

AGENDA

Wednesday

August 17, 2016

**7TOWN OF EASTHAM
BOARD OF SELECTMEN
Work Session Agenda
Wednesday, August 17, 2016
3:00 p.m.**

Location: Timothy Smith Room

- I. Review Draft Site Plan & Concept for Purcell Property – Charlie Adams, Pennrose
- II. Follow-up on Comments on Water Regulations, Fees, Mandatory Connections
- III. Other Business

Upcoming Meetings

<i>September 6, 2016</i>	<i>5:00p.m.</i>	<i>Earle Mountain Room</i>	<i>Regular Meeting</i>
<i>September 7, 2016</i>	<i>3:00p.m.</i>	<i>Timothy Smith Room</i>	<i>Work Session</i>

The listing of matters includes those reasonable 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 also be brought up for discussion to the extent permitted by law.

This meeting will be recorded and written minutes prepared.

**LIP MEMORANDUM OF AGREEMENT
4300 STATE HIGHWAY/CAMPBELL-PURCELL PROPERTY
AUGUST 17, 2016**

This Agreement (“Agreement”) is entered into by and between Pennrose Properties, LLC, (“Pennrose”), a Pennsylvania corporation, with a usual place of business at One Brewery Park, 1301 North 31st Street, Philadelphia, PA 19121 and local place of business at 50 Milk Street, 16th Floor, Boston, MA 02109, and the Town of Eastham, a municipal corporation organized under the laws of the Commonwealth of Massachusetts, with a usual place of business at 2500 State Highway, Eastham, MA (“Town”), acting by and through its duly elected Board of Selectmen (“Board of Selectmen”), regarding the proposed transfer of ownership to and then development and management by Pennrose of property owned by the Town, which is located at 4300 State Highway, Eastham, MA and is shown on Eastham Assessor’s Map 8 as Parcels 147 and 147A, consisting of 11.2 acres (“Property”), for affordable rental housing. Pennrose, the Town and the Board of Selectmen are collectively referred to herein as the “Parties.”

WHEREAS, the Town has not yet achieved and seeks to achieve the goal of ten percent affordable housing as defined under the affordable housing statute and regulations, respectively, G.L. c.40B, §§20-23 and 760 CMR 56.00;

WHEREAS, the Town, based upon the 2010 Census, 2,632 Year Round Housing Units;

WHEREAS, the Town, as of December 5, 2014, has 50 Subsidized Housing Units (“SHI”) as inventoried by the Department of Housing and Community Development (“DHCD”) or 1.9% affordable housing based upon its total year round housing based upon the 2010 Census.

WHEREAS, the Town needs 237 SHI units to achieve 10 percent SHI affordable housing units (i.e., 187 additional SHI units).

WHEREAS, the Town prepared an update to the Town’s Housing Production Plan (“HPP”) during February 2016 and received approval from DHCD August 2016/is awaiting approval of the 2016 HPP.

WHEREAS, the Town owns the Property and it is appropriate for development with affordable housing, having access to municipal water, public transportation (Flex Bus), the Cape Cod Rail Trail and adjacent stores;

WHEREAS, the Town issued a Request for Proposals (“RFP”) (Exhibit 1) that sought a developer and manager of the Property for affordable rental housing that would have a mix of units and mixed affordability requirements in relation to Area Media Income (“AMI”);

WHEREAS, Pennrose responded to the RFP (Exhibit 2) and proposes to construct 65 rental units at the Property in 17 residential buildings and 1 3,000 s.f. community and management facility building, with 27 one-bedroom units, 31 two-bedroom units and 7 three-bedroom units

for a total of 110 bedrooms, and with a mix of affordability requirements for the tenant households (i.e., 15% or 10 of the units shall be reserved for tenants earning up to 120% AMI and the remainder of the units shall be reserved for households earning below 60% of AMI, with at least 10% reserved for households earning 30% of AMI (“Project”).

WHEREAS, the Project would allow the Town to achieve housing production under its HPP that would result in a certification of the Housing Production Plan for a period of two years;

WHEREAS, the Town is willing to contribute an additional \$400,000 toward infrastructure costs to assist with the Project, subject to appropriation;

WHEREAS, Pennrose is willing to seek approval of a comprehensive permit under the Local Initiative Program (“LIP”), a state housing program administered by the Department of Housing and Community Development (“DHCD”) under DHCD’s Guidelines and 760 CMR 56.00.

WHEREAS, the Board of Selectmen is willing to agree to have the Project proceed as LIP development, which shall include a letter of support of the LIP application, signed by the Chief Executive Officer of the municipality (i.e., the Board of Selectmen);

WHEREAS, to accomplish the above goals, Pennrose is amenable to constructing and maintaining an affordable rental housing project at the density and affordability and with the mitigation set forth below, including that construction shall begin and finish as soon as possible with a projected construction start date of December 2017 and a completion date for the final occupancy permit of December 2018;

WHEREAS, Pennrose has filed a LIP application with the Board of Selectmen seeking the Board’s written endorsement;

WHEREAS, the Parties agree that cost certification shall occur as required under the DHCD Guidelines for G.L.C. 40B Comprehensive Permits dated May 2013 (“Guidelines”); and

WHEREAS, the Board of Selectmen has considered various written materials identifying the Project’s local impacts, including the Pennrose’s May 5, 2016 RFP Response.

NOW THEREFORE, based upon good and valuable consideration, the receipt of which is hereby acknowledged by the Parties, the Town, by and through the Board of Selectmen, and Pennrose agree as follows:

I. Pennrose’s Undertakings

1. Pennrose shall seek a Site Eligibility Letter from DHCD and a Comprehensive Permit from the ZBA for a rental project with a maximum of 65 rental units, with a maximum of 110 bedrooms, with either 20 percent affordable units at 50% AMI or 25 percent affordable units at 80% AMI, as defined by DHCD, under the following terms, conditions and limitations (“Project”):

- A. The Project shall consist of no more than 65 residential rental units.
- B. The 65 residential rental units at the Project shall contain no more than 110 bedrooms, with the following mix of bedrooms:

Studios	0
One Bedrooms:	27
Two Bedrooms:	31
Three Bedrooms:	7

- C. The mix of affordability for the households occupying the 65 units shall be as follows:
- 15% or 10 of the units shall be reserved for tenants earning up to 120% AMI; and
 - 85% of the units shall be reserved for households earning below 60% of AMI, with at least 10% reserved for households earning 30% of AMI.
- D. The affordable units at the Project shall be permanently restricted as affordable, with the affordability mix as described above, or for the longest period permitted by law and shall remain affordable so long as the Project continues to benefit from the Comprehensive Permit because the Project does not conform to zoning requirements. The Town shall have the right to enforce the affordability requirements, including by exercising its right to have the Property revert to the Town and terminate the 99 year lease in the event that the affordability requirements terminate or lapse or are otherwise not in effect.
- E. Vehicular Access.
- There shall be two means of egress to the Project.
 - Each means of egress shall satisfy ASHTO sight distance and separation standards and the State Fire Code (527 CMR 18)..
 - There shall not be a standard means of vehicular egress onto State Highway.
 - There shall be an emergency, gated entrance on State Highway or other agreed upon abutting property, to allow for emergency vehicle access.
 - There shall not be a turnout provided to allow for a dedicated bus stop of the State Highway frontage for the Property.

- F. There shall not be a sidewalk along State Highway.
There shall be a sidewalk along Brackett Road.

- G. Pennrose shall provide landscaping, lighting and fencing buffers to prevent light intrusion, to create effective sound barriers and to create effective year-round visual mitigation for the residents of the Project from adjacent commercial/industrial uses and for any adjacent residential uses from the Project:
- H. Pennrose shall locate any dumpster for the Project so that the dumpster shall not be visible from any adjacent residential property and shall not create noise or odor issues for any adjacent residential property or for residents of the Project.
- I. The maximum height of any building or structure shall not exceed two stories or a maximum of 35 feet, as measured as required under the Zoning By-law. There shall be no habitable space below the mean finished grade of the ground adjoining any building. There shall be no bedroom or bedrooms above the maximum story of any building.
- J. The parking per unit shall be at least .5 space per bedroom.
- K. The maximum lot coverage (buildings and parking areas and driveways) shall not exceed: 55% and pervious pavement shall be used where appropriate and feasible. There shall be a maximum building lot coverage of 15%. There shall be a minimum of 25% open space (and recreational areas provided shall count toward the open space.)
- L. The Project shall be connected to municipal water infrastructure and all water and fees shall be paid including but not limited to permits and inspections. There are no "connection fees"
- M. Pennrose shall provide, at its sole expense, an 8" (or smaller if so required by the engineer) -inch water main connection to the Property. And all water piping and electric and gas (if used) shall be underground.
- N. The Town shall retain a 40-foot wide permanent water and sewer easement, (generally following the road layout).
- O. Before performing any blasting to support the improvements detailed in this Agreement, either on or off of the Property, Pennrose or its contractor shall perform surveys of the adjacent properties that could be impacted by the blasting, provided access is provided by the owners of the adjacent properties, and shall obtain and maintain sufficient liability insurance in the amount of at least \$2 million and shall either not use perchlorate or any other material or substance that can cause environmental harm or, if any such materials or substances are used,

then separate environmental impairment insurance in the amount of not less than \$5 million shall be maintained.

- P. Once Pennrose completes the work on any public way, it shall, at its sole cost, patch the road with 2.5 inches of asphalt over the trenching and install a full 1.5 inch overlay where the pavement has been patched, so that the public way shall be overlaid side to side for the full length of any portion that has been disturbed.
- Q. Pennrose shall maintain one of the 65 units for a manager and shall maintain 24 hour/7 days per week offsite management coverage, with the tenants to be provided with a telephone number to call and that number shall be displayed outside the management office at the community facility and near each entrance to each building.
- R. The 65 units shall be subject to a permanent deed restriction that shall be delivered to the Town and accepted and recorded before the first building permit issues that requires the affordability requirements to be permanently maintained as set forth above.
- S. The 65 units shall be subject to a permanent deed restriction that shall be delivered to the Town and accepted and recorded before the first building permit issues which shall require that the 165 units shall remain rental units and shall not be converted to ownership units without the approval of Town Meeting to release the restriction.
- T. Pennrose shall provide the Zoning Board of Appeals with an expert report regarding the total number of children projected to reside at the Project and the number of school aged children that are projected to reside at the Project and the report shall be provided to the Superintendent of Schools, for planning purposes. Pennrose shall update the report and provide it again when the first building permit issues, if there is a delay of more than one year between the first report and the first building permit.
- U. Pennrose shall install the sidewalk improvements required above, to serve the residents of the Project and install the bench on State Highway for the Flex Bus before any occupancy permit issues for any unit. Any sidewalk shall be five feet in paved width and shall have a six inch granite curb and both the sidewalk and the curb shall be constructed in accordance with Massachusetts Department of Transportation standards.

- V. Pennrose shall provide all of the amenities for the Project that are detailed in its May 5, 2016 Response to the RFP for the Development of the Campbell-Purcell Property, including, but not limited to:
- Public Bus Stop;
 - 3,000 s.f. community/office management facility;
 - Walking Trails;
 - Fire Pit Social Area;
 - Tot Lot;
 - Community Garden;
 - Covered Bike Parking;
 - Active Leisure Activities; and
 - Community Barbeque Area.
- W. Pennrose shall either provide a washer and dryer in each unit or shall provide for laundry facilities in the community facility to provide for a minimum of two washers and 2 dryers per 20 residential units, to serve the residents of the Project and shall provide for a sufficient water service to the community facility. (The town wants to discuss further. Option washer/dryer dishwasher with unit size limits.
- X. Pennrose shall provide the following information and satisfy the following design standards during the public hearing before the ZBA:
- i. Sight distances at each means of egress for the Project shall be designed in accordance with best engineering practices, using ASHTO specifications, and each shall be established and installed and maintained at all times.
 - ii. Underground stormwater drainage basins shall be utilized, to the extent appropriate and feasible, to maximize open space available for the Project.
 - iii. Pennrose shall perform and provide soil testing results and pre- and post-drainage calculations to the ZBA, prepared and stamped by a licensed professional engineer, to establish that there shall be no increase, post-construction when compared to pre-construction conditions, in the rate and volume of stormwater runoff caused by the Project.
 - iv. The soil testing for the drainage basins shall be witnessed by Town Officials or agents, either a peer review consultant or the Health Agent or other Town designee as designated by the ZBA.
 - v. A snow storage and removal plan that protects the safety of the residents of the Project.
 - vi. A lighting plan, which provides safe on site lighting to protect the residents, but which does not create adverse impacts for abutting properties shall be designed and peer reviewed by the ZBA at Pennrose's

- expense and then installed and maintained by Pennrose or its successors. All external lights at the project shall be shielded so as to not cast light onto abutting properties.
- vii. Cameras shall provided (if requested by the police) at all means of egress, to record ingress and egress of all vehicles and the information shall be retained for at least 72 hours.
 - viii.
 - ix. Landscaping plan shall be provided prior to final approval of the Board of Selectmen.
- Y. Pennrose shall pay the reasonable cost of peer review by the ZBA, both for civil engineering review, including review of storm water drainage calculations (pre- and post- development calculations), and any expert pro forma review allowed under 760 CMR 56; and review of the water infrastructure proposed for the Project, and the peer review fees shall be disclosed and paid for in advance and held and expended under G.L. c.44, §53G. Any peer review contracts will be subject to a “not to exceed” limit, with replenishment to be mutually agreed upon by the parties where reasonable necessary.
- Z. The Town does not have sufficient funds to review the Project. Pennrose agreed to and provided \$10,000 on or about September 15, 2016 or sooner if an application is filed with the ZBA, to the Board of Selectmen pursuant to G.L. c. 44, §53A in order for the Town to pay for the Town’s initial costs. Pennrose shall provide \$5,000 to the ZBA, pursuant to G.L. c. 44, §53G or §53A, when the LIP Application is filed with the ZBA, to pay for the services of Town Counsel to the ZBA, at the usual hourly rate paid by the Town. Pennrose shall also pay for all other peer review costs incurred by the ZBA. In the post-permit stage, during construction, Pennrose shall maintain an account pursuant to G.L.c.44, §53G to pay for the cost of inspections performed by consultants to the Town. The Town and Pennrose agree that any peer review contracts for such inspections will be subject to a “not to exceed” limit, with replenishment to be mutually agreed upon by the parties where reasonable necessary.
- AA. Pennrose agrees that it shall not assert to the ZBA or to the Housing Appeals Committee or to any other party that the payment of any of the improvements or costs detailed in this agreement causes or contributes towards causing the Project to be uneconomic under G.L. c.40B or 760 CMR 56.00, et seq., provided that all of the terms of this Agreement are satisfied.
- BB. Once the Project receives a comprehensive permit from the ZBA that does not alter the material terms set forth above, Pennrose or its successor shall seek building permits for the Project within one year of the issuance of the

comprehensive permit taking final effect (i.e., after any appeal by an abutter is resolved). The obligations hereunder shall be enforceable only if a comprehensive permit is granted and takes final effect without altering the terms and conditions of this Agreement.

- CC. Construction of the entire Project shall be completed not later than two years from the date that a comprehensive permit is granted for the Project that does not alter the material terms set forth above and take final effect or the comprehensive permit shall lapse; provided, however, that this deadline may be extended by amending this Agreement in writing by agreement of the Parties, with the understanding that the Board of Selectmen desires to have the affordable housing contained in the Project developed as soon as possible.
- DD. Pennrose may seek additional grants from the Town, including \$400,000 for infrastructure costs, and from the Community Preservation Committee; however, Pennrose acknowledges that those grants are subject to appropriation by the legislative body.
- EE. Pennrose shall pay all reasonable construction inspection fees charged by independent inspector(s) designated by the Town or Town inspectors to perform necessary inspections for the Project during construction and post-construction, within 60 days of receipt of any such invoice. In the event that such fee is not timely paid, the Certificate(s) of Occupancy may be withheld until the fee is paid.
- FF. Pennrose shall cooperate with the Town and timely provide the Town Manager with all relevant information and material to support applications by the Town to DHCD to add the Project's units to the SHI.
- GG. Pennrose shall pay all reasonable monitoring fees as provided for under DHCD's LIP Guidelines.
- HH. At least 5% of the 65 dwelling units shall be accessible to and usable by persons with disabilities. An additional 2% of the 65 units shall be accessible to individuals with sensory impairments (i.e., hearing or vision impairments). All other units shall satisfy visitability standards (one zero step entrance and interior passage doors with a minimum width of 2 feet, 8 inches).
- II. Pennrose shall place a prohibition in each lease for each and every rental unit that strictly prohibits off-road recreational motorized vehicles, including mopeds, and derelict vehicles from being stored or used at the Project and shall prohibit boat storage and on-site boat and vehicle repairs and these restrictions shall be strictly enforced, but, of course, Pennrose may provide tenants with appropriate off site boat storage options. There shall be storage space for each unit.

- JJ. Mailboxes shall be located within the residential buildings.
- KK. There shall be porches or decks for the first floor units.
- LL. The Project shall adhere to green construction standards .
- MM. Pennrose agrees that it shall provide as-built plans to the Town for the water infrastructure within 90 days of completion of the infrastructure and shall provide as-built plans within six months of completion of the Project, unless the Project is phased, in which case as-built plans for each Phase shall be provided within six months of completion of each Phase and any plan to phase the project shall be approved in advance by the ZBA.
- NN. Pennrose agrees that this agreement shall bind it and its successors in interest and that a Notice of the MOA may be recorded against the Property by the Town when the Property is leased for 99 years to Pennrose.

II. Town's Undertakings

1. Upon execution of this Agreement by the Parties, the Board of Selectmen shall promptly supply Pennrose with the necessary signatures and documentation for Pennrose to seek a Site Eligibility Letter from DHCD under the LIP Program in accordance with the material terms set forth above.
2. Pennrose may apply to the ZBA for waivers of fees and the waiver requests may be granted in order to support the affordable component of the Project and to make the Project economic; but Pennrose shall not assert that any of its obligations set forth herein render the Project uneconomic under G.L. c.40B or 760 CMR 56 in the event that the waivers are not granted or not granted in the full amounts sought.
3. Upon request by Pennrose, the Town Administrator shall review and respond to any inquiry by Pennrose regarding proposed changes to the Project and shall refer any change she deems substantial to the Board of Selectmen for action under this Agreement for a determination as to whether the proposed change would or would not cause the Selectmen to exercise its rights to cancel this Agreement as provided for hereunder.
4. The Board of Selectmen shall support the LIP application before the ZBA as to the material terms set forth above.
5. The Board of Selectmen shall not withdraw its approval and endorsement of the LIP application at any time, before or after the issuance of the comprehensive permit, as long as no unapproved substantial change to this Agreement has occurred.

III. Parties' Right to Cancellation

1. In the event that Pennrose does not file an application with DHCD for a Site Eligibility Letter within 120 days of the execution of this Agreement, this Agreement shall automatically be null and void, unless extended in writing signed by the Parties, and the Parties shall have no further recourse against one another and the leasing of the Property to Pennrose shall not take place.
2. If the LIP Comprehensive Permit issued for the Project (a) does not include the improvements and costs required by this Agreement; (b) increases the number of units or bedrooms other than as agreed to above; (c) decreases the number of affordable units agreed to above; (d) substantially changes the location and/or size and height of the structures, buildings and/or infrastructure as shown on the Plans considered by the Board of Selectmen, the Board of Selectmen shall have the right for those reasons, in its unfettered discretion, to void this Agreement by providing written notice of the same to Pennrose and DHCD and the leasing of the Property to Pennrose shall not take place.

IV. Miscellaneous

1. Pennrose acknowledges that this Agreement effects the terms and condition of any LIP Comprehensive Permit that the ZBA may grant and a Notice of Memorandum of Agreement shall be recorded against the Property if the Property is leased to Pennrose before the Permit issues or, if not, that the leasing shall not take place except in accordance with this Agreement and that this Agreement binds Pennrose and its successors in interest and assigns.
2. Any breach of this Agreement shall be enforceable by the Parties.
3. Any amendment to this Agreement shall occur only pursuant to a written amendment that is duly voted and authorized by the Parties and then duly executed by the Parties.
4. The Parties acknowledge they had advice of counsel before executing the Agreement.
5. Notice of this Agreement may be recorded by either party when the application for the Comprehensive Permit is submitted, but a discharge shall be provided if the Agreement is cancelled as provided for hereunder.
6. This Agreement may be executed in any number of counterparts which together shall constitute one instrument. An electronic signature on this Agreement shall have the same effect as an original.
7. All notices and other communications required or permitted to be given under or by reason of this Agreement shall be in writing and may be delivered by electronic mail, facsimile, US mail or overnight mail. Notices, demands, and communications will, unless another address is specified in writing, be sent to the persons and at the addresses indicated below:

To: Board of Selectmen: Ilana M. Quirk, Esq.
Kopelman and Paige, P.C.
101 Arch Street
Boston, MA 02110
iquirk@k-plaw.com

with a copy to the Town Administrator and Board of Selectmen Chairman

To: Pennrose: XXXXXXXXXXXX

with a copy to: XXXXXXXXXXXX

Exhibit 1: Eastham RFP

Exhibit 2: Pennrose's May 5, 2016 RFP Response

INTENTIONALLY OMITTED, SIGNATURE PAGE TO FOLLOW.

IN WITNESS, the parties hereunto set their hands and fixed their seals as of _____, 2016.

EASTHAM BOARD OF SELECTMEN*

By:

John F. Knight, Chairman

William O'Shea, Vice Chairman

Linda S. Burt, Clerk

Elizabeth Gawron, Member

Wallace F. Adams, II

*Pursuant to a vote taken by the Board of Selectmen on _____, 2016.

COMMONWEALTH OF MASSACHUSETTS

Barnstable, SS.

On this ____ day of _____, 2016, before me, the undersigned Notary Public, personally appeared of the Eastham Board of Selectmen, as aforesaid, who proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding document, and acknowledged to me that s/he signed it voluntarily for its stated purpose on behalf of the Town of Eastham.

(Official Signature and Seal of Notary)

PENNROSE PROPERTIES, LLC

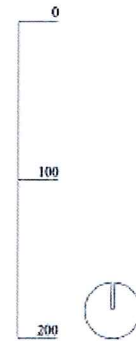
By: _____
_____, Manager

COMMONWEALTH OF MASSACHUSETTS

_____, SS.

On this ____ day of _____, 2016, before me, the undersigned Notary Public, personally appeared _____, as Manager of Pennrose Properties, LLC, who proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed above, and acknowledged s/he signed it voluntarily for its stated purpose on behalf of Pennrose Properties, LLC.

(Official Signature and Seal of Notary)



STATE HIGHWAY - ROUTE 6
1939 ALT.

NOTE:
PERIMETER SURVEY BY RYDER & WILCOX, INC.
TOPOGRAPHY AND PHYSICAL FEATURES PER
TOWN OF EASTHAM G.I.S. MAPS.

TY WAY - 50 FT. WIDE
REC. 1968 LAYOUT
BRACKETT ROAD

S 25°48'45" E

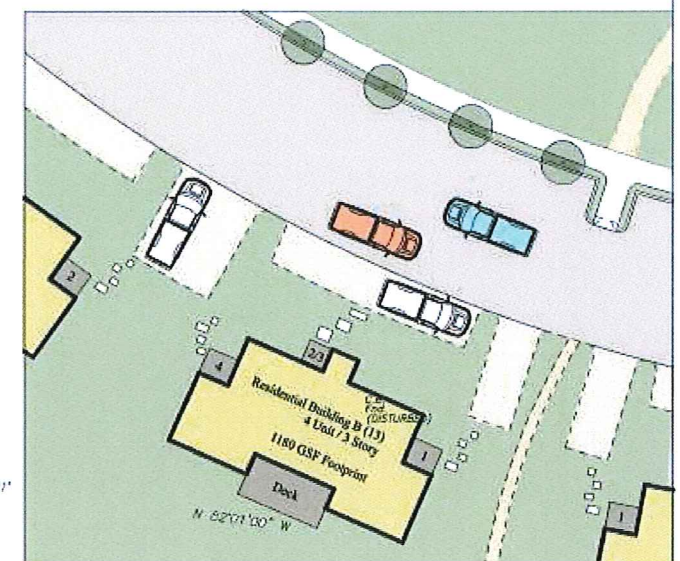
Parking Requirement: 99 Spaces

Proposed: 101 Spaces

Site Plan : A
July 13, 2016 Eastham, MA

Developer: Pennrose Property LLC, Boston MA
Architect: The Architectural Team, Chelsea, MA
Engineer: Horsley Witten Group, Sandwich, MA

REFERENCE:
ASSR'S. MAP B, PCL 147 & 147A
PL. BK. 182 PG. 145



Sheila Vanderhoef

From: lawyer <lawyer@brucetaub.net>
Sent: Thursday, August 11, 2016 8:32 PM
To: Tara.Zadeh@state.ma.us
Cc: Michael Embury; Sheila Vanderhoef; John Kelly; Laura Kelley; Jim Garb, M.D.; Ben deRuyter
Subject: Full and fair Adjudicatory Hearing request

Dear MDAR General Counsel Zadeh-

Please advise as to any Adjudicatory Hearing date proposed by MDAR in the Brewster, Eastham, Orleans, and Dennis matter, any docket number or reference number assigned this matter, any discovery or procedural timelines proposed, the identification of the hearing officer(s), and the adjudicatory hearing standards/rules of proceedings that MDAR professes to rely upon. If you are not the proper person to be directing this correspondence to please advise who is.

As I've previously written, the Towns of Brewster, Eastham, Orleans, and Dennis bring this action because they view MDAR's decision of July 15, 2016 to approve Eversource Energy's YOP as inconsistent with 333 CMR 11.00 inasmuch as the named Towns shall suffer economic, environmental, and reputational injuries far in excess of those considered acceptable if the spraying of herbicides is allowed as contemplated in the Eversource YOP.

Of course I take it as a given that MDAR and the AH petitioners I represent actually share a common interest in protecting the health and well being of the human population of Cape Cod as well as protecting the ecologically sensitive balance of life and nature on all of the Cape. Therefore, inasmuch as the towns of Brewster, Eastham, Orleans, and Dennis assert that the herbicidal spraying contemplated by the YOP presents (1) an immanent hazard and (2) is a not well evaluated or assessed threat of an unreasonably adverse effect on human populations and the environment, and (3) in that and other regards any such spraying is therefore a violation of Chapter 132B we ask that No Spraying be allowed in any of the subject towns until after the rendering of a decision in this matter.

Thank you for your attention and concern. Attorney Bruce Taub - 617.529.7129