

AGENDA

Tuesday

February 21, 2017

**TOWN OF EASTHAM
AGENDA
BOARD OF SELECTMEN
Tuesday, February 21, 2017
5:00 p.m.**

Location: Earle Mountain Room

I. PUBLIC/SELECTMEN INFORMATION

II. APPOINTMENTS

5:00 p.m. Tri Town Demolition, Martin McDonald, Eastham Representative to the Tri Town Board of Managers. To discuss the bid results for demolition of the plant. (discussion & vote may be taken)

5:15 p.m. Cape & Vineyard Electric Cooperative, Liz Argo, Program Administrator.

Ms. Argo is seeking approval of the Board for the Round 1 Adder for FY18. The Board had previously voted to approve the adder for FY17 but the CVEC did not move forward. They are requesting approval for FY18 adder of \$.005 per kwh. This will amount to \$4,048 as opposed to the \$7,000 requested and approved for last year. The money will be deducted from revenue/credits from the round 1 projects. (discussion & vote may be taken)

5:30 p.m. CPA Warrant Article Review, Peter Wade, Chairman. The warrant articles are: Affordable Housing Trust, redirect previously allocated (359,017); Campbell-Purcell Community Housing (\$300,000); Governor Prence Residences (\$600,000); Land acquisition of 390 Locust Road (\$200,000); Cape Cod Children's Place playground (\$11,500), & Cape Cod Village affordable housing for adults with autism (\$100,000). (discussion & vote may be taken)

5:45 p.m. Water Project Update, Mark White & Ryan Trahan, Environmental Partners Group.

This is monthly update of construction (phase I) and permitting/design (phase II) as well as discussion of options for the Bridge Road bridge crossing. (discussion & vote may be taken)

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

III. ADMINISRTATIVE MATTERS

A. Action/Discussion

1. **Cape Light Compact, Joint Powers Agreement-** Attached is the new agreement that will provide a new structure of governance for the Cape Light Compact. The CLC was originally formed as an Intergovernmental Agreement between all the municipalities on Cape Cod with Martha's Vineyard, as well as Barnstable and Dukes Counties. CLC has had an administrative services agreement with Barnstable County that will expire on June 30, 2017. This proposed Joint Powers Agreement will act as the new structure for CVC as of July 1, 2017. It has been reviewed by Town Council and is ready for signature. (vote and signature)
2. **Approval for National Multiple Sclerosis Cape Cod Getaway Bike Ride, June 24 and 25th, 2017.** (discussion & vote may be taken)
3. **Request to dedicate March 1, 2017 as White Ribbon Day.** The White Ribbon Campaign's objective is to bring awareness and end gender-based violence/violence against women.(discussion & vote may be taken)
4. **Review and renew the General Agreement between the Cape Cod National Seashore and the Town of Eastham,** (discussion & vote may be taken)
5. **Request from Shana Brogan, Conservation Agent/Natural Resources Manager to declare items as surplus,** list is attached. (discussion & vote may be taken)

VI. TOWN ADMINISTRATOR'S REPORT

A.

1. Plan to address contractor costs for water hook-ups for public water system (discussion)

V. OTHER BUSINESS

VI. EXECUTIVE SESSION

To discuss strategy with respect collective bargaining and to discuss litigation regarding the Library Project, and the Chairman declares an open meeting may have a detrimental effect on the bargaining or litigating position of the public body.

Upcoming Meetings

<i>February 22, 2017</i>	<i>3:00 p.m.</i>	<i>Timothy Smith Room</i>	<i>Work Session</i>
<i>March 6, 2017</i>	<i>5:00p.m.</i>	<i>Earle Mountain Room</i>	<i>Joint Meeting with FinCom</i>
<i>March 8, 2017</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 video recorded and broadcast over Local Access Channel 18 and through the Town website at www.eastham-ma.gov.



TOWN OF EASTHAM

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All departments 508-240-5900 • Fax 508-240-1291
www.eastham-ma.gov

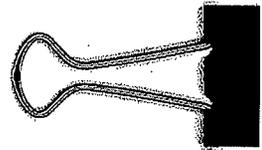
II. 5:00 p.m

TO: The Board of Selectmen
FROM: Jacqui Beebe
DATE: 2-17-2017
RE: Tri Town Demolition

Martin McDonald, the Town's representative to the Tri Town Board of Managers, will be on hand to explain the low general bid that was received for the demolition.

Low bid from S&R Corporation for \$1,803,060
Less \$152,000 Orleans only cost (shed removal)
Final bid amount= \$1,651,060

Eastham portion \$550,353 (will need to be a Town Meeting Article for debt exclusion)



GENERAL BID OPENING SUMMARY

Client: Orleans Brewster Eastham Groundwater Protection District
Project Name: Tri-Town Septage Treatment Facility Demolition
Bid Opening(s): Wednesday, February 15, 2017
Project Mng / Eng: Parece / Donoghue

Contract No.: N/A
Project No.: 60508473
Time: 9:00 AM

No.	General Bidders Name	Required For All Bids			Chapter 149 Only		SRF Only		Proposal Sum	Rank
		Acknowledgment of Addenda	Bid Signature and/or Seal	Bid Bond	DCAM Certificate of Eligibility	DCAM Qualification Statement	Schedule of Participation	Letter of Intent		
1	American Environmental, Inc.						--	--		
2	Costello Dismantling Co., Inc.	X	X	X	X		--	--	\$1,987,989	2
3	Envirotrac Ltd.						--	--		
4	4DC Demolition Company			#	#		--	--		
5	J.R. Vinagro Corporation						--	--		
6	McConnell Enterprises	X	X	X	X		--	--	\$2,047,670	3
7	Ramco Survey Stakes	X	X	X	X		--	--	\$2,247,000	4
8	S&R Corporation	X	X	X	X		--	--	\$1,803,060	1

II. 5:15 p.m.

Cape & Vineyard Electric Cooperative, Inc.
Town of Eastham
 12.20.16



Liz Argo, Manager, Projects and Administration

Cape & Vineyard Electric Cooperative, Inc.
Municipal Net Metered Power
Cape & Vineyard Electric Cooperative
Past - Present - Future

- Three PV Initiatives totaling 28.5MW are now producing power
 - The largest block of Cooperative PV power in New England
 - At end of FY16 – Total distribution of net metering benefits = **\$5,599,000 at no capital cost to participants!**
 - **No liability and no O&M responsibility!**
- Potential Future PV Initiatives - based on 3 previous initiatives' successes. Solar Carport and Roof Top Initiatives
- Battery Back-up - CVEC currently awarded a \$1.5 million grant for a battery back-up system at DY High School Regional County Emergency Shelter
- Potential Future Battery Initiatives
- Net Metering Credit purchases for offtakers (Dartmouth Solar, Future Generation Wind, Syncarpha's Marie's Way)

Cape & Vineyard Electric Cooperative, Inc.
CVEC Financial & Operations
Management Services
In addition to leading further PV and Battery development in Region

- Maintain Schedule Z database for all projects - host & offtaker (needed for accurate distribution of net metering credits)
- Calculate monthly net metering credit activities: Expense, Revenue, Net
- Provide professional third party annual audit reports
- Provide monthly and annual reports; showing costs and net benefits
- Verify achievement of production expectations (GAO) and assure shortfall compensation
- Interface with Utility and PV system owner to assure proper compensation, proper maintenance and repairs.
- Provide annual reports to Mass DOER
- Provide legal services associated with management of systems
- Provide assistance with tax assessment, insurance, emergency response, etc.



Cape & Vineyard Electric Cooperative, Inc.

SUMMARY

- In FY16, Eastham's annual savings from CVEC's projects totaled over \$75,937
- CVEC seeks a \$.005 per kilowatt hour Operational Adder (\$.0025 to system off-takers) on the Round 1 systems for approximate annual revenue to CVEC of \$106,000
- With a Round 1 Adder, the savings that CVEC sends Eastham will be reduced by approximately \$4,048 over the course of a year
- The annual revenue from the Adder on all 8 CVEC Round 1 projects will close the gap in CVEC's operational revenue and expenses, allowing CVEC to continue to manage its current projects as well as continue to bring forward more regionally beneficial projects



Cape & Vineyard Electric Cooperative, Inc.

Assurances

- CVEC will revisit the adder on Round 1 at the end of year one to determine whether it is recommended that the adder be discontinued, continued, or reduced



II. 5:30 p.m

ARTICLE 19
EASTHAM AFFORDABLE HOUSING TRUST
RE-PURPOSE PREVIOUSLY ALLOCATED FUNDS

To see if the Town will vote to authorize altering the allowable use of previously allocated Community Preservation Funds in the amount of \$359,016.52 to the Town of Eastham Affordable Housing Trust for the purpose of augmenting the current Rental Expansion Program and also to fund new housing assistance programs. Housing units created under any of the current and proposed affordable housing assistance programs would be subject to such terms and conditions which the Eastham Affordable Housing Trust may require, in order to ensure the long term viability of affordable housing units; or take any action relative thereto.

By Board of Selectmen/Community Preservation Committee

Summary:

The Affordable Housing Trust currently operates the Converted Rental Expansion Program. This program provides CPA funding to the Trust for the purposes of purchasing properties on the open market and converting them to affordable, deed restricted rental properties. This program currently has a balance of \$359,016.52. Unfortunately, the program has not been an effective means of creating new affordable units in any significant number. This is due to the high cost of market rate properties and the significant financial investment required to adequately rehabilitate properties to make them suitable for rental. Over the course of the program, only 7 units have been created. This article would accomplish two goals. (1) Expand the Converted Rental Program to allow funding to be used in support of converting single family homes to affordable rental units and to also support the construction of new affordable units.

(2) Allow funds to be used by the Affordable Housing Trust for the purposes of creating the following new and continuing housing assistance programs: Rental Subsidy Program, Housing Preservation Program, Lease to Own Program and a Closing Cost Assistance Program. The overarching goal of the proposed programs is to create housing assistance programs that serve a broader base of the community and which can address the housing needs identified in the Town's Housing Production Plan and that are consistent with the Eastham's Community Preservation Plan.

BOARD OF SELECTMEN RECOMMENDATION:

FINANCE COMMITTEE RECOMMENDATION:

COMMUNITY PRESERVATION COMMITTEE:

(Majority vote required)

AFFORDABLE HOUSING TRUST - SUMMARY CHART OF CURRENT & PROPOSED PROGRAMS TO BE FUNDED BY CPA - UPDATED JANUARY 25, 2017

CPA ELIGIBILITY	PROPOSED PROGRAMS			CURRENT PROGRAMS	
	PRESERVATION	SUPPORT	SUPPORT	CREATE	SUPPORT
Program Title	Housing Preservation	Lease to Own	Closing Cost Assistance	Rental Expansion with Proposed New Components	Rental Subsidy
Program Components	Home Repair loans to maintain affordable housing stock on existing affordable units (e.g. Housing Trust, Habitat Homes, other SHI properties)	Trust leases properties currently owned by the Trust with built-in purchase plan - Deed restriction remains with property after sale	Trust assists buyers with closing costs/down payment to pass underwriting	Current Program Limited to Purchase of single family homes and conversion to affordable rentals with deed restrictions	Provide monthly rent subsidy & financial counseling to program participants <i>(No Changes to program proposed)</i>
	Building envelope and site work to preserve the structural integrity of the housing Roof, siding and window replacements to assure the water tightness of the housing	<i>Grants, loans, rental assistance, interest-rate write downs or other assistance directly to individuals who are eligible for community housing</i>	<i>Grants, loans, rental assistance, interest-rate write downs or other assistance directly to individuals who are eligible for community housing</i>	PROPOSED NEW COMPONENT NEW CONSTRUCTION UNITS Provide funding assistance to developers for construction of new affordable rentals Zoning and deed restrictions required for eligibility	<i>Grants, loans, rental assistance, interest-rate write downs or other assistance directly to individuals who are eligible for community housing</i>
	Upgrading of dangerous electrical or plumbing services			PROPOSED NEW COMPONENT ACCESSORY DWELLING UNITS Provide assistance to homeowners to create new Accessory Dwelling Units Zoning and deed restrictions required for eligibility	
	Replacement of dangerous building systems which threaten the housing units (failed Septic)			PROPOSED NEW COMPONENT SEASONAL/YEAR ROUND PROPERTY CONVERSION This type of project would be considered eligible under Rental Expansion Program as it would create a new Aff. unit. Zoning and deed restrictions required for eligibility	
	Installation of hard-wired smoke alarms, sprinklers and other building fire suppression systems			PROPOSED NEW COMPONENT MOTEL CONVERSION TO AFF. HOUSING This type of project would be considered eligible under Rental Expansion Program as it would create a new Aff. unit. Zoning and deed restrictions required for eligibility /funding in proportion to # of affordable units in total development	

Back-up (Article 19)

ARTICLE 20

CPA AFFORDABLE HOUSING
CAMPBELL - PURCELL COMMUNITY HOUSING DEVELOPMENT

To see if the Town will vote to transfer the sum of **\$300,000** from Community Preservation Affordable Housing Reserves and/ or undesignated fund balance to Pennrose Properties LLC. to assist in funding the construction of the "Campbell-Purcell Community Housing Development" a 65 unit affordable rental housing development located at 4300 State Highway, Eastham, MA.
or take any action relative thereto.

By Board of Selectmen/Community Preservation Committee

Summary:

The production goals of 2016 Eastham Housing Production Plan over the next five (5) years include the creation of 242 affordable units and 130 workforce units or other units that are not eligible for inclusion in the State's Subsidized Housing Inventory (SHI) but still serve local housing needs, and 392 total housing units. The proposed "Campbell-Purcell Community Housing Development" will create 65 rental units including 10 units set aside for moderate income families earning 120% of Area Median Income (AMI). The remaining units will be reserved for households with incomes up to 60% of AMI .

BOARD OF SELECTMEN RECOMMENDATION:

FINANCE COMMITTEE RECOMMENDATION:

COMMUNITY PRESERVATION COMMITTEE: 7-0 9-0

(Majority vote required)

ARTICLE 21
CPA - AFFORDABLE HOUSING
GOVERNOR PRENCE RESIDENCES

To see if the Town will vote to transfer the sum of **\$600,000** from Community Preservation Affordable Housing Reserves and/ or undesignated fund balance to SCG Development Partners LLC. to assist in funding the construction of the "Governor Prence Residences" a 50 unit affordable rental housing development located at 4790 State Highway, Eastham, MA. or take any action relative thereto.

By Board of Selectmen/Community Preservation Committee

Summary:

The production goals of 2016 Eastham Housing Production Plan over the next five (5) years include the creation of 242 affordable units and 130 workforce units or other units that are not eligible for inclusion in the State's Subsidized Housing Inventory (SHI) but still serve local housing needs, and 392 total housing units. The proposed "Governor Prence Residences" will create 50 rental units. 44 units will be restricted to tenants making 60% or less of the Area median Income (AMI). The remaining units will be rented to market rate tenants.

BOARD OF SELECTMEN RECOMMENDATION:

FINANCE COMMITTEE RECOMMENDATION:

COMMUNITY PRESERVATION COMMITTEE: 7-0 ~~9-0~~ 8-1

(Majority vote required)

ARTICLE 22
LAND ACQUISITION 390 LOCUST ROAD

To see if the Town will vote to authorize the Board of Selectmen to acquire, by gift, purchase or eminent domain, for open space, conservation and passive recreation purposes, pursuant to G.L. c.40, sec.8C and G.L. c.44B, a parcel of land containing 1.623 acres, more or less, located at 390 Locust Road, Eastham and more accurately described in a deed dated October 17, 1969 recorded with the Barnstable County Registry of Deeds in Book 1453 Page 305 and shown as Lot 8B on a plan of land entitled "*Plan of Land in Eastham being a division of Lot 8 as shown in Plan Bk 233 Pg. 17 made for the Estate of Julia C. Possel*" to be held under the care, custody, management and control of the Eastham Conservation Commission and subject to Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, under such terms and conditions as the Board of Selectmen may impose; and as funding therefore to appropriate the sum of **\$200,000** for the acquisition and other related costs associated therewith from the Community Preservation Open Space Reserve and/or the Unrestricted Fund Balance, said sum shall be reduced by the amount of any grants or gifts received pursuant to the provision of G.L. c.44B, sec. 11, G.L. c.44, sec.7 or any other enabling authority, provided that no funds appropriated hereunder shall be expended until the Town receives gifts and/or grants totaling a minimum of \$25,000 for the purposes of this Article; and further to authorize the Board of Selectmen to grant to the Trustees of the Eastham Conservation Foundation, at the time of closing or within a reasonable amount of time thereafter, a perpetual Conservation Restriction on the property in accordance with the provisions of G.L. c.44B, sec.12 and G.L. c.184, sec.31-33; and further to authorize the Board of Selectmen and the Conservation Commission to file on behalf of the Town any and all applications deemed necessary for grants and/or reimbursements from the Commonwealth of Massachusetts or any other grant programs; or take any action relative thereto.

By Board of Selectmen/Community Preservation Committee

Summary:

This parcel has a high natural resource value with vegetation consisting of mature native forest and portions of two vernal pools along with ample adjacent upland areas. The parcel is entirely within the MA Natural Heritage and Endangered Species Program (HHESP) priority and rare wildlife habitat areas. Purchasing this parcel for conservation purposes will help protect wildlife habitat and groundwater resources. This proposal has received unanimous support of the Eastham Open Space Committee, Eastham Board of Selectmen, Eastham Conservation Commission as well as several abutting property owners. The specific amount of the CPA funding request is based on the FY17 assessed value. Private donations are being sought through the Eastham Conservation Foundation in order to offset the purchase price and potentially reduce the amount of CPA funds needed to complete the purchase.

BOARD OF SELECTMEN RECOMMENDATION:

FINANCE COMMITTEE RECOMMENDATION:

COMMUNITY PRESERVATION COMMITTEE: 7-0 9-0

(Majority vote required)

ARTICLE 23
CPA ACTIVE RECREATION
CAPE COD CHILDREN'S PLACE PLAYGROUND

To see if the Town will vote to transfer the sum of **\$11,500** from Community Preservation Active Recreation Reserves and/ or undesignated fund balance to Cape Cod Children's Place. to assist in funding the construction of a new playground at their facility located at 10 Ballwic Avenue, Eastham; or take any action relative thereto.

By Board of Selectmen/Community Preservation Committee

Summary:

The Cape Cod Children's place is in the process of an expansion and renovation project. The project encompasses renovations to the existing site and building. As a result of the alterations to the site, the previous playground area needed to be demolished to allow for much needed expansion to the parking area. This project will be funded through a combination of grant funds and private donations. A long time supporter of the facility has recently issued a \$100,000 challenge grant towards this project. The Cape Cod Children's Place is actively soliciting individuals, foundations and corporations to meet the funding match and achieve the budget goal.

BOARD OF SELECTMEN RECOMMENDATION:

FINANCE COMMITTEE RECOMMENDATION:

COMMUNITY PRESERVATION COMMITTEE: ~~7-0~~ 9-0
(Majority vote required)

ARTICLE 24

To see if the Town will vote to transfer the sum of **\$100,000** from Community Preservation Affordable Housing Reserves and/ or undesignated fund balance to Cape Cod Village Inc. to assist in funding the construction of an affordable housing facility that will provide permanent housing to adults with Autism to be located in the town of Orleans; or take any action relative thereto.

By Board of Selectmen/Community Preservation Committee

Summary:

There are currently not enough quality residential programs and facilities to serve the increasing population of adults with severe autism. Cape Cod Village Inc. proposes to construct a safe, permanent housing option based on a model that will be replicable in other areas. The facility will provide housing for 15 autistic adults who require assistance with daily living activities with 24/7/365 day staffing. There will be two duplex units providing 15 bedrooms including full kitchens, full bathrooms, dining area, living room, laundry facility and office space for on-site service providers. The homes will have extensive handicap accessibility to provide for aging in place. The total development cost of the project is \$6 million. Cape Cod Village Inc. is seeking \$100,000 to help support construction costs. Additional funding for this project will be sought through a variety of public and private sources.

BOARD OF SELECTMEN RECOMMENDATION:

FINANCE COMMITTEE RECOMMENDATION:

COMMUNITY PRESERVATION COMMITTEE: 7-0 9-0

(Majority vote required)

II, 5:45 p.m.

Water System Update

BOS Meeting – Feb. 21, 2017

- Construction Status
 - Phase 1 Contracts
 - Mandatory Connection Program
 - Other Connections
- Bridge Crossing Alternatives
- Phase 2
 - Permitting Program
 - District H
- Schedule: Feb – June 2017



Phase 1 – Construction Update

- All water main completed for Phase 1!
- Contracts 1, 2, 5, 6, & 7 Substantially Complete
- Curb Stops currently ongoing in Contracts 3, 4 & 8
- Water Main Testing – Ballwic Road last street
- Mandatory Area Connections about 35% done
- Municipal Building connections ongoing



Phase 1 – Construction Update

- Remaining Work Includes:
 - About 375 curb stops in Contracts 3, 4 & 8
 - Final Paving of Route 6 South (Spring 2017)
 - Punch List
 - Municipal Building Connections
 - Mandatory Area Connections
 - Loop through Orleans



Phase 1 Budget Status

Through December 2016

Phase 1 is about 90% complete.

	Original Budget	Current Budget	Total Completed
TOWN MEETING APPROPRIATION	\$ 45,800,000	\$ 45,800,000	\$ 45,800,000
Construction	\$ 35,670,000	\$ 30,173,038	\$ 26,737,818
Police Details	\$ 2,320,000	\$ 2,320,000	\$ 1,060,266
Engineering	\$ 5,400,000	\$ 5,400,000	\$ 4,401,869
Additional Items		\$ 3,752,978	\$ 1,092,908.00
TOTAL	\$ 43,390,000	\$ 41,646,016	\$ 33,292,861
BALANCE, Phase 1	\$ 2,410,000	\$ 4,153,984	



Municipal Buildings

- Library, Eastham Elementary School, NRHS – Connected
- Dept. of Public Works, Natural Resources Bldg., Council on Aging – Connected
- Windmill Green – Ready for future fixtures
- Town Hall, Information Booth – Scheduled for early March
- Fire & Rescue/Police Dept. – Scheduled for 2nd week of March
- Children's Place – this winter or spring



Update on Connections

- **170** current homes connected, about 500 people (not including school populations)
- **230** current outstanding applications awaiting installation (mostly the mandatory area)
- **16** homes connected outside mandatory area



Connecting Your Property

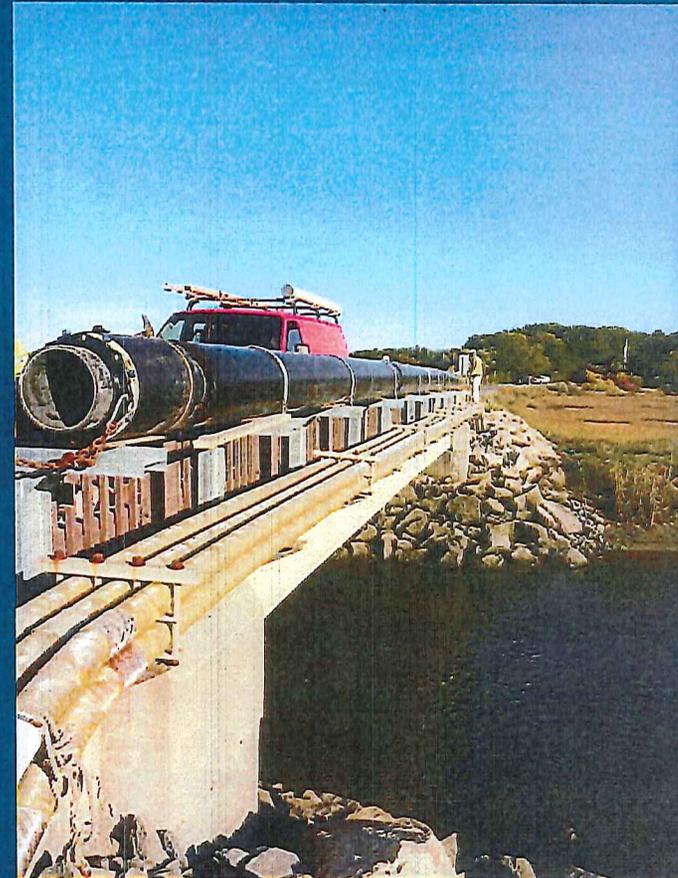
- Get multiple quotes for the work
- Have a contractor or plumber file your application
- If you choose not to keep you well for irrigation:
 - Cut and cap below grade (3' or more)
 - Notice to the Board of Health (?)



Bridge Crossing at Bridge Road



Pre-Construction



During Construction

Bridge Road Alternatives

- Don't cross the bridge
 - Leave the system un-looped
 - Rely on future water main through Orleans
 - Design a new water main on the Rail Trail
 - Directional Drill along Bridge Road
- Cross the bridge
 - Pre-construction conditions (conduits, sidewalk)
 - Use the sidewalk
 - Put the pipe below existing utilities
 - Relocate the utilities



Don't Cross the Bridge

Leave the Water System Un-looped



Remove existing water main, cap both ends of the water main before the bridge

February 10, 2017

Environmental Partners
A partnership for engineering solutions.

A partnership for engineering solutions.

- Use Orleans Loop Water Main to feed Dyer Prence Rd, Goody Hallett Dr, etc. (Not yet approved)
- Resulting system residual pressures can not achieve required fire flow
- Very low flow/aged water = poor water quality



Don't Cross the Bridge

Use the Rail Trail bike path

Remove existing water main, cap both ends of the water main before the bridge, add a new main along Rail Trail



- Would require easement from DCR (will take extensive time & cost)
- Would be constructed through a ACEC designated lands
- Unsuitable soils, Culvert crossings
- Still leaves long dead-ends and fire flow issues



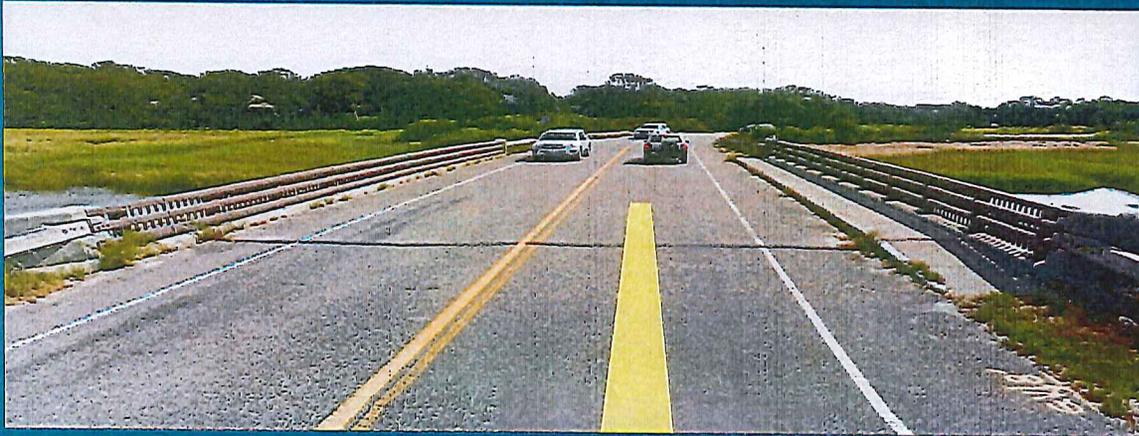
Don't Cross the Bridge

Directional Drill

- Long distance (higher cost and chance of failure)
- Would require easements
- Unsuitable soils
 - Pipe needs to be deep (>80' BGS);
 - standard pipe may not be able to take overlying soil pressures or drill angle
 - Can't be maintained

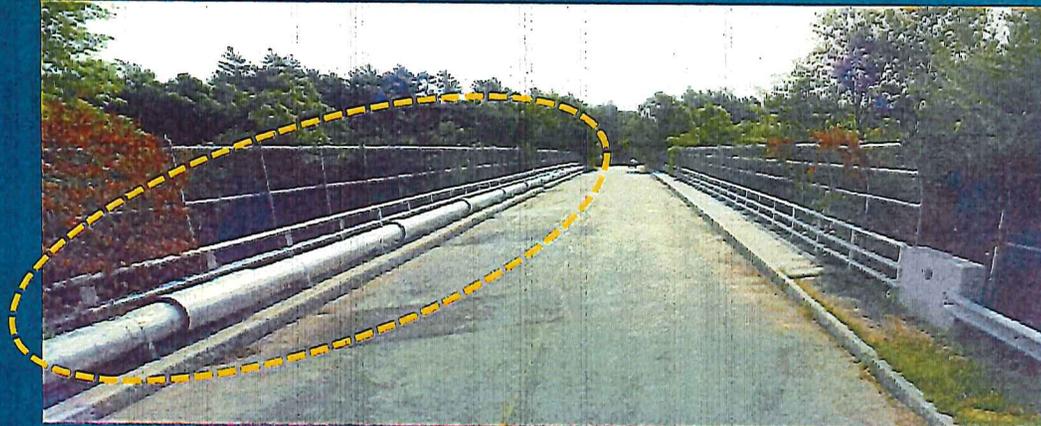


Use the Bridge Deck Existing Conditions



Pre-Construction

- Insulated Water Main Sidewalk Crossing
- Another railing could be added



Example (Temple St @
Route 3, Duxbury, MA)



Use the Bridge Deck

Use the Sidewalk

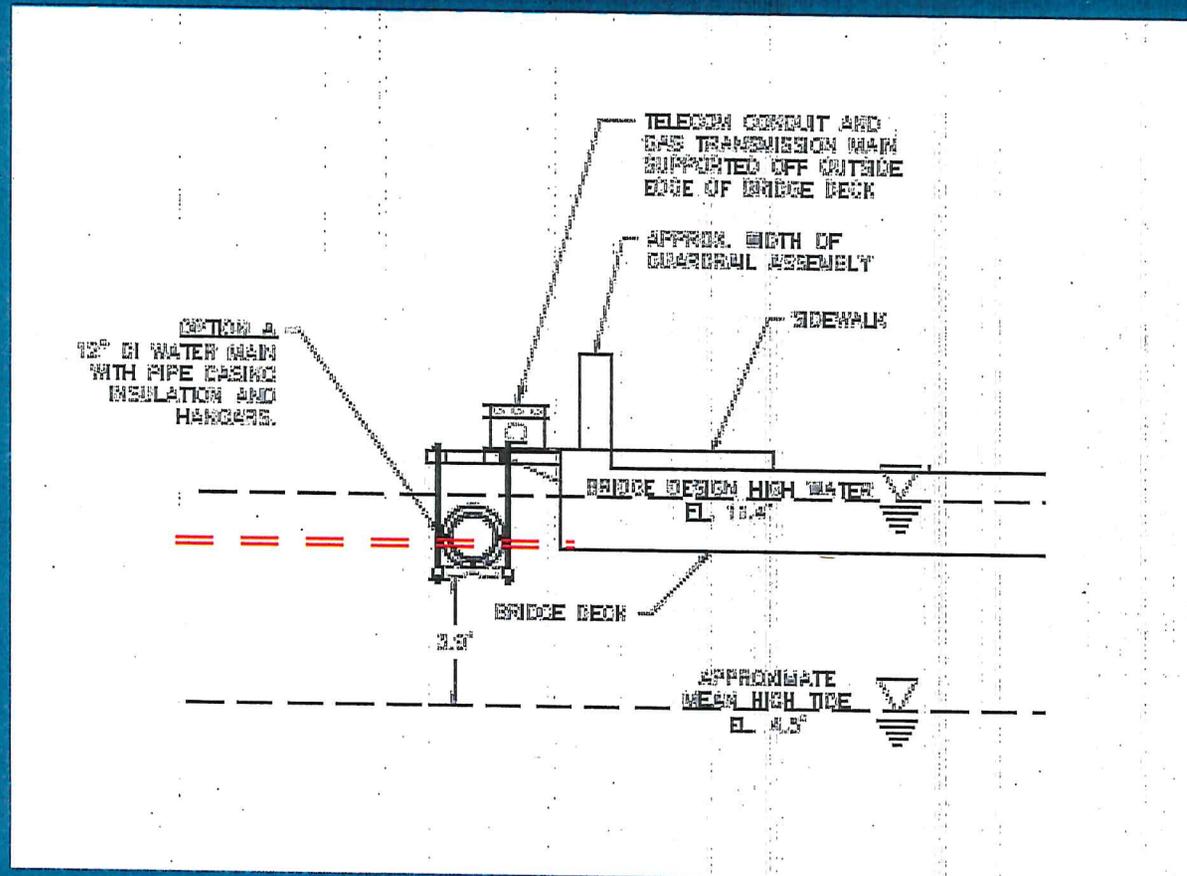
- Plan requires new sidewalk, curbing, guardrail, and a reduction of the existing roadway shoulder width
- Bridge Road needs pedestrian and bike access (required for smart streets and potential funding for Bridge Road)



Use the Bridge Sides

Put water main below the existing utilities

- Can't block the crossing (headspace) for ice sheets, storm surge, and recreation use (kayakers)



Use the Bridge

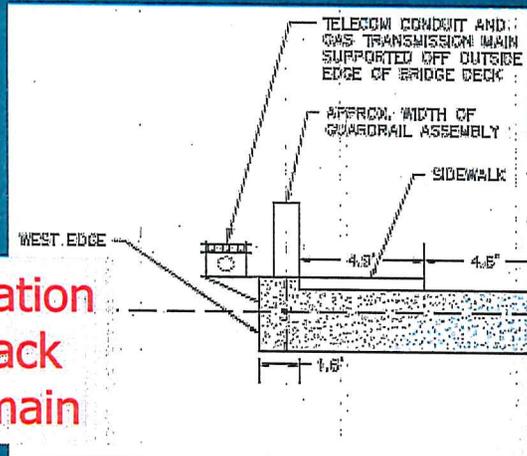
Change the conduits

- Feedback from other Bridge Road utilities
- Cost
 - Water Main and Verizon Relocation: \$350-400k
 - Water Main and Gas Relocation: \$250-350k
 - Some combination of Gas and Verizon maybe required
 - Potential total cost around \$350k - \$500k to modify
- Would it really change the view from the bridge?

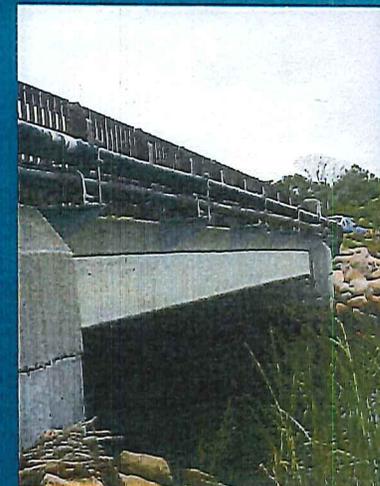
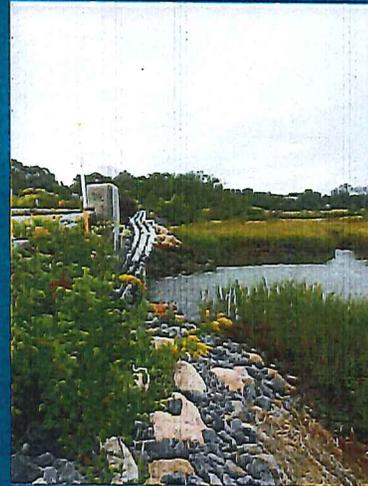


Use the Bridge Change the conduits

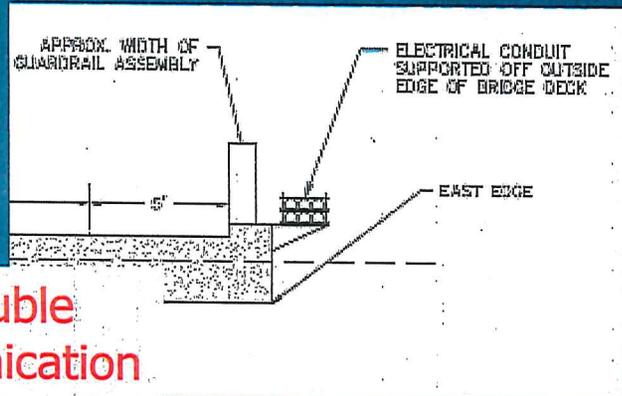
■ West Side



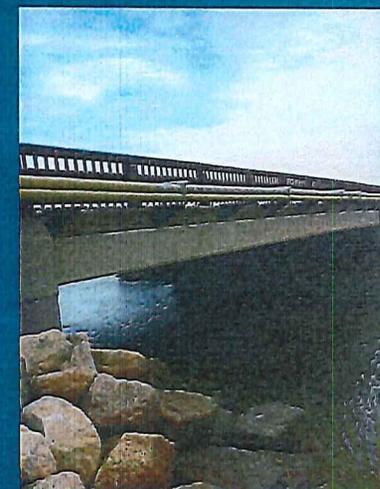
Communication
conduit rack
over gas main



■ East Side

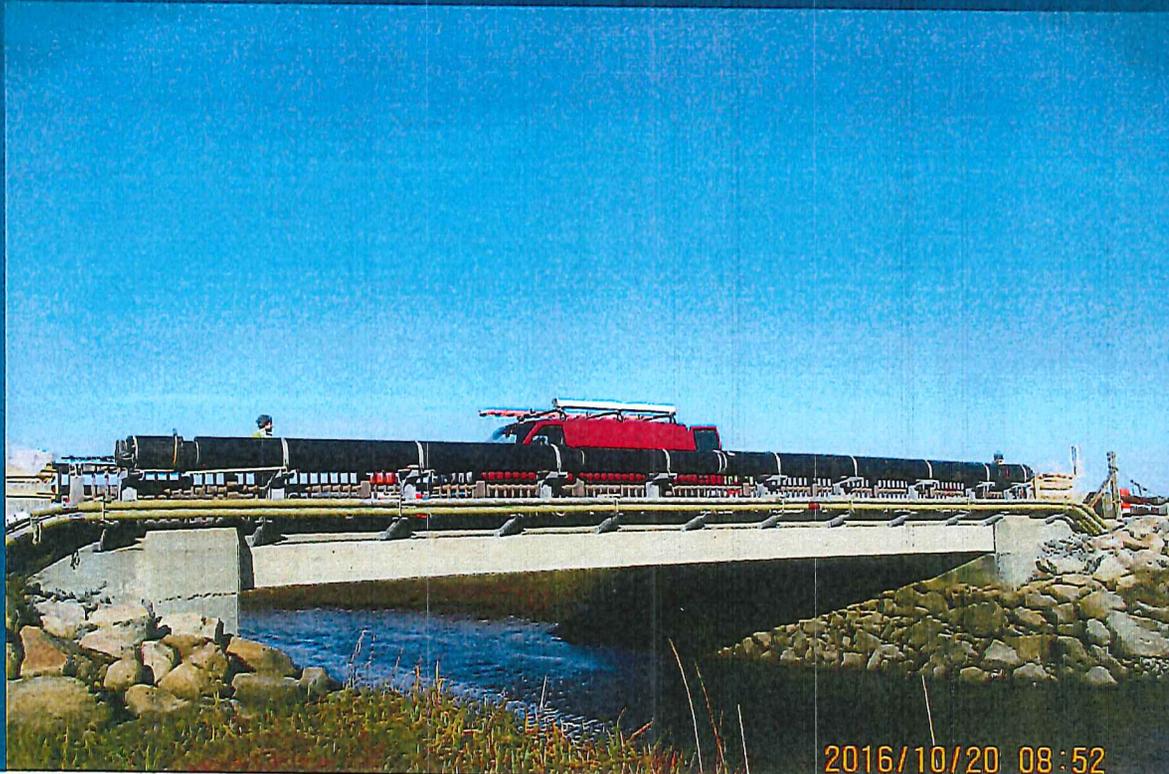


A double
communication
conduit rack



Use the Bridge Selected Approach

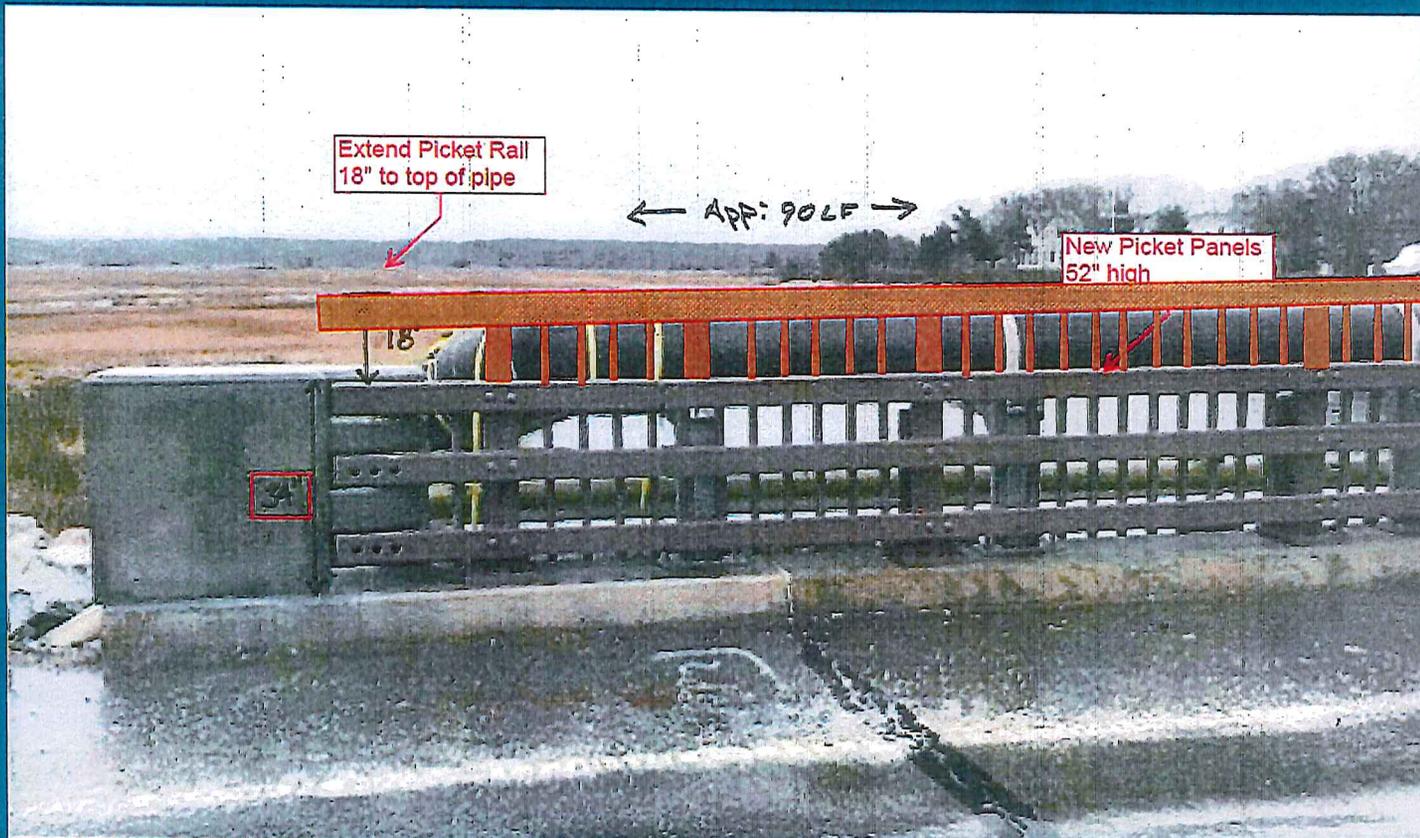
- Need to maintain separation from existing utilities
- Location of existing conduits dictates water main pipe position
- Can't hang it outside of conduits (structural strength and height issues)



Use the Bridge

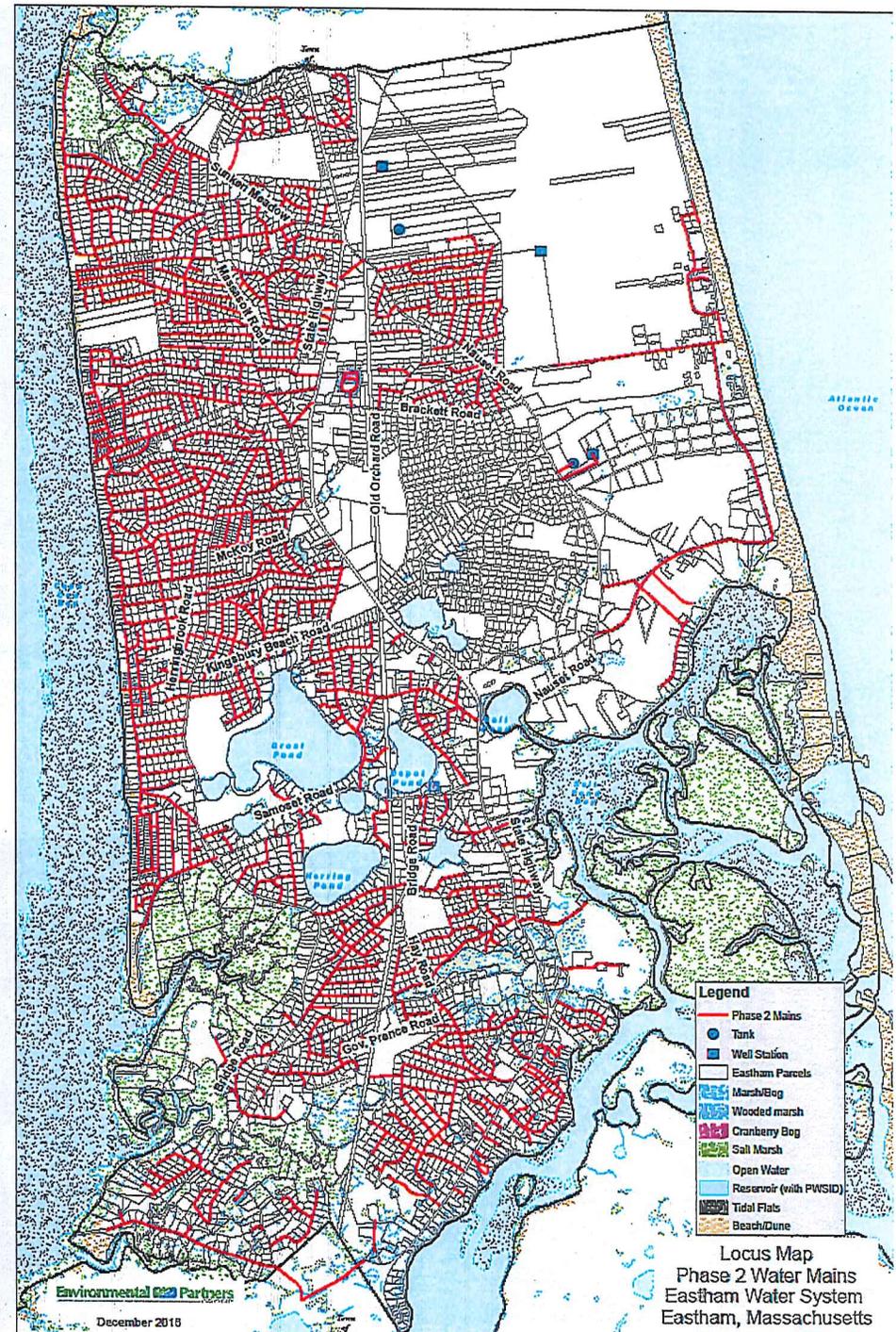
Options for camouflaging the pipe

- Paint the pipe to match rail (routine maintenance involved)
- Install a higher rail for screening (shown below)



Phase 2 Program

- 85 miles of pipe
- 3rd wellfield at District H
- 2nd storage tank at District H





TPW-2C

TPW-3B

TPW-1B

VP-1

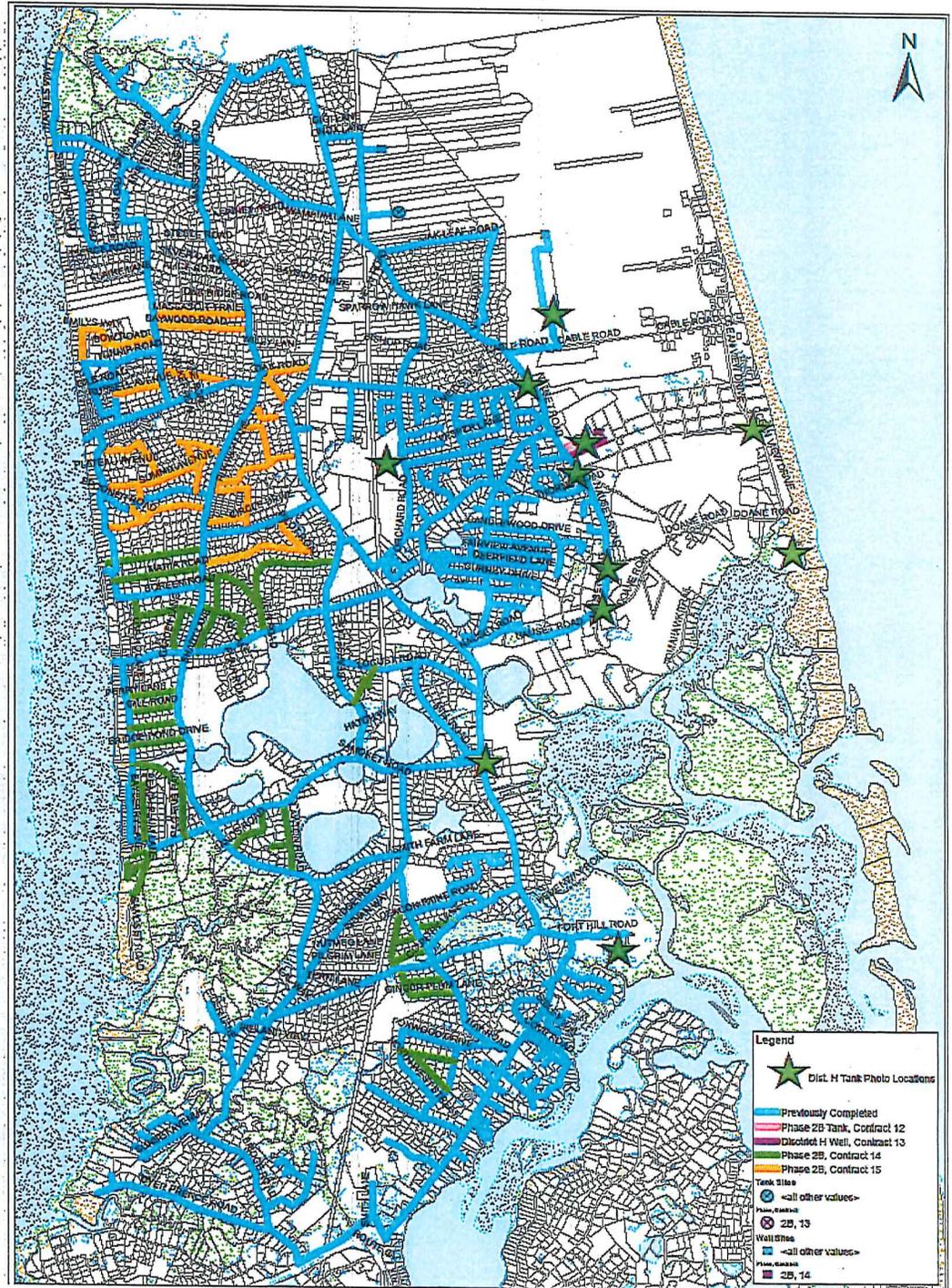
VP-9

VP-11

District H Water Storage Tank

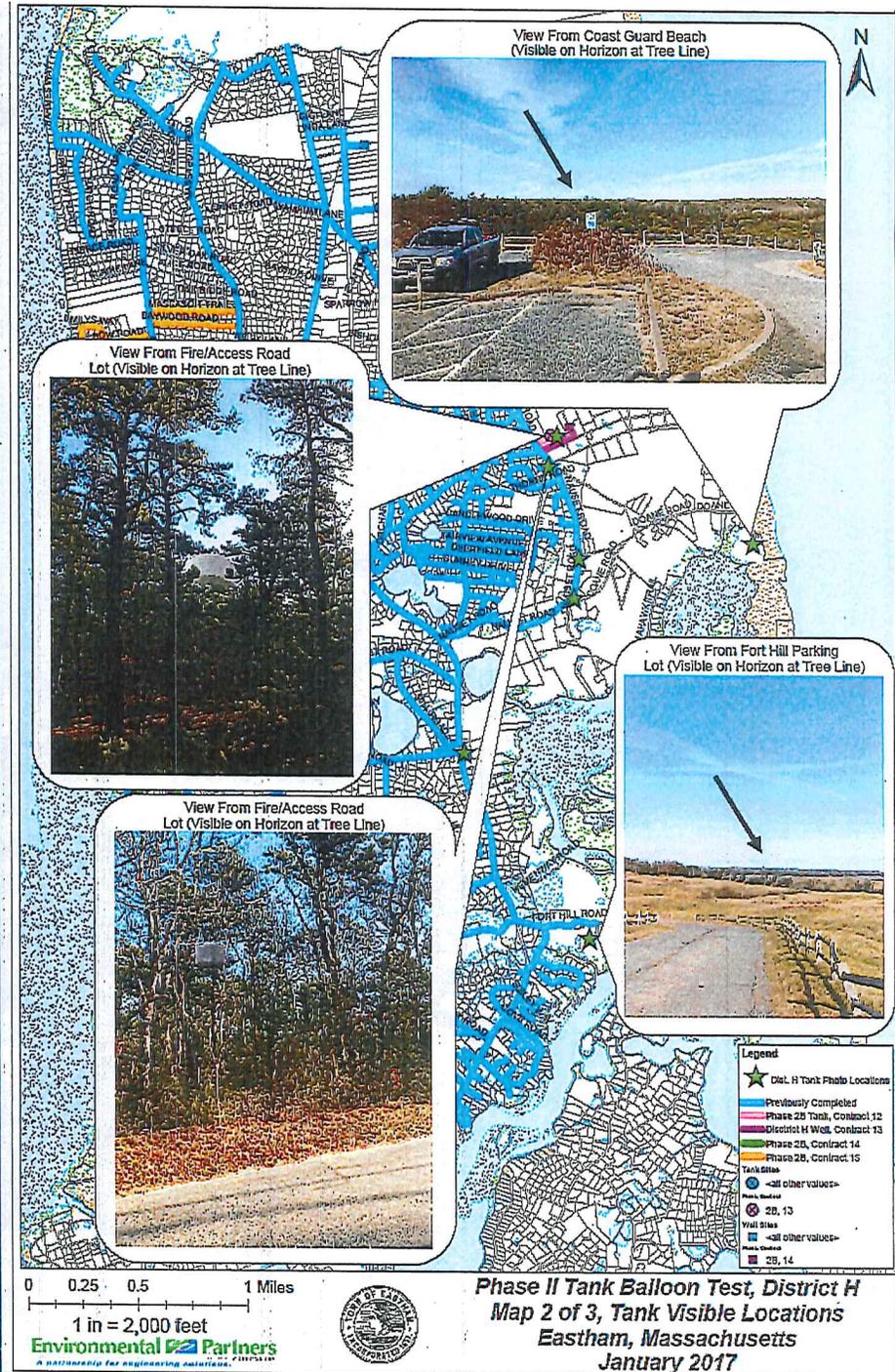
View Shed Analysis

A partnership



District H Water Storage Tank

Locations
where tank
can be seen



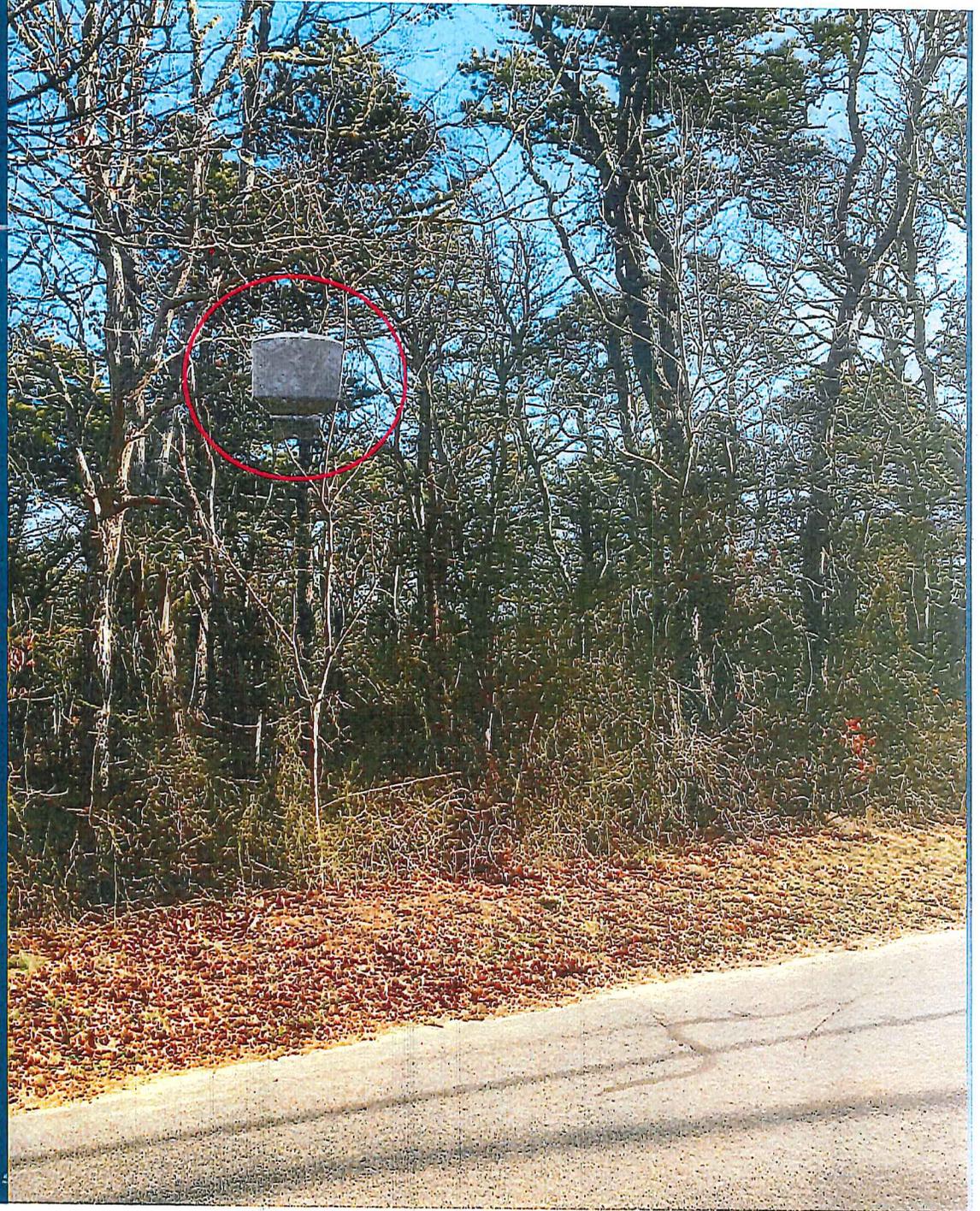
View from Coast Guard Beach parking lot



View from Fort Hill

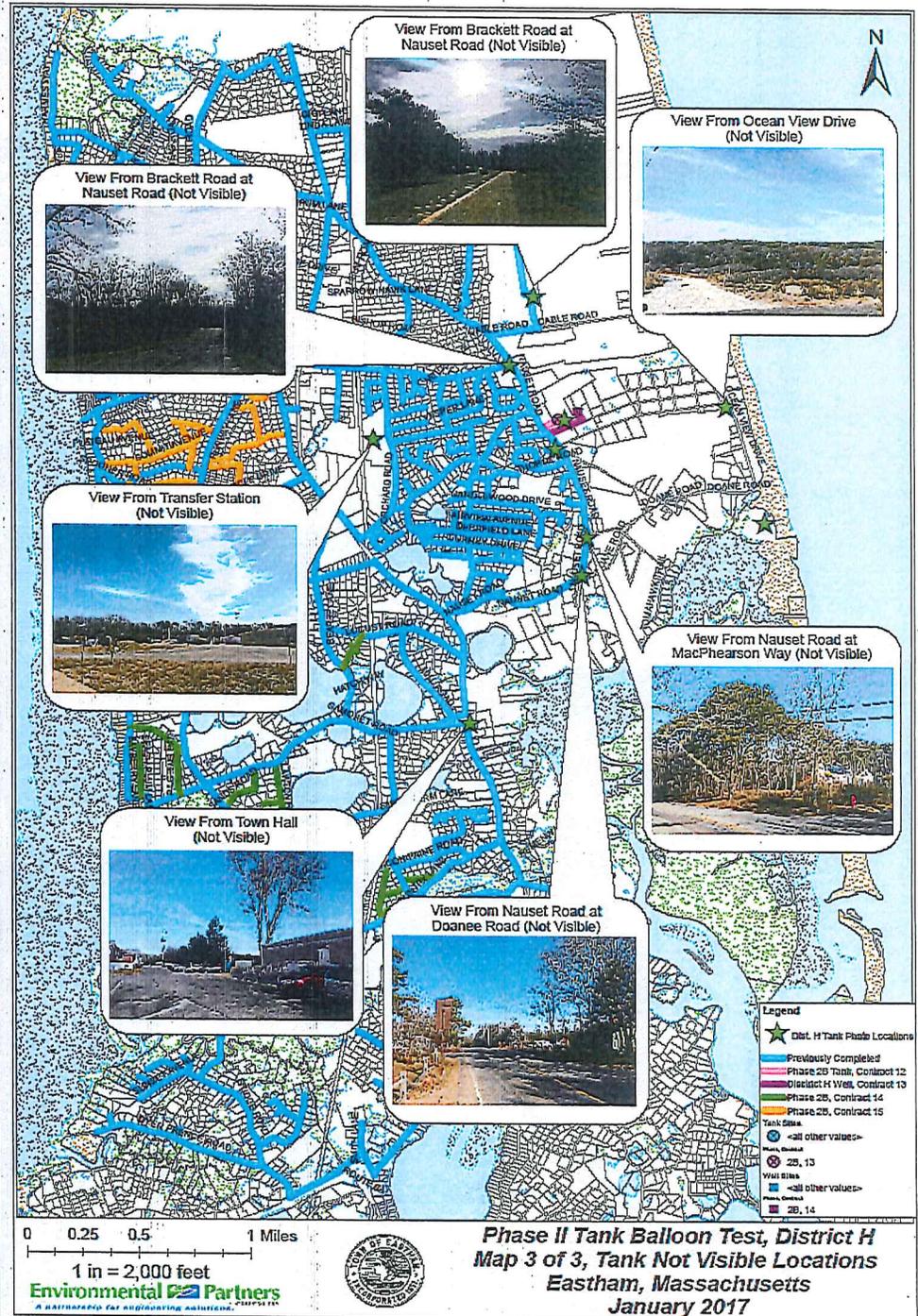


View from
Nauset Rd
(between
Dexter St and
Seaside Dr)



District H Water Storage Tank

Locations
where tank
can not be
seen



Phase 2 Activities

- District H coordination & permitting
 - Cape Cod National Seashore
 - Archaeological investigations
 - DEP Endangered Species – spadefoot toad



A partnership for engineering solutions.



Phase 2 Activities: Feb – July 2017

- Major permitting: Jan – May 2017

MEPA, Cape Cod Commission, DEP Water Management Act

- Phase 2A

Postpone streets where additional investigations are required (ex: Fort Hill)

Bidding: May 2017

Construction start: June/July 2017



Water Quality Information

- Water Projects Website
 - Click on “Water Sampling Info” Tab on top of homepage
 - MassDEP & EPA mandate sampling criteria frequency and contaminants
 - Webpage will stay up to date with information for your use



Where Can I Get Information?

- Eastham web page

<http://easthamwaterproject.weebly.com>

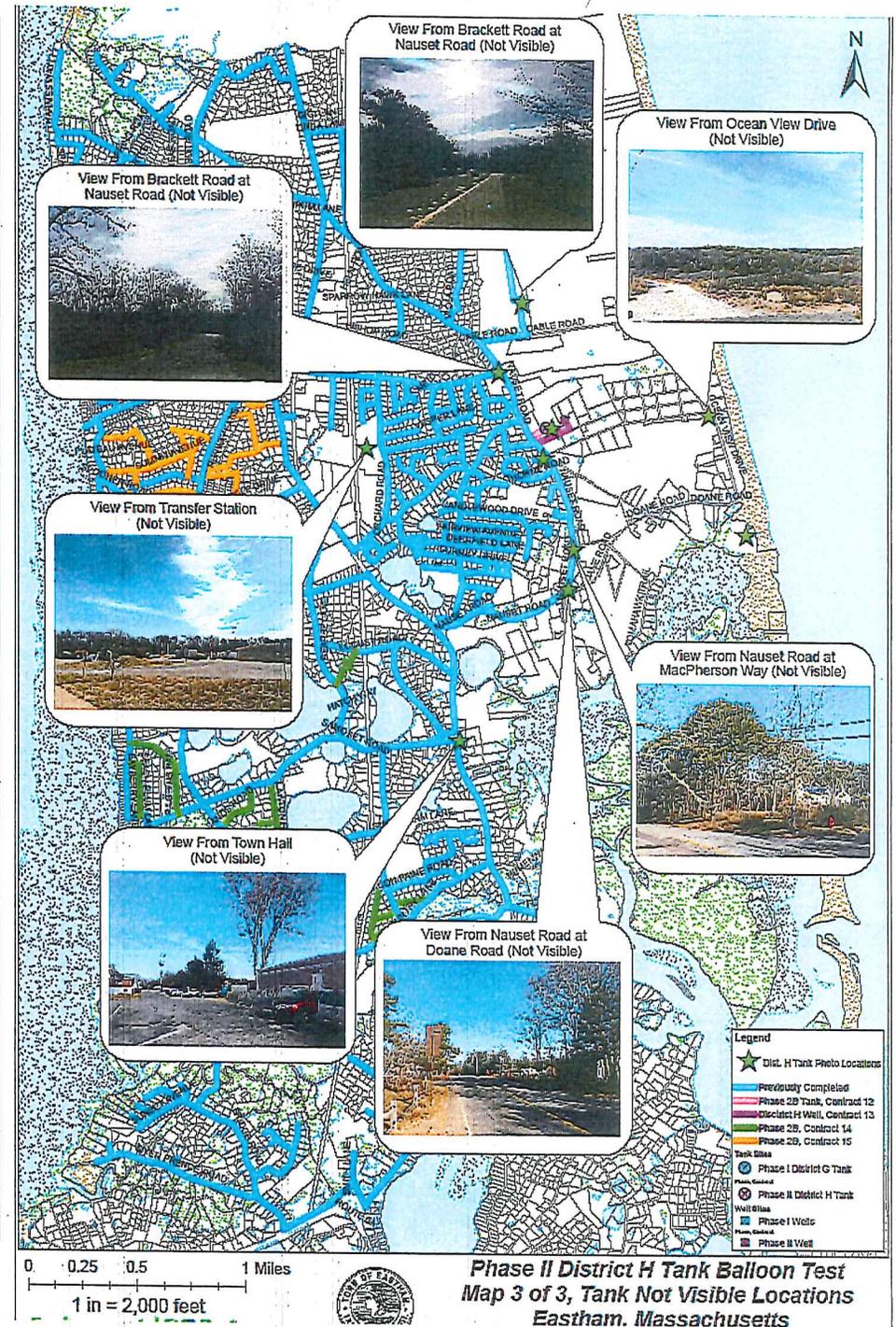
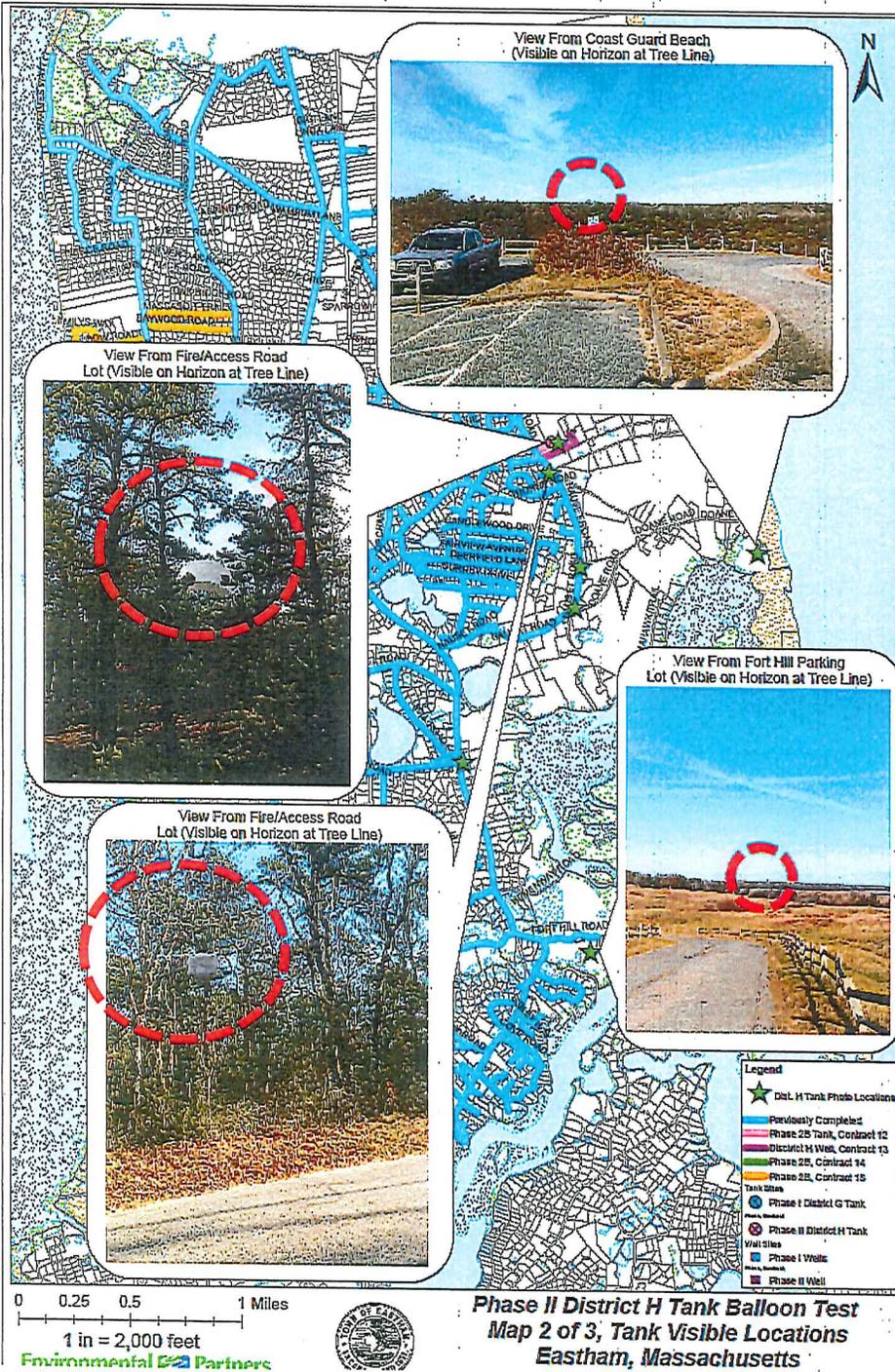
- Eastham Water Projects Email Address:

easthamwater@envpartners.com

- Eastham Water Project Phone Number

617-657-0279





III. A. 1.

January 24, 2017

John W. Giorgio
jgiorgio@k-plaw.com

Hon. John F. Knight and
Members of the Board of Selectmen
Eastham Town Hall
2500 State Highway
Eastham, MA 02642

Re: Cape Light Compact - Joint Powers Agreement

Dear Members of the Board of Selectmen:

I have been working with the Cape Light Compact (“CLC”) and other municipalities which are members of the CLC to explore a new model for governance of the CLC.

You may recall the CLC was formed pursuant to an Intergovernmental Agreement (“IGA”) under G.L. c. 40, §4A that was entered into among the municipalities on Cape Cod and Martha’s Vineyard as well as Barnstable County and Dukes County. In addition, acting through the CLC a municipal energy aggregation plan was developed and approved by the Massachusetts Department of Public Utilities. Neither the approved aggregation plan nor the IGA, however, has provided the necessary infrastructure and legal authority for the CLC to act as an independent entity in terms of the authority to maintain bank accounts, to hire employees, and to enter into contracts for goods and services. As a result, the CLC entered into an administrative services agreement with Barnstable County to perform these necessary functions for the benefit of CLC. Recently, however, the CLC and Barnstable County entered into a Termination and Transition Agreement which will terminate the administrative services provided by the County to the CLC effective June 30, 2017.

In August 2016, the General Court, as part of the Municipal Modernization Act (c. 216 of the Acts of 2016) enacted a new provision, G.L. c. 40, § 4A ½, which allows two or more municipalities to enter into an agreement to create a joint powers entity (“JPE”), which is a separate body politic and corporate from the municipalities, and which has enumerated powers that the JPE can perform on its own, including, among other things, the hiring of employees, entering into contracts, borrowing money, and maintaining bank accounts.

In my discussions with the CLC Administrator and counsel for CLC, we have concluded that the establishment of a JPE to replace the CLC created by the IGA will provide a much more effective and efficient independent entity capable of carrying out the important functions of the CLC municipal aggregation plan.

Hon. John F. Knight and
Members of the Board of Selectmen
January 24, 2017
Page 2

To that end, I am enclosing for your consideration the draft of a Joint Powers Agreement that was drafted by counsel for the CLC. I was provided the opportunity to review and comment on the draft agreement and my suggestions and revisions have been incorporated in the attached draft. The attached agreement, as explained on the first page, is color coded to identify the source of the text: including original IGA language, provisions authorized by the new JPE statute, and new text.

In reviewing the attached draft agreement, please note the following important features of the draft agreement.

- The JPE will be created as soon as at least two municipalities sign the agreement.
- Like an intermunicipal agreement under G. L., c, 40, § 4A, a town may enter into a JPE on approval of the Board of Selectmen. There is no requirement for a Town Meeting vote to authorize the JPE.
- The JPE authorized in the attached agreement will continue to perform the core functions of the CLC in terms of energy aggregation and energy efficiency programs. The new entity, however, will be able to take advantage of the express powers and authority authorized by the new statute without having to rely on one or more of the municipalities and counties which are members of the CLC under the IGA to perform those functions on behalf of the CLC.
- The agreement, however, does provide express authority for the JPE to enter into an administrative services agreement with one or more of the member municipal members to perform any of the services that the JPE is authorized to perform as a JPE.
- Perhaps most importantly, by creating the JPE, the new entity will have the authority to hire staff and to obtain a Federal Tax Identification Number.
- The attached agreement contemplates that the existing IGA will terminate as soon as 50% or more of the existing members sign the new joint powers agreement and all the assets and liabilities of the CLC under the IGA will transfer to the new entity.
- It is important to note that under the new statutory framework and by the express terms of the agreement, none of the member municipalities will be liable for any of the debts or liabilities of the CLC. This is no different than under the existing IGA except now there is express statutory authority to protect the municipalities from any liability unless the Town agrees in the Agreement to assume any obligations or liabilities. For example, should the Town and the JPE agree to enter an

Hon. John F. Knight and
Members of the Board of Selectmen
January 24, 2017
Page 3

administrative services agreement whereby the Town would agree to perform administrative, financial, or banking services on behalf of the JPE, the Town would be liable for any obligations expressly agreed to in that separate agreement.

- The new entity will be governed by a Board of Directors with each member municipality appointing a member in accordance with local appointment procedures. In making such an appointment, the Town would have the ability to provide limitations and instructions to its representative. The Town's representative would be appointed for a term specified by the Town.
- Once five or more member municipalities join, the Board of Directors could appoint an executive committee to act in circumstances where a quorum of the Board of Directors cannot be achieved.
- The JPE is subject to the Open Meeting Law, the Public Records Law, the Conflict of Interest Law, and state procurement laws.

In my opinion, the attached draft agreement represents a good opportunity for CLC to effectively and efficiently provide its core mission services to the member towns and their constituents, while continuing to provide important protections against liabilities or risks by the member towns.

Please let me know if you have any questions.

Very truly yours,


John W. Giorgio

JWG/bp

Enc.

cc: Town Administrator
573996/EAHM/0001

Motion for **Cape Light Compact, Joint Powers Agreement-**

I move that we vote, pursuant to General Laws chapter 40, section 4A 1/2 as follows:

- 1.) to join the Cape Light Compact Joint Powers Entity (JPE);
- 2.) to authorize the Town Administrator to execute the Joint Powers Agreement of the Cape Light Compact JPE subject to final review by Town Counsel;
- 3.) to authorize the Town Administrator to issue a written letter to the Cape Light Compact Joint Powers Entity appointing the Town's Representative to attend Governing Board Meetings of the Cape Light Compact JPE;
- 4.) to take any other action necessary or relative thereto.

G.L. c.40, s4A 1/2 - authorizes the Chief Executive Body of a town, or a board, committee or officer authorized by law to execute a contract in the name of the governmental unit.

III . A . 2 .



EASTHAM POLICE DEPARTMENT

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



EDWARD V. KULHAWIK
Chief of Police

KENNETH J. RODERICK
Deputy Chief

To: Sheila Vanderhoef
Town Administrator

From: Edward V. Kulhawik *EJK*
Chief of Police

Date: January 23, 2017

Subject: **MS National Multiple Sclerosis Society – Cape Cod Getaway Bike Ride, June 24th and 25th, 2017**

I have received and reviewed the proposed/requested route through the town of Eastham for the above-mentioned charity bike ride, provided a detail officer is hired and stationed at Massasoit Road and Steele Road during the event. I do not see any other conflicts or problems with public safety at this time.

Please feel free to contact me with any questions or concerns regarding this event.



ADMINISTRATION

NOV 18 2016

RECEIVED

Ms. Sheila Vanderhoef
Town Administrator
Town of Eastham
2500 State Hwy.
Eastham, MA. 02642

November 14, 2016

Dear Ms. Vanderhoef,

We will be holding our 33rd annual Cape Cod Getaway MS Bike Ride on June 24th and 25th, 2017. This two day, 150 mile bicycle tour attracts 2100 cyclists, who ride from Boston, Mass. to Provincetown, Mass. to raise funds to support the National Multiple Sclerosis Society.

We respectfully request the use of local and state roads in the town of Eastham for the ride on June 25. I have enclosed cue sheets showing our route (same as the 2016 ride). Cyclists will be instructed to ride single file, on the right side of the road, and to follow all vehicle laws, including stopping at red lights and stop signs.

We will hire Eastham police officers to work safety details. We operate a support team consisting of medical personnel, bicycle mechanics, and amateur (HAM) radio operators. Our lead HAM radio operator monitors all emergency radio frequencies, so that we can close or redirect our route should that become necessary.

Please let me know if there are additional steps, permits or permissions I must take to assure approval of the town of Eastham to host our event. I have also provided an Event Notification Form from the Massachusetts Department of Transportation that you can use to indicate your approval for our request.

If you need any further information or have any questions regarding this request please don't hesitate to call me. Thank you for your continued support of the Cape Cod Getaway MS Bike Ride.

Best Regards,

Bill Sykes
Sport Coordinator
Promoter Line, Inc
East Coast Office, 13 River St, Plymouth, MA 02360
508 746 3207 o / 508 746 1695 f / 508 954 9037 c
www.promoterline.com
bill@promoterline.com

EVENT NOTIFICATION FORM

Date: 1-23-17

National MS Society, Cape Cod Getaway – June 24 & 25, 2017

Dear Sir / Madam,

Please be advised that the City/Town of Eastham has notified the Board of Selectman/City Council, Local Police/Fire Department and if applicable the State Police of its intention to conduct road work/parade/race/or **other events** in or through the City/Town of Eastham

The Board of Selectmen/City Council understands that it must give the Police and Fire Departments at least 48 hours notice before the commencement of the proposed work or event.

The following signatures are required prior to the issuance of the Permit from the MA DOT. All officials listed below shall assume all responsibility and liability for all activity associated under their jurisdiction.

LOCAL POLICE DEPARTMENT

Signed: [Signature]

Title: CHIEF OF POLICE

City/Town: EASTHAM

FIRE DEPARTMENT

Signed: [Signature]

Title: Chief Department

City/Town: Eastham

BOARD OF SELECTMEN/CITY COUNCIL

Signed: Sheila Vanderhoef

Title: Town Administrator

City/Town: Eastham

(*)

APPROVED PROVIDED DETAIL OFFICER AT MASSASOIT + STEELE RD.

SJK
1-23-17

Town of Eastham
Use and Reservation Policies for Recreation and Beach Facilities
(Please note - this application is not for The Windmill Green)

Statement of Policy:

It is the policy of the Town of Eastham, through the Recreation and Beach Department, to maintain and make the various beaches and recreational facilities, operated by the Town, available to all residents of Eastham, and to organizations, which promote the productive use of these facilities for the residents. In appropriate circumstances, other groups and organizations may utilize these facilities, but such ancillary usage shall always be subordinate to and respectful of the needs of Eastham residents.

Priorities:

The beaches, fields and recreational facilities of Eastham shall be available for reserved use by various organizations and groups through the Board of Selectmen, in the following order of priority;

- 1) TOWN** (Category One): Teams, youth and senior groups, or not-for-profit organizations sponsored, organized or sanctioned by the Eastham Recreation and Beach Department or the Board of Selectmen.
- 2) SCHOOLS** (Category One): Teams, youth groups, or not-for-profit organizations sponsored by or affiliated with Eastham Public Schools, including Nauset Regional School District, Cape Cod Lighthouse Charter School and Cape Cod Regional Technical High School.
- 3) LOCAL** (Category Two): Local, not-for-profit teams, groups and organizations ("Local" shall mean that the group is organized by Eastham residents and its regular members or participants include not less than one-half Eastham residents. No particular formal organizational structure shall be required, as long as the group is sufficiently organized to responsibly comply with these rules and regulations and an adult, 21 years or over, is present).
- 4) OTHER** (Category Three): Other corporate, business, for-profit or non-local teams, groups, and organizations.

TOWN and SCHOOL groups may reserve and use the Town facilities without charge (except for the use of the outside lights), subject to certain restrictions. LOCAL and OTHER groups may reserve and use the Town facilities upon payment of a reservation fee, established by the Board of Selectmen. All groups and organizations wishing to use the facilities after dusk, and with the aid of available outside lighting equipment, shall pay a minimum fee of fifteen (\$15.00) dollars for the electricity and maintenance of such lighting equipment. A reasonable security deposit may be charged by the Town of Eastham subject to criteria established by the Board of Selectmen, which appears within the Facility Use Application and Agreement.

All groups will be required to complete and sign the Application for Use of Recreation and Beach Facilities.

Due to the nature of the event, approval by the Board of Selectmen may be required.

Accepted by the Board of Selectmen November 18, 2002

49.1		Eastham						7:21:24	12:23:31
49.6		Right turn to stay on Bridge Rd.						7:22:51	12:27:07
50.5		Slight left onto Herring Brook Rd.						7:25:26	12:33:36
53.5		Continue onto Massasoit Rd.						7:34:05	12:55:12
54.3		Turn left onto Steele Rd.						7:36:23	13:00:58
54.9		Rest Stop 4 Cooks Brook Beach						7:38:07	13:05:17
55.4		Turn left onto Massasoit Rd.						7:39:33	13:08:53
56.3		Continue onto W Rd.						7:42:09	13:15:22



Massachusetts White Ribbon Day Campaign

Jane Doe Inc.
THE MASSACHUSETTS COALITION
AGAINST SEXUAL ASSAULT
AND DOMESTIC VIOLENCE

III. A. 3.

“From this day forward, I promise to be part of the solution in **ending violence against women and all gender-based violence.**” *Massachusetts White Ribbon Day Pledge*

RAISE A FLAG to RAISE AWARENESS: CALL TO ACTION for Massachusetts City and Town Officials

Jane Doe Inc., The Massachusetts Coalition Against Sexual Assault and Domestic Violence, is conducting its 10th Annual White Ribbon Day Campaign and we want Massachusetts cities and towns to join us in this important awareness effort!

The Massachusetts **White Ribbon Day Campaign** invites men and boys to be leaders in ending violence against women and all gender-based violence. We are looking to Massachusetts City and Town Officials to help us raise awareness by taking action at their city and town halls.

WAYS TO PARTICIPATE:

- Ⓜ **RAISE THE WHITE RIBBON DAY CAMPAIGN FLAG** at your city and town halls on the morning of **Wednesday, March 1, 2017**. By raising the flag, your community will be making the statement that there is **NO PLACE** for sexual assault and domestic violence in our society!
- Ⓜ We also encourage city officials to conduct a short ceremony at which the **White Ribbon Day PLEDGE** is recited and a photo opportunity is staged for the local newspaper.
- Ⓜ The afternoon of the 1st we also would be honored to have you join with hundreds of White Ribbon Day participants at our Fanueil Hall ceremony in Boston – 1 PM at the Great Hall.

NEXT STEP: If you and your community would like to be part of this awareness effort or would like more information, please contact Kari Johnston by email kjohnston@therendongroup.com or call **617-912-3817**. Kari can send you a **RAISE THE FLAG packet** (Free of Charge) which will include: 1) White Ribbon Day Flag; 2) 50 White Ribbon Lapel Stickers; 3) Sample Press Release and 4) White Ribbon Day Campaign Facebook Address to post your flag-raising ceremony photos. Also note: We can provide a White Ribbon Day Speaker for your ceremony if desired, just let us know the details of your event.

JOIN THE MASSACHUSETTS WHITE RIBBON DAY CAMPAIGN TODAY!

JaneDoe.org/WhiteRibbonDay #ReimagineManhood

Agreement Number: GA 1730 2016

**General Agreement
Between
The United States Department of Interior
National Park Service
Cape Cod National Seashore
and the
Town of Eastham, Massachusetts**

This agreement is entered into between the Town of Eastham, Massachusetts, an incorporated municipality of the Commonwealth of Massachusetts, and the United States (U.S.) Department of the Interior, National Park Service (NPS). The purpose of the agreement is to enhance Coast Guard and Nauset Light Beach access for the citizens of the Town of Eastham, in the spirit of the 1963 and 1965 deeds from the town which conveyed the beaches to the United States of America to be administered as part of the Cape Cod National Seashore, a unit of the National Park System.

ARTICLE I - BACKGROUND AND OBJECTIVES

Whereas, Cape Cod National Seashore was created for the purposes of protecting and preserving the natural and cultural resources of Cape Cod and to provide for public enjoyment and use of these resources, and

Whereas, the National Park Service recognizes the need to provide access to the Seashore's public facilities for a safe and enjoyable visitor use of the seashore, and

Whereas, the National Park Service recognizes the need to work with the six communities which share seashore boundaries as neighbors, and support mutual goals, and

Whereas, the deeds dated June 3, 1963, from the Town of Eastham, one of the six communities, which conveyed Coast Guard and Nauset Light Beaches to the National Park Service specified citizens of the Town of Eastham reserved the right to access and use the beaches and waters for "...swimming, the adjacent parking areas, and without charge...", and

Whereas, the nature of the dramatic increase in visitation to these beaches, as well as all other beaches on Cape Cod, and the 1963 significant "adjacent parking" area at Coast Guard Beach, destroyed during the 1978 blizzard and replaced by a satellite parking area at Little Creek, Doane Road, which has further affected the NPS management decision to eliminate the "drop off" at Coast Guard Beach for National Park Service, has impacted Eastham residence access, and

Whereas, the Town of Eastham is interested in providing enhanced access for its citizens, in keeping with the spirit of the 1963 deeds with the NPS, and

Whereas, the Town of Eastham may be considering a future development of a town owned/managed nearby beach facility which shall meet the need, or could elevate "adjacent" long-term access, but requests short term relief from the NPS.

NOW Therefore, in consideration of the mutual covenants and benefits set forth therein, the parties agree as follows:

ARTICLE II – AUTHORITY

54 USC 100301-100302 - General Authority to Take Actions That Promote and Regulate Units of the National Park System

ARTICLE III - STATEMENT OF WORK

A. The NPS agrees to:

1. Work closely with the Town of Eastham and its representatives to continue to devise workable alternatives for beach access to meet the spirit of the deeds of conveyance including: Maintain and operate the visitor "tram" system from the Little Creek satellite parking area for Coast Guard Beach; continue to experiment with reserved spaces (10 individual spaces reserved during the '16 season) at the management parking lot directly behind the Coast Guard/Need building; continue to collaborate with the Town of Eastham in implementation of any redesign of the parking area at the Nauset Light Beach to reserve approximately one third of the spaces to be managed by the Town of Eastham; and continue to honor the current year Eastham beach sticker to enter NPS managed beaches agreement for Eastham residences at said beaches no matter which parking area is utilized.
2. Work closely with the Town of Eastham and their representatives to educate their citizens about parking areas, expanded tram operation and evaluate effectiveness.
3. Work closely with the Town of Eastham and their representatives to manage Nauset Light Beach parking lot according to NPS standards and expectations.
4. Work closely with the Town of Eastham on long-term, future access plans, recognizing ongoing coastal erosion will directly impact parking, access and comfort stations 1 to 20 years from now.

B. The Town of Eastham agrees to:

1. Maintain the separate entrance at Nauset Light Beach (NLB) that the Town of Eastham constructed in coordination with the National Park Service under a previous agreement, to manage for identified Eastham citizens during the summer season. Designated section shall contain approximately one third of the lined spaces.

2. Work closely with the NPS representatives to manage the Eastham designated entrance and parking area at NLB to NPS standards. Town employees will work closely with the South District Ranger and/or their representatives on day-to-day coordination.
3. The Town of Eastham will aggressively enforce posted "No Drop-off" regulations outside of the NLB parking lot and will have at least one parking lot attendant on duty during operating hours. Eastham Police will be available to respond, when requested, to traffic problems, traffic congestion and compliance with the "No Drop-off" regulations at the beach parking lot entrance.
4. NLB parking lot design will allow for ease of operation and access once Eastham employees are off duty, or not scheduled, for all other park visitors. "No Drop-off" signs and "Lot Full" signs will be provided by the Town of Eastham.
5. The NLB access entry way and re-designed portion of the lot will have traffic controls installed for after hours and after operating season, as defined the Town of Eastham and NPS. The traffic controls shall allow for closing of the separate entrance and total lot management by the NPS attendant when Town of Eastham parking lot attendants are not scheduled.
6. Provide at least one parking lot attendant during all hours of NLB parking lot operations. The Town of Eastham will also provide any additional persons necessary for the operation of its activities, and supervise these persons in a manner appropriate for a cooperator whose activities occur in a public area.
7. Town representatives will provide a schedule of operation for NLB to the South District Ranger and/or their designee and consult regularly on any anticipated changes. The schedule must adhere to beginning and ending days/hours for efficient operations, to avoid confusion, and provide professional visitor services to the public.
8. At the conclusion of this agreement, The Town of Eastham will remove all elements, including paving, stones, supports, and traffic control items, installed in the re-design of the parking lot for this program. Removal of items and restoration of parking lot to original condition will be done in accordance with documented current conditions and to the satisfaction of the Cape Cod National Seashore Chief of Facility Management.
9. Obtain prior approval from the Superintendent, and any necessary permits, for alterations of improvements beyond previously approved plans.
10. Waive any right to any possessory interest in, or compensation for, any improvements made to or for the premises.
11. Select and hire contractors for any approved work and ensure that they meet the insurance requirements specified in Article VI.

12. Ensure that its employees, agents and contractors shall comply with all Applicable Laws pertaining to the protection of human health and the environment.

13. Ensure that natural and cultural resources and features of Cape Cod National Seashore are not disturbed or damaged by Town of Eastham employees, program participants, agents or contractors.

14. Develop and follow a written safety plan/Standard Operating Procedures that includes the following: daily operating standards; emergency response and training; access to radio/cell phone with emergency numbers and guidance of which agency to call for which issues.

15. Report any unusual incidents or activities to the NPS immediately.

C. NPS and the Town of Eastham agree to:

1. Work collaboratively to operate Nauset Light Beach Parking Lot for the convenience of Eastham residents and tax payers, and be respectful of the mission to serve all other members of the visiting public.

2. Conduct a pre-, mid- and post-season review to assess the conditions of the parking lot and evaluate the operation.

3. Regularly communicate to insure on-site personnel are assured of their personal safety as well as the safety of the visiting public in the manner in which the lot is operated.

4. Keep the other party informed of any issues, problems, concerns that relate to this Agreement.

ARTICLE IV - TERMS OF AGREEMENT

This Agreement shall be effective when signed by both parties and shall remain in effect, until one of the following occurs: the Town of Eastham constructs a town ocean beach to be managed by the town for town citizens, the agreement is terminated by mutual agreement or under the provisions of Article VII, or the agreement is in place for five years from the effective date.

ARTICLE V- KEY OFFICIALS

The persons listed below are identified as the Designated Key Officials considered essential to the work being performed under this agreement:

1. The key contact for the Town of Eastham is:

Sheila Vanderhoef
Town Administrator
22500 State Highway
Eastham, MA 02642
508-240-5900

2. The key contact for the NPS is:

George E. Price, Jr.
Superintendent
Cape Cod National Seashore
99 Marconi Site Road, Wellfleet, MA 02667
508-349-3785 x 203

ARTICLE VI- LIABILITY

Town of Eastham shall be fully responsible for the acts and omissions of its representatives, employees, contractors and subcontractors connected with the performance of this agreement. Town of Eastham, in furtherance of and as an expense of this Agreement shall:

1. Procure and maintain Comprehensive General Liability insurance against claims occasioned by the actions of omissions of Town of Eastham, its agents and employees in carrying out the activities and operations authorized hereunder. Such insurance shall be in an amount commensurate with the degree of risk and the scope and size of such activities authorized hereunder, but in any event, not less than \$1,000,000 per person for any one claim, and an aggregate limitation of \$3,000,000 for any number of claims arising from any one incident. All liability policies shall name the United States of America as an additional insured and in that event shall provide that the insurance company shall have no recourse against the Government for payment of any premium or assessment. A certificate of insurance indicating that the required insurance is in effect shall be provided by Town of Eastham to the NPS prior to the commencement of any activities authorized under this agreement.
2. Pay the United States the full value for all damages to the lands or other property of the United States caused by such persons or organizations, its representatives, or other employees; and
3. This Agreement is made upon the express condition that the United States, its agents and employees shall be free from all liabilities and claims for damages and/or

suits for or by reason of any injury to any person or property of any kind whatsoever, whether to the person or property of Town of Eastham third parties, from any cause or causes whatsoever while in or upon said premises or any part thereof during the term of this Agreement arising from any acts or omissions of the Town of Eastham, its agents or employees or occasioned by its occupancy of the Permitted Area or any activity carried on by the Town of Eastham, in connection therewith during the term of this Agreement, and the Town of Eastham hereby covenants and agrees to indemnify, defend, save and hold harmless the United States, its agents and employees from all such liabilities, expenses and costs on account of or by reason of any injuries, deaths, liabilities, claims, suits or losses however occurring or damages arising out of the same.

4. Any contractor hired by the Town of Eastham must meet the following liability insurance requirements:

A. The named insured parties under the policy shall be the Contractor and the United States of America.

B. Worker's Compensation and Employer Liability Insurance: Compliance with applicable Federal and State Worker's Compensation and Occupational Disease Statutes shall be required. Employer liability coverage in the minimum amount of \$3,000,000 is required.

C. General Liability Insurance in the amount of \$1,000,000 shall be required.

D. Automobile Liability Insurance: This insurance shall be required on the comprehensive form of the policy and shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. The minimum limits of \$200,000 per person and \$500,000 per occurrence for bodily injury and \$100,000 per occurrence for property damage shall be required.

E. Each policy shall have a certificate evidencing the insurance coverage. The Town of Eastham shall furnish the NPS a copy of an acceptable insurance certificate prior to beginning the work.

ARTICLE VII-TERMINATION

If either party fails to observe any of the terms and conditions of this Agreement, the other party may terminate this Agreement without any legal process whatsoever by giving thirty (30) days written notice of termination, effective at the end of the thirty (30) day period. Upon termination of this Agreement, each party shall bear its own costs.

The National Park Service may terminate this Agreement for the convenience of the government without compensation, at any time, when it is determined to be in the best interest of the public to do so. The affected parties shall be notified in writing within 5 working days following the termination; each party shall bear its own costs.

ARTICLE VIII- REQUIRED CLAUSES

1. **NON-DISCRIMINATION**: All activities pursuant to this Agreement and the provisions of Exec. Order No. 11246, 3 C.F.R. 339 (1964-65) shall be in compliance with the requirements of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d et seq.); Title V, Section 504 of the Rehabilitation Act of 1973 (87 Stat. 394; 29 U.S.C. § 794); the Age Discrimination Act of 1975 (89 Stat. 728; 42 U.S.C. §§ 6101 et seq.); and with all other Federal laws, regulations, and policies prohibiting discrimination on grounds of race, color, national origin, handicap, religion, sex, or sexual orientation, in providing for facilities and service to the public.
2. **PUBLIC LAWS**: Nothing herein contained shall be deemed to be inconsistent with or contrary to the purpose of or intent of any Act of Congress or the laws of the District establishing, affecting, or relating to the Agreement.
3. **APPROPRIATIONS**: Nothing contained in this Agreement shall be construed as binding the Service to expend in any one fiscal year any sum in excess of appropriations made by Congress, and available for the purposes of this Agreement for that fiscal year, or as involving the United States in any contract or other obligation for the further expenditure of money in excess of such appropriations.
4. **DIRECT BENEFIT CLAUSE**: No Member of, Delegate to, or Resident Commissioner in, Congress shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom, unless the share or part or benefit is for the general benefit of a corporation or company.
5. **LOBBYING WITH APPROPRIATED MONEYS** (18 U.S.C. § 1913): No part of the money appropriate by any enactment of Congress shall, in the absence of express authorization by congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to Members of Congress on the request of any such Member or official, at his request , or to Congress or such official, through the proper official channels, requests for any legislation, law, ratification, policy or appropriations which they deem necessary for the efficient conduct of the public business, or from making any communication whose prohibition by this section might, in the opinion of the Attorney General, violate the Constitution or interfere with the conduct foreign policy, counter-intelligence, intelligence or national security activities. Violations of this section shall constitute violations of section 1352(a) of title 31.

ARTICLE IX-SPECIAL CLAUSES

1. Any improvements or replacements heretofore or hereafter provided by the Town of Eastham shall be the property of the United States Government except for specific furnishings supplied by the Town of Eastham at its own expense and which can be removed without damage or loss of property value, and are not replacements for previous improvements for the same purpose. Nothing herein shall be deemed to create for the Town of Eastham any right, title, or interest or any possessory interest in the buildings, lands, or structures, or improvements to buildings, lands or structures, made available for their use by the Agreement.
2. In the event of damage to or destruction of the premises assigned for the use of the Town of Eastham in whole or in part by any cause whatsoever, nothing herein contained shall be deemed to require the NPS to repair or replace the premises. If the NPS determines in writing, and after consultation with the Town of Eastham, that damage to the structure or portions thereof renders the facility unsuitable for continued use by the Town of Eastham, this agreement shall terminate.
3. There are no exchanges of funds between the parties or the members of the general public as part of this project, or operational program.

ARTICLE X-EXECUTION

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their respective duly authorized representative.

National Park Service

By: _____
George Price
Superintendent

Date: _____

TOWN OF EASTHAM

By: Sheila Vanderhoef
Sheila Vanderhoef
Town Administrator

Date: 3 Feb 2017

2017 surplus sale

Item #	item	discription	year/serial number	fuel	cond	miles	value
1	Windsurfer	Just the board no sail			Fair		\$25.00
2	5 Condo oyster racks	for ADPI bags			Good		\$25.00/each
3	3 Kayaks	2 green, 1 blue/yellow			2 good, 1 poor		2@\$100.00, 1@\$25.00
4	1 sailfish	11' white			Fair		\$100
5	1 Oday sailboat	11' white			poor		\$100
6	10 patio paver blocks	15"X15" cement blocks			Fair		\$5.00/each
7	1 surfboard	blue styrofoam			good		\$30
8	20 mushroom anchors	50lbs. To 150lbs.			good		\$1.00/LB
9	1 spool of leadline	approx 100'			good		\$20.00
10	1 Stihl combo tool no attachments	for weedwacker/polesaw			good		\$50.00
11	2 chainsaws	2 Stihl 018C chainsaws			poor		\$20.00/each
12	Aluminum boat	10'			Fair		\$150.00



III, A, 5

Information



TOWN OF EASTHAM

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

March 1, 2017

Chrystal Kornegay, Undersecretary
Department of Housing and Community Development
Commonwealth of Massachusetts
100 Cambridge Street, Suite 300
Boston, MA 02114

Re: CDBG Housing Rehabilitation Application for FY17

Dear Ms. Kornegay,

I am writing in support of an FY17 Community Development Block Grant (CDBG) applications to the MA Department of Housing and Community Development (DHCD) from the Town of Truro (including Eastham, Harwich, Truro and Provincetown).

This regional grant will allow the towns to continue meeting the housing rehabilitation and childcare voucher needs of LMI (low-moderate income) residents of the Lower Cape Cod Region. The Truro Regional grant will benefit the towns of Truro, Provincetown, Eastham and Harwich, and provide funds for approximately 22 homes to be rehabbed and childcare vouchers for 75 families.

The affordable housing and economic development challenges of the Lower Cape are well documented. CDBG funding is a vital resource for stabilizing and preserving existing homes in our region and ensuring that working families have affordable child care. The housing rehab program provides homeowners earning less than 80% of the area median income with an opportunity to address the safety and energy upgrades to their homes. Currently, the Community Development Partnership (CDP) is working on 30 rehab projects for the following grants:

- Dennis Grant, a mini entitlement community, serving the target area of South Dennis; and
- The Truro Regional grant serving Wellfleet, Truro and Provincetown.

In addition, the childcare component of the grants provides financial assistance for the cost of childcare for LMI families who rely on local licensed childcare providers to care for their children while they are at work. The FY16 programs are already filling up and will be at full capacity early in 2017. Both of these programs are playing a vital role in stabilizing the year-round families living in our town.

I urge you to provide the funds requested, so that our Cape towns can continue their work

with LMI home owners in need of critical home repairs and working families with young children in need of safe and affordable childcare. Thank you for your consideration of these proposals.

Sincerely,



John Knight, Chair
Town of Eastham, Board of Selectmen



TOWN OF EASTHAM

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All departments 508-240-5900 • Fax 508-240-1291
www.eastham-ma.gov

February 8, 2017

Charlie Adams
Regional Vice President
Pennrose Properties, LLC
50 Milk Street
Boston, MA 02109

Dear Mr. Adams,

I am writing to confirm that the Town of Eastham has allocated up to \$400,000 in the form of a grant to support infrastructure improvements on the Campbell-Purcell site. These funds were awarded to Pennrose as a part of their mixed income-housing proposal for the Campbell-Purcell RFP process. The funds will be used to cover the cost of work related to bring water on to the site and any other infrastructure improvements needed. We understand that our grant may need to be structured as a loan at 0% interest for lenders and investors.

Very truly yours,

Sheila Vanderhoef, Town Administrator
On behalf of the Town of Eastham

Cc: Board of Selectmen
Paul Lagg, Town Planner



TOWN OF EASTHAM

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www.eastham-ma.gov

February 8, 2017

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

Re: Local Community Support for Campbell-Purcell

Dear Ms. Racer,

I am writing on behalf of Pennrose Properties, LLC ("Pennrose") concerning their application for Low Income Housing Tax Credits from the Massachusetts Department of Housing & Community Development. We are very excited about this development and wholeheartedly support this endeavor. To illustrate our support this letter will articulate the multiple ways that the Town of Eastham is working with Pennrose to ensure that this project comes to fruition.

The local municipality of Eastham issued a Request for Proposal (RFP) in early 2016 to identify an appropriate team to develop and manage a mixed income housing project on the Campbell-Purcell site. In June of 2016, after careful review of the proposal submitted by Pennrose, the Town of Eastham was pleased to select Pennrose as the designated developer. We believed in Pennrose's vision for the site and trust in their past development experience to bring that vision into a reality. The proposed affordable housing development will be crucial to meeting Eastham's Housing Production Plan and the Town looks forward to the addition of 65 units to our affordable housing stock.

To further support this development, the Town of Eastham will be providing up to \$400,000 to support infrastructure development costs at the site. The Town is also currently considering Pennrose's application for an additional \$400,000 from the Town of Eastham's Community Preservation Act (CPA) funds. This development is also in the process of obtaining a 40B Comprehensive Permit, which was anticipated at the issuance of the RFP.

The Town of Eastham has put significant thought into this project and see ourselves as collaborating with Pennrose to bring much needed affordable housing to our community. The Town of Eastham is in severe need of affordable housing and we hope that you will look favorably on and approve Pennrose's application for Low Income Housing Tax Credits. We cannot wait to see this project built and if there is anything else that we can do, please do not hesitate to contact us.

Very truly yours,

Sheila Vanderhoef, Town Administrator

Cc: Board of Selectmen

Paul Lagg, Eastham Town Planner

Dear T of Collector
in Regards to T time land
The plans to put a waste
treatment Plant on the property
500 yards from Town water supply

Pres. In 1841 William Henry Harrison
Died in White house

Pres In 1849 James Polk. Died

Pres In 1850 Zachary Taylor Died
all of stomach cramps
over 150 yrs later In 2014 cause of deaths
bacteria from human waste
in the water

If you see the town fathers
in your travels please tell
them it is a very very
Bad idea
after 1850 sewage system was put
in and everything cleared up
Robert Baker