of the town boundary, and are inquiring as to what the plan will be for the upcoming season.

Sincerely,

Eastham Board of Selectmen

Elizabeth Gawron, Chair

Wallace Adams

John Knight, Vice Chair

William O'Shea

Linda Burt, Clerk